

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

February 22, 2018

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 12:00pm to 1:15pm
 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-agenized 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 February 22, 2018 Agenda Notice
- *(2) Approval of January 25, 2018 Meeting Minutes
- *(3) Approval of February 8, 2018 Meeting Minutes
- *(4) Approval of February 15, 2018 Special Meeting Minutes
- *(5) Approval of the Payment of Bills
- *(6) Approval of Payroll Change Requests

COMMISSIONERS

- *(1) Discussion only regarding the recognition of the Battle Mountain High School Wrestling Team and their 18th State Championship, and all other matters properly related thereto.

Public Comment

FINANCE

- *(2) Update from the Lander County Fiscal Officer on budget review, contracts, financial update, and all other matters properly related thereto.

Public Comment

- *(3) Update from the Lander County Treasurer, and all other matters properly related thereto.

Public Comment

- *(4) Discussion only regarding the apportionment of Net Proceeds for Lander County, and all other matters properly related thereto.

Public Comment

- *(5) Discussion for possible action to approve/disapprove a reallocation of funds for Lander County Economic Development Authority (LEDA) in an amount not to exceed \$10,000.00 to finish FY 2017/2018, and all other matters properly related thereto.

Public Comment

COMMISSIONERS

- *(6) Update from the Bureau of Land Management on BLM Regions within Nevada, and all other matters properly related thereto.

Public Comment

- *(7) Update only from the State of Nevada Department of Health & Human Services regarding the Community Health Program, and all other matters properly related

thereto.

Public Comment

- * (8) Discussion for possible action to approve/disapprove the 2017 Lander County Policy Plan for Federally Administered Lands (The Lander County Public Lands Plan) with the recommended corrections, and all other matters properly related thereto.

Public Comment

- * (9) Discussion for possible action regarding the pursuit of a Lander County Public Lands Bill resolving house cleaning issues within Lander County, and all other matters properly related thereto.

Public Comment

- * (10) Discussion for possible action to approve/disapprove the consent for the Assignment of Lease for the Aircraft Hangar Lease Agreement dated August 1, 2017 between Four Corners Real Estate, LLC and Lander County, to American Med Flight Holdings, Inc., and all other matters properly related thereto.

Public Comment

- * (11) Discussion for possible action regarding an update from the Battle Mountain Recreation Supervisor including revenues and rates, and all other matters properly related thereto.

Public Comment

- * (12) Discussion only for an additional amount of not to exceed \$72,000 to the Water & Sewer District #2 to be used in paying Day Engineering for the design portion of the Hwy 50 Water Project in Austin, Nevada, and all other matters properly related thereto.

Public Comment

PUBLIC WORKS

- * (13) Discussion for possible action to approve/disapprove the Proposal of Dog Park Regulations to be posted at the Battle Mountain Dog Park, and all other matters properly related thereto.

*Public Comment****COMMISSIONERS***

- *(14) Discussion and possible action regarding the Nevada Division of Water Resources FY 2018-19 Groundwater basin budgets and adjustments for the following basins:

- a) Boulder Flat Groundwater Basin in the amount of \$981.26;
- b) Kingston Creek (Big Smoky Creek) Groundwater Basin in the amount of \$2,470.69;
- c) Clovers Area Groundwater Basin in the amount of \$16,298.50;
- d) Humboldt River in the amount of \$20,957.98;
- e) Lower Reese River Valley Groundwater Basin in the amount of \$13,483.57;
- f) Crescent Valley Groundwater Basin in the amount of \$36,743.96;
- g) Antelope Valley Groundwater Basin in the amount of \$15,466.39;
- h) Kobeh Valley Groundwater Basin in the amount of \$6,841.50;
- i) Middle Reese River Valley Groundwater Basin in the amount of \$23,515.31;
- j) Whirlwind Valley Groundwater Basin in the amount of \$14,575.96;
- k) Upper Reese River Valley Groundwater Basin in the amount of \$3,044.30;
- l) Carico Lake Valley Groundwater Basin in the amount of \$1,994.90;
- m) Big Smokey Valley-Northern Part Groundwater Basin in the amount of \$535.33;

And all other matters properly related thereto.

Public Comment

- *(15) Discussion for possible action regarding Lander County to cover all veterinarian expenses for Dallas, the retired K-9 from the Lander County Sheriff's Department, and all other matters properly related thereto.

Public Comment

- *(16) Discussion for possible action to approve/disapprove the Lease Agreement between Lander County and the Lander County Kids Club for the building located at 150 West 3rd Street, Battle Mountain, Nevada, and all other matters properly related thereto.

Public Comment

- *(17) Discussion for possible action to approve/disapprove the Lease Agreement between Lander County and the Frontier Community Action Agency for the building located at 370 South Mountain Street, Battle Mountain, Nevada, and all other matters properly related thereto.

Public Comment

- *(18) Discussion for possible action to approve/disapprove the Lease Agreement between Lander County and the Pershing County Women, Infants and Children, for the building at 370 South Mountain Street, Battle Mountain, Nevada, and all other matters properly related thereto.

Public Comment

- *(19) Discussion only regarding Economic Planning for the future of Lander County, and all other matters properly related thereto.

*Public Comment****COMMISSIONERS CLOSED SESSION***

- *(20) Discussion regarding the Human Resources Director vacant position, and all other matters properly related thereto.

Public Comment

- *(21) Discussion only regarding Vyper Adamas and their interest in Lander County as a future production site, and all other matters properly related thereto.

*Public Comment****RECONVENE COMMISSIONERS OPEN SESSION******CORRESPONDENCE**

- *(22) 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 Executive Director 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 Executive Director of said Lander County, Nevada, being duly sworn, says, that on the 16th day of February, 2018, 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 Executive Director

Subscribed and sworn to before me this 16th day of February, 2018.

Witness



Name of Agenda: Lander County Board of Commissioners

Date of Meeting: February 22, 2018

LANDER COUNTY COMMISSIONERS MEETING
2/22/2018

Agenda Item Number __1__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion only regarding the Battle Mountain High School Wrestling Team and their 18th State Championship, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
2/22/2018

Agenda Item Number __2__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Update from the Lander County Fiscal Officer on budget review, contracts, financial update, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action: **This is a non-action item.**

Cindy Benson
Lander County Fiscal Officer



Memorandum

To: Lander County Commissioners

Date: February 22, 2018

Re: Update on budget review, contracts, financials and all other matters

Last week the Budget meetings were completed with the exception of District Court. All went well, I believe. I am excited to put the FY18/19 budget together and am looking forward to the budget workshop meetings that will be held March 13th & 14.

I received the bank reconciliations (July, 2017-January, 2018) from the Treasurer. I am currently still working on reconciling them and will send out copies of the approved reconciliations as soon as they are completed.

I also would like to update you on the Tyler Technologies conversion for the Finance Office. It is tentatively scheduled for the end of December, 2018 that we will go live on their system.

LANDER COUNTY COMMISSIONERS MEETING
2/22/2018

Agenda Item Number __3__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Update from the Lander County Treasurer, and all other matters properly related thereto.

Public Comment:

Background: **Plan of Corrective Action attached.**

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
2/22/2018

Agenda Item Number __4__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion only regarding the apportionment of Net Proceeds for Lander County, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

FY 17-18 NET PROCEEDS DIST.

Assessed Value =		Total County	County	Hospital	School	
County Only Combined Tax Rate		3,673	3,489	3,489	3,489	
Total County Net Proceeds	111.13/3.1852%=3488.95	3.1852	1.9243	0.5109	0.75	
Assessor Tech Fee/2%		116.98	67.14	17.83	26.17	111.13 Total Co. Less Fees
Commission Fee/Gen Fund 3%		2.34	2.34			
Commission Fee/Gen Fund 3%		3.51	3.51			
Total Amt. For Distribution		111.13	72.99	17.83	26.17	116.98 Total Co. with Fees

Fund	Fund Name	State Required Budget Dist.	FY 17-18 Tax Rate		Actual Distribution	FY 17-18
001	General Fund		0.0000			
	Commission Fees	3.51			3.51	001-000-38040
	China Springs	0.21	0.0029	Mandated	0.21	001-000-38045
002	Road & Bridge		0.0000			001-000-38040
003	Indigent Fund		0.0000		-	002-000-38040
004	State Medical Indigency	4.78	0.0655	Mandated	4.78	003-000-38040
	State Indigent (NACO)	1.09	0.0150	Mandated	1.09	004-000-38040
005	Ag Extension		0.0000			004-000-38041
009	Aged Services		0.0000			009-000-38040
011	Landfill	3.65	0.0500	Mandated	3.65	009-000-38040
011	Landfill					011-000-38040
012	Airport		0.0000			011-000-38040
016	DOE				-	012-000-38040
029	Bldg. & Equip				-	029-000-38040
031	Capital Acquisition	2.19	0.0300	Mandated	2.19	031-000-38040
052	Culture & Recreation		0.0000			055-000-38040
055	CCP				-	226-000-38040
226	Water					236-000-38040
236	Sewer					300-000-32223
300	Assessor Tech Fees	2.34			2.34	380-000-38040
380	Airport Capital					
	TOTAL	17.78			17.78	Our Total Distribution
		55.21				
060	Hospital				17.83	
070	School				26.17	
	TOTAL COUNTY DISTRIBUTION				61.77	
	DISCRETIONARY:					
	CCP	-				
	Bldg. & Equipment	-				
	Total Discretionary	-				
	MANDATED:					
	General Fund					
	Commission Fees	3.51				
	China Springs	0.21				
	State Medical Indigent	4.78				
	State Indigent (NACO)	1.09				
	Landfill	3.65				
	Capital Acquisition	2.19				
	Assessor Fees	2.34				
	Total Mandated	17.78				

Net Proceeds Distribution

Assessor Tech Fee	2%
Commission Fee	3%
Mandated by State	10%
School	22%
Hospital	15%
General Fund	48%
	100%

LANDER COUNTY
NET PROCEEDS TAX REVENUE
5 year Actuals

		FY 12/13	FY 13/14	FY 14/15	FY 15/16	Y6/16/17
County tax before 5%						
Total for apportionment		54,273,637.11	15,518,539.30	21,853,135.74	20,880,702.53	8,539,710.10
Less: 2% Assessor Tech Fee	300-000-32223	1,085,472.74	310,370.79	437,062.71	417,614.05	170,794.20
Less: 3% Comm. Fee/GF	001-000-38045	1,628,209.11	465,556.18	655,594.07	626,421.08	256,191.30
Less: 10% State Mandated		5,427,363.71	1,551,853.93	2,185,313.57	2,088,070.25	853,971.01
Less: 48% General Fund		26,051,345.81	7,448,898.86	10,489,505.16	10,022,737.21	4,099,060.85
Less: 22% School District		11,940,200	3,414,079	4,807,690	4,593,755	1,878,736
Less: 15% Hospital District		8,141,045.57	2,327,780.90	3,277,970.36	3,132,105.38	1,280,956.52
TOTAL		54,273,637.11	15,518,539.30	21,853,135.74	20,880,702.53	8,539,710.10

LANDER COUNTY COMMISSIONERS MEETING
2/22/2018

Agenda Item Number __5__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove a reallocation of funds for Lander County Economic Development Authority (LEDA) in an amount not to exceed \$10,000.00 to finish FY 2017/2018, and all other matters properly related thereto.

Public Comment:

Background: LEDA funds were not carried over to the FY 2017/2018 budget. This money would help LEDA continue running until the new budget for FY 2018/2019 is utilized.

Recommended Action: Approval of grant funding for LEDA.

Cindy Benson
Lander County Fiscal Officer



Memorandum

To: Lander County Commissioners

Date: February 22, 2018

Re: Line Item Transfer

Please read into the February 22, 2018 minutes the following line item transfer:

I am moving \$10,000 from the Contingency line for LEDA to cover expenditures for the remaining fiscal year 17/18.

Increase LEDA	015-000-53020	\$5,000
	015-000-59205	\$5,000
Decrease Contingency	001-050-59710	(\$10,000)



Lander County Commission Agenda Request Form

Commissioner Meeting Date: February 22, 2018

Name: Kyla Bright, Planning Coordinator Representing: Lander Economic Development Authority

Address: 50 State Route 305 Battle Mountain, NV 89820

PH Work: 775-635-2860 Fax: 775-635-1120

Which number should we call during normal business hours? Work Phone 775-635-2860

Who will be attending the meeting: Kyla Bright

Job Title: Planning Coordinator PH: 775-635-2860

Specific request to be placed on the agenda: Grant Request in the amount of \$10,000 for Lander Economic Development Authority to help with operating expenses for the remaining of FY 2017/2018.

Background information: Lander Economic Development Authority has received funds in the past through GOED that has served as operating expenses. These funds are now being forwarded to NNRDA. In addition during the budget request for FY 17/18 LEDA requested that the remaining funds be split between two line items: Travel & Training and GOED totaling a \$54,000 budget. Because of misunderstanding between the Fiscal officer at the time and the Planning Coordinator at the time, this was not done correctly leaving LEDA with only \$10,000 budgeted for FY 17/18. LEDA is now at a point that we do not have the Budgeted amount needed to complete the FY 17/18. Please see Grant and Budget request attached for further information.

What action would you like the board to take to RESOLVE THIS issue? Please consider the grant request attached to this form.

Are there any costs associated with your request?

Yes X NO

Amount \$ 10,000.00

Has this issue been discussed at a prior commission meeting?

Yes X NO

When? Feb. 8th, 2018

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 back up 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
distric attorney's office prior to agenda setting or it will not go on the agenda.
has the districtattorney's office provided the required review?

N\A

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:

Signature Kyla Bright LEDA Liaison Date: 2-14-18

The Lander County Board of Commissioners meets the 2nd and 4th Thursday of each month

LANDER COUNTY

Economic Development Authority



Grants from Lander County Request Form

This form is to be used by organizations, groups, political subdivisions, or any other entity requesting funds from Lander County. These forms will be prioritized for decisions regarding authorization of the grant. Please complete the form as completely as possible to provide information needed to analyze your request.

- 1. Please provide the name, address, and phone number of your organization and describe the nature of the business conducted by your organization. Please provide information regarding the legal existence or the organization (eg. Non-profit organization, political subdivision, citizen committee, a 501© that pertains to your organization).**

Lander Economic Development Authority
50 State Route 305
775.635.2860

This organization is a political subdivision of and an advisory board to the Lander County Commission regarding economic development in Lander County.

- 2. Please provide a complete description of the project or operations for which you are requesting assistance. Please be very specific.**

Lander Economic Development Authority (LEDA) has received funds in the past through the Governor's Office of Economic Development (GOED) that has served as LEDA operating expenses. These funds, however, were temporary. As of FY 2017/2018 GOED funds will be forwarded on to Northeastern Nevada Regional Development Authority (NNRDA). During budget request for FY 17/18 it was requested that the remaining LEDA funds be split between two line items; Travel & Training \$14,000 and GOED Grant \$40,000. Because of miscommunication and misunderstanding, this was not done and LEDA only had \$10,000 split between the two lines. Unfortunately, this has left LEDA with no budget remaining for FY17/18. LEDA is working on a grant application for the pedestrian/bike path on State Route 305 to connect to the rest of town. This will include marked paths and ten focal points with a bench, trash receptacle and light posts. We need to have surveyed maps and backup materials ready for the next grant cycle. LEDA is coming to the Lander County Commission with a request for a grant to cover these expenses for the remainder of FY 17/18.

- 3. Please provide a budget of your intended project or operations. Please indicate whether you plan for specific expenditures in your program to be paid from grant proceeds from Lander County. Please be specific.**

There are two line items that LEDA will be operating out of for the remaining of FY 17/18;

- Advertising: Budget amount of \$5,000. LEDA will be using money from the Lander County Grant for this line.
- Professional Services: Budget of \$5,000. LEDA will be using money from the Lander County Grant for this line.

4. **Please state the amount you are requesting from Lander County and describe other funding sources for the project or operation that will be used to accomplish your objectives for the plan.**

LEDA is requesting for \$10,000 from Lander County to cover supporting material expenses for the Pedestrian/Bike path connection grant application and for Advertising for the remainder of FY 17/18.

5. **Please indicate whether or not you received monies from Lander County in prior year for similar requests and please list prior grant amounts and fully describe the use of prior proceeds.**

LEDA has received grants in the past for things such as marketing, directed towards website production, basic studies, lead generation, and face to face meetings with solid lead prospects. LEDA has a remaining \$14,000 for the face to face meeting that will continue to be utilized in the future.

6. **Please provide an affirmative statement indicating that you will comply with any grant administration requirements that Lander County may establish through policies and procedures that involve status reports use of proceeds, special reports, and disbursement methods.**

LEDA will provide regular updates to the Commissioners and will include progress and status of the targeted marketing efforts, as well as comply with any additional reporting required specific to the grant requirements, LEDA is required to follow county established protocol for distribution of funds.

7. **Please include any further information about your request that will assist Lander County in analyzing your request.**

Signature

Date

LANDER COUNTY COMMISSIONERS MEETING
2/22/2018

Agenda Item Number __6__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Update from the Bureau of Land Management on BLM Regions within Nevada, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action: **This is a non-action item.**



Recent New Coverage on Proposed DOI Reorganization

1. <https://www.denverpost.com/2018/01/11/bureau-land-management-may-relocate-to-colorado/>
 - a. BLM headquarters potentially moved to CO
2. https://www.washingtonpost.com/news/energy-environment/wp/2018/01/10/interior-plans-to-move-thousands-of-workers-in-the-biggest-reorganization-in-its-history/?utm_term=.97c3927d9004
3. <https://federalnewsradio.com/management/2018/01/interior-offers-a-preview-of-its-reorganization-plan/>
4. <https://www.eenews.net/stories/1060070663>
 - a. Has the proposed map

POLITICS > NATIONAL POLITICS

Interior Department reorganization could move BLM headquarters to Colorado

Interior officials have emphasized that some Democrats in Colorado like the concept of moving BLM headquarters here



Gabriel Scarlett, The Denver Post

Wild horses graze on the Bureau of Land Management's Little Book Cliffs Wilderness Study Area on August 4, 2017 near Grand Junction.

By **JULIET EILPERIN** and **DARRYL FEARS** | The Washington Post

PUBLISHED: January 11, 2018 at 6:29 am | UPDATED: January 11, 2018 at 10:32 am

WASHINGTON – Interior Secretary Ryan Zinke launched an unprecedented effort Wednesday to undertake the largest reorganization in the department's 168-year history, moving to shift tens of thousands of workers to new locations and change the way the federal government manages more than 500 million acres of land and water across the country.

The proposal would divide the United States into 13 regions and centralize authority for different parts of Interior within those boundaries. The regions would be defined by watersheds and geographic basins, rather than individual states and the current boundaries that now guide Interior's operations. This new structure would be accompanied by a dramatic shift in location of the headquarters of major bureaus within Interior, such as the Bureau of Land Management and the Bureau of Reclamation.

As part of the reorganization, Zinke brought 150 Senior Executive Service staffers to Washington this week to explain his proposal, get their input and split them into working groups that discussed ways to streamline the Bureau of Land Management, Bureau of Reclamation, Fish and Wildlife Service and other key agencies. Participants identified alternative cities outside Washington, Denver and Albuquerque where thousands of employees could live with suitable schools and homes they can afford. The department has 70,000 employees.

3 people typing

In a Wednesday interview with The Washington Post, Zinke said reorganization is his largest priority, in addition to shoring up the National Park Service's crumbling infrastructure, with its \$12 billion shortfall for maintenance of buildings, roads, bridges and other projects.

"If you look at the way we're presently organized, all the bureaus under Interior have different regions . . . and are not aligned geographically," Zinke said. For example, a single stream with trout and salmon can fall under the view of five separate agencies, one for each fish, another for a dam downstream and yet another to manage the water, and each generate reports that often conflict.

“There’s not a lot of opportunity to work as a team,” said Zinke, a former Navy SEAL who favors military-like precision. Interior needs 13 new reorganized regions to better manage land and water, he said, and to respond to crisis as a coordinated unit.

Moving thousands of employees around the country would require congressional authorization. Zinke said the Trump administration plans to negotiate the reorganization in the upcoming budget approval process. During the Great Depression, Congress had delegated “consolidation authority” to the president but then withdrew it when the law’s sunset provision was triggered in 1984.

“There will be hearings on the Hill, briefings of committees,” Zinke said. “We want the reorganization to be bipartisan. There will be a lot of my time spent on the Hill, talking to ranking members and chairmen. In the Senate, the appropriations committee was briefed last year on what the beginning of the reorganization will look like.”

Former interior secretary Sally Jewell was one of several people with knowledge of the department who expressed doubt that such a sweeping reorganization can work.

“I’m skeptical about the reorganization and its ability to serve the public more effectively,” Jewell said in an interview Wednesday. “Interior has a broad and diverse mission.”

The department isn’t centralized in certain cities without reason, Jewell said. Agencies share real estate and leases as a cost-cutting measure. Reorganizing could come with massive costs for an agency whose budget is being dramatically cut by President Donald Trump.

“This would be from moving people, giving up leases before maturity,^{3 people typing} potential severance costs, and substantial disruption to productivity,” Jewell said in an email. In the interview, she said: “Just trying to look at a map and saying we’re going to take Interior and organize it this way may be inconsistent with the mission of Interior.”

Jennifer Talhelm, a spokeswoman for Sen. Tom Udall, D-N.M., also raised questions about aspects of the plan.

“As this process moves along, Senator Udall will listen to his constituents and pose a long list of questions – including why Secretary Zinke proposes to split New Mexico into two regions, and what impacts this proposal will have on tribes, on the department’s partners and stakeholders, and on the agency’s workforce in the state,” she said in an email.

Interior officials have emphasized that some Democrats in Colorado like the concept of moving BLM headquarters to that state, a change that would involve the relocation of about 350 federal employees. Samantha Slater, a spokeswoman for Sen. Michael Bennet, D-Colo., said in an email he is “supportive of moving more of the federal government out of Washington, particularly to the West.”

But she added that such a move would have to enhance BLM’s work, and noted, “We would expect Secretary Zinke to consult with our office, as well as communities across Colorado, prior to releasing any proposals.”

The politics of moving employees is often difficult, Jewell said. Interior sought to consolidate the BLM offices for New Mexico and Arizona because the topography of the states is so similar. “Congress came after us. You would’ve thought we were ending the world as we knew it. Politicians came out of the woodwork,” Jewell said. “You throw up your hands and say it’s not worth it. If you’re a politician it looks like your district lost and another district won.

Any attempt to undertake a broad overhaul of Interior is likely to encounter some level of congressional opposition, and several Democratic senators expressed initial skepticism about the plan.

“This proposal is concerning because it appears to eliminate the Navajo Regional Office of the Bureau of Indian Affairs,” said Sen. Martin Heinrich, D-N.M. “A change of this magnitude should only come after extensive, meaningful government-to-government consultation with the affected tribes. On its face, this looks more like a dismantling than a reorganization.”

At a budget hearing in June, Zinke defended a \$1.6 billion proposed budget cut at Interior, saying he planned to shave 4,000 positions from the workforce. In September, he said a third of Interior’s staff was “not loyal to the flag,” meaning the Trump administration. 3 people typing

Jewell cited those remarks. “I will say most people view this not as an attempt to streamline but an attempt to downsize” Interior’s workforce, she said.

Zinke said he regretted the way he framed the loyalty remark in a speech to mostly oil and gas industry executives because it left room for misinterpretation. He said reorganization is necessary and can be done.

“This is going to be a long process,” he said. He called the conference-like gathering at Interior a giant first step, “a very important meeting” where employees in field offices had “an opportunity to talk to me personally. I think most people were really enthusiastic.”

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That move would have combined the trade and commerce functions of the Commerce Department, the Small Business Administration, the Office of the U.S. Trade Representative, the Export-Import Bank, the Overseas Private Investment Corp. and the Trade and Development Agency into one department, while also folding in the Census Bureau, the Bureau of Economic Analysis and the Bureau of Labor Statistics. By contrast, the National Oceanic and Atmospheric Administration would have been transferred from Commerce to Interior. The plan failed to gain traction on Capitol Hill.

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Energy and Environment

Interior plans to move thousands of workers in the biggest reorganization in its history

By **Juliet Eilperin** and **Darryl Fears** January 10

Interior Secretary Ryan Zinke launched an unprecedented effort Wednesday to undertake the largest reorganization in the department's 168-year history, moving to shift tens of thousands of workers to new locations and change the way the federal government manages more than 500 million acres of land and water across the country.

The proposal would divide the United States into 13 regions and centralize authority for different parts of Interior within those boundaries. The regions would be defined by watersheds and geographic basins, rather than individual states and the current boundaries that now guide Interior's operations. This new structure would be accompanied by a dramatic shift in location of the headquarters of major bureaus within Interior, such as the Bureau of Land Management and the Bureau of Reclamation.

As part of the reorganization, Zinke brought 150 Senior Executive Service staffers to Washington this week to explain his proposal, get their input and split them into working groups that discussed ways to streamline the Bureau of Land Management, Bureau of Reclamation, Fish and Wildlife Service and other key agencies. Participants identified alternative cities outside Washington, Denver and Albuquerque where thousands of employees could live with suitable schools and homes they can afford. The department has 70,000 employees.

In a Wednesday interview with The Washington Post, Zinke said reorganization is his largest priority, in addition to shoring up the National Park Service's crumbling infrastructure, with its \$12 billion shortfall for maintenance of buildings, roads, bridges and other projects.

"If you look at the way we're presently organized, all the bureaus under Interior have different regions . . . and are not aligned geographically," Zinke said. For example, a single stream with trout and salmon can fall under multiple agencies, one for each fish, another for a dam downstream and yet another to manage the water, and each generates reports that often conflict.

"There's not a lot of opportunity to work as a team," said Zinke, a former Navy SEAL who favors militarylike precision. Interior needs 13 new reorganized regions to better manage land and water, he said, and to respond to crisis as a coordinated unit.

Moving thousands of employees around the country would require congressional authorization. Zinke said the Trump administration plans to negotiate the reorganization in the upcoming budget approval process. During the Great Depression, Congress had delegated "consolidation authority" to the president but then withdrew it when the law's sunset provision was triggered in 1984.

"There will be hearings on the Hill, briefings of committees," Zinke said. "We want the reorganization to be bipartisan. There will be a lot of my time spent on the Hill, talking to ranking members and chairmen. In the Senate, the appropriations committee was briefed last year on what the beginning of the reorganization will look like."

Former interior secretary Sally Jewell was one of several people with knowledge of the department who expressed doubt that such a sweeping reorganization can work.

"I'm skeptical about the reorganization and its ability to serve the public more effectively," Jewell said in an interview Wednesday. "Interior has a broad and diverse mission."

The department isn't centralized in certain cities without reason, Jewell said. Agencies share real estate and leases as a cost-cutting measure. Reorganizing could come with massive costs for an agency whose budget is being dramatically cut by President Trump.

"This would be from moving people, giving up leases before maturity, potential severance costs, and substantial disruption to productivity," Jewell said in an email. In the interview, she said: "Just trying to look at a map and saying we're going to take Interior and organize it this way may be inconsistent with the mission of Interior."

Any attempt to undertake a broad overhaul of Interior is likely to encounter some level of congressional opposition, and several Democratic senators expressed initial skepticism about the plan.

“This proposal is concerning because it appears to eliminate the Navajo Regional Office of the Bureau of Indian Affairs,” said Sen. Martin Heinrich (D-N.M.). “A change of this magnitude should only come after extensive, meaningful government-to-government consultation with the affected tribes. On its face, this looks more like a dismantling than a reorganization.”

Jennifer Talhelm, a spokeswoman for Sen. Tom Udall (D-N.M.), also raised questions about aspects of the plan.

“As this process moves along, Senator Udall will listen to his constituents and pose a long list of questions — including why Secretary Zinke proposes to split New Mexico into two regions, and what impacts this proposal will have on tribes, on the department’s partners and stakeholders, and on the agency’s workforce in the state,” she said in an email.

Interior officials have emphasized that some western Democrats like the concept of moving BLM headquarters to the region, a change that would involve the relocation of about 350 federal employees. Colorado Gov. John Hickenlooper (D), as well as Democratic Reps. Ed Perlmutter (Colo.), Jared Polis (Colo.) and Kyrsten Sinema (Ariz.), has endorsed it. Sen. Michael F. Bennet (D-Colo.) has offered qualified support for the idea.

Bennet’s spokeswoman, Samantha Slater, said in an email he is “supportive of moving more of the federal government out of Washington, particularly to the West.”

But she added that such a move would have to enhance BLM’s work, and noted, “We would expect Secretary Zinke to consult with our office, as well as communities across Colorado, prior to releasing any proposals.”

The politics of moving employees is often difficult, Jewell said. Interior sought to consolidate the BLM offices for New Mexico and Arizona because the topography of the states is so similar. “Congress came after us. You would’ve thought we were ending the world as we knew it. Politicians came out of the woodwork,” Jewell said. “You throw up your hands and say it’s not worth it. If you’re a politician it looks like your district lost and another district won.”

At a budget hearing in June, Zinke defended a \$1.6 billion proposed budget cut at Interior, saying he planned to shave 4,000 positions from the workforce. In September, he said a third of Interior’s staff was “not loyal to the flag,” meaning the Trump administration.

Jewell cited those remarks. “I will say most people view this not as an attempt to streamline but an attempt to downsize” Interior’s workforce, she said.

Zinke said he regretted the way he framed the loyalty remark in a speech to mostly oil and gas industry executives because it left room for misinterpretation. He said reorganization is necessary and can be done.

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505 Comments

Juliet Eilperin is The Washington Post's senior national affairs correspondent, covering how the new administration is transforming a range of U.S. policies and the federal government itself. She is the author of two books — one on sharks and another on Congress, not to be confused with each other — and has worked for The Post since 1998.  Follow @eilperin

Darryl Fears has worked at The Washington Post for more than a decade, mostly as a reporter on the National staff. He covers the environment, focusing on the Chesapeake Bay and issues affecting wildlife.  Follow @bydarrylfears



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Interior offers a preview of its reorganization plan



By Nicole Ogrysko (https://federalnewsradio.com/author/nicole-ogrysko/) @nogryskoWFED (https://twitter.com/nogryskoWFED)

January 15, 2018 5:59 pm

4 min read

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As agencies are expected to unveil detailed versions of their reorganization and reform plans in the president's 2019 budget proposal, due next month, the Interior Department is giving a preview.

Secretary Ryan Zinke outlined his vision for the department to Interior senior executives last week at a "Planning for the Next 100 Years Summit" in Washington Jan. 10-11.

The general plan is to organize and manage the department based on 13 broad regions across the country. Interior "regional leaders" would head up each of the 13 areas and coordinate collaboration between the department's bureaus to make "key management decisions," Zinke said.

"We're looking at reshaping our current bureau-based regional system of management and moving to a system based on ecosystems, watersheds and science, rather than the current state or regional boundaries," he said in a video (https://www.youtube.com/watch?v=BE2mnNHO6qE) message to Interior employees. "This concept will allow Interior and the participating agencies to address concerns using a system-level approach to better manage important resources such as watersheds, trail systems, infrastructure requirements, recreational access and wildlife corridors."

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Specifically, senior executives who attended the summit were asked to consider what changes the department would need to make to begin an "expeditious, smooth transition to a common regional structure," according to an agenda from last week's event.

Zinke recognized the importance of maintaining traditions among Interior's bureaus and subcomponents but said these organizations have an opportunity to work collectively on specific missions, such as permitting, recreation and environmental studies.



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INTERIOR

Maps reveal Zinke plans for historic overhaul

Scott Streater and Michael Doyle, E&E News reporters • Greenwire: Wednesday, January 10, 2018



The Interior Department is planning to divide management of federal lands into regions. Pamela King/E&E News

Interior Secretary Ryan Zinke's vision for reorganizing the Interior Department includes dividing management of millions of federal acres into 13 multistate regions along boundaries of watersheds and basins, according to maps obtained by E&E News.

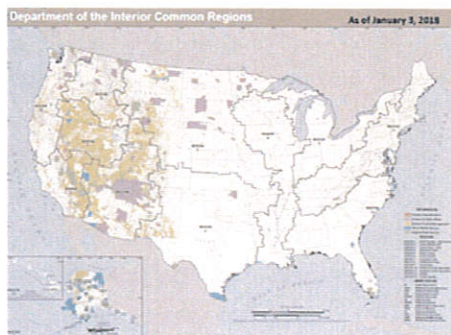
One map, which sources said was developed by the U.S. Geological Survey, outlines the boundaries of 13 regions stretching across the continental United States and Alaska, as well as the Pacific islands, Puerto Rico and the U.S. Virgin Islands.

A second map provided to E&E News shows a similar layout, but with only 12 regions.

The maps provide the most detail to date on the still-mysterious Interior Department reorganization plan that has been in the works since the opening weeks of the Trump administration, but that Zinke has discussed publicly only in broad terms. Today he met about the proposal with roughly 150 Interior senior executives gathered in Washington.

Zinke, a former Navy SEAL, has in recent months disclosed general details of the plan to senior-level employees, including the concept of establishing a dozen or more joint management areas, or JMAs, an idea based on the military's joint command structure ([Greenwire](#), Aug. 15, 2017).

The maps obtained by E&E News do not mention JMAs. But they outline a plan to divide the management of onshore lands and offshore resources into at least a dozen regions, with names like the North Atlantic-Appalachian, Colorado Basin and Northern Pacific Mountains regions, each covering hundreds of thousands of square miles extending into the Gulf of Mexico, the Atlantic and Pacific oceans, and the coast of Alaska.



[+] This map, developed by the U.S. Geological Survey, shows 13 proposed Interior Department regions: North Atlantic-Appalachian, South Atlantic-Gulf, Great Lakes-Ohio, Mississippi Basin, North Central, South Central, Colorado Basin, Northern Rockies, Great Basin, Northern Pacific Mountains, Southern Pacific Mountains, Alaska and Pacific Islands. See also [this map](#) to E&E News.

The regions, in many cases, split states like Colorado, Nevada and Wyoming into multiple sections.

For example, the South Central region on the map with 13 regions, dated Jan. 3, includes all of Texas and Oklahoma, but only the northwest corner of Louisiana and sections of Arkansas, Kansas and Missouri, as well as the southeast corner of Colorado and the eastern two-thirds of New Mexico.

The proposed North Central region includes all of North Dakota and Nebraska and most of South Dakota, but only sections of Kansas, Missouri, Iowa, Minnesota, Montana, Wyoming and the northeast corner of Colorado.

Meanwhile, California would be broken into the Northern Pacific Mountains and Southern Pacific Mountains regions in the map.

A separate director would oversee each region, and state directors and field managers from the various Interior bureaus inside each region would report to that director, sources said. The regional directors would serve two-year terms, and the position would rotate between the individual bureaus in the region, sources said.

Interior would need to establish a central headquarters for each of the dozen or more regions.

E&E News first reported on the leadership summit last week ([E&E News PM](#), Jan. 5).

Zinke spoke this morning at Interior's headquarters for more than an hour to agency employees gathered in the department's first-floor auditorium. James Cason, Interior's associate deputy secretary, also addressed employees, after which the participants began convening in a series of breakout sessions.

"The next two days, we'll be getting feedback," Deputy Interior Secretary David Bernhardt said in a telephone interview today with E&E News. "We're at the first stages of the dialogue."

Bernhardt said Zinke "laid out his vision" for the department reorganization, which includes dividing the country up into the 13 regions. So far, though, the discussions have not centered on key specifics, including potential locations for regional headquarters, employee transfers or costs.

In general, Zinke's notion is to have certain common tasks such as contracting or National Environmental Policy Act compliance handled by a region's shared staff.

"It's ... about getting more resources out to the field," Bernhardt said, adding that "the generals will be closer to the troops."

"I think there will be a quality-of-life improvement for employees," Bernhardt said.

More work to do

It's not clear whether the map with 12 regions, which is dated Oct. 26, has been abandoned. An Interior source said that the boundaries are still under development and that no final decisions have been made.

Interior is expected to reveal final details of the reorganization plan in President Trump's fiscal 2019 budget request, slated for next month.

But the maps provide insight into the development of the reorganization plan.

Zinke has stated publicly that he wants to reorganize the department to make it more efficient, and he has testified before Congress that he wants to reduce the department's workforce by 4,000 full-time jobs. He has also floated the idea of moving some agency headquarters, such as that of the Bureau of Land Management, out of Washington to Denver or another location in the West, where the vast majority of federally managed lands are located.

Dividing Interior into 13 regions would certainly be a major shift in policy.

Interior's Fish and Wildlife Service and Bureau of Reclamation, for example, are already split into regions. Indeed, most of Reclamation's current regions — including the boundaries of the bureau's Pacific Northwest and Mid-Pacific regions, and Upper and Lower Colorado regions — are similar to the regions in the reorganization map.

But the change could be significant for BLM — the federal government's largest landowner, managing nearly 245 million acres — which divides management of federal lands in its jurisdiction, with few exceptions, along state lines.

BLM has separate state offices in Alaska, Arizona, California, Colorado, Idaho, Nevada, Utah and Wyoming. New Mexico's state office shares a relatively small number of federal acres in Texas, Oklahoma and Kansas. Montana-Dakotas and Oregon-Washington have combined state offices.

BLM's Eastern States office covers agency-managed lands in the 31 states east of and bordering the Mississippi River. The Eastern States office also manages about 30 million acres of subsurface federal mineral estate.

The Eastern States region is broken up into four regions in the USGS proposed maps: the Mississippi Basin region, stretching the length of the Mississippi River from Minnesota and Wisconsin south to Louisiana; the Great Lakes-Ohio region; the North Atlantic Appalachian region; and the South Atlantic Gulf region.

Firestorm coming?

The issue with BLM boundaries and how that affects management of federal lands is certain to prompt scrutiny from members of Congress and Western governors.

Governors in the West have traditionally supported a single BLM state office, with one state director with whom their staff can coordinate on issues or problems. Any BLM move away from state boundaries is almost certain to encounter stiff resistance from congressional leaders from both parties.

Yet the regional approach would divide states into numerous regions.

A prime example is Colorado, which according to the maps would be broken into three regions — the Colorado Basin, North Central and South Central regions.

Another example is New Mexico, which would mostly be part of the South Central region. But the Western end of the state would be split into the Colorado Basin region.

Arizona would stay intact, wholly inside the Colorado Basin region. But that region would include portions of Nevada and Utah to the north, and New Mexico to the East.

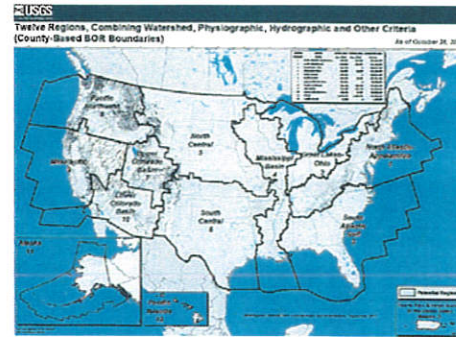
Altering BLM jurisdiction in individual states has been controversial in the past.

A move by the Obama administration's BLM nearly three years ago to merge the agency's New Mexico and Arizona state offices had to be abandoned after a firestorm of complaints from bipartisan lawmakers, including Rep. Raúl Grijalva of Arizona, the House Natural Resources Committee's top Democrat.

BLM officials said when introducing the merger proposal in March 2015 that it was designed to cut costs and keep more staff in the field.

By September of that year, the agency was forced to withdraw the proposal ([E&E News PM](#), Sept. 11, 2015).

Lawmakers, particularly those from Arizona and New Mexico, feared that consolidating the offices — each with several hundred employees — would distance BLM from its constituents. Congressional delegations, like governors, prefer having their own BLM state office overseeing resource issues, rather than having to call across state lines to a regional director.



[H] An earlier version of the map shows 12 proposed Interior Department regions. U.S. Geological Survey

The House Appropriations Committee in June 2015 advanced a spending bill for the Interior Department with report language blocking the merger.

Even though very few details about Zinke's latest reorganization proposal have been shared with the general public, the Western Energy Alliance has already raised concerns about aspects of the reorganization involving BLM.

Kathleen Sgamma, the alliance's president, stated in written testimony to a House panel last month that it is "skeptical of efforts to change BLM from a mostly state-based organization to one based on ecosystems or watersheds," and that "the best structure for the BLM is the current one, based largely on states" ([Greenwire](#), Dec. 7, 2017).

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LANDER COUNTY COMMISSIONERS MEETING
2/22/2018

Agenda Item Number __7__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Update only from the State of Nevada Department of Health & Human Services regarding the Community Health Program, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action: **This is a non-action item.**

LANDER COUNTY COMMISSIONERS MEETING
2/8/2018

Agenda Item Number _8__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove the 2017 Lander County Policy Plan for Federally Administered Lands (The Lander County Public Lands Plan) with the recommended corrections, and all other matters properly related thereto.

Public Comment:

Background: **Attached**

Recommended Action:

Lander County 2017 Policy Plan for Federally Administered Lands



Prepared by:

The Lander County Public Land Use Advisory Planning

Adopted by the Lander County Public Land Use Advisory Planning Commission:
December 4, 2017

Adopted by the Lander County Planning Commission: December 6, 2017

Adopted by the Lander County Board of County Commissioners: February 22, 2018

- h. The Plan enables the federal land management agencies to better understand and respond to the concerns and needs of Lander County.
- i. Planning, effective communication and coordination by Nevada's governments, in concert with its citizens, can establish a set of policies for the proper use of these lands and to take advantage of the consistency language in Section 202(c)(9) of the Federal Land Policy and Management Act (FLPMA).
- j. Section 202(c)(9) governs BLM Planning and directs the BLM to give consideration to appropriate state, local, and tribal plans in the development of land use plans for federally administered lands.
- k. The BLM is to provide for meaningful public involvement of state and local government officials in the development of land use plans, regulations and decisions for federally administered lands.
- l. The BLM will review each Resource Management Plan (RMP) and proposed federal action for consistency with the Lander County Policy Plan for Federally Administered Lands and will attempt to make the RMPs and proposed actions compatible with the Plan to the extent that the Secretary of the Interior finds consistent with federal law and the purpose of FLPMA.

Forest Service Regulations for Land Management Planning and for implementing the National Environmental Policy Act (NEPA) requires that the Forest Service determine the consistency of any project proposal with state and/or local laws and plans.

- m. The agency is required to describe any inconsistencies and the extent to which the agency would reconcile its proposal with the state/local laws and plans. This consistency review is also provided for by the Council of Environmental Quality (CEQ) regulations (40 CFR 1506.2(d)) developed to implement NEPA.

III. PROCESS

The Plan revision involved a review of the 2012 plan to determine changes and additions needed to reflect current conditions and needs. The following is a summary of the process to adopt the 2017 Plan:

The PLUAPC reviewed and discussed revisions to various elements at regularly scheduled meetings during the Spring and Fall of 2017. Elements of the draft were presented beginning May 1, 2017 PLUAPC meeting in Battle Mountain. The PLUAPC held an official public review meeting on December 4, 2017 and recommended approval of the Plan. The Lander County Planning Commission reviewed the Draft Plan on November 8, 2017.

Table 12 summarizes major recreational facilities in Lander County.

TABLE 12 Recreation Profile for Lander County			
Recreation Facility	Number	Recreation Facility	Number
Playfields	8	Outdoor Swimming Pools	2
City and County Parks	7	State Parks	0
Tennis Courts	2	Golf Courses	1
Playgrounds	*	Developed Picnic Areas	3
Developed Campgrounds	7	Primitive Picnic Areas	Numerous County wide
Primitive Campgrounds (BLM & FS)	Numerous County wide	Motorized and Non-motorized Trails	500+ miles
Historic Sites	11	Mountain Bike Trails	100+ miles
* Playgrounds are included in the total for parks Source: BLM, USFS, Lander County 2017			

Opportunities for water-based recreation such as boating, fishing, waterskiing, swimming (not pools) etc:

Willow Creek Pond Kingston
Willow Creek
Humboldt River

Kingston Creek and Groves Lake
Rock Creek
Big Creek, Birch Creek

Major Recreation Areas/Sites in the County:

Kingston Canyon Recreation Area
Mill Creek Recreational Area
Spencer's Hot Springs
Copper Canyon Mountain Bike Trail
Austin Mountain Bike Trails
Lewis Canyon

Groves Lake
Toiyabe Crest Trail
Dry Canyon Trail
Big Creek/Big Creek Campground
Shoshone OHV Trail

Notable Trends in Outdoor Recreation in Lander County:

Lander County residents' recreational activities include hunting, fishing, birding, camping, OHV use, and many others. Golfing has become popular with the Battle Mountain golf course. The interest in mountain biking and organized horse trail rides is increasing. An OHV Travel Guide has been developed to advertise the County's many miles of roads and trails. An update needs to be completed.

The county provides outstanding opportunities for a variety of outdoor activities for both local residents and visitors. Fishing, hunting, along with primitive camping/picnicking and driving for pleasure are major activities enjoyed, along with rockhounding, off-highway vehicle racing, off-highway recreational vehicle use,

Table 14 - Recreational Activities: Planning Region VI
(Humboldt, Lander and Pershing Counties)

Recreation Activity	Percentage
Lake Fishing	52
Stream Fishing	49
X-Country Skiing	3
Snowplay	29
Snowmobiling	8
Game Hunting	33
Bird Hunting	32
Pleasure Driving	78
Off-Road Vehicles	52
Exploring	49
Picnicking	77
Tent Camping	38
Vehicle Camping	46
Backpacking	15
Hiking/walking	69
Source: 1995 and 2003 Statewide Comprehensive Outdoor Recreation Plan	

VIII. WILDERNESS

There is no Congressionally designated Wilderness area in Lander County. The BLM has recommended Wilderness designation for one area in the county, the Desatoya Mountains. Congress has not acted on any BLM recommendation. BLM Wilderness Study Areas (WSA) within Lander County include:

BLM WSA	WSA Number	County	BLM Recommendation	Acres
1) Augusta Mountains	NV-030-108	Lander/Pershing	Non-wilderness	89,372
2) Simpson Park	NV-060-428	Lander/Eureka	Non-wilderness	49,670
3) Desatoya Mountains	NV-030-110	Lander/Churchill	Wilderness	43,180
	NV-030-110		Non-Wilderness	8,222
Total				190,444

IX. AGRICULTURE AND LIVESTOCK PRODUCTION

Lander County had 124 farms or ranches in 2012, ranking Lander County 10th among Nevada's 17 counties. Table 10 lists county values of production for crops (including hay) and nursery, livestock and poultry, and total value of production. In 2012, Lander County's crop and nursery value of production was \$27,088,000. Included in Table 15 is the total value of livestock and poultry production for Lander County in 2012, which was \$12,228,000. Lastly, from Table 15, the total value of agricultural production for Lander County in 2012 was \$39,256,000, ranking Lander County 8th (same as 2007) among Nevada's seventeen counties. Livestock and hay production represent key

- Policy 15-8:** Protect and promote the Pony Express Trail corridor as a cultural and recreational resource.
- Policy 15-9:** Protect water quality and water for recreational fisheries in Kingston Creek, Big Creek, Mill Creek and other important water resources. Impacts to stream flows affected by development on public lands should be fully mitigated.
- Policy 15-10:** Support hunting and fishing as recreational resources and as a multiple use of federally administered lands. Lander County endorses the State's programs to provide sustained levels of game animals.
- Policy 15-11:** The establishment of new specially designated lands (i.e. National Recreation Areas, National Conservation Areas, Wildlife refuges, wilderness, State parks, etc.) is strongly opposed without consent from Lander County.
- Policy 15-12:** The USFS and Nevada Division of Wildlife should update or develop a new Kingston/Big Creek Canyon Plan which provides for future improvements and facilities to accommodate the increasing use and popularity of the area. Lander County continues to support the development of the Forest Service Administrative site in Kingston Canyon.
- Policy 15-13:** Development of recreation facilities and sites shall be consistent with the Lander County Master Plan.
- Policy 15-14:** Lands Identified for recreation and public purposes include:
Town of Austin Water Tank
Austin Historic Railroad Turntable
Austin Shooting Range
Austin Airport Lands
- Policy 15-15:** Primitive campsites and day use sites should be allowed. If significant resource damage is occurring, BLM and USFS should seek recommendations and consultation for management action from PLUAPC.
- Policy 15-16:** Lander County supports additional improvements at Spencer's Hot springs area to better accommodate increasing use at the site and to maintain public health and safety.

SG.4.6 Given the potential for beneficial gains to enhanced protection of habitat areas (especially for the management of fine fuel loads and invasive plants), properly managed livestock grazing should be the focus rather than grazing prohibition.

SG.5 Coordination and Consultation with Local Agencies is Critical and Required.

SG.5.1 Coordination with local governments is mandated and guaranteed regardless of cooperating agency status and regardless of formal comment being submitted by a local government during the official public scoping period (see 40 CFR § 1501.6 and § 1508.5). This relationship should extend beyond BLM merely informing local agencies of pending actions.

SG.5.2 The notice of intent for the Western Region Sage Grouse Conservation Environmental Impact Statement and Land Use Plan Amendments invites the public *"to nominate or recommend areas on public lands for greater sage-grouse and their habitat to be considered as Areas of Critical Environmental Concern as part of this planning process."* Public notice and opportunity for comment shall be required before any such areas are designated in Lander County.

SG.5.3 Annually, the BLM, NDOW, USFS, and the US Fish and Wildlife Service should provide updates on recovery efforts both regionally and in Lander County. Such agencies should report on monitoring, data collection, populations, and measurable progress toward established goals for the Sage Grouse.

SG.5.4 Lander County will designate a government agency/representative to be the primary point of contact for Sage Grouse related activity.

SG.6 Lander County supports the prohibition of Sage Grouse hunting in priority PMUs such as the Fish Creek Mountains, and the Battle Mountains. Additional areas should be reviewed and considered for further restrictions especially in areas being considered for additional protective measures.

SG.7 Conservation activities and other measures imposed to protect sage grouse shall minimize adverse impacts to important economic sectors in Lander County such as mining, agriculture, recreation, and other natural resource development. Appropriate alternatives for conservation activities shall be considered and discussed before being implemented.

LANDER COUNTY COMMISSIONERS MEETING
2/22/2018

Agenda Item Number __9__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding the pursuit of a Lander County Public Lands Bill resolving house cleaning issues within Lander County, and all other matters properly related thereto.

Public Comment:

Background: This bill would resolve house cleaning issues within Lander County such as EPA requirements for municipal ownership of 40 acres around well heads, land issues with the Battle Mountain Golf Course, industrial lands adjacent to the Austin Airport, and others, including discussion resolving Wilderness Study Areas.

Recommended Action: Approval to pursue a Lander County Public Lands Bill.



Nilla Fuller <dfuller@landercountynv.org>

Fwd: Lands Bill - Agenda

1 message

kwestengard <kwestengard@landercountynv.org>
To: Nilla Fuller <dfuller@landercountynv.org>

Tue, Feb 6, 2018 at 5:31 PM

For the 2/22 meeting please

Keith Westengard
Executive Director
Lander County, Nevada
(775) 635-5595 Direct Office
(775) 635-3334 Direct Fax
(775) 455-7653 Mobile

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: frank whitman <fbwnv@nvols.net>
Date: 2/6/18 3:56 PM (GMT-08:00)
To: Keith Westengard <kwestengard@landercountynv.org>
Subject: Lands Bill - Agenda

For the Lander Co. Commissioners meeting of Feb 22 2018

The Lander co. PLUAC requests direction and action on pursuing a Lander Co. Public Lands Bill. This bill would resolve house cleaning issues within Lander Co. such as EPA requirements for municipal ownership of 40 acres around well heads, land issues with the B.M. Golf Course, industrial lands adjacent to the Austin Airport, and others, including discussion resolving Wilderness Study Areas.

Submitted

Frank Whitman
Chair/PLUAC

LANDER COUNTY COMMISSIONERS MEETING
2/22/2018

Agenda Item Number __10__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove the consent for the Assignment of Lease for the Aircraft Hangar Lease Agreement dated August 1, 2017 between Four Corners Real Estate, LLC and Lander County, to American Med Flight Holdings, Inc., and all other matters properly related thereto.

Public Comment:

Background: **Attached.**

Recommended Action:

Nilla Fuller <dfuller@landercountynv.org>

Re: BM Airport hanger

2 messages

Chris GMail <chrisdwebb@gmail.com>

Mon, Feb 5, 2018 at 1:47 PM

To: Nilla Fuller <dfuller@landercountynv.org>

Hi Nilla & Keith,

In doing our taxes and talking with our account we have learned that we need to put the Land Lease in the name of one of our other entities. Our company American Med Flight Holdings needs to be on this Lease.

We have done an assignment with a consent that needs signed by the county hoping that the County will approve.

Please let me know if their is an issue. Thanks,

Chris Webb
Chief Operating Officer
Allied Solutions Group, Inc.
(435) 459-4750
chrisdwebb@gmail.com

On Aug 15, 2017, at 3:56 PM, Nilla Fuller <dfuller@landercountynv.org> wrote:

Thank you for the information. I guess they need the square footage of the actual property, not just the hanger.

Nilla Fuller
Lander County Executive Assistant
(775)635-2885

On Thu, Aug 10, 2017 at 7:55 AM, Chris GMail <chrisdwebb@gmail.com> wrote:

Nilla,

The hanger is 60x60 or 3,600 feet

We leased the underling land from the county almost 20 years ago and built the hangar new at that time

We do not have a legal description of the property. I have attached the land lease - you will see the exhibit to the lease that identifies the lease hold. Very unsophisticated, though it was 20 years ago.

Let me know if you need anything more. Thanks,

Chris Webb
Chief Operating Officer

Allied Solutions Group, Inc.
(435) 459-4750
chrisdwebb@gmail.com

On Aug 9, 2017, at 3:38 PM, Nilla Fuller <dfuller@landercountynv.org> wrote:

Keith will need the following information to move forward.

Total square footage of the hanger?
How did 4 Corners obtain the building? Was it a conveyance or did you purchase the building?
Legal description of the building.

Once we get this information we can move forward with the land lease agreement. Let me know if there is anything else I can help you with.

Nilla Fuller
Lander County Executive
Assistant
(775)635-2885

Chris GMail <chrisdwebb@gmail.com>
To: Nilla Fuller <dfuller@landercountynv.org>

Mon, Feb 5, 2018 at 1:58 PM

Nilla - forgot the attachment

Chris Webb
Chief Operating Officer
Allied Solutions Group, Inc.
(435) 459-4750
chrisdwebb@gmail.com

On Feb 5, 2018, at 2:47 PM, Chris GMail <chrisdwebb@gmail.com> wrote:

Hi Nilla & Keith,

In doing our taxes and talking with our account we have learned that we need to put the Land Lease in the name of one of our other entities. Our company American Med Flight Holdings needs to be on this Lease.

We have done an assignment with a consent that needs signed by the county hoping that the County will approve.

Please let me know if their is an issue. Thanks,

Chris Webb
Chief Operating Officer
Allied Solutions Group, Inc.
(435) 459-4750
chrisdwebb@gmail.com

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Lander County Executive
Assistant
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Let me know if you need anything more. Thanks,

Chris Webb
Chief Operating Officer
Allied Solutions Group, Inc.
(435) 459-4750
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lease agreement. Let me know if there is anything else I can
help you with.

Nilla Fuller
Lander County Executive
Assistant
(775)635-2885



FCRE Lease Assignment Lander County - Battle Mtn.pdf
287K

ASSIGNMENT OF LEASE

Four Corners Real Estate, LLC, hereinafter referred to as "Assignor", for value received, does hereby assign, set over, and transfer all right, title and interest to that certain Aircraft Hangar Lease Agreement dated August 1, 2017, by and between Lander County a political subdivision of the State of Nevada and Assignor as successor in interest for the underlying land lease known as Parcel 11-240-08 as described in the Lease along with all supplements and amendments thereto hereinafter referred to as "Lease", to American Med Flight Holdings, Inc., hereinafter referred to as "Assignee".

This Assignment of Lease is and shall be subject to the same requirements, terms and conditions of Lease, all of which Assignee assumes. Assignee intended use of the premises shall be for conducting certain air transportation services, including air medevac, medical charters, and associated services, and for maintenance, aircraft parking, etc. for Assignee.

Agreed to this 1ST day of FEBRUARY, 2018.

ASSIGNOR:
FOUR CORNERS REAL ESTATE, LLC

By: [Signature]
Its: MEMBER

ACCEPTANCE OF ASSIGNMENT OF LEASE

American Med Flight Holdings, Inc., as Assignee in the above Assignment of Lease regarding Lease hereby accepts the foregoing Assignment of Lease from Assignor and also accepts responsibility for all of the Assignor's obligations under Lease thereto.

Agreed to this 1ST day of FEBRUARY, 2018.

ASSIGNEE:
AMERICAN MED FLIGHT HOLDINGS, INC.

By: [Signature]
Its: PRESIDENT

CONSENT TO ASSIGNMENT OF LEASE


Lander County, a political subdivision of the State of Nevada is the Lessor of Lease hereby consents to the foregoing Assignment of Lease from Four Corners Real Estate, LLC., and Assignee American Med Flight Holdings, Inc.

Agreed to this _____ day of _____, 2018.

LESSOR:
LANDER COUNTY

By: _____
Theodore C. Herrera

Attest: _____
County Clerk

DOC # 0281346
09/15/2017 03:08 PM
Official Record
Recording requested By
LANDER COUNTY CLERK
Lander County - NV
Lesley Bunch - Recorder
Fee: Page 1 of 13
RPTT: Recorded By: NA
Book- 695 Page- 0938

0281346

RECORDING REQUESTED BY: LANDER COUNTY CLERK'S OFFICE

ADDRESS: 50 STATE ROUTE 305

CITY/STATE/ZIP: BATTLE MOUNTAIN, NV 89820

**Lease Agreement between Four Corners Real Estate and Lander County for the
airport hangar located at Battle Mountain Airport.**

September 14, 2017 Commissioners Meeting

Item #3

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

This cover page must be typed or printed.



AIRCRAFT HANGAR LEASE

This Agreement, made this 15 day of August, 2017, by and between Lander County, a political subdivision of the State of Nevada, hereinafter referred to as "County", and Four Corners Real Estate, LLC of South Jordan, Utah, hereinafter referred to as "Lessee".

WITNESSETH:

1. County, for and in consideration of the rents hereinafter reserved, and of the covenants and agreements herein contained on the part of the Lessee to be kept and performed, leased, and does demise and lease, to the Lessee, located in Lander County, State of Nevada, known and described as follows:

A section of property to house an aircraft hanger (60x60 or 3600 square feet), located within S2NW4, Section 35, Township North, Range 45 East, Parcel 11-240-08

See Exhibit "A", attached hereto and incorporated herein by reference.

To have and to hold the same, with the appurtenances, for a period of two years (2) unless said term shall be sooner terminated or extended as herein provided, the Lessee yielding possession and agreeing to pay rental and other charges therefore, as hereinafter provided. Notwithstanding any other provision of this contract, either party may terminate this agreement, with or without cause, upon one thirty (30) days notice to the other party.

2. The Lessee, in consideration of the demising and leasing of said premises by the County, hereby covenants and agrees to pay to said County, as rent for said demised premises, a yearly rental per the following schedule:

Lessee shall pay an amount equivalent to ten cents (\$.10) per square foot of space utilized by Lessee, (60x60 or 3600 square feet = \$360.00/per year) and described above. Lessee agrees that these charges shall also apply to any additional areas that Lessee may add to the original premises under this Agreement.

Said rental is to be paid annually, in advance, on or before the anniversary date of this Agreement on each and every year of said term.

3. Lessee and County further covenants and agrees that Lessee may use the building for any use permitted within the site's zoning. Lessee shall maintain said hangar in good repair. Lessee further covenants that in no event shall Lessee do any act, or omit to do any act, which shall result in any lien, or claim being made, or remaining on record, against the land or against County.



4 Notwithstanding any other term and condition of this Lease, it is expressly understood and agreed that the above mentioned building, and any and all other improvements installed upon the real property shown in Exhibit "A", shall be and remain personal property of the Lessee, and not real property affixed to the land to the extent it can be removed without damaging the premises. The Lessee shall have the right to remove the building and personal property from the premises within sixty (60) days after the expiration of the Lease term or within sixty (60) days after this Agreement expires if the Lease terminates prior to the expiration of the Lease term. Upon failure to remove any building(s) within such sixty (60) day period, such building(s) and other improvements can be deemed abandoned by County and shall become the property of County without further action of any nature by County being required.

5. The Lessee hereby expressly assumes full responsibility for all damages and injury which may result to any person, or to adjoining property, maintenance of said building or buildings, and agrees and covenants to hold County harmless from any such claim or claims made at law or in equity; and to that end, said Lessee agrees to take out, or cause to be taken out, liability insurance to comply with the provisions of the laws of the United States, State of Nevada, or Lander County, during the operation, utilization or alteration of any such building or buildings. County shall be named as an additional insured on the liability insurance policy. The policy shall be in the amount of two million dollars (\$2,000,000.00). The policy shall also contain a clause that it may not be cancelled unless County receives ninety (90) days prior written notice of the proposed cancellation.

6. The Lessee further agrees and covenants that he will at his own expense, keep and maintain such building and every building which may thereafter be erected and all appurtenances belonging or appertaining thereto, in good and substantial repair and in a clean and sanitary condition, and will always keep and maintain said demised premises, and every building erected during said term in conformity to and in compliance with all law, ordinances, rules and regulations of Federal, State and County authorities having jurisdiction.

The Lessee agrees and covenants that he will not use, commit, permit or suffer any violation of such laws, ordinances, rules and regulations and will protect, indemnify, and forever save and keep harmless County from and against any penalty, fine, damage, expense or charge imposed, assessed or incurred for any violation or breach of any such laws, ordinances, rules and regulations occasioned by the act, neglect or omission of the Lessee, Lessee's agent, representative or employee, or by any occupant of the premises.

Lessee will also protect and indemnify and forever save and keep harmless County from and against any loss, cost, damage and expense, including reasonable attorney and counsel fees occasioned by or arising out of any breach or default in the performance and observance of any of the provisions, conditions, covenants and stipulations of this Agreement, or occasioned by or arising out of any accident, wrong, or other occurrence causing or inflicting injury or damage to any person whomsoever, or whatsoever, happening or done in or about or upon premises, or due, directly or indirectly, to the use and occupation of said demised premises or the construction of a building or other improvements thereon by the Lessee.



The Lessee further covenants and agrees that County, or its agents may, at all reasonable times, have free access to said demised premises and through any building, or any part thereof, when accompanied by and in the presence of the Lessee or its Agent, for the purpose of examining or inspecting the conditions thereof or of the exercising any right or power reserved to County under the terms and provisions of this Lease. If Lessee denies access or ignores a reasonable request for access, then the County shall have the right to enter and inspect the property after seventy-two (72) hours written notice.

The Lessee further covenants and agrees that he will be responsible for and pay all taxes, including taxes on the improvements.

The Lessee further covenants and agrees that he will not do, or permit to be done, in, to or upon said premises, any act or thing which will invalidate any insurance policy to this agreement. The Lessee will not permit any building or improvement to be put, kept or maintained on said premises in such condition or so occupied that the same will not be insurable.

7. The Lessee further covenants and agrees that Lessee will not assign or sublet this Lease, or any interest therein, without first having obtained the written consent of County, and presenting documentation to County that the proposed assignee of sub lessee has met all insurance requirements contained herein; such consent shall not be unreasonably withheld. If County has not made any written objections within thirty-five (35) working days after having been informed of the proposed assignment or sublease, such failure to object shall be deemed an approval of the assignment or sublease.

Any approval granted by County shall not be construed as a waiver of County's rights regarding proposed subsequent assignments or subleases.

8. County hereby covenants and agrees that upon the Lessee, paying said rent in the manner contained herein and performing the other covenants, terms and conditions of this Lease may and shall have the right, at all times during the term of this Lease, to quietly and peacefully hold, possess, use, occupy, and enjoy said lease land and premises and all improvements which may from time to time be placed thereon under and by virtue of this Lease.

9. In the event the Lessee, his successors or assigns, default in the payment of the rent when due and such default shall continue for thirty (30) days after notice in writing to either the Lessee, his successors or assigns, or if default other than in the payment of said rent shall occur and said default shall continue for thirty (30) days after the written notice thereof to Lessee, his successors or assigns, then and in either of any such events, County may, at its election, declare the said term ended and either with or without process of law, re-enter, and expel, remove and put out, using such force as may be necessary in doing so, to repossess and enjoy as in its first and former estate, without prejudice to any rights or remedies, whether by statute or common law, which might be used for recovering arrears in rent or for breach of any term, covenant or condition of this Lease. Such entry or repossession, or such expulsion or removal, whether by direct act of said County or



through the medium of legal proceedings for that purpose instituted, shall not terminate this Lease, except at the election of County, nor release the Lessee from any liability for the payment of any rent stipulated to be paid by this Lease or the performance or fulfillment of any other conditions or covenants herein contained.

10. If, for any reason other than for County convenience, the airport is closed by County, the Lease shall be terminated and the Lessee, at his sole expense, will be allowed ninety (90) days to remove any structures he has erected on the leased premises. If the closure is done for County convenience, then County shall reimburse Lessee for disassembling costs only.

County also agrees to compensate Lessee for disassembling, reassembling, and moving expenses if County, for its convenience, requires that the Lessee be moved to another location within the Battle Mountain Airport. If a move is required of County by order of the State of Nevada, or Federal Aviation Administration or other state or local agency said expenses shall be borne by Lessee.

11. The Lessee further covenants that if County, without any fault on its part, shall be made a party to any litigation commenced by or against said Lessee, then the Lessee shall and will pay all costs and reasonable attorney fees incurred by or imposed upon County by or in connection with such litigation; and the Lessee will pay all costs and reasonable attorney fees which may be incurred or paid by County in enforcing the covenants and agreements of this Lease.

12. It is mutually understood and agreed by and between the parties hereto that the various rights and remedies herein contained and reserved to County shall not be considered as exclusive of any other right or remedy, but same shall be construed as cumulative, and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. Additionally, the parties agree that this agreement shall be governed by the laws of the State of Nevada with the venue being in Lander County and that neither arbitration nor mediation shall be required hereunder. However, both parties also agree to sit down and negotiate their differences in good faith and in a spirit of friendly cooperation before resorting to litigation of any portion of this agreement – other than eviction for failure to pay rent – unless time does not admit of delay. In the event that any provision of this Agreement shall be held invalid or otherwise unenforceable, the remaining provisions of this Agreement shall be valid and binding on the parties hereto. Neither the County nor Lessee shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

13. County and Lessee further covenant and agree that each of the expressions, admissions, agreements, requirements, and obligations of this Lease shall extend to and bind or inure to the benefit of not only the parties hereto, but to each and every one of the heirs executors, administrators, representatives, successors and assigns of County and Lessee; and further, that whenever in this Lease reference to either County or Lessee hereto is made, such reference shall be deemed and construed to include, whenever applicable, also a reference to the heirs, executors,



administrators, representatives, successors and assigns of such party the same as if in every case expressed, and all of the stipulations, admissions, agreements, conditions and covenants running with the land.

14. That the Lessee shall be responsible for any unsecured property taxes and all utility charges, including but not limited to initial hook-up and monthly charges, while this Lease is in effect. Lessee shall solely be responsible for the availability of any and all utilities to Lessee such as, but not limited to; electricity, natural gas, garbage disposal, sewer and water in the airport area. County agrees to allow Lessee to connect to the airport water system at Lessee's expense and the parties agree to negotiate in good faith and establish a reasonable rate at a later time.

15. The Executive Director for Lander County or other designee of the Lander County Commissioners shall administer this Agreement for the County and Chris Webb shall administer this Agreement for Lessee. Each authorized representative shall have full power to bind the County or Lessee, respectively, on decisions applying to the administration of this Agreement.

All notices or official correspondence relating to this Agreement shall be made personally or by first class mail, certified, return receipt requested to:

FOR COUNTY:

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

FOR FOUR CORNER'S REAL ESTATE: Four Corner's Real Estate, LLC
C/O Chris Webb
6848 South Airport Road
West Jordan, Utah 84084

The parties may change the place to which notice is to be delivered by giving written notice hereof to the other party. Notices shall be effective unless otherwise stated herein three (3) days after being deposited in the mail as provided above, or when received if delivered personally.

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

LANDER COUNTY
LANDER COUNTY BOARD OF COMMISSIONERS


By: 
Doug Mills, Chairperson

Date: 9-14-17

Attest:

Sadie Sullivan, County Clerk and
Ex-Officio Clerk of the Board of
Commissioners of Lander County, Nevada

Approved as to Form and Legality:

Theodore C. Herrera
Lander County District Attorney

FOUR CORNER'S REAL ESTATE, LLC.

By: 
Chris Webb, Vice President/CCO

Date: 9/15/17




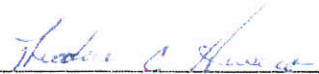
IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above-written.

LANDER COUNTY
LANDER COUNTY BOARD OF COMMISSIONERS

By: 
Doug Mills, Chairperson

Date: 9-14-17

Attest:

Sadie Sullivan, County Clerk and
Ex-Officio Clerk of the Board of
Commissioners of Lander County, Nevada

Approved as to Form and Legality:

Theodore C. Herrera
Lander County District Attorney

FOUR CORNER'S REAL ESTATE, LLC.

By: _____
Chris Webb, Vice President/CCO

Date: _____



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EXHIBIT “A”

County Plat (Copy) Photographs (3)

11-24

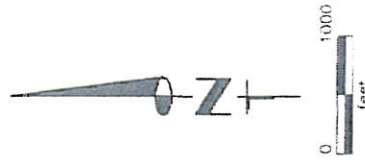
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NOTE: THIS PLAT IS FOR ASSESSMENT USE ONLY AND DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE ACCURACY OF THE DATA DELINEATED HEREON. USE OF THIS PLAT FOR OTHER THAN ASSESSMENT PURPOSES IS FORBIDDEN UNLESS APPROVED BY THE DEPT. OF TAXATION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

LANDER COUNTY

GEO -GRAPHICS 06/01/03 NJW



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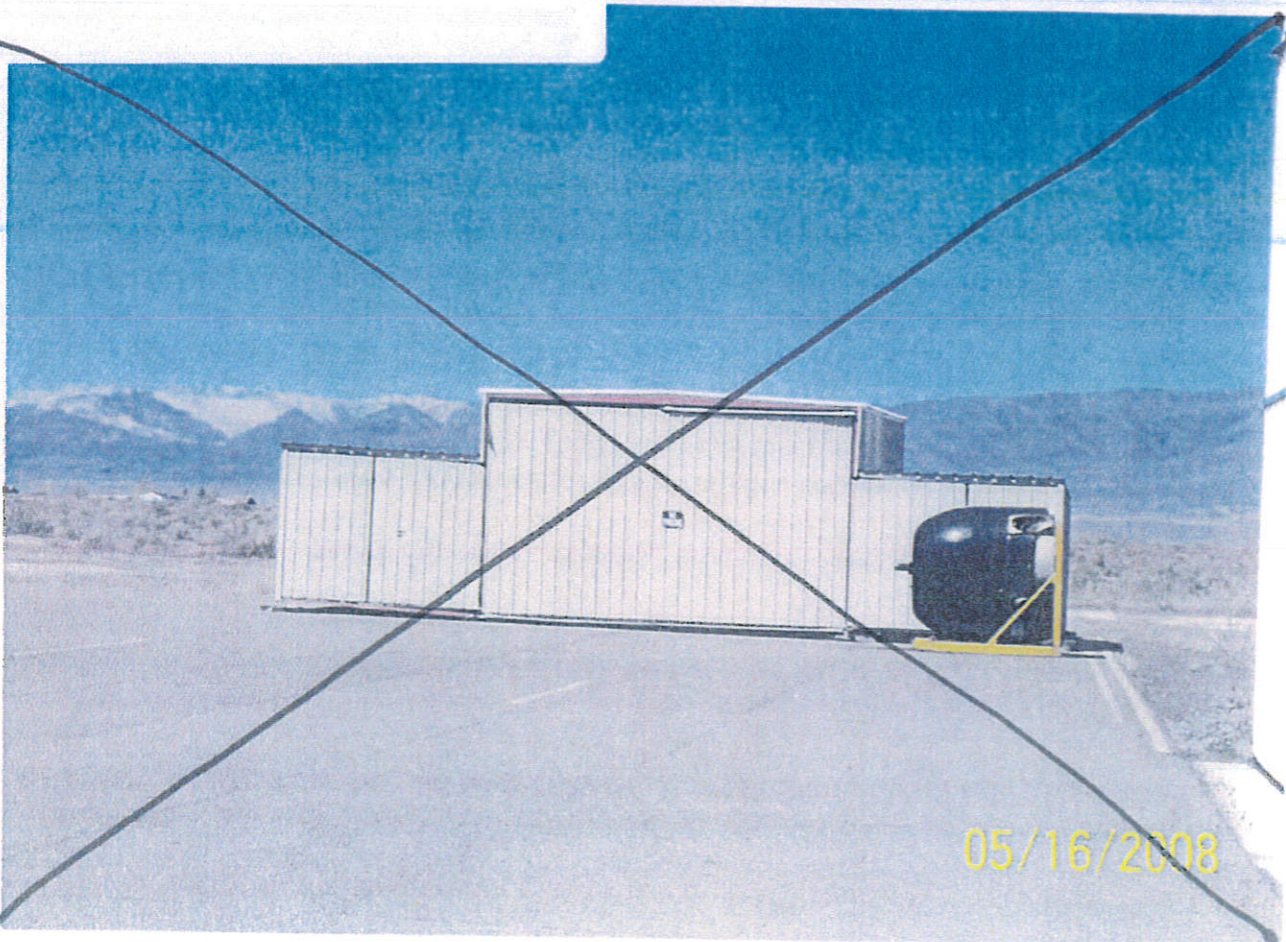
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LANDER COUNTY COMMISSIONERS MEETING
2/22/2018

Agenda Item Number _11__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding an update from the Battle Mountain Recreation Supervisor including revenues and rates, and all other matters properly related thereto.

Public Comment:

Background: **attached**

Recommended Action:

Adjustments Excluded - All Sales



Activities

Swimming

Daily Passes

Daily Passes Total:

city Reservations

1day Party (052-000-34010)

Facility Reservations Total:

REVENUE REPORT FOR 01/01/2017 to 12/31/2017

Adjustments Excluded - All Sales



Revenue Group / Activity

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC TOTAL

Fees

replace key card (052-000-34010)	0.00	0.00	0.00	0.00	0.00	0.00	5.00	5.00	0.00	0.00	0.00	20.00	10.00
family of 3 plus (052-000-34010)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	20.00

Fees Total: 0.00 0.00 0.00 0.00 0.00 0.00 5.00 5.00 0.00 0.00 0.00 20.00 30.00

Financial

LL (Till Adjustment)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-5.50	0.00	0.00	0.00	-5.50
----------------------	------	------	------	------	------	------	------	------	-------	------	------	------	-------

Financial Total: 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 -5.50 0.00 0.00 0.00 -5.50

Memberships

Punch Pass

ult punch (052-000-34010)	0.00	0.00	0.00	0.00	0.00	0.00	110.00	0.00	0.00	0.00	80.00	200.00	390.00
ild punch (052-000-34010)	0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	0.00	0.00	30.00	230.00
nior punch (052-000-34010)	0.00	0.00	0.00	0.00	0.00	0.00	60.00	40.00	20.00	40.00	35.00	20.00	215.00
in punch (052-000-34010)	0.00	0.00	0.00	0.00	0.00	0.00	250.00	0.00	0.00	0.00	0.00	0.00	250.00
ith punch 10-17 (052-000-34010)	0.00	0.00	0.00	0.00	0.00	0.00	270.00	135.00	90.00	0.00	40.00	40.00	575.00

Punch Pass Totals: 0.00 0.00 0.00 0.00 0.00 0.00 890.00 175.00 110.00 40.00 155.00 290.00 1,660.00

Regular

M 4+ (052-000-34010)	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
nily of 3 monthly (052-000-34010)	0.00	0.00	0.00	0.00	0.00	0.00	800.00	400.00	500.00	400.00	0.00	200.00	2,300.00
ith/adult (052-000-34010)	0.00	0.00	0.00	0.00	0.00	0.00	440.00	110.00	0.00	300.00	320.00	350.00	1,520.00
on (052-000-34010)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	10.00
ilt (052-000-34010)	0.00	0.00	0.00	0.00	0.00	0.00	1,430.00	715.00	585.00	260.00	0.00	0.00	2,990.00
d 5-9 (052-000-34010)	0.00	0.00	0.00	0.00	0.00	0.00	50.00	100.00	0.00	0.00	0.00	0.00	150.00
ily of 4 (052-000-34010)	0.00	0.00	0.00	0.00	0.00	0.00	1,370.00	460.00	0.00	0.00	0.00	0.00	1,830.00
ior 60+ (052-000-34010)	0.00	0.00	0.00	0.00	0.00	0.00	180.00	300.00	300.00	270.00	360.00	120.00	1,530.00
1 13-17 (052-000-34010)	0.00	0.00	0.00	0.00	0.00	0.00	180.00	60.00	0.00	0.00	0.00	0.00	240.00
ily family of 6 (052-000-34010)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,700.00	0.00	0.00	0.00	0.00	1,700.00

Regular Totals: 0.00 0.00 0.00 0.00 0.00 0.00 4,460.00 3,845.00 1,385.00 1,240.00 680.00 670.00 12,280.00

Memberships Total: 0.00 0.00 0.00 0.00 0.00 0.00 5,350.00 4,020.00 1,495.00 1,280.00 835.00 960.00 13,940.00

Grand Total All Groups: 0.00 0.00 0.00 0.00 0.00 0.00 11,902.50 10,252.00 5,248.50 3,805.00 3,294.00 3,406.50 37,908.50

Civic Center FY 16/17

Date	Description	Amount	
7/8/2016	Wedding	\$600.00	
7/16/2016	Funeral	\$0.00	
7/23/2016	Baby Shower	\$350.00	\$950.00
8/4/2016	Meeting	\$200.00	
8/5/2016	Quilt Class	\$300.00	
8/12/2016	Funeral	\$0.00	
8/13/2016	BINGO	\$0.00	
8/15/2016	Blood Drive	\$0.00	
8/25/2016	Meeting	\$375.00	
16/17 year	All School Functions	\$5,000.00	
8/23/2016	Hunter Safety	\$0.00	
16-Aug	meetings	\$2,000.00	\$7,875.00
1-Sep	Meeting	\$606.10	
16-Sep	Bike Races	\$0.00	
20-Sep	Meeting	\$200.00	
21-Sep	Meeting	\$1,141.82	
9/22/2016	Vanties	\$0.00	
9/24/2016	Victims Impact	\$0.00	
9/27/2016	Meeting	\$820.34	
9/29/2016	Chamber Luncheon	\$0.00	
9/29/2016	BINGO	\$0.00	\$2,768.26
10/1/2016	Baby Shower	\$175.00	
10/11/2016	Meeting	\$440.84	
10/12/2016	Meeting	\$269.56	
10/13/2016	Watch Dogs	\$0.00	
10/14/2016	Health Fair	\$0.00	
10/20/2016	School Testing	\$0.00	
10/28/2016	Halloween Party	\$200.00	
10/29/2016	Funeral	\$0.00	\$1,085.40
11/1/2016	Meeting	\$350.00	
11/2/2016	Career Fair	\$0.00	
Oct/Nov	Voting	\$0.00	
11/3/2016	Chukar Tourney	\$0.00	
11/7/2016	voting	\$0.00	
11/9/2016	ASVABS	\$0.00	
11/10/2016	BINGO	\$0.00	
11/11/2016	Meeting	\$750.00	
11/14/2016	ASVABS	\$0.00	
11/19/2016	Funeral	\$0.00	
11/21/2016	Funeral	\$0.00	
11/20/2016	Comm. Thanksgiving	\$0.00	
11/30/2016	Meeting	\$4,011.97	\$5,111.97
12/3/2016	Comm. Christmas	\$0.00	

12/9/2016	School Play	\$0.00	
12/15/2016	FFA BINGO	\$0.00	
12/17/2016	Funerqal	\$0.00	
12/17/2016	Movie Night	\$200.00	
12/24/2016	Naveran Xmas Party	\$500.00	\$700.00
1/7/2017	Funeral	\$0.00	
1/14/2017	Basque Festival	\$400.00	
1/16/2017	Meetings	\$2,051.57	
1/17/2017	MSHA Meeting	\$400.00	
1/17/2017	Meetings	\$450.00	
1/19/2016	Chamber Dinner	\$200.00	
1/20/2016	Meeting	\$100.00	
1/16/2017	Donuts With Dads	\$0.00	
1/18/2019	Rent dishes steam tables	\$200.00	
1/31/2017	Meetings	\$800.00	\$4,601.57
2/1/2017	Meetings	\$600.00	
2/11/2017	Crab Feed	\$200.00	
2/13/2017	Meeting	\$200.00	
2/18/2016	Baby Shower	\$200.00	
2-20/25-17	MSLA play	\$0.00	
2/28/2017	ACT test	\$0.00	\$600.00
3-1/2-17	Hunter Safety	\$0.00	
3/4/2017	Baby Shower	\$200.00	
3/6/2017	Meeting	\$350.00	
3/8/2017	Concert	\$0.00	
3-9/11-17	Meeting	\$1,500.00	
3/14/2017	Meeting	\$0.00	
3/17/2017	Cabbage Dinner	\$150.00	
3/25/2017	Hunter Safety	\$0.00	\$2,200.00
4/15/2017	Kids Club	\$200.00	
4/18/2017	Meeting	\$350.00	\$550.00
5-1/4-17	Testing	\$0.00	
5-6-187	Meeting	\$350.00	
5-5/6-17	Turkey Dinner	\$400.00	
5-11/12-17	Muffins With Mom	\$0.00	
5/21/2017	Dessert Night	\$0.00	\$750.00
6/5/2016	Senior Recognition	\$0.00	
6/8/2017	Meetings	\$500.00	
6-9/10-17	Anniversary Party	\$1,000.00	
6-16/17-17	Quincenera	\$1,500.00	
6-23/25-17	Quincenera	\$1,500.00	\$4,500.00
			\$31,692.20

Civic Center FY 17/18

Date	Desc.	Cost	
7/10/2017	BLM FIRE CREW	\$0.00	
7/11/2017	BLM FIRE CREW	\$0.00	
7/12/2017	BLM FIRE CREW	\$0.00	
7/13/2017	BLM FIRE CREW	\$0.00	
7/14/2017	BLM FIRE CREW	\$0.00	
7/15/2017	BLM FIRE CREW	\$0.00	
7/16/2017	BLM FIRE CREW	\$500.00	
7/17/2017	BLM FIRE CREW	\$500.00	
7/18/2017	BLM FIRE CREW	\$500.00	
7/19/2017	BLM FIRE CREW	\$500.00	
7/20/2017	BLM FIRE CREW	\$500.00	
7/21/2017	BLM FIRE CREW	\$500.00	
7/22/2017	BLM FIRE CREW	\$500.00	
7/23/2017	BLM FIRE CREW	\$500.00	
7/28/2017	Quensenetta	\$0.00	
7/29/2017	Quensenetta	\$500.00	
7/30/2017	Quensenetta	\$0.00	\$4,500.00
8/1/2018	School pd	\$5,000.00	
8/3/2017	Quilt Guild Show set up	\$0.00	
8/4/2017	Quilt Guilders	\$100.00	
8/5/2017	Quilt Guilders	\$100.00	
8/6/2017	Quilt Guilders	\$100.00	
8/9/2017	Newmont - Monica Sill 1/3 bldg 5am - 5pm	\$200.00	
8/10/2017	Newmont - Monica Sill 1/3 bldg 5am - 5pm	\$200.00	
8/12/2017	Funeral	\$0.00	
8/15/2017	Newmont - Monica Sill 1/3 bldg 5am - 5pm	\$200.00	
8/17/2017	Funeral	\$0.00	
8/21/2017	United Blood Drive 6am - 6pm	\$0.00	
8/23/2017	Newmont - Monica Sill 1/3 bldg 5am - 5pm	\$200.00	
8/24/2017	Newmont - Monica Sill 1/3 bldg 5am - 5pm	\$200.00	
8/26/2017	Funeral	\$0.00	
8/31/2017	Newmont - Monica Sill 1/3 bldg 5am - 5pm	\$200.00	\$6,500.00
9/2/2017	VFW - Blues Brothers Rival	\$200.00	
9/3/2017	Birthday Party 1/3 kitchen	\$200.00	
9/8/2017	Human Powered Racers	\$0.00	
9/9/2017	Human Powered Racers	\$0.00	
9/10/2017	Human Powered Racers	\$0.00	
9/11/2017	Human Powered Racers	\$0.00	
9/12/2017	Human Powered Racers	\$0.00	
9/13/2017	Human Powered Racers	\$0.00	
9/14/2017	Human Powered Racers	\$0.00	
9/15/2017	Human Powered Racers	\$0.00	
9/16/2017	Human Powered Racers	\$0.00	

9/17/2017	Human Powered Racers	\$0.00	
9/19/2017	Newmont - Monica Sill 1/2 bldg 5am - 5pm	\$350.00	
9/25/2017	Hunter Safety	\$0.00	
9/26/2017	Hunter Safety	\$0.00	
9/30/2017	Victim Impact	\$0.00	\$750.00
10/6/2017	Rosa Diaz Quensenetta - set up after 4pm	\$0.00	
10/7/2017	Rosa Diaz Quensenetta	\$500.00	
10/8/2017	Rosa Diaz Quensenetta - clean up before 12pm	\$0.00	
10/11/2017	Monica Sill - Newmont 2/3 blg 5am - 5pm	\$350.00	
10/12/2017	H.S. Vanities 8am - 9pm	School	
10/13/2017	Health Fair set up all day	\$0.00	
10/14/2017	Health Fair 6am - 12 pm	\$0.00	
10/15/2017	Missula Children theatre 3:30 pm - 8 pm	School	
10/16/2017	Missula Children theatre 3:30 pm - 8 pm	School	
10/17/2017	Missula Children theatre 3:30 pm - 8 pm	School	
10/18/2017	Missula Children theatre 3:30 pm - 8 pm	School	
10/19/2017	Missula Children theatre 3:30 pm - 8 pm	School	
10/20/2017	Missula Children theatre 3:30 pm - 8 pm	School	
10/21/2017	Missula Children theatre 3:30 pm - 8 pm	School	
10/24/2017	Newmont Kim Brannon 2/3 bldg 5am - 5pm	\$350.00	
10/25/2017	Newmont Monic Sill 2/r bldg 5am - 5pm	\$350.00	
10/26/2017	Lander Co Kids Club Movie Night	\$200.00	
10/27/2017	Lander Co Kids Club BINGO Night	\$200.00	
10/28/2017	Jamie Myers Wedding	\$500.00	
10/29/2017	Jamie Myers Clean up before noon	\$0.00	\$2,450.00
11/1/2017	H.S. Career Fair	\$0.00	
11/2/2017	Chukar Tournament	\$0.00	
11/3/2017	Chukar Tournament	\$0.00	
11/4/2017	Chukar Tournament	\$0.00	
11/5/2017	Chukar Tournament	\$0.00	
11/6/2017	Newmont - Debra Teske 1/3 bldg 7 am - 4 pm	\$200.00	
11/7/2017	4-H Year End Dinner 5pm - 8 pm	\$0.00	
11/8/2017	Newmont - Heather 2/3 bldg 5am - 5 pm	\$350.00	
11/9/2017	Geological Society - Mark full bldg 4pn - 10 pm	\$500.00	
11/11/2017	Newmont/Owl Club/Girl Scouts Community Breakfast	\$0.00	
11/13/2017	Newmont - Debra Teske 1/3 bldg 8am - noon	\$200.00	
11/14/2017	Newmont - Heather 1/3 bldg 7am - noon	\$200.00	
11/15/2017	Newmont - Heather 1/3 bldg 6am - 4pm	\$200.00	
11/16/2017	PTA Turkey BINGO all day	School	
11/17/2017	Lander Co Kids Club Movie Night 5pm - 10 pm	\$200.00	
11/18/2017	Churches Community Thanksgiving Dinner	\$0.00	
11/19/2017	Kim Cardoza - Baby Shower 1/3 bldg	\$250.00	
11/21/2017	Newmont - Kim Brannon 2/3rd bldg	\$350.00	
11/22/2017	Kathy Ancho - Family Thanksgiving	\$500.00	
11/26/2017	H.S. ASVAB Testing	School	
11/27/2017	H.S. ASVAB Testing	School	

11/28/2017	H.S. ASVAB Testing	School	\$2,950.00
12/2/2017	Community Christmas Bazzar	\$0.00	
12/3/2017	Community Christmas Bazzar	\$0.00	
12/5/2017	BLM Training - Jack Peters Full bldg	\$500.00	
12/6/2017	BLM Training - Jack Peters Full bldg	\$500.00	
12/7/2017	BLM Training - Jack Peters Full bldg	\$500.00	
12/13/2017	Newmont meeting - Dawn Waugh 2/3rd bldg	\$350.00	
12/24/2017	Naveran Christmas Party full bldg	\$500.00	
12/30/2017	Sheriff Office Retirement Party	\$0.00	
12/31/2017	Jesse Diaz - New Years Eve Dance	\$500.00	\$2,850.00
1/4/2018	HOSA BINGO	\$0.00	
1/6/2018	Funeral	\$0.00	
1/11/2018	Basque Festival		
1/12/2018	Basque Festival		
1/13/2018	Basque Festival	\$200.00	
1/14/2018	Basque Festival		
1/20/2018	Funeral	\$0.00	
1/23/2018	SMD Meeting - Kelly Baum 2/3rd bldg 5am - 5pm	\$350.00	
1/25/2018	Donuts with DADS set up	\$0.00	
1/26/2018	Donuts with DADS	\$0.00	
1/27/2018	Funeral	\$0.00	
1/30/2018	Newmont Meeting	\$350.00	\$900.00
2/9/2018	Crab Feed	\$200.00	
2/10/2018	Crab Feed		
2/27/2018	ACT TESTS	\$0.00	
2/28/2018	Blood Drive	\$0.00	\$200.00
3/3/2018	NRA Banquet	\$500.00	
3/10/2018	Dad Daughter Dance	\$200.00	
3/17/2018	Republican Convention	\$0.00	
3/24/2018	Victum Impact	\$0.00	\$700.00
4/1/2018	Bob Phillips	\$500.00	
4/21/2018	Mystery Dinner	\$200.00	
4/23/2018	NV Virtual School Testing	\$0.00	
4/24/2018	NV Virtual School Testing	\$0.00	
4/25/2018	NV Virtual School Testing	\$0.00	
4/26/2018	Chamber Dinner	\$200.00	
4/27/2018	Turkey Dinner	\$0.00	
4/28/2018	Turkey Dinner	\$200.00	
4/29/2018	Turkey Dinner	\$0.00	\$1,100.00
5/5/2018	prom	\$0.00	
5/10/2018	Muffins With MOMS	\$0.00	
5/11/2018	Muffins With MOMS	\$0.00	
5/12/2018	MOM SON Dance	\$200.00	
5/23/2018	Artist Musician JR High	\$0.00	
5/25/2018	Early Vote	\$0.00	
5/26/2018	Early Vote	\$0.00	
5/27/2018	Early Vote	\$0.00	

5/28/2018	Early Vote	\$0.00	
5/29/2018	Early Vote	\$0.00	
5/30/2018	Early Vote	\$0.00	
5/31/2018	Sober Senior Dessert night	\$0.00	\$200.00
6/1/2018	Early Vote	\$0.00	
6/2/2018	Quincinerra	\$500.00	
6/3/2018	Quincinerra		
6/4/2018	Senior Recongnition	\$0.00	
6/5/2018	Early Vote	\$0.00	
6/6/2018	Early Vote	\$0.00	
6/7/2018	Early Vote	\$0.00	
6/8/2018	Early Vote	\$0.00	
6/9/2018	Graduation Party	\$500.00	
6/10/2018	Wedding	\$500.00	
6/11/2018	Election Day	\$0.00	
6/12/2018	Election Day	\$0.00	
6/16/2018	Wedding	\$500.00	
6/30/2018	Wedding	\$500.00	\$2,500.00
			\$25,600.00

LANDER COUNTY COMMISSIONERS MEETING
2/22/2018

Agenda Item Number _12__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion only for an additional amount of not to exceed \$72,000.00 to the Water & Sewer District #2 to be used in paying Day Engineering for the design portion of the Hwy 50 Water Project in Austin, Nevada, and all other matters properly related thereto.

Public Comment:

Background: **Attached**

Recommended Action: **This is a non-action item.**

AGENDA REQUEST FORM



COMMISSIONER MEETING DATE: Feb 22, 2018

NAME Gwen Jones / Kip Helming REPRESENTING: LCCSWD 2

ADDRESS: PO Box 144, Austin NV 89310

PHONE(H): ⁷⁷⁵ 377 1375 (W): ⁷⁷⁵ 964 2676 (FAX): ⁷⁷⁵ 964 1417

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: any

WHO WILL BE ATTENDING THE MEETING Kip Helming or Gwen Jones
JOB TITLE Chairman or Secretary

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: discussion and possible action for the approval/disapproval of 72,000 to pay Day Engineering for the design portion of the Hwy 50 water project.

BACKGROUND INFORMATION We want to replace water pipe in Hwy 50 during the NDOT project in 2019. We need designs to NDOT by April 2018.

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

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST: YES ☒ NO ☐

AMOUNT: 72,000

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

WHEN? Jan 2018

HAS THIS ISSUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT HEADS YES ☒ 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 ☒ 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 ☐

THE COMMISSIONERS RESERVE THE RIGHT TO REJECT OR RECOMMEND TAPING ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

Gwen Jones

DATE 2.13.18

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

**AGREEMENT
BETWEEN
LANDER COUNTY COMBINED SEWER AND WATER DISTRICT #2
AND
DAY ENGINEERING
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, made this _____ day of February 2018, by and between LANDER COUNTY COMBINED SEWER AND WATER DISTRICT #2, hereinafter called the CLIENT, and Day Engineering, having an office at 5 East Park Street, Fallon, Nevada 89406, hereinafter called the CONSULTANT.

WITNESSETH:

WHEREAS, CONSULTANT has represented that it has the expertise and staff necessary to perform water and sewer engineering in a competent and professional manner; and

WHEREAS, CLIENT wishes to retain CONSULTANT to perform those services in conjunction with other engineering services as previously requested.

Now, therefore, CLIENT and CONSULTANT, in consideration of the mutual covenants and other consideration set forth herein, do hereby agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE CONSULTANT

1.1. The CLIENT hereby engages the CONSULTANT and the CONSULTANT hereby accepts the engagement to perform engineering to enable construction of water and sewer improvements in conjunction with the Nevada Department of Transportation's highway reconstruction project.

1.2. **PROJECT DESCRIPTION**

The project will entail all work necessary to design and manage the construction of replacement / rehabilitation of the north water main, the north sewer main, and the other improvements made necessary by the Nevada Department of Transportation highway reconstruction project within and near the Town of Austin, Nevada.

ARTICLE 2 - SERVICES OF THE CONSULTANT

2.1. SCOPE OF SERVICES

The scope of services will generally consist of the tasks delineated in Exhibit A, "Scope of Work", attached hereto and incorporated herein.

2.2. ADDITIONAL SERVICES

The CLIENT shall have the right to exercise its option(s) for any additional tasks or subtasks identified during the effective dates of this Agreement. CONSULTANT shall be informed of tasks in writing. CONSULTANT will prepare and submit an "Extra Work Order Authorization Form" (see Attachment 1) reflecting the specific additional services requested. CLIENT will review and approve the additional work and CLIENT and CONSULTANT shall concur on an estimated budget. CONSULTANT shall undertake no work on any additional task without written authorization with the performance of said task.

ARTICLE 3 - RESPONSIBILITIES OF THE CLIENT

3.1. The CLIENT will:

- 3.1.A. Upon request and without cost to the CONSULTANT, provide all information that is reasonably available to CLIENT and pertinent to the Project including surveys, reports and any other data relative to design and construction of the Project.
- 3.1.B. Provide access to and make all provisions for the CONSULTANT to enter upon CLIENT facilities and public lands, as required for the CONSULTANT to perform its work under this Agreement.
- 3.1. C. Vest the CLIENT Manager or designated representative(s) with authority to act as the CLIENT'S representative with respect to the work to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret and define the CLIENT'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.

ARTICLE 4 - PERIOD OF SERVICES

- 4.1. The period of services shall be included in the CLIENT'S Fiscal Years 2017/2018, 2018/2019, and 2019/2020 commencing on February 1, 2018 pending CLIENT authorization and ending June 30, 2020.

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

- 5.1. CONSULTANT'S fee for the work described in Exhibit A, "Scope of Work", will be based upon a lump sum of \$ 246,000.00 pursuant with the itemized cost for each separate task identified in Exhibit A – Sewer (\$ 126,000) and in Exhibit A – Water (\$ 120,000), attached hereto and incorporated herein by reference. It is understood that due to funding timing, project tasks can be authorized individually by the CLIENT.
- 5.2. Payment for work accomplished for each major task may be invoiced monthly. The CLIENT will pay approved invoices within thirty (30) days of the date of invoice. Simple interest will be paid at the rate of 1% per month on all unpaid balances not paid within ninety (90) days.
- 5.3. The CLIENT shall notify the CONSULTANT of any disagreement with any submitted invoice for consulting services within thirty (30) days of receipt of an invoice. In the event there is a dispute as to the amount owed and the matter cannot be informally resolved within a reasonable period, either party may invoke remedies allowed by this Agreement. Any amounts not in dispute shall be promptly paid as provided in Section 5.2.
- 5.4. For the work described under Article 2.2. "Additional Services", the CONSULTANT'S fee will be in accordance with Exhibit B, "Schedule of Rates and Charges for Engineering Services".

ARTICLE 6 - LITIGATION

- 6.1. Except as required by Article 9, CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of CLIENT. Compensation for litigation services shall be paid at a rate of 1.5 times the normal hourly fees indicated in Exhibit B for litigation services.

ARTICLE 7 - TERMINATION

- 7.1. This Agreement may be terminated by either party upon seven days written notice, should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party. In the event of termination, the CONSULTANT shall be paid at the rates specified in Article 5 for all services performed to the satisfaction of the CLIENT until the day termination is effective, including all reimbursements then due.

ARTICLE 8 - INSURANCE

- 8.1. The CONSULTANT shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to CLIENT that all insurance requirements have been met.
- 8.2. In conjunction with the performance of the services/work required by the terms of this Agreement, CONSULTANT shall obtain, unless excused in writing by the CLIENT, all types and amounts of insurance provided by the CONSULTANT'S insurance carrier.

ARTICLE 9 - SAVE HARMLESS

- 9.1. The CONSULTANT for itself, its successors and assigns, agrees to save CLIENT harmless from all liability and defense costs, including without limitation reasonable attorney fees incurred by the CLIENT in the defense of all claims or causes of action which may be made against CLIENT, which arise out of or in connection with the CONSULTANT's negligence, errors, or omissions in the performance of all services performed pursuant to this Agreement. Said obligation would extend to any liability to the CLIENT resulting from any action to clear any lien and/or to recover for damage to CLIENT property.

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

- 10.1. During the performance of this Agreement, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CLIENT setting forth the provisions of this nondiscrimination clause.
- 10.2. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.
- 10.3. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each contractor.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

- 11.1. CLIENT and CONSULTANT bind themselves and their successors and assigns to the other party and to the successors and assigns of such party, with respect to the performance of all covenants of this Agreement. Except as set forth herein, neither CLIENT nor CONSULTANT, shall assign or transfer interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating a personal liability on the part of any officer or agent or any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and CONSULTANT.

ARTICLE 12 - NOTICE

- 12.1. Notices required under this Agreement shall be given as follows:

CLIENT: LANDER COUNTY COMBINED SEWER AND WATER
DISTRICT #2
P.O. Box 144
Austin, Nevada 89310

CONSULTANT: Day Engineering
5 East Park Street
Fallon, Nevada 89406

ARTICLE 13 - ATTORNEY'S FEES

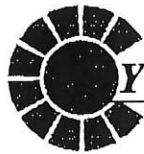
- 13.1. In the event a dispute between the parties results in any arbitration or a proceeding in any Court of Nevada having jurisdiction, the prevailing party shall be entitled to an award of costs and a reasonable attorney's fee.

ARTICLE 14 - APPLICABLE LAW

- 14.1. Venue for the enforcement of this Agreement and any amendments shall be Lander County, Nevada and all proceedings shall be governed by and construed in accord with the laws of the State of Nevada.

ARTICLE 15 - SEVERABILITY

- 15.1. If any part, term, article, or provision of this Agreement is, by a court of competent jurisdiction, held to be illegal, void, or unenforceable, or to be in conflict with any law of the State of Nevada, the validity of the remaining provisions or portions of this Agreement are not affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held invalid.



DAY ENGINEERING

5 EAST PARK STREET • FALLON, NEVADA 89406 • (775) 423-9090
P.O. BOX 651 - EUREKA, NEVADA 89316 - (775) 293-1743

"EXHIBIT A – SCOPE OF WORK - WATER"

December 29, 2017

Mr. Kip Helming, Chair
LANDER COUNTY COMBINED SEWER AND WATER DISTRICT # 2
P.O. Box 144
Austin, Nevada 89310

RE: PROFESSIONAL ENGINEERING SERVICES PROPOSAL FOR WATER MAIN REPLACEMENT ON THE NORTH SIDE OF HIGHWAY 50

Mr. Helming;

Day Engineering is pleased to submit the following professional engineering services proposal to provide design, bid assistance and construction administration services for the Highway 50 Water Main Replacement. The areas of improvements are identified as described below:

- Approximately 2,000 feet of 8" PVC pipe on the north side of Highway 50;
- 6" and 4" connections to the west side, east side, and north;
- Fire hydrant replacements;
- Water service replacements;
- Replacement of pressure reducing valve west of town;

TASK 1 – SURVEYING

\$ 10,000

Day Engineering will utilize Summit Engineering from Reno, Nevada for surveying services. They performed the surveying of the proposed Town street realignments in Austin. Surveying will include getting valve depths and locations to produce plan and profile drawings of the proposed new infrastructure improvements. USA locates will be contacted prior to surveying and all existing infrastructure will be presented on the Plans to avoid potential conflicts.

TASK 2 – 50 PERCENT DESIGN

\$ 42,000

The design includes development of Plans and Construction Documents for bidding purposes. A 50-percent design product will be provided to Lander County Combined Sewer and Water District # 2, and Lander County Public Works for review and comment prior to completion of the design in preparation of bidding. Design will include plan and profile of the water main and will also include details of pertinent components of the Project. Tie-in details as well as details for connections including hydrant and water services, trench and thrust block details will also be provided.

Construction Documents will include bid and contract documents, general and special conditions and technical specifications. The construction documents will be consistent with the previous projects recently completed. All permitting requirements with Nevada Division of Environmental Protection, Bureau of Safe Drinking Water (NDEP-BSDW) are included as well as coordinating with the Nevada Department of Transportation (NDOT) for inclusion of the plans and specs in the State highway project. A copy of the current State Prevailing Wage Rates for Lander County will be included.

TASK 3 – FINAL DESIGN

\$ 17,000

Pending the District, Public Works, and NDOT review, a final set of Plans and Specifications will be developed incorporating all comments. Two sets of Plans and Specifications will be submitted to NDEP-BSDW and NDOT for final approval. Any comments provided by the review agencies, the District and the County will be incorporated into the final set of Plans and Construction Documents for bid solicitation.

TASK 4 – BID SOLICITATION

\$ 3,000

Day Engineering will assist NDOT in advertising and soliciting bids for the project including attending the pre-bid meeting and addressing any addendums that may arise during the bidding process. Plans and Construction Documents reproduction costs are included in this task. Day Engineering will also review the NDOT bids and present a recommendation for award to the District and County based on the bid results. The water and sewer construction will bid at the same time under the direction of NDOT.

TASK 5 – CONSTRUCTION ADMINISTRATION

\$ 38,000

Construction administration includes conducting the NDOT pre-construction meeting to discuss the Contractor's proposed schedule and proposed construction plan, staging areas, system continuity plan for maintaining water service throughout the construction, maintaining public access, etc. Equipment and material submittals will be provided by the Contractor and reviewed by Day Engineering for conformance to the approved Plans and Specifications.

Construction Administration will also include full time inspections during construction including commissioning of the new water main. Daily inspections will be performed throughout the entire construction phase of the Project. The estimated duration of the construction phase is approximately 2 months. NDOT construction meetings will be attended to maintain construction schedules and Contractor questions on water main related field issues will be managed by Day Engineering. Testing results by NDOT will be finalized in a summary report and provided upon project completion.

NDOT pay requests will be reviewed by Day Engineering prior to recommendation to the District for approval and payment. Quantities and percentage of tasks completed will be field verified by the Inspector prior to processing of any pay requests. All pay request and change orders as well as project progress meetings and project summaries will be developed by Day Engineering.

TASK 6 – RECORD DRAWINGS

\$ 10,000

Record drawings of the completed work will be developed and provided to the District pending completion of the Project. Survey locations of all installed utilities will be identified on the Record Drawings for accuracy. Two hard copy sets of Record Drawings will be provided including a CD of the Record Drawings in AutoCAD and PDF format. All field reports and construction photos will also be provided.

<p>ENGINEERING WATER DESIGN (TASKS 1 TO 4) TOTAL NOT-TO-EXCEED \$ 72,000 ENG. WATER CONSTRUCTION SERVICES (TASKS 5 & 6) TOTAL NOT-TO-EXCEED \$ 48,000 WATER ENGINEERING SERVICES PROPOSAL TOTAL NOT-TO-EXCEED \$ 120,000</p>
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The professional engineering services fee of \$ 72,000 for design and bidding, and the construction services of \$ 48,000 is a not-to-exceed fee. Payment of services is due upon receipt of invoices. Our hourly rate schedule is attached for your information.

Day Engineering appreciates the opportunity to provide this proposal for your review and look forward to a successful project. If you have any questions or wish to discuss any aspect of this proposal, please do not hesitate to call the undersigned at (775) 293-1743.

Sincerely,
DAY ENGINEERING

Dean Day

option #1

WATER SYSTEM

Construction Item	Quantity	Unit Cost	Total Cost
Mobilization ~ LS	1		\$ 40,000
Temp. Water Piping – LS	1		\$ 30,000
8" Water Main – LF	2,800	\$ 70	\$ 196,000
Restrained Joints – EA	150	\$ 400	\$ 60,000
8" Valve – EA	20	\$ 2,000	\$ 40,000
6" Connection – EA	8	\$ 10,000	\$ 80,000
4" Connection – EA	5	\$ 5,000	\$ 25,000
6" Water Main – LF	150	\$ 60	\$ 9,000
6" Valve – EA	4	\$ 1,500	\$ 6,000
4" Water Main – LF	60	\$ 50	\$ 3,000
4" Valve – EA	4	\$ 1,000	\$ 4,000
Fire Hydrant Assembly – EA	7	\$ 5,000	\$ 35,000
Water Service – EA	30	\$ 3,000	\$ 90,000
Concrete Repair – SF	1,000	\$ 20	\$ 20,000
Pavement Repair on County – SF	10,000	\$ 10	\$ 100,000
4'x6' Concrete Vault – EA	1		\$ 15,000
New Valves & Pipe in Ex. Vault – LS	1		\$ 40,000
New Lid on Ex. Vault – LS	1		\$ 7,000
2017 CONSTRUCTION			\$ 800,000
Non-Construction Item	Quantity	Unit Cost	Total Cost
Construction Contingency – %	15		\$ 120,000
Engineering – % of const.	9		\$ 72,000
Inspection & Construction – %	6		\$ 48,000
2017 NON-CONSTRUCTION			\$ 240,000
TOTAL COSTS			\$ 1,040,000

LANDER COUNTY COMMISSIONERS MEETING
2/22/2018

Agenda Item Number _13__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove the Proposal of Dog Park Regulations to be posted at the Battle Mountain Dog Park, and all other matters properly related thereto.

Public Comment:

Background: **Proposal of Dog Park Regulations Attached.**

Recommended Action:

Proposal of Dog Park Regulations

- Lander County assumes no responsibility for conduct of dogs or owners.
- Owners are largely responsible for their dogs and any injuries or damage they may cause.
- All dogs must be leashed upon entering and exiting the dog park.
- All dogs must have current license and vaccination tags.
- Limit of 3 dogs per person.
- Fill any holes your dog digs.
- Dog handlers must be within the dog park.
- Dog handlers are required to clean up after their dogs, waste receptacles are provided.
- This park is not for toddlers or small children. All children under the age of 10 years must be accompanied by an adult.

Prohibited

- Human & dog food/treats
- Glass Containers
- Dogs in heat
- Sick Dogs
- Aggressive Dogs
- Puppies (*under 4 months*)

LANDER COUNTY COMMISSIONERS MEETING
2/9/2017

Agenda Item Number 14

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding the Nevada Division of Water Resources FY 2018-19 Groundwater basin budgets and adjustments for the following basins:

- a) Boulder Flat Groundwater Basin in the amount of \$981.26;
- b) Kingston Creek (Big Smokey Creek) Groundwater basin in the amount of \$2,470.69;
- c) Clovers Area Groundwater Basin in the amount of \$16,298.50;
- d) Humboldt River Groundwater Basin in the amount of \$20,957.98;
- e) Lower Reese River Valley Groundwater Basin in the amount of \$13,483.57;
- f) Crescent Valley Groundwater Basin in the amount of \$36,743.96;
- g) Antelope Valley Groundwater Basin in the amount of \$15,466.39;
- h) Kobeh Valley Groundwater Basin in the amount of \$6,841.50;
- i) Middle Reese River Valley Groundwater Basin in the amount of \$23,515.31;
- j) Whirlwind Valley Groundwater Basin in the amount of \$14,575.96;
- k) Upper Reese River Valley Groundwater Basin in the amount of \$3,044.30;
- l) Carico Lake Valley Groundwater Basin in the amount of \$1,994.90;
- m) Big Smokey Valley Groundwater Basin in the amount of \$535.33;

And all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

BRIAN SANDOVAL
Governor

STATE OF NEVADA



BRADLEY CROWELL
Director

JASON KING, P.E.
State Engineer

**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES**

901 South Stewart Street, Suite 2002

Carson City, Nevada 89701-5250

(775) 684-2800 • Fax (775) 684-2811

<http://water.nv.gov>

November 28, 2017

Lander County Commissioners
50 State Route 305
Battle Mountain, NV 89820
CERTIFIED MAIL: 9214 7969 0099 9790 1618 2542 12

Ladies and Gentlemen:

Pursuant to the provisions of NRS § 534.040(2), it is respectfully requested that you levy a special assessment on all taxable property within the confines of the Boulder Flat Groundwater Basin for the Fiscal Year July 1, 2018, to June 30, 2019. The levy must be charged against each water user who has a permit to appropriate water or a perfected water right, and the charge against each water user must be based upon the proportion which their water right bears to the aggregate water rights in the subject hydrographic basin, as officially designated on October 5, 1982, and as amended.

The amount of \$981.26 will be required for the payment of necessary expenses for supervision over the groundwater basin to include, but not limited to special studies, water level measurements, crop/pumpage inventories, field investigations, aquifer tests, well driller inspections, intent to drill card and well log review, associated data collection and management.

We are enclosing a certificate to be signed and returned indicating that the assessment rate necessary to support the proposed budget has been acted on by the County Commissioners and the amount certified to the Assessor.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason King", followed by the letters "P.E." in a stylized, bold font.

Jason King, P.E.
State Engineer

JK/jw
Enclosures

Jason King, P.E., State Engineer
Division of Water Resources
901 S. Stewart Street, Suite 2002
Carson City, Nevada 89701

Dear Mr. King:

I hereby certify that the State Engineer's budget for payment of necessary expenses for the supervision over the waters of the Boulder Flat Groundwater Basin for the Fiscal Year July 1, 2018, to June 30, 2019, in the amount of Nine Hundred Eighty One Dollars and Twenty Six Cents (\$981.26), has been received by LANDER COUNTY in accordance with the provisions of NRS § 534.040.

The assessment rate necessary to support the proposed budget was acted upon by the COUNTY COMMISSIONERS OF LANDER COUNTY on the _____ day of _____, 20__, and the amount contained therein was certified to the ASSESSOR OF LANDER COUNTY.

Respectfully submitted,

COUNTY CLERK

BASIN ASSESSMENT SUMMARY

HYDROGRAPHIC BASIN #061

Boulder Flat
Lander County

Acre-Feet Subject to Assessment 1,960.67
 Charge Per Acre-Foot \$0.50
 Excess Due to \$1.00 Minimum Charge and Rounding \$0.92
 Total Amount Assessed **\$961.26**

NDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	QTR	QTR	POD DESCRIPTION	PERMIT	USE	ACRE-FEET	CHARGE	TOTALS
						SECTION TWP	RGE				
26 Ranch Incorporated (Blossom & Little Blossom) 1546 Cole Boulevard, Suite 270 Lakewood, CO 80401	10-290-01	26 Ranch Incorporated	10-290-01	SE 1/4	SW 1/4	02 32N	45E	IRR	1,475.40	\$737.70	\$737.70
		26 Ranch Incorporated	10-290-01	SE 1/4	SW 1/4	01 32N	45E	IRR			
		26 Ranch Incorporated	10-290-01	SE 1/4	SW 1/4	02 32N	45E	IRR			
		26 Ranch Incorporated	10-290-01	SE 1/4	SW 1/4	02 32N	45E	IRR			
		26 Ranch Incorporated	10-290-01	SE 1/4	SW 1/4	02 32N	45E	IRR			
Elko Land and Livestock Co. Attn: Newmont Mining Tax Dept 6363 S Fiddler's Green Circle Greenwood Village, CO 80111	10-190-14	Elko Land and Livestock Co.	10-190-14	SE 1/4	NE 1/4	14 33N	47E	STK	8.96	\$4.48	\$69.47
		Elko Land and Livestock Co.	10-190-14	SW 1/4	SE 1/4	10 33N	47E	STK			
		Elko Land and Livestock Co.	10-190-14	NW 1/4	SW 1/4	01 33N	47E	STK			
		Elko Land and Livestock Co.	10-190-14	SW 1/4	SE 1/4	17 33N	47E	STK			
		Elko Land and Livestock Co.	10-190-14	SW 1/4	NE 1/4	21 33N	47E	STK			
		Elko Land and Livestock Co.	10-190-14	SE 1/4	NW 1/4	27 33N	47E	STK			
		Elko Land and Livestock Co.	10-190-14	NE 1/4	NW 1/4	28 33N	47E	STK			
		Elko Land and Livestock Co.	10-190-14	SW 1/4	NW 1/4	29 33N	47E	STK			
		Elko Land and Livestock Co.	10-190-14	SW 1/4	SE 1/4	19 33N	48E	STK			
		Elko Land and Livestock Co.	10-190-14	NW 1/4	SE 1/4	24 33N	47E	STK			
Dyno Nobel, Inc. Attn: Property Tax 2795 East Cottonwood Parkway, Ste 500 Salt Lake City, UT 84121	10-150-45	Dyno Nobel, Inc.	10-150-45	NE 1/4	SE 1/4	35 33N	45E	IND	303.12	\$151.56	\$151.56
FMC Corporation Minerals Division P.O. Box 750 Kemmerer, WY 83101	098-810-16	Dyno Nobel, Inc.	10-150-30	NE 1/4	SE 1/4	27 33N	45E	IND	1.75	\$1.00	\$1.00
Sierra Chemical Company and John Davis Trucking Co., Inc c/o Rennox LLC 1725 Davis Lane Reno, NV 89511	10-150-44	Rennox, LLC	10-150-44	NE 1/4	NW 1/4	35 33N	45E	IND	0.41	\$1.00	\$3.61
		Rennox, LLC	10-150-44	NE 1/4	NW 1/4	02 35N	45E	IND	5.22	\$2.61	
Julian Tomera Ranches, Inc. Battle Mountain Division P.O. Box 276 Battle Mountain, NV 89820	007-040-02	Pershing Co. Water Conservation Mueller Land & Cattle Company	10-290-03	NW 1/4	NE 1/4	09 32N	45E	STK	17.92	\$8.96	\$17.92
			10-290-02	NW 1/4	NW 1/4	15 32N	45E	STK	17.92	\$8.96	



**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES**

901 South Stewart Street, Suite 2002

Carson City, Nevada 89701-5250

(775) 684-2800 • Fax (775) 684-2811

<http://water.nv.gov>

December 8, 2017

Lander County Commissioners
50 State Route 305
Battle Mountain, NV 89820
CERTIFIED MAIL: 9214 7969 0099 9790 1618 4041 74

Ladies and Gentlemen:

In accordance with the provisions of NRS §§ 533.280, 533.285 and 533.290, we respectfully submit the budget for the Fiscal Year July 1, 2018, to June 30, 2019. The assessment must be charged against each water user, which must be based upon the proportion which the water right of that water user bears to the aggregate water rights in the stream system, for the distribution of the waters of the Kingston Creek (Big Smoky Creek) as decreed and as prorated to those claimants within Lander County and itemized on the accompanying list.

The amount of \$2,470.69 will be required for the payment of necessary expenses incurred for supervision over distribution of the decreed water and include, but not limited to salaries of the water commissioners, special studies, water measurements, crop inventories, field investigations, associated data collection and management.

We are enclosing a certificate to be signed and returned indicating that the assessment rate necessary to support the proposed budget has been acted on by the County Commissioners and the amount certified to the Assessor.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jason King", followed by the letters "P.E." in a stylized, handwritten font.

Jason King, P.E.
State Engineer

JK/jw
Enclosures

BASIN ASSESSMENT SUMMARY

HYDROGRAPHIC BASIN #137B

Kingston Creek Decree
Lander County

Acre-Feet Subject to Assessment 4,492.16
 Charge Per Acre-Foot \$0.55
 Excess Due to \$1.00 Minimum Charge and Rounding \$0.00
 Total Amount Assessed \$2,470.69

NDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	QTR	QTR	SECTION	TWP	RGE	PERMIT	USE	ACRE-FEET	CHARGE	TOTALS
Town of Kingston Box 130 Kingston Village Austin, Nevada 89310	Unsecured	Kingston Management Association	003-111-13	SW 1/4	NW 1/4	36	16N	43E	45863	QM	231.80	\$127.49	\$132.99
	WT000090			SW 1/4	NE 1/4	36	16N	43E	80650	REC			
				SW 1/4	NW 1/4	36	16N	43E	74699	WLD			
Young Brothers a Nevada General Partnership HC 65, Box A Austin, NV 89310	Unsecured	Bureau of Land Management	006-310-07	NW 1/4	NE 1/4	35	16N	43E	V02435	IRR	10.00	\$5.50	
	WT000088	Bureau of Land Management	006-310-07	NW 1/4	NE 1/4	35	16N	43E	67295	IRR	525.96	\$289.28	\$1,056.73
		Bureau of Land Management	006-310-07	NW 1/4	NE 1/4	35	16N	43E	67296	IRR	1048.12	\$576.47	
Gliman Springs Ranch Association, Inc. HC 65 Box 25 Austin, Nevada 89310	Unsecured	Bureau of Land Management	006-340-07	SW 1/4	NE 1/4	4	16N	44E	26598	QM	140.00	\$77.00	\$77.00
	WT000089												
Young, Chester J. HC 65, Box A Austin, NV 89310	Unsecured	LaMure, Thomas P. & Joyce A.	003-022-21	NW 1/4	NE 1/4	29	16N	44E	25779	IRR	700.12	\$385.07	\$1,203.97
	WT000088			NE 1/4	NE 1/4	35	16N	43E	79233	PWR			
		Bureau of Land Management	006-340-07	NW 1/4	NW 1/4	23	16N	44E	26284	IRR	515.40	\$283.47	
State of Nevada, Department of Wildlife State of Nevada Wildlife Commission 1110 Valley Road Reno, Nevada 89512		Bureau of Land Management	006-340-07	SE 1/4	SW 1/4	15	16N	44E	26285	IRR			
		Young Brothers	006-340-03	NW 1/4	NW 1/4	24	16N	44E	30138	IRR	973.52	\$535.44	
		Nevada Division of State Lands	006-330-04	NW 1/4	NE 1/4	20	16N	43E	24994	STO	192.00	Billed Separately	
		Nevada Division of State Lands	006-330-04						24995	STO			



**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES**

901 South Stewart Street, Suite 2002

Carson City, Nevada 89701-5250

(775) 684-2800 • Fax (775) 684-2811

<http://water.nv.gov>

January 24, 2018

Lander County Commissioners
Lander County Courthouse
50 State Route 305
Battle Mountain, NV 89820-1982
CERTIFIED MAIL: 9214 7969 0099 9790 1619 1838 63


Ladies and Gentlemen:

Pursuant to the provisions of NRS § 534.040(2), it is respectfully requested that you levy a special assessment on all taxable property within the confines of the Clovers Area Groundwater Basin for the Fiscal Year July 1, 2018, to June 30, 2019. The levy must be charged against each water user who has a permit to appropriate water or a perfected water right, and the charge against each water user must be based upon the proportion which their water right bears to the aggregate water rights in the subject hydrographic basin, as officially designated on December 30, 1977, and as amended.

The amount of \$16,298.50 will be required for the payment of necessary expenses for supervision over the groundwater basin to include, but not limited to special studies, water level measurements, crop/pumpage inventories, field investigations, aquifer tests, well driller inspections, intent to drill card and well log review, associated data collection and management.

We are enclosing a certificate to be signed and returned indicating that the assessment rate necessary to support the proposed budget has been acted on by the County Commissioners and the amount certified to the Assessor.

Sincerely,

 **P.E.**
Jason King, P.E.
State Engineer

JK/jw
Enclosures

Jason King, P.E., State Engineer
Division of Water Resources
901 S. Stewart Street, Suite 2002
Carson City, Nevada 89701

Dear Mr. King:

I hereby certify that the State Engineer's budget for payment of necessary expenses for the supervision over the waters of the Clovers Area Groundwater Basin for the Fiscal Year July 1, 2018, to June 30, 2019, in the amount of Sixteen Thousand Two Hundred Ninety Eight Dollars and Fifty Cents (\$16,298.50), has been received by LANDER COUNTY in accordance with the provisions of NRS § 534.040.

The assessment rate necessary to support the proposed budget was acted upon by the COUNTY COMMISSIONERS OF LANDER COUNTY on the _____ day of _____, 20____, and the amount contained therein was certified to the ASSESSOR OF LANDER COUNTY.

Respectfully submitted,

COUNTY CLERK

BASIN ASSESSMENT SUMMARY

HYDROGRAPHIC BASIN #064

Clovers Area
Lander County

Acre-Feet Subject to Assessment 32,596.95
 Charge Per Acre-Foot \$0.50
 Excess Due to \$1.00 Minimum Charge and Rounding \$0.03
Total Amount Assessed \$16,298.50

NDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	QTR	QTR	SECTION	TWP	RGE	PERMIT	USE	ACRE-FEET	CHARGE	TOTALS
26 Ranch Inc. 1546 Cole Boulevard, Suite 270 Lakewood, CO 80401	10-110-02	Bratz, Inc. Izzenhood Road	10-100-51	SW 1/4	SW 1/4	33	34N	45E	52035	STK	13.44	\$6.72	\$6.72
Unincorporated Town of Battle Mtn. Lander Co. Board of Commissioners 315 South Humboldt Street Battle Mountain, NV 89820	Unsecured WTO000058	Lander County Lander County Lander County	002-133-02 002-011-02 002-350-05	NW 1/4 NE 1/4 SE 1/4	NW 1/4 SE 1/4 SW 1/4	20 18 18	32N 32N 32N	45E 45E 45E	23312 28347 45469	MUN MUN MUN	2263.00	\$1,131.50	\$1,131.50
Paul Buffington & Kimberlie Davis P.O. Box 463 Battle Mountain, NV 89820	010-260-06	Paul L. Buffington	010-260-06 010-260-06	SW 1/4 SW 1/4	SW 1/4 SW 1/4	2 2	32N 32N	44E 44E	81901 83191	IRR IRR	160.00 400.00	\$80.00 \$200.00	\$280.00
Chapin, Gerald T. & Karla P.O. Box 594 Battle Mountain, NV 89820	010-270-15	Chapin, Gerald & Karla	010-270-15	NE 1/4	SW 1/4	10	32N	44E	83349	IRR	2.24	\$1.12	\$1.12
Broadway Colt Service Center c/o Alsaker, Daniel 6409 E Sharp Ave Spokane, WA 99212	002-260-09	Battle Mountain Truck Stop, LLC	002-260-09	SE 1/4	SE 1/4	10	32N	44E	85329E	IRR	48.36	\$24.18	\$24.18
The Lyle Everett & Suzann Dale Lemaire Lemaire Family Revocable Trust P.O. Box 545 Battle Mountain, NV 89820	10-260-30	Smith, Joshua A. & Marva Sue	10-270-25	SE 1/4	SE 1/4	10	32N	44E	78713	IRR	40.00	\$20.00	\$20.00
Elquist, Joseph c/o Elquist, James 625 East 8th Street Battle Mountain, NV 89820	02-012-06	Lander County	02-350-03	NE 1/4	SE 1/4	18	32N	45E	58622E	ENV	40.51	\$20.26	\$20.26
Engelison, Brian H. & Samme E. 1075 Allen Road Battle Mountain, NV 89820	10-260-31	Engelison, Brian H. & Samme E.	10-260-31	SE 1/4	NW 1/4	11	32N	44E	78712	IRR	40.00	\$20.00	\$20.00
Fowler, Rita D. & Dennis W. c/o Ramos, Bartolo & Ashley 2350 Allen Road Battle Mountain, NV 89820	10-270-05	Fowler, Rita D. & Dennis W.	10-270-05	NE 1/4	NE 1/4	10	32N	44E	81287	IRR	56.00	\$28.00	\$28.00

BASIN ASSESSMENT SUMMARY

HYDROGRAPHIC BASIN #064

Clovers Area

Lander County

Goemmer, Shawn & Mindy P.O. Box 517 Battle Mountain, NV 89820	10-270-03	Shawn Goemmer & Mindy Goemmer 2650 Allen Road	10-270-03	Lot 1 NW NE	10	32N	44E	76478	IRR	108.08	\$54.04	\$74.88
King, Samuel E. & Jeanne 1150 Allen Road Battle Mountain, NV 89820	10-280-27	King, Samuel E. & Jeanne Ashcraft, Marshall S., Inc. King, Samuel E. & Jeanne	10-280-27	SW 1/4 NW 1/4 SW 1/4 NW 1/4 NW 1/4 NW 1/4	14 14 15	32N 32N 32N	44E 44E 44E	78709 78710 78711	IRD IRR IRR	431.32	\$215.66	\$215.66
Lander County School District P.O. Box 1300 Battle Mountain, NV 89820	02-190-01	Lander County School District 300 Allenburg Avenue	02-190-01	SE 1/4 NE 1/4	19	32N	45E	49061	REC	17.69	\$8.85	\$8.85
Lander Co. Fair & Recreation Board 315 South Humboldt Street Battle Mountain, NV 89820	11-110-01	Lander County Mountain View Golf Course	11-110-01	NE 1/4 NE 1/4 NW 1/4 NE 1/4 SW 1/4 NE 1/4	25 25 25	32N 32N 32N	44E 44E 44E	51280 51281 51282	REC REC REC	170.00 170.00 170.00	\$85.00 \$85.00 \$85.00	\$285.00
Magnet Cove Barium Corporation c/o M-1 LLC 919 Congress Ave, Suite 1450 Austin, TX 78701	02-260-02	M-1, LLC	02-260-02	SE 1/4 NE 1/4	18	32N	45E	17655	MM	266.41	\$133.21	\$133.21
Marvel Family Trust P.O. Box 1194 Battle Mountain, NV 89820	11-030-05	Marvel Family Trust 1150 West Humboldt Street	11-030-05	SW 1/4 NE 1/4	24	32N	44E	20330	IRD	635.30	\$317.65	\$317.65
Parker, Russell L. & Tammy L. P.O. Box 129 Valmy, NV 89438	10-070-19	Parker, Russell L. & Tammy L. Parker, Russell L. & Tammy L.	10-070-19	NW 1/4 SW 1/4 NE 1/4 SE 1/4	24 24	34N 34N	44E 44E	22891 68486	IRD IRR	1035.24	\$517.62	\$517.62
Smith, Joshua and Marva Sue c/o Filippini, Billie HC 66 Box 46 Crescent Valley, NV 89821	10-270-25	Filippini, Billie Filippini, Billie Filippini, Billie	10-270-17 10-270-23 10-270-25	Lot 6 Lot 6 Lot 14	10 10 10	32N 32N 32N	44E 44E 44E	57451 57450 31145	STK IRR IRR	2.24 278.73 291.60	\$1.12 \$139.37 \$145.80	\$286.29
Sierra Pacific Power Company & Idaho Power Company P.O. Box 10100 Reno, NV 89520	10-070-18	Sierra Pacific Power Company Sierra Pacific Power Company	10-070-18	SW 1/4 NW 1/4 SW 1/4 SW 1/4	24 04	34N 34N	44E 45E	22892 24879	IRD IRD	572.72	\$286.36	\$575.02
Thompson, Ervin D. & Helen 530 Kayci Ave Battle Mountain, NV 89820	11-040-49	Gobel, Fredrick & Katrina Gobel, Fredrick & Katrina	10-270-08 10-270-08	SE 1/4 NE 1/4 SE 1/4 NE 1/4	10 10	32N 32N	44E 44E	14278 54888	IRR IRR	80.00 74.48	\$40.00 \$37.24	\$77.24
Sherve, Jon & Sandra 105 Blossom Spring Drive Battle Mountain, NV 89820	11-073-01	Sherve, Jon & Sandra	11-073-01	SE 1/4 SE 1/4	24	32N	44E	38646	IRR	7.32	\$3.66	\$3.66

BASIN ASSESSMENT SUMMARY

HYDROGRAPHIC BASIN #064

Clovers Area

Lander County

Sierra Pacific Power Company P.O. Box 10100 Reno, NV 89520	02-062-01	New Nevada Lands, LLC	10-070-07	NE¼ NE¼	11	34N	44E	30426	IND	16091.60	\$8,045.80	\$8,045.80
		Nevada Land & Resource Co, LLC	10-040-46	NE¼ SW¼	25	35N	44E	30428	IND			
		New Nevada Lands, LLC	10-040-36	NE¼ SW¼	19	35N	45E	30429	IND			
		Nevada Land & Resource Co, LLC	10-260-01	SW¼ NW¼	03	32N	44E	38727	IND			
		New Nevada Lands, LLC	10-040-59	SW¼ NW¼	33	35N	45E	41001	IND			
		New Nevada Lands, LLC	10-040-48	NE¼ SW¼	29	35N	45E	41002	IND			
		New Nevada Lands, LLC	10-040-57	NE¼ SE¼	31	35N	45E	41003	IND			
		New Nevada Lands, LLC	10-070-04	NW¼ NE¼	01	34N	44E	41004	IND			
		New Nevada Lands, LLC		NW¼ NW¼	33	33N	44E	41006	IND			
		New Nevada Lands, LLC	10-100-02	SW¼ NW¼	05	34N	45E	41007	IND			
		New Nevada Lands, LLC	10-040-59	SW¼ NW¼	33	35N	45E	41441	IND			
		New Nevada Lands, LLC	10-040-57	NE¼ SE¼	31	35N	45E	41442	IND			
		New Nevada Lands, LLC	10-100-02	SW¼ NW¼	05	34N	45E	41443	IND			
		New Nevada Lands, LLC	10-100-02	SW¼ NW¼	05	34N	45E	41444	IND			
		New Nevada Lands, LLC	10-040-48	NE¼ SW¼	29	35N	45E	41445	IND			
		Shelley, Jeffery L.	10-040-39	SE¼ SW¼	21	35N	45E	42786	IND			
		Granite Yuma, Inc	10-040-41	SE¼ NE¼	23	35N	44E	42787	IND			
		New Nevada Lands, LLC	10-040-24	SW¼ NE¼	13	35N	44E	42788	IND			
		New Nevada Lands, LLC	10-040-15	SW¼ NW¼	07	35N	45E	42988	IND			
		Morrison Trust	10-040-08	NE¼ SE¼	03	35N	44E	43086	IND			
		Nickel Jones, Inc	10-010-40	NE¼ SE¼	15	36N	44E	43087	IND			
		Brandt, Richard R.	10-010-03	NE¼ SW¼	13	36N	44E	43088	IND			
		Nickel Jones, Inc	10-010-40	NE¼ SE¼	15	36N	44E	43089	IND			
		Smith, Gary J. & Madyln R.	10-010-17	SE¼ NE¼	27	36N	44E	43090	IND			
		Earthon Holdings, LLC	10-040-10	SW¼ NE¼	01	35N	44E	43091	IND			
		Rajaratnam, Ramesh	10-010-10	SW¼ NE¼	23	36N	44E	43092	IND			
		Land Ho, Inc.	10-010-19	NW¼ NW¼	25	36N	44E	43093	IND			
		New Nevada Lands, LLC	10-040-13	SE¼ SE¼	11	35N	44E	43094	IND			
		New Nevada Lands, LLC	10-040-36	NE¼ SW¼	19	35N	45E	53775	IND			
		Nevada Land & Resource Co, LLC	10-040-46	NE¼ SW¼	25	35N	44E	53777	IND			
		Bratz, Inc.	10-100-59	SW¼ NW¼	33	34N	45E	56750	IND			
		New Nevada Lands, LLC	10-040-59	SW¼ NW¼	33	35N	45E	69183	IND			
				NE¼ SE¼	7	34N	43E	78312	IND			
				SW¼ SW¼	25	34N	43E	82137	IND			
				SW¼ SE¼	16	34N	43E	83601	IND			
				NE¼ SE¼	7	34N	43E	83602	IND			
Julian Tomera Ranches, Inc. Battle Mountain Division c/o Pete Tomera P.O. Box 276 Battle Mountain, NV 89820	07-040-01	Mueller Land & Cattle Company	10-310-03	SW¼ NE¼	17	32N	45E	V05783	STK	17.92	\$8.96	\$26.98
		Mueller Land & Cattle Company	10-290-02	NE¼ NW¼	09	32N	45E	V05781	STK	17.92	\$8.96	
		Mueller Land & Cattle Company	10-290-02	NE¼ SE¼	08	32N	45E	V05779	STK	18.11	\$9.06	

BASIN ASSESSMENT SUMMARY

HYDROGRAPHIC BASIN #064

Clovers Area

Lander County

Taylor, Eric M. & Kristine W. HC 61 Box 20 Battle Mountain, NV 89820	10-100-23	Taylor, Eric M. & Kristine W.	10-100-31	SE¼ NE¼	30	34N	45E	28979	IRR	505.48	\$252.74	\$4,153.46
		Taylor, Eric M. & Kristine W.	10-100-31	NE¼ SE¼	30	34N	45E	22834	IRD	535.76	\$267.88	
				NW¼ NE¼	30	34N	45E	83494	IRR	122.24	\$61.12	
		Taylor, Eric M. & Kristine W.	10-100-23	SE¼ NE¼	20	34N	45E	21447	IRD	531.68	\$265.84	
		Taylor, Eric M. & Kristine W.	10-100-23	NW¼ NE¼	20	34N	45E	81544	IRD	514.16	\$257.08	
		Taylor, Eric M. & Kristine W.	10-100-10	NE¼ SW¼	09	34N	45E	76293	STK	4.48	\$2.24	
		Taylor, Eric M. & Kristine W.	10-100-38	NE¼ SW¼	32	34N	45E	28980	IRR	1222.88	\$611.44	
		Taylor, Eric M. & Kristine W.	10-100-38	NE¼ NW¼	32	34N	45E	28981	IRR			
		Taylor, Eric M. & Kristine W.	10-100-38	NE¼ NW¼	32	34N	45E	34862	IRR			
		Taylor, Eric M. & Kristine W.	10-100-16	NW¼ SW¼	16	34N	45E	27129	IRR	1064.20	\$532.10	
Taylor, Eric M. & Kristine W.	10-100-16	Taylor, Eric M. & Kristine W.	10-100-16	SW¼ NW¼	16	34N	45E	31144	IRR			
		Taylor, Eric M. & Kristine W.	10-100-17	NE¼ SW¼	16	34N	45E	59675	IRR			
		Taylor, Eric M. & Kristine W.	10-100-17	NE¼ SW¼	16	34N	45E	80896	IRR			
		Taylor, Eric M. & Kristine W.	10-100-10	SW¼ SW¼	09	34N	45E	77099	IRR	893.92	\$446.96	
		Taylor, Eric M. & Kristine W.	10-100-10	SW¼ SW¼	09	34N	45E	76909	IRR			
		Taylor, Eric M. & Kristine W.	10-100-10	SW¼ SW¼	09	34N	45E	77466	IRR			
		Taylor, Eric M. & Kristine W.	10-100-10	SW¼ SW¼	09	34N	45E	80322	IRR			
		Taylor, Eric M. & Kristine W.	10-100-10	SW¼ SW¼	09	34N	45E	80323	IRR			
		Taylor, Eric M. & Kristine W.	10-100-10	SW¼ SW¼	09	34N	45E	80324	IRR			
		Taylor, Eric M. & Kristine W.	10-100-10	SW¼ SW¼	09	34N	45E	80326	IRR			
Taylor, Eric M. & Kristine W.	10-100-10	Taylor, Eric M. & Kristine W.	10-100-10	SW¼ SW¼	09	34N	45E	80327	IRR			
		Taylor, Eric M. & Kristine W.	10-100-10	SW¼ SW¼	09	34N	45E	80328	IRR			
		Taylor, Eric M. & Kristine W.	10-100-10	SW¼ SW¼	09	34N	45E	83495	IRR			
		Taylor, Eric M. & Kristine W.	10-100-29	SW¼ SW¼	30	34N	45E	25054	IRR	953.68	\$476.84	
		Taylor, Eric M. & Kristine W.	10-100-29	NE¼ NW¼	30	34N	45E	35154	IRR			
		Taylor, Eric M. & Kristine W.	10-100-39	SE¼ SE¼	32	34N	45E	34672	IRR	1005.44	\$502.72	
		Taylor, Eric M. & Kristine W.	10-100-39	NE¼ SE¼	32	34N	45E	27183	IRR			
		Taylor, Eric M. & Kristine W.	10-100-39	NE¼ SE¼	32	34N	45E	22878	IRD			
		Taylor, Eric M. & Kristine W.	10-100-44	SE¼ SE¼	20	34N	45E	21448	IRD	953.00	\$476.50	
		Taylor, Eric M. & Kristine W.	10-100-44	SE¼ SE¼	20	34N	45E	28524	IRR			
Brooks, Leslie & McIntosh, Barbara HC 61 Box 31 Battle Mountain, NV 89820	10-100-50	Taylor, Eric M. & Kristine W.	10-100-44	SE¼ SE¼	20	34N	45E	21448	IRD	80.00	\$40.00	\$40.00
		Taylor, Eric M. & Kristine W.	10-100-44	SW¼ SE¼	20	34N	45E	28524	IRR			
Mashburn, Matthew and Natasha 2000 Allen Road Battle Mountain, NV 89820	010-270-18	Mashburn, Matthew and Natasha	010-270-18	NE¼ SE¼	10	32N	44E	86395	IRR	70.80	\$35.40	\$35.40
U.S. Bureau of Land Management 3900 East Idaho Street Elko, NV 89801	10-040-56	Bureau of Land Management	10-070-06	SW¼ NE¼	36	35N	44E	40861	STK	4.76	Billed Separately	
		Bureau of Land Management	10-070-06	NW¼ SE¼	10	34N	44E	44879	STK	6.51		
		Bureau of Land Management	10-100-06	Lot 01	2	34N	45E	40862	STK	7.58		



**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES**

901 South Stewart Street, Suite 2002

Carson City, Nevada 89701-5250

(775) 684-2800 • Fax (775) 684-2811

<http://water.nv.gov>

December 11, 2017

Lander County Commissioners
50 State Route 305
Battle Mountain, NV 89820
CERTIFIED MAIL: 9214 7969 0099 9790 1618 5256 19

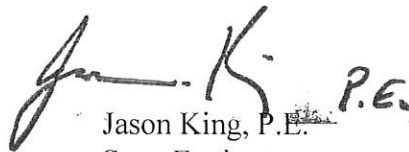
Ladies and Gentlemen:

In accordance with the provisions of NRS §§ 533.280, 533.285 and 533.290, we respectfully submit the budget for the Fiscal Year July 1, 2018, to June 30, 2019. The assessment must be charged against each water user, which must be based upon the proportion which the water right of that water user bears to the aggregate water rights in the stream system, for the distribution of the waters of the Humboldt River as decreed and as prorated to those claimants within Lander County and itemized on the accompanying list.

The amount of \$20,957.98 will be required for the payment of necessary expenses incurred for supervision over distribution of the decreed water and include, but not limited to salaries of the water commissioners, special studies, water measurements, crop inventories, field investigations, associated data collection and management.

We are enclosing a certificate to be signed and returned indicating that the assessment rate necessary to support the proposed budget has been acted on by the County Commissioners and the amount certified to the Assessor.

Very truly yours,


Jason King, P.E.
State Engineer

JK/jw
Enclosure

Jason King, P.E., State Engineer
Division of Water Resources
901 S. Stewart Street, Suite 2002
Carson City, Nevada 89701

Dear Mr. King:

I hereby certify that the State Engineer's budget for payment of necessary expenses for the supervision over the waters of the Humboldt River Distribution for the Fiscal Year July 1, 2018, to June 30, 2019, in the amount of Twenty Thousand Nine Hundred Fifty Seven Dollars and Ninety Eight Cents (\$20,957.98), has been received by the County Commissioners of LANDER County in accordance with the provisions of NRS §§ 533.280, 533.285 and 533.290.

The assessment rate necessary to support the proposed budget was acted upon by the County Commissioners of LANDER County on the _____ day of _____, 20____, and the amount contained therein was certified to the ASSESSOR OF LANDER COUNTY.

Respectfully submitted,

COUNTY CLERK

HUMBOLDT RIVER DISTRIBUTION BUDGET

Lander County

Acre-Feet Subject to Assessment	41,915.88
Charge Per Acre-Foot	\$0.50
Excess Due to \$1.00 Minimum Charge and Rounding	\$0.04
Total Amount Assessed	\$20,957.98

NDWR OWNER OF RECORD	BILLING APN	PROOF NUMBER	HARVEST	MEADOW	DIVERSIFIED	TOTAL ACRES	ACRE-FEET	CHARGE	TOTALS
Elko Land & Livestock c/o Newmont Mining Tax Dept 6363 S. Fiddler's Green Cir. Greenwood, CO 80111	010-190-14	00168	286.325	138.53	7.71	432.56	1072.54	\$536.27	\$13,486.64
		00171	1910.81	3252.23	4335.65	9498.69	13862.51	\$6,931.26	
		00333	166.75	4628.54	6126.88	10922.17	12038.22	\$6,019.11	
Lander Co. Commissioners 315 S. Humboldt St. Battle Mountain, NV 89820	unsecured	00164					1279.31	\$639.66	\$1,500.01
		00165					1018.27	\$509.14	
		00167					702.42	\$351.21	
Mueller Land & Cattle Co. LLC 438 Socorro Ct. Reno, Nv 89511 *Portion of acre-feet transferred to Lander Co.	010-290-02	00155	88.67	55.33		144	349.01	\$174.51	\$491.65
		*00164	540.81	49.15	87.15	677.11	482.21	\$241.11	
		*00165	339.97	4.4	20.09	364.46	23.31	\$11.66	
		*00167	231.89		46.89	278.78	42.00	\$21.00	
		00173	20.36		0.39	20.75	61.37	\$30.69	
		00173	5.58		11.48	17.06	25.36	\$12.68	
Seldin, Steven P. 2121 Arabian Road Battle Mountain, Nv 89820	010-300-12	00155		7.48		7.48	11.22	\$5.61	\$53.24
		00155	14.16	32.33	5.71	52.2	95.26	\$47.63	
26 Ranch, Inc. 1546 Cole Blvd Ste 270 Lakewood, CO 80401	010-150-10	00166	511.11	60.58	299.84	871.53	1849.08	\$924.54	\$5,426.44
		00172	2327.55	919.72	855.41	4102.68	9003.79	\$4,501.90	



**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES**

901 South Stewart Street, Suite 2002

Carson City, Nevada 89701-5250

(775) 684-2800 • Fax (775) 684-2811

<http://water.nv.gov>

December 20, 2017

Lander County Commissioners
50 State Route 305
Battle Mountain, NV 89820
CERTIFIED MAIL: 9214 7969 0099 9790 1618 6183 35

Ladies and Gentlemen:

Pursuant to the provisions of NRS § 534.040(2), it is respectfully requested that you levy a special assessment on all taxable property within the confines of the Lower Reese River Valley Groundwater Basin for the Fiscal Year July 1, 2018, to June 30, 2019. The levy must be charged against each water user who has a permit to appropriate water or a perfected water right, and the charge against each water user must be based upon the proportion which their water right bears to the aggregate water rights in the subject hydrographic basin, as officially designated on March 27, 1980, and as amended.

The amount of \$13,483.57 will be required for the payment of necessary expenses for supervision over the groundwater basin to include, but not limited to special studies, water level measurements, crop/pumpage inventories, field investigations, aquifer tests, well driller inspections, intent to drill card and well log review, associated data collection and management.

We are enclosing a certificate to be signed and returned indicating that the assessment rate necessary to support the proposed budget has been acted on by the County Commissioners and the amount certified to the Assessor.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason King", followed by the letters "P.E." in a larger, bold font.

Jason King, P.E.
State Engineer

JK/jw
Enclosures

Jason King, P.E., State Engineer
Division of Water Resources
901 S. Stewart Street, Suite 2002
Carson City, Nevada 89701

Dear Mr. King:

I hereby certify that the State Engineer's budget for payment of necessary expenses for the supervision over the waters of the Lower Reese River Valley Groundwater Basin for the Fiscal Year July 1, 2018, to June 30, 2019, in the amount of Thirteen Thousand Four Hundred Eighty Three Dollars and Fifty Seven Cents (\$13,483.57), has been received by LANDER COUNTY in accordance with the provisions of NRS § 534.040.

The assessment rate necessary to support the proposed budget was acted upon by the COUNTY COMMISSIONERS OF LANDER COUNTY on the _____ day of _____, 20____, and the amount contained therein was certified to the ASSESSOR OF LANDER COUNTY.

Respectfully submitted,

COUNTY CLERK

BASIN ASSESSMENT SUMMARY

BASIN #059

Lower Reese River Valley
Lander County

Acre-Feet Subject to Assessment 26,961.71
 Charge Per Acre-Foot \$0.50
 Excess Due to \$1.00 Minimum Charge and Rounding \$2.72
Total Amount Assessed \$13,483.57
 Uncollectable

NDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	TOP QTR	SEC QTR	SEC 11	TWP	RGE	PERMIT	USE	ACRE-FEET	CHARGE	TOTALS
Battle Mountain Gold Company c/o Newmont USA Limited Attn: Tax Department 6363 S. Fiddler's Green Cir Greenwood Village, CO 80111	10-430-02	Bureau of Land Management Red top mine Pelican Nevada Properties, LLC Bureau of Land Management	10-280-17 10-570-05 10-430-14 10-280-17	SW 1/4 NW 1/4 NE 1/4 SW 1/4	NE 1/4 NE 1/4 NE 1/4 NE 1/4	30 22 14 32	32N 31N 31N 32N	44E 43E 44E 44E	18057 65417 22883 79795	MM MM MM MM	12.09 723.97 1,389.90	\$6.05 \$361.99 \$694.95	\$1,062.99
Julian Tomera Ranches Incorporated c/o Pete Tomera P.O. Box 276 Battle Mountain, NV 89820	07-040-01	Tomera Ranches, Battle Mountain Division Tomera Ranches, Battle Mountain Division Tomera Ranches, Battle Mountain Division Tomera Ranches Bureau of Land Management Bengoa, Sonny C & Mary C Bengoa, Sonny C & Mary C Julian Tomera Ranches, Inc	07-040-01 07-040-01 07-040-01 07-040-01 10-500-01 10-430-31 10-470-12 10-470-12 10-440-11	SW 1/4 SE 1/4 SW 1/4 SE 1/4 Lot 2 SE 1/4 NE 1/4 NE 1/4 SE 1/4	NW 1/4 NE 1/4 NW 1/4 NE 1/4 NE 1/4 SE 1/4 NE 1/4 NE 1/4 NE 1/4	04 05 04 05 31 36 04 04 29	30N 30N 30N 30N 31N 31N 31N 31N 31N	45E 45E 45E 45E 46E 44E 46E 46E 45E	19091 25834 78213 80889 52576 59877 76317 76318 80644	IRR IRR IRR IRR STK STK STK STK STK	1,141.28 40.32	\$570.64 \$20.16	\$1,916.80
Federal Aviation Admin, Lander and Lander County Airport Authority c/o Lander County Airport Authority 50 State Route 305 Battle Mountain, NV 89820	11-240-08	Lander County Airport Authority Lander County Airport Authority Lander County Airport Authority	11-240-08 11-240-08 11-240-08	NE 1/4 NE 1/4 NW 1/4	NW 1/4 NW 1/4 NE 1/4	35 35 35	32N 32N 32N	45E 45E 45E	19768 45177 50451	DOM QM IND	0.11 12.30 38.09	\$1.00 \$6.15 \$19.05	\$26.20

BASIN ASSESSMENT SUMMARY

BASIN #059

Lower Reese River Valley
Lander County

NDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	TRCB QTR	SEC QTR	SEC 11	TWP	RGE	PERMIT	USE	ACRE-FEET	CHARGE	TOTALS
Filippini Family Trust HC 61 Box 70 Battle Mountain, NV 89820	07-200-17	Filippini Family Trust et al.	07-200-11	NW 1/4	NE 1/4	14	29N	43E	20146	IRR	3,887.04	\$1,943.52	\$3,753.12
		Filippini Family Trust et al.	07-200-11	NE 1/4	NE 1/4	13	29N	43E	20147	IRR			
		Filippini Family Trust et al.	07-200-11	SE 1/4	NE 1/4	13	29N	43E	33139	IRR			
		Filippini Family Trust et al.	07-210-02	SE 1/4	SW 1/4	12	29N	43E	80507	IRR			
		Filippini Family Trust et al.	07-200-11	NE 1/4	NW 1/4	13	29N	43E	82099	IRR			
		Filippini Family Trust et al.	07-200-13	SW 1/4	SW 1/4	16	29N	43E	25039	IRR	613.60	\$306.80	
		Filippini Family Trust et al.	07-200-13	NW 1/4	NW 1/4	17	29N	43E	48899	IRR	508.32	\$254.16	
		Filippini Family Trust et al.	07-200-17	SW 1/4	NW 1/4	28	29N	43E	51711	MM	435.86	\$217.93	
		Filippini Family Trust et al.	07-200-17	SW 1/4	NE 1/4	28	29N	43E	51712	MM			
		Filippini Family Trust et al.	07-200-17	SW 1/4	NW 1/4	28	29N	43E	49249	MM			
		Filippini Family Trust et al.	07-200-17	SW 1/4	NW 1/4	28	29N	43E	57701	STK	6.72	\$3.36	
		Hank & Marion Filippini	07-200-19	SW 1/4	NE 1/4	17	29N	43E	76503	STK			
		Filippini Family Trust et al.	07-200-20	SW 1/4	SE 1/4	17	29N	43E	76504	STK			
				SE 1/4	NE 1/4	11	29N	43E	82098	STK			
		Filippini Family Trust et al.	07-200-17	SW 1/4	NW 1/4	28	29N	43E	57580	IRR	1,004.14	\$502.07	
		Filippini Family Trust et al.	07-200-17	SW 1/4	NW 1/4	28	29N	43E	57581	IRR			
		Filippini Family Trust et al.	07-200-13	NW 1/4	NW 1/4	16	29N	43E	74392	IRR	510.56	\$255.28	
		Filippini Family Trust et al.	07-200-13	NW 1/4	NW 1/4	16	29N	43E	74393	IRR			
		Filippini Family Trust et al.	07-200-13	NW 1/4	NW 1/4	16	29N	43E	74924	IRR			
		Filippini Family Trust et al.	07-200-13	NW 1/4	NW 1/4	16	29N	43E	77789	IRR			
		Filippini Family Trust et al.	07-200-13	NW 1/4	NW 1/4	16	29N	43E	77790	IRR			
		Filippini Family Trust et al.	07-200-13	SW 1/4	SW 1/4	16	29N	43E	77970	IRR	540.00	\$270.00	
		Filippini Family Trust et al.	07-200-13	SW 1/4	SW 1/4	16	29N	43E	77971	IRR			
		Filippini Family Trust et al.	07-200-13	SW 1/4	SW 1/4	16	29N	43E	77972	IRR			
Phoenix Joint Venture c/o Jeff N Failers, Esq 241 Ridge Street, Suite 210 Reno, NV 89501	10-420-01	Bureau of Land Management Bureau of Land Management	10-410-37	SE 1/4	SE 1/4	09	31N	43E	22990	MM	518.36	\$259.18	\$260.18
			10-420-02	SW 1/4	SW 1/4	11	31N	43E	24496	MM	1.61	\$1.00	
DePaoli, Edwin L. c/o Hemp, Paul & Sharon 2243 Arabian Battle Mountain, NV 89820	10-300-03	Hemp, Paul & Sharon	10-300-03	SE 1/4	SW 1/4	16	32N	45E	23398	STK	3.36	\$1.68	\$1.68
Seldin, Stephen P. 2121 Arabian Road Battle Mountain, NV 89820	10-300-12	Seldin, Steven P.	10-300-12	SW 1/4	SW 1/4	16	32N	45E	23399	DOM	2.02	\$1.01	\$1.01

BASIN ASSESSMENT SUMMARY

BASIN #059

Lower Reese River Valley
Lander County

NDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	TOP QTR	SEC 11	TWP	RGE	PERMIT	USE	ACRE-FEET	CHARGE	TOTALS
Filippini, Daniel E. & Eddyann W. HC 61 Box 65 Battle Mountain, NV 89820	07-020-26	Filippini Family Trust, D & E	07-020-26	SE 1/4	24	30N	43E	23448	IRR	357.48	\$178.74	\$1,133.92
		Filippini Family Trust, D & E	07-020-37	NW 1/4	36	30N	43E	84052	IRR	1,891.00	\$945.50	
		Filippini Family Trust, D & E	07-220-01	Lot 2	06	29N	44E	84050	IRR			
		Filippini Family Trust, D & E	07-220-03	Lot 1	06	29N	44E	84051	IRR			
		Filippini, Daniel E. & Eddyann W.	07-020-37	SW 1/4	36	30N	43E	75833	STK	19.36	\$9.68	
Post, Clara E. c/o Newmont USA Limited Attn: Tax Dept 6363 S. Fiddler's Green Cir Greenwood Village, CO 80111	10-410-22	Bureau of Land Management Galena Canyon	10-410-36	SE 1/4	24	31N	43E	23927	MM	206.81	\$103.41	\$103.41
Weich, Adam & Geneva c/o Meuller Land & Cattle co 438 Socorro Ct Reno, NV 89511	10-290-08	Meuller Land & Cattle Company	10-290-08	NE 1/4	17	32N	45E	26483	IRR	135.76	\$67.88	\$67.88
Beebe, Thomas R. P.O. Box 127 Battle Mountain, NV 89820	11-390-09	Beebe, Thomas R. & Sammi	11-390-09	SW 1/4	09	31N	45E	28668	IRR	72.08	\$36.04	\$36.04
Key, Milton & Irene S. c/o Whitehead, Shane G P.O. Box 1555 Battlemountain, NV 89820	11-330-04	Whitehead, Shane G	11-330-04	NW 1/4	02	31N	45E	29183	DOM	1.99	\$1.00	\$1.00
M-I, LLC c/o Duff & Phelps 919 Congress Avenue, Ste 1450 Austin, TX 78701	11-170-06	Bureau of Land Management Bureau of Land Management Bureau of Land Management Bureau of Land Management	07-320-06 07-320-06 07-320-06 07-320-06	NE 1/4 NE 1/4 SE 1/4 SW 1/4	05 04 04 04	28N 28N 28N 28N	44E 44E 44E 44E	30389 30390 30391 30392	MM MM MM MM	483.90	\$241.95	\$241.95
Negro, Bart & Donald & Vickie c/o Negro, Bart PO Box 446 Battle Mountain, NV 89820	11-140-04	Negro, Bart Wittle, Jay A. & Grace A.	11-140-04 11-140-02	NW 1/4 SW 1/4	30 30	32N 32N	45E 45E	30633 30634	IRR IRR	548.80 512.90	\$274.40 \$256.45	\$530.85
Wittle, Grace A. And Jay A. 810 Sheep Creek Road Battle Mountain, NV 89820	11-140-02	Wittle, Jay A. & Grace A.	11-140-02	SW 1/4	30	32N	45E	30634	IRR	1.10	\$1.00	\$1.00
F.M.C. Corporation c/o Minerals Division P.O. Box 750 Kemmerer, WY 83101	098-810-16	Bureau of Land Management	07-320-05	NE 1/4	08	28N	44E	30943	MM	5.60	\$2.80	\$2.80

BASIN ASSESSMENT SUMMARY

BASIN #059

Lower Reese River Valley

Lander County

NDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	TRACT QTR	SEC 11	TWP	RGE	PERMIT	USE	ACRE-FEET	CHARGE	TOTALS
D. P. Ward Family Trust Dowell & Fay Ward, Trustees P. O. Box 15 Fallon, NV 89407	07-220-47	Reserve Land Management Inc.	07-220-12	SW 1/4	SW 1/4	09	29N	44E	MM	76.60	\$38.30	\$38.30
Baker Hughes Oil Field Operations c/o Property Tax Department P.O. Box 4740 Houston, TX 77210-4740	098-800-53	Baker Hughes Oil Field Operations Baker Hughes Oil Field Operations Baker Hughes Oil Field Operations Baker Hughes Oil Field Operations	098-800-53	SW 1/4	SW 1/4	06	32N	47E	MM	582.23	\$291.12	\$291.12
IMCO Services a Halliburton Co c/o Duff & Phelps, LLC 919 Congress Avenue, Ste 1450 Austin, TX 78701	11-170-17	M-1, LLC M-1, LLC	11-170-06	NE 1/4	SW 1/4	27	32N	45E	QM	2.24	\$1.12	\$2.12
Welch, Adam & Geneva c/o Hardy, James P.O. Box 15 Battlemountain, NV 89820	10-290-07	Hardy, James et al	10-290-07	NE 1/4	SE 1/4	17	32N	45E	QM	1.47	\$1.00	\$1.00
Nebeker, Wayne & Jayne & Jacob 3290 Hilltop Road Battlemountain, NV 89820	10-460-13	Nebeker, Wayne & Jayne & Jacob	10-460-13	Lot 4		30	31N	46E	IRR	298.00	\$149.00	\$149.00
Bengoa, Sonny C. & Mary C. 1200 Skyline Battlemountain, NV 89820	10-470-12	Bengoa, Sonny C & Mary C Bengoa, Sonny C & Mary C Bengoa, Sonny C & Mary C Bengoa, Sonny C & Mary C Bengoa, Sonny C & Mary C Bengoa, Sonny C & Mary C	10-470-12	NE 1/4	SE 1/4	04	31N	46E	IRR	506.64	\$253.32	\$512.24
Barrick Gold U.S., Inc. 310 S Main Street, Suite 1150 Salt Lake City, UT 84101	07-050-44	Cortez Joint Venture Hilltop Project	07-050-44	SW 1/4	NW 1/4	33	30N	46E	MM	723.97	\$361.99	\$361.99
RDW Newco Inc. c/o Southwest Land & Minerals Corp 705 Sienna Park Drive Reno, NV 89512	10-460-20	Southwest Land & Minerals Corp	10-460-20	SE 1/4	NE 1/4	25	31N	46E	MM	612.30	\$306.15	\$306.15

BASIN ASSESSMENT SUMMARY

BASIN #059

Lower Reese River Valley

Lander County

NIDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	Lander County			PERMIT	USE	ACRE-FEET	CHARGE	TOTALS	
				RECD QTR	QTR	SEC 11						
Town of Battle Mountain 145 West Third Battle Mountain, NV 89820	Unsecured WT0000003	Not Found Not Found	010-430-09 010-430-09	NE 1/4 NE 1/4	NE 1/4 NE 1/4	12 12	31N 31N	44E 44E	MUN MUN	1,290.12	\$645.06	\$645.06
Au-Reka Gold Corporation 2080 Frontage Rd Battle Mountain, NV 89820	098-800-85	Bureau of Land Management Bureau of Land Management	07-680-03 07-680-03	SE 1/4 SE 1/4	SW 1/4 SW 1/4	36 36	29N 29N	42E 42E	MMD MMD	144.79 3,837.00	\$72.40 \$1,918.50	\$1,990.90
Copper Canyon Mining Co c/o Newmont USA Limited Attn: Tax Dept 6363 S. Fiddler's Green Cir Greenwood Village, CO 80111	010-260-20	Bureau of Land Management Bureau of Land Management Copper Basin	10-260-17 10-260-17	NE 1/4 NE 1/4	NW 1/4 NW 1/4	32 32	32N 32N	44E 44E	MM MM	17.89 7.24	\$8.95 \$3.62	\$12.57
Betty O'Neal Mines c/o Battle Mountain St Bank P.O. Box 592 Battle Mountain, NV 89820	098-710-21	Bureau of Land Management Betty O'Neil Mine & Mill	07-040-32	SE 1/4	NE 1/4	26	30N	45E	MM	64.58	\$32.29	\$32.29



**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES**

901 South Stewart Street, Suite 2002

Carson City, Nevada 89701-5250

(775) 684-2800 • Fax (775) 684-2811

<http://water.nv.gov>

December 28, 2017

Lander County Commissioners
50 State Route 305
Battle Mountain, NV 89820
CERTIFIED MAIL: 9214 7969 0099 9790 1618 7755 26

Ladies and Gentlemen:

Pursuant to the provisions of NRS § 534.040(2), it is respectfully requested that you levy a special assessment on all taxable property within the confines of the Crescent Valley Groundwater Basin for the Fiscal Year July 1, 2018, to June 30, 2019. The levy must be charged against each water user who has a permit to appropriate water or a perfected water right, and the charge against each water user must be based upon the proportion which their water right bears to the aggregate water rights in the subject hydrographic basin, as officially designated on December 30, 1977, and as amended.

The amount of \$36,743.96 will be required for the payment of necessary expenses for supervision over the groundwater basin to include, but not limited to special studies, water level measurements, crop/pumpage inventories, field investigations, aquifer tests, well driller inspections, intent to drill card and well log review, associated data collection and management.

We are enclosing a certificate to be signed and returned indicating that the assessment rate necessary to support the proposed budget has been acted on by the County Commissioners and the amount certified to the Assessor.

Sincerely,

A handwritten signature in black ink, appearing to be "Jason King", followed by the letters "P.E." in a stylized, bold font.

Jason King, P.E.
State Engineer

JK/jw
Enclosures

Jason King, P.E., State Engineer
Division of Water Resources
901 S. Stewart Street, Suite 2002
Carson City, Nevada 89701

Dear Mr. King:

I hereby certify that the State Engineer's budget for payment of necessary expenses for the supervision over the waters of the Crescent Valley Ground Water Basin for the Fiscal Year July 1, 2018, to June 30, 2019, in the amount of Thirty Six Thousand Seven Hundred Forty Three Dollars and Ninety Six Cents (\$36,743.96) has been received by LANDER COUNTY in accordance with the provisions of NRS § 534.040.

The assessment rate necessary to support the proposed budget was acted upon by the COUNTY COMMISSIONERS OF LANDER COUNTY on the _____ day of _____, 20__, and the amount contained therein was certified to the ASSESSOR OF LANDER COUNTY.

Respectfully submitted,

COUNTY CLERK

BASIN ASSESSMENT SUMMARY

HYDROGRAPHIC BASIN #054

Crescent Valley
Lander County

Acre-Feet Subject to Assessment 73,486.87
Charge Per Acre-Foot \$0.50
Excess Due to \$1.00 Minimum Charge and Rounding \$0.52
Total Amount Assessed \$36,743.96

NDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	QTR	QTR	SECTION	TWP	RGE	PERMIT	USE	ACRE-FEET	CHARGE	TOTALS
Cortez Joint Venture & Barrick Gold U.S.													
c/o Barrick Gold North America													
310 S Main Street, Suite 1150													
Salt Lake City, UT 84101													
	07-350-09	Bureau of Land Management	07-430-03	NE 1/4	NW 1/4	17	27N	47E	10485	STK	11.57	\$5.79	\$35,979.11
		Cortez Joint Venture	07-350-09	NW 1/4	SE 1/4	19	28N	48E	13239	STK	11.20	\$5.60	
		Bureau of Land Management	07-250-35	Lot 12		30	29N	48E	54179	STK	32.59	\$16.30	
		Bureau of Land Management	07-250-07	Lot 5		06	29N	48E	58405	STK	22.40	\$11.20	
		Cortez Joint Venture	07-350-15	NE 1/4	NE 1/4	18	28N	48E	63170	STK	13.30	\$6.65	
		Cortez Joint Venture	07-350-14	NW 1/4	SW 1/4	11	28N	47E	79076	STK	22.40	\$11.20	
		Cortez Gold Mines	07-350-10	SW 1/4	NE 1/4	27	28N	47E	80813	STK	11.20	\$5.60	
		Bureau of Land Management	07-350-16	SE 1/4	SE 1/4	16	28N	47E	81013	STK	11.20	\$5.60	
		Barrick Gold U.S. Inc	07-420-02	NE 1/4	NE 1/4	28	27N	46E	83240	STK	16.13	\$8.07	
											20,812.76	\$10,406.38	
		Bureau of Land Management	07-430-03	SE 1/4	NE 1/4	24	27N	47E	24663	MM			
		Bureau of Land Management	07-430-03	SE 1/4	NE 1/4	24	27N	47E	24664	MM			
		Bureau of Land Management	07-430-03	SE 1/4	NW 1/4	13	27N	47E	46224	MM			
		Bureau of Land Management	07-430-03	SE 1/4	NW 1/4	13	27N	47E	46225	MM			
		Bureau of Land Management	07-430-03	NE 1/4	SE 1/4	12	27N	47E	58187E	ENV			
		Bureau of Land Management	07-430-03	SE 1/4	SE 1/4	12	27N	47E	58188E	ENV			
		Bureau of Land Management	07-430-03	SW 1/4	SE 1/4	12	27N	47E	58189E	ENV			
		Bureau of Land Management	07-430-03	SE 1/4	SW 1/4	12	27N	47E	58190E	ENV			
		Bureau of Land Management	07-430-03	NE 1/4	NW 1/4	13	27N	47E	58191E	ENV			
		Bureau of Land Management	07-430-03	SE 1/4	NW 1/4	13	27N	47E	58192E	ENV			
		Bureau of Land Management	07-430-03	NE 1/4	NE 1/4	24	27N	47E	58985E	ENV			
		Bureau of Land Management	07-430-03	NE 1/4	NE 1/4	24	27N	47E	59339	MM			
		Bureau of Land Management	07-430-03	NE 1/4	NE 1/4	24	27N	47E	59340	MM			
		Bureau of Land Management	07-430-03	NW 1/4	NE 1/4	25	27N	47E	75053	MM			
		Bureau of Land Management	07-500-08	SE 1/4	NW 1/4	06	26N	48E	75342	MM			
		Bureau of Land Management	07-430-03	SE 1/4	NE 1/4	24	27N	47E	76864	MM			
		Bureau of Land Management	07-430-04	NW 1/4	NW 1/4	31	27N	48E	77179	MMD			
		Bureau of Land Management	07-430-04	NW 1/4	SE 1/4	31	27N	48E	80335	MM			
		Bureau of Land Management	07-430-03	SW 1/4	SW 1/4	32	27N	48E	82592	MMD			
		Bureau of Land Management	07-430-04	SW 1/4	SW 1/4	31	27N	48E	85012	MMD			
		Bureau of Land Management	07-430-03	NE 1/4	SE 1/4	36	27N	47E	85013	MMD			
		Bureau of Land Management	07-430-04	SW 1/4	SE 1/4	31	27N	48E	85014	MMD			
											50,993.44	\$25,496.72	
		Bureau of Land Management	07-350-16	SW 1/4	NE 1/4	31	28N	47E	57134	MM			
		Bureau of Land Management	07-350-16	SW 1/4	NE 1/4	31	28N	47E	57138	MM			
		Bureau of Land Management	07-430-02	SW 1/4	NE 1/4	05	27N	47E	57144	MM			
		Bureau of Land Management	07-430-02	SW 1/4	SE 1/4	06	27N	47E	57146	MM			
		Bureau of Land Management	07-430-02	SW 1/4	SW 1/4	05	27N	47E	57147	MM			
		Bureau of Land Management	07-430-02	SW 1/4	SE 1/4	05	27N	47E	57148	MM			
		Bureau of Land Management	07-430-02	SW 1/4	SW 1/4	05	27N	47E	57147	MM			
		Bureau of Land Management	07-430-02	SW 1/4	SE 1/4	05	27N	47E	57148	MM			

(Continued)

HYDROGRAPHIC BASIN #054

Crescent Valley
Lander County

NDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	QTR	QTR	SECTION	TWP	RGE	PERMIT	USE	ACRE-FEET	CHARGE	TOTALS
Cortez Joint Venture (Continuation)		Bureau of Land Management	07-430-02	SE 1/4	SE 1/4	06	27N	47E	72666	MM			
		Bureau of Land Management	07-430-02	SE 1/4	SW 1/4	05	27N	47E	72667	MM			
		Bureau of Land Management	07-430-02	SE 1/4	SW 1/4	05	27N	47E	72669	MM			
		Bureau of Land Management	07-430-03	NW 1/4	NW 1/4	08	27N	47E	72674	MM			
		Bureau of Land Management	07-430-02	SE 1/4	SE 1/4	06	27N	47E	72675	MM			
		Bureau of Land Management	07-430-02	SE 1/4	SE 1/4	06	27N	47E	72677	MM			
		Bureau of Land Management	07-430-02	SE 1/4	SE 1/4	06	27N	47E	72678	MM			
		Bureau of Land Management	07-430-02	SE 1/4	SE 1/4	06	27N	47E	72679	MM			
		Bureau of Land Management	07-430-02	SE 1/4	SE 1/4	06	27N	47E	72680	MM			
		Bureau of Land Management	07-430-02	SE 1/4	SE 1/4	06	27N	47E	72681	MM			
		Bureau of Land Management	07-430-02	SE 1/4	SE 1/4	06	27N	47E	72682	MM			
		Bureau of Land Management	07-430-02	SE 1/4	SE 1/4	06	27N	47E	72683	MM			
		Bureau of Land Management	07-430-02	SE 1/4	SE 1/4	06	27N	47E	72684	MM			
		Bureau of Land Management	07-430-02	SE 1/4	SE 1/4	06	27N	47E	72685	MM			
		Bureau of Land Management	07-430-03	NW 1/4	NW 1/4	08	27N	47E	72687	MM			
		Bureau of Land Management	07-430-03	NW 1/4	NW 1/4	08	27N	47E	72688	MM			
		Bureau of Land Management	07-430-03	NW 1/4	NW 1/4	08	27N	47E	72689	MM			
		Bureau of Land Management	07-430-02	SW 1/4	SW 1/4	05	27N	47E	78085	MMD			
		Bureau of Land Management	07-430-02	SW 1/4	SW 1/4	05	27N	47E	78086	MMD			
		Bureau of Land Management	07-430-02	SW 1/4	SW 1/4	05	27N	47E	78087	MMD			
		Bureau of Land Management	07-500-06	SW 1/4	NE 1/4	06	26N	48E	79897	IRR			
		Cortez Joint Venture, The	05-590-08	NW 1/4	SE 1/4	14	28N	48E	80130	IRR			
		Bureau of Land Management	07-350-16	SE 1/4	NW 1/4	08	27N	47E	80131	IRR			
		Bureau of Land Management	07-350-16	SE 1/4	NW 1/4	08	27N	47E	80132	IRR			
		Bureau of Land Management	07-350-16	NW 1/4	NW 1/4	08	27N	47E	80133	IRR			
		Bureau of Land Management	07-350-16	NW 1/4	NW 1/4	08	27N	47E	80134	IRR			
		Bureau of Land Management	07-430-02	SE 1/4	NW 1/4	05	27N	47E	80135	IRR			
		Bureau of Land Management	07-350-16	SE 1/4	NW 1/4	08	27N	47E	80136	IRR			
		Bureau of Land Management	07-430-02	SE 1/4	NW 1/4	05	27N	47E	80137	IRR			
		Bureau of Land Management	07-430-02	SE 1/4	SW 1/4	05	27N	47E	80138	IRR			
		Bureau of Land Management	07-350-16	NW 1/4	NW 1/4	08	28N	47E	80139	IRR			
		Bureau of Land Management	07-350-16	NW 1/4	NW 1/4	08	28N	47E	80140	IRR			
		Bureau of Land Management	07-350-16	NW 1/4	NW 1/4	08	28N	47E	80141	IRR			
		Bureau of Land Management	07-350-16	NW 1/4	NW 1/4	08	28N	47E	80142	IRR			
		Bureau of Land Management	07-430-03	NW 1/4	NW 1/4	08	27N	47E	80935	MM			
		Bureau of Land Management	07-430-02	NW 1/4	SW 1/4	04	27N	47E	80936	MM			
		Bureau of Land Management	07-430-03	NW 1/4	NE 1/4	08	27N	47E	80937	MM			
		Bureau of Land Management	07-430-03	NW 1/4	NW 1/4	09	27N	47E	80938	MM			
		Bureau of Land Management	07-430-03	NW 1/4	NW 1/4	08	27N	47E	80972	MM			
		Bureau of Land Management	07-430-03	NW 1/4	NW 1/4	08	27N	47E	80973	MM			
		Bureau of Land Management	07-430-03	SE 1/4	NW 1/4	08	27N	47E	80974	MM			
		Bureau of Land Management	07-430-03	SW 1/4	SW 1/4	05	27N	47E	80975	MM			
		Bureau of Land Management	07-430-03	SE 1/4	NW 1/4	05	27N	47E	80976	MM			
		Bureau of Land Management	07-430-03	SE 1/4	NW 1/4	08	27N	47E	81608	MM			
		Bureau of Land Management	07-350-16	NE 1/4	NE 1/4	06	27N	47E	81730	STK			
		Bureau of Land Management	07-430-03	SE 1/4	NW 1/4	08	27N	47E	82046	MM			
		Bureau of Land Management	007-350-16	SW 1/4	SW 1/4	15	28N	47E	84319	MMD			
		Bureau of Land Management		SW 1/4	SW 1/4	31	27N	48E	85200	IRR			
		Bureau of Land Management		SW 1/4	NW 1/4	08	27N	47E	86208E	ENV			

HYDROGRAPHIC BASIN #054

Crescent Valley
Lander County

NDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	POD DESCRIPTION				RGE	PERMIT	USE	ACRE-FEET	CHARGE	TOTALS
				QTR	QTR	SECTION	TWP						
Barrick Cortez, Inc. c/o Barrick Gold North America 310 S Main Street, Suite 1150 Salt Lake City, UT 84101	002-310-09	Bureau of Land Management	07-430-03	SW 1/4	SE 1/4	28	27N	48E	84241	MM	1.00	\$1.00	\$190.78
				SW 1/4	SE 1/4	31	27N	48E	87055	MM	100.97	\$50.49	
				NE 1/4	SE 1/4	36	27N	47E	87056	MM	278.58	\$139.29	
Klondex Gold & Silver Mining Company 6110 Plumas Street Ste A Reno, NV 89519	07-160-08	Bureau of Land Management	07-060-33	NW 1/4	NW 1/4	22	30N	47E	28637	MM	282.36	\$141.18	\$141.18
				SW 1/4	NE 1/4	22	30N	47E	75129	MM			
				SW 1/4	NE 1/4	22	30N	47E	77002	MMD			
				NE 1/4	NE 1/4	22	30N	47E	77003	MMD			
Mill Gulch Placer Mining Co. c/o Barrick Gold North America 310 S Main Street, Suite 1150 Salt Lake City, UT 84101	07-500-01	Bureau of Land Management	07-350-16	NW 1/4	SE 1/4	22	28N	47E	10071	MM	485.07	\$242.54	\$242.54
New Gold Nevada, Inc. c/o Nevada Rae Gold, Inc 8023 Enterprise Street Burnbay, BC V5A 1V5	07-000-02	Bureau of Land Management	07-250-25	NE 1/4	NE 1/4	24	29N	47E	41141	MM	380.70	\$190.35	\$190.35
				Lot 1		24	29N	47E	60072	MM			
Little Gem Mining Company P.O. Box 1186 Elko, NV 89802	Unsecured	Bureau of Land Management	07-350-16	SW 1/4	NE 1/4	3	28N	47E	13343	MM	40.33	Not Assessed	



**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES**

901 South Stewart Street, Suite 2002

Carson City, Nevada 89701-5250

(775) 684-2800 • Fax (775) 684-2811

<http://water.nv.gov>

November 28, 2017

Lander County Commissioners
50 State Route 305
Battle Mountain, NV 89820
CERTIFIED MAIL: 9214 7969 0099 9790 1618 2536 42

Ladies and Gentlemen:

Pursuant to the provisions of NRS § 534.040(2), it is respectfully requested that you levy a special assessment on all taxable property within the confines of the Antelope Valley Groundwater Basin for the Fiscal Year July 1, 2018, to June 30, 2019. The levy must be charged against each water user who has a permit to appropriate water or a perfected water right, and the charge against each water user must be based upon the proportion which their water right bears to the aggregate water rights in the subject hydrographic basin, as officially designated on August 5, 1964.

The amount of \$15,466.39 will be required for the payment of necessary expenses for supervision over the groundwater basin to include, but not limited to special studies, water level measurements, crop/pumpage inventories, field investigations, aquifer tests, well driller inspections, intent to drill card and well log review, associated data collection and management.

We are enclosing a certificate to be signed and returned indicating that the assessment rate necessary to support the proposed budget has been acted on by the County Commissioners and the amount certified to the Assessor.

Sincerely,

A handwritten signature in black ink, appearing to be "Jason King", followed by the initials "P.E." in a stylized font.

Jason King, P.E.
State Engineer

JK\jw
Enclosures

Jason King, P.E., State Engineer
Division of Water Resources
901 S. Stewart Street, Suite 2002
Carson City, Nevada 89701

Dear Mr. King:

I hereby certify that the State Engineer's budget for payment of necessary expenses for the supervision over the waters of the Antelope Valley Groundwater Basin for the Fiscal Year July 1, 2018, to June 30, 2019, in the amount of Fifteen Thousand Four Hundred Sixty Six Dollars and Thirty Nine Cents (\$15,466.39), has been received by LANDER COUNTY in accordance with the provisions of NRS § 534.040.

The assessment rate necessary to support the proposed budget was acted upon by the COUNTY COMMISSIONERS OF LANDER COUNTY on the _____ day of _____, 20____, and the amount contained therein was certified to the ASSESSOR OF LANDER COUNTY.

Respectfully submitted,

COUNTY CLERK

BASIN ASSESSMENT SUMMARY

BASIN #057 Antelope Valley Lander County

Acre-Feet Subject to Assessment 30,932.76
 Charge Per Acre-Foot \$0.50
 Excess Due to \$1.00 Minimum Charge and Rounding \$0.01
Total Amount Assessed \$15,466.39

NDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	POD DESCRIPTION			RGE	PERMIT	USE	ACRE-FEET	CHARGE	TOTALS
				QTR	QTR	SECTION	TWP					
Lucio, David & Lucio, Ronnie 10810 Avenue 184 Tulare, CA 93274	05-010-03	Lucio, David & Lucio, Lonnie	05-010-03	SE¼	NE¼	10	24N	40E	IRR	1,076.00	\$538.00	\$1,119.62
		Lucio, David & Lucio, Lonnie	05-010-03	SE¼	NE¼	10	24N	40E	IRR			
		Lucio, David & Lucio, Lonnie	05-010-03	SE¼	NE¼	10	24N	40E	IRR			
		Lucio, David & Lucio, Lonnie	05-010-03	NE¼	NE¼	10	24N	40E	IRR			
Monk, Rodney D. & Lori Farr Sunnybrook Farm HC 61, Box 182 Battle Mountain, NV 89820	05-010-04	Monk, Rodney D. & Lori Farr	05-010-04	SE¼	SE¼	10	24N	40E	IRR	126.40	\$63.20	\$1,171.96
		Monk, Rodney D. & Lori Farr	05-010-04	SE¼	NE¼	15	24N	40E	IRR	1,091.92	\$545.96	
		Monk, Rodney D. & Lori Farr	05-010-04	SW¼	SE¼	10	24N	40E	IRR			
		Monk, Rodney D. & Lori Farr	05-010-04	SE¼	SE¼	10	24N	40E	IRR			
Edgmon, James A. & Ronnie H. Edgmon Family Trust 907 Montmartre Drive Modesto, CA 95355-4526	05-010-05	Edgmon Family Trust	05-010-05	SW¼	NE¼	01	24N	40E	IRR	2,419.20	\$1,209.60	\$1,209.60
		Edgmon Family Trust	05-010-05	SW¼	NW¼	01	24N	40E	IRR			
		Edgmon Family Trust	05-010-05	SW¼	NE¼	01	24N	40E	IRR			
		Edgmon Family Trust	05-010-06	SE¼	SW¼	01	24N	40E	IRR			
Farr, et. al. Farr Family Trust c/o Farr, Lyle & Lisa, Trustees HC 61 Box 165 Battle Mountain, NV 89820	05-010-07	Farr Family Trust	05-010-08	SW¼	SE¼	13	24N	40E	IRD	2,467.44	\$1,233.72	\$3,039.91
		Farr Family Trust	05-010-08	SW¼	NE¼	13	24N	40E	IRD			
		Farr Family Trust	05-010-08	SE¼	SW¼	13	24N	40E	IRR			
		Farr Family Trust	05-010-08	SW¼	NE¼	13	24N	40E	IRR			
	05-010-07	Farr Family Trust	05-010-07	SW¼	SE¼	12	24N	40E	IRD	1,190.92	\$595.46	
		Farr Family Trust	05-010-07	SW¼	SE¼	12	24N	40E	IRR			
		Farr Family Trust	05-010-07	SE¼	SE¼	12	24N	40E	IRR			
		Farr Family Trust	05-010-07	SW¼	NE¼	12	24N	40E	IRD	1,216.48	\$608.24	
	05-010-09	Farr Family Trust	05-010-09	SW¼	NE¼	24	24N	40E	IRR	1,200.00	\$600.00	
		Farr Family Trust	05-010-09	NE¼	NW¼	24	24N	40E	IRR			
		Farr Family Trust	05-010-09	SW¼	NE¼	24	24N	40E	IRR			
		Farr Family Trust	05-010-07	SE¼	SW¼	12	24N	40E	CM	4.97	\$2.49	

BASIN ASSESSMENT SUMMARY

BASIN #057

Antelope Valley
Lander County

NDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	QTR	QTR	SECTION	TWP	RGE	PERMIT	USE	ACRE-FEET	CHARGE	TOTALS
A & L Farms, LLC HC 61 Box 165 Battle Mountain, NV 89820	05-020-04	A & L Farms, LLC	05-020-04	SW¼	SW¼	03	24N	41E	56716	IRR	921.20	\$460.60	\$460.60
		A & L Farms, LLC	05-020-04	NW¼	SW¼	03	24N	41E	56717	IRR			
		A & L Farms, LLC	05-020-04	SE¼	SW¼	03	24N	41E	73657	IRR			
		A & L Farms, LLC	05-020-04	SW¼	SW¼	03	24N	41E	74901	IRR			
Bakker, Gerrit B. & Melissa M. HC 61 Box 195 Battle Mountain, NV 89820	05-020-08	A & L Farms, LLC	05-020-04	SW¼	NW¼	03	24N	41E	77926	IRR			
		Bakker Family Trust, G & M	05-020-08	SW¼	NW¼	06	24N	41E	19368	IRR	1,076.64	\$538.32	\$538.32
		Bakker Family Trust, G & M	05-020-08	SW¼	NE¼	06	24N	41E	24354	IRR			
Silver Creek Ranch, Inc. HC 61 Box 61230 Austin, NV 89310	05-320-02	Bureau of Land Management	05-090-01	SE¼	SE¼	23	23N	40E	28188	STK	22.40	\$11.20	\$11.20
		Bureau of Land Management	05-180-01	NE¼	SW¼	10	22N	41E	40542	STK			
		Bureau of Land Management	05-100-01	Lot 2		31	23N	41E	43906	STK			
		Bureau of Land Management	05-250-01	SE¼	SE¼	14	21N	41E	43908	STK			
		Bureau of Land Management	05-170-01	SW¼	SE¼	10	22N	40E	78876	STK			
		Bureau of Land Management	05-170-01	SE¼	NE¼	10	22N	40E	78877	STK			
Vernal Farms, LLC 3915 Llano Road Santa Rosa, CA 95407	07-510-02	Vernal Farms, LLC	07-510-02	SW¼	NW¼	36	25N	40E	19171	IRR	2,560.00	\$1,280.00	\$1,280.00
			07-510-02	SW¼	NE¼	36	25N	40E	66415	IRR			
			07-510-02	SW¼	SE¼	36	25N	40E	76703	IRR			
			07-510-02	SW¼	SW¼	36	25N	40E	81893	IRR			
			07-510-02	NE¼	NW¼	36	25N	40E	84566	IRR			
			07-510-02	NW¼	NW¼	36	25N	40E	84567	IRR			
Ellison Ranching Company HC 32 Box 240 Tuscarora, NV 89834	07-520-01	Ellison Ranching Company	07-520-01	SE¼	SW¼	10	25N	41E	23826	IRR	1,158.80	\$579.40	\$3,557.40
		Ellison Ranching Company	07-520-01	NE¼	SW¼	10	25N	41E	28144	IRR			
		Ellison Ranching Company	07-520-01	NW¼	SE¼	10	25N	41E	54331	IRR			
		Ellison Ranching Company	07-520-01	SW¼	NE¼	15	25N	41E	68618	IRR			
		Ellison Ranching Company	07-520-09	SE¼	SE¼	26	25N	41E	18204	IRR	1,245.60	\$622.80	
		Ellison Ranching Company	07-520-09	SE¼	SE¼	26	25N	41E	28297	IRR			
		Ellison Ranching Company	07-520-16	SW¼	SE¼	32	25N	41E	79591	STK	22.40	\$11.20	
		Ellison Ranching Company	07-520-16	SW¼	SW¼	32	25N	41E	79592	STK			
		Ellison Ranching Company	07-520-10	SW¼	NW¼	31	25N	41E	79593	IRR	4,668.00	\$2,344.00	
		Ellison Ranching Company	07-520-10	SW¼	NW¼	31	25N	41E	79594	IRR			
		Ellison Ranching Company	07-520-16	NW¼	SE¼	32	25N	41E	79595	IRR			
		Ellison Ranching Company	07-520-14	SE¼	SE¼	31	25N	41E	79596	IRR			
Ellison Ranching Company HC 32 Box 240 Tuscarora, NV 89834	07-520-01	Ellison Ranching Company	07-520-14	SE¼	SW¼	31	25N	41E	79597	IRR			
		Ellison Ranching Company	07-520-16	SW¼	SE¼	32	25N	41E	79598	IRR			
		Ellison Ranching Company	07-520-16	NW¼	SE¼	32	25N	41E	79599	IRR			
		Ellison Ranching Company	07-520-14	SE¼	SW¼	31	25N	41E	79600	IRR			
		Ellison Ranching Company	07-520-10	SE¼	NW¼	31	25N	41E	79601	IRR			
		Ellison Ranching Company	07-520-14	SE¼	SE¼	31	25N	41E	79661	IRR			

BASIN ASSESSMENT SUMMARY

BASIN #057

Antelope Valley
Lander County

NDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	QTR	QTR	SECTION	TWP	RGE	PERMIT	USE	ACRE-FEET	CHARGE	TOTALS
Bakker Family Trust c/o Bakker, Gerrit B. & Melissa M. HC 61 Box 195 Battlemountain, NV 89820	07-520-02	Bakker Family Trust, G & M Bakker Family Trust, G & M Bakker Family Trust, G & M Bakker Family Trust, G & M Bakker Family Trust, G & M	07-520-02	NW 1/4	SW 1/4	16	25N	41E	18948	IRR	1,217.60	\$608.80	\$608.80
Lucio Hay Company Inc 10810 Avenue 184 Tulare, CA 93274	07-520-04	Lucio Hay Company Lucio Hay Company Lucio Hay Company Lucio Hay Company	07-520-04	SW 1/4	SW 1/4	20	25N	41E	17967	IRR	1,824.96	\$912.48	\$912.48
Jamason, Dennis M. P. O. Box 11305 Reno, NV 89510-1305	07-520-06	Jamason, Dennis M.	07-520-06	SE 1/4	NW 1/4	30	25N	41E	19406	IRR	792.00	\$396.00	\$396.00
Parks, A.J. c/o A & L Farms c/s HC 61 Box 165 Battlemountain, NV 89820	07-520-07	A. & L. Farms A. & L. Farms A. & L. Farms	07-520-07	SW 1/4	NW 1/4	28	25N	41E	18945	IRR	1,009.60	\$504.80	\$754.80
Bakker Family Trust c/o Bakker, Gerrit B. & Melissa M. HC 61 Box 195 Battlemountain, NV 89820	07-520-15	Bakker Family Trust, G & M Bakker Family Trust, G & M	07-520-15	NE 1/4	NW 1/4	33	25N	41E	76945	IRR	398.81	\$199.41	\$405.70
			07-520-15	SW 1/4	SE 1/4	33	25N	41E	76946	IRR	412.58	\$206.29	
			07-520-17	SW 1/4	SW 1/4	28	25N	41E	18944	IRR	500.00	\$250.00	



**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES**

901 South Stewart Street, Suite 2002

Carson City, Nevada 89701-5250

(775) 684-2800 • Fax (775) 684-2811

<http://water.nv.gov>

October 12, 2017

Lander County Commissioners
50 State Route 305
Battle Mountain, NV 89820-4300
CERTIFIED MAIL: 9214 7969 0099 9790 1617 4161 78

Ladies and Gentlemen:

Pursuant to the provisions of NRS § 534.040(2), it is respectfully requested that you levy a special assessment within the confines of the Kobeh Valley Groundwater Basin for the Fiscal Year July 1, 2018, to June 30, 2019. The levy must be charged against each water user who has a permit to appropriate water or a perfected water right, and the charge against each water user must be based upon the proportion which their water right bears to the aggregate water rights in the subject hydrographic basin, as officially designated on April 4, 1983.

The amount of \$6,841.50 will be required for the payment of necessary expenses for supervision over the groundwater basin to include, but not limited to special studies, water level measurements, crop/pumpage inventories, field investigations, aquifer tests, well driller inspections, intent to drill card and well log review, associated data collection and management.

We are enclosing a certificate to be signed and returned indicating that the assessment rate necessary to support the proposed budget has been acted on by the County Commissioners and the amount certified to the Assessor.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason King, P.E.", with a stylized flourish at the end.

Jason King, P.E.
State Engineer

JK/jw
Enclosures

Jason King, P.E., State Engineer
Division of Water Resources
901 S. Stewart Street, Suite 2002
Carson City, Nevada 89701

Dear Mr. King:

I hereby certify that the State Engineer's budget for payment of necessary expenses for the supervision over the waters of the Kobeh Valley Groundwater Basin for the Fiscal Year July 1, 2018, to June 30, 2019, in the amount of Six Thousand Eight Hundred Forty One Dollars and Fifty Cents (\$6,841.50), has been received by LANDER COUNTY in accordance with the provisions of NRS § 534.040.

The assessment rate necessary to support the proposed budget was acted upon by the COUNTY COMMISSIONERS OF LANDER COUNTY on the _____ day of _____, 20__, and the amount contained therein was certified to the ASSESSOR OF LANDER COUNTY.

Respectfully submitted,

COUNTY CLERK



**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES**

901 South Stewart Street, Suite 2002

Carson City, Nevada 89701-5250

(775) 684-2800 • Fax (775) 684-2811

<http://water.nv.gov>

December 20, 2017

Lander County Commissioners
50 State Route 305
Battle Mountain, NV 89820
CERTIFIED MAIL: 9214 7969 0099 9790 1618 6715 52

Ladies and Gentlemen:

Pursuant to the provisions of NRS § 534.040(2), it is respectfully requested that you levy a special assessment on all taxable property within the confines of the Middle Reese River Valley Groundwater Basin for the Fiscal Year July 1, 2018, to June 30, 2019. The levy must be charged against each water user who has a permit to appropriate water or a perfected water right, and the charge against each water user must be based upon the proportion which their water right bears to the aggregate water rights in the subject hydrographic basin, as officially designated on August 5, 1964.

The amount of \$23,515.31 will be required for the payment of necessary expenses for supervision over the groundwater basin to include, but not limited to special studies, water level measurements, crop/pumpage inventories, field investigations, aquifer tests, well driller inspections, intent to drill card and well log review, associated data collection and management.

We are enclosing a certificate to be signed and returned indicating that the assessment rate necessary to support the proposed budget has been acted on by the County Commissioners and the amount certified to the Assessor.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason King", followed by the letters "P.E." in a larger, bold font.

Jason King, P.E.
State Engineer

JKjw
Enclosures

Jason King, P.E., State Engineer
Division of Water Resources
901 S. Stewart Street, Suite 2002
Carson City, Nevada 89701

Dear Mr. King:

I hereby certify that the State Engineer's budget for payment of necessary expenses for the supervision over the waters of the Middle Reese River Valley Groundwater Basin for the Fiscal Year July 1, 2018, to June 30, 2019, in the amount of Twenty Three Thousand Five Hundred Fifteen Dollars and Thirty One Cents (\$23,515.31), has been received by LANDER COUNTY in accordance with the provisions of NRS § 534.040.

The assessment rate necessary to support the proposed budget was acted upon by the COUNTY COMMISSIONERS OF LANDER COUNTY on the _____ day of _____, 20____, and the amount contained therein was certified to the ASSESSOR OF LANDER COUNTY.

Respectfully submitted,

COUNTY CLERK

BASIN ASSESSMENT SUMMARY

BASIN #058

Middle Reese River Valley
Lander County

Acre-Feet Subject to Assessment 47,030.58
 Charge Per Acre-Foot \$0.50
 Excess Due to \$1.00 Minimum Charge and Rounding \$0.02
 Total Amount Assessed \$23,515.31

NDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	QTR	QTR	SECTION	TWP	RGE	PERMIT	USE	ACRE-FEET	CHARGE	TOTALS
Altamira Farms c/o Central Nevada Hay Company 6822 S Starlight Dr. Morrison, CO 80465	07-530-29	Central Nevada Hay Co.	07-530-29	SE¼	SE¼	21	25N	42E	18781	IRD	412.55	\$206.28	\$206.28
Central Nevada Hay Company, Johnson, Travis & Melanie, and Johnson, Tracy Ann c/o Home Lumber Company 6822 Starlight Dr. Morrison, CO 80465	07-460-09	Johnson, T T & M & Central NV Hay Johnson, T T & M & Central NV Hay	07-460-09	SW¼	SE¼	30	26N	43E	18936	IRD	1,076.96	\$538.48	\$1,080.12
				SW¼	SW¼	30	26N	43E	24145	IRR	1,083.28	\$541.64	
Elision Ranching Company HC 32 Box 240 Tuscarora, NV 89834	07-390-08	Elision Ranching Company Elision Ranching Company	07-390-08	SE¼	NE¼	31	27N	43E	13395	IRR	595.20	\$297.60	\$1,047.26
				SW¼	NW¼	32	27N	43E	18638	IRR			
		BLM	07-460-20	SW¼	SE¼	22	26N	43E	9184	STK	8.72	\$4.36	
		BLM	07-530-32	SE¼	SW¼	12	25N	42E	9197	STK	8.68	\$4.34	
		Elision Ranching Company	07-390-12	SW¼	NE¼	23	27N	43E	13720	IRR	798.48	\$399.24	
		Elision Ranching Company	07-460-25	SE¼	SE¼	10	26N	43E	17966	IRD	647.60	\$323.80	
		Central Nevada Hay Company	07-460-15	SW¼	NW¼	32	26N	43E	18388	STK	6.72	\$3.36	
		BLM	07-460-20	SE¼	SW¼	22	26N	43E	18708	STK	8.96	\$4.48	
		BLM	07-550-03	Lot 2		05	25N	43E	20145	STK	8.96	\$4.48	
		BLM	07-550-04	NW¼	SE¼	17	26N	43E	53757	STK	4.48	\$2.24	
		Elision Ranching Company	07-390-12	SW¼	NE¼	23	27N	43E	56195	STK	6.72	\$3.36	
Ostler, Alan and Kayla HC 61 Box 130 Battle Mountain, NV 89820	07-530-15	Ostler, Alan & Ostler, Nathan Ostler, Alan & Ostler, Nathan	07-530-10	SW¼	SW¼	16	25N	42E	65749	STK	2.26	\$1.13	\$2,017.42
			07-530-10	SE¼	NW¼	16	25N	42E	78176	IRR	658.90	\$329.45	
		Ostler, Alan & Ostler, Nathan	07-530-15	SE¼	SE¼	17	25N	42E	24432	IRR	917.20	\$458.60	
		Ostler, Alan & Ostler, Nathan	07-530-10	SE¼	SW¼	16	25N	42E	78174	IRR			
		Ostler, Alan & Ostler, Nathan	07-530-15	NE¼	NE¼	20	25N	42E	25402	IRR	1,196.08	\$598.04	
		Ostler, Alan & Ostler, Nathan	07-530-10	SE¼	NW¼	16	25N	42E	78175	IRR			
		Ostler, Alan & Ostler, Nathan	07-530-10	NE¼	NW¼	16	25N	42E	72434	IRR	1,260.40	\$630.20	
		Ostler, Alan & Ostler, Nathan	07-530-10	NE¼	NW¼	16	25N	42E	72435	IRR			

BASIN #058

Lander County

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BASIN ASSESSMENT SUMMARY

BASIN #058

Middle Reese River Valley

Lander County

NDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	QTR	QTR	POD DESCRIPTION	RGE	PERMIT	USE	ACRE-FEET	CHARGE	TOTALS
						SECTION	TWP					
Central Nevada Hay Co. 6822 South Starlight Dr. Morrison, CO 80465	07-460-13	Central Nevada Hay Company	07-530-14	SE ¼	SW ¼	11	25N	42E	IRD	606.40	\$303.20	\$15,556.01
		Central Nevada Hay Company	07-530-29	SE ¼	NE ¼	21	25N	42E	IRD	628.57	\$314.29	
		Central Nevada Hay Company	07-530-05	SE ¼	SE ¼	09	25N	42E	IRD	1,280.00	\$640.00	
		Central Nevada Hay Company	07-530-06	SE ¼	SW ¼	10	25N	42E	IRD	1,225.00	\$612.50	
		Central Nevada Hay Company	07-530-29	SW ¼	SE ¼	21	25N	42E	IRR	248.41	\$124.21	
		Central Nevada Hay Company	07-530-14	SE ¼	NW ¼	11	25N	42E	IRR	605.20	\$302.60	
		Central Nevada Hay Company	07-460-14	SE ¼	SE ¼	31	26N	43E	IRR	561.98	\$280.99	
		Central Nevada Hay Company	07-530-01	SW ¼	SE ¼	04	25N	42E	IRD	1,017.20	\$508.60	
		Central Nevada Hay Company	07-530-18	NW ¼	SW ¼	24	24N	42E	IRR	513.52	\$256.76	
		Central Nevada Hay Company	07-530-04	SW ¼	SW ¼	09	25N	42E	IRR	1,106.40	\$553.20	
		Central Nevada Hay Company	07-530-01	SE ¼	SW ¼	03	25N	42E	IRD	2,524.63	\$1,262.32	
		Central Nevada Hay Company	07-530-01	SE ¼	SE ¼	03	25N	42E	IRD	19137		
		Central Nevada Hay Company	07-530-01	SE ¼	SW ¼	03	25N	42E	IRD	20284		
		Central Nevada Hay Company	07-530-01	SE ¼	SE ¼	03	25N	42E	IRD	20285		
		Central Nevada Hay Company	07-530-01	Lot 6		03	25N	42E	IRR	22914		
		Central Nevada Hay Company	07-530-01	SE ¼	SE ¼	02	25N	42E	IRD	18693		
		Central Nevada Hay Company	07-530-01	SE ¼	SW ¼	02	25N	42E	IRR	19926		
		Central Nevada Hay Company	07-530-01	SE ¼	SW ¼	02	25N	42E	IRD	20287		
		Central Nevada Hay Company	07-530-01	NW ¼	NE ¼	02	25N	42E	IRR	27699		
		Central Nevada Hay Company	07-530-26	SE ¼	SE ¼	10	25N	42E	IRD	20378		
		Central Nevada Hay Company	07-530-24	SW ¼	SE ¼	10	25N	42E	IRD	21596		
		Central Nevada Hay Company	07-530-08	SE ¼	SE ¼	11	25N	42E	IRD	18692		
		Central Nevada Hay Company	07-530-08	SE ¼	NE ¼	11	25N	42E	IRR	22875		
		Central Nevada Hay Company	07-530-13	SW ¼	NE ¼	15	25N	42E	IRR	30674		
		Central Nevada Hay Company	07-530-13	SW ¼	NE ¼	15	25N	42E	IRR	30675		
		Central Nevada Hay Company	07-530-13	SE ¼	SE ¼	15	25N	42E	IRR	47527		
		Central Nevada Hay Company	07-530-16	SW ¼	SW ¼	23	25N	42E	IRR	30681		
		Central Nevada Hay Company	07-530-16	SW ¼	SW ¼	23	25N	42E	IRR	40742		
		Central Nevada Hay Company	07-530-03	SE ¼	SE ¼	08	25N	42E	IRR	30764		
		Central Nevada Hay Company	07-530-03	SE ¼	NE ¼	08	25N	42E	IRR	30765		
		Central Nevada Hay Company	07-530-14	NW ¼	SE ¼	14	25N	42E	IRR	30768		
		Central Nevada Hay Company	07-530-14	NW ¼	SW ¼	14	25N	42E	IRR	30769		
		Central Nevada Hay Company	07-540-02	SW ¼	NE ¼	14	25N	42E	IRR	30770		
		Central Nevada Hay Company	07-530-14	SE ¼	NW ¼	14	25N	42E	IRR	30771		
		Central Nevada Hay Company	07-530-17	SW ¼	SE ¼	23	23N	42E	IRR	40740		
		Central Nevada Hay Company	07-530-17	SW ¼	SE ¼	23	23N	42E	IRR	40743		

(Continued)

BASIN ASSESSMENT SUMMARY

BASIN #058

Middle Reese River Valley

Lander County

NDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	QTR	QTR	POD DESCRIPTION	RGE	PERMIT	USE	ACRE-FEET	CHARGE	TOTALS
						SECTION	TWP					
Central Nevada Hay Co. (Continuation)		Central Nevada Hay Company	07-530-20	SE¼	SW¼	22	25N	42E	41217	IRR	3,470.40	\$1,735.20
		Central Nevada Hay Company	07-530-20	SE¼	NW¼	22	25N	42E	41218	IRR		
		Central Nevada Hay Company	07-530-20	NE¼	NE¼	27	25N	42E	41219	IRR		
		Central Nevada Hay Company	07-530-20	SE¼	SE¼	22	25N	42E	41220	IRR		
		Central Nevada Hay Company	07-530-20	SE¼	NW¼	22	25N	42E	41221	IRR		
		Central Nevada Hay Company	07-530-29	SE¼	NE¼	28	25N	42E	41222	IRR		
		Central Nevada Hay Company	07-530-29	SE¼	NE¼	28	25N	42E	41223	IRR		
		Central Nevada Hay Company	07-530-29	SE¼	NE¼	28	25N	42E	41224	IRR		
		Central Nevada Hay Company	07-460-13	NW¼	SW¼	31	26N	43E	41497	IRR	5,536.60	\$2,768.30
		Central Nevada Hay Company	07-530-02	Lot 6	SE¼	01	25N	42E	41500	IRR		
		Central Nevada Hay Company	07-530-02	SE¼	SE¼	01	25N	42E	41501	IRR		
		Central Nevada Hay Company	07-460-13	NW¼	NW¼	31	26N	43E	41502	IRR		
		Central Nevada Hay Company	07-460-14	SW¼	NE¼	31	26N	43E	41505	IRR		
		Central Nevada Hay Company	07-460-13	SE¼	SW¼	31	26N	43E	41506	IRR		
		Central Nevada Hay Company	07-530-22	NW¼	NE¼	12	25N	42E	56245	IRR		
		Central Nevada Hay Company	07-530-22	NW¼	NE¼	12	25N	42E	56246	IRR		
		Central Nevada Hay Company	07-460-14	NE¼	NE¼	31	26N	43E	60178	IRR		

BRIAN SANDOVAL
Governor

STATE OF NEVADA

BRADLEY CROWELL
Director

JASON KING, P.E.
State Engineer



DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES

901 South Stewart Street, Suite 2002

Carson City, Nevada 89701-5250

(775) 684-2800 • Fax (775) 684-2811

<http://water.nv.gov>

November 9, 2017

Lander County Commissioners
50 State Route 305
Battle Mountain, NV 89820
CERTIFIED MAIL: 9214 7969 0099 9790 1618 0159 12

Ladies and Gentlemen:

Pursuant to the provisions of NRS § 534.040(2), it is respectfully requested that you levy a special assessment on all taxable property within the confines of the Whirlwind Valley Groundwater Basin for the Fiscal Year July 1, 2018 to June 30, 2019. The levy must be charged against each water user who has a permit to appropriate water or a perfected water right, and the charge against each water user must be based upon the proportion which their water right bears to the aggregate water rights in the subject hydrographic basin, as officially designated on October 10, 1982.

The amount of \$14,575.96 will be required for the payment of necessary expenses for supervision over the groundwater basin to include, but not limited to special studies, water level measurements, crop/pumpage inventories, field investigations, aquifer tests, well driller inspections, intent to drill card and well log review, associated data collection and management.

We are enclosing a certificate to be signed and returned indicating that the assessment rate necessary to support the proposed budget has been acted on by the County Commissioners and the amount certified to the Assessor.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason King", followed by the letters "P.E." in a stylized font.

Jason King, P.E.
State Engineer

JK/jw
Enclosures

Jason King, P.E., State Engineer
Division of Water Resources
901 S. Stewart Street, Suite 2002
Carson City, Nevada 89701

Dear Mr. King:

I hereby certify that the State Engineer's suggested budget for payment of necessary expenses over the waters of the Whirlwind Valley Groundwater Basin for the Fiscal Year July 1, 2018, to June 30, 2019, in the amount of Fourteen Thousand Five Hundred Seventy Five Dollars and Ninety Six Cents (\$14,575.96) has been received by LANDER COUNTY in accordance with the provisions of NRS § 534.040.

The assessment rate necessary to support the proposed budget was acted upon by the COUNTY COMMISSIONERS OF LANDER COUNTY on the _____ day of _____, 20____, and the amount contained therein was certified to the ASSESSOR OF LANDER COUNTY.

Respectfully submitted,

COUNTY CLERK

BASIN ASSESSMENT SUMMARY

HYDROGRAPHIC BASIN #060

Whitwind Valley
Lander County

Acre-Feet Subject to Assessment 29,151.92
 Charge Per Acre-Foot \$0.50
 Excess Due to \$1.00 Minimum Charge and Rounding \$0.00
Total Amount Assessed \$14,575.96

NDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	QTR	POD DESCRIPTION			RGE	PERMIT	USE	ACRE-FEET	CHARGE	TOTALS
						SECTION	TWP						
Beowawe Power, LLC attn: Missy Miller 9590 Prototype Court, Suite 200 Reno, NV 89521-8240	unsecured	Rossi Trust, Loretta Moffatt	010-540-01	NW	NW	19	31N	48E	39648	PWR	7,239.70	\$3,619.85	\$13,486.60
		BLM	010-510-15	NE	SE	18	31N	48E	40445	PWR	5,790.00	\$2,895.00	
		Nebeker, Wayne T. & Jayne C	005-010-29	SE	NW	17	31N	48E	43115	PWR	3,629.50	\$1,814.75	
		BLM	010-510-15	NE	SE	18	31N	48E	45992	PWR	3,620.00	\$1,810.00	
		Nebeker, Wayne Travis & Jayne C	010-510-14	SE	NE	18	31N	48E	45993	PWR	3,620.00	\$1,810.00	
Hospah Coal Company	010-510-13	Hospah Coal Company	010-510-13	SE	SE	13	31N	47E	27959	PWR	3,074.00	\$1,537.00	
		Hospah Coal Company	010-510-13	SE	SE	13	31N	47E	48737	PWR			
		Hospah Coal Company	010-510-13	SE	SE	13	31N	47E	55686	PWR			
		Hospah Coal Company	010-510-13	SE	SE	13	31N	47E	55687	PWR			
		Hospah Coal Company	010-510-13	SE	SE	13	31N	47E	59587	PWR			
Hospah Coal Company	010-510-13	SW	SE	13	31N	47E	75174	PWR					
Hospah Coal Company	010-510-13	Hospah Coal Company	010-510-13	SE	SE	13	31N	47E	78831	IND	500.00	\$250.00	\$1,086.00
c/o Newmont Mining Corp - Tax Dept 6363 S Fiddler's Green Circle Greenwood Village, CO 80111	BLM	BLM	005-010-21	NE	NE	8	31N	48E	61314	MM	1,672.00	\$836.00	
		BLM	010-510-01	NW	NW	4	31N	47E	61315	MM			
		BLM	005-010-21	NE	NE	8	31N	48E	85198	STK	6.72	\$3.36	\$3.36
Hank & Marian Filippini Family Trust HC 61 Box 70 Battle Mountain, NV 89820	007-220-46	BLM	005-010-21	NE	NE	8	31N	48E	85198	STK	6.72	\$3.36	\$3.36



**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES**

901 South Stewart Street, Suite 2002

Carson City, Nevada 89701-5250

(775) 684-2800 • Fax (775) 684-2811

<http://water.nv.gov>

December 28, 2017

Lander County Commissioners
50 State Route 305
Battle Mountain, NV 89820
CERTIFIED MAIL: 9214 7969 0099 9790 1618 7342 64

Ladies and Gentlemen:

Pursuant to the provisions of NRS § 534.040(2), it is respectfully requested that you levy a special assessment on all taxable property within the confines of the Upper Reese River Valley Groundwater Basin for the Fiscal Year July 1, 2018, to June 30, 2019. The levy must be charged against each water user who has a permit to appropriate water or a perfected water right, and the charge against each water user must be based upon the proportion which their water right bears to the aggregate water rights in the subject hydrographic basin, as officially designated on April 29, 2015.

The amount of \$3,044.30 will be required for the payment of necessary expenses for supervision over the groundwater basin to include, but not limited to special studies, water level measurements, crop/pumpage inventories, field investigations, aquifer tests, well driller inspections, intent to drill card and well log review, associated data collection and management.

We are enclosing a certificate to be signed and returned indicating that the assessment rate necessary to support the proposed budget has been acted on by the County Commissioners and the amount certified to the Assessor.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason King", followed by the letters "P.E." in a stylized, bold font.

Jason King, P.E.
State Engineer

JK\jw
Enclosures

Jason King, P.E., State Engineer
Division of Water Resources
901 S. Stewart Street, Suite 2002
Carson City, Nevada 89701

Dear Mr. King:

I hereby certify that the State Engineer's budget for payment of necessary expenses for the supervision over the waters of the Upper Reese River Valley Groundwater Basin for the Fiscal Year July 1, 2018, to June 30, 2019, in the amount of Three Thousand Forty Four Dollars and Thirty Cents (\$3,044.30), has been received by LANDER COUNTY in accordance with the provisions of NRS § 534.040.

The assessment rate necessary to support the proposed budget was acted upon by the COUNTY COMMISSIONERS OF LANDER COUNTY on the _____ day of _____, 20__, and the amount contained therein was certified to the ASSESSOR OF LANDER COUNTY.

Respectfully submitted,

COUNTY CLERK

BASIN ASSESSMENT SUMMARY

HYDROGRAPHIC BASIN #056

Upper Reese River Valley
Lander County

Acre-Feet Subject to Assessment 30,433.91
 Charge Per Acre-Foot \$0.10
 Excess Due to \$1.00 Minimum Charge and Rounding \$0.91
Total Amount Assessed \$3,044.30

NDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	QTR	QTR	SECTION	TWP	RGE	PERMIT	USE	ACRE-FEET	CHARGE	TOTALS
Andreola Farms Inc c/o Flying W Land and Livestock LLC 475 S Crook Road Fallon, NV 89406	006-060-48	Flying W Land and Livestock LLC	006-060-48	SW	SW	31	18N	42E	17957	IRD	1169.80	\$116.98	\$743.97
				SW	SE	31	18N	42E	24793	IRR			
		Flying W Land and Livestock LLC	006-050-04	SW	SE	36	18N	41E	18963	IRR	1223.60	\$122.36	
		Flying W Land and Livestock LLC	006-050-04	NE	NW	36	18N	41E	29182	IRR			
		Flying W Land and Livestock LLC	006-180-03	NW	NW	6	17N	42E	21184	IRR	787.12	\$78.71	
		Flying W Land and Livestock LLC	006-060-17	NE	SW	19	18N	42E	19356	IRR	501.42	\$50.14	
		Flying W Land and Livestock LLC	006-060-16	NW	NE	19	18N	42E	23782	IRR	585.42	\$58.54	
		BLM	006-050-01	NE	SE	25	18N	41E	25137	IRR	712.52	\$71.25	
		BLM	006-060-01	SE	SE	18	18N	42E	22033	IRR	543.08	\$54.31	
		Flying W Land and Livestock LLC	006-170-08	SW	NW	1	17N	41E	24538	IRR	1500.00	\$150.00	
Biaz Nevada, LLC 224 North Park Ave Fremont, NE 68025		Flying W Land and Livestock LLC	006-060-48	SW	SW	31	18N	42E	84714	IRR			
		Flying W Land and Livestock LLC	006-060-48	SW	NE	1	17N	41E	84715	IRR			
		Flying W Land and Livestock LLC	006-060-48	SW	NE	1	17N	41E	84717	IRR			
		Flying W Land and Livestock LLC	006-060-48	SW	SW	31	18N	42E	84718	IRR			
		Flying W Land and Livestock LLC	006-060-48	SW	SW	31	18N	41E	84719	IRR			
		Flying W Land and Livestock LLC	006-060-48	SW	NW	1	17N	41E	84720	IRR			
		Flying W Land and Livestock LLC	006-170-03	NW	SW	1	17N	41E	84716	STK	11.20	\$1.12	
		Flying W Land and Livestock LLC	006-060-48	SW	SW	31	18N	42E	85049	STK			
		Flying W Land and Livestock LLC	006-060-51	NW	NW	30	18N	42E	77107	IRR	405.62	\$40.56	
		Flying W Land and Livestock LLC	006-060-51	NW	NW	30	18N	42E	77108	IRR			
	006-060-02	Biaz Nevada, LLC	006-060-02	SW	NW	33	18N	42E	69454	IRR	1872.00	\$187.20	\$465.06
		Biaz Nevada, LLC	006-060-02	NW	NW	34	18N	42E	81780	IRR			
		Biaz Nevada, LLC	006-180-09	SE	SE	34	17N	42E	69456	IRR	1262.00	\$126.20	
		Biaz Nevada, LLC	006-300-02	SE	SE	4	16N	42E	69457	IRR			
		Biaz Nevada, LLC	006-300-02	SE	SW	8	16N	42E	85720	IRR	763.00	\$76.30	
		Biaz Nevada, LLC	006-300-02	SE	SW	8	16N	42E	85721	IRR			
		Biaz Nevada, LLC	006-300-02	SE	SW	8	16N	42E	83822	STK	44.80	\$4.48	
		Biaz Nevada, LLC	006-180-04	NW	SW	6	17N	42E	19362	IRR	708.80	\$70.88	

BASIN ASSESSMENT SUMMARY

HYDROGRAPHIC BASIN #056

Upper Reese River Valley

Lander County

NDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	QTR	QTR	SECTION	TWP	RGE	PERMIT	USE	ACRE-FEET	CHARGE	TOTALS
Huichens Family Trust c/o Lander Land & Livestock LLC 2152 Reno Highway, Suite D Fallon, NV 89406	006-170-04	Lander Land & Livestock LLC	006-170-04	SW	SE	12	17N	41E	18874	IRR	1236.63	\$123.66	\$314.86
		Lander Land & Livestock LLC	006-170-04	NW	NE	12	17N	41E	21280	IRR			
		Lander Land & Livestock LLC	006-170-09	NW	SE	1	17N	41E	22499	IRR	632.00	\$63.20	
		Lander Land & Livestock LLC	006-170-05	SW	SE	13	17N	41E	80809	IRR	1280.00	\$128.00	
Lander County Combined Sewer & Water 50 State Route 305 Battle Mountain, NV 89820	005-440-13	USFS	005-570-01	SE	NE	29	19N	44E	20159	MUN	43.98	\$4.40	\$4.40
		BLM	005-440-25	SE	SE	15	19N	43E	21576	QM			
		USFS	001-347-01	NE	NW	29	19N	44E	24426	MUN			
			005-570-01	SW	NE	29	19N	44E	25452	MUN			
Lander County Sewer & Water Dist #2 315 S Humboldt Street Battle Mountain, NV 89820	001-150-01	BLM	005-440-25	SE	SE	15	19N	43E	52400	QM	282.60	\$28.26	\$28.26
		BLM	005-440-25	SE	SE	15	19N	43E	59043	QM			
		BLM	006-070-05	SE	NE	7	18N	43E	81358	QM			
Lander County 315 S Humboldt Street Battle Mountain, NV 89820	005-510-01	Lander County Austin Airport	005-510-01	L703		31	19N	43E	70418	QM	7.37	\$1.00	\$1.00
		Silver Creek Ranch, Inc.	005-040-02	SE	SE	34	24N	43E	23969	IRR	976.00	\$97.60	\$184.50
				NW	SE	33	20N	43E	85350	IRR	750.00	\$75.00	
Silver Creek Ranch, Inc. HC 61 Box 61230 Austin, NV 89310	005-040-02	Silver Creek Ranch, Inc.	005-200-03	SW	SW	15	22N	43E	7298	IRR	89.00	\$8.90	
				NE	SW	23	23N	43E	53258	STK	8.96	\$1.00	
			BLM	NE	SE	27	24N	43E	53260	STK	8.96	\$1.00	
				NE	NW	28	21N	43E	54825	STK	5.65	\$1.00	
Meredith H Rustan Testamentary Trust c/o Andy Rustan HC 61 Box 6185 Austin, NV 89310	006-410-04	Rustan Trust	006-410-04	NE	SE	15	15N	41E	30493	IRR	135.46	\$13.55	\$13.55
Champlie, James Jr. P.O. Box 202 Austin, NV 89310	006-070-02	Champlie, James Jr.	006-070-02	SE	SE	6	18N	43E	17956	IRR	1280.00	\$128.00	\$259.01
				SE	NE	17	18N	43E	24048	IRR	102.35	\$10.24	
			Champlie, James Jr.	SE	SE	6	18N	43E	83690	IRR	1207.72	\$120.77	
Couch, Grace E and William R. c/o Gandolfo, William Jay HC 61 Box 6165 Austin, NV 89310	006-060-10	Gandolfo, William Jay	006-060-10	NW	NW	16	18N	42E	18878	IRR	784.00	\$78.40	\$78.40
Gandolfo Ranch HC 61 Box 6165 Austin, NV 89310	006-060-13	BLM	005-440-25	NE	NE	32	19N	43E	78758	STK	17.92	\$1.79	\$243.58
		BLM	005-440-25	SE	NE	13	19N	43E	80863	STK	17.92	\$1.79	
		Gandolfo, William	006-060-13	NW	SE	23	18N	42E	70080	IRR	2400.00	\$240.00	

BASIN ASSESSMENT SUMMARY

HYDROGRAPHIC BASIN #056

Upper Reese River Valley

Lander County

NDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	QTR	QTR	SECTION	TWP	RGE	PERMIT	USE	ACRE-FEET	CHARGE	TOTALS
Hardy Family Trust HC 61 Box 6109 Austin, NV 89310	006-060-09	Hardy, Michael & Sean	006-060-09	NW	NE	17	18N	42E	17955	IRR	614.00	\$61.40	\$61.40
L&A Entity, LLC HC 61 Box 6143 Austin, NV 89310	006-170-06	L&A Entity, LLC	006-170-06	SW	SW	24	17N	41E	19026	IRR	478.64	\$47.86	\$320.30
		L&A Entity, LLC	006-170-06	NW	SE	24	17N	41E	21563	IRR	374.56	\$37.46	
		L&A Entity, LLC	006-170-07	NW	SE	24	17N	41E	83830	IRR			
		L&A Entity, LLC	006-170-06	SW	SW	24	17N	41E	22733	IRR	485.64	\$48.56	
		L&A Entity, LLC	006-170-06	NW	SE	24	17N	41E	49221	IRD	502.40	\$50.24	
		L&A Entity, LLC	006-170-07	NW	SE	24	17N	41E	83827	IRR	231.00	\$23.10	
		L&A Entity, LLC	006-170-07	NW	NE	24	17N	41E	83828	IRR	244.00	\$24.40	
		L&A Entity, LLC	006-170-06	NW	SE	24	17N	41E	83829	IRR	122.76	\$12.28	
		L&A Entity, LLC	006-170-06	SE	NW	25	17N	41E	83824	IRR	763.96	\$76.40	
		L&A Entity, LLC	006-170-06	SE	NW	25	17N	41E	83825	IRR			
		L&A Entity, LLC	006-170-06	SE	NW	25	17N	41E	83826	IRR			
		L&A Entity, LLC	006-170-06	SE	NW	25	17N	41E	83831	IRR			
Reichert, Beverly and Thomas HC 61 Box 6180 Austin, NV 89310	006-300-04	Reichert, Beverly and Thomas	006-300-04	NW	NE	30	16N	42E	30741	IRR	1184.48	\$118.45	\$118.45
			006-300-04	SE	SE	19	16N	42E	23476	IRR			
Rose, Cecil D. and Steven c/o Flying W Land & Livestock LLC 475 S Crook Road Fallon, NV 89406	006-060-47	Flying W Land & Livestock LLC	006-060-47	NW	NW	31	18N	42E	22077	IRR	800.00	\$80.00	\$80.00
Guillan, Trinidad J. And Lupe R. 2277 Lovelock Hwy Fallon, NV 89406	006-180-05	Guillan, Trinidad and Lupe	006-180-05	NW	LT04	7	17N	42E	26114	IRR	1264.00	\$126.40	\$126.40
			006-180-05	NW	NW	7	17N	42E	81410	IRR			
Visbeck, Roy c/o L&A Entity, LLC HC 61 Box 6143 Austin, NV 89310	006-170-06	L&A Entity, LLC	006-170-06	SW	SW	24	17N	41E	12117	STK	11.57	\$1.16	1.16
U.S.D.I. Bureau Of Land Management Battle Mountain Distric	006-300-05		006-300-05	NE	SE	28	16N	42E	44753	STK	3.62		Billed Separately
			006-170-14	SE	SE	26	17N	41E	44760	STK	7.24		
US FOREST SERVICE				NW	SW	18	19N	44E	54501	QM	8.82		Billed Separately



**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES**

901 South Stewart Street, Suite 2002

Carson City, Nevada 89701-5250

(775) 684-2800 • Fax (775) 684-2811

<http://water.nv.gov>

January 8, 2018

Lander County Commissioners

50 State Route 305

Battle Mountain, NV 89820

CERTIFIED MAIL: 9214 7969 0099 9790 1618 8346 74

Ladies and Gentlemen:

Pursuant to the provisions of NRS § 534.040(2), it is respectfully requested that you levy a special assessment on all taxable property within the confines of the Carico Lake Valley Groundwater Basin for the Fiscal Year July 1, 2018, to June 30, 2019. The levy must be charged against each water user who has a permit to appropriate water or a perfected water right, and the charge against each water user must be based upon the proportion which their water right bears to the aggregate water rights in the subject hydrographic basin, as officially designated on September 25, 2015.

The amount of \$1,994.90 will be required for the payment of necessary expenses for supervision over the groundwater basin to include, but not limited to special studies, water level measurements, crop/pumpage inventories, field investigations, aquifer tests, well driller inspections, intent to drill card and well log review, associated data collection and management.

We are enclosing a certificate to be signed and returned indicating that the assessment rate necessary to support the proposed budget has been acted on by the County Commissioners and the amount certified to the Assessor.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jason King", followed by the letters "P.E." in a stylized, bold font.

Jason King, P.E.
State Engineer

JK/jw
Enclosures

Jason King, P.E., State Engineer
Division of Water Resources
901 S. Stewart Street, Suite 2002
Carson City, Nevada 89701

Dear Mr. King:

I hereby certify that the State Engineer's budget for payment of necessary expenses for the supervision over the waters of the Carico Lake Valley Ground Water Basin for the Fiscal Year July 1, 2018, to June 30, 2019, in the amount of One Thousand Nine Hundred Ninety Four Dollars and Ninety Cents (\$1,994.90) has been received by LANDER COUNTY in accordance with the provisions of NRS § 534.040.

The assessment rate necessary to support the proposed budget was acted upon by the COUNTY COMMISSIONERS OF LANDER COUNTY on the _____ day of _____, 20__, and the amount contained therein was certified to the ASSESSOR OF LANDER COUNTY.

Respectfully submitted,

COUNTY CLERK

BASIN ASSESSMENT SUMMARY

HYDROGRAPHIC BASIN #055

Carico Lake Valley
Lander County

Acre-Feet Subject to Assessment 3,989.78
Charge Per Acre-Foot \$0.50
Excess Due to \$1.00 Minimum Charge and Rounding \$0.01
Total Amount Assessed \$1,994.90

NDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	QTR	QTR	POD DESCRIPTION	PERMIT	USE	ACRE-FEET	CHARGE	TOTALS
						SECTION	TWP	RGE			
Barrick Gold U.S., Inc. 293 Spruce road Elko, NV 89801	007-420-02	Carico Valley Land	007-420-02	NE	NW	29	27N	46E	13719	IRR	762.76
		Carico Valley Land	007-420-02	NE	NW	29	27N	46E	66301	IRR	
		BLM	007-460-01	SE	NW	13	25N	44E	7367	STK	11.20
		Carico Valley Land	007-570-02	SW	SE	6	25N	45E	7460	STK	6.52
		Carico Valley Land	007-480-04	NW	SW	28	26N	45E	7461	STK	8.96
		Carico Valley Land	007-480-07	SE	SW	32	26N	45E	9236	STK	26.88
		BLM	007-560-01	NE	NE	13	25N	44E	25308	STK	6.72
		BLM	007-570-05	NE	SW	35	25N	45E	53459	STK	5.60
		Carico Valley Land	007-420-02	NW	NW	29	27N	46E	66461	STK	5.60
		Carico Valley Land	007-420-02	SW	SE	15	25N	44E	76905	STK	4.48
M-I L.L.C. c/o Thomson Tax & Accounting P.O. Box 460389 Houston, TX 77056-8389	098-800-13	Barrick Gold U.S. Inc	007-420-02	NW	NW	28	27N	46E	81131	IRR	1000.00
		Carico Valley Land	007-480-04	NE	NW	32	26N	45E	83332	IRR	1000.00
		BLM	007-330-22	SE	NE	26	28N	45E	17654	DOM	1076.11
		Greystone Mine		NW	SE	26	28N	45E	26872	MM	
				NW	SW	25	28N	45E	29694	MM	
				NW	NE	36	28N	45E	35814	MM	
				NE	NE	26	28N	45E	64260	MM	
				SW	NW	25	28N	45E	64261	MM	
				NE	NE	26	28N	45E	79547	MM	
				NE	NE	26	28N	45E	80789	MM	
Imco Services-Halliburton Company c/o Barrick Gold U.S., Inc. 293 Spruce road Elko, NV 89801	007-340-16	Barrick Gold U.S., Inc.	007-340-16	NW	SE	32	28N	46E	29929	MM	46.03
											\$23.02
											\$23.02
Silver Creek Ranch Inc. HC 61 Box 61230 Austin, NV 89310	005-040-02	BLM	005-050-01	NE	SE	15	24N	44E	9225	STK	4.48
				NW	SW	14	24N	44E	43909	STK	6.52
				SE	SW	17	24N	44E	43910	STK	8.96
				SE	SW	5	24N	44E	53259	STK	8.96
											\$4.48
											\$2.24
											\$3.26
											\$4.48
											\$4.48
											\$4.48



**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES**

901 South Stewart Street, Suite 2002

Carson City, Nevada 89701-5250

(775) 684-2800 • Fax (775) 684-2811

<http://water.nv.gov>

January 22, 2018

Lander County Commissioners
50 State Route 305
Battle Mountain, NV 89820
CERTIFIED MAIL: 9214 7969 0099 9790 1619 1193 29

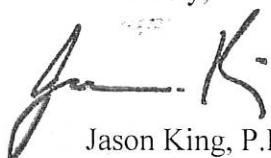
Ladies and Gentlemen:

Pursuant to the provisions of NRS § 534.040(2), it is respectfully requested that you levy a special assessment on all taxable property within the confines of the Big Smoky Valley – Northern Part Groundwater Basin for the Fiscal Year July 1, 2018, to June 30, 2019. The levy must be charged against each water user who has a permit to appropriate water or a perfected water right, and the charge against each water user must be based upon the proportion which their water right bears to the aggregate water rights in the subject hydrographic basin, as officially designated on October 24, 1983.

The amount of \$535.33 will be required for the payment of necessary expenses for supervision over the groundwater basin to include, but not limited to special studies, water level measurements, crop/pumpage inventories, field investigations, aquifer tests, well driller inspections, intent to drill card and well log review, associated data collection and management.

We are enclosing a certificate to be signed and returned indicating that the assessment rate necessary to support the proposed budget has been acted on by the County Commissioners and the amount certified to the Assessor.

Sincerely,

 **P.E.**
Jason King, P.E.
State Engineer

JK/jw
Enclosures

Jason King, P.E., State Engineer
Division of Water Resources
901 S. Stewart Street, Suite 2002
Carson City, Nevada 89701

Dear Mr. King:

I hereby certify that the State Engineer's budget for payment of necessary expenses for the supervision over the waters of the Big Smoky Valley – Northern Part Groundwater Basin for the Fiscal Year July 1, 2018, to June 30, 2019, in the amount of Five Hundred Thirty Five Dollars and Thirty Three Cents (\$535.33), has been received by LANDER COUNTY in accordance with the provisions of NRS § 534.040.

The assessment rate necessary to support the proposed budget was acted upon by the COUNTY COMMISSIONERS OF LANDER COUNTY on the _____ day of _____, 20__, and the amount contained therein was certified to the ASSESSOR OF LANDER COUNTY.

Respectfully submitted,

COUNTY CLERK

BASIN ASSESSMENT SUMMARY

HYDROGRAPHIC BASIN #137B

Big Smoky Valley - Northern Part (GW)
Lander County

Acre-Feet Subject to Assessment 5,281.47
Charge Per Acre-Foot \$0.10
Excess Due to \$1.00 Minimum Charge and Rounding \$7.18
Total Amount Assessed \$535.33

NDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	POD DESCRIPTION			RGE	PERMIT	USE	ACRE-FEET	CHARGE	TOTALS
				QTR	QTR	SECTION	TWP					
BT&Z Nevada, LLC 224 North Park Ave Fremont, NE 68025	006-300-02	BLM	006-350-01	NE	NW	28	16N	45E	40646	STK	0.74	\$1.00
		BLM	006-340-07	SW	SE	36	16N	44E	40651	STK	0.64	\$1.00
		BLM	006-350-01	NE	NW	28	16N	45E	12773	STK	21.73	\$2.17
Gillman Springs Home Owners Ass. HC 65 Box 25 Austin, NV 89310-9103	004-012-18	Gillman Springs Home Owners Ass.	004-012-18	NE	NW	10	16N	44E	74515	QM	119.84	\$11.98
Kaltenbach, Andrew P. & Gloria M. c/o Fouts, Charles & Dorothy HC 65 Box B Austin, NV 89310	006-110-04	Fouts, Charles & Dorothy BLM	006-110-04	NW	SW	20	18N	45E	28998	QM	21.33	\$2.13
			006-110-01	NW	SW	20	18N	45E	13052	DOM	1.41	\$1.00
Kingston-City HC 65 Box 130 Austin, NV 89310	003-221-02	Town of Kingston Lander County School Dist	003-221-02	SW	NW	36	16N	43E	53282	QM	268.19	\$26.82
			003-201-10	SE	NW	36	16N	43E	74426	QM	723.97	\$72.40
Miles, Ann & John D. HC 65 Box 203 Austin, NV 89310	003-155-02	Miles, Ann & John D.	003-155-02	NW	SE	36	16N	43E	65642	COM	2.02	\$1.00
NV-Sierra United Methodist Church P.O. Box 980250 West Sacramento, CA 95798	005-450-14	United Methodist Church	005-450-14	SW	SE	23	19N	44E	55323	REC	0.27	\$1.00
Parsons, Charles W. & Mary F. c/o Ellis, Meri C 41 Heaven Hill Way Carson City, NV 89706	005-460-06	BLM Ellis, Meri C	006-120-02	SE	SE	1	18N	45EH	11571	STK	33.60	\$3.36
			005-460-06	NW	SW	35	19N	45E	18509	IRR	138.80	\$13.88
Southwest Land & Minerals Corp. 705 Sierra Park Dr Reno, NV 89512	010-460-20	BLM BLM USFS	006-450-01	NE	NE	5	15N	44E	42188	MM	22.82	\$2.28
			006-450-01	LT01		6	15N	44E	50144	MM	266.63	\$26.66
			006-310-07	SE	SW	22	16N	43E	51414	MM	0.49	\$1.00
Weiler, Samuel c/o Young Bros HC 64 Box A Austin, NV 89310	006-220-03	BLM	006-230-02	NW	SW	12	17N	45EH	14245	MM	180.99	\$18.10
Wolf Ranches II, LLC c/o Kathleen Knudsen P.O. Box 207 Austin, NV 89310	005-450-17	Wolf Ranches II, LLC	005-450-17	SE	NW	13	19N	44E	18500	STK	6.75	\$1.00

BASIN ASSESSMENT SUMMARY

HYDROGRAPHIC BASIN #137B

Big Smoky Valley - Northern Part (GW)

Lander County

NDWR OWNER OF RECORD	BILLING APN	POD PARCEL OWNER	POD APN	QTR	QTR	SECTION	TWP	RGE	PERMIT	USE	ACRE-FEET	CHARGE	TOTALS
Young Bros HC 64 Box A Austin, NV 89310	006-340-04	Young Bros BLM	006-340-04	NE	NE	21	16N	44E	77641	IRR	1,280.00	\$128.00	\$129.46
				Lot 1		5	15N	44E	82348	STK	14.56	\$1.46	
				Lot 1		6	15N	44E	82349	STK			
Young, J. Chester c/o Young Bros HC 64 Box A Austin, NV 89310	006-340-03	BLM Young Bros BLM	006-360-01 006-340-03 006-340-07	NE SE SW	NW NW SE	28 24 36	16N 16N 16N	45E 44E 44E	26287 12718 41078	STK STK STK	14.49 11.20 1.44	\$1.45 \$1.12 \$1.00	\$4.57
						18	16N	45E	41983	STK	4.36	\$1.00	
Young, Patricia And Ralph c/o Young Bros HC 64 Box A Austin, NV 89310	006-220-04	Young Bros	006-220-04 006-220-03	NW NW	NE SE	18 18	17N 17N	45E 45E	66538 66537	IRR IRR	960.00 960.00	\$96.00 \$96.00	\$192.00
Blackbird Ranch LLC 2310 Cottage Court Reno, NV 89503	00-100-02	Blackbird Ranch LLC	00-100-02	NW	NW	18	18N	45E	85899	IRR	225.20	\$22.52	\$22.52
U.S. Forest Service		U.S. Forest Service	006-090-01	NW	NE	2	18N	44E	61430	QM	0.23	Billed Separately	

LANDER COUNTY COMMISSIONERS MEETING
2/22/2018

Agenda Item Number __15__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding Lander County to cover all veterinarian expenses for Dallas, the retired K-9 from the Lander County Sheriff's Department, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
2/22/2018

Agenda Item Number _16__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove the Lease Agreement between Lander County and the Lander County Kids Club for the building located at 150 West 3rd Street, Battle Mountain, Nevada, and all other matters properly related thereto.

Public Comment:

Background: **Lease agreement attached.**

Recommended Action: **Approval**

LANDER COUNTY KIDS CLUB LEASE AGREEMENT

This Lease Agreement, hereinafter referred to as "Agreement" is made by and between Lander County, a political subdivision of the State of Nevada, hereinafter referred to as "Lander County," and the Lander County Kids Club, hereinafter referred to as "Preschool."

RECITALS

WHEREAS, Preschool is a not-for-profit organization that desires to continue to use Lander County's property for the purpose of providing preschool education for children of low-income families in Battle Mountain; and

WHEREAS, Lander County is authorized to lease property to a nonprofit charitable or civic organization pursuant to NRS 244.2835; and

WHEREAS, Lander County does not currently need or utilize the building located at 150 West 3rd Street, Battle Mountain, Nevada 89820, hereinafter referred to as "Building," at the present time for other public purposes; and

WHEREAS, Preschool qualifies and shall continue to qualify as a nonprofit charitable organization; and

WHEREAS, both parties recognize the public need for preschool education for children of low income families.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and other good and valuable consideration contained herein, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. Purpose: Preschool shall, subject to all terms, conditions, and limitations specified hereinafter, have the right to use the Building for the purpose of providing preschool education, which shall include the running of a low-income program as set forth in Preschool's By-Laws. Preschool shall notify Lander County of any proposed by-law changes. The by-laws shall not be amended to restrict or modify open enrollment.
2. Term: This Agreement shall remain in effect from the date it is approved by both parties to the 30th day of September 2017. This term shall be subject to earlier termination as hereafter provided.
3. Effective Date: This Agreement shall not become effective until and unless approved by appropriate official action of the governing body/official of each of the parties.

4. Rental Payment: Preschool shall pay as rent ten dollars (\$10.00) per year upon execution of this agreement.

5. Maintenance and Utilities: Maintenance obligations are as follows:

A. Lander County shall be responsible for the maintenance to the exterior of the Building, landscape, grounds, and the parking lot.

B. Lander County shall be responsible for the maintenance and repair to the plumbing, heating and electrical services and systems inside the Building.

C. Lander County shall provide the maintenance and repairs required under this paragraph upon the submission of maintenance/repair requests submitted by Preschool and approved by Lander County.

D. Preschool shall provide general maintenance and cleaning of the interior of the Building and shall keep the interior in good and safe order.

E. Preschool shall pay for water, electric and gas utilities.

6. Liability and Hold Harmless: To the extent authorized by law, Preschool agrees to indemnify and hold harmless Lander County from any loss, damage, liability, cost or expense to the person or property of another, which is caused by the intentional or negligent acts of Preschool, its officers, employees or agents. Moreover, Preschool agrees to indemnify and hold harmless Lander County from any claim or potential claim from Preschool, its officers, employees, agents or guests resulting from any loss, damage, liability, cost or expense caused by any reason.

Preschool further promises to provide Lander County sufficient evidence of a liability insurance policy, satisfactory to Lander County, which covers Preschool and names Lander County as an additional insured. Said policy must indemnify and hold harmless Lander County against any and all claims, in the amount of one million dollars (\$1,000,000.00) for injury to any one person, said policy must remain in force during the entire term of this Agreement and must be subject to prior notice to Lander County before cancellation. Such proof must be provided to the Lander County Clerk's Office and the Lander County Executive Director's Office prior to this Agreement becoming effective.

7. Insurance of Property: Lander County shall be responsible for the insurance of the Building and its appurtenances. Any proceeds that result from this Paragraph shall belong to Lander County. Lander County shall be under no obligation to use said proceeds to rebuild or repair the Building to make it suitable for the purpose of this Agreement.

8. Improvements and Alterations: Preschool shall make no improvements or alterations to the Building or grounds unless prior approval is granted in writing by Lander County. All improvements

and alterations shall remain the property of Lander County upon termination of this Agreement unless Preschool can remove them without causing damage to the Building. Preschool shall not receive any credit towards rent for any improvements or alterations.

9. Surrender of Possession: Preschool agrees to surrender to Lander County possession of the Building at the expiration or termination of the Agreement, by lapse of time or otherwise, in as good repair as when Preschool obtained it at the commencement of the term, excepting only ordinary wear and decay, or damage by elements, or by act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, or of military or usurped power.

10. Amendment or Modification: Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, in entering into this Agreement, except as are stated herein, and no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by both the parties.

11. Damage or Loss to Preschool's Property: All personal property of any kind kept in the Building shall be kept there at Preschool's sole risk and Lander County shall not be held liable for any damage done to or loss of that personal property, arising from bursting pipes, overflowing or leaking of water, sewer, or steam pipes, or from heating or plumbing fixtures, or from electrical wires, or from gases, or odors, or caused in any other manner. Lander County has no duty to provide security for building.

12. Termination: This Agreement may be Terminated prior to the expiration of the term as follows:

A. Lander County or Preschool may terminate this Agreement with or without cause upon thirty (30) days written notice served upon the other party as provided in this Agreement.

B. Lander County and Preschool may agree in writing to terminate the lease at any time.

C. This Agreement shall automatically terminate upon the destruction of the Building.

13. Notices: All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below.

Lander County:
Lander County Board of Commissioners
50 State Route 305
Battle Mountain, Nevada 89820

Preschool:
The resident agent as then listed with the Nevada Secretary of State
for The Lander County Kids Club, Battle Mountain, Nevada 89820

14. Proof of Corporate and/or Nonprofit Status: Preschool shall provide Lander County with satisfactory evidence of Preschool's corporate and/or nonprofit status within twenty (20) working days after receiving a written request.
15. Waiver: Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.
16. Assignment: The rights granted and responsibilities incurred under this Agreement may not be assigned without the written consent of Lander County. Preschool may not sublease.
17. Third Party Beneficiaries: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties of the Agreement. There are no third party beneficiaries to this Agreement, and nothing contained in or implied by this Agreement shall give or allow any such claim or right of action by any other or third person.
18. Governing Law: This Agreement shall be construed and governed by the laws of the State of Nevada. Any action arising from this Agreement must be filed in the Eleventh Judicial District Court in and for the County of Lander.
19. Attorney's Fees: Should either party be required to pursue legal action to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled reasonable attorney fees and court costs.
20. Governmental Immunity: Nothing contained herein waives or is intended to waive any protections that may be applicable to Lander County or any of its elected or appointed officials, employees, or agents under any applicable statutes, rules or regulations providing governmental immunity, or any other rights, protections, immunities, defenses or limitations on liability to Lander County or such related parties that are provided by law.
21. Captions: The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

22. Integration: This Agreement shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no force or effect.

23. Relationship: This Agreement shall not be deemed to create a partnership between the parties in their respective endeavors or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise.

24. Force Majeure: Neither party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of God or governmental action.

25. Severability: if any covenant, phrase, clause, paragraph, section, condition or provision contained within this Agreement is invalidated by a court of competent jurisdiction, then the invalidity shall in no way affect any other covenant, phrase, clause, paragraph, section, condition, or provision contained in this Agreement.

26. Construction: This Agreement shall be construed without to the identity of the party who drafted various provisions of the Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.

27. Confidentiality: Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

28. Proper Authority: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.

29. Compliance With Law: The parties hereto represent and warrant that they will comply with all relevant local, state, and federal laws and regulations and further represent and warrant that any failure to comply with such laws is a material breach of contract and that the breaching party will indemnify the other party from any and all claims or damages arising out of such breach.

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IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the signatures indicated below:

LANDER COUNTY
LANDER COUNTY BOARD OF COMMISSIONERS

By: _____
DOUG MILLS, Chair

Date: _____

Attest:

APPROVED AS TO FORM
AND LEGALITY

SADIE SULLIVAN, County Clerk
and Ex-Officio Clerk of the Board of
Commissioners of Lander County, Nevada

THEODORE C. HERRERA
Lander County District Attorney

LANDER COUNTY KIDS CLUB

By: _____
LAUREN CAMPBELL, President

Date: _____

LANDER COUNTY COMMISSIONERS MEETING
2/22/2018

Agenda Item Number _17__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove the Lease Agreement between Lander County and the Frontier Community Action Agency for the building located at 370 South Mountain Street, Battle Mountain, Nevada, and all other matters properly related thereto.

Public Comment:

Background: **Lease Agreement attached**

Recommended Action: **Approval**

LEASE AGREEMENT

This Lease Agreement, hereinafter referred to as "Agreement" is made by and between Lander County, a political subdivision of the State of Nevada, hereinafter referred to as "Lander County," and the Frontier Community Action Agency, hereinafter referred to as "FCAA."

RECITALS

WHEREAS, FCAA is a not-for-profit organization that desires to use Lander County's property for the purpose of providing much needed and beneficial services to citizens in Lander County that the County would otherwise be required to expend money to provide; and

WHEREAS, Lander County is authorized to lease property to a nonprofit charitable or civic organization pursuant to NRS 244.2835; and

WHEREAS, Lander County does not currently need or utilize the building located at 370 South Mountain St., Battle Mountain, Nevada 89820, hereinafter referred to as "Building," at the present time for other public purposes; and

WHEREAS, FCAA qualifies and shall continue to qualify as a nonprofit charitable organization; and

WHEREAS, Lander County recognizes that Pershing County Women, Infants and Children (PCWIC), a not-for-profit organization will also occupy these premises simultaneously by separate contract and who also provide beneficial services to citizens in Lander County that the County would otherwise be required to expend money to provide.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and other good and valuable consideration contained herein, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. Purpose: FCAA shall, subject to all terms, conditions, and limitations specified hereinafter, have the right to use the Building for the purpose of providing program as set forth in FCAA's By-Laws. FCAA shall notify Lander County of any proposed by-law changes. The by-laws shall not be amended to restrict or modify open enrollment.
2. Term: This Agreement shall remain in effect for a two (2) year period from October 1, 2017 to September 30, 2019. This term shall be subject to earlier termination as hereafter provided.
3. Effective Date: This Agreement shall not become effective until and unless approved by appropriate official action of the governing body/official of each of the parties.

4. Rental Payment: FCAA shall pay as rent two hundred fifty dollars (\$250.00) per month upon execution of this agreement.

5. Maintenance and Utilities: Maintenance obligations are as follows:

A. Lander County shall be responsible for the maintenance to the exterior of the Building, landscape, grounds, and the parking lot.

B. Lander County shall be responsible for the maintenance and repair to the plumbing, heating and electrical services and systems inside the Building.

C. Lander County shall provide the maintenance and repairs required under this paragraph upon the submission of maintenance/repair requests submitted by FCAA and approved by Lander County.

D. FCAA shall provide general maintenance and cleaning of the interior of the Building and shall keep the interior in good and safe order.

E. FCAA shall pay for water, electric and gas utilities.

6. Liability and Hold Harmless: To the extent authorized by law, FCAA agrees to indemnify and hold harmless Lander County from any loss, damage, liability, cost or expense to the person or property of another, which is caused by the intentional or negligent acts of FCAA, its officers, employees or agents. Moreover, FCAA agrees to indemnify and hold harmless Lander County from any claim or potential claim from FCAA, its officers, employees, agents or guests resulting from any loss, damage, liability, cost or expense caused by any reason.

FCAA further promises to provide Lander County sufficient evidence of a liability insurance policy, satisfactory to Lander County, which covers FCAA and names Lander County as an additional insured. Said policy must indemnify and hold harmless Lander County against any and all claims, in the amount of one million dollars (\$1,000,000.00) for injury to any one person, said policy must remain in force during the entire term of this Agreement and must be subject to prior notice to Lander County before cancellation. Such proof must be provided to the Lander County Clerk's Office and the Lander County Executive Director's Office prior to this Agreement becoming effective.

7. Insurance of Property: Lander County shall be responsible for the insurance of the Building and its appurtenances. Any proceeds that result from this Paragraph shall belong to Lander County. Lander County shall be under no obligation to use said proceeds to rebuild or repair the Building to make it suitable for the purpose of this Agreement.

8. Improvements and Alterations: FCAA shall make no improvements or alterations to the Building or grounds unless prior approval is granted in writing by Lander County. All improvements

and alterations shall remain the property of Lander County upon termination of this Agreement unless FCAA can remove them without causing damage to the Building. FCAA shall not receive any credit towards rent for any improvements or alterations.

9. Surrender of Possession: FCAA agrees to surrender to Lander County possession of the Building at the expiration or termination of the Agreement, by lapse of time or otherwise, in as good repair as when FCAA obtained it at the commencement of the term, excepting only ordinary wear and decay, or damage by elements, or by act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, or of military or usurped power.

10. Amendment or Modification: Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, in entering into this Agreement, except as are stated herein, and no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by both the parties.

11. Damage or Loss to FCAA's Property: All personal property of any kind kept in the Building shall be kept there at FCAA's sole risk and Lander County shall not be held liable for any damage done to or loss of that personal property, arising from bursting pipes, overflowing or leaking of water, sewer, or steam pipes, or from heating or plumbing fixtures, or from electrical wires, or from gases, or odors, or caused in any other manner. Lander County has no duty to provide security for building.

12. Termination: This Agreement may be Terminated prior to the expiration of the term as follows:

A. Lander County or FCAA may terminate this Agreement with or without cause upon thirty (30) days written notice served upon the other party as provided in this Agreement.

B. Lander County and FCAA may agree in writing to terminate the lease at any time.

C. This Agreement shall automatically terminate upon the destruction of the Building.

13. Notices: All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below.

Lander County:
Lander County Board of Commissioners
50 State Route 305
Battle Mountain, Nevada 89820

FCAA:
Frontier Community Action Agency
657 Anderson Street
Winnemucca, NV 89445

14. Proof of Corporate and/or Nonprofit Status: FCAA shall provide Lander County with satisfactory evidence of FCAA's corporate and/or nonprofit status within twenty (20) working days after receiving a written request.

15. Waiver: Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

16. Assignment: The rights granted and responsibilities incurred under this Agreement may not be assigned without the written consent of Lander County. FCAA may not sublease.

17. Third Party Beneficiaries: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties of the Agreement. There are no third party beneficiaries to this Agreement, and nothing contained in or implied by this Agreement shall give or allow any such claim or right of action by any other or third person.

18. Governing Law: This Agreement shall be construed and governed by the laws of the State of Nevada. Any action arising from this Agreement must be filed in the Eleventh Judicial District Court in and for the County of Lander.

19. Attorney's Fees: Should either party be required to pursue legal action to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled reasonable attorney fees and court costs.

20. Governmental Immunity: Nothing contained herein waives or is intended to waive any protections that may be applicable to Lander County or any of its elected or appointed officials, employees, or agents under any applicable statutes, rules or regulations providing governmental immunity, or any other rights, protections, immunities, defenses or limitations on liability to Lander County or such related parties that are provided by law.

21. Captions: The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
22. Integration: This Agreement shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no force or effect.
23. Relationship: This Agreement shall not be deemed to create a partnership between the parties in their respective endeavors or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise.
24. Force Majeure: Neither party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of God or governmental action.
25. Severability: if any covenant, phrase, clause, paragraph, section, condition or provision contained within this Agreement is invalidated by a court of competent jurisdiction, then the invalidity shall in no way affect any other covenant, phrase, clause, paragraph, section, condition, or provision contained in this Agreement.
26. Construction: This Agreement shall be construed without to the identity of the party who drafted various provisions of the Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.
27. Confidentiality: Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
28. Proper Authority: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
29. Compliance With Law: The parties hereto represent and warrant that they will comply with all relevant local, state, and federal laws and regulations and further represent and warrant that any failure to comply with such laws is a material breach of contract and that the breaching party will indemnify the other party from any and all claims or damages arising out of such breach.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the signatures indicated below:

LANDER COUNTY
LANDER COUNTY BOARD OF COMMISSIONERS

By: _____ Date: _____
DOUG MILLS, Chair

Attest: APPROVED AS TO FORM
AND LEGALITY

SADIE SULLIVAN, County Clerk
and Ex-Officio Clerk of the Board of
Commissioners of Lander County, Nevada

THEODORE C. HERRERA
Lander County District Attorney

FRONTIER COMMUNITY ACTION AGENCY

By: _____ Date: _____

Printed Name, Title

LANDER COUNTY COMMISSIONERS MEETING
2/22/2018

Agenda Item Number _18__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove the Lease Agreement between Lander County and the Pershing County Women, Infants and Children, for the building at 370 South Mountain Street, Battle Mountain, Nevada, and all other matters properly related thereto.

Public Comment:

Background: **Lease Agreement Attached**

Recommended Action: **Approval**

LEASE AGREEMENT

This Lease Agreement, hereinafter referred to as "Agreement" is made by and between Lander County, a political subdivision of the State of Nevada, hereinafter referred to as "Lander County," and the Pershing County Women, Infants and Children, hereinafter referred to as "PCWIC."

RECITALS

WHEREAS, PCWIC is a not-for-profit organization that desires to use Lander County's property for the purpose of providing much needed and beneficial services to citizens in Lander County that the County would otherwise be required to expend money to provide; and

WHEREAS, Lander County is authorized to lease property to a nonprofit charitable or civic organization pursuant to NRS 244.2835; and

WHEREAS, Lander County does not currently need or utilize the building located at 370 South Mountain St., Battle Mountain, Nevada 89820, hereinafter referred to as "Building," at the present time for other public purposes; and

WHEREAS, PCWIC qualifies and shall continue to qualify as a nonprofit charitable organization; and

WHEREAS, Lander County recognizes that Frontier Community Action Agency (FCAA), a not-for-profit organization will also occupy these premises simultaneously by separate contract and who also provide beneficial services to citizens in Lander County that the County would otherwise be required to expend money to provide.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and other good and valuable consideration contained herein, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. Purpose: PCWIC shall, subject to all terms, conditions, and limitations specified hereinafter, have the right to use the Building for the purpose of providing program as set forth in PCWIC's By-Laws. PCWIC shall notify Lander County of any proposed by-law changes. The by-laws shall not be amended to restrict or modify open enrollment.
2. Term: This Agreement shall remain in effect for a two (2) year period from October 1, 2017 to September 30, 2019. This term shall be subject to earlier termination as hereafter provided.
3. Effective Date: This Agreement shall not become effective until and unless approved by appropriate official action of the governing body/official of each of the parties.

4. Rental Payment: PCWIC shall pay as rent two hundred fifty dollars (\$250.00) per month upon execution of this agreement. PCWIC may also make quarterly payments if it so desires.
5. Maintenance and Utilities: Maintenance obligations are as follows:
 - A. Lander County shall be responsible for the maintenance to the exterior of the Building, landscape, grounds, and the parking lot.
 - B. Lander County shall be responsible for the maintenance and repair to the plumbing, heating and electrical services and systems inside the Building.
 - C. Lander County shall provide the maintenance and repairs required under this paragraph upon the submission of maintenance/repair requests submitted by PCWIC and approved by Lander County.
 - D. PCWIC shall provide general maintenance and cleaning of the interior of the Building and shall keep the interior in good and safe order.
 - E. PCWIC shall pay for water, electric and gas utilities.
6. Liability and Hold Harmless: To the extent authorized by law, PCWIC agrees to indemnify and hold harmless Lander County from any loss, damage, liability, cost or expense to the person or property of another, which is caused by the intentional or negligent acts of PCWIC, its officers, employees or agents. Moreover, PCWIC agrees to indemnify and hold harmless Lander County from any claim or potential claim from PCWIC, its officers, employees, agents or guests resulting from any loss, damage, liability, cost or expense caused by any reason.

PCWIC further promises to provide Lander County sufficient evidence of a liability insurance policy, satisfactory to Lander County, which covers PCWIC and names Lander County as an additional insured. Said policy must indemnify and hold harmless Lander County against any and all claims, in the amount of one million dollars (\$1,000,000.00) for injury to any one person, said policy must remain in force during the entire term of this Agreement and must be subject to prior notice to Lander County before cancellation. Such proof must be provided to the Lander County Clerk's Office and the Lander County Executive Director's Office prior to this Agreement becoming effective.
7. Insurance of Property: Lander County shall be responsible for the insurance of the Building and its appurtenances. Any proceeds that result from this Paragraph shall belong to Lander County. Lander County shall be under no obligation to use said proceeds to rebuild or repair the Building to make it suitable for the purpose of this Agreement.
8. Improvements and Alterations: PCWIC shall make no improvements or alterations to the Building or grounds unless prior approval is granted in writing by Lander County. All improvements

and alterations shall remain the property of Lander County upon termination of this Agreement unless PCWIC can remove them without causing damage to the Building. PCWIC shall not receive any credit towards rent for any improvements or alterations.

9. Surrender of Possession: PCWIC agrees to surrender to Lander County possession of the Building at the expiration or termination of the Agreement, by lapse of time or otherwise, in as good repair as when PCWIC obtained it at the commencement of the term, excepting only ordinary wear and decay, or damage by elements, or by act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, or of military or usurped power.

10. Amendment or Modification: Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, in entering into this Agreement, except as are stated herein, and no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by both the parties.

11. Damage or Loss to PCWIC's Property: All personal property of any kind kept in the Building shall be kept there at PCWIC's sole risk and Lander County shall not be held liable for any damage done to or loss of that personal property, arising from bursting pipes, overflowing or leaking of water, sewer, or steam pipes, or from heating or plumbing fixtures, or from electrical wires, or from gases, or odors, or caused in any other manner. Lander County has no duty to provide security for building.

12. Termination: This Agreement may be Terminated prior to the expiration of the term as follows:

A. Lander County or PCWIC may terminate this Agreement with or without cause upon thirty (30) days written notice served upon the other party as provided in this Agreement.

B. Lander County and PCWIC may agree in writing to terminate the lease at any time.

C. This Agreement shall automatically terminate upon the destruction of the Building.

13. Notices: All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below.

Lander County:
Lander County Board of Commissioners
50 State Route 305
Battle Mountain, Nevada 89820

PCWIC:
Pershing County Women, Infants & Children
P.O. Box 338
Lovelock, NV 89419

14. Proof of Corporate and/or Nonprofit Status: PCWIC shall provide Lander County with satisfactory evidence of PCWIC's corporate and/or nonprofit status within twenty (20) working days after receiving a written request.
15. Waiver: Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.
16. Assignment: The rights granted and responsibilities incurred under this Agreement may not be assigned without the written consent of Lander County. PCWIC may not sublease.
17. Third Party Beneficiaries: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties of the Agreement. There are no third party beneficiaries to this Agreement, and nothing contained in or implied by this Agreement shall give or allow any such claim or right of action by any other or third person.
18. Governing Law: This Agreement shall be construed and governed by the laws of the State of Nevada. Any action arising from this Agreement must be filed in the Eleventh Judicial District Court in and for the County of Lander.
19. Attorney's Fees: Should either party be required to pursue legal action to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled reasonable attorney fees and court costs.
20. Governmental Immunity: Nothing contained herein waives or is intended to waive any protections that may be applicable to Lander County or any of its elected or appointed officials, employees, or agents under any applicable statutes, rules or regulations providing governmental immunity, or any other rights, protections, immunities, defenses or limitations on liability to Lander County or such related parties that are provided by law.

21. Captions: The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
22. Integration: This Agreement shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no force or effect.
23. Relationship: This Agreement shall not be deemed to create a partnership between the parties in their respective endeavors or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise.
24. Force Majeure: Neither party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of God or governmental action.
25. Severability: if any covenant, phrase, clause, paragraph, section, condition or provision contained within this Agreement is invalidated by a court of competent jurisdiction, then the invalidity shall in no way affect any other covenant, phrase, clause, paragraph, section, condition, or provision contained in this Agreement.
26. Construction: This Agreement shall be construed without to the identity of the party who drafted various provisions of the Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.
27. Confidentiality: Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
28. Proper Authority: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
29. Compliance With Law: The parties hereto represent and warrant that they will comply with all relevant local, state, and federal laws and regulations and further represent and warrant that any failure to comply with such laws is a material breach of contract and that the breaching party will indemnify the other party from any and all claims or damages arising out of such breach.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the signatures indicated below:

LANDER COUNTY
LANDER COUNTY BOARD OF COMMISSIONERS

By: _____ Date: _____
DOUG MILLS, Chair

Attest: APPROVED AS TO FORM
AND LEGALITY

SADIE SULLIVAN, County Clerk
and Ex-Officio Clerk of the Board of
Commissioners of Lander County, Nevada

THEODORE C. HERRERA
Lander County District Attorney

PERSHING COUNTY WOMEN, INFANTS AND CHILDREN

By: _____ Date: _____

Printed Name, Title

LANDER COUNTY COMMISSIONERS MEETING
2/22/2018

Agenda Item Number _19__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion only regarding Economic Planning for the future of Lander County, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
2/22/2018

Agenda Item Number __20__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

CLOSED SESSION:

Discussion for possible action regarding the Human Resources Director vacant position, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
2/22/2018

Agenda Item Number _21__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
CLOSED SESSION:

Discussion only regarding Vyper Adamas and their interest in Lander County as a future production site, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
2/22/2018

Agenda Item Number __22__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Correspondence/reports/potential upcoming agenda items.

Public Comment:

Background:

Recommended Action:

1. State of Nevada. Commission on Mineral Resources. Division of Minerals. Summary of Hazardous Abandoned Mine Openings by County.
2. United States Department of the Interior. Bureau of Land Management. Mount Lewis Field Office. Argenta, Copper Canyon and North Buffalo Grazing Permit Renewals.
3. United States Department of the Interior. Bureau of Land Management. Mount Lewis Field Office. 2017 Argenta End-Of-Season Monitoring Report.



BRIAN SANDOVAL
Governor

STATE OF NEVADA
COMMISSION ON MINERAL RESOURCES
DIVISION OF MINERALS

400 W. King Street, Suite 106
Carson City, Nevada 89703
(775) 684-7040 • Fax (775) 684-7052
<http://minerals.nv.gov/>



RICHARD PERRY
Administrator

Las Vegas Office: 2030 E. Flamingo Rd. #220, Las Vegas, NV 89119
Phone: (702) 486-4343; Fax: (702) 486-4345

January 31, 2018

Board of County Commissioners
Lander County
315 South Humboldt Street
Battle Mountain, NV 89820

Dear County Commissioners:

The Nevada Division of Minerals is responsible for identifying the physical hazards associated with abandoned mine openings in the state and securing the abandoned mines when no responsible party is determined.

Pursuant to NRS 513.094 Section 2:

The administrator shall annually, during the month of January, inform each board of county commissioners concerning the dangerous conditions found in the respective counties, including their degree of danger relative to one another and to those conditions found in the state as a whole.

We continue to work with claimants, land owners, and federal land managers to address those sites that are not currently secured. Counties will be copied on notification letters when requests to claimants and land owners to secure these features have gone unanswered after 6 months.

Please find attached a summary of all the hazardous abandoned mine openings by county in Nevada. The summary shows sites discovered, sites secured, percent secured, unsecured sites by hazard rank, and the percent of unsecured hazards statewide.

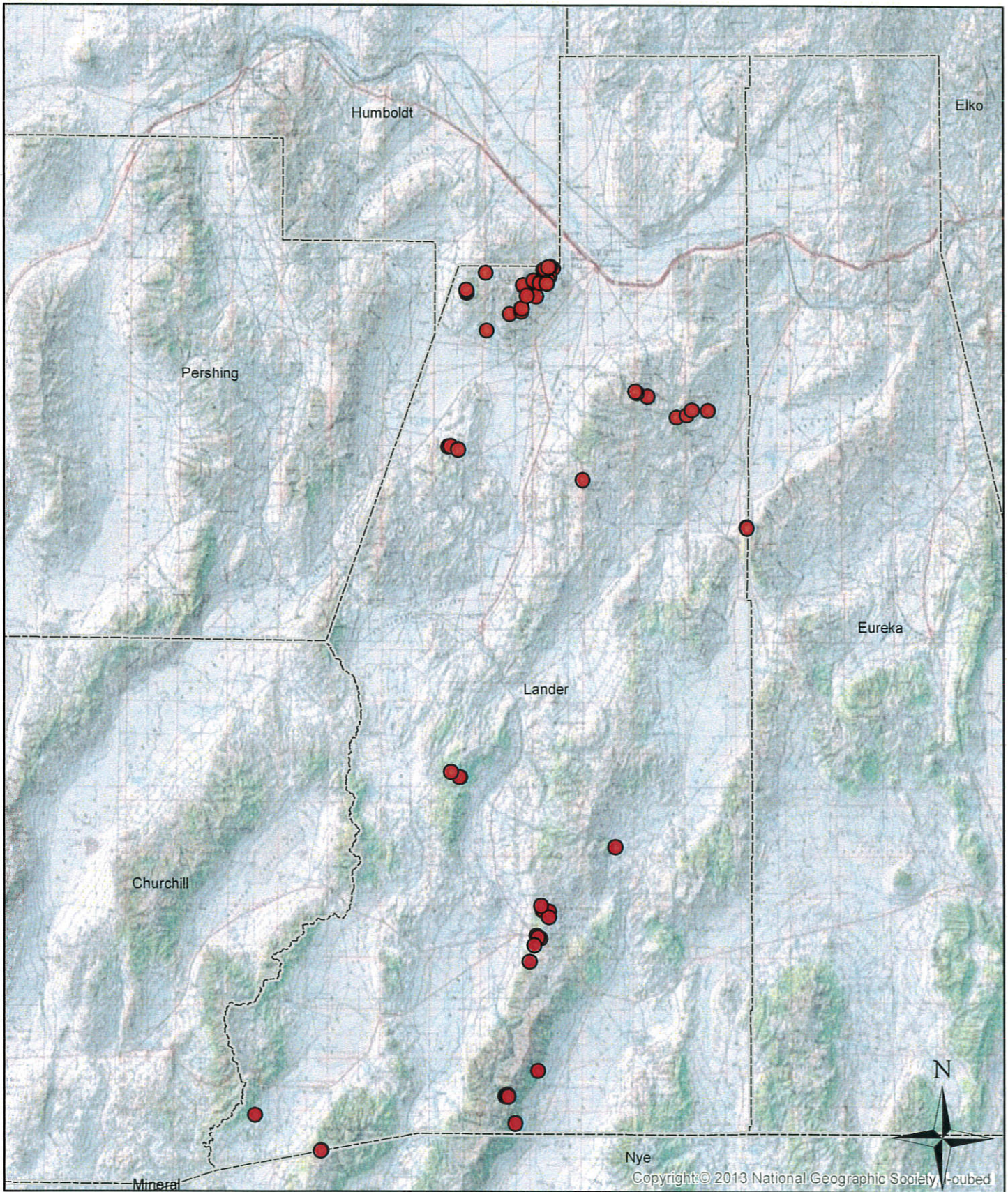
If you have any questions or need any additional information please call the Division of Minerals at 775-684-7040.

Sincerely,

Richard Perry
Administrator

Nevada Abandoned Mine Lands Program - County Summary Statistics, January 2018										
COUNTY	SITES DISCOVERED	SITES SECURED	PERCENT SECURED	UNSECURED MINIMALS	UNSECURED LOWS	UNSECURED MODERATES	UNSECURED HIGHS	TOTAL UNSECURED	PERCENT UNSECURED STATEWIDE	
Carson	76	76	100.00%	0	0	0	0	0	0.00%	
Churchill	820	652	79.51%	59	95	13	1	168	3.88%	
Clark	2,260	1,895	83.85%	46	159	146	14	365	8.43%	
Douglas	209	201	96.17%	4	2	2	0	8	0.18%	
Elko	908	722	79.52%	80	85	20	1	186	4.30%	
Esmeralda	3,203	2,721	84.95%	116	266	97	3	482	11.13%	
Eureka	1074	836	77.84%	67	141	28	2	238	5.50%	
Humboldt	942	784	83.23%	64	78	16	0	158	3.65%	
Lander	639	542	84.82%	40	49	8	0	97	2.24%	
Lincoln	993	847	85.30%	24	78	44	0	146	3.37%	
Lyon	1,168	1,036	88.70%	44	58	27	3	132	3.05%	
Mineral	1,865	1,530	82.04%	120	184	30	1	335	7.74%	
Nye	3,095	2,318	74.89%	232	417	117	11	777	17.94%	
Pershing	1,830	1,467	80.16%	80	254	29	0	363	8.38%	
Storey	216	200	92.59%	1	7	4	4	16	0.37%	
Washoe	457	409	89.50%	12	26	10	0	48	1.11%	
White Pine	2,100	1,289	61.38%	280	442	75	14	811	18.73%	
TOTAL (Since 1987)	21,885	17,525	80.08%	1269	2341	666	54	4330	100.00%	

UNSECURED ABANDONED MINES IN LANDER COUNTY



● Hazards

0 12.5 25 Miles
0 25 183 50 Kilometers

Scale 1:1,000,000

UTM NAD 83 z. 11 01/30/2018





United States Department of the Interior



BUREAU OF LAND MANAGEMENT

Mount Lewis Field Office

50 Bastian Road

Battle Mountain, Nevada 89820

Phone: 775-635-4000

Fax: 775-635-4034

<https://blm-prod.opengov.ibmcloud.com/nevada>

<http://www.blm.gov/office/battle-mountain-district-office>

In Reply Refer To:
4130.2 (NVB0100)

JAN 31 2018

Argenta, Copper Canyon and North Buffalo Grazing Permit Renewals

Dear Grazing Permittees and Interested Publics,

The BLM is currently in the finishing stages of completing a preliminary Rangeland Health Assessment and Evaluation Report (RLHA/ER) for the Argenta, Copper Canyon and North Buffalo allotments. The RLHA/ER document is a findings document which will discuss current resource conditions and speak to Nevada Resource Advisory Council (RAC) Standards and Guidelines as they pertain to the aforementioned grazing allotments. Specifically, the document is a compilation of current and existing monitoring data and other information relevant to evaluating existing upland and riparian resource conditions on each allotment. In addition, information and discussion associated with current (and historical) livestock grazing management practices is included. The document is not a determination document answering whether or not current livestock grazing management practices are a significant causal factor in meeting or not meeting rangeland health Standards. A determination document will be completed in the future, either before or concurrently with the issuance of a preliminary environmental assessment for renewing the associated grazing permits.

Therefore, as a prelude to the issuance of the RLHA/ER in early March, BLM would like to hold at least one meeting between February 20 and 28 with any of the grazing permittees and other interested publics whom are interested. The BLM Nevada Grazing Permit Renewal Team will provide a presentation summarizing the RLHA/ER results during this meeting. The objectives for these meetings include:

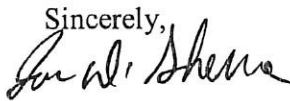
1. Providing an overview/summary of information in the RLHA/ER including upland and riparian monitoring data/information used to evaluate current resource conditions and RAC Standards;
2. Providing an overview of current and historical livestock management practices, and conclusions regarding whether or not applicable Nevada RAC Standards are being achieved;
3. Discussing next steps and future timelines; and
4. Answering any relevant questions.

The intent is to schedule meetings as needed based on feedback to this letter. At a minimum one meeting we be scheduled, however if the demand is great enough, multiple meetings may be needed to accommodate those interested. Please keep in mind that the meetings will run

approximately 1.5-2.0 hours long. Based upon interest shown, meeting times will be scheduled from February 20-23 and February 26-28 from 9:00 am to 4:00 pm.

It is requested that you contact Sam Ault at (775) 635-4058, sault@blm.gov or Jake Vialpando at (775) 861-6536, jvialpando@blm.gov by no later than Thursday, February 8, indicating your interest in a meeting. Please identify your preferred day and time to meet. BLM will communicate with those showing interest during the week of February 12-16 and share the meeting(s) schedule.

If you have any questions regarding this request please contact either Sam Ault or Jake Vialpando as identified above.

Sincerely,


Jon Sherve
Mount Lewis Field Manager

Cc: Argenta, Copper Canyon and North Buffalo Allotments - Grazing Permittees and Interested Publics

Attached: Argenta, Copper Canyon and North Buffalo Allotments Grazing Permittees and Interested Publics Mailing List

Lynn Ashby
American Farm Mortgage Company
8901 Greenway Commons Place, Suite 200
Louisville, KY 40220

Dan/Eddyann Filippini
Badger/Chiara Ranches
HC-61, Box 65 Badger Ranch Road
Battle Mountain, NV 89820

Doug Groves
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FEB 03 2018

2017 ARGENTA END-OF-SEASON MONITORING REPORT

Dear Grazing Permittees and Interested Publics,

Enclosed is the Draft 2017 Argenta End-of-Season (EOS) Monitoring Report. This report summarizes the EOS Monitoring Data collected in October 2017 on the Argenta Allotment, provides submitted actual use from the signatory grazing permittees and outlines the 2018 grazing plan for signatory grazing permittees on the Argenta Allotment.

The Mount Lewis Field Office (MLFO) is providing a 15 day comment period to members of the interested public for review. The comment period was initiated upon the issuance of this letter. At the conclusion of the 15 day comment period, the MLFO will respond to comments and incorporate any changes to the Final Monitoring Report. At that time the Final Monitoring Report will be distributed to the members of the interested public.

The MLFO will make these documents, along with other documents related to the 2015 Argenta Settlement Agreement, available online at www.blm.gov/nevada/argenta_allotment.

All comments can be submitted to the address or fax number listed above or by email to sault@blm.gov. If there is any questions, please contact Samuel Ault, Rangeland Management Specialist, at 775-635-4058 or by email at sault@blm.gov.

Sincerely,

Jon D. Sherve
Mount Lewis Field Manager

Cc: Argenta Interested Public List

Attached: Argenta 2017 Year End Report and 2018 Stockmanship Plan

List of Interested Public		
Company	First	Last
American Farm Mortgage Company	Lynn	Ashby
Badger/Chiara Ranches	Dan/Eddyann	Filippini
Barrick Cortez Inc. Ranches	Doug	Groves
BTZA NV	John	Young
Center for Biological Diversity	Patrick	Donnelly
Churchill County Commissioners		
Elko Land and Livestock Company	Hanes	Holman
Elko Land and Livestock Company	Jeff	White
Esmeralda County Commissioners	Nancy	Boland
Eureka County DNR		
Eureka County DNR	Jim	Baumann
Filippini Ranch	Shawn	Mariluch
Gandolfo Ranch	William	Gandolfo
Grass Valley Ranch LLC	Jerry	Lancaster
Harry Brown Family Trust	Harry	Brown
Intermountain Range Consultants	Bob	Schweigert
JWF Ranching	John	Filippini
L&N Livestock	Lance	Knudsen
Lander Co Commissioners		
Lander County Land Use Advisory Commission	Philip	Williams
Lander County Planning	Kyla	Bright
Lander County Public Lands	Frank	Whitman
N-6 Grazing Board	Henry	Filippini Jr.
NDOW	Caleb	McAdoo
NDOW	Jeremy	Lutz
Nevada Cattleman's Association	Kaley	Sproul
Nevada Department of Transportation	Steve	Cooke
Nevada Department of Wildlife	Alan	Jenne
Nevada Department of Wildlife	Clint	Garrett
Nevada Department of Wildlife	D. Bradford	Hardenbrook
Nevada Department of Wildlife - Ely	Maira	Kolada
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NRAC	Jim	Wise
NRAC	Ken	Conley
NRAC	Leo	Damele
NRAC	Mike	Protani
NRAC	Mike	Rebaleati
NRAC	Paul	Etzler
NV Depart. Of Agriculture	David	Voth
Nye County Commissioner		
Paris Ranch	Bert	Paris
Rand Properties	Josh	Smith
Sadler Ranch	Levi	Shoda
Smith's Lodge	Gerald	Smith

Synergy Resource Solutions, Inc	Jack	Alexander
Tomera Ranches	Dan	Tomera
Tomera Ranches	Paul	Tomera
Tomera Ranches	Pete	Tomera
Town of Tonopah	James	Eason
U.S Fish & Wildlife Service - Reno		
Western Shoshone Descendants of Big Smokey	Felix	Ike
Western Watersheds Project		
Western Watersheds Project	Kelly	Fuller
White Sage Grazing	Jerry and Tana	Masterpool
Wild Horse Education	Laura	Leigh
Wildlands Defense	Katie	Fite
	Cathy	Ceci
	Glenn	Alexander
	Steven	Carter
	Lorinda	Whitman

DRAFT
Argenta 2017
Year End Report and
2018 Stockmanship Plan

Field Data Collected October 16-20, 2017

Draft Issued 2/3/2018

Mount Lewis Field Office, BLM

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EXECUTIVE SUMMARY

In June 2015, permittees of the Argenta Allotment and the Bureau of Land Management signed a Settlement Agreement to establish terms for the interim use and operation of the Argenta Allotment from 2015 until August 2018. One of the terms of this Settlement Agreement is that annually, the Argenta Cooperative Monitoring Group (CMG) will collect annual End-of-Season Monitoring Data. The CMG will then conduct public outreach with the collected data along with actual use for the previous grazing season and new stockmanship plans for the upcoming grazing year. For the last two years, this public outreach has been provided through a monitoring report. For the 2017 Grazing Year, the CMG will be issuing a monitoring report for a 15 day public comment and review.

From October 16-20, 2016, members of the CMG conducted monitoring of end-of-season use levels at designated upland monitoring areas and designated riparian monitoring areas (DMAs). Upland monitoring included the collection of annual utilization of key herbaceous species using the height/weight method and of key shrubs and half shrubs using the key species method, both of which are described in the Interagency Technical Reference 1734-3 (Coulloudon et al. 1996). Riparian monitoring included the measurement of residual stubble height on key herbaceous species, browse levels on key woody species, and streambank alteration using the methods described in the multiple indicator monitoring (MIM) protocol, BLM Technical Reference 1737-23 (Burton et al. 2011). It should be noted that a use level for streambank alteration was not specified by the 2015 Argenta Settlement Agreement.

In Section 3.6 of the Settlement Agreement, the end-of-season success of the grazing season would be identified on upland areas as light use levels (i.e. 30% use for key woody species and 40% use for key herbaceous species, except in the Mule Canyon use area where the end-of-season use level will be light to moderate use (i.e. 30% use of all key woody species and 50% use of all key herbaceous species.) For riparian areas, success was identified as a 4-inch stubble height on all key herbaceous species and 30% use on key woody riparian browse species. Finally, in Section 3.12, "overall allotment success" was defined as having 70% of the use areas meeting the end-of-season prescribed utilization levels for upland and riparian areas, with an aspirational goal of 100% success resulting from adaptive management and adjustments to the annual stockmanship plan.

Overall Allotment Success, for this Interim Management Plan, is defined as having 70% of Use Areas (based on grazing use measurements at key areas and DMAs) meeting the end-of-season prescribed utilization levels for upland and riparian areas. As a result of dispute resolutions, the final determination of success will be calculated only on use areas that clearly did meet the end-of-season prescribed utilization levels for both upland and riparian areas or clearly did not meet end-of-season prescribed utilization levels. For 2017 and there was 100% success at upland monitoring areas, 63% success at riparian DMAs. There was an overall success rate of 80%.

In 2016, 4 riparian enclosures were constructed to provide resource protection and assist in stockmanship across the Argenta Allotment. These enclosures are in the Mill Creek, North Fork Mill Creek, Slaven and Mule Canyon Use Areas (Ratfink Enclosure). In 2017, two additional enclosures have been constructed in the Maysville South Use Area (Ferris Creek Enclosure) and

in North Fork Mill Creek. Except otherwise noted, the exclosures are named after the use area they occur in. The North Fork Mill Creek Exclosure built in 2017 is an extension to the 2016 North Fork Mill Creek Exclosure. Of the 5 riparian exclosures constructed in the Argenta Allotment, all the exclosures except the Mill Creek Exclosure enclose from livestock grazing the entirety of the DMA representative to each use area from livestock grazing. The Mill Creek Exclosure only partially encloses the DMA from livestock grazing.

There has been some improvement from 2016 during the 2017 grazing year, but generally the results were similar. The major challenge going into the 2018 grazing year will be in reducing livestock use in Trout Creek, North Fork Mill Creek and The Park where stubble height prescribed use levels have been consistently exceeded. The North Fork Mill Creek DMA was recently exclosed in fall 2017, which should facilitate the minimum stubble height.

ACRONYMS AND ABBREVIATIONS

AUM – Animal Unit Month

BLM – Bureau of Land Management

BM – Battle Mountain

CMG – Cooperative Monitoring Group

DMA – Designated Monitoring Area

KMA – Key Monitoring Area

MIM – Multiple Indicator Monitoring

NRCS – Natural Resources Conservation Services

NRST – National Riparian Service Team

OHA – Office of Hearings and Appeals

USDA – United States Department of Agriculture

UTM – Universal Transverse Mercator (coordinate system)

ARGENTA ALLOTMENT MAPS

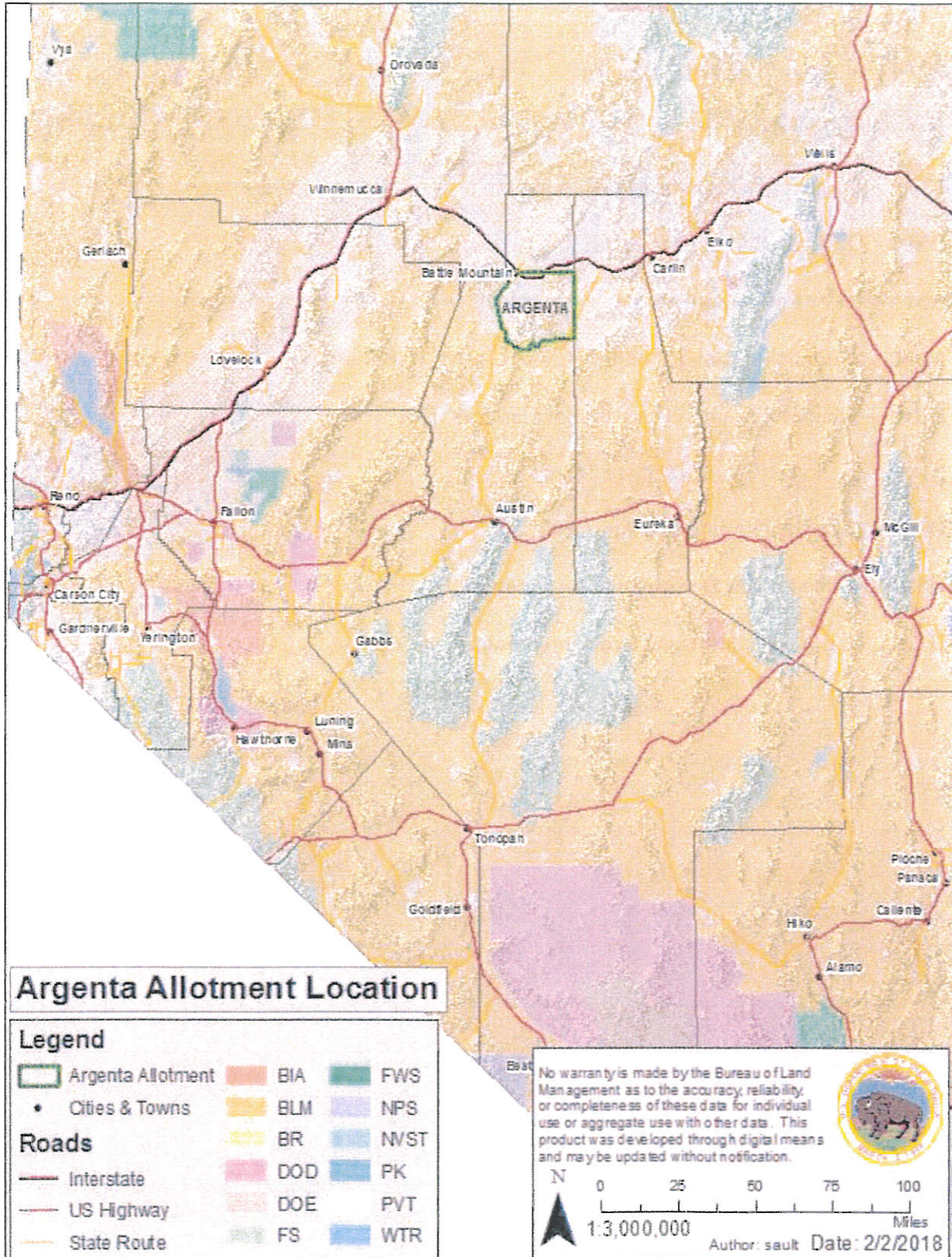


Figure 1. Map of the Argenta Allotment in relation to the rest of Nevada.

ARGENTA ALLOTMENT MAPS

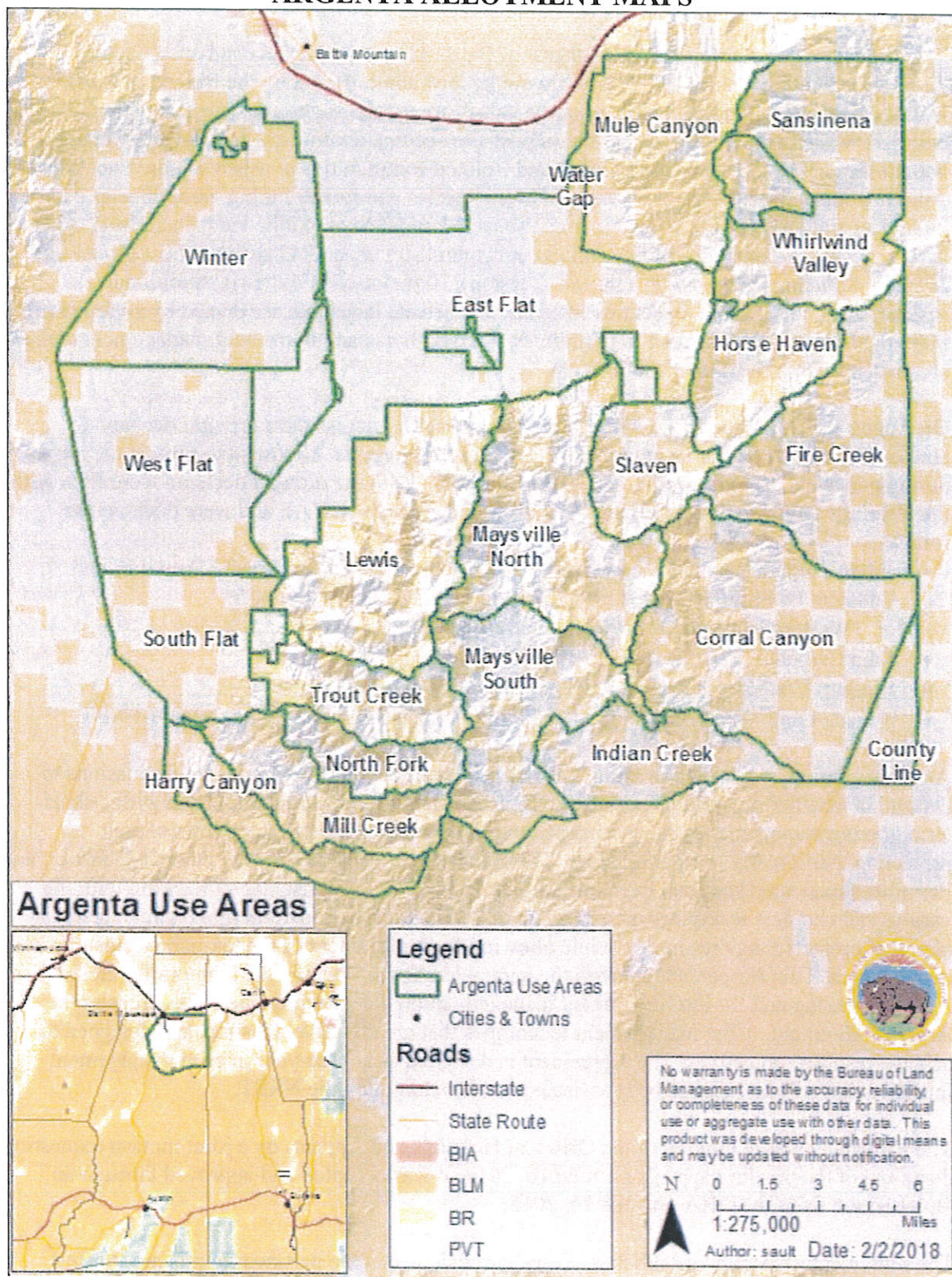


FIGURE 2. Map depicts the Argenta Use Areas.

BACKGROUND

The Argenta Allotment is located southeast of Battle Mountain, Nevada and encompasses 331,518 acres, of which 141,689 acres are public land administered by the Bureau of Land Management (BLM). The primary resource values are greater sage-grouse priority habitat, emergency stabilization and rehabilitation post-fire seeding treatments, riparian and wetland habitat, forage for livestock and wildlife and isolated communities of aspen stands. The Argenta Allotment provides habitat for an array of avian species and forage for big game species such as mule deer and antelope. The riparian areas managed by BLM on public lands include 42 miles of perennial stream, 329 miles of intermittent/ephemeral stream, and 43 springs (*US Geological Survey's National Hydrography Dataset*, Version 210 (released 5/7/2014)). Additional riparian/wetland areas are present on intermingled private lands that are owned by a variety of individuals and groups, as well as permittees. No wild horse and burro herd management areas are present within the Argenta Allotment.

On August 22, 2014, the BLM Battle Mountain (BM) District issued a drought decision to temporarily close 9 of the 19 grazing Use Areas on the Argenta Allotment to protect the range during persistent drought conditions. Multiple appeals from the drought decision were filed with the Hearings Division in the Office of Hearings and Appeals (OHA), and were docketed as follows:

- Julian Tomera Ranches Inc., Battle Mountain Division, Chiara Ranch, Daniel E. and Eddyann U. Filippini, and Henry Filippini, Jr. v. BLM, NV-06-14-03
 - (Western Watersheds Project, Intervener);
- John Carpenter v. BLM, NV-06-14-04;
- Western Watersheds Project v. BLM, NV-06-14-05;
- Nevada Land Action Association and Public Lands Council v. BLM, NV-06-14-06.

At the beginning of the 2015 grazing season, the Permittees and BLM initiated discussions to determine whether it would be possible to replace the temporary drought closure with a short-term grazing management strategy that prevents overgrazing and provided for resource protection, particularly in riparian areas. The BLM-NV State Director, BM District Manager, and Permittees requested National Riparian Service Team (NRST) assistance in working with the various stakeholders to explore development of an alternative short-term grazing management plan that protects range resources, while allowing for replacement of the temporary closures with management. This Agreement outlines the parameters for re-opening the temporarily closed Use Areas to grazing and for interim grazing management on the currently open Use Areas in the Argenta Allotment, using management techniques that are effective, feasible, and designed to achieve resource objectives. The Agreement is designed as a three-year interim management initiative that will include ongoing assistance and oversight by the NRST.

The agreement was submitted to the Office of Hearings and Appeals by a joint motion requesting dismissal of the pending appeals on June 16, 2014. It was accepted and approved through an Order issued from the OHA on June 24, 2015.

The settlement agreement establishes several provisions that are pertinent to this monitoring report:

1. Requires within-season and end-of-season monitoring
2. Establishes utilization levels for upland and riparian areas and sets goal for success
3. Requires public involvement at the end of each grazing season
4. Requires an adaptive management framework when goals are not met

Within-Season and End-of-Year Monitoring

Permittees monitored utilization levels at riparian DMAs and upland monitoring sites during the grazing period to inform livestock movements. The permittees, BLM and/or other members of the Cooperative Monitoring Group (CMG) collected utilization, stubble height, and woody browse information at the end of the grazing season to determine end-of-season use levels in each use area.

Establishes use levels for upland and riparian areas and sets goal for success

The agreement states that if either the riparian or upland within-season trigger is exceeded for part of a Use Area, the affected Permittees will promptly move the livestock to another part of the Use Area if feasible, or from the Use Area if rotation within the Use Area is not feasible. If either the riparian or upland Use Level is exceeded in an entire Use Area, the affected Permittee will promptly move livestock to another Use Area that has not yet been grazed. If the within-season trigger is exceeded for all Use Areas within the allotment, all livestock must be removed from the allotment within 7-10 days.

Within Season triggers area as follows:

- The Within-Season triggers for upland areas in the nine Use Areas that were temporarily closed to grazing under the August 22, 2014, Decision will be light use, i.e. 30% use of all key woody species and 30% use of all key herbaceous species, respectively (not a combined average use of the two), as measured at Key Areas.
- The Within-Season triggers for upland areas in the Use Areas that remain open to grazing under the August 22, 2014, Decision (except for Mule Canyon Use Area) will be light use, i.e., 30% use of all key woody species and 35% use of all key herbaceous species, respectively (not a combined average use of the two), as measured at Key Areas.
- The Within-Season triggers for upland areas in Mule Canyon Use Area will be light use, i.e., 30% use of all key woody species and 40% use of all key herbaceous species, respectively (not a combined average use of the two), as measured at Key Areas.
- The Within-Season triggers for riparian areas will be 4" stubble height on all key herbaceous species and 30% use of key woody riparian browse species, as measured at DMAs. End-of-season use levels are as follows:
- The end-of-season use levels for upland areas (except for the Mule Canyon Use Area) will be light use, i.e. 30% use for key woody species and 40% use for key herbaceous species, respectively (not a combined average use of the two), as measured at key areas.
- The end-of-season use levels in the Mule Canyon Use Area will be light to moderate use, i.e., 30% use of all key woody species and 50% use of all key herbaceous species, respectively (not a combined average of the two), as measured at key areas.
- In all Use Areas, the end-of-season use levels for riparian areas will be 4" stubble height on all key herbaceous species and 30% use of key woody riparian browse species, as measured at DMAs [designated monitoring areas].

Overall Allotment Success, for the purpose of this Interim Management Plan, is defined as having 70% of Use Areas (based on grazing use measurements at upland monitoring sites and DMAs) meeting the end-of-season prescribed utilization levels for upland and riparian areas. This will allow for a learning curve and identification of any necessary adjustments (during implementation of the intensive Stockmanship program under the Interim Management Period) so as to achieve demonstrable improvement in success in achieving the end-of-season use levels from year to year, toward an aspirational goal of 100% success. A demonstrable improvement in Success is a steady increase in the number of monitoring sites meeting end-of-year use levels over the course of the Settlement Agreement.

Requirement for public involvement at the end of each year

The agreement states, “To involve the public during the interim management period, the public will be invited to a public meeting at least annually between January and February so that CMG and NRST can review the previous year’s monitoring information, review purposed changes in the annual stockmanship plans, and solicit public comments.” For the 2015 and 2016 grazing years, the BLM decided the most effective way to involve the public was to issue a monitoring report. For the 2017 grazing year, this comprehensive report will remain the method by which the CMG solicits involvement from the public. Following issuance, a 15-day public comment period will be provided for the public to consider and comment on the management in the Argenta Allotment under the 2015 Argenta Settlement Agreement before the 2017 stockmanship plan is finalized.

Requires adaptive management when goals are not met

Before March 1st (i.e., the start of the next grazing season), the CMG will complete an end-of-year review to assess all the monitoring information and comments from the public and develop new stockmanship plans designed to meet Overall Allotment Success.

The Use Area End-of-Season Assessment Process Flow Chart (Appendix 1 of the Settlement Agreement) will be used as a guide. Where changes in grazing management are needed, adjustments may be made to the timing, duration, and/or intensity of grazing (e.g., stock density/livestock numbers, season of use, length of use, range improvements, and/or rest).

METHODS

Under terms of the Settlement Agreement (SA), monitoring methods and analysis of the monitoring data will follow BLM protocols. Upland monitoring included the collection of annual utilization of key herbaceous species using the height/weight method and of key shrubs and half shrubs using the key species method, both of which are described in the Interagency Technical Reference 1734-3 (Coulloudon et al. 1999). Riparian monitoring included the measurement of stubble height on key herbaceous species, streambank alteration, and browse levels on key woody species using the methods described in the multiple indicator monitoring (MIM) protocol, BLM Technical Reference 1737-23 (Burton et al. 2011). It should be noted that a use level for streambank alteration was not specified by the 2015 Argenta Settlement Agreement. Analysis and interpretation of monitoring data followed the protocols of BLM Technical Reference 1730-1 (Elzinga et al. 1998). When possible, repeat photos were collected to show changes in resource condition prior to and over the course of the SA. Sites were monitored by dividing CMG members into 2 teams of 4-8 individuals. One team visited riparian Designated Monitoring Areas (DMAs) and one team visited the upland Key Areas.

Members of the CMG conducted monitoring from October 16-20, 2017 on upland and riparian sites throughout the Argenta Allotment. The purpose of this round of monitoring was to collect end-of-season use data at monitoring sites as specified in the Settlement Agreement. Monitoring sites were vetted through an extensive review process with the CMG in 2015/2016. Some potential limitations of some preexisting and new sites were discovered during the October 2015 monitoring work, consequently the CMG formed an ID team comprised of technical experts from the NRST, NV State Office and the Mount Lewis Field Office to verify several upland monitoring sites.

Analysis and interpretation of utilization data

Both Coulloudon et al. (1996) and Elzinga et al. (1998) discuss the process of data analysis and interpretation of utilization data or data used to determine if prescribed use levels are met. For example, Coulloudon et al. (1996, p. 13) emphasize the need to calculate and use confidence intervals to interpret rangeland monitoring data:

“Confidence Interval – In rangeland monitoring, the true population total (or any other true population parameter) can never be determined. The best way to judge how well a sample estimates the true population total is by calculating a confidence interval. [Emphasis added.] The confidence interval is a range of values that is expected to include the true population size (or any other parameter of interest, often an average) a given percentage of the time (Krebs 1989). Confidence intervals are the principal means of analyzing utilization data. [Emphasis added.] For instructions in calculating confidence intervals, see the [BLM] Technical Reference, Measuring & Monitoring Plant Populations [Elzinga et al. 1998.]”

The confidence interval is dependent on the:

- Sample size (typically 20-30 for upland utilization and 20-150 for stubble height);
- Measurement precision (1/4 inch for upland utilization; 1 inch for stubble height; and as much as +/- 10% for the key species and the woody browse methods (e.g., a measurement of 4” represents a stubble height of any measured plant that falls within a range from 3.5” to 4.5”; likewise a woody browse measurement of 30% represents browse on a plant that ranges from a low of 21% to a high of 40%);

- Variability of measurements (higher variability within the sample population leads to a larger confidence interval);
- Observer errors or bias (which the CMG has tried is minimized by writing a detailed protocol of monitoring methods and providing field review and training of methods);
- Natural or environmental site variability (which is minimized by good site stratification),
- Level of statistical significance used;
- Statistical power and degree of confidence desired (MacDonald et al. 1991.) In multiple-indicator monitoring (MIM – BLM Technical Reference 1737-23), the default confidence interval is 95% (Burton et al., 2011, p. 23).

The preferred sample size for upland monitoring sites is 20-30 samples per species. Some sites had infrequent key species, however, so the CMG decided that a minimum of 15 samples is required in order for that species to be included into analysis.

This report reports data in the following manner.

- ‘Met’ means that the DMA/KMA or Use Area successfully met the prescribed riparian or upland use levels set in the settlement agreement.
- ‘Not Met’ means that the DMA/KMA or Use Area was unsuccessful in meeting the prescribed riparian or upland use levels set in the settlement agreement (they were exceeded).
- ‘Statistically Uncertain’ means that it is unknown whether the DMA/KMA or Use Area met or did not meet the prescribed riparian or upland use levels set in the settlement agreement. Per the 2015 dispute resolutions relating to the interpretation of confidence intervals, these areas will be removed from final % success calculations. However, it will be noted whether they were more likely to have met or not met the prescribed use levels set in the settlement agreement.

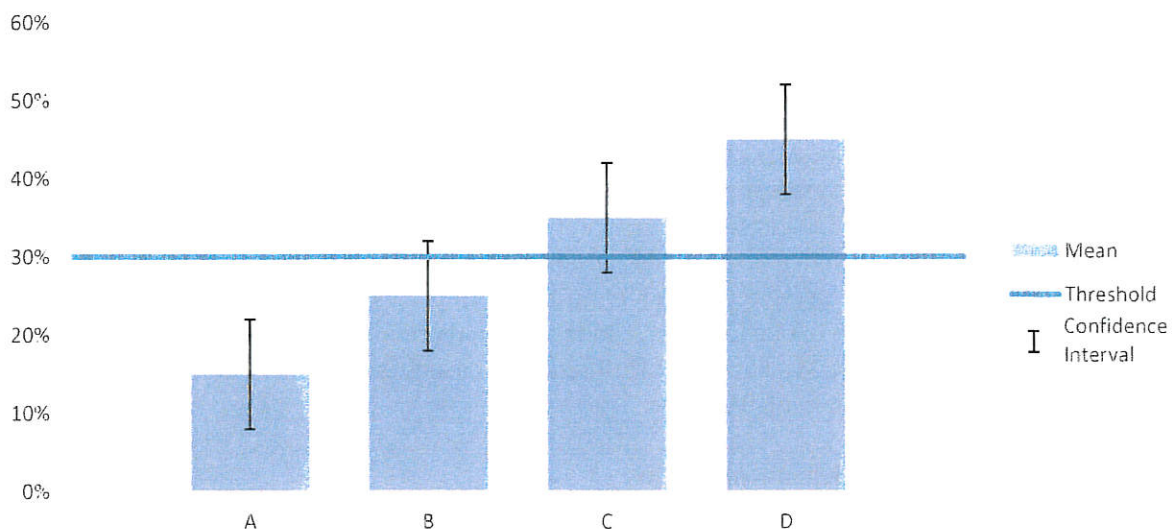


Figure 3. Examples of possible results

For example, in example (A) in figure 3, the parameter estimate along with the entire range of the confidence interval is below the prescribed use level (in this case the end-of-season prescribed use level). In this case, the grazing use is clearly lighter than the prescribed use level,

or prescribed use level, and therefore grazing use “met” the prescribed use levels of the Settlement Agreement. . In figure 3 example (D), the parameter estimate along with the entire range of the confidence interval is above the prescribed use level (in this case the end-of-season prescribed use level). In this case, the grazing use is clearly greater than the prescribed use level, or prescribed use level, and the use at the monitoring site ‘does not meet’ the prescribed use level of the Settlement Agreement. In figure 3 examples (B) and (C), the confidence intervals span the prescribed use level, or the prescribed use level. Both examples represent a zone of statistical uncertainty as it cannot be known if the true parameter has crossed the prescribed use level. Sites with monitoring data similar to example (B) will be defined as ‘Statistically uncertain and more likely to have met’ the prescribed use level. Sites with monitoring data similar to example (C) will be defined as ‘Statistically uncertain and more likely not to have met’ the prescribed use level.

Data at upland sites are categorized into 5 categories of utilization on herbaceous key species to show relative degrees of use. Each class represents a numerical range of percent utilization. When there is more than one class listed, this indicates that the area of statistical uncertainty overlaps more than one class. The utilization classes are as follows:

- Slight (0%-20%). The key species has the appearance of no grazing to very light grazing. Plants may be topped or slightly used. Current seed stalks and young plants are little disturbed.
- Light (21%-40%). The key species may be topped, skimmed, or grazed in patches. Between 60 and 80 percent of current seed stalks remain intact. Most young plants are undamaged.
- Moderate (41%-60%). Half of the available forage (by weight) on key species appears to have been utilized. Fifteen to 25 percent of current seed stalks remain intact.
- Heavy (61%-80%). More than half of the available forage on key species appears to have been utilized. Less than 10 percent of the current seed stalks remain. Shoots of rhizomatous grasses are missing.
- Severe (81%-100%). The key species appears to have been heavily utilized and there are indications of repeated use. There is no evidence of reproduction or current seed stalks.

All photos taken at riparian DMAs were taken between of October 17th and October 24th, 2017.

OVERALL USE AREA RESULTS

In October 2017, the CMG monitored 23 upland monitoring sites and 13 riparian DMAs across 19 use areas in the Argenta Allotment. In the 2015 Argenta Settlement Agreement, success is defined as having 70% of Use Areas meeting the end of season prescribed utilization levels for upland and riparian areas. Over the duration of the interim management plan implemented by the Settlement Agreement, use areas that are not successful will be identified for changes in stockmanship and will be prioritized for intensive monitoring to ensure demonstrable improvement. The long-term goal is to strive for an aspirational goal of 100% success. This section discusses the success of stockmanship practices at the use area level. Results on a monitoring site level are summarized in a later section for upland monitoring sites and riparian DMAs.

Table 1. Table represents summary by use areas of upland monitoring data. Dashes represent no data were collected related to that annual indicator for that Use Area.

Use Area	Operator	Herbaceous	Woody	Overall
Corral Canyon	C Ranches*	Met	-	Met
East Flat	Julian Tomera Ranches	Met	-	Met
Fire Creek	Henry Filippini	Met	-	Met
Harry Canyon	Chiara Ranch	Met	-	Met
Horse Haven	Henry Filippini	Met	-	Met
Indian Creek	Barrick Cortez, Inc.**	Met	-	Met
Lewis	Julian Tomera Ranches	Met	-	Met
Maysville North	Julian Tomera Ranches	Met	-	Met
Maysville South	Julian Tomera Ranches	Met	-	Met
Mill Creek	Chiara Ranch	Met	-	Met
Mule Canyon	Julian Tomera Ranches	Met	Met	Met
North Fork Mill Creek	Julian Tomera Ranches	Met	-	Met
Sansinena	Henry Filippini	Met	Met	Met
Slaven	Julian Tomera Ranches	Met	-	Met
South Flat	Julian Tomera Ranches	Met	-	Met
Trout Creek	Julian Tomera Ranches	Met	-	Met
West Flat	Julian Tomera Ranches	-	Met	Met
Whirlwind Valley	Henry Filippini	Met	-	Met
Winter	Julian Tomera Ranches	-	Met	Met

* C Ranches is permitted to graze within the Argenta Allotment, but is not a signatory party to the Argenta Settlement Agreement

** Barrick Cortez, Inc. is permitted to graze within the Argenta Allotment, but is not a signatory party to the Argenta Settlement Agreement

Upland utilization was collected across 23 upland monitoring sites in 19 use areas; utilization on herbaceous vegetation at 17 use areas within the Argenta Allotment. All 17 use areas which herbaceous utilization was collected were successful in meeting prescribed use levels (Table 1).

Woody use was collected in the uplands across 4 use areas in Argenta. All 4 of the use areas monitored for key woody species in the uplands were successful with all the sites meeting prescribed used levels (Table 1).

All 19 of the use areas monitored for upland utilization indicators were successful in meeting upland prescribed use levels (Table 1). At the conclusion of 2016, all but 2 of the use areas were successful in meeting prescribed upland use levels. In accordance with the Settlement Agreement, there was 100% success.

Table 2. Summary of results by use areas in which data were collected on riparian DMAs. Dashes represent that no data was collected in that use area.

Use Area	DMA	Operator	Stubble Height	Woody Use	Overall
Corral Canyon	Corral Canyon	C Ranches*	Met	Likely Met	Likely Met
Lewis	Crippen Creek	Julian Tomera Ranches, Inc.	Likely Met	Met	Likely Met
Maysville South	Ferris Creek	Julian Tomera Ranches, Inc.	Likely Met	Likely Met	Likely Met
Fire Creek	Fire Creek	Henry Filippini	Met	Met	Met
Harry Canyon	Harry Canyon	Chiara Ranch	-	Met	Met
Indian Creek	Indian Creek	Barrick Cortez, Inc.**	Likely Not Met	Likely Not Met	Likely Not Met
Mill Creek	Mill Creek	Chiara Ranch	Met	-	Met
North Fork Mill Creek	N. Fk. Mill Creek	Julian Tomera Ranches, Inc.	Not Met	-	Not Met
Mule Canyon	Ratfink	Julian Tomera Ranches, Inc.	Met	Met	Met
Maysville North	Rock Creek	Julian Tomera Ranches, Inc.	-	Likely Not Met	Likely Not Met
Slaven	Slaven	Julian Tomera Ranches, Inc.	Met	-	Met
Maysville North	The Park	Julian Tomera Ranches, Inc.	Not Met	-	Not Met
Trout Creek	Trout Creek	Julian Tomera Ranches, Inc.	Not Met	-	Not Met

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The 13 riparian DMAs were monitored across 12 use areas in the Argenta Allotment. The CMG collected stubble height data in 11 of the 12 use areas (Table 2). Five of the 11 use areas were successful in meeting the stubble height use level. Three of the 11 use areas were statistically uncertain. Three of the 11 use areas did not meet stubble height use levels.

The CMG collected woody species use data in 8 of the 12 use areas with riparian DMAs (Table 2). Four of the 8 use areas were successful in meeting woody species use levels. Four of the 8 sites were statistically uncertain. There were no sites that were not successful in meeting woody species use levels.

As a result of dispute resolutions in 2016, the final determination of success will be calculated only on use areas that either clearly did meet prescribed use levels (successful) or clearly did not meet prescribed use levels (not successful) and omit any use areas that were statistically uncertain. On riparian DMAs, 5 of the use areas were clearly successful and 3 use areas were clearly not successful. There were 5 use areas that were statistically uncertain. For riparian DMAs, there was 63% rate of success.

Table 3. Summary of results by use area in which data were collected on both upland monitoring sites and riparian DMAs. Dashes represent that no data was collected in that use area.

Use Area	Operator	Uplands	Riparian	Overall
Corral Canyon	C Ranches*	Met	Likely Met	Likely Met
East Flat	Julian Tomera Ranches	Met	-	Met
Fire Creek	Henry Filippini	Met	Met	Met
Harry Canyon	Chiara Ranch	Met	Met	Met
Horse Haven	Henry Filippini	Met	-	Met
Indian Creek	Barrick Cortez, Inc.**	Met	Likely Not Met	Likely Not Met
Lewis	Julian Tomera Ranches	Met	Likely Met	Likely Met
Maysville North	Julian Tomera Ranches	Met	Not Met	Not Met
Maysville South	Julian Tomera Ranches	Met	Likely Met	Likely Met
Mill Creek	Chiara Ranch	Met	Met	Met
Mule Canyon	Julian Tomera Ranches	Met	Met	Met
North Fork Mill Creek	Julian Tomera Ranches	Met	Not Met	Not Met
Sansinena	Henry Filippini	Met	-	Met
Slaven	Julian Tomera Ranches	Met	Met	Met
South Flat	Julian Tomera Ranches	Met	-	Met
Trout Creek	Julian Tomera Ranches	Met	Not Met	Not Met
West Flat	Julian Tomera Ranches	Met	-	Met
Whirlwind Valley	Henry Filippini	Met	-	Met
Winter	Julian Tomera Ranches	Met	-	Met

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Data were collected at both upland monitoring sites and riparian DMAs across 19 use areas in 2017 (Table 3). Twelve of the 19 use areas were successful in meeting all of the prescribed use levels. Four of the 19 use areas were statistically uncertain. Three of the 19 use areas did not meet prescribed use levels and were not successful.

As a result of dispute resolutions, the final determination of success will be calculated only on use areas that either clearly did meet (successful) or clearly did not meet prescribed use levels (not successful). Overall, there were 12 use areas that were clearly successful in meeting prescribed use levels and there were 3 use areas that were clearly not successful in meeting prescribed use levels. In accordance with the 2015 Argenta Settlement agreement there was an 80% success rate overall and therefore overall allotment success was achieved.

UPLAND MONITORING RESULTS

Upland Monitoring Site Map

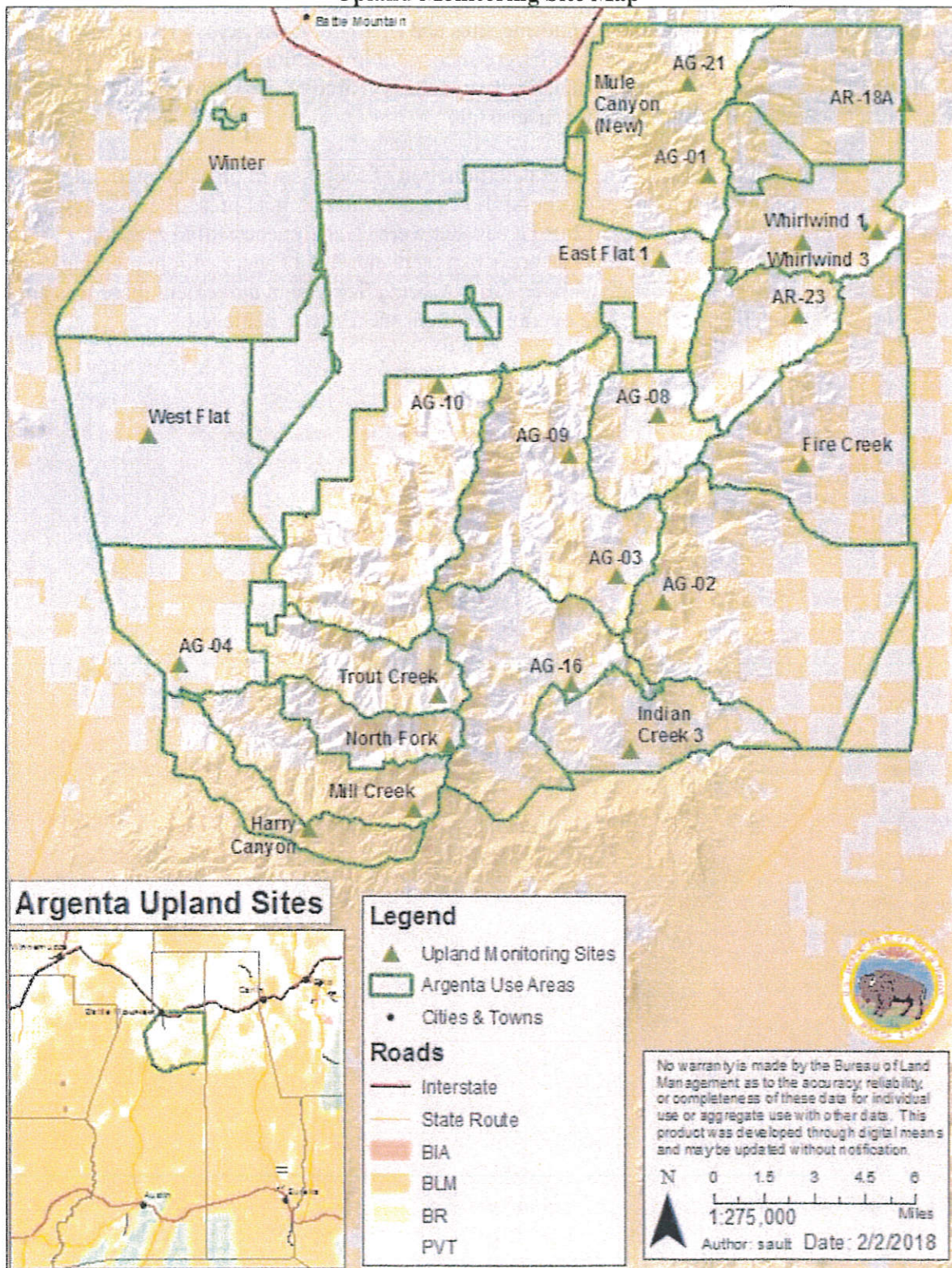


FIGURE 4. Map shows the upland monitoring sites on the Argenta Allotment.

Table 4. Table with NRCS plant symbols, common names, scientific names and growth type for species observed at upland monitoring sites.

UPLAND SPECIES LIST			
NRCS Code	Common Name	Scientific Name	Type
PSSP6	bluebunch wheatgrass	<i>Pseudoroegneria spicata</i>	Herbaceous
AGCR	crested wheatgrass	<i>Agropyron cristatum</i>	Herbaceous
BAPR5	forage kochia	<i>Bassia prostrata</i>	Woody
FEID	Idaho fescue	<i>Festuca idahoensis</i>	Herbaceous
ACHY6	Indian ricegrass	<i>Achnatherum hymenoides</i>	Herbaceous
ACLE9	Letterman's needlegrass	<i>Achnatherum lettermanii</i>	Herbaceous
BRMA4	mountain brome	<i>Bromus marginatus</i>	Herbaceous
PSJU3	Russian wildrye	<i>Psathyrostachys juncea</i>	Herbaceous
POSE	Sandberg bluegrass	<i>Poa secunda</i>	Herbaceous
ATCO	shadscale saltbush	<i>Atriplex confertifolia</i>	Woody
ELTR7	slender wheatgrass	<i>Elymus trachycaulus</i>	Herbaceous
ELEL5	squirreltail	<i>Elymus elymoides</i>	Herbaceous
ACTH7	Thurber's needlegrass	<i>Achnatherum thurberianum</i>	Herbaceous

UPLAND MONITORING SUMMARY

Table 5. Summary of annual utilization relative to prescribed use levels established by the 2015 Argenta Settlement Agreement. Dashes represent that data was not collected for that site.

Use Area	Operator	Herbaceous	Woody	Overall
Corral Canyon	C Ranches*	Met	-	Met
East Flat	Julian Tomera Ranches	Met	-	Met
Fire Creek	Henry Filippini	Met	-	Met
Harry Canyon	Chiara Ranch	Met	-	Met
Horse Haven	Henry Filippini	Met	-	Met
Indian Creek	Barrick Cortez, Inc.**	Met	-	Met
Lewis	Julian Tomera Ranches	Met	-	Met
Maysville North	Julian Tomera Ranches	Met	-	Met
Maysville South	Julian Tomera Ranches	Met	-	Met
Mill Creek	Chiara Ranch	Met	-	Met
Mule Canyon	Julian Tomera Ranches	Met	Met	Met
North Fork Mill Creek	Julian Tomera Ranches	Met	-	Met
Sansinena	Henry Filippini	Met	Met	Met
Slaven	Julian Tomera Ranches	Met	-	Met
South Flat	Julian Tomera Ranches	Met	-	Met
Trout Creek	Julian Tomera Ranches	Met	-	Met
West Flat	Julian Tomera Ranches	-	Met	Met
Whirlwind Valley	Henry Filippini	Met	-	Met
Winter	Julian Tomera Ranches	-	Met	Met

* C Ranches is permitted to graze within the Argenta Allotment, but is not a signatory party to the Argenta Settlement Agreement

** Barrick Cortez, Inc. is permitted to graze within the Argenta Allotment, but is not a signatory party to the Argenta Settlement Agreement

In the 2015 Argenta Settlement Agreement, success is defined as 70% of Use Areas meeting the end-of-season prescribed utilization levels for upland and riparian areas. Over the duration of the interim management plan as implemented by the Settlement Agreement, use areas that are not successful or are statistically uncertain will be identified for changes in stockmanship and will be prioritized for increased monitoring to support the attainment of the long term goal of 100% overall allotment success.

There are several of the Argenta use areas have more than 1 upland monitoring site. Success is determined in accordance with an internal CMG dispute resolution from 2016. The result of this

dispute resolution is to take the average utilization across the monitoring sites and evaluate that against the prescribed monitoring level. The use area average value is a weighted average of each monitoring site. The confidence interval is calculated from all samples and is not an average of sites. These values are outlined in Table 6.

Table 6. Average utilization for use areas with multiple upland monitoring sites.

Use Area (Growth Type) Upland Monitoring Site	Sample Size	Average	95% Conf. Int.
Maysville North (Herbaceous)	60	8%	4%
AG-01	40	10%	6%
AG-09	20	2%	2%
Mule Canyon (Herbaceous)	60	26%	7%
AG-01	20	22%	14%
AG-21	40	28%	8%
Mule Canyon (Woody)	40	8%	2%
AG-01	20	8%	4%
Mule Canyon (New)	20	7%	3%
Whirlwind Valley (Herbaceous)	80	10%	4%
Whirlwind 1	40	12%	6%
Whirlwind 3	40	7%	4%

In the 2017 Grazing Year, 100% overall allotment success was achieved. There were no sites that clearly exceeded use levels or were statistically uncertain. This is an improvement over last year where 2 of the 19 use areas were statistically uncertain, but were likely to have been successful in meeting prescribed use levels.

Corral Canyon Use Area - AG-02

Location in UTM: Zone 11T 522693 m E 4471785 m N

Observations and Results: At the conclusion of the grazing year in 2015, average utilization on this site was $10\% \pm 6\%$. The utilization levels, as defined by the settlement agreement, were met. In 2016, there was 0% utilization observed. Utilization levels were met as defined by the settlement agreement. In 2017, average utilization on this site was $5\% \pm 3\%$. The upland utilization level was met as defined by the settlement agreement.

The Corral Canyon Use Area was used by C Ranches, a non-signatory party of the Settlement Agreement, and was not actively grazed by any of the signatory permittees in the 2017 grazing year.

Table 7. Upland monitoring data for herbaceous species at AG-02

	Sample Size	Ungrazed Avg. Ht. (in)	Grazed Avg. Ht. (in)	Total Avg. Measured Height (in)	Average Utilization	95% conf. Interval
Avg. Species	20	20.7	2.50	12.04	5%	3%
Thurber's needlegrass	20	20.7	11.05	19.83	5%	3%



Figure 5. Photo of Corral Canyon Use Area - AG-02

East Flat Use Area - East Flat

Location in UTM: Zone 11T 522628 m E 4487909 m N

Observations and Results: At the conclusion of the grazing year in 2015, average utilization on this site was $30\% \pm 15\%$. The upland utilization level, as defined by the settlement agreement, was statistically uncertain as to having met or not met. In 2016, average observed utilization was $2\% \pm 4\%$. On this site, the upland utilization level was met as defined by the settlement agreement. In 2017, average utilization on this site was $12\% \pm 9\%$. The upland utilization level was met as defined by the settlement agreement.

Table 8. Upland monitoring data for herbaceous species at East Flat

	Sample Size	Ungrazed Avg. Ht. (in)	Grazed Avg. Ht. (in)	Total Avg. Measured Height (in)	Average Utilization	95% conf. Interval
Avg. Species	20	15.00	2.50	12.04	12%	9%
Sandberg bluegrass	20	15.00	4.21	12.05	12%	9%
<i>squirreltail</i>	1	10.00	14.25	0.90	(N/A)	-



Figure 6. Photo of East Flat Use Area - East Flat

Fire Creek Use Area - Fire Creek

Location in UTM: Zone 11T 529395 m E 4478311 m N

Observations and Results: This site is dominated by sagebrush with an understory of Sandberg's bluegrass and bottlebrush squirreltail. At the conclusion of the grazing year in 2015, there was 0% utilization observed. The utilization level, as defined by the settlement agreement, was met. In 2016, observed utilization was $9\% \pm 7\%$. On this site, the average utilization level was met as defined by the settlement agreement. In 2017, average utilization on this site was $4\% \pm 2\%$. The upland utilization level was met as defined by the settlement agreement.

Table 9. Upland monitoring data for herbaceous species at Fire Creek

	Sample Size	Ungrazed Avg. Ht. (in)	Grazed Avg. Ht. (in)	Total Avg. Measured Height (in)	Average Utilization	95% conf. Interval
Avg. Species	40	8.95	2.50	12.04	4%	2%
squirreltail	20	6.15	3.11	5.36	5%	4%
Sandberg bluegrass	20	11.75	7.75	9.56	2%	2%



Figure 7. Photo of Fire Creek Use Area - Fire Creek

Harry Canyon Use Area - Harry Canyon

Location in UTM: Zone 11T 505823 m E 4461111 m N

Observations and Results: At the conclusion of the grazing year in 2015 there was 0% utilization observed. The utilization level, as defined by the settlement agreement, was met. In 2016, average observed utilization was $30\% \pm 14\%$. On this site, the utilization level was statistically uncertain and was more likely to have met prescribed use levels as defined by the settlement agreement. In 2017, average utilization on this site was $18\% \pm 12\%$. The upland utilization level was met as defined by the settlement agreement.

Table 10. Upland monitoring data for herbaceous species at Harry Canyon

	Sample Size	Ungrazed Avg. Ht. (in)	Grazed Avg. Ht. (in)	Total Avg. Measured Height (in)	Average Utilization	95% conf. Interval
Avg. Species	20	17.00	2.50	12.04	18%	12%
Sandberg bluegrass	20	17.00	2.71	13.30	18%	12%



Figure 8. Photo of Harry Canyon Use Area - Harry Canyon

Horse Haven Use Area - AR-23(New)

Location in UTM: Zone 11T 529160 m E 4485272 m N

Observations and Results: This site had burned in the past and was reseeded with crested wheatgrass. The understory of the site is dominated with Sandberg's bluegrass and includes an abundance of cheatgrass and other annuals. At the conclusion of the grazing year in 2015, average utilization on this site was $48\% \pm 15\%$. The utilization level, as defined by the settlement agreement, was statistically uncertain. In 2016, average observed utilization was $12\% \pm 12\%$. On this site, the utilization level was met as defined by the settlement agreement. In 2017, average utilization on this site was $10\% \pm 8\%$. The upland utilization level was met as defined by the settlement agreement.

Table 11. Upland monitoring data for herbaceous species at AR-23

	Sample Size	Ungrazed Avg. Ht. (in)	Grazed Avg. Ht. (in)	Total Avg. Measured Height (in)	Average Utilization	95% conf. Interval
Avg. Species	20	11.10	2.50	12.04	10%	8%
Sandberg bluegrass	20	11.10	3.83	9.07	10%	8%



Figure 9. Photo of Horse Haven Use Area - AR-23(New)

Indian Creek Use Area - Indian Creek 3

Location in UTM: Zone 11T 521121 m E 4464800 m N

Observations and Results: At the conclusion of the grazing year in 2015, average utilization on this site was $10\% \pm 8\%$. The utilization level, as defined by the settlement agreement, was met. In 2016, average observed utilization was $1\% \pm 2\%$. On this site, the utilization level was met as defined by the settlement agreement. In 2017, average utilization on this site was $4\% \pm 2\%$. The upland utilization level was met as defined by the settlement agreement.

The Indian Creek Use Area was used by C Ranches, a non-signatory party of the Settlement Agreement, and was not actively grazed by any of the signatory permittees in the 2017 grazing year.

Table 12. Upland monitoring data for herbaceous species at Indian Creek 3

	Sample Size	Ungrazed Avg. Ht. (in)	Grazed Avg. Ht. (in)	Total Avg. Measured Height (in)	Average Utilization	95% conf. Interval
Avg. Species	40	12.20	2.50	12.04	4%	2%
Sandberg bluegrass	20	14.35	10.19	14.03	6%	3%
squirreltail	20	10.05	3.50	7.57	1%	3%
<i>Indian ricegrass</i>	6	14.17	5.42	4.35	(N/A)	-



Figure 10. Photo of Indian Creek Use Area - Indian Creek 3

Lewis Use Area - AG-10

Location in UTM: Zone 11T 511970 m E 4481985 m N

Observations and Results: This site is dominated by Wyoming big sagebrush with an understory of Sandberg's bluegrass and scattered bottlebrush squirreltail plants. Both at the end of 2015 there was an insufficient sample size for bottlebrush squirreltail. At the conclusion of the grazing year in 2015, average utilization on this site was $59\% \pm 12\%$. The utilization level, as defined by the settlement agreement, was not met. In 2016, average observed utilization was $8\% \pm 9\%$. On this site, the utilization level was met as defined by the settlement agreement.

Table 13. Upland monitoring data for herbaceous species at AG-10

	Sample Size	Ungrazed Avg. Ht. (in)	Grazed Avg. Ht. (in)	Total Avg. Measured Height (in)	Average Utilization	95% conf. Interval
Avg. Species	20	13.55	2.50	12.04	27%	12%
Sandberg bluegrass	20	13.55	3.58	11.63	27%	12%



Figure 11. Photo of Lewis Use Area - AG-10

Maysville North Use Area - AG-03

Location in UTM: Zone 11T 520488 m E 4473038 m N

Observations and Results: At the conclusion of the grazing year in 2015, average utilization on this site was $2\% \pm 4\%$. The utilization level, as defined by the settlement agreement, was met. In 2016, average observed utilization was $1\% \pm 1\%$. On this site, the utilization level was met as defined by the settlement agreement. In 2017, average utilization on this site was $10\% \pm 6\%$. The upland utilization level was met as defined by the settlement agreement.

Table 14. Upland monitoring data for herbaceous species at AG-03

	Sample Size	Ungrazed Avg. Ht. (in)	Grazed Avg. Ht. (in)	Total Avg. Measured Height (in)	Average Utilization	95% conf. Interval
Avg. Species	40	10.875	2.50	12.04	10%	6%
Sandberg bluegrass	20	13.9	5.03	11.79	15%	10%
squirreltail	20	7.85	3.58	6.61	6%	5%



Figure 12. Photo of Maysville North Use Area - AG-03

Maysville North Use Area - AG-09

Location in UTM: Zone 11T 518233 m E 4478751 m N

Observations and Results: At the conclusion of the grazing year in 2015, there were measurements taken on intermediate wheatgrass. Utilization was $43\% \pm 11\%$. The utilization level, as defined by the settlement agreement, was statistically uncertain. In 2016, average observed utilization was $3\% \pm 3\%$. On this site, the utilization level was met as defined by the settlement agreement. In 2017, average utilization on this site was $2\% \pm 2\%$. The upland utilization level was met as defined by the settlement agreement.

Table 15. Upland monitoring data for herbaceous species at AG-09

	Sample Size	Ungrazed Avg. Ht. (in)	Grazed Avg. Ht. (in)	Total Avg. Measured Height (in)	Average Utilization	95% conf. Interval
Avg. Species	20	27.05	2.50	12.04	2%	2%
bluebunch wheatgrass	20	27.05	19.18	27.14	2%	2%



Figure 13. Photo of Maysville North Use Area - AG-09

Maysville South Use Area - AG-16

Location in UTM: Zone 11T 518336 m E 4467964 m N

Observations and Results: This site is dominated with big sagebrush and an understory of Sandberg's bluegrass and bottlebrush squirreltail. At the conclusion of the grazing year in 2015, average utilization on this site was $35\% \pm 8\%$. The utilization level, as defined by the settlement agreement, was statistically uncertain and was more likely to have met prescribed use levels. In 2016, average observed utilization was $8\% \pm 5\%$. On this site, the utilization level was met as defined by the settlement agreement. In 2017, average utilization on this site was $14\% \pm 7\%$. The upland utilization level was met as defined by the settlement agreement.

Table 16. Upland monitoring data for herbaceous species at AG-16

	Sample Size	Ungrazed Avg. Ht. (in)	Grazed Avg. Ht. (in)	Total Avg. Measured Height (in)	Average Utilization	95% conf. Interval
Avg. Species	40	12.625	2.50	12.04	14%	7%
Sandberg bluegrass	20	12.05	6.75	9.43	3%	6%
squirreltail	20	13.2	3.56	11.49	25%	10%
<i>Thurber's needlegrass</i>	1	19	2.50	0.80	(N/A)	-



Figure 14. Photo of Maysville South Use Area - AG-16

Mill Creek Use Area - Mill Creek

Location in UTM: Zone 11T 510814 m E 4462038 m N

Observations and Results: This site is dominated by sagebrush with an understory of Letterman's needlegrass and mountain brome. At the conclusion of the grazing year in 2015, average utilization on this site was $44\% \pm 10\%$. The utilization level, as defined by the settlement agreement, was statistically uncertain. In 2016, average observed utilization was $35\% \pm 9\%$. On this site, the utilization level was statistically uncertain and more likely to have met use levels as defined by the settlement agreement. In 2017, average utilization on this site was $21\% \pm 7\%$. The upland utilization level was met as defined by the settlement agreement.

Table 17. Upland monitoring data for herbaceous species at Mill Creek

	Sample Size	Ungrazed Avg. Ht. (in)	Grazed Avg. Ht. (in)	Total Avg. Measured Height (in)	Average Utilization	95% conf. Interval
Avg. Species	40	24.68	2.50	12.04	21%	7%
Letterman's needlegrass	20	26.15	9.64	24.37	25%	10%
mountain brome	20	23.20	10.40	21.04	16%	11%



Figure 15. Photo of Mill Creek Use Area - Mill Creek

Mule Canyon Use Area - AG-01

Location in UTM: Zone 11T 524876 m E 4491809 m N

Observations and Results: At the conclusion of the grazing year in 2015, average utilization on herbaceous species was $37\% \pm 10\%$. The utilization level for herbaceous species, as defined by the settlement agreement, was met. In 2016, average observed utilization on herbaceous species was $23\% \pm 12\%$. On this site, the utilization level for herbaceous species was met as defined by the settlement agreement. In 2017, average utilization on this site was $22\% \pm 14\%$. The upland utilization level was met as defined by the settlement agreement.

At the conclusion of the grazing year in 2015, average use on woody species on this site was $16\% \pm 6\%$. The utilization level for woody species, as defined by the settlement agreement, was met. In 2016, average observed utilization was $12\% \pm 5\%$. On this site, the utilization level was met as defined by the settlement agreement. In 2017, average utilization on this site was $8\% \pm 4\%$. The upland utilization level was met as defined by the settlement agreement.

Table 18. Upland monitoring data for herbaceous species at AG-01

	Sample Size	Ungrazed Avg. Ht. (in)	Grazed Avg. Ht. (in)	Total Avg. Measured Height (in)	Average Utilization	95% conf. Interval
Avg. Species	20	15.85	2.50	12.04	22%	14%
Sandberg bluegrass	20	15.85	2.14	12.30	22%	14%



Figure 16. Photo of Mule Canyon Use Area - AG-01

Mule Canyon Use Area - AR-21

Location in UTM: Zone 11T 523895 m E 4496141 m N

Observations and Results: At the end of the 2015 grazing year, there was an insufficient sample size of herbaceous vegetation on this site. In 2016, average observed utilization was $21\% \pm 8\%$. On this site, the utilization level was met as defined by the settlement agreement.

At the conclusion of the grazing year in 2015, average utilization on this site was $5\% \pm 3\%$ for woody species. The utilization level, as defined by the settlement agreement, was met. In 2016, average observed utilization on woody species was $9\% \pm 4\%$. On this site, the utilization level was met as defined by the settlement agreement for woody species. In 2017, average utilization on this site was $28\% \pm 8\%$. The upland utilization level was met as defined by the settlement agreement.

Table 19. Upland monitoring data for herbaceous species at AR-21

	Sample Size	Ungrazed Avg. Ht. (in)	Grazed Avg. Ht. (in)	Total Avg. Measured Height (in)	Average Utilization	95% conf. Interval
Avg. Species	40	21.08	2.50	12.04	28%	8%
crested wheatgrass	20	26.20	7.78	24.31	37%	12%
Idaho fescue	20	15.95	4.38	14.41	20%	8%



Figure 17. Photo of Mule Canyon Use Area - AR-21

Mule Canyon Use Area - Mule Canyon (New)

Location in UTM: Zone 11T 518925 m E 4494136 m N

Observations and Results: At the conclusion of the grazing year in 2015, average utilization on key woody species on this site was $23\% \pm 10\%$. The utilization level, as defined by the settlement agreement, was statistically uncertain. In 2016, average observed utilization was $4\% \pm 0\%$. On this site, the utilization level was met as defined by the settlement agreement. In 2017, average utilization on this site was $7\% \pm 3\%$. The upland utilization level was met as defined by the settlement agreement.

Table 20. Upland monitoring data for herbaceous species at Mule Canyon (New)

Woody			
	Sample Size	Average Use	95% Conf. Interval
forage kochia	20	7%	$\pm 3\%$



Figure 18. Photo of Mule Canyon Use Area - Mule Canyon (New)

North Fork Mill Creek Use Area - North Fork

Location in UTM: Zone 11T 512511 m E 4465109 m N

Observations and Results: At the conclusion of the grazing year in 2015, average utilization on this site was $45\% \pm 7\%$. The utilization level, as defined by the settlement agreement, was statistically uncertain. In 2016, average observed utilization was $12\% \pm 6\%$. On this site, the utilization level was met as defined by the settlement agreement. In 2017, average utilization on this site was $23\% \pm 6\%$. The upland utilization level was met as defined by the settlement agreement.

Table 21. Upland monitoring data for herbaceous species at North Fork

	Sample Size	Ungrazed Avg. Ht. (in)	Grazed Avg. Ht. (in)	Total Avg. Measured Height (in)	Average Utilization	95% conf. Interval
Avg. Species	60	27.75	2.50	12.04	23%	6%
Letterman's needlegrass	20	31.40	14.05	28.98	14%	6%
mountain brome	20	24.85	4.30	20.80	44%	13%
slender wheatgrass	20	27.00	10.18	23.02	11%	7%



Figure 19. Photo of North Fork Mill Creek Use Area - North Fork

Sansinena Use Area - AG-18A

Location in UTM: Zone 11T 534319 m E 4495188 m N

Observations and Results: At the conclusion of the grazing year in 2015, average utilization on key herbaceous species on this site was $57\% \pm 8\%$. The utilization level, as defined by the settlement agreement, was not met. In 2016, average observed utilization on key herbaceous species was $11\% \pm 7\%$. On this site, the utilization level was met as defined by the settlement agreement. In 2017, average utilization on this site was $6\% \pm 6\%$. The upland utilization level was met as defined by the settlement agreement.

At the conclusion of the grazing year in 2015, average woody use on this site was $29\% \pm 8\%$. The utilization level, as defined by the settlement agreement, was statistically uncertain. In 2016, average observed woody use was $14\% \pm 6\%$. On this site, the woody use level was met as defined by the settlement agreement. In 2017, average utilization on this site was $13\% \pm 7\%$. The upland utilization level was met as defined by the settlement agreement.

Table 21. Upland monitoring data for herbaceous species at AG-18A

	Sample Size	Ungrazed Avg. Ht. (in)	Grazed Avg. Ht. (in)	Total Avg. Measured Height (in)	Average Utilization	95% conf. Interval
Avg. Species	20	25.65	2.50	12.04	6%	6%
crested wheatgrass	20	25.65	19.38	27.61	6%	6%
Russian wildrye	15	35.87	25.50	25.59	5%	5%

Table 22. Upland monitoring data for

Woody			
	Sample Size	Average Use	95% Conf. Interval
forage kochia	20	13%	$\pm 7\%$



Figure 20. Photo of Sansinena Use Area - AG-18A

Slaven Use Area - AG-08

Location in UTM: Zone 11T 522442 m E 4480591 m N

Observations and Results: At the conclusion of the grazing year in 2015, average utilization on this site was $58\% \pm 9\%$. The utilization level, as defined by the settlement agreement, was not met. In 2016, average observed utilization was $19\% \pm 10\%$. On this site, the utilization level was met as defined by the settlement agreement. In 2017, average utilization on this site was $22\% \pm 13\%$. The upland utilization level was met as defined by the settlement agreement.

Table 23. Upland monitoring data for herbaceous species at AG-08

	Sample Size	Ungrazed Avg. Ht. (in)	Grazed Avg. Ht. (in)	Total Avg. Measured Height (in)	Average Utilization	95% conf. Interval
Avg. Species	20	31.75	2.50	12.04	22%	13%
crested wheatgrass	20	31.75	17.08	34.91	22%	13%



Figure 21. Photo of Slaven Use Area - AG-08

South Flat Use Area - AG-04

Location in UTM: Zone 11T 499590 m E 4468878 m N

Observations and Results: This site is dominated by shadscale saltbush and bud sagebrush with an understory of Sandberg's bluegrass and bottlebrush squirreltail. At the conclusion of the grazing year in 2015, average utilization on this site was $18\% \pm 8\%$. The utilization level, as defined by the settlement agreement, was met. In 2016, average observed herbaceous utilization was $28\% \pm 9\%$. On this site, the utilization level was met as defined by the settlement agreement. In 2017, average utilization on this site was $26\% \pm 11\%$. The upland utilization level was met as defined by the settlement agreement.

At the conclusion of the grazing year in 2015, no utilization data on woody browse was collected. In 2016, average observed utilization was $4\% \pm 2\%$. On this site, the utilization level for woody species was met as defined by the settlement agreement.

Table 24. Upland monitoring data for herbaceous species at AG-04

	Sample Size	Ungrazed Avg. Ht. (in)	Grazed Avg. Ht. (in)	Total Avg. Measured Height (in)	Average Utilization	95% conf. Interval
Avg. Species	20	11.5	2.50	12.04	26%	11%
Sandberg bluegrass	20	11.5	2.00	9.33	26%	11%
squirreltail	2	8.5	4.00	0.78	(N/A)	-



Figure 22. Photo of South Flat Use Area - AG-04

Trout Creek Use Area – Trout Creek

Location in UTM: Zone 11T 511969 m E 4467461 m N

Observations and Results: This site is dominated by mountain sagebrush with an understory of mountain brome, Letterman's needlegrass, Idaho fescue, and bottlebrush squirreltail. At the conclusion of the grazing year in 2015, average utilization on this site was $54\% \pm 7\%$. The utilization level, as defined by the settlement agreement, was not met. In 2016, average observed utilization was $12\% \pm 5\%$. On this site, the utilization level was met as defined by the settlement agreement. In 2017, average utilization on this site was $12\% \pm 4\%$. The upland utilization level was met as defined by the settlement agreement.

Table 25. Upland monitoring data for herbaceous species at Trout Creek

	Sample Size	Ungrazed Avg. Ht. (in)	Grazed Avg. Ht. (in)	Total Avg. Measured Height (in)	Average Utilization	95% conf. Interval
Avg. Species	80	21.24	2.50	12.04	12%	4%
Letterman's needlegrass	20	28.47	16.38	22.30	2%	4%
Idaho fescue	20	18.55	4.94	16.67	18%	8%
mountain brome	20	24.00	6.28	18.71	10%	10%
squirreltail	20	13.95	5.31	12.89	16%	7%



Figure 23. Photo of Trout Creek Use Area – Trout Creek

West Flat Use Area - West Flat

Location in UTM: Zone 11T 498127 m E 4479641 m N

Observations and Results: This site is dominated by shadscale saltbush, fourwing saltbush and greasewood. There is no herbaceous key species on this site. At the conclusion of the grazing year in 2015, average use on this site was $2\% \pm 2\%$. The utilization level, as defined by the settlement agreement, was met. In 2016, average observed utilization was $5\% \pm 3\%$. On this site, the utilization level was met as defined by the settlement agreement. In 2017, average utilization on this site was $4\% \pm 1\%$. The upland utilization level was met as defined by the settlement agreement.

Table 26. Upland monitoring data for herbaceous species at West Flat

Woody			
	Sample Size	Average Use	95% Conf. Interval
shadscale saltbush	20	4%	$\pm 1\%$

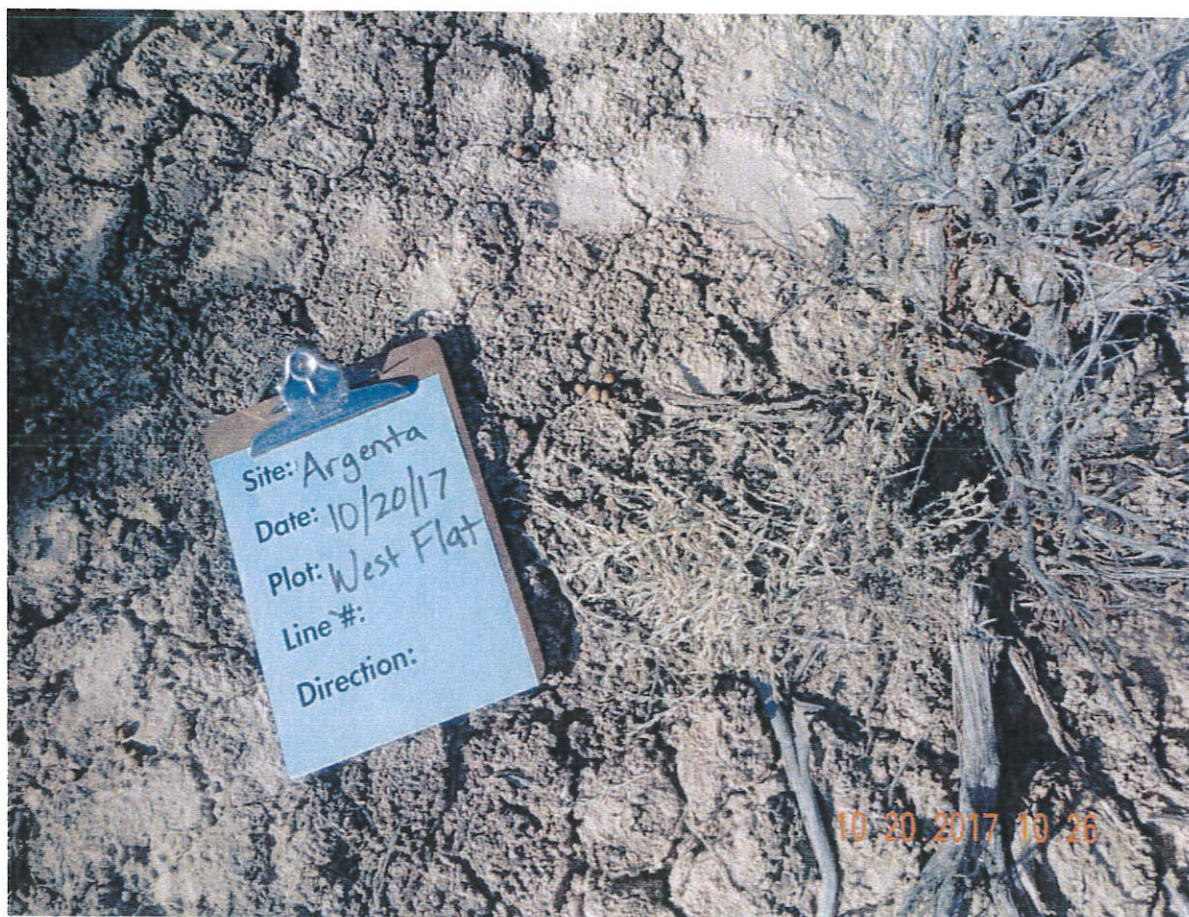


Figure 24. Photo of West Flat Use Area - West Flat

Whirlwind Valley Use Area - Whirlwind 1

Location in UTM: Zone 11T 532947 m E 4489173 m N

Observations and Results: At the conclusion of the grazing year in 2015, average utilization on this site was $26\% \pm 13\%$. The utilization level, as defined by the settlement agreement, was met. In 2016, average observed utilization was $8\% \pm 5\%$. On this site, the utilization level was met as defined by the settlement agreement. In 2017, average utilization on this site was $12\% \pm 6\%$. The upland utilization level was met as defined by the settlement agreement.

Table 27. Upland monitoring data for herbaceous species at Whirlwind 1

	Sample Size	Ungrazed Avg. Ht. (in)	Grazed Avg. Ht. (in)	Total Avg. Measured Height (in)	Average Utilization	95% conf. Interval
Avg. Species	40	11.28	2.50	12.04	12%	6%
Sandberg bluegrass	20	13.55	-	10.04	0%	-
squirreltail	20	9.00	2.29	7.77	25%	9%



Figure 25. Photo of Whirlwind Valley Use Area - Whirlwind 1

Whirlwind Valley Use Area - Whirlwind 3

Location in UTM: Zone 11T 529348 m E 4488671 m N

Observations and Results: At the conclusion of the grazing year in 2015, average utilization on this site was $51\% \pm 8\%$. The utilization level, as defined by the settlement agreement, was not met. In 2016, there was no observed utilization. On this site, the utilization level was met as defined by the settlement agreement. In 2017, average utilization on this site was $7\% \pm 4\%$. The upland utilization level was met as defined by the settlement agreement.

Table 28. Upland monitoring data for herbaceous species at Whirlwind 3

	Sample Size	Ungrazed Avg. Ht. (in)	Grazed Avg. Ht. (in)	Total Avg. Measured Height (in)	Average Utilization	95% conf. Interval
Avg. Species	40	12.45	2.50	12.04	7%	4%
Sandberg bluegrass	20	13.25	-	9.81	0%	-
squirreltail	20	11.65	4.79	10.76	15%	7%



Figure 26. Photo of Whirlwind Valley Use Area - Whirlwind 3

Winter Use Area - Winter

Location in UTM: Zone 11T 500989 m E 4491527 m N

Observations and Results: This site is dominated by shadscale saltbush and bud sagebrush. The site is lacking key perennial grass species. At the conclusion of the grazing year in 2015, average utilization on this site was $4\% \pm 3\%$. The utilization level, as defined by the settlement agreement, was not met. In 2016, average observed utilization was $5\% \pm 3\%$. On this site, the utilization level was not met as defined by the settlement agreement. In 2017, average utilization on this site was $3\% \pm 0\%$. The upland utilization level was met as defined by the settlement agreement.

Table 29. Upland monitoring data for herbaceous species at Winter

Woody			
	Sample Size	Average Use	95% Conf. Interval
shadscale saltbush	20	3%	-



Figure 27. Photo of Winter Use Area - Winter

RIPARIAN MONITORING RESULTS

Riparian Monitoring Site Map

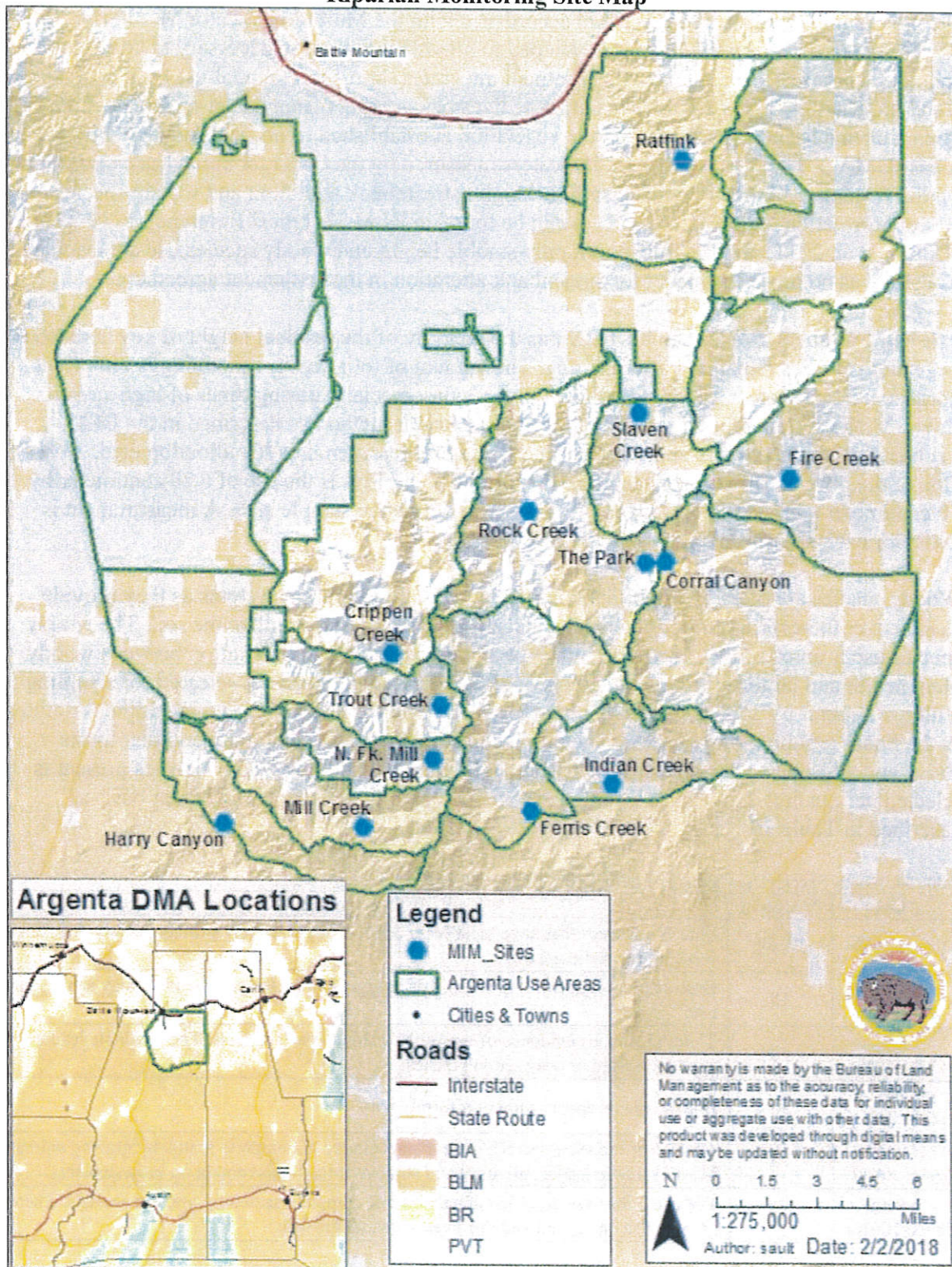


Figure 28. Figure shows the Riparian DMAs monitored in the Argenta Allotment.

Riparian Monitoring Methods

Riparian monitoring was conducted in accordance with the Multiple Indicator Monitoring (MIM) protocol. This protocol was developed to provide information necessary to adaptively manage riparian resources. The MIM protocol integrates short-term (annual-use) and long-term trend indicators to allow for the evaluation of livestock grazing management on streambanks, stream channels and streamside riparian vegetation at established riparian designated monitoring areas (DMAs). The three short-term indicators measured by the CMG for annual-use monitoring on the Argenta Allotment included stubble height, streambank alteration and woody species use. More information on the MIM protocol can be found in BLM Technical Reference 1737-23 (Burton et al. 2011). Within this report, only stubble height and woody species use are evaluated as there was no prescribed level for streambank alteration in the settlement agreement.

The MIM protocol defines stubble height as the measure of the residual height of key herbaceous vegetation species remaining after grazing. The amount of foliar cover remaining is important because it helps protect riparian systems from erosion especially during times of high stream flows. MIM uses a modified version of the stubble height method as described in the BLM Technical Reference, Utilization Studies and Residual Measurements (Coulloudon et al. 1996). One of the primary differences that the MIM protocol employs is the use of a 20 centimeter by 50 centimeter quadrat (i.e. a Daubenmire frame) to define the sample area. A measurement is taken for each key species present within the quadrat.

Woody species are often an important component of healthy riparian systems as they provide shade cover to keep streams cool and have deep root systems that stabilize the soil. The woody species use is an effective short-term indicator and can help define the relation between woody plant health and large herbivores. In the MIM protocol, woody plants are selected for sampling within a 2-meter by 2.75-meter quadrat that is centered on the greenline. The greenline is defined as the linear grouping of perennial vegetation, embedded rock or anchored wood that forms above and adjacent to the waterline. Only one individual of each key woody species present is selected per quadrat. Utilization is assigned to a class by the observer on an ocular basis as described in Table 30.

Table 30. Woody Species Use Classes and Descriptions from Technical Reference 1737-23.

Class	Midpoint	Description
Unavailable	Blank	Shrubs and trees that have most (over 50%) of their actively growing stems over 1.5m (5 feet) tall for cattle grazing.
Slight (0%-20%)	10	Browse plants appear to have little or no use. Available year's leaders may show some use.
Light (21%-40%)	30	There is obvious evidence of use of the current year's leaders. The available leaders appear cropped or browsed in patches.
Moderate (41%-60%)	50	Browse plants appear rather uniformly used.
Heavy (61%-80%)	70	The use of browse gives the general appearance of complete search by grazing animals. Most available leaders are used and some terminal buds remain on browse plants.
Severe (81%-100%)	90	The use of browse gives the appearance of complete search by grazing animals. There is grazing use on second and third years' leader growth.

The CMG used the MIM protocol during the week of October 16-20 to evaluate the short-term indicators of livestock grazing during the 2016 grazing season at 13 riparian DMAs. As outlined in the Argenta Settlement Agreement, the end of season prescribed use levels are (1) 4-inch average stubble height on key herbaceous species and (2) 30% browse on key woody species. Key species for both indicators vary depending on the plant communities present at each DMA. Criteria for selecting key species are summarized in Burton et al. (2011, pp. 23, 24, 144).

All photos taken at riparian DMAs were taken between October 16th and October 20th, 2017.

Riparian Monitoring Summary

Table 31. Summary of 2017 riparian monitoring results related to annual-use limits in the 2015 Settlement Agreement. Dashes represent that data was not collected for that site.

Use Area	DMA	Operator	Stubble Height	Woody Use	Overall
Corral Canyon	Corral Canyon	C Ranches*	Met	Likely Met	Likely Met
Lewis	Crippen Creek	Julian Tomera Ranches, Inc.	Likely Met	Met	Likely Met
Maysville South	Ferris Creek	Julian Tomera Ranches, Inc.	Likely Met	Likely Met	Likely Met
Fire Creek	Fire Creek	Henry Filippini	Met	Met	Met
Harry Canyon	Harry Canyon	Chiara Ranch	-	Met	Met
Indian Creek	Indian Creek	Barrick Cortez, Inc.**	Likely Not Met	Likely Not Met	Likely Not Met
Mill Creek	Mill Creek	Chiara Ranch	Met	-	Met
North Fork Mill Creek	N. Fk. Mill Creek	Julian Tomera Ranches, Inc.	Not Met	-	Not Met
Mule Canyon	Ratfink	Julian Tomera Ranches, Inc.	Met	Met	Met
Maysville North	Rock Creek	Julian Tomera Ranches, Inc.	-	Likely Not Met	Likely Not Met
Slaven	Slaven	Julian Tomera Ranches, Inc.	Met	-	Met
Maysville North	The Park	Julian Tomera Ranches, Inc.	Not Met	-	Not Met
Trout Creek	Trout Creek	Julian Tomera Ranches, Inc.	Not Met	-	Not Met

* C Ranches is permitted to graze within the Argenta Allotment, but is not a signatory party to the Argenta Settlement Agreement

** Barrick Cortez, Inc. is permitted to graze within the Argenta Allotment, but is not a signatory party to the Argenta Settlement Agreement

In the 2015 Argenta Settlement Agreement, success is defined as having 70% of Use Areas meeting the end of season prescribed utilization levels for upland and riparian areas. Over the duration of the interim management plan implemented by the Settlement Agreement, use areas that are either not successful or statistically uncertain will be identified for changes in stockmanship and will be prioritized for intensive monitoring to support and help ensure demonstrable improvement. The long-term goal is to strive for an aspirational goal of 100% success. At riparian DMAs, the prescribed levels are 4 inches of residual stubble height on key herbaceous species and 30% woody species use on key woody species.

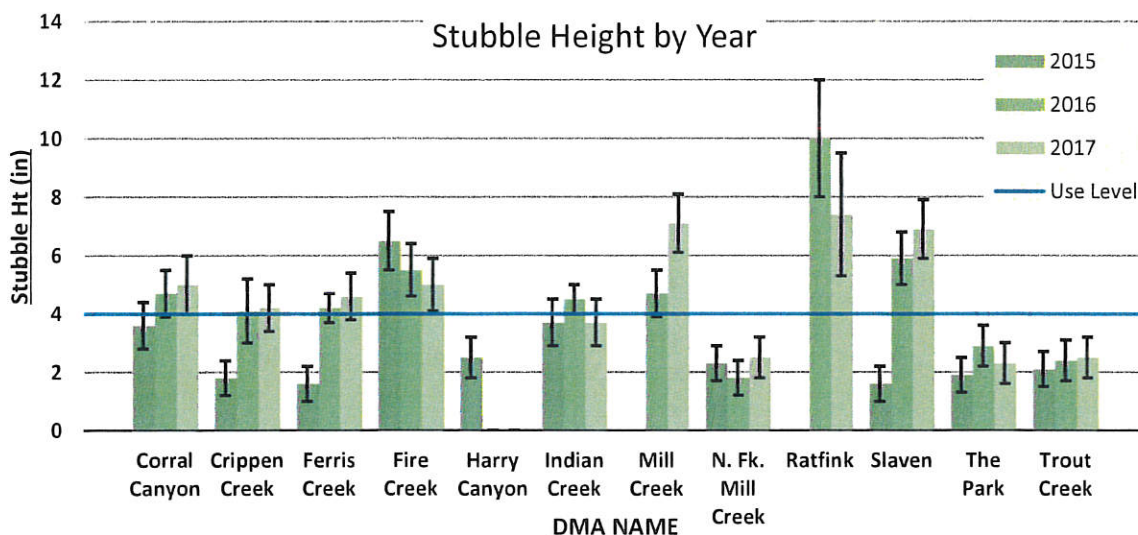


Figure 29. Comparison of EOS stubble height at DMAs from 2015 to 2017. Black bars represent a 95% confidence interval. No stubble height measurements were collected in Harry Canyon in 2016 and 2017 and in Mill Creek in 2015. The blue line represents the prescribed use level as outlined in the 2015 Argenta Settlement Agreement.

In October 2017, the CMG collected stubble height, woody species use and streambank alteration data at 13 riparian DMAs across 12 use areas in the Argenta Allotment (Table 31). Eleven of the 13 riparian DMAs were monitored for stubble height in 2016 across 11 use areas (Figure 29). Five of the 11 DMAs were successful in meeting stubble height level. Three of the 11 DMAs were statistically uncertain. Three of the 11 DMAs did not meet prescribed stubble height levels.

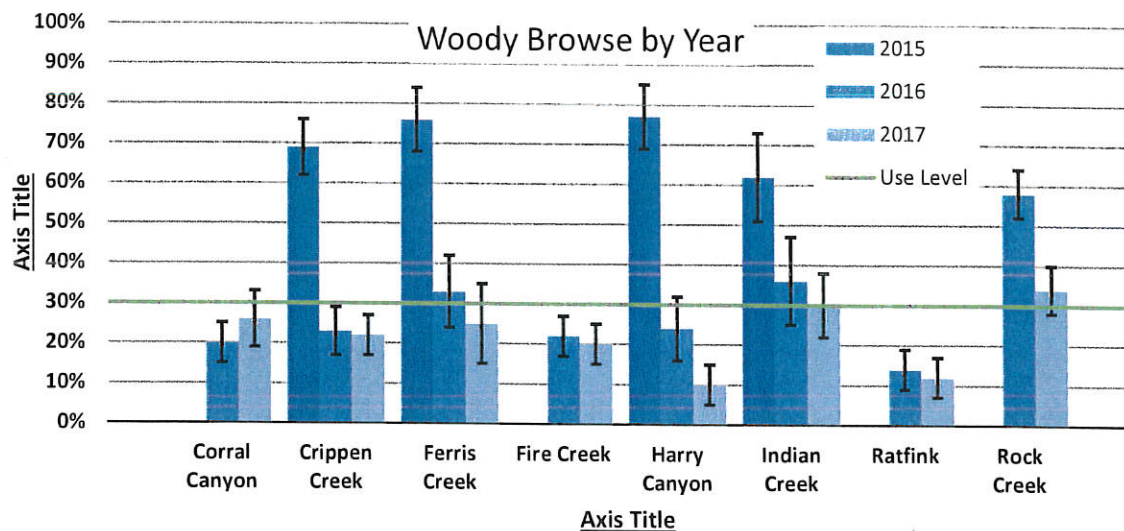


Figure 30. Comparison of EOS woody species use by DMA from 2015-2017. Black bars represent a 95% confidence interval. No woody browse measurements were collected for Corral Canyon, Fire Creek, Ratfink and Rock Creek in 2015.

Eight of the 13 riparian DMAs were monitored for woody species use in 2016 across 8 use areas (Figure 30). Four of the 8 DMAs were successful in meeting woody species use level. Four of the 8 DMAs were statistically uncertain. None of the 8 DMAs did not met the woody species use level.

In sites where confidence intervals don't overlap, there is a statistically significant difference in utilization (See Figure 29 for stubble height and Figure 30 for key woody species). In comparing 2017 stubble height results to 2016 stubble height results, Harry Canyon is the only DMA to have statically significantly taller stubble height. This is likely due livestock being excluded from the Mill Creek Enclosure in 2017 where in 2016 livestock were able to graze inside.

There are two sites that showed significantly lower utilization (Harry Canyon and Rock Creek) between 2016 and 2017. Harry Canyon has shown a significant reduction in woody browse two years in a row. In 2017, there was no observed browse (browse is reported due to the protocol requiring a minimum of 10% per observation). Rock Creek was identified as a priority area for changes in management at the end of 2016 due to the high levels of browse. In 2017, the change in management may have contributed to the lower levels of browse observed.

From 2015 to 2017 there are three sites that consistently exceed prescribed use levels (North Fork Mill Creek, The Park and Trout Creek). The changes in the stockmanship plan from 2017 to 2018 are designed to improve conditions in these use areas.

All photos were taken the week of October 16-20, 2017.

Corral Canyon

Location in UTM: 11T 522916m E 4474937m N

Observations and Results: This DMA includes a mixed complex with herbaceous and woody plants. There are few key woody plants present, most of which are non-rhizomatous mature willow species; however, Woods rose was common throughout the site.

The Indian Creek Use Area is leased from Julian Tomera Ranches by C Ranches, a non-signatory party of the Settlement Agreement, and was not actively grazed by any of the signatory permittees this grazing year.

At the conclusion of 2015, stubble height was 3.6 inches \pm 0.8 inches. The residual stubble height level as set by the settlement agreement was statistically uncertain. Woody browse was not reported on this site in 2015 due to an insufficient sample size. The average streambank alteration was 26% \pm 7%.

At the conclusion of 2016, stubble height was 4.7 inches \pm 0.8 inches. The residual stubble height level as set by the settlement agreement was statistically uncertain and was more likely to have met the level. Woody browse use was 20% \pm 5%. The utilization level for woody browse was met. The average streambank alteration was 16% \pm 6%.

At the conclusion of 2017, stubble height was 5.0 inches \pm 1.0 inches. The residual stubble height level as set by the settlement agreement was met. Woody browse use was 26% \pm 7%. The utilization level for woody browse was statistically uncertain and was more likely to have met the level. The average streambank alteration was 31% \pm 8%.

Table 32. Short-term MIM indicators collected at Corral Canyon DMA from 2015-2017

Year	Stubble Height (inches)			Woody Browse			Streambank Alteration		
	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size
2015	3.6	\pm 0.8	76	N/A	N/A	5	26%	\pm 7%	80
2016	4.7	\pm 0.8	57	20%	\pm 5%	21	16%	\pm 6%	85
2017	5.0	\pm 1.0	83	26%	\pm 7%	19	31%	\pm 8%	82



Figure 31. Top of Corral Canyon DMA looking Downstream.

Crippen Canyon

Location in UTM: 11T 509860m E 4470629m N

Observations and Results: Crippen Creek DMA is located along a high elevation reach with a channel slope over 4%. In general, DMAs are located in reaches with gradients under 4%. However, after the stream was stratified, the reach selected for the DMA was the most sensitive complex given its combination of accessibility by livestock, sensitivity to grazing, and vegetation communities present.

At the conclusion of 2015, stubble height was 1.8 inches \pm 0.6 inches. The residual stubble height level as set by the settlement agreement was not met. Woody browse use was observed at 69% \pm 7%. The utilization level for woody browse was not met. The average streambank alteration was 8% \pm 5%.

At the conclusion of 2016, stubble height was 4.1 inches \pm 1.1 inches. The residual stubble height level as set by the settlement agreement was statistically uncertain and was more likely to have met levels. Woody browse use was observed at 23% \pm 6%. The utilization level for woody browse was met. The average streambank alteration was 10% \pm 5.

At the conclusion of 2017, stubble height was 4.2 inches \pm 0.8 inches. The residual stubble height level as set by the settlement agreement was statistically uncertain and was more likely to have met the level. Woody browse use was 22% \pm 5%. The utilization level for woody browse was met. The average streambank alteration was 14% \pm 6%.

Table 33. Short-term MIM indicators collected at Crippen Canyon DMA from 2015-2017

Year	Stubble Height (inches)			Woody Browse			Streambank Alteration		
	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size
2015	1.8	\pm 0.6	102	69%	\pm 7%	29	8%	\pm 5%	80
2016	4.1	\pm 1.1	31	23%	\pm 6%	41	10%	\pm 5%	78
2017	4.2	\pm 0.8	42	22%	\pm 5%	45	14%	\pm 6%	93



Figure 32. Bottom of Crippen Creek DMA looking upstream.

Ferris Creek

Location in UTM: 11T 516428m E 4463145m N

Observations and Results: The Ferris Creek DMA has a mix of both herbaceous and woody riparian plants. Willows occur in two distinct age/size classes. The older willow plants are largely unavailable to grazing and thriving; the younger plants are showing clubbing from chronically high levels of browse, which tend to prevent them from reaching taller height classes and older age classes. Towards the downstream end of this DMA, the stream channel is not well defined and appears to be more of a lentic (still water) system than lotic (stream) system. In September 2017, the Ferris Creek enclosure was built. The enclosure encloses the DMA from grazing, but was put in after grazing had occurred.

At the conclusion of 2015, stubble height was 1.6 inches \pm 0.6 inches. The residual stubble height level as set by the settlement agreement was not met. Woody browse use was observed at 76% \pm 0.8%. The utilization level for woody browse was not met. The average streambank alteration was 41% \pm 9%.

At the conclusion of 2016, stubble height was 4.2 inches \pm 0.5 inches. The residual stubble height level as set by the settlement agreement was statistically uncertain and was more likely to have met. Woody browse use was observed at 33% \pm 9%. The utilization level for woody browse was statistically uncertain and was more likely to have not met. The average streambank alteration was 28% \pm 8%.

At the conclusion of 2017, stubble height was 4.6 inches \pm 0.8 inches. The residual stubble height level as set by the settlement agreement was statistically uncertain and was more likely to have met the level. Woody browse use was 25% \pm 10%. The utilization level for woody browse was statistically uncertain and was more likely to have met the level. The average streambank alteration was 41% \pm 9%.

Table 34. Short-term MIM indicators collected at Ferris Creek DMA from 2015-2017

Year	Stubble Height (inches)			Woody Browse			Streambank Alteration		
	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size
2015	1.6	\pm 0.6	72	76%	\pm 8%	18	41%	\pm 9%	74
2016	4.2	\pm 0.5	65	33%	\pm 9%	23	28%	\pm 8%	90
2017	4.6	\pm 0.8	40	25%	\pm 10%	26	41%	\pm 9%	67



Figure 33. Middle of Ferris Creek DMA looking upstream.

Fire Creek

Location in UTM: 11T 528886m E 4478962m N

Observations and Results: Fire Creek DMA contains an herbaceous complex with abundant panicled bulrush, Nebraska sedge, and Baltic rush. Woods' rose is common and located along the channel margin. Although it is not generally considered a key woody species, it provides important protection to the banks by limiting animal access. There was an increase in streambank alteration in the 2017 grazing season. To address this, Filippini Ranching Co, has voluntarily reduced the number of head in the Fire Creek Use Area.

At the conclusion of 2015, stubble height was 6.5 inches \pm 1.0 inches. The residual stubble height level as set by the settlement agreement was met. Woody browse was not observed on this site in 2015 because woody key species were identified. The average streambank alteration was 42% \pm 9%.

At the conclusion of 2016, stubble height was 5.5 inches \pm 0.9 inches. The residual stubble height level as set by the settlement agreement was met. Woody browse use was observed at 22% \pm 5%. Woods rose was added as a key species in 2016 because observations by the CMG in 2015 and 2016 across the Argenta Allotment indicated that there was likely use occurring on this species. The utilization level for woody browse was met. The average streambank alteration was 40% \pm 9%.

At the conclusion of 2017, stubble height was 5.0 inches \pm 0.9 inches. The residual stubble height level as set by the settlement agreement was met. Woody browse use was 20% \pm 5%. The utilization level for woody browse was met. The average streambank alteration was 49% \pm 10%.

Table 35. Short-term MIM indicators collected at Fire Creek DMA from 2015-2017

Year	Stubble Height (inches)			Woody Browse			Streambank Alteration		
	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size
2015	6.5	\pm 1.0	145	N/A	N/A	N/A	42%	\pm 9%	83
2016	5.5	\pm 0.9	120	22%	\pm 5%	79	40%	\pm 9%	83
2017	5.0	\pm 0.9	114	20%	\pm 5%	77	49%	\pm 10%	84



Figure 34. Mid-reach of Fire Creek DMA looking downstream.

Harry Canyon

Location in UTM: 11T 528886m E 4478962m N

Observations and Results: This monitoring site occurs within a defined stream channel, and it primarily exhibits lentic (still water) characteristics. There is a distinct ecotone on this site as the site changes from well-watered at the upstream end of the monitoring site to poorly watered at the downstream end of the monitoring site. There is a water diversion for a stock water trough upstream of this monitoring site, which may be contributing to dewatering the reach.

At the conclusion of 2015, stubble height was 2.5 inches \pm 0.7 inches. The residual stubble height level as set by the settlement agreement was not met. Woody browse use was observed at 77% \pm 8%. The utilization level for woody browse was not met. The average streambank alteration was 31% \pm 8%.

When this site was visited in October 2016, the lower end of the monitoring site had dried out. It was determined that measuring herbaceous vegetation was not appropriate due to a steep moisture gradient and its effect on herbaceous species within the monitoring site. Woody species at the site are capable of drawing on surface and subsurface water; and therefore woody browse can be evaluated at this site. Woody browse use was observed at 24% \pm 8%. The utilization level for woody browse was statistically uncertain and was more likely to have met. The average streambank alteration was 31% \pm 8%.

At the conclusion of 2017, stubble height was not measured because similar to the previous year, the lower end of the DMA was dried out and wasn't an appropriate place to implement the stubble height indicator. Woody browse use was 10% \pm 5%. The utilization level for woody browse was met. The average streambank alteration was 32% \pm 8%.

Table 36. Short-term MIM indicators collected at Harry Canyon DMA from 2015-2017

Year	Stubble Height (inches)			Woody Browse			Streambank Alteration		
	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size
2015	2.5	\pm 0.7	99	77%	\pm 8%	18	31%	\pm 8%	80
2016	N/A	N/A	N/A	24%	\pm 8%	26	18%	\pm 6%	81
2017	N/A	N/A	N/A	10%	\pm 5%	20	32%	\pm 8%	78



Figure 35. Top of Harry Canyon DMA looking downstream.

Indian Creek

Location in UTM: 11T 522762m E 4463989m N

Observations and Results: This DMA was moved from where it was located last year. The previous DMA was within an intermittent reach. The new DMA was stratified and reviewed by the CMG in summer 2016 and was established upstream where hydric riparian species were present indicating the reach was perennial and a high-water table was maintained throughout the growing season.

The Indian Creek Use Area is primarily grazed by Barrick Cortez, Inc., a non-signatory party of the Settlement Agreement, and was not actively grazed by any of the signatory permittees this grazing year.

At the conclusion of 2015, stubble height was 3.7 inches \pm 0.8 inches. The residual stubble height level as set by the settlement agreement was statistically uncertain. Woody browse use was observed at 62% \pm 11%. The utilization level for woody browse was not met. The average streambank alteration was 15% \pm 6%.

At the conclusion of 2016, stubble height was 4.5 inches \pm 0.5 inches. The residual stubble height level as set by the settlement agreement was met. Woody browse use was observed at 36% \pm 11%. The utilization level for woody browse was statistically uncertain and was likely to not have met. The average streambank alteration was 39% \pm 1%.

At the conclusion of 2017, stubble height was 4.5 inches \pm 0.5 inches. The residual stubble height level as set by the settlement agreement was statistically uncertain and was more likely to have met the level. Woody browse use was 36% \pm 11%. The utilization level for woody browse was statistically uncertain and was more likely to not have met the level. The average streambank alteration was 39% \pm 9%.

Table 37. Short-term MIM indicators collected at Indian Creek DMA from 2015-2017

Year	Stubble Height (inches)			Woody Browse			Streambank Alteration		
	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size
2015	3.7	\pm 0.8	60	62%	\pm 11%	24	15%	\pm 6%	79
2016	4.5	\pm 0.5	50	36%	\pm 11%	18	39%	\pm 9%	98
2017	3.7	\pm 0.8	65	30%	\pm 8%	25	36%	\pm 9%	88



Figure 36. Top of Indian Creek DMA looking downstream.

Mill Creek

Location in UTM: 11T 508319m E 4462523m N

Observations and Results: This site was not monitored at the conclusion of the 2015 grazing season. In spring 2016, a small jackrail exclosure was installed on this site. This DMA was monitored to compare the recovery from the exclosure. The exclosure is approximately 70% within the exclosure and 30% outside the exclosure.

At the conclusion of 2016, stubble height was 4.7 inches \pm 0.8 inches. The residual stubble height level as set by the settlement agreement was statistically uncertain and was likely to have met. Woody browse was not collected on this site due to an insufficient number of key species being present. The average streambank alteration was 40% \pm 9%.

At the conclusion of 2017, stubble height was 7.1 inches \pm 1.0 inches. The residual stubble height level as set by the settlement agreement was met. Woody browse was not collected on this site due to an insufficient number of key species being present. The average streambank alteration was 19% \pm 6%.

Table 38. Short-term MIM indicators collected at Mill Creek DMA from 2015-2017

Year	Stubble Height (inches)			Woody Browse			Streambank Alteration		
	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size
2016	4.7	\pm 0.8	76	N/A	N/A	N/A	40%	\pm 9%	75
2017	7.1	\pm 1.0	104	N/A	N/A	3	19%	\pm 6%	83



Figure 37. Bottom of Mill Creek DMA looking across.

North Fork Mill Creek

Location in UTM: 11T 511570m E 4465620m N

Observations and Results: The North Fork of Mill Creek has a mix of lentic and lotic characteristics and is dominated by early successional, low-stabilizing, hydric herbaceous species with no woody species present at the site. This DMA has a jackrail enclosure upstream that was installed in the summer of 2016. The MLFO has issued a Final Decision to extend the existing enclosure for ¼ mile downstream, which will include the existing DMA which was built in October 2017. The DMA is now enclosed within enclosure, but was built following livestock use.

At the conclusion of 2015, stubble height was 2.3 inches \pm 0.7 inches. The residual stubble height level as set by the settlement agreement was not met. Woody browse was not collected on this site due to no key species being present. The average streambank alteration was 15% \pm 6%.

At the conclusion of 2016, stubble height was 1.8 inches \pm 0.6 inches. The residual stubble height level as set by the settlement agreement was not met. Woody browse was not collected on this site due to no key species being identified. The average streambank alteration was 35% \pm 8%.

At the conclusion of 2017, stubble height was 2.5 inches \pm 0.2 inches. The residual stubble height level as set by the settlement agreement was not met. Woody browse was not collected on this site due to an insufficient number of key species being present. The average streambank alteration was 30% \pm 8%.

Table 39. Short-term MIM indicators collected at North Fork Mill Creek DMA from 2015-2017

Year	Stubble Height (inches)			Woody Browse			Streambank Alteration		
	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size
2015	2.3	\pm 0.6	130	N/A	N/A	N/A	15%	\pm 6%	83
2016	1.8	\pm 0.6	108	N/A	N/A	N/A	35%	\pm 8%	82
2017	2.5	\pm 0.7	158	N/A	N/A	N/A	30%	\pm 8%	80



Figure 38. Bottom of North Fork Mill Creek DMA looking upstream.

The Park

Location in UTM: 11T 521958m E 4475021 m N

Observations and Results: A high water table maintains a hydric herbaceous community dominated by Arctic rush and Nebraska sedge. There are no riparian shrubs or trees in the Park DMA. For 2016 and 2017, livestock were never intended to graze in The Park, but due to drift issues from other parts of the allotment, cattle were consistently within The Park. Julian Tomera Ranches have proposed changes to their stockmanship plan to address this issue.

At the conclusion of 2015, stubble height was 1.9 inches \pm 0.6 inches. The residual stubble height level as set by the settlement agreement was not met. Woody browse was not collected on this site due to no key species being identified. The average streambank alteration was 42% \pm 9%.

At the conclusion of 2016, stubble height was 2.9 inches \pm 0.7 inches. The residual stubble height level as set by the settlement agreement was not met. Woody browse was not collected on this site due to no key species being identified. The average streambank alteration was 36% \pm 9%.

At the conclusion of 2017, stubble height was 2.3 inches \pm 0.7 inches. The residual stubble height level as set by the settlement agreement was not met. Woody browse was not collected on this site due to an insufficient number of key species being present. The average streambank alteration was 46% \pm 10%.

Table 40. Short-term MIM indicators collected at The Park DMA from 2015-2017

Year	Stubble Height (inches)			Woody Browse			Streambank Alteration		
	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size
2015	1.9	\pm 0.6	129	N/A	N/A	N/A	42%	\pm 9%	85
2016	2.9	\pm 0.7	71	N/A	N/A	N/A	36%	\pm 9%	81
2017	2.3	\pm 0.7	105	N/A	N/A	N/A	46%	\pm 10%	86



Figure 39. Top of The Park DMA looking downstream.

Ratfink Canyon

Location in UTM: 11T 523579m E 4493819m N

Observations and Results: This DMA is located in a canyon that experienced a severe, high-magnitude discharge event in 2015; as a result, it was not monitored in 2015, as there was little evidence of riparian plant establishment along the scour line. In the spring of 2016, a jackrail exclosure was constructed along part of Ratfink Canyon and includes the existing DMA. In 2017 there was evidence of use by deer within the exclosure.

At the conclusion of 2016, stubble height was 10.0 inches \pm 2.0 inches. The residual stubble height level as set by the settlement agreement was met. Woody browse use was observed at 14% \pm 2%. The utilization level for woody browse was met. The average streambank alteration was 0% \pm 0%.

At the conclusion of 2017, stubble height was 7.4 inches \pm 2.1 inches. The residual stubble height level as set by the settlement agreement was met. Woody browse use was 12% \pm 5%. The utilization level for woody browse was met. The average streambank alteration was 1% \pm 4%.

Table 41. Short-term MIM indicators collected at Ratfink DMA from 2015-2017

Year	Stubble Height (inches)			Woody Browse			Streambank Alteration		
	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size
2016	10	\pm 2.0	21	14%	\pm 5%	122	0%	\pm 0%	85
2017	7.4	\pm 2.1	46	12%	\pm 5%	61	1%	\pm 4%	75



Figure 40. Top of Ratfink DMA looking downstream.

Rock Creek

Location in UTM: 11T 516286m E 4477361m N

Observations and Results: Previous to 2016, the CMG had tried to establish a DMA within the Rock Creek Drainage in the Maysville North Use Area. During the summer of 2016, a CMG Technical group stratified riparian reaches in North Maysville in accordance with methods outlined in the MIM technical reference and established a new DMA at Rock Creek. This site has a cobble substrate and should support willow communities. There are small willows throughout the DMA that are heavily clubbed from chronically high levels of browse, which may be preventing the willows from reaching taller height classes and older age classes.

At the conclusion of 2016, woody browse use was observed at $58\% \pm 6\%$. The utilization level for woody browse was not met. The average streambank alteration was $3\% \pm 4\%$. Because this site clearly was not successful in meeting the prescribed use level, the CMG has determined this site will be prioritized for more intensive within-season monitoring and increased focus on stockmanship to help ensure that prescribed use levels are met during the 2017 grazing year.

At the conclusion of 2017, stubble height was not observed because the DMA occurs within an armored, rocky system that does not rely on herbaceous vegetation to provide stabilization. Woody browse use was $34\% \pm 6\%$. The utilization level for woody browse was statistically uncertain and was more likely to have not met. The average streambank alteration was $14\% \pm 6\%$.

Below the DMA is a drift fence that prevents livestock from moving out to the flats and may be concentrating use on this site. In 2016, the NRST has recommended to Julian Tomera Ranches and the BLM to open access gates through the drift fence to allow livestock to move through earlier before woody browse becomes the preferred forage. In 2017, there appeared to be a large amount of growth on ungrazed leaders. This may be due to livestock not concentrating on this site for as long, but there was still individual willows that had heavy use.

Table 42. Short-term MIM indicators collected at Rock Creek DMA from 2015-2017

Year	Stubble Height (inches)			Woody Browse			Streambank Alteration		
	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size
2016	N/A	N/A	N/A	58%	$\pm 6\%$	80	3%	$\pm 4\%$	95
2017	N/A	N/A	N/A	34%	$\pm 6\%$	81	14%	$\pm 6\%$	94



Figure 41. Bottom of Rock Creek DMA looking upstream.

Slaven Creek

Location in UTM: 11T 521559m E 4482096m N

Observations and Results: Slaven Creek DMA is in a fairly straight channel. Cobble and gravel are common in this reach; this material partially armors the site. Herbaceous vegetation within the DMA is dominated by early successional, low stabilizing species; there are no woody species present. In the spring of 2016, a jackrail enclosure was constructed to protect a majority of the riparian on federally owned land which includes the DMA.

At the conclusion of 2015, stubble height was 1.6 inches \pm 0.6 inches. The residual stubble height level as set by the settlement agreement was not met. The average streambank alteration was 32% \pm 8%. At the conclusion of the 2016 grazing year, the CMG monitored this DMA to track recovery within the enclosure.

At the conclusion of 2016, stubble height was 5.9 inches \pm 0.9 inches. The residual stubble height level as set by the settlement agreement was met. The average streambank alteration was 1% \pm 4%.

At the conclusion of 2017, stubble height was 6.9 inches \pm 1.0 inches. The residual stubble height level as set by the settlement agreement was met. Woody browse was not collected on this site due to an insufficient number of key species being present. The average streambank alteration was 1% \pm 4%.

Table 43. Short-term MIM indicators collected at Slaven Creek DMA from 2015-2017

Year	Stubble Height (inches)			Woody Browse			Streambank Alteration		
	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size
2015	1.6	\pm 0.6	126	N/A	N/A	N/A	32%	\pm 8%	81
2016	5.9	\pm 0.9	95	N/A	N/A	N/A	1%	\pm 4%	76
2017	6.9	\pm 1.0	75	N/A	N/A	N/A	1%	\pm 4%	83



Figure 42. Top of Slaven DMA looking downstream.

Trout Creek

Location in UTM: 11T 511969m E 4467945m N

Observations and Results: Trout Creek DMA was established in 2015 to address concerns over the previous site that was affected by a road crossing and by topography. The DMA is partially armored with cobble. This site has consistently not met objectives. Julian Tomera Ranches has proposed changes in their stockmanship plan for 2018.

At the conclusion of 2015, stubble height was 2.1 inches \pm 0.6 inches. The residual stubble height level as set by the settlement agreement was not met. No woody browse was collected on this site due to an insufficient sample size of key species. The average streambank alteration was 23% \pm 7%.

At the conclusion of 2016, stubble height was 2.4 inches \pm 0.7 inches. The residual stubble height level as set by the settlement agreement was not met. No woody browse was collected on this site due to an insufficient sample size of woody riparian plants. The average streambank alteration was 35% \pm 8%.

At the conclusion of 2017, stubble height was 2.5 inches \pm 0.7 inches. The residual stubble height level as set by the settlement agreement was not met. Woody browse was not collected on this site due to an insufficient number of key species being present. The average streambank alteration was 38% \pm 9%.

Table 44. Short-term MIM indicators collected at Trout Creek DMA from 2015-2017

Year	Stubble Height (inches)			Woody Browse			Streambank Alteration		
	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size	Average	Conf. Interval	Sample Size
2015	2.1	\pm 0.6	135	N/A	N/A	1	23%	\pm 7%	82
2016	2.4	\pm 0.7	71	N/A	N/A	N/A	35%	\pm 8%	81
2017	2.5	\pm 0.7	108	N/A	N/A	1	38%	\pm 9%	87



Figure 43. Top of Trout Creek DMA looking downstream.

ACTUAL USE 2017

Henry Filippini

Form 4130-5
(June 2015)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0041
Expires: October 31, 2017

ACTUAL GRAZING USE REPORT

Dear Grazing Operator:

In accordance with the terms and conditions of the permit or lease with authorizes your grazing use, please complete this form and return to the Field Office within 15 days after completing your authorized grazing use (43 CFR 4130.3-2(d)). This information, along with other studies data, is needed to evaluate the effectiveness of present management. Use a separate line for every day that you either turn livestock in or take livestock out of an allotment or pasture. Your cooperation in providing accurate information will be appreciated.

ACTUAL GRAZING USE				FOR BUREAU OF LAND MANAGEMENT (BLM) USE ONLY				
PASTURE	DATE mm/dd/yyyy	NUMBER AND KIND OR CLASS OF LIVESTOCK		NO. AND KIND OF LIVE-STOCK	GRAZING PERIOD		% PL USE	AUM'S
		TURNED IN	TAKEN OUT		BEGIN	END		
Fice Creek	3-8-17	160						
Fice Creek	3-10-17	175						
Fice Creek	4-25-17	45						
Fice Creek	5-1-17	17						
U.W Horse Haven	6-30-17	280						
Fice Creek	6-30-17		280					
U.W Horse Haven	7-1-17	60						
Fice Creek	7-1-17		60					
U.W Horse Haven	10-6-17		120 horse					
Sensinona	10-8-17	150						
Sensinona	11-26-17		150 horse					
U.W Horse Haven	11-29-17		127 horse					

I CERTIFY That this is a complete and accurate report of my grazing use.

Signature of Permittee/Lessee	Printed Name of Permittee/Lessee	Date
<i>[Signature]</i>		2-2-18

Title U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statement or presentations as to any matter within its jurisdiction.

(Continued on page 2)

FIGURE 44. Form 4130-5 Actual Use as submitted by Filippini Ranching Co.

ACTUAL USE 2017

Henry Filippini

Table 45: Actual Use submitted by Henry Filippini.

Actual Grazing Use - Submitted by Operator			
Pasture	Date	Turned In	Taken Out
Fire Creek	03/08/17	160	
Fire Creek	03/10/17	175	
Fire Creek	04/25/17	45	
Fire Creek	05/01/17	17	
Fire Creek	06/30/17		280
Whirlwind/Horse Haven	06/30/17	280	
Fire Creek	07/01/17		60
Whirlwind/Horse Haven	07/01/17	60	
Whirlwind/Horse Haven	10/06/17		120
Sansinena	10/08/17	150	
Sansinena	11/26/17		150
Whirlwind/Horse Haven	11/29/17		127

Table 46: Henry Filippini Actual Use AUMs by Pasture

Calculation of AUMs - Completed by BLM							
Allotment	Pasture	Number	Kind	Begin	End	% PL	AUM's
Argenta	Fire Creek	160	Cattle	03/08/17	06/30/17	100	605
Argenta	Fire Creek	120	Cattle	03/10/17	06/30/17	100	446
Argenta	Fire Creek	55	Cattle	03/10/17	07/01/17	100	206
Argenta	Fire Creek	5	Cattle	04/25/17	07/01/17	100	11
Argenta	Fire Creek	40	Cattle	04/25/17	10/18/17*	100	233
Argenta	Fire Creek	17	Cattle	05/01/17	10/18/17*	100	96
Argenta	Sansinena	150	Cattle	10/08/17	11/26/17	100	247
Argenta/ Geyser	Whirlwind/Horse Haven	120	Cattle	06/30/17	10/06/17	100	391
Argenta/ Geyser	Whirlwind/Horse Haven	127	Cattle	06/30/17	11/29/17	100	639
Argenta/ Geyser	Whirlwind/Horse Haven	33	Cattle	06/30/17	10/18/17*	100	120
Argenta/ Geyser	Whirlwind/Horse Haven	280	Cattle	06/30/17	10/18/17*	100	1,022

*These dates were assumed because it wasn't clear when 150 head came out of Fire Creek and Whirlwind. The assumption is these cows were the 150 head that went into Sansinena. This discrepancy will be addressed between the draft and final versions of this report.

Table 47: Actual AUMs calculated from actual use submitted by Henry Filippini.

AUM by Pasture	Sum of AUM's
Fire Creek	1,597
Sansinena	247
Whirlwind/Horse Haven	2,172
Grand Total	4,016

Forth 4130-5
(November 2007)

FORM APPROVED
OMB NO. 1004-0041
Expires: March 31, 2008

RECEIVED-MAILROOM

2018 JAN 24 P 12:42

30-9-EDU. This information, along with the phone number, is on the line for every day that you either call or fax. The information rate information will be appropriate.

I CERTIFY That this is a complete and accurate report of my grazing use.

Eddison H. Lippens

Date 01/17/2018

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on page 2)

Figure 45. Actual Use for the Argenta Allotment as submitted by Chiara Ranches.

ACTUAL USE 2017
Chiara Ranch

Table 48: Actual Use submitted by Chiara.

Actual Grazing Use - Submitted by Operator			
Allotment	Date	Turned In	Taken Out
Argenta	03/01/17	140	
Argenta	03/08/17	4	
Argenta	05/15/17	60	
Argenta	11/20/17		46
Argenta	11/26/17		35
Argenta	11/27/17		100
Argenta	11/30/17		23

Table 49: Chiara Ranch Actual Use Total AUMs

AUM by Pasture	Sum of AUM's
Argenta	1,017

Table 50: Actual AUMs calculated from actual use submitted by Chiara Ranch.

Calculation of AUMs - Completed by BLM							
Allotment	Pasture	Number	Kind	Begin	End	% PL	AUM's
Argenta	All	46	Cattle	03/01/17	11/20/17	61%	245
Argenta	All	35	Cattle	03/01/17	11/26/17	61%	190
Argenta	All	59	Cattle	03/01/17	11/27/17	61%	322
Argenta	All	4	Cattle	03/08/17	11/27/17	61%	21
Argenta	All	37	Cattle	05/15/17	11/27/17	61%	146
Argenta	All	23	Cattle	05/15/17	11/30/17	61%	92

ACTUAL USE 2017 **Julian Tomera Ranches**

GRAZING SCHEDULE AND FEES:
 BILL ID: R940645 JULIAN TOMERA RANCHES, INC.

Grazing Application 2017

02/23/2017

TERMS AND CONDITIONS:

ALLOT NUMBER/NAME	PASTURE	LIVESTOCK NUMBER KIND	BEGIN PERIOD	END PERIOD	% FOR TYPE LAND USE	RECEIVED-MAILROOM AUMS COST ST AMOUNT
NV20001 ARGENTA						2018 JAN 30 P 4 10
NV20001 ARGENTA		150 C	05/15/2017	10/30/2017	50 A	417 \$1.87 - \$779.79
NV20001 ARGENTA	MULE CANYON	600 C	03/01/2017	06/30/2017	50 A	1203 \$1.87 - \$2,249.61
NV20001 ARGENTA	WEST FLAT	100 C	03/01/2017	05/15/2017	50 A	123 \$1.87 - \$233.75
NV20001 ARGENTA	EAST FLAT	200 C	03/15/2017	03/31/2017	50 A	56 \$1.87 - \$104.72
NV20001 ARGENTA	EAST FLAT	500 C	04/01/2017	04/14/2017	50 A	115 \$1.87 - \$215.05
NV20001 ARGENTA	WEST FLAT	150 C	04/05/2017	05/30/2017	50 A	138 \$1.87 - \$258.06
NV20001 ARGENTA	EAST FLAT	100 C	04/15/2017	05/15/2017	50 A	510 \$1.87 - \$953.70
NV20001 ARGENTA	EAST FLAT	600 C	05/15/2017	06/15/2017	50 A	106 \$1.87 - \$198.22
NV20001 ARGENTA	EAST FLAT	150 C	06/15/2017	09/31/2017	50 A	192 \$1.87 - \$359.04
NV20001 ARGENTA	WEST FLAT	50 C	06/01/2017	08/31/2017	50 A	76 \$1.87 - \$142.12
NV20001 ARGENTA	MOUNTAIN USE AREAS	600 C	07/01/2017	10/30/2017	50 A	1203 \$1.87 - \$2,249.61
NV20001 ARGENTA	LEWIS	150 C	05/15/2017	09/30/2017	50 A	340 \$1.87 - \$635.80
NV20001 ARGENTA	TROUT CK/ NORTH FORK	150 C	05/15/2017	07/10/2017	50 A	138 \$1.87 - \$258.06
NV20001 ARGENTA	MAYSVILLE NORTH	150 C	07/11/2017	09/30/2017	50 A	202 \$1.87 - \$377.74
NV20001 ARGENTA	TROUT CK/ NORTH FORK	150 C	05/15/2017	07/15/2017	50 A	150 \$1.87 - \$280.50
NV20001 ARGENTA	MOUNTAIN USE AREAS	150 C	07/15/2017	10/15/2017	50 A	227 \$1.87 - \$424.49
NV20001 ARGENTA	LEWIS	150 C	05/15/2017	10/15/2017	50 A	377 \$1.87 - \$704.99
NV20001 ARGENTA	SLAVEN (MILLER PIT)	150 C	06/15/2017	09/31/2017	50 A	39 \$1.87 - \$72.93
NV20001 ARGENTA	SLAVEN	200 C	06/01/2017	10/30/2017	50 A	750 \$1.87 - \$1,402.50
NV20001 ARGENTA	WEST FLAT	600 C	09/01/2017	11/30/2017	50 A	896 \$1.87 - \$1,679.26
NV20001 ARGENTA	WEST FLAT	50 C	12/01/2017	12/31/2017	50 A	23 \$1.87 - \$46.75
NV20001 ARGENTA	WINTER	150 C	10/01/2017	12/31/2017	50 A	39 \$1.87 - \$72.93
NV20001 ARGENTA	WINTER	300 C	10/01/2017	10/15/2017	50 A	74 \$1.87 - \$138.38
NV20001 ARGENTA	WINTER	500 C	10/15/2017	12/31/2017	50 A	633 \$1.87 - \$1,183.71
GRAZING SUBTOTALS						8233 \$15,395.71
<AX> = AUMS NOT INCLUDED IN COLUMN TOTAL						

FEE SUMMARY

ITEM	AMOUNT
GRAZING FEES	\$15,395.71
TOTAL DUE	\$15,395.71

Figure 46. Page 1 of 4. Copy of Grazing Bill for Julian Tomera Ranches, submitted alongside Actual Use.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0041
Expires: October 31, 2017

ACTUAL GRAZING USE REPORT

2017

Dear Grazing Operator:

In accordance with the terms and conditions of the permit or lease with authorizes your grazing use, please complete this form and return to the Field Office within 15 days after completing your authorized grazing use (43 CFR 4130.3-2(d)). This information, along with other studies data, is needed to evaluate the effectiveness of present management. Use a separate line for every day that you either turn livestock in or take livestock out of an allotment or pasture. Your cooperation in providing accurate information will be appreciated.

Allotment (Name and Number)				FOR BUREAU OF LAND MANAGEMENT (BLM) USE ONLY				
ACTUAL GRAZING USE				CALCULATION OF AUM'S GRAZING USE				
PASTURE	DATE mm/dd/yyyy	NUMBER AND KIND OR CLASS OF LIVESTOCK		NO AND KIND OF LIVE- STOCK	GRAZING PERIOD		% PL USE	AUM'S
		TURNED IN	TAKEN OUT		BEGIN	END		
721 2001 argenta								
	3-1-17	125						
middle canyon	3-2-17	80						
	3-10-17	375						
	5-23-17	50						
	6-30-17		600					
west plot	3-2-17	96						
west plot	3-22-17	130						
middle & east	4-6-17	372						
middle & east	4-9-17	202						
middle & east	4-21-17	284						
west middle & east	5-22-17	113						
20200: 721 2001 argenta	9-15-17							
	11-1-17		1797					
winter Range	10-1-17	300						
winter Range	10-16-17	500						
winter Range	12-31-17		500					

I CERTIFY That this is a complete and accurate report of my grazing use.

Signature of Permittee/Lessee <i>Pete Tomera</i>	Printed Name of Permittee/Lessee Pete Tomera	Date 1-15-2018
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Title U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statement or presentations as to any matter within its jurisdiction.

(Continued on page 2)

Figure 47. Page 2 of 4. Actual Use Form as submitted by Julian Tomera Ranches.

	actual use 2017.
	From March 1 to May 28 1878 During this time cows were being bred, calves were being raised & Branded cows were sent to Victoria
	From June 1 to Aug 15 cattle were put up to the head of the river
	From 15th of August 1878 to the 1st of September 1878 as stated below
June 7	Branded cattle up to 1878
June 8	Branded cattle up to 1878
June 13	Branded cattle up to 1878
14	Branded cattle up to 1878
16	Branded cattle up to 1878
17	Branded cattle up to 1878
19	Branded cattle up to 1878
21	Branded cattle up to 1878
24	Branded cattle up to 1878
26	Branded cattle up to 1878
27-30	Branded cattle up to 1878
July 1-10	Branded cattle up to 1878
	The remainder of July, August, & part of September cattle were sent off to Victoria in the September

Figure 48. Page 3 of 4. Handwritten notes submitted alongside actual use.

September 12 10 a.m. and 2000
 head of cattle came to the flats.

By Sept 13 almost all cattle were on
 the flat.

The morning of October the upland
 were rode to gather the few cattle left.

Cattle were put into the winter
 and winter range.

By November 30 all cattle were fixed
 in winter range or the private range.

December 31 all cattle were in the
 winter range.

Figure 49. Page 4 of 4. Hand written note submitted alongside Actual Use.

Actual Use 2017
Julian Tomera Ranches

Table 51: Actual Use submitted by Julian Tomera Ranches with modifications based on conversations with MLFO staff.

Actual Grazing Use - Submitted by Operator			
Pasture	Date	Turned In	Taken Out
Mule Canyon	03/01/17	125	
Mule Canyon	03/02/17	80	
Mule Canyon	03/10/17	345	
Mule Canyon	05/23/17	50	
Mule Canyon	06/30/18		600
West Flat	03/02/17	96	
West Flat	03/22/17	130	
Middle & East	04/06/17	372	
Middle & East	04/09/17	202	
Middle & East	04/21/17	284	
West Middle & East	05/22/17	113	
Mountain Use Areas	09/15/17	1197**	
Mountain Use Areas	11/01/17		1797
Winter Range	10/01/17	300	
Winter Range	10/16/17	200***	
Winter Range	12/31/17		500
West Middle & East*	09/15/17		1197
Mountain Use Areas*	07/01/17	600	

*Lines were added following submission based on conversations with the permittee. They were accidentally not included in the original submission.

**Originally, this value was submitted at 1797 head. 600 were actually turned in at the start of July as reflected in line 19.

***The original submission amount was for 500. This value reflected the total number of livestock in the use area, not the number turned in.

(Transcribed from Handwritten Letter)

- From March 1 to May 28 cattle were turned out, during this time calves were being born, calves were being vaccinated and branded. Cows were sorted and vaccinated
- From June 1 to July 15 cattle were put up to the uplands.
- Most of dates of putting cattle to the uplands are stated below.
- June 7: Pushed cattle up Crippen
- June 8: Ride burn (south of home ranch) to Martin ranch to brand
- June 13: Drive burn (south of home ranch) cattle to Lewis
- June 14: Drive burn (south of home ranch) cattle to Lewis
- June 16: Drove cattle off of skyline
- June 17: Drove cattle up to bateman

- June 19: Drove cows above slaven
- June 21: Hauled 3 load cattle to North Fork
- June 24: Drove cattle up Lewis
- June 26: Rode Crippen 25 trout creek
- June 27-30: Rode Mule Canyon
- July 1-10: Push Mule Canyon Cattle to uplands
- The remainder of July, August and part of September cattle were moved off of riparian in the uplands
- September 12: hard rain and snow most of cattle came to the flats.
- September 13: almost all cattle were on the flat
- The month of October the uplands were rode to gather the few cattle left.
- Cattle were put into the ranches and winter range.
- By November 30 all cattle were either in Winter Range or the private ranches.
- December 31, all cattle were in from the winter range.

Table 52: Julian Tomera Actual Use AUMs by Pasture

AUM by Pasture	Sum of AUM's
Mule Canyon	1,083
West Flat	693
Middle & East	2,220
West, Middle & East	218
Mountain Use Areas	2,168
Winter	707
Grand Total	7,087

Table 53: Actual AUMs calculated from actual use submitted by Julian Tomera Ranches.

Calculation of AUMs - Completed by BLM							
Allotment	Pasture	Number	Kind	Begin	End	% PL	AUM's
Argenta	Mule Canyon	125	Cattle	03/01/17	06/30/17	50%	251
Argenta	Mule Canyon	80	Cattle	03/02/17	06/30/17	50%	159
Argenta	Mule Canyon	345	Cattle	03/10/17	06/30/17	50%	641
Argenta	Mule Canyon	50	Cattle	05/23/17	06/30/17	50%	32
Argenta	West Flat	96	Cattle	03/02/17	09/15/17	50%	313
Argenta	West Flat	130	Cattle	03/22/17	09/15/17	50%	381
Argenta	Middle & East	372	Cattle	04/06/17	09/15/17	50%	997
Argenta	Middle & East	202	Cattle	04/09/17	09/15/17	50%	532
Argenta	Middle & East	284	Cattle	04/21/17	09/15/17	50%	691
Argenta	West, Middle & East	113	Cattle	05/22/17	09/15/17	50%	218
Argenta	Mountain Use Areas	600	Cattle	07/01/17	11/01/17	50%	1,223
Argenta	Mountain Use Areas	1197	Cattle	09/15/17	11/01/17	50%	945
Argenta	Winter	300	Cattle	10/01/17	12/31/17	50%	454
Argenta	Winter	200	Cattle	10/16/17	12/31/17	50%	253

2018 STOCKMANSHIP PLAN

Henry Filippini Jr.:

Overview: Shawn and Angie Mariluch graze cattle in the Fire Creek, Horse Haven, Whirlwind Valley and Sansinena use areas. No use limits were exceeded in 2017 on either upland Key Areas or the Fire Creek riparian DMA. However, bank alteration is a continuing concern.

Livestock numbers will be reduced in Fire Creek use area in 2018 to reduce potential bank alteration. Planned exclusion for mine mitigation by Klondex Mining should eliminate all potential livestock impacts once approved and implemented.

Deferment is planned again in Sansinena until seed-ripe. Growing season deferment should continue to promote increased vigor of key species prior to potential growing season use in future rotations.

Adherence to a general rotation, control of animal distribution with riders and supplements, and timely moves based on within-season monitoring should again produce grazing success in 2018 on all use areas. Development of additional water sites (temporary water hauls in the immediate future with permanent water sites on private land possible later) should promote greater dispersal of livestock away from the Horse Haven/Whirlwind well.

2018 stockmanship plan for Filippini Ranching, Co. Mariluches will begin grazing cattle in Fire Creek and Whirlwind use areas in accordance with permitted numbers and dates. Permitted numbers will be distributed about equally between the two areas. Livestock will be dispersed within each use area using low-stress stockmanship techniques and additional water haul sites if necessary. Livestock will be moved from Fire Creek to Horse Haven and Whirlwind Valley use areas on or about June 1 or when designated use levels are met in Fire Creek, whichever occurs first to defer riparian use through the remainder of the “hot” growing season.

Livestock will be dispersed throughout Horse Haven and Whirlwind using low-stress stockmanship techniques in addition to water haul sites and low-moisture block supplements to minimize trailing effects to and from existing permanent waters.

Sansinena use area will be deferred during the upland growing season until or on about August 15. Livestock will be moved to Sansinena and dispersed from localized areas in Horse Haven and Whirlwind as designated use levels are approached and/or to reduce trailing until:

- 1) Use in Horse Haven and Whirlwind dictates all livestock be removed to Sansinena or
- 2) Designated use levels in Sansinena are approached or exceeded or
- 3) End of grazing season dictates removal.

Periodic riding/monitoring to determine when or if within season triggers are being approached/met will be implemented.

Additional adaptive management considerations may be appropriate pending disposition of potential range improvements on both public and private lands.

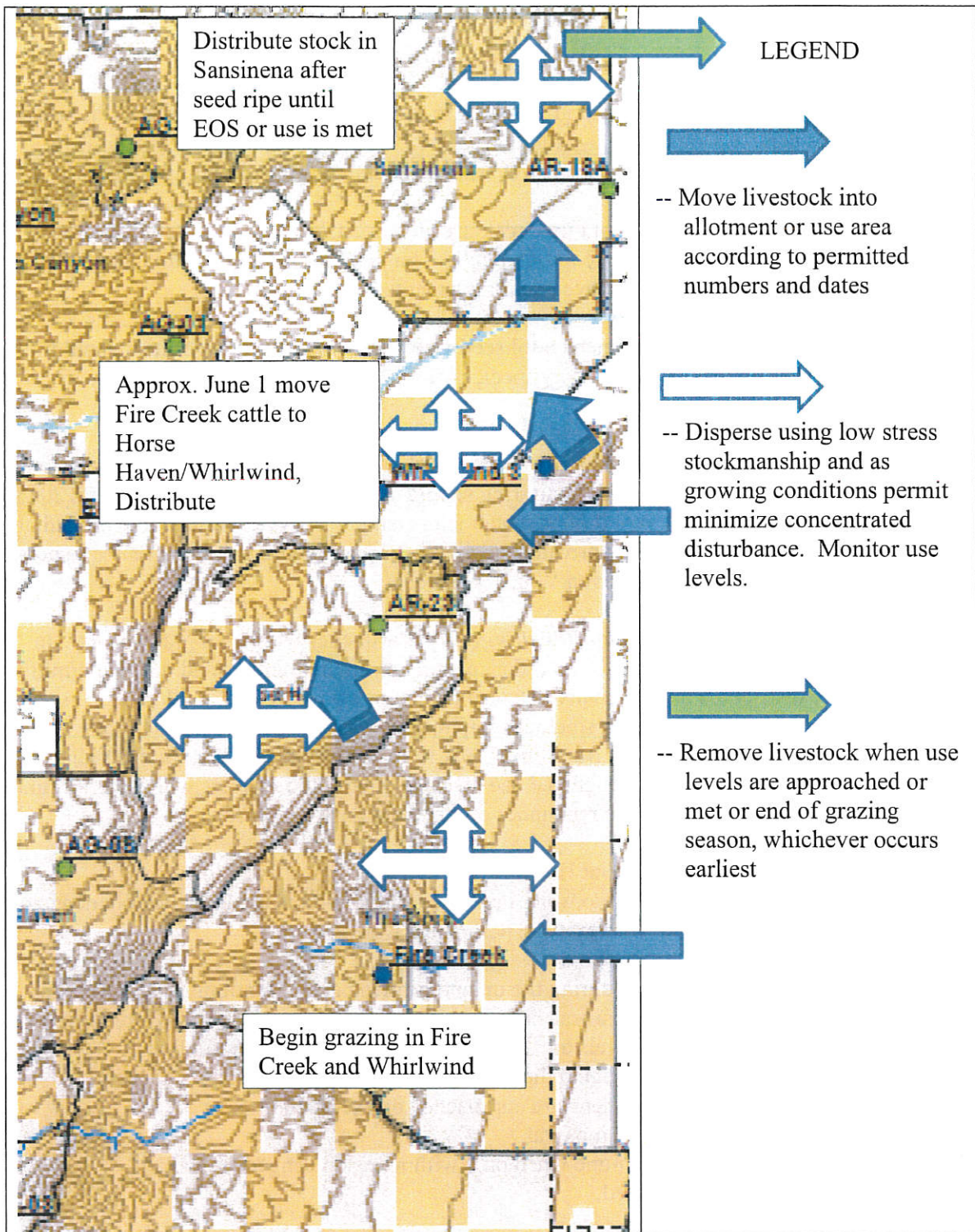


Figure 50: Henry Filippini – Stockmanship Map for 2018 Grazing

2018 STOCKMANSHIP PLAN

Chiara Ranch:

Overview: Chiara Ranch did not exceed use levels on upland key areas or riparian DMA's in 2017. The grazing plan will remain essentially the same as 2017. Within-season monitoring will still be important so moves can be scheduled before utilization levels are exceeded. Adherence to a general rotation, control of animal distribution, and timely moves based on within-season monitoring should produce continued upland grazing success in 2018 on all use area.

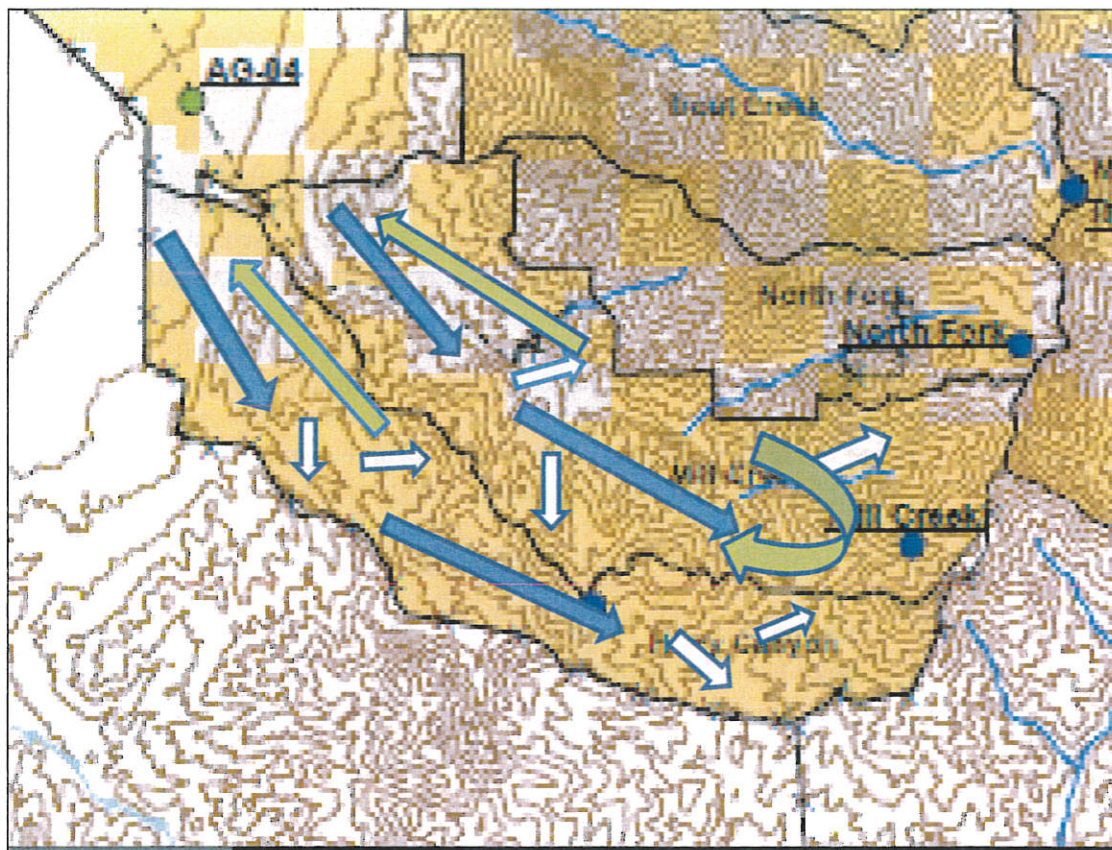
Dispersed use during the cool season, followed by active riding and distribution control in the hot season will be important in promoting improved riparian conditions.

2018 stockmanship plan for Chiara Ranch. Dan and EddyAnn Filippini will graze cattle in Harry Canyon and Mill Creek use areas in accordance with permitted numbers and dates. Livestock will be dispersed throughout the use areas as growing conditions permit to minimize concentrated disturbance in potential sage-grouse nesting and brood-rearing areas.

Filippinis will work collaboratively with Tomera Ranches to keep livestock separated into respective use areas as described in the Settlement Agreement. On or about July 1, 2018, focus will be to prevent and remove, as necessary, any drift into North Fork Mill Creek, Trout Creek and Crippen Creek drainages to effect hot season deferment and allow adequate regrowth of riparian vegetation.

Periodic riding/monitoring to determine when or if within season triggers are being approached/met will be implemented. Low-stress stockmanship principles will be used to move/place livestock where localized habituation jeopardizes agreed upon use levels overall.

Livestock will be removed at the end of permitted use or achievement of applicable use levels.



LEGEND




-  -- Move livestock into allotment or use area according to permitted numbers and dates
-  -- Disperse using low stress stockmanship and as growing conditions permit minimize concentrated disturbance. Monitor use levels.
-  -- Remove livestock when use levels are approached or met or end of grazing season, whichever occurs earliest

Figure 51: Chiara Ranch – Stockmanship Map for 2018 Grazing

2018 STOCKMANSHIP PLAN
Julian Tomera Ranches, Inc.

TOMERA 2018 STOCKMANSHIP PLAN

RECEIVED MAILROOM

2018 JAN 30 P 4:10

1. March 15th turn 500 hd into Mule Canyon. Cattle will be placed in the upper reaches of the canyons while water is available in the springs and creeks. Above the upper reaches water hauls will be located in the middle sections of the allotment drawn to the lower reaches of the canyons that typically have very low use levels. The Skyline water troughs will be turned off until the later summer months, at which time cattle will be placed on the flats to graze the koshia flat. Once utilization levels have been met, or when cattle are to be gathered in the fall, cattle will be placed on the east flat or Slavin areas. Around July 1st cattle will be gathered from Water Canyon and driven to the west half of the allotment and placed on water hauls.
2. March 20th to April 1st: Cattle to be placed on the South Flat (including the Starvation Field) and East Flats (Miller Pit) areas.
3. April 1st: Cattle will be placed in the Middle Flats.
4. May 1st: Cattle from South Flat will be driven up North Fork, Crippen Canyon and other upland use areas. No cattle will be placed in Trout Creek Canyon.
5. May 1st: Cattle from East Flat will be driven to South Maysville use area, to include upper Indian Creek (above the yellow cattle guard and in our use area), Chicken Creek, Grouse Creek and Edgar Cabin.
6. May 1st: Cattle from Middle Flat will be driven up Lewis Canyon and placed in the Sheep Corrals and Rocky Canyon areas.
7. July 1st: Cattle from North Fork and Trout Creek will be gathered and driven to Ferris Creek.
8. July 1st: Cattle from Crippen Canyon will be gathered and driven to Lewis Canyon, the Sheep Corrals and Rocky Canyon.
9. Mid to late summer: Cattle will be allowed to drift from Maysville South into Maysville North. As schedule allows and as conditions warrant riders will start drifting cattle from the south end into the area. Depending on the number of other water hauls being used, a water haul site could be located on the Tubing Hill or the Grader Turn Around location during this time. The gate at the drift fence in Hilltop Canyon will be opened August 1st, allowing cattle to use the lower reaches of Hilltop Canyon and reduce the potential of cattle loafing above the fence line. Sept 1st the gates at the mouth of Hilltop Canyon will be opened to allow cattle into the East Flat.
10. Late summer and early fall: Cattle will be gathered off the flats, brought to the Martin Ranch and processed. At this time cattle will start being place on the Winter Range.

Figure 52. Stockmanship Plan for Julian Tomera Ranches. Page 1 of 2

11. Late fall and early winter: Cattle will be gathered off the mountains and placed on the flats. Cattle will be then gathered off the flats and brought to the Martin Ranch for processing.
12. Fall thru Dec 31st: Cattle will be place on the Winter Range.

Riders will be used to remove cattle from focus areas, keep cattle in general use areas, monitor herd health and place cattle in areas of low use. An agreement has been made to have aerial monitoring done on a regular basis. Focus will be on Trout Creek and The Park, but will also be used to promote good herd management and utilization of all other resources.

REFERENCES

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- Coulloudon, B., Eshelman, K., Gianola, J., Habich, N., Hughes, L., Johnson, C., Pellant, M., Podborny, P., Rasmussen, A., Robles, B., Shaver, P., Spehar, J., and Willoughby, J. 1996 (revised 1999). Utilization Studies and Residual Measurements. Interagency Technical Reference 1734-3, Bureau of Land Management, National Business Center, Denver, CO.
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- Krebs, C.J. 1989. *Ecological methodology*. Harper and Row, New York, NY.