



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, AUGUST 5TH, 2014 10:00 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

MARSHALL MCBRIDE
CHAIRMAN

BILL MADDOX
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

BILL SJOVANGEN
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

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

1. CALL TO ORDER AT 10:00 A.M.
2. PLEDGE OF ALLEGIANCE
3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for August 5, 2014
4. DISCUSSION/POSSIBLE ACTION: Approval of amended minutes for May 19, 2014
5. DISCUSSION/POSSIBLE ACTION: Approval of minutes for June 17, 2014
6. DISCUSSION/POSSIBLE ACTION: Approval of minutes for July 1, 2014

CONSENT AGENDA

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

7. For possible action approval of Justice Court Quarterly Report Per NRS 4.100
8. For possible action approval of Assessor's recommended corrections to 2014/2015 tax roll for exemptions

9. For possible action approval of Assessor's recommended corrections to 2014/2015 tax roll for obsolescence correction
10. For possible action approval of Assessor's recommended corrections to 2014/2015 tax roll for partial property tax abatements pursuant to NRS 361.4722 through 361.4724
11. For possible action confirm the action of the County Manager and the Comptroller to purchase the former Bank of America building for \$75,000.
12. For possible approval the Treasurer Report for June 2014
13. For possible action approval of Business License First Readings –
 - A. EAGLES CREST, INC. – Contractor / 4865 Joule Street #C6 ~ Reno (contractor)
 - B. ARDAGH METAL PACKAGING USA, INC. – General / 900 Waltham Way (can mfg) TRI
 - C. W G YATES & SONS CONST CO – Contractor / 2641 Portofino Drive (contractor) TRI
 - D. SILEGACY FLOOR FINISHING, LLC – Contractor / 750 Freeport Blvd ~ Sparks (contractor)
 - E. JAMES PAT COLONNA – Home Business / 21217 Highland Road ~ VC Highlands (CPA)
 - F. CARSON CITY VENDING, LLC – General / 4083 Montez Drive ~ Carson City (vending service)
 - G. DIRECT FORCE MAINTENANCE, LLC – Contractor / PO Box 5611 ~ Fallon (mining support)
 - H. HILL & HILL CONSTRUCTION, LLC – Contractor / 8965 Mohawk Street ~ Las Vegas (contractor)
 - I. A-Z WELDING & FABRICATION, LLC – General / 1215 Alexandria (welding fab) TRI
 - J. STEEL KING INDUSTRIES, INC. – Contractor / 2700 Chamber St ~ Stevens Point, WI (contractor)
 - K. HIGH DESERT PLUMBING – Contractor / 131 Coney Island Dr ~ Sparks (contractor)
 - L. CH2MHILL ENGINEERS, INC. – Contractor / 50 West Liberty ~ Reno (contractor)
 - M. ROSSCO ENT., dba AP STAINLESS MFG – General / 1215 Alexandria (manufacturing) TRI
 - N. SUPERIOR INSTALLATION SERVICES, INC. – Contractor / 1230 Crowley Cir ~ Carrollton, TX (cont)
 - O. CASEY INDUSTRIAL, INC. – Contractor / 1400 W 122nd Ave ~ Westminster, CO (contractor)
 - P. RITCHIE BROS AUCTIONEERS – General / 20202 East Highway 80 MCC
 - Q. DATA SALES CO., INC. – General / 3450 West Burnsville Pkwy ~ Burnsville, MN (equip lease)
 - R. VEGA ASPHALT PAVING, INC. – Contractor / 385 Freeport Blvd ~ Sparks (contractor)
 - S. A.S.A.P. PUMP & WELL SERVICE, LLC – Contractor / 10230 Laurent Drive ~ Reno

END OF CONSENT AGENDA

14. **DISCUSSION/POSSIBLE ACTION:** Confirm the action of the County Manager Pat Whitten and Building Inspector Shannon Gardner to reject all bids for the Courthouse Roof Repair and initiate a new bid cycle soliciting bids for a complete tear-off and re-roof.
15. **DISCUSSION (No Action – No Public Comment):** Committee/Staff Reports
16. **BOARD COMMENT (No Action – No Public Comment)**

17. **DISCUSSION (No Action):** Restoration of the Official Map of Gold Hill, NV, Recorded Jen Chapman
18. **DISCUSSION/POSSIBLE ACTION:** Approval and acceptance of the 2014 Community Development Block Grant (CDBG) award in the amount of \$25,000 for kitchen and transportation improvements at the Storey County Senior Center in Virginia City and authorization for Cherie Nevin and/or Dessie Redmond to sign all associated grant documentation.
19. **DISCUSSION/POSSIBLE ACTION:** Renewal of Interlocal Agreement for GIS Services between Douglas County and Storey County in the amount of \$55,000.
20. **DISCUSSION/POSSIBLE ACTION:** Approval of Resolution 14-407 to provide Medium-Term financing in order to purchase up to nine vehicles not to exceed \$300,000.
21. **DISCUSSION/POSSIBLE ACTION:** For possible action approval of Payroll Check date 07/03/2014 for \$481,198.13, 07/18/2014 \$332,354.81 and \$5,610.31. Accounts Payable date for 7/11/14 for \$1,608,111.75 and \$3,100.06, 7/25/14 \$626,392.58 and \$12,864.54

COMMUNITY DEVELOPMENT AND PLANNING

22. **DISCUSSION/POSSIBLE ACTION:** The applicant requests amendment to existing Special Use Permit No. 2000-222-A-3 to modify and expand applicable land area and allowable uses. The amendments apply to mining, processing, mine definition, exploration, and ancillary uses on the subject land in American Flat and Gold Hill. The location of the land subject to this SUP request is located approximately in Township 16 North, Range 20 East, Sections 1 and 12; and Township 16 North, Range 21 East, Sections 4, 5, 6, 7, 8, and 9 (MDB&M). The item is recommended for continuation pursuant to pending action by Planning Commission.
23. **DISCUSSION/POSSIBLE ACTION: Variance 2014-006:** By Joyce Kveum at a property located at 109 South C Street, Virginia City, Nevada 89440 (APN 001-074-03) for a business commonly known as Comstock Corner Café. The applicant requests a variance for the purpose of changing the allowed width and length of a sign which will be attached to the porch of the business.
24. **FOR POSSIBLE ACTION, LICENSING BOARD SECOND READINGS:**
A. WIZE SOLUTIONS, INC.-Contractor/2724 South 3600 West-W Valley City, UT (Contractor)
B. MURPHY BUILT CONST- 620 Tahoe Street-Reno (Contractor)
C. NETRONIX INTEGRATION, INC.- 2170 Paragon Drive-San Jose, CA (Contractor)
25. **CORRESPONDENCE (No Action)**
a. Denied request from Mark Joseph Phillips to discuss missing documents related to the "Gold Hill Nevada Area Zoning Map."
26. **PUBLIC COMMENT (No Action)**

27. ADJOURNMENT

NOTICE:

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

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.

In accordance with Federal law and U.S. Department of agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, religion, age, disability (Not all prohibited bases apply to all programs.) To file a complaint of discrimination write to USDA, Director, Office of civil rights, 1400 Independence avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or 202-6382 (TDD). USDA is an equal opportunity provider, employer, and lender. The TTY, VCO voice carry over) or HCO hearing carry over) number is 800-326-6868; voice only 800-326-6868. Check the customer Guide section of your telephone book under Services for Individuals with a Hearing or Speech Disability.

CERTIFICATION OF POSTING

I, Vanessa Stephens, Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before July 30, 2014; Virginia City Post Office, Storey County Courthouse, Virginia City Fire Department, Virginia City Highlands Fire Department and Lockwood Fire Department.

By _____
Vanessa Stephens, Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: August 5, 2014

Estimate of time required: 5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Approval of amended minutes for May 19, 2014

2. **Recommended motion:** Approve minutes as submitted.

3. **Prepared by:** Vanessa Stephens

Department: Clerk & Treasurer

Telephone: 775 847-0969

4. **Staff summary:** At the request of the outside auditor minutes have been amended to correct the motions approving the final budget, the word "hearings" has been stricken from the motion.

5. **Supporting materials:** Attached.

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

Funds Available:

Fund:

_____ Comptroller

7. **Legal review required:** N/A

_____ District Attorney

8. **Reviewed by:**

VS Department Head

Department Name: Clerk & Treasurer

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No.



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

MONDAY, MAY 19TH, 2014 9:00 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AMENDED MINUTES

MARSHALL MCBRIDE
CHAIRMAN

BILL MADDOX
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

BILL SJOVANGEN
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

Roll Call: Chairman Marshall McBride, Vice-Chairman Lance Gilman, Commissioner Bill Sjovangen, County Manager Pat Whitten, Comptroller Hugh Gallagher, Management Analyst Jessie Fain, Clerk & Treasurer Vanessa Stephens, District Attorney Bill Maddox, Fire Chief Gary Hames, Tourism Director Deny Dotson, Emergency Management Director Joe Curtis, Communication Director Dave Ballard, Sheriff Gerald Antinoro, Public Works Director Mike Nevin, Deputy District Attorney Anne Langer, Outside Counsel Robert Morris, Community Development Director Dean Haymore, Justice of the Peace Eileen Herrington.

1. **CALL TO ORDER AT 9:00 A.M.**

The meeting was called to order by the Chair at 9:00 a.m.

2. **PLEDGE OF ALLEGIANCE**

The Chair led those present in the Pledge of Allegiance

Due to the agenda stating a 9:00am start time and the publications for the meeting stating a 10:00am start time the Chair called for a recess until 10:00am.

The meeting was recessed at 9:03am; called to order at 10:00am.

3. **DISCUSSION/POSSIBLE ACTION:** Approval of Agenda for May 19, 2014

Motion: Approve agenda for May 19, 2014, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

CONSENT AGENDA

4. For possible action approval of interlocal agreement for Public Works Mutual Aid with Douglas County, Lyon County and Carson City.
5. For possible action approval of April 2014 Treasurer Report.
6. For possible action approval of Treasurer's affidavit of mailing past due notice for all delinquent parcels.
7. For possible action approval of Payroll Check date 04/20/2014 for \$112.90, date 05/04/14 for \$477,861.24 and date 5/9/2014 for \$858.61. Accounts Payable date for 5/01/14 for \$467,278.15 and 5/05/14 for \$15,144.25.
8. For possible action approval of Licensing Board First Reading:
 - a. Safeguard Restoration, Inc. – Contractor/1455 Deming Way, Sparks
 - b. CBRE, Inc. – Contractor/2100 Ross Avenue, Dallas, TX (Commercial Real Estate)
 - c. Mole Hill Moccasins – Home Business/21310 Sazarac Rd., VC Highlands, NV

END OF CONSENT AGENDA

Motion: Approve consent agenda, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

9. **DISCUSSION (No Action – No Public Comment):** Committee/Staff Reports

Lockwood Community/Senior Center Representative Merilee Miller:

- We are thinking of inviting all the heads of staff for a luncheon probably on the fourth Tuesday in July after budgets are done. A formal invitation will go to Pat Whitten.

Tourism Director Deny Dotson:

- We met Thursday and approved our final budget.
- This Weekend will be the Memorial Day Parade.
- The following weekend will be the Reno Tahoe Odyssey. The congestion problem at the entrance to the Highlands has been worked out.

Emergency Management Joe Curtis:

- He is very pleased with the Highlands evacuation exercise that was put into effect this past Saturday May 17th. They looked at the ability of our local agencies to notify the residents of the Highlands that there was an evacuation process based on a scenario set on a wild land fire. 80-85% of residents were notified by a knock on the door. At 9:15am a reverse 911 call was put out to the area residents as well. Of those 606 calls, 394 residents were reached with a 65% contact factor. A second call was made at 10:15 with 618 calls reaching 401 people. If 100 people signed in at the Middle school, they would have reached their initial goal. 150 people checked in. In addition, 22 residents were participants in the event. Another 20 or so people were at the local baseball games but didn't check in. Another factor they looked at was sufficient shelter. We had very few suggestions, and overwhelmingly positive comments. We did a briefing with each section leader and received great comments and overall it was an outstanding success due to the participation of all of our county departments.

Public Works Director Mike Nevin:

- We've completed the crack-sealing project at TRI. It is being swept and it is our goal to have all the roads restriped by the end of the month.
- The swimming pool should be opened in mid-June. A little face-lift includes some painting on the interior and exterior and installing new lights.
- I received notice this morning from Gus Nunez, Administrator of the State of Nevada Public Works that the raw water rate that is charged to the Storey County water system will increase by approximately 65% beginning July 1st. It affects us to the tune of about \$24,000. They can do this according to our written contract from 2002, on a thirty day written notice to the county. Typically, in the past, this has been done in January to give us time to plan. They suggest that this is due to maintenance that needs to happen. Carson City Public Works is also unhappy as it affects them as well. We will be making some contacts and seeing if there is anything we can do to address or change it.

Fire Chief Gary Hames:

- All of our field projects are wrapped up for the year with the exception of Virginia City which is about 7 days behind due to trainings with the crews.

Community Chest Director Shaun Griffin:

- HAWC facility will be closing. I've asked Pat Whitten to award \$25,000 in county funding to seek community health outreach services for Storey County. We may try to subcontract with Carson City Health Department or some other provider that holds liability. We will also reconfigure the existing building without any construction to co-locate council, case management and healthcare to create a one stop shop and use the other half for library space. When asked the reason HAWC pulled out, he said it was for lack of use. They also want to move the PA down to clinics that are dealing with the huge increase in Medicaid recipients due to the Health Care Law passing. Mr. Griffin hopes to have a new health care provider up after July 10 when HAWC officially pulls out and he plans on making a last plea at the next board meeting, but he feels it is fait de complete.

Sheriff Gerald Antinoro:

- Thanked those who participated in the evacuation drill
- Mentioned that the loss of the HAWC clinic will affect services provided to inmates.

Community Development Director Dean Haymore:

- This Thursday 11am at the Peppermill we will be announcing the arrival of another company building a 703,000 sq. ft. facility and bringing in 1,000 jobs. Everyone is invited to that.
- Three new houses in the Highlands – things are picking up.
- Ongoing meetings for the sewer plant.
- Shannon is working with Cheri Nevin and Deny Dotson and CMI historical organization to get labor down on the Gold Hill Depot. Public Works is working on the electrical.
- Today and tomorrow, all the new business license renewals will go out. Business licenses will not be renewed if there are back taxes owed to the assessor's office for personal property or if the building owner owes back taxes. It doesn't matter if there is a lease situation if the building owner owes the taxes, the business license will not be renewed

until they are paid in full or arrangements have been made with the Clerk/Treasurer. He is also working with Deny Dotson to collect on other monies due such as room taxes.

County Manager Pat Whitten:

- We are preparing to auction off three of the four houses to our south. It is scheduled to happen Saturday, May 31st at 10am. Conditions and terms may be obtained from the Clerk or my office.
- Looking forward to the Lockwood quorum in July and hoping for 100% participation.
- Complimented the work of the Fire Department on the Rim Fire last year in Yosemite.
- On Saturday the VC High School Varsity Boys Baseball team won the regionals. They start their quest for the State Championship at 10am on Peccole Field at UNR on Thursday.

District Attorney Bill Maddox:

- Comstock Mining apparently had some problems with NDEP resulting in fines of \$216,000. There is a program to where they may redirect those funds to an environmental project instead of the State. When they discovered the program they chose to do that in Storey County. So we will receive \$116,000 for our new street sweeper. We are also going to get \$100,000 for the Storey County Water and Sewer Department to put a cover on the Divide Reservoir.
- I did some research on the interest rate that we would have to pay on the Park Funds. It is my opinion that we use the NRS 99040 which is the prime rate (put out by Business and Industries every six months in January and June) +2.

Clerk & Treasurer Vanessa Stephens:

- Close of voter registration is tomorrow at 5pm.
- Early voting begins Saturday and will be held here and in Lockwood.
- On the Sunny Hills advisory question we've received one application so far that is opposed to the question. We need three for each side to write the question.

Pat Whitten, County Manager:

- We did close outdoor burning as of yesterday and it is the season now so everyone be careful.

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

Chairman McBride complimented the evacuation exercise.

11. DISCUSSION/POSSIBLE ACTION: Approve second reading of Liquor License for Philly's NV located at 420 USA Parkway

Sheriff Antinoro announced that the investigation has been completed and recommended approval.

Motion: Approve second reading of liquor license for Philly's NV, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

12. DISCUSSION/POSSIBLE ACTION: Approve second reading of ordinance 14-255 deleting Storey County Code chapters 8.12 Fire Hazards, 8.16 Fire and Explosive, and 8.20 Alarm Systems and amending chapter 15.04 Buildings and Construction to adopt new uniform codes including fire and, building and constructions amending chapters 15.04, 15.08 Building Official, and 15.12 Permits to make amendments to the codes for Storey County specific requirements for other properly related matters.

Deputy District Attorney, Robert Morris: Explained the ordinance and how it applies to Storey County. Noted some changes and asked it be passed with the following amendments:

- Deleted a section on page 11 that was covered in 15.12.094 that covers it in more detail.
- Page 31 Section 15.08.060 was changed from a 5 to 3 member standing board of appeals independent of the county to make it more efficient.
- Page 36 - 15.12.094 - Three added definitions were in the first reading.
- Page 39 - 15.12.140 mobile homes was passed in 2000 but was not effectively used so was taken out.

Dale Beach, Storey County Resident: If I sell my house does it have to be upgraded to current building standards? The answer from the commissioners was no. Are we going to keep having to get special use permits for mother-in-law quarters, or will we get to the point where we can build with them included?

Dean Haymore addressed Mr. Beach's question. Currently our policy is that if it is detached they need a special use due to the State requirements for separate well and septic. We always encourage building them so they are attached so we may consider them as one dwelling with two living quarters and do not require a special use permit.

Motion: Approve second reading of ordinance 14-255 with amendments as presented by Robert Morris, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman
Vote: Motion carried by unanimous vote (**summary:** Yes=3)

13. DISCUSSION/POSSIBLE ACTION: Final Budget Hearings for FY 2014/15

Comptroller Hugh Gallagher summarized the process and the changes to the final budget. He addressed the process for 2016 including an attempt to create a 5 year plan. He also wants to create a property book for each department with items and descriptions to be reviewed and approved each year. He commended the efforts of Jessie Fain and her positive attitude throughout the process. He went through the departments and funds and noted changes. His notes have been submitted to record.

14. RECESS TO CONVENE AS STOREY COUNTY WATER AND SEWER BOARD

The Chair called the Storey County Water and Sewer Board to order at 11:10am.

15. DISCUSSION/POSSIBLE ACTION: Final Budget Hearings for FYE 2014/15 for the Water and Sewer services in Virginia City, Gold Hill and Silver City.

Mr. Gallagher continued discussing the budget regarding the Water System. His notes are submitted to record. He addressed the water increase imposed by the state (discussed earlier by Mike Nevin in staff report) and said that he would address that with Mr. Nunez.

Motion: Approve Final Budget for FYE 2014/15 for the Water and Sewer services in Virginia City, Gold Hill and Silver City, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

16. ADJOURN TO RECONVENE AS THE STOREY COUNTY BOARD OF COMMISSIONERS

The Chair reconvened the Storey County Board of Commissioners at 11:13am.

17. DISCUSSION/POSSIBLE ACTION: Final Budget Hearings for FYE 2014/15

Mr. Gallagher continued discussion on the Final Budget. His notes are submitted to record. In Sheriff's fund he noted that with the reduction in overtime, there is the understanding that this is an estimate. County Manager Pat Whitten reminded the commission that this is the one active collective bargaining that is still ongoing.

Mr. Beach: Regarding 12 hour days, which the State does, he would like that discussed in the collective bargaining.

Mark Joseph Phillips: Park fund – He sees no indication that more money is going into those funds. He is not happy with the list of contracts with Storey County that are not listed. County School fund – he still hasn't heard anything from the School District regarding them keeping their own accounts. He would like to see the commissioners take some effort to check in with the School District. VCTC – he doesn't feel they should be using the D.A for legal counsel.

Gunther Prosser: Concerned regarding Park Funds. Would like to see the final total before the final budget is completed. Mr. McBride explained it would not be completed by final budget as this is the final budget, but that it will be addressed forthwith.

Nicole Barde:

- Where is the list of infrastructure projects that has been prioritized? How are the projects going to be prioritized? She feels it is in the minutes that she was told that a final list would be presented at with the final budget. Mr. McBride does not recall any conversation that promised prioritization. He explained again that the list may change as monies become available through grants. Some things are easily obtained and cost less money and other things require more complicated funding with grants, loans, and savings that cannot be predicted. This is the same explanation that has been given in the past.
- She likes the idea of five year projections. She feels the format in which the budget is presented on the website does not lend itself to easy interpretation by the public. The format submitted to the State is much better.
- She handed out and discussed some analysis to the commission and audience which are submitted to record.

Marshall McBride interrupted Ms. Barde and asked that she bring up her discussion again at the end of the budget hearing in the interest of time as she was bringing up details that might be addressed later.

18. RECESS TO CONVENE AS THE 474 FIRE PROTECTION DISTRICT BOARD

The Chair called the 474 Fire Protection District Board to order at 11:35am.

19. DISCUSSION/POSSIBLE ACTION: Final Budget Hearings for FYE 2014/15 for the NRS 474 Fire Protection District.

Mr. Gallagher discussed the Final Budget for the Fire Protection District. His notes are submitted to record. County Manager Pat Whitten addressed one of Ms. Bard's concerns regarding increases in head count. He explained that the Fire District has increased reliance on intermittent part time and the integration of the seasonal part time program which produce a significant savings to the County.

Motion: Approve Final Budget for FYE 2014/15 for the NRS 474 Fire Protection District, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

20. DISCUSSION/POSSIBLE ACTION: Approve the 2012 International Fire Code (IFC) and Appendices B, C and D, with the amendments in section 15.04.08 2012 and specific parts of the 2012 International Wildland Urban Interface Code amendments in section 15.04.080 as regulations for the fire district.

Bob Morris recommended approval of the code.

Motion: Approve the 2012 International Fire Code (IFC) and Appendices B, C and D, with the amendments in section 15.04.08 2012 and specific parts of the 2012 International Wildland Urban Interface Code amendments in section 15.04.080 as regulations for the fire district, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

21. ADJOURN TO RECONVENE AS STOREY COUNTY BOARD OF COMMISSIONERS

The Chair reconvened the Storey County Board of Commissioners at 11:42am.

Mr. Gallagher continued with the Final Budget presentation. His notes are submitted to record.

Bill Sjovangen mentioned that at the meeting with the VC Rail board last week they found they are still at odds on the amount they owe on the ¼ cent sales tax. Our figure of \$960,000 has been confirmed by the Department of Taxation, but they contend that it should be closer to \$300,000. He has asked their treasurer to meet with Mr. Gallagher and Taxation and try to figure it out. We understand that we won't see it in a lump sum as it would put them out of business, but we need to find agreement. There is a possible sale of land pending that may help in collecting the entire sum.

The Chair called for a recess at 11:50am; meeting was reconvened at 12:02pm

Mr. Beach: Regarding collective bargaining he feels that the Unions should not represent on wages and benefits and the County should use the same rates as the State.

Ms. Barde: continued discussion on her analysis. Her numbers may not be correct, but she presented it as an example in order to show how information should be presented to the public. Questions she gets from the public regard what the public gets for their tax money. Her analysis addresses how this might be presented more clearly.

Mr. Phillips: Requested that the final budget is published on forms provided by the Dept. of Taxation.

Motion: Approve Final Budget for FYE 2014/15, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

22. DISCUSSION/POSSIBLE ACTION: Confirmation by the Board that a Comptroller has been appointed by the County Manager per NRS 251.170 (2)(a)

Mr. Whitten explained that this confirmation was not done at the point of Mr. Gallagher's hire and recommends that it be done now.

Mr. Beach: Urged them to make the appointment tentative and to search for another comptroller.

Motion: Approve Confirmation by the Board that a Comptroller, Hugh Gallagher, has been appointed by the County Manager per NRS 251.170 (2)(a) , **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

COMMUNITY DEVELOPMENT AND PLANNING

Dean Haymore noted that on item b, they have been told that they must stay inside the building and are not to be harassing people out on the boardwalk. This is a stipulation of their license. There is another group not doing exactly what was told them, and he plans on having a discussion with them and letting them know their license may be revoked if they don't stop bothering people on the boardwalk and stay inside the building.

23. FOR POSSIBLE ACTION, LICENSING BOARD SECOND READINGS:

- a. Idea Drilling- General/1997 9th Ave, Virginia, MN (mining contractor)
- b. Summerwinds Resort Services, LLC - General/164A C Street, VC (timeshare sales)
- c. Streamline Construction, INC - Contractor/8445 Sierra College Blvd, Granite Bay, CA (contractor)
- d. Gold Hill Printers - Home Business/1230 Main Street, Gold Hill (printing novelties)
- e. Intelligrated Systems, LLC - Contractor/7901 Innovation Way, Mason OH
- f. Mark Twain Community Center - Non-Profit/500 Sam Clemens Street, MT
- g. Randa Accessories - General/700 USA Parkway, TRI

Motion: Continue items b, f and g, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

Motion: Approve items a, c, d and e, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

24. PUBLIC COMMENT (No Action)

Mr. Gunther Prosser: Invited everyone to May 21st School Board meeting at 4pm at Hillside Elementary School to discuss releasing seven pieces of exercise equipment in Lockwood to the County to be placed in better locations. It was purchased with Title One grant money, but the trail was a larger project that did not develop as it was supposed to and all the grant money has been spent.

Ms. Barde:

- Bill Maddox said that CMI was penalized and the fee was put into a fund? Mr. Maddox explained that it is not a fund, but the fine is allowed to be applied to local environmental projects. She asked if the residents of Gold Hill were asked what it should be applied to. Mr. Haymore explained what led up to the fine and how it is usually distributed and the option CMI took to pay 25% more to apply it to a project. There is a list of preapproved projects for Carson City, but CMI wanted to apply it locally. Mr. Haymore came up with three projects that had to do with air quality in the county and they were submitted to NDEPA. They approved the two that are being funded. Ms. Barde is only concerned that the community most impacted by the activities of CMI should have a voice in how the money is spent.
- Regarding the advisory question on Sunny Hills – We are getting nothing from Sunny Hills. The conservation strip is land they can't build on. The Washoe County piece that they own right now has topography that would make building difficult. The perception that they are giving something of value is wrong.

Lance Gilman said that what he heard is that they are willing to put on the table that they will place conditions to be identified in the future on project to be approved by the Storey County board. So we don't know today what we can negotiate in that resolution. So there are a lot of things on the table that if we walk away with a vote, we don't get any voice. If we stay in the game and they have to approach the commission for conditions of approval on their project we are now involved in that approval process with Washoe County. It may be nothing, but I'm suggesting that it might be worth vetting and there might be opportunity there.

County Manager Pat Whitten commented on the administrative assessment for CMI. The relining and the reuse of the Divide Reservoir is huge for the people in Gold Hill, Virginia City, and potentially the Highlands. He believes it's close to one million gallons of water that will be stored there. If their hundred year old system takes a hit as it often does, they will have that water for use. It may be used for helicopter drops for wildland fires as well.

Mr. Beach: Complained about his neighbor's property again and wants something done about it.

25. ADJOURNMENT

The meeting was adjourned by the Chair at 12:35pm

Respectfully submitted,

By Vanessa A. Stephens
Vanessa Stephens, Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: Aug 5, 2014

Estimate of time required: 5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Approval of minutes for June 17, 2014

2. **Recommended motion:** Approve minutes as submitted.

3. **Prepared by:** Vanessa Stephens

Department: Clerk & Treasurer

Telephone: 775 847-0969

4. **Staff summary:** Minutes are attached.

5. **Supporting materials:** Attached.

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

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:** N/A

____ District Attorney

8. **Reviewed by:**

VS Department Head

Department Name: Clerk & Treasurer

RH County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, JUNE 17th, 2014 10:00 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MINUTES

MARSHALL MCBRIDE
CHAIRMAN

BILL MADDOX
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

BILL SJOVANGEN
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

Roll Call: Chairman McBride, Vice-Chairman Gilman, Commissioner Sjovangen, District Attorney Bill Maddox, Assistant District Attorney Anne Langer, Deputy Clerk & Treasurer Dore Nevin, County Manager Pat Whitten, Sheriff Gerald Antinoro, Comptroller Hugh Gallagher, Recorder Jen Chapman, Community Services Director Cherie Nevin, Justice of the Peace Eileen Herrington and Senior Planner/Administrative Office Austin Osborne.

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

The meeting was called to order by the Chair at 10:00 A.M.

2. PLEDGE OF ALLEGIANCE

The Chair led those present in the Pledge of Allegiance

3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for June 17, 2014

Nicole Barde, Storey County Resident: I would like to read my statement into the record and request that he packet that I am handing to the commissioners and clerk be included in the minutes of this meeting.

I am here today, as I have been on so many occasions over the years, as a citizen and taxpayer of Storey County. As in the past, I am raising an issue that I believe affects all of our citizens.

The attached is from Washoe County's County Manager, John Slaughter. It is the Washoe County staff report regarding the same agenda items as are on our agenda (#11 and #13). This staff report is related to the amended cooperative agreement between Truckee Meadows Fire Protection District (TMFPD) and Storey County Fire Protection District (SCFPD) and the proposed boundary line adjustment (BLA) involving 19 parcels 9 which are owned by TRI and 9 parcels which are owned by others. This topic is also on the Washoe County agenda for today. The Washoe staff report clearly presents all the data, relevant facts, fiscal impact, benefits to Washoe County citizens and explains how the two agenda items are related.

The Storey County staff report does not contain any fiscal impact statement or cost benefit analysis. Unlike the Washoe County packet the Storey County Packet does not define the costs or benefits for Storey County citizens. Although the relationship between these two agenda items is hiding in plain sight it is not brought to the forefront as it is done in the Washoe document so that citizens can understand the relationship of items #11 and #13. My comments here are NOT directed at the staff since I believe that they would provide whatever is asked for by their management.

There are several items of interest in the Washoe staff report.

First, Mr. Slaughter references that there had been revenue share discussions and that they were deemed to have no legal basis in statute. He then explained that the amendment to the co-operative agreement between the fire districts are the terms and conditions under which the Washoe commission would agree to move the boundary line. Essentially the initial revenue share idea was replaced with the amended cooperative fire service agreement to "facilitate interest" by Washoe County to approve the BLA. This clarity is missing from the Storey County report.

A further review of Mr. Slaughter's report shows that Washoe has a fiscal impact statement pertaining to both the boundary line adjustment and the fire protection agreement which I find lacking in the Storey County report published as part of this agenda packet. Essentially Washoe loses \$27k per year in taxes and saves a great deal of money by shifting the burden of fire protection to SCFPD to support parts of Washoe County.

Additionally, he states in the staff report that "no decision to jointly staff the station is implied; further, the decision to provide TMFPD personnel to Storey County's station 75 for the purpose of joint staffing is entirely TMFPD's decision." So we can expect to be responsible for fully staffing station #75. The amendment also has other stipulations such as not paying for SCFPD services (assistance for hire) in the defined Washoe portion of the coverage area regardless of how long we are there. How much is this going to cost?

When I look at what Storey is having to do and potentially pay to get these 15 parcels I am extremely concerned as to what Storey County and its residents get out of this deal. It looks to be nothing in the foreseeable future. The TRI portion of these parcels is 9 out of the 18 parcels. It is questionable if the other 9 can or would ever be developed at all.

It is very clear how TRI will benefit. They will get a fire station that reduces their insurance rates and they will get property that they can develop a lot cheaper and easier in Storey than in Washoe County. TRI derives a huge benefit from this since they will have to pay less in fees and be able to build quicker here than if the land is in Washoe. TRI also saves on property tax since it is lower in Storey County.

I think the citizens of Storey County deserve answers to the following questions before these items are discussed let alone voted on:

How does this benefit all of us?

Do we know how much this will cost and when?

Is this the best use of our money at this time?

I suggest a couple options given the Washoe analysis and the lack of analysis/transparency from Storey County.

1. Kill this thing now because there is no apparent benefit to the tax payers at this time.
2. Hold on any action until Storey County does it's proper and due diligence- and makes the information public.
3. Give TRI and the other property owners of the 18 parcels an opportunity to make a proposal as part of this agreement that brings appropriate value to the Storey County tax payers and offsets our costs.
4. Put this on the ballot as it should be with the SHR issue with all pertinent pros and cons.

Regardless of which of these options you chose there is not enough information present here today to have this discussion and I request that you remove both items from the agenda until there is sufficient accurate information presented to the taxpayers.

Kay Dean, Highlands resident: The lack of fiscal information and cost affects all taxpayers. It is fiscally irresponsible to go forward without it and I urge you to delay this.

Chairman McBride: Noted change to item #4 - "Taxation" to "Transportation"

Motion: Approve agenda for June 17, 2014, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

4. DISCUSSION/POSSIBLE ACTION: Acceptance of the Fiscal Year 2015 Work Program, presented by the Nevada Department of ~~Taxation~~ Transportation (NDOT)

Jason Van Havel, Assistant Chief - Transportation Multimodal Planning, Nevada Department of Transportation: Introduced some of the people there to represent the Work Program.

- Storey County is the only county in the state that does not have a transit related contract of some sort with NDOT. Those services are available, so keep that in mind.
- National Transportation Authorization Act (Map 21) is set to expire on September 30, 2014. It is an issue on the table for Congress to look at. This is the authorization to spend money, but there is a revenue issue as well. It is not enough to meet spending. The National Transportation account is expected to go into the red come July or August of this year.
- With the economic downturn, the State Transportation revenues had gone down to critically low levels. It has since stabilized, but is historically low. So the projects they are able to offer will match accordingly.
- Map 21 was a performance related piece of legislation. Performance measures are still being developed regarding things like safety, fatalities on our highways, congestion, etc. Those performance measures will have an impact on NDOT in the future and you should be aware of them.
- Transportations Alternatives Program - a national funding source. It is meant to flow through the DOT to local entities to fund non-traditional transportation projects such as bicycle, pedestrian, alt-mode for at risk populations. DOT has a form online called the "project initiation form."
- Statewide Transportation Improvement Program's list of projects that are federally funded or regionally significant is being moved to an electronic format so it may be available on the website.
- County workshops have been brought back in the fall of each year. This is a regional effort to bring staff from NDOT and staff from counties and cities together. Please watch for invitations to these.
- The last legislative session was active with road relinquishments. NRS 408.527 was modified to encourage the counties and NDOT to work together to develop a process to relinquish our ownership of transportation infrastructure either way. We're in the process of developing a manual to codify this process. Your feedback is welcome.
- He discussed the Zero Fatalities goal.
- I-80 corridor study: Multi-State effort to maximize benefits from all efforts being put in regarding freight movement, tourism, etc. The website is www.I80vision.org. It is in final stages right now and public comments are still welcome.
- He thanked the county for cooperation with NDOT on snow removal and special events and complimented the relationship.
- USA Parkway - Final design has been put into the work program, is funded, and is moving forward. The construction piece is still up in the air and is being discussed with the county and the developer.

- The primary item on the work program is the USA Parkway, and otherwise is a fairly sparse program. Storey County has the fewest crack seals of any county in the state, so the infrastructure is in very good shape overall.
- NDOT does not have any proposed work on 341 or 342 this season.

Pat Whitten thanked NDOT for their service and cooperation with Storey County.

Motion: Acceptance of the Fiscal Year 2015 NDOT Work Program **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

5. DISCUSSION/POSSIBLE ACTION: Approval of Minutes for June 3, 2014

Motion: Approval of Minutes for June 3, 2014 **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

CONSENT AGENDA

6. For possible action approval of Payroll Check date 06/06/2014 for \$492,420.68. Accounts Payable date for 5/30/14 for \$131,623.88 and \$3,806.65.
7. For possible approval the Treasurer Report for May 2014
8. For possible action approval of Business License First Readings - None

END OF CONSENT AGENDA

Motion: Approval of Consent Agenda June 17, 2014 **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

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

Dagny Stapleton, Deputy Director of Nevada Association of Counties (NACO):

- She serves on the State Transportation Advisory Committee (STAC) which reviews the Transportation Alternatives Program (TAP) funding as well as the STIP, so they are the County's voice for those things.
- In relation to AB-18, the bill passed last session regarding road relinquishments, they have been involved in the development of the handbook and are voice for the County on that as well.

Pam Abercrombie, Community Chest:

- Working with Healthy Communities Coalition in Lyon and Storey Counties to implement a program to support families in need with newborns that will begin this fall.
- Comstock Kids Program is up and running.
- Farmers' Market will be starting this week.
- Received a grant from Nevada Humanities to conduct a Comstock History Fun project with the kids.
- The library is in the process of moving into the HAWC clinic. There will be more space, ADA compliance, and expanded programs. Usage continues to go up. Library card drive will happen in September. Still working with surrounding communities to expand services.

Cherie Nevin, Community Services:

- We continue to work with Community Chest to come up with some alternatives for health care once HAWC leaves the health center July 10th. We're making good progress and should have more information as of the first meeting in July.

- Thursday evening, June 19 at 6pm at the Fire Station, we have a joint meeting with the Fire Safe Counsel to go over lessons learned from the evacuation drill and the Highlands residents that participated are invited.
- We will begin the process to go out to bid on the repairs to the courthouse roof. That should be coming out in the next couple of weeks. Bids will be due around July 17th, and we should be coming in with recommendation by the first meeting in August and hopefully begin construction before first snow.
- D.A. Maddox and I continue to work on a policy and application for the Community Support Grant Program. We should have something for you in July.
- We've been working with the Healthy Communities Coalition with Lyon and Storey Counties doing a survey of all the venues that would like to display art. We have told them we would like to do some kind of a display of photographs right here in the courthouse.

Community Services Director, Deny Dotson:

- Fundraising for Fourth of July is coming along pretty good so far. It is typical that the few weeks before we are still lagging a little bit but we are about halfway there.
- We received a grant from the Nevada Commission on Tourism for a town-wide public address system. It will be installed in the next couple weeks.
- New addition to the mobile ap: Tour with John Tyson's voice documenting about 35 different buildings here in town. We will be putting signs out, so participants can play that particular number and learn more about our history.

Fire Chief, Gary Hames:

- Cardiac arrest response two days ago – congratulations to Captain Arroyo and Paramedic/Firefighter Justin Grim on a great save.
- Structure Fire in TRI – BC Atkins and Captain Curtis were on that day. We contained it to a relatively small incident and they were up and operational within 12 hours.
- Fuels project is 100% done and we ended up with a little bit of revenue.
- Seasonal staffing is going well.

Public Works Director Mike Nevin:

- Swimming Pool facility opened on time.
- Annual Consumer Confidence Report is completed and posted to the website for calendar year 2013.
- Issued notice to proceed on the wastewater treatment project to Q&D. The time clock began on the 12th. Dirt work planned to begin on Monday the 23rd.
- The west wall behind the courthouse is a work in progress.
- The Divide and Five-Mile Reservoir projects have been combined and resulted in a huge cost savings.
- Completed striping on all the roads in the industrial park and Six-Mile Canyon.
- Has feelers out on some chip-sealing and hoping to piggy-back on some of the Lyon County work that has been done.
- Playground equipment in the VC Park will be removed within the next week as its condition is creating a liability and is beyond repair.

Hugh Gallagher, Storey County Comptroller:

- As part of the annual budget augmentation process, NRS 354.598.005 allows for appropriations to be transferred between functions, funds, and contingency accounts. This process does NOT increase total allocations but simply transfers appropriations. He further explained the tool and the rules for it.
 \$298,497 from contingency is being transferred as follows:
 - a) \$86,676 to the IT department for new AS400, website, and radio link.
 - b) \$7,773 to the Clerk/Treasurer's office for a new divider wall to make additional space for Justice Court.

- c) \$39,573 to the Comptroller's office for the unexpected retirement of a 20+ year employee and the continued training and healthcare costs of her replacement.
- d) \$22,475 to the Sheriff's Department for unanticipated coroner's fees.
- e) \$14,000 to District Court for the high volume of juvenile detention.
- f) \$103,220 to Capitol Projects Fund for a syphon project.
- g) \$10,000 to Swimming Pool for needed repairs.
- h) \$12,000 to SCFPD for physicals and auto-maintenance.

He went on to detail more reallocations for other departments and funds per NRS 354.598.005 (5).

- Mr. Gallagher attended a sub-committee meeting for the Committee on Local Government Finance that had to do with Heart/Lung for Firefighters and Law Enforcement Officers. As we move into the next legislative session we should pay attention to this as they want to change it from a benefit to an obligation and the actual costs are much higher than what we've seen.

John and Marilee Miller, Lockwood Community Center:

- Senior Awareness Picnic at Perry Park 1-4pm Saturday.
- Senior Awareness Poker Run the following day.
- This past Saturday – community garage sale - \$450 to buy new bookshelves for the community building.
- 501c3 processed to Mr. Gallagher to check it for us as well as incorporation papers.
- July 22nd luncheon invitation and menu will be distributed through Pat Whitten.
- Planning an ice cream social sometime in July.
- John detailed some of the changes and activities in the Park recently.

Sheriff Gerald Antinoro:

- This Saturday there will be a funeral at the Presbyterian Church that might cause a little bit of a traffic issue but should be over by 11am.
- Also this weekend is the VCMM motorcycle event.
- June 28th road closure in the Highlands.
- Thursday – We will be hosting the Volunteer Coordinators meeting for the first time.

Senior Planner/Administrative Officer Austin Osborne:

- Planning commission meeting this Thursday will be held at 5:30 in order to do some housekeeping items and then address the Comstock Mining issue at 6pm. Another meeting will be held the following Thursday and these meetings and times will be posted in the newspaper and on our website.

County Manager Pat Whitten:

- Complimented the voting process and staff.
- Noted the high school students that are being hired as intermittent part-timers

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

Chairman McBride:

- Noted the passing of Millie Giuffra, Bobby Wolstenholm, and Nathan Olthoff.

MEETING RECESSED AT 11:21 A.M.; MEETING CALLED TO ORDER BY THE CHAIR AT 11:37 A.M.

11. DISCUSSION/POSSIBLE ACTION: Approve Resolution 14-403 approving a boundary line adjustment (BLA) between Storey County and Washoe County pursuant to provisions in Senate Bill (SB) 272 of the 2013 Legislative Session. For clarification, this matter pertains only to Section 1.5 of SB 272 which is for property now in Washoe County north of the Centerline of the Truckee River and South of Interstate

80. This request does not pertain to Section 1 of SB 272 which involves an area of land currently situated in Storey County and more commonly known as "Sunny Hills". Implementation of the BLA shall be contingent upon similar approval by the Washoe County Board of Commissioners.

Vice-Chairman Lance Gilman recused himself from the discussion.

County Manager Pat Whitten:

- Recognized people involved in the BLA process and addressed some of the concerns and differences of opinion that have been raised. Regarding fiscal impact, he can identify no negative and only positive.

During the 2013 Legislative Session, Senate (SB) 272 was introduced to enable the Storey and Washoe County Boards of Commissioners to approve up to two boundary line adjustments in certain specific areas identified within the legislation. During the session, at the April 2, 2013 Storey County Commission meeting, the Board voted 2-0 with Commissioner Gilman abstaining, to approve a position of neutrality on SB 272 contingent upon the bill being amended to separate out the two properties independently and to oppose if not. Subsequent action within the Legislative process via bill amendment did separate out the two properties and is totally independent of the other. SB 272 passed both Chambers of the Nevada Legislature and has been signed into law by Governor Sandoval.

The Tahoe-Reno Industrial Center owns property situated in both Storey and Washoe Counties that were specifically identified under section 1.5 of SB 272. Last October, project developers, thru their legal counsel, requested the Storey County Commission to consider implementation of that specific section (1.5) covering property they own. **It is important to note that this agenda item is for a potential boundary adjustment (BLA) of land specifically identified into section 1.5 which is currently in Washoe County adjacent to the Tahoe-Reno Industrial Center. It does not include any property now situated in Storey County that might otherwise be known as "Sunny Hills".** At the November 19, 2013 meeting, the Storey County Commission approved by majority vote, with Commissioner Gilman abstaining, to direct legal counsel and staff to discuss the advisability and feasibility of implementing the BLA between both counties provided for in Section 1.5.

Multiple discussions have occurred over the ensuing months between both County's staff's, legal counsel's as well as legal counsel for the property owner and collectively, we have reached a consensus on recommending approval of the BLA as it pertains to section 1.5. Concurrent to these BLA discussions staff, inclusive of our respective Chiefs of both the Storey County Fire Protection District and the Truckee Meadows Fire Protection District, explored mutually beneficial methods to better support and regionally share services in the Truckee River Corridor along Interstate 80 from the Vista Boulevard exit extending east to the Storey/Washoe/Lyon County line inclusive of Wadsworth. The results of these discussions are presented as an Amendment to our existing Cooperative Agreement between both Fire Protection Districts listed on our agenda as item #12 and this should be considered an integral component to our recommendation to approve the BLA.

In summary, the matter has proceeded thru both the Legislative and Local Government staff processes and staff and legal counsel now recommend approval of Storey County Resolution 14-403 consistent with the provisions of SB272 Section 1.5. Should the Commission approve Resolution 14-403, the boundary line adjustment shall occur only upon similar approval by Resolution by the Washoe County Board of Commissioners. We anticipate their consideration of this matter at their Commission meeting scheduled for the afternoon of June 17, 2014.

- In addressing some of the concerns raised this morning and in a series of emails with Ms. Barde, as far as the individual components of what was discussed, I felt, and legal counsel agreed that there was no need to throw items into it that in essence did not survive the negotiations. We talked about revenue sharing and it was not a legal option. We talked about transit in the area, flooding, and even the bike

path. Again, we chose to say that the negotiations resulted in this and not bog you down with everything we talked about as it is simply not important to the process.

Storey County Resolution 14-403

Approving a boundary line adjustment between Storey County and Washoe County pursuant to provisions in Senate Bill (SB) 272 of the 2013 Legislative Session.

Whereas, the Nevada State Legislature enacted Senate Bill 272 during its 2013 Legislative Session authorizing a revision of the boundary line between Storey County and Washoe County upon the adoption of resolutions by the Storey and Washoe County Boards of Commissioners; and

Whereas, legal counsel for the Tahoe-Reno Industrial Center, a property owner in the area impacted by the boundary line adjustment, requested consideration of implementation of SB 272 by the Storey County Board of Commissioners via letter dated October 23, 2013; and

Whereas, the Storey County Board of Commissioners at their November 19, 2013 meeting directed the District Attorney and staff to discuss with their counterparts in Washoe County, the advisability and feasibility of implementing the boundary line change; and

Whereas, discussions have occurred on numerous occasions between Storey and Washoe County staffs, legal counsels and legal counsel of the above-referenced property owner; and

Now Therefore, the Board of County Commissioners of Storey County hereby approves the amendatory provisions of Section 1.5 of Senate Bill 272 of the 2013 Nevada Legislative Session, pursuant to Section 3(3) of that act, to the boundary line between Storey County and Washoe County, effective upon passage and approval of a substantially similar resolution by the Board of County Commissioners of Washoe County.

Passed, approved and adopted this 17th day of June, 2014 by Storey County Honorable Board of Commissioners.

Nicole Barde, Virginia City Highlands Resident:

- Asked if it needs to be read twice. Mr. Maddox explained – only once on a resolution. (Twice for ordinances)

Dale Beach, Storey County Resident:

- Doesn't understand the difference of this land being Storey County vs. Washoe County. He's against it. Where are the thousands of employees of TRI living and shopping? He doesn't see the good we are getting out of it. He doesn't see the money reaching Mark Twain.

Pat Whitten addressed this question by saying that this opportunity is both attractive to TRI and Washoe County because legally the TRI GID is structured to provide services in Storey County and cannot in Washoe County. So in essence for the developers to be able to develop property they currently own in Washoe County it would take a complex evolution of services that Washoe County is not willing to perform at this time. Once again, as a commercial enterprise, all of the potential future sales tax dollars in that area have the potential to materialize in a tremendously beneficial way for all the taxpayers of Storey County. Chairman McBride added that anyone may read the developers agreement and see that taxpayers are not liable for the money owed by the County or the Developers in TRI.

Mark Joseph Phillips, Storey County Resident:

- The resolution is not in the packet of supporting documents he downloaded on Friday.

- He would like to see the agreement between TRI and Storey County that the Chairman just mentioned.

Pat Whitten explained that the resolution was completed late and have been provided at the back of the room. The developers' agreement is available in a number of locations and he believes the Comptroller has one and Community Development also has one as well as pertinent parts being in the Clerk's office.

Kay Dean, Highlands Resident:

- Finds it disturbing that Mr. Whitten sees no negative fiscal impact, but no financial analysis is provided in the packet; at least not to the extent that Washoe County provided it. Making a decision based on one person's comments is not doing due diligence. She doesn't think Storey County is unique in being able to offer something to the developer that they couldn't get with Washoe County.

Pat Whitten responded that again, he explained earlier that there may be different opinions, but this has been vetted by himself, Comptroller Hugh Gallagher, and legal counsel and he stands by his comments.

Chairman McBride said that in fact, Storey County is unique in that we have an agreement with the developer. If they wanted to do this with Washoe County they would have to re-invent the wheel and start from scratch. Anyone that knows anything about commercial development knows that this is a win-win for this county.

Bob Sader, Legal Counsel for TRI:

- He provided clarification on the boundary line and the history of the BLA. He explained that for many years, they have tried to work with Washoe County and the City of Sparks with no plans for infrastructure in the area with none planned. Development is feasible in Storey County where it is not currently in Washoe County. With Storey County we have the development agreement and have worked out all the land-use issues, and there is a water and sewer system that can be easily extended to provide service. That system cannot be used in Washoe County without creating a general improvement district which would be unacceptable to Storey County as well as the developer.
- Benefits to the County: The reason that extensive staff analysis isn't needed here is that the County does an analysis every year of the property at TRI. We participate in an analysis of an audit of TRI's revenue generation and the expenses the County incurs. That audit is reviewed and approved by the County every year. That audit has shown since the first year it was done that Storey County has a positive cash flow of multi-millions of dollars over expenses. It verifies and justifies the benefits to the County. We currently have about 1000 developed acres that are part of these audits. This would be about another 300 acres that may have a similar development pattern. You could anticipate the same financial benefits for the County.
- We are in favor of the BLA and hope the commission considers it.

Judy Cohen, Storey County Resident and Business Owner:

- Who is responsible for the cost of extending the infrastructure? – Chairman McBride answered that the developer is.
- She wants to understand that if the developer put in the infrastructure with an agreement for the County to pay them back, why debt keeps growing if there's so much profit.

Pat Whitten explained that we are paying it back over time. Water and Sewer are paid by the developer and the County does not pay back for those. The type of infrastructure that may come into play would be roads. They are expensive and are paid back by the County over time interest free. Right now they are looking at the expenses of the boundary line adjustment only and there are no known material expenses related to this.

Bob Sader explained further that in the developer agreement Storey County negotiated that they had to be making money in order to pay back these debts. They negotiated a 35% payback of excess net revenues in

order to ensure that they would not pay if they are not making money. The County has NO LIABILITY if there are no revenues, so the taxpayers do not have to worry. The County cannot lose on this.

Pat Whitten further explained that this is NET REVENUE so staffing fire and other county service expenses etc. are considered.

Bob Sader added that the developers' agreement is available on www.tahoereno.com.

Mark Phillips commented that the fourth paragraph referencing discussions is not supported by the information provided. Pat Whitten explained where they are mentioned.

Judy Cohen asked about the open-ended agreement on paying back the debt. What happens if the County is unable to make any net revenue for ten years, one hundred years, etc.? – Mr. McBride reiterated that there is no time limit and no interest.

Nicole Barde asked if the audit was public record and was told that it is and is available in the controller's office by Mr. Sader. She then asked if the new property revenues could be extrapolated from the report, which Mr. Sader had explained earlier is a simple process.

Motion: Approval of Resolution 14-403 approving a boundary line adjustment (BLA) between Storey County and Washoe County pursuant to provisions in Senate Bill (SB) 272 of the 2013 Legislative Session. Implementation of the BLA shall be contingent upon similar approval by the Washoe County Board of Commissioners. **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Chairman McBride **Vote:** Motion carried by unanimous vote (**summary:** Yes=2) Vice-Chairman Gilman abstained.

12. RECESS TO CONVENE AS STOREY COUNTY FIRE PROTECTION DISTRICT

13. DISCUSSION/POSSIBLE ACTION: Approval of an Amendment to the Cooperative Agreement between the Storey County Fire Protection District and the Truckee Meadows Fire Protection District dated July 1, 2012. This amendment provides for increased service levels for purposes of cost savings opportunities and shared services in conjunction with the Boundary Line Adjustment (BLA) listed as item 11 on this agenda. Final implementation of the terms of the amendment shall be contingent upon similar approval by the Truckee Meadows Fire Protection District and approval of the Boundary Line Adjustment by both the Storey County and Washoe County Board of Commissioners.

Lance Gilman recused himself from this discussion.

Pat Whitten provided an overview regarding comments made about this agreement. We've been accused of "hiding in plain sight" the linkage between this and the boundary line adjustment and yet in our staff report we refer to concurrent discussions with respective chiefs as to how we could explore mutually beneficial methods to provide services, which is a common practice in the fire industry. How that constitutes hiding anything I am incredulous. Things are being quoted out of context when we talked about providing the staffing for the station. The area of the report that Nicole Bard has underlined explains itself in that it is something that will be discussed as it happens and as that higher or better level of service is needed. Chief Hames will talk about cohabitating station 75 which yes, will incur some cost such as toilet paper and a little higher water bill, but we already cohabitate with Central Lyon Fire to provide services to our residents in Mark Twain on an essentially identical basis.

Fire Chief, Gary Hames: Clarified that this is an amendment of the cooperative agreement that goes back 20-30 years.

- Mutual aid is something we do every day. What this does is solidifies the response area. We have never charged each other, but we need something that assures everyone that it will stay that way in the future. The Fire Service is not political. Though we could charge Truckee Meadows every time we help them, we just don't do that and neither do they. This agreement just solidifies that.
- "Station 75 has capacity to be jointly staffed in the future by personnel of SCFPD and TMFPD." This by no means makes us responsible to put personnel there tomorrow. It will be staffed appropriately when the call volumes call for it. "TMFPD, at its election in its sole discretion, shall have the right to provide personnel to occupy with SCFPD personnel Station #75." All this does is gives us the ability to talk in the future about cohabitation. It allows us to share resources.
- Under "Communications" there is no way to predict these costs as we are talking about the future.

Commissioner Sjovangen stated that he has read through the entire agreement and feels it makes common sense. Chief Hames agreed that this is all stuff they do every day. Chairman McBride agrees with Mr. Sjovangen that it makes perfect sense and is a good document.

Motion: Approve the Amendment to the Cooperative Agreement between the Storey County Fire Protection District and the Truckee Meadows Fire Protection District dated July 1, 2012, effective only upon approval by the Truckee Meadows Fire Protection District of the amendment and also upon approval by the Board of County Commissioners of Washoe County of a resolution approving the revisions described in the amendatory provisions of Section 1.5 of Senate Bill 272 of the 2013 Nevada Legislative Session. **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Chairman McBride **Vote:** Motion carried by unanimous vote (**summary:** Yes=2) Vice-Chairman Gilman abstained.

14. ADJOURN TO RECONVENE AS THE STOREY COUNTY BOARD OF COMMISSIONERS

DISCUSSION/POSSIBLE ACTION (originally listed as item #24): **Special Use Permit No. 2006-049-A1-2014** by Sacramento-Valley LP, Verizon Wireless c/o Jerome Wade, Complete Wireless Consulting, Inc. An amendment to Special Use Permit No. 2006-49 to widen a top portion of an existing commercial wireless communications facility (existing "flag-pole" cell tower) from 27 inches to 36 inches diameter in order to accommodate additional wireless communication antennas. The existing facility applicable to this request for an amendment is located at 911 Highway 341 Gold Hill Divide, Storey County, Nevada (APN 002-023-11).

Senior Planner/Administrative Officer Austin Osborne:

- Explained that there are two proposals he would like the commission to choose between so far as which they think is best. The Planning Commission did go for the staff recommended extended ray dome which presents less visual impact and provides the applicant additional antennae space for future installations.
- This tower was installed in 2006 and houses Verizon, Nextel, and Sprint.

Jerome Wade, Project Manager, Complete Wireless Consultants representing Verizon Wireless:

- Upgrade to the community as far as allowing them to be on the precipice of the wireless technology curve allowing users to access internet, safety data, etc. at a faster rate. It will also help with the visitor's ap.
- We've worked with Austin and Dessie to come up with a superior design.

Lance Gilman said he is more in favor of the design with an internal cable system for the flag to avoid noise disturbance for the surrounding area often caused by the external system being proposed.

Mr. Osborne said that the flag will be lit and up 24 hours, and the pulley system has to match the size of the flag. The internal pulley system cannot be done with the larger flag. Mr. Wade explained that the flag is currently on an internal roping system and the move to a larger flag requires the pulley system to be external.

Pat Whitten suggested that we have the largest flag that is reasonable for the conditions keeping the current internal pulley system. Mr. Osborne wants a minimum flag size requirement just to have for the future along with other requirements just to keep it clear.

Kay Dean, Highlands Resident:

- Feels the Jeep Posse should be involved in the discussion.

Dale Beach, Storey County Resident:

- Would like a cell tower in his back yard

Mark Joseph Phillips, Storey County Resident:

- He was at the Planning meeting and brought up the Jeep Posse again. He was asked to stay on topic by the commission.

Mr. Osborne read the Findings into record: The following findings of fact are evident with regard to the requested Special Use Permit amendment when the recommended conditions of approval in Section 6 - Recommended Conditions of Approval are applied:

5.1.10 The SUP complied with all Federal, State, and County regulations.

5.1.20 The SUP will not impose substantial adverse impacts or safety hazards on the adjacent properties or the surrounding area.

5.1.30 The conditions of the SUP adequately address potential fire hazards and require compliance with the applicable fire codes, including setback and fire protection ratings.

5.1.40 The conditions under this SUP do not conflict with the minimum requirements in SCC Chapter 17.15 Public Zone and Chapter 17.03.150 Special Use Permits, or any other Federal, State, and County regulations, including building and fire codes except where allowed by permit.

5.1.50 The conditions of approval under this SUP impose sufficient regulations on the wireless telecommunication facility to reasonably mitigate associated impacts on adjacent and surrounding residences and land uses.

Motion: In accordance with the recommendation by the Planning Commission and Staff, the findings of fact under Section 5.1 of this Staff Report and/or other findings deemed appropriate by the Board, and in compliance with all conditions of approval, the Board hereby approves for Design Option 2 (the longer version)(as shown in Figure 11 - Proposed Elevations - Design Option 2 on page 8) for Special Use Permit Application Amendment Number 2006-049-A1-2014 with the flag size as large as possible to work with internal pulley system **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (summary: Yes=3)

RECESS CALLED BY THE CHAIR 1:08 P.M; MEETING CALLED TO ORDER BY THE CHAIR 1:18 P.M.

RECESS TO CONVENE AS STOREY COUNTY WATER AND SEWER BOARD (originally listed as item #20)

DISCUSSION/POSSIBLE ACTION (originally #21): Resolution #14-402; Making changes to Water Rates for Services in Virginia City, Gold Hill and Silver City and changes to Sewer Rates for Service in Virginia City and Gold Hill.

Public Works Director Mike Nevin:

- This is the annual resolution for setting rates for Storey County Water and Sewer. The only rates that are changing are the base rates for Water and Sewer and a small increase in the commodity rate on water taking into consideration that the State of Nevada will be increasing rates for the purchase of water by 19.56%. They had proposed a 63% increase. I met with Hugh Gallagher, Pat Whitten, and the

State Public Works Board and they were amenable to just a 9cent increase instead. He went on to explain the numbers in a spreadsheet and how they would translate to residential and commercial users.

- He went on to read the details of the increases on the Resolution

Mark Joseph Phillips, Storey County Resident:

- There seems to be no end in sight for the cost on the sewer project.

Pat Whitten explained that this rate increase does cover the sewer treatment plant, but yes, there are other phases that may cause future increases.

The Commissioners and Mr. Nevin discussed some specifics to the services and plans for Silver City and Gold Hill including the lift station needed for some Gold Hill services and future phase development and funding.

Kay Dean, Highlands Resident:

- Wondered how rates were determined and wondered if CMI paid more if that might offset that of seniors.

Pat Whitten explained that CMI is making a number of improvements to the system and partnering with the county under contract with a rate increases when the costs go up. The rate they pay is already substantially marked up and used for infrastructure and improvements to the water system. It isn't leveraged toward the seniors, but Mr. Nevin noted that seniors are given a 10% discount. CMI is also cost sharing on many of the water projects.

Motion: Approve resolution #14-402; Making changes to Water Rates for Services in Virginia City, Gold Hill and Silver City and changes to Sewer Rates for Service in Virginia City and Gold Hill.

Action: Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

DISCUSSION/POSSIBLE ACTION (originally #22): Approve an agreement between Storey County Water and Sewer District, the Nevada Division of Environmental Protection (NDEP) and Comstock Mining, Inc. (CMI). CMI will give the Storey County Water and Sewer District \$100,000.00 to assist with off-setting portions of costs for the engineering, designing and installing a liner system for our fire suppression and dust control pond, more commonly referred to as the Divide Reservoir. Work will include cleaning, reshaping and repair of earthen banks and the installation of an adequate liner system to resolve leaking issues.

Bill Maddox:

- CMI is giving us this money in lieu of a fee to NDEP for some difficulties they had with them.

Motion: Approve the agreement between Storey County Water and Sewer District, the Nevada Division of Environmental Protection (NDEP) and Comstock Mining, Inc. (CMI) which will result in CMI giving Storey County Water and Sewer District \$100,000 to assist with off-setting portions of costs for the engineering, designing and installing a liner system for our fire suppression and dust control pond, more commonly referred to as the Divide Reservoir. **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

ADJOURN TO RECONVENE AS THE STOREY COUNTY BOARD OF COMMISSIONERS (originally #23)

15. DISCUSSION/POSSIBLE ACTION: Resolution 14-392 Augmentation of Capital Projects Fund

Comptroller Hugh Gallagher:

- This is another vehicle we use when monies are available to be augmented into certain funds unlike previously when it came out of contingency which didn't need a resolution.
- He explained the process and timeframe for this action and apologized to the Chair for the short timeframe. This is not to reward bad budgeting, but is for things that have just come up. He promised to do a better job next year to at least provide a list so there can be comment on it.

Mr. Gilman expressed his belief that the number one responsibility of the commission is to oversee the fiscal health of the county. To the extent that they are moving line-items he thinks it is in statute that it must be reviewed and approved by the commission. Mr. Gallagher agreed.

Resolution #14-392

RESOLUTION TO AUGMENT THE 2013/2014 BUDGET OF THE STOREY COUNTY CAPITAL PROJECTS FUND.

Whereas, total resources of the CAPITAL PROJECTS FUND, Storey County were budgeted to be \$50,802.00 on July 1, 2013; and

Whereas, the total available resources are now determined to be \$350,803.

Whereas, said additional unanticipated resources are as follows:

BEGINNING FUND BALANCE	\$300,001.00
Total	\$300,001.00

Whereas, there is a need to apply these excess proceeds in the CAPITAL PROJECTS FUND.

Now, therefore, it is hereby RESOLVED, that Storey County shall augment its 2013/2014 budget by appropriating \$300,001.00 for use in the CAPITAL PROJECTS FUND, thereby increasing its appropriations for capital outlay from \$5,000.00 to \$305,001.00. A detailed schedule is attached to this resolution and by reference is made a part thereof.

Pat Whitten explained certain movements from an already budgeted item, the contingency, where we are moving those for adjustments and changes that occurred knowingly throughout the year. This and the next item are different animals that might look the same. These opportunities arise through conservative budgeting when funds, specifically in this case the General Fund, have higher than anticipated ending fund balances that are identified in our annual audit. Once they are identified, then we have the option of augmenting them into critical areas. In this case we have an additional \$300k that we felt would be great to put into Capital Projects and then present to the board next year on certain projects that qualify. The next one coming up is USDA which we budgeted last year and didn't anticipate getting \$3million in loan monies, in this case from Wells Fargo on a bridge loan, and these need to be augmented into a fund for loan payments on indebtedness that you have already approved.

Mr. Gilman still feels he would like more of a head's up. Pat Whitten clarified that the board will have head's up on all the projects these funds are used for.

Motion: Approve resolution 14-392 Augmentation of Capital Projects Fund. **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (summary: Yes=3)

16. DISCUSSION/POSSIBLE ACTION: Resolution 14-400 Augmentation of USDA Fund

RESOLUTION #14-400

RESOLUTION TO AUGMENT THE 2013/2014 BUDGET OF STOREY COUNTY USDA FUND.

Whereas, total resources of the USDA FUND, Storey County, were budgeted to be \$0.00 on July 1, 2013 due to the fund being established in February of 2014; and

Whereas, the total available resources are now determined to be \$2,990,200.00.

Whereas, said additional unanticipated resources are follows:

OTHER FINANCING SOURCES	\$2,990,200.00
Total:	\$2,990,200.00

Whereas, there is a need to apply these excess proceeds in the USDA FUND.

No, therefore, it is hereby RESOLVED, that Storey County shall augment its 2013/2014 budget by appropriating \$1,000,000.00 for use in the USDA FUND, thereby increasing its appropriations for capital outlay from \$0.00 to \$1,000,000.00. A detailed schedule is attached to this Resolution and by reference is made a part thereof.

Motion: Approve resolution 14-400 Augmentation of USDA Fund. **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

17. DISCUSSION/POSSIBLE ACTION: Canvass of the Primary Election held in Storey County, Nevada on June 10, 2014.

Pat Whitten:

- It has been past practice when we've had an election, and though it is tedious it is a critical part. The vote is not final until the county commission canvasses it within 10 days of the election. In this case the vote was last Tuesday June 10th.
- He went on to read the results as provided by the Clerk/Treasurer Vanessa Stephens for the June 10, 2014 Primary election which is attached in the record.

Motion: Approve the canvass of the Primary Election held in Storey County, Nevada on June 10, 2014. **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

18. DISCUSSION/POSSIBLE ACTION: Appointment of committee members to serve on the advisory question committee regarding a revision to the boundary between Storey County and Washoe County. The property is part of what is known as Sunny Hills.

Pat Whitten:

- We advertised in the Comstock Chronicle and only got two responses. Two applications were received to serve on the ballot question committee. Larry Prater has applied in favor of the question and Robert Maccario in opposition to the question. He read their qualifications from their applications.

Motion: Appoint Larry Prater and Robert Maccario to serve as committee members on the advisory question committee regarding a revision to the boundary between Storey County and Washoe County. The property is part of what is known as Sunny Hills. **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

19. DISCUSSION/POSSIBLE ACTION: Approve an agreement between Storey County, the Nevada Division of Environmental Protection (NDEP) and Comstock Mining, Inc. (CMI). CMI will give Storey County \$116,000.00 to assist with off-setting portions of the costs for the purchase of a 2015 Elgin Broom Bear Street Sweeper. As a result of the payment of funds by CMI, NDEP will enter into a consent decree with CMI for the purpose of settling claims associated with Notices of Alleged Air Quality Violations Nos. 2477 issued by NDEP.

Pat spoke for Mike Nevin to explain the fees and how they were allocated to Storey County. He also explained the sweeper is covered 100% with this and the insurance payment.

Motion: Approve the agreement between Storey County, the Nevada Division of Environmental Protection (NDEP) and Comstock Mining, Inc. (CMI) which will result in CMI giving Storey County \$116,000.00 to assist with off-setting portions of the costs for the purchase of a 2015 Elgin Broom Bear Street Sweeper. **Action:** Approve **Moved by Commissioner Sjovangen Seconded by Vice-Chairman Gilman** **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

Items #20-23 discussed following original item #24 which was discussed after #14

RECESS TO CONVENE AS STOREY COUNTY WATER AND SEWER BOARD

DISCUSSION/POSSIBLE ACTION: Resolution #14-402; Making changes to Water Rates for Services in Virginia City, Gold Hill and Silver City and changes to Sewer Rates for Service in Virginia City and Gold Hill.

DISCUSSION/POSSIBLE ACTION: Approve an agreement between Storey County Water and Sewer District, the Nevada Division of Environmental Protection (NDEP) and Comstock Mining, Inc. (CMI). CMI will give the Storey County Water and Sewer District \$100,000.00 to assist with off-setting portions of costs for the engineering, designing and installing a liner system for our fire suppression and dust control pond, more commonly referred to as the Divide Reservoir. Work will include cleaning, reshaping and repair of earthen banks and the installation of an adequate liner system to resolve leaking issues.

ADJOURN TO RECONVENE AS THE STOREY COUNTY BOARD OF COMMISSIONERS

COMMUNITY DEVELOPMENT AND PLANNING

DISCUSSION/POSSIBLE ACTION: Special Use Permit No. 2006-049-A1-2014 by Sacramento-Valley LP, Verizon Wireless c/o Jerome Wade, Complete Wireless Consulting, Inc. An amendment to Special Use Permit No. 2006-49 to widen a top portion of an existing commercial wireless communications facility (existing "flag-pole" cell tower) from 27 inches to 36 inches diameter in order to accommodate additional wireless communication antennas. The existing facility applicable to this request for an amendment is located at 911 Highway 341 Gold Hill Divide, Storey County, Nevada (APN 002-023-11). – Discussed following item #14

20. FOR POSSIBLE ACTION, LICENSING BOARD SECOND READINGS:

- a. Skanska USA Building – Contractor/389 Interpace HWY, Parsippany, NJ (Contractor)
- b. Farwest Corrosion Control – 1480 West Artesia Blvd, Gardena, CA (Contractor)
- c. Fisher Sand & Gravel Co. – Box 1034, Dickinson, ND (Contractor)
- d. BDR Construction – 1414 Jobs Peak, Gardnerville (Contractor)

Motion: Approval of business licenses listed a-d **Action:** Approve **Moved by Commissioner Sjovangen Seconded by Vice-Chairman Gilman** **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

21. CORRESPONDENCE (No Action)

- a. Denied agenda request from Mark Phillips regarding Discussion/ Possible Action: Per NRS 354.603 (8.), a hearing before the board of County Commissioners, including the Board of Trustees of the Storey County School District, to determine if there is clear evidence of misuse or mismanagement of money(s) in any accounts, held separately by the school district.
- b. Denied agenda request from Nevada Division of Water Resources regarding Dayton Valley Groundwater Basin and Tracy Segment Groundwater Basin assessments.
- c. Letter from Steve Schieberl of the Storey County Jeep Posse thanking the board for their support.

22. PUBLIC COMMENT (No Action)

Mark Joseph Phillips, Storey County Resident:

- Read a letter sent to the Department of Education which is in record and reflects his attempts to request public records regarding compliance to allow them to administer their own accounts outside the County Treasurer's office.

Mr. McBride noted that he has seen all the correspondence and sees no admittance of wrongdoing by the Dept. of Education. Mr. Maddox advised that this not be agendized as the only Statute that involves the county commission says that if there is clear evidence of mismanagement of monies by the school district, then the commission may take action, but there is no evidence of mismanagement. It is likely that the School District had a separate account before the statute was passed. What this statute envisions is that if they had a combined account with the county that they were planning on separating, then a resolution would be passed. The statue doesn't say they have to do this if they already have a separate account. It only says that if after 1971 they had a combined account with the county treasurer and wanted to have a separate account these steps would be taken. Again, the only time this commission would get involved would be if there were clear evidence of mismanagement, which there is none. His recommendation again, is not to place this on the agenda, and he gives the School Board the same advice as well.

Dale Beach, Storey County Resident:

- Mark Twain Park has no running water or lights and they are burning slash right behind it. There is a tree that has shallow roots and is bound to blow over.

Commissioner Sjovangen explained that the well did not pass for drinking water and suggested they might be able to put a drinking fountain on the building. He noted that the park is closed at sundown and therefore there is no need for lights. Mr. Whitten mentioned that Mike Nevin said that there was a Sani-hut in the park during the off-season that was not supposed to be there and when we put in a request for one, the company mistakenly moved it to the park in Lyon County. That is being corrected.

John Miller, Rainbow Bend:


- Directed his comment to Mr. Beach to get some people together and start doing something about the park. He also explained that the lights there are for the school, not the park.

Kay Dean, Highlands Resident:

- Asked about the Park Fund resolution. She was told this was addressed at the last meeting and she could get her answer from Mr. Gallagher.

23. ADJOURNMENT - The meeting was adjourned by the Chair at 2:46 P.M.

Respectfully Submitted,

By 
Dore Nevin



Storey County Board of County Commissioners Agenda Action Report

Meeting date: August 5, 2014

Estimate of time required: 5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Approval of minutes for July 1 2014

2. **Recommended motion:** Approve minutes as submitted.

3. **Prepared by:** Vanessa Stephens

Department: Clerk & Treasurer

Telephone: 775 847-0969

4. **Staff summary:** Minutes are attached.

5. **Supporting materials:** Attached.

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

Funds Available:

Fund:

_____ Comptroller

7. **Legal review required:** N/A

_____ District Attorney

8. **Reviewed by:**

 Department Head

Department Name: Clerk & Treasurer

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No.



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, JULY 1, 2014 8:45 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MINUTES

MARSHALL MCBRIDE
CHAIRMAN

BILL MADDUX
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

BILL SJOVANGEN
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

Roll Call: Chairman McBride, Vice-Chairman Gilman, Commissioner Sjovangen, District Attorney Bill Maddux, Assistant District Attorney Anne Langer, Deputy Clerk & Treasurer Dore Nevin, County Manager Pat Whitten, Sheriff Gerald Antinoro, Comptroller Hugh Gallagher, Community Services Director Cherie Nevin, Senior Planner/Administrative Office Austin Osborne, Community Services Director Deny Dotson, Communications Director Dave Ballard and Deputy District Attorney Bob Morris.

1. **CALL TO ORDER CLOSED SESSION MEETING at 8:45 A.M.** pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Sheriff's Office Employee Association/Operating Engineers Local Union No. 3

Closed session was held pursuant to NRS 288.220.

2. **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 AFSME Local Union Comstock Chapter.

Closed session was held pursuant to NRS 288.220.

3. **CALL TO ORDER AT 10:07 A.M.** The meeting was called to order by the Chair at 10:07 A.M.

4. **PLEDGE OF ALLEGIANCE** The Chair led those present in the Pledge of Allegiance

5. **DISCUSSION/POSSIBLE ACTION:** Approval of Agenda for July 1, 2014

Commissioner Sjovangen requested that items 12 & 13 be up just for discussion and no action. Chairman McBride moved it to follow the Consent Agenda and before Staff Reports.

Motion: Approve agenda for July 1, 2014, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

CONSENT AGENDA

6. For possible action approval of Payroll Check date 06/20/2014 for \$369,507.48 and 6/9/2014 \$3,520.75. Accounts Payable date for 6/13/14 for \$593,663.71, 6/23/14 \$83,181.27 and \$3,851.58
7. For possible approval the Treasurer Report for June 2014
8. For possible action approval to award bid to purchase of new 911 phone system to AT & T as sole response to bid.
9. For possible action approval of Business License First Readings –
 - A. **WIZE SOLUTIONS, INC.**-Contractor/2724 South 3600 West-W Valley City, UT (Contractor)
 - B. **MURPHY BUILT CONST**- 620 Tahoe Street-Reno (Contractor)
 - C. **NETRONIX INTEGRATION, INC.**- 2170 Paragon Drive-San Jose, CA (Contractor)

Mark Joseph Phillips, Storey County Resident: Regarding item 7 it is my understanding that the Treasurer Report will be forwarded to you at a future time and is unavailable for today's meeting.

The Chair agreed to continue item 7 to the next regularly scheduled meeting.

END OF CONSENT AGENDA

Motion: Approval of Consent Agenda July 1, 2014 with continuation of item 7. **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

DISCUSSION/POSSIBLE ACTION (originally item 12): Approval of Resolution 14-405 which determines that Storey County does not approve a boundary line adjustment between Storey County and Washoe County pursuant to provisions in Senate Bill (SB) 272 Sections 1 and 2(2). For further clarification, Section 1 of SB 272 pertains to property now situated in Storey County in an area more commonly referred to as "Sunny Hills". This action does not involve the area referenced in Section 1.5 of SB 272 adjacent to the Tahoe-Reno Industrial Center. Boundary line resolutions for Section 1.5 were approved by both the Storey County and Washoe County Boards of Commissioners on June 17, 2014 as provided for in Section 2 (3) of SB 272.

Garrett Gordon, Sunny Hills Representative: He thanked the commission and everyone involved and gave a presentation. He suggested that a new proposal is called for to include a permanent conservation easement and an internal swap of some Sunny hills property between Washoe and Storey Counties to provide buffer area, conservation easements and fire access, fire protection and restricted access, water, wildlife corridors and other potential revenue opportunities with Washoe County.

- We recommend that we postpone the vote on the Sunny Hills Boundary Line Adjustment. The simple boundary line adjustment of 1200 acres to Washoe should include all these other deal points.
- We ask that you direct staff to work with Washoe County on a new proposal that potentially benefits both counties setting specific benchmarks for progress and creating something ready to go to the legislature in 2015.
- We would ask that you rescind the advisory ballot question as it is no longer relevant.
- Sunny Hills is willing to fund a county wide survey of any new proposal.

Merilee Miller, River District: We have 500 homes in the River District and the meeting we had scheduled with Sunny Hills was canceled and so our entire population has not met with them. I am wondering if they are going to present this material to us so we all know what is going on.

Mr. Gordon confirmed that it is something that will happen. He explained that the reason the meeting was canceled was that after three community meetings they realized that their current proposal was no longer relevant and that sweeping changes would have to be made. The cancellation is no reflection on their plans of coming out there and including the River District in discussions.

Larry Prater, VC Highlands Resident: He explained his background as a retired civil engineer and his involvement as the "committee of one" to write the argument in favor of this development. He explained that he is not necessarily for the development, but that as they are going to develop the Washoe side with or without a land transfer, we need some means to protect Storey County. He believes some conditions should be placed on any transfer:

- Fence the county line between the development and Storey County and have locked gates at emergency access roads.
- An open space buffer between the development and the Storey county line.
- No ground water use.
- Retention basins for flood prevention
- Dark Skies ordinance should be followed
- Future development should be planned for the Storey County property near the petroglyphs.

Pat Whitten thanked Mr. Prater for his input. He asked for input as to the advisory question to allow voices from the County to speak to the topic. Mr. Prater noted the survey that Mr. Gordon has promised, but Mr. Whitten explained that the survey process is not very easy and feels the ballot may be a better method of getting input.

Kay Dean, VC Highlands: She asked how the ballot question and resolutions came up and wondered if it was Mr. Gordon's idea. Mr. Whitten explained that it absolutely was not. It was a request to staff to put these questions on the agenda – standard business. Ms. Dean asked who initiated the items, and Mr. Whitten said that he did. Commissioner Sjovangen said all the commissioners wanted it placed on the agenda.

County Manager Pat Whitten explained that due to the timeframes and no second meeting scheduled in July, that if no action is taken on resolution 14-406 that it would leave in play 14-397 which placed the advisory question on the ballot. The operative question is whether the commission desires having a potentially irrelevant question on the ballot.

Motion: Deny approval of resolution 14-405. **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

DISCUSSION/POSSIBLE ACTION (originally item 13): Approval of Resolution 14-406 rescinding Resolution 14-397 which called for an advisory question to be placed on the November 2014 General Election ballot relative to a possible boundary line adjustment between Storey County and Washoe County in an area more commonly referred to as "Sunny Hills". If Resolution 14-405 is passed, this action would eliminate any applicability of the results of a General Election advisory question. If approved, this resolution also provides notice to the clerk the ballot question is withdrawn.

Pat Whitten explained the ramifications of approval or denial of this resolution. The commissioners discussed the benefits of the advisory question and the benefits of ballots over surveys.

Garrett Gordon read the language of the ballot question and explained that it would go down because it is not clear or accurate any longer and is simply about the boundary line adjustment with no conservation or fire easement information. They already know that the question will fail and they would rather amend the proposal and the language to get a more valid vote on what is being proposed.

Commissioner Sjovangen feels the ballot question should remain so that they may get a feel for what the people want and is concerned because the people in the Highlands are expecting it. Chairman McBride feels it should be removed as the project it speaks to is no longer in existence.

Mr. Gordon clarified that they have already heard from the community loud and clear in three meetings. They are withdrawing the application as it exists due to that feedback and so they believe the ballot question is not applicable. Mr. Sjovangen asked if it had already been formally withdrawn and Mr. Gordon confirmed that he is doing that today and will follow up in writing if necessary.

Jim Hindle, VC resident: As a survey professional and voter, it is his opinion that if a vote is taken, it is a decision where with a survey you get opinions with more robust information. With a vote you only get "yes" or "no" without knowing why, or what the issues are. With a vote, you create prejudice and opinions become formed and solidified. With a survey, you are asking for input and there is still a fluid nature to the opinions and perspectives the public has. A survey can be done scientifically and it is my opinion that it should be done that way.

Larry Prater, VC Highlands Resident: Agreed with Mr. Hindle. He feels the survey may also be used as an educational tool to those being surveyed.

Judy Cohen, VC resident and business owner: Why not do both?

Pat Whitten gave staff recommendation to approve the resolution.

Bill Maddox mentioned corrections to where the resolution says 14-395 it should be 14-397, and that the last two paragraphs on the first page should be deleted. Mr. Whitten agreed and read those corrections in to the record: The correction will be made from 14-395 to 14-397 and we would be striking, under the resolution the phrases, "Whereas, the Storey County Board of Commissioners are scheduled to consider Resolution 14-405 which would decline to approve the boundary line adjustment referenced above; and, Whereas, approval of Resolution 14-405 would eliminate any applicability of the results of a General Election advisory question."

Motion: Approval of resolution 14-406 with mentioned corrections. **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (summary: Yes=3)

The Chair called a 10 minute recess at 11:00am; the Chair called the meeting to order at 11:18am

COMMUNITY DEVELOPMENT AND PLANNING

DISCUSSION/POSSIBLE ACTION: Zone Map Amendment 2014-2015. By Comstock Mining., and Northern Comstock, LLC in Gold Hill, Storey County, Nevada. The applicant requests a Zone Map Amendment in order to change the zoning of fourteen parcels (Assessor Parcel Numbers: 002-122-01, 002-122-02, 002-142-01, 002-142-02, 002-142-03, 002-141-16, 002-141-03, 002-151-01, 002-151-05, 002-151-06, 002-151-02, 002-151-03, 002-151-04 and 002-161-01) from Commercial-Residential (CR) to Special Planning Review (SPR) (*Originally 18*)

Planner Dessie Redmond:

- The applicants and property owners are Comstock Mining, Inc. & Northern Comstock, LLC
- Subject properties are fourteen properties located in the south section of Gold Hill along the State Route 342 corridor.
- The existing zoning is commercial-residential.

- Applicants request a Zone Map Amendment to amend the Official Storey County Zoning Map of fourteen parcels currently zoned Commercial-Residential to the proposed Special Planning Review zone.
- Storey County code states that amendments to the Official County Zoning Map may be initiated by the owner of a lot or parcel in Storey County.
- Ms. Redmond directed the commissioners to page two of the staff report to see a map that shows the vicinity of the properties, page 4 to see the proposed changes, and page 5 for abutting land parcels which are mostly vacant or are vacant BLM land. She noted that there are some mining and residential uses in the surrounding areas.
- The CR (commercial-residential) zone is intended to serve as a community focal point and provide for a center of mixed uses including single and multi-family residential uses to be integrated into the commercial and tourism uses.
- The purpose and intent of the SPR (Special Planning Review) zone is to provide protections to current mining and milling and the historic remnants within American Flat, Gold Hill, and the Virginia City areas. Page 7 outlines the allowed uses of these zones.

Corrado De Gasperis, President & Chief Executive Officer Comstock Mining Inc.:

- We feel the request is consistent with the County's diverse economic objectives, historical uses and character, and with some of the new ordinances that Planning and the Commission have worked very hard to establish.
- We feel the proposed map is compatible with all the existing and abutting land uses.
- We felt that the existing zoning was an undesirable example of some of spot zoning that was difficult even for Planning to recall how it originally came up.

Mark Joseph Phillips, Storey County Resident: Made a public records request for the parcels involved. He read a letter into record that he wrote to the Planning Commission:

Dear Planning Commission, After reviewing the information I received from the office of the county treasurer, that is an attachment, I have reason to believe that this agenda item is all about the money! The FY 2014-2014 property tax bill to Comstock Mining, on these fourteen parcels zoned COMMERCIAL-RESIDENTIAL will be humongous compared to the tax-exemptions they have enjoyed in the past. Please, at least consider this information.

He is concerned with loss of tax revenue to the County as he believes CR is taxed at a higher rate than what is being proposed. He is also concerned that legal notice of the meeting was not published with the location.

Bill Maddox said that though Mr. Phillips was right about the newspaper notice, there was ample notice given in other ways that he believes satisfied the legal requirements of giving notice for the meeting.

Ms. Redmond read the findings for the motion:

- 6.1.1 The proposed Zone Map Amendment complies with all Federal, Nevada State and Storey County Regulations;
- 6.1.2 The proposed Zone Map Amendment will not impose substantial adverse impacts or safety hazards on the abutting properties;
- 6.1.3 The conditions of approval of the Zone Map Amendment require compliance with the applicable codes;
- 6.1.4 The conditions of approval of the Zone Map Amendment do not conflict with the minimum requirements in SCC Chapter 17.44 Special Planning Review or Chapter 17.03.220 Zone map amendments and zone text amendments;
- 6.1.5 The uses allowed by the new zones do not appear to cause substantial adverse impacts to the uses allowed in the abutting zones;

- 6.1.6 The proposed Zone Map Amendment is in substantial compliance with and supports the goals, objectives and recommendations of the Storey County Master Plan;
- 6.1.7 The proposed Zone Map Amendment will provide for land uses compatible with existing adjacent land uses and will not have detrimental impacts to other properties in the vicinity;
- 6.1.8 The proposed Zone Map Amendment will not cause uses that will negatively impact existing or planned public services or facilities and will not adversely impact the public health, safety and welfare;
- 6.1.9 The proposed Zone Map Amendment will not create any non-conforming conditions, such as non-conforming setback distances or minimum parcel area and width requirements.

Motion: In accordance with the recommendation by Staff, and the Storey County Planning Commission (if a recommendation for approval is made at the June 26, 2014 Planning Commission meeting), the Findings of Fact under Section 6.1 of the Staff Report and/or other Findings of Fact deemed appropriate by the Board, and in compliance with all Conditions of Approval, the Storey County Board of County Commissioners hereby approves Zone Map Amendment Number 2014-005. **Action:** Approve **Moved by** Vice-Chairman Gilman **Seconded by** Commissioner Sjovangen **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

DISCUSSION/POSSIBLE ACTION: The applicant requests amendments to existing Special Use Permit No. 2000-222-A-3 to modify and expand applicable land area and allowable uses. The amendments apply to mining, processing, mine definition, exploration, and ancillary uses on the subject land in American Flat and Gold Hill. The location of the land subject to this SUP request is located approximately in Township 16 North, Range 20 East, Section 1 and 12; and Township 16 North, Range 21 East, Section 4, 5, 6, 7, 8, and 9 (MDB&M) as illustrated in Exhibit A, Project Area Map enclosed herewith. (*Originally 19*)

Austin Osborne, Senior Planner requested continuation of this item until the August 5, 2014 meeting.

Motion: Continue this item until the regularly scheduled commission meeting on Tuesday August 5, 2014 **Action:** Approve **Moved by** Vice-Chairman Gilman **Seconded by** Commissioner Sjovangen **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

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

Community Services Director, Deny Dotson:

- NV Commission on Tourism bartered a deal with the San Francisco Chronical recently for us to do a Nevada section with the Nevada Appeal. It's a two-part section. The first part broke this Sunday. He shared a copy of it with the board. Basically, Virginia City coming together with some lodging partners, the V&T, the Bucket of Blood, Fourth Ward School and some other editorial was able to secure two and a half pages in the SF Chronical not just in print, but online as well. A similar piece will break in late August.
- On 4th of July fundraising efforts: Karen Woodmansee has been working with us. The budget is just under \$30k. Right now we are about halfway there.
- Wine walk will be on July 5th.
- Rock the Comstock. We've been working with Loren Pursel of the Red Dog on a "battle of the bands" format. For the last month, folks have been voting online for their favorite bands. They select it down to three, and on July 18-20 there will be folks competing here in several bars through town to find a champion on Sunday the 20th.
- Hot August Nights comes through Virginia City at the end of July on the 31st. We will be reserving parking for them on the East side of Route 341 through Virginia City. We have also organized a raffle prize. For every \$5 that participants spend they will get a chance to win a night's stay at the Cobb Mansion and dinner at the Core Restaurant on us.

Grants and Emergency Management Coordinator, Cherie Nevin:

- Last Tuesday, Planner Dessie Redmond, Ann Langer, and I went to the petroglyphs on a guided tour with the folks from the Nevada Rock Art Foundation. The staff and volunteers of the NRAF work actively to promote and protect prehistoric rock in Nevada and surrounding areas. Joan Johnson, a long time Virginia City resident is a very active volunteer with them and visits the site once a month and is a steward of the land. We were fortunate to go with this group and learn more than we would have had we gone on our own.
- Bids are due on July 17th for the repairs to the courthouse roof and we should be coming to you at the August 5th commission meeting with a recommendation.
- After five years of work, we have finally received the grant award for the Six Mile Canyon drainage project. We have a meeting scheduled for July 29th to get the project kicked off.
- The VC Senior Center has a couple of fundraising events coming up:
 - August 16 – Indoor Yard Sale
 - October 10 – Annual Lasagna Cook-off
- This morning I received the grant award for the Senior Center Kitchen Improvement Project. It will be on the agenda for the next meeting.
- October 18 – Health Fair at Piper's Opera House
- We continue to work on a solution for once HAWC leaves the community center on July 10th. We are hoping to have some services in place by September.

Dave Ballard, Communications Director:

- The phone system that was approved today is an upgrade to the old system that was about 14 years old. The old system is no longer supported and we have moved on to the new, which is a voice over IP which gives us much more redundancy and less failures with a lot more tools to work with.
 - One thing is that currently if someone uses a cell phone to call 911, it will give us the cell company, the number, and the tower the call came from and we have to ping them to locate them if they are lost in the hills somewhere. The new system will give us the GPS coordinates.
 - It ties into the mapping and pulls up the residence the call is coming from.
 - It also ties in with everyone else's systems in the region and the state, so that if one of our lines goes down it will automatically default to Carson City instead of the cumbersome method of the old system that required a call and a ticket to get us switched.
 - Because of the voice over ip, the equipment itself is much smaller and less cumbersome too.
 - It is state of the art and for once we are ahead of the surrounding counties in the technology.

Pat Whitten mentioned that the high price tag will pay for itself in maintenance savings. It replaces technology that was purchased shortly after 9/1/01 and was showing age. This should serve us well for many years and allow us to expand as we join efforts to regionalize.

Mr. Ballard added that the current maintenance contract is \$16-\$17k per year, and the new service contract is \$28k-\$35K for five years.

Marilee Miller, Lockwood Community Center:

- July 22nd – Luncheon – get there by 11:30 – we eat at 11:45.
- Senior Awareness Picnic and Luncheon served over 250 hot dogs and was a great success.
- We've had a lot of requests for a bocce ball court at the park and we are looking into it.
- She asked if reinstating the river walk would fall under the County, or the home owners, or if anyone knew. Mr. Whitten doesn't recall there being county responsibility for that, but suggested getting together with Cherie Nevin to see what it would take to resurrect the walk.
- She is shopping for bookshelves and plans on having them installed for the Luncheon.

Adam Robello, Mark Twain Community Center:

- Change in the board – Mark Kuly resigned and was replaced by Marie Babbs.

- June 28th had a rummage sale that generated \$216 for the center.
- We had plans for a carnival in August, but they have been put on hold until next year.
- Our next meeting is July 16th at 6:30
- IRS is requiring more information regarding our 501c3
- Ron is developing a new website.

Sheriff Gerald Antinoro:

- Senior Awareness was fantastic with a great turnout.
- This past weekend was the VC Highlands road closure. They had one problem and will do better next year.
- August 5 – National Night Out
- Mr. Pat Flanagan “Squid” passed away this Friday.
- Dale Beach is fighting for his life after a health event this past weekend.

The Chair called for a moment of silence in remembrance of Pat Flanagan.

Pat Whitten, County Manager:

- We’ve been approached by a large employer in the Tahoe Reno Industrial Center, Intellisource, who is the employer for Zulily, who recently announced plans to expand into a new building and will be raising their employment needs from 600 to 1600. They are having trouble procuring space in the industrial park, so we have offered a temporary lease of unused, vacant portions of our fire and public safety station out there. Bill Maddox is working with me on finalizing the lease.
- I’ve been advised by our clerk that the petition to increase our county commissioners from 3 to 5 was filed in time in Friday and she is now going through the validation process.

Comptroller Hugh Gallagher:

- Park Fund – Still working on validating the amounts with Dave Thomas and have reached out to Nicole Bard to attempt to get resolution to that. Don’t want to start calculating interest until we know we are starting with a good number and that Mr. Thomas, who has done 100% of the work and the residents are satisfied with it.
- Hot off the press is our unaudited numbers for the FY ending 2014. This is tentative, but our revenues are a little over \$11 million, which was about \$972,000 more than budgeted. Expenditures were a little over \$9.3 million which was about \$1.2 million less than budgeted largely attributed to salary and benefits.
- The audit is underway.

11. BOARD COMMENT (No Action – No Public Comment) No board comments made.

**Items 12 & 13 discussed after Consent Agenda*

12. DISCUSSION/POSSIBLE ACTION: *Approval of Resolution 14-405 which determines that Storey County does not approve a boundary line adjustment between Storey County and Washoe County pursuant to provisions in Senate Bill (SB) 272 Sections 1 and 2(2). For further clarification, Section 1 of SB 272 pertains to property now situated in Storey County in an area more commonly referred to as “Sunny Hills”. This action does not involve the area referenced in Section 1.5 of SB 272 adjacent to the Tahoe-Reno Industrial Center. Boundary line resolutions for Section 1.5 were approved by both the Storey County and Washoe County Boards of Commissioners on June 17, 2014 as provided for in Section 2 (3) of SB 272.*

13. DISCUSSION/POSSIBLE ACTION: *Approval of Resolution 14-406 rescinding Resolution 14-397 which called for an advisory question to be placed on the November 2014 General Election ballot relative to a possible boundary line adjustment between Storey County and Washoe County in an area more commonly referred to as “Sunny Hills”. If Resolution 14-405 is passed, this action would eliminate any applicability of the results of a General*

Election advisory question. If approved, this resolution also provides notice to the clerk the ballot question is withdrawn.

14. DISCUSSION/POSSIBLE ACTION: Approve Resolution 14-404 honoring Jonathan Dockins of Jackson, Missouri as a true Virginia City Hero.

Pat Whitten: Told Jonathan's story which is submitted to record in Staff summary and read the following resolution into record:

Resolution No. 14-404, a resolution honoring Jonathan Dockins

- Whereas, Jonathan Dockins has, in eight years of life to date, mounted a brave and heroic battle overcoming great challenges; and
- Whereas, Jonathan is an avid fan of trains and railroading; and
- Whereas, Jonathan has long dreamed of running a real train; and
- Whereas, Tom Gray and the fine folks of Make-A Wish Foundation, the Virginia & Truckee Railroad, the West Coast Railroaders Group and Amtrak joined to help Jonathan's dreams come true; and
- Whereas, the Storey County Board of Commissioners congratulate Jonathan for his successful accomplishments of bringing both the Amtrak and Virginia & Truckee trains in on time.
- Therefore it be known to all present that the Board of County Commissioners of Storey County do hereby resolve to commend and honor Jonathan Dockins as a true and honorable Virginia City Hero on this 1st day of July 2014.

Mr. Whitten explained that a fancy copy of this resolution will be mailed to Jonathan.

Motion: Approval of resolution 14-404 honoring Jonathan Dockins of Jackson, Missouri as a true Virginia City Hero. **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

15. DISCUSSION/POSSIBLE ACTION: Resolution 14-393 Approval of Tax Rate Levy

Pat Whitten: This is required annually to state on the record what the tax rate is. There are a few internal adjustments, but the bottom line is that the tax rate for the County itself and the County inclusive of School and State remains the same.

Motion: Approval of resolution 14-393 Approval of Tax Rate Levy **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

16. DISCUSSION/POSSIBLE ACTION: Approval of modification and extension of Collective Bargaining Agreement between Storey County (Employer) and the Storey County Sheriff's Office Employee Association/Operating Engineers Local Union No.3 (Union).

Senior Planner/Administrative Officer Austin Osborne: Requested continuation of this item until the August 5th commission meeting.

Motion: Approval to continue this item until the August 5th commission meeting. **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

17. DISCUSSION/POSSIBLE ACTION: Approval of modifications to Articles 46 (Benefits Insurance) and 47 (Retirement) of the existing 2013-2016 Collective Bargaining Agreement between Storey County (Employer) and the Storey County Employees' Association AFSCME Local union Comstock Chapter (Union).

Senior Planner/Administrative Officer Austin Osborne: Explained the modifications and amended the language to NOT include article 47.

Motion: Approval of modifications to Article 46 of the existing 2013-2016 Collective Bargaining Agreement.

Action: Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

**Items 18 & 19 discussed following items 12 & 13*

COMMUNITY DEVELOPMENT AND PLANNING

18. DISCUSSION/POSSIBLE ACTION: Zone Map Amendment 2014-2015. *By Comstock Mining., and Northern Comstock, LLC in Gold Hill, Storey County, Nevada. The applicant requests a Zone Map Amendment in order to change the zoning of fourteen parcels (Assessor Parcel Numbers: 002-122-01, 002-122-02, 002-142-01, 002-142-02, 002-142-03, 002-141-16, 002-141-03, 002-151-01, 002-151-05, 002-151-06, 002-151-02, 002-151-03, 002-151-04 and 002-161-01) from Commercial-Residential (CR) to Special Planning Review (SPR)*

19. DISCUSSION/POSSIBLE ACTION: *The applicant requests amendments to existing Special Use Permit No. 2000-222-A-3 to modify and expand applicable land area and allowable uses. The amendments apply to mining, processing, mine definition, exploration, and ancillary uses on the subject land in American Flat and Gold Hill. The location of the land subject to this SUP request is located approximately in Township 16 North, Range 20 East, Section 1 and 12; and Township 16 North, Range 21 East, Section 4, 5, 6, 7, 8, and 9 (MDB&M) as illustrated in Exhibit A, Project Area Map enclosed herewith.*

20. FOR POSSIBLE ACTION, LICENSING BOARD SECOND READINGS: None

21. CORRESPONDENCE (No Action)

- a. Denied agenda request from Dale Beach regarding issue of the NACO attendants.

22. PUBLIC COMMENT (No Action)

Cynthia Kennedy, 5030 Fandango Pass, Virginia City NV 89440:

I'm sorry to appear before you today with the news I have to bear. On the weekend of July 21st, our home in the Highlands Ranches was vandalized. At first we thought that just our driveway sign had just been "tagged." It's a large porcelain tile sign that I painted & fired in my kiln, approximately 3'x3' with "Smiling Pinto Station" painted on it with our logo, a smiling pinto. With its tin roof, and teal blue surround, it's one of the most attractive signs in the area, and Patrick I spent a lot of time creating and installing it. A large orange target with a bull's eye was spray painted over its entire surface. That was one thing – someone had tagged our sign. Property does get tagged from time-to-time. Soon, though, we realized the vandals' crime did not stop with the sign. Our classic BMW, Ford tractor, Scout snowplow truck and horse trailer had all been damaged. I won't go into details as they might hamper the Sheriff's Dept. Investigation, but it was obvious that whomever did this, wanted us to know we were indeed targeted. We have a business that includes international customers. Are any of these customers enemies? No. We have a lot of friends in the Highlands, Virginia City, and other areas of Nevada and California through our participation in dog agility, the Reno Blues Society and the Republican Party. Are any of them enemies? No. The only conclusion we can draw is that we expressed our opinion about something here in the county, and that infuriated someone so much that they came onto our property and told us in no uncertain terms that we have a target on our backs. I make this presentation to warn others who express opinions in commissioners meetings, support candidates, and write Letters to the Editor, to consider whether expressing an opinion or support in public is worth having your property vandalized in a violent manner? We have lived here for almost 30 years, and during that time we've contributed greatly to this community. We were part of the first crew of reporters and photographers on the "Comstock Chronicle." Since then, we've worked for free, for every newspaper on the Comstock. We

documented and reviewed countless plays, birthdays, graduations and a myriad of events. I don't think anyone's taken more photographs of this area and its residents than Patrick. Our video, "Virginia City and the Comstock Lode: Yesterday & Today" which we produced in 1989, has sold all over the world and promoted like no other. We produced this out of our own pocket, without grants, because we felt it should be done. Over 40k copies of the original program - good will ambassadors, if you will - have been sold since its release. Right now, we're in the middle of producing a new version, again at our own expense, that will further promote this area, its history, its attractions and events. When this vandalism happened, I was the main organizer of the Nevada Republican Party State Central Committee meeting, to be held here August 1-3. On August 2nd, there will be a Grande Celebration Banquet at Piper's Opera House, honoring 150 years of the Republican Party in Nevada. We expect over 300 people to be in town for this event. But, now that someone has come on our property, painted a bulls eye on our beautiful sign, and severely damaged four of our vehicles, we've had to seriously reconsider our participation and contribution to not just the local party, but to the county at large. It seems the potential of repercussion for this kind of activity makes it just not worth it. Sheriff Antinoro and his deputies have done an excellent job investigating this vandalism. People have raised funds, and there is now a \$1,000 reward for information leading to the arrest and conviction of whomever committed this heinous crime. The reason why I've brought this information to you today, is because I want you all to be aware of what can happen to people who want to make a positive contribution to this community.


Chairman McBride expressed that this behavior is unacceptable and suggested cameras on properties that are in rural areas and somewhat vulnerable for these kinds of crimes. Pat Whitten suggested speaking with Mr. Gallagher about possibly enhancing the reward process.

Judy Cohen, VC resident and business owner: Publically acknowledged Chris and Carol from the B Street Bed and Breakfast for initiating the SF Chronical and bringing it to Mr. Dotson's attention.

23. ADJOURNMENT

The meeting was adjourned by the call of the Chair at 12:26 p.m.

Respectfully Submitted,

By 
Dore Nevin



Storey County Board of County Commissioners Agenda Action Report

Meeting date:

Estimate of time required:

Agenda: Consent ☐ Regular agenda ☐ Public hearing required ☐

1. Title: Quarterly Report Per NRS 4.100

2. Recommended motion

3. Prepared by: EF HERRINGTON Justice of the Peace

Department: Justice Court

Telephone: 775 847 8696

4. Staff summary:

5. Supporting materials:

6. Fiscal impact:

Funds Available:

Fund:

____ Comptroller

7. Legal review required:

____ District Attorney

8. Reviewed by:

____ Department Head

Department Name: Commissioner's Office

[Signature] County Manager

Other agency review: _____

9. Board action:

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

Virginia Township Justice Court ~ Storey County, Nevada

26 South B Street, Second Floor
Virginia City, Nevada 89440



775-847-0962 • Facsimile: 775-847-0915
www.storeycounty.org

2014 JUL -7 PM 12:10

STOREY COUNTY CLERK

BY _____
DEPUTY

July 7, 2014

QUARTERLY REPORT

Pursuant to NRS 4.100, attached please find End of Period Listing Reports for April, May, and June, 2014.

I, E.F. Herrington, Virginia Township Justice of the Peace, Storey County, Nevada, do hereby certify that to the best of my knowledge and belief, the attached information is a full, true and correct statement of NRS 4.100.

E.F. Herrington
Justice of the Peace

Subscribed and sworn before me

this 7 day of July 2014.

Justice Court Clerk

Date: 07/07/2014 10:19
CRTR170

End Of Period Listing - Actual
VIRGINIA TOWNSHIP JUSTICE COURT
From 03/31/2014 13:26:02.33
To 04/30/2014 12:27:50.49

Page: 1

EOM FOR APRIL 2014

Disbursed Total

7,108.50

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
1F AA FEE - STATE (AOC) 170-000-34206	NEVADA STATE CONTROLLER	N/A	N/A	1,078.00	31
1F AA FEE - JUSTICE/187-000-35104	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	196.00	27
1F AA FEE - JUVENILE/001-000-35103 (GENERAL)/170-000-35114	STOREY COUNTY TREASURER	N/A	N/A	56.00	27
1F AA FEE - GENETIC MARKER ANALYSIS/180-000-35101	NEVADA STATE CONTROLLER	N/A	N/A	55.00	11
1F CIVIL FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	90.00	27
1F CIVIL FEES - COURT ACCOUNT/187-000-35104	STOREY COUNTY TREASURER	N/A	N/A	476.25	7
1F CHEMICAL ANALYSIS FEE/001-000-35101	STOREY COUNTY TREASURER	N/A	N/A	352.75	10
1F FINE - COUNTY/210-000-35109	STOREY COUNTY TREASURER	N/A	N/A	47.00	1
1F COURT FACILITY FEE/001-000-35111	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	3,611.00	44
1F MARRIAGE FEE/170-000-34212	NEVADA STATE TREASURER	N/A	N/A	310.00	28
1F RECORDS SEARCH/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	30.00	0
1F SPECIALTY COURT FEE (MISD)/170-000-34217	NEVADA STATE CONTROLLER	N/A	N/A	357.00	0
1F SMALL CLAIMS FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	216.50	29
1F CENSUS FEE/170-000-34201	STOREY COUNTY TREASURER	N/A	N/A	225.00	4
				8.00	8

*** End of Report ***

Date: 07/07/2014 10:19
CRTR7170

End Of Period Listing - Actual
VIRGINIA TOWNSHIP JUSTICE COURT
From 04/30/2014 12:27:50.49
To 05/30/2014 10:13:07.52

Page: 1

EOM FOR MAY 2014

Disbursed Total

8,709.50

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
1F AA FEE - STATE (AOC) 170-000-34206	NEVADA STATE CONTROLLER	N/A	N/A	1,783.00	47
1F AA FEE - JUSTICE/187-000-35104	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	341.00	45
1F AA FEE - JUVENILE/001-000-35103	STOREY COUNTY TREASURER	N/A	N/A	96.00	44
1F AA FEE - STATE (GENERAL)/170-000-35114	NEVADA STATE CONTROLLER	N/A	N/A	100.00	20
1F AA FEE - GENETIC MARKER ANALYSIS/180-000-35101	STOREY COUNTY TREASURER	N/A	N/A	120.00	37
1F ATTORNEY REIMBURSEMENT FEE/001-000-34245	STOREY COUNTY TREASURER	N/A	N/A	85.00	1
1F BOND PROCESSING FEE - COUNTY/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	93.75	5
1F CIVIL FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	326.25	2
1F CIVIL FEES - COURT ACCOUNT/187-000-35104	STOREY COUNTY TREASURER	N/A	N/A	276.75	8
1F CHEMICAL ANALYSIS FEE/001-000-35101	STOREY COUNTY TREASURER	N/A	N/A	60.00	1
1F FINE - STATE OF NEVADA/170-000-34214	NEVADA STATE CONTROLLER	N/A	N/A	50.00	1
1F FINE - COUNTY/210-000-35109	STOREY COUNTY TREASURER	N/A	N/A	4,046.00	49
1F COURT FACILITY FEE/001-000-35111	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	450.00	42
1F MARRIAGE FEE/170-000-34212	NEVADA STATE TREASURER	N/A	N/A	35.00	0
1F RECORDS SEARCH/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	376.50	0
1F SPECIALTY COURT FEE (MISD)/170-000-34217	NEVADA STATE CONTROLLER	N/A	N/A	308.50	42
1F SMALL CLAIMS FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	33.75	1
1F CENSUS FEE/170-000-34201	STOREY COUNTY TREASURER	N/A	N/A	3.00	3
1F BOND FILING FEE VICTIM OF CRIMES/170-000-35108	NEVADA STATE CONTROLLER	N/A	N/A	125.00	5

*** End of Report ***

Date: 07/07/2014 10:21
CRTR7170

End Of Period Listing - Actual
VIRGINIA TOWNSHIP JUSTICE COURT
From 05/30/2014 10:13:07.52
To 06/30/2014 09:06:35.02

Page: 1

COM FOR JUNE 2014

Disbursed Total

10,213.50

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
1F AA FEE - STATE (AOC)	NEVADA STATE CONTROLLER	N/A	N/A	1,998.00	48
170-000-34206					
1F AA FEE - JUSTICE/187-000-35104	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	336.00	45
1F AA FEE - JUVENILE/001-000-35103	STOREY COUNTY TREASURER	N/A	N/A	96.00	45
(GENERAL)/170-000-35114	NEVADA STATE CONTROLLER	N/A	N/A	125.00	24
1F AA FEE - GENETIC MARKER ANALYSIS/180-000-35101	STOREY COUNTY TREASURER	N/A	N/A	141.00	44
1F ATTORNEY REIMBURSEMENT	STOREY COUNTY TREASURER	N/A	N/A	355.00	4
FEE/001-000-34245	STOREY COUNTY TREASURER	N/A	N/A	37.50	2
1F BOND PROCESSING FEE - COUNTY/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	157.50	0
1F CIVIL FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	172.50	2
1F CIVIL FEES - COURT ACCOUNT/187-000-35104	STOREY COUNTY TREASURER	N/A	N/A	60.00	1
1F CHEMICAL ANALYSIS FEE/001-000-35101	NEVADA STATE CONTROLLER	N/A	N/A	395.00	3
1F FINE - STATE OF NEVADA/170-000-34214	STOREY COUNTY TREASURER	N/A	N/A	5,138.00	56
1F FINE - COUNTY/210-000-35109	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	450.00	42
1F COURT FACILITY FEE/001-000-35111					
1F MARRIAGE FEE/170-000-34212	NEVADA STATE TREASURER	N/A	N/A	55.00	0
1F OVERPAYMENTS TO COUNTY/210-000-35109	STOREY COUNTY TREASURER	N/A	N/A	1.00	1
1F RECORDS SEARCH/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	322.50	0
1F SPECIALTY COURT FEE (MISD)/170-000-34217	NEVADA STATE CONTROLLER	N/A	N/A	323.50	45
1F BOND FILING FEE VICTIM OF CRIMES/170-000-35108	NEVADA STATE CONTROLLER	N/A	N/A	50.00	2

*** End of Report ***



Storey County Board of County Commissioners Agenda Action Report

Meeting date: August 5, 2014

Estimate of time required: 0-5 mins

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** For Possible Action – Approval – Assessor’s Recommended Corrections to Tax Roll for Exemptions

2. **Recommended motion:** Approval

3. **Prepared by:** Tobi Whitten

Department: Assessor’s Office

Telephone: 847-0961

4. **Staff summary:** Exemption applications and renewals are typically due to our office on or before June 15th of each fiscal year, but circumstances beyond a taxpayer’s control may cause a delay and, as a result, an exemption not being applied to the tax bill. In cases where the Assessor’s Office feels that the taxpayer could not have reasonably filed their exemption or application or renewal by the deadline, the tax bill may be amended by the Clerk-Treasurer at the direction of the Board and a new tax bill or a refund be mailed to the affected taxpayer.

5. **Supporting materials:** Please see attached letters with adjusted assessed values.

6. **Fiscal impact:** Unknown

Funds Available: _____ Fund: _____ Comptroller

7. **Legal review required:**

_____ District Attorney

8. **Reviewed by:**

☒ Department Head _____ Department Name: Assessor’s Office

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

Jana Seddon

STOREY COUNTY ASSESSOR

STOREY COUNTY COURTHOUSE
26 South B Street
P.O. Box 494
Virginia City, NV 89440

(775) 847-0961 Phone
(775) 847-0904 Fax
Assessor@storeycounty.org

July 8, 2014

Memo to: Storey County Commissioners

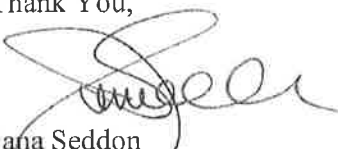
Re: 003-293-19, Stephen W. Harrison

The above property owner has returned a renewal card for a Veteran's Exemption to be applied to their property located at 912 Sutro Springs Rd, Mark Twain Estates. Mr. Harrison's renewal card was signed and dated before the June 15th, 2014 due date, but it arrived via postal mail at the Assessor's Office after the close of the 2014/15 re-opened roll. Therefore, we were unable to apply the exemption prior to the printing of their tax bill. The new **assessed** values should be:

Land	\$ 6,623
Imp	\$ 13,666
Vet Exempt	<u>\$(2,500)</u>
Net Assessed	\$17,789

Please approve this correction, and advise the Treasurer to make the changes and send a new tax bill or refund as necessary.

Thank You,



Jana Seddon
Storey County Assessor

Jana Seddon

STOREY COUNTY ASSESSOR

STOREY COUNTY COURTHOUSE
26 South B Street
P.O. Box 494
Virginia City, NV 89440

(775) 847-0961 Phone
(775) 847-0904 Fax
Assessor@storeycounty.org

July 9, 2014

Memo to: Storey County Commissioners

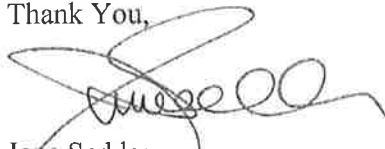
Re: 001-197-12, Bob A. Mazurek

The above property owner has applied for a Disabled Veteran's Exemption to be applied to their property located at 165 North L Street, Virginia City. Mr. Mazurek became aware of his eligibility for this exemption after the close of the 2014/15 re-opened roll. Therefore, we were unable to apply the exemption prior to the printing of the tax bill. The corrected **assessed** values should be:

Land	\$ 7,740
Imp	\$ 72,117
Vet Exempt	<u>\$(18,750)</u>
Net Assessed	\$ 61,107

Please approve this correction, and advise the Treasurer to make the changes and send a new tax bill or refund as necessary.

Thank You,



Jana Seddon
Storey County Assessor

Jana Seddon

STOREY COUNTY ASSESSOR

STOREY COUNTY COURTHOUSE
26 South B Street
P.O. Box 494
Virginia City, NV 89440

(775) 847-0961 Phone
(775) 847-0904 Fax
Assessor@storeycounty.org

July 16, 2014

Memo to: Storey County Commissioners

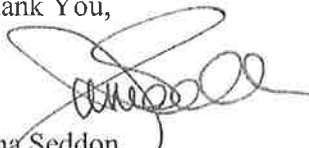
Re: 003-014-45, Harold B Crapo III

The above property owner has a Veteran's Exemption applied to their property located at 21535 Dortort Dr, Virginia City Highlands. Mr. Crapo has been assessed by the Veteran's Administration as having a 90% service-connected disability. He received his disability documentation on July 15th, 2014 and delivered it to the Assessor's Office on the same day, which was after the close of the 2014/15 re-opened roll. Therefore, we were unable to apply the adjusted exemption prior to the printing of their tax bill. The corrected **assessed** values should be:

Land	\$ 5,250
Imp	\$ 60,082
Vet Exempt	<u>\$(18,750)</u>
Net Assessed	\$46,582

Please approve this correction, and advise the Treasurer to make the changes and send a new tax bill or refund as necessary.

Thank You,



Jana Seddon
Storey County Assessor

Jana Seddon
STOREY COUNTY ASSESSOR

STOREY COUNTY COURTHOUSE
26 South B Street
P.O. Box 494
Virginia City, NV 89440

(775) 847-0961 Phone
(775) 847-0904 Fax
Assessor@storeycounty.org

July 22, 2014

Memo to: Storey County Commissioners

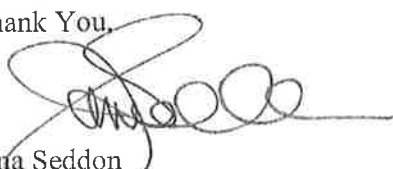
Re: 001-251-08, Everett A Westerman

The above property owner should have a Veteran's Exemption applied to their property located at 315 E Washington Street, Virginia City. Mr. Westerman has been assessed by the Veteran's Administration as having a 60% service-connected disability. There was an input error when the percentage of disability was updated, and we were unable to apply the adjusted exemption prior to the printing of their tax bill. The corrected **assessed** values should be:

Land	\$ 10,903
Imp	\$ 45,032
Vet Exempt	<u>\$(12,500)</u>
Net Assessed	\$43,435

Please approve this correction, and advise the Treasurer to make the changes and send a new tax bill or refund as necessary.

Thank You,



Jana Seddon
Storey County Assessor

Jana Seddon

STOREY COUNTY ASSESSOR

STOREY COUNTY COURTHOUSE
26 South B Street
P.O. Box 494
Virginia City, NV 89440

(775) 847-0961 Phone
(775) 847-0904 Fax
Assessor@storeycounty.org

July 22, 2014

Memo to: Storey County Commissioners

Re: 003-524-21, Eva Jorge

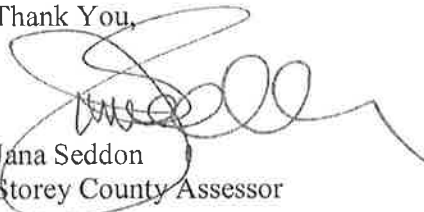
The above property owner has applied for a Surviving Spouse Exemption to be applied to their property located at 169 Cercle de la Cerese, Rainbow Bend. Ms. Jorge was not aware of her eligibility for this exemption until after the close of the 2014/15 re-opened roll. Therefore, we were unable to apply the exemption prior to the printing of their tax bill.

The corrected **assessed** values should be:

Land	\$ 7,088
Imp	\$ 19,218
Vet Exempt	<u>\$(1,250)</u>
Net Assessed	\$ 25,056

Please approve this correction, and advise the Treasurer to make the changes and send a new tax bill or refund as necessary.

Thank You,



Jana Seddon
Storey County Assessor



Storey County Board of County Commissioners Agenda Action Report

Meeting date: August 5, 2014

Estimate of time required: 0-5 mins

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** For Possible Action – Approval – Assessor’s Recommended Corrections to Tax Roll for
Obsolescence Correction

2. **Recommended motion:** Approval

3. **Prepared by:** Tobi Whitten

Department: Assessor’s Office

Telephone: 847-0961

4. **Staff summary:** Parcels 004-121-37 and 004-141-03 did not receive the proper economic
obsolescence adjustment on their 2014/15 property tax bills.

5. **Supporting materials:** Please see attached letter with adjusted assessed values.

6. **Fiscal impact:** Unknown

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

 District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Assessor’s Office

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

Jana Seddon
STOREY COUNTY ASSESSOR

STOREY COUNTY COURTHOUSE
26 South B Street
P.O. Box 494
Virginia City, NV 89440

(775) 847-0961 Phone
(775) 847-0904 Fax
Assessor@storeycounty.org

July 8, 2014

Memo to: Storey County Commissioners


Re: 004-121-37 and 004-141-03, Lockwood Community Corporation

The above referenced parcels were billed without their proper economic obsolescence in error for the 2014/15 tax year. The new assessed values should be:

APN:	004-121-37	004-141-03
<i>Improvements Assessed Value:</i>	36,986	19,214
<i>Economic Obsolescence @ 45%:</i>	-16,644	-8,646
Adjusted Improvements Assessed Value:	20,342	10,568
Land Assessed Value:	56,543	66,743
Adjusted Net Assessed Value:	76,885	77,311

Please approve these corrections, and advise the Treasurer to make the changes and issue a new tax bill or a refund as necessary.

Thank You,



Jana Seddon
Storey County Assessor



Storey County Board of County Commissioners Agenda Action Report

Meeting date: August 5, 2014

Estimate of time required: 0-5 mins

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** For Possible Action – Approval – Assessor’s Recommended Corrections to Tax Roll for Partial Property Tax Abatements pursuant to NRS 361.4722 through 361.4724

2. **Recommended motion:** Approval

3. **Prepared by:** Tobi Whitten

Department: Assessor’s Office

Telephone: 847-0961

4. **Staff summary:** Nevada Revised Statutes 361.4722 through 361.4724 provide a partial property tax abatement (implemented as a “cap”) for certain existing owner-occupied and qualifying residential rental properties. Status verification cards and affidavits are typically due back to our office on or before June 15th of the preceding fiscal year, but circumstances beyond a taxpayer’s control may cause a delay and, as a result, the proper “cap” does not get applied to the tax bill. If the Assessor’s Office determines that the proper “cap” has not been applied, the tax bill may be amended by the Clerk-Treasurer at the direction of the Board and a new tax bill or a refund be mailed to the affected taxpayer.

5. **Supporting materials:** Please see attached letter, which lists affected properties.

6. **Fiscal impact:** Unknown

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

 District Attorney

8. **Reviewed by:**

 ☒ Department Head

Department Name: Assessor’s Office

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

Jana Seddon
STOREY COUNTY ASSESSOR

STOREY COUNTY COURTHOUSE
26 South B Street
P.O. Box 494
Virginia City, NV 89440

(775) 847-0961 Phone
(775) 847-0904 Fax
Assessor@storeycounty.org

July 25, 2014

Memo to: STOREY COUNTY COMMISSIONERS

Re: Corrections for Partial Property Tax Abatements

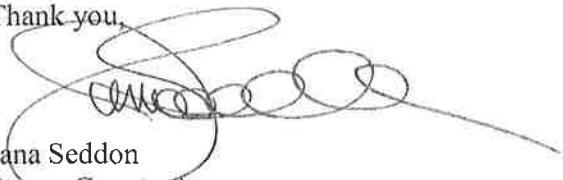
The following have been approved by the Storey County Assessor's Office to receive the 3% Property Tax Abatement ("Cap") for the 2014-15 fiscal year:

	<u>APN</u>	<u>OWNER(S)</u>	<u>PROPERTY LOCATION</u>
1	003-014-09	Marsh, Carl Patrick & Marie Josette	2375 Cartwright Rd Virginia City Highlands
2	003-062-17	Morlan, David D	2270 Enterprise Rd Virginia City Highlands
3	003-152-23	Rosenau, Charles L & Karen L	21961 Clemens Rd Virginia City Highlands
4	003-282-16	Price, Teresa C/McWilliams, Robert	201 Huckleberry Mark Twain Estates
5	003-411-10	Walmer, Nita L/Draper, Richard Sr.	4710 Lost Burro Rd Highland Ranches

Please advise the Treasurer to:

- 1) Adjust the tax bills listed above by applying the corrected cap percentage, and
- 2) Issue a new tax bill or refund, as necessary.

Thank you,


Jana Seddon
Storey County Assessor



Storey County Board of County Commissioners Agenda Action Report

Meeting date: August 5, 2014

Estimate of time required: 5 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Confirm the action of County Manager and the Comptroller authorizing purchase of the former Bank of America building for \$75,000.
2. **Recommended motion:** Move to confirm the purchase of the former Bank of America building in the amount of \$75,000.

3. **Prepared by:** Pat Whitten & Hugh Gallagher

Department: Commissioners' Office and
Comptroller's Office

Telephone: 847-0968
847-1006

4. **Staff summary:** See Page 2


5. Supporting materials:

1. Assessor Report reflecting Net Taxable Value of \$171,896.00
2. Purchase and Sale Agreement dated June 20, 2014
3. Appraisal of Subject Property dated July 17, 2014 in the amount of \$75,000.00

6. **Fiscal impact:** \$75,000.00 plus closing costs

Funds Available: Yes

Fund: Cap Projects

 Comptroller

7. **Legal review required:** Yes

____ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Commissioner's Office

 County Manager

Other agency review: _____

9. Board action:

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

4. Staff summary (continued): This past April, the owners of the former Bank of America building elected to dispose of their facility in Virginia City via online auction. The short time period provided under the auction terms did not allow us to obtain an appraisal prior to their bid deadline. Our Assessor has determined the “net taxable value” for the previous and current year to be \$171,986.00. Confident that an appraisal would fully support a bid, should we succeed at that process, and after discussion with our District Attorney, the County Manager and the Comptroller submitted a bid that ultimately turned out to be \$75,000.00. As the attached appraisal reflects, the stated value turned out to be \$106,000.00. During my previous career in banking, which included oversight of constructing multiple branch facilities, I can confidently state that this would appear to be an ultra-conservative valuation as the cost of the vault and door alone can typically approach \$100,000.00.

We were ultimately the successful high bidder at \$75,000.00 and are asking for your confirmation of our actions. A logical question arises as to what use the County may assign to the property once it closes escrow. Staff has developed a short list of potential uses which by no means should be considered final at this stage of the process. Those are:

- Relocation of our Communications/Dispatch Department to this stand-alone facility. Our Communication’s Director has developed an analysis of relocating to either this building or our facility at TRI Center which is under review.
- Relocation of our Community Development Department which would free up the entire Toll Road building for future . This would also shorten the travel time between that office and the many offices in the Courthouse they interact with.
- Utilization of the vault area for off-site storage of sensitive or valuable items by our Recorder, Clerk/Treasurer and/or IT Departments. This use might be done in tandem with relocation of another Department that doesn’t need secure storage.
- Hold vacant for possible offer of a subsidized lease to a bank or credit union contemplating establishing a presence in Virginia City. It should be noted there are no active discussions with any such financial institutions at this time. Further, this may be a long-shot as location challenges are most likely a contributing factor in Bank of America’s decision to leave town.

There may also be questions as to the impact of “taking the property off the tax rolls”. Records reflect the current owner paid \$2,102.55 in ad valorem taxes for FY 2013-2014. This amount represents approximately 0.03% of our total ad valorem and is not considered material to our financial position.

Parcel Number 001-087-06

Owner BANK BUILDING INC

ASU100G

Location 10 S E ST

Town VIRGINIA CITY

Tax Year Data

(F5=Show Assessed Values F6=View 2 F8=Hist)

Taxable Values	2015-16	2014-15	2013-14	2012-13
Land	18,757	18,757	21,074	21,074
Improvements	153,229	153,229	152,511	150,331
Pers Prop (F21)	0	0	0	0
Ag Lands (F22)	0	0	0	0
Exemptions (F23)	0	0	0	0
Net Taxable Value	171,986	171,986	173,586	171,406
Increased (New) Values				
Land	0	0	0	0
Improvements	0	0	0	1,214
Personal Property	0	0	0	0
District	1.0	1.0	1.0	1.0
Tax Rate & Cap %		3.4607 8.0	3.4607 8.0	3.4607 8.0
Exempt Code	01	01	01	01
Exemption NRS # (F4)				
Summary Parcel #				
Tax Service Code				
Land Use Code	400	400	400	400

F3=Save & Exit **F10=Other Func** **F11=Earlier Yrs** **F12=Cancel** **F13=Ownership/Desc**
F14=Imprv/Appraisal Data **F15=Legal Descrip** **F16=Notes** **F17=Factoring Hist**
F21=Personal Property **F22=Ag Land** **F23=Exemptions** **F24=Livestock Counts**

EXHIBIT 1

Bank of America



Selwa J. Naami

AVP/Paralegal

Telephone: 312.521.4261

Fax: 704.409.1317

Email: selwa.naami@bankofamerica.com

June 20, 2014

670-670-54010

VIA UPS

Tracking # 1Z88R5E91390130493

Phone: (775) 847-0968

Storey County, Nevada
Post office Box 176
Virginia City, Nevada 89440
Attn: Pat Whitten

Re: PURCHASE AND SALE AGREEMENT - Virginia City (NV2-112)
(160 East Union, Storey County, Nevada)

Dear Pat:

Enclosed please find one (1) original fully executed Real Estate Sales Contract (Purchase and Sale Agreement) for the above-described property for your records.

Please note that pursuant to the provisions of Section 3.1 of the Agreement, you have 48 hours within which to deliver the Deposit in the amount of \$7,500.00 to Northern Nevada Title Company at the address below. Your Deposit should be in the form of a cashier's check.

Northern Nevada Title Company
307 W. Winnie Lane, Suite 5
Carson City, Nevada 89703
Attn: Tammy L. May, Title Officer
Phone: (775) 883-7513

Please send to me additional names of parties (if any) to whom you would like the title, survey and phase I environmental report certified. Also please provide me with your ^{e mail} email address.

Thank you for your courtesy and cooperation in this transaction. If you have any questions or need any additional information, please contact me or Drew Sadowski @ 980-386-8852.

Very truly yours,

Selwa Naami
Senior Paralegal

cc: Mercedes B. Flores - Legal
Drew Sadowski - Bank of America/Corporate Workplace
Northern Nevada Title Company - Title Insurance Company
Doug Singleton - JLL
Enclosures

EXHIBIT 2

Virginia City / NV2-112
160 East Union, Virginia City
Storey County, NV

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made between BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association ("Seller"), and STOREY COUNTY, NEVADA, a GOVERNMENT ("Purchaser").

In consideration of the mutual covenants herein contained, Seller and Purchaser agree as follows:

1. PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the following described property (herein called the "Property"):

(a) Land. Those certain surface rights to that certain tract of land (the "Land") more particularly described on Exhibit A, attached hereto and incorporated herein by reference together with all improvements, if any, located thereon;

(b) Easements. All easements, if any, benefiting the Land;

(c) Rights and Appurtenances. All rights and appurtenances pertaining to the foregoing, if any, including any right, title and interest of Seller, if any, in and to adjacent streets, alleys or rights-of-way;

(d) Improvements. All improvements (the "Improvements") in and on the Land; and

(e) Tangible Personal Property. Subject to the provisions of Section 9.2 and Section 9.3 hereinafter, all of Seller's right, title and interest in all appliances, fixtures, equipment, machinery, furniture, carpet, drapes and other personal property, if any, located on or about the Land and the Improvements not removed by Seller by the Closing Date.

2. PURCHASE PRICE

2.1 Purchase Price. The purchase price (the "Purchase Price") for the Property shall be SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$ 75,000.00) and shall be paid by Purchaser to Seller at the Closing (as defined in Section 6.1). The Purchase Price shall be payable at Closing in United States currency as provided in Section 6.6(a) below.

3. EARNEST MONEY

3.1 Earnest Money. Within forty-eight (48) hours after notice to Purchaser that this Agreement has been accepted by Seller and Seller has executed this Agreement, Purchaser shall deliver to

Bank of America - 2013

PURCHASE AND SALE AGREEMENT - IMPROVED

Carraway:Consolidation: 2013 - Virginia City - NV2-112 - Contract

Purchaser's Initials aw

NORTHERN NEVADA TITLE COMPANY (the "Escrow Agent"), as escrow agent, by cashier's check at the address in Section 10.1 hereof a deposit in an amount equal to ten percent (10%) of the Purchase Price in cash (such amount, together with all interest, if any, earned thereon being referred to as the "Earnest Money"), together with an executed W-9 form and a separate signed Earnest Money Escrow Agreement in the form attached to this Agreement as Exhibit "B." Seller shall have the option of declaring a default and terminating this Agreement if the Earnest Money, the W-9 and the Earnest Money Escrow Agreement are not delivered to the Escrow Agent within such time. The Earnest Money shall be non-refundable for any reason, except Seller's default. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Earnest Money shall be paid to Seller and applied to the payment of the Purchase Price.

4. CONDITIONS TO CLOSING

4.1 Title Commitment, Survey and Phase I.

(a) At or prior to the execution of this Agreement, Seller shall deliver to Purchaser for Purchaser's review of the Property, (i) a commitment for title insurance, an ownership and encumbrance report, a title report or equivalent title search document (the "Title Commitment") for an Owner's Policy of Title Insurance issued by Northern Nevada Title Company (the "Title Company"); (ii) a survey of the Property (the "Survey"); and (iii) a Phase I environmental site assessment and limited asbestos survey of the Property ("Phase I").

(b) Seller shall deliver to Purchaser within thirty (30) days after full execution of this Agreement for the Property, (i) an endorsement or its equivalent to the Title Commitment (the "Endorsement"), naming Purchaser as the insured and updating the effective date of the Title Commitment; (ii) the Survey certified to Purchaser and updating the effective date of the Survey, if required by the Title Company; and (iii) a certificate certifying the Phase I to Purchaser ("Certificate"). Purchaser shall be required to accept title insurance from Seller's Title Company and title agent, and by execution of this Agreement, Purchaser agrees that said title agent shall close the transaction contemplated by this Agreement.

(c) The conveyance of the Property shall be subject to certain Permitted Exceptions. The term "Permitted Exceptions", as used herein, shall mean (i) the title exceptions listed in Schedule B of the Title Commitment, (ii) any general exceptions and exclusions contained in the standard owner's policy of the Title Company that are not deleted pursuant to the Owner's Affidavit, and (iii) the exceptions listed on Exhibit C hereto.

4.2 Inspection. Upon forty-eight (48) hours prior request, Purchaser may inspect the Property at any reasonable time on or before thirty (30) days after the date of this Agreement for the purpose of conducting such investigations and inspections as Purchaser shall deem appropriate, including but not limited to obtaining geotechnical reports and obtaining building reports, but excluding any Phase II environmental site assessment without Seller's express written consent, which may be withheld in Seller's sole discretion (the "Inspection Period"). Purchaser acknowledges that the Property is comprised of operating banking centers and agrees that Purchaser must be accompanied by a representative of Seller when inspecting the Property and that certain inspections must occur after business hours. Purchaser may terminate this Agreement by notifying Seller in writing prior to the expiration of the Inspection Period, for any reason in Purchaser's sole discretion, provided the Earnest Money shall not be refundable to Purchaser, and the Earnest Money shall be paid to Seller. In the event Purchaser does ~~not~~ give such

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notification to Seller in writing prior to the expiration of the Inspection Period, Purchaser shall be deemed conclusively to have waived its termination rights under this Section 4.2. Purchaser shall bear the cost of all such investigations of the Property. Purchaser shall be liable for all costs and expenses, and for damages or injury to any person or property resulting from any inspection, and Purchaser shall indemnify and hold harmless Seller from any liability, claims or expenses (including, without limitation, construction liens and/or reasonable attorneys' fees) resulting therefrom. The obligations of Purchaser set forth in this Section 4.2 shall survive Closing or the termination of this Agreement, as applicable.

4.3 Confidentiality. All information provided by Seller to Purchaser or obtained by Purchaser relating to the Property in the course of its review, including, without limitation, any environmental assessment or audit, shall be treated as confidential information by Purchaser and Purchaser shall instruct all of its employees, agents, representatives and contractors as to the confidentiality of all such information. Purchaser will not, except with the express prior written consent of Seller, directly or indirectly, (a) disclose or permit the disclosure of any information to any person or entity, except persons who are bound to observe the terms hereof, or (b) use or permit the use of all information pertaining to the Property (1) in any way detrimental to the Seller or (2) for any purpose other than evaluating the contemplated purchase of the Property. Purchaser agrees, that if the closing does not occur, Purchaser will promptly return to the Seller or its authorized agent all written or tangible information pertaining to the Property, including all copies or extracts thereof, and all notes based upon the information. Neither the Seller, nor any of its officers, directors, employees, agents or representatives, shall be deemed to make or have made any representation or warranty as to the accuracy or completeness of any information pertaining to the Property or whether or not the information provided constitutes all of the information available to the Seller; and neither the Seller nor any of its officers, directors, employees, representatives or agents shall have any liability resulting from Purchaser's use of any information pertaining to the Property. Notwithstanding anything to the contrary set forth in this Agreement, the obligations of Purchaser set forth in this Section 4.3 shall survive the Closing or the termination of this Agreement, as applicable.

4.4 Termination. If this Agreement is terminated pursuant to Section 4.2 above, neither party shall have any further obligations under this Agreement except with respect to the obligations specified in Section 4.2, Section 4.3, this Section 4.4 and Section 10.2, and the Earnest Money shall be paid to Seller. Purchaser shall, within ten (10) days of such termination, deliver to Seller copies of the Title Commitments, Surveys, and any updates, all feasibility studies, engineering reports, environmental reports and all other information obtained by Purchaser with respect to the Property.

5. NO REPRESENTATIONS OR WARRANTIES BY SELLER;
ACCEPTANCE OF PROPERTY; COVENANTS BY SELLER

5.1 Disclaimer. PURCHASER ACKNOWLEDGES AND AGREES THAT NEITHER SELLER NOR ITS AGENTS HAVE MADE AND DO NOT MAKE, AND SELLER AND ITS AGENTS SPECIFICALLY NEGATE AND DISCLAIM, ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT IN THE DEED, AS DEFINED BELOW), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH

PURCHASER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER AND ITS AGENTS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE, ZONING OR DEVELOPMENT OF REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS (AS DEFINED BELOW), MOLD OR MILDEW. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER OR ITS AGENTS AND AT THE CLOSING AGREES TO ACCEPT THE PROPERTY AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER AND/OR SELLER'S AGENTS (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY, MOLD OR MILDEW. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT NEITHER SELLER NOR ITS AGENTS HAVE MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER AND ITS AGENTS ARE NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SECTION 5.1 SHALL SURVIVE THE CLOSING. .

5.2 Hazardous Materials. "Hazardous Materials" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous

Materials shall include, without limitation, any substance, the presence of which on the Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass.

5.3 Environmental Requirements. Environmental Requirements shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

5.4 Environmental Risks. Purchaser acknowledges that there are, or may be, certain environmental issues and/or risks with respect to the Property.

5.5 Indemnity. Purchaser hereby expressly acknowledges that from and after the Closing, Purchaser shall be responsible and liable for the proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Property or in the Improvements in accordance with all Environmental Requirements, including the regulations at 40 C.F.R. Section 61 as authorized under the Clean Air Act and all regulations promulgated or to be promulgated under all other applicable local, state or federal laws, rules or regulations, as same may be amended from time to time. Furthermore, from and after Closing, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, costs, damages or other liability, including attorney's fees, incurred by Seller as a result of any Hazardous Materials being located now or previously on the Property or in the Improvements or as a result of Purchaser's failure to comply with the requirements of this Section in connection with Purchaser's proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Property or in the Improvements. This Indemnification shall survive the Closing of this Agreement.

5.6 Release. Purchaser, on behalf of itself and its heirs, successors and assigns hereby waives, releases, acquits and forever discharges Seller, its officers, directors, shareholders, employees, agents, attorneys, representatives, and any other persons acting on behalf of Seller and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Purchaser or any of its heirs, successors or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present, or future physical characteristic or condition of the Property or the Improvements, including, without limitation, any Hazardous Materials in, at, on, under or related to the Property or the Improvements, or any violation or potential violation of any Environmental Requirement applicable thereto. Notwithstanding anything to the contrary set forth herein, this release shall survive the Closing or termination of this Agreement.

6. CLOSING

6.1 Closing. The closing (the "Closing") shall be held on a date determined by Seller, which shall be the later of (i) thirty (30) days after the banking center located on the Property has closed for

business or (ii) thirty (30) days after the expiration of the Inspection Period (the "Closing Date"), provided Seller shall have the right to extend the Closing Date for up to an additional thirty (30) days. The Closing shall be held in escrow by delivering all documents and the Purchase Price to the Escrow Agent, or its designee, on or before the Closing Date, unless the parties mutually agree upon another time or date.

6.2 Possession. Possession of the Property shall be delivered to Purchaser at the Closing, subject to the Permitted Exceptions.

6.3 Proration: Taxes. At Closing, pro-rations of income and expense and the apportionment of taxes shall be as follows:

(a) All prorations of income, expense and taxes shall be made as of midnight of the day prior to the Closing. Taxes shall be prorated based upon the maximum allowable discount and other applicable exemptions. If the Closing shall occur before the tax rate or the assessed valuation of the Property is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation based upon the maximum allowable discount and other applicable exemptions. Subsequent to the Closing, when the tax rate and the assessed valuation of the Property is fixed for the year in which the Closing occurs, the parties agree that there shall be no post-closing adjustment of the tax proration. If the Property is not assessed as a separate parcel for tax or assessment purposes, then such taxes and assessments attributable to the Property shall be determined by Seller in its reasonable discretion. If, as of the Closing, the Property is not being treated as a separate tax parcel, then Purchaser shall, at its sole cost and expense, use diligent best efforts to ensure that the Property is assessed separately for tax and assessment purposes within no more than one year from the Closing Date.

(b) The agreements of Seller and Purchaser set forth in this Section 6.3 shall survive the Closing.

6.4 Closing Costs. Except as otherwise expressly provided herein, Seller shall pay, on the Closing Date, all of the cost of the preparation of the deed, any documentary stamps or transfer taxes on the deed and surtax, if any, and certified and pending special assessment liens for which the work has been substantially completed, and Purchaser shall pay, on the Closing Date, the cost of the Title Commitment, including, without limitation, the cost of any title searches or abstracts of the Property, and the premium for the Owner's Policy, all recording costs, intangible tax on any mortgage, documentary stamps or tax on any note, pending special assessment liens for which the work has not been substantially completed, the cost of any inspections conducted by Purchaser, and any other customary charges and costs of closing. In addition, Purchaser shall reimburse Seller for the cost of the Title Commitment and any search fees, the Survey, and the Phase I and any recertifications, endorsements and updates thereof. Except as otherwise provided herein, each party shall pay its own attorneys' fees. Purchaser shall pay the cost of any escrow fees, closing fees, and any fees to prepare the Closing Statement charged by the Escrow Agent. The premiums for the title insurance policies shall be at the rates promulgated by the state or recording district, as applicable, where the Property is located. The cost of the Survey and Phase I shall be in accordance with the rates negotiated by Seller with the vendors.

6.5 Seller's Obligations at the Closing. At the Closing, Seller shall deliver to Escrow Agent, or its designee, each of the following documents but in no event earlier than the delivery to Seller of all of the proceeds of sale of the Property by wire transfer or immediately available U.S. funds:

(a) Deeds. Special, Limited or Quitclaim Deed in the form approved for or otherwise customarily used for conveyances in the recording district in which the Property is situated (the "Deed") properly executed by Seller for recording conveying the Property and the Improvements located thereon to Purchaser subject to no exceptions other than the Permitted Exceptions.

(b) Evidence of Authority. Copy of such documents and resolutions as may be acceptable to the Title Company, so as to evidence the authority of the person signing the Deed and other documents to be executed by Seller at the Closing.

(c) Foreign Person. An affidavit of Seller certifying that Seller is not a "foreign person", as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended.

(d) Owner's Affidavits. An executed affidavit or other document for the Property acceptable to the Title Company in issuing the Owner's Policy without exception for possible lien claims of mechanics, laborers and materialmen or for parties in possession, and insuring the "gap."

(e) Bill of Sale and Assignment. Bill of Sale and Assignment for the Property (the "Bill of Sale") executed by Seller and Purchaser assigning to Purchaser the Tangible Personal Property, in the form attached to this Agreement as Exhibit D.

(f) Closing Statement. A closing statement setting forth the allocation of closing costs, purchase proceeds, etc.

(g) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the Title Company to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement, provided Seller shall not be required to cure any title objections.

6.6 Purchaser's Obligations at the Closing. At the Closing, Purchaser shall deliver to Seller the following:

(a) Purchase Price. The Purchase Price by wire transfer of immediately available U.S. funds;

(b) Evidence of Authority. Such consents and authorizations as Seller may reasonably deem necessary to evidence authorization of Purchaser for the purchase of the Property, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by the Purchaser in connection with Closing; and

(c) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the Title Company to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement, including without limitation the Closing Statement and the Bill of Sale and Assignment.

7. RISK OF LOSS

7.1 Condemnation. If, after the date of this Agreement and prior to the Closing, action is initiated to take the Property by eminent domain proceedings or by deed in lieu thereof, Purchaser may either (a) terminate this Agreement, or (b) consummate the Closing, in which latter event the award of the condemning authority shall be assigned to Purchaser at the Closing. If, prior to the date of this Agreement, an action has been initiated to take any of the Property by eminent domain proceedings or by deed in lieu thereof, any award made by the condemning authority shall be paid to Seller and the portion of the Property taken shall be deleted from the Property without a reduction in the Purchase Price.

7.2 Casualty. Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property and its Improvements suffer any damage in excess of \$100,000.00 prior to the Closing from fire or other casualty, which Seller, at its sole option, does not repair, Purchaser may either (a) terminate this Agreement, or (b) consummate the Closing, in which latter event the proceeds of any insurance not exceeding the Purchase Price and covering such damage shall be assigned to Purchaser at the Closing. If the Property and its Improvements suffer any damage less than or equal to \$100,000.00 prior to the Closing, Purchaser agrees that it will consummate the Closing and accept the assignment of the proceeds of any insurance covering such damage at the Closing.

8. DEFAULT

8.1 Default by Purchaser. The parties acknowledge that in the event of a default by Purchaser, Seller's actual damages would be extremely difficult or impracticable to determine, therefore, the parties agree that the amount of the Earnest Money has been agreed upon, after negotiation while represented by counsel, as the parties' reasonable estimate of Seller's damage, and in the event that Purchaser fails to perform all of Purchaser's obligations under this Agreement, the Earnest Money made hereunder by Purchaser, together with all interest earned thereon, shall be retained by Seller as liquidated damages and such shall be Seller's sole and exclusive remedy at law or in equity for any default by Purchaser under this Agreement; provided that such liquidated damages shall not be a limitation upon any obligation of the Purchaser to indemnify and hold harmless the Seller contained in this Agreement.

8.2 Default by Seller. The parties acknowledge that in the event of a default by Seller, Purchaser's actual damages would be extremely difficult or impracticable to determine; therefore, the parties agree that the amount of the Earnest Money, together with (a) all interest earned thereon and (b) the sum of \$5,000.00 has been agreed upon, after negotiation while represented by counsel, as the parties' reasonable estimate of Purchaser's damages, and should Seller default, the Earnest Money made hereunder by Purchaser, together with the sums listed in (a) and (b) above, shall be returned to Purchaser and such shall be Purchaser's sole and exclusive remedy at law or in equity for any default by Seller under this Agreement.

8.3 Return/Delivery of Earnest Money. In the event the Earnest Money is returned to the Purchaser, as provided in Section 8.2 above, or delivered to the Seller, as provided in Section 8.1 above, upon the return or delivery of the same, the parties hereto shall have no further rights, obligations or liabilities with respect to each other hereunder, except for the obligations specified in Section 4.2, Section 4.3, Section 4.4 and Section 10.2 hereof.

Nothing set forth herein shall release Purchaser from its obligations and indemnifications set forth in Section 4.2, Section 4.3, Section 4.4 and Section 10.2 of this Agreement.

9. FUTURE OPERATIONS

9.1 Future Operations. From the date of this Agreement until the Closing or earlier termination of this Agreement, Seller will (a) keep and maintain the Property in substantially the same condition as of the date of this Agreement, reasonable wear and tear excepted, and (b) promptly advise Purchaser of any litigation, arbitration or administrative hearing condemnation or damage or destruction concerning the Property arising or threatened of which Seller has written notice.

9.2 Trade Fixtures and Equipment. Purchaser acknowledges that Seller is currently operating a banking facility on the Property. Seller shall be entitled, at Seller's option, to remove from the Property all trade fixtures, equipment, furniture, furnishings, artwork, appliances, supplies, records, documents, cash, coin, and other items of moveable personal property relating to the operation of Seller's business that may be situated upon the Property (including, without limitation, all safes, vaults, vault doors, signage, pylons, alarms and security equipment, auxiliary generators, cubicles and removable partitions, computers and computer-related equipment, telecommunication equipment, halon systems, draperies, and decorations), and such items removed by Seller shall be excluded from the Improvements and Tangible Personal Property to be conveyed hereunder and shall remain the property of Seller. Seller shall have no obligation to repair any damage to the Property caused by the removal of such items, and Purchaser shall accept the Property in its then-existing condition at Closing.

9.3 Customer Information. Notwithstanding anything contained in this Agreement to the contrary, no computer servers, desktop stations, laptops, files, documents, records or other personal property which could reasonably be expected to contain customer information, proprietary information or other confidential information (collectively, the "Protected Items") shall become the property of or shall be disposed of by Purchaser. In the event any Protected Items remain on the Property after Closing, Purchaser shall notify Seller immediately and shall promptly provide access during normal business hours for Seller to retrieve said items; it being acknowledged by both Purchaser and Seller that such items may contain sensitive, confidential and/or proprietary information which is subject to federal and/or state regulations as to ownership, possession, storage, disposal, removal or other handling. Further, Purchaser shall not make any copies of the information contained in the Protected Items, nor display or disseminate the Protected Items or the information contained therein to any third parties. Purchaser agrees that it will not contact any media outlet or other third party to publicize any Protected Items left on the Property. Upon request, Purchaser shall execute a certificate in a form prepared and provided by the Seller, attesting under penalty of perjury to the foregoing. This provision shall survive the closing of this Agreement.

10. MISCELLANEOUS

10.1 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other under this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when either: (i) personally delivered to the intended recipient; (ii) three (3) business days after having been sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the party to whom the notice was given; or (iv) at noon of the business day next following after having been deposited into the custody of a nationally recognized overnight delivery service such as Federal Express Corporation or UPS, addressed to such party at the address specified below. Any notice sent as required by this section and refused by recipient shall be deemed delivered as of the date of such refusal. For purposes of this Section 10.1, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by

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the particular person whose address is to be changed):

IF TO SELLER:

If Property is in
AR, CA, FL, GA, IA, IL, KS, MI,
MO, NC, OK, SC, TX, WA

Bank of America, National Association
101 East Kennedy, 16th Floor (FL1-400-16-12)
Tampa, Florida 33602
Attention: Patricia L. Ramos
Ph: (813) 225-8176
Fax: (704) 409-0874

If Property is in
CT, DC, MA, MD, ME, NH, NJ,
NY, PA, RI, VA

Bank of America, National Association
225 Franklin Street, 2nd Floor (MA1-225-02-01)
Boston, Massachusetts 02110
Attention: Joan Arria
Ph: (617) 346-2047
Fax: (617) 310-3033

IF TO PURCHASER:

STOREY COUNTY, NEVADA
ATTN: MR. PAT WHITTEN
POST OFFICE BOX 170
Attn: VIRGINIA CITY, NEVADA 89410
Ph: (775) 847-0968
Fax: (775) 847-0949

WITH A COURTESY COPY TO:

Attn: _____
Ph: () _____
Fax: () _____

IF TO ESCROW AGENT/
TITLE COMPANY:

Northern Nevada Title Company
307 W. Winnie Lane, Suite 5
Carson City, Nevada 89703
Attention: Tammy May
Phone: 775-883-7513

10.2 Real Estate Commissions. Seller agrees to pay Jones Lang LaSalle or CBRE, Inc., as applicable ("Broker"), upon the closing of the transaction contemplated hereby, and not otherwise, a cash commission in accordance with a separate agreement between Seller and Broker. Purchaser agrees to pay any commission due Purchaser's broker, if applicable. Purchaser acknowledges that Seller has no obligations, either express or implied, to Purchaser's broker and that this Agreement shall not create any privity of contract between Seller and Purchaser's broker.

As used herein, "Acquisition Fees" shall mean all fees paid to any person or entity in connection with the selection and purchase of the Property including real estate commissions, selection fees, nonrecurring

management and startup fees, development fees or any other fee of similar nature. Seller and Purchaser each hereby agree to indemnify and hold harmless the other from and against any and all claims for Acquisition Fees or similar charges with respect to this transaction, arising by, through or under the indemnifying party, and each further agrees to indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in the representations contained in this Section 10.2. This indemnification agreement of the parties shall survive the Closing.

10.3 Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein.

10.4 Amendment. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

10.5 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

10.6 Time of Essence. Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the state where the Property is located, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

10.7 Governing Law. This Agreement shall be governed by the laws of the State in which the Property is located and the laws of the United States pertaining to transactions in such State. For any controversy hereunder, the parties shall submit the venue to a court of competent jurisdiction in the county in which the Property is located. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

10.8 Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Purchaser shall not assign Purchaser's rights under this Agreement without the prior written consent of Seller.

10.9 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

10.10 Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees, paralegal fees and cost incurred in such suit at trial, appellate, bankruptcy and/or administrative proceedings.

10.11 Multiple Counterparts and Facsimile Execution. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party to be charged. A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals. Notwithstanding the foregoing, the parties shall sign two originals of this Agreement.

10.12 Date of this Agreement. As used in this Agreement, the terms "date of this Agreement" or "date hereof" shall mean and refer to the date on which Seller executes this Agreement.

10.13 Exhibits. The following exhibits are attached to this Agreement and are incorporated into this Agreement and made a part here:

- (a) Exhibit A, the Properties;
- (b) Exhibit B, the Earnest Money Escrow Agreement;
- (c) Exhibit C, the Permitted Exceptions; and
- (d) Exhibit D, the Bill of Sale.

10.14 Authority. Each party hereto represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

10.15 Recordation; Publicity. Neither this Agreement nor any memorandum or other summary of this Agreement shall be placed of public record under any circumstances except with the prior written consent of the Seller and the Purchaser. In addition, from and after the effective date of this Agreement, whether this Agreement is closed or terminated, neither Purchaser nor Seller shall make or permit to be made any public announcements or press releases concerning the existence of this Agreement, the terms of the purchase of the Property or any other information concerning this Agreement or the transaction contemplated herein, without the prior written consent of Seller and Purchaser.

10.16 Confidentiality. The terms of this Agreement shall remain confidential, except to the extent disclosure is required by the Federal Reserve or other governmental authorities or required in order to close the transactions contemplated in this Agreement. From and after the date of this Agreement, except with the prior written consent of the other party, neither Purchaser nor Seller shall prior to Closing make or permit to be made any public announcements or press releases concerning this Agreement, the terms of the purchase of the Property or any other information concerning this Agreement or the transaction contemplated herein. After the Closing, the parties will agree on the information contained in any press release or announcement as to the Closing of the transaction contemplated by this Agreement. This provision shall survive the Closing of this Agreement.

10.17 Section 1031 Exchange. Either Seller or Purchaser shall have the right to treat this Property as part of a tax-deferred like-kind exchange under Section 1031 of the Internal Revenue Code and, to that end, shall have the right to assign or otherwise alter this Agreement in order to accomplish that objective, provided the net economic effect (including the date of Closing and the exposure of the parties to liability) shall be essentially the same as under this original Agreement.

10.18 Digital Image. The parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence for the purposes of State law, Federal Rule of Evidence 1002, and like statutes and regulations.

10.19 Economic Sanctions Compliance. Purchaser represents that neither Purchaser nor any of its subsidiaries or, to the knowledge of the Purchaser, any director, officer, employee, agent, affiliate or representative of the Purchaser is an individual or entity ("Person") currently the subject of any sanctions administered or enforced by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC"), or other relevant sanctions authority (collectively, "Sanctions"), nor is Purchaser located, organized or resident in a country or territory that is the subject of Sanctions; and Purchaser represents and covenants that it has not knowingly engaged in, is not now knowingly engaged in, and shall not engage in, any dealings or transactions with any Person, or in any country or territory, that is the subject of Sanctions.

10.20 Employee Representation. Purchaser represents and warrants that it is not an employee or a spouse, domestic partner or dependent child of an employee of Seller and that no employee or spouse, domestic partner or dependent child of Seller has a controlling interest in Purchaser.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year set forth beside their respective signatures.

SELLER:
BANK OF AMERICA, NATIONAL
ASSOCIATION, a national banking
association

DATE OF EXECUTION
BY SELLER:

6/17, 2013

By: 

Name: Kathleen M. Luongo

Title: Vice President

Date: VP 26838

DATE OF EXECUTION
BY PURCHASER:

MAY 20, 2013

PURCHASER:

STOREY COUNTY, NEVADA, a
GOVERNMENT

By: 

Name: PAT WHITTEN

Title: COUNTY MANAGER

Signed on behalf of Jones Lang LaSalle ~~AMJK~~

ACKNOWLEDGMENT AND AGREEMENT BY THE AGENT ~~AMJK~~

The undersigned ~~agent AMJK~~ joins in execution of this Agreement for the purpose of representing and warranting to Purchaser and Seller that the undersigned ~~agent AMJK~~ (i) is a duly licensed real estate broker under the real estate licensing act(s) of the State in which the Property is located and any applicable regulations, (ii) is duly authorized to earn and receive a commission in connection with the transaction evidenced by this Agreement, and (iii) acknowledges and agrees to the terms and provisions of Section 10.2 hereof, including, without limitation, the entitlement to commission only accruing upon a final closing of the transaction. The undersigned shall indemnify and hold Purchaser and Seller harmless from any loss, liability, damage, cost or expense (including attorneys' fees) resulting by reason of a breach of the representations and warranties made herein.

~~AGENT:~~

~~BROKER: JONES LANG LaSALLE /~~

~~CBRE, INC.~~

DATE OF EXECUTION BY AGENT:

6-9-14

By:

Name:

Title:

MJK ~~neism~~

MARK J. KRESMAN

SUP

EXHIBIT A

LAND

The Surface Rights in and to the following described parcel of Land:

Lot 1 and the North 15 feet of Lot 2 in Block 106, Range "D" of Virginia, Storey County, Nevada, according to the Official Map thereof, filed in the Office of the County Recorder of Storey County, Nevada, on August 17, 1865.

Excepting therefrom any portion of the herein described lands lying within the existing public right-of-way for roads and appurtenances thereto.

(Legal Descriptions for the Property to be verified by title commitment and survey.)



EXHIBIT B

EARNEST MONEY ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into as of the ____ day of _____, 2013, by and among BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association ("Seller"); _____ ("Purchaser"); and NORTHERN NEVADA TITLE COMPANY ("Escrow Agent").

STATEMENT OF PURPOSE

Seller and Purchaser have entered into a Purchase and Sale Agreement dated _____, 2013, for the sale and purchase of a certain tract of land located in Storey County, Nevada, as more particularly described in the Purchase and Sale Agreement (the "Property"). Purchaser and Seller desire to have the Escrow Agent hold the Earnest Money as required under the Purchase and Sale Agreement in escrow pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Appointment. Purchaser and Seller hereby appoint Northern Nevada Title Company as Escrow Agent hereunder.
2. Earnest Money Deposit. Purchaser has delivered and deposited with Escrow Agent the amount of \$ _____ representing the Earnest Money as required by the Purchase and Sale Agreement. The Escrow Agent agrees to immediately deposit said funds in an account at a local banking institution in _____ County, the accounts of which are insured by the FDIC, and to hold and disburse said funds, any additional deposits due under the Purchase and Sale Agreement, and any interest earned thereon (together the "Earnest Money") as hereinafter provided.
3. Instructions. Upon written notification from Purchaser and Seller that the sale contemplated is to be consummated, Escrow Agent shall deliver the Earnest Money at Closing by wire transfer to Seller to be applied to the purchase price for the benefit of Purchaser, unless otherwise instructed by the parties hereto. Upon written notification from both Purchaser and Seller that the contemplated sale shall not take place, Escrow Agent shall deliver the Earnest Money to Purchaser or to Seller, as directed, or as otherwise instructed by the parties hereto.
4. Duties of Escrow Agent/Exculpation. Purchaser and Seller agree that in performing any of its duties under this Agreement, Escrow Agent shall not be liable for any loss, costs or damage which it may incur as a result of serving as Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or negligence. Accordingly, Escrow Agent shall not incur any liability with respect to (a) any action taken or admitted to be taken in good faith upon advice of its counsel given with respect to any questions relating to its duties and responsibilities, or (b) to any action taken or admitted to be taken in reliance upon any document, including any written notice of instruction provided for in this Agreement, not only as to its due execution and validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement.

5. Indemnification. Purchaser and Seller hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and disbursements, which may be imposed upon or incurred by Escrow Agent in connection with its serving as Escrow Agent hereunder, unless such losses, claims, damages, liabilities and expenses are the result of Escrow Agent's willful default or negligence in performing its obligations hereunder.

6. Disputes. In an event of dispute between any of the parties hereto, sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction all money or property held by it under the terms of this Agreement, together with such legal pleadings as it deems appropriate and thereupon be discharged.

7. Digital Image. Purchaser and Seller agree to accept a digital image of this Escrow Agreement, as executed, as a true and correct original and admissible as best evidence for the purposes of State law, Federal Rule of Evidence 1002, and like statutes and regulations.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and sealed as of the day and year first above written.

BANK OF AMERICA, NATIONAL ASSOCIATION,
a national banking association

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____



NORTHERN NEVADA TITLE COMPANY

By: _____

Name: _____

Title: _____



EXHIBIT C

PERMITTED EXCEPTIONS
TO DEED

1. Rights of parties in possession.
2. Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records as of the date hereof; and the consequences of any law, ordinance or governmental regulation including, but not limited to, building and zoning ordinances.
3. Defects, liens, encumbrances, adverse claims or other matters 1) not known to the Grantor and not shown by the public records but known to the Grantee as of the date hereof and not disclosed in writing by the Grantee to the Grantor prior to the date hereof; 2) resulting in no loss or damage to the Grantee; or 3) attaching or created subsequent to the date hereof.
4. Visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use.
5. Any and all unrecorded leases, if any, and rights of parties therein.
6. Taxes and assessments for the year of closing and subsequent years.
7. All judgments, liens (excluding construction liens), assessments, code enforcement liens, encumbrances, declarations, mineral reservations, covenants, restrictions, reservations, easements, agreements and any other matters as shown on the public records.
8. Any state of facts which an accurate survey or inspection of the Premises would reveal, including inland/tidal wetlands designation if applicable.
9. Any liens for municipal betterments assessed after the date of this Agreement and/or orders for which assessments may be made after the date of this Agreement.
10. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

EXHIBIT D

BILL OF SALE
AND ASSIGNMENT

FOR VALUE RECEIVED, BANK OF AMERICA, NATIONAL ASSOCIATION ("Seller"), hereby sells, bargains, conveys, assigns, transfers and sets over to _____ ("Purchaser"), its successors and assigns forever, all of Seller's right, title and interest in and to the furniture, fixtures, equipment and other items of personal property (collectively, the "Personal Property") all as located on or attached to the real estate and the building and improvements erected thereon located at _____ (the "Property").

TO HAVE AND TO HOLD the above-mentioned Personal Property unto Purchaser, its successors and assigns forever.

Seller covenants, represents and warrants that it has good and legal title to the Personal Property free and clear of all claims, liens, security interests, charges and encumbrances, subject to the Permitted Exceptions shown in any public records or listed in the Deed from Assignor to Assignee of even date herewith conveying the Property, and that Seller has the right to transfer and convey such title to the Personal Property to Purchaser. All terms, covenants, representations and warranties contained herein shall be for and inure to the benefit of, and shall bind, the parties hereto and their respective successors and assigns.

Purchaser takes the Personal Property "AS IS" and "WITH ALL FAULTS" and acknowledges that Seller has not made and does not make any representations or warranties as to physical condition, operation, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose or any other matter.

Notwithstanding anything contained herein to the contrary, no computer servers, desktop stations, laptops, files, documents, records or other personal property which could reasonably be expected to contain customer information, proprietary information or other confidential information (collectively, the "Protected Items") shall become the property of or shall be disposed of by Purchaser. In the event any Protected Items remain on the Property after closing, Purchaser agrees to notify Seller immediately and to promptly provide access during normal business hours for Seller to retrieve said items; it being acknowledged by both Purchaser and Seller that such items may contain sensitive, confidential and/or proprietary information which is subject to federal regulations as to ownership, possession, storage, disposal, removal or other handling. Further, Purchaser agrees not to make any copies of the information contained on the Protected Items, nor display or disseminate the Protected Items or the information contained therein to any third parties. Purchaser agrees that it will not contact any media outlet or other third party to publicize any Protected Items left on the Property. In addition, upon request, Purchaser agrees to execute a certificate in a form prepared and provided by the Seller, attesting under penalty of perjury to the foregoing. This provision shall survive the Closing of the sale of the Property.

IN WITNESS WHEREOF and intending to be legally bound hereby, the undersigned have executed this Bill of Sale as of the __ day of _____, 2013.

BANK OF AMERICA, NATIONAL ASSOCIATION

By: _____
Name: Kathleen M. Luongo
Title: Vice President

PURCHASER:

 _____

By: _____
Name: PAT WHITTEN
Title: COUNTY MANGER

STOREY COUNTY, NEVADA

No. 79088

DATE	INVOICE	DESCRIPTION	AMOUNT
06/23/14	DEPOSIT 160 E UNION	BANK OF AMERICA BLDG VC	7,500.00
00/00/00			.00

COPY

PLEASE DETACH AT PERFORATION BEFORE DEPOSITING

THIS CHECK IS TENDERED IN
PAYMENT OF ITEMS LISTED

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK. HOLD AT AN ANGLE TO VIEW.

STOREY COUNTY, NEVADA
DRAWER D
VIRGINIA CITY, NEVADA 89440

WHEN SIGNED BY COMPTROLLER THIS DEMAND
BECOMES A WARRANT ON THE TREASURER.
WHEN SIGNED BY TREASURER IT BECOMES
A CHECK ON THE BANK NAMED.

94-72
1224

VIRGINIA CITY OFFICE
BANK OF AMERICA
P.O. BOX 770
VIRGINIA CITY, NEVADA 89440

No. 79088

THIS CHECK WILL BE VOID IF NOT CASHED WITHIN 90 DAYS

DATE
06/23/14CHECK NUMBER
79088AMOUNT
\$7,500.00

EXACTLY*****7,500DOLLARS AND 00CENTS***

PAY TO THE
ORDER OF:

NORTHERN NEVADA TITLE CO
307 W WINNIE LANE #1
CARSON CITY, NV 89703

COPY

IN FULL PAYMENT OF INVOICES LISTED ON THE VOUCHER ATTACHED.

By Hugh Gallagher MP
By Vanessa Stephens MP

⑈079088⑈ ⑆122400724⑆

400000851⑈



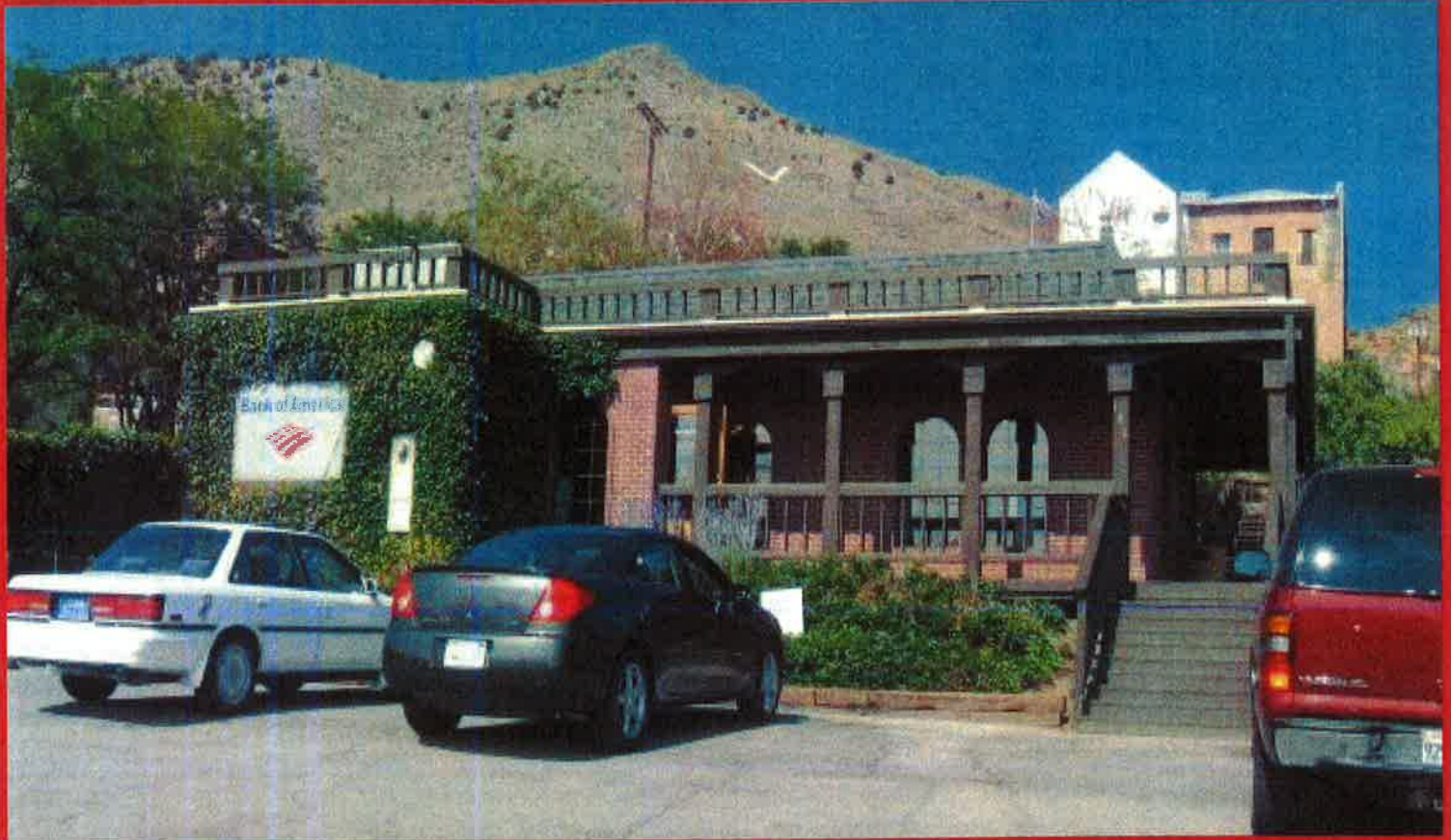
JONES LANG
LaSALLE

Real value in a changing world

Former Bank Branch For Sale

Bids Due: 4/30/14

160 E Union Street, Virginia City , NV 89440
39 18'37.55" N, 119 38'55.05" S



Land Area: +/- .0126 Acres +/- 5,500 SF
Building Area: +/- 1,256 SF
Bid Due Date: 4/30/14
Zoning: CR (Commercial/ Residential)

FOR MORE INFORMATION
REGARDING THIS
PROPERTY,
PLEASE CONTACT:

Lisa Rega
Jones Lang LaSalle
1.855.483.2982 (toll free)
Lisa.Regga@am.jll.com



JONES LANG
LaSALLE

Real value in a changing world

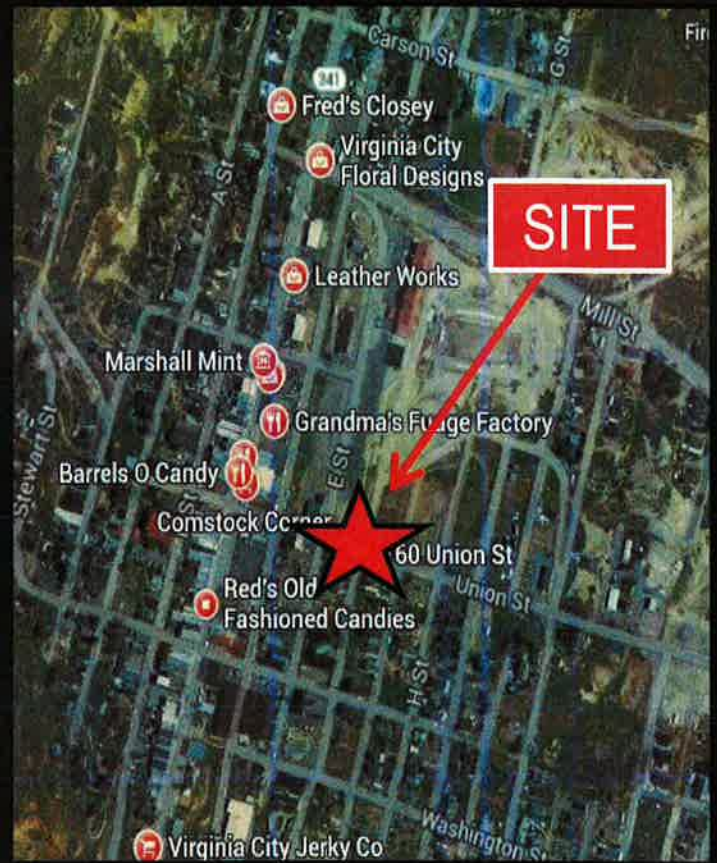
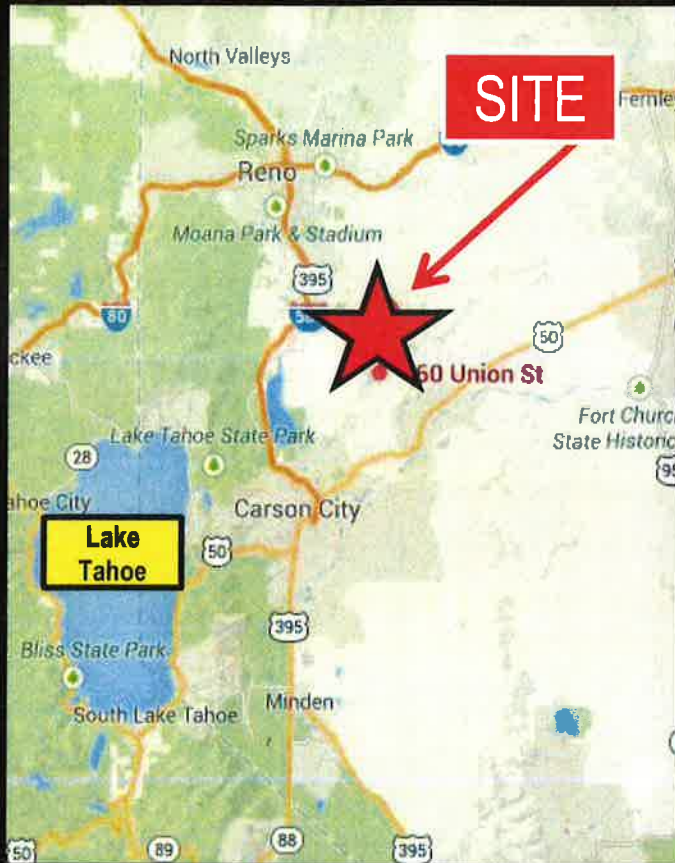
Although information has been obtained from sources deemed reliable, Jones Lang LaSalle, and/or its representatives, brokers or agents make no guarantees as to the accuracy of the information contained herein, and offers all properties without expressed or implied warranties of any kind.

© 2013 Jones Lang LaSalle

Former Bank Branch For Sale

160 E Union Street, Virginia City, NV 89440

Reuse, Repositioning or Redevelopment Opportunity



Demographics

	1 Mile	3 Mile	5 Mile
2013 Population	915	1,168	6,933
2018 Projected Population	1,038	1,325	7,773
2013 Households	457	581	2,738
2018 Projected Households	521	662	3,075
2013 AVG House Income	\$64,335	\$64,008	\$61,204
2018 Projected Household Income	\$73,740	\$73,215	\$68,690

FOR MORE INFORMATION
REGARDING THIS PROPERTY,
PLEASE CONTACT:

Lisa Rega
Jones Lang LaSalle
1.855.483.2982 (toll free)
Lisa.Regga@am.jll.com



**JONES LANG
LASALLE**

Real value in a changing world

ANN DELAHAY, APPRAISER

2898 Rio Vista Court • MINDEN, NEVADA 89423

Phone: (775) 267-9675 Fax: (775) 267-9675

July 17, 2014

Mr. Hugh Gallagher, Comptroller
Storey County
P O Box 176
Virginia City, NV 89440

Re: Appraisal of a 5,335-square-foot site improved with a 1,247-square-foot former bank building located at 160 East Union Street at the southwest corner of Union and E Streets in Virginia City, Storey County, Nevada

Dear Mr. Galagher:

As you requested, I have completed an inspection and analysis of the above-referenced property in order to derive an opinion of its Market Value, as is. The intended use of the appraisal is to assist the client, Storey County, in making a decision regarding the possible purchase of the subject property.

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

After considering all the factors and information contained in this report, it is my opinion that the Market Value of the fee simple interest in the subject, as of June 2, 2014, was:

<p>ONE HUNDRED SIX THOUSAND DOLLARS \$106,000</p>

Respectfully submitted,



Ann Delahay
Certified General Appraiser
Nevada License # A-0002515.CG

EXHIBIT 3

**A COMPLETE APPRAISAL
CONVEYED IN A
RESTRICTED APPRAISAL REPORT
OF**

**A 5,335 SQUARE FOOT SITE
IMPROVED WITH A 1,247 SQUARE FOOT
FORMER BANK BUILDING
LOCATED AT
160 EAST UNION STREET
SOUTHWEST CORNER OF UNION AND E STREETS
VIRGINIA CITY, NEVADA**

**AS OF
JUNE 2, 2014**

**PREPARED FOR
HUGH GALLAGHER, COMPTROLLER
STOREY COUNTY
P O BOX 176
VIRGINIA CITY, NV 89440**

By
Ann Delahay
Ann Delahay, Appraiser
2898 Rio Vista Court
Minden, Nevada 89423
2014015

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

PROPERTY APPRAISED	A 5,335 square-foot site improved with a 1,247-square-foot former bank building known as Assessor's Parcel 01-087-06
LOCATION	160 East Union Street, at the southwest corner of Union and E Streets in Virginia City, Storey County, Nevada
APPRAISAL DATE	June 2, 2014
INTEREST APPRAISED	Fee Simple
PURPOSE OF APPRAISAL	To form an opinion of the Market Value of the property, as is
INTENDED USE OF APPRAISAL	For use in internal decision-making regarding the possible purchase of the subject property by the client
OWNER OF RECORD	Bank Building Inc.
HIGHEST AND BEST USE	Office building
EXPOSURE/MARKETING TIME	Six months to one year
VALUE CONCLUSION:	\$106,000

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ADDENDUM

 QUALIFICATIONS OF APPRAISER

PROPERTY IDENTIFICATION

Address and Location: The property is located at 160 E Union Street, at the southwest corner of Union and E Streets in Virginia City, Storey County, Nevada. It is identified by the Storey County Assessor as Assessor's Parcel Number 01-087-06.

Owner of Record: The parcel is under the ownership of Bank Building, Inc. It has not sold within the last five years.

APPRAISAL ISSUES

PURPOSE AND INTENDED USE OF THE APPRAISAL

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

DEFINITION OF MARKET VALUE

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

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

PROPERTY RIGHTS APPRAISED

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

EFFECTIVE DATE OF VALUATION

The effective date of this appraisal is June 2, 2014, the date of inspection. The report date is July 17, 2014, the date indicated on the cover letter.

¹ FIRREA Title XI, OTC Regulation 12 CFR 564.2(f)

SCOPE OF THE APPRAISAL

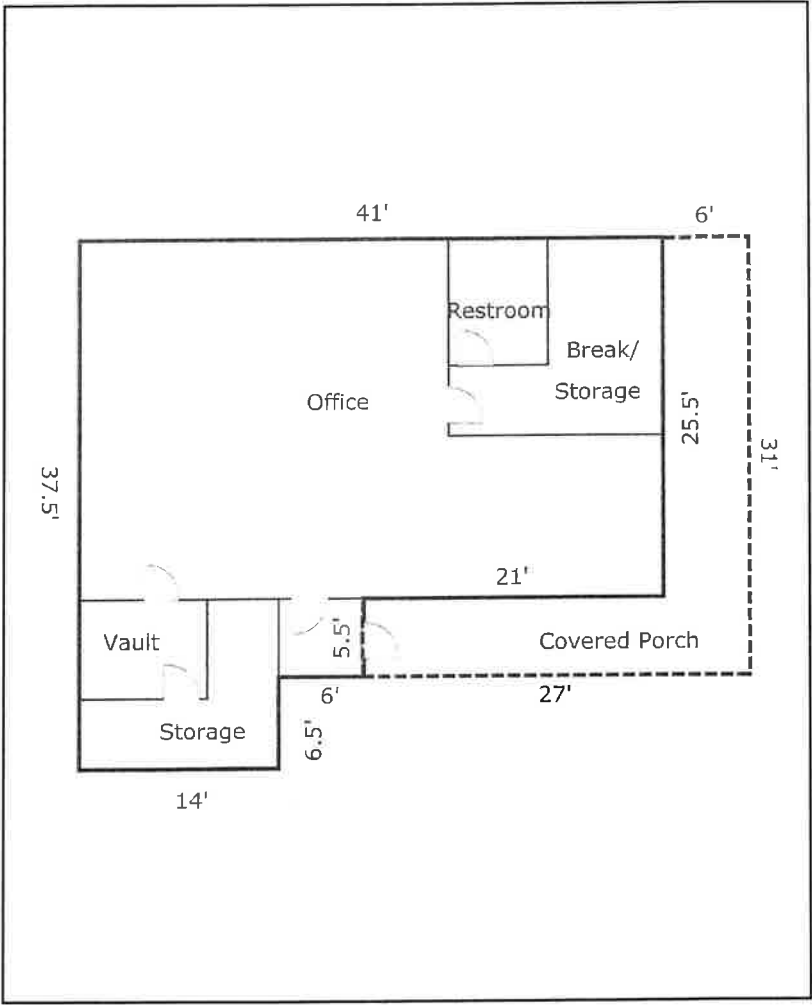
In deriving an opinion of the value, the appraiser has inspected the subject property and researched physical and historical aspects of the property that could impact its value. Market conditions in Virginia City were researched. The appraiser used MLS and Storey County data to discover information regarding sales of commercial properties in Virginia City. Since buildings sold in the last several years are not comparable in age, style, or utility to the subject, sales of similar buildings in Carson City and Reno were also researched. Data obtained through this research were used to estimate a market value for the subject. Sales were verified with a party to the transaction or, in some cases, Realtors familiar with the properties sold and the conditions of the sale. This information was used in developing a value opinion for the subject through a sales comparison approach. By prior agreement with the client, neither the Income Approach nor the Cost Approach was utilized. It should be noted that no income or expense information for the subject was available, as it was an owner-occupied property. Because the prospective buyer will also be an owner/user, and because research into rental rates and expense information in the Virginia City area did not reveal any consistent data which would support income and expense estimates for the subject, the Income Approach was not considered to be reliable or meaningful. Similarly, the Cost Approach was not considered meaningful or reliable.

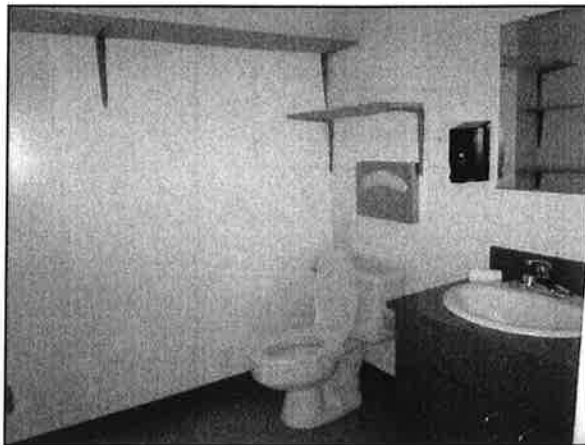
This is a Restricted Appraisal Report that is intended to comply with the reporting requirements set forth under Standards Rule 2-2(c) of the *Uniform Standards of Professional Appraisal Practice* (USPAP) for a **Restricted Appraisal Report**. As such, it includes only minimal discussions of the data,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

SUBJECT DESCRIPTION

The subject is a 1,247-square foot, one-story brick building built in 1982 as a bank. Interior finish includes tile and carpeted floors in the central area and vinyl flooring in the vault, restroom, and storage space or former break room. Walls are sheet rock and wood. The building includes a covered porch that wraps two sides and sits on a 5,335 square foot site. It is identified as Assessor's Parcel Number 01-087-06. Site improvements include asphalt parking for four vehicles, terraced rear landscape, and xero-scaping, including trees, shrubs, fencing, landscape blocks, and railroad ties. The bank vault is still in place as is the drop box for night deposits. The structure and mechanical systems are assumed to be in good condition and in working order.

Please refer to following photographs and building sketch.





VALUATION

Normally, an appraiser has three methods of forming an opinion of the value of a property. These are known as the Cost Approach, the Sales Comparison Approach, and the Income Approach. Only the Sales Comparison Approach will be used for this appraisal.

SALES COMPARISON APPROACH

The appraiser has gathered information on Sales of several commercial buildings in Virginia City that have sold in the last several years. All but one of these are significantly older than the subject (over 100 years old as compared to the subject's age of 32 years) and all are retail-oriented, typically with residential use on a second floor. The condition of the buildings varies, but none are similar to the subject. As noted, the appraiser has also researched sales in Carson City and Reno, and discovered several sales in Reno of buildings that are somewhat similar in age, design, and utility, although they are located in a different market. The properties considered to give the best indication of value for the subject are summarized in the following chart.

SUMMARY OF COMPARABLE SALES

Sale #	Location	Address	Sale Date Sale Price	Size (SF)	Year Built Price/SF	Comments
1	Va City	81 N C St	05/11/14 \$152,500	2,640	1981 \$57.77	1464 sf retail, 1175 sf 2 nd floor apartment; Poor interior condition
2	Va City	30 N B St	03/03/14 \$220,000	4,500	1875 +/- \$48.89	2-story retail; new roof, wiring, & plumbing; buyers to gut and remodel for use for wine bottling and restaurant
3	Va City	109 S C St	08/01/13 \$298,500	5,680 + 5,680 bsmnt	1862 \$87.76	Street level retail with two spaces and unfinished basement on lower level fronting D St. Buyers occupy one of the retail spaces
4	Va City	65 N C St	07/02/12 \$200,000	2,400 + 1,119 bsmnt	1870 +/- \$83.33	Street level retail, 2 nd floor apartment, and unfinished basement on lower level fronting D St. Buyer has gem store on the first floor. Ground floor level was updated in 2009
5	Va City	55 N C St	05/18/12 \$210,000	4,680	1876 \$44.87	Street level retail, 2 nd floor apartment recently remodeled, sprinklered. Buyer has opened coffee roasting house
6	Reno	255 W Peckham Ln	10/11/13 \$635,000	7,882 + 4,248 bsmnt	1983 \$80.56	3,224 sf of basement is finished for office use, balance is storage; Buyer has occupied 2,550 sf and listed balance of building for lease, asking \$1.20/sf full service for ground floor and \$0.50 for basement
7	Reno	333 W Moana Ln	06/27/13 \$425,000	6,095 + 1,431 bsmnt	1973 \$69.73	Basement is finished; building was former dental office converted to church; average condition; Buyer leased to church at \$3,500 per month
8	Reno	580 E Plumb Ln	07/21/11 \$715,000	8,232	1974 \$86.86	Former bank building; two stories; buyer is using as office; Does not meet ADA due to lack of elevator to 2 nd floor; average to good condition, although roof was nearing end of economic life

Five of the comparables summarized on the preceding page are located in Virginia City, and three are in Reno. Generally, the buildings in Reno are more similar in age and either structure or utility to the subject than any of the buildings sold in Virginia City. Adjustments were made to each of the comparables for points of difference. Comparables 3, 4, 6, and 7 each included a basement. Based on the finish and size of the basements, adjustments have been made to the sale price per square foot to account for the estimated contributory value of the basement. Market conditions in general were still showing some declines in mid-2011, when Comparable 8 was sold, leveled off in 2012, and began to improve in 2013. This was taken into consideration and adjusted for, with adjustments being made to each of the comparables for changes in market conditions since the date of sale.

All of the comparables in Virginia City are considered superior in location to the subject. Comparables 1, 3, 4, and 5 are all located on C Street, the primary commercial corridor of the town and require significant adjustment for the superior location. Comparable 2, located on B Street next to Piper's Opera House, is considered to be somewhat superior in location to the subject, but inferior to the C Street locations. The three Reno sales are all situated on major thoroughfares and are considered to be somewhat superior to the subject in location.

Comparable 1 is the only one of the Virginia City comparables that is similar in age to the subject; however, according to the broker for this property, it was in poor condition, needing a new roof, deck, and boardwalk, with interior leaks and no carpet. Another realtor familiar with property indicated that it was "trashed" and another indicated it was in "horrible" condition. Thus, a major upward adjustment for condition is necessary. Comparables 2, 3, 4, and 5 were all built in the 1800's and have undergone varying degrees of remodeling and updating. Upward adjustments for inferior condition were made based on Realtors' comments. The Reno sales are considered to be similar in age and condition to the subject. Comparables 6 and 7 are somewhat similar in structure and interior finish, although one was designed as an office building and the other was most recently occupied by a church. Comparable 8 was a former bank building. It is a two-story building of superior quality, including higher ceilings and more expensive interior finish. Additional adjustments were made for the larger size of all of the comparables.

After considering each of the comparables as they relate to the subject and to each other, it is my opinion that the market value for the subject is \$85 per square foot. Given a building area of 1,247 square feet, the value for the subject is calculated to be \$105,995, which can be rounded to \$106,000.

FINAL CONCLUSION OF VALUE

After considering all the factors and information contained in this report, and based on the hypothetical conditions as stated above, it is my opinion that the Market Value of the fee simple interest in the subject, as of June 2, 2014, was:

<p>ONE HUNDRED SIX THOUSAND DOLLARS \$106,000</p>

CERTIFICATION

The Appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct to the best of my knowledge and belief.
2. The reported analysis, opinions, and conclusions are limited only by the assumptions and limiting conditions set forth herein, and are my personal, impartial, and unbiased professional analysis, opinions, and conclusions.
3. I have no present or prospective future interest in the real estate that is the subject of this appraisal report. I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of Market Value in the appraisal report on the race, color, religion, gender, handicap, familial status, or national origin of either the owners, prospective owners, or occupants of the subject property or the present or prospective owners or occupants of the properties in the vicinity of the subject property.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My compensation or future employment contingent upon the appraised value of the subject property. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, nor are a predetermined value estimate, the attainment of a specific result, or the occurrence of a subsequent event required in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My analysis, opinions, and conclusions were developed, and this appraisal report has been prepared in conformance with and is subject to the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Foundation.
7. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in this report, unless otherwise indicated. I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware.
8. I have researched the subject market area and have selected the most recent sales of properties I consider to be most similar and proximate to the subject property for consideration in the Sales Comparison analysis and have made adjustments to these sales for comparison to the subject property. I have taken into consideration the factors that have an impact on value in deriving my estimate of Market Value. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct. Where possible, I have verified data regarding sales and lease comparables used in this report with a party to the transaction.
9. No one provided significant professional assistance to the appraiser signing this report.



Ann Delahay
Certified General Appraiser
A.0002515-CG

STATEMENT OF LIMITING CONDITIONS AND ASSUMPTIONS

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

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

ADDENDUM

QUALIFICATIONS OF ANN DELAHAY

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

Nevada Certified General Appraiser License #A.0002515-CG

Background and Experience

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

Education and Technical Training

Trinity University, B.A., Magna Cum Laude	1974
American Institute of Real Estate Appraisers:	
Real Estate Appraisal Principles (2/87)	Basic Valuation Procedures (6/87)
Capitalization Theory & Techniques A & B (6/87)	Standards of Professional Appraisal Practice (5/88)
Case Studies in Real Estate Valuation (4/89)	Appraisal Report Writing (7/90)
Appraisal Institute:	
The High Tech Appraisal Office (7/97)	Standards of Professional Practice (10/97)
Appraising High Value and Historic Homes (12/98)	Appraisers as Financial Institutions (10/01)
Water Rights in Nevada (11/01)	Nevada Statutes (2/03)
Guide to Uniform Residential App (9/05)	Highest & Best Use (40hr - 10/06)
USPAP Update (11/08)	Analyzing Operating Expenses (1/09)
Forecasting Revenue (1/09)	Eminent Domain & Condemnation (1/09)
Analyzing Distressed Real Estate (1/09)	USPAP Update (3/10)
Evaluating Commercial Construction (10/10)	Corridor Valuation (10/10)
Yellow Book Issues/Divided Partial Interests (10/10)	
The Beckman Company:	
The Technical Inspection of Real Estate	
The Chicopee Group	
Professional and Technical Compliance Compliance with USPAP Parts I, II, & III (2/99)	
Professional & Technical Compliance with USPAP I (5/02)	
Reno/Sparks Association of Realtors	
Property Flipping and Predatory Lending (10/01)	
McKissock, Inc.	
Appraising the Oddball: Nonconforming & Difficult Properties (10/02)	Appraising for the Secondary Market: Getting Along With Fannie & Freddie (10/04)
USPAP Update Equivalent (10/04)	Appraisal Review (10/04)
Appraising High-Value Residential Properties (10/04)	Fair Housing - Virtual Classroom (1/05)
Appraising Historic Properties (1/07)	Construction Details & Trends (1/07)
Disclosures & Disclaimers (1/07)	
National Association of Independent Fee Appraisers	
USPAP (2/05)	



Storey County Board of County Commissioners Agenda Action Report

Meeting date: August 5, 2014

Estimate of time required: 5 min.

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** Approval of Treasurer Report for June 2014

2. **Recommended motion:** Approval of report as submitted

3. **Prepared by:** Vanessa Stephens

Department: Clerk & Treasurer

Telephone: 847-0969

4. **Staff summary:** Report is attached; this item was continued from the July 1, 2014 meeting.
Please note the reported was submitted to Commissioners are posted to the county website on July 30, 2014.

5. **Supporting materials:**

6. **Fiscal impact:**

Funds Available:

Fund:

_____ Comptroller

7. **Legal review required:**

_____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Clerk & Treasurer

_____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No.

Tp	Check #	Bank Seq	Person #	Vendor/Employee Name	From	Check#	Amount
					From	0/00/00 - 6/30/14	Amount
CK	59139	195 00	402939	GBS PARTNERS LLC		12/18/07	17.85
CK	59820	195 00	401195	COUNTRYWIDE HOME LOANS		3/18/08	247.00
CK	60433	195 00	402995	KEVIN T DALEY		5/19/08	25.00
CK	60831	195 00	403053	BUCKWALTER, ERICH		7/01/08	5.98
CK	60895	195 00	403065	PUTT, KRISTINA		7/01/08	7.33
CK	62635	195 00	401478	UEHLING, CLARK		1/16/09	25.94
CK	65338	195 00	403429	LUDWIG, DESIREE		11/20/09	48.46
CK	66214	195 00	402945	FULPER, GRUNDY, BEAD, PTR		3/12/10	180.93
CK	69427	195 00	403681	DECARTERET, BRUCE		4/21/11	20.00
CK	70963	195 00	101269	NEVADA LEGAL SERVICE INC		11/04/11	32.00
CK	72998	195 00	403949	AMERIGAS PROPANE LP		8/10/12	9.99
CK	74064	195 00	404067	HAFNER, DORIS		11/30/12	3.85
CK	74282	195 00	99898	BI STATE PROPANE (CC)		1/03/13	237.22
CK	74515	195 00	403928	CRESTA, OCTAVIO A		1/25/13	33.00
CK	75663	195 00	403959	BENDER, DEBORAH		6/14/13	180.00
CK	75822	195 00	100670	CFOA		6/28/13	150.00
CK	76129	195 00	404230	GORDON, GANNON		7/26/13	103.51
CK	76292	195 00	403753	HOT SPOT BROADBAND INC		8/09/13	79.00
CK	76601	195 00	404279	SMILEY, EUGENE PATRICK		9/06/13	358.20
CK	76645	195 00	10035	C & W LOCK, GLASS & SAFE		9/20/13	27.50
CK	76736	195 00	404288	POWELL, PIERCE		9/20/13	350.00
CK	76860	195 00	404296	NARY, CLARK		10/04/13	75.19
CK	76870	195 00	404294	NEV DHCFP		10/04/13	282.49
CK	76973	195 00	404302	GEIGER, MARY HELEN		10/18/13	12.10
CK	77078	195 00	403959	BENDER, DEBORAH		11/01/13	30.00
CK	78123	195 00	404235	CARSON VALLEY CHAMBER OF		3/07/14	561.66
CK	78132	195 00	403677	CORELOGIC INC		3/07/14	1,168.00
CK	78215	195 00	103061	ASSESSOR'S ASSOC OF NEV		3/21/14	60.00
CK	78624	195 00	404421	LAKE VALLEY FIRE PROTECTI		5/01/14	180.00
CK	78710	195 00	403677	CORELOGIC INC		5/16/14	76.00
CK	78751	195 00	102599	NEVADA ASSOC OF COUNTY EL		5/16/14	35.00
CK	78758	195 00	103277	NORTHERN NEV FIRE CHIEFS		5/16/14	50.00
CK	78818	195 00	403671	BURRELL, SCOTT LEWIS		5/30/14	286.00
CK	78836	195 00	403887	COMSTOCK GOLD MILL LLC		5/30/14	16.00
CK	78879	195 00	403902	RADFORD, SANDRA M		5/30/14	42.50
CK	78898	195 00	403901	THE TOMBSTONE COWBOYS		5/30/14	245.00
CK	78922	195 00	402904	BACUS, WENDY		6/13/14	8.49
CK	78927	195 00	403671	BURRELL, SCOTT LEWIS		6/13/14	457.00
CK	78929	195 00	404451	BYRON, JOHN MANUEL III		6/13/14	166.00
CK	78946	195 00	403887	COMSTOCK GOLD MILL LLC		6/13/14	120.00
CK	78947	195 00	403928	CRESTA, OCTAVIO A		6/13/14	244.00
CK	78951	195 00	404459	EDMONDSON, MARK		6/13/14	659.54
CK	78984	195 00	404450	MCCALL, DELBART R		6/13/14	5.45
CK	78988	195 00	403889	MURPHY, MARGO		6/13/14	40.00
CK	79005	195 00	101376	NORTHERN NEVADA TITLE CO		6/13/14	1,750.00
CK	79017	195 00	403902	RADFORD, SANDRA M		6/13/14	42.50
CK	79019	195 00	404212	REGAN, MARK		6/13/14	1,000.00
CK	79025	195 00	404449	SCHREIHANS, NANCY L		6/13/14	7.67
CK	79035	195 00	102441	ST CO SHERIFF		6/13/14	194.18
CK	79041	195 00	403901	THE TOMBSTONE COWBOYS		6/13/14	1,337.00
CK	79045	195 00	403447	TRI-VENTURES INC		6/13/14	14.00
CK	79054	195 00	402820	WALKER & ASSOCIATES		6/13/14	1,666.00
CK	79089	195 00	10050	ADVANCED DATA SYSTEMS INC		6/27/14	29,748.00
CK	79091	195 00	403795	ALPINE LOCK INC		6/27/14	9.00

Tp		Check #	Bank Seq	Person #	Vendor/Employee Name	From	Check#	Check Date	Amount
						From	0/00/00 -	6/30/14	
CK	79092	195	00	100135	ALSCO INC		6/27/14	107.65	
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CK	79095	195	00	99663	AT&T MOBILITY II LLC		6/27/14	185.10	
CK	79096	195	00	403619	AT&T TELECONFERENCE SERVI		6/27/14	71.80	
CK	79097	195	00	403890	BAKER, NANCY SUE		6/27/14	42.00	
CK	79098	195	00	403959	BENDER, DEBORAH		6/27/14	106.00	
CK	79100	195	00	404139	BURGARELLO ALARM INC		6/27/14	374.04	
CK	79101	195	00	403671	BURRELL, SCOTT LEWIS		6/27/14	537.00	
CK	79103	195	00	100463	BUSINESS & PROFESSIONAL		6/27/14	40.01	
CK	79104	195	00	100475	CAPITAL CITY AUTO PARTS		6/27/14	1,079.50	
CK	79105	195	00	100555	CARSON SMALL ENGINES		6/27/14	92.06	
CK	79109	195	00	403268	CELLCO PARTNERSHIP		6/27/14	237.86	
CK	79111	195	00	99691	CHARTER COMMUNICATIONS		6/27/14	65.00	
CK	79112	195	00	403827	COCKERILL, CHARLES P		6/27/14	1,350.00	
CK	79113	195	00	99708	COLLINS CONSTRUCTION		6/27/14	3,274.46	
CK	79115	195	00	100655	COMMUNITY CHEST INC		6/27/14	319.35	
CK	79116	195	00	99652	COMSTOCK CHRONICLE (VC)		6/27/14	175.50	
CK	79117	195	00	403887	COMSTOCK GOLD MILL LLC		6/27/14	102.00	
CK	79118	195	00	100020	COSTCO HSBC BUS SOLUTIONS		6/27/14	378.22	
CK	79119	195	00	403928	CRESTA, OCTAVIO A		6/27/14	412.00	
CK	79120	195	00	404466	DAIOHS USA INC		6/27/14	54.30	
CK	79122	195	00	402959	FLAG STORE OF NEV INC-THE		6/27/14	99.95	
CK	79123	195	00	403932	FLYERS ENERGY LLC		6/27/14	4,965.29	
CK	79125	195	00	404353	GAYLE A KERN LTD		6/27/14	480.53	
CK	79126	195	00	100830	GHUSN, GEORGE		6/27/14	149.00	
CK	79127	195	00	404468	GOPHER CONSTRUCTION INC		6/27/14	1,699.13	
CK	79129	195	00	403383	H.A.W.C. INC		6/27/14	179.00	
CK	79130	195	00	404463	HARDY, JOHN		6/27/14	100.00	
CK	79131	195	00	100877	HAYMORE, DEAN		6/27/14	35.19	
CK	79132	195	00	102983	HD SUPPLY FACIL MAINT LTD		6/27/14	1,664.13	
CK	79133	195	00	403040	HENRY SCHEIN		6/27/14	827.62	
CK	79135	195	00	100826	HISTORIC FOURTH WARD SCHO		6/27/14	418.00	
CK	79136	195	00	100889	HOME DEPOT CREDIT SERVICE		6/27/14	904.38	
CK	79138	195	00	404192	HUCK SALT COMPANY INC		6/27/14	1,494.64	
CK	79139	195	00	102564	HYDRAULIC INDUSTRIAL SERV		6/27/14	2.34	
CK	79141	195	00	103340	INNOVATIVE IMPRESSIONS		6/27/14	46.00	
CK	79146	195	00	101040	L N CURTIS & SONS		6/27/14	1,634.15	
CK	79148	195	00	404102	LIQUID BLUE EVENTS LLC		6/27/14	104,572.00	
CK	79149	195	00	404102	LIQUID BLUE EVENTS LLC		6/27/14	3,479.80	
CK	79150	195	00	403778	MARKEN ENTERPRISES		6/27/14	78.61	
CK	79151	195	00	404088	METRO OFFICE SOLUTIONS IN		6/27/14	104.18	
CK	79152	195	00	404456	MILLER CONSULT & ELECTION		6/27/14	34.11	
CK	79154	195	00	403839	MORRIS, ROBERT T		6/27/14	1,350.00	
CK	79155	195	00	403889	MURPHY, MARGO		6/27/14	40.00	
CK	79157	195	00	100279	NC AUTO PARTS		6/27/14	398.82	
CK	79158	195	00	101335	NEV DEPT TAXATION		6/27/14	33.88	
CK	79159	195	00	101026	NEV LEGISLATIVE COUNSEL		6/27/14	543.15	
CK	79161	195	00	103075	NEV SECRETARY OF STATE		6/27/14	35.00	
CK	79162	195	00	101278	NEVADA POWER PRODUCTS, INC		6/27/14	399.00	
CK	79163	195	00	404109	NEW PIG CORPORATION		6/27/14	702.22	
CK	79164	195	00	404163	NORTON CONSULTING LLC		6/27/14	1,048.50	
CK	79165	195	00	99806	OCCUPATIONAL HEALTH CENTE		6/27/14	272.00	
CK	79167	195	00	103220	ON THE SIDE GRAPHICS & SI		6/27/14	251.80	
CK	79169	195	00	403371	PEDLEY KNOWLES & COMPANY		6/27/14	1,445.00	

Tp	Check #	Bank	Seq	Person #	Vendor/Employee Name	From	Check#	Amount
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CK	79172	195	00	403895	PETRINI, ANGELO D		6/27/14	180.00
CK	79173	195	00	404469	PRECISION PLUMBING CARSON		6/27/14	570.00
CK	79175	195	00	404471	PUBLIC AGENCY TRAINING		6/27/14	295.00
CK	79176	195	00	403902	RADFORD, SANDRA M		6/27/14	88.50
CK	79177	195	00	404464	RANDLE, KARI		6/27/14	100.00
CK	79178	195	00	402937	RAY MORGAN CO INC (CA)		6/27/14	1,304.26
CK	79179	195	00	103008	RED'S CANDIES		6/27/14	265.00
CK	79180	195	00	404430	RELIANCE STANDARD LIFE IN		6/27/14	4.50
CK	79183	195	00	403612	RINEHART LTD		6/27/14	67.71
CK	79184	195	00	103241	SBC GLOBAL SERVICES IN LD		6/27/14	90.41
CK	79185	195	00	103241	SBC GLOBAL SERVICES IN LD		6/27/14	37.73
CK	79186	195	00	101210	SBC GLOBAL SERVICES INC		6/27/14	6,153.17
CK	79187	195	00	404187	SHOAF, BRIAN ALLEN		6/27/14	39.00
CK	79190	195	00	404256	SIERRA PATHOLOGY ASSOCIAT		6/27/14	297.00
CK	79191	195	00	403923	SILVER STATE NATIONAL PEA		6/27/14	196.00
CK	79193	195	00	403234	SPALLOONE DOMINIC J III		6/27/14	1,493.45
CK	79194	195	00	101711	ST CO AMBULANCE		6/27/14	1,683.34
CK	79195	195	00	402848	STAFFORD, MARK		6/27/14	2,419.00
CK	79197	195	00	403387	SYMBOLARTS LLC		6/27/14	85.00
CK	79198	195	00	403901	THE TOMSTONE COWBOYS		6/27/14	1,640.00
CK	79200	195	00	403447	TRI-VENTURES INC		6/27/14	135.00
CK	79201	195	00	402935	TRUCKEE MEADOWS WATER SYS		6/27/14	67.50
CK	79202	195	00	102962	UNIFORMITY OF NEVADA LLC		6/27/14	531.39
CK	79204	195	00	402938	US BANCORP EQUIPMENT FINA		6/27/14	3,671.01
CK	79205	195	00	403983	VCTC		6/27/14	145.00
CK	79206	195	00	403894	VIRGINIA & TRUCKEE RR CO		6/27/14	5,196.00
CK	79208	195	00	404069	WELHOUSE, RICHARD R		6/27/14	3,649.45
CK	79209	195	00	103237	WESTERN ENVIRONMENTAL LAB		6/27/14	500.00
CK	79210	195	00	404065	WESTNET NEVADA LLC		6/27/14	899.00
CK	79211	195	00	404462	WILSON, CHRISTINA		6/27/14	100.00
PR	34208	195	00	900050	NEV ST RETIR/4159565779		6/06/14	76,326.43
PR	34225	195	00	900501	FIRE FIGHTER ASSOC #4227		6/06/14	800.00
PR	34227	195	00	900050	NEV ST RETIR/4159565779		6/09/14	330.37
PR	34231	195	00	900050	NEV ST RETIR/4159565779		6/20/14	74,565.42
PR	34234	195	00	900501	FIRE FIGHTER ASSOC #4227		6/20/14	800.00
PR	34245	195	00	112	HESS, GREG J		6/20/14	1,011.25
PR	34246	195	00	1183	HARPER, IKAIKA		6/20/14	91.42
PR	34247	195	00	1941	MCCAIN, SAWJAL		6/20/14	27.93
PR	34249	195	00	1034	WILSON, MICHAEL		6/20/14	22.86
PR	34250	195	00	900101	DENTAL INSURANCE		6/27/14	6,474.66
PR	34251	195	00	900108	DENTAL INSURANCE BUYUP		6/27/14	29.11
PR	34252	195	00	1919	BLAKELY, BOBIE		6/27/14	249.96
VP	65511	195	00	100383	FIRST AMERICAN TITLE		12/14/09	40.10
VP	79068	195	00	401408	CHANSOLOR, MARILYN/SCOTTY		6/17/14	170.40
VP	79070	195	00	404444	PICKUS, DENALI		6/17/14	78.00
VP	79071	195	00	404457	GALLAGHER, ASHLYN		6/17/14	415.00
VP	79072	195	00	401104	GAMBRALL, KARL		6/17/14	150.00
VP	79078	195	00	403446	MILLER, MERILEE A.		6/17/14	330.00
VP	79085	195	00	403627	THROWER-VICTORINE, DENISE		6/17/14	151.20
					Bank Total :			375,209.15
					Total :			375,209.15

AD VAL FOR THE MONTH OF JUNE 2014

	001	001-500	150	160	060	170	010	185	040	001	210	030	200	001	001-34104	001-36506	165	
	GENERAL	INDUST GID	SCH OP	SCH DB	CAP AQU	STATE	IND MED	IND ACC	FORESTRY	YOUTH	CO JAIL	FIRE/EMER	TRI Payback	PENALTIES	A/R 6%	OVERPMT	A/R 2%	TOTAL
TREASURER																		
2006-2007																		
2008-2009	\$ 124.37		\$ 55.83	\$ 10.77	\$ 3.73	\$ 12.64	\$ 2.22	\$ 1.12	\$ 8.19	\$ 0.34	\$ 5.54	\$ 32.28		\$ 156.61				\$ 413.64
2009-2010	\$ 1,560.38		\$ 697.67	\$ 134.60	\$ 46.51	\$ 158.13	\$ 27.91	\$ 13.96	\$ 102.34	\$ 4.19	\$ 69.14	\$ 404.29		\$ 1,711.07				\$ 4,930.19
2010-2011	\$ 827.13		\$ 386.44	\$ 74.56	\$ 23.86	\$ 87.59	\$ 5.15	\$ 7.73	\$ 52.45	\$ 2.32	\$ 17.88	\$ 207.23	\$ 90.79	\$ 415.39				\$ 2,198.52
2011-2012	\$ 678.13	\$ 86.02	\$ 337.63	\$ 65.13	\$ 22.50	\$ 76.52	\$ 4.50	\$ 6.48	\$ 49.32	\$ 2.03	\$ 33.55	\$ 195.67		\$ 496.01				
Special Assess																		
Total 2011-2012	\$ 678.13	\$ 86.02	\$ 337.63	\$ 65.13	\$ 22.50	\$ 76.52	\$ 4.50	\$ 6.48	\$ 49.32	\$ 2.03	\$ 33.55	\$ 195.67		\$ 496.01				\$ 2,053.49
Subtotal	\$ 3,190.01	\$ 86.02	\$ 1,477.57	\$ 285.06	\$ 96.60	\$ 334.88	\$ 39.78	\$ 29.29	\$ 212.30	\$ 8.88	\$ 126.11	\$ 839.07	\$ 90.79	\$ 2,779.08	\$ -	\$ -	\$ -	\$ 9,595.84
2012/2013	\$ 2,055.26	\$ 1,281.46	\$ 1,474.37	\$ 284.47	\$ 98.30	\$ 334.19	\$ 19.42	\$ 30.56	\$ 216.22	\$ 8.77	\$ 146.38	\$ 854.34		\$ 1,539.56				
Special Assess																		
TOTAL 2012/2013	\$ 2,055.26	\$ 1,281.46	\$ 1,474.37	\$ 284.47	\$ 98.30	\$ 334.19	\$ 19.42	\$ 30.56	\$ 216.22	\$ 8.77	\$ 146.38	\$ 854.34		\$ 1,539.56				\$ 8,343.30
TOTAL PRIOR	\$ 5,245.27	\$ 1,367.48	\$ 2,951.94	\$ 569.53	\$ 194.90	\$ 669.07	\$ 59.20	\$ 59.85	\$ 428.52	\$ 17.65	\$ 272.49	\$ 1,693.81	\$ 90.79	\$ 4,318.64	\$ -	\$ -	\$ -	\$ 17,939.14
2013/2014	\$ 23,986.05	\$ 1,801.19	\$ 11,392.51	\$ 2,195.46	\$ 757.09	\$ 2,582.70	\$ 151.61	\$ 227.44	\$ 1,668.44	\$ 68.24	\$ 1,129.45	\$ 6,600.27		\$ 5,285.07				\$ 57,845.52
Special Assess																		
TOTAL 13/14	\$ 23,986.05	\$ 1,801.19	\$ 11,392.51	\$ 2,195.46	\$ 757.09	\$ 2,582.70	\$ 151.61	\$ 227.44	\$ 1,668.44	\$ 68.24	\$ 1,129.45	\$ 6,600.27		\$ 5,285.07				\$ 57,845.52
TOTAL SECURED	\$ 29,231.32	\$ 3,168.67	\$ 14,344.45	\$ 2,764.99	\$ 951.99	\$ 3,251.77	\$ 210.81	\$ 287.29	\$ 2,096.96	\$ 85.89	\$ 1,401.94	\$ 8,294.08	\$ 90.79	\$ 9,603.71	\$ -	\$ -	\$ -	\$ 75,784.66
Refund Secured																		\$ -
REPORT TOTALS	\$ 29,231.32	\$ 3,168.67	\$ 14,344.45	\$ 2,764.99	\$ 951.99	\$ 3,251.77	\$ 210.81	\$ 287.29	\$ 2,096.96	\$ 85.89	\$ 1,401.94	\$ 8,294.08	\$ 90.79	\$ 9,603.71	\$ -	\$ -	\$ -	\$ 75,784.66
ASSESSOR																		
2007/2008																		\$ -
2008/2009																		\$ -
2009/2010																		\$ -
2010/2011	\$ 0.54		\$ 0.25	\$ 0.05	\$ 0.02	\$ 0.06	\$ -	\$ 0.01	\$ 0.03	\$ -	\$ 0.01	\$ 0.13	\$ 0.06	\$ 0.24	\$ 0.06	\$ 0.02	\$ -	\$ 1.48
2011/2012	\$ 60.48		\$ 26.58	\$ 5.12	\$ 1.78	\$ 6.03	\$ 0.35	\$ 0.53	\$ 3.89	\$ 0.16	\$ 2.64	\$ 15.40	\$ 0.06	\$ 14.87	\$ 8.02	\$ 0.02	\$ -	\$ 148.52
Subtotal	\$ 61.02		\$ 26.83	\$ 5.17	\$ 1.80	\$ 6.09	\$ 0.35	\$ 0.54	\$ 3.92	\$ 0.16	\$ 2.65	\$ 15.53	\$ 0.06	\$ 15.11	\$ 8.08	\$ 0.02	\$ -	\$ 150.00
2012/2013																		\$ -
TOTAL PRIOR	\$ 61.02	\$ -	\$ 26.83	\$ 5.17	\$ 1.80	\$ 6.09	\$ 0.35	\$ 0.54	\$ 3.92	\$ 0.16	\$ 2.65	\$ 15.53	\$ 0.06	\$ 15.11	\$ 8.08	\$ 0.02	\$ -	\$ 150.00
2013/2014	\$ 86,012.51	\$ 1,547.19	\$ 38,689.06	\$ 7,464.52	\$ 2,579.33	\$ 8,769.67	\$ 515.91	\$ 773.82	\$ 5,674.52	\$ 232.12	\$ 3,843.23	\$ 22,418.88		\$ 19,192.68	\$ 11,642.64			\$ 213,236.97
TOTAL UNSEC	\$ 86,073.53	\$ 1,547.19	\$ 38,715.89	\$ 7,469.69	\$ 2,581.13	\$ 8,775.76	\$ 516.26	\$ 774.36	\$ 5,678.44	\$ 232.28	\$ 3,845.88	\$ 22,434.41	\$ 0.06	\$ 19,207.79	\$ 11,650.72	\$ 0.02	\$ 3,883.56	\$ 213,386.97
MISC																		
PX DIST																		\$ -
PC DIST	\$ 1,583,083.62		\$ 699,489.04	\$ 134,954.75	\$ 46,632.60	\$ -	\$ 9,326.52	\$ 13,989.78	\$ 102,591.73	\$ 4,196.93	\$ 69,482.58	\$ 405,330.58		\$ -	\$ -	\$ -	\$ -	\$ 3,069,078.13
MX DIST		\$ -												\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$ 1,698,388.47	\$ 4,715.86	\$ 752,549.38	\$ 145,189.43	\$ 50,165.72	\$ 12,027.53	\$ 10,053.59	\$ 15,051.43	\$ 110,367.13	\$ 4,515.10	\$ 74,730.40	\$ 436,059.07	\$ 90.85	\$ 28,811.50	\$ 11,650.72	\$ 0.02	\$ 3,883.56	\$ 3,358,249.76