

**LANDER COUNTY COMMISSIONERS MEETING
TOWN BOARD OF BATTLE MOUNTAIN & AUSTIN
BOARD OF COUNTY HIGHWAY COMMISSIONERS**

February 14, 2019

LANDER COUNTY COURTHOUSE
COMMISSIONERS' CHAMBER
50 STATE ROUTE 305
BATTLE MOUNTAIN, NEVADA

Also Via Teleconference At

AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA

9:00 A.M

Call to Order
Pledge of Allegiance
A Moment of Silence

Lander County Commissioners may break for lunch from 12:00 p.m. to 1:15 p.m.

Any agenda item may be taken out of order, may be combined for consideration by the public body, and items may be pulled or removed from the agenda at any time.

Commissioners Reports on meetings, conferences and seminars attended
Staff Reports on meetings, conferences and seminars attended

Public Comment - For non-agendized items only. *Persons are invited to submit comments in writing and/or attend and make comments on any non- agenda item at the Board meeting if any, and discussion of those comments at the discretion of the Board. All public comment may be limited to three (3) minutes per person, again at the discretion of the Board. Reasonable restrictions may be placed on public comments based upon time, place and manner, but public comment based upon viewpoint may not be restricted.*

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, without extensive discussion. 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. Consent agenda materials are available at the Lander County Clerk's office for viewing and copies are available for a nominal charge.

- *(1) Approval of Agenda Notice February 14, 2019
- *(2) Approval of December 13, 2018 Meeting Minutes
- *(3) Approval of January 24, 2019 Meeting Minutes
- *(4) Approval of the Payment of Bills
- *(5) Approval of Payroll Change Requests

COMMISSIONERS

- *(1) Discussion only regarding J.D. Heithoff and the introduction of his new company, T-O Engineers, to the Lander County Board of Commissioners, and all other matters properly related thereto.

Public Comment

- *(2) Discussion and possible action to approve/disapprove the purchase of two (2) Urban/Brush fire trucks in an amount not to exceed \$350,000.00 for the Battle Mountain Volunteer Fire Department, and to discuss whether the purchases should proceed pursuant to NRS 332 – Purchasing: Local Government or pursuant to NRS 333 - Purchasing: State, and all other matters properly related thereto.

Public Comment

***SHERIFF'S DEPARTMENT**

- *(3) Discussion and possible action to approve/disapprove an emergency replacement of the Domestic Hot Water Boiler System for the Lander County Sheriff's Office & Detention facility, in an amount not to exceed \$77,617.00, and all other matters properly related thereto.

Public Comment

***PLANNING**

- *(4) Discussion and possible action regarding approval/disapproval of a zone change request from the Planning Department changing 011-060-13,044-060-14 & 011-060-17 from Commercial District (C-1) to Industrial District (M); 011-060-15 & 011-060-16 From Commercial District (C-1) to General Commercial District (C-2); Southern portion of 011-060-18 (as listed/shown on Exhibits A & B) from Commercial District (C-1) to Industrial District (M) & the Northern portion of 011-060-18 (as listed/shown on Exhibits A & B) from Single-Family Residential District/Manufactured Housing Overlay/Commercial District (R-1/MO/C-1) to General Commercial District (C-2); 011-060-19 from Single-Family Residential District/Manufactured Housing Overlay/Commercial District (R-1/MO/C-1) to Single-Family Residential District/Manufactured Housing Overlay (R-1/MO); and 011-060-01(as listed/shown on Exhibit C & D) from Single-Family Residential District/Manufactured Housing Overlay/Commercial District/General Commercial District (R-1/MO/C-1/C-2) to Single Family Residential District/Manufactured Housing Overlay/Commercial District/General Commercial District (R-1/MO/C-1/C-2), all located in Battle Mountain, and all other matters properly related thereto.

Public Comment

- *(5) Discussion and possible action regarding approval/disapproval of a zone change request from the Lander County Planning Department changing 002-330-20 & 002-330-23 from Commercial District (C-1) to General Commercial District (C-2), all located in Battle Mountain, and all other matters properly related thereto.

Public Comment

- *(6) Discussion and possible action regarding approval/disapproval of a zone change request from the Lander County Planning Department changing 003-101-08, 003-155-01, 003-211-04 & 003-211-05 from Common Area to Commercial District (C-1) and 003-151-41, 003-161-56 through 003-161-65, 003-171-15, 003-191-16, 003-221-21, 003-231-04 through 003-231-08, 003-231-12 through 003-231-14 from Common Area to Single-Family Residential District (R-1), all located in Kingston, and all other matters properly related thereto.

Public Comment

- *(7) Discussion and possible action for the Lander County Commission to approve/disapprove plans by the Lander Economic Development Authority for a Lander County Owned Industrial Park located by the Battle Mountain Airport, and if approved, to include regular updates to the commission on infrastructure costs, and all other matters properly related thereto.

*Public Comment****AIRPORT***

- *(8) Discussion and possible action to approve/disapprove FY 19/20 FAA grant application for the Austin Airport Design of Hangar, Taxi Lane & Road Rehabilitation, and authorize the County Manager to sign, and all other matters properly related thereto.

Public Comment

BOARD APPOINTMENTS

- *(9) Discussion and possible action to appoint one individual to serve on the Lander County Economic Development Authority with the term expiring June 30, 2020, and to consider the following:

a) Monica Sill;

and all other matters properly related thereto.

Public Comment

PUBLIC WORKS

- *(10) Discussion and possible action to approve/disapprove a change order request for HE Hunewill Construction for the White Knife Project already approved in an amount not to exceed \$283,050.00 for a Sewer Wet Well on Round Mountain Drive, Battle Mountain, and all other matters properly related thereto.

Public Comment

COMMISSIONERS

- *(11) Discussion and possible action to approve/disapprove the renewal of the contract between the Board of Trustees of the Elko County Library and the Lander County Board of Commissioners, and all other matters properly related thereto.

Public Comment

FINANCE

- *(12) Discussion and possible action to approve/disapprove the Kingston Town Water Utility grant funds of \$145,000 previously approved for a test well, to be reallocated for two immediate projects for antiquated spur line lateral replacement, and all other matters properly related thereto.

Public Comment

- *(13) Discussion and possible action to approve/disapprove a waiver for the removal of Lander County from the guaranteed status under the Supplemental City-County Relief Tax (SCCRT) distribution formula, pursuant to the provisions of Nevada Revised Statutes 377.057(3), and all other matters properly related thereto.

*Public Comment****CORRESPONDENCE**

- *(14) Correspondence/reports/potential upcoming agenda items.

Public Comment

Public Comment - For non-agendized items only. *Persons are invited to submit comments in writing and/or attend and make comments on any non- agenda item at the Board meeting if any, and discussion of those comments at the discretion of the Board. All public comment may be limited to three (3) minutes per person, again at the discretion of the Board. Reasonable restrictions may be placed on public comments based upon time, place and manner, but public comment based upon viewpoint may not be restricted.*

ADJOURN

*Denotes "for possible action". Each such item may be discussed and action taken thereon with information provided at the meeting. Action may be taken according to the "Nevada Open Meeting Law Manual" via a telephone conference call in which a quorum of the Board members is simultaneously linked to one another telephonically.

NOTE: TIMES ARE APPROXIMATE

This is the tentative schedule for the meeting. The Board reserves the right to take items out of order to accomplish business in the most efficient manner. The Board may combine two or more agenda items for consideration. The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

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 County Manager in writing at the Courthouse, 50 State Route 305, Battle Mountain, Nevada 89820, or call (775) 635-2885 at least one day in advance of the meeting.

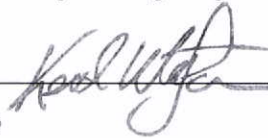
NOTICE: Any member of the public that would like to request any supporting material from the meeting, please contact the clerk's office, 50 State Route 305, Battle Mountain, Nevada 89820 (775) 635-5738.

AFFIDAVIT OF POSTING

State of Nevada)
) ss
County of Lander)

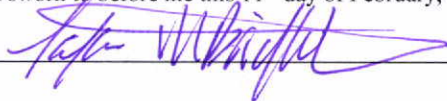
Keith Westengard, Lander County Manager of said Lander County, Nevada, being duly sworn. says, that on the 11th day of February 2019, he posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse, 4) Swackhamer's Plaza Bulletin Board, 5) Kingston Community Hall Bulletin Board, and 6) Austin Courthouse in said Lander County, where proceedings are pending.

Keith Westengard, Lander County Manager



Subscribed and sworn to before me this 11th day of February, 2019

Witness



Name of Agenda Lander County Commission

Date of Meeting 02-14-2019

Payment of the Bills

February 14, 2019

Cindy Benson
Lander County Fiscal Officer

LANDER COUNTY COMMISSION MEETING

February 14, 2019

APPROVE

Check #201724

Cindy Benson
Cindy Benson – Fiscal Officer

COUNTY OF LANDER
BATTLE MOUNTAIN, NEVADA

VENDOR: 000624 BUSINESS CARD

DATE	INVOICE #	DESCRIPTION
12/24/2018	4024 4900 0001 2	DEC 2018 STATEMENT

01/24/2019

201724

201724
AMOUNT
2,213.94

CHECK TOTAL

2,213.94

PLEASE DETACH AND FILE

Cindy Benson
Lander County Fiscal Officer

LANDER COUNTY COMMISSION MEETING

February 14, 2019

APPROVE

Check #201725

Cindy Benson
Cindy Benson – Fiscal Officer

COUNTY OF LANDER
BATTLE MOUNTAIN, NEVADA

VENDOR: 210271 CHANCE DAVID ELLIS

DATE	INVOICE #	DESCRIPTION
1/6/2019	1901060023	AUSTIN EMS RUN

01/24/2019

201725

201725
AMOUNT
50.00

CHECK TOTAL

50.00

PLEASE DETACH AND FILE

Cindy Benson
Lander County Fiscal Officer

LANDER COUNTY COMMISSION MEETING

February 14, 2019

APPROVE

Check #201733

Cindy Benson
Cindy Benson – Fiscal Officer

COUNTY OF LANDER
BATTLE MOUNTAIN, NEVADA

VENDOR: 209827 JUDIE A. ALLAN

DATE	INVOICE #	DESCRIPTION
1/25/2019	1/11/19	REIMBURSEMENT TRAVEL FALLON/CNRWA
1/25/2019	1/24-26/19	REIMBURSEMENT NACO / LAS VEGAS
1/28/2019	1/28-30/19	ADVANCE - WATER CONFERENCE - RENO

01/24/2019

201733

201733
AMOUNT
232.96
586.56
394.36

CHECK TOTAL

1,213.88

PLEASE DETACH AND FILE

Cindy Benson
Lander County Fiscal Officer

LANDER COUNTY COMMISSION MEETING

February 14, 2019

APPROVE

Check #201736

Cindy Benson
Cindy Benson – Fiscal Officer

COUNTY OF LANDER
BATTLE MOUNTAIN, NEVADA

VENDOR: 210268 LANGUAGE LINK

DATE	INVOICE #	DESCRIPTION
11/1/2018	134707	INTERPRETER SERVICES FOR 911
12/3/2018	136544	INTERPRETER SERVICES FOR 911

01/24/2019

201736

201736
AMOUNT
2.67
2.36

CHECK TOTAL

5.03

PLEASE DETACH AND FILE

Cindy Benson
Lander County Fiscal Officer

LANDER COUNTY COMMISSION MEETING

February 14, 2019

APPROVE

Check #201740

Cindy Benson
Cindy Benson – Fiscal Officer

COUNTY OF LANDER
BATTLE MOUNTAIN, NEVADA

VENDOR: 210224 PEGGY RENEE SURLA
DATE INVOICE # DESCRIPTION
1/24/2019 1/14-18/19 TEMP HIRE

01/24/2019

201740

201740
AMOUNT
654.91

CHECK TOTAL

654.91

PLEASE DETACH AND FILE

Cindy Benson
Lander County Fiscal Officer

LANDER COUNTY COMMISSION MEETING

February 14, 2019

APPROVE

Check #201741

Cindy Benson
Cindy Benson – Fiscal Officer

COUNTY OF LANDER
BATTLE MOUNTAIN, NEVADA

201741

VENDOR: 004364 POLICEONE.COM

DATE	INVOICE #	DESCRIPTION
10/18/2018	010134-6314	ANNUAL SUBSCRIPTION RENEWAL 1/2019-12/2019

01/24/2019

201741
AMOUNT
2,660.00

CHECK TOTAL

2,660.00

PLEASE DETACH AND FILE

Cindy Benson
Lander County Fiscal Officer

LANDER COUNTY COMMISSION MEETING

February 14, 2019

APPROVE

Check #201745

Cindy Benson
Cindy Benson – Fiscal Officer

COUNTY OF LANDER
BATTLE MOUNTAIN, NEVADA

VENDOR: 003704 STRYKER EMS EQUIPMENT, INC

DATE	INVOICE #	DESCRIPTION
10/11/2018	2513949M	MTS POWER LOAD (2)

01/24/2019

201745

201745
AMOUNT
41,804.00

CHECK TOTAL

41,804.00

PLEASE DETACH AND FILE

Cindy Benson
Lander County Fiscal Officer

LANDER COUNTY COMMISSION MEETING

February 14, 2019

APPROVE

Check #201851


Cindy Benson – Fiscal Officer

COUNTY OF LANDER
BATTLE MOUNTAIN, NEVADA

VENDOR: 209252 TETON SIGNS

DATE	INVOICE #	DESCRIPTION
1/31/2019	5190	AMBULANCE FINAL - FA-22

02/04/2019

201851

201851
AMOUNT
2,575.00

CHECK TOTAL

2,575.00

PLEASE DETACH AND FILE

Cindy Benson
Lander County Fiscal Officer

LANDER COUNTY COMMISSION MEETING

February 14, 2019

APPROVE

Check #201844

Cindy Benson
Cindy Benson – Fiscal Officer

COUNTY OF LANDER
BATTLE MOUNTAIN, NEVADA

VENDOR: 210224 PEGGY RENEE SURLA

DATE	INVOICE #	DESCRIPTION
1/25/2019	1/22/19-1/25/19	TEMP HIRE

02/04/2019

201844

201844
AMOUNT
526.42

CHECK TOTAL

526.42

PLEASE DETACH AND FILE

Cindy Benson
Lander County Fiscal Officer

LANDER COUNTY COMMISSION MEETING

February 14, 2019

APPROVE

Check #201843


Cindy Benson – Fiscal Officer

COUNTY OF LANDER
BATTLE MOUNTAIN, NEVADA

VENDOR: 209714 PATRICIA YOUNG

DATE	INVOICE #	DESCRIPTION
1/21/2019	1901210005	AUSTIN EMS RUN

02/04/2019

201843

201843
AMOUNT
100.00

CHECK TOTAL

100.00

PLEASE DETACH AND FILE

Cindy Benson
Lander County Fiscal Officer

LANDER COUNTY COMMISSION MEETING

February 14, 2019

APPROVE

Check #201839


Cindy Benson – Fiscal Officer

COUNTY OF LANDER
BATTLE MOUNTAIN, NEVADA

201839

VENDOR: 210050 MARIANNA MCWILLIAMS

02/04/2019

201839

DATE	INVOICE #	DESCRIPTION	AMOUNT
1/17/2019	1/17/19	12 STANDBY AUSTIN EMS	50.00
1/18/2019	1/18/19	24 STANDBY AUSTIN EMS	100.00
1/19/2019	1/19/19	12 STANDBY AUSTIN EMS	50.00
1/20/2019	1/20/19	12 STANDBY AUSTIN EMS	50.00
1/24/2019	1/24/19	24 STANDBY AUSTIN EMS	100.00
1/25/2019	1/25/19	24 STANDBY AUSTIN EMS	100.00
1/26/2019	1/26/19	12 STANDBY AUSTIN EMS	50.00

CHECK TOTAL 500.00

PLEASE DETACH AND FILE

Cindy Benson
Lander County Fiscal Officer

LANDER COUNTY COMMISSION MEETING

February 14, 2019

APPROVE

Check #201836

Cindy Benson
Cindy Benson – Fiscal Officer

COUNTY OF LANDER
BATTLE MOUNTAIN, NEVADA

201836

VENDOR: 208847 KEITH WESTENGARD

02/04/2019

DATE	INVOICE #	DESCRIPTION
1/31/2019	1/28-29/19	TRAVEL REIMBURSEMENT-WATER CONFERENCE-RENO

201836
AMOUNT
335.24

CHECK TOTAL

335.24

PLEASE DETACH AND FILE

Cindy Benson
Lander County Fiscal Officer

LANDER COUNTY COMMISSION MEETING

February 14, 2019

APPROVE

Check #201835

Cindy Benson
Cindy Benson – Fiscal Officer

COUNTY OF LANDER
BATTLE MOUNTAIN, NEVADA

VENDOR: 210217 JAUNITA MCKEEN

DATE	INVOICE #	DESCRIPTION
1/21/2019	1901210005	AUSTIN EMS RUN

201835

02/04/2019

201835
AMOUNT
100.00

CHECK TOTAL

100.00

PLEASE DETACH AND FILE

Cindy Benson
Lander County Fiscal Officer

LANDER COUNTY COMMISSION MEETING

February 14, 2019

APPROVE

Check #201829

Cindy Benson
Cindy Benson – Fiscal Officer

COUNTY OF LANDER
BATTLE MOUNTAIN, NEVADA

VENDOR: 209906 DEBORAH CARDOZA

DATE	INVOICE #	DESCRIPTION
1/21/2019	1901210005	AUSTIN EMS RUN

02/04/2019

201829

201829
AMOUNT
100.00

CHECK TOTAL

100.00

PLEASE DETACH AND FILE

Cindy Benson
Lander County Fiscal Officer

LANDER COUNTY COMMISSION MEETING

February 14, 2019

APPROVE

Check #201828


Cindy Benson – Fiscal Officer

COUNTY OF LANDER
BATTLE MOUNTAIN, NEVADA

VENDOR: 000624 BUSINESS CARD

DATE	INVOICE #	DESCRIPTION
1/24/2019	12/25/18-1/24/19	CC STATEMENT - 2515

02/04/2019

201828

201828
AMOUNT
2,017.63

CHECK TOTAL

2,017.63

PLEASE DETACH AND FILE

Cindy Benson
Lander County Fiscal Officer

LANDER COUNTY COMMISSION MEETING

February 14, 2019

APPROVE

Check #201826

Cindy Benson
Cindy Benson – Fiscal Officer

COUNTY OF LANDER
BATTLE MOUNTAIN, NEVADA

VENDOR: 208669 ACTN

DATE	INVOICE #
1/31/2019	5/6/2010

DESCRIPTION
MEMBERSHIP DUES FOR JUSTI JOHNSON

201826

02/04/2019

201826
AMOUNT
40.00

CHECK TOTAL

40.00

PLEASE DETACH AND FILE

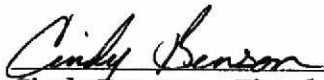
Cindy Benson
Lander County Fiscal Officer

LANDER COUNTY COMMISSION MEETING

February 14, 2019

APPROVE

Check #201864



Cindy Benson – Fiscal Officer

COUNTY OF LANDER
BATTLE MOUNTAIN, NEVADA

VENDOR: 210224 PEGGY RENEE SURLA

DATE	INVOICE #
2/7/2019	1/28/19-2/1/19

DESCRIPTION
TEMP ELECTION

02/07/2019

201864

201864
AMOUNT
630.04

CHECK TOTAL

630.04

PLEASE DETACH AND FILE

Cindy Benson
Lander County Fiscal Officer



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

DATE

Cindy Benson
Fiscal Officer

01-31-19

LANDER COUNTY COMMISSION MEETING

February, 14, 2019

RATIFY

SUBMITTED EXPENDITURES IN THE AMOUNT OF \$111,238.92

From Check #201748 thru #201792

50 State Route 305 < > Battle Mountain, NV 89820
Phone: (775) 635-2573 < > Fax: (775) 635-9256

Check Register

Lander County, NV

Packet: APPKT00007 - 01/31/2019 - COMMISSION

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP POOL OPERATING-AP POOL OPERATING						
209250	ACFSA	01/31/2019	Regular	0.00	144.00	201748
<u>Payable #</u>	<u>Payable Type</u>	<u>Payable Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Project Account Key</u>	<u>Item Description</u>	<u>Dist Amount</u>		
20471	Invoice	01/02/2019	MEMBERSHIP DUES 2019 M. YOUNG	0.00	144.00	
001-013-53940	TRAVEL AND TRAINING		MEMBERSHIP DUES 2019		144.00	
001836	ADOLF KIEFER & ASSOCIATES	01/31/2019	Regular	0.00	663.13	201749
<u>Payable #</u>	<u>Payable Type</u>	<u>Payable Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Project Account Key</u>	<u>Item Description</u>	<u>Dist Amount</u>		
771719	Invoice	01/02/2019	SPINEBOARD (PARTIAL)	0.00	663.13	
052-055-59950	MISCELLANEOUS		SPINEBOARD (PARTIAL)		663.13	
209529	ALL SEASONS MOBILE LOCK SERVICE	01/31/2019	Regular	0.00	880.50	201750
<u>Payable #</u>	<u>Payable Type</u>	<u>Payable Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Project Account Key</u>	<u>Item Description</u>	<u>Dist Amount</u>		
8084	Invoice	01/18/2019	11 DUP KEYS/6 ORIGINAL KEYS/1 KNOBSE	0.00	880.50	
001-009-53560	MAINTENANCE/CONTRA		11 DUP KEYS/6 ORIGINAL		880.50	
208866	AMPED-OUT-ELECTRICAL, LLC	01/31/2019	Regular	0.00	1,287.84	201751
<u>Payable #</u>	<u>Payable Type</u>	<u>Payable Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Project Account Key</u>	<u>Item Description</u>	<u>Dist Amount</u>		
3219	Invoice	01/15/2019	BATHROOM FANS - BM COURTHOUSE	0.00	85.00	
001-009-53560	MAINTENANCE/CONTRA		BATHROOM FANS - BM CO		85.00	
3221	Invoice	01/16/2019	RUNWAY LIGHTS - BM AIRPORT	0.00	340.00	
001-009-53560	MAINTENANCE/CONTRA		RUNWAY LIGHTS - BM A/R		340.00	
3222	Invoice	01/22/2019	LC KIDS CLUB / CIVIC CENTER	0.00	412.84	
001-009-53560	MAINTENANCE/CONTRA		LC KIDS CLUB / CIVIC CENT		412.84	
3223	Invoice	01/18/2019	LC KIDS CLUB / CIVIC CENTER / 150 W 3R	0.00	450.00	
001-009-53560	MAINTENANCE/CONTRA		LC KIDS CLUB / CIVIC CENT		450.00	
208959	ANNA PENOLA	01/31/2019	Regular	0.00	230.00	201752
<u>Payable #</u>	<u>Payable Type</u>	<u>Payable Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Project Account Key</u>	<u>Item Description</u>	<u>Dist Amount</u>		
ADVANCE MEALS	Invoice	01/22/2019	EDUCODE TRAINING LAS VEGAS - 3/11/19	0.00	230.00	
001-008-53940	TRAVEL AND TRAINING		EDUCODE TRAINING LAS V		230.00	
003038	BURNS FUNERAL HOME	01/31/2019	Regular	0.00	1,175.00	201753
<u>Payable #</u>	<u>Payable Type</u>	<u>Payable Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Project Account Key</u>	<u>Item Description</u>	<u>Dist Amount</u>		
11/14/18	Invoice	01/03/2019	GREGORY, VERNON	0.00	1,175.00	
001-012-53170	CORONERS EXPENSE		GREGORY, VERNON		1,175.00	
003642	CARSON DODGE CHRYSLER INC	01/31/2019	Regular	0.00	38,270.25	201754
<u>Payable #</u>	<u>Payable Type</u>	<u>Payable Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Project Account Key</u>	<u>Item Description</u>	<u>Dist Amount</u>		
3642A	Invoice	01/15/2019	2018 RAM 2500	0.00	38,270.25	
029-000-54010	NEW FIXED ASSETS		2018 RAM 2500		38,270.25	
207577	CLARK STORE ALL	01/31/2019	Regular	0.00	4,625.00	201755

Check Register

Packet: APPKT00007-01/31/2019 - COMMISSION

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
841672	Invoice	01/11/2019	DOUBLE DOOR CONEX BOX 8X8X20	0.00	4,625.00	
052-055-54010		NEW FIXED ASSETS			4,625.00	
207839	D & D PLUMBING, INC.	01/31/2019	Regular	0.00	1,725.00	201756
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1901035	Invoice	12/30/2018	BUILDING MAINT.	0.00	1,725.00	
001-013-53560		MAINTENANCE/CONTRA			1,725.00	
209949	DESERT TRAILS VETERINARY SERVICE	01/31/2019	Regular	0.00	300.00	201757
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
10537	Invoice	12/20/2018	SPAY/NEUTER VOUCHER VC709033 (HUN	0.00	50.00	
001-014-53903		FERAL CAT PROGRAM			50.00	
10538	Invoice	12/19/2018	SPAY/NEUTER VOUCHER VC709034 (BLAD	0.00	50.00	
001-014-53903		FERAL CAT PROGRAM			50.00	
10539	Invoice	12/19/2018	SPAY/NEUTER VOUCHER VC709036 (LILY)	0.00	50.00	
001-014-53903		FERAL CAT PROGRAM			50.00	
10694	Invoice	01/02/2019	SPAY/ NEUTER VOUCHER VC703733 (MO	0.00	75.00	
001-014-53905		SPAY PROGRAM			75.00	
10695	Invoice	01/02/2019	SPAY/NEUTER VOUCHER VC703731 (JAX)	0.00	75.00	
001-014-53905		SPAY PROGRAM			75.00	
002996	ECOLAB	01/31/2019	Regular	0.00	106.55	201758
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2180925	Invoice	01/11/2019	MACHINE RENTAL FEE	0.00	106.55	
001-013-53740		PRISONERS SUPPLY			106.55	
208699	FRANK WHITMAN	01/31/2019	Regular	0.00	292.32	201759
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1/11/19	Invoice	01/11/2019	FUEL REIMBURSEMENT - PLUAC CNRWA	0.00	127.60	
001-001-53965		ADVANCED BOARD TRA			127.60	
1/15/19	Invoice	01/15/2019	FUEL REIMBURSEMENT - PLUAC WINNEM	0.00	164.72	
001-001-53965		ADVANCED BOARD TRA			164.72	
004463	GEM ST. PAPER & SUPPLY CO	01/31/2019	Regular	0.00	1,051.60	201760
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1290757	Invoice	01/17/2019	SANITARY NAPKIN RECEPTACLE WALL MO	0.00	99.57	
001-009-59260		JANITORIAL			99.57	
1291595	Invoice	01/10/2019	STRIP PAD HIGH PRO 20" BLK 5/CS	0.00	111.68	
001-013-53700		PRISONERS MEALS			111.68	
1291598	Invoice	01/10/2019	SPRAY BOTTLE/TRIGGER	0.00	41.04	
001-013-53700		PRISONERS MEALS			41.04	
1292566	Invoice	01/10/2019	PURELL FOAM SANITIZER	0.00	41.15	
052-055-59260		JANITORIAL			41.15	
1293069	Invoice	01/10/2019	BATH TISSUE 2PLY	0.00	102.69	
001-013-53700		PRISONERS MEALS			102.69	
1293531	Invoice	01/24/2019	AA LITHIUM BATTERIES 24/PK	0.00	287.70	
001-009-59260		JANITORIAL			287.70	
1294303	Invoice	01/24/2019	COPY PAPER	0.00	188.16	
001-001-53920		SERVICE AND SUPPLIES			94.08	
001-007-53920		SERVICE AND SUPPLIES			94.08	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1294304	Invoice	01/17/2019	TOWELS/TISSUE/ETC JANITOR SUPPLIES	0.00	179.61	
001-009-59260	JANITORIAL		TOWELS/TISSUE/ETC JANI		179.61	
002956	GLOBAL EQUIPMENT CO., INC	01/31/2019	Regular	0.00	121.90	201761
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
113697150	Invoice	01/09/2019	BOSS MESH BACK OFFICE CHAIR	0.00	121.90	
052-055-59260	JANITORIAL		BOSS MESH BACK OFFICE		121.90	
002956	GLOBAL EQUIPMENT CO., INC	01/31/2019	Regular	0.00	1,095.95	201762
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
113691940	Invoice	01/08/2019	SHOWER/DRESSING AREA-ELECTRONIC L	0.00	1,095.95	
052-055-59260	JANITORIAL		SHOWER/DRESSING AREA-		1,095.95	
001802	JEFF'S DIGITEX PRINTING	01/31/2019	Regular	0.00	72.05	201763
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
53280	Invoice	01/15/2019	BUSINESS CARDS	0.00	72.05	
001-003-53920	SERVICE AND SUPPLIES		BUSINESS CARDS		72.05	
001096	KEYSTONE VETERINARY HOSPITAL	01/31/2019	Regular	0.00	150.00	201764
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
126525	Invoice	01/08/2019	SPAY/NEUTER PROGRAM VC712087 (DUS	0.00	50.00	
001-014-53903	FERAL CAT PROGRAM		SPAY/NEUTER PROGRAM		50.00	
126573	Invoice	01/10/2019	SPAY/NEUTER PROGRAM VC697688 (BIN	0.00	50.00	
001-014-53903	FERAL CAT PROGRAM		SPAY/NEUTER PROGRAM		50.00	
126574	Invoice	01/10/2019	SPAY/NEUTER PROGRAM VC697689 (PAN	0.00	50.00	
001-014-53903	FERAL CAT PROGRAM		SPAY/NEUTER PROGRAM		50.00	
209742	LANDER HARDWARE LLC	01/31/2019	Regular	0.00	329.81	201765
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
637767/145500	Invoice	01/18/2019	BIT DRILL GLASS & TILE	0.00	19.54	
001-009-53560	MAINTENANCE/CONTRA		BIT DRILL GLASS & TILE		19.54	
637842/145500	Invoice	01/22/2019	TUBE/VALVE/ADAPTERS	0.00	37.11	
001-009-59260	JANITORIAL		TUBE/VALVE/ADAPTERS		37.11	
637848/145500	Invoice	01/22/2019	ELBOW/ADAPTERS	0.00	6.48	
001-009-59260	JANITORIAL		ELBOW/ADAPTERS		6.48	
637851/145500	Credit Memo	01/22/2019	ADAPTERS/ELBOWS/GREASE FAUCET	0.00	-2.48	
001-009-59260	JANITORIAL		ADAPTERS/ELBOWS/GREA		-2.48	
637880/145500	Invoice	01/23/2019	TUBE THERM BLK/WHIT	0.00	7.17	
001-009-59260	JANITORIAL		TUBE THERM BLK/WHIT		7.17	
637888/145500	Invoice	01/24/2019	STEP LADDER 4' ALUMTYPE	0.00	49.99	
001-009-59260	JANITORIAL		STEP LADDER 4' ALUMTYP		49.99	
637891/145500	Invoice	01/24/2019	BOLT SET TOILET	0.00	7.99	
001-009-59260	JANITORIAL		BOLT SET TOILET		7.99	
637897/145500	Invoice	01/24/2019	SUPPLIES	0.00	33.45	
001-009-59260	JANITORIAL		SUPPLIES		33.45	
637901/145500	Invoice	01/24/2019	SUPPLIES	0.00	8.99	
001-009-59260	JANITORIAL		SUPPLIES		8.99	
637904/145500	Invoice	01/24/2019	EXTENDER KIT/PVC	0.00	21.58	
001-009-59260	JANITORIAL		EXTENDER KIT/PVC		21.58	
637906/145500	Invoice	01/24/2019	SUPPLIES	0.00	6.99	
001-009-59260	JANITORIAL		SUPPLIES		6.99	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
637908/145500	Invoice	01/24/2019	GASKET TOILET NO-SEEP/RING FLANGE T	0.00	21.74	
001-009-59260	JANITORIAL		GASKET TOILET NO-SEEP/R		21.74	
637911/145500	Invoice	01/24/2019	FILLER/GLUE COLD WELD	0.00	10.07	
001-009-59260	JANITORIAL		FILLER/GLUE COLD WELD		10.07	
637922/145500	Invoice	01/25/2019	BIT DRILL	0.00	21.23	
001-009-59260	JANITORIAL		BIT DRILL		21.23	
637934/145500	Invoice	01/25/2019	SHWRHEAD FIXED MOUNT/WALLMNT	0.00	79.96	
001-009-59260	JANITORIAL		SHWRHEAD FIXED MOUNT		79.96	
209701	LP INSURANCE SERVICES, INC	01/31/2019	Regular	0.00	2,800.00	201766
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
364673	Invoice	01/15/2019	MARCH INSURANCE INSTALLMENT	0.00	2,800.00	
001-005-59205	PROFESSIONAL SERVICES		MARCH INSURANCE INSTA		2,800.00	
209508	RUBIOS CAR WASH	01/31/2019	Regular	0.00	143.96	201767
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
2023	Invoice	01/04/2019	OCT/DEC VEHICLE CAR WASHES	0.00	143.96	
001-012-53880	REPAIR & MAINTENANC		OCT/DEC VEHICLE CAR WA		143.96	
207431	MOTOROLA SOLUTIONS, INC.	01/31/2019	Regular	0.00	3,524.70	201768
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
16031857	Invoice	01/11/2019	RADIO - BM FIRE TRUCK FA-20	0.00	3,524.70	
056-000-54010	NEW FIXED ASSETS		RADIO - BM FIRE TRUCK F		3,524.70	
209979	NAPA AUTO PARTS	01/31/2019	Regular	0.00	1,689.23	201769
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
351827/52703	Invoice	01/10/2019	WRENCHES/FILTER/NUTS/WASHERS/SCR	0.00	512.87	
002-065-53880	REPAIR & MAINTENANC		WRENCHES/FILTER/NUTS/		512.87	
351829/52703	Invoice	01/10/2019	PRIMARY WIRE/TURBOCHARGER TUBE KI	0.00	1,153.89	
002-065-53880	REPAIR & MAINTENANC		PRIMARY WIRE/TURBOCH		1,153.89	
351830/52703	Invoice	01/10/2019	1 QT-50:1 PRE MIX	0.00	22.47	
002-065-53360	GAS AND OIL		1 QT-50:1 PRE MIX		22.47	
002630	NORCO, INC.	01/31/2019	Regular	0.00	275.80	201770
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
25373880/ATEM	Invoice	12/18/2018	CARBON DIOXIDE	0.00	195.80	
052-055-53920	SERVICE AND SUPPLIES		CARBON DIOXIDE		195.80	
25470432/ATEM	Invoice	12/31/2018	CARBOMISER	0.00	80.00	
052-055-53920	SERVICE AND SUPPLIES		CARBOMISER		80.00	
208748	NV DEPT. OF PUBLIC SAFETY	01/31/2019	Regular	0.00	3,368.06	201771
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
9-JAN-19	Invoice	01/10/2019	PSI PRODUCTION 3RD QUARTER FY19	0.00	3,368.06	
001-013-53069	STATE PSI INVESTIGATIO		PSI PRODUCTION 3RD QU		3,368.06	
209634	FLORES HEATING & AIR CONDITIONI	01/31/2019	Regular	0.00	196.00	201772
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
1273	Invoice	01/18/2019	5 GALLONS GLYCOL	0.00	196.00	
001-009-53560	MAINTENANCE/CONTRA		5 GALLONS GLYCOL		196.00	
209822	POINT S BATTLE MTN TIRE & AUTO	01/31/2019	Regular	0.00	187.95	201773

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1046004	Invoice	12/21/2018	UNIT 41	0.00	73.20	
001-012-53880		REPAIR & MAINTENANC			73.20	
1046428	Invoice	01/22/2019	RESCUE 2 AUSTIN	0.00	114.75	
001-016-53880		REPAIR & MAINTENANC			114.75	
209735	PRECISION DOCUMENT IMAGING	01/31/2019	Regular	0.00	6,134.00	201774
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
201932	Invoice	01/18/2019	ANNUAL SUPPORT 2/1/19 - 1/31/20	0.00	2,090.00	
001-002-53560		MAINTENANCE/CONTRA		ANNUAL SUPPORT 2/1/19	2,090.00	
201935	Invoice	01/23/2019	ANNUAL HARDWARE & SOFTWARE SUPP	0.00	2,985.00	
001-010-53560		MAINTENANCE/CONTRA		ANNUAL HARDWARE & SO	2,985.00	
201936	Invoice	01/23/2019	ANNUAL SUPPORT RENEWAL	0.00	1,059.00	
001-010-53560		MAINTENANCE/CONTRA		ANNUAL SUPPORT RENEW	1,059.00	
209366	PROGRESSIVE PEST MANAGEMENT	01/31/2019	Regular	0.00	395.00	201775
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
200747	Invoice	01/07/2019	PEST CONTROL	0.00	275.00	
001-013-53920		SERVICE AND SUPPLIES		PEST CONTROL	275.00	
200753	Invoice	01/07/2019	PEST CONTROL	0.00	120.00	
001-014-53920		SERVICE AND SUPPLIES		PEST CONTROL	120.00	
210215	QT PETROLEUM ON DEMAND LLC	01/31/2019	Regular	0.00	945.00	201776
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
73589	Invoice	12/28/2018	BASE NETWORK ACCESS & SUPPORT AGR	0.00	945.00	
012-066-53880		REPAIR & MAINTENANC		BASE NETWORK ACCESS &	945.00	
003201	QUILL CORP	01/31/2019	Regular	0.00	198.01	201777
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
C1916052	Invoice	01/08/2019	SEE ATTACHED	0.00	198.01	
001-023-53920		SERVICE AND SUPPLIES		4149243 - CALCULATOR/S	103.04	
001-023-53920		SERVICE AND SUPPLIES		4195024 - 6PC BLK STEEL	34.49	
001-023-53920		SERVICE AND SUPPLIES		4103632 - 2019 CALEND	8.99	
001-023-53920		SERVICE AND SUPPLIES		4098748 - ELECTRIC HEATE	51.49	
003201	QUILL CORP	01/31/2019	Regular	0.00	316.34	201778
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
C6661576	Invoice	01/03/2019	SEE ATTACHED	0.00	316.34	
002-065-53920		SERVICE AND SUPPLIES		3821553 - CALENDARS/PE	269.24	
002-065-53920		SERVICE AND SUPPLIES		3864578 - DAILY TIME TIC	47.10	
003201	QUILL CORP	01/31/2019	Regular	0.00	61.81	201779
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
C572752	Invoice	01/08/2019	SEE ATTACHED	0.00	61.81	
001-002-53920		SERVICE AND SUPPLIES		4148970 - CALC SPOOL 6P	33.23	
001-002-53920		SERVICE AND SUPPLIES		4153856 - NAMEPLATES	28.58	
207267	RECORDERS ASSOC OF NEVADA	01/31/2019	Regular	0.00	75.00	201780

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
2019	Invoice	01/23/2019	MEMBERSHIP DUES NOTICE	0.00	75.00	
001-010-53260		DUES AND SUBSCRIPTIO	MEMBERSHIP DUES NOTIC		75.00	
210043	RHP MECHANICAL SYSTEMS	01/31/2019	Regular	0.00	630.00	201781
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
526603	Invoice	01/18/2019	REC CENTER PLANNED SERVICE	0.00	630.00	
001-009-53560		MAINTENANCE/CONTRA	REC CENTER PLANNED SER		630.00	
000700	ST OF NEVADA	01/31/2019	Regular	0.00	7.00	201782
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
REGISTRATION	Invoice	01/17/2019	2018 RAM 2500	0.00	7.00	
002-065-53920		SERVICE AND SUPPLIES	2018 RAM 2500		7.00	
207606	STATE OF NEVADA DPS-RCC	01/31/2019	Regular	0.00	72.50	201783
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
48983/880205	Invoice	01/02/2019	FINGER PRINTS	0.00	72.50	
001-012-53920		SERVICE AND SUPPLIES	FINGER PRINTS		72.50	
003697	STATEFIRE DC SPECIALTIES	01/31/2019	Regular	0.00	75.00	201784
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
NVMON0000021	Invoice	01/15/2019	MONITORING OF SECURITY ALARM SYSTE	0.00	75.00	
001-009-53919		SERVICES CONTRACT	MONITORING OF SECURIT		75.00	
207717	SUMMIT ENGINEERING CORP.	01/31/2019	Regular	0.00	26,527.93	201785
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
44198	Invoice	01/21/2019	PRJCT: 1-29735 TOWN OF AUSTIN SURVE	0.00	1,555.00	
029-000-54010		NEW FIXED ASSETS	PRJCT: 1-29735 TOWN OF		1,555.00	
44219	Invoice	01/21/2019	PRJCT:1-30697 BM LEVEE CONST. DOCS F	0.00	24,972.93	
055-000-54018		BATTLE MTN FLOOD LE	PRJCT:1-30697 BM LEVEE		24,972.93	
210052	SUNRISE PLUMBING &	01/31/2019	Regular	0.00	1,681.84	201786
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
22793	Invoice	01/08/2019	COMMERCIAL PLUMBING 2ND ST FIRE H	0.00	1,681.84	
001-009-53560		MAINTENANCE/CONTRA	COMMERCIAL PLUMBING		1,681.84	
208911	THE SIDWELL COMPANY	01/31/2019	Regular	0.00	1,475.00	201787
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
112623	Invoice	01/17/2019	MAPPING SERVICES FOR DEC 2018	0.00	1,475.00	
300-068-53920		SERVICE AND SUPPLIES	MAPPING SERVICES FOR D		1,475.00	
208034	TINA MARIE BISIAUX	01/31/2019	Regular	0.00	195.00	201788
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
12/29/19-1/13/1	Invoice	01/14/2019	PATCH CHANGES	0.00	195.00	
284-000-53920		SERVICE AND SUPPLIES	PATCH CHANGES		195.00	
004514	ULINE	01/31/2019	Regular	0.00	245.34	201789

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
104846733	Invoice	01/11/2019	WINDOW WASHER/SQUEEGEE/POLE/BU	0.00	245.34	
286-000-59360		JV ADMIN ASSESSMENT		WINDOW WASHER/SQUEE	245.34	
004466	WASHOE COUNTY	01/31/2019	Regular	0.00	1,149.30	201790
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
20321	Invoice	01/28/2019	VERNON, GREGORY	0.00	1,149.30	
001-012-53170		CORONERS EXPENSE		EXTERNAL EXAMINATION	950.00	
001-012-53170		CORONERS EXPENSE		TOXICOLOGY	113.00	
001-012-53170		CORONERS EXPENSE		TOXICOLOGY INTERPRETA	75.00	
001-012-53170		CORONERS EXPENSE		HANDLING & PROCESSING	11.30	
001343	WINNEMUCCA PUB. CO., INC.	01/31/2019	Regular	0.00	58.25	201791
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
3191/100401	Invoice	01/16/2019	HEMP - ADVERTISING	0.00	58.25	
001-005-53020		ADVERTISING		HEMP - ADVERTISING	58.25	
003668	YOUTH CORRECTIONAL SERV.	01/31/2019	Regular	0.00	6,290.00	201792
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SEY19-YPS-MC-Q	Invoice	12/04/2018	YOUTH PAROLE SRVCS SFY 2019	0.00	6,290.00	
001-022-53275		HUMBOLDT COUNTY CO		YOUTH PAROLE SRVCS SFY	6,290.00	

Bank Code AP POOL OPERATING Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	84	45	0.00	111,238.92
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	84	45	0.00	111,238.92

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	1/2019	111,238.92
			<u>111,238.92</u>

LANDER COUNTY COMMISSIONERS MEETING
2/14/2019

Agenda Item Number __1__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion only regarding the reintroduction of J.D. Heithoff and the company that he now represents, T-O Engineers to the commissioners, and all other matters properly related thereto.

Public Comment:

Background: J.D. Heithoff worked for Lander County for 7 years as the Senior Airport Engineer while working for another company.

Recommended Action: No action.



J.D. Heithoff, P.E.
Senior Airport Engineer

2471 S. Titanium Place
Meridian, ID 83642-6703

Phone: (208) 323-2288
Fax: (208) 323-2399
Cell: (208) 371-5971

jheithoff@to-engineers.com
www.to-engineers.com



Kevin Bissell, P.E.
Aviation Project Manager

1998 W. Judith Lane
Boise, ID 83705

Phone: (208) 433-1900
Cell: (208) 921-2738

kbissell@to-engineers.com
www.to-engineers.com



AVIATION SERVICES



T-O ENGINEERS



T-O ENGINEERS

T-O Engineers is a leading Northwest consulting, planning, engineering, and surveying firm serving Idaho, Wyoming, Utah, Nevada, Washington and Oregon. We provide our clients expertise in airport planning, airport business and operations, aviation and civil engineering, surveying, and construction administration services. Our experience working with all types of clients, including local governments, state and federal agencies, and private individuals, has shown us how to tailor our project approach to fit your specific needs.

When selecting T-O Engineers for your Airport Professional Services, you have access to a team with dedicated, in-house capabilities and extensive experience. Our team provides responsive engineering services to airports throughout the Northwest. We take pride in planning and developing implementation strategies, together with you and the FAA, that help you achieve your goals.





AVIATION EXPERTISE

For more than 30 years T-O has gained wide ranging experience while expanding its full suite of aviation services to general aviation and air carrier airports, along with other aviation clients. Personalized attention, close coordination and effective communication with you and the governing agencies, is the foundation of our client services



AVIATION ENGINEERING & DESIGN

- Runways
- Taxiways
- Taxilanes
- Aprons
- Pavement Maintenance
- Storm Drainage Analysis & Design
- Utility Relocation & Extensions
- Technical Specifications
- Contract Documents
- Roadways
- Irrigation Canal Relocation



AVIATION PLANNING

- Master Plan Updates
- Airport Layout Plans
- Heliport/Helicopter Operation Planning
- Terminal/Hanger Development Planning
- CIP Development
- Project Formulation/ Alternatives Analysis
- Site Selection Studies
- AGIS Survey Coordination
- FAA Flight Procedures Office Coordination
- AWOS Siting
- Environmental Services



OTHER SERVICES

- Equipment Procurement
- Land Acquisition
- Obstruction Removal
- Airfield Lighting
- Survey
- NAVAIDS
- Security Fencing and Access Controls
- Construction Inspection
- Construction Management
- Noise Abatement
- Obstruction Lighting
- DBE Planning and Compliance
- Business/Industrial/ Commercial Park Development
- PFC Assistance
- Marketing Materials
- FAA/ADO Coordination
- Airport Management





OTHER SERVICES

T-O Engineers' mission is to provide quality, responsive, and trusted solutions to our clients while enhancing the communities in which we live and work.

Our full service capabilities offer you the expertise you need for almost any project. Additional information is available upon request.

TRANSPORTATION



GEOSPATIAL



SURVEYING



LAND DEVELOPMENT



LANDSCAPE ARCHITECTURE



WASTEWATER



MUNICIPAL



WATER RESOURCE



ENVIRONMENTAL



CONSTRUCTION MANAGEMENT





T-O ENGINEERS

T-O Engineers is a multi-disciplined consulting, planning and engineering firm with expertise in aviation, transportation, water and wastewater systems, storm-water management, utility rate studies, funding assistance, survey, and construction administration services. We have experience working with cities, districts, counties and private utilities throughout the Northwest. We provide you with responsive service and will build a long term relationship to help you achieve your project goals.

We currently employ over 130 professionals and maintain offices in Meridian, Boise, Nampa, and Coeur d'Alene, Idaho as well as Cody, Wyoming, Heber City, Utah, and Spokane, Washington. Our company offers the experience and capabilities of a large firm while providing the efficient and responsive service you expect from a local company.



T-O ENGINEERS

MERIDIAN OFFICE:

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Meridian, Idaho 83642
Phone:(208) 323-2288

SPOKANE OFFICE:

121 W. Pacific Avenue, Suite 200
Spokane, Washington 99201
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COEUR D'ALENE OFFICE:

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Coeur d'Alene, Idaho 83815
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Cody, Wyoming 82414
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2211 W. 3000 S., Suite B
Heber City, Utah 84032
Phone:(435) 315-3168

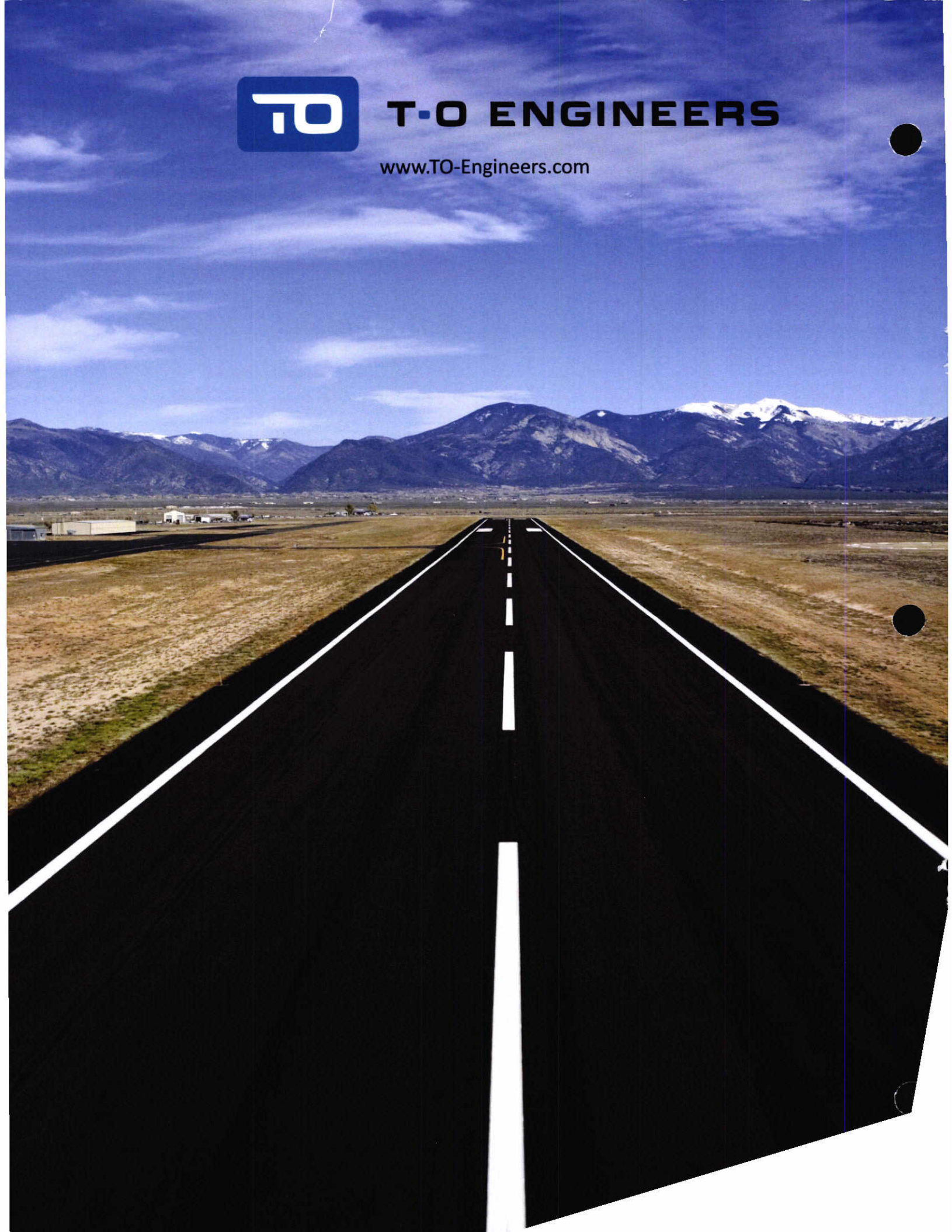
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332 N. Broadmore Way
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T-O ENGINEERS

www.TO-Engineers.com



LANDER COUNTY COMMISSIONERS MEETING
2/14/2019

Agenda Item Number 2

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove the purchase of two (2) Urban/Brush fire trucks in an amount not to exceed \$350,000.00 for the Battle Mountain Volunteer Fire Department, and to discuss whether the purchases should proceed pursuant to NRS 332- Purchasing: Local Government or pursuant to NRS 333- Purchasing: State, and all other matters properly related thereto.

Public Comment:

Background: Please see NRS 331 and 333 attached.

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
2/14/2019

Agenda Item Number __2__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove the purchase of two (2) Urban/Brush fire trucks in an amount not to exceed \$350,000.00 for the Battle Mountain Volunteer Fire Department, and to discuss whether the purchases should proceed pursuant to NRS 332- Purchasing: Local Government or pursuant to NRS 333- Purchasing: State, and all other matters properly related thereto.

Public Comment:

Background: Please see NRS 331 and 333 attached.

Recommended Action:



AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: 02/14/2019

NAME: Ron Unger REPRESENTING: Battle Mountain Volunteer Fire Dept.

ADDRESS: _____

PHONE (H): 775-374-0808 (W): _____ (FAX): _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: _____

WHO WILL BE ATTENDING THE MEETING: Self

JOB TITLE: Asst. Fire Chief

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: _____

Discussion and possible action regarding the funding and purchase of up to two fire trucks for the Battle Mountain Volunteer Fire Department and other matters properly related thereto.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? _____

Fund and approve the purchase of fire trucks.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST: ☒ YES ☐ NO
AMOUNT: \$350,000

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? ☒ YES ☐ NO
WHEN? 01/24/2019

WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING? ☒ YES ☐ NO

HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT HEAD?: ☒ YES ☐ NO

FOR REVIEW BY:

AIRPORT _____	DIST. ATTY. _____	SENIOR CTR. _____
AMBULANCE _____	EXE. DIR. _____	SHERIFF _____
ARGENTA J.P. _____	FIRE _____	SOCIAL SVC. _____
ASSESSOR _____	GOLF _____	TREASURER _____
AUSTIN J.P. _____	PUBLIC WORKS _____	W & S _____
CLERK _____	RECORDER _____	OTHER _____
COMM. DEVT. _____		

**THE EXECUTIVE DIRECTOR RESERVES THE RIGHT TO REJECT OR RECOMMEND
TABLING ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.**

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.....

Signature Field

Ron Unger

DATE: 02/05/2019

BOARD MEETS THE 2ND AND 4TH THURSDAY OF EACH MONTH
COMMISSION FAX (775) 635-5332

NRS 332.015 "Local government" defined.

1. For the purpose of this chapter, unless the context otherwise requires, "local government" means:

(a) Every political subdivision or other entity which has the right to levy or receive money from ad valorem taxes or other taxes or from any mandatory assessments, including counties, cities, towns, school districts and other districts organized pursuant to [chapters 244, 318, 318A, 379, 450, 474, 539, 541, 543 and 555](#) of NRS.

(b) The Las Vegas Valley Water District created pursuant to the provisions of chapter 167, Statutes of Nevada 1947, as amended.

(c) County fair and recreation boards and convention authorities created pursuant to the provisions of [NRS 244A.597 to 244A.655](#), inclusive.

(d) District boards of health created pursuant to the provisions of [NRS 439.362 or 439.370](#).

2. The term does not include the Nevada Rural Housing Authority.

(Added to NRS by [1975, 1536](#); A [1977, 536](#); [1995, 814](#); [2003, 2261](#); [2005, 2478](#); [2015, 1917, 2229](#); [2017, 2033, 2718](#))

ATTORNEY GENERAL'S OPINIONS.

Local Government Purchasing Act includes local governmental units which may levy or receive ad valorem taxes. By the terms of former [NRS 332.020](#) (cf. [NRS 332.015](#)), the Local Government Purchasing Act is to be broadly construed to include every type of local governmental unit, not specifically excluded, which has the right to levy or receive moneys from ad valorem taxes whether or not it actually does so. Since former [NRS 244.687](#) (cf. [NRS 244A.627](#)) authorizes the Las Vegas Convention Authority, through county commissioners, to levy and receive ad valorem taxes, it is governed by the Local Government Purchasing Act. [AGO 624 \(10-28-1969\)](#)

County law libraries are subject to Local Government Budget and Purchasing Acts. County law libraries organized under [NRS ch. 380](#) are subject to the Local Government Budget Act (now the Local Government Budget and Finance Act) and the Local Government Purchasing Act because they receive moneys from ad valorem taxes and therefore are "local governments" within the meaning of [NRS 354.474](#) and former [NRS 332.020](#) (cf. [NRS 332.015](#)). [AGO 149 \(19-23-1973\)](#)

For
Item #2

**PROCEDURES FOR LOCAL
GOVERNMENT PURCHASING****BIDDING PROCEDURES****NRS 332.039 Advertisements or requests for bid on contract.**

1. Except as otherwise provided by specific statute:

(a) A governing body or its authorized representative shall advertise all contract for which the estimated annual amount required to perform the contract exceed \$50,000.

(b) A governing body or its authorized representative may enter into a contract of any nature without advertising if the estimated annual amount required to perform the contract is \$50,000 or less.

(c) If the estimated annual amount required to perform the contract is more than \$25,000 but not more than \$50,000, requests for bids must be submitted or caused to be submitted by the governing body or its authorized representative to two or more persons capable of performing the contract, if available. The governing body or its authorized representative shall maintain a record of all requests for bids and all bids received for the contract for at least 7 years after the date of execution of the contract.

2. This section does not prohibit a governing body or its authorized representative from advertising for or requesting bids regardless of the estimated annual amount required to perform the contract.

(Added to NRS by 1993, 2553; A 1999, 1682; 2003, 667; 2005, 2551; 2007, 496)

NEVADA CASES.

Contract obtained through competitive bidding is void if it materially differs from contents of invitation to bid. Plaintiff in a breach of contract case in United States District Court alleged that its contract with a local government for the sale of personal property was valid though the contract materially differed from the invitation to bid. The U.S. District Court certified the question of whether a contract obtained through competitive bidding is void when it materially differs from the contents of the invitation to bid. The Nevada Supreme Court held that a local government must act within the limits of its power when forming contracts, and contracts whose terms materially differ from the terms of the invitation to bid (see NRS 332.039 and 332.045) exceed the local government's authority and are void. However, the terms of the advertisement and the terms of the bid or contract do not need to be identical. Only where a contract contains substantial variations from bidding specifications is the contract void. In addition, the Court held that it is the burden of the private entity who enters into a contract with a local government to assure compliance with the terms of the invitation to bid. *Orio Portfolio Servs. 2 v. Clark County*, 126 Nev. 397, 245 P.3d 527 (2010)

NRS 332.045 Advertisement to be by notice to bid; publication; content of notice. [Effective through June 30, 2018.]

1. The advertisement required by paragraph (a) of subsection 1 of NRS 332.039 must be by notice to bid and must be published:

(a) In a newspaper qualified pursuant to chapter 238 of NRS that has a general circulation within the county wherein the local government, or a major portion thereof, is situated at least once and not less than 7 days before the opening of bids and

(b) On the Internet website of the local government, if the local government maintains an Internet website, every day for not less than 7 days before the opening of bids.

2. The notice must state:

(a) The nature, character or object of the contract.

(b) If plans and specifications are to constitute part of the contract, where the plans and specifications may be seen.

- (c) The time and place where bids will be received and opened.
 - (d) Such other matters as may properly pertain to giving notice to bid.
- (Added to NRS by 1975, 1536; A 1979, 172; 1983, 1659; 1993, 2554; 1999, 6; 2003, 667; 2005, 2552; 2011, 1863)

CROSS REFERENCES.

Legal notices and advertisements, NRS ch. 238

ADA CASES.

Contract obtained through competitive bidding is void if it materially differs from contents of invitation to bid. Plaintiff in a breach of contract case in United States District Court alleged that its contract with a local government for the sale of personal property was valid though the contract materially differed from the invitation to bid. The U.S. District Court certified the question of whether a contract obtained through competitive bidding is void when it materially differs from the contents of the invitation to bid. The Nevada Supreme Court held that a local government must act within the limits of its power when forming contracts, and acts whose terms materially differ from the terms of the invitation to bid (see NRS 332.039 and 332.045) are void. The local government's authority and are void. However, the terms of the advertisement and the terms of the contract do not need to be identical. Only where a contract contains substantial variations from bidding specifications is the contract void. In addition, the Court held that it is the burden of the private entity who enters a contract with a local government to assure compliance with the terms of the invitation to bid. *Orion Oilco Servs. 2 v. Clark County*, 126 Nev. 397, 245 P.3d 527 (2010)

ORNEY GENERAL'S OPINIONS.

Purchase of group insurance by governing body of political subdivision is not subject to competitive bidding. The purchase of group insurance covering employees by a governing body of a political subdivision is not subject to the requirement of competitive bidding under former NRS 332.040 (cf. NRS 332.045) because it involves intangible factors of service and confidence. AGO 633 (1-22-1970)

NRS 332.045 Advertisement to be by notice to bid; publication; contents of notice. [Effective July 1, 2018.]

1. The advertisement required by paragraph (a) of subsection 1 of NRS 332.039 shall be by notice to bid and must be published:

a) In a newspaper qualified pursuant to chapter 238 of NRS that has a general circulation within the county wherein the local government, or a major portion thereof, is situated at least once and not less than 7 days before the opening of bids;

b) On the Internet website of the local government, if the local government maintains an Internet website, every day for not less than 7 days before the opening of bids.

2. The notice must state:

a) The nature, character or object of the contract.

b) If plans and specifications are to constitute part of the contract, where the plans and specifications may be seen.

c) The time and place where bids will be received and opened.

d) That a written certification is a required part of the contract pursuant to subsection 2 of NRS 332.065.

e) Such other matters as may properly pertain to giving notice to bid.

(Added to NRS by 1975, 1536; A 1979, 172; 1983, 1659; 1993, 2554; 1999, 6; 2003, 667; 2005, 2552; 2011, 1863; 2017, 1611, effective July 1, 2018)

NRS 332.047 On-line bidding.

1. A governing body or its authorized representative may use on-line bidding to receive bids submitted in response to a request for bids. The governing body or its authorized representative shall not use on-line bidding as the exclusive means of receiving bids for the request for bids.

2. A request for bids for which bids may be submitted pursuant to subsection 1 shall designate a date and time at which bids may be submitted and may designate a date and time after which bids will no longer be received.

3. A governing body or its authorized representative may require bidders to:

- (a) Register before the date and time at which bids may be submitted; and
- (b) Agree to terms, conditions or requirements of the request for bids to facilitate on-line bidding.

4. The procedures established by a governing body or its authorized representative for the purposes of conducting on-line bidding must not conflict with the provisions of this chapter.

5. As used in this section, "on-line bidding" means a process by which bidder submit bids for a contract on a secure website on the Internet or its successor, if any which is established and maintained for that purpose.

(Added to NRS by 2001, 1314; A 2005, 2552)

NRS 332.061 Limitation on disclosure of proprietary information and a bid containing provision requiring negotiation or evaluation.

1. Except as otherwise provided in this subsection and NRS 239.0115 proprietary information does not constitute public information and is confidential. A person shall not disclose proprietary information unless:

(a) The disclosure is made for the purpose of a civil, administrative or criminal investigation or proceeding; and

(b) The person receiving the information represents in writing that protections exist under applicable law to preserve the integrity, confidentiality and security of the information.

2. A bid which contains a provision that requires negotiation or evaluation by the governing body or an evaluator may not be disclosed until the bid is recommended for the award of a contract.

(Added to NRS by 1995, 1731; A 2001, 1315; 2005, 2553; 2007, 2088)

NRS 332.065 Award of contract for which bids have been advertised or requested: Lowest responsive and responsible bidder; preference given to recycled products; reawarding contract. [Effective through June 30, 2018.]

1. If a governing body or its authorized representative has advertised for or requested bids in letting a contract, the governing body or its authorized representative must, except as otherwise provided in subsection 2, award the contract to the lowest responsive and responsible bidder. The lowest responsive and responsible bidder may be judged on the basis of:

(a) Price;

(b) Conformance to specifications;

(c) Qualifications;

(d) Past performance;

(e) Performance or delivery date;

(f) Quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of the contract;

(g) The best interests of the public; and

(h) Such other criteria as may be set forth by the governing body or its authorized representative in the advertisement or request for bids, as applicable, that pertains to the contract.

2. The governing body or its authorized representative:

(a) Shall give preference to recycled products if:

(1) The product meets the applicable standards;

(2) The product can be substituted for a comparable nonrecycled product

and

(3) The product costs no more than a comparable nonrecycled product.

- (b) May give preference to recycled products if:
 - (1) The product meets the applicable standards;
 - (2) The product can be substituted for a comparable nonrecycled product;
 - (3) The product costs no more than 5 percent more than a comparable recycled product.
- (c) May purchase recycled paper products if the specific recycled paper product

- (1) Available at a price which is not more than 10 percent higher than that of products made from virgin material;
- (2) Of adequate quality; and
- (3) Available to the purchaser within a reasonable period.

3. If after the lowest responsive and responsible bidder has been awarded the contract, during the term of the contract he or she does not supply goods or services in accordance with the bid specifications, or if he or she repudiates the contract, the governing body or its authorized representative may reaward the contract to the next lowest responsive and responsible bidder without requiring that new bids be submitted. Reawarding the contract to the next lowest responsive and responsible bidder is not a waiver of any liability of the initial bidder awarded the contract.

4. As used in this section:

(a) "Postconsumer waste" means a finished material which would normally be disposed of as a solid waste having completed its life cycle as a consumer product.

(b) "Recycled paper product" means all paper and wood-pulp products containing in some combination at least 50 percent of its total weight:

- (1) Postconsumer waste; and
- (2) Secondary waste, but does not include fibrous waste generated during the manufacturing process such as fibers recovered from wastewater or trimmings of paper machine rolls, wood chips, sawdust or other wood residue from a manufacturing process.

(c) "Secondary waste" means fragments of products or finished products of a manufacturing process which has converted a virgin resource into a commodity of economic value.

(Added to NRS by 1975, 1537; A 1991, 375, 1673, 2191; 1999, 1683; 2001, 5; 2003, 618; 2005, 2553)

ADA CASES.

Writ of mandamus. Where a board of county commissioners issued invitations to bid for the erection and location of a billboard which implied that a bidder must hold a contractor's license, a petition by an unsuccessful bidder for a writ of mandamus was appropriate to contest the acceptance of the bid (see NRS 332.065) by the person who lacked this license as a variance from the specifications despite the discretion in awarding the responsibility of the bidder (see NRS 332.085). *Faust v. Donrey Media Group*, 95 Nev. 235, 591 P.2d 1152 (1979)

Compelling award. Where a board of county commissioners issued invitations to bid for the erection and location of a billboard which implied that a bidder must hold a contractor's license, the court properly denied a writ of mandamus to compel award of the contract (see NRS 332.065) to a bidder who held a license after awarding the award to a bidder who did not, because the purpose was to raise revenue rather than erect a structure for public purpose, the invitations were ambiguous and the purpose of the specifications is to assure fair competition among all bidders. *Faust v. Donrey Media Group*, 95 Nev. 235, 591 P.2d 1152 (1979)

Vacating award. Upon a petition by an unsuccessful bidder for a writ of mandamus to obtain an award of a contract, the court could order the award (see NRS 332.065) to the successful bidder vacated, because the question of its validity was necessarily related to determining whether the petitioner was entitled to a writ even though the writ was not issued, vacating the prior award made it possible for the petitioner to bid again if s/he was invited. *Faust v. Donrey Media Group*, 95 Nev. 235, 591 P.2d 1152 (1979)

NRS 332.065 Award of contract for which bids have been advertised or requested: Lowest responsive and responsible bidder; prohibition on entering certain contracts without certification relating to certain boycotts of Israel; preference given to recycled products; reawarding contract. [Effective July 1, 2018.]

1. If a governing body or its authorized representative has advertised for or requested bids in letting a contract, the governing body or its authorized representative must, except as otherwise provided in subsection 3, award the contract to the lowest responsive and responsible bidder. The lowest responsive and responsible bidder may be judged on the basis of:

- (a) Price;
- (b) Conformance to specifications;
- (c) Qualifications;
- (d) Past performance;
- (e) Performance or delivery date;
- (f) Quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of the contract;
- (g) The best interests of the public; and
- (h) Such other criteria as may be set forth by the governing body or its authorized representative in the advertisement or request for bids, as applicable, that pertains to the contract.

2. A governing body or its authorized representative shall not enter into a contract described in paragraph (a) of subsection 1 of NRS 332.039 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

3. The governing body or its authorized representative:

(a) Shall give preference to recycled products if:

- (1) The product meets the applicable standards;
- (2) The product can be substituted for a comparable nonrecycled product;

and

- (3) The product costs no more than a comparable nonrecycled product.

(b) May give preference to recycled products if:

- (1) The product meets the applicable standards;
- (2) The product can be substituted for a comparable nonrecycled product;

and

(3) The product costs no more than 5 percent more than a comparable nonrecycled product.

(c) May purchase recycled paper products if the specific recycled paper product is:

- (1) Available at a price which is not more than 10 percent higher than that of paper products made from virgin material;
- (2) Of adequate quality; and
- (3) Available to the purchaser within a reasonable period.

4. If after the lowest responsive and responsible bidder has been awarded the contract, during the term of the contract he or she does not supply goods or services in accordance with the bid specifications, or if he or she repudiates the contract, the governing body or its authorized representative may reaward the contract to the next lowest responsive and responsible bidder without requiring that new bids be submitted. Reawarding the contract to the next lowest responsive and responsible bidder is not a waiver of any liability of the initial bidder awarded the contract.

5. As used in this section:

(a) "Boycott of Israel":

(1) Means, except as otherwise provided in subparagraph (2), refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with:

- (I) Israel; or
- (II) A person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion.

(2) Does not include an action that is described in subparagraph (1) if the action:

- (I) Is based on a bona fide business or economic reason;
- (II) Is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or
- (III) Is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

(b) "Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

(c) "Postconsumer waste" means a finished material which would normally be disposed of as a solid waste having completed its life cycle as a consumer item.

(d) "Recycled paper product" means all paper and wood-pulp products containing in some combination at least 50 percent of its total weight:

- (1) Postconsumer waste; and
- (2) Secondary waste, but does not include fibrous waste generated during the manufacturing process, such as fibers recovered from wastewater or trimmings of paper machine rolls, wood chips, sawdust or other wood residue from a manufacturing process.

(e) "Secondary waste" means fragments of products or finished products of a manufacturing process which has converted a virgin resource into a commodity of economic value.

Added to NRS by 1975, 1537; A 1991, 375, 1673, 2191; 1999, 1683; 2001, 5; 2003, 618; 2005, 2553; 2017, 1610, 1611, effective July 1, 2018)

ISER'S NOTES.

The provisions of subsection 2 and paragraphs (a) and (b) of subsection 5 of NRS 332.065 are derived from NRS 332.065 of ch. 304, Stats. 2017.

Chapter 304, Stats. 2017, the source of subsection 2 and paragraphs (a) and (b) of subsection 5, contains a table not included in NRS, which reads as follows:

WHEREAS, The Nevada Legislature finds and declares that boycotts and related tactics have become a tool of economic warfare that threaten the sovereignty and security of key allies and trade partners of the United States; and

WHEREAS, The State of Israel is the most prominent target of such boycott activity, beginning with the Arab Boycott adopted in 1945, even before Israel's declaration of independence as the reestablished national homeland of the Jewish people; and

WHEREAS, Companies that refuse to deal with United States trade partners such as Israel, or entities that do business with or in such countries, make discriminatory decisions on the basis of national origin that impair those companies' commercial soundness; and

WHEREAS, It is the public policy of the United States, as enshrined in several federal acts, including 50 U.S.C. § 4607, to oppose such boycotts, and Congress has concluded as a matter of national trade policy that cooperation with Israel materially benefits United States companies and improves American competitiveness; and

WHEREAS, Israel in particular is known for its dynamic and innovative approach in many business sectors, and a company's decision to discriminate against Israel, Israeli entities or entities that do business with Israel or in Israel is an unsound business practice making the company an unduly risky contracting partner or vehicle for investment; and

WHEREAS, The State of Nevada seeks to implement the policy proposed in H.R. 825, which is pending before the 114th Session of Congress, of "examining a company's promotion or compliance with unsanctioned boycotts, divestment from or sanctions against Israel as part of its consideration awarding grants and contracts and supports the divestment of State assets from companies that support or promote actions to boycott, divest from, or sanction Israel";

NRS 332.068 Notice of protest of award of contract: Period for filing; contents; posting and disposition of bond or security; stay of action; immunity of governing body from liability to bidder.

1. A person who submits a bid on a contract that is required to be advertised pursuant to paragraph (a) of subsection 1 of NRS 332.039 may, after the bids are opened and within the period specified by the governing body or its authorized representative, file with the governing body or its authorized representative a notice of protest regarding the awarding of the contract.

2. A notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.

3. A person filing a notice of protest may be required by the governing body or its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:

(a) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or

(b) Two hundred fifty thousand dollars.

4. A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the governing body or its authorized representative on the protest.

5. A person who submits an unsuccessful bid may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.

6. A governing body or its authorized representative is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.

7. If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

(Added to NRS by 2005, 2551)

NRS 333.480 Purchase and acquisition of supplies, materials or equipment from vendor who has entered into agreement with General Services Administration or certain other governmental agencies; contractor's license required for agreement.

1. Except as otherwise provided in subsection 2, the Administrator may purchase or acquire on behalf of the State of Nevada, and all officers, departments, institutions, boards, commissions, schools and other agencies in the Executive Department of the State Government, volunteer fire departments, local governments as defined in [NRS 354.474](#), conservation districts or irrigation districts of the State of Nevada, any supplies, materials or equipment of any kind required or deemed advisable for the state officers, departments, institutions, boards, commissions, schools, volunteer fire departments and other agencies or local governments as defined in [NRS 354.474](#), conservation districts or irrigation districts that may be available pursuant to an agreement with a vendor who has entered into an agreement with the General Services Administration or another governmental agency dealing in supplies, materials, equipment or donable surplus material if:

(a) The prices for the supplies, materials or equipment negotiated in the agreement that the Administrator enters into with the vendor are substantially similar to the prices for those supplies, materials or equipment that the vendor had negotiated with the General Services Administration or other governmental agency; and

(b) The Administrator determines that such an agreement would be in the best interests of the State.

2. The Administrator shall not enter into an agreement pursuant to subsection 1 if a contractor's license issued pursuant to [chapter 624](#) of NRS is required for any portion of the agreement.

[42:333:1951; A [1953, 585](#)](NRS A [1963, 49, 489, 1285; 1975, 249; 1989, 2145; 2001, 1320; 2013, 69](#))

Chapter 9.28 - COUNTY FIRE DEPARTMENT

Sections:

9.28.010 - County fire department—Established.

Pursuant to the provisions of NRS 244.1961, et seq., a county fire department is established.

(Ord. 92-3 § 1 (part), 1992: prior code § 7.101)

9.28.020 - Service area—Boundaries established.

The county fire department shall provide fire protection services within a services area generally described as the Hilltop Area, and more particularly described as:

All of the following lands situate southerly of the southerly right-of-way line of Interstate Highway 80 and easterly of the easterly right-of-way line of old Highway 8-A (the Tomera Ranch Road);

T32N, R45E, Sections 25, 26, 27, 28, 29, 32, 33, 34, 35, and 36;

T31N, R45E, Sections 1, 2, 3, 4, 9, 10, 11, 12;

T32N, R46E, Sections 31, 32, 33;

T31N, R46E, Sections 6, 7.

(Ord. 92-3 § 1 (part), 1992: prior code § 7.102)

9.28.030 - County Commissioners to set tax rate.

The board of county commissioners is authorized, pursuant to NRS 244.2967, to levy a tax for support of the fire department on all property within the boundaries of the service area. The initial tax rate effective upon adoption of this chapter shall be no cents on each one hundred dollars of assessed value.

(Ord. 92-3 § 1 (part), 1992: prior code § 7.103)

9.28.040 - Separate fire department fund—Established.

Pursuant to NRS 244.2967, a separate fund for the county fire department hereby is established in the county treasury.

(Ord. 92-3 § 1 (part), 1992: prior code § 7.104)

9.28.050 - Volunteer organization to provide staffing—Formation authorized.

The volunteer organization shall submit its constitution and by-laws to the board of county commissioners for ratification. The volunteer organization shall annually elect a fire chief, who shall serve as chief after ratification by the board of county commissioners of his appointment.

(Ord. 92-3 § 1 (part), 1992: prior code § 7.105)

9.28.060 - Fire department authorized to provide ambulance service.

The county fire department is authorized to provide ambulance service within its service area.

(Ord. 92-3 § 1 (part), 1992: prior code § 7.106)

9.28.070 - Fire department—May enter into mutual aid agreements.

The county fire department is authorized to enter into mutual aid agreements with other fire departments and ambulance services, including the Federal Bureau of Land Management and the Nevada Division of Forestry, subject to ratification of such agreements by the board of county commissioners.

(Ord. 92-3 § 1 (part), 1992: prior code § 7.107)

9.28.080 - Uniform Fire Protection Code—Adopted.

The current edition of the Uniform Fire Protection Code is adopted by reference and made a part of this chapter.

(Ord. 92-3 § 1 (part), 1992: prior code § 7.108)

9.28.090 - Fire chief to adopt regulations.

Subject to ratification by the board of county commissioners the fire chief may from time to time adopt appropriate regulations regarding open burning and similar matters.

(Ord. 92-3 § 1 (part), 1992: prior code § 7.109)

Sheriff Ron Unger

From: Dave Knobbe <dknobbe@danko.net>
Sent: Tuesday, January 15, 2019 8:29 AM
To: sheriffrunger@landerso.org
Subject: Danko
Attachments: Battle Mountain-NV.pdf

Hello Ron

Attached are the specifications for the 1000 gallon skid unit, the cost including shipping comes to \$28,063.00. The price was last quoted in August of 2018 so we are able to hold it about \$200.00 from that point.

This type of unit will take about 8-10 weeks to build, the tank is result. As far as dimensions you can provide us the width and length you need for the entire skid unit and we can do a drawing. The height will change depending on those dimensions.

If you get everyone to OK the plan, we will build the unit on order. WE will wait to hear from you.

Thank you

David Knobbe

Apparatus Sales

Direct: 402.568.2105

Cell: 402.380.1223

Toll Free: 866.568.2200

Fax: 877.568.2443

Email: david@danko.net

www.danko.net

One Source for Fire-Rescue-EMS



FIRE | RESCUE | EMS

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SKID UNIT
INCLUDES -
1000 GAL. TANK, PUMP
PIPING, CONTROL PANEL
GAUGES, VALVING, HOSE
REEL, 1 1/2 HOSE TRAY,
LIGHTS -

BATTLE MOUNTAIN FIRE DEPARTMENT

BATTLE MOUNTAIN, NV

DANKO SKID UNIT

UPF Defender Poly Tank

FIRE PUMP

A Waterous 2515LE pump shall be provided and bolted directly to the specified engine and capable of the following performance:

Max Pressure - 75 GPM	@	135 PSI
Max Flow - 150 GPM	@	90 PSI

NOTE: The above manufacturer performance rating is based on maximum full throttle with a flooded suction prior to the installation of associated piping.

The impeller shall be high strength corrosion resistant bronze, fully enclosed, double hubbed to balance hydraulic thrust, and mechanically balanced to eliminate vibration. The volute shall be constructed of high strength aluminum alloy, anodized for superior corrosion resistance. A drain valve shall be located on bottom of the pump volute.

The pump shall have a two (2) year warranty covering material and workmanship. Normal wear items (packing, anodes, mechanical seals, etc.) are not covered by this warranty.

The pump shall be firmly mounted to the skid frame or platform behind the water tank.

PUMP ENGINE

A Kubota D902-EB vertical 4-cycle liquid cooled 23 HP diesel engine shall be supplied and mounted to the pump. The engine shall be constructed of Dura-Bore cast iron cylinder sleeves, and also feature easy one-sided maintenance, a full pressure lubrication system with an automotive style oil filter and oil fill tube with dipstick. There shall be a rain cap installed on top of the exhaust.

The electric starter on pump engine shall be connected to the 12-volt electrical system.

PUMP ENGINE START CONTROL MODULE

A Deep Sea DSE3110 manual and auto start control module shall be provided and mounted near the pump engine. The control module shall feature a back-lit LCD display, start input, and full engine monitoring and protection.

PUMP ENGINE THROTTLE

The pump engine shall be supplied with a vernier style throttle mounted near the pump operators position. The operation of the remote throttle shall consist of seven full turns from idle to wide open engine speed. The throttle shall have a red center button to quickly return the engine to idle when depressed.

BATTLE MOUNTAIN FIRE DEPARTMENT

BATTLE MOUNTAIN, NV

PUMP PANEL LIGHT

The pump operator's control panel shall be illuminated with a shield installed over the light to protect it from the elements. A properly labeled on/off switch shall be supplied and mounted on the operators panel.

DISCHARGE PRESSURE GAUGE

There shall be one (1), discharge pressure gauge installed in line with the plumbing. The gauge shall be a minimum of 2-1/2" in diameter with a white face and black text.

PUMP ENGINE OIL DRAIN

An engine oil drain valve shall be provided and installed on the engine. The oil drain valve shall have a nipple to accept 3/8" ID hose to allow draining of the engine oil.

PUMP ENGINE FUEL

There shall be no fuel tank provided. This is to allow the end user to connect to their chassis fuel tank (common fuel).

GUZZLER PRIMER

A Guzzler 3/4" hand primer, model 400-H, shall be used for priming operations. The primer is a self-priming, manually operated diaphragm pump. It shall be equipped with a durable, horizontal handle.

PUMP SYSTEM CERTIFICATION

The pump shall be tested after the pump and all its associated piping and equipment have been installed on the skid unit by the apparatus manufacturer.

XL PLUMBING

Plumbing shall be a combination of heavy duty stainless steel pipe and fittings, and high pressure rubber hose.

A Danko XL stainless steel manifold shall be used for all discharge's. The Danko XL manifold is engineered to allow adding a foam system or additional discharge's easy and fast.

The high pressure rubber hose is designed to handle air, mild chemicals and water and is resistant to abrasion and UV protected.

The stainless steel pipe and fittings shall have a polished natural mill finish.

BATTLE MOUNTAIN FIRE DEPARTMENT

BATTLE MOUNTAIN, NV

DISCHARGE MANIFOLD

A stainless steel welded pipe manifold shall be attached to the pump discharge with four (4) 1/4" bolts to facilitate all outlets and reduce friction loss. The manifold assembly shall be constructed of 2" round tubing and capable of accommodating up to two (2) 1" discharges and three (3) 1-1/2" discharge outlets.

SUCTION MANIFOLD

A stainless steel welded pipe manifold shall be attached to the suction side of the pump with a Victaulic clamp for easy removal for service and maintenance. The manifold shall have a tee to facilitate a 2" tank to pump and 2-1/2" intake.

VALVES

All valves, unless otherwise specified, shall be an Akron 8800 heavy duty brass, quarter-turn, full flow, swing out, non-locking valve with a stainless steel ball. The valve body is constructed of high quality brass.

All Akron 8800 series valves shall be supplied with a R1 handle with a round knob attached.

TANK TO PUMP

The tank to pump shall be equipped with a 2" Akron 8820 full flow, quarter turn ball, swing-out type valve with a flexible hose to reduce vibration of the pump engine.

PUMP TO TANK/RECIRCULATE VALVE

One (1) 1" tank fill/recirculate line with a 1" Akron 8810 full flow, quarter turn ball valve shall be plumbed directly from the pump discharge to tank with a flexible hose to reduce vibration of the pump engine.

GATED INTAKE

One (1), 2-1/2" female intake shall be mounted to the pump inlet and controlled with a 2-1/2" Akron 8825 full flow, quarter turn ball valve. The intake shall terminate with a chrome 2-1/2" NPT female x 2-1/2" NH female swivel fitting with a screen to prevent foreign objects from entering the pump.

PLUG WITH CHAIN

One (1), 2-1/2" NH chrome plug with chain shall be supplied for the intake.

HOSE BED

One (1), treadbrite aluminum hose bed shall be mounted above the water tank. The hose bed shall be capable of storing 150' of 1-3/4" hose flat.

A hinged treadbrite cover shall be supplied on top of the preconnect hose bed with a rubber securing latch to prevent hose from unintentionally deploying.

There shall be matting in the hose bed area to provide traction and drainage should water enter the area.

BATTLE MOUNTAIN FIRE DEPARTMENT

BATTLE MOUNTAIN, NV

1" DISCHARGE

One (1) 1" NH discharge(s) shall be provided with a 1" Akron 8810 full flow, quarter-turn valve. The discharge shall terminate with a chrome plated 1" NPT male x 1" NH male fitting and be directed towards the rear of the skid.

CAP WITH CHAIN

One (1), 1" NH vented chrome cap with chain shall be supplied for the discharge.

1-1/2" DISCHARGES

Two (2) 1-1/2" NH discharges shall be provided with 1-1/2" Akron 8815 full flow, quarter-turn valves. The discharges shall terminate with chrome 1-1/2" NPT male x 1-1/2" NH male fittings and be directed to the rear.

CAP WITH CHAIN

Two (2), 1-1/2" NH vented chrome cap's with chain's shall be supplied for the discharge's.

BOOSTER REEL

One (1), Hannay model EF4040-17-18 steel electric booster reel(s), with a capacity of 150' of 1" booster hose shall be supplied. The reel(s) shall be painted graphite in color. A 1" Akron 8810 full flow, quarter turn valve shall be plumbed from the pump discharge and connected to the booster reel with a flexible hose to reduce vibration from the pump engine.

The booster reel(s) is equipped with a standard 1" 90 degree ball bearing swivel joint with 1" female NPT threads and a standard outlet with 1" male NST threads.

The reel(s) shall be capable of withstanding pressures to 1000 psi and temperature ranges from -60° F to 250° F.

Two (2), sets of chrome guide rollers shall be supplied with the booster reel. The left side roller set shall be mounted high and the right side roller set shall be mounted low. The rollers shall provide assistance in pulling the hose off from the reel and guiding it on after use.

Two (2), booster reel rewind switches shall be installed, one on each side of the skid unit.

One (1), 1" x 150' section(s) of 300 lb. working pressure rubber booster hose coupled with 1" NH couplings shall be supplied for the booster reel(s).

The booster reel shall be mounted lengthwise above the water tank and deploy to the side(s) of the apparatus.

BATTLE MOUNTAIN FIRE DEPARTMENT

BATTLE MOUNTAIN, NV

WATER TANK

The water tank shall be a UPF Defender 1 series custom built tank with a capacity of 1,000 US gallons.

The tank shall have a LIFETIME WARRANTY as supplied by the tank manufacturer.

The tank shall be constructed of 1/2" thick UPF PT-2E polypropylene sheet stock with AccTuff resin. The material shall be of a certified, high quality, non-corrosive, stress relieved thermoplastic, black in color, and UV stabilized for maximum protection. All joints and seams are to be fully nitrogen welded and electronically tested for maximum strength. The unit shall incorporate transverse partitions manufactured of 3/8" UPF PT2E polypropylene (natural in color) which shall interlock with a series of longitudinal partitions constructed of 1/2" PT2E polypropylene (black in color). All swash partitions shall be so designed to allow for maximum water and air flow between compartments and are fully welded to each other as well as to the inside of the tank.

The exterior of the tank shall be textured poly.

There shall be a minimum of two (2) standard tank outlets: one for the tank-to-pump suction line, which shall be sized to provide adequate water flow to the pump; and, one for tank fill line, which shall be sized according to the NFPA minimum size chart for water tanks. All auxiliary outlets and inlets must meet all NFPA guidelines in effect at the time of manufacture.

The water tank shall be tested and certified as to capacity on a calibrated and certified tilting scale. Each tank shall be weighed empty and full to provide precise fluid capacity. Each Poly-Tank® III is delivered with a Certificate of Capacity delineating the weight empty and full and the resultant capacity based on weight.

A tag shall be installed on the apparatus in a convenient location and contain pertinent information including a QR code readable by commercially available smart phones. The information contained on the tag shall include the capacity of the water and foam (s), the maximum fill and pressure rates, the serial number of the tank, the date of manufacture, the tank manufacturer, and contact information. The QR code will allow the user to connect with the tank manufacturer for additional information and assistance.

There shall be one (1), external sump as standard per tank. The sump shall be constructed of 1/2" PT2E polypropylene. The tank shall have a suction of the internal draw type and will incorporate a dip tube with an anti-swirl plate directly above the sump. The sump shall have a threaded outlet for drain and clean-out. A cutout shall be provided in the cargo or deck floor of the apparatus to access the drain and/or clean-out plug.

TANK DRAIN VALVE

There shall be a 3" FNPT fitting located in the floor of the sump. It shall have a 3" x 1-1/2" reducer and a 1-1/2" Watts full flow, quarter turn valve.

BATTLE MOUNTAIN FIRE DEPARTMENT

BATTLE MOUNTAIN, NV

TANK COVER MOUNTING BLOCKS

The water tank cover shall incorporate two (2) mounting blocks that can accommodate sliding nut fasteners. These mounting blocks shall be welded to the tank cover running from the rear edge of the tank forward and used to mount a booster reel or other equipment if selected.

FILL TOWER

The tank shall have a combination vent and manual fill tower with lid. The fill tower shall be constructed of 1/2" PT3™ polypropylene and shall be a minimum of 12" wide x 16" long x 10" high.

The fill tower shall be blue in color indicating that it is a water-only fill tower. The tower shall have a 1/4" thick removable polypropylene screen and a PT3™ polypropylene hinged cover.

The capacity of the tank shall be engraved on the top of the fill tower lid. Inside the fill tower there shall be a combination vent/overflow pipe. The vent overflow shall be a minimum of schedule 40 polypropylene pipe with a minimum I.D. of 6" that is designed to run through the tank, and shall be piped to discharge water below the apparatus body and behind the rear wheels.

The fill tower shall be located at the left rear corner of the tank.

A weighted steel rod handle shall be mounted on the fill tower to prevent it from accidentally opening.

VISUAL WATER TANK SIGHT LEVEL GAUGE

There shall be an external visual sight gauge located on the rear wall of the tank.

POLY WATER TANK MOUNTING

The polypropylene water tank shall be required to be mounted directly to the apparatus deck using provisions on the tank for mounting both front and rear. The mounts shall be of 1/2" PT2E polypropylene and shall incorporate predrilled, scalloped and reinforced welded tabs which must allow for three (3) 3/8" bolts to be inserted through the tab for the purpose of securing the tank to the apparatus deck.

There shall be a minimum of 1/4" rubber pad installed between the apparatus deck and the bottom of the tank to prevent chafing.

The polypropylene tank shall also have one internal mounting block built within the bottom center of the tank. The tank must be fastened to the undercarriage cross tubing with one (1) steel U-clamps. The U-clamp shall be fastened to the tank with six (6), 1/2" diameter steel bolts. Rubber pads shall be located between the U-clamps and the cross members of the undercarriage.

Any deviation to these mounting requirements shall void the tank warranty.

BATTLE MOUNTAIN FIRE DEPARTMENT

BATTLE MOUNTAIN, NV

SCOTTY FOAM EDUCTOR/MIXER

A Scotty "Through the Pump" foam system model 4171 shall be supplied and plumbed. The Scotty system will educt foam concentrate from 0% to 3.75% at flow rates from 15 to 125 gpm at 100 psi with a maximum operating pressure of 300 psi.

NOTE: When the through the pump foam system is in operation you cannot recirculate the water flow.

FOAM CELL

One (1), twelve (12) gallon foam cell shall be constructed by UPF as an integral part of the polypropylene water tank. The foam cell can be used for either Class A or Class B foam and shall be completely resistant to any reaction caused by the foam or any additives that may be used under normal circumstances. The seams shall be nitrogen welded and spark tested for maximum strength.

The foam tank shall have a manual fill tower with lid and shall be constructed of 1/2" PT3™ polypropylene and have minimum dimension's of 8" x 8" outer perimeter.

The tower shall be located as indicated by the apparatus manufacturer and have a 1/4" thick removable polypropylene screen and a molded cover.

Inside the fill tower, approximately 1-1/2" down from the top, there shall be an anti-foam fill tube that extends down to the bottom of the tank. A pressure vacuum vent shall be provided in the lid of the fill tower.

FOAM CELL CLASSIFICATION

The foam cell shall be green in color to represent Class A foam.

SHUT OFF VALVE

A 1/2" shut-off valve shall be installed between the foam cell and the foam system for ease of maintenance.

ALUMINUM PUMP FRAME

An aluminum frame shall be constructed with square aluminum tubing and angle supports. The frame will provide a secure means of mounting the fire pump to the apparatus deck.

12-VOLT ELECTRICAL

All electrical components of the unit shall be wired to a terminal stud block with high temperature, copper, multi-strand, crosslink-coated wire enclosed in a protective loom.

WORK LIGHT

One (1), 12-Volt LED work light shall be mounted on the tank to light up the work area. An ON/OFF switch shall be located at the rear of the skid unit.

BATTLE MOUNTAIN FIRE DEPARTMENT

BATTLE MOUNTAIN, NV

BASIC LIMITED WARRANTY

Danko Emergency Equipment Company shall warrant to each original purchaser that the apparatus is free of defects in material and workmanship for a period of one (1) year.

STAINLESS STEEL PLUMBING WARRANTY

Danko Emergency Equipment Company shall warrant to each original purchaser that the apparatus stainless steel plumbing shall be free of defects for a period of ten (10) years.

SHIPPING

The skid unit shall be crated at the factory and shipped via freight to the specified purchaser's address.

NOTE: A forklift will be required to unload the skid upon receipt.

(Average Crated Skid Weight 1,000 lbs, may vary depending on tank size and selected options.)

LANDER COUNTY COMMISSIONERS MEETING
2/14/2019

Agenda Item Number __3__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove an emergency replacement of the Boiler Hot Water System for the Lander County Sheriff's Office & Detention facility, in an amount not to exceed \$77,617.00, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:



AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: 02/14/2019

NAME: Robert Quick REPRESENTING: Lander County Sheriff's Office

ADDRESS: 2 State Route 305, Battle Mountain, Nevada 89820

PHONE (H): 775-635-1100 (W): 775-635-1100 (FAX): 775-635-2577

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 775-635-1100

WHO WILL BE ATTENDING THE MEETING: Self, Sheriff Ron Unger

JOB TITLE: Undersheriff

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:
Discussion and possible action to approve the emergency replacement of the Domestic Hot Water Heater for the Lander County Sheriff's Office & Detention Facility and all other matters properly related thereto.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE?
Approved the emergency replacement

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST: ☒ YES ☐ NO
AMOUNT: \$77,617.00

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? ☐ YES ☒ NO
WHEN?

WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING? ☒ YES ☐ NO

HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT HEAD?: ☒ YES ☐ NO

FOR REVIEW BY:

AIRPORT	DIST. ATTY.	SENIOR CTR.
AMBULANCE	EXE. DIR.	SHERIFF
ARGENTA J.P.	FIRE	SOCIAL SVC.
ASSESSOR	GOLF	TREASURER
AUSTIN J.P.	PUBLIC WORKS	W & S
CLERK	RECORDER	OTHER
COMM. DEVT.		

THE EXECUTIVE DIRECTOR RESERVES THE RIGHT TO REJECT OR RECOMMEND
TABLING ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.....

Signature Field

DATE: 02/04/2019

BOARD MEETS THE 2ND AND 4TH THURSDAY OF EACH MONTH
COMMISSION FAX (775) 635-5332

Purchase Order
Lander County
 315 South Humboldt Street
 Battle Mountain, NV 89820



Purchase Order No: 13984 Date Ordered: 01/28/2019
 Vendor: D & D Plumbing Department: Sheriff
 Address: 1655 Gregg Ct, Sparks, NV 89431
 Phone: (775) 358-2378 Phone: _____
 Fax: (775) 358-8135 Fax: _____

Account to Charge			Description	Quantity	Unit Price	Total
0576	000	53926	Emergency Replacement	1	\$ 77,617.00	\$ 77,617.00
			Domestic Hot Water Boiler for			\$ 0.00
			Sheriff's Office and Detention Facility			\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
Total Charges						\$ 77,617.00

Additional Notes or Instructions:

This is an emergency replacement for the hot water boiler for the Sheriff's Office and Detention Facility. Inmates have not control over water temperature adjustments in the Detention Facility. Have already expended approximately \$4,500 in repair attempts.


 Department Head or Authorized Signature


 Elected Official or Executive Director

Nevada Licenses
#17788, 18634, & 73006
California License
#463167

D & D PLUMBING, INC.

1655 Greg Ct.
Sparks, NV 89431
(775) 358-2378
FAX (775) 358-8135

January 24, 2019

Lander County Sheriff's Office
Attn: Robert W. Quick (rquick@landerso.org)
PO Box 1625
Battle Mountain, NV 89820

Re: Lander County Sheriff's Office - Emergency Water Heater Installation

Base Bid Including the Following:

Design Notes:

- This bid is based on removing the Aerco Water Heater and the small AO Smith Laundry Water Heater and installing two (2) High Efficient Boiler-Style Lochinvar Water Heaters.
- The Water will be heated by the water heaters and stored in the tank at 140 degrees.
- The Hot-Water going out to the Jailhouse will be tempered with the existing newly Replaced Mixing Valve.
- The Hot-Water going out to the Main Building will be tempered with a new Mixing Valve.
- The Hot-Water going out to the Laundry will not be tempered and will be 140 degrees.

Design and Procurement Phase (1 Week):

- Design and Layout the new system. We will provide formal Mechanical and Plumbing Construction Drawings for the new System.
- Order the new Water Heaters and Expansion Tank (These will take 1 to 1-1/2 weeks to get).
- Apply for and purchase State of Nevada Install Permits.

Demolition / Construction / Startup (8 to 11 Days):

- Setup a 199,000 btu/hr on-demand temporary water heater to supply hot water during construction. After the new systems is up and running, we will remove this water heater.
- Disconnect, remove, and dispose of the existing failed Aerco Water Heater and the AO Smith Water Heater.
- Supply and install two (2) Lochinvar Armor 500,000 btu/hr natural gas fired water heaters. The Armor is a high efficient condensing water heater that can obtain efficiency levels of 96%. The Armor can modulate down to 20% of rated input.
- Supply and install Two (2) Circulating pumps for the water heaters.
- Supply and install Two (2) Condensate Neutralizers and all necessary PVC condensate piping.
- Supply and install One (1) Caleffi Legiomix 6000 1-1/2" Digital Tempering Valve for tempering the Water to the Main Building. The Tempering valve for the Jailhouse will remain and be reused. The water going to the Laundry will not be tempered and will run at 140.
- Remove the Existing Expansion Tank and Install an Elbi DTL-170 ASME Expansion Tank. The Expansion Tank must be upsized since we are storing the water at a higher temperature than with the old Expansion Tank.
- Run CPVC flue piping out the roof of the mechanical room. We will utilize the existing flues. We will go up through the existing flues with our new CPVC Flues. All new flue piping will be flashed and caulked weather tight. The combustion Air will be pulled from the room similar to the existing Water Heaters.
- Supply and install pressure relief piping for the water heaters and route it to the floor sink.
- All new piping will be Type L Copper. New hot water piping will be insulated with Fiberglass pipe insulation.
- We include all necessary gas piping and new lockup style gas pressure regulators.
- We include all wiring for the new water heaters, but we will tie into the existing wiring system. We also include interfacing the Emergency Disconnects so that they shut down the Water Heaters.
- We will tune the water heaters with a combustion analyzer to be sure that they are running as efficiently as possible.
- We will meet with the State Inspector for all final inspections.
- We warranty our work for 1 year. Also, the Armor has a 10 year limited warranty and the pumps have a 2-3 year warranty.
- Paying Lander County Use Tax.

We exclude: Replacing the Building Hot Water Re-Circulating Pumps; Any Breaker Modifications; Tank Repairs; Fire Alarm Upgrades; CO Detectors; Painting; Patching; Bacnet Control Interface for the new Mixing Valve (This can be provided in the future); Replacing the Jailhouse Mixing Valve (It was just rebuilt); and Any work not listed above.

Base Bid : \$ 77,617.00

Nevada Licenses
#17788, 18634, & 73006
California License
#463167

D & D PLUMBING, INC.

1655 Greg Ct.
Sparks, NV 89431
(775) 358-2378
FAX (775) 358-8135

Waylon
Lowery

Digitally signed by Waylon
Lowery
DN: cn=Waylon Lowery, o=D&D
Plumbing, ou,
email=wlowery@ddplumbing.co
m, c=US
Date: 2019.01.24 13:26:12 -08'00'

Authorized
Signature

Waylon Lowery, PE
Mechanical Engineer / Estimator

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or other delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Residential Construction Recovery Fund: Payment may be available from the Recovery Fund if you are damaged financially by a project performed on your residence pursuant to a contract, including construction, remodeling, repair or other improvements, and the damage resulted from certain specified violations of Nevada law by a contractor licensed in this State. To obtain information relating to the Recovery Fund and filing a claim for recovery from the Recovery Fund, you may contact the Nevada State Contractors' Board at the following phone number: (775) 688-1141.

NV License Number & Limit: #17788 - UNLIMITED
#18634 - UNLIMITED
#73006 - UNLIMITED

CA License Number: #463167

Note: This proposal may be

Withdrawn by us if not accepted within 30 days.

Signature _____

Date Accepted _____



January 8, 2019

#6831

Lander County Sheriff's Office
2 State Route 305
Battle Mountain, NV 89820

Regarding: *Domestic Water Heater (Boiler) Replacement*

RHP Mechanical Systems is pleased to submit a budget proposal for the above referenced project.

Scope of Work:

Provide and Install new Domestic Water Heating System based on the following Design Criteria;

1. (2) 600,000 Btu/hr. Input, Domestic Water Heater (Boilers)
 - a. Condensing/High Efficiency w/ 5:1 Turndown
 - b. Primary Circulation Pump(s)
 - c. (1) System Expansion Tank
 - d. Mixing Station for 120* Mixed Water
 - e. Modify Piping as required for new System Configuration
 - i. Insulate all new Dom. Hot Water Piping
 - f. Start-Up & Configuration of System
2. Demo & Haul away all existing equipment

FOR THE BUDGET OF: \$80,772.00

Clarification:

1. New Water Heaters will require (1) added Sidewall Vent, routed to exterior. Intake Air will be achieved through existing Roof Vent.
2. RHP has included cost for the following items that will be required
 - a. Permit Drawing for submission to County & State
 - b. Lander County Bldg. Permit
 - c. State of Nevada Boiler Permit
3. There will be some Line Voltage Power changes needed, RHP has not included these cost but can coordinate with whomever Lander County uses as their Electrical Contractor.
4. RHP has not included any costs associated for repairs or modifications to Plumbing/HVAC outside of the above noted Scope.
5. New System configuration is based on utilizing the existing 500 Gallon Storage Tank
6. Roughly 3-4 Week Lead Time

Exclusions:

1. Overtime and/or Night Work
2. Electrical Power & DDC Controls
3. Roof Cut & Patch (if required)
4. Drywall Patch and/or Access Panels by others (if required)
5. Hazardous material disposal
6. Moving of Equipment Required for Access

Exhibit "A" is part of this proposal. The prices proposed are valid for thirty (30) days.

If you have any questions, please contact our office.

RHP Mechanical Systems
(dba of Ray Heating Products, Inc.)

Robert Sandoval
Project Manager/Estimator

ACKNOWLEDGED/ACCEPTED

SIGNATURE

DATE

PRINTED NAME & TITLE



Exhibit A

The Work: RHP will supply and perform only that work specifically described herein (the "Work"), notwithstanding anything to the contrary contained in any bid documents presented by the Customer (the "Bid Documents"). It is specifically understood that the scope of work described herein shall supersede anything to the contrary provided in the Bid Documents. Any work to be done beyond that described herein shall require that a change order be executed. Customer shall notify RHP if RHP's work is to be stopped upon reaching any aggregate contract sum.

Schedule: RHP will supply and perform the Work in accordance with the schedule (the "Schedule") described herein or in the absence thereof, in accordance with the Bid Documents. RHP's obligation hereunder is based upon the Schedule, both as to duration and sequence. In the event of any significant change in the Schedule, the contract price and the Schedule shall be equitably adjusted. In the event RHP is delayed in its Work or is otherwise required to accelerate or resequence its Work for reasons other than the fault of RHP or others under RHP's control, then RHP shall be entitled to additional compensation.

Work Week: Customer will cooperate with RHP in scheduling all Work, including disconnections, reconnections, interruption of services and utilities, and similar matters. In the event that Customer requires RHP to work outside of normal daytime business hours, RHP shall be entitled to additional compensation for such overtime.

Guarantee: RHP warrants and guarantees that its Work will be performed in compliance with all Federal, State and/or Local regulations and, at the time of Customer's acceptance inspection, will meet the specifications in the Contract Documents specifically relating to RHP's Work. RHP's obligation to repair or replace defective Work will expire one year from the completion of RHP's Work. THIS WARRANTY IS IN LIEU OF ANY WARRANTIES PROVIDED IN THE BID DOCUMENTS AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Insurance: RHP shall supply workers compensation insurance in the form and amount required by law. RHP shall supply general liability insurance, evidenced by its standard certificate of insurance, the price of which shall be included in the bid price unless otherwise specified herein.

Protection of Work: RHP shall be responsible for protecting the Work, or portions thereof, during the time the Work or portions of it are under its control; provided, however, that during such time, RHP shall not be responsible for loss or damage caused by others, nor for any damages whatsoever while RHP is not on site.

Storage and Facilities: Customer will provide at its expense sufficient storage space to RHP, which is fully protective of materials and equipment furnished for the Work at the place of performance of the Work. Customer will provide at its expense all light, heat, power and water which is required by RHP for performance of the Work in the custom and practice of RHP's trade.

Taxes: RHP will pay for sales taxes for material and equipment supplied by RHP unless otherwise specified herein.

Bonds: Upon the request and at the expense of Customer, RHP will furnish performance and payment bonds written by a corporate surety. The cost of any such bonds is not included in the bid price and shall be paid for by Customer.

Indemnity: RHP will indemnify and hold harmless Customer from all or such portion of such loss or damage to persons or property to the extent arising directly from RHP's performance of the Work and which is caused solely by the willful misconduct or negligent acts of RHP, its employees, or anyone under its control. Customer will indemnify and hold harmless RHP from all or such portion of such loss or damage to persons or property to the extent arising directly from the willful misconduct or negligent acts of Customer, its employees or anyone under its control, including other contractors.

Payments: For Work commenced and completed in any one calendar month, Customer will pay the full contract price in full upon the completion and acceptance of the Work. Otherwise, all progress payments for the value of the Work completed plus the amount of materials and equipment suitably stored on or off site, and final payment, shall be paid by the Customer to RHP within thirty (30) days after the Customer's receipt of RHP's payment application therefor.

Inspection and Acceptance: RHP's Work shall be considered complete when RHP notifies Customer that the Work has been completed in accordance with the specifications. The Customer's inspection of the Work shall take place within twenty-four (24) hours from receipt of notice from RHP. Customer's acknowledgement on the Acceptance Form shall constitute acceptance of the Work.

Retention: For Work completed, ninety-five percent (95%) of the contract value of Work performed during each payment period will be payable as provided above up to a maximum retention of \$50,000.00. In any event, the full balance of the contract price shall be payable in full upon completion and acceptance of the Work.

Late Payments: All sums not paid to RHP when due, whether progress payment, final payment or retention, shall bear an interest rate of one and one-half percent (1½%) per month or the maximum legal rate permitted by law, whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Customer.

Changes: RHP may only be ordered in writing by the Customer to make changes in the Work within the general scope of the Work consisting of additions, deletions, changes to the Schedule in duration or sequence, or other revisions, and the contract price and the Schedule shall be adjusted accordingly. Before starting the changed Work, RHP will submit to the Customer a request for adjustment to the contract price and/or the Schedule. RHP will not commence any such changed or revised Work until receipt of a written change order from the Customer incorporating an adjustment to the contract price and/or Schedule in accordance with the above.

Force Majeure: RHP shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including but not limited

to: delays caused by the Owner, Customer, other subcontractors, architect and/or engineers, delays in transportation, shortages of raw materials, civil disorders, acts of the government, either in its sovereign or contractual capacity, labor difficulties or shortages, vendor allocations, freight embargoes, fires, floods, epidemics, quarantine restrictions, accidents, unusually severe weather, and acts of God. RHP shall be entitled to an equitable adjustment in the Schedule and Contract Sum for such delays as described above.

Customer Supplied Property: If the Work described herein requires Customer to supply materials, equipment or other property, then Customer warrants that such items shall be fit for the use for which they were intended. If such items do not conform, RHP shall notify Customer within a reasonable time after RHP's notice of the nonconformance and RHP may request additional compensation by change order.

RHP Supplied Property: Whenever the Customer, its employees, contractors and subcontractors (other than RHP) use ladders, scaffolding, tools, vehicles, equipment or property of any kind, either owned or rented by RHP, Customer shall indemnify and hold RHP harmless from any and all claims, demands, damages, causes of action and suits of whatsoever nature and kind, arising out of or connected with the use of such, except when caused by the sole active negligence of RHP.

Differing Site Conditions: If RHP encounters conditions at the site differing materially from those indicated in the Bid Documents, or unknown physical conditions at the site of unusual nature differing materially from those ordinarily encountered by RHP's trade, then RHP shall promptly notify the Customer, stop its Work and await instructions from Customer. If such conditions cause a change in the cost of, or the time required for, performance of any portion of the Work, an equitable price adjustment shall be made and the Schedule modified accordingly.

Notices: Any notice or written claim required to be submitted to the Customer on account of charges, extras, delays, acceleration, or otherwise, shall be furnished within a reasonable time period, and in a manner to permit the Customer to satisfy the requirements of the Contract, notwithstanding any shorter time period otherwise provided herein.

Lien: Nothing shall serve to void RHP's right to file a lien or claim on its behalf in the event that any payment to RHP is not timely made.

Damages: Notwithstanding anything to the contrary contained in the Bid Documents or otherwise, RHP shall not be liable for special, incidental or consequential damages of any kind for any reason whatsoever.

Preparation of Work Areas: The Customer shall prepare all Work areas so as to be acceptable for mobilization by RHP. RHP will not be called upon to start Work until sufficient areas are ready to ensure continued Work until job completion. RHP shall not be responsible for damage to any property (a) which is to be replaced by Customer, or (b) which is damaged as a result of removal by RHP prior to performance of the Work in order to perform Work despite RHP exercising reasonable care to prevent damage.

Termination and Suspension: If the Customer does not pay RHP in a timely manner within seven (7) days from the time payment should be made as provided herein (except where such nonpayment is due to defective Work by RHP or other material breach by RHP), then RHP may, without prejudice to any other remedy it may have, upon two (2) additional days' written notice to the Customer, stop its Work until payment of the amount owing has been received. In the event RHP resumes its Work, the Schedule shall be equitably adjusted, and RHP shall incur no liability for such termination. Further, the contract price shall, by appropriate adjustment, be increased by the amount of RHP's reasonable costs of shutdown, delay and startup. Further, if RHP's Work is terminated or suspended for the convenience of the Customer or any other party, then RHP shall be paid for all Work performed to-date, for equipment and materials already ordered, and for RHP's costs of early termination, or in the case of suspension, RHP's costs of shutdown, delay and startup. Notwithstanding anything herein to the contrary, RHP shall not be liable for any damage while RHP is not on site.

Waiver: RHP's waiver of any term herein shall not be construed as a waiver of such terms at any subsequent time.

Cooperation and Safety: RHP's Work shall be performed in accordance with all applicable requirements of the Environmental Protection Agency, OSHA and other Federal, State and Local regulations. Customer will cooperate with RHP in all respects and take all necessary actions to enable RHP to meet all such requirements with respect to the Work and the Project. Customer will cooperate with RHP to assure that all areas where the Work is being performed are closed to access by unauthorized persons. Customer shall provide adequate security, including security personnel, to prevent unauthorized entry into RHP's Work areas. The Customer will ensure that its employees, representatives, agents and tenants will abide by all safety procedures applied by RHP on the Project. RHP shall provide for its Work all safety signs, direction signs and warning signs for the Project in accordance with statutory requirements. All visitors to the Work areas shall be required to comply with RHP's safety requirements. Customer agrees that RHP's insurers' representatives shall have the right to inspect RHP's Work and Project without hindrance.

Legal Effect: This proposal offers to the Customer the terms and conditions upon which RHP will perform the Work described herein the face hereof and is made without regard to any of the provisions in the Bid Documents not expressly incorporated herein by reference or otherwise agreed to in writing signed by RHP. Acceptance of the proposal is expressly limited to the terms stated herein. Additional or inconsistent terms of Customer's form or other documents are objected to and rejected and shall be deemed a material alteration thereof. Upon acceptance, this proposal will represent the entire agreement of the parties with regard to performance and payment for the Work. The proposal may be changed or withdrawn at any time prior to acceptance by notice to the Customer and will be deemed withdrawn if not accepted by the Customer within thirty (30) days from the date hereof.

The provisions of this Exhibit A shall form a part of any contract or subcontract entered into between RHP and Customer, and shall be deemed stated therein whether or not the provisions of this Exhibit A are referred to or stated in the contract or subcontract. By accepting RHP's bid proposal and upon agreeing to have RHP perform work for Customer, Customer thereby accepts the terms of this Exhibit A as binding. This Exhibit A shall be construed not to conflict with any provisions of any contract or subcontract entered into between RHP and Customer. However, if any conflict exists between the provisions of this Exhibit A and any contract or subcontract entered into between RHP and Customer, the provisions of this Exhibit A shall control."

LANDER COUNTY COMMISSIONERS MEETING
2/14/2019

Agenda Item Number __4__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding approval/disapproval of a zone change request from the Planning Department changing 011-060-13, 044-060-14 & 011-060-17 from Commercial District (C-1) to Industrial District (M); 011-060-15 & 011-060-16 from Commercial District (C-1) to General Commercial District (C-2); Southern portion of 011-060-18 (as listed/shown on Exhibits A & B) from Commercial District (C-1) to Industrial District (M) & the Northern portion of 011-060-18 (as listed/shown on Exhibits A & B) from Single-Family Residential/Manufactured Housing Overlay/Commercial District (R-1/MO/C-1) to General Commercial District (C-2); 011-060-19 from Single-Family Residential District/Manufactured Housing Overlay/Commercial District (R-1/MO/C-1) to Single-Family Residential District/Manufactured Housing Overlay (R-1/MO); and 011-060-01 (as listed/shown in Exhibits C & D) from Single-Family Residential District/Manufactured Housing Overlay/Commercial District/General Commercial District (R-1/MO/C-1/C-2) to Single-Family Residential District/Manufactured Housing Overlay/Commercial District/General Commercial District (R-1/MO/C-1/C-2), all located in Battle Mountain, and all other matters properly related thereto.

Public Comment:

Background: This is a clean up of commercial areas in Battle Mountain that are out of comp

Recommended Action:

LANDER COUNTY PLANNING COMMISSION

January 9, 2019

AGENDA ITEM NUMBER 2

- 1) *Discussion for possible action regarding approval/disapproval of the following Zone Change, and other matters properly related thereto:

Applicant: Lander County Planning Department

Location: Area including Chukar Lane, Round Mountain Drive and Quail Run.

APN: 011-060-13, 011-060-14, 011-060-15, 011-060-16, 011-060-17,
011-060-18, 011-060-19 & 011-060-01

Type: To change 011-060-13, 011-060-14 & 011-060-17 from Commercial District (C-1) to Industrial District (M); 011-060-15, 011-060-16 from Commercial District (C-1) to General Commercial District (C-2); Southern portion of 011-060-18 (as listed on Exhibit A & shown on Exhibit B) from Commercial District (C-1) to Industrial District (M) & the Northern portion of 011-060-18 (as listed on Exhibit A & shown on Exhibit B) from Single-Family Residential District/Manufactured Housing Overlay District/Commercial District (R-1/MO/C-1) to General Commercial District (C-2); 011-060-19 from Single-Family Residential District/Manufactured Housing Overlay/Commercial District (R-1/MO/C-1) to Single-Family Residential District/Manufactured Housing Overlay (R-1/MO); and 011-060-01 changed as listed on Exhibit C and shown on Exhibit D.

Staff Comments:

This file was sent to: County Executive Director, Public works, Building Official, Assessor and District Attorney.

Master Plan Reference

- Commercial uses may include wholesale and retail stores, shopping centers, specialty shops, personal services, and automobile services.
- General Commercial (C-2) is most appropriate and compatible with industrial (M) uses.
- General Commercial or neighborhood commercial uses, MRC, GP and R4 may serve as acceptable transition zones between Commercial land groups and residential areas.
- Industrial group is to provide for activities such as manufacturing, warehousing, mining and construction.
- Industrial proposal should not have access to a local street that primarily serves residential uses.
- Appropriate transitions zones for industrial uses are C2, A-3, OS, and MRC.

As seen in the maps provided there is a transition zone between the Industrial District in the center, going out to General Commercial District, Commercial District and eventually to High Density Housing District. The local street that primarily serves the residential area has a "buffer" of C-2 district complying with the master plans request of no Industrial uses on streets that primarily serves residential area.

Lander County Code Reference

- LC Code 17.58.010 – Purpose (C-1)

The purpose of the commercial district is to preserve a commercial district intended for conducting general retail, service and office business frequented by the public.

(Ord. 94-4 § 12.050.12 (part), 1994)

- LC Code 17.58.020 – Permitted uses.

Uses Permitted in the C-1 district on a lot having the required area and width:

A. Commercial permitted uses include: retail stores, convenience stores, nonautomotive service businesses, banks, laundries, restaurants, motels, gaming establishments, bars, pet stores, business offices and public buildings; also continuation of existing residential uses including replacement of existing residential uses, but not including construction of new residential uses except that commercial buildings may include ancillary residential apartments.

- LC Code 17.62.010 – Purpose (C-2)

The purpose of the general commercial district is to provide for more intensive commercial uses. This district is established to help assure public safety and convenience for the general public and to protect the character of adjacent districts.

(Ord. 94-4 § 12.05.14 (part), 1994)

- LC Code 17.62.020 – Permitted uses.

A. Any use permitted in the C-1 or TC districts;

B. Stores and shops for conducting retail and wholesale businesses;

C. Permitted uses include the sales and service of used merchandise, automobiles, manufactured housing and trailers, agricultural products and supplies, lumber and building supplies, plumbing and electrical supplies, automobile and truck garages;

- LC Code 17.64.010 Purpose. (M)

Generally, this district covers certain portions of the community designated for development of manufacturing and light industrial plants. Due to high amounts of business activity, especially truck and automobile traffic, it is necessary to restrict residential development in this district in order to insure public safety and convenience and not interfere with permitted activities within the district.

(Ord. 94-4 § 12.05.15 (part), 1994)

• LC Code 17.64-020 – Permitted uses.

Uses permitted in the M district on lot or parcel having the required area and required width, except as provided in Section 17.64.050:

A. All uses permitted in C-2 general commercial district, except residential uses; bona fide watchman's quarters are permitted in an operating M district, Subject to a special use permit, and the special use permit shall at a minimum require compliance with all federal, state and local regulations and laws regarding sewage disposal;

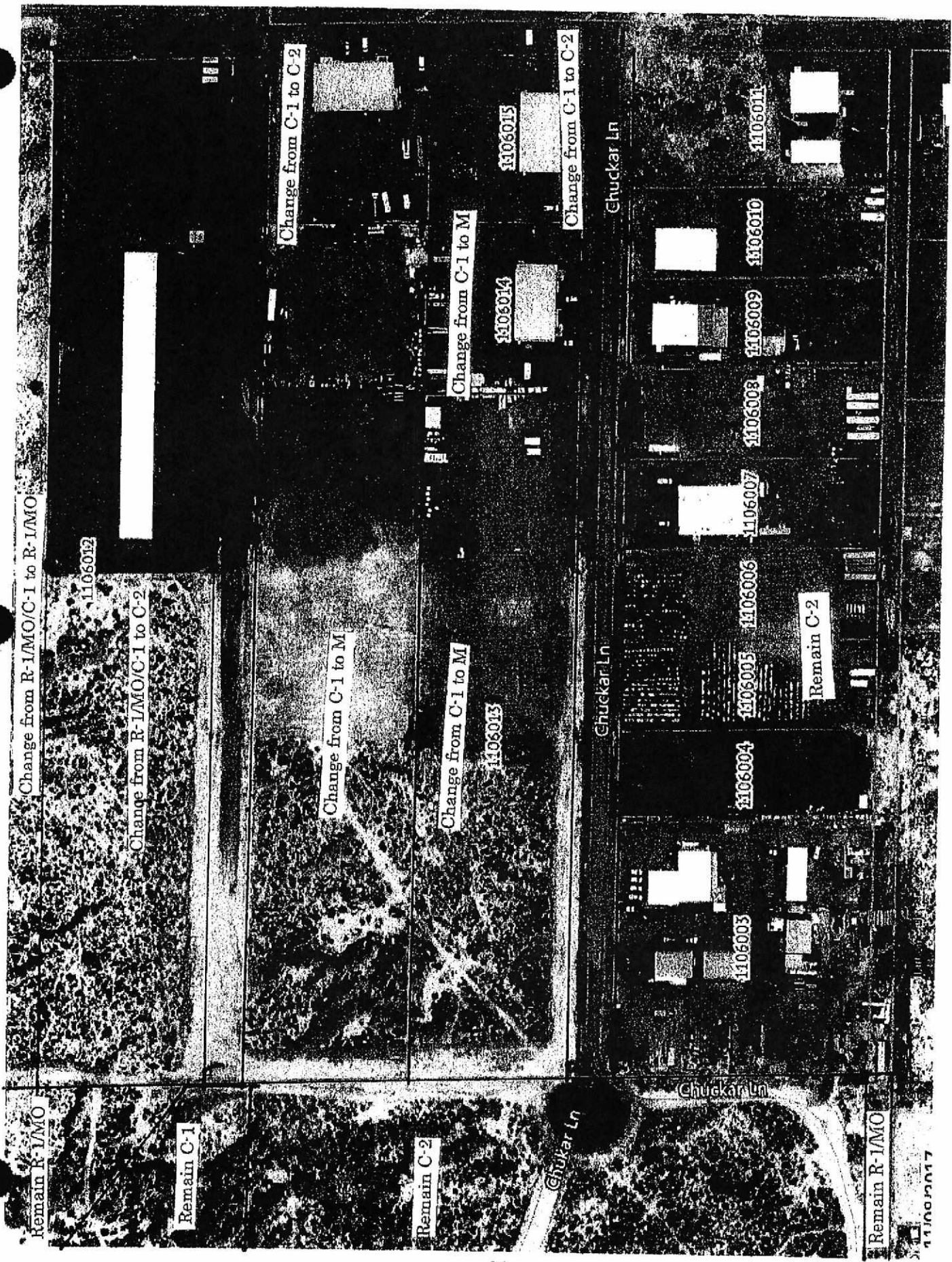
B. Administrative, executive, professional, research and similar office uses, having limited contact with the general public;

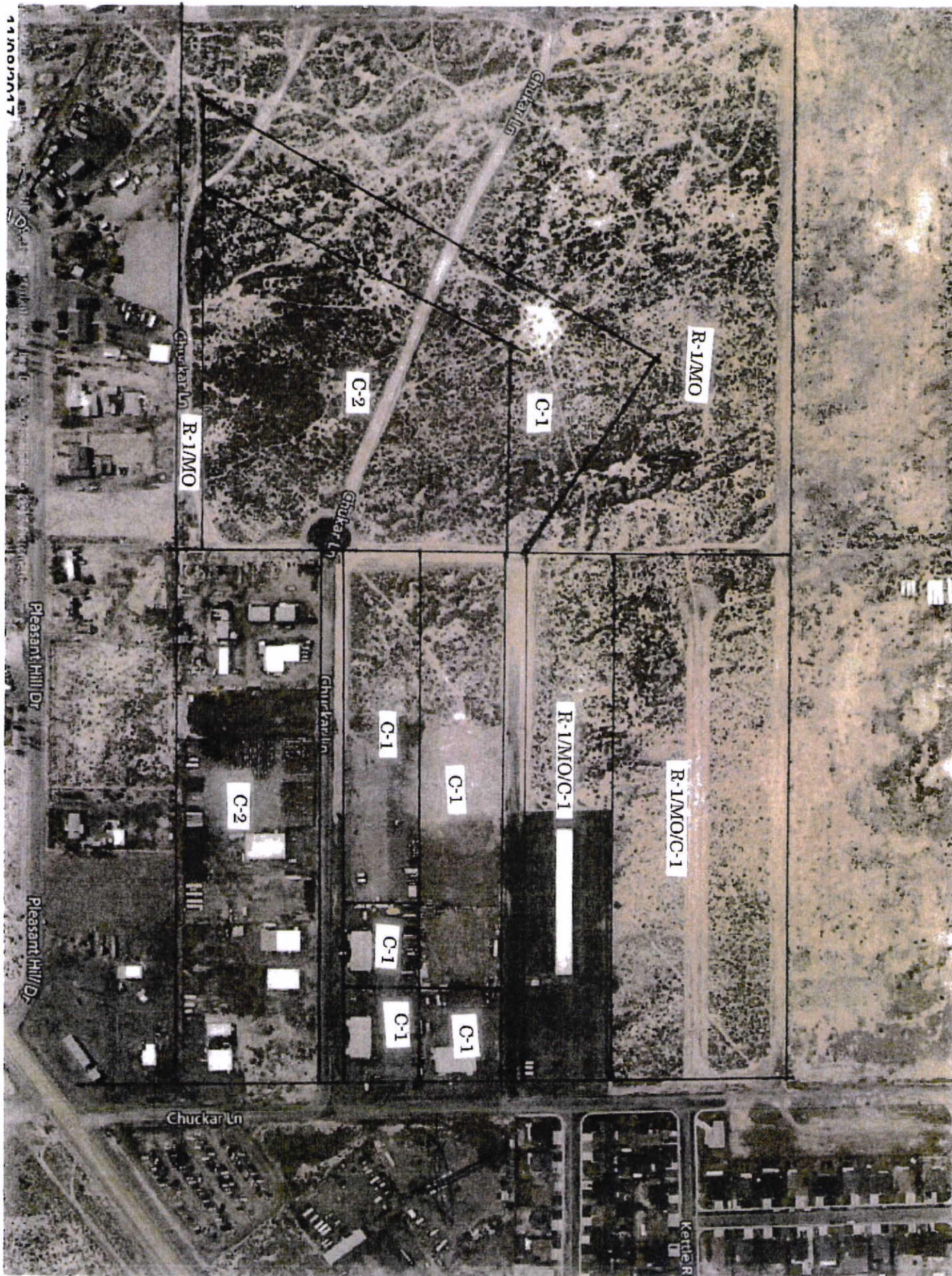
C. Manufacturing, processing, assembly, fabricating or storage of products or materials;

D. Contractor's yards, lumber yards, plumbing materials, supply yards;

E. Accessory uses customarily incident to the above;

F. Other uses which are in the opinion of the planning commission similar to the above.





RECORDING REQUEST BY:

Lander County Clerk

50 State Route 305

Battle Mountain, NV 89820

NOTICE OF ZONING CHANGE: APN 011-060-13, 011-060-14, 011-060-15, 011-060-16,
011-060-17, 011-060-18, 011-060-19, 011-060-01

TITLE OF DOCUMENT

This page added to provide additional information required by NRS 111.312 Section 1-2.
This cover page must be typed or printed.

APN: 011-060-13, 011-060-14, 011-060-15, 011-060-16, 011-060-17, 011-060-18,
011-060-19 & 011-060-01

NOTICE OF ZONE CHANGE

PLEASE TAKE NOTICE that the Lander County Board of Commissioners at its regularly scheduled meeting held on this ____ day of _____ 2019, pursuant to the request of Lander County, did approve and formally change zoning on Lander County Assessor's Parcel Number 011-060-13, 011-060-14, & 011-060-17 from Commercial District (C-1) to Industrial District (M). Lander County Assessor's Parcel Number 011-060-15 & 011-060-16 from Commercial District (C-1) to General Commercial District (C-2). Lander County Assessor's Parcel Number 011-060-18 Southern portion as listed on Exhibit A and shown on Exhibit B, from Commercial District (C-1) to Industrial District (M) & Northern Portion as listed on Exhibit A and shown on Exhibit B, from Single-family Residential District/Manufactured Housing Overlay District/Commercial District (R-1/MO/C-1) to General Commercial District (C-2). Lander County Assessor's Parcel Number 011-060-19 from Single-family Residential District/Manufactured Housing Overlay District/Commercial District (R-1/MO/C-1) to Single-family Residential District/Manufactured Housing Overlay (R-1/MO). 011-060-01 as listed on Exhibit C and shown on Exhibit D.

The real property, commonly known as APN: 011-060-13, 011-060-14, 011-060-15, 011-060-16, 011-060-17, 011-060-18 & 011-060-19, described as Parcel B, C & D - Clark Map #253785, Parcel A-1 through A-4 - Clark Map #263946, and APN:011-060-01 are located in the North ½ of the South East ¼ of Section 24, Township 32 North, Range 44 East, Lander County, Battle Mountain, Nevada.

Dated this ____ day of _____ 2019.

CHAIRPERSON
LANDER COUNTY COMMISSION

Attest: _____
SADIE SULLIVAN
LANDER COUNTY CLERK

EXHIBIT A
ZONING CHANGE FOR LANDER COUNTY, NEVADA
October 31, 2018

A parcel of land located in Section 24, Township 32 North, Range 44 East, M.D.B. & M., Lander County, Nevada, being a portion of Parcel "A-3", as shown on the Parcel Map for the Randy Clark and Cindy Jo Clark, on file in the Office of the Lander County Recorder, Battle Mountain, Nevada, as File No. 263946, more particularly described as follows:

Beginning at the Northeast Corner of said Parcel "A-3" being Corner No. 1, the True Point of Beginning;

Thence S 01° 31' 12" E, 203.62 feet along the East Line of said Parcel "A-3" to Corner No. 2, a point being on the Northerly Right of Way of Quail Run as shown on said Parcel Map for Randy Clark and Cindy Jo Clark, File No. 263946;

Thence N 89° 37' 24" W, 428.22 feet along the said Northerly Right of Way of Quail Run to Corner No. 3;

Thence S 01° 32' 13" E, 30.00 feet along the Westerly Right of Way of said Quail Run to Corner No. 4;

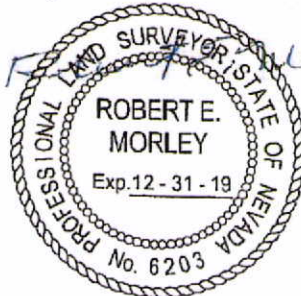
Thence N 89° 37' 24" W, 856.44 feet to Corner No. 5, a point being on the West Line of said Parcel "A-3";

Thence N 01° 34' 25" W, 233.63 feet along the said West Line of Parcel "A-3" to Corner No. 6, a point being the Northwest Corner of said Parcel "A-3";

Thence S 89° 37' 24" E, 1284.87 feet along the said North Line of Parcel "A-3" to Corner No. 1, the point of beginning, containing 6.592 acres, more or less.

Reference is hereby made to Exhibit B, Map of Zone Change for Lander County, Nevada attached hereto and made a part hereof.

Prepared by Robert E. Morley, PLS
640 Idaho Street



High Desert Engineering
Elko, NV 89801

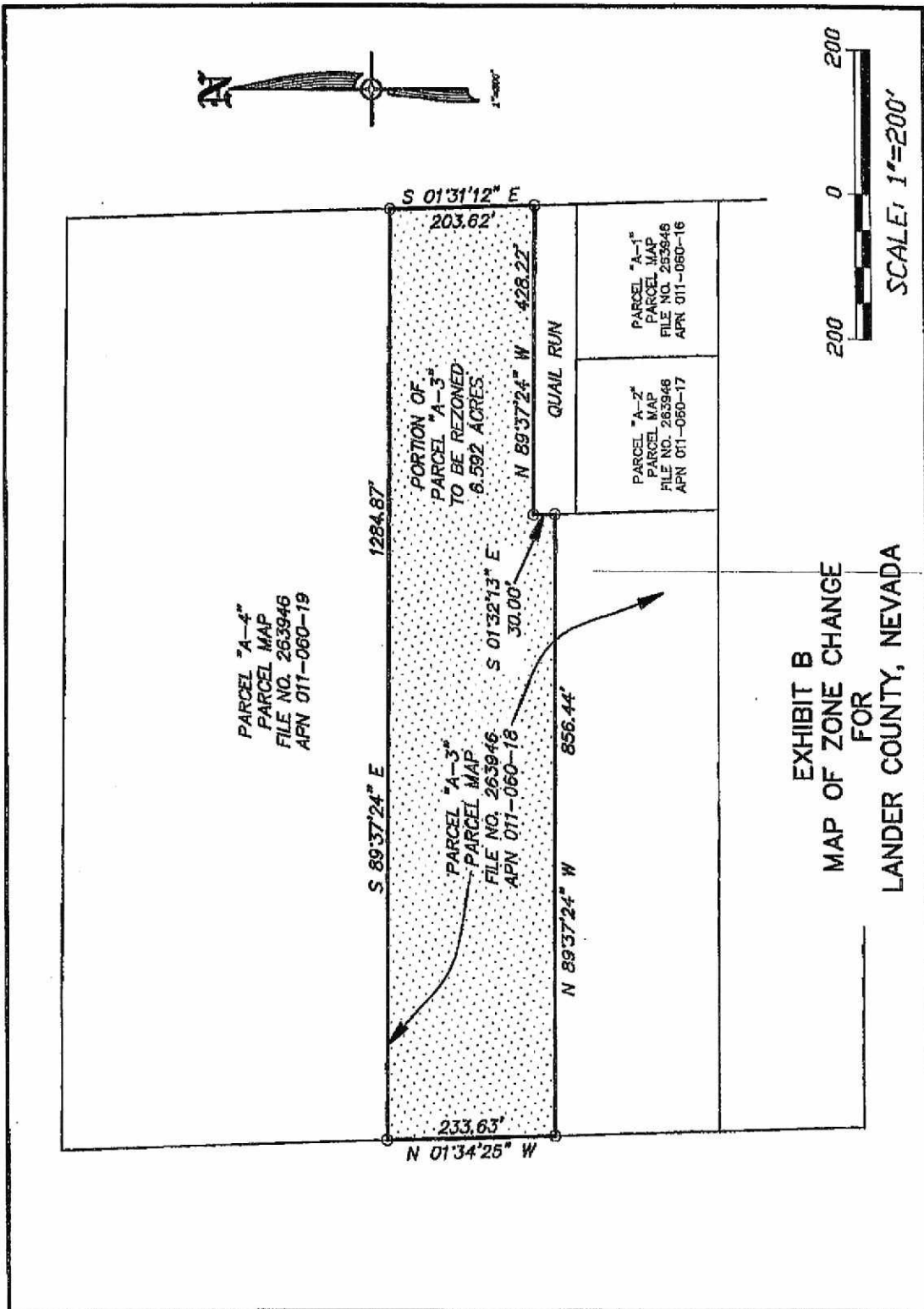


Exhibit C
Zoning Change for Lander County, Nevada
APN 011-060-01

COMMENCING AT THE CENTER ¼ OF SAID SECTION 24, TOWNSHIP 32 NORTH, RANGE, 44 EAST, MDM (MARKED WITH BRASS CAP R.L.S 1404) ALSO KNOWN AS THE POINT OF BEGINNING AND ALSO BEING THE NORTH WESTERN MOST CORNER OF SAID ZONE AREA R1-MO THENCE THE FOLLOWING EIGHT (8) COURSES:

- 1 SOUTH 01°41'07" EAST, 1553.51 FEET.
- 2 SOUTH 88°53'14" EAST, 1323.12 FEET.
- 3 NORTH 00°48'36" WEST, 30 FEET
- 4 NORTH 88°53'14" WEST, 1097.3 FEET.
- 5 NORTHEAST, 1407 FEET
- 6 SOUTH 89°27'33" EAST, 155 FEET
- 7 NORTH 00°48'36" WEST, 468.1 FEET
- 8 NORTH 89°27'33" WEST, 1325.51 FEET TO THE POINT OF BEGINNING, THE NORTH WESTERN MOST CORNER OF SAID ZONE AREA R1-MO AND CONTAINING AN AREA OF 31.89 ACRES, MORE OR LESS, located in Section 24, of Township 32N, Range 44E,

COMMENCING AT THE CENTER ¼ OF SAID SECTION 24, TOWNSHIP 32 NORTH, RANGE, 44 EAST, MDM (MARKED WITH BRASS CAP R.L.S 1404) THENCE THE FOLLOWING SEVEN (7) COURSES:

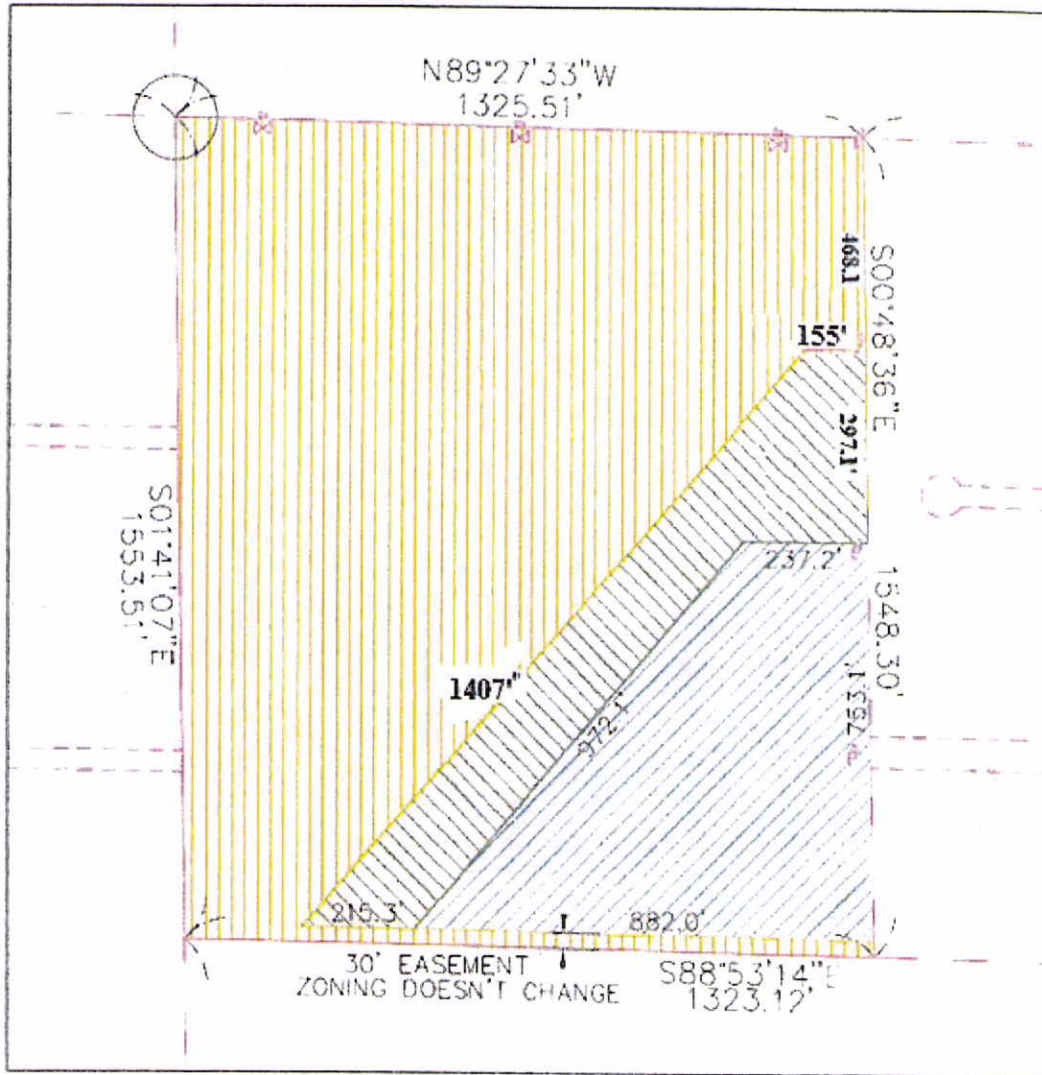
- 1 SOUTH 01°41'07" EAST, 1553.51 FEET.
- 2 SOUTH 88°53'14" EAST, 1323.12 FEET
- 3 NORTH 00°48'36" WEST, 30 FEET ALSO KNOWN AS THE POINT OF BEGINNING AND ALSO BEING THE SOUTH EASTERN MOST CORNER OF SAID ZONE AREA C2
- 4 NORTH 88°53'14" WEST, 882 FEET
- 5 NORTHEAST, 972.1 FEET.
- 6 SOUTH 88°53'14" EAST, 237.2 FEET.
- 7 SOUTH 00°48'36" EAST, 753.1 FEET TO THE POINT OF BEGINNING, THE SOUTH EASTERN MOST CORNER OF SAID ZONE AREA C2 AND CONTAINING AN AREA OF 9.63 ACRES, MORE OR LESS, located in Section 24, of Township 32N, Range 44E,

COMMENCING AT THE CENTER ¼ OF SAID SECTION 24, TOWNSHIP 32 NORTH, RANGE, 44 EAST, MDM (MARKED WITH BRASS CAP R.L.S 1404) THENCE THE FOLLOWING EIGHT (8) COURSES:




- 1 SOUTH 89°27'33" EAST, 1325.51 FEET.
- 2 SOUTH 00°48'36" EAST, 468.1 FEET, ALSO KNOWN AS THE POINT OF BEGINNING AND ALSO BEING THE NORTH EASTERN MOST CORNER OF SAID ZONE AREA C1
- 3 NORTH 89°27'33" WEST, 155 FEET
- 4 SOUTHWEST 1407 FEET
- 5 SOUTH 88°53'14" EAST, 215.3 FEET.
- 6 NORTHEAST, 972.1 FEET.
- 7 SOUTH 88°53'14" EAST, 237.2 FEET
- 8 NORTH 00°48'36" WEST 297.1 FEET TO THE POINT OF BEGINNING, THE NORTH EASTERN MOST CORNER OF SAID ZONE AREA C1 AND CONTAINING AN AREA OF 5.6 ACRES, MORE OR LESS, located in Section 24, of Township 32N, Range 44E,

Exhibit D

Map of Zone Change for Lander County, Nevada



JAY WINTLE PROPERTY ZONE CHANGE
LAYOUT MAP
APN# 01106001

	EXISTING R1-MO 31.89 AC.		PROPOSED C1 5.6 AC.		PROPOSED C2 9.63 AC.
---	--------------------------------	---	---------------------------	--	----------------------------

RECORDING REQUEST BY:

Lander County Clerk

50 State Route 305

Battle Mountain, NV 89820

NOTICE OF ZONING CHANGE: APN 011-060-13, 011-060-14, 011-060-15, 011-060-16,
011-060-17, 011-060-18, 011-060-19, 011-060-01

TITLE OF DOCUMENT

This page added to provide additional information required by NRS 111.312 Section 1-2.
This cover page must be typed or printed.

APN: 011-060-13, 011-060-14, 011-060-15, 011-060-16, 011-060-17, 011-060-18,
011-060-19 & 011-060-01

NOTICE OF ZONE CHANGE

PLEASE TAKE NOTICE that the Lander County Board of Commissioners at its regularly scheduled meeting held on this ____ day of _____ 2019, pursuant to the request of Lander County, did approve and formally change zoning on Lander County Assessor's Parcel Number 011-060-13, 011-060-14, & 011-060-17 from Commercial District (C-1) to Industrial District (M). Lander County Assessor's Parcel Number 011-060-15 & 011-060-16 from Commercial District (C-1) to General Commercial District (C-2). Lander County Assessor's Parcel Number 011-060-18 Southern portion as listed on Exhibit A and shown on Exhibit B, from Commercial District (C-1) to Industrial District (M) & Northern Portion as listed on Exhibit A and shown on Exhibit B, from Single-family Residential District/Manufactured Housing Overlay District/Commercial District (R-1/MO/C-1) to General Commercial District (C-2). Lander County Assessor's Parcel Number 011-060-19 from Single-family Residential District/Manufactured Housing Overlay District/Commercial District (R-1/MO/C-1) to Single-family Residential District/Manufactured Housing Overlay (R-1/MO). 011-060-01 as listed on Exhibit C and shown on Exhibit D.

The real property, commonly known as APN: 011-060-13, 011-060-14, 011-060-15, 011-060-16, 011-060-17, 011-060-18 & 011-060-19, described as Parcel B, C & D – Clark Map #253785, Parcel A-1 through A-4 – Clark Map #263946, and APN:011-060-01 are located in the North ½ of the South East ¼ of Section 24, Township 32 North, Range 44 East, Lander County, Battle Mountain, Nevada.

Dated this ____ day of _____ 2019.

CHAIRPERSON
LANDER COUNTY COMMISSION

Attest: _____
SADIE SULLIVAN
LANDER COUNTY CLERK

EXHIBIT A
ZONING CHANGE FOR LANDER COUNTY, NEVADA
October 31, 2018

A parcel of land located in Section 24, Township 32 North, Range 44 East, M.D.B. & M., Lander County, Nevada, being a portion of Parcel "A-3", as shown on the Parcel Map for the Randy Clark and Cindy Jo Clark, on file in the Office of the Lander County Recorder, Battle Mountain, Nevada, as File No. 263946, more particularly described as follows:

Beginning at the Northeast Corner of said Parcel "A-3" being Corner No. 1, the True Point of Beginning;

Thence S 01° 31' 12" E, 203.62 feet along the East Line of said Parcel "A-3" to Corner No. 2, a point being on the Northerly Right of Way of Quail Run as shown on said Parcel Map for Randy Clark and Cindy Jo Clark, File No. 263946;

Thence N 89° 37' 24" W, 428.22 feet along the said Northerly Right of Way of Quail Run to Corner No. 3;

Thence S 01° 32' 13" E, 30.00 feet along the Westerly Right of Way of said Quail Run to Corner No. 4;

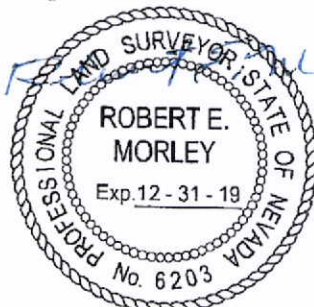
Thence N 89° 37' 24" W, 856.44 feet to Corner No. 5, a point being on the West Line of said Parcel "A-3";

Thence N 01° 34' 25" W, 233.63 feet along the said West Line of Parcel "A-3" to Corner No. 6, a point being the Northwest Corner of said Parcel "A-3";

Thence S 89° 37' 24" E, 1284.87 feet along the said North Line of Parcel "A-3" to Corner No. 1, the point of beginning, containing 6.592 acres, more or less.

Reference is hereby made to Exhibit B, Map of Zone Change for Lander County, Nevada attached hereto and made a part hereof.

Prepared by Robert E. Morley, PLS
640 Idaho Street



High Desert Engineering
Elko, NV 89801

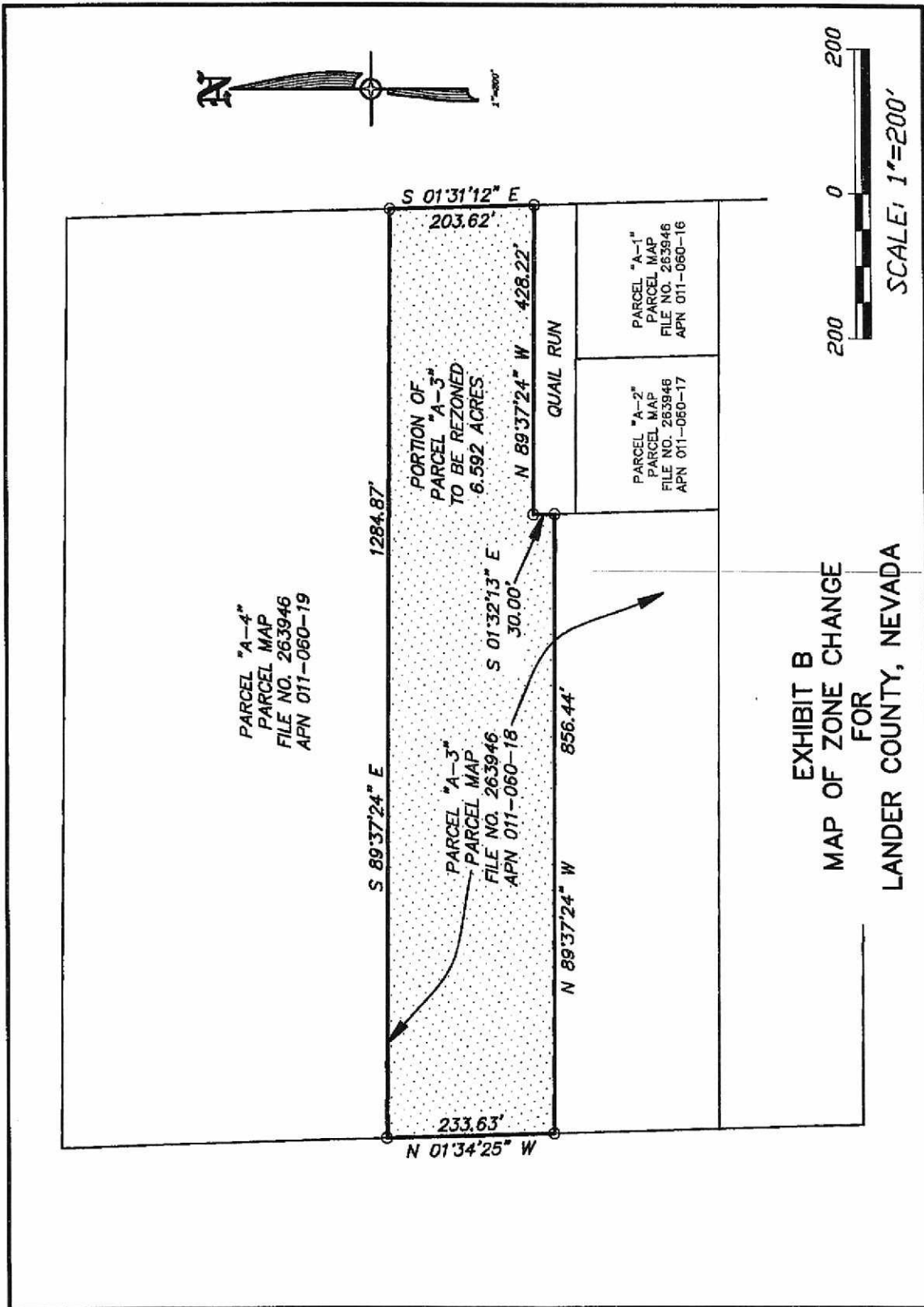


Exhibit C
Zoning Change for Lander County, Nevada
APN 011-060-01

COMMENCING AT THE CENTER ¼ OF SAID SECTION 24, TOWNSHIP 32 NORTH, RANGE, 44 EAST, MDM (MARKED WITH BRASS CAP R.L.S 1404) ALSO KNOWN AS THE POINT OF BEGINNING AND ALSO BEING THE NORTH WESTERN MOST CORNER OF SAID ZONE AREA R1-MO THENCE THE FOLLOWING EIGHT (8) COURSES:

- 1 SOUTH 01°41'07" EAST, 1553.51 FEET.
- 2 SOUTH 88°53'14" EAST, 1323.12 FEET.
- 3 NORTH 00°48'36" WEST, 30 FEET
- 4 NORTH 88°53'14" WEST, 1097.3 FEET.
- 5 NORTHEAST, 1407 FEET
- 6 SOUTH 89°27'33" EAST, 155 FEET
- 7 NORTH 00°48'36" WEST, 468.1 FEET
- 8 NORTH 89°27'33" WEST, 1325.51 FEET TO THE POINT OF BEGINNING, THE NORTH WESTERN MOST CORNER OF SAID ZONE AREA R1-MO AND CONTAINING AN AREA OF 31.89 ACRES, MORE OR LESS, located in Section 24, of Township 32N, Range 44E,

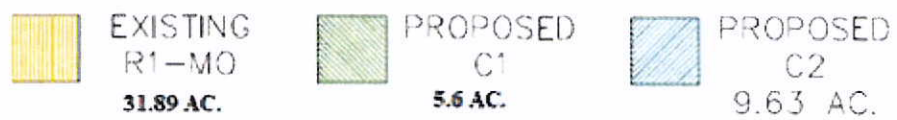
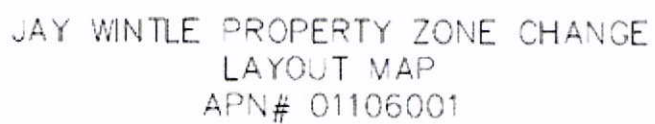
COMMENCING AT THE CENTER ¼ OF SAID SECTION 24, TOWNSHIP 32 NORTH, RANGE, 44 EAST, MDM (MARKED WITH BRASS CAP R.L.S 1404) THENCE THE FOLLOWING SEVEN (7) COURSES:

- 1 SOUTH 01°41'07" EAST, 1553.51 FEET.
- 2 SOUTH 88°53'14" EAST, 1323.12 FEET
- 3 NORTH 00°48'36" WEST, 30 FEET ALSO KNOWN AS THE POINT OF BEGINNING AND ALSO BEING THE SOUTH EASTERN MOST CORNER OF SAID ZONE AREA C2
- 4 NORTH 88°53'14" WEST, 882 FEET
- 5 NORTHEAST, 972.1 FEET.
- 6 SOUTH 88°53'14" EAST, 237.2 FEET.
- 7 SOUTH 00°48'36" EAST, 753.1 FEET TO THE POINT OF BEGINNING, THE SOUTH EASTERN MOST CORNER OF SAID ZONE AREA C2 AND CONTAINING AN AREA OF 9.63 ACRES, MORE OR LESS, located in Section 24, of Township 32N, Range 44E,

COMMENCING AT THE CENTER ¼ OF SAID SECTION 24, TOWNSHIP 32 NORTH, RANGE, 44 EAST, MDM (MARKED WITH BRASS CAP R.L.S 1404) THENCE THE FOLLOWING EIGHT (8) COURSES:

- 1 SOUTH 89°27'33" EAST, 1325.51 FEET.
- 2 SOUTH 00°48'36" EAST, 468.1 FEET. ALSO KNOWN AS THE POINT OF BEGINNING AND ALSO BEING THE NORTH EASTERN MOST CORNER OF SAID ZONE AREA C1
- 3 NORTH 89°27'33" WEST, 155 FEET
- 4 SOUTHWEST 1407 FEET
- 5 SOUTH 88°53'14" EAST, 215.3 FEET.
- 6 NORTHEAST, 972.1 FEET.
- 7 SOUTH 88°53'14" EAST, 237.2 FEET
- 8 NORTH 00°48'36" WEST 297.1 FEET TO THE POINT OF BEGINNING, THE NORTH EASTERN MOST CORNER OF SAID ZONE AREA C1 AND CONTAINING AN AREA OF 5.6 ACRES, MORE OR LESS, located in Section 24, of Township 32N, Range 44E,

Map of Zone Change for Lander County, Nevada



LANDER COUNTY COMMISSIONERS MEETING
2/14/2019

Agenda Item Number __5__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding approval/disapproval of a zone change request from the Lander County Planning Department changing 002-330-20 & 002-330-23 from Commercial District (C-1) to General Commercial District (C-2), all located in Battle Mountain, and all other matters properly related thereto.

Public Comment:

Background: This is a clean up of commercial areas in Battle Mountain that are out of compliance of zoning code. This item has been heard at three Planning Commission Meetings. All postings and notifications were properly made, no negative feedback from public.

Recommended Action: Please review the packet and approve/disapprove the zone change application. If disapproved please provide feedback on what changes need to be made.

LANDER COUNTY PLANNING COMMISSION

January 9, 2019

AGENDA ITEM NUMBER 3

- 1) *Discussion for possible action regarding approval/disapproval of the following Zone Change, and other matters properly related thereto:

Applicant:	Lander County Planning Department
Location:	Lemaire Road & Bastian Road
APN:	002-330-20 & 002-330-23
Type:	To change 002-330-20 & 002-330-23 from Commercial District (C-1) to General Commercial District (C-2).

Staff Comments:

This file was sent to: County Executive Director, Public works, Building Official, Assessor and District Attorney.

RECORDING REQUEST BY:

Lander County Clerk

50 State Route 305

Battle Mountain, NV 89820

NOTICE OF ZONING CHANGE: APN 002-330-20 & 002-330-23

TITLE OF DOCUMENT

This page added to provide additional information required by NRS 111.312 Section 1-2.
This cover page must be typed or printed.

APN: 002-330-20 & 002-330-23

NOTICE OF ZONE CHANGE

PLEASE TAKE NOTICE that the Lander County Board of Commissioners at its regularly scheduled meeting held on this ____ day of _____ 2019, pursuant to the request of Lander County, did approve and formally change zoning on Lander County Assessor's Parcel Number 002-330-20 & 002-330-23 from Commercial District (C-1) to General Commercial Districts (C-2).

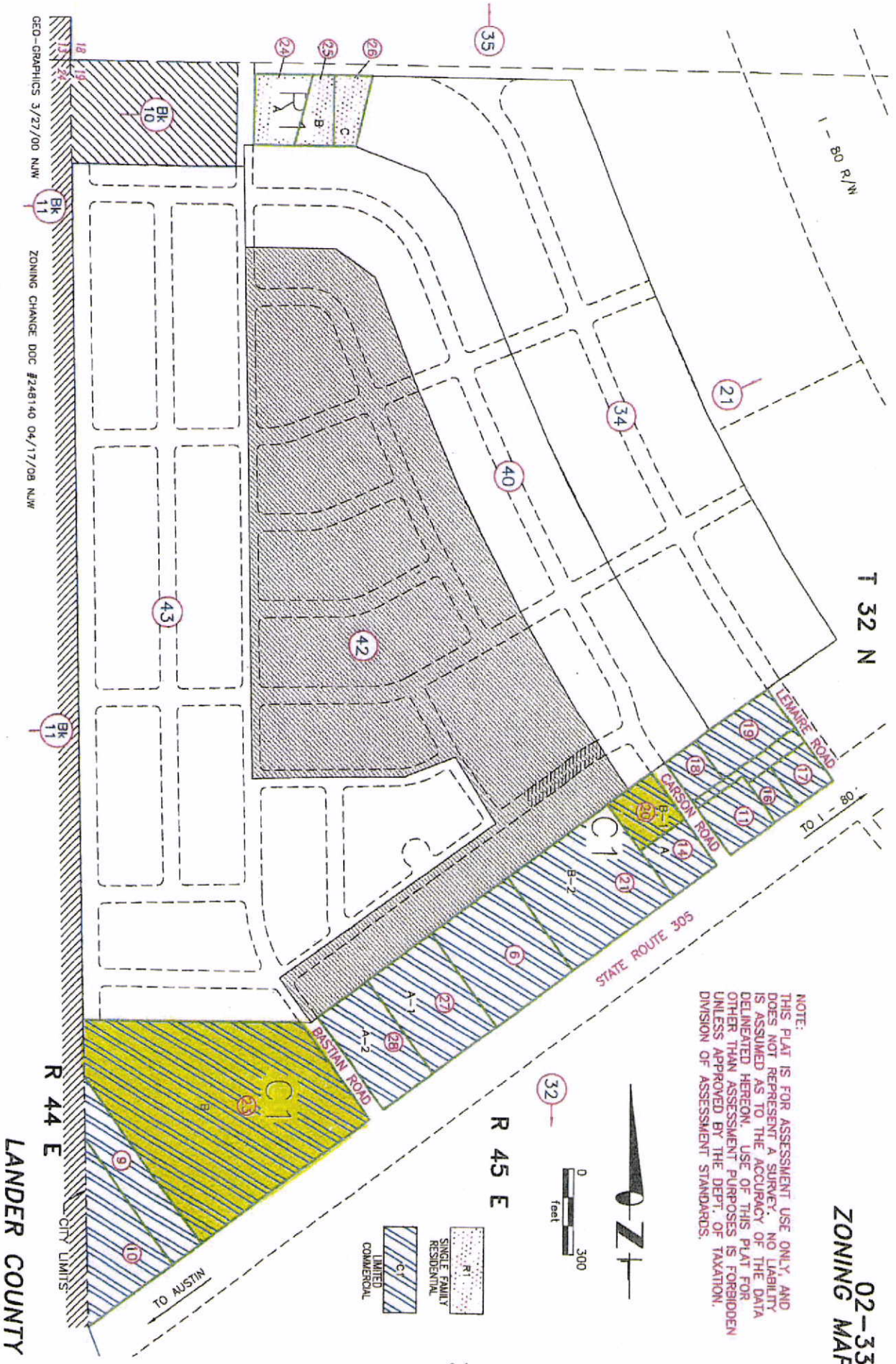
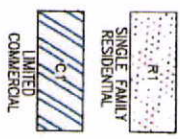
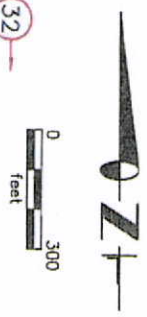
Dated this ____ day of _____ 2019.

CHAIRPERSON
LANDER COUNTY COMMISSION

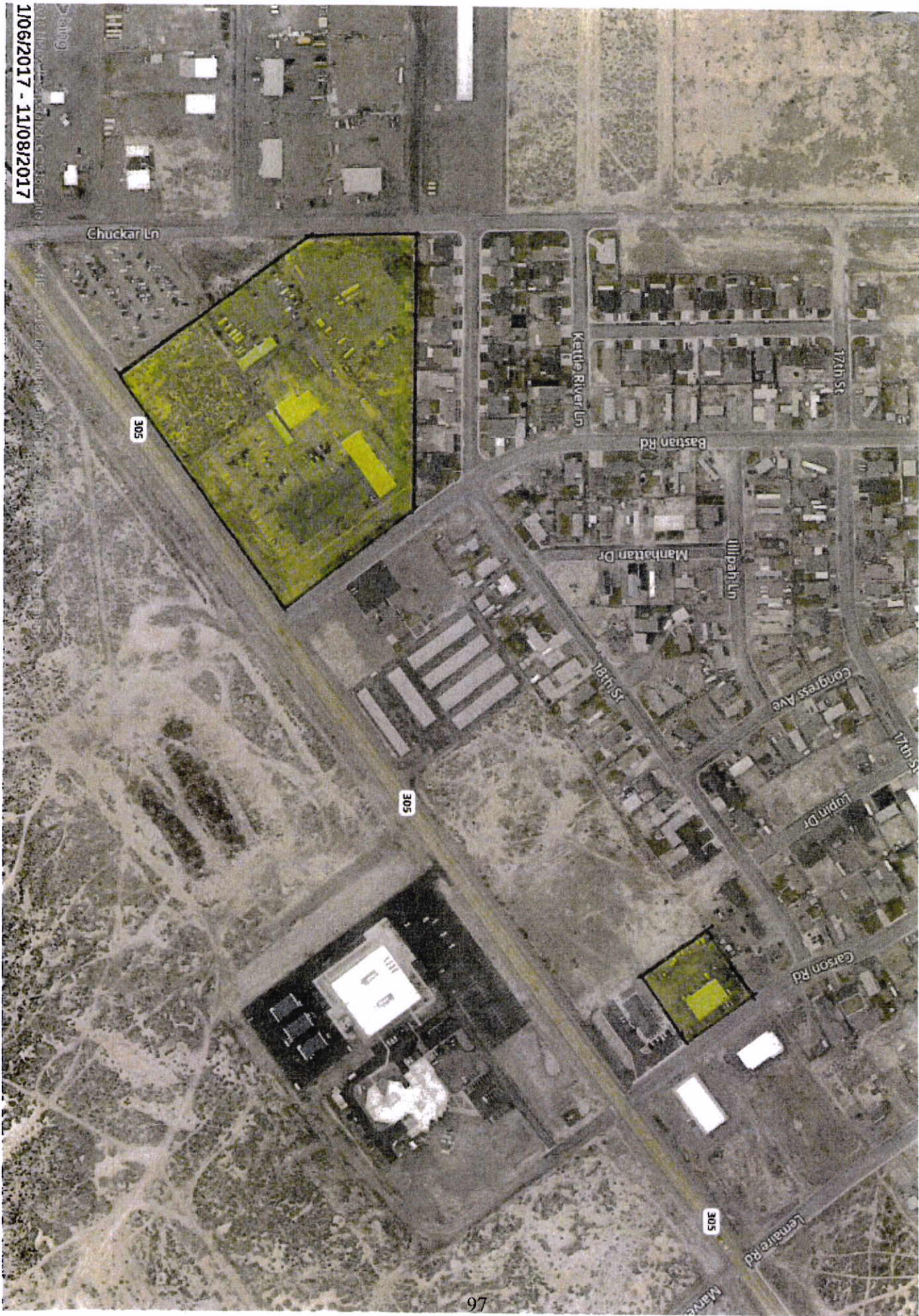
Attest: _____
SADIE SULLIVAN
LANDER COUNTY CLERK

02-33 ZONING MAP

NOTE:
THIS PLAT IS FOR ASSESSMENT USE ONLY, AND DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE ACCURACY OF THE DATA DELINEATED HEREON. USE OF THIS PLAT FOR OTHER THAN ASSESSMENT PURPOSES IS FORBIDDEN UNLESS APPROVED BY THE DEPT. OF TAXATION, DIVISION OF ASSESSMENT STANDARDS.



11/06/2017 - 11/08/2017



RECORDING REQUEST BY:

Lander County Clerk

50 State Route 305

Battle Mountain, NV 89820

NOTICE OF ZONING CHANGE: APN 002-330-20 & 002-330-23

TITLE OF DOCUMENT

This page added to provide additional information required by NRS 111.312 Section 1-2.
This cover page must be typed or printed.

APN: 002-330-20 & 002-330-23

NOTICE OF ZONE CHANGE

PLEASE TAKE NOTICE that the Lander County Board of Commissioners at its regularly scheduled meeting held on this ____ day of _____, 2019, pursuant to the request of Lander County, did approve and formally change zoning on Lander County Assessor's Parcel Number 002-330-20 & 002-330-23 from Commercial District (C-1) to General Commercial Districts (C-2).

Dated this ____ day of _____, 2019.

CHAIRPERSON
LANDER COUNTY COMMISSION

Attest: _____
SADIE SULLIVAN
LANDER COUNTY CLERK

DOC #: 289316

02/28/2019 03:15 PM Page: 1 of 2

OFFICIAL RECORD

Requested By:
LANDER COUNTY CLERK

Lander County, NV
Lesley Bunch, Recorder

Fee: \$0.00 RPTT: \$0.00
Recorded By: kmccconville



RECORDING REQUESTED BY:

Lander County Commissioners
50 State Route 305
Battle Mountain, NV 89820

Notice of Zoning Change

APN 002-330-20, Owner: Price, Todd J. & Alicia A.

APN 002-330-23, Owner: Constantine LLC

Commission Meeting: February 14, 2019

Item # 5

This page added to provide information required by NRS 111.312 Sections 1-2

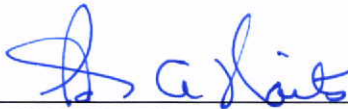
This cover page must be typed or printed.

APN: 002-330-20 & 002-330-23

NOTICE OF ZONE CHANGE

PLEASE TAKE NOTICE that the Lander County Board of Commissioners at its regularly scheduled meeting held on this 28th day of Feb 2019, pursuant to the request of Lander County, did approve and formally change zoning on Lander County Assessor's Parcel Number 002-330-20 Todd J & Alicia A Price & 002-330-23 Constantine LC % Presido Bay Ventures, LLC, from Commercial District (C-1) to General Commercial Districts (C-2).

Dated this 28 day of Feb 2019.



PATSY WAITS
CHAIRPERSON LANDER COUNTY COMMISSION

Attest:



SADIE SULLIVAN
LANDER COUNTY CLERK

LANDER COUNTY COMMISSIONERS MEETING
2/14/2019

Agenda Item Number __6__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding approval/disapproval of a zone change request from the Lander County Planning Department changing 003-101-08, 003-155-01, 003-211-04 & 003-211-05 from Common Area to Commercial District (C-1) and 003-151-41, 003-161-56 through 003-161-65, 003-171-15, 003-191-16, 003-221-21, 003-231-04 through 003-231-08, 003-231-12 through 003-231-14 from Common Area to Single-Family Residential District (R-1), all located in Kingston, and all other matters properly related thereto.

Public Comment:

Background: This is a clean up of property that is zoned common area that is privately owned putting them out of compliance with zoning code. This item has been heard at two Planning Commission meetings with all postings and notices being properly done.

Recommended Action: Please review the packet and approve/disapprove the zone change application. If disapproved, please give feedback on what changes need to be made.

LANDER COUNTY PLANNING COMMISSION

January 9, 2019

AGENDA ITEM NUMBER 4

- 1) *Discussion for possible action regarding approval/disapproval of the following Zone Change, and other matters properly related thereto:

Applicant:	Lander County Planning Department
Location:	Various Kingston Parcels Listed on Exhibit
APN:	003-101-08, 003-151-41, 003-155-01, 003-161-56 through 003-161-65, 003-171-15, 003-191-16, 003-221-21, 003-231-04 through 003-231-08, 003-231-12 through 003-231-14, 003-211-04 & 003-211-05.
Type:	To change 003-101-08, 003-155-01, 003-211-04 & 003-211-05 from Common area to Commercial District (C-1) and 003-151-41, 003-161-56 through 003-161-65, 003-171-15, 003-191-16, 003-221-21, 003-231-04 through 003-231-08, 003-231-12 through 003-231-14 from Common Area to Single Family Residential (R-1).

Staff Comments:

This file has been sent to:

County Executive Director, Public works, Building Official, Assessor and District Attorney.

It has been brought to the attention of the county that there are many parcels in Kingston zoned as Common Area that are privately owned. These need to be changed to show the correct zoning of R-1 or C-1, privately owned land cannot be zoned as Common Area. These lots are, at the time, unsellable and unbuildable due to the zoning.

RECORDING REQUEST BY:

Lander County Clerk

50 State Route 305

Battle Mountain, NV 89820

NOTICE OF ZONING CHANGE: APN 003-101-08, 003-151-41, 003-155-01,
003-161-56 through 003-161-65, 003-171-15, 003-191-16, 003-221-21,
003-231-04 through 003-231-08, 003-231-12 through 003-231-14, 003-211-04
& 003-211-05.

TITLE OF DOCUMENT

This page added to provide additional information required by NRS 111.312 Section 1-2.
This cover page must be typed or printed.

APN: 003-101-08, 003-151-41, 003-155-01, 003-161-56 through 003-161-65,
003-171-15, 003-191-16, 003-221-21, 003-231-04 through 003-231-08,
003-231-12 through 003-231-14, 003-211-04 & 003-211-05.

NOTICE OF ZONE CHANGE

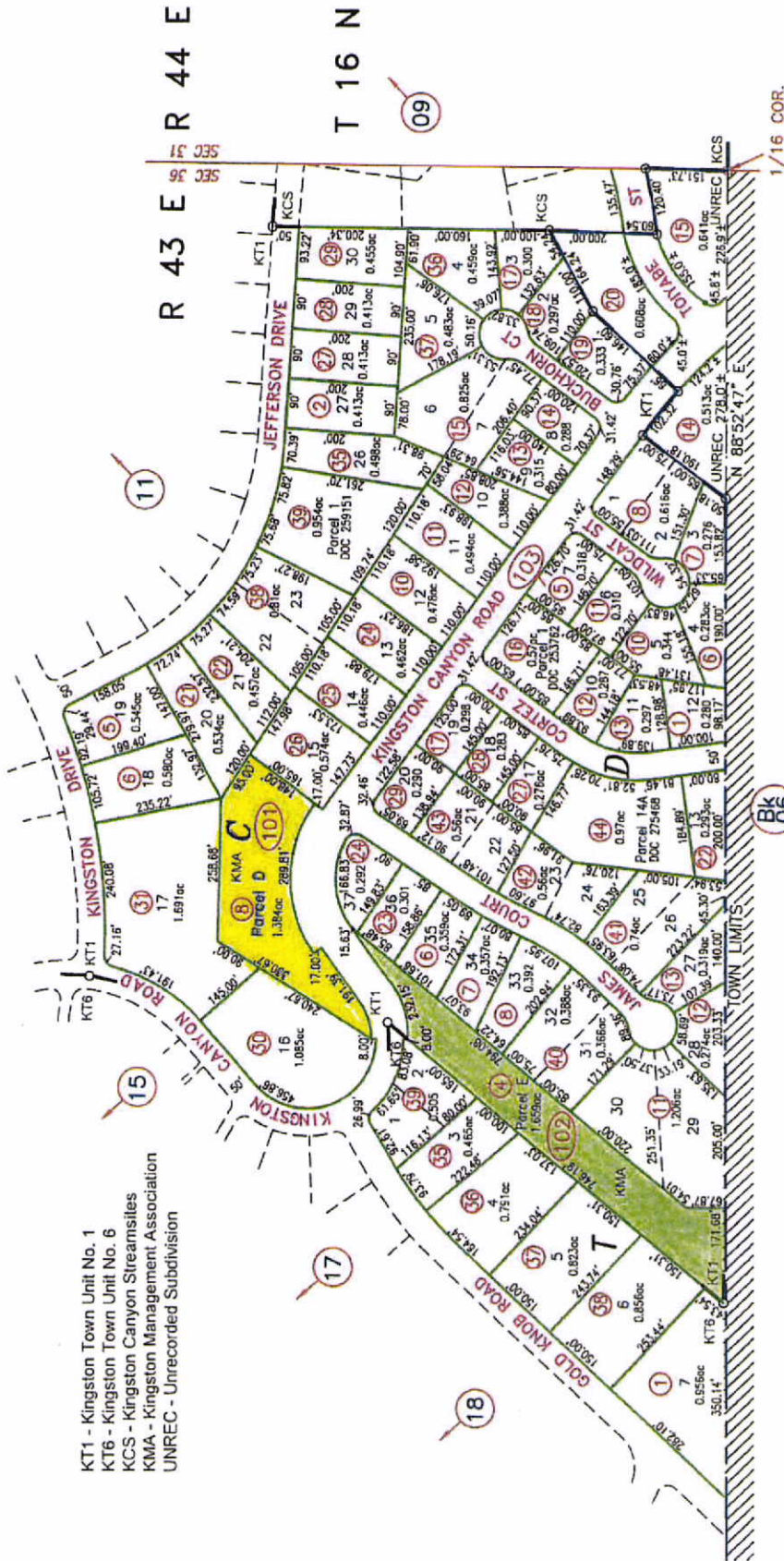
PLEASE TAKE NOTICE that the Lander County Board of Commissioners at its regularly scheduled meeting held on this ____ day of _____ 2018, pursuant to the request of Lander County, did approve and formally change zoning on Lander County Assessor's Parcel Number 003-101-08, 003-155-01, 003-211-04 & 003-211-05 from Common Area to Commercial District (C-1) and 003-151-41, 003-161-56, 003-161-57, 003-161-58, 003-161-59, 003-161-60, 003-161-61, 003-161-62, 003-161-63, 003-161-64, 003-161-65, 003-171-15, 003-191-16, 003-221-21, 003-231-04, 003-231-05, 003-231-06, 003-231-07, 003-231-08, 003-231-12, 003-231-13, 003-231-14 from Common Area to Single Family Residential (R-1).

Dated this ____ day of _____ 2019.

CHAIRPERSON
LANDER COUNTY COMMISSION

Attest: _____
SADIE SULLIVAN
LANDER COUNTY CLERK

A Portion of Section 36



NOTE: THIS PLAT IS FOR ASSESSMENT USE ONLY, AND DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE ACCURACY OF THE DATA DELINEATED HEREON. USE OF THIS PLAT FOR OTHER THAN ASSESSMENT PURPOSES IS FORBIDDEN UNLESS APPROVED BY THE DEPARTMENT OF TAXATION, DIVISION OF ASSESSMENT STANDARDS.

COMBINE 03-102-19, 20 & 21 TO FORM 03-102-44 DOC #275468
 COMBINE 03-102-30 & 31 TO FORM 03-102-43 DOC #0253810
 COMBINE 03-102-32 & 33 TO FORM 03-102-42 DOC #0253809
 COMBINE 03-102-14 & 34 TO FORM 03-102-41 DOC #0249053
 COMBINE 03-101-33 & 34 TO FORM 03-101-39 DOC #259151
 COMBINE 03-101-23 & 32 TO FORM 03-101-38 DOCS #249452, #259153
 COMBINE 03-103-03 & 04 TO FORM 03-103-16 DOC #253762, 08/03/17 NJW

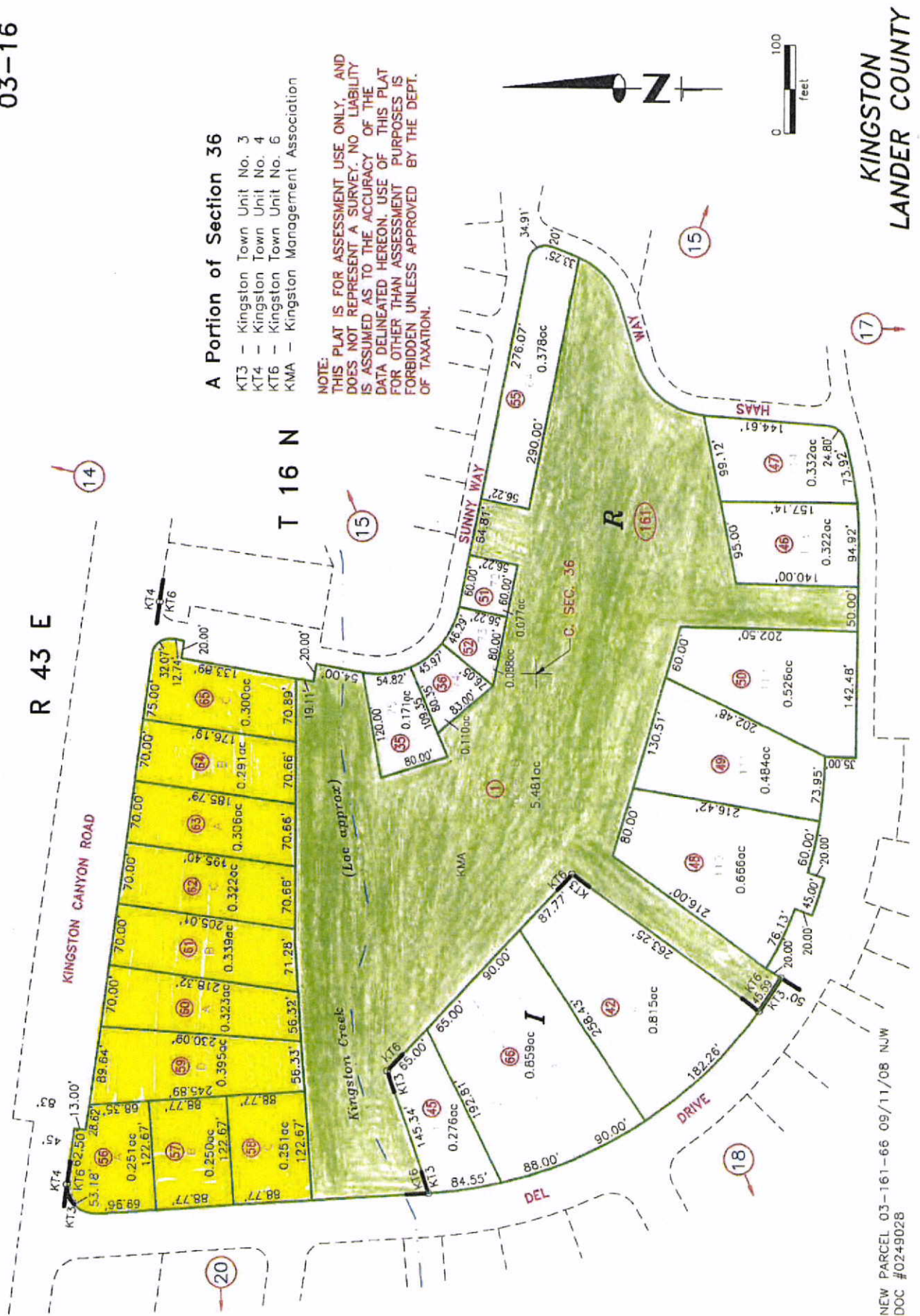
KINGSTON
 LANDER COUNTY





COMBINE 03-151-21 & 34 TO FORM 03-151-40 DOC #Z49278
RECORD OF SURVEY FOR 03-151-40 DOC #253099 08/02/2017 NJW

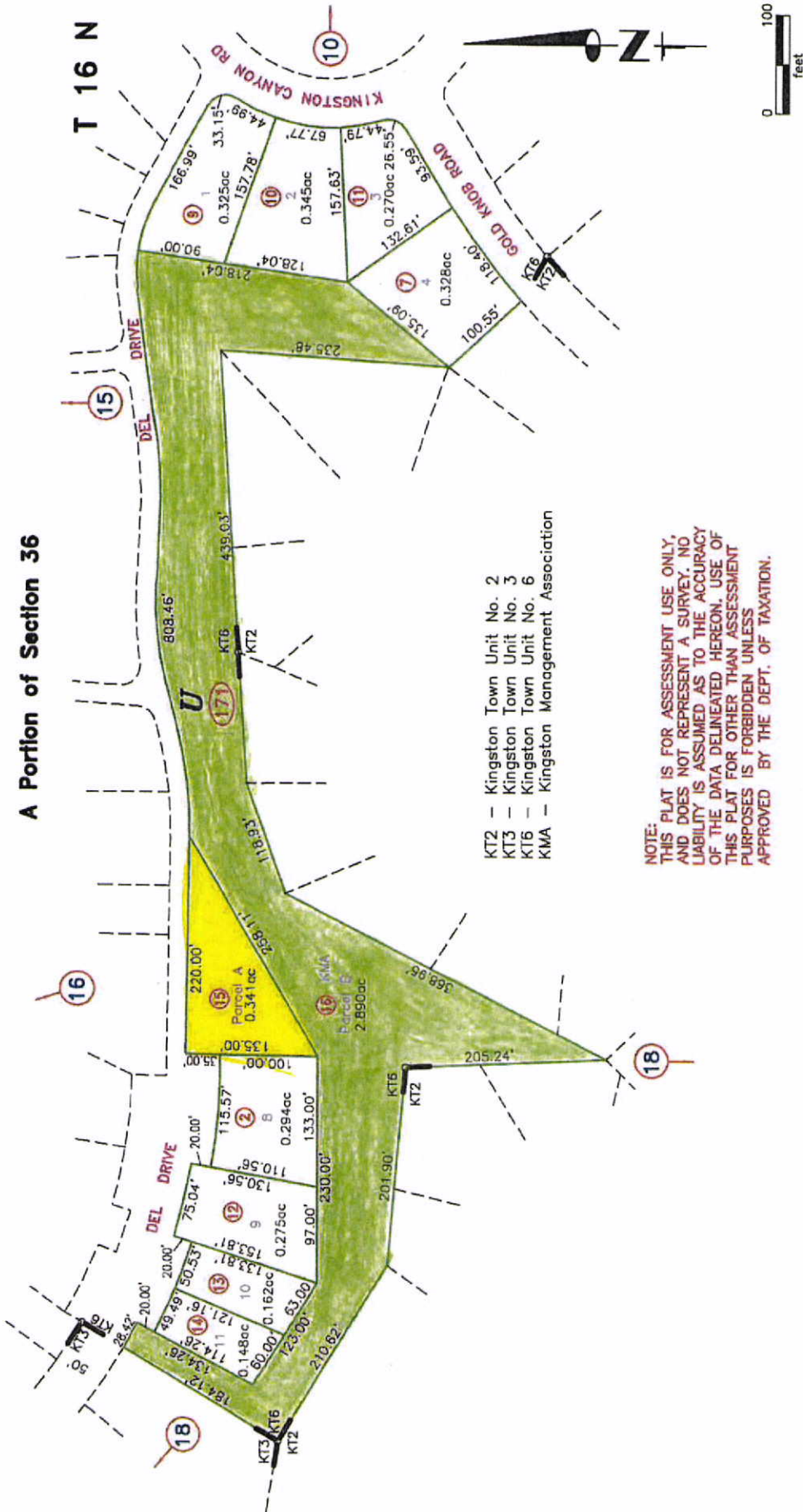






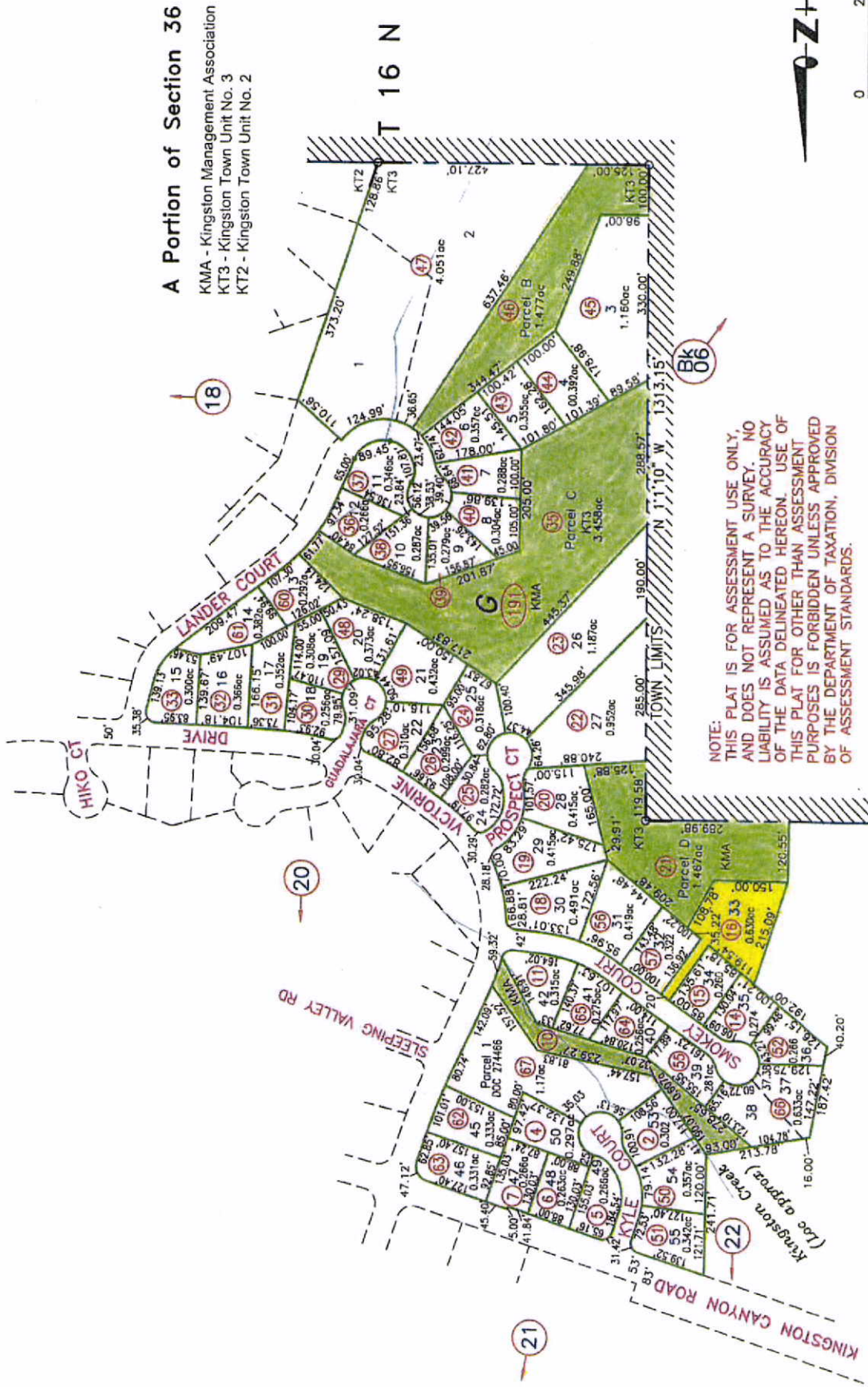
R 43 E

A Portion of Section 36



KINGSTON
LANDER COUNTY

R 43 E



KINGSTON
LANDER COUNTY

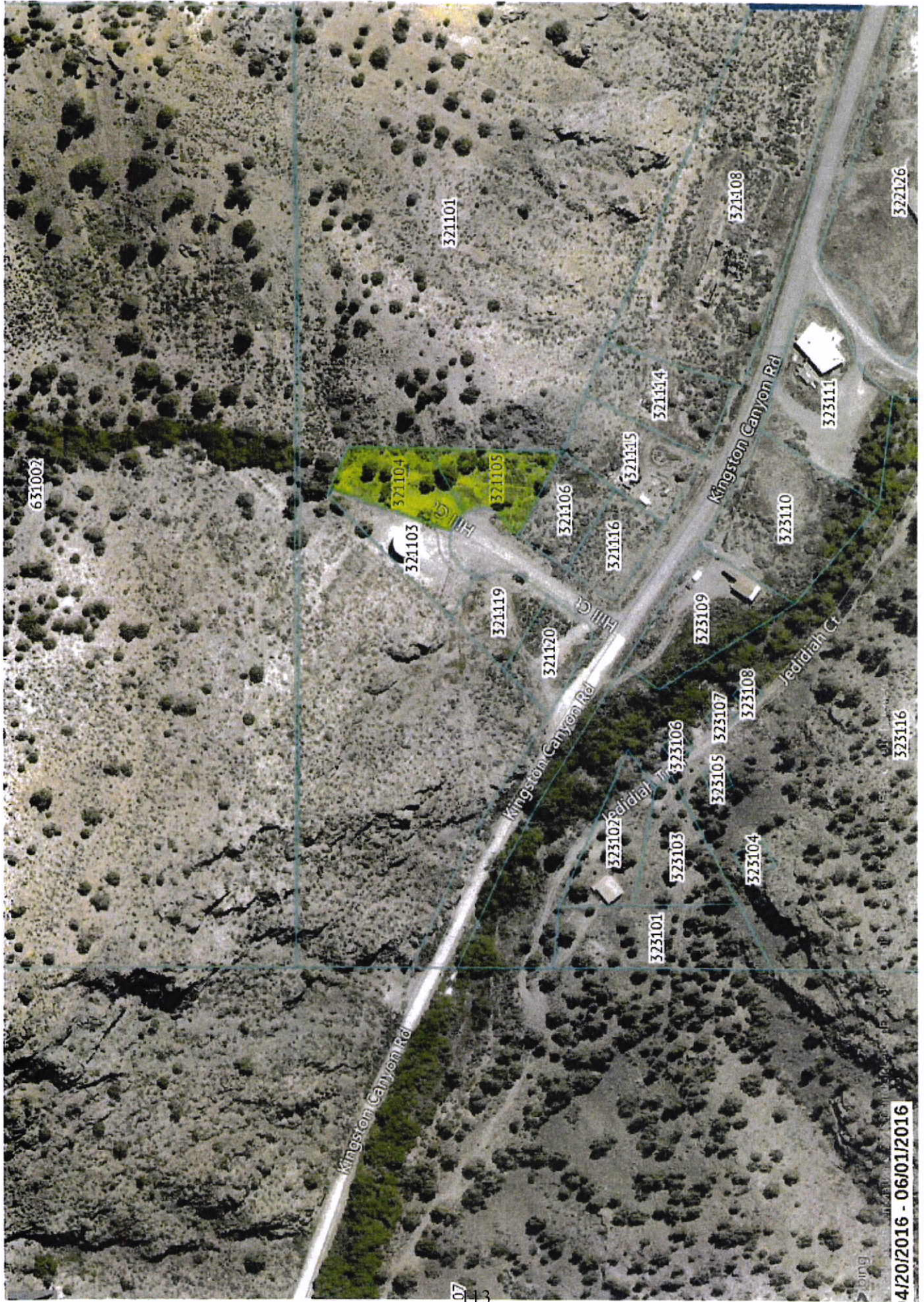


R 43 E A Portion of Section 35 & 36



RECORD OF SURVEY 03-211-03 DOC #266763, 08/01/17 NJW

KINGSTON
LANDER COUNTY



631002

321101

321108

322126

321104

321119

321106

321115

321114

323111

323110

321103

321120

323109

323108

323116

Kingston Canyon Rd

Jedidiah Ct

323106

323105

323107

323102

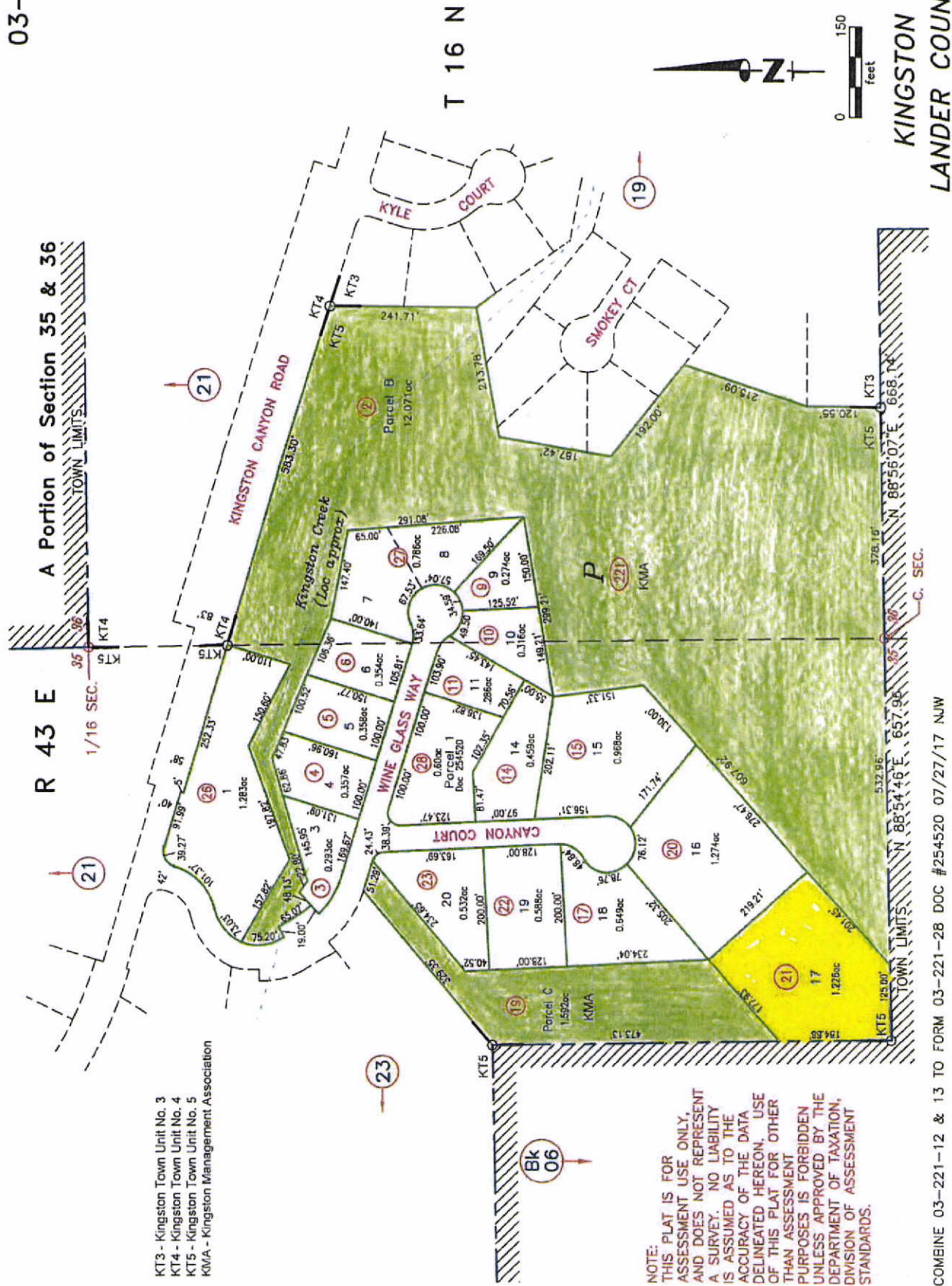
323103

323104

323101

Kingston Canyon Rd

4/20/2016 - 06/01/2016







RECORDING REQUEST BY:

Lander County Clerk

50 State Route 305

Battle Mountain, NV 89820

NOTICE OF ZONING CHANGE: APN 003-101-08, 003-151-41, 003-155-01,
003-161-56 through 003-161-65, 003-171-15, 003-191-16, 003-221-21,
003-231-04 through 003-231-08, 003-231-12 through 003-231-14, 003-211-04
& 003-211-05.

TITLE OF DOCUMENT

This page added to provide additional information required by NRS 111.312 Section 1-2.
This cover page must be typed or printed.

APN: 003-101-08, 003-151-41, 003-155-01, 003-161-56 through 003-161-65,
003-171-15, 003-191-16, 003-221-21, 003-231-04 through 003-231-08,
003-231-12 through 003-231-14, 003-211-04 & 003-211-05.

NOTICE OF ZONE CHANGE

PLEASE TAKE NOTICE that the Lander County Board of Commissioners at its regularly scheduled meeting held on this ____ day of _____ 2018, pursuant to the request of Lander County, did approve and formally change zoning on Lander County Assessor's Parcel Number 003-101-08, 003-155-01, 003-211-04 & 003-211-05 from Common Area to Commercial District (C-1) and 003-151-41, 003-161-56, 003-161-57, 003-161-58, 003-161-59, 003-161-60, 003-161-61, 003-161-62, 003-161-63, 003-161-64, 003-161-65, 003-171-15, 003-191-16, 003-221-21, 003-231-04, 003-231-05, 003-231-06, 003-231-07, 003-231-08, 003-231-12, 003-231-13, 003-231-14 from Common Area to Single Family Residential (R-1).

Dated this ____ day of _____ 2019.

CHAIRPERSON
LANDER COUNTY COMMISSION

Attest: _____
SADIE SULLIVAN
LANDER COUNTY CLERK

DOC #: 289317

02/28/2019 03:15 PM Page: 1 of 2

OFFICIAL RECORD

Requested By:
LANDER COUNTY CLERK

Lander County, NV
Lesley Bunch, Recorder

Fee: \$0.00 RPTT: \$0.00
Recorded By: kmccconville



RECORDING REQUESTED BY:

Lander County Commissioners
50 State Route 305
Battle Mountain, NV 89820

Notice of Zoning Change

APN 003-101-08, Owner: Shelley Family Trust, M & S	APN 003-191-16, Owner: Kemp, Gary L. & Betty L.
APN 003-151-41, Owner: Shelley Family Trust, M & S	APN 003-221-21, Owner: Wood, Carl Owen
APN 003-155-01, Owner: Miles, John & Ann	APN 003-231-04, Owner: Beach, Donna M. Costa
APN 003-161-56, Owner: Shelley Family Trust, M & S	APN 003-231-05, Owner: Lander County Treasurer
APN 003-161-57, Owner: Shelley Family Trust, M & S	APN 003-231-06, Owner: Bailey, William III & Susan C.
APN 003-161-58, Owner: Shelley Family Trust, M & S	APN 003-231-07, Owner: Decosta, Richard C. Jr.
APN 003-161-59, Owner: Shelley Family Trust, M & S	APN 003-231-08, Owner: Ramos, Robert
APN 003-161-60, Owner: Shelley Family Trust, M & S	APN 003-231-12, Owners: Lander County Treasurer
APN 003-161-61, Owner: Shelley Family Trust, M & S	APN 003-231-13, Owners: Allen, Ernest & Sunny
APN 003-161-62, Owner: Shelley Family Trust, M & S	APN 003-231-14, Owners: Bates, Ryan Cullen
APN 003-161-63, Owner: Lage, James R. & Marlana C/S	APN 003-211-04, Owner: Hirsch, Carmen
APN 003-161-64, Owner: Lage, James R. & Marlana C/S	APN 003-211-05, Owner: Murphy, Timothy J.
APN 003-161-65, Owner: Lage, James R. & Marlana C/S	
APN 003-171-15, Owner: Costa, Donna M.	

Commission Meeting: February 14, 2019

Item # 6

This page added to provide information required by NRS 111.312 Sections 1-2

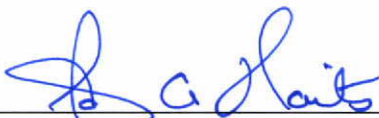
This cover page must be typed or printed.

APN: 003-101-08, 003-151-41, 003-155-01, 003-161-56 through 003-161-65,
003-171-15, 003-191-16, 003-221-21, 003-231-04 through 003-231-08,
003-231-12 through 003-231-14, 003-211-04 & 003-211-05.

NOTICE OF ZONE CHANGE

PLEASE TAKE NOTICE that the Lander County Board of Commissioners at its regularly scheduled meeting held on this 28th day of Feb. 2019, pursuant to the request of Lander County, did approve and formally change zoning on Lander County Assessor's Parcel Number 003-101-08 Shelley Family Trust, 003-155-01 John & Ann Miles, 003-211-04 Timothy Murphy & 003-211-05 Carmen Hirsch from Common Area to Commercial District (C-1) and 003-151-41 Shelley Family Trust, 003-161-56, 003-161-57, 003-161-58, 003-161-59, 003-161-60, 003-161-61, 003-161-62 all in the ownership of the Shelley Family Trust, 003-161-63, 003-161-64, 003-161-65 all in the ownership of James & Marlena Lage, 003-171-15 Donna Costa, 003-191-16 Gary & Betty Kemp, 003-221-21 Carl Wood, 003-231-04 Donna Costa Beach, 003-231-05 Lander County Treasurer, 003-231-06 William & Susan Bailey, 003-231-07 Richard DeCosta Jr., 003-231-08 Robert Ramos, 003-231-12 Lander County Treasurer, 003-231-13 Ernest & Sunny Allen, and 003-231-14 Ryan Cullen, from Common Area to Single Family Residential (R-1).

Dated this 28 day of Feb 2019.



PATSY WAITS
CHAIRPERSON LANDER COUNTY COMMISSION

Attest: Sadie Sullivan
SADIE SULLIVAN
LANDER COUNTY CLERK

LANDER COUNTY COMMISSIONERS MEETING
2/14/2019

Agenda Item Number __7__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action for the Lander County Commission to approve/disapprove plans by the Lander Economic Development Authority for a Lander County Owned Industrial Park located by the Battle Mountain Airport, and if approved, to include regular updates to the commission on infrastructure costs, and all other matters properly related thereto.

Public Comment:

Background: Over the last 6 months Lander Economic Development Authority has been holding workshops to find a location for a possible industrial park. Members of the public, NNRDA, and the Planning Commission have also attended these workshops.

Recommended Action:




Industrial Parks

The importance and how too of it all.

Importance of industrial parks

1. They contribute to the development of the county, state and country's infrastructure.
2. Promote modernization of the community.
3. Create employment opportunities for residents.
4. Contribute to ecological preservation.
5. Promote capacity for research and technological development.
6. Establish a comprehensive framework for orderly industrial planning and zoning.
7. Increase tax base and revenues.
8. Increase the living standards of the communities where they are established.

<http://www.parqueslasamericas.com/?p=2028>



**"There is no
power for change
greater than a
community
discovering what
it cares about."**

MARGARET J. WHEATLEY

Empty Parks

There are "Industrial Parks" that remain empty in many communities and in many countries. It takes a large amount of skill and effort to make an industrial park attractive. It is not the government officials or the industrial park developers who decide which firms or industries will come to the designated area. It is up to the manufacturing firms to make that decision. It is not enough just to put an industrial designation on a piece of land and call it an "Industrial Park". There is a large amount of planning and laying of infrastructure to entice industries to choose your community as their Hub.
<http://www.grips.ac.jp/forum/mosule/Vietnam/indparks.html>

"Almost all quality improvement comes via simplification of design, manufacturing, layout, processes, and procedures."

~Tom Peters

EverythingSupplyChain.com

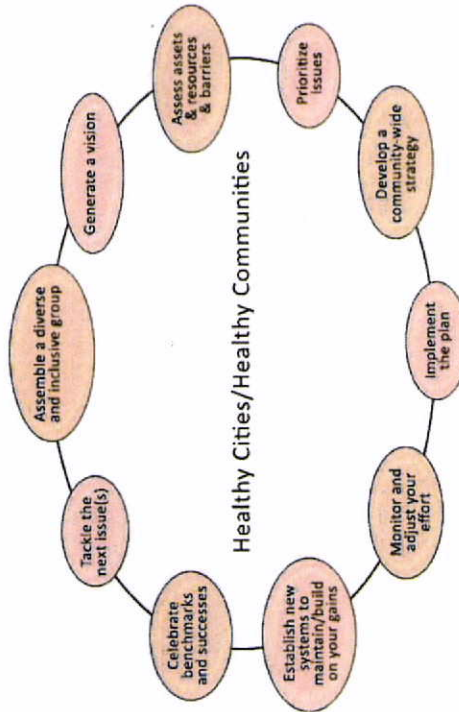
Planning a Successful Industrial Park

1. **Location:** It is important that the park is located closest to land transportation, airport, or railway as possible. Lander is fortunate to have access to all of these amenities within a short travel distance from anywhere in town. Access to a supply of professionals and workers at reasonable wages, amenities such as restaurants, shops and entertainment, and easy commuting distance from city centers.

2. **Infrastructure service:** Things that are important in the infrastructure of an industrial park are electricity, telephone, internet, water, sewer, and transportation. There should be large-scale infrastructure such as airports, major highways, and local infrastructure such as road access, apartments, water plants, and power substations as they are all necessary. Planning this along side public infrastructure projects will bring costs down a substantial amount.

3. **Management:** It is important that the management of an industrial park is efficient and responsive. The managing company of the park must guide and support investors so that their business plans run smooth. Quick and sincere responses are very important. In some cases government policies must be improved in parallel with the management of the industrial park.

<http://grips.ac.jp/forum/module/Vietnam/indparks.html>



An abstract geometric artwork featuring a series of overlapping triangles in various shades of green (from light lime to dark forest green) and white. The composition is dynamic, with sharp angles and lines creating a sense of depth and movement. The white triangles appear to be layered on top of the green ones, creating a complex, multi-dimensional effect. The overall style is minimalist and modern.

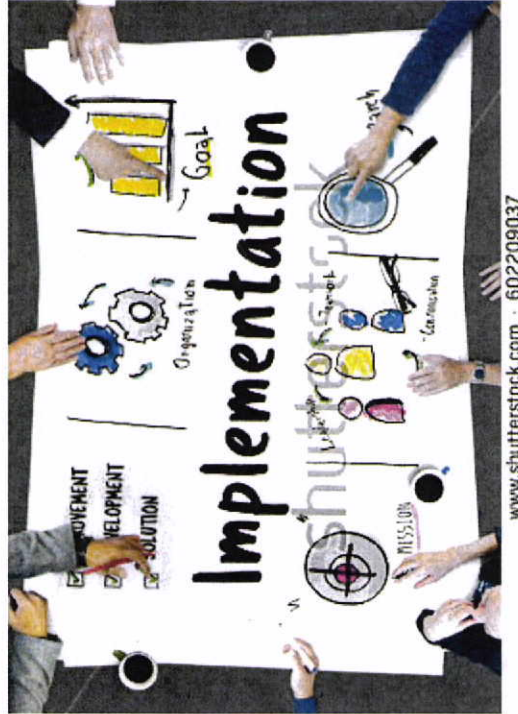


Implementation of Plans

The first thing that should be identified is who does what in the implementation. EX: LEDA find funding, NNRDA help with incentives and marketing, planning department work with zoning issues and management of the park.

Partnerships are a must when creating the industrial park. It is important to create working relationships with state, local and regional development entities. Working with private land owners and developers in a unified vision that will benefit both them and the community is of upmost importance.

Personal note from Kyla: *Don't get discouraged, it takes massive amounts of planning and implementing to create the infrastructure required for an attractive Industrial park. Do not be surprised if this takes up to 5 years or more to get the groundwork done. If we stay diligent and focused I promise, it will be worth it in the end.



Airport Industrial



[illegible]

11/06/2017 - 11/08/2017

Airport Industrial



#7
kbright@landercountynv.org

From: Marty Ugalde <dayengineering@cccomm.net>
Sent: Friday, February 8, 2019 8:40 AM
To: kbright@landercountynv.org; 'Rex Massey'
Cc: 'Bert Ramos'; 'Dean Day'; 'Stephanie Colorado'
Subject: 100-Acre Industrial Park
Attachments: Industrial Park (Airport) Cost Estimate.xlsx

Hi Kyla,

I got some confirmation regarding a sewer plant and lift station for the proposed 100-acre industrial park. Assuming a treatment plant would go in and meeting FAA requirements, I assumed the following criteria for costs:

1. 12-inch water and gravity sewer main on the two north-south streets. The two 12-inch water mains would tie into the proposed (existing) 16-inch water main that is to be installed out to the airport.
2. 8-inch water and gravity sewer main on the three east-west streets.
3. There is overhead power running north and south along the west side of the proposed development and it also runs along the middle east-west road so I assumed two underground electrical power runs on the other two east-west roads coming off drops off the existing overhead power line on the west side.
4. I do not have any idea on AT&T, fiber or gas.
5. For a sewer lift station and sewer treatment plant, I used 1,000 gpd/acre sewer flows and \$15/gallon to treat the sewer and dispose of the treated effluent into RIB'S (basins).
6. I assumed the loop road (north-south on both sides) and three interior roads with curb, gutter and sidewalk for industrial access

Bottom line looks like \$7 million or \$70,000 and acre without fiber or gas. Might even use \$100,000 per acre to be safe for all infrastructure. I don't have any drainage considerations either except for some culverts near the frontage road.

Thanks.

marty

From: Marty Ugalde <dayengineering@cccomm.net>
Sent: Thursday, February 7, 2019 9:23 PM
To: kbright@landercountynv.org
Subject: Cost Estimate
Attachments: Industrial Park (Airport) Cost Estimate.xlsx

Hi Kyla,

See attached estimate. Waiting on some info on the sewer treatment plant. Please let me know if this is what you were thinking.

1. The overhead power runs along the west boundary of the proposed development area so I looked at running two buried power lines down two of the east-west roads
2. Assumed 12-inch water and sewer along the two north-south roads and 8-inch water and sewer along the three east-west roads
3. Assumed 17 lots and 5 of them would be larger users with larger water (4-inch) and larger sewer (6-inch) connections
4. Assumed new AC road surface and curb, gutter and sidewalk along all new roads
5. Assumed 3 culverts at the frontage road for the three ditches I can see on the aerial
6. No clue on AT&T, Fiber Optic or gas
7. Assumed a 20-acre parcel land purchase by the County for the sewer treatment but still need to pin that one down.

Thanks.

marty

100-ACRE INDUSTRIAL PARK (AIRPORT)

INFRASTRUCTURE COST ESTIMATE

February 7, 2019

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
WATER					
1	Install New 12" PVC Water Main Loop	3,820	LF	\$55	\$210,100
2	Install New 12" Gate Valves	4	EA	\$4,000	\$15,280
3	Install New 8" PVC Water Main Branches	5,425	LF	\$45	\$244,125
4	Install New 8" Gate Valves	5	EA	\$2,500	\$13,563
5	Install New Fire Hydrant Assemblies	18	EA	\$7,500	\$138,675
6	Install New 2" Water Services	12	EA	\$2,000	\$24,000
7	Intstall New 2" Meter Pits	12	EA	\$1,800	\$21,600
8	Install New 4-Inch Comm. Water Service	5	EA	\$20,000	\$100,000
9	Install New 16"x 12" Connections	2	EA	\$15,000	\$30,000
10	Install New 12"x 8" Connections	8	EA	\$10,000	\$80,000
	Construction Subtotal (Water)				\$877,343
	Construction Contingency (10%)				\$87,734
	Construction Costs (Water)				\$965,077
SEWER					
11	Install New 12-Inch PVC Sewer Main	1,900	LF	\$85	\$161,500
12	Install New 8" PVC Sewer Main	5,425	LF	\$65	\$352,625
13	Install New 48-Inch Type 1A Sewer Manholes	27	EA	\$7,500	\$203,438
14	Install New 4-Inch Sewer Laterals	12	EA	\$2,500	\$30,000
15	Install New 6-Inch Comm. Sewer Lateral	5	EA	\$5,000	\$25,000
	Construction Subtotal (Sewer)				\$772,563
	Construction Contingency (10%)				\$77,256
	Construction Costs (Sewer)				\$849,819
ROADS					
16	Grading and Earthwork	9,245	LF	\$40	\$369,800
17	Install New AC Pavement Surface (26' Wide)	240,370	SF	\$2.50	\$600,925
18	Install New Conc. Curb, Gutter and Sidewalk	9,245	LF	\$45	\$416,025
19	Install New 15" ADS Culverts	3	EA	\$3,500	\$10,500
20	Install New Road Signage	1	LS	\$5,000	\$5,000
21	Install New AC Pavement Patch	200	SF	\$6	\$1,200
	Construction Subtotal (Roads)				\$1,403,450
	Construction Contingency (10%)				\$140,345
	Construction Costs (Roads)				\$1,543,795

**100-ACRE INDUSTRIAL PARK (AIRPORT)
INFRASTRUCTURE COST ESTIMATE**

February 7, 2019

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
POWER					
22	Install New Power Service Drop	2	EA	\$5,000	\$10,000
23	Install New U/G Secondary Power Service	3,860	LF	\$45	\$173,700
24	Install New Services	17	EA	\$5,000	\$85,000
	Construction Subtotal (Power)				\$268,700
	Construction Contingency (10%)				\$26,870
	Construction Costs (Power)				\$295,570

Note: O/H power available along west edge and middle of proposed park AT&T, fiber and gas unknown

SEWER LIFT STATION AND TREATMENT PLANT					
25	Install New 100,000 GPD Sewer Lift Station	1	EA	\$750,000	\$750,000
26	Install New 6-Inch PVC Sewer Force Main	1,000	LF	\$45	\$45,000
27	Install New Treatment Plant Headworks	1	EA	\$150,000	\$150,000
28	Install New 100,000 GPD Sewer Treatment	1	EA	\$1,500,000	\$1,500,000
29	Land Purchase 20 Acres	1	LS	\$500,000	\$500,000
	Construction Subtotal (Sewer LS and WWTP)				\$2,945,000
	Construction Contingency (10%)				\$294,500
	Construction Costs (Sewer LS and WWTP)				\$3,239,500
	TOTAL INFRASTRUCTURE COSTS				\$6,893,761



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Personal Property

Sales Data

Secured Tax Inquiry

Recorder Website

Parcel Detail for Parcel # 011-240-06

Location

Property Location

Town

District 8.0 - Battle Mountain Road Special

Subdivision PARCEL IN 26/32/45 Lot Block

Property Name

Add'l Addresses

Assessor Maps

Legal Description

Ag Land

Prior Parcel # 008-390-08

Ownership

Assessed Owner Name LANDER COUNTY AIRPORT
AUTHORITY

Mailing Address

50 STATE ROUTE 305
BATTLE MOUNTAIN, NV 89820

Ownership History

Document History

Legal Owner Name LANDER COUNTY AIRPORT
AUTHORITY

Vesting Doc #, Date Year / Book / Page

Map Document #s

Description

Total Acres 7.400

Square Feet 0

Ag Acres .000

W/R Acres .000

Improvements

Single-
family Detached 0

Non-dwelling Units 0

Bedrooms / Baths 0 / 00

Single-
family Attached 0

Mobile Home Hookups 0

Stories 0

Multiple-
family Units 0

Wells 0

Garage Square Ft. 0

Mobile Homes 0

Septic Tanks 0

Attached / Detached

Total Dwelling Units 0

Buildings Sq Ft 0

Improvement List

Residence Sq Ft 0

Improvement Sketches

Basement Sq Ft 0

Improvement Photos

Basement

Finished Basement SF 0

Bedrooms / Baths 0 / 00

Appraisal Classifications

Current Land Use Code 150

Code Table

Zoning Code(s) M

Re-appraisal Group 4 Re-appraisal Year 2010
Original Construction Year Weighted Year

Current Exempt Code 03 - County

Assessed Valuation

Assessed Values	2019-20	2018-19	2017-18
Land	3,675	3,675	3,675
Improvements	0	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	3,675	3,675	3,675
Net Assessed Value	0	0	0

Increased (New) Values

Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

Taxable Valuation

Taxable Values	2019-20	2018-19	2017-18
Land	10,500	10,500	10,500
Improvements	0	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	10,500	10,500	10,500
Net Taxable Value	0	0	0

Increased (New) Values

Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

Back to Search List



Close Window Personal Property Sales Data Secured Tax Inquiry Recorder Website																																																																																	
Parcel Detail for Parcel # 011-240-08																																																																																	
<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Location Property Location 1080 AIRPORT ROAD -> OPA Town District 8.0 - Battle Mountain Road Special Subdivision METE/BOUNDS IN 28&35/32/45 Lot Block Property Name AIRPORT & RACE TRACK <div style="float: right; text-align: right;"> Add'l Addresses Assessor Maps Legal Description Ag Land </div> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Description <div style="display: flex; justify-content: space-between;"> <div> Total Acres 640.570 Ag Acres .000 </div> <div> Square Feet 0 W/R Acres .000 </div> </div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> Improvements <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"> Single-family Detached 0 Single-family Attached 0 Multiple-family Units 0 Mobile Homes 0 Total Dwelling Units 0 </div> <div style="width: 33%;"> Non-dwelling Units 0 Mobile Home Hookups 0 Wells 0 Septic Tanks 0 Buildings Sq Ft 0 Residence Sq Ft 0 Basement Sq Ft 0 Finished Basement SF 0 </div> <div style="width: 33%;"> Bedrooms / Baths 0 / .00 Stories .0 Garage Square Ft... 0 Attached / Detached Basement Bedrooms / Baths 0 / .00 </div> </div> <div style="margin-top: 5px;"> Improvement List Improvement Sketches Improvement Photos </div> </div> </div> <td style="width: 50%; vertical-align: top;"> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Ownership Assessed Owner Name LANDER COUNTY AIRPORT AUTHORITY Mailing Address 50 STATE ROUTE 305 BATTLE MOUNTAIN, NV 89400-0000 Legal Owner Name LANDER COUNTY AIRPORT AUTHORITY Vesting Doc #, Date 124553 09/21/1954 Year / Book / Page 54 / 242 / 342 Map Document #s <div style="float: right; text-align: right;"> Ownership History Document History </div> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Appraisal Classifications Current Land Use Code 500 Code Table Zoning Code(s) A2 Re-appraisal Group 4 Re-appraisal Year 2018 Original Construction Year Weighted Year Current Exempt Code 03 - County </div> </td>	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Ownership Assessed Owner Name LANDER COUNTY AIRPORT AUTHORITY Mailing Address 50 STATE ROUTE 305 BATTLE MOUNTAIN, NV 89400-0000 Legal Owner Name LANDER COUNTY AIRPORT AUTHORITY Vesting Doc #, Date 124553 09/21/1954 Year / Book / Page 54 / 242 / 342 Map Document #s <div style="float: right; text-align: right;"> Ownership History Document History </div> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Appraisal Classifications Current Land Use Code 500 Code Table Zoning Code(s) A2 Re-appraisal Group 4 Re-appraisal Year 2018 Original Construction Year Weighted Year Current Exempt Code 03 - County </div>																																																																																
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Back to Search List																																																																																	



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Sales Data

Secured Tax Inquiry

Recorder Website

Parcel Detail for Parcel # 011-240-04

Location		Ownership																																																									
Property Location Town District 00 - Battle Mountain Road Special Subdivision PARCEL IN SYM 28/32/45 Lot Block Property Name		Prior Parcel # 008-390-06 Assessed Owner Name LANDER COUNTY AIRPORT AUTHORITY Mailing Address 50 STATE ROUTE 505 BATTLE MOUNTAIN, NV 89820 Legal Owner Name LANDER COUNTY AIRPORT AUTHORITY Vesting Doc #, Date 118342 09/09/1983 Year / Book / Page 63 / 228 / 458 Map Document #s																																																									
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Personal Property

Sales Data

Secured Tax Inquiry

Recorder Website

Parcel Detail for Parcel # 011-240-05

Location		Prior Parcel # 008-390-07																																																									
Property Location Town District 2.0 - Battle Mountain Road Special Subdivision PARCEL IN 26/32/45 Lot Block Property Name		Ownership Assessed Owner Name LANDER COUNTY AIRPORT AUTHORITY Mailing Address 50 STATE ROUTE 305 BATTLE MOUNTAIN, NV 89820 Legal Owner Name LANDER COUNTY AIRPORT AUTHORITY Vesting Doc #, Date 118342 09/09/1993 Year / Book / Page 50 / 228 / 458 Map Document #s																																																									
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QUITCLAIM DEED

THIS INDENTURE, made and entered into this 20th day of September, 1984, by and between THE COUNTY OF LANDER, a political sub-division of the State of Nevada hereinafter referred to as GRANTOR, and THE LANDER COUNTY AIRPORT AUTHORITY, a political sub-division of the State of Nevada hereinafter referred to as GRANTEE.

W I T N E S S E T H :

That, the said GRANTOR, in consideration of the sum of Ten (10.00) Dollars, lawful money of the United States of America, to them in hand paid by GRANTEE, receipt whereof is hereby acknowledged, does by these presents quitclaim, set over and convey all of their right, title, interest and estate in those certain pieces and parcels of land described as follows:

PARCEL NO. 1:

A strip of land 80.00 feet in width lying within the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27 and the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 34, all in T.32 N., R. 45 E., MDB & M, and being 40.00 feet in width on each side of the surveyed centerline is more particularly described as follows, to wit:

Beginning at the point of intersection of said centerline at Engineer's Station "0" 0+00.00 with the right or Southerly 78.00 foot highway right of way line on U.S. Route 40; said point of beginning being further described as bearing N. 02° 03' 10" W., a distance of 1117.14 feet from the Southeast corner of said Section 27; thence South along said centerline, a distance of 1116.46 feet to a point on the South boundry of said Section 27; thence S. 00° 05' 20" E., along said centerline a distance of 1548.86 feet to the point of ending; said point of ending being further described as bearing S. 01° 23' 30" W., a distance of 1549.32 feet from the Northeast corner of said Section 34; containing an area of 4.89 acres, more or less, as conveyed to the United States of America by Deed dated December 11, 1943, executed by the Southern Pacific Land Company and recorded in the Office of the County Recorder of Lander County, Nevada, in Book 62, at Page 90 of Deeds.

PARCEL NO. 2:

A strip of land 1,500 feet in width over and across a portion of NE $\frac{1}{4}$, and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34, W $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35, T. 32 N., R. 45 E., E $\frac{1}{2}$ NW $\frac{1}{4}$, and (W $\frac{1}{2}$ NE $\frac{1}{4}$), (NW $\frac{1}{4}$ SE $\frac{1}{4}$)

(cont.)

1 PARCEL NO. 2: (cont.)

2 and E $\frac{1}{2}$ E $\frac{1}{2}$ of Section 2, SW $\frac{1}{4}$ NW $\frac{1}{4}$, and W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 1, T.
3 31 N., R. 45 E., MDB & M, said right of way being 750 feet in
4 width on each side of the surveyed centerline, which center-
line is more particularly described as follows, to wit:

5 Beginning at Engineer's Station "F"-10+00.00 P.O.T. said
6 point of beginning further described as bearing S. 64°
7 33' 50" W., a distance of 1599.23 feet from the Northeast
8 corner of said Section 34; thence S. 41° 00' E., along
9 said centerline, a distance of 11,300.00 feet to the point
10 of ending at Engineer's Station "F" 103+00.00 P.O.T., said
11 point of ending being further described as bearing S. 9°
12 30' 20" E., a distance of 4002.40 feet from the Northwest
13 corner of said Section 1; containing 389.12 acres, more or
14 less, as conveyed to the United States of America by
15 Deed dated July 31, 1944, executed by the Southern Pacific
16 Land Company and recorded in the office of the County
17 Recorder of Lander County, Nevada, in Book 62, at Page 126
18 of Deeds. Save and excepting therefrom 0.68 acre, more
19 or less, of the 4.89 acre parcel conveyed to the United
20 States of America by Deed dated December 11, 1943, executed
21 by the Southern Pacific Land Company and recorded in the
22 office of the County Recorder of Lander County, Nevada, in
23 Book 62, at Page 90 of Deeds, the land hereby conveyed
24 containing an area of 388.4 acres, more or less.

25 PARCEL NO. 3:

26 All that portion of S $\frac{1}{2}$, S $\frac{1}{2}$, Sec. 26, T. 32 N., R. 45 E., MDB & M,
27 South of the South R/W of U.S. Highway #40, described as
28 follows:

29 Beginning at Southwest corner of Sec. 26; thence North
30 along the West line of Sec. 26, 1113.40 feet, more or less,
31 to the South R/W line of U.S. Highway #40; thence S. 85°
32 41' E., along said South R/W line, 5309.25 feet, more or
less, to its intersection with the East line of Sec. 26;
thence South along the East line of Sec. 26, 713.78 feet,
more or less, to the Southeast corner of Sec. 26; thence
West along the South line of Sec. 26, 5294.29 feet, more
or less, to the point of beginning, containing 111.038
acres, more or less, as conveyed to the United States of
America by Deed dated September 5, 1956, executed by
Lander County and recorded in the Office of the County
Recorder of Lander County, Nevada, in Book 66, at Page 278
of Deeds.

33 PARCEL NO. 4:

34 All that portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 34, T. 32 N., R. 45 E.,
35 MDB & M, described as follows:

36 Beginning at the Northeast corner of Sec. 34; thence S. 34°
37 25' W., 816.96 feet, more or less, to the Northeast boundary
38 of a 1,500 foot wide strip belonging to the United States
39 of America; thence S. 41° E., along said boundary 706.70
40 feet, more or less, to its intersection with the East line
41 of Sec. 34; thence N. 0° 05' 20" W., along the East line
42 of Sec. 34, 1207.30 feet, more or less, to the point of
beginning, containing in all 6.414 acres, more or less, as
conveyed to the United States of America by Deed dated
September 5, 1956, executed by Lander County and recorded

1 PARCEL NO. 4: (cont.)

2 in the Office of the County Recorder of Lander County,
3 Nevada, Book 66, at Page 278 of Deeds, save and excepting
4 therefrom 2.0 acres, more or less, of the 4.89 acre parcel
5 conveyed to the United States of America by Deed dated
6 December 11, 1943, executed by the Southern Pacific Land
7 Company and recorded in the Office of the County Recorder
8 of Lander County, Nevada, in Book 62, at Page 90 of Deeds;
9 the land hereby conveyed containing an area of 4.414 acres,
10 more or less.

11 PARCEL NO. 5:

12 All that portion of Sec. 35, T. 32 N., R. 45 E., MDB & M,
13 described as follows:

14 Beginning at the Northwest corner of Sec. 35; thence along
15 the West line of Sec. 35, S. 0° 05' 20" E., 1207.30 feet,
16 more or less, to an intersection with the Northeast boundry
17 of a 1,500 foot wide strip; thence S. 41° East along said
18 boundry 4058.34 feet to a point; thence N. 49° E., 3502.53
19 feet, more or less, to an intersection with the East line
20 of Sec. 35; thence N. 0° 23' 30" West along said East line
21 1972.35 feet, more or less, to the Northeast corner of
22 Sec. 35; thence West along the North line of Sec. 35,
23 5294.29 feet, more or less, to the point of beginning,
24 containing 356.529 acres, more or less, as conveyed to the
25 United States of America by Deed dated September 5, 1956,
26 executed by Lander County, Nevada and recorded in the
27 Office of the County Recorder of Lander County, Nevada,
28 in Book 66, at Page 278 of Deeds.

29 PARCEL NO. 6:

30 All that portion of the SE¼, Sec. 34, SW¼ Sec. 35, T. 32 N., R.
31 45 E., MDB & M, and portion of NW¼ Section 2, NE¼ Section 3, T.
32 31 N., R. 45 E., MDB & M, described as follows:

33 From the Northeast corner of Sec. 34 go South 0° 05' 20"
34 E., along the East line of Sec. 34, 4598.50 feet to the
35 point of beginning; thence S. 49° W., 3133.02 feet to a
36 point; thence S. 41° E., 1,500 feet to a point; thence N.
37 49° E., 3850.00 feet to a point in the Southwest boundry
38 of a 1,500 foot wide strip; thence N. 41° W., along said
39 boundry 1,500 feet to a point; thence S. 49° W., 716.98
40 feet to the point of beginning, containing 132.576 acres,
41 more or less, as conveyed to the United States of America
42 by Deed dated September 5, 1956, executed by Lander County
43 and recorded in the Office of the County Recorder of Lander
44 County, Nevada, in Book 66, at Page 278 of Deeds.

45 All bearings are true.

46 All as shown on the attached Property Map, initialed by the
47 parties hereto, and made a part hereof. Herein-described
48 Parcels 1 through 6 comprise a total of 997.89 acres, more or
49 less, all located in Lander County, Nevada.

50 The property hereinbefore described is, to the knowledge of the

GRANTOR, subject to the following encumbrances:

1. Perpetual Easement, dated October 23, 1963, over the North portion of Parcel 3, granted by the United States of America to the State of Nevada and recorded in the Office of the County Recorder of Lander County in Book 2, at Page 149 of Official Records.
2. Unrecorded Special Use Permit for borrow material dated October 23, 1963, over portions of Parcels 3 and 5, granted to the State of Nevada by the United States of America. This document expires October 23, 1966.
3. Right of way for highway purposes, over the North portion of Parcel 3, conveyed to State of Nevada by the County of Lander by Deed recorded in Book 62, at Page 301, Lander County Records.
4. Right of way for pole lines, over a portion of Parcels 3 and 5, conveyed to Sierra Pacific Power Company and Bell Telephone Company of Nevada, by Lander County, by Deed dated September 5, 1946, recorded in Book 63, at Page 307, Lander County Records.

This quitclaim deed is granted subject to the following terms and conditions, which are carried forward as originally expressed and now applicable to GRANTEE:

1. Lander County shall use the premises herein granted for no other use or purpose than for the Battle Mountain Airport and shall continue the airport in operation for a period commencing no later than January 1, 1965, and ending no earlier than December 31, 1969. Thereafter, the premises may be used for any lawful purpose not in conflict with the other terms and conditions set forth herein.
2. Lander County agrees that the airport shall be operated for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination, and agree that it shall not grant or permit any exclusive right for the use of the airport forbidden by Section 308 of the Federal Aviation Act of 1958.
3. That during any national emergency declared by the President of the United States or the Congress thereof, the Government shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession, without charge, of the airport at which any of the property transferred by this instrument is located or used, or of such portion thereof as it may desire, provided however, that the Government shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use nonexclusively or over which it may have nonexclusive control and possession; provided, further, that the Government shall pay a fair rental for its use, control or possession, exclusively or nonexclusively of any improvements to the airport made without United States aid.

4. That in the event that any of the aforesaid terms, conditions, reservations or restrictions are not met, observed or complied with by Lander County or any subsequent transferee, whether caused by the legal inability of Lander County or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred by this instrument to the Lander County or any portion thereof, shall at the option of the United States, revert to the United States sixty (60) days following the date upon which demand to this effect is made in writing by the Federal Aviation Agency or its successor in function, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed or complied with, in which event said reversion shall not occur and title, right of possession and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the Lander County, its transferee, successors and assigns.

LANDER COUNTY, NEVADA,

BY: John FinckeloeTITLE: County Commissioner ChairmanDATE: September 20, 1984

WITNESS:

Judy C. Mayo
Clerk of the Board of County Commissioners
and Clerk of Lander County

* * *

STATE OF NEVADA)
 :SS
COUNTY OF LANDER)

On this 20th day of September, 1984,
personally appeared before me, a Notary Public in and for said
County and State, John Finckeloe, of the Board of
County Commissioners, Lander County, Nevada, and acting for said
Board and known to me to be the person described in and who
executed the foregoing instrument, who acknowledged to me that
he executed the same freely and voluntarily and for the uses and
purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my Official Seal the day and year first written above.



Ruth Bishop
NOTARY PUBLIC

SCALE IN FEET

500 0 500 10

DRAWING BY: W.R.S.

APPROVED: E.K.F.

DATE: 10-21-69

FEDERAL AVIATION AGENCY

BATTLE MOUNTAIN, NEVADA.

LAUDER COUNTY AIRPORT

PROPERTY MAP

SCALE IN FEET

0001 **0001**

INITIALS

3

LANDER CO.

INITIALS

100

OFFICIAL RECORDS
LANDER CO. NEV
RECORD REQUESTED BY
Lander County Clerk

84 SEP 21 AM 10:19

124553

RAYE K. FAGG
RECORDER

FEE 0 DEP. ST

BOOK 243 PAGE 348

QUITCLAIM DEED

THIS INDENTURE, made and entered into this 9th day of September, 1983, by and between THE COUNTY OF LANDER, a political sub-division of the State of Nevada hereinafter referred to as GRANTOR, and THE LANDER COUNTY AIRPORT AUTHORITY, a political sub-division of the State of Nevada hereinafter referred to as GRANTEE,

W I T N E S S E T H:

That, the said Grantor, in consideration of the sum of Ten (\$10.00) Dollars, lawful money of the United States of America, to them in hand paid by Grantee, receipt whereof is hereby acknowledged, does by these presents quitclaim, set over and convey all of their right, title, interest and estate in those certain pieces and parcels of land described as follows:

All of that portion of Section 26, Township 32 North, Range 45 East, MDB&M south of the Interstate 80 Free-way right-of-way and north of the south section line of said Section 26.

TOGETHER with the tenements, hereditments and appurtenances thereto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances unto said Grantee forever.

IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first above written.

Warren Storie
WARREN STORIE, CHAIRMAN
Board of County Commissioners
Lander County, Nevada

ATTEST:

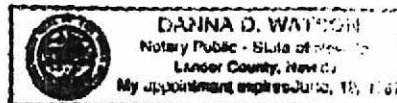
Judy C. Morgan
Clerk

1 STATE OF NEVADA)
 : ss
 2 COUNTY OF LANDER)

3 On this 9th day of September, 1983, personally appeared
 4 before me, a Notary Public in and for said County and State,
 5 WARREN STORIE, known to me to be the person described in and
 6 who executed the foregoing instrument, who acknowledged to
 7 me that he executed the same freely and voluntarily and for
 8 the uses and purposes therein mentioned.

9 IN WITNESS WHEREOF, I have hereunto set my hand and
 10 affixed my Official Seal the day and year first above
 11 written.

12 Danna D. Watson
 13 NOTARY PUBLIC



LANDER COUNTY FAIR & RECREATION BOARD

JANUARY 25, 1984 - LANDER COUNTY COMMISSIONERS MEETING ROOM
315 S. HUMBOLDT STREET
BATTLE MOUNTAIN, NEVADA
10:00 A.M.

AGENDA

MEETING TO ORDER
REVIEW OF MINUTES
ROOM TAX REVIEW
BID OPENING - GRIDLEY STORE PROJECT
BALLPARK UPDATE
RACING ASSOCIATION UPDATE & AGREEMENT
RODEO GROUNDS UPDATE
ROCK CREEK DAM UPDATE
FY'84-85 BUDGET DISCUSSION
AIRPORT AUTHORITY NOMINATIONS
CULTURAL RESOURCE SURVEY
BILLS
GENERAL BUSINESS
MOTION TO ADJOURN

AFFIDAVIT OF POSTING

STATE OF NEVADA,) ss.
COUNTY OF LANDER,)

Jenny Canty, Fair & Recreation Bd Sec'y
OF SAID LANDER COUNTY, BEING DULY SWORN, SAYS, THAT ON THE 20th
DAY OF January, A.D. 1984, SHE POSTED A NOTICE,
OF WHICH THE ATTACHED IS COPY, AT Post Office,
Courthouse, Lander Supply Bulletin,
AND Swackhammer Bulletin IN SAID LANDER COUNTY,
WHERE THE PROCEEDINGS ARE PENDING.

Jenny Canty
SUBSCRIBED AND SWORN TO BEFORE ME THIS 20th DAY OF January
A.D. 1984.

Judy E. Negro
WITNESS

LANDER COUNTY COMMISSIONERS MEETING
2/14/2019

Agenda Item Number __8__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove FY 19/20 FAA grant application for the Austin Airport design of Hangar, Taxi Lane & Road Rehabilitation, and authorize the County Manager to sign, and all other matters properly related thereto.

Public Comment:

Background: The attached page provides a description of the project benefits and approach, as well as a summary of project funding for estimated costs.

Recommended Action: Provide approval for the County Manager, Keith Westengard, to sign the two copies of the Grant Application and associated sponsor Certifications and proceed with the FY 19 project.



Agenda Request Form
COMMISSION MEETING DATE Feb. 14, 2019

NAME David Meyer REPRESENTING J-U-B Engineers, Inc.

ADDRESS 250 S. Beechwood Ave, Suite 201, Boise, ID 83709

PHONE(H) 208-869-0859 (Cell) (W) 208-376-7330 (FAX) N/A

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? Cell

WHO WILL BE ATTENDING THE MEETING? Keith Westengard (David available by phone)

JOB TITLE Lander County Manager

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Discussion and approval for signature of a grant application for the FY 19 FAA project at the Austin Airport. The project is a design-only construction of a hangar taxilane and rehabilitation of the existing access road.

BACKGROUND INFORMATION: The FAA has provided approval for the FY 19 AIP project at the Austin Airport. The attached page provide a description of the project benefits and approach, as well as a summary of project funding for estimated costs.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLF THIS ISSUE? Provide approval for the County Manager, Keith Westengard, to sign the two (2) copies of the Grant Application and associated Sponsor Certifications and proceed with the FY 19 project.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES X NO

AMOUNT: \$12,500 (estimated County share)

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES X NO

WHEN? 1-24-19; Project updated provided by Tom Lemenager

HAS THIS ISSUE BEEN REVIEWED BY AFFECTED DEPT HEADS? YES X NO

ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST- NOT AT THE MEETING

IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES X NO

IF THE ITEM IS A CONTRACT AND/OR AGREEMENT, OR REQUIRES LEGAL REVIEW, IT MUST BE REVIEWED BY THE DISTRICT ATTORNEY'S OFFICE PRIOR TO AGENDA SETTING OR IT WILL NOT GO ON THE AGENDA.

HAS THE DISTRICT ATTORNEY'S OFFICE PROVIDED REQUIRED REVIEW? YES X NO

THE COMMISSION RESERVES THE RIGHT TO REJECT OR RECOMMEND TABLING ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

SIGNATURE: David Meyer, P.E. DATE: 1/31/19

SAFETY COMMITTEE MEETS THE 2ND & 4TH THURSDAY OF EACH MONTH

Tom Lemenager - JUB

Application for Federal Assistance SF-424*** 1. Type of Submission:**

- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
- ☐ Continuation
- ☐ Revision

*** If Revision, select appropriate letter(s):***** Other (Specify):***** 3. Date Received:****4. Applicant Identifier:**

KTMT

5a. Federal Entity Identifier:**5b. Federal Award Identifier:****State Use Only:****6. Date Received by State:****7. State Application Identifier:****8. APPLICANT INFORMATION:***** a. Legal Name:** Lander County, Nevada*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

88-6000093

*** c. Organizational DUNS:**

0737929130000

d. Address:*** Street1:** 50 State Route 305

Street2:

*** City:** Battle Mountain

County/Parish:

*** State:**

NV: Nevada

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:** 89820**e. Organizational Unit:**

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

*** First Name:**

Keith

Middle Name:

*** Last Name:**

Westengard

Suffix:

Title: County Manager

Organizational Affiliation:

Lander County, Nevada

*** Telephone Number:**

(775) 635-2885

Fax Number:

(755) 635-5332

*** Email:**

kwestengard@landercountynv.org

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Construct Hangar Taxiway and Rehabilitate Access Road (Design Only)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="187,500.00"/>
* b. Applicant	<input type="text" value="12,500.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="200,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the FAA at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

INSTRUCTIONS FOR FORM 5100-100

PART I – Application for Federal Assistance

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

PART II – Project Approval Information

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

SECTION A. STATUTORY CONDITIONS

Item 1 – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

Item 2 – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

Item 3 – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

Item 4 – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

Item 5 – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

Item 6 – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request **does not** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rate (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

Limitations of use: Per policy, Sponsor's may only apply an approved ICR to allowable direct salary expenses that are reasonable and necessary to carry-out the project.

SECTION B. CERTIFICATION REGARDING LOBBYING

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) – Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
 - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
 - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** – Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land** (49 U.S.C. § 47106(b)) –
 - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.
Example: "Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated __/__/__ originally filed with AIP Project ###."
 - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
 - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

PART III – Budget Information

SECTION A. GENERAL

1. Federal Domestic Assistance Catalog Number - Show the Federal Domestic Assistance Catalog Number from which the assistance is requested.

2. Functional or Other Breakout: Indicate "Airport Improvement Program". Prepare a separate set of Part III forms for other Federal program categories.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

Line 1 - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

Line 2 - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter fees for architectural engineering basic services.

Line 5 - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

Line 6 - Enter fees for inspection, testing and monitoring of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

Line 12 - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

Line 13 - Enter miscellaneous amounts for items not specifically covered by previous categories.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

Line 16 - Enter the difference between Line 14 and Line 15.

Line 17 - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

Line 18 - Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 19 - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

Line 20 - Indicate the amount of the Grantee's share (from Section D).

Line 21 - Indicate the amount of other shares (from Section D)

Line 22 - Indicate sum of Lines 19, 20 and 21.

SECTION C. EXCLUSIONS

Line 23 a-g - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 24 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 24h - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

Line 25a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25c - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

Line 26 - Enter the totals of Lines 24h and 25c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION

Identify location of the project. This will typically be the name of the airport.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

6. SPONSOR'S REPRESENTATIVE

Identify contact information of Sponsor's representative.



Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.

Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?

☒ Yes ☐ No

Item 2.

Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?

☒ Yes ☐ No ☐ N/A

Item 3.

Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.

☐ Yes ☒ No ☐ N/A

Item 4.

Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).

☐ Yes ☒ No ☐ N/A

Item 5.

Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.

☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.

If included in an approved PFC application,

does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.

Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?

☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency)
on _____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Lander County has established Airport Zoning Ordinances that contain guidance for compatible land use planning in the vicinity of the Airport and height restrictions of objects near the airport.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Lander County possesses ownership of the property surrounding the existing Airport as indicated on Exhibit "A".

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog Number: 20.106
2. Functional or Other Breakout: AIP

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 5,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			195,000
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 200,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			200,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 200,000
19. Federal Share requested of Line 18			187,500
20. Grantee share			12,500
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 200,000

SECTION C – EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	12,500
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 12,500
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 12,500

SECTION E – REMARKS

(Attach sheets if additional space is required)

There have been no changes to the previously approved Exhibit "A".

A Construction Plan Set and Bidding & Construction Documents will be completed as part of this grant.

Title VI Assurances are attached.

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: 3-32-0026-018-2019
AIRPORT: Austin Airport
1. Objective: Construct Hangar Taxilane and Rehabilitate Access Road (Design Only)
2. Benefits Anticipated: The airport does not currently have any spaces for additional hangars, which limits the ability to expand. With the improvements made to the airport in the last several years the airport and the County both expect growth of the airport in the near future. A new taxilane for future hangar facilities will greatly support that potential for growth. The existing access road is currently gravel and hard to maintain during the winter months. Resurfacing the access road with asphalt pavement will also greatly reduce the overall maintenance of the road surface (continued below)
3. Approach: (See approved Scope of Work in Final Application) (continued from above) by eliminating the need to grade and reshape the road due to erosion or shoving of the gravel. -The taxilane will be approximately 300' long by 25' wide and will provide access to future hangar facilities. The taxilane will be constructed within the structural limits of the old parallel taxiway that served the crosswind runway. A geotechnical exploration of the existing section will be completed as part of this project to evaluate the existing structural section. -The design of a rehabilitation to the access road from the Pilot's Lounge to the edge of airport property (approximately 2,800 LF). A geotechnical investigation into the existing structural section will be completed as part of the project to identify the type of rehabilitation needed. -This Project will consist of design components only. Bidding and Construction will be completed as part of a separate grant in FY 2020.
4. Geographic Location: Austin Airport is located 8 miles west of the Town of Austin, Lander County, Nevada on the north side of Nevada State Highway 722.
5. If Applicable, Provide Additional Information: N/A
6. Sponsor's Representative: (Include address & telephone number) Mr. Keith Westengard, Lander County Manager 50 State Route 305, Battle Mountain, NV 89820 (755)635-2885

Section E – Remarks

The following remarks explain the costs for each Cost Classification item in FAA Form 5100-100, Part III (Budget Information – Construction), Section B (Calculation of Federal Grant).

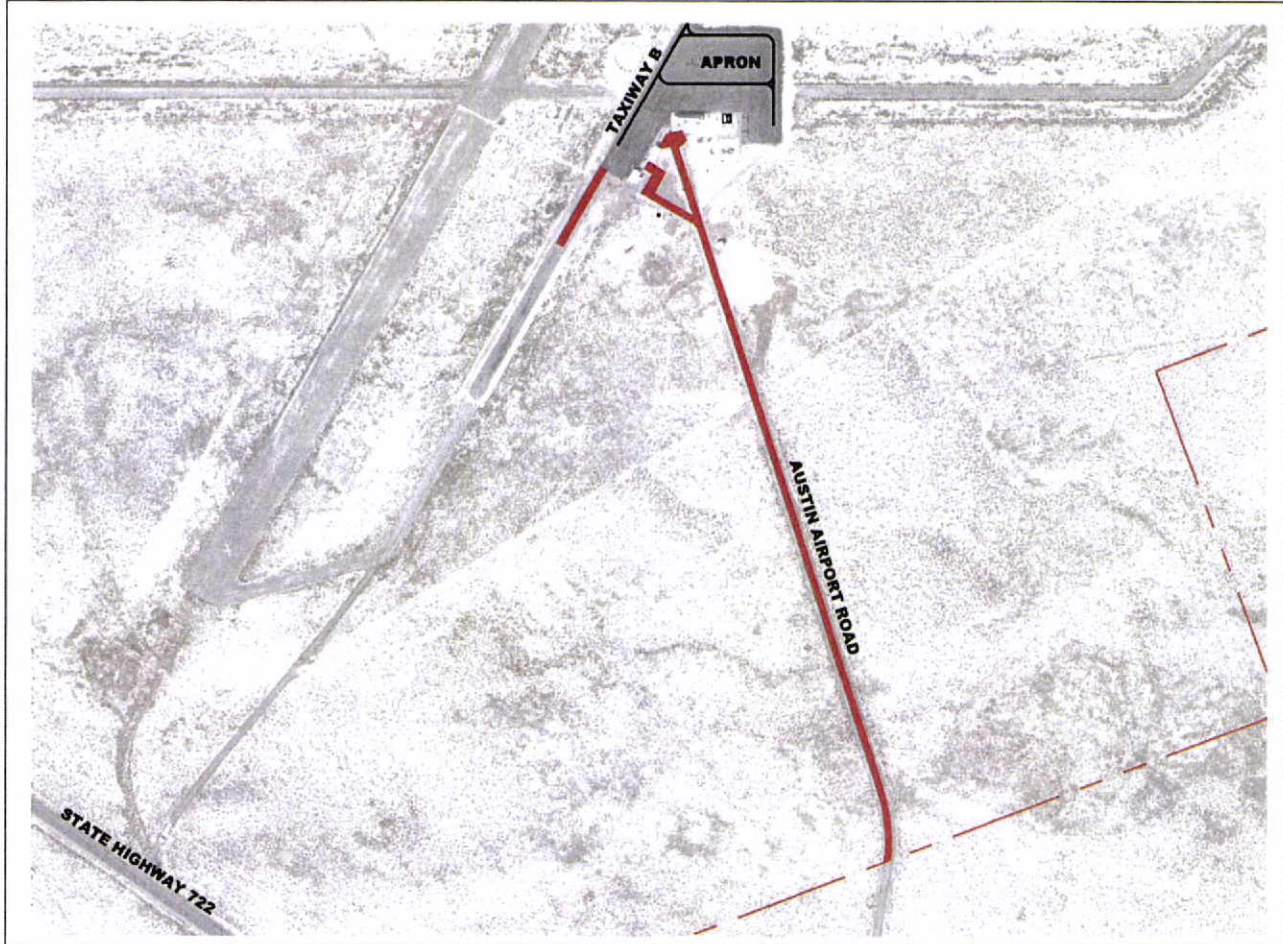
1. Administration Expense	\$5,000
Includes estimated legal fees, independent contract review, and direct administrative expense of the sponsor which relate to this project.	
2. Preliminary Expense	N/A
3. Land, Structures, Right-Of-Way	N/A
4. Architectural Engineering Basic Fees	\$195,000.00
Includes contract administration, preliminary and final design services, sub-consultant fees, and project close-out documentation.	
5. Other Architectural Engineering Fees	N/A
6. Project Inspection Fees	N/A
7. Land Development	N/A
8. Relocation Expenses	N/A
9. Relocation Payments to Individuals and Businesses	N/A
10. Demolition and Removal	N/A
11. Construction and Project Improvement	N/A
12. Equipment	N/A
13. Miscellaneous	N/A
14. Total	\$200,000.00
15. Estimated Income	N/A
16. Net Project Amount	\$200,000.00
17. Less Ineligible Exclusions	N/A
18. Add: Contingencies	N/A
19. Total Project Amount	\$200,000.00

20.	Federal Share Requested	\$187,500.00
	93.75% of total project amount (Line 19)	
21.	Add Rehabilitation Grants Requested	N/A
22.	Total Federal Grant Requested (Lines 20 and 21)	\$187,500.00
23.	Grantee Share	\$12,500.00
	Local Funds- Lander County, NV (6.25%)	
24.	Other Shares	N/A
25.	Total Project	\$200,000.00

CIP/APPLICATION DATA SHEET

AIRPORT: AUSTIN AIRPORT **LOCAL PRIORITY:** 1 OF 1 **UPDATED:** JAN 2019

WORK ITEM (s): CONSTRUCT HANGAR TAXILANE AND REHABILITATE ACCESS ROAD (DESIGN ONLY)



JUSTIFICATION:

THE AIRPORT DOES NOT CURRENTLY HAVE ANY SPACES FOR ADDITIONAL HANGARS, WHICH LIMITS THE ABILITY TO EXPAND. WITH THE IMPROVEMENTS MADE TO THE AIRPORT IN THE LAST SEVERAL YEARS THE AIRPORT AND THE COUNTY BOTH EXPECT GROWTH OF THE AIRPORT IN THE NEAR FUTURE. A NEW TAXILANE FOR FUTURE HANGAR FACILITIES WILL GREATLY SUPPORT THAT POTENTIAL FOR GROWTH.

THE EXISTING ACCESS ROAD IS CURRENTLY GRAVEL AND HARD TO MAINTAIN DURING THE WINTER MONTHS. RESURFACING THE ROAD WITH ASPHALT PAVEMENT WILL ALSO GREATLY REDUCE THE OVERALL MAINTENANCE OF THE ROAD SURFACE BY ELIMINATING THE NEED TO GRADE AND RESHAPE THE ROAD DUE TO EROSION OR SHOVING OF THE GRAVEL.

SPONSOR SIGNATURE: MR. KEITH WESTENGARD **DATE:** _____

COST ESTIMATE:

ADMINISTRATION <u>\$ 5,000.00</u>	ENGINEERING <u>\$ 195,000.00</u>	EQUIPMENT _____
LAND _____	INSPECTION _____	CONTINGENCIES _____
APPRAISALS _____	CONSTRUCTION _____	TOTAL COST <u>\$ 200,000.00</u>

ADO USE:
PREAPP **GRANT** **NPIAS** **WORK** **FAA**
NO: _____ **NO:** _____ **CODE:** _____ **CODE:** _____ **PRIOR:** _____ **FED \$** _____



ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.¹²
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 02/20/2018 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/20/2018

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 1/29/2018

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

STANDARD DOT TITLE VI ASSURANCES

Lander County, Nevada (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

Lander County, Nevada
(Sponsor)

(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation; and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Austin Airport

LOCATION: Austin, Nevada

AIP PROJECT NO.: 3-32-0026-018-2019

STATEMENTS APPLICABLE TO THIS PROJECT Construct Hangar Taxilane and Rehabilitate Access Road (Design Only)

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Austin Airport.
- ☒ b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- ☒ c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Austin Airport, and they have been informed regarding the scope and nature of this project.
- ☒ d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: _____ **DATE:** _____

TITLE: Lander County Manager

SPONSORING AGENCY: Lander County, Nevada

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____ Date _____
Sponsor's Authorized Representative

Title Lander County Manager

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Lander County, Nevada

Airport: Austin Airport

Project Number: 3-32-0026-018-2019

Description of Work: Construct Hangar Taxilane and Rehabilitate Access Road (Design Only)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).
☒ Yes ☐ No ☐ N/A
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
a. Abide by the terms of the statement; and
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
☒ Yes ☐ No ☐ N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).
☒ Yes ☐ No ☐ N/A
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
☒ Yes ☐ No ☐ N/A
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).
☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Austin Airport

Address: Austin Airport Rd, Austin, NV 89310

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, 2019

Name of Sponsor: Lander County, Nevada

Name of Sponsor's Authorized Official: Mr. Keith Westengard

Title of Sponsor's Authorized Official: County Manager, Lander County, Nevada

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: Lander County, Nevada

Airport: Austin Airport

Project Number: 3-32-0026-018-2019

Description of Work: Construct Hangar Taxilane and Rehabilitate Access Road (Design Only)

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this ____ day of _____, 2019 .

Name of Sponsor: Lander County, Nevada

Name of Sponsor's Authorized Official: Mr. Keith Westengard

Title of Sponsor's Authorized Official: County Manager, Lander County, Nevada

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Lander County, Nevada

Airport: Austin Airport

Project Number: 3-32-0026-018-2019

Description of Work: Construct Hangar Taxilane and Rehabilitate Access Road (Design Only)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this ____ day of _____, 2019 .

Name of Sponsor: Lander County, Nevada

Name of Sponsor's Authorized Official: Mr. Keith Westengard

Title of Sponsor's Authorized Official: County Manager, Lander County, Nevada

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Lander County, Nevada

Airport: Austin Airport

Project Number: 3-32-0026-018-2019

Description of Work: Construct Hangar Taxilane and Rehabilitate Access Road (Design Only)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☐ Yes ☐ No ☒ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this ____ day of _____, 2019 .

Name of Sponsor: Lander County, Nevada

Name of Sponsor's Authorized Official: Mr. Keith Westengard

Title of Sponsor's Authorized Official: County Manager, Lander County, Nevada

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Lander County, Nevada

Airport: Austin Airport

Project Number: 3-32-0026-018-2019

Description of Work: Construct Hangar Taxilane and Rehabilitate Access Road (Design Only)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☐ Yes ☐ No ☒ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☐ Yes ☐ No ☒ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
☐ Yes ☐ No ☒ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- ☐ Yes ☐ No ☒ N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- ☐ Yes ☐ No ☒ N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- ☐ Yes ☐ No ☒ N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- ☐ Yes ☐ No ☒ N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- ☐ Yes ☐ No ☒ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☐ Yes ☐ No ☒ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this ____ day of _____, 2019 .

Name of Sponsor: Lander County, Nevada

Name of Sponsor's Authorized Official: Keith Westengard

Title of Sponsor's Authorized Official: County Manager, Lander County, Nevada

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Lander County, Nevada

Airport: Austin Airport

Project Number: 3-32-0026-018-2019

Description of Work: Construct Hangar Taxilane and Rehabilitate Access Road (Design Only)

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☐ Yes ☐ No ☒ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☐ Yes ☐ No ☒ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☐ Yes ☐ No ☒ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☐ Yes ☐ No ☒ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☐ Yes ☐ No ☒ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☐ Yes ☐ No ☒ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☐ Yes ☐ No ☒ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☐ Yes ☐ No ☒ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☐ Yes ☐ No ☒ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☐ Yes ☐ No ☒ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, 2019.

Name of Sponsor: Lander County, Nevada

Name of Sponsor's Authorized Official: Mr. Keith Westengard

Title of Sponsor's Authorized Official: County Manager, Lander County, Nevada

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Austin Airport / Lander County, Nevada

AIP #: 3-32-0026-018-2019

Project Description(s): Construct Hangar Taxilane and Rehabilitate Access Road (Design Only)

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.
☒ None
- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.
☒ None (If "None", continue with questions 3 and 4).
- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.
☒ None
- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.
☒ None

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): <div style="border: 1px solid black; height: 15px; width: 100%;"></div> * Other (Specify): <div style="border: 1px solid black; height: 15px; width: 100%;"></div>																															
* 3. Date Received: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>		4. Applicant Identifier: <div style="border: 1px solid black; padding: 2px;">KTMT</div>																																	
5a. Federal Entity Identifier: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>			5b. Federal Award Identifier: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>																																
State Use Only:																																			
6. Date Received by State: <div style="border: 1px solid black; width: 80px; height: 15px;"></div>		7. State Application Identifier: <div style="border: 1px solid black; width: 300px; height: 15px;"></div>																																	
8. APPLICANT INFORMATION:																																			
* a. Legal Name: <div style="border: 1px solid black; padding: 2px;">Lander County, Nevada</div>																																			
* b. Employer/Taxpayer Identification Number (EIN/TIN): <div style="border: 1px solid black; padding: 2px;">88-6000093</div>			* c. Organizational DUNS: <div style="border: 1px solid black; padding: 2px;">0737929130000</div>																																
d. Address:																																			
<table style="width: 100%;"><tr><td style="width: 15%;">* Street1:</td><td><div style="border: 1px solid black; padding: 2px;">50 State Route 305</div></td></tr><tr><td>Street2:</td><td><div style="border: 1px solid black; height: 15px; width: 100%;"></div></td></tr><tr><td>* City:</td><td><div style="border: 1px solid black; padding: 2px;">Battle Mountain</div></td></tr><tr><td>County/Parish:</td><td><div style="border: 1px solid black; height: 15px; width: 100%;"></div></td></tr><tr><td>* State:</td><td><div style="border: 1px solid black; padding: 2px;">NV: Nevada</div></td></tr><tr><td>Province:</td><td><div style="border: 1px solid black; height: 15px; width: 100%;"></div></td></tr><tr><td>* Country:</td><td><div style="border: 1px solid black; padding: 2px;">USA: UNITED STATES</div></td></tr><tr><td>* Zip / Postal Code:</td><td><div style="border: 1px solid black; padding: 2px;">89820</div></td></tr></table>						* Street1:	<div style="border: 1px solid black; padding: 2px;">50 State Route 305</div>	Street2:	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	* City:	<div style="border: 1px solid black; padding: 2px;">Battle Mountain</div>	County/Parish:	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	* State:	<div style="border: 1px solid black; padding: 2px;">NV: Nevada</div>	Province:	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	* Country:	<div style="border: 1px solid black; padding: 2px;">USA: UNITED STATES</div>	* Zip / Postal Code:	<div style="border: 1px solid black; padding: 2px;">89820</div>														
* Street1:	<div style="border: 1px solid black; padding: 2px;">50 State Route 305</div>																																		
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County/Parish:	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>																																		
* State:	<div style="border: 1px solid black; padding: 2px;">NV: Nevada</div>																																		
Province:	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>																																		
* Country:	<div style="border: 1px solid black; padding: 2px;">USA: UNITED STATES</div>																																		
* Zip / Postal Code:	<div style="border: 1px solid black; padding: 2px;">89820</div>																																		
e. Organizational Unit:																																			
Department Name: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>			Division Name: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>																																
f. Name and contact information of person to be contacted on matters involving this application:																																			
<table style="width: 100%;"><tr><td style="width: 15%;">Prefix:</td><td><div style="border: 1px solid black; padding: 2px;">Mr.</div></td><td style="width: 15%;">* First Name:</td><td colspan="3"><div style="border: 1px solid black; padding: 2px;">Keith</div></td></tr><tr><td>Middle Name:</td><td colspan="5"><div style="border: 1px solid black; height: 15px; width: 100%;"></div></td></tr><tr><td>* Last Name:</td><td colspan="5"><div style="border: 1px solid black; padding: 2px;">Westengard</div></td></tr><tr><td>Suffix:</td><td colspan="5"><div style="border: 1px solid black; height: 15px; width: 100%;"></div></td></tr><tr><td>Title:</td><td colspan="5"><div style="border: 1px solid black; padding: 2px;">County Manager</div></td></tr></table>						Prefix:	<div style="border: 1px solid black; padding: 2px;">Mr.</div>	* First Name:	<div style="border: 1px solid black; padding: 2px;">Keith</div>			Middle Name:	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>					* Last Name:	<div style="border: 1px solid black; padding: 2px;">Westengard</div>					Suffix:	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>					Title:	<div style="border: 1px solid black; padding: 2px;">County Manager</div>				
Prefix:	<div style="border: 1px solid black; padding: 2px;">Mr.</div>	* First Name:	<div style="border: 1px solid black; padding: 2px;">Keith</div>																																
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Title:	<div style="border: 1px solid black; padding: 2px;">County Manager</div>																																		
Organizational Affiliation: <div style="border: 1px solid black; padding: 2px;">Lander County, Nevada</div>																																			
* Telephone Number: <div style="border: 1px solid black; padding: 2px;">(775) 635-2885</div>			Fax Number: <div style="border: 1px solid black; padding: 2px;">(755) 635-5332</div>																																
* Email: <div style="border: 1px solid black; padding: 2px;">kwestengard@landercountynv.org</div>																																			

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Construct Hangar Taxilane and Rehabilitate Access Road (Design Only)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="187,500.00"/>
* b. Applicant	<input type="text" value="12,500.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="200,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed:



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the FAA at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

INSTRUCTIONS FOR FORM 5100-100

PART I – Application for Federal Assistance

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

PART II – Project Approval Information

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

SECTION A. STATUTORY CONDITIONS

Item 1 – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

Item 2 – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

Item 3 – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

Item 4 – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

Item 5 – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

Item 6 – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request **does not** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rate (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

Limitations of use: Per policy, Sponsor's may only apply an approved ICR to allowable direct salary expenses that are reasonable and necessary to carry-out the project.

SECTION B. CERTIFICATION REGARDING LOBBYING

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
 - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
 - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
 - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.
Example: “Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated __/__/__ originally filed with AIP Project ###.”
 - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
 - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

PART III – Budget Information

SECTION A. GENERAL

1. Federal Domestic Assistance Catalog Number - Show the Federal Domestic Assistance Catalog Number from which the assistance is requested.

2. Functional or Other Breakout: Indicate "Airport Improvement Program". Prepare a separate set of Part III forms for other Federal program categories.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

Line 1 - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

Line 2 - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter fees for architectural engineering basic services.

Line 5 - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

Line 6 - Enter fees for inspection, testing and monitoring of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

Line 12 - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

Line 13 - Enter miscellaneous amounts for items not specifically covered by previous categories.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

Line 16 - Enter the difference between Line 14 and Line 15.

Line 17 - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

Line 18 - Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 19 - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

Line 20 - Indicate the amount of the Grantee's share (from Section D).

Line 21 - Indicate the amount of other shares (from Section D)

Line 22 - Indicate sum of Lines 19, 20 and 21.

SECTION C. EXCLUSIONS

Line 23 a-g - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 24 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 24h - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

Line 25a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25c - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

Line 26 - Enter the totals of Lines 24h and 25c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION

Identify location of the project. This will typically be the name of the airport.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

6. SPONSOR'S REPRESENTATIVE

Identify contact information of Sponsor's representative.

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Lander County has established Airport Zoning Ordinances that contain guidance for compatible land use planning in the vicinity of the Airport and height restrictions of objects near the airport.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Lander County possesses ownership of the property surrounding the existing Airport as indicated on Exhibit "A".

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number: 20.106	
2. Functional or Other Breakout:	AIP

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 5,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			195,000
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 200,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			200,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 200,000
19. Federal Share requested of Line 18			187,500
20. Grantee share			12,500
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 200,000

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	12,500
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 12,500
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 12,500

SECTION E – REMARKS (Attach sheets if additional space is required)
<p>There have been no changes to the previously approved Exhibit "A".</p> <p>A Construction Plan Set and Bidding & Construction Documents will be completed as part of this grant.</p> <p>Title VI Assurances are attached.</p>

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: 3-32-0026-018-2019

AIRPORT: Austin Airport

1. Objective:

Construct Hangar Taxilane and Rehabilitate Access Road (Design Only)

2. Benefits Anticipated:

The airport does not currently have any spaces for additional hangars, which limits the ability to expand. With the improvements made to the airport in the last several years the airport and the County both expect growth of the airport in the near future. A new taxilane for future hangar facilities will greatly support that potential for growth. The existing access road is currently gravel and hard to maintain during the winter months. Resurfacing the access road with asphalt pavement will also greatly reduce the overall maintenance of the road surface (continued below)

3. Approach: (See approved Scope of Work in Final Application)

(continued from above) by eliminating the need to grade and reshape the road due to erosion or shoving of the gravel.

- The taxilane will be approximately 300' long by 25' wide and will provide access to future hangar facilities. The taxilane will be constructed within the structural limits of the old parallel taxiway that served the crosswind runway. A geotechnical exploration of the existing section will be completed as part of this project to evaluate the existing structural section.
- The design of a rehabilitation to the access road from the Pilot's Lounge to the edge of airport property (approximately 2,800 LF). A geotechnical investigation into the existing structural section will be completed as part of the project to identify the type of rehabilitation needed.
- This Project will consist of design components only. Bidding and Construction will be completed as part of a separate grant in FY 2020.

4. Geographic Location:

Austin Airport is located 8 miles west of the Town of Austin, Lander County, Nevada on the north side of Nevada State Highway 722.

5. If Applicable, Provide Additional Information:

N/A

6. Sponsor's Representative: (include address & telephone number)

Mr. Keith Westengard, Lander County Manager
50 State Route 305, Battle Mountain, NV 89820
(755)635-2885

Section E – Remarks

The following remarks explain the costs for each Cost Classification item in FAA Form 5100-100, Part III (Budget Information – Construction), Section B (Calculation of Federal Grant).

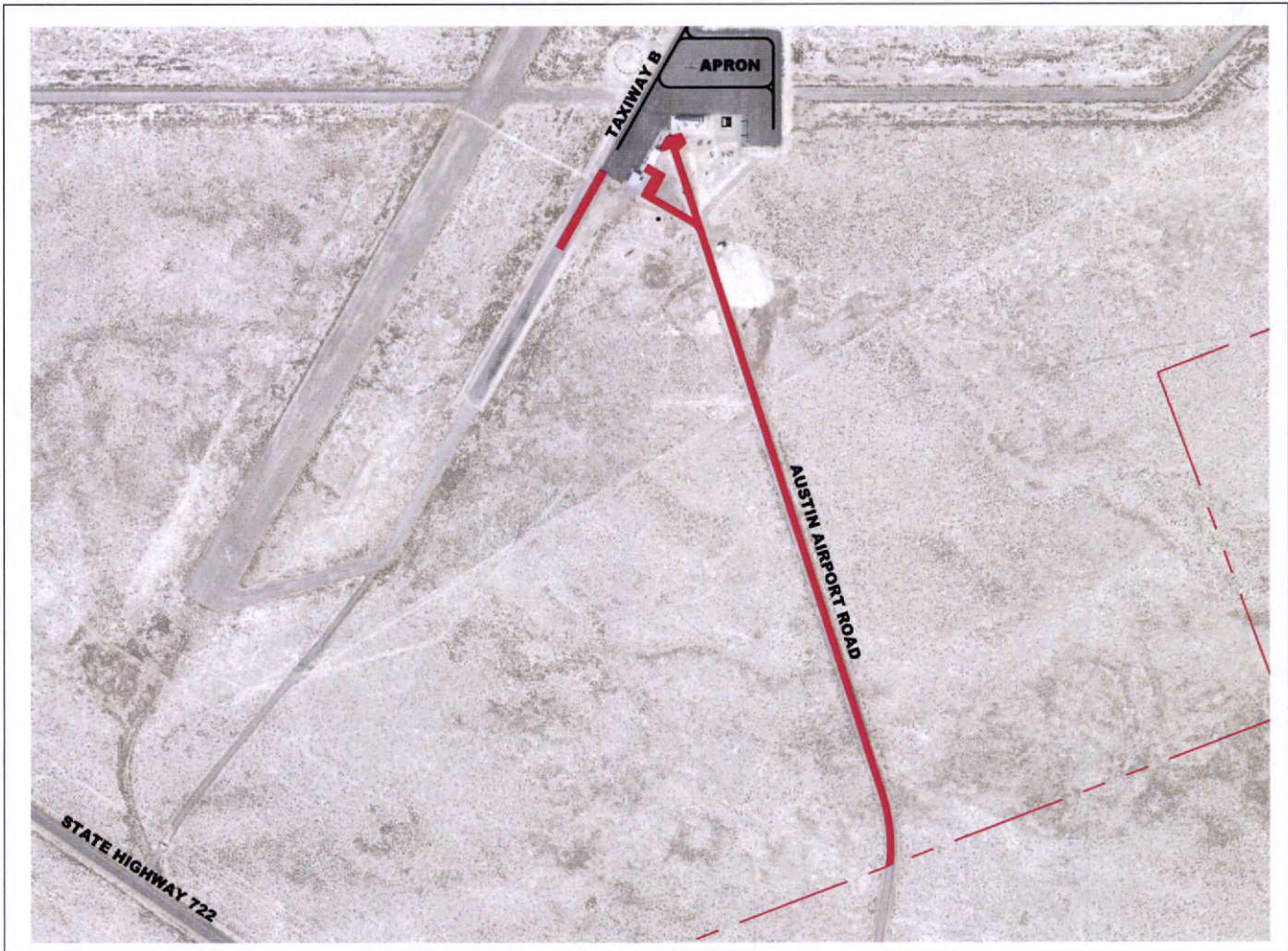
1.	Administration Expense	\$5,000
	Includes estimated legal fees, independent contract review, and direct administrative expense of the sponsor which relate to this project.	
2.	Preliminary Expense	N/A
3.	Land, Structures, Right-Of-Way	N/A
4.	Architectural Engineering Basic Fees	\$195,000.00
	Includes contract administration, preliminary and final design services, sub-consultant fees, and project close-out documentation.	
5.	Other Architectural Engineering Fees	N/A
6.	Project Inspection Fees	N/A
7.	Land Development	N/A
8.	Relocation Expenses	N/A
9.	Relocation Payments to Individuals and Businesses	N/A
10.	Demolition and Removal	N/A
11.	Construction and Project Improvement	N/A
12.	Equipment	N/A
13.	Miscellaneous	N/A
14.	Total	\$200,000.00
15.	Estimated Income	N/A
16.	Net Project Amount	\$200,000.00
17.	Less Ineligible Exclusions	N/A
18.	Add: Contingencies	N/A
19.	Total Project Amount	\$200,000.00

20.	Federal Share Requested	\$187,500.00
	93.75% of total project amount (Line 19)	
21.	Add Rehabilitation Grants Requested	N/A
22.	Total Federal Grant Requested (Lines 20 and 21)	\$187,500.00
23.	Grantee Share	\$12,500.00
	Local Funds- Lander County, NV (6.25%)	
24.	Other Shares	N/A
25.	Total Project	\$200,000.00

CIP/APPLICATION DATA SHEET

AIRPORT: AUSTIN AIRPORT **LOCAL PRIORITY:** 1 OF 1 **UPDATED:** JAN 2019

WORK ITEM (s): CONSTRUCT HANGAR TAXILANE AND REHABILITATE ACCESS ROAD (DESIGN ONLY)



JUSTIFICATION:

THE AIRPORT DOES NOT CURRENTLY HAVE ANY SPACES FOR ADDITIONAL HANGARS, WHICH LIMITS THE ABILITY TO EXPAND. WITH THE IMPROVEMENTS MADE TO THE AIRPORT IN THE LAST SEVERAL YEARS THE AIRPORT AND THE COUNTY BOTH EXPECT GROWTH OF THE AIRPORT IN THE NEAR FUTURE. A NEW TAXILANE FOR FUTURE HANGAR FACILITIES WILL GREATLY SUPPORT THAT POTENTIAL FOR GROWTH.

THE EXISTING ACCESS ROAD IS CURRENTLY GRAVEL AND HARD TO MAINTAIN DURING THE WINTER MONTHS. RESURFACING THE ROAD WITH ASPHALT PAVEMENT WILL ALSO GREATLY REDUCE THE OVERALL MAINTENANCE OF THE ROAD SURFACE BY ELIMINATING THE NEED TO GRADE AND RESHAPE THE ROAD DUE TO EROSION OR SHOVING OF THE GRAVEL.

SPONSOR SIGNATURE: _____

Keith Westengard
MR. KEITH WESTENGARD

DATE: 2-14-19

COST ESTIMATE:

ADMINISTRATION <u>\$ 5,000.00</u>	ENGINEERING <u>\$ 195,000.00</u>	EQUIPMENT _____
LAND _____	INSPECTION _____	CONTINGENCIES _____
APPRAISALS _____	CONSTRUCTION _____	TOTAL COST <u>\$ 200,000.00</u>

ADO USE:

PREAPP **GRANT** **NPIAS** **WORK** **FAA**
NO: _____ **NO:** _____ **CODE:** _____ **CODE:** _____ **PRIOR:** _____ **FED \$** _____



ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 02/20/2018 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/20/2018

View the most current versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars_and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 1/29/2018

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

STANDARD DOT TITLE VI ASSURANCES

Lander County, Nevada (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED

2-14-19

Lander County, Nevada
(Sponsor)

A handwritten signature in blue ink, appearing to read "Neil West", is written over a horizontal line.

(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Austin Airport

LOCATION: Austin, Nevada

AIP PROJECT NO.: 3-32-0026-018-2019

STATEMENTS APPLICABLE TO THIS PROJECT Construct Hangar Taxilane and Rehabilitate Access Road (Design Only)

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Austin Airport.
- ☒ b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- ☒ c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Austin Airport, and they have been informed regarding the scope and nature of this project.
- ☒ d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: 

DATE: 2-14-19

TITLE: Lander County Manager

SPONSORING AGENCY: Lander County, Nevada

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed


Sponsor's Authorized Representative

Date 2-14-19

Title

Lander County Manager

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Lander County, Nevada

Airport: Austin Airport

Project Number: 3-32-0026-018-2019

Description of Work: Construct Hangar Taxilane and Rehabilitate Access Road (Design Only)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Austin Airport

Address: Austin Airport Rd, Austin, NV 89310

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

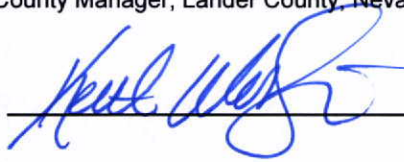
Executed on this 14th day of Feb, 2019.

Name of Sponsor: Lander County, Nevada

Name of Sponsor's Authorized Official: Mr. Keith Westengard

Title of Sponsor's Authorized Official: County Manager, Lander County, Nevada

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: Lander County, Nevada

Airport: Austin Airport

Project Number: 3-32-0026-018-2019

Description of Work: Construct Hangar Taxilane and Rehabilitate Access Road (Design Only)

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

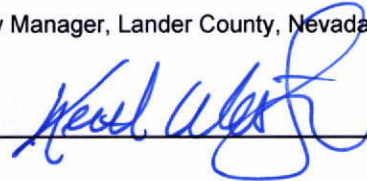
Executed on this 14th day of FEB, 2019.

Name of Sponsor: Lander County, Nevada

Name of Sponsor's Authorized Official: Mr. Keith Westengard

Title of Sponsor's Authorized Official: County Manager, Lander County, Nevada

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Lander County, Nevada

Airport: Austin Airport

Project Number: 3-32-0026-018-2019

Description of Work: Construct Hangar Taxilane and Rehabilitate Access Road (Design Only)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 14th day of Feb, 2019.

Name of Sponsor: Lander County, Nevada

Name of Sponsor's Authorized Official: Mr. Keith Westengard

Title of Sponsor's Authorized Official: County Manager, Lander County, Nevada

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Lander County, Nevada

Airport: Austin Airport

Project Number: 3-32-0026-018-2019

Description of Work: Construct Hangar Taxilane and Rehabilitate Access Road (Design Only)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☐ Yes ☐ No ☒ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

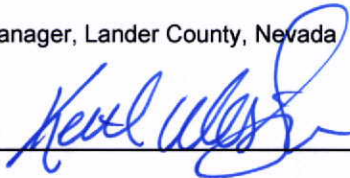
Executed on this 14th day of Feb, 2019.

Name of Sponsor: Lander County, Nevada

Name of Sponsor's Authorized Official: Mr. Keith Westengard

Title of Sponsor's Authorized Official: County Manager, Lander County, Nevada

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Lander County, Nevada

Airport: Austin Airport

Project Number: 3-32-0026-018-2019

Description of Work: Construct Hangar Taxiway and Rehabilitate Access Road (Design Only)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☐ Yes ☐ No ☒ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☐ Yes ☐ No ☒ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☐ Yes ☐ No ☒ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☐ Yes ☐ No ☒ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☐ Yes ☐ No ☒ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

☐ Yes ☐ No ☒ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☐ Yes ☐ No ☒ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☐ Yes ☐ No ☒ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☐ Yes ☐ No ☒ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

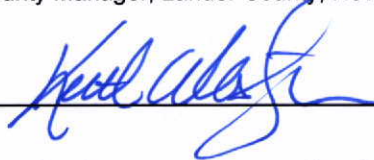
Executed on this 14th day of Feb, 2019.

Name of Sponsor: Lander County, Nevada

Name of Sponsor's Authorized Official: Keith Westengard

Title of Sponsor's Authorized Official: County Manager, Lander County, Nevada

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Lander County, Nevada

Airport: Austin Airport

Project Number: 3-32-0026-018-2019

Description of Work: Construct Hangar Taxilane and Rehabilitate Access Road (Design Only)

Application

49 USC § 47105(d), authorizes the Secretary to require the certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☐ Yes ☐ No ☒ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☐ Yes ☐ No ☒ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- ☐ Yes ☐ No ☒ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- ☐ Yes ☐ No ☒ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☐ Yes ☐ No ☒ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- ☐ Yes ☐ No ☒ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☐ Yes ☐ No ☒ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☐ Yes ☐ No ☒ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- ☐ Yes ☐ No ☒ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☐ Yes ☐ No ☒ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

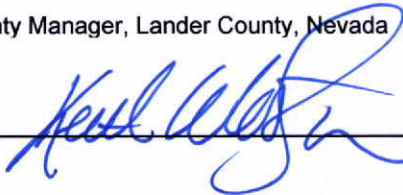
Executed on this 14th day of Feb, 2019.

Name of Sponsor: Lander County, Nevada

Name of Sponsor's Authorized Official: Mr. Keith Westengard

Title of Sponsor's Authorized Official: County Manager, Lander County, Nevada

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Austin Airport / Lander County, Nevada

AIP #: 3-32-0026-018-2019

Project Description(s): Construct Hangar Taxilane and Rehabilitate Access Road (Design Only)

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.
☒ None
- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.
☒ None (If "None", continue with questions 3 and 4).
- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.
☒ None
- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.
☒ None

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009

LANDER COUNTY COMMISSIONERS MEETING
2/14/2019

Agenda Item Number __9__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to appoint one individual to serve on the Lander County Economic Development Authority with the term expiring June 30, 2020, and to consider the following:

a) Monica Sill;
and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:



LANDER COUNTY
ADMINISTRATION
2019 JAN 22 PM 2: 05

January 22, 2019

Keith Westengard
Lander County Manager
50 State Route 305
Battle Mountain, NV 89820

Dear Keith,

On behalf of Newmont Mining Corporation and as a Lander County citizen and community partner, I am submitting my letter of interest in the Lander Economic Development Authority Board. I am interested in serving on the LEDA Board to allow me the opportunity to work with Lander County government and citizens, community businesses, nonprofits and organizations to ensure the sustainability of Lander County.

I have a genuine interest in the sustainability of Battle Mountain and feel I am qualified to serve on the LEDA Board. I have served on many boards focused on community partnerships, growth, and sustainability including:

- BM Chamber of Commerce, Vice President – 2000 to 2005
- Battle Mountain Mining Industry Foundation, President – 2017 to present
- Battle Mountain High School Education Committee, Chair – 2017 to present
- 11 Judicial District Juvenile Probation Committee, Secretary – 2018 to present
- NV Mining Association Community Connection Committee, Chair – 2018 to present
- NV Coalition for Suicide Prevention and Awareness, BM Coordinator – 2018 to present
- Battle Mountain Main Street Program, Chair – 2018 to present

I have also been a small business operator in Lander County and fully understand the importance and impact of economic development to small business.

Thank you in advance for your consideration. Please contact me with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Monica Sill", written over a circular blue ink stamp.

Monica Sill
External Relations Sr. Specialist
Newmont Phoenix Mine
PO Box 1657
Battle Mountain, NV 89820
M (775)304-2398

LANDER COUNTY COMMISSIONERS MEETING
2/14/2019

Agenda Item Number __10__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove a change order request for HE Hunewill Construction for the White Knife Project already approved in an amount not to exceed \$283,050.00 for a Sewer Wet Well on Round Mountain Drive, Battle Mountain, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

AGENDA REQUEST FORM



COMMISSIONER MEETING DATE: 02-14-2019

NAME Water & Sewer REPRESENTING: Bert Ramos

ADDRESS: 80 State Route 305

PHONE(H): 775-455-6860 (W): _____ (FAX): _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: _____

WHO WILL BE ATTENDING THE MEETING Bert Ramos

JOB TITLE Public Works Director

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: (New) Sewer lift station.

BACKGROUND INFORMATION provided in following pages.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? _____

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST: YES X NO _____

AMOUNT: \$ 282,050.00

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES _____ NO X

WHEN? _____

HAS THIS ISSUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT HEADS YES X NO _____

ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST – NOT AT THE MEETING,

IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES X NO _____

IF THE ITEM IS A CONTRACT AND/OR AGREEMENT, OR REQUIRES LEGAL REVIEW, IT MUST BE REVIEWED BY THE DISTRICT ATTORNEY'S OFFICE PRIOR TO AGENDA SETTING OR IT WILL NOT GO ON THE AGENDA.

HAS THE DISTRICT ATTORNEY'S OFFICE PROVIDED THE REQUIRED REVIEW? YES _____ NO X

THE COMMISSIONERS RESERVE THE RIGHT TO REJECT OR RECOMMEND TABLING ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

Bert Ramos

DATE 02-04-2019

BOARD MEETS THE 2ND AND 4TH THURSDAY OF EACH MONTH
COMMISSION FAX (775) 635-5332

H. E. Hunewill Construction Co.
NW WATERMAIN LOOP
SEWER WET WELL STRUCTURE SUPPLY AND INSTALL

24-Jan-19

Bid Schedule			Bid		Unit Price	Total Amount
Item No.	Quantity	Unit	Work Description			
1	1	LS	SEWER WET WELL SUPPLY INSTALL		\$ 283,050.00	\$ 283,050.00
The above Pricing Includes the following:						
Labor, Supervision, and Materials						
5 additional dewatering wells and dewatering for 25 days						
Engineered Slide Rail Shoring system Rental						
Labor and equipment to weld(seal) manhole sections						
96" PREDL wet well per drawing and quote						

Exceptions and Clarifications:

Pricing good for 60 days

All Pricing Based on Drawings furnished by Day Engineering and PREDL and conversations with Martin Ugalde

Pricing is contingent on wet well being constructed during current Dewatering campaign

Permits, Testing, and Engineering by others.

Dewatering with 5 wells for 25 days in estimate

Contractual indemnity clause shall be limited to our own actions and those of our subcontractors

This quotation specifically excludes all work not itemized above even if directly or indirectly related to our specification section.

With acceptance of this quotation it is expressly understood by both parties that this document shall be incorporated as an integral part of the contract.

Accepted by: _____ Date: _____

Predl Systems North America Inc.

7520 Conrad Street
Burnaby, British Columbia V5A 2H7
Canada, (604) 415-9944

QUOTE

Quote No.: 12172
Date: Jan 17, 2019
Page: 1
Ship Date:

Sold To:

H.E. Hunewill Construction Co., Inc.
IRS# 880116645
315 Artist View
Wellington, NV 89444




Ship To:

NW WATER MAIN LOOP & GRAVITY SEWER
BATTLE MOUNTAIN, NV
NEW CONSTRUCTION
CAST INTO ASTM C478 MH SECTIONS

Risk Assessment N/A

Business No.: 819827254RC0001

Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount
Corprotect-96 x 96	1	each	10" FRP CHAMFER PAN C/W BALANCE OF WALL LINER TO ACHIEVE 8FT SECTION		13,198.71	US\$13,198.71
	2	Each	Corprotect Riser Liner 96" x 96" - PREDL CORPROTECT MANHOLE BARREL LINER		10,946.77	US\$21,893.54
Corprotect-96 - FlatTop	1	Each	PREDL CORPROTECT MANHOLE FLAT SLAB LINER C/W CHIMNEY AS NEEDED TO SUPPORT HATCH/LID HATCH/ LID CAST IN; SUPPLIED BY OTHERS		4,512.00	US\$4,512.00
CAPSTRIPS Weld Rod Grey PP 4mm	3	EACH	CAP STRIPS FOR JOINT WELD		390.47	US\$1,171.41
	3	Each	Welding Rod Grey 4mm - Poly Propylene		100.00	US\$300.00
FRP-Bell-12	1	Each	12" fibreglass bell/SDR26, WELDED TO THE WALL LINER; C/W GASKET; TRIMMED WALL, FOAM SUPPORT PLUG TO SITE		335.00	US\$335.00
FRP-Bell-06	3	Each	6" fibreglass bell/SDR26, WELDED TO THE WALL LINER; C/W GASKET; TRIMMED WALL, FOAM SUPPORT PLUG TO SITE		232.96	US\$698.88
FREIGHT IS BUDGETARY, SUBJECT TO THE CARRIER'S TERMS AND CONDITIONS						
Subtotal:						US\$42,109.54
Freight						US\$9,650.00
Shipped by						
Terms: Net 30. Due Feb 16, 2019.						
Comments *Prices are FOB Burnaby BC, Excluding taxes, duties and freight. *Availability : 20-25 working days						
Total Amount						US\$51,759.54

Contractor	Engineer	Owner
Hunewill Construction	Day Engineering	Lander County
		
Date: 2-19-19	Date: 2.2.19	Date: 02-19-2019

H. E. Hunewill Construction Co.

NW WATERMAIN LOOP

SEWER WET WELL STRUCTURE SUPPLY AND INSTALL

24-Jan-19

Bid Schedule			Bid		Unit Price	Total Amount
Item No.	Quantity	Unit	Work Description			
1	1	LS	SEWER WET WELL SUPPLY INSTALL		\$ 283,050.00	\$ 283,050.00
The above Pricing Includes the following:						
Labor, Supervision, and Materials						
5 additional dewatering wells and dewatering for 25 days						
Engineered Slide Rail Shoring system Rental						
Labor and equipment to weld(seal) manhole sections						
96" PREDL wet well per drawing and quote						

Exceptions and Clarifications:

Pricing good for 60 days
All Pricing Based on Drawings furnished by Day Engineering and PREDL and conversations with Martin Ugalde
Pricing is contingent on wet well being constructed during current Dewatering campaign
Permits, Testing, and Engineering by others.
Dewatering with 5 wells for 25 days in estimate
Contractual indemnity clause shall be limited to our own actions and those of our subcontractors
This quotation specifically excludes all work not itemized above even if directly or indirectly related to our specification section.
With acceptance of this quotation it is expressly understood by both parties that this document shall be incorporated as an integral part of the contract.

Accepted by: _____ Date: _____

Predl Systems North America Inc.

7520 Conrad Street
Burnaby, British Columbia V5A 2H7
Canada, (604) 415-9944

QUOTE

Quote No.: 12172
Date: Jan 17, 2019
Page: 1
Ship Date:

Sold To:

H.E. Hunewill Construction Co., Inc.
IRS# 880116645
315 Artist View
Wellington, NV 89444

Ship To:

NW WATER MAIN LOOP & GRAVITY SEWER
BATTLE MOUNTAIN, NV
NEW CONSTRUCTION
CAST INTO ASTM C478 MH SECTIONS

Risk Assessment N/A

Business No.: 819827254RC0001

Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount
Corprotect-96 x 96	1	each	10" FRP CHAMFER PAN C/W BALANCE OF WALL LINER TO ACHIEVE 8FT SECTION		13,198.71	US\$13,198.71
	2	Each	Corprotect Riser Liner 96" x 96" - PREDL CORPROTECT MANHOLE BARREL LINER		10,946.77	US\$21,893.54
Corprotect-96 - FlatTop	1	Each	PREDL CORPROTECT MANHOLE FLAT SLAB LINER C/W CHIMNEY AS NEEDED TO SUPPORT HATCH/LID HATCH/ LID CAST IN; SUPPLIED BY OTHERS		4,512.00	US\$4,512.00
CAPSTRIPS Weld Rod Grey PP 4mm	3	EACH	CAP STRIPS FOR JOINT WELD		390.47	US\$1,171.41
	3	Each	Welding Rod Grey 4mm - Poly Propylene		100.00	US\$300.00
FRP-Bell-12	1	Each	12" fibreglass bell/SDR26, WELDED TO THE WALL LINER; C/W GASKET; TRIMMED WALL, FOAM SUPPORT PLUG TO SITE		335.00	US\$335.00
FRP-Bell-06	3	Each	6" fibreglass bell/SDR26, WELDED TO THE WALL LINER; C/W GASKET; TRIMMED WALL, FOAM SUPPORT PLUG TO SITE		232.96	US\$698.88
FREIGHT IS BUDGETARY, SUBJECT TO THE CARRIER'S TERMS AND CONDITIONS						
Subtotal:						US\$42,109.54
Freight						US\$9,650.00
Shipped by						
Terms: Net 30. Due Feb 16, 2019.						
Comments *Prices are FOB Burnaby BC, Excluding taxes, duties and freight. *Availability : 20-25 working days					Total Amount	US\$51,759.54

2

To: February 28, 2019

	Calender Days		%
Contract Time	120	Work Completed	0.0
Elapsed	4	Time Elapsed	3.3
Remainder	116		

[illegible]


\$3,094,570.00

\$283.050.00

\$0.00

\$283,050.00

\$3,377,620.00

Contractor	Engineer	Owner
Hunewill Construction	Day Engineering	Lander County
	Martin Ugalde	
Date: 2-19-19	Date: 2-7-19	Date:

LANDER COUNTY COMMISSIONERS MEETING
2/14/2019

Agenda Item Number __11__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible Action to approve/disapprove the renewal of the contract between the Board of Trustees of the Elko County Library and the Lander County Board of Commissioners, and all other matters properly related thereto.

Public Comment:

Background: **Yearly update of Library contract for Battle Mountain and Austin.**

Recommended Action:

CONTRACT FOR LIBRARY SERVICE

THIS AGREEMENT, made and entered into effective the 22nd day of JANUARY 2019, by and between the BOARD OF TRUSTEES OF THE ELKO COUNTY LIBRARY, hereinafter referred to as ELKO and the LANDER COUNTY BOARD OF COMMISSIONERS hereinafter referred to as LANDER.

WITNESSETH:

WHEREAS, LANDER has determined that public library services are in the public interest and is unable to finance the establishment of its own facility:

WHEREAS, ELKO is willing and able to provide services to LANDER as hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and by virtue of the authority granted by the provisions of Chapters 378 and 379 of the Nevada Revised Statutes, it is mutually agreed as follows:

1. This contract shall commence JULY 1, 2019, and shall terminate of JUNE 30, 2020.

2. It is expressly understood and agreed by the parties hereto that said parties shall perform all lawful acts necessary to accrue the mutual benefits of cooperative action.

3. LANDER herewith agrees to pay to ELKO the sum of \$102,142.00 in quarterly installments, beginning the month prior to the commencement of the contract as stated in paragraph 1, to be used by Elko in defraying costs of materials and services hereinafter described to be rendered to LANDER.

4. ELKO herewith agrees to establish and maintain public library services at AUSTIN and BATTLE MOUNTAIN for the use and benefit of the residents of LANDER County.

5. ELKO herewith agrees to provide and maintain at the library facility at AUSTIN, 1,500 volumes; and at the library facility at BATTLE MOUNTAIN, 4,200 volumes.

6. LANDER will recommend to ELKO persons to act as library assistants. ELKO will employ, terminate, and supervise said library assistants, and provide in-service training in library techniques and services. The library assistant at AUSTIN shall be expected to devote 12 hours per week exclusively to the library facility; and the library assistant at BATTLE MOUNTAIN shall be expected to devote 26 hours per week exclusively to the library facility.

7. LANDER will provide and maintain in good order adequate quarters to house the library service and provide utilities for the library facilities.

8. LANDER will provide for basic utilities at library facilities including monthly phone service for voice and fax. Computer phone lines, library circulation software, maintenance, and other services associated with the computer network will be paid by Elko with funds herein provided.

9. ELKO will provide the salaries and "Other Post-Employment Benefits" (OPEB) for said library assistants as mandated by Lander County Commission or the Nevada State Legislature will be paid out of the funds herein provided. Cost associated with previous employees eligible and receiving the OPEB will be paid out of the funds herein provided.

10. ELKO will provide free mail service for library materials to rural residents of LANDER County, and ELKO librarians will make such trips to LANDER County as necessary to provide adequate services there.

11. Library facilities of ELKO County shall be available to residents of LANDER County, together with interlibrary loan privileges.

12. LANDER County retains the ownership of all library equipment and furnishings purchased with funding from LANDER County. Equipment and furnishings purchased with funding from ELKO County or through the grant process by ELKO County staff remain of the inventory and in the possession of ELKO County.

13. Should any party hereto breach the terms of this agreement, the exclusive right of the other party shall be the right to cancellation of this contract, effective upon sixty (60) days written notice to the other party, with payment of funds to be made pro rata to termination date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and first above written.

BOARD OF TRUSTEES OF THE ELKO
COUNTY LIBRARY SYSTEM

By


Chairman

LANDER COUNTY BOARD OF
COUNTY COMMISSIONERS

By

Chairman

Attest

LANDER County Clerk

**LANDER COUNTY
BUDGET
2019/2020**

SALARIES:

Salaries:

Austin,	\$ 8,699.00	
Battle Mountain,	\$24,975.00	\$33,674.00

Retirement:

Austin,	none withheld	
Battle Mountain,	\$ 6,789.00	\$ 6,993.00

PAC/Medicare/Social Security/Unemployment:

Austin and Battle Mountain Combined,	\$ 2,731.00
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Vacation and Sick Leave (Substitutes/Temp):

Austin and Battle Mountain Combined,	\$ 1,115.00
--------------------------------------	-------------

Other Post-Employment Benefits

Battle Mountain,	\$12,000.00
------------------	-------------

Total Salaries	\$56,513.00
-----------------------	--------------------

OPERATING EXPENSES:**Supplies:**

Austin,	\$1,020.00	
Battle Mountain,	\$1,822.00	
Catalog Production,	\$ 400.00	\$ 3,242.00

Trips/Training (at 545¢ per mile):

Austin,	\$ 351.00	
Battle Mountain,	\$ 157.00	
Training,	\$ 508.00	\$ 1,016.00

Book Leasing:

Austin and Battle Mountain Combined,	\$ 3,800.00
--------------------------------------	-------------

Audio/Video Material:

Austin and Battle Mountain Combined,	\$ 2,000.00
--------------------------------------	-------------

Equipment Repairs/Supplies:

Austin and Battle Mountain Combined,	\$ 300.00
--------------------------------------	-----------

Network Access/Integrated Library System:

Austin and Battle Mountain Combined,	\$ 5,005.00
--------------------------------------	-------------

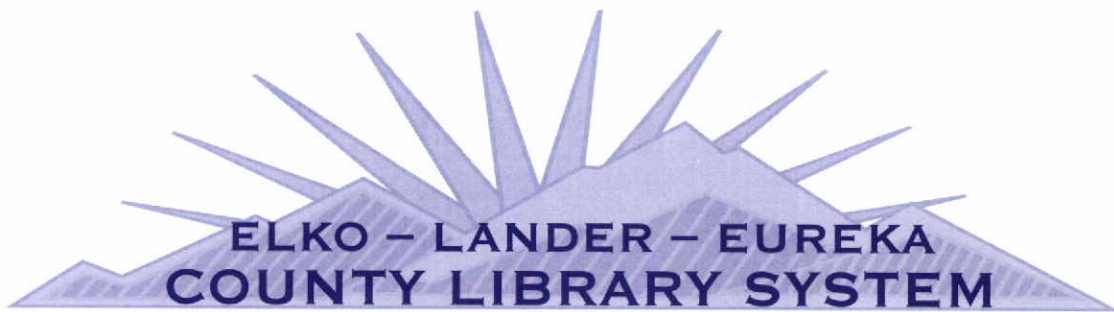
Total Operating	\$15,363.00
------------------------	--------------------

CONTRACT LIBRARY FEE:

Austin and Battle Mountain Combined:	\$ 30,266.00
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SUB TOTAL	\$ 45,629.00
------------------	---------------------

GRAND TOTAL	\$102,142.00
--------------------	---------------------



January 23, 2019

Attn: Chairperson
Lander County Commission
50 State Route 305
Battle Mountain, Nevada 89820

Dear Chairperson;

Enclosed you will find two copies of the contract for library service for FY 2019-2020. The Chairman of the Elko County Library Board of Trustees has signed both copies. After your Board has had the opportunity to discuss the contract, it will then only be necessary to sign and return one copy of the contract for our records. The other copy can be signed and kept for your records.

With economic budget concerns facing all of us, we have made every effort to keep this contract to the minimum.

If you have any questions regarding this contract, please do not hesitate to contact us. Library staff and/or Board members will make themselves available to you.

Thank you for your time and attention to this matter.

Sincerely,

Kassie Kincaid-Antonucci
Director
Elko-Lander-Eureka County
Library System

Melissa Spence
Assistant Director
Elko-Lander-Eureka County
Library System

DOC #: 289248

02/14/2019 01:35 PM Page: 1 of 3

OFFICIAL RECORD

Requested By:
LANDER COUNTY CLERK

Lander County, NV
Lesley Bunch, Recorder

Fee: \$0.00 RPTT: \$0.00
Recorded By: legonzalez



RECORDING REQUESTED BY: LANDER COUNTY CLERK'S OFFICE

ADDRESS: 50 STATE ROUTE 305

CITY/STATE/ZIP: BATTLE MOUNTAIN, NV 89820

Contract for Library Services between the Board of Trustees of the Elko
County Library and Lander County Board of Commissioners

July 1, 2019-June 30, 2020

Commission Meeting: February 14, 2019

Item # 11

This page added to provide information required by NRS 111.312 Sections 1-2

This cover page must be typed or printed.

CONTRACT FOR LIBRARY SERVICE

THIS AGREEMENT, made and entered into effective the 22nd day of JANUARY 2019, by and between the BOARD OF TRUSTEES OF THE ELKO COUNTY LIBRARY, hereinafter referred to as ELKO and the LANDER COUNTY BOARD OF COMMISSIONERS hereinafter referred to as LANDER.

WITNESSETH:

WHEREAS, LANDER has determined that public library services are in the public interest and is unable to finance the establishment of its own facility:

WHEREAS, ELKO is willing and able to provide services to LANDER as hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and by virtue of the authority granted by the provisions of Chapters 378 and 379 of the Nevada Revised Statutes, it is mutually agreed as follows:

1. This contract shall commence JULY 1, 2019, and shall terminate of JUNE 30, 2020.

2. It is expressly understood and agreed by the parties hereto that said parties shall perform all lawful acts necessary to accrue the mutual benefits of cooperative action.

3. LANDER herewith agrees to pay to ELKO the sum of \$102,142.00 in quarterly installments, beginning the month prior to the commencement of the contract as stated in paragraph 1, to be used by Elko in defraying costs of materials and services hereinafter described to be rendered to LANDER.

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13. Should any party hereto breach the terms of this agreement, the exclusive right of the other party shall be the right to cancellation of this contract, effective upon sixty (60) days written notice to the other party, with payment of funds to be made pro rata to termination date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and first above written.

BOARD OF TRUSTEES OF THE ELKO
COUNTY LIBRARY SYSTEM

By


Chairman

LANDER COUNTY BOARD OF
COUNTY COMMISSIONERS

By


Chairman

Attest


Vadie Sullivan

LANDER County Clerk

**LANDER COUNTY
BUDGET
2019/2020**

SALARIES:

Salaries:

Austin,	\$ 8,699.00	
Battle Mountain,	\$24,975.00	\$33,674.00

Retirement:

Austin,	none withheld	
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Battle Mountain,	\$12,000.00
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Battle Mountain,	\$1,822.00	
Catalog Production,	\$ 400.00	\$ 3,242.00

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Audio/Video Material:

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Equipment Repairs/Supplies:

Austin and Battle Mountain Combined,	\$ 300.00
--------------------------------------	-----------

Network Access/Integrated Library System:

Austin and Battle Mountain Combined,	\$ 5,005.00
--------------------------------------	-------------

Total Operating	\$15,363.00
------------------------	--------------------

CONTRACT LIBRARY FEE:

Austin and Battle Mountain Combined:	\$ 30,266.00
--------------------------------------	--------------

SUB TOTAL	\$ 45,629.00
------------------	---------------------

GRAND TOTAL	\$102,142.00
--------------------	---------------------

LANDER COUNTY COMMISSIONERS MEETING
2/14/2019

Agenda Item Number __12__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove the Kingston Town Water Utility grant funds of \$145,000.00, previously approved for a test well, to be reallocated for two immediate projects for antiquated spur line lateral replacement, and all other matters properly related thereto.

Public Comment:

Background: Please see attached e mail for background information.

Recommended Action:

From: Shannon Thiss <kingstonh2o@gmail.com>
Sent: Wednesday, January 30, 2019 8:33 AM
To: Cindy Benson
Subject: Water grant

Hi Cindy,

I am e-mailing because I know you are busy and I write better than I talk anyway, HA. Last year in March the Commissioners approved a grant for Kingston Town Water utility for a test well in the amount of \$145,000. We have not been able to get that project off the ground because I have had two antiquated spur lines laterals go bad and they need to be replaced. Both are approximately 500 feet with a hydrant addition and new service hooks ups, 6 total with both spurs. They both have old irrigation pipe in the ground. They both will cost approximately \$100,000 and are already bid and scheduled to be done this spring. The second one was an addition as it failed later in the process and will be a change order. This will take our capital replacement fund down to very little as we did a valve replacement project last year and it was self funded. I was wondering if the money from the test well grant can be changed and used for these projects instead? Kingston will cover the cost of engineering and design for the project, in the amount of \$25,000.00

Any help is appreciated.

Shannon

Shannon Thiss
Deputy Clerk, Water Operator
Town of Kingston
HC 65 box 130
Austin, NV 89310
775-964-2120

#12

**TOWN OF KINGSTON
KINGSTON TOWN WATER UTILITY
112 GOLD KNOB ROAD
AUSTIN, NEVADA 89310
775 964-2120
kingstonh2o@gmail.com**

February 12, 2019

Lander County Commissioners
50 State Route 305
Battle Mountain, NV 89820

Dear Honorable Commissioners,

Last year with the approval of the Kingston Town Board, I had applied for a grant with Lander County for a test well as part of our Alternative Water Project. This is an ambitious project to find an alternate water source for Kingston Town Water Utility for the future. The Commissioners approved a project cost of \$145,000 for the test well at the budget meetings in March 2018.

We have come up against more pressing issues on the water system and the Alternate Water Project will need to be put on hold. We have two mainline spur/laterals that are approximately 30 to 40 years old and are made of 4" thin wall irrigation pipe and are starting to fail. Silver Knolls has already had a mainline break in January 2019 and as of today there is one house out of water due to the line having to be capped at a shorter point because of poor pipe condition. The addition of fire hydrants on these replacements will make Kingston residents safer.

Last year Kingston Town Water Utility Spent \$130,805 of its own capital replacement funds on the Kingston Valve Replacement Project, completed in April 2018, leaving the account less than half of what it was. This account builds slowly and large projects are difficult to fund.

Having the approval of the Kingston Town Board, I would like to divert the test well funds to the Plumas Lane and Silver Knolls Replacement Project for Fiscal Year 2018-2019 as the need to replace these lines is immediate. I have included the costs breakdowns for construction and engineering with this letter.

I thank you for your consideration.

Sincerely,

Shannon Thiss
Water Operator/KTWU

TOWN OF KINGSTON - PLUMAS LANE/SILVER KNOLL MAIN REPLACEMENT PROJECT CT 2019
 BEN DOTSON CONTRUCTI ON DAY ENGINEERING

PLUMAS LANE				SILVER KNOLL			
Bid Item - Unit	Quan.	Unit	Total	Quan.	Unit	Total	
Mobilization - LS	1	\$6,377.00	\$ 6,377.00	0	\$6,377.00	\$ -	
8" Connection - EA	1	\$3,127.00	\$ 3,127.00	1	\$3,127.00	\$ 3,127.00	
8" PVC Water Main -LF	560	\$24.00	\$ 13,440.00	500	\$24.00	\$ 12,000.00	
Water Service - EA	2	\$5,939.00	\$ 11,878.00	4	\$5,939.00	\$ 23,756.00	
Fire Hydrant - EA	1	\$8,877.00	\$ 8,877.00	1	\$8,877.00	\$ 8,877.00	
Additional fittings	0			1	\$750.00	\$ 750.00	
Force Account - LS	1	\$5,000.00	\$ 5,000.00	0	\$0.00	\$ -	
Rock Excavation	0 -			10	\$65.00	\$ 650.00	
			\$ 48,699.00			\$ 49,160.00	

Engineering & Inspection 13,500 \$ 8,000.00

Construction Total 97,859.00
 Engineering Total 21,500

PROJECT TOTAL 119,359.00

LANDER COUNTY COMMISSIONERS MEETING
2/14/2019

Agenda Item Number __13__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove a waiver for the removal of Lander County from the guaranteed status under the Supplemental City-County Relief Tax (SCCRT) distribution formula, pursuant to the provisions of Nevada Revised Statutes 377.057(3), and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

Lander County Fiscal Officer
Cindy Benson



February 15, 2019

Susan Lewis
State of Nevada Department of Taxation
1550 College Parkway
Carson City, Nevada 89706-7937

Re: Request for Waiver – NRS 377.057(3)

To Whom It May Concern:

Lander County is requesting a waiver from the removal of Lander County from the guaranteed status under the Supplemental City-County Relief Tax (SCCRT) distribution formula, pursuant to the provisions of Nevada Revised Statutes 377.057(3).

Please consider this as Lander County's petition to the Nevada Tax Commission to grant a waiver from the removal of the county from guaranteed status under the Supplemental City-County Relief Tax distribution formula.

Thank you for your attention to this request.

Respectfully,

A handwritten signature in cursive script that reads "Cindy Benson".

Cindy Benson
Fiscal Officer

LANDER COUNTY COMMISSIONERS MEETING
2/14/2019

Agenda Item Number __14__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Correspondence/reports/potential upcoming agenda items.

Public Comment:

Background:

Recommended Action:

1. Monthly Reports to Lander County Commissioners. December, 2018.
2. Barrick Gold Corporation. Minor Modification Application to Nevada Division of Environmental Protection Bureau of Mining and Reclamation for the Pipeline Project-Water Pollution Control Permit (WPCP) NEV0093109 Barrick Cortez Inc.
3. United States Department of the Interior. Bureau of Land Management. Tonopah Field Office. Environmental Assessment. Fish Lake Valley, Esmerelda County, Nevada.
4. State of Nevada. Department of Conservation & Natural Resources. Notice of Proposed Action by the State of Nevada. Newmont USA Limited.
5. State of Nevada. Department of Conservation & Natural Resources. Notice of Proposed Action by the State of Nevada. Klondex Gold & Silver Mining Company.

MONTHLY REPORTS TO LANDER COUNTY COMMISSIONERS

DECEMBER 2018

- 1) LANDER COUNTY CLERK – MONIES COLLECTED FOR THE MONTH OF
DECEMBER 2018**
- 2) AUSTIN JUSTICE OF THE PEACE – MONIES COLLECTED FOR THE MONTH
OF DECEMBER 2018**
- 3) ARGENTA JUSTICE COURT – FINES/FORFEITS FOR THE MONTH OF
DECEMBER 2018**
- 4) LANDER COUNTY RECORDER – TOTAL AMOUNT REMITTED TO
TREASURER FOR THE MONTH OF DECEMBER 2018**
- 5) LANDER COUNTY TREASURER – TECHNOLOGY FEES FOR THE MONTH
OF DECEMBER 2018**

Lander County Clerk's Office
Monies Collected for the Month of:
DECEMBER 2018

<u>ACCOUNT</u>	<u>AMOUNT</u>
TOTAL STATE FEES	\$ 75.00
TOTAL COUNTY FEES	\$ 584.00
TOTAL LAW LIBRARY FUND	\$ 0.00
TOTAL DOMESTIC VIOLENCE	\$ 75.00
TOTAL LEGAL AID FUND	\$ 0.00
TOTAL DRUG TEST FEES	\$ 660.00
 TOTAL MONIES COLLECTED FOR	
THE MONTH OF DECEMBER 2018	\$ 1,394.00

Sadie Sullivan

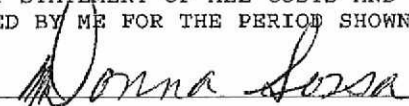
LANDER COUNTY CLERK

Approved by State Board of Accounts for LANDER COUNTY County - 2018

To Auditor of LANDER COUNTY County, NEVADA
Collecting for Period: 11/28/2018 thru 12/31/2018

Account	Prior Collections	Collections This Period	Year To Date Collections
6I AA FEE - GENETIC MARKER ANALYSIS	1,347.00	182.00	1,529.00
6I AA FEE - JUSTICE #085-32003	3,185.00	413.00	3,598.00
6I AA FEE - JUVENILE #286-32006	910.00	118.00	1,028.00
6I AA FEE - STATE (A #090-32005	17,098.00	1,946.00	19,044.00
6I AA FEE - STATE (G #090-000-32013	2,267.00	303.00	2,570.00
6I BAIL FORFEITURES #001-35030	34,894.00	4,666.00	39,560.00
6I BAIL/BOND PROCESSING FEE	0.00	0.00	0.00
6I BOND FILING FEE VICTIMS OF CRIME	0.00	0.00	0.00
6I CIVIL FEES	0.00	37.50	37.50
6I CIVIL FEES - COURT ACCOUNT/	0.00	12.50	12.50
6I COUNTY FINES/FORF #001-35030	1,058.94	235.00	1,293.94
6I DEPARTMENT OF WILDLIFE - COUNTY	0.00	0.00	0.00
6I DEPARTMENT OF WILDLIFE CIVIL FEES	50.00	285.00	335.00
6I DOMESTIC VIOLENCE FEE	0.00	0.00	0.00
6I DUI SPECIALTY COURT FEE (AOC)	0.00	0.00	0.00
6I EPAYMENT CONVENIENCE FEE	1,511.77	174.56	1,686.33
6I FACILITY ASSESSME #285-34201	4,486.06	590.00	5,076.06
6I FELONY/GROSS MISD FORF - SPECIALTY CO	0.00	0.00	0.00
6I FELONY/GROSS MISD FORF - VICTIMS OF C	0.00	0.00	0.00
6I FINE - STATE OF N #090-35030	0.00	0.00	0.00
6I FINE -LANDER COUN #090-35030	0.00	0.00	0.00
6I LC98-3 OTHER #01-32009	0.00	10.00	10.00
6I MISCELLANEOUS FEE #001-000-38080	0.00	0.00	0.00
6I NON SUFFICIENT FUNDS	30.00	0.00	30.00
6I NRS 4.065 (SB#62) #090-32015	0.00	1.00	1.00
6I OVERPAYMENTS TO THE COUNTY	0.00	5.00	5.00
6I SPECIALTY COURT F #090-32207	3,145.50	413.00	3,558.50
6I SUBSTANCE ABUSE FEE (CHEMICAL FEE)	0.00	0.00	0.00
Totals:	69,983.27	9,391.56	79,374.83

State of NEVADA LANDER COUNTY County, SS:

I SWEAR THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT OF ALL COSTS AND FEES
BELONGING TO THE ABOVE NAMED COUNTY COLLECTED BY ME FOR THE PERIOD SHOWN.

 CLERK OF THE AUSTIN JUSTICE COURT COURT

LANDER COUNTY CLERK

2019 JAN -7 AM 11:32

FILED

THE RED THERMO SECURED SP LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES

JUSTICE OF THE PEACE
AUSTIN TOWNSHIP - CRIMINAL ACCT
P.O. BOX 100
AUSTIN, NV 89310

DATE 12/31/18 001117
94-7074/3212

PAY
TO THE
ORDER OF

Lander County Treasurer

\$ 9,217.00

Nine thousand Two hundred Seventeen

DOLLARS

WELLS FARGO Wells Fargo Bank, N.A.
Nevada

MEMO December 2018

VOID AFTER 90 DAYS

Donna Lanza

THERMO SECURED
GARD'S THERMO

⑈001117⑈ ⑈321270742⑈

0404029175⑈

Disbursed Total

FINES & FEES MONTH OF DEC. 2018

21,117.00

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
6H AA FEE - STATE (AOC)	LANDER COUNTY TREASURER	N/A	N/A	4,132.00	103
6H AA FEE - JUSTICE	LANDER COUNTY TREASURER	N/A	N/A	819.00	103
6H AA FEE - JUVENILE	LANDER COUNTY TREASURER	N/A	N/A	234.00	103
6H AA FEE - STATE (GENERAL)	LANDER COUNTY TREASURER	N/A	N/A	585.00	103
6H AA FEE - GENETIC MARKER ANALYSIS	LANDER COUNTY TREASURER	N/A	N/A	366.00	105
6H BAIL/BOND PROCESSING FEE BOND FEES	LANDER COUNTY TREASURER	N/A	N/A	37.50	2
6H CIVIL FEES	LANDER COUNTY TREASURER	N/A	N/A	354.75	16
6H CIVIL FEES - COURT ACCOUNT	LANDER COUNTY TREASURER	N/A	N/A	210.50	18
6H COPY FEES	LANDER COUNTY TREASURER	N/A	N/A	7.25	0
6H DOMESTIC VIOLENCE FEE	LANDER COUNTY TREASURER	N/A	N/A	53.00	2
6H FACSIMILE FEES	LANDER COUNTY TREASURER	N/A	N/A	237.00	0
6H COUNTY FINES/FOREFEITURES	LANDER COUNTY TREASURER	N/A	N/A	4,727.00	21
6H FACILITY ASSESSMENT FEE	LANDER COUNTY TREASURER	N/A	N/A	1,195.00	104
6H LC98-3 OTHER	LANDER COUNTY TREASURER	N/A	N/A	150.00	15
6H SUBSTANCE ABUSE FEE (CHEMICAL FEE)	LANDER COUNTY TREASURER	N/A	N/A	135.00	3
6H NRS 4.065 (SB#62)	LANDER COUNTY TREASURER	N/A	N/A	15.00	15
6H SPECIALTY COURT FEE (MISD)	LANDER COUNTY TREASURER	N/A	N/A	849.00	105
6H DUI SPECIALTY COURT FEE (AOC)	LANDER COUNTY TREASURER	N/A	N/A	150.00	3
6H STATE FOREFEITURES	LANDER COUNTY TREASURER	N/A	N/A	6,810.00	96
6H BOND FILING FEE VICTIMS OF CRIME	LANDER COUNTY TREASURER	N/A	N/A	50.00	2

*** End of Report ***

STATE OF NEVADA
COUNTY OF LANDER

MAX W. BUNCH, Justice of the Peace of Argenta Township, Lander County, Nevada,
being first duly sworn deposes and says:
That all causes and matters heretofore submitted to him have been decided.
That since filing my last report the above fines have been collected, which are being
submitted to the Treasurer of Lander County.

Subscribed and sworn to before me this 28th day of December, 2018.



FILED
2018 DEC 28 PM 3:57
LANDER COUNTY CLERK

ARGENTA JUSTICE COURT
MONTHLY FINANCIAL STATEMENT

FILED

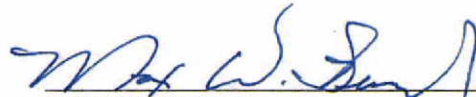
2019 JAN -2 AM 11:01

LANDER COUNTY CLERK

I, Max W. Bunch, JUSTICE OF THE PEACE OF ARGENTA TOWNSHIP, LANDER COUNTY,
NEVADA, DO HEREBY SWEAR, UNDER OATH, THAT THE FOLLOWING IS A TRUE AND
CORRECT ACCOUNTING OF ALL FEES RECEIVED BY ME FOR THE MONTH ENDING
DECEMBER, 2018.

TOTAL

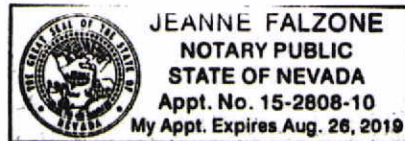
\$ 0.00


MAX W. BUNCH
JUSTICE OF THE PEACE

State of Nevada
County of Lander

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 2ND, DAY OF JANUARY, 2019


NOTARY PUBLIC



RECEIVED
STATE OF NEVADA
JAN 10 1960
CLERK OF COURT

ARGENTA JUSTICE COURT
MONTHLY FINANCIAL STATEMENT

FILED

2019 JAN -8 AM 10:58


LANDER COUNTY CLERK

I, Max W. Bunch, JUSTICE OF THE PEACE OF ARGENTA TOWNSHIP, LANDER COUNTY,
NEVADA, DO HEREBY SWEAR, UNDER OATH, THAT THE FOLLOWING IS A TRUE AND
CORRECT ACCOUNTING OF ALL FEES RECEIVED BY ME FOR THE MONTH ENDING
January 7th, 2019.

\$ 0.00

TOTAL

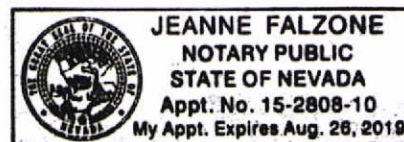
\$ 0.00

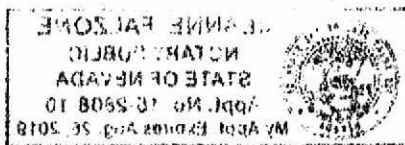


MAX W. BUNCH
JUSTICE OF THE PEACE

State of Nevada
County of Lander

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 8th, DAY OF JANUARY, 2019


NOTARY PUBLIC



Lander County Recorder

Lesley L Bunch
50 State Route 305
Battle Mountain, NV 89820

FILED

2019 JAN -2 AM 11:22

MONTHLY REPORT

LANDER COUNTY CLERK

The following fees were collected for the period of December 01, 2018 through December 31, 2018.

<u>ACCOUNT</u>	<u>AMOUNT</u>
RECORDINGS	\$2,032.00
OUTSTANDING RCD	\$0.00
OVERPYMT KEPT	\$2.00
OVERPYMT VOUCHER	\$0.00
AB 6 NOD FORECLOSURE MEDIATION FUND	\$0.00
AB 6 NOD BUDGET SHORTFALL	\$0.00
AB 259 NOD INDIGENT	\$0.00
REAL PROPERTY TRANSFER TAX (General)	\$2,149.40
REAL PROPERTY TRANSFER TAX (State .10)	\$390.80
REAL PROPERTY TRANSFER TAX (State 1.30)	\$5,080.40
COPY WORK	\$177.00
SB 14 DOMESTIC VIOLENCE FUND	\$10.00
TECHNOLOGY FEE	\$495.00
FUND TO ASSIST (Previous Foster Care)	\$99.00
LEGAL SERVICES FOR INDIGENT	\$297.00
COMPENSATION OF INVESTIGATORS APPOINTED BY DISTRICT COURT	\$99.00
DEPARTMENT OF MINERALS (State)	\$310.00
MAPS	\$405.00
TOTAL AMOUNT REMITTED TO TREASURER:	\$11,546.60



Lander County Recorder

REPORTING MONTH OF December 2018

FUND #300--TECHNOLOGY FEES

RECORDER

BEGINNING BALANCE December 2018	\$53,128.58
REVENUE	\$495.00
Expenditures	(854.93)
Adjustment	\$0.00
ENDING BALANCE December 2018	\$52,768.65

ASSESSOR

BEGINNING BALANCE December 2018	\$2,743,688.63
REVENUE	3,115.54
EXPENDITURES	(37,666.00)
Adj Btwn Fnds	-
Interest 2018 Adjustment	
ENDING BALANCE-December 2018	\$2,709,138.17

CLERK

BEGINNING BALANCE December 2018	\$28.15
REVENUE	\$0.00
EXPENDITURES	\$0.00
Interest 2018 Adjustment	\$0.00
ENDING BALANCE December 2018	\$28.15

TOTALS

December 2018 Beginning Balance	\$2,852,632.56
Recorder	(359.93)
Assessor	(34,550.46)
CLERK	
December 2018 Ending Balance	\$2,817,722.17

Dydia Johnson
Lander County Treasurer/Judith Johnson

Yearly Recap July 2018 Thru June 30, 2019

Beginning Bal July 2018	3,150,895.64
Revenue	31,080.81
Expenditures	(395,795.90)
Interest	-
Adj	31,541.62
Ending Balance June 30, 2019	2,817,722.17

FILED

2019 JAN 24 AM 11:13

LANDER COUNTY CLERK

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

300 TECHNOLOGY FEES
PERIOD ENDING 12/31/18

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	%
REVENUES					
31010 REAL PROPERTY TAXES-	.00	.00	.00	.00	0
32221 RECORDER TECH FEES	10,500.00	495.00	9,075.00	1,425.00	86
32223 ASSESSOR TECH FEES	300,000.00	3,115.54	22,005.81	277,994.19	7
32224 DIST COURT TECH FEES	.00	.00	.00	.00	0
38007 INTEREST-RECORDER	7,652.00	.00	.00	7,652.00	0
38009 INTEREST-ASSESSOR	7,652.00	.00	.00	7,652.00	0
38013 INTEREST-DIST. COURT	7,652.00	.00	.00	7,652.00	0
38046 ASSESR TECH NET PRO	.00	.00	.00	.00	0
38080 MISCELLANEOUS REVENU	.00	.00	.00	.00	0
38122 GRANT-OTS CRASH	.00	.00	.00	.00	0
39009 TRANS IN FMV	.00	.00	.00	.00	0
TOTAL REVENUES	333,456.00	3,610.54	31,080.81	302,375.19	9
EXPENDITURES					
59045 TRANS OF REVENUES	.00	.00	.00	.00	0
TOTAL	.00	.00	.00	.00	0
067 RECORDER					
53920 SERVICE AND SUPPLIES	17,500.00	854.93	4,522.73	12,977.27	25
53991 MINOR EQUIP/FURNITUR	5,000.00	.00	662.68	4,337.32	13
9015 TRANS OUT FMV	.00	.00	.00	.00	0
59950 MISCELLANEOUS	2,500.00	.00	668.19	1,831.81	26
TOTAL RECORDER	25,000.00	854.93	5,853.60	19,146.40	23
068 ASSESSOR					
53920 SERVICE AND SUPPLIES	550,000.00	34,856.00	355,714.55	194,285.45	64
53991 MINOR EQUIP/FURNITUR	315,000.00	2,810.00	14,665.00	300,335.00	4
54010 NEW FIXED ASSETS	365,000.00	.00	.00	365,000.00	0
54095	.00	.00	.00	.00	0
59045 TRANS OF REVENUES	.00	.00	.00	.00	0
59405	.00	.00	.00	.00	0
TOTAL ASSESSOR	1,230,000.00	37,666.00	370,379.55	859,620.45	30
069 DISTRICT COURT					
53920 SERVICE AND SUPPLIES	.00	.00	.00	.00	0
53991 MINOR EQUIP/FURNITUR	.00	.00	.00	.00	0
TOTAL DISTRICT COURT	.00	.00	.00	.00	0
TOTAL EXPENDITURES	1,255,000.00	38,520.93	376,233.15	878,766.85	29
NET REV & EXPENDITURE	921,544.00-	34,910.39-	345,152.34-	576,391.66-	37
	=====	=====	=====	=====	=====

LANDER COUNTY TREASURER
TREASURER'S ACCOUNTING LEDGER
FOR ACCOUNTS: 300 THRU 300 - 12/01/18 THRU 12/31/18

Rept No.	Receipt Description	Act TP	Date	Debit Amount	Credit Amount	Balance	FDA No.
ACCOUNT-300	TECHNOLOGY FEES	TYPE-	FUND				
				Beginning Balance		2,852,632.56	
59694	WEEK ENDING 12-14-18	300 CR	12/17/18	315.00		2,852,947.56	300-000-32221-000 RECORDER
59728	WEEK ENDING 12/21/18	300 CR	12/26/18	80.00		2,853,027.56	300-000-32221-000 RECORDER
59739	2015-19 REAL PROP018	300 CR	12/28/18	1.27		2,853,028.83	300-000-32223-000 ASSESSOR
59740	2016-17 REAL PROP	300 CR	12/28/18	1.27		2,853,030.10	300-000-32223-000 ASSESSOR
59741	2017-18 REAL PROP	300 CR	12/28/18	1.27		2,853,031.37	300-000-32223-000 ASSESSOR
59742	2018-19 REAL PROP	300 CR	12/28/18	92.97		2,853,124.34	300-000-32223-000 ASSESSOR
59743	2016-17 PERS PROP	300 CR	12/28/18	.99		2,853,125.33	300-000-32223-000 ASSESSOR
59744	2017-18 PERS PROP	300 CR	12/28/18	2.28		2,853,127.61	300-000-32223-000 ASSESSOR
59745	2018-19 PERS PROP	300 CR	12/28/18	3,015.49		2,856,143.10	300-000-32223-000 ASSESSOR
12048	SPEC EXPND 12-06-18	300 DS	12/31/18	93.96		2,856,049.14	300-000-00000-000
12138	COMM BILLS 12-13-18	300 DS	12/31/18	4,726.15		2,851,322.99	300-000-00000-000
12278	COMM BILLS 12-27-18	300 DS	12/31/18	33,760.82		2,817,562.17	300-000-00000-000
59764	WEEK ENDING 12-31-18	300 CR	12/31/18	100.00		2,817,722.17	300-000-32221-000 RECORDER
				38,520.93	3,610.54		

ACCOUNT-300 TECHNOLOGY FEES ENDING BALANCE 2,817,722.17



BARRICK GOLD CORPORATION
Cortez Gold Mines
HC 66 Box 1250
Crescent Valley, Nevada
U.S.A.
89821-1250

Tel: (775) 468-4400
Fax: (775) 468-4496

January 30, 2019

CERTIFIED MAIL: 7017 1450 0000 9225 5446
RETURN RECEIPT REQUESTED

Lander County Courthouse
Commissioners' Chamber
50 State Route 305
Battle Mountain, NV 89820

**Re: Minor Modification Application to Nevada Division of Environmental Protection-
Bureau of Mining and Reclamation for the Pipeline Project- Water Pollution
Control Permit (WPCP) NEV0093109
Barrick Cortez Inc.**

Dear Commissioners:

This letter provides notification to Lander County that Barrick Cortez Inc. (BCI) intends to apply for a Minor Modification to the above referenced WPCP with the Nevada Division of Environmental Protection. The application is in support of the proposed development for the Phase 5 Expansion, Area 30 Heap Leach Facility located in the Pipeline Operations Area of the Barrick Cortez Mine. The general location of the site and the area of the expansion is shown in the attached Figure.

The Phase 5 Expansion will consist of an approximately 7.2 million square foot heap leach pad, the expansion and relining of the Storm/Event Pond, and the addition of Pregnant and Barren Solution Vaults. This expansion was approved by the Bureau of Land Management under Amendment 3 to *Plan of Operations (NVN-067575 (14-1A))*.

If you have any questions or comments, please contact Vincent Johnson at (775) 468-4249 or me at (775) 468-4078.

Sincerely,

A handwritten signature in blue ink, appearing to read "A. Steensen".

Amanda Steensen
Environmental Manager
Barrick Cortez Inc.

EB/AS: mc

Enclosure: Site Overview



United States Department of the Interior



BUREAU OF LAND MANAGEMENT

Tonopah Field Office

P.O. Box 911 (1553 South Main Street)

Tonopah, Nevada 89049

Phone: 775-482-7800

Fax: 775-482-7810

<http://www.blm.gov/nevada>

JAN 30 2019

In Reply Refer To:

N-95774

DOI-BLM-NV-B020-2019-0003-EA

2800 (NVB0200)

Dear Interested Public:

The Bureau of Land Management (BLM) Battle Mountain District, Tonopah Field Office has released an environmental assessment (EA) for public review, analyzing a proposed Valley Electric Association, Inc. distribution line and access road to connect a private residence to existing distribution facilities near Dyer in Fish Lake Valley, Esmeralda County, Nevada.

The EA addresses two potential alignments, both crossing BLM-administered and private lands: a proposed route with a 4,846×20 foot (2.22 acre) right-of-way (ROW) and an alternative route with a 4,239×20 foot (1.95 acre) ROW. The line would have a proposed 24.9 kilovolt capacity to accommodate future distribution expansion. Permanent access for maintenance and repair would be required for the duration of the ROW grant.

The EA can be viewed on the BLM NEPA Register website at <https://go.usa.gov/xExzq>. Written comments will be accepted until March 1, 2019 and can be submitted online at the NEPA Register site; mailed to the Tonopah Field Office at the address above; or emailed to BLM_NV_BMDO_TFO_PurpleSageEA@blm.gov.

Before including your address, phone number, email address, or other personal identifying information in your comment, be advised that your entire comment including your personal identifying information may be made publicly available at any time. While you can ask in your comment to withhold from public review your personal identifying information, the BLM cannot guarantee it will be able to do so. All submissions from organizations and businesses, and from individuals identifying themselves as representatives or officials of organizations or businesses, will be available for public inspection in their entirety.

If you have any questions please contact Wendy Seley, Realty Specialist, at (775) 482-7805.

Sincerely,

Timothy J. Coward
Field Manager



NEVADA DIVISION OF
**ENVIRONMENTAL
PROTECTION**

STATE OF NEVADA
Department of Conservation & Natural Resources
Steve Sisolak, Governor
Bradley Crowell, Director
Greg Lovato, Administrator

Notice of Proposed Action

By the
State of Nevada

The Administrator of the Division of Environmental Protection (the Division) gives notice that an application for renewal of a Water Pollution Control Permit for the Mule Canyon Mine, for closure monitoring of a former mining and beneficiation facility, has been properly filed with the Division of Environmental Protection in Carson City. The Applicant for renewal of Water Pollution Control Permit NEV0094110 (Permit) is:

Newmont USA Limited
PO Box 1657
Battle Mountain, NV 89820

The facility is located on public and private land in Lander County within Sections 1-5, 8-17, Township 31 North (T31N), Range 47 East (R47E), and Sections 32 - 34, T32N, R47E, MDB&M, approximately 14 miles southeast of the town of Battle Mountain, Nevada.

The Mule Canyon Mine is in permanent closure, pursuant to Nevada Administrative Code (NAC) 445A.446.

The Administrator is constrained to either issue the renewed Permit or to deny the application. The Administrator has made the tentative decision to issue the renewed Permit.

Persons wishing to comment upon the proposed Permit, to recommend terms and conditions for consideration of incorporation into the Permit, or who request a public hearing pursuant to NAC 445A.403, must submit their written comments, objections, or requests by hand delivery or US Postal Service, or by facsimile or e-mail transmittal, no later than 5:00 PM on the 30th day following the date of publication of this notice (submittal end date 1 March 2019) to:

Division of Environmental Protection
Bureau of Mining Regulation and Reclamation
901 South Stewart Street, Suite 4001
Carson City, NV 89701-5249

All comments, objections, or requests received during the public notice period will be considered in the final determination regarding the Permit. If the Division determines written comments or requests indicate a significant degree of public interest in this matter, the Administrator shall schedule a public hearing in accordance with the requirements of NAC 445A.405.

The draft Permit and all application documents are on file at the Division and are available for public inspection and copying pursuant to Nevada Revised Statute 445A.665. For more information, contact Lisa A. Kreskey at (775) 687-9415 or visit the Division public notice website at <https://ndep.nv.gov/posts/category/land>.

STATE OF NEVADA
Department of Conservation and Natural Resources
Division of Environmental Protection
Bureau of Mining Regulation and Reclamation
Water Pollution Control Permit

Permittee: **Newmont USA Limited**
P.O. Box 1657
Battle Mountain, Nevada 89820

Permit Number: **NEV0094110**
Review Type/Year/Revision: **Renewal 2019, Revision 00**

Pursuant to Nevada Revised Statutes (NRS) 445A.300 through 445A.730, inclusive, and regulations promulgated thereunder by the State Environmental Commission and implemented by the Division of Environmental Protection (the Division), this Permit authorizes the Permittee to close the **Mule Canyon Mine**, in accordance with the limitations, requirements, and other conditions set forth in this Permit. The Permittee is not authorized to mine or process ore.

The facility is located on public and private land in Lander County, within Sections 1-5, 8-17, Township 31 North (T31N), Range 47 East (R47E), and Sections 32 - 34, T32N, R47E, Mount Diablo Baseline and Meridian, approximately 14 miles southeast of the town of Battle Mountain, Nevada.

The Permittee must comply with all terms and conditions of this Permit and all applicable statutes and regulations.

This Permit is based on the assumption that the information submitted in the Final Permanent Closure Plan, dated December 2010, and the Permit renewal application dated 26 November 2018, as modified by subsequent approved amendments, are accurate and that the facility is being closed as specified. The Permittee must inform the Division of any deviation from, or changes in, the information in the closure plan and application, which may affect the ability of the Permittee to comply with applicable regulations or Permit conditions.

This Permit is effective as of **28 March 2019**, and shall remain in effect until **28 March 2024**, unless modified, suspended, or revoked.

Signed this _____ day of **Month** 2019.

Joseph Sawyer, P.E.
Chief, Bureau of Mining Regulation and Reclamation

I. Specific Facility Conditions and Limitations

A. In accordance with operating, closure, and facility design plans reviewed and approved by the Division the Permittee shall:

1. Construct, operate, and close the facility in accordance with those plans;
2. Contain within the fluid management system all process fluids including all meteoric waters which enter the system as a result of a 100-year, 24-hour storm event. Any new process components or material modifications of existing process components shall be designed to contain all process fluids including all meteoric waters which enter the system as a result of the 500-year, 24-hour event; and
3. Not release or discharge any process or non-process contaminants from the fluid management system except as approved by the Division in accordance with this Permit and any associated plans, reports, studies, and designs.

B. Schedule of Compliance:

1. By 1 July 2019, the Permittee shall submit to the Division, for review and approval, a Final Plan for Permanent Closure (FPPC), with an implementation schedule, for the neutralization and chemical stabilization of the South Pit Lake. The FPPC must include a detailed plan for an initial pit lake neutralization phase, and a second phase for either backfill or perpetual pit lake treatment. If backfill is selected, the FPPC shall include the current location, quantity, characterization, and proposed final surface topography and elevations for the selected non-potentially acid-generating backfill material, and an acid-neutralizing amendment as necessary, to preclude the future formation of a pit lake and, as applicable, to prohibit degradation of groundwater. If pit lake treatment without backfill is selected, the FPPC shall include a schedule for periodic retreatment to perpetually prevent degradation of groundwater, as applicable, and adverse impact to human, terrestrial, and avian life. Details of any such retreatment plan must be developed after the Phase I treatment is implemented and after the next update of the groundwater, pit lake, and ecological risk study. Depending on the FPPC, payment of an EDC fee may also be required.
2. By 30 April 2019, the Permittee shall submit to the Division, for review and approval, a corrective action plan (CAP) for mitigating the sulfate plume located near the Pit Dewatering Pond. The CAP shall include delineation, magnitude and extent, of the groundwater plume, elimination or mitigation of the contaminant source (Main Pit Lake), groundwater remediation and monitoring, and a schedule for implementation; the goal of permanent closure of all process components and pollutant sources shall be considered in the plan. Final remediation may include a plan for either the installation of a pump-back system, pit water treatment, or backfill, as warranted.
3. By 29 September 2019, the Permittee shall submit, for review and approval, an updated site-wide groundwater flow model, a site-wide pit lake study, and ecological risk assessments for all existing pit lakes, including the information required in Part I.N.1. These site-wide studies shall assess the degree to which groundwater water quality is affected by, or distinct from, pit-lake water quality.

The schedule of compliance items above are not considered completed until approved in writing by the Division.

C. The fluid management system covered by this Permit consists of the following process components:

1. Main Pit Dewatering Pond (PDP), Maintenance Shop Sediment Pond (Shop Pond), the Upper MD-1 Waste Rock Storage Facility (WRSF) Collection Pond (MD-1 Pond), and associated leak detection systems;
2. Solution collection pipes and lined solution collection ditches;
3. Transfer pipes, valves, and pumps used in conveyance, control or detection of fluids between components; and
4. Ashcraft Pit Water Collection and Conveyance System (APWCCS) spillway, flume, channels, and all control and measuring devices.

D. Monitoring Requirements:

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
<p>1. <u>Site Monitoring Wells</u></p> <p>Pit Lake Monitoring Wells: WMU-2A, WMU-12, MU-1336, MU-1337, MU-1338, MU-1343, MU-1356, MU-1357, MU-1358, MU-1364, MU-1365, WMU-21, WMU-22, WMU-23, and WMU-26;</p> <p>Pit Dewatering Pond Wells: MU-1339A, MU-1351, MU-1352B, MU-1354A, MU-1355, MU-1361B, MU-1362, MU-1363, WMU-24, and WMU-25;</p> <p>WMU-13, WMU-15, WMU-18, WMU-19, and WMU-20</p>	<p>Profile I⁽¹⁾, water and collar elevations (feet AMSL);</p> <p>Profile I⁽¹⁾, water and collar elevations (feet AMSL);</p> <p>Water and collar elevations (feet AMSL), field pH (SU), specific conductance (µS/cm)</p>	<p>Quarterly;</p> <p>Quarterly;</p> <p>Quarterly</p>
<p>2. <u>Main Pit Backfill Piezometer</u></p> <p>MU-1341</p>	<p>Hydraulic head (feet), and groundwater elevation (feet AMSL)</p>	<p>Quarterly</p>

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
3. <u>Solution Ponds</u> Maintenance Shop Sediment Pond (Shop Pond), Pit Dewatering Pond (PDP), Upper MD-1 WRSF Collection Pond (MD-1 Pond)	Profile I ⁽¹⁾ , pond solution volume (gals) and freeboard (feet)	Semi-annual (2 nd and 4 th quarters)
4. <u>Pond Leak Detection Sumps</u> Shop Pond Leak Detection Sump (SPLDS), PDP Leak Detection Sump (PDPLDS), MD-1 Pond Leak Detection Sump (MD-1LDS)	Average daily accumulation (gpd)	Weekly ⁽²⁾
5. <u>Waste Rock Storage Facilities (WRSF)</u> Upper MD-1, MD-1, MD-2, SD-4, WD-1, and NWD; Each seep that is flowing	Visual inspection for physical stability and presence of water ⁽³⁾ ; Profile I ⁽¹⁾ , flow rate (gpm), photograph(s), field pH (SU), specific conductance (µS/cm)	Quarterly; Quarterly

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
<p><u>6. Pit Lake Monitoring</u> North (NPIT), Ashcraft (APIT), Northwest (NWPIT), Main (MPIT), South (SPIT), and West (WPIT);</p> <p>General Monitoring – each pit lake;</p> <p>Water Column Monitoring⁽⁵⁾ – each pit lake;</p> <p>Surface Samples⁽⁷⁾ – each pit lake;</p> <p>Depth Samples⁽⁹⁾ – each pit lake that is >25 feet deep or has an outflow to groundwater</p>	<p>Presence of Water⁽⁴⁾;</p> <p>Photograph, lake surface elevation (ft. AMSL), maximum lake depth (ft.), lake area (acres);</p> <p>Continuous field temperature (°F)⁽⁶⁾ and specific conductance (µS/cm)⁽⁶⁾ with depth (ft.);</p> <p>Field pH (SU)⁽⁶⁾, field Eh (mV)⁽⁶⁾;</p> <p>Profile III⁽⁸⁾;</p> <p>Field pH (SU)⁽⁶⁾, field Eh (mV)⁽⁶⁾, depth below surface (ft.);</p> <p>Profile I⁽¹⁾, depth below surface (ft.)</p>	<p>Quarterly;</p> <p>Quarterly;</p> <p>Quarterly;</p> <p>Quarterly;</p> <p>Quarterly;</p> <p>Quarterly;</p> <p>Quarterly</p>
<p><u>7. Ashcraft Pit Water Collection and Conveyance System (APWCCS)</u></p>	<p>Profile I⁽¹⁾;</p> <p>Flow at flume (gpm) and visual inspection⁽¹⁰⁾;</p> <p>Photograph; downgradient discharge distance (feet from source) and duration</p>	<p>Quarterly;</p> <p>Weekly;</p> <p>Monthly</p>
<p><u>8. South Pit Lake Active In-situ Evaporation Operations</u></p>	<p>South Pit Lake surface elevation (feet AMSL)⁽¹¹⁾</p>	<p>Weekly</p>

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
9. <u>Weather Station Facility</u> Ambient Conditions	Ambient temperature, (min/max), relative humidity (%), wind speed (mph), wind direction (azimuth degree), total precipitation (inches), solar irradiance (W/m ²), and SWE	Daily

The Permittee may request a reduction of the monitoring frequency after four quarters of complete monitoring based on justification other than cost. Such reductions may be considered modifications to the Permit and require payment of modification fees.

Abbreviations:

AMSL = above mean sea level; CaCO₃ = calcium carbonate; Eh = chemical reduction potential; °F = degrees Fahrenheit; ft. = feet; gal = gallons; gpm = gallons per minute; gpd = gallons per day; mg/L = milligrams per liter; min/max = minimum/maximum; N = nitrogen; µS/cm = micro Siemens per centimeter; mV = millivolts; NDEP = Nevada Division of Environmental Protection; NAC = Nevada Administrative Code; PCS = Petroleum-Contaminated Soil; TDS = Total dissolved solids; mph = miles per hour; W/m² = watts per square meter; SU = standard units; SWE = snow water equivalent; ≤ = less than or equal to; ≥ = greater than or equal to

Footnotes:

(1) Profile I:

Alkalinity (as CaCO ₃)	Cadmium	Magnesium	Silver
Bicarbonate	Calcium	Manganese	Sodium
Total	Chloride	Mercury	Sulfate
Aluminum	Chromium	Nitrate + Nitrite (as N)	Thallium
Antimony	Copper	Nitrogen, Total (as N)	Total Dissolved Solids
Arsenic	Fluoride	pH (± 0.1 SU) ⁽¹²⁾	Zinc
Barium	Iron	Potassium	-
Beryllium	Lead	Selenium	-

- (2) The sumps must be inspected and evacuated on a more frequent basis than weekly if the fluid level is above the top of the sump or the invert of any pipe which discharges into the sump, whichever level is lower, or if the potential exists to exceed the sump capacity. Records are required documenting volume, date, and time of extraction to show that sumps are maintained in this condition.
- (3) Provide a visual evaluation of each waste rock storage facility for physical stability (e.g., stable, unstable, or slope failure), presence of water, and seepage. If visibly

unstable, or slope failure, describe. For presence of water, identify whether the surface and toes of the waste rock storage facility are dry, damp, or wet (ponded or flowing water). If seepage is emanating from any portion of a waste rock storage facility, the Permittee shall perform the required monitoring for seeps.

- (4) For presence of water, state whether the pit surface is dry, damp, or wet (ponded or flowing water). If ponded water has been present for at least one year and sufficient water is available for sampling, the Permittee shall perform the required monitoring for pit lakes.
- (5) A continuous temperature-conductivity profile shall be completed for the entire water column at the deepest location in each pit lake.
- (6) Field measurements (e.g., temperature, specific conductance, pH, Eh, etc.) shall be made at the Project site concurrent with the monitoring activity using a calibrated instrument, and do not require analysis by a laboratory certified or approved by the State of Nevada as otherwise specified in Part II.E.5. Field measurements must be accompanied by appropriate calibration information.
- (7) The surface samples must be collected less than 10 feet below the surface of the pit lake.
- (8) Profile III:

Alkalinity (as CaCO ₃)	Calcium	Mercury	Strontium
Bicarbonate	Chloride	Molybdenum	Sulfate
Total	Chromium	Nickel	Thallium
Aluminum	Copper	Nitrate + Nitrite (as N)	Tin
Antimony	Fluoride	Nitrogen, Total (as N)	Total Dissolved Solids
Arsenic	Iron	pH (± 0.1 SU) ⁽¹²⁾	Total Suspended Solids
Barium	Lead	Phosphorus	Uranium
Beryllium	Lithium	Potassium	Vanadium
Boron	Magnesium	Selenium	Zinc
Cadmium	Manganese	Sodium	-

- (9) Depth sampling shall be performed at the deepest location in each pit lake. The number and depth of samples shall be determined based on the temperature-conductivity profile of the water column at the time of sampling. If the lake is stratified, collect a separate depth sample from each distinct layer in the water column (e.g., from the epilimnion, metalimnion, hypolimnion, and monimolimnion, as applicable; however, note that the quarterly sample from the surface layer [epilimnion] must be analyzed for Profile III constituents per the surface sample requirements whereas the quarterly depth samples from all other layers are analyzed for Profile I constituents). If the lake is unstratified and between 25 and 50 feet deep, collect one depth sample from the lower half of the water column. If the lake is unstratified and greater than 50 feet deep, collect two depth samples consisting of an intermediate sample from the middle third of the water column and a deep sample

from the lower third of the water column. If the lake is less than 25 feet deep but includes an outflow to groundwater (i.e., it is a hydrologic flow-through pit lake), collect a quarterly Profile I surface sample in addition to the quarterly Profile III surface sample.

- (10) During periods of Ashcraft Pit Lake outflow, the Permittee will be required to inspect the spillway, flume, channel and any control and/or measuring devices weekly in accordance with Part I.I.
 - (11) During periods of active South Pit Lake evaporation operations, the Permittee shall inspect all control devices, evaporator systems, pumps, piping, valves, and remote cameras weekly per Part I.I. The above components shall also be inspected during, when possible, and after major storm events.
 - (12) All sample analyses resulting in a pH value less than or equal to 5.0 SU shall also be analyzed for acidity (mg/L, as CaCO_3 equivalent).
- E. Quarterly and annual monitoring reports and release reporting shall be in accordance with Part II.B.
- F. All sampling and analytical accuracy shall be in accordance with Part II.E.
- G. Permit Limitations
1. The daily accumulation or flow exceeding 150 gallons per day averaged over the quarter in the leak detection sumps identified in Part I.D.4.
 2. The daily accumulation or flow exceeding 50 gallons per day averaged over the year in the leak detection sumps identified in Part I.D.4.
 3. Failure to meet a Schedule of Compliance date or requirement.
 4. The Permittee shall not discharge flows from the APWCCS in excess of 100 gpm, averaged over a seven-day time period, without Division approval. The discharge water shall not exceed a Division Profile I reference value and the background concentration at the point of discharge unless the Division has approved a demonstration that the discharge does not have the potential to degrade waters of the State.
 5. Except as otherwise allowed by this Permit, a minimum 2-foot freeboard shall be maintained in all ponds.
 6. Excess solution inventory reduction/disposal plans must be approved by the Division prior to any inventory reduction actions.
 7. The facility shall not degrade waters of the State to the extent that applicable water quality standards or reference values, and background concentrations, are exceeded.
- Exceedances of these limitations may be Permit violations and shall be reported as specified in Part II.B.4.
- H. The facility shall maintain an automated or manual calibrated rain and snow gauge(s), which shall be monitored at least daily, to record precipitation (inches of water, including snow water equivalent). A record of all daily weather data, per Part I.D.9, shall be maintained onsite, or at the office of record of the Permittee, and shall be submitted to the

Division upon request, with each submittal of the Permit renewal, and pursuant to Parts II.B.1 and II.B.2, as applicable, in a Division-approved electronic format.

- I. The Permittee shall inspect all control devices, systems, and facilities weekly, as well as during (when possible), and after major storm events. These inspections are performed to detect evidence of:
1. Deterioration, malfunction, or improper operation of control or monitoring systems;
 2. Sudden changes in the data from any monitoring device;
 3. The presence of liquids in leak detection systems; and
 4. Severe erosion or other signs of deterioration in dikes, diversions, closure covers, or other containment devices.

If detected, the Permittee shall report the above conditions in accordance with Part II.B.4, except such a report is not required for the presence of liquids in leak detection systems unless a leak detection limitation in Part I.G is exceeded.

- J. Prior to initiating permanent closure activities at the facility, or at any process component or other source within the facility, the Permittee must have an approved final plan for permanent closure.
- K. The Permittee shall remit an annual review and services fee in accordance with NAC 445A.232 starting July 1 after the effective date of this Permit and every year thereafter until the Permit is terminated or the facility has received final closure certification from the Division.
- L. The Permittee shall not dispose of or treat Petroleum-Contaminated Soil (PCS) on the mine site without first obtaining from the Division approval of a PCS Management Plan.
- M. When performing dust suppression activities, the Permittee shall use best management practices and appropriate selection of water source and additives to prevent degradation of waters of the State. If a dust suppressant exceeds a water quality standard and the corresponding natural background water concentration in the area where dust suppression will occur, the Permittee shall demonstrate no potential to degrade waters of the State.
- N. Continuing Investigations:
1. The Permittee shall submit to the Division for review and approval an updated groundwater flow model and pit lake study with each Permit renewal and with any application to modify the Permit that could affect the pit lake predictive model. The submittal shall also include an ecological risk assessment if the predictive pit lake model indicates the potential for exceedance of a Division Profile III reference value, unless the constituent concentration for each predicted Profile III exceedance is no greater than the concentration evaluated in a previous Division-approved ecological risk assessment for the Project. These studies and assessments shall address, at a minimum, the requirements of NAC 445A.429, and shall include all available data, alternative pit lake or backfill scenarios, and mitigations to reduce ecological risk and the potential to degrade groundwater, as applicable. Approval may require modification of the Permit and payment of modification fees..

II. General Facility Conditions and Limitations

A. General Requirements

1. The Permittee shall achieve compliance with the conditions, limitations, and requirements of the Permit upon commencement of each relevant activity. The Administrator may, upon the request of the Permittee and after public notice (if required), revise or modify a Schedule of Compliance in an issued Permit if he or she determines good and valid cause (such as an act of God, a labor strike, materials shortage, or other event over which Permittee has little or no control) exists for such revision.
2. The Permittee shall at all times maintain in good working order and operate as efficiently as possible, all devices, facilities, and systems installed or used by the Permittee to achieve compliance with the terms and conditions of this Permit.
3. Whenever the Permittee becomes aware that he or she failed to submit any relevant facts in the Permit application, or submitted incorrect information in a Permit application or in any report to the Administrator, the Permittee shall promptly submit such facts or correct information. Any inaccuracies found in this information may be grounds for revocation or modification of this Permit and appropriate enforcement action.

B. Reporting Requirements

1. The Permittee shall submit quarterly reports in both hard copy and a Division-approved electronic format, which are due to the Division on or before the 28th day of the month following the quarter and must contain the following:
 - a. Analytical results of the water collected from monitoring wells identified in Parts I.D.1, I.D.3, I.D.5, I.D.6, and I.D.7, as applicable, reported on NDEP Form 0190 or equivalent;
 - b. Water and collar elevations in feet AMSL of wells identified in Part I.D.1;
 - c. Depth to water and groundwater elevation for the pit backfill piezometer identified in Part I.D.2;
 - d. Pond volume and freeboard, as applicable, identified in Part I.D.3;
 - e. Monitoring results from the leak detection sumps identified in Part I.D.4, reported on NDEP Form 0590 or equivalent;
 - f. Analytical results of the pit lake water collected from the monitoring locations identified in Part I.D.6, reported on NDEP Form 0290 or equivalent;
 - g. Other monitoring data and photographs for the APWCCS identified in Part I.D.7;
 - h. South Pit Lake surface elevation identified in Part I.D.8;
 - i. All other monitoring data, as applicable, for locations identified in Parts I.D.1, I.D.5, and I.D.6;
 - j. A record of releases, and the remedial actions taken in accordance with the approved Emergency Response Plan on NDEP Form 0490 or equivalent;

Facilities which have not initiated mining or construction, must submit a quarterly report identifying the status of mining or construction. Subsequent to any

noncompliance or any facility expansion which provides increased capacity, the Division may require an accelerated monitoring frequency.

2. The Permittee shall submit an annual report, in both hard copy and a Division-approved electronic format, by February 28th of each year, for the preceding calendar year, which contains the following:
 - a. Graphs of leak detection flow rates, pH, TDS, sulfate, chloride, nitrate + nitrite (as N), zinc, and arsenic concentration (as applicable), versus time for all fluid sampling points, excluding pit lakes. These graphs shall display the history since initial Permit issuance if available. Additional parameters may be required by the Division if deemed necessary;
 - b. Graphs of pH, total alkalinity, TDS, sulfate, nitrate + nitrite (as N), aluminum, antimony, arsenic, cadmium, lead, magnesium, manganese, nickel, and selenium concentration (in mg/L), versus time for all pit lakes identified in Part I.D.6. These graphs shall display the history since initial Permit issuance;
 - c. Pit lake surface elevations identified in Part I.D.6 presented in graphical form since initial Permit issuance. In addition, individual pit lake elevations will be plotted together with the appropriate monitoring well static water elevations as follows:
 - i. North Pit Lake: MU-1336, MU-1337;
 - ii. Ashcraft Pit Lake: APWCCS flows, MU-1339A, MU-1351, MU-1352B, MU-1354A, MU-1355, MU-1361B, MU-1362, MU-1363, WMU-26;
 - iii. Northwest Pit Lake: MU-1337, MU-1357, WMU-12;
 - iv. West Pit: MU-1357, WMU-12;
 - v. Main Pit Lake: WMU-12, MU-1338, MU-1339A, MU-1341, MU-1351, MU-1352B, MU-1354A, MU-1355, MU-1356, MU-1357, MU-1361B, MU-1362, MU-1363;
 - vi. South Pit Lake: WMU-2A, MU-1343, MU-1358.
 - d. APWCCS weekly flows identified in Part I.D.7 presented in graphical form since initial discharge;
 - e. A summary update of the South Pit Lake management program;
 - f. A table of total monthly precipitation amounts and other weather data, as applicable, recorded in accordance with Parts I.D.9 and I.H, reported for the history since initial Permit issuance.
 - g. A synopsis of releases on NDEP Form 0390 or equivalent; and
 - h. A brief summary of closure activities, including any problems with the fluid management system;
 - i. An updated version of the facility monitoring and sampling procedures and protocols.
3. Release Reporting Requirements: The following applies to facilities with an approved Emergency Response Plan. If a site does not have an approved Emergency Response

Plan, then all releases must be reported as per NAC 445A.347 or NAC 445A.3473, as appropriate.

- a. A release of any quantity of hazardous substance, as defined at NAC 445A.3454, to surface water, or that threatens a vulnerable resource, as defined at NAC 445A.3459, must be reported to the Division as soon as practicable after knowledge of the release, and after the Permittee notifies any emergency response agencies, if required, and initiates any action required to prevent or abate any imminent danger to the environment or the health or safety of persons. An oral report shall be made by telephone to (888) 331-6337 for in-State callers or (775) 687-9485 for out-of-State callers, and a written report shall be provided within 10 days in accordance with Part II.B.4.b.
 - b. A release of a hazardous substance in a quantity equal to or greater than that which is required to be reported to the National Response Center pursuant to 40 Code of Federal Regulations (CFR) Part 302 must be reported as required by NAC 445A.3473 and Part II.B.3.a.
 - c. A release of a non-petroleum hazardous substance not subject to Parts II.B.3.a. or II.B.3.b., released to soil or other surfaces of land, and the total quantity is equal to or exceeds 500 gallons or 4,000 pounds, or that is discovered in or on groundwater in any quantity, shall be reported to the Division no later than 5:00 P.M. of the first working day after knowledge of the release. An oral report shall be made by telephone to (888) 331-6337 for in-State callers or (775) 687-9485 for out-of-State callers, and a written report shall be provided within 10 days in accordance with Part II.B.4.b. Smaller releases, with total quantity greater than 25 gallons or 200 pounds and less than 500 gallons or 4,000 pounds, released to soil or other surfaces of land, or discovered in at least 3 cubic yards of soil, shall be reported quarterly on NDEP Form 0390 or equivalent.
 - d. Petroleum Products and Coolants: If a release is subject to Parts II.B.3.a. or II.B.3.b., report as specified in Part II.B.3.a. Otherwise, if a release of any quantity is discovered on or in groundwater, or if the total quantity is equal to or greater than 100 gallons released to soil or other surfaces of land, report as specified in Part II.B.3.c. Smaller releases, with total quantity greater than 25 gallons but less than 100 gallons, released to soil or other surfaces of land, or if discovered in at least 3 cubic yards of soil, shall be reported quarterly on NDEP Form 0390 or equivalent.
4. The Permittee shall report to the Administrator any noncompliance with the Permit.
- a. Each such event shall be reported orally by telephone to (775) 687-9400, not later than 5:00 P.M. of the next regular work day from the time the Permittee has knowledge of the circumstances. This report shall include the following:
 - i. Name, address, and telephone number of the owner or operator;
 - ii. Name, address, and telephone number of the facility;
 - iii. Date, time, and type of incident, condition, or circumstance;
 - iv. If reportable hazardous substances were released, identify material and report total gallons and quantity of contaminant;

- v. Human and animal mortality or injury;
 - vi. An assessment of actual or potential hazard to human health and the environment outside the facility; and
 - vii. If applicable, the estimated quantity of material that will be disposed and the disposal location.
- b. A written summary shall be provided within 10 days of the time the Permittee makes the oral report. The written summary shall contain:
- i. A description of the incident and its cause;
 - ii. The periods of the incident (including exact dates and times);
 - iii. If reportable hazardous substances were released, the steps taken and planned to complete, as soon as reasonably practicable, an assessment of the extent and magnitude of the contamination pursuant to NAC 445A.2269;
 - iv. Whether the cause and its consequences have been corrected, and if not, the anticipated time each is expected to continue; and
 - v. The steps taken or planned to reduce, eliminate, and prevent recurrence of the event.
- c. The Permittee shall take all available and reasonable actions, including more frequent and enhanced monitoring to:
- i. Determine the effect and extent of each incident;
 - ii. Minimize any potential impact to the waters of the State arising from each incident;
 - iii. Minimize the effect of each incident upon domestic animals and all wildlife; and
 - iv. Minimize the endangerment of the public health and safety which arises from each incident.
- d. If required by the Division, the Permittee shall submit, as soon as reasonably practicable, a final written report summarizing any related actions, assessments, or evaluations not included in the report required in Part II.B.4.b., and including any other information necessary to determine and minimize the potential for degradation of waters of the State and the impact to human health and the environment. Submittal of the final report does not relieve the Permittee from any additional actions, assessments, or evaluations that may be required by the Division.

C. Administrative Requirements

1. A valid Permit must be maintained until permanent closure is complete. Therefore, unless permanent closure has been completed and termination of the Permit has been approved in writing by the Division, the Permittee shall apply for Permit renewal not later than 120 days before the Permit expires.

2. Except as required by NAC 445A.419 for a Permit transfer, the Permittee shall submit current Permit contact information described in paragraphs (a) through (c) of subsection 2 of NAC 445A.394 within 30 days after any change in previously submitted information.
3. All reports and other information requested by the Administrator shall be signed and certified as required by NAC 445A.231.
4. All reports required by this Permit, including, but not limited to, monitoring reports, corrective action reports, and as-built reports, as applicable, and all applications for Permit modifications, shall be submitted in both hard copy and a Division-approved electronic format.
5. When ordered consistent with Nevada Statutes, the Permittee shall furnish any relevant information in order to determine whether cause exists for modifying, revoking and reissuing, or permanently revoking this Permit, or to determine compliance with this Permit.
6. The Permittee shall maintain a copy of, and all modifications to, the current Permit onsite or at the office of record of the Permittee at all times.
7. The Permittee is required to retain, during closure and post-closure monitoring, all records of monitoring activities and analytical results, including all original strip chart or data logger recordings for continuous monitoring instrumentation, and all calibration and maintenance records. This period of retention must be extended during the course of any unresolved litigation.
8. The provisions of this Permit are severable. If any provision of this Permit, or the application of any provision of this Permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Permit, shall not thereby be affected.
9. The Permittee is authorized to manage fluids and solid wastes in accordance with the conditions of this Permit. Issuance of this Permit does not convey property rights of any sort or any exclusive privilege; nor does it authorize any injury to persons or property, any invasion of other private rights, or any infringement of Federal, State, or local law or regulations. Compliance with the terms of this Permit does not constitute a defense to any order issued or any action brought under the Water Pollution Control Statutes for releases or discharges from facilities or units not regulated by this Permit. NRS 445A.675 provides that any person who violates a Permit condition is subject to administrative or judicial action provided in NRS 445A.690 through 445A.705.

D. Division Authority

The Permittee shall allow ~~authorized representatives of the Division~~, at reasonable times, and upon the presentation of credentials to:

1. Enter the premises of the Permittee where a regulated activity is conducted or where records are kept per the conditions of this Permit;
2. Have access to and copy any record that must be kept per the conditions of this Permit;

3. Inspect and photograph any facilities, equipment (including monitoring and control equipment), practices, or operations regulated by this Permit; and
4. Sample or monitor for any substance or parameter at any location for the purposes of assuring Permit and regulatory compliance.

E. Sampling and Analysis Requirements

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
2. For each measurement or sample taken pursuant to the conditions of this Permit, the Permittee shall record the following information:
 - a. The exact place, date, and time of the inspection, observation, measurement, or sampling; and
 - b. The person(s) who inspected, observed, measured, or sampled.
3. Samples must be taken, preserved, and labeled according to Division approved methods.
4. Standard environmental monitoring chain of custody procedures must be followed.
5. Samples shall be analyzed by a laboratory certified or approved by the State of Nevada, as applicable for the method(s) being performed. The Permittee must identify in all required reports the certified and approved laboratories used to perform the analyses, laboratory reference numbers, and sample dates, and for the electronic version of each report only, include all associated laboratory analytical reports, including test results, test methods, chain-of-custody forms, and quality assurance/quality control documentation.
6. The accuracy of analytical results, unless otherwise specified, shall be expressed in mg/L and be reliable to at least two significant digits. The analytical methods used must have a practical quantitation limit (PQL) equal to or less than one-half the reference value for Profile I and Profile III parameters. Laboratories shall report the lowest reasonable PQL based on in-house method detection limit studies. Samples for Profile I parameters shall be filtered and analyzed for the dissolved fraction, unless otherwise required by the Division; samples for Profile III parameters shall be unfiltered and analyzed for the total recoverable fraction. Unless otherwise approved by the Division, analytical results that are less than the PQL shall be reported quantitatively by listing the PQL value preceded by the "<" symbol.

F. Permit Modification Requirements

1. Any material modification, as defined at NAC 445A.365, plan to construct a new process component, or proposed change to Permit requirements must be reported to the Division by submittal of an application for a Permit modification, or if such changes are in conformance with the existing Permit, by submittal of a written notice of the changes. The Permit modification application must comply with NAC 445A.391 through 445A.399, 445A.410, 445A.412, 445A.414, 445A.4155, 445A.416, 445A.417, 445A.440, and 445A.442, as applicable. The construction or modification shall not

commence, nor shall a change to the Permit be effective, until written Division approval is obtained.

2. Prior to the commencement of mining activities at any site within the State which is owned or operated by the Permittee but not identified and characterized in a previously submitted application or report, the Permittee shall submit to the Division a report which identifies the locations of the proposed mine areas and waste disposal sites, and characterizes the potential of mined materials and areas to release pollutants. Prior to development of these areas the Division shall determine if any of these new sources will be classified as process components and require engineered containment as well as Permit modification.
3. The Permittee shall notify the Division in writing at least 30 days before the introduction of process solution into a new process component or into an existing process component that has been materially modified, or of the intent to commence active operation of that process component. Before introducing process solution or commencing active operation, the Permittee shall obtain written authorization from the Division.
4. The Permittee must obtain a written determination from the Administrator of any planned process component construction or material modification, or any proposed change to Permit requirements, as to whether it is considered a Permit modification, and if so, what type.
5. The Permittee must give advance notice to the Administrator of any planned changes or activities which are not material modifications in the Permitted facility that may result in noncompliance with Permit requirements.

Prepared by: L.A. Kreskey
Date: 25 January 2019
Revision 00: 2019 Renewal; Permit effective 28 March 2019

FACT SHEET

(Pursuant to Nevada Administrative Code (NAC) 445A.401)

Permittee Name: **Newmont USA Limited**
Project Name: **Mule Canyon Mine**
Permit Number: **NEV0094110**
Review Type/Year/Revision: **Renewal 2019, Fact Sheet Revision 00**

A. Location and General Description

Location: The Mule Canyon Mine is located in Lander County, approximately 14 miles southeast of the town of Battle Mountain. The Project is located in the historic Argenta Mining District in the Shoshone Mountain Range between the Reese River Valley to the west, Whirlwind Valley to the east, the Humboldt River to the north and the Shoshone Mountains to the south. The facility is located within Sections 1-5, 8-17, Township 31 North (T31N), Range 47 East (R47E), and Sections 32 - 34, T32N, R47E, Mount Diablo Baseline and Meridian.

The Project has a permitted area of 2,746 acres, of which 1,147 are public lands (Bureau of Land Management, BLM Mount Lewis Field Office, administered), 1,168 are private controlled by Newmont USA Limited dba Newmont Mining Corporation (Permittee) and the remaining 431 acres are "split estate" (public surface rights and private mineral rights). Existing disturbance is approximately 1,120 acres of which 507 acres are public, 404 acres are private and 209 are split estate. The open pits and waste rock storage facilities (WRSFs) are located primarily on public and split estate lands with the exception of 20 acres of WRSFs on private land. The ancillary facilities are located primarily on private land. The facility is accessed by taking Airport Road east at Highway 304 and driving approximately 6.6 miles to the turn-off at Beacon Light Road; drive to a sharp right turn for about 1.5 miles after Airport Road; drive to a wye after about 1.8 miles, staying to the left; stay to the left at a second wye. Beacon Light Road ends at the facility.

General Description: The Mule Canyon Mine was initially designed and permitted to process ore by both milling and cyanide heap leaching. However, the proposed processing facilities were never constructed and are no longer authorized under a Closure Permit. The site currently consists of six small open pits, five of which now contain persistent pit lakes, five WRSFs, one shop building, three lined ponds, and associated haul and access roads. The site is in permanent closure.

B. Synopsis

During the 1970s, the discovery of several low-grade gold deposits in the Battle Mountain Range fueled a renewed exploration interest in the Mule Canyon area. In 1986, Gold Fields Mining Corporation discovered an economic gold deposit in Mule Canyon. In 1989, Gold Fields Mining Corporation was purchased by Hanson PLC, a building materials company, which in June 1993 transferred the ownership of the Mule Canyon property to Santa Fe Pacific Gold Corporation (Santa Fe). In July of 1995, Santa Fe began development of the Project. The Mule Canyon Mine was initially designed and permitted to process approximately 7 to 10 million tons of gold-bearing ore by processing 4.1 million tons of low-grade oxide ore by cyanide heap leaching.

In November 1995, the on-site milling option was abandoned in favor of processing the high-grade refractory ores at other existing facilities. In May 1997, the Permittee acquired Santa Fe, including the Mule Canyon Mine. The Permittee continued mining at Mule Canyon through December 2005. During this final phase of mining, site closure and reclamation was initiated and is continuing to date.

Water Pollution Control Permit (WPCP) NEV0094110 (Permit) was issued by the Nevada Division of Environmental Protection (Division) and first became effective on 9 October 1995. The Permittee submitted renewal applications in 2000, 2004, and 2013.

Geology: The Mule Canyon gold deposit is characterized by complex folded, faulted, and interleaved thrust blocks in the upper plate of the Roberts Mountain Thrust. The geology of the site generally comprises sub-horizontal, strongly layered dacites and tuffs. Mineralization is structurally controlled and is hosted in argillized and silicified Tertiary volcanic and volcanoclastic rock. The general dip of the volcanic rocks is about 10 to 15 degrees to the southeast. The mineralization has been controlled by the prominent north to northwest structural orientation, evident in aerial photos. The layered nature of the rock is important as a control in the overall groundwater system.

The ores at Mule Canyon have been oxidized to depths of 15 to 75 feet and no significant zones of secondary enrichment have been recognized at this locality. This oxide material has, in general, a low net neutralizing potential. The underlying unoxidized ores (sulfides) account for approximately 85 percent of the total ore reserve. The bulk of the contained gold appears to be tied up within the crystal lattice of arsenopyrite and other complex sulfides. These sulfides are refractory in nature and require additional treatment (autoclave or flotation) to achieve satisfactory gold recoveries.

Pits (6)

Mining was performed using conventional open pit mining methods. Between 1995 and 2002, six open pit areas were identified for potential development, and by the suspension of mining activity in 2002, five pits (South, Main, Northwest, West, and North) had been developed. Active mining commenced once again in December 2004 with additional mining of the North Pit and the development of the Ashcraft Pit.

The six pits are generally oriented on a north to south axis and are ordered as follows: North Pit, Ashcraft Pit (approximately 1,000 feet southeast of the North Pit), Northwest Pit (approximately 1,000 feet southwest of the Ashcraft Pit), West Pit (approximately 1,000 feet south of the Northwest Pit), Main Pit (approximately 1,000 feet east of the West Pit), and finally the South Pit which is approximately 1,500 feet south of both the West and Main Pits. The distance between the North and South Pits is approximately 1 mile.

Pit Lake Water Balance: Water balance models were submitted for each pit in the *Mule Canyon Final Permanent Closure Plan* (Schlumberger Water Services, 2010). The models concluded that for each pit, there would be a slow recovery of water levels following the completion of mining. As of the 2017 Permit renewal, five pits had exhibited persistent pit lakes. Three of these pit lakes, North, Northwest, and Main, are predicted to stabilize below their current rims. The South Pit Lake and the Ashcraft Pit Lake will stabilize above their current rims. Table 1 includes pit parameters.

Table 1 – Parameters of the Mule Canyon Pits

CRITERIA	Ashcroft Pit	Main Pit	North Pit	Northwest Pit	South Pit	West Pit
Mining Completion Date	2005	1999	2005	2002	1999	1998
Pit Footprint (acres)	9	19	20	23	32	17
Pit De-Watering Required	Yes	Yes	Yes	Yes	Yes	No
Floor Elevation Prior to backfill (feet AMSL) ^(a)	6,360	6,090	6,465	6,285	5,955	6,315
Floor Elevation Following Pit Backfill ^(b) (feet AMSL)	No Backfill	6,305	6,560	6,400	No Backfill	6,375
Floor Depth Below Rim (feet bgs) ^(c)	200	50	40	150	275	5
Estimated Pre-Mining Groundwater Elevation (feet AMSL)	6,560	6,360	6,600	6,550	6,230	6,380
Pit Geometry- Lowest Rim Elevation (feet AMSL)	Side-cut 6,494	Fairly symmetric 6,352	Side-cut 6,612	Symmetric 6,487	Side-cut 6,051	Fairly symmetric 6,517
Predicted Pit Lake Final Elevation (feet AMSL)	6,490	6,312	6,580	6,415	>6,051	6,375
Pit Lake Elevation as of 12/2016 (feet AMSL)	6,495 ^(d)	6,305	6,566	6,433	6,036	Dry
Actual or Potential Pit Lake Outflow	Yes	No	No	No	Yes	No

(a) AMSL= above mean sea level

(b) Only oxide material was used as pit backfill.

(c) bgs = below ground surface

(d) The Ashcroft spillway is at this elevation.

Pit Lake Water Quality: Geochemistry models were also developed for each pit lake. The pits, with the exception of the South Pit, are developed in predominantly oxide bedrock. Most of the sulfide zones occur in the lower benches below predicted final water levels, although some residual zones occur in the upper walls of the South, Northwest, and North Pits. Table 2 displays recent pit lake chemistry. Most of the pit lakes are believed to be part of a flow-through groundwater system, especially the Ashcroft, Main, and South Pit lakes.

Table 2 – Pit Lake Chemistry, Third Quarter 2018

Constituents of Concern	División Profile I/III Reference Values (mg/L) ^(a)	Ashcroft Pit (mg/L) ^(b)	Main Pit (mg/L) ^(b)	North Pit (mg/L) ^(b)	Northwest Pit (mg/L) ^(b)	South Pit (mg/L) ^(b)	West Pit (mg/L) ^(b)
Alkalinity (total)	...	69.3	80.5	36.9	48.5	<1.0	22.2
Arsenic	0.01/ 0.20	0.103	<0.025	0.041	0.029	<0.025	0.006
Cadmium	0.005/ 0.05	<0.002	<0.002	<0.002	0.0021	<0.002	<0.002
Manganese	0.10/ 377	<0.008	0.066	0.017	0.057	11.7	0.027
Mercury	0.002/ 0.01	<0.0002	<0.0002	<0.0002	<0.0002	<0.0002	<0.0002

Constituents of Concern	Division Profile I/III Reference Values (mg/L) ^(a)	Ashcraft Pit (mg/L) ^(b)	Main Pit (mg/L) ^(b)	North Pit (mg/L) ^(b)	Northwest Pit (mg/L) ^(b)	South Pit (mg/L) ^(b)	West Pit (mg/L) ^(b)
Nitrogen, Total (as N)	10/ 100	<0.55	0.64	<0.55	<0.55	<0.05	1.04
pH SU ^(c)	6.5 – 8.5	8.2	7.9	8.4	7.6	4.0	8.9
Selenium	0.05	<0.04	<0.04	<0.04	<0.04	<0.04	0.003
Sulfate	500 /...	115	1,230	228	1,840	4,520	962
Total Dissolved Solids (TDS)	1,000/ 7,000	260	1,820	382	2,650	7,040	1,480

(a) mg/L = milligrams per liter

(b) Unfiltered total recoverable fraction, excepting pH.

(c) SU = Standard Units

North Pit: The Schlumberger water chemistry model used the industry-standard code PHREEQ-C to simulate mixing and reactions. The model predicted that the average sulfate values will increase to just over 1,000 mg/L in 25 years post-mining and 3,700 mg/L after 100 years. As of the 2017 Permit renewal, the sulfate was 285 mg/L (12 years post-mining). The model further predicts that arsenic will remain relatively stable at approximately 0.05 mg/L; magnesium and selenium will remain fairly stable. The model indicates that North Pit is part of a groundwater flow through system but acts as a weak sink during the summer months.

Ashcraft Pit: The Ashcraft Pit Lake drains into the Ashcraft Pit Water Collection and Conveyance System (APWCCS). This drain was constructed in 2007 to address the potential for this pit lake to overtop the existing rim. The system collects overflow water from the Ashcraft Pit through a spillway that transitions into a prefabricated flume for flow rate measurement and then continues downgradient along an existing ditch into an unnamed ephemeral drainage that flows into Mule Canyon and, eventually, Whirlwind Valley. The outflow water infiltrates and evaporates rapidly once exiting the pit. Weekly inspections during pit lake outflow are required. See the Permit Part I.D. Monitoring Requirements for APWCCS sampling obligations. According to the 2010 closure plan, any effects of the discharge from the APWCCS have not been observed in the downgradient monitoring well MU-1365; however, this well has been dry for an extended period and no recent data are available. Hence, the 2017 Permit renewal included a Schedule of Compliance (SOC) item requiring the installation of a monitoring well downgradient of the Ashcraft Pit discharge. This well, WMU-26, was installed in June 2018 and produced good water returns during the pump test. It was added to the Permit via an engineering design change on 23 July 2018. This well will monitor any groundwater impacts from the Ashcraft Pit discharge.

The Ashcraft Pit contains less exposed sulfide wall rocks than all other pits with the exception of the West Pit. Predictions made by the 2010 Schlumberger model include a gradual increase in TDS, with calcium, magnesium, sodium, chloride, and sulfate. Trace metals will slowly increase, including arsenic and manganese. The variations in future pit lake chemistry will be dependent on flow pathways along pit walls and the outflow at the APWCCS. Arsenic has exceeded Profile I reference values but not Profile III. Arsenic is

elevated in wells in the area (figures are results averaged over four quarters of 2016): WMU-12 (0.018 mg/L), MU-1336 (0.008 mg/L), MU-1338 (0.03 mg/L), MU-1356 (0.0115 mg/L), MU-1358 (0.009 mg/L), and MU-1351 (0.013 mg/L).

The Permitted discharge of excess Ashcraft Pit Lake water continues to be conditional. Pit lake water meeting Division Profile I reference values may be discharged without restriction. However, should future pit lake water quality fail to meet Profile I reference values, then either: 1) The pit water discharge shall cease; 2) The operator shall treat the pit water to Profile I reference values prior to discharge; or 3) The operator shall provide evidence that groundwater in the areas of the discharge will not be degraded as stipulated under NAC 445A.424. The Schlumberger model indicates that the values for manganese (1.5 mg/L), sulfate (781 mg/L), arsenic (0.12 mg/L), and antimony (0.01 mg/L) will all exceed Profile I reference values by year 100 post-mining.

The Pit Dewatering Pond monitoring wells are downgradient of the Ashcraft Pit. Several of these wells may be of use with respect to NAC 445A.424 requirements.

Northwest Pit: Between 2005 and 2006, the Northwest Pit was partially backfilled with non-reactive rock to approximately 6,410 foot elevation. A portion of the pit on the eastern side was backfilled to 6,445 feet AMSL. The pit intersects a number of interflow zones causing seeps, some of which appear year round. The seeps are too inaccessible to monitor. However, a flow rate of 1 gallon per minute was used in the PHREEQ-C model based on field observations.

The closest downgradient monitoring well is MU-1357. The water level in the well fluctuates around 6,360 feet AMSL. According to the Schlumberger closure plan, the presence of north-south trending structures in the Northwest Pit area suggests that this well is not in hydraulic communication with the pit. Three possible closure alternates were proposed in the closure plan: 1) Complete backfilling to above the predicted final lake elevation; 2) Increase the partial pit backfill to bring the pit floor up to close to the predicted long-term stabilized water elevation (6,437 – 6,439 feet AMSL); and 3) Do no additional backfill beyond the current condition. Per the closure plan, the preferred course is alternative 3 as the pit lake chemistry does not exceed Profile III reference values.

Predictions made in the closure plan include the formation of aluminum hydroxide, magnesium sulfate, gypsum, and other evaporates. At 100 years post-mining, the 2010 model predicts an increase of magnesium (1,005 mg/L), manganese (2.70 mg/L), and sulfate (7,064 mg/L).

West Pit: This pit was backfilled in 1999 following completion of mining in 1998. Seasonal meteoric water ponding has occurred. Pond sampling results indicate a neutral pH with slightly elevated TDS, sulfate, and manganese concentrations. The vast majority of exposed West Pit host material is oxide; all backfill is also oxide. Under these circumstances, past empirical experience would indicate that high concentrations of metals in solution, into the long-term, should not be a concern. As such, predictive water quality modeling was not conducted. Other than elevated pH, West Pit water quality meets Division Profile III reference values (see Table 2).

Main Pit: Mining in this pit occurred from 1996 to 1999. Pit de-watering was done via sumps in the pit floor. The pit was backfilled with approximately 215 feet of oxide material

to 6,304 feet AMSL. A piezometer, MU-1341, was installed to monitor pit water elevation. The water rose to just above the backfill surface between 6,307 and 6,311 feet AMSL, resulting in a persistent pit lake.

Pit lake modeling by Schlumberger predicts that the pit lake will remain above the backfill at no less than 6,306 feet AMSL. Two closure scenarios have been proposed: complete backfill and partial backfill. The complete backfill would involve placing non-reactive material to an elevation well above the highest estimated pit lake level. It is anticipated that outflow would occur at around 7 to 8 gpm. Partial backfill with oxide material is the current scenario with sulfide exposures in the pit wall under water to minimize oxidation (Schlumberger, 2010). It is estimated, based on modeling predictions, that the Main Pit Lake has reached its maximum elevation and is stabilizing; however, seasonal fluctuations in chemistry have been observed. Seasonal variability in water level is predicted to be between 6,306 and 6,309 feet AMSL on average. Long term chemistry predictions show an increase in sodium, calcium, magnesium, manganese, sulfate, and chloride, but no constituents are forecast to be above Division Profile III reference values.

In April 2016, the Permittee submitted an Action Plan for investigating a sulfate plume located near the Main Pit and the Pit Dewatering Pond. The proposal included using bromide tracers applied to the Main Pit Lake; nearby monitoring wells, particularly new wells WMU-24 and WMU-25, will be analyzed for tracer presence to determine hydrologic pathways. Application of the bromide tracer was completed in 2018; the resulting report confirmed the probability that Main Pit was part of a flow-through system and was most likely contributing sulfate to the groundwater. The 2019 Permit renewal includes an SOC item requiring the submittal of a corrective action plan by the end of April 2019.

South Pit: The South Pit was mined from 1997 to 1999 to a final pit floor elevation of 5,955 feet AMSL. The pit was dewatered via sumps in the floor. Water began filling the pit in August 2000 when the pumps were turned off. A maximum water elevation of 6,049 was reached in May 2005. A minor amount of lime and soda ash was added to the lake in August 2004 and late 2005 with limited results in pH stabilization, presumably due to low mixing. The pit was never backfilled. According to the closure plan, backfill was considered impractical due to the loss of evaporative removal of material from the water balance. The pit would continue filling and outflow would require water management downstream of the pit. A reverse osmosis system was used in 2005 and 2006 to treat the outflow but has since been discontinued. The current management plan consists of the use of evaporators to keep the pit lake level low and prevent the outflow of poor quality water.

South Pit Lake Management Program: This program has the following long-term goals: 1) reduce meteoric and groundwater inflows to prevent pit lake outflow; 2) improve pit lake water quality. As part of the first goal (reducing inflows), the Permittee has constructed upgradient stormwater diversion structures. With respect to the second goal (improving pit lake water quality), the Permittee has taken steps to reduce pit lake inventory.

In order to reduce pit lake inventory, the Permittee has conducted an evaporation regimen. In 2007 and early 2008, the in-situ snowmaker system was modified (larger piping and pump) and relocated to upper pit benches with the intent of increasing evaporation efficiency. The Division included an SOC item in the 2017 Permit renewal to either

eliminate or neutralize the pit lake. The work will take several years and an updated Final Plan for Permanent Closure (FPPC) for the South Pit will most likely be necessary. On 13 September 2018, the Permittee submitted a request to extend the deadline for the South Pit FPPC to the end of March 2019. The request was approved on 21 September 2018. The SOC item was included with the 2019 Permit renewal.

Groundwater Monitoring Wells (20)

There are currently 12 groundwater monitoring wells adjacent to the six pits and one pit backfill piezometer (MU-1341). The piezometer is completely submerged in the Main Pit Lake and is not accessible; it will remain in the Permit should the pit lake recede and sampling becomes possible. Table 3 depicts monitoring wells associated with the pit lakes.

Table 3A: Pit Lake Monitoring Well Chemistry, Third Quarter 2018

Constituents of Concern	Division Profile I Reference Values (mg/L)	WMU-2A (mg/L)	WMU-12 (mg/L)	MU-1336 (mg/L)	MU-1337 (mg/L)	MU-1338 (mg/L)
Depth to water (ft. bgs) ^(a)	-	48.8	153.4	416.4	124.4	99.7
Alkalinity (total)	-	140	13.2	141	144	137
Arsenic	0.01	<0.003	0.008	0.008	0.005	0.029
Cadmium	0.005	<0.002	<0.002	<0.002	<0.002	<0.002
Manganese	0.10	<0.008	0.158	<0.008	0.073	0.043
Mercury	0.002	<0.0002	<0.0002	<0.0002	<0.0002	<0.0002
Nitrogen, Total (as N)	10	6.9	<0.55	<0.05	<0.55	<0.55
pH (SU)	6.5 – 8.5	7.7	7.4	7.9	7.9	8.0
Selenium	0.05	0.005	<0.003	<0.003	<0.003	<0.003
Sulfate	500	632	827	36.2	299	154
TDS	1,000	1,130	1,150	255	639	409

(a) Ft. bgs = feet below ground surface

Table 3B: Monitoring Well Chemistry, Third Quarter 2018

Constituents of Concern	Division Profile I Reference Values (mg/L)	MU-1343 (mg/L)	MU-1356 (mg/L)	MU-1357 (mg/L)	MU-1358 (mg/L)
Depth to water (ft. bgs)	-	222.3	61.3	260.6	27.7
Alkalinity (total)	-	200	131	78.6	109
Arsenic	0.01	0.006	0.016	0.007	0.004
Cadmium	0.005	<0.002	<0.002	<0.002	<0.002
Manganese	0.1	0.01	<0.008	<0.008	0.81
Mercury	0.002	<0.0002	<0.0002	<0.0002	<0.0002
Nitrogen, Total (as N)	10	<0.55	0.57	<0.55	<0.55
pH (SU)	6.5 – 8.5	8.2	7.7	8.1	7.0
Selenium	0.05	<0.003	0.017	<0.003	<0.003
Sulfate	500	88.5	126	48.1	540
TDS	1,000	438	477	206	944

Two additional pit lake area groundwater monitoring wells, MU-1364 and MU-1365 have been dry and no recent data are available.

The monitoring wells are associated with the pits as follows (some are shared between several pits):

- North Pit Lake: MU-1336, MU-1337;
- Ashcraft Pit Lake: MU-1339A, MU-1351, MU-1352B, MU-1354A, MU-1355, MU-1361B, MU-1362, MU-1363, MU-1364 (dry), MU-1365 (normally dry), and WMU-26;
- Northwest Pit Lake: MU-1337, MU-1357, WMU-12;
- West Pit: MU-1357, WMU-12;
- Main Pit Lake: WMU-12, MU-1338, MU-1339A, MU-1341, MU-1351, MU-1352B, MU-1354A, MU-1355, MU-1356, MU-1357, MU-1361B, MU-1362, MU-1363, WMU-24, and WMU-25;
- South Pit Lake: WMU-2A, MU-1343, MU-1358.

Some of these wells overlap the Pit Dewatering Pond (PDP) monitoring area and are associated with both the pit lakes and the PDP.

In addition to the 12 wells associated with the pits, there are eight monitoring wells adjacent to the Pit Dewatering Pond: MU-1339A, MU-1351, MU-1352B, MU-1354A, MU-1355, MU-1361B, MU-1362, and MU-1363. The chemistry in these wells show exceedances in Division Profile I reference values for MU-1352B in sulfate (654 mg/L) and TDS (1,230 mg/L); MU-1354A also in sulfate (601 mg/L) and TDS (1,130 mg/L); MU-1355 in TDS (1,210 mg/L) and MU-1361B also in TDS (1,190 mg/L) per the Third Quarter 2018 monitoring report. As noted in the discussion of the Main Pit, an investigation is being undertaken by the Permittee to determine options for remediation of the groundwater contamination plume.

In September and November 2014, nine additional wells were constructed to further delineate groundwater impacts around the pits. A number of these wells showed neat cement incursion into the screening levels and have been providing suspect data; they have not been included for Permit-required monitoring. See Figure 1 for site-wide map.



Figure 1: Locations of facilities and monitoring wells.

Waste Rock Storage Facilities (6)

Mining at Mule Canyon generated approximately 39,700,000 tons of waste rock overburden. Approximately 30.7 million tons of overburden was deposited into six WRSFs: MD-1, Upper MD-1, MD-2, NWD, SD-4, and WD-1. The remaining 9 million tons of oxide overburden was used for pit backfill and road construction.

All WRSFs contain sulfide waste rock, much of which was classified as potentially acid-generating (PAG) material. All PAG material is isolated within the WRSF. The PAG waste rock closure and reclamation work consisted of encapsulating the material within a minimum of 5-feet of non-reactive (inert or acid neutralizing) cover followed by 1-foot of growth medium. All WRSFs are monitored quarterly for physical stability and the presence of seepage. Table 4 below provides individual WRSF parameters.

Table 4: Mule Canyon Waste Rock Storage Facilities

WRSF	Surface Area (acres)	Maximum Elevation (feet AMSL)	Approximate Volume of Material (tons)	Approx. Volume % of PAG Material (ANP/AGP <1.2)
MD-1	22	6,360	3,400,000	78%
MD-1 (Upper)	7	6,400	440,000	>50%
MD-2	60	6,275	1,400,000	64%
NWD	72	6,640	12,000,000	38%
SD-4	60	6,250	6,700,000	91%
WD-1	55	6,550	6,800,000	38%

Upper MD-1 WRSF: In early 2005, a low pH seep was detected at the toe of the Upper MD-1 WRSF. The stormwater diversion channels were improved and in December 2006, the Permittee installed a gravity-fed, Seepage Collection Pond just below the toe of the WRSF. The MD-1 pond is double-lined with an 80-mil high-density polyethylene (HDPE) primary liner, a 60-mil secondary liner and an HDPE geonet leak detection layer in between the liners. The pond holds approximately 88,000 gallons with 2-feet of freeboard.

Total solution collected in 2006 was 216,500 gallons over four months, averaging 1.3 gpm. This was from the toe of the WRSF and from surface water that infiltrated into diversion channels along the eastern edge. In 2007 the total seepage collected was 126,000 gallons over three months averaging approximately 1.0 gpm.

In 2016 and 2017, a synthetic liner was installed over the PAG-containing area of the Upper MD-1 WRSF. Past reclamation efforts to eliminate the seepage were not successful so the liner installation was a final alternative. For the cover, 80-mil low-linear density polyethylene ("Super Gripnet"™) was overlain with 12 ounce geotextile. The cap includes 2 feet of fill material above the geotextile and 18 inches of growth media. Per the Third Quarter 2018 monitoring report, the MD-1 Pond is dry.

Ancillary Facilities

- Maintenance Shop Sediment Pond
- Main Pit Dewatering Pond
- Support Facilities: maintenance shop, fuel station, warehouse, fuel tanks, lay down areas, weather stations, and former ore stockpile areas.

Maintenance Shop Sediment Pond: The Maintenance Shop Sediment Pond (Shop Pond) is located northwest of the Maintenance Shop and downgradient of the former sulfide ore stockpiles. The 1.8 million gallon capacity pond was initially designed to collect sediment and run-off from the sulfide ore stockpiles (since removed), the Maintenance Shop, the proposed Mill Facility area, wash bay water, and treated sewage.

In 2006, the Shop Pond was upgraded to a double lined facility. A 60-mil HDPE liner was installed over the existing liner, followed by a layer of HDPE geonet with 80-mil HDPE as the primary liner. There is no evidence that the Shop Pond has ever leaked in either configuration. It is possible that this pond may be of use in future closure activities and so will remain available at least into the short term. The Shop Pond leak detection will continue to be monitored quarterly.

Main Pit Dewatering Pond: The PDP was initially constructed in 1996 as a single-lined pond for the purpose of storing up to 5.4 million gallons of water from the Main Pit dewatering operation. In late 2004, elevated constituents (TDS, sulfate, and nitrate) in monitoring well MU-1351, downgradient of both the Main Pit and the Pit Dewatering Pond, were reported and an investigation commenced.

Nine additional monitoring wells (MU-1339A, MU-1352B, MU-1353A, MU-1353B, MU-1354A, MU-1355, MU-1361B, MU-1362, and MU-1363) were completed in 2005. Monitoring data confirmed that the PDP was leaking. A corrective action plan was developed and implemented. As part of this plan, the pond was emptied. A Risk Assessment was performed by JBR Environmental Consultants, Inc. in 2006. The conclusions of the Risk Assessment indicate that elevated levels of the constituents of concern would not leave Newmont property, there would be no permanent impacts to local groundwater conditions, and there was no presumed risk to the public health or to the ecology.

The PDP was subsequently upgraded to a double lined pond. In 2006, a new 60-mil HDPE secondary liner was installed over the existing liner, followed by a layer of HDPE geonet and finally by an 80-mil HDPE primary liner. The pond was also retrofitted with a leak detection system. Since the retrofit completion, this pond has only impounded limited meteoric water, with Profile I analyses showing all constituents within reference values except arsenic (0.016 mg/L in 2016). On 20 June 2018, the Permittee submitted an FPPC for the PDP. The FPPC detailed that the pond would be closed via dewatering, sampling of the remaining pond sludge, folding the liner over the dried sludge, and burying the pond in place. The plan was approved by the Division on 5 October 2018, following several revisions. As of the 2019 Permit renewal, the closure work was still pending, although an SOC item required an action plan by the end of April 2019.

Support Facilities: A maintenance shop, fuel station, warehouse, fuel tanks, lay down and borrow areas will remain at least through the short term. The oxide ore stockpile was closed and reclaimed in 2006 and the sulfide ore stockpile area in 2007. In 2005 and 2006, Newmont installed two onsite weather stations. One is located near the South Pit and the other on the NWD WRSF. As of the 2017 Permit renewal, data collected included pan temperature, pan evaporation, solar irradiance, wind speed, wind direction, ambient temperature, relative humidity, precipitation and barometric pressure. The 2019 Permit renewal required ambient temperature (minimum/maximum), relative humidity (percent),

wind speed (miles per hour), wind direction (azimuth degree), total precipitation (inches), solar irradiance (watts per square meter), and snow water equivalent. These two stations will remain operational.

C. Receiving Water Characteristics

The Mule Canyon Mine is located on relatively steep southeast sloping topography near the northern end of the Shoshone Mountain Range. Elevations range from approximately 5,500 to 7,000 feet AMSL. Annual precipitation in the area of the pits is approximately 12 inches per year. The estimated pan evaporation rate is approximately 65 inches per year (*Mule Canyon Pit Lake Water Balance Report*, HDR, April 2017).

There are no perennial streams located within the Mule Canyon Mine boundary or in the surrounding areas. Ephemeral drainages occur that convey meteoric runoff from areas east of Whirlwind Valley. Intermittent flows also occur in some of the drainages immediately downstream of discharging springs. In 2011, the U.S. Army Corps of Engineers issued a Jurisdictional Determination, dated 16 November 2011, to the Permittee. The letter stated that the ephemeral drainages around the Mule Canyon Mine were not considered Waters of the U.S. This determination was renewed in August 2018; there are no U.S. jurisdictional waters within the Project area. Additionally, no drainages around the Mule Canyon Mine have surface water quality standards per Nevada Administrative Code.

Groundwater in the vicinity of the Mule Canyon Mine generally flows in a southeastern direction from the crest of the Shoshone Mountain Range through bedrock aquifers to lower elevations in Whirlwind Valley. Virtually all groundwater movement at Mule Canyon is fracture controlled, and occurs in joints and fracture zones associated with the principal geologic structures within the volcanic layers. Prominent north-trending cross structures cause the groundwater system to be strongly compartmentalized and stair-stepped to the southeast. Recharge to the groundwater system is low due to the steep topography, miniscule porosity, and strongly layered nature of the volcanic rocks. Due to the lack of sufficient onsite groundwater, the facility's production well is located 4 miles to the east in Whirlwind Valley. See section on groundwater monitoring wells for local aquifer chemistry.

D. Procedures for Public Comment

The Notice of the Division's intent to issue a Permit authorizing the facility to close, subject to the conditions within the Permit, is being sent to the Battle Mountain Bugle for publication. The Notice is being mailed to interested persons on the Bureau of Mining Regulation and Reclamation mailing list. Anyone wishing to comment on the proposed Permit can do so in writing within a period of 30 days following the date of public notice. The comment period can be extended at the discretion of the Administrator. All written comments received during the comment period will be retained and considered in the final determination.

A public hearing on the proposed determination can be requested by the applicant, any affected State, any affected intrastate agency, the regional administrator of EPA Region IX, or any interested agency, person or group of persons. The request must be filed within the comment period and must indicate the interest of the person filing the request and the reasons why a hearing is warranted.

Any public hearing determined by the Administrator to be held must be conducted in the geographical area of the proposed discharge or any other area the Administrator determines to be appropriate. All public hearings must be conducted in accordance with NAC 445A.403 through NAC 445A.406.

E. Proposed Determination

The Division has made the tentative determination to issue the renewed Permit.

F. Pathway to Final Closure and Permit Termination

In accordance with NAC 445A.409 and 445A.446, for final closure and Permit termination the Permittee must demonstrate to the Division that: 1) all sources at the facility have been stabilized, removed, or mitigated; 2) any applicable requirements in NAC 445A.429, 445A.430, and 445A.431 have been achieved; and 3) sufficient post-closure monitoring has occurred to verify the adequacy of these actions to ensure the long-term protection of waters of the State, human health, and wildlife under the physical, chemical, and climatic conditions reasonably expected to occur at the site. If the facility includes a long-term trust and/or requires perpetual treatment or maintenance, post-closure monitoring may never be reached and the Division may not be able to terminate the Permit.

The pathway to final closure and Permit termination at this facility includes the following specific actions:

- Submit the Final Closure Report for the Pit Dewatering Pond;
- Submit the FPPC for the South Pit Lake and implement the approved plan;
- Confirm stabilization of the chemistry of the South Pit Lake;
- Submit the remedial action plan for the groundwater plume that exists in the vicinity of the Pit Dewatering Pond and implement the approved plan;
- Submit all required studies and complete approved remedial work on pit lakes and associated groundwater;
- Perform post-closure monitoring on all components to ensure successful stabilization;
- Discuss with the Division whether the facility is ready for final closure and Permit termination. If so, submit for review and approval a request for final closure and Permit termination including a demonstration of compliance with all applicable closure requirements (e.g., NAC 445A.379, 445A.409, 445A.424, 445A.429, 445A.430, 445A.431, 445A.446, 445A.447).

The Division may require additional actions if warranted in accordance with applicable statutes, regulations, orders, or Permit conditions.

G. Rationale for Permit Requirements

Long-term pit lake water quality will not be fully understood until groundwater and pit lake levels have stabilized. All pit lakes will continue to be monitored quarterly. Individual pit lake water balance and predictive water quality models will be updated as required. The South Pit Lake management activities, including evaporation, treatment and/or backfill, are subject to modification; the 2019 Permit renewal requires that this pit lake's chemistry be

stabilized. In addition, the groundwater plume associated with the Main Pit and/or the Pit Dewatering Pond is required to be remediated; see the discussion regarding the Main Pit above.

No further closure actions, other than routine monitoring, were proposed for the North Pit Lake in the 2010 closure plan. The permitted discharge of excess Ashcraft Pit Lake water is conditional and is dependent upon the effluent water quality posing no threat to waters of the State; an SOC item was included in the 2017 Permit renewal for the purpose of confirmation. With respect to the Northwest and Main Pits, the long-term closure plan goal envisions that backfill, placed at stabilized pit lake elevations, would be seeded to enhance evapotranspiration while minimizing the potential for a persistent pit lake. At this time, this overall approach will continue to be the long-term management plan, although subject to modification dependent on the stabilized pit lake elevations and water quality.

H. Federal Migratory Bird Treaty Act

Under the Federal Migratory Bird Treaty Act, 16 U.S.C. 701-718, it is unlawful to kill migratory birds without license or Permit, and no permits are issued to take migratory birds using toxic ponds. The Federal list of migratory birds (50CFR10, April 15, 1985) includes nearly every bird species found in the State of Nevada. The U.S. Fish and Wildlife Service are authorized to enforce the prevention of migratory bird mortalities at ponds and tailings impoundments. Compliance with state permits may not be adequate to ensure protection of migratory birds for compliance with provisions of Federal statutes to protect wildlife.

Open waters attract migratory waterfowl and other avian species. High mortality rates of birds have resulted from contact with toxic ponds at operations utilizing toxic substances. The Service is aware of two approaches that are available to prevent migratory bird mortality: 1) physical isolation of toxic water bodies through barriers (covering with netting), and 2) chemical detoxification. Methods, which attempt to make uncovered ponds unattractive to wildlife, are not always effective. Contact the U.S. Fish and Wildlife Service at 1340 Financial Boulevard, Suite 234, Reno, Nevada 89502-7147, (775) 861-6300, for additional information.

Prepared by: L.A. Kreskey
Date: 25 January 2019
Revision 00: 2019 Renewal; Permit effective 28 March 2019



NEVADA DIVISION OF
**ENVIRONMENTAL
PROTECTION**

STATE OF NEVADA
Department of Conservation & Natural Resources
Brian Sandoval, Governor
Bradley Crowell, Director
Greg Lovato, Administrator

Notice of Proposed Action

By the

State of Nevada

The Administrator of the Division of Environmental Protection (the Division) gives notice that an application for renewal of a Water Pollution Control Permit for the Fire Creek Infiltration Project, a dewatering management facility, has been properly filed with the Division of Environmental Protection in Carson City. The Applicant for renewal of Water Pollution Control Permit NEV2013102 (Permit) is:

Klondex Gold & Silver Mining Company
6110 Plumas Street, Suite A
Reno, NV 89519

The facility is located on public and private land in Lander County, within Sections 9, 10, 14, 15, 22, 23, and 24, T30N, R47E, and Sections 19 and 20, T30N, R48E, MDB&M, approximately 4 miles northwest of the town of Crescent Valley.

The Project consists of a discharge to groundwater from the dewatering of a mine, pursuant to Nevada Administrative Code (NAC) 445A.232.2.

The Administrator is constrained to either issue the renewed Permit or to deny the application. The Administrator has made the tentative decision to issue the renewed Permit.

Persons wishing to comment upon the proposed Permit, to recommend terms and conditions for consideration of incorporation into the Permit, or who request a public hearing pursuant to NAC 445A.238, must submit their written comments, objections, or requests by hand delivery or US Postal Service, or by facsimile or e-mail transmittal, no later than 5:00 PM on the 30th day following the date of publication of this notice (submittal end date 22 February 2019) to:

Division of Environmental Protection
Bureau of Mining Regulation and Reclamation
901 South Stewart Street, Suite 4001
Carson City, NV 89701-5249

All comments, objections, or requests received during the public notice period will be considered in the final determination regarding the Permit. If the Division determines written comments or requests indicate a significant degree of public interest in this matter, the Administrator shall schedule a public hearing in accordance with the requirements of NAC 445A.405.

The draft Permit and all application documents are on file at the Division and are available for public inspection and copying pursuant to Nevada Revised Statute 445A.665. For

more information, contact Michelle Griffin at (775) 687-9405 or visit the Division public notice website at <https://ndep.nv.gov/posts/category/land>.

STATE OF NEVADA

Department of Conservation and Natural Resources

Division of Environmental Protection

Bureau of Mining Regulation and Reclamation

Water Pollution Control Permit

Permittee: **Klondex Gold & Silver Mining Company
Fire Creek Infiltration Project
6110 Plumas Street, Suite A
Reno, NV 89519**

Permit Number: **NEV2013102**
Review Type/Year/Revision: **Renewal 2019, Revision 00**

Pursuant to Nevada Revised Statutes (NRS) 445A.300 through 445A.730, inclusive, and regulations promulgated thereunder by the State Environmental Commission and implemented by the Division of Environmental Protection (the Division), this Permit authorizes the Permittee to construct, operate, and close the **Fire Creek Infiltration Project**, in accordance with the limitations, requirements, and other conditions set forth in this Permit. The Permittee is authorized to discharge and infiltrate, via rapid infiltration basins, up to a maximum of **2,160,000 gallons per day**, and up to a maximum of **43,200,000 gallons in any 30-day period**, of mine dewatering water and waste-rock drainage that is treated in accordance with this Permit.

The facility is located in east-central Lander County and westernmost Eureka County, in Sections 9, 10, 14, 15, 22, 23, and 24, Township 30 North (T30N), Range 47 East (R47E), and Sections 19 and 20, T30N, R48E, Mount Diablo Baseline and Meridian (MDBM), approximately 4 miles northwest of the town of Crescent Valley, Nevada.

The Permittee must comply with all terms and conditions of this Permit and all applicable statutes and regulations.

This Permit is based on the assumption that the information submitted in the application of 16 April 2013, as modified by subsequent approved amendments, is accurate and that the facility has been constructed and is being operated as specified in the application. The Permittee must inform the Division of any deviation from, or changes in, the information in the application, which may affect the ability of the Permittee to comply with applicable regulations or Permit conditions.

This Permit is effective as of **Day February 2019**, and shall remain in effect until **24 February 2024**, unless modified, suspended, or revoked.

Signed this _____ day of **February 2019**.

Joseph Sawyer, P.E.
Chief, Bureau of Mining Regulation and Reclamation

I. Specific Facility Conditions and Limitations

A. In accordance with operating plans and facility design plans reviewed and approved by the Division the Permittee shall:

1. Construct, operate, and close the facility in accordance with those plans;
2. Except for the approved infiltration beneath the rapid infiltration basins (RIBs), contain within the fluid management system all dewatering water, including all meteoric waters that enter the system as a result of the 25-year, 24-hour storm event; and
3. Not release or discharge any contaminants from the fluid management system that would result in degradation of waters of the State.

B. Schedule of Compliance:

1. By 1 June 2020, the Permittee shall submit an updated hydrologic and chemical model of the infiltration mound that incorporates updated model assumptions and predicted discharge rates, and is calibrated to fit all available monitoring data from monitoring wells and piezometers in the vicinity of the mound.

The schedule of compliance items above are not considered complete until approved in writing by the Division.

C. The water management system covered by this Permit consists of the following components:

1. High-density polyethylene (HDPE) discharge pipeline from the Water Treatment Plant Permeate Tanks and a clean underground dewatering source at 5,340 feet above mean sea level to the RIBs;
2. Two earthen RIBs (North RIB and South RIB); and
3. Pipes, valves, air vents, flow meters, staff gauges, piezometers, monitoring wells, and any other equipment used in conveyance, control, or detection of dewatering water.

D. Monitoring Requirements:

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
1. <u>Discharge Water</u> At point of discharge to RIBs	Profile I ⁽¹⁾	Monthly when active
2. <u>RIB Discharge Rate and Water Depth</u> North RIB South RIB	Volume discharged (gallons) and water depth (feet) at staff gauge	Daily

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
3. <u>Groundwater Monitoring Wells</u> RIB Upgradient Well: GW-3 RIB Downgradient Wells: GW-4, GW-5, GW-6	Static water and collar elevations (feet AMSL); Profile I ⁽¹⁾	Monthly; Quarterly
4. <u>Infiltration Mound Piezometers</u> North RIB Piezometers: PZ-1, PZ-2 South RIB Piezometers: PZ-3, PZ-4	Water and collar elevations (feet AMSL)	Monthly
5. <u>Springs, Seeps, and Creeks</u> Surface Water Present in Area Referenced in Part I.B.2.	UTM Easting ⁽²⁾ , UTM Northing ⁽²⁾ (meters), and Profile I	Quarterly

The Permittee may request a reduction of the monitoring frequency after four quarters of complete monitoring based on justification other than cost. Such reductions may be considered modifications to the Permit and require payment of modification fees.

Abbreviations and Definitions:

RIB = rapid infiltration basin; AMSL = above mean sea level; SU = standard units; mg/L = milligrams per liter; CaCO₃ = calcium carbonate; N = nitrogen; NDEP = Nevada Division of Environmental Protection (the Division); UTM = Universal Transverse Mercator projection; pH = the negative of the base 10 logarithm of the activity of the hydrogen ion;

Footnotes:

(1) Profile I:

Alkalinity (as CaCO ₃)	Cadmium	Magnesium	Silver
Bicarbonate	Calcium	Manganese	Sodium
Total	Chloride	Mercury	Sulfate
Aluminum	Chromium	Nitrate + Nitrite (as N)	Thallium
Antimony	Copper	Nitrogen, Total (as N)	Total Dissolved Solids
Arsenic	Fluoride	pH (± 0.1 SU) ⁽²⁾	Zinc
Barium	Iron	Potassium	-
Beryllium	Lead	Selenium	-

(2) Report easting and northing coordinates in meters, Universal Transverse Mercator (UTM) projection, NAD 83 datum, with accuracy of 10 meters or less.

- (3) All sample analyses resulting in a pH value less than or equal to 5.0 SU shall also be analyzed for acidity (mg/L, as CaCO₃ equivalent).
- E. Quarterly and annual monitoring reports and release reporting shall be in accordance with Part II.B.
- F. All sampling and analytical accuracy shall be in accordance with Part II.E.
- G. Permit Limitations

1. Failure to meet a Schedule of Compliance date or requirement.
2. The floor of each RIB shall be excavated to, and be maintained at, a minimum of 30 feet below the elevation of the lowest point on the native ground surface surrounding the RIB.
3. The facility shall not degrade waters of the State to the extent that applicable water quality standards, and background concentrations, are exceeded.
4. Water discharged to the RIBs shall not exceed the following maximum concentrations for dissolved parameters, and shall be free from floating debris, oil, grease, scum, and other pollutants that have a potential to degrade waters of the State or to adversely affect the performance of the RIBs.

Aluminum	0.20 mg/L	Magnesium	150 mg/L
Antimony	0.006 mg/L	Manganese	0.10 mg/L
Arsenic	0.01 mg/L	Mercury	0.002 mg/L
Barium	2.0 mg/L	Nitrate + Nitrite (as N)	10 mg/L
Beryllium	0.004 mg/L	Nitrogen, Total (as N)	10 mg/L
Cadmium	0.005 mg/L	pH (± 0.1 SU)	6.5-8.5 SU
Chloride	400 mg/L	Selenium	0.05 mg/L
Chromium	0.1 mg/L	Silver	0.1 mg/L
Copper	1.0 mg/L	Sulfate	500 mg/L
Fluoride	4.0 mg/L	TDS	1000 mg/L
Iron	0.6 mg/L	Thallium	0.002 mg/L
Lead	0.015 mg/L	Zinc	5.0 mg/L

5. The total discharge rate to the RIBs shall not exceed 2,160,000 gallons per day, or 43,200,000 gallons in any 30-day period.
6. The water depth in each RIB shall be managed such that it does not exceed 3 feet above the RIB floor.
7. The infiltration mound of subsurface saturation shall not rise to less than 10 feet below the bottom of a RIB or to less than 40 feet below the ground surface, as determined by the piezometers in Part I.D.4. No surface discharges, surface

seeps, artificial springs, liquefaction, or sink holes shall be caused to form. Regular drying cycles, a decreased discharge rate to the RIBs, or other approved measures shall be utilized as necessary to prevent, or mitigate for, exceedance of this Permit limit.

Exceedances of these limitations may be Permit violations and shall be reported as specified in Part II.B.4.

- H. The Project shall maintain an automated device or a calibrated rain gauge, which shall be monitored daily, to record daily precipitation. A written and/or electronic record of all daily accumulations of precipitation shall be maintained on site.
- I. The Permittee shall inspect all control devices, systems, and facilities weekly, and during (when possible) and after major storm events. These inspections are performed to detect evidence of:
 - 1. Deterioration, malfunction, or improper operation of control or monitoring systems;
 - 2. Sudden changes in the data from any monitoring device (if applicable);
 - 3. Unauthorized discharges; and
 - 4. Severe erosion or other signs of deterioration in RIBs, dikes, diversions, or other fluid management components.
- J. Prior to initiating permanent closure activities at the water management facility, or at any water management process component or other source within the facility, the Permittee must have an approved final plan for permanent closure.
- K. The Permittee shall remit an annual review and services fee in accordance with NAC 445A.232 starting July 1 after the effective date of this Permit and every year thereafter until the Permit is terminated or the facility has received final closure certification from the Division.
- L. The Permittee shall not dispose of or treat Petroleum-Contaminated Soil (PCS) on the mine site without first obtaining from the Division approval of a PCS Management Plan.
- M. When performing dust suppression activities, the Permittee shall use best management practices (BMPs) and appropriate selection of water source and additives to prevent degradation of waters of the State. If a dust suppressant exceeds a water quality standard and the corresponding natural background water concentration in the area where dust suppression will occur, the Permittee shall demonstrate no potential to degrade waters of the State.
- N. Continuing Investigations
 - 1. The Permittee shall submit to the Division for review and approval an updated hydrologic and chemical model of the infiltration mound with each Permit renewal and with any new Permit application that could affect the predicted subsurface hydrology or water quality downgradient of the discharge outfall. The model must incorporate updated model assumptions and predicted

discharge rates, and must be calibrated to fit all available monitoring data from monitoring wells and piezometers in the vicinity of the mound. Approval may require modification of the Permit and payment of new Permit application fees.

II. General Facility Conditions and Limitations

A. General Requirements

1. The Permittee shall achieve compliance with the conditions, limitations, and requirements of the Permit upon commencement of each relevant activity. The Administrator may, upon the request of the Permittee and after public notice (if required), revise or modify a Schedule of Compliance in an issued Permit if he or she determines good and valid cause (such as an act of God, a labor strike, materials shortage or other event over which Permittee has little or no control) exists for such revision.
2. The Permittee shall at all times maintain in good working order and operate as efficiently as possible, all devices, facilities, and systems installed or used by the Permittee to achieve compliance with the terms and conditions of this Permit.
3. Whenever the Permittee becomes aware that he or she failed to submit any relevant facts in the Permit application, or submitted incorrect information in a Permit application or in any report to the Administrator, the Permittee shall promptly submit such facts or correct information. Any inaccuracies found in this information may be grounds for revocation or modification of this Permit and appropriate enforcement action.

B. Reporting Requirements

1. The Permittee shall submit quarterly reports, in both hard copy and a Division-approved electronic format, which are due to the Division on or before the 28th day of the month following the quarter and must contain the following:
 - a. Analytical results of the water collected from monitoring locations identified in Parts I.D.1, I.D.3, and I.D.5, reported on NDEP Form 0190 or equivalent;
 - b. Volume, depth, latitude, and longitude measurements collected from monitoring locations identified in Parts I.D.2 and I.D.5;
 - c. Water and collar elevations for monitoring wells and piezometers identified in Parts I.D.3 and I.D.4; and
 - d. A record of releases, and the remedial actions taken in accordance with the approved Emergency Response Plan on NDEP Form 0490 or equivalent.

Facilities which have not initiated mining, construction, or discharge must submit a quarterly report identifying the status of mining, construction, or discharge. Subsequent to any noncompliance or any facility expansion which provides increased capacity, the Division may require an accelerated monitoring frequency.

2. The Permittee shall submit an annual report, in both hard copy and a Division-approved electronic format, by February 28th of each year, for the preceding calendar year, which contains the following:
 - a. A synopsis of releases on NDEP Form 0390 or equivalent;
 - b. A brief summary of site operations, including the total number of gallons discharged to the RIBs each month of the year, construction and expansion activities, and major problems with the water management system;
 - c. A table of total monthly precipitation amounts recorded in accordance with Part I.H.I., for either the five-year history previous to the date of submittal or the history since initial Permit issuance, whichever is shorter;
 - d. An updated version of the facility monitoring and sampling procedures and protocols;
 - e. An updated evaluation of the closure plans using specific characterization data for each component of the water management system with respect to achieving stabilization; and
 - f. Graphs of discharge volume, RIB water depth, water elevation, and concentrations of arsenic, chloride, iron, magnesium, manganese, nitrate + nitrite (Total as N), nitrogen (total as N), pH, sulfate as SO₄, and total dissolved solids (TDS), versus time for all fluid monitoring points, as applicable. These graphs shall display either a five-year history previous to the date of submittal or the history since initial Permit issuance, whichever is shorter. Additional parameters may be required by the Division if deemed necessary.
3. Release Reporting Requirements: The following applies to facilities with an approved Emergency Response Plan. If a site does not have an approved Emergency Response Plan, then all releases must be reported as per NAC 445A.347 or NAC 445A.3473, as appropriate.
 - a. A release of any quantity of hazardous substance, as defined at NAC 445A.3454, to surface water, or that threatens a vulnerable resource, as defined at NAC 445A.3459, must be reported to the Division as soon as practicable after knowledge of the release, and after the Permittee notifies any emergency response agencies, if required, and initiates any action required to prevent or abate any imminent danger to the environment or the health or safety of persons. An oral report shall be made by telephone to (888) 331-6337 for in-State callers or (775) 687-9485 for out-of-State callers, and a written report shall be provided within 10 days in accordance with Part II.B.4.b.
 - b. A release of a hazardous substance in a quantity equal to or greater than that which is required to be reported to the National Response Center pursuant to 40 Code of Federal Regulations (CFR) Part 302 must be reported as required by NAC 445A.3473 and Part II.B.3.a.

- c. A release of a non-petroleum hazardous substance not subject to Parts II.B.3.a. or II.B.3.b., released to soil or other surfaces of land, and the total quantity is equal to or exceeds 500 gallons or 4,000 pounds, or that is discovered in or on groundwater in any quantity, shall be reported to the Division no later than 5:00 P.M. of the first working day after knowledge of the release. An oral report shall be made by telephone to (888) 331-6337 for in-State callers or (775) 687-9485 for out-of-State callers, and a written report shall be provided within 10 days in accordance with Part II.B.4.b. Smaller releases, with total quantity greater than 25 gallons or 200 pounds and less than 500 gallons or 4,000 pounds, released to soil or other surfaces of land, or discovered in at least 3 cubic yards of soil, shall be reported quarterly on NDEP Form 0390 or equivalent.
 - d. Petroleum Products and Coolants: If a release is subject to Parts II.B.3.a. or II.B.3.b., report as specified in Part II.B.3.a. Otherwise, if a release of any quantity is discovered on or in groundwater, or if the total quantity is equal to or greater than 100 gallons released to soil or other surfaces of land, report as specified in Part II.B.3.c. Smaller releases, with total quantity greater than 25 gallons but less than 100 gallons, released to soil or other surfaces of land, or if discovered in at least 3 cubic yards of soil, shall be reported quarterly on NDEP Form 0390 or equivalent.
4. The Permittee shall report to the Administrator any noncompliance with the Permit.
- a. Each such event shall be reported orally by telephone to (775) 687-9400, not later than 5:00 P.M. of the next regular work day from the time the Permittee has knowledge of the circumstances. This report shall include the following:
 - i. Name, address, and telephone number of the owner or operator;
 - ii. Name, address, and telephone number of the facility;
 - iii. Date, time, and type of incident, condition, or circumstance;
 - iv. If reportable hazardous substances were released, identify material and report total gallons and quantity of contaminant;
 - v. Human and animal mortality or injury;
 - vi. An assessment of actual or potential hazard to human health and the environment outside the facility; and
 - vii. If applicable, the estimated quantity of material that will be disposed and the disposal location.
 - b. A written summary shall be provided within 10 days of the time the Permittee makes the oral report. The written summary shall contain:
 - i. A description of the incident and its cause;
 - ii. The periods of the incident (including exact dates and times);

- iii. If reportable hazardous substances were released, the steps taken and planned to complete, as soon as reasonably practicable, an assessment of the extent and magnitude of the contamination pursuant to NAC 445A.2269;
 - iv. Whether the cause and its consequences have been corrected, and if not, the anticipated time each is expected to continue; and
 - v. The steps taken or planned to reduce, eliminate, and prevent recurrence of the event.
- c. The Permittee shall take all available and reasonable actions, including more frequent and enhanced monitoring to:
- i. Determine the effect and extent of each incident;
 - ii. Minimize any potential impact to the waters of the State arising from each incident;
 - iii. Minimize the effect of each incident upon domestic animals and all wildlife; and
 - iv. Minimize the endangerment of the public health and safety which arises from each incident.
- d. If required by the Division, the Permittee shall submit, as soon as reasonably practicable, a final written report summarizing any related actions, assessments, or evaluations not included in the report required in Part II.B.4.b., and including any other information necessary to determine and minimize the potential for degradation of waters of the State and the impact to human health and the environment. Submittal of the final report does not relieve the Permittee from any additional actions, assessments, or evaluations that may be required by the Division.

C. Administrative Requirements

- 1. A valid Permit must be maintained until permanent closure is complete. Therefore, unless permanent closure has been completed and termination of the Permit has been approved in writing by the Division, the Permittee shall apply for Permit renewal not later than 120 days before the Permit expires.
- 2. Except as required by NAC 445A.419 for a Permit transfer, the Permittee shall submit current Permit contact information described in paragraphs (a) through (c) of subsection 2 of NAC 445A.394 within 30 days after any change in previously submitted information.
- 3. All reports and other information requested by the Administrator shall be signed and certified as required by NAC 445A.231.
- 4. All reports required by this Permit, including, but not limited to, monitoring reports, corrective action reports, and as-built reports, as applicable, and all applications for Permit modifications, shall be submitted in both hard copy and a Division-approved electronic format.

5. When ordered consistent with Nevada Statutes, the Permittee shall furnish any relevant information in order to determine whether cause exists for modifying, revoking and reissuing, or permanently revoking this Permit, or to determine compliance with this Permit.
6. The Permittee shall maintain a copy of, and all modifications to, the current Permit at the permitted facilities at all times.
7. The Permittee is required to retain during operation, closure and post-closure monitoring, all records of monitoring activities and analytical results, including all original strip chart or data logger recordings for continuous monitoring instrumentation, and all calibration and maintenance records. This period of retention must be extended during the course of any unresolved litigation.
8. The provisions of this Permit are severable. If any provision of this Permit, or the application of any provision of this Permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Permit, shall not thereby be affected.
9. The Permittee is authorized to manage fluids and solid wastes in accordance with the conditions of this Permit. Issuance of this Permit does not convey property rights of any sort or any exclusive privilege; nor does it authorize any injury to persons or property, any invasion of other private rights, or any infringement of Federal, State or local law or regulations. Compliance with the terms of this Permit does not constitute a defense to any order issued or any action brought under the Water Pollution Control Statutes for releases or discharges from facilities or units not regulated by this Permit. NRS 445A.675 provides that any person who violates a Permit condition is subject to administrative or judicial action provided in NRS 445A.690 through 445A.705.

D. Division Authority

The Permittee shall allow authorized representatives of the Division, at reasonable times, and upon the presentation of credentials to:

1. Enter the premises of the Permittee where a regulated activity is conducted or where records are kept per the conditions of this Permit;
2. Have access to and copy any record that must be kept per the conditions of this Permit;
3. Inspect and photograph any facilities, equipment (including monitoring and control equipment), practices, or operations regulated by this Permit; and
4. Sample or monitor for any substance or parameter at any location for the purposes of assuring Permit and regulatory compliance.

E. Sampling and Analysis Requirements

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

2. For each measurement or sample taken pursuant to the conditions of this Permit, the Permittee shall record the following information:
 - a. The exact place, date, and time of the inspection, observation, measurement, or sampling; and
 - b. The person(s) who inspected, observed, measured, or sampled.
3. Samples must be taken, preserved, and labeled according to Division approved methods.
4. Standard environmental monitoring chain of custody procedures must be followed.
5. Samples shall be analyzed by a laboratory certified or approved by the State of Nevada, as applicable for the method(s) being performed. The Permittee must identify in all required reports the certified and approved laboratories used to perform the analyses, analytical methods performed (electronic version of report only), laboratory reference numbers, sample dates, and laboratory test dates.
6. The accuracy of analytical results, unless otherwise specified, shall be expressed in mg/L and be reliable to at least two significant digits. The analytical methods used must have a practical quantitation limit (PQL) equal to or less than one-half the reference value for Profile I parameters. Laboratories shall report the lowest reasonable PQL based on in-house method detection limit studies. Samples for Profile I parameters shall be filtered and analyzed for the dissolved fraction, unless otherwise required by the Division.

F. Permit Modification Requirements

1. Any material modification, as defined at NAC 445A.365, plan to construct a new water management process component, or proposed change to Permit requirements must be reported to the Division by submittal of an application for a Permit modification, or if such changes are in conformance with the existing Permit, by submittal of a written notice of the changes. The Permit modification application must comply with NAC 445A.391 through 445A.399, 445A.410, 445A.412, 445A.414, 445A.4155, 445A.416, 445A.417, 445A.440, and 445A.442, as applicable. The construction or modification shall not commence, nor shall a change to the Permit be effective, until written Division approval is obtained.
2. Prior to the commencement of mining activities at any site within the State which is owned or operated by the Permittee but not identified and characterized in a previously submitted application or report, the Permittee shall submit to the Division a report which identifies the locations of the proposed mine areas and waste disposal sites, and characterizes the potential of mined materials and areas to release pollutants. Prior to development of these areas the Division shall determine if any of these new sources will be classified as process components and require engineered containment as well as Permit modification.

3. The Permittee shall notify the Division in writing at least 30 days before the introduction of dewatering water into a new water management process component or into an existing water management process component that has been materially modified, or of the intent to commence active operation of that water management process component. Before introducing dewatering water or commencing active operation, the Permittee shall obtain written authorization from the Division.
4. The Permittee must obtain a written determination from the Administrator of any planned water management process component construction or material modification, or any proposed change to Permit requirements, as to whether it is considered a Permit modification, and if so, what type.
5. The Permittee must give advance notice to the Administrator of any planned changes or activities which are not material modifications in the permitted facility that may result in noncompliance with Permit requirements.

Prepared by: Michelle Griffin

Date: 2 January 2018

Revision 00: 2019 Renewal

FACT SHEET

(Pursuant to Nevada Administrative Code (NAC) 445A.401)

Permittee Name: **Klondex Gold & Silver Mining Company**

Project Name: **Fire Creek Infiltration Project**

Permit Number: **NEV2013102**

Review Type/Year/Revision: **Renewal Permit 2019, Fact Sheet Revision 00**

A. Location and General Description

The facility is located in east-central Lander County and westernmost Eureka County, in Sections 9, 10, 14, 15, 22, 23, and 24, Township 30 North, Range 47 East, and Sections 19 and 20, Township 30 North, Range 48 East, Mount Diablo Baseline and Meridian, approximately 4 miles northwest of the town of Crescent Valley, Nevada. The Project is located on a combination of public land, administered by the U.S. Bureau of Land Management (BLM), Mount Lewis Field Office, in Battle Mountain and Tuscarora Field Office in Elko, and private land. To access the facility from Battle Mountain, travel east on U.S. Interstate Highway 80 approximately 30 miles to exit 261. Proceed south on Nevada State Route (SR) 306 approximately 15 miles, then west on Eureka and Lander County Road G-247 (10th Avenue), just north of the town of Crescent Valley, approximately 3.5 miles to the site. The rapid infiltration basins (RIBs) are located on the north side of the road, on public land in Lander County approximately 1.4 miles west and upgradient of the Eureka County line. The rest of the facility is also located in Lander County, except downgradient monitoring well GW-6 is located in Eureka County, approximately 2.4 miles east of the RIBs.

Dewatering water from underground mine workings, and draindown water from a Waste Rock Repository, are generated at the separate Fire Creek Project (Water Pollution Control (WPC) Permit NEV2007104), and are treated in an existing Water Treatment Plant (WTP) before being conveyed via pipeline to either the RIBs or the discharge point permitted by WPC NEV2018104. A separate source of cleaner dewatering water from underground at 5,340 feet above mean sea level is also conveyed to either location. The Permit requires that all water discharged to the RIBs meet all Nevada Division of Environmental Protection (Division) Profile I water quality reference values. The Permit also specifies limits on the discharge rate, the minimum depth of the RIBs, and the maximum water depth within the RIBs, and precludes the formation of new surface seeps or springs. Degradation of waters of the State is prohibited. Monitoring data obtained from the RIBs, groundwater monitoring wells, and piezometers are used to determine compliance with the Permit.

This Permit was first issued on 10 February 2014, effective 25 February 2014. After the Permittee installed required monitoring wells and piezometers, and completed

additional required hydrologic and wetland studies, the Division authorized the commissioning of the RIBs on 10 July 2015.

B. Synopsis

General Background: This Project is operated in conjunction with the Fire Creek Project (FCP) WPC Permit NEV2007104 and the Fire Creek Surface Discharge Project WPC NEV2018104. Within the FCP, dewatering water is pumped from underground mine workings to either of the Dewatering Ponds. Draindown water from the Waste Rock Repository is collected in the Stormwater Pond. The Stormwater Pond may also be used for storage of non-hazardous reject solutions generated in the WTP. Water from the Dewatering Ponds and Stormwater Pond is pumped to the WTP, which uses chemical precipitation, microfiltration, and reverse osmosis processes to remove suspended and floating pollutants (e.g., sediment, petroleum, drilling additives, etc.), and dissolved arsenic, antimony, iron, manganese, sulfate, nitrate, total nitrogen, and total dissolved solids (TDS), as warranted. The treated water is pumped from the WTP to a series of Permeate Tanks for storage. The treated water, which meets all Profile I reference values, then flows via a valved gravity discharge pipeline from the last WTP Permeate Tank to the RIBs.

Once the water enters the RIB discharge pipeline it has left the FCP and is within the (Infiltration) Project. The Project includes the discharge pipeline, the RIBs, piezometers, monitoring wells, and associated valves, air vents, flow meters, staff gauges, and other equipment. The underground workings, Dewatering Pond, Stormwater Pond, Waste Rock Repository, WTP, Permeate Tanks, and interconnecting pipes, pumps, and valves, represent components of the FCP facility, and are operated in accordance with WPC Permit NEV2007104.

Hydrogeologic Setting: The RIBs are located approximately 2 miles east of the FCP facility at an elevation of approximately 5,250 feet above mean sea level (AMSL). Existing monitoring well GW-3 serves the dual purpose of a downgradient monitoring well for the FCP, and an upgradient monitoring well for the RIBs. GW-3 is located approximately 2,500 feet southwest of the RIBs. During the installation of GW-3, 340 feet of Quaternary alluvium were intercepted above 270 feet of Miocene basaltic andesite bedrock. The basaltic andesite varies from solid to moderately fractured, as noted in the drill logs for GW-3 and other monitoring wells. The alluvium intercepted in GW-3 is composed of basaltic andesite and meta-sedimentary clasts set in a fine-grained soil matrix. Two caliche horizons were observed within the alluvium during the installation of GW-3, one near the ground surface and one at a depth of 140 feet below ground surface (bgs).

Five shallow geotechnical boreholes drilled near the RIB location intercepted only alluvium to a maximum depth of 100 feet bgs. Caliche was observed within the

alluvium from the surface to approximately 30 feet bgs, with the uppermost 20 feet being more solidly cemented.

West of the RIBs in the Shoshone Mountains, a sequence of Miocene volcanic rocks over 1,000 feet thick, consisting of basaltic andesite and dacite flows, tuffs, and other volcanoclastic rocks, overlies a thick assemblage of Silurian and Devonian siliceous sedimentary rocks that comprises the upper plate of the Roberts Mountains Thrust. Basalt dikes crosscut the Paleozoic rocks and some of the Miocene volcanic rocks. Faults are present in the Project area, and cut most, if not all, bedrock units.

Prior to Permit issuance, groundwater was not encountered at the maximum drilling depth of 100 feet bgs near the RIBs. However, static water is present in monitoring well GW-3 at an elevation of approximately 4,884 feet AMSL (479 feet bgs), which is within the basaltic andesite bedrock underneath the alluvial section. Groundwater in the Shoshone Mountains west of the RIBs occurs at much higher elevations, at approximately 5,600 to 5,800 feet AMSL. Production well PW-1 at the FCP exhibits artesian flow, which was measured at 120 gallons per minute (gpm). The groundwater gradient near the RIBs was initially thought to be toward the east-southeast, based on groundwater elevation data obtained from monitoring wells GW-3, GW-4, GW-5, and GW-6 and piezometers PZ-1, PZ-2, PZ-3, and PZ-4; however, through RIB operation, testing, and monitoring, this does not seem to be the case. A schedule of compliance item been incorporated in the renewed Permit requiring an updated hydrologic and chemical model of the infiltration mound which includes model assumptions and predicted discharge rates, and is calibrated to fit all available monitoring data from monitoring wells and piezometers in the vicinity of the mound by 1 June 2020. An updated hydrologic study which evaluates the impact of the Project on groundwater depth and quality, and surface water quantity and quality, both within and downgradient of the Project is also required with the renewal application for the Fire Creek Project WPCP NEV2007104.

Monitoring wells GW-4, GW-5, and GW-6, were installed in 2014 to monitor groundwater elevation and quality downgradient of the RIBs. Four piezometers were installed in December 2014 to January 2015 immediately downgradient of the RIBs to monitor water elevations, prior to, during, and after, operation of the RIBs. These monitoring points are described in greater detail in the Receiving Waters section below, but the initial pre-infiltration static water depths (and elevations) in the monitoring wells ranged from 495 feet bgs (4,742 feet AMSL) at GW-4 near the RIBs to 89 feet bgs (4,739 feet AMSL) at GW-6 (the furthest downgradient monitoring well in the Permit).

Fire Creek is located approximately 0.5 mile south of the RIBs. Fire Creek is fed by multiple springs located approximately 2.5 to 3.0 miles west of the RIBs (approximately 1 mile west and northwest of the FCP facility and the Dewatering Pond). Fire Creek flows perennially past the FCP on its south side, but typically

infiltrates into alluvium near the mouth of the canyon south of the RIBs. East of that point Fire Creek flows only ephemerally in response to storm events or snow melt. An investigation, required as a Schedule of Compliance item in the Permit, to determine if any additional surface water bodies are present downgradient of the RIBs prior to the commencement of infiltration, was completed in November 2014 with no additional surface water bodies being found.

Hydrologic Evaluation: Geotechnical and geochemical field investigations were performed in September 2012 and January 2013 to determine the optimal location for the RIBs, the expected infiltration rate, and the potential for mobilization and attenuation of chemical constituents associated with the proposed infiltration. The preliminary geotechnical investigation in September 2012 included 35 test pits, two small-scale percolation tests, and associated laboratory testing. Based on the findings, the location for the RIBs was selected for its coarser-textured soils with less mineral precipitation and cementation than other areas investigated. The final geotechnical investigation in January 2013 included five borings 30-100 feet deep, two test pits, associated laboratory testing, and one each small-scale and large-scale percolation test.

The geometric mean of the percolation test results yields an average hydraulic conductivity of 6.8×10^{-3} centimeters per second (cm/sec) or 1.9×10^1 feet per day for the alluvium. The hydraulic conductivity of the basaltic andesite was estimated from bedrock airlift tests performed at the FCP to be approximately 2×10^{-5} cm/sec or 7×10^{-2} feet per day.

To simulate and investigate the development of an infiltration mound of saturation underneath the RIBs and above the ambient water table, a numerical groundwater flow model was performed using the modeling code MODFLOW-SURFACT. The model was run for a simulated time period of 10 years using an average 1,500 gpm discharge rate to the RIBs. This represents a discharge rate greater than the 1,000 gpm maximum 30-day average discharge rate allowed in the Permit, and it is modeled at this higher rate over the entire expected mine life, which means the actual infiltration mound will likely be much smaller than the modeled size. Alternate modeling runs were performed to test the sensitivity of the model results to different input values for alluvial hydraulic conductivity and RIB discharge rate. The modeling results predict the rapid formation of an infiltration mound beneath the RIBs with near-maximum mound elevation attained within 6 days. The maximum predicted mound elevation is 63 feet below the bottom of the RIBs for the base case, and varies from 5 feet to 140 feet below the RIBs when the alluvial hydraulic conductivity and discharge rate are separately varied from 50% to 200% of the base case values. In the base case, at 10 years the alluvial portion of the mound was predicted to extend about 1.5 miles downgradient from the RIBs, with the lower, bedrock portion of the mound extending further downgradient.

Additional modeling was performed to estimate the rise in groundwater levels in areas downgradient of the RIBs, including an area of residential wells located approximately 2.5-4.0 miles east and southeast of the RIBs. Water levels in some of the residential wells were previously measured by the U.S. Geological Survey (USGS). The residential wells are developed in alluvium with static water levels generally 20-100 feet bgs. The same base case average discharge rate (1,500 gpm) and discharge duration (10 years) were used in this additional modeling. The modeling predicted a maximum rise in groundwater elevation of 4.2 feet in the nearest residential well, which is located approximately 13,000 feet east of the RIBs. This maximum rise at the residential wells was predicted to occur 14 years after the RIB discharge begins, which is 4 years after the RIB discharge is expected to cease. The actual water rise in residential wells is expected to be less than the modeled rise, because the permitted maximum 30-day average RIB discharge rate is 1,000 gpm rather than the modeled average rate of 1,500 gpm, and the Permittee expects to discharge at a much lower rate than the permitted maximum. No adverse impacts to groundwater quality are predicted from the RIBs, as described below.

The Permit requires that regular drying cycles, a decreased discharge rate to the RIBs, or other approved measures be utilized as necessary to prevent surface seepage or excessive mounding, which is defined as mounding that rises to less than 10 feet below the bottom of the RIBs or less than 40 feet below the native ground surface.

The initial modeling of the infiltration mound did not include caliche or other low permeability layers in the alluvium, because the presence of such layers below the bottom of the RIBs was uncertain prior to the installation of monitoring well GW-4 immediately downgradient of the RIBs in 2014. Weak caliche layers were intercepted in GW-4 at 110-135 feet bgs and 190-205 feet bgs, but these layers were not detected further downgradient in GW-5 and GW-6. The upper caliche layer is slightly shallower than the caliche layer intercepted in upgradient monitoring well GW-3 at approximately 140 feet bgs. In response to the discovery of the caliche layers in GW-4, and in accordance with a Schedule of Compliance item in the Permit, the Permittee submitted a revised hydrologic model in January 2015 for the purpose of evaluating the potential impact that the caliche layers will have on the development of the infiltration mound once the RIBs are commissioned, and what effect this may have, if any, on the predicted magnitude of groundwater rise in residential wells downgradient of the Project.

The 2015 revised hydrologic model incorporates the conservative assumption that a 25-foot thick low permeability layer extends continuously throughout the model area at a depth of 140 feet bgs and has a hydraulic conductivity of 3×10^{-6} cm/sec (0.01 feet/day), compared to a hydraulic conductivity of 7×10^{-5} cm/sec (0.2 feet/day) in adjacent layers above and below the caliche layer. The revised model assumes the same continuous discharge rate to the RIBs of 1,500 gpm for 10 years as in the original model. As stated above, this is much greater than the anticipated

actual discharge rate. The revised hydrologic model was also expanded to look a total of 5 miles downgradient of the RIBs (rather than 2.5 miles for the original hydrologic model) and incorporates slightly different model boundary assumptions. Because the revised hydrologic model includes these other changes from the original hydrologic model, in addition to the presence of the caliche layer, a new no-caliche layer model was run for comparison.

The results of the 2015 revised hydrologic model indicate that the presence of the caliche layer increases the predicted maximum rise in groundwater elevations in residential wells by up to 1.4 feet over the predicted groundwater elevation rise in the new no-caliche layer model. However, the other changes to the 2015 revised hydrologic model also increased the predicted maximum rise in groundwater elevations, such that the maximum predicted groundwater rise in residential wells downgradient of the RIBs as a result of the infiltration mound with the modeled caliche layer is 9.3 feet (7.9 feet in the no-caliche layer model) at year 16, compared to 4.2 feet at year 14 in the original hydrologic model. Most residential wells downgradient of the RIBs on the west side of highway SR 306 are predicted to see a maximum groundwater rise of 3-8 feet as a result of the Project, whereas residential wells on the east side of highway 306 may see 0-4 feet of groundwater rise. The actual maximum groundwater rise is expected to be less than these model results, because the actual discharge rate to the RIBs is expected to be much lower than the modeled rate.

Geochemical Evaluation: Modified meteoric water mobility procedure (MWMP) analyses were performed on alluvium samples collected at depths of 13-15 feet and 15-25 feet bgs in the RIB area, using dewatering water which met all Division Profile I reference values. Profile I analyses performed on the dewatering water after the MWMP extraction indicate that the alluvium at 13-15 feet bgs has a potential to contaminate the infiltrating dewatering water above Profile I reference values with respect to arsenic (0.10 milligrams per liter (mg/L)), chloride (560 mg/L), sulfate (1,800 mg/L), and TDS (3,800 mg/L). However, the alluvium at 15-25 feet bgs has less potential to contaminate the infiltrating dewatering water above Profile I reference values, and only with respect to arsenic (0.048 mg/L) and TDS (1,200 mg/L). Other testing indicates that the electrical conductivity of the alluvium decreases significantly with depth until about 30 feet bgs, after which it remains at a low value to at least 100 feet bgs.

MWMP testing performed in December 2014 on drill cuttings collected while installing monitoring well GW-4 (prior to any water being discharged to the RIBs) confirms that the deeper alluvium and bedrock below the RIB area have a lower potential than the shallow alluvium to contaminate infiltrating water. The MWMP results from GW-4 exceed Profile I reference values only for pH (up to 8.93 Standard Units (SU)), aluminum (up to 0.34 mg/L), antimony (up to 0.012 mg/L), and arsenic (up to 0.040 mg/L).

Column attenuation testing was performed to evaluate more precisely the potential for the infiltrated dewatering water to degrade groundwater. Tests that used shallow alluvium collected from 4 to 12 feet bgs in the RIB area indicates significant potential for degradation of groundwater with respect to arsenic, chloride, magnesium, sulfate, and TDS. However, a test that used deeper alluvium intercepted from 20 to 100 feet bgs in borehole B-5 shows that all Profile I parameters except for arsenic remained below Profile I reference values at all tested rinsing rates (up to six pore volumes of rinsate). Arsenic exhibited only a slight exceedance (0.011 mg/L) of the 0.010 mg/L Profile I reference value, and only during the first pore volume rinse. Subsequent rinsing progressively decreased the arsenic concentration in the test effluent below the reference value, indicating that any arsenic exceedances are likely to be transient, low in magnitude, and probably limited to the infiltration mound in the immediate vicinity of the RIBs.

Therefore, the testing indicates that groundwater will not be degraded by the RIBs, provided that the upper alluvium is removed during RIB construction and the discharge water is not allowed to rise up and come into contact with the upper alluvium surrounding the RIBs. The Permit requires that the RIBs be excavated to at least 30 feet below the surrounding native ground surface, and that the infiltration mound is not allowed to rise to less than 10 feet below the RIBs, as determined by piezometers installed below the RIBs, or to less than 40 feet below the native ground surface. The Permit also requires that the water in the RIBs shall not be allowed to exceed 3 feet in depth above the RIB floor to prevent inundation of the shallower alluvium in the RIB side walls.

Facility Design: An approximately 10,860-foot long, high-density polyethylene (HDPE) RIB discharge pipeline conveys dewatering water via gravity from the last WTP Permeate Tank to the RIBs. The first approximately 10 feet of the pipeline from the last Permeate Tank is 3-inch diameter, standard dimension ratio (SDR) 11, HDPE, and includes a gate valve to shut off the flow of treated water to the RIBs and a flowmeter to monitor the flow of treated water conveyed to the RIBs. The remaining approximately 10,850 feet of the HDPE RIB discharge pipeline is 8-inch in diameter. At 3,480 feet from the North RIB outfall, the pipeline transitions from thinner walled SDR 11 to thicker walled SDR 9 to accommodate the higher pressures likely in the downstream segment of the pipeline.

The pipeline is designed to handle flows up to 1,500 gpm. It operates under a gravity flow regime for flows up to 350 gpm and under a pressure flow regime for flows exceeding 350 gpm. The pipeline is designed to withstand the pressure when both RIB valves are closed, as well as the pressure surge during operation of the valves. The actual RIB discharge flow rate is expected to be much lower than the pipeline design limits. The average mine dewatering flow rate for the first 6 months of 2013 (pre-RIB construction) at the FCP facility was 26 gpm and approached 70 gpm in 2018. The average RIB discharge rate is expected to be no more than 500 gpm. However, the Project was designed to handle the higher flow rates to include

a factor of safety and to take into account a significant uncertainty regarding the quantity of dewatering water that will be encountered.

Because the RIB discharge pipeline maintains a constant downgradient slope, without sags or low points, air release or air relief valves are not required. The RIB discharge pipeline is constructed predominantly below the native ground surface, but is constructed above ground in some locations to maintain a constant downhill grade for gravity flow. Compacted native backfill is used locally (e.g., at a drainage crossing) to elevate the pipeline above existing grade to maintain the constant downhill grade. At one location, approximately 2,065 feet from the RIBs, a 31.5-foot section of the pipeline is elevated up to 3.5 feet above a natural drainage via a structural steel I-beam supported by concrete footings.

An approximately 3,000-foot middle segment of the pipeline is aligned directly underneath the county access road to avoid archaeologically sensitive areas; the pipe is buried a minimum of 3 feet under the road for structural stability. Because the discharge water must meet all Profile I reference values, and therefore has very little potential to degrade waters of the State, the buried pipeline segments are not double walled or leak detected. Buried pipeline segments are underlain by a minimum 6 inches of compacted, minus ¾-inch, pipe-bedding material and overlain by a minimum 12 inches of the same compacted pipe-bedding material, which is overlain, in turn, by approximately 0-10 feet of compacted, 3-inch minus, well-graded, native backfill material up to the surrounding grade. All pipe-bedding material and native backfill are placed in maximum 12-inch loose lifts and compacted to 90 percent maximum dry density (Modified Proctor, ASTM D1557).

At the RIBs, a wye in the pipeline with valves on both branches allows separate delivery of dewatering water to each RIB; however, under normal circumstances only one RIB will be operated at a time. At the pipe outlet in the bottom of each RIB, an energy dissipater consisting of a tee with 90-degree elbows on each end is anchored to a thrust block and encased within a 10-foot square riprap apron to protect the floor of the RIB from scour. Each riprap apron features a 6-inch thick sub-grade base of riprap bedding material with a D₅₀ of 3 inches, upon which the discharge pipe rests, and a 2-foot thickness of coarse riprap with a D₅₀ of 18 inches surrounding and covering the pipe outlet tee. The Permit requires daily monitoring of the volume of water discharged to each RIB and the depth of water, if any, present in the bottom of each RIB.

The floor of each of the two earthen RIBs measures 170 feet long by 60 feet wide, and is excavated a minimum of 30 feet deep. The side slopes are constructed at a 2:1 horizontal to vertical (H:V) angle. The RIB bottoms are ripped to a depth of 3 feet below the finished grade to facilitate infiltration. An earthen ramp cut into the side slope of each RIB provides access to the RIB floor for maintenance and wildlife escape. The discharge pipeline also runs down the ramp (buried at least 3-feet deep) to the bottom of each RIB. A gated fence around the RIBs restricts access

to the site. A drainage ditch just west of the RIBs diverts upgradient stormwater to a natural drainage south of the RIBs to minimize stormwater capture in the RIBs.

C. Receiving Water Characteristics

At upgradient monitoring well GW-3, approximately 2,500 feet southwest of the RIBs, groundwater is present within basalt bedrock at a depth of approximately 479 feet bgs and an elevation of 4,884 feet AMSL. The groundwater at GW-3 meets all Division Profile I reference values except for naturally elevated manganese, which occurs in concentrations up to 0.5 mg/L.

Downgradient monitoring well GW-4 was installed in 2014 approximately 300 feet east of the center of the North RIB. The baseline static water level measured at GW-4 during 2014, prior to the beginning of discharge to the RIBs, was approximately 495 feet bgs (4,742 feet AMSL). This is below caliche layers that were intercepted in GW-4 at 110-135 feet bgs and 190-205 feet bgs.

As at GW-3, the groundwater at GW-4 occurs within basalt bedrock and has good quality, meeting all Division Profile I reference values except for slightly elevated manganese (0.15 mg/L in June 2014). Concentrations for manganese met all Profile I reference values in 2018.

Downgradient monitoring well GW-5 was installed in 2014 approximately 1.4 miles east-southeast of the RIBs and 1 mile west of the nearest residential wells, near the site access road at the Lander/Eureka County line. Downgradient monitoring well GW-6 was also installed in 2014, south of the site access road, but in Eureka County, approximately 2.4 miles east of the RIBs and just west of the nearest residential wells. In both wells, groundwater was encountered within a broken basalt/quartz lithological unit that underlies an upper layer of alluvium. Baseline static water levels measured in GW-5 and GW-6 during 2014, prior to the beginning of discharge to the RIBs, were approximately 218 feet bgs (4,741 feet AMSL) and 89 feet bgs (4,739 feet AMSL), respectively. The initial groundwater analysis from GW-5 (July 2014) met all Division Profile I reference values except for an elevated pH (9.42 SU). The initial analysis from GW-6 (July 2014) also met all Division Profile I reference values except for manganese (0.12 mg/L); however, analysis of both wells in 2018 met all Profile I reference values.

Grouted vibrating wire piezometers PZ-1, PZ-2, PZ-3, and PZ-4 were installed in December 2014 and January 2015 immediately downgradient (east) of the RIBs. The piezometers were installed in shallow/deep pairs, with PZ-1 (sensor depth 98 feet bgs) and PZ-2 (sensor depth 141 feet bgs) located approximately 200-250 feet east of the North RIB, and PZ-3 (sensor depth 98 feet bgs) and PZ-4 (sensor depth 147 feet bgs) located approximately 200-250 feet east of the South RIB. The shallow piezometers monitor water levels above the upper caliche layer that was intercepted in GW-4 at 110-135 feet bgs, and the deeper piezometers monitor water

levels just below the upper caliche layer. Initial readings (pre-infiltration at the RIBs) indicated water levels above the upper caliche layer in PZ-1 and PZ-3 at 89-93 feet bgs (5,144-5,150 feet AMSL). Below the upper caliche layer, PZ-2 was initially dry, and PZ-4 indicated water at 145 feet bgs (5,094 feet AMSL).

The Permit requires regular monitoring of water quality and static water elevation in the monitoring wells and piezometers. The piezometers will be used to monitor the elevation of the top of the infiltration mound beneath the RIBs to check model predictions and to verify compliance with Permit limitations. GW-4, GW-5, and GW-6 will monitor the static water elevation and the water quality in the groundwater under the infiltration mound to ensure that it is not degraded by the infiltration mound, and to check model predictions regarding the magnitude of water rise. The Permittee has also stated the intention to negotiate with downgradient residents for permission to periodically monitor water quality and static water elevation in selected residential wells, but this is not required by the Permit.

The Permit and associated regulations prohibit the degradation of groundwater or surface water. A potential for groundwater degradation posed by salts contained in the shallow alluvium is eliminated by Permit limits requiring that the RIBs are excavated at least 30 feet below the surrounding ground surface and that the water depth in the RIBs must not exceed 3 feet above the RIB floor. Attenuation test results performed by the Permittee indicate that these requirements will prevent the RIBs from degrading groundwater. Finally, although groundwater degradation is not expected, the Permittee has updated the Emergency Response Plan, which is part of the WPC operating plans incorporated into the Permit, to include a plan to address groundwater degradation, if it occurs, in such a way as to protect and minimize any adverse impacts to waters of the State.

Based on the information provided in the Permit application, as amended by subsequent submittals, and subject to the limitations in the Permit, the Project will not adversely impact the water quality in the downgradient residential wells, located approximately 2.5-4.0 miles downgradient (east) of the RIBs, but may raise the static water level at the nearest residential well a maximum of 9.3 feet, occurring 16 years after infiltration begins. Actual infiltration rates are expected to be much lower than those modeled, so the rise in groundwater at the residential wells is expected to be less than the modeled maximum. Monitoring data from monitoring wells, piezometers, flow meters, and depth gauges will be used to determine if operational changes need to be made at the RIBs or if additional modeling is needed.

The nearest known surface water is Fire Creek, approximately 0.5 mile south of the RIBs. Fire Creek is located cross gradient from the RIBs and is not expected to be affected by the Project. A required investigation for other surface water bodies (e.g., springs, seeps) was completed in a large area generally downgradient (east and

southeast) of the RIBs to establish baseline conditions prior to the commencement of infiltration. The investigation found no additional surface water bodies.

D. Procedures for Public Comment

The Notice of the Division's intent to issue a Permit authorizing the facility to construct, operate and close, subject to the conditions within the Permit, is being sent to the **Battle Mountain Bugle** newspaper for publication. The Notice is being mailed to interested persons on the Bureau of Mining Regulation and Reclamation mailing list. Anyone wishing to comment on the proposed Permit can do so in writing within a period of 30 days following the date of public notice. The comment period can be extended at the discretion of the Administrator. All written comments received during the comment period will be retained and considered in the final determination.

A public hearing on the proposed determination can be requested by the applicant, any affected State, any affected intrastate agency, or any interested agency, person or group of persons. The request must be filed within the comment period and must indicate the interest of the person filing the request and the reasons why a hearing is warranted.

Any public hearing determined by the Administrator to be held must be conducted in the geographical area of the proposed discharge or any other area the Administrator determines to be appropriate. All public hearings must be conducted in accordance with NAC 445A.403 through NAC 445A.406.

E. Proposed Determination

The Division has made the tentative determination to issue the renewed Permit.

F. Proposed Limitations, Schedule of Compliance, Monitoring, Special Conditions

See Section I of the Permit.

G. Rationale for Permit Requirements

The discharge must not degrade waters of the State. The Permittee shall treat the dewatering water prior to discharge, as necessary, to meet Division Profile I reference values. The application demonstrates that groundwater will not be degraded when the RIBs are excavated a minimum of 30 feet below the surrounding ground surface, the water depth in the RIBs is maintained at less than 3 feet above the RIB floor, and the discharge is not allowed to exceed the flow rate limits in the

Permit. Upgradient and downgradient monitoring wells are used to detect any changes in receiving groundwater quality and monitoring wells and piezometers are used to verify the predicted development of the subsurface infiltration mound. The facility is required to withstand flows from the 100-year, 24-hour storm event, and contain the 25-year, 24-hour storm event. Specific monitoring requirements and Permit limits may be found in the Permit.

H. Federal Migratory Bird Treaty Act

Under the Federal Migratory Bird Treaty Act, 16 U.S. Code 701-718, it is unlawful to kill migratory birds without license or permit, and no permits are issued to take migratory birds using toxic ponds. The Federal list of migratory birds (50 Code of Federal Regulations 10, 15 April 1985) includes nearly every bird species found in the State of Nevada. The U.S. Fish and Wildlife Service (the Service) is authorized to enforce the prevention of migratory bird mortalities at ponds and tailings impoundments. Compliance with State permits may not be adequate to ensure protection of migratory birds for compliance with provisions of Federal statutes to protect wildlife.

Open waters attract migratory waterfowl and other avian species. High mortality rates of birds have resulted from contact with toxic ponds at operations utilizing toxic substances. The Service is aware of two approaches that are available to prevent migratory bird mortality: 1) physical isolation of toxic water bodies through barriers (e.g., by covering with netting), and 2) chemical detoxification. These approaches may be facilitated by minimizing the extent of the toxic water. Methods which attempt to make uncovered ponds unattractive to wildlife are not always effective. Contact the U.S. Fish and Wildlife Service at 1340 Financial Boulevard, Suite 234, Reno, Nevada 89502-7147, (775) 861-6300, for additional information.

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