

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

March 22, 2018

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

Also Via Teleconference At

AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA

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

Public Comment - For non-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 March 22, 2018 Agenda Notice
- *(2) Approval of February 15, 2018 Special Meeting Minutes
- *(3) Approval of February 22, 2018 Meeting Minutes
- *(4) Approval of March 8, 2018 Meeting Minutes
- *(5) Approval of March 19, 2018 Budget Workshop Minutes
- *(6) Approval of March 20, 2018 Budget Workshop Minutes

- * (7) Approval of the Payment of Bills
- * (8) Approval of Payroll Change Requests

COMMISSIONERS

- * (1) Discussion for possible action regarding a letter to the Nevada State Bureau of Land Management Director requesting moving the Rock Creek Dam Project from Elko District to Battle Mountain District jurisdiction, and all other matters properly related thereto.

Public Comment

- * (2) Discussion for possible action to appoint a commissioner to attend the Battle Mountain Race Track Board Meetings, and all other matters properly related thereto.

Public Comment

- * (3) Discussion for possible action regarding the advertisement and/or appointment of a Justice of the Peace for Austin to complete the term ending December 31, 2018, and all other matters properly related thereto.

Public Comment

- * (4) Discussion for possible action to approve/disapprove Proclamation 2018-02 declaring March 10, 2018 Vicky Jones Day, and all other matters properly related thereto.

Public Comment

- * (5) Discussion for possible action regarding the Austin Realignment Project and to have Summit Engineering give an update, and all other matters properly related thereto.

Public Comment

- * (6) Discussion for possible action regarding the Battle Mountain Levee and to have Summit Engineering give an update, and all other matters properly related thereto.

Public Comment

- * (7) Discussion for possible action to approve/disapprove a modified contract between Lander Enterprises, LLC and Lander County for the Mountain View Golf Course Clubhouse Lease, and all other matters related thereto.

Public Comment

- *(8) Discussion for possible action regarding moving forward with ORMAT to assist Lander County for the repair and maintenance of Grass Valley Road in Austin, Nevada, and all other matters properly related thereto.

Public Comment

- *(9) Discussion for possible action to approve/disapprove the contract between the Bureau of Land Management and Austin Airport for fire-fighting aircraft and authorization for Chair to sign, and all other matters properly related thereto.

Public Comment

- *(10) Discussion for possible action to approve/disapprove the Grant Program Agreement between Lander County and Research and Consulting Services, Inc. (Rex Massey), and authorizing the Chair to sign, and all other matters properly related thereto.

*Public Comment****FINANCE***

- *(11) Discussion for possible action to designate Hinton Burdick CPA & Advisors as the auditors for Lander County for Fiscal Year 2017/2018, per Nevada Revised Statutes (NRS) 354.624(3), and all other matters properly related thereto.

*Public Comment****CORRESPONDENCE**

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

Public Comment

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

ADJOURN

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

NOTE: TIMES ARE APPROXIMATE

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

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

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

AFFIDAVIT OF POSTING

State of Nevada)
) ss
County of Lander)

Keith Westengard, Lander County Executive Director of said Lander County, Nevada, being duly sworn, says, that on the 17th day of March, 2018, he posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse, 4) Swackhamer's Plaza Bulletin Board, 5) Kingston Community Hall Bulletin Board, and 6) Austin Courthouse in said Lander County, where proceedings are pending.

Keith Westengard, Lander County Executive
Director



Subscribed and sworn to before me this 17th day of March, 2018.

Witness



Name of Agenda: Lander County Board of Commissioners

Date of Meeting: March 22, 2018

Keith Westengard
Lander County Executive Director

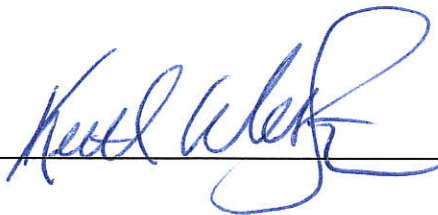
LANDER COUNTY COMMISSION MEETING

March 22, 2018

APPROVE

Check #106101

Executive Director



COUNTY OF LANDER

RICHARD H. BELL

DATE	INVOICE	AMOUNT	REMARKS
03/08/18	EVOC COURSE	700.00	3/10/18 KINGSTON

CHECK NO 106101 \$700.00 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106101

94-7074
3212

PAY TO THE ORDER OF

RICHARD H. BELL

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/08/18 **VOID**	106101 **VOID**	\$700.00 **VOID**

VOID**700DOLLARS AND00CENTS***

RICHARD H. BELL
18635 MATTERHORN AVE.

NAMPA

ID 83687

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

March 22, 2018

APPROVE

Check #106104

Executive Director

A handwritten signature in blue ink, appearing to read "Keith Westengard", is written over a horizontal line.

COUNTY OF LANDER

ALICIA GUAMAN

DATE	INVOICE	AMOUNT	REMARKS
03/08/18	REIMBURSEMENT FOOD	46.00	2/28-3/1/18 ELKO/ELECTION
03/08/18	REIMBURSEMENT FUEL	81.75	2/28-3/1/18 ELKO/ELECTION

CHECK NO 106104 \$127.75 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106104

94-7074
3212

PAY TO THE ORDER OF

ALICIA GUAMAN

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/08/18 **VOID**	106104 **VOID**	\$127.75 **VOID**

VOID**127DOLLARS AND75CENTS***

ALICIA GUAMAN
423 E. 5TH STREET

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

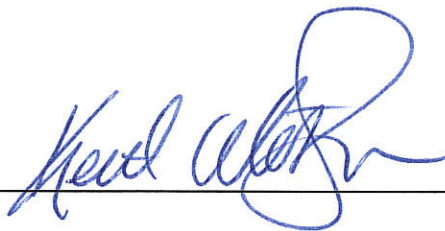
LANDER COUNTY COMMISSION MEETING

March 22, 2018

APPROVE

Check #106105

Executive Director



COUNTY OF LANDER

EMILY HENDRIX

DATE	INVOICE	AMOUNT	REMARKS
03/08/18	REIMBURSEMENT FOOD	46.00	2/28-3/1/18 ELKO/ELECTION

CHECK NO 106105 \$46.00 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106105

94-7074
3212

PAY TO THE ORDER OF

EMILY HENDRIX

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/08/18 ***VOID**	106105 ***VOID**	\$46.00 ***VOID**

VOID**46DOLLARS AND 00CENTS***

EMILY HENDRIX
110 WATT STREET

BATTLE MOUNTAIN NV 89820

VOID
NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director


LANDER COUNTY COMMISSION MEETING

March 22, 2018

APPROVE

Check #106106

Executive Director



COUNTY OF LANDER

JUSDIVA JOHNSON

DATE	INVOICE	AMOUNT	REMARKS
03/08/18	ADVANCE FOOD	207.00	9/20-3-23 GIOA CONFERENCE

CHECK NO 106106 \$207.00 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106106

94-7074
3212

PAY TO THE ORDER OF

JUSDIVA JOHNSON

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/08/18 **VOID**	106106 **VOID**	\$207.00 **VOID**

VOID**207DOLLARS AND00CENTS***

JUSDIVA JOHNSON
319 CARSON ST

BATTLE MOUNTAIN NV 89820

VOID
NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

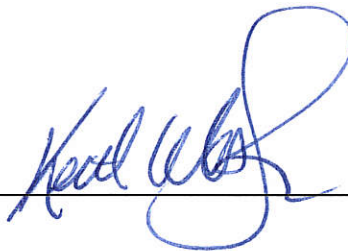
LANDER COUNTY COMMISSION MEETING

March 22, 2018

APPROVE

Check #106111

Executive Director



LAKEN MARINE

COUNTY OF LANDER

DATE	INVOICE	AMOUNT	REMARKS
03/08/18	ADVANCE FOOD	23.00	3/19/18 PAYROLL LAW ELKO

CHECK NO 106111

\$23.00 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106111

94-7074
3212

PAY TO THE ORDER OF

LAKEN MARINE

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/08/18 **VOID**	106111 **VOID**	\$23.00 **VOID**

VOID**23DOLLARS AND00CENTS***

LAKEN MARINE
1443 HILLTOP ROAD

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

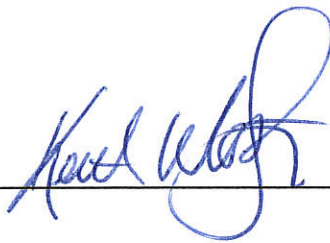
LANDER COUNTY COMMISSION MEETING

March 22, 2018

APPROVE

Check #106112

Executive Director



COUNTY OF LANDER

KAYLA MELVIN

DATE	INVOICE	AMOUNT	REMARKS
03/08/18	PER DIEM	846.00	4/15/18 ANIMAL CNTRL TRNG

CHECK NO 106112 \$846.00 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106112

94-7074
3212

PAY TO THE ORDER OF

KAYLA MELVIN

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/08/18 **VOID**	106112 **VOID**	\$846.00 **VOID**

VOID**846DOLLARS AND00CENTS***

KAYLA MELVIN
111 SUNNYSIDE DRIVE

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

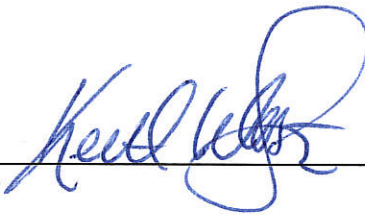
LANDER COUNTY COMMISSION MEETING

March 22, 2018

APPROVE

Check #106113

Executive Director



COUNTY OF LANDER

REBECCA MURPHY

DATE	INVOICE	AMOUNT	REMARKS
03/08/18	ADVANCE FOOD	207.00	3/20-3/23/18 GIOA CONF

CHECK NO 106113 \$207.00 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106113

94-7074
3212

PAY TO THE ORDER OF

REBECCA MURPHY

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/08/18 **VOID**	106113 **VOID**	\$207.00 **VOID**

VOID**207DOLLARS AND00CENTS***

REBECCA MURPHY
P.O. BOX 1312

BATTLE MOUNTAIN NV 89820

VOID
NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

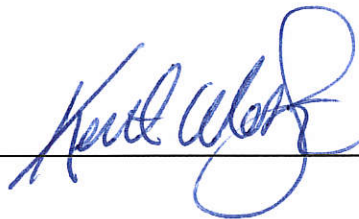
LANDER COUNTY COMMISSION MEETING

March 22, 2018

APPROVE

Check #106115

Executive Director



NV STATE GRAZING BRD

COUNTY OF LANDER

CENTRAL COMMITTEE N-6

DATE	INVOICE	AMOUNT	REMARKS
03/08/18	15/16 GRAZING FEES	16,555.93	11/29/17

CHECK NO 106115 \$16,555.93 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106115

94-7074
3212

PAY TO THE ORDER OF

NV STATE GRAZING BRD

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/08/18 **VOID**	106115 **VOID**	\$16,555.93 **VOID**

VOID**16,555DOLLARS AND93CENTS***

NV STATE GRAZING BRD
PO BOX 28-1251

CENTRAL COMMITTEE N-6

LAMOILLE

NV 89828

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

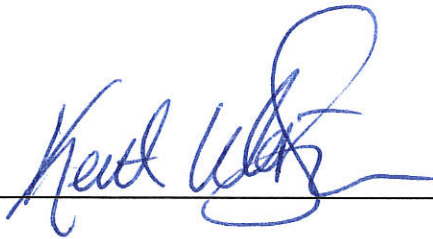
LANDER COUNTY COMMISSION MEETING

March 22, 2018

APPROVE

Check #106118

Executive Director



ST OF NEVADA

COUNTY OF LANDER
DMV & PUBLIC SAFETY

DATE	INVOICE	AMOUNT	REMARKS
03/08/18	4523 FA-45	7.00	EX PLATES 2018 CHEV TAHOE
03/08/18	5491 FA-45	7.00	EX PLATES 2018 CHEV TAHOE

CHECK NO 106118 \$14.00 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106118

94-7074
3212

PAY TO THE ORDER OF

ST OF NEVADA

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/08/18 **VOID**	106118 **VOID**	\$14.00 **VOID**

VOID**14DOLLARS AND00CENTS***

ST OF NEVADA
555 WRIGHT WAY

DMV & PUBLIC SAFETY

CARSON CITY

NV 89711

NON-NEGOTIABLE

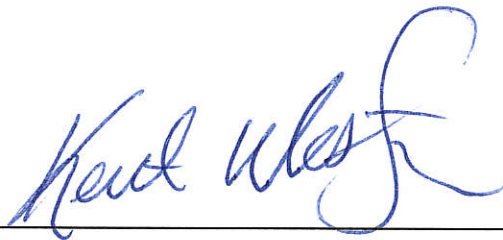
Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

March 22, 2018

APPROVE

Check #106120



Executive Director

COUNTY OF LANDER

HEIDI THOMSEN

DATE	INVOICE	AMOUNT	REMARKS
03/08/18	ADVANCE FOOD	23.00	3/19/18 PAYROLL LAW/ELKO
03/08/18	ADVANCE FUEL	78.48	3/19/18 PAYROLL LAW/ELKO

CHECK NO 106120 \$101.48 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106120

94-7074
3212

PAY TO THE ORDER OF

HEIDI THOMSEN

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/08/18 **VOID**	106120 **VOID**	\$101.48 **VOID**

VOID**101DOLLARS AND48CENTS***

HEIDI THOMSEN
140 CARSON ROAD

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

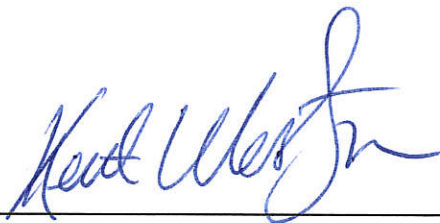
Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

March 22, 2018

APPROVE

Check #106122



Executive Director

COUNTY OF LANDER

KEITH WESTENGARD

DATE	INVOICE	AMOUNT	REMARKS
03/08/18	REIMBURSEMENT FOOD	46.00	3/9/18 CARSON CITY
03/08/18	REIMBURSEMENT FUEL	282.31	3/9/18 CARSON CITY

CHECK NO 106122 \$328.31 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106122

94-7074
3212

PAY TO THE ORDER OF

KEITH WESTENGARD

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/08/18	106122	\$328.31
VOID	**VOID**	**VOID**

VOID**328DOLLARS AND31CENTS***

KEITH WESTENGARD
746 THORPE DR.

SPRING CREEK NV 89815

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director


LANDER COUNTY COMMISSION MEETING

March 22, 2018

APPROVE

Check #106125

Executive Director



COUNTY OF LANDER

AMAZON CAPITAL SERVICES

DATE	INVOICE	AMOUNT	REMARKS
03/13/18	1KT1-FN9V-CY7L	332.96	3/12/18 BOXES/TAPE

CHECK NO 106125 \$332.96 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106125

94-7074
3212

PAY TO THE ORDER OF

AMAZON CAPITAL SERVICES

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/15/18 **VOID**	106125 **VOID**	\$332.96 **VOID**

VOID**332DOLLARS AND96CENTS***

AMAZON CAPITAL SERVICES
P.O. BOX 035184

SEATTLE

WA 98124-5184

NON-NEGOTIABLE

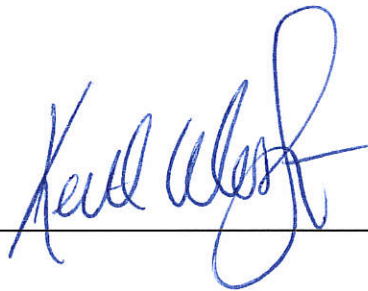
Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

March 22, 2018

APPROVE

Check #106133



Executive Director

DEONILLA R. FULLER

COUNTY OF LANDER

DATE	INVOICE	AMOUNT	REMARKS
03/13/18	ADVANCE FOOD	102.00	3/21-3/22 HR TRAINING
03/13/18	ADVANCE FUEL	255.06	3/21-3/22 HR TRAINING

CHECK NO 106133

\$357.06 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106133

94-7074
3212

PAY TO THE ORDER OF

DEONILLA R. FULLER

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/15/18 **VOID**	106133 **VOID**	\$357.06 **VOID**

VOID**357DOLLARS AND06CENTS***

DEONILLA R. FULLER
107 COVE AVE.

BATTLE MOUNTAIN NV 89820

VOID
NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

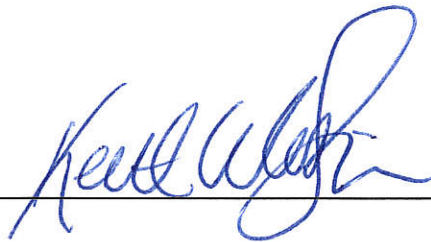
LANDER COUNTY COMMISSION MEETING

March 22, 2018

APPROVE

Check #106135

Executive Director



COUNTY OF LANDER

RICHARD P. HARRISON

DATE	INVOICE	AMOUNT	REMARKS
03/13/18	3/10/18	100.00	STANDBY AUSTIN EMS
03/13/18	3/11/18	100.00	STANDBY AUSTIN EMS
03/13/18	3/7/18	100.00	STANDBY AUSTIN EMS
03/13/18	3/8/18	100.00	STANDBY AUSTIN EMS
03/13/18	3/9/18	100.00	STANDBY AUSTIN EMS

CHECK NO 106135 \$500.00 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106135

94-7074
3212

PAY TO THE ORDER OF

RICHARD P. HARRISON

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/15/18 **VOID**	106135 **VOID**	\$500.00 **VOID**

VOID**500DOLLARS AND00CENTS***

RICHARD P. HARRISON
6050 SO. SOLAR DRIVE

WINNEMUCCA

NV 89445

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

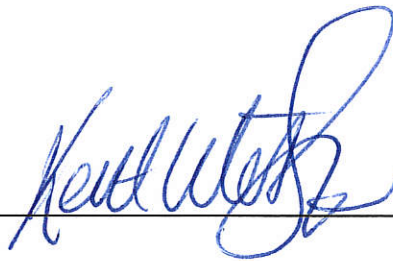
LANDER COUNTY COMMISSION MEETING

March 22, 2018

APPROVE

Check #106139

Executive Director



COUNTY OF LANDER

MARIANNA MCWILLIAMS

DATE	INVOICE	AMOUNT	REMARKS
03/13/18	3/10/18	100.00	STANDBY AUSTIN EMS
03/13/18	3/11/18	100.00	STANDBY AUSTIN EMS

CHECK NO 106139 \$200.00 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106139

94-7074
3212

PAY TO THE ORDER OF

MARIANNA MCWILLIAMS

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/15/18 **VOID**	106139 **VOID**	\$200.00 **VOID**

VOID**200DOLLARS AND00CENTS***

MARIANNA MCWILLIAMS
394 RAMAH PLAZA

SPRING CREEK NV 89815

VOID
NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

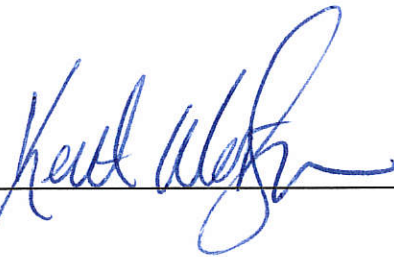
LANDER COUNTY COMMISSION MEETING

March 22, 2018

APPROVE

Check #106150

Executive Director



COUNTY OF LANDER CENTER

WELLS FARGO PAYMENT

DATE	INVOICE	AMOUNT	REMARKS
03/13/18	8433/0017	31.70	3/2/18 DUVALL, L
03/13/18	8433/0033	250.00	3/2/18 BUNCH, M
03/13/18	8433/0633	495.85	3/2/18 PENOLA, A
03/13/18	8433/0719	196.44	3/2/18 BUNCH, L
03/13/18	8433/1697	1,131.67	3/2/18 SMITH, R
03/13/18	8433/1705	99.00-	3/2/18 BRIGHT, K
03/13/18	8433/2582	724.38	3/2/18 TOMERA, P
03/13/18	8433/4378	737.69	3/2/18 WESTENGARD, K
03/13/18	8433/4709	174.70	3/2/18 HERRERA, T
03/13/18	8433/5283	358.89	3/2/18 FULLER, D
03/13/18	8433/5533	21.41	3/2/18 SULLIVAN, S
03/13/18	8433/9928	13.90	3/2/18 WAITS, P
03/13/18	8433/9944	228.65	3/2/18 RAMOS, B

CHECK NO 106150 \$4,266.28 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106150

94-7074
3212

PAY TO THE ORDER OF

WELLS FARGO PAYMENT

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/15/18	106150	\$4,266.28
***VOID**	***VOID**	***VOID**

VOID**4,266DOLLARS AND28CENTS***

WELLS FARGO PAYMENT
P O BOX 77066

CENTER

MINNEAPOLIS

MN 55480-7766

VOID
NON-NEGOTIABLE

LANDER COUNTY COMMISSIONERS MEETING
3/22/2018

Agenda Item Number __1__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding a letter to the Nevada State Bureau of Land Management Director requesting moving the Rock Creek Dam Project from Elko District to Battle Mountain District jurisdiction, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

Lander County Executive Director

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2885
Fax- (775) 635-5332



October 31, 2017

Bureau of Land Management
Mount Lewis Field Office
ATTN: Doug Furtado
50 Bastian Road
Battle Mountain, NV 89820

Dear Mr. Furtado,

Lander County is seeking to revive the Rock Creek Dam project. Currently this project falls under the Elko BLM District Office but lies within Lander County. This project would serve as not only a water storage facility but also as a recreational site for users from Lander County, surrounding counties, as well as surrounding states.

Lander County would like to request that all administrative responsibilities be moved to the Battle Mountain District Office and Mr. Doug Furtado be the point of contact for Lander County. The Battle Mountain District Office has a solid understanding of the desires of the Lander County Commission as well as the community related to this project. Your consideration for this request is of great importance and much appreciated by the Lander County Commissioners and myself.

Sincerely,

A handwritten signature in blue ink, appearing to read "Keith Westengard".

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSIONERS MEETING
3/22/2018

Agenda Item Number __2__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to appoint a commissioner to attend the Battle Mountain Race Track Board Meetings, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

AGENDA REQUEST FORM



COMMISSIONER MEETING DATE: 3-19-18

NAME Angela Gonzalez REPRESENTING: BM Track

ADDRESS: 5116 Northgate DR.

PHONE(H): 455-5275 (W): _____ (FAX): _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: all hours

WHO WILL BE ATTENDING THE MEETING me
JOB TITLE Prez

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Budget

BACKGROUND INFORMATION BM For equipment help!
we want one Commissioner as liason

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? Help with getting Back up.

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

AMOUNT: _____

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

WHEN? 3-8-18

HAS THIS ISSUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT HEADS YES ☐ NO ☐

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

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

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

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

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

Angela Gonzalez

DATE March 8 2018

LANDER COUNTY COMMISSIONERS MEETING
3/22/2018

Agenda Item Number __3__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding the advertisement and/or appointment of a Justice of the Peace for Austin to complete the term ending December 31, 2018, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

Jeanne Falzone

From: Ted Herrera <da@landercountynv.org>
Sent: Wednesday, March 21, 2018 4:24 PM
To: jfalzone@landercountynv.org
Subject: FW: Email that I sent to Patsy

From: Jim Shirley [mailto:jshirley1@11thjudicialdistrictcourt.net]
Sent: Wednesday, March 21, 2018 10:39 AM
To: DA <da@landercountynv.org>
Subject: Email that I sent to Patsy

Commissioner Waits,

I am trying to stay as neutral on this issue as possible--my only concern is that the business of the judiciary gets handled appropriately. Ultimately, your legal counsel is charged with helping you walk through the process of appointing a new JP. I would not do anything that undermines or infringes upon his ability to do so. If it seems that I am poking my nose into his field of work, I am truly not attempting to become involved. I am not going to suggest the best course of action for you to take. With those rules in mind, I offer the following:

Below is the response that I received from the Administrative Office of the Courts. I do not have a recommendation as to which option is the best. I will be willing to assist if the third option is chosen and I believe that the attorney is qualified and the circumstances warrant the Order (Though I am not ruling in advance on that issue because the issue is not before me at the present time such that I can determine that the order is warranted):

AOC RESPONSE:

I can share that both of these examples have happened in other counties.

When the Judge in Beowawe retired mid-term a few years ago, the Eureka County appointed Judge Schweble from Eureka township to cover Beowawe township also. I do not know the particulars as to what was decided regarding pay changes (I do think he asked for both salaries and I think they may have given him a raise, but not both salaries; I'm not 100% sure of the final outcome). The commissioners could contact the county clerk to get copies of the minutes from the meetings to learn what was done officially and on the record.

When one of the judges in Reno Justice Court retired mid-term about 8-10 years ago, they opted to leave that position vacant for a couple of years through the end of the term. They determined at the time that the caseload didn't warrant filling it in contrast to the economic conditions the county was facing (it was during the recession). Again, the commissioners could reach out to the county clerk OR the Reno Justice Court Administrator who should have the details as well. I don't think this takes any special declaration other than figuring out who would handle any in custodys or TPOs, for example, since there are no other judges in the township.

As to the required training, if there is a lawyer interested, there have been occasions when the District Judge has waived the required NJC training for that interim period when the DJ felt that the lawyer had enough knowledge/experience to do the job in the interim. There is a statute that allows for you to waive it for one year, which would be long enough in this instance to get through the interim period. That happened in Douglas County, for example, when JP Perkins was first appointed. The DJ gave him a waiver for a year, which got him through the election and once he was elected then he went to the required training.

Thank you,

Judge Shirley

DOC # 0285328

03/06/2018

03:06 PM

Official Record

Recording requested By

DISTRICT COURT

Lander County - NV

Lesley Bunch - Recorder

Fee:

Page 1 of 2

RPTT:

Recorded By: KM

Book- 702 Page- 0741



0285328

APN# _____

Recording Requested by:

Name Judith Shirley

Address 50 State Route 305

City/State/Zip _____

Lander County Official Court
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed or printed.



FILED

2018 MAR -6 PM 3:01

**LANDER COUNTY
OFFICIAL OATH**

11th JUDICIAL DIST.
COURT CLERK LANDER CO.

STATE OF NEVADA }
 }
COUNTY OF LANDER } SS.

I, Max Bunch do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and government of the United States, and the Constitution and government of the State of Nevada, against all enemies, whether domestic or foreign, and that I will bear true faith, allegiance, and loyalty to the same, any ordinance, resolution or law of any State notwithstanding, and that I will and faithfully perform all the duties of the office of Special Master to cover vacancy of the Austin Justice Court (see order) on which I am about to enter: so help me God; under the pains and penalties of perjury.

Subscribed and sworn to before me this 6th day of March, 2018.

Lander County, Nevada

JUDGE JIM SHIRLEY
ELEVENTH JUDICIAL DISTRICT COURT

DOC # 0285327

03/06/2018

03:05 PM

Official Record

Recording requested By

DISTRICT COURT

Lander County - NV

Lesley Bunch - Recorder

Fee:

Page 1 of 3

RPTT:

Recorded By: KM

Book- 702 Page- 0738



0285327

APN# _____

Recording Requested by:

Name Judy Shirley

Address 50 State Route 305

City/State/Zip _____

Order Appointing Special Master
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed or printed.



0285327

Book 702
Page 739

03/06/2018

Page 2 of 3

FILED

2018 MAR -6 PM 3:02

J. J. J. J. J.
COURT CLERK LANDER CO.

This document contains no
Social security numbers

**IN THE ELEVENTH JUDICIAL DISTRICT COURT OF THE STATE OF
NEVADA, IN AND FOR THE COUNTY OF LANDER**

*In the Matter of the appointment of
Max W. Bunch as a special master
for matters pertaining to the Austin
Township Justice Court*

**ORDER APPOINTING SPECIAL
MASTER**

WHEREAS, Mr. William E. Schaeffer was elected to serve as the justice of the peace in the Austin Township Justice Court in 2012.

WHEREAS, Mr. Schaeffer has served in that capacity since January of 2013.

WHEREAS, Mr. Schaeffer resigned from office effective March 5, 2018.

WHEREAS, Mr. Schaeffer's resignation leaves no acting justice of the peace to assume the duties required by office.

WHEREAS, the Eleventh Judicial District Court has the ability and authority to hear probable cause determinations for arrested persons.

WHEREAS, without an acting justice of the peace there is no person to hear the



required probable cause hearings when a person is arrested.

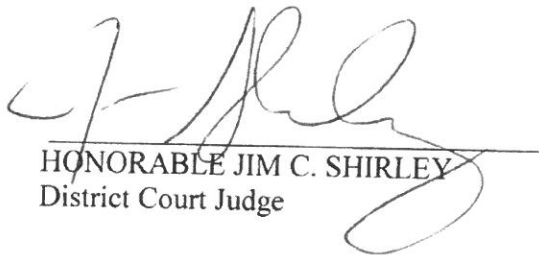
WHEREAS, the Austin Justice Court will continue to have court business to transact.

THEREFORE, the Court hereby ORDERS, pending an appointment of a new justice of the peace by the Board of Lander County Commissioners pursuant to NRS 4.150, that Max W. Bunch is hereby appointed to be a special master to perform the following duties:

1. Max W. Bunch is hereby appointed to hear any and all probable cause determinations, initial appearance hearings and conduct arraignments following any and all arrests and/or the filing of a criminal complaint; and
2. Max W. Bunch is hereby authorized to sign all invoices, timesheets, and other financial documents necessary to carry out the official business of the Austin Justice Court.

IT IS HEREBY ORDERED this 6th day of March, 2018.

ELEVENTH JUDICIAL DISTRICT COURT



HONORABLE JIM C. SHIRLEY
District Court Judge

NRS 281.055 Prohibition against filing for or holding more than one elective office at same time; exceptions.

1. Except as otherwise provided in subsection 2, no person may:
 - (a) File nomination papers for more than one elective office at any election.
 - (b) Hold more than one elective office at the same time.
2. The provisions of subsection 1 shall not be construed to prevent any person from filing nomination papers for or holding an elective office of any special district (other than a school district), such as an irrigation district, a local or general improvement district, a soil conservation district or a fire protection district, and at the same time filing nomination papers for or holding an elective office of the State, or any political subdivision or municipal corporation thereof.

(Added to NRS by 1961, 299; A 1965, 169)

ATTORNEY GENERAL'S OPINIONS.

Holding two elected offices at the same time is prohibited except in special districts. Under NRS 281.055, a person cannot hold two elective offices at the same time except elective offices in special districts which the legislature specifically set forth in statute. AGO 3 (2-5-1963)

Person cannot be both municipal judge and justice of the peace at same time. Where a person held the office of municipal judge and justice of the peace and was reelected justice of the peace at the subsequent general election, such person must elect which of the two offices he wishes to fill, and resign the other in compliance with NRS 281.055. AGO 3 (2-5-1963)

Prohibition inapplicable to holders of one elective and one appointed office. The prohibition under NRS 281.055 against a person holding two elective offices does not apply to persons who seek to hold one elective office and one appointive office. AGO 82 (10-23-1963)

Justice of the peace not prohibited from being police judge in city incorporated by special charter. Where a justice of the peace holds office as an elective official, he is not prohibited under NRS 281.055 from holding office at the same time as a police judge of a city incorporated by a special charter within the township. AGO 82 (10-23-1963)

Holding more than one salaried elective office at the same time prohibited. Under the former provisions of NRS 281.055 no person was authorized to hold more than one salaried elective office at the same time. AGO 153 (7-20-1964)

Filing for multiple offices permitted if only one is salaried elective office. Where a candidate files for multiple offices, which candidate may file for different offices if only one office is salaried and elective. Under the former provisions of NRS 281.055, a person was prohibited from holding more than one salaried elective office at the same time. AGO 153 (7-20-1964)

Filing nomination papers for more than one elective office prohibited. Under NRS 281.055 no person may file nomination papers for more than one elective office at any election or hold more than one elective office at the same time; therefore a person currently holding an elective office may file nomination papers for a different elective office. AGO 345 (7-7-1966)

Qualified elector may run for office of county surveyor only in county of residence. A qualified elector may run for the office of county surveyor only in the county in which he resides, because the office is an elective county office under Nev. Art. 4, § 32, and NRS 281.055 prohibits filing for or holding more than one elective office at the same time. AGO 674 (7-14-1970)

NRS 4.150 Vacancy in office; duty of clerk of board of county commissioners.

1. If any vacancy occurs in the office of justice of the peace, the board of county commissioners shall either:
 - (a) Appoint a person to fill the vacancy pursuant to NRS 245.170; or
 - (b) Provide by resolution for an election procedure to fill the vacancy for the remainder of the unexpired term.
2. The clerk of the board of county commissioners of each county shall, within 10 days after a vacancy has occurred in the office of justice of the peace by resignation or otherwise, certify the fact of such vacancy to the Secretary of State.

[Part 31:108:1866; B § 2629; BH § 1666; C § 1812; RL § 2795; NCL § 4795] + [Part 49:108:1866; A 1933, 165; 1939, 146; 1931 NCL § 4813]—(NRS A 1975, 174; 1997, 1292)

ATTORNEY GENERAL'S OPINIONS.

Residence within township unnecessary for appointment to office of justice of the peace. If a vacancy occurs in an office of justice of the peace and the county commissioners elect, pursuant to NRS 4.150, to fill the vacancy by appointment, the residency restrictions of NRS 281.050 and 293.1755 do not apply to applicants for the appointment and the county commissioners need only appoint a "suitable person" (see NRS 4.150 and 245.170) which means one who is a qualified elector meeting the qualifications set forth in Nev. Art. 2, § 1. A residence within the township to which the office pertains is unnecessary for appointment to that office. AGO 87-13 (7-30-87)

RESIGNATIONS, VACANCIES AND TEMPORARY APPOINTMENTS

NRS 245.130 Resignations. Resignations of all county officers, except district judges, shall be made to the board of county commissioners of their respective counties.

[Part 34:108:1866; B § 2632; BH § 1669; C § 1815; RL § 2798; NCL § 4798]

ATTORNEY GENERAL'S OPINIONS.

Officer may withdraw resignation before effective date despite its acceptance. An officer who tenders resignation to become effective at a future date may withdraw it before that date, notwithstanding its acceptance. AGO 133 (8-8-1914)

Upon treasurer's resignation, even if not accepted, duty of commissioners to appoint treasurer until next general election. When a county treasurer resigns, his office becomes vacant whether or not the county commissioners accept the resignation, and it is the commissioners' duty to appoint a treasurer until the next general election. AGO 149 (7-3-1944)

Where district attorney's resignation compulsory, not considered as creating vacancy in office. Resignation is a free and voluntary surrender of office. Thus where a district attorney resigns because of induction into the Army, the resignation is compulsory and should not be considered as creating a vacancy in his office. AGO 150 (7-6-1944)

Commissioner's resignation must be submitted to board. In order to resign from membership on the board of county commissioners, a resignation must be submitted to such board. AGO 7 (2-16-1959)

NRS 245.140 Certification of cause of certain vacancies. Whenever a vacancy occurs in any county office, except in cases of resignation, the clerk of the board of county commissioners of the county where such officer exercised the duties of his or her office, if confined to a single county, and if not thus confined, then the clerk of the board of county commissioners, where such officer last resided, previous to the occurring of such vacancy, shall certify to the board of county commissioners the cause of such vacancy. If such vacancy occurs from the confirmed insanity of the incumbent, or from his or her conviction of a felony, or an offense involving a violation of his or her official bond or oath, the clerk of the board of county commissioners shall also accompany his or her certificate with a certified copy of a judgment found upon the commission of lunacy, or a certified copy of the record of conviction for such felony or offense, as the case may be.

[Part 39:108:1866; B § 2637; BH § 1674; C § 1820; RL § 2803; NCL § 4803]

NRS 245.150 Certification of vacancy to Secretary of State. Within 10 days after a vacancy has occurred in any county office, by resignation or otherwise, the clerk of the board of county commissioners shall certify the fact of such vacancy to the Secretary of State.

[Part 31:108:1866; B § 2629; BH § 1666; C § 1812; RL § 2795; NCL § 4795]

NRS 245.160 When commissioners declare an office vacant. The board of county commissioners shall declare vacant the office of every county officer, except the office of district judge, required by law to execute an official bond, whenever a final judgment shall be obtained against such officer for a breach of the conditions of such bond, or whenever such officer shall be finally convicted of a felony, or any offense involving a violation of the officer's official oath.

[Part 38:108:1866; B § 2636; BH § 1673; C § 1819; RL § 2802; NCL § 4802]

ATTORNEY GENERAL'S OPINIONS.

Justice of the peace does not forfeit office automatically by failure to execute bond, commissioners must declare office forfeited. One who is elected a justice of the peace does not forfeit office automatically by failure to execute a bond. It is the duty of the county commissioners to declare the office forfeited and then proceed to fill the vacancy. AGO 2 (1-6-1917)

NRS 245.170 Vacancies: Appointment by board of county commissioners; placement of office or position on ballot under certain circumstances. Except as otherwise provided by specific statute:

1. If a vacancy is declared in any county or township office, except the offices of district judge and county commissioner:

(a) Thirty days or more before the date of the close of filing of declarations of candidacy specified in NRS 293.177, and the office is not otherwise scheduled for election at the next ensuing biennial election:

(1) The board of county commissioners shall appoint a suitable person who is an elector of the county to fill the vacancy until the first Monday of January after the next ensuing biennial election;

(2) The office must be placed on the ballot at that election; and

(3) The person elected shall serve the remainder of the unexpired term.

(b) At any other time, the board of county commissioners shall appoint a suitable person who is an elector of the county to serve the remainder of the unexpired term.

2. If a vacancy is declared in the position of a member of a town board appointed or elected pursuant to the provisions of NRS 269.016 to 269.022, inclusive:

(a) Thirty days or more before the date of the close of filing of declarations of candidacy specified in NRS 293.177, and the position is not otherwise scheduled for election at the next ensuing biennial election:

(1) The board of county commissioners shall appoint a suitable person who is an elector of the unincorporated town to fill the vacancy until the first Monday of January after the next ensuing biennial election;

(2) The position must be placed on the ballot at that election; and

(3) The person elected shall serve the remainder of the unexpired term.

(b) At any other time, the board of county commissioners shall appoint a suitable person who is an elector of the unincorporated town to serve the remainder of the unexpired term.

[19:80:1865; B § 3087; BH § 1959; C § 2121; RL § 1518; NCL § 1951] + [49:108:1866; A 1933, 165; 1939, 146; 1931 NCL § 4813]—(NRS A 1977, 54; 1997, 1291; 2013, 468)

REVISER'S NOTE.

NCL § 1951 provides that whenever a vacancy shall occur in any county office, except the office of county commissioner, the board of county commissioners shall appoint some suitable person to fill the vacancy until the next general election. Cf. 1931 NCL § 4813, which provides that when any vacancy shall occur in any county office, except the office of district judge, the board of county commissioners shall appoint some suitable person to fill such vacancy until the next ensuing biennial election. Note that it would appear that 1931 NCL § 4813 supersedes NCL § 1951. However, one section excludes the office of county commissioner, the other the office of district judge. The reviser combined both sections, by excluding both the office of district judge and county commissioner, both of which are filled by the governor, and limiting the appointment until the next ensuing biennial election.

NEVADA CASES.

Section does not contemplate appointment to fill vacancy occurring after election but before newly elected officer to assume duties, keeping duly elected person out of his regular term. Sec. 49, ch. 108, Stats. 1866 (cf. NRS 245.170), which provides that persons appointed to fill vacancies occurring in county offices shall hold office until the next general election, does not contemplate that an appointment to fill a vacancy occurring after an election but before newly elected officers are to assume their duties can keep out of his regular term a person legally chosen at such election. *State v. Wells*, 8 Nev. 105 (1872)

Section did not repeal statute providing for filling of vacancies in office of county commissioner. NCL § 1935 (cf. NRS 244.040), which provided for the filling of vacancies in the office of county commissioner by appointment by the governor, was not repealed by implication or otherwise by ch. 127, Stats. 1933 (cf. NRS 245.170), which provided for the filling of vacancies occurring in any county or township offices by appointment by the board of county commissioners. *State ex rel. Wichman v. Gerbig*, 55 Nev. 46, 24 P.2d 313 (1933)

Section has no bearing upon vacancies in state offices. NCL § 4813, as amended by ch. 112, Stats. 1939 (cf. NRS 245.170), which pertains to the filling of vacancies in county offices by election has no bearing upon the filling of vacancies in state offices. *Grant v. Payne*, 60 Nev. 250, 107 P.2d 307 (1940)

ATTORNEY GENERAL'S OPINIONS.

Upon sheriff's death, commissioners to appoint sheriff to act until next general election. In the event of the death of the sheriff, the county commissioners must appoint a sheriff to act until the next general election, at which time voters must elect a person to fill the unexpired term and also elect a sheriff for the succeeding term. AGO 117 (4-22-1914)

Justice of the peace does not forfeit office automatically by failure to execute bond, commissioners must declare office forfeited. One

who is elected a justice of the peace does not forfeit office automatically by failure to execute a bond. It is the duty of the county commissioners to declare the office forfeited and then proceed to fill the vacancy. AGO 2 (1-6-1917)

Upon treasurer's resignation, even if not accepted, duty of commissioners to appoint treasurer until next general election. When a county treasurer resigns, his office becomes vacant whether or not the county commissioners accept the resignation, and it is the commissioners' duty to appoint a treasurer until the next general election. AGO 149 (7-3-1944)

Where county officer resigns after primary election, commissioners should make appointment to fill vacancy until November election. Where a county officer resigns after the primary election, the county commissioners should make an appointment to fill the vacancy until the November election and the county central committees should pick candidates to go on the ballot. AGO 657 (7-26-1948)

Person appointed to fill vacancy of office of sheriff serves until next biennial election. A person appointed to fill a vacancy in the office of sheriff serves only until the next biennial election. AGO 145 (2-18-1952)

Person elected to fill sheriff's office by interim biennial election takes office on 1st Monday in January following election. A person elected to fill a sheriff's office by an interim biennial election takes office on the 1st Monday in January following the election rather than immediately after the election. AGO 188 (7-24-1956)

Vacancy on board created by resignation shall be filled by appointment by governor. A vacancy on the board of county commissioners, created by the resignation of a member of such board, shall be filled by appointment by the governor. AGO 7 (2-16-1959)

Where vacancy is created in office of district attorney before biennial general election and after last day for filing declaration of candidacy, appointment to fill vacancy may not extend beyond next biennial election. Under NRS 245.170 and 252.060, relating to a vacancy in the office of district attorney and the filling of that the vacancy, where the vacancy is created before the biennial general election but after the last day for filing a declaration of candidacy pursuant to NRS 294.120 (cf. NRS 293.177), an appointment to fill the vacancy may not extend beyond the next biennial election. AGO 179 (9-20-1960)

Where district attorney is elected at election other than general election for that office, term to begin immediately upon qualification. Under NRS 245.170 and 252.060, relating to the filling of vacancies in county offices and the office of district attorney, where a district attorney is elected at a general election other than the general election at which district attorneys are regularly elected, his term of office begins immediately upon qualification as provided in NRS 282.010, relating to the commencement of terms of elected officials. AGO 195 (12-2-1960)

Vacancies in office of directors of county fire protection district filled by commissioners' appointment. Offices of directors of county fire protection districts are county offices, and vacancies therein can be filled through appointment by county commissioners pursuant to NRS 245.170. AGO 240 (8-21-1961)

Where county officer resigns after last day for filing declaration of candidacy, that office must be placed on next biennial general election pursuant to statute relating to vacancy in party nomination after primary election. Where a county officer resigns after the last day for filing a declaration of candidacy under NRS 293.177, that office must be placed on the ballot for the next biennial general election because NRS 245.170 limits the duration of an appointment to fill a vacancy, and a candidate for that office must be designated pursuant to NRS 293.165, relating to a vacancy in a party nomination after a primary election. AGO 84-4 (2-6-1984)

Residence within township unnecessary for appointment to office of justice of the peace. If a vacancy occurs in the office of justice of the peace and the county commissioners elect, pursuant to NRS 4.150, to fill the vacancy by appointment, the residency restrictions of NRS 281.050 and 293.1755 do not apply to applicants for appointment and the county commissioners need only appoint a "suitable person" (see NRS 4.150 and 245.170) which means one who is a qualified elector meeting the qualifications set forth in Nev. Art. 2, § 1. Residence within the township to which the office pertains is unnecessary for appointment to that office. AGO 87-13 (7-30-1987)

Membership in political party not qualification for appointment as county assessor. A board of county commissioners may not consider the political party of an applicant to fill a vacancy in the office of county assessor pursuant to NRS 250.040 because membership in a political party is not a qualification for a person to be appointed to that office (see NRS 245.170). AGO 96-16 (6-25-1996)

Terms of office of persons filling vacancy in office of county assessor. Where there is a vacancy in the office of county assessor and the office is not scheduled for election at the next ensuing biennial election, the person appointed to fill the vacancy pursuant to NRS 245.170 and 250.040 holds office until the next biennial election and the person elected to the office at that election holds the office for the remainder of the unexpired term. (N.B., opinion issued before amendment of NRS 245.170 and 250.040 in 1997.) AGO 96-16 (6-25-1996)

NRS 245.180 Temporary appointments.

1. When, at any time, there shall be in the county offices, except the office of district judge, no officer duly authorized to execute the duties thereof, some suitable person may be temporarily appointed by the board of county commissioners to perform the duties of such offices, until they are filled by election or appointment, as provided by

law. In case there is no board of county commissioners in such county, the Governor may, on notice of such vacancy, create or fill such board.

2. Any person so appointed, in pursuance of subsection 1, shall, before proceeding to execute the duties assigned the person, qualify in the same manner as required by law of the officer in whose place he or she shall be appointed; and he or she shall continue to exercise and perform the duties of the office to which he or she shall be so appointed until the election of his or her successor at the next ensuing biennial election, and the qualification of such successor thereafter.

[Part 41:108:1866; B § 2639; BH § 1676; C § 1822; RL § 2805; NCL § 4805] + [Part 42:108:1866; B § 2640; BH § 1677; C § 1823; RL § 2806; NCL § 4806]

REVISER'S NOTE.

In revised subsec. 2, "until the election of his successor at the next ensuing biennial election, and the qualification of such successor thereafter." replaced "until the election of his successor, at the next session of the Legislature, or the next general election, and the qualification of such successor thereafter."

ATTORNEY GENERAL'S OPINIONS.

Upon sheriff's death, commissioners to appoint sheriff to act until next general election. In the event of the death of the sheriff, the county commissioners must appoint a sheriff to act until the next general election, at which time the voters must elect a person to fill the unexpired term and also elect a sheriff for the succeeding term. AGO 117 (4-22-1914)

School trustee is not a county officer. RL § 2805 (cf. NRS 245.180) limits the powers of county commissioners in temporarily filling vacancies to "county officers." A school trustee is not a county officer. AGO 282 (9-30-1927)

NRS 245.185 Temporary limited appointments of certified persons with disabilities.

1. To assist persons with disabilities certified by the Rehabilitation Division of the Department of Employment, Training and Rehabilitation, the board of county commissioners of each county is encouraged and authorized to make temporary limited appointments of certified persons with disabilities for a period not to exceed 700 hours for each appointment notwithstanding that the positions so filled are permanent positions. A person with a disability who is certified by the Rehabilitation Division must be placed on the appropriate list for which the person is eligible.

2. Each such person must possess the training and experience necessary for the position for which he or she is certified. The Rehabilitation Division must be notified of the request of the board of county commissioners for a list of eligibility on which the names of one or more certified persons with disabilities appear. A temporary limited appointment of a certified person with a disability pursuant to this section constitutes the person's examination as required by NRS 284.215.

3. The board of county commissioners shall adopt regulations to carry out the provisions of this section.

4. This section does not prevent a county from employing:

(a) A person with a disability if the person is available and eligible for permanent employment.

(b) A person with a disability who is employed pursuant to the provisions of this section in permanent employment if the person qualifies for permanent employment before the termination of his or her temporary limited appointment.

5. If a person appointed pursuant to this section is appointed to a permanent position during or after the 700-hour period, the 700 hours or portion thereof must be included in calculating the employee's probationary period.

(Added to NRS by 1987, 426; A 1991, 159; 1993, 471, 1546; 1995, 522)

NRS CROSS REFERENCES.

Persons with disabilities, employment policy, NRS 284.012

LANDER COUNTY COMMISSIONERS MEETING
3/22/2018

Agenda Item Number __4__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove Proclamation 2018-02 declaring March 10, 2018 Vicky Jones Day, and all other matters properly related thereto.

Public Comment:

Background: **Proclamation attached**

Recommended Action:

LANDER COUNTY PROCLAMATION 2018-02
IN SUPPORT OF
March 10, 2018 Vicky Jones Day

To designate the day of March 10, 2018, as Vicky Jones Day.

WHEREAS, participation in the community is vital to small rural areas an public service is a critical part of all communities; and

WHEREAS, Vicky Jones sometimes worked two to three jobs to make ends meet and support her family; and

WHEREAS, Vicky Jones was given the Outstanding Instructor Award in 2001, Citizen of the year in 2002, served on the Fair & Recreation Board for 13 years, joined the Volunteer Ambulance Service in Austin and remained a member for 30 years and was always ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, the training to become an EMT/AEMT is exhausting but the continuing education to keep your certification and licensure can be just as exhausting year in and year out; and

WHEREAS, access to quality and responsive emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the local Volunteer Emergency Medical Services has grown to fill a gap by providing important, out of hospital care, including 911 response, preventative medicine, follow-up visits, sometimes even a ride to access the system when an ambulance ride wasn't what they wanted or even just providing a meal; and

WHEREAS, the Emergency Medical Services system consists of emergency medical responders, emergency medical technicians, advanced emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and others who remember and have worked with Vicky Jones; and

WHEREAS, it is appropriate to recognize the value, the need, the cost savings and the accomplishments of emergency medical services providers by remembering those that have given so much to their community; now

THEREFORE, We the Board of Lander County Commissioners in recognition of the selfless act of volunteerism as a true hero to the community, as an EMT/AEMT and EMS instructor and a citizen of Austin, Nevada in Lander County, let it be resolved that the Lander County Commissioners hereby proclaim the day of March 10, 2018 as Vicky Jones Day in all of Lander County.

Passed, Approved and Adopted this **22nd** day of **March** 2018, by **<insert Name>** of Lander County.

Attest:

LANDER COUNTY COMMISSIONERS MEETING
3/22/2018

Agenda Item Number __5__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding the Austin Realignment Project and to have Summit Engineering give an update, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
3/22/2018

Agenda Item Number __6__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding the Battle Mountain Levee and to have Summit Engineering give an update, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
3/22/2018

Agenda Item Number 7

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove a modified contract between Lander Enterprises, LLC and Lander County for the Mountain View Golf Course Clubhouse Lease, and all other matters related thereto.

Public Comment:

Background: **Attached**

Recommended Action:

MODIFIED
MOUNTAIN VIEW CLUBHOUSE LEASE

This Lease is made by and between Lander County, a political subdivision of the State of Nevada, hereinafter referred to as ("Lander County"), and Lander Enterprises, LLC, hereinafter referred to as ("Contractor").

RECITALS

WHEREAS, Contractor desires to provide professional management services for the Mountain View Golf Clubhouse in Battle Mountain, Nevada.

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:

- a. Contractor shall, subject to all terms, conditions, and limitations specified hereinafter, perform the following professional services:

I. The Contractor shall establish and maintain complete books, accounts, and records showing all Lander County business transacted in connection with the operation of the Course in compliance with generally accepted accounting principles. The Contractors's collection of receipts and accounting thereof shall be governed by the following procedures:

* The Contractor shall process, through a cash register and in a manner consistent with generally accepted accounting and cash controls, all money collected from daily operations of Mountain View Golf Course, including daily green fees, and any other daily fees that may be appropriate. Contractor shall not make any personal or other use of daily fees collected and these daily collected fees shall be held by Contractor in a fiduciary capacity. All "daily fees" collected by Contractor shall be deposited at least once per week on Monday by close of business with the Lander County Administrative Offices. Daily reports of gross revenues shall include a breakdown of revenue collected by specific source.

* On behalf of Lander County, the Administrative Offices of Lander County shall collect all fees, trail fees and event fees, cart barn storage fees and all other fees that are not considered "daily fees".

* The Contractor shall establish and maintain complete books, accounts, and records showing all Lander County business transacted in connection with the operation of the Course in compliance with generally accepted accounting principles. The Contractor shall maintain a system of accounts acceptable to Lander County and its auditors. All accounting records and supporting documents shall be subject to audit and inspection and made available at any and all reasonable times to Lander County and its authorized officers, agents or employees. Accounting records and supporting documents invariably shall be available on the schedule required by the County's auditors.

* The term "green fee" shall be defined as all revenue collected from daily regular fees, monthly and annual discounted fees, advance reservation fees and other categories of revenue which may be established.

ii. The Contractor shall be responsible for the protection of the use of the golf course and treatments.

iii. The Contractor shall be responsible for the maintenance of the driving range and of the putting green. Contractor will provide all equipment for driving range and putting green including but not limited to range balls, putters, and practice drivers. The Contractor will furnish the necessary labor to pick up golf balls and debris from the driving range and putting green areas, in preparation for grass mowing, at no cost to Lander County.

iv. The Contractor shall be responsible for the sale, rental, and repair of all items relating to the game of golf.

v. Contractor shall be entitled to the profits of all cart rental fees, pro shop revenues, bar revenues, restaurant revenues, driving range revenues, and food and beverage revenues.

vi. Contractor will provide modern and efficient golf course clubhouse services, including the operation of a restaurant, food and beverage service, a limited pro shop, while maintaining a clean, golfer friendly atmosphere.

vii. Contractor shall also work with Lander County Convention and Tourism, Battle Mountain Chamber of Commerce and Civic Center in a manner to build a reputation that can host special events and encourage the use of the facility.

viii. The Lander County Greens Keeper shall decide when the golf course opens and closes each year. Contractor shall open the clubhouse at that time for seven (7) days per week, weather permitting, from sunrise to sundown during the golf season. Contractor shall ensure that the clubhouse is open and manned during those hours.

At all times there will be present at least one (1) legal adult on the premises with the knowledge, expertise, and authority to make decisions regarding operations.

ix. Within thirty (30) days of the signing of this Lease, Contractor understands and agrees that Contractor shall be required to apply for, receive and provide proof of the following: a State of Nevada Business Sales Tax License, Lander County business license, Health Permits, Lander County Liquor License, industrial insurance on all principals and employees, General Liability in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate listing Lander County as an additional insured, and any other licenses or insurance required by law. Inability of Contractor to acquire and provide proof to the Executive Director within thirty (30) days any of the licenses or other requirements as set forth herein shall terminate the contract without recourse.

x. Contractor shall pay any and all fees related to its operation. Contractor shall pay any and all applicable income taxes, payroll taxes, or other taxes relating to its operation.

xi. Contractor will provide five (5) working and serviceable golf carts for use at the Mountain View Golf Course, the fees for which shall be retained by Contractor. Contractor will be responsible for all maintenance on said carts, including but not limited to, replacement of batteries and tires. If any of the provided golf carts run off of gasoline, Contractor will be responsible for filling the golf carts with gasoline.

xii. Lander County Administrative Offices as well as Contractor will accept applications for special events at the golf course. County and Contractor shall discuss and agree to the scheduling for these "special events" to make sure the golf course and/or clubhouse is available that particular day or weekend.

b. Lander County shall include the following in this Lease:

I. Equipment for a kitchen, restaurant, bar, pro shop, e.g. black top and oven, refrigerator, fryer, shelving, pots, pans, utensils, plates, bowls, etc.

2. Maintenance and Utilities:

a. Lander County shall be responsible for the maintenance of the buildings, Lander County equipment, landscape, grounds, deck area and the parking lot.

b. Lander County shall be responsible for the maintenance and repair to the plumbing, heating and electrical services and systems inside the buildings and upon the grounds.

- c. Lander County shall provide the maintenance and repairs required under this paragraph upon the submission of maintenance/repair requests submitted by Contractor and approved by Lander County.
 - d. Lander County shall pay for utilities to run the clubhouse.
 - e. Contractor shall provide general maintenance and cleaning of the interior of the clubhouse, deck areas, grounds surrounding the clubhouse and parking lot and shall keep the facilities in good, clean and safe order.
 - f. Contractor shall be responsible for any and all maintenance and/or replacement of any property owned by Contractor.
 - g. Contractor will report all building and/or inventory problems or issues to Lander County within forty-eight (48) hours.
- 3. Lease Payments: Contractor shall pay to Lander County six hundred dollars (\$600.00) per month due on the first (1st) of every month, effective February 1, 2017.
 - 4. Term: This Lease shall remain in effect from January 1, 2017 until December 31, 2019.
 - 5. Effective Date: This Lease shall not become effective until and unless approved by appropriate official action of the governing body/official of each of the parties.
 - 6. Liability and Hold Harmless: To the extent authorized by law, Contractor agrees to indemnify and hold harmless Lander County from any loss, damage, liability, cost or expense to the person or property of another, which is caused by the intentional or negligent acts of Contractor, its officers, employees or agents. Moreover, Contractor agrees to indemnify and hold harmless Lander County from any claim or potential claim from Contractor, its officers, employees, agents or guests resulting from any loss, damage, liability, cost or expense caused by any reason.
 - 7. Amendment or Modification: Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, in entering into this Lease, except as are stated herein, and no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by both the parties.
 - 8. Termination: This Lease may be Terminated prior to the expiration of the term as follows:
 - a. Lander County or Contractor may terminate this Lease with or without cause upon thirty (30) days written notice served upon the other party as provided in this Lease.

b. Lander County and Contractor may agree in writing to terminate this Lease at any time.

c. Upon termination, Contractor shall be compensated for time and materials at the agreed upon rates, plus costs, for work performed prior to the termination, including reasonable expenses incurred

9. Notices: All notices or other communications required or permitted to be given under this Lease 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:

Contractor:	Lander County:
Lander Enterprises, LLC	Lander County Commissioners
HC 61 Box 195	50 State Route 305
Battle Mountain, Nevada 89820	Battle Mountain, Nevada 89820

10. 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 Lease.
11. Assignment: The rights granted and responsibilities incurred under this Lease may not be assigned without the written consent of Lander County.
12. Third Party Beneficiaries: The enforcement of the terms and conditions of this Lease and all rights of action relating to such enforcement shall be strictly reserved to the parties of the Lease. There are no third party beneficiaries to this Lease, and nothing contained in or implied by this Lease shall give or allow any such claim or right of action by any other or third person.
13. Governing Law: This Lease shall be construed and governed by the laws of the State of Nevada. Any action arising from this Lease must be filed in the Eleventh Judicial District Court in and for the County of Lander.
14. Attorney's Fees: Should either party be required to pursue legal action to enforce the terms and conditions of this Lease, the prevailing party shall be entitled reasonable attorney fees and court costs, in all proceedings.
15. Governmental Immunity: Nothing contained herein waives or is intended to waive any protections that may be applicable to Lander County or any of its elected or appointed officials, employees, or agents under any applicable statutes, rules or regulations providing

governmental immunity, or any other rights, protections, immunities, defenses or limitations on liability to Lander County or such related parties that are provided by law.

16. Captions: The headings used in this Lease 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 Lease or the intent hereof.
17. Integration: This Lease shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Lease and shall be of no force or effect.
18. Relationship: This Lease 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. It is understood and agreed that this is not a contract of employment in the sense that the relation of master and servant exists between Lander County and Contractor or between Lander County and any assistants or employees of Contractor. Contractor at all times shall be deemed to be an independent contractor.
19. Force Majeure: Neither party shall be responsible for any failure or delay in its performance under this Lease 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.
20. Severability: If any covenant, phrase, clause, paragraph, section, condition or provision contained within this Lease 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 Lease.
21. Construction: This Lease shall be construed without to the identity of the party who drafted various provisions of the Lease. Moreover, each and every provision of this Lease shall be construed as though all parties to this Lease participated equally in the drafting of this Lease. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.
22. 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 Lease.
23. Proper Authority: The parties hereto represent and warrant that the person executing this Lease on behalf of each party has full power and authority to enter into this Lease and that the parties are authorized by law to perform the services set forth in this Lease.

24. 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 Lease as of the signatures indicated below:

LANDER COUNTY
LANDER COUNTY BOARD OF COMMISSIONERS

By: _____
Doug Mills, Chair

Date: _____

Attest:

Approved as to Form and Legality:

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

Theodore C. Herrera
Lander County District Attorney

Contractor

By: _____
Gerrit, Lander Enterprises, LLC

Date: _____

LANDER COUNTY COMMISSIONERS MEETING
3/22/2018

Agenda Item Number __8__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding moving forward with ORMAT to assist Lander County for the repair and maintenance of Grass Valley Road in Austin, Nevada, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
3/22/2018

Agenda Item Number __9__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove the contract between the Bureau of Land Management and Austin Airport for fire-fighting aircraft and authorization for Chair to sign, and all other matters properly related thereto.

Public Comment:

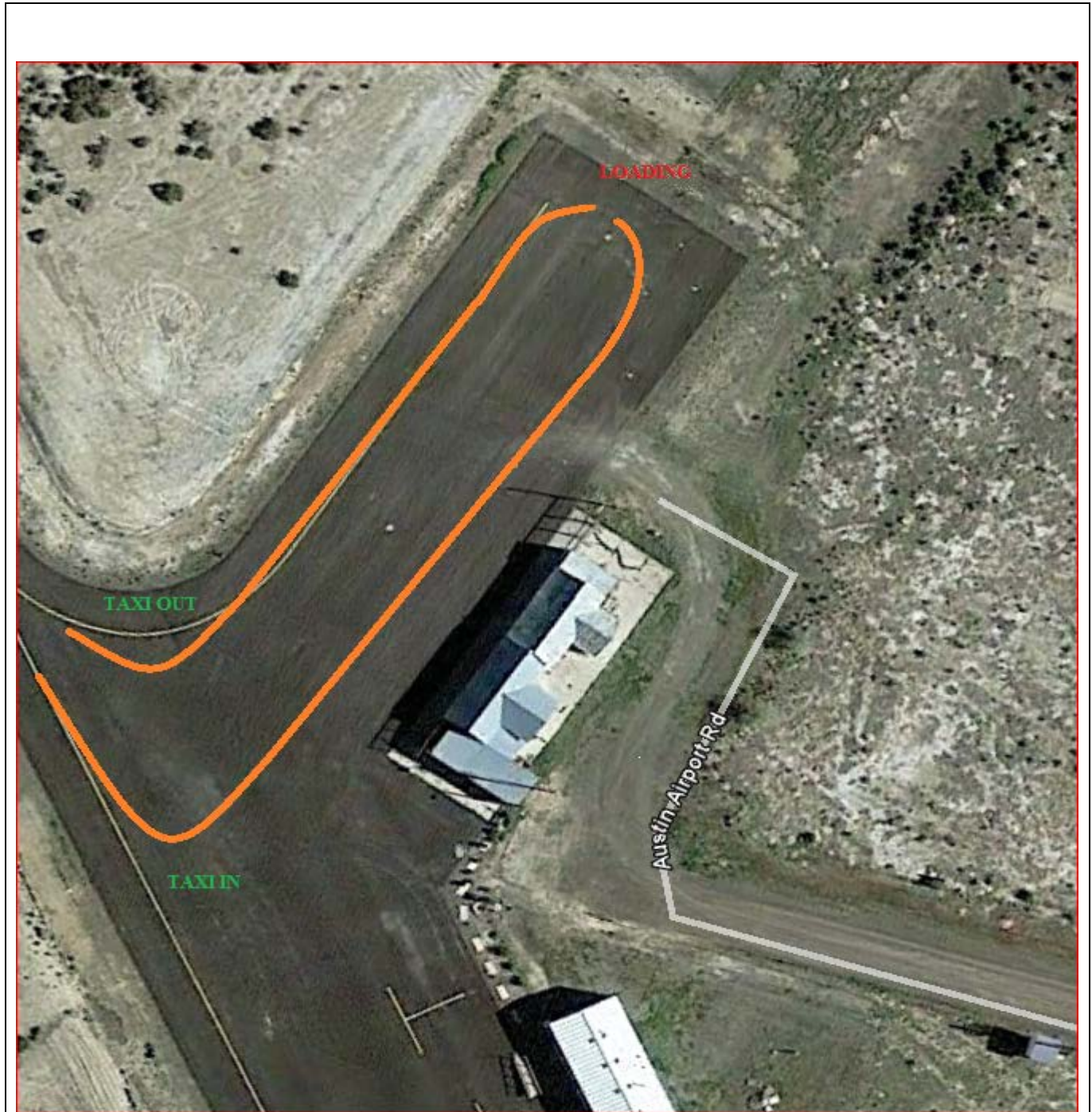
Background: **Attached**

Recommended Action:

EMERGENCY FACILITIES & LAND USE AGREEMENT

INCIDENT AGENCY Bureau of Land Management Battle Mountain District Office 50 Bastian Road Battle Mountain, NV 89820		<div style="float: right;">Page <u>1</u> of <u>8</u></div> AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT AGREEMENT NUMBER LVB1800001	
		EFFECTIVE DATES:	Beginning: April 01, 2018 Ending: April 01, 2023
OWNER (name, address, phone number-include day/night/cell/fax) Lander County (Austin Airport KTMT) 50 State Route 305 Battle Mountain, NV 89820 Attention: Keith Westengard (775) 635-2885 DUNS: 073792913 EIN/SSN: PAYMENT ADDRESS: <input checked="" type="checkbox"/> Same as above		INCIDENT NAME: INCIDENT NUMBER: RESOURCE ORDER NUMBER: JOB CODE (P#) AND OVERRIDE:	
TYPE OF CONTRACTOR : <div style="display: flex; justify-content: space-between; font-size: small;"><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> HUBZONE <input type="checkbox"/> SERVICE DISABLED VETERAN <input checked="" type="checkbox"/> COUNTY GOVT.</div>			
DESCRIPTION OF LAND/FACILITIES: The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as: Single Engine Air Tanker (SEAT) base for mixing and loading fire retardant into firefighting aircraft. Water required for mixing retardant will be provided by the airport from a fire hydrant. The cost of electricity and water will be reflected in the daily use fee paid by the Bureau of Land Management (BLM). This agreement is intended for use by the Battle Mountain, Winnemucca and Carson City Districts of BLM NV.			
County: <u>Lander County</u> State: <u>Nevada</u> Latitude and Longitude: <u>39 28' 11.23" X 117 11' 40.71"</u> (Austin Airport KTMT)			
ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.			
RATE: For each day that the land/facilities are used, the Government will pay the rate of \$300.00 per day. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$0 , payment will be incurred for days when officially used during a fire incident. Facility: <u>Flight Planning Building</u> . Payment shall be in accordance with the incident Agency payment procedures.			
UTILITIES AND SERVICES: (check only one) <div style="margin-top: 5px;"><input checked="" type="checkbox"/> The above rate includes utility charges for the following: <input checked="" type="checkbox"/> ELECTRICITY <input checked="" type="checkbox"/> WATER <input type="checkbox"/> The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: _____</div>			
RESTORATION: Restoration beyond ordinary wear and tear. (check only one) <div style="margin-top: 5px;"><input checked="" type="checkbox"/> The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: <u>Wash down of any spilled retardant and the clean-up of any FOD (Foreign Object Debris)</u>. When facilities are used during an incident, the facilities will be cleaned and restored to pre-use condition. <input type="checkbox"/> The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner in restoring land/facilities to their prior condition shall be submitted to the Contracting Officer.</div>			
ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.			
ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.			
CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition. Refer to attached Checklists.			
OTHER: Describe in detail: Firefighting aircraft are under contract with the Federal Government and vendors are responsible for fuel, oil and retardant spills and their clean up. Vendors are required to carry spill kits with them at all times under Government contract. Trash services will be supplied by the incident. BLM will provide for trash services and portable restrooms during a fire incident.			
TERMS AND CONDITIONS: See attachment.			
CHECKLIST(s): See attachment.			
Carson City Contact: Shane Charley (Aviation Officer) 775-885-6182 Cell 775-720-3411			
Battle Mountain Contact: Mary Loan (Zone Aviation Officer) 775-623-2397 Cell 775-304-1021			

Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.



ADDITIONAL CLAUSES:

The Attached Federal Acquisition Regulation (FAR) Clauses apply to this agreement.

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE: 3/19/2018
PRINT NAME AND TITLE: PHONE NUMBER (if different from Owner's)		PRINT NAME AND TITLE: DAVID W. APPOLD, CONTRACTING OFFICER PHONE NUMBER: 775-861-6417	

PRE-USE INSPECTION: Description or photos (no digital) or condition immediately prior the Government's occupancy. Refer to attached checklist.

Owner/Agent: _____
(Print Name)

Government Agent: _____
(Print Name)

Signature: _____

Signature: _____

Date: _____

Date: _____

POST-USE INSPECTION: Description of photos (no digital) or condition immediately following the Government's occupancy.

TOTAL AMOUNT DUE \$ _____ Days used ____ X \$300.00 = **(Total amount due to Lander County)**

RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Contractor hereby releases the Government from any and all claims arising under this agreement except as reserved in remarks.

REMARKS:

Owner/Agent: _____
(Print Name)

Government Agent: _____
(Print Name)

Signature: _____

Signature: _____

Date: _____

Date: _____

**FEDERAL ACQUISITION REGULATION (FAR) CLAUSES
EMERGENCY FACILITIES AND LAND USE AGREEMENT**

**52.213-4 TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (OTHER THAN
COMMERCIAL ITEMS)** Jan 2017

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(ii) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(iii) 52.222-21, Prohibition of SEgregated Facilities (Apr 2015).

(iv) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jan 2017).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

(vii) 52.233-1, Disputes (May 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (Jan 2017).

(ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$30,000 or more).
- (ii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold).
- (iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (May 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iv) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212) (Applies to contracts of \$150,000 or more).
- (v) 52.222-36, Equal Employment for Workers with Disabilities (Jul 2014) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, “United States” includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (vi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212) (Applies to contracts of \$150,000 or more).
- (vii) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf.)
- (viii)
 - (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).
 - (B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).
- (ix) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia).
- (x) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United states (the 50 States and the District of Columbia.))
- (xi) 52.213-4, Terms and Conditions – Simplified Acquisitions (Other than Commercial Items).
- (xii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xiii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693) (Applies to contracts for products as prescribed at FAR 23.804(a)(1)).

(xiv) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xv) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xvi) 52.223-20, Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvii) 52.223-21, Foams (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities).

(xviii) 52.225-1, Buy American —Supplies (May 2014) (41 U.S.C. chapter 83) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States).

(xx) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xxi) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App.1241) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Jun 2016) (Applies to contracts when the contractor of a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (Applies to contracts over \$35,000).

(iii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil>

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus

reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

END OF AGREEMENT

LANDER COUNTY COMMISSIONERS MEETING
3/22/2018

Agenda Item Number _10__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove the Grant Program Agreement between Lander County and Research and Consulting Services, Inc. (Rex Massey), and authorizing the Chair to sign, and all other matters properly related thereto.

Public Comment:

Background: **attached**

Recommended Action:

GRANT PROGRAM AGREEMENT

This Grant Program Agreement, hereinafter referred to as "Agreement" is made by and between Lander County, a political subdivision of the State of Nevada, hereinafter referred to as ("Lander County"), and Research and Consulting Services, Inc., hereinafter referred to as ("RCS").

RECITALS

WHEREAS, RCS desires to provide professional services, professional consultation and advice, for a professional fee (as set forth in Exhibit A, Scope of Work, attached) in connection with the implementation of the Lander County Grant Program; and

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: RCS shall, subject to all terms, conditions, and limitations specified hereinafter, perform the professional services as described in Exhibit A, Scope of Work, attached.
2. Obligations of Lander County: Lander County shall provide the following to RCS:
 - A. All criteria and full information as to Lander County's requirements and designate a person with authority to act on Lander County's behalf on all matters concerning the Agreement.
 - B. Furnish to RCS relevant studies and reports; and RCS shall be entitled to rely upon all such information and services in performing services hereunder.
 - C. Arrange for access to and make all provisions for RCS to enter upon public and private property as required for RCS to perform services hereunder.
3. Term: This Agreement shall remain in effect from the date it is approved by both parties to the 1st day of April 2018 and shall terminate April 1, 2019 unless extended by Lander County or replaced by another agreement. This term shall be subject to earlier termination as hereafter provided.
4. 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.
5. Payment: Lander County shall reimburse RCS a sum not to exceed fifteen thousand dollars (\$15,000.00) for satisfactory work with regard to the Scope of Work outlined in Exhibit A. All direct expenses shall generally be incurred at cost. RCS shall submit monthly statements

of services rendered and reimbursable expenses, and Lander County shall provide prompt payment to RCS, not to exceed sixty (60) days of receipt of monthly statement.

6. Liability and Hold Harmless: To the extent authorized by law, RCS agrees to indemnify and hold harmless Lander County from any loss, damage, liability, cost or expense to the person or property of another, which is caused by the intentional or negligent acts of RCS, its officers, employees or agents. Moreover, RCS agrees to indemnify and hold harmless Lander County from any claim or potential claim from RCS, its officers, employees, agents or guests resulting from any loss, damage, liability, cost or expense caused by any reason.
7. 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.
8. Termination: This Agreement may be Terminated prior to the expiration of the term as follows:
 - A. Lander County or RCS may terminate this Agreement with or without cause upon thirty (30) days written notice served upon the other party as provided in this Agreement.
 - B. Lander County and RCS may agree in writing to terminate this Agreement at any time.
 - C. Upon termination, RCS shall be compensated for time and materials at the agreed upon rates, plus costs, for work performed prior to the termination, including reasonable expenses incurred.
9. 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:

RCS:	Lander County:
RCS, Inc.	Lander County Commissioners
Attn: Rex Massey	50 State Rte. 305
P.O. Box 19549	Battle Mountain, Nevada 89820
Reno, Nevada 89511	
10. 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.
11. Assignment: The rights granted and responsibilities incurred under this Agreement may not be assigned without the written consent of Lander County.

12. 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.
13. 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.
14. 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.
15. Governmental Immunity: Nothing contained herein waives or is intended to waive any protections that may be applicable to Lander County or any of its elected or appointed officials, employees, or agents under any applicable statutes, rules or regulations providing governmental immunity, or any other rights, protections, immunities, defenses or limitations on liability to Lander County or such related parties that are provided by law.
16. 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.
17. 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.
18. 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 ventures or members of any joint enterprise.
19. 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.
20. 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.
21. 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.

22. 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.

23. 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.

24. 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: _____

ATTTEST:

APPROVED AS TO LEGALITY
AND FORM:

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

THEODORE C. HERRERA
Lander County District Attorney

RCS

By: _____
REX MASSEY, Owner

Date: _____

Exhibit A

Scope of Work and Fee Schedule

Scope of Work:

Task 1 Identify and Access Grant Sources for Lander County

Develop a comprehensive listing of funding source (grants and loans) typically utilized by local governments. The listing is not intended to be an all-inclusive listing of every funding source, but instead an identification of feasible sources. Information to be provided for each source:

1. Identify funding sources for public projects by agency and source (federal and state).
2. General application and use of funds and the amount of assistance available.
3. Matching requirements (if any) and type of match (cash, in-kind).
4. Funding constraints and upfront requirements (income, location, process and procedure).
5. Private and foundation funding.
6. Utilization, planning and scheduling of funds and their use-See Task 2.
7. Technical assistance available.
8. Departments likely to utilize funding.
9. Availability of funding-grant cycle.

The above information will be organized into a directory. Service related funding opportunities will also be identified. These sources support on-going community services in the areas of recreation, social services, economic development, housing support, etc.

Substantial grant awards and special rate financing opportunities can be available to Lander County. In the past, the County regularly accessed available funding opportunities. Re-establishing a grant program requires a concentrated upfront effort. Once established and functioning, there are administrative funds available to support on-going grant program staffing requirements.

Task 2 General Capital Improvements Planning and Accessing Financial Resources for Major Projects.

Develop a comprehensive listing of major capital improvements and matching those improvements with a variety of funding sources. The plan should encompass at least 5 years and should identify projects in order of priority. Funding sources can then be matched against the availability of grants and other financing sources. The improvements plan will incorporate major capital improvements identified for all County departments including road and bridge and utility operations.

Task 3 Other Related Tasks

Perform other grant related tasks as directed by Lander County.

Fee Schedule:

Labor	\$105/hr.
Mileage	\$.55/mile or prevailing federal rate
Meal Per Diem	Federal Rate
All Other	At Actual Cost

LANDER COUNTY COMMISSIONERS MEETING
3/22/2018

Agenda Item Number _11__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to designate Hinton Burdick CPA & Advisors as the auditors for Lander County for Fiscal Year 2017/2018, and all other matters properly related thereto.

Public Comment:

Background: **attached**

Recommended Action:

AGENDA REQUEST FORM



COMMISSIONER MEETING DATE: March 22, 2018

NAME Cindy Benson REPRESENTING: Finance Dept.

ADDRESS: 50 State Route 305

PHONE(H): _____ (W): 775-635-2573 (FAX): 775-635-5332

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: Work

WHO WILL BE ATTENDING THE MEETING Cindy Benson
JOB TITLE Fiscal Officer

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Designate Hinton Burdick as Lander County, the Town of Austin & the Town of Battle Mountain's auditors.

BACKGROUND INFORMATION 2 yr Contract - expires at the end of the 2018 audit.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? This just needs to be read into the minutes.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST: YES _____ NO X

AMOUNT: _____

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

WHEN? _____

HAS THIS ISSUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT HEADS YES X NO _____

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

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

IF THE ITEM IS A CONTRACT AND/OR AGREEMENT, OR REQUIRES LEGAL REVIEW, IT MUST BE REVIEWED BY THE DISTRICT ATTORNEY'S OFFICE PRIOR TO AGENDA SETTING OR IT WILL NOT GO ON THE AGENDA. HAS THE DISTRICT ATTORNEY'S OFFICE PROVIDED THE REQUIRED REVIEW? YES X NO _____

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

Cindy Benson

DATE 02-28-18


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

Lander County Finance Department
Cindy Benson Fiscal Officer



February 8, 2018

- 1) Lander County has a contract with HintonBurdick CPA's & Advisors to perform the 2018 audit for Lander County, the Town of Austin & the Town of Battle Mountain. I will be sending out a letter this week to designate HintonBurdick as our auditors to the Department of Taxation.

JOC # 0280335
05/04/2017 09:47 AM
Official Record
Recording requested By
LANDER COUNTY CLERK
Lander County - NV
Lesley Bunch - Recorder
Fee: Page 1 of 8
RPTT: Recorded By: NA
Book- 691 Page- 0538

0280335

RECORDING REQUESTED BY: LANDER COUNTY CLERK'S OFFICE

ADDRESS: 50 STATE ROUTE 305

CITY/STATE/ZIP: BATTLE MOUNTAIN, NV 89820

Agreement between Lander County and Hinton Burdick Auditing Firm to provide
auditing services for the period ended June 30, 2017 and June 30, 2018.

May 3, 2017 Commission Meeting

Agenda Item # 20

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

This cover page must be typed or printed.

COPY



March 10, 2017

The Honorable County Commissioners and Management
Lander County, Nevada
50 State Route 305
Battle Mountain, NV 89820

We are pleased to confirm our understanding of the services we are to provide Lander County, Nevada for the period ended June 30, 2017 and June 30, 2018. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Lander County, Nevada as of and for the period ended June 30, 2017 and June 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Lander County, Nevada's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

As part of our engagement, we will apply certain limited procedures to Lander County, Nevada's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules
- 3) GASB Pension Report

We have also been engaged to report on supplementary information other than RSI that accompanies Lander County, Nevada's financial statements. Our responsibility for the supplementary information accompanying the financial statements, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements OR in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards.
- 2) Combining Statements
- 3) Individual Fund Budgetary Comparison Schedules



The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1) Letter of Transmittal

Our responsibility for other information included in documents containing the entity's audited financial statements and auditor's report, if applicable, does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the County Commissioners of Lander County, Nevada. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent



financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Lander County, Nevada's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.



The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Lander County, Nevada's major programs. The purpose of these procedures will be to express an opinion on Lander County, Nevada's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements and related notes, schedule of expenditures of federal awards, and proposed audit journal entries of Lander County, Nevada in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes and schedule of expenditures of federal awards services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of

laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review before or during our field work.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and notes, schedule of expenditures of federal awards, proposed audit journal entries and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements and related notes and schedule of expenditures of federal awards prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.



Engagement Administration, Fees, and Other

We understand that your employees will prepare all schedules we normally request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to Lander County, Nevada; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of HintonBurdick, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of HintonBurdick, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven (7) years after the report release date or for any additional period requested by a State or Federal agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in May and to issue our reports no later than November 30th. Chad B. Atkinson, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our estimated price for the audit and single audit (if needed), including out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) will not exceed \$69,000 for fiscal year ending 2017 and \$71,000 for fiscal year ending 2018. The estimate is based on no more than two major programs for the single audit. Our fee for any additional major programs over the base amount of two programs included in the price above will be \$1,500 per program.

The above prices are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If at any time during this engagement any extraordinary matters come to our attention or the requirements of the engagement change, and an extension of our services beyond the normal scope appears to be necessary, we will immediately discuss the matter with you and obtain your verbal or written instructions to proceed before incurring further costs. If required, fees for additional accounting, consultation and any other non-audit services will be billed separately and will be dependent on the level of service provided. If our fees for these services will be significantly more than in prior years, we will discuss the situation with you before we proceed.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. Interim billings may be submitted as work progresses and expenses are incurred. In the event any statement or invoice rendered by us to you is not paid within thirty (30)



days of the date of the invoice, a late charge shall be accrued on the unpaid balance at the rate of 1.5 percent per month until paid. If billings are not paid within thirty (30) days of the invoice date, at our election, we may stop all work until your account is brought current or we may withdraw from this engagement. You acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. You further acknowledge and agree that in the event we stop work or withdraw from this engagement we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

Our liability as auditors shall be limited to the period covered by our audit and shall not extend to periods for which we are not engaged as auditors.

It is our policy to keep work papers related to this engagement for seven (7) years. Upon the expiration of the seven (7) year period, you agree that we shall be free to destroy our work papers. When records are returned to you, it is your responsibility to retain and protect your records for possible future uses, including potential examination by governmental or regulatory agencies.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to other legal remedies. If the parties are unable to resolve the dispute through mediation within sixty (60) days from the date notice is first given, then they may proceed to resolve the matter by arbitration. Such arbitration shall be binding and final. Any dispute over fees will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. In agreeing to arbitration both parties acknowledge that, in the event of a dispute each party is giving up the right to have the dispute decided in a court of law before a judge or jury and instead are accepting the use of arbitration for resolution. Costs of any mediation proceeding shall be shared equally by all parties. The prevailing party in the arbitration shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the application of the dispute in an amount to be determined by the arbitrator.

We appreciate the opportunity to be of service to Lander County, Nevada and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Chad B. Atkinson, CPA

HintonBurdick, PLLC

RESPONSE:

This letter correctly sets forth the understanding of Lander County, Nevada.

Management Signature (required): 

Title: Lander County Commissioner Chairman

Governance Signature (optional): _____

Title: _____

LANDER COUNTY COMMISSIONERS MEETING
3/22/2018

Agenda Item Number _12__

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

Public Comment:

Background:

Recommended Action:

1. Monthly Reports to Lander County Commissioners. February, 2018.
2. United States Department of the Interior. Bureau of Land Management. Mount Lewis Field Office. Argenta, Copper Canyon and North Buffalo Preliminary Rangeland Health Assessment and Evaluation Report.
3. United States Department of the Interior. Bureau of Land Management. Tonopah Field Office. Environmental Assessment.

MONTHLY REPORTS TO LANDER COUNTY COMMISSIONERS

FEBRUARY, 2018

- 1) LANDER COUNTY CLERK – MONIES COLLECTED FOR THE MONTH OF
FEBRUARY, 2018**
- 2) AUSTIN JUSTICE OF THE PEACE – MONIES COLLECTED FOR THE MONTH
OF FEBRUARY, 2018**
- 3) ARGENTA JUSTICE COURT – FINES FORFEITS FOR THE MONTH OF
FEBRUARY, 2018**
- 4) LANDER COUNTY RECORDER – TOTAL AMOUNT REMITTED TO
TREASURER FOR THE MONTH OF FEBRUARY, 2018**

Lander County Clerk's Office
Monies Collected for the Month of:
February, 2018

<u>ACCOUNT</u>	<u>AMOUNT</u>
TOTAL STATE FEES	\$ 4,782.00
TOTAL COUNTY FEES	\$ 1,356.48
TOTAL LAW LIBRARY FUND	\$ 210.00
TOTAL DOMESTIC VIOLENCE	\$ 25.00
TOTAL LEGAL AID FUND	\$ 218.00
TOTAL DRUG COURT FEES	\$ 425.00
 TOTAL MONIES COLLECTED FOR	
THE MONTH OF FEBRUARY, 2018	\$ 7,016.48



LANDER COUNTY CLERK

Clerk's Report to Auditor
of Costs and Fees Collected

Approved by State Board of Accounts for LANDER County - 2018

To Auditor of LANDER County, NEVADA
Collecting for Period: 01/31/2018 thru 02/28/2018

Account	Prior Collections	Collections This Period	Year To Date Collections
6I AA FEE - GENETIC MARKER ANALYSIS	1,539.00	156.00	1,695.00
6I AA FEE - JUSTICE #085-32003	3,591.00	378.00	3,969.00
6I AA FEE - JUVENILE #286-32006	1,026.00	108.00	1,134.00
6I AA FEE - STATE (A #090-32005	17,708.00	1,717.94	19,425.94
6I AA FEE - STATE (G #090-000-32013	2,565.00	270.00	2,835.00
6I BAIL FORFEITURES #001-35030	35,621.00	3,405.00	39,026.00
6I BAIL/BOND PROCESSING FEE	37.50	0.00	37.50
6I BOND FILING FEE VICTIMS OF CRIME	50.00	0.00	50.00
6I CIVIL FEES	37.50	0.00	37.50
6I CIVIL FEES - COURT ACCOUNT/	25.00	0.00	25.00
6I COUNTY FINES/FORF #001-35030	1,625.00	295.00	1,920.00
6I DEPARTMENT OF WILDLIFE - COUNTY	400.00	0.00	400.00
6I DEPARTMENT OF WILDLIFE CIVIL FEES	720.00	0.00	720.00
6I DOMESTIC VIOLENCE FEE	0.00	0.00	0.00
6I DUI SPECIALTY COURT FEE (AOC)	0.00	0.00	0.00
6I EPAYMENT CONVENIENCE FEE	1,420.51	134.87	1,555.38
6I FACILITY ASSESSME #285-34201	5,159.00	524.50	5,683.50
6I FELONY/GROSS MISD FORF - SPECIALTY CO	0.00	0.00	0.00
6I FELONY/GROSS MISD FORF - VICTIMS OF C	0.00	0.00	0.00
6I FINE - STATE OF N #090-35030	0.00	0.00	0.00
6I FINE -LANDER COUN #090-35030	0.00	0.00	0.00
6I LC98-3 OTHER #01-32009	10.00	0.00	10.00
6I MISCELLANEOUS FEE #001-000-38080	61.15	0.00	61.15
6I NON SUFFICIENT FUNDS	30.00	0.00	30.00
6I NRS 4.065 (SB#62) #090-32015	1.00	0.00	1.00
6I OVERPAYMENTS TO THE COUNTY	5.00	0.00	5.00
6I SPECIALTY COURT F #090-32207	3,626.00	364.00	3,990.00
6I SUBSTANCE ABUSE FEE (CHEMICAL FEE)	0.00	0.00	0.00
Totals:	75,257.66	7,353.31	82,610.97

State of NEVADA LANDER County, SS:

I SWEAR THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT OF ALL COSTS AND FEES
BELONGING TO THE ABOVE NAMED COUNTY COLLECTED BY ME FOR THE PERIOD SHOWN.

Kim B. Smith
CLERK OF THE AUSTIN JUSTICE COURT COURT

FILED

2018 MAR -2 AM 9:12

LANDER COUNTY CLERK

JB - 828938

JUSTICE OF THE PEACE
AUSTIN TOWNSHIP - CRIMINAL ACCOUNT
P.O. BOX 100
AUSTIN, NV 89310

DATE 2-28-18

001091

94-7074/3212

PAY
TO THE
ORDER OF

Lander County Treasurer

\$ 7215.24

Seven Thousand Two Hundred Eighteen & 44/100

DOLLARS

WELLS FARGO BANK, N.A.
NEVADA

MEMO February 28 18

VOID AFTER 90 DAYS

W.E. Schaeffer

⑈001091⑈ ⑆321270742⑆ 0404029175⑈

SUPERIOR PRESS • 888-590-7989

ARGENTA JUSTICE COURT
MONTHLY FINANCIAL STATEMENT

FILED


2018 MAR -1 AM 10:44

LANDER COUNTY CLERK

I, Max W. Bunch, JUSTICE OF THE PEACE OF ARGENTA TOWNSHIP, LANDER COUNTY,
NEVADA, DO HEREBY SWEAR, UNDER OATH, THAT THE FOLLOWING IS A TRUE AND
CORRECT ACCOUNTING OF ALL FEES RECEIVED BY ME FOR THE MONTH ENDING
FEBRUARY, 2018.

HUGHES	(WEDDING)	\$ 70.00
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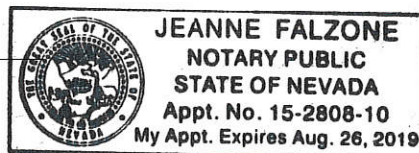
TOTAL		\$ 70.00
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MAX W. BUNCH
JUSTICE OF THE PEACE

State of Nevada
County of Lander

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 1st, DAY OF March, 2018


NOTARY PUBLIC



Disbursed Total

FINES & FEES MONTH OF FEBRUARY 2018

29,756.00

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
6H AA FEE - STATE (AOC)	LANDER COUNTY TREASURER	N/A	N/A	5,772.00	176
6H AA FEE - JUSTICE	LANDER COUNTY TREASURER	N/A	N/A	1,330.00	174
6H AA FEE - JUVENILE	LANDER COUNTY TREASURER	N/A	N/A	380.00	174
6H AA FEE - STATE (GENERAL)	LANDER COUNTY TREASURER	N/A	N/A	950.00	174
6H AA FEE - GENETIC MARKER ANALYSIS	LANDER COUNTY TREASURER	N/A	N/A	573.00	175
6H BAIL/BOND PROCESSING FEE BOND FEES	LANDER COUNTY TREASURER	N/A	N/A	75.00	4
6H CIVIL FEES	LANDER COUNTY TREASURER	N/A	N/A	1,020.00	16
6H CIVIL FEES - COURT ACCOUNT	LANDER COUNTY TREASURER	N/A	N/A	484.50	20
6H COPY FEES	LANDER COUNTY TREASURER	N/A	N/A	4.50	0
6H FACSIMILE FEES	LANDER COUNTY TREASURER	N/A	N/A	354.00	0
6H COUNTY FINES/FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	6,070.00	26
6H FACILITY ASSESSMENT FEE	LANDER COUNTY TREASURER	N/A	N/A	1,943.00	177
6H LC98-3 OTHER	LANDER COUNTY TREASURER	N/A	N/A	160.00	16
6H MARRIAGE FEE - STATE	LANDER COUNTY TREASURER	N/A	N/A	5.00	0
6H SUBSTANCE ABUSE FEE (CHEMICAL FEE)	LANDER COUNTY TREASURER	N/A	N/A	60.00	1
6H NRS 4.065 (SB#62)	LANDER COUNTY TREASURER	N/A	N/A	16.00	16
6H SPECIALTY COURT FEE (MISD)	LANDER COUNTY TREASURER	N/A	N/A	1,358.00	176
6H DUI SPECIALTY COURT FEE (AOC)	LANDER COUNTY TREASURER	N/A	N/A	100.00	1
6H STATE FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	9,001.00	160
6H BOND FILING FEE VICTIMS OF CRIME	LANDER COUNTY TREASURER	N/A	N/A	100.00	4

** End of Report ***

STATE OF NEVADA
COUNTY OF LANDER

MAX W. BUNCH, Justice of the Peace of Argenta Township, Lander County, Nevada,
being first duly sworn deposes and says:
That all causes and matters heretofore submitted to him have been decided.
That since filing my last report the above fines have been collected, which are being
submitted to the Treasurer of Lander County.

Subscribed and sworn to before me this 28th day of February, 2018.
Justice of the Peace

FILED

2018 FEB 28 PM 4:14

LANDER COUNTY CLERK

Lander County Recorder

Lesley L Bunch
50 State Route 305
Battle Mountain, NV 89820

FILED**2018 MAR -1 PM 1:57****MONTHLY REPORT****LANDER COUNTY CLERK**

The following fees were collected for the period of February 1, 2018 thru February 28, 2018

<u>ACCOUNT</u>	<u>AMOUNT</u>
RECORDINGS	\$3,875.00
OUTSTANDING RCD	\$0.00
OVERPYMT KEPT	\$0.00
OVERPYMT VOUCHER	\$0.00
AB 6 NOD FORECLOSURE MEDIATION FUND	\$270.00
AB 6 NOD BUDGET SHORTFALL	\$450.00
AB 259 NOD INDIGENT	\$30.00
REAL PROPERTY TRANSFER TAX (General)	\$4,212.45
REAL PROPERTY TRANSFER TAX (State .10)	\$765.90
REAL PROPERTY TRANSFER TAX (State 1.30)	\$9,956.70
COPY WORK	\$740.80
SB 14 DOMESTIC VIOLENCE FUND	\$20.00
TECHNOLOGY FEE	\$1,210.00
FUND TO ASSIST (Previous Foster Care)	\$242.00
LEGAL SERVICES FOR INDIGENT	\$726.00
COMPENSATION OF INVESTIGATORS APPOINTED BY DISTRICT COURT	\$242.00
DEPARTMENT OF MINERALS (State)	\$1,490.00
MAPS	\$2,235.00
TOTAL AMOUNT REMITTED TO TREASURER:	\$26,465.85


Lesley L Bunch
Lander County Recorder



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Mount Lewis Field Office
50 Bastian Road
Battle Mountain, Nevada 89820
Phone: 775-635-4000 Fax: 775-635-4034
<https://blm-prod.opengov.ibmcloud.com/nevada>
<http://www.blm.gov/office/battle-mountain-district-office>

In Reply Refer To:
4100

MAR 01 2018

Dear Grazing Permittees and Interested Publics,

I am writing to inform you that the Argenta, Copper Canyon and North Buffalo Preliminary Rangeland Health Assessment and Evaluation Report (PRLHA/ER) is now available to the public. This initiates a 30-day public review of the RLHA/ER document. Comments must be in written form and can be mailed to the BLM Mount Lewis Field Office Attention: Jon Sherve, Field Manager at 50 Bastian Road, Battle Mountain, NV 89820; or emailed to sault@blm.gov with the following subject line – Comments on the Argenta, Copper Canyon and North Buffalo PRLHA/ER.

The PRLHA/ER, Appendices, and Maps can be downloaded at the following web address:

<https://go.usa.gov/xntap>

Comments received as a result of this public review will be considered in the development of the final rangeland health assessment and evaluation report to be completed later this summer.

All comments must be submitted to BLM by April 4, 2018.

Hardcopies of the document can be attained upon request to Sam Ault at (775) 635-4058 or sault@blm.gov. If you have any questions regarding the RLHA/ER and the grazing permit renewal process, please contact Sam Ault or Jake Vialpando at (775) 861-6536 or jvialpando@blm.gov.

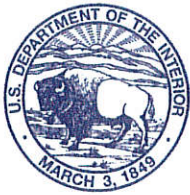
Sincerely,

Jon Sherve
Mount Lewis Field Manager

Enclosure:
-List of Interested Public

Company	First	Last
Badger/Chiara Ranches	Dan/Eddyann	Filippini
Barrick Cortez Inc. Ranches	Al	Plank
Elko Land and Livestock Company	Jeff	White
Filippini Ranch	Shawn	Mariluch
JWF Ranching	John	Filippini
Rand Properties	Josh	Smith
Tomera Ranches	Pete	Tomera
American Farm Mortgage Company	Lynn	Ashby
Barrick Cortez Inc. Ranches	Doug	Groves
BTZA NV	John	Young
Center for Biological Diversity	Patrick	Donnelly
Churchill County Commissioners		
Department of Administration		
Elko Land and Livestock Company	Hanes	Holman
Ellison Ranching Company	Bill	Hall
Esmeralda County Commissioners	Nancy	Boland
Eureka County DNR		
Eureka County DNR	Jim	Baumann
Gandolfo Ranch	William	Gandolfo
Goemmer Ranches	Shawn	Goemmer
Grass Valley Ranch LLC	Jerry	Lancaster
Harry Brown Family Trust	Harry	Brown
Humboldt County Commissioners		
Intermountain Range Consultants	Bob	Schweigert
L&N Livestock	Lance	Knudsen
Lander Co Commissioners		
Lander County Land Use Advisory Commission	Philip	Williams
Lander County Planning	Kyla	Bright
Lander County Public Lands	Frank	Whitman
N-6 Grazing Board	Henry	Filippini Jr.
NDOW	Caleb	McAdoo
NDOW	Jeremy	Lutz
NDOW Winnemucca		
NDOW-Fallon		
NDOW-Reno	Mark	Freese
Nevada Cattleman's Association	Kaley	Sproul
Nevada Department of Transportation	Steve	Cooke
Nevada Department of Wildlife	Alan	Jenne
Nevada Department of Wildlife	Clint	Garrett
Nevada Department of Wildlife	D. Bradford	Hardenbrook
Nevada Department of Wildlife - Ely	Moir	Kolada
NightWatch Marine	Pam	Harrington
NRAC	Gary	McCuin
NRAC	Jim	Wise
NRAC	Ken	Conley
NRAC	Leo	Damele

Company	First	Last
NRAC	Mike	Protani
NRAC	Mike	Rebaleati
NRAC	Paul	Etzler
NV Depart. Of Agriculture	David	Voth
Nye County Commissioner		
Paris Ranch	Bert	Paris
Sadler Ranch	Levi	Shoda
Smith's Lodge	Gerald	Smith
Synergy Resource Solutions, Inc	Jack	Alexander
Tomera Ranches	Dan	Tomera
Tomera Ranches	Paul	Tomera
Town of Tonopah	James	Eason
U.S Fish & Wildlife Service - Reno		
Western Shoshone Descendants of Big Smokey	Felix	Ike
Western Watersheds Project	Kelly	Fuller
Western Watersheds Project	Scott	Lake
White Sage Grazing	Jerry and Tana	Masterpool
Wild Horse Education	Laura	Leigh
Wildlands Defense	Katie	Fite
	Cathy	Ceci
	Glenn	Alexander
	Lorinda	Whitman
	Steven	Carter



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
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Tonopah, Nevada 89049
Phone: 775-482-7800 Fax: 775-482-7810
<http://www.blm.gov/nevada>

In Reply Refer To:
3809 (N-73109)
DOI-BLM-NV-B020-2018-0019-EA

Dear Interested Public,

The Bureau of Land Management (BLM) Tonopah Field Office has prepared an Environmental Assessment (EA) to analyze the proposed Custer Amendment to the Plan of Operations for Mineral Ridge Mine, located about five miles northwest of the town of Silver Peak in Esmeralda County, Nevada.

The changes proposed by Mineral Ridge Gold, LLC would extend mine life and employment. Changes would include expanding the approved Plan of Operations boundary by 1,396 acres (allowing work in different areas than previously planned) while only increasing the total authorized disturbance area by approximately 17 acres, including new exploration disturbance. Other changes include constructing an ore storage pad, mill, and potable water treatment plant; developing three pits and associated underground workings; expanding the existing leach pad and conversion to a dry-stack tailings storage facility; and modifications to existing waste rock dumps, crushing facilities, pits, and pit backfill.

The EA can be viewed on the BLM NEPA Register Page at <http://Goo.gl/Ca9Wt6>. Written comments will be accepted until April 5, 2018 at 4:30 P.M. and can be submitted to the above address or emailed to BLM_NV_BMDO_TFO_MineralRidgeCuster@blm.gov. Before including your address, phone number, email or other personal identifying information (PII) in your comment, you should be aware that your entire comment – including your PII – may be made publicly available at any time. While you can ask us in your comment to withhold your PII from public review, we cannot guarantee that we will be able to do so.

If you have any questions please contact Darin McDoniel, Mining Engineer, at (775) 482-7831; or Joy Fatooh, Planning and Environmental Coordinator, at (775) 482-7835.

Sincerely,

Timothy J. Coward
Field Manager