



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

7/2/2024 10:00 AM

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

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

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

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

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

JAY CARMONA
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

CLAY MITCHELL
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

JIM HINDLE
CLERK-TREASURER

Members of the Board of County Commissioners also serve as the Board of Fire Commissioners for the Storey County Fire Protection District, Storey County Brothel License Board, Storey County Water and Sewer System Board, Storey County Highway Board and the Storey County Liquor and Licensing Board and during this meeting may convene as any of those boards as indicated on this or a separately posted agenda. All matters listed under the consent agenda are considered routine and may be acted upon by the Board of County Commissioners with one action, and without an extensive hearing. Any member of the Board or any citizen may request that an item be taken from

the consent agenda, discussed, and acted upon separately during this meeting. Pursuant to NRS 241.020 (2)(d)(6) Items on the agenda may be taken out of order, the public body may combine two or more agenda items for consideration, and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. The Commission Chair reserves the right to limit the time allotted for each individual to speak. Public comment is limited to 3 minutes.

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

1. CALL TO ORDER CLOSED SESSION MEETING COMMENCING AT 9:00 A.M.

Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Firefighters' Association IAFF Local 4227. This closed session meeting is scheduled to commence at 9:00 AM, immediately before the regular commission meeting.

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

3. CONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS

4. PLEDGE OF ALLEGIANCE

5. PUBLIC COMMENT (No Action)

6. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of the agenda for the July 2, 2024, meeting.

7. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of the minutes from the April 2nd, 2024, meeting.

8. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of the minutes from the April 16, 2024, meeting.

9. CONSENT AGENDA FOR POSSIBLE ACTION:

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

- A. Americom Technology LLC - Contractor / 5305 W. 2400 S. England Ct. ~ West Valley City, UT
- B. K7 Construction Inc. - Contractor / 5985 Home Gardens Dr. Unit D ~ Reno, NV
- C. LC Paint, Drywall & Carpentry - Contractor / 573 E. Second St. ~ Reno, NV

- D. NRD Nevada Roofing Division LLC – Contractor / 1277 W. 7th St. Ste. 9 ~ Reno, NV
- E. Outpost Coffee – General / 5 N. C St. ~ Virginia City, NV
- F. Pinyon Farm & Nursery LLC – Home Based / 2431 Grizzley Rd. ~ Reno, NV
- G. Plumbing NV LLC – Contractor / 1125 Broadview Ct. ~ Reno, NV
- H. Pulido & Sons Construction – Contractor / 2575 Muddy Rd. ~ Winnemucca, NV
- I. Rainbow Sounds USA – Out of County / 5421 Kietzke Ln. Ste 100 ~ Reno, NV
- J. Stericycle Inc. – General / 1655 Milan ~ McCarran, NV
- K. Terracon Consultants Inc. – Professional / 16841 S. Ridgeview Rd. ~ Olathe, KS
- L. Tesla Inc. – General / 450 Pittsburgh ~ McCarran, NV
- M. Trojan Wall Products – Contractor / 2219 Grand Ave. ~ Sacramento, CA

II Approval of claims in the amount of \$850,726.59.

III For consideration and possible approval, licensing board first reading, General Business License-Pope Technologies LLC, 5661 S. Cameron Road, Las Vegas, NV 89118.

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

Consideration and possible approval of Resolution No. 24-732 recognizing and commending a Storey County employee who has served 10 years of service to the county.

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

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

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

Consideration and possible approval authorizing the County Manager to sign and approve a contract between Storey County and Silver State Government Relations for lobbying and government affairs services during the Nevada legislative interim and general sessions, effective July 1, 2024, through June 30, 2025, for \$6,500 per month.

14. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of Resolution No. 24-739, a resolution setting the grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2024-25 fiscal year and to supersede prior year actions by resolution for appointed Storey County employees with the allocation of the Kitchen Aide to Grade 110, Intermittent Part-Time Homemaker to Grade 110, Intermittent Part-Time Transportation Driver to Grade 110, and change the Program Coordinator from intermittent part-time to a full-time position allocated to Grade 113.

15. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of the Statement of Work and Managed Services Agreement between Storey County and Navient for the provision of Hyland Onbase services for a term of twelve (12) months not to exceed \$90,000.

16. DISCUSSION/FOR POSSIBLE ACTION:

Approval of the final draft of the Integrated Source Water Protection Plan (ISWPP). ISWPP is a comprehensive, voluntary approach designed to help local governments and communities develop and implement a plan that protects their drinking water supplies with an emphasis on groundwater resources. See Final Draft ISWPP Plan on the county website. Go to <https://www.storeycounty.org/517/Planning-Updates> then see Integrated Source Water Protection Plan under the Planning Updates list.

17. DISCUSSION/FOR POSSIBLE ACTION:

ROW Abandonment (File 2024-022). A request to abandon a portion of F Street and G Street rights-of-way located between Mill Street and Carson Street within the Miner's Park property in Virginia City, Storey County, Nevada. The rights-of-way to be abandoned will be consolidated into the adjacent parcels of land owned by Storey County and become one parcel. The rights-of-way to be abandoned are contained within APN 001-156-02, Virginia City, Storey County, NV.

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

19. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of modifications to the collective bargaining agreement between the Storey County Fire Protection District (Employer) and Storey County Fire Fighters' Association Local 4227 (Union).

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

Consideration and possible approval of Resolution No. 24-722, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 474.470 for appointed and non-represented Storey County Fire Protection District employees for the 2024-25 fiscal year and superseding prior year action by resolution for appointed Storey County Fire Protection District employees with the adjustments of removing the Wildland grant-funded positions and adjusting the salary schedule to seven steps.

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

Consideration and possible approval of Resolution No: 24-731, annually updating mitigation rates for the deployment of emergency and non-emergency services by the Storey County Fire Protection District for incidents outside of Storey County, large-scale hazardous materials incidents, motor vehicle accidents, and negligent or criminal fires.

22. **RECESS TO CONVENE AS THE STOREY COUNTY HIGHWAY BOARD**

23. **DISCUSSION ONLY/NO POSSIBLE ACTION:**

Report of Public Works Department regarding roads and highways throughout Storey County.

24. **RECESS TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS**

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

Possible grant of easement to NV Energy for utilities within a portion of parcel number 001-135-06 (a county-owned parcel) in Virginia City, as described in the attached Request for Grant of Easement provided by NV Energy. This easement is part of the Fairgrounds Improvement Project to provide electrical power to the Fairgrounds.

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

Possible acceptance of bid and award of contract for the construction of the Lockwood Senior Center Project in Lockwood Nevada to K7 Construction in an amount not to exceed \$5,316,586.00 and to authorize the County Manager to sign the contract for construction.

27. DISCUSSION/FOR POSSIBLE ACTION:

First reading of Bill No. 142, Ordinance No. 24-330, amending Storey County Code Title 8 - Health and Safety, Chapter 8.01 Nuisances to allow appeals of a final decision of the hearing officer to proceed under a process for Judicial Review in district court after the final Hearing Officer decision.

28. DISCUSSION/FOR POSSIBLE ACTION:

First reading of Bill No. 143, Ordinance No. 24-331, amending Storey County Code Title 15 - BUILDINGS AND CONSTRUCTION to more efficiently hear and decide appeals of orders, decisions, or determinations made by the building official or determinations made by the fire marshal about the International Fire Code, the Wildland Urban Interface code or any amendments by adding an option for appeals to be heard by Hearing Officers in situations where the full Board of Appeals is not seated and by adding a process for Judicial Review after the Board of Appeals/Hearing Officer decision.

29. DISCUSSION/FOR POSSIBLE ACTION:

For consideration and possible approval of business license second readings:
A. Tellworks Communication LLC - General / 75 Pittsburgh ~ Sparks, NV

30. PUBLIC COMMENT (No Action)

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

NOTICE:

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

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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.

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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, Drema Smith, Administrative Assistant to Storey County, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before 6/27/2024; Storey County Courthouse located at 26 S B St, Virginia City, NV, the Virginia City Fire Department located at 145 N C St, Virginia City, NV, the Virginia City Highlands Fire Department located at 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV.

This agenda was also posted to the Nevada State website at <https://notice.nv.gov/> and to the Storey County website at:

https://www.storeycounty.org/government/departments/clerk/agendas__minutes/board_of_commissioners.php

By *Drema Smith*
Drema Smith
Administrative Assistant II



Board of Storey County Fire Commissioners Agenda Action Report

Meeting date: 7/2/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 30 mins

Agenda Item Type: Discussion/Possible Action

- **Title:** Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Firefighters' Association IAFF Local 4227. This closed session meeting is scheduled to commence at 9:00 AM, immediately before the regular commission meeting.
- **Recommended motion:** No action.
- **Prepared by:** Brandie Lopez

Department: HR

Contact Number: 775-847-0968

- **Staff Summary:** Pursuant to NRS 288 and the existing bargaining agreements between the Storey County Firefighters' Association and the Storey County Fire Protection District and Storey County are proposed to be modified pursuant to tentatively agreed successor agreements.
- **Supporting Materials:** No Attachments
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Board of Storey County Commissioners Agenda Action Report

Meeting date: 7/2/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 1 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the agenda for the July 2, 2024, meeting.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** Drema Smith

Department: Commissioners

Contact Number: 7758158601

- **Staff Summary:** See attached.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Board of Storey County Commissioners Agenda Action Report

Meeting date: 7/2/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the minutes from the April 2nd, 2024, meeting.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** Jim Hindle

Department: Clerk/Treasurer

Contact Number: 7758470969

- **Staff Summary:** See attached
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** none
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

4/2/2024 10:00 AM
26 SOUTH B STREET, VIRGINIA CITY, NV

MEETING MINUTES

JAY CARMONA
CHAIRMAN

CLAY MITCHELL
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

ANNE LANGER
DISTRICT ATTORNEY

JIM HINDLE
CLERK & TREASURER

Roll Call

√ Commission Chairman Jay Carmona, √ Commission Vice-Chair Clay Mitchell,
√ Commissioner Lance Gilman, √ District Attorney Anne Langer, √ Clerk & Treasurer Jim Hindle,
√ County Manager Austin Osborne, √ Deputy District Attorney Brian Brown

☐ Assessor Jana Seddon
√ Justice of the Peace Eileen Herrington
√ Recorder Dru McPherson
√ Sheriff Mike Cullen
√ County Administrative Officer Honey Coughlin
√ Fire Chief Jeremy Loncar
√ Comptroller Jennifer McCain
√ Business Development Manager Lara Mather
√ Community Development Director Pete Renaud
√ Emergency Management Director Adam Wilson
√ Grants Manager Sara Sturtz

√ Human Resources Director Brandie Lopez
√ IT Director James Deane
√ Planning Manager Kathy Canfield
√ Public Works Director Jason Wierzbicki
√ Operations and Project Manager Mike Northan
√ Senior Center Director Stacy York
☐ Tourism Director Todd Tuttle
Other:
√ Community Chest Executive Director Erik Schoen
√ St. Mary's Art Center Executive Director Arika Perry

Total Attendance: 62

In-Person: 30

Zoom: 32

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

Commissioner Carmona called the meeting to order at 10:03 a.m.

2. CONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT (No Action): Gary Schmidt said he was known as the Trumpmobile, but has extensive experience in business and tourism and is an expert on the Open Meeting Law. He does not want to request public records in writing, and cited a law he said that shows oral requests are permitted, and that public records should be supplied as expediently as possible. He added that the District Attorney's Office should be monitoring the Legislature and advising the county when laws change, to which he cited an example of obsolete fees per revised NRS on posted department fee schedules.

5. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the agenda for the April 2, 2024, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve today's agenda as presented. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

6. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the minutes from the February 20, 2024, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the minutes for our Feb. 20, 2024, meeting as presented. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

7. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the minutes from the March 5, 2024, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the minutes for our March 5, 2024, meeting as presented. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

8. CONSENT AGENDA FOR POSSIBLE ACTION:

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

- A. Bab Cafe – Out of County / 303 W. 3rd St. Ste. 130 ~ Reno, NV
- B. HITT Contracting Inc. – Contractor / 2900 Fairview Park Dr. ~ Falls Church, VA
- C. JCCORD LLC – Contractor / 261 Sunpac Ave. ~ Henderson, NV
- D. Miller Concrete LLC – Contractor / 9215 Moonset Ct. ~ Reno, NV

E. OneStudio D+A – Professional / 6151 Lakeside Dr. Ste 1100 ~ Reno, NV
F. Silver Strike Concrete – Out of County / 3401 Fitzgerald Rd. ~ Rancho Cordova, CA

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve today's Consent agenda as presented.

Seconded by: Lance Gilman. **Vote:** Motion passed unanimously.

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

Fire District

- Dozer 74 is still outside Amarillo, TX, where the weather is expected to change, but the dozer won't be back until the 15th.
- Open burning is closed in Mark Twain and River District.

Public Works, Operations and Projects

- Taylor Street is nearing completion.
- The Department is working on right-of-way abandonments in the Fairgrounds Improvement Project.
- April 8 is the final review for the Lockwood Community/Senior Center project. Bid advertisements could start at the end of next week.

Business Development Office

- The 2025 federal appropriations request has been formally submitted: included are the Divide Water Main Project, an Emergency Command Center, Piper's Opera House, and Lockwood Flood Mitigation
- Every department head has assisted with the federal appropriations projects plans.

Emergency Management

- Last week the county and school district had tabletop exercise on active shooters. There will be a report to establish parameters for a real drill.
- Wednesday at 10 a.m. the local emergency planning commission meeting.

VCTC

- The next Mix and Mingle is Tuesday, April 9 at 6 p.m.
- The April 13 Father-Daughter event is sold out.
- The Virginia City Grand Prix will be April 27-28.
- Reno-Tahoe Comedy returns on April 27.

Human Resources

- Annual Healthcare Benefits Open Enrollment for county workers will be April 3-11. The county is changing insurance carriers this year.

Community Development

- Union Street is closed from B to C, due to an unsafe building on the southwest corner. If the closure lasts longer than 60 days, a more ornamental fence will be installed.

Senior Services

- A new agreement with Nevada Health Centers will provide a mobile medical unit to serve Mark Twain and Lockwood. It will be in Lockwood on April 9 and 23 from 9:30 a.m. to 3:30 p.m., and in Mark Twain on April 16 and May 3 from 9:30 a.m. to 3:30 p.m.
- There will be a town hall in Lockwood at 5:30 p.m. at the community center.

County Manager

- The county sought bids on providing employee health insurance, and received three different bids. To create balance between costs and benefits, Anthem was the chosen bid, at an 8 percent increase – a 2 percent decrease if dental is included. The others were increases of at least 15 percent.

Clerk/Treasurer

- Election analyst Mark Allen was welcomed.
- Sample ballots will go out at the end of the month as well as ballots to Military/Overseas/Out-of-State voters.
- The Office is looking for more monitors to use in the Courtroom during meetings. There are limitations as the Courtroom is controlled by the First Judicial Court and is a historic space.

Community Chest

- Director Erik Schoen encouraged parents to reach out early for summer programs to ensure there is space. There are 30 Early Childhood Program spaces.
- The Community Chest took over the building next to the pink house and are doing dirt work. We hope to double the space by the end of the summer.
- County staff, in particular the road crews and IT were shown appreciation for their good work. Also, Donnie Gilman provided considerable after-school program contributions for Hillside Elementary.

St. Mary's Art Center

- Thanked everyone who participated in the “snowy” Easter Egg Hunt. Boy Scouts Troop 847 stuffed 1000 eggs for the hunt. Public Works cleared the area of snow, and the Fire Department, Sheriff's Office and volunteers made it a very successful event.
- The Center opened for the season on April 3, and will be open Tuesdays through Sundays.
- There are two new programs, Art after Dark, one Friday night per month, and Art Lab, with self-guided art stations.

- A scout with Troop 847 is creating a QR code tour of the Center and adding to it a tour in Spanish option.
- Visit the Art Center's web site for more and current information.

10. BOARD COMMENT (No Action - No Public Comment)

Commissioner Mitchell said he and staff members attended the Western Nevada Development District summit in Fallon and gained good information and insight.

11. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval to direct county staff to begin researching the process of subdividing the county-owned land adjacent to Miner's Park which is occupied by the Virginia City Community Center operated by Community Chest, Inc. and located at 175 Carson Street, Virginia City, Nevada, and for potential future transfer of ownership of said property to the Community Chest.

Business Development Officer Lara Mather said that Community Chest leases the property, which is part of the Miner's Park property. Because of this, private foundation donations to Community Chest are restricted. This item will fix that problem.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve directing county staff to begin researching the process of subdividing the county-owned land adjacent to Miner's Park which is occupied by the Virginia City Community Center operated by Community Chest, Inc. and located at 175 Carson Street, Virginia City, Nevada, and for potential future transfer of ownership of said property to the Community Chest, Inc. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

12. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of an expenditure not to exceed \$10,400 to the Nevada Division of Water Resources for the assessed value of taxable property situated within the confines of the Groundwater Basin located in Storey County for FY2024/25 pursuant to NRS 534.040.

Administrative Officer Honey Coughlin said that if the assessment is less than the cost of collection, county can pay the cost of assessment, which has been done in the past.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve an expenditure not to exceed \$10,400 to the Nevada Division of Water Resources for the assessed value of taxable property situated within the confines of the Groundwater Basin located in Storey County for FY2024/25 pursuant to NRS 534.040. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 13. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval to remove the 2022-23 & 2023-24 Personal Property unpaid tax bills for MH001114 in the amount of \$24.50. This Mobile Home burned in 2019 and the Assessor's office was not notified. This structure is unlivable/unrepairable.

County Manager Austin Osborne asked the commissioners to continue to the April 16 meeting.

Public Comment: Gary Schmidt said he supports this rebate but noted that he doesn't know if the mobile home has been removed or not, but a burned-out structure could cause problems for real property owners. He said the real property should then be re-evaluated.

Motion: I, Commissioner Mitchell, move to continue Item #13 from today's agenda to our next regularly scheduled meeting on April 16, here at the courthouse and on Zoom.

Seconded by: Lance Gilman. **Vote:** Motion passed unanimously.

- 14. DISCUSSION/FOR POSSIBLE ACTION:** File 2024-002 Division of Large Parcels map.

The applicant is requesting a Division of Land into Large Parcels. Two existing large parcels of land with a total of approximately 1,530 acres will be merged and subdivided into seven new large parcels, all over 40 acres in size. The subject property is located west of USA Parkway at the Storey/Lyon County boundary, having Assessor's Parcel Numbers 004-171-20 and 004-181-10, Storey County, Nevada. Findings can be found on Page 39 of the Board of Commissioners packet on the Storey County website under Agenda/Board of Commissioners.

Planning Manager Kathy Canfield said this is a division of large parcels. All the new parcels will be over 40 acres. This was rezoned from forestry to heavy industry. The roads are being altered so all parcels have access to the USA Parkway. This is part of the Tahoe Regional Industrial Center's General Improvement District, but not the park itself. Staff is requesting a waiver of tentative map requirements. Staff is comfortable with waiving that.

Commissioner Gilman supported this item.

Public Comment: None

Motion: In accordance with the recommendation by the Planning Commission and staff, the Findings under section 3.A of the Staff Report, and in compliance with all Conditions of Approval, I, Commissioner Mitchell, hereby move to waive the requirement for a Tentative Map and approve the Division of Land into Large Parcels, File 2024-002. Two existing large parcels of land with a total of approximately 1,530 acres will be merged and subdivided into seven new large parcels, all over 40 acres in size. The subject property is located west of USA Parkway at the Storey/Lyon County boundary, having Assessor's Parcel Numbers 004-171-20 and 004-181-10, Storey County, Nevada. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

15. DISCUSSION/FOR POSSIBLE ACTION: Special Use Permit 2024-004. The applicant requests additional building height beyond the 75-feet allowed by the applicable zoning ordinance. The applicant anticipates the maximum proposed building height to be approximately 105- feet to accommodate manufacturing equipment. This Special Use Permit request is for a maximum height of 115-feet to allow for a buffer as final equipment and building design have not yet been completed. The property is located within the Tahoe Reno Industrial Center, at 875 Innovation Way, McCarran, Storey County, NV, Assessor's Parcel Number 005-012-08.

Ms. Canfield said this is a request for additional height of a building, and staff added 10 additional feet to provide room, as a design is not completed. The area has had similar heights approved. Findings can be found on Page 49 of the Board of Commissioners packet on the Storey County website under Agenda/Board of Commissioners.

In response to a question from Commissioner Mitchell, Fire Chief Jeremy Loncar said that discussions with the developer indicate a need to ensure the ladder truck is sufficient, but without designs, he can only watch how the development works out. He said there were provisions put in for fire services. He referred the commissioner to the Planning Commission about what mechanisms were in place.

Ms. Canfield said that construction plans will be submitted to other departments and will ensure plans will be conditioned. The department has conditions with the fire district, which will go to both the Planning Department and the Fire District.

Public Comment: None

Motion: In accordance with the recommendation by the Planning Commission and staff, the Findings of Fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I, Commissioner Mitchell, move to approve Special Use Permit 2024-004 for additional building height beyond the 75-feet allowed by the applicable zoning ordinance. The applicant anticipates the maximum proposed building height to be approximately 105-feet to accommodate manufacturing equipment. This Special Use Permit request is for a maximum height of 115-feet to allow for a buffer as final equipment and building design have not yet been completed. The property is located within the Tahoe Reno Industrial Center, at 875 Innovation Way, McCarran, Storey County, NV, Assessor's Parcel Number 005-012-08.

Seconded by: Lance Gilman. **Vote:** Motion passed unanimously.

16. RECESS TO CONVENE AS THE STOREY COUNTY HIGHWAY BOARD

17. DISCUSSION/FOR POSSIBLE ACTION: Report of Public Works Department regarding roads and highways in Storey County.

Public Works Director Jason Wierzbicki said the department is close to completing the road Capital Improvement Projects, and bid openings were planned for Lousetown Road.

Public Comment: Gary Schmidt said this item was a failure to comply with open meeting law, as it was not presented as a meeting of a separate board. He said it was not properly agendized or noticed as is required by state law. He said he anticipated three other public meetings were not properly posted including not providing for general public comment portions. He said NRS provides that any official duly warned, and found in violation of the Open Meeting Law, would automatically be removed from office as a matter of law. He said this commission and this county, which is generally well-run, is not in compliance with open meeting law and the public records law.

18. RECESS TO CONVENE AS THE STOREY COUNTY LIQUOR LICENSING BOARD

19. DISCUSSION/FOR POSSIBLE ACTION: For consideration and possible approval of the First Reading On-Sale/Off-Sale Liquor License. The applicant is Arturo Valadez, Bonanza Cantina located at 27 North C Street, Virginia City, Nevada.

Deputy Frank Valdez, said that after completing the background investigations, the applicant is in good standing with no legal or civil issues found. As to financials, one account was charged off, but there was no record of collections or garnishments.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the First Reading On-Sale/Off-Sale Liquor License. The applicant is Arturo Valadez, Bonanza Cantina located at 27 North C Street, Virginia City, Nevada. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

20. DISCUSSION/FOR POSSIBLE ACTION: For consideration and possible approval of the Second Reading for On-Sale/Off-Sale Liquor License. The applicant is Mitanshu Chandna, VC Mart Gas, Liquor & Grocery located at 351 North C Street, Virginia City, NV 89440.

Deputy Valdez said that after background check, applicant is in good standing with no financial, civil or legal issues found.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the Second Reading On-Sale/Off-Sale Liquor License. The applicant is Mitanshu Chandna, VC Mart Gas, Liquor & Grocery

located at 351 North C Street, Virginia City, NV 89440. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

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

22. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of a change to the Fire District non-represented pay chart to compress the steps from 10 to 7.

Fire Chief Jeremy Loncar said the department came up with a seven-step program to help in recruitment and retention of non-represented staff, and there would be no impacts to the budget. He said non-represented staff comprised about 1/3 of the Department.

Public Comment: None

Motion: I, Fire Commissioner Mitchell, hereby motion to approve the Fire District to compress the steps in their non-represented pay chart to 7, effective the first full pay period in July. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

23. DISCUSSION/FOR POSSIBLE ACTION: Review and possible approval of the 2024-2025 Storey County Fire District Tentative Budgets for submission to the Nevada Department of Taxation.

Comptroller Jennifer McCain said this is the tentative budget and, the final version is due to Taxation on April 15. There are a few accounts staff is still working on, including interest income, unsecured personal property tax and SAFER grants. There is \$144,000 extra in revenue. The ending fund balance with transfers in and out, and the contingency show a decrease of about 68 percent, with an ending fund balance of \$6.2 million. Transfers to other funds will be about \$4,142,640, with most going to the Fire Capital Projects Fund for fire equipment and projects. The full budget is on page 74 of the Board of Commissioners packet.

Public Comment: None

Motion: I, Fire Commissioner Mitchell, approve the 2024-2025 Storey County Fire District Tentative Budgets for submission to the Nevada Department of Taxation. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

24. RECESS TO CONVENE AS THE STOREY COUNTY WATER AND SEWER BOARD

25. DISCUSSION/FOR POSSIBLE ACTION: Review and possible approval of the 2024-2025 Storey County Water and Sewer Tentative Budgets for submission to the Nevada Department of Taxation.

Ms. McCain said water and sewer are unique, as they are enterprise funds, which must be paid for by the users of the service. She said it was necessary to dip into the ending fund balances. Although both funds project positive ending fund balances, their revenues do not adequately cover operational costs and the bond payments. The Water fund ending fund balance is dropping \$134,000, but does include \$25,000 for water meters. She said it is not good to use the ending fund balances for daily operations. She added that there may be significant changes in the Final Budget.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the 2024-2025 Storey County Water and Sewer Tentative Budgets for submission to the Nevada Department of Taxation.

Seconded by: Lance Gilman. **Vote:** Motion passed unanimously.

26. RECESS TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS

27. DISCUSSION/FOR POSSIBLE ACTION: Review and possible approval of the 2024-2025 Storey County Tentative Budget for submission to the Nevada Department of Taxation.

Ms. McCain said General Fund revenues were about \$40 million, with some updates unsecured, such as personal property tax, interest income and utility income. The amounts were adjusted to match historical actuals. She said \$34 million was budgeted for expenses, with all departments seeing increases, plus a 15 percent increase for health insurance. She said the revenues are sufficient to cover those expenses. Increases include pay schedule and increased staff. Transfers to other funds are about \$15 million for projects for the county's Capital Improvements Plan. The projected ending fund balance for the General Fund is about \$16,800,000.

County Manager Austin Osborne discussed the professional service budget. With the Legislative climate, we engage lobbyists to protect our interests, plus we may need to retain special legal counsel to defend against bills with adverse effect on the county. The total of the money budgeted may not be spent. There is regional push for housing assessment necessary to address to potential legislation in the next session. Also branding, to attract companies, and to let other government entities around the state understand what we do. The services covered by this budgeted account include public relations, managing records, managing documents. It is possible that positions may not be filled. Due to demands being put on us by regional governments and agencies, staff will be expected to perform at a high level of service.

Sheriff Mike Cullen, Judge Eileen Herrington, District Attorney Anne Langer, IT Director James Deane described the reasons for the increases in their budgets. The Sheriff described his budget needs highlighting animal control, K9 program, search and rescue, ticket-writing

program, crime scene trailer, replacement of broken equipment, and evidence management. Sheriff Cullen listed items not covered by grants.

Ms. McCain said the TRIC Sheriff's substation was funded out of Capital Improvements and grants.

Justice Eileen Herrington said her budget increases were because of the traffic violation conversion required by the state.

Public Comment: Gary Schmidt expressed his strong support for the continued expansion of the fairgrounds and the senior and community centers.

Motion: I, Commissioner Mitchell, move to approve the 2024-2025 Storey County Tentative Budget for submission to the Nevada Department of Taxation. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 28. DISCUSSION/FOR POSSIBLE ACTION:** Discussion and possible action enabling staff to remove Taylor Street Repair Project, if necessary, from the FEMA disaster mitigation claims from the April 2023 disaster event due to potential delays caused by federal Section 106 compliance requirements and other relevant matters, which may lead to previously board-approved funds to not exceed \$220,000 to possibly be non-reimbursable. As a result, these funds would be paid from the existing Roads maintenance budget.

Public Comment: None

Motion: I, Commissioner Mitchell, move to enable staff to remove the Taylor Street Repair Project, if necessary, from the FEMA disaster mitigation claims from the April 2023 disaster event due to potential delays caused by federal Section 106 compliance requirements and other properly related matters, causing previously board-approved funds to not exceed \$220,000 to be non-reimbursable and instead paid out of already budgeted roads funds. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 29. DISCUSSION/FOR POSSIBLE ACTION:** For consideration and possible approval of business license second readings:

- A. 775 Electric LLC – Contractor / 130 Alamosa St. ~ Dayton, NV
- B. A Affordable Striping & Sealing – Contractor / 4440 E. Alexander Ste. A ~ Las Vegas, NV
- C. Criterion Construction LLC – Contractor / 2175 Lakeside Dr. ~ Reno, NV
- D. LeafFilter North, LLC – Contractor / 1595 Georgetown Rd ~ Hudson, OH
- E. Legion Solar Power LLC – Contractor / 2645 W. Cheyenne Ave ~ North Las Vegas, NV
- F. LTI Contracting – Contractor / 22631 N. 18th Ave. ~ Phoenix, AZ
- G. MMI Tank Inc. – Contractor / 3240 S. 37th Ave. ~ Phoenix, AZ
- H. Pavers by Porter – Contractor / 645 Tranquil Dr. ~ Sparks, NV
- I. Redline Technical Services LLC – Contractor / 5595 Tarzyn Rd. ~ Fallon, NV

J. Tahoe Mini Crane Service – Contractor / 213 W. Gardengate Way ~ Carson City, NV

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the second readings of business licenses listed under Item #29 as A-J. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

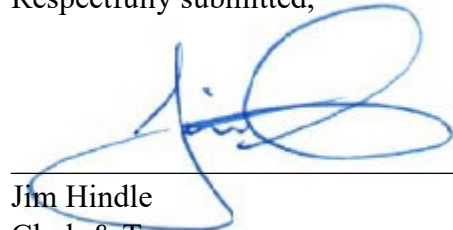
30. PUBLIC COMMENT (No Action): Gary Schmidt said Public Records fees must be posted and that a section of NRS was repealed over 5 years ago made fees on most offices Fee Schedules obsolete. He said it is the District Attorney's responsibility to inform the county manager and county commissioners of any changes. He was unhappy with the type size on the forms.

31. CORRESPONDENCE/NO ACTION: Letter to the GOED per direction of the Storey County Board of County Commissioners on 03/19/24.

Public Comment: None

32. ADJOURNMENT OF ALL ACTIVE AND RECESSED BOARDS ON THE AGENDA
Chairman Carmona adjourned the meeting at 1:00 pm.

Respectfully submitted,



Jim Hindle
Clerk & Treasurer



Board of Storey County Commissioners Agenda Action Report

Meeting date: 7/2/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the minutes from the April 16, 2024, meeting.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** Jim Hindle

Department: Clerk & Treasurer

Contact Number: 7758470969

- **Staff Summary:** See Attached.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** none
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

4/16/2024 10:00 AM
26 SOUTH B STREET, VIRGINIA CITY, NV

MEETING MINUTES

JAY CARMONA
CHAIRMAN

CLAY MITCHELL
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

ANNE LANGER
DISTRICT ATTORNEY

JIM HINDLE
CLERK & TREASURER

Roll Call

√ Commission Chairman Jay Carmona, √ Commission Vice-Chair Clay Mitchell,
√ Commissioner Lance Gilman, √ District Attorney Anne Langer, √ Clerk & Treasurer Jim Hindle,
√ County Manager Austin Osborne, □ Deputy District Attorney Brian Brown

√ Assessor Jana Seddon
□ Justice of the Peace Eileen Herrington
√ Recorder Dru McPherson
√ Sheriff Mike Cullen
√ County Administrative Officer Honey Coughlin
□ Fire Chief Jeremy Loncar
√ Comptroller Jennifer McCain
√ Business Development Manager Lara Mather
□ Community Development Director Pete Renaud
√ Emergency Management Director Adam Wilson
√ Grants Manager Sara Sturtz

□ Human Resources Director Brandie Lopez
√ IT Director James Deane
□ Planning Manager Kathy Canfield
√ Public Works Director Jason Wierzbicki
√ Operations and Project Manager Mike Northan
√ Senior Center Director Stacy York
√ Tourism Director Todd Tuttle
Other:
√ St. Mary's Art Center Executive Director & Chair –
VCTC Arika Perry

Total Attendance: 57

In-Person - 27

Zoom - 30

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

Commissioner Carmona called the meeting to order at 10:02 a.m.

2. CONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT (No Action): Gary Schmidt made comments on three pieces of legislation he is proposing regarding government transparency (attached). He criticized the county for violation of the open meeting laws and said officials could be fined or removed by the state if found in violation. If counsel advises officials to take an action in violation of the Open Meeting Law, counsel may be required to pay a fine.

5. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the agenda for the April 16, 2024, meeting.

County Manager Austin Osborne requested that Item #16 be moved to just after Item #8.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve today's agenda with the one noted change. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

6. CONSENT AGENDA FOR POSSIBLE ACTION:

I. Justice Court Quarterly Report to Commissioners.

II. Approval of claims in the amount of \$4,911,664.95.

III. For possible action, approval of business license first readings:

- A. High Impact Sign & Design – Contractor / 820 Wigwam Pkwy. Ste 100 ~ Henderson, NV
- B. Huston High Desert Excavation LLC – Contractor / 11140 Larson RD. ~ Reno, NV
- C. NJ Tool Sales LLC – Out of County / 1527 Riverpark Pkwy. ~ Dayton, NV
- D. TYG EXPRESS – Out of County / 1495 E. Prater Way Ste. 107 ~ Sparks, NV

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve today's Consent agenda as presented. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

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

Operations and Projects

- Mike Northan said that Taylor Street is open to vehicle traffic. He praised staff and contractors. The Federal Emergency Management Agency is still considering this project for reimbursement.
- Senior Services is focusing on their temporary location for the Lockwood Senior Center, in anticipation for work on the new Lockwood Community Center to begin. Staff is

looking at drawings and specifications, followed by design, permits and bidding. Lumos and Associates is going over the review of bidding requirements.

- Smaller projects the office is working on include the Community Development building, Mark Twain Community Center, the TRI Government building, and the VC Highlands Community Center.

Business Development Office

- Lara Mather went to Washington for the Reno/Sparks Chamber of Commerce DC Fly-in. Had one-on-one time with the senators and congressman. They talked about local and regional issues.

Planning Department

- County Manager Austin Osborne speaking for Planning Manager Kathy Canfield, said the Washoe-Storey Conservation District is holding a public workshop on April 25 at the Highlands Fire Station from 5:30 to 6:30 p.m. to discuss noxious weeds, stormwater management and other issues. Representatives from state agencies will be present. Mr. Osborne said he will make sure word gets out to Highlands' residents.

Community Development

- Mr. Osborne, speaking for Community Development Director Pete Renaud, said the department is updating the business license ordinance and working with all departments.

VCTC

- Todd Tuttle, Tourism Director, said the Father-Daughter Day and Dance was a huge success,
- The Grand Prix is April 27-28 with more than 800 entries. C street will be closed on Saturday and Sunday mornings from Sutton to Union for the start of the race before 10 a.m. and Union will be closed for the two days of the race. Residents should watch for motorcycles.
- Mark Twain Days, sponsored by Carson City will be held May 10-12, starting with a special train on Friday. There will be shuttles to participating venues.
- Chili on the Comstock will be May 18-19. C Street will be closed from Sutton to Taylor streets.

IT Department

- Director James Deane said he is working with CC Communications to implement the fiber optic project for Virginia City.

Assessor's Office

- Assessor Jana Seddon said at the end of April, the office will send out occupancy cards. Everyone needs to turn this in to get the 3 percent tax cap.

Senior Services

- Director Stacy York said that on April 18 a Town Hall meet and greet at will be at the Lockwood Center.
- Mobile medical services will be in Mark Twain at Lockwood.

Clerk-Treasurer's Office

- Jim Hindle said the office is preparing for the June 11 primary election, with early voting beginning May 25.
- Real Property courtesy letters for those in arrears on taxes have been sent out. From FY 21-22, the county had a 17 percent increase in delinquent parcels. This year, we see a 33 percent increase in delinquency.

8. BOARD COMMENT (No Action - No Public Comment)

Commissioner Mitchell said Panasonic cut the ribbon on new training facility. Vantage Data Centers did a groundbreaking for their facility.

16. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval to proclaim April 14, 2024, thru April 20, 2024, as National Public Safety Telecommunications Week.

Sheriff Mike Cullen said this was created in observance of dispatch operators. He read the proclamation.

Public Comment: None

Motion: I, Commissioner Mitchell, move to proclaim April 14, 2024, through April 20, 2024, as National Public Safety Telecommunications week in Storey County, NV. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

9. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval for First Reading of Bill No. 140 Ord No. 24-328 Zoning Code text amendments to amend the language of Storey County Code Title 17, Chapter 17.16 R1 Residential Zone, Sections 17.16.030 and 17.16.040; Chapter 17.20 R2 Multi-Family Residential Zone, Sections 17.20.025 and 17.20.070; Chapter 17.24 A Agricultural Zone, Section 17.24.025 and 17.24.070; Chapter 17.30 CR Commercial-Residential Zone, Section 17.30.030; Chapter 17.40 E Estate Zone, Sections 17.40.025 and 17.40.050; and 17.44 SPR Special Planning Review Zone, Section 17.44.030. The proposed amendments will allow 401 square-feet as the minimum area of a single-family dwelling with a special use permit in the above referenced zoning districts.

County Manager Austin Osborne speaking on behalf of Kathy Canfield, said she worked with the Building Department and came up with the ordinance amendment to allow for 401 square

feet or more single-family homes in all areas except the Virginia City Highlands. He said there was no opposition to this. This is at the request of Commissioner Mitchell.

Commissioner Mitchell said he would prefer not to have a Special Use Permit requirement, but could revisit it. Mr. Osborne said that this would not affect the historic downtown district, which does allow for smaller buildings. He said staff have worked with the Assessor's Office allowing for 12 feet on each side. Mr. Osborne read the title of the ordinance.

Public Comment: Gary Schmidt supported the action, but said it did not go far enough. He said 600 feet with an administrative permit would be appropriate. He said the minimum lot size should go down to 3,000 or less.

Motion: In accordance with the recommendation by the Planning Commission and staff, I Commissioner Mitchell, hereby move to approve the First Reading of Bill No. 140 Ord No. 24-328, an ordinance amending provisions of Storey County Code Title 17, Chapter 17.16 R1 Residential Zone, Sections 17.16.030 and 17.16.040; Chapter 17.20 R2 Multi-Family Residential Zone, Sections 17.20.025 and 17.20.070; Chapter 17.24 A Agricultural Zone, Section 17.24.025 and 17.24.070; Chapter 17.30 CR Commercial-Residential Zone, Section 17.30.030; Chapter 17.40 E Estate Zone, Sections 17.40.025 and 17.40.050; and 17.44 SPR Special Planning Review Zone, Section 17.44.030. The proposed amendments will allow 401 square-feet as the minimum area of a single-family dwelling with a special use permit in the above referenced zoning districts. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 10. DISCUSSION/FOR POSSIBLE ACTION:** Discussion and consideration for approval amendments to Sections 5.9F and 10.5, and Exhibits 1, 2A, and 2B adding and clarifying language related to resident solid waste self-haul and related fee schedules at the Virginia City Transfer Station, and Consumer Price Index (CPI) considerations in the Solid Waste Franchise Agreement between Storey County and Waste Management, Inc. (dba "Storey County Sanitation").

Mr. Osborne asked for this item to be continued until the end of the agenda so that Joe Sloan from Sloan Vasquez McAfee was available; he was expected to appear.

Public Comment: Gary Schmidt said he believed that garbage collection during special events should -have extended hours of the transfer station. He suggested an antique-style garbage truck come through town in the evenings after events.

Commissioner Carmona noted that there were four town hall meetings on this subject, and he didn't see many in attendance at any of the events.

Motion: I, Commissioner Mitchell, move to motion to continue this item to be heard after item #29 during today's meeting. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 11. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval for Special Use Permit (File 2024-007), to request additional building height beyond the 75-feet allowed by the applicable zoning ordinance. The applicant proposes the maximum building heights to be approximately 120-feet to accommodate anticipated three story buildings with needs for additional ceiling height for each story. This Special Use Permit request is for a maximum height of 125-feet to allow for a buffer as final equipment and building design have not yet been completed. This additional height will apply to the northern portion of the Switch Reno Citadel campus where several buildings may be constructed. The property is located within the Tahoe Reno Industrial Center, at 1 Superloop Circle and 3800 Peru Drive, McCarran, Storey County, NV, Assessor's Parcel Numbers 005-071-57, 005-081- 07 and 005-081-10.

Mr. Osborne said that Switch has equipment that needs to extend above the minimum height requirement on a portion of their land in TRIC. The Planning Commission supported the permit. There are conditions, from the fire district, and this is a 24-month permit. Mr. Osborne read the findings.

Public Comment: None

Motion: In accordance with the recommendation by the Planning Commission and staff, the Findings of Fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I Commissioner Mitchell, move to approve Special Use Permit 2024-007 for additional building height beyond the 75-feet allowed by the applicable zoning ordinance. The applicant proposes the maximum building heights to be approximately 120-feet to accommodate anticipated three story buildings with needs for additional ceiling height for each story. This Special Use Permit request is for a maximum height of 125-feet to allow for a buffer as final equipment and building design have not yet been completed. This additional height will apply to the northern portion of the Switch Reno Citadel campus where several buildings may be constructed. The property is located within the Tahoe Reno Industrial Center, at 1 Superloop Circle and 3800 Peru Drive, McCarran, Storey County, NV, Assessor's Parcel Numbers 005-071- 57, 005-081-07 and 005-081-10. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 12. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval for Special Use Permit (File 2024-011). The applicant is requesting to operate a home enterprise agricultural business that includes growing vegetables, microgreens, lavender and indigenous plants and trees. The planting will occur on the property and within a greenhouse on the residential parcel. The business will utilize water from a water tank with water brought to the

site for the proposed activity. The property is located at 2431 Grizzley Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-023-12.

Mr. Osborne said this is a small-scale agricultural home-based business. It will not use domestic well water for the business. No more than three vehicles per day or seven per week will visit the business. Mr. Osborne read the findings.

Public Comment: None

Motion: In accordance with the recommendation by the Planning Commission and staff, the findings of fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I Commissioner Mitchell, move to approve Special Use Permit (File 2024-011) to operate a home enterprise agricultural business that includes growing vegetables, microgreens, lavender and indigenous plants and trees. The planting will occur on the property and within a greenhouse on the residential parcel. The business will utilize water from a water tank with water brought to the site for the proposed activity. The property is located at 2431 Grizzley Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-023-12. Seconded by: Lance Gilman. Vote: Motion passed unanimously.

- 13. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval for ROW Abandonment (File 2024-006). The applicant is requesting to abandon a portion of Silver Street and "I" Street located within the fairground's property in Virginia City, Storey County, Nevada. Silver Street between platted "H" and "K" Streets and "I" Street between Page Street and approximately 541.54 feet north of Silver Street are proposed to be abandoned. The right-of-way to be abandoned will be consolidated into the adjacent parcels of land owned by Storey County and become one parcel. The right-of-way to be abandoned borders APNs 001-173-01, 001-135-06, 001-136-01 and 001-176-01. The abandonment is proposed to allow for improvements to occur at the fairgrounds site. With the existing rights-of-way and property lines, locating permanent structures within required setbacks and outside of rights-of-way is difficult. The abandonment will allow for more flexibility in siting improvements.

Mr. Osborne said this is a major road in the middle of the Fairgrounds property, being abandoned from the county to the county and will clean up this situation. Conditions on utility easements will not be affected and a survey must be completed in 12 months. Mr. Osborne read the findings.

Commissioners Gilman and Mitchell supported the action.

Public Comment: None

Motion: In accordance with the recommendation by the Planning Commission and staff, the Findings under section 3.A of the Staff Report, and in compliance with all Conditions of Approval, I, Commissioner Mitchell, hereby move to approve the abandonment of a portion of Silver Street and “I” Street located within the fairground’s property in Virginia City, Storey County, Nevada. Silver Street between platted “H” and “K” Streets and “I” Street between Page Street and approximately 541.54 feet north of Silver Street are proposed to be abandoned. The right-of-way to be abandoned will be consolidated into the adjacent parcels of land owned by Storey County and become one parcel. The right-of-way to be abandoned borders APNs 001-173-01, 001-135-06, 001-136-01 and 001-176-01. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 14. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval for Storey County to enter into a lease agreement with the Rainbow Bend Homeowners Association to lease the Rainbow Bend Clubhouse for \$500.00 a month, for a period of 12 to 18 months, starting May 1, 2024. The space is needed for the Lockwood Senior Community Center during construction of their new facility.

Senior Services Director Stacy York said this will allow senior services operators to run while the new senior center is being built. She does not anticipate costs to make the clubhouse ready,

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the lease agreement with the Rainbow Bend Homeowners Association to lease the Rainbow Bend Clubhouse for \$500.00 a month, for a period of 12 to 18 months, starting May 1, 2024. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 15. DISCUSSION ONLY/NO POSSIBLE ACTION:** Storey County FY25 Tentative to Final Budget update.

Comptroller Jennifer McCain said there were a few changes between the Tentative Budget and the Final Budget. Among those changes are:

- The cost of health insurance for employees will drop in cost from 15 percent to 10 percent, so every department will see a 5 percent decrease in their budget.
- There was an error of \$500 in the Commissioners training budget, as one person was left off the list.
- In the Administrative, a bill from the National Association of Employers sent a membership bill, so that budget went from \$1,000 to \$2,108.
- In Emergency Management, the department will change from CodeRed to another vendor at a cost of \$2,055.
- In the Road Department, we have begun to enter the projects in DOWL’s Road CIP. This increases the line item by \$2.9 million for a total of \$3.1 million. We are reducing the

Mark Twain Capitol Improvement Budget by \$500,000, Lockwood's by \$300,000, and TRIC by \$100,000. In cooperation with Public Works, the Comptroller's Office plans to create a general road management account with \$300,000. There will also be a possible rollover of the Lousetown project that will cause an increase of \$700. The road budget will be \$6.7 million, which will require a transfer from the General Fund.

- For the Capital Fund, we have moved the fiber coax from the General to the Computer Internet line-item account, a \$500,000 change. We have also added the Mark Twain network wiring to the same Computer Internet account, as well as finishing the security cameras countywide. Total cost of all for the Capital Fund is \$235,000.

Public Comment: None

17. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval to direct county staff to begin researching the process for possible implementation of the Commercial Property Assessed Clean Energy Program (C-PACE).

Business Development Officer Lara Mather said this program allows commercial property owners, including commercial residential property owners to obtain low-cost, long-term financing for energy efficiency, water conservation, and renewable energy projects. Additional time and resources will be needed to determine whether this program is or is not viable in Storey County. She said it is overseen by a third-party entity. A lien is placed on the property, not the person and is a state program. It is a priority lien. Other lien holders on a property would have to agree.

Ms. Mather said this can help with residential, such as apartments with 5 or more units. It can help with roofing and windows as well.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve directing county staff to begin researching the process for possible implementation of the Commercial Property Assessed Clean Energy Program (C-PACE). **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

18. DISCUSSION/FOR POSSIBLE ACTION: Consider and possibly accept apparent low bid from Sierra Nevada Construction, Inc. for the Lousetown Road Reconstruction project in an amount not to exceed the bid price of \$4,681,007.00. On April 4, 2024, DOWL held a bid opening for the Lousetown Road Reconstruction Project on behalf of Storey County, and Sierra Nevada Construction, Inc. is the apparent low bidder.

Public Works Director Jason Wierzbicki said six bids were received, with Spanish Springs Construction offering the highest bid at \$6,992,000 and Sierra Nevada Construction had the lowest bid at \$4,681,007. Staff recommended Sierra Nevada Construction's bid to be

approved. He said the bid was lower than anticipated and work should start in the next few weeks.

Comptroller McCain said that his project was allowed for in the Capital Improvement Fund, and there will be some transfers to make this happen,

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the bid from Sierra Nevada Construction in the amount of \$4,681,007.00 and to allow the Public Works Director to sign the contract for the Lousetown Road Reconstruction Project. **Seconded by:** Lance Gilman.

Vote: Motion passed unanimously.

19. RECESS TO CONVENE AS THE STOREY COUNTY LIQUOR LICENSING BOARD

- 20. DISCUSSION/FOR POSSIBLE ACTION:** For consideration and possible approval of the Second Reading On-Sale/Off-Sale Liquor License. The applicant is Arturo Valadez, Bonanza Cantina located at 27 North C Street, Virginia City, Nevada.

Deputy Frank Valdez said the only possible concern is a past financial issue, which was charged off by the creditor. No other issues of concern existed.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the Second Reading of the On-Sale/Off-Sale Liquor License. The applicant is Arturo Valadez, Bonanza Cantina, located at 27 North C Street, Virginia City, Nevada. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

21. RECESS TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS

- 22. DISCUSSION/FOR POSSIBLE ACTION:** Consideration to possibly approve a proposal from Headway Transportation for design of a traffic signal system for the intersection of Electric Avenue and Milan Drive in TRI for an amount not to exceed \$95,000.

Mike Northan, Operations and Projects Coordinator said proposals were submitted for design of the traffic signal system, and staff recommends the proposal from Headway Transportation.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the proposal from Headway Transportation for design of a traffic signal system for the intersection of Electric Avenue and Milan Drive in TRI for an amount not to exceed \$95,000 and to authorize the county manger to sign the proposal. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 23. DISCUSSION/FOR POSSIBLE ACTION:** Discussion and possible consideration approving the County Manager and/or Emergency Management Director signing the attached draft letter presented by the Nevada Association of Counties (NACO) for possible submittal to the Nevada Congressional Delegation supporting restoration of emergency management federal grants, and other properly related matters.

Director of Emergency Management Adam Wilson said FEMA had decreased emergency management grants by 10 percent. For FY2024. This reduces funding to 2007 levels. This letter requests additional funding for FY2025. Other counties have signed the letter.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the County Manager and/or Emergency Management Director signing the attached draft letter presented by the Nevada Association of Counties (NACO) for possible submittal to the Nevada Congressional Delegation supporting restoration of emergency management federal grants, and other properly related matters. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 24. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval to delete the 2022-23 and 2023-24 Personal Property unpaid tax bills for MH001114 in the amount of \$24.50. This Mobile Home burned in 2019 and the Assessor's Office was not notified, and we did not realize this was an unlivable/unrepairable structure until we started our delinquent notice postings. This item was continued from the April 2, 2024, board meeting.

Assessor Jana Seddon said this mobile home burned during difficulty with communications between departments on the fire. Only the mobile home burned, and the mobile is in probate as the owner has passed away. No reassessment of real property is necessary. The mobile home cannot be removed from the property until probate is completed.

Public Comment: Mr. Schmidt recommended that given the write-off of the Personal Property, the Assessor should reassess the property as he believes this probably decreases overall land value.

Motion: I, Commissioner Mitchell, move to approve deleting the 2022-23 and 2023-24 Personal Property unpaid tax bills for MH001114 in the amount of \$24.50. This Mobile Home burned in 2019 and the Assessor's Office was not notified, and we did not realize this was an unlivable/unrepairable structure until we started our delinquent notice postings. This

item was continued from the April 2, 2024, board meeting. **Seconded by:** Lance Gilman.
Vote: Motion passed unanimously.

- 25. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval of Corporation Quitclaim Deed from Con-Virginia Mining Company to Storey County for APN 001-311-06, a portion of U.S. Survey No. 119 for Piety Hill, as described in the enclosed exhibits hereto.

District Attorney Anne Langer said that Hugh Roy Marshall has agreed to deed the surface rights on his property to Storey County so that grants that were unobtainable because Storey County did not own the property with the stipulation that the 6.37 acres would only be used for nonprofit purposes. If the property is not used for nonprofit purposes, it will revert to the grantor. Rew Goodenow, representative of Con-Virginia Mining Co., said the property is near St. Mary's Art Center, and there will be adjustment in the tax rolls.

Business Development Officer Lara Mather said this opens historic preservation and future grant opportunities.

Arika Perry, director of St. Mary's Art Center expressed her thanks to all involved. She will include recognition for Hugh Roy Marshall in an upcoming exhibition.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the acceptance of Corporation Quitclaim Deed from Con-Virginia Mining Company to Storey County, State of Nevada, for APN 001-311-06, a portion of U.S. Survey No. 119 for Piety Hill, containing an area of 6.37 acres of land as described in the agenda title, staff summary and enclosed exhibits. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 26. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval of Quitclaim Deed to properly deed land acquired through the 2018 Storey County Federal Lands Act to private properties in the subject area of the Lands Act, as described in the enclosed exhibits hereto.

Mr. Osborne said that over the past 15 years we have worked with Congress to try to get 1,745 acres transferred from the federal government to Storey County ownership to get rid of clouded titles. About the early 1900s townsites were created over federal land without oversight, which was common in mining towns. We worked with Congress and the DA's Office and Recorder's Office to make this work. In 2023 we got AB143 passed. This affects about 600 residents and 200 businesses affected by this situation.

Ms. Langer said changing it from Storey County quitclaiming took a lot of implementation twists & turns. The existing 2003 law authorized the commission to accept the quitclaim

from the Bureau of Land Management, with 1,303 parcels affected. There will be a procedure to clear the titles

Recorder Dru McPherson said the recorder will record the two quitclaim deeds, within the Lands Bill boundaries, and a new transfer tax exemption for these properties means there will be no cost to the taxpayer. Once they are recorded, they will be available to title companies for title searches. Property owners enrolled in the fraud guard service will receive notice, then notice of conveyance as well as the property deed, all sent by certified mail. Each parcel will receive its own mailing. Deeds will be available to access online.

Ms. Langer said this was an amazing accomplishment for all involved. She said that if for some reason someone wanted to opt out, they could seek legal counsel and they could disclaim their interest.

Assessor Jana Seddon said her Office is including all the parcels and are updating addresses and ownership information. There will be no change of owners of record. She said no part of this will trigger a re-assessment and no change of value, but might change parcel size to define or split various parcels. She said that would be a legal issue, and residents would get their own attorney to show the federal government should have been paying taxes on the parcels,

Public Comment: Gary Schmidt said no one can be forced to accept a quitclaim deed. He thought the opt-out provision was a problem; people should opt-in. He expressed concern about mine shafts.

Motion: I, Commissioner Mitchell, move to approve the acceptance of Quitclaim Deed from Storey County, to “convey real property...acquired by the county directly from the Federal Government for the purpose of clearing title to the real property” to “the person or persons, as applicable, who have an interest in the real property,” through the 2018 Storey County Federal Lands Act in the subject area of the Lands Act, as described in the enclosed exhibits hereto. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 27. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval of first reading of Bill No. 141, Ordinance No. 24-329 amending Storey County Code Title 15 – BUILDINGS AND CONSTRUCTION, Chapter 15.08 Building Official, Section 15.08.060 Appeals from Decisions to more efficiently hear and decide appeals of orders, decisions, or determinations made by the building official or determinations made by the fire marshal about the International Fire Code, the Wildland Urban Interface code or any amendments by replacing the Board of Appeals with Hearing Officers.

Ms. Langer said this is to have an effective board of appeals, like nuisances, using qualified people to be judges who were not employed by the jurisdiction. We have some interest in

citizens being a part of it. These people will come before the BOC, and there will be some compensation for the judges. County Manager Austin Osborne read the title of the ordinance.

Commissioner Mitchell said this is needed. If an appeal is made, is the hearing officer's decision final or does it come to the BOC?

Ms. Langer said she would like to investigate that. She said it was an informal process, with competent citizens in the fields of construction and fire safety. The pro tem hearing officers must provide written findings. She said changes could be made between first and second readings.

Public Comment: Gary Schmidt said the item was important and was concerned about conflicts of interest related to the closeness of the pro tem hearing officers to the building department. He wanted the hearing officers to be elected positions.

Commissioner Mitchell said that with the small size of the county, connections could be unavoidable. Ms. Langer said she will address that. She believes what will happen is someone will file that with a court.

Motion: I, Commissioner Mitchell, move to approve the First Reading amending Storey County Code Title 15 - BUILDINGS AND CONSTRUCTION, Chapter 15.08 Building Official, Section 15.08.060 Appeals from Decisions to more efficiently hear and decide appeals of orders, decisions, or determinations made by the building official or determinations made by the fire marshal about the International Fire Code, the Wildland Urban Interface code or any amendments by replacing the Board of Appeals with Hearing Officers. I further move to correct the title to match the summary in the proposed ordinance, and to instruct staff to work with other county elected officials to explore process around further appeals beyond a hearing officer and what that procedure would be. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 28. DISCUSSION/FOR POSSIBLE ACTION:** Discussion and possible direction to county staff and consultant regarding the draft Storey County Strategic Plan. This information will be used to update the draft plan and bring it back to the board for consideration in May of 2024.

Linda Ritter of Linda Ritter Consulting said what this document does is align the actions of the county to what the county has chosen, then develop the strategy. Strategic plans were done at the department level. Then those goals were aligned with the county. Public input was received from all the communities. This plan is for a one-year period, because conditions change. Ms. Ritter went over the plan.

Mr. Osborne said changes were made to the formatting and what is the specific things we are going to do. An example was to provide broadband to the public. They will implement a MOU with CC Communications. Next year the plan is to build to another level.

Commissioner Mitchell said some of these tactics carry over more than one year. Mr. Osborne is that one of the objectives is to work on a three-year plan, but for now it is a one-year plan. Ms. Ritter said as the plans are refined, multi-year plans would be possible. Administrative Officer Honey Coughlin said that staff was working to coordinate the Capital Improvement Plan and the Strategic Plan, so with the plans working together it will be clear what years objectives will come into play.

Commissioner Mitchell said he was opposed to increasing water connection fees. If we must increase those fees, can we provide a grant program to offset the increases, so that the money still flows into the program, but the user does not see an increase. Mr. Osborne said that is up to the board. Ms. Coughlin asked: do you mean you want the county to look for grant funding? Commissioner Mitchell said yes, but he wanted to come up with an internal program, or seek new revenue, but a way to repurpose dollars that incentivize behavior that we are looking for, such as increasing housing stock. Can we avoid those increased fees by taking other county funding or outside funding to offset those increases. He said he prefers doing something internally, so we don't put the brakes on development. Ms. Coughlin said she had been working on federal grants, but the language is so specific it excludes what we can do. Mr. Osborne said this could be a very substantial fiscal event for us. Staff would like to see where this item would be in the strategic plan. Commissioner Mitchell said this was a new idea, and half-baked. He wanted an additive to offset the user, so the full brunt of those fees isn't borne by the people who want to build residences. Mr. Osborne said he would like to leave the item in there, but add alternative methods and come back with them at the next meeting. Ms. Ritter said any increase will still come back to the board. Public Works Director Jason Wierzbicki said the main reason behind the increase was to be more in line with surrounding areas. It doesn't cover parts cost, much less labor costs. Commissioner Mitchell said he understood that, but if we want to provide more housing in a fair and proper way, then it is something worth looking at. Mr. Osborne said because it is an enterprise fund, perhaps there is a strategic plan concept where we can supply grants or scholarships or some kind of subsidy to help certain types of housing such as affordable housing, workforce housing, if the housing meets certain criteria.

Public Comment: Gary Schmidt said for housing, de-regulate. Local businesses suffer from seasonality. De-regulate the lot size. Make it less economically burdensome. I support anything you can do to subsidize this for housing.

Commissioner Mitchell said lot size can be looked at. In supporting historic preservation, he wanted to look at the 501c3 aspect of Piper's Opera House. Mr. Osborne said that can be explored. Ms. Coughlin said that these items are on the CIP, and the tactics would be fine-tuned.

On supporting tourism development, Commissioner Mitchell asked about the possibility of a small convention center in town. Ms. Coughlin said that is farther down in the CIP. The staff is working on a five-year CIP. Mr. Osborne said we need to have collaboration with the VCTC.

Commissioner Mitchell asked for better organization of the website, with the hiring of a content manager. Mr. Osborne said it was in the plan.

Motion: I, Commissioner Mitchell, move to accept the proposed draft Storey County Strategic Plan with the following changes to take into account the discussion and comments that were made on the record today, and for the draft to be brought to the board at a future meeting for possible adoption. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

(Item 10 was delayed to this point.)

10. DISCUSSION/FOR POSSIBLE ACTION: Discussion and consideration for approval amendments to Sections 5.9F and 10.5, and Exhibits 1, 2A, and 2B adding and clarifying language related to resident solid waste self-haul and related fee schedules at the Virginia City Transfer Station, and Consumer Price Index (CPI) considerations in the Solid Waste Franchise Agreement between Storey County and Waste Management, Inc. (dba "Storey County Sanitation").

Mr. Osborne had asked for this item to be continued until the end of the agenda so that Joe Sloan from Sloan Vasquez McAfee was available; he was expected to appear.

Mr. Sloan said that Mr. Osborne noted that the operation of the transfer station merited some edits describing the responsibilities of the contractor. Waste Management agreed to the changes. Handling charges are 5 percent over 2023 rates.

Commissioner Mitchell asked about Sunday service at the transfer station. Mr. Sloan said he believed that Sunday service was incorporated. Mr. Osborne said the stipulation was that the transfer station would be open three days a week, with one of those days being either Saturday or Sunday. Mr. Osborne said there was Sunday collection on C Street.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the presented amendments to Sections 5.9F and 10.5, and Exhibits 1, 2A, and 2B adding and clarifying language related to resident solid waste self-haul and related fee schedules at the Virginia City Transfer Station, and Consumer Price Index (CPI) considerations in the Solid Waste Franchise Agreement between

Storey County and Waste Management, Inc. (dba "Storey County Sanitation). **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

29. DISCUSSION/FOR POSSIBLE ACTION: For consideration and possible approval of business license second readings:

- A. Bab Cafe – Out of County / 303 W. 3rd St. Ste. 130 ~ Reno, NV
- B. HITT Contracting Inc. – Contractor / 2900 Fairview Park Dr. ~ Falls Church, VA
- C. JCCORD LLC – Contractor / 261 Sunpac Ave. ~ Henderson, NV
- D. Miller Concrete LLC – Contractor / 9215 Moonset Ct. ~ Reno, NV
- E. OneStudio D+A – Professional / 6151 Lakeside Dr. Ste 1100 ~ Reno, NV
- F. Silver Strike Concrete – Out of County / 3401 Fitzgerald Rd. ~ Rancho Cordova, CA

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the second readings of business licenses listed under Item #29 listed as A through 5. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

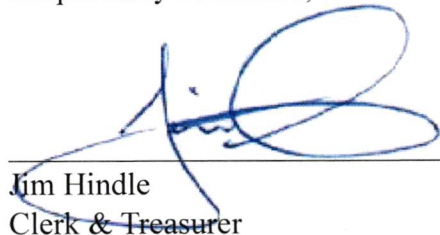
30. PUBLIC COMMENT (No Action): Gary Schmidt spoke again on lot size. He said that outside of A, B and C streets, other lots could be used for workforce housing. He also seeks moving to five county commissioners. He said three was too much of a concentration of power.

31. CORRESPONDENCE/NO ACTION: Correspondence.

32. ADJOURNMENT OF ALL ACTIVE AND RECESSED BOARDS ON THE AGENDA
Chairman Carmona adjourned the meeting at 1:38 p.m.

33. CLOSED SESSION: Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Sheriff's Office Employees' Association NAPSO Local 9110. This meeting will commence immediately following the regular commission meeting

Respectfully submitted,



Jim Hindle
Clerk & Treasurer

Appendix to the Minutes

Of April 16th, 2024

HANDOUTS IN THE MEETING

PROPOSED NEW LEGISLATION !

**by Storey County Committee for accountability in government
Gary Schmidt 775 622-4670 nobullschmidt@hotmail.com**

NRS 241.016 2 (a) shall be repealed !

NRS 241.016 2 (a) is the section/provision that exempts the Nevada State Legislature from the Open Meeting Law! Removing (repealing) this exemption would then require the Nevada State Legislature to comply with the Open Meeting law like any other Public Body !

Assembly Bill 496 from June of 2015 shall be repealed !

A section should be added to NRS 239 declaring that the Nevada State Legislators shall be fully subject to all the provisions of NRS 239, the Nevada Public Records Act !

AB 496 proposed by the Legislative Council Bureau in June of 2015 declared that the Nevada State Legislature was exempt from the Nevada Public Records Law ! When repealed along with a new section within the Nevada Public Records Act, NRS 239, that declaratively states that the Nevada State Legislators shall comply with the Public Records Law, NRS 239, it should be made absolutely clear that State Legislators are not above or over the people they just represent the people and they should be fully compliant with the Public Records Law and their activities including their communications related to legislative activities should be fully transparent !

Adopt new section i NRS 241 that states;

If a County or City Legal Counsel or private legal counsel that advises a Public Body advises them incorrectly in any manner involving the Open Meeting Law as evidenced by any finale ruling or order from the Nevada Judicial Court System then that legal counsel will be subject to the fines as provided for under NRS 241.040 4 for violations of the Open Meeting Law! Further, if any said legal counsel should be assessed said fines three times in any 5 year period said legal counsel whether elected or appointed shall be barred from representing or advising any Public Body in regards to any Open Meeting Law issues for a five year period from the date of the third fine !



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 7/2/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 0-5

Agenda Item Type: Consent Agenda

- **Title:** For possible action, approval of business license first readings:
- A. Americom Technology LLC – Contractor / 5305 W. 2400 S. England Ct. ~ West Valley City, UT
- B. K7 Construction Inc. – Contractor / 5985 Home Gardens Dr. Unit D ~ Reno, NV
- C. LC Paint, Drywall & Carpentry – Contractor / 573 E. Second St. ~ Reno, NV
- D. NRD Nevada Roofing Division LLC – Contractor / 1277 W. 7th St. Ste. 9 ~ Reno, NV
- E. Outpost Coffee – General / 5 N. C St. ~ Virginia City, NV
- F. Pinyon Farm & Nursery LLC – Home Based / 2431 Grizzley Rd. ~ Reno, NV
- G. Plumbing NV LLC – Contractor / 1125 Broadview Ct. ~ Reno, NV
- H. Pulido & Sons Construction – Contractor / 2575 Muddy Rd. ~ Winnemucca, NV
- I. Rainbow Sounds USA – Out of County / 5421 Kietzke Ln. Ste 100 ~ Reno, NV
- J. Stericycle Inc. – General / 1655 Milan ~ McCarran, NV
- K. Terracon Consultants Inc. – Professional / 16841 S. Ridgeview Rd. ~ Olathe, KS
- L. Tesla Inc. – General / 450 Pittsburgh ~ McCarran, NV
- M. Trojan Wall Products – Contractor / 2219 Grand Ave. ~ Sacramento, CA

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

- **Prepared by:** Ashley Mead

Department: Community Development

Contact Number: 775-847-0966

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

____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Storey County Community Development



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

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

To: Jim Hindle, Clerk's office
Austin Osborne, County Manager

June 10, 2024
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **June 18, 2024**

COMMISSIONERS Consent Agenda:

FIRST READINGS:

- A. Americom Technology LLC** – Contractor / 5305 W. 2400 S. England Ct. ~ West Valley City, UT
- B. K7 Construction Inc.** – Contractor / 5985 Home Gardens Dr. Unit D ~ Reno, NV
- C. LC Paint, Drywall & Carpentry** – Contractor / 573 E. Second St. ~ Reno, NV
- D. NRD Nevada Roofing Division LLC** – Contractor / 1277 W. 7th St. Ste. 9 ~ Reno, NV
- E. Outpost Coffee** – General / 5 N. C St. ~ Virginia City, NV
- F. Pinyon Farm & Nursery LLC** – Home Based / 2431 Grizzley Rd. ~ Reno, NV
- G. Plumbing NV LLC** – Contractor / 1125 Broadview Ct. ~ Reno, NV
- H. Pulido & Sons Construction** – Contractor / 2575 Muddy Rd. ~ Winnemucca, NV
- I. Rainbow Sounds USA** – Out of County / 5421 Kietzke Ln. Ste 100 ~ Reno, NV
- J. Stericycle Inc.** – General / 1655 Milan ~ McCarran, NV
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- L. Tesla Inc.** – General / 450 Pittsburgh ~ McCarran, NV
- M. Trojan Wall Products** – Contractor / 2219 Grand Ave. ~ Sacramento, CA

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Board of Storey County Commissioners Agenda Action Report

Meeting date: 7/2/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 0 min

Agenda Item Type: Consent Agenda

- **Title:** Approval of claims in the amount of \$850,726.59.
- **Recommended motion:** Approval of claims as submitted.
- **Prepared by:** Cory Y Wood

Department: Comptroller

Contact Number: 7758471133

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

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY

Payroll Check Register
Report Summary

Pay Period: 5/6/2024-5/19/2024

Packet: PRPKT02103 - 2024-05-24 Payroll kc
Payroll Set: Storey County - 01

Type	Count	Amount	
Regular Checks	5	3,214.60	GA
Manual Checks	0	0.00	
Reversals	0	0.00	
Voided Checks	0	0.00	DA
Direct Deposits	175	339,729.65	
Total	180	342,944.25	

* County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Kyle 20240522
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

Imc 6.3.24
Comptroller Date
Deputy 5/29/24
Treasurer Date



STOREY COUNTY

Payroll Check Register
Report Summary

Pay Period: 5/6/2024-5/19/2024

Packet: PRPKT02106 - 2024-05-24: FIRE- Payroll tp
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	3	2,147.19
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	52	162,872.41
Total	55	165,019.60

* County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Kya 20240522
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

CMC 6-3-24
Comptroller Date

Deputy 5/29/24
Treasurer Date



STOREY COUNTY

Check Register

Packet: APPKT06577 - 2024-05-24 PR Payment kc

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	PUBLIC EMPLOYEES RETIREMENT B	05/24/2024	EFT	0.00	137,387.55	10533
404869	SCSO EMPLOYEES ASSOCIATIO	05/24/2024	EFT	0.00	756.00	10534
404639	VOYA INSTITUTIONAL TRUST COMP.	05/24/2024	EFT	0.00	9,229.48	10535
300003	AFLAC	05/24/2024	Regular	0.00	1,698.25	114042
300008	AFSCME LOCAL4041	05/24/2024	Regular	0.00	616.25	114043
300001	COLONIAL LIFE & ACCIDENT INS CO	05/24/2024	Regular	0.00	103.38	114044
407117	COMMONWEALTH OF MASSACHUS	05/24/2024	Regular	0.00	1,500.00	114045
404704	DVM INSURANCE AGENCY	05/24/2024	Regular	0.00	46.54	114046
406598	MICHIGAN STATE DISBURSEMENT L	05/24/2024	Regular	0.00	393.79	114047
300011	NEVADA STATE TREASURER	05/24/2024	Regular	0.00	4.00	114048
406600	NORTHWEST FIRE FIGHTER BENEFIT	05/24/2024	Regular	0.00	2,350.44	114049
103233	PUBLIC EMPLY RETIREMENT SYSTEM	05/24/2024	Regular	0.00	406.17	114050
407110	ROCKY MOUNTAIN HOSPITAL AND I	05/24/2024	Regular	0.00	4,243.00	114051
300010	STATE COLLECTION & DISBURSEMEI	05/24/2024	Regular	0.00	1,124.44	114052
300006	STOREY CO FIRE FIGHTERS ASSOC	05/24/2024	Regular	0.00	1,450.00	114053
300005	WASHINGTON NATIONAL INS	05/24/2024	Regular	0.00	2,022.17	114054

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	23	13	0.00	15,958.43
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	8	3	0.00	147,373.03
	31	16	0.00	163,331.46

County Commissioners approval is reported in the

Board of County Commissioners Meeting Minutes

Kyle 20240522
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

Jim Mc 6.3.24
Comptroller Date
Debbie Jacobs Deputy 5/29/24
Treasurer Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	5/2024	163,331.46
			<u>163,331.46</u>



STOREY COUNTY

Check Register

Packet: APPKT06578 - 2024-05-24 PERS 715 kc

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	PUBLIC EMPLOYEES RETIREMENT B	05/24/2024	EFT	0.00	77,588.41	10536

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	2	1	0.00	77,588.41
	2	1	0.00	77,588.41

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Kyle 20240522
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

McD 6-3-24
Comptroller Date

Wally 5/24/24
Treasurer Deputy Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	5/2024	77,588.41
			<u>77,588.41</u>



STOREY COUNTY

Vendor History Report

By Vendor Name

Posting Date Range 05/24/2024 - 05/24/2024

Payment Date Range 05/24/2024 - 05/24/2024

Payable Number	Description	Units	Price	Post Date	1099 Account Number	Payment Number	Account Name	Amount	Shipping Dist Amount	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors													
404300 - INTERNAL REVENUE SERVICE													
INV0018889	Medicare	0.00	0.00	5/24/2024	001-29503-000	DFT0001827	Medicare	11,597.46	11,597.46	0.00	0.00	11,597.46	11,597.46
INV0018890	Social Security	0.00	0.00	5/24/2024	001-29505-000	DFT0001828	Social Security	1,477.40	1,477.40	0.00	0.00	1,477.40	1,477.40
INV0018891	Federal Income Tax w/held	0.00	0.00	5/24/2024	001-29501-000	DFT0001829	Federal w/holding	41,179.98	41,179.98	0.00	0.00	41,179.98	41,179.98
INV0018907	Medicare	0.00	0.00	5/24/2024	001-29503-000	DFT0001831	Medicare	5,764.08	5,764.08	0.00	0.00	5,764.08	5,764.08
INV0018908	Social Security	0.00	0.00	5/24/2024	001-29505-000	DFT0001832	Social Security	6.78	6.78	0.00	0.00	6.78	6.78
INV0018909	Federal Income Tax w/held	0.00	0.00	5/24/2024	001-29501-000	DFT0001833	Federal w/holding	23,817.70	23,817.70	0.00	0.00	23,817.70	23,817.70
Total 01 - Storey County Vendors:								83,843.40	0.00	0.00	0.00	83,843.40	83,843.40
Vendors: (1)								83,843.40	0.00	0.00	0.00	83,843.40	83,843.40
Report Total:								83,843.40	0.00	0.00	0.00	83,843.40	83,843.40

* County Commissioners approval is reported in the

Board of County Commissioners Meeting Minutes

Kyle 7.02.40522
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

cmc 6.3.24
Comptroller Date
Debra J. Smith 5/29/24
Treasurer Date



STOREY COUNTY

Vendor History Report
By Vendor Name

Posting Date Range 05/24/2024 - 05/24/2024

Payment Date Range 05/24/2024 - 05/24/2024

Payable Number	Description	Units	Price	Post Date	Amount	1099 Account Number	Payment Number	Account Name	Payment Date	Amount	Shipping Dist Amount	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors															
405424 - OPTUM BANK, MEMBER FDIC															
INV0018875	HSA Contributions	0.00	0.00	5/24/2024	14,942.10	001-29506-000	DFT0001825	Insurances	5/24/2024	17,999.47	0.00	0.00	0.00	17,999.47	17,999.47
						020-29506-000		Rds-Ins		14,942.10	0.00	0.00	0.00	14,942.10	14,942.10
						090-29506-000		Wtr-Ins		13,000.05					
						130-29506-000		Swr-Ins		1,100.07					
						230-29506-000		VCTC-Ins		251.00					
						231-29506-000		Pipers-Ins		240.98					
										235.00					
										115.00					
INV0018876	HSA Contributions	0.00	0.00	5/24/2024	179.37	001-29506-000	DFT0001826	Insurances	5/24/2024	179.37	0.00	0.00	0.00	179.37	179.37
										179.37					
INV0018899	HSA Contributions	0.00	0.00	5/24/2024	2,878.00	250-29506-000	DFT0001830	Fire-Ins	5/24/2024	2,878.00	0.00	0.00	0.00	2,878.00	2,878.00
						290-29506-000		Fire-Ins		2,760.75					
										117.25					
Total 01 - Storey County Vendors:										17,999.47	0.00	0.00	0.00	17,999.47	17,999.47
Vendors: (1)										17,999.47	0.00	0.00	0.00	17,999.47	17,999.47
Report Total:										17,999.47	0.00	0.00	0.00	17,999.47	17,999.47

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Processed & Submitted to Treasurer by Comptroller Admin 70240522 Date

Approved By:

[Signature] Comptroller Date 03.24
[Signature] Treasurer Date 5/29/24



Board of Storey County Commissioners Agenda Action Report

Meeting date: 7/2/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 Min

Agenda Item Type: Consent Agenda

- **Title:** For consideration and possible approval, licensing board first reading, General Business License-Pope Technologies LLC, 5661 S. Cameron Road, Las Vegas, NV 89118.
- **Recommended motion:** I (insert name) motion to approve the first reading, General Business License-Pope Technologies LLC, 5661 S. Cameron Road, Las Vegas, NV 89118.
- **Prepared by:** Dore Nevin

Department: Sheriff

Contact Number: 7758470959

- **Staff Summary:** First reading, General Business License-Pope Technologies LLC, 5661 S. Cameron Road, Las Vegas, NV 89118.
- **Supporting Materials:** No Attachments
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Board of Storey County Commissioners Agenda Action Report

Meeting date: 7/2/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 mins

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Resolution No. 24-732 recognizing and commending a Storey County employee who has served 10 years of service to the county.
- **Recommended motion:** I (commissioner) motion to approve Resolution No. 24-732 recognizing and commending a Storey County employee who has served 10 years of service to the county.
- **Prepared by:** Brandie Lopez

Department: HR

Contact Number: 775-847-0968

- **Staff Summary:** The proposed resolution recognizes and commends a Storey County employee who has served 10 years of service to Storey County. We appreciate and thank this employee for their service to the citizens, businesses, and stakeholders of the county.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** none
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

RESOLUTION NO. 24-732

**A RESOLUTION HONORING
10 YEARS OF SERVICE
TO STOREY COUNTY**

WHEREAS, the aforementioned member of the Storey County team has provided 10 years of service to the community of Storey County.

WHEREAS, the aforementioned is dedicated to his job and duties to the community of Storey County; and

WHEREAS, the aforementioned is gracious and giving of his time and expertise.

THEREFOR LET IT BE KNOWN to all that the Board of County Commissioners of Storey County do hereby commend and honor the aforementioned member of the Storey County team for dedication and service to the people of Storey County, Nevada this 18th day of June 2024.

PASSED and ADOPTED the 18th day of June 2024, by the following:

Jay Carmona
Chairman

Clay Mitchell
Vice-Chairman

Lance Gilman
Commissioner

Attested: _____
Alicia Duke, Deputy Clerk

THE FOLLOWING HAS SERVED 10 YEARS OF SERVICE:

Jim Hindle



Board of Storey County Commissioners Agenda Action Report

Meeting date: 7/2/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval authorizing the County Manager to sign and approve a contract between Storey County and Silver State Government Relations for lobbying and government affairs services during the Nevada legislative interim and general sessions, effective July 1, 2024, through June 30, 2025, for \$6,500 per month.
- **Recommended motion:** I (commissioner) motion to authorize the County Manager to sign and approve a contract between Storey County and Silver State Government Relations for lobbying and government affairs services during the Nevada legislative interim and general sessions, effective July 1, 2024, through June 30, 2025, for \$6,500 per month.
- **Prepared by:** Austin Osborne

Department: Commissioners

Contact Number: 775.847.0968

- **Staff Summary:** Silver State Government Relations (SSGR) has under a previous contract served on the Storey County government affairs team, providing direct lobbying services throughout the last several state legislative sessions as well as interim legislative periods. The firm has also facilitated engagements between Storey County officials and state legislators, county and city leaders, and other agents throughout Nevada and the region. These engagements have occurred regularly throughout each year providing direct access and strong representation with leaders influencing or making decisions affecting Storey County. These services will continue as such under the proposed successor agreement.
- Under the successor contract, SSGR will continue to represent the county protecting SB1 post-abatement property tax revenues and preserving the county's autonomy in business development, permitting, land use matters, master planning, and growth. The firm will also continue to represent the county on various legislative actions affecting transportation, housing, land use planning, broadband fiber infrastructure, and water resources, as well as other legislative bills potentially affecting the county. Under the proposed successor contract, the firm will expand its capacity assisting the county with water resource related matters including, but not limited to, the Marlette Water System.
- **Supporting Materials:** See Attachments

- **Fiscal Impact:** Yes
- **Legal review required:** TRUE

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Contract for Lobbyist Services
Between
Storey County
And
Silver State Government Relations

THIS AGREEMENT is entered into by and between Silver State Government Relations, 204 N. Minnesota Street Carson City NV 89703, legislative and government relations lobbyists, together with its successors and assigns, as an independent contractor, hereinafter referred to as “Contractor” and Storey County, PO Box 176 Virginia City NV 89440, hereinafter referred to as “ORGANIZATION.”

Whereas ORGANIZATION is authorized to enter into Contracts with Independent Contractors.

Whereas it is both necessary and in the best interests of ORGANIZATION to enter into the Contract.

Now therefore, in consideration of the aforesaid promises, the parties mutually agree as follows:

1. DEFINITIONS. “ORGANIZATION” means Storey County, Nevada, and is organized under the laws of the State of Nevada.
2. CONTRACT TERM. This contract shall be effective from July 1, 2024 through June 30, 2025, unless sooner terminated by either party as specified in paragraph eight (8).
3. NOTICE. All notices or other communications required or permitted to be given under the Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
4. INCORPORATED DOCUMENTS. The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:
 - a) ATTACHMENT A: Scope of Work

5. COMPENSATION. For services rendered, Contractor shall receive the following compensation:
- a) \$6,500 per month commencing July 1, 2024, through June 30, 2025, unless sooner terminated by either party as specified in paragraph eight (8).
 - b) If the parties agree to extend the contract related to additional work on the legislative matters at hand, contract term may be extended by mutual agreement with approval by the Board of Storey County Commissioners.
6. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
7. INSPECTION & AUDIT.
- a) Books and Records. Contractor agrees to keep and maintain true and complete records, contracts, books, and documents as are necessary to fully disclose to ORGANIZATION, or their authorized representatives, upon audit or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
 - b) Inspection and Audit. Contractor agrees that the relevant books, records (written, electronic, computer related, or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentations, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by an auditor.
8. CONTRACT TERMINATION.
- a) Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.
 - b) Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

- iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If ORGANIZATION materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform.
- c) Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph three (3), and the subsequent failure of the defaulting party within fifteen (15) calendar days or receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- d) Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by ORGANIZATION;
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by ORGANIZATION;
 - iv. Contractor shall preserve, protect and properly deliver into ORGANIZATION possession of all proprietary information.
9. ASSIGNMENT AND BINDING EFFECT. This Agreement shall be binding on and shall inure to the benefit of the respective successors and assigns to the Contractor and ORGANIZATION subject to the rights of the parties to terminate said Agreement as provided herein, but no assignment of this Agreement or any payments provided to be made hereunder shall be effective without written consent from the other parties.
10. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

11. **INDEPENDENT CONTRACTOR.** Contractor is associated with ORGANIZATION only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for ORGANIZATION whatsoever with respect to the indebtedness, liabilities, and obligations of Contract to any other party. Contractor shall be solely responsible for, and ORGANIZATION shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of ORGANIZATION; (4) participation or contributions by either Contractor or ORGANIZATION to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by ORGANIZATION. Contractor shall indemnify and hold ORGANIZATION harmless from, and defend ORGANIZATION against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of ORGANIZATION. ORGANIZATION and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.
12. **LIMITED LIABILITY.** The ORGANIZATION will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any ORGANIZATION breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
13. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the ORGANIZATION's right to participate, the ORGANIZATION from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the ORGANIZATION shall apply in all cases except for claims arising solely from the ORGANIZATION's own negligence or willful misconduct. Contractor waives any rights of subrogation against the ORGANIZATION. Contractor's duty to defend begins when the ORGANIZATION requests defense of any claim arising from this Contract.

14. **INSURANCE REQUIREMENTS.** Contractor shall procure and maintain until all of their obligations have been discharged insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The ORGANIZATION in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

a. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. **Commercial General Liability** – Occurrence Form Policy shall include bodily injury, property damage and broad form contractual liability coverage.

* General Aggregate \$2,000,000

* Products – Completed Operations Aggregate \$1,000,000

* Personal and Advertising Injury \$1,000,000

* Each Occurrence \$1,000,000

* The policy shall be endorsed to include the following additional insured language: "ORGANIZATION shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

15. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law.

16. **Public Records.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a “trade secret”, “private” or “confidential” provided that Contractor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

17. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
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 the Contract unenforceable.
19. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by ORGANIZATION, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without prior written consent of ORGANIZATION.
20. **CONFIDENTIALITY.** Parties shall keep confidential all information, in whatever form, produced, prepared, observed or received by the receiving party pursuant to this Contract to the extent that such information is confidential by law or otherwise required by this Contract.
21. **WARRANTIES.**
- a) **General Warranty.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workman like manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
22. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend of particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

IN WITNES WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

William Adler
Principal
Silver State Government Relations

Date

Austin Osborne
County Manager
Storey County

Date

Attachment A: Lobbyist Scope of Work

The following outlines the scope of work subject to this contract for government relations services for the 2023-2024 Interim Legislative Session and for the 2025 Legislative Session.

- Monitor all legislative issues of interest to Storey County.
- Monitor and promptly report back to the county on the status of actions of interim legislative committees and legislative committees as pertaining to Storey County's interests.
- Strategize, support, or possibly oppose legislation as it relates to the best interest of the client.
- Provide support to other client lobbyists when requested and when appropriate.
- Assist client representatives with meetings and presentations during the interim period and session
- Maintain close contact with the County Manager and the Board of Storey County Commissioners, follow directive of the board and county officials, and brief the board and officials on issues before the legislature, per the directive of the board.
- Coordinate with county elected offices (e.g., Sheriff, Clerk-Treasurer, Recorder, Justice of the Peace, District Attorney, etc.) on legislative matters pertaining to their statutory offices.
- Provide research and guidance to and assist client with water resources management related government relations.
- Abide by the Storey County Lobbyist Operations Plan and Code of Ethical Standards.



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 7/2/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 mins

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Resolution No. 24-739, a resolution setting the grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2024-25 fiscal year and to supersede prior year actions by resolution for appointed Storey County employees with the allocation of the Kitchen Aide to Grade 110, Intermittent Part-Time Homemaker to Grade 110, Intermittent Part-Time Transportation Driver to Grade 110, and change the Program Coordinator from intermittent part-time to a full-time position allocated to Grade 113.
- **Recommended motion:** I (commissioner) move to approve of Resolution No. 24-739, a resolution setting the grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2024-25 fiscal year and to supersede prior year actions by resolution for appointed Storey County employees with the allocation of the Kitchen Aide to Grade 110, Intermittent Part-Time Homemaker to Grade 110, Intermittent Part-Time Transportation Driver to Grade 110, and change the Program Coordinator from intermittent part-time to a full-time position allocated to Grade 113.
- **Prepared by:** Brandie Lopez

Department: HR

Contact Number: 775-847-0968

- **Staff Summary:** This resolution aims to ensure fair and updated compensation for appointed Storey County officials and employees. The reallocation of the Kitchen Aide, IPT Homemaker, IPT Transportation Driver, and Program Coordinator is intended to better align them with the current needs and objectives of the county. The proposed grade level requests are based on external salary data as well as internal alignment. These positions have been approved through the budget process and NRS 245.045 states that the Board has authority to fix the salaries of all appointive officers and employees by the enactment of ordinances or the adoption of resolutions. The proposed resolution conforms to the NRS requirement and the Board-approved budget for the 2024-25 fiscal year.
- **Supporting Materials:** See Attachments

- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

RESOLUTION NO. 24-739

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

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

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

WHEREAS, the salaries of all appointed officials and non-represented county employees, are consistently to be derived from a similar step and grade range salary system shown in the General Salary Schedule A for appointed officials and non-represented employees of the county and General Salary Schedule B for intermittent/less than parttime employees of the county.

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

WHEREAS, the salary grade range of appointed officials and non-represented employees shall be as follows for the 2024-25 fiscal period:

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

Culinary Coordinator	Grade 119
Cyber Security Officer	Grade 133
Deputy District Attorney	Grade 152
Dispatch Manager	Grade 140
Emergency Management Director	Grade 144
Events and Assistant Tourism Director	Grade 140
Event and Site Manager	Grade 124
Grants Manager	Grade 135
HR Director	Grade 144
HR Generalist	Grade 124
Information Technology Director	Grade 152
Information Technology Officer	Grade 140
Kitchen Aide	Grade 108 110
Management Analyst	Grade 131
Meals on Wheels Coordinator	Grade 110
Planning Manager	Grade 144
Program Coordinator (Senior Services)	Grade 113
Public Relations Officer	Grade 124
Public Works Director	Grade 152
Roads Manager	Grade 133
Network Security Administrator	Grade 140
Senior Center Site Manager	Grade 119
Senior Planner	Grade 140
Senior Services Director	Grade 144
Tourism Director	Grade 152
Undersheriff	Grade 148

WHEREAS, the salary grade and step range of casual intermittent less-than part-time positions in the General Salary Schedule B shall be as follows for the 2024-25 fiscal period:

IPT Administrative Assistant I	Grade 110
IPT Administrative Assistant II	Grade 116
IPT Evidence Custodian	Grade 115
IPT Facilities Maintenance Worker	Grade 110
IPT Homemaker	Grade 102 110
IPT Inmate Work Crew Coordinator	Grade 117
IPT Lifeguard	Grade 100
IPT Maintenance Worker/Heavy Equipment Operator	Grade 118
IPT Park Maintenance Worker	Grade 105
IPT Pool Maintenance Worker	Grade 110
IPT Pool Supervisor	Grade 108
IPT Program Coordinator (Senior Services)	Grade 104
IPT Road Worker	Grade 110
IPT Volunteer Coordinator (Sheriff Office)	Grade 117
IPT Tourism Assistant	Grade 110

IPT Tourism Transportation Driver	Grade 110
IPT Transportation Driver	Grade 402 110
IPT Visitor Liaison	Grade 110

WHEREAS, the salary grade and step range of casual, intermittent, less-than part-time Deputy Sheriff positions shall be as outlined in Appendix A of the Storey County Sheriff's Office Employees' Association/Nevada Association of Police and Sheriff's Officers (NAPSO) for the 2024-25 fiscal period.

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

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

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

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

WHEREAS, if there is a PERS increase, said increase will be shared equally between Storey County and the employee in accordance with NRS 286.421 (3) (a) (1) and will be so reflected on Salary Schedule A. Salary Schedule B and casual, intermittent, less than part-time Deputy Sheriffs will not be impacted by any changes in PERS contributions.

NOW, THEREFORE BE IT RESOLVED BY THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS, by unanimous vote, to adopt Resolution 24-730 providing for the setting of salaries for the appointed officials and non-represented employees.

This resolution shall be effective on the 1st day of July 2024.

PROPOSED AND ADOPTED this 4th 2nd day of ~~June~~ July 2024.

THOSE VOTING AYE: _____

THOSE VOTING NAY: _____

STOREY COUNTY
BOARD OF COUNTY COMMISSIONERS: _____
Jay Carmona, Chairman

ATTEST: _____
CLERK TO THE BOARD

Non-Represented

	1	2	3	4	5	6
110	\$ 40,472.71	\$ 41,889.25	\$ 43,355.38	\$ 44,872.82	\$ 46,443.36	\$ 48,068.87
111	\$ 41,484.53	\$ 42,936.48	\$ 44,439.25	\$ 45,994.64	\$ 47,604.44	\$ 49,270.59
112	\$ 42,521.62	\$ 44,009.90	\$ 45,550.23	\$ 47,144.49	\$ 48,794.54	\$ 50,502.35
113	\$ 43,584.69	\$ 45,110.14	\$ 46,689.01	\$ 48,323.11	\$ 50,014.44	\$ 51,764.94
114	\$ 44,674.30	\$ 46,237.88	\$ 47,856.22	\$ 49,531.18	\$ 51,264.77	\$ 53,059.04
115	\$ 45,791.15	\$ 47,393.84	\$ 49,052.62	\$ 50,769.47	\$ 52,546.38	\$ 54,385.53
116	\$ 46,935.93	\$ 48,578.70	\$ 50,278.95	\$ 52,038.71	\$ 53,860.07	\$ 55,745.17
117	\$ 48,109.32	\$ 49,793.14	\$ 51,535.92	\$ 53,339.68	\$ 55,206.55	\$ 57,138.80
118	\$ 49,312.06	\$ 51,037.98	\$ 52,824.30	\$ 54,673.15	\$ 56,586.72	\$ 58,567.25
119	\$ 50,544.87	\$ 52,313.94	\$ 54,144.93	\$ 56,040.00	\$ 58,001.40	\$ 60,031.46
120	\$ 51,808.49	\$ 53,621.79	\$ 55,498.56	\$ 57,441.01	\$ 59,451.44	\$ 61,532.23
121	\$ 53,103.69	\$ 54,962.33	\$ 56,886.00	\$ 58,877.02	\$ 60,937.72	\$ 63,070.54
122	\$ 54,431.29	\$ 56,336.38	\$ 58,308.17	\$ 60,348.94	\$ 62,461.18	\$ 64,647.32
123	\$ 55,792.07	\$ 57,744.80	\$ 59,765.87	\$ 61,857.68	\$ 64,022.68	\$ 66,263.47
124	\$ 57,186.87	\$ 59,188.41	\$ 61,260.02	\$ 63,404.10	\$ 65,623.25	\$ 67,920.07
125	\$ 58,616.53	\$ 60,668.12	\$ 62,791.49	\$ 64,989.21	\$ 67,263.83	\$ 69,618.06
126	\$ 60,081.97	\$ 62,184.83	\$ 64,361.30	\$ 66,613.94	\$ 68,945.43	\$ 71,358.51
127	\$ 61,584.01	\$ 63,739.44	\$ 65,970.35	\$ 68,279.30	\$ 70,669.06	\$ 73,142.49
128	\$ 63,123.59	\$ 65,332.94	\$ 67,619.58	\$ 69,986.28	\$ 72,435.80	\$ 74,971.04
129	\$ 64,701.71	\$ 66,966.26	\$ 69,310.08	\$ 71,735.94	\$ 74,246.71	\$ 76,845.34
130	\$ 66,319.24	\$ 68,640.42	\$ 71,042.84	\$ 73,529.35	\$ 76,102.87	\$ 78,766.47
131	\$ 67,977.22	\$ 70,356.43	\$ 72,818.91	\$ 75,367.56	\$ 78,005.42	\$ 80,735.63
132	\$ 69,676.65	\$ 72,115.33	\$ 74,639.38	\$ 77,251.75	\$ 79,955.56	\$ 82,754.01
133	\$ 71,418.55	\$ 73,918.21	\$ 76,505.34	\$ 79,183.04	\$ 81,954.44	\$ 84,822.84
134	\$ 73,204.03	\$ 75,766.15	\$ 78,417.98	\$ 81,162.61	\$ 84,003.30	\$ 86,943.42
135	\$ 75,034.13	\$ 77,660.32	\$ 80,378.44	\$ 83,191.68	\$ 86,103.39	\$ 89,117.01
136	\$ 76,909.99	\$ 79,601.83	\$ 82,387.90	\$ 85,271.47	\$ 88,255.98	\$ 91,344.95
137	\$ 78,832.74	\$ 81,591.90	\$ 84,447.60	\$ 87,403.27	\$ 90,462.38	\$ 93,628.56
138	\$ 80,803.56	\$ 83,631.68	\$ 86,558.78	\$ 89,588.35	\$ 92,723.94	\$ 95,969.28
139	\$ 82,823.66	\$ 85,722.47	\$ 88,722.77	\$ 91,828.06	\$ 95,042.05	\$ 98,368.51
140	\$ 84,894.26	\$ 87,865.54	\$ 90,940.83	\$ 94,123.76	\$ 97,418.11	\$ 100,827.74
141	\$ 87,016.59	\$ 90,062.18	\$ 93,214.34	\$ 96,476.85	\$ 99,853.55	\$ 103,348.42
142	\$ 89,192.02	\$ 92,313.73	\$ 95,544.71	\$ 98,888.78	\$ 102,349.89	\$ 105,932.14
143	\$ 91,421.82	\$ 94,621.58	\$ 97,933.34	\$ 101,361.01	\$ 104,908.63	\$ 108,580.45
144	\$ 93,707.36	\$ 96,987.14	\$ 100,381.67	\$ 103,895.04	\$ 107,531.36	\$ 111,294.96
145	\$ 96,050.04	\$ 99,411.80	\$ 102,891.19	\$ 106,492.41	\$ 110,219.62	\$ 114,077.33
146	\$ 98,451.31	\$ 101,897.09	\$ 105,463.49	\$ 109,154.71	\$ 112,975.13	\$ 116,929.26
147	\$ 100,912.59	\$ 104,444.51	\$ 108,100.07	\$ 111,883.59	\$ 115,799.50	\$ 119,852.49
148	\$ 103,435.37	\$ 107,055.64	\$ 110,802.58	\$ 114,680.66	\$ 118,694.48	\$ 122,848.78
149	\$ 106,021.28	\$ 109,732.04	\$ 113,572.64	\$ 117,547.70	\$ 121,661.87	\$ 125,920.03
150	\$ 108,671.80	\$ 112,475.34	\$ 116,411.97	\$ 120,486.39	\$ 124,703.39	\$ 129,068.03
151	\$ 111,388.61	\$ 115,287.22	\$ 119,322.28	\$ 123,498.55	\$ 127,821.01	\$ 132,294.72
152	\$ 114,173.32	\$ 118,169.39	\$ 122,305.32	\$ 126,586.03	\$ 131,016.52	\$ 135,602.09
153	\$ 117,027.67	\$ 121,123.63	\$ 125,362.96	\$ 129,750.65	\$ 134,291.92	\$ 138,992.15
154	\$ 119,953.35	\$ 124,151.72	\$ 128,497.03	\$ 132,994.41	\$ 137,649.23	\$ 142,466.95

155	\$ 122,952.18	\$ 127,255.51	\$ 131,709.46	\$ 136,319.27	\$ 141,090.45	\$ 146,028.63
156	\$ 126,026.00	\$ 130,436.91	\$ 135,002.20	\$ 139,727.27	\$ 144,617.73	\$ 149,679.35
157	\$ 129,176.64	\$ 133,697.82	\$ 138,377.25	\$ 143,220.45	\$ 148,233.16	\$ 153,421.32
158	\$ 132,406.05	\$ 137,040.25	\$ 141,836.67	\$ 146,800.94	\$ 151,938.99	\$ 157,256.85
159	\$ 135,716.20	\$ 140,466.28	\$ 145,382.60	\$ 150,470.99	\$ 155,737.48	\$ 161,188.28
160	\$ 139,109.12	\$ 143,977.93	\$ 149,017.17	\$ 154,232.77	\$ 159,630.91	\$ 165,218.00
161	\$ 142,586.84	\$ 147,577.39	\$ 152,742.59	\$ 158,088.58	\$ 163,621.68	\$ 169,348.45
162	\$ 146,151.51	\$ 151,266.81	\$ 156,561.14	\$ 162,040.79	\$ 167,712.21	\$ 173,582.15
163	\$ 149,805.31	\$ 155,048.48	\$ 160,475.20	\$ 166,091.81	\$ 171,905.03	\$ 177,921.70
164	\$ 153,550.43	\$ 158,924.70	\$ 164,487.07	\$ 170,244.10	\$ 176,202.65	\$ 182,369.74
165	\$ 157,389.20	\$ 162,897.81	\$ 168,599.25	\$ 174,500.21	\$ 180,607.73	\$ 186,928.99

7	8	9	10
\$ 49,751.29	\$ 51,492.58	\$ 53,294.83	\$ 55,160.13
\$ 50,995.07	\$ 52,779.89	\$ 54,627.18	\$ 56,539.13
\$ 52,269.95	\$ 54,099.39	\$ 55,992.87	\$ 57,952.63
\$ 53,576.71	\$ 55,451.89	\$ 57,392.71	\$ 59,401.45
\$ 54,916.12	\$ 56,838.16	\$ 58,827.49	\$ 60,886.46
\$ 56,289.02	\$ 58,259.14	\$ 60,298.19	\$ 62,408.64
\$ 57,696.26	\$ 59,715.62	\$ 61,805.67	\$ 63,968.87
\$ 59,138.63	\$ 61,208.50	\$ 63,350.79	\$ 65,568.08
\$ 60,617.11	\$ 62,738.70	\$ 64,934.57	\$ 67,207.27
\$ 62,132.56	\$ 64,307.20	\$ 66,557.95	\$ 68,887.47
\$ 63,685.88	\$ 65,914.87	\$ 68,221.89	\$ 70,609.66
\$ 65,277.99	\$ 67,562.73	\$ 69,927.43	\$ 72,374.88
\$ 66,909.97	\$ 69,251.81	\$ 71,675.64	\$ 74,184.28
\$ 68,582.70	\$ 70,983.11	\$ 73,467.50	\$ 76,038.89
\$ 70,297.27	\$ 72,757.67	\$ 75,304.20	\$ 77,939.85
\$ 72,054.70	\$ 74,576.61	\$ 77,186.79	\$ 79,888.33
\$ 73,856.08	\$ 76,441.01	\$ 79,116.46	\$ 81,885.53
\$ 75,702.47	\$ 78,352.06	\$ 81,094.39	\$ 83,932.69
\$ 77,595.02	\$ 80,310.85	\$ 83,121.74	\$ 86,031.00
\$ 79,534.93	\$ 82,318.63	\$ 85,199.79	\$ 88,181.78
\$ 81,523.29	\$ 84,376.60	\$ 87,329.78	\$ 90,386.32
\$ 83,561.36	\$ 86,486.00	\$ 89,513.02	\$ 92,645.99
\$ 85,650.39	\$ 88,648.16	\$ 91,750.84	\$ 94,962.12
\$ 87,791.64	\$ 90,864.35	\$ 94,044.61	\$ 97,336.18
\$ 89,986.43	\$ 93,135.97	\$ 96,395.71	\$ 99,769.57
\$ 92,236.10	\$ 95,464.36	\$ 98,805.62	\$ 102,263.81
\$ 94,542.02	\$ 97,850.98	\$ 101,275.77	\$ 104,820.42
\$ 96,905.56	\$ 100,297.25	\$ 103,807.65	\$ 107,440.94
\$ 99,328.20	\$ 102,804.70	\$ 106,402.86	\$ 110,126.95
\$ 101,811.41	\$ 105,374.80	\$ 109,062.94	\$ 112,880.15
\$ 104,356.72	\$ 108,009.19	\$ 111,789.53	\$ 115,702.15
\$ 106,965.60	\$ 110,709.40	\$ 114,584.24	\$ 118,594.70
\$ 109,639.75	\$ 113,477.15	\$ 117,448.85	\$ 121,559.55
\$ 112,380.75	\$ 116,314.07	\$ 120,385.08	\$ 124,598.55
\$ 115,190.30	\$ 119,221.95	\$ 123,394.71	\$ 127,713.53
\$ 118,070.02	\$ 122,202.47	\$ 126,479.56	\$ 130,906.35
\$ 121,021.80	\$ 125,257.55	\$ 129,641.56	\$ 134,179.01
\$ 124,047.33	\$ 128,388.97	\$ 132,882.59	\$ 137,533.50
\$ 127,148.51	\$ 131,598.69	\$ 136,204.66	\$ 140,971.81
\$ 130,327.24	\$ 134,888.69	\$ 139,609.79	\$ 144,496.13
\$ 133,585.39	\$ 138,260.90	\$ 143,100.03	\$ 148,108.53
\$ 136,925.06	\$ 141,717.42	\$ 146,677.53	\$ 151,811.25
\$ 140,348.16	\$ 145,260.36	\$ 150,344.47	\$ 155,606.52
\$ 143,856.88	\$ 148,891.87	\$ 154,103.08	\$ 159,496.70
\$ 147,453.28	\$ 152,614.13	\$ 157,955.65	\$ 163,484.10

\$ 151,139.63	\$ 156,429.52	\$ 161,904.54	\$ 167,571.20
\$ 154,918.12	\$ 160,340.27	\$ 165,952.17	\$ 171,760.50
\$ 158,791.07	\$ 164,348.76	\$ 170,100.97	\$ 176,054.50
\$ 162,760.83	\$ 168,457.48	\$ 174,353.48	\$ 180,455.84
\$ 166,829.87	\$ 172,668.93	\$ 178,712.33	\$ 184,967.27
\$ 171,000.63	\$ 176,985.66	\$ 183,180.16	\$ 189,591.46
\$ 175,275.65	\$ 181,410.27	\$ 187,759.64	\$ 194,331.23
\$ 179,657.53	\$ 185,945.54	\$ 192,453.64	\$ 199,189.51
\$ 184,148.96	\$ 190,594.18	\$ 197,264.97	\$ 204,169.26
\$ 188,752.67	\$ 195,359.02	\$ 202,196.60	\$ 209,273.48
\$ 193,471.50	\$ 200,243.00	\$ 207,251.50	\$ 214,505.33

IPT Non-Represented

	1	2	3	4	5	6
97	\$ 29,661.90	\$ 30,700.05	\$ 31,774.59	\$ 32,886.68	\$ 34,037.71	\$ 35,229.02
98	\$ 30,418.83	\$ 31,483.48	\$ 32,585.39	\$ 33,725.89	\$ 34,906.30	\$ 36,128.00
99	\$ 31,199.39	\$ 32,291.37	\$ 33,421.57	\$ 34,591.34	\$ 35,802.02	\$ 37,055.10
100	\$ 32,003.64	\$ 33,123.76	\$ 34,283.09	\$ 35,482.99	\$ 36,724.89	\$ 38,010.28
101	\$ 32,831.53	\$ 33,980.61	\$ 35,169.92	\$ 36,400.89	\$ 37,674.92	\$ 38,993.55
102	\$ 33,683.04	\$ 34,861.96	\$ 36,082.13	\$ 37,345.00	\$ 38,652.07	\$ 40,004.91
103	\$ 34,558.25	\$ 35,767.79	\$ 37,019.65	\$ 38,315.35	\$ 39,656.39	\$ 41,044.34
104	\$ 35,433.43	\$ 36,673.61	\$ 37,957.17	\$ 39,285.69	\$ 40,660.67	\$ 42,083.80
105	\$ 36,332.29	\$ 37,603.92	\$ 38,920.04	\$ 40,282.25	\$ 41,692.12	\$ 43,151.34
106	\$ 37,254.78	\$ 38,558.69	\$ 39,908.25	\$ 41,305.03	\$ 42,750.70	\$ 44,246.98
107	\$ 38,200.93	\$ 39,537.96	\$ 40,921.79	\$ 42,354.05	\$ 43,836.44	\$ 45,370.72
108	\$ 39,170.74	\$ 40,541.71	\$ 41,960.67	\$ 43,429.30	\$ 44,949.32	\$ 46,522.56
109	\$ 40,187.85	\$ 41,594.41	\$ 43,050.22	\$ 44,556.98	\$ 46,116.48	\$ 47,730.57
110	\$ 41,230.63	\$ 42,673.69	\$ 44,167.27	\$ 45,713.14	\$ 47,313.10	\$ 48,969.04
111	\$ 42,261.39	\$ 43,740.54	\$ 45,271.46	\$ 46,855.96	\$ 48,495.92	\$ 50,193.28
112	\$ 43,317.91	\$ 44,834.03	\$ 46,403.23	\$ 48,027.34	\$ 49,708.29	\$ 51,448.09
113	\$ 44,400.88	\$ 45,954.90	\$ 47,563.33	\$ 49,228.03	\$ 50,951.03	\$ 52,734.32
114	\$ 45,510.89	\$ 47,103.76	\$ 48,752.41	\$ 50,458.73	\$ 52,224.78	\$ 54,052.66
115	\$ 46,648.65	\$ 48,281.36	\$ 49,971.20	\$ 51,720.21	\$ 53,530.40	\$ 55,403.98
116	\$ 47,814.88	\$ 49,488.42	\$ 51,220.50	\$ 53,013.22	\$ 54,868.69	\$ 56,789.09
117	\$ 49,010.25	\$ 50,725.60	\$ 52,501.01	\$ 54,338.54	\$ 56,240.38	\$ 58,208.81
118	\$ 50,235.51	\$ 51,993.75	\$ 53,813.52	\$ 55,696.99	\$ 57,646.40	\$ 59,664.02
119	\$ 51,491.40	\$ 53,293.61	\$ 55,158.88	\$ 57,089.44	\$ 59,087.57	\$ 61,155.64
120	\$ 52,778.69	\$ 54,625.94	\$ 56,537.85	\$ 58,516.68	\$ 60,564.76	\$ 62,684.53
121	\$ 54,098.14	\$ 55,991.59	\$ 57,951.28	\$ 59,979.59	\$ 62,078.87	\$ 64,251.63
122	\$ 55,450.60	\$ 57,391.38	\$ 59,400.08	\$ 61,479.08	\$ 63,630.86	\$ 65,857.94
123	\$ 56,836.86	\$ 58,826.16	\$ 60,885.08	\$ 63,016.06	\$ 65,221.60	\$ 67,504.37
124	\$ 58,257.79	\$ 60,296.81	\$ 62,407.21	\$ 64,591.44	\$ 66,852.15	\$ 69,191.98
125	\$ 59,714.23	\$ 61,804.22	\$ 63,967.36	\$ 66,206.24	\$ 68,523.45	\$ 70,921.77
126	\$ 61,207.10	\$ 63,349.34	\$ 65,566.56	\$ 67,861.39	\$ 70,236.54	\$ 72,694.81
127	\$ 62,737.26	\$ 64,933.07	\$ 67,205.74	\$ 69,557.94	\$ 71,992.44	\$ 74,512.20
128	\$ 64,305.68	\$ 66,556.41	\$ 68,885.87	\$ 71,296.88	\$ 73,792.27	\$ 76,374.99
129	\$ 65,913.36	\$ 68,220.32	\$ 70,608.03	\$ 73,079.31	\$ 75,637.09	\$ 78,284.39
130	\$ 67,561.17	\$ 69,925.83	\$ 72,373.23	\$ 74,906.30	\$ 77,528.02	\$ 80,241.50
131	\$ 69,250.20	\$ 71,673.97	\$ 74,182.56	\$ 76,778.93	\$ 79,466.19	\$ 82,247.53
132	\$ 70,981.46	\$ 73,465.80	\$ 76,037.11	\$ 78,698.42	\$ 81,452.85	\$ 84,303.71
133	\$ 72,755.98	\$ 75,302.45	\$ 77,938.03	\$ 80,665.86	\$ 83,489.17	\$ 86,411.29
134	\$ 74,574.89	\$ 77,185.00	\$ 79,886.48	\$ 82,682.51	\$ 85,576.40	\$ 88,571.57
135	\$ 76,439.26	\$ 79,114.64	\$ 81,883.65	\$ 84,749.58	\$ 87,715.81	\$ 90,785.87
136	\$ 78,350.26	\$ 81,092.50	\$ 83,930.74	\$ 86,868.31	\$ 89,908.71	\$ 93,055.53
137	\$ 80,309.01	\$ 83,119.83	\$ 86,029.01	\$ 89,040.03	\$ 92,156.44	\$ 95,381.91
138	\$ 82,316.74	\$ 85,197.81	\$ 88,179.74	\$ 91,266.04	\$ 94,460.34	\$ 97,766.46
139	\$ 84,374.67	\$ 87,327.76	\$ 90,384.25	\$ 93,547.69	\$ 96,821.86	\$ 100,210.62
140	\$ 86,484.04	\$ 89,510.97	\$ 92,643.84	\$ 95,886.39	\$ 99,242.41	\$ 102,715.90
141	\$ 88,646.12	\$ 91,748.74	\$ 94,959.93	\$ 98,283.54	\$ 101,723.47	\$ 105,283.79

142	\$ 90,862.28	\$ 94,042.45	\$ 97,333.94	\$ 100,740.62	\$ 104,266.56	\$ 107,915.89
143	\$ 93,133.84	\$ 96,393.52	\$ 99,767.30	\$ 103,259.16	\$ 106,873.22	\$ 110,613.79
144	\$ 95,462.18	\$ 98,803.38	\$ 102,261.48	\$ 105,840.64	\$ 109,545.06	\$ 113,379.14
145	\$ 97,848.74	\$ 101,273.44	\$ 104,818.00	\$ 108,486.65	\$ 112,283.66	\$ 116,213.61
146	\$ 100,294.97	\$ 103,805.28	\$ 107,438.47	\$ 111,198.81	\$ 115,090.76	\$ 119,118.94
147	\$ 102,802.34	\$ 106,400.40	\$ 110,124.42	\$ 113,978.79	\$ 117,968.03	\$ 122,096.92
148	\$ 105,372.37	\$ 109,060.43	\$ 112,877.53	\$ 116,828.24	\$ 120,917.22	\$ 125,149.32
149	\$ 108,006.69	\$ 111,786.94	\$ 115,699.47	\$ 119,748.97	\$ 123,940.18	\$ 128,278.08
150	\$ 110,706.85	\$ 114,581.61	\$ 118,591.97	\$ 122,742.69	\$ 127,038.67	\$ 131,485.03
151	\$ 113,474.53	\$ 117,446.16	\$ 121,556.78	\$ 125,811.25	\$ 130,214.66	\$ 134,772.16
152	\$ 116,311.40	\$ 120,382.30	\$ 124,595.68	\$ 128,956.55	\$ 133,470.01	\$ 138,141.46
153	\$ 119,219.20	\$ 123,391.87	\$ 127,710.58	\$ 132,180.44	\$ 136,806.75	\$ 141,595.00
154	\$ 122,199.66	\$ 126,476.65	\$ 130,903.34	\$ 135,484.95	\$ 140,226.93	\$ 145,134.87
155	\$ 125,254.65	\$ 129,638.56	\$ 134,175.92	\$ 138,872.06	\$ 143,732.59	\$ 148,763.25
156	\$ 128,386.04	\$ 132,879.54	\$ 137,530.33	\$ 142,343.89	\$ 147,325.93	\$ 152,482.33
157	\$ 131,595.67	\$ 136,201.52	\$ 140,968.58	\$ 145,902.48	\$ 151,009.07	\$ 156,294.38
158	\$ 134,885.56	\$ 139,606.55	\$ 144,492.79	\$ 149,550.02	\$ 154,784.28	\$ 160,201.73
159	\$ 138,257.71	\$ 143,096.73	\$ 148,105.12	\$ 153,288.80	\$ 158,653.90	\$ 164,206.79
160	\$ 141,714.16	\$ 146,674.15	\$ 151,807.75	\$ 157,121.03	\$ 162,620.25	\$ 168,311.97
161	\$ 145,257.01	\$ 150,341.01	\$ 155,602.94	\$ 161,049.04	\$ 166,685.75	\$ 172,519.76
162	\$ 148,888.43	\$ 154,099.52	\$ 159,493.00	\$ 165,075.26	\$ 170,852.90	\$ 176,832.75
163	\$ 152,610.65	\$ 157,952.01	\$ 163,480.35	\$ 169,202.15	\$ 175,124.23	\$ 181,253.57
164	\$ 156,425.91	\$ 161,900.82	\$ 167,567.34	\$ 173,432.19	\$ 179,502.32	\$ 185,784.90
165	\$ 160,336.56	\$ 165,948.34	\$ 171,756.54	\$ 177,768.01	\$ 183,989.89	\$ 190,429.54

7	8	9	10
\$ 36,462.05	\$ 37,738.22	\$ 39,059.05	\$ 40,426.12
\$ 37,392.49	\$ 38,701.24	\$ 40,055.77	\$ 41,457.73
\$ 38,352.04	\$ 39,694.35	\$ 41,083.66	\$ 42,521.57
\$ 39,340.63	\$ 40,717.55	\$ 42,142.67	\$ 43,617.66
\$ 40,358.31	\$ 41,770.84	\$ 43,232.82	\$ 44,745.98
\$ 41,405.06	\$ 42,854.24	\$ 44,354.15	\$ 45,906.55
\$ 42,480.88	\$ 43,967.74	\$ 45,506.62	\$ 47,099.34
\$ 43,556.73	\$ 45,081.22	\$ 46,659.07	\$ 48,292.13
\$ 44,661.64	\$ 46,224.82	\$ 47,842.68	\$ 49,517.16
\$ 45,795.64	\$ 47,398.48	\$ 49,057.42	\$ 50,774.44
\$ 46,958.69	\$ 48,602.24	\$ 50,303.34	\$ 52,063.95
\$ 48,150.84	\$ 49,836.12	\$ 51,580.37	\$ 53,385.69
\$ 49,401.13	\$ 51,130.18	\$ 52,919.73	\$ 54,771.91
\$ 50,682.96	\$ 52,456.86	\$ 54,292.86	\$ 56,193.10
\$ 51,950.04	\$ 53,768.29	\$ 55,650.18	\$ 57,597.94
\$ 53,248.77	\$ 55,112.47	\$ 57,041.41	\$ 59,037.86
\$ 54,580.02	\$ 56,490.32	\$ 58,467.47	\$ 60,513.84
\$ 55,944.50	\$ 57,902.55	\$ 59,929.13	\$ 62,026.66
\$ 57,343.11	\$ 59,350.13	\$ 61,427.37	\$ 63,577.34
\$ 58,776.71	\$ 60,833.89	\$ 62,963.07	\$ 65,166.79
\$ 60,246.10	\$ 62,354.72	\$ 64,537.14	\$ 66,795.95
\$ 61,752.27	\$ 63,913.58	\$ 66,150.57	\$ 68,465.83
\$ 63,296.08	\$ 65,511.45	\$ 67,804.36	\$ 70,177.50
\$ 64,878.50	\$ 67,149.23	\$ 69,499.46	\$ 71,931.95
\$ 66,500.42	\$ 68,827.95	\$ 71,236.93	\$ 73,730.21
\$ 68,162.96	\$ 70,548.66	\$ 73,017.88	\$ 75,573.50
\$ 69,867.02	\$ 72,312.38	\$ 74,843.30	\$ 77,462.84
\$ 71,613.70	\$ 74,120.18	\$ 76,714.39	\$ 79,399.40
\$ 73,404.04	\$ 75,973.17	\$ 78,632.24	\$ 81,384.36
\$ 75,239.15	\$ 77,872.49	\$ 80,598.04	\$ 83,418.97
\$ 77,120.12	\$ 79,819.33	\$ 82,613.00	\$ 85,504.46
\$ 79,048.11	\$ 81,814.80	\$ 84,678.32	\$ 87,642.07
\$ 81,024.34	\$ 83,860.18	\$ 86,795.30	\$ 89,833.13
\$ 83,049.94	\$ 85,956.69	\$ 88,965.17	\$ 92,078.95
\$ 85,126.17	\$ 88,105.59	\$ 91,189.29	\$ 94,380.93
\$ 87,254.33	\$ 90,308.24	\$ 93,469.02	\$ 96,740.44
\$ 89,435.69	\$ 92,565.94	\$ 95,805.74	\$ 99,158.95
\$ 91,671.57	\$ 94,880.09	\$ 98,200.88	\$ 101,637.91
\$ 93,963.37	\$ 97,252.09	\$ 100,655.91	\$ 104,178.86
\$ 96,312.46	\$ 99,683.39	\$ 103,172.32	\$ 106,783.35
\$ 98,720.27	\$ 102,175.48	\$ 105,751.61	\$ 109,452.94
\$ 101,188.28	\$ 104,729.88	\$ 108,395.43	\$ 112,189.26
\$ 103,718.00	\$ 107,348.12	\$ 111,105.31	\$ 114,994.01
\$ 106,310.96	\$ 110,031.83	\$ 113,882.96	\$ 117,868.86
\$ 108,968.71	\$ 112,782.62	\$ 116,730.01	\$ 120,815.57

\$ 111,692.93	\$ 115,602.19	\$ 119,648.27	\$ 123,835.95
\$ 114,485.26	\$ 118,492.24	\$ 122,639.48	\$ 126,931.86
\$ 117,347.42	\$ 121,454.57	\$ 125,705.48	\$ 130,105.16
\$ 120,281.07	\$ 124,490.90	\$ 128,848.09	\$ 133,357.79
\$ 123,288.12	\$ 127,603.20	\$ 132,069.30	\$ 136,691.73
\$ 126,370.31	\$ 130,793.26	\$ 135,371.03	\$ 140,109.02
\$ 129,529.57	\$ 134,063.08	\$ 138,755.31	\$ 143,611.74
\$ 132,767.82	\$ 137,414.69	\$ 142,224.20	\$ 147,202.04
\$ 136,086.99	\$ 140,850.05	\$ 145,779.81	\$ 150,882.10
\$ 139,489.20	\$ 144,371.30	\$ 149,424.30	\$ 154,654.16
\$ 142,976.41	\$ 147,980.60	\$ 153,159.91	\$ 158,520.49
\$ 146,550.83	\$ 151,680.10	\$ 156,988.90	\$ 162,483.52
\$ 150,214.58	\$ 155,472.08	\$ 160,913.62	\$ 166,545.60
\$ 153,969.96	\$ 159,358.91	\$ 164,936.46	\$ 170,709.24
\$ 157,819.21	\$ 163,342.89	\$ 169,059.89	\$ 174,976.99
\$ 161,764.69	\$ 167,426.45	\$ 173,286.38	\$ 179,351.40
\$ 165,808.79	\$ 171,612.11	\$ 177,618.52	\$ 183,835.16
\$ 169,954.03	\$ 175,902.43	\$ 182,059.00	\$ 188,431.08
\$ 174,202.89	\$ 180,300.00	\$ 186,610.49	\$ 193,141.86
\$ 178,557.96	\$ 184,807.47	\$ 191,275.74	\$ 197,970.39
\$ 183,021.90	\$ 189,427.67	\$ 196,057.64	\$ 202,919.65
\$ 187,597.45	\$ 194,163.36	\$ 200,959.08	\$ 207,992.65
\$ 192,287.36	\$ 199,017.43	\$ 205,983.05	\$ 213,192.46
\$ 197,094.56	\$ 203,992.87	\$ 211,132.62	\$ 218,522.28



Board of Storey County Commissioners Agenda Action Report

Meeting date: 7/2/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 mins

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the Statement of Work and Managed Services Agreement between Storey County and Navient for the provision of Hyland Onbase services for a term of twelve (12) months not to exceed \$90,000.
- **Recommended motion:** I (commissioner) move to approve the Statement of Work and Managed Services Agreement between Storey County and Navient for the provision of Hyland Onbase services for a term of twelve (12) months not to exceed \$90,000.
- **Prepared by:** Brandie Lopez

Department: HR

Contact Number: 775-847-0968

- **Staff Summary:** This agreement aims to provide Storey County with reliable and efficient Hyland Onbase services to enhance operational effectiveness. Naviant will proactively monitor and manage Naviant-supported software solutions to ensure their optimal performance and will address any issues that arise with the supported software solutions, providing expert problem resolution. Naviant will leverage its technical knowledge, industry experience, and thought leadership to deliver a preventative approach to solution stability, scalability, and reliability and will focus on optimizing existing solutions to improve efficiency and effectiveness. Storey County will receive ten (10) standard hours of management services per week for a duration of twelve (12) months for a total of \$7500 monthly. The total cost of the agreement will not exceed \$90,000 for the twelve-month term.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** Yes
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

MASTER TERMS AND CONDITIONS ("TERMS")

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1. **TERMS.** These Terms shall remain in effect for the full term of the Agreement. Any counteroffer, proposed addition to, or supplement of the Terms is hereby expressly rejected unless in writing and agreed to by the Company.

2. **SOFTWARE AND SERVICES.** Customer agrees to buy and/or license (as applicable), and Company agrees to deliver (as applicable) (a) the professional consulting services ("Services"), (b) software ("Software"), including any documentation thereto, (c) Software Support Level Agreement ("SLA"), and (d) Cloud Service Agreement, if applicable, as described in the separate Statements of Work, Contracts, Change Orders, or other such documents signed by authorized representatives of both parties (collectively the "Software and Services").

3. **SOFTWARE LICENSE.** Customer accepts license of Software in accordance with the terms of the applicable Licensor End User License Agreement ("EULA"). Ownership of intellectual property rights in the Software is set forth in the applicable EULA. As between said Licensor and Customer, Licensor shall retain all right, title and interest, including all intellectual property rights, in and to all documentation, code and data. Except as expressly set forth in these Terms, any warranties, obligations and liabilities of Licensor in relation to Software are set forth in the applicable EULA.

4. **SERVICES.** Services provided by Naviant, Inc. ("Company") shall be as described in the Agreement. Any work product that is a result of Services provided by Company remains the intellectual property of Company. Customer will have a perpetual, non-exclusive, revocable right to use said work product for the period of time that the work product is in use by Customer, but shall have no right to resell, transfer or assign the same. Company warrants to Customer that it possesses the necessary expertise, capability, equipment and personnel to properly and professionally perform the Services hereunder, that it is properly and legally licensed (if applicable) to perform the Services, and that it shall at all times in the performance of the Services comply with all applicable laws, ordinances and regulations and shall perform all Services in a good, workmanlike, professional and efficient manner.

5. **MAINTENANCE AND SUPPORT.** Customer agrees to abide by the provisions set forth in the SLA Provisions located at www.naviant.com/services/tech-support-onbase.

6. **PRICE.** Customer shall pay the agreed upon amounts for the Software and Services without setoff or deduction in accordance with the payment terms set forth in the Statement of Work. Such Prices generally exclude any excise, sales, use or like taxes, and therefore such prices are subject to increase in the amount of any such tax (excluding tax on net income) that Company may be required to collect or pay upon the sale of Software or performance of Services. Prices are, and all payments shall be made, in U. S. dollars. Customer shall pay Company's reasonable travel expenses associated with the performance of Services.

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rate of one and one-half percent (1 ½%) per month or at the maximum rate allowed by law, whichever is less. Company reserves the right to cancel or reschedule performance of Services if Customer fails to make any payment when due. Customer shall be liable for all expenses attendant to collection of past due amounts due Company, including actual attorney's fees.

8. **PERFORMANCE.** Company shall use commercially reasonable efforts to deliver the Software and perform the Services in accordance with any agreed upon performance date(s). However, Company does not guarantee compliance with any such date(s) and Customer agrees that Company shall not be liable for any damages as a result of any delay in delivery or performance for any reason. If Services are to be performed on Customer's premises, Customer shall keep such premises safe and accessible to Company during business hours, and Customer warrants that each such premises is in compliance with all applicable health and safety regulations and other applicable laws and regulations. Customer shall indemnify and hold Company harmless from any claims arising from Customer's failure to comply with such laws and regulations or due to breach of the warranty set forth in the preceding sentence.

9. **LIMITED WARRANTIES-SERVICES.** COMPANY WARRANTS TO CUSTOMER THAT ALL SERVICES PERFORMED BY COMPANY SHALL BE PERFORMED IN A WORKMANLIKE MANNER. COMPANY WARRANTS FOR A PERIOD OF THIRTY (30) DAYS AFTER PROJECT COMPLETION THAT THE SERVICES ARE IN COMPLIANCE WITH THE AGREEMENT. CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S SOLE LIABILITY FOR ANY BREACH OF THE FOREGOING SERVICE WARRANTY SHALL BE THE RE-PERFORMANCE OF THE APPLICABLE SERVICES, FAILING WHICH, AT COMPANY'S OPTION, COMPANY SHALL REFUND THE PORTION OF FEES PAID WHICH RELATE TO THE SPECIFIC NON-CONFORMING SERVICES. **THE EXPRESS WARRANTIES IN THIS SECTION ARE IN LIEU OF, AND COMPANY HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES IN RELATION TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, PROFITABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

10. **LIMITED WARRANTY-SOFTWARE.** COMPANY PASSES ON TO CUSTOMER, IF POSSIBLE, ANY WARRANTY OFFERED BY THE SOFTWARE LICENSOR. SHOULD THE SOFTWARE NOT OPERATE, YOUR EXCLUSIVE REMEDY SHALL BE AS PROVIDED BY THE SOFTWARE LICENSOR'S WARRANTY. EXCEPT AS EXPLICITLY PROVIDED HEREIN, THE SOFTWARE IS PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF NON-INFRINGEMENT, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SOFTWARE OR ITS FUNCTIONS WILL MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. CUSTOMER BEARS ALL RISK RELATING TO CUSTOMER'S USE OF THE SOFTWARE.

11. **LIMITATION OF LIABILITY.** COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING THE SERVICES OR THE SOFTWARE. COMPANY SHALL NOT BE LIABLE FOR ANY LOSS, DESTRUCTION, OR DAMAGE TO ANY DOCUMENTS OR DATA OF CUSTOMER, HOWEVER CAUSED. IT IS UNDERSTOOD AND AGREED BY THE CUSTOMER THAT COMPANY IS NOT AN INSURER. COMPANY STRONGLY ENCOURAGES CUSTOMER TO INSURE FOR THE RECOVERY OF THE INFORMATION CONTAINED WITHIN THEIR DOCUMENTS AND DATA VIA

AVAILABLE MEANS, SUCH AS VALUABLE PAPERS INSURANCE AND CYBER LIABILITY INSURANCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, INDIRECT OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF REVENUE, DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS) ARISING OUT OF THIS AGREEMENT (WHETHER FOR BREACH OF AGREEMENT, TORT, NEGLIGENCE OR OTHER FORM OF ACTION), OR ITS CANCELLATION, IRRESPECTIVE OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT DIRECTLY GIVING RISE TO THE LIABILITY. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITY SET FORTH IN THE TERMS ARE INDEPENDENT OF ANY EXCLUSIVE OR LIMITED REMEDIES AND SHALL SURVIVE AND APPLY EVEN IF SUCH REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. NO ACTION ARISING OUT OF OR RELATED TO THE AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER SUCH CAUSE OF ACTION HAS ARISEN.

12. CONFIDENTIAL INFORMATION. The separate Nondisclosure Agreement between the parties and which is part of the Agreement shall govern the protection of any confidential information disclosed by either party hereunder. If there is no Nondisclosure Agreement, all information disclosed by either party regardless of the form in which it is disclosed, is, and shall remain the confidential information of disclosing party ("Confidential Information"). The information contained in this and other Agreements between the parties is confidential and shall not be disclosed by either party without the prior written consent of the other party. Both parties shall protect such Confidential Information from disclosure to others with at least the same degree of care it exercises in protecting its own Confidential Information, but in no event less than a reasonable degree of care. The parties shall not duplicate or reproduce any Confidential Information without the express prior written consent of disclosing party. The parties shall not use any Confidential Information except as is contemplated by the Agreement. The parties shall enforce against its employees and agents these obligations of confidentiality. Notwithstanding the foregoing, information disclosed shall not be deemed to be Confidential Information if (a) receiving party establishes that the information was already known to receiving party, without any obligation to keep it confidential, at the time of its receipt from disclosing party, as evidenced by documents in the possession of receiving party prepared prior to disclosing party's disclosure, or (b) receiving party establishes that the information was publicly known at the time of its receipt by receiving party from disclosing party or has become publicly known other than by a breach of the Terms or other action or omission by receiving party. The Terms shall not prevent either party from disclosing Confidential Information to the extent required by law, provided that receiving party promptly notifies disclosing party to allow intervention and cooperates with disclosing party to contest or minimize the scope of the disclosure.

13. NON-SOLICITATION. During the term of the Agreement and for a period of two (2) years after the termination of the Agreement on any basis, neither party shall, directly or indirectly, solicit or induce, or attempt to solicit or induce, any employee or consultant of the other party to terminate their employment with or services to their employer. Each party recognizes and agrees that compliance with the preceding sentence is

reasonable and necessary for the protection of each party's interest in their respective employees and consultants. In the event of a breach or any threatened breach, the parties acknowledge and agree that no adequate remedy at law exists for, and such provisions may be enforced by, any equitable remedy, including injunction, without bond and without limiting right to proceed to remedy at law. If the period of time or scope should be judged unreasonable in any court proceeding, then the parties agree that the court shall enforce such requirements and the period of time or scope shall be reduced by such time or scope that is deemed unreasonable, so that such non-solicitation provision may be enforced using such period of time or scope as is judged to be reasonable.

14. USE OF NAME. Unless otherwise authorized under the Agreement, neither party may represent that it is associated with the other party for its own promotional purposes without prior written permission of such other party.

15. CANCELLATION. Company may cancel the Agreement by written notice to Customer due to (a) Customer's material breach of, or failure to comply with, the Agreement or any of the Terms or any subsequent agreements between the parties; or (b) Customer filing a petition of any type as to its bankruptcy, being declared bankrupt, becoming insolvent, making an assignment for the benefit of creditors or going into liquidation or receivership. If Company cancels the Agreement as set forth above, Customer agrees to pay to Company all amounts due for Software ordered and Services performed prior to the effective date of termination and to indemnify and hold Company harmless from any amounts due by Company to third parties as a result of the cancellation. This Section and Sections 3, 4, 6, 8, 9, 10, 11, 12, 13, 14, and 19 shall survive any cancellation of this Agreement.

16. SOFTWARE AND SERVICES. Customer may only use the Software expressly permitted by the license granted in the applicable EULA. Without limiting the generality of the foregoing, the Software may not be resold, leased, sublicensed, distributed, or transferred in any way except as expressly permitted under the applicable EULA. Company may make any changes to the Software or Services or discontinue any of the Services at Company's sole discretion. The parties acknowledge and agree that Company, in the course of performing Services, may use or incorporate its pre-existing materials and other intellectual property developed or otherwise owned by Company ("Pre-Existing Intellectual Property"). Company shall at all times retain all rights to such Pre-Existing Intellectual Property and any Customer specific by-product of the utilization of Pre-Existing Intellectual Property for purposes of completing Services shall be considered intellectual property of Company and Customer is granted a perpetual license to utilize any by-product that is derived as a result of the requirements of the Agreement.

17. INDEPENDENT CONTRACTOR. In performance of all Services, Company shall be deemed to be an "independent contractor" and as such, shall not be entitled to any benefits applicable to the employees of the Customer. Company declares that it is engaged in an independent business and that similar services are provided for other customers and the Customer is not Company's sole and only customer. Neither party shall in any way be deemed to be an agent or representative of the other party. Neither party shall have any authority to bind or speak for the other party except as may be specifically given to such party in writing from time to time.

18. INSURANCE. Company shall maintain the following insurance coverages:

General Liability

Each Occurrence - \$2,000,000

General Aggregate - \$4,000,000

Products/Completed Operations Aggregate - \$2,000,000

Personal/Advertising Injury - \$1,000,000

Professional/Cyber Liability - \$5,000,000

Automobile Liability (Combined Single Limit - \$1,000,000

Umbrella Liability
Each Occurrence - \$10,000,000
General Aggregate - \$10,000,000
Workers Compensation and Employers' liability
Each Accident - \$500,000
Disease Policy Limit - \$500,000

19. INDEMNIFICATION. Subject to this Agreement, each party agrees to indemnify and hold harmless the other party, its officers, directors, agents and employees with respect to third party claims for any loss, including actual, reasonable attorney's fees, costs or damages for any death, injury, or damage to tangible personal property or real property in connection with the Agreement or arising from the performance of Services to the extent caused by the negligent acts or omissions or willful misconduct of its employees or its agents.

20. ASSIGNMENT. The Agreement may not be assigned by Customer without prior written permission from Company. Any attempt to assign any rights or delegate any duties or obligations, which arise under the Agreement without such permission, shall be void

21. DISPUTES. Each party irrevocably and unconditionally agrees that venue and jurisdiction for the resolution of any dispute, and the enforcement of any rights, in any way arising from or relating to this Agreement shall exclusively be the state and federal courts located in the State of Wisconsin. Each party hereby consents and submits to the exclusive jurisdiction and venue of such courts. The rights and obligations of a party shall survive completion of performance in accordance with the provisions of the Agreement and any Change Orders issued thereunder.

22. SEVERABILITY. Any provision or part thereof of the Agreement held to be void or unenforceable by any court shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The court may reform or replace such stricken provision or part thereof with a valid and enforceable provision, which expresses the intent of the stricken provision.

23. GOVERNING LAW. The Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin, without regard to conflicts of laws principles.

24. ENTIRE AGREEMENT. The Agreement, including all Change Orders issued thereunder, constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties. The Agreement may be amended only by a writing signed by the duly authorized representative of each party. The terms and conditions of any purchase order, acknowledgement, invoice, or other commercial form issued by Customer to Company are specifically excluded and shall not be deemed a part of or to modify or amend the Agreement, unless such other party expressly agrees in writing to be bound by such commercial form.

25. FORCE MAJEURE. Neither party shall be responsible or liable for delays or failure to perform related to any cause or contingency beyond its reasonable control including, without limitation, acts of God, floods, fires, explosions, extreme heat or cold, earthquakes, storms or other adverse weather; power shortages, epidemic or pandemic, transportation difficulties, strikes, lockouts or other industrial disturbances, wars, acts of terrorism or sabotage, or any law, rule, order or action of any court or instrumentality of the federal, state or local government.

26. NOTICES. Any notice provided for or concerning the Agreement shall be in writing and shall be deemed sufficiently given when sent by certified mail to the address as set forth in the Agreement.

Any notice provided for or concerning these Master Terms and Conditions shall be in writing and shall be deemed sufficiently given when sent by certified mail to the address as set forth below.

NAVIANT, INC.
201 Prairie Heights Drive
Verona, WI 53593

Authorized Signature

Print Name and Title

Date

CUSTOMER

Customer Name

Street Address

City, State Zip Code

Authorized Signature

Print Name and Title

Date

MASTER TERMS AND CONDITIONS

("TERMS")

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3. **SOFTWARE LICENSE.** Customer accepts license of Software in accordance with the terms of the applicable Licensor End User License Agreement ("EULA"). Ownership of intellectual property rights in the Software is set forth in the applicable EULA. As between said Licensor and Customer, Licensor shall retain all right, title and interest, including all intellectual property rights, in and to all documentation, code and data. Except as expressly set forth in these Terms, any warranties, obligations and liabilities of Licensor in relation to Software are set forth in the applicable EULA.

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10. **LIMITED WARRANTY-SOFTWARE.** COMPANY PASSES ON TO CUSTOMER, IF POSSIBLE, ANY WARRANTY OFFERED BY THE SOFTWARE LICENSOR. SHOULD THE SOFTWARE NOT OPERATE, YOUR EXCLUSIVE REMEDY SHALL BE AS PROVIDED BY THE SOFTWARE LICENSOR'S WARRANTY. EXCEPT AS EXPLICITLY PROVIDED HEREIN, THE SOFTWARE IS PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, **WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF NON-INFRINGEMENT, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.** COMPANY DOES NOT WARRANT THAT THE SOFTWARE OR ITS FUNCTIONS WILL MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. CUSTOMER BEARS ALL RISK RELATING TO CUSTOMER'S USE OF THE SOFTWARE.

11. **LIMITATION OF LIABILITY.** **COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING THE SERVICES OR THE SOFTWARE. COMPANY SHALL NOT BE LIABLE FOR ANY LOSS, DESTRUCTION, OR DAMAGE TO ANY DOCUMENTS OR DATA OF CUSTOMER, HOWEVER CAUSED. IT IS UNDERSTOOD AND AGREED BY THE CUSTOMER THAT COMPANY IS NOT AN INSURER. COMPANY STRONGLY ENCOURAGES CUSTOMER TO INSURE FOR THE RECOVERY OF THE INFORMATION CONTAINED WITHIN THEIR DOCUMENTS AND DATA VIA**

AVAILABLE MEANS, SUCH AS VALUABLE PAPERS INSURANCE AND CYBER LIABILITY INSURANCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, INDIRECT OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF REVENUE, DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS) ARISING OUT OF THIS AGREEMENT (WHETHER FOR BREACH OF AGREEMENT, TORT, NEGLIGENCE OR OTHER FORM OF ACTION), OR ITS CANCELLATION, IRRESPECTIVE OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT DIRECTLY GIVING RISE TO THE LIABILITY. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITY SET FORTH IN THE TERMS ARE INDEPENDENT OF ANY EXCLUSIVE OR LIMITED REMEDIES AND SHALL SURVIVE AND APPLY EVEN IF SUCH REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. NO ACTION ARISING OUT OF OR RELATED TO THE AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER SUCH CAUSE OF ACTION HAS ARISEN.

The County will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any County breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach.

12. CONFIDENTIAL INFORMATION. The separate Nondisclosure Agreement between the parties and which is part of the Agreement shall govern the protection of any confidential information disclosed by either party hereunder. If there is no Nondisclosure Agreement, all information disclosed by either party regardless of the form in which it is disclosed, is, and shall remain the confidential information of disclosing party ("Confidential Information"). The information contained in this and other Agreements between the parties is confidential and shall not be disclosed by either party without the prior written consent of the other party. Both parties shall protect such Confidential Information from disclosure to others with at least the same degree of care it exercises in protecting its own Confidential Information, but in no event less than a reasonable degree of care. The parties shall not duplicate or reproduce any Confidential Information without the express prior written consent of disclosing party. The parties shall not use any Confidential Information except as is contemplated by the Agreement. The parties shall enforce against its employees and agents these obligations of confidentiality. Notwithstanding the foregoing, information disclosed shall not be deemed to be Confidential Information if (a) receiving party establishes that the information was already known to receiving party, without any obligation to keep it confidential, at the time of its receipt from disclosing party, as evidenced by documents in the possession of receiving party prepared prior to disclosing party's disclosure, or (b) receiving party establishes that the information was publicly known at the time of its receipt by receiving party from disclosing party or has become publicly known other than by a breach of the Terms or other action or omission by receiving party. The Terms shall not prevent either party from disclosing Confidential Information to the extent required by law, provided that receiving party promptly notifies disclosing party to allow intervention and cooperates with disclosing party to contest or minimize the scope of the disclosure.

13. NON-SOLICITATION. During the term of the Agreement and for a period of two (2) years after the termination of the Agreement on any basis, neither party shall, directly or indirectly, solicit or induce, or attempt to solicit or induce, any employee or consultant of the other party to terminate their employment with or services to their employer. Each party recognizes and agrees that compliance with the preceding sentence is reasonable and necessary for the protection of each party's interest in their respective employees and consultants. In the event of a breach or any threatened breach, the parties acknowledge and agree that no adequate remedy at law exists for, and such provisions may be enforced by, any equitable remedy, including injunction, without bond and without limiting right to proceed to remedy at law. If the period of time or scope should be judged unreasonable in any court proceeding, then the parties agree that the court shall enforce such requirements and the period of time or scope shall be reduced by such time or scope that is deemed unreasonable, so that such non-solicitation provision may be enforced using such period of time or scope as is judged to be reasonable.

14. USE OF NAME. Unless otherwise authorized under the Agreement, neither party may represent that it is associated with the other party for its own promotional purposes without prior written permission of such other party.

15. CANCELLATION. Company may cancel the Agreement by written notice to Customer due to (a) Customer's material breach of, or failure to comply with, the Agreement or any of the Terms or any subsequent agreements between the parties; or (b) Customer filing a petition of any type as to its bankruptcy, being declared bankrupt, becoming insolvent, making an assignment for the benefit of creditors or going into liquidation or receivership. If Company cancels the Agreement as set forth above, Customer agrees to pay to Company all amounts due for Software ordered and Services performed prior to the effective date of termination and to indemnify and hold Company harmless from any amounts due by Company to third parties as a result of the cancellation. This Section and Sections 3, 4, 6, 8, 9, 10, 11, 12, 13, 14, and 19 shall survive any cancellation of this Agreement.

16. SOFTWARE AND SERVICES. Customer may only use the Software expressly permitted by the license granted in the applicable EULA. Without limiting the generality of the foregoing, the Software may not be resold, leased, sublicensed, distributed, or transferred in any way except as expressly permitted under the applicable EULA. Company may make any changes to the Software or Services or discontinue any of the Services at Company's sole discretion. The parties acknowledge and agree that Company, in the course of performing Services, may use or incorporate its pre-existing materials and other intellectual property developed or otherwise owned by Company ("Pre-Existing Intellectual Property"). Company shall at all times retain all rights to such Pre-Existing Intellectual Property and any Customer specific by-product of the utilization of Pre-Existing Intellectual Property for purposes of completing Services shall be considered intellectual property of Company and Customer is granted a perpetual license to utilize any by-product that is derived as a result of the requirements of the Agreement.

17. INDEPENDENT CONTRACTOR. In performance of all Services, Company shall be deemed to be an "independent contractor" and as such, shall not be entitled to any benefits applicable to the employees of the Customer. Company declares that it is engaged in an independent business and that similar services are provided for other customers and the Customer is not Company's sole and only customer. Neither party shall in any way be deemed to be an agent or representative of the other party. Neither party shall have any authority to bind or speak for the other party except as may be specifically given to such party in writing from time to time.

18. INSURANCE. Company shall maintain the following insurance coverages:

General Liability

Each Occurrence - \$2,000,000

General Aggregate - \$4,000,000
Products/Completed Operations Aggregate - \$2,000,000
Personal/Advertising Injury - \$1,000,000
Professional/Cyber Liability - \$5,000,000
Automobile Liability (Combined Single Limit - \$1,000,000
Umbrella Liability
Each Occurrence - \$10,000,000
General Aggregate - \$10,000,000
Workers Compensation and Employers' liability
Each Accident - \$500,000
Disease Policy Limit - \$500,000

19. **INDEMNIFICATION.** Subject to this Agreement, each party agrees to indemnify and hold harmless the other party, its officers, directors, agents and employees with respect to third party claims for any loss, including actual, reasonable attorney's fees, costs or damages for any death, injury, or damage to tangible personal property or real property in connection with the Agreement or arising from the performance of Services to the extent caused by the negligent acts or omissions or willful misconduct of its employees or its agents.

20. **ASSIGNMENT.** The Agreement may not be assigned by Customer without prior written permission from Company. Any attempt to assign any rights or delegate any duties or obligations, which arise under the Agreement without such permission, shall be void

21. **DISPUTES.** Each party irrevocably and unconditionally agrees that venue and jurisdiction for the resolution of any dispute, and the enforcement of any rights, in any way arising from or relating to this Agreement shall exclusively be the state and federal courts located Storey County in the State of Nevada. Each party hereby consents and submits to the exclusive jurisdiction and venue of such courts. The rights and obligations of a party shall survive completion of performance in accordance with the provisions of the Agreement and any Change Orders issued thereunder.

22. **SEVERABILITY.** Any provision or part thereof of the Agreement held to be void or unenforceable by any court shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The court may reform or replace such stricken provision or part thereof with a valid and enforceable provision, which expresses the intent of the stricken provision.

23. **GOVERNING LAW.** The Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada, without regard to conflicts of laws principles.

24. **ENTIRE AGREEMENT.** The Agreement, including all Change Orders issued thereunder, constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties. The Agreement may be amended only by a writing signed by the duly authorized representative of each party. The terms and conditions of any purchase order, acknowledgement, invoice, or other commercial form issued by Customer to Company are specifically excluded and shall not be deemed a part of or to modify or amend the Agreement, unless such other party expressly agrees in writing to be bound by such commercial form.

25. **FORCE MAJEURE.** Neither party shall be responsible or liable for delays or failure to perform related to any cause or contingency beyond its reasonable control including, without limitation, acts of God, floods, fires, explosions, extreme heat or cold, earthquakes, storms or other adverse weather; power shortages, epidemic or pandemic, transportation difficulties, strikes, lockouts or other industrial disturbances, wars, acts of terrorism or sabotage, or any law, rule, order or action of any court or instrumentality of the federal, state or local government.

26. **NOTICES.** Any notice provided for or concerning the Agreement shall be in writing and shall be deemed sufficiently given when sent by certified mail to the address as set forth in the Agreement.

Any notice provided for or concerning these Master Terms and Conditions shall be in writing and shall be deemed sufficiently given when sent by certified mail to the address as set forth below.

27. **TERMINATION FOR NON-APPROPRIATION.** The continuation of this Contract beyond the terms of office of the county commissioners approving this contract is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Board of County Commissioners. The County may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding for this Contract or a like item or service is not appropriated or is withdrawn, limited, or impaired.

28. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret", "private" or "confidential" provided that Contractor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

NAVIANT, INC.
201 Prairie Heights Drive
Verona, WI 53593

Authorized Signature

Print Name and Title

Date

CUSTOMER

Customer Name

Street Address

City, State Zip Code

Authorized Signature

Print Name and Title

Date



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 7/2/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5

Agenda Item Type: Discussion/Possible Action

- **Title:** Approval of the final draft of the Integrated Source Water Protection Plan (ISWPP). ISWPP is a comprehensive, voluntary approach designed to help local governments and communities develop and implement a plan that protects their drinking water supplies with an emphasis on groundwater resources. See Final Draft ISWPP Plan on the county website. Go to <https://www.storeycounty.org/517/Planning-Updates> then see Integrated Source Water Protection Plan under the Planning Updates list.
- **Recommended motion:** In accordance with the recommendation by staff, I [Commissioner], hereby move to approve the final draft of the Integrated Source Water Protection Plan.
- **Prepared by:** Kathy Canfield

Department: Planning

Contact Number: 775-847-1144

- **Staff Summary:** See Staff report.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** None
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

STOREY COUNTY PLANNING DEPARTMENT

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



To: Storey County Board of County Commissioners

From: Storey County Planning Department

Meeting Date: June 18, 2024

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

Staff Contact: Kathy Canfield

Request: Approval of the final draft of the Integrated Source Water Protection Plan (ISWPP). ISWPP is a comprehensive, voluntary approach designed to help local governments and communities develop and implement a plan that protects their drinking water supplies with an emphasis on groundwater resources. See Final Draft ISWPP Plan on the county website. Go to <https://www.storeycounty.org/517/Planning-Updates> then see **Integrated Source Water Protection Plan** under the Planning Updates list.

Background & Analysis:

Storey County, and the public water systems located within the County, were provided an opportunity to take advantage of a Nevada Division of Environmental Protection (NDEP) program to help develop an Integrated Source Water Protection Plan (ISWPP). ISWPP is a comprehensive, voluntary approach designed to help local governments and communities develop and implement a plan that protects their drinking water supplies with an emphasis on groundwater resources. Through NDEP, ISWPP helps communities protect their drinking water.

NDEP encourages, motivates and supports local source water protection activities; manages, shares and integrates source water protection information; develops federal, state and local source water protection partnerships; and integrates and implements source water protection at the state level. NDEP has contracted with a technical service provider, Resource Concepts, Inc. They assisted in every aspect of source water protection planning and implementation for public water systems and community stakeholders.

With the assistance of RCI, and other stakeholders, Storey County has set source water protection goals, identified sensitive drinking water protection areas or activities that could contaminate water sources, and have identified strategies to prevent drinking water contamination.

Both TRI-GID and Canyon GID are participating with NDEP in the development of a plan for their jurisdictions and identified Storey County as being an integral part of their plan development. Storey County with the assistance of RCI has developed the final draft for the voluntary plan for not only the water sources for

Storey County municipal service, but that also assists TRI-GID and Canyon GID in their goals.

Planning Commission:

Discussion of the initial ISWPP occurred at the February 15, 2024, Planning Commission meeting. Resource Concepts, Inc. (RCI) and the Nevada Department of Environmental Protection (NDEP) gave an overview of the topic and discussed what would occur for the plan development at that meeting.

At the June 6, 2024, Planning Commission meeting, the final draft of the document was presented to the Planning Commission. The Planning Commission asked some general questions about moving forward with the document and integrating some of the topics with the Master Plan goals.

It should be noted that this document process was shared with the Planning Commission to solicit comments and discussion, but this is not an identified role of the Planning Commission to review and make a formal recommendation to the Board of County Commissioners for this subject matter.

There was no public comment received at the meeting.

Recommended Motion: In accordance with the recommendation by staff, I [*Commissioner*], hereby move to approve the final draft of the Integrated Source Water Protection Plan.



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 7/2/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5

Agenda Item Type: Discussion/Possible Action

- **Title:** ROW Abandonment (File 2024-022). A request to abandon a portion of F Street and G Street rights-of-way located between Mill Street and Carson Street within the Miner's Park property in Virginia City, Storey County, Nevada. The rights-of-way to be abandoned will be consolidated into the adjacent parcels of land owned by Storey County and become one parcel. The rights-of-way to be abandoned are contained within APN 001-156-02, Virginia City, Storey County, NV.
- **Recommended motion:** In accordance with the recommendation by the Planning Commission and staff, the Findings of Fact under section 3.A of the Staff Report read into the record by County staff, and in compliance with all Conditions of Approval, I [Commissioner], hereby move to approve to abandon a portion of F Street and G Street rights-of-way located between Mill Street and Carson Street within the Miner's Park property in Virginia City, Storey County, Nevada. The rights-of-way to be abandoned will be consolidated into the adjacent parcels of land owned by Storey County and become one parcel. The rights-of-way to be abandoned are contained within APN 001-156-02.
- **Prepared by:** Kathy Canfield
- **Department:** Planning
- **Contact Number:** 775-847-1144
- **Staff Summary:** See staff report
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** None
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

STOREY COUNTY PLANNING DEPARTMENT

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



To: Storey County Board of County Commissioners

From: Storey County Planning Department

Meeting Date: June 18, 2024

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

Staff Contact: Kathy Canfield

File: 2024-022

Applicants: Storey County

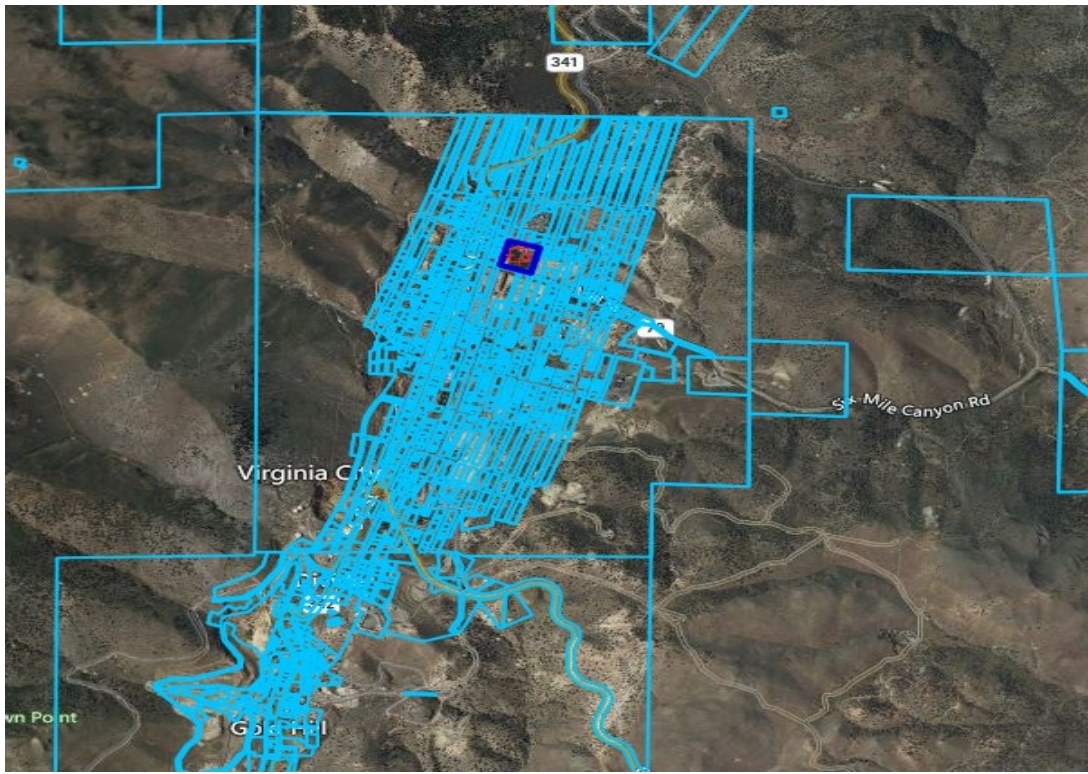
Property Location: A portion of F Street and G Street rights-of-way located between Mill Street and Carson Street within the Miner's Park property in Virginia City, Storey County, Nevada, APN 001-156-02.

Request: Abandon a portion of F Street and G Street rights-of-way located between Mill Street and Carson Street within the Miner's Park property in Virginia City, Storey County, Nevada. The rights-of-way to be abandoned will be consolidated into the adjacent parcels of land owned by Storey County and become one parcel. The rights-of-way to be abandoned are contained within APN 001-156-02.

Planning Commission: The Planning Commission heard this request at their June 6, 2024, meeting. There were no concerns identified and no public comment either written or at the meeting was received. The Planning Commission voted unanimously (7-0) to recommend approval of the abandonment request.

1. Background & Analysis

- A. Site Location & Background.** The proposed abandonment is an area of platted street rights-of-way located at the Miner's Park property in Virginia City, Nevada. These areas are not developed as streets or through-ways but as the overall park property which contains a baseball field, playground, swimming pool, senior center and the Community Chest public activities building (which includes a day care, library and public health facility. The abandonment is proposed to eliminate interior property lines and allow for future modifications to the park property. The abandonment will allow for more flexibility in siting improvements.



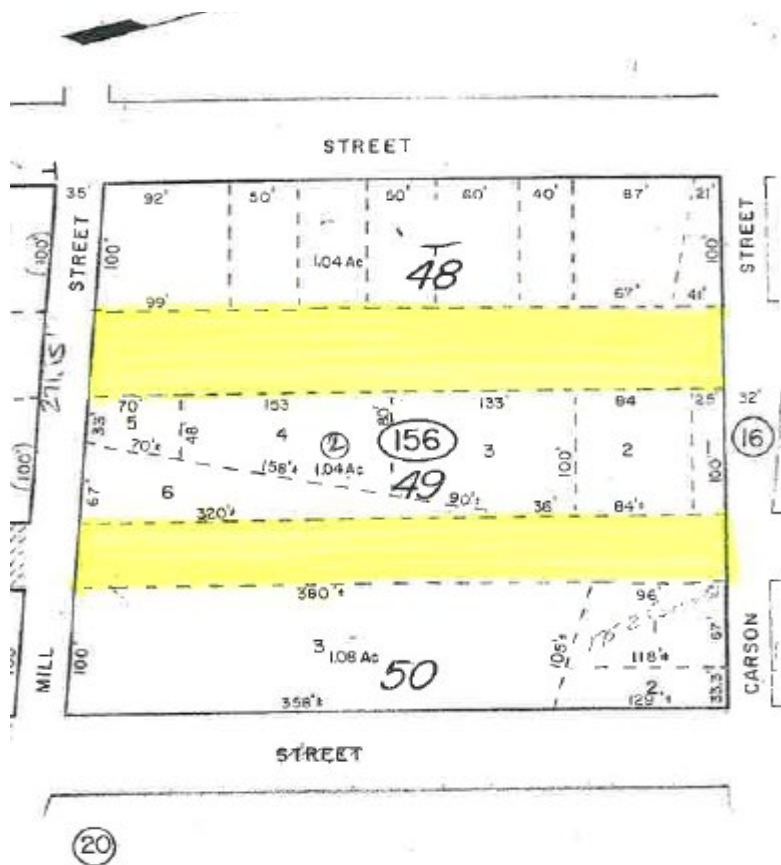
Vicinity Map of Virginia City



Location Map



Green hatched lines approximate right-of-way location to be abandoned, not to scale.



Yellow area is street rights-of-way to be abandoned.

- B. Proposed Project.** Storey County requests to abandon the platted rights-of-way of F Street and G Street, between Mill Street and Carson Street that fall within the Miner’s Park property. The purpose of the abandonment is to eliminate the property lines and rights-of-way through the center of the existing park site. Improvements to the site were made over the years and the issue of the rights-of-way were not addressed. Having property lines within the park site limit the flexibility of the overall site development. By abandoning these areas and consolidating the abandoned area and adjacent parcels, the area becomes one larger parcel. This eliminates designing the site to “paper” requirements rather than what actually fits to the overall site design.
- C. Abandonments.** Nevada Revised Statutes (NRS) 278.480 defines requirements for abandonment of a street or easement. Storey County has not adopted its own process and therefore follows the NRS process.

Storey County has followed a policy to not encourage abandonments of roadways within the Virginia City area. In the past, some roadways were abandoned and impacts to circulation for the town have been identified as the town has grown. Staff acknowledges the importance of keeping right-of-way for the public and public circulation patterns. In this specific case, it does not appear that the overall circulation patterns or public needs will be negatively impacted by the proposed abandonment. The area of abandonment will remain in public ownership. The site has been developed as a park, and use of the abandoned area as right-of-way or thoroughfare has not occurred in the recent past.

- D. Noticing.** NRS 278.480 requires additional noticing of the public beyond the typical noticing procedures of Storey County per NRS 278, NRS requires the project to be advertised in the newspaper (Comstock Chronicle, May 24, 2024 edition) and to notify each property owner abutting the proposed abandonment with a notice method that provides confirmation of delivery and does not require the signature of the recipient. In this case, Storey County is the only property owner abutting the area to be abandoned, so this noticing was not necessary. In addition, each public utility (NV Energy, AT&T, Storey County Public Works) serving the affected area was notified.

NV Energy, AT&T and the Storey County Public Works have reviewed the proposed abandonment and have no concerns.

- E. Adjacent Properties Existing Land Uses.** The area to be abandoned is located within P Public zoning district. All of the area immediately adjacent to the proposed abandoned right-of-way is owned by Storey County and are part of the Miner’s Park property.

2. Use Compatibility and Compliance

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

	Land Use	Master Plan Designation	Zoning Designation
Land to be Abandoned	Public Park	Public Facilities	P Public
Land to the North	Parking Lot, Residential	Mixed Use Commercial-Residential	CR Commercial Residential
Land to the East	Vacant (mining tailings)	Single Family Residential	R1 Residential
Land to the South	Hotel, vacant land	Mixed Use Commercial-Residential	CR Commercial Residential
Land to the West	Residential	Mixed Use Commercial-Residential	CR Commercial Residential

- B. Compliance with the Storey County Code.** Section 17.12.090 discusses Access and Right-of-Ways. This chapter states that “No commercial, industrial, or dwelling construction may be permitted on any parcel or lot not served by a public right-of-way of at least 50 feet in width, with a minimum public traveled way of 24 feet in width. “

The proposed abandonment will not eliminate any access to adjacent properties. The area to be abandoned is bordered on all sides by land owned by Storey County and will be consolidated into one large parcel of land with existing public access on all sides of the park. All parcels in the vicinity, whether developed or undeveloped, have other routes of access and this portion of the right-of-way is not used as access by any adjacent parcel. The area to be abandoned functions as a park site. The abandoned portion will be consolidated with the adjacent parcels and access to any existing utility lines located within the abandoned portion will be retained with an easement if necessary.

- C. Compliance with 2016 Storey County Master.**

This project is located within the V&T Midtown Area Specific Plan in Virginia City. The Master Plan does not specifically mention abandonments of roadways or access easements. This proposed abandonment will consolidate land that is currently being used for Miner’s Park. There are no specific concerns for this site identified in the Master Plan for additional consideration.

3. Findings of Fact

The Storey County Board of County Commissioners shall cite Findings in a recommended motion for approval, approval with conditions, or denial. The recommended approval, approval with conditions or denial of the requested Abandonment must be based on Findings. The Findings listed in the following subsections are the minimum to be cited. The Board of County Commissioners may include additional Findings in their decision.

- A. Motion for Approval.** The following Findings of Fact are the minimum to be cited for a recommendation of approval or approval with conditions. The following Findings are evident with regard to the requested Abandonment when the recommended conditions in Section 4 are applied. At a minimum, an approval or conditional approval must be based on the following Findings:

- (1) This approval is to abandon a portion of F Street and G Street rights-of-way located between Mill Street and Carson Street within the Miner’s Park property in Virginia

City, Storey County, Nevada. The rights-of-way to be abandoned will be consolidated into the adjacent parcels of land owned by Storey County and become one parcel. The rights-of-way to be abandoned are contained within APN 001-156-02.

- (2) The Abandonment complies with NRS 278.480 relating to Abandonment of a street or easement.
- (3) The Abandonment complies with all Federal, State, and County regulations pertaining to vacation or abandonment of streets or easements, including NRS 278.240.
- (4) The Abandonment will not impose substantial adverse impacts or safety hazards on the abutting properties or the surrounding vicinity.
- (5) The Abandonment will not cause the public to be materially injured by the proposed abandonment.
- (6) The conditions of approval for the requested Abandonment do not conflict with the minimum requirements in Storey County Code Chapters 17.12.090, General Provisions – Access and Right-of-Ways, or any other Federal, State, or County regulations.

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

- (1) Substantial evidence shows that the Abandonment is not consistent with the purpose, intent, and other specific requirement of Storey County Code Chapter 17.12.090, General Provisions, Access and Rights-of-Ways, or any other Federal, State, or County regulations, including NRS 278.480.
- (2) The Recommended Conditions of Approval for the Abandonment do not adequately mitigate potential adverse impacts on surrounding uses or protect against potential safety hazards for surrounding uses.

4. Recommended Conditions of Approval

All conditions must be met to the satisfaction of each applicable County Department, unless otherwise stated.

- A. Approval.** This approval is to abandon a portion of F Street and G Street rights-of-way located between Mill Street and Carson Street within the Miner's Park property in Virginia City, Storey County, Nevada. The rights-of-way to be abandoned will be consolidated into the adjacent parcels of land owned by Storey County and become one parcel. The rights-of-way to be abandoned are contained within APN 001-156-02.
- B. Abandonment Area.** The required map shall be in substantial conformance to the proposed request of abandonment of right-of-way described in the staff report. Any utilities located within the abandonment area shall be maintained and a public utility easement shall be created if necessary.

- C. Record of Survey Map.** The applicant shall submit to the Storey County Planning Department a Record of Survey map for review and approval prior to the map being recorded. The map must comply with Nevada Revised Statutes (NRS) and must comply with Federal, State, and County regulations. The map must show all parcel boundaries, consolidated parcel boundaries, easements and areas to be dedicated as easements if applicable, and rights-of-way. Upon acceptance of the map format, and completion of all other conditions of approval, the map may be recorded.
- D. Consolidation.** The Map shall demonstrate that the area of abandonment has been consolidated with the adjacent parcels into a legal lot of record.
- F. Duties of the Map Preparer.** The preparer of the proposed map shall meet all requirements pursuant to Nevada Revised Statutes.
- G. Null and Void.** The map must be recorded with the Storey County Recorder within 12 months of the Board's approval. If the map is not recorded by that time, this approval will become null and void.
- H. Indemnification.** The Property Owners warrants that the future use of land will conform to requirements of Storey County, State of Nevada, and applicable federal regulatory and legal requirements; further, the Property Owners warrant that continued and future use of the land shall so conform.

5. Public Comment

As of May 28, 2024, Staff have received no comments from the public.

NV Energy, AT&T and Storey County Public Works were all given written notification of the proposed project individually through email. Comments were received from all three entities and no concerns with the abandonment were identified.

6. Power of the Board

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

7. Proposed Motions

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

A. Recommended Motion (motion for approval)

In accordance with the recommendation by the Planning Commission and staff, the Findings of Fact under section 3.A of the Staff Report read into the record by County staff, and in compliance with all Conditions of Approval, I [*Commissioner*], hereby move to approve to abandon a portion of F Street and G Street rights-of-way located between Mill Street and Carson Street within the Miner's Park property in Virginia City, Storey County, Nevada. The rights-of-way to be abandoned will be consolidated into the adjacent parcels of land owned by Storey County and become one parcel. The rights-of-way to be abandoned are contained within APN 001-156-02.

B. Alternative Motion (motion for denial)

In accordance with the Findings of Fact under section 3.B of this report and other Findings against the recommendation by the Planning Commission and Staff read into the record by county staff, I [*Commissioner*], hereby move to deny a request to Abandon a portion of F Street and G Street rights-of-way located between Mill Street and Carson Street within the Miner's Park property in Virginia City, Storey County, Nevada. The rights-of-way to be abandoned will be consolidated into the adjacent parcels of land owned by Storey County and become one parcel. The rights-of-way to be abandoned are contained within APN 001-156-02.

APPENDIX 1

NRS 278.480

NRS 278.480 Vacation or abandonment of street or easement: Procedures, prerequisites and effect; appeal; reservation of certain easements; sale of vacated portion.

1. Except as otherwise provided in subsections 11 and 12, any abutting owner or local government desiring the vacation or abandonment of any street or easement owned by a city or a county, or any portion thereof, shall file a petition in writing with the planning commission or the governing body having jurisdiction.

2. The governing body may establish by ordinance a procedure by which, after compliance with the requirements for notification of public hearing set forth in this section, a vacation or abandonment of a street or an easement may be approved in conjunction with the approval of a tentative map pursuant to [NRS 278.349](#).

3. A government patent easement which is no longer required for a public purpose may be vacated by:

(a) The governing body; or

(b) The planning commission, hearing examiner or other designee, if authorized to take final action by the governing body,

↳ without conducting a hearing on the vacation if the applicant for the vacation obtains the written consent of each owner of property abutting the proposed vacation and any utility that is affected by the proposed vacation.

4. Except as otherwise provided in subsection 3, if any right-of-way or easement required for a public purpose that is owned by a city or a county is proposed to be vacated, the governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, shall, not less than 10 business days before the public hearing described in subsection 5:

(a) Notify each owner of property abutting the proposed abandonment. Such notice must be provided by mail pursuant to a method that provides confirmation of delivery and does not require the signature of the recipient.

(b) Cause a notice to be published at least once in a newspaper of general circulation in the city or county, setting forth the extent of the proposed abandonment and setting a date for public hearing.

5. Except as otherwise provided in subsection 6, if, upon public hearing, the governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, is satisfied that the public will not be materially injured by the proposed vacation, it shall order the street or easement vacated. The governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, may make the order conditional, and the order becomes effective only upon the fulfillment of the conditions prescribed. An applicant or other person aggrieved by the decision of the planning commission, hearing examiner or other designee may appeal the decision in accordance with the ordinance adopted pursuant to [NRS 278.3195](#).

6. In addition to any other applicable requirements set forth in this section, before vacating or abandoning a street, the governing body of the local government having jurisdiction over the street, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, shall provide each public utility and video service provider serving the affected area with written notice that a petition has been filed requesting the vacation or abandonment of the street. After receiving the written notice, the public utility or video service provider, as applicable, shall respond in writing, indicating either that the public utility or video service provider, as applicable, does not require an easement or that the public utility or video service provider, as applicable, wishes to request the reservation of an easement. If a public utility or video service provider indicates in writing that it wishes to request the reservation of an easement, the governing body of the local government having jurisdiction over the street that is proposed to be vacated or abandoned, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, shall reserve and convey an easement in favor of the public utility or video service provider, as applicable, and shall ensure that such easement is recorded in the office of the county recorder.

7. The order must be recorded in the office of the county recorder, if all the conditions of the order have been fulfilled, and upon the recordation, title to the street or easement reverts to the abutting property owners in the approximate proportion that the property was dedicated by the abutting property owners or their predecessors in interest. In the event of a partial vacation of a street where the vacated portion is separated from the property from which it was acquired by the unvacated portion of it, the governing body may sell the vacated portion upon such terms and conditions as it deems desirable and in the best interests of the city or county. If the governing body sells the vacated portion, it shall afford the right of first refusal to each abutting property owner as to that part of the vacated portion which abuts his or her property, but no action may be taken by the governing body to force the owner to purchase that portion and that portion may not be sold to any person other than the owner if the sale would result in a complete loss of access to a street from the abutting property.

8. If the street was acquired by dedication from the abutting property owners or their predecessors in interest, no payment is required for title to the proportionate part of the street reverted to each abutting property owner. If the street was not acquired by dedication, the governing body may make its order conditional upon payment by the abutting property owners for their proportionate part of the street of such consideration as the governing body determines to be reasonable.

If the governing body determines that the vacation has a public benefit, it may apply the benefit as an offset against a determination of reasonable consideration which did not take into account the public benefit.

9. If an easement for light and air owned by a city or a county is adjacent to a street vacated pursuant to the provisions of this section, the easement is vacated upon the vacation of the street.

10. In any vacation or abandonment of any street owned by a city or a county, or any portion thereof, the governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, may reserve and except therefrom all easements, rights or interests therein which the governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, deems desirable for the use of the city or county.

11. The governing body may establish by local ordinance a simplified procedure for the vacation or abandonment of an easement for a public utility owned or controlled by the governing body.

12. The governing body may establish by local ordinance a simplified procedure for the vacation or abandonment of a street for the purpose of conforming the legal description of real property to a recorded map or survey of the area in which the real property is located. Any such simplified procedure must include, without limitation, the requirements set forth in subsection 6.

13. As used in this section:

(a) "Government patent easement" means an easement for a public purpose owned by the governing body over land which was conveyed by a patent.

(b) "Public utility" has the meaning ascribed to it in [NRS 360.815](#).

(c) "Video service provider" has the meaning ascribed to it in [NRS 711.151](#).

[30:110:1941; 1931 NCL § 5063.29]—(NRS A [1967, 268, 696](#); [1969, 588](#); [1973, 1830](#); [1975, 164](#); [1977, 1506](#); [1979, 600](#); [1981, 165, 580](#); [1987, 663](#); [1993, 2580](#); [1997, 2436](#); [2001, 1451, 2815, 2822](#); [2007, 992](#); [2013, 700](#))


APPENDIX 2

NRS 278.240

NRS 278.240 Approval required for certain dedications, closures, abandonments, construction or authorizations.

Whenever the governing body of a city, county or region has adopted a master plan, or one or more elements thereof, for the city, county or region, or for a major section or district thereof, no street, square, park, or other public way, ground, or open space may be acquired by dedication or otherwise, except by bequest, and no street or public way may be closed or abandoned, and no public building or structure may be constructed or authorized in the area for which the master plan or one or more elements thereof has been adopted by the governing body unless the dedication, closure, abandonment, construction or authorization is approved in a manner consistent with the requirements of the governing body, board or commission having jurisdiction over such a matter.

[12:110:1941; 1931 NCL § 5063.11]—(NRS A [1997, 2419](#); [2013, 1508](#))

	<h2 style="text-align: center;">Board of Storey County Fire Commissioners</h2> <h3 style="text-align: center;">Agenda Action Report</h3>	
Meeting date: 7/2/2024 10:00 AM - BOCC Meeting	Estimate of Time Required: 10 mins	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval of modifications to the collective bargaining agreement between the Storey County Fire Protection District (Employer) and Storey County Fire Fighters' Association Local 4227 (Union).
- **Recommended motion:** In accordance with the recommendation by staff and the tentative agreement between Storey County Fire Protection District (Employer) and Storey County Fire Fighters' Association Local 4227 (Union), I (Fire Commissioner) hereby motion to approve the modifications to the 2023-2026 collective bargaining agreement between the parties.
- **Prepared by:** Brandie Lopez

Department: HR

Contact Number: 775-847-0968

- **Staff Summary:** Pursuant to NRS 288 and the bargaining agreements between Storey County Fire Protection District (Employer) and the Storey County Fire Fighters' Association Local 4227 (Union), the existing 2023-2026 bargaining agreement is proposed by management to the Board of Fire Commissioners be modified as tentatively agreed between the parties.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

BETWEEN

STOREY COUNTY FIRE PROTECTION
DISTRICT, NEVADA

AND

STOREY COUNTY FIRE FIGHTERS' ASSOCIATION IAFF LOCAL 4227

JULY 1, 2023 – JUNE 30, 2026

PREAMBLE

This Agreement is made and entered into at Virginia City, Nevada, pursuant to the provisions of the Nevada Revised Statutes, by and between the Storey County Fire Protection District, a Political Subdivision of the State of Nevada, hereinafter referred to as the Employer, and the Storey County Fire Fighters' Association, IAFF Local 4227, 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 adjustments of differences which may arise, and to provide proper standards of wages, hours, and other conditions of employment.

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2023-2026 Collective Bargaining Agreement - SCFFA/Storey County Fire Protection District

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SIGNATORIES TO AGREEMENT 47

DEFINITIONS

Anniversary Date: The date on which the employee starts work as indicated in-writing 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 may be 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, does not change an Anniversary Date.

Base Rate of Pay: The hourly rate of pay the employee is designated to receive within the pay range for the employee's classification, excluding incentive, shift differential, and other extra pay.

Days: Shall mean Storey County Fire Protection District working days - Monday through Friday, excluding holidays - unless otherwise stated.

Employee: An Employee in the bargaining unit who has successfully completed his/her probationary period or any extended probationary period and has been retained in the employ of Storey County Fire Protection District

Line Staff Employee: An Employee recognized as a Firefighter/AEMT, Firefighter/Paramedic, or Fire Captain.

Forty Hour Employee: ~~An~~ Employees of the Wildland and Prevention Divisions whose regular workweek shall on an average, be forty (40) hours.

Employee's Medical File: A separate confidential file which is maintained in the Human Resources Department and which contains only health-related matters, i.e., Workers' Compensation information, physical examination results, etc. Access to and the procedure for accessing this file is the same as for the Employee's personnel file.

Major Fraction: Fifteen (15) minute intervals of time.

Probationary Employee: An Employee who is undergoing a working test period during which the Employee is required to demonstrate his/her ability to carry out the duties for the position to which appointed, transferred, or promoted.

Regular Rate of Pay: The Employee's base rate of pay plus other additional pay for which the Employee's specific assignment may entitle him/her.

ARTICLE 1: RECOGNITION

1. The Employer hereby recognizes the Union as the exclusive collective bargaining unit for all Employees in the bargaining unit engaged in fire prevention and suppression in the Storey County Fire Protection District (District). The bargaining unit, Storey County Fire Fighters' Association IAFF Local 4227, represents both Supervisory and Non-Supervisory employees.
2. The following job class(es) shall be covered by this Agreement:
 - Firefighter/AEMT
 - Firefighter/Paramedic
 - Fire Captain
 - Fire Inspector I
 - Fire Inspector II
 - Firefighter/Wildland (Effective July 1, 2024)
 - Engineer/Wildland (Effective July 1, 2024)
 - HFEO/Wildland (Effective July 1, 2024)
 - Fire Captain/Wildland (Effective July 1, 2024)
3. 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 will notify the Union as to their intended action and allow Union input prior to adoption. Where the proposed changes or change impacts matters within the scope of mandatory bargaining as specified in NRS 288 and this Agreement, upon request from the bargaining agent, the Employer will enter into negotiations to the extent required by law or this Agreement.

ARTICLE 2: MANAGEMENT RIGHTS

Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation are outlined in NRS 288.

ARTICLE 3: WAGES

Biweekly Wages. All Employees will be paid on each biweekly Friday, with wages computed through the preceding Sunday. Annual and hourly wages are reflected in Appendix B.

1. Employees will be paid for hours worked during the work period. The District and Union agree to a 14-day, 106-hour work period for line Firefighters. Overtime will be paid in accordance with Article 5.
2. An employee's base rate is defined as the annual wage at their step divided by their annual scheduled hours. Forty (40) hours per week equals two-thousand and eighty (2080) annually and fifty-six (56) hours per week equals two thousand nine hundred and twelve (2912) annually.

3. An employee's regular rate of pay for purposes of overtime calculation is the employee's base rate under subpart 3 plus:
 - a. Incentive pay, per Article 40, that is a percentage (excludes fitness incentive)
 - b. Payment in lieu of health benefits, per Article 25
 - c. Acting Pay, per Article 29
 - d. Or any other type of pay required by the FLSA
4. The salary increases provided in Appendix B will be implemented the first day of the first full pay period of July.
5. An employee who is promoted to a higher classification must move to the next closest step from his/her former position but must receive no less than a 5 percent increase in base pay.

ARTICLE 4: HOURS OF WORK

1. The regular workday and workweek for forty-hour Employees shall consist of a forty (40) hour workweek. Any change in the number of hours in the workday or regular workweek shall be subject to negotiation, although a forty-hour Employee may be subject to working shift work as necessary, at the discretion of the Fire Chief.
2. The regular workday and workweek for line Firefighters shall consist of an average 24 hour day and 56 hour workweek.
3. The work schedule for Line Employees shall consist of forty-eight (48) hours on duty followed by ninety-six (96) hours off duty. Any changes in the work schedule shall be negotiated with the Union prior to implementing the changes.
4. The normal workday schedule for Line Employees is 0800 hours -1200 hours and 1300 hours - 1700 hours. Between the hours of 1700 through 0800, Employees shall respond to calls, conduct night drills on an as needed basis, complete incident reports, conduct training for volunteers on an as needed basis, ensure equipment is in a state of readiness, perform physical conditioning on an elective basis, and ensure facilities are clean and in operational order for the next shift and perform related tasks.

ARTICLE 5: OVERTIME COMPENSATION

1. Employees may be required to remain on duty beyond their regular shift or to work hours in addition to regularly scheduled hours.
 - a. Line Employees will be compensated for overtime work at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours or in excess of 106 hours in the 14-day work period.

- b. Forty-hour Employees will be compensated for overtime work at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours.
 - c. Overtime will be earned in increments of one-quarter (1/4) hours.
- 2. Overtime will be added to the payroll for the period during which the overtime is performed. If time is lost during the regular work week for unexcused absence, then overtime pay shall not prevail until the overtime hours worked exceed the unexcused absence hours. It is understood that nothing in this Article shall require payment for overtime hours not worked. All overtime must have previous authorization of the Supervisor or Fire Chief if compensation therefore is to be affected.
- 3. Line Employees required to remain on duty beyond their regular shift for emergencies such as an aircraft incident, multiple alarms, natural disaster, civil disorder, and the like shall be compensated at a rate of one and one-half (1-1/2) times the Employee's regular rate of pay for such overtime hours worked; and forty-hour Employees shall be compensated at a rate of one and one-half (1-1/2) times the Employee's regular rate of pay for such overtime hours worked.
- ~~4.~~ Line and Wildland Division Employees who are on out-of-district fire and other emergency incidents will be compensated portal to portal at overtime rate (one and one-half times the employee's regular rate of pay), excluding their normally scheduled work hours and scheduled trade days. Off-district project work shall be paid at actual hours worked.
- 5.4. Overtime shall be paid to any Employees who are required or requested by the Supervisor or Fire Chief to attend training sessions, seminars, conferences, etc. Overtime shall be paid for all travel time, including any early arrival time required at airports, train stations, bus depots, etc. Overtime shall be paid for all time spent attending the actual training session, seminar, conference, etc. Employees shall be covered for any compensable injury/illness covered by Workers' Compensation for the entire time the Employee is away from home, regardless of activity. Employees shall not be required to pay any out of pocket expenses for training sessions, seminars, conferences, etc.
- 6.5. Line position ~~O~~vertime shall be filled by Line Employee Bargaining Unit members. For the purposes of overtime to fill vacancies, an overtime/call-back staffing software system shall be agreed upon by the Union and the Fire Chief.
 - a. The staffing software shall include all bargaining unit members who desire to work overtime/call-back to fill vacancies in staffing. A rotation procedure will be utilized within the staffing software. The eligibility list will be established with the Employee with the most full-time continuous service with the Employer and will reset the same way each January 1st.
 - b. Members shall sign up for vacancies through the staffing software program. Members shall fill overtime in a rotation procedure agreed to by the parties using

the staffing software. Mandatory overtime may be required in the event Employees who are off duty are not available to fill vacancies.

ARTICLE 6: CALL BACK

1. Any Employee who is called back by his/her supervisor or the Fire Chief to work during hours outside his/her regularly scheduled shift, which hours will not abut his/her regularly scheduled shift hours, will receive a minimum of two (2) hours' pay at the applicable hourly rate regardless of the amount of time worked.
2. Call back for eligible Line Employees will be compensated for at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours. Call back for eligible forty-hour Employees will be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours. Ineligible employees will receive overtime pay for these hours if applicable. Eligibility for callback pay and contributions to the Public Employees' Retirement System (PERS) on call back pay will be in accordance with NRS 286 and policies adopted by the Nevada PERS Board (as amended).
3. Call-back shall be filled by Bargaining Unit members. For the purposes of call-back to fill vacancies, an overtime/call-back staffing software program list shall be utilized and agreed upon by the Union & the Fire Chief.
 - a. The staffing software shall include all bargaining unit members who desire to work overtime/call-back to fill vacancies in staffing. A rotation procedure will be incorporated as stated in Article 5 Overtime. The initial eligibility list will be established with the Employee with the most full-time continuous service with the Employer and reset the same way each January 1st.
 - b. All notifications for call back will be made through the staffing software program.
4. The on-duty Battalion Chief or his/her designee will be responsible for making notification for call back using the staffing software. If no bargaining unit member comes back to fill vacant shifts, the Fire Chief or his/her designee shall utilize Article 2 Management Rights to ensure that there are adequate staffing levels to meet the needs of the community.

ARTICLE 7: VACATION

1. 24-hour Employees will be granted vacation benefits as shown in the following table.

Years of Continuous Service	Vacation Earning Rate Bi-weekly Pay Period
Less than 5 years	8.31 hours (9/24 Hr. Shifts)
5 years but less than 10 years	9.23 hours 10/24 Hr. Shifts)
10 years but less than 15 years	10.16 hours (11/24 Hr. Shifts)
15 years but less than 20 years	11.08 hours (12/24 Hr. Shifts)
20 years or more	12 hours (13/24 Hr. Shifts)

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

Example:

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

Years of Service	Vacation Earning Rate and Result	
(<5 years)	8.31 hrs. x 26 =	216.06
(5 years)	9.23 hrs. x 26 =	239.98
(10 years)	10.16 hrs. x 26 =	264.16
(15 Years)	11.08 hrs. x 26 =	288.08
(20 years)	12.00 hrs. x 26 =	312.00

2. Forty hour (40) Employees will be granted vacation benefits as follows:

Years of Continuous Service	Vacation Earning Rate Bi-weekly Pay Period
Less than 5 years	5.31 hours
5 years but less than 10 years	6.46 hours
10 years but less than 15 years	7.31 hours
15 years but less than 20 years	8.31 hours
20 years or more	9.31 hours

Vacation credits shall be accrued for each pay period the Employee is in full pay status a major portion of his regularly scheduled biweekly hours. The following provides an example of the manner in which vacation is accrued for an employee on 8-hour shifts.

Example:

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

Years of Service	Vacation Earning Rate and Result	
(<5 years)	5.31 hrs. x 26 =	138.06
(5 years)	6.46 hrs. x 26 =	167.96
(10 years)	7.31 hrs. x 26 =	190.06
(15 years)	8.31 hrs. x 26 =	216.06
(20 years)	9.31 hrs. x 26 =	242.06

3. Maximum annual leave carry-over at the end of the last pay period of December even if the pay period does not actually end until January (e.g., ends on January 4 at 0800 hours):
 - a. 40-hour workweek = 240 hours maximum accrual.
 - b. 56-hour workweek = 336 hours maximum accrual

The annual accrual cap shall be based on calendar year and leave shall cease to accrue on January 1 of each year. An Employee shall be paid at his/her regular hourly rate for each hour of vacation time taken. Vacation taken during a biweekly period shall be charged before vacation earned during that pay period is credited. Holidays, as enumerated in this Agreement, occurring within the vacation period will not be counted against vacation hours.

4. Employees voluntarily separated from the Employer shall lose all rights for computing prior service upon reemployment by the Employer.
5. Upon termination of employment, other than for cause and following no less than five (5) consecutive years of regular full-time employment, each Employee shall be compensated at his/her regular hourly rate for his/her total vacation hours accrued, subject to the limitations in Section 3 of this Article.
6. The Fire Chief shall establish a Line Employee list and Forty Hour Employee list showing seniority within the Fire District to be used for vacation scheduling. The list shall be brought up to date annually and accessible by staff in the District shared drive. Employees will submit their requests through the staffing software as well as submitting leave request forms.
7. Vacation preferences shall be granted in order of seniority. For purposes of this Article, seniority shall be based on total full-time service with the District.
8. Employees shall request vacation leave by providing a minimum of fourteen (14) calendar days' notice. An exception to this fourteen (14) calendar day requirement may be granted by the Fire Chief or his/her designee after considering the circumstances that warrant such exception and the convenience and conventionality of the District.
9. For purposes of this Article, seniority shall be based on time in District service.
10. Vacation Leave for line employees will not be granted on the following holidays:
 - a. Thanksgiving.

- b. Family Day.
- c. Christmas Day.
- d. Christmas Eve.
- e. New Years Eve.
- f. New Years' Day.
- g. Fourth of July. No leave granted for the wildland division.

11. Employees are eligible to annually purchase up to either forty hours (40) or fifty-six hours (56) of annual leave based on their normal work schedule.

- i. Buyout must be requested by November 1st of that year to be paid out in the first full pay period in December on the District-approved form.
- ii. Employees may buy out down to 120 hours balance in their annual leave bank.

ARTICLE 8: SICK LEAVE

1. Sick leave hours shall accrue for each pay period the Employee is in full pay status for a majority of the Employee's regularly scheduled biweekly hours. Line Employees covered by this Agreement shall earn seven (7) hours of sick leave per biweekly pay period. Forty-hour Employees covered by this Agreement shall earn four and sixty-two hundredths (4.62) hours of sick leave per biweekly pay period. Up to 48 hours of Sick Leave may be used for any death in the family up to the 3rd degree of consanguinity/affinity in Appendix A with the approval of the Duty Officer.
2. Sick leave shall be granted when the Employee is incapacitated due to illness, injury, pregnancy, or childbirth. Sick leave shall be granted when the Employee is quarantined, receiving required medical or dental services or examinations, or upon injury or illness of the Employee's spouse, children, parents, or any other legal dependent. If an Employee does not have adequate accrued sick leave time, the Employee may be granted the use of other accrued leave time, if any, in lieu thereof. In no case, however, will sick leave time be used or granted as vacation time.
 - a. In all cases, the Employer's Family and Medical Leave Act (FMLA) provisions shall apply as a minimum.
3. Employees may donate sick leave time to those Employees that do not have adequate accrued sick leave time as provided in subsection 7 of this Article.
4. Sick leave shall be charged on the basis of actual time used to the nearest quarter (1/4) hour. Sick leave taken during a biweekly period shall be charged before sick leave earned that pay period is credited.
5. An Employee requesting sick leave may be required to provide the Battalion Chief with evidence acceptable to substantiate the request if required. If a physician's visit is required as a result of this request, it shall be on District time.

6. Upon termination of employment, other than for cause, each Employee shall be compensated at his/her base rate of hourly pay, for total sick leave hours accrued up to a maximum of one thousand three hundred thirty-three (1,333) hours for Line Employees and nine hundred fifty-two (952) hours for forty-hour Employees at the following rates.

Sick Leave Buy Out	
Years of Continuous Service	Rate of Pay
5 years but less than 10 years	35¢ on the Dollar
10 years but less than 20 years	50¢ on the Dollar
20 years or more	65¢ on the Dollar

a. Retirement Buy Out

- i. An additional \$0.10 on the dollar shall be provided to employees who serve 5 years or more years with the District that retire from the District. Retirement must be verified through NV PERS up to 1333 hours for 56 hour employees and 952 hours for forty-hour employees.

7. Catastrophic Leave

a. Request for Catastrophic Leave

- i. An Employee who is himself/herself affected by a catastrophe as defined in paragraph (a) may request, in-writing, that a specified number of hours of catastrophic leave be granted.
- ii. A catastrophe means the employee is unable to perform the duties of his/her position because of a serious illness or injury to the employee which is life threatening or which will require a lengthy convalescence. Lengthy convalescence means a period of disability that an attending physician expects to exceed ten (10) weeks.
- iii. The request must include:
1. The Employee's name, title, and classification, and
 2. A statement from a medical doctor certifying the limitations which prevent the Employee from being available for work and the expected duration of the limitations.

- iv. 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. If an Employee has requested leave from the catastrophic leave account within the previous three (3) years, the Employee may not receive any leave from the catastrophic leave account until s/he has been off work for forty (40) consecutive hours and has used all his/her accrued sick, annual, and other paid leave.
- v. An Employee who receives leave from the account for catastrophic leave is entitled to payment for that leave at a rate no greater than his/her own rate of pay.

b. Establishing the Catastrophic Leave Account

- i. The Fire Chief may establish an account for catastrophic leave at the request of a Fire District Employee. All Employees of the Fire District who are listed as part of this contract bargaining unit and who are eligible to use sick leave may use catastrophic leave and/or donate to catastrophic leave. Donations to and withdrawals from this account are restricted to Employees of the Fire District who are listed as part of this contract bargaining unit.
- ii. An employee may only receive leave from the catastrophic leave account if s/he independently contributes at least 8 hours per calendar year to the account.
- iii. A donating Employee may request, in writing, that a specified number of hours of his/her accrued annual or sick leave be transferred from his/her account to the catastrophic leave account.
- iv. The minimum number of hours that may be transferred is eight (8) hours. An Employee may not transfer sick leave to the account for catastrophic leave if the balance of his/her account after the transfer is less than three hundred thirty-six (336) hours for line staff and two hundred and forty (240) hours for 40-hour employees. Leave will be placed in a pool; however, the Employee may transfer hours to the catastrophic leave account for use by a particular Employee who has been determined to be eligible to receive the leave.
- v. Any hours of annual or sick leave that are transferred from any Employee's account to the catastrophic leave account may not be returned or restored to that Employee. This subsection does not prevent the Employee from receiving leave pursuant to section 7 (b) of this Article.

c. Direct Donation of Hours to Employee

- i. An employee who fails to qualify for use of leave from the catastrophic leave account, pursuant to the requirements set forth in subsection b, ii and iv, 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.

- d. Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used
 - i. The Fire Chief or his/her designee shall review the status of the limitations of the Employee and determine when the limitations no longer exist, based on appropriate medical review.
 - ii. The Fire Chief or his/her designee shall not grant any hours of leave from the catastrophic leave account after:
 1. The limitations cease to exist; or
 2. The Employee who is receiving the leave resigns or his/her employment with the District is terminated.
 - iii. Any leave which is received from the catastrophic leave account which was not used at the time the limitations cease to exist or upon the resignation or termination of the employment of the Employee must be returned to the catastrophic leave account.
- e. Maintenance of Records on Catastrophic Leave -- The District shall maintain the records and report to the Union any information concerning the use of catastrophic leave account.
- f. Substantiation of Limitations - The Fire Chief or his/her designee may require written substantiation of the limitations and expected duration by a physician of his/her choosing. Said physician shall be of equal or greater qualification as the treating physician. The cost of such written substantiation shall be borne by the District. Visits to said physician shall be on District time.

ARTICLE 9: HOLIDAYS

1. Regular paid holidays are:
 - New Year's Day (January 1)
 - Martin Luther King's Birthday (Third Monday in January)
 - Washington's Birthday (Third Monday in February)
 - Memorial Day (Last Monday in May)
 - Juneteenth (June 19)
 - Independence Day (July 4)
 - Labor Day (First Monday in September)

- Nevada Day (Last Friday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving (Friday following the fourth Thursday in November)
- Christmas Day (December 25)
- One Floating Holiday

One floating holiday per calendar year and any other day observed as a holiday by the Employer and declared a holiday by the governor of the State of Nevada and/or the President of the United States.

2. The Employer agrees to pay each Employee required to work twenty-four (24) hour shifts, six (6) hours of his/her base hourly rate.

3. Designated Holidays – Eligibility Requirements (40-Hour Employees Only):

The holiday compensation shall be equivalent to the employee's regularly scheduled shift – 8, 10, or 12 hours. If the employee is scheduled for six twelve-hour shifts, and one eight-hour shift, the holiday compensation will be twelve hours.

- a. Holidays worked. Employees required to work their regularly scheduled shift on a recognized holiday shall receive base rate of pay plus 1.5 the straight-time for the regularly scheduled shift. (Example: $1 + 1.5 = 2.5$)
- b. Holidays worked - overtime. Employees required to work overtime on a recognized holiday shall receive overtime compensation computed at 1.5 of base rate of pay for the overtime worked. (Example: $1 + 0.5 = 1.5$)
- c. Holidays not worked. Non-exempt employees who are not required to work on a recognized holiday shall receive holiday compensation equivalent to one regularly scheduled shift. (Example: $1 + 0 = 1$). If a non-exempt employee's regularly scheduled day off falls on a recognized holiday, the employee will be granted one shift off with pay during the workweek of the holiday. The day of that workweek to be taken off is subject to scheduling and upon mutual agreement of the employee and the supervisor.
- d. Compensation for regular part-time employees. Regular part-time non-exempt employees shall receive holiday compensation based on their regularly scheduled shift.
- e. Pay status. In order to receive holiday compensation, an employee must be in pay status immediately before and after the holiday.

4. Holiday Accrual

Holiday leave shall not be accrued except as may be provided by a collective bargaining agreement.

ARTICLE 10: SENIORITY

1. The Fire Chief shall establish a list showing seniority based on full-time continuous service with the District and full-time continuous service in his/her current position within the District, and it shall be brought up to date annually and will be emailed to all District employees via District email.
2. Seniority shall be based on total full-time continuous service within the District, except as otherwise provided in this Agreement.
3. A break in service of less than ninety (90) days or a break in service due to a personnel reduction shall not be considered as a break in continuous full-time service but shall not count toward full-time service.

ARTICLE 11: NON DISCRIMINATION

Employer and Union mutually agree to comply with NRS 288.140: Right of employee to join or refrain from joining employee organization; exceptions; discrimination by employer prohibited; limitations on nonmember acting on own behalf; and NRS 613.330: Unlawful employment practices: Discrimination on basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin; interference with aid or appliance for disability; refusal to permit service animal at place of employment. This Article is not subject to the grievance procedure.

ARTICLE 12: SAFETY AND HEALTH

1. A joint Safety Committee composed of two (2) representatives of the Union and two (2) representatives of management shall be established within thirty (30) workdays of signing of this Agreement. Each party shall also designate one (1) alternate.
2. The Committee will meet in a timely manner whenever a member notifies the chairman of the existence of a safety hazard.
3. There will be a first meeting of the Committee to establish the rotation procedure for the chairman.
4. If a majority of the Committee certifies the existence of a safety or health hazard and a majority certifies that adequate action has not been instituted and the Fire Chief fails to take corrective action, a report of the hazard may thereafter be made to OSHA or any other appropriate state or federal agency.
5. The Employer shall pay for a complete physical examination, including but not limited to, the physical examination set forth by NFPA, ANSI, and NRS 617. All Employees must have these physical examinations.

6. A copy of the results of all physical examinations will be placed in the Employee's health file located in the Human Resources Department. Progress regarding any conditions the examining physician reports needing to be resolved shall be monitored by the District with subsequent physical examinations as reasonably necessary. Such subsequent necessary physical examinations, but not treatment, must be paid for by the Employer.
7. The Employer shall provide adequate physical fitness equipment as resources permit per the recommendations of the Safety Committee.
8. The Employer and represented Employees shall comply with all laws, including Nevada OSHA, regulations, and ordinances relating to the Fire District.
9. Recognizing issues of safety related to the Fire District, all personnel working on the line shall meet the same standards, including but not limited to NFPA, ANSI, NRS and NAC.

ARTICLE 13: BULLETIN BOARDS

1. The Union may post notices involving Union business in the location and manner such notices are presently posted. All items to be posted on the bulletin boards must be signed by the Union President.
2. If the Union wishes a separate bulletin board, it may furnish and install a reasonably sized bulletin board (not to exceed four [4] square feet) in a location having reasonable access and visibility at all career fire stations.

ARTICLE 14: WORK RULES

1. The Employer may adopt rules and regulations consistent with the Nevada Revised Statutes and this Agreement. In addition to any other legal requirements (including NRS 288), no rule, regulation, or amendment or cancellation thereof shall become effective until discussed with the Union President to receive input prior to implementation. Where a change impacts matters within the scope of mandatory bargaining as specified in NRS 288 and this Agreement, upon request of the bargaining agent, the Employer will enter into negotiations to the extent required by law or this Agreement.
2. The parties agree that all directives, bulletins, policy procedures, operational notices, and other materials relating to the Fire District's operational policies and procedures shall be issued in a manner of proper index, consecutive number and date of issue and located in an area designated for such material. Said information shall be updated as needed.
3. A Forty Hour Employee cannot be reclassified as a fifty-six (56) hour per week Line Employee without, participating in an approved hiring and testing process for a recognized (56) hour per week Line Employee position. Fifty-six (56) hour employees cannot be reclassified as forty hour employees without participating in an approved hiring and/or testing process.

ARTICLE 15: UNION BUSINESS

Union business will comply with NRS 288. Representatives of the Union and its affiliates will be permitted to transact Union business on District property, provided that this shall not disrupt normal work. The Employer may require Union business to be conducted only during non-paid time, such as before work and after work, during breaks, and/or at 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. District email may be used internally to conduct Union business, but it shall be limited to all parties to this Agreement and subject to established District policies. The Union may post notices involving Union business in the location(s) and manner(s) as mutually agreed upon.

The Union may use the District's buildings for meetings if such use does not interfere with the operations of the District. The permission of the Fire Chief or his/her designee must be obtained before any meeting, but such permission may not be unreasonably withheld.

The Union acknowledges and agrees that the Union shall be solely responsible for the opening, closing, and securing of District 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 District buildings for Union meetings.

ARTICLE 16: UNIFORM ALLOWANCE

1. The Employer shall provide line staff with two (2) sets of structural firefighting pants, turnout coats, boots, gloves, hood(s), and gear bags, one (1) helmet, one (1) flashlight, and whatever standard safety equipment needed by the Employee and agreed to by the Safety Committee. The employer shall provide 2 sets of wildland pants, wildland shirt, and wildland gloves. In addition, the Employer will replace turnouts and safety equipment on an as needed basis when the Employer determines they are worn out, are no longer serviceable, or have been grossly contaminated.
2. The uniforms, turnouts and safety equipment will conform to all current safety standards such as, but not limited to, NFPA, OSHA, NIOSH and FEMA, etc.
3. The Employer shall provide each bargaining member ~~Employee~~ a uniform allowance of one thousand and one hundred dollars (\$1,100) for each year of this Agreement. Each yearly allowance shall be paid in two (2) equal lump sum payments, one on the first pay period in June of each year and the second on the first pay period of December of each year.

4. The Employer shall provide two (2) washers and one (1) dryer at each career staffed station. One washer shall be designated for non-contaminated items, and one washer shall be designated for contaminated items.
5. The Employer shall be responsible for the cleaning of all uniforms contaminated by any materials requiring decontamination that are not replaced as provided in Section 1 of this Article.
6. The Employer shall reimburse the Employee for the cost of repairing or replacing personal property which is lost, damaged, or destroyed at fires or related emergencies in the performance of his/her duties. The reimbursement shall be made within thirty (30) days from approval of the claim. The list of personal property shall include and be limited to prescription eyeglasses, including non-disposable contact lenses, watches, and multi-purpose tools (e.g., Leatherman, Gerber).
7. Any claims will be submitted to the Safety Committee for review and approval or denial. Reimbursement amounts shall be limited to one hundred twenty-five dollars (\$125.00) per claim for prescription eyewear; fifty dollars (\$50.00) per claim for watches and multi-purpose tools; and two hundred fifty dollars (\$250) in aggregate within the contract year.
- 7.8. The Employer shall provide wildland division employees with 2 sets of wildland pants, wildland shirt, helmet, pack, and wildland gloves. In addition, the Employer will replace PPE and safety equipment on an as needed basis when the Employer determines they are worn out, are no longer serviceable, or have been grossly contaminated.

ARTICLE 17: LEAVE FOR CIVIC DUTIES

Temporary Leave at full wages will be provided to the employee for jury duty, court appearances, and administrative proceedings arising out of the employee's employment with the District and for selective service examinations. An employee who is subpoenaed or otherwise required to appear in court or at administrative proceedings arising out of his/her employment with the District, 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.

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:

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.

The employee shall claim any jury, witness, or other fee to which s/he may be entitled by reason of the appearances described above and pay such fees, except travel mileage and expense reimbursement that was not covered by the employer, to the Storey County Treasurer within 5 working days of receipt, to be deposited by the applicable fund of the District.

Annual leave may be taken by the employee for court appearances or administrative proceedings, not related to employment with the District and not related to jury duty, in which the employee is a party or a witness.

An employee shall not receive pay from the employer for missed work time associated with court appearances in matters to which the employee is a party or is to serve as a witness for a party who has filed an action against an employer. The employee may, however, choose to use his/her annual leave.

ARTICLE 18: SERVICES CONNECTED DISABILITY

All eligible members shall be covered by a workers compensation program of the District'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 District will be provided which would cause the total amount received by the Employee from the service-connected disability and the District 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 District.
2. During the period when supplemental compensation is provided, the Employee will accrue sick and annual leave benefits as if s/he were in full-pay status. Further, during such period, the District will continue its full contribution toward the Employee's group medical insurance coverage, including his/her spouse and/or family as provided for otherwise in this Agreement.
3. It is the intent of the District 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 Storey County Treasurer.
4. 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 District

as provided by NRS 281.390. If the Employee is receiving no compensation for time missed from work through the workers' compensation program, the Employee must use leave benefits to fully account for any absence.

5. 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 through 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 Fire Chief in-writing with written notice to Personnel Director.
6. As a result of a licensed physician's evaluation and prognosis, it appears that the Employee will not return to his/her regular District job within a 12-month period, the District 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 24 Grievance Procedures.

ARTICLE 19. 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.

The Fire District shall follow the provisions for leave as outlined in NRS 281.145

The employee must provide the Fire Chief call-to-duty orders documentation within one shift 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 20: POLITICAL ACTIVITY

1. Employees may engage in political activity that is not prohibited by state laws.

2. Employees will not engage in political activity while on duty or in uniform. Political activity, for the purposes of this section of Article 20, is activity to elect or defeat any candidate, political party or ballot issue.
3. Applicable state and federal laws shall be followed when allowing Employees to vote in the electoral process.

ARTICLE 21. RETIREMENT

The Employer will pay all 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 Chapter 286 of NRS in respect to "Early Retirement."

If there is a PERS increase during the term of this contract (post July 1, 2020) said increase will be shared equally between the District and the Union members in accordance with NRS 286.421 (3) (a) (1). The Union members portion will be covered by reducing agreed upon chart increase by 50% of the PERS increase.

ARTICLE 22: PROGRESSIVE AND CORRECTIVE DISCIPLINARY ACTION

Progressive and corrective disciplinary action is designed to provide a fair and structured way for Employees to improve their job performance and/or behavior which do not meet the standards or demands of their position and to provide a system for fair and equitable treatment of those Employees who will not or cannot bring their performance up to expected standards without such structure.

1. It is the policy of the Employer, through a progressive and corrective discipline system, to give Employees an opportunity to improve their job performance and/or behavior which does not meet the standards or demands of their position. An Employee may be summarily dismissed (i.e., instant dismissal without notice) only in the event of gross misconduct or as circumstances warrant. The goal of the progressive and corrective discipline system is to correct or improve unsatisfactory performance/behavior, and the measures utilized will be commensurate with the deficiency to be corrected.
2. Progressive and corrective disciplinary action may begin at any of the steps defined in this section, depending on the seriousness of the offense committed, the frequency of occurrence, or the cumulative effect of multiple minor infractions.
 - a. Undocumented Verbal Warning – An undocumented verbal may be given to the Employee for the first occurrence of a minor offense.
 - b. Documented Verbal Warning/Reprimand - A verbal warning or reprimand is given to the Employee for the first occurrence of a minor offense. The warning is administered by the Employee's immediate supervisor or the Fire Chief.
 - c. Written Warning/Reprimand - A written or formal warning is given to the Employee in the first instance of more serious offenses or after repeated instances of minor

offenses. The warning is administered by the Employee's immediate supervisor or the Fire Chief. It states the nature of the offense and specifies any future disciplinary action which will be taken against the Employee if the offense is repeated within a specified time frame. A copy of the Written Warning/Reprimand and corresponding documentation are placed in the Employee's master personnel file. The Written Warning/Reprimand and corresponding documentation shall remain in the Employee's master personnel file for no less than fifteen (15) months, after which the records may be removed from the Employee's personnel file upon written request of the Employee directly to the Fire Chief, and validation of the Human Resources Director. The Employee is required to read and sign the formal warning and may attach a rebuttal which will be placed in the employee's personnel file along with the formal warning.

- d. Suspension Without Pay:
 - i. If the seriousness of the offense warrants or despite previous warnings an Employee still fails to reach the required standards in the specified time frame, the Employee may be suspended without pay. During Suspension, the Employee is barred from working for a predetermined period of time and his/her salary is docked accordingly. Suspension without pay actions may range from one (1) to ten (10) shifts for line personnel and one (1) to twenty (20) days for forty (40) hour personnel.
 - ii. An Employee may also be placed on Suspension without pay pending discharge. A decision to suspend pending discharge is made based on the reasons for the Discharge and is generally utilized when the Employee is suspected of gross misconduct or when his/her continued presence during the investigation period would be a disruption to normal Fire District business. If the Employee is found to have been Suspended inappropriately, pay and benefits for the period of Suspension will be reinstated (except that, if insurance has lapsed, coverage for time passed cannot be reinstated).
- e. Involuntary Demotion:
 - i. If the seriousness of the offense warrants or despite previous warnings an Employee still fails to reach the required standards in the specified time frame, the Employee may be demoted.
- 3. Dismissal - An Employee who fails to correct unsatisfactory performance/behavior during previous steps in the progressive discipline procedure will be terminated. In the case of a serious infraction (gross misconduct), an Employee may be summarily Dismissed (i.e., instant dismissal without notice) only in the event of gross misconduct, defined as acts which are intentional, wanton, willful, deliberate, and reckless, or in deliberate indifference to the Employer's interest, and only while on duty or specifically acting as an agent of the Employer without benefit of the progressive and corrective discipline's sequence of lesser actions.
- 4. Notice of Suspension, Involuntary Demotion, or Dismissal --All notices of Suspension, Involuntary Demotion, or Dismissal shall be given to the Employee in-writing, specifying

the action to be taken and the grounds upon which the action is based. The specification of charges shall include a statement of the job performance and/or behavior which does not meet the standards or demands of their position. The notice shall include a statement that the Employee has five (5) working days to meet with the Fire Chief or his/her designee to discuss the proposed action. The specification of charges shall be signed by the Fire Chief or his/her designee. The Fire Chief or his/her designee shall not Suspend, Involuntarily Demote, or Dismiss an Employee without giving ten (10) working days' notice prior to the action being taken.

The Fire Chief may serve notice upon an Employee by mail or personal service. If mailed, notice shall be mailed to the Employee at his/her last known address by USPS Certified Mail, Return Receipt Requested. Receipt shall be deemed the date of first attempt of delivery as indicated on the return receipt. Should notice be returned-to-sender, receipt shall be deemed to be on the third day after the date of mailing of the notice.

The Employee may be accompanied by a Union representative should the Employee decide to meet with the Fire Chief to review the charges. The Employee shall be given an opportunity to state his/her position as to whether there are true and reasonable grounds for the proposed action.

The discipline may be postponed to allow for the consideration of evidence the Employee produced and/or for further investigation of the Employee's response.

5. Appeals of Disciplinary Actions -Within ten (10) days of the date that disciplinary action of Suspension Without Pay, Involuntary Demotion, or Dismissal is implemented by the Fire Chief, the Union may appeal said disciplinary action to Arbitration as provided in Article 24 Grievance Procedure 3. Formal Levels, (c) Level 3.
6. Failure of the District or its designee to follow the steps or procedures outlined in this Article may be cause to file a grievance pursuant to Article 24 of this Agreement.

ARTICLE 23: PERSONNEL FILES

1. The Employer will maintain a personnel, training, and medical file on each Employee. The Employer shall maintain only one (1) set of these files on each Employee; personnel and medical files shall be maintained by the Human Resources Department. Training files shall be maintained by the Fire District. Individual health-related information for the Hazardous Materials (Haz-Mat) response units shall be maintained on those units, provided the Employee agrees, in-writing.
2. Any Employee has the right to review his/her personnel file and/or health file upon request in the Human Resources Department. Reasonable advance notice will be provided. This right is limited to the individual Employee to review his/her own personnel file and/or health file. However, an Employee may, with a notarized release form, permit his/her

personnel file and/or health file to be reviewed by a party so authorized, upon written request to the Human Resources Department.

3. 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 the denial shall be provided to the Employee in-writing.
4. Except as provided in Section 2 of this Article, only those people working in the Human Resources Department, the Fire Chief, and those people in the immediate chain of command of the Employee, as authorized by the Fire Chief, shall have access to an Employee's files. In addition, the Employer's authorized attorney/attorneys 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.
5. Any person accessing an Employee's files shall sign a file entry roster unless the access is the normal day-to-day access made by employees working in the Human Resources Department.
6. 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.
7. Any Employee under this policy, upon reviewing his/her personnel file and/or health file, who finds inaccurate or misleading material, may prepare and present to the Fire Chief a clarifying statement pertaining to the document in question requesting removal of said document from his/her personnel file and/or health file. Consultation with and approval from the Fire Chief is required prior to any action to remove material, that is not health-related, from a personnel file.
8. If requested by the Employee, the Union shall be notified, within three (3) working days, of any disciplinary materials placed in an Employee's files.

ARTICLE 24: 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 a group of employees who are covered by the provisions of this Agreement and who believe that 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 provided for in this Agreement.

- c. Day: Shall mean a weekday, Monday through Friday, excluding holidays.
2. Grievance Levels: The following formal Grievance Levels shall apply if informal discussions and attempts to resolve the matter between the Employee or Union and the immediate Supervisor are not successful. Disciplinary actions described in Article 22 Section 5 are not subject to Grievance Levels 1 and 2 of this Article, but shall immediately proceed to Level 3 of this Article.
- a. Level 1. Within ten (10) days of the event giving rise to a Grievance or from the date the Employee(s) could have reasonably been expected to have had knowledge of such event, the Employee(s) or Union may file a written Grievance with the directly involved duty officer. The statement shall contain a statement describing the Grievance, the specific section(s) of this Agreement allegedly violated, and the remedy requested. The duty officer may have a meeting with the Grievant and, within ten (10) days of receiving the Grievance, give a written answer to the Grievant and forward the Grievance and the answer to the Fire Chief.
 - b. Level 2. If the Grievant is not satisfied with the written answer at Level I, the Grievant or the Union may, within ten (10) days from the receipt of such answer, file a written appeal to the Fire Chief. Within fifteen (15) days of receipt of the written appeal, the Fire Chief or his/her designee, shall investigate the Grievance, which may include a meeting with the concerned parties, and give a written answer to the Grievant.
 - c. Level 3. Should the Grievant or Union wish to appeal the Fire Chief's decision, a written notification requesting Arbitration must be served upon the District within ten (10) days of the Fire Chief's decision.
 - d. With the consent of the parties, expedited Arbitration may be used.
 - e. The parties agree to solicit a list of seven (7) professional neutrals with public sector experience from the American Arbitration Association (AAA) and alternatively strike names from such list until one name remains. That remaining person so selected shall serve as the Arbitrator. For the first Arbitration, the party to strike first shall be determined by lot. Thereafter, the party to strike first shall alternate between the parties. Arbitrations shall be conducted in accordance with AAA rules.
3. Arbitration Costs. The costs of arbitration shall be borne as follows:
- a. The expenses, wages, and other compensation of any witness called before the Arbitrator shall be borne by the party calling such witness. Other expenses incurred such as professional services, consultations, preparation of briefs and data to be presented to the Arbitrator shall be borne separately by the respective parties.

- b. The Arbitrator's fees and expenses, and the cost of any hearing room, shall be borne by the losing party to the Arbitration. The Arbitrator will be required to specify the payor of costs.
 - c. 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 mutually agreed to share the cost. Any other party desiring a copy will pay for the copy. If the Arbitrator requires a reporter and transcript, the parties will share the cost equally.
- 4. Arbitrator Decision. The Arbitrator's decision shall be final and binding upon both parties. The arbitrator shall not have the power to modify, amend, or alter any terms or conditions of this Agreement.
- 5. General Provisions.
 - a. If a 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. If the District fails to respond with an answer within the given time period, the Grievant shall have the right to appeal to the next higher step.
 - c. Time limits and formal levels may be waived by mutual written consent of the parties.
 - d. Nothing contained herein shall preclude an Employee, with or without representation, from bringing a problem not covered herein through the chain of command to the Fire Chief.

ARTICLE 25: 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 one hundred percent (100%) of the monthly premiums for health insurance (to include hospitalization, major medical, dental, and vision) for Regular Full- Time Employees. The Employer agrees to pay a prorated percentage of monthly premiums for health insurance based on actual hours scheduled to be worked for Regular Part-Time Employees working at least twenty-one (21) hours but less than thirty (30) hours* per workweek. Employees working 30 hours or more are eligible for benefits equaling that provided to regular full-time employees. Employer agrees to pay \$40,000 in Life and Accidental Death and Dismemberment (AD&D) for the employee for the term of this Agreement.

*The federal Affordable Care Act (ACA) requires that employees working an average of 30 or more hours per week be eligible for health benefits coverage.

3. Employer agrees to pay eighty percent (80%) of the monthly premiums for health insurance base plan for the Employee's dependents (up to age 26) and eighty percent (80%) for the employee's spouse who is not eligible for government-sponsored (e.g., Medicare, Medicaid, Veterans Administration) or employer-sponsored health insurance coverage. If the Employee's spouse is eligible for any other government-sponsored or employer-sponsored health insurance coverage, the Employee may choose to cover his/her spouse on Employer's plan for a charge equal to fifty (50%) percent of the cost of the spouse's coverage. The District agrees to pay one hundred percent (100%) of the cost for dental insurance of the employee's dependents and spouse.
 - a. Each Employee shall provide on a District-provided affidavit to the HR office annual certification stating whether his/her spouse is eligible for any other government-sponsored or employer-sponsored health insurance coverage.
4. 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 fifty percent (50%) of the premium that the Employer would have paid for Employee only base plan coverage. Premium percentage will be paid to the employee via payroll once per month and will be considered taxable income. 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. No payment will be made if the Employer has reason to know that Employee or any other member of his/her expected tax family does not have, or will not have, the required alternative coverage. The Employee must also acknowledge that, in the event s/he no longer meet the criteria set forth above, s/he will no longer be eligible for payment from Employer and will immediately notify the Human Resources office. Failure to notify Human Resources will lead to cost recovery from the employee.
5. 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 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 PEBP shall be responsible for the payment of any excess difference in cost for the coverage elected. Employer contributions to retiree coverage will stop at age 65 or when the Retiree becomes eligible for Medicare Part A and Part B.
6. Legal Liability - NRS Chapter 41 shall apply to represented employees, as appropriate.
7. Employees may elect to cash out up to forty (40) or fifty-six (56) hours based on their

assigned work schedule, of accrued sick leave annually as a HSA contribution, provided they maintain 240 hours in their sick leave bank. This election takes place twice annually in the second full pay period in June and December. Signed request must be submitted with the employee's timecard. Total annual contributions to the HSA cannot exceed limits outlined within law.

8. The District will provide a subscription to an air ambulance service for all District employees at no cost to the employee.
9. Each employee, on an eligible plan, shall receive an annual preload of \$500.00 into their HSA, to be paid out in the first pay period of each fiscal year. Employees who are not currently enrolled on the District insurance program shall not be entitled to this preload. Any employee who joins the District plan after July 1st will not be eligible until the following July 1st for the \$500.00 preload.

ARTICLE 26: 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 request in writing that such deductions be made. The Employer will not honor any blanket request by the Union for payroll deductions.
2. The total amount of deductions shall be remitted by the Employer to the Treasurer of the Union by the deposit of said deductions to the bank account of the Union, the bank to be designated by the Treasurer of the Union, as soon as reasonably possible after the end of the pay period in question.
3. This authorization for payroll deduction of dues shall remain in full force and effect during the term of this Agreement, provided, however, individual Employees may rescind a request that dues be deducted at any time, and such written revision will be honored by the Employer.
4. The Union will indemnify, defend, and hold the Employer harmless against any claims made and against any suits instituted against the Employer on account of any action taken or not taken by the Employer in good faith under the provisions of this Article.
5. The Employer agrees to provide an automatic payroll check deposit program. Those Employees wishing to participate in this program will have the net amount of their paycheck automatically deposited to their bank account. This automatic deposit will be submitted no later than Friday morning of the payday week. Automatic deposits can be made by the Employer to any bank or savings and loan with a bank routing number. On payday, instead of a paycheck, participating Employees will receive a voucher detailing their gross pay, deductions, sick and vacation hour balances, and number of hours at the given pay rate.
6. 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. In this connection, all other legal and required deductions have priority over Union dues.

ARTICLE 27: EDUCATION AND DEVELOPMENT

An Employee will be reimbursed for education training courses in accordance with this Article and District Policy.

1. The training must be related to the required skill or education for the Employee's current position or to a logical career path with the Employer.
2. Only bargaining unit Employees will be eligible for reimbursement for course work after successful completion of the employment probationary period. Further eligibility may be determined by the Fire Chief in accordance with the District's training program.
3. Employees will be reimbursed up to Two Thousand, Two Hundred and Thirty Dollars (\$2230.00) per fiscal year. There will be no reimbursement if the cost is assumed by any other institution, scholarship, or grant-in-aid.
4. Any education reimbursement funds not used by the beginning of the fourth quarter (April 1st) of the fiscal year will be placed into a pool that may be drawn upon by Employees who have exhausted their education reimbursement funds for the current fiscal year, up to a max of an additional Five Hundred Dollars (\$500.00). In order to draw from the education reimbursement fund pool, the Employee must apply and receive approval by the Fire Chief or their designee on or after April 1st. If an employee receives the additional Five Hundred Dollars (\$500.00) reimbursement, that additional Five Hundred Dollars (\$500.00) must be used before the end of the fourth quarter (June 30th) of the fiscal year. No reimbursement funds issued in the current fiscal year will carry-over into the subsequent fiscal year.
5. Reimbursable expenses shall be restricted to tuition and course fees. Lodging (based on GSA per diem or District policy for current year) and travel (mileage reimbursement based on current GSA category "If use of privately owned automobile is authorized or if no Government-furnished automobile is available" or District policy for the current fiscal year) will be reimbursed if the training class is in the interest of the District. While courses shall be normally taken on the Employee's own time, exception may be granted by the Fire Chief, in which case hours from work will cause no adverse impacts to his/her duties and other Employees in the workplace, and which hours from work must be deducted from earned Vacation or Training leave or be recorded as an unpaid excused absence. All training subject to reimbursement must be approved by the Fire Chief or their designee.
6. Employees shall be allowed to use a portion of their Two Thousand, Two Hundred and Thirty Dollars (\$2230.00) Education and Development reimbursement allotment to attend a maximum of six (6) units (typically two courses) per fiscal year with prior

approval of the Fire Chief. These courses must be taken from an accredited college or university and count towards a degree program consistent with their current position, or to a logical career path within the fire service. These may include, but are not limited to, English, Math, Humanities, Science, Engineering, Business Administration, Public Administration, Emergency Management, or any fire service-related course of study. This is a reimbursement process in which Employee is responsible for providing proof that they completed the class with a minimum grade of “B” eighty (80%).

7. To obtain reimbursement, the course must be taken from a recognized and accredited college, university, or training institution. The Employee shall provide valid evidence that s/he completed the course with a minimum grade of “B” eighty (80%). If the course is of a nature that no grade is given (i.e., pass or fail), the Employee must provide to the Employer a certificate of completion or other valid documentation showing satisfactory passage of the courses.
8. The employee shall receive the regular rate of pay during training and education which takes place during the employee’s regular schedule shift period and otherwise as required by the federal Fair Labor Standards Act (FLSA).
9. All bargaining unit members shall be eligible to receive up to forty-eight (48) hours of Training leave per fiscal year. Training leave shall only be used for high hazard trainings (e.g., rope rescue, hazmat, live-fire, etc.) and only during hours in which the high hazard training occurs. Training leave must be approved by the training division prior to the member participating in the training.

ARTICLE 28: PERSONNEL REDUCTION

In the event of a personnel reduction in accordance with Article 2 of this Agreement, such reduction shall be affected as follows:

1. The Employee with the least seniority in the affected classification shall be laid-off first.
2. Any Employee being laid-off shall have the option of accepting a voluntary demotion to a lower classification within the District, provided the employee has occupied the lower class with the District.
3. If an Employee being laid-off elects to accept a voluntary demotion, then the Employee in the lower classification with the least total seniority with the Fire District shall be laid-off, and, if the demoted Employee has the least total seniority with the Employer, s/he will be the one to be laid-off. An Employee who accepts a voluntary demotion shall be placed at a step in the salary range that is closest to his/her current salary. However, in no instance shall an Employee be paid more than the top of the salary range of the lower job class.
4. The laid-off Employee shall remain on a recall list for two (2) years following the date of lay-off, provided, however, the laid-off Employee shall be removed from the recall list

if the laid-off Employee fails to report for duty within fifteen (15) working days of certified mailing of notice of recall to Fire District employment.

5. No new Employee shall be hired, subject to Section 4, until the last-laid off Employee has been given the opportunity to return to work.

ARTICLE 29: ACTING IN A HIGHER CLASSIFICATION OR DUAL-ROLE CAPACITY.

1. When a Firefighter is assigned by the Fire Chief or Fire Chief's Designee to temporarily fill a Captain vacancy, the Firefighter shall be entitled to five percent (5%) of his/her base pay for the time served in acting classification. A Firefighter and/or engineer assigned to an engine on off-district assignments as an Engine Boss shall receive the same five percent (5%) to his/her base pay during the time of the assignment.
2. A Captain may be assigned by the Fire Chief or Fire Chief's Designee to fill the role of Battalion Chief when a normally scheduled Battalion Chief is unavailable. In such instances, the Captain shall be entitled five percent (5%) of his/her base pay for the time served in acting classification.
3. A Fire Inspector may be assigned by the Fire Chief or Fire Chief's Designee to fill the role of Fire Marshall in his/her absence. Only a Fire Inspector with the required qualifications of the Fire Marshall, can be assigned to fill the role of Fire Marshall and shall be entitled five percent (5%) of his/her base pay for the time served in acting classification.
4. Fire Inspector shall not be eligible to fill the role of Captain, "Acting" Captain, Battalion Chief or "Acting" Battalion Chief.

4.5. Wildland division employees shall be entitled to five percent (5%) of his/her base pay for any time served in an acting classification. Wildland division employees are only eligible to act in positions at a higher rate within the Wildland division.

ARTICLE 30: STRIKES AND LOCKOUTS

1. 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.
2. 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 31: SHIFT TRADES

1. Represented Employees may request to trade shifts in the event that it does not interfere with the operation of the Fire District. Employees who trade shifts must occupy the same job classification and otherwise be qualified to perform the duties of the job class.

2. No obligation, financial or otherwise, shall accrue to the Employer on account of such shift trades. Therefore, hours worked by an Employee working a shift as the result of a shift trade shall be excluded from any overtime calculation. However, the regularly scheduled Employee shall be compensated as if s/he had worked his/her normal schedule for the traded shift.
3. Where overtime is required as the result of an Employee's inability to fill a shift trade, the Employee failing to fill a shift shall have his/her annual leave balance reduced up to twenty-four (24) hours, or up to thirty-six (36) hours if overtime payment is required.
4. Three-way shift trades are prohibited except under emergency conditions, as determined by the Supervisor.
5. Employees shall be permitted to take a maximum of 480 hours off of shift trade per calendar year. Shift trades shall not interfere with the operation, administration, or safety of the Fire District.
6. Nothing herein shall be construed to diminish the Employer's management rights under NRS 288 or the Management Rights clause hereof.
7. Probationary employees shall not be granted shift trades during the first 6 months of employment without prior approval of the Fire Chief.
8. A shift trade is only permitted upon documented approval by the Fire Chief or his/her designee.

ARTICLE 32: DEATH IN FAMILY

An Line staff e~~Employees~~ shall be granted up to four (4) shifts off for a total of 96 hours, and 40-hour employees shall be granted up to ten (10) shifts off for a total of (80) hours -with pay per occurrence without loss of any accrued time to attend a funeral and tend to family affairs for a family member within the first degree of consanguinity or affinity (Appendix A).

ARTICLE 33: 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 a member for refusing to submit to polygraph examinations. Testimony regarding whether an Employee refused to submit to polygraph examination shall be confined to the fact that, "The Storey County Fire Protection District does not compel personnel to submit to polygraph examinations." This Article, however, does not apply to applicants in the hiring process.

ARTICLE 34: AMENDING PROCEDURE

It is agreed that no provision of this Agreement may be amended without the mutual agreement of the parties.

ARTICLE 35: PREVAILING RIGHTS

1. 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 contract, will not be diminished without mutual consent of the parties.
2. There will be no change in any Article or subject matter covered by this Agreement without the mutual consent of the parties.
3. 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 36: COMMUNICABLE DISEASE

1. In the event an Employee covered under this Agreement or his/her supervisor suspects that, as a result of the course of duty, s/he has been exposed to or is the carrier of a serious communicable disease; the Employee may be relieved of duty without the loss of any pay or sick leave and shall be taken immediately to a local emergency hospital for diagnosis and treatment. It shall be the responsibility of the supervisor to determine if or when the Employee is permitted to leave duty for this purpose.
2. The Employee shall be provided with preventive measures designed to protect the Employee against communicable diseases. These measures shall include, but are not limited to, medical procedures such as hepatitis and other vaccines and blood tests, and Bodily Substance Isolation (BSI) such as, gloves, masks, and other products, equipment, and procedures that are intended to detect, prevent, or impede communicable disease. The use of BSI shall be required by a supervisor if it appears the nonuse of this equipment may endanger the Employee or another Employee. Participation in any medical procedures, such as vaccination and testing, shall be at the discretion of the Employee, and the Employer shall not be held responsible for any consequences to the Employee as a result of the Employee having or not having received any vaccinations or tests or his/her refusal to use BSI. This does not waive the Employee's rights under Workers' Compensation.

ARTICLE 37: TRANSFER OF FUNCTION

1. The District 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 Fire District services prior to or upon any decision to consolidate or any other form of placement or transfer. Nothing in this Article will prevent

the District from making any decisions to consolidate or any other form of placement or transfer to another entity.

2. The District will notify the Union by telephone the next workday of any decisions regarding consolidation or any other form of transfer or placement. A written notice will also be sent to the Union within five (5) days of the decision. For purposes of this Article, a day is defined as Monday through Friday, excluding Saturday, Sunday, and holidays.
3. This Agreement shall be binding upon the successors and assignees 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 38: SAVINGS CLAUSE

1. This Agreement is the entire agreement of the parties.
2. 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 39: LEAVE 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 District's Family and Medical Leave Act (FMLA) Policy 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) workdays' 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. Leaves of absence without pay may be granted by the Fire Chief and Personnel Director for medical disability when an Employee has exhausted paid Sick Leave or for personal reasons. Policies regarding each are as follows:
 - a. Medical - 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 180 calendar days.

- b. Personal - Leaves of absence without pay for purposes other than medical/disability may be granted at the discretion of the Fire Chief
 - i. An Employee who requests a leave of absence for Vacation or similar purposes is required to exhaust accrued Vacation time prior to the start of an unpaid leave of absence of more than five (5) workdays. 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 Fire Chiefs discretion. However, in all cases where a leave in excess of ninety (90) calendar days is requested, Vacation accrual must first be exhausted.
 - ii. Personal leaves of absence without pay may be granted for a maximum of six (6) months.

4. Effect of Leave of Absence without Pay on Employee Benefits

- a. Time spent on an unpaid leave of absence of over thirty (30) calendar days will not be counted as time employed in determining an Employee's eligibility for benefits that accrue on the basis of length of employment.
- b. An Employee on an unpaid leave of absence of over thirty (30) calendar days shall not be entitled to receive District-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.
- c. Upon notifying the District of his/her intention to return to employment, an Employee shall be reinstated to his/her original job.
- d. Upon return from any unpaid leave of absence over thirty (30) calendar days, the Employee's anniversary date will be adjusted by the amount of time out of pay status.

5. Procedures and Responsibilities

- a. Employee - Employees seeking a leave of absence are required to:
 - i. Notify the Fire Chief as far as possible in advance of the need for a leave of absence.
 - ii. Obtain and complete an "Absence Request" form and submit it for approval to the Fire Chief (forms available from Human Resources or Supervisor).
 - iii. Provide support documentation such as a physician's written statement, military orders, adoption papers, etc. (if applicable).

- iv. If approved during the leave, maintain contact with the District regarding prognosis and/or possible return date. Notify supervisor at earliest possible date of intended date of return.
- v. If an extension of the leave of absence becomes necessary, a written request must be submitted to the Supervisor prior to the expiration of the leave of absence.
- b. Supervisor- The Employee's Captain will review the "Absence Request" and forward it to the Fire Chief with his/her recommendation/comments.
 - i. The Fire Chief will review and act upon a request for leave of absence in consideration of the following factors:
 - 1. The purpose for which the leave is requested;
 - 2. The length of time the Employee will be away; and
 - 3. The effect the leave will have on the ability of the District to carry out its responsibilities.
 - ii. The Fire Chief may approve a leave of absence without pay of five (5) calendar days or less.
 - iii. A leave of absence without pay over five (5) calendar days must have recommendation from the Fire Chief and Human Resources Director
 - iv. Approved requests are forwarded to the Human Resources Department for appropriate disposition.
 - v. The Captain will ensure that a properly coded time sheet is submitted biweekly to the Finance Division during the duration of the approved leave.
 - vi. The Fire Chief may approve twenty-four (24) hours of leave to an Employee for emergency leave, without loss of any accrued time.

ARTICLE 40: INCENTIVE PAY

- 1. Employees will be granted incentive pay as follows:

Incentive Category	Annual Incentive Pay Rate
Category 1: Education Degree	

Applied Associates Degree in Fire Science	2.5% of base rate of pay
Bachelor’s Degree in Fire Science, Emergency Management, Chemistry, Mathematics, Business Management, or field directly related to the duties of the employee’s position	3.0% of base rate of pay
Category 2: Operations Certification	
Current Hazmat Technician Level Certification (Maximum of 12)	2.0% of base rate of pay
Technical Rescue Technician (see paragraph 11) (Maximum of 9)	2.5% of base rate of pay
Paramedic-Captain	2.0% of base rate of pay
Category 3: Current Instructor Certification	
1. CPR and First-Aid Instructor	2.5% of base rate of pay
2. Fire Service Instructor 1 / Fire Service Instructor 2	
3. EMS Instructor	
4. PALS Instructor	
5. ACLS Instructor	
6. ITLS or PHTLS Instructor	
Category 4: Fitness	
Meeting Annual Fitness Standards	\$1,000 annual incentive

Category 5: Fire Inspector Only	
Applied Associate Degree in Fire Science	2.5% of base rate of pay

Bachelor's Degree in Fire Science, Emergency Management, Chemistry, Mathematics, Business Management, or field directly related to the duties of the employee's position	3.0% of base rate of pay
Fire Service Instructor	2.5% of base rate of pay
Meeting Annual Fitness Standards	\$1,000 annual incentive
Advanced Emergency Medical Technician (AEMT)	2.0% of base rate of pay
ICC or NFPA Fire Plans Examiner (Fire Inspector 1 only) ICC or NFPA Fire Code Specialist (Fire Inspector 2 only)	2.5% of base rate of pay
Fire Investigator (IAAI)	2.5% of base rate of pay
Category 6: Preceptor	
Preceptor (Must hold current EMS Instructor Certification)	5.0% of base rate of pay Maximum of 240 hours
<u>Category 7: Wildland Division Only</u>	
<u>Applied Associates Degree in Fire Science or field directly related to the duties of the position</u>	<u>2.5% of base rate of pay</u>
<u>Bachelor's Degree in Fire Science, Emergency Management, Forestry/ Range Management, Forestry/ Range Ecology, Natural Resource Management, or field directly related to the duties of the position</u>	<u>3.0% of base rate of pay</u>
<u>Category 8: Operations Certification</u>	
<u>State of Nevada or IFSAC Firefighter 1</u>	<u>2% of base rate of pay</u>
<u>State of Nevada or National Registry EMT/ EMT-Advanced or Paramedic Certification with NV Ambulance attendant license</u>	<u>2% of base rate of pay</u>
<u>NWCG "Unit Leader" qualification (i.e. Strike Team Leader, Situation Unit Leader, Resource Unit Leader, etc.)</u>	<u>2% of base rate of pay</u>
<u>NWCG Division/ Group Supervisor or Type 3 Incident Commander or Section Chief level qualification</u>	<u>3% of base rate of pay</u>

Category 9: Current Instructor Certification

NWCG Facilitative Instructor (M-410) Certification

2.5% of base rate of pay

2. Maximum Incentive: Employees are eligible to receive incentive pay for all three (3) categories as described in this Article for a total of no more than 14.5 percent of base rate of pay in annual incentive pay.
3. Category 1: Education Degree Incentive. Employees are eligible to receive incentive pay for only one (1) Education Degree subcategory. Incentive pay for Education Degree will not be compounded for those employees having multiple degrees. Associate's Degree in Fire Science will be the only acceptable degree for incentive. Bachelor's Degree will be acceptable if the field of study is related to the fire service, public safety, management, or other field of study directly related to the employee's position, subject to determination by the Fire Chief.
4. Category 2: Operations Certification Incentive. Employees are eligible to receive incentive pay for all three sub-categories of the Operations Certification category. However, only a Captain may earn Paramedic-Captain incentive.
5. Category 3: Current Instructor Certification Incentive. Employees are eligible to receive incentive pay for two (2) Current Instructor Certification subcategories. Two certifications can be compounded so long as one of the certifications is Fire Service Instructor or EMS Instructor.
 - a. Employees who receive incentive pay for Current Instructor Certification shall perform no less than fifteen (15) hours of qualified instruction each year from the pay period that the incentive pay is issued to the Employee. Current Instructor Certification incentive pay shall not be granted if the Employee fails to meet this provision. Employees receiving instructor incentive pay must submit class rosters showing that qualified instruction was delivered, and the rosters must show dates and times that the instruction was delivered and signatures of those attending.
 - b. Employees who receive incentive pay for Current CPR/First Aid Instructor Certification shall perform no less than fifteen (15) hours of qualified instruction each year from the pay period that the incentive pay is issued to the Employee. Current Instructor Certification incentive pay shall not be granted if the Employee fails to meet this provision. Employees receiving CPR/First-Aid instructor incentive pay must submit class rosters showing that qualified instruction was delivered, and the rosters must show dates and times that the instruction was delivered and signatures of those attending.
6. Category 4: Fitness Incentive (effective 2021). All Employees are eligible for a voluntary physical agility testing program to be administered no later than June 1st of each year using a set standard which will be mutually developed with the Fire Chief/Battalion Chiefs and Union representatives based upon the Nevada Peace Officers Standard Training Physical

Fitness program. Three (3) separate days will be scheduled to accommodate each shift. Battalion Chiefs and/or the Assistant Fire Chief shall administer the test and verify a passing score. All employees who successfully pass shall be entitled to a \$1,000 incentive to be paid on the first check in July. Participation in this program is completely voluntary and there shall be no reprisal or punitive action taken against any employee who does not obtain a passing score or for not participating in the testing. Only one attempt per year shall be allowed.

7. Category 5: Fire Inspector is ONLY eligible for listed incentives in Category 5. Maximum of 12.5% (percent)
8. Incentive Certification Maintenance. The purpose of incentive pay is to encourage the maintenance of certification that is in addition to the minimum qualifications of the Employee's Job Description. Re-certification in each category and/or subcategory is the responsibility of the Employee. The employer shall allow Employees to attend re-certification training while on duty as staffing permits. The employer shall pay three days maximum of overtime training, not to exceed ten (10) hours per day, for HM Technicians to attend one skills refresher and two drills per calendar year. Technical Rescue Technicians will be required to complete an annual refresher provided by the District or other training approved by the training division prior to attendance.
9. Category 6 Preceptor: Preceptor incentive is not subject to the maximum incentive cap of 14.5%. Preceptors may only receive the 5% incentive while actively assigned to precepting. Precepting incentive can only be obtained during phase 1 and 2 of the preceptee's TAP process.
10. Any fire captain promoted on or after July 1, 2023, will be required to have Fire Instructor 2 in order to receive category 3 Fire Instructor incentive. All current captains (pre-July 1, 2023) receiving category 3 will have until June 30th, 2026, to obtain Fire Instructor 2 in order to maintain receiving category 3 incentive.
11. To receive a category 2 technical rescue technician incentive, the members must have one of the following certifications: LARRO, Rope Technician, Trench Rescue Technician or Confined Space Rescue Technician.
12. Any member receiving a category 2 incentive for LARRO has until June 30, 2023, to obtain a rope technician, confined space rescue technician or trench technician in order to continue receiving that category 2 incentive.
13. Any member receiving any incentives listed in Article 40 must upload their specified certifications to Vector Solutions (or any other primary District provided training recording system).
14. Category 7, 8, and 9 shall only be available for members in the Wildland Division up to a maximum of 12.5 % incentive pay.

15. Category 7 Education Degree: Employees are eligible to receive incentive pay for only one (1) Education Degree subcategory. Incentive pay for Education Degree will not be compounded for those employees having multiple degrees.

16. Category 8 Operations Certification Incentive. Employees are eligible to receive incentive pay for sub-categories of the Operations Certification category. Employees are only eligible to receive incentive pay for EMT/ EMT-Advanced OR EMT-Paramedic. Employees are only eligible to receive incentive pay for NWCG "Unit Leader" qualification OR one (1) of the following: NWCG Division/ Group Supervisor, Type 3 Incident Commander, Section Chief level qualifications.

17. Category 9 Current Instructor Certification Incentive. Employees are eligible to receive incentive pay for Instructor Certification only if they have completed NWCG M-410, Facilitative Instructor, and have completed a minimum of 8 instruction hours annually.

13.—

ARTICLE 41. PROBATION

1. Definitions

"Date of hire" is the first day actually worked in a job class.

"Date of promotion" is the first day actually worked in a job class with a higher rate of pay.

2. Probationary Period

- a. Probationary periods are considered as a continuation of the selection process and apply to all appointments. All classifications covered by this Agreement shall undergo a probationary period of twelve (12) months, notwithstanding the number of hours for 8-hour and 24-hour employees. An Employee who is promoted shall serve a twelve (12) month probationary period, notwithstanding the number of hours for 8-hour and 24-hour employees.
- b. Vacation, Sick Leave, and Holidays will count towards the Probationary period. Catastrophic Leave leaves of absence without pay, Suspension, or other separations shall not be considered working time. Newly hired probationary employees shall not be authorized to use Vacation or Sick Leave during their first 6 months of employment without prior authorization from the Fire Chief.
- c. Prior to the completion of the probationary period, the Fire Chief shall notify the Employee that the probationary period is being extended under this section and the length of the extension. Employees whose probationary period is extended under this section must meet the minimum hours required.
- d. An Employee who is not rejected prior to completion of the probationary period shall acquire regular status automatically.

3. Rejection during Probation

- a. The Fire Chief or his/her designee may terminate (reject) a probationary Employee at any time during the probationary period without cause or right of appeal.
- b. The Fire Chief or his/her designee shall notify the Employee in writing that s/he is rejected during probation. No reasons for the action are necessary.
- c. An Employee who was promoted to a vacant position with a higher pay grade and was rejected during the probationary period must be restored to the position from which s/he was promoted provided that s/he has completed twelve (12) months of continuous service with the Fire District.
- d. An Employee who is serving a probationary period as the result of a promotion may, for a six-month period from date of promotion, voluntarily demote to the position from which s/he was promoted. Such voluntary action on the part of the Employee does not require a showing of cause by the Fire Chief or his/her designee.

ARTICLE 42: DURATION

1. This Agreement shall become effective July 1, 2023, and shall continue until June 30, 2026, except as otherwise provided below.
2. If either party desires to negotiate changes in any Article or Section of this Agreement, it shall provide the notice required by NRS 288.180.
3. The parties shall promptly commence negotiations. If the parties have not reached agreement by April 10th, either party may submit the dispute to an impartial fact finder at any time for his/her findings. The fact finder shall make recommendations of the unresolved issues.
4. If the parties have not reached an agreement within ten (10) workdays after the fact finder's report is submitted, all issues remaining in dispute shall be submitted to an arbitrator. The arbitrator shall, within ten (10) workdays after the final offers are submitted, accept one of the written statements, and shall report the decision to the parties.
5. The impartial fact finder and the binding arbitrator shall be from the American Arbitration Association (AAA) and/or the Federal Mediation and Conciliation Services (FMCS). The Union and the District agree to solicit a list of seven (7) professional neutrals with public sector experience from the AAA or FMCS and alternately strike names from such list until one name remains. That remaining person so selected shall serve as arbitrator. For the first arbitration, the party to strike first shall be determined by lot. Thereafter, the party to strike first shall alternate between the parties. All hearings shall be conducted according to AAA or FMCS rules.
6. In the event that future agreements are not reached prior to July 1 of that year, all awards rendered by the final binding arbitrator shall be retroactive to July 1 of the year negotiations commence.

ARTICLE 43: ADAAA/ADEA

1. It is recognized that the Employer must comply with the statutory provisions of the Americans with Disabilities Act as Amended (ADAAA) and the Age Discrimination in Employment Act (ADEA). However, in complying with the provisions of the ADAAA or ADEA, the Employer shall not violate any Federal or State statute, Local ordinance or the terms of this Agreement.
2. Should the Employer have reasonably been expected to have knowledge of or be required to change any current policy or practice in order to comply with the provisions of the ADAAA/ADEA, the Employer will provide the Union notice as soon as possible prior to its implementation, unless otherwise ordered by a court or administrative tribunal of competent jurisdiction.

ARTICLE 44: HABITABILITY OF STATIONS

1. The Employer shall at all times maintain the stations in a habitable condition. A station is not habitable if it substantially lacks one or more of the following:
 - a. Effective waterproofing and weather protection of roof and exterior walls and doors.
 - b. Plumbing facilities which conform to applicable law when installed and which are maintained in good working order.
 - c. A water supply approved under the law and capable of producing hot and cold running water, furnished with appropriate fixtures and connected to a sewage disposal system approved under applicable law and maintained in good working order to the extent that the system can be controlled by the Employer.
 - d. Adequate heating facilities which conform to applicable law when installed and are maintained in good working order.
 - e. Electrical lighting, outlets, wiring, and electrical equipment which conformed to applicable law when installed and are maintained in good working order.
 - f. Floors, walls, ceilings, stairways, and railings maintained in good repair.
 - g. Ventilating, air conditioning, and other facilities and appliances maintained and in good repair.
 - h. All household/station appliances (refrigerator, range, dishwasher, microwave, and water purification system) shall be maintained in good repair and working order. Station 71 Virginia City shall be exempt from having a water purification system.

- i. Sleeping mattresses shall be replaced on a rotational schedule at the end of their useful life or warranty period as indicated thereon, or after three years if no useful life or warranty is indicated thereon. The period of time in which a station is left dormant or is not in operation shall be credited toward the life of the sleeping mattresses in that station. Credit toward the useful life of those mattresses shall be counted in months.
 - j. Office furnishings office desks, office chairs, and shelving.
2. In the event that repairs and/or maintenance beyond that which is commonly performed by Employees become necessary, the Employer shall perform or otherwise arrange for the performance of such repairs and/or maintenance. Employer shall perform or arrange for the performance of remodeling as needed to maintain station in good repair and in habitable condition.
3. The District shall budget no less than \$4,500.00 per fiscal year for tentative station and living improvements.
4. A District and Union representative will meet to establish a list of needed items to be purchased for the new fiscal year. All requests, in addition to the foregoing, must be signed by the Union president prior to approval by the Fire Chief prior to March 1st of every year.

ARTICLE 45: LONGEVITY

1. Longevity will be paid to employees once annually after the completion of their fifth (5) year and each subsequent year following the schedule listed below:

5-10 Years of service:	\$500.00 Annually
10-15 Year of service:	\$750.00 Annually
15-20 Year of service:	\$1,000.00 Annually
20 + Years of service:	\$1,250.00 Annually

Payment will be made on the first full pay period after the employee's anniversary date.

ARTICLE 46: REOPENER

Both the Union and the Fire District have an option for a reopener, limited to one article each, for the third year of the contract, 2025/2026. The party(s) requesting the reopener must notify the other party of this request no later than February 1, 2026.

Appendix A

2023-2026 Collective Bargaining Agreement - SCFFA/Storey County Fire Protection District

Appendix B

Year 1 (2023-2024)

FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
FF-EMT	62,732.66	21.54	64,928.30	22.3	67,200.79	23.08	69,552.82	23.88	71,987.16	24.72	74,506.72	25.59	77,114.45	26.48
FF-P-Medic	71,076.23	24.41	73,563.89	25.26	76,138.63	26.15	78,803.48	27.06	81,561.60	28.01	84,416.26	28.99	87,370.83	30
Captain-EMT	84,751.40	29.1	87,717.70	30.12	90,787.82	31.18	93,965.40	32.27	97,254.18	33.4	100,658.08	34.57	104,181.11	35.78

Non-FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Fire Insp. I	62,732.66	30.16	64,928.30	31.22	67,200.79	32.31	69,552.82	33.44	71,987.16	34.61	74,506.72	35.82	77,114.45	37.07
Fire Insp. II	71,076.23	34.17	73,563.89	35.37	76,138.63	36.61	78,803.48	37.89	81,561.60	39.21	84,416.26	40.58	87,370.83	42.01

Year 2 (2024-2025)

FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
FF-EMT	65,241.96	22.4	67,525.43	23.19	69,888.82	24	72,334.93	24.84	74,866.65	25.71	77,486.98	26.61	80,199.03	27.54
FF-P-Medic	73,919.27	25.38	76,506.45	26.27	79,184.17	27.19	81,955.62	28.14	84,824.07	29.13	87,792.91	30.15	90,865.66	31.2
Captain-EMT	88,141.46	30.27	91,226.41	31.33	94,419.33	32.42	97,724.01	33.56	101,144.35	34.73	104,684.40	35.95	108,348.36	37.21
FF-WL	48488.97	23.31	50,186.08	24.13	51,942.59	24.97	53,760.58	25.85	55,642.20	26.75	57,589.68	27.69	59,605.32	28.66
Engineer-WL	56232.35	27.03	58,200.48	27.98	60,237.49	28.96	62,345.81	29.97	64,527.91	31.02	66,786.39	32.11	69,123.91	33.23
HEFO	66842.59	32.14	69,182.08	33.26	71,603.46	34.42	74,109.58	33.26	76,703.41	34.42	79,388.03	35.63	82,166.61	39.50
Captain-WL	70356.75	33.83	72,819.24	35.01	75,367.91	36.23	78,005.79	37.50	80,735.99	38.82	83,561.75	40.17	86,486.41	41.58

Non-FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Fire Insp. I	65,241.96	31.37	67,525.43	32.46	69,888.82	33.6	72,334.93	34.78	74,866.65	35.99	77,486.98	37.25	80,199.03	38.56
Fire Insp. II	73,919.27	35.54	76,506.45	36.78	79,184.17	38.07	81,955.62	39.4	84,824.07	40.78	87,792.91	42.21	90,865.66	43.69

2023-2026 Collective Bargaining Agreement - SCFFA/Storey County Fire Protection District

Year 3 (2025-2026)

FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
FF-EMT	65,241.96	22.4	67,525.43	23.19	69,888.82	24	72,334.93	24.84	74,866.65	25.71	77,486.98	26.61	80,199.03	27.54
FF-P-Medic	73,919.27	25.38	76,506.45	26.27	79,184.17	27.19	81,955.62	28.14	84,824.07	29.13	87,792.91	30.15	90,865.66	31.2
Captain-EMT	88,141.46	30.27	91,226.41	31.33	94,419.33	32.42	97,724.01	33.56	101,144.35	34.73	104,684.40	35.95	108,348.36	37.21
FF-WL	48488.97	23.31	50,186.08	24.13	51,942.59	24.97	53,760.58	25.85	55,642.20	26.75	57,589.68	27.69	59,605.32	28.66
Engineer-WL	56232.35	27.03	58,200.48	27.98	60,237.49	28.96	62,345.81	29.97	64,527.91	31.02	66,786.39	32.11	69,123.91	33.23
HEFO	66842.59	32.14	69,182.08	33.26	71,603.46	34.42	74,109.58	33.26	76,703.41	34.42	79,388.03	35.63	82,166.61	39.50
Captain-WL	70356.75	33.83	72,819.24	35.01	75,367.91	36.23	78,005.79	37.50	80,735.99	38.82	83,561.75	40.17	86,486.41	41.58

Non-FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Fire Insp. I	65,241.96	31.37	67,525.43	32.46	69,888.82	33.6	72,334.93	34.78	74,866.65	35.99	77,486.98	37.25	80,199.03	38.56
Fire Insp. II	73,919.27	35.54	76,506.45	36.78	79,184.17	38.07	81,955.62	39.4	84,824.07	40.78	87,792.91	42.21	90,865.66	43.69

Wildland Division Employees shall receive their next scheduled merit increase starting on July 1, 2024.

SIGNATORIES TO AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Dated this _____ day of _____, 202~~3~~⁴

STOREY COUNTY FIRE
PROTECTION DISTRICT

STOREY COUNTY FIRE FIGHTERS'
ASSOCIATION, IAFF LOCAL 4227

Jay Carmona, Chairman

Jeffrey Hintz, President

Clay Mitchell, Commissioner

Derek Giurlani, Vice-President

Lance Gilman, Commissioner

Chis Ottoboni, Secretary

Jeremy Loncar, Fire Chief

Fritz Klingler, Treasurer

Jennifer McCain, Comptroller

APPROVED AS TO FORM:

Attest By:

Anne Langer, District Attorney

Jim Hindle, Storey County Clerk/Treasurer

AGREEMENT

BETWEEN

STOREY COUNTY FIRE PROTECTION
DISTRICT, NEVADA

AND

STOREY COUNTY FIRE FIGHTERS' ASSOCIATION IAFF LOCAL 4227

JULY 1, 2023 – JUNE 30, 2026

PREAMBLE

This Agreement is made and entered into at Virginia City, Nevada, pursuant to the provisions of the Nevada Revised Statutes, by and between the Storey County Fire Protection District, a Political Subdivision of the State of Nevada, hereinafter referred to as the Employer, and the Storey County Fire Fighters' Association, IAFF Local 4227, 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 adjustments of differences which may arise, and to provide proper standards of wages, hours, and other conditions of employment.

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SIGNATORIES TO AGREEMENT 47

DEFINITIONS

Anniversary Date: The date on which the employee starts work as indicated ~~in writing~~in writing 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 may be 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, does not change an Anniversary Date.

Base Rate of Pay: The hourly rate of pay the employee is designated to receive within the pay range for the employee's classification, excluding incentive, shift differential, and other extra pay.

Days: Shall mean Storey County Fire Protection District working days - Monday through Friday, excluding holidays - unless otherwise stated.

Employee: An Employee in the bargaining unit who has successfully completed his/her probationary period or any extended probationary period and has been retained in the employ of Storey County Fire Protection District

Line Staff Employee: An Employee recognized as a Firefighter/AEMT, Firefighter/Paramedic, or Fire Captain.

Forty Hour Employee: Employees of the Wildland and Prevention Divisions whose regular workweek shall on an average, be forty (40) hours.

Employee's Medical File: A separate confidential file which is maintained in the Human Resources ~~Department~~Department, and which contains only health-related matters, i.e., Workers' Compensation information, physical examination results, etc. Access to and the procedure for accessing this file is the same as for the Employee's personnel file.

Major Fraction: Fifteen (15) minute intervals of time.

Probationary Employee: An Employee who is undergoing a working test period during which the Employee is required to demonstrate his/her ability to carry out the duties for the position to which appointed, transferred, or promoted.

Regular Rate of Pay: The Employee's base rate of pay plus other additional pay for which the Employee's specific assignment may entitle him/her.

ARTICLE 1: RECOGNITION

1. The Employer hereby recognizes the Union as the exclusive collective bargaining unit for all Employees in the bargaining unit engaged in fire prevention and suppression in the Storey County Fire Protection District (District). The bargaining unit, Storey County Fire Fighters' Association IAFF Local 4227, represents both Supervisory and Non-Supervisory employees.
2. The following job class(es) shall be covered by this Agreement:
 - Firefighter/AEMT
 - Firefighter/Paramedic
 - Fire Captain
 - Fire Inspector I
 - Fire Inspector II
 - Firefighter/Wildland (Effective July 1, 2024)
 - Engineer/Wildland (Effective July 1, 2024)
 - HFEO/Wildland (Effective July 1, 2024)
 - Fire Captain/Wildland (Effective July 1, 2024)
3. 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 will notify the Union as to their intended action and allow Union input prior to adoption. Where the proposed changes or change impacts matters within the scope of mandatory bargaining as specified in NRS 288 and this Agreement, upon request from the bargaining agent, the Employer will enter into negotiations to the extent required by law or this Agreement.

ARTICLE 2: MANAGEMENT RIGHTS

Those subject matters which are not within the scope of mandatory ~~bargaining~~bargaining, and which are reserved to the local government employer without negotiation are outlined in NRS 288.

ARTICLE 3: WAGES

Biweekly Wages. All Employees will be paid on each biweekly Friday, with wages computed through the preceding Sunday. Annual and hourly wages are reflected in Appendix B.

1. Employees will be paid for hours worked during the work period. The District and Union agree to a 14-day, 106-hour work period for line Firefighters. Overtime will be paid in accordance with Article 5.
2. An employee's base rate is defined as the annual wage at their step divided by their annual scheduled hours. Forty (40) hours per week equals two-thousand and eighty (2080) annually and fifty-six (56) hours per week equals two thousand nine hundred and twelve (2912) annually.
3. An employee's regular rate of pay for purposes of overtime calculation is the employee's base rate under subpart 3 plus:

- a. Incentive pay, per Article 40, that is a percentage (excludes fitness incentive)
 - b. Payment in lieu of health benefits, per Article 25
 - c. Acting Pay, per Article 29
 - d. Or any other type of pay required by the FLSA
4. The salary increases provided in Appendix B will be implemented the first day of the first full pay period of July.
5. An employee who is promoted to a higher classification must move to the next closest step from his/her former position but must receive no less than a 5 percent increase in base pay.

ARTICLE 4: HOURS OF WORK

1. The regular workday and workweek for forty-hour Employees shall consist of a forty (40) hour workweek. Any change in the number of hours in the workday or regular workweek shall be subject to negotiation, although a forty-hour Employee may be subject to working shift work as necessary, at the discretion of the Fire Chief.
2. The regular workday and workweek for line Firefighters shall consist of an average ~~hour~~24-hour day and 56 hour workweek.
3. The work schedule for Line Employees shall consist of forty-eight (48) hours on duty followed by ninety-six (96) hours off duty. Any changes in the work schedule shall be negotiated with the Union prior to implementing the changes.
4. The normal workday schedule for Line Employees is 0800 hours -1200 hours and 1300 hours - 1700 hours. Between the hours of 1700 through 0800, Employees shall respond to calls, conduct night drills on an as needed basis, complete incident reports, conduct training for volunteers on an as needed basis, ensure equipment is in a state of readiness, perform physical conditioning on an elective basis, and ensure facilities are clean and in operational order for the next shift and perform related tasks.

ARTICLE 5: OVERTIME COMPENSATION

1. Employees may be required to remain on duty beyond their regular shift or to work hours in addition to regularly scheduled hours.
 - a. Line Employees will be compensated for overtime work at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours or in excess of 106 hours in the 14-day work period.
 - b. Forty-hour Employees will be compensated for overtime work at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours.

- c. Overtime will be earned in increments of one-quarter (1/4) hours.
2. Overtime will be added to the payroll for the period during which the overtime is performed. If time is lost during the regular work week for unexcused absence, then overtime pay shall not prevail until the overtime hours worked exceed the unexcused absence hours. It is understood that nothing in this Article shall require payment for overtime hours not worked. All overtime must have previous authorization of the Supervisor or Fire Chief if compensation therefore is to be affected.
3. Line Employees required to remain on duty beyond their regular shift for emergencies such as an aircraft incident, multiple alarms, natural disaster, civil disorder, and the like shall be compensated at a rate of one and one-half (1-1/2) times the Employee's regular rate of pay for such overtime hours worked; and forty-hour Employees shall be compensated at a rate of one and one-half (1-1/2) times the Employee's regular rate of pay for such overtime hours worked.
4. Line and Wildland Division Employees who are on out-of-district fire and other emergency incidents will be compensated portal to portal at overtime rate (one and one-half times the employee's regular rate of pay), excluding their normally scheduled work hours and scheduled trade days. Off-district project work shall be paid at actual hours ~~worked.~~Overtime worked. Overtime shall be paid to any Employees who are required or requested by the Supervisor or Fire Chief to attend training sessions, seminars, conferences, etc. Overtime shall be paid for all travel time, including any early arrival time required at airports, train stations, bus depots, etc. Overtime shall be paid for all time spent attending the actual training session, seminar, conference, etc. Employees shall be covered for any compensable injury/illness covered by Workers' Compensation for the entire time the Employee is away from home, regardless of activity. Employees shall not be required to pay any ~~out-of-pocket~~out-of-pocket expenses for training sessions, seminars, conferences, etc.
5. Line position overtime shall be filled by Line Employee Bargaining Unit members. For the purposes of overtime to fill vacancies, an overtime/call-back staffing software system shall be agreed upon by the Union and the Fire Chief.
 - a. The staffing software shall include all bargaining unit members who desire to work overtime/call-back to fill vacancies in staffing. A rotation procedure will be utilized within the staffing software. The eligibility list will be established with the Employee with the most full-time continuous service with the Employer and will reset the same way each January 1st.
 - b. Members shall sign up for vacancies through the staffing software program. Members shall fill overtime in a rotation procedure agreed to by the parties using the staffing software. Mandatory overtime may be required in the event Employees who are off duty are not available to fill vacancies.

ARTICLE 6: CALL BACK

1. Any Employee who is called back by his/her supervisor or the Fire Chief to work during hours outside his/her regularly scheduled shift, which hours will not abut his/her regularly scheduled shift hours, will receive a minimum of two (2) hours' pay at the applicable hourly rate regardless of the amount of time worked.
2. ~~Call-back~~Callback for eligible Line Employees will be compensated for at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours. ~~Call-back~~ for eligible forty-hour Employees will be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours. Ineligible employees will receive overtime pay for these hours if applicable. Eligibility for callback pay and contributions to the Public Employees' Retirement System (PERS) on call back pay will be in accordance with NRS 286 and policies adopted by the Nevada PERS Board (as amended).
3. Call-back shall be filled by Bargaining Unit members. For the purposes of call-back to fill vacancies, an overtime/call-back staffing software program list shall be utilized and agreed upon by the Union & the Fire Chief.
 - a. The staffing software shall include all bargaining unit members who desire to work overtime/call-back to fill vacancies in staffing. A rotation procedure will be incorporated as stated in Article 5 Overtime. The initial eligibility list will be established with the Employee with the most full-time continuous service with the Employer and reset the same way each January 1st.
 - b. All notifications for call back will be made through the staffing software program.
4. The on-duty Battalion Chief or his/her designee will be responsible for making notification for call back using the staffing software. If no bargaining unit member comes back to fill vacant shifts, the Fire Chief or his/her designee shall utilize Article 2 Management Rights to ensure that there are adequate staffing levels to meet the needs of the community.

ARTICLE 7: VACATION

1. 24-hour Employees will be granted vacation benefits as shown in the following table.

Years of Continuous Service	Vacation Earning Rate Bi-weekly Pay Period
Less than 5 years	8.31 hours (9/24 Hr. Shifts)
5 years but less than 10 years	9.23 hours 10/24 Hr. Shifts)

10 years but less than 15 years	10.16 hours (11/24 Hr. Shifts)
15 years but less than 20 years	11.08 hours (12/24 Hr. Shifts)
20 years or more	12 hours (13/24 Hr. Shifts)

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

Example:

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

Years of Service	Vacation Earning Rate and Result	
(<5 years)	8.31 hrs. x 26 x 26 =	216.06
(5 years)	9.23 hrs. x 26 =	239.98
(10 years)	10.16 hrs. x 26 =	264.16
(15 Years)	11.08 hrs. x 26 =	288.08
(20 years)	12.00 hrs. x 26 =	312.00

2. ~~Forty-hour~~Forty-hour (40) Employees will be granted vacation benefits as follows:

Years of Continuous Service	Vacation Earning Rate Bi-weekly Pay Period
Less than 5 years	5.31 hours
5 years but less than 10 years	6.46 hours
10 years but less than 15 years	7.31 hours
15 years but less than 20 years	8.31 hours
20 years or more	9.31 hours

Vacation credits shall be accrued for each pay period the Employee is in full pay status a major portion of his regularly scheduled biweekly hours. The following provides an example of the manner in which vacation is accrued for an employee on 8-hour shifts.

Example:

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

Years of Service	Vacation Earning Rate and Result	
(<5 years)	5.31 hrs. x 26 =	138.06
(5 years)	6.46 hrs. x 26 =	167.96
(10 years)	7.31 hrs. x 26 =	190.06

(15 years)	8.31 hrs. x 26 =	216.06
(20 years)	9.31 hrs. x 26 =	242.06

3. Maximum annual leave carry-over at the end of the last pay period of December even if the pay period does not actually end until January (e.g., ends on January 4 at 0800 hours):
 - a. 40-hour workweek = 240 hours maximum accrual.
 - b. 56-hour workweek = 336 hours maximum accrual

The annual accrual cap shall be based on calendar year and leave shall cease to accrue on January 1 of each year. An Employee shall be paid at his/her regular hourly rate for each hour of vacation time taken. Vacation taken during a biweekly period shall be charged before vacation earned during that pay period is credited. Holidays, as enumerated in this Agreement, occurring within the vacation period will not be counted against vacation hours.

4. Employees voluntarily separated from the Employer shall lose all rights for computing prior service upon reemployment by the Employer.
5. Upon termination of employment, other than for cause and following no less than five (5) consecutive years of regular full-time employment, each Employee shall be compensated at his/her regular hourly rate for his/her total vacation hours accrued, subject to the limitations in Section 3 of this Article.
6. The Fire Chief shall establish a Line Employee list and Forty Hour Employee list showing seniority within the Fire District to be used for vacation scheduling. The list shall be brought up to date annually and accessible by staff in the District shared drive. Employees will submit their requests through the staffing software as well as submitting leave request forms.
7. Vacation preferences shall be granted in order of seniority. For purposes of this Article, seniority shall be based on total full-time service with the District.
8. Employees shall request vacation leave by providing a minimum of fourteen (14) calendar days' notice. An exception to this fourteen (14) calendar day requirement may be granted by the Fire Chief or his/her designee after considering the circumstances that warrant such exception and the convenience and conventionality of the District.
9. For purposes of this Article, seniority shall be based on time in District service.
10. Vacation Leave for line employees will not be granted on the following holidays:
 - a. Thanksgiving.
 - b. Family Day.
 - c. Christmas Day.
 - d. Christmas Eve.
 - e. New Years Eve.
 - f. New Years' Day.

- g. Fourth of July. No leave granted for the wildland division.
- 11. Employees are eligible to annually purchase up to either forty hours (40) or fifty-six hours (56) of annual leave based on their normal work schedule.
 - i. Buyout must be requested by November 1st of that year to be paid out in the first full pay period in December on the District-approved form.
 - ii. Employees may buy out down to 120 hours balance in their annual leave bank.

ARTICLE 8: SICK LEAVE

1. Sick leave hours shall accrue for each pay period the Employee is in full pay status for a majority of the Employee's regularly scheduled biweekly hours. Line Employees covered by this Agreement shall earn seven (7) hours of sick leave per biweekly pay period. Forty-hour Employees covered by this Agreement shall earn four and sixty-two hundredths (4.62) hours of sick leave per biweekly pay period. Up to 48 hours of Sick Leave may be used for any death in the family up to the 3rd degree of consanguinity/affinity in Appendix A with the approval of the Duty Officer.
2. Sick leave shall be granted when the Employee is incapacitated due to illness, injury, pregnancy, or childbirth. Sick leave shall be granted when the Employee is quarantined, receiving required medical or dental services or examinations, or upon injury or illness of the Employee's spouse, children, parents, or any other legal dependent. If an Employee does not have adequate accrued sick leave time, the Employee may be granted the use of other accrued leave time, if any, in lieu thereof. In no case, however, will sick leave time be used or granted as vacation time.
 - a. In all cases, the Employer's Family and Medical Leave Act (FMLA) provisions shall apply as a minimum.
3. Employees may donate sick leave time to those Employees that do not have adequate accrued sick leave time as provided in subsection 7 of this Article.
4. Sick leave shall be charged on the basis of actual time used to the nearest quarter (1/4) hour. Sick leave taken during a biweekly period shall be charged before sick leave earned that pay period is credited.
5. An Employee requesting sick leave may be required to provide the Battalion Chief with evidence acceptable to substantiate the request if required. If a physician's visit is required as a result of this request, it shall be on District time.
6. Upon termination of employment, other than for cause, each Employee shall be compensated at his/her base rate of hourly pay, for total sick leave hours accrued up to a maximum of one thousand three hundred thirty-three (1,333) hours for Line Employees and nine hundred fifty-two (952) hours for forty-hour Employees at the following rates.

Sick Leave Buy Out	
Years of Continuous Service	Rate of Pay
5 years but less than 10 years	35¢ on the Dollar
10 years but less than 20 years	50¢ on the Dollar
20 years or more	65¢ on the Dollar

a. Retirement Buy Out

- i. An additional \$0.10 on the dollar shall be provided to employees who serve 5 years or more years with the District that retire from the District. Retirement must be verified through NV PERS up to 1333 hours for ~~56~~ hour56-hour employees and 952 hours for forty-hour employees.

7. Catastrophic Leave

a. Request for Catastrophic Leave

- i. An Employee who is himself/herself affected by a catastrophe as defined in paragraph (a) may request, ~~in writing~~ in writing, that a specified number of hours of catastrophic leave be granted.
- ii. A catastrophe means the employee is unable to perform the duties of his/her position because of a serious illness or injury to the employee which is life threatening or which will require a lengthy convalescence. Lengthy convalescence means a period of disability that an attending physician expects to exceed ten (10) weeks.
- iii. The request must include:
 1. The Employee's name, title, and classification, and
 2. A statement from a medical doctor certifying the limitations which prevent the Employee from being available for work and the expected duration of the limitations.
- iv. 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. If an Employee has requested leave from the catastrophic leave account within the previous three (3) years, the Employee may not receive any leave from the catastrophic leave account until s/he has been off work for forty (40)

consecutive hours and has used all his/her accrued sick, annual, and other paid leave.

- v. An Employee who receives leave from the account for catastrophic leave is entitled to payment for that leave at a rate no greater than his/her own rate of pay.

b. Establishing the Catastrophic Leave Account

- i. The Fire Chief may establish an account for catastrophic leave at the request of a Fire District Employee. All Employees of the Fire District who are listed as part of this contract bargaining unit and who are eligible to use sick leave may use catastrophic leave and/or donate to catastrophic leave. Donations to and withdrawals from this account are restricted to Employees of the Fire District who are listed as part of this contract bargaining unit.
- ii. An employee may only receive leave from the catastrophic leave account if s/he independently contributes at least 8 hours per calendar year to the account.
- iii. A donating Employee may request, in writing, that a specified number of hours of his/her accrued annual or sick leave be transferred from his/her account to the catastrophic leave account.
- iv. The minimum number of hours that may be transferred is eight (8) hours. An Employee may not transfer sick leave to the account for catastrophic leave if the balance of his/her account after the transfer is less than three hundred thirty-six (336) hours for line staff and two hundred and forty (240) hours for 40-hour employees. Leave will be placed in a pool; however, the Employee may transfer hours to the catastrophic leave account for use by a particular Employee who has been determined to be eligible to receive the leave.
- v. Any hours of annual or sick leave that are transferred from any Employee's account to the catastrophic leave account may not be returned or restored to that Employee. This subsection does not prevent the Employee from receiving leave pursuant to section 7 (b) of this Article.

c. Direct Donation of Hours to Employee

- i. An employee who fails to qualify for use of leave from the catastrophic leave account, pursuant to the requirements set forth in subsection b, ii and iv, 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.

- d. Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used
 - i. The Fire Chief or his/her designee shall review the status of the limitations of the Employee and determine when the limitations no longer exist, based on appropriate medical review.
 - ii. The Fire Chief or his/her designee shall not grant any hours of leave from the catastrophic leave account after:
 1. The limitations cease to exist; or
 2. The Employee who is receiving the leave resigns or his/her employment with the District is terminated.
 - iii. Any leave which is received from the catastrophic leave account which was not used at the time the limitations cease to exist or upon the resignation or termination of the employment of the Employee must be returned to the catastrophic leave account.
- e. Maintenance of Records on Catastrophic Leave -- The District shall maintain the records and report to the Union any information concerning the use of catastrophic leave account.
- f. Substantiation of Limitations - The Fire Chief or his/her designee may require written substantiation of the limitations and expected duration by a physician of his/her choosing. Said physician shall be of equal or greater qualification as the treating physician. The cost of such written substantiation shall be borne by the District. Visits to said physician shall be on District time.

ARTICLE 9: HOLIDAYS

1. Regular paid holidays are:
 - New Year's Day (January 1)
 - Martin Luther King's Birthday (Third Monday in January)
 - Washington's Birthday (Third Monday in February)
 - Memorial Day (Last Monday in May)
 - Juneteenth (June 19)
 - Independence Day (July 4)
 - Labor Day (First Monday in September)
 - Nevada Day (Last Friday in October)
 - Veteran's Day (November 11)
 - Thanksgiving Day (Fourth Thursday in November)
 - Day after Thanksgiving (Friday following the fourth Thursday in November)
 - Christmas Day (December 25)

- One Floating Holiday

One floating holiday per calendar year and any other day observed as a holiday by the Employer and declared a holiday by the governor of the State of Nevada and/or the President of the United States.

2. The Employer agrees to pay each Employee required to work twenty-four (24) hour shifts, six (6) hours of his/her base hourly rate.
3. Designated Holidays – Eligibility Requirements (40-Hour Employees Only):

The holiday compensation shall be equivalent to the employee's regularly scheduled shift – 8, 10, or 12 hours. If the employee is scheduled for six twelve-hour shifts, and one eight-hour shift, the holiday compensation will be twelve hours.

- a. Holidays worked. Employees required to work their regularly scheduled shift on a recognized holiday shall receive base rate of pay plus 1.5 the ~~straight-time~~straight time for the regularly scheduled shift. (Example: $1 + 1.5 = 2.5$)
- b. Holidays worked - overtime. Employees required to work overtime on a recognized holiday shall receive overtime compensation computed at 1.5 of base rate of pay for the overtime worked. (Example: $1 + 0.5 = 1.5$)
- c. Holidays not worked. Non-exempt employees who are not required to work on a recognized holiday shall receive holiday compensation equivalent to one regularly scheduled shift. (Example: $1 + 0 = 1$). If a non-exempt employee's regularly scheduled day off falls on a recognized holiday, the employee will be granted one shift off with pay during the workweek of the holiday. The day of that workweek to be taken off is subject to scheduling and upon mutual agreement of the employee and the supervisor.
- d. Compensation for regular part-time employees. Regular part-time non-exempt employees shall receive holiday compensation based on their regularly scheduled shift.
- e. Pay status. In order to receive holiday compensation, an employee must be in pay status immediately before and after the holiday.

4. Holiday Accrual

Holiday leave shall not be accrued except as may be provided by a collective bargaining agreement.

ARTICLE 10: SENIORITY

1. The Fire Chief shall establish a list showing seniority based on full-time continuous service with the District and full-time continuous service in his/her current position within the

District, and it shall be brought up to date annually and will be emailed to all District employees via District email.

2. Seniority shall be based on total full-time continuous service within the District, except as otherwise provided in this Agreement.
3. A break in service of less than ninety (90) days or a break in service due to a personnel reduction shall not be considered as a break in continuous full-time service but shall not count toward full-time service.

ARTICLE 11: ~~NON-DISCRIMINATION~~NON-DISCRIMINATION

Employer and Union mutually agree to comply with NRS 288.140: Right of employee to join or refrain from joining employee organization; exceptions; discrimination by employer prohibited; limitations on nonmember acting on own behalf; and NRS 613.330: Unlawful employment practices: Discrimination on basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin; interference with aid or appliance for disability; refusal to permit service animal at place of employment. This Article is not subject to the grievance procedure.

ARTICLE 12: SAFETY AND HEALTH

1. A joint Safety Committee composed of two (2) representatives of the Union and two (2) representatives of management shall be established within thirty (30) workdays of signing of this Agreement. Each party shall also designate one (1) alternate.
2. The Committee will meet in a timely manner whenever a member notifies the chairman of the existence of a safety hazard.
3. There will be a first meeting of the Committee to establish the rotation procedure for the chairman.
4. If a majority of the Committee certifies the existence of a safety or health hazard and a majority certifies that adequate action has not been instituted and the Fire Chief fails to take corrective action, a report of the hazard may thereafter be made to OSHA or any other appropriate state or federal agency.
5. The Employer shall pay for a complete physical examination, including but not limited to, the physical examination set forth by NFPA, ANSI, and NRS 617. All Employees must have these physical examinations.
6. A copy of the results of all physical examinations will be placed in the Employee's health file located in the Human Resources Department. Progress regarding any conditions the examining physician reports needing to be resolved shall be monitored by the District with subsequent physical examinations as reasonably necessary. Such subsequent necessary physical examinations, but not treatment, must be paid for by the Employer.

7. The Employer shall provide adequate physical fitness equipment as resources permit per the recommendations of the Safety Committee.
8. The Employer and represented Employees shall comply with all laws, including Nevada OSHA, regulations, and ordinances relating to the Fire District.
9. Recognizing issues of safety related to the Fire District, all personnel working on the line shall meet the same standards, including but not limited to NFPA, ANSI, NRS and NAC.

ARTICLE 13: BULLETIN BOARDS

1. The Union may post notices involving Union business in the location and manner such notices are presently posted. All items to be posted on the bulletin boards must be signed by the Union President.
2. If the Union wishes a separate bulletin board, it may furnish and install a reasonably sized bulletin board (not to exceed four [4] square feet) in a location having reasonable access and visibility at all career fire stations.

ARTICLE 14: WORK RULES

1. The Employer may adopt rules and regulations consistent with the Nevada Revised Statutes and this Agreement. In addition to any other legal requirements (including NRS 288), no rule, regulation, or amendment or cancellation thereof shall become effective until discussed with the Union President to receive input prior to implementation. Where a change impacts matters within the scope of mandatory bargaining as specified in NRS 288 and this Agreement, upon request of the bargaining agent, the Employer will enter into negotiations to the extent required by law or this Agreement.
2. The parties agree that all directives, bulletins, policy procedures, operational notices, and other materials relating to the Fire District's operational policies and procedures shall be issued in a manner of proper index, consecutive number and date of issue and located in an area designated for such material. Said information shall be updated as needed.
3. A Forty Hour Employee cannot be reclassified as a fifty-six (56) hour per week Line Employee without, participating in an approved hiring and testing process for a recognized (56) hour per week Line Employee position. Fifty-six (56) hour employees cannot be reclassified as ~~forty-hour~~forty-hour employees without participating in an approved hiring and/or testing process.

ARTICLE 15: UNION BUSINESS

Union business will comply with NRS 288. Representatives of the Union and its affiliates will be permitted to transact Union business on District property, provided that this shall not disrupt normal work. The Employer may require Union business to be conducted only during non-paid

time, such as before work and after work, during breaks, and/or at 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 communications concerning Union business at any time during working hours. The Union shall have the right to use the interoffice mail for Union business. District email may be used internally to conduct Union business, but it shall be limited to all parties to this Agreement and subject to established District policies. The Union may post notices involving Union business in the location(s) and manner(s) as mutually agreed upon.

The Union may use the District's buildings for meetings if such use does not interfere with the operations of the District. The permission of the Fire Chief or his/her designee must be obtained before any meeting, but such permission may not be unreasonably withheld.

The Union acknowledges and agrees that the Union shall be solely responsible for the opening, closing, and securing of District 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 District buildings for Union meetings.

ARTICLE 16: UNIFORM ALLOWANCE

1. The Employer shall provide line staff with two (2) sets of structural firefighting pants, turnout coats, boots, gloves, hood(s), and gear bags, one (1) helmet, one (1) flashlight, and whatever standard safety equipment needed by the Employee and agreed to by the Safety Committee. The employer shall provide 2 sets of wildland pants, wildland shirt, and wildland gloves. In addition, the Employer will replace turnouts and safety equipment on an as needed basis when the Employer determines they are worn out, are no longer serviceable, or have been grossly contaminated.
2. The uniforms, turnouts and safety equipment will conform to all current safety standards such as, but not limited to, NFPA, OSHA, NIOSH and FEMA, etc.
3. The Employer shall provide each bargaining member ~~Employee~~ a uniform allowance of one thousand and one hundred dollars (\$1,100) for each year of this Agreement. Each yearly allowance shall be paid in two (2) equal lump sum payments, one on the first pay period in June of each year and the second on the first pay period of December of each year.
4. The Employer shall provide two (2) washers and one (1) dryer at each career staffed station. One washer shall be designated for non-contaminated items, and one washer shall be designated for contaminated items.
5. The Employer shall be responsible for the cleaning of all uniforms contaminated by any materials requiring decontamination that are not replaced as provided in Section 1 of this Article.

6. The Employer shall reimburse the Employee for the cost of repairing or replacing personal property which is lost, damaged, or destroyed at fires or related emergencies in the performance of his/her duties. The reimbursement shall be made within thirty (30) days from approval of the claim. The list of personal property shall include and be limited to prescription eyeglasses, including non-disposable contact lenses, watches, and multi-purpose tools (e.g., Leatherman, Gerber).
7. Any claims will be submitted to the Safety Committee for review and approval or denial. Reimbursement amounts shall be limited to one hundred twenty-five dollars (\$125.00) per claim for prescription eyewear; fifty dollars (\$50.00) per claim for watches and multi-purpose tools; and two hundred fifty dollars (\$250) in aggregate within the contract year.
8. The Employer shall provide wildland division employees with 2 sets of wildland pants, wildland shirt, helmet, pack, and wildland gloves. In addition, the Employer will replace PPE and safety equipment on an as needed ~~basis—when~~basis when the Employer determines they are worn out, are no longer serviceable, or have been grossly contaminated.

ARTICLE 17: LEAVE FOR CIVIC DUTIES

Temporary Leave at full wages will be provided to the employee for jury duty, court appearances, and administrative proceedings arising out of the employee's employment with the District and for selective service examinations. An employee who is subpoenaed or otherwise required to appear in court or at administrative proceedings arising out of his/her employment with the District, 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.

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:

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.

The employee shall claim any jury, witness, or other fee to which s/he may be entitled by reason of the appearances described above and pay such fees, except travel mileage and expense reimbursement that was not covered by the employer, to the Storey County Treasurer within 5 working days of receipt, to be deposited by the applicable fund of the District.

Annual leave may be taken by the employee for court appearances or administrative proceedings, not related to employment with the District and not related to jury duty, in which the employee is a party or a witness.

An employee shall not receive pay from the employer for missed work time associated with court appearances in matters to which the employee is a party or is to serve as a witness for a party who has filed an action against an employer. The employee may, however, choose to use his/her annual leave.

ARTICLE 18: SERVICES CONNECTED DISABILITY

All eligible members shall be covered by a workers compensation program of the District'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 District will be provided which would cause the total amount received by the Employee from the service-connected disability and the District 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~~ 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 District.
2. During the period when supplemental compensation is provided, the Employee will accrue sick and annual leave benefits as if s/he were in full-pay status. Further, during such period, the District will continue its full contribution toward the Employee's group medical insurance coverage, including his/her spouse and/or family as provided for otherwise in this Agreement.
3. It is the intent of the District 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 Storey County Treasurer.
4. 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 District as provided by NRS 281.390. If the Employee is receiving no compensation for time missed from work through the workers' compensation program, the Employee must use

leave benefits to fully account for any absence.

5. 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 through 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 Fire Chief ~~in-~~
writing in writing with written notice to Personnel Director.
6. As a result of a licensed physician's evaluation and prognosis, it appears that the Employee will not return to his/her regular District job within a 12-month period, the District 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 24 Grievance Procedures.

ARTICLE 19. 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.

The Fire District shall follow the provisions for leave as outlined in NRS 281.145

The employee must provide the Fire Chief call-to-duty orders documentation within one shift 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 20: POLITICAL ACTIVITY

1. Employees may engage in political activity that is not prohibited by state laws.

2. Employees will not engage in political activity while on duty or in uniform. Political activity, for the purposes of this section of Article 20, is activity to elect or defeat any candidate, political party or ballot issue.
3. Applicable state and federal laws shall be followed when allowing Employees to vote in the electoral process.

ARTICLE 21. RETIREMENT

The Employer will pay all 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 Chapter 286 of NRS in respect to "Early Retirement."

If there is a PERS increase during the term of this contract (post July 1, 2020) said increase will be shared equally between the District and the Union members in accordance with NRS 286.421 (3) (a) (1). The Union members portion will be covered by reducing agreed upon chart increase by 50% of the PERS increase.

ARTICLE 22: PROGRESSIVE AND CORRECTIVE DISCIPLINARY ACTION

Progressive and corrective disciplinary action is designed to provide a fair and structured way for Employees to improve their job performance and/or behavior which do not meet the standards or demands of their position and to provide a system for fair and equitable treatment of those Employees who will not or cannot bring their performance up to expected standards without such structure.

1. It is the policy of the Employer, through a progressive and corrective discipline system, to give Employees an opportunity to improve their job performance and/or behavior which does not meet the standards or demands of their position. An Employee may be summarily dismissed (i.e., instant dismissal without notice) only in the event of gross misconduct or as circumstances warrant. The goal of the progressive and corrective discipline system is to correct or improve unsatisfactory performance/behavior, and the measures utilized will be commensurate with the deficiency to be corrected.
2. Progressive and corrective disciplinary action may begin at any of the steps defined in this section, depending on the seriousness of the offense committed, the frequency of occurrence, or the cumulative effect of multiple minor infractions.
 - a. Undocumented Verbal Warning – An undocumented verbal may be given to the Employee for the first occurrence of a minor offense.

- b. Documented Verbal Warning/Reprimand - A verbal warning or reprimand is given to the Employee for the first occurrence of a minor offense. The warning is administered by the Employee's immediate supervisor or the Fire Chief.
 - c. Written Warning/Reprimand - A written or formal warning is given to the Employee in the first instance of more serious offenses or after repeated instances of minor offenses. The warning is administered by the Employee's immediate supervisor or the Fire Chief. It states the nature of the offense and specifies any future disciplinary action which will be taken against the Employee if the offense is repeated within a specified time frame. A copy of the Written Warning/Reprimand and corresponding documentation are placed in the Employee's master personnel file. The Written Warning/Reprimand and corresponding documentation shall remain in the Employee's master personnel file for no less than fifteen (15) months, after which the records may be removed from the Employee's personnel file upon written request of the Employee directly to the Fire Chief, and validation of the Human Resources Director. The Employee is required to read and sign the formal warning and may attach a rebuttal which will be placed in the employee's personnel file along with the formal warning.
 - d. Suspension Without Pay:
 - i. If the seriousness of the offense warrants or despite previous warnings an Employee still fails to reach the required standards in the specified time frame, the Employee may be suspended without pay. During Suspension, the Employee is barred from working for a predetermined period of time and his/her salary is docked accordingly. Suspension without pay actions may range from one (1) to ten (10) shifts for line personnel and one (1) to twenty (20) days for forty (40) hour personnel.
 - ii. An Employee may also be placed on Suspension without pay pending discharge. A decision to suspend pending discharge is made based on the reasons for the Discharge and is generally utilized when the Employee is suspected of gross misconduct or when his/her continued presence during the investigation period would be a disruption to normal Fire District business. If the Employee is found to have been Suspended inappropriately, pay and benefits for the period of Suspension will be reinstated (except that, if insurance has lapsed, coverage for time passed cannot be reinstated).
 - e. Involuntary Demotion:
 - i. If the seriousness of the offense warrants or despite previous warnings an Employee still fails to reach the required standards in the specified time frame, the Employee may be demoted.
3. Dismissal - An Employee who fails to correct unsatisfactory performance/behavior during previous steps in the progressive discipline procedure will be terminated. In the case of a serious infraction (gross misconduct), an Employee may be summarily Dismissed (i.e., instant dismissal without notice) only in the event of gross misconduct, defined as acts which are intentional, wanton, willful, deliberate, and reckless, or in deliberate indifference to the Employer's interest, and only while on duty or specifically acting as an agent of the

Employer without benefit of the progressive and corrective discipline's sequence of lesser actions.

4. Notice of Suspension, Involuntary Demotion, or Dismissal --All notices of Suspension, Involuntary Demotion, or Dismissal shall be given to the Employee in-writing, specifying the action to be taken and the grounds upon which the action is based. The specification of charges shall include a statement of the job performance and/or behavior which does not meet the standards or demands of their position. The notice shall include a statement that the Employee has five (5) working days to meet with the Fire Chief or his/her designee to discuss the proposed action. The specification of charges shall be signed by the Fire Chief or his/her designee. The Fire Chief or his/her designee shall not Suspend, Involuntarily Demote, or Dismiss an Employee without giving ten (10) working days' notice prior to the action being taken.

The Fire Chief may serve notice upon an Employee by mail or personal service. If mailed, notice shall be mailed to the Employee at his/her last known address by USPS Certified Mail, Return Receipt Requested. Receipt shall be deemed the date of first attempt of delivery as indicated on the return receipt. Should notice be returned-to-sender, receipt shall be deemed to be on the third day after the date of mailing of the notice.

The Employee may be accompanied by a Union representative should the Employee decide to meet with the Fire Chief to review the charges. The Employee shall be given an opportunity to state his/her position as to whether there are true and reasonable grounds for the proposed action.

The discipline may ~~be~~ postponed to allow for the consideration of evidence the Employee produced and/or for further investigation of the Employee's response.

5. Appeals of Disciplinary Actions -Within ten (10) days of the date that disciplinary action of Suspension Without Pay, Involuntary Demotion, or Dismissal is implemented by the Fire Chief, the Union may appeal said disciplinary action to Arbitration as provided in Article 24 Grievance Procedure 3. Formal Levels, (c) Level 3.
6. Failure of the District or its designee to follow the steps or procedures outlined in this Article may be cause to file a grievance pursuant to Article 24 of this Agreement.

ARTICLE 23: PERSONNEL FILES

1. The Employer will maintain a personnel, training, and medical file on each Employee. The Employer shall maintain only one (1) set of these files on each Employee; personnel and medical files shall be maintained by the Human Resources Department. Training files shall be maintained by the Fire District. Individual health-related information for the Hazardous Materials (Haz-Mat) response units shall be maintained on those units, provided the Employee agrees, in-writing.

2. Any Employee has the right to review his/her personnel file and/or health file upon request in the Human Resources Department. Reasonable advance notice will be provided. This right is limited to the individual Employee to review his/her own personnel file and/or health file. However, an Employee may, with a notarized release form, permit his/her personnel file and/or health file to be reviewed by a party so authorized, upon written request to the Human Resources Department.
3. 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 the denial shall be provided to the Employee ~~in-writing~~ in writing.
4. Except as provided in Section 2 of this Article, only those people working in the Human Resources Department, the Fire Chief, and those people in the immediate chain of command of the Employee, as authorized by the Fire Chief, shall have access to an Employee's files. In addition, the Employer's authorized attorney/attorneys 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.
5. Any person accessing an Employee's files shall sign a file entry roster unless the access is the normal day-to-day access made by employees working in the Human Resources Department.
6. 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.
7. Any Employee under this policy, upon reviewing his/her personnel file and/or health file, who finds inaccurate or misleading material, may prepare and present to the Fire Chief a clarifying statement pertaining to the document in question requesting removal of said document from his/her personnel file and/or health file. Consultation with and approval from the Fire Chief is required prior to any action to remove material, that is not health-related, from a personnel file.
8. If requested by the Employee, the Union shall be notified, within three (3) working days, of any disciplinary materials placed in an Employee's files.

ARTICLE 24: 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 a group of employees who are covered by the provisions of this Agreement and who believe that 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 provided for in this Agreement.
 - c. Day: Shall mean a weekday, Monday through Friday, excluding holidays.
2. Grievance Levels: The following formal Grievance Levels shall apply if informal discussions and attempts to resolve the matter between the Employee or Union and the immediate Supervisor are not successful. Disciplinary actions described in Article 22 Section 5 are not subject to Grievance Levels 1 and 2 of this Article, but shall immediately proceed to Level 3 of this Article.
- a. Level 1. Within ten (10) days of the event giving rise to a Grievance or from the date the Employee(s) could have reasonably been expected to have had knowledge of such event, the Employee(s) or Union may file a written Grievance with the directly involved duty officer. The statement shall contain a statement describing the Grievance, the specific section(s) of this Agreement allegedly violated, and the remedy requested. The duty officer may have a meeting with the Grievant and, within ten (10) days of receiving the Grievance, give a written answer to the Grievant and forward the Grievance and the answer to the Fire Chief.
 - b. Level 2. If the Grievant is not satisfied with the written answer at Level I, the Grievant or the Union may, within ten (10) days from the receipt of such answer, file a written appeal to the Fire Chief. Within fifteen (15) days of receipt of the written appeal, the Fire Chief or his/her designee, shall investigate the Grievance, which may include a meeting with the concerned parties, and give a written answer to the Grievant.
 - c. Level 3. Should the Grievant or Union wish to appeal the Fire Chief's decision, a written notification requesting Arbitration must be served upon the District within ten (10) days of the Fire Chief's decision.
 - d. With the consent of the parties, expedited Arbitration may be used.
 - e. The parties agree to solicit a list of seven (7) professional neutrals with public sector experience from the American Arbitration Association (AAA) and alternatively strike names from such list until one name remains. That remaining person so selected shall serve as the Arbitrator. For the first Arbitration, the party to strike first shall be determined by lot. Thereafter, the party to strike first shall alternate between the parties. Arbitrations shall be conducted in accordance with AAA rules.
3. Arbitration Costs. The costs of arbitration shall be borne as follows:

- a. The expenses, wages, and other compensation of any witness called before the Arbitrator shall be borne by the party calling such witness. Other expenses incurred such as professional services, consultations, preparation of briefs and data to be presented to the Arbitrator shall be borne separately by the respective parties.
 - b. The Arbitrator's fees and expenses, and the cost of any hearing room, shall be borne by the losing party to the Arbitration. The Arbitrator will be required to specify the payor of costs.
 - c. 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 mutually agreed to share the cost. Any other party desiring a copy will pay for the copy. If the Arbitrator requires a reporter and transcript, the parties will share the cost equally.
4. Arbitrator Decision. The Arbitrator's decision shall be final and binding upon both parties. The arbitrator shall not have the power to modify, amend, or alter any terms or conditions of this Agreement.
5. General Provisions.
 - a. If a 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. If the District fails to respond with an answer within the given time period, the Grievant shall have the right to appeal to the next higher step.
 - c. Time limits and formal levels may be waived by mutual written consent of the parties.
 - d. Nothing contained herein shall preclude an Employee, with or without representation, from bringing a problem not covered herein through the chain of command to the Fire Chief.

ARTICLE 25: 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 one hundred percent (100%) of the monthly premiums for health insurance (to include hospitalization, major medical, dental, and vision) for Regular Full- Time Employees. The Employer agrees to pay a prorated percentage of monthly premiums for health insurance based on actual hours scheduled to be worked for Regular Part-Time Employees working at least twenty-one (21) hours but less than thirty (30)

hours* per workweek. Employees working 30 hours or more are eligible for benefits equaling that provided to regular full-time employees. Employer agrees to pay \$40,000 in Life and Accidental Death and Dismemberment (AD&D) for the employee for the term of this Agreement.

*The federal Affordable Care Act (ACA) requires that employees working an average of 30 or more hours per week be eligible for health benefits coverage.

3. Employer agrees to pay eighty percent (80%) of the monthly premiums for health insurance base plan for the Employee's dependents (up to age 26) and eighty percent (80%) for the employee's spouse who is not eligible for government-sponsored (e.g., Medicare, Medicaid, Veterans Administration) or employer-sponsored health insurance coverage. If the Employee's spouse is eligible for any other government-sponsored or employer-sponsored health insurance coverage, the Employee may choose to cover his/her spouse on Employer's plan for a charge equal to fifty (50%) percent of the cost of the spouse's coverage. The District agrees to pay one hundred percent (100%) of the cost for dental insurance of the employee's dependents and spouse.
 - a. Each Employee shall provide on a District-provided affidavit to the HR office annual certification stating whether his/her spouse is eligible for any other government-sponsored or employer-sponsored health insurance coverage.
4. 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 fifty percent (50%) of the premium that the Employer would have paid for Employee only base plan coverage. Premium percentage will be paid to the employee via payroll once per month and will be considered taxable income. 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. No payment will be made if the Employer has reason to know that Employee or any other member of his/her expected tax family does not have, or will not have, the required alternative coverage. The Employee must also acknowledge that, in the event s/he no longer meet the criteria set forth above, s/he will no longer be eligible for payment from Employer and will immediately notify the Human Resources office. Failure to notify Human Resources will lead to cost recovery from the employee.
5. 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 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 PEBP shall be responsible for the payment of any excess difference in cost for the coverage elected. Employer contributions to retiree coverage will stop at age 65 or when the Retiree becomes eligible for Medicare Part A and Part B.

6. Legal Liability - NRS Chapter 41 shall apply to represented employees, as appropriate.
7. Employees may elect to cash out up to forty (40) or fifty-six (56) hours based on their assigned work schedule, of accrued sick leave annually as a HSA contribution, provided they maintain 240 hours in their sick leave bank. This election takes place twice annually in the second full pay period in June and December. Signed request must be submitted with the employee's timecard. Total annual contributions to the HSA cannot exceed limits outlined within law.
8. The District will provide a subscription to an air ambulance service for all District employees at no cost to the employee.
9. Each employee, on an eligible plan, shall receive an annual preload of \$500.00 into their HSA, to be paid out in the first pay period of each fiscal year. Employees who are not currently enrolled on the District insurance program shall not be entitled to this preload. Any employee who joins the District plan after July 1st will not be eligible until the following July 1st for the \$500.00 preload.

ARTICLE 26: 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 request in writing that such deductions be made. The Employer will not honor any blanket request by the Union for payroll deductions.
2. The total amount of deductions shall be remitted by the Employer to the Treasurer of the Union by the deposit of said deductions to the bank account of the Union, the bank to be designated by the Treasurer of the Union, as soon as reasonably possible after the end of the pay period in question.
3. This authorization for payroll deduction of dues shall remain in full force and effect during the term of this Agreement, provided, however, individual Employees may rescind a request that dues be deducted at any time, and such written revision will be honored by the Employer.
4. The Union will indemnify, defend, and hold the Employer harmless against any claims made and against any suits instituted against the Employer on account of any action taken or not taken by the Employer in good faith under the provisions of this Article.
5. The Employer agrees to provide an automatic payroll check deposit program. Those Employees wishing to participate in this program will have the net amount of their paycheck automatically deposited to their bank account. This automatic deposit will be submitted no later than Friday morning of the payday week. Automatic deposits can be made by the Employer to any bank or savings and loan with a bank routing number. On payday, instead of a paycheck, participating Employees will receive a voucher detailing

their gross pay, deductions, sick and vacation hour balances, and number of hours at the given pay rate.

6. 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. In this connection, all other legal and required deductions have priority over Union dues.

ARTICLE 27: EDUCATION AND DEVELOPMENT

An Employee will be reimbursed for education training courses in accordance with this Article and District Policy.

1. The training must be related to the required skill or education for the Employee's current position or to a logical career path with the Employer.
2. Only bargaining unit Employees will be eligible for reimbursement for course work after successful completion of the employment probationary period. Further eligibility may be determined by the Fire Chief in accordance with the District's training program.
3. Employees will be reimbursed up to Two Thousand, Two Hundred and Thirty Dollars (\$2230.00) per fiscal year. There will be no reimbursement if the cost is assumed by any other institution, scholarship, or grant-in-aid.
4. Any education reimbursement funds not used by the beginning of the fourth quarter (April 1st) of the fiscal year will be placed into a pool that may be drawn upon by Employees who have exhausted their education reimbursement funds for the current fiscal year, up to a max of an additional Five Hundred Dollars (\$500.00). In order to draw from the education reimbursement fund pool, the Employee must apply and receive approval by the Fire Chief or their designee on or after April 1st. If an employee receives the additional Five Hundred Dollars (\$500.00) reimbursement, that additional Five Hundred Dollars (\$500.00) must be used before the end of the fourth quarter (June 30th) of the fiscal year. No reimbursement funds issued in the current fiscal year will carry-over into the subsequent fiscal year.
5. Reimbursable expenses shall be restricted to tuition and course fees. Lodging (based on GSA per diem or District policy for current year) and travel (mileage reimbursement based on current GSA category "If use of privately owned automobile is authorized or if no Government-furnished automobile is available" or District policy for the current fiscal year) will be reimbursed if the training class is in the interest of the District. While courses shall be normally taken on the Employee's own time, exception may be granted by the Fire Chief, in which case hours from work will cause no adverse impacts to his/her duties and other Employees in the workplace, and which hours from work must be deducted from earned Vacation or Training leave or be recorded as an unpaid excused

absence. All training subject to reimbursement must be approved by the Fire Chief or their designee.

6. Employees shall be allowed to use a portion of their Two Thousand, Two Hundred and Thirty Dollars (\$2230.00) Education and Development reimbursement allotment to attend a maximum of six (6) units (typically two courses) per fiscal year with prior approval of the Fire Chief. These courses must be taken from an accredited college or university and count towards a degree program consistent with their current position, or to a logical career path within the fire service. These may include, but are not limited to, English, Math, Humanities, Science, Engineering, Business Administration, Public Administration, Emergency Management, or any fire service-related course of study. This is a reimbursement process in which Employee is responsible for providing proof that they completed the class with a minimum grade of "B" eighty (80%).
7. To obtain reimbursement, the course must be taken from a recognized and accredited college, university, or training institution. The Employee shall provide valid evidence that s/he completed the course with a minimum grade of "B" eighty (80%). If the course is of a nature that no grade is given (i.e., pass or fail), the Employee must provide to the Employer a certificate of completion or other valid documentation showing satisfactory passage of the courses.
8. The employee shall receive the regular rate of pay during training and education which takes place during the employee's regular schedule shift period and otherwise as required by the federal Fair Labor Standards Act (FLSA).
9. All bargaining unit members shall be eligible to receive up to forty-eight (48) hours of Training leave per fiscal year. Training leave shall only be used for high hazard trainings (e.g., rope rescue, hazmat, ~~live fire~~live fire, etc.) and only during hours in which the high hazard training occurs. Training leave must be approved by the training division prior to the member participating in the training.

ARTICLE 28: PERSONNEL REDUCTION

In the event of a personnel reduction in accordance with Article 2 of this Agreement, such reduction shall be affected as follows:

1. The Employee with the least seniority in the affected classification shall be laid-off first.
2. Any Employee being laid-off shall have the option of accepting a voluntary demotion to a lower classification within the District, provided the employee has occupied the lower class with the District.
3. If an Employee being laid-off elects to accept a voluntary demotion, then the Employee in the lower classification with the least total seniority with the Fire District shall be laid-off, and, if the demoted Employee has the least total seniority with the Employer, s/he will be the one to be laid-off. An Employee who accepts a voluntary demotion shall be placed at a step in the salary range that is closest to his/her current salary. However, in

no instance shall an Employee be paid more than the top of the salary range of the lower job class.

4. The laid-off Employee shall remain on a recall list for two (2) years following the date of lay-off, provided, however, the laid-off Employee shall be removed from the recall list if the laid-off Employee fails to report for duty within fifteen (15) working days of certified mailing of notice of recall to Fire District employment.
5. No new Employee shall be hired, subject to Section 4, until the last-laid off Employee has been given the opportunity to return to work.

ARTICLE 29: ACTING IN A HIGHER CLASSIFICATION OR DUAL-ROLE CAPACITY.

1. When a Firefighter is assigned by the Fire Chief or Fire Chief's Designee to temporarily fill a Captain vacancy, the Firefighter shall be entitled to five percent (5%) of his/her base pay for the time served in acting classification. A Firefighter and/or engineer assigned to an engine on off-district assignments as an Engine Boss shall receive the same five percent (5%) to his/her base pay during the time of the assignment.
2. A Captain may be assigned by the Fire Chief or Fire Chief's Designee to fill the role of Battalion Chief when a normally scheduled Battalion Chief is unavailable. In such instances, the Captain shall be entitled five percent (5%) of his/her base pay for the time served in acting classification.
3. A Fire Inspector may be assigned by the Fire Chief or Fire Chief's Designee to fill the role of Fire Marshall in his/her absence. Only a Fire Inspector with the required qualifications of the Fire Marshall, can be assigned to fill the role of Fire Marshall and shall be entitled five percent (5%) of his/her base pay for the time served in acting classification.
4. Fire Inspector shall not be eligible to fill the role of Captain, "Acting" Captain, Battalion Chief or "Acting" Battalion Chief.
5. Wildland division employees shall be entitled to five percent (5%) of his/her base pay for any time served in an acting classification. Wildland division employees are only eligible to act in positions at a higher rate within the Wildland division.

ARTICLE 30: STRIKES AND LOCKOUTS

1. 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.
2. 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 31: SHIFT TRADES

1. Represented Employees may request to trade shifts in the event that it does not interfere with the operation of the Fire District. Employees who trade shifts must occupy the same job classification and otherwise be qualified to perform the duties of the job class.
2. No obligation, financial or otherwise, shall accrue to the Employer on account of such shift trades. Therefore, hours worked by an Employee working a shift as the result of a shift trade shall be excluded from any overtime calculation. However, the regularly scheduled Employee shall be compensated as if s/he had worked his/her normal schedule for the traded shift.
3. Where overtime is required as the result of an Employee's inability to fill a shift trade, the Employee failing to fill a shift shall have his/her annual leave balance reduced up to twenty-four (24) hours, or up to thirty-six (36) hours if overtime payment is required.
4. Three-way shift trades are prohibited except under emergency conditions, as determined by the Supervisor.
5. Employees shall be permitted to take a maximum of 480 hours off of shift trade per calendar year. Shift trades shall not interfere with the operation, administration, or safety of the Fire District.
6. Nothing herein shall be construed to diminish the Employer's management rights under NRS 288 or the Management Rights clause hereof.
7. Probationary employees shall not be granted shift trades during the first 6 months of employment without prior approval of the Fire Chief.
8. A shift trade is only permitted upon documented approval by the Fire Chief or his/her designee.

ARTICLE 32: DEATH IN FAMILY

An Line staff employees shall be granted up to four (4) shifts off for a total of 96 hours, and 40-hour employees shall be granted up to ten (10) shifts off for a total of (80) hours with pay per occurrence without loss of any accrued time to attend a funeral and tend to family affairs for a family member within the first degree of consanguinity or affinity (Appendix A).

ARTICLE 33: 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 a member for refusing to submit to polygraph examinations. Testimony regarding whether an Employee refused to submit to polygraph examination shall be confined to the fact that, "The Storey County Fire Protection

District does not compel personnel to submit to polygraph examinations." This Article, however, does not apply to applicants in the hiring process.

ARTICLE 34: AMENDING PROCEDURE

It is agreed that no provision of this Agreement may be amended without the mutual agreement of the parties.

ARTICLE 35: PREVAILING RIGHTS

1. 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 contract, will not be diminished without mutual consent of the parties.
2. There will be no change in any Article or subject matter covered by this Agreement without the mutual consent of the parties.
3. 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 36: COMMUNICABLE DISEASE

1. In the event an Employee covered under this Agreement or his/her supervisor suspects that, as a result of the course of duty, s/he has been exposed to or is the carrier of a serious communicable disease; the Employee may be relieved of duty without the loss of any pay or sick leave and shall be taken immediately to a local emergency hospital for diagnosis and treatment. It shall be the responsibility of the supervisor to determine if or when the Employee is permitted to leave duty for this purpose.
2. The Employee shall be provided with preventive measures designed to protect the Employee against communicable diseases. These measures shall include, but are not limited to, medical procedures such as hepatitis and other vaccines and blood tests, and Bodily Substance Isolation (BSI) such as, gloves, masks, and other products, equipment, and procedures that are intended to detect, prevent, or impede communicable disease. The use of BSI shall be required by a supervisor if it appears the nonuse of this equipment may endanger the Employee or another Employee. Participation in any medical procedures, such as vaccination and testing, shall be at the discretion of the Employee, and the Employer shall not be held responsible for any consequences to the Employee as a result of the Employee having or not having received any vaccinations or tests or his/her refusal to use BSI. This does not waive the Employee's rights under Workers' Compensation.

ARTICLE 37: TRANSFER OF FUNCTION

1. The District 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 Fire District services prior to or upon any decision to consolidate or any other form of placement or transfer. Nothing in this Article will prevent the District from making any decisions to consolidate or any other form of placement or transfer to another entity.
2. The District will notify the Union by telephone the next workday of any decisions regarding consolidation or any other form of transfer or placement. A written notice will also be sent to the Union within five (5) days of the decision. For purposes of this Article, a day is defined as Monday through Friday, excluding Saturday, Sunday, and holidays.
3. This Agreement shall be binding upon the successors and assignees 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 38: SAVINGS CLAUSE

1. This Agreement is the entire agreement of the parties.
2. 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 39: LEAVE 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 District's Family and Medical Leave Act (FMLA) Policy 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) workdays' 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. Leaves of absence without pay may be granted by the Fire Chief and Personnel Director for medical disability when an Employee has exhausted paid Sick Leave or for personal reasons. Policies regarding each are as follows:

- a. Medical - 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 180 calendar days.
- b. Personal - Leaves of absence without pay for purposes other than medical/disability may be granted at the discretion of the Fire Chief
 - i. An Employee who requests a leave of absence for Vacation or similar purposes is required to exhaust accrued Vacation time prior to the start of an unpaid leave of absence of more than five (5) workdays. 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 Fire Chiefs discretion. However, in all cases where a leave in excess of ninety (90) calendar days is requested, Vacation accrual must first be exhausted.
 - ii. Personal leaves of absence without pay may be granted for a maximum of six (6) months.

4. Effect of Leave of Absence without Pay on Employee Benefits

- a. Time spent on an unpaid leave of absence of over thirty (30) calendar days will not be counted as time employed in determining an Employee's eligibility for benefits that accrue on the basis of length of employment.
- b. An Employee on an unpaid leave of absence of over thirty (30) calendar days shall not be entitled to receive District-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.
- c. Upon notifying the District of his/her intention to return to employment, an Employee shall be reinstated to his/her original job.
- d. Upon return from any unpaid leave of absence over thirty (30) calendar days, the Employee's anniversary date will be adjusted by the amount of time out of pay status.

5. Procedures and Responsibilities

- a. Employee - Employees seeking a leave of absence are required to:
 - i. Notify the Fire Chief as far as possible in advance of the need for a leave of absence.
 - ii. Obtain and complete an "Absence Request" form and submit it for approval to the Fire Chief (forms available from Human Resources or Supervisor).

- iii. Provide support documentation such as a physician's written statement, military orders, adoption papers, etc. (if applicable).
 - iv. If approved during the leave, maintain contact with the District regarding prognosis and/or possible return date. Notify supervisor at earliest possible date of intended date of return.
 - v. If an extension of the leave of absence becomes necessary, a written request must be submitted to the Supervisor prior to the expiration of the leave of absence.
- b. Supervisor- The Employee's Captain will review the "Absence Request" and forward it to the Fire Chief with his/her recommendation/comments.
- i. The Fire Chief will review and act upon a request for leave of absence in consideration of the following factors:
 - 1. The purpose for which the leave is requested;
 - 2. The length of time the Employee will be away; and
 - 3. The effect the leave will have on the ability of the District to carry out its responsibilities.
 - ii. The Fire Chief may approve a leave of absence without pay of five (5) calendar days or less.
 - iii. A leave of absence without pay over five (5) calendar days must have recommendation from the Fire Chief and Human Resources Director
 - iv. Approved requests are forwarded to the Human Resources Department for appropriate disposition.
 - v. The Captain will ensure that a properly coded time sheet is submitted biweekly to the Finance Division during the duration of the approved leave.
 - vi. The Fire Chief may approve twenty-four (24) hours of leave to an Employee for emergency leave, without loss of any accrued time.

ARTICLE 40: INCENTIVE PAY

- 1. Employees will be granted incentive pay as follows:

Incentive Category	Annual Incentive Pay Rate
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Category 1: Education Degree	
Applied Associates Degree in Fire Science	2.5% of base rate of pay
Bachelor’s Degree in Fire Science, Emergency Management, Chemistry, Mathematics, Business Management, or field directly related to the duties of the employee’s position	3.0% of base rate of pay
Category 2: Operations Certification	
Current Hazmat Technician Level Certification (Maximum of 12)	2.0% of base rate of pay
Technical Rescue Technician (see paragraph 11) (Maximum of 9)	2.5% of base rate of pay
Paramedic-Captain	2.0% of base rate of pay
Category 3: Current Instructor Certification	
1. CPR and First-Aid Instructor	2.5% of base rate of pay
2. Fire Service Instructor 1 / Fire Service Instructor 2	
3. EMS Instructor	
4. PALS Instructor	
5. ACLS Instructor	
6. ITLS or PHTLS Instructor	
Category 4: Fitness	
Meeting Annual Fitness Standards	\$1,000 annual incentive

Category 5: Fire Inspector Only	
Applied Associate Degree in Fire Science	2.5% of base rate of pay

Bachelor's Degree in Fire Science, Emergency Management, Chemistry, Mathematics, Business Management, or field directly related to the duties of the employee's position	3.0% of base rate of pay
Fire Service Instructor	2.5% of base rate of pay
Meeting Annual Fitness Standards	\$1,000 annual incentive
Advanced Emergency Medical Technician (AEMT)	2.0% of base rate of pay
ICC or NFPA Fire Plans Examiner (Fire Inspector 1 only) ICC or NFPA Fire Code Specialist (Fire Inspector 2 only)	2.5% of base rate of pay
Fire Investigator (IAAI)	2.5% of base rate of pay
Category 6: Preceptor	
Preceptor (Must hold current EMS Instructor Certification)	5.0% of base rate of pay Maximum of 240 hours
Category 7: Wildland Division Only	
Applied Associates Degree in Fire Science or field directly related to the duties of the position	2.5% of base rate of pay
Bachelor's Degree in Fire Science, Emergency Management, Forestry/ Range Management, Forestry/ Range Ecology, Natural Resource Management, or field directly related to the duties of the position	3.0% of base rate of pay
Category 8: Operations Certification	
State of Nevada or IFSAC Firefighter 1	2% of base rate of pay
State of Nevada or National Registry EMT/ EMT-Advanced or Paramedic Certification with NV Ambulance attendant license	2% of base rate of pay
NWCG "Unit Leader" qualification (i.e. Strike Team Leader, Situation Unit Leader, Resource Unit Leader, etc.)	2% of base rate of pay
NWCG Division/ Group Supervisor or Type 3 Incident Commander or Section Chief level qualification	3% of base rate of pay

Category 9: Current Instructor Certification	
NWCG Facilitative Instructor (M-410) Certification	2.5% of base rate of pay

2. Maximum Incentive: Employees are eligible to receive incentive pay for all three (3) categories as described in this Article for a total of no more than 14.5 percent of base rate of pay in annual incentive pay.
3. Category 1: Education Degree Incentive. Employees are eligible to receive incentive pay for only one (1) Education Degree subcategory. Incentive pay for Education Degree will not be compounded for those employees having multiple degrees. Associate's Degree in Fire Science will be the only acceptable degree for incentive. Bachelor's Degree will be acceptable if the field of study is related to the fire service, public safety, management, or other field of study directly related to the employee's position, subject to determination by the Fire Chief.
4. Category 2: Operations Certification Incentive. Employees are eligible to receive incentive pay for all three sub-categories of the Operations Certification category. However, only a Captain may earn Paramedic-Captain incentive.
5. Category 3: Current Instructor Certification Incentive. Employees are eligible to receive incentive pay for two (2) Current Instructor Certification subcategories. Two certifications can be compounded so long as one of the certifications is Fire Service Instructor or EMS Instructor.
 - a. Employees who receive incentive pay for Current Instructor Certification shall perform no less than fifteen (15) hours of qualified instruction each year from the pay period that the incentive pay is issued to the Employee. Current Instructor Certification incentive pay shall not be granted if the Employee fails to meet this provision. Employees receiving instructor incentive pay must submit class rosters showing that qualified instruction was delivered, and the rosters must show dates and times that the instruction was delivered and signatures of those attending.
 - b. Employees who receive incentive pay for Current CPR/First Aid Instructor Certification shall perform no less than fifteen (15) hours of qualified instruction each year from the pay period that the incentive pay is issued to the Employee. Current Instructor Certification incentive pay shall not be granted if the Employee fails to meet this provision. Employees receiving CPR/First-Aid instructor incentive pay must submit class rosters showing that qualified instruction was delivered, and the rosters must show dates and times that the instruction was delivered and signatures of those attending.
6. Category 4: Fitness Incentive (effective 2021). All Employees are eligible for a voluntary physical agility testing program to be administered no later than June 1st of each year using a set standard which will be mutually developed with the Fire Chief/Battalion Chiefs and Union representatives based upon the Nevada Peace Officers Standard Training Physical

Fitness program. Three (3) separate days will be scheduled to accommodate each shift. Battalion Chiefs and/or the Assistant Fire Chief shall administer the test and verify a passing score. All employees who successfully pass shall be entitled to a \$1,000 incentive to be paid on the first check in July. Participation in this program is completely voluntary and there shall be no reprisal or punitive action taken against any employee who does not obtain a passing score or for not participating in the testing. Only one attempt per year shall be allowed.

7. Category 5: Fire Inspector is ONLY eligible for listed incentives in Category 5. Maximum of 12.5% (percent)
8. Incentive Certification Maintenance. The purpose of incentive pay is to encourage the maintenance of certification that is in addition to the minimum qualifications of the Employee's Job Description. Re-certification in each category and/or subcategory is the responsibility of the Employee. The employer shall allow Employees to attend re-certification training while on duty as staffing permits. The employer shall pay three days maximum of overtime training, not to exceed ten (10) hours per day, for HM Technicians to attend one skills refresher and two drills per calendar year. Technical Rescue Technicians will be required to complete an annual refresher provided by the District or other training approved by the training division prior to attendance.
9. Category 6 Preceptor: Preceptor incentive is not subject to the maximum incentive cap of 14.5%. Preceptors may only receive the 5% incentive while actively assigned to precepting. Precepting incentive can only be obtained during phase 1 and 2 of the preceptee's TAP process.
10. Any fire captain promoted on or after July 1, 2023, will be required to have Fire Instructor 2 in order to receive category 3 Fire Instructor incentive. All current captains (pre-July 1, 2023) receiving category 3 will have until June 30th, 2026, to obtain Fire Instructor 2 in order to maintain receiving category 3 incentive.
11. To receive a category 2 technical rescue technician incentive, the members must have one of the following certifications: LARRO, Rope Technician, Trench Rescue Technician or Confined Space Rescue Technician.
12. Any member receiving a category 2 incentive for LARRO has until June 30, 2023, to obtain a rope technician, confined space rescue technician or trench technician in order to continue receiving that category 2 incentive.
13. Any member receiving any incentives listed in Article 40 must upload their specified certifications to Vector Solutions (or any other primary District provided training recording system).
14. Category 7, 8, and 9 shall only be available for members in the Wildland Division up to a maximum of 12.5 % incentive pay.

15. Category 7 Education Degree: Employees are eligible to receive incentive pay for only one (1) Education Degree subcategory. Incentive pay for Education Degree will not be compounded for those employees having multiple degrees.
16. Category 8 Operations Certification Incentive. Employees are eligible to receive incentive pay for sub-categories of the Operations Certification category. Employees are only eligible to receive incentive pay for EMT/ EMT-Advanced OR EMT-Paramedic. Employees are only eligible to receive incentive pay for NWCG "Unit Leader" qualification OR one (1) of the following: NWCG Division/ Group Supervisor, Type 3 Incident Commander, Section Chief level qualifications.
17. Category 9 Current Instructor Certification Incentive. Employees are eligible to receive incentive pay for Instructor Certification only if they have completed NWCG M-410, Facilitative Instructor, and have completed a minimum of 8 instruction hours annually.

ARTICLE 41. PROBATION

1. Definitions

"Date of hire" is the first day actually worked in a job class.

"Date of promotion" is the first day actually worked in a job class with a higher rate of pay.

2. Probationary Period

- a. Probationary periods are considered as a continuation of the selection process and apply to all appointments. All classifications covered by this Agreement shall undergo a probationary period of twelve (12) months, notwithstanding the number of hours for 8-hour and 24-hour employees. An Employee who is promoted shall serve a twelve (12) month probationary period, notwithstanding the number of hours for 8-hour and 24-hour employees.
- b. Vacation, Sick Leave, and Holidays will count towards the Probationary period. Catastrophic Leave leaves of absence without pay, Suspension, or other separations shall not be considered working time. Newly hired probationary employees shall not be authorized to use Vacation or Sick Leave during their first 6 months of employment without prior authorization from the Fire Chief.
- c. Prior to the completion of the probationary period, the Fire Chief shall notify the Employee that the probationary period is being extended under this section and the length of the extension. Employees whose probationary period is extended under this section must meet the minimum hours required.
- d. An Employee who is not rejected prior to completion of the probationary period shall acquire regular status automatically.

3. Rejection during Probation

- a. The Fire Chief or his/her designee may terminate (reject) a probationary Employee at any time during the probationary period without cause or right of appeal.
- b. The Fire Chief or his/her designee shall notify the Employee in writing that s/he is rejected during probation. No reasons for the action are necessary.
- c. An Employee who was promoted to a vacant position with a higher pay grade and was rejected during the probationary period must be restored to the position from which s/he was promoted provided that s/he has completed twelve (12) months of continuous service with the Fire District.
- d. An Employee who is serving a probationary period as the result of a promotion may, for a six-month period from date of promotion, voluntarily demote to the position from which s/he was promoted. Such voluntary action on the part of the Employee does not require a showing of cause by the Fire Chief or his/her designee.

ARTICLE 42: DURATION

1. This Agreement shall become effective July 1, 2023, and shall continue until June 30, 2026, except as otherwise provided below.
2. If either party desires to negotiate changes in any Article or Section of this Agreement, it shall provide the notice required by NRS 288.180.
3. The parties shall promptly commence negotiations. If the parties have not reached agreement by April 10th, either party may submit the dispute to an impartial fact finder at any time for his/her findings. The fact finder shall make recommendations of the unresolved issues.
4. If the parties have not reached an agreement within ten (10) workdays after the fact finder's report is submitted, all issues remaining in dispute shall be submitted to an arbitrator. The arbitrator shall, within ten (10) workdays after the final offers are submitted, accept one of the written statements, and shall report the decision to the parties.
5. The impartial fact finder and the binding arbitrator shall be from the American Arbitration Association (AAA) and/or the Federal Mediation and Conciliation Services (FMCS). The Union and the District agree to solicit a list of seven (7) professional neutrals with public sector experience from the AAA or FMCS and alternately strike names from such list until one name remains. That remaining person so selected shall serve as arbitrator. For the first arbitration, the party to strike first shall be determined by lot. Thereafter, the party to strike first shall alternate between the parties. All hearings shall be conducted according to AAA or FMCS rules.
6. In the event that future agreements are not reached prior to July 1 of that year, all awards rendered by the final binding arbitrator shall be retroactive to July 1 of the year negotiations commence.

ARTICLE 43: ADAAA/ADEA

1. It is recognized that the Employer must comply with the statutory provisions of the Americans with Disabilities Act as Amended (ADAAA) and the Age Discrimination in Employment Act (ADEA). However, in complying with the provisions of the ADAAA or ADEA, the Employer shall not violate any Federal or State statute, Local ordinance or the terms of this Agreement.
2. Should the Employer have reasonably been expected to have knowledge of or be required to change any current policy or practice in order to comply with the provisions of the ADAAA/ADEA, the Employer will provide the Union notice as soon as possible prior to its implementation, unless otherwise ordered by a court or administrative tribunal of competent jurisdiction.

ARTICLE 44: HABITABILITY OF STATIONS

1. The Employer shall at all times maintain the stations in a habitable condition. A station is not habitable if it substantially lacks one or more of the following:
 - a. Effective waterproofing and weather protection of roof and exterior walls and doors.
 - b. Plumbing facilities which conform to applicable law when installed and which are maintained in good working order.
 - c. A water supply approved under the law and capable of producing hot and cold running water, furnished with appropriate fixtures and connected to a sewage disposal system approved under applicable law and maintained in good working order to the extent that the system can be controlled by the Employer.
 - d. Adequate heating facilities which conform to applicable law when installed and are maintained in good working order.
 - e. Electrical lighting, outlets, wiring, and electrical equipment which conformed to applicable law when installed and are maintained in good working order.
 - f. Floors, walls, ceilings, stairways, and railings maintained in good repair.
 - g. Ventilating, air conditioning, and other facilities and appliances maintained and in good repair.
 - h. All household/station appliances (refrigerator, range, dishwasher, microwave, and water purification system) shall be maintained in good repair and working order. Station 71 Virginia City shall be exempt from having a water purification system.
 - i. Sleeping mattresses shall be replaced on a rotational schedule at the end of their useful life or warranty period as indicated thereon, or after three years if no useful

life or warranty is indicated thereon. The period of time in which a station is left dormant or is not in operation shall be credited toward the life of the sleeping mattresses in that station. Credit toward the useful life of those mattresses shall be counted in months.

- j. Office furnishings office desks, office chairs, and shelving.
- 2. In the event that repairs and/or maintenance beyond that which is commonly performed by Employees become necessary, the Employer shall perform or otherwise arrange for the performance of such repairs and/or maintenance. Employer shall perform or arrange for the performance of remodeling as needed to maintain station in good repair and in habitable condition.
- 3. The District shall budget no less than \$4,500.00 per fiscal year for tentative station and living improvements.
- 4. A District and Union representative will meet to establish a list of needed items to be purchased for the new fiscal year. All requests, in addition to the foregoing, must be signed by the Union president prior to approval by the Fire Chief prior to March 1st of every year.

ARTICLE 45: LONGEVITY

- 1. Longevity will be paid to employees once annually after the completion of their fifth (5) year and each subsequent year following the schedule listed below:

5-10 Years of service:	\$500.00 Annually
10-15 Year of service:	\$750.00 Annually
15-20 Year of service:	\$1,000.00 Annually
20 + Years of service:	\$1,250.00 Annually

Payment will be made on the first full pay period after the employee's anniversary date.

ARTICLE 46: REOPENER

Both the Union and the Fire District have an option for a reopener, limited to one article each, for the third year of the contract, 2025/2026. The party(s) requesting the reopener must notify the other party of this request no later than February 1, 2026.

Appendix A

2023-2026 Collective Bargaining Agreement - SCFFA/Storey County Fire Protection District

Appendix B

Year 1 (2023-2024)

FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
FF-EMT	62,732.66	21.54	64,928.30	22.3	67,200.79	23.08	69,552.82	23.88	71,987.16	24.72	74,506.72	25.59	77,114.45	26.48
FF-P-Medic	71,076.23	24.41	73,563.89	25.26	76,138.63	26.15	78,803.48	27.06	81,561.60	28.01	84,416.26	28.99	87,370.83	30
Captain-EMT	84,751.40	29.1	87,717.70	30.12	90,787.82	31.18	93,965.40	32.27	97,254.18	33.4	100,658.08	34.57	104,181.11	35.78

Non-FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Fire Insp. I	62,732.66	30.16	64,928.30	31.22	67,200.79	32.31	69,552.82	33.44	71,987.16	34.61	74,506.72	35.82	77,114.45	37.07
Fire Insp. II	71,076.23	34.17	73,563.89	35.37	76,138.63	36.61	78,803.48	37.89	81,561.60	39.21	84,416.26	40.58	87,370.83	42.01

Year 2 (2024-2025)

FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
FF-EMT	65,241.96	22.4	67,525.43	23.19	69,888.82	24	72,334.93	24.84	74,866.65	25.71	77,486.98	26.61	80,199.03	27.54
FF-P-Medic	73,919.27	25.38	76,506.45	26.27	79,184.17	27.19	81,955.62	28.14	84,824.07	29.13	87,792.91	30.15	90,865.66	31.2
Captain-EMT	88,141.46	30.27	91,226.41	31.33	94,419.33	32.42	97,724.01	33.56	101,144.35	34.73	104,684.40	35.95	108,348.36	37.21
FF-WL	48488.97	23.31	50,186.08	24.13	51,942.59	24.97	53,760.58	25.85	55,642.20	26.75	57,589.68	27.69	59,605.32	28.66
Engineer-WL	56232.35	27.03	58,200.48	27.98	60,237.49	28.96	62,345.81	29.97	64,527.91	31.02	66,786.39	32.11	69,123.91	33.23
HEFO	66842.59	32.14	69,182.08	33.26	71,603.46	34.42	74,109.58	33.26	76,703.41	34.42	79,388.03	35.63	82,166.61	39.50
Captain-WL	70356.75	33.83	72,819.24	35.01	75,367.91	36.23	78,005.79	37.50	80,735.99	38.82	83,561.75	40.17	86,486.41	41.58

Non-FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Fire Insp. I	65,241.96	31.37	67,525.43	32.46	69,888.82	33.6	72,334.93	34.78	74,866.65	35.99	77,486.98	37.25	80,199.03	38.56
Fire Insp. II	73,919.27	35.54	76,506.45	36.78	79,184.17	38.07	81,955.62	39.4	84,824.07	40.78	87,792.91	42.21	90,865.66	43.69

2023-2026 Collective Bargaining Agreement - SCFFA/Storey County Fire Protection District

Year 3 (2025-2026)

FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
FF-EMT	65,241.96	22.4	67,525.43	23.19	69,888.82	24	72,334.93	24.84	74,866.65	25.71	77,486.98	26.61	80,199.03	27.54
FF-P-Medic	73,919.27	25.38	76,506.45	26.27	79,184.17	27.19	81,955.62	28.14	84,824.07	29.13	87,792.91	30.15	90,865.66	31.2
Captain-EMT	88,141.46	30.27	91,226.41	31.33	94,419.33	32.42	97,724.01	33.56	101,144.35	34.73	104,684.40	35.95	108,348.36	37.21
FF-WL	48488.97	23.31	50,186.08	24.13	51,942.59	24.97	53,760.58	25.85	55,642.20	26.75	57,589.68	27.69	59,605.32	28.66
Engineer-WL	56232.35	27.03	58,200.48	27.98	60,237.49	28.96	62,345.81	29.97	64,527.91	31.02	66,786.39	32.11	69,123.91	33.23
HEFO	66842.59	32.14	69,182.08	33.26	71,603.46	34.42	74,109.58	33.26	76,703.41	34.42	79,388.03	35.63	82,166.61	39.50
Captain-WL	70356.75	33.83	72,819.24	35.01	75,367.91	36.23	78,005.79	37.50	80,735.99	38.82	83,561.75	40.17	86,486.41	41.58

Non-FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Fire Insp. I	65,241.96	31.37	67,525.43	32.46	69,888.82	33.6	72,334.93	34.78	74,866.65	35.99	77,486.98	37.25	80,199.03	38.56
Fire Insp. II	73,919.27	35.54	76,506.45	36.78	79,184.17	38.07	81,955.62	39.4	84,824.07	40.78	87,792.91	42.21	90,865.66	43.69

Wildland Division Employees shall receive their next scheduled merit increase starting on July 1, 2024.

SIGNATORIES TO AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Dated this _____ day of _____, 2024

STOREY COUNTY FIRE
PROTECTION DISTRICT

STOREY COUNTY FIRE FIGHTERS'
ASSOCIATION, IAFF LOCAL 4227

Jay Carmona, Chairman

Jeffrey Hintz, President

Clay Mitchell, Commissioner

Derek Giurlani, Vice-President

Lance Gilman, Commissioner

Chis Ottoboni, Secretary

Jeremy Loncar, Fire Chief

Fritz Klingler, Treasurer


Jennifer McCain, Comptroller

APPROVED AS TO FORM:

Attest By:

Anne Langer, District Attorney

Jim Hindle, Storey County Clerk/Treasurer

	<h1>Board of Storey County Fire Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 7/2/2024 10:00 AM - BOCC Meeting	Estimate of Time Required: 10 mins	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval of Resolution No. 24-722, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 474.470 for appointed and non-represented Storey County Fire Protection District employees for the 2024-25 fiscal year and superseding prior year action by resolution for appointed Storey County Fire Protection District employees with the adjustments of removing the Wildland grant-funded positions and adjusting the salary schedule to seven steps.
- **Recommended motion:** I (Fire Commissioner) move to approve Resolution No. 24-722 a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 474.470 for appointed and non-represented Storey County Fire Protection District employees for the 2024-25 fiscal year and superseding prior year action by resolution for appointed and non-represented Storey County Fire Protection District employees.
- **Prepared by:** Brandie Lopez

Department: HR

Contact Number: 775-847-0968

- **Staff Summary:** This resolution will replace resolution 23-692 and remove the Wildland grant-funded positions and adjust the salary schedule to seven steps. The Wildland positions were approved in the Fire District budget and will no longer be grant funded. These positions will now be represented in the SCFFA Collective Bargaining Agreement. The general salary schedule is being adjusted to a seven-step chart to be consistent with the SCFFA salary schedule. NRS 474.470 states that the Board has the 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 2024-25 fiscal year. The wage adjustments are currently accounted for in the approved 24/25 budget.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **Legal review required:** False

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

RESOLUTION NO. ~~23-692~~ 24-722

A RESOLUTION SETTING SALARIES OF EMPLOYEES FIXED BY ORDINANCE OR RESOLUTION 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 the authority to establish the salaries of all appointed and non-represented Fire District employees by the enactment of a resolution or other action.

WHEREAS, the salaries of all Fire District appointed officials and non-represented 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 (Attachment A).

WHEREAS, the General Salary Schedule (Attachment A) will be consistent with the SCFFA salary schedule and will be adjusted accordingly on a year-by-year basis to account for cost-of-living and to maintain consistency.

WHEREAS, the grade range of appointed Fire District officials and non-represented employees shall be as follows:

Fire Chief	Grade 161
Assistant Fire Chief	Grade 158
Battalion Chief	Grade 148
Battalion Chief (Fire Marshal)	Grade 148
IPT Administrative Assistant II	Grade 116
Seasonal Wildland Firefighter	Grade 108
Administrative Assistant I	Grade 110
Administrative Assistant II	Grade 116
Administrative Assistant III	Grade 119
Administrative Specialist/Office Manager	Grade 122
Fuels Management Officer (Wildland)	Grade 141 (Grant funded)
Fire Captain (Wildland)	Grade 127 (Grant funded)
Engineer (Wildland)	Grade 118 (Grant funded)
Heavy Equipment Operator (Wildland)	Grade 125 (Grant funded)
Firefighter (Wildland)	Grade 112 (Grant funded)

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

NOW, THEREFORE BE IT RESOLVED BY THE STOREY COUNTY BOARD OF FIRE COMMISSIONERS, by unanimous vote, to adopt Resolution

Resolution No. _____

_____ providing for the setting of salaries for the appointed officials not represented by a bargaining unit.

This resolution shall be effective on the ~~3rd~~1st, day of July 202~~34~~4.

PROPOSED AND ADOPTED this ~~1820~~th, day of June 202~~34~~4

THOSE VOTING AYE:

THOSE VOTING NAY:

STOREY COUNTY
BOARD OF FIRE COMMISSIONERS

Jay Carmona, Chairman

ATTEST:

CLERK TO THE FIRE BOARD

Resolution No. _____



(ATTACHMENT A)
STOREY COUNTY FIRE PROTECTION DISTRICT
GENERAL SALARY SCHEDULE
Step and Grade (Appointed and Non-Represented)
2024/2025

	STEP	STEP	STEP	STEP	STEP	STEP	STEP
GRADE	NEW 1	2	3	4	5	6	7
97	29,947	31,522	33,180	34,926	36,763	38,696	40,732
98	30,711	32,327	34,027	35,817	37,701	39,684	41,771
99	31,499	33,156	34,900	36,736	38,668	40,702	42,843
100	32,311	34,011	35,800	37,683	39,665	41,751	43,947
101	33,147	34,891	36,726	38,658	40,691	42,831	45,084
102	34,007	35,796	37,678	39,660	41,746	43,942	46,254
103	34,890	36,726	38,657	40,691	42,831	45,084	47,455
104	35,774	37,656	39,636	41,721	43,916	46,226	48,657
105	36,681	38,611	40,642	42,780	45,030	47,398	49,892
106	37,613	39,591	41,674	43,866	46,173	48,602	51,158
107	38,568	40,597	42,732	44,980	47,346	49,836	52,458
108	39,547	41,627	43,817	46,122	48,548	51,101	53,789
109	40,574	42,708	44,955	47,319	49,808	52,428	55,186
110	41,627	43,816	46,121	48,547	51,101	53,789	56,618
111	42,668	44,912	47,274	49,761	52,378	55,133	58,033
112	43,734	46,035	48,456	51,005	53,688	56,512	59,484
113	44,828	47,186	49,668	52,280	55,030	57,925	60,971
114	45,948	48,365	50,909	53,587	56,406	59,373	62,496
115	47,097	49,574	52,182	54,927	57,816	60,857	64,058
116	48,274	50,814	53,487	56,300	59,261	62,378	65,660
117	49,481	52,084	54,824	57,707	60,743	63,938	67,301
118	50,718	53,386	56,194	59,150	62,261	65,536	68,984
119	51,986	54,721	57,599	60,629	63,818	67,175	70,708
120	53,286	56,089	59,039	62,145	65,413	68,854	72,476
121	54,618	57,491	60,515	63,698	67,049	70,575	74,288
122	55,984	58,928	62,028	65,291	68,725	72,340	76,145
123	57,383	60,402	63,579	66,923	70,443	74,148	78,049
124	58,818	61,912	65,168	68,596	72,204	76,002	80,000
125	60,288	63,459	66,797	70,311	74,009	77,902	82,000
126	61,795	65,046	68,467	72,069	75,859	79,850	84,050
127	63,340	66,672	70,179	73,870	77,756	81,846	86,151
128	64,924	68,339	71,933	75,717	79,700	83,892	88,305
129	66,547	70,047	73,732	77,610	81,692	85,989	90,512
130	68,211	71,798	75,575	79,550	83,735	88,139	92,775
131	69,916	73,593	77,464	81,539	85,828	90,343	95,095
132	71,664	75,433	79,401	83,578	87,974	92,601	97,472
133	73,455	77,319	81,386	85,667	90,173	94,916	99,909
134	75,292	79,252	83,421	87,809	92,427	97,289	102,406
135	77,174	81,233	85,506	90,004	94,738	99,721	104,967
136	79,103	83,264	87,644	92,254	97,106	102,214	107,591
137	81,081	85,346	89,835	94,560	99,534	104,770	110,281

138	83,108	87,479	92,081	96,924	102,023	107,389	113,038
139	85,186	89,666	94,383	99,347	104,573	110,074	115,863
140	87,315	91,908	96,742	101,831	107,187	112,825	118,760
141	89,498	94,206	99,161	104,377	109,867	115,646	121,729
142	91,736	96,561	101,640	106,986	112,614	118,537	124,772
143	94,029	98,975	104,181	109,661	115,429	121,501	127,892
144	96,380	101,449	106,786	112,402	118,315	124,538	131,089
145	98,789	103,986	109,455	115,213	121,273	127,652	134,366
146	101,259	106,585	112,192	118,093	124,305	130,843	137,725
147	103,790	109,250	114,996	121,045	127,412	134,114	141,168
148	106,385	111,981	117,871	124,071	130,597	137,467	144,698
149	109,045	114,781	120,818	127,173	133,862	140,904	148,315
150	111,771	117,650	123,838	130,352	137,209	144,426	152,023
151	114,565	120,591	126,934	133,611	140,639	148,037	155,824
152	117,429	123,606	130,108	136,951	144,155	151,738	159,719
153	120,365	126,696	133,361	140,375	147,759	155,531	163,712
154	123,374	129,864	136,695	143,885	151,453	159,419	167,805
155	126,459	133,110	140,112	147,482	155,239	163,405	172,000
156	129,620	136,438	143,615	151,169	159,120	167,490	176,300
157	132,861	139,849	147,205	154,948	163,098	171,677	180,708
158	136,182	143,345	150,885	158,822	167,176	175,969	185,225
159	139,587	146,929	154,657	162,792	171,355	180,368	189,856
160	143,076	150,602	158,524	166,862	175,639	184,878	194,602
161	146,653	154,367	162,487	171,034	180,030	189,500	199,467
162	150,320	158,226	166,549	175,309	184,531	194,237	204,454
163	154,077	162,182	170,713	179,692	189,144	199,093	209,565
164	157,929	166,237	174,981	184,185	193,873	204,070	214,804
165	161,878	170,392	179,355	188,789	198,719	209,172	220,175



Board of Storey County Fire Commissioners Agenda Action Report

Meeting date: 7/2/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Resolution No: 24-731, annually updating mitigation rates for the deployment of emergency and non-emergency services by the Storey County Fire Protection District for incidents outside of Storey County, large-scale hazardous materials incidents, motor vehicle accidents, and negligent or criminal fires.
- **Recommended motion:** I (Fire Commissioner) move to approve Resolution No: 24-731, updating mitigation rates for the deployment of emergency and non-emergency services by the Storey County Fire Protection District for incidents outside of Storey County, large-scale hazardous materials incidents, special operating, and negligent or criminal fires.
- **Prepared by:** Jeremy Loncar

Department: Fire

Contact Number: 775-847-0954

- **Staff Summary:** This request is to update resolution 23-702 which declares our current apparatus and personnel rates for wildland fires and other emergency responses outside of Storey County. It is also applicable to the mitigation of motor vehicle accidents, large hazardous materials incidents, motor vehicle accidents, and illegal fires. These rate updates have no financial effects on Storey County residents with the exception of negligent or criminal fires. These rates are updated annually and are separate from fees associated with our Ambulance and Prevention programs. The current resolution uses rates set in 2023 and is regularly updated annually to account for the rising costs of fuel, equipment, and staffing.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY FIRE PROTECTION DISTRICT

Declared Costs – Personnel and Equipment

Effective ~~September~~ June 5th ~~18th~~, 2023~~4~~

2023/2024 BILLING RATES

The billed rate will be at the actual cost and may ~~be different~~ differ from the rate quoted in this document. Rates will be updated annually, or as needed.

PERSONNEL RATES

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

Operational Staff	Hourly Rate	Overtime
Fire Chief	\$142.75 <u>\$156.73</u>	<u>N/A</u>
Assistant Fire Chief	\$136.52 <u>\$140.35</u>	<u>N/A</u>
Battalion Chief	\$91.77 <u>\$116.05</u>	<u>\$84.92</u>
Fire Marshal (Battalion Chief)	\$95.97 <u>\$125.55</u>	<u>\$92.14</u>
Fuels Management Officer	\$88.09 <u>\$135.38</u>	<u>\$88.19</u>
Fire Captain (Wildland)	\$57.69 <u>\$88.15</u>	<u>\$57.13</u>
Engineer (Wildland)	\$45.92 <u>\$69.94</u>	<u>\$43.46</u>
Firefighter (Wildland)	\$44.34	
Heavy Equipment Operator (Wildland)	\$50.18 <u>\$79.77</u>	<u>\$51.54</u>
Captain	\$81.58 <u>\$87.86</u>	<u>\$63.90</u>
Fire Fighter/Paramedic	\$67.14 <u>\$73.69</u>	<u>\$53.59</u>
Fire Fighter/AEMT	\$63.03 <u>\$65.04</u>	<u>\$47.30</u>
Mechanic	\$57.65 <u>\$66.30</u>	
<u>Fire Inspector I</u>	<u>\$65.32</u>	<u>\$56.95</u>
<u>Fire Inspector II</u>	\$63.03 <u>\$72.15</u>	<u>\$64.50</u>
All-Risk 6-Month Seasonal Firefighter	\$27.62 <u>\$30.11</u>	<u>\$41.43</u> <u>\$45.16</u>
Volunteer Firefighter	AD Rate	

Support Staff	Hourly Rate	
Administrative Specialist/Office Manager	\$51.45 <u>\$56.86</u>	<u>\$34.84</u> <u>\$46.11</u>
Administrative Assistant	\$38.07 <u>\$44.00</u>	<u>\$24.48</u> <u>\$33.48</u>

EMS Coordinator / Medical Director	\$150.00	\$225.00
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APPARATUS & EQUIPMENT RATES

Apparatus Type	Rate	Mileage
Type I Engine – Structure Engine	\$255 <u>275</u> /hour	Included in hourly
Type III Engine – Brush Engine	\$205 <u>225</u> /hour	Included in hourly
Type IV, V, VI Engine – Brush Patrol	\$17 <u>60</u> /hour	Included in hourly
Type I Water Tender <u>(Tactical)</u>	\$195 <u>200</u> /hour	Included in hourly
<u>Type II Water Tender (Support)</u>	<u>\$190 /hour</u>	<u>Included in hourly</u>
Command Vehicle	\$120 <u>130</u> / <u>daily</u> hour	.65 Per Mile
<u>SUV</u> /Utility (1/2 Ton and Smaller)	\$115 <u>125</u> / <u>daily</u> hour	.65 Per Mile
Pickup (3/4 Ton and Above)	\$120.00 <u>130</u> / <u>daily</u> hour	.65 Per Mile
Ladder Truck	\$27 <u>85.00</u> /hour	Included in hourly
Heavy Rescue	\$22 <u>40.00</u> /hour	Included in hourly
Air Truck	\$17 <u>95.00</u> /hour	Included in hourly
Fuel Truck	\$95 <u>100.00</u> / <u>h</u> Hour	Included in hourly
Hazmat Unit	\$27 <u>60.00</u> /hour	Included in hourly
Heavy Equipment Mechanic Truck	\$150.00/hour	Included in hourly
Skid Steer (with bucket or masticator)	\$22 <u>30.00</u> /hour <u>\$275 Per Day Standby</u>	Incident to pay for fuel costs or \$40 per hour additional
Excavator (with bucket or masticator)	\$26 <u>50.00</u> /hour <u>\$340 Per Day Standby</u>	Incident to pay for fuel costs or \$50 per hour additional
Transport/Lowboy	\$105 <u>110</u> /hour \$2 <u>1</u> <u>00</u> Per Day Standby	\$2.00 per mile
Dozer Tender	\$11 <u>95.00</u> /hour	\$1.75 per mile
Type II Dozer	\$24 <u>0220</u> /hour	Incident pays for fuel costs or \$60.00 per hour additional

Chip Truck W/Chipper	\$120/hour	Incident to pay for fuel costs or \$30 per hour additional
Ambulance	\$150 156/hour	Per-mile costs for Travel and Transports-Transport will be billed to the patient
Dump Trailer	\$85/day	No mileage charges
Special Event Staffing	\$850 900/day	Includes one unit with two personnel <u>for up to 8 hours</u>
Durable Medical Equipment	\$250.00/day	N/A
Side by Side UTV	\$225 230.00/day	Included in the daily cost

-Any request for a Dozer, Skid Steer, or Excavator will be considered assistance by hire immediately from the time of order.

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

-Transport/lowboy utilized to transport the Dozer or Excavator will be billed at full rate during travel times and at stand-by-rate while on the incident.

-Heavy Equipment Operators and Transport Driver will be charged at their organizational rate.

-All Initial Attack apparatus will have a minimum of two (2) person staffing for the first 24 hours and increased to three (3) after 24 hours.

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

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

-Additional equipment may be available to the incident upon request. Mutually agreed upon costs shall be established prior to the delivery or usage of any equipment not specified within this document.

BILLING ADDRESS

Storey County Fire Protection District
145 North "C" Street
P.O. Box 603
Virginia City, NV 89440

SAM UNIQUE ENTITY ID

JTMLZKZRPW28 CAGE-3XQG7

DUNS NUMBER

959435876

TAX ID NUMBER

EIN # ~~88-600013486-1623947~~

CONTACT INFORMATION

Storey County Fire District Staff:

	Mobile	Office
Jeremy Loncar, Fire Chief	(775) 399-1746	(775) 847-0954
Jim Morgan, Asst. Fire Chief	(775) 772-3769	(775) 847-0954
<u>Chris Barton, Fuels Management Officer</u>	<u>(775) 230-0299</u>	<u>(775) 847-0954</u>
Tiffany Pieretti, Office Manager		(775) 847-0954

Fire Stations:

Fire Station #71, 145 N. "C" St., Virginia City	(775) 847-0954
Fire Station #72, 2610 Cartwright Rd, Virginia Highlands	(775) 847-0971
Fire Station #74, 431 Canyon Way, Lockwood	(775) 342-0220
Fire Station #75, 1705 Peru Drive, McCarran	(775) 343-3300

Storey County Communications Center <u>(Dispatch)</u> —	(775) 847-0950
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Storey County Board of Highway Commissioners Agenda Action Report

Meeting date: 7/2/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion Only/No Possible Action

- **Title:** Report of Public Works Department regarding roads and highways throughout Storey County.
- **Recommended motion:** Discussion Only.
- **Prepared by:** Jason Wierzbicki

Department: Public Works

Contact Number: 7752299920

- **Staff Summary:** Discussion of roads and Highways throughout the County.
- **Supporting Materials:** No Attachments
- **Fiscal Impact:** no
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 7/2/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Possible grant of easement to NV Energy for utilities within a portion of parcel number 001-135-06 (a county-owned parcel) in Virginia City, as described in the attached Request for Grant of Easement provided by NV Energy. This easement is part of the Fairgrounds Improvement Project to provide electrical power to the Fairgrounds.
- **Recommended motion:** In accordance with recommendations by staff, I, [commissioner], move to approve the Request for Grant of Easement to NV Energy for utilities within a portion of parcel number 001-135-06 (a county-owned parcel) in Virginia City, as described in the attached Request for Grant of Easement provided by NV Energy for utilities associated with the Fairgrounds Improvements Project.
- **Prepared by:** Mike Northan

Department: Public Works

Contact Number: 775 230 4255

- **Staff Summary:** Possible grant of easement to NV Energy for utilities within Parcel number 001-135-06 as described in the attached Request for Grant of Easement from NV Energy for the installation of electrical utilities to provide power to the Fairgrounds as part of the Fairgrounds Improvements Project.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** 0
- **Legal review required:** TRUE
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

☐ Approved

☐ Approved with Modification

<input type="checkbox"/> Denied	<input type="checkbox"/> Continued
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Location: APN# 001-135-06

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: APN# 001-135-06
RW# 0561-2024
Proj. # 3012110340
Project Name: E-460 S F ST-FP-COL-COMM-E-STOREY COUNTY #BA
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;
3. 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 attorney's fees, for loss of or damage to property for injuries to or death of persons

Location: APN# 001-135-06

RW# 0561-2024

Proj. # 3012110340

Project Name: E-460 S F ST-FP-COL-COMM-E-STOREY COUNTY #BA

GOE_DESIGN_OH_UG

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: APN# 001-135-06

RW# 0561-2024

Proj. # 3012110340

Project Name: E-460 S F ST-FP-COL-COMM-E-STOREY COUNTY #BA
GOE_DESIGN_OH_UG

IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

GRANTOR:

**Accepted for the County of Storey,
by the Board of County Commissioners**

By: _____

Name: _____

Title: _____

Date: _____

GRANTEE:

Sierra Pacific Power Company

By:  _____

Name: William Kruger

Title: Manager, Lands Resources

Date: 06/05/2024

(acknowledgements on next page)

Location: APN# 001-135-06

RW# 0561-2024

Proj. # 3012110340

Project Name: E-460 S F ST-FP-COL-COMM-E-STOREY COUNTY #BA

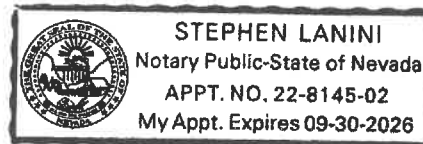
GOE_DESIGN_OH_UG

ACKNOWLEDGEMENTS

STATE OF Nevada)
COUNTY OF Washoe) ss.

This instrument was acknowledged before me this 6 day of
June, 2024, by William Kruger as Manager, Land Resources of Sierra
Pacific Power Company d/b/a NV Energy.

Stephen Lanini
Notary Public



STATE OF NEVADA)
COUNTY OF STOREY) ss.

This instrument was acknowledged before me this _____ day of
_____, 2024, by _____ as _____
of the BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY, a political
subdivision of the State of Nevada.

Notary Public

Location: APN# 001-135-06
RW# 0561-2024
Proj. # 3012110340
Project Name: E-460 S F ST-FP-COL-COMM-E-STOREY COUNTY #BA
GOE_DESIGN_OH_UG



W.O. 3012110340

Storey County

APN: 001-135-06

EXHIBIT "A"

EASEMENT

A portion of the South half of Section 29, Township 17 North, Range 21 East, M.D.M., Storey County, Nevada; situated within that Parcel of land described as Parcel 1 in a Grant, Bargain and Sale Deed, recorded as File Number 129461 on April 16, 2019, Official Records of Storey County, Nevada.

An easement, 10.00 feet in width, lying 5.00 feet on each side of the following described centerline:

Commencing at the Northeast Corner of said Parcel 1;

THENCE along the East line of the Grantor, South 20°36'13" West, 63.10 feet to the **POINT OF BEGINNING**;

THENCE South 65°16'36" West, 51.08 feet;

THENCE South 32°32'59" West, 215.99 feet;

THENCE South 27°01'11" West 55.18 feet to an existing building and the **terminus of this description**.

The sidelines of said easement are to be extended or truncated as to meet at angle points and terminate on the east line of the Grantor.

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 3,222 square feet of land more or less.



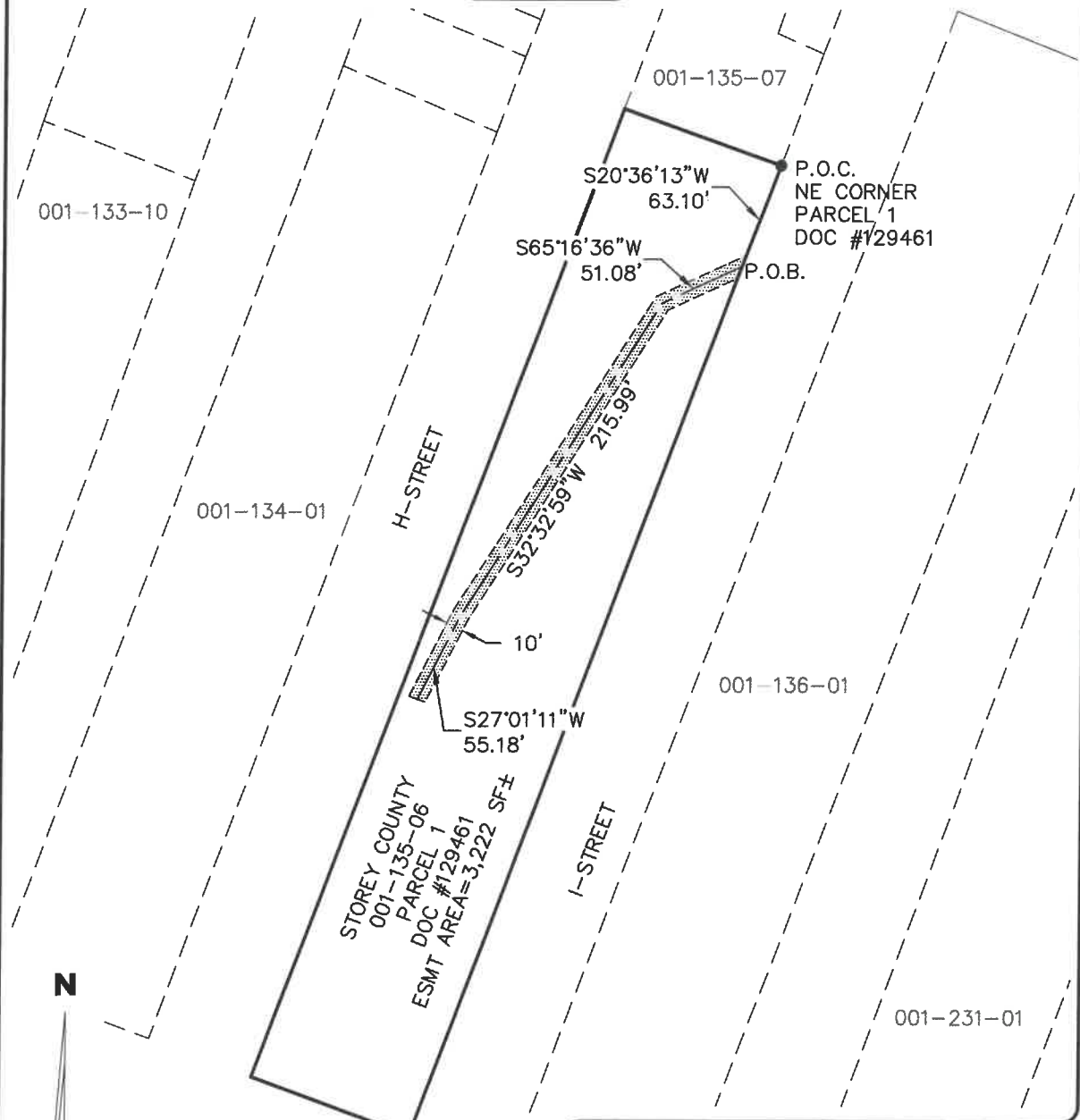
See Exhibit "A-1" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is the Official Map of Virginia City, recorded June 6, 1865, Official Records of Storey County, Nevada.

Prepared by Leland Johnson, P.L.S.



EXHIBIT A-1



N



SCALE: 1" = 100'

S:\Survey\CSE\Cad\CSE 2024\3012110340-460 F Street-Storey County\dwg\3012110340-460 F Street-Storey County.dwg <sh23446> 21May24-13:23



NV Energy

6100 NEIL RD.
RENO, NV 89511
www.nvenergy.com

EXHIBIT MAP

EASEMENT

STOREY COUNTY

APN #001-135-06

T. 17 N., R. 21 E., S.29-M.D.M.

VIRGINIA CITY STOREY COUNTY NEVADA

05/21/24

1 OF 1

Staff Summary

Fairgrounds Improvements Project

Request for Grant of Easement from NVEnergy

Possible grant of easement to NV Energy for utilities within Parcel number 001-135-06 as described in the attached Request for Grant of Easement from NV Energy for the installation of electrical utilities to provide power to the Fairgrounds as part of the Fairgrounds Improvements Project.



Board of Storey County Commissioners Agenda Action Report

Meeting date: 7/2/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Possible acceptance of bid and award of contract for the construction of the Lockwood Senior Center Project in Lockwood Nevada to K7 Construction in an amount not to exceed \$5,316,586.00 and to authorize the County Manager to sign the contract for construction.
- **Recommended motion:** In accordance with staff and engineer's recommendation, I, [comissioner], move to accept the bid and award the contract for construction of the Lockwood Senior Center Project to K7 Construction in an amount not to exceed \$5,316,586.00 and to authorize the County Manager to sign the contract for construction.

- **Prepared by:** Mike Northan

Department: Public Works

Contact Number: 7752304255

- **Staff Summary:** See attached staff report and engineer's recommendation.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** 5,316,586.00
- **Legal review required:** TRUE
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Lockwood Senior Center Project

June 24, 2024

P4-11 PWP ST-2024-211

Bid results and staff report.

Bids for the construction of the proposed Lockwood Senior Center Project were received until June 13th 2024, at 1:30PM at and then publicly opened and read aloud in the Storey County Courthouse in Virginia City.

A total of seven bids were received with a range of about 12% and an average value just below the Engineer's Estimate of \$5.7M. One bidder was disqualified for a procedural error on their submitted paperwork as noted in the attached engineer's report.

When the bidders preference was applied to the submitted bids, the two lowest bidders were K7 Construction and Shaheen-Beauchamp Builders. Both submitted responsive bids, both are considered qualified bidders per NRS 338.1382.

K7's bid is submitted as \$5,295,828.00. The columnar total of unit prices is \$5,316,586.00. The bid documents are clear in section 13.01 (c) that the sum of the unit prices shall govern as the correct sum. All other bids were similarly analyzed and the bid ranking is as it appears in the attached Bid Award Recommendation as submitted by Lumos and associates.

Staff reviewed all bids and particularly the three lowest bidders. Staff contacted the owners of the listed projects in the work history section of the bid documents and K7 was favorably reported by their prior customers.

In accordance with staff findings and with Lumos and Associates' recommendations, and finding no reason to reject the bid from K7 Construction, staff recommends that the Storey County Board of Commissioners accept the bid from K7 Construction and award the contract for construction of the Lockwood Senior Center Project to K7 Construction in the contract amount of \$5,316,586.00.



RENO OFFICE
950 Sandhill Road, Suite 100
Reno, NV 89521
Ph: 775 / 827-6111

Memorandum

DATE: 6/20/24

TO: Mike Northan – Storey County Operations and Project Coordinator

FROM: Cecylia Jaynes – Lumos & Associates Staff Engineer

PROJECT: 10119.005

SUBJECT: Lockwood Senior Center – Construction Award

The Lockwood Senior Center project is located on Peri Ranch Road in Lockwood, Nevada, at the existing senior center. The existing building and site will be demolished. The proposed improvements include a new + 8500 SF building with a commercial kitchen, office space, an activity space, an early childhood education space, and an attached maintenance/utility yard. Site improvements include a paved parking lot, curb and gutter, pedestrian ramps, sidewalk, a retaining wall, fencing, and sod. Utility improvements include storm drain, a retention pond, sanitary sewer, domestic and fire water service connections, a fire hydrant, and site electrical work.

Seven bids for the project were received and publicly opened on June 13, 2024 at 1:30pm at the Storey County Courthouse in Virginia City, Nevada. All bids received were within the range of approximately \$5,296,000 to \$5,999,000, with the Engineer's Opinion of Probable Construction Cost (OPCC) being approximately \$5,700,000. The apparent low bidder was K7 Construction at an initial bid price of \$5,295,828.

Lumos has compiled the bids and created Bid Tabulations based on provided unit cost. These have been attached for reference.

K7 Construction has submitted a responsive and responsible bid for the project; therefore, Lumos & Associates recommends that K7 Construction be awarded the full Contract in the amount of \$5,316,586.

Sincerely,

A handwritten signature in blue ink that reads 'Cecylia Jaynes'.

Cecylia Jaynes, P.E.
Lumos & Associates Staff Engineer

**Storey County
Lockwood Senior Center
Bid Tab**



Lockwood Senior Center Bid Tabulation Summary				
Contractor	Initial Total	Initial Rank	Calculated Total (Unit Costs)	Calculated Rank
K7 Construction	\$5,295,828.00	1	\$5,316,586.00	1
Miles Construction	\$5,589,485.00	2	\$5,589,517.00	2
SB Builders	\$5,625,000.00	3	\$5,625,000.00	3
Pellet Construction	\$5,676,786.00	4	\$4,444,837.00 *	DQ
Truckee Meadows Construction	\$5,777,444.00	5	\$6,201,527.00	6
Bruce Purves Construction	\$5,981,840.17	6	\$5,754,058.00	4
Builders United	\$5,999,420.00	7	\$5,949,938.00	5

*Received bid total was \$5,676,786.00. Verified by phone call with Josh Stanley, Pellet Construction Project Manager, on 6/20/24 to confirm this was the correct bid total, not the calculated value of \$4.44 million. He stated that there was no line item for general conditions and other overhead costs, and so that the total was increased by approximately \$1.2 million after unit costs were added together. Lumos is disqualifying this bid as it failed to incorporate overhead costs into unit costs as instructed in bid documents.

Storey County
Lockwood Senior Center
Bid Tab



LOCKWOOD SENIOR CENTER					
Contractor: K7 Construction					
Bid Item No.	Description	Units	Quantity	Unit Price	Total Price
General					
1	Mobilization and Demobilization	LS	1	\$50,000	\$50,000
2	Traffic Control	LS	1	\$2,000	\$2,000
3	SWPPP / Dust Control	LS	1	\$2,600	\$2,600
4	Demolition	LS	1	\$92,000	\$92,000
General Total					\$146,600
Building/Electrical/Mechanical					
5	Architectural/Structural	LS	1	\$2,686,791	\$2,686,791
6	Electrical & Associated Dry Utilities	LS	1	\$630,571	\$630,571
7	Mechanical & Associated Dry Utilities	LS	1	\$963,692	\$963,692
Building/Electrical/Mechanical Total					\$4,281,054
Site Improvements					
8	Earthwork	LS	1	\$245,370	\$245,370
9	Curb & Gutter	LF	222	\$50	\$11,100
10	Curb	LF	459	\$44	\$20,196
11	AC Pavement	SF	11,863	\$7	\$81,855
12	Pavement Patch	SF	2,648	\$7	\$19,436
13	Sod & Irrigation	SF	15,798	\$4	\$55,609
14	Decomposed Granite Section	SF	3,230	\$8	\$26,002
15	Pedestrian Ramps	EA	2	\$2,119	\$4,238
16	P.C.C. Sidewalk	SF	2,804	\$13	\$37,433
17	Chain Link Fence	LF	165	\$17	\$2,838
18	Retaining Wall	LS	1	\$47,298	\$47,298
19	Striping & Signage	LS	1	\$3,056	\$3,056
20	Bollards	EA	7	\$503	\$3,521
21	Wheel Stops	EA	17	\$417	\$7,089
22	Rip Rap	SF	1,513	\$15	\$22,695
23	River Rock Mulch	SF	604	\$4	\$2,253
Site Improvements Total					\$589,989
Wet Utility Improvements					
24	48" Storm Drain Manhole	EA	4	\$3,000	\$12,000
25	Type 4R Storm Drain Catch Basin	EA	1	\$2,000	\$2,000
26	Type 3R Storm Drain Catch Basin	EA	1	\$2,000	\$2,000
27	12" NDS Catch Basin	EA	7	\$600	\$4,200
28	4" Perforated Pipe	LF	98	\$50	\$4,900
29	4" SDR-35 PVC Storm Drain Pipe	LF	294	\$60	\$17,640
30	6" SDR-35 PVC Storm Drain Pipe	LF	112	\$90	\$10,080
31	8" SDR-35 PVC Storm Drain Pipe	LF	36	\$85	\$3,060

32	12" SDR-35 PVC Storm Drain Pipe	LF	225	\$100	\$22,500
33	12" Flared End Section	EA	1	\$600	\$600
34	Sanitary Sewer Cleanout	EA	8	\$500	\$4,000
35	48" Sanitary Sewer Manhole (Cast-in-Place Base)	EA	1	\$7,000	\$7,000
36	48" Sanitary Sewer Manhole (Precast)	EA	1	\$8,000	\$8,000
37	4" SDR-35 PVC Sanitary Sewer Pipe	LF	149	\$50	\$7,450
38	6" SDR-35 PVC Sanitary Sewer Pipe	LF	150	\$70	\$10,500
39	8" SDR-35 PVC Sanitary Sewer Pipe	LF	104	\$85	\$8,840
40	750 Gallon Grease Interceptor	EA	1	\$9,000	\$9,000
41	2" HDPE Domestic Water Service	LF	135	\$80	\$10,800
42	6" Ductile Iron Fire Water Line	LF	122	\$226	\$27,572
43	Domestic Service Tap at Main	EA	1	\$500	\$500
44	6" Hot Tap Assembly	EA	1	\$300	\$300
45	Fire Department Connection Assembly (FDC) & Post Indicator Valve (PIV)	EA	1	\$40,000	\$40,000
46	Fire Hydrant Assembly	EA	1	\$20,000	\$20,000
47	2" Meter, Backflow Preventer, & Hot Box	EA	1	\$21,001	\$21,001
48	6" DCDA & Vault	EA	1	\$45,000	\$45,000
Wet Utility Improvements Total				\$298,943	
Project Total				\$5,316,586	

Storey County
Lockwood Senior Center
Bid Tab



LOCKWOOD SENIOR CENTER					
Contractor: Miles Construction					
Bid Item No.	Description	Units	Quantity	Unit Price	Total Price
General					
1	Mobilization and Demobilization	LS	1	\$26,800	\$26,800
2	Traffic Control	LS	1	\$8,040	\$8,040
3	SWPPP / Dust Control	LS	1	\$21,440	\$21,440
4	Demolition	LS	1	\$71,122	\$71,122
General Total					\$127,402
Building/Electrical/Mechanical					
5	Architectural/Structural	LS	1	\$2,403,200.00	\$2,403,200
6	Electrical & Associated Dry Utilities	LS	1	\$715,197	\$715,197
7	Mechanical & Associated Dry Utilities	LS	1	\$1,466,711	\$1,466,711
Building/Electrical/Mechanical Total					\$4,585,108
Site Improvements					
8	Earthwork	LS	1	\$222,599	\$222,599
9	Curb & Gutter	LF	222	\$60	\$13,420
10	Curb	LF	459	\$4	\$2,052
11	AC Pavement	SF	11,863	\$7	\$79,245
12	Pavement Patch	SF	2,648	\$19	\$50,815
13	Sod & Irrigation	SF	15,798	\$3	\$54,977
14	Decomposed Granite Section	SF	3,230	\$9	\$27,875
15	Pedestrian Ramps	EA	2	\$2,004	\$4,007
16	P.C.C. Sidewalk	SF	2,804	\$3	\$9,702
17	Chain Link Fence	LF	165	\$268	\$44,138
18	Retaining Wall	LS	1	\$10,396	\$10,396
19	Striping & Signage	LS	1	\$7,472	\$7,472
20	Bollards	EA	7	\$578	\$4,047
21	Wheel Stops	EA	17	\$147	\$2,500
22	Rip Rap	SF	1,513	\$6	\$9,729
23	River Rock Mulch	SF	604	\$4	\$2,186
Site Improvements Total					\$545,159
Wet Utility Improvements					
24	48" Storm Drain Manhole	EA	4	\$5,977	\$23,906
25	Type 4R Storm Drain Catch Basin	EA	1	\$3,752	\$3,752
26	Type 3R Storm Drain Catch Basin	EA	1	\$4,288	\$4,288
27	12" NDS Catch Basin	EA	7	\$949	\$6,641
28	4" Perforated Pipe	LF	98	\$11	\$1,072
29	4" SDR-35 PVC Storm Drain Pipe	LF	294	\$55	\$16,079
30	6" SDR-35 PVC Storm Drain Pipe	LF	112	\$96	\$10,806
31	8" SDR-35 PVC Storm Drain Pipe	LF	36	\$125	\$4,502

32	12" SDR-35 PVC Storm Drain Pipe	LF	225	\$131	\$29,426
33	12" Flared End Section	EA	1	\$1,554	\$1,554
34	Sanitary Sewer Cleanout	EA	8	\$772	\$6,175
35	48" Sanitary Sewer Manhole (Cast-in-Place Base)	EA	1	\$1,072	\$1,072
36	48" Sanitary Sewer Manhole (Precast)	EA	1	\$4,904	\$4,904
37	4" SDR-35 PVC Sanitary Sewer Pipe	LF	149	\$84	\$12,474
38	6" SDR-35 PVC Sanitary Sewer Pipe	LF	150	\$84	\$12,623
39	8" SDR-35 PVC Sanitary Sewer Pipe	LF	104	\$108	\$11,216
40	750 Gallon Grease Interceptor	EA	1	\$11,578	\$11,578
41	2" HDPE Domestic Water Service	LF	135	\$48	\$6,508
42	6" Ductile Iron Fire Water Line	LF	122	\$209	\$25,460
43	Domestic Service Tap at Main	EA	1	\$214	\$214
44	6" Hot Tap Assembly	EA	1	\$12,060	\$12,060
45	Fire Department Connection Assembly (FDC) & Post Indicator Valve (PIV)	EA	1	\$36,448	\$36,448
46	Fire Hydrant Assembly	EA	1	\$17,474	\$17,474
47	2" Meter, Backflow Preventer, & Hot Box	EA	1	\$23,661	\$23,661
48	6" DCDA & Vault	EA	1	\$47,955	\$47,955
Wet Utility Improvements Total				\$331,848	
Project Total				\$5,589,517	

Storey County
Lockwood Senior Center
Bid Tab



LOCKWOOD SENIOR CENTER					
Contractor: S B Builders LLC					
Bid Item No.	Description	Units	Quantity	Unit Price	Total Price
General					
1	Mobilization and Demobilization	LS	1	\$50,000	\$50,000
2	Traffic Control	LS	1	\$10,000	\$10,000
3	SWPPP / Dust Control	LS	1	\$20,000	\$20,000
4	Demolition	LS	1	\$65,730	\$65,730
General Total					\$145,730
Building/Electrical/Mechanical					
5	Architectural/Structural	LS	1	\$3,300,903.00	\$3,300,903
6	Electrical & Associated Dry Utilities	LS	1	\$756,000	\$756,000
7	Mechanical & Associated Dry Utilities	LS	1	\$433,320	\$433,320
Building/Electrical/Mechanical Total					\$4,490,223
Site Improvements					
8	Earthwork	LS	1	\$207,648	\$207,648
9	Curb & Gutter	LF	222	\$53	\$11,677
10	Curb	LF	459	\$53	\$24,143
11	AC Pavement	SF	11,863	\$6	\$76,588
12	Pavement Patch	SF	2,648	\$21	\$56,879
13	Sod & Irrigation	SF	15,798	\$4	\$60,645
14	Decomposed Granite Section	SF	3,230	\$10	\$31,202
15	Pedestrian Ramps	EA	2	\$2,243	\$4,486
16	P.C.C. Sidewalk	SF	2,804	\$10	\$28,601
17	Chain Link Fence	LF	165	\$348	\$57,420
18	Retaining Wall	LS	1	\$33,600	\$33,600
19	Striping & Signage	LS	1	\$8,364	\$8,364
20	Bollards	EA	7	\$600	\$4,200
21	Wheel Stops	EA	17	\$240	\$4,080
22	Rip Rap	SF	1,513	\$4	\$6,300
23	River Rock Mulch	SF	604	\$4	\$2,450
Site Improvements Total					\$618,283
Wet Utility Improvements					
24	48" Storm Drain Manhole	EA	4	\$6,930	\$27,720
25	Type 4R Storm Drain Catch Basin	EA	1	\$4,200	\$4,200
26	Type 3R Storm Drain Catch Basin	EA	1	\$4,800	\$4,800
27	12" NDS Catch Basin	EA	7	\$1,062	\$7,434
28	4" Perforated Pipe	LF	98	\$12	\$1,200
29	4" SDR-35 PVC Storm Drain Pipe	LF	294	\$60	\$17,640
30	6" SDR-35 PVC Storm Drain Pipe	LF	112	\$101	\$11,290
31	8" SDR-35 PVC Storm Drain Pipe	LF	36	\$126	\$4,536

32	12" SDR-35 PVC Storm Drain Pipe	LF	225	\$146	\$32,940
33	12" Flared End Section	EA	1	\$1,740	\$1,740
34	Sanitary Sewer Cleanout	EA	8	\$864	\$6,912
35	48" Sanitary Sewer Manhole (Cast-in-Place Base)	EA	1	\$1,200	\$1,200
36	48" Sanitary Sewer Manhole (Precast)	EA	1	\$5,490	\$5,490
37	4" SDR-35 PVC Sanitary Sewer Pipe	LF	149	\$94	\$13,964
38	6" SDR-35 PVC Sanitary Sewer Pipe	LF	150	\$94	\$14,130
39	8" SDR-35 PVC Sanitary Sewer Pipe	LF	104	\$121	\$12,555
40	750 Gallon Grease Interceptor	EA	1	\$12,960	\$12,960
41	2" HDPE Domestic Water Service	LF	135	\$54	\$7,287
42	6" Ductile Iron Fire Water Line	LF	122	\$234	\$28,500
43	Domestic Service Tap at Main	EA	1	\$240	\$240
44	6" Hot Tap Assembly	EA	1	\$13,500	\$13,500
45	Fire Department Connection Assembly (FDC) & Post Indicator Valve (PIV)	EA	1	\$40,800	\$40,800
46	Fire Hydrant Assembly	EA	1	\$19,560	\$19,560
47	2" Meter, Backflow Preventer, & Hot Box	EA	1	\$26,486	\$26,486
48	6" DCDA & Vault	EA	1	\$53,681	\$53,681
Wet Utility Improvements Total				\$370,764	
Project Total				\$5,625,000	

Storey County
Lockwood Senior Center
Bid Tab



LOCKWOOD SENIOR CENTER					
Contractor: Pellett Construction					
Bid Item No.	Description	Units	Quantity	Unit Price	Total Price
General					
1	Mobilization and Demobilization	LS	1	\$45,000	\$45,000
2	Traffic Control	LS	1	\$2,600	\$2,600
3	SWPPP / Dust Control	LS	1	\$5,680	\$5,680
4	Demolition	LS	1	\$54,775	\$54,775
General Total					\$108,055
Building/Electrical/Mechanical					
5	Architectural/Structural	LS	1	\$2,609,555	\$2,609,555
6	Electrical & Associated Dry Utilities	LS	1	\$506,167	\$506,167
7	Mechanical & Associated Dry Utilities	LS	1	\$376,800	\$376,800
Building/Electrical/Mechanical Total					\$3,492,522
Site Improvements					
8	Earthwork	LS	1	\$233,800	\$233,800
9	Curb & Gutter	LF	222	\$72	\$15,940
10	Curb	LF	459	\$43	\$19,728
11	AC Pavement	SF	11,863	\$4	\$41,521
12	Pavement Patch	SF	2,648	\$4	\$9,268
13	Sod & Irrigation	SF	15,798	\$6	\$91,154
14	Decomposed Granite Section	SF	3,230	\$3	\$10,724
15	Pedestrian Ramps	EA	2	\$2,850	\$5,700
16	P.C.C. Sidewalk	SF	2,804	\$15	\$41,415
17	Chain Link Fence	LF	165	\$72	\$11,824
18	Retaining Wall	LS	1	\$24,570	\$24,570
19	Striping & Signage	LS	1	\$6,970	\$6,970
20	Bollards	EA	7	\$178	\$1,246
21	Wheel Stops	EA	17	\$200	\$3,400
22	Rip Rap	SF	1,513	\$15	\$22,695
23	River Rock Mulch	SF	604	\$9	\$5,364
Site Improvements Total					\$545,318
Wet Utility Improvements					
24	48" Storm Drain Manhole	EA	4	\$3,000	\$12,000
25	Type 4R Storm Drain Catch Basin	EA	1	\$2,000	\$2,000
26	Type 3R Storm Drain Catch Basin	EA	1	\$2,000	\$2,000
27	12" NDS Catch Basin	EA	7	\$600	\$4,200
28	4" Perforated Pipe	LF	98	\$50	\$4,900
29	4" SDR-35 PVC Storm Drain Pipe	LF	294	\$60	\$17,640
30	6" SDR-35 PVC Storm Drain Pipe	LF	112	\$90	\$10,080
31	8" SDR-35 PVC Storm Drain Pipe	LF	36	\$85	\$3,060

32	12" SDR-35 PVC Storm Drain Pipe	LF	225	\$100	\$22,500
33	12" Flared End Section	EA	1	\$600	\$600
34	Sanitary Sewer Cleanout	EA	8	\$500	\$4,000
35	48" Sanitary Sewer Manhole (Cast-in-Place Base)	EA	1	\$7,000	\$7,000
36	48" Sanitary Sewer Manhole (Precast)	EA	1	\$8,000	\$8,000
37	4" SDR-35 PVC Sanitary Sewer Pipe	LF	149	\$50	\$7,450
38	6" SDR-35 PVC Sanitary Sewer Pipe	LF	150	\$70	\$10,500
39	8" SDR-35 PVC Sanitary Sewer Pipe	LF	104	\$85	\$8,840
40	750 Gallon Grease Interceptor	EA	1	\$9,000	\$9,000
41	2" HDPE Domestic Water Service	LF	135	\$80	\$10,800
42	6" Ductile Iron Fire Water Line	LF	122	\$226	\$27,572
43	Domestic Service Tap at Main	EA	1	\$500	\$500
44	6" Hot Tap Assembly	EA	1	\$300	\$300
45	Fire Department Connection Assembly (FDC) & Post Indicator Valve (PIV)	EA	1	\$40,000	\$40,000
46	Fire Hydrant Assembly	EA	1	\$20,000	\$20,000
47	2" Meter, Backflow Preventer, & Hot Box	EA	1	\$21,001	\$21,001
48	6" DCDA & Vault	EA	1	\$45,000	\$45,000
Wet Utility Improvements Total				\$298,943	
Project Total				\$4,444,837	

Storey County
Lockwood Senior Center
Bid Tab



LOCKWOOD SENIOR CENTER					
Contractor: Truckee Meadows Construction					
Bid Item No.	Description	Units	Quantity	Unit Price	Total Price
General					
1	Mobilization and Demobilization	LS	1	\$266,969	\$266,969
2	Traffic Control	LS	1	\$12,780	\$12,780
3	SWPPP / Dust Control	LS	1	\$23,390	\$23,390
4	Demolition	LS	1	\$78,800	\$78,800
General Total					\$381,939
Building/Electrical/Mechanical					
5	Architectural/Structural	LS	1	\$3,854,173.00	\$3,854,173
6	Electrical & Associated Dry Utilities	LS	1	\$461,090	\$461,090
7	Mechanical & Associated Dry Utilities	LS	1	\$335,420	\$335,420
Building/Electrical/Mechanical Total					\$4,650,683
Site Improvements					
8	Earthwork	LS	1	\$43,404	\$43,404
9	Curb & Gutter	LF	222	\$42	\$9,413
10	Curb	LF	459	\$29	\$13,219
11	AC Pavement	SF	11,863	\$6	\$66,551
12	Pavement Patch	SF	2,648	\$20	\$53,701
13	Sod & Irrigation	SF	15,798	\$32	\$500,481
14	Decomposed Granite Section	SF	3,230	\$9	\$30,007
15	Pedestrian Ramps	EA	2	\$2,390	\$4,780
16	P.C.C. Sidewalk	SF	2,804	\$7	\$19,348
17	Chain Link Fence	LF	165	NIC	
18	Retaining Wall	LS	1	\$19,960	\$19,960
19	Striping & Signage	LS	1	NIC	
20	Bollards	EA	7	\$2,170	\$15,190
21	Wheel Stops	EA	17	NIC	
22	Rip Rap	SF	1,513	\$7	\$10,591
23	River Rock Mulch	SF	604	\$33	\$19,998
Site Improvements Total					\$806,643
Wet Utility Improvements					
24	48" Storm Drain Manhole	EA	4	\$10,035	\$40,140
25	Type 4R Storm Drain Catch Basin	EA	1	\$6,570	\$6,570
26	Type 3R Storm Drain Catch Basin	EA	1	\$6,130	\$6,130
27	12" NDS Catch Basin	EA	7	\$820	\$5,740
28	4" Perforated Pipe	LF	98	\$65	\$6,370
29	4" SDR-35 PVC Storm Drain Pipe	LF	294	\$56	\$16,464
30	6" SDR-35 PVC Storm Drain Pipe	LF	112	\$69	\$7,728
31	8" SDR-35 PVC Storm Drain Pipe	LF	36	\$81	\$2,916

32	12" SDR-35 PVC Storm Drain Pipe	LF	225	\$141	\$31,725
33	12" Flared End Section	EA	1	\$1,170	\$1,170
34	Sanitary Sewer Cleanout	EA	8	\$640	\$5,120
35	48" Sanitary Sewer Manhole (Cast-in-Place Base)	EA	1	\$11,435	\$11,435
36	48" Sanitary Sewer Manhole (Precast)	EA	1	\$8,915	\$8,915
37	4" SDR-35 PVC Sanitary Sewer Pipe	LF	149	\$61	\$9,089
38	6" SDR-35 PVC Sanitary Sewer Pipe	LF	150	\$67	\$10,050
39	8" SDR-35 PVC Sanitary Sewer Pipe	LF	104	\$128	\$13,312
40	750 Gallon Grease Interceptor	EA	1	\$15,590	\$15,590
41	2" HDPE Domestic Water Service	LF	135	\$49	\$6,615
42	6" Ductile Iron Fire Water Line	LF	122	\$254	\$30,988
43	Domestic Service Tap at Main	EA	1	\$5,700	\$5,700
44	6" Hot Tap Assembly	EA	1	\$6,100	\$6,100
45	Fire Department Connection Assembly (FDC) & Post Indicator Valve (PIV)	EA	1	\$25,295	\$25,295
46	Fire Hydrant Assembly	EA	1	\$23,300	\$23,300
47	2" Meter, Backflow Preventer, & Hot Box	EA	1	\$14,700	\$14,700
48	6" DCDA & Vault	EA	1	\$51,100	\$51,100
Wet Utility Improvements Total				\$362,262	
Project Total				\$6,201,527	

Storey County
Lockwood Senior Center
Bid Tab



LOCKWOOD SENIOR CENTER					
Contractor: Bruce Purves Construction, Inc.					
Bid Item No.	Description	Units	Quantity	Unit Price	Total Price
General					
1	Mobilization and Demobilization	LS	1	\$44,658	\$44,658
2	Traffic Control	LS	1	\$2,293	\$2,293
3	SWPPP / Dust Control	LS	1	\$2,981	\$2,981
4	Demolition	LS	1	\$105,468	\$105,468
General Total					\$155,399
Building/Electrical/Mechanical					
5	Architectural/Structural	LS	1	\$3,041,970.29	\$3,041,970
6	Electrical & Associated Dry Utilities	LS	1	\$725,283	\$725,283
7	Mechanical & Associated Dry Utilities	LS	1	\$775,700	\$775,700
Building/Electrical/Mechanical Total					\$4,542,953
Site Improvements					
8	Earthwork	LS	1	\$268,026	\$268,026
9	Curb & Gutter	LF	222	\$58	\$12,980
10	Curb	LF	459	\$52	\$23,680
11	AC Pavement	SF	11,863	\$9	\$108,546
12	Pavement Patch	SF	2,648	\$25	\$64,955
13	Sod & Irrigation	SF	15,798	\$4	\$64,614
14	Decomposed Granite Section	SF	3,230	\$9	\$29,813
15	Pedestrian Ramps	EA	2	\$1,678	\$3,355
16	P.C.C. Sidewalk	SF	2,804	\$16	\$45,313
17	Chain Link Fence	LF	165	\$86	\$14,244
18	Retaining Wall	LS	1	\$59,313	\$59,313
19	Striping & Signage	LS	1	\$7,990	\$7,990
20	Bollards	EA	7	\$258	\$1,806
21	Wheel Stops	EA	17	\$0	\$0
22	Rip Rap	SF	1,513	\$4	\$6,022
23	River Rock Mulch	SF	604	\$4	\$2,344
Site Improvements Total					\$713,002
Wet Utility Improvements					
24	48" Storm Drain Manhole	EA	4	\$3,439	\$13,757
25	Type 4R Storm Drain Catch Basin	EA	1	\$2,293	\$2,293
26	Type 3R Storm Drain Catch Basin	EA	1	\$2,293	\$2,293
27	12" NDS Catch Basin	EA	7	\$688	\$4,815
28	4" Perforated Pipe	LF	98	\$57	\$5,617
29	4" SDR-35 PVC Storm Drain Pipe	LF	294	\$69	\$20,221
30	6" SDR-35 PVC Storm Drain Pipe	LF	112	\$103	\$11,556
31	8" SDR-35 PVC Storm Drain Pipe	LF	36	\$97	\$3,508

32	12" SDR-35 PVC Storm Drain Pipe	LF	225	\$115	\$25,794
33	12" Flared End Section	EA	1	\$688	\$688
34	Sanitary Sewer Cleanout	EA	8	\$573	\$4,586
35	48" Sanitary Sewer Manhole (Cast-in-Place Base)	EA	1	\$8,025	\$8,025
36	48" Sanitary Sewer Manhole (Precast)	EA	1	\$9,171	\$9,171
37	4" SDR-35 PVC Sanitary Sewer Pipe	LF	149	\$57	\$8,541
38	6" SDR-35 PVC Sanitary Sewer Pipe	LF	150	\$80	\$12,038
39	8" SDR-35 PVC Sanitary Sewer Pipe	LF	104	\$97	\$10,134
40	750 Gallon Grease Interceptor	EA	1	\$10,318	\$10,318
41	2" HDPE Domestic Water Service	LF	135	\$92	\$12,381
42	6" Ductile Iron Fire Water Line	LF	122	\$259	\$31,608
43	Domestic Service Tap at Main	EA	1	\$573	\$573
44	6" Hot Tap Assembly	EA	1	\$344	\$344
45	Fire Department Connection Assembly (FDC) & Post Indicator Valve (PIV)	EA	1	\$45,856	\$45,856
46	Fire Hydrant Assembly	EA	1	\$22,928	\$22,928
47	2" Meter, Backflow Preventer, & Hot Box	EA	1	\$24,075	\$24,075
48	6" DCDA & Vault	EA	1	\$51,588	\$51,588
Wet Utility Improvements Total				\$342,705	
Project Total				\$5,754,058	

Storey County
Lockwood Senior Center
Bid Tab



LOCKWOOD SENIOR CENTER					
Contractor: Builders United					
Bid Item No.	Description	Units	Quantity	Unit Price	Total Price
General					
1	Mobilization and Demobilization	LS	1	\$621,211	\$621,211
2	Traffic Control	LS	1	\$12,780	\$12,780
3	SWPPP / Dust Control	LS	1	\$49,730	\$49,730
4	Demolition	LS	1	\$78,800	\$78,800
General Total					\$762,521
Building/Electrical/Mechanical					
5	Architectural/Structural	LS	1	\$3,171,386.46	\$3,171,386
6	Electrical & Associated Dry Utilities	LS	1	\$658,678	\$658,678
7	Mechanical & Associated Dry Utilities	LS	1	\$694,410	\$694,410
Building/Electrical/Mechanical Total					\$4,524,474
Site Improvements					
8	Earthwork	LS	1	\$43,404	\$43,404
9	Curb & Gutter	LF	222	\$42	\$9,413
10	Curb	LF	459	\$29	\$13,219
11	AC Pavement	SF	11,863	\$1	\$16,608
12	Pavement Patch	SF	2,648	\$1	\$3,707
13	Sod & Irrigation	SF	15,798	\$2	\$24,961
14	Decomposed Granite Section	SF	3,230	\$16	\$51,228
15	Pedestrian Ramps	EA	2	\$2,390	\$4,780
16	P.C.C. Sidewalk	SF	2,804	\$7	\$19,348
17	Chain Link Fence	LF	165	\$250	\$41,172
18	Retaining Wall	LS	1	\$19,960	\$19,960
19	Striping & Signage	LS	1	\$1,600	\$1,600
20	Bollards	EA	7	\$2,170	\$15,190
21	Wheel Stops	EA	17	\$29	\$500
22	Rip Rap	SF	1,513	\$7	\$10,591
23	River Rock Mulch	SF	604	\$41	\$25,000
Site Improvements Total					\$300,681
Wet Utility Improvements					
24	48" Storm Drain Manhole	EA	4	\$10,035	\$40,140
25	Type 4R Storm Drain Catch Basin	EA	1	\$6,570	\$6,570
26	Type 3R Storm Drain Catch Basin	EA	1	\$6,130	\$6,130
27	12" NDS Catch Basin	EA	7	\$820	\$5,740
28	4" Perforated Pipe	LF	98	\$65	\$6,370
29	4" SDR-35 PVC Storm Drain Pipe	LF	294	\$56	\$16,464
30	6" SDR-35 PVC Storm Drain Pipe	LF	112	\$69	\$7,728
31	8" SDR-35 PVC Storm Drain Pipe	LF	36	\$81	\$2,916

32	12" SDR-35 PVC Storm Drain Pipe	LF	225	\$141	\$31,725
33	12" Flared End Section	EA	1	\$1,170	\$1,170
34	Sanitary Sewer Cleanout	EA	8	\$640	\$5,120
35	48" Sanitary Sewer Manhole (Cast-in-Place Base)	EA	1	\$11,435	\$11,435
36	48" Sanitary Sewer Manhole (Precast)	EA	1	\$8,915	\$8,915
37	4" SDR-35 PVC Sanitary Sewer Pipe	LF	149	\$61	\$9,089
38	6" SDR-35 PVC Sanitary Sewer Pipe	LF	150	\$67	\$10,050
39	8" SDR-35 PVC Sanitary Sewer Pipe	LF	104	\$128	\$13,312
40	750 Gallon Grease Interceptor	EA	1	\$15,590	\$15,590
41	2" HDPE Domestic Water Service	LF	135	\$49	\$6,615
42	6" Ductile Iron Fire Water Line	LF	122	\$254	\$30,988
43	Domestic Service Tap at Main	EA	1	\$5,700	\$5,700
44	6" Hot Tap Assembly	EA	1	\$6,100	\$6,100
45	Fire Department Connection Assembly (FDC) & Post Indicator Valve (PIV)	EA	1	\$25,295	\$25,295
46	Fire Hydrant Assembly	EA	1	\$23,300	\$23,300
47	2" Meter, Backflow Preventer, & Hot Box	EA	1	\$14,700	\$14,700
48	6" DCDA & Vault	EA	1	\$51,100	\$51,100
Wet Utility Improvements Total				\$362,262	
Project Total				\$5,949,938	

Storey County Community Development

Business



Licenses

P O Box 526 ~ Virginia City NV 89440 ~ (775) 847-0966

To: **K7 Construction Inc.**

Issued: **06/04/2024**

Re: **TEMPORARY Business License ~ 03/01/24 - 6/30/25**

Account #: **211323** Receipt #: **19902**

Please be advised this shall serve as your 'Temporary Business License' until a) your application process is completed; b) inspections, if required, are completed; and after which c) your Business License actually issued.

Should anyone have further questions, they may contact us directly. Thank you!

A handwritten signature in dark ink, appearing to be "C. A.", is written over a horizontal line.



Board of Storey County Commissioners Agenda Action Report

Meeting date: 7/2/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** First reading of Bill No. 142, Ordinance No. 24-330, amending Storey County Code Title 8 - Health and Safety, Chapter 8.01 Nuisances to allow appeals of a final decision of the hearing officer to proceed under a process for Judicial Review in district court after the final Hearing Officer decision.
- **Recommended motion:** I (commissioner) motion to approve First Reading amending Storey County Code Title 8 - Health and Safety, Chapter 8.01 Nuisances to allow appeals of a final decision of the hearing officer to proceed under a process for Judicial Review in district court after the final Hearing Officer decision.
- **Prepared by:** Austin Osborne for Brian Brown

Department: District Attorney

Contact Number: 775.847.0964

- **Staff Summary:** This ordinance amends Title 8 - Health and Safety, Chapter 8.01 Nuisances to allow appeals of a final decision of the hearing officer to proceed under a process for Judicial Review in district court after the final Hearing Officer decision. • • Currently, Storey County Code 8.01.070 requires that appeals from the final decision of the hearing officer be heard by the Board of County Commissioners. The recommended change to the Storey County Code removes the requirement that appeals be heard by the Board of County Commissioners and allows for either the individual or the county to file a petition for Judicial Review in District Court. • • Staff believes that the change will provide a more efficient and cost-effective appeal process in nuisance cases.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** Yes
- **Legal review required:** TRUE
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Bill No. 142

Ordinance No.24-330

Summary

An ordinance amending provisions of Storey County Code Title 8 - Health and Safety, Chapter 8.01 Nuisances to allow appeals of a final decision of the hearing officer to proceed under a process for Judicial Review in district court after the final Hearing Officer decision.

Title

An ordinance amending provisions of Storey County Code Title 8 - Health and Safety, Chapter 8.01 Nuisances to allow appeals of a final decision of the hearing officer to proceed under a process for Judicial Review in district court after the final Hearing Officer decision.

Chapter 8.01 – NUISANCES

8.01.010 - Declaration of nuisances.

In order to protect the public health, safety and welfare of the residents of the county from public nuisances, the board of county commissioners or its designee may order the owner of real property within the county to:

- A. Repair, safeguard, or eliminate any dangerous structure or condition.
- B. Clear debris, rubbish, refuse, litter, garbage, abandoned or junk vehicles or junk appliances which are not subject to the provisions of NRS chapter 459 Hazardous Materials.
- C. Clear weeds and noxious plant growth.
- D. Abate any condition or use that is declared a nuisance in this code.
- E. Repair, clear, correct rectify, safeguard or eliminate any other public nuisance to protect the public health, safety and welfare of the residents of the county.

As an alternative to the abatement of nuisances in the manner provided in this chapter, the district attorney is authorized, pursuant to NRS 244.360(6) to bring all necessary civil actions on behalf of the county to enjoin, abate or restrain the violation of the any ordinance of this county, the violation of which is declared to be a public nuisance in the ordinance violated and to seek damages for the cost of abatement of nuisances and the recovery of expenses and costs of suit arising out of such actions.

(Ord. No. 15-267, § I, 3-15-2016)

8.01.020 - Definitions.

For the purpose of this chapter, unless the context otherwise requires, the following definitions apply:

"Authorized inspector (inspector)" means the person designated or authorized by this section to enforce the provisions of the code dealing with nuisances.

- A. The building official or his or her designee is the authorized inspector for public nuisances regulated by [Title 15](#), Buildings and Construction, [chapter 15.20](#), Flood damage prevention and [Title 13](#), Public Services when involving dangerous structures. The building official must use the Code for Abatement of Dangerous Buildings to abate structures that are public nuisances.
- B. The fire district chief or his or her designee is the authorized inspector for public nuisances regulated by the International Fire Code as amended.
- C. The planning director or his or her designee is the authorized inspector for public nuisances regulated by Titles 8, Health and Safety and 17, Zoning.
- D. The sheriff or his or her designee is the authorized inspector for public nuisances regulated by [Title 6](#), Animals.
- E. The public works director or his or her designee is the authorized inspector for public nuisances regulated by [Title 13](#), Public Services.
- F. Any person designated as an authorized inspector may refer a complaint received by that person, which may be more appropriately handled by another inspector, to the county manager or his or her designee to be reassigned to an appropriate authorized inspector.

"Dangerous structure or condition" means a structure or condition that may cause injury to or endanger the health, life, property or safety of the general public or the occupants, if any, of the property on which the structure or condition is located. It includes any violation of any building, electrical, housing, plumbing or safety code or the violation of an ordinance regulating public health, welfare or safety which violation is designated a public nuisance in such ordinances.

"Hearing officer" means a person designated by the board of county commissioners to hear matters that are declared nuisances under this code or to determine the propriety or amount of civil penalties. The hearing officer may not be a county employee. The board may designate a justice court or municipal court pro tem from outside of the county as a hearing officer. The board may designate more than one hearing officer and if the board does, the hearing should be alternated equally between the hearing officers by the clerk depending on their availability. The board may by resolution set the compensation for the hearing officer.

"Occupant" means a legal entity that through the rights of ownership, rental, or residence has the use and enjoyment of the subject real property for residential or commercial purposes.

"Owner" means the legal entity listed as the current owner as recorded in the official records of the Storey County Recorder's office.

(Ord. No. 15-267, § I, 3-15-2016)

8.01.030 - Notice of nuisance.

When the county's authorized inspector receives a written and signed complaint about the existence of a condition which is declared to be a public nuisance by any provision of this code on property within the county, or if the inspector observes a public nuisance, the inspector must personally deliver to the property owner, or send to the owner of the property at the mailing address provided by the owner in the real property records of the county, a notice of the existence of the conditions along with an order to abate the nuisance. If sent by mail, the notice must be sent by certified mail, return receipt requested.

The notice of nuisance must inform the owner of the following:

- A. The street address, parcel number, or legal description sufficient to identify the property.
- B. A description and pictures if available of the offending condition or conditions.
- C. A statement of the action required to abate the nuisance and the date by which the abatement must be completed.
- D. A statement informing the owner that he may be subject to civil or criminal penalties or both for each day the nuisance is not abated after the date specified in the notice for completing the abatement has passed.
- E. A statement that the owner has a right to request a hearing before the hearing officer and the right to an appeal of the hearing officer's decision to the board of county commissioners.

The authorized inspector may alternatively refer the notice of nuisance to the district attorney. The district attorney may commence a civil action to abate, remove and enjoin the violation as a public nuisance or commence a criminal action in the manner provided by law. If a civil or criminal matter is filed in court the procedure in this chapter no longer applies. (Ord. No. 15-267, § I, 3-15-2016)

8.01.040 - Voluntary abatement.

Upon service of the written notice of nuisance, the owner of the property on which the offending conditions exist has until the date set out in the notice of nuisance to abate the nuisance unless the inspector grants an extension of time in writing. If the nuisance has been abated, the owner may request an inspection to verify the condition of the property. If the applicable time limit in the notice has expired, the inspector must re-inspect the property. If the nuisance has been abated, no further enforcement action may be taken. If the nuisance has not been abated by the date set forth in the notice of nuisance and no hearing or appeal has been requested, the inspector may refer the matter to the district attorney's office for enforcement.

(Ord. No. 15-267, § I, 3-15-2016)

8.01.050 - Time limit for abatement.

- A. The owner has thirty calendar days from the date of personal service of the notice of nuisance or from the deposit for mailing of the notice of nuisance to

abate a nuisance. The [authorized](#) inspector may extend the time for abatement in writing if the owner has made reasonable progress in complying with the notice. If the condition of the property or structure is causing an immediate danger to the public health, safety or welfare. If there is an immediate danger to the public health, safety or welfare the inspector has discretion to require immediate abatement or abatement in a time period of less than thirty days.

- B. The date for abatement set forth in the notice is tolled during the time the owner requests a hearing until he receives a decision from the hearing officer and for the time taken to decide an appeal if an appeal from the hearing officer's decision is taken.

(Ord. No. 15-267, § I, 3-15-2016)

8.01.060 - Hearing procedures.

- A. If the owner of the property contests the notice of nuisance, the owner may request a hearing before a hearing officer designated by the board. The hearing must be requested by the owner in writing within ten business days of service of the notice of nuisance and must be delivered to the county clerk. ~~The owner is required to post a deposit, in an amount set by resolution of the board, to cover the cost of the hearing officer and the transcription of the hearing.~~
- B. The county clerk must, within ten business days of receiving the request for hearing, set a hearing before the hearing officer. The hearing must be set within thirty days of the date of the receipt of the request for the hearing.
- C. At the hearing the [authorized](#) inspector and the owner of the property must present evidence to prove or disprove the facts set out in the notice of nuisance. The hearing is to be informal and the rules of evidence used in court do not have to be followed. The [authorized](#) inspector may ask for civil penalties to be imposed by the hearing officer taking into account the gravity of the owners conduct. The civil penalties start if the nuisance has not been abated on the date in the notice that the nuisance was to be abated. The hearing officer must determine if there is a nuisance that must be abated and may impose civil penalties or may reduce the amount of the civil penalty in consideration of all relevant circumstances. The hearing officer must issue a written order within five working days of the conclusion of the hearing. If the hearing officer determines there is a nuisance the hearing officer must order the owner to abate the nuisance within ten business days of service of the order or within the number of days remaining in the original notice of nuisance, whichever is longer. ~~If the hearing officer determines there is no nuisance the deposit will be refunded.~~
- D. The hearing conducted by the hearing officer must be recorded or reported. Any evidence introduced at the hearing must be retained in the custody of the

county clerk. [The decision of the hearing officer is the final administrative decision.](#)

(Ord. No. 15-267, § I, 3-15-2016)

8.01.070 - Appeal procedures.

- ~~A. If the owner of the property disagrees with the decision of the hearing officer, the owner may appeal to the board of county commissioners. The appeal must be requested in writing by filing a written notice of appeal, within ten working days of the service of the hearing officer's order, with the clerk of the board and payment of a filing fee set by resolution of the board. The clerk of the board must set the matter for a hearing at the next available meeting of the board. The county clerk must provide for the transcription of the record made before the hearing officer at the expense of the county. The clerk must provide the board with transcribed record along with the evidentiary materials admitted by the hearing officer.~~
- ~~B. At the appeal the board must review the record made in the hearing before the hearing officer to see if there is substantial evidence to support the hearing officer's decision. If the board finds there is substantial evidence and agrees with the decision of the hearing officer that there is a nuisance the board must order the owner to abate the nuisance within ten business days of their decision or within the number of days remaining on the original notice of nuisance, whichever is longer.~~
- A. [Either party that appeared and participated in the appeal in front of the hearing officer, and who was also aggrieved by the final administrative decision is entitled to file a petition for judicial review of the decision.](#)
- B. [Petitions for judicial review must name as respondent the authorized inspector, and all parties of record in the administrative hearing that was heard by the hearing officer, pursuant to SCC 8.01.060. The petition for judicial review is instituted by filing a petition in First Judicial District Court for Storey County Nevada. The petition must be served upon the Storey County District Attorney's Office in Virginia City, Nevada and upon the individual\(s\) and the authorized inspector that appeared as parties at the appeal hearing. The petition must be filed within 30 days after the written decision of the hearing is placed in the mail for service on the parties. The petition must be served on all parties within 45 days after the filing of the petition in district in court.](#)
- C. [Any party desiring to participate in the judicial review must file a statement of intent to participate in the petition for judicial review and serve the statement upon every other party within 20 days after service of the petition.](#)
- D. [Within 45 days after the service of the petition for judicial review, the county clerk shall transmit to the court the original or a certified copy of the transcript of the hearing and a certified copy of the complete record of the hearing.](#)
- E. [The petitioner shall file a memorandum of points and authorities in support of the petition within 40 days after the filing of the transcript and record of the hearing with](#)

the court. The respondent shall file an opposition memorandum of points and authorities within 30 days after the filing of the petitioner's memorandum of points and authorities. The petitioner may file a reply memorandum of points and authorities in support of the petition within 30 days after the filing of the opposition memorandum of points and authorities. All memoranda of points and authorities filed in proceedings involving petitions for judicial review must be in the form provided for appellate briefs in Rule 28 of the Nevada Rules of Appellate Procedure. Within 7 days after the expiration of the time within which the petitioner is required to reply, any party may request a hearing. Unless a request for hearing has been filed, the matter shall be deemed submitted.

- F. The hearing on the petition for judicial review must be conducted by the court without a jury and is confined to the record that was before the hearing officer. The final decision of the agency shall be deemed reasonable and lawful until reversed or set aside in whole or in part by the court. The burden of proof is on the party attacking or resisting the decision to show that the final decision is invalid. The court shall not substitute its judgment for that of the hearing officer as to the weight of evidence on a question of fact. The court may remand or affirm the final decision or set it aside in whole or in part if substantial rights of the petitioner have been prejudiced because the final decision of the hearing officer is:

- a. In violation of constitutional or statutory provisions;
- b. In excess of the statutory authority of the agency;
- c. Made upon unlawful procedure;
- d. Affected by other error of law;
- e. Clearly erroneous in view of the reliable, probative and substantial evidence on the whole record; or
- f. Arbitrary or capricious or characterized by abuse of discretion.

As used in this section, "substantial evidence" means evidence which a reasonable mind might accept as adequate to support a conclusion.

(Ord. No. 15-267, § I, 3-15-2016)

8.01.080 - Abatement by the county and recovery of costs.

- A. The county may abate a nuisance that has been determined under this chapter at any time ten days after the authorized inspector personally delivers to the property owner or sends the owner of the property written notice of the estimated costs to abate the nuisance and any accrued civil penalties, to the address provided by the owner in the real property records of the county, by certified mail, return receipt requested.
- B. The county may recover from the owner of the property on which a nuisance exists, the amount expended to abate a nuisance, if the owner has not abated the nuisance within the time required by the notice of nuisance, or after a hearing where the owner did not prevail and the owner has not filed an appeal within the time specified, or the board has denied an appeal and the owner has failed to abate the nuisance in the time specified.

- C. The county, in addition to filing a civil suit or any other legal means, may make the nuisance abatement expense a special assessment against the property with the nuisance and may collect the special assessment according to state law.

(Ord. No. 15-267, § I, 3-15-2016)

8.01.090 - Summary abatement.

The county may secure or summarily abate a dangerous structure or condition that the building official, the fire chief, and the sheriff determine in a written document is an imminent danger to the public health, safety and welfare.

- A. Before taking action to secure or summarily abate the nuisance, the owner of the property must be given notice that is hand delivered to the owner of the property or sent pre-paid by United States mail or posted on the property. The notice must state that the owner may challenge the action to secure or summarily abate the structure or condition and must provide a telephone number and an address where the owner may obtain additional information about abating the nuisance.
- B. If the imminent danger will occur before the notice and an opportunity to challenge the action can be provided, the county may summarily abate the structure or condition to the extent necessary to remove the imminent danger.
- C. The owner of the property must be given written notice of the abatement after its completion. The notice must state that the owner may seek judicial review and contain a telephone number and an address where the owner may obtain additional information about abating the nuisance.

(Ord. No. 15-267, § I, 3-15-2016)

- **8.01.100 - Civil penalty, appeal.**

- A. An owner of property that fails to abate a nuisance by the date specified in the notice of nuisance or as subsequently ordered by the hearing officer or the board, may be assessed a civil penalty by the hearing officer one hundred dollars per day for each day the nuisance continues beyond the date specified in the notice or set by the hearing officer, whichever is later. The cumulative civil penalties may not exceed three times the actual cost to abate, or, if the county elects not to abate the nuisance, three times the estimated cost to abate the nuisance as set forth in the estimate provided to the owner of the property pursuant to [section 8.01.080](#)(A) or five thousand dollars, whichever is greater.
- B. Appeal.
 - 1. If the owner of the property disagrees with the decision of the hearing officer to impose civil penalties, the owner may [file a petition for judicial review as outlined in SCC 8. 8.01.070 - Appeal Procedures](#). ~~appeal to the board of county commissioners. The appeal must be requested in writing by filing a written notice of appeal, within ten working days of the service~~

~~of the hearing officer's order, with the clerk of the board and payment of a filing fee of one hundred dollars. The clerk of the board shall set the matter for a hearing at the next available meeting of the board. The county clerk shall provide for the transcription of the record made before the hearing officer at the expense of the county. The clerk must provide the board with the transcribed record along with copies of the evidentiary materials admitted by the hearing officer.~~

~~2. At the appeal the board must review the record made in the hearing before the hearing officer to see if the decision of the hearing officer is arbitrary or capricious.~~

- C. Collection of civil penalties. If the decision of the hearing officer is not appealed and he determined that civil penalties in any amount were appropriate or if the board upheld a decision of the hearing officer that civil penalties in any amount were appropriate, the civil penalties must be collected as allowed by state law.

A decision by the county to enforce civil penalties does not limit or prohibit the prosecution of the owner for a nuisance violation by criminal complaint.

(Ord. No. 15-267, § I, 3-15-2016)

8.01.110 - Criminal penalty.

In addition to any other civil remedies set forth in this chapter, the owner, occupant or agent of any lot or premises within the county who permits or allows the existence of a public nuisance as defined in this code, upon any lot or premises owned, occupied or controlled by them, or who violates any provisions of this chapter is guilty of a misdemeanor. Each day of any violation constitutes a separate offense.

(Ord. No. 15-267, § I, 3-15-2016)



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 7/2/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** First reading of Bill No. 143, Ordinance No. 24-331, amending Storey County Code Title 15 – BUILDINGS AND CONSTRUCTION to more efficiently hear and decide appeals of orders, decisions, or determinations made by the building official or determinations made by the fire marshal about the International Fire Code, the Wildland Urban Interface code or any amendments by adding an option for appeals to be heard by Hearing Officers in situations where the full Board of Appeals is not seated and by adding a process for Judicial Review after the Board of Appeals/Hearing Officer decision.
- **Recommended motion:** I (commissioner) motion to approve First Reading amending Storey County Code Title 15 – BUILDINGS AND CONSTRUCTION to more efficiently hear and decide appeals of orders, decisions, or determinations made by the building official or determinations made by the fire marshal about the International Fire Code, the Wildland Urban Interface code or any amendments by adding an option for appeals to be heard by Hearing Officers in situations where the full Board of Appeals is not seated and by adding a process for Judicial Review after the Board of Appeals/Hearing Officer decision.
- **Prepared by:** Austin Osborne for Brian Brown

Department: District Attorney

Contact Number: 775.847.0964

- **Staff Summary:** This ordinance amends Title 15 of the Storey County Code to allow for appeals of orders, decisions, or determinations made by the building official or determinations made by the fire marshal about the International Fire Code, the Wildland Urban Interface code or any amendments by adding an option for appeals to be heard by Hearing Officers in situations where the full Board of Appeals is not seated and by adding a process for Judicial Review after the Board of Appeals/Hearing Officer decision. Currently, Storey County Code 15.08.060 requires that appeals from decisions of the building official and fire marshal be heard by a panel of three members of a board of appeals. The ordinance, as written, has been in place since 2019. Since that time staff has diligently attempted to identify individuals with the specific qualifications listed in the code and a willingness to sit on the Board of Appeals to present to the Board of County Commissioners. To date, staff has not been able to identify such individuals. This presents an issue to the building official and staff in their ability to carry out their enforcement obligations under the code. • • The recommended change to the Storey

County Code adds an option of using a hearings officer to hear an appeal in the situation where the board of appeals has not been fully seated. A hearing officer will be a person designated by the board of county commissioners. The hearing officer may not be a county employee. The board may designate a justice court or municipal court pro tem from outside of the county as a hearing officer. The board may designate more than one hearing officer and if the board does, the hearing should be alternated equally between the hearing officers by the clerk depending on their availability. The board may by resolution set the compensation for the hearing officer. • • In addition, this amendment adds a procedure for either the individual or the county to file a petition for judicial review in district court after the decision by the appeals board or hearing officer if no appeals board is properly seated. • • Staff believes that the change to allow for the addition of the option to use hearing officers in situations where the board of appeals is not fully seated will allow the staff the ability to fulfill their enforcement obligations in a more efficient and effective manner. In addition, the addition of the procedure for judicial review of the board of appeals/hearing officer decision will more clearly set forth the process for individuals and the county to appeal the final administrative decision to the district court.

- **Supporting Materials:** See Attachments

- **Fiscal Impact:** Yes

- **Legal review required:** TRUE

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Bill No. 143

Ordinance No.24-331

Summary

An ordinance amending provisions of Storey County Code Title 15 – BUILDINGS AND CONTRSUCTION, to more efficiently hear and decide appeals of orders, decisions, or determinations made by the building official or determinations made by the fire marshal about the International Fire Code, the Wildland Urban Interface code or any amendments by adding an option for appeals to be heard by Hearing Officers in situations where the full Board of Appeals is not seated and by adding a process for Judicial Review after the Board of Appeals/Hearing Officer decision. The Board of County Commissioners of the County of Storey, State of Nevada, does ordain as follows:

Title

An ordinance amending provisions of Storey County Code Title 15 BUILDINGS AND CONTRSUCTION, to more efficiently hear and decide appeals of orders, decisions, or determinations made by the Storey County Building Official or determinations made by the fire marshal about the International Fire Code, the Wildland Urban Interface code or any amendments by adding an option for appeals to be heard by Hearing Officers in situations where the full Board of Appeals is not seated and by adding a process for Judicial Review after the Board of Appeals or Hearing Officer decision.

Title 15 - BUILDINGS AND CONSTRUCTION

Chapters:

Chapter 15.04 - BUILDINGS AND CONSTRUCTION[1]

Footnotes:

--- (1) ---

Editor's note— Ord. No. 14-255, § II, adopted May 19, 2014, amended Chapter 15.04 in its entirety to read as herein set out. Former Chapter 15.04, §§ 15.04.010—15.04.090, pertained to similar subject matter, and derived from Ord. 172 § 1(part, 2000; Ord. No. 13-249, § I, 10-1-2013.

15.04.010 - Adoption of International and Uniform codes.

In order to regulate all matters relating to the construction, maintenance and safety of buildings structures and property within the county, the board, pursuant to NRS 244.3675 and NRS 278.580, adopts the following codes to be in force:

- A.The 2018 International Building Code (IBC).
- B.The 2018 International Residential Code (IRC).
- C.The 2018 International Existing Building Code (IEBC).
- D.The 2018 International Energy Conservation Code (IECC).
- E.The 2018 International Fuel Gas Code (IFGC).
- F.The 2018 International Mechanical Code (IMC).
- G.The 2017 National Electric Code (NEC).
- H.The 2018 Uniform Mechanical Code (UMC).
- I.The 2018 Uniform Plumbing Code (UPC).
- J.The 2018 International Swimming Pool and Spa Code (ISPSC).
- K.The 2018 Northern Nevada Amendments published by Northern Nevada Chapter of the International Code Council.
- L.The 2012 International Fire Code (IFC).
- M.The 2012 International Wildland Urban Interface Code (IWUI), with the exception of Section 602 Residential Fire Sprinkler requirements.
- N.The 2017 National Fire Protection Association Standards (NFPA).
- O.The 2018 Northern Nevada Fire Code Amendments.

Where conflicts occur between the codes and amendments referenced above and this chapter if this chapter is more restrictive, this chapter will apply.

(Ord. No. 14-255, § II, 5-19-2014; Ord. No. 18-293, § I, 10-26-2018)

15.04.020 - Adoption authority.

The board of county commissioners may, by ordinance, adopt later editions of the applicable codes identified in Section 15.04.010 of this chapter, and must include in the ordinance all the uniform codes in force.

(Ord. No. 14-255, § II, 5-19-2014)

15.04.030 - Modification.

The board may modify the uniform codes enumerated in Section 15.04.010 of this chapter so that the codes specifically apply to the county, provided the changes are in conformance with applicable state laws.

(Ord. No. 14-255, § II, 5-19-2014)

15.04.040 - Copies on file.

Copies of the latest adopted codes in section 15.04.010 and "Standard Details and Specifications for Public Works Construction" must be kept in the offices of the public works or building department. The latest editions of the International Fire Code, International Building

Code, the International Wildland Urban Interface Code, and NFPA Standards must be kept at the community development offices.

(Ord. No. 14-255, § II, 5-19-2014; Ord. No. 18-293, § I, 10-26-2018)

15.04.050 - Construction standards adopted.

"Standard Specifications for Public Works Construction," sponsored by the regional transportation commission of Washoe County, City of Sparks, City of Reno, Carson City, and the City of Yerington, is adopted as the construction standard for all public works and development construction projects. Any updated issue of "Standard Specification for Public Works Construction" will be automatically adopted by Storey County per this section. Other standards and specifications may be adopted by the board by ordinance specifying and identifying the standards.

(Ord. No. 14-255, § II, 5-19-2014)

15.04.060 - Storey County building construction standards.

The following construction standards are required for all structures regulated by code within Storey County:

- A. Snow load requirements. All building construction must have a snow load capacity as follows:

Site Elevation (feet above sea level)	Ground Snow Load (pounds per square foot)
9,500 and above	142
9,000—9,499	114
6,500—8,999	90
6,000—6,499	70
5,500—5,999	50
Below 5,500	20

- B. Seismic zone design requirements.

1.I.B.C. for commercial and industrial construction: The seismic design site class for structures must be based on the Risk Category, and the spectral response acceleration parameters in accordance with Chapter 16 of I.B.C and Chapter 20 of ASCE 7.

2.I.R.C. for single-family residential structures: The seismic design site class for single-family residential structures and structures accessory to residential use is D2.

- C. Wind speed design requirements. Per the adopted 2012 Northern Nevada Amendments:

Ultimate design wind speed for risk category I structures is 105 mph V ult '.

Ultimate design wind speed for risk category II structures is 115 mph V_{ult} .

Ultimate design wind speed for category III and IV structures is 120 mph V_{ult} .

Exposure Category is C. An altitude density reduction may not be taken.

The minimum basic wind speed (3-second gust) for Group R-2 and R-3 structures is 100 mph, Exposure Category C.

D. Foundations.

1. The foundation frost depth requirement for all foundations is twenty-four inches from bottom of footing to level of finish grade.

2. Foundations exposed more than two feet above the grade level must be finished in natural wood, native rock, brick, cultured stone, or split face block.

3. The minimum foundation anchor bolt requirement is five-eighths inch diameter by ten inches length or as required to obtain at least seven inches of embedment in the concrete. Anchor bolts must be spaced no more than forty-eight inches on center. All anchor bolts are to be equipped with 3" square \times $\frac{1}{4}$ " thick plate washers.

E. Roofing requirements. Fire retardant roofing material is required per NRS 472.100. All roofing materials used must be listed by a nationally recognized testing agency with a Class A rating, unless otherwise approved for industrial or commercial use by the building official. All roofing materials must be installed per manufacturers' specifications. No wood shakes or shingles are allowed.

F. Storage on unimproved lot. No storage of any kind is allowed on any unimproved lot. Building materials and construction equipment may be located on a lot that has an active building permit for a single-family dwelling. No automobiles or RV type vehicles may be stored on a lot until a certificate of occupancy or safety seal has been issued for the single-family dwelling.

G. Temporary quarters during construction. A temporary trailer permit may be issued at the discretion of the building official for one travel trailer or motor home connected to a permanent water source and sewer or septic system, as the owner's living quarters during construction of a single-family residence. The permit is initially valid for no more than one hundred eighty days. If substantial progress is completed on the permanent residence, the building official may renew the permit for an additional one hundred eighty days.

H. Water wells. Newly constructed water wells for domestic residential use are required to flow at a rate of not less than two g.p.m. during the initial one-hour flow test to meet the requirements for issuance of a residential dwelling building permit. A water quality test report displaying that the water is safe for drinking is required prior to issuance of a residential dwelling building permit.

I. Drainage.

1. Roof drainage or surface storm-water drainage from a structure or developed lot must be controlled through measures approved by the building official, and must not cause adverse impacts on neighboring or adjacent properties.

2. For development of commercial or industrial lots or parcels of five acres or larger, or development of residential subdivisions where the aggregate sum of lots or parcels is five acres or larger, an engineered hydraulic analysis is required that displays that post development run-off during a 100-year storm event will not exceed pre-development run-off.

J. Retaining walls. Retaining walls constructed for slope stabilization that are greater than four feet in height require engineered design and a building permit.

K. No duplication of buildings. Zoning classifications (E-1-VCH), (E-10-HR), and (E-40-VR), of the Storey County zoning ordinance, Chapter 17.40, shall not permit the same architectural elevation design (regardless of exterior treatment and/or reversal of layout) be approved within two thousand five hundred feet in all directions of the proposed building lot.
(Ord. No. 14-255, § II, 5-19-2014)

15.04.070 - Electrical wiring in commercial buildings.

The electrical wiring in all commercial buildings in Storey County must be installed in conduit approved by the applicable code.

(Ord. No. 14-255, § II, 5-19-2014)

15.04.080 - Fire district requirements.

- A. The following amendments in addition to the 2018 Northern Nevada Amendments to the 2018 International Fire Code apply to the International Fire Code:

Table 903.2.1a

Required Automatic Sprinklers by Fire Area, Response Time and Height For A, B, E, F, H, I, M, S and U Occupancies

Sprinklers are required when any one of the listed conditions is met.

Fire Jurisdiction	Fire Area b, c	Height, d	Response Time
Carson City Fire	>5,000 square feet e, f	3 stories or greater	-
East Fork Fire	>5,000 square feet	3 stories or greater	-
Protection District (Douglas County)			
North Lake Tahoe	≥5,000 square feet g	2 stories and a greater	
Fire Protection District		basement or 3 stories or	-
North Lyon Fire	≥5,000 square feet	3 stories or greater	-
Protection District			
Reno Fire Department	>5,000 square feet h	3 stories or greater	-
Truckee Meadows	≥5,000 square feet	3 stories or greater	-
Fire Protection District and			

Fire Protection District		
Sparks Fire Department >5,000 square feet	3 stories or greater	Over 6 minutes
Storey Fire Department >5,000 square feet	2 stories and a basement or 3 stories or greater	-
Tahoe Douglas Fire All Protection District (Douglas County)	-	-

- This table is in addition to any other automatic sprinkler requirements in this code.
- Fire areas may be separated according to IBC 707.3.10.
- Any addition or remodel that increases the fire area will be included in the calculation for the total square footage.
- Airport towers and open parking garages complying with IBC 406.5 are exempt from this table.
- S-1 and S-2 occupancies are exempt from this table.
- A one-time increase in the fire area is permitted provided said increase is ≤50% of the structure's existing permitted fire area square footage.
- A one-time increase of 360 square feet of fire area is permitted.
- Automatic fire detection system installed throughout and connected to a central station fire alarm company can be substituted for automatic sprinkler system.

TABLE 1016.2 EXIT ACCESS TRAVEL DISTANCE^a

OCCUPANCY	WITHOUT SPRINKLER SYSTEM (feet)	WITH SPRINKLER SYSTEM (feet)
A, E, F-1, M, R, S-1	200	250 b
I-1	Not Permitted	250 c
B	200	300 c
F-2, S-2, U	300	400 c
H-1	Not Permitted	75 c
H-2	Not Permitted	100 c
H-3	Not Permitted	150 c
H-4	Not Permitted	175 c
H-5	Not Permitted	200 c
I-2, I-3, I-4	Not Permitted	200 c

For SI: 1 foot = 304.8 mm.

- See the following sections for modifications to exit access travel distance requirements:
 Section 402.8: For the distance limitation in malls.
 Section 404.9: For the distance limitation through an atrium space.
 Section 407.4: For the distance limitation in Group I-2.
 Sections 408.6.1 and 408.8.1: For the distance limitations in Group I-3.
 Section 411.4: For the distance limitation in Special Amusement Buildings.
 Section 1015.4: For the distance limitation in refrigeration machinery rooms.

Section 1015.5: For the distance limitation in refrigerated rooms and spaces.

Section 1016.4: For increased limitation in Groups F-1 and S-1.

Section 1021.2: For buildings with one exit.

Section 1028.7: For increased limitation in assembly seating.

Section 1028.7: For increased limitation for assembly open-air seating.

Section 3103.4: For temporary structures.

Section 3104.9: For pedestrian walkways.

b. Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2. See Section 903 for occupancies where automatic sprinkler systems in accordance with Section 903.3.1.2 are permitted.

c. Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

- B. All sections of the International Fire Code and the International Wildland Urban Interface Code adopted in Section 15.04.010 that refer to a board of appeals are amended and all appeals of orders, decisions, or determinations made by the fire marshal, must follow the process in SCC 15.08.060.

(Ord. No. 14-255, § II, 5-19-2014; Ord. No. 18-293, § I, 10-26-2018; Ord. No. 19-303, § I, 12-17-2019)

15.04.090 - Violation—Criminal penalty.

Any person, firm, or corporation violating any provision of this chapter is guilty of a misdemeanor.

(Ord. No. 14-255, § II, 5-19-2014)

Chapter 15.08 - BUILDING OFFICIAL[2]

Footnotes:

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Editor's note— Ord. No. 14-255, § II, adopted May 19, 2014, amended Chapter 15.08 in its entirety to read as herein set out. Former Chapter 15.08, §§ 15.08.010—15.08.080, pertained to similar subject matter, and derived from Ord. 172 § 1(part), 2000; Ord. No. 13-249, § I, 10-1-2013.

15.08.010 - Office created.

There is created a building department with an official in charge known as the county building official, pursuant to NRS 278.570.

(Ord. No. 14-255, § II, 5-19-2014)

15.08.020 - Appointment.

The building official must be appointed by the chairman of the board of county commissioners with the approval of a majority of the board.

(Ord. No. 14-255, § II, 5-19-2014)

15.08.030 - Reserved.

15.08.040 - Abatement of dangerous buildings.

All buildings or portions thereof which are determined after inspection by the building official to be dangerous as defined in the approved codes are declared to be public nuisances and must be abated by repair, rehabilitation, demolition or removal in accordance with the procedures of the approved codes. The building official must file and serve on the record owner and on the property a notice and order required by the Uniform Code for the Abatement of Dangerous Buildings. If the building official determines that there is a violation of code the building official must refer the matter to the district attorney's office.

If the building or structure is in a condition that is immediately dangerous to life, limb, property, or safety of the public or its occupants the building official may order it to be vacated. If the notice and order requires demolition, the district fire chief and the sheriff must agree with the determination and sign the notice as required by NRS 244.3601.

(Ord. No. 14-255, § II, 5-19-2014)

15.08.050 - Private practice restricted.

Any person holding the office of county building official, inspector, or staff is prohibited from engaging in the private practice of architecture, design, or structural engineering of buildings and projects, whether the design and planning concerns new construction or renovation of existing buildings within the county.

(Ord. No. 14-255, § II, 5-19-2014)

15.08.060 - Appeal from decisions.

Section 113 of the IBC and IRC is replaced by the following language:

A. In order to hear and decide appeals of orders, decisions, or determinations made by the building official about the application and interpretation of the currently adopted building and uniform codes, or any amendments, or any orders, decisions, or determinations made by the fire marshal about the International Fire Code, the Wildland Urban Interface code or any amendments, there is created a board of appeals consisting of members who are qualified by experience and training to pass on matters pertaining to building construction and fire-safety, who are not employees of the jurisdiction. The board of appeals may not waive the requirements of this code. The building official is an ex officio member of the board of appeals and will act as its secretary, but has no vote on any matter before the board. The board of appeals appointed by the board of county commissioners will convene when an appeal has been filed. The board of appeals may adopt rules of procedure for conducting its business, and

must render all decisions and findings in writing to the appellant with a duplicate copy to the building official or fire marshal, whoever was appealed.

B. The board of appeals has no authority to interpret the administrative provisions of this code except for decisions of the building official about modifications, alternative materials, alternate designs, methods of construction and uncovering work for inspections.

C. The board of county commissioners must appoint three members to the board of appeals, one of whom must be an architect, engineer, or a general contractor licensed by the State of Nevada, one of whom must be a person with experience as a fire protection professional, and one of whom must represent the public at large.

1. The terms for all board members are for a period of two years. If a position becomes vacant for any reason, the vacancy must be filled for the duration of the unexpired term of the member by a majority vote of the board.

D. Any individual may appeal an order, decision or determination made by the building official or fire marshal, except as limited by subsection B above, to the board of appeals by filing a written notification of appeal with the secretary to the board within ten working days of the decision. The board of appeals must hold a hearing within thirty days from the receipt of the written notice of appeal unless the appellant agrees to an extension of the time limit. If the applicant has not submitted written notification of appeal within the time frame, the action of the building official or fire marshal is final.

E. All hearings on appeal pursuant to this section are open to the public. All written materials introduced must be identified for the record, and the board of appeals may request the production of records and the appearance of persons necessary for their deliberations. The technical rules of evidence do not apply. Any evidence presented to the board of appeals must be relevant to the issue before the board.

F. At the conclusion of the hearing the board of appeals must rule in writing within twenty days from the date of the hearing and state its findings and recommendations on the appeal. The decision of the board of appeals is the final administrative decision and must be served upon all parties to the appeal by mailing of a copy of the decision to each party and filed with the Storey County Clerk. The appeal must be recorded or reported. Any evidence introduced at the hearing must be retained in the custody of the Storey County Clerk.

G. In the event that the board of appeals is not fully seated pursuant to SCC 15.08.060.C, there is hereby created the position of hearing officer. A hearing officer will be a person designated by the board of county commissioners. The hearing officer may not be a county employee. The board may designate a justice court or municipal court pro tem from outside of the county as a hearing officer. The board may designate more than one hearing officer and if the board does, the hearing should be alternated equally between the hearing officers by the clerk depending on their availability. The board may by resolution set the compensation for the hearing officer. The hearing officer shall be bound by and follow the same procedures and

processes outlined for the appeals board as set forth in 15.08.060, except that the notice of appeal set forth in 15.08.060.D shall be filed with the Storey County Clerk. In the event that the board of appeals is not fully seated and the appeal is heard by a hearing officer pursuant to this subsection, the decision of the hearing officer is the final administrative decision.

(Ord. No. 14-255, § II, 5-19-2014; Ord. No. 19-303, § II, 12-17-2019)

15.08.070 - ~~Reserved~~ Petition for Judicial Review

- A. Either party that appeared and participated in the appeal in front of the board of appeals, or hearing officer, and who was also aggrieved by the final administrative decision is entitled to file a petition for judicial review of the decision.
- B. Petitions for judicial review must name as respondent the building official or fire marshal and all parties of record in the administrative hearing that was heard by the board of appeals, or hearing officer, pursuant to SCC 15.08.060.C. The petition for judicial review is instituted by filing a petition in First Judicial District Court for Storey County Nevada. The petition must be served upon the Storey County District Attorney's Office in Virginia City, Nevada and upon the individual(s) and the building official or fire marshal that appeared as parties at the appeal hearing. The petition must be filed within 30 days after the written decision of the hearing is placed in the mail for service on the parties. The petition must be served on all parties within 45 days after the filing of the petition in district in court.
- C. Any party desiring to participate in the judicial review must file a statement of intent to participate in the petition for judicial review and serve the statement upon every other party within 20 days after service of the petition.
- D. Within 45 days after the service of the petition for judicial review, the county clerk shall transmit to the court the original or a certified copy of the transcript of the hearing and a certified copy of the complete record of the hearing.
- E. The petitioner shall file a memorandum of points and authorities in support of the petition within 40 days after the filing of the transcript and record of the hearing with the court. The respondent shall file an opposition memorandum of points and authorities within 30 days after the filing of the petitioner's memorandum of points and authorities. The petitioner may file a reply memorandum of points and authorities in support of the petition within 30 days after the filing of the opposition memorandum of points and authorities. All memoranda of points and authorities filed in proceedings involving petitions for judicial review must be in the form provided for appellate briefs in Rule 28 of the Nevada Rules of Appellate Procedure. Within 7 days after the expiration of the time within which the petitioner is required to reply, any party may request a hearing. Unless a request for hearing has been filed, the matter shall be deemed submitted.
- F. The hearing on the petition for judicial review must be conducted by the court without a jury and is confined to the record that was before the hearing officer. The final decision of the agency shall be deemed reasonable and lawful until reversed or set aside in

whole or in part by the court. The burden of proof is on the party attacking or resisting the decision to show that the final decision is invalid. The court shall not substitute its judgment for that of the hearing officer as to the weight of evidence on a question of fact. The court may remand or affirm the final decision or set it aside in whole or in part if substantial rights of the petitioner have been prejudiced because the final decision of the hearing officer is:

- a. In violation of constitutional or statutory provisions;
- b. In excess of the statutory authority of the agency;
- c. Made upon unlawful procedure;
- d. Affected by other error of law;
- e. Clearly erroneous in view of the reliable, probative and substantial evidence on the whole record; or
- f. Arbitrary or capricious or characterized by abuse of discretion.

As used in this section, “substantial evidence” means evidence which a reasonable mind might accept as adequate to support a conclusion.

15.08.080 - Violation—Penalty.

Any person, firm, or corporation violating any provision of this chapter is guilty of a misdemeanor.

(Ord. No. 14-255, § II, 5-19-2014)

Chapter 15.12 - BUILDING PERMITS[3]

Footnotes:

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Editor's note— Ord. No. 14-255, § II, adopted May 19, 2020, amended Chapter 15.12 in its entirety to read as herein set out. Former Chapter 15.12, §§ 15.12.010—15.12.150, pertained to similar subject matter, and derived from Ord. 172 § 1(part), 2000; Ord. No. 11-236, § 1, 8-2-2011; Ord. No. 13-249, § I, 10-1-2013.

ARTICLE I. - GENERAL PROVISIONS FOR CONSTRUCTION

15.12.010 - Building permit required.

Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or mobile, manufactured or modular home for human habitation, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this Code, or cause any of this work to be done, must first make application to the building official and obtain the required permit.

(Ord. No. 14-255, § II, 5-19-2014)

15.12.020 - Application contents and fee.

A.The application for a building permit must be made on forms provided by the building official, and must contain the following information:

- 1.Name and address of applicant;
 - 2.Identify and describe the work to be covered by the permit;
 - 3.Primary contractor's name, address and Nevada state license number;
 - 4.If submitted under NAC 624 as an owner-builder. A written acknowledgement of the Owner-Builder Restriction Statement per NRS 278.573;
 - 5.A description of the land on which the proposed work is to be done by legal description, street address, or similar description that will readily identify and definitely locate the proposed work;
 - 6.The intended use and occupancy of the proposed work;
 - 7.Any construction documents or other information required by code;
 - 8.Subcontractor's name, address and Nevada state license number;
 - 9.Residential designer, address and Nevada state license number;
 - 10.Architect's name, address and Nevada state license number;
 - 11.Engineer's name, address and Nevada state license number;
 - 12.Cost of work, based on the retail price or a contractor's price for such work;
 - 13.Date the work is to commence and the estimated date of completion.
- B. Permit fees. Applications for building permits must be accompanied by the fees established by resolution of the board, which resolutions are on file in the county building department.
- C. Plan review fees. In addition to any other fee required in connection with an application or permit, when submittal documents are required a plan review fee must be paid at the time of submitting the construction documents for plan review. The plan review fee is sixty-five percent of the building permit fee unless the fee is set by resolution of the board.

(Ord. No. 14-255, § II, 5-19-2014; Ord. No. 18-293, § 1, 10-26-2018)

15.12.030 - Reapplication procedures.

A new permit must be obtained before the work can be recommenced at a fee of one-half of the amount required for the original permit, provided no changes have been made or will be made in the original application and plans are provided, further, that the suspension of work has not exceeded one year.

(Ord. No. 14-255, § II, 5-19-2014)

15.12.040 - Nontransferability.

All permits are nontransferable.

A.Fees for building permits that have been issued may not be transferred to a new owner or a new project location;B.Fees for permits issued for a specific project or scope of work may not be transferred to another project or change of scope of work by the same owner.

(Ord. No. 14-255, § II, 5-19-2014)

15.12.050—15.12.070 - Reserved.

ARTICLE II. - RESIDENTIAL CONSTRUCTION REQUIREMENTS

15.12.080 - Permits for septic system installation and well drilling required.

A permit must be obtained from the county building department before a person may drill a well and from the state division of health before a person installs a septic system or does any work in preparation for the well or septic system.

(Ord. No. 14-255, § II, 5-19-2014)

15.12.090 - Water source required.

A building permit may not be issued until the applicant has provided an adequate source of water fit for human consumption, either by drilling a well on the premises or by water being piped in through a public or private utility designed for the transportation of water. A will serve letter must be issued by that public or private utility designed for transportation and deliverance of water and be submitted to the building department with the permit application.

(Ord. No. 14-255, § II, 5-19-2014)

15.12.094 - Accessory dwelling unit and accessory structure defined.

- A. An attached accessory dwelling unit is a portion of or an addition to a single-family main dwelling that is designed to be used as a separate and independent dwelling unit. An attached accessory dwelling unit includes, at a minimum, permanent kitchen and bathroom (i.e. a toilet) facilities, but may also include living, sleeping, and eating facilities, all separated from the main unit by walls or ceilings and accessed through a lockable exterior or interior door. Converting part of, or adding on to, an existing single-family main dwelling may create an attached accessory dwelling. To be considered attached, the accessory dwelling unit must abut (i.e. be on the opposite side of a wall or ceiling) the habitable space of the main dwelling, or the ceiling of a garage attached to the main dwelling. Incidental and accessory features such as trellises, decks, patios, breezeways, or tool sheds will not be considered as establishing an attached dwelling unit. Typical uses include guest rooms, guest apartments and "granny flats."
- B. A detached accessory dwelling unit refers to a dwelling unit on the same lot as the main dwelling unit, but which is physically separated from the main dwelling unit. A detached accessory dwelling unit is designed and configured to provide independent living facilities for one or more persons, and includes, at a minimum, permanent kitchen and bathroom (i.e. a toilet) facilities, but which may also include living, sleeping, and eating facilities. Typical uses include guesthouses, second units, "granny flats" and caretaker's quarters.
- C. A detached accessory structure refers to a building or structure on the same lot as the main residential structure and devoted to a use incidental to that main

residential structure. A detached accessory structure is not designed, configured, or used for human habitation. The detached accessory structure may be connected to water and wastewater systems subject to the recordation of a deed restriction prohibiting the use of the structure as a dwelling unit. Installation of both a kitchen and a toilet in a detached accessory structure requires the structure to be considered a dwelling unit and subject to the accessory dwelling unit provisions. Typical uses include storage buildings and sheds, barns and detached garages.

(Ord. No. 14-255, § II, 5-19-2014)

15.12.096 - Domestic use limit.

If the development and use of underground water from a well for an accessory dwelling unit of a single-family dwelling, as defined in Section 15.12.094, qualifies as a domestic use or domestic purpose:

- A. The owner of the well must:
 - 1. Obtain approval for that use from the board after a report and recommendation by the planning commission; and
 - 2. Install a water meter, at owner's expense, capable of measuring the total withdrawal of water from the well; and
 - 3. Ensure the total withdrawal of water from the well does not exceed two acre-feet per year.
- B. The board or its designee must report the approval of the accessory structure on a form provided by the state engineer.
- C. The state engineer is required to monitor the annual use of water from the well.
- D. The date of priority for the use of the domestic well to supply water to any accessory structure is the date of approval received by the owner of the well from board.

(Ord. No. 14-255, § II, 5-19-2014)

15.12.099 - Tampering.

A. Tampering: No one except an employee or representative of Storey County or the State of Nevada may at any time or in any manner operate or alter a water meter or otherwise interfere with a meter or its connections.

(Ord. No. 14-255, § II, 5-19-2014)

15.12.100 - Sewage disposal system required.

A building permit may not be issued unless the applicant has first installed a suitable sewerage disposal system meeting all applicable governmental standards or the owner must provide a "will serve letter" from a public or private sewage process utility designed to transport and process raw sewage.

(Ord. No. 14-255, § II, 5-19-2014)

15.12.110—15.12.140 - Reserved.

15.12.150 - Violation—Penalty.

Any person, firm, or corporation violating any provision of this chapter is guilty of a misdemeanor.

(Ord. No. 14-255, § II, 5-19-2014)

Chapter 15.16 - GREASE TRAPS

Sections:

15.16.010 - Installation—Required.

To promote the general health, safety and welfare of the citizens of the county, the county building department shall be empowered to designate, based on previously adopted guidelines, which restaurants and food vendors will be required to install and maintain grease traps in their operations.

(Ord. 104-B § 1, 1987)

15.16.020 - Installation—Time for compliance.

After the designation in Section 15.16.010, and after proper notice being duly served upon designees, the designees must comply with the directive to install the grease trap within ten days. Failure to comply with the directive within the ten-day period may result in the imposition of a civil penalty not to exceed one hundred dollars per day during periods of noncompliance.

(Ord. 104-B § 2, 1987)

15.16.030 - Inspections.

The county building department shall be further empowered to make periodic inspections of all businesses required to maintain the grease traps and to determine if the traps are in accord with previously adopted standards. After proper written notice has been duly served, all grease traps found to be below standard shall be rehabilitated so as to comply with standards or be replaced within ten days. Civil penalties not exceeding one hundred dollars per day may be imposed during periods of noncompliance.

(Ord. 104-B § 3, 1987)

Chapter 15.20 - FLOOD DAMAGE PREVENTION

Sections:

ARTICLE I. - GENERAL PROVISIONS**15.20.010 - Statutory authorization.**

The Legislature of Nevada in Nevada Revised Statutes 278.020, 244A.057, and 543.020 confers upon local government units, authority to adopt regulations designed to promote the public

health, safety, and general welfare of its citizenry. Therefore, the county commission of Storey County does hereby adopt the following floodplain management regulations.

(Ord. 184 (part), 2003)

15.20.020 - Findings of fact.

- A. The flood hazard areas of Storey County are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- B. These flood losses are caused by the cumulative effects of obstructions in areas of special flood hazards, which increase flood heights and velocities and when inadequately anchored, damage uses in other areas. Structures that are inadequately flood proofed, elevated or protected from flood damage also contribute to flood loss.

(Ord. 184 (part), 2003)

15.20.030 - Statement of purpose.

It is the purpose of this chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. Minimize prolonged business interruptions;
- E. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, and streets and bridges located in areas of special flood hazards;
- F. Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;
- G. Ensure potential buyers are notified that property is located in areas of special flood hazards;
- H. Ensure those who occupy the areas of special flood hazards assume responsibility for their actions; and I. Maintain qualifying standards for participation in the National Flood Insurance Program. (NFIP)

(Ord. 184 (part), 2003)

15.20.040 - Definitions.

Unless specifically defined below, words or phrases used in this chapter must be interpreted to give them the meaning they have in common usage and to give this chapter its most reasonable application.

"Accessory use" means a use, which is incidental and subordinate to the principal use of the parcel of land on which it is located.

"Act" means the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973, both as amended.

"Actual cash value (ACV)" means the replacement cost of an insured item of property at the time of loss, less the value of physical depreciation as to the item damaged.

"Adversely affects" means the cumulative effect of the proposed development when combined with all other existing and anticipated development will increase the water surface elevation of the base flood more than one-half foot at any point.

"Alluvial fan" means a geomorphologic feature characterized by a cone or fan-shaped deposit of clay, silt, sand, gravel, and boulders that have been eroded from mountain slopes, transported by flood flows, and deposited on the valley floor.

"Alluvial fan flooding" means flooding occurring on the surface of an alluvial fan or similar land form which originates at the apex and is characterized by high velocity flows: active processes of erosion, sediment transport, deposition, and unpredictable flow paths.

"Anchor" means a series of methods used to secure a structure to its footings or foundation wall so that it will not be displaced by flood or wind forces.

"Apex" means the highest point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

"Appeal" means a request for a review of the local floodplain administrator's interpretation of any provisions of this chapter or a request for a variance.

"Appurtenant structure" means a detached garage or carport servicing a one to four family dwelling.

"Area of shallow flooding" means designed AO and AH zones on the flood insurance rate map (FIRM) with a one-percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist; where the path of flooding is unpredictable; and where velocity flow may be evident, AO is characterized as sheet flow and AH indicates ponding.

Area of special flood hazard. See "special flood hazard area."

"Area of special flood-related erosion hazard" means the land within a community that is most likely to be subject to severe flood-related erosion losses. This area may be designated as zone E on the flood insurance rate map (FIRM).

"Area of special mudslide (i.e., mudflow) hazard" means the area subject to severe mudslides (i.e., mudflows). This area is designated as zone M on the flood insurance rate map (FIRM).

"Assignment" means the transfer by a policyholder of his/her legal right or interest in a policy contract to a third party. In the NFIP, written assignment of a local policy is permissible upon transfer of title without the consent of the administrator except in the case where a residential (household) contents - only policy is involved or a policy was issued to cover a one to four family residential building in the course of construction.

"Association" means a group of unit owners that manages a described condominium building.

"Backwater effect" means the rise in water surface elevation caused by some obstruction such as a narrow bridge opening, buildings or fill material that limits the area through which water must flow.

"Backfill" means the placement of fill material within a specified depression, hole or excavation pit below the surrounding adjacent ground level as a means of improving flood water conveyance or to restore the land to the nature contours existing prior to excavation.

"Base flood" means a flood, which has a one percent chance of being equaled or exceeded in any given year. Also referred to as the "one hundred year flood."

"Base flood depth (BFD)" means the depth shown on the flood insurance rate map (FIRM) for zone AO that indicates the depth of water above highest adjacent grade resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.

"Base flood elevation" means the height in relation to mean sea level expected to be reached by the waters of the base flood at pertinent points in the floodplain of the riverine areas.

"Base floodplain" means the floodplain that would be inundated by a one-percent chance flood.

"Basement" means any area of the building having its floor subgrade (below ground level) on all sides.

"Binder" means a temporary agreement between company, producer, and insured that the policy is in effect. Binders are not permitted under the NFIP.

"Blanket insurance" means a single amount of insurance applying to more than one building and/or contents. Blanket insurance is not permitted under NFIP.

"Breakaway walls" means a wall that is not part of the structural support of the building and is intended throughout its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system or any buildings to which they might be carried by flood waters. A breakaway wall shall have a design loading resistance of not less than ten and no more than twenty pounds per square foot. Use of breakaway wall must be certified by a registered engineer or architect and shall meet the following conditions:

1. Breakaway wall collapse shall result from a water load less than that which would occur during the base flood, and
2. The elevated portion of the building shall not incur any structural damage due to the effects of wind and water loads acting simultaneously in the event of the base flood.

Building. See "structure."

"Channel" means a natural or artificial water course with the definite bed and banks to confine and conduct flowing water.

"Claims coordinating office (CCO)" means a clearinghouse for the various insurers who are responding to a multi-peril catastrophe. Through voluntary participation, all losses are reported to the coordinating office and are processed to locate address matches among the reported claims. The interest of each carrier is protected as the Claims Coordinator maintains sole control over the policy and loss information. If a match is found, special care is taken to direct the assigned adjuster(s) to a mutually agreeable adjustment or to have one adjuster surrender his/her loss with the assurance that every effort will be made to replace it.

"Code of Federal Regulations" means codification of the general and permanent rules published in the Federal Regulations Register (CFR) by the executive departments and agencies of the federal government.

"Coinsurance" means this provision reduces the loss payment if the insured does not carry coverage equal to at least eighty percent of the replacement cost of the damaged building.

"Community" means any state or area or political subdivision thereof, or any Indian tribe or authorized tribal organization, or authorized native organization, which has authority to adopt and enforce flood plain management regulations for the areas within its jurisdiction.

"Community number" means a six-digit designation identifying each NFIP community. The first two numbers are the state code. The next four are the Federal Insurance Administration (FIA) assigned community number. An alphabetical suffix is added to a community number to identify revisions in the flood insurance rate map (FIRM) for that community.

"Community rating system (CRS)" means a program developed by the FIA to provide incentives for those communities in the regular program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

"Conditional letter of map amendment (CLOMA)" means a letter from FEMA stating that a proposed structure that is not to be elevated by fill would not be inundated by the base flood if built as proposed.

"Conditional letter of map revision (CLOMR)" means procedures by which contractors, developers and communities can request review and determination by the Federal Insurance Administrator of scientific and technical data for a proposed project, when complete and functioning effectively would modify the elevation of individual structures and parcels of land, stream channels, and floodplains on the FIRM.

"Conditional letter of map revision (based on fill) (CLOMR-F)" means a letter from FEMA stating that a parcel of land or proposed structure that is to be elevated by fill would not be inundated by the base flood if fill is placed on the parcel as proposed or the structure is built as proposed.

"Condominium" means a system of individual ownership of units in a multi-unit building or buildings or in single-unit buildings in which each unit owner has an undivided interest in the common areas of the building(s) and facilities that serve the building(s).

"Condominium association" means a corporation made up of owners of the condominium buildings. The condominium association is responsible for (1) the operation and (2) the adoption and enforcement of rules or bylaws that govern the owners of the condominium buildings.

"Control office" means an NFIP claims office similar to a Flood Insurance Claims Office (FICO) with the exception that the control office does not (1) maintain insured files, (2) maintain a claims examiner staff at the site, and (3) issue claims payments.

"Countywide map" means a flood insurance rate map (FIRM) that shows flooding information for the entire geographic area of a county, including the incorporated communities within the county.

"Critical features" means an integral and readily identifiable part of a flood protection system, (e.g., dams, flood walls, channel improvements), without which the flood protection provided by the entire system would be compromised.

"Critical structures" means a structure for which even a slight chance of flooding would reduce or eliminate its designed function of supporting a community in an emergency. Fire stations, hospitals, municipal airports, police stations, communication antennas or towers, elder care facilities (retirement homes) fuel storage facilities, schools designated as emergency shelters, fresh water and sewage treatment facilities are some examples of critical structures.

"Curvilinear line" means the border on either a flood hazard boundary map (FHBM) or flood insurance rate map (FIRM) that delineates the special flood, mudslide (i.e., mudflow) and/or flood related erosion hazard areas and consists of a curved or contour line that follows the topography.

"Date of construction" means the date that the building permit was issued provided the actual start of construction, repair, reconstruction, or improvement was within one hundred eighty days of the permit date.

"Deductible buyback" means for an additional premium, policyholders who wish to reduce their deductibles from the standard deductibles of one thousand dollars for pre-FIRM risks may opt to purchase separate five hundred dollar deductibles for building and content coverage.

"Designated floodway" means the channel of a stream and the portion of the adjoining floodplain designated by a regulatory agency to be kept free of further development to provide for unobstructed passage of flood flows.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.

"Diagram number" means the diagram numbers on the FEMA elevation certificate identify the various types of buildings.

"Direct physical loss by or from flood" means any loss in the nature of actual loss of or physical damage, evidenced by physical changes, to the insured property (building or personal property) which is directly and proximately caused by a "flood" (as defined in the policy forms).

"Doublewide manufactured (mobile) home" means a manufactured (mobile) home that, when assembled as a non-movable, permanent building, is at least sixteen feet wide with an area within its perimeter walls of a least six hundred square feet. A doublewide is not classified as a manufactured (mobile) home for insurance rating purposes under the NFIP, but is classified under one of the other building types.

"Dry proofing" means a flood proofing method used to design and construct buildings so as to prevent the entrance of flood waters.

"Elevated building" means a non-basement building that has its lowest elevated floor raised above the ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

"Elevation certificate" means the elevation certificate is required in order to properly rate post-FIRM buildings, which are buildings constructed after publication of the flood insurance rate

map (FIRM), for flood insurance zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, and AR/AO. The elevation certificate is not required for pre-FIRM buildings unless the building is being rated under the optional post-FIRM flood insurance rules.

"Emergency program" typically means, the first phase under which a community participates in the NFIP. It is intended to provide a first layer amount of insurance at subsidized rates to all insurable structures in that community before the effective date of the initial flood insurance rate map (FIRM).

"Enclosure" means that portion of an elevated building below the lowest elevated floor that is either partially or fully shut in by rigid walls.

"Encroachment" means the advance of infringement onuses, plant growth, excavation, fill, buildings, permanent structures or development, storage of equipment and materials, or any other physical object placed in the floodplain that hinders the passage of water or otherwise affects flood flows.

"Erosion" means the process of the gradual wearing away of any landmass. This peril is not per se covered under the program. (See flood-related erosion.)

"Existing manufactured homes (mobile home) park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

"Expansion to a manufactured home (mobile home) park" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, construction of streets, and either final site grading or the pouring of concrete pads).

"Federal Emergency Management Agency (FEMA)" means the federal agency under which the National Flood Insurance Program (NFIP) is administered.

"Federal Insurance Administration" means the government unit, a part of the Federal Emergency Management Agency (FEMA), that administers the National Flood Insurance Program (NFIP).

"Federal Register" means a document published daily by the federal government that provides a uniform system for making available to the public, regulations and legal notices issued by federal agencies.

"Flash flood" means a flood that crests in a short period of time and is often characterized by high velocity flows. It is often the result of heavy rainfall in a localized area.

"Flood, flooding, or flood waters" means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of flood waters; the unusual and rapid accumulation or runoff of surface water from any source; mudslides; and the condition resulting from flood-related erosion.

"Flood control" means keeping flood waters away from specific developments or populated areas by the construction of flood storage reservoirs, channel alterations, dikes and levees, bypass channels, or other engineering works.

"Flood frequency" means a statistical expression of the average time period between floods equaling or exceeding a given magnitude.

"Flood hazard boundary map (FHBM)" means an official map of a community, issued by the administrator, where the boundaries of the flood, mudslide (mudflow) and related erosion areas having special hazards have been designated as zones A, M, and/or E.

"Flood insurance rate map (FIRM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

"Flood Insurance Study (FIS)" means the official report provided by the Federal Insurance Administration that includes flood profiles, the flood insurance rate map, and the water surface elevation of the base flood.

"Floodplain and flood-prone area" means any land area susceptible to being inundated by waters from any source. (See flooding.)

"Floodplain administrator" means the building official or his designee who is given specific authority and responsibilities to enforce the local floodplain management regulations. The person named as floodplain administrator must be capable of interpreting the ordinance codified in this chapter and have access to necessary technical competence.

"Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works and floodplain management plans, regulations and ordinances.

"Floodplain management regulations" means this chapter, and any federal, state or local regulations plus community zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a grading and erosion control) and other

applications of police power which control development in flood-prone areas to prevent and reduce flood loss and damage.

"Flood proofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate flood damage to real estate or improved property, water and sanitary facilities, structures and their contents. (Refer to FEMA Technical Bulletins TB1-93, TB8-93 and TB7-93 for guidelines on dry and wet flood proofing).

"Flood-related erosion" means the collapse or subsidence of land along a stream or wash, the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding.

"Flood-related erosion prone area" means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind driven currents, is likely to suffer flood-related erosion damage.

"Flood-related erosion area management" means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works, and floodplain management regulations.

"Floodway" means the channel of the river or other watercourse and the adjacent land area that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation. Also referred to as a "regulatory floodway."

"Floodway encroachment lines" means the lines marking the limits of floodways on federal, state and local floodplain maps.

"Floodway fringe" means the area of the floodplain on either side of the regulatory floodway where encroachment may be permitted.

"Flood insurance risk zone designations" means the zone designations indicate the magnitude of the flood hazard in specific areas of a community.

Zone A	Special flood hazard areas inundated by the one hundred year flood; base flood elevations are not determined.
Zone A1-30 and Zone AE	Special flood hazard areas inundated by the one hundred year base flood elevations are determined.
Zone AO	Special flood hazard areas inundated by the one hundred year flood; flood depths of one to three feet (usually sheet flow on sloping terrain) average depths are determined.

	For areas of alluvial fan flooding, velocities are determined.
Zone AH	Special flood hazard areas inundated by the one hundred year flood; flood depths of one to three feet (usually areas of ponding); base flood elevations are determined.
Zone AR	Special flood hazard areas that result from the decertification of a previously accredited flood protection system that is in the process of being restored to provide a one hundred year or greater level of flood protection.
Zones AR/A1-30, AR/AE, AR/AH	Special flood hazard areas that result from the decertification of a previously accredited flood protection system that is in the process of being restored to provide a one hundred year or greater level of flood protection. After restoration is complete, these areas will still experience residual flooding from other flooding sources.
Zone A99	Special flood hazard areas inundated by the one hundred year flood to be protected from the one hundred year flood by a federal flood protection system under construction; no base flood elevations are determined.
Zone V	Special flood hazard areas inundated by the one hundred year flood; coastal floods with velocity hazards (wave action); no base flood elevations are determined.
Zones V1-30 And Zone VE	Special flood hazard areas inundated by the one hundred year flood; coastal floods with velocity hazards (wave action); base flood elevations are determined.
Zone B and Zone X (shaded)	Areas of one hundred year flood; areas subject to the one hundred year flood with average depths of less than one foot or with contributing drainage areas less than one square mile; and areas protected by levees from the base flood.
Zone C and Zone X (unshaded)	Areas determined to be outside the one hundred year floodplain.
Zone D	Areas in which flood hazards are undetermined.
Zone E	Area of special flood-related erosion hazards.
Zone M	Area of special mudslide or mudslide or mudflow hazards.

"Footing" means the enlarged base of a foundation wall, pier, or column; designed to spread the load of the structure so that it does not exceed the soil bearing capacity.

"Foundation" means the underlying structure of a building usually constructed of concrete that supports the foundation walls, piers or columns.

"Foundation walls" means a support structure that connects the foundation to the main portion of the building or superstructure.

"Fraud or victimization" means related to variance provisions of this chapter, the variance granted must not cause fraud on or victimization to the public. In examining this requirement, the authority evaluating the request for a variance must consider the fact that every newly constructed building adds to government responsibilities, and remains a part of the community for fifty to one hundred years. Buildings permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger and suffering that those increased flood damages bring. Additionally, future owners may be unaware of the risk potential to the property due to flood damage and the extremely high rates for flood insurance.

"Freeboard" means a margin of safety usually expressed in feet above a flood level for purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

"Functionally dependent use" means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only marina facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and boat building and boat repair facilities, but does not include long-term storage or related manufacturing facilities.

"Governing body" means the Storey County board of county commissioners.

"Hardship" means a requirement related to variance of this chapter. The exceptional hardship would result from a failure to grant the requested variance. The Storey County commission requires the variance be exceptional, unusual, and pertain only to the property involved. Mere economic or financial considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

"Highest adjacent grade" means the highest natural elevation of ground surface prior to construction next to the proposed walls of a structure.

"Historic structure" means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.

"Hydraulics" means the science that deals with practical applications of water in motion.

"Hydrodynamic loads" means forces imposed on structures by floodwaters due to the impact of moving water on the upstream side of the structure, drag along its sides, and eddies or negative pressures on its downstream side.

"Hydrograph" means a graph that charts water movement as a function of time. It shows flood stages, depicted in feet above mean sea level or gage height, plotted against stated time intervals.

"Hydrology" means the science of the behavior of water in the atmosphere, on the earth's surface and underground.

"Hydrostatic loads" means forces imposed on a flooded structure due to the weight of the water.

"Letter of map amendment (LOMA)" means the procedure by which any owner or lessee of property who believes his property has been inadvertently included in a special flood hazard area can submit scientific and technical information to the Federal Insurance Administrator for review to remove the property from said area. The administrator will not consider a LOMA if the information submitted is based on alternation of topography or new hydrologic or hydraulic conditions since the effective date of the FIRM.

"Letter of map revision (LOMR)" means an official revision to a currently effective FIRM. A LOMR officially changes flood zone, floodplain and floodway designations, flood elevations and planimetric features.

"Letters of map revision (based on fill) (LOMR-F)" means a letter from FEMA stating that an existing structure or parcel of land that has been elevated by fill would not be inundated by the base flood.

"Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

"Levee system" means a flood protection system, which consists of a levee or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

"Lowest floor" means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that the enclosure does not violate applicable non-elevation design requirements.

"Lowest floor elevation (LFE)" means the measured distance of a building's lowest floor above the National Geodetic Vertical Datum (NGVD) or other datum specified on the FIRM for that location.

"Manufactured home (mobile home)" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include "recreational vehicles." For flood plan management purposes, "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than one hundred eighty consecutive days. For insurance purposes, "manufactured home" does not include park trailers, travel trailers and other similar vehicles.

"Manufactured home park or subdivision" means a parcel or contiguous parcels of land divided into two or more manufactured home lots for rent or sale.

"Market value" means for the purposes of determining substantial improvement, market value pertains only to the structure in question. It does not pertain to the land, landscaping or detached accessory structures on the property. For determining improvement, the value of the land must always be subtracted.

Acceptable estimates of market value can be obtained from the following sources:

1. Independent appraisals by a professional appraiser.
2. Detailed estimates of the structure's actual cash value (used as a substitute for market value based on the preference of the community).
3. 3.Property appraisals used for tax assessment purposes (adjusted assessed value: used as a screening tool).
4. 4.The value of buildings taken from NFIP claims data (used as a screening tool).
5. 5."Qualified estimate" based on sound professional judgment made by staff of the local building department or local or state tax assessor's office.

As indicated above, some market value estimates should only be used as screening tools to identify those structures where the substantial improvement ratios are obviously less than or greater than fifty percent (e.g., less than forty percent or greater than sixty percent). For structures that fall between the forty percent and sixty percent range, more precise market value estimates should be used.

"Mean sea level" means for the purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

Mobile home. See "manufactured home."

"Modular building" means a building that is usually transported to its site on a steel frame or special trailer because it does not have a permanent chassis like a manufactured (mobile) home. A modular building is classified and rated under one of the other building types.

"Mudslide (mudflow) area management" means the operation of an overall program of corrective and preventive measures for reducing mudslide (mudflow) damage including, but not limited to emergency preparedness plans, mudslide control works and floodplain management regulations.

"Mudslide (mudflow)" means a condition where there is a river, flow or inundation of liquid mud down a hillside usually as a result of a dual condition of loss of brush cover, and the subsequent accumulation of water on the ground preceded by a period of unusually heavy or sustained rain. A mudslide may occur as a distinct phenomenon while a landslide is in progress, and will be recognized as such by the Federal Insurance Administrator only if the mudflow, and not the landslide, is the proximate cause of damage that occurs.

"Mudslide prone area" means an area with land surfaces and slopes of unconsolidated material where the history, geology, and climate indicate a potential for mudflows.

"National Geodetic Vertical Datum (NGVD)" means as corrected in 1929, is a vertical control used as a reference for establishing varying elevations within the floodplain.

"Natural grade" means the grade unaffected by construction techniques such as fill, landscaping, or berming.

"New construction" means structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, including any subsequent improvements.

"New manufactured home (mobile home) subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed including at a minimum, the installation of utilities, the

construction of streets, and either final site grading or the pouring of concrete pads us completed on or after the effective date of the floodplain management regulations adopted by Storey County.

"Non-residential" means and includes, but is not limited to: small business concerns, churches, schools, farm buildings (including grain bins and silos), pool houses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, and hotels or motels with normal room rentals for less than six months duration.

"Obstruction" means and includes, but is not limited to, any dam, wall, whaft, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock gravel refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may later, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, has the propensity to snare or collect debris carried by the flow of water, or the likelihood of being carried downstream.

"One hundred year flood." See "base flood."

"Other residential" means hotels or motels where the normal occupancy of a guest is 6 months or more; a tourist home or rooming house that has more than 4 roomers. A residential building (excluding hotels and motels with normal room rentals for less than 6 months duration and containing more than four dwelling units) is permitted incidental office, professional private school, or studio occupancy, provided that the total area of such occupancy is limited to less than 25 percent of the total floor area within the building.

"Physical map revisions (PMR)" means a reprinted NFIP map incorporating changes to floodplains, floodways, or flood elevations. Because of the time and cost involved to change, reprint, and redistribute an NFIP map, a PMR is usually processed when a revision reflects large scope changes.

"Ponding hazard" means a flood hazard that occurs in flat areas when there are depressions in the ground that collect "ponds" of water. The ponding hazard is represented by the zone designation AH on the FIRM.

"Post-FIRM construction" means construction or substantial improvement that started on or after the effective date of the initial flood insurance rate map (FIRM) of the community or after December 31, 1974, whichever is later.

"Principal residence" means a single family dwelling in which at the time of loss, the named insured or the named insured's spouse has lived for either (1) 80 percent of the calendar year, or (2) 80 percent of the period of ownership, if less than one year.

"Principal structure" means a structure used for the principal use of the property as distinguished from an accessory use.

"Proper openings enclosures (applicable to zones A, A1-30, AE, AO, AH, AR, and AR dual zones)" means all enclosures below the lowest floor must be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. A minimum of two openings, with positioning on at least two walls, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding must be provided. The bottom of all openings must be no higher than one foot above grade.

"Public safety nuisance" means a requirement related to variance provisions of this chapter. The granting of a variance must not result in anything that is injurious to safety or health of the entire community or neighborhood, or any number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

"Recreational vehicle" means a vehicle built on a single chassis, four hundred square feet or less when measured at the largest horizontal projection, designed to be self-propelled or permanently towable by a light-duty track, and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Residential cost" means the cost to replace property with the same kind of material and construction without deduction for depreciation.

"Residential condominium building" means a building owned by the members of a condominium association containing one or more residential units and in which at least seventy-five percent of the floor area within the building is residential.

"Residential condominium building association policy (RCBAP)" means a policy designed to insure, under one master policy, the entire residential condominium building, including all units within the building. It is available only to residential condominium associations.

"Riverine" means relating to, formed by, or resembling a river including tributaries, stream, brook, etc.

"Special flood hazard area" means darkly shaded area on a flood hazard boundary map (FHBM) or a flood insurance rate map (FIRM) that identifies an area that has a one percent chance of being flooded in any given year (one hundred year floodplain). Over a thirty year period, the life of most mortgages, there is at least a twenty-six percent chance that this area will be flooded. The FIRM identifies these shaded areas as FIRM zones A, AO, AH, A1-30, AE, A99, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V, V1-30 and VE.

"Start of construction" means and includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty days from the date of the permit. The actual start means either

the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" means a walled and roofed building that is principally above ground and includes gas or liquid storage tanks and manufactured homes.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed fifty percent of the market value of the structure before the damage occurred.

"Substantial improvement" means any reconstruction, rehabilitation, addition, or other proposed new development of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures, which have incurred "substantial damage" regardless of the actual repair work performed. The term does not, however, include either;

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specification which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or
2. Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure."

"Variance" means a grant of relief from the requirements of this chapter, which permits construction in a manner that would otherwise be prohibited by this chapter.

"Violation" means the failure of a structure or other development to be fully compliant with this chapter. A structure or other development in a special flood hazard area, without an elevation certificate, other certifications, or other evidence of compliance required in this chapter, is presumed to be in violation until such time as that documentation is provided.

"Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, or (other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

"Watercourse" means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

"Zone" means a geographical area shown on a flood hazard boundary map or a flood insurance rate map that reflects the severity or type of flooding in the area.

(Ord. 184 (part), 2003)

(Ord. No. 13-248, § I, 6-18-2013)

15.20.050 - Methods of reducing flood losses.

To accomplish its purposes, this chapter includes methods and provisions to:

- A. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;
- B. Require that land uses vulnerable to floods, including facilities, which serve such uses, be protected against flood damage at the time of initial construction;
- C. Control the alteration of natural floodplains, alluvial fans, stream channels, and natural protective barriers, which help accommodate or channel floodwaters;
- D. Control filling, grading, dredging, and other development which may increase flood damage; and
- E. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.

(Ord. 184 (part), 2003)

15.20.060 - Lands to which this chapter applies.

This chapter shall apply to all areas of special flood hazards within the jurisdiction of Storey County.

(Ord. 184 (part), 2003)

15.20.070 - Basis for establishing areas of special flood hazard.

The areas of special flood hazard identified by the Federal Insurance Administration (FIA) in a scientific and engineering report entitled "The Flood Insurance Study for Storey County" dated February 19, 1987 and July 19, 1993 with accompanying flood insurance rate maps (FIRM) and all subsequent revisions, are hereby adopted by reference and declared to be a part of the chapter. The FIS and attendant mapping is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of the ordinance codified in this chapter and which are recommended to the Storey County commission by the floodplain administrator. The FIS, FIRMs and FBFMs are on file at the Storey County building department at 100 Toll Road, Gold Hill Divide.

(Ord. 184 (part), 2003)

15.20.080 - Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where the ordinance codified in this chapter and other ordinances, easements, covenants, or deed restrictions conflict or overlap, whichever imposed the more stringent restrictions or that imposing the higher standards, shall prevail.

(Ord. 184 (part), 2003)

15.20.090 - Interpretation of provisions.

In the interpretation and application of this chapter, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and
- C. Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. 184 (part), 2003)

15.20.100 - Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the Storey County commission, any officer or employee thereof, the state of Nevada, the Federal Insurance Administration or the Federal Emergency Management Agency, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

(Ord. 184 (part), 2003)

15.20.104 - Declaration of public nuisance.

Every new structure, building, fill, excavation or development located or maintained within any area of special flood hazard after date of first FIRM in violation of this ordinance is a public nuisance per se and may be abated, prevented or restrained by action of this political subdivision.

(Ord. No. 13-248, § I, 6-18-2013)

15.20.106 - Abatement of violations.

Within thirty days of discovery of a violation of this chapter, the floodplain administrator must submit a report to the governing body, which includes all information available to the

floodplain administrator that is pertinent to the violation. Within thirty days of receipt of this report, the governing body may either:

- A. Take any necessary action to effect the abatement of the violation;
- B. Issue a variance to this ordinance in accordance with the provisions of this chapter;
- C. Refer the matter to the district attorney's office; or
- D. Order the owner of the property where the violation exists to provide whatever additional information may be required for their determination. The information must be provided to the floodplain administrator within thirty days of the order, and he must submit an amended report to the floodplain board within twenty days. At their next regularly scheduled public meeting, the governing body may take any action allowed in this section.
- E. Submit to the administrator of Federal Insurance Administration a declaration for denial of insurance, stating that the property is in violation of a cited statute or local law, regulation or ordinance, pursuant to Section 1316 of the National Flood Insurance Act of 1968 as amended.

(Ord. No. 13-248, § I, 6-18-2013)

15.20.108 - Unlawful acts.

- A. It is unlawful for any person to divert, retard or obstruct the flow of waters in any watercourse whenever it creates a hazard to life or property without securing the written authorization of the Storey County building official. Where the watercourse is a delineated floodplain, it is unlawful to excavate or build any structure affecting the flow of waters without securing written authorization of the floodplain administrator.
- B. Any person violating the provisions of this section is guilty of a misdemeanor.

(Ord. No. 13-248, § I, 6-18-2013)

15.20.110 - Violation-Penalty.

A person may not construct, locate, extend, convert, or alter a structure without full compliance with the terms of this chapter and other applicable regulations. Any person violating the provisions of this chapter is guilty of a misdemeanor.

(Ord. 184 (part), 2003)

(Ord. No. 13-248, § I, 6-18-2013)

ARTICLE II. - ADMINISTRATION

15.20.120 - Development permit-Required.

A floodplain development permit is required for all construction and other development to be undertaken in areas of special flood hazard in Storey County for the purpose of protecting its citizens from increased flood hazards and ensuring new development is constructed in a manner that minimizes its exposure to flooding. It is unlawful to undertake any development in

an area of special flood hazard, as shown on the flood insurance rate map enumerated in Section 15.20.070, without a valid floodplain development permit. Applications for a permit must be made on forms furnished by the local floodplain administrator and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevation of the area in question, existing or proposed structures, fill, storage of materials, and drainage facilities.

(Ord. 184 (part), 2003)

(Ord. No. 13-248, § I, 6-18-2013)

15.20.130 - Development permit-Application.

The applicant must provide at least the following information, where applicable. Additional information may be required on the permit application forms.

- A. The proposed elevation in relation to mean sea level, of the lowest floor (including basement) of all residential and non-residential structures whether new or substantially improved to be located in zones A, A1-A30, AE, and AH, if base flood elevation data are available.
- B. In zone AO the proposed elevation in relation to mean sea level, of the lowest floor (including basement) and the elevation of the highest adjacent grade of all residential and non-residential structures whether new or substantially improved.
- C. The proposed elevation in relation to mean sea level, to which any new or substantially improved non-residential structure will be flood proofed.
- D. A certificate from a licensed professional engineer or architect in the state of Nevada that any utility flood proofing meets the criteria in Section 15.20.220, Utilities.
- E. A certificate from a licensed professional engineer or architect in the state of Nevada that any non-residential flood proofed structures meet the criteria in Section 15.20.260, Non-residential construction.
- F. When a watercourse will be altered or relocated as a result of the proposed development, the applicant must submit the maps, computations, and other materials, required by the FEMA to process a letter of map revision (LOMR) and pay any fees or other costs assessed by FEMA for processing the revision.
- G. A technical analysis, by a professional engineer licensed in the state of Nevada, showing the proposed development located in the special flood hazard area will not cause physical damage to any other property.
- H. When there is no base flood elevation data available for zone A from any source, the base flood elevation data will be provided by the permit applicant for all proposed development of subdivisions, manufactured home and recreational vehicle parks in the special flood hazard areas, for all developments of at least fifty lots or five acres, whichever is less.

(Ord. 184 (part), 2003)

(Ord. No. 13-248, § I, 6-18-2013)

15.20.140 - Building official-Designation.

The building official is hereby appointed local floodplain administrator to administer and implement this local ordinance by granting or denying floodplain development permits in accordance with its provisions.

(Ord. 184 (part), 2003)

15.20.150 - Building official-Duties.

Duties and responsibilities of the building official include, but are not be limited to:

A. Permit Application Review.

1. Review all applications for completeness, particularly with the requirements of Section 15.20.130, Development permit-Application, and for compliance with the provisions and standards of this chapter.
2. Review all subdivision and other proposed new development, including manufactured home and recreational vehicle parks to determine whether the proposed development site will be reasonably safe from flooding. When the proposed building site is located in the special flood hazard area, all new construction and substantial improvements must meet the applicable standards of Section 15.20.190, General standards.
3. Determine whether any proposed development in the special flood hazard area may result in physical damage to any other property to include stream bank erosion and any increase in velocities or that it does not adversely affect the carrying capacity of the areas where base flood elevations have been determined but a floodway has not been designated. For purposes of the chapter, "adversely affects" means the cumulative effect of the proposed development when combined with all other existing and anticipated development will increase the water surface elevation of the base flood more than one-half foot at any point. To assist the local floodplain administrator in making this determination, the permit applicant may be required to submit additional technical analysis.
4. Ensure all other required state and federal permits have been received.

B. Use of other base flood data.

1. When FEMA has designated special flood hazard areas on the community's flood insurance rate maps but has not produced water surface elevation data identified as a floodway, the local floodplain administrator must attempt to obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, including data developed pursuant to subsection 15.20.150(H), as criteria for requiring new construction, substantial

improvements or other proposed development to meets the requirements of this chapter.

2. When base flood elevations are not available, the local floodplain administrator may use flood information from any other authoritative source, such as historical data, to establish flood elevations within the special flood hazard areas. Any new flood elevations established by the flood plain administrator must be submitted to the board for approval. This information must be sent to FEMA.

C.Alteration of watercourses. Prior to issuing a permit for any alteration or relocation of watercourse the local floodplain administrator must:

1. Have processed and received back from FEMA a letter of map revisions (LOMR).
2. Notify all adjacent communities, Nevada's National Flood Insurance Program (NFIP) Coordinator, and submit evidence of the notification to the Federal Insurance Administration, and the Federal Emergency Management Agency.
3. Require that maintenance be provided within the altered or relocated portion of the watercourse so that the flood-carrying capacity is not diminished.

D. Inspections. The local floodplain administrator or designee must make periodic inspections throughout the period of construction to monitor compliance with the requirements of the floodplain development permit or any variance provisions.

E. Stop work orders. The local floodplain administrator must issue, or cause to be issued, a stop work order for any floodplain development found non-compliant with the provisions of this chapter or the conditions of the development permit, and all development found ongoing without a floodplain development permit. Disregard of a stop work order will subject the violator to the penalties described in Section 15.20.110.F.Retaining floodplain development documentation. The local floodplain administrator must obtain and retain for public inspection and have available for the National Flood Insurance Program coordinator or the FEMA representative conducting a community assistance visit, the following:

1. Floodplain development permits and certificates of compliance.
2. Certification required by subsection 15.20.250(C).
3. Certification required by Section 15.20.260, Flood-proofing nonresidential construction.
4. Certification of elevation required by Section 15.20.230, Subdivisions.
5. Certification required by Section 15.20.280, Floodways.
6. Reports required by Section 15.20.350, Mudslide (i.e. mudflow) prone areas.
7. Variances issued pursuant to Section 15.20.175, Nature of variances.
- 8 .Notices required under subsection 15.20.150(C), Alteration of watercourses.

- G. Map determinations. The local floodplain administrator may make map interpretations where needed, in writing with appropriate documentation, as to the exact location of the boundaries of the areas of special flood hazard and where there appears to be a conflict between a mapped boundary and actual field conditions.
- H. Submission of new technical data to FEMA. When Storey County base flood elevations either increase or decrease resulting from physical changes affecting flooding conditions, as soon as practicable, but not later than six months after the date the information becomes available, Storey County will submit the technical or scientific data to FEMA. These submissions are necessary so that upon confirmation of the physical changes affecting flooding conditions, risk premium rates and flood plain management requirements will be based upon current data.

(Ord. 184 (part), 2003)

(Ord. No. 13-248, § I, 6-18-2013)

15.20.160 - Building official-Additional duties.

The building official has the following additional duties:

- A. Assist the administrator, at his request, in his delineation of the limits of the area having special flood, mudslide, or flood-related erosion areas;
- B. Provide information the administrator may request concerning present uses and occupancy of the floodplain, mudslide, or flood-related erosion areas;
- C. Cooperate with federal, state and local agencies and private firms which undertake to study, survey, map and identify floodplain mudslide, or flood-related erosion areas, and cooperate with neighboring communities with respect to management of adjoining floodplain, mudslide, or flood-related erosion areas in order to prevent aggravation of existing hazards;
- D. Submit on the anniversary date of the community's initial eligibility an annual report to the administrator on the progress made during the past year within the community in the development and implementation of floodplain management measures;
- E. Upon occurrence, notify the administrator in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that all flood hazard boundary maps and flood insurance rate maps accurately represent the community's boundaries, include within the notification a copy of the map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.
- F. The building official must maintain for public inspection and furnish upon request, for the determination of applicable flood insurance risk premium rates within all

areas having special flood hazards identified on a flood hazard boundary map or flood insurance rate map, any certificates of flood proofing, and information on the elevation (in relation to mean sea level) of the level of the lowest habitable floor (including basement if habitable) of all new or substantially improved structures, and include whether or not such structures contain a basement, and if the structure has been flood proofed, the elevation (in relation to mean sea level) to which the structure was flood proofed.

(Ord. 184 (part), 2003)

(Ord. No. 13-248, § I, 6-18-2013)

15.20.170 - Appeal board.

The flood hazard area appeal board is established by Storey County to hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter. The board of county commissioners is the flood hazard area appeal board.

- A. When reviewing requests for variances, the flood hazard appeal board must consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and;
 - 1. The danger of materials being swept onto other lands and injuring others;
 - 2. The danger to life and property due to the flooding or erosion damage;
 - 3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the existing individual owner and future owners of the property;
 - 4. The importance of the services provided by the proposed facility to the community;
 - 5. The necessity to the facility of a waterfront location, where applicable;
 - 6. The availability of alternative locations for the proposed use, which are not subject to flooding or erosion damage;
 - 7. The compatibility of the proposed use with existing and anticipated development;
 - 8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - 9. The safety of access to the property in time of flood for ordinary and emergency vehicles;
 - 10. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters expected at the site;
 - 11. The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.
- B. Any applicant granted a variance must be given written notice signed by the floodplain administrator that:

1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars for one hundred dollars of insurance coverage.
 2. Construction below the base flood level increases risks to life and property. A copy of the notice must be recorded by the floodplain administrator in the office of the Storey County recorder in a manner so that it appears as an exception on the title of the affected parcel of land.
- C. The floodplain administrator must maintain a record of all variance actions, including justification for their issuance, and report each variances issued in its biennial report submitted to the Federal Insurance Administration, Federal Emergency Management Agency.

(Ord. 184 (part), 2003)

(Ord. No. 13-248, § I, 6-18-2013)

15.20.175 - Nature of variances.

These variance criteria are based on the general principal of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this chapter would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristics must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the board of county commissioners to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below flood level is so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. The variance guidelines provided in this chapter are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

(Ord. No. 13-248, § I, 6-18-2013)

15.20.180 - Variance—Conditions.

- A. Generally, variances may be issued for new construction, substantial improvements, and other proposed new development to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the procedures of this chapter have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

- B. Variances may be issued for the repair or rehabilitation of "historic structures" (as defined in Section 15.20.040) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- C. Variances may not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.
- D. Variances may only be issued upon a determination that the variance is the "minimum necessary" considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a minimum of deviation from the requirements of this chapter. For example, in the case of variances to an elevation requirement, this means the board need not grant permission for the applicant to build at grade, or even to whatever elevation the applicant proposed, but only to that elevation which the board believes will both provide relief and preserve the integrity of the local ordinance.
- E. Variances may only be issued upon:
 - 1. A showing of good and sufficient cause;
 - 2. A determination that failure to grant the variance would result in exceptional "hardship" (as defined in Section 15.20.040) to the applicant; and
 - 3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create a nuisance (as defined in Section 15.20.040, Public safety nuisance), cause fraud or victimization (as defined in Section 15.20.040) of the public, or conflict with existing local laws or ordinances.
- F. Variances may be issued for new construction, substantial improvement, and other proposed new development necessary for the conduct of a functionally dependent use provided that the provisions of this chapter are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.
- G. Upon consideration of all the factors of Section 15.20.380 and the purposes of this chapter, the board may attach conditions to the granting of, variances it deems necessary to further the purposes of this chapter.

(Ord. 184 (part), 2003)

(Ord. No. 15-267, § V, 3-15-2016; Ord. No. 13-248, § I, 6-18-2013)

ARTICLE III. - FLOOD HAZARD REDUCTION

15.20.190 - General standards.

In all areas of special flood hazard areas the following standards are required.

(Ord. 184 (part), 2003)

15.20.200 - Anchoring.

A. All new construction and substantial improvements shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

B. All manufactured homes shall meet the anchoring standards of Section 15.20.270.

(Ord. 184 (part), 2003)

15.20.210 - Construction materials and methods.

All new construction and substantial improvements shall be constructed:

A. With materials and utility equipment resistant to flood damage;

B. Using methods and practices that minimize flood damage;

C. Ensure electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities are designed or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

D. Within zones AH or AO, so that there are adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.

(Ord. 184 (part), 2003)

15.20.220 - Utilities.

A. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.

B. All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters or discharge from the systems into floodwaters. Sanitary sewer and storm drainage systems for buildings that have openings below the base flood elevation shall be provided with automatic backflow valves or other automatic backflow devices that are installed in each discharge line passing through a building's exterior wall.

C. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

(Ord. 184 (part), 2003)

15.20.230 - Subdivisions.

A. All preliminary subdivision proposals must identify the flood hazard area and the elevation of the base flood.

B. All subdivision plans must provide the elevation of proposed structures and pads. If the site is filled above the base flood, the final lowest floor and pad elevation must be certified by a registered professional engineer or surveyor and provided to the floodplain administrator.

C. All subdivision proposals must be consistent with the need to minimize flood damage.

- D. All subdivision proposals must have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
- E. All subdivisions must provide adequate drainage to reduce exposure to flood hazards.
- F. Additionally all subdivision proposals must demonstrate, by providing a detailed hydrologic and hydraulic analysis, that the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(Ord. 184 (part), 2003)

(Ord. No. 13-248, § I, 6-18-2013)

ARTICLE IV. - SPECIFIC STANDARDS

15.20.240 - Specific standards.

In all areas of special flood hazards where base flood elevation data has been provided as set forth in Section 15.20.070 or subsection 15.20.150(B), the provisions set out in this article are required to be met.

(Ord. 184 (part), 2003)

(Ord. No. 13-248, § I, 6-18-2013)

15.20.250 - Residential construction.

Residential construction, new or substantial improvements, must have the lowest floor, including basement:

- A. In zone AO, elevated above the highest adjacent grade to a height equal to or exceeding the depth number specified in feet on the FIRM, or elevated at least two feet above the highest adjacent grade if no depth number is specified.
- B. B.In zone A, elevated to or above the base flood elevation, as determined by the community.
- C. C.In all other zones, elevated to or above the base flood elevation. Upon completion of the structure, the elevation of the lowest floor including basement must be certified by a registered professional engineer or surveyor and verified by the community-building inspector to be properly elevated. The certification must be provided to the floodplain administrator using the current FEMA Elevation Certificate.
- D. D.When constructing a crawlspace in a building within special flood zone areas, it must meet the National Flood Insurance Program's minimum requirements defined in FEMA Technical Bulletin 11-01.

- E. Fully enclosed areas below the lowest floor, which are subject to flooding are prohibited or must be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a licensed professional engineer or architect to meet or exceed the following minimum criteria:
1. Must have a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 2. The bottom of all such openings will be no higher than one foot above the lowest adjacent finished grade.

Openings may be equipped with louvers, valves, screens or other coverings or devices provided they permit the automatic entry and exit of floodwaters.

(Ord. 184 (part), 2003)

(Ord. No. 13-248, § I, 6-18-2013)

15.20.260 - Nonresidential construction.

Nonresidential construction must either be elevated to conform with Section 15.20.250 or together with attendant utility and sanitary facilities must:

- A. Be flood proofed below the elevation recommended under Section 15.20.250 so that the structure is watertight with walls substantially impermeable to the passage of water;
- B. Have the structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
- C. Be certified by a registered professional engineer or architect that the standards of Section 15.20.250 are satisfied. The certification must be provided to the floodplain administrator.

(Ord. 184 (part), 2003)

(Ord. No. 13-248, § I, 6-18-2013)

15.20.270 - Manufactured homes.

- A. All manufactured homes that are placed or that are substantially improved, within zones A, AH, AE, and on the community's flood insurance rate map, on sites located:
 1. Outside of a manufactured home park or subdivision;
 2. In a new manufactured home park or subdivision;
 3. In an expansion to an existing manufactured home park or subdivision; or
 4. In an existing manufactured home park or subdivision on a site upon which a manufactured home has incurred "substantial damage" as a result of a flood:

Must be elevated on a permanent foundation so that the bottom of the structural frame or the lowest point of the manufactured home will be elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

- B. All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within zones A, AH, and AE on the community's flood insurance rate map that are not subject to the provisions of will be elevated so that either:
 - 1. The bottom of structural frame or the lowest point of the manufactured home is at or above the base flood elevation; or
 - 2. The manufactured home chassis is supported by reinforced piers or other foundation elements, of at least equivalent strength, that are no less than thirty-six inches in height above grade and securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- C. Within zone A, when no base flood elevation data is available, new and substantially improved manufactured homes must have the floor elevated at least three feet above the highest adjacent grade.
- D. Within zone AO, the floor for all new and substantially improved manufactured homes must be elevated above the highest adjacent grade at least as high as the depth number specified on the flood insurance rate map, or at least two feet if no depth number is specified. Upon completion of the structure, a registered professional must certify the elevation of the lowest floor, including basement.

(Ord. 184 (part), 2003)

(Ord. No. 13-248, § i, 6-18-2013)

15.20.280 - Floodways.

Designated floodways are located within the special flood hazard areas established in Section 15.20.070. Since the floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. Encroachments are prohibited, including fill, new construction, substantial improvements, storage of equipment or supplies, and any other development within the adopted regulatory floodway; unless it has been demonstrated through hydrologic and hydraulic analysis, performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge and FEMA has issued a conditional letter of map revision (CLOMR).

- B. If subsection A has been satisfied; all proposed new development and substantial improvements must comply with all other applicable flood hazard reduction provisions of this article.

(Ord. 184 (part), 2003)

(Ord. No. 13-248, § I, 6-18-2013)

15.20.290—15.20.320 - Reserved.

Editor's note— Ord. No. 13-248, § I, adopted June 18, 2013, repealed §§ 15.20.290—15.20.320, which pertained to declaration of public nuisance; abatement of violations; unlawful acts; severability and derived from Ord. 184(part), 2003; Ord. No. 15-267, § V, 3-15-2016.

15.20.330 - Standards for critical structures.

Critical structures are not authorized in a Special Flood Hazard Area, unless:

- A. All alternative locations in flood zone X have been considered and rejected.
- B. All alternative locations in flood zone shaded X have been considered and rejected. If the floodplain manager determines the only practical alternative location for the development of a new or substantially improved critical structure is in a special flood hazard area he must:
- C. Give public notice of the decision and reasons for the elimination of all alternative locations.

(Ord. 184 (part), 2003)

15.20.340 - Standards for recreational vehicles.

All recreational vehicles placed on sites within the floodplain on the community's flood insurance rate map will either:

- A. Be on the site for fewer than one hundred eighty consecutive days;
- B. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
- C. Will meet the permit requirements of Section 15.20.130 Development permit-Application and the elevation and anchoring requirements for manufactured homes in Section 15.20.270 Manufactured homes.

(Ord. 184 (part), 2003)

(Ord. No. 13-248, § I, 6-18-2013)

15.20.350 - Mudslide (i.e. mudflow) prone areas.

- A. All permit applications must be reviewed by the floodplain administrator to determine if the proposed development will be located within a mudslide area.

- B. The flood plain administrator will determine if the proposed site and improvements will be reasonably safe from mudslide hazards. Factors to be considered in making this determination include but are not limited to the following:
 - 1. Type and quality of soils.
 - 2. Evidence of ground water or surface water problems.
 - 3. Depth and quality of any fill.
 - 4. The overall slope of the site.
 - 5. The weight that any proposed structure will impose on the slope.
- C. When a proposed development is located in an area that may have mudslide hazards, the following will be the minimum requirements to be met by the applicant:
 - 1. A report of a site investigation and further review made by persons qualified in geology and soils engineering.
 - 2. The proposed grading, excavations, new construction, and substantial improvements are adequately designated and protected against mudslide damages.
 - 3. The proposed grading, excavations, new construction and substantial improvements do not aggravate the existing hazard by creating either on-site or off-site disturbances.
 - 4. Drainage, planting, watering, and maintenance does not endanger slope stability.
- D. When a proposed development is determined to be within a mudslide hazard area, the following requirements will apply, including but not be limited to:
 - 1. Require the proposed development to meet county grading standards.
 - 2. Regulate the location of foundation systems and utility systems of new construction and substantial improvements.
 - 3. Regulate the location, drainage and maintenance of all excavations, cuts and fills and planted slopes.
 - 4. Provide special requirements for protective measures including but not necessarily limited to retaining walls, buttress fills, subdrains, diverted terraces and benching.
 - 5. Require engineering drawings and specifications to be submitted for all corrective measures, accompanied by supporting soils engineering and geology reports.

(Ord. 184 (part), 2003)

(Ord. No. 13-248, § I, 6-18-2013)

15.20.360 - Flood-related erosion-prone areas.

- A. The floodplain administrator must review all permit applications to determine if the proposed development will be located within a special flood-related erosion hazard zone.

- B. The flood plain administrator must determine if the proposed site alterations and improvements will be reasonably safe from flood-related erosion and will not cause flood-related erosion hazards or otherwise aggravate the existing flood-related erosion hazard.
- C. When the proposed development is found to be in the path of flood-related erosion or to increase the erosion hazard, the improvement must be relocated or adequate protective measures to be taken which will not aggravate the existing erosion hazard.
- D. When flood plain administrator determines the proposed development is in a special flood-related erosion hazard, as delineated zone E on the community FIRM, the administrator must require:
 - 1. A setback for all new development from the lake, bay, riverfront or other body of water, to create a safety buffer consisting of a natural vegetative or contour strip. This buffer will be designated according to the flood-related erosion hazard and erosion rate, in conjunction with the anticipated "useful life" of structures, and depending upon the geologic, hydrologic, topographic and climatic characteristics of the community's land. The buffer may be used for suitable open spaces purposes, such as for agricultural, forestry, outdoor recreation and wildlife habitat areas, and for other activities using temporary and portable structures only.

(Ord. 184 (part), 2003)

(Ord. No. 13-248, § I, 6-18-2013)

15.20.370 - Reserved.

Editor's note— Ord. No. 13-248, § I, adopted June 18, 2013, repealed § 15.20.370, which pertained to nature of variances and derived from Ord. 184(part), 2003.

15.20.380 - Letters of map revision/amendment.

National Flood Insurance Program regulations provide procedures to remove property from the one hundred year floodplain or from a special flood hazard area. Amendments and revisions to community flood insurance rate maps cannot adversely impact the floodplain or floodway delineation's of the level of the one hundred year flood.

There are several procedures used by the Federal Insurance Administrator to review information from the community, an owner, or a lessee of property where it is believed the property should not be included in a special flood hazard area.

Submissions to FEMA for revisions to effective Flood Insurance Studies (FISs) by individual and community requestors will require the signing of application and certification forms by the applicant. These forms will provide FEMA with assurance that all pertinent data relating to the revision is included in the submittal. They will also assure that: (a) the data and methodology are based on current conditions; (b) qualified professional have assembled data and performed

all necessary computations: and (c) all individuals and organizations impacted by proposed changes are aware of the changes and will have an opportunity to comment on them. FEMA procedures permit the following types of request:

A request for revision to the effective FIS information (FIRM, FBFM, and/or FIS report) is usually a request that FEMA replace the effective floodplain boundaries, flood profiles, floodway boundaries, etc., with those determined by the requestor. Before FEMA will replace the effective FIS information with the revised, the requestor must: (a) provide all of the data used in determining the revised floodplain boundaries, flood profiles, floodway boundaries, etc.; (b) provide all data necessary to demonstrate that the physical modifications to the floodplain have been adequately designed to withstand the impacts of the one percent annual chance flood event and will be adequately maintained; (c) demonstrate that the revised information (e.g., hydrologic and hydraulic analysis and the resulting floodplain and floodway boundaries) are consistent with the effective FIS information.

Requests for amendments or revisions to FEMA maps must be submitted to the county for review on forms acceptable to FEMA. The applicant for a map amendment or revision is required to prepare all the supporting information and appropriate FEMA forms. If the review of the application requires expertise beyond that of county personnel, the county may hire qualified persons, to be paid by the applicant, to review the application. Once the application is approved by the county as to form and content, and it meets the requirement of this Code, the county will send it to FEMA.

The scientific or technical information to be submitted with these requests may include, but is not limited to the following:

- A. An actual copy of the recorded plat map indicating the official recordation and proper citation, deed or plat book volume and page number, or an equivalent identification where annotation of the deed or plat book is not the practice.
- B. A topographical map showing:
 - 1. Ground elevation contours in relation to the NVGD (National Geodetic Vertical Datum).
 - 2. The total area of the property in question.
 - 3. The location of the structure or structures located on the property in question.
 - 4. The elevation of the lowest adjacent grade to a structure or structures.
 - 5. An indication of the curvilinear line, which represents the area subject to inundation by a base flood. The curvilinear line should be based upon information provided by an appropriate authoritative source, such as a federal agency, department of water resources, a county water control district, a county or city engineer, a Federal Emergency Management Agency Flood Insurance Study, or a determination by a registered professional engineer.
- C. A copy of the FBFM or FIRM indicating the location of the property in question.

- D. A certification by a registered professional engineer or licensed land surveyor that the lowest grade adjacent to the structure is above the base flood elevation.
- E. The completion of the appropriate forms in the Federal Emergency Management Agency's Packets, Amendments and Revisions to National Flood Insurance Program Maps (MT-1 FEMA FORM 81-87 Series and MT-2 FEMA form 81-89 Series).

(Ord. 184 (part), 2003)


(Ord. No. 13-248, § I, 6-18-2013)

15.20.390 - Crawlspace construction.

Crawlspaces that have enclosed areas or floors below the base flood elevation must include the following:

- A. The building must be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- B. The crawlspace in an enclosed area below the base flood elevation must have openings that equalize hydrostatic pressures by allowing for the automatic entry and exit of floodwaters. The bottom of each flood vent opening must be no more than one foot above the lowest adjacent exterior grade.
- C. Crawlspace construction is not permitted in V zones. Open pile or column foundations that withstand storm surge and wave forces are required in V zones.
- D. Portions of the building below the base flood elevation must be constructed with materials resistant to flood damage. This includes not only the foundation walls of the crawlspace used to elevate the building, but also any joists, insulation, or other materials that extend below the base flood elevation.
- E. Any building utility systems within the crawlspace must be elevated above base flood elevation or designed so that floodwaters cannot enter or accumulate within the system components during flood conditions. Ductwork, in particular, must either be placed above the base flood elevation or sealed from floodwaters.
- F. The interior grade of a crawlspace below the base flood elevation must not be more than two feet below the lowest adjacent exterior grade.
- G. The height of the below-grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall must not exceed four feet at any point.
- H. There must be an adequate drainage system that removes floodwaters from the interior area of the crawlspace within a reasonable time after a flood event.
- I. The velocity of floodwaters at the site should not exceed five feet per second for any crawlspace. For velocities in excess of five feet per second, other foundation types must be used.

(Ord. 184 (part), 2003)

	Board of Storey County Commissioners Agenda Action Report	
Meeting date: 7/2/2024 10:00 AM - BOCC Meeting	Estimate of Time Required: 0-5	
Agenda Item Type: Discussion/Possible Action		

- **Title:** For consideration and possible approval of business license second readings:
A. Tellworks Communication LLC – General / 75 Pittsburgh ~ Sparks, NV

- **Recommended motion:** Approval

- **Prepared by:** Ashley Mead

Department: Community Development

Contact Number: 775-847-0966

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

- **Supporting Materials:** See Attachments

- **Fiscal Impact:** None

- **Legal review required:** False

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Storey County Community Development



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

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

To: Jim Hindle, Clerk's office
Austin Osborne, County Manager

June 10, 2024
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **June 18, 2024**

COMMISSIONERS Consent Agenda:

SECOND READINGS:

A. Tellworks Communication LLC – General / 75 Pittsburgh ~ Sparks, NV

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office