



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

MONDAY, JUNE 1ST, 2015 10:00 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

JACK MCGUFFEY
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

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

All 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 June 1, 2015
4. DISCUSSION/POSSIBLE ACTION: Approval of Minutes for May 5, 2015
5. DISCUSSION/POSSIBLE ACTION: Approval of Minutes for May 18, 2015

CONSENT AGENDA

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

6. For possible action approval of Payroll Checks date 05/22/15 \$311,350.23 and Accounts payable checks date 05/15/15 for \$394,641.84 and \$2,515.52.
7. For possible action approval of Montgomery Turner, Personal Defense, requesting a business license for CCW Instructor in Storey County.
8. For possible action approval of Business Licenses First Readings:
 - a. SOLAR CITY CORPORATION - Contractor / 3055 Clearview Way ~ San Mateo, CA (solar install.)
 - b. TESLA MOTORS, INC. - General / Gigafactory Electric Avenue (manufacturing) TRI
 - c. SEQUEL ELECTRICAL SUPPLY, LLC - 1425 4th Street ~ Meridian, MS (electrical contractor)
 - d. EDWARDS ELECTRIC SERVICE, LLC - 6222 St. Louis Street ~ Meridian, MS (electrical contractor)
 - e. SMITH STORAGE SYSTEMS - 18875 Mesquite Avenue ~ Reno (racking installer)

END OF CONSENT AGENDA

9. **DISCUSSION/POSSIBLE ACTION:** Approve the Governmental Services Agreement for Storey County Economic Diversification District No. 1 between Storey County, Storey County Fire Protection District and Tesla.
10. **DISCUSSION/POSSIBLE ACTION:** Approve second reading of Ordinance 15-263 adding section 3.50.200 to the Storey County Code providing for a pilot project for granting partial abatements of permitting fees to participants in a qualified project in Economic Diversification District No. 1 and providing for other properly related matters.
11. **DISCUSSION/POSSIBLE ACTION:** Acceptance of renewal proposal from Nevada Public Agency Insurance Pool (POOL) and approval for payment from fiscal year 2015-2016 funds.
12. **DISCUSSION ONLY (No Action - No Public Comment):** Committee/Staff Reports
13. **BOARD COMMENT (No Action - No Public Comment)**
14. **DISCUSSION ONLY (No Action - No Public Comment):** Discussion and direction to staff regarding legislation or legislative issues proposed by legislators or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chairman or the Board to be of critical significance to Storey County.
15. **DISCUSSION ONLY (No Action - No Public Comment):** Discussion and direction to staff regarding the request to the Federal Government for an additional zip code in Storey County specifically for the McCarran portion of the County.
16. **DISCUSSION/POSSIBLE ACTION:** Approve a License for use of County Property between the County of Storey (County), a political subdivision of the State of Nevada and Mark Twain Community Center (MTCC), a Nevada non-profit corporation.

17. **DISCUSSION/POSSIBLE ACTION:** Approve and authorize the chairman to sign the contract between Storey County and the State of Nevada, State Public Works Division of the Department of Administration to continue to provide water service from the Marlette system.

COMMUNITY DEVELOPMENT AND PLANNING

18. **DISCUSSION/POSSIBLE ACTION:** Special Use Permit 2015-009, by Sean Thomas Murray and Ann Marie Aragon Murray. The applicants are requesting a SUP for a short-term vacation rental (less than 30-day rental) for an existing single-family residence located at 275 East Union Street (R1 Single-Family Residential Zone) in Virginia City, Storey County, Nevada (APN: 001-246-08).
19. **DISCUSSION/POSSIBLE ACTION:** Variance 2015-014, by Loren Purcel. The applicant is requesting a sign variance for The Red Dog Saloon located at 76 North C Street in Virginia City, Storey County, Nevada (APN 001-084-09). The applicant requests a variance for the purpose of changing the allowed width, length, and shape of a sign which will be attached to the porch of the business and allowing a painted sign on the north side of the building.
20. **DISCUSSION/POSSIBLE ACTION:** Variance 2015-012. By Jennifer Barnes. The applicant is requesting a sign variance for the Mustang Ranch Steakhouse at 5 North C Street in Virginia City, Storey County, Nevada (APN: 001-086-01). The applicant requests variances to the provisions of SCC 17.84 (ordinance regulating signs and billboards) for the following purposes: (1) to allow a sign to be more than 15 inches in width (height) which will be attached above the porch facing C Street of the subject property; (2) to allow a sign attached to the end of the porch facing Union Street (south) of the subject property, and allow more than 15 inches in width (height) of that porch-end sign; and (3) to allow a back-lighted "Open" sign to be installed inside of a window abutting Union Street but facing C Street (west) of the subject property. **(Continue item until July 7, 2015, board meeting.)**
21. **DISCUSSION/POSSIBLE ACTION:** Approve first reading of ordinance 15-264 an application No. 2014-020 (Continued from 12/02/14) by the Tahoe-Reno Industrial Center, LLC to amend the text of Storey County Code Title 17 (Zoning Ordinance) by adding Chapter 17.39 I-C Industrial-Commercial Zone. The intent of the proposed I-C Zone is to provide for certain mixed-use industrial and commercial uses where found appropriate by the board with recommendation by the Planning Commission. Additional information including, but not limited to, reports and the draft zone text may be obtained from the Planning Department at 775.847.1144 or planning@storeycounty.org. **(Continue item until August 4, 2015, board meeting.)**
22. **DISCUSSION/POSSIBLE ACTION:** Application No. 2014-021 (Continued from 12/02/14 meeting) by the Tahoe-Reno Industrial Center, LLC., and Storey County on behalf of The Nature Conservancy, LLC and the Union Pacific Railroad Company to amend the Official Storey County Zoning Map. The amendments will apply regulatory zones to approximately 600 acres of land located in McCarran, Nevada (river District near the Tahoe-Reno Industrial Center) which was in July of 2014 transferred from Washoe County to Storey County by mean of boundary line adjustment. Additional information including, but not limited to, reports and maps may be obtained from the Planning Department at 775.847.1144 or planning@storeycounty.org. **(Continue item until August 4, 2015, board meeting.)**
23. **FOR POSSIBLE ACTION, LICENSING BOARD SECOND READINGS:**

- a. WORLD SOURCE INTEGRATION, INC - Contractor / 1201 North Raddant Rd ~ Batavia, IL (equipment supply)
- b. PEDRO & MARIA BECERRA TORRES - General / 26 E Prater ~ Sparks (handyman & cleaning)
- c. GERHARDT & BERRY CONSTRUCTION - Contractor / 2134 Kleppe Lane ~ Sparks (engineering)
- d. STEPHON'S MOBILE BISTRO - General / 1810 Andesite Avenue ~ Reno (food truck)
- e. SIERRA CATERING CO., LLC - General / 840 Washington Street ~ Reno (food truck)
- f. LEE JOSEPH, INC. - Contractor / 864 South Wells Avenue ~ Reno (pool repairs)
- g. PWS CONSTRUCTION - Contractor / 5290 Orcutt Rd ~ San Luis Obispo, CA (contractor)
- h. NOTHING BUT SKULLS VIRGINIA CITY NV - General / 11 North C Street (Retail Sales)VC
- i. IONIX, LLC - General / 3033 Waltham Way, Unit 5 (metal fabrication) location change TRI
- j. RICH DOSS, INC. - General / 201 Wild Horse Canyon Drive (transportation) MCC

24. PUBLIC COMMENT (No Action)

25. 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 May 27, 2015; Virginia City Post Office, Storey County Courthouse, Virginia City Fire Department, Virginia City Highlands Fire Department and Lockwood Fire Department.

By Vanessa Stephens
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 1, 2015

Estimate of time required: 5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Approval of minutes for May 5, 2015

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
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, MAY 5TH, 2015 10:00 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MINUTES

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

JACK MCGUFFEY
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

Roll Call: Chairman McBride, Commissioner McGuffey, District Attorney Anne Langer, County Manager Pat Whitten, Clerk/Treasurer Vanessa Stephens, Senior Planner/Administrative Officer Austin Osborne, Emergency Management Director Joe Curtis, Recorder Jen Chapman, Community Outreach Director Cherie Nevin, Comptroller Hugh Gallagher and Sheriff Antinoro.

Absent: Vice-Chairman Gilman

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

2. **PLEDGE OF ALLEGIANCE**

3. **DISCUSSION/POSSIBLE ACTION:** Approval of Agenda for May 5, 2015

County Manager Pat Whitten requested to continue items #21, #22, #23, and #24 - all currently operating under temporary license. Remove item #25 and continue #26 and #27.

Motion: Approve Agenda for May 5, 2015 with continuance of items #21, 22, 23, 24, 26, and 27, and removal of item # 25, **Action:** Approve **Moved by** Commissioner McGuffey, **Seconded by** Chair McBride, **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

4. **DISCUSSION/POSSIBLE ACTION:** Approval of Minutes for April 7, 2015

Motion: Approve Minutes for April 7, 2015, **Action:** Approve **Moved by** Commissioner McGuffey, **Seconded by** Chair McBride, **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

CONSENT AGENDA

5. For possible action approval of Payroll Checks date 04/24/15 for \$310,577.04 and accounts payable checks dated 04/17/15 for \$1,070,381.83 and \$4,916.17.
6. For possible action approval of update to Storey County Administrative Policies and Procedures including: Policies 502 Pay Periods and Time Reporting, 503 Overtime Compensation, 504 Rate of Pay, 507 Scheduled Salary Step Advancement, 601 Holidays, and 602 Annual Leave.
7. For possible action approval of appointment of Chris Hood as Chairman of the Storey County Safety Committee.
8. For possible action approval of the change in meeting date of a regularly scheduled meeting. The next Commission meeting will be held on Monday, May 18, 2015 at 10:00am. The change in meeting is required by the Nevada Department of Taxation for the approval of final budgets.
9. For possible action approval of change in meeting date of a regularly scheduled meeting. The June 2, 2015 meeting will be held on Monday, June 1, 2015 at 10:00am. The change in meeting is due to a District Court Jury Trial beginning June 2, 2015.
10. For possible action approval of Business Licenses First Readings:
 - a. SOUTHWEST STEEL, LLC - Contractor / 280 Sunpac Ave ~ Henderson (steel erector)
 - b. LEGACY SPECIALTIES, INC. - Contractor / 2567 Nowlin Road #104 ~ Minden (drywall contractor)
 - c. ASPEN DEVELOPMENTS CORP - Contractor / 2340 East Fifth Street ~ Reno (excavation contractor)
 - d. COMSTOCK CHRONICLE OF VIRGINIA CITY - HB / 2187 Main Street ~ Gold Hill (newspaper)
 - e. NOTHING BUT SKULLS VIRGINIA CITY NV - General / 11 North C Street (Retail Sales) VC
 - f. REDTALON ENTERPRISES, LLC - HB / 21540 Sazarac Rd (FFL Type 7, Firearms R&D) VCH
 - g. ARNOLD MACHINERY COMPANY - Contractor / 2975 West 2100 South ~ Salt Lake City

END OF CONSENT AGENDA

Motion: Approve the Consent Agenda **Action:** Approve **Moved by** Commissioner McGuffey,
Seconded by Chair McBride, **Vote:** Motion carried by unanimous vote (summary: Yes=2)

11. **DISCUSSION/POSSIBLE ACTION:** Approve a cooperative agreement with the State of Nevada Department of Taxation specifying the dates and procedure for distribution to Storey County of the Economic Diversification District No. 1 revenues pledged pursuant to Ordinance No. 14-260 and a Reimbursement Agreement with Tesla.

County Manager Pat Whitten introduced Mark Olsen, a Taxation Director with Tesla and Alex Leath, Outside Counsel to Tesla. Mr. Leath has worked with the County's Special Counsel Bob Morris in crafting these various documents.

The Board is requested to act on Items 11 and 12, and to continue Items 13 and 14. All four items will be open for discussion and public comment.

Mr. Whitten presented an overview of the four agenda items.

The terms of the packages and incentives in Senate Bill 1 provided the vehicle that was instrumental in getting Tesla to come here. To work into the abatement incentive processes that were being considered, SB1 provided for a number of components.

The first agenda item (#11) being considered is a cooperative agreement with the State of Nevada Department of Taxation. The second (#12) is the Reimbursement from the County to Tesla. The terms of SB1 provided 100% abatement of sales and use taxes for 20 years to Tesla. Certain portions could not be abated, however the State found a way to remit those funds to the County with the understanding that the County would enter into an agreement simultaneous with Tesla that would pass those monies from the County to Tesla expeditiously.

Items 11, the Cooperative Agreement with the State, and 12, the Reimbursement Agreement between the County and Tesla, are essentially pass-through agreements.

The Board is provided with all up to date documents on items 13 and 14.

Item 14, Ordinance 15-263, had a provision that Tesla could request, and the County could consider, abatement, in part or in whole, of the County's plan review and permitting fees. Plan review fees are currently based on valuations and have been in effect for approximately 20 years. The fees work well for the average to good size projects. Tesla is a much higher scale. Consequently, it is difficult to determine how much work the County is putting in and how much is being collected. Conceptual approval has been reached on the terms provided in this Ordinance. Staff is requesting a continuance of this item while one outstanding point in the Government Services Agreement is negotiated.

Item 13, Governmental Services Agreement (GSA), reflects the fact that Tesla receives the sales and use tax abatements previously mentioned, in addition Tesla also receives property tax abatement for the first 10 years. Tesla brings a unique set of demands on the County that pose challenges in providing government services to TRI - not only to Tesla but to other projects as well. Tesla will have a larger number of construction workers than any other project and when in full production, will have a larger number of employees as well. This impacts the County in Sheriff's services, the Assessor's office, emergency management, and most of all Fire and EMS services at TRI. The mechanics of the GSA are being worked through, asking Tesla to help compensate the County for providing those services. Staff is also recommending continuance of this item to May 18, 2015.

Motion: Approve a cooperative agreement with the State of Nevada Department of Taxation specifying the dates and procedure for distribution to Storey County of the Economic Diversification District No. 1 revenues pledged pursuant to Ordinance No. 14-260 and a Reimbursement Agreement with Tesla, **Action:** Approve **Moved by** Commissioner McGuffey, **Seconded by** Chair McBride, **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

12. DISCUSSION/POSSIBLE ACTION: Approve the Reimbursement Agreement for Storey County Economic Diversification District No. 1 between Storey County and Tesla.

Motion: Approve the Reimbursement Agreement for Storey County Economic Diversification District No. 1 between Storey County and Tesla, **Action:** Approve **Moved by** Commissioner McGuffey, **Seconded by** Chair McBride, **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

13. DISCUSSION/POSSIBLE ACTION: Approve the Governmental Services Agreement for Storey County Economic Diversification District No. 1 between Storey County, Storey County Fire Protection District and Tesla.

Storey County Resident, Nicole Barde: Has the Governmental Services Agreement been seen by the Commission before? How is this document and the fee schedule different from the Ordinance in item 14, and that table of fees?

Mr. Whitten indicated that this is the first time the GSA has been presented. This does not require a second reading; however staff is recommending continuing the item to finalize negotiations.

Mr. Whitten continued that these items are complex. In some ways they are complex because the State in the crafting of SB1 stated things have to be done this way but over here you have to do something completely different.

Tesla will be paying the County two separate, distinct fees or monies. SB1 states that if the County is willing to abate, in whole or in part, any of its plan review and permitting fees, it has to be structured through an Ordinance. The Ordinance deals only with the services that the County provides in regards to pages of plan reviews and inspections. This is money that will be paid by Tesla over the years, including retroactive to July 1, 2014 once approved.

The GSA is a totally different set of fees Tesla is being requested to pay to the County. The GSA deals with everything other than the plan review or permitting covered in the Ordinance. This would be items such as additional Sheriff's deputies over time, the Assessor's increase in staff, Emergency Management through its hazardous materials will need extra staff, and most importantly the staffing of the fire station at TRI.

Ms. Barde: As a function of the GSA and the Ordinance, Tesla pays the County these fees? Is Tesla obligated to pay under these agreements in the event of "shuttering" their factory?

Mr. Whitten answered in lieu of no payment of sales and use tax and property tax, the County is asking for assistance from Tesla through the GSA and the Ordinance. The reason why these documents are crafted for nine and ten years is because the County will not see sales and use taxes for 20 years.

Mr. Whitten said Tesla's performance under the terms of SB1, as well as applications Tesla made to the State of Nevada through the Governor's Office of Economic Development, have what is known as "clawback" agreements. These agreements have certain performance benchmarks that Tesla must do. The "clawbacks" protect both State and County. There are no guarantees in the Agreement. If,

however, something were to happen, such as bankruptcy, it would be appropriate not to expect money if there was no activity going on.

Ms. Barde: Will the "clawback" by the State reimburse the County for funds expended on Tesla's behalf, if they are no longer around?

Mr. Whitten replied that both the GSA and the Ordinance provide for either payment annually in advance or payment quarterly in advance, so the County would be ahead of the game.

Motion: Continue item #13 approval of the Government Services Agreement for Storey County Economic Diversification District No. 1 between Storey County, Storey County Fire Protection District and Tesla, **Action:** Approve **Moved by** Commissioner McGuffey, **Seconded by** Chair McBride, **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

14. DISCUSSION/POSSIBLE ACTION: Approve second reading of Ordinance 15-263 adding section 3.50.200 to the Storey County Code providing for a pilot project for granting partial abatements of permitting fees to participants in a qualified project in Economic Diversification District No. 1 and providing for other properly related matters.

Motion: Continue item #14 approval of second reading of Ordinance 15-263 adding section 3.50.200 to the Storey County Code providing for a pilot project for granting partial abatements of permitting fees to participants in a qualified project in Economic Diversification District No. 1 and providing for other properly related matters, **Action:** Approve **Moved by** Commissioner McGuffey, **Seconded by** Chair McBride, **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

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

Austin Osborne, Senior Planner/Administrative Officer:

- Update on SR 342. Backfilling is almost finished. The contractor of record for re-building the road, Cruz Construction, has begun setting up and will be doing the base, paving, guard rails, and striping. Work to begin on May 11th. NDOT is completing plan review for the road. Phase 1 is on track for completion on June 6th with work on phase 2 to begin after phase 1 is complete and the road is open. No problems are anticipated with phase 2.
- Per the SUP for Comstock Mining, the reclamation is required to go beyond NDEP requirements and CMI must bond for whatever is necessary to bring the entire pit under control. Farr West Engineering has validated CMI's reclamation plan and the \$1.5 million dollar bond.
- The Reno/Tahoe Odyssey Run has elected to use the truck route this year, rather than SR 342.

Joe Curtis, Emergency Management:

- Mr. Curtis was appointed to a homeland security working group. This group consists of emergency managers from around the State, and reviews and approves grants submitted for homeland security funding. From this group, Mr. Curtis has learned there may be options for grants relating to communications and other areas.

Hugh Gallagher, Comptroller:

- The County received an award at the annual Pool/Pact Insurance meeting in recognition of completion of the Loss Control Excellence Program for 2015. This program included the Risk Management team, the Fire Department, Public Works, Emergency Management and the Safety Committee. A check for \$7,500 was part of the award. If risk management efforts are maintained, an annual amount of approximately \$3,500 will be received. This is a great program and a lot was learned, including information relating to cyber-security and the tremendous amount of exposure out there. Mr. Gallagher reviewed many security issues faced by individuals and companies.

Pat Whitten, County Manager:

- Solutions are being explored to find a way to shorten order over-budget variance discussions during the presentations of the quarterly budget. Most likely, staff will be given two minutes to review items, with the exception of Public Works and the Fire Department, who will get four minutes.
- The next two meeting dates will be on Monday rather than Tuesday – May 18th and June 1st, due to the deadline date for the budget and date conflict with a scheduled Court trial.
- Thanks to Mr. Gallagher and Vanessa Stephens for attending the Pool/Pact annual meeting.
- Thank you to Special Counsel Bob Morris for his work and continued support.

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

Commissioner McGuffey thanked Pat Whitten for his support of the Loss Control Excellence Program.

Mr. McGuffey asked if there was an update on the issue of a new zip code for the TRI area. Mr. McGuffey suggested this item be included on monthly agendas for update.

Mr. Whitten responded the zip code issue is being worked on by retired Congressman John Porter and his team. This is a very slow process.

17. DISCUSSION ONLY (No Action – No Public Comment): Discussion and direction to staff regarding legislation or legislative issues proposed by legislators or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chairman or the Board to be of critical significance to Storey County.

Pat Whitten said there are still a number of collective bargaining bills that are being consolidated and held as strategy to negotiate one of the revenue increase plans. Mr. Whitten and Chair McBride have met with the State Controller on a package that could possibly be substituted in.

SB433 is being followed. This bill would expand the hours of early voting and would create a significant fiscal impact. SB170, the Date Center Bill, passed the Senate, but is slowed in the Assembly. This bill finds a middle ground on abatements. Without the passage of this bill, it is probable that projects will go elsewhere to obtain better incentive packages.

PERS and Prevailing Wage bills are also being watched.

Commissioner McGuffey asked for a status on SB415. Mr. Whitten will bring request information at the next meeting with the County's lobbyists.

Mr. Whitten understands the Governor's Portal Bill was modified to an "opt in" bill. The County has significant concerns with this bill.

- 18. DISCUSSION/POSSIBLE ACTION:** Approve the "INTERLOCAL CONTRACT FOR TEMPORARY HOUSING OF JUVENILES AT MURPHY BERNARDINI JUVENILE DETENTION CENTER," which would increase the detention fees at such facility from \$125 to \$350 per day per juvenile.

County Manager Pat Whitten introduced Ben Bianchi, head of Juvenile Services in Carson City. The County utilizes those services and facility. Mr. Bianchi has indicated that fees for these services must increase in order for the facility to be viable and pursuant to Judges' requests.

The District Attorney's office has reviewed the Contract and made a few changes.

Mr. Bianchi reviewed the process that led to the conclusion detention fees must be increased. Other communities also contract with the Juvenile Services in Carson City. The current "per day" fees are not close to the actual costs of housing juveniles. This is an "across the board" increase.

Commissioner McGuffey asked if language was to be included requiring parents to pay a portion of the daily fees. Mr. Bianchi responded that he believes the County or City detaining the juvenile has the ability to bill the parents for up to 3 days of detention or up to the time of the detention hearing. District Attorney Anne Langer indicated this is a policy decision made in each jurisdiction.

Motion: Approve the "INTERLOCAL CONTRACT FOR TEMPORARY HOUSING OF JUVENILES AT MURPHY BERNARDINI JUVENILE DETENTION CENTER," which would increase the detention fees at such facility from \$125 to \$350 per day per juvenile, **Action:** Approve **Moved by** Commissioner McGuffey, **Seconded by** Chair McBride, **Vote:** Motion carried by unanimous vote (summary: Yes=2)

- 19. DISCUSSION/POSSIBLE ACTION:** Approval of Resolution #15-421 declaring May 2015 as Wildfire Awareness Month in Storey County.

Fritz Klingler, Storey County Fire, Patty Blakely, Storey County Fire, and Sonja Sistern, UNR Cooperative Extension requested the Board declare the month of May, Wildfire Awareness Month. Wildfire and the threat of wildfire, are concerns shared throughout the area.

Patty Blakely read Resolution #15-421:

Whereas, wildfire significantly impacts Nevada's environmental, economic and social well-being, and

Whereas, residents of Nevada's fire-prone communities need to accept responsibility for living in high fire-hazard areas; and

Whereas, residents must be encouraged to move from the expectation of being protected from wildfire to the understanding that they must be prepared to survive wildfire; and

Whereas, to do so, they will need to acquire the knowledge and skills to prepare their homes to survive wildfire and take to action before the wildfire occurs and

Whereas, residents that implement appropriate pre-fire activities improve the survivability of their homes during wildfire;

Therefore be it resolved, that the Storey County Board of County Commissioners supports the month of May, 2015 as Nevada Wildfire Awareness Month and this year's theme "Improve Your Odds—Prepare for Wildfire" as a means for education and a call for residents of Storey County to take action to reduce the wildfire threat to their homes and help their community move toward becoming a Fire Adapted Community.

Passed, Approved and Adopted this 5th day of May 2015, by the Storey County Board of County Commissioners.

Sonja Sintern thanked Storey County Fire Department and the Board of Commissioners for their support of Cooperative Extension efforts. Ms. Sintern distributed decks of cards containing tips for making homes more fire safe. Saturday, May 9th, a Wildfire Awareness race will take place at Washoe State Park. A presentation will also be given at Hugh Gallagher Elementary School.

Motion: Approval of Resolution #15-421 declaring May 2015 as Wildfire Awareness Month in Storey County, **Action:** Approve **Moved by** Commissioner McGuffey, **Seconded by** Chair McBride, **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

20. DISCUSSION/POSSIBLE ACTION: Approval of Resolution #15-419 adoption of the Storey County Hazard Mitigation Plan.

Emergency Management Director Joe Curtis presented this item. In 2006 the Storey County Hazard Mitigation Plan was adopted. Updates and reviews are required every five years. The update Resolution is presented today for approval. The Plan covers five major concerns - earthquake, wildland fire, flood, winter storms and wind events.

Mr. Curtis read the Resolution:

Whereas Storey County has historically experienced severe damage from natural and human-caused hazards such as flooding, wildfire, drought, thunderstorms/high winds, and hazardous materials incidents on many occasions in the past century, resulting in loss of property and life, economic hardship, and threats to public health and safety;

Whereas the Storey County Hazard Mitigation Plan (the Plan) has been developed after more than one year of research and work by Storey County Office of Emergency Management in association and cooperation with the Storey County Planning Team for the reduction of hazard risk to the community;

Whereas the Plan specifically addresses hazard mitigation strategies and plan maintenance procedures for Storey County;

Whereas the Plan recommends several hazard mitigation actions/projects that will provide mitigation for specific natural and human caused hazards that impact Storey County with the effect of protecting people and property from loss associated with those hazards;

Whereas a public meeting was held to present the Plan for comment and review as required by law;

Now therefore be it resolved by the Storey County Board of County Commissioners, that:

1. The Plan is hereby adopted as an official plan of Storey County
2. The respective officials identified in the mitigation strategy of the Plan are hereby directed to pursue implementation of the recommended actions assigned to them.
3. Future revisions and Plan maintenance required by the Disaster Mitigation Act of 2000 and FEMA, are hereby adopted as a part of this resolution for a period five (5) years from the date of resolution.
4. An annual report on the progress of the implementation elements of the Plan shall be presented to the Local Emergency Planning Commission by October 31st of each calendar year.

Passed by the Storey County Board of County Commissioners this 5th day of May 2015.

Pat Whitten acknowledged Joe Curtis and his quality of work. This document is essential as it needs to be in place in order to request grants to help in mitigation efforts.

Mr. Curtis thanked Cherie Nevin for help and assistance. The Six Mile Canyon Mitigation Project is an example of one of the grants received, in that case to improve drainage.

Motion: Approval of Resolution #15-419, adoption of the Storey County Hazard Mitigation Plan,
Action: Approve **Moved by** Commissioner McGuffey, **Seconded by** Chair McBride, **Vote:**
Motion carried by unanimous vote (**summary:** Yes=2)

21. DISCUSSION/POSSIBLE ACTION: Approval of Liquor/General License for Robert and Nicole Wilkinson, Three GGG Inc., Gold Hill Hotel located at 1540 Main Street, Gold Hill, NV 89440.

(Item continued)

22. DISCUSSION/POSSIBLE ACTION: Approval of Liquor/General/Gaming License for Vincent Malfitano, Bonanza Casino and Saloon located at 27 C Street, Virginia City, NV 89440.

(Item continued)

23. DISCUSSION/POSSIBLE ACTION: Approval of Liquor/General/Gaming License for Vincent Malfitano, Delta Saloon and Casino located at 18 South C Street, Virginia City, NV 89440.

(Item continued)

24. DISCUSSION/POSSIBLE ACTION: Approval of Liquor/Business License for Virginia City Brewery & Taphouse LLC located at 62 North C Street, Virginia City, NV 89440.

(Item continued)

25. **DISCUSSION/POSSIBLE ACTION:** Appeal of brothel work card denial of Katrina Tyson by the Storey County Sheriff's Office, pursuant to Storey County Code 5.16.220 (G)
(Item removed)

COMMUNITY DEVELOPMENT AND PLANNING

26. **DISCUSSION/POSSIBLE ACTION:** Approve first reading of ordinance 15-264 an application No. 2014-020 (Continued from 12/02/14) by the Tahoe-Reno Industrial Center, LLC to amend the text of Storey County Code Title 17 (Zoning Ordinance) by adding Chapter 17.39 I-C Industrial-Commercial Zone. The intent of the proposed I-C Zone is to provide for certain mixed-use industrial and commercial uses where found appropriate by the board with recommendation by the planning commission. Additional information including, but not limited to, reports and the draft zone text may be obtained from the Planning Department at 775.847.1144 or planning@storeycounty.org.
(Item continued to June 1, 2015 at 10:00am)

27. **DISCUSSION/POSSIBLE ACTION:** Application No. 2014-021 (Continued from 12/02/14 meeting) by the Tahoe-Reno Industrial Center, LLC., and Storey County on behalf of The Nature Conservancy, LLC and the Union Pacific Railroad Company to amend the Official Storey County Zoning Map. The amendments will apply regulatory zones to approximately 600 acres of land located in McCarran, Nevada (river District near the Tahoe-Reno Industrial Center) which was in July of 2014 transferred from Washoe County to Storey County by mean of boundary line adjustment. Additional information including, but not limited to, reports and maps may be obtained from the Planning Department at 775.847.1144 or planning@storeycounty.org.
(Item continued to June 1, 2015 at 10:am)

28. FOR POSSIBLE ACTION, LICENSING BOARD SECOND READINGS:

- a. SIGNS ON SIGNS - Contractor / 960 Matley #22 ~ Reno (sign installation)
- b. KONE, INC. - Contractor / 3727 Bradview Drive #200 ~ Sacramento (elevator contractor)
- c. SHORE MANAGEMENT & DEV NV, INC. - General / 222 East Sydney Ste. B (const. mgmt.) TRI
- d. ELECTRO SPECTRA, INC. - Contractor / 5490 Wildwood Drive ~ Reno (low voltage contractor)
- e. GREAT WEST ASPHALT PAVING - Contractor / 133 East Warm Springs ~ Las Vegas (paving cont.)
- f. HARRIS & HART, INC. - Contractor / 1759 West 1200 South ~ Ogden, UT (hvac contractor)
- g. ALLIED SANITATION SERVICES - Contractor / 830 West Bridge St. ~ Yerington (vacuum truck)
- h. IONIX, LLC - General / 3033 Waltham Way, Unit 5 (metal fabrication) location change TRI
- i. RICH DOSS, INC. - General / 201 Wild Horse Canyon Drive (transportation) MCC

Motion: To approve items a, b, c, d, e, f, and g, **Action:** Approve **Moved by** Commissioner McGuffey, **Seconded by** Chair McBride, **Vote:** Motion carried by unanimous vote (summary: Yes=2)

Motion: To continue items h and i, **Action:** Approve **Moved by** Commissioner McGuffey, **Seconded by** Chair McBride, **Vote:** Motion carried by unanimous vote (summary: Yes=2)

29. PUBLIC COMMENT (No Action)

None

30. ADJOURNMENT at 11:27 A.M.

By Vanessa Stephens
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 1, 2015

Estimate of time required: 5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Approval of minutes for May 18, 2015

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
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

MONDAY, MAY 18TH, 2015 10:00 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MINUTES

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

JACK MCGUFFEY
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

Roll Call: Chairman McBride, Vice-Chairman Gilman, Commissioner McGuffey, District Attorney Anne Langer, County Manager Pat Whitten, Clerk/Treasurer Vanessa Stephens, Comptroller Hugh Gallagher, Public Works Director Mike Nevin, Community Development Director Dean Haymore, Communications Director Dave Ballard, Community Outreach Director Cherie Nevin, Sheriff Gerald Antinoro, IT Director James Deane, Management Analyst Jessie Fain, Administrative Officer/Senior Planner Austin Osborne, Tourism Director Deny Dotson, Planner Jason Van Havel, Fire Chief Gary Hames and Justice of the Peace Eileen Herrington.

1. **CALL TO ORDER**

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 May 18, 2015

County Manager Pat Whitten requested continuance of Items 10 and 11 to June 1, 2015, and Items 28 and 29 to future meeting.

Motion: Approve Agenda with continuation of Items 10 and 11 to June 1, 2014, and Items 28 and 28 to a future meeting, **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

4. **DISCUSSION/POSSIBLE ACTION:** Approval of Minutes for April 21, 2015

Motion: Approval of Minutes for April 21, 2015, **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

CONSENT AGENDA

5. For possible action approval of Payroll Checks date 05/08/15 \$405,278.82 and \$35,552.85. Accounts payable checks date 05/01/15 for \$405,709.42 and \$5,933.42
6. For possible action approval of Treasurer's Affidavit of Mailing Past Due Notice For All Delinquent Parcels
7. For possible action approval of Treasurer Report for April 2015
8. For possible action approval of 2015 BLM and Storey County Fire Protection Annual Operating Plan approval.
9. For possible action approval of Business Licenses First Readings:
 - a. WORLD SOURCE INTEGRATION, INC - Contractor / 1201 North Raddant Rd ~ Batavia, IL (equipment supply)
 - b. PEDRO & MARIA BECERRA TORRES - General / 26 E Prater ~ Sparks (handyman & cleaning)
 - c. GERHARDT & BERRY CONSTRUCTION - Contractor / 2134 Kleppe Lane ~ Sparks (engineering)
 - d. STEPHON'S MOBILE BISTRO - General / 1810 Andesite Avenue ~ Reno (food truck)
 - e. SIERRA CATERING CO., LLC - General / 840 Washington Street ~ Reno (food truck)
 - f. LEE JOSEPH, INC. - Contractor / 864 South Wells Avenue ~ Reno (pool repairs)
 - g. PWS CONSTRUCTION - Contractor / 5290 Orcutt Rd ~ San Luis Obispo, CA (contractor)

END OF CONSENT AGENDA

Motion: Approval of Consent Agenda, **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

10. **DISCUSSION/POSSIBLE ACTION:** Approve the Governmental Services Agreement for Storey County Economic Diversification District No. 1 between Storey County, Storey County Fire Protection District and Tesla. CONTINUED to June 1, 2015
11. **DISCUSSION/POSSIBLE ACTION:** Approve second reading of Ordinance 15-263 adding section 3.50.200 to the Storey County Code providing for a pilot project for granting partial abatements of permitting fees to participants in a qualified project in Economic Diversification District No. 1 and providing for other properly related matters. CONTINUED to June 1, 2015
12. **DISCUSSION ONLY (No Action - No Public Comment):** Committee/Staff Reports

Dean Haymore, Community Development Director:

- Renewals for business licenses are being sent out. Business licenses cannot be renewed for those who have delinquent personal and/or property taxes.

- Community Development is busy with new homes and barns being built throughout the County. Also with existing companies putting in new automation infrastructure.
- The Renown Urgent Care in TRI is being remodeled.
- Community Development is working with the different departments to change the voting district to include the new land that was swapped with Washoe County. This may include the south line with Lyon County where there are some discrepancies. The County Clerk will work with the District Attorney's Office to take care of this process.

Deny Dotson, Tourism Director:

- On May 21st, a balanced budget will be presented to the VCTC Board of Tourism Commission, with the exception of approximately \$49,000 in expected capital expenses.
- Thank you to Mr. Gallagher for handling matters with the Department of Taxation related to VCTC.
- Virginia City will host the kick-off party for Hot August Nights. VCTC will work on parking and traffic control. With the addition of the fairgrounds area, VCTC will have shuttles in hopes to alleviate potential issues.
- Weather permitted, the arena will be installed at the fairgrounds on Tuesday. Once installed, smaller bleachers will be moved in. A larger set of bleachers has been located and will be evaluated to see if it should be purchased. Some gravel will be put in to help with potential mud issues.

Austin Osborne, Administrative Officer/Senior Planner:

- Comstock Mining has completed the backfilling of SR342. Cruz Construction has started base-fill and gravel in setting up for paving. NDOT has a couple of minor issues being reviewed with the CMI plans for the area. The project is still on target for completion by June 6th.
- CMI has also started work on Phase 2 of SR342 reconstruction while work is being completed on Phase 1.
- Plans are moving forward for the Courthouse parking lot. Landscape design options are being reviewed so that the parking lot compliments the Courthouse. So far, 75 spaces are anticipated. Completion is expected by fall. The parking lot will also be set up for other uses such as farmer's markets and tourism events.
- The Lands Bill is now law. Mr. Osborne will be meeting with Congressman Amodei's office to come up with interpretations of language and what it means for the transfer of that land from the BLM to Storey County, and from Storey County to the respective property owners.

Mike Nevin, Public Works Director:

- During the closure of 342 through Gold Hill, a quarter mile section of water line has been replaced.
- The swimming pool will open for the season on June 14th.
- Cape/chip seal project is out to bid.
- The refurbished water re-circulation equipment has been placed in the 5 Mile Reservoir.
- Gutting of the bank building on Union and E Streets has been started in the process of making this a conference room facility for use by County entities.
- Work will begin on the Eaton lot prior to the pool opening.

Eric Schoen, Library and Community Chest:

- Sign-ups are being taken for the summer youth program which runs all week from 7AM to 6PM. The program is for pre 1st through 8th grade.
- Thank you to Gary Hames and Gerald Antinoro for the participation of the Fire and Sheriff Departments in the annual Cow Bus fundraiser. This is a basketball game between the two departments in Storey County and Lyon County.

Pat Whitten, County Manager:

- Occupancy at the refurbished bank building will be 49 persons. The building can be used, on occasion, for non-scheduled community events. Primarily it will be used for meetings or conferences for County departments. Arrangements for use can be made through the County Commissioners Office.
- On May 20 and 21, Mr. Whitten will attend a conference, Strong Economies Together, hosted by Western Nevada Development District and UNR. A tour of TRI will be included at the conference.
- A group of County employees recently toured TRI, including Tesla. It is anticipated that tours will be offered monthly to elected officials and County staff along with families.

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

Commissioner Jack McGuffey:

- Storey County lost a hero, Lockwood resident Charlie Denham. Charlie and his wife, as volunteers, provided food and assistance to people in need. An impressive memorial was held in his honor and he will be greatly missed.

Vice-Chairman Gilman:

- Mr. Gilman also attended the memorial for Charlie and concurs with Mr. McGuffey.
- The Lockwood Community Center has installed new windows bringing in a lot of light to the facility.
- We have been supporting a program in Lockwood, "Paws for Children", to assist children in reading. The first event was recently held with approximately 20 children attending, along with many dogs. The dogs are trained to sit with the children while they read.
- Storey County resident tours had been provided at TRI for several months. These tours will re-start in June. Additional information is forthcoming.

14. DISCUSSION ONLY (No Action - No Public Comment): Discussion and direction to staff regarding legislation or legislative issues proposed by legislators or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chairman or the Board to be of critical significance to Storey County.

County Manager Pat Whitten reported the legislative session ends Friday, May 29th. The Legislature is not far along from two weeks ago. Bills are being held up and nothing is moving. The Economic Forum met and expectations were lower than anticipated.

SB170, the Data Center Bill, has cleared the Assembly Committee with amendments.

Vice Chair Gilman said there is an entire industry hanging on the success of SB170. If it does not pass, companies such as Switch, will locate in other states.

Commissioner McGuffey asked if there was any word on the Sunny Hills issue. Mr. Whitten indicated this was effectively killed and does not seem to be coming back.

15. DISCUSSION/POSSIBLE ACTION: Approve an Interlocal Agreement with Washoe County Senior Services for senior meals at the Lockwood Community/Senior Center.

Cherie Nevin, Community Outreach Director, presented the Interlocal Agreement with Washoe County Senior Services to provide meals to the seniors at the Lockwood Community/Senior Center. This is a renewal contract. There is a minimal decrease in the cost per meal, language has been clarified relating to home-bound deliveries. This contract will be retroactive to October 2014 and valid to September 30, 2016.

Motion: Approval of an Interlocal Agreement with Washoe County Senior Services for senior meals at the Lockwood Community/Senior Center, **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

16. DISCUSSION/POSSIBLE ACTION: Final Budget Hearings for FYE 2015/16

Hugh Gallagher, Comptroller, presented final budget recommendations for fiscal year ending 2015/16. Thank you to all department heads and elected officials for their attention to the budget, and to Jessie Fain for a tremendous job.

Mr. Gallagher reviewed the General Fund and presented each department's changes from the tentative budget to the final budget.

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

18. DISCUSSION/POSSIBLE ACTION: Final Budget Hearings for FYE 2015/16 for the Water and Sewer services in Virginia City, Gold Hill and Silver City.

Hugh Gallagher presented and discussed changes to the budget for Storey County Water and Sewer Board.

Public Works Director, Mike Nevin, reviewed increases to sewer service charges. To be in alignment with the required fees for the USDA loan amortization schedule, residential rates will be increased \$1.93 per month, commercial rates \$3.17 per month.

Mr. Nevin said a previous study led to a 5-year build-up plan of water base-rates to reach a "break-even" situation. This will be the 5th year of the 5-year base rate increase. This also takes into consideration a 20 cent per 1,000 gallon increase to occur in July of the raw-water expense from the State of Nevada. The monthly residential water base-rate will increase \$4.51; commercial will increase \$6.30. This is for the current minimum usage of 2,000 gallons. Water usage over the 2,000 gallons will be increased by the 20 cent per 1,000 gallon pass-through from the State.

Zach Spencer, Comstock Chronicle: Asked for clarification of the water rate increases.

Mr. Nevin responded:

- \$4.51 per month residential and \$6.30 per month commercial. The per gallon charge will go from \$2.79 to \$2.99, per 1,000 gallons, for usage over 2,000 gallons on residential use. Request for these increases will be presented to the Commissioners in June.

Motion: Approval of the Final Budget for FYE 2015/16 for the Water and Sewer services in Virginia City, Gold Hill and Silver City, **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

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

20. DISCUSSION/POSSIBLE ACTION: Final Budget Hearings for FYE 2015/16

Hugh Gallagher continued review and discussion of the General Fund department's budgets and respective changes.

21. ADJOURN TO CONVENE AS THE 474 FIRE PROTECTION DISTRICT BOARD

22. DISCUSSION/POSSIBLE ACTION: Final Budget Hearings for FYE 2015/16 for the NRS 474 Fire Protection District.

Mr. Gallagher reviewed the final budget for the 474 Fire District. Revenues adjustments were presented, there were no expense adjustments.

Mr. Gallagher suggested that portions of the ending fund balance be reserved for future purchases of heavy equipment. There will be an additional fund within the 474 Fire District for a much needed plan for infrastructure and capital improvements.

Motion: Approval of the Final Budget for FYE 2015/16 for the NRS 474 Fire Protection District **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

23. ADJOURN TO RECONVENE AS STOREY COUNTY BOARD OF COMMISSIONERS

24. DISCUSSION/POSSIBLE ACTION: Final Budget Hearings for FYE 2015/16

Hugh Gallagher continued with review of changes and discussion of the General Fund Budget.

During review, Mr. Gallagher stated there has been some debate on the disposition of the VC Rail fund. More information will be forthcoming.

In regards to the General Fund, the tentative budget indicates negative revenue over expenses. This amount has been reduced considerably. Based on the outcome of the Legislature, there may be additional changes that will be presented to the Commission.

Commissioner McGuffey:

- A great job has been done on the revisions in a short time.

Vice-Chairman Gilman:

- Thank you to Hugh Gallagher, Jessie Fain, and every County department for their efforts.
- If augmentations from contingency funds are necessary, especially over the \$1500 threshold, Mr. Gilman suggested they be brought to the Board for approval.

Pat Whitten:

- The deficit mentioned by Mr. Gallagher includes a rarely used item – a contingency – which may be needed.
- Mr. Gallagher was asked to track some statistics as over the years the County has tried to be very conservative in projecting revenues, and very inclusive in anticipating expenses. In the last ten years, with the exception of two, revenue forecasts have been consistently exceeded. On the expense side, the numbers are never met.
- Thanks to all department heads who were very cooperative in their changes to the budgets. Appreciation goes to Hugh Gallagher and Jessie Fain for a great job.

Chairman McBride:

- Elected officials and department heads run a tight budget with very few overages ever seen. Hugh and Jessie have been working for over 5 months on the budget – an incredible task.

Motion: Approval of the Final Budget for FYE 2015/16, **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote (summary: Yes=3)

25. DISCUSSION/POSSIBLE ACTION: Final Budget Hearings for FYE 2015/16 for the Town of Gold Hill

Hugh Gallagher stated there is no budget for the Town of Gold Hill. This fund was eliminated two years ago.

Motion: Approval of the Final Budget for FYE 2015/16 for the Town of Gold Hill, **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote (summary: Yes=3)

26. DISCUSSION/POSSIBLE ACTION: Final Budget Hearings for FYE 2015/16 for the Town of Virginia

Hugh Gallagher said the Town of Virginia's budget has also been eliminated – there is no budget.

Motion: Approval of the Final Budget for FYE 2015/16 for the Town of Virginia, **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote (summary: Yes=3)

27. DISCUSSION/POSSIBLE ACTION: Approval of Liquor/General License for Robert and Nicole Wilkinson, Three GGG Inc., Gold Hill Hotel located at 1540 Main Street, Gold Hill, NV 89440.

County Manager Whitten said staff recommends approval of the Liquor/General License for Robert and Nicole Wilkinson based on clearances from Fire, Sheriff's Office, and Building Department.

Motion: Approval of Liquor/General Licenses for Robert and Nicole Wilkinson, **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

28. DISCUSSION/POSSIBLE ACTION: Approval of Liquor/General/Gaming License for Vincent Malfitano, Bonanza Casino and Saloon located at 27 C Street, Virginia City, NV 89440.

29. DISCUSSION/POSSIBLE ACTION: Approval of Liquor/General/Gaming License for Vincent Malfitano, Delta Saloon and Casino located at 18 South C Street, Virginia City, NV 89440.

30. DISCUSSION/POSSIBLE ACTION: Approval of Liquor/Business License for Virginia City Brewery & Taphouse LLC located at 62 North C Street, Virginia City, NV 89440.

Mr. Whitten said staff recommends approval of the Liquor/General License for Virginia city Brewery & Taphouse based on clearances from Fire, Sheriff's Office, and Building Department.

Motion: Approval of Liquor/General Licenses for Virginia City Brewer & Taphouse, **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

COMMUNITY DEVELOPMENT AND PLANNING

31. FOR POSSIBLE ACTION, LICENSING BOARD SECOND READINGS:

- a. SOUTHWEST STEEL, LLC - Contractor / 280 Sunpac Ave ~ Henderson (steel erector)
- b. LEGACY SPECIALTIES, INC. - Contractor / 2567 Nowlin Road #104 ~ Minden (drywall contractor)
- c. ASPEN DEVELOPMENTS CORP - Contractor / 2340 East Fifth Street ~ Reno (excavation contractor)
- d. COMSTOCK CHRONICLE OF VIRGINIA CITY - HB / 2187 Main Street ~ Gold Hill (newspaper)
- e. NOTHING BUT SKULLS VIRGINIA CITY NV - General / 11 North C Street (Retail Sales) VC
- f. REDTALON ENTERPRISES, LLC - HB / 21540 Sazarac Rd (FFL Type 7, Firearms R&D) VCH
- g. ARNOLD MACHINERY COMPANY - Contractor / 2975 West 2100 South ~ Salt Lake City
- h. IONIX, LLC - General / 3033 Waltham Way, Unit 5 (metal fabrication) location change TRI
- i. RICH DOSS, INC. - General / 201 Wild Horse Canyon Drive (transportation) MCC

Dean Haymore, Community Development Director, requests that Items e., h., and i. be continued.

Motion: Continue items e., h., and i. **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

Mr. Haymore requests approval of a., b., c., d., f., and g.

Motion: Approve items a., b., c., d., f., and g. **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

32. PUBLIC COMMENT (No Action)

No public comment.

33. ADJOURNMENT

The meeting was adjourned by the call of the Chair at 11:30am

Respectfully submitted,

By Vanessa Stephens
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 1, 2015

Estimate of time required: 0 min

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. For possible action approval of Payroll Checks date 05/22/15 \$311,350.23 and Accounts payable checks date 05/15/15 for \$394,641.84 and \$2,515.52.

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

3. Prepared by: Hugh Gallagher

Department: Comptroller

Telephone: 775 847-1006

4. Staff summary: Please find attached the claims

5. Supporting materials: Attached

6. Fiscal impact:

Funds Available: NA

Fund: NA

__NA__ Comptroller

7. Legal review required:

__NA__ District Attorney

8. Reviewed by:

VS Department Head

Department Name: Comptroller

[Signature] County Manager

Other agency review: _____

9. Board action:

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

Payroll Type: Regular Check Date: 05/22/15 Period-end Date: 05/17/15
Payroll Groups: 1 2 3 4 5 6 7 8

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:			47,540.16
Total Deductor Checks:			7,588.47
Total Employee Checks:			1,012.42
Total Employee Direct Deposit:			227,581.44
Total Employee Deds Xferd on Dir Dep File:			6,842.50
Total User Transfer to Deductor:			20,785.24
Total Disbursed:			311,350.23

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN	COMMISSIONER	COMMISSIONER
COMPTROLLER		
TREASURER		

Report No: PB1315
Run Date : 05/13/15
CHECK
NUMBER

STOREY COUNTY
CHECK REGISTER 5/15/15

Page 1

VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
82152 ADVANCED DATA SYSTEMS INC	CSC E-REC INTEGRATION		5/15/15	72968	157.50	157.50
82153 AIRGAS NCN INC	EMS SUPPLIES		5/15/15	72894	22.80	
82154 ALSCO INC	EMS SUPPLIES		5/15/15	72894	64.35	87.15
	ST 71 LAUNDRY		5/15/15	72895	13.84	
	ST 72 LAUNDRY		5/15/15	72895	8.77	
	ST 74 LAUNDRY		5/15/15	72895	10.52	
	SHOP		5/15/15	72832	45.69	
	SHOP		5/15/15	72832	50.79	
	CH		5/15/15	72832	36.80	166.41
82155 AMSTARDAM PRINTING/LITHO	SUNRISE STYLUS PENS		5/15/15	72937	654.19	654.19
82156 AT&T MOBILITY II LLC	INTERNET FOR IPADS		5/15/15	72920	96.11	96.11
82157 AT&T MOBILITY II LLC	911 SYSTEM UPGRADE SERCOGR		5/15/15	72915	30,000.00	30,000.00
82158 AVS DEVELOPMENT LTD	EMS INVOICES		5/15/15	72896	159.75	159.75
82159 BANK OF AMERICA #2704	ST 74 BULBS/BATTERIES		5/15/15	72897	51.91	
	POSTAGE		5/15/15	72897	19.99	
	ST 75 NEW LOCKS		5/15/15	72897	228.00	
	DOZER CHASE BUILD		5/15/15	72897	209.13	
	ST 75 VACUUM REPAIR		5/15/15	72897	125.00	
	FLASH LIGHT BATTERIES		5/15/15	72897	111.00	
	GARAGE DOOR BATTERIES		5/15/15	72897	2.00	
	EAR PLUGS		5/15/15	72897	27.59	
	ST 74 SIGNS		5/15/15	72897	19.88	
	PATROL 71 REPAIRS		5/15/15	72897	79.91	
	WEED SPRAYING		5/15/15	72897	175.00	
	POSTAGE		5/15/15	72897	55.02	
	PICKLES TRAINING		5/15/15	72897	1.15	
	DOZER CHASE BUILD		5/15/15	72897	75.00	
	DOZE CHASE OVERCHG W/TAX		5/15/15	72897	46.04	
	DOZER CHASE BUILD		5/15/15	72897	665.44	
	DOZER CHASE BUILD		5/15/15	72897	59.37	
	DOZER CHASE BUILD		5/15/15	72897	33.60	
	DOZER CHASE BUILD		5/15/15	72897	25.68	
	PARKING 033115		5/15/15	72897	28.00	2,038.71
82160 BENDER, DEBORAH	APRIL 23-MAY 6, 2015		5/15/15	72939	30.00	30.00
82161 BRANDON, RUSSELL D	MILLER AD15006 STORAGE		5/15/15	72936	60.00	60.00
82162 BREYLLINGER, SUSAN LYNN			5/15/15	72893	200.00	200.00
82163 BURRELL, SCOTT LEWIS	APRIL 23-MAY 6, 2015		5/15/15	72940	82.50	
			5/15/15	72940	8.00	
			5/15/15	72940	161.00	
			5/15/15	72940	13.50	265.00
82164 BUSINESS & PROFESSIONAL	COLLECTION SERVICES		5/15/15	72898	43.93	43.93
82165 BUSINESS SERVICES & DEVEL	POS INSTALLATION FOR KM		5/15/15	72941	130.00	

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CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
82165	C & W LOCK, GLASS & SAFE	SHOP- KEY		5/15/15	72831	2.50	130.00
82167	CANYON GENERAL IMPROVEMEN	WATER & SEWER LOCKWOOD		5/15/15	72883	46.50	2.50
82168	CAPITAL CITY AUTO PARTS	IT54235-FILTER SEWER PLANT-TRAILER BALL SHOP-GUAGE, CREEPER LW PARK-MOWER SPARK PLUG DC-74- FILTER FR42861- SEAL STOCK-FILTERS FR31197-FITTING FR31197-FITTINGS FR31197- FITTING MOWER- FILTER PW21054-RETAINER		5/15/15 5/15/15 5/15/15 5/15/15 5/15/15 5/15/15 5/15/15 5/15/15 5/15/15 5/15/15 5/15/15	72833 72833 72833 72833 72833 72833 72833 72833 72833 72833 72833	6.69 116.96 140.77 4.84 6.59 41.18 78.31 4.08 12.52 21.96 6.99 16.47	46.50
82169	CARSON VALLEY OIL CO INC	PW-UNL & DSL PW-UNL & DSL		5/15/15 5/15/15	72834 72834	2,342.94 1,985.50	457.36
82170	CASELLE INC	JUNE SUPPORT		5/15/15	72835	202.00	4,328.44
82171	CELLCO PARTNERSHIP	INV#9743474304 APRIL WIFI		5/15/15	72963	40.01	202.00
82172	CENTRAL SANITARY SUPPLY	SOAP & TP DAMP MOP DISINFECTANT		5/15/15 5/15/15	72874 72874	275.39 55.89	40.01
82173	CHANDLER, ROBERT C	STEEL TOE SHOES CHANDLER		5/15/15	72921	134.99	331.28
82174	CHARM-TEX	WAIST CHAIN		5/15/15	72881	510.30	134.99
82175	CHARTER COMMUNICATIONS HL	500 SAM CLEMENS MTCC		5/15/15	72916	122.54	510.30
82176	CHIEF SUPPLY CORP	CITATION FORMS		5/15/15	72875	61.52	122.54
82177	CITY OF CARSON TREASURER	STOREY CO DRUG COURT FEES		5/15/15	72826	20.00	61.52
82178	COLLECTION SERVICE OF NEV	GARNISHMENT		5/15/15	72873	200.40	20.00
82179	COMSTOCK CHRONICLE (VC)	ORD 15-263 ORD 15-265 JOB OPENING ADVERTISMENT		5/15/15 5/15/15 5/15/15	72812 72912 72943	108.00 135.00 67.50	200.40
82180	CONWAY COMMUNICATIONS	PHONE MAINT		5/15/15	72926	80.00	310.50
82181	CRESTA, OCTAVIO A	APRIL 23-MAY 6, 2015		5/15/15	72942	60.00	80.00
82182	CROWN BEVERAGES INC	SARSAPALLA		5/15/15	72944	82.00	60.00
82183	DAIHOUS USA INC	CH DRINK WATER ST 72 WATER ST 71 WATER ST 74 WATER WATER FILTER/COOLER		5/15/15 5/15/15 5/15/15 5/15/15 5/15/15	72841 72899 72899 72899 72880	51.90 73.95 30.95 36.95 82.85	82.00
82184	DIMARZO, ARMOUR B						276.60

VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
82185 ELLIOTT AUTO SUPPLY INC	CAP REIMBURSEMENT		5/15/15	72938	250.00	250.00
	ITS4235-BRAKES		5/15/15	72836	237.37	
	ITS4235- BRAKE DRUM		5/15/15	72836	75.94	
	FR42861-ROTORS		5/15/15	72836	449.63	
	FR42861-BLADERS		5/15/15	72836	15.96	
	PW30486-DEL31		5/15/15	72836	330.12	
	SHOP-A/C CAP		5/15/15	72836	6.00	
	SHOP- REFRIGERANT		5/15/15	72836	79.00	
	ITS4235- BRAKE DRUM		5/15/15	72836	34.03	
	ITS4235-BRAKE DRUM CREDIT		5/15/15	72836	41.77-	
	ITS4235-DRUM,CALIPERS		5/15/15	72836	34.03-	
	PW25233-SP ARM		5/15/15	72836	17.58	
	PW21054-EXHAUST MANIFOLD		5/15/15	72836	206.93	
	PW21054-WIRE KIT		5/15/15	72836	72.13	
	PW21054-EX MANIFLD		5/15/15	72836	304.90	
	PW21054- FUEL MOD KIT		5/15/15	72836	192.57	
	PW21054- EXHAUST MANI RET		5/15/15	72836	160.49-	
	STOCK-BRAKE CLEAN		5/15/15	72836	47.76	
	ITS4235- BRAKE DRUM		5/15/15	72836	68.06	
	FR51842- DEL 65PG		5/15/15	72836	207.82	2,109.51
82186 EWING IRRIGATION PRODUCTS	CH - RAINBIRD		5/15/15	72837	32.89	32.89
82187 FARMER BROS CO	COFFEE- LCKWD SENIOR CNTR		5/15/15	72849	53.95	53.95
82188 FARR WEST ENGINEERING	LOT DESIGN & PLANS		5/15/15	72847	7,199.13	
	ENGINEERING FEES		5/15/15	72847	52,241.63	
	SIX MILE MITIGATION		5/15/15	72850	5,630.00	65,070.76
82189 FAST GLASS INC	PW63742-BACK GLASS		5/15/15	72838	175.00	175.00
82190 FERGUSON ENTERPRISES INC	STOCK- BRS NIP		5/15/15	72839	19.20	19.20
82191 FERRELLGAS LP	201/205 S C ST SCDA/SO		5/15/15	72933	79.31	
	JAIL		5/15/15	72882	364.46	
	CH PROPANE		5/15/15	72840	422.70	
	ST 74 PROPANE		5/15/15	72900	53.74	920.21
82192 FLYERS ENERGY LLC	LW- DSL & REG		5/15/15	72842	985.88	985.88
82193 GLADDING, EDWARD A.	INVESTIGATIVE SVCS PURADM		5/15/15	72932	1,659.00	1,659.00
82194 GLOR INC	ST 74 GARAGE DOOR REPAIRS		5/15/15	72906	403.00	403.00
82195 GRAN, NANCY J	GARNISHMENT		5/15/15	72872	319.43	319.43
82196 GRANSBERRY, TOM	7 HOURS		5/15/15	72892	315.00	315.00
82197 GTP INVESTMENTS LLC	POND PEAK QUAD COUNTY		5/15/15	72886	540.80	
	POND PK RENT		5/15/15	72928	328.98	
	UTILITIES		5/15/15	72929	40.00	909.78
82198 HAXTON, FRANK O	VIDEO EDITING SERVICES		5/15/15	72945	585.00	585.00
82199 HENRY SCHEIN	EMS SUPPLIES		5/15/15	72901	591.23	

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82200	HERRON, CHARLES	EMS SUPPLIES		5/15/15	72901	46.96	
		EMS SUPPLIES		5/15/15	72901	9.78	
		EMS SUPPLIES		5/15/15	72901	31.73	679.70
82201	HISTORIC FOURTH WARD SCHO			5/15/15	72845	2.26	2.26
82202	HOME DEPOT CREDIT SERVICE	APRIL 23 - MAY 6, 2015		5/15/15	72946	24.50	24.50
		WATER-STRAP WRENCH		5/15/15	72843	19.98	
		1705 PERU-COVE BASE		5/15/15	72843	192.62	
		LMSC- WINDOW MATERIALS		5/15/15	72843	104.71	
		LMSC- WINDOW MATERIALS		5/15/15	72843	35.49	
		LMSC-WINDOW MATERIALS		5/15/15	72843	42.84	
		PIPE SHED		5/15/15	72843	31.44	
		POWER CABLES OUTLET BOX		5/15/15	72885	90.41	
		TOOLS SCREWS PLYWOOD		5/15/15	72885	283.53	801.02
82203	HYDRAULIC INDUSTRIAL SERV	FR31197-O-RINGS		5/15/15	72844	12.81	
		T71- RUN TEE		5/15/15	72844	15.70	28.51
82204	ICON ENTERPRISES INC	WEBSITE YEARLY MAINT FEE		5/15/15	72889	3,820.96	3,820.96
82205	INNOVATIVE IMPRESSIONS	BUS CDS KRISTEN CHANDLER		5/15/15	72922	56.00	56.00
82206	IRON MOUNTAIN INFO MGT IN	NT147 / FILM STOR MAY 15		5/15/15	72969	266.33	266.33
82207	ITI SOURCE LLC	SPEAKERS JESSICA JUSTICE		5/15/15	72888	41.00	
		4X 32GB CARDS CH CAMERAS		5/15/15	72888	84.08	
		BACKUP TAPE SAFE		5/15/15	72888	161.15	286.23
82208	JEP LLC	E74- DISPUTE//FINAL!		5/15/15	72846	1,420.92	
		TO REPAY CR TAKEN TWICE		5/15/15	72846	127.55	
		PM48223- TACH		5/15/15	72846	414.31	
		WATER TRUCK-PUMP		5/15/15	72846	304.99	2,267.77
82209	KIECHLER, CHRISTIAN A	APRIL 23-MAY 6, 2015		5/15/15	72947	144.00	
		15CR00015 1F		5/15/15	72947	3.00	147.00
82210	KNECHT, RAQUEL	CAP REIMBURSABLE		5/15/15	72960	100.87	100.87
82211	LA VAKE, BARBARA S.	CFO TRAINING-HICKS		5/15/15	72852	105.00	105.00
82212	LEE JOSEPH INC	COMPTROLLER PC		5/15/15	72887	270.00	270.00
82213	MA LABORATORIES INC	JEFH15-IND CREMATION		5/15/15	72879	1,011.59	1,011.59
82214	MCCAFFERY FAMILY LIMITED	TESLA PRESS CLIPPINGS		5/15/15	72830	500.00	500.00
82215	MCCOMBS, JOHN N	CREDIT FOR BROKEN BINDER		5/15/15	72828	65.00	65.00
		BOC BUDGET REPLACEMENT		5/15/15	72828	5.18	
		ENVELOPES		5/15/15	72934	462.80	
		POST-ITS,LABELS,NOTEPADS		5/15/15	72913	48.31	
				5/15/15	72913	25.17	
				5/15/15	72828	79.59	

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NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK#	TOTAL
82217	MICHAEL HOHL MOTOR CO	PBT BATTS, INV FLASHDRIVE		5/15/15	72863	59.68		1,128.41
82218	MORGAN TIRE OF SACRAMENTO	PAPER & ORGANIZER		5/15/15	72863	109.95		31,242.75
82219	MORRIS, ROBERT T	OFFICE SUPPLIES		5/15/15	72902	43.98		414.08
82220	MOUNDHOUSE HARDWARE	PAPER & BOWERS INK		5/15/15	72863	87.95		6,450.00
		TONER		5/15/15	72863	73.14		346.81
		OFFICE SUPPLIES		5/15/15	72966	116.74		
		OFFICE SUPPLIES		5/15/15	72966	21.10		1,128.41
		FIRE PREVENTION TRUCK		5/15/15	72903	31,242.75		31,242.75
		R-75/ TIRES		5/15/15	72853	414.08		414.08
		SALT FOR ST 72 WATER SYS		5/15/15	72935	6,450.00		6,450.00
		EYE BOLTS & ROPE CLIPS		5/15/15	72904	299.88		299.88
				5/15/15	72854	46.93		46.93
		APRIL EOM		5/15/15	72927	2,164.00		2,164.00
		APRIL EOM		5/15/15	72927	150.00		150.00
		RECORDER CERT COPIES/DV		5/15/15	72823	585.07		585.07
		APRIL EOM		5/15/15	72927	75.00		75.00
		APRIL EOM		5/15/15	72927	125.00		125.00
		APRIL EOM		5/15/15	72927	312.00		312.00
		MARCH 15 COUNTY MATCH		5/15/15	72861	3,601.19		3,601.19
		FINGERPRINTS		5/15/15	72864	1,338.75		1,338.75
				5/15/15	72958	32.10		32.10
		01/17/15 - 01/31/15		5/15/15	72911	1,236.00		1,236.00
		12/20/14 - 12/27/14		5/15/15	72911	930.54		930.54
		01/03/15 - 03/28/15		5/15/15	72911	2,723.11		2,723.11
		12/20/14 - 03/28/15		5/15/15	72911	4,944.00		4,944.00
		02/07/15 - 02/14/15		5/15/15	72911	211.38		211.38
		GRANT NV MAG ADVERTISING		5/15/15	72959	1,925.00		1,925.00
		APRIL EOM		5/15/15	72919	35.00		35.00
		MONTHLY PORTAL FEE		5/15/15	72923	50.00		50.00
		PORTAL MAINT		5/15/15	72905	50.00		50.00
		PORTAL MAINT		5/15/15	72905	50.00		50.00
		PORTAL MAINT		5/15/15	72905	50.00		50.00
		FEES COLLECTED		5/15/15	72827	43.93		43.93
		COMM DEVELOPMENT		5/15/15	72868	242.80		242.80
		PLANNING COMMISSION		5/15/15	72868	1,158.30		1,158.30
		PROTEK 301 2 -30 DRUMS		5/15/15	72856	1,211.00		1,211.00
		5/04/15 - 05/31/15		5/15/15	72948	586.00		586.00
		APRIL 23-MAY 6, 2015		5/15/15	72949	122.00		122.00

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VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
82234	PHYSIO CONTROL INC					320.00
82235	POWERPLAN		5/15/15	72907	320.00	122.00
82236	MEDICAL PRIORITY DISPATCH		5/15/15	72857	170.82	170.82
82237	PROFESSIONAL FINANCE CO I		5/15/15	72925	98.00	98.00
82238	PROTECTION DEVICES INC		5/15/15	72871	216.01	381.63
82239	PUBLIC EMPLOY RETIREMENT		5/15/15	72871	165.62	75.00
82240	RAPID SPACE LLC		5/15/15	72930	75.00	2,620.67
82241	RENO GREEN LANDSCAPING IN		5/15/15	72829	2,620.67	2,000.00
82242	RUPPCO INC		5/15/15	72867	373.00	373.00
82243	SAFEGUARD WEB & GRAPHICS		5/15/15	72909	233.10	233.10
82244	SCHAFER, JOHN A.		5/15/15	72950	469.26	469.26
82245	SHOAF, BRIAN ALLEN		5/15/15	72951	105.00	105.00
82246	SIERRA PEST CONTROL INC		5/15/15	72952	16.50	16.50
82247	SLICK INDUSTRIES LLC DBA		5/15/15	72869	100.00	150.00
82248	SPALLONE, DOMINIC J III		5/15/15	72869	50.00	465.00
82249	SPB UTILITY SERVICES INC		5/15/15	72953	405.00	333.45
82250	ST CO SCHOOL DISTRICT		5/15/15	72910	333.45	1,872.00
82251	ST CO SENIOR CENTER (VC)		5/15/15	72824	172,758.76	173,040.76
82252	ST CO WATER SYSTEM		5/15/15	72954	282.00	1,075.28
	TIRES-SENIOR VEHICLES CDBG		5/15/15	72851	1,075.28	
			5/15/15	72859	124.96	
			5/15/15	72962	230.08	
			5/15/15	72859	136.64	
			5/15/15	72859	130.80	
			5/15/15	72859	119.12	
			5/15/15	72859	130.80	
			5/15/15	72859	136.49	
			5/15/15	72859	162.72	
			5/15/15	72859	119.12	
			5/15/15	72859	522.42	
			5/15/15	72859	119.12	
			5/15/15	72859	56.62	
			5/15/15	72859	415.52	
			5/15/15	72859	108.42	
			5/15/15	72859	177.52	

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CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
82253	STARCAP MARKETING LLC	372 C ST		5/15/15	72859	119.12	
82254	SUN PEAK ENTERPRISES	APEX SKETCH LIC FOR SAM		5/15/15	72859	60.32	
				5/15/15	72859	56.62	2,983.03
				5/15/15	72962	56.62	
				5/15/15	72964	295.00	295.00
82255	SUNRIDGE SYSTEMS INC	APRIL 23-MAY 6, 2015		5/15/15	72955	7.50	
				5/15/15	72955	425.00	432.50
82256	T L ASHFORD & ASSOCIATES	RIMS SUPPORT 14/15		5/15/15	72865	10,115.00	10,115.00
82257	THE REINALT-THOMAS CORPOR	BARCODE SOFTWARE 14/15		5/15/15	72967	295.00	295.00
82258	TIJSELSING, DICK G	COMMISSIONERS-TIRE		5/15/15	72858	38.50	38.50
82259	TRI GENERAL IMPROVEMENT	CABERNET SAUVIGNON		5/15/15	72961	240.00	240.00
		1705 PERU -W/S		5/15/15	72862	130.81	
		1705 PERU -IRR		5/15/15	72862	152.11	282.92
82260	UNIFORMITY OF NEVADA LLC	GRAY CORRECTIONS UNIFORM		5/15/15	72876	337.60	337.60
82261	VIRGINIA & TRUCKEE RR CO	APRIL 23-MAY 6, 2015		5/15/15	72956	1,410.00	1,410.00
82262	VIRGINIA CITY TOURS INC	APRIL 23-MAY 6, 2015		5/15/15	72957	704.00	
				5/15/15	72957	16.00	720.00
82263	WA STATE DEPT OF CORRECT	INMATE FOOD		5/15/15	72870	2,466.08	2,466.08
82264	WASHOE CO CORONER	TOXICOLOGY X 2		5/15/15	72878	395.00	395.00
82265	WASHOE COUNTY, NEVADA	DNA TESTING NRS 176.0915		5/15/15	72825	138.00	138.00
82266	WESTERN ENVIRONMENTAL LAB	ALK,TTL COLI,TTL ORG COLI		5/15/15	72877	145.00	
		O2,FECAI,PH,NITRO,SOLIDS		5/15/15	72877	206.00	
		TOTAL COLIFORM		5/15/15	72877	20.00	371.00
82267	WESTERN NEVADA SUPPLY CO	WATER TANK 10 STL WELD		5/15/15	72890	292.28	
		WATER TANK-10 STL WELD		5/15/15	72890	292.28	
		WATER TANK 90'S		5/15/15	72890	487.51	
		FR31197-ROMA ASEAL CLAMP		5/15/15	72890	533.32	1,020.83
82268	ZEE MEDICAL INC	POOL-FIRST AID REFILLS		5/15/15	72891	120.65	120.65
		CHECKS TOTAL					394,641.84

PC
NUMBER VENDOR FUND-DEPT INVOICE #

52 WELLS ONE COMMERCIAL CARD

PAYMENT

BOWERS 042715
C.NEVIN- WINNERS
DD WINNERS CROSSING
FAIN AMAZON CHAIR
FUDDRUCKER
IAAO
J.FAIN/RED DOG LUNCH
J.FAIN/SMITHS 024832
KEENER 050715
KM KIMMIE CANDY
OFFICE DEPOT
OSBORNE SHRM 6/28
REC OFFICE
SCDDA/SCDDA BUS CARDS
SCDDA STATE BAR CLE
108-3295482-0452251
108-3295482-0452251
138011663
8560001077510

DESCRIPTION DATE TRANS# AMOUNT
GAS, HOTEL TO LV 5/15/15 1446 149.49
CAR WASH EX62268 5/15/15 1446 6.00
M FIELD CORRECT SIZE 5/15/15 459 24.00
REAPER & MEET W/LCKWD 5/15/15 456 163.54
COST APPR COURSE FOR S 5/15/15 458 39.60
DISCUSS CAP IMP FUND F 5/15/15 458 125.00
FLOWERS SARAH DILLON 5/15/15 456 19.36
PACKING PAPER, REIMBUR 5/15/15 1446 32.31
CALC RET. CHAIR MAT ENV 5/15/15 1446 9.08
CONFERENCE IN VEGAS 5/15/15 458 134.40
COFFEE GC REC ASSN NV 5/15/15 460 42.98
050715 RENO NATL JUD C 5/15/15 457 1,475.00
KLEENEX 5/15/15 457 45.00
DOOR LOCK 5/15/15 461 42.99
DSL STATION #74 5/15/15 461 120.00
RETURNED PRODUCT HD 5/15/15 1446 43.21
461 83.66
1446 79.00
461 119.00-

Card Total

2,515.52

2,515.52

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION DATE

CW Signed for B. Gallagher 5-13-15
COMPTROLLER

TREASURER

CHAIRMAN

COMMISSIONER

COMMISSIONER



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 6/2/15

Estimate of time required:

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** Montgomery Turner, Personal Defense

2. **Recommended motion** Approve as part of consent agenda.

3. **Prepared by:** Brandy Gavenda

A handwritten signature in black ink, appearing to be "Brandy Gavenda", is written over the text.

Department: SCSO

Telephone: 775-847-0959

4. **Staff summary:** Requesting a business license for CCW Instructor in Storey County

5. **Supporting materials:** See attached Agenda letter

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Gerald Antinoro

A handwritten signature in black ink, appearing to be "Gerald Antinoro", is written over the text.

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.



STOREY COUNTY SHERIFF'S OFFICE

Gerald Antinoro
Sheriff

May 15, 2015

To: Vanessa Stephens, Clerk's Office
Pat Whitten, County Manager

Fr: Brandy Gavenda

A handwritten signature in black ink, appearing to read "Brandy Gavenda".

Please add the following item(s) to the June 2, 2015 Commissioners Consent Agenda:

LICENSING BOARD
FIRST READING:

A. Montgomery Turner, Personal Defense – CCW Instructor

PO Box 498
205 South C Street
Virginia City, NV 89440
Office: (775) 847-0959 Fax: (775) 847-0924



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 6-1-15

Estimate of time required: 0 - 5

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** Business License First Readings

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

3. **Prepared by:** Stacey Bucchianeri

Department: Community Development

Telephone: 847-0966

4. **Staff summary:** First readings of submitted business license applications are normally approved on the consent agenda. The applications are then submitted at the next Commissioners' meeting for approval.

5. **Supporting materials:** See attached Agenda Letter

6. **Fiscal impact:** None

Funds Available:

Fund:

___ Comptroller

7. **Legal review required:** None
___ District Attorney

8. **Reviewed by:**
___ Department Head
___ County Manager

Department Name: Community Development

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

Storey County Community Development

Business Licensing



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

To: Vanessa Stephens, Clerk's Office
Pat Whitten, County Manager

May 22, 2015
Via email

Fr: Stacey Buccianeri

Please add the following item(s) to the **June 1, 2015**, COMMISSIONERS Consent Agenda:

LICENSING BOARD FIRST READINGS:

- A. **SOLAR CITY CORPORATION** – Contractor / 3055 Clearview Way ~ San Mateo, CA (solar install.)
- B. **TESLA MOTORS, INC.** – General / Gigafactory Electric Avenue (manufacturing) TRI
- C. **SEQUEL ELECTRICAL SUPPLY, LLC** – 1425 4th Street ~ Meridian, MS (electrical contractor)
- D. **EDWARDS ELECTRIC SERVICE, LLC** – 6222 St. Louis Street ~ Meridian, MS (electrical contractor)
- E. **SMITH STORAGE SYSTEMS** – 18875 Mesquite Avenue ~ Reno (racking installer)

Inspection Required

ec: Chris Hood, Building Dept.
Austin Osborne, Planning Dept.
Dean Haymore, Economic Dev.

Gary Hames, Fire Dept.
Patty Blakely, Fire Dept.
Fritz Klingler, Fire Dept.

Sheriff's Office
Assessor's Office
Commissioners' Office



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 1, 2015

Estimate of time required: 30 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Discussion and possible action to approve the Governmental Services Agreement for Storey County Economic Diversification District No. 1 between Storey County, Storey County Fire Protection District and Tesla.

2. **Recommended motion:** I move to approve the Governmental Services Agreement for Storey County Economic Diversification District No. 1 between Storey County, Storey County Fire Protection District and Tesla.

3. **Prepared by:** Robert Morris, outside counsel Pat Whitten, County Manager
Department: District Attorney's & Commissioner's Office **Tel:** 847-0964/847-0968

4. **Staff summary:**

The Economic Diversification Act, S.B. 1, 28th Special Sess. (Nev. 2014) allows Storey County to create an economic diversification district to provide economic development incentives and pledge an amount equal to the proceeds of all the sales and use taxes as reimbursement payments for the costs incurred by the lead participant. The Board has passed Ordinance 14-260 (Continued on next page.)

5. **Supporting materials:** Governmental Services Agreement

6. **Fiscal impact:** The agreement will provide additional revenue for governmental services.

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:

creating the Storey County Economic Diversification District No. 1. Ordinance 14-260 is not effective until Storey County enters an agreement with one or more owners of property in the district to defray in whole or in part the cost of local government services. This is the Governmental Services agreement.

The Economic Diversification Act permits the abatement of real and personal property taxes for 10 years and the abatement of a portion of the sales and use tax and reimbursement of non-abated sales and use tax for 20 years. As a result of the abatement and reimbursement of taxes that the County would normally receive to pay for governmental services within the District, both the County and the Fire District face budget shortfalls in providing governmental services in the District.

Since the announcement last fall that Tesla had chosen Storey County as the site for their new "Gigafactory", County staff and Tesla have negotiated hundreds of points of interest for both parties on the four Tesla related documents presented at previous Commission meetings as well as today. These negotiations have consistently been conducted in a business-friendly atmosphere that has been focused on finding solutions that are fair both to Storey County and to Tesla. Staff is pleased to advise you that we have mutually reached conceptual agreement on all points.

This agreement with Tesla embodies their desire to assist the County by making payments to the County intended to defray the cost of governmental services in the District. The agreement includes section 5 that requires Tesla to make annual payments for 9 years with the agreement ending on the same day as the last day of the property tax abatement. The negotiations on the costs currently have Tesla paying for 100% of the staffing costs that the County and Fire District anticipate for the first three years. The years 4 through 9 have a formula derived amount that the county will receive based on a method to determine Tesla's annual fee using assessed value and number of employees. Tesla has also agreed to reimburse the County for costs incurred to acquire and equip a used fire apparatus that is somewhat unique to buildings of their design.

In closing, Storey County staff, including counsel, wishes to extend our deepest gratitude and appreciation to Tesla and their partners for selecting Storey County and negotiating in a spirit of true fairness and partnership. They have willingly agreed to fully fund minimum staff levels at Fire Station 75 for the first 3 years, while knowing that our staff will serve not only the Tesla project, but throughout TRI Center and the Fire District. They have also been amenable to countless other suggested provisions and again, have consistently performed as great partner in our business community. We are most fortunate to be affiliated with them.

GOVERNMENTAL SERVICES AGREEMENT

for Storey County Economic Diversification District No. 1 (Tesla)

between Storey County, Storey County Fire Protection District, and Tesla

This Governmental Services Agreement (the "Agreement") is made and entered into as of this ____ day of June, 2015, to be retroactive to October 17, 2014 (the "Effective Date") by and among **TESLA MOTORS, INC.**, a Delaware corporation, having offices at Electric Avenue, Sparks, Nevada 89434 ("Tesla" or "Lead Participant"), **STOREY COUNTY, NEVADA** a political subdivision of the State of Nevada (the "County") and the **STOREY COUNTY FIRE PROTECTION DISTRICT**, a political subdivision of the State of Nevada (the "Fire District"). Tesla and the County and the Fire District are referred to as the "Parties."

RECITALS

Whereas, pursuant to S.B. 1, 28th (2014) Special Session of the Nevada Legislature, (the "Economic Diversification Act"), the County has the power to create an economic diversification district for the development of property within the jurisdiction of the County for the purpose of acquiring, improving, equipping, and developing a qualified project; and

Whereas, pursuant to the Economic Diversification Act, section 35, the County may enter into an agreement with an owner of any interest in property located within an economic diversification district, pursuant to which that owner would agree to make payments to the County or other local government that provides services within the economic diversification district, to defray in whole or in part the cost of providing governmental services within the district; and

Whereas, pursuant to the Economic Diversification Act, section 31, the Board of County Commissioners of Storey County, Nevada (the "Board") has adopted Ordinance No. 14-260, the Economic Diversification District Creation Ordinance (the "Ordinance") creating Storey County Economic Diversification District No. 1 (Tesla) in Storey County, Nevada (the "District") which becomes effective on approval and execution of this Agreement; and

Whereas the County and the Fire District will provide governmental services within the District including, but not limited to, fire protection, sheriff, assessor and emergency medical; and

Whereas, the Parties all acknowledge that, as a result of the abatement of sales and use tax and property tax that the County would normally receive to pay for governmental services within the district, there is a resulting budgetary difficulty facing the County and the Fire District in providing governmental services within the District; and

Whereas, Tesla, as the Lead Participant in the District, desires to assist the County by making payments to the County intended to enable the County and the Fire District to provide governmental services in the District during this period of budgetary difficulty; and

Whereas, in an effort to address the situation just described and to fulfill the Economic Diversification Act, Section 35, Tesla, together with the County and the Fire District,

all desire to set forth the terms pursuant which Tesla will make payments to the County to defray in whole or in part the cost of providing the governmental services within the District during the term of this Agreement.

Now, therefore, in consideration of the premises set forth above and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Term. This Agreement will remain in effect (the "Term") from the Effective Date until June 30, 2024, unless sooner terminated under the provisions of this Agreement.

2. Governmental services to be provided. The County and Fire District, including, as applicable, such divisions of the County as the sheriff's office, the assessor's office, emergency management and fire protection and emergency medical services units, shall provide the following "Governmental Services" to the standard and in the quantities described in this Agreement, and in any event, at a service level not less than provided by the County to other commercial enterprises located within the County (the "Base Level of Services").

Governmental Services means the following services, as more particularly described on Exhibit A to this Agreement, which will be provided by the County and Fire District, as applicable, within and throughout the District for the benefit of all Participants in the District:

- Sheriff services,
- Fire protection and emergency medical services,
- Assessor and tax appraisal services,
- Road maintenance and clearing services on County-owned roads with public access, and
- Administrative assistance within the recording office, community development office, Sheriff's office, District Attorney's office, and emergency management office.

3. Compliance with Base Levels of Services.

(a) In the absence of extenuating circumstances and subject to the factors described elsewhere in this Section 3, the County and Fire District agree to provide the Base Level of Services for each of the Governmental Services throughout the Term of this Agreement.

(b) The Base Level of Services assumes an average level of demand and activity, and the Parties recognize that Governmental Services provided on any particular day or period may vary based upon special circumstances. However, the expectation is that the County and Fire District will perform each of the Governmental Services at no less than the Base Level of Service, except as otherwise provided herein.

(c) The Base Level of Services may be adjusted to reflect new methodologies and policies, provided that the basic intent of this Agreement is maintained in any adjustment.

(d) In the event of extreme emergency, as declared by the Chairman of Board of County Commissioners or the Governor of the State of Nevada, Governmental Services may be temporarily suspended in all or part of the District, to the extent required by such emergency. The Parties acknowledge that such circumstances are likely to be highly unusual and temporary in nature.

4. Computation of Governmental Services Amount. Each year during the term of this Agreement, Tesla, as an owner of a property interest within the District, agrees to pay the amount determined pursuant to Section 5 below to defray, in whole or in part, the costs of the Governmental Services provided by the County and Fire District in the District. The Parties agree the amounts to be paid by Tesla will be used primarily by the County and Fire District to provide Governmental Services in the District.

5. Payment for Governmental Services.

(a) Tesla agrees to pay the following annual amounts, based upon a June 30th fiscal year, to the County to defray, in whole or in part, the cost of the Governmental Services provided in the District by the County and Fire District during the term of this Agreement:

	<u>Annual Fee</u>	<u>Projected Truck P & I</u>
2016	\$ 785,037	\$ 96,166
2017	\$ 851,224	\$ 96,166
2018	\$ 867,838	\$ 96,166
	<u>Projected Annual Fee</u>	<u>Projected Truck P & I</u>
2019	\$ 348,856	\$ 96,166
2020	\$ 381,454	\$ 96,166
2021	\$ 388,166	\$ 96,166
2022	\$ 471,617	\$ 96,166
2023	\$ 479,954	\$ 96,166
2024	\$ 488,458	\$ 96,166

(b) On or about April 1, 2018 and again on or about April 1, 2021, the Parties agree to meet to re-determine Tesla's annual fee payments to the County to defray, in whole or in part, the cost of the Governmental Services provided in the District by the County and the Fire District during the next succeeding three years of the term of this Agreement (County Fiscal Years ending in 2019-2021 and 2022-2024).

The amount of Tesla payments under this Section 5 shall be initially re-determined using the average of two equally weighted factors measured as of February 28, 2018 and again as of February 28, 2021.

(1) The District's proportionate share of the total occupancy, measured through full-time equivalent ("FTE") headcount, of the Tahoe Reno Industrial Center.

(2) The District's proportionate share of the total assessed value of all real and personal property located in the Tahoe Reno Industrial Center.

Factor (1) above shall be determined using FTE employment data obtained by the County from County business license filings.

Factor (2) above shall be determined using the assessed value found on the County property tax rolls.

The Parties will then adjust the amount of the payments determined using the preceding calculation by taking into account such other factors as they consider relevant in determining the Participant's fair share of the costs of providing Governmental Services in the District.

Other factors which the Parties must consider in this re-determination include, without limitation: (i) the Fire District and the County's current budgetary condition and their resulting ability to provide Governmental Services in the District without financial assistance from Tesla; (ii) the incremental development that has occurred in the Tahoe Reno Industrial Center since the Effective Date of this Agreement; (iii) the resulting impact this incremental development has had on County and Fire District revenues; (iv) any increase in the level of Governmental Services provided in the District that is agreed upon by the Parties; (v) Tesla's historical usage of Governmental Services in the District; (vi) Tesla's proportionate share of the total square footage under roof in the Tahoe Reno Industrial Center; and (vii) an assessment of the financial impact of the District on the provision of local governmental services, including, without limitation, services for police protection and fire protection in the County. Tesla understands that if budgetary conditions within the District continue in years beyond 2018, Tesla will be asked to continue making payments at levels above the actual factored amount. The County understands that Tesla is under no obligation to make payments above the factored amount.

Exhibit B to this agreement contains the methodology and calculations for the projected annual fees in this Section 5 and an example illustrating the application of the methodology.

(c) In addition to the annual fees set forth in the chart on the preceding page, Tesla is responsible for reimbursing the County for the principal and interest costs the Fire District incurs by purchasing and equipping a quintuple combination pumper fire service apparatus valued at approximately \$750,000 upon acquisition; provided, however, that the County must receive advance concurrence from Tesla with the financial terms of the truck purchase and that such concurrence may not be unreasonably withheld by Tesla. Anticipated terms of the truck purchase which are presumptively acceptable to Tesla are annual payments in the amount of \$96,166 based on an annual percentage rate of 2.99% amortized over a 9-year term. Actual payments will be determined based on the final acquisition price and loan terms concurred with by Tesla (which concurrence cannot be unreasonably withheld); provided, however, that in no event shall such annual payments be in excess of \$100,000 over a 9-year term.

In the event that, at any time during the term of this Agreement, one or more additional facilities are constructed in the Tahoe-Reno Industrial Center with building heights exceeding 55', the County hereby agrees to proportionately reduce, on a prospective basis, Tesla's obligation to reimburse the County for the principal and interest costs of the truck purchase. Such reduction shall begin with the first month after the end of the quarter in which a certificate of occupancy is issued by the County for the new facility and continue for the remaining term of this Agreement.

For example, suppose a new building exceeding 55' in height is issued a certificate of

occupancy by the County on May 1, 2018. Tesla's obligation to reimburse the County for the remaining principal and interest costs on the truck purchase as of the beginning of the following quarter (in this example, the quarter beginning July 1, 2018) shall be reduced by 50%. Suppose further that on February 1, 2022, another new building exceeding 55' in height is issued a certificate of occupancy by the County. Tesla's obligation to reimburse the County for the remaining principal and interest costs of the truck purchase as of the beginning of the following quarter (in this example, the quarter beginning April 1, 2022) shall be reduced by 66 2/3%.

(d) Tesla shall pay in advance each annual amount provided for in this Section 5. Such payments shall be made to the County on behalf of the Fire District and the County is responsible for the disbursement of funds to the Fire District as appropriate. Such payments shall be made in four equal installments on a quarterly basis (July 1, October 1, January 1, and April 1).

6. Cooperation, non-exclusivity, conflict.

(a) The County and Fire District agree to cooperate and work together to provide Tesla with the Governmental Services in the District. The Governmental Services provided by the County and Fire District are for health, safety and welfare of the residents and businesses of the County and payments under this agreement do not give Tesla any exclusive rights to the Governmental Services provided.

(b) Conflict. Any conflict between the provisions of this Agreement and any present or future lawful exercise of the County's police powers shall be resolved in favor of the latter.

7. Public Records Law. Tesla acknowledges and agrees that, subject to the limitations and protections of the Economic Diversification Act, all records, documents, drawings, plans, specifications and other materials in the County's possession, including materials submitted by Tesla, are subject to the provisions of the Nevada Public Records Law (NRS 239.005 *et seq.*). Tesla shall be solely responsible for all determinations made by it under such law, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret", "Proprietary" or "Confidential" as it determines to be appropriate.

8. Defaults and remedies.

The following shall constitute an Event of Default by Tesla under this Agreement:

(a) Any representation, covenant or warranty contained in this Agreement which proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to the County after expiration of the cure period set forth below; or

(b) A court having jurisdiction has made or entered any decree or order (1) adjudging Tesla to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of Tesla or seeking any arrangement for Tesla under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (3) appointing a receiver, trustee, liquidator, or assignee of the Tesla in bankruptcy or insolvency or for any of its properties, or (4) directing the winding up or liquidation of Tesla; or

(c) Tesla shall have assigned its assets for the benefit of its creditors (other than pursuant to a security instrument) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within sixty (60) days after such event; or

(d) Any violation of a material provision of this Agreement, which remains uncured within the time set forth below.

Upon the occurrence of an Event of Default hereunder, the County shall first notify Tesla in writing of its purported breach or failure, giving Tesla sixty (60) days from receipt of such notice to cure or, if cure cannot be accomplished within sixty (60) days, to commence to cure such breach, failure or act. In the event Tesla does not then so cure, or commence to cure, within sixty (60) days, the County shall have the right to terminate this Agreement and pursue all rights and remedies available in law and in equity.

9. Remedies Cumulative. The rights and remedies of the Parties under this Agreement are cumulative, and the exercise or failure to exercise one or more of these rights or remedies by either Party will not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default.

10. No Waiver. No failure or delay by either Party in asserting any of its rights or remedies hereunder shall operate as a waiver of any default or of any such right or remedy, nor deprive such Party of its right to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies. Without limiting the generality of the foregoing, the failure or delay by either Party in providing a notice of default shall not constitute a waiver of any default.

11. Prohibition on Assignment or Transfer. Except as provided below, Tesla shall not directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or hypothecation (collectively "Transfer") of the whole or any part of this Agreement without the prior written approval of the County, which will not be unreasonably withheld or delayed. Any such attempt to Transfer this Agreement without the County's consent will be null and void and will confer no rights or privileges upon the purported assignee and will constitute an Event of Default. Notwithstanding the foregoing, Tesla's rights hereunder with respect to the Governmental Services may be transferred to (i) any affiliate of Tesla; or (ii) any person or entity to whom the Tesla's rights with respect to the

Gigafactory Project are transferred in compliance with the transfer/assignment provisions of any applicable agreement between Tesla and the County.

12. No Third-party Rights. The Parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement, except those third parties that are also Participants in the District. There are no third-party beneficiaries other than the Participants in the District. Each participant in the District is deemed to be a third party beneficiary of this Agreement.

13. Notices. All notices and other communications to be given by either Party may be given in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriate Party as follows:

To Tesla: Tesla Motors, Inc.
3500 Deer Creek Road
Palo Alto, California 94304
Attn: Deepak Ahuja
Phone: (650) 681-5100

With Copy to: Alex B. Leath
Bradley Arant Boult Cummings LLP
1819 Fifth Avenue North
Birmingham, Alabama 35203
Phone: (205) 521-8899

To the County: Attn: County Manager, Storey County
P.O. Box 176
Virginia City, Nevada 89440
Phone: (775) 847-0968

Any Party may change its address for notice by written notice to the other Party at any time.

14. Counterparts. This Agreement may be executed on one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same Agreement.

15. Severability. If any section, subsection, clause, phrase, or word of this Agreement is for any reason held invalid, unenforceable or unconstitutional by any court of competent jurisdiction, such section, subsection, clause, phrase, or word shall be deemed a separate, distinct and independent provision and such holding shall not negatively affect the validity of the remaining portions of this Agreement.

16. Applicable law. This Agreement shall be interpreted and enforced under the laws of the State of Nevada. Jurisdiction for all matters triable before a state court shall be in the First Judicial District Court of the State of Nevada.

17. Amendment. Tesla, the County and the Fire District agree to mutually consider reasonable requests for amendments to this Agreement (including any of the Exhibits hereto) that may be made by any of the Parties hereto, provided the requests are consistent with this Agreement and would not substantially alter the basic business terms included herein. Only the Board is authorized to execute any amendments to this Agreement on behalf of the County. Any

alteration, change or modification of or to this Agreement, in order to become effective, will be made in writing and in each instance signed on behalf of each Party. No purported oral amendment to this Agreement shall be valid.

18. Miscellaneous. Paragraph headings are for convenience only and do not effect, limit or modify the content of the provisions of this Agreement. Use of the masculine, feminine, or neuter shall not limit the application of any provision of this Agreement, but each such gender is deemed to include all other gender cases, just as the singular includes the plural, and the plural the singular.

19. Challenge to District. The County and Fire District hereby covenant not to provide any challenge to the existence, organization or validity of the District, and further agree not to amend the Ordinance without the prior written consent of Tesla, and hereby agree to provide reasonable assistance to Tesla in defense of any such challenge by a third party.

20. Dispute Resolution. In the event that any dispute arises between the Parties for any reason under or arising out of this Agreement, the Parties shall promptly meet to discuss the dispute and work in good faith through fair dealing to seek a resolution. In the event that the dispute is not resolved within the earlier of (i) thirty days from the date of such meeting or (ii) sixty (60) days from the date of a Party's request for such meeting to discuss the dispute, the Parties will attempt to mediate the dispute using a professional mediator agreeable to both Parties with business representatives present for at least one session. In the event the dispute is not resolved through mediation, either Party may request to have the matter submitted to arbitration by giving written notice to the other Party to such effect. Immediately upon the giving of such notice, the Parties will attempt to select an arbitrator agreeable to both Parties. If the Parties agree upon an arbitrator, the dispute shall be arbitrated and the proceedings shall be governed by the rules and regulations established by the arbitrator. The location of the arbitration shall be in the County unless otherwise agreed by the Parties, and shall be governed by the laws of the State of Nevada. All decisions by the arbitrator(s) so chosen shall be final and binding upon both Parties and may be enforced by either Party in a court of competent jurisdiction. To the extent possible, the Party found to be at fault shall pay the cost of any such mediation or arbitration. If the Parties cannot agree upon an arbitrator, the dispute shall be submitted to the First District Court of the State of Nevada. The procedures specified herein shall be the sole and exclusive procedures for the resolution of disputes between the Parties arising out of or relating to this Agreement; however, either Party may at any time seek a preliminary injunction or other preliminary judicial relief from the appropriate court or other jurisdictions as the circumstances require to prevent irreparable or immediate damage. Nothing contained herein, shall restrict either Party's right to seek monetary damages in addition to or independent of injunctive relief. Despite such action, the Parties will continue to participate in good faith in the procedures specified herein, which shall survive any termination of this Agreement.

21. Entire agreement. This Agreement is the entire Agreement of the Parties and supersedes all prior negotiations whether written or oral.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

In witness whereof, the Parties have executed this Agreement the day and year first above written.

TESLA:

THE COUNTY AND FIRE DISTRICT

TESLA MOTORS, INC.

STOREY COUNTY, NEVADA

By: _____
Name:

By: _____
Marshall McBride, Chair
Board of County Commissioners
Board of Fire Commissioners

ATTEST:

By: _____
County Clerk

APPROVED AS TO FORM

By: _____
District Attorney's Office

EXHIBIT A

Governmental Services

In consideration of the annual payment by Tesla for governmental services set out in this Agreement the County and the Fire District will provide the following services:

1. The Fire District will staff and operate a fire department at Storey County Fire Station No. 75 during the term of this Agreement to the following minimum standards:
 - a. Provide 6 full-time firefighter/paramedic (minimum) staffing level, with 2 personnel working 48 hours on duty followed by 96 hours off duty;
 - b. Maintain a minimum of 3 of the 6 personnel at a paramedic level certification, which equates to at least 1 paramedic working for 48 hours on duty followed by 96 hours off duty;
 - c. Fire District will maintain this level of staffing unless an emergency exists as declared by the Board of Fire Commissioners;
 - d. Fire District is responsible for providing adequate and appropriate training for all fire fighter, EMS and paramedic personnel at their own expense;
 - e. Fire District will maintain one ALS equipped ambulance;
 - f. Fire District will maintain a Type I and/or Type II engine at this fire station;
 - g. Fire District will be responsible to purchase and maintain all customary and usual EMS gear as is provided in comparable fire departments/districts; and,
 - h. Fire District will strive to maintain at all times an ISO Public Protection Classification Rating of 3 or less for fire suppression services.
2. Storey County will provide sheriff services for the District.
3. Storey County will provide emergency management services on an as-needed basis for the District.
4. Storey County will provide the following administrative functions for the District:
 - a. Recording, assessor and appraiser services for real and personal property.

EXHIBIT B

Re-determination of Annual Fee Payments

The Projected Annual Payments in Section 5 were determined utilizing the following assumptions and methodologies. Assume the following facts all as of February 28, 2018: The total occupancy in the District is 1,500 people. The total occupancy in the Tahoe Reno Industrial Center is 7,000 people. The total assessed value of all real and personal property located in the District is \$350 Million. The total assessed value of all real and personal property located in the Tahoe Reno Industrial Center is \$639.8 Million. Assume the following facts all as of February 28, 2021: The total occupancy in the District is 2,500 people. The total occupancy in the Tahoe Reno Industrial Center is 10,000 people. The total assessed value of all real and personal property located in the District is \$700 Million. The total assessed value of all real and personal property located in the Tahoe Reno Industrial Center is \$1.062 Billion.

The projected budgets for providing Governmental Services in the District by the County and the Fire District are:

Fiscal Year ending in 2019:	\$ 916,437
Fiscal Year ending in 2020:	\$1,002,071
Fiscal Year ending in 2021:	\$1,019,702
Fiscal Year ending in 2022:	\$1,037,686
Fiscal Year ending in 2023:	\$1,056,030
Fiscal Year ending in 2024:	\$1,074,740

Factor calculations are as follows:

2018

Occupancy factor	–	21.43% (1,500/7,000)
Property factor	–	54.70% (\$350 Million/\$639.8 Million)
Payment factor	–	38.07% (76.13/2)

2021

Occupancy factor	–	25% (2,500/10,000)
Property factor	–	65.9% (\$700 Million/\$1.062 Billion)
Payment factor	–	45.45% (90.9/2)

The initial calculation of Tesla's payments to the County under this Section 5 would be as follows:

For the Fiscal Year ending in 2019:	\$348,856 (38.07% of \$ 916,437)
For the Fiscal Year ending in 2020:	\$381,454 (38.07% of \$1,002,071)
For the Fiscal Year ending in 2021:	\$388,166 (38.07% of \$1,019,702)
For the Fiscal Year ending in 2022:	\$471,617 (45.45% of \$1,037,686)
For the Fiscal Year ending in 2023:	\$479,954 (45.45% of \$1,056,030)
For the Fiscal Year ending in 2024:	\$488,458 (45.45% of \$1,074,740)

The initial amounts above will then be adjusted by the Parties by taking into account other factors in determining the Participant's fair share of the costs of providing Governmental Services in the District.

For example, suppose that subsequent development in the Tahoe Reno Industrial Center has generated significant additional revenue to the County by Fiscal year 2019. Suppose further that this additional revenue has improved the County's financial position to the point that the County can fund \$700,000 of the \$916,437 budget for Fiscal Year 2019. Assuming no other factors suggest otherwise, Tesla's payment to the County for Fiscal Year 2019 would be reduced from \$348,856 to \$216,437.



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: June 1, 2015

Estimate of time required: 10 min.

Agenda: Consent ☐ Regular agenda ☐ Public hearing required ☒

1. **Title:** Discussion and possible action to approve second reading of Ordinance 15-263 adding section 3.50.200 to the Storey County Code providing for a pilot project for granting partial abatements of permitting fees to participants in a qualified project in Economic Diversification District No. 1 and providing for other properly related matters.

2. **Recommended motion:** I move to approve Ordinance 15-263.

3. **Prepared by:** Robert Morris, outside counsel

Department: District Attorney's Office

Tel: 847-0964

4. **Staff summary:**

S.B. 1, 28th Special Sess. (Nev. 2014) allows Storey County to create an economic diversification district and pledge an amount equal to the proceeds of all the sales and use taxes as reimbursement payments for the costs incurred by the lead participant. The Board has passed Ordinance 14-260 creating the Storey County Economic Diversification District No. 1. Ordinance 14-260 is not effective until Storey County enters an agreement with one or more owners of property in the district to defray in whole or in part the cost of local government services.
(Continued on next page.)

5. **Supporting materials:** Ordinance 15-263

6. **Fiscal impact:** This ordinance will reduce the amount of money the County and Fire District receive for plan checks, building permits and inspections.

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:

Ongoing discussions on this ordinance resulted in changes so that staff asked that the board reintroduce the amended ordinance on its April 7th meeting. The ordinance is now ready for approval.

The Economic Diversification Act or S. B. 1, section 18, authorizes the governing body of a county to grant to one or more of the participants in a qualified project an abatement of all or any percentage of the amount of certain permitting fees and licensing fees imposed by the county if the board provides by ordinance for a pilot project for the abatement of the fees.

The board may grant this abatement of certain fees for the purpose of encouraging local economic development. After discussions, Tesla and county staff have agreed that the partial abatements contained in Ordinance No. 15-263 will encourage local development. This partial abatement is for ten years, retroactive to July 1, 2014 and covers the building official and fire district permitting, plan reviews, and inspections for the Tesla factory project.

Ordinance No. 15-263

Summary

An ordinance providing for a pilot project for granting partial abatements of permitting or licensing fees that the county is authorized to impose or charge pursuant to chapter 244 of NRS to participants in a qualified project in an Economic Diversification District.

Title

An ordinance adding section 3.50.200 to the Storey County Code providing for a pilot project for granting partial abatements of permitting or licensing fees to participants in a qualified project in an Economic Diversification District and providing for other properly related matters.

The Board of County Commissioners of the County of Storey, State of Nevada, does ordain:

SECTION I:

3.50.200 Title.

This ordinance is known as the "Permitting Fee Abatement Ordinance".

3.50.210 Determinations of the board.

The board has determined that it intends to encourage local economic development by granting to any participant in a qualified project in an Economic Diversification District an abatement of all or any percentage of the amount of any permitting fee or licensing fee which the county is authorized to impose or charge pursuant to chapter 244 of NRS.

3.50.220 Definitions.

The definitions contained in the Economic Diversification Act and the Economic Diversification District are incorporated into and are adopted for use in this chapter.

3.50.230 Creation of the pilot project.

The board, for the purposes of encouraging local economic development, creates this pilot project for granting partial abatements of permits, plan reviews, and inspection fees. The board may determine, to the best of its ability, the amount of the abatement based on the anticipated local economic development that the qualified project would bring to the county.

3.50.240 Abatement of fees.

A. The board finds that Tesla Motors, Inc. ("Tesla") is a participant in a qualified project within the county's Economic Diversification District No. 1. The board has determined to grant an abatement of permitting fees it is authorized to impose pursuant to chapter 244 of NRS for a ten year period for building official and fire district permitting, plan reviews, and inspections for

the factory project by fixing the following annual fees for each of the following fiscal years ending June 30th:

Fiscal Year Ending June 30 th	Annual Fee
2015	\$556,268
2016	\$587,419
2017	\$620,315
2018	\$655,053
2019	\$230,579
2020	\$243,491
2021	\$257,126
2022	\$271,525
2023	\$286,731
2024	\$302,788

B. These fees are to be assessed on a fiscal year beginning on July 1, 2014.

C. The fees must be paid in advance on a quarterly basis (July 1, October 1, January 1, and April 1.

D. These fee payments do not include payments by Tesla for additional plan reviews and inspections that are performed by outside contractors.

E. During any year of the term of this abatement, the county may increase the annual fee charged to Tesla during such year, with Tesla's prior consent and approval, upon a showing by the county to Tesla that the permitting, plan review and inspection activities required by Tesla during such year have placed an extraordinary burden on county personnel.

F. Any abatement of fees by the County does not limit in any manner the discretion of the County in the permitting approval process, and does not relieve the participant from the obligation to obtain all necessary permits, entitlements and approvals for the construction of any Project.

3.50.250 Annual report.

The board, if it grants an abatement pursuant to this chapter, must submit an annual report to the governor and to the director of the Legislative Counsel Bureau for transmittal to the legislature that includes for the immediately preceding fiscal year:

A. The number of qualified projects located within the jurisdiction of the board for which a certificate of eligibility for transferable tax credits was approved.

B. The number and dollar amounts of the abatements granted by the board.

C. The number of persons within the jurisdiction of the board that were employed by each participant in a qualified project and the amount of wages paid those persons.

Proposed on _____, 2015.

by Commissioner _____

Passed on _____, 2015.

Vote: Ayes Commissioners _____

Nays Commissioners _____

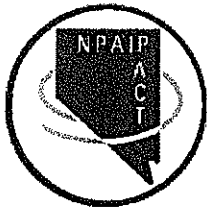
Absent Commissioners _____

Marshall McBride, Chair
Storey County Board of County Commissioners

Attest:

Vanessa Stephens
Clerk & Treasurer, Storey County

This ordinance will become effective on _____



Nevada Public Agency Insurance Pool
201 S. Roop Street, Suite 102
Carson City, NV 89701-4779
Toll Free Phone (877) 883-7665
Telephone (775) 885-7475
Facsimile (775) 883-7398

MEMORANDUM

DATE: May 19, 2015 **Sent VIA Fax:** (775) 847-0949
TO: Austin Osborne
Storey County
FROM: Wayne Carlson, MBA, CPCU, ARM
Executive Director
RE: POOL Renewal Proposal Presentation

We are planning our June renewal presentation schedule and would appreciate your scheduling the following item on your **JUNE** agenda. Doug Smith, Ann Wiswell, Mike Rebaleati, or I will present the renewal in conjunction with your local agent. Due to multiple board meetings on some days, scheduling us at or near the requested time will facilitate travel between meeting locations. Your cooperation is appreciated.

DATE: 6/1/15 at 10:00am

The requested item should be listed as an action item and worded similar to the following:

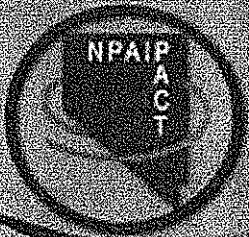
Action Item: Acceptance of renewal proposal from Nevada Public Agency Insurance Pool (POOL) and approval for payment from fiscal year 2015 - 2016 funds.

Please confirm the meeting date and time by faxing your response to (775) 883-7398. **I need a response no later than Friday, May 20, 2015.** Because renewal program presentation materials are still being prepared, your board packet information may be delayed. We appreciate your understanding and will get them to you as soon as we can. If you should have any questions feel free to call our office. Thanks for your assistance.

FAX TO: Wayne Carlson (775) 883-7398 or E-Mail zariahanses@poolpact.com

RE: Board Meeting Schedule

- ☐ The item will be placed on the agenda as requested
☐ Please note these changes: _____



The Power Of The Pool,SM
poolpact.com

MEMBER COVERAGE SUMMARY

Prepared For:

Storey County

Prepared By:

Ingalls & Associates

This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form edition July 1, 2015.

Dear POOL Member:

Thank you for your renewed commitment to the Nevada Public Agency Insurance Pool (POOL). In 1987, four counties in Nevada formed their own municipal risk sharing pool and now a quarter of a century later, the vast majority of Nevada's rural public entities remain committed to each other and the mission of this organization.

We are pleased to provide this Member Coverage Summary for your review. We continue to excel and provide an unparalleled level of service to our members. Our mission seeks to help members manage their risks so they can serve the public effectively.

The POOL/PACT Board is comprised of an impressive group of dedicated, hardworking, and ethical leaders in public sector risk management. They continue to do a superb job of representing the interests of the Member-owners of POOL.

Our members continue to see great value in being part of POOL/PACT because of the extensive services, thus membership retention remains strong. We encourage you to discuss the services we offer with your insurance agent, a valued partner in the POOL program. Details on the financial performance and the services we offer are available on our website at www.poolpact.com.

If you have any questions, please call us toll free: (877) 883-7665 or (775) 885-7475.

Sincerely,



Wayne Carlson
Executive Director
Nevada Public Agency Insurance Pool
Public Agency Compensation Trust

PUBLIC AGENCY INSURANCE POOL (POOL) COVERAGE SUMMARY

RENEWAL PROPOSAL	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
	07/01/2015 – 07/01/2016 Standard Time	Storey County	\$5,000 all perils each and every loss

PROPERTY LIMITS

Blanket Limit per schedule of locations on file with POOL subject to a maximum limit of \$300,000,000 per loss. The following sub-limits apply to Section V. C. Extensions of Property Coverage:

Accounts Receivable	\$5,000,000 per loss
Arson Reward	10% up to \$25,000 per loss
Earthquake	\$150,000,000 aggregate
Flood	\$150,000,000 aggregate \$10,000,000 aggregate - Flood Zone A
Equipment Breakdown	\$60,000,000 per loss
Loss of Income & Extra Expense	included
Hazardous Substance Coverage	\$250,000 per loss
Spoilage Coverage	\$250,000 per loss
Data Restoration	\$100,000 per loss
Expediting Expenses	\$25,000 per loss
Unintentional Errors and Omissions	\$5,000,000 per loss
Money and Securities	\$500,000 per loss
Transmission Facilities	\$100,000 per loss
Vehicle Replacement	Per Attachment E, if applicable

LIABILITY LIMITS

The Limits of Liability are as follows:

Combined Single Limit	\$10,000,000	Each Event/Each Member
Liability Limits are further subject to sub-limits, Member Annual Aggregate Limits and Group Annual Aggregate limits.		

CYBER SECURITY EVENT AND PRIVACY RESPONSE EXPENSE COVERAGE LIMITS

The Limits of Liability are as follows:

Per Cyber Security Event	\$2,000,000	Each Member/Annual Aggregate
Privacy Response Expense Coverage	\$500,000	

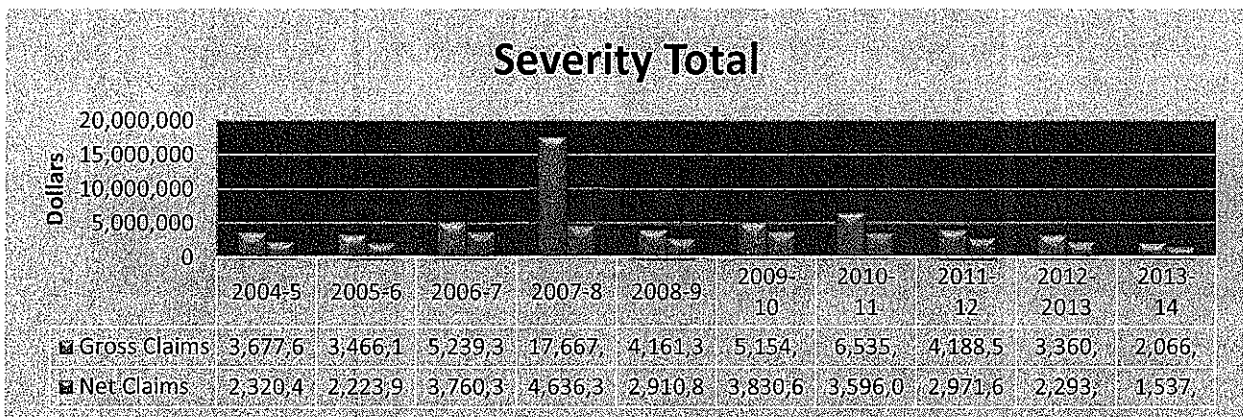
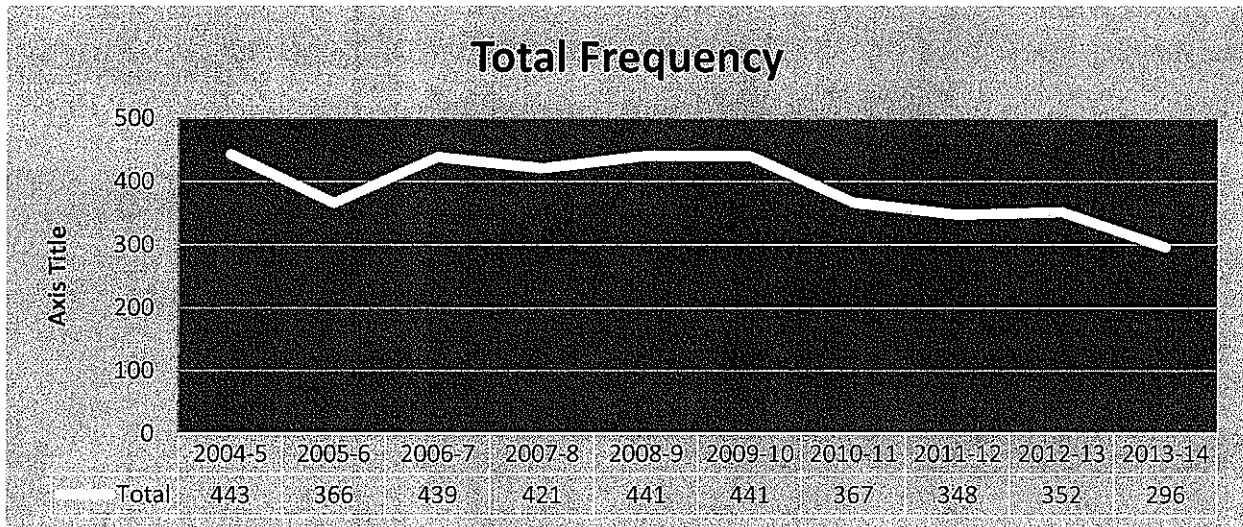
MEMBER CONTRIBUTION:

TOTAL COST:	\$249,041.68
AGENT COMMISSION:	\$17,432.92
TOTAL PROGRAM COST:	\$266,474.60

This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form edition July 1, 2015.

TOTAL POOL EXPERIENCE

The claims count per year averaged 391 for the ten year period. Claims activity overall appears to be fairly stable.



Severity, based on total loss costs incurred without deduction for excess/reinsurance or member deductibles, has averaged \$5,551,874 with the worst year (2007-8) at \$17,677,991 comprising 32% of total costs for all years. Net of member deductibles and of excess/reinsurance payments, 2007-8 also was the worst year at 15%. The POOL's retained incurred claims averaged \$3,008,184 for the period. Large losses in 2007-08 were from one catastrophic property and one class action liability loss.

NPAIP Membership

Counties:

Churchill County
Douglas County
Elko County
Esmeralda County
Eureka County
Humboldt County
Lander County
Lincoln County
Lyon County
Mineral County
Nye County
Pershing County
Storey County
White Pine County

Towns:

Town of Gardnerville
Town of Genoa
Town of Minden
Town of Pahrump
Town of Round Mountain
Town of Tonopah

School Districts:

Carson City School District
Churchill County School District
Douglas County School District
Elko County School District
Esmeralda County School District
Eureka County School District
Humboldt County School District
Lander County School District
Lincoln County School District
Lyon County School District
Mineral County School District
Nye County School District
Pershing County School District
Storey County School District
White Pine County School District

Cities:

Boulder City
City of Caliente
City of Carlin
City of Elko
City of Ely
City of Fernley
City of Lovelock
City of Mesquite
City of Wells
City of West Wendover
City of Winnemucca
City of Yerington

Fire Districts:

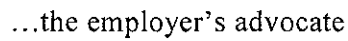
North Lake Tahoe Fire Protection District
Pahranagat Valley Fire District
Sierra Fire Protection District
Tahoe Douglas Fire Protection District
Truckee Meadows Fire Protection District
Washoe County Fire Suppression
White Pine Fire District

Others:

Central Nevada Regional Water Authority
County Fiscal Officers Association of Nevada
Douglas County Redevelopment Agency
Elko Central Dispatch
Elko Convention & Visitors Authority
Humboldt River Basin Water Authority
Nevada Association of Counties
Nevada Commission for the Reconstruction of the V & T Railway
Nevada League of Cities
Nevada Rural Housing Authority
Truckee Meadows Regional Planning Agency
U.S. Board of Water Commissioners
Virginia City Convention & Tourism Authority
Western Nevada Regional Youth Center
White Pine County Tourism

Special Districts:

Alamo Water & Sewer District
Amargosa Library District
Beatty Library District
Beatty Water & Sanitation District
Canyon General Improvement District
Carson-Truckee Water Conservancy District
Carson Water Subconservancy District
Churchill County Mosquito, Vector and Weed Control District
Coyote Springs General Improvement District
Douglas County Mosquito District
Douglas County Sewer
East Fork Swimming Pool District
Elko County Agricultural Association
Fernley Swimming Pool District
Gardnerville Ranchos General Improvement District
Gerlach General Improvement District
Incline Village General Improvement District
Indian Hills General Improvement District
Kingsbury General Improvement District
Lakeridge General Improvement District
Lincoln County Water District
Logan Creek Estates General Improvement District
Lovelock Meadows Water District
Marla Bay General Improvement District
Mason Valley Swimming Pool District
Minden Gardnerville Sanitation District
Moapa Valley Water District
Nevada Tahoe Conservation District
Pahrump Library District
Palomino Valley General Improvement District
Pershing County Water Conservation District
Primecare Nevada, Inc. dba Nye Regional Medical Center
Sierra Estates General Improvement District
Silver Springs General Improvement District
Skyland General Improvement District
Smoky Valley Library District
Southern Nevada Area Communication Council
Stagecoach General Improvement District
Sun Valley General Improvement District
Tahoe Douglas District
Tahoe Reno Industrial General Improvement District
Tonopah Library District
Virgin Valley Water District
Walker River Irrigation District
Washoe County Water Conservation District
West Wendover Recreation District
Western Nevada Development District



4004 Ruth Ct.
Reno, NV 89509
Phone: 775-823-9422
Fax: 775-823-9144

Attn: Hugh Gallagher

Make all checks payable to Ingalls & Associates LLC



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 16, 2015

Estimate of time required: 5-10 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** DISCUSSION/POSSIBLE ACTION: Approve a License for use of County Property between the County of Storey (County), a political subdivision of the State of Nevada and Mark Twain Community Center (MTCC), a Nevada non-profit corporation.

2. **Recommended motion:** I move to approve a License for use of County Property between the Storey County, a political subdivision of the State of Nevada and Mark Twain Community Center (MTCC), a Nevada non-profit corporation.

3. **Prepared by:** Cherie Nevin

Department: Community Services

Telephone: 847-0986

4. **Staff summary:** Storey County is identified as the owner of a parcel of real property located at 500 Sam Clemens Avenue in the Mark Twain area of Storey County. There is a building located on that parcel of land which was formerly used as a fire station by the Storey County Fire Protection District known as Fire Station #73. It is no longer used as a fire station, although fire equipment is stored within the structure. It is currently available for use as a place where community meetings can take place and community activities can occur. Mark Twain Community Center is a non-profit corporation qualified as a 26 USC §501(c)(3) tax exempt organization dedicated to providing a forum for addressing issues arising in the Mark Twain community and for encouraging community activities. The organization desires to use Storey County's building as a place to hold community meetings and other community functions. This license serves as an agreement between both parties on how the building will be used and maintained as a community center.

5. **Supporting materials:** License for use of county property

6. **Fiscal impact:** NONE

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

AMC District Attorney

8. **Reviewed by:**

CMC 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.

LICENSE FOR USE OF COUNTY PROPERTY

AT 500 SAM CLEMENS AVENUE

This License for the use of County Property is made by and between the County of Storey (County), a political subdivision of the State of Nevada and Mark Twain Community Center (MTCC), a Nevada non-profit corporation, and is effective as of the date of its execution by the last party signing this license.

BACKGROUND

Storey County is identified as the owner of a parcel of real property located at 500 Sam Clemens Avenue in the Mark Twain area of Storey County. There is a building located on that parcel of land which was formerly used as a fire station by the Storey County Fire Protection District known as Fire Station #73. It is no longer used as a fire station, although fire equipment is stored within the structure. It is currently available for use as a place where community meetings can take place and community activities can occur.

Mark Twain Community Center is a non-profit corporation qualified as a 26 USC §501(c)(3) tax exempt organization dedicated to providing a forum for addressing issues arising in the Mark Twain community and for encouraging community activities. The organization desires to use Storey County's building as a place to hold community meetings and other community functions.

AGREEMENT

Accordingly, the parties agree as follows:

1. The following definition applies in this Agreement.
 - a. "Facility", as used in this Agreement, means that portion of the building and grounds located at 500 Sam Clemens Avenue which is not used for the storage of fire equipment.
2. County authorizes MTCC to utilize the Facility, for the purpose of holding community meetings of the residents of the Mark Twain area of Storey County. County also authorizes MTCC to utilize the unused portion of the building for the purpose of conducting community activities, for office space, for storage of MTCC documents and files and materials associated with MTCC's authorized uses of the building.
3. MTCC shall pay for the costs of utilities utilized by MTCC in the course of holding meetings and conducting activities at the Facility. These utilities include water, heat, power, telephone and internet service.
4. MTCC may not make any alterations or improvements to the Facility without the express written permission of County. Upon termination of this license any alterations or improvements made to the Facility which are affixed to the Facility shall become the property of County without further payment or reimbursement to MTCC.

5. MTCC must maintain the Facility in a neat and orderly condition throughout the time this license remains in effect. The MTCC is responsible for routine janitorial services. Any damage occasioned to the Facility by the conduct of MTCC, its members and guests must be repaired at the expense of MTCC. County will be responsible for the expense of routine repairs for ordinary wear and tear.
6. The license granted to MTCC by County to use the Facility is terminable at any time and for any reason by either party to this Agreement. If the license is terminated by County, County will give MTCC written notice ninety (90) days in advance of the termination that it is terminating this license. The written notice provided by County may be mailed to MTCC at 500 Sam Clemens Avenue, Dayton, Nevada 89403. This license may be terminated by MTCC without giving advance notice to County and is effective upon delivery of written notice of the termination either by personal delivery or by mailing to Community Services, P.O. Box 7, 372 South C Street Virginia City, NV 89440. Upon termination of the license MTCC shall return the Facility in a neat and clean condition, ordinary wear and tear excepted, free of the possessions of MTCC.
7. The license granted MTCC is not exclusive and County reserves the right at any time to grant other or similar privileges to others to use the Facility.
8. MTCC acknowledges that it will occupy and utilize the facility at its own risk and waives any claim for damages for injury or loss of life to its members, officers, employees and volunteers and agrees to indemnify and hold County harmless for any claims of injury or loss of life occasioned by MTCC's use of the Facility whether that claim is made by MTCC's members, officers, employees, volunteers or guests.
9. The making, execution and delivery of this Agreement by MTCC has not been induced by any representations, statements, warranties, or agreements other than those expressed in this Agreement. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter of this Agreement. This Agreement may only be modified or amended by an instrument in writing signed by the parties to this Agreement.

Dated this ____ day of _____, 2015.

Dated this ____ day of _____, 2015.

Marshal McBride, Chairman
Storey County Board of Commissioners

Ron Engelbrecht, President
Mark Twain Community Center

Attest:

Storey County Clerk



Storey County Board of County Commissioners Agenda Action Report

Meeting date:

Estimate of time required: 15 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Marlette Water Agreement

2. **Recommended motion:** Move to approve and authorize the chairman to sign the contract to provide water service from the Marlette system.

3. **Prepared by:** Keith Loomis

Department: District Attorney's Office

Telephone: 775-847-0964

4. **Staff summary:** This contract of indeterminate end provides for the delivery of water by the State of Nevada from the Marlette Water System to Storey County.

5. **Supporting materials:** Contract to Provide Water Service

6. **Fiscal impact:** Cost of obtaining water from State of Nevada through the Marlette Water System

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:** X District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: _____

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

CONTRACT TO PROVIDE WATER SERVICE

This Contract is made by and between Storey County (County), a political subdivision of the State of Nevada and the State of Nevada (State), by and through the State Public Works Division of the Department of Administration, Buildings and Grounds Section on behalf of the Marlette Lake Water System (collectively referred to as the Parties) ("Agreement").

RECITALS

WHEREAS, the Marlette Lake Water System, composed of the water rights, easements, pipelines, flumes and other fixtures and appurtenances used in connection with the collection, transmission and storage of water in Carson City and Washoe and Storey Counties, was acquired by the State of Nevada pursuant to law; and

WHEREAS, pursuant to Nevada Revised Statute 331.160, the Public Works Division of the Department of Administration is responsible for the supervision and administration of the functions of the Marlette Lake Water System; and

WHEREAS, Storey County is a political subdivision of the State of Nevada and pursuant to Nevada Revised Statute 331.160 is entitled to water from the Marlette Lake Water System; and

WHEREAS, the State of Nevada purchased the Marlette Lake Water System in 1963 and has provided water from the Marlette Lake Water System to Storey County and that commitment has been continuous since the 1963 purchase (See Exhibit A, Deed between Marlette Lake Company and the State of Nevada); and

WHEREAS, the State of Nevada recognizes that the Marlette Lake Water System is the only reasonably available source of water for Storey County and recognizes the historical and practical need to continue to provide water for the County while still preserving its obligations as owner of the Marlette Lake Water System to ensure that the State's water needs are met; and

WHEREAS, the County and the State Public Works Division are Public agencies as defined by NRS 277.100, and pursuant to NRS 277.180, are authorized to contract for the performance of any activity, service or undertaking which they are authorized by law to perform; and

WHEREAS, the State owns rights to water generated in the Marlette Lake Water System including, Marlette Lake, Hobart Reservoir, and East Slope drainage areas and the appurtenances necessary to collect, transmit, store, and distribute the water, all defined by the Nevada Legislature as the Marlette Lake Water System; and

WHEREAS, the statutory purposes of the Marlette Lake Water System are to provide adequate supplies of water to the areas served, maintain the appurtenances of the system in a

condition calculated to assure dependable supplies of water, and to sell water under equitable and fiscally sound contractual agreements.

In consideration of the mutual covenants set forth, the County and the State agree as follows:

ARTICLE I DEFINITIONS

1.1 "State" means the State of Nevada.

1.2 "County" means Storey County.

1.3 "Marlette System" means the Marlette Lake Water System as defined in NRS 331.160 extending to the point where it connects to the Storey County System at the center of Highway 395. See Exhibits B, 1974 Contract to Supply Water and Convey Water Distribution Facilities State of Nevada – County of Storey and Exhibit C Marlette Pipeline System Transferred to Storey County Map.

1.4 "County System" means the Storey County System and includes the pipeline that connects to the Marlette System at the center of Highway 395 eastward to a point terminating at the Syphon Outlet in the SW ¼ of Sec. 15, T. 16 N., R. 20 E., right-of-way based on written easement grants and United State B.L.M. use permits, and Pipeline easement from the Syphon Outlet running northeasterly to Five Mile Reservoir located in the S ½ of SE ¼ of Sec. 2, T. 16 N., R. 20 E., right-of-way based on written easement grants and United States B.L. M. use permits, and also including the Five Mile Reservoir and any other part of the County System. See Exhibit B 1974 Contract to Supply Water and Convey Water Distribution Facilities State of Nevada – County of Storey and Exhibit C Marlette Pipeline System Transferred to Storey County Map.

1.5 "Raw Water" means water from the Marlette System, prior to treatment.

1.6 "Available Raw Water" or "Available Water" means water that the State determines to be in excess of that necessary for the State to fulfill water commitments predating this contract or any new requirements of the State for water.

1.7 "Committed Water" means the amount of water necessary for water commitments predating the purchase of the Marlette System or any new requirements of the State for water.

1.8 "Point of Delivery" means the point at which the State delivers and the County receives water at the intersection of the pipeline at the center of Highway 395, as shown on Exhibits Band C.

1.9. "Other Water Commitments" or "Other Commitments" means the primary obligation of the State to fulfill the State's present and new water needs from the Marlette System and its other, secondary obligations to fulfill commitments to supply water to the County under this

Agreement, to Carson City, and to any other parties to which the State may commit to supply water. See Exhibit D, Franktown Decree.

1.10 "SCADA" means Supervisory Control and Data Acquisition (SCADA). A computer-monitored alarm, response, control, and data acquisition system linked to the Marlette System for the purpose of monitoring and operating the Marlette System.

ARTICLE II OWNERSHIP

2. **Ownership.** The State and County maintain ownership of their own facilities and imply no transfer of ownership as part of this Agreement. The State retains absolute ownership, supervision, and control of the Marlette System and the County retains absolute ownership, supervision and control of the County System as further defined above and illustrated on Exhibits B and C.

ARTICLE III TERM OF THE AGREEMENT

3.1. **Term of Agreement.** This Agreement shall remain in effect for so long as the State shall operate or be responsible for the operation of the Marlette System through its own agents or through subcontractors unless sooner terminated in accordance with the provisions of this Agreement and applicable Nevada Revised Statutes. Upon cessation of the operation of the Marlette System by the State the obligation of any contractor, assignee or purchaser of the system will be subject to the terms of this Agreement but such person or entity may initiate the termination of this Agreement as provided in section 3.1 below. With at least 90 days written notice, either Party may request the renegotiation of the Agreement.

3.2. **Termination.** This Agreement may be terminated by either party with or without cause provided that such a termination shall not be effective until ten (10) years after a party has been served with written notice of termination. This Agreement may be immediately terminated by the mutual consent of the parties. Additionally, the Parties expressly agree that this Agreement may be terminated by mutual consent if for any reason the funding ability of either party to satisfy this Agreement is withdrawn, limited, or impaired. All termination rights set forth herein are subject to controlling Nevada Revised Statutes.

ARTICLE IV SALE OF RAW WATER

4.1. **Amounts of water.** The State agrees that the County is entitled to purchase from the State Raw Water up to the amounts specified in the following schedule:

Year	June, July, August, & September daily peak limit	Remaining months daily peak limit	Annual use limit Acre feet
2014	820,500 gpd	520,500 gpd	440.3 a/f
2015	833,500 gpd	533,500 gpd	448.2 a/f
2016	846,500 gpd	546,500 gpd	456.1 a/f
2017	859,500 gpd	559,500 gpd	464.0 a/f
2018	872,500 gpd	572,500 gpd	471.9 a/f
2019	885,500 gpd	585,500 gpd	479.8 a/f
2020	898,500 gpd	598,500 gpd	487.7 a/f
2021	911,500 gpd	611,500 gpd	495.6 a/f
2022	924,500 gpd	624,500 gpd	503.5 a/f
2023	937,500 gpd	637,500 gpd	511.4 a/f
2024	950,500 gpd	650,500 gpd	519.3 a/f

In the years following 2024, the daily peak limit of water which Storey County will be entitled to purchase from the Marlette System will increase by 13,000 gallons and the annual use limit will increase 7.9 acre feet for each additional year. Delivery of these increased amounts is subject to the Marlette and Storey System Limitations set forth in section 4.2 and elsewhere in this Agreement.

4.2 Marlette and Storey System Limitations. The Parties agree, understand and accept that the current capabilities of both the County System and the Marlette System do not allow for the delivery of the daily peak limit of water to which Storey County is entitled. The Parties further recognize that neither System is capable of frequent nor extreme fluctuations in the amount of water delivered. Based upon the current condition of the syphon, the current tolerances of the County System may not exceed an operating pressure of 670 psi at the low point of the syphon resulting in the maximum delivery of water in the amount of 325 gallons per minute. These tolerances are based upon the pressure that the syphon can safely maintain while ensuring water flows through the syphon. Storey County agrees to manage the flows to customers as may be necessary to insure that adequate water levels are maintained at the Five Mile Reservoir and Five Mile Tank. The Parties further agree and understand that as the County System ages and/or is upgraded; these tolerances may be revised further by mutual written amendment to reflect updated tolerances consistent with the current condition of the County System and the Marlette System.

The Parties further agree, understand and accept that the right of the County to receive water from the State under this Agreement is subject to the limitation of, or the inability of the Marlette System to supply water by reason of inadequate funding, breaks in the water line, or unavoidable

stoppage or interruption caused by weather conditions, icing, snow, floods, droughts, erosion, vandalism, strikes, or other acts of God beyond the control of the State. Failures of delivery by the State due to accident, disaster, mechanical breakdown, or otherwise are forgiven provided reasonable steps are taken to restore service as soon as possible.

4.3 Cost of water. The County must pay the State for Raw Water at the rate of 55 cents per 1,000 gallons for the current year and increasing to 75 cents per 1,000 gallons on July 1, 2015, amounts up to the specified daily peak limit or annual use limit. The Parties agree to establish a time and place for payment.

4.4 Changing the cost of water. The County and State agree that the rate set forth in section 4.3 is a reasonable reflection of the present costs of the System maintenance and water delivery and market price as required by NRS 331.160 (5) (a)-(c). The County and State agree that the methodology for setting the new cost for water delivered through this Agreement is based on all the items necessary, but not limited to, operation and maintenance costs for pumps, motors, pipelines, and water treatment, if any, including but not limited to replacement costs for all such infrastructure.

4.5 Notice of cost change. The State shall give written notice in January of every odd-numbered year to the County of any price increase in connection with providing water to the County reflecting changes in the costs of the Marlette System maintenance, enlargements, improvements, or water delivery. Any price increase made will not take effect until July 1st of the year in which the increase is made.

4.6 Request for available water. The County may request Available Water from the State after the County has received the daily peak limit of Raw Water for any one day in a specific year or the annual use limit of Raw Water in any specific year provided for in section 4.1 and demonstrates a need for the additional water. The State, upon request, will determine if the requested water is available. The County and State agree that aside from the Raw Water committed per year to be provided the County, the State is not obligated to supply the County with any Available Water at all if the State, in its sole discretion, determines that Available Raw Water is not available, the system is not capable of delivering the requested water or may be needed to meet other commitments.

4.7 Water Quality. The State only provides Raw Water from the Marlette System to the County. However, the State in compliance with Nevada Department of Environmental Protection (NDEP) performs annual water quality monitoring consistent with NDEP regulations. The State shall provide the County with all testing and analysis generated from the State's annual monitoring. The cost of testing is shared by the County and other Raw Water recipients and is included in the overall cost of operation.

4.8 Liability for Water Quality. The Parties acknowledge that the State is providing and the County is receiving Raw Water, as defined herein. The State makes no warranty, expressed or implied, as to the quality of water. The County agrees to indemnify and hold harmless the State from and against any and all losses, costs, claims, damages, and expenses, including but not

limited to attorney's fees, which the State may incur in any manner arising out of or connected with the quality of the water provided to the County.

ARTICLE V METERING, INSPECTION AND MAINTENANCE

5.1 Maintenance and Repair. The State will be responsible for the maintenance and any repairs needed for the Marlette System as defined in section 1.3. County will be responsible for the maintenance and repair of the County System as identified in section 1.4 above.

5.2 State Meter/County Access to SCADA. The State must provide, place, and maintain meters at points it determines as reasonably necessary to monitor flows of water supplied to the County. All water delivered to the County is measured at the Lakeview Tank. The County has limited access to the SCADA system data and can request upon reasonable notice to view additional portions of the Marlette System, including pumping operations data via their own computer system, at their own expense.

5.3 Meter Calibration. The State shall calibrate the Lakeview meter according to manufacturer recommendations on an annual basis. The State shall provide the County with copies of any resultant data.

5.4 Cooperation. The County will continue to allow the State access to the monitor at Five Mile Tank and upper level storage facilities through the County and State's VPN tunnels and the SCADA system. The County will further ensure that no excessive runoff occurs at Five Mile Tank (and that any runoff that does occur meets the requirements of all applicable laws and decrees) by constantly monitoring water levels at Five Mile Tank. The County shall perform all necessary maintenance to insure that the County's monitoring system is operational and accurate.

5.5 County Inspection/Notice. The County agrees to inspect the entire County System at least once a quarter for any unauthorized diversion of water from the County System. If the County discovers any unauthorized diversion of water, the County will immediately act to end the unauthorized diversion. The County will also immediately inform the State in writing and provide the State with access to all information concerning the unauthorized diversion and fully cooperate with any State efforts to end the unauthorized diversion.

ARTICLE VI GENERAL PROVISIONS ON WATER SERVICE

6.1 Changes to System. The Parties agree that the Marlette System supplies the water needs of numerous users and that the present and future needs of all users must be considered by the State in making enlargements and improvements to the Marlette System. The State agrees to provide the County with available information for any changes to the Marlette System.

6.2 Franktown Decree. The Parties agree that this Agreement is subject to the terms of the Franktown Decree and the laws of Nevada and that the State may take all necessary actions to ensure that none of the provisions of the Decree or laws of Nevada are violated by this

Agreement or by any action taken under or in connection with this Agreement by either the County or the State. See Exhibit D, Franktown Decree.

6.3 Resale. The County agrees that it will not sell or resell water obtained by this Agreement to any other distributors or to other than its normal municipal users without express written permission of the State.

6.4 Impossibility. If any legal action is commenced in the future against the State in its administrative or proprietary capacity in the administration of the Marlette System or the lands embraced within the Marlette System, which action may culminate in a judgment against the State, a depletion of the quantity of Available Water with which to supply the County, and creation of impossibility of performance, the State shall be released from the obligations of this Agreement to the extent of impossibility of performance thus created.

6.5 Water Transfer. The State in its sole discretion may cause the transfer of water by pump or other means from Marlette Lake to the Hobart Reservoir. A surcharge for the transfer (comprised of the actual cost of the pumping system calculated on a unit basis per 1,000 gallons) shall be added to the County's base rate payments. The State shall manage and conduct such transfers. Under no circumstance may these transfers disrupt the spawning activities of trout brood stock or cause the surface level of Marlette Lake to fall more than three feet below the top of the spillway of the existing dam.

6.6 Bond Payment Obligations. Pursuant to NRS 331.160, general obligation bonds were issued on July 8, 2006 (Bond Issue 2006B), April 22, 2008 (Bond Issue 2008A), and December 21, 2010 (Bond 2010D) to finance the capital costs of improving and modernizing the System. Consistent with NRS 331.160 the water rate charged the County includes their proportionate share for the repayment of the general obligation bonds. In the event, the County secures an alternative water source, the County's obligation to pay its proportionate cost of the general obligation bonds remains until the bonds are paid in full. This paragraph survives the termination of this Agreement.

ARTICLE VII GENERAL PROVISIONS

7.1. Service to other entities. The State will notify the County if the State desires to supply other persons, entities, or political subdivision not currently served with Available Water from the Marlette System. This notification does not give the County any right of first refusal. The State also retains the right to reallocate to other persons, entities, or political subdivisions, following a reassessment by the State of the County's use in the preceding year, the amount of any Raw Water not used by the County in the preceding year. Any reallocation may occur only after 30 days' notice to the County.

7.2. Limited liability; Indemnification. Each Party agrees to indemnify and hold harmless the other Party, to the extent provided by law, including, but not limited to, NRS Chapter 41, from and against any liability arising out of the performance of this Agreement proximately caused by any act or omission of its officers, agents, and employees. The Parties

will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both Parties does not include punitive damages.

7.3. Reasonable Care. Each party must exercise reasonable care in the performance of its obligations and rights under this Agreement to ensure that the other party's facilities and operations are not impaired or damaged.

7.4. Protection of a Party's Separate Facilities. If any occurrence or conditions during operation or maintenance of the interconnection threaten the physical integrity or operational capability of a party's separate facilities, upon notification to the other party the affected party may stop operation or maintenance of the interconnection or take any action that the affected party determines to be necessary to protect its own separate facilities. Any party may remove part of the interconnection, if required, for emergency repair of its separate facilities provided that the removing party restores such affected interconnection facilities as soon as possible.

7.5. Severability. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if the provision did not exist and the non-enforceability of the provision will not be held to render any other provision or provisions of this Agreement unenforceable.

7.6. Breach of Agreement. If a party is in breach of a portion of this Agreement, then the party alleging the breach must provide written notice to the other party specifying the nature of the violation and allowing 30 days for the party in breach to correct the violation. If the breach is not corrected within the 30-day period, then the matter must be submitted to dispute resolution as set forth in section 7.11. This Agreement deals with water resources and the provision of utility service by two retail community water utility systems. As such, the public interest is not served by the termination by either party to this Agreement absent an opportunity to resolve the alleged breach or have its position on the claimed breach heard before a qualified arbitrator.

7.7. Nevada Law. The laws of the State of Nevada apply in interpreting and construing this Agreement.

7.8. Notices. All written notices under this Agreement must be delivered to the following officials at the addresses set forth below:

County Manager, Storey County
Storey County Courthouse
P.O. Box 176
Virginia City, Nevada 89440
(775) 847-0968

Gustavo 'Gus' Nunez, Administrator
State Public Works Division,
Department of Administration, Buildings and Grounds Section
Marlette Lake
515 E. Musser Street, Suite 101
Carson City, Nevada 89701
(775) 684-4141

Notice of any changes in names and addresses must be in writing.

7.9. Entire Agreement; Amendment. This Agreement constitutes the full and final agreement between the Parties. This Agreement may not be amended or assigned except by an agreement in writing signed by both Parties and it will be binding upon and inure to the benefit of the Parties' respective successors and assigns.

7.10. Force Majeure. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

7.11. Dispute Resolution. The Parties agree to mediate before a department of the First Judicial District Court of the State of Nevada in and for City of Carson selected by a flip of the coin any dispute between them that cannot be resolved by negotiations between the Parties. If mediation is unsuccessful, litigation may proceed before the other department of the First Judicial District Court of the State of Nevada in and for the City of Carson.

7.12. Mutual Drafting. The terms and conditions of this Agreement were negotiated by both Parties; therefore any ambiguity will not be construed against either party.

7.13. Required Approval. This Agreement becomes effective upon approval by the Storey County Board of County Commissioners, and the Public Works Division of the Department of Administration and the Nevada Board of Examiners.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the _____ day of _____, 2015.

Storey County Board of Commissioners

By: _____
Marshall McBride, Chair
Storey County Commission

Date: _____

**State of Nevada, Department of
Administration, Public Works Division**

By: _____
Gustavo Nuñez, P.E.
Administrator

Date: _____

Attest:

By: _____
Vanessa Stephens
County Clerk

Date: _____

Approved as to form:

Approved as to form:

Adam Paul Laxalt
Attorney General

By: _____
District Attorney

Date: _____

By: _____
Susan K. Stewart
Deputy Attorney General

Date: _____

Board of Examiners
(Required for Execution)

By: _____

Date: _____

Exhibit A

FEB 20 1964 10:00
A.M.

NEVADA STATE OFFICE
RENO, NEVADA

D E E D

THIS INDENTURE, made and entered into this 27th day
of August, 1963, by and between MARLETTE LAKE COMPANY,
a Nevada corporation, party of the first part, and the STATE OF
NEVADA, party of the second part,

W I T N E S S E T H:

That the said party of the first part, in consideration
of the sum of TEN DOLLARS (\$10.00), lawful money of the United
States of America, to it in hand paid by the said party of the
second part, the receipt whereof is hereby acknowledged, does
by these presents, grant, bargain, and sell unto the said party
of the second part, all that certain real property situate in
the Counties of Washoe, Ormsby and Storey, State of Nevada, more
particularly described as follows:

T. 15 N., R. 18 E., M.D.B. & M.

Sec. 1: SE $\frac{1}{4}$; S $\frac{1}{2}$ of NE $\frac{1}{4}$; W $\frac{1}{2}$
Sec. 12: E $\frac{1}{2}$; E $\frac{1}{2}$ of SW $\frac{1}{4}$; SW $\frac{1}{4}$ of SW $\frac{1}{4}$
Sec. 13: NE $\frac{1}{4}$; E $\frac{1}{2}$ of SE $\frac{1}{4}$; NW $\frac{1}{4}$ of SE $\frac{1}{4}$; NW $\frac{1}{4}$

T. 15 N., R. 19 E., M.D.B. & M.

Sec. 7: Lots 1 and 2 of SW $\frac{1}{4}$; S $\frac{1}{2}$ of Lot 2 of NW $\frac{1}{4}$
Sec. 18: Lot 2 of SW $\frac{1}{4}$; Lot 2 of NW $\frac{1}{4}$

T. 15 N., R. 19 E., M.D.B. & M.

Sec. 4: SW $\frac{1}{4}$
Sec. 7: E $\frac{1}{2}$
Sec. 8: (complete)
Sec. 17: N $\frac{1}{2}$ of NW $\frac{1}{4}$
Sec. 18: NE $\frac{1}{4}$ of NE $\frac{1}{4}$
Sec. 19: Lot 2 of NW $\frac{1}{4}$

T. 15 N., R. 19 E., M.D.B. & M.

Sec. 5: SE $\frac{1}{4}$; S $\frac{1}{2}$ of NE $\frac{1}{4}$

T. 15 N., R. 19 E., M. D.B. & M.

Sec. 3: N $\frac{1}{2}$ of NW $\frac{1}{4}$

T. 16 N., R. 19 E., M.D.B. & M.

1 Sec. 31: $\frac{1}{2}$ S $\frac{1}{2}$; SE $\frac{1}{4}$; NE $\frac{1}{4}$
2 Sec. 32: $\frac{1}{2}$ S $\frac{1}{2}$; NE $\frac{1}{4}$
3 Sec. 33: $\frac{1}{2}$ S $\frac{1}{2}$; SE $\frac{1}{4}$
4 Sec. 34: SE $\frac{1}{4}$

5 T. 16 N., R. 19 E., M.D.B. & M.

6 Sec. 36: A parcel of land lying in Washoe and
7 Ormsby Counties and being a portion of the SW $\frac{1}{4}$
8 of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 36,
9 T. 16 N., R. 19 E., M.D.B. & M., on the south-
10 westerly side of Highway 395 and containing
11 the buildings and water control facilities at
12 Lakeview, further described as follows:

13 Beginning on the southwesterly right-of-way
14 line of such highway 90 feet left of station
15 L. S. 180+80; thence running southwest 540
16 feet; thence southeast 250 feet; thence north-
17 east 540 feet more or less to the highway
18 right-of-way line, thence along the right-of-
19 way line northwest 250 feet to the point of
20 beginning. Containing 3.1 acres more or less.

21 T. 16 N., R. 20 E., M.D.B. & M. (Five Mile Reservoir
22 Property)

23 Sec. 2: $\frac{1}{2}$ S $\frac{1}{2}$ of SE $\frac{1}{4}$

24 TOGETHER WITH certain water rights, more particularly
25 described as follows:

26 T. 15 N., R. 18 and 19 E., M.D.B. & M. (Marlette
27 Lake Waters)

28 All rights of beneficial use and flow (including
29 source; place, manner and period of use; points
30 and means of diversion; amount and priority of
31 appropriation) owned or held with respect to
32 all the waters draining into Marlette Lake from
33 the surrounding watershed located in Secs. 1, 12,
34 13 and 24, T. 15 N., R. 18 E., and Secs. 6, 7 and
35 18, T. 15 N., R. 19 E., and to all the waters and
36 storage thereof in Marlette Lake located in Secs.
37 12 and 13, T. 15 N., R. 18 E., and Secs. 7 and
38 18, T. 15 N., R. 19 E., or any enlargement thereof
39 or supplement thereto.

40 T. 15 and 16 N., R. 19 E., M.D.B. & M.

41 All rights of beneficial use and flow (including
42 source; place, manner and period of use; points
43 and means of diversion; amount and priority of
44 appropriation) owned or held with respect to
45 the water of Hobart Creek (tributary to Frank-
46 town Creek) and certain waters in the Franktown

1 at and above Red House located in Secs. 30,
2 31 and 32, T. 16 N., R. 19 E., and Secs. 4,
3 5, 6, 7, 8, 9, 12 and 18, T. 15 N., R. 19 E.,
4 and to all waters and storage thereof in
5 Hobart Reservoir located in S $\frac{1}{2}$ of NE $\frac{1}{4}$ and
6 SE $\frac{1}{4}$ of Sec. 5, T. 15 N., R. 19 E., or any
7 enlargement thereof or supplement thereto,
8 all as more fully set forth and defined in
9 Proof No. 02419, forming part of Findings
10 of Fact and Conclusions of Law, Judgment
11 and Decree entered July 11, 1960, in Case
12 No. 182,418, Dept. No. 1, Second Judicial
13 District Court of the State of Nevada, in
14 and for the County of Washoe.

15 T. 16 N., R. 20 E., M.D.B. & M. (Five Mile Reservoir)

16 All rights owned or held with respect to all
17 the waters and storage thereof in Five Mile
18 Reservoir located in the S $\frac{1}{2}$ of SE $\frac{1}{4}$ of Sec. 2.

19 T. 16 N., R. 18 and 19 E., M. D. B. & M.

20 All rights of beneficial use and flow (in-
21 cluding source; place, manner and period of
22 use; points and means of diversion; amount
23 and priority of appropriation) owned or held
24 with respect to all the waters of Mill Creek,
25 Tunnel Creek and others draining into North
26 Flume from the surrounding watershed located
27 in Secs. 13, 24 and 25, T. 16 N., R. 18 E.,
28 and Secs. 18, 19 and 30, T. 16 N., R. 19 E.,
29 and draining into the Tunnel located in Sec.
30 25, T. 16 N., R. 18 E., and Sec. 30, T. 16
31 N., R. 19 E.

32 TOGETHER WITH nonexclusive easements for roadway
33 purposes, more particularly described as follows:

- 34 1. Road running northerly from Sec. 1, T. 14 N.,
35 R. 18 E., near Spooner's Summit to Marlette Lake,
36 right-of-way based on rights of record, written
37 easement grants and United States Forest Service
38 use permits.
- 39 2. Road running from Marlette Lake northeasterly to
40 Hobart Creek Reservoir located in Sec. 5, T. 15
41 N., R. 19 E., right-of-way based on rights of
42 record and written easement grants.
- 43 3. Road running from Hobart Reservoir, easterly,
44 to the Syphon Inlet (tanks) located in NW $\frac{1}{4}$ of
45 Sec. 3, T. 15 N., R. 19 E., right-of-way
46 based on rights of use and rights of record.

1 5. Road running from Lakeview, northeasterly,
2 to Five Mile Reservoir, located in the SE $\frac{1}{4}$
3 of SE $\frac{1}{4}$ of Sec. 2, T. 16 N., R. 20 E., right-
of-way based on written easement grants and
United States B. L. M. use permits.

4 6. Road running from Hobart Reservoir, northerly,
5 and easterly through Red House diversion point
6 (located in Sec. 32, T. 16 N., R. 19 E., to
7 old Franktown highway in the SW $\frac{1}{4}$ of Sec. 22,
T. 16 N., R. 19 E., right-of-way based on
rights of use, rights of record and written
easement grants.

8 7. Road running from Sec. 29, T. 16 N., R. 19
9 E., (intersection with Red House road), north-
10 westerly over the Tunnel (located in Secs. 25,
T. 16 N., R. 18 E., and 30, T. 16 N., R. 19 E.)
11 to State Highway 28 in Sec. 23, T. 16 N., R. 18
E., right-of-way based on rights of use, rights
of record and written easement grants.

12 TOGETHER with easements for flumes and pipelines,
13 more particularly described as follows:

14 1. Easement for pipeline running from Marlette Lake
15 northerly to the west portal of the Tunnel
16 located in Sec. 25, T. 16 N., R. 18 E., right-
of-way based on rights of record, written ease-
17 ment grants and United States Forest Service
use permits.

18 2. Easement for flume (or pipeline) running south-
19 easterly from the east portal of the Tunnel
20 located in Sec. 30, T. 16 N., R. 19 E., to Red
House diversion point located in Sec. 32, T. 16
N., R. 19 E., right-of-way based on rights of
21 record and written easement grants.

22 3. Pipeline easement running in a semicircular
23 route in a northerly and easterly direction
24 from Red House diversion point to the Syphon
Inlet (tanks) located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$
25 of Sec. 3, T. 15 N., R. 19 E., right-of-way
26 based on ancient rights of use, rights of
27 record and written easement grants.

28 4. High pressure syphon pipeline easement from the
29 Syphon Inlet (tanks) running northeasterly
through Lakeview (Sec. 36, T. 16 N., R. 19 E.)
terminating at the Syphon Outlet in the SW $\frac{1}{4}$ of
Sec. 15, T. 16 N., R. 20 E., right-of-way
based on written easement grants and United
States B. L. M. use permits.

1 R. 20 E., right-of-way based on written
2 easement grants and United States B. L. M.
3 use permits.

- 4 6. Easement for flume (or pipeline) from the
5 SE $\frac{1}{4}$ of Sec. 13, T. 16 N., R. 18 E., running
6 southerly to the west portal of the Tunnel
7 located in the E $\frac{1}{2}$ of Sec. 25, T. 16 N., R.
8 18 E., right-of-way based on rights of record.

9 TOGETHER WITH a certain easement known as the HOBART
10 CREEK EASEMENT, more particularly described as follows:

11 Right to flow water from Hobart Reservoir
12 located in the E $\frac{1}{2}$ of Sec. 5, T. 15 N., R. 19
13 E., down Hobart Creek (northerly) to Red House
14 point of diversion located in the S $\frac{1}{4}$ of Sec. 32,
15 T. 16 N., R. 19 E., right-of-way based on rights
16 of record.

17 TOGETHER WITH an easement for the purpose of a tunnel,
18 more particularly described as follows:

19 Easement for a Tunnel running from the E $\frac{1}{2}$ of
20 Sec. 25, T. 16 N., R. 18 E., to the W $\frac{1}{2}$ of
21 Sec. 30, T. 16 N., R. 19 E., in a general
22 east-west direction, right-of-way based on
23 rights of record.

24 TOGETHER WITH a certain Special Use Permit in connec-
25 tion with Marlette Lake, more particularly described as follows:

26 Special Use Permit granted by United States
27 Forest Service with respect to NW $\frac{1}{4}$ of Sec. 18,
28 T. 15 N., R. 19 E., and NW $\frac{1}{4}$ of Sec. 12, T. 15
29 N., R. 18 E.

TOGETHER WITH, as to all the aforesaid lands, water
rights and easements, all improvements, tenements, hereditaments
and appurtenances thereunto belonging or in anywise appertaining,
and all the reversion and reversions, remainder and remainders,
rents, issues and profits thereof, including but not by way of
limitation, all water collection, storage, transmission and dis-
tribution facilities, aqueducts, ditches, tunnels, tanks, water-
gates, flumes, weirs, syphons, watercourses, dams, culverts,
bridges, water conduits, watermeters, pipelines and flume lines,

1 the water in the North Flume area, Hobart Creek and Franktown
2 Creek Watershed and Marlette Lake, to and including a point on
3 the pipeline leading easterly from the easterly outlet of the
4 Five Mile Reservoir to Virginia City, Storey County, Nevada,
5 which point is located approximately 600 feet, more or less,
6 easterly from such outlet and at which there is presently
7 installed a watermeter.

8 TO HAVE AND TO HOLD the said premises, together with
9 the appurtenances, unto the said party of the second part, and
10 to its successors and assigns forever.

11 IN WITNESS WHEREOF, the said party of the first part
12 has hereunto set its hand and corporate seal the day and year
13 first hereinabove written.

14
15 MARLETTE LAKE COMPANY

16 By Robert S. Kull

17 Title PRESIDENT

18
19
20 ATTEST:

21 By Francis J. Fallon

22 Title SECRETARY
23
24
25
26
27
28
29

1 STATE OF NEW JERSEY }
2 COUNTY OF BERGEN } ss.

3 On this _____ day of _____, 1963, before
4 me, the undersigned, a Notary Public in and for said County
5 and State, personally appeared Herbert J. Knell and
6 Francis E. Fallon, known to me to be the President
7 and Secretary of MARLETTE LAKE COMPANY, the corporation that
8 executed the foregoing instrument, and upon oath did depose
9 that they are the officers of said corporation as above
10 designated; that they are acquainted with the seal of said
11 corporation and that the seal affixed to said instrument is
12 the corporate seal of said corporation; that the signatures
13 to said instrument was made by officers of said corporation
14 as indicated after said signatures; and that the said corpo-
15 ration executed the said instrument freely and voluntarily
16 and for the uses and purposes therein mentioned.

17 IN WITNESS WHEREOF, I have hereunto set my hand and
18 affixed my official seal at my office in said County and State,
19 the day and year in this certificate first above written.

21 W. A. H. H. H.
22 Notary Public NOTARY PUBLIC OF NEW JERSEY
23 My commission expires: JULY 16, 1964

Department of Conservation and Natural Resources

Division of State Lands

Carson City, Nevada

February 24, 1964

RECEIVED
Bur. of Land Management
NEVADA LAND OFFICE

FEB 26 1964 10:00
A.M.

NEVADA STATE OFFICE
RENO, NEVADA

Application for Right of Way

I, Hugh A. Shamberger, State Land Register of the State of Nevada, State Office Building, Carson City, Nevada, by the authority vested in me by Chapter 462 - 1963 Statutes of Nevada do hereby make application to the Department of the Interior, Bureau of Land Management, for an easement for a right of way over and through the following described property, to-wit:

Mount Diablo Meridian

T. 15 N., R. 18 E.,

Sec. 12, In NW $\frac{1}{4}$;

T. 15 N., R. 19 E.,

Sec. 18, In NE $\frac{1}{4}$ NW $\frac{1}{4}$;

T. 16 N., R. 19 E., - 048420.

Sec. 35, SW $\frac{1}{4}$,

Sec. 36, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$; 048420

T. 16 N., R. 20 E.,

Sec. 10, E $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, - 037405

Sec. 2, S $\frac{1}{2}$ SW $\frac{1}{4}$, - 037405

Sec. 16, SE $\frac{1}{4}$ SE $\frac{1}{4}$, - 048420

Sec. 20, S $\frac{1}{2}$, - 048420

Sec. 30, All - 04820

The State plans to use this right of way for the purpose of maintaining the pipeline for the transmission and storage of water at Marlette Lake.


Hugh A. Shamberger

State Land Register

Title

Exhibit B

RECEIVED

APR 24 1974

DIRECTOR OF GENERAL SERVICES

CONTRACT TO SUPPLY WATER AND CONVEY
WATER DISTRIBUTION FACILITIES
STATE OF NEVADA - COUNTY OF STOREY

1
2
3
4 THIS CONTRACT, made and entered into this 24th day of
5 April, 1974, by and between the State of Nevada, in behalf
6 of its MARLETTE LAKE WATER SYSTEM, hereinafter referred to herein
7 as "State", and the County of Storey, in behalf of the Storey
8 County Water Company, successor to the Virginia City Water
9 Company, to be a county-owned water utility servicing the cities
10 and communities of Virginia City, Silver City and Gold Hill,
11 Nevada, hereinafter referred to herein as "County"

12 W I T N E S S E T H:

13 THAT WHEREAS Chapter 713, Statutes of Nevada 1973 autho-
14 rizes the Director of the Department of Administration to sell
15 and convey a portion of the water system described herein, and
16 to execute this contract with Virginia City, it is recognized by
17 the parties hereto that, under Nevada law, the unincorporated
18 town of Virginia City is not sui juris and that Storey County
19 is the proper contracting party on Virginia City's behalf, and
20 WHEREAS the County has entered into negotiations with the
21 Virginia City Water Company to purchase the said Water Company,
22 and

23 WHEREAS said County has applied to the Farmers Home
24 Administration, U. S. Department of Agriculture, United States
25 Government, for funds to purchase the same, and

26 WHEREAS the Farmers Home Administration requires a contract
27 to supply water be executed prior to the release of any funds
28 for the purchase of said Water Company, and

29 WHEREAS it is agreed by the parties hereto that the said
30 water rights shall be transferred to and possessed by the County
31 upon the purchase of the Virginia City Water Company, and

32 WHEREAS the State and the County desire to renew that

1 certain contract entered into between the State of Nevada and the
2 Virginia City Water Company, dated February 15, 1967, substitut-
3 ing the said County for the Virginia City Water Company.

4 NOW, therefore, in consideration of the premises and the
5 mutual undertakings and obligations herein assumed, the parties
6 hereto do agree and contract as follows:

7 1. The State agrees to deliver 300,000 gallons of water a
8 day to the County pursuant to a recognized priority right. Any
9 water delivered to the County beyond the amount of 300,000 gallons
10 per day is delivered at the discretion of the State and the County
11 has no priority under the terms of this agreement to any addi-
12 tional water. The State will attempt to make additional water
13 available but such water is delivered at the discretion of the
14 State. The water used in large amounts in suppressing and extin-
15 guishing fires will not be charged to the County. The conditions
16 of limitations upon the duty of the State to supply water to the
17 County, as in this paragraph recited, are the following:

18 (a) In the event that a legal action or legal actions
19 are commenced in the future against the State in its administra-
20 tive or proprietorship capacity, in the administration of its
21 Marlette Lake Water System, claiming rights to the distribution
22 of the water of said system, or the lands embraced within said
23 system, which action or actions may culminate in a judgment or
24 judgments against the State, thereby depleting the quantity of
25 available waters for the discharge of the aforementioned provi-
26 sion, creating an impossibility of performance, the State shall
27 be released from the obligation to the extent of the impossibility
28 of performance, thus created. At present no such actions are
29 pending or contemplated.

30 (b) The rights of the County hereunder to receive
31 water from the State, by its Marlette Lake Water System, under
32 the terms and provisions hereof, are subject to the further

1 limitation of the inability of the state to supply, by reason of
2 breaks in the water line, unavoidable stoppage or interruptions
3 caused by weather conditions, icing, snow conditions, floods,
4 drought, erosion, the public enemy, strike or other acts of God
5 beyond the control of the State.

6 (c) That parties recognize that evaporation, leaks
7 and other causes will result in unaccounted for losses of water
8 in the County system for which the County will not be reimbursed
9 by its customers. To equitably adjust and distribute the expense
10 of such unaccounted for losses between the parties the State
11 agrees to give the County a credit of ten percent (10%) on each
12 monthly billing provided in paragraph 4 hereof.

13 2. The State agrees to deliver the water to the County at a
14 meter presently located near the five mile reservoir. The State
15 will remain responsible for the repair and maintenance of the
16 system lying between the water source and the syphon to Highway
17 395 at Lakeview, and the County will be responsible for the
18 repair and maintenance of its system lying from Highway 395
19 through the balance of the distribution system.

20 3. The water sold, or to be sold and delivered, under the
21 terms and provisions hereof, shall be measured by meter owned and
22 maintained by the County at the present location or at a point
23 mutually agreeable to both parties, and the reading of the meter
24 shall be by an agent of the State, monthly, on the last day or
25 approximately the last day of each month during the term hereof.

26 4. The price at which such water shall be sold during the
27 term of this contract shall be sixteen cents (\$.16) per one
28 thousand (1,000) gallons as measured by said meter until July 1,
29 1977, at which time the price shall be renegotiated on a reason-
30 able basis as reflected by the economy and the actual necessity
31 of changing the price. Billings by the State to the County shall
32 be at or near the beginning of each month during the term hereof,

1 and the County agrees to pay and settle each billing on or before
2 the fifteenth (15th) day of the month after receipt of billing,
3 representing the payment of the water services for the past com-
4 pleted calendar month.

5 5. The provisions of this contract shall become effective
6 in respect to the metered charge of water consumed by the County,
7 at the rate provided in the last preceding paragraph, on the date
8 hereafter that the County shall purchase and assume control of
9 the Virginia City Water Company.

10 6. The provisions of this contract shall remain in effect
11 until July 1, 1977. It is further agreed that this contract
12 shall become effective on the date that the County completes
13 the purchase of the Virginia City Water Company, and shall be
14 conditioned upon the said purchase. It is further agreed that
15 the State will not hold County responsible for any water pur-
16 chased by the Virginia City Water Company prior to the time the
17 County assumes control of the said Water Company.

18 7. The parties agree that in the event of a loss of sub-
19 stantial quantities of water by the County, occasioned by an
20 earthquake, the public enemy, act of God, operational losses, or
21 unforeseen circumstance beyond the control of the County, as a
22 consequence of which substantial quantities of water are lost
23 and although metered by the State are never sold to the consuming
24 public of the area served by the County, the County shall have
25 the right to make application to the State for an adjustment of
26 its billing and shall submit evidence of such emergency loss.
27 In such event, it shall be the duty of the State to adjust its
28 billing to discount therefrom the metered charge of the water
29 established as lost. In making such adjustment, the State shall
30 consider the records as to waters previously metered and other
31 relevant data and facts respecting the emergency loss, and the
32 County agrees to remedy and repair all such losses as quickly as

1 reasonably possible.

2 8. The parties further agree that if a meter (or meters)
3 breaks down, becomes "jammed" or otherwise defective in its
4 (their) operation, by which, if such meter (or meters) had not
5 become defective or inoperative an accurate reading would have
6 been obtained, such fact shall be communicated to the County.
7 After such communication, the parties shall confer and the facts
8 shall be explained to the County, after which an adjustment
9 shall be made and an accord reached as to the water that was
10 consumed, despite the fact that the meter (or meters) does not
11 register the same. In the making of such an adjustment or accord,
12 for the purposes of billing, the parties shall consider the
13 records as to water previously metered, the period of time in
14 which the defect existed, and other relevant data.

15 9. It is further provided that this contract may be amended
16 or renewed upon mutual agreement of the State and the County. If
17 the two parties can not agree upon proposed increase or decrease
18 in the rate charged for water, the matter shall be submitted to
19 arbitration before three (3) arbitrators, one representing the
20 Department of Administration, one representing the County, and
21 one to be selected from the Public Service Commission and the
22 parties agree to be bound by the decision reached by the arbitra-
23 tors.

24 10. The County shall, at its own cost and expense, comply
25 with all requirements of the Health Division of the Department
26 of Human Resources, relative to chlorination and purification
27 of all water to be sold and delivered hereunder. The State
28 will use its best efforts to provide the County with water free
29 from contamination, but cannot warrant or guarantee the purity
30 of such water.

31 11. Checks by the County in payment of the monthly billing
32 for water service or sales hereunder, at the rate aforesaid shall

1 be made payable by the County to the State, payable as follows:

2 "STATE OF NEVADA"

3 Department of General Services

4 Such checks shall be mailed to: Department of General
5 Services, Carson City, Nevada.

6 12. All notices hereunder shall be in writing, by Registered
7 Mail, and shall be directed to the parties as referred in the
8 first paragraph of this contract.

9 13. Nothing contained herein shall be construed in such a
10 manner as to require the repair or replacement of any of the
11 facilities owned by the State in the Administration of the
12 Marlette Lake Water System, or the construction of further or
13 enlarged facilities to such system, to the end that more water
14 may be made available to the County. In this respect, the parties
15 agree that any such improvements to the said system shall be under-
16 taken entirely at the discretion of the State, both as to timing
17 and as to the projects, improvements and/or enlargements.

18 14. The State hereby conveys to the County, in considera-
19 tion of the sum of Five hundred dollars (\$500.00), the syphon
20 system and rights of way relating thereto, more particularly
21 described as follows:

22 (a) High pressure syphon pipeline easement from the
23 center of Highway 395 eastward to a point terminating at the
24 Syphon Outlet in the SW 1/4 of Sec. 15, T. 16 N., R. 20 E.,
25 right-of-way based on written easement grants and United States
26 B.L.M. use permits.

27 (b) Pipeline easement from the Syphon Outlet running
28 northeasterly to Five Mile Reservoir located in the S 1/2 of SE
29 1/4 of Sec. 2, T. 16 N., R. 20 E., right-of-way based on written
30 easement grants and United States B.L.M. use permits, and also
31 including the Five Mile Reservoir.

32 In conjunction therewith, it is agreed that the pressure

1 gauges for the said syphon system will be located at the "Lakeview
2 House".

3 15. The terms and provisions of this contract shall be
4 binding upon and shall inure to the benefit of the parties hereto
5 and their respective successors and assigns.

6 IN WITNESS WHEREOF, the parties hereto have hereunto executed
7 this contract, the day and year first above written.

8 EXECUTED IN TRIPLICATE.
9

10 STATE OF NEVADA
11 Marlette Lake Water System

12 By Howard E. Barrett
13 Howard E. Barrett, Director
14 Department of Administration

15 By Peggy Glover
16 Peggy Glover, Director
17 Department of General Services

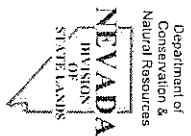
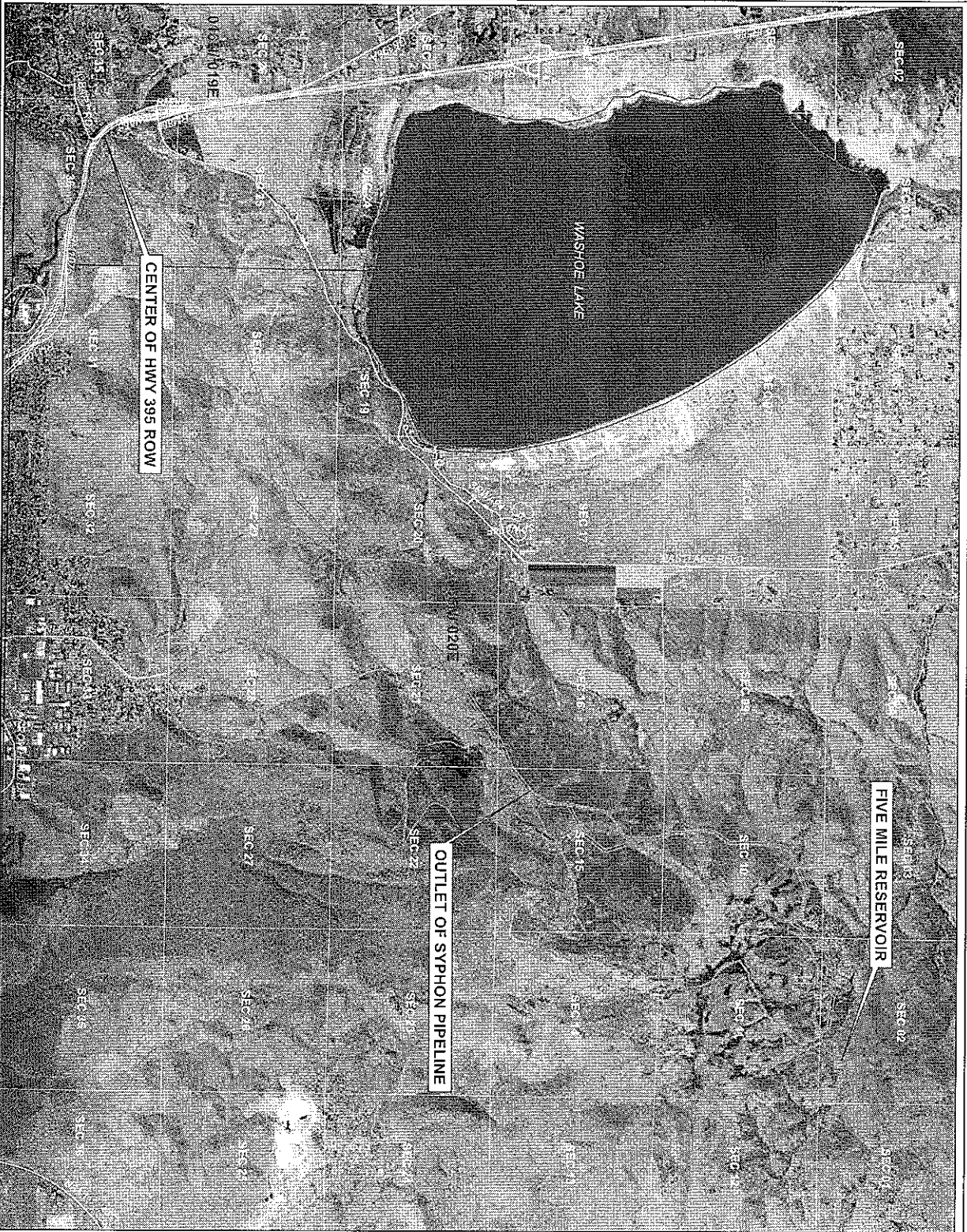
18 Approved by committee action
19 taken in Carson City, Nevada,
20 on March 29, 1974, pursuant
21 to section 8, chapter 713,
22 Statutes of Nevada 1973.

STOREY COUNTY COMMISSIONERS
in and for Storey County and the
Storey County Water Company

23
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By Floyd R. Lamb
Floyd R. Lamb, Chairman
Interim Finance Committee

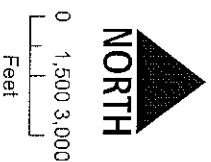
By Harry Blund
Chairman

Exhibit C



**MARLETTE PIPELINE SYSTEM
TRANSFERRED TO
STOREY COUNTY**

**EASEMENTS AND FACILITIES
TRANSFERRED**



This map has been prepared for the use of the Nevada Division of State Lands for illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data obtained hereon.

Department of
Conservation &
Natural Resources



MARLETTE PIPELINE SYSTEM
TRANSFERRED TO
STOREY COUNTY
WESTERN SEGMENT
EASEMENTS AND FACILITIES
TRANSFERRED



0 160 320
Feet

This map has been prepared for the use
of the Nevada Division of State Lands for
illustrative purposes only. It does not
represent a survey of the premises. No
liability is assumed as to the sufficiency
or accuracy of the data delineated hereon.



Exhibit D



Supreme Court of Nevada.

In the Matter of the DETERMINATION OF THE
RELATIVE RIGHTS IN AND TO THE WATERS
OF FRANKTOWN CREEK and its Tributaries in
WASHOE COUNTY, State of Nevada.

FRAKTOWN CREEK IRRIGATION COMPANY,
Inc., Appellant,

v.

MARLETTE LAKE COMPANY, a Nevada Corpo-
ration, and State Engineer of the State of Nevada,
Respondents.

No. 4386.
Sept. 27, 1961.

Proceeding on exceptions to determination of the State Engineer in regard to rights of various claimants to waters of a creek. The 2nd Judicial District Court, Washoe County, Grant L. Bowen, J., granted summary judgment adverse to an irrigation company and it appealed. The Supreme Court, Thompson, J., held that irrigation company did not acquire prescriptive rights in waters flowing in a creek, even though it used all such water for statutory period, where such use was not adverse, but was with permission of parties in control of a diversion works.

Judgment affirmed.

West Headnotes

[1] Judgment 228 186

228 Judgment

228V On Motion or Summary Proceeding

228k182 Motion or Other Application

228k186 k. Hearing and determination.

Most Cited Cases

In deciding propriety of the grant of a summary judgment, all evidence favorable to party against whom such judgment was rendered would be accepted as true.

[2] Water Law 405 1771

405 Water Law

405X Prescriptive Rights in Water or for Use or Access to Waters

405k1770 Elements of Prescription

405k1771 k. In general. Most Cited Cases
(Formerly 405k138, 405k137)

To establish a prescriptive right to use of water, the use and enjoyment must have been uninterrupted, adverse and under a claim of right and with knowledge of owner, and such use must have been for a period of at least five years. N.R.S. 11.150.

[3] Judgment 228 186

228 Judgment

228V On Motion or Summary Proceeding

228k182 Motion or Other Application

228k186 k. Hearing and determination.

Most Cited Cases

In deciding whether an issue of fact was raised, for summary judgment purposes, a court had to rely upon fact deposition of a person and disregard conclusions of a verified pleading, where the deposition did not support averment of the verified pleading.

[4] Water Law 405 1773

405 Water Law

405X Prescriptive Rights in Water or for Use or
Access to Waters

405k1770 Elements of Prescription

405k1773 k. Adverse character of use and
possession in general. Most Cited Cases
(Formerly 405k138)

An irrigation company did not acquire prescrip-
tive rights in waters flowing in a creek, even though it
used all such water for statutory period, where such
use was not adverse, but was with permission of par-
ties in control of a diversion works. N.R.S. 11.150.

[5] Water Law 405 ⚔ 1607

405 Water Law

405VII Appropriation of Waters

405VII(A) Nature and Elements in General

405k1606 Abandonment, Relinquishment,
Cancellation, or Forfeiture of Rights

405k1607 k. In general. Most Cited
Cases
(Formerly 405k151)

Where a water right vested in owner's predecessor
before 1913, it was necessary to establish owner's
intention to abandon and relinquish such right before
an abandonment could be found. N.R.S. 533.060,
subd. 2.

[6] Water Law 405 ⚔ 1607

405 Water Law

405VII Appropriation of Waters

405VII(A) Nature and Elements in General

405k1606 Abandonment, Relinquishment,
Cancellation, or Forfeiture of Rights

405k1607 k. In general. Most Cited
Cases
(Formerly 405k151)

An irrigation company could not be deemed to
have acquired right to use of certain water through
abandonment of another's right to such water, where
irrigation company did not acquire a prescriptive right
to use such water, as in the event of abandonment,
such water rights would have reverted to the state.

[7] Water Law 405 ⚔ 1609

405 Water Law

405VII Appropriation of Waters

405VII(A) Nature and Elements in General

405k1606 Abandonment, Relinquishment,
Cancellation, or Forfeiture of Rights

405k1609 k. Proceedings to determine
rights. Most Cited Cases
(Formerly 405k151)

An irrigation company could not except to state
engineer's final order of determination in regard to
water rights on theory of a party's abandonment of its
rights, where irrigation company was unable to show a
vested right to the water, or a right under permit from
the state engineer. N.R.S. 533.145, 533.170.

[8] Water Law 405 ⚔ 2460

405 Water Law

405XIII Reclamation, Irrigation, and Other Agri-
cultural Use

405XIII(C) Irrigation and Other Agricultural
Purposes

405XIII(C)8 Sale of Water and Supply and
Use for Irrigation

405k2460 k. In general. Most Cited
Cases
(Formerly 405k254)

Sale of waters from North Creek to an irrigation
company had no relation with waters of Franktown
Creek and its tributaries, and therefore irrigation
company had no right to use of a certain amount of

water from Franktown Creek based on previous sales to it from North Creek.

****1069 *348** John S. Halley, M. A. Diskin, Reno, for appellant.

Vargas, Dillon & Bartlett, Reno, Roger D. Foley, Atty. Gen., L. William Paul, ****1070** Deputy Atty. Gen., Carson City, for respondents.

***349** THOMPSON, Justice.

Throughout this opinion Marlette Lake Company will be referred to as Marlette, and Franktown Creek Irrigation Company, Inc., as Franktown.

Marlette owns a water distribution system by which water is supplied for domestic, industrial, commercial and municipal purposes to the general area comprising Virginia City, Gold Hill, Silver City and Carson City. ***350** Franktown is a private corporation through which its shareholders manage their interests in the waters of Franktown Creek.

Pursuant to NRS 533.090 Franktown, by petition, requested the state engineer to determine the relative rights of various claimants to the waters of Franktown Creek and its tributaries, including Hobart Creek. Following investigation, the state engineer entered his order granting the petition, and arranged to proceed with his determination. The final order of determination was subsequently made, and thereafter filed with the county clerk of Washoe County. Verified exceptions thereto were filed by Franktown and Marlette. NRS 533.170. A pretrial conference was held, during which various exhibits were received and certain admissions of fact made. Depositions were secured and affidavits obtained which, with the pleadings, exhibits, and admissions, formed the supporting documents for the motion for summary judgment thereafter filed by Marlette. Summary judgment was granted. Franktown appeals from that judgment.

For the purposes relevant to this appeal, the summary judgment entered by the lower court approved the final order of determination made by the state engineer. The judgment thus entered permits Marlette to appropriate 10 c. f. s. of water from Hobart Creek, a tributary to Franktown Creek, *above* the Red House diversion, for municipal, commercial, industrial and domestic purposes. The period of use is designated as January 1 to December 31, in the general area comprising the cities of Carson City, Virginia City, Silver City and Gold Hill. The judgment granted Franktown permission to appropriate 37.09 c. f. s. of water from Franktown Creek *below* the Red House diversion, for irrigation, stockwatering and domestic purposes for use on a full year basis. The allocation to Franktown is not disputed. However, Franktown asserts that the allocation to Marlette is excessive. To understand Franktown's position in this regard, the following factual information is necessary.

***351** In 1878, by agreement and deed, the predecessors of Franktown sold and conveyed to the predecessors of Marlette all waters naturally flowing in Hobart Creek at and above the Red House diversion. From that date to the present, Marlette and its predecessors have completely controlled the means which allow waters arising above the Red House diversion to flow down Franktown Creek to the lower users. At Red House the water is diverted into two flumes which, in turn, convey the water to storage tanks, and from the tanks the water is transmitted by pressure pipe lines to the Virginia City area. All waters not so diverted at Red House are allowed to spill into Franktown Creek channel, where they flow down the creek and are used by the shareholders of Franktown.

The watershed of Franktown Creek, Hobart Creek and tributaries, is located on the eastern slopes of the Carson Range. To the north, and on the western slopes of the Carson Range in the Mt. Rose area, is a separate and distinct watershed. Waters from the

last-mentioned watershed would flow naturally into Lake Tahoe, unless artificially diverted. In 1946 a predecessor of Marlette sold 5.5 c. f. s. of water to a Mr. Heidenreich who later sold to Franktown. These waters were collected from North Creek in the Mt. Rose watershed and artificially diverted to a point above Red House where they commingled with the waters of Hobart Creek. These commingled waters were then diverted at Red House in the manner above indicated. The **1071 waters collected from the Mt. Rose watershed were of such amounts as permitted diversion at Red House to the flumes without adversely affecting the ability of the diversion works to carry the waters from the Franktown and Hobart Creek watershed, except to the extent of surplus waters due to seasonal variations. The carrying capacity of the flumes below Red House is admitted to be at least 10 c. f. s.

From about 1936 until about 1943, Marlette's predecessor diverted at Red House from 1.5 c. f. s. to 4.5 c. f. s. of water into the flumes. During that period of time, all waters not so diverted flowed into Franktown Creek *352 and were applied to beneficial use by Franktown. Before, during said period, and since, Marlette and its predecessors maintained full control of the diversion works at Red House. Franktown never demanded water from Marlette's predecessor during this period, or at any time. It simply made use of the water that was not diverted and used by Marlette's predecessor.

In support of its claim that the district court erred in granting summary judgment, Franktown contends:

First: That before 1949 (Stats.Nev.1949, Ch. 83, P. 102; NRS 533.060(3)) it had acquired by prescription, i. e., by adverse use for the period of five years, the right to use all of the waters of Franktown Creek and its tributaries except the 1.5 c. f. s. to 4.5 c. f. s. mentioned above; that, in any event, an issue of material fact in this regard was raised, thus precluding summary judgment.

Second: That Marlette or its predecessor, abandoned its right to use the waters of Franktown Creek and its tributaries, including Hobart Creek, except the 1.5 c. f. s. to 4.5 c. f. s. mentioned above, and that such abandonment is available to Franktown as a defense to this adjudication; that, in any event, an issue of material fact in this regard was raised, thus precluding summary judgment.

Third: That Marlette's right to use the waters of Franktown Creek and its tributaries, including Hobart Creek, should be reduced by the 5.5 c. f. s. of water sold in 1946 by Marlette's predecessor to Heidenreich who, in turn, sold to Franktown; that, in any event, an issue of material fact in this regard was raised, thus precluding summary judgment.

[1] These contentions were presented to the lower court. In deciding whether that court was correct in granting summary judgment, we accept as true all evidence favorable to Franktown. *Parman v. Petricciani*, 70 Nev. 427, 272 P.2d 492; *Smith v. Hamilton*, 70 Nev. 212, 265 P.2d 214.

[2] *353 1. Prescription. To establish a right by prescription in Franktown before 1949 to the use of water claimed by the predecessor of Marlette, the use and enjoyment must have been uninterrupted, adverse, under a claim of right, and with the knowledge of such predecessor. *Authors v. Bryant*, 22 Nev. 242, 247, 38 P. 439, 440; *Application of Filippini*, 66 Nev. 17, 23, 202 P.2d 535, 538. Such use must have been for a period of at least five years. *Vansickle v. Haines*, 7 Nev. 249, 286; NRS 11.150. Though it is clear that Franktown did use all waters flowing in Franktown Creek and its tributaries (except the 1.5 c. f. s. to 4.5 c. f. s. of water diverted by Marlette's predecessor) for the statutory period, the record on appeal does not tend to establish that such use was adverse and under a claim of right. The opposite appears to be true. Such use was permissive, not adverse or hostile. It is ad-

mitted that Marlette and its predecessors have always maintained absolute control of the diversion works at Red House. Waters not diverted at that point were permitted to flow in Franktown Creek and were applied to beneficial use by the lower ranchers. The cases relied upon by Franktown to support its position on this issue are not in point. In *Smith v. Logan*, 18 Nev. 149, 1 P. 678, the trial court had found all elements of adverse user to be present. Because of that finding the Supreme Court affirmed the trial court in decreeing a prescriptive right in the lower user. The trial court made a similar finding in the cases of ****1072***Gardner v. Wright*, 49 Or. 609, 91 P. 286 and *Pflueger v. Hopple*, 66 Idaho 152, 156 P.2d 316. In the instant case, the elements of adverse use under a claim of right are not present.

[3] The exceptions of Franktown to the State Engineer's final order of determination constitute the pleadings, as between those parties. NRS 533.170(2). Those exceptions were verified by Lathrop, secretary of Franktown, and contain the conclusion that its use of the waters during the period mentioned was 'open, notorious, hostile and adverse.' Franktown insists that such averment ***354** contained in a pleading, verified by an officer of the company, of itself creates an issue of material fact and thus precludes a summary judgment. We need not decide this question, because in this case Lathrop subsequently gave a fact deposition, covering the same subject matter, which deposition is a part of the record on appeal. That deposition does not support the averment of the verified pleading mentioned above. Under such circumstances, we hold that, in deciding whether an issue of fact is raised, the lower court must rely upon the fact deposition of such person and disregard the conclusions of his verified pleading. *Bennett v. Flanigan*, 7 Cir., 220 F.2d 799, 803.

[4] In our view, the lower court properly decided for Marlette on this issue.

[5] 2. Abandonment: It is admitted that, as of

September 11, 1878 (the date of the agreement and deed between the predecessors of Franktown and the predecessors of Marlette), Marlette's predecessor had a vested right to use all of the waters of Franktown Creek and its tributaries, including Hobart Creek, flowing at and above the Red House diversion. Franktown contends that such right was abandoned by Marlette's predecessor by reason of the nonuse of all but 1.5 c. f. s. to 4.5 c. f. s. of water during the period from 1936 to 1943. The water right having vested in Marlette's predecessor before 1913, it is necessary to establish the owner's intention to abandon and relinquish such right before an abandonment can be found. Stats.Nev.1913, Ch. 140, § 8; amended Stats.Nev.1917, Ch. 190, P. 353; 1943 NCL § 7897; NRS 533.060(2). In *re Waters of Manse Springs*, 60 Nev. 280, 287, 108 P.2d 311, 315. Franktown submits that nonuse for the period mentioned is some evidence of an intent to abandon the water right, and of sufficient substance to withstand a motion for summary judgment. We agree that nonuse for such a period of time may inferentially be some evidence of an intent to abandon. In *re Waters of *355 Manse Springs*, supra, 60 Nev. 290, 108 P.2d 311; *Valcalda v. Silver Peak Mines*, 9 Cir., 86 F. 90, 95. However, in this case we need not decide whether such evidence of itself defeats summary judgment on this issue.

[6] We have heretofore determined that the lower court was correct in deciding that Franktown had not acquired a prescriptive right to use such waters. It is admitted that Franktown has never sought to appropriate such waters by first making application to the state engineer in the manner required by statute. If abandonment had in fact occurred, as Franktown contends, such waters reverted to the state without any title to its use outstanding against the state. In *re Waters of Manse Springs*, supra, 60 Nev. at pages 286, 287, 108 P.2d 311. Had Franktown desired to apply for such waters, it was required by statute to follow the statutory procedure. No other avenue was open by which Franktown could acquire a right to use the waters here being considered. Accordingly, it is clear

that its claim of abandonment set forth in the exceptions to the final order of determination can amount only to a claim that Marlette was awarded water that belonged to the state; it is not, and cannot be, a claim that Franktown is entitled to such waters.

[7] NRS 533.145, designating who may object to a preliminary order of determination, appears to require that the objector claim an interest in the stream system by reason of a claimed vested right or under permit from the state engineer. One or the other need be shown to establish his interest**1073 in the adjudication. NRS 533.170 permits exceptions to the final order of determination to be filed by a party in interest who is aggrieved or dissatisfied. Therefore, it is clear that the court below was correct in deciding that Franktown's claim of abandonment was not a valid exception to the state engineer's final order of determination. Franktown is not a party in interest as to that claim. Accordingly, no genuine issue as to a material fact exists as to this issue, and summary judgment was proper.

[8] *356 3. Subtraction Theory: In 1946 Marlette's predecessor sold 5.5 c. f. s. of water to a Mr. Heidenreich who, in turn, sold to Franktown. Because of that sale, Franktown insists that Marlette should not be permitted to divert more than 4.5 c. f. s. at Red House. It reaches this conclusion by stating that the capacity of Marlette's flumes at the Red House diversion has always been, and is, 10 c. f. s.; subtraction of the 1946 sale from the flume capacity leaves for Marlette's use the aforementioned 4.5 c. f. s. of water.

In our view, this contention is without merit. It is not disputed that the source of the water sold to Heidenreich is North Creek, sometimes called Third Creek, and tributaries thereto. That creek is located on the western slopes of the Carson Range, and is a part of the Mt. Rose watershed, having its natural drainage into Lake Tahoe. North Creek is not included in the present adjudication. The pre-trial order of the lower court states: 'The state engineer defined the statutory

adjudication as encompassing the watershed of Franktown Creek, including its tributary Hobart Creek and the minor tributaries of Franktown Creek on the eastern slope of the Sierra Nevada [Carson Range] in the same watershed. No other waters have at any time been comprehended in the adjudication proceeding; more particularly, Lake Tahoe, Washoe Lake Ophir Creek, Marlette Lake, North Flume and waters in the Mt. Rose area, all distinct and separate watersheds, and not encompassed thereby.' The sale in 1946 by Marlette's predecessor to Heidenreich of 5.5 c. f. s. of water had nothing to do with the waters of Franktown Creek and its tributaries, including Hobart Creek, embraced in the present adjudication.

Judgment affirmed.

BADT, C. J., and McNAMEE, J., concur.

Nev. 1961

In re Determination of Relative Rights in and to Waters of Franktown Creek, Washoe County
77 Nev. 348, 364 P.2d 1069

END OF DOCUMENT



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 06/01/15

Estimate of time required: 20 min.

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

1. **Title:** Discussion/Possible Action: Special Use Permit 2015-009. By Sean Thomas Murray and Ann Marie Aragon Murray. The applicants are requesting a SUP for a short-term vacation rental (less than 30-day rental) for an existing single-family residence located at 275 East Union Street (R1 Single-Family Residential Zone) in Virginia City, Storey County, Nevada (APN: 001-246-08).
2. **Recommended motion: (Recommended motion for denial)** In accordance with the recommendation by staff, the findings under Section 5.2 of the staff report and other findings deemed appropriate by the board, and the recommendation for denial by the planning commission, I [commissioner] hereby recommend denial of Special Use Permit Application Number 2015-009 for the use of the residence and property located at 275 Union Street (APN: 001-246-08), Virginia City, Nevada, as a transient commercial use/vacation rental or any other similar use not listed as an allowed use in the R-1 single-family residential zone pursuant to Storey County Code 17.16.020.
3. **Prepared by:** Austin Osborne
4. **Staff summary:** See enclosed Staff Report No. 2015-009.
5. **Supporting materials:** Staff Report No. 2015-009.
6. **Fiscal impact:** None on local government.

Funds Available:


Fund:

_____ Comptroller

7. **Legal review required:**

_____ District Attorney

8. **Reviewed by:**

 Department Head

Department Name:

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No.

**STOREY COUNTY
PLANNING DEPARTMENT**

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



To: Board of Storey County Commissioners

From: Storey County Planning Department

Meeting Date: June 1, 2015 at 10:00 p.m.

Meeting Location: Storey County Courthouse - 26 South B Street, Virginia City, Nevada 89440

Staff Contact: Jason VanHavel, Planner

File: 2015-009

Applicant: Ann Marie Aragon Murray

Property Owner: Sean Thomas Murray and Ann Marie Aragon Murray

Property Location: 275 East Union Street, Virginia City, NV (APN: 001-246-08)

Figures: Figure 1: Vicinity Map and Site Photos, Figure 2: Virginia City Map, Figure 3: Land Use Compatibility Table

Appendix: Appendix 1: Complete Special Use Permit Application

Guiding Documents: Storey County Code Sections: 17.16 R-1 Residential Zone, 17.12 General Provisions, 17.10 Definitions

Request: The applicant is requesting a Special Use Permit to operate as a short-term vacation rental (less than 30-day rental) an existing single-family residence located in an R-1 single-family residential zone.

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1. Background & Analysis

1.1 Site Location and Characteristics

The subject property is located at 275 East Union Street, Virginia City, Storey County, Nevada (Assessor Parcel Number (APN) 001-246-08) and is on the corner of L Street. The property is owned by Sean Thomas Murray and Ann Marie Aragon Murray. The subject property is zoned R-1 Residential (single-family residential) and the land is approximately 7,600 square feet. The property hosts a two-story residence with 1,326 square feet of living space, 3 bedrooms and 2 bathrooms. The property also has an approximately 552 square foot detached garage.

1.2 Proposed Use

The applicant proposes to use the residence as a short term (less than 30 day) vacation rental. The owners purchased the property about a year ago and were using it for a long term rental as a principal residential dwelling. By using the house as a short term vacation rental, the owners would be able to use their house during their visits to town from time to time. The owners live in Castro Valley, California and plan to retire to the property in several years.

1.3 Application for a Special Use Permit

Storey County Code (SCC) chapter 17.16.030 (E) Uses Subject to Special Use Permit includes, "Short-term vacation rental of a single-family detached residential dwelling. This provision does not apply to long-term rental and lease arrangements."

Storey County Code (SCC) chapter 17.10 defines Transient Commercial Use as, "a unit, for remuneration, as a hostel, hotel, inn, motel, resort, vacation rental, or other form of transient lodging for a term of occupancy, possession, or use of the unit or dwelling of less than 30 consecutive calendar days."

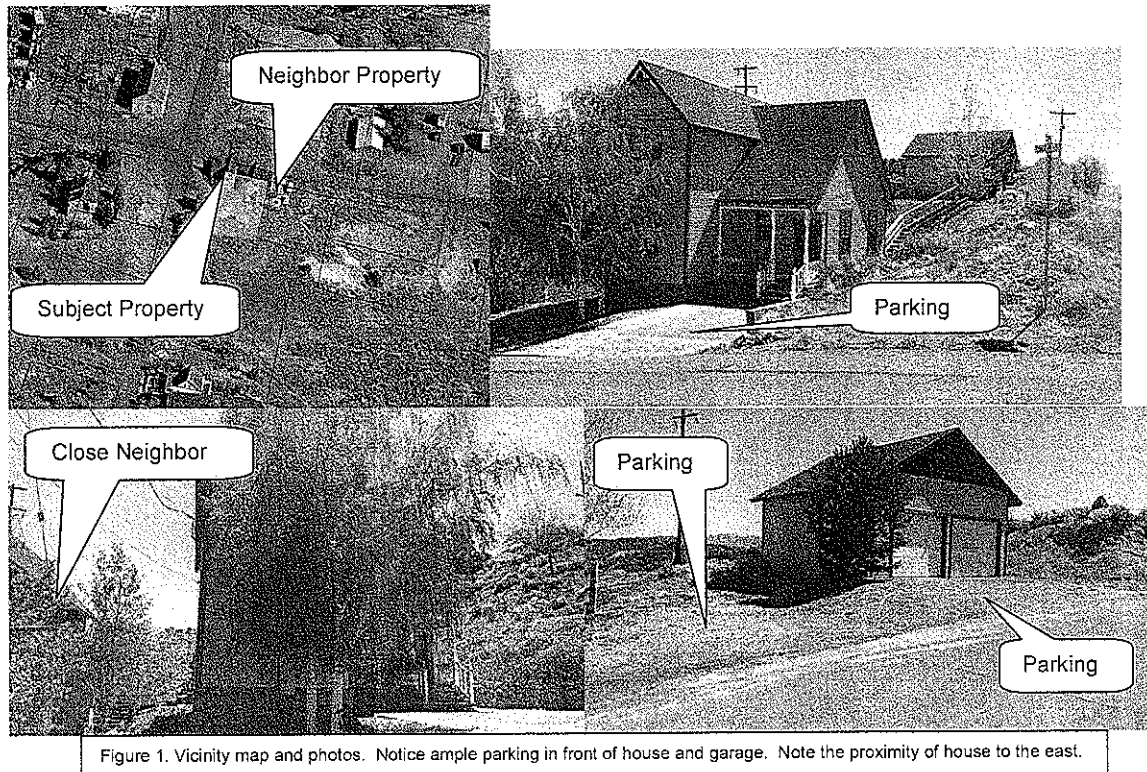
Accordingly, planning staff determined that the proposed use is classified as a Transient Commercial Use and may be considered for use in the R-1 zoning with a Special Use Permit.

1.4 Purpose and Intent of Existing Zoning

The R-1 residential zone is established to provide for the development of single-family residential uses and to prohibit the development of uses that are incompatible and detrimental to the residential environment.

1.5 Existing Abutting Land Uses

Many of the properties in the area appear to be vacant land. Abutting the subject property, there are two properties that are single family homes.



1.6 Abutting Properties Zoning

All of the properties in the area are zoned R-1 Residential.

1.7 Key Issues

The short term vacation rental or a transient commercial use house away from the downtown commercial core in Virginia City and located in an R-1 zone presents some potential adverse impacts. These potential adverse impacts include: parking, transient nature, crime, noise (especially at night), partying, and reduced real estate values of adjacent uses. Approval of this SUP should include items to address these identified potential adverse impacts.

There could be many vehicles attending the vacation rental. While there is some street parking in the area, extensive use of street parking could disrupt the neighborhood. The vehicles should be required to use the available parking spaces on the property, and this should be a condition of approval of the SUP. The submitted application does not disclose how many individuals may visit the vacation rental at any given time; therefore, it is also unknown how many vehicles may be found on the site during occupancy. Allowing vehicular parking on abutting road and right-of-ways could cause congestion for regular area traffic as well as inhibit area access by emergency vehicles and apparatus. The subject property appears to sufficiently accommodate up to 6 regular vehicles. An approval of the application should be conditioned that no on-street/off-site parking is allowed.

There is a transient nature to short term vacation rentals. Vacationers arrive and bring supplies, and leave with their supplies. Cleaning services arrive and deliver their services. These

activities tend to cause more daily trips for the property and more activity outside of the house. This additional activity tends to change the character of neighborhoods, and might have a negative impact on the area.

The City of Denver, Colorado found an increase in crime in areas with short term vacation rentals. This increase related to controlled substances and disturbing the peace. Denver also had general concerns over transients in the area when children were outside playing.

Short term vacation renters tend to party more than permanent residents. These parties can be disruptive to the harmony of a neighborhood. The noise levels can be high and at inconvenient times. This is according to *Analyzing the Impact to Denver's Neighborhoods Regarding Short-Term Rentals Including Short Term Vacation Rentals*, City of Denver, 2014. An approval of this SUP should require quiet hours. A possible schedule for daily quiet hours might be from 9:00 pm to 8:00 am. SCC 8.04 states that it is unlawful for any person to make, or cause to be made any loud, unnecessary or unusual noise which annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.

There are two concerns regarding potential impacts on property values of existing adjacent residences. Existing homes in the area of short term vacation rentals may decrease in value because other people will not want to live in the area of these rentals. The second concern is real estate values could increase in tourist areas because investors could exploit neighborhoods and create shortages of affordable housing for permanent residents. Related thereto, the approval of this vacation rental may set a precedent for the approval of additional vacation rentals in single-family residential areas, thus exacerbating the problem throughout the community. An approval of this SUP should contain a provision to limit the total number of short term vacation rental SUPs in Virginia City.

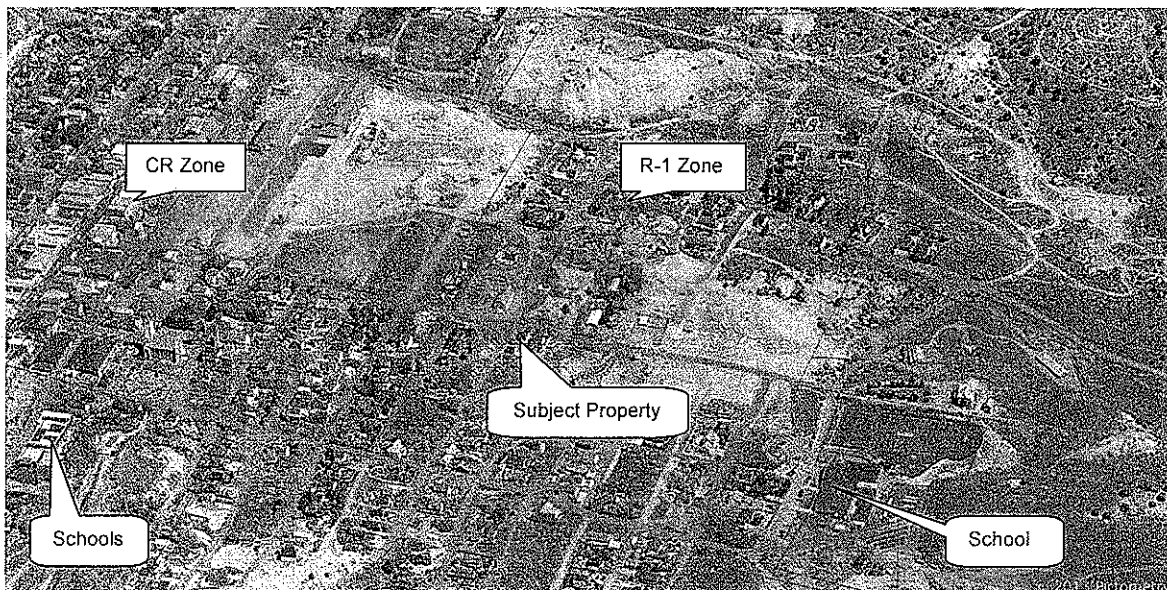


Figure 2: Virginia City, showing C Street, 275 Union Street, and Schools.

2. General Compliance with Storey County's Guiding Documents

2.1 Table 1: Land Use Compatibility

The following table shows land uses, Storey County Master Plan (Master Plan) designations and zoning for the land surrounding the subject property. There appears to be a conflict between the proposed vacation rental and the surrounding land use and Master Plan.

Figure 3: Land Use Compatibility			
Land	Land Use	Master Plan	Zoning
Applicant's Land	Single family residence	Single family residential	R-1
Land to the north	Vacant	Single family residential	R-1
Land to the south	Vacant	Single family residential	R-1
Land to the west	Single family residence	Single family residential	R-1
Land to the east	Single family residence	Single family residential	R-1

3. Compliance with the Storey County Code

3.1 Storey County Code (SCC) chapter 17.16.030 (E)

Short-term vacation rental of a single-family detached residential dwelling. This provision does not apply to long-term rental and lease arrangements.

The applicant wishes to use the subject property as a short-term vacation rental. Normally, this is not an allowable use. Nevertheless, SCC has a provision that allows this use in an R-1 zone but only with a SUP.

3.2 Storey County Code (SCC) chapter 17.10

The term 'Transient Commercial Use' refers to the use of a unit, for remuneration, as a hostel, hotel, inn, motel, resort, vacation rental, or other form of transient lodging for a term of occupancy, possession, or use of the unit or dwelling of less than 30 consecutive calendar days.

Storey County Code (SCC) chapter 17.03.150

The Special Use Permit (SUP) must not result in any 'substantial or undue adverse effect on adjacent property, the character of the neighborhood...'

The proposed Transient Commercial Use would likely be compatible with other typical uses near the downtown commercial core of Virginia City as there are other similar uses in the area. Within R-1 zoning and other single-family environments, however, the Transient Commercial Use does not appear compatible with existing uses and the purposed and intent of the single-family residential environment. Potential adverse impacts caused by transient commercial uses, including vacation rentals, include increased noise and nighttime disturbances, as well as potential criminal activity such as drunkenness, theft, and other crimes.

4. Public Comment

As of posting date, Staff had not received any public comment for this file.

5. Findings

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

5.1 Motion for Approval

The Findings listed in this subsection are the minimum to be cited in an approval or approval with conditions. The following Findings are evident with regard to the requested SUP when the recommended conditions in Section 6 are applied. At a minimum, an approval or conditional approval must be based on the following Findings:

5.1.1 Requirements by Code. The SUP complies with all federal, state, and county regulations.

5.1.2 Requirements by Code. The conditions under this SUP do not conflict with the purpose, intent, and minimum requirements in SCC 17.16 R-1 Residential Zone and SCC 17.03.150 Special Use Permits, or any other federal, state or county regulations, including building and fire codes.

5.1.3 Requirements by Code. The proposed SUP will not impose substantial adverse impacts or safety hazards on the adjacent properties or the surrounding area.

5.1.4 Use Compatibility. The conditions of approval under the SUP impose sufficient regulations on the proposed use to reasonably mitigate associated impacts on the surrounding environment and existing adjacent land uses.

5.1.5 Regulation compatibility. The conditions under the SUP are at least as stringent as and not in conflict with the applicable federal, state, and county regulations. The minimum requirements under SCC Chapter 17.03 (Administrative Provisions) and SCC 17.16 (R-1) for issuance of a SUP are incorporated into the conditions of the SUP.

5.2 Motion for Denial

Should a motion be made to deny the SUP request, the following Findings with explanation of why should be included in that motion.

5.2.1 Requirements by Code. The SUP does not comply with all federal, state, and county regulations.

5.2.2 Requirements by Code. The conditions under this SUP do conflict with the purpose, intent, and minimum requirements in SCC 17.16 R-1 Residential Zone and SCC 17.03.150 Special Use Permits, or any other federal, state or county regulations, including building and fire codes.

5.2.3 Requirements by Code. The proposed SUP will impose substantial adverse impacts or safety hazards on the adjacent properties or the surrounding area.

5.2.4 Use Compatibility. The conditions of approval under the SUP do not impose sufficient regulations on the proposed use to reasonably mitigate associated impacts on the surrounding environment and existing adjacent land uses.

5.2.5 Regulation compatibility. The conditions under the SUP are not at least as stringent as and do conflict with the applicable federal, state, and county regulations.

5.2.6 Land Use compatibility. Because subject property is in the core of the R-1 residential area, the proposed use is incompatible with the area.

6. Recommended Conditions of Approval

All conditions must be met to the satisfaction of each applicable County Department.

6.1 Special uses. Special Use Permit (SUP) No. 2015-009 is for the purpose of using the residence at 275 East Union Street (APN 001.246.08) as a short term vacation rental as defined by SCC 17.10.030, as approved by the Board of Storey County Commissioners (“Board”) with action by the Planning Commission. The SUP and use allowed thereby will comply and remain in compliance with all of the requirements under this SUP and federal, state, and county regulations. Issuance of this SUP does not convey property rights of any sort or any exclusive privilege; nor does it authorize any injury to persons or property, any invasion of other private rights, or any infringement of state or local laws or regulations.

6.2 Permits and expiration. The Permit Holder must utilize this SUP within 24 months from the date of Board approval. This SUP will remain valid as long as the SUP is utilized during any 24 month period, and the Permit Holder and facility complies with the terms of this SUP and federal, state, and county regulations.

6.3 Transfer of rights. This SUP shall belong exclusively to the record owner of the Subject Property (Sean Thomas Murray and Ann Marie Aragon Murray) so long as Permit Holder owns the property, and the SUP runs with the land. This SUP is non-transferrable.

6.4 Indemnification and insurance. The Permit Holder warrants that the future use of land will conform to federal, state, and county requirements; further, the Permit Holder warrants that continued and future use of the land shall so conform. The Permit Holder and property owner(s) agree to hold Storey County, its officers, and representatives harmless from the costs and responsibilities associated with any damage or liability, and any/all other claims now existing or which may occur as a result of this SUP. The Permit Holder must maintain satisfactory liability insurance for all aspects of this operation under this SUP for a minimum amount of \$1,000,000.00 (one million dollars) and provide proof thereof to Storey County prior securing rights to this SUP.

6.5 Business License. The Permit Holder shall obtain a Storey County Business License for a bed-and-breakfast inn before collecting revenue associated with the property as a vacation rental, and the Permit Holder shall collect and deliver the appropriate taxes from subject property as a vacation rental.

6.6 Compliance Review. At a regularly scheduled public hearing approximately one year after the approval of this SUP by the Board of County Commissioners, the Permit Holder shall provide to the Planning Commission a public presentation report featuring the following elements from the past year of the active project:

- a. The extent to which the use has or has not complied with the conditions of the SUP and applicable federal, state, and county regulations.
- b. The extent to which the use has or has not caused substantial impacts to the abutting residences and the surrounding residential environment. The summary presentation shall include at a minimum: vehicle parking and management; trash management; maintaining of the property exterior in a neat, orderly, safe, and sanitary condition; nighttime noise and disturbances; all complaints of criminal and disorderly activity on the property associated with the vacation renters and their visitors, including those on-file with the Storey County Sheriff's Office and/or the Fire Protection District.

6.7 Unlawful Noise. The Permit Holder shall be responsible for maintaining appropriate noise levels as defined in SCC 8.04. Furthermore, Permit Holder shall be responsible for quiet hours of 9:00 pm through 8:00 am, Monday through Friday.

6.8 Parking & Circulation. The Permit Holder shall be responsible for providing vehicular parking adequate in area and layout to accommodate five vehicles in connection with the short-term vacation rental. No vehicles shall be permitted to park on the public right-of-way or on the property of another. Egress, circulation, and staging areas shall be developed and maintained to the satisfaction of the Storey County Fire Protection District, as applicable.

6.9 Cleanliness. The Permit Holder shall be responsible for assuring that the entire premises and area around the premises are kept clean and free of fugitive trash at all times. There shall be a zero-tolerance policy employed by Storey County for any amount of trash (e.g., paper, plastic, bottles, cups, food scraps, cigarette butts, and other miscellaneous items) left behind on the premises after operations, or for fugitive trash exiting the premises without immediate removal. All trash receptacles shall be emptied at appropriate intervals and all trash shall be removed completely from the premises and properly disposed of. The Permit Holder shall also have and utilize subscribed Waste Management, Inc. trash pickup.

6.10 Fire prevention. There shall be no open fires, campfires, flame torches, flame lanterns, or other open flames allowed on the premises. There shall be no wood, charcoal, briquette or other such barbecuing on the premises; only UL approved gas grills may be used for "barbecuing" purposes. There shall be a fully-charged and maintained ABC Rated fire extinguisher on each floor of the residence and outside of the residence. The extinguishers shall be easily visible within common areas of the premises. The extinguishers are subject to inspection by the Storey County Fire Protection District.

6.11 Occupancy. The maximum occupancy of the property for vacation rental purposes shall be up to two persons per bedroom in the house (i.e., no more than 6 persons). There shall be no tent camping on the premises, nor shall there be any camping in campers, travel trailers, vehicles of any kind, or other recreational vehicles (RVs) allowed on the premises or on the adjacent right-of-ways.

6.12 Non-compliance and show-cause. Storey County may refer this SUP to the Board of County Commissioners for show-cause hearing for revocation based on reasons listed in this

section. The procedures for show-cause will be pursuant to Storey County Code (SCC) 17.03 (Administrative Provisions). The continuation of uses of a revoked SUP is a violation of SCC Title 17 (Zoning) and will be punishable as provided for therein or other applicable codes. The SUP may be referred to show-cause for the following reasons:

- Failure to comply with the SUP conditions, or federal, state, and county regulations, without appropriate remedy;
- Any misrepresentation made in the application for the SUP or in other official documents, or amendments thereof, submitted to a federal, state, or local agency;
- Failure to provide notice to the county on violations, disasters, notice of decisions, and other such correspondence from federal, state, and local agencies as required in this SUP;
- Valid documented evidence that one or more violations of the conditions of this SUP.

7. Power of the Board & Planning Commission

At the conclusion of the hearing, the Planning Commission must take such action thereon as it deems warranted under the circumstances and announce and record its action by formal resolution, and such resolution must recite the Findings of the Planning Commission upon which it bases its decision. The decision of the Planning Commission in the matter of granting the SUP is advisory only to the Board of County Commissioners and that governing body must consider the report and recommendation and must make such a decision thereon as it deems warranted.

8. Planning Commission action

At its regularly held meeting on May 5, 2015, the Planning Commission heard and considered testimony from the applicant, county planning staff, the public, and the nearest neighbors to the proposed use. The neighbors expressed opposition to the proposed use citing the potential for noise and other nighttime disturbances, trash and refuse, parking, safety, and privacy impacts to their residence located approximately twelve feet from the proposed vacation rental. Planning staff and the commission also discussed these potential issues, as well as such that are experienced by other jurisdictions with vacation rental properties in residential districts. After considering testimony, findings in the staff report, and staff's recommendation, the planning commission voted unanimously (with two absent from the meeting) to recommend denial of the special use permit application, thus denying the proposed use.

9. Proposed Motions

This section contains two options from which to choose. The motion for approval with the Conditions of Approval is recommended by Staff in accordance with the Findings under section 5.1 of the Staff Report. Those Findings should be made part of that motion. A motion to deny the proposed SUP may be made and that motion should cite one or more of the Findings shown in section 5.2. Other Findings determined appropriate by the Board should be made part of either motion.

8.1 Recommended Motion (motion for denial)

In accordance with the recommendation by Staff, the Findings under Section 5.2 of the Staff Report and other Findings deemed appropriate by the Board, and the recommendation for denial by the Planning Commission, I [Commissioner] hereby recommend denial of Special Use Permit Application Number 2015-009 for the use of the residence and property located at 275 Union Street (APN: 001-246-08), Virginia City, Nevada, as a transient commercial use/vacation rental or any other similar use not listed as an allowed use in the R-1 single-family residential zone pursuant to Storey County Code 17.16.020.

Summary: Denial of special use permit

8.2 Alternative Motion (Motion for approval)

In accordance with the Findings under Section 5.1 of the Staff Report and other Findings deemed appropriate by the Board, and compliance with the condition of approval in Section 6 of this report, and against the recommendation by the Planning Commission and Staff, I [Commissioner] hereby recommend conditional approval of Special Use Permit Application Number 2015-009 for the use of the residence and property located at 275 Union Street (APN: 001-246-08), Virginia City, Nevada, as a transient commercial use/vacation rental conditional on the conditions listed in section six of this report.

Summary: Approval of special use permit with conditions



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 06/01/15

Estimate of time required: 20 min.

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

1. **Title:** Discussion/Possible Action: Variance 2015-014. By Loren Purcel. The applicant is requesting a sign variance for The Red Dog Saloon located at 76 North C Street in Virginia City, Storey County, Nevada (APN 001-084-09). The applicant requests a variance for the purpose of changing the allowed width, length, and shape of a sign which will be attached to the porch of the business and allowing a painted sign on the north side of the building.

2. **Recommended motion: (Recommended motion for approval)** In accordance with the recommendation by staff and the planning commission, the findings under Section 6.1 of the staff report and other findings deemed appropriate by the board, and in compliance with all conditions of approval, I [commissioner] hereby recommend approval for Variance Number 2015-014 for the installation of a sign which will be attached to the porch of the subject property and facing C Street and a painted sign on the side (north) of the subject Property located at 76 North C Street, Virginia City, Nevada (APN: 001-084-09).

3. **Prepared by:** Austin Osborne

Department: Planning

Telephone: 847-1144

4. **Staff summary:** See enclosed Staff Report No. 2015-014.

5. **Supporting materials:** Staff Report No. 2015-014.

6. **Fiscal impact:** None on local government.

Funds Available:

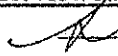
Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

 Department Head

Department Name:

 County Manager

Other agency review: _____

9. **Board action:**

[] Approved
[] Denied

[] Approved with Modifications
[] Continued

Agenda Item No.

**STOREY COUNTY
PLANNING DEPARTMENT**

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



To: Board of Storey County Commissioners

From: Storey County Planning Department

Meeting Date: June 01, 2015 at 10:00 a.m.

Meeting Location: Storey County Courthouse - 26 South B Street, Virginia City, Nevada 89440

Staff Contact: Jason VanHavel, Planner

File: 2015-014

Applicant: Candi Lediard
PO Box 1007
Virginia City, NV 89440

Property Owner: Comstock House, LLC

Property Location: 76 North C Street, Virginia City, Storey County, NV (001-084-09)

Figures: Figure 1: Site Photos with Proposed Signs, Figure 2: Site Photo, Figure 3: Land Use Compatibility Table

Appendix: Appendix 1: Complete Variance Application

Guiding Documents: Storey County Code Sections: 17.12 General Provisions, 17.30 CR Commercial Residential Zone, 17.48 H Historic Overlay District, 17.84 Signs and Billboards, NRS 384

Request: The applicant requests variances to the provisions of Storey County Code 17.84 (ordinance regulating signs and billboards) for the following purposes: 1, changing the allowed width, length, and shape of a sign which will be attached to the porch facing C Street (east) of the subject property; and 2, to allow a painted sign on the side (north) of the existing building on the subject property.

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Figure 4: Example figure from code.....8

1. Background & Analysis

1.1 Site Location and Characteristics

The subject property is located at 76 North C Street, Virginia City, Storey County, Nevada (Assessor Parcel Number (APN) 001-084-09). The property is owned by Comstock House, LLC which the Nevada Secretary of State shows Candi Lediard as a Managing Officer. The subject property is zoned CR Commercial Residential, within H Historic District Overlay, and is approximately 4,917 square feet and 3 stories. The Red Dog Saloon currently operates in this property.

1.2 Proposed Use

The applicant requests variances to the provisions of Storey County Code 17.84 (ordinance regulating signs and billboards) for the following purposes: 1, changing the allowed width, length, and shape of a sign which will be attached to the porch facing C Street (east) of the subject property; and 2, to allow a painted sign on the side (north) of the existing building on the subject property.

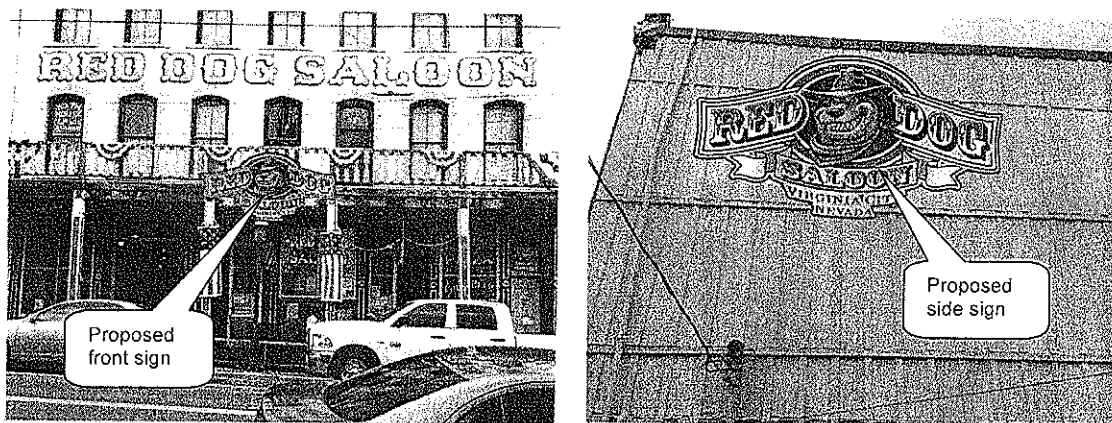


Figure 1: These photos show how the expected signs will look.

1.3 Application for a Variance

1.3.1 Storey County Code (SCC) 17.84.090 E. Signs must have a maximum dimension of 15 inches in width times the length of the building when installed on the face of a porch. Signs may be 36 inches in width times the length of the building when installed on the face of the building. Signs must be of rectangular shape. Signs may be placed either on the building face or the face of the porch.

The first proposed sign for the saloon that is attached on the porch railing and facing C Street (east) appears to be greater than the maximum 15 inches in height, does not run the full length of the building, and is not rectangular shape.

1.3.2 Storey County Code (SCC) 17.84.090 A. Signs are not permitted on sides or rear of buildings unless there is direct public access from an abutting legal public right-of-way. If such public access exists, signs must conform to regulations for building fronts.

Because there is no side entrance (north) to the subject property, no signs are allowed on the side of the subject property. If the sign is allowed on the side of the building, then the proposed sign for the saloon that will be painted on the building and facing north appears to be about the maximum 36 inches in height, does not run the full length of the building, and is not rectangular shape.

1.3.3 Further, SCC 17.03.140 Variances states: A Variance to the provisions of this title may be granted by the Board with action by the Planning Commission where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulations, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the lot or parcel, the strict application of the regulations enacted under this title would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon the owner of property.

Within this section of the SCC it also states: The Board's approval, approval with conditions, or denial of a Variance must be based on findings that indicate that the proposed use is appropriate in the location for which it is approved. The findings listed in this subsection are the minimum to be cited in an approval; the body may include additional findings in their decision. The Board and Planning Commission must cite findings of fact in the motion for approval, approval with conditions, or denial. At a minimum, the approval must be based on findings that the proposal:

1. That because of special circumstances applicable to the subject property, including shape, size, topography or location of surroundings, the strict application of the zoning ordinance would deprive the subject property of privileges enjoyed by other properties in the vicinity or under identical zone classification; and
2. That the granting of the application is necessary for the preservation and enjoyment of substantial property rights of the applicant; and
3. That the granting of the application will not, under the circumstances of the particular case, adversely affect to a material degree the health or safety of persons residing or working in the neighborhood of the subject property and will not be materially detrimental to the public welfare or materially injurious to property or improvements in the neighborhood of the subject property.

1.4 Purpose and Intent of Existing Zoning

SCC 17.30.015 Purpose and Intent states, the CR zone is intended to serve as a community focal point and provided for a center of mixed uses including single-family and multi-family residences which are integrated with commercial businesses, culture and entertainment amenities, and uses related to tourism. It is also intended to become a transportation center in the

form of a destination for vehicular, public transit, and rail traffic supporting all allowable uses. In general, the zone provides for centers and uses of regional importance and provides an integrated and attractive environment for visitors and residents. It is intended to be an area of high intensity uses in which a full range of public facilities (including water, sewer, schools, law enforcement, fire protection, etc.) will generally be focused in accordance with the County Master Plan and connected to the immediate surrounding residential uses.

NRS 384 established the Comstock Historic District. NRS 384 and SCC 17.84.090 intent is to preserve the historic look and feel of the historic district. SCC 17.48.010 adopts the provisions of NRS 384 as part of the SCC within the H historic overlay zone. The subject property is located within the Comstock Historic District. Therefore, a Certificate of Appropriateness will have to be issued by the Comstock Historic District Commission (CHDC) prior to installing the proposed signs.

1.5 Existing Abutting Land Uses

To the north of the subject property is vacant lot. The other properties in the area are various types of retail commercial (see Figure 3).

1.6 Abutting Properties Zoning

All of the properties in the area are zoned CR.

1.7 Key Issues

The applicant has applied for a sign variance to install two signs.

1.7.1 The first sign is located on the front of the porch facing C Street on the subject property. According to SCC 17.84.090, the sign needs to run the length of the building, be no more than 15 inches tall, and be rectangular shape. The sign appears to be about 36 inches tall, not run the full length of the building and is not rectangular. It appears that the sign as proposed in figure 1 does not have an adverse impact to the area. There are other legal nonconforming sign in the area. Those signs seem to have no adverse impact on the area. It is also expected that the saloon sign facing C Street will have negligible adverse impact.

1.7.2 The second sign will be painted on the side of the building. It also does not comply with SCC 17.84.090 which prohibits signs on the sides of buildings unless there is a side entrance. In this case, there is no side entrance. When signs are allowed on the sides of buildings, the ordinance for signs on the front of buildings applies to the sides. According to the size requirements outlined in 1.7.1, the proposed sign is not in compliance.

There are several legal nonconforming signs on the sides of buildings in the area. The proposed sign does not seem to create any adverse impact on the area because of the location of the sign on the side of the building. For the same reasons outlined in 1.7.1, the proposed sign should have no adverse impact on the area because of the size and shape.



Figure 2: Current site photos, front without proposed sign and side showing no entrance.

The proposed signs do not seem to adversely affect the neighboring properties, the area, or the commercial core of Virginia City.

1.7.3 SCC 17.84.090 states that, "A Certificate of Historical Appropriateness from the Comstock Historic District Commission must be submitted to the director prior to approval of any sign within the Comstock Historic District."

Any approval shall contain a condition that a Certificate of Historical Appropriateness be presented to the Storey County Planning Department for granting of the variance, and the Storey County Building/Business License Department for granting and renewal of a Storey County Business License for the associated business.

2. General Compliance with Storey County's Guiding Documents

2.1 Table: Land Use Compatibility

The following table shows land uses, Storey County Master Plan (Master Plan) designations and zoning for the land surrounding the subject property. There appears to be no conflict between the proposed and the surrounding land use and Master Plan.

Figure 3: Abutting Land Use Compatibility			
Land	Existing Land Use	Master Plan	Zoning
Applicant's Land	Saloon, Restaurant	Commercial, residential and tourism-based land uses	CR
Land to the north	Vacant, Parking; Retail	Commercial, residential and tourism-based land uses	CR
Land to the west	Single-Family Residential	Commercial, residential and tourism-based land uses	CR
Land to the south	Retail	Commercial, residential and tourism-based land uses	CR
Land to the east	Retail	Commercial, residential and tourism-based land uses	CR

3. Compliance with the Storey County Code

3.1 Storey County Code SCC 17.84.150

Variances, states that applications for a Variance may be made pursuant to SCC section 17.84 and SCC section 17.03 Administrative Provisions, and may be allowed where, in the opinion of the Storey County Board of County Commissioners (the Board) with action by the Storey County Planning Commission (the Planning Commission), the same is necessary and is not in violation of the letter and spirit of the standards set forth in the SCC.

It further states, that a Variance may not be granted where a violation of the provisions set forth by NRS 384 or any provision of SCC 17.84 applicable to the Comstock Historic District would take place.

3.2 Storey County Code 17.48.010

The provisions of NRS 384 establishing the Comstock Historic District together with any rules or regulations adopted thereto are made a part of this title within the H historic overlay zone.

The Comstock Historic District governs many of the standards per NRS 384. The Certificate of Appropriateness from the Comstock Historic District signifies that the county may approve a variance pertaining to the subject property. The proposed variance shall include the certificate from the district with conditional approval.

3.3 Storey County Code 17.84.010

The purpose of these regulations is to promote the wellbeing of the community by establishing standards that assure the provision of signs adequate to meet essential communication needs while safeguarding First Amendment rights and providing for a safe, healthy, and visually attractive and appropriate environment.

The proposed variance should not interfere with the policy stated in this code.

3.4 SSC 17.84.90 Comstock Historic District Sign Requirements

The following standards apply exclusively to all signs located on buildings as established pursuant to the terms of NRS 384. Location, size, and number of signs in Commercial (C) and CR zones are as follows: b. Signs must have a maximum dimension of 15 inches in width times the length of the building when installed on the face of a porch. Signs may be 36 inches in width times the length of the building when installed on the face of the building. c. Signs must be of rectangular shape. Signs may be placed either on the building face or the face of the porch.

The applicant seeks a variance for this code.

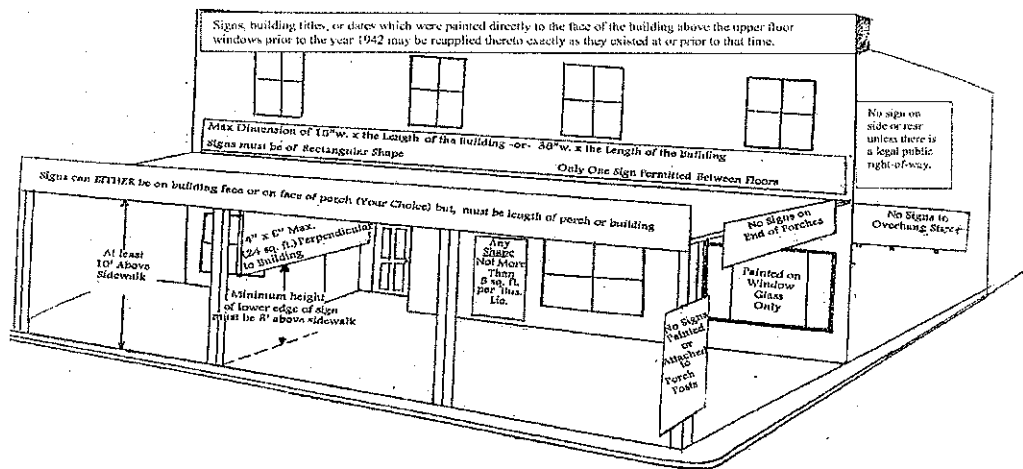


Figure 4: This figure covers the basics of sign elements in the Comstock Historic District.

4. Compliance with the Storey County Master Plan

On page 19 of the Master Plan it states:

The economic base of a county is those activities which provide basic employment and income. Storey County's economic base shifted after World War II from mining to tourism.

This variance does not interfere with the stated trend.

On page 9 in Chapter 1: Executive Summary of the Master Plan it states that the County should have a goal of long term planning of the direction of historic preservation within the district. One of the objectives for the County should be to maintain and enhance consultation between the Storey County Planning Commission and the Comstock Historic District Commission (CHDC).

The construction for this variance will only move forward with the support of the Comstock Historic District.

On page 5 of the Master Plan, objective 1.2 under Economy, Goals and Objectives: Promote commercial business activity in Virginia City which will benefit local residents as distinct from tourists and visitors.

This variance appears to add to the character of Virginia City and the business seems to offer a service and employment options to residents.

5. Public Comment

As of posting date, Staff had not received any public comment for this file.

6. Findings

The Board shall cite Findings in a motion for a recommendation for approval, approval with conditions, or denial. The approval, approval with conditions or denial of the requested Variance

must be based on Findings. The Findings listed in the following subsections are the minimum to be cited. The Board may include additional Findings in their decision.

6.1 Motion for Approval

The Findings listed in this subsection are the minimum to be cited in an approval or approval with conditions. The following Findings are evident with regard to the requested Variance when the recommended conditions in Section 7 are applied. At a minimum, an approval or conditional approval must be based on the following Findings:

6.1.1 There are special circumstances applicable to the subject property, including the configuration of the building and the location of the saloon and restaurant therein. Therefore, the strict application of the zoning ordinance deprives the subject property of privileges enjoyed by other properties in the vicinity or under identical zone classification.

6.1.2 That the granting of the Variance is necessary for the preservation and enjoyment of substantial property rights of the applicant (property owner).

6.1.3 That the granting of the Variance will not, under the circumstances of the particular case, adversely affect to a material degree the health or safety of persons residing or working in the neighborhood of the subject property and will not be materially detrimental to the public welfare or materially injurious to property or improvements in the neighborhood of the subject property.

6.1.4 The proposed Variance is in compliance with the purpose and intent of Federal, Nevada State, and Storey County regulations including, but not limited to, SCC 17.84 Signs and Billboards, and NRS 384 as determined by the Comstock Historic District Commission.

6.1.5 The proposed Variance is in compliance with and supports the goals, objectives and recommendations of the Storey County Master Plan.

6.2 Motion for Denial

Should a motion be made to deny the Variance request, the following Findings with explanation of why should be included in that motion.

6.2.1 That there are no special circumstances applicable to the subject property, including shape, size, topography or location of surroundings, the strict application of the zoning ordinance that would deprive the subject property of privileges enjoyed by other properties in the vicinity or under identical zone classification.

6.2.2 That the granting of the Variance is not necessary for the preservation and enjoyment of substantial property rights of the applicant (property owner).

6.2.3 That the granting of the Variance will, under the circumstances of the particular case, adversely affect to a material degree the health or safety of persons residing or working in the neighborhood of the subject property and will be materially detrimental to the public welfare or materially injurious to property or improvements in the neighborhood of the subject property.

6.2.4 The proposed Variance is not in substantial compliance with all Federal, Nevada State, and Storey County regulations.

6.2.5 The proposed Variance is not in substantial compliance with and does not support the goals, objectives and recommendations of the Storey County Master Plan.

6.2.6 The conditions of approval under the Variance do not adequately mitigate potential adverse impacts on surrounding uses or protect against potential safety hazards for surrounding uses.

6.2.7 No reasonable level of conditions of approval imposed on this Variance would be sufficient to reasonably mitigate visual, safety or other potential impacts on adjacent and surrounding residences and land uses.

7. Recommended Conditions of Approval

All conditions must be met to the satisfaction of each applicable County Department.

7.1 If the Variance is not exercised within 12 months of the date of approval, unless additional time is granted by the Board with action by the Planning Commission in accordance with SCC 17.03 Administrative Provisions, based upon consideration of the specific circumstances of the project, then without further action, the Variance will be null and void and no associated development activity may be made of the property except on the granting of a new Variance.

7.2 All signs must be maintained so that they remain free of graffiti and cracking, separation, splitting, ripping, chipping, and fading of exposed surfaces including, but not limited to, faces, lettering, and all structural supports. Signs must be maintained so that they remain safe, fully upright and level, and firmly secured to their place of attachment. Guy wires, tie-downs and lean-to support apparatuses are prohibited unless it can be demonstrated to the satisfaction of the Planning Director that the supports are crucial to the structural integrity of the advertising device and that design alternatives are impracticable.

7.3 The sign shall not interfere with traffic regulatory devices or otherwise obstruct motorists or pedestrian vision.

7.4 The Applicant shall not display items for sale or conduct any business on the public right-of-way or between the public traveled way and building, except as may be provided for by a temporary special events permit.

7.5 The Variance Holder must obtain a Certificate of Appropriateness from the Comstock Historic District and submit the Certificate to the Planning Department prior to installing the proposed signs, and to the Building Department Business License Division prior to obtaining the associated Storey County Business License. Additionally, all stark white coloring of the proposed sign depicted in the application must be changed to an off-white hue or other color that is shown to have existed on painted surfaces prior to the year 1942.

7.6 The Variance Holder agrees to hold Storey County, its officers, and representatives harmless from the costs and responsibilities associated with any damage or liability, and any/all other claims now existing or which may occur as a result of this Variance.

7.7 All other non-conforming signs, except for legally non-conforming signs, on the premises must be brought into compliance with the Storey County Code before the sign allowed by this Variance is installed.

7.8 Storey County Code requires every person to obtain a sign permit from the Director prior to erecting, installing or modifying a sign. Due to pending revisions in the existing sign ordinance, the proposed signs are exempt of this requirement.

7.9 Before erecting the proposed sign, the Variance Holder must show the Planning Department evidence that all property taxes on the land are paid to date.

7.10 The Variance Holder shall contact, and work with, the Storey County Building Department during the time of sign installation to ensure proper and safe installation of the sign.

8. Power of the Board & Planning Commission

At the conclusion of the hearing, the Planning Commission must take such action thereon as it deems warranted under the circumstances and announce and record its action by formal resolution, and such resolution must recite the Findings of the Planning Commission upon which it bases its decision. The decision of the Planning Commission in the matter of granting the Variance is advisory only to the Board of County Commissioners and that governing body must consider the report and recommendation and must make such a decision thereon as it deems warranted.

9. Planning Commission Action

At its regularly scheduled hearing on May 21, 2015, the Planning Commission heard and considered testimony from the applicant, county planning staff, and the public. Discussion included whether the proposed signs conform to the regulations in SCC 17.84 (Sign Ordinance) and whether approving non-conforming signs would create precedent for the approval of other such signs in the future. Past action by the Planning Commission and possible misalignment between Comstock Historic District Commission and county sign ordinance requirements were discussed. The use of the color white was discussed by the Planning Commissioners and the body voted to modify stark white coloration in the sign depicted in the application to an off-white color shown to have existed in the nineteenth and early twentieth century. After considering testimony and recommendations in the staff report, the Planning Commission voted 4 in favor and 1 opposed (two absent from the meeting) to approving the requested variance for installation of two signs on the subject property. Findings in this report were cited in the approving vote and the one opposing vote.

10. Proposed Motions

This section contains two options from which to choose. The motion for approval with the Conditions of Approval is recommended by Staff in accordance with the Findings under section 6.1 of the Staff Report. Those Findings should be made part of that motion. A motion to deny the proposed Variance may be made and that motion should cite one or more of the Findings shown in section 6.2. Other Findings determined appropriate by the Board should be made part of either motion.

9.1 Recommended Motion (motion for approval)

In accordance with the recommendation by Staff and the Planning Commission, the Findings under Section 6.1 of the Staff Report and other Findings deemed appropriate by the Board, and in compliance with all Conditions of Approval, I [Commissioner] hereby recommend approval for Variance Number 2015-014 for the installation of a sign which will be attached to the porch of the subject property and facing C Street and a painted sign on the side (north) of the subject Property located at 76 North C Street, Virginia City, Nevada (APN: 001-084-09).

Summary: Approval of variance with conditions.

9.2 Alternative Motion (motion for denial)

In accordance with the Findings under Section 6.2 of the Staff Report and other Findings deemed appropriate by the Board, and against the recommendation for approval by Staff and the Planning Commission, I [Commissioner] hereby recommend denial for Variance Number 2015-014 for the installation of a sign which will be attached to the porch of the subject property and facing C Street and a painted sign on the side (north) of the subject Property located at 76 North C Street, Virginia City, Nevada (APN: 001-084-09).

Summary: Denial of variance.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 06/01/15

Estimate of time required: 5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☒

1. **Title:** Discussion/Possible Action: Variance 2015-012. By Jennifer Barnes. The applicant is requesting a sign variance for the Mustang Ranch Steakhouse located at 5 North C Street in Virginia City, Storey County, Nevada (APN: 001-086-01). The applicant requests variances to the provisions of SCC 17.84 (ordinance regulating signs and billboards) for the following purposes: (1) to allow a sign to be more than 15 inches in width (height) which will be attached above the porch facing C Street of the subject property; (2) to allow a sign attached to the end of the porch facing Union Street (south) of the subject property, and allow more than 15 inches in width (height) of that porch-end sign; and (3) to allow a back-lighted "Open" sign to be installed inside of a window abutting Union Street but facing C Street (west) of the subject property.
2. **Recommended motion:** (Recommended motion for continuance to the July 7, 2015, meeting). In accordance with the recommendation by staff and the planning commission, the findings under Section 6.1 of the staff report and other findings deemed appropriate by the board, and in compliance with all conditions of approval, I [commissioner] hereby recommend approval for Variance Number 2015-014 for the installation of a sign which will be attached to the porch of the subject property and facing C Street and a painted sign on the side (north) of the subject Property located at 76 North C Street, Virginia City, Nevada (APN: 001-084-09). *(Note: The applicant was not able to be present at the Planning Commission hearing; therefore, the matter was continued to the June 18, 2015, planning commission meeting.)*
3. **Prepared by:** Austin Osborne
- Department:** Planning
- Telephone:** 847-1144
4. **Staff summary:** See enclosed Staff Report No. 2015-012.
5. **Supporting materials:** Staff Report No. 2015-012.
6. **Fiscal impact:** None on local government.

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

 Department Head

Department Name:

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 06/01/15

Estimate of time required: 5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☒

1. **Title:** (Continued from 05/05/15 meeting) Discussion/Possible Action: Application No. 2014-020 by the Tahoe-Reno Industrial Center, LLC to amend the text of Storey County Code Title 17 (Zoning Ordinance) by adding Chapter 17.39 I-C Industrial-Commercial Zone. The intent of the proposed I-C Zone is to provide for certain mixed-use industrial and commercial uses where found appropriate by the board with recommendation by the planning commission. Additional information including, but not limited to, reports and the draft zone text may be obtained from the Planning Department at 775.847.1144 or planning@storeycounty.org.

2. **Recommended motion:** (Continue item until August 4, 2015, board meeting.) Based on findings of fact shown in Subsection 4.1 and the conditions of approval shown in Section 5 of this report, and conformance with federal, state, and county regulations, and the master plan, and the recommendation for approval by staff and the planning commission, I (Commissioner) motion to approve Storey County Zone Text Amendment Application No. 2014-020 to include "Chapter 17.39 I-C Industrial Commercial Zone" to Storey County Code, Title 17 Storey County Zoning Ordinance.

3. **Prepared by:** Austin Osborne

Department: Planning

Telephone: 847-1144

4. **Staff summary:** Text amendment of Storey County Code Title 17 (Zoning Ordinance) as explained and recommended in Staff Report No. 2014-020.

5. **Supporting materials:** Staff Report No. 2014-020 and exhibits provided at the 12/02/14 board meeting and packet are available at the Planning Department at 775.847.1144.

6. **Fiscal impact:** None on local government.

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 06/01/15

Estimate of time required: 5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☒

1. **Title:** (Continued from 05/05/15 meeting) (Agenda Language included in Enclosure A)
2. **Recommended motion:** (Continue item until August 4, 2015 board meeting). Based on findings of fact shown in Subsection 4.1 and the conditions of approval shown in Section 5 of this report, and conformance with federal, state, and county regulations, and the recommendation for approval by staff and the planning commission, I (Commissioner) motion to approve Storey County Zone Map Amendment Application No. 2014-021 modifying the official zoning map of Storey County to include the Forestry, Natural Resources, Public, and Industrial-Commercial zones as presented by staff in this report.

3. **Prepared by:** Austin Osborne

Department: Planning

Telephone: 847-1144

4. **Staff summary:** Amendment of the Official Storey County Zoning Map as explained and recommended in Staff Report No. 2014-021.
5. **Supporting materials:** Staff Report No. 2014-021 and exhibits provided at the 12/02/14 board meeting and packet are available at the Planning Department at 775.847.1144.
6. **Fiscal impact:** None on local government.

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

 Department Head

Department Name:

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No.

Enclosure A: Agenda Language for Application No. 2014-021

(Continued from 05/05/15 board meeting) **Discussion/Possible Action:** Application No. 2014-021 by the Tahoe-Reno Industrial Center, LLC., and Storey County on behalf of The Nature Conservancy, LLC and the Union Pacific Railroad Company to amend the Official Storey County Zoning Map. The amendments will apply regulatory zones to approximately 600 acres of land located in McCarran, Nevada (River District near the Tahoe-Reno Industrial Center) which was in July of 2014 transferred from Washoe County to Storey County by means of boundary line adjustment. The subject area is described approximately as portions of: Section 31 and 32, Township 20 North, Range 22 East; Section 6, Township 19 North, Range 22 East; Section 36, Township 20 North, Range 21 East; Sections 2 and 11, Township 19 North, Range 21 East; and Section 1, Township 19 North, Range 21 East, all in the Mount Diablo Baseline and Meridian (MDB&M). The specific zones and subject properties will be as follows: (a) F Forestry zoning will be applied to land located at Assessor's Parcel Numbers (APN) 004.161.98, 004.161.99, 004.162.01, and 004.162.02; (b) N-R Natural-Resources zoning will be applied to land located at APNs 004.161.85, 004.161.86, 004.161.88, and 004.161.96; (c) I-C Industrial-Commercial zoning will be applied to land located at APNs 005.121.01, 005.121.02, 005.121.03, 005.121.04, and 005.121.05; and (d) P Public will be applied to land located at 004.161.87, 004.161.89, 004.161.90, 004.161.91, 004.161.92, 004.161.93, 004.161.94, 004.161.95, and 004.161.97, all within the approximate subject area described above. The purpose of the zone map amendment is to apply zoning to newly acquired land in Storey County that is consistent with surrounding uses and the Storey County Master Plan. Prior to their transfer into Storey County, the properties were zoned in Washoe County as Agriculture, Medium Density Rural, Industrial, and Public Infrastructure. Additional information including, but not limited to, reports and maps may be obtained from the Planning Department at 775.847.1144 or planning@storeycounty.org.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 6-1-15

Estimate of time required: 0 - 5

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

1. **Title:** Business License Second Readings -- Approval

2. **Recommended motion:** Approval

3. **Prepared by:** Stacey Bucchianeri

Department: Community Development

Telephone: 847-0966

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

5. **Supporting materials:** See attached Agenda Letter

6. **Fiscal impact:** None

Funds Available:

Fund:

___ Comptroller

7. **Legal review required:** None

___ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Community Development

☒ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No.

Storey County Community Development

Business Licensing

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

To: Vanessa Stephens, Clerk's Office
Pat Whitten, County Manager

May 22, 2015
Via email

Please add the following item(s) to the **June 1, 2015**, COMMISSIONERS Agenda:

Storey County Building Department has inspected and found that the following businesses meet code requirements necessary to operate in the county:

LICENSING BOARD SECOND READINGS

- A. **WORLD SOURCE INTEGRATION, INC** – Contractor / 1201 North Raddant Rd ~ Batavia, IL (equipment supply)
- B. **PEDRO & MARIA BECERRA TORRES** – General / 26 E Prater ~ Sparks (handyman & cleaning)
- C. **GERHARDT & BERRY CONSTRUCTION** – Contractor / 2134 Kleppe Lane ~ Sparks (engineering)
- D. **STEPHON'S MOBILE BISTRO** – General / 1810 Andesite Avenue ~ Reno (food truck)
- E. **SIERRA CATERING CO., LLC** – General / 840 Washington Street ~ Reno (food truck)
- F. **LEE JOSEPH, INC.** – Contractor / 864 South Wells Avenue ~ Reno (pool repairs)
- G. **PWS CONSTRUCTION** – Contractor / 5290 Orcutt Rd ~ San Luis Obispo, CA (contractor)
- H. **NOTHING BUT SKULLS VIRGINIA CITY NV** – General / 11 North C Street (Retail Sales) VC
- I. **IONIX, LLC** – General / 3033 Waltham Way, Unit 5 (metal fabrication) location change TRI
- J. **RICH DOSS, INC.** – General / 201 Wild Horse Canyon Drive (transportation) MCC

Inspection Required

ec: Chris Hood, Building Dept.
Austin Osborne, Planning Dept.
Dean Haymore, Economic Dev.

Gary Hames, Fire Dept.
Patty Blakely, Fire Dept.
Assessor's Office

Sheriff's Office
Kris Wilkison
Jessie Fain