



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING


07/01/2025 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.

Members of the public who wish to **watch the meeting remotely** may do so by accessing the Storey County Clerk's new YouTube channel. To access the Channel and the Live Stream:

1. Open your browser and go to www.youtube.com/@storeycountyclerk
2. Click on the Storey County seal  when it has the **LIVE** display, or click on the video picture for the meeting in the playlist under the county seal with the **LIVE** display on the graphic.

- Public comment may be made by in-person appearance only. -

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

DONALD 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 Health Board, 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 three minutes per individual.

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 9:15 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 Employees' Association Comstock Chapter, AFSCME Local 4041. This meeting will begin at 9:15 a.m. immediately before the general meeting of the Board of Storey County Commissioners.

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):** Public comment is welcomed at the beginning and end of each meeting. These comments should be limited to matters not already on today's calendar agenda. Public comment is again welcomed after each item on the agenda, & those comments should be limited to the agendized topic. Public comment is limited to 3 minutes per individual.

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

Consideration and possible approval of the agenda for the July 1, 2025, meeting.

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

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

- A. Artemill – Home Based / 21881 Clemens Rd. ~ Reno, NV
- B. Cannonball Underground LLC – Contractor / 9040 Stange Ave ~ Las Vegas, NV
- C. Eagle Fleet LLC – Out of County / 755 E. Greg St. Ste. 18 ~ Sparks, NV
- D. Metso USA Inc. – Out of County / 275 N. Corporate Dr. ~ Brookfield, WI
- E. NRCI Telecom – Contractor / 265 Applegate School Rd. ~ Applegate, CA
- F. Radcliffe Painting – Contractor / 4596 Spring Dr. ~ Reno, NV
- G. Savage Grill – General / 65 N C St. ~ Virginia City, NV
- H. Silver State Shine LLC – Home Based / 21510 Dortort Dr. ~ Reno, NV
- I. Silver State Patio Covers – Contractor / 6540 Flower St. ~ Reno, NV
- J. Wipro PARI, Inc – Out of County / 2930 Technology Dr. ~ Rochester Hills, MI

II Approval of claims in the amount of \$9,863,117.36.

- III Discussion and possible consideration authorizing international travel for Commissioner Mitchell to attend a NAIOP Commercial Real Estate Development Association conference in Toronto, Canada in accordance with Storey County Policy 004 and FY26 budgeted funds.

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

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

10. **DISCUSSION ONLY:**

Presentation by Milt Stewart, Chief Executive Officer, Nevadaworks, on workforce development programs and regional impact.

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

Ed James, General Manager for CWSD, will present the 2025 Carson River Floodplain Management Plan (CRFMP) for county adoption. Previous iterations were adopted by Churchill County in 2008, 2013, and 2018. The presentation will describe the plan goals, objectives, and strategic actions. The update was a multi-year process that included several meetings with various floodplain administrators in the watershed and other interested stakeholders, interviews of county staff and other stakeholders like Nevada Division of Water Resources (NDWR). Comments were solicited and incorporated into the final plan. See link to Plan and Appendices. See <https://www.cwsd.org/floodplain-management/> to view plan.

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

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

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

Consideration and Possible Approval of a Memorandum of Understanding (MOU) Amending Article 7 (Compensation Practices) of the Collective Bargaining Agreement Between Storey County and the Storey County Sheriff's Office Employees' Association/NAPSO.

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

Consideration and possible approval for County Chairman Carmona to sign and approve the United States Department of Agriculture, Rural Development's (USDA-RD) letter of conditions and associated forms for the McCarran Sherriff Substation project.

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

16. **DISCUSSION ONLY:**

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

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

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

Consideration and possible approval of Resolution 25-764 establishing a Special Revenue Fund known as Compensated Absence Fund within the Storey County Fire District as of June 30, 2025.

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

Consideration and possible approval for the Fire Chief to sign an Interlocal Agreement with the State of Nevada, Department of Public Safety, State Fire Marshal Division, delegating authority to the Storey County Fire Protection District to conduct inspections, plans reviews, and other code enforcement responsibilities as outlined in NAC 477 and NRS 477.

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

Consideration and possible approval of awarding a professional services contract to SWCA Environmental Consultants to update the Storey County Fire Protection District's Community Wildfire Protection Plan (CWPP), for an amount not to exceed \$185,500. This project is fully funded through a sub-award from the Nevada Division of Forestry, under the Community Wildfire Defense Grant (CWDG) Program.

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

Consideration and possible approval to over hire up to three (3) Firefighter/ AEMTs or Firefighter/Paramedics in preparation for fall 2025 fire academy enrollment to fill anticipated position openings resulting from internal promotions and retirements not to exceed 12 months past the time of hire.

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

23. DISCUSSION/FOR POSSIBLE ACTION:

Discussion and possible consideration directing county staff to research, consult with State and Lyon County officials, and to develop findings and recommendations for future board consideration regarding the transfer of Comstock Historic District and the Comstock Historic District Commission responsibilities and administration from the state to the county.

24. DISCUSSION/FOR POSSIBLE ACTION:

Discussion and consideration authorizing the County Manager to sign and approve a three-year lease agreement between Storey County and High Sierra Communications, Inc. to maintain county mobile, VHF, radio, microwave, and other telecommunications equipment at the Ophir Hill Relay Station in southern Storey County near Virginia City in an amount not to exceed \$15,333.06 for year one with annual adjustments thereafter per "Index Factor" for communications uses by the Bureau of Land Management.

25. DISCUSSION/FOR POSSIBLE ACTION:

For Consideration and possible approval of business license second readings:

- A. Alpha Island Ltd. - Contractor / 219 Kingsbury Grade ~ Stateline, NV
- B. Auto Chlor System of Northern CA Inc. - Out of County /
450 Ferguson Dr. ~ Mountain View, CA
- C. Badger Dirt Works - Contractor / 11575 Fir Dr. ~ Reno, NV
- D. Forensic Analytical Consulting Services Inc. - Out of County /
21228 Cabot Blvd. ~ Hayward, CA
- E. Garratt-Callahan Co. - Contractor / 50 Ingold Rd. ~ Burlingame, CA
- F. Glass Roots Construction LLC - Contractor / 2770 Arapahoe ~
Lafayette, CO
- G. Griffin Industrial Contracting Company - Contractor / 2721 Deere Rd. ~
Decatur, AL
- H. Gurr's Roofing Heating & Sheet Metal - Contractor / 575 S. 16th St. ~
Sparks, NV
- I. Hammond Caulking Inc. - Contractor / 3355 W. Lake Mead Blvd. ~
N. Las Vegas, NV
- J. KP Construction - Contractor / 9830 Dixon Ln ~ Reno, NV
- K. Integratesun LLC - Contractor / 7055 Old Katy Rd. Ste. 505 ~
Houston, TX
- L. Murphy's Concrete LLC - Contractor / 1802 N. Carson St. Ste. 201 ~
Carson City, NV
- M. P C A Metals Tech LLC - Contractor / 6383 Waterdragon Ave. ~
Las Vegas, NV
- N. Steve's Specialty Welding - Contractor / 7505 Hillview Dr. ~ Reno, NV
- O. Sunrise Roofing LLC - Contractor / 1601 D St. ~ Sparks, NV
- P. Sympatec Inc. - Out of County / 1600 Reed Rd. Ste. C ~ Pennington, NJ

- Q. TA Instruments – Waters LLC – Out of County / 34 Maple St ~ Milford, MA
- R. Tacos El Agave – Food Truck / 1313 Serenity Cir. ~ Fernley, NV
- S. Tesla Inc. – General / 385 Milan ~ McCarran, NV
- T. Tesla Inc. – General / 1600 Peru ~ McCarran, NV
- U. The Dapper Pooch Parlour – Home Based / 107 E. Washington ~ Virginia City, NV
- V. The Gaucho Bakery – General / 107 E. Washington ~ Virginia City, NV
- W. Vega Roofing LLC – Contractor / 1120 Cedar St. ~ Carson City, NV

26. **PUBLIC COMMENT (No Action):** Public comment is welcomed at the beginning and end of each meeting. These comments should be limited to matters not already on today's calendar agenda. Public comment is again welcomed after each item on the agenda, & those comments should be limited to the agendized topic. Public comment is limited to 3 minutes per individual.

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

NOTICE:

- Anyone interested may request personal notice of the meetings.
- Agenda items must be received in writing by 12:00 noon on the Monday of the week preceding the regular meeting. For information call (775) 847-0969.
- Items may not necessarily be heard in the order that they appear.
- Public comment is welcomed at the beginning and end of each meeting. These comments should be limited to matters not already on today's calendar agenda. Public comment is again welcomed after each item on the agenda, & those comments should be limited to the agendized topic. Public comment is limited to 3 minutes per individual.
- Storey County recognizes the needs and civil rights of all persons regardless of race, color, religion, gender, disability, family status, or nation origin.
- In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at

http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a

letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

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

(3) email: program.intake@usda.gov.

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

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

CERTIFICATION OF POSTING

I, 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 6/26/2025; Storey County Courthouse located at 26 S B St, Virginia City, NV, the Virginia City Fire Department located at 145 N C St, Virginia City, NV, the Virginia City Highlands Fire Department located at 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV. This agenda was also posted to the Nevada State website at <https://notice.nv.gov/> and to the Storey County website at: <https://www.storeycounty.org/agendacenter>

By *Drema Smith*
Drema Smith
Administrative Assistant II



Board of Storey County Commissioners Agenda Action Report

Meeting date: 7/1/2025 10:00 AM -
BOCC Meeting

Estimate of Time Required: 30

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 Employees' Association Comstock Chapter, AFSCME Local 4041. This meeting will begin at 9:15 a.m. immediately before the general meeting of the Board of Storey County Commissioners.
- **Recommended motion:** No action.
- **Prepared by:** Brandie Lopez

Department: HR

Contact Number: 775-847-0968

- **Staff Summary:** Pursuant to NRS 288 and the existing 2022-2025 collective bargaining agreement between the Storey County Employees' Association and the Storey County Board of County Commissioners, the bargaining agreement is proposed to be modified as tentatively agreed between the parties.
- **Supporting Materials:** No Attachments
- **Fiscal Impact:**
- **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



Board of Storey County Commissioners Agenda Action Report

Meeting date: 7/1/2025 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 1, 2025, meeting.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** Drema S Smith

Department: Commissioners

Contact Number: 7758470968

- **Staff Summary:** See attached.
- **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: 7/1/2025 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. Artemill – Home Based / 21881 Clemens Rd. ~ Reno, NV
 - B. Cannonball Underground LLC – Contractor / 9040 Stange Ave ~ Las Vegas, NV
 - C. Eagle Fleet LLC – Out of County / 755 E. Greg St. Ste. 18 ~ Sparks, NV
 - D. Metso USA Inc. – Out of County / 275 N. Corporate Dr. ~ Brookfield, WI
 - E. NRCI Telecom – Contractor / 265 Applegate School Rd. ~ Applegate, CA
 - F. Radcliffe Painting – Contractor / 4596 Spring Dr. ~ Reno, NV
 - G. Savage Grill – General / 65 N C St. ~ Virginia City, NV
 - H. Silver State Shine LLC – Home Based / 21510 Dortort Dr. ~ Reno, NV
 - I. Silver State Patio Covers – Contractor / 6540 Flower St. ~ Reno, NV
 - J. Wipro PARI, Inc – Out of County / 2930 Technology Dr. ~ Rochester Hills, MI
- **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: 7758470966

- **Staff Summary:** First readings of submitted business license applications are normally approved on the consent agenda. The applications are then submitted at the next Commissioner's meeting for approval.
- **Supporting Materials:** See 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 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 23, 2025
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **July 01, 2025**

COMMISSIONERS Consent Agenda:

FIRST READINGS:

- A. Artemill** – Home Based / 21881 Clemens Rd. ~ Reno, NV
- B. Cannonball Underground LLC** – Contractor / 9040 Stange Ave ~ Las Vegas, NV
- C. Eagle Fleet LLC** – Out of County / 755 E. Greg St. Ste. 18 ~ Sparks, NV
- D. Metso USA Inc.** – Out of County / 275 N. Corporate Dr. ~ Brookfield, WI
- E. NRCI Telecom** – Contractor / 265 Applegate School Rd. ~ Applegate, CA
- F. Radcliffe Painting** – Contractor / 4596 Spring Dr. ~ Reno, NV
- G. Savage Grill** – General / 65 N C St. ~ Virginia City, NV
- H. Silver State Shine LLC** – Home Based / 21510 Dortort Dr. ~ Reno, NV
- I. Silver State Patio Covers** – Contractor / 6540 Flower St. ~ Reno, NV
- J. Wipro PARI, Inc** – Out of County / 2930 Technology Dr. ~ Rochester Hills, MI

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Board of Storey County Commissioners Agenda Action Report

Meeting date: 7/1/2025 10:00 AM -
BOCC Meeting

Estimate of Time Required: 0 min

Agenda Item Type: Consent Agenda

- **Title:** Approval of claims in the amount of \$9,863,117.36.
- **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:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY

Check Register

Packet: APPKT07835 - 2025-05-09 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 BC	05/09/2025	EFT	0.00	158,711.29	10720
407110	ROCKY MOUNTAIN HOSPITAL AND H	05/09/2025	EFT	0.00	317,606.62	10721
404639	VOYA INSTITUTIONAL TRUST COMP	05/09/2025	EFT	0.00	12,570.30	10722
300003	AFLAC	05/09/2025	Regular	0.00	1,959.30	117532
300008	AFSCME LOCAL4041	05/09/2025	Regular	0.00	803.45	117533
300001	COLONIAL LIFE & ACCIDENT INS CO	05/09/2025	Regular	0.00	103.38	117534
407117	COMMONWEALTH OF MASSACHUS	05/09/2025	Regular	0.00	1,200.00	117535
404704	DVM INSURANCE AGENCY	05/09/2025	Regular	0.00	107.09	117536
406598	MICHIGAN STATE DISBURSEMENT U	05/09/2025	Regular	0.00	393.79	117537
406600	NORTHWEST FIRE FIGHTER BENEFIT	05/09/2025	Regular	0.00	53,580.53	117538
103233	PUBLIC EMPLOY RETIREMENT SYSTEM	05/09/2025	Regular	0.00	574.69	117539
407367	STANDARD INSURANCE COMPANY	05/09/2025	Regular	0.00	1,095.60	117540
300006	STOREY CO FIRE FIGHTERS ASSOC	05/09/2025	Regular	0.00	1,900.00	117541
300005	WASHINGTON NATIONAL INS	05/09/2025	Regular	0.00	1,961.56	117542
300002	WESTERN INSURANCE SPECIALTIES I	05/09/2025	Regular	0.00	458.26	117543

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	24	12	0.00	64,137.65
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	14	3	0.00	488,888.21
	38	15	0.00	553,025.86

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

Kyo 20250509
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:
[Signature] 6.10.25
Comptroller Date

[Signature]
Treasurer - Deputy Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	5/2025	553,025.86
			<u>553,025.86</u>



STOREY COUNTY

Vendor History Report

By Vendor Name

Posting Date Range 05/09/2025 - 05/09/2025
Payment Date Range 05/09/2025 - 05/09/2025

Payable Number	Description	Units	Price	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description					Account Number		Account Name	Dist Amount					
Vendor Set: 01 - Storey County Vendors													
405424 - OPTUM BANK, MEMBER FDIC													
INV0020112	HSA Contributions	0.00	0.00	5/9/2025	DFT0002148		5/9/2025	18,681.83	0.00	0.00	0.00	18,681.83	18,681.83
					001-29506-000		Insurances	15,653.83	0.00	0.00	0.00	15,653.83	15,653.83
					020-29506-000		Rds-Ins	14,232.48					
					090-29506-000		Wtr-Ins	589.25					
					130-29506-000		Swr-Ins	251.05					
					230-29506-000		VCTC-Ins	281.05					
					231-29506-000		Pipers-Ins	190.00					
								110.00					
INV0020139	HSA Contributions			5/9/2025	DFT0002152		5/9/2025	3,028.00	0.00	0.00	0.00	3,028.00	3,028.00
HSA Contributions		0.00	0.00	3,028.00	250-29506-000		Fire-Ins	3,028.00					
Vendors: (1) Total 01 - Storey County Vendors:													
								18,681.83	0.00	0.00	0.00	18,681.83	18,681.83
Vendors: (1) Report Total:								18,681.83	0.00	0.00	0.00	18,681.83	18,681.83

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

Processed & Submitted to Treasurer by Comptroller Admin

Approved By:

Comptroller

Treasurer - Deputy

Date

Date



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 4/21/2025-5/4/2025

Packet: PRPKT02653 - 2025-05-09 Payroll kc
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	1	1,038.57
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	196	405,450.44
Total	197	406,489.01

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

Kya Q. 20250509
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By: [Signature] 6-10-25
Comptroller Date

[Signature] 5/21/25
Treasurer - Deputy Date



STOREY COUNTY

Vendor History Report
By Vendor Name

Posting Date Range 05/09/2025 - 05/09/2025
Payment Date Range 05/09/2025 - 05/09/2025

Payable Number	Description	Units	Price	Post Date	1099 Account Number	Payment Number	Payment Date	Account Name	Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors														
404300 - INTERNAL REVENUE SERVICE														
INV0020128	Medicare	0.00	0.00	5/9/2025	001-29503-000	DFT0002149	5/9/2025	Medicare	97,224.52	0.00	0.00	0.00	97,224.52	97,224.52
									13,695.46	0.00	0.00	0.00	13,695.46	13,695.46
INV0020129	Social Security	0.00	0.00	5/9/2025	001-29505-000	DFT0002150	5/9/2025	Social Security	1,076.78	0.00	0.00	0.00	1,076.78	1,076.78
INV0020130	Federal Income Tax w/h	0.00	0.00	5/9/2025	001-29501-000	DFT0002151	5/9/2025	Federal w/holding	48,221.45	0.00	0.00	0.00	48,221.45	48,221.45
									48,221.45	0.00	0.00	0.00	48,221.45	48,221.45
INV0020149	Medicare	0.00	0.00	5/9/2025	001-29503-000	DFT0002153	5/9/2025	Medicare	6,385.20	0.00	0.00	0.00	6,385.20	6,385.20
									6,385.20	0.00	0.00	0.00	6,385.20	6,385.20
INV0020150	Federal Income Tax w/h	0.00	0.00	5/9/2025	001-29501-000	DFT0002154	5/9/2025	Federal w/holding	27,845.63	0.00	0.00	0.00	27,845.63	27,845.63
									27,845.63	0.00	0.00	0.00	27,845.63	27,845.63
Vendors: (1)									Total 01 - Storey County Vendors:	97,224.52	0.00	0.00	97,224.52	97,224.52
Vendors: (1)									Report Total:	97,224.52	0.00	0.00	97,224.52	97,224.52

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

Processed & Submitted to Treasurer by Comptroller Admin

Date

Approved By:

Comptroller

Treasurer

Date

Date



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 4/21/2025-5/4/2025

Packet: PRPKT02657 - 2025-05-09: FIRE Payroll tp

Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	53	179,903.59
Total	53	179,903.59

[Handwritten signature]

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

[Signature] 20250509
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

[Signature] 6/10/25
Comptroller Date

[Signature] 5/21/25
Treasurer Date

[Handwritten: Deputy]



STOREY COUNTY

Check Register

Packet: APPKT07836 - 2025-05-09 PERS 715 kc



By Check Number

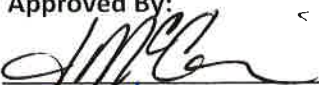


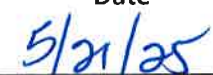
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank 405456	PUBLIC EMPLOYEES RETIREMENT BK	05/09/2025	EFT	0.00	88,309.77	10723

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	88,309.77
	2	1	0.00	88,309.77

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

	
Processed & Submitted to Treasurer by Comptroller Admin	Date

Approved By:	
	
Comptroller	Date
	
Treasurer	Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	5/2025	88,309.77
			<u>88,309.77</u>



By Vendor Name

Posting Date Range 05/23/2025 - 05/23/2025
Payment Date Range 05/23/2025 - 05/23/2025

Payable Number	Description	Units	Price	Post Date	1099 Account Number	Payment Number	Payment Date	Account Name	Amount	Shipping Dist Amount	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors														
405424 - OPTUM BANK, MEMBER FDIC														
CM0001655	HSA Contributions		0.00	5/23/2025	001-29506-000	DFT0002171	5/23/2025	Insurances	18,473.51	0.00	0.00	0.00	18,473.51	18,473.51
									-150.00	0.00	0.00	0.00	-150.00	-150.00
									-150.00					
INV0020162	HSA Contributions		0.00	5/23/2025	DFT0002164		5/23/2025	Insurances	15,595.51	0.00	0.00	0.00	15,595.51	15,595.51
									14,227.72					
									535.71					
									251.06					
									281.02					
									190.00					
									110.00					
INV0020184	HSA Contributions		0.00	5/23/2025	DFT0002168		5/23/2025	Fire-ins	3,028.00	0.00	0.00	0.00	3,028.00	3,028.00
									3,028.00					
Vendors: (1)									Total 01 - Storey County Vendors:	18,473.51	0.00	0.00	0.00	18,473.51
Vendors: (1)									Report Total:	18,473.51	0.00	0.00	0.00	18,473.51

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

Processed & Submitted to Treasurer by Comptroller Admin

20250523
Date

Approved By:

Approved By: 

Date 6.10.25

Comptroller

Treasurer- Deputy

Date 6/4/25



STOREY COUNTY

Vendor History Report
By Vendor Name
Posting Date Range 05/23/2025 - 05/23/2025
Payment Date Range 05/23/2025 - 05/23/2025

Payable Number	Description	Units	Price	Post Date	1099 Account Number	Payment Number	Payment Date	Account Name	Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors														
404300 - INTERNAL REVENUE SERVICE														
INV0020174	Medicare		0.00	5/23/2025	001-29503-000	DFT0002165	5/23/2025	Medicare	93,856.66	0.00	0.00	0.00	93,856.66	93,856.66
									13,405.38	0.00	0.00	0.00	13,405.38	13,405.38
									13,405.38					
INV0020175	Social Security		0.00	5/23/2025	001-29505-000	DFT0002166	5/23/2025	Social Security	976.60	0.00	0.00	0.00	976.60	976.60
									976.60					
INV0020176	Federal Income Tax w/held		0.00	5/23/2025	001-29501-000	DFT0002167	5/23/2025	Federal w/holding	45,907.97	0.00	0.00	0.00	45,907.97	45,907.97
									45,907.97					
INV0020191	Medicare		0.00	5/23/2025	001-29503-000	DFT0002169	5/23/2025	Medicare	6,340.48	0.00	0.00	0.00	6,340.48	6,340.48
									6,340.48					
INV0020192	Federal Income Tax w/held		0.00	5/23/2025	001-29501-000	DFT0002170	5/23/2025	Federal w/holding	27,211.33	0.00	0.00	0.00	27,211.33	27,211.33
									27,211.33					
INV0020193	Medicare		0.00	5/23/2025	001-29503-000	DFT0002172	5/23/2025	Medicare	2.90	0.00	0.00	0.00	2.90	2.90
									2.90					
INV0020194	Federal Income Tax w/held		0.00	5/23/2025	001-29501-000	DFT0002173	5/23/2025	Federal w/holding	12.00	0.00	0.00	0.00	12.00	12.00
									12.00					
Vendors: (1)									Total 01 - Storey County Vendors:					
Vendors: (1)									93,856.66	0.00	0.00	0.00	93,856.66	93,856.66
Report Total:									93,856.66	0.00	0.00	0.00	93,856.66	93,856.66

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

Processed & Submitted to Treasurer by Comptroller Admin

Approved By:

Comptroller

Treasurer

Date

Date



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 5/5/2025-5/18/2025

Packet: PRPKT02660 - 2025-05-23 Payroll kc
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	2	2,401.43
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	189	395,869.59
Total	191	398,271.02

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

Processed & Submitted to Treasurer by Comptroller Admin

Date

Approved By:

Comptroller

Treasurer

Date

Date



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 5/5/2025-5/18/2025

Packet: PRPKT02664 - 2025-05-23: FIRE Payroll tp
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	53	178,914.09
Total	53	178,914.09

sk

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

Kepu 20250523
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

AMC 6-10-25
Comptroller Date

DeFate 5-27-25
Treasurer *Deputy* Date



STOREY COUNTY

Payroll Check Register Report Summary

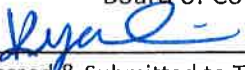
Pay Period: 5/5/2025-5/18/2025

Packet: PRPKT02667 - Payroll Correction Proces:

Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	1	86.55
Total	1	86.55

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

 20250523
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

 6-10-25
Comptroller Date

 5-27-25
Treasurer -  Date



STOREY COUNTY

Check Register

Packet: APPKT07889 - 2025-05-23 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 BC	05/23/2025	EFT	0.00	159,137.99	10733
404869	SCSO EMPLOYEES ASSOCIATIO	05/23/2025	EFT	0.00	1,008.00	10734
404639	VOYA INSTITUTIONAL TRUST COMP,	05/23/2025	EFT	0.00	12,620.30	10735
300003	AFLAC	05/23/2025	Regular	0.00	1,926.68	117673
300008	AFSCME LOCAL4041	05/23/2025	Regular	0.00	815.07	117674
300001	COLONIAL LIFE & ACCIDENT INS CO	05/23/2025	Regular	0.00	103.38	117675
407117	COMMONWEALTH OF MASSACHUS	05/23/2025	Regular	0.00	1,200.00	117676
404704	DVM INSURANCE AGENCY	05/23/2025	Regular	0.00	72.39	117677
406598	MICHIGAN STATE DISBURSEMENT U	05/23/2025	Regular	0.00	393.79	117678
406600	NORTHWEST FIRE FIGHTER BENEFIT	05/23/2025	Regular	0.00	3,540.82	117679
103233	PUBLIC EMPLY RETIREMENT SYSTEM	05/23/2025	Regular	0.00	693.59	117680
300006	STOREY CO FIRE FIGHTERS ASSOC	05/23/2025	Regular	0.00	1,950.00	117681
300005	WASHINGTON NATIONAL INS	05/23/2025	Regular	0.00	1,934.84	117682

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	17	10	0.00	12,630.56
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	172,766.29
	25	13	0.00	185,396.85

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

Kyle 20250523
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

McC 6.10.25
Comptroller Date
W. Tate 5.27.25
Treasurer Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	5/2025	185,396.85
			<u>185,396.85</u>



STOREY COUNTY

Check Register

Packet: APPKT07890 - 2025-05-23 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 BC	05/23/2025	EFT	0.00	88,302.37	10736

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	88,302.37
	2	1	0.00	88,302.37

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

Keja D. 20250523
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

JMCC 6-10-25
Comptroller Date

W. Fato 5-27-25
Treasurer-Deputy Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	5/2025	88,302.37
			<u>88,302.37</u>



STOREY COUNTY

Check Register

Packet: APPKT07921 - 2025-05-30 WF Payments cw

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank 404295	WELLS ONE COMMERCIAL CARD	05/30/2025	Bank Draft	0.00	54,223.80	DFT0002182

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	50	1	0.00	54,223.80
EFT's	0	0	0.00	0.00
	50	1	0.00	54,223.80

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

Cory Y. Wood 5/29/2025
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

Kimberly McC 5.29.25
Comptroller Date

D. Tate 6.3.25
Treasurer Date



STOREY COUNTY

Check Register

Packet: APPKT07919 - 2025-05-30 AP Payments cw

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
407356	ACTALENT INC	05/30/2025	EFT	0.00	3,400.00	10737
406777	DOWL LLC	05/30/2025	EFT	0.00	26,648.54	10738
406777	DOWL LLC	05/30/2025	EFT	0.00	2,821.25	10739
407110	ANTHEM BLUE CROSS AND BLUE SH	05/30/2025	EFT	0.00	17,773.38	10740
406619	AMAZON BUSINESS	05/30/2025	Regular	0.00	105.69	117683
406683	SIERRA MEAT CO	05/30/2025	Regular	0.00	2,437.97	117684
99663	AT&T MOBILITY II LLC	05/30/2025	Regular	0.00	6,143.50	117685
99663	AT&T MOBILITY II LLC	05/30/2025	Regular	0.00	1,597.43	117686
101605	SIERRA ELECTRONICS	05/30/2025	Regular	0.00	6,875.00	117687
406556	BRIAN BROWN MEDIATION, LTD	05/30/2025	Regular	0.00	11,000.00	117688
100475	CAPITAL CITY AUTO PARTS	05/30/2025	Regular	0.00	827.23	117689
404500	CARSON DODGE CHRYSLER INC	05/30/2025	Regular	0.00	5,586.55	117690
402945	CARSON TAHOE EMERGENCY PHYSI	05/30/2025	Regular	0.00	148.39	117691
404216	CARSON VALLEY OIL CO	05/30/2025	Regular	0.00	19,709.75	117692
404633	CHARTER COMMUNICATIONS	05/30/2025	Regular	0.00	113.93	117693
404798	CINTAS	05/30/2025	Regular	0.00	1,737.18	117694
100505	CITY OF CARSON TREASURER	05/30/2025	Regular	0.00	35,000.00	117695
405134	CMC TIRE INC	05/30/2025	Regular	0.00	17,794.32	117696
403990	COMSTOCK CEMETERY FOUNDATIO	05/30/2025	Regular	0.00	22,122.75	117697
406406	COMSTOCK PROPANE	05/30/2025	Regular	0.00	792.87	117698
407376	CORESTATES CONSTRUCTION SERVI	05/30/2025	Regular	0.00	25.00	117699
406602	CORWIN BUICK GMC RENO	05/30/2025	Regular	0.00	62,418.25	117700
406403	COURTSMART DIGITAL-SYSTEMS, IN	05/30/2025	Regular	0.00	6,230.16	117701
407278	CRAFT PRODUCTIONS	05/30/2025	Regular	0.00	6,605.00	117702
103220	ON THE SIDE GRAPHICS & SIGNS	05/30/2025	Regular	0.00	230.20	117703
99652	COMSTOCK CHRONICLE	05/30/2025	Regular	0.00	4,210.00	117704
407375	DIVERSIFIED FALL PROTECTION	05/30/2025	Regular	0.00	25.00	117705
405997	DIVIDE GRAPHICS	05/30/2025	Regular	0.00	55.00	117706
404509	FASTENAL COMPANY	05/30/2025	Regular	0.00	1,589.45	117707
403712	FAST GLASS	05/30/2025	Regular	0.00	390.00	117708
100856	GRANITE CONSTRUCTION COMPAN	05/30/2025	Regular	0.00	5,837.30	117709
103470	GREAT BASIN TERMITE & PEST CON	05/30/2025	Regular	0.00	300.00	117710
102983	USABUEBOOK	05/30/2025	Regular	0.00	5,668.67	117711
406941	BLIZZ INC	05/30/2025	Regular	0.00	3,500.00	117712
406603	HUSTLER HYDRAULICS LLC	05/30/2025	Regular	0.00	113.33	117713
404328	INTERCEPT INC	05/30/2025	Regular	0.00	3,120.00	117714
100978	INTERSTATE OIL CO	05/30/2025	Regular	0.00	2,964.58	117715
403834	IT1 SOURCE LLC	05/30/2025	Regular	0.00	3,806.73	117716
103317	SILVER STATE INTERNATIONAL TRUK	05/30/2025	Regular	0.00	12,329.79	117717
406617	JOHN H BURROWS INC	05/30/2025	Regular	0.00	518.92	117718
103119	L A PERKS PETROLEUM SPECIALISTS	05/30/2025	Regular	0.00	148.00	117719
101040	L N CURTIS & SONS	05/30/2025	Regular	0.00	5,502.70	117720
407258	THE LAMAR COMPANIES	05/30/2025	Regular	0.00	3,750.00	117721
407332	LANGUAGE LINE SOLOUTIONS	05/30/2025	Regular	0.00	1.10	117722
101030	LIFE-ASSIST INC	05/30/2025	Regular	0.00	560.05	117723
405548	LUMOS & ASSOCIATES, INC	05/30/2025	Regular	0.00	2,288.50	117724
102751	LYON CO COMPTROLLER	05/30/2025	Regular	0.00	5,364.25	117725
404363	MA LABS INC	05/30/2025	Regular	0.00	2,554.72	117726
102857	MICHAEL HOHL MOTOR CO	05/30/2025	Regular	0.00	19.81	117727
403096	MONARCH DIRECT LLC	05/30/2025	Regular	0.00	70.46	117728
405144	MOTOROLA SOLUTIONS INC	05/30/2025	Regular	0.00	14,068.35	117729
101343	NEV DEPT HUMAN RESOURCES	05/30/2025	Regular	0.00	449.59	117730
407373	SERVPRO OF RENO EAST	05/30/2025	Regular	0.00	19,107.00	117731
406600	NORTHWEST FIRE FIGHTER BENEFIT	05/30/2025	Regular	0.00	6,121.24	117732

Check Register

Packet: APPKT07919-2025-05-30 AP Payments cw

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
407377	NORTHWOODS CONSTRUCTION	05/30/2025	Regular	0.00	25.00	117733
405127	O'REILLY AUTO PARTS	05/30/2025	Regular	0.00	1,397.61	117734
404870	LAW OFFICE OF JOAN OSBORNE	05/30/2025	Regular	0.00	10,120.00	117735
403398	OWEN EQUIPMENT SALES	05/30/2025	Regular	0.00	6,216.53	117736
102343	OXBORROW TRUCKING, INC	05/30/2025	Regular	0.00	1,815.00	117737
406359	PACSTATES	05/30/2025	Regular	0.00	44,457.47	117738
404845	PILOT THOMAS LOGISTICS LLC	05/30/2025	Regular	0.00	4,706.43	117739
405952	PRE-SORT	05/30/2025	Regular	0.00	2,320.00	117740
405783	PRICE, IAN	05/30/2025	Regular	0.00	625.42	117741
403329	PROTECTION DEVICES INC	05/30/2025	Regular	0.00	75.00	117742
406993	EIGHT8 STUDIOS	05/30/2025	Regular	0.00	11,000.00	117743
407124	RAINBOW BEND HOMEOWNERS AS	05/30/2025	Regular	0.00	500.00	117744
102388	REDWOOD TOXICOLOGY LABORATC	05/30/2025	Regular	0.00	546.50	117745
404863	REFUSE, INC	05/30/2025	Regular	0.00	517.62	117746
407378	RENEWAL BY ANDERSON OF GREAT	05/30/2025	Regular	0.00	25.00	117747
406778	SILVER STATE ANALYTICAL LABORAT	05/30/2025	Regular	0.00	1,268.00	117748
406367	SHEPHERD SCOTT F.	05/30/2025	Regular	0.00	500.00	117749
407156	SIERRA COLLISION INCORPORATED	05/30/2025	Regular	0.00	2,925.84	117750
102461	SIERRA CONTROLS LLC	05/30/2025	Regular	0.00	3,024.70	117751
101630	NV ENERGY	05/30/2025	Regular	0.00	11,174.00	117752
101630	NV ENERGY	05/30/2025	Regular	0.00	14,979.68	117753
	Void	05/30/2025	Regular	0.00	0.00	117754
407381	SILVERMAN KATTELMAN SPRINGGA	05/30/2025	Regular	0.00	145.00	117755
406404	SNAP-ON INDUSTRIAL	05/30/2025	Regular	0.00	1,128.42	117756
403234	TAHOE SUPPLY COMPANY LLC	05/30/2025	Regular	0.00	106.55	117757
101228	ST OF NEV STATE PUBLIC WORKS DI	05/30/2025	Regular	0.00	7,592.31	117758
407367	STANDARD INSURANCE COMPANY	05/30/2025	Regular	0.00	40.89	117759
405475	STAPLES BUSINESS ADVANTAGE	05/30/2025	Regular	0.00	337.43	117760
403722	NEV DIV OF PUBLIC & BEHAVIORAL	05/30/2025	Regular	0.00	9,063.69	117761
101335	STATE OF NEVADA, DEPT OF TAXAT	05/30/2025	Regular	0.00	250.38	117762
404028	STATE OF NEVADA-RURAL REGIONA	05/30/2025	Regular	0.00	149.00	117763
407051	SUNRISE DISTRIBUTING LLC	05/30/2025	Regular	0.00	1,021.40	117764
406676	SWITCH	05/30/2025	Regular	0.00	4,027.50	117765
403971	SYN TECH SYSTEMS INC	05/30/2025	Regular	0.00	1,100.00	117766
407068	SYSCO SACRAMENTO INC	05/30/2025	Regular	0.00	2,414.44	117767
405705	TELEFLEX LLC	05/30/2025	Regular	0.00	360.00	117768
405185	THATCHER COMPANY OF NEVADA, I	05/30/2025	Regular	0.00	1,377.94	117769
405010	TIMELY TESTING LTD	05/30/2025	Regular	0.00	325.00	117770
406725	JOHNSON CONTROLS SECURITY SOL	05/30/2025	Regular	0.00	600.72	117771
406738	UBEO BUSINESS SERVICES	05/30/2025	Regular	0.00	86.56	117772
407142	UNIFIRST CORPORATION	05/30/2025	Regular	0.00	581.42	117773
406623	US FOODS INC	05/30/2025	Regular	0.00	8,756.96	117774
403268	CELLCO PARTNERSHIP	05/30/2025	Regular	0.00	212.80	117775
101899	GRAINGER	05/30/2025	Regular	0.00	425.29	117776
101920	WESTERN NEVADA SUPPLY CO	05/30/2025	Regular	0.00	4,819.56	117777

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	229	94	0.00	475,078.77
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	4	4	0.00	50,643.17
	233	99	0.00	525,721.94

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	5/2025	525,721.94
			<u>525,721.94</u>

* County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes
Cory Y. Wood 5/29/2025
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:
[Signature] 5.29.25
Comptroller Date
[Signature] 6.4.25
Treasurer - Deputy Date



STOREY COUNTY

Check Register

Packet: APPKT07932 - 2025-05-30 May Wires C/T cw

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
101848	USDA RURAL DEVELOPMENT	05/30/2025	Bank Draft	0.00	29,802.18	DFT0002191

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	6	1	0.00	29,802.18
EFT's	0	0	0.00	0.00
	6	1	0.00	29,802.18

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

Comp. Y. Wood 6/05/2025
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

McLean 6-16-25
Comptroller Date
W. Tate 6/5/2025
Treasurer Deputy Date



STOREY COUNTY

Vendor History Report
By Vendor Name

Posting Date Range 06/06/2025 - 06/06/2025
Payment Date Range 06/06/2025 - 06/06/2025

Payable Number	Description	Units	Price	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description					Account Number		Account Name	Dist Amount					
Vendor Set: 01 - Storey County Vendors													
404300 - INTERNAL REVENUE SERVICE													
INV0020222	Medicare	0.00	0.00	6/6/2025	001-29503-000	DFT0002184	6/6/2025	109,294.39	0.00	0.00	0.00	109,294.39	109,294.39
								13,879.32	0.00	0.00	0.00	13,879.32	13,879.32
								13,879.32					
INV0020223	Social Security	0.00	0.00	6/6/2025	001-29505-000	DFT0002185	6/6/2025	1,156.98	0.00	0.00	0.00	1,156.98	1,156.98
								1,156.98					
INV0020224	Federal Income Tax w/h	0.00	0.00	6/6/2025	001-29501-000	DFT0002186	6/6/2025	48,622.87	0.00	0.00	0.00	48,622.87	48,622.87
								48,622.87					
INV0020243	Medicare	0.00	0.00	6/6/2025	001-29503-000	DFT0002188	6/6/2025	7,670.40	0.00	0.00	0.00	7,670.40	7,670.40
								7,670.40					
INV0020244	Social Security	0.00	0.00	6/6/2025	001-29505-000	DFT0002189	6/6/2025	666.64	0.00	0.00	0.00	666.64	666.64
								666.64					
INV0020245	Federal Income Tax w/h	0.00	0.00	6/6/2025	001-29501-000	DFT0002190	6/6/2025	37,298.18	0.00	0.00	0.00	37,298.18	37,298.18
								37,298.18					
Vendors: (1)								109,294.39	0.00	0.00	0.00	109,294.39	109,294.39
Total 01 - Storey County Vendors:								109,294.39	0.00	0.00	0.00	109,294.39	109,294.39
Vendors: (1)								109,294.39	0.00	0.00	0.00	109,294.39	109,294.39
Report Total:								109,294.39	0.00	0.00	0.00	109,294.39	109,294.39

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

Processed & Submitted to Treasurer by Comptroller Admin

Date

Approved By:

Comptroller

Date

Treasurer

Date



STOREY COUNTY

Check Register

Packet: APPKT07928 - 2025-06-06 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 BC	06/06/2025	EFT	0.00	89,307.34	10744

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	89,307.34
	2	1	0.00	89,307.34

[Handwritten signature]

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

[Signature] 20250605
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

[Signature] 6.5.25
Comptroller Date

[Signature] 6.9.25
Treasurer - Deputy Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	6/2025	89,307.34
			<u>89,307.34</u>



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 5/19/2025-6/1/2025

Packet: PRPKT02678 - 2025-06-06: FIRE- Payroll tp
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	2	1,910.05
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	57	213,367.29
Total	59	215,277.34

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

[Signature] 20250605
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

[Signature] 6.5.25
Comptroller Date

[Signature] 6.9.2025
Treasurer Deputy Date



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 5/19/2025-6/1/2025

Packet: PRPKT02674 - 2025-06-06 Payroll kc


Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	1	1,038.57
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	191	410,753.59
Total	192	411,792.16

OK


OK

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

 20250605
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

 6.5.25
Comptroller Date

 6.9.25
Treasurer - Deputy Date



STOREY COUNTY

Check Register

Packet: APPKT07927 - 2025-06-06 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 BC	06/06/2025	EFT	0.00	159,599.77	10741
407110	ROCKY MOUNTAIN HOSPITAL AND H	06/06/2025	EFT	0.00	327,509.51	10742
404639	VOYA INSTITUTIONAL TRUST COMP	06/06/2025	EFT	0.00	12,970.30	10743
300003	AFLAC	06/06/2025	Regular	0.00	1,926.68	117778
300008	AFSCME LOCAL4041	06/06/2025	Regular	0.00	823.41	117779
300001	COLONIAL LIFE & ACCIDENT INS CO	06/06/2025	Regular	0.00	103.38	117780
407117	COMMONWEALTH OF MASSACHUS	06/06/2025	Regular	0.00	1,200.00	117781
404704	DVM INSURANCE AGENCY	06/06/2025	Regular	0.00	72.39	117782
406598	MICHIGAN STATE DISBURSEMENT U	06/06/2025	Regular	0.00	393.79	117783
406600	NORTHWEST FIRE FIGHTER BENEFIT	06/06/2025	Regular	0.00	55,413.11	117784
103233	PUBLIC EMPLOY RETIREMENT SYSTEM	06/06/2025	Regular	0.00	693.59	117785
407367	STANDARD INSURANCE COMPANY	06/06/2025	Regular	0.00	1,100.55	117786
300006	STOREY CO FIRE FIGHTERS ASSOC	06/06/2025	Regular	0.00	1,950.00	117787
300005	WASHINGTON NATIONAL INS	06/06/2025	Regular	0.00	1,934.84	117788
300002	WESTERN INSURANCE SPECIALTIES I	06/06/2025	Regular	0.00	458.26	117789

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	23	12	0.00	66,070.00
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	21	3	0.00	500,079.58
	44	15	0.00	566,149.58

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

Kyne 20250605
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

MP Ca 6.5.25
Comptroller Date
D. Tate 6.9.25
Treasurer - Deputy Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	6/2025	566,149.58
			<u>566,149.58</u>



STOREY COUNTY

Vendor History Report

By Vendor Name

Posting Date Range 05/09/2025 - 06/06/2025

Payment Date Range 05/09/2025 - 06/06/2025

Payable Number	Description	Units	Price	Post Date	1099	Payment Number	Account Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description				Amount				Account Name	Dist Amount					
Vendor Set: 01 - Storey County Vendors														
404300 - INTERNAL REVENUE SERVICE														
INV0020128	Medicare	0.00	0.00	5/9/2025	001-29503-000	DFT0002149		5/9/2025	300,510.27	0.00	0.00	0.00	300,510.27	300,510.27
				13,695.46				Medicare	13,695.46	0.00	0.00	0.00	13,695.46	13,695.46
INV0020129	Social Security	0.00	0.00	5/9/2025	001-29505-000	DFT0002150		5/9/2025	1,076.78	0.00	0.00	0.00	1,076.78	1,076.78
				1,076.78				Social Security	1,076.78					
INV0020130	Federal Income Tax w/h	0.00	0.00	5/9/2025	001-29501-000	DFT0002151		5/9/2025	48,221.45	0.00	0.00	0.00	48,221.45	48,221.45
				48,221.45				Federal w/holding	48,221.45					
INV0020149	Medicare	0.00	0.00	5/9/2025	001-29503-000	DFT0002153		5/9/2025	6,385.20	0.00	0.00	0.00	6,385.20	6,385.20
				6,385.20				Medicare	6,385.20					
INV0020150	Federal Income Tax w/held	0.00	0.00	5/9/2025	001-29501-000	DFT0002154		5/9/2025	27,845.63	0.00	0.00	0.00	27,845.63	27,845.63
				27,845.63				Federal w/holding	27,845.63					
INV0020151	Medicare	0.00	0.00	5/9/2025	001-29503-000	DFT0002156		5/9/2025	22.26	0.00	0.00	0.00	22.26	22.26
				22.26				Medicare	22.26					
INV0020152	Federal Income Tax w/held	0.00	0.00	5/9/2025	001-29501-000	DFT0002157		5/9/2025	92.16	0.00	0.00	0.00	92.16	92.16
				92.16				Federal w/holding	92.16					
INV0020174	Medicare	0.00	0.00	5/23/2025	001-29503-000	DFT0002165		5/23/2025	13,405.38	0.00	0.00	0.00	13,405.38	13,405.38
				13,405.38				Medicare	13,405.38					
INV0020175	Social Security	0.00	0.00	5/23/2025	001-29505-000	DFT0002166		5/23/2025	976.60	0.00	0.00	0.00	976.60	976.60
				976.60				Social Security	976.60					
INV0020176	Federal Income Tax w/held	0.00	0.00	5/23/2025	001-29501-000	DFT0002167		5/23/2025	45,907.97	0.00	0.00	0.00	45,907.97	45,907.97
				45,907.97				Federal w/holding	45,907.97					
INV0020191	Medicare	0.00	0.00	5/23/2025	001-29503-000	DFT0002169		5/23/2025	6,340.48	0.00	0.00	0.00	6,340.48	6,340.48
				6,340.48				Medicare	6,340.48					
INV0020192	Federal Income Tax w/held	0.00	0.00	5/23/2025	001-29501-000	DFT0002170		5/23/2025	27,211.33	0.00	0.00	0.00	27,211.33	27,211.33
				27,211.33				Federal w/holding	27,211.33					
INV0020193	Medicare	0.00	0.00	5/23/2025	001-29503-000	DFT0002172		5/23/2025	2.90	0.00	0.00	0.00	2.90	2.90
				2.90				Medicare	2.90					
INV0020194	Federal Income Tax w/held	0.00	0.00	5/23/2025	001-29501-000	DFT0002173		5/23/2025	12.00	0.00	0.00	0.00	12.00	12.00
				12.00				Federal w/holding	12.00					
INV0020222	Medicare	0.00	0.00	6/6/2025	001-29503-000	DFT0002184		6/6/2025	13,879.32	0.00	0.00	0.00	13,879.32	13,879.32
				13,879.32				Medicare	13,879.32					

Correction 5/9/25 - 6/6/25

Vendor History Report

Posting Date Range 05/09/2025 - 06/06/2025

Payable Number	Item Description	Description	Units	Price	Amount	Post Date	1099 Account Number	Payment Number	Account Name	Payment Date	Amount	Shipping Dist Amount	Tax	Discount	Net	Payment
INV00020223	Social Security	Social Security	0.00	0.00	1,156.98	6/6/2025	001-29505-000	DFT0002185	6/6/2025 Social Security	6/6/2025	1,156.98	0.00	0.00	0.00	1,156.98	1,156.98
INV00020224	Federal Income Tax w/h	Federal Income Tax w/held	0.00	0.00	48,622.87	6/6/2025	001-29501-000	DFT0002186	6/6/2025 Federal w/holding	6/6/2025	48,622.87	0.00	0.00	0.00	48,622.87	48,622.87
INV00020243	Medicare	Medicare	0.00	0.00	7,670.40	6/6/2025	001-29503-000	DFT0002188	6/6/2025 Medicare	6/6/2025	7,670.40	0.00	0.00	0.00	7,670.40	7,670.40
INV00020244	Social Security	Social Security	0.00	0.00	666.64	6/6/2025	001-29505-000	DFT0002189	6/6/2025 Social Security	6/6/2025	666.64	0.00	0.00	0.00	666.64	666.64
INV00020245	Federal Income Tax w/h	Federal Income Tax w/held	0.00	0.00	37,298.18	6/6/2025	001-29501-000	DFT0002190	6/6/2025 Federal w/holding	6/6/2025	37,298.18	0.00	0.00	0.00	37,298.18	37,298.18
INV00020248	Medicare	Medicare	0.00	0.00	3.96	5/9/2025	001-29503-000	DFT0002193	5/9/2025 Medicare	5/9/2025	3.96	0.00	0.00	0.00	3.96	3.96
INV00020249	Federal Income Tax w/h	Federal Income Tax w/held	0.00	0.00	16.32	6/6/2025	001-29501-000	DFT0002194	6/6/2025 Federal w/holding	6/6/2025	16.32	0.00	0.00	0.00	16.32	16.32
Vendors: (1) Total 01 - Storey County Vendors:											300,510.27	0.00	0.00	0.00	300,510.27	300,510.27
Vendors: (1) Report Total:											300,510.27	0.00	0.00	0.00	300,510.27	300,510.27

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

20250610 Date
Processed & Submitted to Treasurer by Comptroller Admin

Fed 16.32
Med 3.96

Approved By: 6-16-25 Date
Comptroller

See Below
Treasurer 6/11/25 Date

20.28

Done State



STOREY COUNTY

Check Register

Packet: APPKT07968 - 2025-06-13 AP Payments cw

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
407356	ACTALENT INC	06/13/2025	EFT	0.00	3,400.00	10745
404394	GTP ACQUISITION PARTNERS II LLC	06/13/2025	EFT	0.00	1,336.16	10746
406777	DOWL LLC	06/13/2025	EFT	0.00	3,526.25	10747
406777	DOWL LLC	06/13/2025	EFT	0.00	11,940.00	10748
406777	DOWL LLC	06/13/2025	EFT	0.00	1,500.00	10749
406777	DOWL LLC	06/13/2025	EFT	0.00	6,500.00	10750
406777	DOWL LLC	06/13/2025	EFT	0.00	415.00	10751
406777	DOWL LLC	06/13/2025	EFT	0.00	5,850.00	10752
406777	DOWL LLC	06/13/2025	EFT	0.00	6,515.90	10753
404671	PORTER GROUP LLC	06/13/2025	EFT	0.00	10,000.00	10754
400481	ALLISON, MACKENZIE, LTD	06/13/2025	Regular	0.00	770.00	117790
403795	ALPINE LOCK INC	06/13/2025	Regular	0.00	226.00	117791
100135	ALSCO INC	06/13/2025	Regular	0.00	85.75	117792
406619	AMAZON BUSINESS	06/13/2025	Regular	0.00	243.96	117793
401497	ANTINORO, GERALD	06/13/2025	Regular	0.00	1,067.43	117794
407195	WESTERN STATES FIRE PROTECTION	06/13/2025	Regular	0.00	150.00	117795
403651	ARC HEALTH AND WELLNESS	06/13/2025	Regular	0.00	75.00	117796
404420	ARCADIA PUBLISHING INC	06/13/2025	Regular	0.00	274.88	117797
405268	ARGENTUM PARTNERS, LTD	06/13/2025	Regular	0.00	5,000.00	117798
406683	SIERRA MEAT CO	06/13/2025	Regular	0.00	8,564.54	117799
407316	ARX PERIMETERS, LLC	06/13/2025	Regular	0.00	99,536.00	117800
403959	BENDER, DEBORAH	06/13/2025	Regular	0.00	120.00	117801
101605	SIERRA ELECTRONICS	06/13/2025	Regular	0.00	555.00	117802
405077	MACKAY MANSION	06/13/2025	Regular	0.00	585.00	117803
407387	NEVADA SYSTEM OF HIGHER EDUCATION	06/13/2025	Regular	0.00	5,000.00	117804
407385	BOWMAN CONSULTING GROUP	06/13/2025	Regular	0.00	25.00	117805
406408	BRADY INDUSTRIES OF NEVADA LLC	06/13/2025	Regular	0.00	254.32	117806
100471	MOUNDHOUSE TRUE VALUE HARDWARE	06/13/2025	Regular	0.00	66.81	117807
404634	SIX MILE CANYON MINI STORAGE	06/13/2025	Regular	0.00	60.00	117808
403671	THE WASHOE CLUB MUSEUM	06/13/2025	Regular	0.00	421.50	117809
403259	CALIFORNIA INDUSTRIAL RUBBER COMPANY	06/13/2025	Regular	0.00	72.91	117810
99763	CANYON GENERAL IMPROVEMENT INC	06/13/2025	Regular	0.00	1,492.30	117811
100475	CAPITAL CITY AUTO PARTS	06/13/2025	Regular	0.00	650.55	117812
404500	CARSON DODGE CHRYSLER INC	06/13/2025	Regular	0.00	5.60	117813
404216	CARSON VALLEY OIL CO	06/13/2025	Regular	0.00	7,397.10	117814
403775	CHARM-TEX	06/13/2025	Regular	0.00	578.60	117815
404798	CINTAS	06/13/2025	Regular	0.00	1,935.54	117816
100505	CITY OF CARSON TREASURER	06/13/2025	Regular	0.00	30.00	117817
405134	CMC TIRE INC	06/13/2025	Regular	0.00	15,359.46	117818
406406	COMSTOCK PROPANE	06/13/2025	Regular	0.00	265.96	117819
407386	COUSTE, DANNY	06/13/2025	Regular	0.00	25.00	117820
404466	FIRST CHOICE COFFEE SRV	06/13/2025	Regular	0.00	530.30	117821
406010	DEITZ MEDIA & MARKETING, LLC	06/13/2025	Regular	0.00	27,151.22	117822
406831	DREILING, DEREK CHARLES	06/13/2025	Regular	0.00	2,985.00	117823
403835	EWING IRRIGATION PRODUCTS, INC	06/13/2025	Regular	0.00	917.90	117824
404509	FASTENAL COMPANY	06/13/2025	Regular	0.00	1,744.80	117825
101485	FERGUSON ENTERPRISES INC	06/13/2025	Regular	0.00	657.75	117826
405969	FLEETPRIDE, INC	06/13/2025	Regular	0.00	133.58	117827
406817	FOLEY, HELEN A	06/13/2025	Regular	0.00	4,000.00	117828
100826	FOURTH WARD SCHOOL MUSEUM	06/13/2025	Regular	0.00	122,301.76	117829
407388	PACHECO PAINTING LLC	06/13/2025	Regular	0.00	3,000.00	117830
407074	GARDA CL SOUTHWEST INC	06/13/2025	Regular	0.00	331.72	117831
404640	GLADDING, EDWARD A.	06/13/2025	Regular	0.00	3,000.00	117832
103470	GREAT BASIN TERMITE & PEST CONTROL	06/13/2025	Regular	0.00	350.00	117833

Check Register

Packet: APPKT07968-2025-06-13 AP Payments cw

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
102983	USABUEBOOK	06/13/2025	Regular	0.00	1,835.46	117834
100978	INTERSTATE OIL CO	06/13/2025	Regular	0.00	3,505.39	117835
100885	IRON MOUNTAIN	06/13/2025	Regular	0.00	401.78	117836
405726	IT1 CONSULTING, LLC	06/13/2025	Regular	0.00	15,800.52	117837
403834	IT1 SOURCE LLC	06/13/2025	Regular	0.00	1,933.95	117838
406668	IWORQ SYSTEMS INC.	06/13/2025	Regular	0.00	7,000.00	117839
406405	IXOM WATERCARE, INC	06/13/2025	Regular	0.00	5,500.00	117840
103317	SILVER STATE INTERNATIONAL TRUCK	06/13/2025	Regular	0.00	213.75	117841
406428	J W WELDING SUPPLIES & TOOLS	06/13/2025	Regular	0.00	71.70	117842
406617	JOHN H BURROWS INC	06/13/2025	Regular	0.00	502.03	117843
405799	JOHNSON LAW PRACTICE PLLC	06/13/2025	Regular	0.00	1,922.50	117844
407382	JONES SIGN CO	06/13/2025	Regular	0.00	25.00	117845
407219	K7 CONSTRUCTION INC	06/13/2025	Regular	0.00	358,929.89	117846
406964	FIRE APPARATUS SOLUTIONS	06/13/2025	Regular	0.00	1,424.37	117847
101030	LIFE-ASSIST INC	06/13/2025	Regular	0.00	3,815.50	117848
404102	LIQUID BLUE EVENTS LLC	06/13/2025	Regular	0.00	2,000.00	117849
405548	LUMOS & ASSOCIATES, INC	06/13/2025	Regular	0.00	37,822.00	117850
404363	MA LABS INC	06/13/2025	Regular	0.00	194.18	117851
405307	THE TOMBSTONE COWBOYS/HELLD	06/13/2025	Regular	0.00	1,603.00	117852
102857	MICHAEL HOHL MOTOR CO	06/13/2025	Regular	0.00	296.88	117853
407384	MICHELS POWER INC	06/13/2025	Regular	0.00	75.00	117854
403096	MONARCH DIRECT LLC	06/13/2025	Regular	0.00	8.08	117855
406758	NAVIANT, INC	06/13/2025	Regular	0.00	6,858.75	117856
101226	NEV COMPTROLLER STE 5	06/13/2025	Regular	0.00	20,755.33	117857
403317	NEV DEPT PUBLIC SAFETY	06/13/2025	Regular	0.00	1,014.00	117858
103377	NEV DIV ENVIRONMENT PROTE	06/13/2025	Regular	0.00	2,567.00	117859
103377	NEV DIV ENVIRONMENT PROTE	06/13/2025	Regular	0.00	1,712.00	117860
103377	NEV DIV ENVIRONMENT PROTE	06/13/2025	Regular	0.00	1,000.00	117861
101026	NEV LEGISLATIVE COUNSEL	06/13/2025	Regular	0.00	322.83	117862
101269	NEVADA LEGAL SERVICES INC	06/13/2025	Regular	0.00	783.86	117863
403547	NUTRIEN AG SOLUTIONS, INC	06/13/2025	Regular	0.00	185.00	117864
99806	CONCENTRA MEDICAL CENTERS	06/13/2025	Regular	0.00	101.00	117865
102782	OFFICE DEPOT	06/13/2025	Regular	0.00	221.80	117866
406417	OOSOSHARP, LLC	06/13/2025	Regular	0.00	1,451.24	117867
405127	O'REILLY AUTO PARTS	06/13/2025	Regular	0.00	1,642.85	117868
406359	PACSTATES	06/13/2025	Regular	0.00	2,500.43	117869
407030	PACIFIC RECORDS MANAGEMENT/P	06/13/2025	Regular	0.00	391.39	117870
407241	PARSONS BEHLE & LATIMER	06/13/2025	Regular	0.00	1,955.70	117871
101825	PETERBILT TRUCK PARTS & EQUIPM	06/13/2025	Regular	0.00	66.06	117872
403895	WAY IT WAS MUSEUM	06/13/2025	Regular	0.00	176.00	117873
404629	PIASECKI, MELISSA MD PC	06/13/2025	Regular	0.00	400.00	117874
404837	PIPER'S OPERA HOUSE	06/13/2025	Regular	0.00	66.00	117875
403329	PROTECTION DEVICES INC	06/13/2025	Regular	0.00	589.85	117876
103221	PEBP	06/13/2025	Regular	0.00	2,322.33	117877
404969	RADCLIFFE PAINTING	06/13/2025	Regular	0.00	10,000.00	117878
404969	RADCLIFFE PAINTING	06/13/2025	Regular	0.00	15,000.00	117879
404863	REFUSE, INC	06/13/2025	Regular	0.00	657.90	117880
406629	REINSHAGEN-HERNANDEZ, OLIVIA	06/13/2025	Regular	0.00	520.00	117881
405777	RENO BRAKE, INC	06/13/2025	Regular	0.00	453.17	117882
407389	RIDDELL, JAMES & SANDRA	06/13/2025	Regular	0.00	935.32	117883
406378	ROADSAFE TRAFFIC SYSTEMS, INC.	06/13/2025	Regular	0.00	2,500.00	117884
200395	SAINT MARYS ARTCENTER INC	06/13/2025	Regular	0.00	42,872.50	117885
101568	SANI-HUT COMPANY INC	06/13/2025	Regular	0.00	305.00	117886
103241	SBC GLOBAL SERVICES IN LD	06/13/2025	Regular	0.00	93.09	117887
406778	SILVER STATE ANALYTICAL LABORAT	06/13/2025	Regular	0.00	1,363.00	117888
406776	SHAKESPEARE UNLIMITED	06/13/2025	Regular	0.00	76,249.27	117889
404187	SAWDUST TRAILS	06/13/2025	Regular	0.00	147.00	117890
102461	SIERRA CONTROLS LLC	06/13/2025	Regular	0.00	5,000.00	117891
102980	SIERRA FIRE PROTECTION LL	06/13/2025	Regular	0.00	233.00	117892
101632	SIERRA PEST CONTROL INC	06/13/2025	Regular	0.00	55.00	117893
406945	SILVER STATE JANITORIAL SERVICES	06/13/2025	Regular	0.00	120.00	117894

Check Register

Packet: APPKT07968-2025-06-13 AP Payments cw

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
406404	SNAP-ON INDUSTRIAL	06/13/2025	Regular	0.00	339.89	117895
101658	SPB UTILITY SERVICES INC	06/13/2025	Regular	0.00	4,958.00	117896
101717	ST CO SCHOOL DISTRICT	06/13/2025	Regular	0.00	711,333.31	117897
101745	ST CO WATER SYSTEM	06/13/2025	Regular	0.00	5,725.45	117898
405475	STAPLES BUSINESS ADVANTAGE	06/13/2025	Regular	0.00	246.49	117899
101229	OFFICE OF THE STATE CONTROLLER	06/13/2025	Regular	0.00	3,662,137.38	117900
101229	OFFICE OF THE STATE CONTROLLER	06/13/2025	Regular	0.00	10,864.00	117901
101229	OFFICE OF THE STATE CONTROLLER	06/13/2025	Regular	0.00	1,121.39	117902
102441	STOREY COUNTY SHERIFF	06/13/2025	Regular	0.00	125.00	117903
406494	ROY L STRALLA ATTORNEY AT LAW	06/13/2025	Regular	0.00	5,000.00	117904
403892	PONDEROSA MINE TOURS	06/13/2025	Regular	0.00	2,266.00	117905
407051	SUNRISE DISTRIBUTING LLC	06/13/2025	Regular	0.00	596.05	117906
405244	SUTTON HAGUE LAW CORP	06/13/2025	Regular	0.00	1,207.50	117907
407068	SYSCO SACRAMENTO INC	06/13/2025	Regular	0.00	849.91	117908
407383	TAHOE MINI CRANE	06/13/2025	Regular	0.00	25.00	117909
405185	THATCHER COMPANY OF NEVADA, I	06/13/2025	Regular	0.00	2,463.38	117910
404615	THE ANTOS AGENCY	06/13/2025	Regular	0.00	30,945.12	117911
103306	PURCHASE POWER	06/13/2025	Regular	0.00	6,043.75	117912
102311	THORNDAL ARMSTRONG PC	06/13/2025	Regular	0.00	1,282.50	117913
404030	TAHOE SIERRA DISTRIBUTING CO	06/13/2025	Regular	0.00	330.00	117914
406738	UBEO BUSINESS SERVICES	06/13/2025	Regular	0.00	825.30	117915
102195	ULINE	06/13/2025	Regular	0.00	389.13	117916
407142	UNIFIRST CORPORATION	06/13/2025	Regular	0.00	533.98	117917
102962	UNIFORMITY	06/13/2025	Regular	0.00	399.00	117918
406623	US FOODS INC	06/13/2025	Regular	0.00	7,519.76	117919
101845	US POSTOFFICE (VC)	06/13/2025	Regular	0.00	120.00	117920
404828	V & T ROCK, INC	06/13/2025	Regular	0.00	1,726.35	117921
403894	VIRGINIA & TRUCKEE RR CO, INC.	06/13/2025	Regular	0.00	440.00	117922
407092	WALKER'S OFFICE SOLUTIONS INC	06/13/2025	Regular	0.00	1,797.00	117923
405574	WASHOE COUNTY FORENSIC SCIENC	06/13/2025	Regular	0.00	871.00	117924
101920	WESTERN NEVADA SUPPLY CO	06/13/2025	Regular	0.00	21,592.68	117925
405794	WHARTON CONCRETE FORMING SU	06/13/2025	Regular	0.00	61.80	117926
103218	WHITE CAP, LP	06/13/2025	Regular	0.00	399.00	117927
404295	WELLS ONE COMMERCIAL CARD	06/13/2025	Bank Draft	0.00	52,607.40	DFT0002198

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	303	138	0.00	5,451,002.01
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	40	1	0.00	52,607.40
EFT's	12	10	0.00	50,983.31

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

Processed & Submitted to Treasurer by Comptroller Admin

Date

Approved By:

Comptroller

Treasurer

Date

Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	6/2025	5,554,592.72
			<u>5,554,592.72</u>



Board of Storey County Commissioners Agenda Action Report

Meeting date: 7/1/2025 10:00 AM -
BOCC Meeting

Estimate of Time Required: 30 min.

Agenda Item Type: Consent Agenda

- **Title:** Discussion and possible consideration authorizing international travel for Commissioner Mitchell to attend a NAIOP Commercial Real Estate Development Association conference in Toronto, Canada in accordance with Storey County Policy 004 and FY26 budgeted funds.
- **Recommended motion:** I (commissioner) motion to authorize international travel for Commissioner Mitchell to attend a NAIOP Commercial Real Estate Development Association conference in Toronto, Canada in accordance with Storey County Policy 004 and FY26 budgeted funds.
- **Prepared by:** Austin Osborne

Department: Commissioners

Contact Number: 775.847.0968

- **Staff Summary:** Storey County Policy 004 Section V(A)(2) states that travel outside of the continental United States requires Board of Commissioner approval when there is any cost incurred by the county. Sufficient funds for air travel and accommodation are budgeted in 101 Commissioners for FY26. The county has been involved with NAIOP which facilitates opportunities in economic development, and elevates the commercial real estate development industry by providing advocacy, education, research and connections to foster business opportunities.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **Legal review required:** TRUE
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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

**STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES**

NUMBER: 004
EFFECTIVE: 9/18/07
REVISED: 02/20/18-06/19/18
AUTHORITY: BOC
COUNTY MANAGER: ___PAW_

SUBJECT: TRAVEL POLICY

I. PURPOSE: To establish uniform guidelines for payment of travel expenses incurred by County employees while on County business.

II. DEFINITIONS

1. Employee: County employees including elected, appointed, unclassified, classified, permanent, part-time, seasonal, hourly, and quasi-employees.
2. Quasi-employees: Members of boards, and commissions, and all other persons providing services in an official capacity, to the county, with or without compensation, including volunteers in the public safety sector. Expenses for this category of employee must be pre-approved by the responsible department head or County Manager.
3. Travel: Any trip outside the county by a county employee in the course of performing their duties, and within the county's TRI Center or Lockwood area.
4. Per Diem: The amount of funds allowed to employees traveling as noted (#3) while on County business to cover meals or other out-of-pocket expenses.

III. POLICY

- A. The county recognizes that certain travel and related expenses incurred on behalf of the county by its employees are of benefit to the county. The county will pay for employees reasonable and customary expenses associated with such travel. Travel shall be at the most reasonable and economical cost to the county, considering total cost of transportation, time spent in transit, and the availability of county vehicles.
- B. Employees should endeavor to attend training and conferences in the State of Nevada whenever possible if such training or conference is of comparable value to that offered out of state. Expenses incurred under this policy shall be consistent with the best interest of the county and its desire to minimize travel costs.

IV. CONDITIONS

- A. All employees traveling on county business, including attendance at training sessions, seminars, conventions, professional associations and any emergency travel, must comply with the provisions of this policy. Abuse of this policy, including falsification of travel expenses, will result in disciplinary action, up to and including termination.
- B. Any personal travel and associated expenses incurred in conjunction with approved travel on county business must be separate and distinguishable from official, reimbursable county travel expenses. While it is not the intent of the county to pay for personal travel expenses, in the rare exception this should happen, reimbursement is required within 5 business days after returning to work.

V. PROCEDURES

A. Authorization to Travel

- 1. All employee travel must be approved by their department head. Employees may travel within the continental United States as long as funds are available within the applicable budget to cover travel costs. Travel by department heads must be authorized by the County Manager and travel by elected officials is self-authorized. There must be reserved funds in the department budget for the travel.
- 2. Travel outside of the continental United States requires Board of Commissioner approval when there is any cost incurred by the county.
- 3. During times of budgetary constraint, the Comptroller with concurrence by the County Manager may place restrictions on out-of-state travel, long distance travel, and travel necessitating overnight stay.

B. Travel Forms

1. Travel Expense Claims Form

A Travel Expense Claim Form (Form F004-A) must be submitted with the employee's timesheet for that period to the Comptroller's office for all travel-related advances or reimbursements. The department head must verify that the request conforms to this policy before it is submitted to the Comptroller's office. The Travel Expense Request Form will be processed through the Comptroller's office. Applicable original receipts, registration forms, brochures, and/or event agendas must be attached to the Travel Expense Claim Form and submitted 5 business days from return from travel. Volunteers must submit a voucher with required backup. If these documents

are not available, the employee/volunteer must complete Form F004-B Unavailable Backup Documentation Form.

2. Unavailable Backup Documentation Form

An Unavailable Backup Documentation Form is required to detail travel when no original documents are available. A narrative description of the event, the name of the sponsor, the date(s) of the event, costs, location and purpose must be attached to the Travel Expense Claim Form (Form F004A) described in paragraph (1) above. The Travel Expense Claim Form (Form F004A) must be submitted no later than 5 business days after the end of the month.

C. Travel Advance

1. Travel costs for per diem typically include meals and ground transportation. Hotel and air travel must be paid in advance using the department's purchase card in accordance with this policy, except when this requirement is waived by the Comptroller under extenuating circumstances.

Advance for travel must be requested on the Travel Expense Claim Form (Form F004A) and submitted by the employee to the department head. The department head, if approved by him/her, will submit the form to the Comptroller for consideration.

2. Travel Advance requests are subject to approval by the Comptroller. The Comptroller may approve travel advances when there are extenuating circumstances warranting this method of payment (e.g., when the employee does not have a county purchase card and/or when the employee is unable to pay for expenses before submitting a request for reimbursement). The Comptroller may for any reason and without explanation deny any travel advance request.
3. All money advanced to an employee to pay for travel expenses constitutes a lien in favor of the county upon the accrued wages or accrued benefit payments of the employee to whom the advance was made. NRS 245.062(4).
4. Requests for advance funds must be submitted to the Comptroller's office no less than 10 business days before travel to assure timely accounts payable processing. The amount allowed is subject to review and approval by the department head or County Manager.
5. Receipts accounting for all travel expenses for which per-diem was made must be presented to the Comptroller's office on a Travel Expense Claim Form (Form F004A) within 5 business days after the employee's return from travel. Failure to submit the request for reimbursement within 5 business days may result in the denial of reimbursement for expenses exceeding the amount provided in the travel advance, and may result in the employee forfeiting

funds provided to the employee for the travel advance (see subsection 3 above).

6. Advances not expended from the travel advance must be deposited with the Treasurer's office within 5 business days of returning from travel and a copy of the Treasurer's Receipt must be submitted to the Comptroller's office with all backup documentation attached.

VI. ELIGIBLE & INELIGIBLE EXPENDITURES:

- A. Generally, eligible expenditures are those actual travel-related costs incurred by an employee as a result of performing county business. Travel costs typically include meals, transportation, sleeping accommodations, event registration and fees, etc.

B. Registration Fees

Fees to attend a conference, seminar, convention, training, etc. may be paid in advance by regular voucher through accounts payable process or paid on-site with a county purchase card. Request for payment after-the-fact must be submitted to the Comptroller's office for payment with documentation no later than 5 business days from the return from travel or the function.

C. Transportation Costs

Actual costs of transportation, such as air travel, bus travel, train travel, taxi, Uber, car rentals, and parking fees, are eligible under this policy.

1. Airline Travel - All air travel shall be by coach class except under extenuating circumstances that are approved by the Comptroller and/or County Manager. Efforts should be made to book air travel at least 30 days in advance to take advantage of lower rates.
2. Other Transportation – The employee must use economically oriented transportation as practicable. Alternative means of personal transportation such as Zip Cars, E-Bikes, and other urban ride-share modes of transportation are also eligible under this policy. Limousines, private air and other luxury transportation modes are to be avoided except under extenuating circumstances that are approved by the Comptroller and/or the County Manager. Rental of exotic vehicles (e.g., Hummer, Bentley, Lotus, Ferrari, and similar class of vehicle.) is not eligible under this policy.

D. Lodging Costs

The actual costs of hotel or motel accommodations are eligible per this policy. Prepayment 30 days or more in advance should be made whenever possible.

Costs such as phone calls, food, drink, and other costs not related to business charged to the room should be paid separately by the employee upon check-out as to better differentiate business and non-business expenses. These Non-business related costs are not reimbursable. No reimbursement will be made without receipts. The hotel receipt received at check-out must be turned into the Comptroller's office within 5 business days of the travel. Lodging expense is payable on a vouchers payable form.

If a family member or guest accompanies the employee, the employee is responsible for payment for the amount over that of a single accommodation.

E. Meals and Food Related Expenses:

1. General Meal Expenses

- a. The employee will be reimbursed for meal expenses in accordance with this section. No per diem meal allowance will be allowed for any meals that are provided by some other entity, person or group while the employee is on travel stats, including, for instance, sponsor or event provided meals and airline meals as designated on the airline ticket. Event schedule should and may be required to be submitted for verification. The Comptroller may require the employee to submit receipts for meals regardless of whether they are paid thorough travel advance, reimbursement, or with a purchase card.
- b. **Option A: Standard Per Diem Reimbursement Rate:** The following standard reimbursement rates are maximums, not allowances. The employee may, instead, follow the steps in paragraph (c) to calculate the per diem when traveling. The employee may use Option A or B per diem amount whether or not Option B shows to be a lower or higher amount.

Breakfast	\$15.00
Lunch	\$16.00
Dinner	\$28.00
Gratuity	Up to 20 percent per meal.
TOTAL	59.00 + gratuity (20% max.)

- c. **Option B: General Services Agency Per Diem Reimbursement Schedule:** The following standard reimbursement rates are maximums, not allowances. The employee may, instead, choose to follow the standard per diem rates shown in paragraph (b). The employee may use Option A or Option B per diem amounts whether or not the other option shows a higher or lower amount.

The steps to find the GSA per diem rate are as follows:

- i. Visit www.gsa.gov/perdiem and navigate to Meals and Incidental Expenses (M&IE) Breakdown.
- ii. On the provided map, click the location where you will be traveling.
- iii. Find the total “M&IE” in the chart for the city/region where you will be traveling.
- iv. Using that “M&IE” amount and using the table provided below, find the exact or closest listed M&IE amount in the first column. The corresponding row is the total per diem amount for each meal and for the daily total.

Table 4.1 M&IE Breakdown					
M&IE Total	Breakfast	Lunch	Dinner	Incidental	Total Meal Expense Reimbursement Cap
\$51	\$11	\$12	\$23	\$5	\$38.25
\$54	\$12	\$13	\$24	\$5	\$40.50
\$59	\$13	\$15	\$26	\$5	\$44.25
\$64	\$15	\$16	\$28	\$5	\$48.00
\$69	\$16	\$17	\$31	\$5	\$51.75
\$74	\$17	\$18	\$34	\$5	\$55.50

2. Business-Related Meals:

- a. A meal for the employee and one or more employees or non-employees is reimbursable as a business-related meal when the principal purpose of the combined business and meal was the active conduct of business and when all members of the party receiving the county-paid meal were actively engaged in business and business-related discussion, negotiations, or other business transactions during a majority of the meal

period, and when that business and business-related discussion generated specific business benefit to the county. If the business discussion is only incidental to the meal, the expense is not eligible.

- b. A meal for the employee and one or more employees or non-employees is also reimbursable as a business-related meal when the meal was associated with the active conduct of county business, such as when the meal occurred directly before or directly after a substantial business discussion that resulted in specific business benefit to the county. Among the facts to consider is the place, date, and duration of the business discussion, and the reasons that the meal did not take place on the same day of the business discussion. For example, when a group of business associates arrive from out-of-county to hold a substantial business discussion and the county employee takes them to dinner on the evening before the business discussion, or on the evening of the day following the business discussion, the meal expense is generally considered to be held directly before or after the discussion and the expense meets the test.
- c. Business-related meals are not subject to the per diem limitations above, but limits may be imposed by the County Manager.
- d. Business-related meals may only be reimbursed for county department heads, the County Manager, and elected officials, unless specific approval is provided by the department head and the County Manager.

3. Other Food Related Expenses

- a. Provided funds are available, reasonable costs for food items in the following situations are allowable expenses as approved by the department head and County Manager.
 - Scheduled executive meal time meetings as departmental budget allows.
 - Refreshments for county or business-related meetings.
 - Food for appropriate county ceremonies and celebrations.
 - Refreshments for county employees and attendees at training sessions or staff meetings.
 - Food and beverages for emergency response crews as approved by department head.
- b. A voucher must be submitted for payment with the date and description of the activity, name of the event, and for whom food was provided with receipts and invoices applicable.

F. Ineligible Expenses

1. Include, but are not limited to, the following:
 - Airline club membership;
 - Childcare, babysitting, house-sitting, and pet-sitting/kennel charges.
 - Commuting between home and the primary work location;
 - Vehicle expense for commuting between home and the event, airport, etc., except that which exceeds the miles of the employee's normal home-to-work commute, including return home, in his/her personal vehicle;
 - Cost incurred by traveler's failure to cancel travel or hotel reservations in a timely fashion, unless the needed cancellation was beyond the control of the employee;
 - Passports, vaccinations, and visas when not required as a specific and necessary condition of the travel assignment;
 - Personal entertainment expenses including in-flight movies, headsets, health club facilities, hotel pay-per-view movies, in-theater movies, social activities, and related incidental costs;
 - Travel accident insurance premiums or purchase of additional travel insurance;
 - Alcoholic beverages except as related to a business-related meal expense pursuant to Section (E)(2) in this policy and approved by the County Manager;
 - Tobacco and vaping related products;
 - Laundry and cleaning;
 - Valet services except when no reasonable alternative vehicle parking exists and when approved by the department head, Comptroller, or County Manager;
 - Personal telephone calls;
 - Business-class and first-class travel accommodations when coach-class is available;
 - Meals and lodging if included in registration fee or otherwise provided;
 - Clothing;
 - Fines, forfeitures or penalties;
 - Rental vehicles for local business trips/meetings;
 - Rental vehicle for personal use while on county business;
 - Expenses of a spouse or other non-employee;
 - Loss or damage to personal property;
 - Barber, beauty parlor, shoe shine or toiletries;
 - Telephone deposits;
 - Other personal or non-business related expenses.

G. Use of Personal Vehicle

Reimbursement will be at the IRS allowed mileage rate in effect January 1 of each year.

1. Mileage to the Reno-Tahoe Airport will be reimbursed based on 30 miles (from Virginia City to the Airport).
2. Mileage will be reimbursed for business related trips to Carson City and Reno, based on 17 miles from Virginia City to Carson City, and 32 miles from Virginia City to Reno.
3. County vehicles should be used, when available, before the use of private vehicles. When using a personal vehicle for county business, the employee's personal insurance provides primary coverage. The county's insurance provides no coverage on the employee's vehicle. If a personal vehicle is used as personal preference when a county vehicle is available, mileage will be reimbursed at 50%, per state statute number 281.160 (3).
4. Reimbursement is to be requested on the Travel Expense Claim Form. (Form F004-A). The claim form should be filled out as completely as possible, with back-up information. Odometer readings are not required.
5. Only meals and mileage are reimbursable on a Travel Expense Claim Form (Form F004-A).

H. Use of County Vehicles

1. Unless otherwise authorized by the County Manager or department head, only County employees are authorized to drive county-owned vehicles.

I. Use of Rental Vehicles

1. The expense of a rental vehicle will be reimbursed when rented for business necessity, not personal convenience. Payment for rental vehicles must be made using a County issued credit or procurement card whenever possible for insurance purposes. If use of a personal credit card is approved on an exception basis, the rental agreement must clearly be signed "on behalf of Storey County". Failure to do so may expose an employee to added personal liability in the event of accidents.

J. Local Travel/Business Expenses

1. An employee may obtain reimbursement for actual expenses incurred in conducting business within the County at the Tahoe Reno Industrial Center, and Lockwood area.
2. A person seeking reimbursement under this section shall submit a Travel Expense Claim form along with receipts, meeting information, etc. and authorized signatures.

K. Use of County Credit and Procurement Cards

1. Employees may use County credit or procurement cards to pay for necessary travel expenses. Use of a credit card is to be authorized by the department head, elected official or County Manager.
2. Cash advances on these cards are prohibited.
3. Each Department Head/Elected Official is responsible for the use of cards issued to their employees. Each department will be responsible for paying from their budget the expenses so incurred.
4. Employees using cards must retain and submit, by standard claim form, receipts for all expenses charged to the card within five business days following return to work. Any disallowed charges are the responsibility of the employee and shall immediately be paid to the County.
5. On occasion, vendors will charge the card before services are actually received. To avoid payment of finance charges, when ordering by card, the vendor should be asked when the charge will be assessed to the card and if it is before the receipt of services, the charge should be submitted to the Auditor's Office for payment.
6. The use of a credit/procurement card is a privilege, not a right. Abuse of the use of these cards may result in disciplinary action up to and including termination. Attached form (C) must be read and signed before card is issued to an employee/department head.

L. Use of Personal Credit Cards

1. Use of personal credit cards to pay for county expenditures is not acceptable. To the extent possible, travel should be paid for in advance by procurement card or by a requested travel advance.

M. EXCEPTIONS:

The County Commission may authorize an exception to any provision of this policy so long as it does not conflict with any Federal, State or County law.

VII. RESPONSIBILITY FOR REVIEW: This policy will be reviewed every 5 years or a necessary by the County Manager's Office.



Board of Storey County Commissioners Agenda Action Report

Meeting date: 7/1/2025 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Presentation by Milt Stewart, Chief Executive Officer, Nevadaworks, on workforce development programs and regional impact.
- **Recommended motion:** Discussion only.
- **Prepared by:** Lara Mather

Department: Business Development

Contact Number: 7758470986

- **Staff Summary:** The CEO of Nevada Works will give a brief presentation on the organization's mission, key programs, and regional impact. As the designated Workforce Development Board for Northern Nevada, Nevada Works oversees funding and coordination of job training initiatives to support both job seekers and employers.
- **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: 7/1/2025 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15

Agenda Item Type: Discussion/Possible Action

- **Title:** Ed James, General Manager for CWSD, will present the 2025 Carson River Floodplain Management Plan (CRFMP) for county adoption. Previous iterations were adopted by Churchill County in 2008, 2013, and 2018. The presentation will describe the plan goals, objectives, and strategic actions. The update was a multi-year process that included several meetings with various floodplain administrators in the watershed and other interested stakeholders, interviews of county staff and other stakeholders like Nevada Division of Water Resources (NDWR). Comments were solicited and incorporated into the final plan. See link to Plan and Appendices. See <https://www.cwsd.org/floodplain-management/> to view plan.

- **Recommended motion:** I (commissioner) Motion to re-adopt the Carson River Floodplain Management Plan with 2025 update.

- **Prepared by:** Kathy Canfield

Department: Planning

Contact Number: 775-847-1144

- **Staff Summary:** See presentation
- **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: 7/1/2025 10:00 AM -
BOCC Meeting

Estimate of Time Required: 20 mins

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of modification and extension of Collective Bargaining Agreement Between Storey County (Employer) and the Storey County Employees Association AFSCME Local 4041 Comstock Chapter (Union).
- **Recommended motion:** In accordance with the recommendation by staff and the tentative agreement between Storey County (Employer) and the Storey County Employees Association AFSCME Local 4041 Comstock Chapter (Union), I [commissioner] hereby motion to approve the 2025-2028 Collective Bargaining Agreement between the parties.
- **Prepared by:** Brandie Lopez

Department: HR

Contact Number: 775-847-0968

- **Staff Summary:** Pursuant to NRS 288 and Article 54 of the Bargaining Agreement between the Employer and the Union, the existing 2022-2025 Agreement is proposed by management to the Board of Commissioners be modified as tentatively agreed between the parties.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **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

AGREEMENT
BETWEEN
STOREY COUNTY, NEVADA
AND
COMSTOCK CHAPTER, AFSCME LOCAL 4041
JULY 1, 2025 – JUNE 30, 2028

PREAMBLE

This Agreement is made and entered into this 1st day of July, 2025, at Virginia City, Nevada, pursuant to the provisions of the Nevada Revised Statutes, by and between the Storey County Board of Commissioners in the County of Storey, Nevada, a County Government, hereinafter referred to as the Employer, and the Storey County Employee's Association AFSCME Local Union Comstock Chapter, hereinafter referred to as the Union.

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

TABLE OF CONTENTS

• TITLE PAGE	1
• PREAMBLE	2
• CONTENTS	2
• ARTICLE 1. RECOGNITION	3
• ARTICLE 2. SUPERVISOR EXCLUSION	4
• ARTICLE 3. DEFINITIONS	4
• ARTICLE 4. ELIGIBILITY FOR BENEFITS	6
• ARTICLE 5. RIGHT TO ORGANIZE.....	6
• ARTICLE 6. INFORMATION REQUEST	6
• ARTICLE 7. UNION BUSINESS	6
• ARTICLE 8. UNION USE OF BUILDINGS	6
• ARTICLE 9. NOTIFICATION TO THE UNION OF NEW EMPLOYEES & CHANGES TO COUNTY CODES / ADMINISTRATIVE POLICIES	7
• ARTICLE 10. ESTABLISHMENT OF NEW CLASSIFICATION.....	7
• ARTICLE 11. RELEASE TIME FOR NEGOTIATION/GRIEVANCE COMMITTEE	7
• ARTICLE 12. EXCLUSIVE RIGHTS OF THE UNION.....	7
• ARTICLE 13. PAYROLL DEDUCTIONS	7
• ARTICLE 14. MANAGEMENT RIGHTS	8
• ARTICLE 15. AUTOMATIC PAYROLL DEPOSIT PROGRAM.....	9
• ARTICLE 16. NON-DISCRIMINATION.....	9
• ARTICLE 17. JOB CLASSIFICATIONS AND PAY PRACTICES	9
• ARTICLE 18. ACTING PAY.....	12
• ARTICLE 19. MERIT INCREASE	12
• ARTICLE 20. RECLASSIFICATION.....	13
• ARTICLE 21. COST OF LIVING ADJUSTMENT.....	14
• ARTICLE 22. HOURS OF WORK	14
• ARTICLE 23. OVERTIME COMPENSATION	17
• ARTICLE 24. CALL BACK.....	18
• ARTICLE 25. STANDBY	18
• ARTICLE 26. VACATION (ANNUAL LEAVE)	19
• ARTICLE 27. SICK LEAVE & BEREAVEMENT LEAVE.....	20
• ARTICLE 28. CATASTROPHIC SICK LEAVE.....	24
• ARTICLE 29. LEAVES OF ABSENCE.....	26
• ARTICLE 30. SERVICE CONNECTED DISABILITY	28
• ARTICLE 31. LEAVE FOR CIVIC DUTIES.....	29

• ARTICLE 32. MILITARY LEAVE.....	30
• ARTICLE 33. HOLIDAYS.....	30
• ARTICLE 34. MILESTONE PAY.....	32
• ARTICLE 35. BENEFITS INSURANCE.....	32
• ARTICLE 36. RETIREMENT.....	33
• ARTICLE 37. PAY & EXPENSE FOR EDUCATION, TRAINING, & LICENSING	33
• ARTICLE 38. UNIFORM ALLOWANCE.....	35
• ARTICLE 39. SENIORITY.....	36
• ARTICLE 40. LAYOFF & RECALL AFTER LAYOFF.....	37
• ARTICLE 41. FILLING OF VACANCIES.....	39
• ARTICLE 42. INVOLUNTARY TRANSFERS.....	39
• ARTICLE 43. PERSONNEL RECORDS.....	39
• ARTICLE 44. DISCIPLINE & DISCHARGE.....	40
• ARTICLE 45. GRIEVANCE PROCEDURES.....	41
• ARTICLE 46. POLYGRAPH EXAMINATIONS.....	46
• ARTICLE 47. EMERGENCY CLOSURE.....	46
• ARTICLE 48. PREVAILING RIGHTS.....	46
• ARTICLE 49. PRIVATIZATION/SUBCONTRACTING.....	47
• ARTICLE 50. DISTRIBUTION OF COMPENSATION DUE A DECEASED EMPLOYEE.....	47
• ARTICLE 51. MISCELLANEOUS.....	47
• ARTICLE 52. REOPENER.....	47
• ARTICLE 53. RESERVED.....	47
• ARTICLE 54. SUCCESSOR CLAUSE.....	47
• ARTICLE 55. NO STRIKE / NO LOCKOUT.....	48
• ARTICLE 56. SAVINGS CLAUSE.....	48
• ARTICLE 57. DURATION OF AGREEMENT.....	48
• APPENDIX A CLASSIFICATION PLAN FOR NON-EXEMPT AFSCME COMSTOCK CHAPTER EMPLOYEES & PAY SCHEDULE...	49
• APPENDIX B MEMBERSHIP CARD.....	54
• APPENDIX C UNION DUES ENROLLMENT FORM.....	56

ARTICLE 1. RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining agent for all employees in the job classifications listed in Appendix A attached hereto. The Union is divided into the following two bargaining units for the purposes of this agreement.

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

The Employer agrees not to recognize or bargain with any other organization purporting to represent the members of the bargaining unit for as long as the Union remains eligible for recognition as an employee organization.

ARTICLE 2. SUPERVISOR EXCLUSION

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

ARTICLE 3. DEFINITIONS

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

1. "Anniversary Date" means the date on which the employee starts work as indicated in writing in an offer of employment, is reclassified or promoted to a new job classification, or a less than 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, is not an Anniversary Date.
2. "Confidential Employee" means an employee occupying a position which by the nature of its duties has access to decisions of management affecting employee relations and has been designated confidential by the HR Director with concurrence of the County Manager. In addition, it includes any employee occupying the County Manager's Office, Human Resources, and the Comptroller's Office. Confidential employees are not covered by this Agreement.
3. "Department Head" means an appointed or elected official directly responsible to the County Manager and his/her designee, or the electorate for the overall administration of a department.
4. "Supervisor" means an employee who is responsible for directing the work of other employees. The immediate supervisor is the person to whom the employee directly reports, and from which is provided direction regarding work.
5. "Regular Full-Time Employee" means an employee who has been retained in a regular position after completion of the probationary period, and whose regular workweek consists of at least 40 hours and whose work year includes at least 2,080 hours in a 12- month period. This definition shall be construed throughout the contract to mean that a full-time work week consists of at least 40 hours.
6. New Hired and Promoted Employee Evaluation Periods

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

- a. The new hire probation period pursuant to this agreement is 12 months
- b. Newly hired probationary employees are eligible to join the union upon hire, however, they will remain employed "at-will" and are excluded from the coverage of this agreement for the duration of their new hire probationary period. They may be laid off or discharged from employment during this period for any reason with or without cause. After successfully completing the new hire probationary period, the employee shall be deemed to be a regular employee and subject to this

agreement and shall acquire seniority from his/her first date of hire.

- c. A probationary employee who transfers laterally within the same classification (e.g., Admin. II in one department to Admin. II in another department) must serve the remainder of the new-hire probationary period assigned to him/her upon hire.
 - d. A regular employee who is promoted to a position in a higher classification shall serve a “trial period” of 12 months in the new position. A probationary employee who is promoted to a position in a higher classification shall serve a “trial period” of 12 months in the new position and must concurrently complete the remainder of his/her new hire probation period. During the “trial period”, the regular employee is not considered probationary; however, regular employees and probationary employees completing the remainder of their probation period must demonstrate satisfactory ability to carry out the duties of the position to which promoted. Unless the promoted employee is dismissed from employment for cause, the employee who failed the “trial period” in the new position will be restored to his/her previous classification or an equivalent classification if the previously held position is unavailable.
 - e. An employee who is demoted to a lower classification is not required to serve a “trial period” for that position.
 - f. An employee who previously worked in an union eligible position, left the position for a non-represented position, and returns to a represented position which they have never held must serve a new probationary period. An employee in an at-will position who has never worked in an union eligible position must serve a new probationary period.
- 7. Temporary, Intermittent, Casual, and Seasonal positions are excluded from the coverage of this Agreement.
 - 8. “Base Rate of Pay” means the amount of pay the employee is designated to receive within the pay range for the employee’s classification, excluding any additional types of pay, as demonstrated in Appendix A.
 - 9. “Regular Rate of Pay” means the employee’s base rate of pay plus other additional pay for which the employee’s specific assignment may entitle him/her.
 - 10. “Regularly Scheduled Shift” means the shift created by the department that is the same schedule for at least 30 days.
 - 11. “Recall” means the procedure under the provisions of Article 40 of this agreement for the return of employees who have been laid off from employment.
 - 12. “Reinstatement” means restoring of a regular employee to his/her previous position under the provisions of Article 40 of this agreement.
 - 13. “Work Week” means 7 consecutive periods of 24 hours which may begin on any day and at any hour of the day. “Working Week” shall have the same meaning.
 - 14. “Workday” means a period of 24 consecutive hours which begins when the employee begins work. “Working Day” shall have the same meaning.
 - 15. “Timecard” is a record used to track the hours worked by an employee during a specific period and is used to calculate pay, monitor attendance, and ensure proper compensation for the time worked. “Timecards” can be physical (paper forms) or digital (using time-

tracking software or systems).

ARTICLE 4. ELIGIBILITY FOR BENEFITS

The rights and benefits provided herein shall be accorded to all regular full-time employees. The term of any probationary period shall be credited for the purposes of determining annual leave, sick leave, merit salary increases, promotional rights, and insurance eligibility.

ARTICLE 5. RIGHT TO ORGANIZE

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

ARTICLE 6. INFORMATION REQUEST

The Union may request, in writing, reasonable information concerning any subject matter included in the scope of mandatory bargaining necessary for and relevant to collective bargaining, or necessary for the administration or application of this Agreement. Within 5 business days, the Employer will provide the Union available documents applicable to its request or a written statement explaining why the records are unavailable or when they will be available and provided to the Union.

ARTICLE 7. UNION BUSINESS

Union business will comply with NRS 288. Representatives of the Union and its affiliates will be permitted to transact Union business on County property, provided that this shall not disrupt normal work. Union business may only be conducted during non-work time, such as before work and after work, during breaks and/or lunchtime. Union business may only be conducted in common areas and/or designated employee break areas. Designated representatives of the Union shall be allowed to receive telephone calls or other communications concerning Union business at any time during working hours. The Union shall have the right to use the interoffice mail for Union business. County email may be used internally to conduct Union business but shall be limited to all parties to this Agreement and subject to established County policies. The Union may post notices involving Union business in the location(s) and manner(s) as mutually agreed upon.

ARTICLE 8. UNION USE OF BUILDINGS

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

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

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

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

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

ARTICLE 10. ESTABLISHMENT OF NEW CLASSIFICATION

Non-exempt positions, under the Federal Fair Labor Standards Act, that are newly created and/or added within the County during the term of this contract will be deemed as union eligible and will be added to the annexed list of classifications (Appendix A). Confidential positions as defined in Article 3 are exempt from this requirement.

ARTICLE 11. RELEASE TIME FOR NEGOTIATION/GRIEVANCE COMMITTEES

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

ARTICLE 12. EXCLUSIVE RIGHTS OF THE UNION

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

ARTICLE 13. PAYROLL DEDUCTIONS

1. The Employer agrees to deduct biweekly dues in the amount certified to be current by the Treasurer of the Union from the pay of those who individually authorize on the AFSCME Membership Card (Appendix B) that such deductions be made. The election of payment of dues by payroll deduction can only be changed or revoked by the employee with written permission from the employee to the Treasurer of the Union and the Comptroller's Office. The Employer will not honor any blanket request by the Union for payroll deductions.

2. The written authorization for payroll deduction of dues shall remain in full force and effect during the term of this Agreement and shall clearly state the following terms and conditions under which it may be revoked:
 - a. The individual employees may revoke a request that dues be deducted by submitting written notice to the Union and Payroll Office. The revocation is effective on a date determined by the Payroll Office, but not later than thirty (30) days after the date upon which the Payroll Office receives written notice from the employee.
 - b. The total amount of deductions shall be remitted by the Employer to the Treasurer of the Union by either a check via U.S. Mail or an ACH payment as soon as reasonably possible after the end of each biweekly pay period. The Employer will provide a list either by hard copy or disc of the names of the individual employees for whom dues are remitted.
 - c. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. All other legal and required deductions have priority over Union dues.
 - d. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits, and all other forms of liability which might arise out of or by reason of any action taken or not taken by the Employer pursuant to the provisions of this Article.
3. Monthly Dues for the AFSCME Local 4041 are as follows:
 - a. Probationary employees' dues shall be .5% of base pay each pay period.
 - b. Regular full-time employees' dues shall be 1% of base pay for each pay period.

ARTICLE 14. MANAGEMENT RIGHTS

1. Those subject matters which are not within the scope of mandatory bargaining, and which are reserved to the Employer without negotiation include the following:
 - a. The right to hire, direct, assign, or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
 - b. The right to reduce in force or lay-off any employee because of lack of work or lack of money, subject to NRS 288.
 - c. The right to determine:
 1. Appropriate staffing levels and work performance standards, except for safety considerations;
 2. The content of the workday, including without limitation workload factors, except for safety considerations;
 3. The quality and quantity of services to be offered to the public; and

4. The means and methods of offering those services.
 - d. The right to require each employee to demonstrate positive attitude and progressive action through the display of professionalism, courtesy, tact, punctuality, attendance, and discretion in all interactions with coworkers, supervisors, and the public; use common sense and discretion; remain safe, socially moral, lawful, affective, adaptive, and efficient while performing the duties of his/her job.
 - e. Safety of the public.
2. Notwithstanding the provisions of this Agreement, the Employer is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster or civil disorder. Those actions may include the suspension of this Agreement for the duration of the emergency. Any actions taken under the provisions of this subsection must not be construed as a failure to negotiate in good faith.
3. The Employer shall have the ultimate right and responsibility to manage its operation in the most efficient manner consistent with the best interests of all of its citizens, taxpayers, and employees.
4. The Employer may discuss but is not required to negotiate subject matters enumerated in subsection (1) of this Article which are outside the scope of mandatory bargaining.
5. The retention of these rights does not preclude any employee from filing a grievance or seeking a review of the exercise of these rights.

ARTICLE 15. AUTOMATIC PAYROLL DEPOSIT PROGRAM

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

ARTICLE 16. NON-DISCRIMINATION

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

ARTICLE 17: JOB CLASSIFICATIONS and PAY PRACTICES

1. Pay Practices

The job classes and corresponding rates of pay shown in Appendix A have been established by adoption of this Agreement.

The rate of pay for each class that is a non-exempt position under the Federal Fair Labor Standards Act (FLSA), shall be a biweekly rate of pay which is a step in the range assigned to the job classification. Any change in the job classification or rates of pay for job classification shall be subject to negotiations.

When payment is to be made for a period of less than a two-week time period, the bi-weekly rate of pay shall be converted to an hourly rate and the amount of compensation due to the employee shall be computed based on the number of hours worked using the hourly rate. The hourly rate for regular full-time employees is based on a forty (40) hour workweek.

Pay periods for employees are paid on a bi-weekly basis. The standard established workweek for employees begins at 12:01 a.m. on Monday and ends at 12:00 midnight on the following Sunday. Alternate pay periods may be established by mutual agreement of the employee and the department head, and with the approval of the HR Director and notification to the Payroll office.

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

2. Time Reporting

Recording hours worked and/or leave time taken by employees is necessary to provide an accurate basis for preparing paychecks, to ensure compliance with federal and state laws, and to maintain an effective and efficient cost accounting system.

All employees are responsible for accurately completing their own daily timecards by clocking in and out on the digital platform each workday. Employees must record all hours worked and all hours taken as leave including sick, vacation, or other leave approved.

The employee and the employee's supervisor or his/her designee must approve the digital time sheet before the Payroll office's most current deadline. A supervisor may correct the digital timecard if in receipt of signed paper correction or timecard. If the supervisor believes that the employee has completed their timesheet in error, the supervisor may update the timecard, make notations in daily note section and have the employee reapprove it or the supervisor may reject the timecard and send it back for the employee's updates. The supervisor should discuss the matter with the employee.

3. Incentive Pay

Incentive pay is provided for specified extra duties performed by employees. Incentive pay is subject to the approval of the department head and the HR Director, and it may be denied or revoked anytime, with documentation, when the department head finds that the employee is not fulfilling the duties and functions applicable to the incentive pay roles. For calculation purposes, incentive pay is based on base pay.

- a. **Bilingual Pay.** Upon recommendation of the department head and approval by the HR Director, employees are eligible to receive bilingual pay in the amount of 2.5 percent of their base pay provided that the following criteria in this subsection are

met. The employee may make the request directly to the HR Director if s/he demonstrates valid evidence that such a request was made to the department head. The decision to provide bilingual pay is subject to approval of the HR Director, including with recommendation by the department head.

- i. The employee's assigned duties must require them to communicate in a second language at least approximately 15 percent of their work time; and
 - ii. As a prerequisite to receiving bilingual pay, the employee must demonstrate written and/or verbal fluency in the second language. If there is uncertainty as to whether the employee is fluent in the second language, the Employer may, at the discretion of the HR Director, require an employee to demonstrate fluency in the second language by successfully passing a qualified bilingual proficiency exam. The examination chosen will be as mutually agreed by the Employer and Union.
- b. **TAC Differential.** A Union eligible employee who is assigned as the Terminal Agency Coordinator (TAC) will receive 2.5 percent differential pay added to his/her base pay for the entire duration that the employee is assigned as the TAC. No more than two employees in any department may receive TAC differential at any given time. In addition to the TAC assignment, up to two (2) Union eligible employees will receive 1.5 percent differential pay added to his/her base pay for the entire duration that the employee is assigned as the ATAC (Assistant Terminal Agency Coordinator).
- c. **Field Training Officer (FTO) Pay.** An employee in the Communications series, and no other employee, who is designated by his/her supervisor to perform the duties of a field training officer (FTO) shall receive an additional 5 percent base pay for all hours actually spent functioning as an FTO. The employee is determined to be functioning as a FTO when s/he is assigned to and actively engaged in training another employee to perform specific duties applicable to the job and is recording the progress of that trainee for reporting to the department head (e.g., completion of a "Daily Observation Report [DOR]" for the Communications series). Subject to approval of the HR Director, the department head shall have the discretion to make the FTO assignment and to remove someone from such assignment.
- d. **Commercial Driver License (CDL) Public Works.** Public Works employees in the buildings and grounds and water and sewer classifications who possess and maintain a Commercial Driver License, and who regularly upon call-to-duty drive commercial vehicles for the Public Works Department (including snowplows and other CDL-related equipment) shall receive an additional 5 percent incentive pay.
- e. **Commercial Driver License (CDL) VCTC.** Virginia City Tourism Commission (VCTC) employees who possess and maintain a Commercial Driver License "B" Endorsement (passenger vehicles), and who regularly upon call-to-duty drive commercial passenger vehicles for the VCTC shall receive an additional 5 percent incentive pay.

- f. **Water and Sewer Treatment Certification.** Public Works employees in the buildings and grounds and service classifications who possess and maintain a Treatment I certification, and in the roads classification who possess and maintain a Treatment II certification for water/sewer treatment, and who regularly respond to duty including after regular hours (e.g., engage in on-call weekend rotation water and sewer plant duties) shall receive an additional 5 percent incentive pay.
- g. A 5% incentive will be awarded upon the approval of the department head and HR Director when a classification only requires one certification and the employee obtains and maintains two or more certifications, in different disciplines, for their job classification, thus making them dual certified in different disciplines.

ARTICLE 18. ACTING PAY

Employees may be required to temporarily assume the majority of the duties of a higher-level class. This is a short-term remedy when temporary replacement is required for an incumbent of a position who is not available to perform the duties of the position, such as during extended absence, or when there is a vacant position in a higher class requiring the temporary assignment of duties prior to filling the position. The employee will be provided acting pay when the duration of the assignment is 3 consecutive workdays or longer, whether the consecutive days worked is regularly scheduled, not regularly scheduled, or includes overtime worked.

The amount of acting pay is 5 percent of the acting employee's base rate of pay, and the acting pay applies to the entire duration of the assignment including the initial 3-day period above. Acting pay will be paid retroactively to the first day of the assignment, provided that the conditions listed in this article are met.

The employee may not be assigned to the higher-level class duties for more than 6 consecutive months unless specifically approved by the HR Director, who may extend the assignment for not more than an additional 6 months.

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

ARTICLE 19. MERIT INCREASE

Employees who maintain a performance evaluation of standard or better are eligible to receive merit increase in pay. There are 10 steps in the salary range for each job classification. Performance review procedures are pursuant to the Performance Review Policy for Storey County. Peer- and self-evaluations shall not be considered in evaluating an employee's performance for purposes of this Article. All merit increases are subject to the final approval of the HR Director.

1. Upon each successive employee anniversary date, on the recommendation of the appointing authority, annual merit increases shall be granted to the employee in recognition of receiving the following overall performance ratings of duties assigned to his/her position:

- a. An overall Below Expectation performance rating shall not be granted a step advancement;
 - b. A three and one-half percent (3.5%) one-step pay increase in recognition of an overall Meets or Exceeds Expectations performance rating for a maximum of 10 merit steps.
2. Merit increases not granted: If a merit increase is not granted at time of eligibility, the supervisor shall inform the employee in writing and state the reason(s) upon which the decision was based and provide a prescribed remedy in-writing to improve the employee's performance. If within 6 months the employee has corrected the deficiency as evidenced by a formal employee evaluation form, the merit salary increase will be granted and paid from that date. The employee's anniversary date will not change. At the employee's request, at least 2 meetings involving the employee, department head, HR Director, and a representative of the employee's choosing will be held prior to the expiration of the 6-month period. The intervals will be as agreed in writing by the employee and the HR Director.
3. If an employee has not been evaluated within 30 days following his/her anniversary date, a merit increase will be granted retroactive to the anniversary date.
4. Either party to this agreement may request this Article be reopened during the course of this agreement to negotiate incorporating language to adjust the performance evaluation and merit increase processes explained herein.

ARTICLE 20. RECLASSIFICATION

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

1. When a department head believes that the duties of an existing position have changed to the extent they no longer fit within its assigned class or no longer conform to changes of the organization (or department), the duties of the position will be reviewed and, if appropriate, the position may be reclassified to the appropriate class.

Reclassification of a position shall not be undertaken as a substitute for discipline or hiring practices, nor to effect a change in salary or wages in the absence of a significant change in assigned duties and responsibilities.
2. An employee may submit a written request to the department head requesting a reclassification study of a position if s/he believes that the position's specifications, duties, and responsibilities have changed, both in number and variety, as to cause a significant and permanent workload increase. The department head shall submit the request to the HR Director for review. In the event that the department head fails or refuses to submit the employee's request to the HR Director within 30 days of receipt, the employee may submit the written request directly to the HR Director.
3. The HR Director will determine if the position requested to be studied will be reclassified to a new class.

4. A change in a position's class does not constitute the sole basis for determining whether the employee in the reclassified position will also be assigned to the new position.
 - a. The decision to reclassify a position shall be made by the HR Director with the concurrence of the County Manager.
 - b. The decision to place the current employee in the new class of the position shall be based upon the qualifications and job performance of the employee.

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

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

ARTICLE 21. COST OF LIVING ADJUSTMENT

Each union eligible employee shall receive a Cost-of-Living Adjustment (COLA) increase equal to:

- 1.625% for the first year of this contract, 2025-2026;
- 2% for the second year of this contract, 2026-2027; and
- 3% for the third year of this contract, 2027-2028.

These increases will be effective on the first day of the first full pay period in July.

If there is a PERS increase during the term of this contract, the said increase will be shared equally between union eligible employees in accordance with NRS 286.421 (3) (a) (1). The union eligible employee's portion will be covered by reducing agreed upon COLA increase by 50% of the PERS increase.

ARTICLE 22. HOURS OF WORK

A. Regularly Scheduled Shift

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

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

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

- a. Employees working a 5-day, 40-hour week (designated 5/40) shall work 8 hours per shift for 5 shifts within the workweek and shall receive 2 consecutive 24-hour periods off.
 - b. The department head may authorize employees to work 4-day, 40-hour weeks (designated 4/40). Employees working 4-day, 40-hour weeks (designated 4/40) shall work 10 hours per shift for 4 shifts within the workweek, and shall receive 3, 24-hour periods off, of which 2, 24-hour periods must be consecutive.
 - c. The department head may schedule employees to an alternative work schedule and workweek when appropriate and in accordance with NRS 281. If the department head chooses to schedule employees to an alternative work schedule, the affected employees must sign an alternative work schedule agreement. All schedules are subject to the approval of the HR Director.
2. Any changes to an employee's permanent regularly scheduled workweek shall require a 30-day notice to the employee, with the exception of a drastic change in workload or if the change in schedule is mutually agreed upon by both the employee and the department head.
 3. Subject to the provisions of NRS 288.150, nothing herein shall be construed to limit the authority of the County to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies.

B. Shift Differential Pay

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

1. Swing shift begins at 6:00 p.m. and ends at 11:59 p.m.
2. Graveyard shift begins at 12:00 a.m. and ends at 5:59 a.m.
3. Shift differential pay is calculated from the employee's base rate of pay.
4. Overtime worked within the shift differential period counts as time worked for determining eligibility for shift differential pay.
5. Non-Communications series employees receive shift differential pay for all hours worked after 6:00 p.m. and before 6:00 a.m.
6. Communications series employees receive shift differential pay as follows:
 - a. Swing shift – One dollar seventy-five cents (\$ 1.75) per hour for all hours worked on Swing shift.
 - i. Swing Shift is a scheduled regular or scheduled overtime shift which must include the entire hour of 1900-2000 hours.

- b. Graveyard shift –Two dollars (\$2.00) per hour for all hours worked on Graveyard shift.
 - i. Graveyard shift is a scheduled regular or scheduled overtime shift which must include the entire hour of 0100-0200 hours.
- c. Overtime worked within shift differential period counts as time worked for determining eligibility pay.

No shift differential pay is provided during times when the employee is absent from work while taking sick or annual leave, holiday (not worked) leave, or other leave with pay or without pay, even though the employee during those times may be assigned to a shift that qualifies for the differential. No shift differential will be paid for standby hours.

C. Rest and Meal Periods

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

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

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

Work shall be scheduled in a manner which allows employees, except Communications series employees, rest periods and meal periods. The department head, in a manner which allows maximum public access to County services, shall schedule rest and meal periods. Provided employees receive the rest periods and lunch periods to which they are entitled, schedules and lengths of rest and meal periods may be adjusted from time to time to meet the needs of individual

employees and to respond to changes in department workload. All schedules are subject to the approval of the HR Director.

Employees working in the Communication series and who have signed a waiver of lunch breaks are excluded from this Article as it pertains to meal periods unless stated otherwise.

ARTICLE 23. OVERTIME COMPENSATION

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

If an employee receives a duty-related telephone call during non-duty hours from a supervisor, or at the request of a supervisor, at the start of the 6th minute, the employee shall receive a minimum of 15 minutes of paid work time. If the time worked extends beyond 15 minutes, the paid work time shall be rounded to the nearest 15-minute increment. This provision is intended to apply to a situation where it is necessary to obtain information from the employee regarding a work situation. It is not intended to apply to calls on matters such as requests to work overtime, or directives given to the employee to report to work, or other reporting instructions.

Overtime will be earned in increments of one-quarter (1/4) hours of time worked. Overtime shall be paid for hours worked, except as provided by under call back pay.

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

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

Compensatory Time for Scheduled Overtime:

Regular scheduled overtime is not eligible to be converted to compensatory time ("comp-time"). An example of regular scheduled overtime is a regularly scheduled 84-hour work period (14 days) resulting in 4 hours of overtime for the work period (14 days). Overtime earned as shift coverage is eligible to be converted to compensatory time.

Non-Communications Series Employees:

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

Communications Series Employees:

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

Compensatory Time

Alternatively, overtime may be compensated at the rate of 1.5 hours of compensatory-time-off ("comp-time") for each hour of overtime worked. Employees may not accrue more than 120 hours of comp-time in a year, which will run from December 1, through November 30. Comp-time balance shall be paid-out at the rate it was earned on the first full payroll period in December of each year. The employee must give at least 14 days of notice to the department head before taking comp-time off work. Time taken off from work is subject to approval by the department head.

ARTICLE 24. CALL BACK

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

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

ARTICLE 25. STANDBY

Due to staff limitations, it may be necessary for the department head to issue written assignments to employees to be on standby, to handle overtime work which may arise during other than normal working hours. Standby is defined as the time by which an employee is required, as demonstrated in writing or corresponding documentation, to be prepared to accept notice to return to work via telephone, electronic device, or other means, and remain within 90 minutes of drive time to the work site.

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

An Employee shall receive \$4.25 for every hour s/he is in standby status or \$6.00 for every hour s/he is in standby status on a holiday.

When an employee commences performance of his/her regular duties after receiving notice to return to work, s/he ceases to be on standby status and qualifies for straight-time or overtime pay, whichever is applicable, for the actual time worked. Upon completion of the work, s/he returns to standby status for the remainder of the time s/he is directed to be available to work as described in the first paragraph of this Article.

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

ARTICLE 26. VACATION (ANNUAL LEAVE)

1. Annual Leave Accrual

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

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

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

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

2. Annual Leave Use and Payout

- a. Annual leave hours taken are subject to staffing requirements. An employee will be paid at his/her regular hourly rate for each hour of annual leave time taken. Annual

leave taken during a biweekly period is charged before annual leave earned during that pay period is credited.

- b. Holidays as defined by Article 33 Holiday Pay occurring within the annual leave period will not be counted against annual leave hours.
- c. Annual leave preferences will be granted in order of seniority. For purposes of this section, seniority is determined by Article 39 Seniority.

Employees shall request annual leave by providing a minimum of 14 calendar days of notice to the department head. An exception to this 14-day requirement may be granted by the department head after considering the circumstances that warrant such exception and the convenience and conventionality of the department.

- d. Payout for Excessive Annual Leave: Each year on December 1 of the current year employees with more than 200 hours of unused annual leave may submit a written request, signed by the department head or the HR Director, to receive a payout of up to 60 hours. Payment will be at the employees' current base rate of pay and will be processed on the last payday of December of the same year. If the employee does not request pay out, the balance will remain the same and will not exceed 240 hours as stipulated in 1.g. of this Article.

3. Annual Leave Compensation at and After Termination

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

Years of Service	Max Hours
Less than 5 years	240
5 years but less than 10 years	320
10 years and more	340

ARTICLE 27. SICK LEAVE & BEREAVEMENT LEAVE

A. Accrual and Use of Sick Leave

1. Accrual of Sick Leave

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

- a. All eligible full-time employees will accrue sick leave at the rate of 0.0577 hours per each regularly scheduled hour worked or on paid status. Sick leave is not accrued for any other hours.

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

2. Use of Sick Leave

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

- a. His/her own physical illness or injury;
- b. His/her own exposure to contagious diseases or when attendance at work is prevented by public health requirements;
- c. The need to care for an ill or injured dependent child, spouse or domestic partner, parent, or any other legal dependent who is dependent upon the employee for support;
- d. Medical or dental appointments for the employee, dependent child, spouse or domestic partner, parent, or any other legal dependent who is dependent upon the employee for support, provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the workday;
- e. Any disability.
- f. Death of the employee's spouse or domestic partner, children, parents, siblings, grandparents, grandchildren, parents-in-law, siblings-in-law, or other legal dependents; however, the automatic granting of sick leave for this situation shall be limited to five working days, which may be extended upon the recommendation of the department head and approval of the HR Director.

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

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

3. Abuse of sick leave

Use of sick leave for purposes other than those listed in this Article is considered abuse of sick leave. Abuse of sick leave is cause for disciplinary action, up to and including termination. If the

employer suspects abuse, it may require substantiating evidence which may include, but is not limited to, a certificate from a health care provider.

4. Illness during Annual Leave

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

5. Placing an employee on Sick Leave

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

6. Return to work

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

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

7. Sick Leave alternative

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

8. Donation of accrued Sick Leave

Employees may donate their accrued sick leave to those employees that do not have adequate accrued sick leave as provided for in Article 28 Catastrophic Sick Leave. Employees may also donate sick leave directly to County employees under other union contracts and to County employees who are unrepresented.

9. Sick Leave at separation

Upon termination of employment, other than for just cause, an employee who has accrued a minimum of 360 hours of sick leave shall be compensated for his/her total accrued sick leave hours at the rates and maximums shown in the following table.

Years of service	Rate of Pay	Maximum Payout
5 but less than 10	12.5 cents on the dollar	\$6,000 cash OR \$8,000 towards purchase of PERS
10 but less than 15	25 cents on the dollar	\$8,000 cash OR \$10,000 towards purchase of PERS
15 but less than 20	40 cents on the dollar	\$10,000 cash OR \$12,000 towards purchase of PERS
20 + years	60 cents on the dollar	\$30,000 cash OR towards purchase of PERS

B. Procedure

1. Leave Approval

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

2. Notification

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

3. Doctor's Certification

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

4. FMLA Leave

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

5. Bereavement Leave

Bereavement leave shall be granted to any regular full-time employee who must be absent from work upon the death of and/or to attend the funeral of a family member within the third degree of consanguinity or affinity, up to a maximum of 3 scheduled shifts of bereavement leave per each occurrence, and shall not be charged to the employee's accumulated sick leave or other accrued leave. Bereavement leave in excess of 3 scheduled shifts may be charged to accumulated sick leave upon the recommendation of the department head and HR Director. The employee may use annual leave after accrued sick leave is exhausted.

ARTICLE 28. CATASTROPHIC SICK LEAVE

1. Key Definitions

- a. “Catastrophe” means the employee is unable to perform the duties of his/her position or a modified duty assignment because of a serious illness or injury which is life threatening, which requires in-patient care at a medical facility, or which renders an employee bedridden at home in lengthy convalescence. The illness or injury cannot be a result of the employee’s gross criminal conduct.
- b. “Bedridden” means limiting an individual’s ambulatory state to home allowing attention to in-home personal care needs, attend physicians’ appointments, and receiving necessary medical treatment related to their catastrophic illness.
- c. “Life Threatening” means a condition which is diagnosed by a physician as creating a substantial risk of death.
- d. “Lengthy Convalescence” means a period of disability which the attending physician determines will exceed six (6) weeks.

2. Request for Catastrophic Leave

- a. Catastrophic Leave may not be used when the subject of the catastrophe is a member of the employee’s family. Catastrophic leave is limited to catastrophes which befall the employee.
- b. An employee may not receive any leave from the Catastrophic Leave account until s/he has used all his/her accrued annual, sick, and other paid leave.
- c. An employee who is himself/herself affected by a catastrophe as defined in subsection (1) may request in writing that a specified number of hours of catastrophic leave be granted.
- d. The request form will be made available at the Human Resources office and must be completed by the employee, except in cases where an employee is unable to do so.
- e. The maximum number of hours that may be granted to an employee shall be four hundred and eighty (480) hours per rolling calendar year. Any requests for an exception to this limit must be reviewed and approved by the County Manager, the HR Director, and the Union President if the employee is a represented member of the Union.
- f. An employee may not receive any hours from the catastrophic leave account until s/he has worked for the County for at least two (2) years and has made the minimum annual contribution to the catastrophic leave account.
- g. An employee who receives donated hours is entitled to payment for the leave at a rate no greater than his/her own rate of pay.

- h. A request for catastrophic leave, inclusive of exceptions to the aforementioned, must be approved by the HR Director and the Union President if the employee is a represented member of the Union.
- 3. The minimum annual contribution to the catastrophic leave account shall be eight (8) hours per rolling calendar year. An employee must have a combined balance of at least two hundred and forty (240) hours of sick and annual leave on the books to contribute to the account.
- 4. Any hours of annual or sick leave that have been transferred from an employee's account to the catastrophic leave account may not be returned or restored to that employee. This section does not prevent the employee from receiving leave pursuant to section (2) of this Article.
- 5. All employees of the county who are eligible to use sick leave, whether or not the positions they occupy are part of the Storey County Employee's Association, AFSCME, may use the leave from the catastrophic leave account and/or donate to this account, subject to the remaining requirements set forth in this Article, unless such employees are covered by another bargaining unit's collective bargaining agreement.
- 6. Donated time will be converted to a dollar amount based upon the donating employee's current base hourly rate of pay. When an employee is granted use of catastrophic leave, the employee's current base hourly rate of pay by the total number of hours granted.
- 7. Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used:
 - a. The HR Director or his/her designee shall review the status of the catastrophe of the employee and determine when the catastrophe no longer exists, based on appropriate medical documentation.
 - b. The HR Director or his/her designee shall not grant any hours of leave from the catastrophic leave account after the catastrophe ceases to exist, or the employee who is receiving the leave resigns or his/her employment with the County is terminated.
 - c. Any leave which is received from the catastrophic leave account which was not used at the time the catastrophe ceases to exist or upon the resignation or termination of the employment of the employee must be returned to the catastrophic leave account.
- 8. Maintenance of Records on Catastrophic Leave. Records will be maintained by the Payroll Department under the direction of the Comptroller. The Union may request in writing information concerning the use of the catastrophic leave account provided that any request for medical information be accompanied by a written release signed by the affected employee(s).
- 9. Substantiation of Catastrophe. The HR Director or his/her designee may require written

substantiation of the catastrophe and expected duration by a physician of his/her choosing. The physician shall be of equal or greater qualification as the treating physician. The cost of such written substantiation shall be borne by the Employer. Visits to the physician shall be on County time.

10. Employee to Employee Donations:

- a. An employee who fails to qualify for catastrophic leave pursuant to the requirements set forth in subsection (f) above may receive Catastrophic Leave if eligible employees independently contribute a designated number of hours in eight (8) hour increments to the non-qualifying employee's specific Catastrophic event. The receipt of such Catastrophic Leave shall be subject to the remaining requirements set forth in this Article.
- b. Annual and sick leave will be transferred at the rate of one (1) hour for one (1) hour credit donated consistent with the provisions of NRS 245.

ARTICLE 29. LEAVES OF ABSENCE

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

1. In all cases, the County's Family and Medical Leave Act (FMLA) shall apply as a minimum, if applicable.
2. Leaves of absence with pay may be granted for medical purposes. Use of accrued sick leave (leave with pay) may be approved as provided in Article 27. Upon exhausting accrued sick leave, an employee may request a medical leave without pay.
3. The HR Director may grant a leave of absence without pay for:
 - a. Medical leaves of absence without pay may be granted in cases of sickness, injury, pregnancy, childbirth or adoption. Medical/disability leaves of absence may be granted for a justifiable period of time up to ninety (90) calendar days. Extensions may be granted for a maximum of 6 months.
 - b. Personal leaves of absence without pay for purposes other than medical/disability may be granted by the HR Director for exceptional circumstances and conditions.
 - 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 5 workdays. An employee who requests a leave of absence for a personal emergency or similar purposes is not required to exhaust vacation time prior to the leave. Whether the reason for the leave of absence requires prior use of accrued vacation shall be at the discretion of the HR Director. However, in all cases where a leave in excess of 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 6 months.

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

- a. Time spent on an unpaid leave of absence of over 30 calendar days will not be counted as time employed in determining an employee's eligibility for benefits that accrue on the basis of length of employment.
- b. An employee on an unpaid leave of absence of over 30 calendar days shall not be entitled to receive Employer-paid group insurance premiums but is entitled to assume the premium payments if the insurance policy allows. The employee must agree in writing to assume the premium payment.
- c. Upon notifying the Employer 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 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. Employees seeking leave of absence are required to:
 - 1. Notify the department head in writing as far as possible in advance of the need for a leave of absence.
 - 2. Obtain and complete an Absence Request form and submit it to the department head who will forward the request to the HR Director for approval.
 - 3. Provide support documentation such as a physician's written statement, military orders, adoption papers, etc., if applicable.
 - 4. If approved during the leave, maintain contact with the department head. Notify the HR Director regarding prognosis and/or possible return date at earliest possible date of intended date of return.
 - 5. If an extension of leave of absence becomes necessary, a written request must be submitted to the HR Director prior to the expiration of the leave of absence.
 - 6. The HR Director will review and act upon a request for leave of absence in consideration of the following factors:
 - a. The purpose for which the leave is requested;
 - b. The length of time the employee will be away; and

- c. The effect that leave will have on the ability of the department to carry out its responsibilities.
7. The department head will ensure that a properly coded time sheet is submitted bi-weekly to the payroll department during the duration of the approved leave.
8. The department head may approve up to 24 hours of leave to an employee for emergency leave, without loss of any accrued time.

ARTICLE 30. SERVICE CONNECTED DISABILITY

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

1. In the event an employee is absent from work due to a service-connected disability, approved pursuant to NRS 616 or 617, a supplemental amount from the County which would cause the total amount received by the employee from the service-connected disability and the County to equal his/her salary at the time of his/her disability. The supplemental compensation will start from the first day of absence or illness but shall not exceed 60 calendar days for the same incident. During this period, the employee shall not forfeit any accrued sick leave. Successful completion of the probationary period is required in order to qualify for supplemental compensation from the County.
2. It is the intent of the County to pay on-the-job injured employees (as outlined in this section) the difference between full biweekly wages and that provided pursuant to NRS 616 and 617 covering the period enumerated in Section 1 of this Article. No supplemental benefits shall be paid until after the employee's lost-time benefit check has been deposited with the County Treasurer.
3. If an employee who is entitled to disability compensation has not completed his/her probationary period, or if an employee who has received supplemental compensation for the maximum 60 calendar days is unable to return to work, s/he may elect to utilize accrued sick leave, during which period the employee shall receive compensation from the County as provided by NRS 281.390. If the employee is receiving no compensation for time missed from work through the workers' compensation program, the employee must use leave benefits to fully account for any absence.
4. When accrued sick leave has expired, if the employee is still unable to work and the employee is receiving compensation for time missed from work 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 616 or 617 and the employee will be placed on leave without pay status. However, through written justification to the HR Director, exceptions to this Article may be approved by the County Manager.
5. As a result of a licensed physician's evaluation and prognosis, it appears that the employee will not return to his/her regular County job within a 12-month period, the County may

require a medical separation. Medical separation appeals of employees covered by this Agreement shall be handled in accordance with the procedures set forth in Article 45 Grievance Procedures.

ARTICLE 31. LEAVE FOR CIVIC DUTIES

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

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

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

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

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

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

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

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

ARTICLE 32. MILITARY LEAVE

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

Employees may choose to use accrued annual leave before taking leave without pay. The Employer cannot require that annual leave or other personal leave be used. Employees returning from military leave are entitled to any benefits determined by seniority that they had when their leave began and to any benefits which would have accrued had they remained continuously employed. This includes, for example, merit step and seniority. The Employer shall count the years of military leave as if they were years of actual work to determine the accrual rate of annual and sick leave and to determine the rate of pay if the rates are based on seniority. Employees do not accrue annual and sick leave while on military leave unless other employees, including those outside of the bargaining unit, are allowed to do so.

This Article recognizes that the USERRA and NRS 281.145 governing paid military leave provide hours to the employee equivalent to 15 working days of paid military leave in a 12-month period beginning January 1 and ending December 31 of each year (i.e., the calendar year). This Article recognizes that 15 days means 15 regularly scheduled shifts regardless of the number of hours in a regular shift. The Employer recognizes that the applicable regulations intend to provide “hours” equivalent to 15 “workdays” and, therefore, fractions of days taken are deducted in hour increments. An employee whose work schedule includes Saturday or Sunday is entitled to the number of hours equivalent to twenty-four (24) working days in a twelve-month period.

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

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

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

ARTICLE 33. HOLIDAY PAY

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

New Year's Day (January 1st)

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

President's Day (Third Monday in February)

Memorial Day (Last Monday in May)

Juneteenth (June 19)

Independence Day (July 4th)

Labor Day (First Monday in September)
Nevada Day (Last Friday in October)
Veterans Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Day after Thanksgiving (Friday following the Fourth Thursday in November)
Christmas Day (December 25th)
Any day appointed by the President of the United States as a recognized federal holiday, except Columbus Day.

- a. If a holiday falls on a Saturday, the preceding Friday becomes the observed holiday.
- b. If a holiday falls on a Sunday, the following Monday becomes the observed holiday.
- c. For departments that work 24/7 schedules (Communications) all holidays will be observed on the actual holiday.

One floating holiday per calendar year to be pre-approved by the department head.

2. Holiday compensation for days worked.

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

- a. Holidays worked during regular shift. An employee required to work his/her regularly scheduled shift during a recognized holiday shall receive their regular pay PLUS additional payment of holiday compensation computed at 1.5 the base-rate for the regularly scheduled shift, the combined total being 2.5 compensation.
- b. Holidays worked while on overtime. An employee required to work overtime on a recognized holiday shall receive overtime compensation computed at 1.5 of regular rate of pay for the overtime worked pursuant to Article 23 Overtime Compensation, PLUS holiday pay at 1.0 times the base rate, the combined total being 2.5 compensation.
- c. Employees in the Communications series shall receive holiday pay and/or overtime holiday pay, as applicable, for hours worked on the actual holiday, regardless of the day of the week the holiday is observed.

3. Holiday compensation for days not worked.

- a. Employees who are not required to work on a recognized holiday shall receive holiday compensation equivalent to one (1) regularly scheduled shift.

4. Pay status. In order to receive holiday compensation, an employee must be in pay status

immediately before and after the holiday.

5. Holiday bank time pursuant to subsection 3 of this Article will be paid to an employee upon separation for any reason except for a reduction in force with less than two weeks of notice.

ARTICLE 34. MILESTONE PAY

Employees shall receive years of service milestone disbursement according to years of service with Storey County, in the following amounts:

Five (5) years	\$3,000
Ten (10) years	\$6,000
Fifteen (15) years	\$9,000
Twenty (20) years	\$12,000
Twenty-five (25) years	\$15,000
Thirty (30) years	\$18,000

Payments will be made within 30 days of the employee reaching their specific milestone.

ARTICLE 35. BENEFITS INSURANCE

1. Full-time regular employees are eligible to enroll in the group health insurance plan effective the first month following 30 days of employment.
2. Full-time employee premiums. The employer agrees to pay 100 percent of the monthly premiums for health insurance (to include hospitalization, major medical, dental, and vision) for regular full-time employees.
3. Employer agrees to pay \$30,000 in Life and Accidental Death and Dismemberment (AD&D) for regular full-time employees for the term of this agreement.
4. Dependent and spouse premiums:

For regular full-time employees, the employer agrees to pay 100 percent of the monthly premiums for health insurance (to include hospitalization, major medical, dental, and vision) for the employee's dependents (up to age 26) and 100 percent for the employee's spouse who is not eligible for any other health insurance or Medicare Part A or B coverage.

Effective May 1, 2012, if the employee's spouse is eligible for any other health insurance coverage, the employee may choose to cover his/her spouse on employer's plan for a charge equal to 50 percent of the cost of the spouse's coverage.

Each employee shall electronically submit an annual certification, using a county-provided affidavit, to the HR Office stating whether his/her spouse is eligible for any other health insurance coverage.

5. Sick Leave HSA/Premium Contribution – Employees may utilize up to 40 hours of his/her accrued sick leave to be utilized as an HSA contribution in a calendar year provided that the

employee has 240 hours of sick leave in their bank at the time of contribution. This election opportunity takes place twice annually in the second full pay period in June and December. Signed requests must be submitted to the Comptroller's office on the Monday of payroll week. Total annual contributions cannot exceed the limits outlined in law.

6. In the event that the bargaining unit of the Storey County Sheriff's Office, and/or any other collective bargaining unit recognized by the employer, negotiates a higher level of spousal and/or dependent coverage than is provided in this Article, or that said level of coverage is offered to any employees excluded from coverage by collective bargaining agreement (with exception of those subject to statutory requirements), the union under this agreement will negotiate this Article. The Storey County Fire Protection District is a separate local government, is not recognized by Storey County for this reason, and therefore is not subject to this article.
7. As allowed by law and without federal penalties to the Employer, an employee may opt out of Employer-paid health insurance coverage and accordingly may receive 50 percent of the premium that the Employer would have paid for employee only coverage, not to exceed \$450 per month. Premium percentage will be paid to the employee via payroll once per month and will be considered taxable income. Employee opt-out may only be done once per year during the open-enrollment period. Any employee opting out of health benefits coverage must electronically submit an annual certification using a County provided affidavit stating that the employee and his/her tax-family (e.g., spouse and dependents) will maintain minimum essential health coverage, other than coverage purchased in the individual market and Medicare, as required by the Affordable Care Act.
8. The Employer shall allow one representative from the Union to communicate with the Employer and participate in a representative advisory role with the Employer in decision making pertaining to changes to employee health benefits, including medical, dental, and vision.

ARTICLE 36. RETIREMENT

1. Retirement contributions. The Employer will pay retirement contributions for employees covered under this Agreement as required by NRS 286. No provision of this Article shall be deemed to waive any provision of NRS Chapter 286 in respect to "Early Retirement."
2. Health insurance subsidy. The Employer shall offer retirees, as defined under NRS Chapter 286, the option to continue coverage as required under NRS Chapter 287. Payment shall be made by the Employer regardless of the insurance provider elected by the retiree to provide coverage. However, the Employer's responsibility for payment shall be capped at the amount that the Employer would be required to pay if the retiree elected coverage with the insurance provider designated under the Public Employees' Benefits Program (PEBP).

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

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

1. Required Education.

- a. Training and education which is required for the employee to maintain his/her licenses, certifications, credentials, and qualifications for his/her current job classification, and/or which are necessary to advance through his/her current job-classification series, shall be paid for by the Employer and shall not be subject to the following subsections of this Article. All training and education shall be subject to the approval of the department head. Expenses paid by the Employer shall include textbooks and other materials required for the training and education. The employee shall receive their regular rate of pay during training and education which takes place during the 40-hour workweek period and otherwise as required by the federal Fair Labor Standards Act (FLSA).

2. Discretionary Education.

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

- a. The training must be related to the required skill or education for the employee's current position or to a logical career path related to the employee's current position or department with the Employer.
- b. Only a regular full-time employee after his/her probation period is eligible for reimbursement under this Article. Further eligibility may be determined by the department head and the HR Director.
- c. The Employer may provide up to three thousand dollars (\$3,000) education assistance to the employee for each fiscal year. There will be no reimbursement if the costs are assumed by any other institution, scholarship, or grant-in-aid. The employee is responsible for providing proof that s/he completed the course with a minimum grade of "B" eighty percent (80%). If the course is of a nature such that no grade is given (i.e., pass or fail), the employee must provide to the Employer a certificate of completion or other official documentation showing satisfactory passage of the course.
- d. Education assistance shall include tuition, course fees, and required textbooks. Other items such as required calculators and lab tools may also be reimbursed in accordance with this section when approved by the department head. While courses must normally be taken on the employee's own personal time, exceptions may be granted by the department head when the employee's absence from work will cause no adverse impact to his/her duties and other employees in the workplace. The decision of the department head shall be subject to approval by the HR Director and County Manager.
- e. Employees who do not complete the course with a notice of "satisfactory", or grade of "B" eighty percent (80%) or better must reimburse the Employer for the full

amount of the assistance provided for that course.

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

ARTICLE 38. UNIFORM & EQUIPMENT ALLOWANCE

1. **Uniform Reimbursement.** The Employer shall reimburse employees the cost of required uniform clothing when purchased with prior approval from the department head. This shall include, but not be limited to, required shirts, jackets, and other clothing containing County logos, insignias, related lettering, etc. The cost of reimbursement shall be borne by the department requiring the purchase or wearing of uniform clothing. Reimbursement shall be subject to receipts or other proof of purchase documentation.
2. **Specialized PPE.** The Employer will furnish such specialized personal protective equipment (PPE) (e.g., safety glasses and goggles, shoes/boots for special purposes, rubber boots and gloves, HAZMAT suits and equipment, and all other equipment necessary to protect Employees from industrial injury and health hazards). Regular reinforced toe and similar shoes/boots are covered in section (4) below. The Employer will replace all PPE on an as needed basis when the Employer determines they are worn out, are no longer serviceable, or have been grossly contaminated. All safety equipment will conform to all current safety standards such as, but not limited to, OSHA, MSHA, etc.
3. **Clothing.** The Employer shall provide all regular full-Time employees in classified positions in Public Works roads, buildings and grounds, water, and sewer, a clothing allowance of three hundred fifty dollars (\$350.00) per fiscal year.
4. **Footwear.** Where steel-toed/reinforced toed or safety footwear is required for County duty, including requirements by OSHA or MSHA, the Employer will provide a footwear reimbursement to the employee of up to \$200.00 every fiscal year based upon receipts or other documentation. The period will be calculated from the date the employee last received a footwear reimbursement of the full \$200.00 or received that amount cumulatively; provided that the employee will receive up to the full reimbursement at any time his/her steel-toed/reinforced-toed or safety footwear is damaged by work-related duty.

so as to render the footwear unserviceable (excluding normal wear and tear as determined by the department head). The department head shall identify the positions which are eligible for reimbursement. Footwear purchased under this section must comply with applicable safety standards established by the County or with OSHA or MSHA standards.

5. **Eyewear.** Upon approval by the department head, the Employer shall reimburse a regular full-time employee in a classified position in Public Works roads, water, or sewer, for the costs of repairing or replacing watches or prescription eye glasses/contact lenses which are lost, damaged, or stolen while the employee is in the performance of his/her duties, provided that there is notification to the department head within 7 business days. Reimbursement amounts shall be limited to the actual replacement value for prescription eyewear, and fifty dollars (\$50.00) per claim for watches. An employee may only make a claim up to one hundred seventy-five dollars (\$175.00) for each fiscal year.
6. **Tools.** The employer shall reimburse a regular full-time employee within the Public Works Department up to \$600 annually for the cost of purchasing, and will cover the cost of replacing the necessary tools bought by the employee, for the position provided that the employee receives written pre-approval from the department head for the specific tool to be purchased and the specific tool is not an item already provided for by the department.
7. **Payment Method.** The employee receiving reimbursement for purchase must provide the department head a receipt or other valid documentation of the purchase and the receipt must show that the purchase occurred during the term of this agreement. An allowance does not require a receipt or other documentation.
 - a. Allowances will be paid in 2 equal lump sums, one on the first pay period in June of each year and the second on the first pay period of December of each year. Required receipts must be provided to the department head for submittal to the Comptroller's office within 5 business days of these deadlines.
 - b. Reimbursements will be paid as incurred according to stipulations within the specific item above. Requests should be attached to the following timecard with official proof of department head approval and a valid receipt to be processed in a timely manner on the subsequent payday.

ARTICLE 39. SENIORITY

1. **County Seniority.** County seniority shall be calculated on a prorated basis based on actual hours scheduled to be worked since the date of hire.
2. **Job Classification Seniority.** Job classification seniority shall be calculated on a prorated basis based on actual hours scheduled to be worked since the date of appointment to the job classification.
3. **Departmental Seniority.** Departmental seniority shall be calculated on a prorated basis based on actual hours scheduled to be worked since the employee started working in the department. If a total section of employees is moved to another department their departmental seniority will continue from the date they were first hired into that section.

An example, Communications was a standalone department who moved to the Sheriff's Office, departmental seniority will be calculated from the date employee started in the standalone Communications department.

4. Break in service. Occurs when an Employee resigns, is discharged for cause or retires. However, County seniority accrued prior to layoff shall be continued upon recall and reemployment. Job classification seniority may be continued provided the Employee is rehired into the same job classification. Should there be a voluntary interruption or break in service, seniority shall commence as of the date of last entrance into County service. Approved leaves of absence less than 90 calendar days shall not be considered a break in continuous full-time service for seniority purposes only but shall not count toward full-time service.

ARTICLE 40. LAYOFF & RECALL AFTER LAYOFF

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

Layoff

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

replace an employee in a lower job classification within another job series in the same or other department, if s/he has more county seniority than the employee to be displaced and meets the minimum qualifications for the other position.

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

Recall After Layoff

1. The name of an employee who has been laid off shall be placed on the re-employment list and shall be recalled in the inverse order in which the employee was laid off. Persons on such a list will be offered appointment to an opening in the job classification or equated job classification or any vacancy for which the employee is qualified, and no new employee will be hired until all qualified employees on layoff status desiring to return to work shall have been offered the position. The employee must provide the Employer with any address change while waiting for recall.
2. Notice of recall will be made in writing by certified mail to the employee's address of record.
3. An employee who is sent notice of recall must respond within 10 working days of the receipt of the notice of recall.
4. An employee recalled to his former or equated job classification must report for reemployment on the date established by the department head or be considered to have abandoned his recall rights so long as said date is beyond 10 working days from the date of receipt of the notice of recall.
5. An employee recalled to a job classification with a lower rate of pay than his/her previous job classification may refuse such position and remain eligible for recall. In the event that an employee accepts such a position, the employee's name will be removed from the reemployment list.
6. An employee on layoff accrues no additional sick leave or annual leave. When an employee is recalled from layoff and re-employed, s/he is considered to have continuous service credit for computation of future earned annual leave. Sick leave will be reinstated in an amount equal to that as of the date of employee's layoff provided; however, sick leave will not be reinstated if the employee has been previously compensated for accrued, unused leave upon layoff, unless the employee fully reimburses the employer for the buy-out.
7. Employees on a re-employment list shall retain eligibility for recall for a period of 18 months from the date their name was placed on the list.
8. Upon returning to his/her original job classification, an employee shall retain his/her accrued time for merit increase and longevity if rehired within 18 months.

ARTICLE 41. FILLING OF VACANCIES

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

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

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

ARTICLE 42. INVOLUNTARY TRANSFERS

No employee may be transferred for purposes of harassment or discipline. An employee who believes s/he has been transferred for the purpose of harassment or discipline may file a grievance in accordance with Article 45 Grievance Procedure of this Agreement.

ARTICLE 43. PERSONNEL RECORDS

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

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

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

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

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

Any person accessing an employee's file shall sign a file entry roster unless the access is the normal day-to-day access made by employees working in the HR office.

ARTICLE 44. DISCIPLINE & DISCHARGE

As a general policy, discipline shall be administered or imposed to fit the circumstances on a basis of progressive discipline; however, in the case of a serious offense, an employee may be summarily dismissed in the absence of a sequence of lesser discipline. No discipline shall be imposed except for just cause. Just cause may include, but not be limited to inefficiency, incompetence, insubordination, moral turpitude, habitual or excessive tardiness or absenteeism, abuse of sick leave or authorized leave, withholding services, and violation of established work rules, policies, or procedures.

1. Personal Reprimand

Notification administered by a department head regarding a potential corrective action.

2. Verbal Warning

May be a documented corrective action per County policy. The documentation may remain in the employee's personnel file for a period of no longer than twelve (12) months, after which time the employee may request in writing to the HR Director that it be removed, provided that no other corrective action has been taken.

3. Written Reprimand

Written corrective or disciplinary action that maybe administered by a department head and shall document the cause for such action, in what manner the employee's conduct was improper, the necessary corrective action, and that further disciplinary action may be taken if the employee's conduct or performance is not corrected.

The department head shall provide a copy of the warning letter to the employee and ensure that the employee signs one copy of the warning letter which shall be retained in the employee's service record. The employee's signature does not constitute an admission of guilt, but merely an acknowledgement of receipt of the reprimand. A warning letter shall remain in the employee's service record for a minimum period of eighteen (18) months, after which point the warning letter may be removed from the employee's service record upon the written request of the employee and approval of the HR Director.

4. Suspension

In the event of the commission of a serious offense, the offending employee may be suspended without pay for a period not to exceed 30 calendar days, in accordance with the gravity of the offense and the previous record of the employee. The Employer shall furnish the employee with a written statement of the reasons and grounds for the suspension utilizing the Specificity of Charges. A suspension shall remain in the employee's service record for a minimum period of twenty-four (24) months, after which the suspension may be removed from the employee's service record upon the written request of the employee and approval of the HR Director. Suspensions imposed for violations of Title VII or for violations of safety rules, regulations, laws, and/or procedures shall not be removed from the employee's service record.

5. Demotion or Discharge

The Employer shall furnish the employee with a written statement of the reasons and grounds for the demotion or discharge utilizing the Specificity of Charges.

6. Specificity of Charges

All disciplinary actions imposing suspension, demotion or discharge shall be furnished to the employee in writing and shall state the nature of the offense, the cause for such action, in what manner the employee's conduct was improper, and the specific rule, regulation, ordinance, law or policy violated.

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

7. Dispute over Discipline or Discharge.

In the event that a dispute arises between the Employer and the regular full-time employee regarding the existence of good cause for the suspension of the employee, or the demotion or discharge of the employee, such dispute shall be adjudicated in accordance with Article 45 Grievance Procedure of this Agreement.

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

ARTICLE 45. GRIEVANCE PROCEDURE

1. Definitions

- a. **Grievance:** A grievance is a claimed violation, misapplication, or misinterpretation of this Agreement or rules, regulations, and policies of the Employer governing matters within the scope of mandatory bargaining pursuant to NRS 288. Informal discussions and attempts to resolve the matter prior to filing a formal grievance are excluded.

- b. **Grievant:** A grievant is an employee or group of employees who are covered by the provisions of this agreement and who believe they have been adversely affected by an act or formal decision of the Employer occasioning the grievance, and who file a grievance. The Union may be the grievant if an act or formal decision of the Employer which is alleged to be a grievance directly relates to a Union activity or privilege addressed in this agreement.
- c. **Working Day:** “Working days” for the purpose of a grievance or an appeal shall mean a weekday, Monday through Friday, excluding holidays.
- d. **Grievance Board:** The “Grievance Board” shall be composed of 2 grievance board members appointed by the Employer and 2 grievance board members appointed by the Union. The grievance board members serving on the grievance board must not have an evident conflict of interest such as being a party to or otherwise directly involved in the matter of the grievance, and they must be employees of Storey County.
- e. **Grievance Screening Committee:** The “Grievance Screening Committee” shall consist of any 3 current members of the Board of Directors of the Comstock Chapter.

2. Rights of Representation

With the consent of the aggrieved employee(s), one Union representative may be present for any meeting, hearing, appeal, or other proceeding between the Employer and the grievant relating to a grievance that has been filed pursuant to this article. If, in the judgment of the Union, a grievance affects a group of employees of the Union, the Union may initiate and file such grievance with the HR Director and the processing of such grievance shall commence at Level II. The Union may process such grievance through all levels of the procedure.

3. Individual Rights

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

4. Informal Resolution

Within 10 workdays from the event giving rise to a grievance or from the date the employee(s) could reasonably have been expected to have had knowledge of such event, the employee shall orally discuss the grievance with his/her immediate supervisor. The immediate supervisor shall have 5 workdays to provide a decision to the employee. If the supervisor is the subject of the grievance, the employee will discuss the matter with the department head. If the department head is also the subject of the grievance, the employee may proceed directly to the grievance screening committee.

5. Grievance Screening Committee

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

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

6. Formal Levels

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

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

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

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

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

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

Within 10 workdays of receipt of the written Level II request, the HR Director shall direct that the Grievance Board be convened at a place agreeable to the parties and at a time not more than 20 workdays from the date of the notice directing that the Grievance Board be convened. The procedure for the Grievance Board shall be previously agreed upon by the Union and the Employer. The majority decision by the Grievance Board is final and binding. If the Grievance Board is deadlocked, the grievance may be advanced to Level III.

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

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

Nothing occurring in mediation may be referred to or introduced during fact-finding or

arbitration. Level III applies as long as there is no cost for FMCS mediation services. If there is financial cost required to use FMCS mediation services, the grievance shall advance to Level IV immediately following Level II. The parties by mutual consent may skip Level III and advance directly to Level IV.

- d. **Level IV:** In the event that the Grievance Board is deadlocked, the parties do not reach a mediated agreement at Level III, or the parties mutually agreed to skip Level III, the grievance may escalate to Level IV and submitted to arbitration for resolution. The grievant or the Union shall exercise the right to arbitration by giving the HR Director written notice of intent to arbitrate within 10 workdays from the last determination at Level II or Level III as applicable.

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

The arbitrator shall, thereafter, confer promptly with the parties; shall set and hold hearings; and shall issue a written decision setting forth the arbitrator's findings of fact, conclusions of law, and decision within 30 workdays from the date of the conclusion of all hearings on the matter arbitrated. The arbitrator's written decision shall be consistent with the law and the terms of this Agreement and shall be final and binding upon the parties.

The arbitrator's authority shall be limited to the application and interpretation of the provisions of this Agreement and any related rules, regulations, and policies of the Employer. No arbitrator shall have the power or ability to modify, amend, or alter any terms or conditions of this Agreement.

7. Ability to Arbitrate a Grievance

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

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

8. Arbitration Costs

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

9. Jurisdiction of the Arbitrator

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

The decision of the arbitrator may be enforced in any court of competent jurisdiction.

10. General Provisions

- a. Unless stated otherwise in this agreement, if the grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
- b. The grievant may be represented by a person of his/her choice at any level of this procedure.
- c. Nothing contained herein shall preclude an employee, with or without representation, from bringing a matter not addressed herein through the chain of command to the HR Director.
- d. Proof of service shall be accomplished by certified mail, personal service evidenced by a notarized affidavit of service, or by other valid documentation showing receipt by the addressee.
- e. The HR Director or County Manager may disagree with the supervisor or department head's decision at any time during the grievance process and reverse the decision of the supervisor and/or department head. In such a decision adversely impacting the grievant, the grievance shall be allowed to proceed to the next level. The HR Director or County Manager may also respond in-lieu of the department head for or against the department head's decision at any appropriate place.

11. Exceptions to Time Limits

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

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

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

ARTICLE 46. POLYGRAPH EXAMINATIONS

No employee shall be compelled to submit to a polygraph examination against their will. No disciplinary action or other recrimination shall be taken against an employee for refusing to submit to a polygraph examination. Testimony regarding whether an employee refused to submit to a polygraph examination shall be limited to state that, "Storey County does not compel employees to submit to polygraph examinations." This Article is limited in its application to current regular full-time employees as defined in Article 3 Definitions of this Agreement and is subject to all applicable State and Federal laws.

ARTICLE 47. EMERGENCY CLOSURE

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

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

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

ARTICLE 48. PREVAILING RIGHTS

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

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

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

ARTICLE 49. PRIVATIZATION / SUBCONTRACTING

1. It is agreed that work normally done by bargaining unit employees shall not be contracted out to non-employees of the County so as to cause the number of employees within the bargaining unit to fall below 22 employees.
2. It is agreed that work normally performed by bargaining unit employees shall not normally be performed by non-bargaining unit employees.
3. This Article shall not apply when bargaining unit employees and/or adequate equipment are not available for work when an immediate emergency exists, or when the provisions of this Article conflict with the provisions set forth in Article 17 Job Classification and Pay Practices of this Agreement.

ARTICLE 50. DISTRIBUTION OF COMPENSATION DUE A DECEASED EMPLOYEE

If an employee dies while owed compensation by the County, the parties recognize and agree that such compensation, to include wages, payment for accrued vacation leave, payment for accrued compensatory hours, payment for sick leave cash out, and payment for any reimbursable expenses due to the employee shall be distributed in an expedient and legal fashion pursuant to NRS 281.155.

ARTICLE 51. MISCELLANEOUS

Legal Liability – NRS Chapter 41 shall apply to represented employees as appropriate.

ARTICLE 52 REOPENER

Both the Union and the County have an option for a reopener, limited to one article each, for the final year of the contract. The party(s) requesting the reopener must notify the other party of the request no later than February 1st preceding the final year of the contract.

ARTICLE 53

This article intentionally left blank.

ARTICLE 54. SUCCESSOR CLAUSE

1. Storey County agrees to negotiate with the Union, to the extent and under the provisions of NRS 288, the impact and effect upon represented employees of consolidation or any other form of placement or transfer of its County services prior to or upon any decision to consolidate, or any other form of placement or transfer. Nothing in this Article will prevent Storey County from making any decisions to consolidate or any other form of placement or transfer to another entity.
2. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change of management responsibility, geographically or otherwise, in the location or place of business of either party.

ARTICLE 55. NO STRIKE / NO LOCKOUT

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

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

ARTICLE 56. SAVINGS CLAUSE

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

ARTICLE 57. DURATION OF AGREEMENT

1. Except as otherwise provided herein, this Agreement shall be in full force and effect July 1, 2025, through June 30, 2028.
2. Pursuant to NRS 288.150 this Agreement or any provision herein may be automatically reopened for negotiations upon written request by the Employer during periods of fiscal emergency.

STOREY COUNTY

STOREY COUNTY EMPLOYEES' ASSOC. AFSCME-COMSTOCK CHAPTER

Jay Carmona, Chairman
Storey County Commission

Rachel Ferris, President
AFSCME Comstock Chapter

Clay Mitchell, Vice-Chairman
Storey County Commission

Rudy Simental, Vice-President
AFSCME Comstock Chapter

Donald Gilman, Commissioner
Storey County Commission

Signed Commissioner Meeting

APPROVED AS TO FORM:
Anne Langer, District Attorney

APPENDIX A

CLASSIFICATION PLAN FOR NON-EXEMPT AFSCME COMSTOCK CHAPTER EMPLOYEES

REALLOCATION OF CLASSES EFFECTIVE FIRST FULL PAY PERIOD IN JULY 2025

Under this plan, employees will be moved from their current grade and step to the new grade at the step that is closest to, but not less than, their current rate of pay. In certain cases, to maintain fairness and equity, employees may be placed at an appropriate step in the new grade.

This hybrid approach combines the standard reallocation method with selective upward step adjustments, as appropriate.

CLASSIFICATION	GRADE	CBA UNIT	NOTES
Administrative Assistant I	116	A	
Administrative Assistant II	119	A	
Administrative Assistant III	122	A	
Administrative Specialist/Office Manager	126	A	
Administrative Analyst	126	A	
Administrative Analyst Senior	130	B	
Legal Assistant I	120	A	
Legal Assistant II	124	A	
Legal Assistant III	128	A	
Legal Assistant Senior	130	B	
Property Appraiser I	116	A	
Property Appraiser II	122	A	
Property Appraiser III	126	A	
Property Appraiser Senior	128	B	
Deputy Assessor	130	B	
Tourism Assistant	113	A	
Special Events Coordinator	119	A	
Planner	130	A	
Building Inspector Trainee	116	A	One year position
Building Inspector I	124	A	
Building Inspector II	128	A	
Building Inspector III	130	A	
Senior Building Inspector	134	B	
Network Support Technician I	116	A	
Network Support Technician II	122	A	
Network Administrator	130	A	
Network Administrator Senior	134	B	
Communications Specialist Trainee	116	A	One year position
Communications Specialist I	119	A	

Communications Specialist II	122	A	
Communications Specialist III	126	A	
Communications Specialist Senior	130	B	
Oil Technician	116	A	
Auto & Equip Mechanic I	119	A	
Auto & Equip Mechanic II	124	A	
Auto & Equip Specialist Senior	128	B	
Project Coordinator	126	A	
Facilities Maintenance Worker I	113	A	CDL 5% Incentive
Facilities Maintenance Worker II	116	A	CDL 5% Incentive
Facilities Maintenance Worker III	122	A	CDL 5% Incentive
Facilities Maintenance Worker Senior	128	B	CDL 5% Incentive
Road Worker- Heavy Equipment Operator I	116	A	CDL + Water Dist. I required
Road Worker – Heavy Equipment Operator II	122	A	CDL + Water Dist. I required
Road Worker – Heavy Equipment Operator III	126	A	CDL + Water Dist. I required
Road Worker – Heavy Equipment Operator Senior	130	B	CDL + Water Dist. I required
Treatment Plant Operator I	116	A	CDL 5% Incentive
Treatment Plant Operator II	124	A	CDL 5% Incentive
Treatment Plant Operator III	130	A	CDL 5% Incentive
Treatment Plant Operator Senior	133	B	CDL 5% Incentive
Geographic Information Systems (GIS) Coord.	120	A	
Program Coordinator	113	A	
Cook	115	A	
Code Enforcement Officer	124	A	
Meals on Wheels Coordinator	110	A	
Kitchen Aide	110	A	
Community Health Worker	116	A	

	1	2	3	4	5	6	7	8	9	10
110	43,355.38 \$	44,872.82 \$	46,443.36 \$	48,068.87 \$	49,751.29 \$	51,492.58 \$	53,294.83 \$	55,160.13 \$	57,090.74 \$	59,088.92 \$
111	44,439.25 \$	45,994.64 \$	47,604.44 \$	49,270.59 \$	50,995.07 \$	52,779.89 \$	54,627.18 \$	56,539.13 \$	58,518.00 \$	60,566.13 \$
112	45,550.23 \$	47,144.49 \$	48,794.54 \$	50,502.35 \$	52,269.95 \$	54,099.39 \$	55,992.87 \$	57,952.63 \$	59,980.97 \$	62,080.30 \$
113	46,689.01 \$	48,323.11 \$	50,014.44 \$	51,764.94 \$	53,576.71 \$	55,451.89 \$	57,392.71 \$	59,401.45 \$	61,480.51 \$	63,632.32 \$
114	47,856.22 \$	49,531.18 \$	51,264.77 \$	53,059.04 \$	54,916.12 \$	56,838.16 \$	58,827.49 \$	60,886.46 \$	63,017.49 \$	65,223.10 \$
115	49,052.62 \$	50,769.47 \$	52,546.38 \$	54,385.53 \$	56,289.02 \$	58,259.14 \$	60,298.19 \$	62,408.64 \$	64,592.94 \$	66,853.70 \$
116	50,278.95 \$	52,038.71 \$	53,860.07 \$	55,745.17 \$	57,696.26 \$	59,715.62 \$	61,805.67 \$	63,968.87 \$	66,207.78 \$	68,525.06 \$
117	51,535.92 \$	53,339.68 \$	55,206.55 \$	57,138.80 \$	59,138.63 \$	61,208.50 \$	63,350.79 \$	65,568.08 \$	67,862.97 \$	70,238.17 \$
118	52,824.30 \$	54,673.15 \$	56,586.72 \$	58,567.25 \$	60,617.11 \$	62,738.70 \$	64,934.57 \$	67,207.27 \$	69,559.52 \$	71,994.11 \$
119	54,144.93 \$	56,040.00 \$	58,001.40 \$	60,031.46 \$	62,132.56 \$	64,307.20 \$	66,557.95 \$	68,887.47 \$	71,298.54 \$	73,793.98 \$
120	55,498.56 \$	57,441.01 \$	59,451.44 \$	61,532.23 \$	63,685.88 \$	65,914.87 \$	68,221.89 \$	70,609.66 \$	73,081.00 \$	75,638.83 \$
121	56,886.00 \$	58,877.02 \$	60,937.72 \$	63,070.54 \$	65,277.99 \$	67,562.73 \$	69,927.43 \$	72,374.88 \$	74,907.99 \$	77,529.77 \$
122	58,308.17 \$	60,348.94 \$	62,461.18 \$	64,647.32 \$	66,909.97 \$	69,251.81 \$	71,675.64 \$	74,184.28 \$	76,780.73 \$	79,468.06 \$
123	59,765.87 \$	61,857.68 \$	64,022.68 \$	66,263.47 \$	68,582.70 \$	70,983.11 \$	73,467.50 \$	76,038.89 \$	78,700.25 \$	81,454.76 \$
124	61,260.02 \$	63,404.10 \$	65,623.25 \$	67,920.07 \$	70,297.27 \$	72,757.67 \$	75,304.20 \$	77,939.85 \$	80,667.75 \$	83,491.12 \$
125	62,791.49 \$	64,989.21 \$	67,263.83 \$	69,618.06 \$	72,054.70 \$	74,576.61 \$	77,186.79 \$	79,888.33 \$	82,684.42 \$	85,578.38 \$
126	64,361.30 \$	66,613.94 \$	68,945.43 \$	71,358.51 \$	73,856.08 \$	76,441.01 \$	79,116.46 \$	81,885.53 \$	84,751.52 \$	87,717.83 \$
127	65,970.35 \$	68,279.30 \$	70,669.06 \$	73,142.49 \$	75,702.47 \$	78,352.06 \$	81,094.39 \$	83,932.69 \$	86,870.33 \$	89,910.80 \$
128	67,619.58 \$	69,986.28 \$	72,435.80 \$	74,971.04 \$	77,595.02 \$	80,310.85 \$	83,121.74 \$	86,031.00 \$	89,042.08 \$	92,158.56 \$

129	69,310.08	\$	71,735.94	\$	74,246.71	\$	76,845.34	\$	79,534.93	\$	82,318.63	\$	85,199.79	\$	88,181.78	\$	91,268.15	\$	94,462.54	\$
130	71,042.84	\$	73,529.35	\$	76,102.87	\$	78,766.47	\$	81,523.29	\$	84,376.60	\$	87,329.78	\$	90,386.32	\$	93,549.84	\$	96,824.08	\$
131	72,818.91	\$	75,367.56	\$	78,005.42	\$	80,735.63	\$	83,561.36	\$	86,486.00	\$	89,513.02	\$	92,645.99	\$	95,888.60	\$	99,244.69	\$
132	74,639.38	\$	77,251.75	\$	79,955.56	\$	82,754.01	\$	85,650.39	\$	88,648.16	\$	91,750.84	\$	94,962.12	\$	98,285.79	\$	101,725.80	\$
133	76,505.34	\$	79,183.04	\$	81,954.44	\$	84,822.84	\$	87,791.64	\$	90,864.35	\$	94,044.61	\$	97,336.18	\$	100,742.95	\$	104,268.95	\$
134	78,417.98	\$	81,162.61	\$	84,003.30	\$	86,943.42	\$	89,986.43	\$	93,135.97	\$	96,395.71	\$	99,769.57	\$	103,261.51	\$	106,875.65	\$
135	80,378.44	\$	83,191.68	\$	86,103.39	\$	89,117.01	\$	92,236.10	\$	95,464.36	\$	98,805.62	\$	102,263.81	\$	105,843.04	\$	109,547.55	\$
136	82,387.90	\$	85,271.47	\$	88,255.98	\$	91,344.95	\$	94,542.02	\$	97,850.98	\$	101,275.77	\$	104,820.42	\$	108,489.14	\$	112,286.26	\$
137	84,447.60	\$	87,403.27	\$	90,462.38	\$	93,628.56	\$	96,905.56	\$	100,297.25	\$	103,807.65	\$	107,440.94	\$	111,201.37	\$	115,093.41	\$
138	86,558.78	\$	89,588.35	\$	92,723.94	\$	95,969.28	\$	99,328.20	\$	102,804.70	\$	106,402.86	\$	110,126.95	\$	113,981.40	\$	117,970.74	\$
139	88,722.77	\$	91,828.06	\$	95,042.05	\$	98,368.51	\$	101,811.41	\$	105,374.80	\$	109,062.94	\$	112,880.15	\$	116,830.95	\$	120,920.03	\$
140	90,940.83	\$	94,123.76	\$	97,418.11	\$	100,827.74	\$	104,356.72	\$	108,009.19	\$	111,789.53	\$	115,702.15	\$	119,751.72	\$	123,943.04	\$
141	93,214.34	\$	96,476.85	\$	99,853.55	\$	103,348.42	\$	106,965.60	\$	110,709.40	\$	114,584.24	\$	118,594.70	\$	122,745.51	\$	127,041.60	\$
142	95,544.71	\$	98,888.78	\$	102,349.89	\$	105,932.14	\$	109,639.75	\$	113,477.15	\$	117,448.85	\$	121,559.55	\$	125,814.13	\$	130,217.63	\$
143	97,933.34	\$	101,361.01	\$	104,908.63	\$	108,580.45	\$	112,380.75	\$	116,314.07	\$	120,385.08	\$	124,598.55	\$	128,959.50	\$	133,473.08	\$
144	100,381.67	\$	103,895.04	\$	107,531.36	\$	111,294.96	\$	115,190.30	\$	119,221.95	\$	123,394.71	\$	127,713.53	\$	132,183.50	\$	136,809.93	\$
145	102,891.19	\$	106,492.41	\$	110,219.62	\$	114,077.33	\$	118,070.02	\$	122,202.47	\$	126,479.56	\$	130,906.35	\$	135,488.07	\$	140,230.16	\$
146	105,463.49	\$	109,154.71	\$	112,975.13	\$	116,929.26	\$	121,021.80	\$	125,257.55	\$	129,641.56	\$	134,179.01	\$	138,875.27	\$	143,735.91	\$
147	108,100.07	\$	111,883.59	\$	115,799.50	\$	119,852.49	\$	124,047.33	\$	128,388.97	\$	132,882.59	\$	137,533.50	\$	142,347.17	\$	147,329.32	\$
148	110,802.58	\$	114,680.66	\$	118,694.48	\$	122,848.78	\$	127,148.51	\$	131,598.69	\$	136,204.66	\$	140,971.81	\$	145,905.83	\$	151,012.53	\$

149	113,572.64	\$	117,547.70	\$	121,661.87	\$	125,920.03	\$	130,327.24	\$	134,888.69	\$	139,609.79	\$	144,496.13	\$	149,553.49	\$	154,787.87	\$
150	116,411.97	\$	120,486.39	\$	124,703.39	\$	129,068.03	\$	133,585.39	\$	138,260.90	\$	143,100.03	\$	148,108.53	\$	153,292.33	\$	158,657.56	\$
151	119,322.28	\$	123,498.55	\$	127,821.01	\$	132,294.72	\$	136,925.06	\$	141,717.42	\$	146,677.53	\$	151,811.25	\$	157,124.65	\$	162,624.01	\$
152	122,305.32	\$	126,586.03	\$	131,016.52	\$	135,602.09	\$	140,348.16	\$	145,260.36	\$	150,344.47	\$	155,606.52	\$	161,052.75	\$	166,689.59	\$
153	125,362.96	\$	129,750.65	\$	134,291.92	\$	138,992.15	\$	143,856.88	\$	148,891.87	\$	154,103.08	\$	159,496.70	\$	165,079.08	\$	170,856.84	\$
154	128,497.03	\$	132,994.41	\$	137,649.23	\$	142,466.95	\$	147,453.28	\$	152,614.13	\$	157,955.65	\$	163,484.10	\$	169,206.05	\$	175,128.26	\$
155	131,709.46	\$	136,319.27	\$	141,090.45	\$	146,028.63	\$	151,139.63	\$	156,429.52	\$	161,904.54	\$	167,571.20	\$	173,436.19	\$	179,506.45	\$
156	135,002.20	\$	139,727.27	\$	144,617.73	\$	149,679.35	\$	154,918.12	\$	160,340.27	\$	165,952.17	\$	171,760.50	\$	177,772.12	\$	183,994.15	\$
157	138,377.25	\$	143,220.45	\$	148,233.16	\$	153,421.32	\$	158,791.07	\$	164,348.76	\$	170,100.97	\$	176,054.50	\$	182,216.41	\$	188,593.98	\$
158	141,836.67	\$	146,800.94	\$	151,938.99	\$	157,256.85	\$	162,760.83	\$	168,457.48	\$	174,353.48	\$	180,455.84	\$	186,771.79	\$	193,308.81	\$
159	145,382.60	\$	150,470.99	\$	155,737.48	\$	161,188.28	\$	166,829.87	\$	172,668.93	\$	178,712.33	\$	184,967.27	\$	191,441.13	\$	198,141.56	\$
160	149,017.17	\$	154,232.77	\$	159,630.91	\$	165,218.00	\$	171,000.63	\$	176,985.66	\$	183,180.16	\$	189,591.46	\$	196,227.16	\$	203,095.11	\$
161	152,742.59	\$	158,088.58	\$	163,621.68	\$	169,348.45	\$	175,275.65	\$	181,410.27	\$	187,759.64	\$	194,331.23	\$	201,132.82	\$	208,172.46	\$
162	156,561.14	\$	162,040.79	\$	167,712.21	\$	173,582.15	\$	179,657.53	\$	185,945.54	\$	192,453.64	\$	199,189.51	\$	206,161.14	\$	213,376.78	\$
163	160,475.20	\$	166,091.81	\$	171,905.03	\$	177,921.70	\$	184,148.96	\$	190,594.18	\$	197,264.97	\$	204,169.26	\$	211,315.18	\$	218,711.22	\$
164	164,487.07	\$	170,244.10	\$	176,202.65	\$	182,369.74	\$	188,752.67	\$	195,359.02	\$	202,196.60	\$	209,273.48	\$	216,598.05	\$	224,178.99	\$
165	168,599.25	\$	174,500.21	\$	180,607.73	\$	186,928.99	\$	193,471.50	\$	200,243.00	\$	207,251.50	\$	214,505.33	\$	222,013.02	\$	229,783.47	\$

APPENDIX B : Membership Card



AFSCME Local 4041, AFL-CIO

Yes! I am AFSCME Strong. I want a strong voice at work and in my community.

AFSCME Membership and Dues Authorization

I hereby choose to become a member of AFSCME, and to abide by its constitution and bylaws. By signing below, I authorize my employer to deduct from my pay the membership dues and benefit program payments established by AFSCME Local 4041 currently and as may be modified in the future. Membership dues are currently 1% of base compensation pay before taxes per pay period; probationary employees dues are ½% (and are not tax-deductible as charitable contributions). This authorization will automatically renew from year to year, and without regard to whether I remain a member of the union, unless I give written notice to AFSCME Local 4041 and the State Controller of my decision to revoke this authorization during the two weeks preceding each anniversary date of this authorization.

Last Name First Name MI

Signature Date

Home Street Address

Name of Employer EIN

City State Zip

Department Job Classification

Date of Birth Date of Hire Circle (Y or N)
Registered Voter

Worksite

Cell Phone* Home Email

*By providing your cell phone number you consent to receive calls (including recorded or autodialed calls, or texts) at that number from AFSCME and its affiliated labor, political and charitable organizations on any subject matter. Your carrier's rates may apply. You may modify your preferences at: <https://www.afscme.org/lcpa>.



Office Use Only	
Date Received	Start Date
Circle (Y or N)	
Probationary	Chapter
Probation End Date	Received By

APPENDIX C

AFSCME UNION DUES ENROLLMENT FORM

I, the undersigned, hereby request and voluntarily authorize the employer to deduct from any wages or compensation due me, an amount equal to the regular monthly dues uniformly applicable to members of *AFSCME*, local 4041 in accords with the constitution and bylaws of the union.

This authorization shall remain in full force and effect and shall be irrevocable unless I revoke it by sending written notice to both the Employer and the Union by registered mail and shall be automatically renewed as an irrevocable check-off from year to year unless revoked as herein above provided, irrespective of whether I am a union member.

Date

Signature (Do Not Print)

Print Name

Name of Employer

Employee ID#

Department

Job Classification/Position

Home Mailing Address

Email Address

Phone #

*Received by**Title**Date*


Annual estimated cost of presented AFSCME CBA

	<u>25-26</u>	<u>26-27</u>	<u>27-28</u>
COLA *	38,146.46	46,949.49	72,977.12
COLA-Benefits	—	17,253.94	26,819.09
Milestones	15,000.00	45,000.00	90,000.00
Reallocation of Classifications	119,180.12		
Tools PW ONLY possible	10,800.00	10,800.00	10,800.00
Shift Differential	4,649.36	4,649.00	4,649.00
	<u>187,775.94</u>	<u>124,652.43</u>	<u>205,245.21</u>
In lieu of Insurance payment	(29,338.68)		
	<u>158,437.26</u>	<u>124,652.43</u>	<u>205,245.21</u>

Cost of Contract: 488,334.90

* NOTES:

- * Figures based on current staffing and wages as of 6/2025.
- * COLA- FY26 applied to PERS, FY28 portion of this maybe applied to PERS
- * Shift Differential is currently based on Communications ONLY, however open to all represented employees.

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 7/1/2025 10:00 AM - BOCC Meeting	Estimate of Time Required: 10 mins	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and Possible Approval of an Memorandum of Understanding (MOU) Amending Article 7 (Compensation Practices) of the Collective Bargaining Agreement Between Storey County and the Storey County Sheriff's Office Employees' Association/NAPSO.
- **Recommended motion:** I (commissioner), move to approve the proposed COLA adjustment for FY26 as presented.
- **Prepared by:** Brandie Lopez

Department: HR

Contact Number: 775-847-0968

- **Staff Summary:** In accordance with NRS 286.421(3)(a)(1), any increase to the Public Employees' Retirement System (PERS) contribution rate must be shared equally between the County and union-eligible employees. The employees' share is to be absorbed by reducing their agreed-upon cost-of-living adjustment (COLA) by an amount equal to 50% of the PERS rate increase.
-
- For Fiscal Year 2026, the employees' portion of the PERS increase exceeds the COLA increase currently outlined in the collective bargaining agreement. If applied as written, this would result in a net reduction in employee pay, which is not consistent with the County's intent.
-
- Management is recommending a one-time adjustment to the COLA for the second year of the contract. Specifically, we propose increasing the FY26 COLA to 1.375%, for a total COLA of 4.375%, to fully offset the impact of the PERS increase and ensure employees do not experience a reduction in pay.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **Legal review required:** TRUE
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Memorandum of Understanding
between
Storey County, Nevada
and the
Storey County Sheriff's Office Employee's Association/Nevada Association of Police &
Sheriff's Officers (NAPSO)

Effective July 1, 2025

This Memorandum of Understanding (MOU) is between Storey County, Nevada, a political subdivision of the State of Nevada, and the Storey County Sheriff's Office Employee's Association/Nevada Association of Police & Sheriff's Officers (NAPSO) to amend Article 7, Compensation Practices. This agreement applies exclusively to the amendments shown herein and shall have no effect on the remaining provisions of the bargaining agreement or its appendices.

Article 7: Compensation Practices – shall have a change to the increase for the second year of the contract (2025-2026) of 1.375% for a total of 4.375%.

Employees will receive Cost of Living Adjustments (COLA) to their base pay on the first full pay period of the fiscal year, to be effective:

0% for the first year of the contract (2024-2025)

~~3%~~ 4.375% for the second year of the contract (2025-2026)

2% for the third year of the contract (2026-2027)

Approved on this _____ day of _____, 2025.

STOREY COUNTY

STOREY COUNTY SHERIFF'S OFFICE
EMPLOYEES' ASSOCIATION

Jay Carmona, Chairman
Storey County Commission

Christopher Hamblin, President
SCSO Employees' Association

Clay Mitchell, Vice-Chairman
Storey County Commission

Mike Simons, Vice-President
SCSO Employees' Association

Donald Gilman, Commissioner
Storey County Commission

Brandon Pickard, Secretary
SCSO Employees' Association

Approved as to form:

Anne Langer, District Attorney

Approved as to form:

Anne Langer, District Attorney



Board of Storey County Commissioners Agenda Action Report

Meeting date: 7/1/2025 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval for County Chairman Carmona to sign and approve the United States Department of Agriculture, Rural Development's (USDA-RD) letter of conditions and associated forms for the McCarran Sherriff Substation project.
- **Recommended motion:** I (commissioner) move to approve County Chairman Carmona to sign and approve the United States Department of Agriculture, Rural Development's (USDA-RD) letter of conditions and associated forms for the McCarran Sherriff Substation project.

- **Prepared by:** Sara Sturtz

Department: Business Development

Contact Number: 775-350-9473

- **Staff Summary:** The letter of conditions and associated forms provided by the USDARD need to be approved and signed by the Commission in order for the USDA-RD to officially obligate the funds for this project.
- **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

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID		LOAN NUMBER	FISCAL YEAR
2. BORROWER NAME		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
4. STATE NAME		5. COUNTY NAME	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/PI	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10-PUBLIC COLLEGE/UNIVERSITY 11-OTHER	8. COLLATERAL CODE 1- REAL ESTATE SECURED 2-REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN. MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10,000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)	
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE (See FMI)	20. PURPOSE CODE	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN		25. AMOUNT OF GRANT
26. AMOUNT OF IMMEDIATE ADVANCE		27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE %
29. REPAYMENT TERMS			
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)		32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN	
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR		34. BEGINNING FARMER/RANCHER (See FMI)	

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder

COPY 1 - Finance Office

COPY 2 - Applicant/Lender

COPY 3 - State Office

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. _____ YES _____ NO

WARNING: **Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."**

Date _____, 20 _____
(Signature of Applicant)

Date _____, 20 _____
(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: _____

Date Approved: _____ Title: _____

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

Form RD 1942-46
(Rev. 6-10)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

FORM APPROVED
OMB NO. 0575-0015
OMB NO. 0570-0062

LETTER OF INTENT TO MEET CONDITIONS

Date _____

TO: United States Department of Agriculture

(Name of USDA Agency)

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated _____. It is our intent to meet all of them not later than _____.

(Name of Association)

BY _____

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



June 10, 2025

Jay Carmona, Chairman
Storey County Commissioners PO Box 176
Virginia City, NV. 89440

via email: jcarmona@storeycounty.org

Subject: Letter of Conditions for a Community Facilities Grant to McCarran Sheriff's Substation Renovation Project

Dear Mr. Carmona:

This letter, with attachments, establishes conditions that must be understood and agreed to by the applicant before further consideration may be given to the application for assistance under the Community Facilities (CF) Program. Any changes in project cost, source of funds, scope of services, or any other significant changes (this includes significant changes in the applicant's financial condition, operation, organizational structure or executive leadership) in the project or applicant must be reported to and approved by USDA Rural Development by written amendment to this letter. Any change not approved by USDA Rural Development (RD) will be cause for discontinuing processing of the application.

This letter is not to be considered as grant approval or as representation to the availability of funds. The application can be processed on the basis of a RD grant not to exceed \$450,000. Funds for this project are provided by the Rural Housing Service (RHS) for the amount, recipient, purpose, and location specified in the applicable Appropriations Act.

Please complete and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions," and Form RD 1940-1, "Request for Obligation of Funds," within the next ten (10) days, if you desire that we give further consideration to your application. The execution of these and all other documents required by RD must be authorized by appropriate resolutions of the applicant's governing body.

The grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds," is mailed by RD.

Project Budget—Based on Standard Form 424, "Application for Federal Assistance," the project cost and funding will be as follows:

a. <u>Project Cost</u>	<u>Total</u>	<u>Applicant</u>	<u>USDA Grant</u>
Architectural/Engineer Fees	\$ 75,000	\$ 75,000	
Construction	\$700,000	\$250,000	\$450,000
Construction Management	\$ 10,000	\$ 10,000	
Construction Observation	\$ 10,000	\$ 10,000	
Other Professional Fees	<u>\$ 5,000</u>	<u>\$ 5,000</u>	<u> </u>
TOTAL:	\$800,000	\$350,000	\$450,000

Storey County McCarran Sheriff Substation
Letter of Conditions

b. Source of Funds

FY24 CDS Grant	\$450,000
Applicant Injection	<u>\$350,000</u>
TOTAL:	\$800,000

The applicant understands and agrees that no project funds will be expended, or contracts issued for construction activities until all funds necessary for the successful construction and development of the project have been secured. The Agency will not disburse funds for construction or renovation activities until the applicant has secured all remaining project funds. Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. If actual project costs exceed the project cost estimates, an additional contribution by the borrower may be necessary.

Section I of the attached conditions (Items 1—11) must be satisfied prior to grant closing or before construction begins, whichever occurs first, in either case not later than twelve (12) months from the date of this letter. In the event the project has not advanced to the point of construction within twelve (12) months, RD reserves the right to discontinue the processing of the application.

This Letter of Conditions will require written approval to extend the Letter of Conditions offer after one year from the date of this letter.

In addition to the conditions in Sections I-III, the applicant must fully comply with all requirements on Form RD 3570-3, Community Facilities Grant Agreement. The Agency reserves the right to cancel funds if the applicant does not fully comply with all requirements as presented or subsequently modified, as needed.

If you have any questions, feel free to contact this office.

Sincerely,

Gustin Wegren
Community Programs Director

cc: Alida Ceballos, State Director, USDA RD – via email alida.ceballos@usda.gov
Austin Osborne, Storey County Manager – via email aosborne@storeycounty.org
Jim Hindle, Clerk-Treasurer, Storey County, - via email jhindle@storeycounty.org
Anne Langer, District Attorney, Storey County - via email alanger@storeycounty.org
Sara Sturtz, Grants Manager, Storey County – via email [ssturtz@storeycounty.org](mailto:ssurtz@storeycounty.org)

ATTACHMENT TO LETTER OF CONDITIONS

SECTION I. CONDITIONS TO BE SATISFIED PRIOR TO GRANT CLOSING OR BEFORE CONSTRUCTION BEGINS, WHICHEVER OCCURS FIRST

1. Disbursement of Funds

- a. The applicant will provide evidence that funds from other sources will be made available for the project cost in the amount of \$350,000. This evidence should include a copy of the loan/grant award that addresses how funds will be disbursed. The Agency will not disburse funds until all project funding sources have been secured. The applicant may request an exception if this requirement impedes the applicant's ability to carryout the project specified in the applicable appropriations bill.
- b. The applicant's contribution of funds toward the project cost shall be considered the first funds expended and must be deposited in its project account before construction is started. Evidence of this deposit will be required unless express written exception is approved by the Agency.
- c. Agency funds will not be used to pre-finance funds committed to the project from other sources.

2. Security Requirements

- a. The applicant will be required to complete and execute Form RD 3570-03, "Community Facilities Grant Agreement" before grant funds are disbursed.
- b. Prior to any disbursement of funds, a Notice of Federal Interest must be recorded in the official real property records for the jurisdiction where the facility is or will be located. The applicant must provide evidence of the recording. Federal interest cannot be defeated by a grantee's failure to file a Notice of Federal Interest.
- c. The grantee understands that any property improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 2 CFR part 200 as adopted by RD through 2 CFR part 400 in effect at this time and as may be subsequently modified.
- d. The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 2 CFR part 200 as adopted by RD through 2 CFR part 400 in effect at this time and as may be subsequently modified.
- e. In accordance with 2 CFR 200.330, the grantee understands that it must submit regular reports on the status of real property in which the Federal Government retains an interest. Reports shall be submitted annually for the first three years of the award and every five years thereafter on SF-429 Real Property Status Report, or similar format.

- 3. Insurance and Bonding Requirements**—The applicant must provide evidence of adequate fidelity bond insurance by grant closing or start of construction, whichever occurs first. Adequate coverage, in accordance with USDA Rural Development's regulations, must then be maintained for the life of the grant. It is the responsibility of the applicant and not that of USDA Rural Applicants are encouraged to review coverage amounts and deductible provisions with their

attorney, consulting architect, and/or insurance provider(s). Proof of the following is required:

- a. Property Insurance—Fire and extended coverage will be required on all above-ground structures, including applicant-owned equipment and machinery housed therein.
 - b. Workers' Compensation Insurance—The applicant will be required to carry workers' compensation insurance for all employees in accordance with State law.
 - c. General liability and vehicular coverage must be maintained
4. **Civil Rights & Equal Opportunity**— The grantee has received an award of Federal funding and is required to comply with U.S. statutory and public policy requirements, including but not limited to:
- a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance. The Standard for compliance is the Architectural Barriers Act Accessibility Standards (ABAAS).
 - b. **Civil Rights Act of 1964** – All recipients are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
 - c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination based on disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.
 - d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - e. **Controlled Substances Act** - Even though state law may allow some activities, as a recipient of Federal funding, you are subject to the Controlled Substances Act. Specific questions about the Controlled Substances Act should be directed to the Servicing Official who will contact the OGC, as appropriate.
 - f. **Limited English Proficiency (LEP)** - LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. The recipient must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information the recipient provides.

Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. The recipient must display posters

(provided by the Agency) informing users of these requirements, and the Agency will monitor the recipient's compliance with these requirements during regular compliance reviews.

The applicant is subject to a post-grant closing civil rights compliance review by utilizing Form RD 400-8, "Compliance Review."

As a recipient of RD funding, you are required to post a copy of the Non-Discrimination Statement listed below in your office and include in full, on all materials produced for public information, public education, and public distribution both print and non-print.

Non-Discrimination Statement

"This institution is an equal opportunity provider and employer."

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint>, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

If the material is too small to permit the full statement to be included, the material at a minimum includes the statement in print size no smaller than the text that "This institution is an equal opportunity provider and employer."

5. Procurement

All procurement transactions connected to this project, regardless of whether by negotiations or by sealed bids and without regard to dollar value shall be conducted in a manner that provides maximum open and free competition in compliance with but not limited to 7 CFR 1942.18 (j)(2), 2 CFR 200.

6. Written Agreements for Professional Services

- a. The bond counsel services agreement submitted by Bond Counsel is satisfactory to RD.
- b. The legal service agreement submitted by Legal Representative is satisfactory to RD.
- c. An Agreement for Architectural Services with Architect will have to be approved by RD.
- d. For Design/Build, or any other Alternative construction method, prior approval is required by the Agency.
- e. For Design/Build Projects/ and other Alternative Methods – Agreement for Project Manager Services require prior approval by RD.
- f. Proposal which may include management agreements will require the minimum requirements of 1942- A, Guide 24.

7. **Land and Rights-of-Way** —The applicant must present satisfactory evidence that they have obtained, or can obtain, any and all lands, rights-of-way, easements, permits and franchises which are required by the architectural plan. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation and Real Property Acquisition Act. The following forms may be used for these purposes:

- a. Form RD 442-20, "Right-of-Way Easement"
- b. Form RD 442-21, "Right-of-Way Certificate" (with map attached)
- c. Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way"

8. **Permits**—All permits involving Federal, State, and local agencies must be obtained and evidence thereof provided to USDA Rural Development prior to bidding.

For Design/Build Projects - All permits involving Federal, State, and local agencies must be obtained and evidence thereof provided to RD prior to the start of the construction phase of the project.

9. **Environmental Reviews**— The project as proposed has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and or permits may apply or be required. During any stage of project development, including construction, should environmental issues develop which require mitigation measures, RD applicants are required to notify RD and comply with such mitigation measures. Failure by an applicant to implement mitigation measures may disqualify the project from Agency funding. Mitigation measures identified or prepared as part of the NEPA environmental process must be implemented. If the project or any project element deviates from or is modified from the originally approved project, additional environmental review may be required.

10. **Architectural and Construction**

- a. RD must approve any agreements or modifications to agreements for professional planning and design services. AIA Document "Standard Form of Agreement Between owner and Architect," may be used when appropriate or other Agency approved forms of agreement.
- b. All construction will be completed under contract. The planning, bidding, contracting, and construction must comply with 7 CFR 1942.9, 1942.18, and any additional requirements of state law and the requirements of other County, State, or Federal agencies.
- c. The following must be reviewed and approved by RD in the sequence indicated:
 - i. Agreement for Architectural Services
 - ii. Final Plans and Specifications for the project
 - iii. Draft/Construction Bid Documents, prior to Going Out to Bid
 - iv. Bid Award Information
 - v. Executed Contract Documents - Contracts are required to be an AIA contract or RD Guide 17. Any other proposed contract will be required to be submitted to the Agency's Office of General Counsel for review and concurrence. All contracts will include RD Guides 18, Guide 19 for NON AIA contracts and Guide 27 for AIA contracts.
- d. Affirmative steps should be taken to assure that small, minority and/or women-owned businesses are utilized as source of supplies, equipment, construction, and services.
- e. The Plans & Specifications must be reviewed and approved, when applicable, by any regulatory or other agencies that are required to review these documents.
- f. A representative of RD will attend all pre-construction conferences in connection with this project. These conferences must be held prior to the Agency's concurrence to issue the Notice to Proceed to the contractors. The applicant's architect will conduct the conference and document the discussions and agreements. The conference will thoroughly cover applicable items included in Form RD 1924-16, Record of Preconstruction Conference, and the discussion and agreements will be documented. RD Form 1924-16, or acceptable alternative, will be utilized ensuring all RD requirements are included.

- g. Any and all contracts for professional and technical services that the applicant enters into with third parties for the project, including but not limited to, owner's representative, legal, project management, inspection, management agreements, etc. must be reviewed and approved by the Agency and the Office of General Counsel. All contracts must comply with the contract provisions per 7 CFR 1942.18(n). If any contract does not meet the Agency's requirements, the contract will be amended to incorporate such requirements or the contract will not be accepted by the Agency.

For Design-Build/Alternative Contracting Method Projects:

- a. The applicant is proposing a Design-Build/Alternative Contracting Method procurement which must be approved by this Agency's National Office. The applicant will provide the required information needed to be submitted for concurrence to the Design-Build procurement method. Please see the attached Design/Build/ Alternative Contracting Method Concurrence Checklist.
- b. The applicant must retain a qualified Construction Project Manager who is independent of the Contractor/Design-Build firm. Credentials of the candidate must be submitted to the Agency for evaluation and concurrence prior to executing an agreement.
- c. All development will be completed by contract. The planning, bidding, contracting, and construction must comply with 7 CFR 1942, Subpart A, and any additional requirements of the State's law and the requirements of other County, State, or Federal agencies.
- d. If approved for the Design-Build/ procurement method, the applicant's construction budget will be noted in the RFP documents to set parameters for a Guaranteed Maximum Price (GMP) agreement to be awarded through an open and free solicitation process. The GMP will be established no later than at the completion of the Design Development stage.
- e. The following must be reviewed and approved by RD in the sequence indicated:
 - i. Preliminary Architectural Report
 - ii. Agreement for Architectural Services/Agreement for Project Manager Design-Build Procurement Method—Checklist Items
 - iii. Request for Qualifications (RFQ)
 - iv. RFQ Short List
 - v. Request For Proposals (RFP)
 - vi. Recommendation of Award
 - vii. Executed Contract Documents – Contracts are required to be an AIA contract or RD Guide 17. Any other proposed contract will be required to be submitted to the Agency for review and concurrence. All contracts will include RD Guides 18, Guide 19 for NON AIA and Guide 27 for AIA.
 - viii. Final Plans and Specifications for the project

11. BUILD AMERICA, BUY AMERICA ACT (BABAA)

The recipient must comply with the provisions of the Build America, Buy America Act (the "Act"). Pub. L. No. 117- 58, §§ 70901-52, enacted on November 15, 2021. The Act requires that "none of the funds made available for a Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- a. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. All manufactured products used in the project are produced in the United States. This means

the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The BABAA requirement applies to the entirety of an infrastructure project, even if only a portion of the project is funded by Federal funds. The requirement applies to each product, manufactured good, or construction material incorporated in the project.

11.1. Definitions (as applied in this condition only)

Construction Materials—include an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

Domestic Content Procurement Preference—means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Infrastructure—includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure also includes structures, facilities, and equipment that generate, transport, and distribute energy, including electric vehicle (EV) charging stations. “Infrastructure” has a broad interpretation, and the definition provided is illustrative and not exhaustive.

Manufactured Product—Items assembled out of components, or otherwise made or processed from raw materials into finished products. Manufactured products must be manufactured (assembled) in the United States, and the cost of components that were mined, produced, or manufactured in the United States must be greater than 55 percent of the

total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

Manufacturer’s Certification—Documentation provided by a manufacturer, certifying that the items provided by manufacturer meet the domestic preference requirements of the Act.

Project—means the construction, alteration, maintenance, or repair of infrastructure in the United

States.

11.2. Compliance

The recipient must comply with the provisions of the Build America, Buy America Act (BABAA). Pub. L. No. 117-58, §§ 70901-52, enacted on November 15, 2021. By accepting these conditions, the recipient attests that they or their designee(s) will maintain documentation for BABAA provisions to indicate compliance.

Minimum records include certifications from manufacturers, the architect/engineers, and the prime contractor. Supporting documentation includes purchasing records and notes and photos taken by the Resident Project Representative (RPR)/ Resident Inspector (RI). Documentation must be available and reviewable upon request.

11.3. Evidence Standards

Manufacturers

For each item to which BABAA applies (every item permanently installed on the project, except for aggregate and aggregate binding materials), a manufacturer's certification letter or other document demonstrating compliance is required. It must, at a minimum, identify the item being certified (short written description as well as part number, if applicable) and affirm that the item complies with BABAA. This document must be signed by an authorized company representative. The manufacturer may submit a letter on letterhead or provide other evidence acceptable to the Agency.

Architects and Engineers (A/E)

The need to comply with BABAA will be spelled out in agreements for A/E services, construction contracts, and procurement contracts. Generally, the A/E contract will include, as a basic service, obtaining and maintaining all BABAA documentation (particularly manufacturers' certifications) during construction, which shall be transferred to the recipient upon substantial completion of the project. The architect or engineer should certify in writing to the completeness and accuracy of the manufacturers' certifications.

Resident project representative (RPR) / Resident inspector (RI)

As part of their duties, RPR/RI will be instructed to verify items delivered to the site and installed are accompanied by documentation of compliance with BABAA. They will photograph items as appropriate. RPR/RI daily logs and photographs will become part of the construction record and can be used as supporting information during audits, providing evidence for items that are buried or otherwise inaccessible.

Contractors

The construction contract(s) will include a requirement to procure and install only items that comply with BABAA or are subject to a waiver approved by the Secretary of Agriculture or designee. The contractors are to provide manufacturers' certifications for all BABAA compliant items to the architect/engineer no later than with applications for payment. At substantial completion, the contractor will be required to certify that all items used on the contract complied with BABAA and that all manufacturers' certifications were provided to the architect/engineer.

11.4. Obtaining Waivers under the BABA Act

The Secretary of Agriculture or a designee may grant waivers to the procurement requirements under the following conditions:

- (1) *Nonavailability*. The Secretary of Agriculture or delegate determines that the iron, steel or

relevant manufactured goods or construction materials are not produced or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality.

(2) *Unreasonable cost.* The Secretary of Agriculture or delegate determines that the inclusion of domestic iron, steel, or relevant manufactured goods will increase the cost of the overall project by more than 25%.

(3) *Inconsistent with public interest.* The Secretary of Agriculture or delegate determines that the application of these restrictions would be inconsistent with the public interest.

11.5. BABAA Waivers for Rural Development

A waiver of the domestic procurement requirement for a specific product in a specific infrastructure project may be obtained upon a satisfactory showing of evidence that the waiver is warranted by a recipient and a recommendation by the Agency. Waivers of the procurement requirement are granted by the Secretary of Agriculture or by a designee of the Secretary. The requirements are posted publicly at the USDA OCFO website: USDA Buy America Waivers for Federal Financial Assistance | USDA located at <https://www.usda.gov/ocfo/federal-financial-assistance-policy/USDABuyAmericaWaiver>

Before submitting a request for waiver, recipient should determine whether they qualify for agency-wide public interest waivers that have already been approved by USDA. One such public interest waiver is referred to as the “*De Minimis*, Small Grants, and Minor Components” waiver, which has three parts. *De Minimis* is intended to prevent restrictions on the procurement of materials and products that represent a small portion of an infrastructure project, specifically no more than 5% of the project costs up to a maximum of \$1,000,000, from hindering the overall project. *Small Grants* exempts projects below the Federal Simplified Acquisition Threshold of \$250,000 (the grant section also applies to small loans and loan guarantees). The *Minor Components* provision of the waiver exempts miscellaneous components of iron and steel that make up no more than 5% of the total cost of an iron or steel product used in a project.

12. **Electronic Funds Transfer**—All grant funds will be transferred to grantees via Electronic Funds Transfer/Automated Clearinghouse Systems (EFT/ACH). Normal transfers will be ACH, with money being placed in the grantees account two business days after the USDA processing office approves the pay request. The applicant must submit the Electronic Funds Transfer Form containing the banking (ACH) information to the USDA Servicing Office at least 45 days prior to the date of grant closing. Failure to do so could delay grant closing.

13. **Suspension and Debarment Screening** – You will be asked to provide information on the principals of your organization. Agency staff must conduct screening for suspension and debarment of the entity, as well as its principals through the Do Not Pay Portal.

a. Principal –

- i. An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- ii. A consultant or other person, whether or not employed by the participant or paid with federal funds, who –
 1. Is in a position to handle federal funds;
 2. Is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the

development or outcome of an activity required to perform the covered transaction. (2 CFR §180.995)

SECTION II. GRANT CONDITIONS TO BE SATISFIED DURING CONSTRUCTION

Rural Development • Carson City Office
2730 N Deer Run Road Suite 1 • Carson City, NV
89701 775-443-4755 • 855-816-1209 (fax)

USDA is an equal opportunity provider, employer and lender.

1. **Disbursement of Grant Funds**— RD funds will be disbursed as they are needed in the amount(s) necessary to cover the RD proportionate share of obligation due and payable to the Grantee.
2. **Inspections**— A full-time resident inspector/project manager is required during construction unless a written exception is made by the Agency upon your written request. This service is to be provided by the consulting architect or other arrangements as approved by the Agency. Prior to the pre-construction conference, a resume of qualifications of the resident inspector(s) will be submitted to the owner and Agency for review and approval. The owner will provide a letter of acceptance for all proposed observers to the architect and Agency. The inspection reports must be available to RD for review at any time. These reports must be kept at the project site or borrower's office, if nearby. At a minimum, Guide 11, Daily Inspection Report, will be completed and will include pictures, number and classification of personnel working on the site, equipment being used to perform work, accounts of substantive discussions, instructions given to the contractors, directions received, all significant or unusual happenings involving the work, and delays, and daily work accomplished in accordance with 1942 – A, 1942.18 (o)(4). A similar format may be approved by the Agency prior to the Pre-Construction conference.
3. **Monthly Reporting**— The applicant must monitor and provide a monthly report to RD on actual performance for each project financed, or to be financed, in whole or in part with RD funds. For construction projects include Forms RD 1924-18, “Partial Payment Estimate”; RD 1924-7, “Contract Change Order”; SF-271, “Outlay Report and Request for Reimbursement for Construction Programs”; and RD 1942-A, Guide 11 (or similar) Project Daily Inspection Reports.
4. **Monthly Payment Application**—

For construction projects, the pay application submitted to the Agency will include:

- a. The SF-271, “Outlay Report and Request for Reimbursement for Construction Programs” and will track all projects costs (both soft and hard) and sources of funds and will be signed by the owner.
 - b. Form RD 1924-18, “Partial Payment Estimate” page one will be fully executed by all required parties (contractor, architect, and owner) before sending to the Agency. The contractor may supplement Form RD 1924-18, “Partial Payment Estimate” with the AIA G702 and G703 Schedule of Values (SOV) documents instead of the 1924-18 pg. two.
 - c. All required supporting documentation, including but not limited to, invoices, proof of payment, conditional and unconditional lien releases, etc. must be provided with the pay application. The complete pay application will be submitted to the Agency last, meaning after all applicable parties have reviewed and certified with their signature the payment application to be true and correct.
5. **Final Inspection**—A final inspection will be made by RD on the component RD is financing before final payment is made.
 6. **Excess Funds**—Any remaining funds must be utilized for approved purposes within 60 days following the final inspection or the funds will be canceled without further notification from RD.

SECTION III. GRANT CONDITIONS TO BE SATISFIED AFTER PROJECT COMPLETION

1. **Financial Statements**—To be submitted on an annual basis in accordance with the following:

- a. 2 CFR Part 200, Subpart F establishes audit requirements that borrowers and grantees must follow. Borrowers and grantees who expend \$1,000,000 or more in Federal awards in their fiscal year, have CF loan balances totaling \$1,000,000 or more, or a combination of the two must submit an audit in accordance with 2 CFR 200, Subpart F.

Federal funds expended during a borrowers fiscal year: 2 CFR Part 200, Subpart F requires a borrower that expends \$1,000,000 or more in Federal awards in their fiscal year to submit a single or program-specific audit. A CF direct loan, guaranteed loan, and/or grant, or any combination thereof, are considered Federal awards.

Grantees: Grantees that expend \$1,000,000 or more in a year in Federal awards must have an audit conducted in accordance with 2 CFR Part 200, Subpart F except when the grantee elects to have a program specific audit conducted.

Prior loan and loan guarantees: 2 CFR Part 200, §200.502(b) establishes the basis for including loan and loan guarantees (loans) on the Schedule of Expenditures of Federal Awards (SEFA). The value of new loans made or received during the audit period plus the beginning of the audit period balance of loans from previous years for which the Federal Government imposes continuing compliance requirements must be reported on the SEFA. CF Program loans require its borrowers to meet continuing compliance requirements. Continuing compliance requirements that CF borrowers must meet include, but are not limited to, funding reserves, maintaining insurance, deposit funds in Federally insured banks, meet financial covenants, maintain sufficient debt service ratios, comply with civil rights requirements, and comply with additional requirements established as part of the loan approval process.

Borrowers and grantees must submit audits within nine months from the end of the borrower's fiscal year or 30 days after receipt from the auditor, whichever is earlier. The audited financial statements must be submitted to the Federal Audit Clearinghouse.

- b. All borrowers exempt from the audit requirements cited in 1(a) above, and who do not otherwise have annual audits, will within 60 days following the end of the borrower's fiscal year furnish RD with annual financial statements, consisting of a verification of the organizations, balance sheet and statement of income and expenses.

Grantees exempt from the audit requirements cited in 1(a) above, and who do not otherwise have annual audits, will within 60 days following the end of the fiscal year in which any grant funds were expended furnish RD with annual financial statements consisting of a verification of the organizations, balance sheet and statement of income and expenses.

The grantee may use Forms RD 442-2 "Statement of Budget, Income and Equity" and 442-3 "Balance Sheet", or similar format to provide the financial information.

2. **Audit agreement**—If you are required to obtain the services of a licensed Certified Public Accountant (CPA), you must enter into a written audit agreement with the auditor. The audit agreement may include terms and conditions that you and auditor deem appropriate.

COMMUNITY FACILITIES GRANT AGREEMENT

Grantee and Agency

This Grant Agreement (Agreement) dated _____, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 2 C.F.R. Part 200, “UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS”, which are incorporated by reference into this Agreement. Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants and are also incorporated by reference into this Agreement.

This Agreement for the Project and Amount described below (the “Project Description”) and for the Community Facilities grant, CFDA Number 10.766, is between the Grantee, a public body, nonprofit corporation or Indian tribe (you), and the United States of America acting through the Rural Housing Service (RHS or Agency).

I. GENERAL AWARD INFORMATION

1. Grantee Name & Address	2. Unique Entity ID.
	3. Case No.
4. Federal Award Identification Number (FAIN)	5. Award Date
6. Performance Start Date	7. Performance End Date
8. Amount of Federal Funds Obligated for this Action, and Total Amount of Federal Funds Obligated	9. Amount of Matching/Other Funds (if applicable)
10. Total Project Cost (Budget Approved Amount)	11. Award as Percentage of Total Project Cost %
12. Grantee Contact (Name, Title, Contact Info)	13. Agency Contact (Name, Title, Contact Info)
14. Description of Real Property covered by the grant	15. Description of Equipment covered by the grant

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 0575-0173 and 0575-0200. Public reporting for this collection of information is estimated to be approximately 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, completing, and reviewing the collection of information. All responses to this collection of information are voluntary. However, in order to obtain or retain a benefit, the information in this form is required by 7 CFR 3570-B, Community Facilities Grant Program, and Section 1002 of the American Rescue Plan Act. Rural Development has no plans to publish information collected under the provisions of this program. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Rural Development Innovation Center, Regulations Management Division at ICRMRequests@usda.gov.

The Agency has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Agency. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Agency. The Agency may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

II. RESPONSIBILITIES

A. Grantee. The Grantee shall cause said project to be completed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by the Agency as required by 7 C.F.R. part 3570. The Grantee will remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 7 C.F.R. part 3570, subpart B and 2 C.F.R. parts 200, 400, 415, 416, 417, 418, 421, and 422. The most commonly-referenced provisions are identified below.

1. **Financial and Program Management.** You must follow the financial and performance management requirements in 2 C.F.R. § 200.300-.309.

a. **Financial Management.** You must maintain a financial management system in compliance with 2 C.F.R. § 200.302.

b. **Internal Controls.** You must maintain internal controls in compliance with 2 C.F.R. § 200.303.

c. **Payments.** You must comply with the payment requirements described in 2 C.F.R. § 200.305. Payment must be requested by using the SF-270, "Request for Advance or Reimbursement" or SF-271, "Request for Reimbursement for Construction Programs" (as applicable). Receipts, hourly wage rate, personnel payroll records, or other documentation must be provided upon request from RHS if the request is for an advance; otherwise, the documentation must be provided at the time of the request. Requests for payment must be sent to the Agency contact listed in Section I.14.

d. **Revisions of the Work Plan and Budget.** You must complete all elements of the Work Plan in Attachment A in accordance with that Attachment and must use project funds only for the purposes and activities specified in Attachment A - Approved Work Plan and Budget. You must further complete the outcomes shown for each Work Plan items within the time and scope constraints shown in Attachment A. You must report any changes and request prior approvals in accordance with 2 C.F.R. § 200.308.

e. **Period of Performance.** You may only incur costs chargeable to the award in accordance with 2 C.F.R. § 200.309.

f. **Bonding.** You must maintain your fidelity bond coverage in the amount of \$_____ for the Period of Performance of the award. (See 2 C.F.R. § 200.304)

- g. Program Income.** You must comply with the requirements of 2 C.F.R. § 200.307. Additionally, if program income is earned during the period of performance, you may use it in accordance with 2 C.F.R. § 200.307(e)(2), provided that you inform us in writing of your intent prior to the award date. However, if you earn program income in excess of what can be used under 2 C.F.R. § 200.307(e)(2) or if you earn unanticipated program income, you must comply with 2 C.F.R. § 200.307(e)(1). Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.
2. **Procurement and Property Standards.** You must follow the procurement standards requirements in 2 C.F.R. § 200.310-.326.
3. **Performance and Financial Monitoring and Reporting.** You must follow the requirements in 2 C.F.R. Part 170, including Appendix A, and 2 C.F.R. § 200.327-.329, and submit reports as outlined below. Unless otherwise directed in the addendum to this Agreement, the reports are due as indicated below.
- a. Form SF-425, “Financial Status Report.”** Reports are due 30 calendar days after the reporting period ends. A final report is due within 120 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):
- Annually: January 1 - December 31
- Annually: July 1 - June 30
- Semi-Annually: January 1 – June 30 and July 1 – December 31
- Semi-Annually: April 1 – September 30 and October 1 – March 31
- Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31
- b. Performance Reports.** SF-PPR, “Performance Progress Report” is due 30 calendar days after the reporting period ends. A final report is due within 120 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):
- Annually: January 1 - December 31
- Annually: July 1 - June 30
- Semi-Annually: January 1 – June 30 and July 1 – December 31
- Semi-Annually: April 1 – September 30 and October 1 – March 31
- Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

The performance narrative on the Performance Project Report shall include, but is not limited to, the following:

- i. Describe the activities that the funds reflected in the financial status report were used for;
- ii. A comparison of actual accomplishments to the objectives established for that period;
- iii. Reasons why established objectives were not met, if applicable;
- iv. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of project work elements during established time periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation;
- v. Objectives and timetables established for the next reporting period;

The final report (due 120 calendar days after the period of performance end date) will also address the following:

- i. What have been the most challenging or unexpected aspects of this program?
- ii. What advice, best practices, and actions would you recommend to other organizations planning a similar program that would increase the success of their program? Please include strengths and limitations of the program. If you had the opportunity, what would you have done differently?

4. **Operations.** The Grantee will manage, operate and maintain the facility, including this project if less than the whole of said facility, continuously in an efficient and economical manner in accordance with 7 C.F.R. § 3570.61(e).
5. **Funding.** The Grantee will not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds in accordance with 7 C.F.R. § 3570.66.
6. **Default.** Upon any default under its representations or agreements contained in this instrument, 2 C.F.R. Part 200, or 7 C.F.R. Part 3570, Grantee, at the option and demand of the Agency, will immediately repay to the Agency the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by the Agency, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by the Agency to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made.

7. **Real Property.** Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed and in accordance with 2 C.F.R. § 200.311; 2 C.F.R. § 200.312; 7 C.F.R. § 15.4(a)(2) and 7 C.F.R. § 3570.92. In accordance with Title VI of the Civil Rights Act of 1964, deeds for real property must comply with the requirements for the Reverter and Habendum clauses.
 - a. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.
 - b. The Grantee shall obtain the Agency's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Agency.
 - c. When the real property is no longer needed, as provided in paragraphs (a) and (b) above, the Grantee shall request disposition instructions from the Agency. The Agency will observe the following rules in the disposition instructions:
 - i. The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;
 - ii. The Grantee may be directed to sell the property under guidelines provided by the Agency and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practical and result in the highest possible return;
 - iii. The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;
8. **Equipment.** Abide by the following conditions pertaining to equipment which is furnished by the Agency or acquired wholly or in part with Grant Funds. Equipment is defined at 2 C.F.R. § 200.33 and is tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

- a. **Use of equipment.** The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:
 - i. Activities sponsored by the Agency.
 - ii. Activities sponsored by other Federal agencies.
- b. **Use of equipment.** During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to the Agency sponsored projects. Second preference will be given to other federally sponsored projects.
- c. **Disposition of equipment.** When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with 2 C.F.R. § 200.313 and 7 C.F.R. §15.4(a)(3) :
 - i. Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.
 - ii. Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Agency. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Agency.
 - iii. The Agency shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Agency to determine whether a requirement for the equipment exists in other Federal agencies. They shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

- If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.
 - If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.
 - If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Agency for such costs incurred in its disposition.
- d. The Grantee's property management standards for equipment shall be in accordance with 2 CFR § 200.313 and shall include:
- i. Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price, or the method used to determine current fair market value if the Grantee reimburses the Agency for its share.
 - ii. A physical inventory of equipment shall be taken, and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.
 - iii. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
 - iv. Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
 - v. Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

9. **Earned Interest.** Grantee agree to account for and to return to Agency interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement.
10. **Record Retention and Access.** You must retain records related to this work performed under this Agreement and allow access to them in accordance with 2 C.F.R. § 200.333-.337.
11. **Closeout.** You must comply with the closeout requirements in 2 C.F.R. § 200.344.
12. **Post-Closeout Adjustments and Continuing Responsibilities.** You must continue to comply with the requirements in 2 C.F.R. § 200.345 even after the Period of Performance for this Agreement has ended.
13. **Cost Principles.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart E.
14. **Audits.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart F.
15. **Civil Rights Compliance.** Unless otherwise provided in the addendum, you must comply with Executive Order 12898, Executive Order 13166- Limited English Proficient, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as applicable. You must make the public facility or services available to all persons in the Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status or physical or mental disability at reasonable rates, including assessments, taxes, or fees. You may make modifications as long as they are reasonable and nondiscriminatory. Your compliance shall include collection and maintenance of data on race, sex, and national origin of your membership, ownership, and employees. This data must be available to us for Civil Rights Compliance Reviews. You must submit to a post-award compliance review conducted after the final disbursement of grant funds has occurred.
16. **Execute Agreements.** The Grantee will execute any agreements required by the Agency which the Grantee is legally authorized to execute. If any such agreement has been executed by the Grantee as a result of a loan being made to the Grantee by the Agency contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant.

17. **Universal Identifier and Central Contractor Registration.** The Grantee must have a Unique Entity ID number in order to apply for, receive, and report on a Federal award. Additionally, the Grantee must comply with the additional requirements set forth in Attachment C regarding the Unique Entity ID Requirements and the Central Contractor Registry (CCR) Requirements found at 2 CFR Part 25, including Appendix A. For the purposes of this Agreement, “you” in Attachment B shall mean “Grantee” as defined hereunder;
 18. **Federal Funding Accountability and Transparency Act.** The Grantee is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the Grantee at 2 CFR Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR Part 170 Reporting Subaward and Executive Compensation Information. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310. See also 2 C.F.R. § 200.11-200.113.
 19. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Agency or acquired wholly or in part with Agency funds without the written consent of the Agency except as provided in paragraph 8 (c).
 20. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).
- B. Rural Housing Service (RHS).** RHS has agreed to give the Grantee the grant funds, subject to the terms and conditions established by RHS. Provided, however, that any grant funds actually advance and not needed for grant purposes shall be returned immediately to RHS. RHS may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation. RHS shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement. The most commonly-referenced provisions are identified below.
1. **Payments.** We will advance or reimburse funds up to the Award Amount identified in Section I.9 upon the Grantee’s proper request according to Section II.A.1.c.
 2. **Monitoring and Enforcement.** We will monitor the project to ensure that you are in compliance with the terms of the award. If we find that you are not in

compliance, we will enforce the terms of this Agreement using the provisions of 2 C.F.R. § 200.338-.342.

- a. Will assist Grantee, within available appropriations, with such technical assistance as Agency deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.
 - b. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Agency may determine to be (1) advisable to further the purpose of the grant or to protect Agency's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.
3. **Termination of This Agreement.** This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Agency and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Agency agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds. In all cases termination and notification will be in accordance with 2 C.F.R. § 200.339 and 200.340.

C. **Both Parties.** The Grantee and RHS agree to the following:

1. **Invalid Clauses.** The invalidity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Agreement shall not affect the remaining portions of the Agreement.
2. **Conflict between this Agreement and Other Applicable Regulations or Laws.** If there is a conflict between this Agreement and the applicable Program Regulation, the applicable Program Regulation shall prevail. If there is a conflict between this Agreement and another law or regulation, RHS shall seek a legal opinion to determine which provision applies.
3. **Dates.** When the date fixed for the performance of an act under this Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.

The signatories below certify that they have authority to enter into this Agreement.

Approved by an Authorized Representative of the Grantee:

Name (Please Print)

Title (Please Print)

Signature

Date

Approved by the United States of America, Rural Housing Service by:

Name (Please Print)

Title (Please Print)

Signature

Date

Attachment A

Approved Work Plan and Budget

(The work plan must have time, scope, and outcome entries for each task.)

ATTACHMENT B

I. Reporting Executive Compensation.

A. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:
 - a. the total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received
 - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);
 - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.html>)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - a. As part of your registration profile at <http://www.ccr.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.

B. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if
 - a. in the subrecipient's preceding fiscal year, the subrecipient received—
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - a. To the recipient.
 - b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- C. *Exemptions.* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
1. Subawards, and
 2. The total compensation of the five most highly compensated executives of any subrecipient.
- D. *Definitions.* For purposes of this award term:
1. *Entity* means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization;
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a
 - f. non-Federal entity.
 2. *Executive* means officers, managing partners, or any other employees in management positions.
 3. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program.
 - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 4. *Subrecipient* means an entity that:
 - a. Receives a subaward from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
 5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - a. *Salary and bonus.*
 - b. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - e. *Above-market earnings on deferred compensation which is not tax-qualified.*
 - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

ATTACHMENT C**I. System for Award Management and Universal Identifier Requirements**

- A.** Requirement for Registration with the General Services Administration's System for Award Management. Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- B.** Requirement for Unique Entity ID Numbers.
The Grantee must have a Unique Entity ID number in order to apply for, receive, and report on a Federal award. The DUNS Number is no longer valid for federal award identification. On April 4, 2022, the Unique Entity ID from SAM.gov is now the authoritative identifier for those doing business with the federal government.
- C.** Definitions. For purposes of this award term:
1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
 2. The Unique Entity ID from SAM.gov is now the authoritative identifier for those doing business with the federal government. The Unique Entity ID is generated in SAM.gov. If you are registered in SAM.gov (active or not), you already have a Unique Entity ID. It is viewable at SAM.gov. If you are new to SAM.gov and will be registering for the first time, you will get your Unique Entity ID (SAM) during registration.
 3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program.
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.



Storey County Board of Highway Commissioners Agenda Action Report

Meeting date: 7/1/2025 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min.

Agenda Item Type: Discussion/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: 7758470958

- **Staff Summary:** Discussion of roads and highways throughout the county.
- **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

	<h1>Board of Storey County Fire Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 7/1/2025 10:00 AM - BOCC Meeting		Estimate of Time Required: 5
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval of Resolution 25-764 establishing a Special Revenue Fund known as Compensated Absence Fund within the Storey County Fire District as of June 30, 2025.
- **Recommended motion:** I, Fire Commissioner _____, approve Resolution 25-764 establishing a Special Revenue Fund know as Compensated Absence Fund within the Storey County Fire District as of June 30, 2025.
- **Prepared by:** Jennifer McCain

Department: Comptroller

Contact Number: 7758471133

- **Staff Summary:** The primary purpose of the Fire Compensated Absence Fund is to cover the costs associated
- with leave payouts when an employee leaves Storey County Fire District. As an employer that
- promotes longevity, we must also recognize the costs involved when our employees
- effectively manage and utilize their available leave. Therefore, a responsible to plan for
- these expenses in advance, ensuring that the budget remains intact when these liabilities
- arise.
- • The funds will remain in the Fire Compensated Absence Fund and be accounted for separately
- from the Fire General Fund. Once allocated to the Fire Compensated Absence Fund, these funds
- cannot be transferred back to the Fire General Fund or any other Fire Special Revenue Fund.
- • Initial funding for the Fire Compensated Absence Fund will come from a portion of
- unanticipated revenue from the Fire General Fund, at approximately \$1,000,000.
- **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. 25-764

STOREY COUNTY BOARD OF FIRE
COMMISSIONERS STOREY COUNTY, NEVADA

A RESOLUTION ESTABLISHING A SPECIAL REVENUE FUND KNOWN AS THE FIRE DISTRICT COMPENSATED ABSENCES FUND FOR STOREY COUNTY FIRE PROTECTION DISTRICT AND OTHER MATTERS PROPERLY RELATING THERETO.

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

WHEREAS, Storey County Fire Protection District recognizes the need to minimize the unfunded liability for future payments for compensated absences, and

WHEREAS, it is in the best financial interest of the District to establish a separate fund to account for compensated absences, and

WHEREAS, Nevada Revised Statutes Chapter 354 allows:

The governing body of a local government to establish a fund for specific purposes, and

WHEREAS, the money in the fund must be used only for the payment of compensated absences. The money in the fund at the end of the fiscal year may not revert to any other fund or be a surplus for any purpose other than the purpose specified in this subsection, and

WHEREAS, funding for this fund will come from transfers from all funds that have salaries and benefits as a percentage of total payroll, and

WHEREAS, the District currently has an unfunded general long-term liability for compensated absences, and

WHEREAS, the District may be forced to cover any deficiencies in the fund balance through general resources, and

WHEREAS, the goal shall be to fully fund the long-term compensated absences such that the fund balance shall be reserved for such purpose and the reserved amount as computed in accordance with county code shall be determined reasonable and necessary. The reserved amount shall not exceed the total obligation.

NOW, THEREFORE, BE IT RESOLVED that the Board of Fire Commissioners of the Storey County Fire Protection District, by unanimous vote, to adopt this Resolution providing for the establishment of this special revenue fund to be named **“Fire District Compensated Absences Fund”** which the revenues will be classified as general revenues and the related expenditures be accounted for as required by NRS Chapter 354.

BE IT FURTHER RESOLVED, that this resolution shall be effective on the _____ day of _____, 2025.

PROPOSED AND ADOPTED this _____ day of _____ AD, 2025.

THOSE VOTING AYE:

THOSE VOTING NAY:

STOREY COUNTY BOARD
OF FIRE COMMISSIONERS

ATTEST:

Chairman

Clerk of the Board



Storey County Board of Fire Commissioners

Agenda Action Report

Meeting date: 7/1/2025

Estimate of time required: 5 Minutes

Agenda: Consent [] Regular agenda [X] Public hearing required []

1. **Title:** DISCUSSION/POSSIBLE ACTION: Approval for the Fire Chief to sign an Interlocal Agreement with the State of Nevada, Department of Public Safety, State Fire Marshal Division, delegating authority to the Storey County Fire Protection District to conduct inspections, plans reviews, and other code enforcement responsibilities as outlined in NAC 477 and NRS 477.
2. **Recommended motion:** I (Fire Commissioner) move to approve the Fire Chief to sign an Interlocal Agreement with the State of Nevada, Department of Public Safety, State Fire Marshal Division, delegating their authority to the Storey County Fire Protection District to perform inspections, plan reviews, and other fire code enforcement activities in accordance with NAC 477.917 and NRS 477.030.

3. **Prepared by:** Jeremy Loncar

Department: Fire

Telephone: 847-0954

4. **Staff summary:** This item requests approval for the Fire Chief to execute an updated Interlocal Agreement with the State Fire Marshal Division. Storey County, having a population under 100,000, falls under the jurisdiction of the State Fire Marshal per NRS 477.030 and NAC 477.917. However, through this agreement, the State delegates its authority to the Storey County Fire Protection District to enforce fire codes, conduct inspections, and perform plan reviews within the District's boundaries. This new agreement will replace the existing Interlocal which expires on July 1, 2025, and will remain in effect through December 31, 2029. The agreement ensures continued local enforcement of fire codes and supports the District's operational efficiency.

5. **Supporting materials:** Interlocal Contract

6. **Fiscal impact:** N/A

Funds Available:

Fund:

___ Comptroller

7. **Legal review required:**

___ District Attorney

8. **Reviewed by:**

JL Department Head

Department Name: Fire District

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. __

CETS #:	
Agency Reference #:	

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	Department of Public Safety, State Fire Marshal Division
Address:	107 Jacobsen Way
City, State, Zip Code:	Carson City, Nevada 89701
Contact:	Jennifer Ramos
Phone:	775-684-4509
Fax:	
Email:	

Public Entity #2:	Storey County Fire Protection District, hereinafter known as “agency”
Address:	145 N “C” Street
City, State, Zip Code:	Virginia City, NV 89440
Contact:	Jeremy Loncar
Phone:	(775) 847-0954
Fax:	(775) 847-0987
Email:	Jloncar@StoreyCounty.org

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, ‘Contract’ means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

CETS #:	
Agency Reference #:	

CONTRACT TERM. This Contract shall be effective as noted below, unless sooner terminated by either party as specified in **Section 4, Termination**. Contract is subject to Board of Examiners' approval (anticipated to be April 14, 2028)

Effective From:	Upon approval	To:	
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3. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in **Section 3, Contract Term**, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
5. **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:

ATTACHMENT A:	SCOPE OF WORK
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Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

6. **CONSIDERATION.** The agency agrees to provide the services set forth in paragraph (6) at no cost to the State based on other good and valuable services performed by each party under this contract, including but not limited to the Agency's being permitted to gain benefits, including collection of certain fees, which would otherwise be unavailable, from performing those services. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.
7. **ASSENT.** The parties agree that the terms and conditions listed in the 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 expressly provided.
8. **INSPECTION & AUDIT**
 - A. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
 - B. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, 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 where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

CETS #:	
Agency Reference #:	

- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
9. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
 10. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
 11. **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, acts of public enemy, acts of terrorism, 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.
 12. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
 13. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party 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 constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
 14. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
 15. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
 16. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
 17. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
 18. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
 19. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

CETS #:	
Agency Reference #:	

20. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
21. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
22. **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. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
23. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a 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 a 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, approved by the Office of the Attorney General.

CETS #:	
Agency Reference #:	

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

Jeremy Loncar	Date	Fire Chief
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Chief. Mike Dzyak	Date	Nevada State Fire Marshal,
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	Date	ASO IV, Senior Fiscal Officer
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Approved as to form by:

Deputy Attorney General for Attorney General		On: Date
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Attachment A

Scope of work

Between the

Storey County Fire Protection District, hereinafter known as "Agency"

And the

State Fire Marshal Division, hereinafter known as "Division"

1. The Department of Public Safety, State Fire Marshal Division ("Division") is required by Nevada Revised Statutes (NRS) Chapter 477 and Nevada Administrative Code (NAC) Chapter 477 to perform certain fire/life safety functions in counties having populations of less than 100,000. This Attachment "A" Scope of Work becomes part of the interlocal Contract upon signature of both parties and shall be reviewed annually not later than March 1st. Upon annual review of the contract, if Agency and Division agree no changes are necessary a letter documenting that decision will be issued by the Division to the Agency. If upon annual review of the contract, changes are deemed necessary, the Agency and Division will agree to the changes and the interlocal Contract will be amended.
2. The Agency has requested the Division delegate fire and life safety functions to the Agency in accordance with NRS 477.030(10).
3. The Agency certifies, and the Division has verified, that the Agency is qualified and willing to perform these fire and life safety functions within its jurisdictional boundaries. The Agency agrees to perform the plan examination prior to construction, during construction, and supervise field inspections of all commercial structures on an annual basis, including, but not limited to those facilities as identified in NRS 477.030(1)(c). The division maintains the right to have final say on all code interpretations in interlocal facilities.
4. The Agency agrees to perform the initial and subsequent regular inspections of licensed care facilities within their boundaries as identified in NRS 432A.180(2), NAC 424.135(2)(b), NAC 449.0112, and NAC 449.229
5. The Agency agrees to perform annual inspections for all buildings, except private residences, used for sleeping purposes, such as hotels and motels, buildings used for public assembly and all buildings where large numbers of persons work, live, or congregate for any purpose as identified in NRS 477.030(1)(c).
6. Hazardous materials verification shall be completed by the Agency, and the Agency shall direct the facility to the Nevada Combined Agency Hazardous Materials Permit "on-line" reporting web site or to the help desk for assistance in filling out the report form. The Agency will forward the inspection report to Division within ten (10) business days of the inspection/verification.
 - a. A report from Division to the Agency that lists current facilities required to report Hazardous Materials, will be done quarterly to ensure tracking of permits from the Agency to Division.
7. INSPECTIONS. The Agency is hereby delegated the responsibility to perform inspections of state owned or leased facilities. Such inspection shall be conducted in accordance with the

priority inspection schedule maintained by the Division. Inspection reports shall be forwarded to the Division within ten (10) days of inspection. The Agency shall inspect and schedule appropriate re-inspections as required. If required repairs have been made to the State building to correct the violations, then the report shall be forwarded to the Division within ten (10) business days; if required repairs to the State building have not been completed to correct the violations then the report is forwarded to the Division within ten (10) business days for further action in accordance with NRS 477.035. The inspections shall be conducted within the standards and codes adopted by the Division.

8. PLAN REVIEWS. The Agency is hereby delegated the responsibility to perform all plan reviews for all occupancy groups (excluding private residences) -covered by the currently adopted editions of the International Fire Code, International Building Code, Uniform Mechanical Code and/or the International Wildland-Urban Interface Code, International Existing Building Code as applicable to the plan review being performed with the exception of all state-owned facilities. The responsibilities delegated to the Agency by the Division will be performed by the Agency within its boundaries only. Plan reviews will be performed using codes and standards adopted by the Division as specified in NAC sections 477.280, 477.281 and 477.283. In no case shall the Agency use any lesser code or standard than the Division has adopted.
9. It is expressly understood that the delegation of this authority makes the Agency the statutory designee of the Division only for the purpose of administering the program described in this agreement and does not reduce or eliminate the Agency's responsibility for all damages to persons or properties of any kind resulting from any act, omission, neglect or misconduct of the Agency staff in the manner or method of performing the work for the duration of this Agreement.
10. The Agency's jurisdiction for facilities listed above shall cover the plans examination for new construction, additions, and remodels leading to the issuance of a Certification of Occupancy in concert with the Building Department.
11. The Agency shall submit a list of employees/agents conducting plan reviews and inspections for Special Deputy Cards no later than December 10th of the calendar year to Division for annual renewal. The Agency will send to Division, with the list, a JPEG picture (above the shoulders) of the employee/agent to be issued an ID card.
12. The Division will review, and the Agency may inspect the following projects for compliance with state adopted codes. The Division may impose additional plan review fees upon the applicant for these reviews.
 - a. Any project when the Division is requested to do so by the Agency.
 - b. When, in the opinion of the Division and/or the Agency, the scope and technical complexity of a project exceeds the Agency's capabilities, or in the discretion and opinion of the Division, additional Divisional involvement is warranted.
13. The Agency is required to maintain qualified personnel and programs under this Agreement as outlined in NRS 477.030 (10). Personnel conducting activities under this Agreement are required to maintain professional licenses, certifications, or other documentation acceptable to the Division as listed in the Nevada Fire Service Professional Qualifications and nationally acceptable standards in order to demonstrate their proficiency, experience and qualifications to conduct the associated work. Continuing education is the responsibility of the Agency personnel to complete in accordance with the issuing authority, such as ICC. One of the following certificates

or licenses must be maintained current without pending disciplinary action by Agency personnel involved in conducting plan review and/or inspection at all times:

- a. A Nevada licensed professional engineer practicing within their area of expertise.
 - b. A Nevada licensed architect practicing within their area of expertise.
 - c. A current International Code Council and State of Nevada certification as outlined in the Nevada Fire Service Professional Qualifications as a Fire Plans Examiner. The acquisition of an International Code Council certification as a fire plans examiner will qualify an individual for a State of Nevada certification provided the fire chief of the agency formally requests in writing to the State Fire Marshal Division and as outlined in the Nevada Fire Service Professional Qualifications. A state certification may also be obtained by attending a state sponsored course for certification.
 - d. A current International Code Council and State of Nevada certification as outlined in the Nevada Fire Service Professional Qualifications as a Fire Inspector I. The acquisition of an International Code Council certification as a Fire Inspector I will qualify an individual for a State of Nevada certification provided the fire chief of the agency formally requests in writing to the State Fire Marshal Division and as outlined in the Nevada Fire Service Professional Qualifications. A state certification may also be obtained by attending a state sponsored course for certification.
 - e. A current International Code Council and State of Nevada certification as outlined in the Nevada Fire Service Professional Qualifications as a Fire Inspector II. The acquisition of an International Code Council certification as a Fire Inspector II will qualify an individual for a State of Nevada certification provided the fire chief of the agency formally requests in writing to the State Fire Marshal as outlined in the Nevada Fire Service Professional Qualifications. A state certification may also be obtained by attending a state sponsored course for certification.
14. A State of Nevada certification as a Fire Inspector, Level III as outlined in the Nevada Fire Service Professional Qualifications combined with an International Code Council Certification. Contract personnel or firms conducting work for or on behalf of the Agency shall meet the same qualifications as the Agency as defined in the above section. They shall also hold state of Nevada licenses to provide such work and be subject to the approval of the Division prior to conducting any work under this Agreement. The Division reserves the right to verify qualifications of, and approve or disapprove any individual or firm under consideration for hire by the Agency as a third-party contractor to perform plan review and inspection under this Agreement. The disapproval of any individual or firm by the Division must be based on the qualifications, license or certificate status, or past performance history of that individual or firm. If the Agency identifies a special project requiring review by a group of experts, the result, outcome, or opinion resulting from such review must be analyzed and approved by a Nevada licensed Fire Protection Engineer. Documentation of such approval must be provided to the Agency and Division for those projects listed under NRS 477.030.
15. Documentation of the qualifications and continuing education required in items 11 and 12 above, including re-certification as required by the certification organization, shall be supplied to the Division prior to this Agreement taking effect; annually thereafter; and upon the request of the Division. Personnel added to the work program by the Agency or any firm contracting with the Agency must be submitted to and approved by the Division prior to such personnel

conducting any work under this Agreement. The Division will respond to the Agency within 15 business days, communicating its approval, disapproval, or request for additional information to add personnel or contractors to the work program. The requirement to have approved certified personnel will not prohibit the Agency from utilizing trainee position(s) for up to one (1) year provided the trainee operates under the direct supervision of approved personnel.

16. The Agency shall require full enforcement of the most current edition of the Nevada State Fire Marshal regulations (Nevada Administrative Code, Chapter 477), the most currently adopted editions of the International Building Code, International Fire Code, International Existing Building Code, Uniform Mechanical Code and the National Fire Protection Association (NFPA) Standards as may be properly adopted in any local governing ordinance but never less than those established by the Nevada Department of Public safety, State Fire Marshal Division in the NAC sections 477.280 through 477.283.
17. The Agency is authorized to charge permit applicants such fees as the Agency may adopt for plan reviews and field inspections performed in accordance with this Agreement. The Agency will not charge the State or the Division fees nor will it bill the State or the Division for any of its costs for the services provided under this Agreement.
18. The Agency is prohibited from granting waivers, variances, or approvals of alternate methods, or materials differing from the regulations or adopted codes and standards of the Division for any project/property of which is the responsibility of the Division under NRS 477.030. All requests for variances must be reviewed and approved by the Division through the use of the State Fire Marshal's Variance Request procedure in accordance with NAC 477.287. Variances shall be approved only if the Division concurs that the request provides an acceptable alternate means to achieve a comparable level of safety. The Division may, within its discretion, seek input from the Agency in the review of a variance requests related, but not limited to, fire apparatus access and water supply. However, the final decision to approve, approve with conditions or reject the variance request remains solely with the Division for those projects/property of which is the responsibility of the Division under NRS 477.030. The Division may impose additional fees upon the applicant for its review of a variance request.
19. The Division may develop formats for reporting forms and training guidelines for use by the Agency as they become necessary.
20. The Agency shall submit to the Division an annual report of building plans reviewed, fire protection plans reviewed, and fire inspections conducted each calendar year under this agreement no later than February 1st of each succeeding year. The report forms are attached and are labeled "Attachment BB, Building Plans Review", "Fire Protection Plans Review", and "Fire Inspections".
21. Pursuant to NRS 477.030(7) and NAC 477.905, the Agency will report to the National Fire Incident Reporting System (NFIRS) via website that it is in full compliance with NFIRS.
22. The Agency is hereby responsible to contact the Division to investigate all fires within its jurisdictional boundaries. The Agency will promptly contact the Division to investigate any fire from which an injury and/or death results or is of a highly suspicious nature. Neither the Agency nor the Division will bill for services provided under a request for cause and origin investigation.
23. State Fire Marshal Division Training Bureau will meet with the Agency to ensure the requirements for certification testing are being followed to maintain national accreditation

within the state. The Agency shall ensure that individuals who perform these functions maintain a current State of Nevada certification as a written test proctor, or assistant evaluator, or lead evaluator, dependent on the test to be administered and at the level in which these individuals are operating. The Agency shall ensure that all certification proctors and evaluators used by the Agency follow the procedures as outlined in the Division's, Guidebook for Certification Proctors, Lead and Skills Evaluators.



Storey County Board of Fire Commissioners

Agenda Action Report

Meeting date: 7/1/2025

Estimate of time required: 5 Minutes

Agenda: Consent [] Regular agenda [X] Public hearing required []

1. **Title:** Discussion/Possible Action: To approve awarding a professional services contract to SWCA Environmental Consultants to update the Storey County Fire Protection District's Community Wildfire Protection Plan (CWPP), for an amount not to exceed \$185,500. This project is fully funded through a sub-award from the Nevada Division of Forestry, under the Community Wildfire Defense Grant (CWDG) Program.
2. **Recommended motion:** I (Fire Commissioner) move to approve an award for professional services to SWCA Environmental Consultants for the purpose of updating the Storey County Fire Protection District's Community Wildfire Protection Plan, in an amount not to exceed \$185,500, to be paid using subaward funding received through the Nevada Division of Forestry under the Community Wildfire Defense Grant.

3. **Prepared by:** Jeremy Loncar

Department: Fire

Telephone: 847-0954

4. **Staff summary:** The Storey County Fire Protection District has been selected to receive funding through the Community Wildfire Defense Grant (CWDG) Program as a sub-award from the Nevada Division of Forestry. These funds will be used to update the District's Community Wildfire Protection Plan (CWPP), originally adopted in 2013. The CWPP serves as the guiding document for wildland fire mitigation and fuels reduction activities and is necessary for continued eligibility for future grant funding.

Following a competitive selection process, SWCA Environmental Consultants has been identified as the most qualified firm to perform the necessary updates to the CWPP. Their proposal aligns with the goals of the District and meets the requirements of the CWDG Program.

5. **Supporting materials:** See attached

6. **Fiscal impact:**

a. Funds Available: Yes

Fund: 290

__X__ Comptroller

7. **Legal review required:** _____

___ District Attorney

8. **Reviewed by:**

a. JL Department Head

Fire District

9. **Board action:**

- a. ☐ Approved
- b. ☐ Denied

Other agency review: County HR__

- ☐ Approved with Modifications
- ☐ Continued

Agenda Item No. ____



Storey County Board of Fire Commissioners

Agenda Action Report

Meeting date: 7/1/2025

Estimate of time required: 5 Minutes

Agenda: Consent [] Regular agenda [X] Public hearing required []

1. **Title:** DISCUSSION/POSSIBLE ACTION: Approval to overhire up to three (3) Firefighter/AEMTs or Firefighter/Paramedics in preparation for fall 2025 fire academy enrollment to fill anticipated position openings resulting from internal promotions and retirements not to exceed 12 months past the time of hire.
2. **Recommended motion:** I (Fire Commissioner) move to approve the overhire of up to three (3) Firefighter/AEMTs or Firefighter/Paramedics in advance of the fall 2025 fire academy to proactively address anticipated staffing needs due to internal movement, including promotions and retirements for a period to not exceed 12 months from the time of hire.
3. **Prepared by:** Jeremy Loncar

Department: Fire

Telephone: 847-0954

4. **Staff summary:** This agenda item seeks approval to overhire up to three firefighter positions in advance of confirmed openings due to expected internal personnel movement, such as promotions and retirements. This proactive approach allows the district to prepare for the fall 2025 fire academy and ensure continuity in operations. Approval at this time would allow selected candidates to be processed and enrolled in the upcoming academy cycle.

This request is unbudgeted in the adopted FY 2025/2026 budget and will require operational adjustments to absorb the temporary additional staffing costs until vacancies materialize.

5. Supporting materials:

6. Fiscal impact: N/A

Funds Available:

Fund: 250

 X Comptroller

7. Legal review required:

_____ District Attorney

8. Reviewed by:

 JL Department Head

Department Name: Fire District

Other agency review: _____

9. Board action:


☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. __

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 7/1/2025 10:00 AM - BOCC Meeting	Estimate of Time Required: 30 min.	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Discussion and possible consideration directing county staff to research, consult with State and Lyon County officials, and to develop findings and recommendations for future board consideration regarding the transfer of Comstock Historic District and the Comstock Historic District Commission responsibilities and administration from the state to the county.
- **Recommended motion:** I (commissioner) motion to direct county staff to research, consult with State and Lyon County officials, and to develop findings and recommendations for future board consideration regarding the transfer of Comstock Historic District and the Comstock Historic District Commission responsibilities and administration from the state to the county.
- **Prepared by:** Austin Osborne

Department: Commissioners

Contact Number: 775.847.0968

- **Staff Summary:** Senate Bill 78, introduced in the 2025 Nevada legislative session, proposed the elimination of the Comstock Historic District Commission (CHDC) and re-assignment of its duties to a new consolidated statewide Commission for Cultural Historic Preservation. The bill failed to get legislative approval and died. However, legislative efforts to eliminate or consolidate various state commissions, including the CHDC, are predicted to re-occur in the future.
- The Comstock Historic District encompasses the entire land area of the Virginia City National Historic Landmark. Most of the district is in Storey County and includes Virginia City, Gold Hill, American Flat, and Six Mile Canyon. It also extends into Lyon County, where it includes all of Silver City and a small portion of Dayton.
- Maintaining the integrity of America's largest historic landmark is currently managed in-part by the State Historic Preservation Office (SHPO) through the local CHDC.
- The CHDC oversees restoration and modification of historic and modern structures, and it applies form-based design standards to all construction in the district from major developments to exterior paint color. The CHDC is highly accessible and engaged with residents, builders, and businesses it serves, possessing practical qualifications and local knowledge needed to ensure appropriate application of historic design regulations, community outreach, and consistent code compliance.
- The following exemplifies potential impacts of CHDC elimination or consolidation on Virginia City and Gold Hill in Storey County, Dayton and Silver City in Lyon County,

and other surrounding areas within the historic district like American Flat and Six Mile Canyon.

- • Major and minor permits (new homes, paint color, etc.) would be decided by officials with little or no knowledge of historic standards or local conditions, and at meetings hundreds of miles from the place of use.
- • Code compliance would be disincentivized, resulting in likely harm to the area and its historic structures.
- • Small family tourism businesses may be impacted by erosion of historic authenticity likely to occur over time.
- • Decades of historic preservation progress and investments by the State may degrade and go wasted.
- • Storey County's National Park Service, "Certified Local Government" status may be compromised resulting in loss of eligibility for future federal grants and funding for historic preservation projects.
- Of the six certified historic districts in Nevada, five are managed solely by their respective county or local jurisdiction. They include Boulder City, Carson City, Las Vegas, Reno, and Winnemucca. The Comstock Historic District, unlike Nevada's remaining historic districts and most historic districts in the nation, is managed by state regulatory agencies pursuant to state statutes (NRS 384).
- Storey County consulted with officials from the Governor's Office, Nevada Department of Conservation and Natural Resources, State Historic Preservation Office, and Lyon County about its concerns with proposed legislation under S.B.78 and about potentially transferring CHDC responsibilities to partially or entirely to local control.
- The parties expressed desire to continue these discussions beyond the legislative session and to potentially coordinate necessary measures to facilitate transfer or phased migration of historic district responsibilities during or before the upcoming 2027 legislative session.
- Accordingly, county staff seek direction from the board enabling further evaluation of applicable state and federal regulations; staffing, facilities, and fiscal capacities; policy considerations; potential short- and long-term impacts; and strategic planning to which Storey and Lyon counties will be subject, and to prepare findings and recommendations for potential future board consideration.

• **Supporting Materials:** No Attachments

• **Fiscal Impact:**

• **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



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 7/1/2025 10:00 AM -
BOCC Meeting

Estimate of Time Required: 30 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion and consideration authorizing the County Manager to sign and approve a three-year lease agreement between Storey County and High Sierra Communications, Inc. to maintain county mobile, VHF, radio, microwave, and other telecommunications equipment at the Ophir Hill Relay Station in southern Storey County near Virginia City in an amount not to exceed \$15,333.06 for year one with annual adjustments thereafter per "Index Factor" for communications uses by the Bureau of Land Management.
- **Recommended motion:** I (commissioner) motion to authorize the County Manager to sign and approve a three-year lease agreement between Storey County and High Sierra Communications, Inc. as discussed in this meeting and in accordance with the enclosed draft agreement.
- **Prepared by:** Austin Osborne

Department: Commissioners

Contact Number: 775.847.0968

- **Staff Summary:** The lease agreement will enable Storey County, Storey County Sheriff's Office, and the Storey County Fire Protection District to maintain existing and modify critical emergency, dispatch, and other government radio and telecommunications equipment on a tower owned by High Sierra Communications, Inc., and situated approximately one-quarter mile northeast of Virginia City on Ophir Grade. The communications facility is situated entirely on private land; however, the lease amount will be adjusted annually in accordance with the "Index Factor" that the Bureau of Land Management uses for communications facilities on federal lands. The county has maintained its equipment on the tower at no-costs in the past; however, increasing costs of maintaining the communications facility have necessitated charging the county the approximate market rate for use of the facility. This request came to the county after it approved the FY26 final budget, and, therefore, both FY25 and FY26 are unbudgeted expenses. The first year of this contract will be paid from existing FY25 budgeted funds not designated for this use. No transfers or augments are necessary for FY25.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**

- **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

HIGH SIERRA COMMUNICATIONS, INC.

Facilities Lease

LEASE COVERING PREMISES LOCATED AT:

**Ophir Hill Relay Station
Storey County, Nevada**

Lease No: _____

LANDLORD'S FEDERAL TAX. I.D., NO.:

88-0182310

TENANT TYPE:

**PRIVATE MOBILE RADIO SERVICE (PMRS)
and MICROWAVE (MIC)**

- | | |
|---|--|
| <p>1.1 Landlord:
High Sierra Communications, Inc.
6490 S. McCarran Blvd., Building E
Reno, Nevada 89509
(775) 315-6319
Email: dmetts@hdiss.net</p> <p>1.2 Rent shall be Paid to:
High Sierra Communications, Inc.
Attn: Accounts Receivable
6490 S. McCarran Blvd., Building E
Reno, Nevada 89509</p> <p>1.3 Tenant:
Storey County
26 South B Street
P.O. Box 176
Virginia City, Nevada 89440</p> <p>1.4 Tenant's Contact:
Contact Name: Austin Osborne
Contact Number: (775) 847-0968
E-mail:</p> <p>1.5 Landlord's Property:
Communications Site consisting of land,
building and tower located at 000 Ophir
Grade, Virginia City, NV 89440. APN 004-
301-20. Known as the Ophir Hill Relay
Station Communications Site.</p> | <p>1.6 Site Coordinates (NAD83 Datum):
North Latitude 39° 19' 06.8"
West Longitude 119° 40' 11.3"
Elevation: 2372.4M AMSL</p> <p>1.7 Leased Premises:
Space for one and one-half (1-1/2) rack
within the building to house radio
equipment and tower space to attach
two (2) VHF antennas and two (2)
microwave dishes. All equipment
owned by Tenant installed on
Landlord's Property shall be referred to
as "Tenant's Equipment".</p> <p>1.8 Lease Commencement Date:
July 1, 2024.</p> <p>1.9 Initial Lease Term:
Three (3) years</p> <p>1.10 Optional Extension Term:
One (1) additional term of three (3)
years</p> <p>1.11 Rent during Initial Term:
(See Exhibit A, Monthly Rent
Computation)</p> <p>1.12 Rent during Extension Term:
(See Exhibit A, Monthly Rent
Computation)</p> |
|---|--|

HIGH SIERRA COMMUNICATIONS, INC.

General Terms and Conditions

2. Initial Term; Rent: Optional Extension Term.

2.1 **Initial Term.** The Initial Term of this Lease shall commence on July 1, 2024 (the "Commencement Date"), and shall expire at midnight on the day preceding the third anniversary of the Commencement Date.

2.2 **Rent.** For so long as this Lease is in effect, Tenant shall pay rent to Landlord in the amount set forth in Exhibit A, attached hereto. Landlord shall create an invoice on or near the first day of the month for which the rent applies and Tenant shall pay to Landlord that amount by the last day of that same month. Landlord may choose to either send invoice by mail or electronic mail.

2.3 **Optional Extension Term.** Upon the expiration of the Initial Term, this Lease shall be automatically extended for the Optional Extension Term described in Section 1.10 of this Lease unless Tenant provides written notice to Landlord of its intention to terminate the Lease upon the expiration of the Initial Term. Tenant's notice to terminate shall be delivered to Landlord prior to the expiration of the Initial Term of this Lease. The Optional Extension Term shall expire at midnight on the day preceding the sixth anniversary of the Commencement Date.

3. **Tenant's Rights of Access to the Leased Premises.** Tenant shall have access to Tenant's Equipment at the Leased Premises at all times (24 hours/day, 7 days/week). Due to Landlord's commitment to its other tenants, any access by Tenant, its contractors or representatives shall be preceded by a notification to Landlord by electronic mail or telephone call. Landlord may require the use of an access code on a security alarm system. Any response to a security breach due to lack of prior notification to Landlord may result in additional charges to Tenant.

4. Radio Interference; Radio Frequency Compliance.

4.1 Radio Interference.

A. Radio interference shall mean:

1. Interference within the meaning of the provisions of the recommended practices of the Electronics Industry Association ("EIA") and the rules and regulations of the Federal Communications Commission ("FCC") then in effect, or

2. A material impairment to the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of the interfering signal, as compared with that quality which would be obtained if no other signals were being broadcast from Landlord's Property.

B. Tenant covenants and agrees that Tenant's Equipment, its installation, operation and maintenance will:

1. Not interfere with the operation of Landlord's radio equipment or the radio equipment belonging to other tenants having operations on Landlord's Property. In the event Tenant causes any such interference, Tenant will promptly take all steps necessary to correct and eliminate interference within a reasonable period of time. If the Tenant is unable to eliminate the interference, Tenant agrees to cease any transmission of radio signals until such interference can be eliminated.
2. Comply with all applicable federal, state and local government rules and regulations, including the regulations promulgated by the FCC, including any electrical codes or requirements published in the National Electric Code ("NEC").

C. During the term of this Lease, Landlord will not grant a similar lease or agreement to any other party if the operations of such other party would knowingly adversely affect or interfere with operations of Tenant's Equipment at the Leased Premises.

4.2 Radio Frequency Compliance.

A. Tenant agrees to ensure that the operation of its Equipment shall not cause Landlord's Property to be in violation of the requirements of 47 CFR sections 1.1307 and 1.1310 relating to radio frequency (RF) emissions. If any violation occurs due to the operation of Tenant's Equipment, Tenant agrees to eliminate or cause the elimination of such violation and, if necessary, to cease operations except for testing until such violation is removed.

B. If RF Emissions are presently or hereafter become subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("MPE") limits, or if Landlord's Property otherwise becomes subject to federal, state, or local rules, regulations, restrictions or ordinances, Tenant shall comply with Landlord's reasonable requests for modifications to Tenant's Equipment as may be reasonably necessary for Landlord to comply with such limits, rules, regulations, restrictions or ordinances.

5. Maintenance. Landlord assumes no responsibility for licensing, operation, and/or maintenance of Tenant's Equipment, except however, Landlord has the obligation to maintain the Landlord's Property and the areas used by Tenant to obtain access to the Leased Premises in good condition and repair.

6. Termination by Tenant. Tenant may terminate this Lease at the end of the Initial Term or Optional Extension Term only. Tenant shall notify Landlord in writing prior to the date that Tenant desires to terminate, and by no later than the effective date of termination, Tenant shall remove all of its equipment from the Leased Premises and restore the Leased Premises to substantially the same condition that existed prior to the date that Tenant installed equipment, normal wear and tear, insured casualty and matters for which Tenant is not responsible excepted.

7. Utilities. Electricity for Tenant's Equipment shall be furnished by Landlord. Currently, the electricity to the Landlord's Property is supplied by NVEnergy or by generator in the event of a power failure. Tenant agrees that Landlord shall not be responsible for any interruption in the provision of utility services unless such interruption is due to the negligence of Landlord.

8. Assignment and Subleasing. Tenant may not assign this Lease. Tenant may not permit anyone who is not a party to this Lease to install any equipment on Landlord's Property.

9. Insurance; Waiver of Subrogation; Indemnification.

9.1 Insurance. For so long as this Lease is in effect, Tenant shall obtain and maintain insurance coverage of the type and in the amounts specified below. Tenant shall provide Landlord with a certificate evidencing such insurance prior to Tenant's installation of any of Tenant's Equipment at the Leased Premises. Landlord shall be named as an additional insured entity on all policies of insurance, and such insurance shall provide that Landlord be given (30) days notice of cancellation of any material change in such insurance coverage.

(a) Workers' Compensation Insurance shall be provided in accordance with the requirements of the state in which the Leased Premised is located.

(b) Commercial General Liability Insurance shall be on an "occurrence basis" with limits of liability of not less than \$2,000,000.00 per occurrence and/or combined single limit, insuring for personal injury and property damage. Coverage shall include the following: (i) contractual liability; (ii) independent contractor's coverage; and (iii) broad form general liability.

(c) Motor Vehicle Liability Insurance including no-fault coverages where applicable, with limits of liability of not less than \$2,000,000.00 per occurrence. Coverage shall include all owned, non-owned, and hired vehicles.

9.2 Waiver of Subrogation. Tenant and Landlord shall each be responsible for maintaining insurance covering their own property, whether or not it is located on the Landlord's Property. Landlord and Tenant each hereby waive any and all rights of recovery, claim, action or cause of action each may have against the other, its affiliates and their respective officers, directors, shareholders, partners, employees or agents, or any of their successors or assigns, on account of any loss or damage occasioned to Landlord or Tenant or their respective partners, employees or agents or any of their successors or assigns, as the case may be, or their respective property, by reason of fire, earthquake, flood, vandalism or any other cause which could be insured against under the terms of standard all risk property insurance policies, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees.

9.3 Indemnification by Tenant. Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against any claim of liability or loss from personal injury or property damage in connection with Tenant's use of Landlord's Property and/or use of the easement for ingress and egress.

10. Default; Attorneys' Fees.

10.1 By Tenant. In the event of default under this Lease by Tenant, Landlord shall be entitled to remedies as shall then be provided by law, including, but not limited to the right to terminate this Lease, except that Landlord shall not be entitled to withhold from Tenant any personal property (including fixtures) on the Leased Premises; and provided that prior to, and as a condition precedent to, the exercise of any remedy, Landlord shall give to Tenant written notice of default to Tenant and the nature of the default and Tenant shall have thirty (30) days after receipt of the notice within which to cure the default, during which period no remedy shall be pursued.

10.2 By Landlord. In the event of default by Landlord, Tenant shall be entitled to remedies as shall then be provided by law, including, but not limited to the right to terminate this Lease, provided that Tenant shall give to Landlord written notice of any such default and Landlord shall have thirty (30) days after receipt of the notice within which to cure the default during which period no remedy shall be pursued. If Landlord fails to perform Landlord's obligations in connection with a default, Tenant may perform Landlord's obligation and may offset Tenant's costs and expenses of doing so from the Rent or any other amounts next payable to Landlord.

10.3 Attorneys' Fees. If any suit or action shall be brought to enforce or declare any of the terms of this Lease, to terminate this Lease, to recover possession of the Leased Premises or to recover any rent or damages sustained as a result of a default in the performance of any obligations under this Lease or a breach of any of the representations and warranties herein contained, the party not prevailing in such suit or action shall be liable to the prevailing party for the prevailing party's costs and expenses, including, without limitation, court costs, reasonable attorney's fees and expert witnesses' fees.

11. Maintenance; Casualty.

11.1 Maintenance by Tenant. Tenant shall keep the Leased Premises in good condition and repair in accordance with applicable state and municipal laws. Upon the expiration of this Lease, Tenant will remove Tenant's Equipment from the Leased Premises and will otherwise yield up the Leased Premises in at least as good a condition as when the same were entered upon by Tenant, ordinary wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

11.2 Maintenance by Landlord. Landlord shall maintain and keep in good condition, order and repair, and in compliance with state and municipal laws, the Landlord's Property, including the foundation, walls, ceiling and floors, roofs, fixtures and components of the building, including with limitation, the basic heating, cooling and electrical systems and fixtures installed or furnished by Landlord.

11.3 Casualty. If Landlord's Property is severely damaged for any reason so as to render the Leased Premises substantially unusable for the intended purpose as described in this Lease, Rent payments shall abate for such period while Landlord, at Landlord's expense, restores the Landlord's Property to its condition prior to such damage; provided, however, that at Landlord's option, Landlord may notify Tenant with ten (10) days following such occurrence of any such casualty that Landlord elects to not restore Landlord's Property and to terminate this Lease. In such event, this Lease will be deemed terminated as of the date of the event of casualty or damage. Any prepaid Rent shall be refunded to Tenant.

12. Condemnation. In the event any government or public body shall take all or such part of the Landlord's Property, including the Leased Premises as shall make it physically or financially unfeasible for Tenant to conduct Tenant's operations on the Leased Premises, Tenant may terminate this Lease upon thirty (30) days written notice to Landlord, in which event, Tenant shall be liable for Rent only through the date Tenant remained operational from the Leased Premises.

13. Taxes. In the event that any real estate, personal property, sales or use tax should ever be levied against Landlord as a result of the existence of this Lease or operation of Tenant's Equipment on the Leased Premises, Tenant hereby agrees to pay its proportionate share of any such tax either to Landlord or directly to the taxing authority.

14. Notices. All notices and other writing required to be given by one party to the other under this Lease must be in writing and shall be deemed given on the date the notice is received by the recipient. Notices may be sent via U.S. Mail, certified with return receipt, by recognized courier or by personal delivery. Notices shall be sent to the parties at their addresses set forth on the first page of this Lease or to any other address that the parties may designate by providing written notice one to the other.

15. Lighting and Marking Responsibilities. Landlord acknowledged that it, and not Tenant, shall be responsible for compliance with all tower marking and lighting requirements which may be required by the Federal Aviation Administration (FAA) or the FCC. Landlord shall indemnify and hold harmless Tenant from any fines or other liabilities cause by Landlord's failure to comply with such requirements. Further, should Tenant be cited by either the FCC or FAA because the tower is not in compliance with the applicable lighting and marking requirements, and if Landlord does not cure any such matters of noncompliance within the time frame allowed by the citing agency, Tenant may terminate this Lease immediately upon notice to Landlord, and any prepaid Rent shall be refunded to Tenant.

16. Entire Agreement. This Lease constitutes the entire understanding between the parties hereto with respect to the subject matter, and supersedes all prior offers, negotiations, and agreements between the parties. This Lease shall not be binding on either party until it has been executed by both Landlord and Tenant.

17. Quiet Enjoyment. So long as Tenant pays the Rent provided herein and abides by the other terms and conditions of this Lease, Landlord covenants and agrees that Tenant shall have quiet enjoyment of the Leased Premises for so long as this Lease is in effect to the full extent permitted by the laws and statutes of the State of Nevada.

18. Succession. This Lease shall extend to and be binding upon the successors and assigns of the Landlord.

TENANT

Storey County

By: _____

Name: Austin Osborne

Title: County Manager

LANDLORD

High Sierra Communications, Inc.

By: _____

Name: David L. Metts

Title: President

HIGH SIERRA COMMUNICATIONS, INC.

EXHIBIT A

Monthly Rent Computation July 1, 2024 to December 31, 2024

One and one-half (1-1/2) Rack Space Rental	\$ 524.09 (Note 1)
Tower Space for two microwave dishes	291.40 (Note 1)
Tower Space Rental for two VHF Antennas	237.58 (Note 1)
Electricity Reimbursement (includes air conditioning)	<u>206.42 (Note 1)</u>

Monthly Rent \$ 1,259.49

Note 1: The rental amounts for these items are adjusted annually on January 1st of each year. The adjustment is made using the "Index Factor" published in the RENTAL FEE SCHEDULE FOR COMMUNICATIONS USES by the Bureau of Land Management. This document is available on line on or about November 15th of the year preceding the adjustment.

Monthly Rent Computation January 1, 2025 to June 30, 2025

One and one-half (1-1/2) Rack Space Rental	\$ 539.29 (Note 1)
Tower Space for two microwave dishes	299.85 (Note 1)
Tower Space Rental for two VHF Antennas	244.47 (Note 1)
Electricity Reimbursement (includes air conditioning)	<u>212.41 (Note 1)</u>

Monthly Rent \$ 1,296.02

VENDOR/REMITTANCE ADDRESS:**HIGH SIERRA COMMUNICATIONS, INC.**

ATTN: David L. Metts
6490 S. McCarran Blvd., Building E
Reno, Nevada 89509
775.315.6319 TIN 88-0182310

INVOICE

NO. 5-21/2025**May 2, 2025****CUSTOMER:****Storey County**

Attn: County Manager
26 South B Street
Virginia City, Nevada 89440 USA
775.847.0968

WHEN PAYING BY MAIL, PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR REMITTANCE.

CONTRACT REF.	DESCRIPTION	AMOUNT
Pending Lease	LOCATION: Ophir Hill Relay Station Communications Site	
	Rent for the period of July 1, 2024 to December 31, 2024	\$ 7,556.94
	Rent for the period of January 1, 2025 to June 30, 2025	<u>7,776.12</u>
	TOTAL DUE FOR FY25	\$15,333.06

TERMS: NET 60 FROM DATE OF INVOICE

THANK YOU!

<u>Current Due</u>	\$15,333.06
<u>Past Due</u>	\$ 0.00
<u>TOTAL DUE</u>	\$15,333.06

Current	31 to 60 Days	61 to 90 Days	Over 90 Days
\$15,333.06			



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 7/1/2025 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. Alpha Island Ltd. – Contractor / 219 Kingsbury Grade ~ Stateline, NV
- B. Auto Chlor System of Northern CA Inc. – Out of County / 450 Ferguson Dr. ~ Mountain View, CA
- C. Badger Dirt Works – Contractor / 11575 Fir Dr. ~ Reno, NV
- D. Forensic Analytical Consulting Services Inc. – Out of County / 21228 Cabot Blvd. ~ Hayward, CA
- E. Garratt-Callahan Co. – Contractor / 50 Ingold Rd. ~ Burlingame, CA
- F. Glass Roots Construction LLC – Contractor / 2770 Arapahoe ~ Lafayette, CO
- G. Griffin Industrial Contracting Company – Contractor / 2721 Deere Rd. ~ Decatur, AL
- H. Gurrs Roofing Heating & Sheet Metal – Contractor / 575 S. 16th St. ~ Sparks, NV
- I. Hammond Caulking Inc. – Contractor / 3355 W. Lake Mead Blvd. ~ N. Las Vegas, NV
- J. KP Construction – Contractor / 9830 Dixon Ln ~ Reno, NV
- K. Integratesun LLC – Contractor / 7055 Old Katy Rd. Ste. 505 ~ Houston, TX
- L. Murphy's Concrete LLC – Contractor / 1802 N. Carson St. Ste. 201 ~ Carson City, NV
- M. P C A Metals Tech LLC – Contractor / 6383 Waterdragon Ave. ~ Las Vegas, NV
- N. Steve's Specialty Welding – Contractor / 7505 Hillview Dr. ~ Reno, NV
- O. Sunrise Roofing LLC – Contractor / 1601 D St. ~ Sparks, NV
- P. Sympatec Inc. – Out of County / 1600 Reed Rd. Ste. C ~ Pennington, NJ
- Q. TA Instruments – Waters LLC – Out of County / 34 Maple St ~ Milford, MA
- R. Tacos El Agave – Food Truck / 1313 Serenity Cir. ~ Fernley, NV
- S. Tesla Inc. – General / 385 Milan ~ McCarran, NV
- T. Tesla Inc. – General / 1600 Peru ~ McCarran, NV
- U. The Dapper Pooch Parlour – Home Based / 107 E. Washington ~ Virginia City, NV
- V. The Gaucho Bakery – General / 107 E. Washington ~ Virginia City, NV
- W. Vega Roofing LLC – Contractor / 1120 Cedar St. ~ Carson City, NV
- **Recommended motion:** Approval
- **Prepared by:** Ashley Mead

Department: Community Development

Contact Number: 7758470966

- **Staff Summary:** Second readings of submitted business license applications are normally approved unless, for various reasons, requested to be continued to the next meeting. A
- follow-up letter noting those to be continued or approved will be submitted prior to the Commission Meeting. The business licenses are then printed and mailed to the new business license holder.

- **Supporting Materials:** See 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 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 23, 2025
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **July 01, 2025**

COMMISSIONERS Consent Agenda:

SECOND READINGS:

- A. Alpha Island Ltd.** – Contractor / 219 Kingsbury Grade ~ Stateline, NV
- B. Auto Chlor System of Northern CA Inc.** – Out of County / 450 Ferguson Dr. ~ Mountain View, CA
- C. Badger Dirt Works** – Contractor / 11575 Fir Dr. ~ Reno, NV
- D. Forensic Analytical Consulting Services Inc.** – Out of County / 21228 Cabot Blvd. ~ Hayward, CA
- E. Garratt-Callahan Co.** – Contractor / 50 Ingold Rd. ~ Burlingame, CA
- F. Glass Roots Construction LLC** – Contractor / 2770 Arapahoe ~ Lafayette, CO
- G. Griffin Industrial Contracting Company** – Contractor / 2721 Deere Rd. ~ Decatur, AL
- H. Gurr's Roofing Heating & Sheet Metal** – Contractor / 575 S. 16th St. ~ Sparks, NV
- I. Hammond Caulking Inc.** – Contractor / 3355 W. Lake Mead Blvd. ~ N. Las Vegas, NV
- J. KP Construction** – Contractor / 9830 Dixon Ln ~ Reno, NV
- K. Integratesun LLC** – Contractor / 7055 Old Katy Rd. Ste. 505 ~ Houston, TX
- L. Murphy's Concrete LLC** – Contractor / 1802 N. Carson St. Ste. 201 ~ Carson City, NV
- M. P C A Metals Tech LLC** – Contractor / 6383 Waterdragon Ave. ~ Las Vegas, NV
- N. Steve's Specialty Welding** – Contractor / 7505 Hillview Dr. ~ Reno, NV
- O. Sunrise Roofing LLC** – Contractor / 1601 D St. ~ Sparks, NV
- P. Sympatec Inc.** – Out of County / 1600 Reed Rd. Ste. C ~ Pennington, NJ
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- T. Tesla Inc.** – General / 1600 Peru ~ McCarran, NV
- U. The Dapper Pooch Parlour** – Home Based / 107 E. Washington ~ Virginia City, NV
- V. The Gaucho Bakery** – General / 107 E. Washington ~ Virginia City, NV
- W. Vega Roofing LLC** – Contractor / 1120 Cedar St. ~ Carson City, NV

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office