

# STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, MARCH 15, 2016 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 REGULAR MEETING AT 10:00 A.M.
2. PLEDGE OF ALLEGIANCE
3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for March 15, 2016

### 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. )

4. For possible action approval of Payroll Checks date 02/26/16 for \$382,147.31, date 02/29/16 for \$2,698.67 and date 3/04/16 for \$121,997.52 and \$75,404.04. Accounts Payable Checks date 03/4/16 for \$519,398.53 and \$5,970.31.
5. For possible action approval of Treasurer Report for February 2016

6. Correspondence:
  - A. Monthly report from Storey County Fire Protection District
7. For possible action approval of Business Licenses First Readings:
  - A. **3D CONCRETE, INC. - Mining/ 655 Peru Drive TRI**
  - B. **FRANK M. BOOTH - Contractor / 222 Third St. ~ Marysville, CA (contractor)**
  - C. **HORROCKS ENGINEERS, INC. - Contractor / 2162 W.Grove Pkwy. Ste.400 ~ Pleasant Grove , UT (Consultant Civil Engineering Services)**
  - D. **RED HAWK FIRE & SECURITY - Contractor / 5100 Town Center Circle Ste 350 ~ Freemont , CA (Fire and Life Safety)**
  - E. **SUNSTATE EQUIPMEMENT CO., LLC - Contractor / 5552 E Washington St. ~ Phoenix, CA (Deliveries, Construction equipment rentals)**
  - F. **SYNERGY CONSTRUCTION, LLC. - Contractor / 4730 S Ft. Apache Rd Ste.300 ~ Las Vegas, NV (Construction )**
  - G. **NEFAB PACKING WEST, LLC - Contractor / 8477 Central Ave ~ Newark, CA (manufacturing)**
  - H. **DAMON INDUSTRIES dba Service World - General / 822 Packer Way ~ Sparks (Juice Sales & Service)**
  - I. **ADAMS & GARTH, INC. - General /7130 Glen Forest Dr. Ste.110 ~ Richmond , VA (Staffing & Recruiting)**
  - J. **AIRGAS USA, LLC - Contractor / 3737 Worsham Ave ~ Long Beach, CA (welding Supplies, medical Supplies )**
  - K. **REDS FIRE & FLOOD - Contractor / 2410 Walnut St ~ Reno (Construction Repair)**
  - L. **TESLA MOTORS NV, INC. - General / 420 USA Pkwy. ~ (Service Electrical Motors)TRI**
  - M. **PRODUCTION INNOVATION - General / 287 Belblossom Way ~ Los Gatos, CA (Sales & Consulting.)**
  - N. **EC COMPANY -- Contractor / PO Box 10286 ~ Portland, OR (Construction & Resale of Generators )**

**END OF CONSENT AGENDA**

8. **DISCUSSION ONLY (No Action - No Public Comment):** Committee/Staff
9. **BOARD COMMENT (No Action - No Public Comment)**
10. **DISCUSSION ONLY:** Presentation from Gregg Jones, President and CEO of EP Minerals.
11. **DISCUSSION/POSSIBLE ACTION:** Public Hearing to consider approval of Resolution 16-436 authorizing the lease of County property located at 1705 Peru Drive to Ames Construction, Inc.  
\*This item will be heard at 10:30am

**RECESS AS BOARD OF COUNTY COMMISSIONERS TO CONVENE STOREY COUNTY FIRE PROTECTION DISTRICT BOARD**

12. **DISCUSSION/POSSIBLE ACTION:** Consideration and possible approval of Resolution 16-435 establishing a Capital Projects Fund for the Storey County Fire Protection District.

**ADJOURN AS STOREY COUNTY FIRE PROTECTION DISTRICT BOARD TO RECONVENE  
AS STOREY COUNTY BOARD OF COMMISSIONERS**

13. **DISCUSSION/POSSIBLE ACTION:** Consider approval of Memorandum of Understanding with Nevada Department of Taxation and Nevada Tax Commission to authorize Storey County Officials to review records of Department of Taxation to determine whether there has been a proper reporting of transactions subject to sales and use taxes within Storey County.
14. **DISCUSSION/POSSIBLE ACTION:** Second reading of Ordinance No. 15-267 amending Storey County Code Title 8 Health and Human Safety by adding chapter 8.01 Nuisances and providing a uniform process for abating all the different nuisance complaints in the code. The amendment also changes the existing nuisance procedures in other parts of the Code to be consistent with the new chapter and provides for other properly related matters.

**COMMUNITY DEVELOPMENT AND PLANNING**

**15. FOR POSSIBLE ACTION, LICENSING BOARD SECOND READINGS:**

- A. **DESERT VALLEY DENTAL OF TRI, INC. - General / 420 USA Parkway TRI**
- B. **WESTERN PARTITIONS, INC. - Contractor / 8300 SW Hunziker Road ~ Tigard, OR (contractor)**
- C. **ROLLING PLAINS CONSTRUCTION, INC. - Contractor / 12331 North Peoria St. ~ Henderson, CO (fireproofing contractor)**
- D. **HELIX ELECTRIC OF NEVADA, LLC - Contractor / 3078 East Sunset Road ~ Las Vegas (elect. cont.)**
- E. **MEDIC ELECTRIC, LLC - Contractor / PO Box 612 ~ Sparks (residential contractor)**
- F. **ERGOMAT, INC. - Contractor / 7469 Industrial Pkwy ~ Avon Lake, OH (installation of fatigue matting)**
- G. **MARTIN HARRIS CONSTRUCTION, LLC - Contractor / 3030 South Highland ~ Las Vegas (contractor)**
- H. **BORGES ARCHITECTURAL GROUP - Contractor / 1478 Stone Point Dr ~ Roseville, CA (architectural)**
- I. **COLOG, INC. - Contractor / 810 Quail Street ~ Lakewood, CO (geophysical/hydrophysical services)**
- J. **ITEM WEST, LLC - Contractor / 9725 South 500 West ~ Sandy, UT (manufacturing solutions)**
- K. **EDAX, INC. - Contractor / 91 McKee Drive ~ Mahwah, NJ (equipment manufacturing)**
- L. **FRIENDLY PLUMBING, INC. - Contractor / 1744 C Street ~ Sparks (plumbing contractor)**
- M. **APOLLO SHEET METAL, INC. - Contractor / 1207 West Columbia ~ Kennewick, WA (mech. Cont.)**
- N. **FUTURE ELECTRONICS, CORP., -- Contractor / 237 Hymus Blvd ~ Pointe-Claire CANADA (electronics distributor/installer)**
- O. **ICG CONSTRUCTION, LLC - Contractor / 500 Ryland ~ Reno (concrete contractor)**
- P. **GEOTEMPS, INC. - General / 970 Caughlin Xing ~ Reno (Staffing solutions)**

**16. PUBLIC COMMENT (No Action)**

**17. ADJOURNMENT**

**18. CALL TO ORDER CLOSED SESSION** - Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Employees Association/ AFSCME 4041 Comstock Chapter.

**NOTICE:**

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

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

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

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

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

(3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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

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

#### **CERTIFICATION OF POSTING**

I, Vanessa Stephens , Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before March 10, 2016; Virginia City Post Office at 132 S C St, Virginia City, NV, the Storey County Courthouse located at 27 S B St, Virginia City, NV, the Virginia City Fire Department located at 145 N C St, Virginia City, NV, the Virginia City Highlands Fire Department located a 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV.

By Vanessa Stephens  
Vanessa Stephens Clerk-Treasurer



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: March 15, 2016

Estimate of time required: 0 min

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

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1. For possible action approval of Payroll Checks date 02/26/16 for \$382,147.31, date 02/29/16 for \$2,698.67 and date 3/04/16 for \$121,997.52 and \$75,404.04. Accounts Payable Checks date 03/4/16 for \$519,398.53 and \$5,970.31.

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

R. Murphy County Manager

Other agency review: \_\_\_\_\_

9. Board action:

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 4

STOREY COUNTY PAYROLL SYSTEM  
Check Register

Rept: PR0510A  
Run: 02/24/16 09:33:08

Payroll Type: Regular      Check Date: 02/26/16      Period-end Date: 02/21/16  
Payroll Groups: 1 2 3 4 5 6 7 8 9

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFPS:			56,780.60
Total Deductor Checks:			8,908.87
Total Employee Checks:			1,012.82
Total Employee Direct Deposit:			268,147.14
Total Employee Deds Xferd on Dir Dep File:			8,376.46
Total User Transfer to Deductor:			38,921.42
Total Disbursed:			382,147.31

Approved by the Storey County Board of Commissioners: \_\_\_\_\_

CHAIRMAN	COMMISSIONER	COMMISSIONER
COMPTROLLER		
TREASURER		

Payroll Type: Special  
Payroll Groups:  
Check Date: 02/29/16  
Period-end Date: 02/24/16

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:			613.22
Total Deductor Checks:			.00
Total Employee Checks:			1,616.56
Total Employee Direct Deposit:			.00
Total Employee Deds Xferd on Dir Dep File:			.00
Total User Transfer to Deductor:			468.89
Total Disbursed:			2,698.67

Approved by the Storey County Board of Commissioners: \_\_\_\_\_

CHAIRMAN	COMMISSIONER	COMMISSIONER
COMPTROLLER		
TREASURER		



Payroll Type: Deductor      Check Date: 03/04/16

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:			.00
Total Deductor Checks:			121,997.52

Approved by the Storey County Board of Commissioners: \_\_\_\_\_

CHAIRMAN	COMMISSIONER	COMMISSIONER
_____	_____	_____
COMPTROLLER	_____	_____
_____	_____	_____
TREASURER	_____	_____

Payroll Type: Deductor      Check Date: 03/04/16

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:			.00
Total Deductor Checks:			75,404.04

Approved by the Storey County Board of Commissioners: \_\_\_\_\_

CHAIRMAN	COMMISSIONER	COMMISSIONER
COMPTROLLER		
TREASURER		

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
84876	ALSCO INC	ST 71 LAUNDRY		3/04/16	75965	10.60	
		ST 72 LAUNDRY		3/04/16	75965	8.77	
		ST 75 LAUNDRY		3/04/16	75965	10.52	
		ST 74 LAUNDRY		3/04/16	75965	10.52	
		CH		3/04/16	75909	37.30	
		CH		3/04/16	75909	37.30	
		SHOP		3/04/16	75909	45.69	
		SHOP		3/04/16	75909	50.79	211.49
84877	AMERIGAS PROPANE LP	ACCT 201039552		3/04/16	75937	233.34	233.34
84878	ARC HEALTH AND WELLNESS	LEWIS INOCULATION		3/04/16	75946	72.75	
		SMITH PHYSICAL		3/04/16	75946	389.09	
		CARTER		3/04/16	75984	140.70	602.54
84879	AUTO & TRUCK ELECTRIC, INC						
84880	BATTERIES PLUS (RENO)	FRGTUNER-STARTER, ALT		3/04/16	75981	690.00	690.00
		FIRE RANGER- BATTERY		3/04/16	75910	130.49	
		SHOP56405-WORKLIGHT		3/04/16	75910	18.95	
		SHOP-AAA		3/04/16	75910	11.69	
		WTR PLNT BATTERIES		3/04/16	75910	99.00	260.13
84881	BEST SIGNS & IMAGES, LLC	CEM GIN TABLE TOPS		3/04/16	75956	525.00	525.00
84882	BLACKPOINT LLC	RADIO PROGRAM & INSTALL		3/04/16	75998	360.00	360.00
84883	BOB BARKER COMPANY INC	FEMININE HYGIENE SUPPLIES		3/04/16	75979	33.46	
		FEMININE HYGIENE SUPPLIES		3/04/16	75979	121.36	154.82
84884	BRANDON, RUSSELL D	PUBLIC ADMINISTRATION		3/04/16	76007	60.00	60.00
84885	BRINDLEE MOUNTAIN FIRE	2004 55' LADDER		3/04/16	75990	130,000.00	130,000.00
84886	BURRELL, SCOTT LEWIS	FEB 11-24, 2016		3/04/16	75938	330.00	
				3/04/16	75938	36.00	366.00
84887	CAPITAL CITY AUTO PARTS	COMDEV-ABS SENSOR		3/04/16	75911	94.89	
		STOCK-FILTER		3/04/16	75911	97.78	
		PW48224- HOSE		3/04/16	75911	23.80	
		SHOP56405-ZILLA REEL		3/04/16	75911	124.00	
		CREDIT		3/04/16	75911	6.70	333.77
84888	CARSON VALLEY OIL CO INC	PW-UNL & DSL		3/04/16	75912	833.36	
		PW- UNL & DSL		3/04/16	75912	1,107.15	1,940.51
84889	CELLCO PARTNERSHIP	INV 9760364689		3/04/16	75947	80.01	
		INV #9760014993 WIFI 2/16		3/04/16	76016	40.01	
		772263062-00001 IPAD		3/04/16	75913	1,520.50	
		775 443-5802 WHITTEN		3/04/16	75935	40.01	
		IT IPAD CELL		3/04/16	76020	90.70	
		HUGHS PHONE		3/04/16	75995	40.01	1,811.24
84890	CENTRAL SANITARY SUPPLY						
84891	CITY OF CARSON TREASURER	CUST NO 132674		3/04/16	75939	49.50	
				3/04/16	75939	47.84	97.34

Report No: FB1315  
Run Date : 03/03/16

STOREY COUNTY  
CHECK REGISTER 3/04/16

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
84892	COLLECTION SERVICE OF NEV	2014, 2015, 2016		3/04/16	75969	15,000.00	15,000.00
84893	COMMUNITY CHEST INC	GARNISHMENT DISBURSED		3/04/16	75980	17.34	17.34
84894	COMSTOCK CHRONICLE (VC)	MARCH2016 PROGRAM SUPPORT		3/04/16	76013	100.00	
		NOTICE TO TAXPAYERS		3/04/16	75921	11,833.33	11,933.33
84895	COMSTOCK MOVIE STUDIOS LL	BOARD OF EQUALIZATION		3/04/16	75960	136.50	214.50
84896	COSTCO HSBC BUS SOLUTIONS	ST. MARY'S SECRET		3/04/16	76029	500.00	500.00
84897	DAIOHS USA INC	UNPAID BAL 10/30/16		3/04/16	75996	83.13	83.13
		ST 72 WATER		3/04/16	75971	73.95	
		ST 71 WATER		3/04/16	75971	30.95	
		ST 74 WATER		3/04/16	75971	36.95	
		ST 75 WATER		3/04/16	75971	30.95	
		MARCH 2016		3/04/16	76005	25.95	
		WATER COOLER RENTALS		3/04/16	75974	82.85	
		CH- DRINK WATER		3/04/16	75973	51.90	
		MONTHLY COOLER RENTAL		3/04/16	76032	25.95	359.45
84898	DISH DBS CORPORATION	800 PERI RANCH LCKWDCENTR		3/04/16	75925	79.00	79.00
84899	DYNAMIC DIESEL, INC	FR51842- DIAGNOSTIC		3/04/16	75914	150.00	150.00
84900	ELLIOTT AUTO SUPPLY INC	STOCK-DEL 10		3/04/16	75915	59.94	
		STOCK-OIL		3/04/16	75915	91.00	
		SHOP56405-PULLEY,BELT		3/04/16	75915	143.54	
		IT- OIL		3/04/16	75915	27.60	
		BC70-HUB		3/04/16	75915	543.34	
		SO66001-DEL 34PS		3/04/16	75915	88.45	953.87
84901	FCC COMMUNICATIONS, LLC	MISC REPAIRS LINE AUDIT		3/04/16	76003	484.00	484.00
84902	FERRELLGAS LP	PROPANE		3/04/16	75975	352.87	
		WTR PLANT		3/04/16	75945	1,150.52	1,503.39
84903	RAYBURN, STUART	TRUCK CO#1 & LOOSE EQUIP		3/04/16	76000	229,194.36	229,194.36
84904	FLEET HEATING & AIR INCOR	SWITCH 1705-AIR/HEAT		3/04/16	75972	347.00	347.00
84905	FLYERS ENERGY LLC	LW-REG & DSL		3/04/16	75916	653.10	653.10
84906	GRANSBERRY, TOM	45X 14.50		3/04/16	75994	652.50	
		45X 2		3/04/16	75994	90.00	742.50
84907	HAT, LTD	FUEL SUBGRANT LABOR		3/04/16	75948	1,926.73	
		FUEL SUBGRANT LABOR		3/04/16	75948	3,434.02	5,360.75
84908	HD SUPPLY FACIL MAINT LTD	ORION PH ELECTRODE		3/04/16	75929	240.95-	
		TURBIDIMETER		3/04/16	75929	2,124.81	1,883.86
84909	HENRY SCHEIN	EMS SUPPLIES		3/04/16	75949	624.68	624.68
84910	HIGH DESERT MICROIMAGING						

VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRAN#	AMOUNT	CHECK TOTAL
84911 HOME DEPOT CREDIT SERVICE	IMG-FILM RED/UR123395-502		3/04/16	76028	184.85	184.85
	1705 TRN ROOM REMODEL		3/04/16	75918	163.39	
	1705 TRN ROOM-REMODEL		3/04/16	75918	37.52	
	AMES 1705-SUPPLIES		3/04/16	75918	249.54	
	AMES 1705-SUPPLIES		3/04/16	75918	25.63	
	AMES 1705-SUPPLIES		3/04/16	75918	50.52	526.60
84912 HOSE & FITTINGS ETC	FRGHTLINER-SEAL-LOK PLUG		3/04/16	75917	73.62	73.62
84913 HYDRAULIC INDUSTRIAL SERV	PW FRGHTLINER-CAP.PLUG		3/04/16	75919	127.28	127.28
84914 HYNICK, KARENA	WATER DEP REFUND		3/04/16	75967	58.09	58.09
84915 IT1 SOURCE LLC	PATCH PANEL TRI BUILDOUT		3/04/16	76022	196.08	
	1500 UPS X 2		3/04/16	76022	403.98	600.06
84916 JAMES C MCLENNAN MDPC	HEALTH OFFICER MARCH2016		3/04/16	75923	500.00	500.00
84917 JBP LLC	SHOP-FLOOR DRY		3/04/16	75926	14.98	14.98
84918 LAKE VALLEY FIRE PROTECTI	COMPRESSOR		3/04/16	75988	5,999.00	5,999.00
84919 LEE, JAMES DONALD	GARNISHMENT DISBURSED		3/04/16	75978	85.64	
	GARNISHMENT DISBURSED		3/04/16	75978	122.20	207.84
84920 LIFE-ASSIST INC	EMS SUPPLIES		3/04/16	75950	183.16	183.16
84921 LINCOLN NATIONAL LIFE	COBRA MADDOX		3/04/16	76031	32.54	
	RETIREE DENTAL		3/04/16	76031	690.30	722.84
84922 LIQUID BLUE EVENTS LLC	MARCH RETAINER		3/04/16	75940	2,285.00	
	DEV DO SALOON CRAWL		3/04/16	75940	3,181.38	5,466.38
84923 LIQUID BLUE EVENTS LLC	OYSTER BANK		3/04/16	75957	4,500.00	4,500.00
84924 MA LABORATORIES INC	DA PC FOR DEBRA		3/04/16	76021	1,514.79	1,514.79
84925 MACKAY MANSION MUSEUM	FEB 11-24, 2016		3/04/16	75941	64.00	64.00
84926 MARK TWAIN COMMUNITY CTR	MARCH2016 PROGRAM SUPPORT		3/04/16	75924	1,666.00	1,666.00
84927 METRO OFFICE SOLUTIONS IN	SUPPL-FY2016		3/04/16	76004	24.04	
	TONER & PASTERERS		3/04/16	75961	175.43	
	TONER, ENVELOPES, STICKIES		3/04/16	75977	201.25	
	OFFICE SUPPLIES		3/04/16	75964	21.94	
	CALCULATOR, 6X9 ENEVELOPE		3/04/16	76002	38.97	
	OFFICE SUPPLIES		3/04/16	76033	57.29	518.92
84928 MORRIS, ROBERT T	BILLING FOR JANUARY 2016		3/04/16	76006	5,250.00	5,250.00
84929 NAPA AUTO & TRUCK PARTS	SHOP-BAT CHRGR		3/04/16	75933	269.00	269.00
84930 NEV COMPTROLLER			3/04/16	76024	125.00	
			3/04/16	76024	175.00	
			3/04/16	76024	259.00	
	EE					

Report No: PB1315  
Run Date : 03/03/16  
CHECK  
NUMBER

STOREY COUNTY  
CHECK REGISTER 3/04/16

VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
84931 NEV DEPT TAXATION	VIRGINIA CITY TOURISM COM		3/04/16	76024	2,082.00	2,641.00
84932 NEV LEGISLATIVE COUNSEL	ENVELOPES		3/04/16	76010	16.74	16.74
84933 NEV RURAL WATER ASSOC			3/04/16	76012	100.23	459.40
84934 NEV TREASURER			3/04/16	76012	197.71	
84935 NEVADA BLUE LTD (RNO)			3/04/16	76012	161.46	
84936 NEVADA FIRE CHIEFS ASSN	I POWERS,B HILLER,L EVANS		3/04/16	75936	1,500.00	1,500.00
84937 NEVADA JUDGES OF LIMITED	PRINTING COSTS		3/04/16	76025	10.00	10.00
84938 NOVI AND WILKIN	DEPT ANNUAL DUES		3/04/16	76034	16.10	15.10
84939 OFFICE DEPOT INC	NNUAL DUES		3/04/16	75951	200.00	200.00
84940 OREGON AUTO FINANCE	DUPRE, JOANNA		3/04/16	76008	250.00	250.00
84941 OWENS EQUIPMENT SALES	OFFICE SUPPLIES		3/04/16	75959	1,325.00	1,325.00
84942 PESTO INC	TAPE		3/04/16	76027	51.72	
84943 PETRINI, ANGELO D	BATTERIES AND PENS		3/04/16	75999	12.04	81.73
84944 PIASECK, MELISSA MD PC	GARNISHMENT DISBURSED		3/04/16	75983	113.18	113.18
84945 PIERSON, JANET	VACTOR- HOSE,ENDS,CLAMPS		3/04/16	75927	2,611.61	2,611.61
84946 PITNEY BOWES GLOBAL (LEA)	1/4 PG RNO TAHOE GTWAY AD		3/04/16	75933	900.00	900.00
84947 PROFESSIONAL FINANCE CO I	FEB 11-24, 2016		3/04/16	75942	28.00	28.00
84948 PURCELL TIRE & RUBBER CO	BOOKS FOR GIFT SHOP		3/04/16	76011	1,800.00	1,800.00
84949 RAD STRATEGIES INC	LEASE PAYMENT		3/04/16	75970	312.00	312.00
	GARNISHMENT DISBURSED		3/04/16	75962	1,190.97	1,190.97
	BC70-TIRES		3/04/16	75987	117.75	117.75
	EVENT EBLAST		3/04/16	75982	1,128.84	1,128.84
	VCTC		3/04/16	75943	1,532.21	
	DATA BASE VCTC		3/04/16	76035	2,000.00	
	CEMETERY GIN		3/04/16	76035	375.00	
	MEDIA COUNTY		3/04/16	76035	500.00	
84950 RAY MORGAN CO INC (CA)	SCDA STAPLES		3/04/16	76035	1,800.00	6,207.21
84951 RELIANCE STANDARD LIFE IN	GL 152469-01 RETIREE LIFE		3/04/16	76018	70.30	70.30
84952 RENO TAHOE TERRITORY	K. DEMUTH		3/04/16	76036	5.70	5.70
84953 ROADSHOWS INC	SPRING RALLY SPONSORSHIP		3/04/16	75958	300.00	300.00
84954 RUPPCO INC			3/04/16	75992	1,000.00	1,000.00

Report No: PB1315  
Run Date : 03/03/16  
CHECK  
NUMBER

VENDOR

84955 SAINT MARYS ARTCENTER INC  
84956 SAINT MARYS PREFERRED HEA  
84957 SHOAF, BRIAN ALLEN  
84958 SIERRA FIRE PROTECTION LL  
84959 SIERRA PACIFIC POWER CO

STOREY COUNTY  
CHECK REGISTER 3/04/16

INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
SHOP--PLASMA CUTTER		3/04/16	75928	1,350.00	1,350.00
FEB 11-24, 2016		3/04/16	75944	2.50	
		3/04/16	75944	12.00	14.50
ARINV000008503		3/04/16	76026	8,784.32	
COBRA L MADDOX		3/04/16	76026	534.76	9,319.08
JAN 28-FEB 10, 2016		3/04/16	75952	9.00	9.00
ANNUAL EXTINGUISHER INSPEC		3/04/16	75953	110.00	110.00
VIRGINIA CITY ST LIGHTS		3/04/16	75920	869.78	
SC COMMISSIONERS ST LIGHT		3/04/16	75920	110.60	
2610 CARTWRIGHT PUMPHSE		3/04/16	75920	76.23	
431 CANYON WAY ST 4		3/04/16	75920	205.16	
2612 CARTWRIGHT RD RES		3/04/16	75920	74.96	
145 N C ST UNIT		3/04/16	75920	85.93	
381 N C ST RESTSTOP		3/04/16	75920	105.97	
130 TOLL RD BLDG		3/04/16	75920	66.37	
110 TOLL RD BLDG		3/04/16	75920	108.21	
100 TOLL RD SHOP 1/2		3/04/16	75920	295.11	
201 S C ST DA		3/04/16	75920	82.78	
203 S C ST SO		3/04/16	75920	83.37	
205 S C ST SO		3/04/16	75920	114.06	
911 US HWY 341 JAIL		3/04/16	75920	768.72	
490 SAM CLEMENS PARK		3/04/16	75920	19.24	
100W SOUTH ST WTR PLNT		3/04/16	75920	503.89	
21 S C ST GASLMO		3/04/16	75920	183.29	
500 SPANIAL RAVINE RD "V"		3/04/16	75920	50.03	
205 N E ST VC PARK		3/04/16	75920	32.32	
SUTTON ST		3/04/16	75920	31.15	
104 S B ST GARAGE		3/04/16	75920	59.57	
S C ST UNIT VC/372 C ST		3/04/16	75920	93.43	
S C ST OUTDOOR/PAL LIGHT		3/04/16	75920	41.03	
S C ST UNIT VC		3/04/16	75920	273.17	
N C ST FIREHS		3/04/16	75920	285.04	
141 N C ST (TRAINING)		3/04/16	75920	364.77	
2220 SIX MILE CANYON		3/04/16	75920	2,372.44	
26 S B ST COURTHOUSE		3/04/16	75920	870.87	
176 N C ST LIGHTS		3/04/16	75920	75.73	
342 S C ST LIGHTS		3/04/16	75920	106.80	
531 S C ST LIGHTS		3/04/16	75920	119.18	
800 PERI RANCH RD		3/04/16	75920	133.75	
185 N C ST		3/04/16	75920	64.75	
420 CANYON WAY UNIT B		3/04/16	75920	313.27	
420 CANYON WY UNIT A		3/04/16	75920	174.86	
2141 EMPIRE RD VCH PARK		3/04/16	75920	32.32	
1000 PERI RANCH RD PARK		3/04/16	75920	33.22	
160 UNION ST/ B OF A		3/04/16	75920	254.02	
TOWN OF GH STR LIGHTS		3/04/16	75920	97.49	
100 TOLL RD PED(FOUNTAIN)		3/04/16	75920	544.99	
2610 CARTWRIGHT FIREHSE		3/04/16	75920	311.91	10,489.78
CLEANING SUPPLIES		3/04/16	75963	284.72	
FLOOR CLEANER, MOP		3/04/16	75989	57.50	

84960 SPALLONE, DOMINIC J III

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CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
84961	ST CO JUSTICE COURT	R 00005 1F		3/04/16	76023	1,661.13	1,661.13
84962	ST CO SENIOR CENTER (VC)	MARCH2016 PROGRAM SUPORT		3/04/16	75922	12,833.00	12,833.00
84963	ST CO SHERIFF						
84964	ST CO WATER SYSTEM	BACKGROUND CHECKS		3/04/16	75934	96.50	157.32
		VCTC		3/04/16	75966	128.59	
				3/04/16	75997	140.67	
				3/04/16	75966	134.63	
				3/04/16	75966	146.71	
				3/04/16	75966	128.59	
				3/04/16	75966	128.59	
				3/04/16	75966	135.06	
				3/04/16	75966	78.20	
				3/04/16	75966	78.20	
				3/04/16	75966	128.59	
				3/04/16	75966	62.92	
				3/04/16	75966	441.22	
				3/04/16	75966	117.52	
				3/04/16	75966	352.07	
				3/04/16	75966	128.59	
				3/04/16	75966	66.82	
				3/04/16	75966	62.92	
				3/04/16	75997	34.96	2,573.05
84965	SUN PEAK ENTERPRISES	GOLD HILL DEPOT		3/04/16	75954	804.00	856.00
		FEB 11-24, 2016		3/04/16	75954	52.00	
84966	SUNNY COMMUNICATIONS INC	RADIO J. CURTIS		3/04/16	75991	242.00	242.00
84967	TALX UCXEXPRESS	SG4A00 CLAIM MANGEMENT		3/04/16	76001	187.50	187.50
84968	TASER INTERNATIONAL	6 TASERS		3/04/16	75986	5,929.36	5,929.36
84969	TEST NOTICE LLC			3/04/16	76015	20.00	
				3/04/16	76015	10.00	
				3/04/16	76015	10.00	
				3/04/16	76015	20.00	60.00
84970	THERMATEMP	JAIL TOILET		3/04/16	75985	120.00	120.00
84971	US BANCORP EQUIPMENT FINA	COPIER LEASE ACCT-842499		3/04/16	76019	3,671.01	3,671.01
84972	VIRGINIA CITY TOURS INC	FEB 11-24, 2016		3/04/16	75955	4.00	
				3/04/16	75955	20.00	
				3/04/16	75955	552.00	576.00
84973	VISION SERVICE PLAN, INC	30 048047 0001 COBRA		3/04/16	76037	9.11	
84974	WASHOE CO CORONER	30 048047 0001 RETIREE		3/04/16	76037	167.60	176.71
84975	WEDCO INC	AUTOPSY		3/04/16	75976	1,250.00	1,250.00



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STOREY COUNTY  
CHECK REGISTER 3/04/16

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CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
84976	WELLS FARGO HOME MORTGAGE	AMES 1705-ELECTRICAL		3/04/16	75930	1,507.64	
		AMES 1705-ELECTRICAL		3/04/16	75930	2,798.57	
		DIV RES-TAPE, WIRE		3/04/16	75930	61.34	
		AMES 1705-COVERBOX		3/04/16	75930	38.13	
		AMES 1705-SAFETY SWITCH		3/04/16	75930	254.23	
		CH-OFFICE LIGHT		3/04/16	75930	119.54	4,779.45
		LUKER, RYAN		3/04/16	75968	245.00	
84977	WESTERN ENVIRONMENTAL LAB	LUKER, RYAN		3/04/16	75968	119.00	364.00
		ALK,TTL COLI,TTL ORG CARB		3/04/16	75931	145.00	
84978	WESTERN NEVADA SUPPLY CO	TTL COLIFORM		3/04/16	75931	20.00	165.00
		AMES 1705-MATERIALS		3/04/16	75932	3,699.04	3,699.04
		CHECKS TOTAL					519,398.53

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION

CHECKS TOTAL      519,398.53      CHECK DATE    3/04/16

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COMPTROLLER      -----  
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TREASURER      -----  
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CHAIRMAN      -----  
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COMMISSIONER      -----  
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COMMISSIONER      -----

STOREY COUNTY  
PURCHASE CARD REGISTER

CARD  
TOTAL

NUMBER	VENDOR	FUND-DEPT	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT
74	WELLS ONE COMMERCIAL CARD						
		PAYMENT					
		ADKINS TRK HOME DEPO		CAR WASH SUPPLIES	3/04/16	708	15.98
		AMAZON CONCEPTS/CASE		ANALYSIS	3/04/16	1470	35.25
		AMAZON ELEMENTS OF C		AIMS/DEFENSES MANUAL	3/04/16	1470	6.99
		AMTRAK CASE #15 CR 0		011/12 1F	3/04/16	1470	53.00
		C.NEVIN- ATT		INTERNET-LOCKWOOD CENT	3/04/16	705	83.33
		C.NEVIN- HOMEDEPOT		SWITCHPLATES LCKWD CEN	3/04/16	705	200.92
		C.NEVIN- ROADPOST		SATELLITE PHONE	3/04/16	705	59.73
		CW OFFICE DEPOT		RETURNED PRINTER TONER	3/04/16	710	226.19-
		CW PEERLESS DRY CLEA		DRY CLEAN FTHR CHSTMS	3/04/16	710	29.50
		CW WM SUPERCENTER		PHOTO/FRAME BRANDI LEE	3/04/16	710	27.74
		GILMAN GAS MAVERIX		02/22	3/04/16	1470	33.33
		GILMAN GAS UNITED		PACIFIC 2/13	3/04/16	1470	39.21
		GLENN GOLDEN GATE		FUEL	3/04/16	708	62.47
		GRIMM GOLDEN GATE		FUEL75	3/04/16	708	25.62
		HAMES RENO TAHOE APT		PARKING	3/04/16	708	14.00
		HARTES GOLDEN GATE		FUEL75	3/04/16	708	47.21
		HOLMAN		GROUND ROD ST75	3/04/16	706	21.16
		INV #0028-0649-9148		JC PT 2 ICRM EXAM	3/04/16	714	100.00
		INV #2411400		VAULT DATALOGGERS	3/04/16	714	753.38
		INVESTIGATOR BUSCARD		VISTAPRINT SCDA	3/04/16	711	27.97
		KD AMAZON MKTPLACE P		SIGN FOR VISITOR CENTE	3/04/16	710	29.26
		KD NV TOURISM		RURL RNDUP REG DD KD R	3/04/16	710	195.00
		KD REGISTER.COM		WEBSITE REGISTRATION V	3/04/16	710	74.00
		KD TOTAL WINE AND MO		POURERS FOR CEMETERY G	3/04/16	710	13.98
		MH8MTXKNS1		APPLE OS X SERVER	3/04/16	713	19.99
		NEVIN HOME DEPOT		TOILET REPAIR KIT	3/04/16	708	10.96
		NEW LOCKWOOD DSL		ACCT# PENDING UVERSE	3/04/16	713	88.62
		OFFICE DEPOT		ENVELOPES AND CORR TAP	3/04/16	712	34.98
		PALACE HOTEL CLERK S		EPHENS TRAINING IN LV	3/04/16	1470	7.84-
		RYAN LOWES		LIGHT BULBS	3/04/16	708	75.48
		SCSO-ANTINORO		DINNER WHILE TRAVELING	3/04/16	707	240.78
		SCSO-DOSEN		JAIL CLEANING SUPPLIES	3/04/16	707	43.00
		SKRETTA-HARBOR FREIG		SHOP-WELDING CART	3/04/16	706	48.47
		SKRETTA-SAWTOOTH		PW 5792-SANDING PARTS	3/04/16	706	520.23
		SMITH GOLDEN GATE		FUEL	3/04/16	708	70.61
		THOMSEN GOLDEN GATE		FUEL75	3/04/16	708	23.25
		USPS PO BOX RENEWAL			3/04/16	712	68.00
		VANHAVEL		ADOBE SOFTWARE	3/04/16	709	14.99
		WHITTEN BJS CLOSURE		PEACE OFFICER MUSEUM	3/04/16	1470	32.34
		WHITTEN CARMINES DC		NACO DC 2/22 - 2/26	3/04/16	1470	647.90
		WHITTEN ENTERPRISE		RENT CAR NACO DC 2/22-	3/04/16	1470	123.47
		WHITTEN MACINTYRE		NACO DC 2/22 - 2/26	3/04/16	1470	128.70
		WHITTEN MARQUER		NACO 2/22 - 2/26	3/04/16	1470	309.10
		WHITTEN MEDIUM RARE		NACO DC 2/22 - 2/26	3/04/16	1470	317.68
		WHITTEN RENO AIRPORT		PARKING NACO DC	3/04/16	1470	69.00
		WHITTEN SOUTHWEST		NACO 2/22 - 2/26	3/04/16	1470	8.00
		WHITTEN TONO SUSHI		NACO DC 2/22-26 MM JM	3/04/16	1470	163.10
		WHITTEN TORTILA COAS		NACO DC 2/22 - 2/26	3/04/16	1470	77.52
		WHITTEN UBER NACO		DC 2/22-2/26	3/04/16	1470	298.62
		YOHEY RENO TAHOE ARP		PARKING	3/04/16	708	14.00
		138011663		ST74 DSL	3/04/16	713	80.00
		138864913		SO DSL	3/04/16	713	85.00
		145249552		DL5 DISPATCH WIRELESS	3/04/16	713	100.76
		147413709		VCCC DSL	3/04/16	713	65.76
		2016 STATE BAR DUES		ANNE LANGER DA 3345	3/04/16	715	475.00

Report No: PB5480ST  
Run Date : 03/03/16  
PC  
NUMBER VENDOR

STOREY COUNTY  
PURCHASE CARD REGISTER

Page 2

FUND-DEPT INVOICE #

DATE TRANS# AMOUNT

CARD  
TOTAL

5,970.31

5,970.31

\*Card Total\*

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION DATE

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COMPTROLLER

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TREASURER

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CHAIRMAN

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COMMISSIONER

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COMMISSIONER

Report No: PB4300  
Run Date : 03/03/16

STOREY COUNTY  
PUBLIC BUDGET ACCOUNTING  
FUND SUMMARY REPORT

Page 1  
Run Time : 11:17:09

FUND DESCRIPTION	TYPED CHECKS	CHECKS ELECT	TRANSFRS ELECTRONIC	CKS PURCHASE CARDS	TOTAL
001 GENERAL	.00	.00	.00	4,800.89	4,800.89
020 ROADS	.00	.00	.00	520.23	520.23
187 JUSTICE COURT FUND	.00	.00	.00	45.16	45.16
230 VC TOURISM COMMISSION	.00	.00	.00	143.29	143.29
250 FIRE DISTRICT 474	.00	.00	.00	460.74	460.74
TOTAL	.00	.00	.00	5,970.31	5,970.31



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: March 15, 2016

Estimate of time required: 5 min.

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

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1. **Title:** Approval of Treasurer Report for February 2016

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

3. **Prepared by:** Vanessa Stephens

**Department:** Clerk & Treasurer

**Telephone:** 847-0969

4. **Staff summary:** Report is attached.

5. **Supporting materials:**

6. **Fiscal impact:**

Funds Available:

Fund:

\_\_\_\_ Comptroller

7. **Legal review required:**

\_\_\_\_ District Attorney

8. **Reviewed by:**

VS Department Head

Department Name: Clerk & Treasurer

[Signature] County Manager

Other agency review: \_\_\_\_\_

9. **Board action:**

☐ Approved  
☐ Denied

☐ Approved with Modifications  
☐ Continued

Agenda Item No. 5

## AD VAL FOR THE MONTH OF FEBRUARY 2016

TREASURER	001 GENERAL	001-500 INDUST GID	150 SCH OP	160 SCH DB	060 CAP AQU	370 STATE	010 IND MED	185 IND ACC	001 YOUTH	250 FIRE/EMER	200 TRI Payback	001 PENALTIES	001-34104 A/R 6%	001-36506 OVRPMT	165 A/R 2%	TOTAL
2009/2010																
2010/2011	\$ 50.54		\$ 21.39	\$ 4.13	\$ 1.42	\$ 4.86	\$ 0.29	\$ 0.43	\$ 0.12	\$ 15.52		\$ 52.67				\$ 151.37
2011/2012																\$ 151.37
2012/2013	\$ 52.03		\$ 22.02	\$ 4.25	\$ 0.54	\$ 4.99	\$ 0.30	\$ 0.45	\$ 0.14	\$ 15.99		\$ 66.55				\$ 167.26
Special Assess																
Total 2012-2013	\$ 52.03		\$ 22.02	\$ 4.25	\$ 0.54	\$ 4.99	\$ 0.30	\$ 0.45	\$ 0.14	\$ 15.99		\$ 66.55				\$ 167.26
2013/2014	\$ 106.05		\$ 44.89	\$ 8.66	\$ 2.99	\$ 10.17	\$ 0.60	\$ 0.90	\$ 0.27	\$ 32.59		\$ 78.71				
Special Assess																
Total 2013/2014	\$ 106.05		\$ 44.89	\$ 8.66	\$ 2.99	\$ 10.17	\$ 0.60	\$ 0.90	\$ 0.27	\$ 32.59		\$ 78.71				\$ 285.83
Subtotal	\$ 208.62		\$ 88.30	\$ 17.04	\$ 4.95	\$ 20.02	\$ 1.19	\$ 1.78	\$ 0.53	\$ 64.10		\$ 197.93				\$ 604.46
2014/2015	\$ 371.91	\$ 1,715.76	\$ 883.63	\$ 170.47	\$ 58.92	\$ 200.29	\$ 11.79	\$ 17.68	\$ 5.32	\$ 640.19		\$ 975.56				
Special Assess																
Total 2014/2015	\$ 371.91	\$ 1,715.76	\$ 883.63	\$ 170.47	\$ 58.92	\$ 200.29	\$ 11.79	\$ 17.68	\$ 5.32	\$ 640.19		\$ 975.56				\$ 5,051.52
TOTAL PRIOR	\$ 580.53	\$ 1,715.76	\$ 971.93	\$ 187.51	\$ 63.87	\$ 220.31	\$ 12.98	\$ 19.46	\$ 5.85	\$ 704.29		\$ 1,173.49				\$ 5,655.98
2015/2016	\$ 93,698.78	\$ 328,172.67	\$ 181,603.13	\$ 35,003.04	\$ 11,871.42	\$ 40,435.11	\$ 2,354.64	\$ 3,541.91	\$ 1,053.71	\$ 129,646.55		\$ 5,520.04				\$ 832,901.00
Special Assess	\$ 23.51		\$ 9.95	\$ 1.92	\$ 0.66	\$ 2.26	\$ 0.13	\$ 0.20	\$ 0.06	\$ 7.23		\$ 45.92				\$ 45.92
TOTAL 15/16	\$ 93,722.29	\$ 328,172.67	\$ 181,613.08	\$ 35,004.96	\$ 11,872.08	\$ 40,437.37	\$ 2,354.77	\$ 3,542.11	\$ 1,053.77	\$ 129,653.78		\$ 5,520.04				\$ 832,946.92
TOTAL SECURED	\$ 94,302.82	\$ 329,888.43	\$ 182,585.01	\$ 35,192.47	\$ 11,935.95	\$ 40,657.68	\$ 2,367.75	\$ 3,561.57	\$ 1,059.62	\$ 130,358.07		\$ 6,693.53				\$ 838,602.90
Refund Secured														\$ 371.47		\$ 371.47
REPORT TOTALS	\$ 94,302.82	\$ 329,888.43	\$ 182,585.01	\$ 35,192.47	\$ 11,935.95	\$ 40,657.68	\$ 2,367.75	\$ 3,561.57	\$ 1,059.62	\$ 130,358.07		\$ 6,693.53		\$ 371.47		\$ 838,974.37
ASSESSOR																
2012-2013																
2013/2014	\$ 76.31		\$ 32.29	\$ 6.23	\$ 2.10	\$ 7.30	\$ 0.42	\$ 0.64	\$ 0.19	\$ 23.45		\$ 21.31	\$ 9.72		\$ 3.24	\$ 183.20
Subtotal	\$ 76.31		\$ 32.29	\$ 6.23	\$ 2.10	\$ 7.30	\$ 0.42	\$ 0.64	\$ 0.19	\$ 23.45		\$ 21.31	\$ 9.72		\$ 3.24	\$ 183.20
2014/2015	\$ 136.05		\$ 57.57	\$ 11.11	\$ 3.85	\$ 13.06	\$ 0.77	\$ 1.15	\$ 0.35	\$ 41.81		\$ 38.10	\$ 17.34		\$ 5.78	\$ 326.94
TOTAL PRIOR	\$ 212.36		\$ 89.86	\$ 17.34	\$ 5.95	\$ 20.36	\$ 1.19	\$ 1.79	\$ 0.54	\$ 65.26		\$ 59.41	\$ 27.06		\$ 9.02	\$ 510.14
2015/2016	\$ 2,672.41	\$ 64,132.60	\$ 28,276.52	\$ 5,453.99	\$ 1,884.77	\$ 6,409.32	\$ 377.04	\$ 565.54	\$ 169.61	\$ 20,532.22		\$ 81.55	\$ 8,509.14		\$ 2,836.39	\$ 141,901.10
Overpayment																
TOTAL UNSEC	\$ 2,884.77	\$ 64,132.60	\$ 28,366.38	\$ 5,471.33	\$ 1,890.72	\$ 6,429.68	\$ 378.23	\$ 567.33	\$ 170.15	\$ 20,597.48		\$ 140.96	\$ 8,536.20		\$ 2,845.41	\$ 142,411.24
MISC																
PX, PC DIST	\$ 530,682.41		\$ 224,624.31	\$ 43,337.52	\$ 14,974.95		\$ 2,994.99	\$ 4,492.49	\$ 1,347.75	\$ 163,107.20		\$ -	\$ -		\$ -	\$ 985,561.62
MX DIST												\$ -	\$ -		\$ -	\$ -
PX DIST												\$ -	\$ -		\$ -	\$ -
PC DIST												\$ -	\$ -		\$ -	\$ -
GRAND TOTAL	\$ 627,870.00	\$ 394,021.03	\$ 435,575.70	\$ 84,001.32	\$ 28,801.62	\$ 47,087.36	\$ 5,740.97	\$ 8,621.39	\$ 2,577.52	\$ 314,062.75		\$ 6,834.49	\$ 8,536.20	\$ 371.47	\$ 2,845.41	\$ 1,966,947.23

STOREY COUNTY TREASURER  
TREASURER'S ACCOUNTING  
MONTHLY BALANCING SHEET  
FOR 02/2016

ACT DESCRIPTION	BAL. FORWARD	RECEIPTS	DISBURSEMENTS	PAYROLLS	JOURN VOUCHERS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
193 WELLS FARGO USDA CASH	.00	.00	.00	.00	.00	.00	.00	.00
194 DISTRICT COURT HOLDING	7,282.58	.00	.00	.00	.00	.00	.00	7,282.58
195 CASH IN BANK	5,123.50	.00	.00	.00	.00	.00	.00	5,123.50
197 BUSINESS BANK CARDS	.00	.00	.00	.00	.00	.00	.00	.00
198 B OF A PROPERTY SALES	.00	.00	.00	.00	.00	.00	.00	.00
199 WELLS FARGO CC ACCOUNT	10,139,698.63	2,813,248.42	758,901.97	977,134.88				11,216,910.20
191 WELLS FARGO MONEY MARKET	7,159,202.50							7,159,202.50
196 STATE LGHP ACCOUNT	8,178,894.70							8,178,894.70
901 OLD COINS	439.30	.00	.00	.00	.00	.00	.00	439.30
903 PETTY CASH	1,100.00	.00	.00	.00	.00	.00	.00	1,100.00
904 PETTY CASH SHERIFF	2,000.00	.00	.00	.00	.00	.00	.00	2,000.00
905 PETTY CASH ASSESSOR	200.00	.00	.00	.00	.00	.00	.00	200.00
001 GENERAL	7,098,375.79	1,507,121.77	263,532.66	561,678.38	2,270.32			7,782,556.84
010 INDIGENT MEDICAL	495,885.04	5,740.97	150.00	.00	.00	.00	.00	501,476.01
015 INDIGENT ASSISTANCE - TAX	.00	.00	.00	.00	.00	.00	.00	.00
020 ROADS	1,218,373.51	56,342.06	7,008.22	28,121.20	1,596.82			1,237,989.33
024 RESTITUTION	200.00	1,861.13	.00	.00	.00	.00	.00	1,661.13
030 FIRE	99,169.54	240.00	.00	.00	.00	.00	.00	98,929.54
035 FIRE EMERGENCY	.00	.00	.00	.00	.00	.00	.00	.00
040 FIRE DISTRICT	.00	.00	.00	.00	.00	.00	.00	.00
045 MUTUAL AID	84,876.27	.00	.00	.00	.00	.00	.00	84,876.27
050 SERVICE	100,000.00	.00	.00	.00	.00	.00	.00	100,000.00
060 EQUIPMENT ACQUISITION	172,870.14	28,801.62	.00	.00	.00	.00	.00	201,671.76
070 CAPITAL PROJECTS	3,214,908.26	.00	7,002.95	.00	.00	.00	.00	3,207,905.31
080 INFRASTRUCTURE FUND	1,338,407.86	24,630.77	.00	.00	.00	.00	.00	1,363,038.63
090 WATER SYSTEM	1,539,177.22	41,763.59	65,976.85	16,246.93	810.41	.00	.00	1,499,527.44
100 STABILIZATION	1,000,000.00	.00	.00	.00	.00	.00	.00	1,000,000.00
110 TOWN OF GOLD HILL	660.00	.00	.00	.00	.00	.00	.00	660.00
120 TOWN OF VIRGINIA CITY	.00	.00	.00	.00	.00	.00	.00	.00
130 VIRGINIA DIVIDE SEWER	185,858.91	31,436.54	11,380.90	8,494.94	.00	.00	.00	197,419.61
135 USDA BOND WELLS FARGO	2,890,952.55	.00	.00	.00	.00	.00	.00	2,890,952.55
140 DRUG COURT	70.00	70.00	40.00	.00	.00	.00	.00	100.00
150 SCHOOL	133,306.28	436,070.70	140,692.93	.00	.00	.00	.00	428,684.05
160 SCHOOL DEBT	25,663.84	84,001.32	27,088.39	.00	.00	.00	.00	82,576.77
165 TECHNOLOGY FUND	122,283.10	3,226.41	41,979.10	.00	.00	.00	.00	83,530.41
170 STATE	359,794.21	87,059.73	3,964.28	.00	.00	.00	.00	442,889.66
180 DISTRICT COURT	43,341.66	1,152.00	5,135.00	.00	.00	.00	.00	39,358.66
185 INDIGENT ACCIDENT	7,995.04	8,621.39	.00	.00	.00	.00	.00	16,616.43
187 JUSTICE COURT FUND	45,086.01	699.25	21,892.00	.00	.00	.00	.00	23,893.26
189 TRI NET	.00	.00	.00	.00	.00	.00	.00	.00
190 PARK FUND	119,254.81	250.00	.00	.00	.00	.00	.00	119,504.81
200 TRI PAYBACK	1,795,563.04	.00	.00	.00	.00	.00	.00	1,795,563.04
206 FEDERAL GRANTS	144,592.11	3,700.00	11,370.35	7,279.58	.00	.00	.00	129,642.18
210 SHERIFF'S JAIL BLDG FUND	318.03	.00	.00	.00	.00	.00	.00	318.03
220 VC RAIL PROJECT	1,030,675.45	.00	.00	.00	.00	.00	.00	1,030,675.45
230 VC TOURISM COMMISSION	286,109.84	59,929.31	28,838.59	28,049.28	.00	.00	.00	289,151.28
250 FIRE DISTRICT	1,527,484.70	430,529.86	121,528.83	327,264.57	1,483.91	.00	.00	1,507,741.25
260 FIRE EMERGENCY	207,140.83	.00	.00	.00	.00	.00	.00	207,140.83
270 MUTUAL AID	402,361.35	.00	1,324.92	.00	.00	.00	.00	401,036.43
800 UNSECURED TAXES HOLDING	.00	.00	.00	.00	.00	.00	.00	.00
900 SECURED TAXES HOLDING	.00	.00	.00	.00	.00	.00	.00	.00
TOTAL ALL FUNDS	.00	.00	.00	.00	.00	.00	.00	.00



Tp	Check #	Bank Seq	Person #	Vendor/Employee Name	From	Check#	Amount
					0/00/00 -	2/29/16	
CK	81459	199 00	404587	APPELBAUM, TREVOR	From	2/20/15	25.00
CK	81518	199 00	103451	NEVADA JUDGES OF LIMITED	From	2/20/15	250.00
CK	81922	199 00	403959	BENDER, DEBORAH	From	4/17/15	60.00
CK	81937	199 00	404621	EVANS, CHAD	From	4/17/15	16.91
CK	81973	199 00	404619	SEAY, JOHN	From	4/17/15	39.75
CK	82404	199 00	403382	DUFRESNE, JOHN	From	6/12/15	90.00
CK	82475	199 00	404670	PIPER, LINDA & BARRY	From	6/12/15	86.05
CK	82591	199 00	404676	JEFFCOAT, HUGH	From	6/26/15	90.18
CK	82917	199 00	403938	THREE GGG INC	From	7/24/15	78.00
CK	83112	199 00	404725	HOOD, CHRIS	From	8/21/15	191.25
CK	83250	199 00	404736	HOBSON, TABITHA	From	9/04/15	75.00
CK	83390	199 00	404697	MURRAY, ANN MARIE ARAGON	From	9/18/15	14.08
CK	83458	199 00	404759	ASSOCIATION FOR TITLE	From	10/02/15	400.00
CK	83498	199 00	404754	GRANT, GREG	From	10/02/15	560.00
CK	83552	199 00	403923	SILVER STATE NATIONAL PEA	From	10/02/15	35.00
CK	84256	199 00	404661	MONTOYA, BRYCE	From	10/02/15	400.00
CK	84376	199 00	404661	MONTOYA, BRYCE	From	12/11/15	50.00
CK	84388	199 00	404297	NORCAL ROTOCO, INC	From	12/24/15	399.00
CK	84414	199 00	403743	TEMEN, GENE	From	12/24/15	508.00
CK	84540	199 00	401456	BUCKET OF BLOOD SALOON	From	12/24/15	12,480.00
CK	84579	199 00	404562	KOLKER, DAVID LEWIS	From	1/22/16	4,500.00
CK	84698	199 00	404807	MARSHALL, JAMES	From	1/22/16	348.00
CK	84713	199 00	403895	PETRINI, ANGELO D	From	2/05/16	187.68
CK	84722	199 00	403943	RENO TAHOE TERRITORY	From	2/05/16	24.00
CK	84743	199 00	403893	VIRGINIA CITY TOURS INC	From	2/05/16	150.00
CK	84755	199 00	100157	AMERICAN WATERWORKS ASSN	From	2/05/16	392.00
CK	84758	199 00	103061	ASSESSOR'S ASSOC OF NEV	From	2/19/16	420.00
CK	84763	199 00	403127	BURNET, MOLLY F	From	2/19/16	100.00
CK	84767	199 00	404815	CARPENTER, JERRY/CARVEY	From	2/19/16	100.00
CK	84782	199 00	404814	FRANCIS, BETTY L.	From	2/19/16	121.86
CK	84806	199 00	403629	MIGAN, TAMARA	From	2/19/16	126.63
CK	84808	199 00	100471	MOUND HOUSE TRUE VALUE	From	2/19/16	14.98
CK	84809	199 00	404571	MULLER, BEATRICE	From	2/19/16	270.87
CK	84826	199 00	404548	OREGON AUTO FINANCE	From	2/19/16	100.00
CK	84829	199 00	403895	PETRINI, ANGELO D	From	2/19/16	114.80
CK	84831	199 00	102589	PUBLIC AGENCY COMPENSATIO	From	2/19/16	18.00
CK	84832	199 00	102589	PUBLIC AGENCY COMPENSATIO	From	2/19/16	950.72
CK	84838	199 00	103307	RECORDERS ASSOC OF NEV	From	2/19/16	107,928.00
CK	84851	199 00	404817	SOUZA, KATHERINE	From	2/19/16	25.00
CK	84863	199 00	404811	UPSON - SMITH	From	2/19/16	250.00
CK	84865	199 00	403983	VCTC	From	2/19/16	300.00
CK	84867	199 00	403893	VIRGINIA CITY TOURS INC	From	2/19/16	83.47
CK	84871	199 00	403150	WASHOE COUNTY, NEVADA	From	2/19/16	120.00
PR	34231	199 00	900615	SHERIFF FEE COLLECTION/GA	From	8/15/14	135.00
PR	34705	199 00	900201	COLONIAL LIFE INS. 125	From	8/15/14	10.71
PR	34774	199 00	900107	MEDICAL/EMPLOYEE BUYUP	From	8/14/15	50.73
PR	34956	199 00	900107	MEDICAL/EMPLOYEE BUYUP	From	10/09/15	1,143.53
PR	34957	199 00	900119	DENTAL INSUR EMPLOYEE ADD	From	2/26/16	1,317.33
PR	34958	199 00	900122	VISION INSUR EMPLOYEE ADD	From	2/26/16	150.05
PR	34961	199 00	900299	DEFERRED COMP (AFTER-TAX)	From	2/26/16	26.19
PR	34962	199 00	900300	DEFERRED COMP	From	2/26/16	200.00
PR	34963	199 00	900301	EMP DED/AFLAC 125 PLAN	From	2/26/16	3,534.50
PR	34964	199 00	900302	EMP DED/AFLAC AFTER TAX	From	2/26/16	897.20
PR	34965	199 00	900303	PACIFIC LIFE INS CO	From	2/26/16	185.61
PR	34965	199 00	900303	PACIFIC LIFE INS CO	From	2/26/16	75.00

TP	Check #	Bank Seq	Person #	Vendor/Employee Name	Check Date	Amount
PR	34966	199 00	900307	EMPDDED/WASH INS AFTER TAX	2/26/16	492.77
PR	34967	199 00	900399	PET INSURANCE	2/26/16	22.63
PR	34968	199 00	900402	AFSCME/UNION DUES	2/26/16	526.21
PR	34969	199 00	900501	FIRE FIGHTER ASSOC #4227	2/26/16	1,360.00
PR	34970	199 00	112	HESS, GREG J	2/26/16	1,012.82
PR	34971	199 00	1171	LARSEN, PETER	2/29/16	1,616.56
Bank Total:						144,851.07
Total:						144,851.07



# STOREY COUNTY FIRE PROTECTION DISTRICT

2016 Year To Date	
Fires	10
EMS	218
Hazmat	5
Service Call	23
False Alarm	10
<b>Total</b>	<b>266</b>

Year To Date Call Volume



■ Fires ■ EMS ■ Hazmat ■ Service Call ■ False Alarm

February 2016 Call Volume	
Fires	5
EMS	129
Hazmat	4
Service Call	7
False Alarm	4
<b>Total</b>	<b>149</b>

Internal Statistics Dashboard (02/2016)	
Number of Vol. Responses:	32
Average Response Time:	8:27
Patient Transports January:	39
Patient Transports YTD:	65
Hours spent out of district on transports	97
Highest call volume day of the week:	Saturday

North County Monthly Auto Aid to TM	
Aid to TMFPD	12
Dist. 74/75 Calls	39
North Dist. Total	51

North Dist. Auto Aid



■ Aid to TMFPD ■ Dist. 74/75 Calls

Calls by District (02/2016)	
71 (Virginia City)	55
72 (Virginia City Highlands)	43
74 (Lockwood)	19
75 (McCarran)	32

Calls by district



Fire Prevention (2016)	
Annual Fire Inspections (02/2016)	28
Annual Fire Inspections YTD	58
New Business Inspections YTD	37
Re-Inspections YTD	12
Number of Fire Permits Issued YTD	6
Fire Plan Reviews Completed YTD	25

Inspections



Monthly AOR Completed: (02/2016)	
All annual budget items submitted by February 1.	
All below ground tanks checked.	
Standardization completed on all apparatus.	
FEMA Smoke Alarm Grant completed. 332 residential alarms installed throughout the county.	
All evacuation barrels inspected.	



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 3/15/16

Estimate of time required: 0 - 5

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

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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:**  
ADH  
☒ Department Head  
Steve  
County Manager

Department Name: Community Development

Other agency review: \_\_\_\_\_

9. **Board action:**

☐ Approved  
☐ Denied

☐ Approved with Modifications  
☐ Continued

Agenda Item No. 7

# 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

**March 7, 2016**  
Via email

Fr: Stacey Bucchianeri

Please add the following item(s) to the **March 15, 2016**, COMMISSIONERS Consent Agenda:

### LICENSING BOARD

#### FIRST READINGS:

- A. 3D CONCRETE, INC. – Mining/ 655 Peru Drive** **TRI**
- B. FRANK M. BOOTH – Contractor / 222 Third St. ~ Marysville, CA (contractor)**
- C. HORROCKS ENGINEERS, INC. – Contractor / 2162 W.Grove Pkwy. Ste.400 ~ Pleasant Grove , UT**  
(Consultant Civil Engineering Services)
- D. RED HAWK FIRE & SECURITY – Contractor / 5100 Town Center Circle Ste 350 ~ Freemont , CA**  
(Fire and Life Safety)
- E. SUNSTATE EQUIPMEMENT CO., LLC – Contractor / 5552 E Washington St. ~ Phoenix, CA**  
(Deliveries, Construction equipment rentals)
- F. SYNERGY CONSTRUCTION, LLC. – Contractor / 4730 S Ft. Apache Rd Ste.300 ~ Las Vegas, NV**  
(Construction )
- G. NEFAB PACKING WEST, LLC – Contractor / 8477 Central Ave ~ Newark, CA (manufacturing)**
- H. DAMON INDUSTRIES dba Service World – General / 822 Packer Way ~ Sparks (Juice Sales & Service)**
- I. ADAMS & GARTH, INC. – General /7130 Glen Forest Dr. Ste.110 ~ Richmond , VA (Staffing & Recruiting)**
- J. AIRGAS USA, LLC – Contractor / 3737 Worsham Ave ~ Long Beach, CA (welding Supplies, medical Supplies )**
- K. REDS FIRE & FLOOD – Contractor / 2410 Walnut St ~ Reno (Construction Repair)**
- L. TESLA MOTORS NV, INC. – General / 420 USA Pkwy. ~ (Service Electrical Motors)** **TRI**
- M. PRODUCTION INNOVATION – General / 287 Belblossom Way ~ Los Gatos, CA (Sales & Consulting.)**
- N. EC COMPANY -- Contractor / PO Box 10286 ~ Portland, OR (Construction & Resale of Generators )**

**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

## Vanessa Stephens

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**From:** Pat Whitten  
**Sent:** Thursday, January 07, 2016 10:12 AM  
**To:** Vanessa Stephens  
**Cc:** Tim Crowley (tim@crowleyandferrato.com)  
**Subject:** FW: commission meeting

Good Morning V-

Would you please pencil in a presentation by EP Minerals for our March 15<sup>th</sup> meeting? Presenters should be Gregg Jones, their President & CEO and possibly Tim Crowley. Many thanks...

Pat



---

**Pat Whitten**  
County Manager  
Storey County  
  
(775) 847-0968 (Office)  
(775) 721-7001 (Cell)  
[PWhitten@StoreyCounty.org](mailto:PWhitten@StoreyCounty.org)

Storey County is an equal opportunity provider and employer.

---

**From:** Tim Crowley [<mailto:tim@crowleyandferrato.com>]  
**Sent:** Wednesday, December 16, 2015 2:42 PM  
**To:** Pat Whitten  
**Subject:** commission meeting

Hey Pat,

Let me know if you think an EP presentation makes sense at one of your meetings. If so, let's get it calendared.

Thanks

Tim  
775-843-1345 cell

**CROWLEY & FERRATO**  

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**PUBLIC AFFAIRS**



## Storey County Board of County Commissioners Agenda Action Report

**Meeting date:**

**Estimate of time required:** 15 minutes

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

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1. **Title:** Public Hearing to consider approval of Resolution 16-436 authorizing the lease of County property located at 1705 Peru Drive to Ames Construction, Inc.
2. **Recommended motion:** I move to approve the Resolution authorizing the lease of County Property located at 1705 Peru Drive to Ames Construction Inc., and authorize the Chair to sign.

3. **Prepared by:** Keith Loomis

**Department:** District Attorney's Office

**Telephone:** 847-0964

4. **Staff summary:** Ames Construction Inc. has been awarded the contract to construct the Extension of USA Parkway by NDOT. Ames is in need of office space for its construction staff. It is proposed that Ames lease an unused portion of the County's building located at 1705 Peru Drive for a period of 22 months renewable for an additional 12 months if needed. Ames will pay no rent, but will make approximately \$56,000.00 worth of tenant improvements to the premises which will remain with the premises upon termination of the lease. A portion of the parking area at the building will also be leased by Ames for the purpose of allowing NDOT to utilize the parking area for a construction trailer. Notice of the proposed lease and of a public hearing to consider approval of a resolution authorizing the lease has been published in the newspaper on March 4, 2016. Lease of the County property is authorized by NRS 244.2833.

5. **Supporting materials:** Attached is the proposed resolution, the proposed lease, a copy of the published notice and NRS 244.2833

6. **Fiscal impact:**

Funds Available:

Fund:

\_\_\_\_ Comptroller

7. **Legal review required:**

  X   District Attorney

8. **Reviewed by:**

\_\_\_\_ Department Head

Department Name: Storey County Water and Sewer System

\_\_\_\_ County Manager

Other agency review: \_\_\_\_\_

9. **Board action:**

☐ Approved  
☐ Denied

☐ Approved with Modifications  
☐ Continued

Agenda Item No.



## **RESOLUTION NO. 2016 - 436**

### **RESOLUTION FOR THE LEASE OF SPACE IN COUNTY BUILDING TO AMES**

WHEREAS, the County has unused space in its building located at 1705 Peru Drive, McCarran , Nevada, located in Storey County, and;

WHEREAS, Ames Construction, Inc., (Ames) a foreign corporation is the general contractor constructing an extension of the USA Parkway within the Tahoe-Reno Industrial Center and desires to utilize a portion of the vacant space in the County's building while it is constructing the extension., and;

WHEREAS the construction of the extension will be an economic benefit for Storey County and its residents, and;

WHEREAS, providing currently unused space in County's building will assist Ames in the construction of the extension, and

WHEREAS, by the terms of the proposed lease Ames will construct tenant improvements to County's property which improvements will remain with the property upon the termination of the lease, and

WHEREAS, the construction of the lease improvements without cost to the County will also be an economic benefit for Storey County and its residents, and

WHEREAS, the amount of space to be utilized by Ames within the County's building will be well less than 25,000 square feet, and;

WHEREAS, NRS 244.2833 authorizes the County to lease its property without first offering the lease to the public and for less than fair market value if the Board of County Commissioners adopts a resolution stating that it is in the best interests of the county to lease the property, and;

WHEREAS, notice of the proposal to lease the property was published in the *Comstock Chronicle*, a newspaper qualified under NRS chapter 238 of the Nevada Revised Statutes that is published in Storey County on March 4, 2016, and;

WHEREAS, a hearing on the proposal to lease the property was held on the 15th day of March, 2016, and;

WHEREAS, a copy of the proposed lease is attached hereto as Exhibit 1 which sets forth the terms and conditions upon which the County proposes to lease the property,

NOW THEREFORE THE BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY HEREBY RESOLVES:

The lease of a portion of the County's vacant property located at 1705 Peru Drive, McCarran, Nevada to Ames Construction Inc., without first offering the space to the public and for less than fair market value is in the best interests of Storey County.

///

///

///

Accordingly, the County Manager is hereby authorized to execute the proposed lease attached hereto as Exhibit 1 on behalf of Storey County.

Passed by the Board of County Commissioners of Storey County, this 15th day of March, 2016.

\_\_\_\_\_  
Chairman, Storey County  
Board of County Commissioners

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Deputy District Attorney

## **LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") is made and entered into by and between Storey County, a political subdivision of the State of Nevada ("Lessor") and Ames Construction, Inc. a foreign corporation ("Lessee").

### **RECITALS**

WHEREAS, LESSOR is the owner of the property which it desires to lease to LESSEE, and;

WHEREAS, LESSEE desires to lease from LESSOR certain real property as more fully described below for the purposes and on the terms stated herein, and;

WHEREAS, the property to be leased consists of approximately 1634 square feet of area within a building as well as an additional 720 square feet within the parking lot both owned by LESSOR, and;

WHEREAS, The Board of County Commissioners after publication and a public hearing has adopted a resolution resolving that it is in the best interests of the County to lease the property without first offering the property to the public and to lease it for less than fair market value

NOW THEREFORE, the parties hereto incorporating the above recitals as part of their agreement and in consideration of the mutual covenants, terms and conditions, do hereby agree as follows:

### **ARTICLE I LEASED PREMISES**

**Section 1.01. Leased Premises.** The term "Leased Premises" means space in the building located at 1705 Peru Drive, McCarran, Nevada and associated parking area owned by LESSOR. The space within the building to be occupied by LESSEE is depicted in yellow in Exhibit A attached hereto and incorporated by reference herein. Also leased is an additional 720 square feet of area within the parking lot associated with the building which area is depicted in green on the attached Exhibit A

**Section 1.02. Demise of Leased Premises.** LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the Leased Premises, on the terms and

conditions set forth in this Lease.

## **ARTICLE II TERM**

**Section 2.01. Effective Date.** The effective date of the Lease ("Effective Date") will be the date both parties to this lease sign the lease.

**Section 2.02. Term.** The initial term of this lease shall be for 22 months. Ames may request an extension of the lease for up to an additional 12 months. Such request must be made in writing at least thirty days prior to the termination of the initial term of the lease.

## **ARTICLE III RENT**

**Section 3.01. Rent.** LESSEE shall pay to LESSOR as rent for the Leased Premises, the sum set of zero dollars (\$0.00) per month during the initial term of the lease. If Ames requests an extension of the lease, the monthly rental amount during the extended portion of the lease shall be Two Thousand Two Hundred and Fifty Dollars (\$2,250.00) per month.

## **ARTICLE IV CONSTRUCTION OF IMPROVEMENTS AND ADDITIONS THERETO**

**Section 4.01. Construction of Improvements.** In lieu of the payment of rent during the initial term of the lease, LESSEE shall make improvements to the leased premises acceptable to LESSOR as are set out in the attached Exhibit B. Alternatively, Lessor will cause the construction of the improvements and/or retain contractors to construct the improvements. In which case Lessee shall reimburse Lessor for the improvements it pays for or pay the contractors hired by Lessor for the improvements they construct. Said improvements are to remain with the premises upon LESSEE'S ending its occupancy of the premises and become the property of LESSOR without compensation to LESSEE. LESSOR will bear the cost of any permits needed to construct the improvements set out in Exhibit B.

LESSEE may make any other alterations, additions, or improvements to the Leased Premises which LESSEE deems appropriate as long as such alterations, additions or improvements do not materially degrade the Leased Premises. LESSEE shall acquire from appropriate governmental agencies every permit required to make such alterations, additions, or improvements. LESSEE shall furnish a copy of each and every permit to

LESSOR prior to beginning any such work and shall complete said work according to applicable building codes in a workmanlike and expeditious manner. Upon notice of termination of the occupancy of the premises, LESSEE shall have fifteen (15) days within which time LESSEE shall be permitted to enter upon the Leased Premises for the purpose of removing any of the alterations, additions or improvements other than those set out in Exhibit B. On that date which is fifteen (15) days after notice of termination of the occupancy of the premises, all such alterations, additions, and improvements shall immediately become LESSOR's property and shall remain on the Leased Premises without compensation to LESSEE.

**Section 4.02. Premises Security.** LESSEE shall be responsible for immediately changing all exterior door locks and providing a set of keys to Fire Department Command Staff to facilitate after hours emergency entry. LESSEE shall also deliver existing locks that have been removed to LESSOR's Public Works Department.

**Section 4.03. Tenant Improvements.** LESSEE shall be responsible for payment and installation of all tenant improvements and furniture deemed necessary to facilitate functionality. This includes but is not limited to lighting, exit signage, fire extinguishers, desks, work stations and carpeting as needed.

**Section 4.04. Liens.** LESSEE shall keep the Leased Premises free from, and shall indemnify, defend and hold LESSOR harmless from any claims or liens arising out of any work performed, materials furnished, or obligations incurred by, to, or for LESSEE. Such indemnification shall include attorney's fees and all costs. If LESSEE shall, in good faith, contest the validity of any such lien, then LESSEE shall at its sole expense defend itself and LESSOR against the same and shall pay and satisfy any adverse determination or judgment that may be rendered thereon before the enforcement thereof against LESSOR or the Leased Premises.

**Section 4.05. Entry by LESSOR.** LESSOR and its agents and employees may enter the Leased Premises during normal working hours, Monday through Friday, after giving LESSEE advance notice to (a) inspect the Leased Premises; (b) exhibit the Leased Premises to prospective purchasers, tenants, or lenders; (c) supply any service to be provided by LESSOR to LESSEE; (d) post notices of non-responsibility; or (e) repair improvements on the Leased Premises. LESSOR's entry onto the Premise under this Section shall be conducted so as to cause as little interference to LESSEE's normal operations as is reasonably possible.

## **ARTICLE V USE OF LEASED PREMISES**

**Section 5.01. Use of Leased Premises.** LESSEE shall use the Leased Premises for construction management purposes. LESSOR warrants and represents to LESSEE that the Leased Premises are zoned and are suitable for the purposes of using it for a construction office. LESSEE may also allow the use of that portion of the parking lot depicted in Exhibit A by the Nevada Department of Transportation for the purpose of locating a construction management trailer. LESSEE's use of the premises also includes the right to utilize up to twenty parking spaces associated with the leased premises. LESSEE shall also be entitled to utilize the training space within LESSOR'S building for occasional meetings on a reserved basis.

## **ARTICLE VI UTILITIES AND SERVICES**

**Section 6.01. Utilities.** LESSOR shall pay for water, gas, heat, light, power, telephone service, office trash, and all other services supplied to the Leased Premises for LESSEE's use.

**Section 6.02. Internet Service.** LESSEE is to obtain its own internet service.

**Section 6.03. Restroom Supplies and Maintenance.** LESSEE shall be responsible for stocking and cleaning the three restrooms depicted in pink on Exhibit A.

**Section 6.04 Services to NDOT Trailer.** LESSOR will be responsible for the cost of providing electrical service to any trailer utilized by NDOT. LESSEE will be responsible for the cost of providing water/sewer services to any such trailer

**Section 6.05. Interruption of Service.** In no event shall LESSOR be liable for an interruption or failure in the supply of any utilities or services to the Leased Premises, not within the control of LESSOR.

## **ARTICLE VII CONDITION AND MAINTENANCE OF LEASED PREMISES**

**Section 7.01. Maintenance.** LESSEE shall, at its sole cost and expense, keep and maintain the Leased Premises and all improvements thereon including, without limitation, parking areas and utility pipes associated with the leased premises (whether or not of like nature to the structures now or hereafter on the Leased Premises) in good order,

condition, and repair, ordinary wear and damage by the elements excepted.

**Section 7.02. Hazardous Wastes** LESSOR warrants that no hazardous or toxic materials exist on the Leased Premises. LESSEE agrees to comply with applicable federal, state and local law dealing with hazardous or toxic material during its tenancy. LESSEE's obligation to LESSOR, however, shall be limited to containing and disposing of such materials as a result of LESSEE's operations during its use and occupancy of the Leased Premises. LESSEE shall not be responsible to LESSOR for containment, cleanup, or disposal of hazardous or toxic waste existing on the property prior to LESSEE's Lease thereof or subsequent thereto if not resulting from LESSEE's operation. LESSOR will indemnify, defend and hold LESSEE harmless from claims made against it by Third parties for cleanup and remediation costs. These indemnities are intended to operate as agreements pursuant to §107(e) of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA). LESSEE will indemnify, defend and hold LESSOR harmless from claims for and cost of remediation and cleanup resulting from LESSEE's operations.

**Section 7.03. Governmental Regulations**. LESSEE shall, at LESSEE's sole cost and expense, comply with all of the requirements of all federal, state, county, municipal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Leased Premises and shall faithfully observe in the use of the Leased Premises all statutes, laws, ordinances, rules and regulations, whether federal, state, county, or municipal.

## **ARTICLE VIII**

### **LIABILITY FOR DAMAGE, TAXES AND ASSESSMENTS**

**Section 8.01. Loss and Damage**. LESSOR shall not be liable for any damage to property of LESSEE or others located on the Leased Premises or in any building, nor for the loss of or damage to any property of LESSEE or others by theft or otherwise. LESSOR shall not be liable for any injury or damage to persons or property resulting from any casualty or cause whatsoever, save and except for damage caused by LESSOR's negligence or intentional acts or any damage which may be suffered as a result of hazardous or toxic materials existing on the Leased Premises prior to the Effective Date of this Lease. LESSOR shall not be liable for any such damage caused by other persons on the Leased Premises, occupants of adjacent property, or the public. All property of LESSEE kept or stored on the Leased Premises shall be so kept or stored at the risk of LESSEE only, and LESSEE shall hold LESSOR harmless from and hereby waives any claims arising out of damage to the same or damage to LESSEE's business, including subrogation claims by LESSEE's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of LESSOR.



**Section 8.02. Taxes and Assessments.** LESSOR will be responsible for Real Property Taxes and any assessments on the property.

## **ARTICLE IX INSURANCE**

**Section 9.01. Comprehensive Liability Insurance.** Throughout the term of this Lease, LESSEE shall, at its sole cost and expense, maintain in full force a policy or policies of comprehensive liability insurance, including property damage insurance written by one or more insurance companies licensed to do business in Nevada and with a Best's rating of no less than A-: VII that will insure LESSEE and name LESSOR as an additional insured against liability for injury to persons and property and for the death of any person occurring on or about the Leased premises. The liability under such insurance shall not be less than One Million Dollars ( \$1,000,000.00) for any one person injured or killed, not less than One Million Dollars (\$1,000,000.00) for any one accident, and not less than One Million Dollars (\$1,000,000.00) for property damage sustained in any one occurrence. LESSEE's insurance coverage shall be primary insurance in respect to LESSOR its officers, officials, employees or volunteers. Any insurance maintained or self-insurance maintained by LESSOR its officers, officials, employees or volunteers shall be excess of the LESSEE's insurance and shall not contribute to it. The insurance required under this Section may be furnished through general policies covering all of LESSEE's operations, wherever located. Any failure to comply with reporting requirements of the policies shall not affect coverage provided to LESSOR, its officers, officials, employees or volunteers. Coverage shall state that the LESSEE'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. LESSEE shall provide LESSOR with endorsements or certificates evidencing such policies.

**Section 9.02. Worker's Compensation Insurance.** LESSEE shall make adequate provision for accident or injury to LESSEE's employees and shall at all times during the Term and thereafter hold LESSOR harmless from all claims made by any person by reason of any injury, disability, or death of any employee of LESSEE resulting from LESSEE's operations. The insurer shall agree to waive all rights of subrogation against LESSOR, its officers, officials, employees or volunteers for losses arising from the leased premises

**Section 9.03. Casualty Insurance.** Throughout the Term of this Lease, LESSEE shall maintain in full force on all structures on the Leased Premises a policy or policies of fire and property damage insurance with standard extended-coverage endorsement, to the extent of at least ninety percent (90%) of their insurable value. The proceeds from any

such policy shall be used for the repair or replacement of the improvements so insured.

**Section 9.04. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by Lessor. At the option of LESSOR, either: the insurer shall reduce or eliminate deductibles or self-insured retentions as respects LESSOR, its officers, officials, employees or volunteers which LESSOR finds objectionable; or LESSEE shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**Section 9.05. Term of Coverage.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to LESSOR. For failure of LESSEE to comply with the insurance requirements, LESSOR may terminate this Agreement

## **ARTICLE X INDEMNIFICATION**

**Section 10.01. LESSOR Held Harmless for Damages.** LESSEE hereby waives any and all claims against LESSOR its officers, officials, employees and volunteers for damage to any property or injury or death of any person on or about the Leased Premises arising out of, connected with, or otherwise related to the use or occupancy of the Leased Premises, by LESSEE, its agents, employees, or invitees, and from any cause other than LESSOR's misconduct or negligence. LESSEE hereby agrees to indemnify, defend, and hold LESSOR it officers, officials, employees and volunteers harmless from and against all losses, liabilities, obligations, costs, expenses, and damages resulting from any claim, demand, or cause of action resulting from the use or occupancy of the Leased Premises by LESSEE, its agents, employees, or invitees. LESSEE's indemnity obligation shall include reasonable attorneys' fees, investigation costs and all other reasonable costs and expenses incurred by LESSOR. The parties shall make every reasonable effort to agree upon common counsel. However, if the interests of the parties diverge such that common counsel cannot reasonably represent both parties fully and fairly, then LESSEE shall not be obligated to pay for LESSOR's separate counsel. The provisions of this Section shall survive the termination of this Lease with respect to any claim, demand, or cause of action that is based on events occurring or circumstances existing during the term of this Lease.

## **ARTICLE XI SURRENDER**

**Section 11.01. Surrender of Leased Premises.** At the termination of this Lease, or any renewal hereof, LESSEE shall surrender the Leased Premises in good condition, reasonable wear and tear excepted, and shall surrender all keys for the Leased Premises to LESSOR and shall inform LESSOR of all combinations on locks, safes, and/or vaults, if any, on the Leased Premises. LESSEE during the last sixty (60) days of such term, may remove all trade fixtures and any other installations, alterations, or improvements made pursuant to Article V hereof, with the exception of the tenant improvements required by Exhibit B, before surrendering the Leased Premises as aforesaid, and if such fixtures are removed, shall repair any damage to the Leased Premises caused thereby. LESSEE's obligation to observe and perform this covenant shall survive the expiration or other termination of the Lease Term.

## **ARTICLE XII DESTRUCTION OF THE LEASED PREMISES**

**Section 12.01. Fire, Explosion or Other Casualty.** In the event the Leased Premises are damaged by fire, explosion or other casualty LESSOR and LESSEE shall meet to determine whether to continue the lease. If either party desires to end the occupancy of the premises, the lease shall terminate immediately. The obligation to apply the proceeds of casualty insurance to the repair or replacement of improvements made by LESSEE shall survive the termination of the lease pursuant to this provision.

**Section 12.02. Notice by LESSEE.** LESSEE shall give immediate telephone or personal notice to LESSOR in case of fire, casualty or accidents in the Leased Premises or of any defects therein or in any fixtures or equipment and, within twenty-four (24) hours, shall confirm such notice in writing.

## **ARTICLE XI11 DEFAULT**

**Section 13.01. Events of Default.** The occurrence of any of the following shall constitute a material default and breach of this Lease:

1. Any failure by LESSEE to pay rent during any extension of the lease or to make any other payment required to be made by LESSEE hereunder, where such failure continues for sixty (60) days after written notice thereof by LESSOR to LESSEE; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under NRS Chapter 40, or any corresponding succeeding law(s).

2. The abandonment or vacation of the Leased Premises by LESSEE.
3. Any failure by LESSOR or LESSEE to observe and perform any other provision of this Lease, where such failure continues for sixty (60) days (except where a different period of time is specified in this Lease) after written notice by the nonbreaching party to the other, provided, however that any such notice shall be in lieu of, and not in addition to, any notice required under NRS Chapter 40 or any corresponding succeeding law(s). If the nature of such default is such that the same cannot reasonably be cured within such sixty (60) day period, LESSOR or LESSEE shall not be deemed to be in default if, within such period, the breaching party shall commence such cure and thereafter diligently prosecute the same to completion.
4. (a) The making by LESSEE of any general assignment for the benefit of creditors; (b) subject to the rights of a trustee or court in bankruptcy under Federal Bankruptcy Laws, the filing by or against LESSEE of a petition to have LESSEE adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against LESSEE, the same is dismissed within sixty (60) days); (c) the appointment of a trustee or receiver to take possession of substantially all of LESSEE's assets located at the Leased Premises or of LESSEE's interest in this Lease, where possession is not restored to LESSEE within thirty (30) days; or (d) the attachment, execution or other judicial seizure of substantially all of LESSEE's assets located at the Leased Premises or of LESSEE's interest in this Lease, where such seizure is not discharged within thirty (30) days.

**Section 13.02 Right of Termination.** In the event of any such default by either party, then, in addition to any other remedies available to the non-breaching party at law or in equity, the non-breaching party shall have the immediate option to terminate this Lease and all rights of the non-breaching party hereunder by giving written notice of such intention to terminate. Such termination shall be in addition to any legal or equitable rights of the parties.

**Section 13.03. Right of Re-entry.** In the event of any such default by LESSEE, LESSOR shall also have the right, with or without terminating this Lease, to reenter the Leased Premises and remove all persons and property from the Leased Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of LESSEE and LESSEE's obligation hereunder.

## **ARTICLE XIV WAIVER**

**Section 14.01. No Continuing Waivers.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a continuing waiver of such term, covenant, or condition or any subsequent breach of the same or any term, covenant, or condition herein contained, nor shall any custom, practice, or course of dealing that may develop between LESSOR and LESSEE in the administration of this Lease be construed to waive the right of either to insist upon performance by the other in strict accordance with said terms.

## **ARTICLE XV SUCCESSORS**

**Section 15.01. Successors.** This Lease shall bind and inure to the benefit of the parties and their respective successors, assigns, legatees, designees, legal representative, , but neither LESSEE nor LESSOR shall assign or delegate this Lease or any of their or its rights, interests or obligations hereunder without the prior written consent of the other party and any attempted or purported assignment or delegation without such consent shall be void. This Lease is not intended, nor shall it be construed, to confer any enforceable rights on any person who is not a party hereto.

**Section 15.02. Transfer by LESSOR--Release.** LESSOR, at any time and from time to time, may make an assignment of its interest in this Lease and, in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by LESSOR herein, LESSOR and its successors and assigns (other than the assignee of this Lease) shall be released from all liability hereunder.

## **ARTICLE XVI REMEDIES CUMULATIVE**

**Section 16.01. Remedies Cumulative.** The rights and remedies given to the parties in this Lease herein are distinct, separate and cumulative; and, unless specifically provided otherwise herein, no one such remedy, whether or not exercised, shall be deemed to be to the exclusion of others herein granted or given by law or in equity.

## **ARTICLE XVII HOLDING OVER**

**Section 17.01. Holding Over.** If, without prior written approval by LESSOR, LESSEE holds possession of the Leased Premises after expiration of the extended term of this Lease, LESSEE shall become a Tenant from month-to-month upon the terms herein specified and at a rental amount of TWO THOUSAND TWO HUNDRED AND FIFTY (\$2,250.00) per month. Said rent may be changed by LESSOR giving to LESSEE a Sixty

(60) day notice changing said rent. Each party shall give the other notice at least (60) days prior to the date of termination of such monthly tenancy of its intention to terminate such tenancy.

## **ARTICLE XVIII MISCELLANEOUS**

**Section 18.01. Amendments.** No provision of this Lease may be changed, modified, waived, discharged, or terminated, except by a written instrument executed and delivered by the parties.

**Section 18.02. Applicable Law; Jurisdiction.** This Lease and all questions of validity, construction, interpretation, performance and enforcement of the terms and conditions of this Lease and any other obligation secured hereby shall be governed by the applicable statutory and common law of the State of Nevada and the parties agree that any proceedings with respect to the performance or enforcement of this Lease shall be brought in a court of competent jurisdiction within the First Judicial District in the State of Nevada.

**Section 18.03. Brokers.** The parties acknowledge that neither party has retained a broker to assist in bringing about the transactions provided for hereunder. The parties agree to indemnify, defend and hold one another harmless from and against all claims for brokerage commissions and finder fees arising by reason of this Lease.

**Section 18.04. Captions.** The captions, titles, headings and Section numbers appearing in this Lease are for reference purposes only and shall in no way limit, define, or otherwise affect the construction of this Lease.

**Section 18.05. Complete Agreement.** Except instruments incorporated herein by reference and documents executed simultaneously herewith there are no written and/or oral agreements between LESSOR and LESSEE additional to or different from this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, agreements, letters and understandings between LESSOR (or its agents, or representative) and LESSEE with respect to the subject matter of this Lease. There are no representations between LESSOR and LESSEE other than those contained in this Lease, and all reliance with respect to any representation is solely upon the representations contained in this Lease. This Lease shall be construed in a fair and equitable manner and shall not be construed against the party by whom it was drafted.

**Section 18.06. Counterparts.** This Lease may be executed in any number of counterparts, or by different parties in different counterparts, each of which shall be

deemed an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such counterpart.

**Section 18.07. Covenants.** Whenever in this Lease any words of obligation or duty are used in connection with either LESSOR or LESSEE, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.

**Section 18.08. Effectiveness.** Submission of this instrument for examination or execution by LESSEE does not constitute a reservation of or option to lease, and it is not effective as a lease or otherwise until it has been executed and delivered by both LESSOR and LESSEE.

**Section 18.09. Sections.** Articles and Sections mentioned by number only are the respective Articles and Sections of this Lease as so numbered. Any headings preceding the texts of the several Articles and Sections of this Lease, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construct or effect.

**Section 18.010. Force Majeure.** Any covenants, conditions, provisions, or agreements on the part of LESSOR to be performed shall not be deemed breached if LESSOR is unable to furnish or perform the same by virtue of any cause whatsoever beyond LESSOR'S control.

**Section 18.011. No Partnership.** The parties expressly agree and acknowledge that LESSOR does not in any way or for any purpose become a principal or partner of LESSEE in the conduct of its business or a joint venturer or a member of a joint enterprise with LESSEE by reason of this Lease.

**Section 18.012. Notices.** All notices, requests, waivers, approvals, consents, demands and other communications hereunder shall be in writing and shall be deposited with the United States Postal Service, with all charges, fees and first-class postage prepaid, properly addressed as follows:

If to LESSOR:

Storey County  
Attn: Pat Whitten, County Manager  
P. O. Box 176  
Virginia City, Nevada 89440

If to LESSEE:

Ames Construction, Inc...

3737 West 2100 South  
West Valley City, Utah 84120

**Section 18.013. Partial Invalidity.** If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant, or condition to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each term, covenant, or condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

**Section 18.014. Time of Essence.** It is expressly understood and agreed that time is of the essence as to this Lease and all the terms, conditions, covenants and provisions hereof. Whenever the time for performance of any act hereunder falls on a Saturday, Sunday or legal holiday, such time shall be extended to the next business day.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

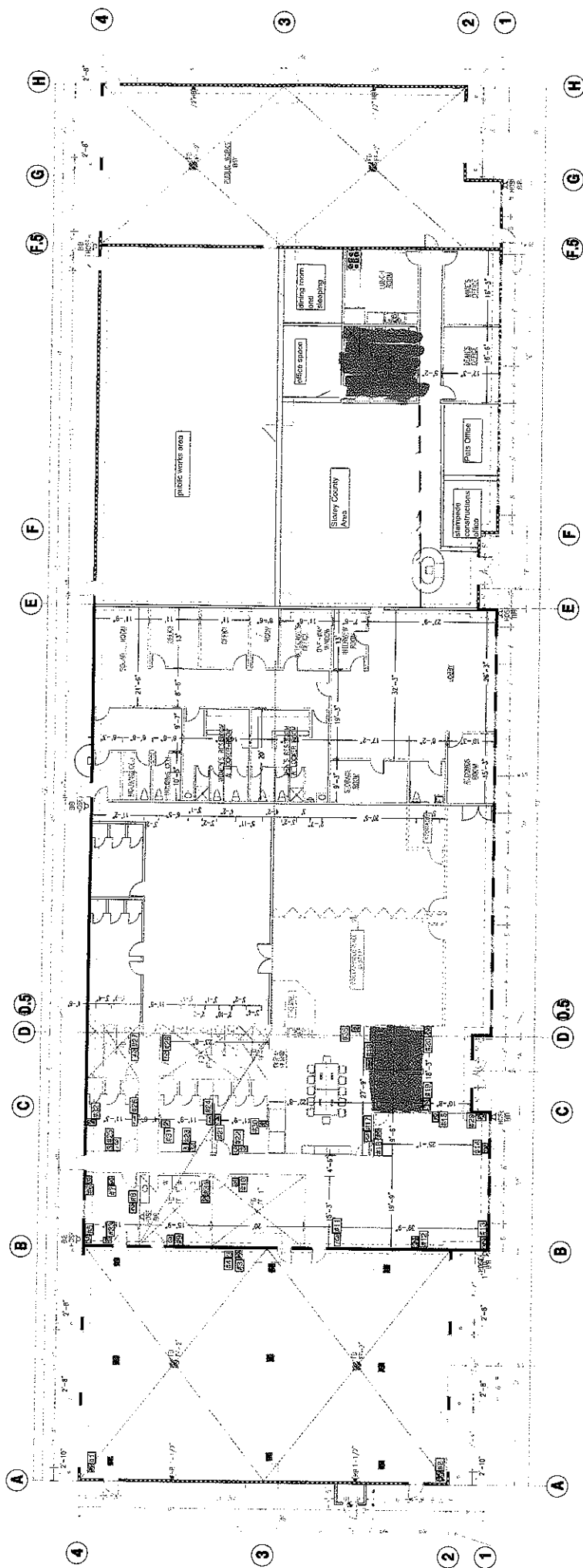
LESSOR

LESSEE

\_\_\_\_\_  
By: Pat Whitten  
Its: County Manager

\_\_\_\_\_  
By:  
Its:





**SCFD #5 TENANT IMPROVEMENTS  
FLOOR PLAN**

# A1.1

Exhibit A

There will be 10 wall mount phones as identified on the plans.  
There will be two desk top type phones for the office and day room.  
All phone connections will use CAT-5 wire

#### Fire Department Notes

1. 1" 6" below ceiling level blank duplex size box and a second duplex box with power, phone (Radio, TV and TV)
2. 3/4" Conduit with blank duplex size box (3" standard height)
3. Duplex size box at 36" below ceiling and another blank duplex box below in the same 3/4" conduit line at 44" (Speaker control top and wall mount phone below)
4. Phone only at 64" below ceiling height
5. Electrical Chute for extension cords to plug in apparatus

[illegible]

## WALL LEGEND

## OCCIPITANCY

## SHEET NOTES

**KINO ENGINEERING CORPORATION**  
CIVIL ENGINEERING • DESIGN • LAND PLANNING  
8723 TECHNOLOGY WAY, SUITE B RD#12, NY 10851  
PHONE: (775) 552-5700 FAX: (775) 852-5707

270

## **Tenant Improvements to 1705 Peru Drive**

1. Header for Accordion Air Wall.
2. County Side Drop Down Sprinklers
3. County Side T-bar ceiling 2 x 4 9' height (drop ceiling)
4. Fire Department Curtition Accordion Wall VL-8 System 39' x 9' maximum acoustic absorption (STC-40) and carpet cover material
5. Trailer electric
6. County Side Electric
7. County Side HVAC
8. Fire Department Blinds
9. Fire Department Walls and Doors

**EXHIBIT B**

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

Lots 2, 3, and 4, in Block 107, Range E, as shown on the official map of Virginia City, Nevada, filed June 6, 1865, in the office of the County Recorder of Storey County, State of Nevada, and being more particularly described as follows:

of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on

ity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Publication Dates: 2-26-16, 3-4-16, 3-11-16

## CANYON GENERAL IMPROVEMENT DISTRICT

Tariff Hearing

Rainbow Bend Clubhouse; 7:00 pm, March 16, 2016

The Canyon General Improvement District will be having a Tariff Hearing at the regularly scheduled Board Meeting on March 16, 2016, for the purpose of discussing the increase in fees from Waste Management for trash removal services. The proposed increase is \$20 per month. This increase will begin on the May 1, 2016 billing and will bring your trash removal to a total of \$18.80 per month.

Dates of Publication: February 19, 2016, March 4, 2016

## NOTICE OF PROPOSED LEASE OF COUNTY PROPERTY

Pursuant to Nevada Revised Statute Section 244.2833 notice is hereby given that Storey County proposes to lease approximately 1634 square feet of vacant space in its building and an additional 720 square feet of its parking lot, both located at 1705 Peru Drive, McCarron, Nevada in the Tahoe-Reno Industrial Center to Ames Construction, Inc. There will be no rent charged during the initial 22 month term of the lease. Ames Construction Inc., will be required to construct approximately \$56,000 in tenant improvements which will become the property of Storey County upon the termination of the lease. An extension of the lease is authorized at the request of Ames Construction, Inc. for an additional 12 months for a rental amount of \$2,250.00 per month. Storey County does not propose to first offer the space for lease to the public. The Board of County Commissioners of Storey County will hold a public hearing on the propriety of entering into the lease on the 15<sup>th</sup> day of March, 2016 at 10:30 o'clock a.m. Further information, including copies of the proposed lease, are available at the County Clerk's Office located at 26 S. B Street in Virginia City, Nevada.

Date of Publication: March 4, 2016

## JOB POSTING

Lateral Transfers For

SENIOR FIREFIGHTER / PARAMEDIC

and

SENIOR FIREFIGHTER / EMT INTERMEDIATE/ADVANCED

Full-Time (Initial hire and applicant pool)

STOREY COUNTY FIRE PROTECTION DISTRICT

Applications for lateral transfer to Senior Firefighter/Paramedic and Senior Firefighter/EMT (Intermediate/Advanced) are being accepted by the Storey County Fire Protection District. **These are full-time career positions** that under direction, supervise and participate in the response to life and property protection emergencies including fire, medical, vehicular accidents, hazardous material and rescue efforts and maintenance of equipment, apparatus and fire station on an assigned shift. Applications and a full job description are available at the Storey County Human Resources Office located in the Courthouse, 26 South B Street, Virginia City, Nevada during normal business hours or at [www.storeycounty.org/jobs.aspx](http://www.storeycounty.org/jobs.aspx). Original applications must be received in the Human Resources Office by 5:00 p.m. on 03/16/16 for initial hire and 06/30/16 for applicant pool. E-mailed and faxed copies will not be accepted. Hiring of position will be based upon evaluation of the application and a Fire Chief's interview. Final job offers will be contingent upon a Medical Health Examination and Drug/Alcohol Testing. Applicants for lateral transfer must be currently employed by in a position equal to or greater than that applied for, possess a valid Commercial Class B Nevada Driver's License Permit at selection, Commercial Class B Nevada Driver's License within 1 year of employment, current certification as a National Registered Paramedic or Nevada State Paramedic, ACLS Certification for Paramedics, C.P.R. certification, NFPA or State of Nevada Firefighter One Certification within six months of selection and Hazardous Materials Awareness and Operations Certification or equivalent. **Preference points will be awarded to Veterans.** Storey County is an Equal Opportunity Employer. Posted 03/01/16-06/30/16

**NRS 244.2833 Lease of building space or other real property that is less than 25,000 square feet.**

1. The board of county commissioners may offer any county-owned building or any portion thereof or any other real property for lease without complying with the provisions of NRS 244.2795, 244.281 and 244.283 if:

(a) The area of the building space or other real property is less than 25,000 square feet; and

(b) The board of county commissioners adopts a resolution stating that it is in the best interest of the county to lease the property:

(1) Without offering the property to the public; and

(2) For less than the fair market value of the building space or other real property, if applicable.

2. The board of county commissioners shall:

(a) Cause to be published at least once, in a newspaper qualified under chapter 238 of NRS that is published in the county in which the county-owned building or portion thereof or the other real property is located, a notice setting forth a description of the county-owned building or portion thereof or the other real property proposed to be leased in such a manner as to identify it; and

(b) Hold a public hearing on the matter not less than 10 or more than 20 days after the date of publication of the notice.

3. A lease of a county-owned building or any portion thereof or any other real property pursuant to this section may be made on such terms and conditions as the board of county commissioners deems proper. The duration of such a lease must not exceed 3 years and may include an extension for not more than an additional 2 years.

(Added to NRS by 2011, 483)



# Board of Commissioners of Storey County Fire Protection District Agenda Action Report

Meeting date:

Estimate of time required: 15 minutes

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

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1. **Title:** Consideration and possible approval of Resolution 16- 435 establishing a Capital Projects Fund for the Storey County Fire Protection District
2. **Recommended motion:** I move to approve Resolution 16- 435 establishing a Capital Projects Fund For the Storey County Fire Protection District and authorize the Chairman to sign.
3. **Prepared by:** Keith Loomis

**Department:** District Attorney's Office

**Telephone:** 847-0964

4. **Staff summary.** A capital projects fund is a fund created to account for resources used for the acquisition or construction of designated capital assets by a governmental unit except those financed by proprietary or trust funds. NRS 354.4995. Under the Local Government Budget and Finance Act such funds must be established by resolution setting forth
  - The object or purpose of the fund
  - The resources to be used to establish the fund
  - The sources from which the fund will be replenished
  - The method for controlling expenses and establishing revenues of the fund
  - The method by which a determination will be made as to whether the balance, reserve or retained earnings of the fund are reasonable and necessary to carry out the purpose of the fund

See NRS 354.612

5. **Supporting materials:** Proposed Resolution 16- 435 and NRS 354.612

6. **Fiscal impact:**

Funds Available:

Fund:

\_\_\_\_ Comptroller

7. **Legal review required:**

X  District Attorney

8. **Reviewed by:**

\_\_\_\_ Department Head

Department Name: Storey County Water and Sewer System

 County Manager

Other agency review: \_\_\_\_\_

9. **Board action:**

☐ Approved  
☐ Denied

☐ Approved with Modifications  
☐ Continued

Agenda Item No.

## **RESOLUTION NO 16-\_\_\_\_\_**

### **RESOLUTION** Establishing the Capital Projects Fund

**WHEREAS,** The Storey County Fire Protection District (District) is a political subdivision of the State of Nevada with the authority to create funds pursuant to the Local Government Budget and Finance Act; and

**WHEREAS,** The Board of Fire Commissioners (Board) of the District desire to create a fund to account for resources used for the acquisition or construction of designated capital assets other than those financed by proprietary or trust funds, the Capital Projects Fund; and

**WHEREAS,** The Board intends to transfer the funds received by the District as the result of the dissolution of the Storey County 473 Sierra Forest Fire Prevention District and which are identified in the 2015 Annual Audit Report as an unanticipated increase in the ending fund balance of the District's general fund and monies paid to the District as a result of providing resources pursuant to mutual aid agreements as the source of the resources to be deposited in the fund; and

**WHEREAS,** The Board intends to replenish the resources in the fund through the results of providing resources pursuant to mutual aid agreements and audited higher than anticipated year end fund balances for the District; and

**WHEREAS,** The short term and long term plan for expenditures from the fund is to utilize the money in the fund to purchase capital assets for the benefit of the fire-fighting and fire-prevention efforts of the District; and

**WHEREAS,** The Board intends to control the expenses of the fund through a voucher control system run through the Storey County Comptroller's Office, which office will audit claims made for payments from the fund. Claims approved for payment will be forwarded to the Storey County Treasurer for payment and to the Board of Fire Commissioners for review; and

**WHEREAS,** The Board of Fire Commissioners will annually review the fund during the budget cycle to determine whether the balance, reserve or retained earnings of the fund are reasonable and necessary to carry out the purpose of the fund and to replenish the fund; and

**NOW THEREFORE,** Be it hereby resolved by the Board of Fire Commissioners of the Storey County Fire Protection District that a Capital Projects Fund be established within the funds of the Storey County Fire Protection District for the purpose of acquiring and constructing of capital assets other than those financed by proprietary or trust funds.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF FIRE COMMISSIONERS OF  
STOREY COUNTY FIRE PROTECTION DISTRICT

By: \_\_\_\_\_  
MARSHALL McBRIDE, Chairman

ATTEST:

\_\_\_\_\_  
Vanessa Stephens  
Storey County Clerk/Treasurer





## Storey County Board of County Commissioners Agenda Action Report

**Meeting date:**

**Estimate of time required:** 15 minutes

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

1. **Title:** Consider approval of Memorandum of Understanding with Nevada Department of Taxation and Nevada Tax Commission to authorize Storey County Officials to review records of Department of Taxation to determine whether there has been a proper reporting of transactions subject to sales and use taxes within Storey County.
2. **Recommended motion:** I move to approve the Memorandum of Understanding between Storey County, the Nevada Department of Taxation and the Nevada Tax Commission allowing Storey County Officials to review the records of the Department of Taxation and authorize the chairman to sign.

3. **Prepared by:** Keith Loomis

**Department:** District Attorney's Office

**Telephone:** 847-0964

4. **Staff summary:** Storey County has requested access to the confidential records of the Nevada Department of Taxation to determine if transactions occurring in Storey County subject to sales and use taxes are being properly reported to the Department of Taxation. This authorization is intended to address the ongoing issue related to the reporting of these transactions by zip codes. The Memorandum of Understanding will allow County officials to review the records of the Department of Taxation for a period of two years.

5. **Supporting materials:** Memorandum of Understanding

6. **Fiscal impact:**

Funds Available:

Fund:

\_\_\_\_ Comptroller


7. **Legal review required:**

\_\_\_\_ District Attorney

8. **Reviewed by:**

\_\_\_\_ Department Head

Department Name: Storey County Water and Sewer System

 County Manager

Other agency review: \_\_\_\_\_

9. **Board action:**

☐ Approved  
☐ Denied

☐ Approved with Modifications  
☐ Continued

Agenda Item No.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**STATE OF NEVADA, THROUGH THE NEVADA TAX COMMISSION AND  
NEVADA DEPARTMENT OF TAXATION**

**AND**

**STOREY COUNTY, THROUGH THE STOREY COUNTY COMMISSION**

The State of Nevada, through the Nevada Tax Commission (hereinafter Commission) and Nevada Department of Taxation (hereinafter Department) and Storey County, a political subdivision of the State of Nevada, through the Storey County Commission, enter into this Memorandum of Understanding as of the date set forth below. The parties seek to identify areas in which they will assist each other to ensure maximum efficiency and benefit to the State, County and the public, and to minimize any duplication of effort by either party.

**WHEREAS**, NRS 243.335 delineates the creation and boundaries of Storey County within this State;

**WHEREAS**, the Storey County Commission is the governing body of Storey County;

**WHEREAS**, Storey County seeks to ensure that tax revenue generated within the County is properly allocated;

**WHEREAS**, NRS 360.200 allows the Department to exercise general supervision and control over the entire revenue system of the State;

**WHEREAS**, NRS 360.120 provides that the Commission is the head of the Department;

**WHEREAS**, NRS 360.255(1) provides that the records and files of the Department concerning the administration or collection of any tax, fee, assessment or other amount required by law to be collected are confidential and privileged; and,

**WHEREAS**, NRS 360.255(2)(f) provides that the records and files of the Department concerning the administration and collection of any tax, fee, assessment or other amount required by law to be collected are not confidential in cases of the exchange of information pursuant to an agreement between the Nevada Tax Commission and the governing body of any county, city or town.

**NOW THEREFORE** the parties mutually agree to the following:

1. Upon written request received by the Executive Director of the Department or such other person as the Executive Director designates, the Department will allow the representatives of Storey County designated below to examine such books, papers and records in the Department's possession as may pertain to the sales and use tax filings submitted by businesses, suppliers and vendors doing business in the Tahoe-Reno Industrial Center for the purpose of determining whether there has been a proper reporting of taxable transactions in Storey County.

2. For purposes of this Memorandum the designated representatives who may review records in the Department's possession are the Storey County Manager, his Management Assistant, the Storey County Comptroller, his Management Assistant, the Storey County Community Development Director, his Office Manager, the Storey County Fire Marshall, the Storey County District Attorney, her Deputy, the Storey County Clerk Treasurer, her Deputy, and Tom Gransbery, who has a professional services contract with the County.

3. The County agrees to maintain, in accordance with applicable statutory restrictions and confidentiality requirements, the confidentiality of information obtained from the Department pursuant to this Memorandum.

4. This Memorandum of Understanding shall expire in two years unless the parties mutually agree in writing to its extension.

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Understanding as follows:

_____ Nevada Department of Taxation	_____ Date	_____ Title
_____ Nevada Tax Commission	_____ Date	_____ Title
_____ Storey County Commission	_____ Date	_____ Title

**APPROVED AS TO FORM**

\_\_\_\_\_  
ANDREA NICHOLS  
Senior Deputy Attorney General



# Storey County Board of County Commissioners

## Agenda Action Report

**Meeting date:** March 15, 2016

**Estimate of time required:** 20 min.

**Agenda:** Consent ☐ Regular agenda ☐ Public hearing required ☒

1. **Title:** Second reading of Ordinance No. 15-267 amending Storey County Code Title 8 Health and Safety by adding chapter 8.01 Nuisances and providing a uniform process for abating all the different nuisance complaints in the code. The amendment also changes the existing nuisance procedures in other parts of the Code to be consistent with the new chapter and provides for other properly related matters.

2. **Recommended motion:** I move to approve the second reading of Ordinance No. 15-267.

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

**Department:** District Attorney's Office

**Tel:** 847-0964

4. **Staff summary:** This ordinance creates a single hearing process for all the types of nuisances in the code and amends the various sections to be consistent with the new hearing chapter.  
(Continued on next page.)

5. **Supporting materials:** Ordinance 15-267

6. **Fiscal impact:** None

7. **Legal review required:** Yes

AML District Attorney

8. **Reviewed by:**

Rob Department Head

Department Name: Commissioner's Office

\_\_\_\_ County Manager

Other agency review: \_\_\_\_\_

9. **Board action:**

☐ Approved  
☐ Denied

☐ Approved with Modifications  
☐ Continued

Agenda Item No. 14

#### **4. Staff summary continued:**

The Board held a public workshop during the meeting of November 3, 2015. Most of the comments have been integrated into the text and the ordinance was approved for a first reading on February 2, 2016. The public hearing was held on March 1, 2016 for the public, staff, and the board to discuss the ordinance and to make any additional changes.

#### **The specific issues that have been amended:**

1. How the complaint process is initiated. The ordinance in section 8.01.030 requires the county authorized inspector to receive a complaint to initiate the process. The words "written and signed" have been added to the section. It has also been changed to allow county staff to be able to initiate complaints.

2. The independent hearing officer. During the public hearing there was a preliminary discussion about using a hearing board but the board went on to discuss using justice court or municipal pro tem judges instead. The underlined changes in the ordinance will create that process of using pro tem judges.

3. Civil penalties. During the public hearing there was also a discussion about the use of civil penalties. Under NRS 244.360 and Storey County Code section 17.03.045 Abatement of public nuisances the county has by resolution established civil penalties. The existing civil penalty code section will be deleted and sections 8.01.060 Hearing procedures and 8.01.100 Civil penalty, appeal will be added to keep the option of imposing civil fees available to the county

#### **Areas that have not been changed.**

There was public comment about formalizing the requirements for the authorized inspector. The initial discussion was that the county did not want a code enforcement officer and preferred a more informal process using county employees in the field. The filing of a criminal complaint would only be initiated by the district attorney's office not the inspector. As for the hearing for a nuisance that must be set by the clerk, it would be posted in compliance with the Open Meeting Law.

There were also comments asking for better definitions of what constitutes a nuisance. Section 8.01.010 contains the general legal descriptions of nuisance that are fairly simple but the definitions of nuisances in section 8.08.010 were expanded in the ordinance draft for the first reading.

## **Ordinance No. 15-267**

### Summary

An ordinance amending Storey County Code Title 8, Health and Safety by adding chapter 8.01 Nuisances, providing a uniform process for abating all the different nuisance complaints in the code. The existing nuisance procedures in other parts of the Code in title 6, 8, 13, 15, and 17 are amended to be consistent with the new chapter.

### Title

**An ordinance amending Storey County Code Title 8 Health and Safety by adding chapter 8.01 Nuisances and providing a uniform process for abating all the different nuisance complaints in the code. The amendment also changes the existing nuisance procedures in other parts of the Code to be consistent with the new chapter and provides for other properly related matters.**

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

**SECTION I:** Title 8 Health and Safety is amended by adding the following:

#### *Chapter 8.01*

#### *Nuisances*

##### *Sections*

***8.01.010 Declaration of nuisances.***

***8.01.020 Definitions.***

***8.01.030 Notice of violation.***

***8.01.040 Voluntary abatement.***

***8.01.050 Time limit for abatement.***

***8.01.060 Hearing procedures.***

***8.01.070 Appeal procedures.***

***8.01.080 Abatement by the county and recovery of costs.***

***8.01.090 Summary abatement.***

***8.01.100 Civil penalty, appeal***

***8.01.110 Criminal penalty.***

##### ***8.01.010 Declaration of nuisances***

*In order to protect the public health, safety and welfare of the residents of the county from public nuisances, the board of county commissioners or its designee may order the owner of real*

property within the county to:

- A. Repair, safeguard, or eliminate any dangerous structure or condition.
- B. Clear debris, rubbish, refuse, litter, garbage, abandoned or junk vehicles or junk appliances which are not subject to the provisions of NRS chapter 459 Hazardous Materials.
- C. Clear weeds and noxious plant growth.
- D. Abate any condition or use that is declared a nuisance in this code.
- E. Repair, clear, correct rectify, safeguard or eliminate any other public nuisance to protect the public health, safety and welfare of the residents of the county.

As an alternative to the abatement of nuisances in the manner provided in this chapter, the district attorney is authorized, pursuant to NRS 244.360(6) to bring all necessary civil actions on behalf of the county to enjoin, abate or restrain the violation of the any ordinance of this county, the violation of which is declared to be a public nuisance in the ordinance violated and to seek damages for the cost of abatement of nuisances and the recovery of expenses and costs of suit arising out of such actions.

#### **8.01.020 Definitions.**

For the purpose of this chapter, unless the context otherwise requires, the following definitions apply:

**Authorized inspector** (inspector) means the person designated or authorized by this section to enforce the provisions of the code dealing with nuisances.

A. The building official or his or her designee is the authorized inspector for public nuisances regulated by title 15, Buildings and Construction, chapter 15.20 Flood damage prevention and title 13, Public Services when involving dangerous structures. The building official must use the Code for Abatement of Dangerous Buildings to abate structures that are public nuisances.

B. The fire district chief or his or her designee is the authorized inspector for public nuisances regulated by the International Fire Code as amended

C. The planning director or his or her designee is the authorized inspector for public nuisances regulated by titles 8 Health and Safety and 17 Zoning.

D. The sheriff or his or her designee is the authorized inspector for public nuisances regulated by title 6 Animals.

E. The public works director or his or her designee is the authorized inspector for public nuisances regulated by title 13 Public Services.

F. Any person designated as an authorized inspector may refer a complaint received by that person, which may be more appropriately handled by another inspector, to the county manager or his or her designee to be reassigned to an appropriate authorized inspector.

**Dangerous structure or condition** means a structure or condition that may cause injury to or endanger the health, life, property or safety of the general public or the occupants, if any, of the property on which the structure or condition is located. It includes any violation of any building, electrical, housing, plumbing or safety code or the violation of an ordinance regulating public health, welfare or safety which violation is designated a public nuisance in such ordinances.

**Hearing officer** means a person designated by the board of county commissioners to hear matters that are declared nuisances under this code or to determine the propriety or amount of civil penalties. The hearing officer may not be a county employee. The board may designate a justice court or municipal court pro tem from outside of the county as a hearing officer. The



board may designate more than one hearing officer and if the board does, the hearing should be must be alternated equally between the hearing officers by the clerk depending on their availability. The board may by resolution set the compensation for the hearing officer.

**Occupant** means a legal entity that through the rights of ownership, rental, or residence has the use and enjoyment of the subject real property for residential or commercial purposes.

**Owner** means the legal entity listed as the current owner as recorded in the official records of the Storey County Recorder's office

#### **8.01.030 Notice of nuisance.**

When the county's authorized inspector receives a written and signed complaint about the existence of a condition which is declared to be a public nuisance by any provision of this code on property within the county, or if the inspector observes a public nuisance, the inspector must personally deliver to the property owner, or send to the owner of the property at the mailing address provided by the owner in the real property records of the county, a notice of the existence of the conditions along with an order to abate the nuisance. If sent by mail, the notice must be sent by certified mail, return receipt requested.

The notice of nuisance must inform the owner of the following:

- A. The street address, parcel number, or legal description sufficient to identify the property.
- B. A description and pictures if available of the offending condition or conditions.
- C. A statement of the action required to abate the nuisance and the date by which the abatement must be completed.
- D. A statement informing the owner that he may will be subject to civil or and criminal penalties or both for each day the nuisance is not abated after the date specified in the notice for completing the abatement has passed.
- E. A statement that the owner has a right to request a hearing before the hearing officer and the right to an appeal of the hearing officer's decision to the board of county commissioners.

The authorized inspector may alternatively refer the notice of nuisance to the district attorney. The district attorney may commence a civil action to abate, remove and enjoin the violation as a public nuisance or commence a criminal action in the manner provided by law. If a civil or criminal matter is filed in court the procedure in this chapter no longer applies.

#### **8.01.040 Voluntary abatement.**

Upon service of the written notice of nuisance, the owner of the property on which the offending conditions exist has until the date set out in the notice of nuisance to abate the nuisance unless the inspector grants an extension of time in writing. If the nuisance has been abated, the owner may request an inspection to verify the condition of the property. If the applicable time limit in the notice has expired, the inspector must re-inspect the property. If the nuisance has been abated, no further enforcement action may be taken. If the nuisance has not been abated by the date set forth in the notice of nuisance and no hearing or appeal has been requested, the inspector may refer the matter to the district attorney's office for enforcement.

#### **8.01.050 Time limit for abatement.**

- A. The owner has 30 calendar days from the date of personal service of the notice of nuisance or from the deposit for mailing of the notice of nuisance to abate a nuisance. The inspector may

extend the time for abatement in writing if the owner has made reasonable progress in complying with the notice. ~~unless~~ If the condition of the property or structure is causing an immediate danger to the public health, safety or welfare. If there is an immediate danger to the public health, safety or welfare the inspector has discretion to require immediate abatement or abatement in a time period of less than 30 days.

B. The date for abatement set forth in the notice is tolled during the time the owner requests a hearing until he receives a decision from the hearing officer and for the time taken to decide an appeal if an appeal from the hearing officer's decision is taken.

#### **8.01.060 Hearing procedures.**

A. If the owner of the property contests the notice of nuisance, the owner may request a hearing before a hearing officer designated by the board. The board may designate more than one hearing officer and if the board does, the hearings must be alternated equally between the hearing officers by the clerk. The hearing must be requested by the owner in writing within 10 business days of service of the notice of nuisance and must be delivered to the county clerk. The owner is required to post a deposit, in an amount set by resolution of the board, to cover the cost of the hearing officer and the transcription of the hearing.

B. The county clerk must, within 10 business days of receiving the request for hearing, set a hearing before the hearing officer. The hearing must be set within 30 days of the date of the receipt of the request for the hearing.

C. At the hearing the inspector and the owner of the property must present evidence to prove or disprove the facts set out in the notice of nuisance. The hearing is to be informal and the rules of evidence used in court do not have to be followed. The inspector may ask for civil penalties to be imposed by the hearing officer taking into account the gravity of the owners conduct. The civil penalties start if the nuisance has not be abated on the date the in the notice that the nuisance was to be abated. The hearing officer must determine if there is a nuisance that must be abated and may impose civil penalties or may reduce the amount of the civil penalty in consideration of all relevant circumstances. The hearing officer must issue a written order within five working days of the conclusion of the hearing. If the hearing officer determines there is a nuisance the hearing officer must order the owner to abate the nuisance within 10 business days of service of the order or within the number of days remaining in the original notice of nuisance, whichever is longer. If the hearing officer determines there is no nuisance the deposit will be refunded.

D. The hearing conducted by the hearing officer must be recorded or reported. Any evidence introduced at the hearing must be retained in the custody of the county clerk.

#### **8.01.070 Appeal procedures.**

A. If the owner of the property disagrees with the decision of the hearing officer, the owner may appeal to the board of county commissioners. The appeal must be requested in writing by filing a written notice of appeal, within 10 working days of the service of the hearing officer's order, with the clerk of the board and payment of a filing fee set by resolution of the board of 100 dollars. The clerk of the board must set the matter for a hearing at the next available meeting of the board. The county clerk must provide for the transcription of the record made before the hearing officer at the expense of the county. The clerk must provide the board with transcribed record along with the evidentiary materials admitted by the hearing officer.

*B. At the appeal the board must review the record made in the hearing before the hearing officer to see if there is substantial evidence to support the hearing officer's decision. If the board finds there is substantial evidence and agrees with the decision of the hearing officer that there is a nuisance the board must order the owner to abate the nuisance within 10 business days of their decision or within the number of days remaining on the original notice of nuisance, whichever is longer.*

**8.01.080 Abatement by the county and recovery of costs.**

*A. The county may abate a nuisance that has been determined under this chapter at any time 10 days after the authorized inspector personally delivers to the property owner or sends the owner of the property written notice of the estimated costs to abate the nuisance and any accrued civil penalties, to the address provided by the owner in the real property records of the county, by certified mail, return receipt requested.*

*B. The county may recover from the owner of the property on which a nuisance exists, the amount expended to abate a nuisance, if the owner has not abated the nuisance within the time required by the notice of nuisance, or after a hearing where the owner did not prevail and the owner has not filed an appeal within the time specified, or the board has denied an appeal and the owner has failed to abate the nuisance in the time specified.*

*C. The county, in addition to filing a civil suit or any other legal means, may make the nuisance abatement expense a special assessment against the property with the nuisance and may collect the special assessment according to state law.*

**8.01.090 Summary abatement.**

*The county may secure or summarily abate a dangerous structure or condition that the building official, the fire chief, and the sheriff determine in a written document is an imminent danger to the public health, safety and welfare.*

*A. Before taking action to secure or summarily abate the nuisance, the owner of the property must be given notice that is hand delivered to the owner of the property or sent pre-paid by United States mail or posted on the property. The notice must state that the owner may challenge the action to secure or summarily abate the structure or condition and must provide a telephone number and an address where the owner may obtain additional information about abating the nuisance.*

*B. If the imminent danger will occur before the notice and an opportunity to challenge the action can be provided, the county may summarily abate the structure or condition to the extent necessary to remove the imminent danger.*

*C. The owner of the property must be given written notice of the abatement after its completion. The notice must state that the owner may seek judicial review and contain a telephone number and an address where the owner may obtain additional information about abating the nuisance.*

**8.01.100 Civil penalty, appeal.**

*A. An owner of property that fails to abate a nuisance by the date specified in the notice of nuisance or as subsequently ordered by the hearing officer or the board, may be assessed a civil penalty by the hearing officer ~~or the board~~ of 100 dollars per day for each day the nuisance*

*continues beyond the date specified in the notice or set by the hearing officer, whichever is later. The cumulative civil penalties may not exceed three times the actual cost to abate, or, if the county elects not to abate the nuisance, three times the estimated cost to abate the nuisance as set forth in the estimate provided to the owner of the property pursuant to section 8.01.080(A) or ten five thousand dollars, whichever is greater.*

*B. Hearing.*

*1. An owner of property who has been billed for a civil penalty may request a hearing before the hearing officer as to the propriety of the imposition of the civil penalty or as to the amount of the civil penalty. The request for the hearing must be made by delivering a request for a hearing to the county clerk within 10 days after estimated costs of abatement has been deposited for mailing pursuant to section 8.01.080(A) or within 10 days after the bill for the actual costs to abate the nuisance has been deposited for mailing by certified mail, return receipt requested to the address of the owner of the property as set forth in the real property records of the county. The request for a hearing must be accompanied by a deposit of ten percent of the civil penalty assessed with the county clerk.*

*2. The county clerk must, within 10 business days of receiving the request for hearing, set a hearing before the hearing officer. The hearing must be set within 30 days of the date of the receipt of the request for the hearing.*

*3. At the hearing the county and the owner of the property must present evidence to establish the propriety of the imposition of the civil penalty and its amount. In regards to the amount of the civil penalty the hearing officer may take into account the gravity of the owners conduct, and may be reduced in consideration of all relevant circumstances, or the payment of which may be suspended for up to five years on conditions deemed suitable in the reasoned discretion of the hearing officer.*

*4. The hearing conducted by the hearing officer must be recorded or reported. Any evidence introduced at the hearing must be retained in the custody of the county clerk.*

*C. Appeal.*

*1. If the owner of the property disagrees with the decision of the hearing officer to impose civil penalties, the owner may appeal to the board of county commissioners. The appeal must be requested in writing by filing a written notice of appeal, within 10 working days of the service of the hearing officer's order, with the clerk of the board and payment of a filing fee of 100 dollars. The clerk of the board shall set the matter for a hearing at the next available meeting of the board. The county clerk shall provide for the transcription of the record made before the hearing officer at the expense of the county. The clerk must provide the board with the transcribed record along with copies of the evidentiary materials admitted by the hearing officer.*

*2. At the appeal the board must review the record made in the hearing before the hearing officer to see if the decision of the hearing officer is arbitrary or capricious.*

*D. Collection of civil penalties.*

*If the decision of the hearing officer is not appealed and he determined that civil penalties in any amount were appropriate or if the board upheld a decision of the hearing officer that civil penalties in any amount were appropriate, the civil penalties must be collected as allowed by state law.*

*A decision by the county to enforce civil penalties does not limit or prohibit the prosecution of the owner for a nuisance violation by criminal complaint.*

**8.01.110 Criminal penalty.**

*In addition to any other civil remedies set forth in this chapter, the owner, occupant or agent of any lot or premises within the county who permits or allows the existence of a public nuisance as defined in this code, upon any lot or premises owned, occupied or controlled by them, or who violates any provisions of this chapter is guilty of a misdemeanor. Each day of any violation constitutes a separate offense.*

**SECTION II:** Section 6.04.120 is amended as follows:

**6.04.120 Noisy dogs--Nuisance abatement.**

A. It shall be unlawful for a dog owner to permit or allow a dog to habitually howl, or bark, or in any other manner disturb the peace and quietude of the community, or of any person within the community. Such conduct on the part of any dog is declared to be a public nuisance and shall must be abated as such.

B. ~~The county sheriff, his deputies, or the poundmaster shall immediately institute abatement proceedings upon having received a written complaint that a dog is in violation of subsection A of this section. When the sheriff receives a complaint alleging the existence of a public nuisance that is a violation of this chapter and confirms the allegations of the complaint, the sheriff must follow the procedures in chapter 8.01 to abate the nuisance.~~ It is lawful for any such an officer to enter upon any private property, to take any such dog causing a nuisance into custody and impoundment, except that no dog shall may be taken from any dwelling, house or other building.

**SECTION III:** Chapter 8.08, Refuse and Trash, is amended as follows:

**Chapter 8.08**

**Refuse and Trash**

**Sections:**

**8.08.010 Definitions.**

**8.08.020 Unlawful deposit prohibited.**

**8.08.030 Nuisance declared.**

**8.08.040 Abatement--Responsibility for costs.**

**8.08.050 Notice to abate.**

**8.08.060 Hearing and appeal.**

**8.08.070 Failure to comply Failure to request hearing.**

**8.08.080 Written demand for costs.**

**8.08.090 Lien Filing.**

**8.08.100 Lien Removal.**

**8.08.110 Violation Liability.**

**8.08.120 Violation Remedies not exclusive.**

**8.08.130 Civil action by county.**

## **8.08.140 Violation--Penalty.**

### **8.08.010 Definitions.**

For the purpose of this chapter, unless the context otherwise requires, the following definitions apply:

~~Hearing officer~~ means a person designated by the board of commissioners.

**Garbage** means swill, offal or any accumulation of animal, vegetable or other matter associated with the preparation, handling, consumption, storage or decay of plant or animal matter including meats, fish, fowl, fruits, vegetable or dairy products, or the waste wrappers or containers for these items, and any filthy or odoriferous objects.

**Junk vehicle** means any car, truck, trailer, recreational vehicle, boat or other vehicle, or component parts thereof, that is unregistered, disassembled, wrecked or in disrepair.

**Litter** means rubbish which is non-decaying, decaying or solid and semi-solid wastes, including but not limited to, both combustible and noncombustible wastes, such as paper, trash, cardboard, waste material, tin cans, yard clippings, wood, glass, bedding, or debris, scrap paving material, discarded appliances, discarded furniture, bedding, dry vegetation, weeds, dead trees and branches, overgrown vegetation and trees which may harbor insect or rodent infestations or may become a fire hazard, piles of earth mixed with any of the above or any foreign object, including junk or abandoned vehicles, without regard to value.

**Noxious plant growth** means any accumulation of weeds or other harmful plants, including shrubs, sagebrush against fence lines or power poles, or weeds or plants over 6 feet in height during fire season, or that create a danger to persons or animals or pose a fire hazard.

**Person** means and includes a natural person and any corporation, firm, partnership or any other legal entity.

**Rubbish** means any litter, vegetable waste, debris, garbage, junk vehicles, or refuse.

### **8.08.020 Unlawful deposit prohibited.**

A. It is unlawful in the county for a person to place, deposit or dump, or cause to be accumulated, or cause to be placed, stored, deposited or dumped, any debris, garbage, refuse, trash, junk vehicles, rubbish, or any nauseous or offensive matter in or upon any private property with or without the consent of the owner, or in or upon any public property other than property designated or set aside for such purpose by the governing board or body having charge thereof.

B. Exemptions. The following are exempt from the provisions of this chapter:

1. Not more than ~~two~~ three unregistered junk vehicles parked or stored on a lot or parcel of land that are contained within a building or screened from view from a public street, road or alley by a 6-foot tall solid fence, wall or other similar structure.

2. Equipment and materials used for farming, ranching or keeping of livestock, appropriate to the size and zoning of the parcel, including fencing, lumber, compost, gates, irrigation equipment and materials, etc.

### **8.08.030 Nuisance declared.**

All debris, garbage, trash, junk vehicles, rubbish, refuse, weeds, grasses and shrubbery, of any and all kinds, accumulated or stored upon any real property within the county are declared to be nuisances and detrimental to the health, safety, economics, and general welfare of the people of

the county.

**8.08.040 Abatement--Responsibility for costs.**

It is unlawful for any person or persons to suffer or permit the accumulation of any of the things enumerated in Section 8.08.020 of this chapter. *When an authorized inspector receives a complaint alleging the existence of a public nuisance that is a violation of this chapter and confirms the allegations of the complaint, the inspector must follow the procedures in chapter 8.01 to abate the nuisance.* upon any property owned by him or them, or of which he or they may have charge, and the cost or costs of removing the same shall become a lien upon the real property upon which the same are found, unless it is removed in accordance with the terms of this chapter.

**8.08.050 Notice to abate.**

— Upon receipt of a complaint alleging a violation of this chapter, the hearing officer shall determine the validity of the complaint. If the complaint is determined to be valid, the hearing officer shall cause to be personally delivered to the property owner, or to be sent to the property owner by certified mail, return receipt requested, notice of violation and notice to abate. The notice of violation and notice to abate must inform the owner of the following:

- A. Nature of the violation(s);
- B. That the owner has not more than fifteen calendar days to abate the condition;
- C. That the owner has a right to request a hearing before the hearing officer;
- D. That should the owner not prevail at the hearing before the hearing officer, he/she may appeal to the commission upon filing a notice of appeal with the commission and payment of a filing fee of one hundred dollars.

**8.08.060 Hearing and appeal.**

— A property owner who desires a hearing to challenge the violations set forth in the notice of violation must notify the hearing officer in writing prior to the date indicated on the notice to abate. The property owner will be afforded an opportunity to appear before the hearing officer and, if not satisfied with the results of the hearing, may request an appeal of the decision by filing a notice of appeal with the office of the county commission along with the filing fee of one hundred dollars. The notice of appeal shall be placed on the next available commission's agenda. The decision of the commission shall be final.

**8.08.070 Failure to comply--Failure to request hearing.**

— Should the property owner fail to comply with the terms of the notice and order and fail to request a hearing as provided in Section 8.08.050, within the time specified, or fail to prevail at any requested hearing, the county sheriff or such other official as the commissioners may direct, will report to the commissioners the location and owner or owners of all real property which have failed to comply with the notice and order and thereupon the commissioners shall order the removal of all materials as set forth in the notice to abate and to prorate the cost or costs thereof to each parcel of property upon which the work has been, or will be, performed and report the same to the commissioners.

**~~8.08.080 Written demand for costs.~~**

~~—Upon receipt of the report showing the property to be charged, and the owner or owners thereof, the county commissioners shall make written demand upon the legal owner or owners of record as shown in the office of the county assessor at the post office address of such owner or owners as recorded in the assessor's office, for the payment of the costs of removing the material.~~

**~~8.08.090 Lien--Filing.~~**

~~—After the expiration of thirty days from the demand referred to in Section 8.08.080 of this chapter, the cost or costs of removal as therein provided shall become a lien against the property, and the commissioners shall cause to be filed a lien specifically describing the property, naming the owner(s) or reputed owner(s) thereof, setting out the amount expended, including costs of preparing the lien and filing the same in the county recorder's office and shall, in addition, certify to the county treasurer the amount of the same segregated to the parcel of land of each owner, requesting the county treasurer to collect the same as and when taxes on the real property are collected.~~

**~~8.08.100 Lien--Removal.~~**

~~—When the property owner pays the amount of the cost of removal plus the costs of preparing the filing of the lien, then in that event the commissioners shall cause to be recorded with the county recorder's office a satisfaction of lien and shall, in addition, notify the county treasurer of the satisfaction and removal of the claim.~~

**~~8.08.110 Violation--Liability.~~**

~~—Any person who violates any provision of this chapter is liable to the county for any expense, loss or damage occasioned the county by reason of such violation.~~

**~~8.08.120 Violation--Remedies not exclusive.~~**

~~—Nothing in this chapter shall be construed to limit or prohibit the prosecution of the owner(s), or others, for a violation hereof by criminal complaint.~~

**~~8.08.130 Civil action by county.~~**

~~—As an alternative to the abatement of nuisances in the manner provided in this chapter, the district attorney is authorized, pursuant to NRS 244.360(6) to bring all necessary civil actions on behalf of the county to enjoin, abate or restrain the violation of the within ordinance and to seek damages for the cost of abatement of nuisances and the recovery of expenses and costs of suit arising out of such action(s), as provided in NRS 244.360.~~

**~~8.08.140 050 Violation--Penalty.~~**

~~Any person who violates the provisions of this chapter shall be deemed is guilty of a misdemeanor and upon conviction thereof shall be subject to a fine not to exceed one thousand dollars, or by imprisonment in the county jail for a term not to exceed six months, or by both fine and imprisonment.~~



**SECTION IV:** Title 13 is amended as follows:

**13.76.030 Compliance required generally.**

~~The ordinance codified in this division shall be effective upon the date of adoption and thereafter, the further~~ The maintenance or use of cesspools or other local means of sewage disposal ~~within the service area~~ constitutes a public nuisance, and it ~~shall be~~ *is* unlawful for any person to connect to, construct, install or provide, maintain, and use any other means of sewage disposal from any dwelling place inside the service area except by connection to the public sewer in the manner set forth in this division, provided the dwelling to be connected is within two hundred feet of an existing public sewer. (Ord. 79 § 112, 1980)

**13.88.020 Prohibited discharges--Designated.**

~~No person shall~~ *A person may not* discharge or cause to be discharged any of the following described waters or wastes to any public sewer:

- A. Any gasoline, benzene, naphtha, fuel oil, other flammable or explosive liquid, solid or gas;
- B. Any water or waste containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either single or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant, including but not limited to cyanides in excess of two milligrams as CN in the wastes as discharged to the public sewer;
- C. Any water or wastes having a pH lower than six or higher than nine, or having other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works;
- D. Solid or viscous substances in quantities of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, asphalts, plastics, wood, unground garbage, whole blood, paunch manure, hair, fleshings, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders;
- E. Any waters or wastes containing iron, chromium, copper, zinc, heavy metals, and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage of the sewage treatment works exceeds the limits established by the engineer for such materials;
- F. Any liquid or vapor having a temperature higher than one hundred fifty degrees Fahrenheit;
- G. Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred milligrams per liter or containing substances which may solidify or become viscous at temperatures between thirty-two and one hundred fifty degrees Fahrenheit;
- H. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths horsepower or greater shall be subject to the review and approval of the board;
- I. Any water or waste containing phenols or other taste-producing or odor-producing substances, in such concentrations exceeding limits which may be established by the engineer as necessary, after treatment of the composite sewage, to meet the requirements of the state, federal, or other public agencies having jurisdiction for such discharge to the receiving waters;
- J. Any radioactive wastes or isotopes of such half life or concentration as may exceed limits

established by the engineer in compliance with applicable state or federal regulations;

K. Materials ~~which~~ *that* exert or cause:

1. Unusual concentrations of inert suspended solids (such as, but not limited to Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to sodium chloride and sodium sulfate),

2. Excessive discoloration (such as, but not limited to dye wastes and vegetable tanning solutions,

3. Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works,

4. Unusual volume of flow or concentration of wastes constituting "slugs";

L. Water or waste containing substances which are not amenable to treatment or reduction by the sewage treatment process employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters. (Ord. 79 § 702, 1980)

### **13.88.030 Prohibited discharges--Control measures.**

A. If any waters or wastes are discharged or wasted or are proposed to be discharged or wasted, to the public sewers, which waters contain the substances or possess the characteristics enumerated in §section 13.88.020 of this chapter, and which in the judgment of the engineer, may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters, or which otherwise create a hazard to life of ~~r~~ constitute a public nuisance, the engineer may:

1. Reject the wastes;

2. Require pretreatment to an acceptable condition for discharge to the public sewers;

3. Require control over the quantities and rates of discharge;

4. Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of §section 13.108.010 of this division.

B. If the engineer permits the pretreatment or equalization of waste flows, the design and installation of the plant and equipment shall be subject to the review and approval of the engineer, and subject to the requirements of all applicable codes, ordinances and laws.

C. *When the authorized inspector finds a public nuisance or receives a complaint alleging the existence of a nuisance that is a violation of this chapter and confirms the allegations of the complaint, the inspector must follow the procedures in chapter 8.01 to abate the nuisance.* (Ord. 79 § 703, 1980)

### **13.112.010 Nuisance designated.**

*The c*Continued habitation of any building, or continued operation of any industrial facility in violation of the provisions of this ~~code division or any other ordinance, or any rule or regulation~~ of the county is declared to be a public nuisance. *When the authorized inspector finds a public nuisance or receives a complaint alleging the existence of a public nuisance that is a violation of this chapter and confirms the allegations of the complaint, the inspector must follow the procedures in chapter 8.01 to abate the nuisance. The county may cause proceedings to be brought for the abatement of the occupancy of the building or industrial facility during the period of such violation.* (Ord. 79 § 902, 1980)

### **13.112.060 Disconnection of service--Abatement of nuisance.**

During the period of such disconnection, habitation of such ~~the~~ premises by human beings shall constitute ~~is~~ a public nuisance, ~~when the authorized inspector discovers the existence of a public nuisance or receives a complaint alleging the existence of a public nuisance that is a violation of this chapter and confirms the allegations of the complaint, the inspector must follow the procedures in chapter 8.01 to abate the nuisance.~~ whereupon the county shall cause proceedings to be brought for the abatement of occupancy of said premises by human beings during the period of such disconnection. In such event, and as a condition of reconnection, there is to be paid to the county a reasonable attorney's fee and cost of suit rising in said action. (Ord. 79 § 904, 1980)

### **SECTION V: Chapter 15.20 is amended as follows:**

#### **15.20.180 Variance--Conditions.**

A. Generally, variances may be issued for new construction, substantial improvements, and other proposed new development to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the procedures of this article have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

B. Variances may be issued for the repair or rehabilitation of "historic structures" (as defined in Section ~~15.20.040~~) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

C. Variances shall ~~may~~ not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.

D. Variances shall ~~may~~ only be issued upon a determination that the variance is the "minimum necessary" considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a minimum of deviation from the requirements of this chapter. For example, in the case of variances to an elevation requirement, this means the ~~board Storey County commission~~ need not grant permission for the applicant to build at grade, or even to whatever elevation the applicant proposed, but only to that elevation which the ~~board Storey County commission~~ believes will both provide relief and preserve the integrity of the local ordinance.

E. Variances shall ~~may~~ only be issued upon a;

1. Showing of good and sufficient cause;
2. A determination that failure to grant the variance would result in exceptional "hardship" (as defined in Section ~~15.20.040~~) to the applicant;

3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create a nuisance (as defined in Section ~~15.20.040~~; "public safety/ nuisance"), cause fraud or victimization (as defined in Section ~~15.20.040~~) of the public, or conflict with existing local laws or ordinances.

F. Variances may be issued for new construction, substantial improvement, and other proposed new development necessary for the conduct of a functionally dependent use provided that the provisions of Ssections 15.20.170(A) through 15.20.180(E) are satisfied and that the

structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.

G. Upon consideration of all the factors of Section 15.20.380 and the purposes of this chapter, the ~~board Storey County commission~~ may attach such conditions to the granting of, variances as it deems necessary to further the purposes of this chapter. (Ord. 184 (part), 2003)

#### **15.20.290 Declaration of public nuisance.**

Every new structure, building, fill, excavation or development located or maintained within any area of special flood hazard after date of first FIRM in violation of this ordinance is a public nuisance per se. *When the authorized inspector finds a public nuisance or receives a complaint alleging the existence of a public nuisance that is a violation of this chapter and confirms the allegations of the complaint, the inspector may follow the procedures in chapter 8.01 to abate the nuisance unless there is a request for a variance under section 15.20.180 or a request by the inspector for more information under section 15.20.300. and may be abated, prevented or restrained by action of this political subdivision.* (Ord. 184 (part), 2003)

#### **15.20.300 Abatement of violation.**

Within thirty days of discovery of a violation of this chapter, the floodplain administrator shall submit a report to the governing body which shall include all information available to the floodplain administrator which is pertinent to *the* said violation. Within thirty days of receipt of this report, the governing body shall either:

- A. Take any necessary action to effect the abatement of such violation; or
- B. Issue a variance to this ordinance in accordance with the provisions of herein; or
- C. Order the owner of the property upon which the violation exists to provide whatever additional information may be required for their determination. Such information must be provided to the floodplain administrator within thirty days of such order, and he shall submit an amended report to the floodplain board within twenty days. At their next regularly scheduled public meeting, the governing body shall either order the abatement of said violation or they shall grant a variance in accordance with the provisions of herein.
- D. Submit to the administrator of Federal Insurance Administration a declaration for denial of insurance, stating that the property is in violation of a cited statute or local law, regulation or ordinance, pursuant to Section 1316 of the National Flood Insurance Act of 1968 as amended. (Ord. 184 (part), 2003)

### **SECTION VI:** Title 17 is amended as follows:

#### **17.03.040 Enforcement.**

It is unlawful for any person, firm or corporation, whether as a principal, agent, employee, or otherwise, to construct, build, convert, alter, erect maintain a building, structure or any use of property, equipment, or operation in violation of a provision of this title. Any violation of this title is a public nuisance and a misdemeanor offense ~~punishable by a fine of not more than one thousand dollars, or by imprisonment in the county jail for a period of not more than six months, or by both fine or imprisonment.~~ The following procedures apply to enforce the provisions of

this title:

A. If a violation of this title occurs, *the authorized inspector must follow the procedures in chapter 8.01 to abate the nuisance* ~~the director may deliver to the party in violation an order to comply with the provision of this title in a time period up to thirty days from the issuance of the order to comply at the director's discretion.~~

B. The director may also refer notice of the violation to the district attorney who may commence an action to abate, remove and enjoin the violation as a public nuisance or a criminal action in the manner provided by law. A party is guilty of a separate offense for each and every day the violation of this title, or the failure to comply with any order, is committed or otherwise maintained.

C. The conviction and punishment of any person under this section will not relieve the person from the responsibilities of correcting the nuisance. (Ord. No. 12-244, § I, 12-4-2012)

#### **17.03.045 Abatement of public nuisances.**

~~— A. Upon receipt of a complaint alleging a public nuisance violation of this chapter, the director must determine the validity of the complaint. If the director determines the complaint to be valid, the director must personally deliver to the property owner, or send to the property owner by certified mail, return receipt requested, notice of the violation and notice to abate. The notice of violation and notice to abate must inform the owner of the following:~~

~~—— 1. Nature of the violation.~~

~~—— 2. The date the owner must abate the condition. If the public nuisance is not an immediate danger to public health, safety, or welfare or was caused by the criminal activity of another person, the owner has a minimum of thirty days to abate the public nuisance.~~

~~—— 3. That the owner has a right to request a hearing before the director.~~

~~—— 4. That should the owner not prevail at the hearing, the owner may appeal to the commission upon filing a notice of appeal with the commission and payment of a filing fee.~~

~~— B. A property owner who desires a hearing to challenge the violations set forth in the notice of violation must notify the director in writing prior to the date indicated on the notice to abate. The property owner will be afforded an opportunity to appear before the director and, if not satisfied with the results of the hearing, may request an appeal of the decision by filing a notice of administrative appeal with the office of the board along with the filing fee. The notice of appeal must be placed on the next available board's agenda. The board's decision is final.~~

~~— C. Should the property owner fail to comply with the terms of the notice to abate, fail to request a hearing within the time specified, fail to prevail at any requested hearing, or fail to file an appeal in the time specified, the county may abate the nuisance on the property and may recover the amount expended by the county for labor and materials used to abate the public nuisance. The expense and any civil penalties are a special assessment against the property where the nuisance is located and this special assessment may be collected as allowed by law.~~

~~— D. The board may by resolution set civil penalties to be imposed for a public nuisance violation. (Ord. No. 12-244, § I, 12-4-2012)~~

#### **17.84.180 Nuisance Declared.**

All signs not in compliance with the provisions of this chapter are declared to be nuisances and detrimental to the health, safety, economics, and general welfare of the people of this county

and may be abated under the provisions of *chapter 8.01* ~~Section 17.03.045~~. (Ord. No. 12-244, § I, 12-4-2012)

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 \_\_\_\_\_, 2015.

## Vanessa Stephens

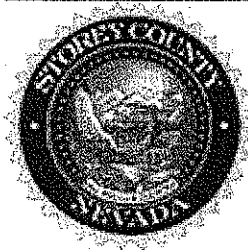
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**From:** Pat Whitten  
**Sent:** Friday, March 04, 2016 10:18 AM  
**To:** Vanessa Stephens  
**Cc:** Anne Langer; fourmorr@charter.net  
**Subject:** FW: Draft Minutes 2/2/16

Vanessa,

At our March 1<sup>st</sup> Commission meeting, Mark Phillips commented that his public record comments rendered at our February 2 meeting regarding the nuisance ordinance were not available. This is due to delays in getting the draft minutes of Feb 2 finished for approval by the Board. I commented that I would provide an excerpt of his comments from the Feb 2 draft as it currently stands into the record on the March 1<sup>st</sup> meeting as well as in the agenda packet for the next meeting this matter is scheduled to be heard, which I believe is March 15, 2016. Those comments follow below. With the clear understanding that the February 2<sup>nd</sup> minutes still have not been approved by the Commission, please include this email into the records of both meetings as I have outlined above. Many thanks...

Pat



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**Pat Whitten**  
County Manager  
Storey County

(775) 847-0968 (Office)  
(775) 721-7001 (Cell)  
[PWhitten@StoreyCounty.org](mailto:PWhitten@StoreyCounty.org)

Storey County is an equal opportunity provider and employer.

---

**From:** Kris Wilkison  
**Sent:** Friday, March 04, 2016 9:51 AM  
**To:** Pat Whitten  
**Subject:** Draft Minutes 2/2/16

Pat:

Here are the comments of Mark Phillips from the draft minutes of February 2, 2016

**Mark Joseph Phillips, Virginia City Resident:** The ordinance should be more specific as to who can red-tag a property or threaten a property owner with a lien or criminal penalty. This should be an appointed public officer with oath and appointment on record to enable a person to verify the authority. The Public Works Director, or his designee, is suggested as the inspector in the new ordinance. There should be public record of the 30 days for appeal. Maybe an agenda item that the "clock has started ticking". And 30 days later, an acknowledgment that the nuisance has been remedied. Recently a property was red-tagged with no opportunity for appeal.

Mr. Whitten: It should be noted the property mentioned was red-tagged as a safety hazard not as a public nuisance.



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 3/15/16

Estimate of time required: 0 - 5

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

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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

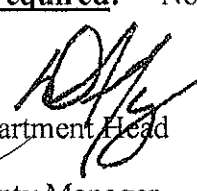
Funds Available:

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  
☐ Denied

☐ Approved with Modifications  
☐ Continued

Agenda Item No. 15



# 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

**March 7, 2016**  
Via email

Please add the following item(s) to the **March 15, 2016**, 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. DESERT VALLEY DENTAL OF TRI, INC. – General / 420 USA Parkway TRI**
- B. WESTERN PARTITIONS, INC. – Contractor / 8300 SW Hunziker Road ~ Tigard, OR (contractor)**
- C. ROLLING PLAINS CONSTRUCTION, INC. – Contractor / 12331 North Peoria St. ~ Henderson, CO (fireproofing contractor)**
- D. HELIX ELECTRIC OF NEVADA, LLC – Contractor / 3078 East Sunset Road ~ Las Vegas (elect cont.)**
- E. MEDIC ELECTRIC, LLC – Contractor / PO Box 612 ~ Sparks (residential contractor)**
- F. ERGOMAT, INC. – Contractor / 7469 Industrial Pkwy ~ Avon Lake, OH (installation of fatigue matting)**
- G. MARTIN HARRIS CONSTRUCTION, LLC – Contractor / 3030 South Highland ~ Las Vegas (contractor)**
- H. BORGES ARCHITECTURAL GROUP – Contractor / 1478 Stone Point Dr ~ Roseville, CA (architectural)**
- I. COLOG, INC. – Contractor / 810 Quail Street ~ Lakewood, CO (geophysical/hydrophysical services)**
- J. ITEM WEST, LLC – Contractor / 9725 South 500 West ~ Sandy, UT (manufacturing solutions)**
- K. EDAX, INC. – Contractor / 91 McKee Drive ~ Mahwah, NJ (equipment manufacturing)**
- L. FRIENDLY PLUMBING, INC. – Contractor / 1744 C Street ~ Sparks (plumbing contractor)**
- M. APOLLO SHEET METAL, INC. – Contractor / 1207 West Columbia ~ Kennewick, WA (mech. Cont.)**
- N. FUTURE ELECTRONICS, CORP., -- Contractor / 237 Hymus Blvd ~ Pointe-Claire CANADA (electronics distributor/installer)**
- O. ICG CONSTRUCTION, LLC – Contractor / 500 Ryland ~ Reno (concrete contractor)**
- P. GEOTEMPS, INC. – General / 970 Caughlin Xing ~ Reno (Staffing solutions)**

**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  
Commissioners' Office  
Assessor's Office



## Storey County Board of County Commissioners Agenda Action Report

**Meeting date:** 03/15/16

**Estimate of time required:** 90 min.

**Agenda:** Consent ☐ Regular agenda ☐ Public hearing required ☐ (x Closed Session)

1. **Title:** Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Employees Association/AFSCME 4041 Comstock Chapter. This meeting will commence promptly following the regularly scheduled public meeting of the Board of County Commissioners.

2. **Recommended motion:** No action

3. **Prepared by:** Austin Osborne

**Department:** Human Resources

**Telephone:** 775.847.0968

4. **Staff summary:** Pursuant to NRS 288 and Article 54 of the Bargaining Agreement between the Employer and the Union, the existing 2013-2016 Agreement is proposed by management to the Board of Commissioners be modified as tentatively agreed between the parties.

5. **Supporting materials:** To be provided in closed-session.

6. **Fiscal impact:**

Funds Available: n/a Fund: \_\_\_\_\_ Comptroller

7. **Legal review required:**

\_\_\_\_\_ District Attorney

8. **Reviewed by:**

\_\_\_@\_\_\_ Department Head

Department Name: Commissioner's Office

\_\_\_ County Manager

Other agency review: \_\_\_\_\_

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued