

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

March 14, 2019

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

Also Via Teleconference At

AUSTIN COURTHOUSE  
COMMISSION OFFICE  
122 MAIN STREET  
AUSTIN, NEVADA

9:00 A.M.      Call to Order  
                  Pledge of Allegiance  
                  A Moment of Silence  
                  **Lander County Commissioners may break for lunch from 12:00 p.m. to 1:15 p.m.**  
                  Any agenda item may be taken out of order, may be combined for consideration by the public  
                  body, and items may be pulled or removed from the agenda at any time.  
                  **Commissioners Reports on meetings, conferences and seminars attended**  
                  **Staff Reports on meetings, conferences and seminars attended**

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

**\*CONSENT AGENDA\***

All matters listed under the consent agenda are considered routine, and may be acted upon by the Board of County Commissioners with one action, without extensive discussion. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed and acted upon separately during this meeting. Consent agenda materials are available at the Lander County Clerk's office for viewing and copies are available for a nominal charge.

- \*(1) Approval of Agenda Notice March 14, 2019
- \*(2) Approval of January 24, 2019 Meeting Minutes
- \*(3) Approval of February 14, 2019 Meeting Minutes
- \*(4) Approval of February 28, 2019 Meeting Minutes
- \*(5) Approval of the Payment of Bills
- \*(6) Approval of Payroll Change Requests

**\*COMMISSIONERS\***

- \* (1) Discussion and possible action to approve/disapprove a proposal from YESCO for grant of easement on each of their six billboards located in a Lander County Right of Way at the Battle Mountain Airport, and to pay Lander County \$20,000 for each easement, and other matters properly related thereto.

*Public Comment*

- \* (2) Discussion and possible action to approve/disapprove a letter of support to the Bureau of Land Management for Desert Land Entry Applications N-96929; N-96930; N-96931; N-96932 and N-96933 all in the name of 8-Mile Farms, LLC located in the Smith Creek Valley, and all other matters properly related thereto.

*Public Comment*

- \* (3) Discussion and possible action to set a date for a Lander County Commission Meeting to be held in Austin, and all other matters properly related thereto.

*Public Comment*

- \* (4) Discussion and possible action regarding Lander County's Community Health Nursing Program and whether to continue the program as a county funded program or as a state funded program, and all other matters properly related thereto.

*Public Comment*

**\*PLANNING**

- \* (5) Discussion and possible action to approve/disapprove a zone change application from Iturriaga Ventures, Carolyn Maestretti, Joseph Philip Ramos, Joseph Ramos Jr., Allan Brewer and Joseph, Melene, Joe & Paige Ramos changing 001-248-05, 001-248-03, 001-248-04, 001-247-04 and 098-100-34 from Austin Historical Residential (AHR) to Manufactured Housing/Residential/Commercial (MRC), all located in Austin, and all other matters properly related thereto.

*Public Comment*

**\*COMMISSIONERS\*****\*RECESS THE BOARD OF THE LANDER COUNTY COMMISSIONERS AND  
CONVENE THE MEETING OF THE LANDER COUNTY LIQUOR BOARD  
COMPOSED OF THE LANDER COUNTY BOARD OF COMMISSIONERS AND THE  
LANDER COUNTY SHERIFF\***

- \*(6) Discussion and possible action to approve/disapprove a liquor license to Don Kip and Deann Helming for Silver Enterprises DBA: Silver State Bar & Grill located at 73 Main Street in Austin Nevada, and all other matters properly related thereto.

*Public Comment*

**\*ADJOURN THE MEETING OF THE LANDER COUNTY LIQUOR BOARD AND  
RECONVENE THE MEETING OF THE LANDER COUNTY BOARD OF  
COMMISSIONERS\***

- \*(7) Discussion and possible action with regard to established grant procedures as outlined in Lander County Grant request Instruction Manuel FY 2019-2020 and whether these procedures should be expanded or modified, and all other matters properly related thereto.

*Public Comment*

- \*(8) Discussion and possible action regarding all grants previously given to and currently applied for by the Lander County Water and Sewer District #2 and to further consider all other options which may be available, and all other matters properly related thereto.

*Public Comment*

- \*(9) Discussion and possible action to approve/disapprove a contract between Lander County and the Nevada Department of Health and Human Services Division of Public and Behavioral Health, effective July 1, 2019 through June 30, 2020, and all other matters properly related thereto.

*Public Comment*

**\*CORRESPONDENCE**

- \*(10) Correspondence/reports/potential upcoming agenda items.

*Public Comment*

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

**ADJOURN**

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

**NOTE: TIMES ARE APPROXIMATE**

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

**Notice to persons with disabilities:** Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the County Manager in writing at the Courthouse, 50 State Route 305, Battle Mountain, Nevada 89820, or call (775) 635-2885 at least one day in advance of the meeting.

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

**AFFIDAVIT OF POSTING**

State of Nevada )  
 ) ss  
County of Lander )

Keith Westengard, Lander County Manager of said Lander County, Nevada, being duly sworn, says, that on the 8<sup>th</sup> day of March 2019, he posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse, 4) Swackhamer's Plaza Bulletin Board, 5) Kingston Community Hall Bulletin Board, and 6) Austin Courthouse in said Lander County, where proceedings are pending.

Keith Westengard, Lander County Manager

Subscribed and sworn to before me this 8<sup>th</sup> day of March, 2019

Witness

Name of Agenda Lander County Commission

Date of Meeting 03-14-2019



## LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number \_\_1\_\_

***THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:***

Discussion and possible action to approve/disapprove a proposal from YESCO for grant of easement on each of their six billboards located in a Lander County Right of Way at the Battle Mountain Airport, and to pay Lander County \$20,000 for each easement, and other matters properly related thereto.

Public Comment:

Background: YESCO would like permanent easements of 100x100 ft around each of their billboards in return they will pay the county \$20,000 per easement.

Recommended Action:

Kyla Bright  
Lander County Offices  
Battle Mountain, NV  
RE: YESCO Billboards 34006, 34007, 34008, 34009, 34035 and 34042

Dear Kyla,

Thanks for getting back to me. Included with this note are a proposed purchase price, images of the six outdoor advertising structures we currently have in place with the county along with two documents we use to execute easement purchases (Easement Purchase Contract & Easement Deed). Please review them and let me know if you have any questions.

While there is still multiple years remaining on the lease agreements for the six structures, YESCO Outdoor Media is interested in purchasing an easement for each site from the county. For your reference, a normal easement area is roughly a 100ft by 100ft area which can be adjusted as needed.

#### COMPENSATION PROPOSAL FOR EASEMENT PURCHASES

##### Easement terms

- \$20,000 for each location
- \$120,000 total in a one-time lump sum
- Funds delivered upon execution of agreement
- Access to the sites included with easement purchase
- All other terms of the easement purchase contract agreement and easement deed documents

Please contact me using the below information to discuss in further detail. Thank you again for your consideration on this matter. I look forward to hearing from you.

All the Best,

Braden Saunders  
YESCO Outdoor Media  
801-464-6428 (Office)  
801-317-6444 (Mobile)  
bsaunders@yesco.com

866-779-8357

1605 South Gramercy Road  
Salt Lake City, UT 84104

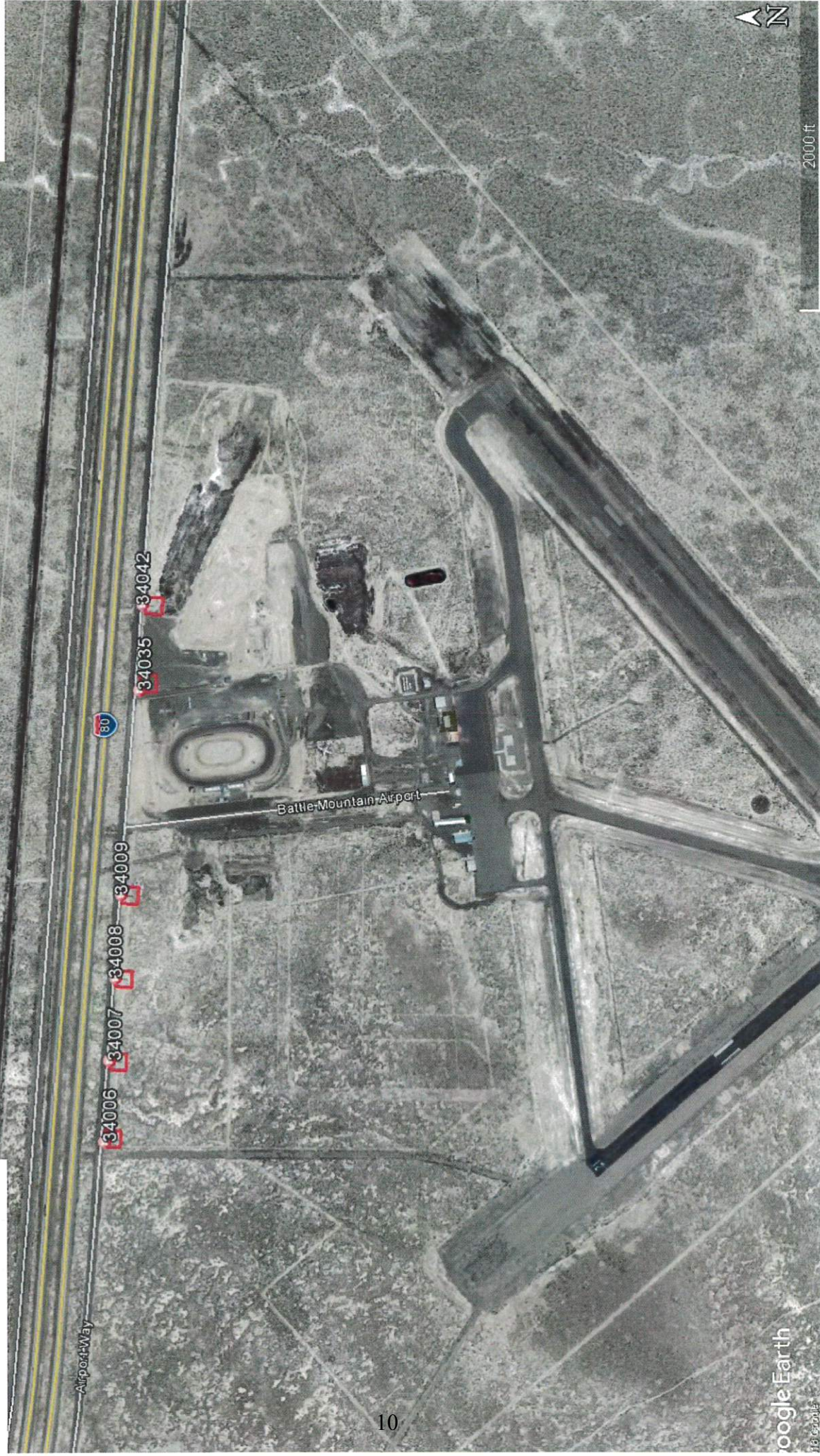
[yesco.com](http://yesco.com)



# Anderson County Billboards

## Legend

Billboard Locations





# Anderson County Billboards

## Legend

Billboard Locations





**Outdoor Advertising Easement - Purchase Agreement**

Effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ ("Seller"), of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_, Zip \_\_\_\_\_, in consideration of the covenants herein, hereby agrees to grant and warrant to YESCO Outdoor Media LLC, a Utah limited liability company ("YESCO"), exclusive perpetual easements (the "Easements") to use and occupy the premises located at \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_, Zip \_\_\_\_\_ the legal description of which is attached hereto as Exhibit "A" and incorporated by reference herein (the "Premises"), in accordance with the terms set forth below and the Outdoor Advertising Easement Deed executed in conjunction herewith.

Said Easements shall be for the purpose of allowing YESCO the sole and exclusive right to erect and maintain thereon \_\_\_\_\_ (\_\_\_\_\_) outdoor advertising structure(s), display(s) and device(s) (the "Sign(s)"), including the equipment, utilities, data transmission lines, and other apparatus expedient for Grantee's operation of the Sign(s) (the "Utilities"). The Easements shall include easements on, over, and under the Premises for: 1) encroachment of the Sign(s); 2) Utilities (including rights of access to install, maintain, and remove the Utilities); 3) ingress and egress from an accessible public roadway to the Sign Site(s) with adequate clearance and weight-bearing capacity for Grantee's vehicles that are customarily used to access the Sign(s); 4) an unobstructed line of site over the Premises to each face of the Sign(s) from the roadways to which the Sign(s) shall be oriented; and 5) light resulting from the illumination of the Sign(s).

It is further agreed:

A. YESCO shall pay the sum of \$\_\_\_\_\_ in full consideration for the Easements (the "Purchase Price"). \$\_\_\_\_\_ shall be delivered to \_\_\_\_\_ (the "Closing Agent") as refundable earnest money (the "Earnest Money") upon execution of this agreement and the remaining balance of \$\_\_\_\_\_ shall be payable in cash at closing.

B. Seller and YESCO shall execute YESCO's standard Outdoor Advertising Easement Deed (the "Deed") in conjunction with the execution of this agreement. The Deed shall be held in escrow by the Closing Agent and released in accordance with section G below. Exhibit B (depiction of the Sign Site(s)) to the Deed may be amended prior to Closing upon reasonable agreement of the parties.

C. Although signed by a representative of YESCO, this agreement shall not be binding upon YESCO for any purpose until the same is executed by an executive officer or another authorized agent of YESCO. When this agreement is fully executed, the undersigned, for the respective parties, represent and warrant that they are duly authorized to execute this agreement in either their individual or representative capacity as indicated, and that this agreement is enforceable according to its terms.

D. Seller represents that Seller has good title to the Premises and that the grant of the Easements contemplated herein will not interfere with the rights or claims of others. Seller will give YESCO written notice of any change in ownership of the Premises and/or assignment of this agreement. Seller's obligations hereunder shall run with the land and bind Seller's successors in interest, heirs, and assigns, if any. During the term of this agreement, Seller shall refrain from taking any action or inaction that would impair YESCO's ability to obtain or maintain permits for the construction, installation, and maintenance of the Sign(s) and Utilities on the Premises. In addition, Seller shall preserve the use, possession, and management of the Premises and not execute, extend, or otherwise further encumber the Premises with mortgages, leases, or other contracts, unless first approved in writing by YESCO. YESCO shall have the right to enter and inspect the Premises for the purpose of determining the suitability of the Premises for YESCO's advertising purposes and shall have the right to take all actions expedient for securing permits and regulatory approvals for the same. Seller shall, during the term of this agreement or any extension thereof, maintain a property insurance policy with limits not less than the Purchase Price by an insurance company reasonably acceptable to YESCO, with YESCO named as an additional insured to receive an amount not more than any actual consideration paid to Seller, plus expenses.

E. YESCO may terminate this agreement at any time prior to closing by providing Seller written notice upon the occurrence of any of the following events: 1) a threat or claim of eminent domain or the enactment and/or enforcement of any law, statute, ordinance, rule, regulation, or restriction which, in the opinion of YESCO, may prevent or interfere with the installation, use and/or maintenance of the Sign(s); 2) if, in the opinion of YESCO, the Sign(s) becomes or would become entirely or partially obstructed for any reason, regardless of fault; 3) diversion of traffic for any reason; 4) YESCO determines, in its sole discretion, that Seller does not have the necessary rights to grant the Easements contemplated herein (however, Seller shall have thirty (30) days to obtain such rights prior to termination); 5) YESCO is unable to obtain the Utilities YESCO deems expedient to operate the Sign(s) on the Premises; 6) YESCO is unable to obtain the permits and/or regulatory approvals YESCO deems necessary or desirable to construct, install, maintain, use, operate, display, illuminate and repair the Sign(s); or 7) Seller's breach of this agreement. If YESCO terminates this agreement in accordance with this section, the Closing Agent shall promptly refund the Earnest Money to YESCO and destroy the Deed.

F. Seller shall not obstruct or permit anyone else to obstruct or potentially obstruct the placement of Sign(s) on the Premises in any manner whatsoever. Seller shall not lease or grant use of the Premises for advertising purposes to any party except YESCO during the term of this agreement.

G. Closing shall be at a place determined by YESCO. Closing shall take place within thirty (30) days of YESCO notifying Seller, in writing, that the necessary permits and regulatory approvals have been received by YESCO. Seller shall deliver, at Seller's expense, the following to at closing: 1) written instructions to the Closing Agent releasing the Deed; and 2) a standard-coverage owner's policy of title insurance from the Closing Agent insuring YESCO in the amount of the Purchase Price. YESCO and Seller shall equally share closing/escrow fees charged by the Closing Agent. Possession shall be provided immediately upon closing. If closing does not occur within two (2) years of the date hereof, this agreement shall be terminated and the Earnest Money Deposit shall promptly be returned to YESCO.

H. If legal action is initiated by either party to enforce the provisions herein, the prevailing party shall recover its costs, including reasonable attorneys' fees, from the defaulting party. Waiver of any one breach hereunder shall not be deemed a waiver of any other breach. Invalidity or unenforceability of one or more provisions herein shall not affect the validity or enforceability of any other provision. Except as expressly stated herein, this agreement constitutes the entire agreement between the parties and will not be modified or amended except in writing and signed by the parties hereto.

I. Special Provisions:

IN WITNESS WHEREOF, the parties have executed this agreement, effective as of the date first written above.

Lessor

YESCO Representative  
Accepted for YESCO:

By

By

Printed Name

Printed Name

Title

Title

Telephone Number

Federal ID or Social Security Number

Location Number

ASSESSOR'S PARCEL NO. \_\_\_\_\_  
When Recorded, Mail to:  
YESCO Outdoor Media<sup>SM</sup>  
Attn: Patrick O'Donnell  
P.O. Box 12586  
Tempe, AZ 85284-0044



## Outdoor Advertising Easement - Deed

Page 1 of 2

Effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ ("Grantor"), of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_, Zip \_\_\_\_\_, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, grants and warrants to YESCO Outdoor Media LLC, a Utah limited liability company ("Grantee"), exclusive perpetual easements (the "Easements") to use and occupy the premises located at \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_, Zip \_\_\_\_\_ the legal description of which is attached hereto as Exhibit "A" and incorporated by reference herein (the "Premises"), for the purposes described herein.

Said Easements shall be for the purpose of allowing Grantee to construct, install, maintain, use, operate, display, illuminate, and repair \_\_\_\_\_ (\_\_\_\_\_) outdoor advertising structure(s), display(s) and device(s) (the "Sign(s)"), including the equipment, utilities, data transmission lines, and other apparatus expedient for Grantee's operation of the Sign(s) (the "Utilities") on the portion of the Premises depicted on Exhibit "B" attached hereto and incorporated by reference herein (the "Sign Site(s)"), together with such activities as are customarily incident thereto. Except as provided for herein, the location of the Sign(s) shall be limited to the Sign Site(s). The Easements granted herein include easements on, over, and under the Premises for: 1) encroachment of the Sign(s); 2) Utilities (including rights of access to install, maintain, and remove the Utilities); 3) ingress and egress from an accessible public roadway to the Sign Site(s) with adequate clearance and weight-bearing capacity for Grantee's vehicles that are customarily used to access the Sign(s); 4) an unobstructed line of site over the Premises to each face of the Sign(s) from the roadways to which the Sign(s) shall be oriented; and 5) light resulting from the illumination of the Sign(s).

It is further agreed:

A. The parties' obligations hereunder shall run with the land and bind and benefit the parties' successors in interest and their tenants and/or licensees, if any, and any person claiming an interest through such persons. Grantor warrants that Grantor has good title to the Premises free and clear of any mortgages that are prior in right to this Deed and that Grantee will not be disturbed in its occupancy or quiet enjoyment of the Premises, and Grantor will defend the same on behalf of Grantee against all claims and demands.

B. In the event any or all of the Sign Site(s) are to be improved by the erection thereon of a permanent building which reasonably and in good faith cannot be advantageously placed elsewhere on the Premises, Grantor may relocate the Sign Site(s) and after providing ninety (90) days written notice to Grantee of said intention to build; PROVIDED, however, that: 1) the relocation site(s) shall not diminish the value of the Easements to Grantee, 2) Grantor shall provide Grantee with an exhibit depicting the relocation site(s), for Grantee's approval, said approval not to be unreasonably withheld, 3) Grantor shall obtain the necessary approvals from all government authorities with jurisdiction over the Sign(s) at least thirty (30) days prior to said relocation, 4) Grantor shall pay the cost and expenses of relocating the Sign(s) to the relocation site(s), and 5) the Sign(s) shall be relocated only in sufficient time so as not to materially obstruct erection of the building. In the event of the relocation of any or all of the Sign Site(s), Grantor shall prepare and record an instrument with the applicable recording office amending Exhibit "B" to this Deed within thirty (30) days after said relocation. Such instrument shall specifically include by reference all other terms and conditions of this Deed, all of which shall remain unmodified and in full force and effect. The instrument shall first be approved in writing on the face of the instrument by the then-owner of the Easements. In the event of the relocation of the Sign(s) pursuant to the terms of this paragraph, but the proposed building is not erected within one (1) year after said relocation, Grantee may reinstall the Sign(s) at the prior Sign Site(s), and Grantor shall reimburse Grantee for all expenses of removal and reinstallation and Grantee may record an instrument with the applicable recording office reinstating the original Exhibit B and Grantor, or its successor, shall execute the same.

C. Neither Grantor nor its successors, tenants, or licensees shall obstruct or permit anyone else to obstruct the Sign(s) in any manner whatsoever. Grantee may trim, cut, or remove any shrubs or trees it deems expedient in order to maintain the Sign(s)' effectiveness.

D. The Sign(s) and the associated permits, and the rents, issues, and profits derived therefrom are and shall remain the property of Grantee, and Grantee may remove and reinstall the same from the Premises at any time. Grantor assigns to Grantee all zoning, permit, and display rights for the display of outdoor advertising, including all rights of relocation, upon the Premises. Seller shall refrain from taking any action or inaction that would impair Grantee's ability to obtain or maintain permits for the construction, installation, and maintenance of the Sign(s) and Utilities on the Premises. Grantor shall not lease or grant use of the Premises for third-party advertising purposes to any party except Grantee.

E. Grantee shall not be liable for ordinary wear and tear to the Premises caused by vehicles reasonably accessing the Sign(s) or the Utilities. Grantee shall obtain all licenses and permits required, and shall pay all fees caused by Grantee's use of the Premises.

F. Grantor shall execute such additional instruments as may be thus necessary or desirable to effectuate the purposes of this Deed.

G. When this agreement is fully executed, the undersigned, for the respective parties, represent and warrant that they are duly authorized to execute this agreement in either their individual or representative capacity as indicated, and that this agreement is enforceable according to its terms.

H. Time is of the essence. Waiver of any breach hereunder must be in writing, signed by the non-breaching party. If legal action is initiated by either party to enforce the provisions herein, the prevailing party shall recover its costs, including reasonable attorney's fees, from the defaulting party. Grantee may seek specific performance of this Deed without the necessity of proving either actual damages or the inadequacy of other available remedies. The parties represent that this Deed was mutually negotiated and therefore no provision herein is to be construed for or against any party because that party drafted such provision. Waiver of any one breach hereunder shall not be deemed a waiver of any other breach. Invalidity or unenforceability of one or more provisions herein shall not affect the validity or enforceability of any other provision. This Deed constitutes the entire agreement between the parties and will not be modified or amended except in writing and signed by the parties.

I. Special provisions:

IN WITNESS WHEREOF, the parties have executed this Deed, and Grantor has delivered this Deed, effective as of the date first written above.

Grantor	Grantee Representative Accepted for YESCO OUTDOOR MEDIA LLC/Grantee:
By	By
Printed Name	Printed Name
Title	Title
Telephone Number	Location Number

State of \_\_\_\_\_ )  
   §  
 County of \_\_\_\_\_ )

THE FOREGOING INSTRUMENT was executed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who personally appeared before me and, being duly sworn, signed said instrument and acknowledged that said instrument was signed with the authority, and on behalf of \_\_\_\_\_.

\_\_\_\_\_  
 Notary Public  
 My Commission expires: \_\_\_\_\_

State of \_\_\_\_\_ )  
   §  
 County of \_\_\_\_\_ )

THE FOREGOING INSTRUMENT was executed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who personally appeared before me and, being duly sworn, signed said instrument and acknowledged that said instrument was signed with the authority, and on behalf of \_\_\_\_\_.

\_\_\_\_\_  
 Notary Public  
 My Commission expires: \_\_\_\_\_

## LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number \_\_2\_\_

***THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:***

Discussion and possible action to approve/disapprove a letter of support to the Bureau of Land Management for Desert Land Entry Applications N-96929; N-96930; N-96931; N-96932 and N-96933 all in the name of 8-Mile Farms, LLC located in the Smith Creek Valley, and all other matters properly related thereto.

Public Comment:

Background: 8 Mile Farms has plans to build a farming operation in the Smith Creek Valley west of Austin. Please see attached material for further information.

Recommended Action:



Jon Shevre, Field Manager  
Mount Lewis Field Office, BLM  
50 Bastian Road  
Battle Mountain, NV 89820

RE: Desert Land Entry Applications N-96929; N-96930; N-96931; N-96932; N-96933

Field Office Manager and District Manager:

We, the Board of Lander County Commissioners, have reviewed the Desert Land Entry applications listed above. We believe that agricultural production is the best use of the applied for land at the current time. The disposal and placing into production of the applied for lands will add economic growth and tax base to our county. These applications align with the goals and purposes of our adopted land use plans.

We support these applications and ask that you place them on your list of priorities to process as quickly as possible.

Thank you,

Patsy Waits, Chairman  
Lander County Commission

Cc: Congressman Mark Amodei  
8-Mile Farms, LLC

8-Mile Farms, LLC

PO Box 716

Pioche, NV 89043

21 Feb 2019

Patsy Waits, Chairman  
Lander County Commission  
50 State Route 305  
Battle Mountain, NV 89820

Dear Chairman Waits:

We are excited to present to you our plans to build a farming operation in the Smith Creek Valley west of Austin. The families of Bevan Lister and Alan Knight have joined together to apply for five (5) Desert Land Entry parcels encompassing 1600 acres. We are alfalfa farmers – it is our goal to build a production alfalfa operation that will employ 3 or 4 families full time with some seasonal help needed.

Please see the attached maps – they will give you a sense of the layout and location. As near as we can tell, we have met all of the BLM and State requirements – we just need to make sure that we have your support.

As you are aware, applications submitted to the BLM can take a significant amount of time to process. It is our hope that we can expedite their processes to make this happen in the next 2 to 3 years. It will be very valuable to have you support this development – and ask the BLM to make it a priority. With that idea in mind, we have offered you a simple letter of support from you to the BLM. If you are of a mind to, you can sign the letter provided; or draft one of your own.

We look forward to meeting with you and presenting our plans.

Thank you for your consideration.

Sincerely,

Bevan Lister  
JoAnn Lister  
Alan Knight  
Cheris Knight  
Clay Knight

Jon Shevre, Field Manager  
Mount Lewis Field Office, BLM  
50 Bastian Road  
Battle Mountain, NV 89820

RE: Desert Land Entry Applications N-96929; N-96930; N-96931; N-96932; N-96933

Field Office Manager and District Manager:

We, the Board of Lander County Commissioners, have reviewed the Desert Land Entry applications listed above. We believe that agricultural production is the best use of the applied for land at the current time. The disposal and placing into production of the applied for lands will add economic growth and tax base to our county. These applications align with the goals and purposes of our adopted land use plans.

We support these applications and ask that you place them on your list of priorities to process as quickly as possible.

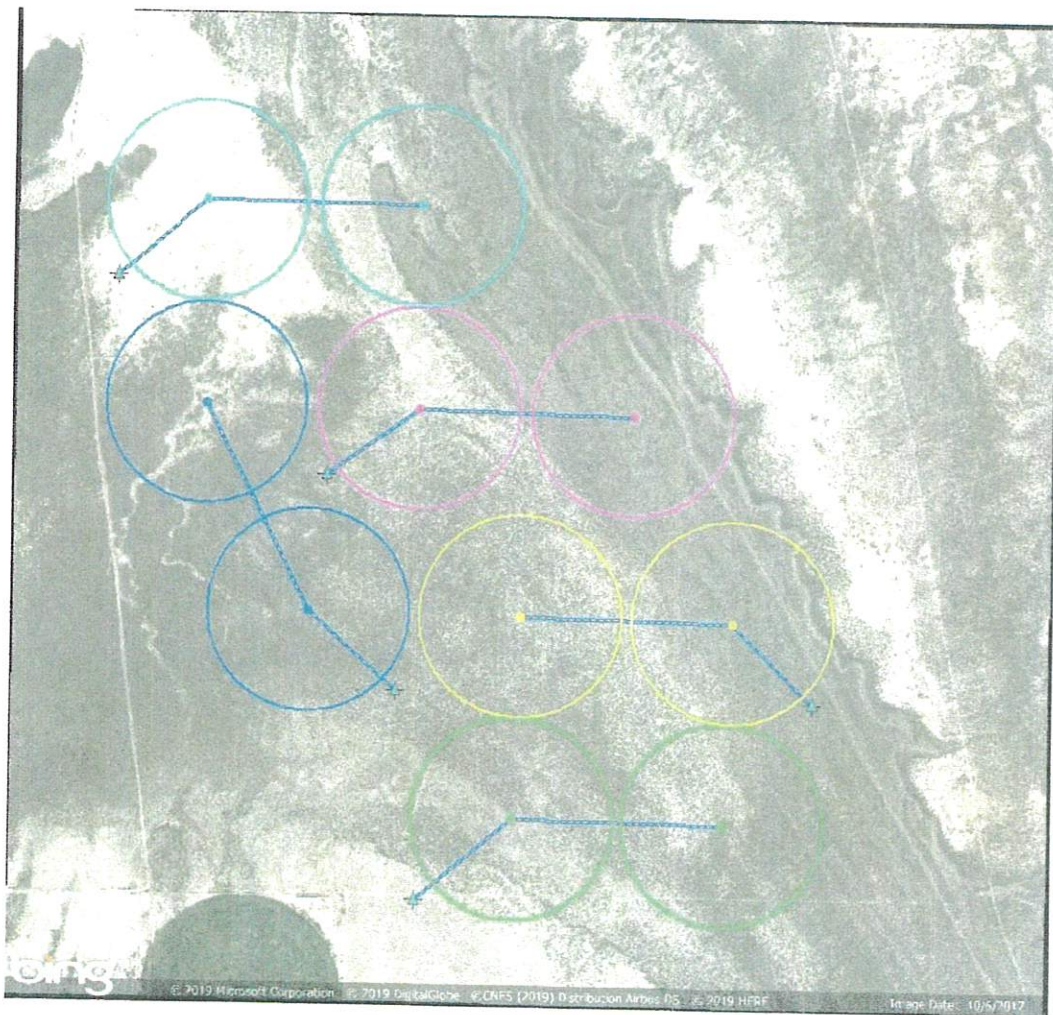
Thank you,

Patsy Waits, Chairman  
Lander County Commission

Cc: Congressman Mark Amodei  
8-Mile Farms, LLC

Bevin Lister

Austin Nevada



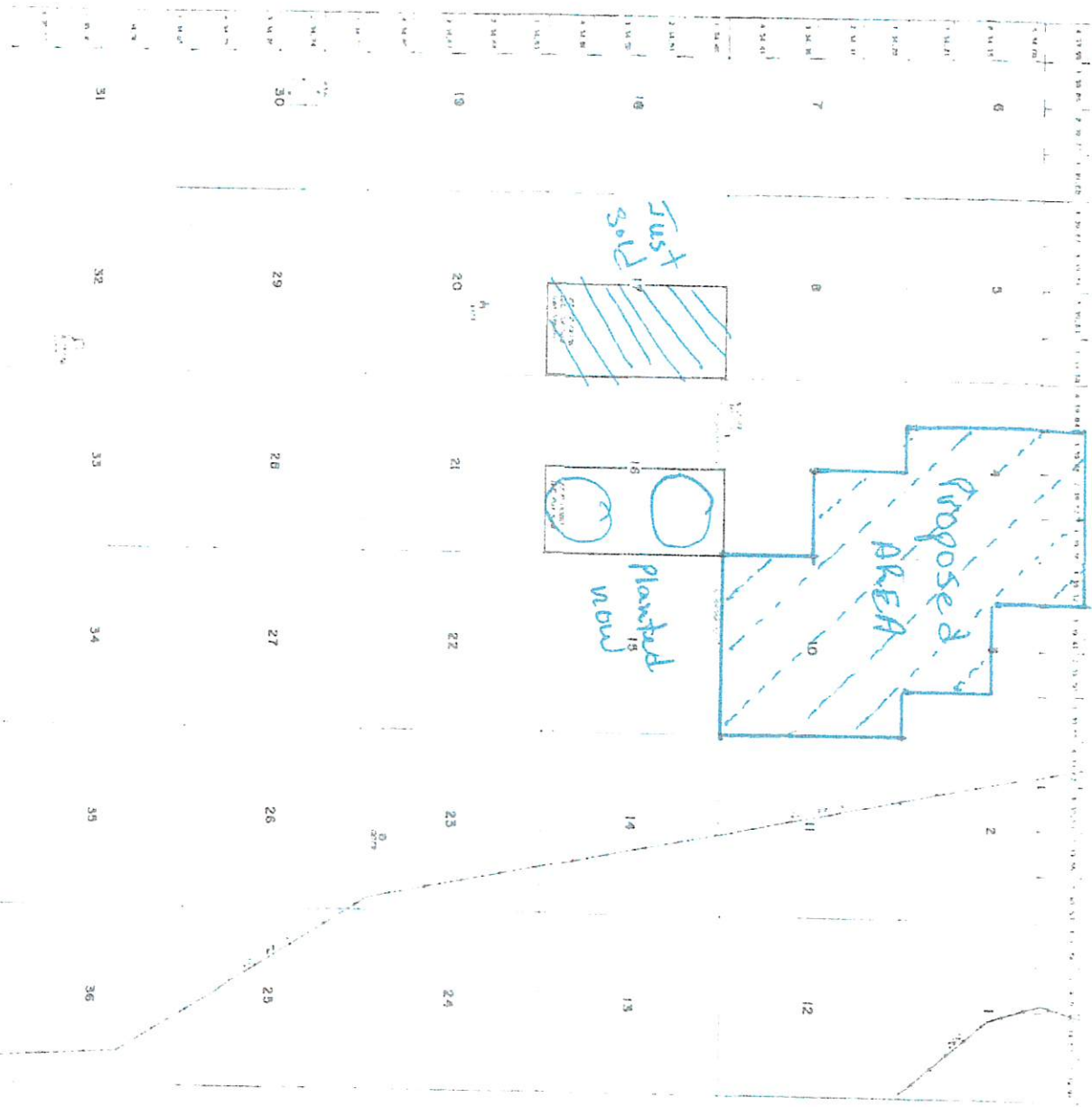
TOWNSHIP 18 NORTH RANGE 40 EAST OF THE MOUNT DIABLO MERIDIAN, NEVADA

LANDER COUNTY  
BATTLE MTN GR DRY

STATUS OF PUBLIC DOMAIN  
LAND AND MINERAL TITLES

NET PLAT

FOR DIRECTS EFFECTIVE DISPOSAL OR USE OF  
UNIMPROVED LANDS WITHIN THE CLASSIFICATION  
PARTIALS, WATER AND/OR OTHER PUBLIC PURPOSES,  
REFER TO INDEX OF MISCELLANEOUS DOCUMENTS.



## LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number \_\_3\_\_

***THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:***

Discussion and possible action to set a date for a Lander County Commission Meeting to be held in Austin, and all other matters properly related thereto.

Public Comment:

Background: **Set Date for Austin Meeting**

Recommended Action: **Set Date for Austin Meeting**

## LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number \_\_4\_\_

***THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:***

Discussion and possible action regarding Lander County's Community Health Nursing Program and whether to continue the program as a county funded program or as a State funded program, and all other matters properly related thereto.

Public Comment:

Background: **Please see back up material attached for further information.**

Recommended Action:



Pay History: [REDACTED]

Close Form | Print Screen | Help | ICM (1)

03/01/19 - Regular Payroll: 2/11/2019-2/24/2019

General | Earnings | Deductions | Taxes | Direct Deposit | TCM

Pay Code: PERS E/R MATCH      Distribution: \_\_\_\_\_

Position: Health Nurse      Account: 003-040-51020

Rate: PERS E/R MATCH      Project Account: \_\_\_\_\_

Rate Amount: 470.970720     

Units: \_\_\_\_\_      Leave: \_\_\_\_\_

Override Amount: ☐      Date: \_\_\_\_\_

Pay Amount: \$470.97      Description: \_\_\_\_\_

Limit Reached: ☐      Workers' Compensation: \_\_\_\_\_

Accrual Entry: ☐      Workers' Comp Code: Gov't Employees, Not Otherw...

     WC OT Factor Type: Straight Time

Source: Base Pay      FLSA: ☐

Sequence	Pay Code	Position	Rate	Description	Units	Amount	Leave Date
1	PERS E/R MATC	Health Nurse	PERS E/R MATC	PERS E/R MATCH		470.97	
2	SAL	Health Nurse	SALARY	BIWEEKLY WAGES	80.00	3,060.00	

Salary x 26 = 79,560.00



Pay History

Close Form | Print Screen | Help | ICM (1)

1/01/19 - Regular Payroll: 2/11/2019-2/24/2019

General Earnings Deductions Taxes Direct Deposit TCM

Deduction Code HSA BANK EMPLOYER CONTR...

Tier HSA ER

Subject To \$0.00

Type	Amount	Percent	Limit Reached	Adjustment	Skip
Employee Amount	\$0.00		<input type="checkbox"/>	\$0.00	<input type="checkbox"/>
Employer Amount	\$268.76	0.00	<input type="checkbox"/>	\$0.00	<input type="checkbox"/>

Deduction Code	Tier Name	EE Amount	EE Adjustment	Skip EE	ER Amount	ER Adjustment	Skip ER	Sub
101 HSA ER	HSA ER				268.76			
424 LIFE INS	LIFE INS	5.13			5.20			
382 HEALTH ER	HSA 4-EE+Famil				1,791.06			
383 HEALTH EE	EE Share after C	60.00						
398 DENTAL INS	Co Pd 4 EE+Fam	0.00			118.37			
131 VISION INS	Co Pd 4 EE+Fam	0.00			21.81			
050 PERS REG	Single	511.99			511.99			

$$\text{Benefits} \times 12 = 26,462.76$$

$$\text{PERS} \times 26 = 25,556.96$$

**DOC # 0287111**

07/10/2018

02:37 PM

**Official Record**

Recording requested By

LANDER COUNTY CLERK

Lander County - NV

Lesley Bunch - Recorder

Fee:

Page 1 of 5

RPTT:

Recorded By: KM

Book-

706 Page-0612



0287111

**RECORDING REQUESTED BY: LANDER COUNTY CLERK'S OFFICE**

**ADDRESS: 50 STATE ROUTE 305**

**CITY/STATE/ZIP: BATTLE MOUNTAIN, NV 89820**

**Interlocal Agreement between Lander County and Battle Mountain General Hospital for the purchase of immunizations, medication, and supplies for the Community Health Nurse.**

**June 28, 2018 Commission Meeting**

**Item #7**

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

**This cover page must be typed or printed.**



**INTERLOCAL AGREEMENT**  
**Between**  
**LANDER COUNTY**  
**And**  
**BATTLE MOUNTAIN GENERAL HOSPITAL**

**RECITALS**

WHEREAS, Lander County is a political subdivision of the State of Nevada hereinafter referred to as "County"; and

WHEREAS, Battle Mountain General Hospital, a District hospital formed and existing pursuant to the provisions of chapter 450 of the Nevada Revised Statutes (NRS), hereinafter referred to as "Hospital," pursuant to NRS Chapter 277; and

WHEREAS, County and Hospital recognize the necessity of entering into a mutually satisfactory arrangement to provide for the immunizations, medication and supplies for the Community Health Nurse (CHN);

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. Obligations of BMGH:
  - A. BMGH shall provide the immunizations, medication and supplies for the CHN.
  - B. BMGH shall provide these items at cost and bill County at the address listed below.
2. Obligations of County:
  - A. County CHN shall provide in written form all immunizations, medication and supplies necessary in the performance of her duties. All items must be signed for and picked up by the CHN only.
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. Liability and Hold Harmless: To the extent authorized by law, County agrees to indemnify and hold harmless BMGH 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 County, its officers, employees or agents. Moreover, County agrees to indemnify and hold harmless BMGH from any claim or



0287111

Book: 706  
Page: 61407/10/2018  
Page: 3 of 5

potential claim from CHN, its officers, employees, agents or guests resulting from any loss, damage, liability, cost or expense caused by any reason.

5. This Agreement constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by County and BMGH. In the event any provision shall be determined to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the other or remaining provisions.

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

- A. BMGH or County 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. BMGH and County may agree in writing to terminate this Agreement at any time.

7. 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 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:

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

BMGH:  
Battle Mountain General Hospital  
535 South Humboldt Street  
Battle Mountain, NV 89820

8. 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.

9. 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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0287111

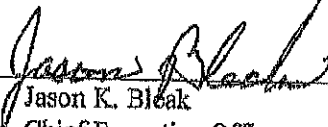
Book: 706  
Page: 615

07/10/2018  
Page: 4 of 5

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

BMGH:

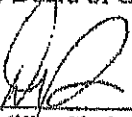
Battle Mountain General Hospital

By:   
Jason K. Bleak  
Chief Executive Officer

Date: 7-9-2018

County:

Lander County Board of Commissioners

By:   
Doug Mills, Chairperson

Date: 6-28-18



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

BMGH:  
Battle Mountain General Hospital

By: \_\_\_\_\_  
Jason K. Bleak  
Chief Executive Officer

Date: \_\_\_\_\_

County:  
Lander County Board of Commissioners

By:  \_\_\_\_\_  
Doug Mills, Chairperson

Date: 6-28-18

**Advanced Practice Registered Nurse  
And  
Lander County Community Health  
Independent Contractor Agreement**

This Agreement is made and entered into by and between Kristen Richardson, APRN (hereinafter referred to as "Independent Contractor" (IC), and Lander County Community Health, a subdivision of Lander County, (hereinafter referred to as "County"),

WHEREAS, the service to be rendered by the IC under this contract requires an active license as an Advanced Practice Registered Nurse (APRN), by the State of Nevada and is qualified to perform services required by this agreement;

WHEREAS, County desires to engage IC to perform such services as reviewing and signing policies and procedures for the family planning program;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to the following:

1. **SERVICES TO BE PERFORMED BY IC** - IC agrees to, but not limited to, the following:
  - a. IC shall be available for correspondence with the RN on duty during hours and days as agreed to in advance with the County.
  - b. IC shall provide services such as telephone consultations and telemedicine appointments when available, for family planning orders.
  - c. IC shall provide scheduled services with clients, such as on-site examinations and family planning visits.
  - d. IC shall provide scheduled services such as on-site teaching APRN and RN students in the family planning role.
  - e. IC shall provide services either on-site or at a distance for policy review and other administrative duties.
  - f. IC shall be compensated for all services mentioned detailed in the fee schedule listed in section 4.
  - g. IC shall be available to attend county meetings as requested and agreed upon in advance with the County.
  - h.
  - i. IC shall perform his/her duties under this Agreement in accordance with the rules of ethics of the nursing profession and all applicable state and federal regulations. Nursing decisions will be made in accordance with accepted nursing practice standards in the community. IC must maintain license to practice in Nevada for the term of this agreement.
2. **INSURANCE** - IC shall obtain and maintain professional liability insurance for the IC in the amount of \$1 million per occurrence, and \$1 million aggregate, IC shall provide evidence of such coverage before IC can or will perform under this agreement.

**SUPPORTING FACILITIES AND SERVICES PROVIDED BY THE COUNTY** - The County shall provide the office space, exam rooms, electronic medical records, a system for maintaining medical records, equipment to perform exams and treatment, and other reasonable means to provide care. The County shall provide facilities and equipment in accordance with State of Nevada and Federal guidelines and standards of all regulatory agencies involved. This shall not be the responsibility of the IC.

3. **COMPENSATION** - IC shall be compensated for services as follows:
- a. \$100.00/hour for scheduled on-site services
  - b. \$100.00/hour for administrative services, such as policy review, protocols, licensing, etc.
  - c. \$100/hour for correspondence with RN for clinical services, such as telephone orders, telemedicine appointments, etc.
  - d. \$50.00/hour for travel time from Reno, or other identified originating location of IC, to and from Lander County offices for on-site services
  - e. \$150.00/night for hotel accommodations/incidentals, etc.
  - f. Services may be invoiced at a minimum time frame of 30 minutes per service
  - g. Fees incurred by the Nevada State Board of Pharmacy for dispensing up to \$500.00 one time
  - h. Reimbursement for trainings and related travel, specific to this position, when agreed upon by the County and the IC
  - i. The IC shall not seek remunerations from patients or other payment sources contracted within the County for IC services performed pursuant to this agreement
  - j. Compensation for the IC shall not exceed \$50,000 per fiscal year
  - k. The IC shall submit an invoice for all services rendered and this shall be completed within 30 days of the end of the month, and shall be completed monthly
5. **INDEPENDENT CONTRACTOR STATUS AND CERTIFICATION** -IC is an independent contractor, not a County employee. IC and County agree to the following rights consistent with an independent contractor relationship:
- a. IC has the right to perform services for others during the term of this Agreement.
  - b. IC, in accordance with NRS and Nurse Practice Acts, has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
  - c. IC shall perform the services required by this Agreement and IC agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein
  - d. The County shall not require IC to devote full time to performing the services required by this Agreement.

Further, IC hereby certifies:

- f. That IC is not an employee of the County, and thereby IC waives any and all claims to benefits otherwise provided to employees of the County, including but



not limited to: medical, dental, other personal insurance; retirement benefits, unemployment benefits, and liability or worker's compensation insurance.

- g. That IC is licensed or exempted by the State or other political subdivisions to do business in accordance with applicable law.
- h. That IC understands that s/he is solely responsible, individually, for federal taxes and social security payments applicable to money received for services herein provided. IC understands that the County will file an IRS Form 1099 for all payments received.
- i. That IC agrees, as a precondition to the performance of any work under this Agreement, and as a precondition to any obligation of the County to make any payment under this Agreement to provide County with a certificate issued by an insurer or a certificate issued by the Employee's Insurance Company of Nevada (EICN) in accordance with NRS 616B.627, and with a certificate of an insurer showing coverage pursuant to NRS 617.210

9. **TERM AND TERMINATION** - This Agreement shall be in effect from July 1<sup>st</sup>, 2018, through June 30th, 2020, unless terminated sooner. The Agreement may be renewed for periods of twelve months, when agreed upon by both parties and a new agreement is signed. This Agreement may be terminated immediately by the County for material breach of any term of this Agreement. Either party may, for any reason, terminate the Agreement by giving the other party 30 day written notice.

The notice must specify a date upon which the termination will be effective, which date may not be less than thirty calendar days from the date of mailing the notice. County shall compensate only services performed up to the final date of termination and such compensation shall be pursuant to the terms of this Agreement.

10. **FUNDINGOUT CLAUSE**: The County reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. If the County does not allocate funds to continue the function performed by the Contractor obtained under this Agreement, this Agreement shall be terminated when appropriated funds expire, without penalty, charge or sanction to the County.

11. **MISCELLANEOUS**

- a. The parties agree that this Agreement is entered into in the State of Nevada and shall therefore be governed by the laws of Nevada without resort to conflict of laws principles.
- b. All notices and other communications in connection with this Agreement shall be in writing.
- c. IC shall comply with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.
- d. IC may not assign or subcontract any rights or obligations under this Agreement except as provided herein without County's prior written approval.
- e. This Agreement constitutes the entire Agreement between the parties and may only be modified by a written amendment signed by the parties hereto.

- f. Severability: If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is similar in effect to the deleted provision. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

**Independent Contractor**

NAME \_\_\_\_\_

\_\_\_\_\_ Date

County

County Manager

7-9-18  
\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date

**DOC # 0286948**

07/02/2018

11:39 AM

**Official Record**

Recording requested By

LANDER COUNTY CLERK

**Lander County - NV**

**Lesley Bunch - Recorder**

Fee:

Page 1 of 10

RPTT:

Recorded By: KM

Book-

706 Page-0393



0286948

**RECORDING REQUESTED BY: LANDER COUNTY CLERK'S OFFICE**

**ADDRESS: 50 STATE ROUTE 305**

**CITY/STATE/ZIP: BATTLE MOUNTAIN, NV 89820**

**Interlocal Agreement for Emergency Medical Services between Lander County  
and Lander County Hospital District.**

**June 14, 2018 Commislon Meeting**

**Item #12**

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

**This cover page must be typed or printed.**



## INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES

This INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES, 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 Hospital District., hereinafter referred to as ("LCHD").

### RECITALS

WHEREAS, LCHD owns and operates a medical facility known as the Battle Mountain General Hospital, hereinafter referred to as ("BMGH"), located at 535 South Humboldt Street, Battle Mountain, Nevada 89820, which provides inpatient, outpatient, long term care, and emergency services; and

WHEREAS, Lander County and LCHD propose to define an ongoing collaborative relationship to provide Emergency Medical Services, hereinafter referred to as ("EMS") in Lander County; and

WHEREAS, Nevada Revised Statutes ("NRS") 277.180 authorizes one or more governments to enter into a contractual agreement to provide governmental services;

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: Lander County and LCHD shall, subject to all terms, conditions, and limitations specified hereinafter, perform the professional services as described in Exhibit A, Scope of Work, attached.
2. Term: This Agreement shall remain in effect for a period of three (3) year, commencing on the 1st day of July, 2018 and ending on the 30th day of June, 2021. 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. Payment: Lander County shall pay LCHD a stipend in the amount of ten thousand dollars (\$10,000.00) per month, and LCHD and Lander County shall abide by the terms, conditions and limitations as set forth in this Agreement and in Exhibit A, attached.

Additionally, Lander County and LCHD agree to the to following terms:



0286948

Book: 706  
Page: 39507/02/2018  
Page: 8 of 10

- a) Any quarter LCHD breaks even, LCHD will forfeit the County Monthly Stipend.
- b) Any profit will be divided between both parties for said quarter.
- c) The Lander County Executive Director will have a larger role in EMS, working closely with the LCHD CEO.
- d) Lander County is to give EMS employees permitted use of County EMS vehicles. New policies will be established to continue EMS permitted use of vehicles.
- e) EMS to provide all psychiatric transfer:
  - 1) EMS will furnish a two (2) person crew:
    - 1.1) Attendant with a basic life support medical kit;
    - 1.2) Driver;
    - 1.3) Fuel for.
  - 2) Lander County will provide:
    - 2.1) Vehicle with a cage;
    - 2.2) Maintenance of vehicle
    - 2.3) A stipend not to exceed four hundred dollars (\$400.00) per transfer. The payment will be based on the hourly rate of pay of the attendant and driver.

5. Liability and Hold Harmless: Each party shall defend any third party claim against the other party arising from the death of or physical injury to any person or damage to the indemnified party's property to the extent proximately caused by the negligence of the indemnifying party or its agents or employees, and indemnify and hold harmless the other party and its respective officers, directors and employees from and against damages, liabilities and reasonable costs and expenses, including reasonable legal fees incurred in connection therewith.

6. 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.

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



A. Lander County or LCHD 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 or LCHD may terminate this Agreement in the event of a material breach of the terms and conditions of the Agreement. The non-breaching party shall have the right to terminate this Agreement after providing thirty (30) days written notice to the breaching party, unless such breach is cured to the satisfaction of the non-breaching party within the said thirty (30) days.

C. Lander County and LCHD may agree in writing to terminate this Agreement at any time.

D. If this Agreement is terminated by either party, equipment purchased by Lander County shall be returned to Lander County.

8. 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 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 Hospital District:

Lander County:

LCHD  
Attn: Hospital Administrator  
535 South Humboldt Street  
Battle Mountain, NV 89820

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

9. 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.

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

11. 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.

12. 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.



13. 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.
14. Governmental Immunity: Nothing contained herein waives or is intended to waive any protections that may be applicable to Lander County and/or LCHD 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 and or LCHD or such related parties that are provided by law.
15. 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.
16. Integration: This Agreement, including Exhibit A, Scope of Work, 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.



22. 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.

23. 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: [Signature]  
DOUG MILLS, Chair

Date: 6-14-18

ATTEST:

Sadie Sullivan  
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  
THEODORE C. HERRERA  
Lander County District Attorney.

LCHD  
LANDER COUNTY HOSPITAL DISTRICT  
BOARD OF TRUSTEES

By: Jason Bleak  
JASON BLEAK, BMGH CEO

Date: 6-27-2018





0285948

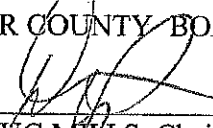
Book: 706  
Page: 39907/02/2018  
Page: 7 of 10

22. 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.

23. 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:   
DOUG MILLS, Chair


Date: 6-14-18

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.

LCHD  
LANDER COUNTY HOSPITAL DISTRICT  
BOARD OF TRUSTEES

By: \_\_\_\_\_  
JASON BLEAK, BMGH CEO

Date: \_\_\_\_\_



**EXHIBIT A**  
**SCOPE OF WORK**  
**EMERGENCY MEDICAL SERVICES**

**RESPONSIBILITIES OF LCHD AND LANDER COUNTY**

Both parties agree that the service levels for both Battle Mountain Ambulance Service and Austin Ambulance Service, as currently licensed by the State of Nevada, shall not be upgraded or reduced without the written, signed agreement of LCHD and LANDER COUNTY. The parties further acknowledge that the ownership of the vehicles and all major equipment currently used in providing EMS services within Lander County shall remain vested with LANDER COUNTY.

**RESPONSIBILITIES OF LCHD**

LCHD shall assume full responsibility for the following day-to-day operations of the Lander County Emergency Medical Services ("EMS"):

- These operations shall not influence decisions made by EMS Providers, Medical Control or the patient regarding the medical facility to which the patient shall be transported. The patient shall not, however, be transported past the nearest medical facility that can provide appropriate diagnostic and stabilization care unless on-scene EMS Personnel and Medical Control concur that said transport is in the patient's best interest.
- All regular full and part time personnel shall be employees of Battle Mountain General Hospital ("BMGH") and shall be subject to all rules, regulations and policies of BMGH. BMGH shall provide all liability insurance coverage as required by the Nevada Revised Statutes ("NRS") or other organizations that have insurance relationships with BMGH and Lander County; i.e., Liability Cooperative of Nevada and Nevada Public Agency Insurance Pool.
- All volunteers of the EMS Service shall be subject to the rules, regulations and policies approved by BMGH for the volunteer's participation on the EMS Service. BMGH shall provide all liability coverage for the EMS Service volunteers as required by the NRS or other organizations that have insurance relationships with BMGH and Lander County; i.e., Liability Cooperative of Nevada and Nevada Public Agency Insurance Pool.
- BMGH shall ensure that all licensing required for the Lander County EMS System by NRS, Nevada Administrative Code ("NAC") or the Nevada EMS Commission is current. BMGH shall assure that all necessary reports for said licensing are submitted to the appropriate parties as required.
- BMGH shall ensure that all required initial training, certification and continuing medical education courses are reasonably available to EMS personnel. BMGH shall ensure that all personnel scheduled to provide EMS Services shall meet NRS, NAC and Nevada EMS Commission training requirements.



- BMGH shall ensure that all reporting requirements for EMS Services in Lander County not already noted in this AGREEMENT are met as required. BMGH personnel shall collect and tabulate information required to fulfill said reporting requirements.
- BMGH shall ensure that all business office support required by the EMS Service is provided. This shall include, but not be limited to, charging, coding, billing and collection services.
- BMGH shall ensure that the EMS Service is incorporated into the BMGH Risk Management/Quality Assurance System (also known as an Enterprise Risk Management System) and that all required reporting requirements are met.
- General administration of the Lander County EMS Service shall be under the direction of the BMGH Chief Executive Officer.
- BMGH shall ensure that the vehicles used for EMS Services to fulfill this AGREEMENT are regularly inspected to meet licensure requirements and fitness for use as established by the Nevada State EMS Commission.
- LCHD shall make every reasonable effort to obtain grant funding for all vehicle and equipment replacement and additions
- A projected Lander County EMS Service budget for each fiscal year shall be developed, reviewed and approved in a collaborative process between LCHD and LANDER COUNTY.
- A final accounting shall be made at the end of the fiscal year and the appropriate cost reports have been settled and financial records audited. Quarterly payments, interim settlements, cost report adjustments, grant funds, designated contributions and other revenue specific to EMS shall be used to offset Lander County EMS Service expenses. If there is an operating surplus from EMS operations, the surplus shall be divided equally between the LCHD and LANDER COUNTY.
- LCHD shall report to LANDER COUNTY on a monthly basis about the operations and financial performance of Lander County EMS Services in a format to be determined by the LCHD and LANDER COUNTY.
- BMGH shall use the approved budget as an operating guide for the Lander County EMS Service. Exact expense items will be presented to LANDER COUNTY each quarter. At the end of each calendar quarter an interim cost settlement shall be made between LCHD and LANDER COUNTY. The interim cost settlement shall consider expenses, revenues and projected cost report funds. As a result of the interim cost settlement, an operating surplus shall be divided equally between the LCHD and LANDER COUNTY, minus what is to be reimbursed to LANDER COUNTY in excess of the amounts its paid monthly.

### **RESPONSIBILITIES OF LANDER COUNTY**

LANDER COUNTY shall assume full responsibility of the following:

- LANDER COUNTY shall ensure that the vehicles used for EMS Services are licensed, registered, insured, maintained and repaired.
- LANDER COUNTY shall maintain ownership of the vehicles and all major (capital) equipment used in the provision of EMS Services.



- The value of the vehicle inventory and major (capital) equipment used in Lander County EMS Services shall be carried on the books of LANDER COUNTY, subject to straight-line depreciation over the established accounting useful life of the vehicles and/or equipment.
- The value of the vehicles and major equipment currently used in providing EMS services within Lander County shall be determined by taking the AICPA established useful asset life depreciated on a straight-line basis over the period of "in-service" use of each particular asset.
- LANDER COUNTY shall remain responsible for the purchase of new vehicles, and the regular and routine maintenance of the vehicles and all major equipment currently used in providing EMS services within Lander County. There will be a cap on maintenance of \$15,000/per year. Any major repairs over \$10,000 shall be negotiated between the Lander County Board of Commissioners and the Lander County Hospital District Board of Trustees to share payment on the repairs.
- In the event of damage to or demise of LANDER COUNTY vehicles or any major equipment currently used in providing EMS services within Lander County, the LANDER COUNTY insurer will be notified and financial arrangements for the repair or replacement of the vehicle or piece of equipment will be made at the discretion of the LANDER COUNTY.

**DOC # 0286939**

06/28/2018 02:59 PM

**Official Record**

Recording requested By  
LANDER COUNTY CLERK

**Lander County - NV**

**Lesley Bunch - Recorder**

Fee: Page 1 of 4  
RPT: Recorded By: LB

Book- 706 Page- 0341



**RECORDING REQUESTED BY:**

**NAME: LANDER COUNTY CLERK'S OFFICE**

**ADDRESS: 50 STATE ROUTE 305**

**CITY/STATE/ZIP: BATTLE MOUNTAIN, NV 89820**

**INTERLOCAL AGREEMENT  
BETWEEN LANDER COUNTY AND  
LANDER COUNTY SHERIFF'S OFFICE**

**AN INTERLOCAL AGREEMENT BETWEEN LANDER COUNTY  
AND THE LANDER COUNTY SHERIFF'S OFFICE FOR  
NON-EMERGENCY MEDICAL NEEDS OF THE INMATES**

**COMMISSION MEETING OF JUNE 28, 2018**

**Item #8**

**This page added to provide information required by NRS 111.312, sections 1-2**

**This cover page must be typed or printed**



**INTERLOCAL AGREEMENT**  
**Between**  
**LANDER COUNTY**  
**And**  
**LANDER COUNTY SHERIFF'S OFFICE**

**RECITALS**

WHEREAS, LCSO operates a county jail facility in Lander County, Nevada, which houses inmates, and other persons awaiting legal proceedings;

WHEREAS, from time to time, LCSO must provide certain testing and immunizations, and follow up to certain inmates housed within its jail facility;

WHEREAS, the County and LCSO recognize the necessity of entering into a mutually satisfactory arrangement to provide for the non-emergency medical needs of the inmates;

WHEREAS, the parties desire to provide for an agreement in connection with medical services required for the non-emergency needs of the inmates during the term of the Agreement;

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. Obligations of Community Health Nurse (CHN): CHN shall provide the following to LCSO:
  - A. CHN shall provide routine lab collection's, immunizations, and various testing (i.e.: STD, TB, Pregnancy) required in the care of inmates housed at the jail facility. These services will be provided on a fair and equal basis.
  - B. CHN agrees to perform all work and functions at all times in strict accordance with ethical and professional standards of the American Medical Association, and other applicable codes
2. Obligations of LCSO: LCSO shall provide the following to CHN:
  - A. LCSO shall provide a suitable room with appropriate lighting, cleanliness standards, and equipment, including such equipment and supplies as may be necessary to prevent the spread of infectious disease of inmates housed in the facility.



0286939

Book: 706  
Page: 34306/28/2018  
Page: 3 of 4

B. LCSO shall provide appropriate protection to insure the safety of the CHN.

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. Liability and Hold Harmless: To the extent authorized by law, CHN agrees to indemnify and hold harmless LCSO 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 CHN, its officers, employees or agents. Moreover, CHN agrees to indemnify and hold harmless LCSO from any claim or potential claim from CHN, its officers, employees, agents or guests resulting from any loss, damage, liability, cost or expense caused by any reason.

5. This Agreement constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by Lander County and Lander County Sheriff's Office. In the event any provision shall be determined to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the other or remaining provisions.

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

A. LCSO or CHN 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. LCSO and CHN may agree in writing to terminate this Agreement at any time.

7. 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 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:

CHN:  
Lander County  
c/o Community Health Nurse  
50 State Route 305  
Battle Mountain, NV 89820

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

8. 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.

9. 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



0286939 Book: 706  
Page: 344

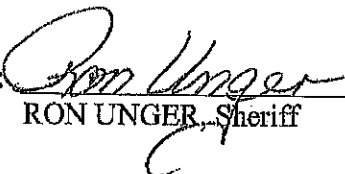
06/28/2018  
Page: 4 of 4

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:

LCSO:

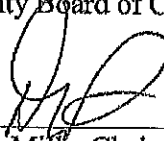
Lander County Sheriff's Office

By:   
RON UNGER, Sheriff

Date: 6-28-18

LANDER COUNTY:

Lander County Board of Commissioners

By:   
Doug Mills, Chairperson

Date: 6-28-18



## LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number \_\_5\_\_

***THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:***

Discussion and possible action to approve/disapprove a zone change application from Iturriaga Ventures, Carolyn Maestretti, Joseph Philip Ramos, Joseph Ramos Jr., Allan Brewer and Joseph, Melene, Joe & Paige Ramos changing 001-248-05, 001-248-03, 001-248-04, 001-247-04 and 098-100-34 from Austin Historical Residential (AHR) to Manufactured Housing/Residential/Commercial (MRC), all located in Austin, and all matters properly related thereto.

Public Comment:

Background: **There are a few parcels that have been removed from the change due to insufficient information, please see backup information for further explanation.**

Recommended Action:

# LANDER COUNTY PLANNING COMMISSION

February 13, 2019

## AGENDA ITEM NUMBER 3

---

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

Applicant: Jennifer D Iturriaga ETAL

Location: 220 Pony Street, 221 Pony Street, Lots 3-4 Blk 1 RA, 215 Reese Street, ~~230 Reese Street~~, 237 Elm Street, ~~Miles Survey 3715~~, Old Colony Survey 43, Spokane Survey 3715, all in Austin Nevada.

APN: 001-248-05, 001-248-03, 001-248-04, 001-244-01, ~~001-243-01~~, 001-247-04, ~~008-100-10~~, 098-100-34.

Type: To change parcels from Austin Historical Residential-Manufactured home overlay (AHR-MO) to Manufactured Housing/Residential/Commercial District (MRC)

Staff Comments:

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

The applicant stated that the reasoning behind this zone change is so that she can use her property to its full potential.

# Lander County Community Development



## ZONE CHANGE APPLICATION

### APPLICANT/OWNER INFORMATION

Applicant(s): Jennifer D Iturriaga

Address: 582 Wilson Ave.

Mailing Address: P.O. Box 576 - Battle Mtn, NV 89820

Phone Number: 775) 635-3997

Legal Owner(s) of property: See ATTACHED

E Mail - nevadagirl1973@gmail.com

### PROJECT INFORMATION

Property Location: See ATTACHED

Assessor's Parcel Number: See ATTACHED

Current Zoning: Austin Historical (AHR-MO)

Are there any deed restrictions affecting the use of the property? Ø - not to my or Kyla's knowledge.

What is the reason for the Zone Change Request? I would like to have full use of my property and maximize its full potential.

Will granting a Zone Change affect or conflict with the land use compatibility of the area? Yes or no, please explain: NO

Will granting a Zone Change affect public health, safety or general welfare? Yes or no, please explain: NO

How will the proposed Zone Change request affect adjoin property owners with regard to noise, dust, traffic? not anymore than residential traffic, noise or dust.

SIGNATURE(S)

I hereby certify that the information stated above and materials submitted along with this application form are true and correct to the best of my knowledge. It is my responsibility to inform Lander County of any changes to information represented in this submittal.

Jennifer Churruariga  
Owner's Signature

11/16/2019  
Date

**NOTE:**

**It is strongly recommended that all applicants or their representative physically attend (or be available by phone) the planning commission hearing as their application may be deferred or denied for lack of evidence.**

**REQUIRED AT TIME OF APPLICATION**

The following must accompany this application:

- A copy of the Grant Bargain and Sale Deed or Owner's Affidavit attesting to ownership.
- Site Plan – drawn to scale with existing and proposed buildings, roads, easements as appropriate to this application.
- \$300.00 application fee (non-refundable)

**REQUIRED FOR PLANNING COMMISSION AGENDA**

Application is due by Before January 23<sup>rd</sup> in order to be heard at the Feb 13<sup>th</sup> 6:00 p.m. Planning Commission meeting held in the Community Meeting Room, 50 State Route 305, Battle Mountain, NV.

# Legal Owners of Properties.

(Location, APN and Current Zoning)

Iturriaga Ventures - Jennifer Iturriaga

001-248-05

Austin Historical (AHR-MO)

Carolyn Maestretti

001-248-03

Austin Historical (AHR-MO)

Joseph Philip Ramos

001-248-04

Austin Historical (AHR-MO)

Joseph Ramos, Jr.

001-244-01

Austin Historical (AHR-MO)



Bonnie Maestretti Removed

001-243-01

Austin Historical (AHR-MO)

Alan Brewer

001-247-04

Austin Historical (AHR-MO)

Austin Resources - Robert W. Hughes Removed

098-100-14 , 098-100-25

Austin Historical (AHR-MO)

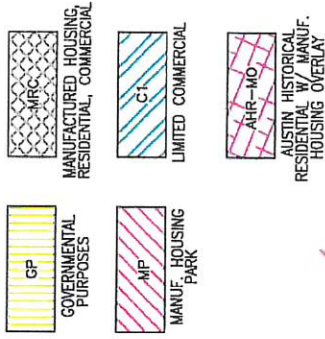
(Cont.) 3

Joseph & Melene Ramos - Joe & Paige Ramos

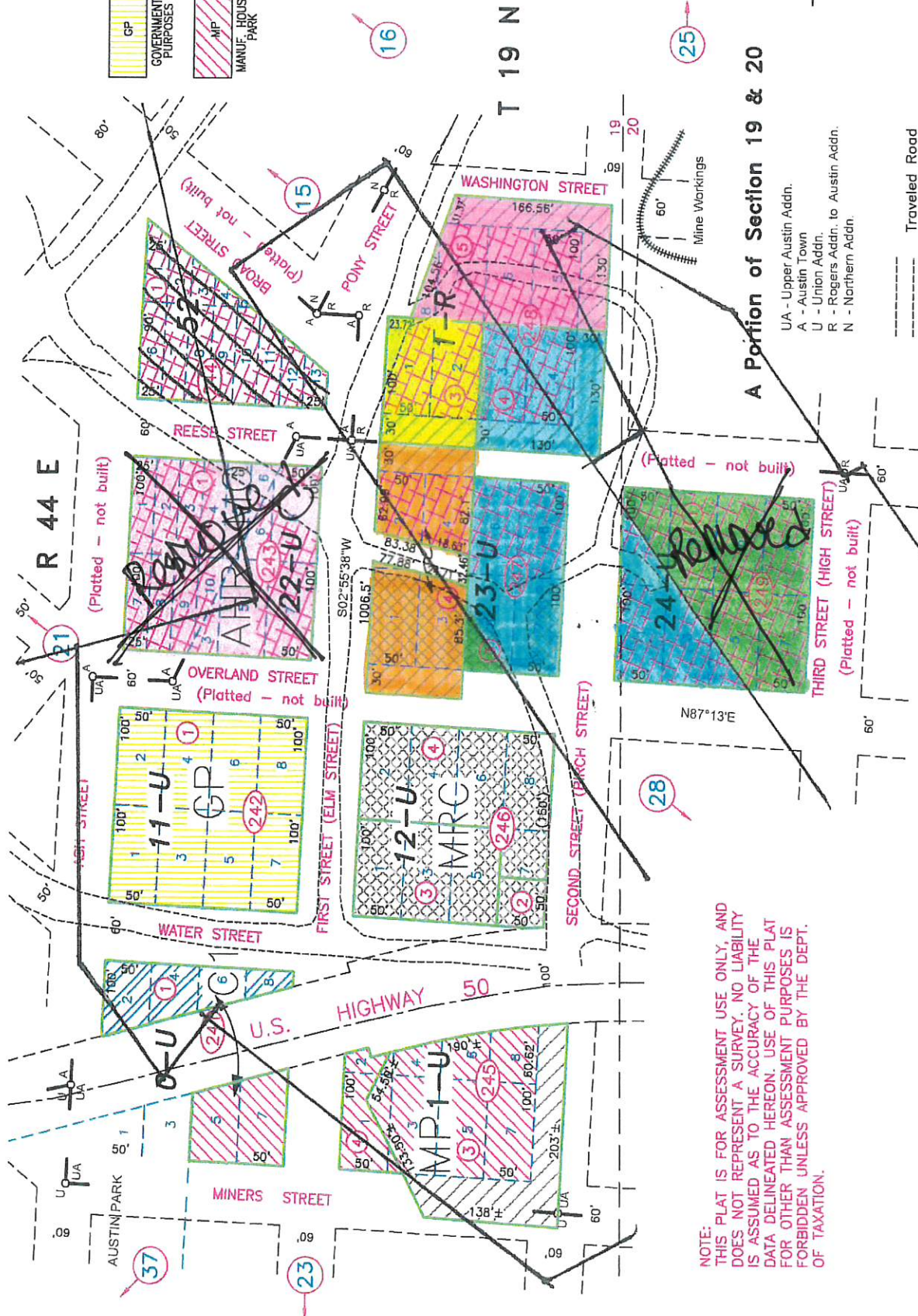
098-100-34

Austin Historical (AHR-MO)

01-24  
ZONING MAP



Austin  
LANDER COUNTY



A Portion of Section 19 & 20

UA - Upper Austin Addn.  
A - Austin Town  
U - Union Addn.  
R - Rogers Addn. to Austin Addn.  
N - Northern Addn.

Traveled Road  
or Trail

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.

PARCEL 001-246-01 SPLIT TO 01-246-03 & 04, DOC #265197 NJW 9/26/2017  
RELABEL BLOCKS, FROM DONOVAN PLAT MAP. DOC #160895








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[Secured Tax Inquiry](#)
[Recorder Website](#)

## Parcel Detail for Parcel # 001-248-05

Prior Parcel # 001-248-01

## Location

Property Location [220 PONY STREET](#)

Town

District [1.0 - Austin Town](#)Subdivision [S/R LOTS 5-8, BLK 1, RA \\*](#) Lot Block

Property Name

[Add'l Addresses](#)
[Assessor Maps](#)
[Legal Description](#)
[Ag Land](#)

## Ownership

Assessed Owner Name [ITURRIAGA VENTURES SERIES, LLC](#)Mailing Address [% JENNIFER ITURRIAGA, TRUSTEE](#)  
[582 WILSON AVENUE](#)  
[BATTLE MOUNTAIN, NV 89820-0000](#)Legal Owner Name [ITURRIAGA VENTURES SERIES, LLC](#)Vesting Doc #, Date [270270](#) [03/05/2014](#) Year / Book / Page [14 / 655 / 617](#)

Map Document #s

[Ownership History](#)  
[Document History](#)

## Description

Total Acres [.560](#) Square Feet [24,235](#)Ag Acres [.000](#) W/R Acres [.000](#)

## Improvements

Single-family Detached [0](#) Non-dwelling Units [0](#) Bedrooms / Baths [0 / 00](#)Single-family Attached [0](#) Mobile Home Hookups [1](#) Stories [1 0](#)Multiple-family Units [0](#) Wells [0](#) Garage Square Ft... [0](#)Mobile Homes [0](#) Septic Tanks [0](#) Attached / DetachedTotal Dwelling Units [0](#) Buildings Sq Ft [0](#)
[Improvement List](#) Residence Sq Ft [0](#)
[Improvement Sketches](#) Basement Sq Ft [0](#) Basement

[Improvement Photos](#) Finished Basement SF [0](#) Bedrooms / Baths [0 / 00](#)

## Appraisal Classifications

Current Land Use Code [280](#) [Code Table](#)Zoning Code(s) [AHR-MO](#)Re-appraisal Group [3](#) Re-appraisal Year [2017](#)  
Original Construction Year [2000](#) Weighted Year

## Assessed Valuation

Assessed Values	2019-20	2018-19	2017-18
Land	<a href="#">3,500</a>	<a href="#">3,500</a>	<a href="#">3,500</a>
Improvements	<a href="#">654</a>	<a href="#">632</a>	<a href="#">651</a>
Personal Property	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Ag Land	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Exemptions	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Net Assessed Value	<a href="#">4,154</a>	<a href="#">4,132</a>	<a href="#">4,151</a>

## Increased (New) Values

Land	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Improvements	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Personal Property	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>

## Taxable Valuation

Taxable Values	2019-20	2018-19	2017-18
Land	<a href="#">10,000</a>	<a href="#">10,000</a>	<a href="#">10,000</a>
Improvements	<a href="#">1,869</a>	<a href="#">1,806</a>	<a href="#">1,860</a>
Personal Property	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Ag Land	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Exemptions	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Net Taxable Value	<a href="#">11,869</a>	<a href="#">11,806</a>	<a href="#">11,860</a>

## Increased (New) Values

Land	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Improvements	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Personal Property	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>

[Back to Search List](#)



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Personal Property

Sales Data

Secured Tax Inquiry

Recorder Website

## Parcel Detail for Parcel # 001-248-03

## Location

Property Location [221 PONY STREET](#)

Town

District [10 - Austin Town](#)Subdivision [LOTS 1-2 BLK 1 RA](#) Lot Block

Property Name

Add'l Addresses

Assessor Maps

Legal Description

Ag Land

## Ownership

Assessed Owner Name [MAESTRETTI, CAROLYN](#)

Mailing Address

[P O BOX 73](#)  
[AUSTIN, NV 89310](#)

Ownership History

Document History

Legal Owner Name [MAESTRETTI, CAROLYN](#)[234366](#)Vesting Doc #, Date [10/25/2004](#) Year / Book / Page [04 / 535 / 436](#)

Map Document #s

## Description

Total Acres [230](#) Square Feet [10,000](#)Ag Acres [000](#) W/R Acres [000](#)

## Improvements

Single-family Detached [0](#) Non-dwelling Units [0](#) Bedrooms / Baths [0 / 00](#)Single-family Attached [0](#) Mobile Home Hookups [1](#) Stories [1.0](#)Multiple-family Units [0](#) Wells [0](#) Garage Square Ft... [0](#)Mobile Homes [1](#) Septic Tanks [0](#) Attached / DetachedTotal Dwelling Units [1](#) Buildings Sq Ft [0](#)Improvement List Residence Sq Ft [938](#)Improvement Sketches Basement Sq Ft [0](#) BasementImprovement Photos Finished Basement SF [0](#) Bedrooms / Baths [0 / 00](#)

## Appraisal Classifications

Current Land Use Code [236](#)

Code Table

Zoning Code(s) [AHR-MQ](#)Re-appraisal Group [3](#)Re-appraisal Year [2017](#)Original Construction Year [1985](#)

Weighted Year

## Assessed Valuation

Assessed Values	2019-20	2018-19	2017-18
Land	<a href="#">2,800</a>	<a href="#">2,800</a>	<a href="#">2,800</a>
Improvements	<a href="#">3,104</a>	<a href="#">3,001</a>	<a href="#">2,834</a>
Personal Property	<a href="#">3,280</a>	<a href="#">3,191</a>	<a href="#">3,161</a>
Ag Land	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Exemptions	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
<b>Net Assessed Value</b>	<a href="#">9,184</a>	<a href="#">8,992</a>	<a href="#">8,795</a>

## Increased (New) Values

Land	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Improvements	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Personal Property	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>

## Taxable Valuation

Taxable Values	2019-20	2018-19	2017-18
Land	<a href="#">8,000</a>	<a href="#">8,000</a>	<a href="#">8,000</a>
Improvements	<a href="#">8,869</a>	<a href="#">8,574</a>	<a href="#">8,097</a>
Personal Property	<a href="#">9,371</a>	<a href="#">9,117</a>	<a href="#">9,031</a>
Ag Land	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Exemptions	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
<b>Net Taxable Value</b>	<a href="#">26,240</a>	<a href="#">25,691</a>	<a href="#">25,129</a>

## Increased (New) Values

Land	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Improvements	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Personal Property	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>

Back to Search List



Close Window

Personal Property

Sales Data

Secured Tax Inquiry

Recorder Website

## Parcel Detail for Parcel # 001-248-04

Prior Parcel # 001-248-02

## Location

Property Location

Town

District 10 - Austin Town

Subdivision LOTS 3-4 BLK 1 RA \* Lot Block

Property Name

Add'l Addresses

Assessor Maps

Legal Description

Ag Land

## Ownership

Assessed Owner Name RAMOS, JOSEPH  
PHILIP

Mailing Address

P O BOX 2  
AUSTIN, NV 89310-0000Legal Owner Name RAMOS, JOSEPH  
PHILIPVesting Doc #, Date 216800 07/21/2000 Year / Book / Page 00 /  
479 / 439

Map Document #s

Ownership History

Document History

## Description

Total Acres 390 Square Feet 16,900

Ag Acres .000 W/R Acres .000

## Improvements

Single-family Detached 0 Non-dwelling Units 0 Bedrooms / Baths 0 / 00

Single-family Attached 0 Mobile Home Hookups 0 Stories 0

Multiple-family Units 0 Wells 0 Garage Square Ft... 0

Mobile Homes 0 Septic Tanks 0 Attached / Detached

Total Dwelling Units 0 Buildings Sq Ft 0

Improvement List Residence Sq Ft 0

Improvement Sketches Basement Sq Ft 0 Basement

Improvement Photos Finished Basement SF 0 Bedrooms / Baths 0 / 00

## Appraisal Classifications

Current Land Use Code 280

Code Table

Zoning Code(s) AHR-MO

Re-appraisal Group 3

Re-appraisal Year 2017

Original Construction Year 1960 Weighted Year

## Assessed Valuation

Assessed Values 2019-20 2018-19 2017-18

Land 3,150 3,150 3,150

Improvements 742 707 488

Personal Property 0 0 0

Ag Land 0 0 0

Exemptions 0 0 0

Net Assessed Value 3,892 3,857 3,638

## Increased (New) Values

Land 0 0 0

Improvements 0 0 0

Personal Property 0 0 0

## Taxable Valuation

Taxable Values 2019-20 2018-19 2017-18

Land 9,000 9,000 9,000

Improvements 2,120 2,020 1,394

Personal Property 0 0 0

Ag Land 0 0 0

Exemptions 0 0 0

Net Taxable Value 11,120 11,020 10,394

## Increased (New) Values

Land 0 0 0

Improvements 0 0 0

Personal Property 0 0 0

Back to Search List




[Close Window](#)
[Personal Property](#)
[Sales Data](#)
[Secured Tax Inquiry](#)
[Recorder Website](#)

### Parcel Detail for Parcel # 001-244-01

Location		Ownership																																																																																									
Property Location <b>215 REESE STREET</b> Town District <b>10 - Austin Town</b> Subdivision <b>SR LTS 6-10, FRAC 1-4, 11-13 Lot Block 52</b> Property Name		Assessed Owner Name <b>RAMOS, JOSEPH JR</b> Mailing Address <b>PO BOX 1207</b> <b>ARVADA, CO 80001</b> Legal Owner Name <b>RAMOS, JOSEPH JR</b> Vesting Doc #, Date <b>275452</b> <b>03/21/2016</b> Year / Book / Page <b>16 / 677 / 317</b> Map Document #s																																																																																									
<b>Description</b> Total Acres <b>410</b> Square Feet <b>18,000</b> Ag Acres <b>000</b> W/R Acres <b>000</b> <b>Improvements</b> Single-family Detached <b>0</b> Non-dwelling Units <b>0</b> Bedrooms / Baths <b>3 / 2 00</b> Single-family Attached <b>0</b> Mobile Home Hookups <b>1</b> Stories <b>1 0</b> Multiple-family Units <b>0</b> Wells <b>0</b> Garage Square Ft... <b>824</b> Mobile Homes <b>1</b> Septic Tanks <b>0</b> Attached / Detached <b>D</b> Total Dwelling Units <b>1</b> Buildings Sq Ft <b>0</b> Improvement List Improvement Sketches Improvement Photos Residence Sq Ft <b>1,782</b> Basement Sq Ft <b>0</b> Basement Finished Basement SF <b>0</b> Bedrooms / Baths <b>0 / 00</b>		<b>Appraisal Classifications</b> Current Land Use Code <b>236</b> <a href="#">Code Table</a> Zoning Code(s) <b>AHR-MO</b> Re-appraisal Group <b>3</b> Re-appraisal Year <b>2017</b> Original Construction Year <b>1985</b> Weighted Year																																																																																									
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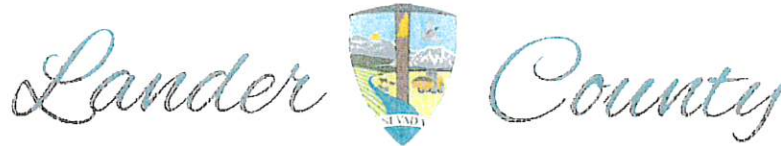
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## Parcel Detail for Parcel # 001-243-01

Location		Ownership																																																																																									
Property Location <b>230 REESE STREET</b> Town District <b>1 0 - Austin Town</b> Subdivision <b>S/R BLK 51 AN &amp; BLK 22 UA</b> Lot Block Property Name		Assessed Owner Name <b>MAESTRETTI, BONNIE</b> Mailing Address <b>P O BOX 45</b> <b>AUSTIN, NV 89310-0000</b> Legal Owner Name <b>MAESTRETTI, BONNIE</b> <b>254136</b> Vesting Doc #, Date <b>05/15/2009</b> Year / Book / Page <b>09 / 597 / 274</b> Map Document #s																																																																																									
Add'l Addresses Assessor Maps Legal Description Ag Land		Ownership History Document History																																																																																									
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Total Acres <b>.920</b> Square Feet <b>40,000</b> Ag Acres <b>.000</b> W/R Acres <b>.000</b> <b>Improvements</b> Single-family Detached <b>0</b> Non-dwelling Units <b>0</b> Bedrooms / Baths <b>0 / 00</b> Single-family Attached <b>0</b> Mobile Home Hookups <b>0</b> Stories <b>0</b> Multiple-family Units <b>0</b> Wells <b>0</b> Garage Square Ft... <b>0</b> Mobile Homes <b>0</b> Septic Tanks <b>0</b> Attached / Detached Total Dwelling Units <b>0</b> Buildings Sq Ft <b>0</b> Improvement List Improvement Sketches Improvement Photos Residence Sq Ft <b>0</b> Basement Sq Ft <b>0</b> Basement Finished Basement SF <b>0</b> Bedrooms / Baths <b>0 / 00</b>		Current Land Use Code <b>100</b> Code Table Zoning Code(s) <b>AHR-MQ</b> Re-appraisal Group <b>3</b> Re-appraisal Year <b>2017</b> Original Construction Year Weighted Year																																																																																									
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## Parcel Detail for Parcel # 001-247-04

Prior Parcel # 001-247-02

## Location

Property Location 237 ELM STREET

Town

District 1 0 - Austin Town

Subdivision S/R LOTS 1-4 BLK 23 UA \* Lot Block

Property Name

Add'l Addresses

Assessor Maps

Legal Description

Ag Land

## Ownership

Assessed Owner Name BREWER, ALAN

Mailing Address

998 GOLD CREEK AVE  
BATTLE MOUNTAIN, NV 89820

Ownership History

Document History

Legal Owner Name BREWER, ALAN

Vesting Doc #, Date 288577 11/01/2018 Year / Book / Page 18 / 0 / 0

Map Document #s

## Description

Total Acres .640 Square Feet 28,000

Ag Acres .000 W/R Acres .000

## Improvements

Single-family Detached 1 Non-dwelling Units 0 Bedrooms / Baths 0 / .00

Single-family Attached 0 Mobile Home Hookups 0 Stories 0

Multiple-family Units 0 Wells 0 Garage Square Ft... 524

Mobile Homes 0 Septic Tanks 0 Attached / Detached A

Total Dwelling Units 1 Buildings Sq Ft 0

Improvement List Residence Sq Ft 2,335

Improvement Sketches Basement Sq Ft 0 Basement

Improvement Photos Finished Basement SF 0 Bedrooms / Baths 0 / .00

## Appraisal Classifications

Current Land Use Code 200 Code Table

Zoning Code(s) AHR-MO MRC

Re-appraisal Group 3 Re-appraisal Year 2017  
Original Construction Year 1940 Weighted Year

## Assessed Valuation

Assessed Values	2019-20	2018-19	2017-18
Land	3,500	3,500	3,500
Improvements	31,308	29,817	33,179
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
<b>Net Assessed Value</b>	<b>34,808</b>	<b>33,317</b>	<b>36,679</b>

## Increased (New) Values

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

## Taxable Valuation

Taxable Values	2019-20	2018-19	2017-18
Land	10,000	10,000	10,000
Improvements	89,451	85,191	94,797
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
<b>Net Taxable Value</b>	<b>99,451</b>	<b>95,191</b>	<b>104,797</b>

## Increased (New) Values

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

Back to Search List





Close Window

Personal Property

Sales Data

Secured Tax Inquiry

Recorder Website

## Parcel Detail for Parcel # 098-100-16

## Location

Property Location [MILES, SURVEY 3715](#)

Town

District [10 - Austin Town](#)Subdivision [19,20,29,30,31/19/44](#) Lot BlockProperty Name [RR/ SMOKEY VALLEY MINING DIST](#)

Add'l Addresses

Assessor Maps

Legal Description

Ag Land

## Ownership

Assessed Owner Name [AUSTIN RESOURCES, INC](#)Mailing Address [ROBERT W. HUGHES](#)[438 EAST 200 SOUTH](#)[SALT LAKE CITY, UT 84111](#)Legal Owner Name [AUSTIN RESOURCES, INC](#)Vesting Doc #, Date [192028 01/06/1995](#) Year / Book / Page [95 /](#)[414 / 121](#)

Map Document #s

Ownership History

Document History

## Description

Total Acres [000](#)Square Feet [0](#)Ag Acres [000](#)W/R Acres [.000](#)

## Improvements

Single-family Detached [0](#)Non-dwelling Units [0](#)Bedrooms / Baths [0 / 00](#)Single-family Attached [0](#)Mobile Home Hookups [0](#)Stories [0](#)Multiple-family Units [0](#)Wells [0](#)Garage Square Ft... [0](#)Mobile Homes [0](#)Septic Tanks [0](#)

Attached / Detached

Total Dwelling Units [0](#)Buildings Sq Ft [0](#)Residence Sq Ft [0](#)

Improvement List

Improvement Sketches

Improvement Photos

Basement Sq Ft [0](#)

Basement

Finished Basement SF [0](#)Bedrooms / Baths [0 / 00](#)

## Appraisal Classifications

Current Land Use Code [800](#)

Code Table

Zoning Code(s)

Re-appraisal Group [3](#)Re-appraisal Year [2017](#)

Original Construction Year

Weighted Year

## Assessed Valuation

Assessed Values [2019-20](#) [2018-19](#) [2017-18](#)Land [1,350](#) [1,350](#) [1,350](#)Improvements [0](#) [0](#) [0](#)Personal Property [0](#) [0](#) [0](#)Ag Land [0](#) [0](#) [0](#)Exemptions [0](#) [0](#) [0](#)Net Assessed Value [1,350](#) [1,350](#) [1,350](#)

Increased (New) Values

Land [0](#) [0](#) [0](#)Improvements [0](#) [0](#) [0](#)Personal Property [0](#) [0](#) [0](#)

## Taxable Valuation

Taxable Values [2019-20](#) [2018-19](#) [2017-18](#)Land [3,857](#) [3,857](#) [3,857](#)Improvements [0](#) [0](#) [0](#)Personal Property [0](#) [0](#) [0](#)Ag Land [0](#) [0](#) [0](#)Exemptions [0](#) [0](#) [0](#)Net Taxable Value [3,857](#) [3,857](#) [3,857](#)

Increased (New) Values

Land [0](#) [0](#) [0](#)Improvements [0](#) [0](#) [0](#)Personal Property [0](#) [0](#) [0](#)

Back to Search List



Close Window

Personal Property

Sales Data

Secured Tax Inquiry

Recorder Website

## Parcel Detail for Parcel # 098-100-34

## Location

Property Location **OLD COLONY, SURVEY 43**

Town

District **1.0 - Austin Town**Subdivision **2/19/44** Lot BlockProperty Name **RR/ SMOKEY VALLEY MINING DIST**

Add'l Addresses

Assessor Maps

Legal Description

Ag Land

## Ownership

Assessed Owner Name **RAMOS, JOSEPH & MELENE**Mailing Address **% RAMOS, JOE & PAIGE**Add'l Owners **P O BOX 1207****ARVADA, CO 80001**Legal Owner Name **RAMOS, JOSEPH & MELENE**Vesting Doc #, Date **05/23/1986** Year / Book / Page **86 / 266 / 423**

Map Document #s

Ownership History

Document History

## Description

Total Acres **.000**Square Feet **0**Ag Acres **.000**W/R Acres **.000**

## Improvements

Single-family Detached **0**Non-dwelling Units **0**Bedrooms / Baths **0 / 00**Single-family Attached **0**Mobile Home Hookups **0**Stories **0**Multiple-family Units **0**Wells **0**Garage Square Ft... **0**Mobile Homes **0**Septic Tanks **0**

Attached / Detached

Total Dwelling Units **0**Buildings Sq Ft **0**

Improvement List

Residence Sq Ft **0**

Improvement Sketches

Basement Sq Ft **0**

Basement

Improvement Photos

Finished Basement SF **0**Bedrooms / Baths **0 / 00**

## Appraisal Classifications

Current Land Use Code **800**

Code Table

Zoning Code(s)

Re-appraisal Group **3**Re-appraisal Year **2017**

Original Construction Year

Weighted Year

## Assessed Valuation

Assessed Values **2019-20 2018-19 2017-18**Land **1,350 1,350 1,350**Improvements **0 0 0**Personal Property **0 0 0**Ag Land **0 0 0**Exemptions **0 0 0**Net Assessed Value **1,350 1,350 1,350**

Increased (New) Values

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

## Taxable Valuation

Taxable Values **2019-20 2018-19 2017-18**Land **3,857 3,857 3,857**Improvements **0 0 0**Personal Property **0 0 0**Ag Land **0 0 0**Exemptions **0 0 0**Net Taxable Value **3,857 3,857 3,857**

Increased (New) Values

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

Back to Search List




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[Secured Tax Inquiry](#)
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### Parcel Detail for Parcel # 098-100-25

Location		Ownership	
Property Location <b>SPOKANE, SURVEY 3715</b>	<a href="#">Add'l Addresses</a> <a href="#">Assessor Maps</a> <a href="#">Legal Description</a> <a href="#">Ag Land</a>	Assessed Owner Name <b>AUSTIN RESOURCES, INC</b>	<a href="#">Ownership History</a> <a href="#">Document History</a>
Town		Mailing Address <b>ROBERT W HUGHES</b>	
District <b>1 0 - Austin Town</b>		<b>438 EAST 200 SOUTH</b>	
Subdivision <b>19,20,29,30,31/19/44</b> Lot Block		<b>SALT LAKE CITY, UT 84111</b>	
Property Name <b>RR/ SMOKEY VALLEY MINING DIST</b>		Legal Owner Name <b>AUSTIN RESOURCES, INC</b>	
		Vesting Doc #, Date <b>192028 01/06/1995</b> Year / Book / Page <b>95 / 414 / 121</b>	
		Map Document #s	
Description		Appraisal Classifications	
Total Acres <b>0.00</b>	Square Feet <b>0</b>	Current Land Use Code <b>800</b>	<a href="#">Code Table</a>
Ag Acres <b>0.00</b>	W/R Acres <b>0.00</b>	Zoning Code(s)	
<b>Improvements</b> Single-family Detached <b>0</b> Non-dwelling Units <b>0</b> Bedrooms / Baths <b>0 / 0.00</b> Single-family Attached <b>0</b> Mobile Home Hookups <b>0</b> Stories <b>0</b> Multiple-family Units <b>0</b> Wells <b>0</b> Garage Square Ft... <b>0</b> Mobile Homes <b>0</b> Septic Tanks <b>0</b> Attached / Detached Total Dwelling Units <b>0</b> Buildings Sq Ft <b>0</b> Improvement List Improvement Sketches Improvement Photos Residence Sq Ft <b>0</b> Basement Finished Basement SF <b>0</b> Bedrooms / Baths <b>0 / 0.00</b>		Re-appraisal Group <b>3</b> Re-appraisal Year <b>2017</b>	
		Original Construction Year	Weighted Year
Assessed Valuation		Taxable Valuation	
Assessed Values	2019-20 2018-19 2017-18	Taxable Values	2019-20 2018-19 2017-18
Land	1,350 1,350 1,350	Land	3,857 3,857 3,857
Improvements	0 0 0	Improvements	0 0 0
Personal Property	0 0 0	Personal Property	0 0 0
Ag Land	0 0 0	Ag Land	0 0 0
Exemptions	0 0 0	Exemptions	0 0 0
<b>Net Assessed Value</b>	<b>1,350 1,350 1,350</b>	<b>Net Taxable Value</b>	<b>3,857 3,857 3,857</b>
Increased (New) Values		Increased (New) Values	
Land	0 0 0	Land	0 0 0
Improvements	0 0 0	Improvements	0 0 0
Personal Property	0 0 0	Personal Property	0 0 0

[Back to Search List](#)

# LANDER COUNTY

## COMMUNITY DEVELOPMENT DEPARTMENT



January 31, 2019

Dear Property Owner,

Lander County Code requires that property owners within a certain distance be notified when there is an application to change the zoning of a property. If you have comments regarding this proposed zoning change, please contact the Lander County Planning Coordinator prior to the hearing date or attend the Public Hearing to state your concerns. Respectfully,

Kyla Bright  
Planning Coordinator

**NOTICE IS HEREBY GIVEN** that a Public Hearing will be conducted by the Lander County Planning Commission on February 13, 2019 at 6:00 p.m. in the Community Meeting Room of the Lander County Courthouse and Administration Building regarding the following proposed zoning changes:

**The following addresses would change from Austin Historical Residential (AHR) to Manufactured/Residential/Commercial (MRC):**

220 Pony Street	221 Pony Street	Lots 3-4 Block RA	215 Reese Street
230 Reese Street	237 Elm Street	Miles Survey 3715	
Old Colony Survey 43		Spokane Survey 3715	

Copy of notice letter

Owner

WOOLLEY, ROBERT S & SUSAN  
BREWER, ALAN  
DORY, KELLY A  
RPM HOLDINGS, LP  
MILLS, GERALDINE  
KNUDTSEN TRUST, W & K  
PATTISON, MICHAEL J  
JENKINS, JOHN, ALAN L & CLINTON  
ITURRIAGA VENTURES SERIES, LLC  
CHAMBERLAIN FAMILY TRUST, ALAN  
RAMOS, JOSEPH PHILIP  
RAMOS, JOSEPH  
MOCK, JERRY R  
LANDER COUNTY  
BREWER, ALAN  
BEHIMER, CORRIE L  
MORAN, MATTHEW P  
RPM HOLDINGS, LP  
MCCLLOUD, MARY  
MILLS, GERALDINE  
WILLIAMS, SUSAN M  
MAESTRETTI, CAROLYN  
CHAMBERLAIN FAMILY TRUST, ALAN  
ROTH TRUST, DAVID & CONNIE  
RAMOS, JOSEPH JR  
ROTH TRUST, DAVID & CONNIE  
MAESTRETTI, BONNIE

Mailing Address

P O BOX 134 AUSTIN, NV 89310  
998 GOLD CREEK AVE BATTLE MOUNTAIN, NV 89820  
P O BOX 135 AUSTIN, NV 89310  
5783 PRESTON AVE LIVERMORE, CA 94551  
6917 LUCILLE AVENUE BAKERSFIELD, CA 93308 0000  
HC 65 BOX 400 AUSTIN, NV 89310  
P O BOX 44 AUSTIN, NV 89310  
4910 73RD STREET SACRAMENTO, CA 95820  
582 WILSON AVENUE BATTLE MOUNTAIN, NV 89820-0000  
948 TEMPLE VIEW DRIVE LAS VEGAS, NV 89110  
P O BOX 2 AUSTIN, NV 89310-0000  
P O BOX 2 AUSTIN, NV 89310  
3605 SAGEBRUSH ROAD WINNEMUCCA, NV 89445  
50 STATE ROUTE 305 BATTLE MOUNTAIN, NV 89820  
998 GOLD CREEK AVE BATTLE MOUNTAIN, NV 89820  
PO BOX 35 AUSTIN, NV 89310  
PO BOX 33 AUSTIN, NV 89310  
5783 PRESTON AVE LIVERMORE, CA 94551  
BOX 181 SCHURZ, NV 89427-0000  
6917 LUCILLE AVENUE BAKERSFIELD, CA 93308 0000  
BOX 41 AUSTIN, NV 89310-0000  
P O BOX 73 AUSTIN, NV 89310  
948 TEMPLE VIEW DRIVE LAS VEGAS, NV 89110  
2650 STEWART AVENUE MINDEN, NV 89423  
PO BOX 1207 ARVADA, CO 80001  
2650 STEWART AVENUE MINDEN, NV 89423  
P O BOX 45 AUSTIN, NV 89310-0000

Copy of Notice letter Addresses  
Sent to.



**Chapter 17.56 - AUSTIN HISTORIC RESIDENTIAL DISTRICT—AHR****Sections:****17.56.010 - Purpose.**

This district accommodates the special needs of property owners in the older portions of the disincorporated town of Austin where land has been divided into parcels which do not readily conform to the residential building lot minimums of the R-1 residential district. The AHR district is intended to accommodate a manufactured housing overlay (MO), recognizing that much of the existing residential housing in the district consists of manufactured housing and/or older units known as mobile homes.

(Ord. 94-4 § 12.05.11 (part), 1994)

**17.56.020 - Permitted uses.**

Uses permitted in the AHR district on a lot or parcel with the required area and required width:

- A. Detached single-family dwellings, including manufactured housing;
- B. Parks, recreational areas, churches, public uses, utility serving centers, child care facilities other than home occupation child care facilities, public and religious schools, (but not including hospitals), provided all such facilities are set back at least fifteen feet from all property lines and subject to the issuance of a special use permit;
- C. Home occupations subject to issuance of a home occupation special use permit.

(Ord. 94-4 § 12.05.11 (part), 1994)

**17.56.030 - Area and width requirements.**

The required area and width for the AHR district as follows: five thousand square feet minimum area, fifty feet minimum width. All corner building lots shall have a minimum width of sixty feet and a minimum area of six thousand square feet. There may be one or more single-family dwellings on a building lot having an area in excess of ten thousand square feet, provided there is not less than five thousand square feet for each unit and that such structures are no less than ten feet apart.

(Ord. 94-4 § 12.05.11 (part), 1994)

**17.56.040 - Setback requirements.**

Setback regulations for the AHR district are as follows:

- A. Front. Structures shall be located no less than fifteen feet from the front property line.

**Chapter 17.70 - MANUFACTURED HOUSING, RESIDENTIAL, COMMERCIAL DISTRICT—MRC****Sections:****17.70.010 - Purpose.**

The intent of this district is to provide a land use district wherein existing mixed land uses may be accommodated without subjecting some of the properties within the district to the status of nonconforming use. This land use district is intended to serve as an interim zoning subject to rezoning to other land uses when the direction of ultimate development of an MRC district becomes apparent.

(Ord. 94-4 § 12.05.18 (part), 1994)

**17.70.020 - Permitted uses.**

Uses permitted in the MRC district are as follows:

- A. All uses permitted in residential land use districts with manufactured housing overlay, manufactured housing parks and commercial zones.

(Ord. 12.05.18 (part), 1994)

**17.70.030 - Uses permitted by special (conditional) use permit.**

Uses permitted by special (conditional) use permit in the MRC district are as follows:

- A. All uses permitted by special (conditional) use permit in land use districts with trailer overlay, manufactured housing parks and commercial zones.

(Ord. 94-4 § 12.05.18 (part), 1994)

**17.70.040 - Initial boundaries of MRC land use district.**

The initial boundaries of the MRC land use district shall include those lands shown as MRC on the zoning map most recently adopted and recorded by Lander County prior to the adoption of the ordinance codified in this title and that certain block within the unincorporated town of Battle Mountain bounded by the rights-of-way of North First, Willow, North Second and Tule Street.

(Ord. 94-4 § 12.05.18 (part), 1994)

**17.70.050 - Setback requirements.**

Setback regulations for manufactured housing or residential use are as follows:





## LAND USE DESIGNATIONS

Currently there are more than 340 parcels in Austin including patented mining claims. There are numerous title discrepancies due to inconsistencies between existing development and the original town plat. Parcels in town are typically small ranging from less than 2,000 square feet to some that are larger than one acre.

Sizable land holdings are available in the lower valley west of Austin. There are 200 acres of lands available including 80 acres owned by the County in the Midas Canyon Road area. Lander County also owns another 100 acres in that area and includes the Roping Arena. There are large tracts of federally-administered lands in excess of 20,000 acres administered by the BLM that are available for disposal in the Reese River Valley.

It is recognized that, at this time, most of this land is only suitable for ranching, agriculture and energy development. However, future expansion of community services should occur west of town towards the airport and capitalize on the potential disposal of these lands. The lands surrounding the airport have high potential for industrial and service-oriented commercial development. Approximately 2,000 acres are available around the airport.

- **The intent of the Land Use Plan is to allow flexibility for land owners and the community while protecting and promoting what makes Austin a special place.**

### **RESIDENTIAL (R):**

The Residential (R) land use designation is for residential uses including mobile home parks in both the developed community and surrounding lands in Reese River Valley identified for community expansion. The intent of the Residential land use designation is to allow the property owner flexibility in developing their property and maintain existing uses on the site. Use may include a broad range of non-residential business-oriented uses that are complementary to the character of Austin. The Residential area west of town and north of US 50 may develop sooner than south of US 50 due to planned infrastructure in that area. It is recognized that some areas may benefit from the allowance of recreational vehicles parked on a lot as the primary use.





## COMMERCIAL (C):

**Land for a variety of commercial uses including: retail sales, professional office space, movie theaters, etc.**

Future commercial uses should be encouraged along US 50, in and around the existing population centers they serve. Tourist and traveler related commercial services should be also be encouraged. Some commercial uses may be appropriate in Reese River Valley as the town expands to that identified growth area. Commercial uses in the outlying areas should provide for the daily needs of local residents and the travelling public.

## HISTORIC COMMERCIAL (HC):

**Specific uses in the downtown historic core as well as appropriate new uses that compliment the character of downtown.**

Austin residents have identified the need to protect the historical character of downtown. New development and additions to existing uses should be carefully scrutinized to ensure their compatibility with Historic Austin. This category, as all others in the Plan, is intended as a guideline with property owners encouraged to participate, but not required.



## LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number \_\_6\_\_

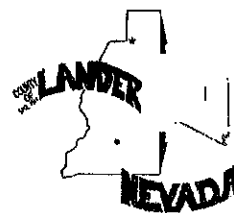
***THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:***

Discussion and possible action to approve/disapprove a liquor license to Don Kip and Deann Helming for Silver Enterprises DBA: Silver State Bar & Grill located at 73 Main Street in Austin Nevada, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:



AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: 03/14/2019

NAME: Ron Unger REPRESENTING: Lander County Sheriff's Office

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

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

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

WHO WILL BE ATTENDING THE MEETING: Sheriff Ron Unger or Undersheriff Robert Quick

JOB TITLE:

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:  
Liquor License for Silver State Bar & Grill

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:

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

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

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

FOR REVIEW BY:

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

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

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

Signature Field

*R. Bernawider*

DATE: 02/22/2019

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

# Lander County Sheriff's Office

## Liquor / Gaming License Application

THIS LICENSE IS NOT TRANSFERABLE

PLEASE PRINT OR TYPE

Date of Application: 2-22-13

Name: Helming Don Kip Social Security #: 530 94 1689  
Last First Middle  
 Nickname/Maiden/Other: Kip Height: 6' Weight: 150  
 Street Address: 609 union st Austin TX 78730 Hair: Bl Eyes: Blue  
Number & Street City State Zip  
 Mailing Address: Po Box 62 Austin TX 78730 Gender: M Race: Wh  
Street/RFD/Box City State Zip  
 Home Telephone #: 775-964-2364 Date of Birth: 10/08/1962  
 Operator License/ID Card #: 0402001128 State: TX Place of Birth: Battle Mtn TX  
 Marks/Scars/Tattoos: None

List All Places of Employment (Last three (3) years)

NAME	LOCATION	POSITION	FROM-TO	REASON FOR LEAVING	
Lander Count	Rd Bridge	Dustin	Mech 3	27 yrs	Retired
OR-mat Technologies	Austin	Mech-Tech	Feb-2002 to current		

### ADDITIONAL EMPLOYMENT HISTORY - USE ADDITIONAL SHEETS

Have you ever been arrested? NO

List all arrests. For the purpose of this application, arrests and convictions must be included.

DATE	CHARGE	ARRESTING AGENCY	CITY / STATE	DISPOSITION

### ADDITIONAL HISTORY - USE ADDITIONAL SHEETS

Are you a United State Citizen? ☒ Yes ☐ No If no, What Country are you a citizen of?  

Alien Registration#  

Passport #:  

Name of Business: Silver Enterprises DBA Silver State bar & Grill  
 Street Address: 71-473 Main St Austin TX 78730  
Number & Street City State Zip  
 Mailing Address: Po Box 113 Austin TX 78730  
Number & Street City State Zip  
 EIN: 88-0497468 Nevada Re-Sale Certificate #: 1000458754-001

List names & Addresses of persons holding interest in this business.

NAME	ADDRESS	TYPE OF INTEREST
Don Kip Helming	Po Box 62 Austin TX	owners

NAME Deann Helming ADDRESS Po Box 60 Austin NV 89310 TYPE OF INTEREST owner

ADDITION- USE ADDITIONAL SHEETS

Has applicant EVER been denied a license in Lander County? No  
 Has ANY person named in this application been convicted of a Felony Crime involving Moral Turpitude? No  
 If YES, Explain: \_\_\_\_\_

Notice: If the applicant is a Corporation, on an attached document, please provide information for all Corporate Officers, directors, Stockholders, Managerial Employees, and any other persons having interest in the business to be licensed.

☐ YES I a foreign Corporation, is the Corporation authorized by the Nevada Secretary of State to conduct business in the State of Nevada?  
☐ NO

TYPE OF LICENSE:

☐ Gaming  
☐ Check if Renewal  
☐ Slot Machines  
 How Many?  
☐ "21" Tables  
 How Many?

☒ Liquor  
☐ Check if Renewal  
☐ Temporary (Non-Profit) Date(s): \_\_\_\_\_  
☐ Temporary Dates(s): \_\_\_\_\_  
☐ On Site Sale  
☐ Off Site Sale  
☒ On & Off Site Sale

Definitions:

On Site Sale: Alcohol sold and consumed on the premises  
 Off Site Sale: Alcohol sold and NOT consumed on the premises.  
 On & Off Site Sale: Alcohol sold that MAY be consumed on the premises.

Fee Structure:

Gaming: Slot Machines - \$31.00 per slot machine - per Quarter  
 "21" Tables - \$151.00 per table - per Quarter  
 Liquor: Temporary (Non-Profit) - NO CHARGE  
 Temporary - \$10.00  
 On Site Sale - \$40.00 - per Quarter  
 Off Site - \$30.00 - per Quarter  
 On & Off Site Sales - \$50.00 - per Quarter

PLEASE NOTE THAT NEW APPLICANTS REQUIRE FINGERPRINT CARDS AND A PHOTOGRAPH.

The undersigned applicant certifies that the foregoing information is true and correct to the best of his/her knowledge and belief. The undersigned states that certification is made with the full knowledge that any failure to disclose, misstatement, omission, or other attempt to mislead may be considered sufficient cause for denial or revocation of this license.

[Signature]

Applicant Signature

R. Benavides 367

Issuing Employee & ID#

OFFICE USE ONLY

Date scheduled for Commission: \_\_\_\_\_

Approved: ☐

Denied: ☐

REVISED 20070323

**Lander County Sheriff's Office**  
**Liquor / Gaming License Application**

THIS LICENSE IS NOT TRANSFERABLE

PLEASE PRINT OR TYPE

Date of Application: Feb 1, 2019

Name: Helming Deann B Social Security #: 520-76-9760  
Last First Middle  
Nickname/Maiden/Other: Dee Height: 5' 7' Weight: 185  
Street Address: 71 & 73 Main Street, Austin, NV 89310 Hair: Blond Eyes: Blue  
Number & Street City State Zip  
Mailing Address: PO Box 113, Austin, NV 89310 Gender: Female Race: White  
Street/RFD/Box City State Zip  
Home Telephone #: 775-964-1300 Date of Birth: Sept 02, 1963  
Operator License/ID Card #: \_\_\_\_\_ State: NV Place of Birth: Rock Springs Wy  
Marks/Scars/Tattoos: None

List All Places of Employment (Last three (3) years)

NAME	LOCATION	POSITION	FROM-TO	REASON FOR LEAVING
Austin Chamber of Commerce, Austin NV		Secretary	2001-2018	Bored
Silver State Bar and Grill, Austin, NV 89310		manager	March 2018 to current	

ADDITION EMPLOYMENT HISTORY - USE ADDITIONAL SHEETS

Have you ever been arrested? NO

List all arrests. For the purpose of this application, arrests and convictions must be included.

DATE	CHARGE	ARRESTING AGENCY	CITY / STATE	DISPOSITION

ADDITIONAL HISTORY - USE ADDITIONAL SHEETS

Are you a United State Citizen? ☒ Yes ☐ No If no, What Country are you a citizen of? \_\_\_\_\_

Alien Registration# \_\_\_\_\_

Passport #: \_\_\_\_\_

Name of Business: Silver Enterprises DBA: Silver State Bar and Grill

Street Address: 71 & 73 Main Street, Austin, NV 89310  
Number & Street City State Zip

Mailing Address: PO Box 113, Austin, NV 89310  
Number & Street City State Zip

EIN: 88-0499468 Nevada Re-Sale Certificate #: 1000458954-001

List names & Addresses of persons holding interest in this business.

NAME	ADDRESS	TYPE OF INTEREST
Deann Helming	PO Box 62 Austin, NV 89310	owners



NAME	ADDRESS	TYPE OF INTEREST
Don Kip Helming	PO Box 62, Austin, NV 89310	Co-Owner

ADDITION- USE ADDITIONAL SHEETS

Has applicant EVER been denied a license in Lander County? No

Has ANY person named in this application been convicted of a Felony Crime involving Moral Turpitude? NO

If YES, Explain: \_\_\_\_\_

Notice: If the applicant is a Corporation, on an attached document, please provide information for all Corporate Officers, directors, Stockholders, Managerial Employees, and any other persons having interest in the business to be licensed.

☐ YES I a foreign Corporation, is the Corporation authorized by the Nevada Secretary of State to conduct business in the State of Nevada?

☐ NO

TYPE OF LICENSE:

☐ Gaming

☐ Check if Renewal

☐ Slot Machines

How Many? \_\_\_\_\_

☐ "21" Tables

How Many? \_\_\_\_\_

☒ Liquor

☐ Check if Renewal

☐ Temporary (Non-Profit) Date(s): \_\_\_\_\_

☐ Temporary Dates(s): \_\_\_\_\_

☐ On Site Sale

☐ Off Site Sale

☒ On & Off Site Sale

Definitions:

On Site Sale: Alcohol sold and consumed on the premises

Off Site Sale: Alcohol sold and NOT consumed on the premises.

On & Off Site Sale: Alcohol sold that MAY be consumed on the premises.

Fee Structure:

Gaming: Slot Machines - \$31.00 per slot machine - per Quarter

"21" Tables - \$151.00 per table - per Quarter

Liquor: Temporary (Non-Profit) - NO CHARGE

Temporary - \$10.00

On Site Sale - \$40.00 - per Quarter

Off Site - \$30.00 - per Quarter

On & Off Site Sales - \$50.00 - per Quarter

PLEASE NOTE THAT NEW APPLICANTS REQUIRE FINGERPRINT CARDS AND A PHOTOGRAPH.

The undersigned applicant certifies that the foregoing information is true and correct to the best of his/her knowledge and belief. The undersigned states that certification is made with the full knowledge that any failure to disclose, misstatement, omission, or other attempt to mislead may be considered sufficient cause for denial or revocation of this license.

OFFICE USE ONLY

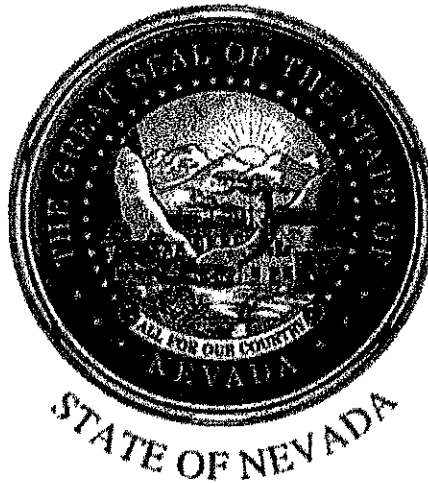
Date scheduled for Commission: \_\_\_\_\_

Approved: ☐ \_\_\_\_\_

Denied: ☐ \_\_\_\_\_

REVISED 20070323

# SECRETARY OF STATE



## NEVADA STATE BUSINESS LICENSE

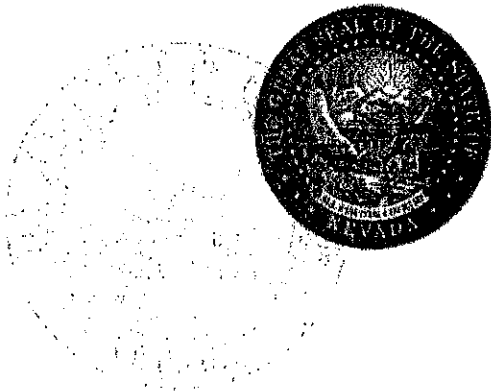
**SILVER ENTERPRISES, INC.**

Nevada Business Identification # NV20011331426

**Expiration Date: June 30, 2019**

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on June 5, 2018

*Barbara K. Cegavske*

Barbara K. Cegavske  
Secretary of State

***You may verify this license at [www.nvsos.gov](http://www.nvsos.gov) under the Nevada Business Search.***

License must be cancelled on or before its expiration date if business activity ceases.  
Failure to do so will result in late fees or penalties which by law cannot be waived.



**STATE OF NEVADA SALES TAX PERMIT  
DEPARTMENT OF TAXATION**

Taxpayer ID: 1000458954-001  
Correspondence ID: 1800011713492  
Date: 05/31/2018

SILVER ENTERPRISES INC  
SILVER STATE BAR AND GRILL  
PO BOX 113  
AUSTIN NV 89310-0113

THIS PERMIT:  
IS NOT TRANSFERABLE TO ANY OTHER PERSON.  
IS VOID IF ALTERED.  
IS NOT ISSUED IN LIEU OF ANY LOCALLY  
REQUIRED BUSINESS LICENSE, PERMIT OR  
REGISTRATION.

Is authorized to collect Nevada sales tax at the following location  
if different from above.

**Permit Location:**  
SILVER STATE BAR AND GRILL  
73 MAIN ST  
AUSTIN NV 89310

**MUST BE DISPLAYED IN PUBLIC VIEW AT PERMIT LOCATION**

(Detach Here)

Attached is your Nevada Sales Tax Permit.

A single number, the TID (Taxpayer Identification Number), identifies a taxpayer for MOST tax types. Please use your TID and LOC (Location Number) on resale certificates, in correspondence or telephone calls to the Department.

Based on your estimated monthly taxable receipts as stated on the Nevada Business Registration Supplemental application, your filing frequency will be monthly.

As stated on the application, your business start date is 03/15/2018, making your first remittance due on or before 04/30/2018.

The Department of Taxation has forms, publications and information available via Internet at <https://tax.nv.gov>.

The Department of Taxation is providing businesses with the ability to view and manage their accounts via the internet through its Interactive website, NevadaTax, located at <http://nevadatanv.gov>. Businesses can file tax returns, make payments, and view financials associated with their Sales and Use Tax, Modified Business Tax accounts, as well as make payments for other tax types.

A business must first register and receive a username and password before NevadaTax will allow access to view and manage accounts. If you are already registered to use NevadaTax, this tax type will be added to your existing account.

Your business should use the following Pre-approved NevadaTax Activation Code when registering to use NevadaTax:  
Pre-approved NevadaTax Activation Code: **FE980275-7298-4171-9F0C-A88EFA9777A8**.

The Nevada Sales Tax Permit has been issued pursuant to an application duly filed and payment of prescribed fees. This Sales Tax Permit is subject to the provisions of Nevada Revised Statutes 372, 374, and 377. This Sales Tax Permit shall be considered valid unless canceled, suspended or revoked for good cause in accordance with Title 32.

**If you have questions concerning the permit please call our Department's Call Center at (866) 962-3707**

**DISTRICT OFFICE LOCATIONS**

<b>CARSON CITY MAIN OFFICE</b> 1550 College Parkway, Suite 115 Carson City, Nevada, 89706	<b>LAS VEGAS OFFICE</b> Grant Sawyer Office Bldg, Suite 1300 555 E. Washington Avenue Las Vegas, Nevada, 89101	<b>HENDERSON OFFICE</b> 2550 Paseo Verde Parkway, Suite 180 Henderson, Nevada, 89074	<b>RENO OFFICE</b> 4600 Kietzke Lane Building L, Suite 235 Reno, Nevada, 89502
--	--	---	---



**LIC# 17-115**

**BUSINESS LICENSE**  
**LICENSE VALID 1/25/19 - 12/31/19**

**Business Name:** SILVER ENTERPRISES INC.  
DBA: SILVER STATE BAR & GRILL

**Business Location:** 73 MAIN STREET

**Business Description:** RESTAURANT AND BAR

**License Type and Fee:** G - GENERAL \$ 50.00

**THIS LICENSE MUST NOT BE CONSTRUED AS PERMITTING OR LICENSING THE PERFORMANCE OF ANY ACT PROHIBITED BY ANY ORDINANCE, RULE, ORDER, LAW OR STATUTE OF THE COUNTY OF LANDER, THE STATE OF NEVADA OR THE UNITED STATES OF AMERICA.**

  
Lander County Planning Coordinator

Account #: **BL-0405**

**\*\* NON-TRANSFERABLE \*\***

(775) 635-2860 ~ Fax (775) 635-1120 ~ [kbright@landercountynv.org](mailto:kbright@landercountynv.org)

## LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number \_\_7\_\_

***THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:***

Discussion and possible action with regard to established grant procedures as outlined in Lander County Grant request Instruction Manuel FY 2019-2020 and whether these procedures should be expanded or modified, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:



# Lander County

Grant request

Instruction Manual

**2019-2020** Due date for submissions

February 4<sup>th</sup>, 2019, 5:00PM

## ***GRANTS TO LANDER COUNTY FOR REVIEW***

<b>PURPOSE:</b>	The purpose of the grant review form is to identify all grants that the County receives that affect your programs so that the grants can be properly recorded in the County's books and records and proper planning can be undertaken for grant administration and compliance with the Single Audit Act.
<b>INSTRUCTION:</b>	<p>Please attach a description of any and all grants that affect your programs or any grants that you anticipate in FY2019-2020. Please fully describe:</p> <ul style="list-style-type: none"> <li>• The granting agency, contact person, and phone number</li> <li>• The type of grant</li> <li>• Any required matching funds</li> <li>• The grant cycle</li> <li>• Whether or not the grant covers administrative costs</li> <li>• Whether the grant involves future commitments after the grant is completed</li> <li>• The grant renewal period, if renewable</li> <li>• Revenue estimates for the grant</li> <li>• How the grant relates to the work program, the line item operating budget, or the capital outlay or improvement detail.</li> </ul> <p>Please attach a separate sheet for each grant so the revenues and expenditures related to the grant can be properly established in the County's books and records.</p>



## **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 of the organization (e.g. non-profit organization, political subdivision, citizen committee, a 501(c) that pertains to your organization).
  
2. Please provide a complete description of the project or operations for which you are requesting assistance. Please be very specific.
  
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.
  
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.

- Signature \_\_\_\_\_ Date \_\_\_\_\_

## LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number \_\_8\_\_

***THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:***

Discussion and possible action regarding all grants previously given to and currently applied for by the Lander County Water and Sewer District #2 and to further consider all other options which may be available, and all other matters properly related thereto.

Public Comment:

Background: **Please see all previous and present grants from Water and Sewer District #2 attached.**

Recommended Action:



*L.C. Sewer & Water Dist. #2*

*Water opt #2*

Lander County

Budget request

*FY 18/19*

### CAPITAL OUTLAY LINE ITEM DETAIL

Fund and Department Number	
Department or Function Name	Lander County, Austin Water Department
Prepared by:	Gwen Jones / Day Engineering

Item Description	Amount
Mobilization	40,000
Temp. Water piping	30,000
8" water Main	196,000
Restrained joints	60,000
8" valve	40,000
6" Connection	80,000
4" Connection	25,000
6" Water Main	9,000
6" Valve	6,000
4" Water Main	3,000
4" Valve	4,000
Fire Hydrant Assembly	35,000
Water Service	180,000
Concrete Repair	30,000
Pavement repair on county	100,000
4' x6' Concrete Vault	15,000
New Valves & Pipe in Ex Vault	40,000
New Lid on Ex Vault	7,000
Asbestos abatement	10,000
Non Construction	
Construction Contingency 15%	140,000
Engineering 9%	72,000
Inspection and construction 6%	48,000
TOTAL	1,190,000

## CAPITAL IMPROVEMENT PROJECT PROPOSAL



## ***CAPITAL IMPROVEMENT PROJECT QUESTIONNAIRE***

Project Title	Austin Hwy 50 Water Project
Department Name	Lander County Combined Sewer and Water District #2
Prepared By	Gwen Jones/ Day Engineering

1. Project Description and Location:

The main water line on the north side of the highway 50 going through Austin will be replaced, along with the connection to each service. A new vault will be put in as well. The project will start as one enter town and go to East St. This includes 4000 feet of pipe and 20 to 30 connections. The replacement of 7 fire hydrants and repair to the sidewalks and streets as necessary. The water main on the south side is in good condition however the service connections are in need of repair. Also, at the recommendation of Bert Ramos we have added meter replacement to both sides of the street.

2. Project Justification:

This project was on the PER that was drawn up in 2016, it was originally later on the list. However, with the NDOT planning the replacement of the storm drain line in 2019. We thought to save some additional money from the total and work with the NDOT. The lines and connections have not been altered since 1985. This project will allow us to stay up on the system and allow us the ability to save money by not having to do costly repairs at the last minute.

3. Relationship to Other Programs:

NDOT will be working on replacing the storm drain and repaving Hwy 50 through Austin in 2019.

4. Relationship to County Priorities:  
*Cost savings by combining the project with another. Keep from making costly repairs in 10 years or less.*

## CAPITAL IMPROVEMENT PROJECT QUESTIONNAIRE

Project Title	Austin Hwy 50 Water Project
Department Name	Lander County Combined Sewer & Water District # 2
Prepared By	Gwen Jones/ Day Engineering

5. Impact of the Proposed Project on Other County Departments:

Working with NDOT will hopefully reduce the overall cost of the project. Also, saving money by not having to make the repairs of the street should a major break happen will be decreased dramatically due to the fact we will have the lines in good repair.

6. Estimate of the Capital Cost of the Proposed Project:

1,190,000

7. Planned Sources of Funds for the Proposed Project:

*We have currently put in for funding with the Nevada State revolving fund for the 72,000 for the design portion of the project. We will be meeting with them on March 22, 2018 for the results. We are also seeking funding from the USDA, no date given for approval yet. They will only have the funds available to offer us a 50% grant and 50% loan. If we are able to do this we would like the County to assume the cost of the loan and pay it off. If we are unable to receive funding we are asking for the full amount to be funded.*

## **CAPITAL IMPROVEMENT PROJECT QUESTIONNAIRE**

Project Title	Austin Hwy 50 Water Project
Department Name	Lander County Combined Sewer and Water District # 2
Prepared By	Gwen Jones/ Day Engineering

8.     Operations and Maintenance (O&M) Costs for the Project:  
*350,000, this is the expenses of operating they system based over 20 years. An increase of 4.69 per month to the clients. If we extend this over 40 years our 1.5% increase per year will effectively cover this cost.*
  
9.     Planned Sources of Funds for Operations and Maintenance Costs:  

If we have to get a loan for the water project the total cost to the clients will be 12.10 per month over 40 years and 19.81 on the 20 year loan. 50% grant 50% loans will increase our client's base by 6.05 for a 40 year and 9.91 for a 20 year loan. These are based on the current interest rate from the USDA of 2.25% if we qualify. The base charge will be 2.43 plus the above figures depending on the option we will be facing without assistance from the County. The new total cost of sewer and water to our clients will start at best case scenario 77.25. Worst case 96.88 for residential and 120.42 for commercial.
  
10.    Additional Comments:  

The water system has seen some upgrades on a case by case basis. We would like the County Commissioner's help in paying for this project to lessen the impact of the installation on our clients. We are able to sustain our system however larger projects still impact our community members and as we have their best interest at heart we would like the Board to consider funding this project. Due to the regular failures of the branch lines from the main (service connections) from pipe corrossions, this is why we feel this is a project do sooner rather than later. The meters are on the list of items that we are looking at doing later. However, Bert requested the figures and here we are.

---

Signature

Date



option #2.

**AUSTIN HIGHWAY 50 ESTIMATE -- 2018 -- PAGE 2 OF 2 - WATER SYSTEM**

<b>Construction Item</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
<b>Mobilization – LS</b>	<b>1</b>		<b>\$ 40,000</b>
<b>Temp. Water Piping – LS</b>	<b>1</b>		<b>\$ 30,000</b>
<b>Asbestos abatement - LS</b>	<b>1</b>		<b>\$ 10,000</b>
<b>8" Water Main – LF</b>	<b>2,800</b>	<b>\$ 70</b>	<b>\$ 196,000</b>
<b>Restrained Joints – EA</b>	<b>150</b>	<b>\$ 400</b>	<b>\$ 60,000</b>
<b>8" Valve – EA</b>	<b>20</b>	<b>\$ 2,000</b>	<b>\$ 40,000</b>
<b>6" Connection – EA</b>	<b>8</b>	<b>\$ 10,000</b>	<b>\$ 80,000</b>
<b>4" Connection – EA</b>	<b>5</b>	<b>\$ 5,000</b>	<b>\$ 25,000</b>
<b>6" Water Main – LF</b>	<b>150</b>	<b>\$ 60</b>	<b>\$ 9,000</b>
<b>6" Valve – EA</b>	<b>4</b>	<b>\$ 1,500</b>	<b>\$ 6,000</b>
<b>4" Water Main – LF</b>	<b>60</b>	<b>\$ 50</b>	<b>\$ 3,000</b>
<b>4" Valve – EA</b>	<b>4</b>	<b>\$ 1,000</b>	<b>\$ 4,000</b>
<b>Fire Hydrant Assembly – EA</b>	<b>7</b>	<b>\$ 5,000</b>	<b>\$ 35,000</b>
<b>Water Service – EA</b>	<b>60</b>	<b>\$ 3,000</b>	<b>\$ 180,000</b>
<b>Water Meter - EA</b>	<b>60</b>	<b>\$ 500</b>	<b>\$ 30,000</b>
<b>Concrete Repair – SF</b>	<b>1,000</b>	<b>\$ 20</b>	<b>\$ 20,000</b>
<b>Pavement Repair on County – SF</b>	<b>10,000</b>	<b>\$ 10</b>	<b>\$ 100,000</b>
<b>4'x6' Concrete Vault – EA</b>	<b>1</b>		<b>\$ 15,000</b>
<b>New Valves &amp; Pipe in Ex. Vault – LS</b>	<b>1</b>		<b>\$ 40,000</b>
<b>New Lid on Ex. Vault – LS</b>	<b>1</b>		<b>\$ 7,000</b>
<b>2017 CONSTRUCTION</b>			<b>\$ 930,000</b>
<b>Non-Construction Item</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
<b>Construction Contingency – %</b>	<b>15</b>		<b>\$ 140,000</b>
<b>Engineering – original estimate</b>			<b>\$ 72,000</b>
<b>Inspection &amp; Construction – original</b>			<b>\$ 48,000</b>
<b>2017 NON-CONSTRUCTION</b>			<b>\$ 260,000</b>
<b>TOTAL WATER COSTS</b>			<b>\$ 1,190,000</b>

<b>TOTAL SEWER COSTS</b>	<b>\$ 1,178,000</b>
<b>TOTAL WATER COSTS</b>	<b>\$ 1,190,000</b>
<b>TOTAL WATER &amp; SEWER COSTS</b>	<b>\$ 2,368,000</b>



*L.C. Sewer + Water Dist. #2*

*Sewer opt#2*

Lander County

Budget request

*F4 18/19*

### CAPITAL OUTLAY LINE ITEM DETAIL

Fund and Department Number	
Department or Function Name	Lander County, Austin Sewer Dept / Opt #2
Prepared by:	Gwen Jones / Day Engineering

[illegible]

# CAPITAL IMPROVEMENT PROJECT PROPOSAL

# CAPITAL IMPROVEMENT PROJECT QUESTIONNAIRE

Project Title	Austin Hwy 50 Sewer Project
Department Name	Lander County Combined Sewer and Water District #2
Prepared By	Gwen Jones/ Day Engineering

1. Project Description and Location:

*Please provide a detailed description of the project*

To line the sewer line with CIPP, as well as manholes, on the North side of Hwy 50 going down the main street. Beginning at the start of the town and continuing on until East St. Removal of old asbestos pipe, and adding 3 more manholes

2. Project Justification:

*Please describe why the project is needed.*

There was an inspection of the pipes done in October of 2017, they found some crack, holes, and joints deteriorating. This along with the NDOT planning a project that will dig up the street allows us the perfect opportunity to do this project at a reduced cost. The additional manholes will allow access to the system with more ease. The removal of the asbestos will be good for the community and clients living here.

3. Relationship to Other Programs:

*Please describe existing and planned programs that are related to or contribute to the proposed project.*

NDOT will be working on replacing the storm drain and repaving Hwy 50 through Austin in 2019.

4. Relationship to County Priorities:

*Please describe your understanding of the project in relation to the County's priorities  
Cost savings by combining the project with another. Keep from making costly repairs in  
10 years or less. Keeping people safe from hazardous materials.*



## **CAPITAL IMPROVEMENT PROJECT QUESTIONNAIRE**

Project Title	Austin Hwy 50 Sewer Project
Department Name	Lander County Combined Sewer & Water District # 2
Prepared By	Gwen Jones/ Day Engineering

5. Impact of the Proposed Project on Other County Departments:  
*Please describe how the project will affect other county departments*

Working with NDOT will hopefully reduce the overall cost of the project.

6. Estimate of the Capital Cost of the Proposed Project:  
*Please provide the estimated capital cost of the project. If possible, please segregate costs for engineering, construction, construction management, and administration.*

1,178,000

7. Planned Sources of Funds for the Proposed Project:  
*Please describe any existing funds available for the project as well as possible future sources of funds for the capital cost of the project.*  
*We are still pursuing other options, however haven't found any funding available for the sewer at this time.*

# CAPITAL IMPROVEMENT PROJECT QUESTIONNAIRE

Project Title	Austin Hwy 50 Sewer Project
Department Name	Lander County Combined Sewer and Water District # 2
Prepared By	Gwen Jones/ Day Engineering

8. Operations and Maintenance (O&M) Costs for the Project:  
*Please list the estimated annual operations and maintenance costs for the project. If possible, please segregate costs between personnel costs and other operating costs.*

I have attached a copy of the Sewer PER pages 29 through 31 is the detailed information. Total expense 292,000

9. Planned Sources of Funds for Operations and Maintenance Costs:  
*Please provide information on existing sources of funds to pay for the ongoing costs of the project following completion and any planned future sources of funds to pay for the O&M in future years.*

If we have to get a loan for the sewer project the total cost to the clients will be 11.97 per month over 40 years. 50% grant 50% loans will increase our client's base by 5.99. These are based on the current interest rate from the USDA of 2.25% if we qualify. The base charge will be 2.43 plus the above figures depending on the option we will be facing without assistance from the County

10. Additional Comments:  
*Please provide any additional comments about the proposed project that you feel would be important for an analysis of this project.*

Sewer systems are basically self-sufficient once installed. The main cost comes from the installation of the system. An unforeseen repair can also drive up the cost of the system. However, by being proactive in our maintenance of the system with the County's help we will be able to keep providing services to the Austin Community at a rate they can afford. I only mention this as we have a large base of people on a limited fixed income and while we do not provide discounts we would also like not to have to increase our cost to them. This option is being brought before the County Commissioners, as per Bert Ramos's comments during the previous meeting that if we are going to do the project what would we be looking at to completely do it for the security of function for the next 50 years.

Gwen Jones      1.31.18  
Signature      Date

PROPRIETARY FUND	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/19	
	ACTUAL PRIOR YEAR ENDING 6/30/2017	ESTIMATED CURRENT YEAR ENDING 6/30/2018	TENTATIVE APPROVED	FINAL APPROVED
OPERATING REVENUE				
Service Fees	120,688	141,693	143,500	
System Obligation fee	66,721	68,524	60,648	
Late Fees	1,913	2,800	100	
Total Operating Revenue	179,302	203,017	204,248	
OPERATING EXPENSE				
Salaries and wages	60,249	66,160	85,000	
Health Insurance	8,100	9,201.12	9,700	
Retirement (PERS)	6,778	8,891.53	11,500	
Retirement (PERS) net Liability	10,000	10,000	10,000	
Payroll Tax & Expenses	3,980	50	50	
Workers Comp	3,200	3,200	4,400	
Repairs and Maintenance	4,442	23,500	14,000	
Operating Supplies (office and system)	8,320	10,000	10,000	
Education & Training	573	1,500	1,500	
Accounting and Legal Fees	8,500	8,500	8,500	
Utilities & Phone	10,763	32,000	25,000	
Licenses & Permits	3,020	1,000	3,331.01	
Dues & subscriptions	1,618	2,000	1,981.2	
Fees (bank & others)	1,461	900	1,000	
Misc.	4,090	0	0	
Testing	4,502	2,300	3,000	
Contract Labor	15,963	21,000	13,000	
Fuel	1,559	1,000	1,500	
Travel	332	750	750	
Engineering	66,000	1,000	6,000	
Total Operating Expense		193,952.65	210,212.21	
Depreciation/Amortization	272,255	-269,796.93	-269,796.93	
Total Operating Expense				
Operating Income or (Loss)		-75,843.98	-59,584.72	
NONOPERATING REVENUES				
NSRF Day Engineering	58,200			
Lease Income	12,000	12,000	12,000	
Misc Income	31,278			
Property Taxes	2,950	2,950	2,950	
Interest Earned	0			
Consolidated Tax	3,654	3,654	3,654	
Total Nonoperating Revenues	107,982	18,504	18,504	
NONOPERATING EXPENSES				
Interest Expense				
Total Nonoperating Expenses				
CHANGE IN NET POSITION	-189,652	-57,339.98	-41,080.72	

(Local Government)

SCHEDULE F-1 REVENUES, EXPENSES AND NET POSITION

FUND \_\_\_\_\_

Page: \_\_\_\_\_  
Schedule F-1

AUSTIN HIGHWAY 50 ESTIMATE – 2018 – PAGE 1 OF 2 – SEWER SYSTEM

option #2

Construction Item	Quantity	Unit Cost	Total Cost
Mobilization – LS	1		\$ 40,000
Asbestos Abatement - LS	1		\$ 10,000
Rehab 48" Manholes - EA	13	\$ 15,000	\$ 195,000
Rehab 8" Sewer Main -- LF	4,000	\$ 100	\$ 400,000
Sewer Service - EA	30	\$ 5,000	\$ 150,000
Concrete Repair – SF	1,000	\$ 20	\$ 20,000
Pavement Repair on County -- SF	10,000	\$ 10	\$ 100,000
<b>2017 CONSTRUCTION</b>			<b>\$ 915,000</b>
Non-Construction Item	Quantity	Unit Cost	Total Cost
Construction Contingency -%	15		\$ 137,000
Engineering – original estimate			\$ 75,600
Inspection & Construction - original			\$ 50,400
<b>2017 NON-CONSTRUCTION</b>			<b>\$ 263,000</b>
<b>TOTAL SEWER COSTS</b>			<b>\$ 1,178,000</b>



LANDER COUNTY COMBINED SEWER AND WATER GENERAL IMPROVEMENT DISTRICT  
2017 HIGHWAY 50 SEWER REPORT – BASED ON USDA BULLETIN 1780-2 (2013 version)

**Proposed Annual O&M Costs**

Provide itemized list of expenses and project costs, and costs for operating the water system as improved. Include facts to substantiate O&M costs. Include personnel costs, administrative costs, water purchase or treatment costs, accounting and auditing fees, legal fees, interest, utilities, energy costs, insurance, annual repairs and maintenance, monitoring and testing, supplies, chemicals, residuals disposal – N/A, office supplies, printing, professional services, miscellaneous, renewable energy generation income – N/A, debt repayment based on all loans and no grants, existing financing with annual debt repayments – N/A, debt reserves based on funding source requirements, (revenue bonding not general obligation bonding to be used), and short lived asset reserve.

Expenses if Project is funded – 2018 / 2019 - no grants	Amount
½ Salaries & Wages	\$ 43,000
½ Retirement & Health Insurance	\$ 11,000
½ Retirement Liability, Payroll Tax, Workers Comp	\$ 8,000
½ Repairs & Maintenance	\$ 7,000
½ Operating Supplies	\$ 5,000
½ Education & Training	\$ 1,000
½ Accounting & Legal Fees	\$ 4,000
1/4 Utilities & Telephone	\$ 7,000
½ Licenses & Permits	\$ 1,000
½ Testing	\$ 2,000
½ Dues & Subscriptions	\$ 1,000
½ Travel	\$ 1,000
½ Fuel & Travel	\$ 1,000
½ Contract Labor	\$ 7,000
½ Miscellaneous Fees	\$ 1,000
½ Engineering	\$ 3,000
40-year debt repayment for CIPP slip lining	\$ 49,000
Debt payment reserve @ 10% of debt repayment	\$ 5,000
Short lived asset reserve	\$ 0
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 157,000</b>
½ Budgeted Depreciation & Amortization (not funded)	\$ 135,000
<b>TOTAL SEWER EXPENSE</b>	<b>\$ 292,000</b>



# Lander County

Grant request

Instruction Manual

**2019-2020** Due date for submissions

February 4<sup>th</sup>, 2019, 5:00PM

2.6 million to  
be rolled over  
in the CCP Fund  
FA-40  
From FY 18/19

Fax 1.29.19

775. 635. 5332 (6 pgs)

## **GRANTS FROM LANDER COUNTY REQUEST FORM**

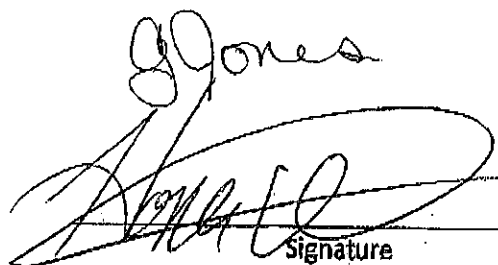
*This form is to be used by organizations, groups, political subdivisions, or any other entity requesting funds from Lander County. These forms will be prioritized for decisions regarding authorization of the grant. Please complete the form as completely as possible to provide information needed to analyze 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 (e.g. non-profit organization, political subdivision, citizen committee, a 501(c) that pertains to your organization).  
Lander County Combined Sewer & Water District 2 GID  
122 Main St./PO Box 144  
Austin, NV 89310  
Phone: 775-964-2676  
Email: austinwatersewer@yahoo.com  
Office Contact: Gwen Jones, Secretary  
Board Members: Billy Gandolfo, Richard Williams and Hope Inglis
2. Please provide a complete description of the project or operations for which you are requesting assistance. Please be very specific.  
See attachment page 1
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.  
See attachment page 1
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.  
See attachment page 2

5. Please indicate whether or not you received monies from Lander County in prior years for similar requests and please list prior grant amounts and fully describe the use of prior proceeds.  
See attachment page 2

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.  
See attachments pages 3 and 4

7. Please include any further information about your request that will assist Lander County in analyzing your request.  
See attachment page 2

g Jones  
  
Signature

1.28.19

1-28-19  
Date

Grant request attachment for Lander County

1-22-19

From Lander County Combined Sewer & Water District 2 (LCCSWD2)

2. Lander County Commissioners has currently funded LCCSWD2 \$2,600,000.00 and some change for the Hwy 50 project of replacing water lines on the North side of Main Street and replacing the meters on both sides of the street, along with lining our sewer lines and replacing manholes where appropriate. Due to the project being placed on hold until 2019-2020; since NDOT having to make some adjustments. LCCSWD2 is asking that these funds be carried into the next budget for us and an additional 10 % be added due to cost of living increases.

3. We have currently been funded 2.6 million from the County Commissioners for the Hwy 50 water and sewer project. However due to the cost of living increasing we are in need of an additional 260,000.00 to stay on budget. This amount is solely to cover the increase cost due to the project being put off by Nevada Department of Transportation.

4. \$260,000.00

5. Lander County Commissioners has been very generous with LCCSWD2 in the past as well as last fiscal year. The County Commissioners paid off our debt of over 6 million dollars for the improvement to the water system to bring it up to NDEP code in 2014. Last fiscal year again the County Commissioners saw the need of our small community and extended us 2.6 million for our Hwy 50 project.

6. Please see attachment for our enclosures for an affirmation statement.

7. Lander County Combined Sewer and Water District 2, was established in 1985. Since this time several laws have changed which lead to our long standing Board members retiring. The current Board members have a heart for the community and as such would prefer not to have to raise the rates, especially on the seniors which live on fixed incomes and may have to choose between utilities and medication. If LCCSWD2 has to pay for the above projects our rates would have to increase substantially. Let us explain; Residential rates are currently 58.01 and business rates are 81.82 while we have SOF of 16.46. If we have to fund.

Our system has not seen any work to the sewer system in town for over 30 years. This is why we have started seeing collapses and we know that it will only continue to increase over time. With the financial help of the County Commissioners we could fix the issues while keeping our rates from skyrocketing. As stated earlier, funding is available for water from Federal sources. However, with the government being shut down this impacts funding and leaves no funds available.

In closing I want to thank you all for this opportunity to seek funding and optimistically look forward to working with you.

Sincerely yours,

Lander County Combined Sewer & Water District 2 GID

A handwritten signature in black ink, appearing to read 'Hope Inglis', with a long horizontal flourish extending to the right.

Hope Inglis

Chairwomen of LCCSWD2

gj



**LANDER COUNTY COMBINED SEWER AND WATER DISTRICT # 2  
GENERAL IMPROVEMENT DISTRICT**

P. O. Box 144 or 122 Main Street  
Austin, Nevada 89310  
Phone: 775-964-2676  
Fax: 775-964-1417

January 22, 2019

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

RE: Holding over Grant funds for the Highway 50 project in Austin, Nevada

Dear Commissioners,

Lander County Combined Sewer and Water District # 2 Board is asking the County Commissioners extend/rollover the funds given to Lander County Combined Sewer and Water District in 2018. The reason is that NDOT has had a few setbacks and the current start date has been moved out a year. We are still very much in need of these funds.

Lander County Combined Sewer and Water District #2 will also make sure to comply with any and all grant administration requirements that Lander County may establish through policies and procedures that involve state reports, use of proceeds, special reports, and disbursement methods.

Sincerely yours,



Hope Inglis

Chairwomen of LCCSWD2

gj

Approved for 18/19 Budget  
2.6 million rollover  
CCP Fund FA-40

option #2

AUSTIN HIGHWAY 50 ESTIMATE – 2018 – PAGE 2 OF 2 - WATER SYSTEM

Construction Item	Quantity	Unit Cost	Total Cost
Mobilization – LS	1		\$ 40,000
Temp. Water Piping – LS	1		\$ 30,000
Asbestos abatement - LS	1		\$ 10,000
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	60	\$ 3,000	\$ 180,000
Water Meter - EA	60	\$ 500	\$ 30,000
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
<b>2017 CONSTRUCTION</b>			<b>\$ 930,000</b>
Non-Construction Item	Quantity	Unit Cost	Total Cost
Construction Contingency – %	15		\$ 140,000
Engineering – original estimate			\$ 72,000
Inspection & Construction – original			\$ 48,000
<b>2017 NON-CONSTRUCTION</b>			<b>\$ 260,000</b>
<b>TOTAL WATER COSTS</b>			<b>\$ 1,190,000</b>

<b>TOTAL SEWER COSTS</b>	<b>\$ 1,178,000</b>
<b>TOTAL WATER COSTS</b>	<b>\$ 1,190,000</b>
<b>TOTAL WATER &amp; SEWER COSTS</b>	<b>\$ 2,368,000</b>

+10%

+ 236,800

2,604,800

AUSTIN HIGHWAY 50 ESTIMATE – 2018 – PAGE 1 OF 2 – SEWER SYSTEM

option #2

<b>Construction Item</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
<b>Mobilization – LS</b>	<b>1</b>		<b>\$ 40,000</b>
<b>Asbestos Abatement - LS</b>	<b>1</b>		<b>\$ 10,000</b>
<b>Rehab 48" Manholes - EA</b>	<b>13</b>	<b>\$ 15,000</b>	<b>\$ 195,000</b>
<b>Rehab 8" Sewer Main – LF</b>	<b>4,000</b>	<b>\$ 100</b>	<b>\$ 400,000</b>
<b>Sewer Service - EA</b>	<b>30</b>	<b>\$ 5,000</b>	<b>\$ 150,000</b>
<b>Concrete Repair – SF</b>	<b>1,000</b>	<b>\$ 20</b>	<b>\$ 20,000</b>
<b>Pavement Repair on County – SF</b>	<b>10,000</b>	<b>\$ 10</b>	<b>\$ 100,000</b>
<b>2017 CONSTRUCTION</b>			<b>\$ 915,000</b>
<b>Non-Construction Item</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
<b>Construction Contingency -%</b>	<b>15</b>		<b>\$ 137,000</b>
<b>Engineering – original estimate</b>			<b>\$ 75,600</b>
<b>Inspection &amp; Construction - original</b>			<b>\$ 50,400</b>
<b>2017 NON-CONSTRUCTION</b>			<b>\$ 263,000</b>
<b>TOTAL SEWER COSTS</b>			<b>\$ 1,178,000</b>



# Lander County

Grant request

Instruction Manual

**2019-2020** Due date for submissions

February 4<sup>th</sup>, 2019, 5:00PM

1-22-19

From Lander County Combined Sewer& Water District 2 (LCCSWD2)

2. We have several projects that are required and have need of assistance from the County Commissioners to fund.

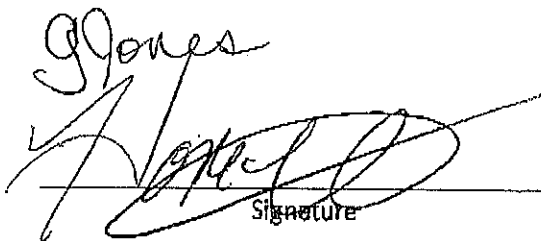
- a. We need a Sewer Preliminary Engineering Report (PER) of the upper parts of town. While we originally postponed this due to the Hwy 50 taking priority, since the Hwy 50 PER being completed we have had several issues with the sewer lines. Please see pictures. The first is one collapsed by the Ambulance barn, several main line clogs that caused sewage to back into client's homes. Repairs or lining of the system will follow, nonetheless we will also be seeking funding for these when we have the appropriate information.
- b. We have had a sewer line collapse on the old sewer main line to the old Sewer ponds. This area encompasses from the end of the Hwy 50 project to the new connection made in 2011 to the old sewer ponds. Approximately 7,000 feet. We are asking for the funds to reline this section after an inspection is completed. As this section is the primary sewage line for the town we feel this is vital to the community to make sure it is maintained in a timely fashion.
- c. LCCSWD2 has 2 underground cement asbestos tanks with wooden roofs. The replacement of these tanks with one steel tank is a safety factor. Again, we really would appreciate help from the County with this project. Yes, funds may be available after the government shut down is over, but that will come with a cost increase to our fixed income clients, as well as everyone else.
- d. Due to the amounts of snow that Austin receives each year, there are several months when reading meters is not able to be completed. Many factors weigh in, such as the snow plows clearing the roads inadvertently cover our boxes, then it freezes and the meters are not reachable. This becomes a major issue if a line breaks. LCCSWD2 would appreciate the County funding the rest of the replacement meters we need. We do have \$40,526.02 set aside to help with this project.
- e. The operator's truck is in need of major repairs and is just a pick up. We are in need of a new/used utility truck. Online the cost is \$37,000.00 and up depending on the year. I would appreciate this to be considered. LCCSWD2 would even be delighted with one from the County.

3. The next two pages are from Day Engineering with estimates for the above, except A and F. We do not have anything beyond the \$40,526.02 in our budget to pay for any of this or have money to reimburse any of the amounts above. LCCSWD2 can apply to DWSRF and USDA for funding, but these amounts will only cover water projects and leave ours in desperate need of repairs. This will be a huge cost to the people living in Austin. LCCSWD2 has our current budget set much like Battle Mountain Waters enterprise fund, where only the current needs are addressed not larger projects.

5. Please Indicate whether or not you received monies from Lander County in prior years for similar requests and please list prior grant amounts and fully describe the use of prior proceeds.  
See attachment page 2

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.  
See attachments pages 3 and 4

7. Please Include any further information about your request that will assist Lander County in analyzing your request.  
See attachment page 2

G Jones  
  
Signature

1-28-19  
1-28-19  
Date



4. A. \$250,000.00, B. \$2,002,000.00, C. \$900,500.00, D. \$800,800.00 and E for \$37,000.00 for a total amount of \$3,990,300.00. See attachments, page 3 and 4.

5. Lander County Commissioners has been very generous with LCCSWD2 in the past as well as last fiscal year. The County Commissioners paid off our debt of over 6 million dollars for the improvement to the water system to bring it up to NDEP code in 2014. Last fiscal year again the County Commissioners saw the need of our small community and extended us 2.6 million for our Hwy 50 project.

6. Please see page 3 of our enclosures for an affirmation statement.

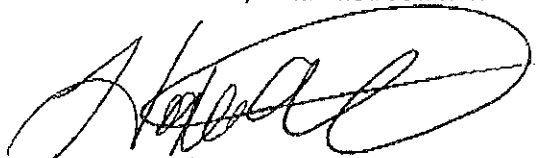
7. Lander County Combined Sewer and Water District 2, was established in 1985. Since this time several laws have changed which lead to our long standing Board members retiring. The current Board members have a heart for the community and as such would prefer not to have to raise the rates, especially on the seniors which live on fixed incomes and may have to choose between utilities and medication. If LCCSWD2 has to pay for the above projects our rates would have to increase substantially. Let us explain; Residential rates are currently 58.01 and business rates are 81.82 while we has SOF of 16.46. If we have to fund 3,990,300.00 this would include interest, divide that over 20 years due to not being able to get USDA funds is \$199,515.00 a year divided by our current client # of 260 is \$767.37 per customer, which breaks down to 63.95 increase every month. For a total of \$121.96 for each resident and \$145.77 for each business, and \$80.41 for the SOF accounts.

Our system has not seen any work to the sewer system in town for over 30 years. This is why we have started seeing collapses and we know that it will only continue to increase over time. With the financial help of the County Commissioners we could fix the issues while keeping our rates from skyrocketing. As stated earlier, funding is available for water from Federal sources. However, with the government being shut down this impacts funding and leaves no funds available.

In closing I want to thank you all for this opportunity to seek funding and optimistically look forward to working with you.

Sincerely yours,

Lander County Combined Sewer & Water District 2 GID



Hope Inglis

Chairwomen of LCCSWD2

gj

Engineering & Inspection - 15%	\$ 95,250
Right-of-way Determinations / Purchases	\$ 75,000
<b>TOTAL COST</b>	<b>\$ 900,500</b>

#### REPLACE WATER METERS / RADIO READ SYSTEM

Construction Item	Quantity	Unit Cost	Total Cost
Mobilization - LS	1	50000	\$ 50,000
Replace Face On New Meters - EA	50	300	\$ 15,000
3/4" Meter & Fittings - EA	200	1000	\$ 200,000
1" Meter & Fittings - EA	50	1500	\$ 75,000
1-1/2" Meter & Fittings - EA	2	3000	\$ 6,000
Handheld Device - EA	1	19000	\$ 19,000
Drive-By Software - EA	1	15000	\$ 15,000
Training & Support - YR	1	10000	\$ 10,000
Meter Boxes As Needed - EA	50	2000	\$ 100,000
Pavement Repair - SF	6000	13	\$ 78,000
Concrete Repair - SF	3000	16	\$ 48,000
<b>CONSTRUCTION SUBTOTAL</b>			<b>\$ 616,000</b>
Contingency - 15%			\$ 92,400
Engineering & Inspection - 15%			\$ 92,400
<b>TOTAL COST</b>			<b>\$ 800,800</b>

2019 CAPITAL PROJECTS FOR AUSTIN, NEVADA - DAY ENGINEERING

**PRELIMINARY ENGINEERING REPORT FOR TOWN SEWER**

Construction Item	Quantity	Unit Cost	Total Cost
Project Planning	1	5000	\$ 5,000
Existing Facilities	1	10000	\$ 10,000
Need For Project	1	5000	\$ 5,000
Alternatives Considered	1	10000	\$ 10,000
Selection Of An Alternative	1	10000	\$ 10,000
Proposed Project	1	10000	\$ 10,000
Environmental Report	1	40000	\$ 40,000
Finding, Cleaning, Televising, Mapping Sewers	16000	10	\$ 160,000
<b>TOTAL COST</b>			<b>\$ 250,000</b>

**10" A/C SEWER LINING - LOWER GAS STATION TO OLD SEWER PLANT**

Construction Item	Quantity	Unit Cost	Total Cost
Mobilization - LS	1	80000	\$ 80,000
Sewer Bypass Pumping - HR	100	600	\$ 60,000
Asbestos Abatement - CY	30	4000	\$ 120,000
Rehab 48" Manholes - EA	20	20000	\$ 400,000
Rehab 10" A/C Sewer Pipe - LF	7000	105	\$ 735,000
Spot Repair - EA	10	10000	\$ 100,000
Sewer Service - FT	100	100	\$ 10,000
TV Sewer Main After Rehab - LF	7000	5	\$ 35,000
<b>CONSTRUCTION SUBTOTAL</b>			<b>\$ 1,540,000</b>
Contingency - 15%			\$ 231,000
Engineering & Inspection - 15%			\$ 231,000
<b>TOTAL COST</b>			<b>\$ 2,002,000</b>

**REPLACEMENT OF TWO CONCRETE TANKS WITH ONE STEEL TANK**

Construction Item	Quantity	Unit Cost	Total Cost
Mobilization - LS	1	50000	\$ 50,000
Remove Old Roofs / Backfill Holes - EA	2	35000	\$ 70,000
Cap Pipes - Transfer Telemetry - EA	1	45000	\$ 45,000
Tank Site Work - LS	1	35000	\$ 35,000
160,000 Gallon Steel Tank - GAL	160000	1.25	\$ 200,000
Tank Site Piping - LS	1	25000	\$ 25,000
Interior Tank Painting - SF	6000	7	\$ 42,000
Exterior Tank Painting - SF	4000	6	\$ 24,000
Cleaning / Water Testing - LS	1	6000	\$ 6,000
8" Water Main - LF	1200	70	\$ 84,000
6" & 4" Connection - EA	2	10000	\$ 20,000
8" Valve - EA	6	3000	\$ 18,000
Fire Hydrant - EA	2	8000	\$ 16,000
<b>CONSTRUCTION SUBTOTAL</b>			<b>\$ 635,000</b>
Contingency - 15%			\$ 95,250

Don't know  
how to use  
the cop







break by Ambulante  
Barra June 2018

LANDER COUNTY COMBINED SEWER AND WATER DISTRICT # 2  
GENERAL IMPROVEMENT DISTRICT

P. O. Box 144 or 122 Main Street

Austin, Nevada 89310

Phone: 775-964-2676

Fax: 775-964-1417

January 22, 2019


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

RE: Affirmation Statement

Dear Commissioners,

Lander County Combined Sewer and Water District # 2 Board will comply with any and all grant administration requirements that Lander County has or may establish through policies and procedures that involve status reports, use of procedures, special reports, as well as disbursement methods.

Sincerely yours,



Hope Inglis  
Chairwomen of LCCSWD2

gj

## LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number \_\_9\_\_

***THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:***

Discussion and possible action to approve/disapprove a contract between Lander County and the Nevada Department of Health and Human Services Division of Public and Behavioral Health, effective July 1, 2019 through June 30, 2020, and all other matters properly related thereto.

Public Comment:

Background: **Yearly contract update with Health and Human Services**

Recommended Action:

STEVE SISOLAK  
*Governor*

JULIE KOTCHEVAR, Ph.D.  
*Administrator*

RICHARD WHITLEY, MS  
*Director*

IHSAN AZZAMI, Ph.D., M.D.  
*Chief Medical Officer*



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
4150 Technology Way  
Carson City, Nevada 89706  
Telephone (775) 684-4200 • Fax (775) 687-7570  
<http://dpbh.nv.gov>

February 8, 2019

Keith Westengard  
Lander County  
50 State Route 305  
Battle Mountain, NV 89820

Dear Mr. Westengard:

Enclosed are three copies of the Amendment to the Interstate Interlocal Contract between the Division of Public and Behavioral Health, Community Health Services Program and Lander County (#C16126-1). This contract provides Public Health services in Lander County effective July 1, 2019 through June 30, 2020. Please sign and return two of the three copies.

Community Health Services has been designated by the Division to assess designated rural and frontier counties of Nevada for the following rendered services:

- Investigation and reporting infectious disease
- Sexually Transmitted Infections: control, prevention and treatment
- HIV: testing, counseling referral for treatment
- TB: screening, control, prevention and treatment
- Vaccine clinics scheduled as necessary for outbreaks
- Participation in Local Emergency Preparedness Committees, Points of Dispensing exercises, and Board of Health meetings

If you have any questions or would like to meet to discuss details, please contact me by phone at (775) 684-5008 or by email at [llamar@health.nv.gov](mailto:llamar@health.nv.gov). I have set aside available timeslots for contract review the week of February 25, 2019.

Sincerely,

A handwritten signature in blue ink that reads "Lulleen Lamar".

Lulleen Lamar  
Grants and Projects Analyst II





**AMENDMENT # 1**  
**TO INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

Between the State of Nevada  
 Acting by and Through its  
 Department of Health and Human Services  
 Division of Public and Behavioral Health

Agency #1 Name:	Community Health Services Program
Address:	727 Fairview Dr., Suite A
City, State, Zip Code:	Carson City, NV 89701
Contact:	Lulleen Lamar
Phone:	775-684-5008
Email:	<a href="mailto:llamar@health.nv.gov">llamar@health.nv.gov</a>

Agency #2 Name:	Lander County
Address:	<del>315 S. Humboldt Street</del> 50 State Route 305
City, State, Zip Code:	Battle Mountain, NV 89406
Contact:	Keith Westengard
Phone:	<del>775-635-5738</del> 775 635-2885
Email:	<a href="mailto:kwestengard@landercountynv.org">kwestengard@landercountynv.org</a>

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract dated November 14, 2017, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

- A. The purpose of this amendment is to set forth the assessed cost per month of \$918.33 with total annual charge not to exceed \$11,020.00 per year. The contract shall not exceed **\$54,080.00** for the full contract period. This amendment also extends the termination date from June 30, 2019 to **June 30, 2021**.

**Current Contract Language:**

3. **CONTRACT TERM.** This Contract shall be effective July 1, 2017 through June 30, 2019 unless sooner terminated by either party as set forth in this Contract

7. **CONSIDERATION.** Lander County agrees to provide the services set forth in paragraph (6), at a cost of \$918.33 per month. Additionally, infectious diseases or outbreaks which occur in the County will be billed at actual cost per occurrence for the term of the contract estimated to be \$10,000.00 for the contract period. The total contract not to exceed amount is \$32,040.00. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

**Amended Contract Language:**

3. **CONTRACT TERM.** This Contract shall be effective July 1, 2017 through **June 30, 2021** unless sooner terminated by either party as set forth in this Contract.



7. **CONSIDERATION.** Lander County agrees to provide the services set forth in paragraph (6), for public at a cost of \$918.33 per month with the total base Contract not to exceed \$11,020.00 per State Fiscal Year (SFY)18 and 19 and a cost of \$918.33 per month with the total contract not to exceed \$11,020.00 for SFY 20 and 21. Infectious diseases or outbreaks which occur in the County will be billed at actual cost per occurrence for the term of the contract estimated to be \$10,000.00 for the contract period. **The total contract not to exceed amount is \$54,080.00.** Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.
2. **INCORPORATED DOCUMENTS.** ATTACHMENT A: SCOPE OF WORK – Revised 11/30/2018 and Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

\_\_\_\_\_  
Lander County Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lander County Representative Title

\_\_\_\_\_  
for Julie Kotchevar, PhD.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator,  
Division of Public and Behavioral Health  
Title

\_\_\_\_\_  
for Richard Whitley, MS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director,  
Department of Health and Human Services  
Title

\_\_\_\_\_  
Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: \_\_\_\_\_

\_\_\_\_\_  
Date

Approved as to form by:

On: \_\_\_\_\_

\_\_\_\_\_  
Deputy Attorney General for Attorney General

\_\_\_\_\_  
Date

**ATTACHMENT A: SCOPE OF WORK revised**  
**11/30/2018**

Contract #: C 16126-1

Description of services, deliverables and reimbursement

The **Division of Public and Behavioral Health**, hereinafter referred to as **DPBH**, recognizes the benefit of collaborating partnerships with public and private agencies to improve the quality of life, quality of health, and the delivery of social services in rural and frontier counties. As a collaborating partner with **Lander County**, hereinafter referred to as the **County**, **DPBH** supports the provision of public health services to meet the health needs of rural and frontier communities. **Community Health Services**, hereinafter referred to as **CHS**, will work in collaboration with the County to manage infectious diseases (NRS 439, 439.350, 439.360, and 441A).

1. CHS agrees to the following:

- 1.1. CHS will assess the **partial** cost for the provision of public health services, provided in accordance with NRS 439 and 441A, to and within the County (NRS 439.4905).
- 1.2. This contractual agreement does not include the following public health services:
  - 1.2.1. NRS 444 – Sanitation,
  - 1.2.2. NRS 446 – Food Establishments, and
  - 1.2.3. NRS 583 – Meat, Fish, Produce, Poultry and Eggs.
- 1.3. CHS will make efforts to reduce the assessed cost of **mandatory** public health services provided to and within the County through the acquisition of grants, and sub-grants. CHS does not guarantee the continued cost offset of any grants, or sub-grants.
- 1.4. CHS will provide for the payment of all salary and fringe benefits to support rural epidemiology, public health emergency preparedness, and the Community Health Nursing (CHN) program **as funding is available**.
- 1.5. CHS will provide a contact person for all matters relating to this contract.
- 1.6. CHS will provide management and clinical supervision; oversee billings, accounts receivables, medication and supply inventory; and ensure federal, state and grant regulatory compliance.
- 1.7. CHS will follow Health Insurance Portability and Accountability Act (HIPAA) laws and regulations.
- 1.8. Invoice and Updates
  - 1.8.1. CHS will provide monthly invoices.
  - 1.8.2. CHS will provide quarterly reports to include revenues collected, and services provided to the County for public health services.
  - 1.8.3. CHS will provide annual written updates to the County for public and behavioral health services provided.
  - 1.8.4. CHS will meet annually face-to-face with the County for updates on public and behavioral health services. Updates may be at county commissioner meetings, county board of health meetings, or any venue requested by the County.
- 1.9. **Mandatory Public Health Services**
  - 1.9.1. **Public Health Preparedness (PHP):** CHS will provide the following public health preparedness services (NRS 439 and 441A).
    - 1.9.1.1 Management of Infectious Diseases
    - 1.9.1.2. Epidemiology: CHS will:
      - 1.9.1.2.1. Provide syndromic reporting and surveillance to monitor

- infectious diseases (NRS 441A.125).
- 1.9.1.2.2. Report, investigate, and conduct contact tracing for occurrences of infectious diseases (NRS 441A.150 and 441A.160/163/165/166/167/169).
  - 1.9.1.2.3. Submit weekly reports, in the case of infectious diseases, to the Chief Medical Officer (441A.170).
  - 1.9.1.2.4. Notify the principal, director or other person in charge of the school, child care facility, medical facility or correctional facility to prevent the spread of the disease (441A.190).
  - 1.9.1.3. Vaccine Clinics: CHS will provide vaccine clinics as necessary for outbreaks of infectious diseases.
  - 1.9.1.4. Rabies Virus for human exposure:
    - 1.9.1.4.1. CHS will assist Animal Control and the County Health Officer with the appropriate intervention and coordination of treatment.
    - 1.9.1.4.2. CHS will not inoculate quarantine, impound, or euthanize animals.
    - 1.9.1.4.3. CHS will not provide prophylaxis care to post rabies exposure.
  - 1.9.1.5. Sexually Transmitted Diseases (STD): CHS will work collaboratively with the County to control, prevent, and treat sexually transmitted diseases (NRS 441A.240).  
CHS will:
    - 1.9.1.5.1. Provide testing and treatment of cases and contacts of STDs on behalf of the County as required by NRS 441A.120.
    - 1.9.1.5.2. Provide testing, screening and treatment of sexually transmitted diseases (STDs) on behalf of the county to meet the County's requirement under NRS 441A.120.
    - 1.9.1.5.3. In the event of an STD outbreak, CHS will provide the County an itemized invoice documenting the testing, screening and treatment of STDs for patients. Itemized information will include; billing number, date of service, CPT and ICD-10 codes, full cost, any applied patient payments and the total amount invoiced.
  - 1.9.1.6. Tuberculosis: CHS will work collaboratively with the County to control, prevent, and treat tuberculosis (NRS 441A.340).  
CHS will:
    - 1.9.1.6.1. Take measures to test, screen, control, prevent the spread of, and ensure the treatment of infectious tuberculosis.
    - 1.9.1.6.2. Conduct interviews and contact tracing (441A.120).
    - 1.9.1.6.3. Coordinate care and treatment for persons with latent tuberculosis infections.
    - 1.9.1.6.4. Provide and/or ensure direct and/or remote observation therapy for persons with active tuberculosis infections.
    - 1.9.1.6.5. Provide the testing, screening and treatment of tuberculosis (TB) on behalf of the County to meet the county's requirement under NRS 441A.120.
    - 1.9.1.6.6. In the event of a Tuberculosis outbreak, CHS will provide to the County itemized invoices documenting the testing, screening and treatment of TB for patients. Itemized information will include;

billing number, date of service, CPT and ICD-10 codes, full cost, any applied patient payments and the total amount invoiced.

1.9.1.7. Isolation and/or Quarantine: CHS will not isolate and/or quarantine people with infectious diseases (NRS 439.360).

1.9.1.8. Public Health Emergency Preparedness: CHS will support public health emergencies through collaboration with County Health Officers, and Local Emergency Planning Committee (LEPC) (NRS 439.950 thru 439.983).

1.9.1.8.1. CHS will participate in emergency management meetings, drills, and related events.

1.10. **Community Health Nursing (CHN):** CHS will provide:

1.10.1. **A .25 Full Time Equivalent (10 hours per week) registered nurse;**

1.10.2. If the nursing position becomes vacant, CHS will provide a temporary registered nurse until the position is filled.

1.10.2.2. Clinical supervision and collaboration;

1.10.2.3. Maintain patient records; and

1.10.3. Nursing Services: Nursing Services shall include the following:

1.10.3.2. Promote the public health of the citizens of the **County**;

1.10.3.3. Provide public health education and counseling services for the individual and the community **related to infectious diseases**;

1.10.3.4. Provide assessments of the public health status of individuals and families through infectious disease health screenings;

1.10.3.5. Work collaboratively with county school district, board of health, and community partners on public health matters.

1.11. **Discretionary Health Services:**

1.11.1. **Family Planning Services:** CHS will provide preconception and conception counseling, contraception; pregnancy testing and counseling; and sexually transmitted disease (STD) screening and treatment services **as funding is available**.

1.11.2. **SBIRT Services:** CHS will provide Screening, Brief Intervention, and Referral to Treatment services for individuals with substance use disorders and those at risk of developing a disorder **as funding is available**.

1.11.3. **Immunization Services:** CHS will provide vaccines for children and adult populations that are not insured or are under-insured, thereby making them eligible for free services under the Immunize Nevada Programs as funding remains available.

1.13. **Equipment and Supplies:** CHS will provide telephones, computers, electronic health records (EHR), office equipment and supplies, and vehicles. r

1.14. **Travel:** CHS will cover the cost of travel by CHS employees and County employees to meet DPBH/CHS operational needs.

2. The County agrees to the following for the duration of the contract period:

2.1. The County will follow Health Insurance Portability and Accountability Act (HIPAA) laws and regulations.

2.2. The County will provide suitable office space, mutually acceptable to the County and to the State, for the performance of community health nursing services, laboratory functions (to include a sink), storage of files and records, and related administrative functions.

2.2.1. Space must include, at a minimum, lighting sufficient to perform general office duties with heating and cooling as appropriate for climate and time of year.

- 2.2.2. Any space provided must meet all applicable Federal, State and County statutes, regulations, and ordinances. The space will meet all American with Disabilities Act (ADA) requirements. Once suitable space has been established, it may be changed only upon 30 days prior written notice to the DPBH, unless otherwise agreed to by both parties. Any subsequent space must meet the terms of this paragraph.
- 2.2.3. Any space provided must meet all applicable State and County fire and safety regulations. Services will include weather related functions (for example: prompt removal of snow from parking lots and sidewalks). A minimum of one (1) State and County approved fire extinguisher must be installed and an evacuation map posted in the office/clinic facility.
- 2.2.4. In order to provide integrated health care services, clinic space may be utilized for the provision of public and behavioral health services by State employees, DPBH/CHS contract employees, and private providers.
- 2.3. The cost of travel by CHS employees and County employees to meet County operational needs will be the responsibility of the County.
- 2.4. The County will provide staff to perform a broad range of clerical, secretarial, and administrative duties in an assigned clinic.
  - 2.4.1. Duties include but are not limited to: Coordinating care and arranging appointments, billing and fee collection. The collection of program required documentation, the assessment of household income, insurance and qualifying clients for the appropriate application of regulated fee schedules; fee collection at the point of service and daily maintenance of electronic records. Maintaining file records, composing and editing correspondence; data entry; office management; budget monitoring and accounts maintenance; typing and word processing; answering telephones and relaying information; reception; duplicating and distributing materials; ordering and stocking supplies and equipment; receiving, sorting, and delivering mail; reviewing and processing applications, forms and other documents; operating office equipment such as copiers, personal computers, calculators, facsimile machines, printers, and other equipment; participating in clinic staff calls and related trainings; and performing related duties as assigned.
  - 2.4.2. The County must fill the vacancy of their clerical staff within 30 calendar days. In the event the county does not fill the position within 30 calendar days, CHS may hire temporary staff to fill the vacancy. CHS will assess and invoice the full cost of a hiring temporary clerical staff to the County.
  - 2.4.3. The County will provide administrative supervision to county staff. The County will be responsible for all aspects of personnel activities, such as, but not limited to: hiring, affirmative action, employee conduct, attendance and leave, discipline and corrective action, and employee performance appraisals. The County may request the CHS personnel to have input for performance outcomes and recommendations and provide work direction to county employees, student nurses, and volunteers, as assigned.
    - 2.4.3.1 The County will provide a supervisor contact to CHS for communication related to duties outlined in 2.4.1.; and any employee deficiency related to those duties that need improvement or correction.
- 2.5. The County will coordinate the disposal of hazardous medical waste in accordance with Federal, State, and local definitions and guidelines.
- 2.6. The County will provide DPBH, prior to the start of the contract and annually thereafter, on or before July 1st of each year, evidence of liability insurance on each facility to be used as office space for the performance of services by the community health nurse. The contractor also agrees to include the State as an additional insured on each such liability

- policy.
- 2.7. The County will seek and obtain funding to cover the actual costs of public health services for subsequent years (NRS 439.4905).
- 2.8. Outbreaks, Epidemics and Pandemics.
- 2.8.1. The County will provide payment upon receipt of an itemized invoice for services provided during outbreaks, epidemics and pandemics as declared by State Health Officer.
- 2.8.2. The County will pay for the testing, screening and treatment of infectious diseases as the costs are incurred by the State.
- 2.8.2.2. Billable costs associated to the testing, screening and treatment of infectious diseases are not included in the County's assessed contract rate.
- 2.8.2.3. Billable costs include, but not limited to, all costs of providing services for the testing, screening and treatment of tuberculosis TB and STDs for self-pay Community Health Nursing (CHN) clients.
- 2.8.2.4. Billable costs include, but not limited to: travel, lab testing, medical supplies and pharmaceuticals.
- 2.8.3. The County will seek and obtain funding to cover the actual costs of these services for subsequent years.
- 2.8.4. The County may request infectious disease reports when readily available.



Lander County	Base Contract Assessed Cost
2018-2019	
<b>Salaries and Benefits</b>	No Clinic
Community Health Nurse II - 9.2% 16 hours per month	\$10,060.00
<b>Travel</b>	
Motorpool	\$960.00
Other Travel	\$0.00
<b>Total Assessed Costs</b>	<b>\$11,020.00</b>

Lander County	Base Contract Assessed Cost
2019-2020	
<b>Salaries and Benefits</b>	No Clinic
Community Health Nurse II - 9.2% 16 hours per month	\$10,060.00
<b>Travel</b>	
Motorpool	\$960.00
Other Travel	\$0.00
<b>Total Assessed Costs</b>	<b>\$11,020.00</b>

Infectious diseases or outbreaks which occur in the County will be billed at actual cost per occurrence for the term of the contract estimated to be \$10,000.00 for the contract period. If no emergencies occur during the contract period this allowance will not be invoiced.

**Total Annual Assessed Costs = \$11,020 x 4 SFY = \$44,080**  
**Emergency Allowance = \$10,000 (contract period)**  
**Total Contract not to Exceed Amount = \$54,080**

**AMENDMENT # 1**  
**TO INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

Between the State of Nevada  
 Acting by and Through its  
 Department of Health and Human Services  
 Division of Public and Behavioral Health

Agency #1 Name:	Community Health Services Program
Address:	727 Fairview Dr., Suite A
City, State, Zip Code:	Carson City, NV 89701
Contact:	Lulleen Lamar
Phone:	775-684-5008
Email:	<a href="mailto:llamar@health.nv.gov">llamar@health.nv.gov</a>

Agency #2 Name:	Lander County
Address:	315 S. Humboldt Street
City, State, Zip Code:	Battle Mountain, NV 89406
Contact:	Keith Westengard
Phone:	775-635-5738
Email:	<a href="mailto:kwestengard@landercountynv.org">kwestengard@landercountynv.org</a>

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract dated November 14, 2017, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

- A. The purpose of this amendment is to set forth the assessed cost per month of \$918.33 with total annual charge not to exceed \$11,020.00 per year. The contract shall not exceed **\$54,080.00** for the full contract period. This amendment also extends the termination date from June 30, 2019 to **June 30, 2021**.

**Current Contract Language:**

3.**CONTRACT TERM.** This Contract shall be effective July 1, 2017 through June 30, 2019 unless sooner terminated by either party as set forth in this Contract

7. **CONSIDERATION.** Lander County agrees to provide the services set forth in paragraph (6), at a cost of \$918.33 per month. Additionally, infectious diseases or outbreaks which occur in the County will be billed at actual cost per occurrence for the term of the contract estimated to be \$10,000.00 for the contract period. The total contract not to exceed amount is \$32,040.00. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

**Amended Contract Language:**

3. **CONTRACT TERM.** This Contract shall be effective July 1, 2017 through **June 30, 2021** unless sooner terminated by either party as set forth in this Contract.

7. **CONSIDERATION.** Lander County agrees to provide the services set forth in paragraph (6), for public at a cost of \$918.33 per month with the total base Contract not to exceed \$11,020.00 per State Fiscal Year (SFY)18 and 19 and a cost of \$918.33 per month with the total contract not to exceed \$11,020.00 for SFY 20 and 21. Infectious diseases or outbreaks which occur in the County will be billed at actual cost per occurrence for the term of the contract estimated to be \$10,000.00 for the contract period. **The total contract not to exceed amount is \$54,080.00.** Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

2. **INCORPORATED DOCUMENTS.** ATTACHMENT A: SCOPE OF WORK – Revised 11/30/2018 and Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

_____ Lander County Representative Signature	_____ Date	_____ Lander County Representative Title
_____ for Julie Kotchevar, PhD.	_____ Date	Administrator, Division of Public and Behavioral Health Title
_____ for Richard Whitley, MS	_____ Date	Director, Department of Health and Human Services Title

\_\_\_\_\_  
Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: \_\_\_\_\_  
Date

Approved as to form by:

On: \_\_\_\_\_  
Date

\_\_\_\_\_  
Deputy Attorney General for Attorney General

**ATTACHMENT A: SCOPE OF WORK revised  
11/30/2018**

Contract #: C 16126-1

Description of services, deliverables and reimbursement

The **Division of Public and Behavioral Health**, hereinafter referred to as **DPBH**, recognizes the benefit of collaborating partnerships with public and private agencies to improve the quality of life, quality of health, and the delivery of social services in rural and frontier counties. As a collaborating partner with **Lander County**, hereinafter referred to as the **County**, **DPBH** supports the provision of public health services to meet the health needs of rural and frontier communities. **Community Health Services**, hereinafter referred to as **CHS**, will work in collaboration with the County to manage infectious diseases (NRS 439, 439.350, 439.360, and 441A).

1. CHS agrees to the following:

- 1.1. CHS will assess the **partial** cost for the provision of public health services, provided in accordance with NRS 439 and 441A, to and within the County (NRS 439.4905).
- 1.2. This contractual agreement does not include the following public health services:
  - 1.2.1. NRS 444 – Sanitation,
  - 1.2.2. NRS 446 – Food Establishments, and
  - 1.2.3. NRS 583 – Meat, Fish, Produce, Poultry and Eggs.
- 1.3. CHS will make efforts to reduce the assessed cost of **mandatory** public health services provided to and within the County through the acquisition of grants, and sub-grants. CHS does not guarantee the continued cost offset of any grants, or sub-grants.
- 1.4. CHS will provide for the payment of all salary and fringe benefits to support rural epidemiology, public health emergency preparedness, and the Community Health Nursing (CHN) program **as funding is available**.
- 1.5. CHS will provide a contact person for all matters relating to this contract.
- 1.6. CHS will provide management and clinical supervision; oversee billings, accounts receivables, medication and supply inventory; and ensure federal, state and grant regulatory compliance.
- 1.7. CHS will follow Health Insurance Portability and Accountability Act (HIPAA) laws and regulations.
- 1.8. Invoice and Updates
  - 1.8.1. CHS will provide monthly invoices.
  - 1.8.2. CHS will provide quarterly reports to include revenues collected, and services provided to the County for public health services.
  - 1.8.3. CHS will provide annual written updates to the County for public and behavioral health services provided.
  - 1.8.4. CHS will meet annually face-to-face with the County for updates on public and behavioral health services. Updates may be at county commissioner meetings, county board of health meetings, or any venue requested by the County.
- 1.9. **Mandatory Public Health Services**
  - 1.9.1. **Public Health Preparedness (PHP):** CHS will provide the following public health preparedness services (NRS 439 and 441A).
    - 1.9.1.1 Management of Infectious Diseases
    - 1.9.1.2. Epidemiology: CHS will:
      - 1.9.1.2.1. Provide syndromic reporting and surveillance to monitor

- infectious diseases (NRS 441A.125).
- 1.9.1.2.2. Report, investigate, and conduct contact tracing for occurrences of infectious diseases (NRS 441A.150 and 441A.160/163/165/166/167/169).
  - 1.9.1.2.3. Submit weekly reports, in the case of infectious diseases, to the Chief Medical Officer (441A.170).
  - 1.9.1.2.4. Notify the principal, director or other person in charge of the school, child care facility, medical facility or correctional facility to prevent the spread of the disease (441A.190).
  - 1.9.1.3. Vaccine Clinics: CHS will provide vaccine clinics as necessary for outbreaks of infectious diseases.
  - 1.9.1.4. Rabies Virus for human exposure:
    - 1.9.1.4.1. CHS will assist Animal Control and the County Health Officer with the appropriate intervention and coordination of treatment.
    - 1.9.1.4.2. CHS will not inoculate quarantine, impound, or euthanize animals.
    - 1.9.1.4.3. CHS will not provide prophylaxis care to post rabies exposure.
  - 1.9.1.5. Sexually Transmitted Diseases (STD): CHS will work collaboratively with the County to control, prevent, and treat sexually transmitted diseases (NRS 441A.240).  
CHS will:
    - 1.9.1.5.1. Provide testing and treatment of cases and contacts of STDs on behalf of the County as required by NRS 441A.120.
    - 1.9.1.5.2. Provide testing, screening and treatment of sexually transmitted diseases (STDs) on behalf of the county to meet the County's requirement under NRS 441A.120.
    - 1.9.1.5.3. In the event of an STD outbreak, CHS will provide the County an itemized invoice documenting the testing, screening and treatment of STDs for patients. Itemized information will include; billing number, date of service, CPT and ICD-10 codes, full cost, any applied patient payments and the total amount invoiced.
  - 1.9.1.6. Tuberculosis: CHS will work collaboratively with the County to control, prevent, and treat tuberculosis (NRS 441A.340).  
CHS will:
    - 1.9.1.6.1. Take measures to test, screen, control, prevent the spread of, and ensure the treatment of infectious tuberculosis.
    - 1.9.1.6.2. Conduct interviews and contact tracing (441A.120).
    - 1.9.1.6.3. Coordinate care and treatment for persons with latent tuberculosis infections.
    - 1.9.1.6.4. Provide and/or ensure direct and/or remote observation therapy for persons with active tuberculosis infections.
    - 1.9.1.6.5. Provide the testing, screening and treatment of tuberculosis (TB) on behalf of the County to meet the county's requirement under NRS 441A.120.
    - 1.9.1.6.6. In the event of a Tuberculosis outbreak, CHS will provide to the County itemized invoices documenting the testing, screening and treatment of TB for patients. Itemized information will include;

billing number, date of service, CPT and ICD-10 codes, full cost, any applied patient payments and the total amount invoiced.

1.9.1.7. Isolation and/or Quarantine: CHS will not isolate and/or quarantine people with infectious diseases (NRS 439.360).

1.9.1.8. Public Health Emergency Preparedness: CHS will support public health emergencies through collaboration with County Health Officers, and Local Emergency Planning Committee (LEPC) (NRS 439.950 thru 439.983).

1.9.1.8.1. CHS will participate in emergency management meetings, drills, and related events.

1.10. **Community Health Nursing (CHN):** CHS will provide:

1.10.1. **A .25 Full Time Equivalent (10 hours per week) registered nurse;**

1.10.2. If the nursing position becomes vacant, CHS will provide a temporary registered nurse until the position is filled.

1.10.2.2. Clinical supervision and collaboration;

1.10.2.3. Maintain patient records; and

1.10.3. Nursing Services: Nursing Services shall include the following:

1.10.3.2. Promote the public health of the citizens of the **County**;

1.10.3.3. Provide public health education and counseling services for the individual and the community **related to infectious diseases**;

1.10.3.4. Provide assessments of the public health status of individuals and families through infectious disease health screenings;

1.10.3.5. Work collaboratively with county school district, board of health, and community partners on public health matters.

1.11. **Discretionary Health Services:**

1.11.1. **Family Planning Services:** CHS will provide preconception and conception counseling, contraception; pregnancy testing and counseling; and sexually transmitted disease (STD) screening and treatment services **as funding is available**.

1.11.2. SBIRT Services: CHS will provide Screening, Brief Intervention, and Referral to Treatment services for individuals with substance use disorders and those at risk of developing a disorder **as funding is available**.

1.11.3. **Immunization Services:** CHS will provide vaccines for children and adult populations that are not insured or are under-insured, thereby making them eligible for free services under the Immunize Nevada Programs as funding remains available.

1.13. Equipment and Supplies: CHS will provide telephones, computers, electronic health records (EHR), office equipment and supplies, and vehicles.

1.14. Travel: CHS will cover the cost of travel by CHS employees and County employees to meet DPBH/CHS operational needs.

2. The County agrees to the following for the duration of the contract period:

2.1. The County will follow Health Insurance Portability and Accountability Act (HIPAA) laws and regulations.

2.2. The County will provide suitable office space, mutually acceptable to the County and to the State, for the performance of community health nursing services, laboratory functions (to include a sink), storage of files and records, and related administrative functions.

2.2.1. Space must include, at a minimum, lighting sufficient to perform general office duties with heating and cooling as appropriate for climate and time of year.



- 2.2.2. Any space provided must meet all applicable Federal, State and County statutes, regulations, and ordinances. The space will meet all American with Disabilities Act (ADA) requirements. Once suitable space has been established, it may be changed only upon 30 days prior written notice to the DPBH, unless otherwise agreed to by both parties. Any subsequent space must meet the terms of this paragraph.
- 2.2.3. Any space provided must meet all applicable State and County fire and safety regulations. Services will include weather related functions (for example: prompt removal of snow from parking lots and sidewalks). A minimum of one (1) State and County approved fire extinguisher must be installed and an evacuation map posted in the office/clinic facility.
- 2.2.4. In order to provide integrated health care services, clinic space may be utilized for the provision of public and behavioral health services by State employees, DPBH/CHS contract employees, and private providers.
- 2.3. The cost of travel by CHS employees and County employees to meet County operational needs will be the responsibility of the County.
- 2.4. The **County** will provide staff to perform a broad range of clerical, secretarial, and administrative duties in an assigned clinic.
  - 2.4.1. Duties include but are not limited to: Coordinating care and arranging appointments, billing and fee collection. The collection of program required documentation, the assessment of household income, insurance and qualifying clients for the appropriate application of regulated fee schedules; fee collection at the point of service and daily maintenance of electronic records. Maintaining file records, composing and editing correspondence; data entry; office management; budget monitoring and accounts maintenance; typing and word processing; answering telephones and relaying information; reception; duplicating and distributing materials; ordering and stocking supplies and equipment; receiving, sorting, and delivering mail; reviewing and processing applications, forms and other documents; operating office equipment such as copiers, personal computers, calculators, facsimile machines, printers, and other equipment; participating in clinic staff calls and related trainings; and performing related duties as assigned.
  - 2.4.2. The **County** must fill the vacancy of their clerical staff within 30 calendar days. In the event the county does not fill the position within 30 calendar days, **CHS** may hire temporary staff to fill the vacancy. **CHS** will assess and invoice the full cost of a hiring temporary clerical staff to the **County**.
  - 2.4.3. The **County** will provide administrative supervision to county staff. The **County** will be responsible for all aspects of personnel activities, such as, but not limited to: hiring, affirmative action, employee conduct, attendance and leave, discipline and corrective action, and employee performance appraisals. The **County** may request the **CHS** personnel to have input for performance outcomes and recommendations and provide work direction to county employees, student nurses, and volunteers, as assigned.
    - 2.4.3.1 The **County** will provide a supervisor contact to **CHS** for communication related to duties outlined in 2.4.1.; and any employee deficiency related to those duties that need improvement or correction.
- 2.5. The County will coordinate the disposal of hazardous medical waste in accordance with Federal, State, and local definitions and guidelines.
- 2.6. The County will provide DPBH, prior to the start of the contract and annually thereafter, on or before July 1st of each year, evidence of liability insurance on each facility to be used as office space for the performance of services by the community health nurse. The contractor also agrees to include the State as an additional insured on each such liability

- policy.
- 2.7. The County will seek and obtain funding to cover the actual costs of public health services for subsequent years (NRS 439.4905).
- 2.8. Outbreaks, Epidemics and Pandemics.
- 2.8.1. The County will provide payment upon receipt of an itemized invoice for services provided during outbreaks, epidemics and pandemics as declared by State Health Officer.
- 2.8.2. The County will pay for the testing, screening and treatment of infectious diseases as the costs are incurred by the State.
- 2.8.2.2. Billable costs associated to the testing, screening and treatment of infectious diseases are not included in the County's assessed contract rate.
- 2.8.2.3. Billable costs include, but not limited to, all costs of providing services for the testing, screening and treatment of tuberculosis TB and STDs for self-pay Community Health Nursing (CHN) clients.
- 2.8.2.4. Billable costs include, but not limited to: travel, lab testing, medical supplies and pharmaceuticals.
- 2.8.3. The County will seek and obtain funding to cover the actual costs of these services for subsequent years.
- 2.8.4. The County may request infectious disease reports when readily available.

Wilder County	Base Contract Assessed Cost
2018-2019	
<b>Salaries and Benefits</b>	No Clinic
Community Health Nurse II - 9.2% 16 hours per month	\$10,060.00
<b>Travel</b>	
Motorpool	\$960.00
Other Travel	\$0.00
<b>Total Assessed Costs</b>	<b>\$11,020.00</b>

Wilder County	Base Contract Assessed Cost
2019-2020	
<b>Salaries and Benefits</b>	No Clinic
Community Health Nurse II - 9.2% 16 hours per month	\$10,060.00
<b>Travel</b>	
Motorpool	\$960.00
Other Travel	\$0.00
<b>Total Assessed Costs</b>	<b>\$11,020.00</b>

Infectious diseases or outbreaks which occur in the County will be billed at actual cost per occurrence for the term of the contract estimated to be \$10,000.00 for the contract period. If no emergencies occur during the contract period this allowance will not be invoiced.

**Total Annual Assessed Costs = \$11,020 x 4 SFY = \$44,080**

**Emergency Allowance = \$10,000 (contract period)**

**Total Contract not to Exceed Amount = \$54,080**

**AMENDMENT # 1**  
**TO INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

Between the State of Nevada  
 Acting by and Through its  
 Department of Health and Human Services  
 Division of Public and Behavioral Health

Agency #1 Name:	<b>Community Health Services Program</b>
Address:	<b>727 Fairview Dr., Suite A</b>
City, State, Zip Code:	<b>Carson City, NV 89701</b>
Contact:	<b>Lulleen Lamar</b>
Phone:	<b>775-684-5008</b>
Email:	<a href="mailto:llamar@health.nv.gov">llamar@health.nv.gov</a>

Agency #2 Name:	<b>Lander County</b>
Address:	<b>315 S. Humboldt Street</b>
City, State, Zip Code:	<b>Battle Mountain, NV 89406</b>
Contact:	<b>Keith Westengard</b>
Phone:	<b>775-635-5738</b>
Email:	<a href="mailto:kwestengard@landercountynv.org">kwestengard@landercountynv.org</a>

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract dated November 14, 2017, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:
- A. The purpose of this amendment is to set forth the assessed cost per month of \$918.33 with total annual charge not to exceed \$11,020.00 per year. The contract shall not exceed **\$54,080.00** for the full contract period. This amendment also extends the termination date from June 30, 2019 to **June 30, 2021**.

**Current Contract Language:**

3. **CONTRACT TERM.** This Contract shall be effective July 1, 2017 through June 30, 2019 unless sooner terminated by either party as set forth in this Contract

7. **CONSIDERATION.** Lander County agrees to provide the services set forth in paragraph (6), at a cost of \$918.33 per month. Additionally, infectious diseases or outbreaks which occur in the County will be billed at actual cost per occurrence for the term of the contract estimated to be \$10,000.00 for the contract period. The total contract not to exceed amount is \$32,040.00. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

**Amended Contract Language:**

3. **CONTRACT TERM.** This Contract shall be effective July 1, 2017 through **June 30, 2021** unless sooner terminated by either party as set forth in this Contract.

7. **CONSIDERATION.** Lander County agrees to provide the services set forth in paragraph (6), for public at a cost of \$918.33 per month with the total base Contract not to exceed \$11,020.00 per State Fiscal Year (SFY)18 and 19 and a cost of \$918.33 per month with the total contract not to exceed \$11,020.00 for SFY 20 and 21. Infectious diseases or outbreaks which occur in the County will be billed at actual cost per occurrence for the term of the contract estimated to be \$10,000.00 for the contract period. **The total contract not to exceed amount is \$54,080.00.** Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.
2. **INCORPORATED DOCUMENTS.** ATTACHMENT A: SCOPE OF WORK – Revised 11/30/2018 and Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

\_\_\_\_\_  
Lander County Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lander County Representative Title

\_\_\_\_\_  
for Julie Kotchevar, PhD.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator,  
Division of Public and Behavioral Health  
Title

\_\_\_\_\_  
for Richard Whitley, MS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director,  
Department of Health and Human Services  
Title

\_\_\_\_\_  
Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: \_\_\_\_\_

\_\_\_\_\_  
Date

Approved as to form by:

On: \_\_\_\_\_

\_\_\_\_\_  
Deputy Attorney General for Attorney General

\_\_\_\_\_  
Date

**ATTACHMENT A: SCOPE OF WORK revised  
11/30/2018**

Contract #: C 16126-1

Description of services, deliverables and reimbursement

The **Division of Public and Behavioral Health**, hereinafter referred to as **DPBH**, recognizes the benefit of collaborating partnerships with public and private agencies to improve the quality of life, quality of health, and the delivery of social services in rural and frontier counties. As a collaborating partner with **Lander County**, hereinafter referred to as the **County**, **DPBH** supports the provision of public health services to meet the health needs of rural and frontier communities. **Community Health Services**, hereinafter referred to as **CHS**, will work in collaboration with the County to manage infectious diseases (NRS 439, 439.350, 439.360, and 441A).

1. CHS agrees to the following:

- 1.1. CHS will assess the **partial** cost for the provision of public health services, provided in accordance with NRS 439 and 441A, to and within the County (NRS 439.4905).
- 1.2. This contractual agreement does not include the following public health services:
  - 1.2.1. NRS 444 – Sanitation,
  - 1.2.2. NRS 446 – Food Establishments, and
  - 1.2.3. NRS 583 – Meat, Fish, Produce, Poultry and Eggs.
- 1.3. CHS will make efforts to reduce the assessed cost of **mandatory** public health services provided to and within the County through the acquisition of grants, and sub-grants. CHS does not guarantee the continued cost offset of any grants, or sub-grants.
- 1.4. CHS will provide for the payment of all salary and fringe benefits to support rural epidemiology, public health emergency preparedness, and the Community Health Nursing (CHN) program **as funding is available**.
- 1.5. CHS will provide a contact person for all matters relating to this contract.
- 1.6. CHS will provide management and clinical supervision; oversee billings, accounts receivables, medication and supply inventory; and ensure federal, state and grant regulatory compliance.
- 1.7. CHS will follow Health Insurance Portability and Accountability Act (HIPAA) laws and regulations.
- 1.8. Invoice and Updates
  - 1.8.1. CHS will provide monthly invoices.
  - 1.8.2. CHS will provide quarterly reports to include revenues collected, and services provided to the County for public health services.
  - 1.8.3. CHS will provide annual written updates to the County for public and behavioral health services provided.
  - 1.8.4. CHS will meet annually face-to-face with the County for updates on public and behavioral health services. Updates may be at county commissioner meetings, county board of health meetings, or any venue requested by the County.
- 1.9. **Mandatory Public Health Services**
  - 1.9.1. **Public Health Preparedness (PHP):** CHS will provide the following public health preparedness services (NRS 439 and 441A).
    - 1.9.1.1 Management of Infectious Diseases
    - 1.9.1.2. Epidemiology: CHS will:
      - 1.9.1.2.1. Provide syndromic reporting and surveillance to monitor



- infectious diseases (NRS 441A.125).
- 1.9.1.2.2. Report, investigate, and conduct contact tracing for occurrences of infectious diseases (NRS 441A.150 and 441A.160/163/165/166/167/169).
  - 1.9.1.2.3. Submit weekly reports, in the case of infectious diseases, to the Chief Medical Officer (441A.170).
  - 1.9.1.2.4. Notify the principal, director or other person in charge of the school, child care facility, medical facility or correctional facility to prevent the spread of the disease (441A.190).
- 1.9.1.3. Vaccine Clinics: CHS will provide vaccine clinics as necessary for outbreaks of infectious diseases.
- 1.9.1.4. Rabies Virus for human exposure:
- 1.9.1.4.1. CHS will assist Animal Control and the County Health Officer with the appropriate intervention and coordination of treatment.
  - 1.9.1.4.2. CHS will not inoculate quarantine, impound, or euthanize animals.
  - 1.9.1.4.3. CHS will not provide prophylaxis care to post rabies exposure.
- 1.9.1.5. Sexually Transmitted Diseases (STD): CHS will work collaboratively with the County to control, prevent, and treat sexually transmitted diseases (NRS 441A.240).
- CHS will:
- 1.9.1.5.1. Provide testing and treatment of cases and contacts of STDs on behalf of the County as required by NRS 441A.120.
  - 1.9.1.5.2. Provide testing, screening and treatment of sexually transmitted diseases (STDs) on behalf of the county to meet the County's requirement under NRS 441A.120.
  - 1.9.1.5.3. In the event of an STD outbreak, CHS will provide the County an itemized invoice documenting the testing, screening and treatment of STDs for patients. Itemized information will include; billing number, date of service, CPT and ICD-10 codes, full cost, any applied patient payments and the total amount invoiced.
- 1.9.1.6. Tuberculosis: CHS will work collaboratively with the County to control, prevent, and treat tuberculosis (NRS 441A.340).
- CHS will:
- 1.9.1.6.1. Take measures to test, screen, control, prevent the spread of, and ensure the treatment of infectious tuberculosis.
  - 1.9.1.6.2. Conduct interviews and contact tracing (441A.120).
  - 1.9.1.6.3. Coordinate care and treatment for persons with latent tuberculosis infections.
  - 1.9.1.6.4. Provide and/or ensure direct and/or remote observation therapy for persons with active tuberculosis infections.
  - 1.9.1.6.5. Provide the testing, screening and treatment of tuberculosis (TB) on behalf of the County to meet the county's requirement under NRS 441A.120.
  - 1.9.1.6.6. In the event of a Tuberculosis outbreak, CHS will provide to the County itemized invoices documenting the testing, screening and treatment of TB for patients. Itemized information will include;

billing number, date of service, CPT and ICD-10 codes, full cost, any applied patient payments and the total amount invoiced.

1.9.1.7. Isolation and/or Quarantine: CHS will not isolate and/or quarantine people with infectious diseases (NRS 439.360).

1.9.1.8. Public Health Emergency Preparedness: CHS will support public health emergencies through collaboration with County Health Officers, and Local Emergency Planning Committee (LEPC) (NRS 439.950 thru 439.983).

1.9.1.8.1. CHS will participate in emergency management meetings, drills, and related events.

1.10. **Community Health Nursing (CHN):** CHS will provide:

1.10.1. **A .25 Full Time Equivalent (10 hours per week) registered nurse;**

1.10.2. If the nursing position becomes vacant, CHS will provide a temporary registered nurse until the position is filled.

1.10.2.2. Clinical supervision and collaboration;

1.10.2.3. Maintain patient records; and

1.10.3. Nursing Services: Nursing Services shall include the following:

1.10.3.2. Promote the public health of the citizens of the **County**;

1.10.3.3. Provide public health education and counseling services for the individual and the community **related to infectious diseases**;

1.10.3.4. Provide assessments of the public health status of individuals and families through infectious disease health screenings;

1.10.3.5. Work collaboratively with county school district, board of health, and community partners on public health matters.

1.11. **Discretionary Health Services:**

1.11.1. **Family Planning Services:** CHS will provide preconception and conception counseling, contraception; pregnancy testing and counseling; and sexually transmitted disease (STD) screening and treatment services **as funding is available**.

1.11.2. SBIRT Services: CHS will provide Screening, Brief Intervention, and Referral to Treatment services for individuals with substance use disorders and those at risk of developing a disorder **as funding is available**.

1.11.3. **Immunization Services:** CHS will provide vaccines for children and adult populations that are not insured or are under-insured, thereby making them eligible for free services under the Immunize Nevada Programs as funding remains available.

1.13. Equipment and Supplies: CHS will provide telephones, computers, electronic health records (EHR), office equipment and supplies, and vehicles.

1.14. Travel: CHS will cover the cost of travel by CHS employees and County employees to meet DPBH/CHS operational needs.

2. The County agrees to the following for the duration of the contract period:

2.1. The County will follow Health Insurance Portability and Accountability Act (HIPAA) laws and regulations.

2.2. The County will provide suitable office space, mutually acceptable to the County and to the State, for the performance of community health nursing services, laboratory functions (to include a sink), storage of files and records, and related administrative functions.

2.2.1. Space must include, at a minimum, lighting sufficient to perform general office duties with heating and cooling as appropriate for climate and time of year.

- 2.2.2. Any space provided must meet all applicable Federal, State and County statutes, regulations, and ordinances. The space will meet all American with Disabilities Act (ADA) requirements. Once suitable space has been established, it may be changed only upon 30 days prior written notice to the DPBH, unless otherwise agreed to by both parties. Any subsequent space must meet the terms of this paragraph.
- 2.2.3. Any space provided must meet all applicable State and County fire and safety regulations. Services will include weather related functions (for example: prompt removal of snow from parking lots and sidewalks). A minimum of one (1) State and County approved fire extinguisher must be installed and an evacuation map posted in the office/clinic facility.
- 2.2.4. In order to provide integrated health care services, clinic space may be utilized for the provision of public and behavioral health services by State employees, DPBH/CHS contract employees, and private providers.
- 2.3. The cost of travel by CHS employees and County employees to meet County operational needs will be the responsibility of the County.
- 2.4. The **County** will provide staff to perform a broad range of clerical, secretarial, and administrative duties in an assigned clinic.
  - 2.4.1. Duties include but are not limited to: Coordinating care and arranging appointments, billing and fee collection. The collection of program required documentation, the assessment of household income, insurance and qualifying clients for the appropriate application of regulated fee schedules; fee collection at the point of service and daily maintenance of electronic records. Maintaining file records, composing and editing correspondence; data entry; office management; budget monitoring and accounts maintenance; typing and word processing; answering telephones and relaying information; reception; duplicating and distributing materials; ordering and stocking supplies and equipment; receiving, sorting, and delivering mail; reviewing and processing applications, forms and other documents; operating office equipment such as copiers, personal computers, calculators, facsimile machines, printers, and other equipment; participating in clinic staff calls and related trainings; and performing related duties as assigned.
  - 2.4.2. The **County** must fill the vacancy of their clerical staff within 30 calendar days. In the event the county does not fill the position within 30 calendar days, **CHS** may hire temporary staff to fill the vacancy. **CHS** will assess and invoice the full cost of a hiring temporary clerical staff to the **County**.
  - 2.4.3. The **County** will provide administrative supervision to county staff. The **County** will be responsible for all aspects of personnel activities, such as, but not limited to: hiring, affirmative action, employee conduct, attendance and leave, discipline and corrective action, and employee performance appraisals. The **County** may request the **CHS** personnel to have input for performance outcomes and recommendations and provide work direction to county employees, student nurses, and volunteers, as assigned.
    - 2.4.3.1 The **County** will provide a supervisor contact to **CHS** for communication related to duties outlined in 2.4.1.; and any employee deficiency related to those duties that need improvement or correction.
- 2.5. The County will coordinate the disposal of hazardous medical waste in accordance with Federal, State, and local definitions and guidelines.
- 2.6. The County will provide DPBH, prior to the start of the contract and annually thereafter, on or before July 1st of each year, evidence of liability insurance on each facility to be used as office space for the performance of services by the community health nurse. The contractor also agrees to include the State as an additional insured on each such liability

- policy.
- 2.7. The County will seek and obtain funding to cover the actual costs of public health services for subsequent years (NRS 439.4905).
  - 2.8. Outbreaks, Epidemics and Pandemics.
    - 2.8.1. The County will provide payment upon receipt of an itemized invoice for services provided during outbreaks, epidemics and pandemics as declared by State Health Officer.
    - 2.8.2. The County will pay for the testing, screening and treatment of infectious diseases as the costs are incurred by the State.
      - 2.8.2.2. Billable costs associated to the testing, screening and treatment of infectious diseases are not included in the County's assessed contract rate.
      - 2.8.2.3. Billable costs include, but not limited to, all costs of providing services for the testing, screening and treatment of tuberculosis TB and STDs for self-pay Community Health Nursing (CHN) clients.
      - 2.8.2.4. Billable costs include, but not limited to: travel, lab testing, medical supplies and pharmaceuticals.
    - 2.8.3. The County will seek and obtain funding to cover the actual costs of these services for subsequent years.
    - 2.8.4. The County may request infectious disease reports when readily available.

Lander County	Base Contract Assessed Cost
2018-2019	
<b>Salaries and Benefits</b>	No Clinic
Community Health Nurse II - 9.2%	
16 hours per month	\$10,060.00
<b>Travel</b>	
Motorpool	\$960.00
Other Travel	\$0.00
<b>Total Assessed Costs</b>	<b>\$11,020.00</b>

Lander County	Base Contract Assessed Cost
2019-2020	
<b>Salaries and Benefits</b>	No Clinic
Community Health Nurse II - 9.2%	
16 hours per month	\$10,060.00
<b>Travel</b>	
Motorpool	\$960.00
Other Travel	\$0.00
<b>Total Assessed Costs</b>	<b>\$11,020.00</b>

Infectious diseases or outbreaks which occur in the County will be billed at actual cost per occurrence for the term of the contract estimated to be \$10,000.00 for the contract period. If no emergencies occur during the contract period this allowance will not be invoiced.

**Total Annual Assessed Costs = \$11,020 x 4 SFY = \$44,080**

**Emergency Allowance = \$10,000 (contract period)**

**Total Contract not to Exceed Amount = \$54,080**

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number \_\_10\_\_

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

Public Comment:

Background:

Recommended Action:



1. NWTRB Workshop on Repository Science and Operations from International Underground Research Laboratory Collaborations.
2. United States Department of the Interior offer of 123 parcels totaling 264076 acres in the Battle Mountain District.
3. Nevada Division of Environmental Protection Remedial Design Report Broadway Colt Service Center.
4. United States Department of the Interior EA for Lazy Old Men Mining Company L.L.C for public review and comment.
5. United States Department of the Interior affected allotments from fire closure decisions in the Elko District.



**UNITED STATES  
NUCLEAR WASTE TECHNICAL REVIEW BOARD  
2300 Clarendon Boulevard, Suite 1300  
Arlington, VA 22201-3367**

*March 7, 2019  
For Immediate Release*

*Karyn D. Severson  
External Affairs*

**NWTRB to Hold Workshop on Recent Advances in Repository  
Science and Operations from International Underground Research  
Laboratory Collaborations**

The U.S. Nuclear Waste Technical Review Board will hold a workshop on Wednesday, April 24, and Thursday, April 25, 2019, on recent advances in repository science and operations from international underground research laboratory (URL) collaborations. Several countries, including Belgium, Canada, Finland, France, Germany, Japan, Korea, Sweden, Switzerland, and the United States, have operated URLs to support the development of deep geologic repositories for the disposal of high-level radioactive waste (HLW) and spent nuclear fuel (SNF). URLs enable research and technology development activities to be conducted under conditions prototypical of repository environments. The workshop objectives are to review DOE research and development (R&D) activities that are underway or planned and to elicit information that will be useful to the Board in its review and to DOE in its implementation of those R&D activities. The discussions of international experiences will focus on unique learning opportunities and recent advances in the scientific understanding of the long-term performance, and the technology and operation, of geologic repositories for HLW and SNF based on studies that have been performed in URLs.

The workshop will be held at the Embassy Suites San Francisco Airport – Waterfront, 150 Anza Blvd., Burlingame, CA 94010. The hotel telephone number is (650) 342-4600.

The workshop will begin on Wednesday, April 24, at 8:00 a.m. with a series of presentations on international URL programs, including those in France, Sweden, Switzerland, and the United Kingdom. These presentations will be followed by a facilitated panel discussion regarding international URL programs. Then DOE representatives will make a presentation giving an overview of DOE's geologic disposal R&D program and its integration with international URL research. The rest of the two-day workshop will include presentations on DOE's URL-related R&D activities, focusing on natural barriers, engineered barrier integrity, hydrologic flow and radionuclide transport, and integrated system behavior. A poster session is

PRL212VF

scheduled immediately following the last presentation on the first day of the workshop. On the second day of the workshop, a final plenary session will identify key issues and lessons learned from URL R&D programs. The workshop is scheduled to end at approximately 5:00 p.m. on Thursday, April 25.

The workshop will be open to the public, and opportunities for public comment will be provided before the end of each day. Those wanting to speak are encouraged to sign the Public Comment Register at the check-in table; those wishing to speak will do so in the order in which they signed up. Depending on the number of people who sign up to speak, it may be necessary to set a time limit on individual remarks. However, written comments of any length may be submitted, and all comments received in writing will be included in the record of the workshop, which will be posted on the Board's website. The workshop will be webcast, and the link to the webcast will be available on the Board's website ([www.nwtrb.gov](http://www.nwtrb.gov)) a few days before the workshop. An archived version of the webcast will be available on the Board's website following the workshop. The transcript of the workshop will be available on the Board's website by July 31, 2019.

The Board was established in the Nuclear Waste Policy Amendments Act of 1987 as an independent federal agency in the Executive Branch to evaluate the technical and scientific validity of DOE activities related to the management and disposal of SNF and HLW and to provide objective expert advice to Congress and the Secretary of Energy on these issues. Board members are experts in their fields and are appointed to the Board by the President from a list of candidates submitted by the National Academy of Sciences. The Board reports its findings, conclusions, and recommendations to Congress and the Secretary of Energy. All Board reports, correspondence, congressional testimony, and meeting transcripts and related materials are posted on the Board's website.

For information on the workshop agenda, contact Bret Leslie: [leslie@nwtrb.gov](mailto:leslie@nwtrb.gov) or Roberto Pabalan: [pabalan@nwtrb.gov](mailto:pabalan@nwtrb.gov). For information on logistics, or to request copies of the workshop agenda or transcript, contact Davonya Barnes: [barnes@nwtrb.gov](mailto:barnes@nwtrb.gov). All three may be reached by mail at 2300 Clarendon Boulevard, Suite 1300, Arlington, VA 22201-3367; by telephone at 703-235-4473; or by fax at 703-235-4495.

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## United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
Battle Mountain District Office  
50 Bastian Road  
Battle Mountain, Nevada 89820  
Phone: 775-635-4000 Fax: 775-635-4034  
<https://www.blm.gov/nevada>

In Reply Refer To:  
3100 (NVB0000)  
DOI-BLM-NV-B000-2019-0006-EA

**FEB 19 2019**

Dear Interested Public,

In keeping with the Administration's goal of promoting American energy independence, the Bureau of Land Management will offer 123 parcels, totaling approximately 264,076 acres in the Battle Mountain District (including 1 parcel overlapping the Ely District), at its June 2019 quarterly oil and gas lease sale. This notice initiates a public comment period on associated environmental documents that ends on March 20, 2019. The BLM will hold the lease sale online at [www.energynet.com](http://www.energynet.com).

This comment period complies with the terms of a Preliminary Injunction issued by the U.S. District Court of Idaho in *W. Watersheds Project v. BLM* (No. 1:18-cv-00187-REB), which required lengthier comment periods on environmental compliance documents associated with parcels that intersect Priority or General Habitat Management Areas for Greater Sage-Grouse.

Responsible energy development includes consideration of parcels nominated for leasing as well as potential resource impacts for each parcel. Additional environmental review will take place during processing of an Application for Permit to Drill, when site-specific Conditions of Approval will be placed on the permit in addition to the stipulations already attached to the lease at the time of sale.

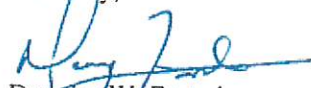
The EA can be viewed on the BLM NEPA Register website at <https://go.usa.gov/xEQAN>. Written comments will be accepted until March 20, 2019 and can be submitted online at the NEPA Register site; mailed to the BLM Battle Mountain District Office, 50 Bastian Road, Battle Mountain, NV 89820, or to the Tonopah Field Office at P.O. Box 911, Tonopah, NV 89049; or emailed to [blm\\_nv\\_bmdo\\_TFO\\_June2019OilGasLeaseSale@blm.gov](mailto:blm_nv_bmdo_TFO_June2019OilGasLeaseSale@blm.gov).

Persons who use a telecommunications device for the deaf (TDD) may call the Federal Relay Service (FRS) at 1-800-877-8339 to leave a message or question. The FRS is available 24 hours a day, seven days a week. Replies are provided during normal business hours.

The oil and gas industry on public lands in Nevada contributed \$3.1 million in total economic output in FY2018. Continuous exploration, development, and site restoration is required to sustain production rates, jobs, income and royalties.

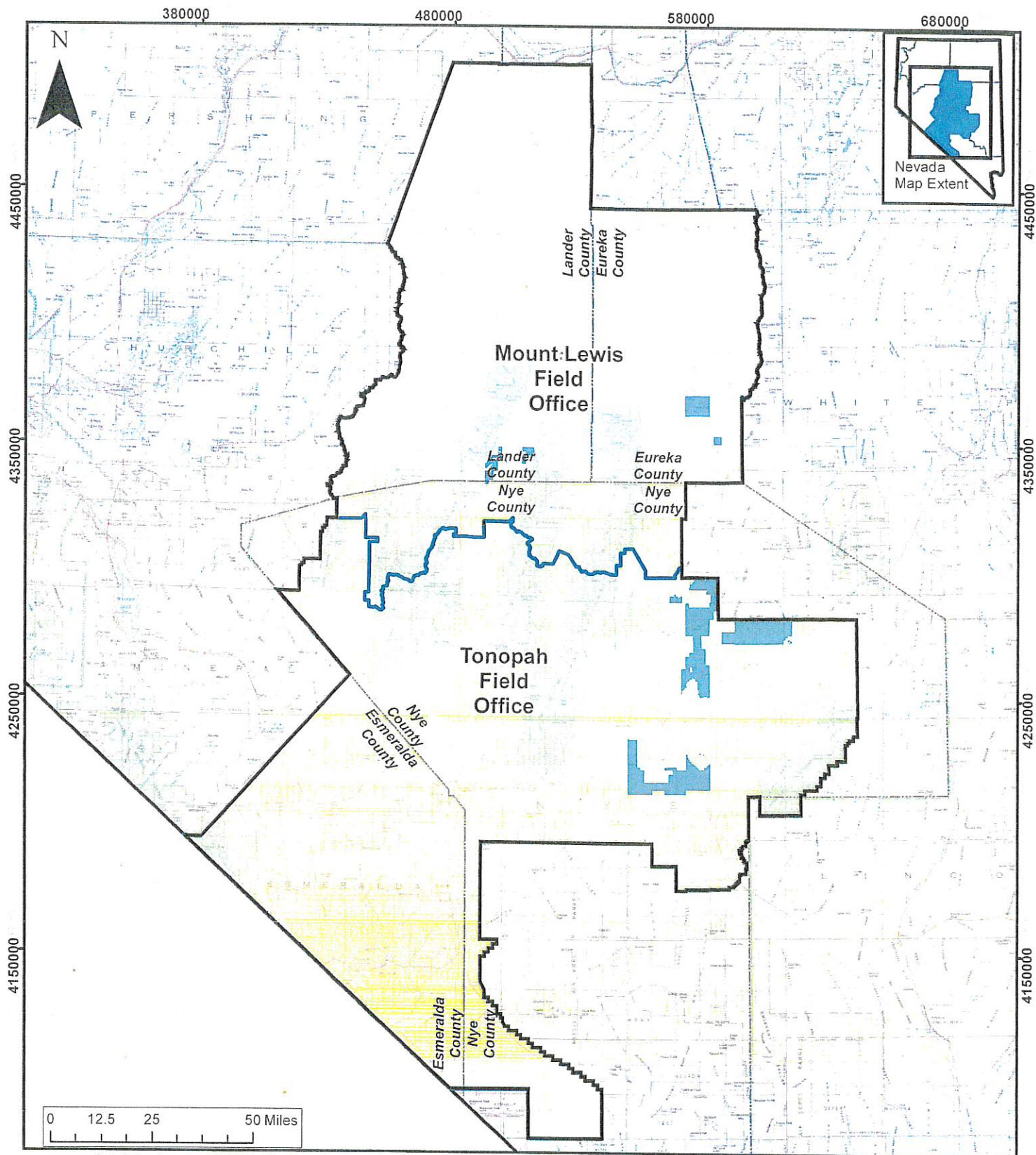
A map of proposed lease parcels is enclosed. If you have questions please contact Tim Coward, Field Manager, at (775) 482-7801 or Melissa Jennings, Geologist at (775) 482-7840.

Sincerely,

  
Douglas W. Furtado  
District Manager

Enclosure: Overview map of proposed lease parcels





2019 June BMDO O+G Parcels

1:2,000,000

United States Department Of The Interior

Bureau of Land Management  
Tonopah Field Office  
1553 S. Main Street/P.O. Box 911  
Tonopah, NV 89049



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

OG Lease Sale Parcel\_June 2019

State Boundary

Bureau of Indian Affairs

Bureau of Land Management

Bureau of Reclamation

Department of Defense

Department of Energy

Forest Service

National Park Service

Nevada State Lands

Private



NEVADA DIVISION OF  
**ENVIRONMENTAL  
PROTECTION**

STATE OF NEVADA  
Department of Conservation & Natural Resources  
Steve Sisolak, Governor  
Bradley Crowell, Director  
Greg Lovato, Administrator

February 26, 2018

Battle Mountain Truck Stop LLC  
c/o: Damon Borden  
6409 East Sharp Avenue  
Spokane Valley, WA 99212

Subject: **Remedial Design Report**

Facility: Broadway Colt Service Center  
660 West Front Street, Battle Mountain, Nevada  
Facility ID # 5-000283  
Petroleum Fund Case # 2014000004

Dear Mr. Borden:

The Nevada Division of Environmental Protection (NDEP) has received and reviewed the Remedial Design Report (Design Report) dated January 18, 2019, for the referenced facility (Site), and provided by Tracy Johnston, Certified Environmental Manager (CEM), of McGinley & Associates (McGinley) on behalf of Battle Mountain Truck Stop, LLC.

The Quarterly Report summarizes the proposed remedial design for the Air Sparge (AS) and Soil Vapor Extraction (SVE) full-scale remediation system. Nine (9) additional AS points will be installed at specific locations per the plans in the Design Report. The two existing air sparge wells that were utilized for the pilot testing will be incorporated in the full-scale system. The existing NAPL recovery wells will be utilized as SVE wells for a total of thirteen (13) SVE wells. Additionally horizontal vapor extraction (HVE) pipes will be installed in the remediation trenches and connected to the SVE piping as indicated on the submitted plans in the Design Report. The remediation system will include a regenerative blower for vapor recovery, a rotary screw air compressor for air injection, a liquid separation tank, an LPG-fired thermal/catalytic oxidizer, and a wireless telemetry unit. McGinley will utilize the existing remediation building to install the new equipment and controls.

The NDEP concurs with the proposed Remedial System. Additionally, the NDEP request that lump sum items on the bid sheets be bid as itemized where applicable such as trenching, piping, etc.

McGinley anticipates the installation of the remediation system will be completed within four months of the approval of the system. The NDEP requests that McGinley give the NDEP advance notice for the remediation system start-up, as the case officer is planning on being present for the start-up. The remediation system installation report should be submitted within 60 days following the system start-up.

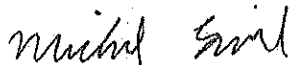
NDEP requests all report documents be submitted in digital portable document format (pdf; e.g., compact disc or e-mail) concurrent with a hardcopy document. Please be advised that NDEP has a 20 megabyte limit for e-mail attachments.

Please contact Michael Friend with any questions or comments at (775) 687-9371 or [mpfriend@ndep.nv.gov](mailto:mpfriend@ndep.nv.gov).



Mr. Damon Borden  
Broadway Colt Service Center  
Remedial Design Report  
Facility ID: 5-000283  
Petroleum Fund ID: 2014000004  
February 27, 2019; Page 2 of 2

Sincerely,



Michael Friend, P.E.  
Professional Engineer  
Remediation and LUST Branch  
Bureau of Corrective Actions

cc: Jonathan McRae, Supervisor, UST/LUST Branch, NDEP Bureau of Corrective Actions, Carson City, NV  
[jmcrae@ndep.nv.gov](mailto:jmcrae@ndep.nv.gov)  
Todd Croft, Supervisor, Remediation and LUST Branch, NDEP Bureau of Corrective Actions, Las Vegas, NV  
[tcroft@ndep.nv.gov](mailto:tcroft@ndep.nv.gov)  
Justin Fike, McGinley and Associates, Inc., [jfike@mcgin.com](mailto:jfike@mcgin.com)  
Tracy Johnston, McGinley and Associates, Inc., [tjohnston@mcgin.com](mailto:tjohnston@mcgin.com)

cc: Chairman, Lander County Board of Commissioners, 50 State Route 305, Battle Mountain, NV 89820-4300  
Bartolo (Bert) Ramos, Public Works Director, 50 State Route 305, Battle Mountain, NV 89820

Adjacent Property Owners:

Bureau of Land Management, 50 Bastion Road, Battle Mountain, NV 89820  
NV Energy, P.O. Box 30065, Reno, NV 89520-3065  
Southern Pacific Railroad, 915 L Street, Suite 1180, Sacramento, CA 95814  
D Thompson Properties, LLC, D. Thompson, 750 NE Columbia Blvd., Portland, OR 97211



# 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://www.blm.gov/nevada>

In Reply Refer To:  
3809 (NVB0100)  
NVN-097241

**FEB 28 2019**

Dear Interested Public:

The Bureau of Land Management (BLM), Mount Lewis Field Office, has prepared an Environmental Assessment (EA) for Lazy Old Men Mining Company, L.L.C.'s (LOM) proposed Lazy Old Men Mine. The EA is now available for a 15-day public review and comment period.

The LOM Mine is located approximately 12 miles northeast of Austin, Nevada, and about 1 mile west of the McGinness Hills Geothermal Plant off of Grass Valley Road. The Project area is located in portions of Township 20 North, Range 45 East, Sections 16 and 17. The Project area consists of a 60-acre mining claim that belongs to LOM and consists entirely of BLM lands administered by the Mount Lewis Field Office.

Previous mining and exploration were conducted by other companies at the Project site prior to LOM gaining the rights to the mining claims. Previous activities, which primarily occurred in the 1960s and 70s, have resulted in a surface disturbance of approximately 0.19 acres that remain unreclaimed at the site. This unreclaimed disturbance includes roads, excavations, and waste rock dumps. The proposed mining Project would preferentially utilize portions of this existing unreclaimed disturbance, for which LOM would assume full reclamation liability.

Mining activities proposed in LOM's Plan of Operations (Plan) are focused on identifying and recovering additional economic mineralized resources contained within the Project area. The Plan point of interest is an igneous outcrop, or reef, already partially exposed in a high wall and small pit located at the midpoint of the 60-acre claim block. The reef contains several narrow veins (typically one-inch-wide or less) that contain turquoise and related similar minerals contained in a shale and rhyolite rock matrix.

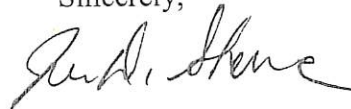
The proposed Plan is to mine and remove the turquoise and analogues of turquoise within the existing pit area from the face wall of the pit to the south 75 feet and from the top of the face wall of the pit to the north 75 feet with a width from the center of the current pit 30 feet to the west and 30 feet to the east to an average depth of 10 feet. The total surface disturbance for this Project is 0.3 acres, which includes the previous disturbance of 0.19 acres. LOM expects that the duration of the mining operation will commence upon the approval of the Plan and continue for a period of 10 years or until the veins are exhausted, at which time, reclamation will be conducted at the site.

The EA is available for a 15-day public comment period ending on March 15, 2019. Notifications of the availability of the EA were sent to persons and agencies on the Project mailing list and the EA is posted on the Mount Lewis Field Office ePlanning webpage. Additionally, the BLM issued a press release the same day providing a link to the EA and instructions on how to comment.

The EA is available on the National Environmental Policy Act (NEPA) ePlanning webpage at: [https://eplanning.blm.gov/epl-front-office/eplanning/nepa/nepa\\_register.do](https://eplanning.blm.gov/epl-front-office/eplanning/nepa/nepa_register.do). Select project DOI-BLM-NV-B010-2019-0009-EA to display the project webpage. A hardcopy of the document is available for review at the Mount Lewis Field Office during regular business hours, 7:30 am to 4:30 pm Monday through Friday, except federal holidays, or will be provided upon request.

For questions regarding this EA, please contact Scott Distel, Environmental Protection Specialist, at 50 Bastian Road, Battle Mountain, Nevada 89820, or at (775) 635-4093.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon D. Sherve".

Jon D. Sherve  
Field Manager  
Mount Lewis Field Office





# United States Department of the Interior



## BUREAU OF LAND MANAGEMENT

Elko District Office  
3900 East Idaho Street  
Elko, Nevada 89801

<https://www.blm.gov/office/elko-district-office>

In Reply Refer To:  
4130 (NVE00000)

FEB 25 2019

Dear Reader:

The Elko District is in the process of developing fire closure decisions for areas burned in 2018 by eight large wildfires. These wildfires will result in temporary loss of wildlife habitat and livestock forage in the affected allotments. These documents will establish the rehabilitation objectives that would need to be attained in order to reopen the burned area to livestock grazing and temporarily suspend or reduce the permitted use in the affected areas.

Specific fires and affected allotments are displayed in the following table:

Fire Name	Total Acreage*	Allotment	Acreage*
Goose Creek**	38,707 public 25,217 private	Dairy Valley	39,484
		Bluff Creek	7,487
		Grouse Creek	9,196
HD	2,255 public 2,787 private	HD	5,042
Goshute Cave**	12,141 public 1,124 private	Currie	13,375
Echo	5,668 public 421 private	Spruce	1,524
		Warm Creek	974
		Snow Water Lake	326
Pole Canyon***	2,106 public	Deeth	2,106
Road***	1,755 public 78 private	Pole Creek	1,821
Stag***	3,544 public 812 private	Devil's Gate	4002
		Pole Creek	354
Sheep Creek	30,027 public 28,635 private	Twenty-five	58,662

\*Acreage figures are approximate.  
\*\*Denotes fires that also burned outside of Elko District, listed allotments and acreages are only those that fall within the field office.  
\*\*\*These three fires are referred to together as the "Road Complex".

Applicable authorities providing for implementing reductions in permitted use through these documents are found in the following passages of the grazing regulations.

43 CFR §4110.3-2 (a): "Permitted use may be suspended in whole or in part on a temporary basis due to drought, fire, or other natural causes; or to facilitate installation, maintenance, or modification of range improvements."

43 CFR §4110.3-3 (a): "After consultation, cooperation, and coordination with the affected permittee or lessee, the State having lands or managing resources within the area, and the interested public, reductions of permitted use shall be implemented through a documented agreement or by decision of the authorized officer."

43 CFR §4110.3-3 (b), states, "When the authorized officer determines that the soil, vegetation, or other resources on the public lands require immediate protection because of conditions such as drought, fire, flood, insect infestation, or when continued grazing use poses an imminent likelihood of significant resource damage, after consultation with, or a reasonable attempt to consult with, affected permittees or lessees, the interested public, and the State having lands or responsible for managing resources within the area, the authorized officer shall close allotments or portions of allotments to grazing by any kind of livestock or modify authorized grazing use."

Emergency Stabilization and Rehabilitation plans have been completed specifying areas that will be aerial and drill seeded as well as other rehabilitation measures to stabilize soils, along with any new temporary fencing required to effect the closures.

Permittee	Allotment	Pasture	Permitted AUMs	Suspended AUMs	Available AUMs
Goose Creek Fire					
Winecup-Gamble Inc.	Dairy Valley	--	7,231	5,889	1,342
Trout Creek Ranches LLC	Bluff Creek	Bluff Creek Native	2,780	639	2,141
	Grouse Creek	North	1,496	426	1,070
		South	0	0	0
Kelly Warr	Grouse Creek	North	0	0	0
		South	485	485	0
HD Fire					
Winecup-Gamble Inc.	HD	Black Mountain	4069	814	3,255
Goshute Cave Fire					
Lear, Kay & Mary	Currie	Dry Canyon	102	102	0
		McDermid Canyon	820	820	0
		McDermid Seeding	85	30	55
Lear, Kay S.	Currie	Dry Canyon	102	102	0
		McDermid Canyon	820	820	0
		McDermid Seeding	898	315	583
Dan Hoots	Currie	Dry Canyon	0	0	0
		McDermid Canyon	0	0	0

		McDermid Seeding	234	82	152
<b>Echo Fire</b>					
Saving America's Mustangs	Warm Creek	--	118	118	0
	Snow Water Lake	C	169	169	0
<b>Road Complex Fires</b>					
Cross Ranch Grazing LLC	Deeth	South Steer	722	200	522
	Pole Creek	--	518	191	369
Eureka Livestock LLC	Pole Creek	--	34	13	24
Wahoo Ranch LLC	Devil's Gate	Lower Indian Creek Field	5971	606	5365
<b>Sheep Creek Fire</b>					
Twenty-five Ranch	Twenty-five	Sheep Creek	2075	1255	820

**Interim Management for those allotments closed to or rested from livestock grazing**

Although the burned areas will be rested from livestock grazing, trailing would be authorized across burned areas in the allotments. Livestock would be allowed to trail across the burned areas to move between open areas as needed. Livestock would be allowed overnight stops at or around water sources if trailing over long distances. The permittee would be required to monitor burned areas while using adjacent unburned pastures, with all livestock found in the burned areas promptly removed.

**Monitoring and Rehabilitation Objectives**

After fire affects a landscape, certain rehabilitation objectives need to be met before livestock grazing can resume at pre-burn levels. The BLM will be establishing these rehabilitation objectives for the treatment areas. A monitoring program will be put into place to observe certain characteristics in the plant community to keep record of the recovery process. Factors such as the density of the plant community, the diversity of species establishing, the overall growth response after the fire, plant cover and related soil stability will be monitored.

For example, a common objective the BLM has applied is a minimum of three perennial grass species per square meter rooted firmly in the soil with consideration to site selection factors such as soils, topography, amount of annual grasses, and the potential for seedling or native release establishment.

Monitoring sites will be selected to adequately monitor the effects of the fire and post burn recovery. Monitoring will be conducted in the allotment within the burned area, and comparison areas outside the burned area, when appropriate. Generally, monitoring information will be collected after the end of the growing season.

The 2018 fires may have substantially affected bitterbrush communities. Bitterbrush may be seeded across higher elevations. Objectives will be developed and monitoring data will be collected and analyzed to determine when livestock grazing can resume. Monitoring will ensure that the plants are allowed sufficient time to grow so that grazing use will not impact their ability



to continue to recover over time. Literature indicates that bitterbrush seed production occurs on second-year or older woody stems. However, seed production could be negatively affected for up to 10 years on plants that burned and have re-sprouted. Depending on variable environmental conditions, seedlings that germinate after a fire or survive a fire could also take up to 8 to 10 years before they produce seed as mature plants. It is important that bitterbrush plants acquire third-year woody leader stems before grazing can resume to the previous levels authorized through the existing land use plan objectives (typically a total of 45% utilization of current year's growth). Providing for the presence of third-year woody leader stems helps ensure that any utilization which occurs following re-opening to livestock grazing takes place primarily on current year's growth and does not result in reduction in the plant's ability to continue attaining the stature and age necessary to successfully produce seed. However, livestock generally do not start grazing bitterbrush until late summer, after herbaceous species have cured, and as such livestock grazing may be authorized in the spring and early summer months before the third year provided that other reestablishment criteria have been met and the use does not negatively impact bitterbrush establishment. Long-term maintenance of bitterbrush will ensure establishment of a browse species that provides wildlife habitat cover and forage diversity and ecological site dynamics on affected sites.

Aspen objectives will be in accordance with the December 2002 Aspen Management Guidelines for BLM Land in North-Central Nevada for the belt transect sampling technique. This technique consists of a 2x30 meter belt transect sample(s) of aspen suckers/saplings should average at least 1,500 stems per acre averaging at least seven feet in height. Consideration will be given to site selection factors such as soils, topography, density of residual tress, age of suckers/saplings, and the potential of root sprout development.

If you have any comments that would help in the development of an interim grazing plan for these allotments or questions concerning the development of the fire closure decision, please submit them in writing to this office, Attention: Field Manager, within fifteen days of the date of this letter. If you have any questions or concerns, please call (775)753-0200.

Sincerely,



Jill C. Silvey  
District Manager  
Elko District

Enclosure: maps of the fires

cc:

25 Ranch LLC  
Bilbao Ranch LLC  
Cross Ranch Grazing LLC  
Dan L. Hoots  
Eureka Livestock LLC  
Kay & Mary Lear  
Kay S. Lear  
Saving America's Mustangs  
Trout Creek Ranches LLC  
Wahoo Ranch LLC  
Winecup Ranch LLC  
Winecup-Gamble LLC  
26 Ranch, Inc.  
American Ag Credit  
American Farm Mortgage  
Carl Slagowski  
Congressman Mark Amodei  
Elko County Board of Commissioners  
Ellison Ranching Co.  
Eureka County Department of Natural Resources  
Eureka County District Attorney  
Jerry Todd  
Jim Baumann  
Jon Marvel  
Karen Klitz  
Kathy Gregg  
Ken Conley  
Lander County Attn: County Manager  
Laurel Marshall  
Lenny Fiorenzi  
Martha P. Hoots  
Mike Marvel  
Natural Resources Management Advisory Commission  
Nevada Cattlemen's Association  
Nevada Department of Agriculture  
Nevada Department of Wildlife  
Nevada Farm Bureau Federation  
Nevada State Clearing House  
Northwest Farm Credit Services  
Twin Falls, ID 83303-5059  
Rafter Diamond Ranch  
Resource Concepts, Inc.  
Saving America's Mustangs/Tommy LLC

Steve Foree  
Sustainable Grazing Coalition  
U.S. Fish & Wildlife Service  
USFS Ruby Mountains & Jarbidge  
Western Ag Credit  
Western Watersheds Project  
Western Watersheds Project



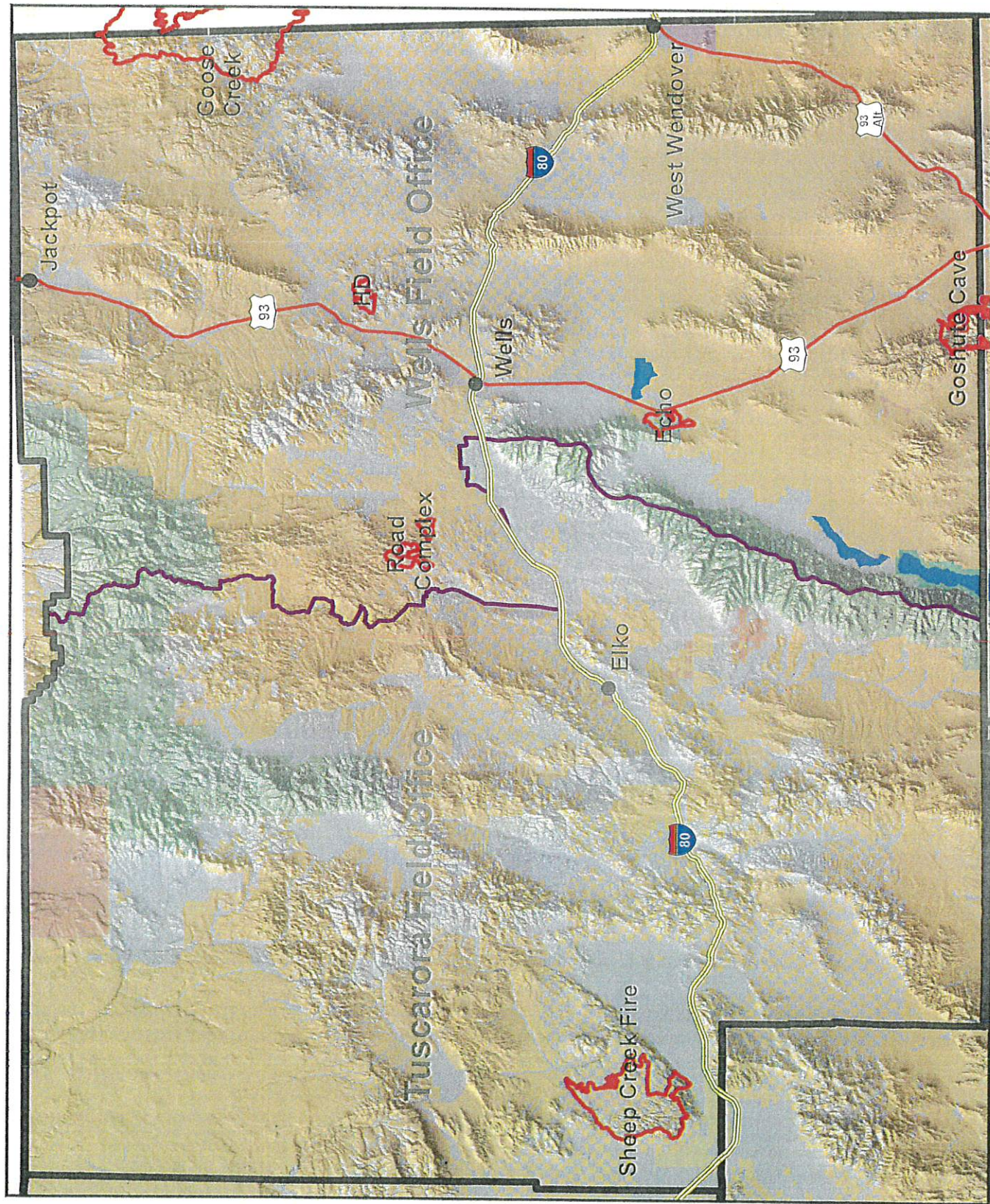
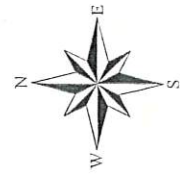


UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
ELKO DISTRICT OFFICE  
FEBRUARY 2019

# 2018 Fires

- Legend**
- Interstate
  - US Route
  - 2018 Fires
  - District Boundary
  - Field Office Boundary
  - Landownership
    - Admin. by BLM
    - Bureau of Indian Affairs
    - Bureau of Reclamation
    - Dept. of Defense
    - Dept. of Energy
    - US Forest Service
    - US Fish & Wildlife Refuge
    - National Park Service
    - State Lands
    - Recreation Area
    - Private Land
    - Water

1:1,200,000



Data published in:  
North American Datum 1983 (NAD83)  
UTM coordinates, Zone 11, meters

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