

Summary - An ordinance amending an ordinance authorizing the issuance by the Unincorporated Town of Tonopah, Nevada of its Water Revenue Bonds, Series 2003, in the principal amount of \$498,232 and providing other matters relating thereto.

ORDINANCE NO. 2003-02

AN ORDINANCE AMENDING AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE UNINCORPORATED TOWN OF TONOPAH, NEVADA, WATER REVENUE BOND, SERIES 2003 IN THE PRINCIPAL AMOUNT OF \$498,232 TO PAY IN PART THE COST OF A WATER PROJECT; PROVIDING FOR ADOPTION AS IF AN EMERGENCY EXISTS.

WHEREAS, the Unincorporated Town of Tonopah, Nevada (the "Town" and the "State," respectively) is a Town organized and operating under the laws of the State of Nevada (the "State"); and

WHEREAS, pursuant to NRS 269.400 through 269.470, inclusive (the "Project Act") and NRS Sections 350.350 through 350.490, NRS (the "Water Act"), cited in NRS Section 350.350 as the Water and Sewer Revenue Bond Law, the Town Board (the "Board") is authorized to provide for the purchase, construction, repair, maintenance and preservation of water systems for the Town and the purchase of sites therefor (the "Project"); and

WHEREAS, pursuant to the Project Act and the Water Act, the Board is authorized and empowered to issue the Town's water revenue bond to defray the cost of the Project, in the manner and on the conditions provided in the Project Act and the Water Act; and

WHEREAS, the Board adopted an ordinance on May 28, 2003 (the "May 28 Ordinance") authorizing the issuance of the "Unincorporated Town of Tonopah, Nevada, Water Revenue Bond, Series 2003" (the "Bond") in the aggregate principal amount of \$498,232 payable solely from the net revenues of the water system as so improved and extended pursuant to the Project Act, the Water Act and the Local Government Securities Law cited as NRS 350.500 to 350.720, inclusive (the "Bond Act"), and all laws thereunto enabling; and

WHEREAS, the Board desires to amend certain provisions of the May 28 Ordinance by adoption of this ordinance (the May 28 Ordinance together with this ordinance shall be referred to herein as the "Amended Ordinance"); and

WHEREAS, the Board has determined and does hereby declare that each of the limitations and other conditions to the issuance of the Bond in the Project Act, the Bond Act, the Supplemental Bond Act, and in any other relevant act of the State or the Federal Government has been met; and pursuant to § 350.708, Bond Act, this determination of the Board that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion; and

WHEREAS, the Board has determined and does hereby declare:

- (a) This ordinance pertains to the sale, issuance and payment of the Bond;
- (b) Such declaration shall be conclusive in the absence of fraud or gross abuse of discretion in accordance with the provisions of subsection 2, § 350.579, Bond Act; and

WHEREAS, the Board has determined and does hereby declare:

- b. This ordinance pertains to the sale, issuance and payment of the Bond;
- c. Such declaration shall be conclusive in the absence of fraud or gross abuse of discretion in accordance with the provisions of Section 350.579, Bond Act; and
- d. This ordinance may accordingly be adopted as if an emergency exists and may become effective at any time when an emergency ordinance of the Town may go into effect.

NOW, THEREFORE, THE TOWN BOARD OF THE UNINCORPORATED TOWN OF TONOPAH, NEVADA DOES ORDAIN:

Section 1. This ordinance shall be known and may be cited as the "2003 Water Revenue Bond Amendment Ordinance" (herein the "Ordinance").

Section 2. Definitions. The terms used in this Ordinance shall have the meanings ascribed thereto in the May 28 Ordinance unless otherwise defined in this Ordinance.

Section 3. The Board desires to amend and restate Section 14 of the May 28 Ordinance to provide in full as follows:

"Section 14. Bond Details. The Bond shall be issued in fully registered form, i.e., registered as to both principal and interest, in compliance with § 149 of the Tax

Code, and the regulations of the Secretary of the Treasury thereunder. The Bond shall be dated initially as of the date of delivery thereof to the RD, and shall be issued as a single bond in the principal amount of \$498,232. The Town's indebtedness as represented by the Bond shall be \$498,232. The Bond shall bear interest at the Interest Rate on the unpaid balance of the total principal amount of \$498,232 until the principal thereof is paid in full. The installments of principal of the Bond shall bear interest at the Interest Rate based on a 365-day year as set forth below from the date of the Bond until payment of such installment of principal shall have been discharged. The first interest payment shall be made by the Town on **September 5** ~~July 25~~, 2003 and on the 25th day of each month thereafter. The first amortized principal payment shall be made by the Town on **September 5** ~~July 25~~, 2003 and on the 25th day of each month thereafter for a period of 40 years from the date of delivery of the Bond. The interest and principal of the Bond shall be fully amortized so as to produce substantially equal monthly payments (of principal and interest) from payment date to payment date and which shall be in an amount sufficient to fully pay the total principal of and interest on the Bond within 40 years of the date of issuance of the Bond and as set forth in the amortization schedule attached to the Bond and made a part thereof. The amount of the first amortized payment after the date of delivery of the Bond may be different than other payments to take into account a delivery date that is other than the first day of the month. Except as otherwise provided herein, every payment on the Bond shall be applied first to interest computed to the date of payment and then to principal.

The Interest Rate submitted by the RD, in accordance with their regulations, as of the date of loan approval, was 4.5%, which may or may not be the lower rate charged by the RD at the time of loan closing. Should the Interest Rate at the time of the loan closing be lower than the rate of 4.5% in effect at the time of the loan approval, the Board directs the Town Treasurer or designee to make a written request to the RD for the lower rate, and the Board hereby authorizes the Chairman and the Town Treasurer to execute the Bond providing for the lower Interest Rate. If any

installment of principal is not paid when due, then in addition to installments thereafter becoming due, the Town shall pay interest on the unpaid balance of the total principal amount from the due date of the delinquent installment to the date of payment of the delinquent installment, provided, that interest accruing by reason of any such delinquency shall not include any interest applicable to such delinquency period in any installment subsequently paid, and shall in no event cause the total interest payable on the Bond to exceed 4.5% per annum or such lower rate of interest as set forth in the Bond, on the unpaid balance of the total principal amount. The final installment on the Bond shall be payable in lawful money of the United States of America without deduction for exchange or collection charges at the office of the Treasurer of the Town, located in Tonopah, Nevada. The final installment of principal and interest due on the Bond is payable only upon surrender of the Bond to the Town. If, upon presentation at or after maturity, payment of the Bond is not made as herein provided, interest thereon shall continue at the same rate per annum until the principal thereof is paid in full.

So long as the United States is the Registered Owner of the Bond, payment of installments of principal and interest shall be made at the appropriate United States office, currently designated as 1390 S. Curry St., Carson City, Nevada 89703, or at such other address as the United States may designate in writing. During the time any registered assign is the Registered Owner of the Bond, payment shall be made at the address shown on the registration record kept by the Treasurer of the Town, located in Tonopah, Nevada, being both the registrar (the "Registrar") and paying agent (the "Paying Agent") for the Bond. The Bond must be registered by any Registered Owner, and may be assigned in the manner and with the effect set forth in the provisions for registration contained in the form of bond hereinafter set forth, and as herein further provided. The principal and interest of the single registered Bond shall be payable only to, or upon the order of, the Registered Owner or his legal representative. Upon issuance to the United States, the Bond shall be registered in the name of the "United States of America".

The Town hereby reserves the right, at its option, to prepay the principal amount outstanding, in whole, or in the manner hereinafter provided, in part, at any time, in inverse order of maturity. Prepayments shall be made on the date, at the place, and in the manner provided herein for making regularly scheduled installments, and partial prepayments shall be in the amount of that portion of one or more installments which would be allocable to principal. No prepayment of an installment shall extend or postpone the due date of any subsequent installment. Any prepayments shall be in the amount of principal being prepaid, together with accrued interest thereon to the date of prepayment, and shall be made without penalty or without additional interest charges. "

Section 4. The Board desires to amend and restate Section 22 of the May 28 Ordinance to provide in full as follows:

Section 22. Form of Single Bond. Subject to the provisions of this Ordinance, the Bond, the registration panel, and the form of assignment therefor, shall be in substantially the following form:

(Form of Bond)

UNINCORPORATED TOWN OF TONOPAH, NEVADA
WATER REVENUE BOND, SERIES 2003

NO. R-1

Principal Amount: \$498,232

Dated: _____, 2003

THE UNINCORPORATED TOWN OF TONOPAH, NEVADA (the "Town"), solely from the special funds provided therefor, hereby acknowledges itself obligated, and for value received, hereby promises to pay to the UNITED STATES OF AMERICA (the "United States"), the principal amount above stated together with interest on the unpaid balance at the rate of _____ percent (____%) per annum (the "Interest Rate"). Interest accrual shall be calculated based on a 365 day year. The first interest payment shall be made by the Town on **September 5** ~~July 25~~, 2003 and on the 25th day of each month thereafter until maturity or prior redemption. The first amortized principal payment shall be made by the Town on **September 5** ~~July 25~~, 2003 and on the 25th day of each month thereafter and ending within 40 consecutive years of the date hereof until the total principal amount with interest thereon as aforesaid has been fully paid. The Town shall pay amortized installments in an amount which shall be sufficient to fully pay the total principal amount plus interest thereon within forty (40) years from the date of this bond in the amounts set forth on Exhibit A attached hereto and made a part hereof.

If any installment is not paid when due, then in addition to installments thereafter becoming due, the Town shall pay interest on the unpaid balance of the total principal amount from the due date of the delinquent installment to the date of payment of the delinquent installment, provided, that interest accruing by reason of any such delinquency shall not include any interest applicable to such delinquency period in any installments subsequently paid and shall in no event cause the total interest payable on this bond to exceed Interest Rate per annum set forth above on the unpaid balance of the total principal amount. Except as otherwise provided herein, every payment on this bond shall be applied first to interest due through the next installment due date and then the balance to principal.

The monthly installments of principal and monthly installments of interest are payable in lawful money of the United States of America, without deduction for exchange or collection charges, during the period the United States of America is the registered owner of this single bond, at the appropriate United States Department of Agriculture, Rural Development office, currently designated as 1390 S. Curry St., Carson City, Nevada 89703, or at such other place as the United States may designate in writing, and are so payable during any period the United States is not the registered owner hereof at the address shown on the registration records of the Town. The final installment of principal due on this bond is payable only upon the surrender of this bond to the Town.

All installments of principal are subject to prepayment at the option of the Town prior to their stated due dates and, in inverse order of maturity, by the payment of such principal amount and accrued interest to the prepayment date. Prepayments shall be made on the date, at the place and in the manner provided herein for making regularly scheduled installment payments and partial prepayments shall be in the amount of that portion of one or more of the final installments allocable to principal. No partial prepayment shall extend or postpone the due date of any subsequent installment. Any prepayment shall be in the amount of principal being prepaid, together with accrued interest thereon to the date of prepayment, and shall be made without penalty or additional interest or charges. Prepayment shall be made upon prior notice as provided in the 2003 Water Revenue Bond Ordinance authorizing this bond and adopted on May 28, 2003, **as amended on July 9, 2003 (as amended, the "Ordinance")**.

This single bond is duly authorized to defray in part the cost of the purchase, construction, repair, maintenance and preservation of water systems for the Town and the purchase of sites therefor (the "Project"), under the authority of and in full conformity with the constitution and laws of the State of Nevada, and in particular the Bond Act (hereinafter defined) and the provisions of Nevada Revised Statutes ("NRS") 269.400 to 26.470, inclusive and all laws amendatory thereof (the "Project Act"), NRS §§350.350 through 350.490, inclusive (the "Water Act"), and pursuant to the Ordinance.

This bond does not constitute a debt or indebtedness of the Town within the meaning of any constitutional or statutory limitation and shall not be considered or held to be a general obligation of the Town. The Town does not pledge its full faith and credit for the payment of this bond. Pursuant to the Project Act and the Water Act, as supplemented by Sections 350.500 through 350.720, Nevada Revised Statutes, and all laws amendatory thereof (the "Bond Act"), and all laws thereunto enabling, this bond is a special obligation of the Town payable and collectible solely out of and secured by an irrevocable pledge of certain net income derived from the operation of the Town's municipal water system (the "System"). The owner hereof may not look to any general or other fund for the payment of the principal of or interest on this bond except the special funds pledged therefor. This bond is issued pursuant to the Project Act, the Water Act and to the Bond Act. Pursuant to Section 350.628 of the Bond Act, this recital is conclusive evidence of the validity of this bond and the regularity of its issuance.

Payment of principal and interest on this bond shall be made solely from, and as security for such payment there are pledged, pursuant to the Ordinance, two special funds identified as the "2003 Water Revenue Bond Fund," and the "2003 Water Revenue Bond Reserve Fund," into which the Town covenants to pay from the revenues of the system, after provision only for all necessary and reasonable operation and maintenance expenses, sums sufficient to pay the principal and the interest of this bond and to create and maintain a reasonable and specified reserve. For a description of said funds and the nature and extent of the security afforded thereby, reference is made to the Ordinance. This bond is secured by and constitutes an irrevocable and prior lien (but not necessarily an exclusive lien) upon the net revenues of the System. Subject to designated conditions, additional bonds may be issued payable from said net revenues and having a lien thereon inferior and

junior to the lien, or subject to additional conditions having a lien thereon on a parity with the lien of this bond, in accordance with the Ordinance.

The Town covenants and agrees with the owner hereof that it will keep and perform all the covenants of the Ordinance, including its covenant against the sale or mortgage of the System or any part thereof unless provision has been made for the payment of this bond and its covenant that it will fix, maintain and collect rates sufficient to pay operating and maintenance expenses and 100% of both the principal of and the interest on this bond and any other obligations payable annually from the net revenues of the System (including reserves).

This bond shall be registered for payment in the name of the registered owner hereof only as to both principal and interest in the records of the Town in the office of the Treasurer of the Town, as Registrar, and in the panel appended to this single bond. This bond is transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at the office of such County Treasurer, ex officio Town Treasurer. No transfer of this bond shall be valid until it has been duly entered in such records and duly noted on the registration panel appended to this bond.

It is further certified, recited, and warranted that all the requirements of law have been fully complied with by the proper Town officers in the issuance of this bond.

No recourse shall be had for the payment of the principal of or the interest on this bond or for any claim based thereon or otherwise upon the Ordinance or other instrument pertaining thereto, against any individual member of the Town or any officer or other agent of the Town, past, present or future, either directly or indirectly through the Town Board or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this single bond and as a part of the consideration of its issuance specially waived and released.

IN WITNESS WHEREOF, the Town Board of the Unincorporated Town of Tonopah, Nevada, has caused this bond to be signed and executed in its name and on its behalf with the manual or facsimile signature of the Chairman, countersigned by the manual or facsimile signature of the County Treasurer, ex officio Town Treasurer, attested by the manual or facsimile signature of the Town Clerk with the manual or facsimile seal of the Town affixed hereto, all as of the date of the delivery hereof.

THE UNINCORPORATED TOWN OF
TONOPAH, NEVADA

Chairman

(SEAL)

Attest:

Countersigned:

Town Clerk

County Treasurer, ex officio Town Treasurer

(End of Form of Bond)

(Form of Prepayment Panel)

The following installments of principal (or portions thereof) of this Bond have been prepaid by the Unincorporated Town of Tonopah, Nevada, in accordance with the terms of the Ordinance authorizing the issuance of this Bond:

<u>Date of Payment</u>	<u>Amount Prepaid</u>	<u>Signature of Registered Owner</u>
_____	\$ _____	_____
_____	_____	_____
_____	_____	_____

(End of Prepayment Panel)

MANDATORY REGISTRATION FOR PAYMENT AS TO PRINCIPAL AND INTEREST

The within bond is registered in the office of the Treasurer of the Town, as Registrar, in the name of the last owner listed below; and the principal amount of the bond and interest thereon shall be payable only to such owner, all in accordance with the 2003 Water Revenue Bond Ordinance authorizing the bond's issuance.

<u>Date of Registration</u>	<u>Name of Owner</u>	<u>Address of Owner</u>	<u>Signature of Registrar</u>
_____, 2003	United States of America	Rural Development 1390 S. Curry St. Carson City, NV 89703	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(End of Form of Registration Panel)

(Form of Assignment Panel Appended to Bond)

Provision for Assignment

For value received, the undersigned hereby assigns and transfers unto _____
the within Single Registered Water Revenue Bond No. R-1, together with accrued interest thereon,
and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer said
bond on the registration records of the Unincorporated Town of Tonopah at the office of the Town
Treasurer, a Registrar with full power of substitution in the premises.

Dated _____, 20__

In the presence of:
Signature Guaranteed
By

NOTICE: The Signature to this assignment must correspond with the name as it appears upon the
Registration Panel of the within Bond in every particular, without any alteration whatsoever.

Name of Transferee: _____

Address of Transferee: _____

Taxpayer Identification number or

Social Security Number(s): _____

(End of Form of Assignment Panel Appended to Bond)

Exhibit A

(Attach Amortization Schedule)

Section 5. Delegated Powers. The officers of the Town be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation, the execution of such certificates and forms as may be reasonably required by the United States, relating, inter alia, to the signing of the Bond, the tenure and identity of the officials of the Board and of the Town, the delivery of the Bond and the receipt of the Bond purchase price, and, if it is in accordance with fact, the absence of litigation, pending or threatened, affecting the validity thereof, and the absence and existence of factors affecting the exemption of interest on the Bond from federal income taxation, the assembly and dissemination of financial and other information concerning the Town, the Bond, and the sale and issuance of the Bond pursuant to the provisions of this Ordinance with the Interest Rate applicable thereto and to any instrument supplemental thereto.

Section 6. Prior Contracts. If any provision herein is inconsistent with any provision in any existing contract pertaining to the Town so as to affect prejudicially and materially the rights and privileges thereunder, so long as such contract shall remain viable and in effect such provision therein shall control such inconsistent provision herein and the latter provision shall be subject and subordinate to such provision in such existing contract.

Section 7. Police Power. Nothing in this Ordinance prohibits or otherwise limits or inhibits the reasonable exercise in the future by the State and its governmental bodies of the police powers and powers of taxation inherent in the sovereignty of the State or the exercise by the United States of the powers delegated to it by the Federal Constitution. The Town cannot contract away such powers nor limit or inhibit by contract the proper exercise thereof, and this Ordinance does not purport to do so.

Section 8. Ordinance Irrepealable. After the Bond is issued, this Ordinance shall constitute an irrevocable contract between the Town and the owner of the Bond and this Ordinance, if the Bond is in fact issued, shall be and shall remain irrepealable until the Bond, as to all Bond Requirements, shall be fully paid, canceled and discharged as herein provided.

Section 9. Implied Repealer. All ordinances, resolutions, bylaws and orders, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This

repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part hereof, heretofore repealed.

Section 10. Emergency. The Board has expressed in the preambles of this Ordinance that it pertains to the sale, issuance and payment of the Bond, that this Ordinance may accordingly be adopted as if an emergency now exists, and may become effective at any time when an emergency ordinance of the Town may go into effect. Consequently, pursuant to NRS Section 350.579 final action shall be taken immediately, and this Ordinance shall be in effect from and after its publication by title as herein provided. The Board has expressed in the preambles to this Ordinance that it pertains to the sale, issuance, or payment of a water revenue interim debenture, and that this instrument may accordingly be adopted as if an emergency now exists. This Ordinance shall become effective after its publication at least twice by its title only, together with the names of the members of the Board voting for or against its passage and a statement that typewritten copies of this Ordinance are available for inspection by interested parties at the office of the Town Clerk, such publication to be made in a newspaper or newspapers of general circulation in the Town at least once a week for a period of two weeks, and such publication to be in substantially the following form:

Section 47. Severability. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Proposed on July 9, 2003.

Proposed by Cindy Kaminski.

Passed on July 9, 2003.

Those Voting Aye:

Michael Truesdell

Cindy Kaminski

Paul Campos

Terry Rivero

Those Voting Nay:

Absent:

Tony Philips



Chairman

Town Board of the Unincorporated Town of
Tonopah, Nevada

Attest:



Town Clerk

This Ordinance shall be in full force and effect from and after the 25th day of the month of July of the year 2003 i.e., the day after the second publication of such Ordinance by title only.

(Form of Publication)

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING AN ORDINANCE
AUTHORIZING THE ISSUANCE OF THE
UNINCORPORATED TOWN OF TONOPAH, NEVADA,
WATER REVENUE BOND, SERIES 2003 IN THE PRINCIPAL
AMOUNT OF \$498,232 TO PAY IN PART THE COST OF A
WATER PROJECT; PROVIDING FOR ADOPTION AS IF AN
EMERGENCY EXISTS.**

PUBLIC NOTICE IS HEREBY GIVEN that typewritten copies of the above-numbered and entitled Ordinance are available for public inspection and distribution at the office of the Town Clerk of the Unincorporated Town of Tonopah, Nevada, at the office of the Town Clerk in Tonopah, Nevada and that such Ordinance was passed and adopted at a regular meeting of the Town Board on July 9, 2003 by the following vote of the Town Board:

Those Voting Aye:

[Michael Truesdell
Cindy Kaminski
Paul Campos
Terry Rivero
Tony Philips]

Those Absent:

Those Voting Nay:

IN WITNESS WHEREOF, the Town Board of the Unincorporated Town of Tonopah, Nevada has caused this Ordinance to be published by title only.

DATED this July 9, 2003.

/s/ Michael Truesdell
Chairman
Town Board of the Unincorporated Town of
Tonopah, Nevada

Attest:

/s/ Paul Campos
Town Clerk

(End of Form of Publication)

STATE OF NEVADA) SS.
UNINCORPORATED TOWN OF)
TONOPAH)

I, Paul Campos, am the qualified and elected Town Clerk of the Unincorporated Town of Tonopah, Nevada (the "Town"), and in the performance of my duties as Clerk do hereby certify:

1. The foregoing pages are a true, correct and compared copy of a ordinance adopted by Town Board (the "Board") of the Town at a meeting held on July 9, 2003. The original of the ordinance has been approved and authenticated by the signatures of the Chairman of the Board and myself as Town Clerk and sealed with the seal of the Town, and has been recorded in the records of the Board kept for that purpose in my office.

2. The proceedings were duly had and taken as therein shown. The member of the Board indicated in the ordinance were present at said meeting and voted on the ordinance as set forth therein.

3. All members of the Board were given due and proper notice of such meeting.

4. Public notice of such meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS § 241.020. A copy of the notice of meeting and excerpts from the agenda for the meeting relating to the ordinance, as posted by 9:00 a.m. at least 3 working days in advance of the meeting at:

- (i) U.S Post Office 201 Main Street, Tonopah, NV. 89049
- (ii) Tonopah Convention Center, 301 Brougner St., Tonopah, NV. 89049
- (iii) Tonopah Town Office, 102 Burro Avenue, Tonopah, NV. 89049
- (iv) Nye County Courthouse, Radar Road, Tonopah, NV. 89049

is attached as Exhibit "A".

5. Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was delivered to each member of the Board and to each person, if any, who has requested notice of meetings of the Board in the same manner in which notice is required to be mailed to a member of the Board.

IN WITNESS WHEREOF, I have hereunto set my hand this July 9, 2003.

(SEAL)


Town Clerk

EXHIBIT A

(Attach Copy of Notice of Meeting)

**TONOPAH TOWN BOARD
MEETING AGENDA**

JULY 9, 2003

**TONOPAH CONVENTION CENTER
301 Brougner Avenue, Tonopah, NV 89049
7:00P.M.**

Michael Truesdell, Chairman
Cindy Kaminski, Vice Chairman
Paul Campos, Clerk

Terry Rivero, Member
Tony Philips, Member

NOTE: All times are approximate except for bid openings, public hearings, and any other items agendized at a specific time. Action may be taken on all items except where otherwise indicated. Items not scheduled for a specific time may be considered at any time and in any order.

Any member of the public who is disabled and requires accommodations or assistance at the meeting is requested to notify the Town Office in writing or call 482-6336 within 24 hours prior.

ITEM #	SUBJECT
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Pledge of Allegiance

- | | | |
|----|-----------------------|---|
| 1. | <u>ACTION</u> | Review and Approval of Minutes from Special Meeting on June 18, 2003. Review and Approval of Minutes from Regular Meeting on June 25, 2003 |
| 2. | <u>ACTION</u> | Consideration and Possible Adoption of an Ordinance Amending an Ordinance Authorizing the Issuance of the Unincorporated Town of Tonopah, Nevada, Water Revenue Bond, Series 2003 in the Principal amount of \$498,232 to pay in part the cost of a Water Project; Providing for Adoption as if an Emergency Exists |
| 3. | <u>ACTION</u> | Distribution of Information from Nevada State Contractors Board Regarding Hiring of Licensed Contractors within the State of Nevada – Kelly Harris, Harris Fence & Concrete Co., Inc. |
| 4. | <u>ACTION</u> | Request a Portion of the Pink Motel be Developed into a Visitor's Center with a Museum, Wedding Chapel and Tonopah Legends Historic Center – TDC Committee |
| 5. | <u>REPORT</u> | Tonopah Development Corporation Report – Review and Discussion; no action will be taken by the Board |
| 6. | <u>PUBLIC COMMENT</u> | Three-minute time limit per person and requested to be limited to items not listed on the agenda. No action will be taken by the Board |
| 7. | <u>REPORT</u> | Tonopah Recreational Facility Report – Review and Discussion; no action will be taken by the Board |

8. ACTION Adoption of Work Order for Town Maintenance Department.
Adoption of Tonopah Memorial Pool Position Log Sheet.
Adoption of Town of Tonopah Employee Reprimand Form
9. ACTION Approval of Contract between Town of Tonopah and Newmont
Mining Company
10. ACTION Reconfirm Appointment of Acting Town Manager by a Town
Board Member
11. STAFF REPORTS Review and Discussion; no action will be taken
12. CORRESPONDENCE Review and Discussion: no action will be taken
13. ACTION Closure of Meeting, Pursuant to NRS 288.220(4) and
241.015(b)(2) for purposes of conferring with Town's management
representative regarding labor negotiation issues, conferring with
counsel regarding potential or current litigation and other
personnel issues
14. ACTION Closed Meeting, Pursuant to NRS 288.220(4) and 241.015(b)(2)
15. ACTION Decisions on Labor Negotiation Issues and Other Personnel
Matters Presented in Closed Meeting
16. ACTION Approval of Vouchers for Payment
17. ACTION Adjourn

AFFIDAVIT OF POSTING

STATE OF NEVADA

COUNTY OF NYE

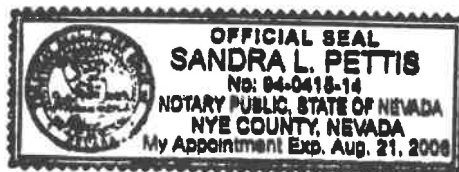
The undersigned, being duly sworn according to law, deposes and says: That s/he is over the age of 21 years; that on the 2nd day of July, 2003, s/he posted the agenda for the Tonopah Town Board regular meeting on July 09, 2003, at the places listed below, or caused the same to be posted, and mailed to all persons requesting same.

Deborah Anderson

Subscribed and sworn before me

This 2nd day of July, 2003.

Sandra L. Pettis
NOTARY PUBLIC



POSTED:

U.S. Post Office, 201 Main Street, Tonopah, NV 89049
Tonopah Convention Center, 301 Brougner Street, Tonopah, NV 89049
Tonopah Town Office, 102 Burro Avenue, Tonopah, NV 89049
Nye County Courthouse, Radar Road, Tonopah, NV 89049

EXHIBIT B

(Attach Affidavit(s) of Publication Twice by Title)

H:\05410\004\2003bond\BONDordAMENDv1.wpd

Affidavit of Publication

State of Nevada,

ss.

County of Nye

BILL NO. 03-02
ORDINANCE NO. 03-02
AN ORDINANCE AMENDING
AN ORDINANCE AUTHORIZ-
ING THE ISSUANCE OF THE
UNINCORPORATED TOWN OF
TONOPAH, NEVADA, WATER
REVENUE BOND, SERIES
2003 IN THE PRINCIPAL
AMOUNT OF \$498,232 TO PAY
IN PART THE COST OF A
WATER PROJECT; PROVID-
ING FOR ADOPTION AS IF
AN EMERGENCY EXISTS.

PUBLIC NOTICE IS
HEREBY GIVEN that typewrit-
ten copies of the above-numbered
and entitled Ordinance are avail-
able for public inspection and
distribution at the office of the
Town Clerk of the Unincorporated
Town of Tonopah, Nevada, at the
office of the Town Clerk in
Tonopah, Nevada and that such
Ordinance was passed and adopted
at a regular meeting of the Town
Board on July 9, 2003 by the fol-
lowing vote of the Town Board:

Those Voting Aye:

Michael Truesdell

Cindy Kaminski

Paul Campos

Terry Rivero

Those Absent:

Tony Philips

Those Voting Nay:

None

IN WITNESS WHEREOF,
the Town Board of the Unincorpor-
ated Town of Tonopah, Nevada
has caused this Ordinance to be
published by title only.

DATED this July 9, 2003.

sls Michael Truesdell

Chairman

Town Board of the Unincorporated
Town of Tonopah, Nevada

Attest:

sls Paul Campos

Town Clerk

T/GN1640

7/17/24

I, W.G. Roberts, publisher of the Tonopah Times-Bonanza & Goldfield News,
a weekly newspaper published in Tonopah, Nye County, Nevada, being duly
sworn, hereby certifies that the _____

Public Notice is Hereby Given Bill No. 03-02

a copy of which is hereon attached, was published in the said Tonopah Times-
Bonanza & Goldfield News on the following dates: _____

July 17, 24, 2003

WITNESS my hand this

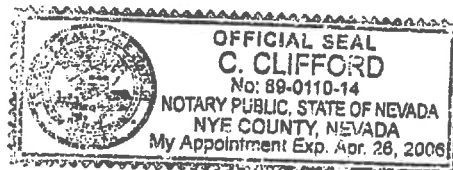
24 day of July, 2003

W. S. Roberts

SUBSCRIBED and sworn to before me this

24 day of July, 2003

C. Clifford



Per NRS 212.036(1) the Town of Tonopah, Nevada, is hereby giving notice that the Public Hearing for the proposed Ordinance to amend the Town of Tonopah, Nevada, is scheduled for July 21, 2003, at 10:00 A.M. in the Town of Tonopah, Nevada, at the County Clerk's Office. This Ordinance is to be awarded on July 21, 2003, and you would like to be added to the list of companies that receive bid packages for this type of work, please send your request in writing to Nye County School District, P.O. Box 113, Tonopah, Nevada 89049, and indicate the type of work you are interested in bidding on.

TGN1642 7/17

APPLICATION FOR WATER NO. 70076

NOTICE IS HEREBY GIVEN, that on the 02nd day of June 2003 Colvin & Son, LLC of Ritter, Oregon made application to the State Engineer of Nevada for permission to change the point of diversion and place of use of 0.04 cfs of water heretofore appropriated under Proof 02366. Water will be diverted from an underground source at a point located within the SW 1/4 NE 1/4 of Section 9 T1N, R46E MDB&M or at a point from which the SE corner of said Section 9 bears S 36° 16' E a distance of 2890 feet (approx 22 miles SW of Tonopah, NV). Water will be used for stock watering purposes from January 1st to December 31st of each year.

The existing point of diversion is from an underground source located within the NW 1/4 NE 1/4 Section 9, T1N, R46E, MDB&M, or at a point from which the SW corner of Section 36, T1N, R43E, MDB&M bears S 73° 19' W, a distance of 86,140 feet. Water was used for stock watering purposes from January 1st to December 31st of each year.

at Hugh Ricci, P.E.
State Engineer

HR gkl
TGN1634 7/17-87

BILL NO. 03-02 ORDINANCE NO. 03-02

AN ORDINANCE AMENDING AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE UNINCORPORATED TOWN OF TONOPAH, NEVADA, WATER REVENUE BOND, SERIES 2003 IN THE PRINCIPAL AMOUNT OF \$498,232 TO PAY IN PART THE COST OF A WATER PROJECT; PROVIDING FOR ADOPTION AS IF AN EMERGENCY EXISTS.

PUBLIC NOTICE IS HEREBY GIVEN that typewritten copies of the above-numbered and entitled Ordinance are available for public inspection and distribution at the office of the Town Clerk of the Unincorporated Town of Tonopah, Nevada, at the office of the Town Clerk in Tonopah, Nevada and that such Ordinance was passed and adopted at a regular meeting of the Town Board on July 9, 2003 by the following vote of the Town Board:

Those Voting Aye:
Michael Truesdell
Cindy Karmisid
Paul Campos
Terry Rivero
Those Absent:
Tony Phillips
Those Voting Nay:
None

IN WITNESS WHEREOF, the Board of the Unincorporated Town of Tonopah, Nevada has caused this Ordinance to be published by title only.

DATED this July 9, 2003.
s/s Michael Truesdell

Town of Tonopah, Nevada
Town of Tonopah, Nevada
Town Clerk
TGN1640 7/17-24

NOTICE OF TRUSTEE'S SALE Trustee Sale No. 02-04783 Loan No. 9830281863 Title Order No. 1470314 APN 028-822-22 # YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 05/21/01. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER. ON July 23, 2003, at 11:00 AM, ARM FINANCIAL CORPORATION as the duly appointed Trustee under and pursuant to Deed of Trust Recorded on 05/30/01 Instrument 514984, Book 1, Page of official Records in the Office of the Recorder of Nye County, Nevada, executed by: GARY G. WAKEFIELD, AN UNMARRIED MAN, as Trustor, UNION PLANTERS BANK, N.A., as Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state). At THE FRONT ENTRANCE TO THE COUNTY COURTHOUSE, TONOPAH, NV, all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, Nevada describing the land therein: Parcel Eighty-Two (82) Charleston Park Ranchos Unit No. 8, Recorded March 17 1960 as Document No. 33884 in Book "C" of Surveys, Page 287, in the Office of the County Recorder of Nye County, Nevada. Excepting Therefrom All of the Minerals, including Gas, Coal, Oil and Oil Shales, as Reserved in Deed, Recorded December 11, 1959 in Book 36, Page 221, as Document No. 33209, Official Records, Nye County, Nevada. The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: 4280 WEST VICTORIA STREET, PAHRUMP, NV 89366. The undersigned Trustee disclaims any liability for any inaccuracy of the street address and other common designation, if any, shown herein. Said sale will be made, but without coverage or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the

Trustor and of the costs charged by the Trustor of this, to-wit: \$115,463.76 (Eleven Thousand Five Hundred and thirty-three and 76/100 Dollars) and advances, if any, will increase this figure prior to sale. The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recording. Date: 06/23/03, ARM FINANCIAL CORPORATION, P.O. Box 85309, San Diego, CA 92186-5309, Sales Information (916) 974-6099, General Information (858) 689-9735 HAZEL GARCIA, ASSISTANT SECRETARY NPP0104321 07/03/03, 07/10/03, 07/17/03 CNS-553821# TIMES BONANZA AND GOLDFIELD N #1619 7/3.10.17b

NOTICE OF INVITATION TO BID #2003-20 TONOPAH SLURRY SEAL
Labor Commission #PWP-NY-2003-303
Project No. TP11-RD-03-02
Contract No. 2003-20

NOTICE OF INVITATION TO BID

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of the County of Nye, State of Nevada will accept written Proposals for approximately 161,456 square yards of slurry sealing in the Town of Tonopah, during the period of August 13, 2003 to September 22, 2003.

The Contractor will be required to:

Slurry Sealing

1. Meet all requirements of Section 318 of the "Standard Specifications for Public Works Construction," as published by the Nevada Department of Transportation, "Nevada Department of Transportation, 2001", hereinafter referred to as "Specifications." A copy of Specifications is included in SECTION 7 of the Special Provision of the Bid Document.
2. Provide all labor and equipment to provide the surface treatment.
3. Application of slurry shall be at a rate of 50 pounds per square yard with Type III aggregate and 15 pounds per square yard for Type II aggregate unless directed otherwise by the Engineer.
4. Supply all traffic control, and shall supply traffic control plans in advance of work on each section. All traffic control shall be in accordance with the 2000 Edition of the Manual of Uniform Traffic Control Devices.
5. Provide labor and cleaning equipment necessary to prepare the surface to be slurry sealed. Allow the Engineer to inspect and approve surface preparation before slurry sealing.

The Contractor must:
1. Post a bid bond equal to ten percent (10%) of the Contractor's bid.

2. Post a performance bond equal to 10% of the Contractor's bid.
3. Post a material and payment bond equal to fifty percent (50%) of the Contractor's bid.
4. Pay his or her employees at the prevailing rate of wages, as provided in NRS Chapter 338.
5. Carry vehicle liability insurance on each truck or other vehicle used in the performance of the Contract, in an amount not less than \$150,000/\$300,000 single person, single accident coverage, with the County named as an additional insured.
6. Carry public liability insurance in an amount not less than \$1,000,000/\$2,000,000 one person, one occurrence coverage, with the County named as an additional insured.
7. Carry property damage insurance in an amount not less than \$1,000,000/\$2,000,000 on accident, aggregate liability for loss coverage, with the County named as an additional insured.
8. Pay SINS for the Contractor and all employees.
9. Withhold and pay all applicable federal, state and/or local taxes.
10. Provide proof of qualification and ability to supply materials required, including documentation of right to access materials, if applicable.
11. Submit a copy of Certified Payroll Report to Nevada State Labor Commission, 1015 East Main Street, Suite 200, Las Vegas, NV 89101, no later than on (1) week after the end of each month, and (2) week after the end of each month.

Each bidder must complete the Bidder's Information Form for each item proposed in the scope of the Schedule of Work and Prices and the Total Bid Price which shall be the summation of all line item prices.

A bid package, as described above, is available for inspection and purchase at the County Clerk's Office, 1015 East Main Street, Suite 200, Las Vegas, NV 89101, from August 13, 2003 to September 22, 2003. The bid package is available for inspection and purchase at the County Clerk's Office, 1015 East Main Street, Suite 200, Las Vegas, NV 89101, from August 13, 2003 to September 22, 2003. The bid package is available for inspection and purchase at the County Clerk's Office, 1015 East Main Street, Suite 200, Las Vegas, NV 89101, from August 13, 2003 to September 22, 2003. The bid package is available for inspection and purchase at the County Clerk's Office, 1015 East Main Street, Suite 200, Las Vegas, NV 89101, from August 13, 2003 to September 22, 2003.

The bid package is available for inspection and purchase at the County Clerk's Office, 1015 East Main Street, Suite 200, Las Vegas, NV 89101, from August 13, 2003 to September 22, 2003. The bid package is available for inspection and purchase at the County Clerk's Office, 1015 East Main Street, Suite 200, Las Vegas, NV 89101, from August 13, 2003 to September 22, 2003. The bid package is available for inspection and purchase at the County Clerk's Office, 1015 East Main Street, Suite 200, Las Vegas, NV 89101, from August 13, 2003 to September 22, 2003.

A pre-bid meeting to review the project will be held at the Tonopah Road Department office on 377 North Jackson Street, Tonopah, NV 89049, on Tuesday, July 22, 2003, commencing at 10:00 a.m.

The Board of County Commissioners expressly reserves the right to waive any informalities and to reject any and all bids.

DATED this 3rd day of July, 2003.
BOARD OF COUNTY COMMISSIONERS COUNTY OF NYE, STATE OF NEVADA

/s/ Joni Eastley
JONI EASTLEY,
VICE-CHAIRPERSON

ATTEST:
/s/ Susan E Wharf
Susan E Wharf
Nye County Clerk Afd
Ex-Officio Clerk of the Board
TGN1635 7/17-24

On 2003-13 Ordinance, NOTICE OF FILING AND OF PUBLIC HEARING BEFORE NYE COUNTY COMMISSIONERS

NOTICE IS HEREBY GIVEN pursuant to NRS 244.100 that the Nye County Board of Commissioners (Board) will hold a public hearing on the Nye County Board of Commissioners' Ordinance, 2003-13, on August 13, 2003 at 10:00 A.M. at the proposed location of the proposed Ordinance.

AN ORDINANCE (CREATING THE NYE COUNTY ENVIRONMENTAL RESEARCH & MONITORING INSTITUTE) PROVIDING FOR THE ESTABLISHMENT OF THE NYE COUNTY ENVIRONMENTAL RESEARCH & MONITORING INSTITUTE.

THE NYE COUNTY BOARD OF COMMISSIONERS (BOARD) HAS ADOPTED THE FOLLOWING RESOLUTION: WHEREAS, the Board of Commissioners of the County of Nye, State of Nevada, has determined that it is in the public interest to create the Nye County Environmental Research & Monitoring Institute; and WHEREAS, the Board of Commissioners of the County of Nye, State of Nevada, has determined that it is in the public interest to create the Nye County Environmental Research & Monitoring Institute;

THE NYE COUNTY BOARD OF COMMISSIONERS (BOARD) HAS ADOPTED THE FOLLOWING RESOLUTION: WHEREAS, the Board of Commissioners of the County of Nye, State of Nevada, has determined that it is in the public interest to create the Nye County Environmental Research & Monitoring Institute; and WHEREAS, the Board of Commissioners of the County of Nye, State of Nevada, has determined that it is in the public interest to create the Nye County Environmental Research & Monitoring Institute;

CONSTITUTIONALITY AND APPLICABILITY OF THE NOTICE OF FILING AND OF PUBLIC HEARING BEFORE NYE COUNTY COMMISSIONERS. Copies of which are on file in the Office of County Clerk, 1015 East Main Street, Tonopah, Nevada, for examination by the public. Dated this 13th day of July, 2003 (SEAL) /s/ Susan E Wharf SANDRA MERLINO, COUNTY CLERK and Ex-Officio Clerk to the Board of County Commissioners TGN1637 7/17

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA NOTICE OF JOINT APPLICATION TO TRANSFER ASSETS

A Joint Application, designated as Docket No. 03-6011, has been filed with the Public Utilities Commission of Nevada ("Commission") by Global Net Paging, Inc. d/b/a Global Net Communications ("Global Net"), and Impulse Telecom Corporation ("Impulse") (collectively "Joint Applicants"). Joint Applicants seek Commission approval of a transfer of control and Certificate of Public Convenience and Necessity ("CPCN") from Global Net to Impulse. Pursuant to CPC 238A, Global Net is currently authorized to operate as a common carrier provider of mobile telephony services, including local exchange telecommunication services within the state of Nevada. The Commission is currently reviewing the Joint Applicants' application to transfer the CPCN to Impulse, and is currently reviewing the Joint Applicants' application to transfer the CPCN to Impulse.

The Joint Applicants are requesting that the Commission approve the transfer of the CPCN to Impulse, and is currently reviewing the Joint Applicants' application to transfer the CPCN to Impulse.

The Joint Applicants are requesting that the Commission approve the transfer of the CPCN to Impulse, and is currently reviewing the Joint Applicants' application to transfer the CPCN to Impulse.

The Joint Applicants are requesting that the Commission approve the transfer of the CPCN to Impulse, and is currently reviewing the Joint Applicants' application to transfer the CPCN to Impulse.

By the Commission
Crystal Jackson,
Commission Secretary
Dated: Carson City, Nevada.
7-10-03
(SEAL)
TGN1641 7/17

SAFETY



Help make the world
safe from
40 neuromuscular diseases.

1-800-672-1717

Neuromuscular Association
www.ndmusa.org

NOTICE OF TRUSTEE'S SALE

Trustee Sale No. 03-01433 Loan No. 19533982 Title Order No. 685363 APN 036-282-03 # YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 03/25/98. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER. On July 30, 2003, at 11:00 AM, ARM FINANCIAL CORPORATION as the duly appointed Trustee under and pursuant to Deed of Trust recorded on 03/31/98 Instrument 441133, Book 7, Page of official Records in the Office of the Recorder of Nye County, Nevada, executed by LLOYD L. ARNETT, AN UNMARRIED MAN AND SAMUEL E. ARNETT AND AGNES I. ARNETT, HUSBAND AND WIFE, CO-TENANTS, as grantors, and NATIONAL MORTGAGE ASSOCIATION, as beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state. At: THE FRONT ENTRANCE TO THE COUNTY COURTHOUSE, TONOPAH, NV. All right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, Nevada describing the land herein: EXHIBIT A Parcel Two Hundred One (201) of Cal-Vegas Ranchos Unit F. Recorded on May 13, 1960 as Document No. 4943 in Book "C" of Surveys, at Page 307, in the Office of the County Recorder of Nye County, Nevada. Excepting Therefrom All of its Right, Title and Interest in and to All of the Minerals, including Gas, Coal, Oil, and Oil Shales as Disclosed by Deed Recorded January 13, 1960 as Document No. 33404 in Book 36; Page 474, Official Records. Nye County, Nevada The property heretofore described is being sold as is street address and other designation, if any, of the real property described above is purported to be: 1641 WEST DONNER STREET, PAHRUMP, NV 89048 The undersigned Trustee disclaims all

liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: \$61,220.12 (Estimated) Accrued interest and additional advances, if any, will increase this figure prior to sale. The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation. Date: 07/07/03. ARM FINANCIAL CORPORATION, P.O. Box 85309, San Diego, CA 92186-5309. Sales Information (916) 974-6099. General Information (858) 689-9735 HAZEL GARCIA, ASSISTANT SECRETARY NPM0104028 07/10/03, 07/17/03, 07/24/03 CNS: 5562234

NOTICE OF UNIFIED TRUSTEE'S SALE T.S. No. 03-5044-03 Avenor's Parcel No. 012-421-24 YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 11/11/93. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER. On 7/31/2003, at 11:00 AM, WT Capital, as the duly appointed Trustee under and pursuant to Deed of Trust recorded on 1/7/94 as Document No. 0 345570, Book --, Page -- of Official Records in the Office of the Recorder of Nye County, Nevada, executed by Bryan Armao and Lisa L. Armao, husband and wife as joint tenants, as Trustor, Green Tree Financial Corporation as Beneficiary, will sell at public auction to the highest bidder for cash, (payable at time of sale in lawful money of the United States, by Cash, a Cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state). Place of Sale: At the front entrance to the County Courthouse, Tonopah, Nevada, all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, Nevada, describing the land therein: A portion of the Northeast Quarter (NE1/4) of Section 13, Township 6 North, Range 40 East, M.D.B.&M., described as follows: Parcel 3 of the D and V Associates Parcel Map recorded April 14, 1983 in the Office of the County Recorder of Nye County, Nevada as File No. 78165.

County, Nevada, Records, and reserving, also to the United States all the oil, gas and petroleum in the land so patented, and to it or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509) in the Patent recorded February 21, 1964 in Book 67, Page 464 of Official Records, Nye County, Nevada as File No. 47206. The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: None Given. Directions to said land may be obtained by submitting written request within ten (10) days from the first publication of this notice to: Comco Financial Corp., c/o WT Capital Lender Services, 1640 West Shaw Avenue, Suite 101, Fresno, CA 93711. The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Beneficiary hereby elects to conduct a unified foreclosure sale pursuant to the provisions of NRS 104.9604, et seq., and to include in the nonjudicial foreclosure of the real property interest described in the Notice of Default and Election to Sell Under Deed of Trust, all of the personal property and fixtures, together with replacements and proceeds, if applicable, described in the security agreement, dated 11/11/93, between the original trustor and the original beneficiary, as it may have been amended from time to time, and pursuant to any other instruments between the trustor and beneficiary referencing a security interest in personal property. Beneficiary reserves its right to revoke its election as to some or all of said personal property and/or fixtures, or to add additional personal property and/or fixtures to the election herein expressed, at Beneficiary's sole election, from time to time and at any time until the consummation of the Trustee's Sale to be conducted pursuant to the Deed of Trust and this Notice of Trustee's Sale. A description of the personal property which was given as security for trustor's obligation is: 1994 Fordwood Highland Park, Title No. B0136570, Serial No. AZFLP21AB00681HP. No warranty is made that any or all of the personal property still exists or is available for the successful bidder and no warranty is made as to the condition of any of the personal property, which shall be sold "as is, where is". Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trust created by said Deed of Trust, to wit: \$55,810.13 Estimated. Accrued interest and additional advances, if any, will increase this figure prior to sale. You have the right to request an accounting of the unpaid indebtedness secured by the property being sold. You may submit your request to the address listed below. The charge for this request is \$300.00. You may be liable for any deficiency if the secured obligation is not paid in full. The beneficiary under said Deed of Trust and Security Agreement heretofore executed and delivered to the

undersigned, a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the County where the real property is located and more than three months have elapsed since such recordation. W.T. Capital Lender Services 1640 West Shaw Avenue, Suite 101, Fresno, CA 93711 (559) 222-4644 Sale Status Line: (916) 387-7728 Anthony R. Garcia, Trustee's Sale Officer Dated: June 30, 2003 ASAPS-6302 07/10, 07/17, 07/24 TTB/GN #1632 7/10, 17, 24h

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA NOTICE OF TARIFF FILING TO CHANGE CONDITIONS AND RESTRICTIONS

A Tariff Filing, designated as Docket No. 03-7007, has been filed with the Public Utilities Commission of Nevada ("Commission") by Nevada Bell Telephone Company, d/b/a SBC Nevada, of revisions to its Discretionary Exchange Services Tariff No. A11 to reduce the number of years a customer must retain Primary Rate ISDN service to obtain a waiver of the non-recurring charge, eliminate the restriction on measured and flat rate service at the same location for business services and to correct typographical errors. (Advice Letter No. 1915)

This Tariff Filing is filed pursuant to the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC"), Chapters 703 and 704, including but not limited to NRS 704.110.

For a more detailed description of the proposed tariff revision, the Tariff Filing is on file and available for public viewing at the offices of the Commission: 1130 East William Street, Carson City, Nevada 89701 and 101 Convention Center Drive Suite 250, Las Vegas, Nevada 89109.

Interested and affected persons may file: 1) written comments; 2) petitions for leave to intervene; or 3) notices of intent to participate as commenters pursuant to NAC 703.491 at either of the Commission's offices on or before Wednesday, August 6, 2003.

By the Commission, /s/ Crystal Jackson, Commission Secretary Dated: Carson City, Nevada 7-15-03 (SEAL) T/GN1652 7/24

By the Commission, NOTICE OF FILING AND OF PUBLIC HEARING BEFORE NYE COUNTY COMMISSIONERS

NOTICE IS HEREBY GIVEN pursuant to NRS 244.100 that the Nye County Board of Commissioners ("Board") will hold public hearings in the Com-

missioners' Meeting Rooms, 101 Radford, Tonopah, Nevada, at 10:30 A.M. on the 5th day of August 2003 and the Bob Rudd Community Center, 130 East Basin Road, Pahrump, Nevada at 10:30 A.M. on the 19th day of August 2003, for the purpose of hearing public comments to the adoption of a proposed Ordinance entitled and summarized as follows:

AN ORDINANCE AMENDING NYE COUNTY CODE CHAPTER 6.20 TO PROHIBIT THE PRACTICE OF HORSE TRIPPING AND ESTABLISHING THE PENALTIES THEREFOR; PROVIDING FOR THE SEVERABILITY, CONSTITUTIONALITY, AND EFFECTIVE DATE HEREOF; AND OTHER MATTERS PROPERLY RELATING THERETO.

copies of which are on file in the Office of the County Clerk, 101 Radar Road, Tonopah, Nevada, for examination by the public. Dated this 18th day of June, 2003. (SEAL)

Sam Merlino, County Clerk and Ex-Officio Clerk to the Board of County Commissioners /s/ Susan E. Wharff, Deputy TTB: 7/24/03 T/GN1674 7/24

Case No. PR-03-2385 Dept. No. 1

IN THE FIFTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND FOR ESMERALDA COUNTY In the Matter of the Estate of HORACE W. MCCracken, deceased.

NOTICE TO CREDITORS

NOTICE IS HEREBY GIVEN, that the undersigned has been duly appointed and qualified by the above-entitled Court on 7th day of July, 2003, as the administrator of the Estate of HORACE W. MCCracken, deceased.

All creditors having claims against said Estate are required to file the same, with the proper vouchers attached, with the Clerk of said Court, within sixty (60) days after the first publication of the Notice.

DATED this 8th day of July, 2003.

Nancy Boland NANCY BOLAND UGN1639 7/17, 24, 31

BILL NO. 83-82 ORDINANCE NO. 83-82 AN ORDINANCE AMENDING AN ORDINANCE AUTHORIZING THE INCORPORATION OF THE TOWN OF TONOPAH, NEVADA WATER REVENUE BOND, SERIES 2003; IN THE PRINCIPAL AMOUNT OF \$48,332 TO PAY IN PART THE COST OF A WATER PROJECT; PROVIDING FOR ADOPTION AS IF AN EMERGENCY EXISTS.

PUBLIC NOTICE IS HEREBY GIVEN that typewritten copies of the above-numbered and entitled Ordinance are available for public inspection and distribution at the office of the Town Clerk of the Unincorporated Town of Tonopah, Nevada, at the office of the Town Clerk in Tonopah, Nevada and that such Ordinance was passed and adopted at a regular meeting of the Town Board on July 9, 2003 by the following vote of the Town Board:

Those Voting Aye: Michael Truesdell, Cindy Karmak, Paul Campos, Terry Riverco, Those Absent: Tony Phillips, Those Voting Nay: None

Michael Truesdell, Cindy Karmak, Paul Campos, Terry Riverco, Those Absent: Tony Phillips, Those Voting Nay: None IN WITNESS WHEREOF, the Town Board of the Unincorporated Town of Tonopah, Nevada has caused this Ordinance to be published by title only.

DATED this July 9, 2003. /s/ Michael Truesdell, Chairman Town Board of the Unincorporated Town of Tonopah, Nevada

Attest: /s/ Paul Campos, Town Clerk TGN1640 7/17, 24

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA NOTICE OF TARIFF FILING TO CONTINUE TO SUPPORT TWO WITHDRAWN PRODUCT OFFERINGS IN THE TONOPAH DIVISION

A Tariff Filing, designated as Docket No. 03-7003, has been filed with the Public Utilities Commission of Nevada ("Commission") by Citizens Telecommunications Company of Nevada, d/b/a Frontier Communications of Nevada ("Frontier"), of Tariff revisions to Schedule No. A-10, Bundled Services, to "grandfather" Citizens Select and Citizens Select Plus Services for residential customers in the Tonopah division. (Advice Letter No. NV-0309)

Frontier states that "grandfathered" services will no longer be offered to new customers; however, these product offerings will continue to be supported for all existing customers until such time as they discontinue the service.

This Tariff Filing is filed pursuant to the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC"), Chapters 703 and 704, including but not limited to NRS 704.110.

For a more detailed description of the proposed tariff revision, the Tariff Filing is on file and available for public viewing at the offices of the Commission: 1130 East William Street, Carson City, Nevada 89701 and 101 Convention Center Drive, Suite 250, Las Vegas, Nevada 89109.

Interested and affected persons may file: 1) written comments; 2) petitions for leave to intervene; or 3) notices of intent to participate as commenters pursuant to NAC 703.491 at either of the Commission's offices on or before Wednesday, August 6, 2003.

By the Commission, /s/ Crystal Jackson, Commission Secretary Dated: Carson City, Nevada 7-11-03 (SEAL) T/GN1646 7/24