

STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

7/2/2019 9:40 A.M.

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

MARSHALL MCBRIDE CHAIRMAN

ANNE LANGER DISTRICT ATTORNEY

LANCE GILMAN VICE-CHAIRMAN

JAY CARMONA COMMISSIONER

VANESSA STEPHENS CLERK-TREASURER

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

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

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

1. CLOSED SESSION AT 9:40AM

Closed session involving Storey County Board of County Commissioners. Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with:

a. County management and legal counsel regarding labor negotiations with the Storey County Employees' Association Comstock Chapter, AFSCME Local 4041. This

meeting will begin at 9:40 immediately before the regular meeting of the Board of County Commissioners.

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

Approval of the Agenda for July 2, 2019.

5. **DISCUSSION/POSSIBLE ACTION:**

Approval of the Minutes for June 4, 2019.

- 6. CONSENT AGENDA
 - I For possible action, approval of Business Licenses first readings:
 - A. SPECTROTEL, INC. General / 1595 Peachtree Pkwy Ste 204-337 Cumming GA
 - B. CORONA STEEL, INC. Contractor / 3015 106th St. S Lakewood, WA
 - C. J V SHEEHAN GENERAL CONTRACTING $\,$ Contractor / 2640 Emily Street \sim Reno , NV
 - D. FUTURE FIRE PROTECTION, INC. Contractor / PO Box 50238 ~ Sparks, NV E. CRESTLINE CONSTRUCTION Contractor / 3600 Crates Way Ste 100, The Dallas OR
 - F. TANK CONNECTION, LLC. Contractor / 3609 N 16th Street ~ Parsons KS
 - G. SHANGHAI RESTURANT General / 1269 Baring Blvd ~ Sparks, NV
 - H. VC NV BED & BREAKFAST SUN MNT HOUSE General / PO Box 162 VC, NV
 - II For possible action, approval of claims in the amount of \$966,620.62.
- 7. DISCUSSION ONLY (No Action No Public Comment): Committee/Staff Reports
- 8. BOARD COMMENT (No Action No Public Comment)
- 9. **DISCUSSION/POSSIBLE ACTION:**

Amend the Agreement for Purchase of Real Property as approved by the Storey County Board of Commissioners on June 18, 2019 specifically in the following areas:

- Amend last sentence of Section 6 to read "Said escrow shall close within 20 business days after the approval of this agreement by Divide and the County".
- Amend first sentence of Section 11 to read "Following the close of escrow, Divide shall have 60 days within which to remove its personal property, equipment and trade fixtures from that portion of the premises currently used as a membership gym business unless a lease is worked out between Storey County and Divide Fitness, Inc.
- 10. DISCUSSION/POSSIBLE ACTION:

Approve and authorize the Chairman of the Storey County Board of Commissioners to execute a contract between Storey County and PAW Professional Services, LLC, a Nevada limited liability company for professional consulting services. Services would be structured as an independent contractor with the managing member, Pat Whitten, responsible for all expenses, scheduling, etc. Contractor shall provide services at the request of the County Manager. Storey County shall pay for services provided at an hourly rate of \$165.00. (This item was continued from the June 18, 2019 Commission meeting.)

11. DISCUSSION ONLY (No Action):

Noxious Weeds Presentation by, Sean Gephart with the Nevada Department of Agriculture.

12. DISCUSSION/POSSIBLE ACTION:

Possible approval of design fee proposals from Dube Architecture Group and Farr West Engineering for architecture, HVAC, electrical, structural, and civil design services relating to the proposed tenant improvement work at 800 South C Street, Virginia City NV for the provision of county facilities to include Justice Court.

13. DISCUSSION/POSSIBLE ACTION:

Consideration and possible approval of Contract to purchase the Virginia City Freight Depot and adjacent properties in Virginia City, Nevada from David Pierce Powell and Terry Ward for a cash purchase price of \$695,000.00.

14. PUBLIC HEARING:

Review, establish and possibly approve the fair market value, at not than less the appraised value, for the sale of the Crystal Bar (Visitor Center) located at 86 South C Street, in Virginia City per guidelines established in NRS 244.281.

15. **DISCUSSION/POSSIBLE ACTION:**

Approval of modification and extension of Collective Bargaining Agreement Between Storey County (Employer) and the Storey County Employees Association AFSCME Local 4041 Comstock Chapter (Union).

16. **DISCUSSION/POSSIBLE ACTION:**

Authorize the County Manager to approve a contract with Lumos & Associates up to \$85,000 to develop the Comstock and Highlands Area Water Master Plan, a master plan and capital improvement plan for future water demand, supply, storage, transmission, and distribution for central and south Storey County communities including the Comstock, Highlands, and Mark Twain. The plan will also include the

Silver City water system in Lyon County under a cost-share agreement in which Lyon County will contribute \$13,000 toward the contract cost.

17. DISCUSSION/POSSIBLE ACTION:

Authorize the County Manager to approve a contract with CFA, Inc. for assistance in professional planning and engineering services related to any planned unit development and/or large land subdivision applications or proposals in Storey County. This contract will provide assistance to county planning staff with certain civil and engineering review of such applications and projects, although there are no such applications occurring or anticipated to occur at this time.

18. **DISCUSSION/POSSIBLE ACTION:**

Possible approval of interlocal agreement with Carson City to have the Carson City Public Guardian also act as the public guardian for Storey County at the rate of \$150.00 per hour.

19. DISCUSSION/POSSIBLE ACTION:

Consideration and possible approval of refund of excess funds paid for community development permits in the amount of \$71,266.97.

20. DISCUSSION/POSSIBLE ACTION:

Resolution No. 19-547, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2019-2020 fiscal year, and amending prior year action by resolution for appointed Storey County officials for the 2018-2019 fiscal period by adding and assigning salary grade to Assistant Comptroller.

21. RECESS TO CONVENE AS THE 474 FIRE DISTRICT BOARD

22. DISCUSSION/POSSIBLE ACTION:

Possible approval of Resolution No.19-546, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 474.470 for appointed Storey County Fire District officials.

23. RECESS TO CONVENE AS THE LIQUOR LICENSE BOARD

24. DISCUSSION/POSSIBLE ACTION:

Approval of 2nd reading for On-Sale Liquor License Virginia City Joe's, 5 N C St., Virginia City, NV 89440 - Applicant is Joe France.

25. RECESS TO RECONVENE AS THE BOARD OF COUNTY COMMISSIONERS

26. DISCUSSION/POSSIBLE ACTION:

Approval of 2nd reading for General Business License Virginia City Joe's, 5 N C St., Virginia City, NV 89440 - Applicant is Joe France.

27. DISCUSSION/POSSIBLE ACTION:

Notice to cancel the July 16, 2019, meeting of the Board of Storey County Commissioners, with acknowledgement that the meeting may occur if certain urgent matters necessitate this meeting, and under such circumstances the meeting will be posted as usual in accordance with NRS.

28. DISCUSSION/POSSIBLE ACTION:

2019-028 Consideration and Possible Action of Grant of Easement to NV Energy for utilities within portions of the M Street and Washington Street Rights-of-Way, Virginia City, Storey County, Nevada.

29. DISCUSSION/POSSIBLE ACTION:

Approval of Business Licenses second readings:

- A. LEEWENS CORPORATION Contractor / PO Box 2549 ~ Kirkland, WA
- B. INNOVATIVE EQUIPMENT General / 3555 Airway Dr Ste 305 ~ Reno, NV
- C. ZAHLER ENTERPRISES Contractor / 1075 Country Estate Cr ~ Reno, NV
- D. FANUC AMERICA CORPORATION General / 3900 W Hamlin ~ Rochester Hills, MI
- E. VARIETY BUILDING SYSTEMS. Contractor /7690 Diamond Vista Ct ~Reno, NV
- F. BUSYBEE KITCHEN, LLC General / 4845 Osage Dr ~ Stagecoach, NV
- G. DRIPS COFFEE TRUCK General/ 385 Freeport #21 ~ Sparks, NV
- H. BECKHOFF AUTOMATION, LLC General / 13130 Dakota Ave ~ Savage, MN
- I. TEG STAFFING DBA EASTRIDGE WORKFORCE General / 2355 Northside Dr \sim San Diego, CA
- J. HELLERMANNTYTON CORPORATION General / 7930 N Faulkner Rd ~ Milwaukee, WI
- K. FERNLEY CLEAN UP LLC General / 36 Primton Way ~ Fernley, NV
- L. NINGBO XUSHENG AUTO TECH DBA NINBO N.A. General / 555 Bryant St ~ Palo Alto, CA
- M. KAWCAK MASONRY, INC. Contractor / 7955 Sugar Pine Ct #150 ~ Reno, NV
- N. ERG AEROSPACE CORPORATION General / 964 Stanford Ave ~ Oakland, CA
- O. F3 & ASSOCIATES, INC. General / 701 E H St ~ Benicia, CA
- P. DA BUILDERS, LLC Contractor / 1770 Scott Valley Rd ~ Reno, NV
- Q. ASPEN EARTHWORKS Contractor/ PO Box 33897 ~ Reno, NV
- R. WORK RIGHT NW General/ 1760 Down River Rd ~ Woodland, WA
- S. WESTERN ASSOCIATES- General / 5255 E Winnemucca Blvd #109 \sim Winnemucca, NV
- T. NATIONAL LANSCAPE -Contractor / PO Box 51166 ~ Sparks, NV

U. NATIONAL INSTRUMENTS CORP. -General / 11500 N Mopac Expwy ~ Austin, TX

V. DAIFUKU AMERICA CORP. -General /30100 Cabot Dr ~ Novi, MI

W. PESTIGE BUILDING MAINTENANCE OF NV- General/ 3983 S McCarran Blvd ~ Reno, NV

X. PMT (USA), LLC -General / 2015 Ionosphere St #203 ~ Longmont, CO

Y. PARAGON CLEANING SVR SBA SUNSHINE CLEANING -General /840 Pyramid~Sparks, NV

Z. VECOPLAN, LLC-General / 5708 Uwharrie Rd ~ Archdale, NC

A. A. RENOWN HEALTH URGENT CARE - General / 1155 Mill St ~ Reno, NV

B. B. RENOWN REG MED CNTR DBA RENOWN HOSPICE CARE - General / 1155 Mill St \sim Reno, NV

C. C. KISTLER INSTRUMENT CORPORATION - General / 30280 Hudson Dr ~ Novi, MI

D.D. CLINT JENSEN CONSTRUCTION, LLC - Contractor / 1390 Rice Rd ~ Fallon, NV

E.E. C. M. STEEL, INC. - General / PO Box 36940 ~ Rock Hill, SC

30. PUBLIC COMMENT (No Action)

31. ADJOURNMENT OF ALL ACTIVE AND RECESSED BOARDS ON THE AGENDA

32. CLOSED SESSION

Closed session involving Storey County Fire Protection District Commissioners. Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with:

a. Fire Protection District management and legal counsel regarding labor negotiations with the Storey County Firefighters' Association IAFF Local 4227. This meeting will begin immediately after the regular meeting of the Board of County Commissioners.

NOTICE:

- Anyone interested may request personal notice of the meetings.
- Agenda items must be received in writing by 12:00 noon on the Monday of the week preceding the regular meeting. For information call (775) 847-0969.
- Items may not necessarily be heard in the order that they appear.
- Public Comment will be allowed at the end of each meeting (this comment should be limited
 to matters not on the agenda). Public Comment will also be allowed during each item upon
 which action will be taken on the agenda (this comment should be limited to the item on the
 agenda). Time limits on Public Comment will be at the discretion of the Chairman of the
 Board. Please limit your comments to three minutes.
- Storey County recognizes the needs and civil rights of all persons regardless of race, color, religion, gender, disability, family status, or nation origin.
- In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil
 rights regulations and policies, the USDA, its Agencies, offices, and employees, and
 institutions participating in or administering USDA programs are prohibited from

discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

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

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

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

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

CERTIFICATION OF POSTING

I, Vanessa Stephens , Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before 6/27/2019; Virginia City Post Office at 132 S C St, Virginia City, NV, the Storey County Courthouse located at 26 S B St, Virginia City, NV, the Virginia City Fire Department located at 145 N C St, Virginia City, NV, the Virginia City Highlands Fire Department located a 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV.

Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

	Mee	ting dat	e:0//02/	/19	(9:40 a.m.)	Estimate of time required: 20 min.
Agenda	: Consent []	Regula	ır agenda	a[] F	Public hearing re	required [] (x Closed Session)
1. <u>Title</u> Close	ed Session mee a. Cou Emp	eting pur nty mana oloyees'	suant to la gement a Associati	NRS 28 and leg ion Cor	38.220 for the pur al counsel regard nstock Chapter, A	County Commissioners. Call to Order urpose of conferring with: ding labor negotiations with the Storey County AFSCME Local 4041. This meeting will begin of the Board of County Commissioners.
2. Recon	ımended moti	ion. No a	action			
3. Prepa	red by: Austin	Osborn	e ⁻			
<u>Depar</u>	tment: Humar	n Resour	ces			Telephone : 775.847.0968
S	torey County	Commis	sioners ar	nd the	Storey County Er	-19 bargaining agreements between the imployees' Association, the bargaining eed between the parties.
5. <u>Suppo</u>	rting materia	<u>ls</u> : Provi	ded at clo	osed se	ssion meeting.	
6. <u>Fiscal</u>	impact:					
F	unds Availabl	e:	n/a	Fund	:	Comptroller
7. <u>Legal</u>	review requir	<u>red</u> :	;	D	District Attorney	
8. <u>Reviev</u>	ved by: Departme	nt Head		Depart	ment Name: Con	mmissioner's Office
_	County M	lanager			Other agency re	eview:
	action: Approv Denied				Approved with Continued	Modifications

Agenda Item No.



[] Approved
[] Denied

Storey County Board of County Commissioners Agenda Action Report

[] Approved with Modification
[] Continued

6		
	ing date: a Item Type: Regular Agenda	Estimate of Time Required: 0-5 min
1.	<u>Title:</u> Approval of the Minutes for	June 4, 2019.
2.	Recommended motion: Approve	the minutes for June 4, 2019.
3,	Prepared by: V Stephens	
	Department: Clerk C	ontact Number: 847-0969
4.	Staff Summary: Minutes are attac	hed for review.
5.	Supporting Materials: See attach	ed
6.	Fiscal Impact: 0	
7.	Legal review required: No	
8.	Reviewed by: Department Head	Department Name: Clerk
	County Manager	Other Agency Review:
9.	Board Action:	



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

JUNE 4, 2019 10:00 A.M.

DISTRICT COURTROOM 26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MINUTES

MARSHALL MCBRIDE CHAIRMAN

ANNE LANGER DISTRICT ATTORNEY

LANCE GILMAN VICE-CHAIRMAN

JAY CARMONA COMMISSIONER

VANESSA STEPHENS CLERK-TREASURER

Roll Call: Chairman McBride, Vice-Chairman Gilman, Commissioner Carmona, County Manager Pat Whitten, Clerk & Treasurer Vanessa Stephens, Deputy District Attorney Keith Loomis, Sheriff Gerald Antinoro, Comptroller Hugh Gallagher, Administrative Officer/Planning Director Austin Osborne, Fire Chief Jeff Nevin, Community Relations Director Cherie Nevin, Outside Counsel Bob Morris, VCTC Director Deny Dotson

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

Chairman McBride called the meeting to order at 10:00 A.M.

2. PLEDGE OF ALLEGIANCE

Chairman McBride led those present in the Pledge of Allegiance.

3. **DISCUSSION/POSSIBLE ACTION:** Approval of Agenda for June 4, 2019. County Manager Whitten requested continuance of item 20 to the next meeting.

Public Comment: None

Motion: I move to approve the Agenda for June 4, 2019, continuing item 20, to the next meeting, **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3

4. CONSENT AGENDA

I Approval of memorandum of Understanding between the Carson City Department of Alternative Sentencing (CCDAS) and Storey County. Specifically, CCDAS may provide law enforcement training to Court Marshals, Bailiffs and other staff assigned to security within Storey County and Storey County will provide CCDAS training supplies for Storey County staff attending training.

II For possible action, approval to amendment 1 to the ongoing Storey County Contract with Nevada Department of Health and Human Services, Aging and Disability Services Division. The amendment revises Attachment B - Service Billing, which currently reflects services and rates and will change to reflect and indicate the current rate on the website.

III For possible action, approval of business license first readings (continued from May 21, 2019):

- A. GREAT STAFFING OF AMERICA General / 440 USA Pkwy ~ McCarran, NV
- B. ENVIROPROS, LLC General / 2273 S Vista Ave #3C ~ Bloomington, CA
- C. DOUBLE D ELECTRICAL/INSTALLATION Contractor / 1321 Earl Dr ~ SLC, UT
- D. TECHNICAL INSPECTION AGENCY General / 5940 S Rainbow Blvd ~ Las Vegas, NV
- E. TAURUS FABRICATION, INC. General / 5421 Kietzke Ln #100 ~ Reno, NV
- F. SEEGRID CORPORATION General / 216 RIDC Parkwest Dr ~ Pittsburgh, PA
- G. RED CEDAR STEEL SOUTHWEST Contractor / 1540 W Hatcher Rd ~ Phoenix, AZ
- H. CUPERTINO ELECTRIC, INC. Contractor / 1132 N 7th St ~ San Jose, CA
- I. MAXGEN ENERGY SERVICES CORP Contractor / 1690 Scenic Ave ~ Costa Mesa, CA
- J. COVESTRO, LLC General / 1 Covestro Cir ~ Pittsburgh, PA
- K. THE INSTALLATION GROUP, LLC Contractor / 1201 N Raddant Rd ~ Batavia, IL
- L. FOREVER AWNINGS, LLC Contractor / 860 Twin Pines Rd ~ Reno, NV
- M. OPHIR RIDGE, LLC Contractor / 350 N Stewart ~ Virginia City, NV
- N. JDC CONSTRUCTION, LLC Contractor / 998 Yellowhammer Ct ~ Sparks, NV
- O. PIONEER ELECTRIC, LTD. Contractor / 1790 Carson Ave ~ Sparks, NV
- P. FACET & CO. General / 80 South C St ~ Virginia City, NV
- Q. CLIMATEC, LLC General / 2851 W Kathleen Rd ~ Phoenix, AZ
- R. THE SUPERIOR PEI GROUP, LLC Contractor / 740 Waterman Ave ~ Columbus, OH

IV For possible action, approval of claims in the amount of \$1,784,563.09.

Public Comment: None

Motion: I move to approve the Consent Agenda, Action: Approve, Moved by: Vice Chairman Gilman, Seconded by: Commissioner Carmona, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

5. DISCUSSION ONLY (No Action-No Public Comment): Committee/Staff Reports Deny Dotson, VCTC Director:

- An additional \$80,000 has been budgeted for marketing this fiscal year. This will include online radio, TV spots on NPR and Tahoe TV, as well as on-line digital presence.
- Two more videos are being made, focusing on performing arts and culture.
- The recent play at Pipers was extremely well done.
- Follow up on the Crystal Bar sale final estimates are being obtained for the new building. This item should be on the next agenda.
- Street Vibrations Spring Run is this weekend. Women with Wheelz will be held the following weekend. 4th of July is only a few weeks off. Donations for fireworks are still a little behind.

Austin Osborne, Administrative Officer/Planning Director:

• Reviewed several bills that were before the Legislature. Including diesel tax – which passed, with a \$200,000 possible impact for Storey County to be used for road projects; public record

requests fines; domestic wells; sales tax increase allowances; water systems study; independent contractors; bail bill; changes to peace officers bill of rights; collective bargaining; among others.

• Thank you to the Mary Walker Group for their representation at the Legislature.

6. BOARD COMMENT (No Action - No Public Comment) None

7. **DISCUSSION/POSSIBLE ACTION:** Authorize the County Manager to approve a contract with the United States Geological Survey (USGS) up to \$30,000 to continue voluntary and limited monitoring of groundwater levels and quality, aquifer conditions, and other geotechnical matters in the Virginia City Highlands, Highlands Ranches, and Virginia Ranches are of Storey County during the 2019-20 fiscal year. This is a continuation of the prior year contract for this purpose.

Austin Osborne said this is part of the Master Plan recommended study of the Highlands for monitoring underground water.

David Smith with the USGS presented a status update of the survey. Most questions were about the impact of the weather this year. Mr. Smith reviewed averages over 30 years – this year to date has been a little above normal precipitation. He discussed the number of wells in the study and measurements taken to date. Volunteers are still being accepted to have wells monitored.

A stakeholder update meeting is scheduled for Thursday, September 5th, at the Highlands Fire Station.

USGS is requesting \$25,700 for 2020, with a 50/50 match from USGS Federal Matching Funds.

All information is available on-line.

Commissioner Carmona: What is the specific area where wells have decreased?

Mr. Smith explained some of the bigger decreases are near Hart Road and some on/near Grizzly Road. Water levels have remained mostly flat through time in the areas of the 10's and 40's. Decreases seem to be more in the 1 acre parcels.

Public Comment:

Nicole Barde, Storey County resident complimented USGS and Mr. Smith on what they are doing, and thanked the Commission and County for funding the survey.

Motion: Based on the recommendation by staff, I, Lance Gilman, authorize the County Manger to approve a contract with the United States Geological Survey (USGS) up to \$30,000 to continue the voluntary and limited monitoring of groundwater levels and quality, aquifer conditions, and other geotechnical matters in the Virginia City Highlands, Highlands Ranches, and Virginia Ranches area of Storey County during the 2019-20 fiscal year, Action: Approve, Moved by: Vice Chairman Gilman, Seconded by: Commissioner Carmona, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

8. DISCUSSION/POSSIBLE ACTION: Acceptance of renewal proposal from Nevada Public Agency Insurance Pool (POOL) and approval for payment from fiscal year 2019-2020 funds.

Carol Ingalls, Nevada Public Agency Insurance Pool (POOL), representative explained there is an increase this year.

Wayne Carlson, Executive Director, explained the increase is due to large property losses around the world in the last couple of years putting pressure on the market. The increase is approximately 5%. Property values in this area have increased about 6% - and there was an increase in payroll and number of vehicles.

Ms. Ingalls congratulated the HR Department for taking advantage of training offered through the HR Program. Ms. Ingalls reviewed the different programs utilized by the County.

Chairman McBride asked what this type of policy and coverages would cost if the County did not participate in POOL.

Mr. Carlson: As example, flood and earthquake coverages have a \$5,000 deductible with the POOL. In the commercial market it would be 10% of the value of the building and the contents damaged – a big difference. Mr. Carlson reviewed a list of benefits provided – most not provided by the commercial market.

Mr. Whitten commented he has served on the Human Resources Oversight Committee. Upon retirement, Austin Osborne will take that seat on the Committee.

Ms. Ingalls reviewed the program and commented how things change when it's a competitive market.

Public Comment: None

Motion: I move to approve the renewal proposal from Nevada Public Agency Insurance Pool (POOL) and approve payment from fiscal 2019-2020 funds, **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

9. DISCUSSION/POSSIBLE ACTION: Authorize the County Manager and the District Attorney's Office to seek outside special counsel in regards to due diligence being conducted on the proposal to change the governance structure of the Tahoe-Reno Industrial Center General Improvement District.

Vice-Chairman Gilman recused himself from the item as he holds a pecuniary interest in the TRI Center.

Mr. Whitten explained this item is for authorization to consult outside counsel regarding the request of the TRI GID to change the form of governance from elected by residents to the Board of County Commissioners sitting as trustees of the GID. There have been issues retaining elected residents. A previously approved assessment of the GID is being processed. The Board has previously approved an audit of the fiscal stability of the GID. The County auditor has confirmed that the GID would be

treated as a component unit. The County needs advice on what a "component unit" means – whether there is liability to the County – is it included or still a "stand alone". The intent is to contact the County's bond counsel, Kendra Follett of Sherman & Howard, in order to locate someone who can provide advice.

Public Comment:

Sam Toll, Gold Hill resident said he is encouraged about this process. What department would over-see County services and fees – would employees be added to the payroll?

Mr. Whitten said it is a possibility. If this happens, it would be approved by the Board and would be on a compensated basis. This could be for legal, fiscal, or human resource services – it would be up to each of those departments. Public Works is stretched thin right now. There have been talks about having the GID go on the SCADA system for reading meters - the same as Public Works.

Motion: I, Jay Carmona, move to approve and authorize the County Manager and the District Attorney's Office to seek outside special counsel in regards to due diligence being conducted on the proposal to change the governance structure of the Tahoe-Reno Industrial Center General Improvement District, **Action:** Approve, **Moved by:** Commissioner Carmona, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=2.

10. DISCUSSION/POSSIBLE ACTION: Determine and prioritize options to comply with District Court order to vacate all Justice Court activities from the District Courtroom, Chambers, Jury Room and Clerk's Office within 180 days of their issuance of said order.

Mr. Whitten said meetings are held every Monday to discuss status. Focus is on the Divide building. A meeting was held regarding allocation of space, possible sky light installation, among other items.

Public Comment: None

11. DISCUSSION/POSSIBLE ACTION: To appoint Tyler Jourdonnais to confirm his May 31, 2018 appraisal of real property and improvements located at 800 S C Street in Virginia City, NV. That appraisal valued the property at \$1,355,000 as contrasted to the appraisal submitted by Tony Wren which valued the property at \$1,300,000. If Mr. Jourdonnais confirms the higher value, staff intends to recommend averaging the 2 appraisals to establish our offering price. The cost of Mr. Jourdonnais additional service is not currently known. If the County purchases the property, it will be for the purpose of utilizing a portion of the property as the site of a Justice Court, Justice Court offices, IT office and 911 Communication/Dispatch Center.

Mr. Whitten explained the Fain's approached the County with an offer to sell their building. In 2018, the Fain's obtained an appraisal of the property from Tyler Jourdonnais. The County received an appraisal from Tony Wren which came in slightly less. Pursuant to counsel, there is no stale date on an appraisal when the County is purchasing. Mr. Jourdonnais must be appointed by the Board and Mr. Jourdonnais must confirm his appraisal in order to be accepted by the County.

Mr. Whitten said when the County buys property, regardless of who it's from, typically the transaction is made as fair, reasonable, and favorable to the seller as we can. It does not matter who the seller is, this is what has been done before. This property is unique as it offers the County an

existing building. Currently, the "ballpark" figure is \$1.8, maybe up to \$2 million, for acquisition and improvements. Building at a new location would be over \$4 million.

Vice Chairman Gilman likes the direction this is taking.

Chairman McBride appreciates this would be coming in lower than what it would take to build at the jail location.

Public Comment:

Steve Ayer, Storey County resident: Commented about the County buying-up properties, taking commercial properties out of the tax base and suggested the long-term should be looked at.

Chairman McBride said this has been taken into consideration. It would take a long time in tax revenue from this property to make up the \$2 million additional revenue to build a new complex. Other County properties can go back (sold) to public hands whenever the County tenant vacates.

Mr. Whitten commented that (County) properties are being sold.

Sam Toll, Gold Hill resident: Asked for clarification of this item – it is simply to allow this appraiser to submit the evaluation he had done in the past. He understands typically an evaluation more than 90 days is not considered "up to date" and is encouraged that a second is being obtained.

Mr. Whitten: And, to confirm his valuation of the property as of May 31st last year.

Motion: I, Lance Gilman, move to appoint Tyler Jourdonnais to confirm his May 31, 2018 appraisal of real property and improvements located at 800 S C Street in Virginia City, Nevada, in the amount of \$1,355,000, **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

12. DISCUSSION/POSSIBLE ACTION: First reading of an ordinance amending Storey County Code by adding section 10.20.065 prohibiting parking a motor vehicle in an electric vehicle charging station and adding a provision for a fine for unlawful parking in an electric vehicle charging zone, and providing for other properly related matters.

Outside Counsel Robert Morris read the title: an ordinance amending Storey County Code by adding section 10.20.065 prohibiting parking a motor vehicle in an electric vehicle charging station and adding a provision for a fine for unlawful parking in an electric vehicle charging zone, and providing for other properly related matters.

Mr. Morris explained NRS gives the County Commission authority to regulate parking in public parking lots. The original parking ordinance is 40 years old. Storey County Codes need to be kept updated due to changes in society.

Chairman McBride commented he does not like more rules and regulations, but the County provides three spaces for electric vehicles and when gas vehicles park there, the electric cars can't charge.

Public Comment:

Nicole Barde, Storey County resident: Who pays for the chargers?

Mr. Whitten: The chargers were provided by Tesla – two are Tesla only and one universal. These are destination chargers, taking about four hours. A super-charger would take 20 minutes. Having the destination chargers gives plenty of time (for visitors) to explore Virginia City. The County pays for the electricity and can apply for reduced rates through NV Energy.

Ms. Barde asked why the taxpayers pay for "gas".

Mr. Whitten explained more is generated in sales tax than the cost of power for the vehicles. For the record, he has never parked his electric vehicle at these chargers.

Sam Toll: Believes much more would be generated from tickets for those illegally parked at the chargers than is paid for power at the chargers.

Motion: I move to approve first reading of an ordinance 19-xxx, **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

13. DISCUSSION/POSSIBLE ACTION: Transition update from County Manager Pat Whitten and County Manager Designee Austin Osborne.

Mr. Osborne reviewed items that he feels should be addressed in the future. This includes creation of a County-wide Strategic Plan, as well as:

- A BOC joint session with the Planning Commission, and perhaps the VCTC and the School Board;
- Major projects would include:
 - Enacting the recently passed Diesel Tax if the Board wishes;
 - o TRI Retail Center;
 - Staff transitioning including the Planning Department;
 - Zip code name change for TRI;
 - Brothel over-lay zone and Title 17 Ordinance;
 - Waste Management Franchise negotiations;
 - o Pipers Opera House staffing/organizational structure;
 - Lands Bill interpretations;
 - Marlette Water System/water study;
 - Complete CBA bargaining;
 - o Sheriff's Office bargaining for next year.

Mr. Osborne reviewed projects the Planning Department would be taking the lead on.

Mr. Whitten asked for input from the Commission regarding a proposal for him to come back (after retirement) to consult on certain on-going items (such as the Justice Court project and Tesla negotiations). Mr. Whitten reviewed projects that are currently being worked on and the potential list of projects he would continue to work on. This would enable a seamless transition.

14. DISCUSSION/POSSIBLE ACTION: Approval of Contract Agreement with Ecology and Environment Inc. in the amount of \$28,700 to update the Storey County Hazard Mitigation Plan.

Ms. Nevin said the County is required to update its Hazard Mitigation Plan every five years. The purpose of the plan is to reduce loss of life and property due to natural disasters, and to enable mitigation measures. Funds are included in the 2019-20 budget for this update. After approval, work will begin immediately – the plan is due to FEMA early 2020.

Public Comment:

None

Motion: I move to approve a Contract Agreement with Ecology and Environment Inc. in the amount of \$28,700 to update the Storey County Hazard Mitigation Plan, and provide authorization for the County Manager, or his designee, to sign all associated documents, **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

15. RECESS TO CONVENE AD THE STOREY COUNTY LIQUOR LICENSE BOARD

16. DISCUSSION/POSSIBLE ACTION: Approval of 2nd reading for the On-Sale Liquor License, Off-Sale Liquor License & Cabaret License for Union Brewery Virginia City LLC. Place of business: 63 N C St, Virginia City, NV 89440. Applicant is Lisa Matheny.

Sheriff Antinoro said there is nothing from the investigative process that would prohibit this license. Approval is recommended.

Chairman McBride and Vice-Chairman Gilman disclosed that they hold licenses on C Street as well. This does not affect the motion and vote.

Public Comment: None

Motion: I, Lance Gilman, Commissioner, move to approve 2nd reading for the On-Sale Liquor License, Off-Sale Liquor License & Cabaret License for Union Brewery Virginia City LLC. Place of business: 63 N C St, Virginia City, NV 89440. Applicant is Lisa Matheny, **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

17. RECESS TO CONVENE AS THE BOARD OF COUNTY COMMISSIONERS

18. DISCUSSION/POSSIBLE ACTION: Approval of 2nd reading for the general business license for Union Brewery Virginia City LLC. Place of business: 63 N C St, Virginia City, NV 89440. Applicant is Lisa Matheny.

Sheriff Antinoro again stated there is nothing to prohibit approval of this general business license.

Public Comment:

Sam Toll asked if this business is open and conducting business.

Sheriff Antinoro said the business was granted a temporary (license) since the first reading.

Motion: I make a motion to approve the second reading for the general business license for Union Brewery Virginia City LLC. Place of business: 63 N C St, Virginia City, NV 89440. Applicant is Lisa Matheny, **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

19. DISCUSSION/POSSIBLE ACTION: 2019-021 Consideration and possible Grant of ROW Easement to Zayo Group LLC, an easement for an underground optic cable line through Storey County ROW Parcel 2009-17 of Record of Survey Document No. 111647 for Tahoe-Reno Industrial Center LLC recorded in the Office of the Storey County Recorder on August 5, 2009, located in McCarran area of Storey County, Nevada.

Kathy Canfield reviewed this request from the Zayo Group for an underground fiber-optic line through County property.

Public Comment:

None

Motion: In accordance with the recommendation by staff, I, Lance Gilman, move to approve a grant of right-of-way easement 2019-021 to Zayo Group LLC, for an underground optic cable line through Storey County ROW Parcel 2009-17 of Record of Survey Document No. 111647 for Tahoe-Reno Industrial Center LLC recorded in the Office of the Storey County Recorder on August 5, 2009, located in McCarran area of Storey County, Nevada, Action: Approve, Moved by: Vice Chairman Gilman, Seconded by: Commissioner Carmona, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

- **20. DISCUSSION/POSSIBLE ACTION:** Approval of Business Licenses Second Readings (continued from May 21, 2019):
- A. CAMCO NORTH General / PO Box 400518 ~ Las Vegas NV 89119
- B. QUALITY FIRST HOME IMPROVEMENT .- Contractors /6545 Sunrise Blvd #202 ~Citrus Heights, CA
- C. RAM MECHANICAL INC. Contractor / 3506 Moore Rd ~ Ceres, CA
- D. M.C. DEAN, INC. Contractor/ 1765 Greensboro Station Place ~ Tysons, VA
- E. DESERT STAR MHS Contractor/ 5051 N Virginia St #27 ~ Reno, NV
- F. TRI SAGE CONSULTING -General / 5418 Longley Lane Ste A ~ Reno, NV
- G. MEXIKUE TACOS TIJUANA General / 5252 Side hill Drive ~ Sun Valley, NV
- H. SMITH PLUMBING- Contractor/ 533 7th Street ~ Sparks, NV
- I. THERMO SYSTEMS, LLC -General/84 Twin Rivers Dr. ~ E Windsor NJ
- J. BROWN HEATING & AIR CONDITIONING LTD -Contractor/ 7871 Hwy 50 East Carson City, NV
- K. TAYLOR HOME INSPECTIONS General/ 10365 Goldmine Drive ~ Reno, NV

Continued to June 18, 2019

21. PUBLIC COMMENT (No Action)

Laurie Rodriguez read an edited version of a proposal she presented to the NDOT Board on May 13th. It is important to the County as the County would be involved:

"The addition of a third lane to the I-80 has been a topic of discussion but the real issue is how to move people to TRIC. I would like to propose a monorail. Since we are targeting one specific location this would make perfect sense. Elevated trains using the latest technology, are nonpolluting, fast, and quiet. In some areas they are being built on the sides of, and the centers of, existing freeways. Passenger cabs can be added as the demand grows and the trains are proving to be profitable. I see this project in three phases - the first being from Sparks to TRIC, the second would be from Fernley to TRIC, the third would be from Fallon to Fernley. Stations with adequate parking would be needed, as airports have now, and revised bus routes to accommodate riders would be nice. The present employers of TRIC already have 94 shuttles in operation. I envision these vans to be centered at the TRIC station to ferry people to their work places. This would reduce the operating cost for employers encouraging them to keep the vanpools. It is in the approximate \$400 million budget projected for the third-leg build, I think a miniscule amount could be allocated for a feasibility study of a monorail. Many of the major costs of building these systems is literally moving mountains. We don't have that problem with the corridor. Also, construction companies should have verifiable experience building elevated trains as a requirement to submit a bid. We need to make changes starting now, because if we don't start now - then when? It is so easy to fall back on the "same ole - same ole". If countries all over the world are building these, so can we. I am speaking about this idea to nine different County Commission and City Council meetings in the area to see if there is interest for this endeavor. We have nothing to lose by researching this mode of travel and everything to gain. My original presentation to NDOT also included high-speed train proposals for the I-11 and the I-15 - but today I am speaking specifically to the I-80. If you and your constituents would support a feasibility study for the monorail, I encourage you to go to the NDOT Board meetings and contact the Director's Office, the Governor's Office, and Kate Wilson in the Lieutenant Governor's Office. We can make a difference if we let our representatives know that we would like to see this happen. We need to be determined, patient, and involved from the start - only then can we see this project become what we want it to be for now and in the future."

Chairman McBride asked Ms. Rodriguez if there were any numbers indicating how long it takes a transportation system to pay for itself.

Ms. Rodriguez answered no, as we don't have the population that other places have. The one in Las Vegas took a while, but it is paying for itself now.

Sam Toll: He is encouraged by the comments made by Ms. Rodriguez – forward thinking projects regarding transportation. He is reluctant for Storey County taxpayers to foot any more than is necessary in this (project) since very few Storey County residents would enjoy (use) it. Storey County businesses would benefit greatly.

Mr. Toll said he is disappointed that his agenda item request to have public comment at the beginning of the meeting, as well as the end, was denied. This is a message to the public that they come last and it discourages public input. Mr. Toll requested Commissioner Carmona to provide opportunity to the public that was not had with previous Boards.

Mr. Toll noted that Governor Sisolak will have opportunity to sign a bill that would enhance and "put teeth in" the public request law and prevent stone-walling. He has 8 public requests in at the

District Attorney's office. Commitments have not been kept in filling these requests. He has offered to help in fulfilling the requests.

It would be great to move Public Comment to the beginning and the end of the meeting.

22. ADJOURNMENT of all active and recessed Boards on the Agenda

Chairman McBride adjourned the meeting at 11:53 AM.

Respectfully submitted,

Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 07-02-	19	Estimate of time required: 0 - 5
Agenda: Consent [X]	Regular agenda []	Public hearing required []
1. Title: Business Lice	nse First Readings	- Approval
		(if approved as part of the Consent Agenda) I move to ed from consent agenda by request).
3. Prepared by: Saral	n Dillon	
Department: Comm	nunity Development	Telephone: 847-0966
on the consent a meeting for app	agenda. The applicat roval.	tted business license applications are normally approved ions are then submitted at the next Commissioner's
5. Supporting materia	ils: See attached Age	enda Letter
5. Fiscal impact:		
Funds Available	e: Fun	d:Comptroller
7. Legal review requir		District Attorney
Reviewed by: X Departm	ent Head	Department Name: Community Development
County	anager	Other agency review:
Board action: [] Approve [] Denied	ed []	Approved with Modifications Continued

Storey County Community Bevelopment



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

To: Vanessa Stephens, Clerk's Office Pat Whitten, County Manager July 2, 2019 Via email

Fr: Sarah Dillon

Please add the following item(s) to the July 2, 2019 COMMISSIONERS Consent Agenda:

LICENSING BOARD FIRST READINGS:

- A. SPECTROTEL, INC. General / 1595 Peachtree Pkwy Ste 204-337 Cumming GA
- B. CORONA STEEL, INC. Contractor / 3015 106th St. S Lakewood, WA
- C. J V SHEEHAN GENERAL CONTRACTING Contractor / 2640 Emily Street ~ Reno, NV
- D. FUTURE FIRE PROTECTION, INC. Contractor / PO Box 50238 ~ Sparks, NV
- E. CRESTLINE CONSTRUCTION Contractor / 3600 Crates Way Ste 100, The Dallas OR
- F. TANK CONNECTION, LLC. Contractor / 3609 N 16th Street ~ Parsons KS
- G. SHANGHAI RESTURANT General / 1269 Baring Blvd ~ Sparks, NV
- H. VC NV BED & BREAKFAST SUN MNT HOUSE General / PO Box 162 VC, NV

Ec: Community Development Commissioners' Office Planning Department Comptroller's Office Sheriff's Office



Storey County Board of County Commissioners Agenda Action Report

Meeting date:
Agenda Item Type: Consent Agenda

Estimate of Time Required: 0-5 min

end	la Item Type: Consent Agenda	
1.	<u>Title:</u> For possible action, approval of	claims in the amount of \$ 966,620.62.
2.	Recommended motion: Approve claim	ms as part of the consent agenda.
3.	Prepared by: V Stephens	
	Department: Treasurer	Contact Number: 847-0969
4.	Staff Summary: Claims are attached.	
5.	Supporting Materials: See attached	
6.	Fiscal Impact: 0	
7.	Legal review required: No	
8.	Reviewed by:	
	Department Head	Department Name: Treasurer
	County Manager	Other Agency Review:
9.	Board Action:	
	[] Approved	[] Approved with Modification
	[] Denied	[] Continued



Packet: APPKT00817 - 2019-06-14 PR Payment cw

By Check Number

-						
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-Al	Bank					
300007	USAA 529 College Savings Plans	06/14/2019	EFT	0.00	50.00	10027
300003	AFLAC	06/14/2019	Regular	0.00	1,248.42	96146
300008	AFSCME Union	06/14/2019	Regular	0.00	557.04	96147
405519	Cigna Health and Life Insurance Con-	06/14/2019	Regular	0.00	119,750.83	96148
	Void	06/14/2019	Regular	0.00	0.00	96149
300001	Colonial Life & Accident	06/14/2019	Regular	0.00	111.69	96150
404704	DVM INSURANCE AGENCY	06/14/2019	Regular	0.00	111.49	96151
405264	FIDELITY SEC LIFE INS CO	06/14/2019	Regular	0.00	1,389.18	96152
405263	KANSAS CITY LIFE INS CO	06/14/2019	Regular	0.00	732.36	96153
300011	Nevada State Treasurer	06/14/2019	Regular	0.00	4.00	96154
103233	PUBLIC EMPLY RETIREMENT SYSTEM	06/14/2019	Regular	0.00	46.66	96155
300010	State Collection & Disbursement Un	06/14/2019	Regular	0.00	197.70	96156
300006	Storey Co Fire Fighters Assoc	06/14/2019	Regular	0.00	1,300.00	96157
404639	VOYA RETIREMENT INS	06/14/2019	Regular	0.00	8,296.50	96158
300005	Washington National Ins	06/14/2019	Regular	0.00	518.99	96159
300002	Western Insurance Specialties	06/14/2019	Regular	0.00	363.34	96160

Bank Code AP Bank Summary

	Payabie	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	30	14	0.00	134,628.20
Manual Checks	0	0	0.00	0.00
Voided Checks	0.	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	1	1	0.00	50.00
	31	16	0.00	134.678.20

Approved by the St	orey County Board of Comr	missioners:
Chairman	Commissioner	Commissioner
Comptroller	Date	
Treasurer	Date	

Fund Summary

 Fund
 Name
 Period
 Amount

 999
 Pooled Cash Account
 6/2019
 134,678.20

 134,678.20
 134,678.20



By Vendor Name Vendor History Report

Posting Date Range -

Payment Date Range 06/14/2019 - 06/14/2019

Payable Number	Description		Post Date	1099 Pa	Payment Number	Payment Date	nt Date	Amount Shipping	Shipping	Тах	Tax Discount	Net	Payment
Item Description	Units	Price	Amount /	Account Number	ē	Account Name	e.	Dist Amount	ount				
Vendor Set: 01 - Storey County Vendors	nty Vendors												
405424 - Optum Bank, Member FDIC	ber FDIC							11,265.77	0.00	0.00	0.00	11,265.77	11,265.77
INV0004829	HSA Contributions		6/14/2019	Õ	DFT0000243	6/14/2019		11,265.77	0.00	0.00	0.00	11,265.77	11,265.77
HSA Contributions	00:00	0.00	11,265.77	001-29506-000		Insurances		11,265.77	72.5				
				Vendors: (1)		Total 01 - Storey County Vendors:	y Vendors:	11,265.77	0.00	0.00	0.00	0.00 11,265.77	11,265.77
					Vendo	Vendors: (1) Report Total:		11,265.77	0.00	0.00	0.00	0.00 11,265.77 1	11,265.77



Packet: PRPKT00328 - 2019-06-14 Payroll cw

Payroll Set: Storey County - 01

Payroll	Check	Register
	Report	Summary

Pay Period: 5/27/2019-6/9/2019

ACCO

Туре	Count	Amount
Regular Checks	10	7,228.12
Manual Checks	0	0.00
Reversals	0.	0.00
Voided Checks	0	0.00
Direct Deposits	173	346,185.32
Total	183	353,413.44

Approved by the Si	torey County Board of Comi	missioners:
Chairman	Commissioner	Commissioner
Comptroller	Date	
Treasurer	Date	



By Check Number

/endor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Numbe
Bank Code: AP Bank-Al	P Bank					
105577	Silver State Mobile Home Park	06/14/2019	Regular	0.00	6,000.00	96161

J.				
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1.	1	0.00	6,000.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0.	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	•		0.00	c 000 00

Approved by the S	torey County Board of Comi	missioners:
Chairman	Commissioner	Commissioner
Comptroller	Date	_
Treasurer	Date	_

Fund Summary

 Fund
 Name
 Period
 Amount

 999
 Pooled Cash Account
 6/2019
 6,000.00

 6,000.00
 6,000.00



Packet: APPKT00852 - 2019-06-21 Payments cw

By Check Number

164 1 4 1



Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
10050	ADVANCED DATA SYSTEMS INC	06/21/2019	Regular	0.00	3,446.00	96162
101589	AIRGAS NON INC	06/21/2019	Regular	0.00	151.27	96163
400481	ALLISON, MACKENZIE, LTD	06/21/2019	Regular	0.00	930.00	96164
403795	ALPINE LOCK INC	06/21/2019	Regular	0.00	28.75	96165
100135	ALSCO INC	06/21/2019	Regular	0.00	320.05	96166
404935	AMES CONSTRUCTION	06/21/2019	Regular	0.00	12,459.25	96167
403651	ARC HEALTH AND WELLNESS	06/21/2019	Regular	0.00	6,403.18	96168
405268	ARGENTUM PARTNERS, LTD	06/21/2019	Regular	0.00	10,000.00	96169
403619	AT&T TELECONFERENCE SERVI	06/21/2019	Regular	0.00	9.42	96170
405555	Auto Warehouse	06/21/2019	Regular	0.00	484.56	96171
100285	AVS DEVELOPMENT LTD	06/21/2019	Regular	0.00	250.00	96172
405380	Barkdull-Spencer, Elaine	06/21/2019	Regular	0.00	6,505.81	96173
101605	BERRY ENTERPRISES	06/21/2019	Regular	0.00	3,915.90	96174
405566	Brandon, Ryan	06/21/2019	Regular	0.00	500.00	96175
403671	BURRELL, SCOTT LEWIS	06/21/2019	Regular	0.00	229.50	96176
100476	BURTON'S FIRE INC	06/21/2019	Regular	0.00	1,727.47	96177
405531	Carson City Culture and Tourism Aut		Regular	0.00	466.97	
405579	Carter, Brett M.	06/21/2019	Regular	0.00	408.45	96179
99720	CASELLE INC	06/21/2019	Regular	0.00	202.00	96180
100597	CASHMAN EQUIPMENT CORP	06/21/2019	Regular	0.00	190.00	96181
403268	CELLCO PARTNERSHIP	06/21/2019	Regular	0.00	2,478.88	96182
403635	CENTRAL SANITARY SUPPLY	06/21/2019	Regular	0.00	211.53	96183
404991	CENTRAL SIERRA CONST INC	06/21/2019	Regular	0.00	18,300.00	96184
403775	CHARM-TEX	06/21/2019	Regular	0.00	145.80	96185
405235	CHARTWELL STAFFING SERV	06/21/2019	Regular	0.00	1,573.20	96186
405134	CMC TIRE INC	06/21/2019	Regular	0.00	1,789.96	96187
403822	COLLECTION SERVICE OF NEV	06/21/2019	Regular	0.00		96188
99708	COLLINS CONSTRUCTION	06/21/2019	Regular	0.00	1,400.00	96189
403327	COMBS, GRANT L	06/21/2019	Regular	0.00	6,516.78	96190
405573	Combs, Stacy	06/21/2019	Regular	0.00	100.00	96191
100655	COMMUNITY CHEST INC	06/21/2019	Regular	0.00	175.00	96192
403990	COMSTOCK CEMETERY FOUNDAT	06/21/2019	Regular	0.00	240.00	96193
403887	COMSTOCK GOLD MILL LLC	06/21/2019	Regular	0.00	144.00	96194
405452	Dunseath, James Scott	06/21/2019	Regular	0.00	468.00	96195
404176	DX-10 INC	06/21/2019	Regular	0.00	792.00	96196
404547	ELLIOTT AUTO SUPPLY INC	06/21/2019	Regular	0.00	8,073.43	96197
404509	FASTENAL COMPANY	06/21/2019	Regular	0.00	576.40	96198
101485	FERGUSON ENTERPRISES INC	06/21/2019	Regular	0.00	3,071.48	96199
403975	FERRELLGAS LP	06/21/2019	Regular	0.00	436.94	96200
404640	GLADDING, EDWARD A.	06/21/2019	Regular	0.00	6,960.00	96201
404896	GOLDEN GATE/SET PETROLEUM	06/21/2019	Regular	0.00	1,803.64	96202
101899	GRAINGER	06/21/2019	Regular	0.00	393.44	96203
100856	GRANITE CONSTRUCTION CO	06/21/2019	Regular	0.00	959.00	96204
404778	HAT, LTD	06/21/2019	Regular	0.00	3,732.96	96205
102983	HD SUPPLY FACIL MAINT LTD	06/21/2019	Regular	0.00	937.47	96206
403040	HENRY SCHEIN	06/21/2019	Regular	0.00	6,589.50	96207
100826	HISTORIC FOURTH WARD SCHOOL F	06/21/2019	Regular	0.00	348.00	96208
405302	Institute for Enviornmental Health Ir		Regular	0.00	359.33	96209
404328	INTERCEPT INC	06/21/2019	Regular	0.00	424.00	96210
100885	IRON MOUNTAIN INFO MGT IN	06/21/2019	Regular	0.00	296.55	96211
403834	IT1 SOURCE LLC	06/21/2019	Regular	0.00	1,330.33	96212
404771	ITS MY COMMUNITY STORE	06/21/2019	Regular	0.00		96213
103317	JBP LLC	06/21/2019	Regular	0.00	653.64	
405576	Jourdonnais, Tyler Malcolm	06/21/2019	Regular	0.00	500.00	
	• •					

Citozii (tegiste)						_
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
405569	Kotrba, Colleen	06/21/2019	Regular	0.00	125.00	96216
405184	LAS VEGAS TACTICAL LLC.	06/21/2019	Regular	0.00	486.87	96217
404105	LEND A CHEK	06/21/2019	Regular	0.00	370.00	96218
404102	LIQUID BLUE EVENTS LLC	06/21/2019	Regular	0.00	20,160.59	96219
404102	LIQUID BLUE EVENTS LLC	06/21/2019	Regular	0.00	88,000.00	96220
405580	Loveberg, Robert G.	06/21/2019	Regular	0.00	4,844.00	96221
404363	MA LABORATORIES INC	06/21/2019	Regular	0.00	1,658.99	96222
405077	MACKAY MANSION	06/21/2019	Regular	0.00	418.50	96223
404136	MCELLISTREM, JOSEPH E	06/21/2019	Regular	0.00	2,800.00	96224
405307	Mckechnie, Marla J.	06/21/2019	Regular	0.00	1,259.00	96225
404538	MELVYN GREEN & ASSOC INC	06/21/2019	Regular	0.00	2,000.00	96226
100471	MOUND HOUSE TRUE VALUE	06/21/2019	Regular	0.00	49.46	96227
403426	MUNICIPAL CODE CORP	06/21/2019	Regular	0.00	250.00	96228
404207	NALS OF NEVADA	06/21/2019	Regular	0.00	135.00	96229
101228	NEV ADMIN BLDG & GROUNDS	06/21/2019	Regular	0.00	6,303.19	96230
101343	NEV DEPT HUMAN RESOURCES	06/21/2019	Regular	0.00	1,154.57	96231
403317	NEV DEPT PUBLIC SAFETY	06/21/2019	Regular	0.00	1,286.25	96232
101335	NEV DEPT TAXATION	06/21/2019	Regular	0.00	87.25	96233
101026	NEV LEGISLATIVE COUNSEL	06/21/2019	Regular	0.00	125.00	96234
403632	NEVADA BLUE LTD (RNO)	06/21/2019	Regular	0.00	38.50	96235
101209	NEVADA DISTRICT ATTORNEYS ASSC		Regular	0.00	150.00	96236
403693	NORTHERN NV BUSINESS WKLY	06/21/2019	Regular	0.00	278.04	96237
402926	OFFSITE DATA DEPOT, LLC	06/21/2019	Regular	0.00	246.50	
103220	ON THE SIDE GRAPHICS & SI	06/21/2019	Regular	0.00		96239
404118	OPTUMINSIGHT INC	06/21/2019	Regular	0.00	292.50	
405127	O'REILLY AUTO ENTERPRISES LLC	06/21/2019	Regular	0.00		96241
404870	OSBORNE, JOAN	06/21/2019	Regular	0.00	4,950.00	96242
404556	OUTFRONT MEDIA LLC	06/21/2019	Regular	0.00	644.68	
403895	PETRINI, ANGELO D	06/21/2019	Regular	0.00	143.50	
101435	PITNEY BOWES GLOBAL (LEA)	06/21/2019	Regular	0.00		96245
103032	POWERPLAN	06/21/2019	Regular	0.00	1,002.10	96246
103221		06/21/2019	Regular	0.00	2,189.68	96247
404929	PUCKETT, LANE	06/21/2019	Regular	0.00	150.00	
404797	PYROGUYS, INC	06/21/2019	Regular	0.00	7,500.00	
405458		06/21/2019	Regular	0.00		96250
402937	Rapid Space, LLC	06/21/2019	Regular	0.00	319.13	96251
404863	RAY MORGAN CO INC. (CA)	06/21/2019	Regular	0.00		96252
405095	REFUSE, INC. ROBERTS, BOBBI JEAN	06/21/2019	Regular	0.00	332.06	
405578	Robinson, Randy	06/21/2019	Regular	0.00	100.00	96254
10026	RUPPCO INC	06/21/2019	Regular	0.00		96255
			-	0.00		96256
200395 103241	SAINT MARYS ARTCENTER INC	06/21/2019	Regular	0.00		96257
405320	SBC GLOBAL SERVICES IN LD	06/21/2019 06/21/2019	Regular Regular	0.00	773.86	
	Ses Nevada, LLC	· . · .		0.00	86,844.18	
101761	SHERMAN AND HOWARD LLC	06/21/2019	Regular			
405081	SHERMARK DISTRIBUTORS INC	06/21/2019	Regular	0.00	235.00	
404187	SHOAF, BRIAN ALLEN	06/21/2019	Regular	0.00	6.00	96261
102462	SIERRA ENVIRONMENTAL MONITOF		Regular	0.00	253.00	
101632	SIERRA PEST CONTROL INC	06/21/2019	Regular	0.00		96263
403957	SILVERLAND USA INC	06/21/2019	Regular	0.00	1,000.00	
404195	SOUTHERN GLAZERS WINE & S	06/21/2019	Regular	0.00	1,238.10	
403234	SPALLONE, DOMINIC J III	06/21/2019	Regular	0.00	440.75	
101658	SPB UTILITY SERVICES INC	06/21/2019	Regular	0.00	408.00	
405572	Spence, Daniel	06/21/2019	Regular	0.00	750.00	
102441	ST CO SHERIFF	06/21/2019	Regular	0.00	262.75	
101745	ST CO WATER SYSTEM	06/21/2019	Regular	0.00		96270
405475	Staples Contract & Commercial, Inc	06/21/2019	Regular	0.00	833.07	
405425	Storey County Sheriff	06/21/2019	Regular	0.00	140.25	
403892	SUN PEAK ENTERPRISES	06/21/2019	Regular	0.00	1,622.00	
405575	Superior Hydraulic & Fabrication, Inc.		Regular	0.00	106.66	
404675	SUPERIOR POOL PRODUCTS	06/21/2019	Regular	0.00	669.10	
405244	SUTTON HAGUE LAW CORP	06/21/2019	Regular	0.00	1,130.00	96276

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405124 TERRY, SHIRLEY 06/21/2019 Regular 0.00 990.00 96277 404615 THE ANTOS AGENCY 06/21/2019 Regular 0.00 5,625,09 96278 404473 THE DUBE' GROUP INC 06/21/2019 Regular 0.00 4,523.17 96280 403447 TRI-VENTURES INC 06/21/2019 Regular 0.00 52.00 96281 403728 UNIVERSITY OF CHICAGO 06/21/2019 Regular 0.00 263.76 96283 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 76.00 96284 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 76.00 96284 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 76.00 96285 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 20.00 96285 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 20.00 96288 403894	Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
404473 THE DUBE' GROUP INC 06/21/2019 Regular 0.00 4,592.40 96279 404845 THOMAS PETROLEUM LLC 06/21/2019 Regular 0.00 4,623.17 96280 403447 TRI-VENTURES INC 06/21/2019 Regular 0.00 52.00 96281 403447 TRI-VENTURES INC 06/21/2019 Regular 0.00 183.84 96282 404522 UNIVERSITY OF CHICAGO 06/21/2019 Regular 0.00 263.76 96283 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 76.00 96284 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 76.00 96285 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 76.00 96285 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 20.00 96286 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 11,600.00 96287 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 2,611.00 96288 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 2,611.00 96288 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 28,850.00 96289 403893 VIRGINIA CITY TOURS INC 06/21/2019 Regular 0.00 24,610.00 96290 402820 WALKER & ASSOCIATES 06/21/2019 Regular 0.00 2,425.00 96291 103009 WASHOE COUNTY SENIOR SERV 06/21/2019 Regular 0.00 1,889.46 96292 103080 WATERS SEPTIC TANK SV DBA 06/21/2019 Regular 0.00 354.29 96294 405523 Wells Fargo Bank, N.A. 06/21/2019 Regular 0.00 354.29 96294 405526 WILLAMAN, GABRIEL 06/21/2019 Regular 0.00 35.20.0 96295 405525 Wright, Gary Everett Jr. 06/21/2019 Regular 0.00 5.540.00 96297 405525 Wright, Gary Everett Jr. 06/21/2019 Regular 0.00 5.540.00 96297 405525 Wright, Gary Everett Jr. 06/21/2019 Regular 0.00 5.540.00 96297	405124	TERRY, SHIRLEY	06/21/2019	Regular	0.00	990.00	96277
404845 THOMAS PETROLEUM LLC 06/21/2019 Regular 0.00 4,623.17 96280 403447 TRI-VENTURES INC 06/21/2019 Regular 0.00 52.00 96281 403728 UNITED SITE SERVICES OF NEVADA 06/21/2019 Regular 0.00 183.84 96282 404522 UNIVERSITY OF CHICAGO 06/21/2019 Regular 0.00 263.76 96283 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 76.00 96284 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 76.00 96285 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 76.00 96285 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 20.00 96285 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 11,600.00 96287 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 2,611.00 96288 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 2,611.00 96288 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 28,850.00 96289 403893 VIRGINIA CITY TOURS INC 06/21/2019 Regular 0.00 28,850.00 96289 402820 WALKER & ASSOCIATES 06/21/2019 Regular 0.00 521.00 96291 103009 WASHOE COUNTY SENIOR SERV 06/21/2019 Regular 0.00 1,889.46 96291 103009 WASHOE COUNTY SENIOR SERV 06/21/2019 Regular 0.00 354.29 96294 405523 Wells Fargo Bank, N.A. 06/21/2019 Regular 0.00 354.29 96294 405523 Wells Fargo Bank, N.A. 06/21/2019 Regular 0.00 352.00 96295 103237 WESTERN ENVIRONMENTAL LAB 06/21/2019 Regular 0.00 352.00 96295 101920 WESTERN NEVADA SUPPLY CO 06/21/2019 Regular 0.00 352.00 96297 405525 Wright, Gary Everett Jr. 06/21/2019 Regular 0.00 5,540.00 96297 405525 Wright, Gary Everett Jr. 06/21/2019 Regular 0.00 5,540.00 96297 405466 ZOII Medical Corporation 06/21/2019 Regular 0.00 454.00 96298	404615	THE ANTOS AGENCY	06/21/2019	Regular	0.00	5,625.09	96278
403447 TRI-VENTURES INC 06/21/2019 Regular 0.00 52.00 96281 403728 UNITED SITE SERVICES OF NEVADA 06/21/2019 Regular 0.00 183.84 96282 404522 UNIVERSITY OF CHICAGO 06/21/2019 Regular 0.00 263.76 96283 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 76.00 96284 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 76.00 96285 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 200.00 96285 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 200.00 96285 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 200.00 96286 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 11,600.00 96287 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 2,611.00 96288 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 2,850.00 96289 403893 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 28,850.00 96289 402820 WALKER & ASSOCIATES 06/21/2019 Regular 0.00 521.00 96290 402820 WALKER & ASSOCIATES 06/21/2019 Regular 0.00 2,425.00 96291 103009 WASHOE COUNTY SENIOR SERV 06/21/2019 Regular 0.00 1,889.46 96292 103080 WATERS SEPTIC TANK SV DBA 06/21/2019 Regular 0.00 354.29 96294 405523 Wells Fargo Bank, N.A. 06/21/2019 Regular 0.00 352.00 96295 101920 WESTERN NEVADA SUPPLY CO 06/21/2019 Regular 0.00 352.00 96295 101920 WESTERN NEVADA SUPPLY CO 06/21/2019 Regular 0.00 5,540.00 96297 405525 Wright, Gary Everett Jr. 06/21/2019 Regular 0.00 5,540.00 96297 405525 Wright, Gary Everett Jr. 06/21/2019 Regular 0.00 5,540.00 96297 4054066 ZOIL Medical Corporation 06/21/2019 Regular 0.00 454.00 96297	404473	THE DUBE' GROUP INC	06/21/2019	Regular	0.00	4,592.40	96279
403728 UNITED SITE SERVICES OF NEVADA 06/21/2019 Regular 0.00 183.84 96282 UNIVERSITY OF CHICAGO 06/21/2019 Regular 0.00 263.76 96283 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 76.00 96284 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 76.00 96285 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 76.00 96285 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 200.00 96286 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 11,600.00 96286 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 11,600.00 96287 10403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 2,611.00 96288 1043894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 2,611.00 96288 1043894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 2,611.00 96288 1043894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 521.00 96290 1043893 VIRGINIA CITY TOURS INC 06/21/2019 Regular 0.00 521.00 96290 1043893 VIRGINIA CITY TOURS INC 06/21/2019 Regular 0.00 521.00 96291 103009 WASHOE COUNTY SENIOR SERV 06/21/2019 Regular 0.00 1,889.46 96292 103080 WATERS SEPTIC TANK SV DBA 06/21/2019 Regular 0.00 740.00 96293 103237 WESTERN ENVIRONMENTAL LAB 06/21/2019 Regular 0.00 50.00 96295 103237 WESTERN ENVIRONMENTAL LAB 06/21/2019 Regular 0.00 50.00 96295 103237 WESTERN NEVADA SUPPLY CO 06/21/2019 Regular 0.00 5,540.00 96295 103237 WESTERN NEVADA SUPPLY CO 06/21/2019 Regular 0.00 5,540.00 96295 103237 WESTERN NEVADA SUPPLY CO 06/21/2019 Regular 0.00 5,540.00 96295 103266 VILLAMAN, GABRIEL 06/21/2019 Regular 0.00 5,540.00 96295 103266 VILLAMAN, GABRIEL 06/21/2019 Regular 0.00 5,540.00 96295 103266 Zoll Medical Corporation 06/21/2019 Regular 0.00 1,875.00 96299	404845	THOMAS PETROLEUM LLC	06/21/2019	Regular	0.00	4,623.17	96280
404522 UNIVERSITY OF CHICAGO 06/21/2019 Regular 0.00 263.76 96283 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 76.00 96284 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 76.00 96285 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 200.00 96285 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 200.00 96286 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 11,600.00 96287 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 2,611.00 96288 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 28,850.00 96289 403893 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 521.00 96290 402820 WALKER & ASSOCIATES 06/21/2019 Regular 0.00 521.00 96291 103009 WASHOE COUNTY SENIOR SERV 06/21/2019 Regular 0.00 1,889.46 96292 103080 WATERS SEPTIC TANK SV DBA 06/21/2019 Regular 0.00 354.29 96294 405523 Wells Fargo Bank, N.A. 06/21/2019 Regular 0.00 354.29 96294 103237 WESTERN ENVIRONMENTAL LAB 06/21/2019 Regular 0.00 3,528.00 96295 101920 WESTERN NEVADA SUPPLY CO 06/21/2019 Regular 0.00 3,528.00 96295 101920 WESTERN NEVADA SUPPLY CO 06/21/2019 Regular 0.00 5,540.00 96297 405525 Wright, Gary Everett Jr. 06/21/2019 Regular 0.00 5,540.00 96297 405466 Zoll Medical Corporation 06/21/2019 Regular 0.00 1,875.00 96299	403447	TRI-VENTURES INC	06/21/2019	Regular	0.00	52.00	96281
101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 76.00 96284 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 76.00 96285 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 200.00 96285 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 200.00 96286 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 11,600.00 96287 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 2,611.00 96288 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 28,850.00 96289 403893 VIRGINIA CITY TOURS INC 06/21/2019 Regular 0.00 521.00 96290 402820 WALKER & ASSOCIATES 06/21/2019 Regular 0.00 2,425.00 96291 103009 WASHOE COUNTY SENIOR SERV 06/21/2019 Regular 0.00 1,889.46 96292 103080 WATERS SEPTIC TANK SV DBA 06/21/2019 Regular 0.00 740.00 96293 405523 Wells Fargo Bank, N.A. 06/21/2019 Regular 0.00 354.29 96294 103237 WESTERN ENVIRONMENTAL LAB 06/21/2019 Regular 0.00 35.28.00 96295 101920 WESTERN NEVADA SUPPLY CO 06/21/2019 Regular 0.00 3,528.00 96296 405226 WILLAMAN, GABRIEL 06/21/2019 Regular 0.00 5,540.00 96297 405525 Wright, Gary Everett Jr. 06/21/2019 Regular 0.00 454.00 96298 405466 Zoll Medical Corporation 06/21/2019 Regular 0.00 454.00 96298	403728	UNITED SITE SERVICES OF NEVADA	06/21/2019	Regular	0.00	183.84	96282
101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 76.00 96285 101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 200.00 96286 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 11,600.00 96287 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 2,611.00 96288 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 28,850.00 96289 403893 VIRGINIA CITY TOURS INC 06/21/2019 Regular 0.00 521.00 96290 402820 WALKER & ASSOCIATES 06/21/2019 Regular 0.00 2,425.00 96291 103009 WASHOE COUNTY SENIOR SERV 06/21/2019 Regular 0.00 1,889.46 96292 103080 WATERS SEPTIC TANK SV DBA 06/21/2019 Regular 0.00 740.00 96293 405523 Wells Fargo Bank, N.A. 06/21/2019 Regular 0.00 354.29 96294 103237 WESTERN ENVIRONMENTAL LAB 06/21/2019 Regular 0.00 50.00 96295 101920 WESTERN NEVADA SUPPLY CO 06/21/2019 Regular 0.00 3,528.00 96296 405226 WILLAMAN, GABRIEL 06/21/2019 Regular 0.00 5,540.00 96297 405525 Wright, Gary Everett Jr. 06/21/2019 Regular 0.00 454.00 96298 405466 Zoll Medical Corporation 06/21/2019 Regular 0.00 454.00 96298	404522	UNIVERSITY OF CHICAGO	06/21/2019	Regular	0.00	263.76	96283
101845 US POSTOFFICE (VC) 06/21/2019 Regular 0.00 200.00 96286 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 11,600.00 96287 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 2,611.00 96288 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 28,850.00 96289 403893 VIRGINIA CITY TOURS INC 06/21/2019 Regular 0.00 52,000 96289 402820 WALKER & ASSOCIATES 06/21/2019 Regular 0.00 2,425.00 96291 103009 WASHOE COUNTY SENIOR SERV 06/21/2019 Regular 0.00 1,889.46 96292 103080 WATERS SEPTIC TANK SV DBA 06/21/2019 Regular 0.00 740.00 96293 405523 Wells Fargo Bank, N.A. 06/21/2019 Regular 0.00 354.29 96294 103237 WESTERN ENVIRONMENTAL LAB 06/21/2019 Regular 0.00 50.00 96295 101920 WESTERN NEVADA SUPPLY CO 06/21/2019 Regular 0.00 3,528.00 96296 405226 WILLAMAN, GABRIEL 06/21/2019 Regular 0.00 5,540.00 96297 405525 Wright, Gary Everett Jr. 06/21/2019 Regular 0.00 454.00 96298 405466 Zoll Medical Corporation 06/21/2019 Regular 0.00 454.00 96298	101845	US POSTOFFICE (VC)	06/21/2019	Regular	0.00	76.00	96284
403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 11,600.00 96287 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 2,611.00 96288 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 28,850.00 96289 403893 VIRGINIA CITY TOURS INC 06/21/2019 Regular 0.00 521.00 96290 402820 WALKER & ASSOCIATES 06/21/2019 Regular 0.00 2,425.00 96291 103009 WASHOE COUNTY SENIOR SERV 06/21/2019 Regular 0.00 1,889.46 96292 103080 WATERS SEPTIC TANK SV DBA 06/21/2019 Regular 0.00 740.00 96293 405523 Wells Fargo Bank, N.A. 06/21/2019 Regular 0.00 354.29 96294 103237 WESTERN ENVIRONMENTAL LAB 06/21/2019 Regular 0.00 50.00 96295 101920 WESTERN NEVADA SUPPLY CO 06/21/2019 Regular 0.00 3,528.00 96296 405525 Wright, Gary Everett Jr. 06/21/2019 Regular 0.00 5,540.00 96297 405525 Wright, Gary Everett Jr. 06/21/2019 Regular 0.00 454.00 96298 405466 Zoll Medical Corporation 06/21/2019 Regular 0.00 1,875.00 96299	101845	US POSTOFFICE (VC)	06/21/2019	Regular	0.00	76.00	96285
403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 2,611.00 96288 403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 28,850.00 96289 403893 VIRGINIA CITY TOURS INC 06/21/2019 Regular 0.00 521.00 96290 402820 WALKER & ASSOCIATES 06/21/2019 Regular 0.00 2,425.00 96291 103009 WASHOE COUNTY SENIOR SERV 06/21/2019 Regular 0.00 1,889.46 96292 103080 WATERS SEPTIC TANK SV DBA 06/21/2019 Regular 0.00 740.00 96293 405523 Wells Fargo Bank, N.A. 06/21/2019 Regular 0.00 354.29 96294 103237 WESTERN ENVIRONMENTAL LAB 06/21/2019 Regular 0.00 50.00 96295 101920 WESTERN NEVADA SUPPLY CO 06/21/2019 Regular 0.00 3,528.00 96296 405526 WILLAMAN, GABRIEL 06/21/2019 Regular 0.00 5,540.00 96297 405525 Wright, Gary Everett Jr. 06/21/2019 Regular 0.00 454.00 96298 405466 Zoll Medical Corporation 06/21/2019 Regular 0.00 454.00 96298	101845	US POSTOFFICE (VC)	06/21/2019	Regular	0.00	200.00	96286
403894 VIRGINIA & TRUCKEE RR CO, INC. 06/21/2019 Regular 0.00 28,850.00 96289 403893 VIRGINIA CITY TOURS INC 06/21/2019 Regular 0.00 521.00 96290 402820 WALKER & ASSOCIATES 06/21/2019 Regular 0.00 2,425.00 96291 103009 WASHOE COUNTY SENIOR SERV 06/21/2019 Regular 0.00 1,889.46 96292 103080 WATERS SEPTIC TANK SV DBA 06/21/2019 Regular 0.00 740.00 96293 405523 Wells Fargo Bank, N.A. 06/21/2019 Regular 0.00 354.29 96294 103237 WESTERN ENVIRONMENTAL LAB 06/21/2019 Regular 0.00 50.00 96295 101920 WESTERN NEVADA SUPPLY CO 06/21/2019 Regular 0.00 3,528.00 96296 405226 WILLAMAN, GABRIEL 06/21/2019 Regular 0.00 5,540.00 96297 405525 Wright, Gary Everett Jr. 06/21/2019 Regular 0.00 454.00 96298 405466 Zoll Medical Corporation 06/21/2019 Regular 0.00 1,875.00 96299	403894	VIRGINIA & TRUCKEE RR CO, INC.	06/21/2019	Regular	0.00	11,600.00	96287
403893 VIRGINIA CITY TOURS INC 06/21/2019 Regular 0.00 521.00 96290 402820 WALKER & ASSOCIATES 06/21/2019 Regular 0.00 2,425.00 96291 103009 WASHOE COUNTY SENIOR SERV 06/21/2019 Regular 0.00 1,889.46 96292 103080 WATERS SEPTIC TANK SV DBA 06/21/2019 Regular 0.00 740.00 96293 405523 Wells Fargo Bank, N.A. 06/21/2019 Regular 0.00 354.29 96294 103237 WESTERN ENVIRONMENTAL LAB 06/21/2019 Regular 0.00 50.00 96295 101920 WESTERN NEVADA SUPPLY CO 06/21/2019 Regular 0.00 3,528.00 96296 405226 WILLAMAN, GABRIEL 06/21/2019 Regular 0.00 5,540.00 96297 405525 Wright, Gary Everett Jr. 06/21/2019 Regular 0.00 454.00 96298 405466 Zoll Medical Corporation 06/21/2019 Regular 0.00 1,875.00 96299	403894	VIRGINIA & TRUCKEE RR CO, INC.	06/21/2019	Regular	0.00	2,611.00	96288
402820 WALKER & ASSOCIATES 06/21/2019 Regular 0.00 2,425.00 96291 103009 WASHOE COUNTY SENIOR SERV 06/21/2019 Regular 0.00 1,889.46 96292 103080 WATERS SEPTIC TANK SV DBA 06/21/2019 Regular 0.00 740.00 96293 405523 Wells Fargo Bank, N.A. 06/21/2019 Regular 0.00 354.29 96294 103237 WESTERN ENVIRONMENTAL LAB 06/21/2019 Regular 0.00 50.00 96295 101920 WESTERN NEVADA SUPPLY CO 06/21/2019 Regular 0.00 3,528.00 96296 405226 WILLAMAN, GABRIEL 06/21/2019 Regular 0.00 5,540.00 96297 405525 Wright, Gary Everett Jr. 06/21/2019 Regular 0.00 454.00 96298 405466 Zoll Medical Corporation 06/21/2019 Regular 0.00 1,875.00 96299	403894	VIRGINIA & TRUCKEE RR CO, INC.	06/21/2019	Regular	0.00	28,850.00	96289
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103080 WATERS SEPTIC TANK SV DBA 06/21/2019 Regular 0.00 740.00 96293 405523 Wells Fargo Bank, N.A. 06/21/2019 Regular 0.00 354.29 96294 103237 WESTERN ENVIRONMENTAL LAB 06/21/2019 Regular 0.00 50.00 96295 101920 WESTERN NEVADA SUPPLY CO 06/21/2019 Regular 0.00 3,528.00 96296 405226 WILLAMAN, GABRIEL 06/21/2019 Regular 0.00 5,540.00 96297 405525 Wright, Gary Everett Jr. 06/21/2019 Regular 0.00 454.00 96298 405466 Zoll Medical Corporation 06/21/2019 Regular 0.00 1,875.00 96299	402820	WALKER & ASSOCIATES	06/21/2019	Regular	0.00	2,425.00	96291
405523 Wells Fargo Bank, N.A. 06/21/2019 Regular 0.00 354.29 96294 103237 WESTERN ENVIRONMENTAL LAB 06/21/2019 Regular 0.00 50.00 96295 101920 WESTERN NEVADA SUPPLY CO 06/21/2019 Regular 0.00 3,528.00 96296 405226 WILLAMAN, GABRIEL 06/21/2019 Regular 0.00 5,540.00 96297 405525 Wright, Gary Everett Jr. 06/21/2019 Regular 0.00 454.00 96298 405466 Zoll Medical Corporation 06/21/2019 Regular 0.00 1,875.00 96299	103009	WASHOE COUNTY SENIOR SERV	06/21/2019	Regular	0.00	1,889.46	96292
103237 WESTERN ENVIRONMENTAL LAB 06/21/2019 Regular 0.00 50.00 96295 101920 WESTERN NEVADA SUPPLY CO 06/21/2019 Regular 0.00 3,528.00 96296 405226 WILLAMAN, GABRIEL 06/21/2019 Regular 0.00 5,540.00 96297 405525 Wright, Gary Everett Jr. 06/21/2019 Regular 0.00 454.00 96298 405466 Zoll Medical Corporation 06/21/2019 Regular 0.00 1,875.00 96299	103080	WATERS SEPTIC TANK SV DBA	06/21/2019	Regular	0.00	740.00	96293
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405525 Wright, Gary Everett Jr. 06/21/2019 Regular 0.00 454.00 96298 405466 Zoll Medical Corporation 06/21/2019 Regular 0.00 1,875.00 96299	101920	WESTERN NEVADA SUPPLY CO	06/21/2019	Regular	0.00	3,528.00	96296
405466 Zoll Medical Corporation 06/21/2019 Regular 0.00 1,875.00 96299	405226	WILLAMAN, GABRIEL	06/21/2019	Regular	0.00	5,540.00	96297
405466 Zoll Medical Corporation 06/21/2019 Regular 0.00 1,875.00 96299	405525	Wright, Gary Everett Jr.	06/21/2019	Regular	0.00	•	
ADATOE: NECLES ONE CONTROLLE CARE CONTROLLE CARE	405466	Zoll Medical Corporation	06/21/2019	Regular	0.00		
	404295	WELLS ONE COMMERCIAL CARD	06/21/2019	Bank Draft	0.00	10,286.14	DFT0000250

Bank Code AP Bank Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	195	138	0.00	450,709.98
Manual Checks	0	0	0.00	0.00
Voided Checks	0.	0	0.00	0.00
Bank Drafts	13	1	0.00	10,286.14
EFT's	0	0	0.00	0.00
	208	139	0.00	460,996.12

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
Comptroller	Date	
Treasurer	Date	

Check Register

Fund Summary

 Fund
 Name
 Period
 Amount

 999
 Pooled Cash Account
 6/2019
 460,996.12

 460,996.12
 460,996.12



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Payroll Check Register

Report Summary
Pay Period: 6/14/2019-6/14/2019

Туре	Count	Amount
Regular Checks	1	267.09
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	0	0.00
Total	1	267.09

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
Comptroller	Date	
Treasurer	Date	



9. Board action:

Storey County Board of County Commissioners Agenda Action Report

Meeting date: July 2, 2019	Estimate of time required: 5 Minutes
Agenda: Consent [] Regular agenda [2	X] Public hearing required []
	CTION: Amend the Agreement for Purchase of Real Property as f Commissioners on June 18, 2019 specifically in the following
 Amend last sentence of Section the approval of this agreement b Amend first sentence of Section days within which to remove its 	11 to read "Following the close of escrow, Divide shall have 60 personal property, equipment and trade fixtures from that portions a membership gym business unless a lease is worked out
providing 3-phase power to another propagation applicable. The Section 11 amendment	condition that tied close of escrow to completion of NV Energy perty owned by the sellers as this provision is no longer allows for temporary continued use as gym while the both parties a lease. No other terms have changed. "Clean" and "Redlined" rovided in the agenda packet.
2. Recommended motion: I, [County County County of Real Property as approperty as a property as a pr	Commissioner] move to approve the Amended Agreement for proved by the Storey County Board of Commissioners on June 18
3. Prepared by: Pat Whitten	
Department:	Telephone : 847-0968
4. Staff summary: Please see page 2	
5. <u>Supporting materials:</u> - Amended Draft Agreen - Amended Draft Agreen	nent for Purchase of Real Property – Clean Version nent for Purchase of Real Property – Redline Version
6. Fiscal impact: Yes.	
Funds Available: Yes Fund: C	apital Projects/Infrastructure Comptroller
7. Legal review required: Yes	KL District Attorney
8. Reviewed by: Department Head	Department Name:
County Manager	Other agency review:

[]	Approved	[]	Approved with Modifications
[]	Denied	[]	Continued

Agenda Item No.

- 4. <u>Staff summary</u>: At the June 18th meeting, the Storey County Board of Commissioners approved submission of an Agreement for Purchase of Real Property located at 800 South C Street in Virginia City, NV, more commonly referred to as the Divide Building. Since approval, it has been noted there needs to be 2 changes to terms, hence this request to approve and amended agreement. As specified in the agenda language, the 2 specific amendments are:
 - Amend last sentence of Section 6 to read "Said escrow shall close within 20 business days after the approval of this agreement by Divide and the County".
 - Amend first sentence of Section 11 to read "Following the close of escrow, Divide shall have 60 days within which to remove its personal property, equipment and trade fixtures from that portion of the premises currently used as a membership gym business unless a lease is worked out between Storey County and Divide Fitness, Inc.

The Section 6 amendment removes the condition that tied close of escrow to completion of NV Energy providing 3-phase power to another property owned by the sellers as this provision is no longer applicable. The Section 11 amendment allows for temporary continued use as gym while the both parties proceed thru the process of establishing a lease. No other terms have changed. "Clean" and "Redlined" copies reflecting both changes will be provided in the agenda packet.

All other terms and conditions remain unchanged from the June 18th approval. County Manager Osborne has been briefed on these changes and recommends approval.

CLEAN VERSION

AGREEMENT FOR PURCHASE OF REAL PROPERTY

THIS AGREEMENT is entered into by and between the Divide LLC, (hereafter referred to as Divide or Seller), and the County of Storey, (hereafter referred to as County or Buyer) and is entered into as of the date of its execution by the last party signing this Agreement as is hereafter set forth.

WHEREAS, Divide owns real property and an associated commercial building located at 800 South C Street, Virginia City, Nevada (the Property) and identified as APN 001-042-13; and,

WHEREAS, County is in need of additional space and parking for housing of the Justice's Court and its personnel, Storey County Communications and its personnel and Storey County Information Technology and its personnel; and,

WHEREAS, County has had the real property owned by Divide as required by NRS 244.275; which appraisal, by Tony Wren, a Nevada certified appraiser, has valued the Property at \$1,300,000.00 as of May 15, 2019. The County also appointed Tyler Jourdonnais, a Nevada certified appraiser, to provide further appraisal information regarding the value of the Property, who reaffirmed his appraisal conducted on May 31, 2018 that valued the Property at \$1,355,000.00. Averaging these appraisals arrives at a figure of \$1,327,500.00 as a value for the Property; and

WHEREAS, County and Divide are willing to purchase and sell the property on the terms hereafter set forth; and

WHEREAS, Divide desires to retain possession pursuant to a lease from County of a portion of the Property consisting of commercial property on which the business of a membership gym is currently conducted by Divide for a period of time after close of escrow for the purpose of continuing the membership gym business; and,

WHEREAS, NRS 244.2833 excepts from the appraisal requirement for leasing county real property leases of County property which are less than 25,000 square feet in area; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, it is agreed as follows:

- 1. <u>Subject Property</u>. Divide does hereby agree to sell and County does hereby agree to buy all that certain real property situate in Virginia City, Nevada and commonly known as 800 South C Street, Virginia City Nevada, Assessor's Parcel Number 001-042-13 which is more particularly described on Exhibit "A", attached hereto and incorporated herein as if set out in full, together with all improvements thereon and easements appurtenant thereto.
- 2. <u>Cash Purchase Price.</u> Buyer will pay to Seller One Million Three Hundred Twenty-Seven and Five hundred dollars (\$1,327,500.00).

- 3. <u>Payment of Purchase Price</u>. The cash purchase price shall be paid in full on the date of the close of escrow.
- 4. <u>Additional Consideration</u> In addition to the cash purchase price Buyer will provide additional consideration as follows:
- a. Buyer will dispose of trash situated west of the Property with the exception of materials retained by Seller which Seller will remove from west of the Property.
- b. Seller may retain the two roll up doors on the west side of the building within 30 days of close of escrow, but agrees to temporarily cover the openings with plywood pending completion of the remodel of the MX Trophy shop area. Upon completion of the remodel Seller may recover the plywood if desired.
 - c. Buyer will enclose the south side of the eastern walk way.
- d. If Buyer decides to pave a portion of the presently unimproved portion of A Street to the west of the Property, any base material present in the location where the paving will occur which is unsuitable as pavement base may be recovered by Seller and moved across C street to Seller's residence located at 915 South C Street. Seller's public works crews may assist in the movement of the base material, if available.
- e. Seller may remove the Knox box located on the eastern side of the property near entry to MX Trophy facility and relocate it to a place acceptable to Storey County Community Development. Buyer will obtain and install its own Knox box for entry to the area utilized by County.
- 5. <u>Appraisal Cost.</u> County has had an appraisal performed with regard to the property by Ann Delahay. County will be responsible for all costs incurred in having the appraisal conducted.
- 6. <u>Escrow.</u> Upon the execution of this Purchase Agreement, the parties shall open an escrow at Ticor Title Company, in Carson City, Nevada, to consummate the purchase in accordance with the terms and provisions hereof. The provisions hereof shall constitute joint instructions to the escrow holder; provided, however, that the parties shall deposit all funds and execute such additional instructions as requested by the escrow holder in order to complete the sale in accordance with the terms set forth herein. Said escrow shall close within 20 business days after. the approval of this agreement by Divide and County.
- 7. <u>Possession</u>. Divide agrees to, and shall, deliver possession of the subject property to County no later than 10 days after the close of escrow. All of the personal property, equipment and trade fixtures of Divide must be removed from that portion of the Property to be utilized by County when possession of the subject property is turned over to County.
- 8. <u>Title Policy</u>. The Owner's policy of title insurance shall be a standard coverage form policy of title insurance to be paid for by County, subject only to the following exceptions: non-delinquent taxes, non-delinquent assessments, and any restrictions, conditions, reservations, right-of-way or easements of record
- 9. <u>Proration</u>. All adjustments shall be made as of the date of closing of the escrow opened by this Agreement, and shall be prorated between Divide and County to that date. The items to be adjusted and prorated are:

- a. Current taxes against the real property computed on a calendar year basis.
- b. Unpaid but not delinquent special assessments for local improvements, but all installments of such assessments due after the closing date shall be assumed and paid by the County.
 - c. Other prepaid expenses and accrued liabilities which the parties shall agree upon.

Seller will be responsible for the payment of any prepayment penalty which may result from paying off its current mortgage obligation for the Property, early

- 10. <u>Inspections.</u> County will accept the Property "as is". County does not request any inspections of the Property.
- 11. <u>Lease.</u> Following the close of escrow, Divide shall have 60 days within which to remove its personal property, equipment and trade fixtures from that portion of the premises currently used as a membership gym business, unless a lease is worked out between Storey County and Divide Fitness Inc., The rough terms of that lease will include the following:
 - a. Monthly rental payments in the amount of \$1500.00 per month with a late fee of 5% if not paid by the 15th of each month.
 - b. Utilities consisting of water, sewer, electricity and propane to be provided by County.
 - c. Divide to provide liability insurance with coverage of \$1,000,000.00
 - d. Divide responsible for real and personal property taxes on the leased premises.
 - e. Lease term is for up to two years subject to earlier termination by Divide upon 30 days notice to County.
 - f. County will provide parking lot maintenance including snow removal.
 - g. Other terms will be similar to that lease agreement by which County has leased a portion of Piper's Opera House to the Corner Bar.

The final provisions of the lease are subject to the requirements of NRS 244.2833 which require the passage of a resolution by the Board of County Commissioners that the lease of a portion of the Property is in the best interests of the County without offering the property to the public and for less than fair market value if applicable. It further requires that the County cause to be published at least once in a newspaper a notice of the County-owned property up for potential lease and to hold a public hearing on the proposed lease not less than 10 days after the newspaper publication and not more than 28 days after the newspaper publication.

If the parties are unable to agree on the terms of the lease, then Divide will be required to vacate all of the Property and remove all of its personal property, equipment and trade fixtures.

12. <u>Entire Agreement</u>. Divide and County agree that this Agreement contains all of the provisions of the agreement between Divide and County for County's purchase of the Property and its improvements. There are no agreements, warranties or representations, express or implied, except those expressly set forth herein. Divide shall have no liability for agreements, warranties or representations, except those expressly set

forth herein, and Divide shall not be liable by reason of any agreement, representation or warranty made by any third party to County. All agreements, representations and warranties contained in this Agreement shall apply as of the closing date and shall survive the closing of this Agreement.

- 13. <u>Full Performance</u>. This Agreement and the terms and conditions hereof shall apply to and are binding upon the heirs, legal representatives, successors and assigns of Divide and County.
- 14. <u>Conflicts of Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.
 - 15. <u>Time of Essence</u>. Time is of the essence in all of the provisions of this Agreement.
- 16. Notices. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, and return receipt requested, to the party or parties to be notified at the address or addresses set forth herein, or at such other address as either party may, from time to time, designate in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice.

The address for County for purposes of this paragraph is:

Storey County P.O Box 176 Virginia City, NV. 89440

With copy to:

Storey County District Attorney PO Box 496 Virginia City, Nevada 89440

The address for Divide for purposes of this paragraph is:

Nicholas and/or Jessica Fain P.O. Box 1128 Virginia City, NV 89440

17. Attorney's Fees. Should any litigation be commenced between the parties hereto concerning this Agreement or the property the subject of this Agreement, or the rights or duties of either party relating thereto,

the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for said attorney's fees in such litigation and costs of court herein.

- 18. <u>Time for Acceptance</u>. Divide understands that the consummation of this agreement is dependent upon the approval of this agreement by the Board of County Commissioners in a duly noticed public meeting of the Board. Accordingly Divide agrees that authority of the County to accept this agreement will remain open for a period of thirty days from the date Divide signs this Agreement.
- 18. <u>Real Estate Agency and Commission</u> County has not utilized the services of a real estate broker or real estate sales person in connection with this transaction, and County shall not be liable for the payment of any commission to any real estate broker or sales person, or to any other person or entity, in connection with this transaction.
- 19. <u>Interpretation and Representation</u>. No provision in this Agreement is to be interpreted either for or against either Divide or County because that party or that party's legal representative drafted the provision. Divide and County acknowledge that Divide and County have each had the opportunity to consult with independent legal counsel concerning the terms and conditions and consequences of this Agreement prior to signing the Agreement.

County agrees to Purchase the property on the terms and conditions set forth in this Agreement.
Dated this day of, 2019.
STOREY COUNTY
By Marshall McBride Chairman Board of County Commissioner of Storey County
Attest:
Storey County Clerk
The undersigned Divide agrees to sell the property on the terms and conditions as stated in this agreement.
Dated this day of, 2019.
The Divide LLC.
Bv:

Managing Member

EXHIBIT A

Legal Description

The land referred to herein is situated in the State of Nevada, County of STOREY, described as follows:

THE SURFACE RIGHT IN AND TO

All that real property situate in the County of Storey, State of Nevada, being a portion of the Northwest Quarter (NW ¼) Section 32, Township 17 North, Range 21 East M.D. M., being the North 65 feet, more or less, of Lot 3 and a portion of Lots 1 and 2, in Block 244, Range A, as shown on the Official Map of Virginia City, Nevada, filed June 6, 1865, in the office of the County Recorder of Storey County, State of Nevada, further described in Boundary Line Adjustment, Grant. Bargain, Sale Deed recorded August 23, 2018 as Document No. 128310, and re-recorded August 23, 2018 as Document No 128331, Official Records of Storey County, State of Nevada more particularly described as follows:

COMMENCING at the Northwesterly corner of that Parcel of land shown s APN 001-042-10 for Nicholas & Jessica Fain on Record of survey Map No. 121843, said point also being the intersection of the Easterly Right-of-way of "A" Street and the Southerly Right-of-way of Ridge Street:

THENCE along said South line, S 71"15'57" E, a distance of 99.98 feet, to the Northeast corner of said APN 001-42-10 per Record of Survey Map No. 121843:

THENCE along East line of said Parcel, and the West line of "C" Street, S 20'00'51 W, a distance of 192.44 feet, to the POINT OF BEGINNING;

THENCE continuing along said West line of "C" Street, S'20'00'51" W, a distance of 150.40 feet:

THENCE continuing along said West line of "C" Street, S 19"55'50", a distance of 88.47 feet, to the Southeast corner of that Parcel of land shown as APN 001-042-09 for Nicholas & Jessica Fain on Record of Survey Map NO. 121843;

THENCE leaving said West line, N 73°37'43" W, a distance of 100.25 feet, to the East line of "A" Street;

THENCE along said West line, N 19°57'42" E, a distance of 92.69 feet;

THENCE continuing along said West line, N 20°01'20" E, a distance of 152.69 feet;

THENCE leaving said West line, S 69°54'19" E, a distance of 99.98 feet, to the POINT OF BEGINNING.

Reference is further made to Parcel 2A on Record of Survey supporting a Boundary line Adjustment for Nicholas & Jessica Fain recorded August 22, 2018 as Document No 128309, Official Records of Storey County, State of Nevada.

APN: 001-042-13

REDLINE VERSION

AGREEMENT FOR PURCHASE OF REAL PROPERTY

THIS AGREEMENT is entered into by and between the Divide LLC, (hereafter referred to as Divide or Seller), and the County of Storey, (hereafter referred to as County or Buyer) and is entered into as of the date of its execution by the last party signing this Agreement as is hereafter set forth.

WHEREAS, Divide owns real property and an associated commercial building located at 800 South C Street, Virginia City, Nevada (the Property) and identified as APN 001-042-13; and,

WHEREAS, County is in need of additional space and parking for housing of the Justice's Court and its personnel, Storey County Communications and its personnel and Storey County Information Technology and its personnel; and,

WHEREAS, County has had the real property owned by Divide as required by NRS 244.275; which appraisal, by Tony Wren, a Nevada certified appraiser, has valued the Property at \$1,300,000.00 as of May 15, 2019. The County also appointed Tyler Jourdonnais, a Nevada certified appraiser, to provide further appraisal information regarding the value of the Property, who reaffirmed his appraisal conducted on May 31, 2018 that valued the Property at \$1,355,000.00. Averaging these appraisals arrives at a figure of \$1,327,500.00 as a value for the Property; and

WHEREAS, County and Divide are willing to purchase and sell the property on the terms hereafter set forth; and

WHEREAS, Divide desires to retain possession pursuant to a lease from County of a portion of the Property consisting of commercial property on which the business of a membership gym is currently conducted by Divide for a period of time after close of escrow for the purpose of continuing the membership gym business; and,

WHEREAS, NRS 244.2833 excepts from the appraisal requirement for leasing county real property leases of County property which are less than 25,000 square feet in area; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, it is agreed as follows:

- 1. <u>Subject Property</u>. Divide does hereby agree to sell and County does hereby agree to buy all that certain real property situate in Virginia City, Nevada and commonly known as 800 South C Street, Virginia City Nevada, Assessor's Parcel Number 001-042-13 which is more particularly described on Exhibit "A", attached hereto and incorporated herein as if set out in full, together with all improvements thereon and easements appurtenant thereto.
- 2. <u>Cash Purchase Price.</u> Buyer will pay to Seller One Million Three Hundred Twenty-Seven and Five hundred dollars (\$1,327,500.00).

- 3. <u>Payment of Purchase Price</u>. The cash purchase price shall be paid in full on the date of the close of escrow.
- 4. <u>Additional Consideration</u> In addition to the cash purchase price Buyer will provide additional consideration as follows:
- a. Buyer will dispose of trash situated west of the Property with the exception of materials retained by Seller which Seller will remove from west of the Property.
- b. Seller may retain the two roll up doors on the west side of the building within 30 days of close of escrow, but agrees to temporarily cover the openings with plywood pending completion of the remodel of the MX Trophy shop area. Upon completion of the remodel Seller may recover the plywood if desired.
 - c. Buyer will enclose the south side of the eastern walk way.
- d. If Buyer decides to pave a portion of the presently unimproved portion of A Street to the west of the Property, any base material present in the location where the paving will occur which is unsuitable as pavement base may be recovered by Seller and moved across C street to Seller's residence located at 915 South C Street. Seller's public works crews may assist in the movement of the base material, if available.
- e. Seller may remove the Knox box located on the eastern side of the property near entry to MX Trophy facility and relocate it to a place acceptable to Storey County Community Development. Buyer will obtain and install its own Knox box for entry to the area utilized by County.
- 5. <u>Appraisal Cost.</u> County has had an appraisal performed with regard to the property by Ann Delahay. County will be responsible for all costs incurred in having the appraisal conducted.
- 6. <u>Escrow.</u> Upon the execution of this Purchase Agreement, the parties shall open an escrow at Ticor Title Company, in Carson City, Nevada, to consummate the purchase in accordance with the terms and provisions hereof. The provisions hereof shall constitute joint instructions to the escrow holder; provided, however, that the parties shall deposit all funds and execute such additional instructions as requested by the escrow holder in order to complete the sale in accordance with the terms set forth herein. Said escrow shall close within 10 20 business days after notification that NV finergy has completed the 3 phase power installation to the premises located at 915 South C-Street, the approval of this agreement by Divide and County.
- 7. <u>Possession</u>. Divide agrees to, and shall, deliver possession of the subject property to County no later than 10 days after the close of escrow. All of the personal property, equipment and trade fixtures of Divide must be removed from that portion of the Property to be utilized by County when possession of the subject property is turned over to County.
- 8. <u>Title Policy</u>. The Owner's policy of title insurance shall be a standard coverage form policy of title insurance to be paid for by County, subject only to the following exceptions: non-delinquent taxes, non-delinquent assessments, and any restrictions, conditions, reservations, right-of-way or easements of record
- 9. <u>Proration</u>. All adjustments shall be made as of the date of closing of the escrow opened by this Agreement, and shall be prorated between Divide and County to that date. The items to be adjusted and prorated are:

- a. Current taxes against the real property computed on a calendar year basis.
- b. Unpaid but not delinquent special assessments for local improvements, but all installments of such assessments due after the closing date shall be assumed and paid by the County.
 - c. Other prepaid expenses and accrued liabilities which the parties shall agree upon.

Seller will be responsible for the payment of any prepayment penalty which may result from paying off its current mortgage obligation for the Property, early

- 10. <u>Inspections.</u> County will accept the Property "as is". County does not request any inspections of the Property.
- 11. Lease. Following the close of escrow, Divide shall have 60 days within which to remove its personal property, equipment and trade fixtures from that portion of the premises currently used as a membership gym business, unless retain possession of that portion of the Property presently used as a membership gym business, a lease is worked out between Storey County and Divide Fitness Inc., pursuant to a lease to be worked out between County and Divide. The rough terms of that lease will include the following:
 - a. Monthly rental payments in the amount of \$1500.00 per month with a late fee of 5% if not paid by the 15th of each month.
 - b. Utilities consisting of water, sewer, electricity and propane to be provided by County.
 - c. Divide to provide liability insurance with coverage of \$1,000,000.00
 - d. Divide responsible for real and personal property taxes on the leased premises.
 - e. Lease term is for up to two years subject to earlier termination by Divide upon 30 days notice to County.
 - f. County will provide parking lot maintenance including snow removal.
 - g. Other terms will be similar to that lease agreement by which County has leased a portion of Piper's Opera House to the Corner Bar.

The final provisions of the lease are subject to the requirements of NRS 244.2833 which require the passage of a resolution by the Board of County Commissioners that the lease of a portion of the Property is in the best interests of the County without offering the property to the public and for less than fair market value if applicable. It further requires that the County cause to be published at least once in a newspaper a notice of the County-owned property up for potential lease and to hold a public hearing on the proposed lease not less than 10 days after the newspaper publication and not more than 28 days after the newspaper publication.

If the parties are unable to agree on the terms of the lease, then Divide will be required to vacate all of the Property and remove all of its personal property, equipment and trade fixtures.

- 12. <u>Entire Agreement</u>. Divide and County agree that this Agreement contains all of the provisions of the agreement between Divide and County for County's purchase of the Property and its improvements. There are no agreements, warranties or representations, express or implied, except those expressly set forth herein. Divide shall have no liability for agreements, warranties or representations, except those expressly set forth herein, and Divide shall not be liable by reason of any agreement, representation or warranty made by any third party to County. All agreements, representations and warranties contained in this Agreement shall apply as of the closing date and shall survive the closing of this Agreement.
- 13. <u>Full Performance</u>. This Agreement and the terms and conditions hereof shall apply to and are binding upon the heirs, legal representatives, successors and assigns of Divide and County.
- 14. <u>Conflicts of Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.
 - 15. <u>Time of Essence</u>. Time is of the essence in all of the provisions of this Agreement.
- 16. Notices. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, and return receipt requested, to the party or parties to be notified at the address or addresses set forth herein, or at such other address as either party may, from time to time, designate in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice.

The address for County for purposes of this paragraph is:

Storey County P.O Box 176 Virginia City, NV. 89440

With copy to:

Storey County District Attorney PO Box 496 Virginia City, Nevada 89440

The address for Divide for purposes of this paragraph is:

Nicholas and/or Jessica Fain P.O. Box 1128 Virginia City, NV 89440

- 17. <u>Attorney's Fees</u>. Should any litigation be commenced between the parties hereto concerning this Agreement or the property the subject of this Agreement, or the rights or duties of either party relating thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for said attorney's fees in such litigation and costs of court herein.
- 18. <u>Time for Acceptance</u>. Divide understands that the consummation of this agreement is dependent upon the approval of this agreement by the Board of County Commissioners in a duly noticed public meeting of the Board. Accordingly Divide agrees that authority of the County to accept this agreement will remain open for a period of thirty days from the date Divide signs this Agreement.
- 18. <u>Real Estate Agency and Commission</u> County has not utilized the services of a real estate broker or real estate sales person in connection with this transaction, and County shall not be liable for the payment of any commission to any real estate broker or sales person, or to any other person or entity, in connection with this transaction.
- 19. <u>Interpretation and Representation</u>. No provision in this Agreement is to be interpreted either for or against either Divide or County because that party or that party's legal representative drafted the provision. Divide and County acknowledge that Divide and County have each had the opportunity to consult with independent legal counsel concerning the terms and conditions and consequences of this Agreement prior to signing the Agreement.

County agrees to Purchase the property on the terms and conditions set forth in this Agreement.

Dated this _____ day of ______, 2019.

STOREY COUNTY

By Marshall McBride
Chairman Board of County Commissioner of Storey County

Attest:

Storey County Clerk

The undersigned Divide agrees to sell the property on the terms and conditions as stated in this agreement.

Dated this ____ day of ______, 2019.

The D	ivide LLC.
By:	
	Managing Member

EXHIBIT A

Legal Description

The land referred to herein is situated in the State of Nevada, County of STOREY, described as follows:

THE SURFACE RIGHT IN AND TO

All that real property situate in the County of Storey, State of Nevada, being a portion of the Northwest Quarter (NW ¼) Section 32, Township 17 North, Range 21 East M.D. M., being the North 65 feet, more or less, of Lot 3 and a portion of Lots 1 and 2, in Block 244, Range A, as shown on the Official Map of Virginia City, Nevada, filed June 6, 1865, in the office of the County Recorder of Storey County, State of Nevada, further described in Boundary Line Adjustment, Grant. Bargain, Sale Deed recorded August 23, 2018 as Document No. 128310, and re-recorded August 23, 2018 as Document No 128331, Official Records of Storey County, State of Nevada more particularly described as follows:

COMMENCING at the Northwesterly corner of that Parcel of land shown s APN 001-042-10 for Nicholas & Jessica Fain on Record of survey Map No. 121843, said point also being the intersection of the Easterly Right-of-way of "A" Street and the Southerly Right-of-way of Ridge Street:

THENCE along said South line, S 71"15'57" E, a distance of 99.98 feet, to the Northeast corner of said APN 001-42-10 per Record of Survey Map No. 121843:

THENCE along East line of said Parcel, and the West line of "C" Street, S 20'00'51 W, a distance of 192.44 feet, to the POINT OF BEGINNING;

THENCE continuing along said West line of "C" Street, S°20'00'51" W, a distance of 150.40 feet:

THENCE continuing along said West line of "C" Street, S 19"55'50", a distance of 88.47 feet, to the Southeast corner of that Parcel of land shown as APN 001-042-09 for Nicholas & Jessica Fain on Record of Survey Map NO. 121843;

THENCE leaving said West line, N 73°37'43" W, a distance of 100.25 feet, to the East line of "A" Street;

THENCE along said West line, N 19°57'42" E, a distance of 92.69 feet;

THENCE continuing along said West line, N 20°01'20" E, a distance of 152.69 feet;

THENCE leaving said West line, S 69°54'19" E, a distance of 99.98 feet, to the POINT OF BEGINNING.

Reference is further made to Parcel 2A on Record of Survey supporting a Boundary line Adjustment for Nicholas & Jessica Fain recorded August 22, 2018 as Document No 128309, Official Records of Storey County, State of Nevada.

APN: 001-042-13



Storey County Board of County Commissioners Agenda Action Report

Meeting date: July 2, 2019	Estimate of time required: 15 Minutes
Agenda: Consent [] Regular agenda [X]	Public hearing required []
County Board of Commissioners to execute Services, LLC, a Nevada limited liability cobe structured as an independent contractor vexpenses, scheduling, etc. Contractor shall	(ON: Approve and authorize the Chairman of the Storey a contract between Storey County and PAW Professional empany for professional consulting services. Services would with the managing member, Pat Whitten, responsible for all provide services at the request of the County Manager. ed at an hourly rate of \$165.00. (This item was continued g.)
County Board of Commissioners to of Professional Services, LLC, a Nevad services.	r] move to approve and authorize the Chairman of the Storey execute a contract between Storey County and PAW la limited liability company for professional consulting man, Storey County Board of Commissioners
Department: Commissioner's Office	Telephone: 847-0968
4. Staff summary: See Page 2	
5. Supporting materials: Proposed Contra	ct
5. Fiscal impact:	
Funds Available: Yes Fund: Gener	al Admin Professional Services Comptroller
7. <u>Legal review required</u> : Yes	_KL_ District Attorney
B. Reviewed by:	
Department Head	Department Name:
County Manager	Other agency review:
P. Board action: [] Approved [] [] Depied []	Approved with Modifications

4. <u>Staff summary</u>: With the transition of County Management occuring from Pat Whitten's retirement, there are still a number of projects in process that have been ongoing for some time. I have asked Pat if he would consider working as an hourly consultant to finish these projects and provide assistance when requested, by the County Manager. Pat has agreed and proceeded to establish his private business structure, known as PAW Professional Services, LLC, a Nevada limited liability company (Consultant) for professional consulting services. While the attached draft Contract for Services contains standard terms and conditions relative to most independent contractors, Pat has requested that the following statement of his understanding of the limitations of his contract work in general terms be included in the record:

Consultant will work on various projects under the sole discretion of County Manager Austin Osborne. He does so with the stated understanding that he has zero authority to commit, approve or otherwise bind the County in any manner. Consultant's services are limited to consulting only and may or may not be requested to primarily capitalize on his past knowledge and participation in various projects for the County's best benefit. Projects will, undoubtedly drop off as the subject projects are completed, abandoned or assigned internally. Some projects may be added at the sole discretion of the County Manager but subject to PAW Professional Services, LLC's acceptance. He wishes to make it abundantly clear that there is only one County Manager, that being Austin Osborne.

Consultant also wishes to clarify on the record, that he does not yet have a Storey County Business License nor Liability Insurance. He intends to initiate both those steps immediately after potential approval. He will not commence work under the contract until all requirements are met.

In my opinion, utilization of these service levels will be much the same as how our District Attorney utilizes Bob Morris as Outside Special Counsel as well as other professional consultants, different only in that he won't be providing legal services but rather technical and logistical services. Based on Pat's institutional and practical knowledge gained during his 14+ years on the job, I believe it to be in the best interests of the County to contract with PAW Professional Services, LLC and to utilize their services as we determine we need them. Accordingly, as Chairman of the Board of County Commissioners, I recommend approval.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between Storey County

and

PAW Professional Services, LLC, a Nevada limited liability company

Storey County, a political subdivision of the State of Nevada (hereinafter "County"), from time to time requires the services of independent contractors; and

The services of PAW Professional Services, LLC, a Nevada limited liability company (hereafter "Contractor") specified in this agreement are both necessary and desirable and in the best interests of Storey County and Contractor; and

Contractor represents that it is duly qualified, equipped, staffed, ready, willing and able to perform and render the services described in this agreement.

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

- 1. TERM OF CONTRACT. This contract will not become effective until and unless approved by the Storey County Board of County Commissioners, but, if approved, the effective date of this contract shall be effective as of July 2, 2019 and shall be effective until July 1, 2021 unless sooner terminated as provided by Paragraph 6 of this agreement.
- 2. INDEPENDENT CONTRACTOR STATUS. The parties agree that Contractor will have the status of an independent contractor. Contractor is not a County employee; and

There will be no:

- a. Withholding of income taxes by the County;
- b. Industrial insurance coverage provided by the County;
- c. Participation in group insurance plans which may be available to employees of the County:
 - d. Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
 - e. Accumulation of vacation leave or sick leave;
 - f. Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.
- **3. RIGHTS.** Contractor and County agree to the following rights consistent with an independent contractor relationship:
 - a. Contractor has the right to perform services for others during the term of this Agreement;

- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed;
- c. Contractor shall not be assigned a work location on County premises but may schedule the use of a meeting room for meetings with the consent of the County Manager's office;
- d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement;
- e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement;
- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein;
- g. County shall not hire, supervise or pay any assistants to help Contractor;
- h. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement; and
- i. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

Contractor further certifies the following:

- a. Contractor is licensed by the State of Nevada and Storey County to provide similar services to other clients/customers; and
- b. Contractor understands that it is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

County further certifies the following:

- a. The County will not interfere with Contractor's principal's ability to participate in any group insurance and/or other PERS retirement benefits as a former Storey County employee.
- 4. SERVICES TO BE PERFORMED. The parties agree that the intended scope of services to be performed is as follows: Contractor will work on specific projects as directed by the County and authorized by the County Manager. Each project will be assigned to Contractor via email. There is no guarantee of a specific amount of work or any work, being assigned to Contractor. The County Manager may assign one or more projects, or no projects, to Contractor, all within the sole discretion of the County Manager. Contractor understands the budget limitation on each project is \$5,000.00 in total billing, and that Contractor may not exceed that budget limit on a particular project unless and until the County Manager receives the approval of

the Board of County Commissioners for additional budget authority.

- 5. PAYMENT FOR SERVICES. Storey County shall pay Contractor at an hourly rate of \$165.00 per hour for all services provided as authorized by this Agreement.
- 6. TERMINATION OF CONTRACT. This contract may be terminated without cause by either party. Termination is effective upon receipt of a written notice of termination. Notice of Termination delivered to Contractor may be served upon the registered agent of Contractor as identified on the Nevada Secretary of State's website for business entities by certified mail, return receipt requested delivered to the address of the registered agent or by personal service upon Pat Whitten, managing member of Contractor. Notice of Termination delivered to County may be provided by certified mail return receipt requested to Storey County, c/o Storey County Manager, P.O. Box 176 Virginia City, NV 89440. Upon receipt of a notice of termination, Contractor shall immediately cease all work on behalf of County.
- 7. CONSTRUCTION OF CONTRACT. This contract will be construed and interpreted according to the laws of the State of Nevada.
- 8. COMPLIANCE WITH APPLICABLE LAWS. Contractor must fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.
- 9. ASSIGNMENT. Contractor may not assign, transfer or delegate any rights, obligations or duties under this contract without the prior written consent of the County, except as specifically provided in Paragraph 3 hereinabove.
- 10. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this contract will be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States or the United States Department of Agriculture, Office of Rural Development, or any authorized representative of those entities.
- 11. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract will be the exclusive property of the County and all materials must be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the materials, then Contractor must promptly remit and deliver the

materials, at Contractor's expense, to the County. Contractor will not use, willingly allow or cause to have the materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

- 12. Public Records Law. Contractor expressly agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statue of the State of Nevada, or because of a balancing of interests, will be treated as public records pursuant to NRS Chapter 239 and must be available for inspection and copying by any Person, as defined in NRS 0.039, or any governmental entity. To the extent that Contractor utilizes a personal cell-phone to perform services pursuant to this agreement, Contractor agrees to maintain and provide records of those activities to County upon request.
- 13. INDEMNIFICATION. Contractor agrees to defend, indemnify and hold harmless the County, its employees, officers and agents from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or its employees or agents in the performance of this contract. County agrees to defend, indemnify and hold harmless the Contractor, its employees, officers and agents from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the County or its employees or agents.
- 14. INSURANCE Contractor will carry and maintain in effect during the performance of services under this contract, general liability insurance, and such other insurance coverage normally carried by Contractor insuring against the injury, loss, or damage to persons and property caused by Contractor's activities. Contractor must maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers and forms of policy satisfactory to the County, acceptance of which will not be unreasonably withheld.

Contractor will provide the County with certificates of insurance for coverage listed below and endorsements affecting coverage required by the contract within 20 calendar days after the notice to proceed is issued by the County. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer and who is licensed by the State of Nevada.

- (1) Each insurance company's rating as shown in the latest Best's Key rating guide must be fully disclosed and entered on the required certificate of insurance. The adequacy of the rating and financial health of each insurance company providing coverage, is subject to the approval of the County.
- (2) Contractor's insurance will be primary as respects the County and its officers and employees.
- (3) The parties agree that Contractor or its insurance carrier must provide the County with 30 days advance notice of cancellation of the policies.
- (4) All deductibles and self-insured retentions must be fully disclosed in the certificates

of insurance.

- (5) If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, the Contractor must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- (6) Contractor must obtain and maintain, for the duration of this contract, general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this contract by Contractor or its agents, representatives, or employees.
- (7) General liability coverage will be on a "per occurrence" basis only and not "claims made." The coverage must be provided either on a Commercial General Liability Form A or a Broad Form Comprehensive General Liability form. Policies must include, but need not be limited to, coverage for bodily injury, personal injury, broad form property damage, premises operations, severability of interest, products and completed operations, contractual and independent contractors. General liability insurance policies must be endorsed to include the County as an additional insured. Subject to paragraph 6 of this section, Contractor must maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury, and property damages. (8) If contractor fails to maintain any of the required insurance coverage, then the County will have the option to declare Contractor in breach and terminate the contract, or the County may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage is maintained. responsible for any payments made by the County to obtain or maintain such insurance, and the County may collect the same from Contractor or deduct the amount paid from any sums due Contractor under this contract.
- (9) The specified insurance requirements do not relieve Contractor of its responsibility or limit the amount of its liability to the County or other persons, and Contractor is encouraged to purchase such additional insurance as it deems necessary.
- (10) Contractor is responsible for and required to remedy all damage or loss to any property, including property of the County, caused in whole or in part by Contractor or anyone employed, directed, or supervised by Contractor.
- 15. INDUSTRIAL INSURANCE. Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to a qualified insurer:

PAW Professional Services LLC has entered into a contract with Storey County to perform work from the date of approval of this contract by the Board of Storey County Commissioners and requests that the insurer provide to Storey County: 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

Storey County Human Resources Director Post Office Box 176 Virginia City, Nevada 89440

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If Contractor does not maintain coverage throughout the entire term of the contract under such conditions, Contractor agrees that County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the contract, or terminate the contract. For each six-month period this contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to a qualified insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that County may order Contractor to stop work, suspend the contract, or terminate the contract.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that:

- 1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
- 2. Is otherwise in compliance with those terms, conditions and provisions.
- 16. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.
- 17. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
- 18. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
- 19. COUNTERPARTS AND FACSIMILE SIGNATURES. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party, it being understood that all parties need not sign the same counterpart. This Agreement may be executed by facsimile signatures.

the drafter of such terms.	
The Parties have executed this agree legally bound by it.	ement as of the dates written below and intend to be
BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY	PAW PROFESSIONAL SERVICES LLC, A NEVADA LIMITED LIABILITY COMPANY
By Marshall McBride, Chairman (Date)	By Pat Whitten, Manager (Date)
Attest:	
Vanessa Stephens, County Clerk	
Approved as to form by:	

NO INTERPRETATION AGAINST DRAFTER. Each party recognizes that

this Agreement is a legally binding contract and acknowledges that such party has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Agreement, the same shall not be construed against either party on the basis of that party being

20.

Deputy District Attorney

Storey County, Nevada

Commissioners' Meeting Agenda Item Request

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

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

Date of Meeting: May 21st, 2017 Date Request Submitted: March 30, 20 Agenda Item Requested: Nox10us Weech Presentation This item is intended for: Discussion Only Discussion and Action (at the Board's discretion) Supporting documentation is attached No supporting documentation is necessary Requested by: Sech Copperty (please print name clearly) Address: Nevade Deportment of Agriculture: 405 521st, 5t Sparks (please print name clearly) Phone: 775	July 2, 8	2019		
This item is intended for: Discussion Only Discussion and Action (at the Board's discretion) Supporting documentation is attached No supporting documentation is necessary Requested by: Sech Coephort (please print name clearly) Address: Nevada Department of Agricolture: 405 5 21st 5t Sport(1) Phone: 775 Phone: 775 Email (optional): Sgephort Q agri. Nr. gov Please submit this completed form to: or FAX to: Storey County Clerk's Office PO Drawer D Virginia City NV 89440 Fold at Arrows Here and Above to Place in a Window Envelope For Office Use Only Date Request Received: In Person Via FAX By:			Request Submitted: Mo	urch 30, 2019
Supporting documentation is attached No supporting documentation is necessary Requested by: Sech Crephert (please print name clearly) Address: Nevacle Department of Arriculture: 405 52 57 57 57 Phone: 775 5657 Email (optional): Sgephort 20 29 1. NV. 90 Please submit this completed form to: Storey County Clerk's Office PO Drawer D Virginia City NV 89440 Fold at Arrows Here and Above to Place in a Window Envelope For Office Use Only Date Request Received: Received: In Person Via FAX By:	Agenda Item Requested:	ous Weeds	Presentation	n
Requested by: Sech Coephort (please print name clearly) Address: Nevade Deportment of Arriculture: 405 52/57, 54 Sports of Phone: 775 Phone: 775 Phone: 775 Storey County Clerk's Office PO Drawer D Virginia City NV 89440 Fold at Arrows Here and Above to Place in a Window Envelope For Office Use Only Date Request Received: In Person Via FAX By:	This item is intended for: Discussion	Only Discussion	n and Action (at the Board	's discretion)
Address: Nevade Department of Agriculture: 405 52157, 54 Sportes / Phone: 335_5657 Email (optional): Sgephort @ agri.Nr. gov Please submit this completed form to: Or FAX to: Storey County Clerk's Office PO Drawer D Virginia City NV 89440 Fold at Arrows Here and Above to Place in a Window Envelope For Office Use Only Date Request Received: In Person Via FAX By:	Supporting documentation is attached	No suppo	rting documentation is no	ecessary
Please submit this completed form to: Storey County Clerk's Office PO Drawer D Virginia City NV 89440 Fold at Arrows Here and Above to Place in a Window Envelope For Office Use Only Date Request Received: Received: In Person Via FAX By:	Requested by: <u>Sech</u> Gepha	or † (please print name clearly)	
Please submit this completed form to: Storey County Clerk's Office PO Drawer D Virginia City NV 89440 Fold at Arrows Here and Above to Place in a Window Envelope For Office Use Only Date Request Received: Received: In Person Via FAX By:	Address: Nevade Department	of Agricult	ure: 405 5 2155.	st Sporte M
Please submit this completed form to: Storey County Clerk's Office PO Drawer D Virginia City NV 89440 Fold at Arrows Here and Above to Place in a Window Envelope For Office Use Only Date Request Received: Received: In Person Via FAX By:	Phone: 775 Email (opti	onal): Sgephort	- 2 agri. Nr. g	ov
Date Request Received: Received: In Person Via FAX By:	Storey County Clerk's Of PO Drawer D Virginia City NV 89440	fice	Storey County Cle (775) 847-0	rk's Office
	F	or Office Use Onl	y	
Supporting documentation attached - # of pages Meeting date of this item:	Date Request Received:	Received: In Per	son	By:
	Supporting documentation attached -	# of pages	Meeting date of this ite	m:
Item Approved for Agenda by:, Date:	Item Approved for Agenda by:		, Date:	

For additional information, please contact the Storey County Clerk's Office

(775) 847-0969 or email:



Storey County Board of County Commissioners Agenda Action Report

Meeting date:	Estimate of time required:
Agenda: Consent [] Regular age	enda [X] Public hearing required []
Dube Architecture Group and Far and civil design services relating t	ssible Action: Possible approval of design fee proposals from r West Engineering for architecture, HVAC, electrical, structural, to the proposed tenant improvement work at 800 South C Street, an of county facilities to include Justice Court.
from Dube Architecture Grou electrical, structural and civil de	, commissioner [], move to approve the design fee proposals up and Farr West Engineering for architecture, HVAC, esign services relating to the proposed tenant improvement at ision of county facilities to include Justice Court.
3. <u>Prepared by</u> : Mike Northan	
4. <u>Department</u> : Public Wor	rks <u>Telephone</u> : (775) 335 6991
5. Staff summary: The proposal scope of services required for	s have been reviewed by staff and are appropriate to the this project.
6. <u>Supporting materials</u> : See att	ached proposals.
7. Fiscal impact:	
Funds Available:	Fund: Comptroller
8. Legal review required: 9. Reviewed by: Department Head	District Attorney Department Name:
County Manager	Other agency review:
10. Board action: [] Approved [] Denied	[] Approved with Modifications [] Continued Agenda Item No.

This is **EXHIBIT** A, consisting of 9 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 1, 2009.

Task Order

Task Order Number: 30

Date: June 11, 2019

Title: Storey County Offices Project

Project Description: Provide professional surveying and engineering services for the site development related to the proposed Storey County Offices Project located at 800 South C Street in Storey County, Nevada. The building is an existing 10,800 square foot metal building constructed in 2016. The County proposes to remodel the existing building interior and construct tenant improvements to house the justice court, IT and dispatch. The site improvements will be limited to:

- Parking expansion in rear of building with paving. Retaining wall may be necessary depending on parking layout.
- Vehicle access, including fire truck, around south side of building with new commercial approach to C Street (NDOT right-of-way).
- Improve drainage along south side of building.
- Possible parking addition on southeast side of building if permissible by NDOT.

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

PART 1 - SERVICES

Task 1 - Project Management

Objective

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

Approach

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

- Project administration includes scheduling maintenance, cost control, monthly invoicing, filing, resource allocation, subconsultant management, and routine communications.
- Conducting a project kick-off meeting with Farr West and Client staff.
- Team coordination, including conference calls and internal meetings.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with Client.

Deliverables

The following deliverables will be submitted under this task:

Page 1 of 6
Exhibit A – Task Order
Master Services Agreement

- Project schedule.
- Monthly status reports.

Assumptions

The following assumptions apply:

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

Task 2 - Surveying and Mapping

Objective

To develop a topographic and boundary map of the parcel and roadway to support the design and permitting effort.

Approach

This task will include the following activities:

- Farr West will provide a topographic survey for the project site. One- Foot Contour intervals will be provided at 1" = 40'.
- Farr West will provide a record data boundary survey of the site. We will locate key monuments, compare record maps, deeds, and title documentation for the subject and adjacent properties. We will analyze calculated and measured distances and compare them to record data and translate record measurement to existing monumentation.
- Farr West will locate existing features via conventional methods. This will include the existing building, edge of pavement surrounding the building and for the adjacent roadway, surface utilities, detached structures, signage and other ground features. A digital terrain model will created in AutoCAD Civil 3D for use in engineering design.
- The horizontal and vertical control shall be based upon NAD 83 (Horizontal), and the North American Vertical Datum of 1988 (NAVD 88-Vertical).

Deliverables

The following deliverables will be submitted under this task:

- Topographic data provided at 1"=40' in CAD format.
- Boundary data provided in CAD format.

Task 3 - Site Development Plans

Objective

To develop a civil site development plan set with related notes and details that meets all applicable codes and standards. The sheet set will include the following:

- Cover Sheet
- General Notes, Legend and Material Specifications
- Civil Site Plan
- Site Grading Plan
- Erosion and Sediment Control Plan
- Details

Approach

This task will include the following activities:

- Prepare cover sheet, general notes & symbols, material specifications and details related to site improvement work. Specifications will be shown on plans and no specification book is proposed.
- Utilizing the site plan created from the topographic survey, we will review and modify the plan as
 necessary to meet all local codes and standards. The plan modification will consider parking, fire
 access, snow removal and other needs identified by the client.
- Identify locations for curbs, valley gutters and other concrete related improvements.
- Identify parking and related striping, including ADA accessible stalls if necessary. The ADA
 accessible route from the parking stalls to the building will be identified and improvements will
 be noted as required.
- Establish elevations for curbs, valley gutters, pavement and other proposed features.
- Show locations and details for drainage swales/ditches.
- If required, locations and elevations for retaining wall structures will be shown.
- Utilizing the drainage patterns established on the Civil Grading Plan, show the locations of BMPs on the subject property to mitigate erosion due to runoff.

Deliverables

The following deliverables will be submitted under this task:

• Site Development Plans (30%, 60% and Final)

Assumptions

The following assumptions apply:

- No utility design is required.
- The design of retaining wall structures, if required, is not included. Farr West Engineering can provide an additional fee to design these structures if needed.
- Notice of Intent through NDEP and SWPPP will be completed by the Contractor.
- The erosion and sediment control plan shall be used as guidance only. The Contractor will be responsible for preparing and maintaining a SWPPP.
- No specification book will be prepared.

Task 4 - Site Drainage Study

Objective

To identify drainage patterns and peak flows generated from the site. Compile the data into a drainage study that meets Storey County and NDOT standards.

Approach

This task will include the following activities:

- Evaluate and document the existing drainage patterns of the site.
- Develop a proposed master drainage concept that maintains the existing drainage patterns.
- Calculate the existing and proposed hydrology for the storm events required by the governing agencies.
- Prepare a drainage report that discuss the existing conditions, proposed conditions, hydrology and hydraulics for the site.

Deliverables

The following deliverables will be submitted under this task:

Drainage report with related attachments and calculations.

Assumptions

The following assumptions apply:

- On-site detention is not required.
- There appears to be inadequate drainage facilities downstream of the subject property. It is assumed
 that no analysis or improvements will be required to address this issue. If additional studies/analysis
 is required, Farr West Engineering can provide an additional fee to complete the analysis if
 needed.

Task 5 - Permitting Support

Objective

To assist the client with the necessary permitting required for site development.

Approach

This task will include the following activities:

- Coordinate with and submit plans and related documents to the Storey County Building Department for site improvements.
- Coordinate with and submit plans and related documents to the Storey County Fire Department for site improvements.
- Coordinate with and submit plans and related documents to the Nevada Department of Transportation for encroachment into SR 342.

Deliverables

The following deliverables will be submitted under this task:

• Permits and approvals from Storey County and NDOT.

Assumptions

The following assumptions apply:

- Permit and applications fees will be provided by the client.
- The Contractor will apply for and obtain the Stormwater Discharge Permit from the Nevada Division of Environmental Protection.
- The architect or owner will coordinate permitting for the building, including the service application to NV Energy and other utilities.

Task 6 – Bidding Support

Objective

To assist the client with the bidding process.

Approach

This task will include the following activities:

- Answer technical questions and respond to questions raised by bidders during the bidding period.
 All questions regarding legal aspects of the construction documents will be referred directly to Storey County. In addition, all questions and responses will be documented and provided to Storey County.
- If required, Farr West will prepare addenda and provide to the County in electronic PDF format.
- Farr West will attend bid opening if required, and at the County's request, review bids that were received for irregularities, and provide a recommendation for award to Storey County.

Deliverables

The following deliverables will be submitted under this task:

- Responses to questions raised to bidders.
- Addenda if required.

Assumptions

The following assumptions apply:

• The architect or client will coordinate the bidding process and maintain the planholders list.

PART 2 - COMPENSATION

Storey County shall pay Farr West on a time and materials basis, including travel, not to exceed <u>Twenty-five</u> thousand four hundred <u>Dollars</u> (\$25,400.00). Hourly rates and other expenses shall be in accordance with

Exhibit C of the Master Services Agreement (Standard Hourly Rates). A breakdown of the individual task budgets is as follows:

Task 1	Project Management	\$2,900
Task 2	Surveying and Mapping	\$6,300
Task 3	Site Development Plans	\$9,400
Task 4	Site Drainage Study	\$3,200
Task 5	Permitting Support	\$2,200
Task 6	Bidding Support	\$1,400
· · · · · · · · ·	TOTAL:	\$25,400

PART 3 - SCHEDULE

Surveying and Mapping Completion:

30% Site Development Plans:

The following is a *proposed* schedule to be used as a general guideline only and is based on an assumed Notice to Proceed date of <u>July 1, 2019</u>.

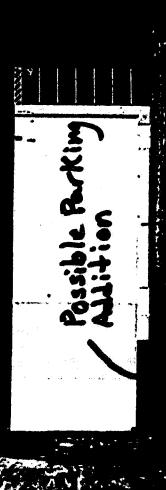
July 17, 2019

August 2, 2019

		-	
	60% Site Development Plans:	August 16, 2019 (Assumes comments received within 1 weeks after 30% submittal. Includes drainage report.)	
	Permit Set Site Development Plans:	August 30, 2019 (Assumes comments received within 2 weeks after 60% submittal.)	
	NDOT Permit Received:	October 29, 2019 (Assumes 60 days of permitting through the district office.)	
Owner: Storey	County	Engineer: Farr West Engineering	
By:		By: Jerry To	
Print Name: _		Print Name: Greg Lyman, P.E.	
Title: _		Title: Principal	
Date Signed:		Date 6/14/19	

Page 6 of 6 Exhibit A – Task Order Master Services Agreement

Storey County Offices



Google Earth

Appendix B Storey County Offices Project Pliminary Engineering Fee Estimate

			Prelim	Preliminary Engineering Fee Estimate	eering Fee	Estimate								
	Greg Lyman, P.E. Principel	Project Meneger Kelth Kernetein, P.E.	Project Designer	Engineer David Oto, P.E.	Project Designer Burveyor, Phil 2 Man Burvey EIT Raimer, PLS Crew	Surveyor, Phil Reimer, PLS	2 Man Survey Crew	Survey Technician	Sr. Admin	Total Labor	abor	Subconsultant	Mark-Up [15%]	TOTAL
TASKS Rate (\$/hr)	\$160	\$152	\$105	\$150	985	\$130	\$170	06\$	06\$	Hours	(g)	(9)	(\$)	(\$)
1.0 Project Management														
1.1 Project Management & Administration		2	4								\$724	:		\$724
1.2 Scheduling		1									\$152			\$152
1.3 Initial Project Meeting			3							6	\$771			\$77.1
1.4 Client Meetings/phone calls		en	6					-			\$771			\$77.1
1.5 Monthly invoicing									3	.4	\$422			2422
Subtotal		10	10						€.	23	\$2,840			\$2,900
2.0 Surveying and Mapping														
2.1 Topographic survay							ō.		,	91	\$2,240			\$2,240
2.2 Boundary survey							12	£		88	\$3,480			\$3,480
2.3 QA/QC						*				•	\$520			\$520
Subtotal							z	z		3	\$6,240			\$6,300
3.0 Site Development Plans														
3.1 Cover sheet, notes and details		2	ē							12	\$1,354			\$1,354
3.2 Chril site plan			5							8	\$2,288			\$2,288
3.3 Site grading plan		eo e	24							90	\$3,432			\$3,432
3.4 Erosion and Sediment Control Plan		1	2							8	\$362			\$382
3.5 Cost estimating		4	4							9	\$572			\$572
3.6 QA/QC		9								6	\$1,392			\$1,392
Subtootal	£	20	96							8.4	007'6\$			\$9,400
4.0 Site Drainage Study									-					
4.1 Evaluate existing drainage conditions			2							8	296\$			\$362
4.2 Hydrology analysis		•	9							7	\$782			\$782
4.3 Evaluate proposed drainage conditions		-	~							8	2362			\$362
4.4 Prepare drainage report		7	*							ę	\$1,144			\$1,144
4.5 QA/QC	-	2						-		က	797			\$464
8ubrodas	-	,	18							58	\$3,114			\$3,200
5.0 Permitting Support														
5.1 Storey County building department coordination		-	2							60	\$362			\$362
5.2 Storey County fire department coordination		-	2								\$362	:	-	\$362
5.3 NDOT permitting		,	.80							12	\$1,448			\$1,448
Subtotal			12							18	\$2,172			\$2,200
6.0 Bidding Support														
6.1 Pre-bid meeting		2								2	\$304			\$304
6.2 Request for Information (RFIs)		2	2							4	\$514			\$514
6.3 Addendums		2	2							4	\$514			\$514
Subtotal		•	*							ę	\$1,332			\$1,400
Totals Without Contingency	•	43	8			*	z	Z		호	\$25,098			\$25,400
												Grand Total	_	\$25,400
												1		



June 17, 2019

Pat Whitten, County Manager Storey County 26 S. B Street | P.O. Box 176 Virginia City, NV 89440

RE: Storey County Justice Court | Divide Bldg. Tenant Improvements Proposal for A/E Design & Construction Documents

Dear Pat:

Thank you for the opportunity to work with you, county staff, and the board of commissioners on this project. Our team will provide professional architecture, structural, mechanical, plumbing, and electrical engineering services for the design of tenant improvements to convert MxTrophies.com's 5,250 sf of warehouse space into offices for the justice court, IT, and Dispatch, and the scope of work will include adding a roughly 1,850 sf mezzanine.

Project Team

We have assembled the following team that has a track record of working together on projects throughout Nevada (including Storey County):

- Dubé Group Architecture will provide project management and architecture
- P&F Consultants will provide structural engineering
- SGF Engineering will provide mechanical and plumbing engineering
- Dinter Engineering will provide electrical engineering

Scope of Services

Project management responsibilities shall include:

- general coordination between all design disciplines (structural, mechanical, plumbing, and electrical), other consultants retained by the Owner (civil, geotechnical, and survey), and the Owner
- direct and manage the design team's production schedule
- oversee all aspects of design and construction process
- · manage production of required deliverables

A/E Proposal for Design & Construction Documents Storey County Justice Court Divide Bldg. TI Page 2 of 4

Architectural design services shall include the design of:

- building interiors, including programming, layout of spaces, and circulation
- building life safety
- architectural building systems consisting of flooring, interior walls and finishes, openings, casework, and ceilings

Structural consulting engineering services shall include the design of:

- design of new mezzanine, including vertical loading
- · design of new generator pad and enclosure
- · head off existing column in courtroom
- miscellaneous connections and details

Mechanical consulting engineering services shall include design of:

- design of an HVAC system consisting of split-system gas-fired furnaces, restroom exhaust, air distribution, HVAC controls
- heat loss calculations

Plumbing consulting engineering services shall include design of:

- design of a domestic water system including a gas-fired water heater, domestic hot and cold water distribution, and miscellaneous plumbing equipment
- design of a waste and vent piping system including cast iron waste and vent piping, and miscellaneous plumbing equipment
- · design of a propone piping system

Electrical consulting engineering services shall include design of:

- interior building lighting
- · empty raceways stub-ups only for voice/data outlet locations
- power services and connections to systems designed by others including specialty lighting, fire alarm/life safety systems, low voltage information technology and A/V systems
- emergency power (back-up generator)

Project Budget

Per our discussion, it is our understanding the total project cost should not exceed \$2,000,000, inclusive of hard costs (property acquisition, construction, generator, contingency) and soft costs (a/e fees, FF&E, connection fees).

Preliminary Timeline

Based on an assumed Notice to Proceed date of no later than July 1, 2019, the following is a proposed schedule for consideration. Please note that as the work progresses, we will advise you of changes and provide an updated schedule monthly but we anticipate completion within 30 weeks (210 days), or no later than January 27, 2020.

A/E Proposal for Design & Construction Documents Storey County Justice Court Divide Bldg. TI Page 3 of 4

45 Days
14 Days
5 Days
21 Days
5 Days
120 Days

Proposed Fee

We will provide architectural / engineering services enumerated above for a fixed fee of \$92,950.00. A breakdown by individual task is as follows:

Task 2	Design & Construction Documents Bidding Assistance Construction Administration	S	\$ \$ \$	72,700.00 5,900.00 14,350.00
		Total	\$	92.950.00

In addition to fixed costs, we recommend an allowance of \$3,500.00 to cover reimbursable expenses, which will be billed at cost plus 20 percent. Please note our fee includes periodic site visits but does not cover regularly (weekly or biweekly) scheduled Owner / Architect / Contractor (OAC) meetings during construction. If our attendance is required, we will bill hourly in accordance with rate schedule attached.

Deliverables

We will submit the following deliverables at 50% and Final submittals:

- Design & Construction Plans (prepared using AutoCad version 2017 or more current), 24x36 layout, in PDF or other digital format
- Project Specifications (prepared using MasterSpecs or similar CSI formatted model specifications), in PDF, or other digital format
- Preliminary Opinion of Probable Cost

Assumptions & Exclusions

Our proposal assumes civil engineering, surveying, geotechnical engineering, and landscape architecture will be provided by others. The following services are expressly excluded: architectural site design, including ADA accessible parking and routes; fire sprinkler design and review of fire sprinkler protection drawings; lightening protection systems; review of fire alarm shop drawing submittals; preparation of record drawings.

A/E Proposal for Design & Construction Documents Storey County Justice Court Divide Bldg. TI Page 4 of 4

Again, on behalf of our team, thank you for allowing us to provide this proposal. Do not hesitate to call me if you have any questions or concerns.

Sincerely,

DUBÉ GROUP ARCHITECTURE Peter R. Dubé, NCARB, AIA Architect

NV Architect License No. 2443



Storey County Board of County Commissioners Agenda Action Report

Meeting date: July 2, 2019	Estimate of time required: 15 Minutes
Agenda: Consent [] Regular agenda [X] Public hearing required []
	ACTION: Consideration and possible approval of Contract to ot and adjacent properties in Virginia City, Nevada from David sh purchase price of \$695,000.00.
	Commissioner] move to approve the Contract to purchase the nt properties in Virginia City, Nevada from David Pierce Powell ce of \$695,000.00.
3. Prepared by: Marshall McBride	
Department : Commissioners	Telephone : 847-0968
4. Staff summary: Please see page 2	
5. Supporting materials:- Agreement for purchas- Real Property Appraisa	
6. Fiscal impact: Yes.	
Funds Available: Yes Fund: C	Capital Projects/Infrastructure/Rail Bond Fund Comptroller
7. <u>Legal review required</u> : Yes	KL_ District Attorney
8. Reviewed by: Department Head	Department Name:
County Manager	Other agency review:
9. Board action: [] Approved [] [] Denied []	

4. Staff summary: After lengthy discussions, the present owners of the V&T Freight Depot located on 3 parcels west of the property known as the Silverland Hotel have decided to sell the property to the County subject to Board Approval. The total cash selling price requested is \$695,000.00. The properties were most recently appraised for \$635,000.00. Additionally, \$60,000.00 in additional value has been calculated representing the commitment of a water & sewer hookup that was never installed as well as the acquisition of certain personal property, defined in article 2 of the purchase agreement as the freight depot scales and office furniture which bring the total purchase price to \$695,000.

Storey County has long been interested in acquiring the VC Freight Depot and surrounding properties for

a multitude of reasons including:

- As evidenced by our ownership of the Historic Fourth Ward School, the Fire Museum, the Courthouse, Piper's Cottage, Piper's Opera House, the Ice House, the Gold Hill Depot and Saint Mary's Art Center, Storey County has a solid track record of acquiring and owning historic buildings in town with the goal being to preserve, protect and eventually enhance their cultural value. The Freight Depot certainly qualifies and, assuming successful acquisition, we would intend to commission a Historic Structures Report that would provide a road map to prioritizing steps toward preservation. At a glance, these would seem to include reroofing the Depot and installing a fire suppression system.
- The adjacent parcels offer great opportunities for additional parking. Despite uninformed criticism such as "we don't need more parking" like we encountered when acquiring properties that are now the Courthouse Parking Lot, it is common knowledge to those truly familiar with town that you can almost never have too much parking. Just this past Thursday, I walked by the Courthouse lot and it was almost totally full. Additionally, parking lots have consistently proven to provide the added benefit of hosting venues such as the Fire Musters and more recently, Women with Wheelz.
- Once renovated, the Depot building will provide a unique, in-town venue for special events including weddings, family reunions and large scale parties, thus providing a source of revenue if managed thru the VCTC. Capacity wise, the Depot should compare closely to Piper's and it's rustic ambiance offers a great contrast to grandeur of Piper's.
- Should the Tunnel 6 project reboot, the Freight Depot make the most logical sense for the Northern V&T Railroad terminus. Benefits include a shortened travel to the center of town, greater visibility toward and from C Street, ample parking and adjacency to the largest lodging facility in Virginia City.

For these reasons and more, as Chairman of the Board of County Commissioners, I recommend approval.

AGREEMENT FOR PURCHASE OF REAL PROPERTY

WHEREAS, Powell and Ward own a parcel of real property on which sets the historic Freight Building and Depot of the Virginia and Truckee Railroad ("Freight Depot") in Virginia City, Nevada; and,

WHEREAS, Powell and Ward own items of personal property which have historic value associated with the Freight Depot the purchase of which is exempt from the public bidding process because the items are only available from a sole source pursuant to NRS 332.115(1)(a); and,

WHEREAS, County desires to obtain the Freight Depot and associated items of personal property to preserve the historic character of the Freight Depot and its contents and for use as a possible terminus of the Virginia and Truckee Railroad and to use the surrounding real property for parking and other purposes; and,

WHEREAS, County has previously committed to supplying a water and sewer hook-up to Powell which were not provided through no fault of Powell, and

WHEREAS, County desires to resolve the claim of the non-existent hook-up in the course of purchasing the Freight Depot and its contents; and,

WHEREAS, County has had the real property owned by Powell and Ward appraised as required by NRS 244.275 which appraisal valued the real property and improvements at Six Hundred and Thirty Five Thousand Dollars (\$635,000.00); and,

WHEREAS, Powell and Ward are prepared to sell the Freight Depot and associated personal property to County and to resolve the claim regarding the non-existent hook-up to County on the terms hereafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, it is agreed as follows:

- 1. <u>Subject Real Property</u>. Powell and Ward do hereby agree to sell and County does hereby agree to buy all that certain real property situate in Virginia City, Nevada bearing addresses of 20, 104 and 136 N. E Street and identified as Assessor's Parcel Numbers 001-088-03, 001-096-02 and 001-096-01 which is more particularly described on Exhibit "A", attached hereto and incorporated herein as if set out in full, together with all improvements thereon and easements appurtenant thereto. (together the properties will hereafter be collectively referred to as The Property).
- 2. <u>Subject Personal Property.</u> The personal property being conveyed pursuant to this agreement consists of the freight depot scales and the office furniture.

3. Total Consideration

- a. Real Property. The total purchase price for the real property is the sum of Six Hundred and Thirty-Five Thousand dollars (\$635,000.00).
- b. Release of claims. In consideration of the release of any and all claims to water and or sewer service for the parcel of land identified as APN 001-088-03, County agrees to pay Powell and Ward the sum of Sixty Thousand Dollars (\$60,000.00) to be divided between them as they see fit.

Total Consideration for the purchase of the real property and improvements, the personal property and the release of a claim for water and sewer service will be SIX HUNDRED AND NINETY-FIVE THOUSAND DOLLARS (\$695,000.00).

- 5. <u>Payment of Purchase Price and Consideration for Release of Claim</u>. The purchase price and the consideration for the release of claims shall be paid in full on the date of the close of escrow.
- 6. <u>Appraisal Cost.</u> County has had an appraisal performed with regard to The Property by Ann Delahay. County will be responsible for all costs incurred in having the appraisal conducted.
- 7. <u>Escrow.</u> Upon the execution of this Purchase Agreement, the parties shall open an escrow at Ticor Title Company, in Carson City, Nevada, to consummate the purchase in accordance with the terms and provisions hereof. The provisions hereof shall constitute joint instructions to the escrow holder; provided, however, that the parties shall deposit all funds and execute such additional instructions as requested by the escrow holder in order to complete the sale in accordance with the terms set forth herein. Said escrow shall close **on or about August 15, 2019**. County will pay the escrow fee.
- 8. Preliminary Title Report. The escrow instructions shall order a Preliminary Title Report from the escrow holder. County shall take title to The Property subject to: (1) real estate taxes and/or assessment not yet due, and (2) covenants, conditions, restrictions, reservations, rights-of-way, and easements of record. Upon acceptance, County shall order a Preliminary Title Report, and the escrow holder shall deliver the Preliminary Title Report to County on or before July 15, 2019. County shall have the right to examine the title to The Property and to notify escrow holder and Powell and Ward in writing of any valid objections thereto on or before August 1, 2019. County shall be deemed to have approved the Preliminary Title Report and all exceptions thereto unless County delivers written disapproval to Powell, Ward and the escrow holder on or before August 1, 2019. In the event of County's valid written disapproval of an exception or exceptions, Powell and Ward shall have until the time limit for closing of the escrow within which to cause the disapproved exception or exceptions to be removed from the record in order that the same shall not show in the policy of title insurance to be issued in favor of County at the close of escrow. In the event Powell and/or Ward fail, refuse or are unable to remove such exceptions before the close of escrow, all rights and obligations hereunder may, at the election of the County, terminate and County will have no further obligation to proceed with the purchase of The Property.

Alternatively, and at County's option and expense, County may institute an action to quiet title to the The Property or any part of it. If this option is exercised, Pierce and Ward agree to fully cooperate with County in pursuing the quiet title action. In the event County initiates a quiet title action, the date for the close of escrow will be extended until the termination of the litigation. If the quiet title action is unsuccessful in quieting

title, County may terminate this agreement and have no further obligation under this Agreement to Pierce and/or Ward.

- 9. <u>Possession</u>. Powell and Ward agree to, and shall, deliver possession of the real property and improvements along with the personal property to County as of the close of escrow. Possession may be returned to Powell pursuant to the leaseback provision of this agreement.
- 10. <u>Title Policy</u>. The Owner's policy of title insurance shall be a standard coverage form policy of title insurance to be paid for by County.
- 11. <u>Proration</u>. All adjustments shall be made as of the date of closing of the escrow opened by this Agreement, and shall be prorated between Powell, Ward and County to that date. The items to be adjusted and prorated are:
 - A. Current taxes against the real property computed on a calendar year basis.
- B. Unpaid but not delinquent special assessments for local improvements, but all installments of such assessments due after the closing date shall be assumed and paid by the County.
 - C. Other prepaid expenses and accrued liabilities which the parties shall agree upon.

Powell and/or Ward shall pay the costs of any expense connected with the removal of title defects. All remaining closing costs shall be paid by County.

- 12. <u>Disclosure Statements</u>. Inasmuch as the property being purchased is not being purchased by County for residential purposes, no disclosure statement as provided in NRS 113.120 is required.
- 13. Entire Agreement. Powell, Ward and County agree that this Agreement contains all of the provisions of the agreement between Powell, Ward and County for County's purchase of the real property and improvements known as the Freight Depot, the personal property identified in Exhibit B and the release of all claims regarding the provision of water and sewer service. There are no agreements, warranties or representations, express or implied, except those expressly set forth herein. Powell and Ward shall have no liability for agreements, warranties or representations, except those expressly set forth herein, and Powell and Ward shall not be liable by reason of any agreement, representation or warranty made by any third party to County. All agreements, representations and warranties contained in this Agreement shall apply as of the closing date and shall survive the closing of this Agreement.
- 14. <u>Full Performance</u>. This Agreement and the terms and conditions hereof shall apply to and are binding upon the heirs, legal representatives, successors and assigns of Powell, Ward and County.
- 15. <u>Conflicts of Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.
 - 16. <u>Time of Essence</u>. Time is of the essence in all of the provisions of this Agreement.

17. Notices. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, and return receipt requested, to the party or parties to be notified at the address or addresses set forth herein, or at such other address as either party may, from time to time, designate in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice.

The address for County for purposes of this paragraph is:

Storey County P.O Box 176 Virginia City, NV. 89440

With copy to:

Storey County District Attorney PO Box 496 Virginia City, Nevada 89440

The address for Powell for purposes of this paragraph is:

David Pierce Powell P.O. Box 115 Silver City, NV 89428

The address for Ward for purposes of this paragraph is:

Terry Ward 5480 Chocolate Drive Sparks, NV 89431

- 18. Attorney's Fees. Should any litigation be commenced between the parties hereto concerning this Agreement or the property the subject of this Agreement, or the rights or duties of either party relating thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for said attorney's fees in such litigation and costs of court herein.
- 19. <u>Time for Acceptance</u>. Powell and Ward understand that the consummation of this agreement is dependent upon the approval of this agreement by the Board of County Commissioners of Storey County in a duly noticed public meeting of the Board. Accordingly Powell and Ward agree that authority of the County to accept this agreement will remain open for a period of thirty days from the date Powell and Ward sign this Agreement.
- 20. <u>Real Estate Agency and Commission</u> County has not utilized the services of a real estate broker or real estate sales person in connection with this transaction, and County shall not be liable for the payment of

any commission to any real estate broker or sales person, or to any other person or entity, in connection with this transaction.

Interpretation and Representation. No provision in this Agreement is to be interpreted either for

21.

Terry Ward

or against Powell, Ward or County because that party or that party's legal representative drafted the provision. Powell, Ward and County acknowledge that Powell, Ward and County have each had the opportunity to consult with independent legal counsel concerning the terms and conditions and consequences of this Agreement prior to signing the Agreement. County agrees to Purchase the real property with improvements, the personal property consisting of the Freight Depot scales and the office furniture, and provide consideration for the release of claims on the terms and conditions set forth in this Agreement. Dated this day of , 2019. STOREY COUNTY By Marshall McBride Chairman Board of County Commissioner of Storey County Attest: Storey County Clerk The undersigned Powell agrees to sell the real property with improvements and the personal property and releases all claims regarding the provision of water and sewer service to the Freight Depot as set forth in this agreement Dated this _____ day of ______, 2019 Dated this ____ day of ____, 2019. David Pierce Powel, Trustee: David Pierce Powell, Individually The undersigned Ward agrees to sell the real property with improvements, the personal property and releases all claims regarding the provision of water and sewer service to the Freight Depot as set forth in this agreement. Dated this ______ day of _______, 2019. Ward:

LEASEBACK

WHEREAS leases of residential real property for 1 year or less are not subject to the appraisal and sale requirements of NRS 244.2795 and NRS 244.281; and,

WHEREAS Powell has been residing on the premises of the Freight Depot for a number of years and desires to continue to use the Freight Depot as his residence for 1 year or less after the close of escrow relating to the Agreement to Purchase Real Property; and,

WHEREAS County is willing to allow the use of the Freight Depot as the residence for Powell for a period of one year or less.

NOW THEREFORE IS IT HEREBY AGREED that upon the close of escrow, County will lease the Freight Depot structure and not the land abutting the structure to Powell on the following terms and conditions:

- 1. <u>Term of Lease.</u> Powell is authorized to occupy the Freight Depot structure for a period not to exceed one year. The lease may not be extended beyond one year nor may it be renewed at the end of the year.
- 2. Rent. Powell shall pay rent in the amount of \$100.00 per month in cash or by check payable to the Storey County Treasurer's Office at 26 S. B Street in Virginia City, Nevada 89440. Rent shall be due and payable on the first day of each month. If payment is not received by the fifth day of the month an additional late fee of \$100.00 will also be required to be paid.
- 3. <u>Use Of Property</u>. During the term of the lease, the Freight Depot may be used solely by Powell for residential purposes. He is the only authorized occupant of the premises. No children or animals are authorized to occupy the premises.
- 4. Advisement of Provisions of NRS 202.470. NRS 118A.200(1) requires that every rental contract for the rent of residential property include a summary of the provisions of NRS 202.470. Accordingly Powell is advised that every person who shall commit or maintain a public nuisance for which no special punishment is prescribed or shall willfully omit or refuse to perform any legal duty relating to the removal of such nuisance or shall let or permit to be used any building or portion thereof, knowing that it is intended to be, or is being used for committing or maintaining any such nuisance shall be guilty of a misdemeanor.
- 5. Reporting of Nuisances and Building, Safety and Health Code Violations. Powell may report the existence of a public nuisance by telephone call to the Storey County Communications at 847-0930 or in person at the Storey County sheriff's Office located at 201 South C Street in Virginia City, Nevada.. Powell may report the existence of a violation of a building, safety or health code or regulation to Storey County Community Development at 847-0966 or in person at the Community Development Office at 110 Toll Road in Virginia City, Nevada.
- 6. <u>Display of American Flag</u>. Powell is advised that pursuant to NRS 118A.325 that he is entitled to display the flag of the United States within the Freight Depot structure.

- 7. <u>Alterations.</u> During the term of the lease Powell is prohibited from making any alterations to the premises without the written consent of County.
- 8. County Use of Property. During the term of the lease, County will have full unfettered access to the land on which the Freight House structure sets. County may make any changes to the land and engage in any activities on the land it deems necessary, including without limitation, removal of weeds, removal of property of other persons, paving of areas for parking and making improvements to preserve the Freight House.
- 9. Entry Into Freight House Structure. County through its employees and/or agents may enter the Freight House structure during normal working hours, Monday through Friday after giving 24 hours advance notice to (a) inspect the premises; (b) take actions to preserve the premises; and (c) make improvements to the premises, including, without limitation, installation of fire suppression improvements, roofing improvements and utility services. County's entry onto the premises under this section shall be conducted so as to cause as little interference to Powell's normal activities as is reasonably possible.
- 10. <u>Utilities</u>. Powell shall pay for all utilities used by him including electricity, gas, heat, telephone service, garbage and all other utilities supplied for Powell's use.
- 11. <u>Maintenance</u>. Powell shall at his sole cost and expense, keep and maintain the Freight House and all improvements therein in good order, condition and repair, ordinary wear and tear excepted.
- 12. <u>Fire Prevention</u>. Powell shall not utilize any gas powered heaters within the premises. Nor is the smoking of cigarettes or marijuana allowed within the Freight House structure. Powell shall give immediate notice in person or by phone of the existence of any fire within the Freight House structure to the Storey County Fire Protection District by phone to 911 or in person.
- 13. <u>Premises As-Is.</u> Powell has resided within the Freight House Structure for several years and is well aware of the current condition of the premises. Powell accordingly accepts the premises for residential use As-Is and without warranty of any kind from the County that the premises are in any particular condition, that they are adequately serviced by utilities or even that the premises are suitable for habitation.
- 14. <u>Liability for Damages</u>. County, its officers and employees shall not be liable for any damage to property of Powell or others located within the Freight House structure, nor for the loss of or damage to any property of Powell or others caused by theft or otherwise. All property of Powell kept or stored within the Freight House structure shall be kept or stored at the risk of Powell and Powell shall hold County, it officers and employees harmless from and hereby waives any claims arising out of damage to the same unless such damage shall be caused by the willful act or gross neglect of County, its officers or employees.
- 15. <u>Termination of Lease</u>. Powell may terminate this lease at any time and for any reason upon giving notice of the termination to County by delivering written notice of the termination to Austin Osborne at 26 South B Street, Virginia City, Nevada 89440. If not sooner terminated, the lease will end one year from the date of its execution by both parties.

- 16. <u>Surrender of Premises</u>. At the termination of this lease, Powell shall surrender the Freight House structure in the same condition as the premises were in at the inception of this lease, reasonable wear and tear excepted. Lessee shall have removed from the premises all items of his or other's personal property with the exception of the Freight House Scales and the Office Furniture.
- 17. <u>Waiver</u>. The waiver of any breach of any provision of this lease shall not be construed to prohibit either party from strictly enforcing the terms of this lease following the waiver of breach.
- 18. Partial Invalidity. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant, or condition to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each term, covenant, or condition of this Lease shall be valid and enforced to the fullest extent permitted by law.
- 19. <u>Force Majeure</u>. Any covenants, conditions, provisions, or agreements on the part of Landlord to be performed shall not be deemed breached if Landlord is unable to furnish or perform the same by virtue of any cause whatsoever beyond Landlord's control.
- 20. <u>Complete Agreement</u>. Except instruments incorporated herein by reference and documents executed simultaneously herewith there are no written and/or oral agreements between LESSOR and LESSEE additional to or different from this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, agreements, letters and understandings between LESSOR (or its agents, or representative) and LESSEE with respect to the subject matter of this Lease. There are no representations between LESSOR and LESSEE other than those contained in this Lease, and all reliance with respect to any representation is solely upon the representations contained in this Lease. This Lease shall be construed in a fair and equitable manner and shall not be construed against the party by whom it was drafted.
- 21. <u>Counterparts</u>. This Lease may be executed in any number of counterparts, or by different parties in different counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such counterpart.

Remainder of this page intentionally left blank. Signature page follows.

Dated this day of, 2019.
STOREY COUNTY
By Marshall McBride Chairman Board of County Commissioner of Storey County
Attest:
Storey County Clerk
Dated this day of, 2019.
David Pierce Powell

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1 136 N. E Street

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in block 67, Range D as shown on the map of Virginia City, filed in the office of the County Recorder of Storey County

APN 001-096-02

PARCEL 2 104 N. E Street

Lot 13, Block 67, Range "D", as shown upon the official plat of Virginia City, Storey County, State of Nevada filed in the office of the County Recorder of Storey County

APN 001-096-01

PARCEL 3 20 N E Street

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9A of Block 86, Range D as shown upon the official plat of Virginia City, Storey County, State of Nevada filed in the office of the County Recorder of Storey County

APN 001-088-03

AN APPRAISAL CONVEYED IN A RESTRICTED APPRAISAL REPORT OF

THREE PARCELS
TOTALING 104,015 SF (2.39 ACRES)
LOCATED AT
THE WEST SIDE OF NORTH E STREET
VIRGINIA CITY, NEVADA

AS OF AUGUST 1, 2016

PREPARED FOR
PAT WHITTEN, COUNTY MANAGER
STOREY COUNTY
P O BOX 176
VIRGINIA CITY, NV 89440

By Ann Delahay Ann Delahay, Appraiser 2898 Rio Vista Court Minden, Nevada 89423 2016031

ANN DELAHAY, APPRAISER

2898 Rio Vista Court® MINDEN, NEVADA 89423 Phone: (775) 267-9675 Fax: (775) 267-9675

December 11, 2016

Mr. Pat Whitten, County Manager **Storey County** P O Box 176 Virginia City, NV 89440

Re:

Appraisal of three parcels totaling 104,015 sf (2.39 acres) located on the west side of North E Street at Sutton Street, with additional frontage on the east side of North D Street, in Virginia City, Storey County, Nevada

Dear Mr. Whitten:

As you requested, I have completed an inspection and analysis of the above-referenced property in order to provide an opinion of its Market Value, as a parking lot and a future community hall. The function of the appraisal is to assist the client, Storey County, in making a decision regarding the possible purchase of the subject property for use as a community hall and public parking.

This is a Restricted Appraisal Report. As such, it does not present discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The client is Story County. The appraiser is not responsible for unauthorized use of this report.

After considering all the factors and information contained in this report, and based on the extraordinary assumptions and hypothetical conditions stated in the report, it is my opinion that the Market Value of the fee simple interest in the subject, as is, as of August 1, 2016, was:

> SIX HUNDRED AND THIRTY-FIVE THOUSAND DOLLARS \$635,000

Respectfully submitted,

ann Velahay

Ann Delahay

Certified General Appraiser

Nevada License # A-0002515.CG

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SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

PROPERTY APPRAISED Three parcels known as Assessor's Parcels 001-088-03, 001-

096-01, and 001-096-02, as a parking lot and community hall

LOCATION Northwest and southwest corners of North E Street and Sutton

Street, with additional frontage on the east side of North D Street, also known as 20 North E Street, 104 North E Street, and

136 North E Street, Virginia City, Storey County, Nevada

IMPROVEMENTS A 4,416-sf Historic Freight Depot built in 1876

APPRAISAL DATE August 1, 2016

DATE OF REPORT November 7, 2016

INTEREST APPRAISED Fee Simple

PURPOSE OF APPRAISAL To form an opinion of the Market Value of the property, as

improved, for use as public parking and a community hall

INTENDED USE OF APPRAISAL For use in internal decision-making regarding the possible

purchase of the subject property by the client

INTENDED USER OF THE APPRAISAL Storey County

CLIENT Storey County

OWNER OF RECORD 001-088-03:

001-096-01: 001-096-02:

HIGHEST AND BEST USE Parking lot and community hall or residential construction

EXPOSURE/MARKETING TIMEOne year to three years

VALUE CONCLUSION, AS IS \$635,000

PROPERTY IDENTIFICATION

Address and Location: The property is located on the northwest and southwest corners of North E Street and Sutton Street, with additional frontage on the east side of North D Street, also known as 20, 104, and 136 North E Street in Virginia City, Storey County, Nevada. It is identified by the Storey County Assessor as Assessor's Parcels Number 001-088-03, 001-096-02, and 001-096-01.

Owner of Record: According to Storey County Assessor's records, the subject Parcel 001-096-01 is under the ownership of Terry A. Ward; Parcels 001-096-02 and 001-088-03 are under the ownership of David P. Powell. None of the properties has changed ownership in the past ten years.

APPRAISAL ISSUES

PURPOSE AND INTENDED USE OF THE APPRAISAL

The purpose of this appraisal is to form an opinion of the Market Value of the fee simple interest in the subject property, as used for public parking and a community hall. The intended use of the appraisal is to assist the client in making a decision regarding the possible purchase of the subject property. The intended user is the client, Storey County.

DEFINITION OF MARKET VALUE

Market Value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. buyer and seller are typically motivated;
- 2. both parties are well informed or well advised, and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;
- 5. the price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

PROPERTY RIGHTS APPRAISED

The property rights appraised in this report are the fee simple estate in the subject, assuming no indebtedness against the property.

FIRREA Title XI, OTC Regulation 12 CFR 564.2(f)

EFFECTIVE DATE OF VALUATION

The effective date of this appraisal is August 1, 2016, the date of inspection. The report date is December 11, 2016, the date indicated on the cover letter.

SCOPE OF THE APPRAISAL

In deriving an opinion of the value, by prior agreement with the client, the appraiser has researched parking rates and income from public parking lots in Virginia City in order to derive an estimate of income that could be generated by the subject property, based on the extraordinary assumptions that it is used for paid parking that will accommodate 230 standard vehicles and 22 RV stalls, plus use of the historic building as a community hall to be rented out for community and private events. Parcel 01-096-02 is improved with a 4,415-sf historic freight depot building built in 1875. This building occupies about one third of the site. There is also an old metal storage building of about 800 square feet that is expected to be demolished and is not being considered in this appraisal, per agreement with the client.

This appraisal is limited to a valuation based on the assumption that the freight depot building will be made serviceable for public events and the balance of the property will be used for public parking. Farr West Engineering has surveyed the property and provided a proposed parking scheme that will accommodate 116 regular parking spaces and 22 RV spaces on Parcel 01-096-02 and 112 vehicles on Parcel 01-088-03. Parcel 01-096-01, which contains only 2,990 square feet, will be reserved for an access drive.

Per instructions from the client, the subject property is comprised of two components: the proposed parking lot, and the freight depot building, proposed for a community hall. Two factors impacted the valuation. First, public buildings do not typically result in the highest return to the land in a financial sense, and it is difficult to quantify the value to a community of a public facility. Secondly, there is an intrinsic value to historic properties which again cannot be readily measured. Although the appraiser has researched parking rates for privately owned parking lots in Virginia City in order to project an income stream from the proposed parking, it is understood that, like the freight depot building, there is value to the city in providing more parking spaces in order to boost tourism and possibly ease congestion on C Street. Like the value of a public facility and the intrinsic value in historic buildings, it is difficult to quantify the value of additional parking other than possible income that could be generated.

The parking area has been appraised using an Income Approach. Although the Sales Comparison Approach was considered, based on sales of vacant land purchased for parking lots, and these sales support the value indicated by the Income Approach, it is not considered to be reliable as the land sales all involved purchases by Storey County based on appraisals by this appraiser. In order to value the subject, the appraiser researched income for three income-producing parking lots in Virginia City, deducted an amount for expenses based on factors indicated by parking lot operators, and applied an overall capitalization rate to derive a value.

The valuation of the freight depot building was somewhat more problematic. Sales of improved properties in Virginia City, and sales of old and/or historic commercial buildings in Douglas, Washoe, Storey, Lyon, and Churchill Counties were researched. Despite significant differences among the buildings considered, the valuation was based primarily on this approach. Rental rates for Piper's Opera House and for public buildings in other jurisdictions were researched, and the result of that research is recapped in this report; however, the appraiser was unable to confirm reliable expense information, and research revealed that similar properties were typically leased at rates sufficient only to cover the expenses of operating the building. Because these community buildings are not operated for profit,

the Income Approach is not considered to be meaningful, and lack of expense data renders it unreliable. In considering the Sales Comparison Approach, due to a lack of sales of comparable properties as well as the fact that many of the properties considered are located in different counties where property values are different from those in Virginia City, there is significant subjectivity to this appraisal.

This is a Restricted Appraisal Report that is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the *Uniform Standards of Professional Appraisal Practice* (USPAP) for a **Restricted Appraisal Report.** As such, it does not include discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report. To the best of my knowledge, this appraisal conforms to the requirements of USPAP, 12 CFR Par 34 (FIRREA), and the State of Nevada.

DESCRIPTION OF SUBJECT

The subject is comprised of three parcels. Parcel 001-086-03 is an unimproved site containing 38,058 square feet located on the southwest corner of E and Sutton Streets, with additional frontage on D Street. Based on current zoning and original platted lot lines, it could be subdivided into approximately six residential lots. Parcel 001-096-01 is an unimproved site located on the northwest corner of E and Sutton Streets. It contains 2,930 square feet and has additional frontage on D Street. It is too small for development as a stand-alone lot under current zoning. Parcel 001-096-02 contains 62,967 square feet and is improved with a 4,416 square-foot, historic freight depot building in fair condition. The unimproved portion of the site could be subdivided into approximately seven residential lots. An old metal storage shed on the site is not being considered in this valuation, per instructions by the client.

VALUATION

Normally, an appraiser has three methods of forming an opinion of the value of a property. These are known as the Cost Approach, the Sales Comparison Approach, and the Income Approach. As noted previously, the subject property is comprised of two components: the proposed parking lot, and the freight depot building, proposed for a community hall. The parking area has been appraised based on an Income Approach. The freight depot building has been valued using a Sales Comparison Approach.

The Cost Approach is considered to be neither meaningful nor reliable in the appraisal of either component of the subject property.

VALUE OF LAND AS PUBLIC PARKING

Sales Comparison: Parking Site

Land sales in Virginia City have been analyzed, but there is insufficient data from which to derive a reliable indication of value. Only two sales of reasonably level commercial sites have occurred; a 0.50-acre site at 320 N G Street, and a 0.257-acre site at 168 S D Street, both purchased by Storey County for parking. The G Street lot is significantly inferior to the subject in location and topography, and will have to be graded and leveled. The D Street lot is slightly inferior in location, but similar in topography and has already been leveled and utilized for parking. Based on the number of spaces planned by Storey County for each site, the G Street lot sold for \$2,500 per space, and the D Street

lot sold for \$6,461.54 per space. In addition, two lots totaling approximately 14,738 square feet were purchased by Storey County on April 1, 2014 for additional parking. Plans for these lots reflected about 37 spaces, and the purchase price was \$202,500, or about \$5,473 per space. The purchase included four existing houses on the two lots, and the price was based on the value of the lots as improved; however, the lots were purchased for parking. The houses were sold at auction for a nominal amount and the buyers moved the houses to other sites. Because they had no foundations, the moving of the houses resulted in a portion of the land that needed minimal work to level and develop for parking. Some extensive site work was necessary to maximize parking using the sharply sloping back portions of the site. The largest of these sites is only about a fifth the size of the subject. Given size, location, and topographical differences, the value of the subject, on a per lot basis, would be expected to be higher than that for the G Street site but lower than for the other two sites.

Identification	Location	Number of Spaces	Site Area	Sale Price/ Space	Comments
001-162-08	320 N G St	49	21,764 sf	\$2,500	Inferior location, needed grading
001-073-29	168 S D St	13	11,203 sf	\$6,462	Similar location, graded
001-081-06, 07	62, 82 S B St	37	14,738 sf	\$5,473	Superior location, needed grading
Subject 001-088-03, 001-096-01, 02	20, 104, & 136 N E St	130 + 22 RV	104,015 sf		Needs minimal grading

Based on an analysis of the preceding sales, the value indicated for the subject is \$2,600 per space, considering the fact that 22 of the spaces would be RV spaces. This results in a value indication for the parking area of \$655,200.

Residential Lot Sales

Because the subject site can also be developed for residential use, I have also studied single family residential lot sales. The subject parcels were originally platted for 25-foot lots, approximately 112 feet deep. Current zoning required a minimum site area of 5,000 square feet. Given this, and excluding the area occupied by the freight depot building, the subject parcels could be subdivided into approximately 13 residential lots of about 5,600 square feet each. The total residential area is about 80,510 square feet. There have been 16 sales of residential lots in Virginia City in the past two years. Unit prices have ranged from \$1.72/sf t \$7.00/sf. Only one lot sold for less than \$2.00/sf, but several lots sold in \$2.00 to \$3.00/sf range. All of these lots (and the lot that sold at \$172/sf) have very steep grades or are bowl shaped, and some are on gravel roads. A similar number of lots sold for prices in the \$3.90 to \$5.00/sf range. These lots are typically located on asphalt-paved streets near other sites that have utilities available and are more gently sloped, although all are sloping lots. The highest sale price was for a level lot on an asphalt paved street with utilities; it sold for \$7.00/sf. The subject property is nearly level, is on a paved street, and has utilities available. Thus, lots formed from this property would be expected to sell at

the high end of the range. Discussions with local builders indicate that such lots would sell for approximately \$35,000 each, or about \$6.25/sf. This would indicate a market value for the subject sites (excluding the depot building and the land upon which it sits) of \$503,163. I have rounded this figure to \$505,000.

Reconciliation, Sales Comparison Approach

The Sales Comparison Approach results in a value range for the subject of \$505,000 to \$655,200. The analysis if residential lot sales does not reflect the proposed use of the property but is based on market transactions. The analysis of parking lot sales is based on sales of land for use as parking lots, like the proposed use of the subject. However, the sale prices for all of these parcels were based, at least in part, on an appraisal by this appraiser and the sales were not true market transactions as they involved purchases by Storey County. I have given some consideration to both analyses.

Income Approach

The appraiser has gathered information on three parking lots currently generating income in Virginia City. One of these lots is the 001-081-05, which is improved as a parking lot and is leased to Storey County for open parking. The other two are used for public parking and are rented to the public on an hourly or daily basis. My research indicates net income for parking in Virginia City which ranges from \$720 per space per year for the lot on B Street (parcel 001-081-05) to an estimated \$1,625 per space per year for a premium location on C Street and \$1,300 per space per year (actual revenue for 2014) for another prime lot on C Street. The C Street locations would be expected to have significantly higher income than a B Street location; however, the B Street location reflects a leased lot rather than income that could be achieved from daily public parking. No other public parking lots were found in Virginia City. Because values in Virginia City are significantly different from those in surrounding areas, parking lots in Reno and Carson City were not considered. Parking rates for the C Street lots have been increased since the time for which net revenues were reported. I was unable to verify any data as to current net revenues, but have applied some appreciation to the rates reported for 2014. Also, revenue is typically higher on special event days, with operators doubling parking rates. Thus, the average daily net revenue includes low revenue days as well as "normal" days and special events days.

Identification	Location	Number of Spaces	Income	Comments
001-081-05	50 South B St	25	\$720 net/space/year	Leased lot, paved
001-085-10	19 South C St	74	\$2,027 gross/space/year \$1,625 net/space/year \$4.45 net/space/day (avg)	Expenses estimated Daily parking, paved lot
001-084-01	8 North C St	20	\$1,300 net/space/year \$3.56 net/space/day (avg)	Daily parking, paved lot

Given the location of the subject, it would not be expected to generate revenue except during special events. There are currently 35 to 40 special event days in Virginia City, according to the Virginia City Visitors Bureau. During these events, parking is at a premium and the subject lot would be expected to be full and generate income at \$5/space. Given 230 regular parking spaces at \$5/day for 40 days, the revenue would be \$46,000. Because tourists come and go during most of the events, a good many spaces would generate double income during many special event days. I have added 30% for spaces rented twice in one day. Thus, the projected revenue for the regular spaces is \$59,800. Daily rent for RV spaces would be higher, projected at \$10/day. Thus, projected income for the 22 RV sites would be \$220/day for 40 days, or \$8,800. I have not projected in-and-out income for the RV spaces. Thus, the total projected revenue is \$68,600. Using a 20% expense ratio, the net revenue would be \$54,880, rounded.

There is little local data on current capitalization rates, and no information on capitalization rates for parking lots was found. Based on discussions with area brokers and on national surveys such as the Price-Waterhouse Coopers report for 2015 and a study of capitalization rates for major U.S. cities for the first half of 2016 by CBRE, I have used an overall capitalization rate of 7.5%. This results in a value indication of \$731,733, rounded to \$732,000 for 230 regular spaces and 22 RV spaces.

The preceding value reflects the value for a cleared and graded lot. Currently, the site is generally level but will need grading, and there is no pavement. In order to derive an as is value for the subject, costs to complete the lot must be deducted from the value as complete. Given the expected usage of the lot only during special events, I have assumed that the lot will not be paved, but will be graded with a road base added to keep the lot serviceable. Based on figures supplied by Farr West Engineering for clearing and grading site plus installing 6" Class: "B" base, the cost of completing the parking lot is estimated to be \$252,000 (rounded). I have deducted this figure from the estimated value as a finished parking lot to arrive at a value "as is" via the Income Approach, of \$480,000.

Reconciliation, Public Parking Area

Both the Income Approach and the Sales Comparison Approach have serious drawbacks. Current information on net income for the two daily parking lots in Virginia City was not available and increases due to raises in daily rates were estimated, weakening the Income Approach. Although sales data for residential land sales were considered to be more reliable than sales data for parking lot land sales, they do not represent the use assumed for the subject. I have considered both approaches, including valuations derived via a sales comparison of both residential and parking lot sales. After considering all the data, it is my opinion that the value of the public parking portion of the subject property is \$500,000. Based on projected income per space on each parcel, I have allocated the value as follows:

Parcel 001-086-03 \$213,850
Parcels 001-096-01 & 02 (assemblage) \$286,150
Total Value \$500,000

VALUATION OF FREIGHT DEPOT BUILDING (SUBJECT IMPROVEMENTS)

As noted, the subject includes a 4,416 square foot historic freight depot that the County is interested in obtaining for use as a community hall that could be used for public events and/or rented out for private functions. Like most old buildings in Virginia City, this building has no foundation, but the roof is relatively new, the structure is reportedly sound, and the building has plumbing and electricity. There have been no sales of similar buildings in Virginia City. I have therefore researched sales of historic buildings in Virginia City and historic buildings and buildings similar in function or structure in Washoe, Douglas, Lyon, and Churchill County. No sales of truly comparable buildings were found, but some sales were considered as they have some elements in common with the subject building. I have also researched several other buildings in Washoe, Carson City, and Douglas Counties that have features similar to the subject and which are being remodeled in order to re-purpose a historic building. These include old barns, railroad buildings, and community halls. No sales of properties identified as more similar to the subject were found.

The first three buildings are included because they are historic buildings in Virginia City. The last three are railroad buildings in Reno. Sales 5 and 6 are significantly superior buildings, with good interior finish, remodeled for office and/or retail use. Sale 4 has similar utility, but has 2,000 square feet of office space and is in better condition. Sale 2, Piper's Opera House, is also a superior-quality building, but has uses similar to what is proposed for the subject. Value for the subject building on a per square foot basis, would be lower than any of these sales. The greatest weight was given Sales 2 and 4. Sale 2 is the sale of Piper's Opera House, a historic wood opera house located in Virginia City which has similar utility to that planned for the subject. This building is superior in structure and design to the subject, but it is a much larger building and sold for a price considered to be below market value in relation to other similar buildings. Sale 4, a former railroad locomotive machine shop, is more similar in structure and design to the subject, but is in useable condition. It is located in Reno, where property values are typically higher, but where the historic significance of the building is not as great a motivating factor as in Virginia City.

	APN	Location	Size	Year Built	Price/SF	Comments
1	001-086-08	69 North C St, Virginia City	5,796 sf, including basement	Prior to 1900	\$34.51	Retail building w/ second floor apartment, wood, fair condition
2	001-082-14	12 North B St Virginia City	9,558 sf	1885	\$29.53	Piper's Opera house, two-story wood, partially restored
3	001-084-09	76 North C St, Virginia City	7,776 sf	Prior to 1900	\$53.37	Red Dog Saloon, 2-story brick
4	007-303-24	401 E 4 th St, Reno	10,800 sf	1918	\$57.87	Railroad Locomotive machine shop, 2,000 sf office, balance is storage; leased at \$0.55/sf
5	011-38-020	270 Lake St, Reno	5,680 sf	1915	\$123.24	American Railway Express office, brick building, restored and re- purposed
6	007-303-41	325 E 4 th St, Reno	10,548 sf	1902	\$135.14	4 th St Depot, NV-CA-OR RR 2-story brick, office

I have estimated value for the freight depot building, in its current condition; to be \$30/sf. This results in a value for the building and the footprint underneath of \$132,480, which can be rounded to \$135,000.

TOTAL VALUE

The total value for the subject property is based on value of the building and footprint at \$135,000 plus value of the surrounding land as a parking lot, of \$500,000, or a total of **\$635,000**.

The preceding value can be allocated as follows:

Parcel 001-086-03		\$213,850
Parcels 001-096-01 & 02 (assemblage), public parking area	\$286,150	
Parcels 001-096-01 & 02 (assemblage), freight depot building	\$135,000	
Sub-Total, Parcels 001-096-01 & 02 (assemblage)		\$421,150
Total Value		\$635,000

RENTAL SURVEY, FREIGHT DEPOT BUILDING

As discussed, I have researched similar community halls in Northern Nevada. The following information is provided for the client, although the Income Approach to value is not meaningful or appropriate due to the lack of total gross income or expense data, and the fact that these buildings are not run for profit. I was able to confirm rates for various similar venues. As discussed, these venues are generally run as community halls for which rental rates are set at levels that will cover expenses, and not at levels that will generate income.

Venue	Capacity	Approximate Size (SF)	Rental Rates	Comments
Piper's Opera House Virginia City	325	3,500 sf	Half Day (6 hrs): \$1,500 All Day (6-12 hrs): \$1,900	50% discount for non-profits; user is responsible for cleaning or janitorial fee is charged; booked 125-150 nights per year
CVIC Hall Minden	290	2,900 sf	\$65/Hour (\$390 for 6 hrs) Special theater package	50% discount for non-profits; user is responsible for cleaning or janitorial fee is charged; kitchen available; weekends booked over a year in advance
Carson Valley Museum Gardnerville	100	N/A:		48% discount for non-profits; user is responsible for cleaning or janitorial fee is charged; limited kitchen available
Eureka Opera House Eureka	300	N/A	Half Day: \$110 All Day: \$220	User is responsible for cleaning or janitorial fee is charged; kitchen available; booked 200 per year
Fallon Fraternal Hall Fallon	300	3,850 sf	\$110/Day	User is responsible for cleaning or janitorial fee is charged; kitchen available; Extra charge for chairs (\$2 ea) and tables (\$3 ea)

The preceding chart indicates a very wide range of rental rates, but there are many similarities. Generally, the renter is required to clean the facility after use, with janitorial fees charged if cleaning isn't done. Most of the facilities charge higher rates for non-residents and most offer steep discounts for non-profit organizations.

FINAL CONCLUSION OF VALUE, AS IS

The value of the subject has been estimated based on the assumption that the subject can accommodate 230 regular vehicles and 22 RV's and that the freight depot building will be used as a community meeting hall.

After considering all the factors and information contained in this report, it is my opinion that the Market Value of the fee simple interest in the subject, as is, as of August 1, 2016, was:

SIX HUNDRED THIRTY-FIVE THOUSAND DOLLARS \$635,000

CERTIFICATION

The Appraiser certifies and agrees that, to the best of my knowledge and belief:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analysis, opinions, and conclusions are limited only by the assumptions and limiting conditions set forth herein, and are my personal, impartial, and unbiased professional analysis, opinions, and conclusions.
- 3. I have no present or prospective future interest in the real estate that is the subject of this appraisal report. I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of Market Value in the appraisal report on the race, color, religion, gender, handicap, familial status, or national origin of either the owners, prospective owners, or occupants of the subject property or the present or prospective owners or occupants of the properties in the vicinity of the subject property.
- 4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 5. Neither my compensation nor my future employment is contingent upon the appraised value of the subject property. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, nor are a predetermined value estimate, the attainment of a specific result, or the occurrence of a subsequent event required in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 6. My analysis, opinions, and conclusions were developed, and this appraisal report has been prepared in conformance with and is subject to the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Foundation.
- 7. I have personally inspected the subject property and the exterior of all properties listed as comparables in this report, unless otherwise indicated. I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware.
- 8. No one provided significant professional assistance to the appraiser signing this report.
- 9. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Ann Delahay

Certified General Appraiser

ann Velahay

A.0002515-CG

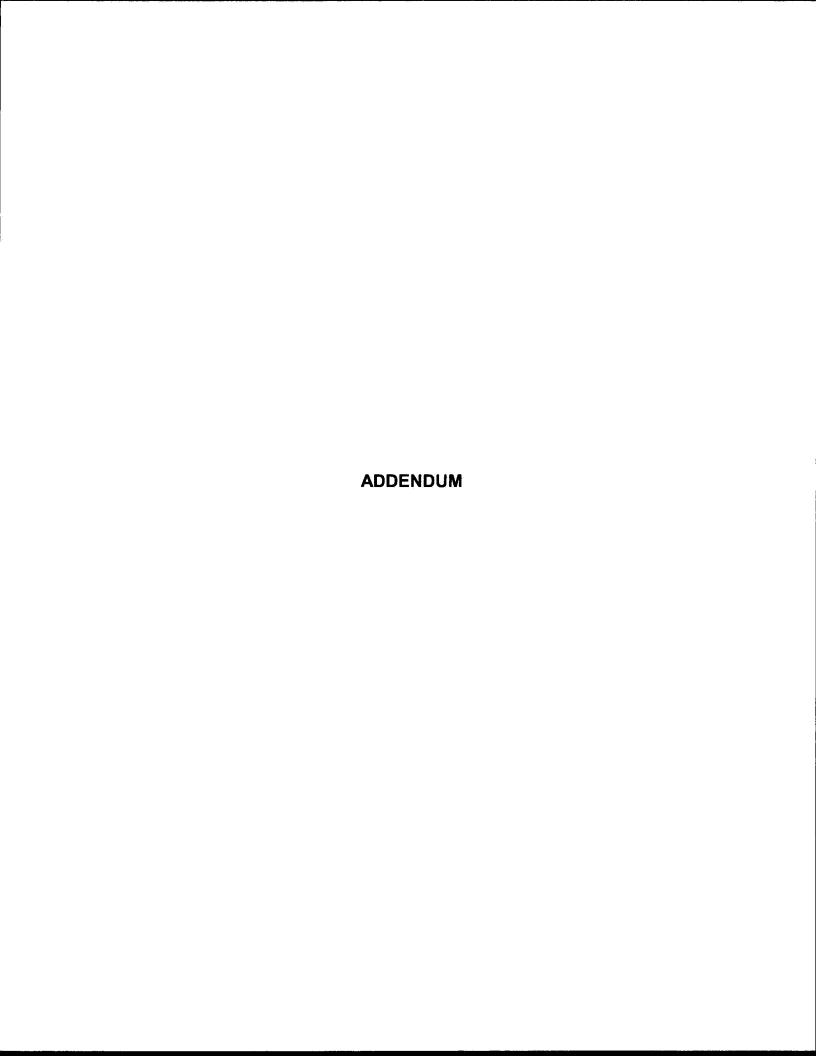
STATEMENT OF LIMITING CONDITIONS AND ASSUMPTIONS

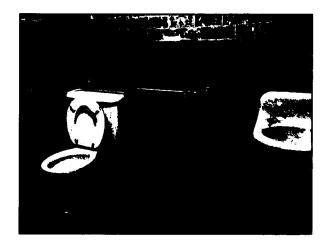
This appraisal report and the valuation reported herein are made subject to the following assumptions and limiting conditions.

- 1. I assume that the title is good and marketable and, therefore, will not render any opinions about the title.
- 2. No survey has been made for the purpose of this report. All maps and sketches in the report are made for illustrative purposes and are submitted to assist the reader in visualizing the property. Although I have attempted to be as accurate as possible, maps and sketches are not guaranteed to be exact.
- 3. Data for this report was provided by the client and by informed local and governmental sources and checked where possible by secondary sources and is believed to be reliable; however, the accuracy of this information is not guaranteed.
- 4. This appraisal is to be considered in its entirety. The allocation of value between land and improvements, if any, is based upon the highest and best use of the land as herein stated, and cannot be applied to any other use.
- 5. Neither all, nor any part of the contents of this report or copy thereof shall be used for any purpose by any but the client without the previous written consent of the appraiser and/or client. The appraiser's written consent and approval must also be obtained before the appraisal or any part of the appraisal (including conclusions about the property value, the identity of the appraiser or a firm with which the appraiser is connected) may be conveyed by anyone to the public through advertising, public relations, news, sales, or other media. I will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
- 6. It is assumed that the property will be under responsible ownership and competent management and that reasonable maintenance will prevail.
- 7. I assume that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. I assume no responsibility for such conditions or for engineering which might be required to discover such factors. The existence of hazardous material which may or may not be present on the property, was not observed by me, and I have no knowledge of the existence of such materials on the property, unless noted. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
- 8. I am not required to give testimony or appear in court as a result of having made this appraisal, unless specific arrangements to do so have been made beforehand.
- 9. The value assumes all governmental approvals and completion per plans and specifications submitted of the off-site and building improvements, if applicable. If the appraisal is made subject to completion, repairs, or alterations, it is assumed that such completion, repairs, or alterations will be performed in a workmanlike manner.
- 10. The opinions of value contained herein are **estimates**. There is no guarantee, written or implied, that the subject property will actually sell for such amounts.

	Ann Delahay, Appraiser			
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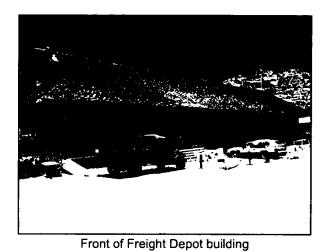
11. The subject building does not appear to be equipped to service handicapped clients; the client is urged to refer to proper authorities to bring the building into compliance.

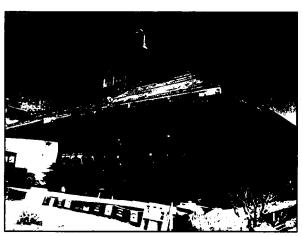










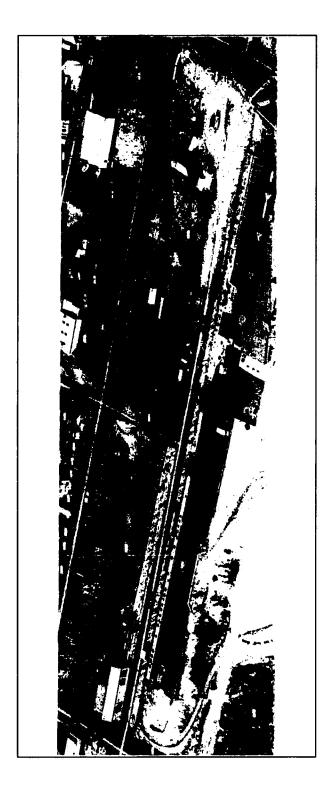


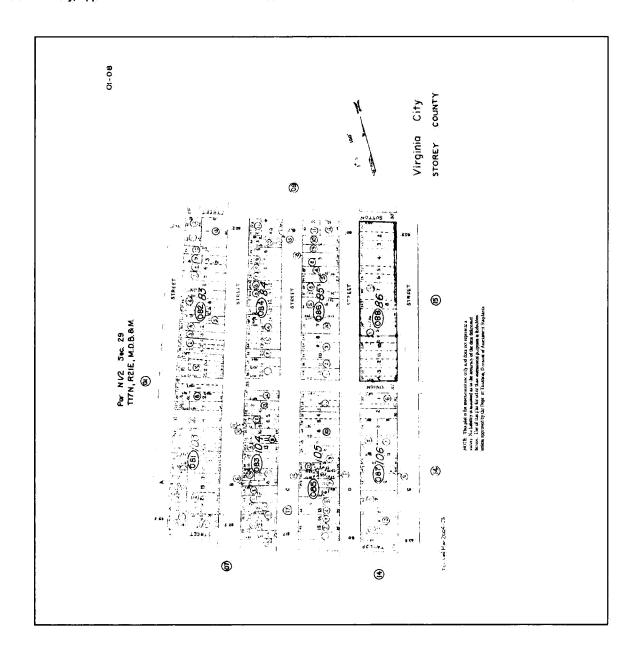


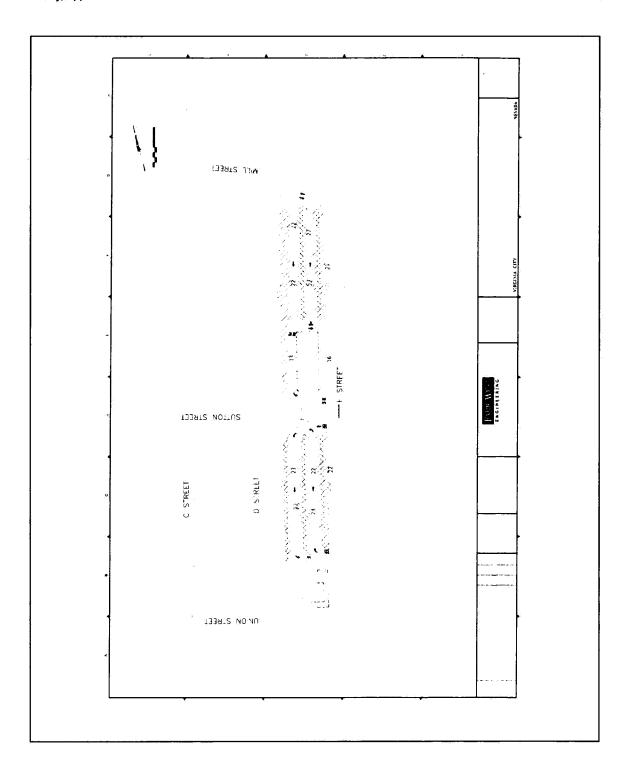
South end of Freight Depot building

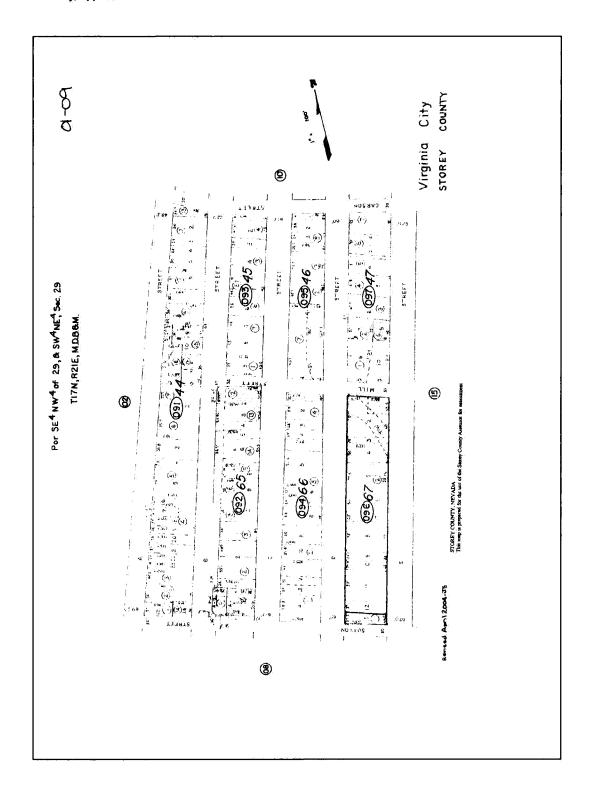
Rear of Freight Depot building











QUALIFICATIONS OF ANN DELAHAY

Real Estate Appraiser/Consultant 2898 Rio Vista Court, Minden, NV 89423 (775) 267-9675 FAX 267-9675

Nevada Certified General Appraiser License #A.0002515-CG

Background and Experience

Review Appraiser, Nevada Department of Transportation	Oct 2008 - Present
Independent Fee Appraiser	Jan 1997 - Oct 2008
Associate Appraiser, The Aspen Appraisal Group, Aspen, CO	May 1994 - Nov 1996
Senior Appraiser, Price Appraisal Services, Dallas, Texas	Nov 1987 - April 1994
Staff Appraiser, Cornwell & Associates, Dallas, Texas	Jan 1987 - Nov 1987
Manager of Property Accounting, Levin Management, Dallas, Texas	April 1984 - Jan 1987
Assistant Manager, Property Accounting, Cushman & Wakefield, Dallas, Texas	July 1980 - April 1984

Education and Technical Training

Trinity University, B.A., Magna Cum Laude

American Institute of Real Estate Appraisers:

Real Estate Appraisal Principles (2/87)

Basic Valuation Procedures (6/87)

Capitalization Theory & Techniques A & B (6/87) Standards of Professional Appraisal Practice (5/88)

1974

Case Studies in Real Estate Valuation (4/89) Appraisal Report Writing (7/90)

Appraisal Institute:

The High Tech Appraisal Office (7/97)

Standards of Professional Practice (10/97)

Appraising High Value and Historic Homes (12/98)

Appraisers as Financial Institutions (10/01)

Water Rights in Nevada (11/01) Nevada Statues (2/03)

Guide to Uniform Residential App (9/05) Highest & Best Use (40hr - 10/06

USPAP Update (11/08)

Analyzing Operating Expenses (1/09)

Forecasting Revenue (1/09)

Eminent Domain & Condemnation (1/09)

Forecasting Revenue (1/09) Eminent Domain & Condemnati Analyzing Distressed Real Estate (1/09) USPAP Update (3/10)

Evaluating Commercial Construction (10/10) Corridor Valuation (10/10)

Yellow Book Issues/Divided Partial Interests (10/10) USPAP (02/16)

The Beckman Company:

The Technical Inspection of Real Estate

Ann Delahay, Appraiser

The Chicopee Group

Professional and Technical Compliance Compliance with USPAP Parts I, II, & III (2/99)

Professional & Technical Compliance with USPAP I (5/02)

Reno/Sparks Association of Realtors

Property Flipping and Predatory Lending (10/01)

McKissock, Inc.

Appraising the Oddball: Nonconforming

& Difficult Properties (10/02)

USPAP Update Equivalent (10/04)

Appraising High-Value Residential Properties (10/04) Fair Housing - Virtual Classroom (1/05)

Appraising Historic Properties (1/07)

Disclosures & Disclaimers (1/07)

Appraising for the Secondary Market: Getting Along With Fannie & Freddie (10/04)

Appraisal Review (10/04)

Construction Details & Trends (1/07)

National Association of Independent Fee Appraisers

USPAP (2/10)



Storey County Board of County Commissioners Agenda Action Report

Meeti	ng date: 7-2-2	019	Esti	mate of time required: 10-15 min
Agend	la: Consent []	Regular agenda [X]	Public hearing	ng required []
1. Tit	le:			
	than less the a	appraised value, for the	ne sale of the C	ibly approve the fair market value, at not crystal Bar (Visitor Center) located at 86 ablished in NRS.244.281
2. Rec	commended m	otion:		
	Approve for t Virginia City value of \$385	per guidelines establi	Bar (Visitor Cished in NRS.2	Senter) located at 86 South C Street in 244.281 at not than less the appraised
3. Pre	pared by: Den	y Dotson		
Dep	partment:	VCTC		Telephone: 775-847-7500
4.	Staff summa	ry:		
	appraised by a property for p resolution des whereas the fi site. The VC the sale to allo	an appointed appraise to siring the BOCC to secunds would be used to TC would also requestow for the construction is under covenants	er (Sam Ward) neral public. (ell the property o construct a next that a lease-bon of the new f	nission recently had the Crystal Bar to determine the fair market value of this on May 9 th , 2019, the VCTC passed a for not less than the appraised value ew visitor center on the Black & Howell back option or agreement be included in acility. Finally, it must also be noted that Historic Preservation Office (SHPO) until
Proces		r lease of County rea		raisal of the Crystal Bar; resolution passed ants w/ SHIPO (All attached)
6. Fisc	cal impact:			
	Funds Availal	ble: YES Fu	nd: VCTC	Comptroller

7. Legal review required: Yes	District Attorney
8. Reviewed by: _X_ Department Head	Department Name: VCTC
County Manager	Other agency review:
9. Board action: [] Approved [] [] Denied []	Approved with Modifications Continued Agenda Item No.

ATTACHMENT B

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COVENANTS

These covenants are made and entered into between the State of Nevada, acting by and through the State Historic Preservation Office (SHPO), hereinafter referred to as "STATE" and Storey County hereinafter referred to as "APPLICANT", for the purpose of the properties known as the Storey County Courthouse and the Crystal Bar and are listed on the National Register of Historic Places, Which is owned in fee simple by the APPLICANT.

The properties are comprised essentially of grounds, collateral, appurtenances, and improvements. The properties are more particularly described as follows:

Storey County Courthouse

Said premises being particularly described on the official map of said Virginia City, Storey County, State of Nevada, as Lot three (3) through ten (10), Block one hundred and three (103), Range "A'

The Crystal Bar

Commencing at the North West corner of "C" and Taylor Streets, thence in a Northerly direction along the West line of "C" Street twenty-five (25) feet, more or less; thence at right angles, Westerly and parallel to Taylor Street sixty (60) feet, more or less, thence at right angles Southerly and parallel to "C" Street twenty-five (25) feet, more or less to Taylor Street; thence at right angles, Easterly along Taylor Street, sixty (60) feet, more or less to the point of commencement. Said premises being particularly described on the official map of said Virginia City, Storey County, State of Nevada, as Lot twenty-six (26), Block one hundred four (104), Range "B".

In consideration of the sum __\$120,000.00_ received in grant-in-aid through the STATE, from the National Park Service, Department of the Interior, the APPLICANT hereby agrees to the following for a period of time ending <u>December 31, 2023</u>

The APPLICANT agrees to assume the cost of the continued maintenance and repair 1.

1		which made the Property eligible for listing in the National Register of Historic
2		Places.
3	2.	The APPLICANT agrees that no visual or structural alterations will be made to the
4		property without prior written permission of the STATE.
5	3.	The APPLICANT agrees that the STATE, its agents and designees, shall have the
6		right to inspect the property at all reasonable times, in order to ascertain whether or
7		not the conditions of these Covenants are being observed.
8	4.	The APPLICANT agrees that when the property is not clearly visible from a public
9		right-of-way or includes interior work assisted with Historic Preservation funds, the
10		property will be open to the public not less than twelve (12) days a year on an
11		equitable spaced basis and at other times by appointment. Nothing in these covenants
12	r	will prohibit the APPLICANT from charging a reasonable, non-discriminatory
13		admission fee, comparable to fees charged at similar facilities in the area.
14	5.	The APPLICANT further agrees that when the property is not open to the public on a
15		continuing basis, and when the improvements assisted with Historic Preservation
16		funds are not visible from the public right-of-way, notification will be published for
17		three consecutive working days, no less than one week prior to the opening date in
18		one newspaper of general circulation in the community area in which the property is
19		located. The advertisement shall give the dates and times when the property will be
20		open. Documentation of such notice will be furnished annually to the STATE during
21	Í	the term of these Covenants.
22	6.	The APPLICANT agrees to comply with Title VI of the Civil Rights Act of 1964
23		(U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with
24		Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit
25		discrimination on the basis of race, religion, national origin, or disability. In
26		implementing public access, reasonable accommodation to qualified disabled
27		persons shall be made in consultation with the STATE.
28	7.	The agreement shall be enforceable in specific performance by a court of competent
29		jurisdiction.
30	8.	SEVERABILITY CLAUSE - It is understood and agreed by the parties thereto that

is any part, term, or provision of this agreement is held to be illegal by the courts, the

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1	and obligations of the parties shall be construed and enforced as if the contract did
2	not contain the particular part, term, or provision held to be invalid.
3	9. These restraints shall run with the property and are binding upon the APPLICANT
4	and any and all successors, heirs, assignees, or lessees.
5	10. The STATE shall have the right to file suit in law or equity, if the APPLICANT
6	violates any of the restraints of these Covenants. The purpose of the suit shall be to
7	cause the APPLICANT to cure said violations or to obtain the return of funds
8	granted to the APPLICANT by the STATE.
9	11. The APPLICANT shall record these Covenants in the Recorder's Office of the
10	County in which the subject property is located. The STATE'S obligations with
11	regard to the subject property shall not become effective until the APPLICANT has furnished the
12	STATE satisfactory proof of the aforementioned recordation.
13	
14	These Covenants are entered into this
15	Ha. Dia
16	100
17	APPLICANT, Storey County
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20	Department of Cultural Affairs
21	
22	frag the force
23	STATE, Ronald M. James, State Historic Preservation Officer
24	
25	
26	REVIEWED AS TO FORM ONLY:
27	Frankie Sue Del Papa, Attorney General
28	By: 1 1
29	Melanie Meehan-Crossley, Deputy Attorney General
ν	

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FILED FOR RECORDING
AT THE REQUEST OF

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ATTACHMENT B

COVENANTS

These covenants are made and entered into between the State of Nevada, acting by and through the State Historic Preservation Office (SHPO), hereinafter referred to as "STATE" and STOREY COUNTY hereinafter referred to as "APPLICANT", for the purpose of the properties known as the STOREY COUNTY COURTHOUSE AND CRYSTAL BAR and are listed on the National Register of Historic Places, Which is owned in fee simple by the APPLICANT.

The properties are comprised essentially of grounds, collateral, appurtenances, and improvements. The properties are more particularly described as follows:

Storey County Courthouse Said premises being particularly described on the official map of said Virginia City, Storey County, State of Nevada, as Lot three (3) through ten (10), Block one hundred and three (103), Range "A".

The Crystal Bar Commencing at the North West corner of "C" and Taylor Streets, thence in a Northerly direction along the West line of "C" Street twenty-five (25) feet, more or less; thence at right angles, Westerly and parallel to Taylor Street sixty (60) feet, more or less; thence at right angles Southerly and parallel to "C" Street twenty-five (25) feet, more or less to Taylor Street; thence at right angles, Easterly along Taylor Street, sixty (60) feet, more or less to the point of commencement. Said premises being particularly described on the official map of said Virginia City, Storey County, State of Nevada, as Lot twenty-six (26), Block one hundred four (104), Range "B".

5.

In consideration of the sum <u>\$73.848.00</u> received in grant-in-aid through the STATE, from the National Park Service, Department of the Interior, the APPLICANT hereby agrees to the following for a period of time ending <u>DECEMBER 31, 2023</u>.

- 1. The APPLICANT agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, cultural or archaeological integrity of the same, in order to protect and enhance those qualities which made the Property eligible for listing in the National Register of Historic Places.
- 2. The APPLICANT agrees that no visual or structural alterations will be made to the property without prior written permission of the STATE.
- 3. The APPLICANT agrees that the STATE, its agents and designees, shall have the right to inspect the property at all reasonable times, in order to ascertain whether or not the conditions of these Covenants are being observed.
- 4. The APPLICANT agrees that when the property is not clearly visible from a public right-of-way or includes interior work assisted with Historic Preservation funds, the property will be open to the public not less than twelve (12) days a year on an equitable spaced basis and at other times by appointment. Nothing in these covenants will prohibit the APPLICANT from charging a reasonable, non-discriminatory admission fee, comparable to fees charged at similar facilities in the area.
 - The APPLICANT further agrees that when the property is not open to the public on a continuing basis, and when the improvements assisted with Historic Preservation funds are not visible from the public right-of-way, notification will be published for three consecutive working days, no less than one week prior to the opening date in one newspaper of general circulation in the community area in which the property is located. The advertisement shall give the dates and times

when the property will be open. Documentation of such notice will be furnished annually to the STATE during the term of these Covenants.

- 6. The APPLICANT agrees to comply with Title VI of the Civil Rights Act of 1964 (U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the STATE.
- 7. The agreement shall be enforceable in specific performance by a court of competent jurisdiction.
- 8. SEVERABILITY CLAUSE It is understood and agreed by the parties thereto that is any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
- 9. These restraints shall run with the property and are binding upon the APPLICANT and any and all successors, heirs, assignees, or lessees.
- 10. The STATE shall have the right to file suit in law or equity, if the APPLICANT violates any of the restraints of these Covenants. The purpose of the suit shall be to cause the APPLICANT to cure said violations or to obtain the return of funds granted to the APPLICANT by the STATE.

1	11. The APPLICANT shall record these Covenants in the Recorder's Office of the
2	County in which the subject property is located. The STATE'S obligations with
3	regard to the subject property shall not become effective until the APPLICANT
4	has furnished the STATE satisfactory proof of the aforementioned recordation
5	
6	These Covenants are entered into thisday of
7	APPLICANT, STOREY COUNTY
8	Mail Levally MAKING MAKING
9	Signature Name and Title (print)
10	
11	STATE-DEPARTMENT OF CULTURAL AFFAIRS, HISTORIC PRESERVATION
12	OFFICE/
13	Kand Aldyn ()
14	Ronald M. James, State Historic Preservation Officer
15	
16	
1.7	REVIEWED AS TO FØRM ONLY:
18	Brian Sandoval, Attorney General
19	By Jan ,
20	Deputy Attorney General
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26	

1	Witnessed by Notary Public
2	State of Nevada
, 3 -	County of STOREY
4	On December 2, 2003, personally appeared before me, a Notary Rublic in
5	and for said County and State, MARILOU F. WALLING
6	Known to me to be the person described in and who executed the foregoing
7	instrument, who acknowledged to me that executed the same freely and
8	voluntarily and for the uses and purposes therein mentioned
9	Marie & Gelona
10	MARIE I. GIBBONS NOTARY PUBLIC STATE OF NEVADA MARIE I. GIBBONS NOTARY PUBLIC STATE OF NEVADA
11	Appt. Recorded in Storey County My Appt. Expires March 1, 2007
12	No. \$8-35859-16
13 14	ACKNOWLEDGEMENT
15	State of Nevada
16	County of CARSON CITY
17	On
18	for said County and State, Ronald M. James, known to me to be the person
19	described in and who executed the foregoing instrument, who acknowledged to me that he
20	executed the same and freely and voluntarily and for the uses and purposed therein mentioned.
21	
22	MARGARET MARIE OSBORNE & Margaret Oscarne NOTARY PUBLIC: NEVADA
23	Notary Public - Necorded in CARSON CITY Appl. Recorded in CARSON CITY No 94 098-3 My Appl. Exp. Jan. 14, 2006 No 14 098-3 My Appl. Exp. Jan. 14, 2006

PROCESS FOR SALE OR LEASE OF COUNTY REAL PROPERTY

1. Appraisal Process and Qualification of Appraiser.

Per NRS 244.2795

- (a) Obtain 2 independent appraisals of real property before leasing or selling the property; or, alternatively
- (b) BOCC holds public hearing on FMV of the property then only need one appraisal.
- (c) Appraisal(s) must be done within 6 months of the sale of the property
- (d) Select the appraiser(s) from list established pursuant to NRS 244.2795(2)
- (e) Qualifications of Appraisers must be verified. If BOCC verifies the qualifications the verification is conclusive.
- (f) Appraiser must provide a disclosure statement which includes:
 - a. All sources of income that may constitute a conflict of interest
 - b. Any relationship with the real property owner or the owner of adjoining real property.
- (g) Appraiser cannot appraise real property
 - a. If (s)he has an interest in the real property or in an adjoining parcel of real property.
 - b. In a county with a population less than 45,000 persons if any person who is related to the appraiser within the second degree of consanguinity has an interest in the real property or in an adjoining parcel of real property.

2. Sale Process NRS 244.281

- a. BOCC determine by resolution that sale or lease of real property will be in best interests of the County it may:
 - Sell the property in accordance with NRS 244.282 (Sell by Public Auction see Paragraph 3 below).

- Lease the property pursuant to NRS 244.283 (Lease by public bid process)
- b. Before sale or lease of the property as authorized by NRS 244.282. and 244.283, the BOCC must:
 - i. Post the resolution and publish notice of sale.
- c. If Board finds property to be sold or leased is worth more than \$1,000 it must have property appraised (either 2 appraisals or 1 appraisal and public hearing on FMV).
 Cannot sell or lease for less than highest appraised value
 - Board can lease or sell for cash or for not less than 25% down and upon deferred payments for a period not more than 10 years secured by mortgage or deed of trust and other terms deemed appropriate.
- d. BOCC can sell or lease without complying with 244.282 or 244.283 to a person who owns property adjacent to the property proposed for sale if certain requirements met.
- e. If real property is offered for sale or lease pursuant to (c) above and is not sold at initial offering of the K for sale it can make a second offering of the K. If still not sold, can list with real estate broker for sale at not less than appraised value.

3. Auction Sale Process

- a. BOCC adopt resolution to sell at auction
 - 1. Resolution must describe real property
 - 2. Specify minimum price and terms of sale
 - Fix a time not less that3 weeks thereafter for a public meeting of the BOCC at which sealed bids will be received and considered

- b. Notice of the adoption of the resolution and of the time and place of the meeting must be given by posting the resolution and publishing notice of the terms of sale and time and date of meeting
- c. At time and place of public meeting sealed bids to be opened. Highest bid of qualified bidder conforming to terms of sale must be accepted unless higher oral bid received or all bids are rejected
- d. Before accepting a written bid BOCC must call for oral bids. If oral bid made by responsible person which conforms to terms of sale and exceeds written bid by 5% oral bid must be accepted.
- e. Final acceptance may be made at the meeting or at an adjourned session held within 10 days
- f. BOCC may at same session or an adjourned session if deemed in the public's best interest reject all bids and withdraw property from sale
- g. Any resolution of acceptance of any bid must authorize Chair to execute a deed and deliver it upon performance of conditions of sale
- h. Money received must be deposited with Treasurer for credit to the general fund.

4. Other Procedures

- (a) Sell, lease or otherwise dispose of real property for economic development or redevelopment. NRS 244.2815
- (b) Transfer or sale of real property which was p art of original mining townsite and acquired by county from federal government NRS 244.2825.
- (c) Lease of building space or other real property less than 25,000 square feet. NRS 244.2833.
- (d) Lease of real property to certain non-profit organizations. NRS 244.2835.

- (e) Lease or conveyance of real property to corporation for public benefit. NRS 244.284.
- (f) Lease or lease purchase agreement for construction or remodeling of building or facility. NRS 244.286.
- (g) Conveyance of property to nonprofit organization for development of affordable housing. NRS 244.287.

APPRAISAL REPORT

OF THE VIRGINIA CITY TOURISM VISITORS CENTER COMMERCIAL PROPERTY LOCATED AT 86 SOUTH C STREET VIRGINIA CITY, NEVADA

AS OF April 9, 2019

PREPARED FOR
Mr. Deny Dotson, Tourism Director
Virginia City Tourism Commission (VCTC)
86 South C Street
Virginia City, NV 89440

BY
SAMUEL K. WARD
REAL ESTATE APPRAISERS/CONSULTANTS
106 EAST ADAMS STREET, SUITE 212
CARSON CITY, NEVADA 89706
19009

SAMUEL K. WARD • REAL ESTATE APPRAISERS/CONSULTANTS

106 E. ADAMS ST., SUITE 212 ● CARSON CITY, NEVADA 89706 (775) 885-8822

April 10, 2019

Mr. Deny Dotson, Tourism Director Virginia City Tourism Commission (VCTC) 86 South C Street Virginia City, NV 89440

Re: Appraisal Report of the Virginia City Tourism Commission (VCTC) commercial property located at 86 South C Street Virginia City, Nevada

Dear Mr. Dotson:

As you requested, I have completed an investigation and analysis of the above referenced property in order to estimate its current Market Value to be used as a basis to possibly market the property.

The following report provides a description of the property and presents a review of all pertinent data analyzed in forming the final estimates of value. A fee simple ownership is presumed.

Based on my investigation and analysis, it is my opinion that the Market Value of the property as of April 9, 2019, the last date of inspection and effective date of the appraisal, was as follows:

THREE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$385,000)

Sincerely,

Samuel K. Ward,

Am Want?

Nevada Certified General Appraiser A.0000123-CG

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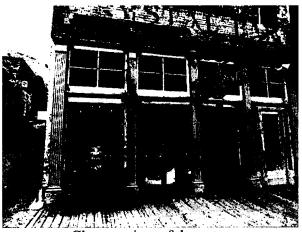
Addenda

Comparable Sales Photos Appraiser's Qualifications

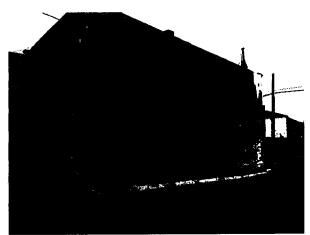
SUBJECT PHOTOS



Front view of the property looking across C Street with Taylor Street on the left of the subject property



Closeup view of the entry



West side view of the property from Taylor Street



Rear view of the property noting the vacant lot behind the building



C Street looking north, subject property on left

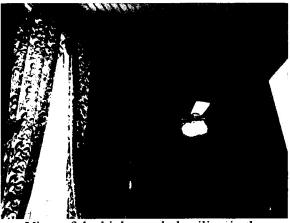


C Street looking south, subject property on right

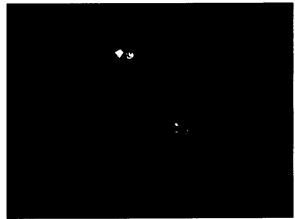
INTERIOR PHOTOS OF THE SUBJECT



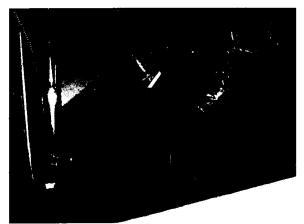
Second floor executive office that faces C Street



View of the high paneled ceiling in the executive office



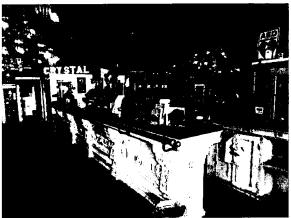
Receptionist office located north of the executive office



Furnace room located in stairwell area



Main floor of the Old Crystal Bar looking west toward the entry

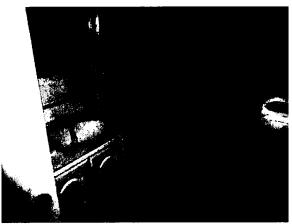


View of the bar area from near the entry

INTERIOR PHOTOS OF THE SUBJECT



View of the south side of the main floor looking north from near the entry



View of one of the two restrooms on the main floor

PROPERTY IDENTIFICATION

Address - The property is located 86 South C Street or at the northwest corner of C Street and Taylor Street in the commercial district in Virginian City, Nevada.

Owner of Record - Virginia City Tourism Commission

Legal Description -The property is legally described as Lot 26, Range B, Block 104 of the Town if Virginia City, Storey County, Nevada. It is also listed as Storey County Assessor's Parcel Number 001-083-15.

Ownership History - According to county records, the property was purchased by the Storey County Tourism Commission from the Marks family on August 2, 2000 for a consideration of \$275,000. To the knowledge of the appraiser the property has never been offered for sale since it was last purchased.

INTENDED USER AND USE OF THE APPRAISAL

The intended user is Mr. Deny Dotson and the Storey County Virginia City Tourism Commission for use in determining the fair market value of the property for marketing purposes.

DEFINITION OF MARKET VALUE

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a) buyer and seller are typically motivated;
- b) both parties are well informed or well advised, and each acting in what he considers his own best interest;
- c) a reasonable time is allowed for exposure in the open market;
- d) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

PROPERTY RIGHTS APPRAISED

The property rights in this appraised are the fee simple ownership assuming no indebtedness against the property.

¹(Ref.: Federal Home Loan Bank Board)

EFFECTIVE DATE OF VALUATION

The estimate of value applies as of April 9, 2019, the last date of inspection. The report date is April 10, 2019.

APPRAISAL DEVELOPMENT AND REPORTING PROCESS

In preparing this appraisal, I

- inspected the property and improvements;
- gathered and analyzed local area economic and demographic data, searched county data and MLS data for sales and listings of comparable properties in the area; and
- applied the Sales Comparison Approach in estimating the final value of the property.

CONTINGENT AND LIMITING CONDITIONS

This appraisal report and the valuation reported herein are made subject to the following assumptions and limiting conditions.

- 1. I have conducted an analysis in the form of an appraisal report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice reporting options. As such, much of the discussion of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value are not reported herein. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and is for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
- 2. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto. Title to the property is assumed to be marketable.
- 3. Estimates, data, and opinions furnished by informed persons are believed to be correct and reliable but are not guaranteed.
- 4. This appraisal is to be considered in its entirety. The distribution of land and improvements applies only under current land utilization and is invalid under any other use.
- 5. The appraiser is not required to give testimony or appear in court because of having made this appraisal unless arrangements have been previously made.
- 6. It is assumed the property will be under competent management and that reasonable maintenance will prevail.
- 7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. The appraiser assumes

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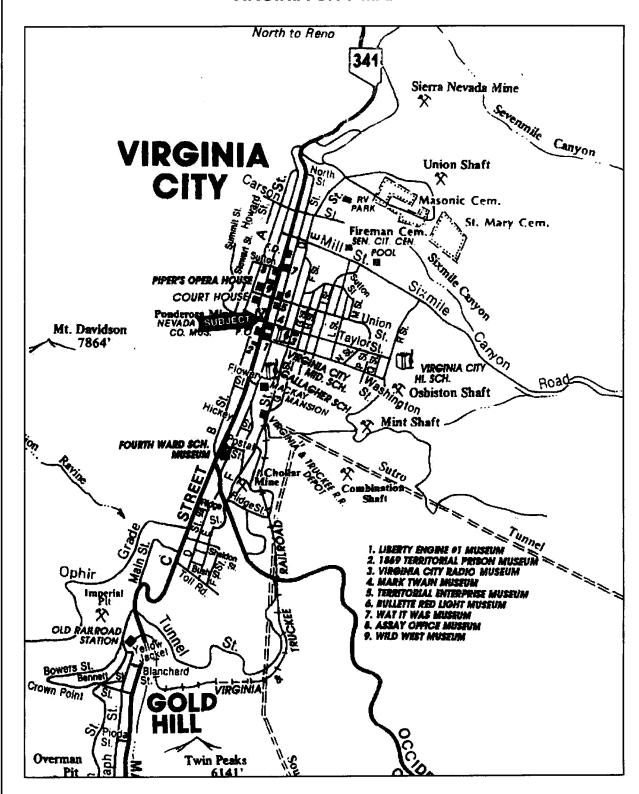
no responsibility for such conditions or for engineering which might be required to discover such factors.

- 8. No survey of the property was made. All maps and sketches in the report are made for illustrative purposes and are submitted to assist the reader in visualizing the property.
- 9. Neither all, nor any part of the contents of this report or copy thereof, shall be used for any purpose by anyone but the client without the previous written consent of the appraiser and/or client; nor through advertising, public relations, news, sales, or other media without the written consent and approval of the author, regarding valuation conclusions, reveal the identity of the appraiser, or a firm with which he is connected, or make any reference to any professional society or institute with which he is affiliated.

REGIONAL MAP



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VIRGINIA CITY AREA & NEIGHBORHOOD DESCRIPTION

Virginia City, the county seat of Storey County, is a historic mining town listed as a national historic landmark. In its heyday as a mining town in the 1860s, Virginia City was home to over 30,000 people. According to the 2010 estimates by the Nevada State Demographer's Office, Virginia City had a population of 998 and listed the number of people in Storey County at 4,234. The majority of the population is located in Virginia City, Gold Hill and Silver City with smaller populations in the Virginia Highland development north of Virginia City as well as in the extreme northern portions of the Mark Twain area of Dayton Valley and the community of Stagecoach. There also is a large industrial park, The Tahoe-Reno Industrial Center (TRIC) located at the north end of the county south of the Truckee River where most of the employment is located.

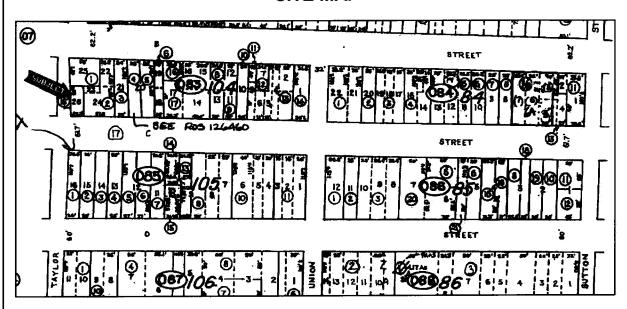
Nevada State Route (SR) 341, also, C Street, connects Virginia City to Reno and Carson City and is the primary thoroughfare through town. C Street is developed with over sixty gift shops and numerous restaurants and historic saloons and/or enterprises from the past. Other tourist attractions include some historic mansions, the Chollar mine office, the Fourth Ward School House, three historic churches, Piper's Opera House and the V & T Railroad, which makes several runs per day from April through October over a short distance to Gold Hill. The V&T Railroad also runs from Moundhouse which is five miles east of Carson City, to Virginia City with service from Memorial Day through October every Friday, Saturday and Sunday and a three-hour layover in Virginia City. In addition, several small museums are housed in the old stores or saloons on C Street, including several gift shops and jewelry shops. There are two convenience markets, a public library, one gas station and a post office in the community, plus a landing pad for care-flight service to Renown Regional Hospital in Reno.

The economy of Virginia City is centered on tourism, which accounts for about 90% of the economic base of the town; it is estimated that over two million visitors come to Virginia City every year. Although most tourists are day-trippers who arrive by car or bus, construction of the Silverland Inn (formerly Ramada Hotel) completed in August of 2006, does offer overnight lodging. The hotel has 68 rooms available and it's location near the former Virginia & Truckee railroad route, provides modern amenities while maintaining the Victorian style that is prevalent in Virginia City.

It is noted that since there are no major shopping stores or grocery stores in the area, and because of its altitude (6,200') and winding roads to the community, plus the fact that there is a limited amount of water available for future development, there is very little new construction in Virginia City.

The commercial area alone C Street is a stable area with little turnover and appears to be thriving with tourists. It is noted that many of these historic properties along C Street have been partially or fully restored over the years; albeit, there are still many stores that have not been restored. Today most of the shops cater to tourists that flock to the area primarily during the summer months from May through October with tourist activity much slower in the winter months. Normal business hours are from 9am to 5pm; albeit, a few bars and restaurants stay open to 9pm or 10pm.

SITE MAP



SITE DATA

Location

The subject site is located at the northwest corner of C Street, and Taylor Street in the central business district of Virginia City.

Dimensions, Area and Shape

The parcel is a rectangular corner lot with 24.9' of frontage on both C and 55' on Taylor streets and has a the total area estimated by the county at 1,425 square feet. Most sites run from one street to the back street but this one doesn't (see Site Map above). Those lots on the west side of C Street that go up to B Street usually have a B Street entry into the second floor which is usually an apartment. It is noted that since the subject site is a corner site it does have good exposure and it is also noted the subject building is 64' deep and the lot only 55', so the building encroaches into the adjoining vacant lot to the west. It is presumed that since the building is over 100 years old its encroachment is not a detriment to either the subject property or the adjoining vacant lot to the rear.

Topography & Drainage

The grade in the vicinity of the subject site has a moderately steep up-slope from C Street to B Street or to the west and a slight down slope from south to north. The site has been excavated for the existing building on the site.

Soils and Subsoils

No soil report was made available to this appraiser. The soils in the area appear to be mountainous course sand and rock, typical of a mountainous terrain. It noted there are many miles of mining tunnels under the city that were dug in the late 1800s during the search for gold and silver ore but there is no evidence of settling under the subject building.

Availability and Description of Utilities

Water and sewer are provided by the Virginia City Water Company and the Story County Sanitation District respectively. Power in the area is provided by NV Energy and telephone service by AT&T; there is no natural gas in the area. Most buildings are heated with LP propane gas from on-site tanks.

Street Improvements and Access

C Street is also Nevada State Route 342 and as such is maintained by the Nevada Department of Transportation (NDOT). It is a two-lane asphalt paved street with a 30' wide road bed and has curbs and gutters and 10 foot wide boardwalks on both sides of the street plus curbside parallel parking on both sides of the street. Taylor Street is maintained by Storey County and is paved but no parking is allowed on the street. The average daily traffic count on C Street was approximately 2,500 vehicles in 2018, the latest year for which there is data. The speed limit is 20 mph in Virginia City.

Zoning

The property is zoned CR or Commercial Residential by the Story County Building and Planning Department. CR zoning allows retailing, bars, restaurants, casinos, hotels and other similar uses including existing single-family residences, duplexes, apartments and boarding houses. Height limits are three stories not exceeding 45' and the width of any building may not be more than 25'; albeit, the older existing properties are exempt from parking, height and width requirements. Parking requirements for this zoning are one space per hotel room and/or one space per every 300 SF of retailing area. Parking for residential use is 1.5 spaces for studios and two spaces for one or more bed-room units. The subject improvements do not meet the current parking code as they were in place prior to the establishment of zoning codes; thus, they are grand-fathered in as a legal non-conforming use. As mentioned previously, very few of the establishments along C Street have off-street parking but there is parallel parking along C and a large fairly new parking log on the west side of B Street south of the Storey County Court House.

Assessments and Taxes

The subject property is identified by the Story County Assessor's office as parcel number 01-083-15. In Nevada the assessed value is 35% of the assessor's fair market value estimate. In actual practice, land values are based on the assessor's estimate of fair market value and improvement values are based on replacement cost new less 1.5% per year for depreciation down to a minimum of 25% of the estimated current replacement cost. The 2018/19 tax rate in the area is \$3.4607 per \$100 of assessed valuation. It is noted that since the Virginia City Tourism Commission is a public entity, there are no real estate taxes paid on the property. The following represent the assessments on the subject property:

Land Assessment	\$7,679
Improvement Assessment	\$25,428
Total	\$33,107
2018/19 Taxes	\$0

Based on the assessment ratio of 35% of fair market value, the assessor has valued the land at \$21,940 or at \$15.40 per square foot and has valued the entire property at \$94,491. Since the current replacement costs are depreciated down to 25% of replacement cost, the assessor's value does not represent market value. It is also noted, there have been few land sales in the area; consequently, the assessor has said they primarily base their land value estimate on an allocation or residual technique method; the assessor's land value can be used for the land allocation purposes.

Easements and Encroachments

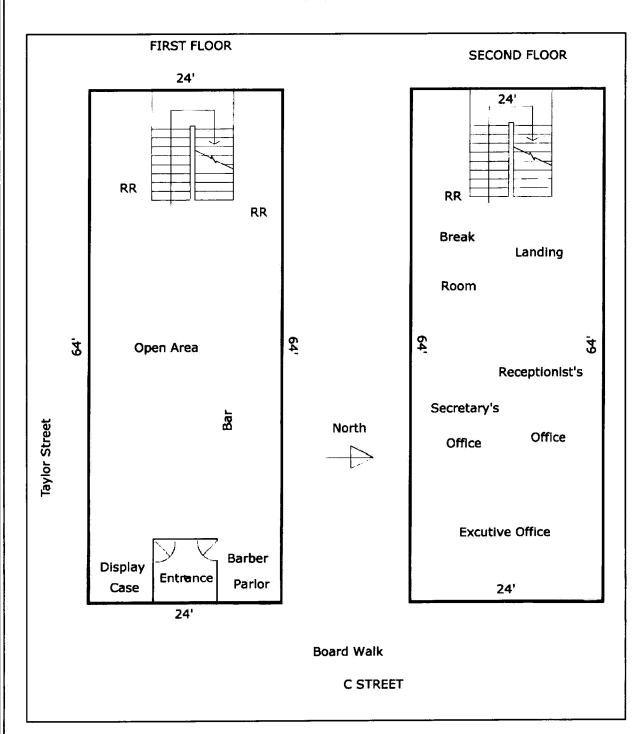
No title report was reviewed by the appraiser. It does not appear there are any physical easements or encroachments adversely affecting the subject property.

Surrounding Land Use

The subject is bordered on the south by Taylor Street, to the west by a vacant lot, and to the north and across the street by older historic buildings similar to the subject. There are no detrimental conditions noted in the neighborhood that would adversely affect the subject property.

GENERAL FLOOR PLAN

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IMPROVEMENT DESCRIPTION

The subject is an average quality commercial building with solid brick exterior walls and measures 24' x 64' on both floors, or 1,536 SF per floor for a or 3,072 SF, plus there is a 24'± x 25'± storage basement with access through a trap door from the first floor. The year "1875" is embossed on base of the four steel columns along the front of the building, so it is presumed the building was built in 1875.

There is 10' wide by 8' deep recessed entry into the building with a raised 7' x 8' deep display area to the left of the entry and a 7' x 8' barber's parlor with chair on the right side of the entry; the barber's parlor also has an entry door from the street. The store entry has single-pane plate glass windows facing the street and on the sides of the entry with windows also above the entry that face the street. There are two wood doorways with glass inserts into the building and also doors from inside the building into the display room and barber's small parlor. The building was operated by the owner's of the Crystal Bar until it was purchased in 2000 by by the Virginia City Tourist Commission who use it to display tourist information and also offer information to tourists. The bar is approximately 20'+ long bar with a finished oak bar surface and a brass hand rail along the bar and also a brass foot rail. There is a back bar area behind the main bar with a full length mirror over the back bar and there are built-in storage cabinets below the bar and back bar. The bar has an oak floor and the building has painted plaster or sheetrocked walls with paneling to five feet and a ceiling height of 14' with stamped tin plate ceiling tiles. There is a large chandelier in the middle of the room and some other track lighting in the room. There are two half bathrooms located at the back of the room on either side of the stairway to the second floor. The bathrooms have a water closet and a small vanity and incandescent lighting. On the right of the first flight of the U-shaped stairs to the second floor is a closet with two propane-fired forced-air furnaces; one for each floor. The furnace for the first floor has an air-conditioning unit, whereas the second floor furnace does not have an air-conditioning unit.

At the top of the stairs to the second floor is a landing area with a small break room on the west side and a half bathroom inside of the break room plus there are is a storage closet on the north side of the landing. There is a doorway from the landing into a receptionist's office and a doorway from the reception's office into a large executive office located along the entire front side of the second floor, plus a doorway from a smaller office west of the receptionists office into the executive office; the smaller office also has a door into the executive office. The executive office has four tall single-pane windows facing C Street and there are two ceiling fans with lights in the executive office. The ceiling height is 11'6" on the second floor except in the receptionists office where it is 8'. The high ceilings have the original wood decking. Walls on the second floor are pained sheetrock as is the ceiling in the receptionist's office and the floor covering on the second floor is carpet in all but the landing area and break room which have the original wood plank floor surface. The offices are in average-good condition with no signs of deferred maintenance.

The building has a rock and stone foundation and heavy wood floor and second floor joints and ceiling rafter. There is a parapet wall extension on the roof line and it is presumed the roof is a low-sloping with scuppers and down spouts through the parapet wall. The parapet wall appears to extend one to two feet above the roof line. The exterior of the building is solid 12" thick brick but has been stuccoed or plaster over along the back half of the south side of the building facing Taylor Street. The front of the building has a brick facade extending out from the building.

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	ion details of the building are as follows:
Year Built	1,536 SF on the first and second floors, plus a 24' x 25' ± storage basement
Size	accessed from a trap door in the floor of the bar area - the stairway to the
	basement is wood planks.
Use	Open retail or bar area on the first floor is occupied by the Virginia City Tourism
Use	Commission with their offices on the second floor. The bar is not open but is
	stocked with a few special Virginia City comeritive liquors that are sold by the
	bottle to the public. There are some display racks on the south wall with visitor
	brochures available to the public.
Quality	Average
Condition	Average-Good
Effective Age	50+ years
Rem. Econ. Life	30+ with proper maintenance.
Foundation	Quarry stone w/wood pier & beam floor system
Stories	Two, plus a small basement
Frame	12" thick brick exterior walls
Interior Walls	Painted plaster or sheetrock
Insulation	Unknown
Roof type/cover	Gable (low-angle slope to the rear) covered w/rolled asphalt (roof was not
0.11	inspected)
Ceiling	Tin tiles on the ceiling on the first floor, wood board on the second floor. The
Elasaina	ceiling is 14' on the first floor and 11.5' on the second floor. Oak hardwood on the first floor and mostly carpet on the second floor with wood
Flooring	planking on the landing and in the break room.
Plumbing	Two half-baths on the main floor and one on the second floor.
Sprinklers	None
Heating/Cooling	Two forced-air propane-fire gas furnaces located in a closet off the first flight of
Trouting/Cooming	stairs to the second floor. One furnace has an air-conditioning unit which cools
	the first floor
Electrical	Unknown but presumed to be100- amp with limited outlets
Lighting	One large crystal chandelier in the center of the first floor plus some incandescent
,,	and track lighting fixtures
Windows	Storefront windows on the main floor and four large single-pane window facing C
	street on the second floor plus three large single-pane windows facing Taylor
	Street on the second floor.
Doors	Main level has two large glass and wood entry doors and painted wood paneled
	doors into the restrooms on the first floor and hollow core or panel wood doors in
Doubling	the second floor offices. No on-site parking - parallel parking alone C Street
Parking Landscaping	No on-site parking - parallel parking alone C Siteet None
Lanuscaping	TAOHC.

Concluding Remarks

The building has an open floor plan on the main level and has always been known as the Crystal Bar with its large chandelier in the middle and has one of the finest bars in the area plus the mirror over the back bar has a diamond dust backing to enhance its reflective qualities. The second floor has three offices plus a large landing area a the top of the stairs with an employee's break room that has a small restroom in one corner. The overall effective age of the building, based on observed condition is estimated at 50 years and the remaining economic life at 25+ years with proper routine property maintenance. The subject property is compatible with the other buildings in the neighborhood and there are no external conditions noted that would adversely affect the use of the property or its design as a commercial building.

HIGHEST AND BEST USE

Highest and best use is defined as that reasonable and probable use that supports the highest present value as defined as of the effective date of the appraisal. There are four criteria which must be met in the analysis of highest and best use for both land that is vacant and property that is improved. The highest and best use must be (1) physically possible, (2) legally permissible, (3) financially feasible, and (4) maximally productive. Generally, these criteria are analyzed in the preceding sequence because if a property fails any one of the criteria, the subsequent criteria are irrelevant to the analysis.

The existing improvements are a legal use of the site and are consistent with the highest and best use of the site as if vacant. The existing improvements fully occupy the site, bring a fair return to the land and there is no alternate highest and best use of the property that would justify the conversion or removal of any of the improvements; therefore, the existing use as a tourism type facility with a historic bar is considered the highest and best use of the property.

VALUATION

Normally, an appraiser has three methods of estimating the value of a property. These are known as the Cost Approach, the Sales Comparison Approach and the Income Approach. The Cost Approach was considered but not used due to the age of the improvements and difficulty in accurately estimating replacement costs, as well as all forms of depreciation and the Income Approach is not relevant either as this type of property is typically an owner/operator property, not a rental property. Therefore, only the Sales Comparison Approach was used.

SALES COMPARISON APPROACH

The Sales Comparison Approach is a technique in which the market value estimate is predicated upon prices paid in actual market transactions or current listings, the former fixing the lower limit of value in a static or advancing market (price-wise) and fixing the higher limit of value in a declining market; and the latter fixing the higher limit of value in any market.

It is a process of correlation and analysis of similar recently sold properties. The reliability of this technique is dependent upon (a) the degree of comparability of each property with the subject under appraisal, (b) the time of the sale, (c) the verification of the sales data, and (d) the absence of unusual conditions affecting the sale.

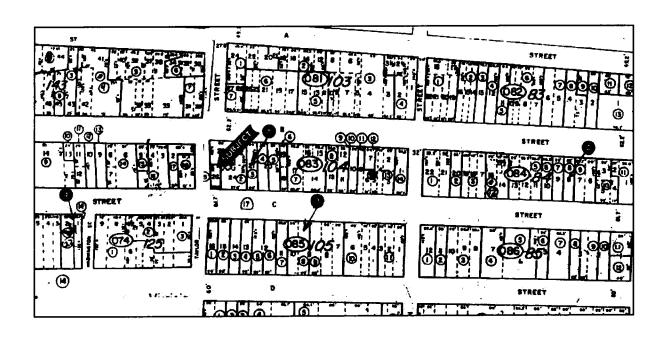
A search was conducted for sales of similar commercial buildings and four sales with somewhat similar characteristics to the subject were found and were used to estimate the value of the subject property. The comparable sales have been analyzed and compared to the subject on a price per square foot of building area basis which is the typical unit of comparison for market participants.

On the following page is a Sales Chart listing the salient facts regarding each comparable, followed by a brief discussion and analysis of the factors affecting value, and an adjustment grid showing the relative adjustments to the sales in comparison to the subject property.

-	IMPROVED SALES CHART					
Sale No.	Assessor's Parcel # Address Use	Sale Price Sale Date	Land Area Zoning	Building SF Land Coverage	Sal Price/ Sq.Ft.	Year Built Stories/Constr. Qlty./Cond.
1	01-083-03 74 So. C St. (Blue Buffalo - NV Jewelry	\$575,000 11/30/2017	3,500 CR	2,700 39%	\$212.96	1876 2-sty. brk., 1"fir. retail, aptmt. 2b,2ba 2 nd fl.
	Manuf.)					Avg/Gd.
2	01-084-08 66 No. C St.	\$285,000	2,500 sf	3,168	\$89.96	1875 2-sty., brk, 1ffr. mkt.
- - -	(LaFayette Market)	01/09/2018	CR	100%		aptmt. 2 nd fl. Avg./Fair
3	01-085-13,14.& 15 58 So. C St.	\$300,000	8,276	4,218	\$71.12	1860 2-sty. brk., 1". flr. retail,
	(Territorial Enterprise)	07/20/2018	CR	51%		2 nd fl. aptmt. Avg./Fair
4	01-073-22 145 So., C St.	\$300,000	6,534	2000	\$150.00	1993 1 sty, wd. frm., 3 retail units
•	(Three retail units)	02/28/2018	CR	31%		+ dylite stor. bsmt., Avg./Avg.
Subj.	01-083-14 86 So. C St.	N/A	1,425	3,072		1875 2-sty. brk. bar 1". fl.,
	Virginia City Tourism Comm.		CR	100%		off. 2nd fl.

= S_{KW}=

LOCATION MAP



Avg. /Avg.-gd.

Discussion & Analysis of Factors Affecting Value

Sale 1 is one of the better historic buildings in Virginia City and is located just two doors north of the subject. It is of brick construction like the subject and of the same vintage. It was remodeled and brought up to code prior to being sold by the seller, so it was in very good condition on both floors when sold. It has an open retail floor plan on the first floor and is currently operated as a jewelry shop by the owner. It has a nice two bedroom, two bath apartment on the second floor with access either from the first floor or from B Street, so the apartment can be rented separately as it has B Street access. It also has some off-street parking in back. It did sell with liberal financing with approximately 10% down and one year deferred payments and no interest and then the balance financed over 15 years including interest on the unpaid balance at 8%.

Sale 2 is located about two blocks north of the subject and is of the same vintage as the subject but was in only fair condition when sold. It has open retail on the first floor and has an apartment on the second floor with access from both inside the store and from B Street.

Sale 3 is also one of the older two-story brick buildings in Virginia City and is located one block north of the subject on the other side of the street. It is was once the home of the Territorial Enterprise where Mark Twain began his career and is now operated as a museum with an open retail floor plan on the first floor and an apartment on the second floor; neither floor is in very good condition and it appears to be currently vacant. It does have frontage on D Street and some off-street parking on D Street. It also will require sprinklers as the fire code requires sprinklers for building over 5,000 SF or that are three story.

Sale 4 is a newer one-story wood-frame building with a metal roof and a facade on the front. It is of average quality construction and is located on the east side of C Street with the lot fronting on D Street, so there is some parking below the building. The improvements were reportedly average condition for their age when sold. It sold for cash through a local Realtor after being on the market for one and one and one-half years.

Factors Affecting Value

Financing

Except for Sale 1, all the other sales are considered open market transactions with typical financing which includes owner financing in Virginia City as banks won't loan in this area on some properties as they cannot get title insurance. Sale 1 sold with liberal owner financing with less than 10% down and deferred payments and interest for one year and then owner financing including 8% interest amortized over 20 years, so this sale is adjusted downward 5% for the liberal owner financing.

Conditions of Sale

The properties were all believed to be open market sales and need no adjustments for conditions or motivation of the seller or buyer in each instance.

Market Conditions (time)

Prices in general have gone up and down in Virginia City over time but no time adjustment is considered warranted to any of the sales in this instance as the overall time span is less than two years.

Location and Exposure

Sale 4 is slightly outside the prime area and should be adjusted upward marginally for location but it does have considerable frontage and exposure which is an offsetting factor, so no adjustment is considered warranted in this category. The other sales need no adjustment for this category.

Land Coverage Ratio & Parking

The subject has 100% land coverage whereas all but Sale 2 have less than 100% coverage. For this reason, Sales 1, 3 and 4 were adjusted downward for their lower land coverage.

Building Size, Age, Quality & Condition, Number of Stories

No size adjustment is considered warranted but Sale 1 is in good condition and should be adjusted downward for this factor. Sales 2 and 3 should be adjusted upward for their inferior condition and Sale 4 adjusted downward for the fact it is a newer property; albeit, not historic but is more functional than the subject.

Miscellaneous

All the sales have frontage on two streets and better access for the apartments of lower levels whichever the case may be, so they should all be adjusted downward for this factor. Sale 3 did include a rental apartment on the lower level which was included in the square footage, so it should be adjusted upward for this category.

On the following page is an adjustment grid showing the salient facts for each comparable and the adjustments made to the sales/listings in comparison to the subject.

Conclusion of Value

Land Cov. Ratio

Parking, Misc.

Total Adjustments

Adjusted Price/SF

Bldg. Age, Qlty. & Cond.

= SKW

With adjustments for the factors affecting value, the price per square foot of building area for the sales ranges from \$78.24/SF for Sale 3 to \$151.74/SF for Sale 1 with the arithmetic average \$112.99/SF and the median \$110.98/SF.

-5%

-10%

-5%

-25%

\$151.74

0%

10%

-5%

5%

\$94.46

-5%

10%

5%

10%

\$78.24

-5%

-5%

-5%

-15%

\$127.50

Sale 1 is to the closest in proximity to the subject but is smaller and in better overall condition ans has better utility than the subject; albeit, it was adjusted for these conditions. Sales 2 and 3 are in inferior condition and set the lower end of the range with Sale 4 more in the middle after adjustments. With most weight to Sale 1 but some consideration to the mean and median values, a unit value of \$125/SF has good market support for a final value of the subject property of:

3,072 SF x 125/SF = \$384,000, rounded to \$385,000

RECONCILIATION AND FINAL CONCLUSION OF VALUE

SALES COMPARISON APPROACH: \$385,000

The Cost Approach was not used in this analysis due to the fact that most market participants would not rely on this approach as there is no way to accurately estimate all forms of depreciation, let alone replacement costs and the Income Approach was not used either as this is more of an owner/user amenity property than an income property, per se.

The Sales Comparison Approach is commonly used by Realtors® and by buyers and sellers as well. Through the common unit of comparison, namely by the direct physical method on a price per square foot of building area, a meaningful value range can be estimated from the market data and applied to the subject property. In this instance, with consideration was given to the factors affecting value and the adjustment process, the final unit value applied to the subject's building square footage has good support and a final value of the property by this approach.

After reviewing all the facts and information contained in this report, and with good support from the sales data and adjustment process, it is my opinion that the fee simple Market Value "As Is", as of April 9, 2019, the effective date of valuation was \$385,000.

Exposure Time and Marketing Time

I have reviewed the exposure time of the sales and talked with a local Realtor and based on market evidence, the typical exposure time for a property like the subject, if it had been competitively listed would have been between three months and one year, and one could expect that a sale of the subject property would, at its appraised value, have a three month to one year exposure time in the future at its appraised value.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this
 appraisal and no personal interest with respect to the parties involved and have
 acted in our own independent capacity.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with the assignment.
- My engagement in this assignment is not contingent upon the development or reporting of a predetermined value, a requested minimum value or approval of a loan or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal

Practice. The appraiser is competent by education, training and experience to perform this appraisal.

- These appraiser has not appraised the subject property nor performed any services regarding the subject in any capacity in the last 36 months time period.
- I, Sam Ward, have not made a personal inspection of the property that is the subject of this appraisal.
- No one else provided significant real property appraisal assistance to the person signing this certification.

Samuel K. Ward

Nevada Certified General Appraiser,

No. A.0000123-CG

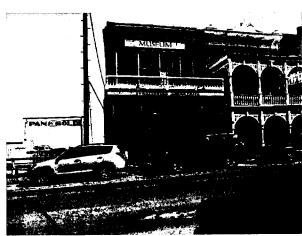


COMPARABLE SALES PHOTOS

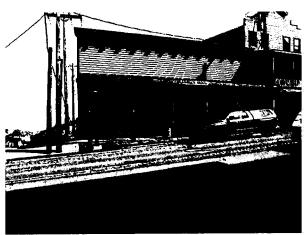




Sale 1 - 66 No. C St.



Sale 3 - 58 So. C St.



Sale 4 - 145 So. C St.

QUALIFICATIONS SAMUEL K. WARD

Real Estate Appraisers/Consultants 106 East Adams St., Suite 212

Carson City, NV 89706 (775) 885-8822 FAX (775) 885-7808

e-mail: sward@skwrea.com

Nevada Certified General Appraiser - A.0000123-CG Expiration date: 4/30/2019

Background and Experience

Background and Experience	
Farming & Ranching Background on Family Ranch - Yakima, Washington	
Farm & Heavy Equipment Marketing (Caterpillar/John Deere) - Yakima Washington	1965-67
Custom Home Construction - Seattle, Washington	1968
Real Estate Sales - Seattle & Spokane, Washington, & Carson City, Nevada	1969-76
Nevada Division of State Land, Land Agent	1977
Eagle Service Corporation (First Federal Savings & Loan), Staff Appraiser	1977-80
Eagle Service Corporation, Senior Commercial Appraiser	1981-82
Independent Fee Appraiser, Northern Nevada & North Eastern California	1983-Present
Education and Technical Training	
Univ. of Colorado - Athletic Scholarship - Skiing	1959-61
Univ. of Washington, B.A. Business Administration (Marketing-Finance)	1961-64
Real Estate Sales (Brokers License), Washington State	1969-72
Real Estate Sales - Carson City, Nevada	1973-76
Society of Real Estate Appraisers:	1979-83
Appraisal Institute Affiliate Member:	1983-present

Type of Appraisals Completed

Residences, Land, including Farms, Ranches, Subdivisions, Mining Properties, Apartments, All Types of Commercial & Income Properties, Industrial Properties, Condemnation, Estate and Various Specialty Properties (Banks, Motels, Convenience Mkts./Service Stations, Casinos, etc.), Fractional Interests & Lease Analysis, Estates & Estate Planning

Areas Served

All of Northern Nevada & Lake Tahoe Area, plus surrounding Counties in California

Associate Member of the Appraisal Institute- Reno/ Carson City/ Lake Tahoe Chapter

Partial List of Instructional Clients, Large Corporations & Government Agencies Served

Partial List of Banks:	Large Corporation:	Expert Witness:
Nevada State Bank	Texaco, Exxon, Mobil, ARCO	Carson District Court
City National Bank	Unocal, Standard Oil Co.	Douglas District Court
Focus Business Bank	Government Entities:	Washoe District Court
Bank of America	Reno Airport Authority	Fed. Bankruptcy Court, Reno
Union Bank of California	City of Reno, Nevada	
The Mechanics Bank	City of Carson, Douglas, Lyon, V	Washoe, Story Counties in Nevada
Bruning State Bank	U.S. Department of Interior - BL	M & U.S. Forest Service



PRELIMINARY OPINION OF PROBABLE COST

Virginia City Tourism Commission Visitor Center Black & Howell Building 5/29/2019

1 of 2

NO	TRADE/WORKSCOPE	NOTES	<u> </u>	EXTENSION
OWNER	RCOSTS		\$	· · · · · · · · · · · · · · · · · · ·
1	ENGINEERING/SPECIAL INSPECTIONS			
2:	DESIGN			· · · · · · · · · · · · · · · · · · ·
3	BUILDING PERMIT FEE			
.4	UTILITY CONNECTION FEE			
5	ARCHEOLOGIST			
SITE - 3,	275.55		\$	144,100.00
1	ENGINEERING - SITE SURVEY	- 	┼	INCLUDED
2	SITE IMPROVEMENTS		 	INCLUDED
3	SITE UTILITIES-ASSUMES ADEQUATE TO PROP. LINE		 	INCLUDED
4	PAVING	- 	1	INCLUDED
	PARKING STRIPING AND SIGNING			INCLUDED
5 6				NONE INCLUDED
7	FENCING		 	NONE INCLUDED
	LANDSCAPING			INCLUDED
8	DEMOLITION		-	INCEODED
CHELL	ANTHICH COORSE EXTERIOR WOOD OSE SIDING 3 STO	DIEC	\$	650,000.00
	40' HIGH, 6,000 SF, EXTERIOR WOOD/OSB SIDING, 3 STO	NIE3	1-2	INCLUDED
1			 	INCLUDED
2.	SPECIAL CONSTRUCTION - EXTERIOR DECKS		 	INCLUDED
3	STEEL-STRUCTURAL		 	INCLUDED
4	ROUGH CARPENTRY		 -	INCLUDED
5	CAULKING		 	INCLUDED
6	INSULATION		 	INCLUDED
7	METAL ROOFING		ļ	INCLUDED
8:	FLASHING & SHEET METAL / GUTTERS		<u> </u>	INCLUDED
9	DOORS, FRAMES, & HARDWARE - EXTERIOR		+	INCLUDED
10	SPECIAL DOORS - OVERHEAD			INCLUDED
11	GLASS, GLAZING, STOREFRONT, WINDOWS			
12	PAINT		 	INCLUDED
13	SIGNAGE		-	INCLUDED
14	FURNISHINGS, FIXTURES & EQUIPMENT		├	NONE INCLUDED
15	ELEVATOR		-	NONE INCLUDED
16	MECHANICAL		 	INCLUDED
17	PLUMBING	<u> </u>	ļ	INCLUDED
18	FIRE SPRINKLERS		<u> </u>	INCLUDED
19	ELECTRICAL		<u> </u>	INCLUDED
20	ELECTRICAL - FIRE ALARM			INCLUDED
21	LOW VOLTAGE - COMM/DATA, SECURITY / ALARM			NONE INCLUDED



PRELIMINARY OPINION OF PROBABLE COST

Virginia City Tourism Commission Visitor Center Black & Howell Building 5/29/2019

2 of 2

NO	TRADE/WORKSCOPE	NOTES		EXTENSION
INTERIC	OR IMPROVEMENTS - 4,000 SF (2 stories)		\$	450,000.00
1	MILLWORK			INCLUDED
2	FRAME/DRYWALL/TEXTURE			INCLUDED
3	STAIRS		ļ	INCLUDED
4	ACOUSTIC CEILING			INCLUDED
5	FLOOR COVERINGS			INCLUDED
6	TILE			INCLUDED
7	PAINTING - INTERIOR			INCLUDED
8	SPECIALTIES - TOILET ACCESSORIES, EXTINGUISHERS			INCLUDED
9	SIGNAGE / INTERPRETIVE PANELS			NONE INCLUDED
10	FURNISHINGS, FIXTURES, AND EQUIPMENT			NONE INCLUDED
11	MECHANICAL			INCLUDED
12	PLUMBING			INCLUDED
13	FIRE SPRINKLERS			INCLUDED
14	ELECTRICAL			INCLUDED
15	ELECTRICAL - FIRE ALARM			INCLUDED
16	LOW VOLTAGE - COMM/DATA, SECURITY / ALARM			NONE INCLUDED
	SUBTOTAL	<u> </u>	\$	1,244,100.00
	GENERAL CONDITIONS (6%)		\$	74,646.00
	SCHEDULE / LDS			INCLUDED
	PREVAILING WAGE			INCLUDED
	OVERHEAD AND FEE (7%)		\$	87,087.00
	BONDS - PAYMENT AND PERFORMANCE (2.25%)		\$	27,992.25
	TOTAL		\$	1,433,825.25
				4
	<u> </u>			
-				4



Meeting date:

07/02/19

Storey County Board of County Commissioners Agenda Action Report

Estimate of time required: 30 min.

Agenda: Consent [] Regular agend	da [X]	Public hearing required [x]
Collective Bargaining Agreemer	nt Betw	ON: Approval of modification and extension of cen Storey County (Employer) and the Storey County of 4041 Comstock Chapter (Union).
agreement between Storey C Association AFSCME Local	County (with the recommendation by staff and the tentative Employer) and the Storey County Employees Comstock Chapter (Union), I [commissioner] hereby ollective Bargaining Agreement between the parties.
3. Prepared by: Austin Osborne		
Department: Human Resources		Telephone : 775.847.0968
Employer and the Union, the	existin	nd Article 54 of the Bargaining Agreement between the ag 2016-19 Agreement is proposed by management to diffied as tentatively agreed between the parties.
5. Supporting materials: Enclosure iscal analysis.	es: Prop	osed 2019-2022 CBA as amended; benefits analysis;
5. Fiscal impact:		
Funds Available:	Fun	d:yes Comptroller
7. Legal review required:	<u>]</u>	District Attorney
B. Reviewed by: Department Head		Department Name: Commissioner's Office
County Manager		Other agency review:
P. Board action: [] Approved [] Denied	[]	Approved with Modifications Continued Agenda Item No.
		Agenda item 140.

AGREEMENT BETWEEN STOREY COUNTY, NEVADA AND COMSTOCK CHAPTER, AFSCME LOCAL 4041 JULY 1, 2019 – JUNE 30, 2022

(Document begins at page 4.)

PREAMBLE

This Agreement is made and entered into this 1st day of July, 2019, 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.

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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 union is divided into the following two bargaining units for the purposes of this agreement.

- 1. Bargaining Unit A (Non-Supervisory): Pursuant to the provisions of the Local Government Employee Management Relations Act, Statutes of Nevada, the county recognizes the union as the exclusive bargaining agent for all regular full-time (40 hr. week) and regular part-time (average 20+ hrs./week) non-supervisory county employees listed as such in Appendix A of this agreement.
- 2. Bargaining Unit B (Supervisory): Pursuant to the provisions of the Local Government Employee Management Relations Act, Statutes of Nevada, the county recognizes the union as the exclusive bargaining agent for all regular full-time (40-hr. week) and regular part-time (average 20+ hrs./week) supervisory county employees listed in Appendix A of this agreement.

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 EXCLUSION

This Agreement complies with NRS 288 by separating supervisory and non-supervisory employees into separate units pursuant to Article 1.

ARTICLE 3. DEFINITIONS

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. "Anniversary Date" means the date on which the employee starts work as indicated inwriting in an offer of employment, is reclassified or promoted to a new job classification, or a less than part-time or regular part-time employee becomes a full-time employee. The date on which an employee is demoted to a lower pay range, reassigned, or transferred to alternative positions where their talents or skills maybe best utilized to their own or the organization's benefit, or where they are better able to perform the job in accordance with required standards, is not an Anniversary Date.

- 2. "Confidential Employee" means an employee occupying a position which by the nature of its duties has access to decisions of management affecting employee relations and has been designated confidential by the Personnel Director with concurrence of the County Manager. In addition, it includes any employee occupying the County Manager's Office and Human Resources. Confidential employees are not covered by this Agreement.
- 3. "Department Head" means an appointed or elected official directly responsible to the County Manager and his/her designee, or the electorate for the overall administration of a department.
- 4. "Supervisor" means an employee who is responsible for directing the work of other employees. The immediate supervisor is the person to whom the employee directly reports and from which is provided direction regarding work.
- 5. "Regular Full-Time Employee" means an employee who has been retained in a regular position after completion of the probationary period, and whose regular workweek consists of at least 40 hours and whose work year includes at least 2,080 hours in a 12 month period. This definition shall be construed throughout the contract to mean that a full-time workweek consists of at least 40 hours.
- 6. "Regular Part-Time Employee" means an employee in a position which is considered half-time or more (i.e., 1040 2079 hours in a fiscal year period) according to the full-time work schedule of the employer. Employees who work 1,039 hours or less in a year are "Casual Employees" and are not subject to this agreement.
- 7. New Hired and Promoted Employee Evaluation Periods

"Probationary Employee" means an employee who is undergoing a working evaluation period during which s/he is required to demonstrate his/her ability to carry out the duties of the position to which hired.

- a. The new hire probation period pursuant to this agreement is 12 months.
- b. Newly hired probationary employees are employed "at-will" and are excluded from the coverage of this agreement. They may be laid-off or discharged from employment during this period for any reason with or without cause. After successfully completing the new hire probationary period, the employee shall be deemed to be a regular employee and subject to this agreement, and shall acquire seniority from his/her first date of hire.
- c. A probationary employee who transfers laterally within the same classification (e.g., Admin. II in one department to Admin. II in another department) must serve the remainder of the new-hire probationary period assigned to him/her upon hire.
- d. A regular employee who is promoted to a position in a higher classification shall serve a "trial period" of 12 months in the new position. A probationary employee who is promoted to a position in a higher classification shall serve a "trial period" of 12 months in the new position and must concurrently complete the remainder of his/her new hire probation period. During the "trial period", the regular

employee is not considered probationary; however, regular employees and probationary employees completing the remainder of their probation period must demonstrate satisfactory ability to carry out the duties of the position to which promoted. Unless the promoted employee is dismissed from employment for cause, the employee who failed the "trial period" in the new position will be restored to his/her previous classification or an equivalent classification if the previously held position is unavailable.

- e. An employee who is demoted to a lower classification is not required to serve a "trial period" for that position.
- f. An employee who changes from working regular part-time to regular full-time within the same classification shall have his/her new hire probationary period adjusted to credit actual hours worked over the past 12 months with Storey County in said classification, up to a maximum of 1,040 hours (6 months), toward completion of the new hire probation period.
- 8. Temporary, Intermittent, Casual, and Seasonal positions are excluded from the coverage of this Agreement.
- 9. "Base Rate of Pay" means the amount of pay the employee is designated to receive within the pay range for the employee's classification, excluding any additional types of pay, as demonstrated in Appendix A.
- 10. "Regular Rate of Pay" means the employee's base rate of pay plus other additional pay for which the employee's specific assignment may entitle him/her.
- 11. "Regularly Scheduled Shift" means the shift created by the department that is the same schedule for at least 30 days.
- 12. "Recall" means the procedure under the provisions of Article 40 of this agreement for the return of employees who have been laid-off from employment.
- 13. "Reinstatement" means restoring of a permanent employee to his/her previous position under the provisions of Article 40 of this agreement.
- 14. "Work Week" means 7 consecutive periods of 24 hours which may begin on any day and at any hour of the day. "Working Week" shall have the same meaning.
- 15. "Work Day" means a period of 24 consecutive hours which begins when the employee begins work. "Working Day" shall have the same meaning.

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

Union business will comply with NRS 288. 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 permission of the County Manager or his/her designee 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 website or a designated location(s) 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

Release time for negotiations, grievances, and union business will comply with NRS 288.

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. The right to require each employee to demonstrate positive attitude and progressive action through the display of professionalism, courtesy, tact, punctuality, attendance, and discretion in all interactions with coworkers, supervisors, and the public; use common sense and discretion; remain safe, socially moral, lawful, affective, adaptive, and efficient while performing the duties of his/her job.
- e. 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: JOB CLASSIFICATIONS and PAY PRACTICES

1. Pay Practices

The job classes and corresponding rates of pay shown in Appendix A have been established by adoption of this Agreement. The following adjustments and cost of living increases (COLAs) shall apply for the duration of this agreement:

- a. Year 1 (2019/20)
 - i. 2.0% chart increase for all employees.
- b. Year 2 (2020/21)
 - i. 2.0% chart increase for all employees.
 - ii. 2.5% COLA added for "capped" employees in form of calculated COLA. This is added to the chart increase above.
- c. Year 3 (2021/22)
 - i. 2.0% chart increase for all employees.
- d. Notes:
 - i. Chart increases will take effect on the first workday of the first full pay period of the new fiscal year.
 - ii. See also Article 21 Cost of Living Increase (COLA).

The rate of pay for each class that is a non-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 for Employees are paid on a bi-weekly basis. The standard established workweek for Employees begins at 12:01 a.m. 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 department head, and with the approval of the Personnel Director and notification to the Payroll office.

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 office and the Employee will receive the adjusted amount on the next paycheck.

2. 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 office.

3. Incentive Pay

- a. Bilingual Pay. Upon recommendation of the department head and approval by the Personnel Director, employees are eligible to receive bilingual pay in the amount of 2.5 percent of their base pay provided that the following criteria in this subsection are met. The employee may make the request directly to the Personnel Director if s/he demonstrates valid evidence that such request was made to the department head. The decision to provide bilingual pay is subject to approval of the Personnel Director, including with recommendation by the department head.
 - i. The employee's assigned duties must require them to communicate in a second language at least approximately 15 percent of their work time; and
 - ii. As a prerequisite to receiving bilingual pay, the employees must demonstrate written and verbal fluency in the second language. If there is uncertainty as to whether the employee is fluent in the second language, the employer may, at the discretion of the Personnel Director, require an employee to demonstrate fluency in the second language by successfully passing a qualified bilingual proficiency exam. The examination chosen will be as mutually agreed by the employer and union.
- b. TAC Differential. An employee who is assigned as the Terminal Agency Coordinator (TAC) will receive 2.5 percent differential pay added to his/her base pay for the entire duration that the employee is assigned as the TAC. No more than one employee in any department may receive TAC differential at any given time.
- c. Field Training Officer (FTO) Pay. Employees in the Communications Series, and no other employees, who are designated by his/her supervisor to perform the duties of a field training officer (FTO) shall receive an additional 5 percent base pay for all hours actually spent functioning as an FTO. The employee is determined to be functioning as an FTO when s/he is assigned to and actively engaged in training another employee to perform specific duties applicable to the job and is recording the progress of that trainee for reporting to the department head (e.g., completion of a "Daily Observation Report [DOR]" for the Communications series). Subject to approval of the Personnel Director, the department head shall have the discretion to make the FTO assignment and to remove someone from such assignment.

ARTICLE 18. ACTING PAY

Employees may be required to temporarily assume the majority of the duties of a higher level class. This is a short-term remedy when temporary replacement is required for an incumbent of a position who is not available to perform the duties of the position, such as during extended absence, or when there is a vacant position in a higher class requiring the temporary assignment of duties prior to filling the position. The employee will be provided acting pay when the duration of the assignment is 5 consecutive work days or longer, whether the consecutive days worked is regularly scheduled, not regularly scheduled, or includes overtime worked.

The amount of acting pay is 5 percent of the acting employee's base rate of pay, and the acting pay applies to the entire duration of the assignment. Acting pay will be paid retroactively to the first day of the assignment, provided that the conditions listed in this article are met.

The employee may not be assigned to the higher level class duties for more than 6 consecutive months unless specifically approved by the Personnel Director and/or Administrative Officer, who may extend the assignment for not more than an additional 6 months.

The foregoing is subject to approval of the Personnel Director with concurrence by the County Manager.

ARTICLE 19. MERIT INCREASE

Employees who maintain a performance evaluation of standard or better are eligible to receive merit increase in pay. There are 10 steps in the salary range for each job classification. Performance review procedures are pursuant to Performance Review Policy for Storey County Peer- and self-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 employee 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 percent one-step pay increase in recognition of an overall Meets or Exceeds Expectations performance rating for a maximum of 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 in-writing to improve the employee's performance. If within 6 months the employee has corrected the deficiency as evidenced by a formal employee evaluation form, the merit salary increase will be granted and paid from that date. The employee's anniversary date

will not change. At the employee's request, at least 2 meetings involving the employee, department head, personnel director, and a representative of the employee's choosing will be held prior to the expiration of the 6-month period. The intervals will be as agreed in-writing by the employee and the personnel director.

- 3. If an employee has not been evaluated within 30 days following his/her anniversary date, a merit increase will be granted retroactive to the anniversary date.
- 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 processes explained herein.

ARTICLE 20. RECLASSIFICATION

Note: As indicated in the Classification Plan for Non-Exempt AFSCME Comstock Chapter Employees attached hereto, the assigned wage grade for the following series is subject to a comp-study and renegotiation for possible amendments for year-three of this agreement effective 07/01/2021 thru 06/30/2022 as approved by the Board of Storey County Commissioners and the Union.

Reclassification means the allocation of a position to a different class which results from changes and duties of the position, but not necessarily the position's incumbent employee. The reclassification may be to a newly created class or an existing class in the classification plan. The following apply to reclassifications.

- 1. When a department head believes that the duties of an existing position have changed to the extent they no longer fit within its assigned class or no longer conform to changes of the organization (or department), the duties of the position will be reviewed and, if appropriate, the position may be reclassified to the appropriate class.
 - Reclassification of a position shall not be undertaken as a substitute for discipline or hiring practices, nor to effect a change in salary or wages in the absence of a significant change in assigned duties and responsibilities.
- 2. An employee may submit a written request to the department head requesting a reclassification study of a position if s/he believes that the position's specifications, duties, and responsibilities have changed, both in number and variety, as to cause a significant and permanent workload increase. The department head shall submit the request to the Personnel Director for review. In the event that the department head fails or refuses to submit the employee's request to the Personnel Director within 30 days of receipt, the employee may submit the written request directly to the Personnel Director.
- 3. The Personnel Director will determine if the position requested to be studied will be reclassified to a new class.
- 4. A change in a position's class does not constitute the sole basis for determining whether the employee in the reclassified position will also be assigned to the new position.
 - a. The decision to reclassify a position shall be made by the Personnel Director with the concurrence of the County Manager.
 - b. The decision to place the current employee in the new class of the position shall be based upon the qualifications and job performance of the employee.

The employee will be assigned to the class whenever a position is reallocated to a higher class and the employee has satisfied the following requirements:

- i. Completes the trial period for the position as previously allocated;
- ii. Demonstrates acceptable or better job performance; and
- iii. Possesses the knowledge, skills, and abilities required for the higher class.
- c. Whenever a position is reclassified to a lower level class, the employee will be placed in the lower level class effective the first day of the pay period which follows the approval of the reclassification.
- d. Responsibility pay shall be paid back to the date on which the formal request for reclassification was received by the Personnel Director, unless the request specifies a different date for it to become effective.

ARTICLE 21. COST OF LIVING ADJUSTMENT

- 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 50 percent of any PERS increase for that year (see Figure 1).
- 2. For years in which no PERS contribution rate change 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 2.5 percent for that year. This will occur on July 1, 2020 only.
 - a. 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	2.5% COLA
Non-Capped Employee	50% PERS	None

Figure 1: The table corresponds to Article 21, Subsections 1 and 2. The contribution rate to the Public Employees' Retirement System (PERS) is revisited during each Legislative session.

ARTICLE 22. HOURS OF WORK

A. Regularly Scheduled Shift

1. As defined in Article 3 Definitions, a work week means 7 consecutive periods of 24 hours which may be on any day and at any hour of the day.

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.

Except as may be otherwise provided, an employee who occupies a regular full-time position shall normally work 40 hours exclusive of meal breaks in each week. Nothing contained herein shall be construed as limiting or preventing the county from establishing other work shifts as need arises. Workweeks are as follows:

- a. Employees working a 5-day, 40-hour week (designated 5/40) shall work 8 hours per shift for 5 shifts within the workweek, and shall receive 2 consecutive 24-hour periods off.
- b. The department head may authorize employees to work 4-day, 40-hour weeks (designated 4/40). Employees working 4-day, 40-hour weeks (designated 4/40) shall work 10 hours per shift for 4 shifts within the workweek, and shall receive 3, 24-hour periods off, of which 2, 24-hour periods must be consecutive.
- c. The department head may schedule employees an alternative work schedule and workweek when appropriate and in accordance with NRS 281. If the department head 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 department head. All schedules are subject to the approval of the Personnel Director.
- 2. Any changes to an Employee's permanent regularly scheduled workweek shall require a 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 department head.
- 3. Subject to the provisions of NRS 288.150, nothing herein shall be construed to limit the authority of the county to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies.

B. Shift Differential Pay

Employees who work swing shift and/or graveyard shift earn shift differential pay as set forth in this section.

1. Swing shift begins at 6:00 p.m. and ends at 11:59 p.m.

- 2. Graveyard shift begins at 12:00 a.m. and ends at 5:59 a.m.
- 3. Shift differential pay is calculated from the employee's base rate of pay.
- 4. Overtime worked within the shift differential period counts as time worked for determining eligibility for shift differential pay.
- 5. Non-Communications series employees receive shift differential pay for all regularly scheduled hours worked when 50 percent or more of those hours fall on swing shift or graveyard shift.
- 6. Communications series employees receive shift differential pay as follows:
 - a. Swing Shift 3 percent shift differential pay for all hours worked on swing shift;
 - b. Graveyard Shift 5 percent shift differential pay for all hours worked on the employee's entire shift, not just those on graveyard, when 50 percent or more of those hours fall on this shift;
 - c. Hours in the (a) and (b) categories above need not be regularly scheduled hours.
- 7. No shift differential pay is provided during times the employee is absent from work while taking sick or annual leave, holiday (not worked) leave, or other leave with pay or without pay, even though the employee during those times may be assigned to a shift that qualifies for the differential. No shift differential will be paid for standby hours.

B. Rest and Meal Periods

Regular employees, except Communications series employees, shall receive one 15 minute paid rest period near the midpoint of each half of the workday. No employee shall work more than 4 consecutive hours without either a rest period or a meal period. Communications series and Virginia City Tourism Commission employees shall be provided short breaks as needed, such as restroom breaks, up to 15 cumulative minutes throughout the first half of the shift (or 6 hours) and 15 cumulative minutes throughout the second half of the shift (or 6 hours); however, the employees shall at all times be responsible to ensure zero disruption/gap to dispatch service, including when s/he is the only person on-shift. Rest periods may not be delayed to the end of the workday to enable an employee to leave work early.

Employees, except Communications series employees, who work more than 4 consecutive hours, including a rest period, shall be given a minimum of 30 minute meal period before beginning the sixth hour of work. Employees, except Communications series employees, working an alternate work schedule will take a minimum 30 minute meal period near the midpoint of the workday and a 10 minute rest period per each 3 ½ hours of work. The meal period for employees in the Public Works Department shall be 30 minutes near the midpoint of the workday. Meal periods will be uninterrupted and unpaid, during which no work is performed.

Meal periods, but not break periods, may be waived if an employee signs a waiver with the department head's approval waiving his/her meal period. Meal period waivers shall apply to each individual employee who signs the waiver. Each employee may individually choose not to sign a meal period waiver, and thus be allowed to take his/her meal period in accordance with this Article. The department head may deny any and all meal period waiver requests. The department head may adjust the employee's schedule to accommodate the meal period waiver, or may be subject to overtime pay requirements.

Work shall be scheduled in a manner which allows employees, except Communications series employees, rest periods and meal periods. The department head, 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 series and who have signed a waiver of lunch breaks are excluded from this Article as it pertains to meal periods unless stated otherwise.

ARTICLE 23. OVERTIME COMPENSATION

Employees shall earn overtime compensation for hours worked in excess of 8 hours in 1 day unless they have a regularly scheduled workweek of 4, 10-hour days, or a variation between 5, 8-hour days (5/8s) and 4, 10-hour days (4/10s). However, if employees sign and are approved by the Personnel Director for a variable workweek as allowed by NRS 281.100, employees will earn overtime compensation only for hours worked in excess of 40 in the workweek (see also Article 22 Hours of Work). If a variable workweek agreement has not been signed by the employees and approved by the Personnel Director, daily overtime compensation will be paid.

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 by under call back pay.

All overtime hours must be authorized in advance by the department head. Overtime will be compensated at the rate of time and one-half of the employee's regular rate of pay. The regular rate of pay includes all monetary payments made to the employee, including shift differential, hazardous duty, incentive, and longevity pay.

Annual leave, sick leave, and worked/unworked holidays in Articles 26 Vacation/Annual Leave and 33 Holiday Pay, respectively, are included as time worked.

Non-Communications Series Employees:

Overtime work shall be offered to eligible and qualified employees in the classification involved, in order of their seniority. If an employee declines the offer of overtime work, such overtime work shall be offered to the next employee in the classification involved, in descending 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.

Communications Series Employees:

For the purposes of overtime to fill vacancies and/or prescheduled leave, an overtime list will be maintained in in each department. The list will include all eligible and qualified bargaining unit members who desire to work overtime during staffing absences. A rotation procedure will be incorporated into the list. The initial list will be established beginning with the eligible and qualified employee having the most full-time continuous service with the employer with other eligible and qualified employees listed in descending order based on seniority. The list will be reset the same way January 1 of each year. The employer reserves the right to mandate an employee to work overtime when no other eligible and qualified employee is available on the rotation eligibility list. This does not include immediate need for shift coverage.

Alternatively, overtime may be compensated at the rate of 1.5 hours of compensatory-time-off ("comp-time") for each hour of overtime worked. Employees may not accrue more than 120 hours of comp-time per calendar year. Comp-time balance shall be paid-out at the rate it was earned as a check payment on the last payroll period of November of each year. The employee must give at least 14 days of notice to the department head before taking time off work. Time taken off from work is subject to approval of the department head.

If an employee on or before October 15 requests comp-time leave in-writing and his/her request is denied for any reason at any time, the employee is entitled to payment for the comp-time accrued in accordance with the previous paragraph. If at any time the denial of the requested annual leave is reversed and the employee is allowed to take the accrued comp-time off between October 15 and December 31, the employee shall not receive the payment described above, or must forfeit payment already made to him/her back to the county by December 31 of that year or at a later date as determined by the Comptroller's Office.

ARTICLE 24. CALL BACK

When required, the department head may call back to duty one or more employees. Call back pay is defined as compensation earned for returning to any designated work site for duty after the employee has completed his/her shift, departed from the work site, and is off duty for a period of time, and then is required to return to the work site with less than 12 hours of notice, except for any employee who is called into work while on standby status.

Any employee who is required to return to work by the department head in accordance with NRS 281 shall receive a minimum of 2 hours pay at overtime regular rate of pay. Time worked in addition to the initial 2 hours shall be compensated at overtime regular rate of pay for all time actually worked. Call back pay shall only be paid for hours worked outside of the employee's regularly scheduled shift. An employee's regularly scheduled shift shall not be changed to accommodate a call back. Call back will be reported to PERS in accordance with the Official Policies of PERS.

ARTICLE 25. STANDBY

Due to staff limitations, it may be necessary for the department head to issue written assignments to employees to be on standby, to handle overtime work which may arise during other than normal working hours. Standby is defined as time by which an employee is required, as demonstrated in-writing or corresponding documentation, to be prepared to accept notice to return to work via telephone, electronic device, or other means, and remain within 40 minutes of drive time to the work site.

Standby status for employees may only be approved by the department head of the Communications Department, Building Department, Planning Department, and Public Works Department. All other employee standby status requires prior approval of the County Manager or Personnel Director.

An Employee shall receive of \$3.00 for every hour s/he is in standby status or \$4.00 for every hour s/he is in standby status on a holiday.

When an employee commences performance of his/her regular duties after receiving notice to return 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 is directed to be available to work as described in the first paragraph of this Article.

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.

ARTICLE 26. VACATION (ANNUAL LEAVE)

1. Annual Leave Accrual

- a. All eligible full-time and part-time (working an average of 20 hours or more per week) employees are eligible to take accrued annual leave time off after 6 months of employment. The eligible employees will be credited with an equivalent of 6 months of earned annual leave at the appropriate accrual rate at the end of 6 months of employment. Exceptions to this section are included in Article 40 Layoffs and Recall. Other exceptions may be made under extenuating circumstances with approval of the department head and the Personnel Director.
- b. Regular employees continually scheduled to work an average of 20 hours or more per week will accrue annual leave.
- c. Employees do not accrue annual leave for overtime hours worked.
- d. Regular part-time employees will accrue annual leave on a pro-rated basis.
- e. Accrual of annual leave for eligible employees is as follows:

Years of Service	Hours Earned	Maximum Hours/Year	
Less than 5 years	0.0577 / hr.	120	
5 years but less than 10 years.	0.0769 / hr.	160	
10 years and more.	0.0865 / hr.	180	

Except as noted, all accrual rates are expressed in terms of fractions of an hour earned for every regularly scheduled hour worked on paid leave. Annual leave is not accrued for any other hours. Annual leave is accumulated to the employee on a biweekly basis coinciding with pay periods.

- f. Annual leave credits are accrued for each pay period the employee is in full pay status for a major portion of his/her regularly scheduled biweekly hours. Annual leave is not accrued during leave of absence without pay.
- g. No employee may accrue more than 240 hours of annual leave in a calendar year.

Annual Leave Use and Payout

a. Annual leave hours taken are subject to staffing requirements. An employee will be paid at his/her regular hourly rate for each hour of annual leave time taken. Annual leave taken during a biweekly period is charged before annual leave earned during that pay period is credited.

- b. Holidays as defined by Article 33 Holiday Pay occurring within the annual leave period will not be counted against annual leave hours. An employee becoming ill while on annual leave will have leave charged to accrued sick leave upon request and upon presentation of proper documentation.
- c. Annual leave preferences will be granted in order of seniority. For purposes of this section, seniority is determined by Article 39 Seniority.
- d. Employees shall request annual leave by providing a minimum of 14 calendar days of notice to the department head. An exception to this 14 day requirement may be granted by the department head after considering the circumstances that warrant such exception and the convenience and conventionality of the department.
- e. If an employee on or before October 15 requests annual leave in-writing and his/her request is denied for any reason at any time, the employee is entitled to payment for any annual leave accrued in excess of 240 hours that s/he requested to take and which s/he would otherwise forfeit as the result of the denial of his/her request. The payment for the employee's unused annual leave is capped at 60 hours per calendar year and must be made to him/her no later than January 31of the following year. If at any time the denial of this requested annual leave is reversed and the employee is allowed to take the annual leave time off between October 15 and December 31, the employee shall not receive the payment for annual leave in excess of 240 hours described above, or must forfeit payment already made to him/her back to the county by December 31 of that year or at a later date as determined by the Comptroller's Office.
- f. An employee becoming ill while on annual leave shall have leave taken while ill charged to sick leave upon request and upon presentation of proper documentation.

Annual Leave Compensation at and After Termination

- a. Employees voluntarily separated from employment shall lose all rights for computing prior service upon re-employment by the employer.
- b. Upon termination from employment, other than for cause, the employee shall be compensated at their base hourly rate for the total number of annual leave hours accrued (up to 240 hours).

ARTICLE 27. SICK LEAVE & BEREAVEMENT LEAVE

A. Accrual and Use of Sick Leave

1. Accrual of Sick Leave

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

- a. All eligible full-time and part-time (working an average of 20 hours or more per week) employees will accrue sick leave at the rate of 0.0577 hours per each regularly scheduled hour worked or on paid status. Sick leave is not accrued for any other hours.
- b. All eligible full-time and part-time (working an average of 20 hours or more per week) employees are eligible to take accrued sick leave time off after 60 days of employment. The eligible employees will be credited with the equivalent of 60 days of earned sick leave at the appropriate accrued rate at the end of 60 days of employment. Exceptions to this section in Article 40 Layoffs and Recall after Layoff apply. Other exceptions may be made under extenuating circumstances with approval of the department head and the Personnel Director.
- c. Sick leave hours are earned and credited to the employee on a biweekly basis, coinciding with pay periods.
- d. Sick leave shall be charged on the basis of actual time used to the nearest one-quarter (1/4) hours.
- e. Unused sick leave will be credited to the employee's sick leave balance to a maximum accrual of 960 hours. Sick leave accrual will cease when the employee's total year-end (calendar year) balance reaches 960 hours, until the balance falls below 960 hours.
- f. Holidays occurring during sick leave periods shall be counted as holidays, not sick leave.

2. Use of Sick Leave

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

- a. His/her own physical illness or injury;
- b. His/her own exposure to contagious diseases or when attendance at work is prevented by public health requirements;
- c. The need to care for an ill or injured dependent child, spouse or domestic partner, parent, or any other legal dependent who is dependent upon the employee for support;
- d. Medical or dental appointments for the employee, provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the workday;
- e. Any disability, including disability caused or contributed to by pregnancy, miscarriage, abortion, or childbirth;
- f. Death of the employee's spouse or domestic partner, children, parents, siblings, grandparents, grandchildren, parents-in-law, siblings-in-law, or other legal dependents;

however, the automatic granting of sick leave for this situation shall be limited to five working days, which may be extended upon the recommendation of the department head and approval of the Personnel Director.

Employees who are absent from work due to sick leave shall be at their residence, a medical facility, their doctor's office, or shall notify the department head of their whereabouts when using sick leave.

No employee may be entitled to sick leave while absent from duty because of disability arising from an injury purposely caused by willful or gross negligent misconduct.

3. Abuse of sick leave

Use of sick leave for purposes other than those listed in this Article is considered abuse of sick leave. Abuse of sick leave is cause for disciplinary action, up to and including termination. If the employer suspects abuse, it may require substantiating evidence which may include, but is not limited to, a certificate from a health care provider.

4. Illness during Annual Leave

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

5. Placing an employee on Sick Leave

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

6. Return to work

An employee on sick leave shall notify the department head as soon as the employee is able to return to work. An employee returning from an extended absence shall give as much advance notice of return as possible.

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

7. Sick Leave alternative

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

8. Donation of accrued Sick Leave

Employees may donate their accrued sick leave to those employees that do not have adequate accrued sick leave as provided for in Article 28 Catastrophic Sick Leave.

9. Sick Leave at separation

Upon termination of employment, other than for just cause, an employee who has accrued a minimum of 360 hours of sick leave shall be compensated for his/her total accrued sick leave hours at the rates shown in the following table up to a maximum amount of \$5,000.00.

Years of service	Rate of Pay
5 but less than 10	12.5 cents on the dollar
10 but less than 15	25 cents on the dollar
15 but less than 20	40 cents on the dollar
20 + years	60 cents on the dollar

B. Procedure

1. Leave Approval

An employee shall submit a request for leave to the department head as soon as the need is known. The department head shall determine whether to approve the use of accrued sick leave and shall approve such a request whenever it is deemed reasonable.

2. Notification

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

3. Doctor's Certification

The employer may require an employee to provide a physician's certification that the illness/injury incapacitated the employee from performing his/her duties, was necessary for the employee to make full and timely recovery, or was appropriate to avoid the spread of a contagious disease. The certification will also verify the employee's fitness for return to work (fit-for-duty). A physician's statement is required when specifically requested by the supervisor or department head and may be required when the employee has been on sick leave for three or more days in a 30 day period.

4. FMLA Leave

FMLA leave is not considered sick leave. Refer to Policy 605 for all qualified leave under the Family and Medical Leave Act (FMLA).

5. Bereavement Leave

Bereavement leave shall be granted to any regular full-time or regular 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 3 scheduled shifts of bereavement leave per each occurrence, and shall not be charged to the employee's accumulated sick leave or other accrued leave. Bereavement leave in excess of 3 scheduled shifts may be charged to accumulated sick leave upon the recommendation of the department head and Personnel Director. The employee may use annual leave after accrued sick leave is exhausted.

ARTICLE 28. 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 injury which is life threatening, which requires in-patient care at a medical facility, or which renders an employee bedridden at home in lengthy convalescence. The illness or injury cannot be a result of the employee's gross criminal conduct.
- b. "Bedridden" means limiting an individual's ambulatory state to home allowing attention to in-home personal care needs, attend physicians' appointments, and receiving necessary medical treatment related to their catastrophic illness.
- c. "Life Threatening" means a condition which is diagnosed by a physician as creating a substantial risk of death.
- d. "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 Human Resources 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. The 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 the physician shall be on county time.

ARTICLE 29. 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 department head, 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 department head, 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 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 department head. However, in all cases where a Leave in excess of 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 6 months.
- 5. Effect of Leave of Absence without Pay on Employee Benefits.
 - a. Time spent on an unpaid Leave of Absence of over 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 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 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 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 department head 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 department head.
- 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 department head regarding prognosis and/or possible return date. Notify the department head 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 department head prior to the expiration of the Leave of Absence.
- b. The department head will review the absence request and forward it to the Personnel Director for approval.
 - 1. The department head 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 department head will ensure that a properly coded time sheet is submitted biweekly to the payroll department during the duration of the approved Leave.
 - 3. The department head may approve up to 24 hours of Leave to an Employee for emergency Leave, without loss of any accrued time.

ARTICLE 30. SERVICE CONNECTED DISABILITY

All eligible members shall be covered by a workers compensation program of the county's choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS 616) and the Nevada Occupational Disease Act (NRS 617) and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.

1. In the event an employee is absent from work due to a service-connected disability, approved pursuant to NRS 616 or 617, a supplemental amount from the county which would cause the total amount received by the employee from the service-connected disability and the county to equal his/her salary at the time of his/her disability. The supplemental compensation will start from the first day of absence or illness, but shall not exceed 60 calendar days for the same incident. During this period, the employee shall not

- forfeit any accrued sick leave. Successful completion of the probationary period is required in order to qualify for the supplemental compensation from the county.
- 2. It is the intent of the county to pay on-the-job injured employees (as outlined in this section) the difference between full biweekly wages and that provided pursuant to NRS 616 and 617 covering the period enumerated in Section 1 of this Article. No supplemental benefits shall be paid until after the employee's lost-time benefit check has been deposited with the County Treasurer.
- 3. If an employee who is entitled to disability compensation has not completed his/her probationary period, or if an employee who has received supplemental compensation for the maximum 60 calendar days is unable to return to work, s/he may elect to utilize accrued sick leave, during which period the employee shall receive compensation from the county as provided by NRS 281.390. If the employee is receiving no compensation for time missed from work though the workers' compensation program, the employee must use leave benefits to fully account for any absence.
- 4. When accrued sick leave has expired, if the employee is still unable to work and the employee is receiving compensation for time missed from work though the workers' compensation program, s/he will be permitted to use his/her accrued annual leave as sick leave. Subsequent to the expiration of both the employee's sick and annual leave, provided that the employee has so elected to use his/her annual leave as sick leave, the employee's compensation will be limited to that provided by NRS 617 or 617 and the employee will be placed in a leave without pay status. However, through written justification to the Personnel Director, exceptions to this Article may be approved by the county manager.
- 5. As a result of a licensed physician's evaluation and prognosis, it appears that the employee will not return to his/her regular county job within a 12-month period, the county may require a medical separation. Medical separation appeals of employees covered by this Agreement shall be handled in accordance with the procedures set forth in Article 45 Grievance Procedures.

ARTICLE 31. LEAVE FOR CIVIC DUTIES

Paid leave, not requiring use of accrued leave, will be provided to the employee during the time that s/he is:

- a. Voting in a national and/or state election;
- b. Required to appear in court or administrative proceedings for reason arising out of the employee's employment with the county;
- c. Required to serve jury duty. In accordance with NRS 6.190, a person summoned to appear for jury duty, the employer and employee, agent, or officer of the employer, shall not, as a consequence of the person's service as a juror or prospective juror: require the person to use sick or annual leave; or require the person to work:
 - i. Within 8 hours before the time at which the person is to appear to jury duty; or
 - ii. If the employee's service has lasted for 4 hours or more on the day of his/her appearance in a jury duty, including the person's travel time to and from the place where court is held, between 5:00 p.m. on the day of his/her appearance for jury duty and 3:00 a.m. the following day.

The employee may use accrued annual leave, or the employee may take leave without pay, when s/he must take leave for the reasons shown in sections (a) and (b) below. Under these circumstances, the employee is not required to provide notice of intended leave per the subject articles, but the employee must provide notice of leave to the department head within 2 work days of knowing about the upcoming leave.

- a. Required to appear in court or legal administrative proceedings for personal reasons or any reason not arising out of the employee's employment with the county;
- b. A court case or legal proceedings in which the employee has a pecuniary interest, including, but not limited to, a civil case that s/he has against the county or agent thereof.

Also see Article 32 Military Leave for leave for selective services.

Employees subpoenaed or otherwise required to appear in court or at administrative proceedings arising out of his/her employment with the county, including when the employee is personally sued in connection with this/her employment with the county, and which appearances occur outside his/her regularly scheduled shift shall be paid 1.5 his/her regular rate of pay for the time spent at such appearances. This provision does not apply to any case in which the employee has a pecuniary interest such as when the employee may be a beneficiary to any ruling or settlement arising out of court action or settlement with the county.

The employee shall claim any jury, witness, or other fee to which s/he may be entitled by reason of such appearance and pay such fees, except mileage, to the County Treasurer within 5 work days of receipt, to be deposited by the applicable fund of the county.

The department head may not deny leave taken for the reasons in this Article.

ARTICLE 32. MILITARY LEAVE

Any Employee who is a member of the organized U.S. Army, Navy, Air Force, Coast Guard, Nevada National Guard, or Marine Reserves shall continue to receive paid military leave as prescribed by NRS 281.145, and any benefits as provided by the Uniform Services Employment and Reemployment Rights Act (USERRA) of 1994.

Employees may choose to use accrued annual leave before taking leave without pay. The Employer cannot require that annual leave 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. This includes, for example, merit step and seniority. The Employer shall 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 rates are based on seniority. Employees do not accrue Annual and Sick Leave while on Military Leave unless other Employees, including those outside of the bargaining unit, are allowed to do so.

This Article recognizes that the USERRA and NRS 281.145 governing paid military leave provide hours to the Employee equivalent to 15 working days of paid military leave in a 12-month period beginning January 1 and ending December 31 of each year (i.e., the calendar year). This Article recognizes that 15 days means 15 regularly scheduled shifts regardless of the number of hours in a regular shift. The Employer recognizes that the applicable regulations intend to provide "hours" equivalent to 15 "workdays" and, therefore, fractions of days taken are deducted in hour increments.

For example, Employees working regular 12-hour shifts are entitled to an equivalent of 15 working days of paid military leave, and this equates to 180 hours of leave within a 12-month period. Employees working regular 8-hour shifts are also entitled to an equivalent of 15 working days of paid military leave, and this equates to 120 hours of leave in the same period. Military leave is granted and calculated in days or one-quarter fractions thereof. Partial day calculations will be calculated to the closest one-quarter of a day using the employee's current regularly scheduled hours.

The employee must provide the department head call-to-duty orders documentation within one week of receipt of the order, unless the order calls the employee to duty in less than that time.

Bargaining unit members may donate accrued annual leave to any military member who is at the time on active duty and who has exhausted his/her allotted military time under the USERRA and NRS 281.145.

ARTICLE 33. HOLIDAY PAY

1. For the purposes of this Article, holiday pay shall be defined as a premium paid to eligible employees related to holidays in accordance with NRS 236:

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)
Veterans 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 appointed by the President of the United States as a recognized federal 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 department head.

2. Holiday compensation for days worked.

Each regular full-time employee shall receive holiday compensation. The holiday compensation shall be equivalent to the employee's regularly scheduled shift – 8, 10, or variation between 8- and 10-hour shifts. If the employee is scheduled for 3, 12 hour shifts followed by 1, 4 hour shift during the regular workweek, the holiday compensation will be 12 hours. (See Articles 22 Hours Worked and 23 Overtime Compensation for explanation of allowed shifts and required overtime compensation.)

- a. Holidays worked during regular shift. An employee required to work his/her regularly scheduled shift during a recognized holiday shall receive their regular pay PLUS additional payment of holiday compensation computed at 1.5 the base-rate for the regularly scheduled shift, the combined total being 2.5 compensation.
- b. Holidays worked while on overtime. An employee required to work overtime on a recognized holiday shall receive overtime compensation computed at 1.5 of regular rate of pay for the overtime worked pursuant to Article 23 Overtime Compensation, PLUS holiday pay at 1.0 times the base rate, the combined total being 2.5 compensation.
- c. Employees in the Communications series and VCTC shall receive holiday pay and/or overtime holiday pay, as applicable, for hours worked on a holiday, regardless of the day of the week the holiday falls.
- 3. Holiday compensation for days not worked.
 - a. Employees who are not required to work on a recognized holiday shall receive holiday compensation equivalent to one (1) regularly scheduled shift.
 - b. Except for employees in the communications series and the Virginia City Tourism Commission (VCTC), if an employee's regularly scheduled day off falls on a holiday or observed holiday, the employee will be granted 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 department head.
 - c. If the regularly scheduled day off of a communications series and Virginia City Tourism Commission (VCTC) employee falls on a holiday, the employee may elect to take 1 regularly scheduled shift off in lieu of holiday pay within 30 days following the holiday as mutually agreed between the employee and department head. If the employee does not take the day off from work within this period of time, s/he will receive holiday pay at the next following payroll period.
- 4. Compensation for regular part-time employees. Regular part-time employees shall receive holiday compensation as provided in this Article based on their regularly scheduled shift.
- 5. Pay status. In order to receive holiday compensation, an employee must be in pay status immediately before and after the holiday.
- 6. Holiday bank time pursuant to subsection 3 of this Article will be paid to an employee upon separation for any reason except for a reduction in force with less than two weeks of notice.

ARTICLE 34. RESERVED

This article intentionally left blank.

ARTICLE 35. BENEFITS INSURANCE

- 1. Employee eligibility for health insurance benefits shall commence 60 days after hire, and to the first day of the next month.
- 2. The employer agrees to pay 100 percent 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 a prorated percentage of monthly premiums for health insurance based on actual hours scheduled to be worked for regular part-time employees working an average of at least 20 hours but less than 40 hours per workweek hired on or after July 1, 2005.
- 3. Employer agrees to pay \$30,000 in Life and Accidental Death and Dismemberment (AD&D) of for the employee for the term of this agreement.
- 4. For employees hired before July 1, 2014, the employer agrees to pay 100 percent of the monthly premiums for health insurance for the employee's dependents (up to age 26) and 100 percent for the employee's spouse who is not eligible for any other health insurance coverage on the same or greater percentage basis as that provided to the employee by Storey County. 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 50 percent of the cost of the spouse's coverage.
 - a. Each employee shall provide on a county-provided affidavit to the Personnel Office annual certification stating whether his/her spouses is eligible for any other health insurance coverage.
- 5. For newly hired employees hired on or after July 1, 2014, spouses and dependents are not eligible for employer contributions toward 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), whose position becomes, or who moves to a position that is or becomes, eligible for health insurance benefits; any employee who has had a break in service of no more than 18 months for any reason.
- 6. In the event that the bargaining unit of the Storey County Fire Protection District, the Storey County Sheriff's Office, 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 said level of coverage is offered to any employees excluded from coverage by collective bargaining agreement (with exception of those subject to statutory requirements), the union under this agreement may negotiate this Article.
- 7. As allowed by law and without federal penalties to the employer, an employee may opt out

of employer-paid health insurance coverage and accordingly may receive 50 percent of the premium that the employer would have paid for employee only coverage. Premium percentage will be paid to the employee via payroll once per month and will be considered taxable income. Employee opt-out may only be done once per year during the open-enrollment period. Any employee opting out of health benefits coverage must complete an employer-provided affidavit stating that the employee and his/her tax-family (e.g., spouse and dependents) will maintain minimum essential health coverage, other than coverage purchased in the individual market and Medicare, as required by the Affordable Care Act.

- 8. The employer shall allow one 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.
- 9. Legal Liability NRS Chapter 41 shall apply to represented employees, as appropriate

ARTICLE 36. 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 offer retirees, as defined under NRS Chapter 286, the option to continue coverage as required under NRS Chapter 287. Payment shall be made by the employer 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 that the employer would be required to pay if the retiree elected coverage with the insurance provider designated under the Public Employees' Benefits Program (PEBP).

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

ARTICLE 37. PAY & EXPENSES FOR EDUCATION, TRAINING, AND LICENSING

The following apply to expenses and reimbursements paid by the employer for education, training, certifications, and licenses related to the job.

- 1. Required Education.
 - a. Training and education which is required for the employee to maintain his/her licenses, certifications, credentials, and qualifications for his/her current job classification, and/or which are necessary to advance through his/her current job-classification series shall be paid for by the employer and shall not be subject to the following subsections of this Article. All training and education shall be subject to approval of the department head. Expenses paid by the employer shall include textbooks and other materials required for the 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 and otherwise as required by the federal Fair Labor Standards Act (FLSA).

2. Discretionary Education.

Upon mutual agreement of the employee and employer, the employee, subject to prior approval of the department head and the Personnel Director, may pursue additional education benefits under this agreement. All mutual agreements that contain compensation and reimbursements must be in-writing. The following shall apply:

- a. The training must be related to the required skill or education for the employee's current position or to a logical career path related to the employee's current position or department with the employer.
- b. Only a regular full-time employee after his/her probation period is eligible for reimbursement under this article. 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 must 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 for that course.
- f. Employees who voluntarily terminate their employment with the employer will be required to pay back the employer for all discretionary education assistance under this subsection 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 the

- remaining amount owed within thirty (30) days of the date of termination.
- g. Each Employee receiving education 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 specialized personal protective equipment (PPE) (e.g., safety glasses and goggles, shoes/boots for special purposes, rubber boots and gloves, HAZMAT suits and equipment, and all other equipment necessary to protect Employees from industrial injury and health hazards). Regular reinforced toe and similar shoes/boots are covered in section (4) below. The Employer will replace all PPE 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, buildings and grounds, water, and sewer, a clothing allowance of three hundred fifty dollars (\$350.00) annually. This allowance shall be paid in 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.
- 4. Where steel-toed/reinforced 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 2 years based upon receipts or other documentation to reimburse the Employee for the difference in price between steel-toed/reinforced toed equipment and footwear and similar acceptable footwear without steel-toe protection. The 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/reinforced-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). The Department Head 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 department head, 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 department head within 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 on 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 AFTER LAYOFF

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 Director 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 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 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 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 president for the jobs being affected.

Recall After Layoff

- 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 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 department head or be considered to have

- abandoned his recall rights so long as said date is beyond 10 working days from the date of receipt of the notice of recall.
- 5. An employee recalled to a job classification with a lower rate of pay than his/her previous job classification may refuse such position and remain eligible for recalled. 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 the employer for the buyout.
- 7. Employees on a re-employment list shall retain eligibility for recall for a period of 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 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 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. 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 45 Grievance Procedure of this Agreement.

ARTICLE 43. PERSONNEL RECORDS

The Employer will maintain a personnel file on each Employee. The Employer shall maintain only one 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 department head, 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 department head and Personnel Director 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 department head or Personnel Director 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 44. 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 for just cause. Just cause may include, but not be limited to: inefficiency, incompetence, insubordination, moral turpitude, habitual or excessive tardiness or absenteeism, abuse of sick leave or authorized leave, withholding services, and violation of established work rules, policies, or procedures.

1. Personal Reprimand

Notification administered by a department head 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 department head 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 department head shall provide a copy of the warning letter to the Employee and ensure that the Employee signs one copy of the warning letter 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 reprimand. 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 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 department head 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 45 Grievance Procedure 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 45. GRIEVANCE PROCEDURE

1. Definitions

- a. Grievance: 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. **Grievant:** 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 Day: "Working days" for the purpose of a grievance or an appeal shall mean a weekday, Monday through Friday, excluding holidays.
- d. Grievance Board: The "Grievance Board" shall be composed of 2 grievance board members appointed by the employer and 2 grievance board members appointed by the union. The grievance board members serving on the grievance board must not have an evident conflict of interest such as being a party to or otherwise directly involved in the matter of the grievance, and they must be employees of Storey County or the Storey County Fire Protection District.

e. Grievance Screening Committee: The "Grievance Screening Committee" shall consist of any 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 union representative may 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 10 work 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. The immediate supervisor shall have 5 work days to provide a decision to the employee. If the supervisor is the subject of the grievance, the employee will discuss the matter with the department head. If the department head is or is also the subject of the grievance, the employee may proceed directly to the grievance screening committee.

5. Grievance Screening Committee

The Grievance Screening Committee shall convene within 10 work days from the date the supervisor must provide a decision to the employee pursuant to Section 45(4) if the employee requests a formal grievance. The screening committee shall determine the validity of the grievance and decide whether or not to proceed to a formal level grievance.

If the grievance screening committee determines that there is no valid cause to proceed to a formal level grievance, the issue is no longer considered a grievance per this agreement and the matter shall not proceed to formal grievance levels.

6. Formal Levels

Formal level grievances must include valid evidence that the Grievance Screening Committee authorized the grievance to advance to the formal levels.

a. Level I: If a grievant is not satisfied with the resolution proposed at the informal resolution level, the employee must within 10 working days of the grievance screening committee's authorization to proceed to grievance file a formal written grievance with the department head. If the grievance involves the department head, the grievance will advance to Level II.

The grievance must describe the matter leading to the grievance; the supervisor's decision of the informal resolution; the specific section(s) of this agreement or county rules, regulations, and/or policies allegedly violated; and the remedy requested.

The department head may have a meeting with the grievant, and within 10 working days of receiving the grievance the department head will provide a written decision to the grievant.

If the department head fails to provide a written response to the employee within 10 work days of receiving the grievance, the grievance, if non-monetary, shall be granted in the grievant's favor. If the department head fails to provide a written response to the employee within 10 work days of receiving the monetary-related grievance, the grievance shall advance to Level II.

b. Level II: If the grievant is not satisfied with the decision rendered at Level I, or the grievance includes a request of monetary-related correction, the grievant may, within 10 work days that the employer is required to provide a decision, file a Level II grievance which is a written appeal to the Personnel Director.

Within 10 working days of receipt of the written Level II request, 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 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. If the grievance board is deadlocked, the grievance may be advanced to Level III.

c. Level III: In the event that the grievance board is deadlocked, the grievant may within 10 working days of that decision request to the Personnel Director that the grievance is advanced to Level III, that being mediation. Within 10 working days of the Personnel Director receiving the grievant's request that the matter is advanced to Level III, the parties shall request a mediator through the Federal Mediation and Conciliation Services (FMCS) to hear the grievance. The parties shall attempt to hold the mediation session within 20 days after contact with the FMCS. This timeline shall be extended based on the schedule of the mediator or by mutual consent of the parties.

The grievance shall advance to Level IV if the parties cannot reach a resolution during Level III mediation or if the parties mutually agree to skip Level III mediation.

Nothing occurring in mediation may be referred to or introduced during fact-finding or arbitration. Level III applies as long as there is no cost for FMCS mediation services. If there is financial cost required to use FMCS mediation services, the grievance shall advance to Level IV immediately following Level II. The parties by mutual consent may skip Level III and advance directly to Level IV.

d. Level IV: In the event that the Grievance Board is deadlocked, the parties do not reach a mediated agreement at Level III, or the parties mutually agreed to skip Level III, the grievance may escalate to Level IV and 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 10 work days from the last determination at Level II or Level III as applicable.

Within 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 10 working day period, a request for a list of 7 arbitrators may be made by either party to the Federal Mediation and Conciliation Service (FMCS). Within 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 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.

7. Ability to Arbitrate a Grievance

If any question arises as to the ability to arbitrate the grievance, and the grievant or the Union has decided to proceed, the following apply:

- i. If the grievance is a claimed violation, misapplication, or misinterpretation of this agreement or rules, regulations, or policies as defined in Section 1(a) of this Article not resulting in a verbal warning, written reprimand, or suspension of 1 to 3 days, the question regarding the ability to arbitrate the grievance shall first be ruled upon by the arbitrator selected to hear the dispute.
- ii. If the grievance is a claimed violation, misapplication, or misinterpretation of this agreement or rules, regulations, or policies as defined in Section 1(a) of this Article resulting in a verbal warning, written reprimand, or suspension of 1 to 3 days, a mediator through the FMCS shall consider the evidence presented by both parties regarding the claimed violation, misapplication, or misinterpretation and make a recommendation that the parties will accept as final and binding.

8. 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.

9. 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.

10. General Provisions

- a. Unless stated otherwise in this agreement, 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, or by other valid documentation showing receipt by the addressee.
- e. The Personnel Director or County Manager may disagree with the supervisor or department head's decision at any time during the grievance process and reverse the decision of the supervisor and/or department head. In such a decision adversely impacting the grievant, the grievance shall be allowed to proceed to the next level. The Personnel Director or County Manager may also respond in-lieu of the department head for or against the department head's decision at any appropriate place.

11. 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 46. 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 Definitions of this Agreement, and is subject to all applicable State and Federal laws.

Article 47 Emergency Closure

This article applies when the State of Nevada or County Commission causes an emergency closure of Storey County or a portion thereof due to health, welfare, safety, or disaster.

Employees who are unable to report to work because of emergency closure will during such absence be paid their regular rate of pay for each day or portion thereof for up to 5 work days. Such employees during this time who are taking annual or sick leave (approved in-writing before the emergency closure) will be credited this time back to the applicable accrued leave and by the next pay period. No employee may use or request credit to accrued leave unless there is valid written evidence that the leave was approved before the emergency closure.

Employees who are required to report to work during emergency closures will be paid their regular rate of pay each day or portion thereof, and they will also be provided time off at a later period at the rate of 1 hour for each hour worked during the emergency closure. Employees who are normally off during the emergency closure will be provided the same time off at a later period and the rate of 1 hour for each our worked during the emergency closure. Employees described in this paragraph may maintain accrual of this leave until December 31 of that year. The request to use the accrued leave will conform to the same procedures in this agreement for annual leave except that if this accrued leave is not used the employee will be paid out the accrued leave at his/her base rate. Any overtime worked during an emergency closure will be compensated in accordance with Article 23 Overtime.

ARTICLE 48. 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 49. 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 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 17 Job Classification and Pay Practices of this Agreement.

ARTICLE 50. 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 51. 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 52. 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 53. DURATION OF AGREEMENT

- 1. Except as otherwise provided herein, this Agreement shall be in full force and effect July 1, 2019 through June 30, 2022.
- 2. Pursuant to NRS 288.150 this Agreement or any provision herein may be automatically reopened for negotiations upon written request by the Employer during periods of fiscal emergency.

STOREY COUNTY	AFSCME-COMSTOCK CHAPTER
Marshall McBride, Chairman Storey County Commission	Tobi Whitten, President AFSCME Comstock Chapter
Lance Gilman, Vice-Chairman Storey County Commission	Rachel Ferris, Vice-President AFSCME Comstock Chapter
Jay Carmona, Commissioner Storey County Commission	
APPROVED AS TO FORM: Anne Langer, District Attorney	Signed Commissioner Meeting

Note: The following is a draft tentative agreement between the parties. Proof-reading is still occurring and minor changes may be brought to the board for consideration at the meeting. Please contact Storey County Human Resources 775.847.0968 with questions.

AGREEMENT BETWEEN STOREY COUNTY, NEVADA AND

COMSTOCK CHAPTER, AFSCME LOCAL 4041

JULY 1, 2016 JUNE 30, 2019

JULY 1, 2019 – JUNE 30, 2022

PREAMBLE

This Agreement is made and entered into this *1st* day of July, 2016 2019, 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.

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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 union is divided into the following two bargaining units for the purposes of this agreement.

- 1. Bargaining Unit A (Non-Supervisory): Pursuant to the provisions of the Local Government Employee Management Relations Act, Statutes of Nevada, the county recognizes the union as the exclusive bargaining agent for all regular full-time (40 hr. week) and regular part-time (average 20+ hrs./week) non-supervisory county employees listed as such in Appendix A of this agreement.
- 2. Bargaining Unit B (Supervisory): Pursuant to the provisions of the Local Government Employee Management Relations Act, Statutes of Nevada, the county recognizes the union as the exclusive bargaining agent for all regular full-time (40-hr. week) and regular part-time (average 20+ hrs./week) supervisory county employees listed in Appendix A of this agreement.

Note: The following is a draft tentative agreement between the parties. Proof-reading is still occurring and minor changes may be brought to the board for consideration at the meeting. Please contact Storey County Human Resources 775.847.0968 with questions.

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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 EXCLUSION

This Agreement complies with NRS 288 by separating supervisory and non-supervisory employees into separate units pursuant to Article 1.

ARTICLE 3. DEFINITIONS

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. "Anniversary Date" means the date on which the employee starts work as indicated inwriting in an offer of employment, is reclassified or promoted to a new job classification, or a less than part-time or regular part-time employee becomes a full-time employee. The date on which an employee is demoted to a lower pay range, reassigned, or transferred to alternative positions where their talents or skills maybe best utilized to their own or the organization's benefit, or where they are better able to perform the job in accordance with required standards, is not an Anniversary Date.
- 2. "Confidential Employee" means an employee occupying a position which by the nature of its duties has access to decisions of management affecting employee relations and has been designated confidential by the Personnel Director with concurrence of the County Manager. In addition, it includes any employee occupying the County Manager's Office and Human Resources. Confidential employees are not covered by this Agreement.
- 3. "Department Head" means an appointed or elected official directly responsible to the County Manager and his/her designee, or the electorate for the overall administration of a department.
- 4. "Supervisor" means the department head or his/her designee <u>an employee</u> who is responsible for directing the work of other employees. The immediate supervisor is the person to whom the employee directly reports and from which is provided direction regarding work. Unless stated otherwise in this agreement, the "supervisor" means the department head or his/her designee.
- 5. "Regular Full-Time Employee" means an employee who has been retained in a regular position after completion of the probationary period, and whose regular workweek consists of at least 40 hours and whose work year includes at least 2,080 hours in a 12 month period. This definition shall be construed throughout the contract to mean that a full-time workweek consists of at least 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.
- 6. "Regular Part-Time Employee" means an employee in a position which is considered half-time or more (i.e., 1040 2079 hours in a fiscal year period) according to the full-time work schedule of the employer. Employees who work 1,039 hours or less in a year

are "Casual Employees" and are not subject to this agreement.

7. New Hired and Promoted Employee Evaluation Periods

"Probationary Employee" means an employee who is undergoing a working evaluation period during which s/he is required to demonstrate his/her ability to carry out the duties of the position to which hired.

- a. The new hire probation period pursuant to this agreement is 12 months.
- b. Newly hired probationary employees are employed "at-will" and are excluded from the coverage of this agreement. They may be laid-off or discharged from employment during this period for any reason with or without cause. After successfully completing the new hire probationary period, the employee shall be deemed to be a regular employee and subject to this agreement, and shall acquire seniority from his/her first date of hire.
- c. A probationary employee who transfers laterally within the same classification (e.g., Admin. II in one department to Admin. II in another department) must serve the remainder of the new-hire probationary period assigned to him/her upon hire.
- d. A regular employee who is promoted to a position in a higher classification shall serve a "trial period" of 12 months in the new position. A probationary employee who is promoted to a position in a higher classification shall serve a "trial period" of 12 months in the new position and must concurrently complete the remainder of his/her new hire probation period. During the "trial period", the regular employee is not considered probationary; however, regular employees and probationary employees completing the remainder of their probation period must demonstrate satisfactory ability to carry out the duties of the position to which promoted. Unless the promoted employee is dismissed from employment for cause, the employee who failed the "trial period" in the new position will be restored to his/her previous classification or an equivalent classification if the previously held position is unavailable.
- e. An employee who is demoted to a lower classification is not required to serve a "trial period" for that position.
- f. An employee who changes from working <u>regular</u> part-time to regular full-time within the same classification shall have his/her new hire probationary period adjusted to credit actual hours worked over the past 12 months with Storey County in said classification, up to a maximum of 1,040 hours (6 months), toward completion of the new hire probation period.
- 8. Temporary, Intermittent, Casual, and Seasonal positions are excluded from the coverage of this Agreement. These positions may fill regular or non-regular positions.
- 9. "Base Rate of Pay" means the amount of pay the employee is designated to receive within the pay range for the employee's classification, excluding any additional types of pay, as demonstrated in Appendix A.
- 10. "Regular Rate of Pay" means the employee's base rate of pay plus other additional pay for which the employee's specific assignment may entitle him/her.
- 11. "Regularly Scheduled Shift" means the shift created by the department that is the same schedule for at least 30 days.

- 12. "Recall" means the procedure under the provisions of Article 40 of this agreement for the return of employees who have been laid-off from employment.
- 13. "Reinstatement" means restoring of a permanent employee to his/her previous position under the provisions of Article 40 of this agreement.
- 14. "Work Week" means 7 consecutive periods of 24 hours which may begin on any day and at any hour of the day. "Working Week" shall have the same meaning.
- 15. "Work Day" means a period of 24 consecutive hours which begins when the employee begins work. "Working Day" shall have the same meaning.

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

Union business will comply with NRS 288. 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 permission of the County Manager or his/her designee 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 website or a designated location(s) 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

Release time for negotiations, grievances, and union business will comply with NRS 288.

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. The right to require each employee to demonstrate positive attitude and progressive action through the display of professionalism, courtesy, tact, punctuality, attendance, and discretion in all interactions with coworkers, supervisors, and the public; use common sense and discretion; remain safe, socially moral, lawful, affective, adaptive, and efficient while performing the duties of his/her job.
- e. 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: JOB CLASSIFICATIONS and PAY PRACTICES

1. Pay Practices

The job classes and corresponding rates of pay shown in Appendix A have been established by formal action of the Board of County Commissioners effective July 1.

2016 adoption of this Agreement. The following adjustments and cost of living increases (COLAs) shall apply for the duration of this agreement:

- a. Year 1 (2019/20)
 - i. 2.0% chart increase for all employees.
- b. Year 2 (2020/21)
 - i. 2.0% chart increase for all employees.
 - ii. 2.5% COLA added for "capped" employees in form of calculated COLA.
 This is added to the chart increase above.
- c. Year 3 (2021/22)
 - i. 2.0% chart increase for all employees.
- d. Notes:
 - i. <u>Chart increases will take effect on the first workday of the first full pay</u> period of the new fiscal year.
 - ii. See also Article 21 Cost of Living Increase (COLA).

The rate of pay for each class that is a non-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 biweekly 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 a.m. 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 department head, and with the approval of the Personnel Director and notification to the Payroll office.

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 office and the Employee will receive the adjusted amount on the next paycheck.

2. 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 office.

3. Incentive Pay

- a. **Bilingual Pay.** Upon recommendation of the department head and approval by the Personnel Director, employees are eligible to receive bilingual pay in the amount of 2.5 percent of their base pay provided that the following criteria in this subsection are met. The employee may make the request directly to the Personnel Director if s/he demonstrates valid evidence that such request was made to the department head. The decision to provide bilingual pay is subject to approval of the Personnel Director, including with recommendation by the department head.
 - i. The employee's assigned duties must require them to communicate in a second language at least approximately 15 percent of their work time; and
 - ii. As a prerequisite to receiving bilingual pay, the employees must demonstrate written and verbal fluency in the second language. If there is uncertainty as to whether the employee is fluent in the second language, the employer may, at the discretion of the Personnel Director, require an employee to demonstrate fluency in the second language by successfully passing a qualified bilingual proficiency exam. The examination chosen will be as mutually agreed by the employer and union.
- b. 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 head 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. I An employee who is assigned as the Terminal Agency Coordinator (TAC) will receive 2.5 percent differential pay added to his/her base pay for the entire duration that the employee is assigned as the TAC. No more than one employee in any department may receive TAC differential at any given time.

c. Field Training Officer (FTO) Pay. An employee Employees in the Communications Series, and no other employees, who is are designated by his/her supervisor to perform the duties of a field training officer (FTO) shall receive an additional one dollar (\$1.00) per hour 5 percent base pay for all hours actually spent functioning as an FTO. The employee is determined to be functioning as an FTO when s/he is assigned to and actively engaged in training another employee to perform specific duties applicable to the job and is recording the progress of that trainee for reporting to the department head (e.g., completion of a "Daily Observation Report [DOR]" for the Communications series). Subject to approval of the Personnel Director, the department head shall have the discretion to make the FTO assignment and to remove someone from such assignment.

ARTICLE 18. ACTING PAY

An Employee who is assigned additional responsibilities in a higher classification recognized within the bargaining unit for a minimum of 10 consecutive working days or more shall be entitled to temporary duty pay in the amount of 5 percent of the Employee's current rate of pay in addition to the Employee's regular rate of pay for the duration of the assignment. Employees may be required to temporarily assume the majority of the duties of a higher level class. This is a short-term remedy when temporary replacement is required for an incumbent of a position who is not available to perform the duties of the position, such as during extended absence, or when there is a vacant position in a higher class requiring the temporary assignment of duties prior to filling the position. The employee will be provided acting pay when the duration of the assignment is 5 consecutive work days or longer, whether the consecutive days worked is regularly scheduled, not regularly scheduled, or includes overtime worked.

The amount of acting pay is 5 percent of the acting employee's base rate of pay, and the acting pay applies to the entire duration of the assignment. Acting pay will be paid retroactively to the first day of the assignment, provided that the conditions listed in this article are met.

The employee may not be assigned to the higher level class duties for more than 6 consecutive months unless specifically approved by the Personnel Director and/or Administrative Officer, who may extend the assignment for not more than an additional 6 months.

The foregoing is subject to approval of the Personnel Director with concurrence by the County Manager.

ARTICLE 19. MERIT INCREASE

Employees who maintain a performance evaluation of standard or better are eligible to receive merit increase in pay. There are 10 steps in the salary range for each job classification. Performance review procedures are pursuant to Performance Review Policy for Storey County Peer- and self-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 employee 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 percent one-step pay increase in recognition of an overall Meets or Exceeds Expectations performance rating for a maximum of 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 in-writing to improve the employee's performance. If within 3-6 months the employee has corrected the deficiency as evidenced by a formal employee evaluation form, the merit salary increase will be granted and paid from that date. The employee's anniversary date will not change. At the employee's request, at least 2 meetings involving the employee, department head, personnel director, and a representative of the employee's choosing will be held prior to the expiration of the 6-month period. The intervals will be as agreed in-writing by the employee and the personnel director.
- 3. If an employee has not been evaluated within 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 processes explained herein.

ARTICLE 20. RECLASSIFICATION

Note: As indicated in the Classification Plan for Non-Exempt AFSCME Comstock Chapter Employees attached hereto, the assigned wage grade for the following series is subject to a comp-study and renegotiation for possible amendments for year-three of this agreement effective 07/01/2021 thru 06/30/2022 as approved by the Board of Storey County Commissioners and the Union.

Reclassification means the allocation of a position to a different class which results from changes and duties of the position, but not necessarily the position's incumbent employee. The reclassification may be to a newly created class or an existing class in the classification plan. The following apply to reclassifications.

- 1. When a department head believes that the duties of an existing position have changed to the extent they no longer fit within its assigned class or no longer conform to changes of the organization (or department), the duties of the position will be reviewed and, if appropriate, the position may be reclassified to the appropriate class.
 - Reclassification of a position shall not be undertaken as a substitute for discipline or hiring practices, nor to effect a change in salary or wages in the absence of a significant change in assigned duties and responsibilities.
- 2. An employee may submit a written request to the department head requesting a reclassification study of a position if s/he believes that the position's specifications, duties, and responsibilities have changed, both in number and variety, as to cause a significant and permanent workload increase. The department head shall submit the request to the Personnel Director for review. In the event that the department head fails or refuses to submit the employee's request to the Personnel Director within 30 days of receipt, the employee may submit the written request directly to the Personnel Director.
- 3. The Personnel Director will determine if the position requested to be studied will be reclassified to a new class.
- 4. A change in a position's class does not constitute the sole basis for determining whether the employee in the reclassified position will also be assigned to the new position.
 - a. The decision to reclassify a position shall be made by the Personnel Director with the concurrence of the County Manager.
 - b. The decision to place the current employee in the new class of the position shall be based upon the qualifications and job performance of the employee.

The employee will be assigned to the class whenever a position is reallocated to a higher class and the employee has satisfied the following requirements:

- i. Completes the trial period for the position as previously allocated;
- ii. Demonstrates acceptable or better job performance; and
- iii. Possesses the knowledge, skills, and abilities required for the higher class.
- c. Whenever a position is reclassified to a lower level class, the employee will be placed in the lower level class effective the first day of the pay period which follows the approval of the reclassification.
- d. Responsibility pay shall be paid back to the date on which the formal request for reclassification was received by the Personnel Director, unless the request specifies a different date for it to become effective.

ARTICLE 21. COST OF LIVING ADJUSTMENT

- 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 50 percent of any PERS increase for that year (see Figure 1).
- 2. For years in which no PERS contribution rate change 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 2.2.5 percent for that year. <u>This will occur on July 1</u>, 2020 only.
 - a. Each Employee who is not capped in the ten-step salary schedule shall not be granted a Cost of Living increase for that year.

		The Salas Sa
Capped Employee	50% PERS	2 -2.5% COLA
Non-Capped Employee	50% PERS	None

Figure 1: The table corresponds to Article 21, Subsections 1 and 2. The contribution rate to the Public Employees' Retirement System (PERS) is revisited during each Legislative session.

ARTICLE 22. HOURS OF WORK

A. Regularly Scheduled Shift

1. As defined in Article 3 Definitions, a work week means 7 consecutive periods of 24 hours which may be on any day and at any hour of the day.

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.

Except as may be otherwise provided, an employee who occupies a regular full-time position shall normally work 40 hours exclusive of meal breaks in each week. Nothing contained herein shall be construed as limiting or preventing the county from establishing other work shifts as need arises. Workweeks are as follows:

- a. Employees working a 5-day, 40-hour week (designated 5/40) shall work 8 hours per shift for 5 shifts within the workweek, and shall receive 2 consecutive 24-hour periods off.
- b. The department head may authorize employees to work 4-day, 40-hour weeks (designated 4/40). Employees working 4-day, 40-hour weeks (designated 4/40) shall work 10 hours per shift for 4 shifts within the workweek, and shall receive 3, 24-hour periods off, of which 2, 24-hour periods must be consecutive.

- c. The department head may schedule employees an alternative work schedule and workweek when appropriate and in accordance with NRS 281. If the department head 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 department head. All schedules are subject to the approval of the Personnel Director.
- 2. Any changes to an Employee's permanent regularly scheduled workweek shall require a 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 department head.
- 3. Subject to the provisions of NRS 288.150, nothing herein shall be construed to limit the authority of the county to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies.

B. Shift Differential Pay

Shift differential pay is defined as the premium paid to the employee above his/her regular hourly base rate of pay for all hours worked during the shift if 50 percent or more of the regularly schedule_shift falls between 1800 hours and 0600 hours. The differential rate shall be 5 percent of the Employee's base payNo shift differential pay will be provided during times when the employee is absent from work while taking sick or annual leave, holiday (not worked) leave, or other leave with pay, even though the employee during those times may be assigned to a shift that qualifies for the differential. No shift differential will be paid for standby hours. Employees who work swing shift and/or graveyard shift earn shift differential pay as set forth in this section.

- 1. Swing shift begins at 6:00 p.m. and ends at 11:59 p.m.
- 2. Graveyard shift begins at 12:00 a.m. and ends at 5:59 a.m.
- 3. Shift differential pay is calculated from the employee's base rate of pay.
- 4. Overtime worked within the shift differential period counts as time worked for determining eligibility for shift differential pay.
- 5. <u>Non-Communications series employees receive shift differential pay for all regularly scheduled hours worked when 50 percent or more of those hours fall on swing shift or graveyard shift.</u>
- 6. Communications series employees receive shift differential pay as follows:
 - a. Swing Shift 3 percent shift differential pay for all hours worked on swing shift;
 - b. <u>Graveyard Shift 5 percent shift differential pay for all hours worked on the employee's entire shift, not just those on graveyard, when 50 percent or more of those hours fall on this shift;</u>
 - c. Hours in the (a) and (b) categories above need not be regularly scheduled hours.
- 7. No shift differential pay is provided during times the employee is absent from work while taking sick or annual leave, holiday (not worked) leave, or other leave with pay or without

- pay, even though the employee during those times may be assigned to a shift that qualifies for the differential. No shift differential will be paid for standby hours.
- 8. An employee not in the Communications series shall receive shift differential pay equaling 5 percent of base pay for all regularly scheduled hours worked on a regularly scheduled shift if 50 percent or more of the regularly scheduled hours fall between 1800 and 0600. No shift differential pay will be provided for overtime worked.
- 9. An employee in the Communications series shall receive <u>shift</u> differential pay in addition to base pay on all hours worked, including overtime hours worked, in the following manner:
 - a. Swing Shift: Employees in the Communications series who work a shift that includes 1800 hours earns differential rate of 3 percent of the employee's base rate of pay for all hours worked, including overtime hours worked, between 1800 and 0600 hours.
 - b. Graveyard Shift: Employees in the Communications series who work a shift in which 50 percent or more of the shift falls between 2400 hours and 0600 hours earn differential rate of 5 percent of the employee's base rate of pay for all hours worked, including overtime hours worked, on that entire shift.

B. Rest and Meal Periods

Regular employees, except Communications series employees, shall receive one 15 minute paid rest period near the midpoint of each half of the workday. No employee shall work more than 4 consecutive hours without either a rest period or a meal period. Communications series and Virginia City Tourism Commission employees shall be provided short breaks as needed, such as restroom breaks, up to 15 cumulative minutes throughout the first half of the shift (or 6 hours) and 15 cumulative minutes throughout the second half of the shift (or 6 hours); however, the employees shall at all times be responsible to ensure zero disruption/gap to dispatch service, including when s/he is the only person on-shift. Rest periods may not be delayed to the end of the workday to enable an employee to leave work early.

Employees, except Communications series employees, who work more than 4 consecutive hours, including a rest period, shall be given a minimum of 30 minute meal period before beginning the sixth hour of work. Employees, except Communications series employees, working an alternate work schedule will take a minimum 30 minute meal period near the midpoint of the workday and a 10 minute rest period per each 3 ½ hours of work. The meal period for employees in the Public Works Department shall be 30 minutes near the midpoint of the workday. Meal periods will be uninterrupted and unpaid, during which no work is performed.

Meal periods, but not break periods, may be waived if an employee signs a waiver with the department head's approval waiving his/her meal period. Meal period waivers shall apply to each individual employee who signs the waiver. Each employee may individually choose not to sign a meal period waiver, and thus be allowed to take his/her meal period in accordance with this Article. The department head may deny any and all meal period waiver requests. The department head may adjust the employee's schedule to accommodate the meal period waiver, or may be subject to overtime pay requirements.

Work shall be scheduled in a manner which allows employees, except Communications series employees, rest periods and meal periods. The department head, 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 series and who have signed a waiver of lunch breaks are excluded from this Article as it pertains to meal periods unless stated otherwise.

ARTICLE 23. OVERTIME COMPENSATION

Employees shall earn overtime compensation for hours worked in excess of 8 hours in 1 day unless they have a regularly scheduled workweek of 4, 10-hour days, or a variation between 5, 8-hour days (5/8s) and 4, 10-hour days (4/10s). However, if employees sign and are approved by the Personnel Director for a variable workweek as allowed by NRS 281.100, employees will earn overtime compensation only for hours worked in excess of 40 in the workweek (see also Article 22 Hours of Work). If a variable workweek agreement has not been signed by the employees and approved by the Personnel Director, daily overtime compensation will be paid.

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 by under call back pay.

All overtime hours must be authorized in advance by the department head. Overtime will be compensated at the overtime <u>rate of time and one-half of the employee's</u> regular rate of pay. The regular rate of pay includes all monetary payments made to the employee, including shift differential, hazardous duty, incentive, and longevity pay.

Annual leave, sick leave, and worked/unworked holidays in Articles 26 Vacation/Annual Leave and 33 Holiday Pay, respectively, are included as time worked.

Non-Communications Series Employees:

Overtime work shall be offered to eligible and qualified employees in the classification involved, in order of their seniority. If an employee declines the offer of overtime work, such overtime work shall be offered to the next employee in the classification involved, in descending 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.

Communications Series Employees:

For the purposes of overtime to fill vacancies and/or prescheduled leave, an overtime list will be maintained in in each department. The list will include all eligible and qualified bargaining unit members who desire to work overtime during staffing absences. A rotation procedure will be incorporated into the list. The initial list will be established beginning with the eligible and qualified employee having the most full-time continuous service with the employer with other eligible and qualified employees listed in descending order based on seniority. The list will be reset the same way January 1 of each year. The employer reserves the right to mandate an employee to work overtime when no other eligible and qualified employee is available on the rotation eligibility list. This does not include immediate need for shift coverage.

Alternatively, overtime may be compensated at the rate of 1.5 hours of compensatory-time-off ("comp-time") for each hour of overtime worked. Employees may not accrue more than 60-120 hours of comp-time per calendar year. Comp-time balance shall be paid-out at the rate it was earned as a check payment on the first payroll period in December last payroll period of November of each year. The employee must give at least 14 days of notice to the department head before taking time off work. Time taken off from work is subject to approval of the department head.

If an employee on or before October 15 requests comp-time leave in-writing and his/her request is denied for any reason at any time, the employee is entitled to payment for the comp-time accrued in accordance with the previous paragraph. If at any time the denial of the requested annual leave is reversed and the employee is allowed to take the accrued comp-time off between October 15 and December 31, the employee shall not receive the payment described above, or must forfeit payment already made to him/her back to the county by December 31 of that year or at a later date as determined by the Comptroller's Office.

ARTICLE 24. CALL BACK

When required, the department head may call back to duty one or more employees. Call back pay is defined as compensation earned for returning to the <u>any designated</u> work site for duty after the employee has completed his/her shift, departed from the work site, and is off duty for a period of time, and then is required to return to the work site with less than 12 hours of notice, except for any employee who is called into work while on standby status.

Any employee who is required to return to work by the department head in accordance with NRS 286-281 shall receive a minimum of 2 hours pay at overtime regular rate of pay. Time worked in addition to the initial 2 hours shall be compensated at overtime regular rate of pay for all time actually worked. Call back pay shall only be paid for hours worked outside of the employee's regularly scheduled shift. An employee's regularly scheduled shift shall not be changed to accommodate a call back. Call back will be reported to PERS in accordance with the Official Policies of PERS.

Note: Overtime will be compensated at the overtime regular rate of pay. The regular rate of pay includes all monetary payments made to the employee, including shift differential, hazardous duty, incentive, and longevity pay.

ARTICLE 25. STANDBY

Due to staff limitations, it may be necessary for the department head to issue written assignments to employees to be on standby, to handle overtime work which may arise during other than normal working hours. Standby is defined as time by which an employee is required, as demonstrated in-writing or corresponding documentation, to be prepared to accept notice to return to work via telephone, electronic device, or other means, and remain within 40 minutes of drive time to the work site.

Standby status for employees may only be approved by the department head of the Communications Department, Building Department, Planning Department, and Public Works

Department. All other employee standby status requires prior approval of the County Manager or Personnel Director.

An Employee shall receive of $\$2.00 \ \underline{\$3.00}$ for every hour s/he is in standby status or $\$3.00 \ \underline{\$4.00}$ for every hour s/he is in standby status on a holiday.

When an employee commences performance of his/her regular duties after receiving notice to return 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 is directed to be available to work as described in the first paragraph of this Article.

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.

ARTICLE 26. VACATION (ANNUAL LEAVE)

1. Annual Leave Accrual

- a. All eligible full-time and part-time (working an average of 20 hours or more per week) employees are eligible to take accrued annual leave time off after 6 months of employment. The eligible employees will be credited with an equivalent of 6 months of earned annual leave at the appropriate accrual rate at the end of 6 months of employment. Exceptions to this section are included in Article 40 Layoffs and Recall. Other exceptions may be made under extenuating circumstances with approval of the department head and the Personnel Director.
- b. Regular employees continually scheduled to work an average of 20 hours or more per week will accrue annual leave.
- c. Employees do not accrue annual leave for overtime hours worked.
- d. Regular part-time employees will accrue annual leave on a pro-rated basis.
- e. Accrual of annual leave for eligible employees is as follows:
 - Date of hire to 5 years
 Following 5 years of employment
 = 0.0769 per hour on paid status

Years of Service	Hours Earned	Maximum Hours/Year
Less than 5 years	0.0577 / hr.	<u>120</u>
5 years but less than 10 years.	0.0769 / hr.	<u>160</u>
10 years and more.	0.0865 / hr.	<u>180</u>

Except as noted, all accrual rates are expressed in terms of fractions of an hour earned for every regularly scheduled hour worked on paid leave. Annual leave is not accrued for any other hours. Annual leave is accumulated to the employee on a biweekly basis coinciding with pay periods.

- f. Annual leave credits are accrued for each pay period the employee is in full pay status for a major portion of his/her regularly scheduled biweekly hours. Annual leave is not accrued during leave of absence without pay. No employee may accrue more than 240 hours of annual leave in a calendar year.
- g. No employee may accrue more than 240 hours of annual leave in a calendar year.

Annual Leave Use and Payout

- a. Annual leave hours taken are subject to staffing requirements. An employee will be paid at his/her regular hourly rate for each hour of annual leave time taken. Annual leave taken during a biweekly period is charged before annual leave earned during that pay period is credited.
- b. Holidays as defined by Article 33 Holiday Pay occurring within the annual leave period will not be counted against annual leave hours. An employee becoming ill while on annual leave will have leave charged to accrued sick leave upon request and upon presentation of proper documentation.
- c. Annual leave preferences will be granted in order of seniority. For purposes of this section, seniority is determined by Article 39 Seniority.
- d. Employees shall request annual leave by providing a minimum of 14 calendar days of notice to the department head. An exception to this 14 day requirement may be granted by the department head after considering the circumstances that warrant such exception and the convenience and conventionality of the department.
- e. If an employee on or before October 15 requests annual leave in-writing and his/her request is denied for any reason at any time, the employee is entitled to payment for any annual leave accrued in excess of 240 hours that s/he requested to take and which s/he would otherwise forfeit as the result of the denial of his/her request. The payment for the employee's unused annual leave is capped at 60 hours per calendar year and must be made to him/her no later than January 31 of the following year. If at any time the denial of this requested annual leave is reversed and the employee is allowed to take the annual leave time off between October 15 and December 31, the employee shall not receive the payment for annual leave in excess of 240 hours described above, or must forfeit payment already made to him/her back to the county by December 31 of that year or at a later date as determined by the Comptroller's Office.
- f. An employee becoming ill while on annual leave shall have leave taken while ill charged to sick leave upon request and upon presentation of proper documentation.

Annual Leave Compensation at and After Termination

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

b. Upon termination from employment, other than for cause, the employee shall be compensated at their base hourly rate for the total number of annual leave hours accrued (up to 240 hours).

ARTICLE 27. SICK LEAVE & BEREAVEMENT LEAVE

A. Accrual and Use of Sick Leave

1. Accrual of Sick Leave

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

- a. All eligible full-time and part-time (working an average of 20 hours or more per week) employees will accrue sick leave at the rate of 0.0577 hours per each regularly scheduled hour worked or on paid status. Sick leave is not accrued for any other hours.
- b. All eligible full-time and part-time (working an average of 20 hours or more per week) employees are eligible to take accrued sick leave time off after 60 days of employment. The eligible employees will be credited with the equivalent of 60 days of earned sick leave at the appropriate accrued rate at the end of 60 days of employment. Exceptions to this section in Article 40 Layoffs and Recall after Layoff apply. Other exceptions may be made under extenuating circumstances with approval of the department head and the Personnel Director.
- c. Sick leave hours are earned and credited to the employee on a biweekly basis, coinciding with pay periods.
- d. Sick leave shall be charged on the basis of actual time used to the nearest one-quarter (1/4) hours.
- e. Unused sick leave will be credited to the employee's sick leave balance to a maximum accrual of 960 hours. Sick leave accrual will cease when the employee's total year-end (calendar year) balance reaches 960 hours, until the balance falls below 960 hours.
- f. Holidays occurring during sick leave periods shall be counted as holidays, not sick leave.

2. Use of Sick Leave

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

- a. His/her own physical illness or injury;
- b. His/her own exposure to contagious diseases or when attendance at work is prevented by public health requirements;
- c. The need to care for an ill or injured dependent child, spouse or domestic partner, parent, or any other legal dependent who is dependent upon the employee for support;
- d. Medical or dental appointments for the employee, provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the workday;

- e. Any disability, including disability caused or contributed to by pregnancy, miscarriage, abortion, or childbirth;
- f. Death of the employee's spouse or domestic partner, children, parents, siblings, grandparents, grandchildren, parents-in-law, siblings-in-law, or other legal dependents; however, the automatic granting of sick leave for this situation shall be limited to five working days, which may be extended upon the recommendation of the department head and approval of the Personnel Director.

Employees who are absent from work due to sick leave shall be at their residence, a medical facility, their doctor's office, or shall notify the department head of their whereabouts when using sick leave.

No employee may be entitled to sick leave while absent from duty because of disability arising from an injury purposely caused by willful or gross negligent misconduct.

3. Abuse of sick leave

Use of sick leave for purposes other than those listed in this Article is considered abuse of sick leave. Abuse of sick leave is cause for disciplinary action, up to and including termination. If the employer suspects abuse, it may require substantiating evidence which may include, but is not limited to, a certificate from a health care provider.

4. Illness during Annual Leave

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

5. Placing an employee on Sick Leave

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

6. Return to work

An employee on sick leave shall notify the department head as soon as the employee is able to return to work. An employee returning from an extended absence shall give as much advance notice of return as possible.

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

7. Sick Leave alternative

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

8. Donation of accrued Sick Leave

Employees may donate their accrued sick leave to those employees that do not have adequate accrued sick leave as provided for in Article 28 Catastrophic Sick Leave.

9. Sick Leave at separation

Upon termination of employment, other than for just cause, an employee who has accrued a minimum of 360 hours of sick leave shall be compensated for his/her total accrued sick leave hours at the rates shown in the following table up to a maximum amount of \$5,000.00.

Years of service	Rate of Pay	
5 but less than 10	12.5 cents on the dollar	
10 but less than 15	25 cents on the dollar	
15 but less than 20	40 cents on the dollar	
20 + years	50-60 cents on the dollar	

B. Procedure

1. Leave Approval

An employee shall submit a request for leave to the department head as soon as the need is known. The department head shall determine whether to approve the use of accrued sick leave and shall approve such a request whenever it is deemed reasonable.

2. Notification

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

3. Doctor's Certification

The employer may require an employee to provide a medical doctor's <u>physician's</u> certification that the illness/injury incapacitated the employee from performing his/her duties, was necessary for the employee to make full and timely recovery, or was appropriate to avoid the spread of a contagious disease. The certification will also verify the employee's fitness for return to work (fit-for-duty). A physician's statement is required when specifically requested by the supervisor or department head and may be required when the employee has been on sick leave for three or more days in a 30 day period.

4. FMLA Leave

FMLA leave is not considered sick leave. Refer to Policy 605 for all qualified leave under the Family and Medical Leave Act (FMLA).

5. Bereavement Leave

Bereavement leave shall be granted to any regular full-time or regular 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 3 scheduled shifts of bereavement leave per each occurrence, and shall not be charged to the employee's accumulated sick leave or other accrued leave. Bereavement leave in excess of 3 scheduled shifts may be charged to accumulated sick leave upon the recommendation of the department head and Personnel Director. The employee may use annual leave after accrued sick leave is exhausted.

ARTICLE 28. 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 injury which is life threatening, which requires in-patient care at a medical facility, or which renders an employee bedridden at home in lengthy convalescence. The illness or injury cannot be a result of the employee's gross criminal conduct.
- b. "Bedridden" means limiting an individual's ambulatory state to home allowing attention to in-home personal care needs, attend physicians' appointments, and receiving necessary medical treatment related to their catastrophic illness.
- c. "Life Threatening" means a condition which is diagnosed by a physician as creating a substantial risk of death.
- d. "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 Human Resources 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. The 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 the physician shall be on county time.

ARTICLE 29. 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 department head, 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 department head, 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 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 department head. However, in all cases where a Leave in excess of 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 6 months.
- 5. Effect of Leave of Absence without Pay on Employee Benefits.
 - a. Time spent on an unpaid Leave of Absence of over 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 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 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 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 department head 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 department head.
- 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 department head regarding prognosis and/or possible return date. Notify the department head 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 department head prior to the expiration of the Leave of Absence.
- b. The department head will review the absence request and forward it to the Personnel Director for approval.
 - 1. The department head 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 department head will ensure that a properly coded time sheet is submitted biweekly to the payroll department during the duration of the approved Leave.
 - 3. The department head may approve up to 24 hours of Leave to an Employee for emergency Leave, without loss of any accrued time.

ARTICLE 30. SERVICE CONNECTED DISABILITY

All eligible members shall be covered by a workers compensation program of the county's choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS 616) and the Nevada Occupational Disease Act (NRS 617) and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.

1. In the event an employee is absent from work due to a service-connected disability, approved pursuant to NRS 616 or 617, a supplemental amount from the county which would cause the total amount received by the employee from the service-connected disability and the county to equal his/her salary at the time of his/her disability. The supplemental compensation will start from the first day of absence or illness, but shall not exceed 60 calendar days for the same incident. During this period, the employee shall not forfeit any accrued sick leave. Successful completion of the probationary period is

- required in order to qualify for the supplemental compensation from the county.
- 2. It is the intent of the county to pay on-the-job injured employees (as outlined in this section) the difference between full biweekly wages and that provided pursuant to NRS 616 and 617 covering the period enumerated in Section 1 of this Article. No supplemental benefits shall be paid until after the employee's lost-time benefit check has been deposited with the County Treasurer.
- 3. If an employee who is entitled to disability compensation has not completed his/her probationary period, or if an employee who has received supplemental compensation for the maximum 60 calendar days is unable to return to work, s/he may elect to utilize accrued sick leave, during which period the employee shall receive compensation from the county as provided by NRS 281.390. If the employee is receiving no compensation for time missed from work though the workers' compensation program, the employee must use leave benefits to fully account for any absence.
- 4. When accrued sick leave has expired, if the employee is still unable to work and the employee is receiving compensation for time missed from work though the workers' compensation program, s/he will be permitted to use his/her accrued annual leave as sick leave. Subsequent to the expiration of both the employee's sick and annual leave, provided that the employee has so elected to use his/her annual leave as sick leave, the employee's compensation will be limited to that provided by NRS 617 or 617 and the employee will be placed in a leave without pay status. However, through written justification to the Personnel Director, exceptions to this Article may be approved by the county manager.
- 5. As a result of a licensed physician's evaluation and prognosis, it appears that the employee will not return to his/her regular county job within a 12-month period, the county may require a medical separation. Medical separation appeals of employees covered by this Agreement shall be handled in accordance with the procedures set forth in Article 45 Grievance Procedures.

ARTICLE 31. LEAVE FOR CIVIC DUTIES

Temporary Leave at full salary will be provided to each employee for jury duty, court appearances, and 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.

Paid leave, not requiring use of accrued leave, will be provided to the employee during the time that s/he is:

- a. Voting in a national and/or state election;
- b. Required to appear in court or administrative proceedings for reason arising out of the employee's employment with the county;
- c. Required to serve jury duty. In accordance with NRS 6.190, a person summoned to appear for jury duty, the employer and employee, agent, or officer of the employer, shall not, as a consequence of the person's service as a juror or prospective juror: require the person to use sick or annual leave; or require the person to work:
 - i. Within 8 hours before the time at which the person is to appear to jury duty; or

ii. If the employee's service has lasted for 4 hours or more on the day of his/her appearance in a jury duty, including the person's travel time to and from the place where court is held, between 5:00 p.m. on the day of his/her appearance for jury duty and 3:00 a.m. the following day.

The employee may use accrued annual leave, or the employee may take leave without pay, when s/he must take leave for the reasons shown in sections (a) and (b) below. Under these circumstances, the employee is not required to provide notice of intended leave per the subject articles, but the employee must provide notice of leave to the department head within 2 work days of knowing about the upcoming leave.

- a. <u>Required to appear in court or legal administrative proceedings for personal reasons or any reason not arising out of the employee's employment with the county;</u>
- b. A court case or legal proceedings in which the employee has a pecuniary interest, including, but not limited to, a civil case that s/he has against the county or agent thereof.

Also see Article 32 Military Leave for leave for selective services.

Employees subpoenaed or otherwise required to appear in court or at administrative proceedings arising out of his/her employment with the county, including when the employee is personally sued in connection with this/her employment with the county, 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. This provision does not apply to any case in which the employee has a pecuniary interest such as when the employee may be a beneficiary to any ruling or settlement arising out of court action or settlement with the county.

The employee shall claim any jury, witness, or other fee to which s/he may be entitled by reason of such appearance and pay such fees, except mileage, to the County Treasurer within 5 working days of receipt, to be deposited by the applicable fund of the county.

The department head may not deny leave taken for the reasons in this Article.

No civil case shall be covered by this Article in which the employee has an interest.

In accordance with NRS 6.190, a person summoned to appear for jury duty, the employer and employee, agent or offer of the employer shall not, as a consequence of the person's service as a juror or prospective juror:

- 1. Require the person to use sick or annual leave; or
- 2. Require the person to work:
 - a. Within 8 hours before the time at which the person is to appear to jury duty; or
 - b. If the person's service has lasted for 4 hours or more on the day of his/her appearance in a jury duty, including the person's travel time to and from the place where court is held, between 5:00 p.m. on the day of his/her appearance for jury duty and 3:00 a.m. the following day.

ARTICLE 32. MILITARY LEAVE

Any employee who is a member of the organized U.S. Army, Navy, Air Force, Coast Guard, Nevada National Guard, or Marine Reserves shall continue to receive their regular pay from the county as prescribed by NRS 281.145, and any benefits as provided by the Uniform Services

Employment and Reemployment Rights Act of 1994. Employees may choose to use annual leave and compensatory time before taking leave without pay. The employer cannot require that annual leave 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.

Any Employee who is a member of the organized U.S. Army, Navy, Air Force, Coast Guard, Nevada National Guard, or Marine Reserves shall continue to receive paid military leave as prescribed by NRS 281.145, and any benefits as provided by the Uniform Services Employment and Reemployment Rights Act (USERRA) of 1994.

Employees may choose to use accrued annual leave before taking leave without pay. The Employer cannot require that annual leave 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. This includes, for example, merit step and seniority. The Employer shall 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 rates are based on seniority. Employees do not accrue Annual and Sick Leave while on Military Leave unless other Employees, including those outside of the bargaining unit, are allowed to do so.

This Article recognizes that the USERRA and NRS 281.145 governing paid military leave provide hours to the Employee equivalent to 15 working days of paid military leave in a 12-month period beginning January 1 and ending December 31 of each year (i.e., the calendar year). This Article recognizes that 15 days means 15 regularly scheduled shifts regardless of the number of hours in a regular shift. The Employer recognizes that the applicable regulations intend to provide "hours" equivalent to 15 "workdays" and, therefore, fractions of days taken are deducted in hour increments.

For example, Employees working regular 12-hour shifts are entitled to an equivalent of 15 working days of paid military leave, and this equates to 180 hours of leave within a 12-month period. Employees working regular 8-hour shifts are also entitled to an equivalent of 15 working days of paid military leave, and this equates to 120 hours of leave in the same period. Military leave is granted and calculated in days or one-quarter fractions thereof. Partial day calculations will be calculated to the closest one-quarter of a day using the employee's current regularly scheduled hours.

The employee must provide the department head call-to-duty orders documentation within one week of receipt of the order, unless the order calls the employee to duty in less than that time.

Bargaining unit members may donate accrued annual leave to any military member who is at the time on active duty and who has exhausted his/her allotted military time under the USERRA and NRS 281.145.

ARTICLE 33. HOLIDAY PAY

1. For the purposes of this Article, holiday pay shall be defined as a premium paid to

eligible employees related to holidays in accordance with NRS 236:

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)

Veterans 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 as a recognized federal holiday, except Columbus Day.

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 department head.

2. Holiday compensation for days worked.

Each regular full-time employee shall receive holiday compensation. The holiday compensation shall be equivalent to the employee's regularly scheduled shift – 8, 10, or variation between 8- and 10-hour shifts. If the employee is scheduled for 3, 12 hour shifts followed by 1, 4 hour shift during the regular workweek, the holiday compensation will be 12 hours. (See Articles 22 Hours Worked and 23 Overtime Compensation for explanation of allowed shifts and required overtime compensation.)

- a. Holidays worked during regular shift. An employee required to work his/her regularly scheduled shift during a recognized holiday shall receive their regular pay PLUS additional payment of holiday compensation computed at 1.5 the base-rate for the regularly scheduled shift, the combined total being 2.5 compensation.
- b. Holidays worked while on overtime. An employee required to work overtime on a recognized holiday shall receive overtime compensation computed at 1.5 of regular rate of pay for the overtime worked pursuant to Article 23 Overtime Compensation, PLUS holiday pay at 1.0 times the base rate, the combined total being 2.5 compensation.
- c. Employees in the Communications series and VCTC shall receive holiday pay and/or overtime holiday pay, as applicable, for hours worked on a holiday, regardless of the day of the week the holiday falls.

- 3. Holiday compensation for days not worked.
 - a. Employees who are not required to work on a recognized holiday shall receive holiday compensation equivalent to one (1) regularly scheduled shift.
 - b. Except for employees in the communications series and the Virginia City Tourism Commission (VCTC), if an employee's regularly scheduled day off falls on a holiday or observed holiday, the employee will be granted 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 department head.
 - c. If the regularly scheduled day off of a communications series and Virginia City Tourism Commission (VCTC) employee falls on a holiday, the employee may elect to take 1 regularly scheduled shift off in lieu of holiday pay within 30 days following the holiday as mutually agreed between the employee and department head. If the employee does not take the day off from work within this period of time, s/he will receive holiday pay at the next following payroll period.
- 4. Compensation for regular part-time employees. Regular part-time employees shall receive holiday compensation as provided in this Article based on their regularly scheduled shift.
- 5. Pay status. In order to receive holiday compensation, an employee must be in pay status immediately before and after the holiday.
- 6. Holiday bank time pursuant to subsection 3 of this Article will be paid to an employee upon separation for any reason except for a reduction in force with less than two weeks of notice.

ARTICLE 34. 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, Policy 505 Longevity Pay. 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. Policy 505 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 35. BENEFITS INSURANCE

- 1. Employee eligibility for health insurance benefits shall commence 60 days after hire, and to the first day of the next month.
- 2. The employer agrees to pay 100 percent 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 a prorated percentage of monthly premiums for health insurance based on actual hours scheduled to be worked for regular part-time employees working an average of at least 20 hours but less than 40 hours per workweek hired on or after July 1, 2005.
- 3. Employer agrees to pay \$30,000 in Life and Accidental Death and Dismemberment (AD&D) of for the employee for the term of this agreement.
- 4. For employees hired before July 1, 2014, the employer agrees to pay 100 percent of the monthly premiums for health insurance for the employee's dependents (up to age 26) and 100 percent for the employee's spouse who is not eligible for any other health insurance coverage on the same or greater percentage basis as that provided to the employee by Storey County. 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 50 percent of the cost of the spouse's coverage.
 - a. Each employee shall provide on a county-provided affidavit to the Personnel Office annual certification stating whether his/her spouses is eligible for any other health insurance coverage.
- 5. For newly hired employees hired on or after July 1, 2014, spouses and dependents are not eligible for employer contributions toward 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), whose position becomes, or who moves to a position that is or becomes, eligible for health insurance benefits; any employee who has had a break in service of no more than 18 months for any reason.
- 6. In the event that the bargaining unit of the Storey County Fire Protection District, the Storey County Sheriff's Office, 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 said level of coverage is offered to any employees excluded from

- coverage by collective bargaining agreement (with exception of those subject to statutory requirements), the union under this agreement may negotiate this Article.
- 7. E-As allowed by law and without federal penalties to the employer, an employee may opt out of employer-paid health insurance coverage and accordingly may receive 50 percent of the premium that the employer would have paid for employee only coverage. Premium percentage will be paid to the employee via payroll once per month and may will be considered taxable income. Employee opt-out may only be done once per year during the open-enrollment period. Any employee opting out of health benefits coverage must complete an employer-provided affidavit stating that the employee and his/her tax-family (e.g., spouse and dependents) will maintain minimum essential health coverage, other than coverage purchased in the individual market and Medicare, as required by the Affordable Care Act.
- 8. The employer shall allow one 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.
- 9. Legal Liability NRS Chapter 41 shall apply to represented employees, as appropriate

ARTICLE 36. 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 offer retirees, as defined under NRS Chapter 286, the option to continue coverage as required under NRS Chapter 287. Payment shall be made by the employer 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 that the employer would be required to pay if the retiree elected coverage with the insurance provider designated under the Public Employees' Benefits Program (PEBP).

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

ARTICLE 37. PAY & EXPENSES FOR EDUCATION, TRAINING, AND LICENSING

The following apply to expenses and reimbursements paid by the employer for education, training, certifications, and licenses related to the job.

- 1. Required Education.
 - a. Training and education which is required for the employee to maintain his/her licenses, certifications, credentials, and qualifications for his/her current job classification, and/or which are necessary to advance through his/her current job-

classification series shall be paid for by the employer and shall not be subject to the following subsections of this Article. All training and education shall be subject to approval of the department head. Expenses paid by the employer shall include textbooks and other materials required for the 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 and otherwise as required by the federal Fair Labor Standards Act (FLSA).

2. Discretionary Education.

Upon mutual agreement of the employee and employer, the employee, subject to prior approval of the department head and the Personnel Director, may pursue additional education benefits under this agreement. All mutual agreements that contain compensation and reimbursements must be in-writing. The following shall apply:

- a. The training must be related to the required skill or education for the employee's current position or to a logical career path <u>related to the employee's current</u> <u>position or department</u> with the employer.
- b. Only a regular full-time employee <u>after his/her probation period</u> is eligible for reimbursement <u>under this article</u>. 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 must 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 *for that course*.
- f. Employees who voluntarily terminate their employment with the employer will be required to pay back the employer for all discretionary education assistance under

this subsection 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 the remaining amount owed within thirty (30) days of the date of termination.

- g. Each Employee requesting <u>receiving</u> education 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 <u>specialized personal protective equipment (PPE) (e.g., protective devices as goggles, safety glasses and goggles, safety shoes/boots for special purposes, rubber boots and gloves, <u>HAZMAT suits and equipment</u>, and all other equipment necessary to protect Employees from industrial injury and health hazards). <u>Regular reinforced toe and similar shoes/boots are covered in section (4) below.</u> The Employer will replace all protective devices <u>PPE</u> 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.</u>
- 3. The Employer shall provide all Regular Full-Time Employees in classified positions in Public Works roads, <u>buildings and grounds</u>, water, and sewer, a clothing allowance of three hundred fifty dollars (\$350.00) annually. This allowance shall be paid in 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 the department head, 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/reinforced 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 2 years based upon receipts or other documentation to reimburse the Employee for the difference in price between steel-toed/reinforced toed equipment and footwear and similar

acceptable footwear without steel-toe protection. The 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/reinforced-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). The Department Head 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 department head, 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 department head within 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 on 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 AFTER LAYOFF

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 Director 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 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 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 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 president for the jobs being affected.

Recall After Layoff

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 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 department head or be considered to have abandoned his recall rights so long as said date is beyond 10 working days from the date of receipt of the notice of recall.
- 5. An employee recalled to a job classification with a lower rate of pay than his/her previous job classification may refuse such position and remain eligible for recalled. 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 the employer for the buyout.
- 7. Employees on a re-employment list shall retain eligibility for recall for a period of 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 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 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. 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 45 Grievance Procedure of this Agreement.

ARTICLE 43. PERSONNEL RECORDS

The Employer will maintain a personnel file on each Employee. The Employer shall maintain only one 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 department head, 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 department head and Personnel Director 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 department head or Personnel Director 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 44. 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 for just cause. Just cause may include, but not be limited to: inefficiency, incompetence, insubordination, moral turpitude, habitual or excessive tardiness or absenteeism, abuse of sick leave or authorized leave, withholding services, and violation of established work rules, policies, or procedures.

1. Personal Reprimand

Notification administered by a department head 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 department head 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 department head shall provide a copy of the warning letter to the Employee and ensure that the Employee signs one copy of the warning letter 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 reprimand. 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 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 department head 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 45 Grievance Procedure 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 45. GRIEVANCE PROCEDURE

1. Definitions

- a. Grievance: 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. **Grievant:** 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 Day: "Working days" for the purpose of a grievance or an appeal shall mean a weekday, Monday through Friday, excluding holidays.
- d. Grievance Board: The "Grievance Board" shall be composed of 2 grievance board members appointed by the employer and 2 grievance board members appointed by the union. The grievance board members serving on the grievance board must not have an evident conflict of interest such as being a party to or otherwise directly involved in the matter of the grievance, and they must be employees of Storey County or the Storey County Fire Protection District.

e. Grievance Screening Committee: The <u>"Grievance Screening Committee"</u> shall consist of any 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 union representative shall-may 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 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. The immediate supervisor shall have 5 working days to provide a decision to the employee. If the supervisor is the subject of the grievance, the employee will discuss the matter with the department head. If the department head is or is also the subject of the grievance, the employee may proceed directly to the grievance screening committee.

5. Grievance Screening Committee

A. The Grievance Screening Committee shall convene within 10 working days from the date the supervisor provides, or should <u>must</u> provide, a decision to the employee <u>pursuant to Section</u>

45(4) if the employee requests a formal grievance. The <u>screening committee</u> shall determine the validity of the grievance and decide whether or not to proceed 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

<u>If</u> the grievance screening committee determine<u>s that</u> there is no valid cause to proceed to a formal level grievance, the issue is no longer considered a grievance per this agreement <u>and the</u> matter shall not proceed to formal grievance levels.

5.6. Formal Levels

<u>Formal level grievances must include valid evidence that the Grievance Screening Committee</u> authorized the grievance to advance to the formal levels.

a. Level I: If a grievant is not satisfied with the resolution proposed at the informal resolution level, s/he may, the employee must within 10 working days of the receipt of such decision the grievance screening committee's authorization to proceed to grievance file a formal written grievance with his/her supervisor the department head. If the grievance involves the department head, the grievance will advance to Level II.

The grievance must describing the grievance describe the matter leading to the grievance; the supervisor's decision of the informal resolution; the specific section(s) of this agreement or county rules, regulations, and/or policies allegedly violated; and the remedy requested.

The supervisor <u>department head</u> may have a meeting with the grievant, and within 10 working days of receiving the grievance <u>the department head will</u> provide a written decision to the grievant.

If the supervisor-department head fails to respond provide a written response to the employee within 10 working days of receiving the grievance, the grievance, if non-monetary, shall be granted in the grievant's favor. If the department head fails to provide a written response to the employee within 10 work days of receiving the monetary-related grievance, the grievance shall advance to Level II. If the grievance contains a request for a monetary related correction, the grievance shall automatically advance to Level II

b. Level II: If the grievant is not satisfied with the decision rendered by the Supervisor <u>at</u>

<u>Level I</u>, or the grievance includes a request of monetary-related correction, the grievant may, within 10 working days from the receipt of such decision, <u>that the employer is</u>

<u>required to provide a decision</u>, file a <u>Level II grievance which is a</u> written appeal to the Personnel Director.

Within 10 working days of receipt of the written appeal—Level II request, 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 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. If the grievance board is deadlocked, the grievance may be advanced to Level III.

c. Level III: In the event that the grievance board is deadlocked, the grievant may within 10 working days of that decision request to the Personnel Director that the grievance is advanced to Level III, that being mediation. Within 10 working days of the Personnel Director receiving the grievant's request that the matter is advanced to mediation Level III, the parties shall request a mediator through the Federal Mediation and Conciliation Services (FMCS) to hear the grievance. The parties shall attempt to hold the mediation session within 20 days after contact with the FMCS. This timeline shall be extended based on the schedule of the mediator or by mutual consent of the parties.

If the parties cannot reach a resolution during the mediation meeting the grievance shall be advanced to Level IV. The grievance shall advance to Level IV if the parties cannot reach a resolution during Level III mediation or if the parties mutually agree to skip Level III mediation.

Nothing occurring in mediation may be referred to or introduced during fact-finding or arbitration. Level III applies as long as there is no cost for FMCS mediation services. If there is financial cost required to use FMCS mediation services, the grievance shall advance to Level IV immediately following Level II. The parties by mutual consent may skip Level III and advance directly to Level IV.

d. Level IV: In the event <u>that</u> the Grievance Board is deadlocked, the parties do not reach a mediated agreement at Level III, or <u>the parties</u> mutually agreed to skip Level III, the grievance may <u>escalate to Level IV and</u> 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 10 working days from <u>the last determination at Level II or Level III as applicable</u>. the date of the mediator's recommendation to which the parties disagree.

Within 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 10 working day period, a request for a list of 7 arbitrators may be made by either party to the Federal Mediation and Conciliation Service (FMCS). Within 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 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.

6.7. Ability to Arbitrate a Grievance

If any question arises as to the ability to arbitrate the grievance, and the grievant or the Union has decided to proceed, the following apply:

- i. If the grievance is a claimed violation, misapplication, or misinterpretation of this agreement or rules, regulations, or policies as defined in Section 1(a) of this Article not resulting in a verbal warning, written reprimand, or suspension of 1 to 3 days, the question regarding the ability to arbitrate the grievance shall first be ruled upon by the arbitrator selected to hear the dispute.
- ii. If the grievance is a claimed violation, misapplication, or misinterpretation of this agreement or rules, regulations, or policies as defined in Section 1(a) of this Article resulting in a verbal warning, written reprimand, or suspension of 1 to 3 days, a mediator through the FMCS shall consider the evidence presented by both parties regarding the claimed violation, misapplication, or misinterpretation and make a recommendation that the parties will accept as final and binding.

7.8. 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.

8.9. 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.

9-10. General Provisions

- a. If <u>Unless stated otherwise in this agreement</u>, 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, or by other valid documentation showing receipt by the addressee.
- e. The Personnel Director or County Manager may disagree with the supervisor or department head's decision at any time during the grievance process and reverse the decision of the supervisor and/or department head. In such a decision adversely impacting the grievant, the grievance shall be allowed to proceed to the next level. The Personnel Director or County Manager may also respond in-lieu of the department head for or against the department head's decision at any appropriate place.

10.11. 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 46. 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 Definitions of this Agreement, and is subject to all applicable State and Federal laws.

Article 47 Emergency Closure

This article applies when the State of Nevada or County Commission causes an emergency closure of Storey County or a portion thereof due to health, welfare, safety, or disaster.

Employees who are unable to report to work because of emergency closure will during such absence be paid their regular rate of pay for each day or portion thereof for up to 5 work days. Such employees during this time who are taking annual or sick leave (approved in-writing before the emergency closure) will be credited this time back to the applicable accrued leave and by the next pay period. No employee may use or request credit to accrued leave unless there is valid written evidence that the leave was approved before the emergency closure.

Employees who are required to report to work during emergency closures will be paid their regular rate of pay each day or portion thereof, and they will also be provided time off at a later period at the rate of 1 hour for each hour worked during the emergency closure. Employees who are normally off during the emergency closure will be provided the same time off at a later period and the rate of 1 hour for each our worked during the emergency closure. Employees described in this paragraph may maintain accrual of this leave until December 31 of that year. The request to use the accrued leave will conform to the same procedures in this agreement for annual leave except that if this accrued leave is not used the employee will be paid out the accrued leave at his/her base rate. Any overtime worked during an emergency closure will be compensated in accordance with Article 23 Overtime.

ARTICLE 48. 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 49. 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 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 17 Job Classification and Pay Practices of this Agreement.

ARTICLE 50. 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 51. 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 52. 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 53. DURATION OF AGREEMENT

- 1. Except as otherwise provided herein, this Agreement shall be in full force and effect July 1, 2016 2019 through June 30, 2019 2022.
- 2. Pursuant to NRS 288.150 this Agreement or any provision herein may be automatically reopened for negotiations upon written request by the Employer during periods of fiscal emergency.

STOREY COUNTY	STOREY COUNTY EMPLOYEE'S ASSO AFSCME-COMSTOCK CHAPTER
Marshall McBride, Chairman Storey County Commission	Tobi Whitten, President AFSCME Comstock Chapter
Lance Gilman, Vice-Chairman Storey County Commission	Rachel Ferris, Vice-President AFSCME Comstock Chapter
Jay Carmona, Commissioner Storey County Commission	
APPROVED AS TO FORM: Anne Langer, District Attorney	Signed Commissioner Meeting

Column1	Column2	Column3	Column4	ColumnS	Column6	Column7	Column8	Column9
AFSCME General Employees								
				- Clarico		Machoo	CILA	Limboldt
County	3101Ey	2016-2019	2017-19	2017-24	2015-21	2016-19	2017-18	2018-20
CBA Period	3 vrs.	3 Vrs.	2 vrs.				1 yr.	2 yrs.
Covered Groous	Hired <14	Hired>14	M			ī	₹	₹
BENEFITS CALCULATED								
Hypothetical Base Salary	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
COLA / Chart Increase	0	0	1.50%	2.00%	1.75%	2.50%	0	2.00%
COLA for Capped Employees (odd years)	2%	5%	0	0	0	0]	Ō	0
Longevity	0	0	2.50%	0	\$2,100	\$3,000	\$1,750	\$500
Health Insurance (employee)	100%	100%	100%	100%	100%	7001	100%	Up to base
Health Insurance (dependents)	0	0	30%	100%	%59	%05	0	Remaining
Health Insurance Amount (employee)	\$7,032	\$7,032	\$7,299	\$6,360	\$7,640	\$10,230	\$12,000	\$904
Health Insurance Amount (dependent)	\$21,804	0	\$2,400	\$11,268	\$16,018	\$8,372	0	\$904
Health Insurance Type (base) (not added)	H.S.A.	H.S.A.	Odd	H.S.A	POS	****Odd	PPO	PPO
Health Insurance Deductible (employee)*** (not added)	\$4,000	\$4,000	\$2,500	\$1,000	\$1,500	\$320	\$575	\$1,000
Health Insurance Deductible (family)***(not added)	\$8,000	\$8,000	\$7,500	\$5,000	\$4,500	\$700	\$1,725	\$2,000
Health Insurance Out of Pocket (employee) (not added)	\$6,450	\$6,450	\$6,350	\$3,700	000'9\$			20% > ddb
Health Insurance Out of Pocket (family) (not added	\$12,900	\$12,900	\$12,700	\$7,400	\$12,000	\$6,700	\$13,800	20%>ddb
Health Insurance H.S.A. Subsidy (employee + dependent)	\$2,400	\$2,400	0\$	0\$	\$4,430	\$0		0
Vacation Accrual (10-20 yrs. Service)	160 hrs.	160 hrs.	168 hrs.	200 hrs.	168 hrs.	. 200 hrs.	240 hrs.	200 hrs.
Sick Accrual (10-20 yrs. Service)	120 hrs.	120 hrs.	15 hrs.	88 hrs.	120 hrs.	. 360 hrs.	120 hrs.	120 hrs.
Bilingual Pay (x80 hrs.)	2.50%	2.50%	0	0	2.50%	5%		0
Special Hazards Pay	0	0	0	0	0	2%*	0	0
Incentive for College Degree	0	0	0	0	\$500	0	0	0
Education Cost Reimbursement	\$3,000	\$3,000	0	0		0 0	0	\$1,500
TOTAL BENEHTS VALUE								
BENEFITS CALCULATED AFTER SUM								
Vacation Buyout at Termination	240 hrs.	240 hrs.	240 hrs.	. 280 hrs.	. 240 hrs.	. 240 hrs	240 hrs.	:
Sick Buyout at Termination	\$ 5,000	\$ 5,000	\$3,500	800 hrs.	. 1,080 hrs.	. 800 hrs.	\$5,000	\$3,000
TOTAL BENEFITS VALUE OF TERMINATION								

BENEFITS NOT ADDED TO ABOVE								
Merit Step Increase	3.50%	3.50%	2.50%	3%	3.0, 4.5, 5.5%	5%	3.00%	2.50%
Probation Period	12 mo.	12 mo.	6 mo.	12 mo.	12 mo.	12 mo.	12 mo.	12 mo.
Vacation Max Accural (hrs.)	240 hrs.	240 hrs.	240 hrs.	280 hrs.	280 hrs.	240 hrs.		240 hrs.
Sick Leave Max Accrual	960 hrs.	960 hrs.	1,250	800 hrs.	1,080 hrs.	800 hrs.	960 hrs.	980 hrs.
Sick Converted to Vacation Incentive	0	0	0	8 hrs.	0	24 hrs.	0	0
Holidays Worked on Workday	2.5 base	2.5 base	2.5 base	1.0 base	2.0 base	1.5 base	2.5 base	2.5 base
Holidays Worked on Day Off	2.5 base	2.5 base	3.5 base	1.0x 8hrs.	2.5x base	2.5 base	1.0 base	1.5 base
Shift Differential (6:00pm-6:00am)		%5	\$1.00/hr.	\$1.45/hr.	\$1.50/hr.	6% base	0	\$2.00/hr.
Caliback Pay	1.0 base	1.0 base	1.5 base		1.5 base	1.5 base	1.0 base	1.0 base
Standby Pay	\$2.00/hr.	\$2.00/hr.	1/8th	\$3.50/hr.	10%	5.00/hr.		0
TAC Differential		2.50%	0	0	0	0	0	0
Comp-Time in lieu of Overtime	yes	yes	0	Yes	Yes	No	Yes	Yes
Acting in Higher Class Pay	5% base	5% base	5%	5% - 10%**	5%	Class based	0	5% base
Budget Suggestion Award	0	0	\$2,000	0	0	0	0	0
Field Training Officer Pay	\$1.00/hr.	\$1.00/hr.	0	\$5.00/hr	5%	5% base	0	\$2.00/hr.
Uniform Allowance	\$320	\$320	0	0	0	\$480/yr.	0	0
Personal Items Damaged	\$ 400	\$ 400	\$450	\$200	\$300	0	0	0
Education Claw-Back at Termination	\$2,000	\$2,000	No	No	No	No	No	0
Performance Pay Variable			No		3.0,4.5,5.5%	No	No.	0

*Hazard Pay: Washoe is for specific time doing the hazards. **Douglas Acting 10% for supervisory duties

Douglas has cafeteria plan and pays employee premium for lowest cost insurance (between PPO and H.S.A.) or \$530/mo, whichever is greater. *Washoe provides PPO after two years of employment. New hires are enrolled in H.S.A.

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9
AFSCME General Employees								
County	Storey	Storey	Lyon	Douglas	Carson	Washoe	Elko	Humboldt
CBA Years	2016-2019	2016-2019	2017-19	2017-24	2015-21	2016-19	2017-18	2018-20
CBA Period	3 yrs.	3 yrs.	2 yrs.	6 yrs.	7 yrs.	3 yrs.	1 yr.	2 yrs.
Covered Gropus	Hired <14	Hired>14	₹	IV	IV	₩	A	Ai
BENEFITS CALCULATED								
Hypothetical Base Salary	\$50,000	\$50,000	\$50,000	000'05\$	\$50,000	\$50,000	\$50,000	\$50,000
COLA / Chart Increase	0	0	1.50%	2.00%	1.75%	2.50%	0	2.00%
COLA for Capped Employees (odd years)	2%2	2%	0	0	0	0 (0	0
Longevity	0	0	2.50%	0	\$2,100	\$3,000	\$1,750	\$500
Health Insurance (employee)	100%	100%	100%	100%	100%	7001	100%	Up to base
Health Insurance (dependents)	0	0	30%	100%	%59	%05	0	Remaining
Health Insurance Amount (employee)	\$7,032	\$7,032	\$7,299	\$6,360	\$7,640	\$10,230	\$12,000	\$904
Health Insurance Amount (dependent)	\$21,804	0	\$2,400	\$11,268	\$16,018	\$8,372	0	\$904
Health Insurance Type (base) (not added)	H.S.A.	H.S.A.	04	H.S.A	POS	S Obd	Odd	PPO
Health Insurance Deductible (employee)*** (not added)	\$4,000	\$4,000	\$2,500	\$1,000	\$1,500	\$320	\$275	\$1,000
Health Insurance Deductible (family)***(not added)	\$8,000	\$8,000	\$7,500	\$5,000	\$4,500	\$700	\$1,725	\$2,000
Health Insurance Out of Pocket (employee) (not added)	\$6,450	\$6,450	\$6,350	\$3,700	000'9\$	\$3,350	\$4,600	20% > ddb
Health insurance Out of Pocket (family) (not added	\$12,900	\$12,900	\$12,700	\$7,400	\$12,000	\$6,700	\$13,800	20%>ddb
Health Insurance H.S.A. Subsidy (employee + dependent)	\$2,400	\$2,400	0\$	0\$	\$4,430	\$0		0
Vacation Accrual (10-20 yrs. Service)	160 hrs.	160 hrs.	168 hrs.	200 hrs.	168 hrs.	. 200 hrs.	. 240 hrs.	200 hrs.
Sick Accrual (10-20 yrs. Service)	120 hrs.	120 hrs.	. 15 hrs.	88 hrs.	120 hrs.	360 hrs	. 120 hrs.	120 hrs.
Bilingual Pay (x80 hrs.)	2.50%	2.50%	0	0	2.50%	6 5%		0
Special Hazards Pay	0	0	0 0	0		• 8%°		0
Incentive for College Degree	0	0	0 0	0	\$200	0	0	0
Education Cost Reimbursement	\$3,000	\$3,000	0	0		0	0	\$1,500
TOTAL BENEFITS VALUE								
BENEFITS CALCULATED AFTER SUM								
Vacation Buyout at Termination	240 hrs.	240 hrs.	240 hrs.	280 hrs.	. 240 hrs.	. 240 hrs.		240 hrs.
Sick Buyout at Termination	\$ 5,000	\$ 5,000	\$3,500	800 hrs.	1,080 hrs.	800 hrs.	\$5,000	\$3,000
TOTAL BENEFITS VALUE OR TERMINATION								

BENEFITS NOT ADDED TO ABOVE								
Merit Step Increase	3.50%	3.50%	2.50%	3%	3.0, 4.5, 5.5%	5%	3.00%	2.50%
Probation Period	12 mo.	12 mo.	.om 6	12 mo.	12 mo.	12 mo.	12 mo.	12 mo.
Vacation Max Accural (hrs.)	240 hrs.	240 hrs.	240 hrs.	280 hrs.	280 hrs.	240 hrs.		240 hrs.
Sick Leave Max Accrual	960 hrs.	960 hrs.	1,250	800 hrs.	1,080 hrs.	800 hrs.	960 hrs.	980 hrs.
Sick Converted to Vacation Incentive	0	0	0	8 hrs.	0	24 hrs.	0	0
Holidays Worked on Workday	2.5 base	2.5 base	2.5 base	1.0 base	2.0 base	1.5 base	2.5 base	2.5 base
Holidays Worked on Day Off	2.5 base	2.5 base	3.5 base	1.0x 8hrs.	2.5x base	2.5 base	1.0 base	1.5 base
Shift Differential (6:00pm-6:00am)		2%	\$1.00/hr.	\$1.45/hr.	\$1.50/hr.	6% base	0	\$2.00/hr.
Caliback Pay	1.0 base	1.0 base	1.5 base		1.5 base	1.5 base	1.0 base	1.0 base
Standby Pay	\$2.00/hr.	\$2.00/hr.	1/8th	\$3.50/hr.	70%	5.00/hr.		0
TAC Differential		2.50%	0	0	0	0	0	0
Comp-Time in lieu of Overtime	yes	yes	0	Yes	Yes	ON	Yes	Yes
Acting in Higher Class Pay	5% base	5% base	2%	5% - 10%**	2%	Class based	0	5% base
Budget Suggestion Award	0	0	\$2,000	0	0	0	0	0
Field Training Officer Pay	\$1.00/hr.	\$1.00/hr.	0	\$5.00/hr	2%	5% base	0	\$2.00/hr.
Uniform Allowance	\$350	\$320	0	0	0	\$480/yr.	0	0
Personal Items Damaged	\$ 400	\$ 400	\$450	\$200	\$300	0	0	0
Education Claw-Back at Termination	\$2,000	\$2,000	No	No	No	No	No	0
Performance Pay Variable			No		3.0,4.5,5.5%	N _O	No	0

*Hazard Pay: Washoe is for specific time doing the hazards. **Douglas Acting 10% for supervisory duties

Douglas has cafeteria plan and pays employee premium for lowest cost insurance (between PPO and H.S.A.) or \$530/mo, whichever is greater. *Washoe provides PPO after two years of employment. New hires are enrolled in H.S.A.

Fiscal Analysis of Monetary changes in AFSCME Contract Bargaining Agreement for 2019-2022 Year 1 - 2% increase in Pay Schedule

					\$ 79,614
57,640		16,642	836	4,496	
\$		ψ,	⇔	Ś	
Wages & Scheduled Overtime	Benefits	PERS	Medicare	PACT	Total

\$9,588 \$400 Year 1 - Increase Standby pay Regular time \$2 to \$3

Holidays \$3 to \$4

\$ 9,988 \$ 89,602 **TOTAL Estimated First Year Cost** Total

GENERAL SALARY SCHEDULE

INFEED

Step and Grade (Appointed Exempt Employees and Non-Appointed AFSCME Employees) OFFICIAL 2016 204907/01/19-06/30/20

156,943.39 160,866.96 76,692.14 78,609.44 80,574.69 59,911.77 61,409.56 69,479.29 91,162.84 103,142.41 108,363.99 116,696.18 142,182.96 67,784.69 50,401.69 57,024.89 62,944.82 66,131.39 71,216.27 72,996.67 74,821.59 82,589.05 93,441.97 98,172.42 113,849.97 122,603.9 132,031.0 149,380,96 100,626.7 58,450.5 84,653.7 125,669.0 86.770.1 88,939.3 Se B 74,098.68 75,951.15 77,849.94 97,223.90 99,654.50 102,145.87 85,931.74 88,080.04 79,796.18 81,791.08 90,282.05 94,852.58 104,699.51 107,317.00 109,999.92 115,568.67 118,457.89 121,419.33 124,454.81 127,566.19 134,024.23 137,374.84 140,809.20 144,329.43 147,937.67 62,336.66 63,895.06 68,807.99 70,528.19 72,291.39 83,835.85 48,697.29 112,749.93 52,441.65 55,096.51 Step 146,508.33 150,171.03 71,592.93 73,382.75 75,217.33 96,284 54 98,691.66 63,277.73 64,859.66 83,025.84 85,101.49 120,246.19 77,097.76 101,158.94 103,687.92 117,313.36 123,252.36 132,729.31 136,047.54 139,448.72 142,934.94 79,025.20 87,229.03 106,280.12 111,660.55 114,452.06 47,050.52 53,233.34 58,759.66 61,734.36 81,000.83 89,409.76 91,645.00 93,936.13 108,937.13 51,934.96 57,326.48 60,228.66 66,481.15 68,143.18 69,846.75 129,492.01 Step 59,646.72 61,137.90 62,666.34 69,171.91 70,901.21 80,218.20 82,223.66 90,759.55 122,061.51 125,113.06 141,553.94 145,092.78 131,446.90 128,240.88 134,733.06 67,484.79 76,352.85 78,261.67 84,279.26 86,386.24 88,545.90 95,354.26 100,181.56 107,884.59 110,581.70 113,346.24 116,179.89 55,387.91 58,191.94 64,233.00 65,838.82 72,673.75 74,490.59 97,738.11 102,686.11 105,253.27 119,084.41 45,459.44 51,433.18 Step 140,186.26 \$ 57,629.68 59,070.44 60,547.19 77,505.51 79,443.15 87,690.38 89,882.65 101,693.98 117,933.83 133,431.30 136,767.09 66,832.77 68,503.58 75,615.14 85,551.59 92,129.72 99,213.63 123,904.23 127,001.83 53,514.89 54,852.77 56,224.09 62,060.87 63,612.38 70,216.19 71,971.58 73,770.87 81,429.23 83,464.96 94,432.95 96,793.78 106,842.23 109,513.28 115,057.40 130,176.87 43,922.16 65,202.69 48,481.84 49,693.89 **9** 135,445.66 \$ 95,858.58 98,255.05 100,711.42 82,658.54 84,725.01 86,843.14 111,166.57 128,919.13 132,142.12 48,013.42 49,213.77 50,444.10 74,884.55 55,680.85 64,572.72 66,187.04 51,705.20 67,841.73 69,537.76 71,276.20 80,642.48 89,014.23 91,239.57 93,520.56 116,794.38 122,707.09 125,774.76 52,997.85 59,962.19 61,461.24 73,058.10 78,675.59 103,229.20 105,809.93 108,455.17 46,842.36 54,322.80 58,499.70 62,997.77 42,436.87 Step 67,186.24 \$ 92,616.98 94,932.42 97,305.72 62,389.10 63,948.83 124,559.55 127,673.55 79,863.33 81,859.91 83,906.41 107,407.31 41,001.81 65,547.56 72,352.22 74,161.03 90,358.03 112,844.81 118.557.57 \$ 130,865.38 53,797.93 55,142.89 68,865.90 86,004.08 88,154.17 99,738.36 102,231.82 115,665.93 60,867.41 104,787.61 45,258.32 49,956.72 51,205.65 56,521.45 57,934.48 59,382.84 70,587.54 76,015.06 77,915.44 44,154.47 46,389.78 48,738.26 52,485.79 Step 4 77,162.63 79,091.70 81,069.00 91,722.14 94,015.18 103,775.18 106,369.55 120,347.39 123,356.08 126,439.98 60,279.33 68,200.52 69,905.53 85,173.11 109,028.80 111,754.52 114.548.38 83,095.73 87,302.45 39,615.28 73,444.50 96,365.57 98,774.70 49,474.06 50,710.91 54,610.10 63,330.98 64,914.24 66,537.10 71,653.17 75,280.62 89,485.01 101,244.07 117,412.08 42,661.32 43,727.85 58,809.09 40,605.65 Step 3 116,277.67 56,820.38 58,240.89 122,164.23 88,620.43 97,820.35 43,305.36 65,894.22 67,541.57 72,734.89 95,434.50 102,772.52 107,975.38 45,497.69 47,801.02 48,996.05 50,220,94 51,476.47 52,763.38 54,082.46 55,434.52 59,696.92 61,189.35 62,719.08 64,287.05 69,230.12 70,960.87 74,553.27 78,327.53 80,285.73 82,292.86 84,350.19 86,458.95 90,835.93 93,106.83 105,341.84 113,441.62 41,218.67 42,249.13 Step 2 94,512.42 96,875.24 99,297.12 73,832.95 56,271.39 63,665.92 65,257.56 118,033.07 (40-hour week) \$ 36,981.28 41,840.92 42,886.95 101,779.55 104,324.04 52,253.59 59,120.14 60.598.14 70,275.26 77,570.76 79,510.01 81,497.77 85,623.60 87,764.18 89,958.29 92,207,24 115,154.22 39,824.80 46,184.56 57,678.18 66,889.00 68,561.23 72,032.14 38,853.46 40,820.41 45,058.10 47,339.18 50,979.11 53,559.92 62,113.09 37,905.81 2080 hours/s 153 \$ 94,731.00 \$ 54.42 \$ 1154 \$ 1154 \$ 6.00.00 \$ 1155 \$ 6.00.00 \$ 1155 \$ 6.00.00 \$ 1156 \$ 6.00.00 \$ 1156 \$ 6.00.00 \$ 1157 \$ 115 69,285.15 6 28.79 5 6.32.70 5 6.32.50 5 6.32.50 5 6.42.5 200. 61.Cb \$ £ 43.35 3 92-207-28 3
5 22-307-28 3
5 22-307-22 3
5 22-317-22 3
5 17-03-3-12 3
7 02-27-26 3 24,163,43 26,007,51 26,000,65 26,000,28 85,181,38 87,310.89 33,330.17 32,517.24 145 146 147 148 150 153 139 140 142 120 122 133 125 126 127 128 130 131 132 134 135 124 129 136 137 138 GRADE STEP

GENERAL SALARY SCHEDULE

UNIFIED

Step and Grade (Appointed Exempt Employees and Non-Appointed AFSCME Employees) OFFICIAL 2016 - 201907/01/19-06/30/20

OF 395 501	21 63 2	\$ 120 983.89	Ľ	175 218 33 \$	ر با	79 000 97	,	134 137 00	, ,	38 831 80 \$	143 690	11 \$	148.720.09	\$ 15	3.925.29	\$ 159.3	12.68	129 600 97 \$ 134 137 00 \$ 138 831 80 \$ 143 690 91 \$ 148 720 09 \$ 153 925 29 \$ 159 312 68 \$ 164 888 62
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120,035,02	\$ 67.45	\$ 140,304.23	ş	145,214.88		150,297.40 \$	<u>۰</u>	\$ 18.5557.81		\$ 61,005.33 \$	166,637.4	11 \$	161,002.33 \$ 166,637.41 \$ 172,469.72 \$		178,506.16 \$		184,753.88 \$	191,220.26
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no longer	35 hour emplo	*Note: There are no longer 35 hour employees working in Storey County.	torey 6		Lumn,	NOWEVEF, 15-1	includ	The column, however, is included for retroactive reference. All employees henceforth are purusant to the 40 hour workweek schedule:	CHIVE	eference. All e	mployees her	reforth	are purusant t	9 the 40	HOUT WOTA	week sche	etule:	
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Classification Plan for Non-Exempt AFSCME Comstock Chapter Employees

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2019-2022
6102 910

Non-exempt Positions		į
CLASSIFICATION	GRADE	FLSA S

MOII-EXCITION POSITIONS				
CLASSIFICATION	GRADE	FLSA STATUS	CBA Unit Notes	Notes
Administrative Assistant I	110	Non Ex	∢	
Administrative Assistant II	116	Non Ex	∢	
Administrative Assistant III	119	Non Ex	∢	
Administrative Specialist/Office Manager	122	Non Ex	∢	
Administrative Assistant Senior	124	Non Ex	∢	
Administrative Analyst I	126	Non Ex	4	
Administrative Analyst Senior	130	Non Ex	6 0	
Legal Assistant	120	Non Ex	∢	
Legal Assistant Senior	124	Non Ex	∢:	
Property Appraiser Trainee	113	Non Ex	∢	One year only position
Property Appraiser I	116*	Non Ex	∢	
Property Appraiser II	119*	Non Ex	∢.	
Property Appraiser Senior	123*	Non Ex	⋖ ∶	
Property Appraiser Lead Senior	126*	Non Ex	89	
Deputy Assessor	130*	Non Ex	89	
Tourism Assistant	110	Non Ex	⋖	
Special Event Coordinator	116	Non Ex	∢'	
Planning Assistant	119	Non Ex	∢.	
Planner I	121	Non Ex	∢	
Planner II	130	Non Ex	∢	
Building Inspector Trainee	#	Non Ex	∢.	One year only position
Building Inspector Plans Examiner I	611	Non Ex	∢.	
Building Inspector Plans Examiner II	173	Non Ex	∢	
Building Inspector Plans Examiner Senior	171	Non Ex	∢(
Building Inspector Plans Examiner Lead Senior	061	Non Ex	ф	
Fire Prevention Officer	155	Non Ex	∢	
Fire Prevention Officer Plans Examiner Senior	178	Non Ex	a p	

One year only position	One year only position						One year only position									CDL 5% Incentive	CDL 5% Incentive	CDL 5% Incentive	CDL 5% Incentive	CDL + Water Distribution I required	CDL + Water Distribution I required	CDL + Water Distribution I required	CDL + Water Distribution I required	CDL 5% Incentive	CDL 5% Incentive	CDL 5% Incentive	CDL 5% Incentive	
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113 122* 126*	113 122* 126*	130*	116	119	128	130	113	116	119	124	126	116	122	126	126	110	114	118	124	116*	119*	124*	126*	113	122	128	130	120
<u>Building Inspector Trainee</u> <u>Building Inspector I</u> Building Inspector II	Fire Inspector Trainee Fire Inspector I Fire Inspector II	<u>Senior Inspector III</u>	Senior Inspector IV Network Support Technician I	Network Support Technician II	Network Administrator	Network Administrator Lead Senior	Communications Specialist Trainee	Communications Specialist I	Communications Specialist II	Communications Specialist Senior	Communications Specialist Lead Senior	Auto & Equipment Meachanic I	Auto & Equipment Meachanic II	Auto & Equipment Specialist Senior	Operations & Projects Coordinator	Facilities Maintenance Worker I	Facilities Maintenance Worker II	Facilities Maintenance Worker Senior	Facilities Maintenance Worker Lead Senior	Maintenance Worker-Equipment Operator I	Maintenance Worker-Equipment Operator II	Maintenance Worker-Equipment Operator Senior	Maintenance Worker-Equipment Operator Lead S.	Treatment Plant Operator I	Treatment Plant Operator II	Treatment Plant Operator III	Treatment Plant Operator Lead Senior	Geographic Information Systems (GIS) Coordinator

Notes

*Grade of the following series subject to comp. study and re-negotation for possible amendments effective 07/01/2021 thru 06/30/2022:

(A) Communications series; (B) Property Appraiser series; (C) Maintenance Worker-Heavy Equipment Operator series; (D) Building and Fire Inspector series - (execept for Trainee classes).

Bargaining Unit A is non-supervisory and Bargaining Unit B is supervisory.

One year only psitions require the incumbent to obtain necessary certifications and advance to the next grade. Failure to do so results in termination.

CDL 5% Incentive is calculated from base-pay.

Any employee supervising one or more subordinate employees shall be considered in Unit B, regardless of what is shown in the chart.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 07/02/19		Estimate of time required: 20 min.
Agenda: Consent [] Regular	agenda [x]	Public hearing required [x]
with Lumos & Associates up to Master Plan, a master plan and transmission, and distribution for Comstock, Highlands, and Mar	\$85,000 to capital improor central and k Twain. The	Authorize the County Manager to approve a contract develop the Comstock and Highlands Area Water ovement plan for future water demand, supply, storage d south Storey County communities including the e plan will also include the Silver City water system in which Lyon County will contribute \$13,000 toward
authorize the County Manager develop the Comstock and Hi	to approve a ghlands Are	the recommendation by staff, I [county commissioner a contract with Lumos & Associates up to \$85,000 to a Water Master Plan, and to allow Lyon County to tract for the Silver City, Lyon County, portion of the
3. <u>Prepared by:</u> Austin Osborn	ie	
4. Department: Planning		<u>Telephone</u> : 775.847.0968
planners, and state officials t System, future growth potent to include other communities	o better unde tial and proje s in central a	and capital improvement plan will enable county staff erstand current conditions of the Virginia City Water ected capacities, and potential expansion of the system and south Storey County. The water study is also to municipal water capacity and planning.
6. Supporting materials: Encl	osures: Agre	ement and Scope of Work.
7. Fiscal impact: None on loca	l governmen	t.
Funds Available:	Fund	i: Comptroller
8. Legal review required: 9. Reviewed by: Department Head	yes_	District Attorney Department Name:
County Manager		Other agency review:
10. Board action: Approved Denied	[]	Approved with Modifications Continued Agenda Item No







Carson City 308 N. Curry Street, Suite 200 Carson City, Nevada 89703 775.883.7077

May 6th, 2019

LA19.241

Mr. Austin Osborne, PHR, SHRM-CP Storey County Administrative Officer/Planning Director Storey County Courthouse Box 176 Virginia City, NV 89440

Cell: (775) 291-4693

Via Email: aosborne@storeycounty.org

Subject: Water Master Plan - Proposal for Engineering Services

Dear Austin:

Lumos & Associates, Inc. is pleased to provide you with this proposal for engineering and related services for the Comstock and Highlands Area Water Master Plan.

Project Understanding

The proposed project is to develop an overall Master Plan/Capital Improvement Plan (CIP) for the Virginia City Water System's existing and potentially future water supply, storage, and distribution system. This plan will provide a complete examination of the Virginia City Water System (including Gold Hill and Silver City) and will build upon the existing knowledge of the system to be provided by Storey County (mapping, old reports, water models, old plans, etc). The components examined through the master planning process will serve to accommodate and facilitate existing and future activities associated with the Virginia City water system. The Master Plan will endeavor to identify future improvements and upgrades as required by future growth (within existing system areas based on master plan zoning/densities) or system deterioration, and will formulate a strategy to minimize costly, unanticipated improvements by planning and budgeting for end of life replacement of critical infrastructure.

As an alternative when looking at growth, Lumos will look at the expansion of the water system to include potential users in American Flat (Mining, Manufacturing) and lot splits within Virginia City and Gold Hill. A further alternative of evaluating the Highlands area for potential future connection to the Virginia City system can also be incorporated.

At this time it is our understanding that the Mark Twain area and the concept of potentially being a Regional Water Purveyor will be noted in the Master Plan as warranting potential future evaluation and study, but will not be included in this current scope of work. Also, as discussed, the work done as part of this Master Plan can be utilized to help develop potential future Preliminary Engineering Reports which are required by USDA, State Revolving Fund, and other funding agencies should Storey County desire obtaining grants/loans via those agencies.

The following tasks are proposed to encompass the work necessary to develop such a plan.

Project Scope

Task 1 – Data Collection & Evaluation of Existing Demands

Utilizing available record drawings, the existing water model (if available), and field assessments, Lumos will build on the existing database to ensure we have as much of the available information as possible related to water system features and physical characteristics of water system components. All relevant data collected or generated will be compiled to assure all parties that work with the water system have access to all system information should the need arise. The data will be utilized to assess the system assets to assist Storey County to manage budgetary needs and balance resource requirements to assure the water system will perform in accordance with Storey County objectives. The database will include the size, material, and age of each waterline along with other major water system component information (pumps and tanks). The database will be utilized to update available system mapping as necessary (It is our understanding there is existing GIS mapping of the system).

As part of this task, Lumos will work in coordination with the County's water system operators to obtain fire hydrant flow data at critical locations to update/calibrate the system pressure and flow capacity information for updating and calibrating the water model. This data will be utilized to verify the accuracy of the water model analysis done in later phases of the master planning process.

Lumos will review existing system water demands and peaking factors based on historical water usage records provided by the County to develop water demand factors by land use type for use in projecting future water demands in Task 3. Based on existing system demands and required fire flows, Lumos will perform an evaluation of distribution system pressures, storage capacities, and overall system capacities for compliance with Nevada Administrative Code (NAC) Section 445.

Task 2 — Water System Asset Analysis, Capital Replacement Funding Analysis, and Development of Short and Long Term Capital Improvement Plans

Utilizing the database created under Task 1, Lumos will develop a Water System Asset Management Plan. The asset management plan will analyze the age of the current system infrastructure in conjunction with the anticipated useful life and replacement costs for the infrastructure to develop capital replacement funding levels for the existing water system. This phase will provide the data necessary to ensure that Storey County is saving adequate funds to replace their existing infrastructure as the replacement becomes necessary.

The data under this task will be utilized along with the information obtained from Task 1 to develop a short and long term CIP for the existing water system.

Task 3 – Master Plan Growth Areas and System Impacts

Future growth will be identified in accordance with the 2016 Storey County Master Plan for the immediate service area. This Task does not contemplate American Flat expanded usage, planned unit developments (PUDs), or commercial development. A 20-year planning period will be used, and

growth rates will accommodate increased water demands from residential, industrial, and commercial growth. Demand growth will be assigned to areas where residential, industrial, or commercial growth is anticipated based on the 2016 Storey County Master Plan.

Growth rates of expansion and the resulting increases in water demands will be reviewed to evaluate locations where future growth is anticipated. Primary and alternative water transmission main corridors will be analyzed for areas to where future extension of the water system is necessary. Water system sizing and layout will need to accommodate fire flows in addition to daily demands. Additionally, the location of supply expansion alternatives and storage facilities will be identified which are critical to how the system will function. The location of water supply facilities within Virginia City, Gold Hill, Silver City and the immediate area will dictate the layout of booster stations, piping, and other facilities and will be a key component to the Master Planning process. Additionally, the selection of the supply alternatives will be critical as the availability of power, access, and connectivity to the system will need to be evaluated. The Virginia City water model will be utilized to analyze various alternatives at the conceptual level for waterline locations, waterline sizing, supply locations, storage tank locations, etc.

The final Master Plan report will lay out conceptual supply alternatives along with the associated infrastructure necessary to fully utilize those future supplies and the pros and cons of the alternatives.

Results of the evaluations and analyses performed in Tasks 1-3 will be incorporated into a draft Master Plan Report submitted in electronic format for review by Storey County. Review comments received from County staff will be incorporated into a final Master Plan Report in electronic format with up to two (2) hardcopies. If optional tasks (Tasks 4 and 5) are selected by the County, the system growth evaluations will be incorporated into the draft and final Master Plan Reports under this task. This task assumes one (1) meeting with the County to discuss review comments on the draft Master Plan Report. Infrastructure expansion alternatives (e.g. facility locations) will be limited to one (1) round of revisions/input from the County.

Task 4 – System Growth – American Flat and Lot Divisions (Optional)

This task will expand upon the work in Task 3 and will incorporate potential areas of residential PUDs, commercial development, and potential expansion of American Flat for mining/processing and manufacturing.

New areas of expansion with their resulting increases in water demands will be reviewed to evaluate locations where future growth is anticipated. Primary and alternative water transmission main corridors will be analyzed for areas to where future extension of the water system is necessary. Water system sizing and layout will need to accommodate fire flows in addition to daily demands. Additionally, the location of supply expansion alternatives and storage facilities will be identified which are critical to how the system will function. The location of water supply within Virginia City and the immediate area will dictate the layout of booster stations, piping, and other facilities and will be a key component to the Master Planning process. Additionally, the selection of the supply alternatives will be critical as the availability of power, access, and connectivity to the system will need to be

evaluated. The Virginia City water model will be utilized to analyze various alternatives at the conceptual level for waterline locations, waterline sizing, supply locations, storage tank locations, etc.

The increase in water demands for the American Flat or other expansions within the existing system may or may not require some modifications to the Marlette to Virginia City system. The capacity of the Marlette to Virginia City system will be evaluated under this task as it relates to the American Flat. The final Master Plan report will lay out conceptual supply alternatives along with the associated infrastructure necessary to fully utilize those future supplies and the pros and cons of the alternatives.

Task 5 – System Growth – Highlands (Optional)

This task will expand upon the work in Task 3 and will incorporate potential areas of the Virginia City Highlands, including the Virginia City Highlands (1-acre lots) and Highland Ranches (10-acre lots), where the development of a water system is most likely to become necessary in the future should groundwater levels drop and domestic wells are no longer viable. The critical areas are the 1-acre (Virginia City Highlands) and 10-acre (Highland Ranches) areas which will be the focus of this Task. The evaluation of the 40-acre parcels will be briefly touched upon but will not be the focus of the evaluation related to the Highlands.

The expansion of a system into the Highlands and the resulting increase in water demands will be reviewed to evaluate locations where future growth is anticipated. Primary and alternative water transmission main corridors will be analyzed for areas to where future extension of the water system is necessary. Water system sizing and layout will need to accommodate fire flows in addition to daily demands. Additionally, the location of supply expansion alternatives and storage facilities will be identified which are critical to how the system will function. The location of water supply within Virginia City and the immediate area will dictate the layout of booster stations, piping, and other facilities and will be a key component to the Master Planning process. Additionally, the selection of the supply alternatives will be critical as the availability of power, access, and connectivity to the system will need to be evaluated. The Virginia City water model will be utilized to analyze various alternatives at the conceptual level for waterline locations, waterline sizing, supply locations, storage tank locations, etc. Please note that the storage, treatment, and distribution beyond the transmission terminal point (stub) of this system will need to be considered by a general improvement district or other local system of the Highlands which is beyond the scope of this study.

The increase in water demands for the Highlands is anticipated to require some modifications to the Marlette to Virginia City system which will be evaluated under this task as it relates to the Highlands. The final Master Plan report will lay out conceptual supply alternatives along with the associated infrastructure necessary to fully utilize those future supplies and the pros and cons of the alternatives.

Task 6 - Presentations

If requested by the County, Lumos will attend County Planning Commission or County Commissioner meetings and prepare presentations to assist with adoption of the final Master Plan Report. This task will be billed on a time and materials basis.

Assumptions / Exceptions

Lumos has made the following assumptions in preparation of this proposal:

- Hydrant flow testing and measurements will be coordinated with Storey County staff with assistance, as required, by the water system operators.
- No surveying is included at this time; if elevation data is necessary Lumos will utilize available
 County topographic mapping or other related topographic information such as Google Earth
 elevations to make assumptions related to elevation data should it be necessary.
- Storey County will provide all available system mapping, old plans, water model, operational
 set points, GIS data, etc. to Lumos for use in this study. Storey County will provide monthly
 historical water supply and demand data by user type.
- Fire flow requirements will be assumed based on the International Fire Code (IFC) unless otherwise provided by the County.
- If a water model is unavailable, a very basic trunk main water model will be developed to allow Lumos to perform system pressure and capacity analyses.
- Evaluations of required future facilities will be at the conceptual level and corresponding exhibits and budgetary cost estimates are intended for planning purposes only.

FeesThe tasks described in the Scope of Work will be completed for the following fees:

Task	Description	Fee		
Task 1	Data Collection & Evaluation of Existing Demands	\$	16,800	
Task 2	Water System Asset Analysis, Etc.	\$	18,700	
Task 3	Master Plan Growth Areas and System Impacts	\$	14,900	
Task 4	System Growth - American Flat and Lot Divisions (Optional)	\$	13,800	
Task 5	System Growth - Highlands (Optional)	\$	15,600	
	Tasks 1-5 Total:	\$	79,800	
Task 6	Presentations		T&M	

Tasks 1 through 5 are lump sum and Task 6 is time and materials. Lumos will be happy to amend this proposal as necessary to include services not included or to amend the proposed services to better match the scope of services required.

If this proposal is acceptable, please sign the provided contract or provide your own contract for signature. Lumos will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of $1 \frac{1}{2}$ % per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos to provide you with this proposal. Please do not hesitate to call me if you have questions or concerns as we would be happy to discuss them with you.

Sincerely,

Tim Russell, P.E., WRS

Group Manager - Engineering Division

AGREEMENT To Engage the Services of LUMOS & ASSOCIATES, INC.

THIS AGREEMENT, entere	ed into on the 2nd day of July 20 19 , by and
by and between Storey County	
whose mailing address is P.O. Box	
hereinafter called "CLIENT," and LUI	MOS & ASSOCIATES, INC., hereinafter called "CONSULTANT," is as follows:
CLIENT intends to pursue w	vork on Comstock and Highlands Area Water Master Plan (Project Name)
hereinafter called the "PROJECT" an	d whose location is Virginia City, NV
THE CLIENT/contact person	n for this project is Austin Osborne
Phone 775-847.0968	Email aosborne@storeycounty.org
CLIENT and CONSULTANT	T, for mutual consideration hereinafter set forth, agree as follows:
A. CONSULTANT ag	rees to perform certain consulting, design, advisory, surveying, and/or testing
services for CLIENT as follows: Se	ee proposal attached hereto as Exhibit "A"
B. CLIENT agrees to See proposal attached hereto as Exhi	pay CONSULTANT as compensation for his/her services as follows: bit "A"
will be assessed a 15% handling fee	y agency fees advanced on the CLIENT's behalf. All fees advanced for this project in accordance with company policy. Should CLIENT wish to avoid the 15% will be required 24 hours prior to submittal deadline.
C. CLIENT agrees to See proposal attached hereto as Exhi	provide the following to CONSULTANT to aid in his/her work: bit "A"
D. CONSULTANT wil	l begin work on or about July, 03 20 19 ; and have said
work completed See proposal at	tached hereto as Exhibit "A"
Work completed See proposal at	
CONSULTANT contact for this project	
CONSULTANT contact for this project The attached Standard Provisions of event of any conflicts or inconsistence	
CONSULTANT contact for this project The attached Standard Provisions of event of any conflicts or inconsistence Standard Provisions of Agreement, the All notices, requests, demands, and be deemed duly given and received: after deposit in the United States Mai by a courier delivery service providing	Agreement are incorporated hereinto and made a part of this Agreement. In the ies between the terms contained in Exhibit "A" and those contained in the ne terms of the Standard Provisions of Agreement shall govern and control. Other communications required under this Agreement shall be in writing and shall (i) if personally delivered, on the date of delivery; (ii) if mailed, three (3) days il, registered or certified, return receipt requested, postage prepaid; and/or (iii) if governight or "next-day" delivery, on the next business day after deposit with tions shall be addressed to CONSULTANT at 9222 Prototype Drive, Reno, NV
CONSULTANT contact for this project The attached Standard Provisions of event of any conflicts or inconsistence Standard Provisions of Agreement, the All notices, requests, demands, and one bedeemed duly given and received: after deposit in the United States Mai by a courier delivery service providing such service. All written communicated 89521, or to CLIENT at the address of the INTERS WHEREOF, the parties	Agreement are incorporated hereinto and made a part of this Agreement. In the ies between the terms contained in Exhibit "A" and those contained in the ne terms of the Standard Provisions of Agreement shall govern and control. Other communications required under this Agreement shall be in writing and shall (i) if personally delivered, on the date of delivery; (ii) if mailed, three (3) days il, registered or certified, return receipt requested, postage prepaid; and/or (iii) if governight or "next-day" delivery, on the next business day after deposit with tions shall be addressed to CONSULTANT at 9222 Prototype Drive, Reno, NV
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CONSULTANT contact for this project The attached Standard Provisions of event of any conflicts or inconsistence Standard Provisions of Agreement, the All notices, requests, demands, and be deemed duly given and received: after deposit in the United States Mai by a courier delivery service providing such service. All written communicated 89521, or to CLIENT at the address of the WITNESS WHEREOF, the parties conditions, and provisions written above. CONSULTANT:	Agreement are incorporated hereinto and made a part of this Agreement. In the ies between the terms contained in Exhibit "A" and those contained in the ne terms of the Standard Provisions of Agreement shall govern and control. Other communications required under this Agreement shall be in writing and shall (i) if personally delivered, on the date of delivery; (ii) if mailed, three (3) days il, registered or certified, return receipt requested, postage prepaid; and/or (iii) if governight or "next-day" delivery, on the next business day after deposit with tions shall be addressed to CONSULTANT at 9222 Prototype Drive, Reno, NV written above. Schereto have accepted, made and executed this Agreement upon the terms, over and incorporated herein as set forth in the attached, on the date first written
CONSULTANT contact for this project The attached Standard Provisions of event of any conflicts or inconsistence Standard Provisions of Agreement, the All notices, requests, demands, and obe deemed duly given and received: after deposit in the United States Mail by a courier delivery service providing such service. All written communicated 89521, or to CLIENT at the address of the WITNESS WHEREOF, the parties conditions, and provisions written above. CONSULTANT: PRINT Tim Russell	Agreement are incorporated hereinto and made a part of this Agreement. In the ies between the terms contained in Exhibit "A" and those contained in the ne terms of the Standard Provisions of Agreement shall govern and control. Other communications required under this Agreement shall be in writing and shall (i) if personally delivered, on the date of delivery; (ii) if mailed, three (3) days ii, registered or certified, return receipt requested, postage prepaid; and/or (iii) if governight or "next-day" delivery, on the next business day after deposit with the tions shall be addressed to CONSULTANT at 9222 Prototype Drive, Reno, NV written above. Shereto have accepted, made and executed this Agreement upon the terms, over and incorporated herein as set forth in the attached, on the date first written CLIENT: PRINT

STANDARD PROVISIONS OF AGREEMENT

1. AGREEMENT

These Standard Provisions of Agreement are deemed part of the attached Agreement. As used herein, the term "Agreement" will mean the attached Agreement, the Proposal attached thereto as Exhibit "A," these Standard Provisions of Agreement, and any other exhibits attached hereto and specifically incorporated herein. Consultant shall provide for the Client the scope of services described in the referenced Proposal, and all services not specifically described therein are excluded from Consultant's scope of services.

2. BILLING AND PAYMENT

Fees and other charges shall be billed monthly as the work progresses and shall be due and payable at the time of billing. Ten (10) days are allowed for processing payment, and any unpaid balance remaining twenty (20) days after the date of the original invoice shall be considered past due. Any unpaid balance remaining thirty (30) days after the date of the original invoice shall be considered Critically Past Due. Consultant reserves the right to suspend services on accounts with outstanding balances that are Critically Past Due. Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension. Upon payment in full by the Client, Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension. In the event Client fails to pay Consultant within forty-five (45) days or more after invoices are rendered, Client agrees that Consultant shall have the right in its sole discretion to consider said default a material breach of the Agreement and the duties of Consultant under this Agreement terminated, without requiring the seven (7) days written advance notice otherwise required for termination pursuant to Section hereof.

Any payment not received within thirty (30) days of date of the original invoice shall accrue interest at the rate of eighteen percent (18%) per annum.

Client hereby agrees that the balance as stated on any invoice from Consultant to Client is correct and is acceptable to Client unless, within ten (10) days from the date of the original invoice, Client notifies Consultant in writing of the particular item that is alleged to be in error or is otherwise in dispute.

Client shall pay the costs for checking and inspection fees, zoning and annexation applications fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

For projects that extend for more than one (1) year from the date of the Agreement, Consultant shall be entitled to an increase in fees in proportion to the increase in the Consumer Price Index over the preceding year, for the duration of the Agreement.

3. TERMINATION

This Agreement may be terminated by either party upon seven (7) days advance written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

In the event all or any portion of the services performed or partially performed by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges and services provided up to the date of termination. In return, Consultant shall provide Client with copies of all drawings, specifications and reports prepared or partially prepared up to the date of termination, at Client's expense and for use solely with respect to the Project. Payment in full up to the date of termination shall be a condition precedent to Consultant's providing copies of all drawings, specifications and reports, regardless of the pendency of any dispute.

4. ADDITIONAL SERVICES

Client may request that Consultant provide services beyond those set forth in Consultant's Proposal ("Additional Services"). The scope of such Additional Services and the compensation therefore shall be as mutually agreed upon in writing by Client and Consultant prior to commencement of such Additional Services.

The Consultant shall comply with applicable laws, codes and regulations in effect as of the date it provides its services pursuant to the standard of care in the industry. Changes to Consultant's services made necessary by newly enacted laws, codes and regulations after such date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with this Additional Services provision. In addition, the Consultant shall be entitled to rely reasonably on interpretations and approvals given by government officials with responsibility for enforcing such laws, codes, and regulations and shall not be responsible for changes made by such officials to interpretations or approvals previously given.

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STANDARD OF CARE

Consultant shall perform its services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in the same locality under similar circumstances and with reasonable diligence and expediency consistent with sound professional practices ("Standard of Care"). Nothing contained herein shall be construed to constitute a guarantee, warranty or assurance, either express or implied of the services to be provided herein.

6. COST ESTIMATES

Consultant makes no representation concerning estimates of construction costs other than that these are estimates only and Consultant shall not be responsible for fluctuations in cost factors. Any such estimates prepared or agreed to by Consultant represent the Consultant's judgment as a design professional. It is recognized that neither the Consultant nor the Client has control over the cost of labor, materials or equipment; the contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's budget or from any estimate of construction cost prepared or agreed to by the Consultant.

7. LIMITATIONS ON RESPONSIBILITIES

Consultant shall not be responsible for the acts or omissions of the Client, Client's other consultants, contractors, subcontractors, their agents or employees, or other persons providing work or services on the Project. Consultant does not guarantee the completion or quality of performance of work performed by the construction contractor(s) or other third parties. Site safety is the sole responsibility of the contractor. Consultant shall neither have control over nor be in charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work for the Project.

Unless retained to perform a geotechnical investigation, Consultant makes no representations concerning soil conditions and Consultant is not responsible for any liability that may arise out of the making or failure to make soils surveys, or subsurface soil tests, or general soil testing.

Unless specifically included in the Proposal's scope of services, Consultant is neither responsible for notifying Client of any expiration or renewal dates for permits and/or approvals of any type or description, nor for renewing or requesting a renewal from any agency, municipality, or authority of any permits and/or approvals that may be due to expire.

8. OWNERSHIP OF DOCUMENTS

Drawings, details, specifications, reports, and other documents prepared by Consultant, including those in electronic form, are instruments of service for use solely with respect to this Project. Consultant shall be deemed the author and owner of the Consultant's instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this Agreement Consultant grants to Client a nonexclusive license to reproduce the Consultant's Instruments of Service solely for purposes of the Project, provided the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Client shall not use the instruments of service for future additions or alterations to this Project or for other projects without Consultant's prior written consent. Any unauthorized use, reuse or modifications of the instruments of service shall be at the Client's sole risk and without liability to Consultant, and Client agrees to defend, indemnify and hold harmless Consultant from all claims and damages arising out of or purported to arise out of the use, reuse, or modification of the Instruments of Service.

9. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant from and against any claims, damages, liabilities, suits, demands, losses, expenses or costs (including reasonable attorneys' fees and costs of defense) ("Claims"), to the extent caused by Client's negligent acts, errors, or omissions and those of its contractors, subcontractors or consultants or anyone for whom Client is legally liable, except for claims or litigation arising through the sole negligence or willful misconduct of Consultant..

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client from and against any claims, damages, liabilities, suits, demands, losses, expenses to the extent they are determined to have been caused by the negligent acts, errors or omissions of Consultant or anyone for whom Consultant is legally liable, to the extent consistent with the Limitation of Liability provision herein. Consultant shall not have an obligation to indemnify and hold harmless Client for claims or litigation arising through the sole negligence or willful misconduct of Client or anyone for whom Client is legally liable.

Neither party shall have an upfront duty to defend the other but shall reimburse reasonably incurred defense fees and costs (for fees and costs actually incurred in defending claims attributable to the other party's fault) to the extent of its indemnity obligation herein. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

RIGHT OF ENTRY

Client shall secure the permission necessary to allow Consultant's personnel and equipment access to the project site and any adjacent properties necessary to perform the services at no cost to Consultant. While Consultant will take all reasonable precautions to minimize any damages to the property, it is understood by the Client that in the normal course of field work some damage may occur, the correction of which is not part of this Agreement.

11. SAMPLES

Samples obtained for materials testing will be discarded upon completion of testing, and portions of samples not tested or unused shall be preserved for not longer than thirty (30) days.

12. GOVERNING LAW; DISPUTES

This Agreement shall be governed by the laws of the state, in which the Project is located, and all dispute resolution proceedings shall be venued in the county and state in which the services are rendered unless the parties mutually agree otherwise in writing.

The parties agree to first endeavor in good faith to resolve any dispute arising out of or related to this Agreement by mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association or JAMS. Mediation shall be a condition precedent to the instigation of any legal proceedings. If the claim or controversy is not resolved by mediation, the claim or controversy may be resolved by final and binding arbitration, if the parties so mutually agree in writing prior to the commencement of any arbitration proceeding. Absent express mutual consent to arbitrate, all disputes shall be litigated in a court of competent jurisdiction in the state in which the Project is located.

13. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant.

WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, neither the Consultant nor the Client shall be liable to the other for, or shall make, any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, damage to reputation or any other consequential damages either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

15. FORCE MAJEURE

Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by Client or Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

SOLE CORPORATE REMEDY

It is intended by the parties to this Agreement that the Client's obligations and Consultant's services in connection with the Project shall not subject the Client's or Consultant's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the parties agree that as their sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the business entities that are the parties to this Agreement and not against any of the parties' individual shareholders, officers, directors, members, managers or employees, except for acts of willful misconduct or as otherwise prohibited by law.

17. HAZARDOUS MATERIALS

The Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. In the event the Consultant or any other party encounters any

hazardous materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. Consultant shall not be responsible for locating or abating any hazardous materials.

18. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant relating to Consultant's provision of services in accordance with this Agreement, the risks have been allocated such that the Client agrees that Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever (including attorneys' fees and costs and expert witness fees and costs) arising out of or in any way related to the services provided for the Project and/or under this Agreement, regardless of theories of liability or causes of action asserted (unless otherwise prohibited by law) including, but not limited to, allegations of Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total sum of \$50,000 or the total amount of fees paid to Consultant under this Agreement, whichever is less. In no event shall Consultant's liability exceed the sum of Consultant's available professional liability insurance coverage at the time of settlement or judgment. Client and Consultant hereby acknowledge that this provision was expressly negotiated and agreed upon.

19. MISCELLANEOUS

- (a) Client and Consultant each respectively bind themselves, their partners, successors, executors, administrators, and assigns to the Agreement.
- (b) Client agrees to cooperate fully with Consultant on the Project and to provide any and all information and/or documents reasonably necessary for Consultant to perform the agreed scope of services as detailed in the Agreement, and Consultant shall be entitled to rely upon the accuracy and completeness thereof.
 - (c) Neither Client nor Consultant shall assign its interest in the Agreement without the prior express written consent of the other.
- (d) It is expressly understood that Consultant is an independent contractor and in no event will the Consultant, its agents, employees, representatives, or servants, be considered as the agent, employee, representative or servant of Client. Nothing contained in this Agreement or any action by Consultant shall be construed to impose a fiduciary duty on Consultant or create a fiduciary relationship between Consultant and Client or between Consultant and any third party.
- (e) If any provision of this Agreement is invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.
- (f) Waiver of any provision of this Agreement by either party shall not be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver.
- (g) This Agreement, and the attachments hereto, shall constitute the entire understanding between the parties, and no modification shall be binding unless in writing and signed by the parties.

20. RETAINER

as a retainer, receipt of which is a prerequisite
onsultant to secure payment of Consultant's invoices in
sultant, at its sole discretion, may apply the retainer to any
orth in this Agreement; however, nothing herein shall be
this Agreement. If any portion of the retainer is applied to
uest, replenish the retainer account to the original amount
Client within thirty (30) days after Consultant's services
that there is no balance owed to Consultant. If a balance
ted, Client will be refunded the difference between the
Consultant's rights to collect any remaining balance owed
(S) 1



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 07/02/19	E	Estimate of time required: 20 min.							
Agenda: Consent [] Regular agen	da [x] Public hea	ring required [x]							
with CFA, Inc. for assistance in proplanned unit development and/or la County. This contract will provide a	fessional planning rge land subdivision assistance to count ions and projects, a	the County Manager to approve a contract and engineering services related to any on applications or proposals in Storey y planning staff with certain civil and although there are no such applications							
authorize the County Manager to a	oprove a contract or planned unit of	mendation by staff, I [county commissioner] with CFA, Inc. for professional planning and development and/or large land subdivision							
3. Prepared by: Austin Osborne									
4. Department: Planning		Telephone: 775.847.0968							
engineering review of application subdivisions, and other similar de as needed as determined by the F	ns and projects for evelopment. All sections lanning department ode Title 16 that w	l assist county planning staff in civil and large planned unit developments, rvices will be provided on an on-call bases at. Planning staff is currently working on rill defer these costs to developers; however, code.							
Supporting materials: Enclosur	es: Master Service	Agreement.							
7. Fiscal impact: None on local go	ernment.								
Funds Available:	Fund:	Comptroller							
8. <u>Legal review required</u> : 9. <u>Reviewed by</u> : Department Head	yes District Department	Attorney ent Name:							
County Manager	Other age	ency review:							
10. Board action: [[] Approved	d with Modifications d Agenda Item No.							

MASTER SERVICES AGREEMENT BETWEEN STOREY COUNTY

AND

CFA, INC.

FOR

PROFESSIONAL PLANNING & ENGINEERING SERVICES

Prepared June ____,2019

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THIS IS AN AGREEMENT effective as of <u>June</u>, <u>2019</u> ("Effective Date") between <u>Storey County</u> ("Owner) and CFA, Inc. ("Engineer").

Engineer agrees to perform those basic services described in separate written task orders signed by Owner and Engineer (the "Services"). Each task order will be described separately and numbered sequentially and will become exhibits to this Agreement. All task orders will be included under Exhibit A of this Agreement. This Agreement provides the terms, obligations and conditions which shall control all work. Unless modified in writing by both parties, duties of Engineer shall not be construed to exceed those services specifically described in each task order. In the event work is authorized prior to the issuance of a written task order, any services performed by Engineer will be presumed to have been completed under the terms of this Agreement.

Owner and Engineer agree as follows:

ARTICLE 1-SERVICES OF ENGINEER

- 1.01 Scope
 - A. Engineer shall provide, or cause to be provided, the services set forth herein and in each task order.

ARTICLE 2-OWNER'S RESPONSIBILITIES

- 2.01 General
 - A. Owner shall have the responsibilities set forth herein and in Exhibit B.
 - B. Owner shall pay Engineer as set forth in Exhibit A, "Task Order." Compensation for "time and materials" method of payment shall be in accordance with Exhibit C, "Rate Schedule." The Rate Schedule shall be updated upon the date of expiration using Exhibit F, "Amendment to Standard Form of Agreement."
 - C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3-SCHEDULE FOR RENDERING SERVICES

- 3.01 Commencement
 - A. Engineer shall begin rendering services as of the Effective Date of the task order.
- 3.02 Time for Completion
 - A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
 - B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
 - C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
 - D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

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E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4-INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices. Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit A, and in a manner acceptable to Owner. Engineer shall submit its invoices to Owner no more than once per month. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Failure to Pay. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice and funds are available for the Project, then:
 - 1. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. Disputed Invoices. If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5-OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

5.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6-GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

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- C. Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner. The retention of such Consultants shall not reduce the Engineer's obligations to Owner under this Agreement.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations. Engineer shall comply with Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract, Funding Agency Edition" as prepared by the Engineers Joint Contract Documents Committee (No. C-710, 2002 Edition or later) unless both parties mutually agree to use other General Conditions.
- H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- 1. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 Use of Documents

A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right offense at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed font, signed or sealed by the Engineer or one of its Consultants.

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- B. A party may rely data or information set forth on paper (also known as hard copies) that the party receives from the oilier party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and oilier projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification -without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit D, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit D, "Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance -with the requirements of paragraph 5.04 of the "Standard General Conditions of the Construction Contract" (No. C-710, 2002 Edition, or later) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and oilier insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit D. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers -will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.

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F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit D. If so, requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit D will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension.

- 1. By Owner: Owner may suspend the Project upon seven days written notice to Engineer.
- 2. By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.
- B. Termination. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.l.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. Effective Date of Termination. The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. Payments Upon Termination.
 - 1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive payment for all acceptable services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

- 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in paragraph 6.05.D. I, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs.
- E. Delivery of Project Materials to Owner. Prior to the effective date of termination, the Engineer will deliver to Owner copies of all completed Documents and other Project materials for which Owner has compensated Engineer. Owner's use of any such Documents or Project materials shall be subject to the tens of Paragraph 6.03.

6.06 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located, its conflict of laws provisions excepted.

6.07 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this paragraph 6.07.C shall appear in the Contract Documents.

6.08 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit E or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under paragraph 6.08.A, then either or both may invoke the procedures of Exhibit E. If Exhibit E is not included, or if no dispute resolution method is specified in Exhibit E, then the parties may exercise their rights under law.

Page 6 of 12 Master Service Agreement

6.09 Environmental Condition of Site

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner:

 (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants.
- B. Indemnification by Owner. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- C. Environmental Indemnification. In addition to the indemnity provided under paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers,

Page 7 of 12 Master Service Agreement

directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. Percentage Share of Negligence. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damage caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver. To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.
- F. Engineer's Liability Limited to Amount of Engineer's Compensation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer for the Scope of Work outlined in Exhibit A, or the sum of \$25,000, whichever is greater.
- G. Exclusion of Special, Incidental, Indirect and Consequential Damages. To the fullest extent permitted by law, and not withstanding any other provision in the Agreement, Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them.

6.11 Miscellaneous Provisions

- A. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. Waiver. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims. To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7-DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-710, 2002 Edition, or later):
 - 1. Services The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.
 - 2. Construction Cost The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 - 3. Constituent of Concern Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [t] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 4. Consultants Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
 - 5. Documents Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
 - 6. Drawings That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
 - 7. Effective Date of the Agreement The date indicated in this Agreement on which it becomes effective. If no such date is indicated it means the date on which Agency concurs with the Agreement.
 - 8. Laws and Regulations; Laws or Regulations Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 - 9. Reimbursable Expenses The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

Page 9 of 12 Master Service Agreement

- 10. Resident Project Representative The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit A.
- 11. Specifications That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
- 12. Total Project Costs The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8-EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits

- A. Exhibit A, "Task Order."
- B. Exhibit B, "Owner's Responsibilities."
- C. Exhibit C, "Rate Schedule."
- D. Exhibit D, "Insurance."
- E. Exhibit E, 'Dispute Resolution."
- F. Exhibit F, "Amendment to Standard Form of Agreement."

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 12, inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer for the Project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument based on the format of Exhibit F to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

IN WITNESS WHEREOF, the parties hereto have executed the	nis Agreement.	
Owner:	Engineer:	CFA, Inc.
Ву:	Ву:	
Print Name:	Print Nam	Bob LaRiviere, PLS
Title	_ Title	President
Date Signed:	Date Sign	ed:
	Engineer	License or Certificate No.
	State of	Nevada
Address for giving notices: Storey County Commission		CFA, Inc
	<u> </u>	1150 Corporate Blvd.
		Reno, NV 89502
Designated Representative (see paragraph 8.03.A):		ntative (see paragraph 8.03.A): R. David Snelgrove, AICP
Title:	Title:	Planning & Right of Way Manager
Phone Number:	Phone Number:	775-737-8910
Facsimile Number:	Facsimile Number:	775-856-1160
E-Mail Address:	_ E-Mail Address:	dsnelgrove@CFAReno.com
	Page 12 of 12	
Mast	ter Service Agreement	

Tя	٩k	O	rd	er

Task Order No. 1:

Date: June , 2019

Title: Development Application Review - On-Call Services

Project Description: This project involves assistance to the Storey County Community Development Department in the review of larger development applications. All services are to be provided in an "On-Call" basis. Specific projects where the Engineer's on-call assistance is desired will be at the sole discretion of the Storey County Planning Director.

Project Budget:

The approved project budget is as follows:

On-Call Land Use Planning and Civil Engineering Development Review Services:

\$40,000*

Notes - * - Services to be provided on a Time and Materials (T&M) based fee with the budget amount as a not-to-exceed amount without prior approval by the Storey County Board of Commissioners.

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

PART I -SERVICES

On-Call Development Application Review Services

Services to be provided under this task include, but are not limited to:

Review of the specified development applications for conformance with Storey County Master Plan
Review of specified development application(s) for conformance with Storey County Land Use Code (Setbacks, Parking, Landscaping,
Review of proposed preliminary utility and public level improvements against Storey County design standards and best management
practices (BMP's) for such design

PART 2-COMPENSATION

- A.2.1 Compensation for Basic Services -Time and Materials Method of Payment
 - A. Owner shall pay Engineer for Services set forth in Exhibit A, as follows:
 - 1. Services provided under this task order will be invoiced on a monthly basis and are payable within 30 from the date of invoice. For services performed or furnished under paragraphs A.1.01 through A.1.03, the Lump Sum amount of One Million, Five Hundred Thousand Dollars (\$1,500,000). Payment will be made on a percent complete basis. Final payment will not be due until all services described in this contract are complete.
 - 2. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any.

 Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

Page 1 of 2 Exhibit A-Task Order Master Service Agreement

PART 3-SCHEDULE Due to the expected sporadic nature of the services identified in this task order, the timeframe necessary for each project review						
that is requested by Storey County will be determined as each task is assigned based on the overall size of the project and complexity of the review. Acceptance of the time frame shall be to the agreement of both the Owner and Engineer.						
Page 2 of 2						
Evhibit A. Task Order						

This is EXHIBIT B, consisting of 1 page, referred to	in and	part of the A	greement
between Owner and Enginee	r for	Professional	Services
		dated June	, 2019

Owner's	Respo	nsibi	lities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

- B.2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense
 - A. provide Engineer with the following information prior to the commencement of any development review task:
 - 1. Complete copy of the defined project application materials submitted to Storey
 - 2. Copy of target documentation format and style (possibly from other staff reports)
 - 3. Copy of any past approvals for the subject property
 - 4. Electronic searchable copy of the current Storey County documents that will be required as the basis of development review (including but not limited to Master Plan, Zoning Code, design standards used by Storey County)
 - B. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as may be necessary for site visit to view existing conditions of proposed development property.
 - C. Either provide direct access or provide Storey County conduit for communication with the project applicant or applicant's representative for any questions regarding the proposed development.

CFA, Inc. 2019 Fee Schedule

	Rate Per Hour
President	\$155.00
Principal or Department Manager Engineering/Land Surveying/Planning	\$135.00 - \$155.00
Senior Engineer/Land Surveyor/Planner	\$125.00 - \$145.00
Project Engineer/Land Surveyor/Associate Planner	\$100.00 - \$125.00
Civil Designer/Land Survey Technician	\$ 90.00 – \$115.00
Civil Technician/Land Survey Draftsman/Assistant Planner	\$ 85.00 - \$100.00
Intern Engineering/Land Surveying/Planning	\$ 45.00 - \$ 60.00
Construction Observation	\$ 85.00 - \$ 95.00
1-Man Survey Crew	\$135.00 – \$155.00
Additional Survey Crew Members	\$ 35.00 - \$ 55.00
Clerical	\$ 45.00 - \$ 60.00

Notes

- 1. Direct expenses such as reproduction, postage, express mail, subsistence, and travel will be billed additionally as a direct expense.
- 2. Vehicle miles may be charged at the current federal rate per mile
- 3. Overtime may be charged at 1.50 times the fee schedule.
- 4. Court-related research and appearances including but not limited to depositions or other legal testimony, and research for any legal proceedings will be charged at 1.5 times the hourly rate.
- 5. Vehicles used for Construction Observation projects may be billed at \$10.00 per hour.
- 6. This fee schedule is subject to change on an annual basis.

Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties:

D.6.04 Insurance

A. The limits of liability for the insurance required by paragraph 6.04 and 6.04.B of the Agreement are as follows:

1. By Engineer:

a.	Workers' Compensation:	
b.	Employer's Liability -	Statutory
	 Each Accident: Disease, Policy Limit: Disease, Each Employee: 	\$500,000 \$500,000 \$500,000
c.	General Liability - 1) Each Occurrence (Bodily Injury and Property Damage):	\$2,000,000

\$4,000,000 2) General Aggregate:

d. Excess Umbrella Liability -None 1) Each Occurrence: None 2) General Aggregate:

e. Automobile Liability -1) Combined Single Limit (Bodily Injury and Property Damage): a) Each Accident

\$1,000,000

Professional Liability Insurance \$1,000,000 1) Each Claim Made: \$1,000,000 2) Annual Aggregate: Other (specify): None

2. By Owner:

Statutory Workers' Compensation: Employer's Liability -

1) Each Accident: \$1.000,000

\$1.000,000 2) Disease, Policy Limit: \$1,000,000 3) Disease, Each Employee:

General Liability -

\$2,000,000 1) General Aggregate:

> Page 1 of 2 **Exhibit D-Insurance** Master Service Agreement

Each Occurrence (Bodily Injury and Property Damage):	<u>\$1.000.000</u>
d. Excess Umbrella Liability –	None.
1) Each Occurrence: 2) General Aggregate:	None
e. Automobile Liability - 1) Combined Single Limit	
(Bodily Injury and Property Damage):	
1) Each Accident	\$1,000,000
f. Other (specify):	None

B. Additional Insureds.

1. The following persons or entities are to be listed on Owner's general liability and property policies of insurance as additional insureds, as provided in paragraph 6.04.B:

a.	CFA, Inc.	 		 	
	Engineer				

- 2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
- 3. The Owner shall be listed on Engineer's general liability policy as provided in paragraph 6.04.A.

This is EXHIBIT E, consisting of lpage, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated June , 2019.

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

E.6.08 Dispute Resolution

Owner and Engineer agree to negotiate all disputes between them in good faith for a period not to exceed 30 days from the date of notice prior to exercising their rights under this Exhibit E or other provisions of this Agreement, or under law.

Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation.

All Disputes between Owner and Engineer not settled by mediation pursuant to this Exhibit E, shall be submitted exclusively to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association effective at the Effective Date of the Agreement, subject to the limitations and restrictions stated in this Section and any applicable Nevada law. The arbitration shall be conducted exclusively in Washoe County, Nevada at a location mutually acceptable to Owner and Engineer. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Section will be specifically enforceable under prevailing law of any court having jurisdiction. The award rendered by the arbitrators will be final, and judgment may be entered upon it in any court having jurisdiction thereof.

This is EXHIBIT F, consisting of 2 pages, referred to in and p	art of the
Agreement between Owner and Engineer for Professional	Services
	20, 2019

Amandm	ant to Own	er-Engine	er A arees	ment
Amenam	ent to Owr	ier-Engine	er Agreei	nem

1	- T	- 1	 Date

a. Effective Date of Owner-Engineer Agreement: June ____, 2019

b. Owner: Storey County

c. Engineer: CFA, Inc.

2. Nature of Amendment

3. Description of Modifications

Exhibit F-Amendment to Owner-Engineer Agreement

VNER:	ENGINEER:	
:	D.w.	
le:	Title:	
tte Signed:	Date Signed:	



Storey County Board of County Commissioners Agenda Action Report

Meeti	ing date: July 2	, 18, 2019	Estimate	of time required	: 15 minutes
Agen	da: Consent []	Regular agenda [X]	Public hearing re	equired []	
1.	City to have the	OSSIBLE ACTION: In the Carson City Public Grate of \$150.00 per hour	luardian also act	l of interlocal agre as the public guar	eement with Carson dian for Storey
2.	agreement bet	ed motion: I ween Carson City and S arson City on behalf of S	Storey County for	oner) move to approper the provision of	prove the interlocal public guardian
3.	Prepared by:	Keith Loomis			
4.	Department:	District Attorney's Off	fice	Telephone:	847-0964
5.	of a public gu services can b district. Inash District of Ne the Public Gu appointment of Storey County	ry: NRS 253.150(1) requardian. Pursuant to NRS e accomplished by agreenuch as Carson City and ardian of Storey County of the Carson City Public will pay \$150.00/hr. ar public guardian.	S 253.150(2)(e) the ement between the storey County of the lesignate the Public. The proposed of Guardian as the	the provision of pure counties withing the large both within the lic Guardian of Calinterlocal agreements of Public Guardian	ablic guardian In the same judicial First Judicial In the same judicial In the same salso In the same
6.	Supporting to Carson City to	materials: Proposed Into Provide Public Guardi	erlocal Agreeme an Services	nt Between Storey	County and
7.	Fiscal impac	<u>t</u> :			
	Funds Availal	ole:	Fund:		Comptroller
8.	Legal review	required:			
	X Distric	et Attorney			
8.	Reviewed by	<u>/:</u> :			

Department Head County Manager		rtment Name: r agency review:	
Approved		Approved with Modifications	
	pard action:	pard action: Approved []	pard action: Approved [] Approved with Modifications

Agenda Item No.

INTERLOCAL AGREEMENT BETWEEN STOREY COUNTY AND CARSON CITY TO PROVIDE PUBLIC GUARDIAN SERVICES

This Agreement is made by and between Storey County, a political subdivision of the state of Nevada, and Carson City, a consolidated municipality and political subdivision of the state of Nevada:

RECITALS

WHEREAS Storey County and Carson City are public agencies under NRS 277.100; and WHEREAS NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS NRS 253.150(1) requires all counties to have a Public Guardian; and WHEREAS NRS 253.150(2)(e) authorizes a county to contract with a neighboring county in the same judicial district to designate as public guardian the public guardian of the neighboring county; and

WHEREAS Storey County and Carson City are within the First Judicial District; and WHEREAS Storey County and Carson City had previously entered into an interlocal contract, but which interlocal contract has expired:

NOW, THEREFORE, in consideration of the promises and provisions contained in this Agreement and other good and valuable consideration, Storey County and Carson City do agree as follows:

- 1. The Carson City Public Guardian shall act as the Public Guardian for Storey County and shall be appointed as guardian pursuant to NRS Chapter 159 for any protected person who meets the requirements for the appointment of the Storey County Public Guardian.
- 2. Any duly appointed deputies of the Carson City Public Guardian shall have authority to act as a deputy public guardian of Storey County pursuant to NRS 253.175.
- 3. Storey County shall pay fees for the services of the Public Guardian, including deputies and staff, in the amount of \$150.00 per hour and mileage at the IRS rate. The Public Guardian shall account for all services provided and mileage incurred for each protected person

for whom the Public Guardian is appointed. Such accountings shall be provided to Storey County quarterly, on the 30th day of each March, June, September, and December, or the next business day if the 30th is not a business day. Storey County shall pay said fees within 30 days of receipt of the accounting.

- 4. The Public Guardian shall seek reimbursement for the services of the Public Guardian from the protected person's estate as provided in NRS 253.230 and NRS 253.240
- 5. As soon as reasonably practicable after the commencement of this Agreement, the Public Guardian shall take the oath of office and shall file with the Storey County clerk a general bond in the amount fixed by the Storey County Board of County Commissioners, pursuant to NRS 253.160, to be paid by Storey County.
- 6. Carson City agrees to provide notice to Storey County, within 10 days, of any change in the appointment of the Public Guardian.
- 7. Storey County hereby authorizes the Public Guardian to obtain assistance from the office of the district attorney of Storey County pursuant to NRS 253.215(1)(b).
- 8. Storey County agrees to hold harmless, indemnify, and defend Carson City from any and all losses, liabilities, claims, or expenses of any nature to the person or property of another related to any matter for which the Public Guardian is acting on behalf of Storey County pursuant to this Agreement.
- 9. Neither Storey County nor Carson City waives, and each intends to assert, available NRS Chapter 41 liability limitations in all cases.
- 10. This Agreement may be terminated upon thirty (30) day's written notice by either party.
- 11. The duration of this Agreement shall commence on the date of execution by all Parties and continue in full force and effect until terminated pursuant to the terms of this agreement.

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12. Any notice required under this Agreement sha	ll be provided as follows:
For Carson City: City Manager 201 North Carson Street Carson City, Nevada 89701	
For Storey County: Board of Storey County Commissioners P.O. Box 176 Virginia City, NV 89440	
13. The Parties hereto represent and warrant that the	he person executing this Agreement on
behalf of each Party has full power and authority to	enter into this Agreement and that the
Parties are authorized by law to perform the acts co	ontemplated herein.
Dated this day of	_, 2019
Storey County Board of Commissioners	Approved as to form:
By:	By:
Chairman	District Attorney
Dated this day of	_, 2019
Carson City Board of Commissioners	Approved as to form:
By:	By:
Mayor	Deputy District Attorney



Storey County Board of County Commissioners Agenda Action Report

	eeting date: July 2, 2019 (Continuates	ued from 6/18/2019) E	stimate of time required: 15	
Ag	genda: Consent [] Regular agend	da [X] Public hearing r	required []	
1.	Title: FOR POSSIBLE AC excess funds paid for comm	CTION: Consideration arunity development permit	nd possible approval of refund of s in the amount of \$71,266.97.	
2. 3.	Manager or his designee to a	arrange for the refund of a	sioner) move to authorize the Count amounts overpaid to Community y persons or entities paying fees for	
3.	Prepared by: Keith Loomi	is		
4.	Department: District Attorn	ney's Office	Telephone : 847-0964	
6.	increased by 10%. This increased County Commissioners and conscommunity development fees was of DiPietro & Thornton. That replanning and building fees was \$100.000.	ne adoption of the 1997 Uged for obtaining some be is not contained in a Restitutes an overcharge. A ras conducted by Joseph Ceview determined that the \$71,266.97.	Iniform Building Code Fees uilding and planning permits was solution adopted by the Board of n Agreed Upon Procedures review Costanza CPA of the accounting firm	n
7.	Fiscal impact:			
	Funds Available:	Fund:	Comptroller	
8.	Legal review required:			
	X District Attorney			
8.	Reviewed by:			

	Department Head County Manager	Department Name: Other agency review:	
9.	Board action: Approved Denied	[] Approved with Modifications [] Continued	

Agenda Item No.

Joseph F. Costanza, CPA Scott A. Westover, CPA Theresa M. Westover, CPA Of Counsel John F. DiPietro, CPA Randall D. Thornton, CPA

To the District Attorney Storey County, Nevada

We were engaged to verify the amounts charged for building permits issued by Storey County from July 2017 to March 2019. To fulfill the requirements of our engagement we performed the procedures enumerated below, which were agreed to by the District Attorney of Storey County. Storey County is responsible for its building permit billings from July 2017 to March 2019. The sufficiency of the procedures we performed are solely the responsibility of the Storey County. Consequently, we make no representation regarding the sufficiency of the procedures enumerated below either for the purpose for which this report has been requested or for any other purpose.

The procedures and the associated findings are as follows:

a. We recalculated the building and planning permit fees billed by Storey County from July 2017 to March 2019 using rates from the 1997 Uniform Building Code, Section 107 fees.

We found that fees were raised by ten percent on 316 of the 486 building permits issued from July 2017 to March 2019.

b. We calculated the total amount of building and planning permit fees overcharged between July 2017 and March 2019 that were collected by the County.

We found that the County had collected overcharged building and planning permit fees of \$71,266.97 during this time period. Detail can be found on exhibit 1.

c. We calculated the total amount of building and planning permit fees overcharged between July 2017 and March 2019 that were abated by the County.

We found that the County had abated overcharged building and planning permit fees of \$326,257.68 during this time period. Detail can be found on exhibit 2.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or a review, the objective of which would be the expression of an opinion or conclusion, respectively, on the billing of building and planning permit fees by Storey County from July 2017 to March 2019. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of Storey County, and is not intended to be and should not be used by anyone other than the specified parties.

Reno, NV

May 2, 2019

DARLAJAK

Exhibit 1	The second secon		ed 10tal Amount		1,242.60	420.34	327.71	3,201.25	2,931.24	394.93	626.62	23,106.19	549.24	829.70	208.74	206.66	6,660.23	1,131.49	713.05	9:	1	345.26		2,965.81	•				331.80		1,148.81	305.05	50.002		00.867
	ch 2019		(Recalculated) (Recalculated)	-	489.51	165.59	129.10		1,154.73	155.58	246.85		216.37	326.85	82.23			:	280.90	•		136.01		1,168.35	•	•					452.56	353.13			l.
	Storey County Unabated Permits Issued from July 2017-March 2019	n. 13: - E	(Recalculated)	54.00	753.09	254.75	19861	1,940.15	1,776.51	239.35	379.77	14,003.75	332.87	502.85	126.51	125.25	4,036.50	685.75	432.15	•	•	209.25		1,797.46		•		12,664.20	201.13	654.95	696.25	543.28	124.21	C7:101	
	S Unabated Permits Iss	1: 12:	(Charsed)	89.10	1,242.60	420.34	327.71	3,201.25	2,931.24	394.93	626.62	23,106.19	549.24	829.70	208.74	206.66	6,660.23	1,131.49	713.05	•	•	345.26		2,965.81	•	•	1	20,895.93	331.86	1,080.67	1,148.81	896.41	20.202	00.667	
			(Charoed)	35.10	489.51	165.59	129.10	1,261.10	1,154.73	155.58	246.85	9,102.44	216.37	326.85	82.23	81.41	2,623.73	445.74	280.90	•	1	136.01		1,168.35		4	•	8,231.73	130.73	425.72	452.56	353.13	80.78	18./11	
		T :: 4	Charoed)	54.00	753.09	254.75	19861	1,940.15	1,776.51	239.35	77.67.8	14,003.75	332.87	502.85	126.51	125.25	4,036.50	685.75	432.15	•	•	209.25		1,797.46	•		•	12,664.20	201.13	654.95	696.25	543.28	124.27	181.25	
			Permit Number	9958	6566	0966	1966	9962	6966	9964	5966	9966	1966	8966	6966	0266	1266	9972	6266	9974	5266	9266	2266	8266	6266	0866	1866	9982	9983	9984	9985	9866	1866	8866	0800

Amount	Overcharged		•	82.68	135.22		•			ı.		135.22	202.05	L	•	•	705.56	9		•	•	•	• • •		•	•	•	•	•	395.09	47.83			•		1	
Combined Total	(Recalculated)	•	463.07	834.62	1,350.94	104.20	285.66	116.57	84.07	•	199.96	1,350.94	2,019.23	2,994.17		r	7,036.43	1,197.55		308.30	•		447.83	379.91	1,297.58	221.68	241.31		553.16	3,949.69	477.10	-	879.04		454.41	•	558.94
Planning Fee	(Recalculated)	•	182.42	328.79	532.19	41.05	112.53	45.92	33.12	•	78.77	532.19	795.45	1,179.52		*	2,771.93	471.76	•	121.45	•	•	176.42	149.66	511.17	87.33	90:56	1	217.91	1,555.94	187.95		346.29		179.01		220.19
Building Fee	(Recalculated)	1	280.65	505.83	818.75	63.15	173.13	70.65	50.95	ŀ	121.19	818.75	1,223.77	1,814.65			4,264.50	725.79	6.	186.85	•	•	271.41	230.25	786.41	134.35	146.25	•	335.25	2,393.75	289.15		532.75		275.40	•	338.75
Combined Total	(Charged)	•	463.07	917.30	1,486.16	104.20	285.66	116.57	84.07	1 .	199.96	1,486.16	2,221.28	2,994.17	•		7,741.98	1,197.55	•	308.30		1	447.83	379.91	1,297.58	221.68	241.31	•	553.16	4,344.78	524.93	•	879.04		454.41		558.94
Planning Fee	(Charged)	•	182.42	361.36	585.46	41.05	112.53	45.92	33.12	•	78.77	585.46	875.05	1,179.52	•		3,049.87	471.76	f	121.45	•	=	176.42	149.66	511.17	87.33	90.26		217.91	1,711.58	206.79	ı	346.29	_	179.01	1	220.19
Building Fee	(Charged)	•	280.65	555.94	900.70	63.15	173.13	70.65	50.95		121.19	02.006	1,346.23	1,814.65	•		4,692.11	725.79	ı	186.85	•	•	271.41	230.25	786.41	134.35	146.25	· 1	335.25	2,633.20	318.14		532.75	•	275.40	-	338.75
	Permit Number	1666	7666	6666	7666	5666	9666	2666	8666	6666	10000	10001	10002	10003	10004	10005	10006	10006	10001	10008	10000	10010	10011	10012	10013	10014	10015	10016	10017	10018	10019	10020	10021	10022	10023	10024	10025

Planning Fee (Charged)	ee Combined Total (Charged)	Building Fee (Recalculated)	Planning Fee (Recalculated)	Combined Total (Recalculated)	Amount
1,110.98	2,820.18	1,553.75	1,009.94	2,563.69	256.49
92.06	241.31	146.25	92:06	241.31	
117.81	299.06	181.25	117.81	299.06	•
41.05	104.20	63.15	41.05	104.20	•
43.03	109.23	66.20	43.03	109.23	•
1	J	•	•	•	•
42,325.93	107,442.74	58,982.11	38,338.37	97,320.49	10,122.25
52.38	132.97	80.59	52.38	132.97	•
94.70	240.39	145.69	94.70	240.39	1
532.19	1,350.94	818.75	532.19	1,350.94	
75.32	191.19	115.87	75.32	191.19	
	•		•	1	
1,461.48	3,709.91	2,248.43	1,461.48	3,709.91	•
1,033.73	2,624.08	1,445.71	939.71	2,385.42	238.66
660.53	1,676.73	923.75	600.44	1,524.19	152.54
.53	280.58	170.05	110.53	280.58	•
483.59	1,227.58	743.99	483.59	1,227.58	P :
1,737.94	4,411.69	2,673.75	1,737.94	4,411.69	b .
1,510.29	3,833.81	2,112.23	1,372.95	33	348.63
123.64	313.85	172.85	112.35		28.64
77.59	196.96	108.45	70.49	178.94	18.02
	•	ė	•	® a	
7,670.13	19,470.33	10,718.75	6,967.19	17,685.94	1,784.39
117.81	299.06	181.25	117.81	299.06	•
339.91	862.85	522.94	339.91		
421.85	1,070.85	649.00	421.85	_	
131.46	333.71	202.25	131.46		
460.33	1,168.53	644.25	418.76	1,063.01	105.52
•	•	•	•	*	•
979.11	2,485.43	1,506.32	979.11	2,485.43	
•	•	•	•	•	•
190,61	483.86	293.25	190.61		
92.70	235.31	142.61	92.70	235.31	•
227.01	576.26	349.25	227.01	576.26	
		•	. •	1	
15.28	000	23.50	15.38	00 00	<u> </u>
	38.78	07.77	02.01		•

Amount	Overcharged		497.47	70.30	44.65	ı	•	34.65	36.49	•.	•		82.39	24.75		72.19	•	4.04	•	•	129.05		•	194.03	•		•	132.58	•	154.40	102.18	1	18.82	•	B .	113.27	1
Combined Total	(Recalculated)		4,955.87	702.20	445.17	326.09	422.19	345.26	364.16	183.56	•	183.56	823.21	246.76	89.10	729.71	•	38.78	137,36	•	1,289.68	420.80		1,939.05	•		•	1,324.60	799.03	1,542.73	1,029.68		187.47	137.36	•	1,131.49	643.25
Planning Fee	(Recalculated)	•	ı	ı	175.37	128.46	166.32	136.01	•	72.31	•	72.31	•	•	35.10	287.46	•	15.28	54.11	•	•	165.77	•	763.87		-	•	521.81	314.77	607.74	405.63	•	•	54.11		445.74	253 40
Building Fee	(Recalculated)	•	4,955.87	702.20	269.80	197.63	255.87	209.25	364.16	111.25	•	111.25	823.21	246.76	54.00	442.25		23.50	83.25	•	1,289.68	255.03		1,175.18		•		802.79	484.26	934.99	624.05	•	187.47	83.25	•	685.75	389.85
Combined Total	(Charged)	1.	5,453.34	772.50	489.82	326.09	422.19	379.91	400.65	183.56		183.56	09.506	271.51	89.10	801.90	•	42.82	137.36	•	1,418.73	420.80	•	2,133.08			•	1,457.18	799.03	1,697.12	1,131.87	•	206.29	137.36	•	1,244.76	643.25
Planning Fee	(Charged)	•	•	•	192.96	128.46	166.32	149.66	1	72.31	•	72.31	•		35.10	315.90		16.87	54.11			165.77		840.30		•	•	574.04	314.77	95'899	445.89	•		54.11	,	490.36	253 40
Building Fee	(Charged)	B	5,453.34	772.50	296.86	197.63	255.87	230.25	400.65	111.25	•	111.25	905.60	271.51	24.00	486.00	1.	25.95	83.25	t	1,418.73	255.03		1,292.77		•	•	883.14	484.26	1,028.56	86:289	•	206.29	83.25	•	754.40	380 85
	Permit Number	10063	10064	10065	10066	10067	10068	10069	10071	10072	10073	10074	10075	10076	10078	10079	10080	10081	10082	10083	10084	10085	10087	10088	10089	10090	10001	10092	10093	10094	10097	10098	10099	10100	10101	10102	10103

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	Building Fee	Planning Fee	Combined Total	Building Fee	Planning Fee	Combined Total	Amount
Permit Number	(Charged)	(Charged)	(Charged)	(Recalculated)	(Recalculated)	(Recalculated)	Overcharged
10105	85.49	55.57	141.06	85.49	55.57	141.06	
10106	329.50	214.18	543.68	299.90	194.94	484.84	48.84
10107	6,574.20	4,273.23	10,847.43	5,973.75	3,882.94	69'958'6	990.74
10077	276.45	69.621	456,14	251.25	163.31	414.56	41.58
10108	3,939.63	2,560.76	6,500.39	3,581.08	2,327.70	5,908.78	591.61
10109			•	•			
10110	•	•	•	•			- 4
10111	1,216.40	790.66	2,007.06	1,105.75	718.74	1,824.49	182.57
10112		, p:	•	•	•	•	•
10115	1,062.40	990.26	1,752.96	965.75	627.74	1,593.49	159.47
10116		54.11	137.36	83.25	54.11	137.36	•
10117	1		•	•		- ,9 :	•
10118	2,764.00	1,796.60	4,560.60	2,512.66	1,633.23	4,145.89	414.71
10119				•		•	
10120	I.	•	•:	•	•	•	•
10121	242.85	157.85	400.70	242.85	157.85	400.70	•
10122	113.07	73.50	186.57	113.07	73.50	186.57	
10123	•		1.		•	•	
10124		•			•		•
10125	1	•		•	•		
10127	1,216.23	790.55	2,006.78	1,216.23	790.55	2,006.78	
10128		•		1	,	•	•
10130			•	•	•	5	
10131	422.92	274.90	697.82	422.92	274.90	697.82	•
10132	199.45	129.64	329.09	181.25	117.81	299.06	30.03
10133		•	•	•	•	•	1
10134	106.63	16.69	175.94	106.63	69.31	175.94	
10135	67.55	43.91	111.46	61.35	39.88	101.23	10.23
10136		•		-	-		9
10137	•	•	•		•	•	•
10138		•				•	•
10139	•	•	•	•	•		
10140	567.16	368.65	935.81	516.04	335.42	851.46	84.35
10141	•	•	•		•		1
10142	4,461.99	2,900.29	7,362.28	4,055.50	2,636.08	6,691.58	670.71
10143	83.25	54.11	137.36	83.25	54.11	137.36	•
10144		. 1	•		•		•

Planning Fee (Charged)
27.17
108.22
934.80
65.28
144.66
117.81
ı
6 :
5,378.53
610.48
710.58
Ď
•
154.21
113.26
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•
2,446.50
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15.28
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80.23
•
54.29
1,018.00
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•
5.88
5,025.86
463.94
63.21
208.81
•
834.02
•

Amount	Overcnarged		•	ţ	•	652.49	•	11,276.50	•		73.97	18.48	•	•		•	- A Committee on the Co	1		•		•		108.65		15,87	82.19		53.13	53.13	33.13	23.13	53.13	209.27	209.27	23.13 - - - 77.04 209.27	209.27 - 77.04 209.27 - 1,845.61	209.27 1,845.61 26.02 26.02
Combined Total	(Kecanchiaged)		1,511.60	•	, e	6,511.31	2,138.91	111,324.24	•	•	747.53	183.56		1,751.67		1	•	.•	•	•	275.96	1,639.69	211.45	1,085.29	1,266.49	157.46	829.70	530.06		•	262.10	262.10 308.30	262.10 308.30 778.19	262.10 308.30 778.19 2,091.52	262.10 308.30 778.19 2,091.52	262.10 308.30 778.19 2,091.52	262.10 308.30 778.19 2,091.52 - 18,288.19 259.03	262.10 308.30 778.19 2,091.52 - 18,288.19 259.03
Planning Fee	(Kecalculated)		595.48		•	2,565.06	842.60	43,855.00	•	**	294.48	72.31	•	50.069			•	•	•		108.71	645.94	83.30	427.54	498.92	62.03	326.85	208.81	•		103.25	103.25	103.25 121.45 306.56	103.25 121.45 306.56 823.93	103.25 121.45 306.56 823.93	7	7	7,
Building Fee	[Kecalculated]		916.12		•	3,946,25	1,296.31	67,469.24	•	1	453.05	111.25	•	1,061.62	•		•		•	1	167.25	993.75	128.15	657.75	767.57	95.43	502.85	321.25		70 021	136.63	186.85	136.85	136.85 186.85 471.63 1,267.59	136.85 186.85 471.63 1,267.59	186.85 186.85 471.63 1,267.59	136.85 186.85 471.63 1,267.59 11,083.75	136.85 186.85 471.63 1,267.59 - 11,083.75 156.99
Combined Total	(Cnarged)	•	1,511.60	•		7,163.81	2,138.91	122,600.74	•	1	821.50	202.04		1,751.67	•	•	•		•	•	275.96	1,639.69	211.45	1,193.94	1,266.49	173.33	911.89	583.19		262.10		308.30	308.30	308.30 855.23 2,300.79	308.30 855.23 2,300.79	308.30 855.23 2,300.79	308.30 855.23 2,300.79 - 20,133.80	308.30 855.23 2,300.79 - 20,133.80 285.05
Planning Fee	(Charged)		595.48	•	,	2,822.11	842.60	48,297.26	•	•	323.62	79.59	D	690.05		•	•	•	•	9	108.71	645.94	83.30	470.34	498.92	68.28	359.23	229.74	•	103.25		121.45	336.91	336.91 906.37	121.45 336.91 906.37	121.45 336.91 906.37 -	121.45 336.91 906.37 - 7,931.50	121.45 336.91 906.37 - 7,931.50 112.29
Building Fee	(Charged)	•	916.12	•	•	4,341.70	1,296.31	74,303.48	•	•	497.88	122.45	•	1,061.62	Ţ	•	1				167.25	993.75	128.15	723.60			552.66	353.45	•	158.85		180.85					1	
,	remut Number	10182	10183	10186	10187	10189	10190	10101	10192	10193	10194	10195	10196	10199	10200	10201	10202	10203	10204	10204	10205	10207	10208	10209	10210	10211	10212	10213	10214	10125		10216	10216	10216 10217 10218	10216 10217 10218 10219	10216 10217 10218 10219 10219	10216 10217 10218 10219 10220 10220	10216 10217 10218 10219 10220 10222

	Building Fee	Planning Fee	Combined Total	Building Fee	Planning Fee	Combined Total	Amount
Permit Number	(Charged)	(Charged)	(Charged)	(Recalculated)	(Recalculated)	(Recalculated)	Overcharged
10226	•.	•	•			•	•
10227	54.00	35.10	89.10	54.00	35.10	89.10	
10228	•	•	•	•	d:		•
10229	•	•	•		•	•	
10230				•	•		
10231	209.25	136.01	345.26	209.25	136.01	345.26	•
10232	402.73	261.77	664.50	366.05	237.93	603.98	60.52
10233	1,576.82	1,024.93	2,601.75	1,576.82	1,024.93	2,601.75	
10234	8		B	•	•		•
10235	480.45	312.29	792.74	437.20	284.18	721.38	71.36
10236	•		•	1	÷ •	3	•
10237		•	•	,ú.	•		.∎.
10238	1,018.33	661.91	1,680.24	1,018.33	16.199	1,	
10239	237.25	154.21	391.46	237.25	154.21	391.46	₽ .
10240	201.76	131.14	332.90	183.35	119.18	302.53	30.38
10241		ť	•		•	•	
10242		1	•	•	•	•	
10244		1	•	•	•	•	
10245			•	•	•	•	•.
10246	353.45	229.74	583.19	321.25	208.81	530.06	53.13
10247	91.65	59.57	151.22	83.25	54.11	137.36	13.86
10248			•	•		:	1
10249	552.66	359.23	911.89	502.85	326.85		82.19
10251	66.20	43.03	109.23	66.20	43.03		•
10252	6,827.46	4,437.85	11,265.31	6,203.70	4,032.41	10,236.11	1,029.20
10253	•	•	•	•	•	•	•
10254	•	•		•			
10255		460.93		709.13		-	
10255	-	159.67		223.25			36.96
10256	2,093.09	1,360.51	3,453.60	2,093.09	1,360.51	3,453.60	
10257	,	•			•		
10258	121.05	78.68	199.73	121.05	78.68		
10258	288.49	187.52		288.49	187.52		1
10259	122.45	79.59		111.25			18.48
10260	76.25	49.56	125.81	76.25			•.
10261	28.69	18.65	47.34	28.69	18.65	47.34	•
10262			ť	•		•	

•

	Building Fee	Planning Fee	Combined Total	Building Fee	Planning Fee	Combined Total	Amount
Permit Number	(Charged)	(Charged)	(Charged)	(Recalculated)	(Recalculated)	(Recalculated)	Overcharged
10263	437.20	284.18	721.38	437.20	284.18	721.38	•
10264	35,903.75	23,337.44	59,241.19	35,903.75	23,337.44	59,241.19	1
10265		181.51	460.76	279.25	181.51	460.76	
10266	90.25	58.66	148.91	90.25	58.66	148.91	1
10267		B	and the second s				
10268	•			•	•	5	•
10269				•	•	•	
10271	10,192.20	6,624.93	16,817.13	9,258.75	6,018.19	15,276.94	1,540.19
10272	384.25	249.76	634.01	349.25	227.01	576.26	57.75
10273		273.59	694.46	382.57	248.67	631.24	63.24
10275		119.02	302.12	183.10	119.01	302.11	00.0
10274		208.18	528.45	320.27	208.18	528.45	•
10276		45.01	114.26	69.25	45.01	114.26	
10277	1,281.38	832.90	2,114.28	1,281.38	832.90	2,114.27	0.00
10278	T	•	•	•	•	1	
10279	990.04	643.53	1,633.57	990.04	643.53	1,633.57	
10280	349.43	227.13	576.56	317.60	206.44	524.03	52.53
10281	ľ	•	•		•		
10283	•	1	•				R .
10284	212.75	138.29	351.04	212.75	138.29	351.04	
10286	•	•		1			•
10287	1,264.89	822.18	2,087.07	1,264.89	822.18	2,087.07	•
10288	652.65	424.22	1,076.87	593.75	385.94	69.626	97.18
10290	•	1					•
10291	306.67	199.34	506.01	278.72	181.17	459.89	46.11
10292	241.70	157.11	398.81	219.65	142.78	362.43	36.37
10293		: •	\$	•	•	4	•
10294	76.25	•	76.25	69.25		69.25	7.00
10295	77.622	155.85	395.62	239.77	155.85	395.62	•
10296			•	•		•	•
10297	•	•		•	•		
10298	27.43	17.83	45.26	27.43	17.83	45.26	00:0
10299		•		•			1 0
10300		269.78	684.83	377.25	245.21	622.46	62.37
10301	644.25	418.76	1,063.01	644.25	418.76	1,063.01	
10303	•	1					
10304	•		1				

Permit Number 10305 10306 10307 10310 10311	(Chomad)			,			
10305 10306 10307 10310 10311	Leidi geni	(Charged)	(Charged)	(Recalculated)	(Recalculated)	(Recalculated)	Overcharged
10306 10307 10309 10310 10311	•		•			•	•
10307 10309 10310 10311 10312	322.65	209.72	532.37	293.25	190.61	483.86	48.51
10309 10310 10311 10312	•	• :1	•		, 0 :		
10310 10311 10312	•	•			•	•	
10311	•				•	•	
10312	469.34	305.07	774.40	427.10	277.62	704.72	69.69
		•			•	•	•
10313	•	•		•			t
10314	504.02	327.61	831.63	458.63	298.11	756.74	74.89
10315	109.63	71.26	180.89	109.63	71.26	180.89	•
10316	102.29	66.49	168.78	102.29	66.49	168.78	
10317	76.96	63.03	160.00	16'96	63.03	160.00	•
10318	102.29	66.49	168.78	102.29	66.49	168.78	4
10319	391.25	254.31	645.56	391.25	254.31	645.56	•
10320	167.88	•	167.88	152.55	•	152.55	15.33
10321	•	٠	•	r		•	
10322	•	•	•	•		•	•
10323	•	•	•	1	•	•	
10324	1,093.20	710.58	1,803.78	993.75	645.94	1,639.69	164.09
10325	•	В		•	•	•	3
10326	j	•		•	ľ	3 :	•
10327			1	•	•		•
10328	•	•			•	•	
10329	50.95	33.12	84.07	50.95	33.12	84.07	•
10330			•				
10331	5,910.70	3,841.96	9,752.66	5,371.25	3,491.31	8,862.56	890.09
10332	1,384.68	900.04	2,284.72	1,384.68	900.04	2,284.72	
10333	42.65	27.72	70.37	38.75	25.19	63.94	6,44
10334	452.67	294.24	746.91	411.95	267.77	679.72	67.19
10335	862.20	560.43	1,422.63	783.75	509.44	1,293.19	129.44
10336	240.95	•	240.95	218.98	1	218.98	21.97
10337	91.65		91.65	83.25	•	83.25	8.40
10339	84.36	•	84.36	76.63	•	76.63	7.73
10340		•			•		•
10341	108.87	•	108.87	16.86		16.86	9.96
10343	415.05	269.78	684.83	377.25		622.46	62.37
10344	353.45	229.74	583.19	321.25	208.81	530.06	53.13

Amount	Overcharged	•	•	•			82.69		62.06	2,150.69	•	•	•	•		39.13	•			V i	•	161.55	210.29	•	302.69	990.74	19.60	,	•	207.12	319.32	8.40	50.03	7.28		in in the second	5,576.32	•
Combined Total	(Recalculated)	147.76	•	•	•	•	705.62		619.39	21,299.44			2,358.28	247.09		390.55	•:		345.26	2,218.34	1	1,614.28	2,101.69	•	3,025.69	69.958.6	195.25	•	118.88	2,069.93	3,192.01	83.25	505.04	72.05	8.	•	55,092.89	-
Planning Fee	(Recalculated)	58.21	•	į.	•	•	277.97	•	244.00	8,390.69	•	•	929.02	97.34	1	•	•		136.01	873.89		632.93	827.94	•	1,191.94	3,882.94			46.83	815.43	1,257.46	•	•	•	•	•	21,703.26	1
Building Fee	(Recalculated)	89.55	•	•	1	•	427.65	•	375.39	12,908.75	•	•	1,429.26	149.75		390.55	•		209.25	1,344.45	•	978.35	1,273.75	•	1,833.75	5,973.75	195.25	1	72.05	1,254.50	1,934.55	83.25	505.04	72.05		•	33,389.63	•
Combined Total	(Charged)	147.76	•	•	•	•	775.40	•	681.45	23,450.13	•	•	2,358.28	247.09	F	429.68	•	•	345.26	2,218.34	1	1,775.83	2,311.98	1	3,328.38	10,847.43	214.85		118.88	2,277.05	3,511.33	91.65	555.07	79.33	•	•	60,669.21	1
Planning Fee	(Charged)	58.21	•	•	•	•	305.46	•	268.45	9,237.93	•	•	929.02	97.34	•			•	136.01	873.89	•	75.669	910.78		1,311.18	4,273.23	•	•	46.83	897.02	1,383.25			,	•	•	23,899.99	
Building Fee	(Charged)	89.55	1	•	•.	•	46.69	•	413.00	14,212.20	•	1	1,429.26	149.75	•	429.68	•	•	209.25	1,344.45		1,076.26	1,401.20	•	2,017.20	6,574.20	214.85		72.05	1,380.03	2,128.08	91.65	555.07	79.33	1	•	36,769.22	
	Permit Number	10345	10346	10347	10348	10349	10350	10351	10352	10353	10354	10355	10356	10357	10358	10359	10360	10361	10362	10363	10364	10365	10366	10367	10368	10369	10370	10371	10372	10373	10374	10375	10376	10377	10379	10380	10381	10382

Amount	Overcharged	•	30.05	18.20	581.21	108.65	228.77	9.10	21.81	33.88	•	•	•	210.29		34.65	25.41	•							•	4	187.19	30.03	625.74	171.48	18.48	.	•			•	529.07	348.89
Combined Total	(Recalculated)	•	299.76	181.25	5,805.94	1,085.29	2,286.49	90.25	217.30	338.05		•	4	2,101.69	•	345.26	252.86	•			925.85				•		1,870.69	299.06	6,246.56	1,713.61	183.56	•				•	5,289.49	3,487.69
Planning Fee	(Recalculated)	* •		•	2,287.19	427.54	900.74	•	•	•		•		827.94		136.01	19.66		•	•	364.73	•		•	•	t	736.94	117.81	2,460.77	675.06	72.31		•	•	•	•.	2,083.74	1,373.94
Building Fee	(Recalculated)	•	299.76	181.25	3,518.75	657.75	1,385.75	90.25	217.30	338.05	•	1	•	1,273.75	•	209.25	153.25		•	•	561.12	•	ı	•		•	1,133.75	181.25	3,785.80	1,038.55	111.25	w.	•	•			3,205.75	2,113.75
Combined Total	(Charged)	•	329.81	199.45	6,387.15	1,193.94	2,515.26	99.35	239.11	371.93			•	2,311.98	•	379.91	278.27		•	•	925.85	•		•	9	•	2,057.88	329.09	6,872.30	1,885.09	202.04		B		•	•	5,818.56	3.836.58
စ္က	(Charged)	•		•	2,516.15	470.34	98.066	•				•	•	910.78	ı	149.66	109.62				364.73		1				810.68	129.64	2,707.27	742.61	79.59		•	•		•	2,292.16	1.511.38
Building Fee	(Charged)	ľ	329.81	199.45	3,871.00	723.60	1,524.40	99.35	239.11	371.93		.	•	1,401.20		230.25	168.65			1	561.12			•			1,247.20	199.45	4,165.03	1,142.48	122.45	•	1		•	,	3,526.40	2 325.20
	Permit Number	10383	10384	10385	10386	10387	10388	10389	10390	10391	10393	10394	10395	10396	10397	10397	10398	10399	10400	10401	10402	10403	10404	10405	10406	10407	10408	10408	10409	10410	10411	10412	10413	10414	10415	10416	10417	10418

	Building Fee	Planning Fee	Combined Total	Building Fee	Planning Fee	Combined Total	Amount
Permit Number	(Charged)	(Charged)	(Charged)	(Recalculated)	(Recalculated)	(Recalculated)	Overcharged
10419		585.46	1,486.16	818.75	532.19	1,350.94	135.22
10421	165.57		165.57	150.45	•	150.45	15.12
10422	1,572.76	1,022.29	2,595.05	1,429.71	929.31	2,359.02	236.03
10423	1,586.00	1,030.90	2,616.90	1,441.75	937.14	2,378.89	238.01
10424	•	•	•	•	J	•	•
10425	391.33	4	391.33	355.69	•	355.69	35.64
10426		•	•		. •	•	S
10427	2,153.39	1,399.70	3,553.09	2,153.39	1,399.70		•
10428	3,249.20	2,111.98	5,361.18	2,953.75	1,919.94	4,873.69	487.49
10429	ı		()	•	•		
10430	•	•	•	•	•	•	•
10431		•	•	•	•	•	
10432	178.97	· · · · · · · · · · · · · · · · · · ·	178.97	162.63	•	162.63	16.34
10433	430.45	279.79	710.24	391.25	254.31	645.56	64.68
10434	•	•:			,	•	
10435	•	•	1	1	•	•	
10436	•	. .	•	1	•		
10437	3	•	•	•	•	5	
10438	785.20	510.38	1,295.58	713.75	463.94	1,177.69	117.89
10439	1,142.48	742.61	1,885.09	1,038.55	675.06	1,713.61	171.48
10440		D		•	•	Ĭ.	•
10441	674.31	•	674.31	613.45	0	613.45	60.87
10442		54.11	137.36	83.25	54.11	137.36	D.
10443	•		•		•		
10444	2,324.18	1,510.72	3,834.90	2,112.82	1,373.33	3,486.15	348.74
10445			•		1		
10446	291.85	189.70	481.55	265.25	172.41		43.89
10447	426.86	277.46	704.32	387.99	252.19	640.18	64.14
10448	•		•		•		
10449	•			•	•		•
10450	1,709.20	1,110.98	2,820.18	1,553.75	1,009.94		256.49
10451	694.87	451.67	1,146.54	632.13	410.88		103.52
10452	971.48	631.46		883.10	574.01		145.83
10453		807.84		1,242.83	807.84		1
10454	1,128.28	733.38	1,861.66	1,128.28	733.38	1,861.66	0.
10456		and the second	•	•	•		1
10450	63 636 86	70 000 21	40.041.50	22 020 00	LI 305 14	36 363 82	77 77 77

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(Charged)	(Charged)	(Charged)	(Recalculated)	(Recalculated)	(Recalculated)	Overcharged
442.25	287.46	729.71	442.25	287.46	729.71	
223.25	145.11	368.36	223.25	145.11	368.36	
4,080.20	2,652.13	6,732.33	3,708.75	2,410.69	6,119.44	612.89
400.68	260.44	661.12	364.19	236.72	16'009	60.21
				•		
24.72	16.07	40.79	24.72	16.07	40.79	ŧ
•	•	•			1	•
•				•	•	
5,341.39	3,471.90	8,813.29	4,854.19	3,155.22	8,009.41	803.88
221.61		221.61	201.40	•	201.40	20.21
550.07	357.55	907.62	500.50	325.32	825.82	81.80
•	•	1		•	1	•
353.45	•	353.45	321.25	•	321.25	32.20
		•		1	•	•
•		•	•	•	I.	•
3,811.73	2,477.62	6,289.35	3,464.92	2,252.20	5,717.12	572.23
137.85	09.68	227.45	125.25	81.41	206.66	20.79
1,585.11	1,030.32	2,615.43	1,440.94	936.61	2,377.55	237.88
42.65		42.65	38.75	•	38.75	3.90
59.45	38.64	60'86	54.00	35.10	89.10	8.99
JŮ	•	•		•	1.	
•		•	•	•	•	•
91.34	59.37	150.71	82.97	53.93	136.90	13.81
2,887.51	1,876.88	4,764.39	2,624.94	1,706.21	4,331.15	433.24
	1	•	. €	1	-	•
1,093.20	710.58	1,803.78	993.75	645.94		164.09
11,800.20	7,670.13	19,470.33	10,718.75	9	.—	1,784.39
862.20			783.75	509.44	1,293.19	129.44
ı				•		
1,134.42	737.37	1,871.79	1,134.42	737.37	1,871.79	
•	•			•	1	
	,		•	*	1.	
	•		•	•		
353.45	229.74	583.19	321.25	208.81	530.06	53.13
4	1	•	•	1.	1	•
•	1	•		•	1	•

	Building Fee	Planning Fee	Combined Total	Building Fee	Planning Fee	Combined Total	Amount
Permit Number	(Charged)	(Charged)	(Charged)	(Recalculated)	(Recalculated)	(Recalculated)	Overcharged
10497	ı	1	•		•	•	•
10498	•	•	•	•	•	•	•
10499	•		•	•	•		•
10500	2,558.40	1,662.96	4,221.36	2,325.75	1,511.74	3,837.49	383.87
10501		ı	•	•			•
10502	2,393.75	1,555.94	3,949.69	2,393.75	1,555.94	3,949.69	
10503		•		•	•	•	•
10504	90.25	99.85	148.91	90.25	58.66	148.91	ľ
10505	986.75	641.39	1,628.14	52.986	641.39	1,628.14	•
90\$01	•	٠	•		*:	•	•
10506	1,414.75	65'616	2,334.34	1,414.75	919.59	2,334.34	•
10501	1,040.74	676.48	1,717.22	1,040.74	676.48	1,717.22	•
10508	1,432.00	930.80	2,362.80	1,301.75	846.14	2,147.89	214.91
10509	91.65	59.57	151.22	83.25	54.11	137.36	13.86
10510	5,126.20	3,332.03	8,458.23	4,658.75	3,028.19	7,686.94	771.29
10511	10,192.20	6,624.93	16,817.13	9,258.75	6,018.19	15,276.94	1,540.19
10512	1,776.96	1,155.02	2,931.98	1,615.35	1,049.98	2,665.33	266.66
10513		•	•	•	•	•	•
10514	276.45	179.69	456.14	251.25	163.31	414.56	41.58
10515		•	•	•	•		•
10516	125.25	81.41	206.66	125.25	81.41	206.66	•
10517	337.49	219.37	556.86	337.49	219.37	556.86	
10518		•	•	•	•	¢.	•
10519	896.65	582.82	1,479.47	893.65	580.87	1,474.52	4.95
10520	138.97	90.33	229.30	138.97	90.33	229.30	•
10521	79.75	51.84	131.59	79.75	51.84	131.59	•
10522	•	•	•	•	•		
10523		•	•		ď	ľ	
10524	1,709.20	1,110.98	2,820.18	1,553.75	1,009.94	2,563.69	256.49
10525	•:	•	•	•	1		•
10527	•			a	•	•	J
10528	3,233.75	2,101.94	5,335.69	3,233.75	2,101.94	5,335.69	•
10529					•	•	•
10531	69.25	45.01	114.26	69.25	45.01	114.26	•
10533	317,410.07	206,316.55	523,726.62	317,410.07	206,316.55	523,726.62	•
10534		•	į.	•	•:		•
10536	411.96	267.77	679.73	411.96	267.77	679.73	1

	Building Fee	Planning Fee	Combined Total		Building Fee	Planning Fee	Combined Total	Amount
Permit Number	(Charged)	(Charged)	(Charged)	<u> </u>	Recalculated)	(Recalculated)	(Recalculated)	Overcharge
10537	•:	•	•		•	•	•	
10540	442.25	287.46	729.71		442.25	287.46	729.71	
Totals	941,993.85	602,412.40	1,544,406.25	1	898,256.14	574,883.15	1,473,139.29	71,266.97

Exhibit 2				Amount	Overcharged	•	164.09	3,371.69	366,45	269.89	4,298.17	210.29	6,424.19	3,822.14	487.49		28,525.94	1,845.44	256.49	2,537.46	92.04	36.40	559.04	441.29	1,569.34	397.40	1,106.43	1,418.09	533.69	2,761.19	882.17	404.33	3,371.69
				Combined Total	(Recalculated)	1,374.04	1,639.69	33,344.44	3,663.25	2,697.67	1,063.01	2,101.69	63,456.94	33,344.44	4,873.69	252.86	4,873.69	18,288.19	2,563.69	1,732.60	928.14	362.77	5,586.49	4,411.69	15,564.48	3,972.79	10,997.92	14,072.44	5,335.69	27,321.94	8,784.19	4,042.09	33,344.44
		rch 2019	_	Planning Fee	(Recalculated)	541.29	645.94	13,135.69	1,443.10	1,062.72	418.76	827.94	24,998.19	13,135.69	1,919.94	19.66	1,919.94	7,204.44	1,009.94	682.54	365.63	142.91	2,200.74	1,737.94	6,131.46	1,565.04	4,332.51	5,543.69	2,101.94	10,763.19	3,460.44	1,592.34	13,135.69
	Storey County	om July 2017-Ma		Building Fee	(Recalculated)	832.75	993.75	20,208.75	2,220.15	1,634.95	644.25	1,273.75	38,458.75	20,208.75	2,953.75	153.25	2,953.75	11,083.75	1,553.75	1,050.06	562.51	219.86	3,385.75	2,673.75	9,433.02	2,407.75	6,665.41	8,528.75	3,233.75	16,558.75	5,323.75	2,449.75	20,208.75
	Storey	Abated Permits Issued from July 2017-March 2019		Combined Total	(Charged)	1,374.04	1,803.78	36,716.13	4,029.70	2,967.56	5,361.18	2,311.98	69,881.13	37,166.58	5,361.18	252.86	33,399.63	20,133.63	2,820.18	4,270.07	1,020.18	399.17	6,145.52	4,852.98	17,133.81	4,370.19	12,104.35	15,490.53	5,869.38	30,083.13	9,666.36	4,446.42	36,716.13
				Planning Fee	(Charged)	541.29	710.58	14,463.93	1,587.46	1,169.04	2,111.98	910.78	27,528.93	14,641.38	2,111.98	19.66	13,157.43	7,931.43	1,110.98	1,682.15	401.89	157.25	2,420.96	1,911.78	6,749.68	1,721.59	4,768.38	6,102.33	2,312.18	11,850.93	3,807.96	1,751.62	14,463.93
				Building Fee	(Charged)	832.75	1,093.20	22,252.20	2,442.24	1,798.52	3,249.20	1,401.20	42,352.20	22,525.20	3,249.20	153.25	20,242.20	12,202.20	1,709.20	2,587.92	618.29	241.92	3,724.56	2,941.20	10,384.13	2,648.60	7,335.97	9,388.20	3,557.20	18,232.20	5,858.40	2,694.80	22,252.20
					Permit Number	10070	10070	10070	10070	10070	10070	10070	10070	10070	10070	10070	10070	10070	10070	10070	10070	10070	10070	10070	10070	10070	10070	10070	10070	10070	10070	10070	10070

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Tannan Property		Compilied Lotal	Duilding rec	rianning rec	Combined Lotal	HIDOIIIA
(Charged)	(Charged)	(Charged)	(Recalculated)	(Recalculated)	(Recalculated)	Overcharged
1,115.81	725.28	1,841.09	1,014.30	659.30	1,673.60	167.49
7,188.21	4,672.34	11,860.55	6,531.25	4,245.31	10,776.56	1,083.98
2,017.20	1,311.18	3,328.38	1,833.75	1,191.94	3,025.69	302.69
199.45	129.64	329.09	181.25	117.81	299.06	30.03
12,202.20	7,931.43	20,133.63	11,083.75	7,204.44	18,288.19	1,845.44
39,136.20	25,438.53	64,574.73	35,538.75	23,100.19	58,638.94	5,935.79
6,869.67	4,465.29	11,334.96	6,242.03	4,057.32	10,299.34	1,035.61
26,272.20	17,076.93	43,349.13	23,858.75	15,508.19	39,366.94	3,982.19
3,508.23	2,280.35	5,788.58	3,189.23	2,073.00	5,262.23	526.35
3,249.20	2,111.98	5,361.18	2,953.75	1,919.94	4,873.69	487.49
1,709.20	1,110.98	2,820.18	1,553.75	1,009.94	2,563.69	256.49
1,709.20	1,110.98	2,820.18	1,553.75	1,009.94	2,563.69	256.49
398.51	259.03	657.54	398.51	259.03	657.54	
11,083.75	7,204.44	18,288.19	11,083.75	7,204.44	18,288.19	•
5,133.75	3,336.94	8,470.69	5,133.75	3,336.94	8,470.69	•
276.45	179.69	456.14	251.25	163.31	414.56	41.58
2,118.22	1,376.84	3,495.06	1,925.59	1,251.63	3,177.22	317.84
2,325.20	1,511.38	3,836.58	2,113.75	1,373.94	3,487.69	348.89
3,249.20	2,111.98	5,361.18	2,953.75	1,919.94	4,873.69	487.49
10,192.20	6,624.93	16,817.13	9,258.75	6,018.19	15,276.94	1,540.19
82,552.20	53,658.93	136,211.13	74,958.75	48,723.19	123,681.94	12,529.19
82,552.20	53,658.93	136,211.13	74,958.75	48,723.19	123,681.94	12,529.19
8,584.20	5,579.73	14,163.93	7,798.75	5,069.19	12,867.94	1,295.99
5,126.20	3,332.03	8,458.23	4,658.75	3,028.19	7,686.94	771.29
50,392.20	32,754.93	83,147.13	45,758.75	29,743.19	75,501.94	7,645.19
2,941.20	1,911.78	4,852.98	2,673.75	1,737.94	4,411.69	441.29
10,192.20	6,624.93	16,817.13	9,258.75	6,018.19	15,276.94	1,540.19
6,976.20	4,534.53	11,510.73	6,338.75	4,120.19	10,458.94	1,051.79
8,182.20	5,318.43	13,500.63	7,433.75	4,831.94	12,265.69	1,234.94
82,552.20	53,658.93	136,211.13	74,958.75	48,723.19	123,681.94	12,529.19
18,232.20	11,850.93	30,083.13	16,558.75	10,763.19	27,321.94	2,761.19
18 222 20	11 850 02	30.083.13	16 558 75	10 763 19	27 321 94	2 761 19

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(Charged)	<u> </u>	Reca	(Recalculated)		(Recalculated)	Amount Overcharged
69,881.13	31.1		38,458.75	24,998.19	63,456,94	6,424.19
16,817.13	17.1		9,258.75	6,018.19	15,276.94	1,540.19
16,817.13	7.1		9,258.75	6,018.19	15,276.94	1,540.19
14,163.93	63.9		7,798.75	5,069.19	12,867.94	1,295.99
14,1	14,163.93		7,798.75	5,069.19	12,867.94	1,295.99
10,	10,184.13		5,608.75	3,645.69	9,254.44	929.69
202,	202,541.13		111,458.75	72,448.19	183,906.94	18,634.19
202	202,541.13		111,458.75	72,448.19	183,906.94	18,634.19
30,	30,083.13		16,558.75	10,763.19	27,321.94	2,761.19
30	30,083.13		16,558.75	10,763.19	27,321.94	2,761.19
136,	136,211.13		74,958.75	48,723.19	123,681.94	12,529.19
136,	136,211.13		74,958.75	48,723.19	123,681.94	12,529.19
30,	30,083.13		16,558.75	10,763.19	27,321.94	2,761.19
1,	1,168.53		644.25	418.76	1,063.01	105.52
2,	2,921.82		1,609.75	1,046.34	2,656.09	265.73
73,0	73,643.13		40,283.75	26,184.44	66,468.19	7,174.94
23,4	23,450.13		12,908.75	8,390.69	21,299.44	2,150.69
355,	355,100.13		195,408.75	127,015.69	322,424.44	32,675.69
25,	25,340.54		13,949.00	9,066.85	23,015.85	2,324.69
1	1,168.53		644.25	418.76	1,063.01	105.52
ĭ	1,168.53		644.25	418.76	1,063.01	105.52
43	43,349.13		23,858.75	15,508.19	39,366.94	3,982.19
7	7,973.23		4,391.79	2,854.66	7,246.45	726.78
	801.90		442.25	287.46	729.71	72.19
2	2,140.45		1,179.24	766.51	1,945.74	194.70
l,	1,168.53		644.25	418.76	1,063.01	105.52
7,7	7,410.18		4,081.86	2,653.21	6,735.07	675.11
49,	49,982.13		27,508.75	17,880.69	45,389.44	4,592.69
	893.56		492.75	320.29	813.04	80.52
	207.12		114.05	74.13	188.18	18.94
5	01 100		295375	1.919.94	4.873.69	487.49

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Dullullig I CC	rianning ree	Combined Total	Building Fee	Planning Fee	Combined Total	Amount
(Charged)	(Charged)	(Charged)	(Recalculated)	(Recalculated)	(Recalculated)	Overcharged
541.55	352.01	893.56	492.75	320.29	813.04	80.52
2,078.80	1,351.22	3,430.02	1,889.75	1,228.34	3,118.09	311.93
8,182.20	5,318.43	13,500.63	7,433.75	4,831.94	12,265.69	1,234.94
415.34	269.97	685.31	377.52	245.39	622.90	62.41
61,829.10	40,188.92	102,018.02	56,143.00	36,492.95	92,635.95	9,382.06
15,016.20	9,760.53	24,776.73	13,638.75	8,865.19	22,503.94	2,272.79
1,297.24	843.21	2,140.45	1,179.24	766.51	1,945.74	194.70
11,458.50	7,448.03	18,906.53	10,408.50	6,765.53	17,174.03	1,732.50
156,188.20	101,522.33	257,710.53	141,753.75	92,139.94	233,893.69	23,816.84
486.00		801.90	442.25	287.46	729.71	72.19
869.90	565.44	1,435.34	790.75	513.99	1,304.74	130.60
389.64		642.91	354.15	230.20	584.35	58.56
1,072.41	697.07	1,769.48	974.85	633.65	1,608.50	160.97
168.85	109.75	278.60	153.25	19'66	252.86	25.74
151.91	98.74	250.65	138.03	89.72	227.75	22.90
230.25	149.66	379.91	209.25	136.01	345.26	34.65
10,192.20	6,624.93	16,817.13	9,258.75	6,018.19	15,276.94	1,540.19
93.19		153.76	84.65	55.02	139.67	14.09
1,093.20	710.58	1,803.78	993.75	645.94	1,639.69	164.09
322.65	209.72	532.37	293.25	190.61	483.86	48.51
168.65	109.62	278.27	153.25	19.66	252.86	25.41
708.20	460.33	1,168.53	644.25	418.76	1,063.01	105.52
785.20	510.38	1,295.58	713.75	463.94	1,177.69	117.89
230.25	İ	379.91	209.25	136.01	345.26	34.65
137.85	89.60	227.45	125.25	81.41	206.66	20.79
1,216.40	99.067	2,007.06	1,105.75	718.74	1,824.49	182.57
168.65	109.62	278.27	153.25	19.66	252.86	25.41
107.05	69.58	176.63	97.25	63.21	160.46	16.17
107.05	69.58	176.63	97.25	63.21	160.46	16.17
122.45		202.04	111.25	72.31	183.56	18.48
708.20	4	1,168.53	644.25	418.76	1,063.01	105.52
122 45		202.04	111.25	72.31	183.56	18.48

(Charged) Charged) (Recalculated) (Recalculated) (Recalculated) 69.38 176.63 176.63 160.46 59.57 151.22 83.25 54.11 137.36 279.79 710.24 391.25 254.31 645.56 79.59 202.04 111.25 72.31 183.56 79.59 202.04 111.25 72.31 183.56 249.76 634.01 349.25 227.01 576.26 229.74 583.19 321.25 208.81 530.06 79.59 202.04 111.25 72.31 183.56 79.59 202.04 111.25 72.31 183.56 79.59 202.04 111.25 72.31 183.56 179.69 456.14 251.25 72.31 183.56 179.69 456.14 251.25 81.41 206.66 199.60 227.45 125.25 81.41 206.66 199.60 27.42 1,076.87 1,693.75		Building Fee	Planning Fee Co	Combined Total	T			
Long Ed. Included (16.0) Charged (16.0) <	Permit Number		3 S S S S S S S S S S S S S S S S S S S	Compined 10tal	Building Fee	Planning Fee	Combined Total	Amount
107.05 69.58 176.63 97.25 63.21 160.46 430.45 59.57 151.22 83.25 54.11 137.36 430.45 259.77 110.24 391.25 224.31 645.56 122.45 79.59 202.04 111.25 72.31 183.56 122.45 79.59 202.04 111.25 72.31 183.56 384.25 249.76 634.01 349.25 227.01 576.26 383.45 229.74 583.19 321.25 208.81 530.06 122.45 79.59 202.04 111.25 72.31 183.56 122.45 1295.58 713.75 463.94 1,177.69 276.45 179.69 456.14 251.25 144.56 384.25 240.76 634.01 349.25 227.01 576.26 384.25 190.62 227.45 152.25 81.41.56 345.26 198.65 45.04 1,274.28 1,00.94 2,00.04 <td< td=""><td>1000</td><td>213</td><td>(Cuarged)</td><td>Cha</td><td>(Recalculated)</td><td>_</td><td>(Recalculated)</td><td>Overcharged</td></td<>	1000	213	(Cuarged)	Cha	(Recalculated)	_	(Recalculated)	Overcharged
91,05 59,57 151,22 83,25 54,11 137,36 430,45 279,79 710,24 391,25 254,31 645,56 122,45 79,59 202,04 111,25 72,31 183,56 122,45 79,59 202,04 111,25 72,31 183,56 384,25 249,76 634,01 349,25 227,01 576,26 122,45 79,59 202,04 111,25 72,31 183,56 122,45 79,59 202,04 111,25 72,31 183,56 122,45 79,59 202,04 111,25 72,31 183,56 122,45 179,69 456,14 251,25 163,31 414,56 138,425 249,76 634,01 349,25 227,01 576,26 138,63 1,96 274,25 1,379,91 206,66 227,01 241,66 1,863,20 1,271,08 3,074,28 1,693,75 1,406 2,416 2,197,69 2,196,66 <t< td=""><td>10201</td><td></td><td>69.58</td><td></td><td>97.25</td><td>63.21</td><td>160.46</td><td>71 71</td></t<>	10201		69.58		97.25	63.21	160.46	71 71
430.45 279.79 710.24 391.25 25.411 645.56 122.45 79.59 202.04 111.25 72.31 183.56 122.45 79.59 202.04 111.25 72.31 183.56 384.25 249.76 634.01 349.25 227.01 576.26 353.45 229.74 383.19 321.25 208.81 530.06 124.45 79.59 202.04 111.25 72.31 183.56 125.45 19.59 202.04 111.25 72.31 183.56 126.45 19.59 456.14 111.25 72.31 183.56 137.85 89.60 456.14 251.25 81.41 250.66 137.85 89.60 227.45 125.25 81.41 25.86 186.5 1,99.60 278.27 1,59.55 1,100.94 2,794.69 224.86 1,863.20 1,271.44 3,89.04 2,197.75 1,428.54 3,626.29 3 2,417.60 <	78701		59.57	151.22	83.25	54 11	127.26	11.01
122.45 79.59 202.04 111.25 24.51 045.50 122.45 79.59 202.04 111.25 72.31 183.56 122.45 79.59 202.04 111.25 72.31 183.56 38.4.25 249.76 634.01 349.25 227.01 576.26 122.45 79.59 202.04 111.25 72.31 183.56 122.45 79.59 202.04 111.25 72.31 183.56 122.45 179.69 456.14 251.25 163.31 414.56 137.85 89.60 227.45 125.25 81.41 206.66 137.85 89.60 227.45 153.25 81.41 206.66 186.52 149.66 277.45 153.25 81.41 206.66 1,863.20 1,211.08 3074.28 1,69.25 81.41 206.66 2,417.60 1,571.44 3,989.04 2,197.75 1,428.54 3,626.29 34 2,673.55 45.01	10282		279.79	710.24	201 25	264 21	137.30	13.86
122.45 79.59 202.04 111.25 72.31 183.56 384.25 249.76 634.01 349.25 27.01 576.26 384.25 229.74 583.19 321.25 208.81 576.26 353.45 229.74 583.19 321.25 208.81 530.06 122.45 79.59 202.04 111.25 72.31 183.56 785.20 510.38 1,295.58 713.75 465.94 1,177.69 785.20 510.38 1,295.58 713.75 465.94 1,177.69 785.20 510.38 1,295.58 713.75 465.34 1,177.69 137.85 89.60 227.45 155.25 81.41 206.66 1,86.30 1,210.08 3,074.28 1,693.75 1,100.94 2,794.69 2,794.69 2,417.60 1,571.44 3,989.04 2,197.75 1,428.54 3,626.29 3 2,673.75 1,476.74 3,989.04 2,197.75 1,428.54 3,79.60 3,	10282		79.59	202 04	111.05	234.31	043.30	64.68
384.25 249.76 634.01 349.25 72.51 183.56 333.45 229.74 583.19 321.25 228.81 530.06 122.45 79.59 202.04 111.25 72.31 183.56 785.20 510.38 1,295.58 713.75 463.94 1,177.69 1 276.45 179.69 456.14 251.25 163.31 414.56 1 384.25 249.76 634.01 349.25 27.01 576.26 1 137.85 89.60 227.45 125.25 81.41 206.66 1 188.65 109.62 278.27 153.25 89.61 252.86 2 1.86.5 1,966.5 379.91 209.25 136.01 345.26 3 1.863.0 1,571.44 3,989.04 2,197.75 1,428.54 3,626.29 3 2.417.60 1,571.44 3,989.04 2,197.75 1,428.54 3,626.29 3 2.5673.5 1,571.44 4,411	10490	122.45	79.59	202 04	111.23	72.31	183.56	18.48
353.45 229.74 583.19 321.25 221.01 576.26 122.45 79.59 202.04 111.25 72.31 183.56 785.20 510.38 1,295.58 713.75 463.94 1,177.69 1 276.45 179.69 456.14 251.25 163.31 414.56 1 384.25 249.76 634.01 349.25 227.01 576.26 1 137.85 89.60 227.45 125.25 81.41 206.66 1 186.65 109.62 278.27 153.25 99.61 252.86 2 1,863.20 1,211.08 3,074.28 1,693.75 1,100.94 2,794.69 2 652.65 424.22 1,076.87 593.75 1,428.54 3626.29 3 2,417.60 1,571.44 3,989.04 2,197.75 1,428.54 3626.29 3 2,673.75 143.61 345.26 209.25 136.01 345.26 3 2,673.75 1,73	10490	384.25	249.76	634.01	240.75	12.31	183.56	18.48
122.45 79.59 202.04 111.25 72.31 530.06 785.20 510.38 1,295.58 111.25 72.31 183.56 1 276.45 510.38 1,295.58 713.75 463.94 1,177.69 1 276.45 179.69 456.14 251.25 163.31 414.56 1 384.25 249.76 634.01 349.25 227.01 576.26 1 137.85 89.60 227.45 125.25 81.41 206.66 252.86 168.65 199.62 278.27 153.25 81.41 206.66 252.86 1,863.20 1,211.08 3,074.28 1,693.75 1,100.94 2,794.69 2 2,417.60 1,571.44 3,989.04 2,197.75 1,428.54 3,626.29 3 2,692.5 45.01 114.26 69.25 45.01 114.26 2,673.75 2,603.75 1,737.94 4,411.69 2,673.75 1,737.94 4,411.69 1,757.94	10490	353.45	229.74	583 10	30106	10.727	5/6.26	57.75
785.20 510.38 1,295.58 713.75 463.94 1,177.69 1 276.45 179.69 456.14 251.25 163.31 414.56 1 384.25 249.76 634.01 349.25 227.01 576.26 1 137.85 89.60 227.45 125.25 81.41 206.66 2 168.65 109.62 278.27 153.25 99.61 252.86 2 168.65 149.66 379.91 209.25 136.01 345.26 2 1,863.20 1,211.08 3,074.28 1,693.75 1,100.94 2,794.69 2 652.65 424.22 1,076.87 593.75 385.94 979.69 3 2,417.60 1,571.44 3,989.04 2,197.75 1,428.54 3,626.29 3 69.25 45.01 114.26 69.25 45.01 114.26 3 2,673.75 1,737.94 4,411.69 2,673.75 1,737.94 4,411.69 1,757.34	10490	122.45	79.59	202.02	111.25	208.81	530.06	53.13
276.45 179.69 456.14 251.25 405.74 1,17.09 384.25 249.76 634.01 349.25 163.31 414.56 137.85 89.60 227.45 125.25 81.41 206.66 168.65 109.62 278.27 153.25 99.61 252.86 230.25 149.66 379.91 209.25 136.01 345.26 2 1,863.20 1,211.08 3,074.28 1,693.75 1,100.94 2,794.69 2 652.65 424.22 1,076.87 593.75 385.94 979.69 3 2,417.60 1,571.44 3,989.04 2,197.75 1,428.54 3,626.29 3 209.25 136.01 345.26 69.25 45.01 114.26 69.25 45.01 114.26 69.25 45.01 114.26 69.25 44.11.69 2,673.75 1,737.94 4,411.69 2,673.75 1,737.94 4,411.69 2,673.75 1,737.94 4,411.69 2,673.75 1,737.94 4,	10490	785.20	510.38	1.295.58	713.75	16.21	1 177 60	18.48
384.25 249.76 634.01 349.25 227.01 576.26 137.85 89.60 227.45 125.25 81.41 206.66 168.65 109.62 277.45 125.25 81.41 206.66 168.65 109.62 278.27 153.25 99.61 252.86 230.25 149.66 379.91 209.25 136.01 345.26 1,863.20 1,571.44 3,989.04 2,197.75 1,428.54 3,626.29 2,417.60 1,571.44 3,989.04 2,197.75 1,428.54 3,626.29 209.25 136.01 345.26 69.25 45.01 114.26 69.25 45.01 114.26 69.25 45.01 114.26 2,673.75 1,737.94 4,411.69 2,673.75 1,737.94 4,411.69 1,960,103.43 1,274,067.23 3,234,170.66 1,762.371.49 1,145.541.47 2,007.01.06	10490	276.45	179.69	456.14	25125	163 31	1,177.09	11/.89
137.85 89.60 227.45 125.25 81.41 206.66 168.65 109.62 278.27 153.25 81.41 206.66 168.65 109.62 278.27 153.25 81.41 206.66 230.25 149.66 379.91 209.25 136.01 345.26 1,863.20 1,211.08 3,074.28 1,693.75 1,100.94 2,794.69 2 652.65 424.22 1,076.87 593.75 385.94 979.69 2 2,417.60 1,571.44 3,989.04 2,197.75 1,428.54 3,626.29 3 209.25 136.01 345.26 69.25 45.01 114.26 345.26 2,673.75 1,737.94 4,411.69 2,673.75 1,45.11 368.36 2,673.75 1,774,067.23 3,234,170.66 1,762.371.49 1,145.41 4,411.69	10490	384.25	249.76	634.01	340 25	102.01	414.30	41.58
168.65 109.62 278.27 153.25 99.61 252.86 230.25 149.66 379.91 209.25 136.01 345.26 1,863.20 1,211.08 3,074.28 1,693.75 1,100.94 2,794.69 2 652.65 424.22 1,076.87 593.75 385.94 979.69 2 2,417.60 1,571.44 3,989.04 2,197.75 1,428.54 3,626.29 3 209.25 136.01 345.26 209.25 136.01 345.26 3 69.25 45.01 114.26 69.25 45.01 114.26 3 2,673.75 1,737.94 4,411.69 2,673.75 1,737.94 4,411.69 2,673.75 1,960,103.43 1,274,067.23 3,234,170.66 1,762.371.40 1,145.41 2,007.012.05 2,007.012.05	10490	137.85	89.60	227.45	105.05	01 41	370.20	57.75
230.25 149.66 379.91 209.25 136.01 345.26 1,863.20 1,211.08 3,074.28 1,693.75 1,100.94 2,794.69 652.65 424.22 1,076.87 593.75 385.94 979.69 2,417.60 1,571.44 3,989.04 2,197.75 1,428.54 3,626.29 2,09.25 136.01 345.26 69.25 45.01 114.26 69.25 45.01 114.26 69.25 45.01 114.26 2,673.75 1,737.94 4,411.69 2,673.75 1,737.94 4,411.69 1,960,103.43 1,274,067.23 3,234,170.66 1,762.371.49 1,145.41.47 2,007.012.05	10490	168.65	100 62	20.000	C7.C71	01.41	200.002	20.79
250.25 149.06 379.91 209.25 136.01 345.26 1,863.20 1,211.08 3,074.28 1,693.75 1,100.94 2,794.69 652.65 424.22 1,076.87 593.75 385.94 979.69 2,417.60 1,571.44 3,989.04 2,197.75 1,428.54 3,626.29 209.25 136.01 345.26 45.02 114.26 69.25 45.01 209.25 145.01 114.26 69.25 45.01 114.26 223.25 145.11 368.36 2,673.75 1,737.94 4,411.69 2,673.75 1,737.94 4,411.69 1,762.371.49 1,45.41.70 2,673.75	10400	20.001	140.60	17.017	133.25	99.61	252.86	25.41
1,863.20 1,211.08 3,074.28 1,693.75 1,100.94 2,794.69 652.65 424.22 1,076.87 593.75 385.94 979.69 2,417.60 1,571.44 3,989.04 2,197.75 1,428.54 3,626.29 209.25 136.01 345.26 345.26 114.26 69.25 45.01 114.26 223.25 145.11 368.36 2,673.75 1,737.94 4,411.69 2,673.75 1,737.94 4,411.69 1,960,103.43 1,274,067.23 3,234,170.66 1,762.371.49 1,145.541.47 2,007.012.05 1,256.73.75	02401	77.007	149.00	379.91	209.25	136.01	345.26	34 65
652.65 424.22 1,076.87 593.75 385.94 979.69 2,417.60 1,571.44 3,989.04 2,197.75 1,428.54 3,626.29 209.25 136.01 345.26 345.26 345.26 69.25 45.01 114.26 69.25 45.01 114.26 2,673.75 1,737.94 4,411.69 2,673.75 1,737.94 4,411.69 1,960,103.43 1,274,067.23 3,234,170.66 1,762.371.49 1,145.541.47 2,607.012.05	10490	1,863.20	1,211.08	3,074.28	1,693.75	1.100.94	2 794 69	270 50
2,417.60 1,571.44 3,989.04 2,197.75 1,428.54 3,626.29 3 209.25 136.01 345.26 345.26 345.26 69.25 45.01 114.26 69.25 45.01 114.26 223.25 145.11 368.36 223.25 145.11 368.36 368.36 2,673.75 1,737.94 4,411.69 4,411.69 4,411.69 1,752.371.49 1,145.41.47 2,673.75 1,145.41.47 2,673.05	10490	652.65	424.22	1,076.87	593.75	385 94	070 60	07.10
209.25 136.01 345.26 345.26 69.25 45.01 114.26 69.25 45.01 114.26 223.25 145.11 368.36 223.25 145.11 368.36 2,673.75 1,737.94 4,411.69 4,411.69 4,411.69 1,960,103.43 1,274,067.23 3,234,170.66 1,762.371.49 1,145.41.47 2,007.012.05	10490	2,417.60	1,571.44	3,989.04	2.197.75	1 428 54	26.26.70	27.10
69.25 45.01 114.26 69.25 45.01 114.26 223.25 145.11 368.36 223.25 145.11 368.36 2,673.75 1,737.94 4,411.69 4,411.69 4,411.69 1,960,103.43 1,274,067.23 3,234,170.66 1,762.371.49 1,145.541.47 2,007.012.05	10490	209.25	136.01	345.26	209.25	136.01	245.25	302.73
223.25 145.11 368.36 223.25 145.11 368.36 2,673.75 1,737.94 4,411.69 4,411.69 1,960,103.43 1,274,067.23 3,234,170.66 1,762,371.49 1,145,541.47 2,007,012.05	10490	69.25	45.01	114.26	69.25	45.01	114.26	•
2,673.75 1,737.94 4,411.69 2,673.75 1,737.94 4,411.69 1,960,103.43 1,274,067.23 3,234,170.66 1,762.371.49 1,145.541.47 2,007.012.05	10490	223.25	145.11	368.36	223.25	145 11	368 36	
1,274,067.23 3,234,170,66 1.762,371,49 1.145,541,47 2,007,012,05	10490	2,673.75	1,737.94	4,411.69	2,673.75	1,737.94	4.411.69	
1,274,067.23 3,234,170,66 1.762,371,49 1.145,541,47 2,007,912,95								
1,170/12/12/12/12/12/12/12/12/12/12/12/12/12/		1,960,103.43	1,274,067.23	3,234,170.66	1,762,371.49	1,145,541.47	2.907.912.96	326 257 70

Meeting date:

07/02/19

Storey County Board of County Commissioners Agenda Action Report

Estimate of time required: 15 min.

Agenda: Consent [] Regular agenda [x] Public hearing required []
1. <u>Title</u> : Discussion/Possible Action. Resolution No. 19-547, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2019-2020 fiscal year, and amending prior year action by resolution for appointed Storey County officials for the 2018-2019 fiscal period by adding and assigning salary grade to Assistant Comptroller.
2. <u>Recommended motion.</u> I [commissioner] move to approve Resolution No. 19-547, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2019-2020 fiscal year, and amending prior year action by resolution for appointed Storey County officials for the 2018-2019 fiscal period by adding and assigning salary grade to Assistant Comptroller.
3. Prepared by: Austin Osborne
<u>Department</u> : Human Resources <u>Telephone</u> : 775.847.0968
4. <u>Staff summary</u> : NRS 245.045 states that the board has authority to fix the salaries of all appointive officers and employees by the enactment of ordinances or the adoption of resolutions. The proposed resolution conforms to the NRS requirement and the board approved final budget for the 2019-2020 fiscal year. The proposed amendment follows a compensation and classification study for Assistant Comptroller that occurred in the 2018-2019 period.
5. Supporting materials: Draft Resolution No. 19-547.
6. Fiscal impact: Funds Available: yes Fund: per department budget yes Comptroller
7. <u>Legal review required</u> : District Attorney
8. Reviewed by: Department Head Department Name: Commissioner's Office
County Manager Other agency review:
9. Board action: [] Approved [] Approved with Modifications [] Denied [] Continued

RESOLUTION NO. 19-547

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

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

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

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

WHEREAS, the salary grade range of appointed employees shall be as follows for the 2019-2020 fiscal period:

Public Works Director	Grade 152
Assistant Public Works Director	Grade 144
Automotive/Equipment Manager	Grade 133
County Manager	Grade 157
Assistant County Manager	Grade 144
Fire Marshal	Grade 144
Building Official	Grade 144
Community Development Director	Grade 152
Chief Deputy District Attorney	Grade 153
Deputy District Attorney	Grade 152
Chief Deputy Sheriff	Grade 136
Communications Director	Grade 144
Information Technology Director	Grade 152
Comptroller	Grade 152
Assistant Comptroller	Grade 144
Senior Services Director	Grade 133
Management Analyst I to Comptroller	Grade 129
Management Analyst II to Comptroller	Grade 133
Management Analyst I to County Manager	Grade 129
Management Analyst II to County Manager	Grade 131
Management Analyst III to County Manager	Grade 133
Management Analyst I to Fire District	Grade 129
Administrative Officer/HR Director	Grade 144
Community Relations Coordinator	Grade 140
Senior Planner	Grade 140
Tourism Director	Grade 152
Tourism Marketing Manager	Grade 135

Resolution: 19-547

Bailiff/Director of Security	Grade 140
Event and Site Manager	Grade 124
Senior Center Site Manager	Grade 119

WHEREAS, the salary grade range of appointed employees shall be as follows for the 2018-2019 fiscal period, a salary grade range reflecting an amendment to prior action by Resolution 18-488 which will add Assistant Comptroller at grade 136 for this fiscal period only. Accordingly, that specific salary grade range of appointed employees shall be as follows for the 2018-2019 fiscal period:

Public Works Director	Grade 151
Assistant Public Works Director	Grade 137
Automotive/Equipment Specialist	Grade 133
County Manager	Grade 157
Assistant County Manager	Grade 152
Fire Marshal	Grade 144
Community Development Director	Grade 151
Chief Deputy District Attorney	Grade 152
Deputy District Attorney	Grade 151
Chief Deputy Sheriff	Grade 136
Communications Director	Grade 140
Information Technology Director	Grade 151
Network Administrator	Grade 130
Comptroller	Grade 151
Assistant Comptroller	Grade 136 (added per Resolution 19-547)
Management Analyst I to Comptroller	Grade 129
Management Analyst II to Comptroller	Grade 133
Management Analyst I to County Manager	Grade 129
Management Analyst II to County Manager	Grade 131
Management Analyst III to County Manager	Grade 133
Management Analyst I to Fire District	Grade 129
Administrative Officer/HR Director	Grade 151
Community Services Coordinator	Grade 133
Senior Planner	Grade 134
VCTC Director	Grade 151
Tourism Marketing Manager	Grade 135
Bailiff/Director of Security	Grade 140

WHEREAS, each employee who is capped in the ten-step General Salary Schedule shall receive a Cost of Living increase equal to fifty (50%) percent of any PERS increase for that year, if there is no PERS increase (every other year) each employee who is capped in the ten-step General Salary Schedule shall receive a two (2%) percent Cost of Living increase July 1st. Each employee who is not capped in the ten-step General Salary Schedule shall receive a Cost of Living increase equal to fifty (50%) percent of any PERS increase for that year, if there is no PERS increase (every other year) no Cost of Living increase will be granted.

NOW, THEREFORE BE IT RESOLVED BY THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS, by unanimous vote, to adopt

Resolution: 19-547

Resolutionappointed officials not represented b	providing for the setting of salaries for the y a bargaining unit.
This resolution shall be effect	tive on the 1st, day of July, 2019.
PROPOSED AND ADOPTED this	2 nd day of July, 2019.
THOSE VOTING AYE:	
THOSE VOTING NAY:	
	CTOPIN COLDITA
	STOREY COUNTY
	BOARD OF COUNTY COMMISSIONERS
	Marshall McBride, Chairman
ATTEST:	
CLERK TO THE BOARD	

Resolution: 19-547

GENERAL SALARY SCHEDULE

Step and Grade (Appointed Exempt Employees) OF HCIAL 2019-2020

		dess		dees	State	-	al de	•	dess	۵	d dig	ğ		Skep	æ	Step	Stap
216		1		3	3		7		2		9	7		•	41	6	92
GRADE	ZABO Jean	Now week!															
411	•	36,256.16	un	37,525.13	3,86.	38,838.50 \$	40,197.85	*	41,604.78	, ,	13.080.54	\$ 44568.08	8.08	46,127.96	5	5 #247.79	49,413.42
111	\$	37,162.56	Ç,	38,463.25	\$ 35,4	35,809.46		v.	42,644.89	ş	-	\$ 45,682.27	2.27 \$	47,281.15	\$	\$ 66.556,89	50,548.78
113	S	31,091.62	us	39,424.83	7 36 \$	4C,804.70 \$	42,232.86	\$	43,711.01	\$	15,240,90	5 46824.33	4.33 5	48,463.18	S.	\$ 65,159.39 \$	51,314.57
7	S	39,043.92	(n	4C,410.4G	5	41824.82 \$	43.288.69	٠	44,803.80	<u>.</u>	637.93	5 (7.994.95	4.95	49,674.77	\$	51,411.39 \$	53,212.86
114	••	40,020 D1		_	\$27	42,870.44 \$		·	45,923.88		-	\$ 19194.81	211	50,916.63	\$	52,698.71 \$	54,543.17
777		41,020.53	os.	42,456.23	\$ \$	43,942.20 \$	45,460.18	~	47,071.98	•	-	\$ 50,424.69	6.69	52,189.55	ν. χ	54,016.18 \$	55,306.75
116	\$	42,046.03	'n	43,517.65	\$	45,040.76 S		, ·	48,248,79	<u>_</u>	69937.50	\$ 51,685.31	5.31 \$	53.494.30	55	\$ 09.996.82	57 304 48
117	••	43,097.18	45	44,645.58	\$ 446,0	4,166.77 S	47,782.61	\$	49,455.00	χ. 2	51165.99	\$ 52,977.43	7.43 \$	54,831.64	×	56,750.75 \$	58,737.0B
13.8		44,174.51	ķ	45,720.72	\$ 47	47,320.94 S		*	50,691.38	\$	52,465.57	\$ 54,308.87	8 28.8	56,202.43	\$	\$ 22.691,82	€0,205.€5
113	S	45,278.96	ı٨	46,863.75	~ **	48,503.98 S	50,201.52	٠	51,958.67	~ ~	53 TT 23	5 55,659,43	9.43 \$	12.009.72	SS .	\$ 77.523,62	61,719.61
120	S	46,410.96	'n	48,085.34		49,716.38		۰,	53,257.64	\$	_	\$ 57,050.92	0.92	0C.TMQ.62	5	61,114.37 \$	(3,253.47
121	••	47,571.22	w	49,236,22	~ X	SK,959.48 S	52,743.07	\$	54,549.07	5	69:60+95	\$ 58477.18	7.18 5	83.525,03	5	\$ 22.11.52	64,334.6B
122	S	44,76051	in	50,46713	\$ 52,	52,233.48 \$	54,061.55	ş	55,953.81	2	57,912,20	\$ 59,939.12	9.12 \$	62,036,59	ω 2	64,208.29 S	E-551'99
123	5	49,979.52	'n	51,728.80	\$ 53.	53,539.31 \$	55,413.19	S	57,352.65	2	59 359 39	\$ 61,437.59	2.59 \$	63,587.91	5	65,813.46 \$	68,116.96
124	5	51,229.01	.,	53.002.02	.×	54.877.79 5	56,798.51	<u>~</u>	58,786.46	~	50 B/B 99	5 62973.53	3.53 \$	65,177.60	5	5 28.82.5	86,819.88
125	5	52,509.73	<₽	54,347.57	35	56.249.73	58,218.47	•	60.256:2	~	62.365.08	\$ 54547.86	7.86 \$	66,007.04	*	69,145,288 \$	71,565.37
126	5	53,822.47	ر ہ	55,786.25	\$ 57,	57,655.97 \$	59,673.93	*	61,762.52		-	\$ 56161.56	3.56	68477.21	e.	\$ 16.678.01	13,354.50
121	5	55,158.03	ų,	57,098.92	\$ 59,	59.097.38	61.165.79	v	63.306.59	~ 	65 522 22	5 67.815.60	5.60	70,186.15	27	72.645.77 5	75,188.37
121	5	56,547.23	'n	51,526.39	29	6C,574.31 S		u,	64,889.15		-	5 69 51	5 66 (11569	13.89.27	2	74,461.91 5	77,368.08
123	\$	57,960.93		95 686 65	\$ 62,1	62,089.19 \$	64,262.31	•	66,511.50	~	68 839 40	\$ 71.248.78	B.78 \$	73,742.48	\$	76,323.47 \$	E. 166, 87
130	5	59,409.94	١,	61,449.29	F5	63,541.42 \$	l	*	68,174,28	\$	70 560 38	\$ 73 029 99	9.99	75,586.04	\$	78,231.55 \$	30,369.ES
131	5	64,895.19	.,	63,026,52	~ 88	65,232.45 \$	'	~	69,878,63	\ \ \	72 324 36	5 74855.73	5.73 \$	17,475 69	S	80,187.33 S	12,393.EB
132	5	62,41757	4,0	64,642.18		\$ 92.636,33	69,263.47	s	71,625.59	\ S	74122.49	ET 127.21 3	2.13 \$	79,412.57	3 5	12,192.01 S	15,368.74
133	8	63,978.00	ij	66,217.23	\$ 64	68,534.83 \$	70,933.35	\$	73,416.23		75 965.79	5 786	78645.30 \$	81,397.58	2	84.246.B1 \$	87,195.45
134	\$	65,577.45	in.	67,872.66	\$ 75,	75,248.21	72,706.39	\$	75,251.63	. \$	77 \$555.44	\$ 10,611.43	\$ 87.1	£3,5E4,E8	\$	\$ 96.355,98	15,375.33
135	5	67,216.B9	45	65,549.48	\$ 72	72,004.41 \$		S	77,132,93	~ ~	79.822.58	5 82,626.72	5.72	85,518.66	S.	88,511.81 \$	91,509.72
9EI	5	64,897.31	4.5	71,308.72	£ 33,	23,804.53 S	76,387,58	S	79,061.25	٠.	B1 828 40	84,692.39	2 65.2	87,556.62	\$ \$	90,724.61 \$	93,309.97
137	\$	70,619.75	Š	73,091.44	\$ 75,	75,649.64 \$		Ş	81,037.79	S	B3 874.11	\$ B680	86,809.70 \$	89,848.04	5	52,992.72 \$	96,247.47
133	\$	72,385,25	Š	74,918.73	<i>u</i> 5	\$ 88.045,77		\$	83,063.73	\$	15,970,97	\$ 68.979.95	3.95	92,094.25	š	\$ 217.5	38,553.66
ET.	S	74,194.88	'n	76,791,70	^ Z	75,479,41 \$		Š	85 140 33	_	68 120.34	5 31.X	31,204,45 \$	¥396.61	S	57,700. 00 S	101,120 CH
140	s	76,049.76	'n	71,71150	\$ 81,	81,466.40 \$	84,317.73	"	87,248.ES	<u>.</u>	90 323 %	5 93 484.57	M.57 S	96,756.53	201	100,143.01 \$	103,548.02
141	Ċ	77,950.99	'n	8C,679.28	EB \$	83,503.05	85,425.66	~	89,450.56		92,581,33	3582	95 821.67 \$	99.175.43	5 100	102,546.57 \$	106,239.20
143		77,659,57	e/i	82,696.26	\$ 85,	85,590.63 \$		•	91,686.83	~ ~	7 855.86	\$ 98,217,22	7.22 \$		201	105,212.74 S	106,395.19
143	5	81,897.27		84,763.57	\$ 87,	87,730.40 \$		s	93,979.00	S	97,268,26	\$ 120,672.65	2.65 \$	104,196.20	\$ 10.	107,843.06 \$	1.1,517.57
144	S	83,944.71	4.5	86,882.77	'≨88 Ş	85,923.57 \$	93,071.00	ş	96,328.48	\$	39 650 56	\$ 123,189.48	B.48 S	106,901 11	S 110	110,539,15 \$	1:4,408.02
145	\$	86,043.31	in	89,064.83	² 6 \$	92,171,75	95,397.76	\$	98,736.68	S 1.	132 152 47	\$ 135,769.20	8.20 \$	109,471.12	\$ 115	113,302,61 \$	1:7,268.21
146	\$	88,134.40	i,	91,211.20	χ Υ	94,476.05 \$		٠,	101,205.10	~	124 747 28	\$ 128413.44	3.44 \$	112,207.51	1T S	116,135.18 \$	120,159.91
147	5	90,399.26	un'	93,563.23	36	96,837.94 \$		S	103,735,23	T	137,365,96	\$ 11113.77	3.77 \$	115,013.30	\$ 115	119,038,56 \$	123,204.91
142	S	92,659,23	as.	95,982.31	°66 ->	\$ 68.835,89		\$	106,328.60	Ş	110,050:0	\$ 113 901 £6	3 98 K	117,888.42	31 \$	\$ 52 110 221	136,285.03
149	*	94,975.73	, co	98,299.88	\$ 101,	\$ 75.040,100	105,301,28	×	105,986.83	\$ 10	112,801.37	\$ 116749.42	B.42 S		\$ 12	125,064.89 \$	129,442.17
156	2	97,35011	Ś	:00,757.37	> 304,	104,283.38 S		S	11,711.50	S	115621.40	\$ 119668.15	R.15 S	123,856,53	212	128.191.51 \$	132,578.21
151	Ş	99,733.87	(A	:03,276.31	\$ 106,	30,088,301	110,652.17	S	114,504.29	S S	11851194	\$ 122,659.86	3 36.5	116,952.95	5	131,396.31 \$	135,395.18
152	**	202,278.47	٠,5	:05,858.21	\$ 109,	108,563.25	113,397,97	\$	117,366.90	₹	121,474,74	\$ 125,726.35	5.35	130,126.77	S.	134,681.21 \$	139,395.05
153	\$	104,835.43	in	:08,584.67	\$ 112,	112,302.33 \$		s	120,301.07	\$ 12	124,511.60	\$ 128,869.51	38.51 \$	133,379.94	\$ 13	138,048,24 \$	142,579.93
154	5	107,456.31	S	11,217.28	\$ 115,	115,109.88 \$	119,158.73	\$	123,308,59	1 5	127,624.39	5 132,091,24	N.24 S	136,714.43	\$ 14	141,499.44 \$	146,451.92
155	5	110,142.72	C/S	.11,997.72	'211 \$	117,987.64	122,117.20	S	126,391,30	S	130,815,00	5 135 399.53	9.53	140,132.30	\$ 10	145,036,93 \$	150,113.22
156	≪.	112,896.30	an.	.16,047.57	\$ 12C,	120,937.34 \$		~	01 155,621		134 065.39	\$ 138778.37	m.37 \$	143,635.62	\$	148,662.86 \$	153,366.06
157	2	115,718.70	**	.19,768.BS	\$ 123,	123,960.76	128,299.39	ş	132,789.87	\$ 13	137,437,51	5 142,247.82	7.82	147,226.50	\$ 15	152,379.43 \$	157,72.71

CAMBRIA SALARY NITERAL

Step and Grade (Appointed Exempt Employees) OFFICIAL 2019-3020

		seek checks	Ki-brain wantu	- Mar	rth are pemecent t	mplenyeres harrentre	In Strang County. The column, however, is orcharied the retributes reterence. All employees here elected are particular to the 4L-brain wantscool schedule.	chuled the retiraci	amen, herveeneer, 15 cr	Pytonamy therm	260	direct barn are no langur 45-base employees, was	Derre are no brang.	*Menty-
													. ,	
122,157.62	\$	185,659.54	\$ 05.185,071	5	173,315,17	167,454.27	361,791.56 5	CONTRACTOR :	151,034.36	145,926.72	\$ 140,252,00		5	16
187,470.15	5	181,131,25	\$ 60'900'5/1	\$	169,087.96	10.00E,E01	\$ 157,845,42 \$	\$ 397.02,521	147,350.39	142,367.53	\$ 137,553.17		7	16
180 ABR 19	,	176,713.43	2 17 CF C.M.	٠	164 9K3 R7	भटक अबद कर	2 12 244 531	148,787 9K	143,756.49	1 128,895, 15	5 134,198 22 P		13	14
178,437,45	\$	172,403,34	156,573.27 \$	٠,	160,940.36	155,497,93	150,239.55 \$	145,158.98	1 140,250.22	135,507.96 \$	\$ 130,925,05		2.	16
174,005.32	\$	168,138.38	\$ 15.015,281	\$	157,014.99	151,705.30	146,575.17 \$	141,618.52	136,829.49	132,202.41	\$ 67.157,731 \$		1.	16
169,829.35	5	154,095.99	\$ 38.34.3.51	\$	153,195.36	148,006.18	\$ 11.000,EM	139,164.12	133,492.19	\$ 36 776,861	\$ 124,616.39		9	16
165,096.92	3	150,063.64	5 38 66 5/831	\$	149,449.13	144,395.29	3 35.512.36 5	134,794.65	3 236.28	\$ 31.558,211	\$ 111,576.96 \$		9	16
161,655.51		156,188,20 \$	\$ 20.706.021	*	145,804.01	140,873.44 \$	36,109.60 \$	131,506.86	127,059,77	122,763,07	5 118,511.66		9	57

RESOLUTION NO. 18-488

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

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

WHEREAS, for the purposes of NRS 245.210, the Storey County Board of County Commissioners has authority to establish the salaries of all appointed County employees by the enactment of a resolution.

WHEREAS, the salaries of all regular county employees, except certain Sheriff's Office employees set by collective bargaining agreement, are consistently to be derived from a similar step and grade range salary chart shown in the General Salary Schedule for regular employees of the county.

WHEREAS, the salary range of appointed employees shall be set by the General Salary Schedule for regular employees of the county and the assigned grades for the appointed positions are as follows:

Public Works Director	Grade 151
Assistant Public Works Director	Grade 137
Automotive/Equipment Specialist	Grade 133
County Manager	Grade 157
Assistant County Manager	Grade 152
Fire Marshal	Grade 144
Community Development Director	Grade 151
Chief Deputy District Attorney	Grade 152
Deputy District Attorney	Grade 151
Chief Deputy Sheriff	Grade 136
Communications Director	Grade 140
Information Technology Director	Grade 151
Network Administrator	Grade 130
Comptroller	Grade 151
Management Analyst I to Comptroller	Grade 129
Management Analyst II to Comptroller	Grade 133
Management Analyst I to County Manager	Grade 129
Management Analyst II to County Manager	Grade 131
Management Analyst III to County Manager	Grade 133
Management Analyst I to Fire District	Grade 129
Administrative Officer/HR Director	Grade 151
Community Services Coordinator	Grade 133
Senior Planner	Grade 134
VCTC Director	Grade 151
Tourism Marketing Manager	Grade 135
Bailiff/Director of Security	Grade 140

WHEREAS, each employee who is capped in the ten-step General Salary Schedule shall receive a Cost of Living increase equal to fifty (50%) percent of any PERS increase for that year, if there is no PERS increase (every other year) each employee who is capped in the ten-step General Salary Schedule shall receive a two (2%) percent Cost of Living increase July 1st. Each employee who is not capped in the ten-step General Salary Schedule shall receive a Cost of Living increase equal to fifty (50%) percent of any PERS increase for that year, if there is no PERS increase (every other year) no Cost of Living increase will be granted.

NOW, THEREFORE BE IT RESOLVED BY THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS, by unanimous vote, to adopt Resolution 18-488 providing for the setting of salaries for the appointed officials not represented by a bargaining unit.

This resolution shall be effective on the 1st, day of July, 2018.

PROPOSED AND ADOPTED this 3rd day of July, 2018.

THOSE VOTING AYE:	:
THOSE VOTING NAY:	
	STOREY COUNTY
	BOARD OF COUNTY COMMISSIONERS
	Marshall McBride, Chairman
ATTEST:	
CLERK TO THE BOARD	_

RESOLUTION NO. 18-488

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

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

WHEREAS, for the purposes of NRS 245.210, the Storey County Board of County Commissioners has authority to establish the salaries of all appointed County employees by the enactment of a resolution.

WHEREAS, the salaries of all regular county employees, except certain Sheriff's Office employees set by collective bargaining agreement, are consistently to be derived from a similar step and grade range salary chart shown in the General Salary Schedule for regular employees of the county.

WHEREAS, the salary range of appointed employees shall be set by the General Salary Schedule for regular employees of the county and the assigned grades for the appointed positions are as follows:

Public Works Director	Grade 151
Assistant Public Works Director	Grade 137
Automotive/Equipment Specialist	Grade 133
County Manager	Grade 157
Assistant County Manager	Grade 152
Fire Marshal	Grade 144
Community Development Director	Grade 151
Chief Deputy District Attorney	Grade 152
Deputy District Attorney	Grade 151
Chief Deputy Sheriff	Grade 136
Communications Director	Grade 140
Information Technology Director	Grade 151
Network Administrator	Grade 130
Comptroller	Grade 151
Management Analyst I to Comptroller	Grade 129
Management Analyst II to Comptroller	Grade 133
Management Analyst I to County Manager	Grade 129
Management Analyst II to County Manager	Grade 131
Management Analyst III to County Manager	Grade 133
Management Analyst I to Fire District	Grade 129
Administrative Officer/HR Director	Grade 151
Community Services Coordinator	Grade 133
Senior Planner	Grade 134
VCTC Director	Grade 151
Tourism Marketing Manager	Grade 135
Bailiff/Director of Security	Grade 140

WHEREAS, each employee who is capped in the ten-step General Salary Schedule shall receive a Cost of Living increase equal to fifty (50%) percent of any PERS increase for that year, if there is no PERS increase (every other year) each employee who is capped in the ten-step General Salary Schedule shall receive a two (2%) percent Cost of Living increase July 1st. Each employee who is not capped in the ten-step General Salary Schedule shall receive a Cost of Living increase equal to fifty (50%) percent of any PERS increase for that year, if there is no PERS increase (every other year) no Cost of Living increase will be granted.

NOW, THEREFORE BE IT RESOLVED BY THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS, by unanimous vote, to adopt Resolution 18-488 providing for the setting of salaries for the appointed officials not represented by a bargaining unit.

This resolution shall be effective on the 1st, day of July, 2018.

PROPOSED AND ADOPTED this 3rd day of July, 2018.

THOSE VOTING AYE:	
THOSE VOTING NAY:	
	STOREY COUNTY
	BOARD OF COUNTY COMMISSIONERS
	Marshall McBride, Chairman
ATTEST:	
CLERK TO THE BOARD	_



M	leeting date:	07/02/19		Estimate of time required: 15 min.
A	genda: Consent	[] Regular age	enda [x]	Public hearing required []
1.	grade and sala	ion/Possible Act ry range of emp ey County Fire	loyees fix	olution No. 19-546, a resolution setting set by ordinance or resolution per NRS 474.470 for fficials.
2.	a resolution	n setting grade a	ınd salary	r] move to approve Resolution No. 19-546 range of employees fixed by ordinance or resolution rey Fire District officials.
3.	Prepared by: A	Austin Osborne		
	Department: H	luman Resource	S	Telephone: 775.847.0968
4.	appointive resolutions	officers and em. The proposed	ployees b resolution	at the board has authority to fix the salaries of all by the enactment of ordinances or the adoption of a conforms to the NRS requirement and the board 2020 fiscal year.
5.	Supporting ma	terials: Draft R	esolution	No. 19-546
6.	Fiscal impact:			
	Funds Ava	ilable: yes	Fun	d: per department budgetyes Comptroller
7.	Legal review re	equired:	<u></u>]	District Attorney
8.	Reviewed by: Depa	rtment Head		Department Name: Commissioner's Office
	Coun	ty Manager		Other agency review:
9.		proved nied	[]	Approved with Modifications Continued

RESOLUTION NO.	19-546	
RESOLUTION NO.	19-396	

A RESOLUTION SETTING SALARIES OF EMPLOYEES FIXED PER NRS 474.470 FOR APPOINTED OFFICIALS.

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

WHEREAS, for the purposes of NRS 474.470, the Storey County Board of Fire Commissioners has authority to establish the salaries of all appointed Fire District employees by the enactment of a resolution or other action.

WHEREAS, the salaries of all Fire District appointed employees, except certain Fire District employees set by collective bargaining agreement, are consistently to be derived from a similar step and grade range salary system shown in the General Salary Schedule for regular employees of Storey County.

WHEREAS, the grade range of appointed Fire District employees shall be as follows:

Fire Chief	Grade 153
Division Chief	Grade 148
Battalion Chief	Grade 144

WHEREAS, each employee who is capped in the ten-step General Salary Schedule shall receive a Cost of Living increase equal to fifty (50%) percent of any PERS increase for that year, if there is no PERS increase (every other year) each employee who is capped in the ten-step General Salary Schedule shall receive a two (2%) percent Cost of Living increase July 1st. Each employee who is not capped in the ten-step General Salary Schedule shall receive a Cost of Living increase equal to fifty (50%) percent of any PERS increase for that year, if there is no PERS increase (every other year) no Cost of Living increase will be granted.

NOW, THE	REFORE BE IT	RESO	LVED	BY THI	E STOR	REY	COUNTY
BOARD OF FIRE (COMMISSIONE	RS, by	unanin	nous vot	e, to ad	lopt I	Resolution
19-546	providing f						
officials not represer	ited by a bargain	ing uni	t.				

This resolution shall be effective on the 1st, day of July, 2019.	
PROPOSED AND ADOPTED this 2 nd day of July, 2019.	
THOSE VOTING AYE:	

Resolution No. 19-546

THOSE VOTING NAY:	
	STOREY COUNTY BOARD OF FIRE COMMISSIONERS
	Marshall McBride, Chairman
ATTEST:	
CLERK TO THE FIRE BOARD	_

Resolution No. 19-546

GENERAL SALARY SCHEDULE

Step and Grade (Appointed Exempt Employees) OFFICIAL 2019-2020

	8835	2000	H	, S		ľ	80%	1 S	١	385 S	L	Steo		988	8		A	ļ,
STEP		~	+	6				1				7		922	•		-	2
	ZOEO MOSETA JA								-		L							
GEANE			+				-		+		-	1]			-	1	
011	36.256.16	57.52.13	<u>دا د</u>	9	-		-		-	43,000,34	۸.	50.00	۸.	8/77/9		-		2,413.42
1	34,484.36	C7-534-95	<u>داد</u>	8	-	,	-		+	44,437.44	4	7796'0	۸.	1		_	A .	2/04/07
717	28(09), 62	58 424 85	2 :	3 :	AUXUA AU	֓֟֟֝ <u>֚֟</u>	-+	ş) ;	-	9,740.50	4	₩,124.55	^	48,485413		-+		16.016.16
113	39,043.92		ۇ د	=	-		-		-	6 ,371.93	+	47,994.95	۸.	49,674 77		-	1	53,212.86
114	2 40,020.01	5 41,420,71	2	2		5	-	ψ V	6,923.88 5	47,531.22	<u>~</u>	49,194.81	s	50,916.63	1	-		54317
211	5 41,020.51	\$ 42,456.23	2	4	43,942,20	ا	5,480.18	\$ 47,	47,071.98 \$	48,719.50	· >	50,424.69	S	52,189.55		-	2	55,906.75
116	\$ 42,046.03	\$ 43517.65	53	\$	45,040,76	٦	46,517.19	8	48,248.79 \$	49,937.50	s	51,685.31	S	53,494.30	55.	55,366.60	2	57,304.43
117	\$ 43,097.18	\$ 44,605.58	%	46	46,16E.77		47,782.61	\$	49,455.00 \$	51,185.93	•^	52,977.43	*	54,83164	3.	54,750.75	S	54,737.03
118	5 44,174.61	\$ 45,720.72	22 S	42	17,320.94	× ×	13.77.88	8 30	\$ 85.169,02	52,465.57	۰,	54,301.87	\$	56,202.43	5.58	58,169.52	5	69,205.45
119	\$ 45.278.98	5 46.863.75	55	48	48 508 58	2	50,201,62	5 51	51,958.67 \$	53,777,23	5	55,659.43	S	57,607.51		╌	9 9	61,710.61
120	3 46.430.96	S 48035.34	*	\$	+	S	+-	5.5	53,757.64 \$	55,121,66	S	57,050,92	s	59.047.70	S 61.	+	2	63.253.37
121	\$ 47571.22	5 49236.22	22	3	+		┿	2	\$ 585.00	56,495.63	•	58.777.18		88.523.03		1	8	64 834 69
122	\$ 48,760.51	\$ 50.467.13	13	52	52,233.48	S	54,061.65	S	S, 18.53.81 S	57,912.20	s	59,939.12	s	62,036.95	3 64	-	9 5	85.53,99
123		\$ 51.728.80	8	53	53,539.31	S	55.413.79	5.57	57,352.65	59,359.99	S	61,437.59	s	63,567.91	\$ 65	65,813.48	5	68,116.96
124	51229.01		23	3	+	l	-		-		-	62,973.53	s	65,177.60		-		69,819.88
125	\$ 52,509.73	54.347.57	27 \$	3	56.249.73		58,211.47	8	\$ 27.952.09	62,365.08	<u>~</u>	64,547.86	v	66,807.04	\$	69,145.28	۰ ۲	71,565.37
126	\$ 53,822.47	\$ 55,706.25	25. \$	57,	16.95973	5	EE E73, ES	\$ 61,	61,762.52 \$		٠,	66,161.56	\$	68,477.21	8 \$	-	2 5	73,354.50
127		5 57,098.92	52.	59	59,097.38	_ د	61.165.79	5.00	63,306,59	65,522.32	s	67,815.60	'n	70,169.15	5 77.	77,645.77	5 7	75,188.37
128	5 56,547.23	S 585.39	85	S	18 14 50	9	62,694.99	35	64,189.25 \$		s	66,510.99	s	71,943.87	5 74,	74,46191	5 7	77,068.08
129	\$ 57,960.93	\$ 59,989.56	Se	62	62,089,19	\$	64,262.31	\$ 66,	66,511.50 \$	68,839.40	s	71,248.78	ş	73,742.48	\$ 76,	76,323.47	\$ 7	78,994.79
130		\$ 61,469.29	29	E9	63,541.42	Š	_	999 \$	\$ 82,471,28	30,560.38	۰,	73,029.99	\$	75,586.04	'82 S	$\overline{}$	8 5	969.65
131	5 60,895.19	5 63,026,52	52 S	55	65.232.45	, I	67.515.58	S 69.	69,178,63 \$	72,324.38	<u>پ</u>	74,855.73	\$	77,475.69	5 80,	Н	5 8	82,993.89
132	\$ 62,417.57	\$ 64,602.18	18 5	95	92 296 35	اً	C9 203.47	S 71,	7,625.59 S	74,132.49	\$	76,727.13	\$	79,412.57	\$ 82,	82,192.01	8 5	85,058.74
133		\$ 66,217.23	23 \$	83	68,534.83	S	70,933.55	5 73,	73,416,23 \$		\$	78,645.30	Ş	81,397.83	\$ 84,	84,246.81	5 8	87,195.45
134	\$ 65,577.45	\$ 67,872.66	\$ 99		70,248.21	_	\rightarrow	\$ 35,	75,251.69 \$		v	80,611.43	v	83,432.83	'98 \$	_	\$	89,375.33
135	\$ 67.236.19	\$ 69569.48	8		72,004.41	Š	$\overline{}$	5 77,	77,132.98 \$		S	82,626.72	s	85,518.66	5 88,	$\overline{}$	5	91,609,72
136	\$ 68,897.31	5 71,308,72	22.	73	73,804,53	S	76,387.68	Ş.,	39,061.25 \$	81,528.40	s	84,692.39	s	87,656.62	\$	90,724.61	8	93,899,97
137	27.619.75	\$ 73,091.44	2	75	75,649,64	S		\$ 811,	21,037.79 \$	83,874,11	s	86,809.70	Ş	89,848.04	26 5	_	6 5	6,247.47
13.6	\$ 72,385.25	\$ 74,918.73	73 \$	CT.	77,540.88	S	80,254.82	\$ 83,	\$ 83,063.73 \$	85,970.97	\$	88,979.95	\$	92,094.25	′s6 s	95,317,55	5	98,653,66
139	5 74.194.88	5 76,791.70	20	ድ	79,479.41	S	12,261.19	5 55,	85,140.33	88,120.24	s	91,204.45	Ş	94,396.61	'LG S	_	2 10	101,120.01
140	37.040.76	5 78,711.50	8	11	11,666.40	Š	-	S 87,	87,268.86 S	90,323.26	v	93,464.57	s	96,756.53	901 5	106,143.01	21	103,648.02
141	S 77.950.99	\$ 80,679,28	28	2	13 508.05	S		\$	\$ 35.054,00	92,581.33	s	5,821.67	~	99,175.43	\$ 102,		S	106,239,20
142		\$ 82,696.26	\$ 97		-	~	$\overline{}$	S S	31,686.83 \$	94,895.86	'n	58,217.22	<u>~</u>	101,654.82	\$ 105,	_	207	108,895.19
143	\$ 81,897.27	\$ 84,763.67	2	2	05/05/1	· N	90,800.97	5 53,	33,979.00 \$	97,268.26	S	100,672,65	S	104,196.20	\$ 107	107,843.06	2 11	111,617.57
144	\$ 63.944.71	\$ 86.862.77	2	22	19 923 67	.,	-	S.	5,328.48 \$	96,69,96	~	103,189.48	~	106,80111	\$ 110,	110,539.15	2	114,408.02
145	5 86,043.31	5 89,054.83	5	92	92,171.75	<u>.</u>		8,	58,736.68 \$	102,192.47	S	105,769.20	S	109,471.12	\$ 113,	\rightarrow	5 :1	117,268.21
346		5 91,281,20	8	X	7,476.05		-	\$	101,205.10 \$	104,747,28	'n	108,413,44	Ş	12,207.91	\$ 116,	81.2EL, 811	S	126,139,91
147	\$ 90,399.76	\$ 93,563,23	23 S		96,837.94	<u></u>	$\overline{}$	S 103,	735.23 \$	107,365.96	S	111,123.77	Š	115,013.10	\$ 119,	_	\$ 12	123,204.91
148	\$ 92,659.23	\$ 95,902.31	31.	3	99,258.89	S	102,732.95	\$ 106,	106,328.60 \$	110,056.10	5	113,901.84	S	117,888.42	, 122,	122,014.52	21 2	126,285.03
149		\$ 98,299.88	88		181,740.37	7	165,301,28	\$ 108	108,984,83	112,801.37	s	116,749.42	S	120,835.65	\$ 125,	\vdash	\$ 12	129,442.17
150	\$ 97,350.11	\$ 100,757.37	37 5	ğ	194,283.88	S	187,933.81	\$ 111,	111,711.50 5	115,621.40	S	119,668.15	~	123,85653	5 128,	121,191,51	ध इ	132,678.21
151	71.637.99 2	\$ 103.276.31	31.5	106	106,890.98	2	110,632.17	\$ 114,	114,504.29 \$	118,511.94	v	122,659.86	s	126,952.95	\$ 131,	131,396,31	5 13	13,995,18
152	\$ 102.278.47	\$ 105,858.21	21.	100	109563.25	~	113,397.97	\$ 117,	117,366.90 \$	121,474.74	•	125,726.35	•	130,126.77	\$ 151	134,681.21	S IS	33,395.05
153	\$ 104,835.43	5 106,504.67	5	112	112,302,33	2	_		120,301.07 \$	124,511.60	ر م	128,869.51	S	133,379.94		\rightarrow	21	142,879.93
ŽĮ.	5 107,456.31	5 111 217 28	82	215	115,109,88	2		5 123	123,308,59 \$	127,624.39	~	12,091.24	S	136,71443	S 141,	-	5 14	146,451.92
155	2.72		_	- [117,980.64	<u>.</u>	_		_		<u>~</u>	13,393.53	S.	140,13230	- 1	_		150,113.22
156		\$ 116,847.67	2	ı	120,937.34	5	-		29,551.10 \$		<u>~</u>	138,778.37	S	143,635,62	2 148	_	\$15	153,866.06
157	\$ 115,718.70	\$ 119 768 85	2		123,960.76	[٦	178 239 29	2 133	132,789.60 \$	137,437,51	۰	142,247.82	S	147,22650	2 5	152,37943	2	15,712,71

GENERAL SALARY SCHEDULE

Step and Grade (Appointed Exempt Employees) OFFECIAL 2019-2020

158	\$	118,611.66 5	5 703.63.721 8	2	127,059,77 \$		131,506.86 5	\$ 136,109.60 \$	\$	140,873.44 \$	\$ 145,804.01 \$	1 3	150,907.15 5 156,188.90 5 161,655.51	2 156	5,188.30	3 L	61,655.51
155	\$	121,576,96	\$ 125,832.15	5 5	1.90,236.28	1 3	134,734.55	\$ 139,512.56	\$	144,395.29	5 149,449 15	3 5	134,679 85 5		160,095 64 5		165,696 72
160	5	\$ 65 919 971	5 36 ((6 37) 5	٠ و	133,492 19	J	138 164 42	5 21 000 691 5	7E S	3 81 500 891	\$ 98 SHI'ESI \$	\$ 9	5 58 985 851		5 66 560 991		SF 688 691
191		\$ 65.155,751	\$ 112,202,41 \$	11 5	136,829.49	J.	141,618.52	06.207,121 \$ 151,705.30	\$ 15	06.207,13	\$ 157,014.99	\$ 6	162,510.51	s	2 85.862,831		174,085.32
162	\$	130,925.09 \$	\$ 135,507.46 \$	9	140,250.22	,	145,158.98	\$ 150,239.55 \$		155,497.93 \$	\$ 160,940.36	8	166,573.27	\$	172,403.34	v	178,437.45
163	\$	134,150.22 \$	S 21.268,851 S	5	143,756.49	5	140,787.96	5 153,995.54	\$	\$ 85.385,851 \$ 459,365,36 \$	\$ 164,963.87 \$	\$ 6	L70,737.61 S		176,713.43 \$	_	162,896.39
164	S	21: 555'281	\$ 142,367 53 \$	77	6E 05E'291	Š	152,507,65	\$ 157,848,42 \$		10.00.6,621	36 780,631 8	y.	175,006 D4	•	181,131.25	5	28 079, 581
1991	\$	140,982.00	22.30.231 2	5 2	151,034.16	3	156,220.35	5 351,791,56 2		367,454.37	\$ 173,315.17	2 8	179,381.20	5877 5	125,659.54	1 5	192,157.62
loce: There are no longer 35-hour employees workin	S-hour employee	•	O'TEN COUNTY. The	e colen	id, however, is	in chade	nd for retroad	in Storey County. The column, however, is included for retroatsive reference. All employees henceforth are purusant to the 40-hour workweek schedule.	II employ	rees hernoefo	or the percent	nt to th	e 40-hour wa	rkeeses sc	hedule.		
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				-	+		1			1		1					

RESOLUTION NO. 18-489

A RESOLUTION SETTING SALARIES OF EMPLOYEES FIXED PER NRS 474.470 FOR APPOINTED OFFICIALS.

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

WHEREAS, for the purposes of NRS 474.470, the Storey County Board of Fire Commissioners has authority to establish the salaries of all appointed Fire District employees by the enactment of a resolution or other action.

WHEREAS, the salary range of all Fire District appointed employees, except certain Fire District employees set by collective bargaining agreement, are consistently to be derived from a similar step and grade salary range chart shown in the General Salary Schedule for regular employees of Storey County.

WHEREAS, the salary range of appointed employees shall be set by the General Salary Schedule for regular employees of Storey County and the assigned grades for the appointed positions are as follows:

Fire Chief	Grade 152
Division Chief	Grade 144
Battalion Chief	Grade 140

WHEREAS, each employee who is capped in the ten-step General Salary Schedule shall receive a Cost of Living increase equal to fifty (50%) percent of any PERS increase for that year, if there is no PERS increase (every other year) each employee who is capped in the ten-step General Salary Schedule shall receive a two (2%) percent Cost of Living increase July 1st. Each employee who is not capped in the ten-step General Salary Schedule shall receive a Cost of Living increase equal to fifty (50%) percent of any PERS increase for that year, if there is no PERS increase (every other year) no Cost of Living increase will be granted.

NOW, THEREFORE BE IT RESOLVED BY THE STOREY COUNTY BOARD OF FIRE COMMISSIONERS, by unanimous vote, to adopt Resolution 18-489 providing for the setting of salaries for the appointed officials not represented by a bargaining unit.

This resolution shall be effective on the 1st, day of July, 2018.

PROPOSED AND ADOPTED this 3rd day of July, 2018.

THOSE VOTING AYE: Chairman McBride

Commissioner Gilman
None
Absent: Vice-Chairman Hebrite McGuffey
STOREY COUNTY
BOARD OF FIRE COMMISSIONERS
Marshall McBride, Chairman

ATTEST:

THOSE VOTING NAY:

Resolution 18-489



9. Board action:

Approved Denied

Storey County Board of County Commissioners Agenda Action Report LIOUOR BOARD

Meeting date: 7/2/19 Estimate of time required: Agenda: Consent [] Regular agenda [x] Public hearing required [] 1. Title: Approval of 2nd reading for On-Sale Liquor License Virginia City Joe's, 5 N C St., Virginia City, NV 89440 – Applicant is Joe France. 2. Recommended motion: I motion to approve the 2nd reading for On-Sale Liquor License Virginia City Joe's, 5 N C St., Virginia City, NV 89440 – Applicant is Joe France. 3. Prepared by: Brandy Gavenda, Admin. Asst. **Department:** Storey County Sheriff's Office **Telephone:** 775-847-0959 4. Staff summary: Approval of 2nd reading for On-Sale Liquor License Virginia City Joe's, 5 N C St., Virginia City, NV 89440 – Applicant is Joe France. 5. Supporting materials: None 6. Fiscal impact: None Comptroller Funds Available: Fund: 7. Legal review required: District Attorney 8. Reviewed by: X Department Head Department Name: Sheriff, Gerald Antinoro County Manager Other agency review:

Approved with Modifications

Continued



13.33			Agenda Acu	on Keport	
	Meeting date: 7/	2/19		Estimate of time requir	ed:
	Agenda: Consent	[] Re	gular agenda [x]	Public hearing required []
	oval of 2 nd reading f a City, NV 89440 –			ense Virginia City Joe's, 5	5 N C St.,
2. <u>Recommenc</u> Virginia Applicant is Li	a City Joe's, 5 N C	on to ap St., Vir	pprove the 2 nd read ginia City, NV 89	ding for General Business 1440 – Applicant is Joe Fr	License rance.
3. Prepared by	g: Brandy Gavenda,	Admin	. Asst.		
Department	t: Storey County Sh	eriff's (Office	Telephone: 775-	847-0959
	ary: Approval of 2 Virginia City, NV 89			siness License Virginia Crance.	City Joe's, 5 N
5. Supporting	g materials: None				
6. <u>Fiscal impa</u>	ct: None				
Funds A	Available:	Fu	nd:	Comptroller	r
7. <u>Legal reviev</u>	w required:		District Attorney	,	
8. Reviewed b	y: Department Head			ame: Sheriff, Gerald Anti	noro
C	ounty Manager		Other agency	eview:	
	<u>n:</u> Approved Denied	[]	Approved with Continued	n Modifications	



Meeting date: 07/02/19	Estimate of time required: 05 min.	
Agenda: Consent [] Regular age	nda [x] Public hearing required [x]	
Board of Storey County Commiss	Action: Notice to cancel the July 16, 2019, meeting of the oners, with acknowledgement that the meeting may occur is meeting, and under such circumstances the meeting with NRS.	ır if
meeting of the Board of Storey ((county commissioner) motion to cancel the July 16 ounty Commissioners, with acknowledgement that the rs necessitate this meeting, and under such circumstance with NRS.	meeting
3. Prepared by: Austin Osborne	y 	
4. Department: Planning	<u>Telephone</u> : 775.847.09	68
5. Staff summary: Notice to can	el meeting due to anticipated scheduling conflict.	
6. Supporting materials: None		
7. Fiscal impact: None on local g	vernment.	
Funds Available:	Fund: Comptroller	
8. Legal review required: 9. Reviewed by: Department Head	yes District Attorney Department Name:	
County Manager	Other agency review:	
10. Board action: [] Approved [] Denied	[] Approved with Modifications [] Continued Agenda I	tem No. 🤈



1eet	ing date: 6/18/19	Estimate of time required: 5 min.	
.gen	da: Consent [] Regular agenda	[x] Public hearing required [x]	
1.		on: 2019-028 Consideration and Possible Action of Grant of ties within portions of the M Street and Washington Street Rights-of-ty, Nevada.	•
2.	to approve a Grant of Easement (cordance with the recommendation by staff, I [commissioner] move (2019-028) to NV Energy for utilities located within portions of the rights-of-way, Virginia City, Storey County, Nevada.	
3.	Prepared by: Lyndi Renaud		
4.	Department: Planning	Telephone : 775.847.1144	
4.	Virginia City to construct, operate electric line systems for distribut with ingress and egress across earnaterial within easement areas for	requesting an easement associated with existing power lines within the, add to, modify, maintain and remove communication facilities and ion and transmission of electricity above and below ground, along sement areas and removal, clear, cut or trim any obstruction or or safe and proper use of facilities within the easement areas. The within portions of the M Street and Washington Street rights-of-way, evada.	
6.	Supporting materials: See atta	sched grant of easement document and legal description with exhibit.	•
7.	Fiscal impact: None on local go	overnment.	
	Funds Available:	Fund: Comptroller	
8.	Legal review required:	District Attorney	
9.	Reviewed by: Department Head	Department Name: Planning	
	County Manager	Other agency review:	
l 0 .	Board action: [] Approved [] Denied	[] Approved with Modifications [] Continued Agenda Item No	. 2

Location: M and Washington Streets

The undersigned hereby affirms that this document, including any exhibits hereby submitted for recording does not contain the personal information of any person or persons (Per NRS 239B.030)

RECORDING REQUESTED BY: WHEN RECORDED MAIL TO: Land Resources NV Energy P.O. Box 10100 MS S4B20 Reno, NV 89520

GRANT OF EASEMENT

STOREY COUNTY, a political subdivision of the State of Nevada, ("Grantor"), for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and on behalf of itself and its successors and assigns, grants and conveys to Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy ("Grantee") and its successors and assigns a perpetual right and easement:

1. To construct, operate, add to, modify, maintain, replace and remove communication facilities and electric line systems for the distribution and transmission of electricity above ground and underground, consisting of poles, other structures, wires, cables, bollards, pole-mounted transformers, anchors, guys and other equipment, fixture, apparatus, and improvements ("Utility Facilities"), and service boxes/meter panels, cabinets, bollards and other equipment, fixtures, apparatus, and improvements ("Additional Utility Facilities") upon, over, under and through the property legally described in Exhibit A attached hereto and by this reference made a part of this Grant of Easement ("Easement Area");

Location: M and Washington Streets

RW# 0580-2019 Proj. #3003329613

Project Name: E-35, 45, 55 South L ST-F/P-RES-E-COLLINS CONSTRUCTION

GOE DESIGN OH UG

- 2. For ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement;
- To remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities or the Additional Utility Facilities within the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently construction, operating, adding to, maintain, or removing the Utility Facilities and/or the Additional Utility Facilities, to any tangible,, personally property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement. However, this paragraph does not apply to and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 3 above so long as it exercises its rights in a prudent and non-negligent manner.

Grantee shall bear the entire cost and expense of installing and maintaining said Utility Facilities and Additional Utility Facilities in said Easement Area.

Grantee shall, at its expense, comply with all applicable laws, regulations, rules and orders regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality.

Grantee shall coordinate initial construction and/or maintenance with any existing lessees/occupants of the real property and shall use its best efforts not to unreasonably interfere with use/access of such lessees/occupants in the course of its construction and/or maintenance.

Grantee agrees that no assessments will be levied against the property of Grantor to defray any part of the expense incurred in connection with any construction in the Easement Area.

Grantee agrees to investigate, release, defend, indemnify and hold harmless Grantor, its officers, employees, agents, successors and assigns from all claims, liability, cost and expense, howsoever same may be caused, including reasonable

Location: M and Washington Streets

RW# 0580-2019 Proj. #3003329613

Project Name: E-35, 45, 55 South L ST-F/P-RES-E-COLLINS CONSTRUCTION

GOE DESIGN OH UG

attorney's fees, for loss of or damage to property for injuries to or death of persons arising out of the construction, reconstruction, maintenance, presence in, or use of the Easement Area by Grantee, its employees, agents, licensees, invitees, successors or assigns.

Grantee shall fully pay for all materials installed in the Easement Area and shall pay in full all persons who perform labor thereupon. Grantee shall not permit any mechanics' or materialmen's liens of any kind or nature to be enforced against the property for any work done or materials furnished thereon at Grantee's request.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code. Grantee may use this easement to provide service to any of its customers.

(signatures on next page)

Location: M and Washington Streets

RW# 0580-2019 Proj. #3003329613

Project Name: E-35, 45, 55 South L ST-F/P-RES-E-COLLINS CONSTRUCTION

GOE DESIGN_OH_UG

IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

GRANTOR:	GRANTEE:
Accepted for the County of Storey, by the Board of County Commissioners	Sierra Pacific Power Company
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:
(acknowledgements on next page)	

Location: M and Washington Streets

RW# 0580-2019 Proj. #3003329613

Project Name: E-35, 45, 55 South L ST-F/P-RES-E-COLLINS CONSTRUCTION GOE_DESIGN_OH_UG

ACKNOWLEDGEMENTS

STATE OF				
COUNTY OF) ss.)			
This instrument w	as acknowledg	ed before me this	day of	
, 2019, I	by	NV Energy	8	
		Notary P	'ublic	
STATE OF NEVADA)			
COUNTY OF STOREY) ss .)			
This instrument wa	s acknowledge	ed before me this	day of	
, 2019, b	у	as	ß	
of the BOARD OF COU subdivision of the State o		SSIONERS OF S	STOREY COUNTY, 8	a political
		Notary P	ublic	

Location: M and Washington Streets RW# 0580-2019

Proj. #3003329613
Project Name: E-35, 45, 55 South L ST-F/P-RES-E-COLLINS CONSTRUCTION
GOE_DESIGN_OH_UG

W.O. 3003329613 STOREY COUNTY



EXHIBIT "A" EASEMENT

A portion of the Southeast quarter of Section 29, Township 17 North, Range 21 East, M.D.M., Storey County, Nevada; situated within that Parcel of land described as M, and Washington Streets in the Official Map of Virginia City, filed June 6, 1865, Official Records of Storey County, Nevada, more particularly described as:

An easement, 10 feet in width, lying 5 feet on each side of the following described centerline:

COMMENCING at the Northeast Corner of Block 153 of said Official Map of Virginia City, said point being the Southwest corner of the intersection of M Street and Washington Street;

THENCE leaving said Block 153, South 77°24'32" East, 33.24 feet to the **POINT OF BEGINNING**;

THENCE North 22°35'39" East, 151.07 feet;

THENCE North 73°45'49" West, 43.48 feet to the TERMINUS OF THIS DESCRIPTION.

EXCEPTING that portion that falls within Block 134 of said Official Map of Virginia City.

The sidelines of said easement are to be extended or truncated as to meet at angle points.

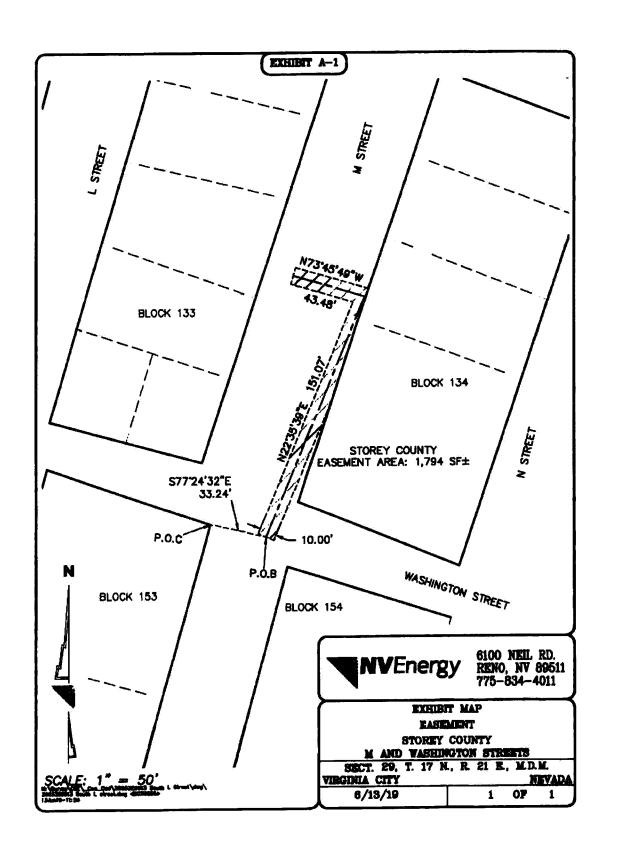
Together with the right to install guy and anchor facilities at poles required, to support said poles. Said facilities to extend not more than 25 feet from poles so supported.

Said Easement contains 1,794 square feet more or less.

See Exhibit "A-1" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is a Record of Survey for James H. Collins, recorded as file #104022 on 23 May, 2006, Official Records of Storey County.

Prepared by Brett Clarke





Meeting date: 07-02-19	Estimate of time required: 0 - 5
Agenda: Consent [] Regular agenda [X	C] Public hearing required []
1. Title: Business License Second Readi	ngs Approval
2. Recommended motion: Approval	
3. Prepared by: Sarah Dillon	
Department: Community Developme	nt Telephone: 847-0966
approved unless, for various reason follow-up letter noting those to be	ubmitted business license applications are normally ons, requested to be continued to the next meeting. A continued or approved will be submitted prior to the ess licenses are then printed and mailed to the new agenda Letter
6. Fiscal impact:	
Funds Available: Fu	und: Comptroller
7. Legal review required:	_ District Attorney
8. Reviewed by: X County Meriager	Department Name: Community Development Other agency review:
9. Board action: [] Approved [] [] Denied []	Approved with Modifications Continued

Storey County Community Bevelopment



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

To: Vanessa Stephens, Clerk's Office Pat Whitten, County Manager July2, 2019 Via email

Fr: Sarah Dillon

Please add the following item(s) to the July 2, 2019 COMMISSIONERS Agenda:

Storey County Building Department has inspected and found that the following businesses meet code requirements necessary to operate in the county:

LICENSING BOARD SECOND READINGS

- A. LEEWENS CORPORATION Contractor / PO Box 2549 ~ Kirkland, WA
- B. INNOVATIVE EQUIPMENT General / 3555 Airway Dr Ste 305 ~ Reno, NV
- C. ZAHLER ENTERPRISES Contractor / 1075 Country Estate Cr ~ Reno, NV
- D. FANUC AMERICA CORPORATION General / 3900 W Hamlin ~ Rochester Hills, MI
- E. VARIETY BUILDING SYSTEMS. Contractor /7690 Diamond Vista Ct ~Reno, NV
- F. BUSYBEE KITCHEN, LLC General / 4845 Osage Dr ~ Stagecoach, NV
- G. DRIPS COFFEE TRUCK General/385 Freeport #21 ~ Sparks, NV
- H. BECKHOFF AUTOMATION, LLC General / 13130 Dakota Ave ~ Savage, MN
- I. TEG STAFFING DBA EASTRIDGE WORKFORCE General / 2355 Northside Dr ~ San Diego, CA
- J. HELLERMANNTYTON CORPORATION General / 7930 N Faulkner Rd ~ Milwaukee, WI
- K. FERNLEY CLEAN UP LLC General / 36 Primton Way ~ Fernley, NV
- L. NINGBO XUSHENG AUTO TECH DBA NINBO N.A. General/ 555 Bryant St ~ Palo Alto, CA
- M. KAWCAK MASONRY, INC. Contractor / 7955 Sugar Pine Ct #150 ~ Reno, NV
- N. ERG AEROSPACE CORPORATION General / 964 Stanford Ave ~ Oakland, CA
- O. F3 & ASSOCIATES, INC. General / 701 E H St ~ Benicia, CA
- P. DA BUILDERS, LLC Contractor / 1770 Scott Valley Rd ~ Reno, NV
- O. ASPEN EARTHWORKS Contractor/ PO Box 33897 ~ Reno, NV
- R. WORK RIGHT NW General/ 1760 Down River Rd ~ Woodland, WA
- S. WESTERN ASSOCIATES- General / 5255 E Winnemucca Blvd #109 ~ Winnemucca, NV
- T. NATIONAL LANSCAPE -Contractor / PO Box 51166 ~ Sparks, NV
- U. NATIONAL INSTRUMENTS CORP. -General / 11500 N Mopac Expwy ~ Austin, TX
- V. DAIFUKU AMERICA CORP. -General /30100 Cabot Dr ~ Novi, MI
- W. PESTIGE BUILDING MAINTENANCE OF NV- General/ 3983 S McCarran Blvd ~ Reno, NV
- X. PMT (USA), LLC -General / 2015 Ionosphere St #203 ~ Longmont, CO
- Y. PARAGON CLEANING SVR SBA SUNSHINE CLEANING -General /840 Pyramid~Sparks, NV
- Z. VECOPLAN, LLC-General / 5708 Uwharrie Rd ~ Archdale, NC
- A. A. RENOWN HEALTH URGENT CARE General / 1155 Mill St ~ Reno, NV
- B. B. RENOWN REG MED CNTR DBA RENOWN HOSPICE CARE General / 1155 Mill St ~ Reno, NV
- C. C. KISTLER INSTRUMENT CORPORATION General / 30280 Hudson Dr ~ Novi, MI
- D.D. CLINT JENSEN CONSTRUCTION, LLC Contractor / 1390 Rice Rd ~ Fallon, NV

Storey County Community Development



P O Box 526 • Virginia City NV 89440 • (775) 847-0986 • Fax (775) 847-0935 • sdillon@storeycounty.org

E.E. C. M. STEEL, INC. - General / PO Box 36940 ~ Rock Hill, SC

Ec: Community Development
Commissioners' Office

Planning Department Comptroller's Office

Sheriff's Office



	Meetii	ig date:	07/	02/19	Estimate of time required: 20 min.		
Agenda:	Consent [] I	Regular ager	da []	Public heari	ing required [] (x Closed Session)		
l. <u>Title:</u> Order	Closed Session a. Fire Pro- Storey	meeting purs rotection Dist County Fire	suant to rict mai fighters	NRS 288.220 nagement and 'Association'	rotection District Commissioners. Call to 0 for the purpose of conferring with: legal counsel regarding labor negotiations with IAFF Local 4227. This meeting will begin the Board of County Commissioners.		
2. Recom	mended motion	n. No action					
3. <u>Prepar</u>	ed by: Austin (Sborne					
Department: Human Resources				Telephone: 775.847.0968			
St	torey County Fi	refighters As:	sociatio	n and the Stor	2017-19 bargaining agreements between the rey County Board of Fire Commissioners, the tentatively agreed between the parties.		
5. <u>Suppor</u>	ting materials	Provided at	closed s	session meetin	ng.		
6. <u>Fiscal i</u>	mpact:						
Fı	unds Available:	n/a	Fun	d:	Comptroller		
7. <u>Legal r</u>	eview required	<u>l</u> :		District Attor	ney		
8. <u>Review</u>	red by: Department	Head	Depa	rtment Name:	Commissioner's Office		
_	County Mai	nager		Other agen	cy review:		
		[] []	Approved v	with Modifications			