

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

March 28, 2019

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

Also Via Teleconference At

AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA

9:00 A.M

Call to Order
Pledge of Allegiance
A Moment of Silence

Lander County Commissioners may break for lunch from 12:00 pm to 1:15 pm

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

Commissioners Reports on meetings, conferences and seminars attended

Staff Reports on meetings, conferences and seminars attended

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

CONSENT AGENDA

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

*(1) Approval of Agenda Notice March 28, 2019

*(2) Approval of February 28, 2019 Meeting Minutes

*(3) Approval of March 14, 2019 Meeting Minutes

*(4) Approval of March 18 thru March 19, 2019 Special Meeting Budget Workshop Meeting Minutes

- * (5) Approval of the Payment of Bills
- * (6) Approval of Payroll Change Requests

COMMISSIONERS

- (1) Update and information to the Lander County Board of Commissioners regarding the Joint Venture between Newmont and Barrick presented by Mark Evats, and all other matters properly related thereto.

Public Comment

- (2) Update and information to the Lander County Board of Commissioners regarding Bureau of Land Management Projects presented by John Sherve, and all other matters properly related thereto.

Public Comment

- * (3) Discussion and possible action on the administration of General Improvement Districts in Lander County, specifically Lander County Convention and Tourism regarding the levying and collection of taxes by the county on behalf of the district and the payment of these taxes to the district on a monthly basis to the treasurer of the district pursuant to NRS 318.240; or, pursuant to NRS 318.098 for any elected or appointed officer of the county in which the district is located to provide assistance to Lander County Convention and Tourism upon written request. The officer shall furnish the requested assistance after a written agreement has been reached concerning the amount of money which the board of trustees shall pay for the assistance, (see NRS 318.098), and all other matters properly related thereto.

Public Comment

- (4) Presentation and information presented by Brad Bokoski regarding ideas for the Nevada Central Railroad, and all other matters properly related thereto.

Public Comment

ASSESSORS

- * (5) Discussion and possible action to approve/disapprove a contract between Pictometry International Corp. ("Pictometry") and Lander County, and all other matters properly related thereto.

Public Comment

PUBLIC WORKS

- *(6) Discussion and possible action to approve/disapprove the reconciliation of Battle Mountain's Water & Sewer Department past water and sewer bills by resolution and to write off past due amounts, and all other matters properly related thereto.

Public Comment

FINANCE

- *(7) Discussion and possible action to approve/disapprove Resolution No. 2019-01 directing apportionment of marijuana establishment tax received in the month of January 2019 to the Lander Economic Development Authority, fund (015), and all other matters properly related thereto.

Public Comment

COMMISSIONERS

- *(8) Discussion and possible action regarding current grant cap limits, and to create new grant cap limits, and all other matters properly related thereto.

Public Comment

- *(9) Update and information regarding the University of Nevada Reno Cooperative Extension presented by Holly Gatzke the Northern Area Director, and all other matters properly related thereto.

Public Comment

- *(10) Discussion and possible action regarding negotiations between Lander County and Nevada Division of Health as to which services will be provided by Nevada Division of Health in the addendum to the contract between the parties, and all other matters properly related thereto.

Public Comment

- * (11) Discussion and possible action on whether a majority of the members of the Lander County Board of County Commissioners deem it to be in the best interests of Lander County and of the Lander County Water and Sewer District #2 that said district be merged, consolidated or dissolved and if a majority of Lander County Commissioners agree, to then formally request of the board of trustees of Lander County Water and Sewer District #2 a resolution agreeing to the merger, consolidation or dissolution, and all other matters properly related thereto

Public Comment

- * (12) Discussion and possible action to approve/disapprove the renewal of a contract with Rex Massey DBA Research & Consulting Inc. in the amount not to exceed \$15,000 for one year, and all other matters properly related thereto.

Public Comment

***CORRESPONDENCE**

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

Public Comment

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

ADJOURN

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

NOTE: TIMES ARE APPROXIMATE

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

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

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

AFFIDAVIT OF POSTING

State of Nevada)
) ss
County of Lander)

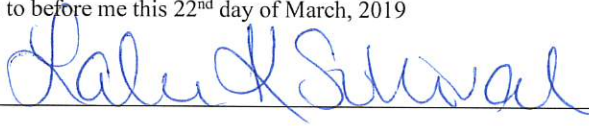
Keith Westengard, Lander County Manager of said Lander County, Nevada, being duly sworn. says, that on the 22nd day of March 2019, he posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse, 4) Swackhamer's Plaza Bulletin Board, 5) Kingston Community Hall Bulletin Board, and 6) Austin Courthouse in said Lander County, where proceedings are pending.

Keith Westengard, Lander County Manager



Subscribed and sworn to before me this 22nd day of March, 2019

Witness



Name of Agenda Lander County Commission

Date of Meeting March 28, 2019

Cindy Benson
Lander County Fiscal Officer

LANDER COUNTY COMMISSION MEETING

March 28, 2019


APPROVE

Check #'s

202348

202352

202360


Cindy Benson – Fiscal Officer

VENDOR: 208847 KEITH WESTENGARD

03/15/2019

202348

DATE	INVOICE #	DESCRIPTION
3/13/2019	3/11-12/19	REIMBURSEMENT - CARSON CITY - LEGISLATIVE SESSION
3/14/2019	3/14-15/19	REIMBURSEMENT - BOISE, ID - INSPECT NEW FIRE TRUCK

AMOUNT
58.00
423.78

CHECK TOTAL

481.78

PLEASE DETACH AND FILE

COUNTY OF LANDER
BATTLE MOUNTAIN, NEVADA

202352

VENDOR: 210224 PEGGY SURLA

03/15/2019

202352

DATE	INVOICE #	DESCRIPTION
3/9/2019	3/4/19 - 3/8/19	CONTRACT/AGREEMENT

AMOUNT
580.30

CHECK TOTAL

580.30

PLEASE DETACH AND FILE

VENDOR: 209138 WELLS FARGO PAYMENT CENTER

03/15/2019

202360

DATE	INVOICE #	DESCRIPTION
3/13/2019	3/3/19	FEBRUARY STATEMENT - 8433

AMOUNT
13,401.26

CHECK TOTAL

13,401.26

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __1__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Update and information to the Lander County Board of Commissioners regarding the Joint Venture between Newmont and Barrick presented by Mark Evats, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __2__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Update and information to the Lander County Board of Commissioners regarding Bureau of Land Management Projects, presented by John Sherve, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __3__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action on the administration of General Improvement Districts in Lander County, specifically Lander County Convention and Tourism regarding the levying and collection of taxes by the county on behalf of the district and the payment of these taxes to the district on a monthly basis to the treasurer of the district pursuant to NRS 318.240; or, pursuant to NRS 318.098 for any elected or appointed officer of the county in which the district is located to provide assistance to Lander County Convention and Tourism upon written request. The officer shall furnish the requested assistance after a written agreement has been reached concerning the amount of money which the board of trustees shall pay for the assistance, (see NRS 318.098), and all other matters properly related thereto.

Public Comment:

Background: **NRS 318.098 and NRS 318.240 included in packet.**

Recommended Action:

Query: (

) And 318.098

NRS 318.098 Assistance to district from county officers: Request; agreement; limitation on cost; payment.

1. The board of trustees of any district may request, in writing, assistance from any elected or appointed officer of the county in which the district is located.

2. The officer shall furnish the requested assistance, after an agreement has been reached concerning the amount of money which the board of trustees shall pay for the assistance. The cost shall not be more than the actual additional expense necessitated by the request.

3. The board shall, by a resolution spread upon its minutes, order payment made in the amount, in each case, which was agreed upon by the board of trustees and the officer furnishing the assistance.

(Added to NRS by 1965, 1088; A 1977, 424)

NRS 318.240 County officers to levy and collect; liens.

1. The body having authority to levy taxes within each county shall levy the taxes provided in this chapter.
2. All officials charged with the duty of collecting taxes shall collect such taxes at the time and in the same form and manner, and with like interest and penalties, as other taxes are collected and when collected shall pay the same to the district ordering its levy and collection. The payment of such collections shall be made monthly to the treasurer of the district and paid into the depository thereof to the credit of the district.
3. All taxes levied under this chapter, together with interest thereon and penalties for default in payment thereof, and all costs of collecting the same, shall constitute, until paid, a perpetual lien on and against the property taxed; and such lien shall be on a parity with the tax lien of other general taxes.

(Added to NRS by 1959, 467)

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __4__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Presentation and information presented by Brad Bokoski regarding ideas for the Nevada Central Railroad, and all other matters properly related thereto.

Public Comment:

Background:

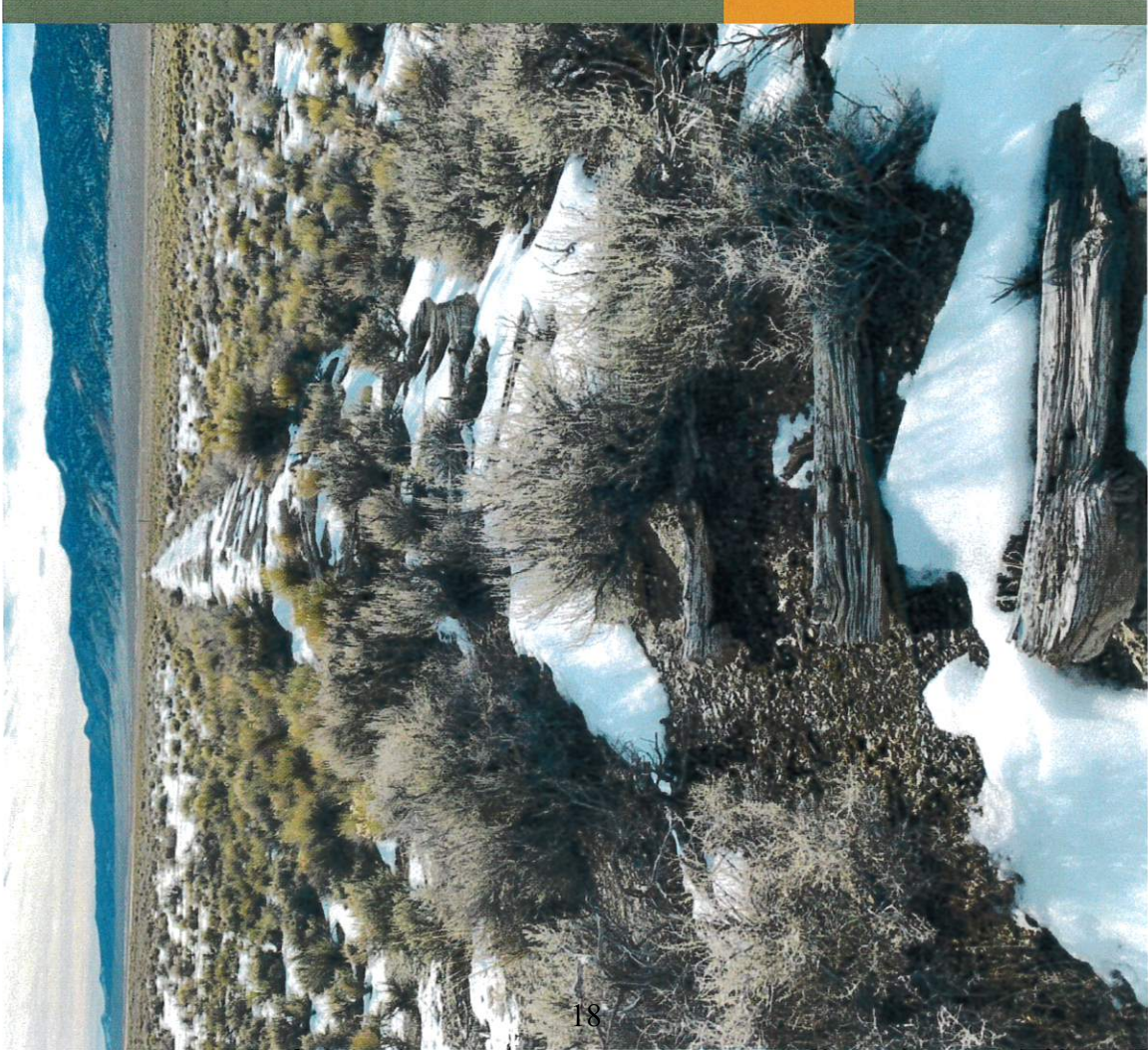
Recommended Action:

Nevada Central Railroad (NCRR) Historic Corridor

Brad Bokoski

March 28th, 2019

Battle Mountain, Lander County,
Nevada



Agenda

- ▶ Introduction: Brad Bokoski
- ▶ Brief History Overview
- ▶ A Brief Ride through the 1899 Timetable – Selected Stations
- ▶ The Idea
- ▶ Questions & Answers
- ▶ Next Phase?
- ▶ Thank You!
- ▶ Sources & Appendix

Introduction: Brad Bokoski

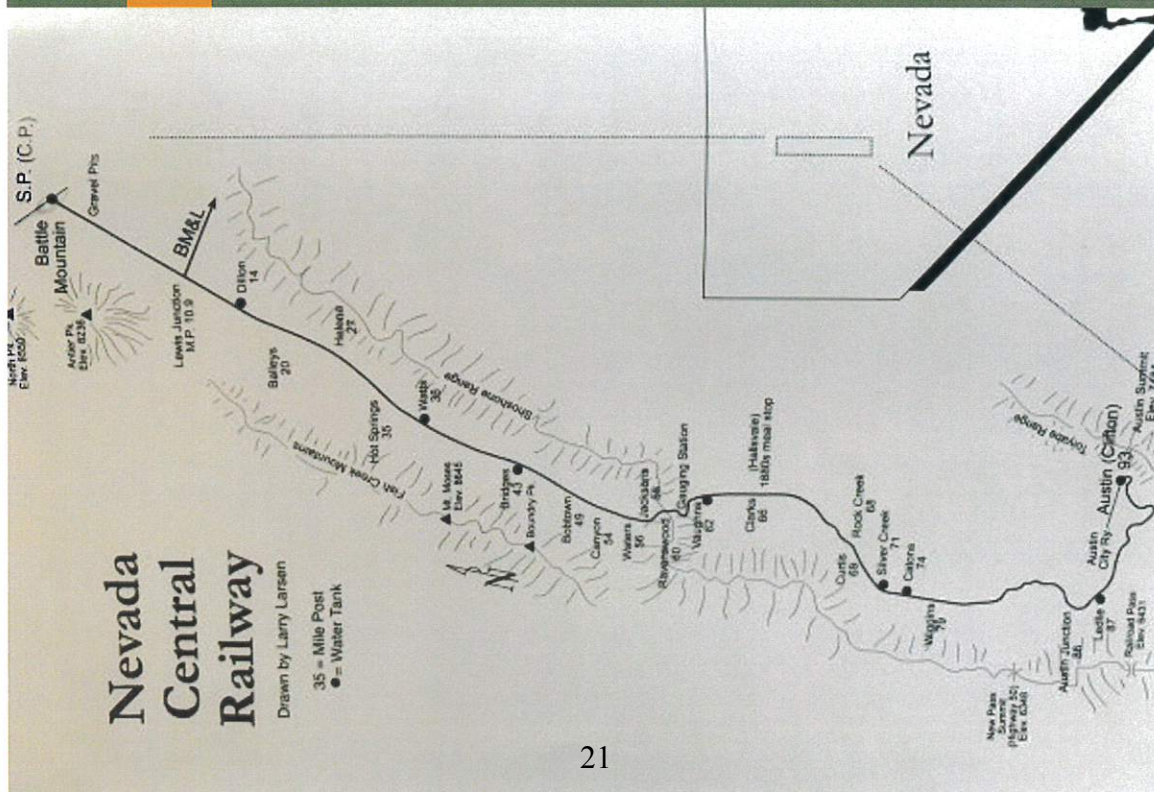
- Here today as an individual resident of Lander County advocating its history and potential.
- 3 year resident of Battle Mountain and Nevada; Elko County land owner.
- Born and raised in Joliet, Illinois.
- Lived in Chicago & Joliet most of my life.
- BS in Business Administration
- MBA in Management Information Systems, with Distinction
- Contact by email: brad@nvcentralrr.org; by phone: 571-308-5532.

- Certified Project Management Professional/PMI; Certified in the Governance of Enterprise I.T.
- Currently a senior manager with Cox Automotive, Inc. who works remotely and occasional travels to auto makers' national HQs (OEMs – original equipment manufacturers)
- Manages Cox Xtime OEM programs with BMW/MINI (USA and Canada) & Honda/Acura Canada
- Primarily worked in I.T. in the following industries: automotive software, oil & gas production/refining/pipelines/logistics/marketing, banking, real estate and corporate internal audit/risk management.
- Career details at <https://www.linkedin.com/in/brad-bokoski-90445221/>

Nevada Central Railway

Drawn by Larry Larsen

35 = Mile Post
● = Water Tank



Brief History Overview

- In 1861, a pony express rider discovered silver and the rush began.
- NCRR incorporated August 7, 1879; opening up the vast open areas for settlement and mining.
- Opened February 24, 1880; carrying silver, gold and copper ores to Battle Mountain for transfer to the transcontinental railroad.
- 3' gauge, 92.178 main line miles; 3.229 miles of sidings.
- 66 timber trestles covering 1,381 ft.
- Sold, foreclosed, reorganized a number of times throughout its life.
- Had its share of disasters: floods washing out miles of track, fires, derailments and cash shortages. It struggled and survived for 58 years.
- Sold for scrap on January 31, 1938.

THE NEVADA CENTRAL RAILROAD COMPANY.									
No 11 TIME TABLE No 11									
TO TAKE EFFECT SUNDAY, NOVEMBER 12, 1899, AT 6 O'CLOCK, A.M.									
<i>For the Information and Government of Employees Only. The Right to Vary this Time Table or These Rules is Reserved.</i>									
TRAINS GOING SOUTH					STATIONS and SIDINGS.				
No. 1.	Distance from Austin	Length of Staging in No. of Cars.	Distance from Battle Mountain	Telegraph Calls.	Station Nos.	No. 2.	TRAINS GOING NORTH		
Depart	360	12	82½	BATTLE MOUNTAIN	11	1			
Arrive	8:07	12	82½	LEWIS & CLARK	11	2			
Depart	8:20	12	82½	DILLON	14	3			
Arrive	8:35	12	82½	WINSTON	16	4			
Depart	9:30	10	37½	WEST	18	5			
Arrive	9:47	6	42½	BRIDGES	35	6			
Depart	10:35	16	72½	CANYON	43	7			
Arrive	10:46	16	72½	WALTERS	54	8			
Depart	11:00	16	72½	HAVENWOOD	56	9			
Arrive	11:11	16	72½	VACHERS	62	10			
Depart	11:35	40	23½	CLINTON	69	11			
Arrive	11:40	40	23½	SILVER CREEK	70	12			
Depart	11:55	20	18½	CATONS	74	13			
Arrive	12:00	20	18½	AUSTIN	86	14			
Depart	12:00	40	40	AUSTIN	101	15			
Arrive	12:00	40	40	AUSTIN	101	16			

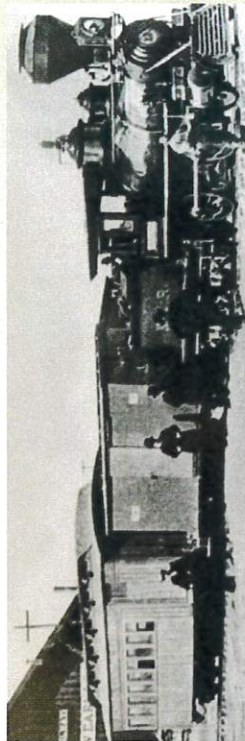
* * * * * * * * * *

Trains must not exceed Twenty miles per hour under any circumstances. Read Rules on back of Card Carefully. Note Changes.

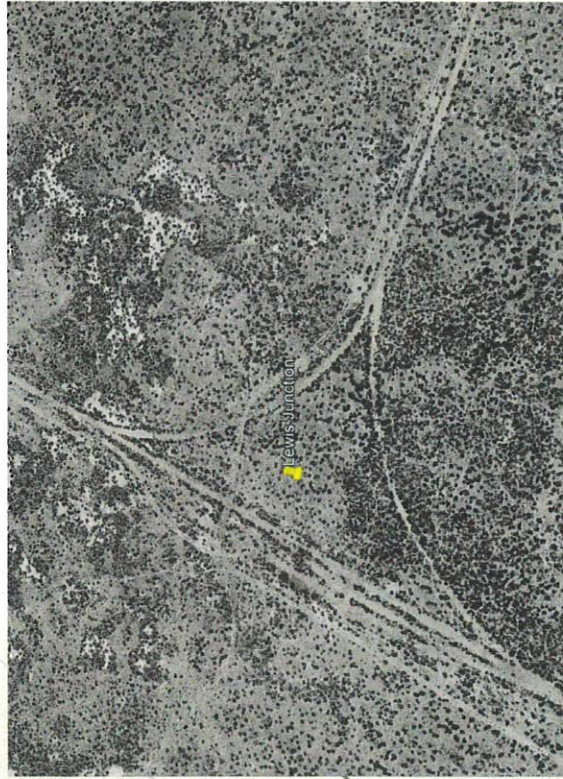
Our Agents are aware that they are supplied with Lamp, Trip, Tools, etc., and to be on hand with their ready to leave, and all freight and baggage included. This notice is given to the public.

All trains will register at Denver and Santa Fe.

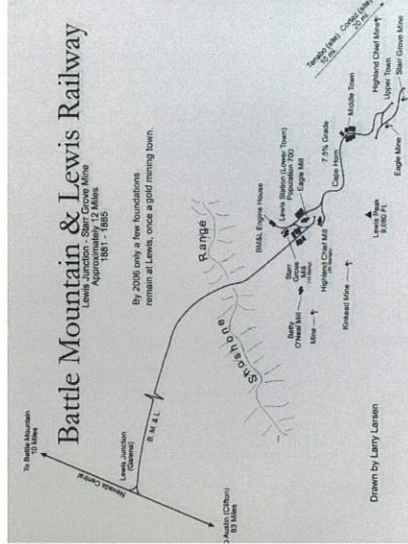
J. G. PHELPS STOKES,
PRESIDENT.
CHAS. L. McFAUL, ASSISTANT GENERAL MANAGER.
A. C. LUCK
GENERAL MANAGER.



#11: Lewis Junction Departs 8:07 a.m.



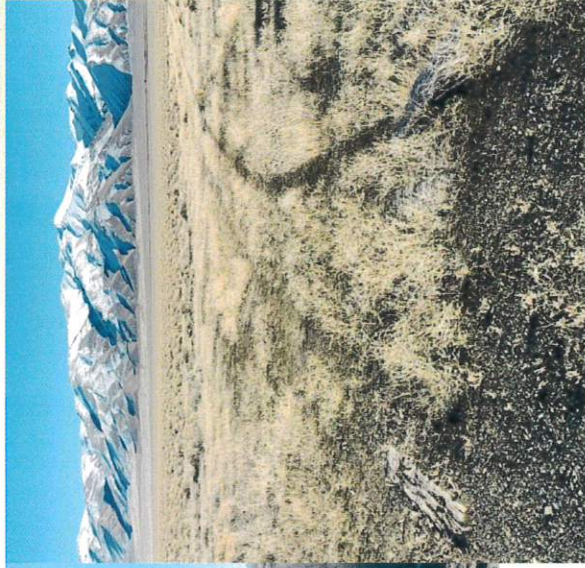
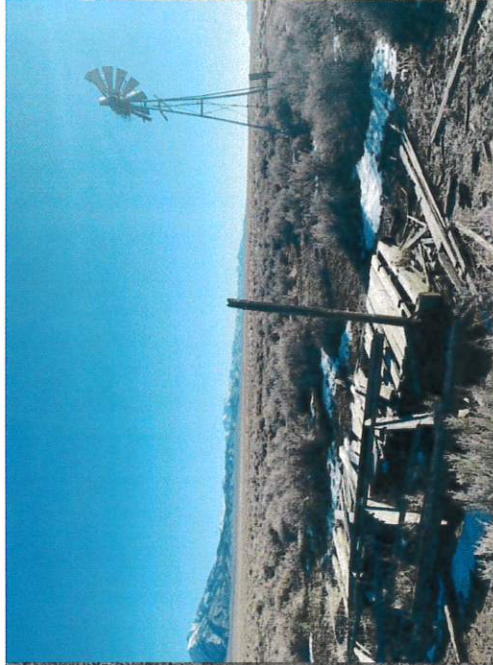
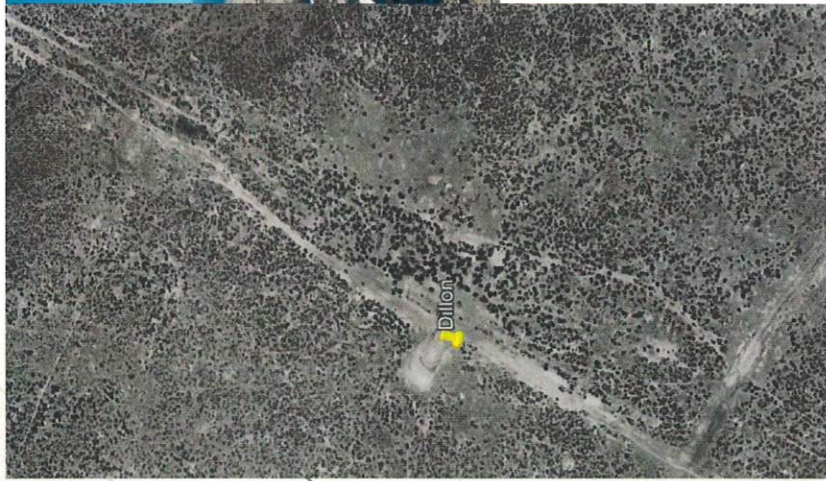
40°29'56.77"N, 116°59'48.28W



Gold was discovered in Lewis Canyon in 1880, 10 miles east of the junction. The Battle Mountain & Lewis RR was completed in 1881; dismantled in 1890.



#14: Dillon Departs 8:20 a.m.

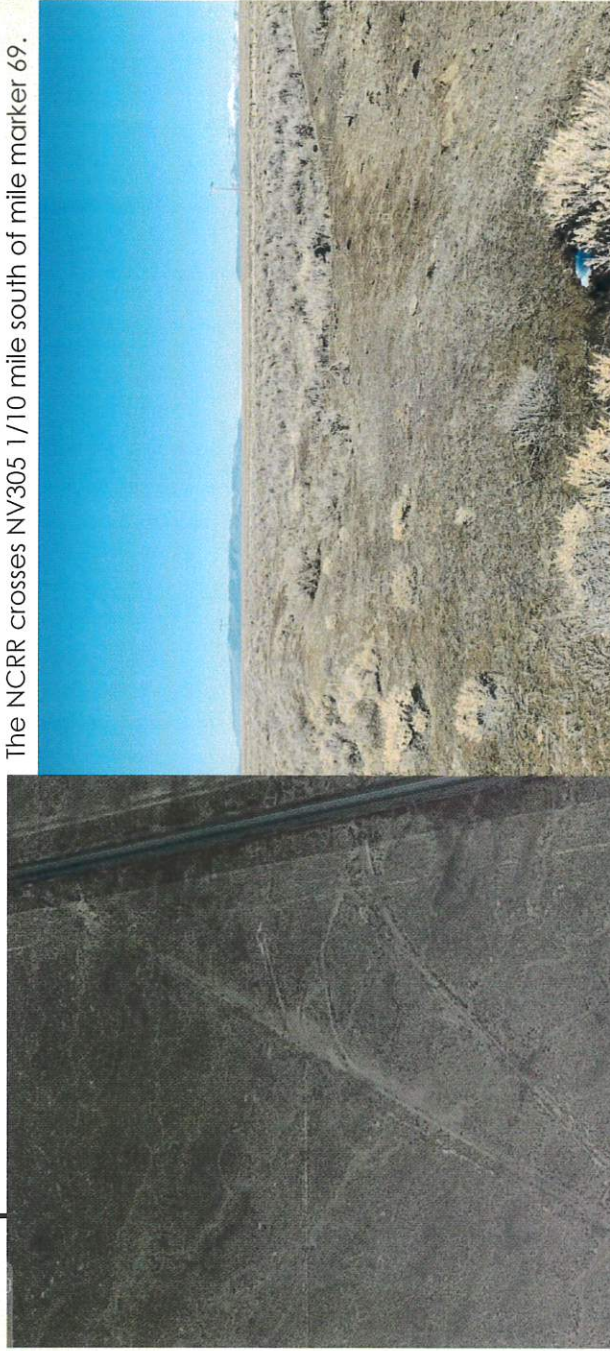


Dillon was another railroad siding on the Nevada Central Railroad. During 1916, small copper mines in the area sent ore through Dillon. After closing in 1917, Dillon was no more.

40°27'05.15"N, 117°01'07.40"W

#19 Baileys Departs 8:35 a.m.

The NCRR crosses NV305 1/10 mile south of mile marker 69.



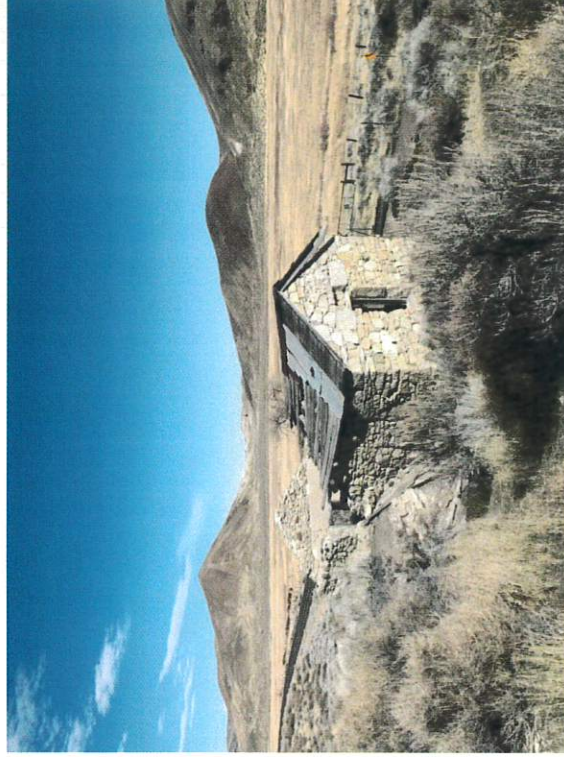
40°23'49.89"N, 117°02'54.94"W

Baileys was siding on the Nevada Central Railroad. While the railroad was being built, Baileys was used as a base camp for workers. Enough people lived there in 1880 to warrant a post office. The office remained active until November 1887 when five miles of track were washed out and Bailey faded into obscurity.

#56: Walters Departs 10:46 a.m.



39°53'43.19"N, 117° 6'43.15"W



Walters was both a stop and a recreational spot on the Nevada Central Railroad and was active from 1880 to 1938. A baseball diamond was laid out and was a favorite game for weekenders. Today the solid stone station still stands, one of the better remaining station houses on the old railroad. But it has been the victim of graffiti vandals.

#86: Austin Junction / Ledlie Departs 12:40 p.m.

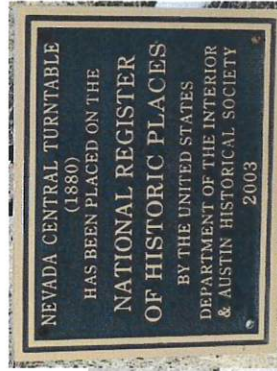


39°30'38.33"N, 117°10'16.62"W

Its location made Ledlie/Austin Junction a natural shipping center as soon as the railroad arrived in 1880. As result of demands for freight teams, as many as 250 mules were kept there. By 1890, however, the volume of freight had dropped drastically and Ledlie's importance faded. When the Nevada Central Railroad folded for good in 1938, Ledlie ceased to exist. A town never really materialized since most workers lived in Austin. Today only a small collapsed wooden building and a solitary telegraph pole mark the site.

#93: Austin Terminal Arrives 1:10 p.m.

The town was actually discovered in 1862 by a horse belonging to a W. H. Talbott. The horse, by accident, kicked up a piece of quartz containing gold and silver. Talbott sent the piece to Virginia City for assay. He staked out a claim and, when word got out, others followed, and a silver rush was on. One year later, 10,000 people occupied the town. A lumber mill had been built and four hundred homes had been constructed. There were schools, churches, hotels, stores and, of course, the required number of saloons and pleasure houses. Many of the structures were of adobe and brick, which minimized the damage from fires. Floods, however, were the culprit, especially those of 1868 and 1874 which ravaged the town. By 1880, the mines began to show signs of exhaustion and its total of \$50 million in ore production was history.



Turntable: 39°29'49.91"N, 117° 5'1.67"W



The Idea: To Enjoy and Capitalize on the Historic Public Space with the NCRR

Idaho and Illinois as
examples



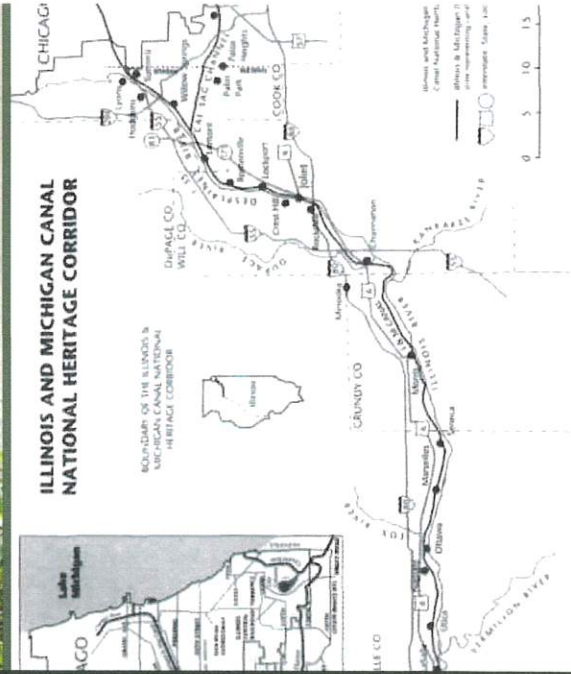
Enjoy and Capitalize on the Historic Public Space with the NCRR

- Establish and maintain intermittent recreational trails (biking/hiking/OHV) and/or camp sites combined which are compatible with economic develop interests in the corridor and county residents.
- Enhance public awareness and appreciation of the historical, architectural and engineering structures; and the archeological and geological resources and sites in the corridor.
- Preserve, treat, renovate and protect any railroad and other historic structures.
- Encourage multiple uses of public lands; while ensuring that corridor industries continue unencumbered and prosper.
- Assist with the preservation and enhancement of natural areas.
- Encourage and enhance any industrial and economic development in the corridor.
- Facilitate the creation of public events to further draw economic resources for the sustainability of Lander County.
- Link together and promote other recreational facilities in the corridor.

N.B. Language above is adapted from H.R.2014 Illinois & Michigan Canal National Heritage Act of 1983.

Illinois & Michigan Canal National Heritage Corridor *The First National Heritage Area in the Nation!*

- The Canal Corridor preserves history, protects nature and open space, and creates destinations where people can learn and have fun in the I&M Canal National Heritage Area from Chicago to LaSalle-Peru, Illinois.
- The centerpiece is the Illinois & Michigan Canal, a 96-mile hand dug canal that stretches between LaSalle and Chicago, Illinois. When completed in 1848, the Illinois & Michigan Canal was the final link in a national plan to connect different regions of the vast North American continent via waterways, linking the waters of the Illinois River (and ultimately the Mississippi River) with those of Lake Michigan.



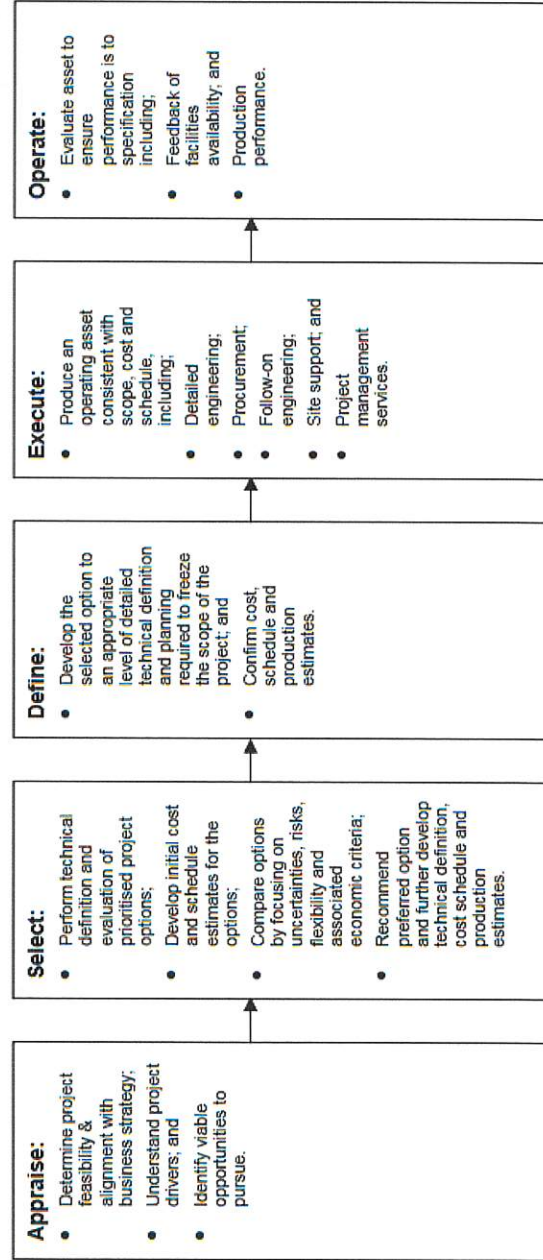
Route of the Hiawatha Scenic Bike Trail

■ The Route of the Hiawatha mountain bike or hike trail is 15 miles long with 10 train tunnels and 7 sky-high trestles. The ride starts with a ride through the 1.66 mile long St. Paul Pass Tunnel, also known as the Taft Tunnel. It is a highlight of the trail that follows the crest of the Bitterroot Mountains near Lookout Pass Ski Area. The best part is.... it's all downhill with shuttle buses available to transport you and your bike back to the top. This family friendly trail is easily enjoyed by a wide variety of people from young children to super seniors.



Idea is in the Appraisal Stage.

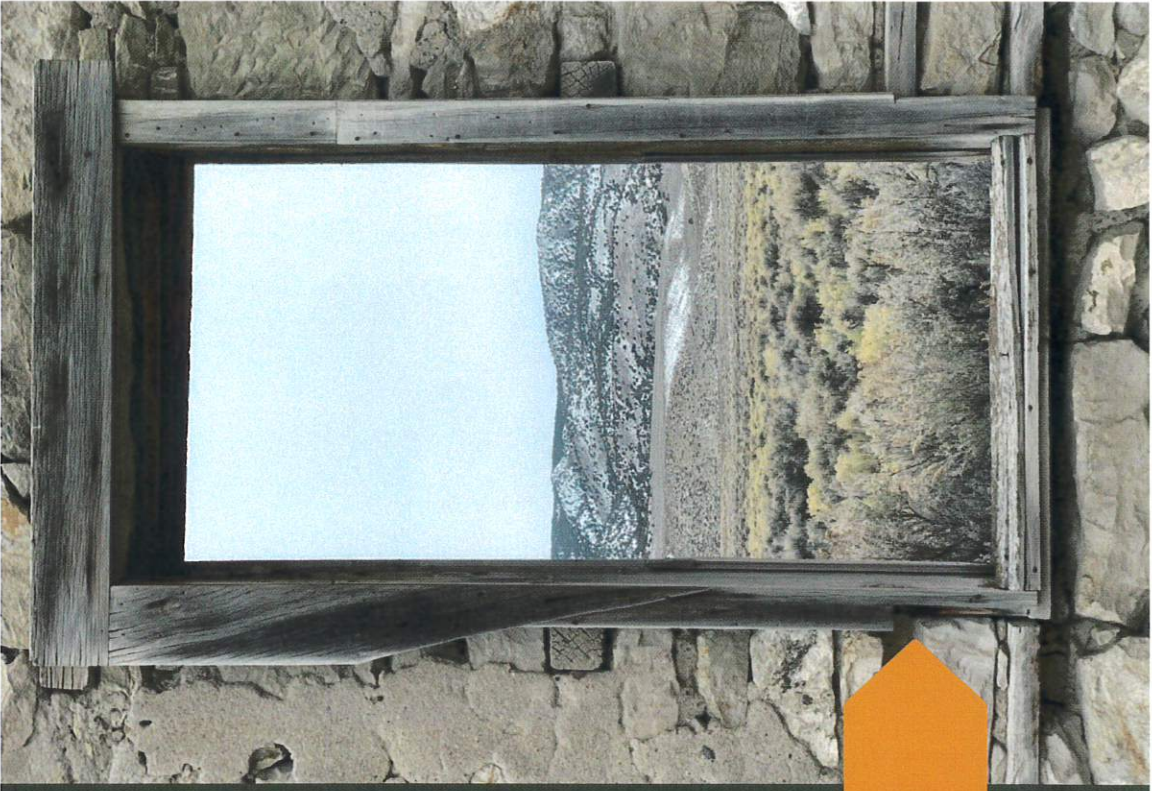
- What is driving this idea?
- Is it feasible?
- Does it align with county's vision?
- Is it a viable opportunity to pursue?



Appraisal Activities Completed

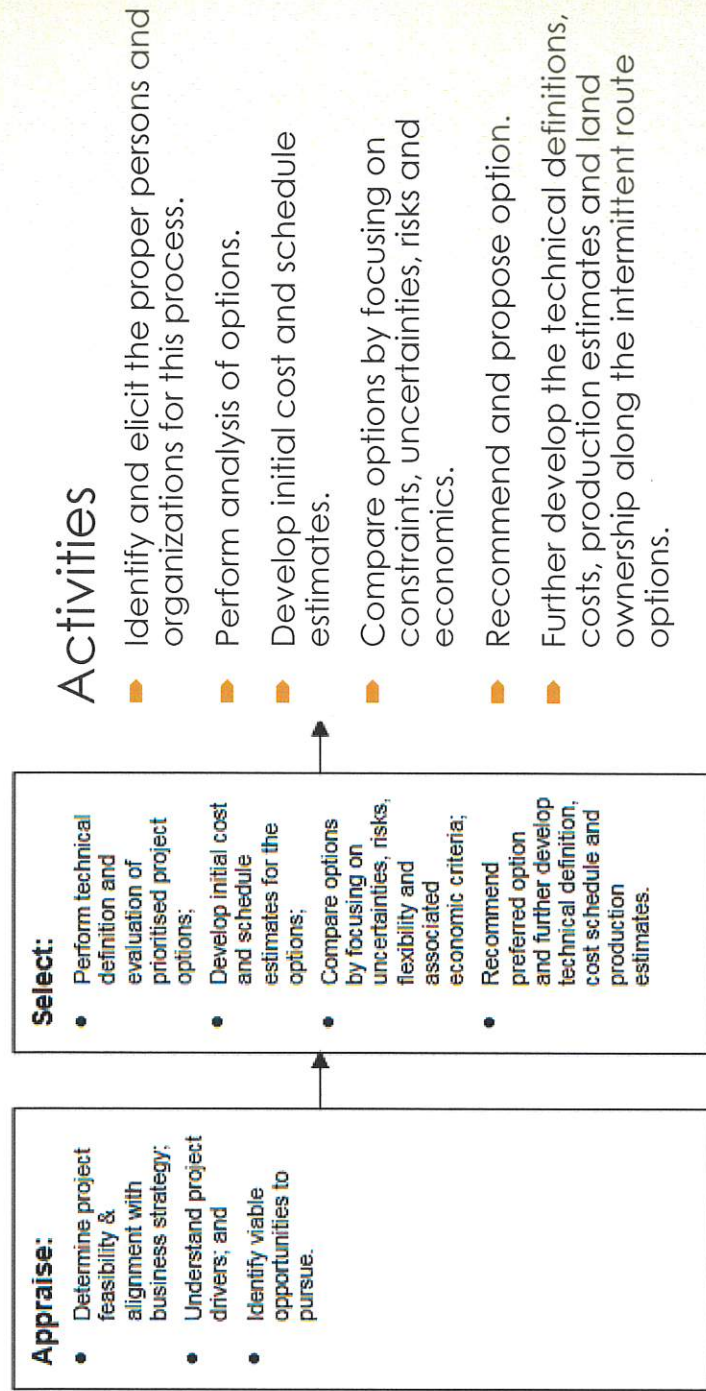
- Discovered, explored and documented what remains today; and, had a lot of fun doing so.
- Held conversations with
 - Friends
 - Neighbors
 - Business Owners
 - Executive Director, Lander County Convention & Tourism Authority
 - Bureau of Land Management, Public Relations and Field Management
 - Office of Representative Amodei, Mr. Martin Paris
 - Contacted Rails to Trails expert, Stanley Bales, BLM Susanville and had an initial conversation; more to follow.
- All have given an initial “thumbs up.”
- County Commissioners’ approval to go to next phase is requested.

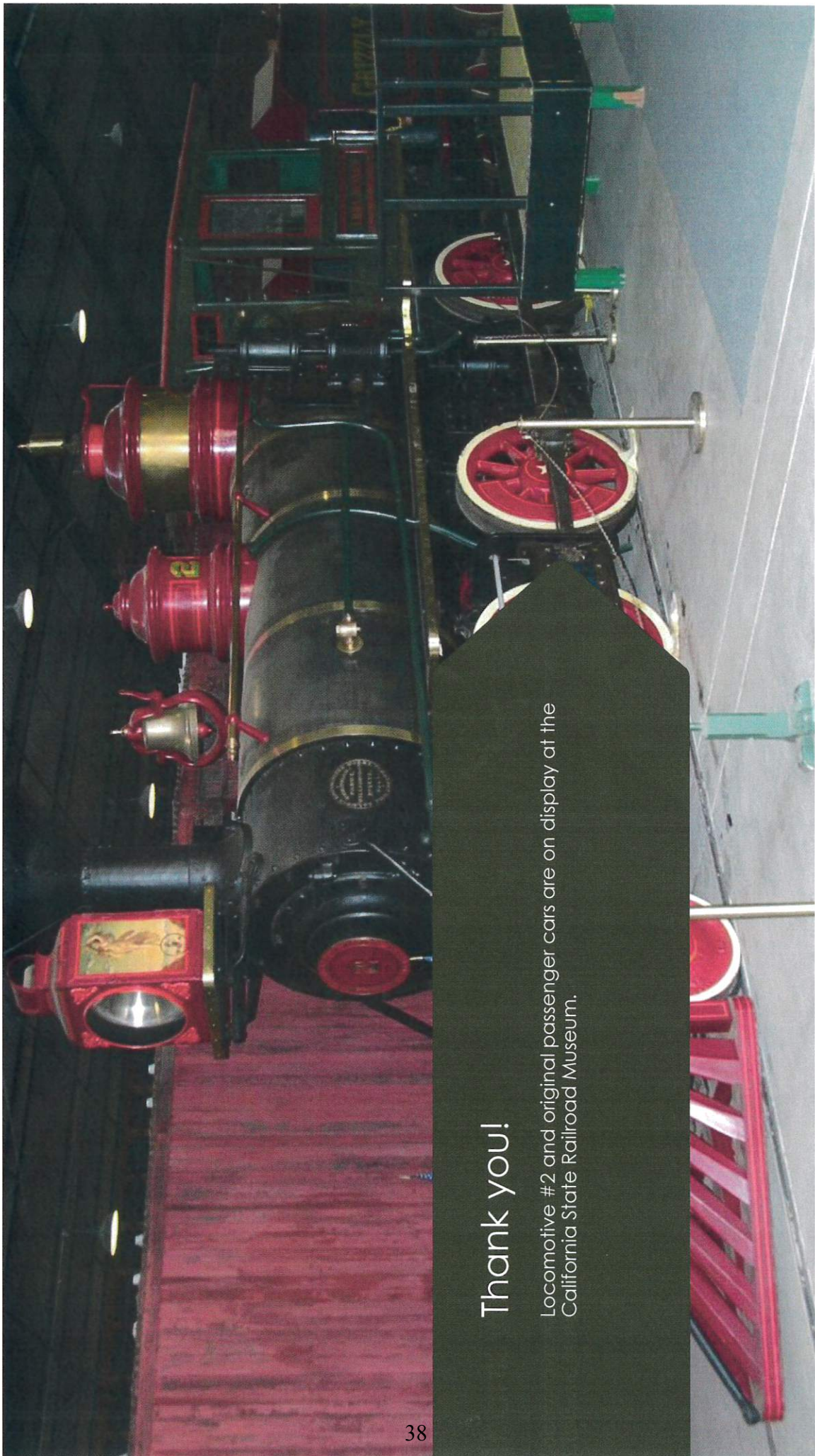
Questions & Answers



Next Phase: Select

Is this a viable opportunity to pursue? Yes?





Thank you!

Locomotive #2 and original passenger cars are on display at the California State Railroad Museum.

Sources & Appendix

Sources

- The text for most of the station slides was taken from Ghosttowns.com. <http://www.ghosttowns.com/>.
- Nevada Central – Sagebrush Narrow Gauge by Mallory Hope Ferrell, 2010, Heimburger House Publishing Company
- The Story of Austin Nevada & the Nevada Central Railroad by Michael Brown, 2013, published by the author.

Appendix

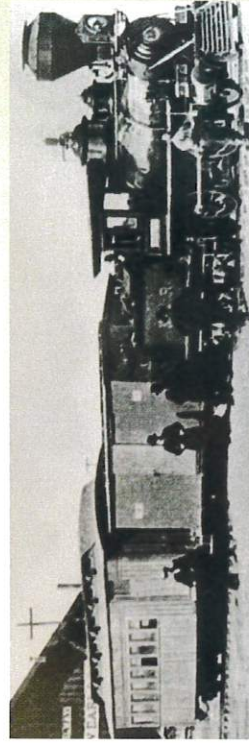
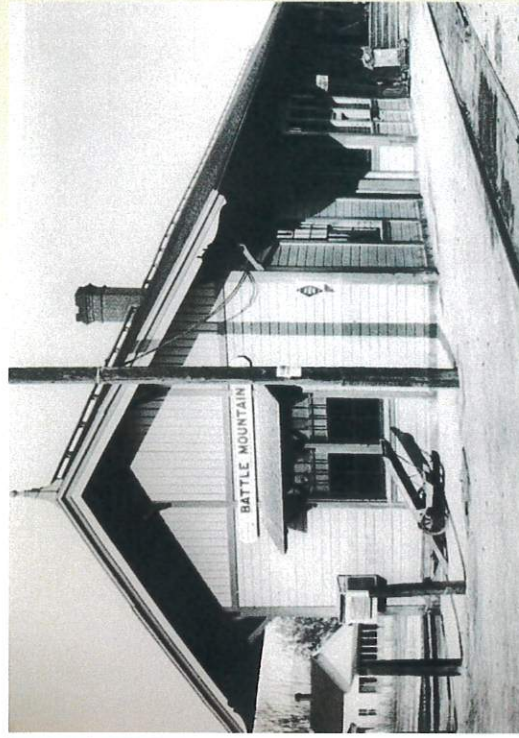
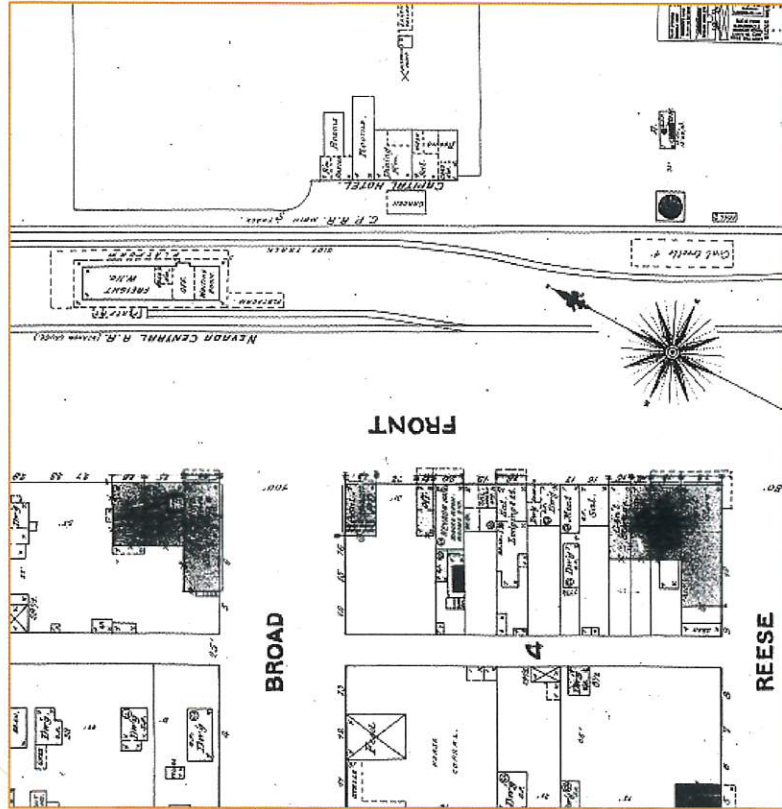
- All station slides in accordance with the 1899 NCRR timetable.

In Case of Injury, Always Take the Safe Side.

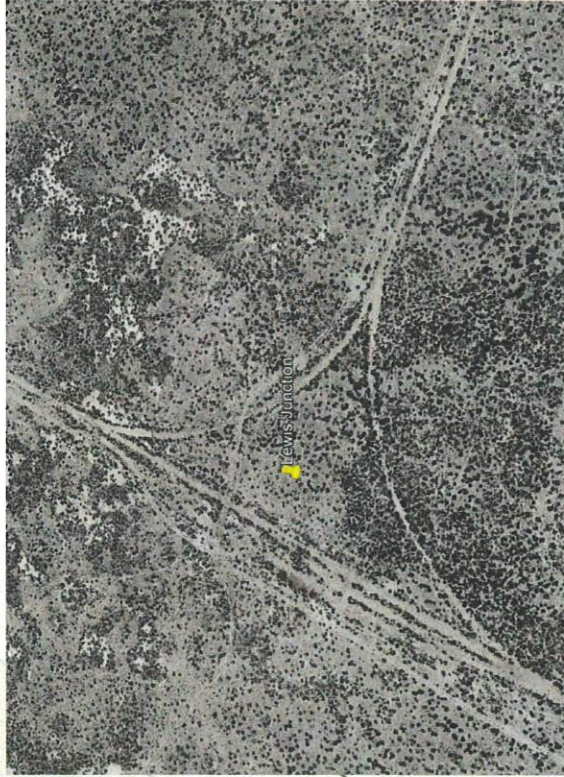
J. G. PHELPS STOKES,
PRESIDENT.

CHAS J McFALL Assistant General Manager

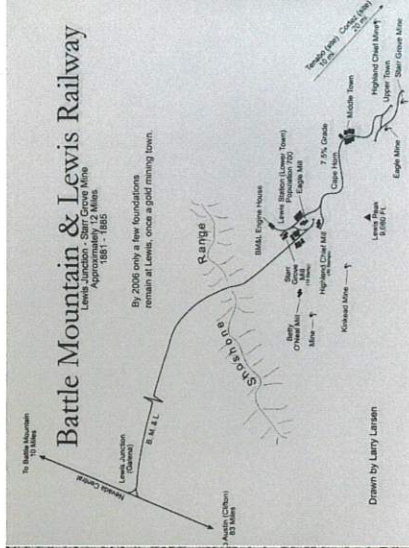
#1: Battle Mountain Terminal Departs 7:30 a.m. at 20 m.p.h.



#11: Lewis Junction Departs 8:07 a.m.



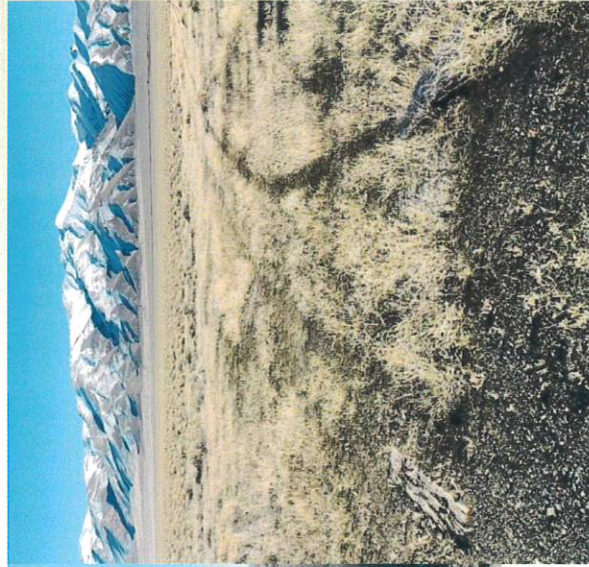
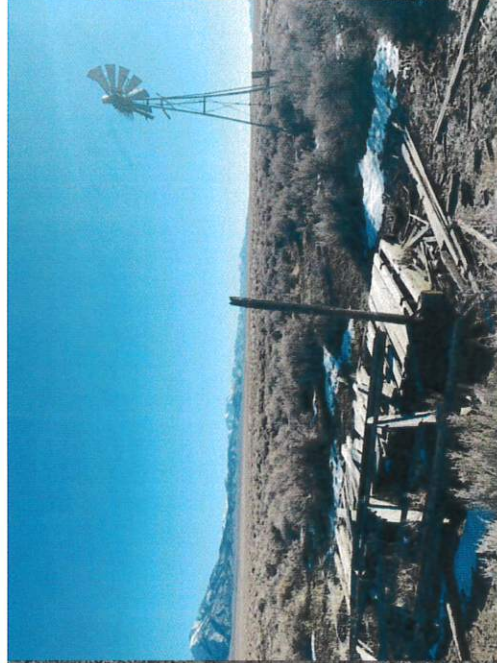
40°29'56.77"N, 116°59'48.28W



Gold was discovered in Lewis Canyon in 1880, 10 miles east of the junction. The Battle Mountain & Lewis RR was completed in 1881; dismantled in 1890.



#14: Dillon Departs 8:20 a.m.

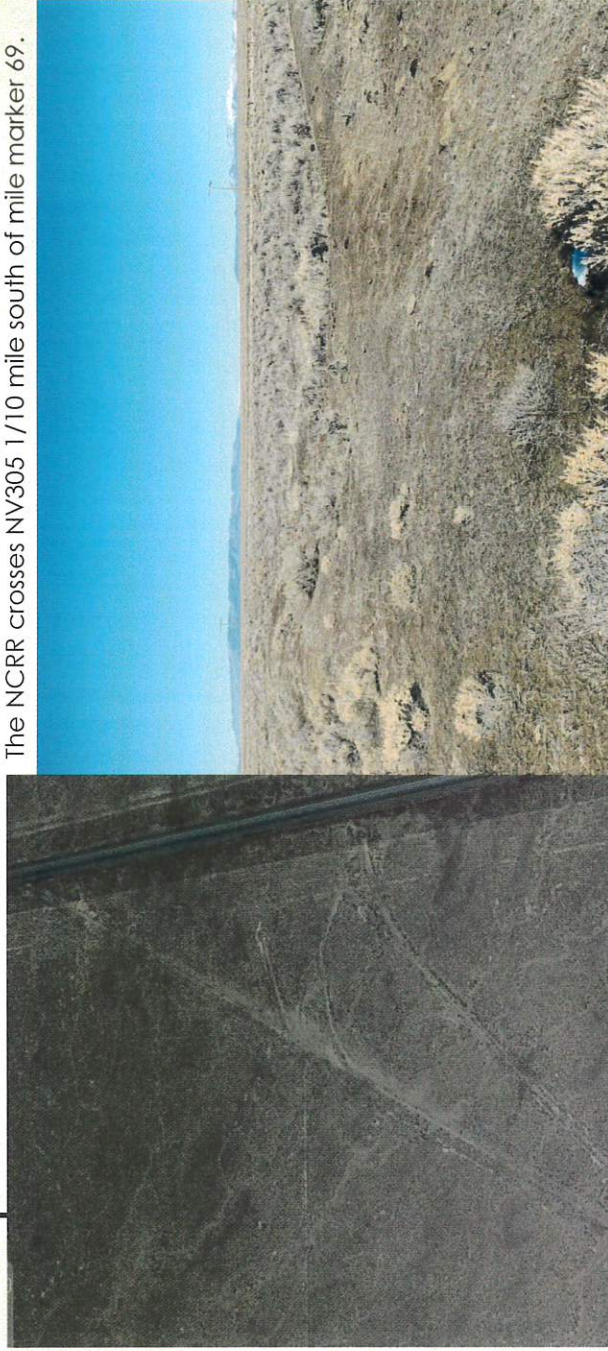


Dillon was another railroad siding on the Nevada Central Railroad. During 1916, small copper mines in the area sent ore through Dillon. After closing in 1917, Dillon was no more.

40°27'05.15"N, 117°01'07.40"W

#19 Baileys Departs 8:35 a.m.

The NCRR crosses NV305 1/10 mile south of mile marker 69.



Baileys was siding on the Nevada Central Railroad. While the railroad was being built, Baileys was used as a base camp for workers. Enough people lived there in 1880 to warrant a post office. The office remained active until November 1887 when five miles of track were washed out and Bailey faded into obscurity.

40°23'49.89"N, 117°02'54.94"W

#35 Watts Departs 9:30 a.m.



Watt v. Nev. Cen. R. R. Co. 23 Nev. 154 (Nev. 1896)

The defendant's locomotive set fire to the plaintiff's hay stack and hay press. The plaintiff sued for the market value of the hay destroyed, even though he only needed the hay for cattle feed in case of a severe winter. The trial court awarded damages to the plaintiff equal to the market value of the hay. The defendant appealed.

#43 Bridges Departs 9:57 a.m.



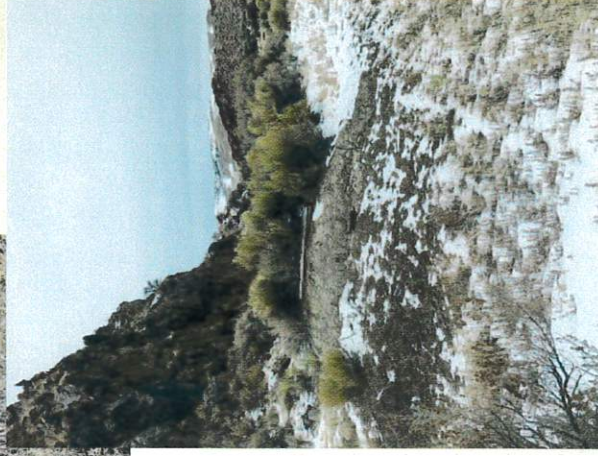
40° 3'55.17"N, 117°10'55.12"W

The president of the Nevada Central Railroad was named Lyman Bridges. The site of the six-car siding was named after him. It was used from 1880 until the railroad folded. The station building was dismantled in 1940.

#54: Canyon Departs 10:35 a.m.



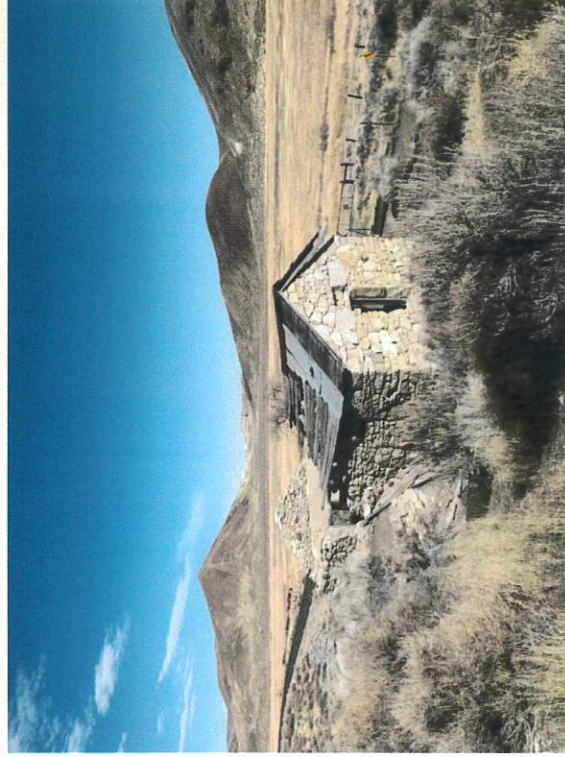
39°55'48.80"N, 117° 8'43.52"W



#56: Walters Departs 10:46 a.m.



39°53'43.19"N, 117° 6'43.15"W



Walters was both a stop and a recreational spot on the Nevada Central Railroad and was active from 1880 to 1938. A baseball diamond was laid out and was a favorite game for weekenders. Today the solid stone station still stands, one of the better remaining station houses on the old railroad. But it has been the victim of graffiti vandals.

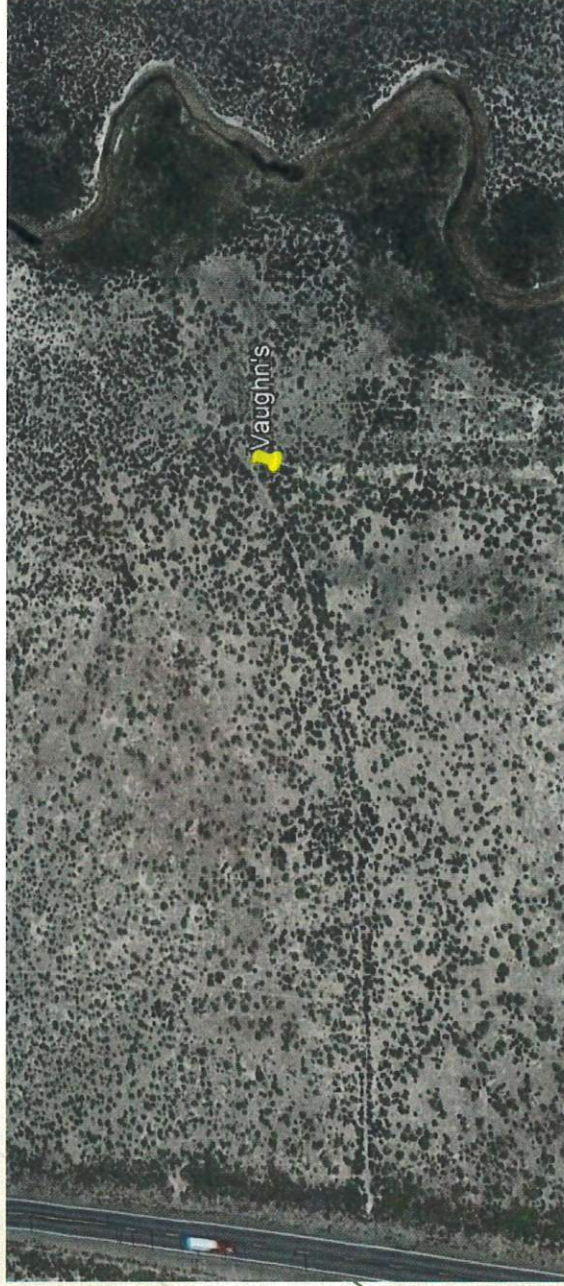
#60: Ravenswood Departs 11:00 a.m.



39°50'52.92"N, 117° 5'59.63"W

A group of prospectors from Austin discovered silver at the edge of the Shoshone Mountains in 1863 and a small mining camp grew up at the base of Ravenswood Pak. The district never showed any of the promise exhibited by early propaganda and the camp folded in 1870. Some new activity did take place in the early 1880s and 1890s and again in 1906. The ore deposits continued to be small and by 1908 the veins had disappeared. The camp was abandoned and no activity has taken place since. Nothing but scattered rubble remains..

#62: Vaughn's Departs 11:11 a.m.



39° 49' 55.49"N, 117° 6' 0.35"W

Vaughn's was a small railroad stop and siding on the Nevada Central Railroad from 1880 until 1938. Only the small freight platforms used to ship outgoing produce and a thirteen-car siding was ever built. Nothing remains to mark the site.

#69: Curtis Departs 11:35 a.m.



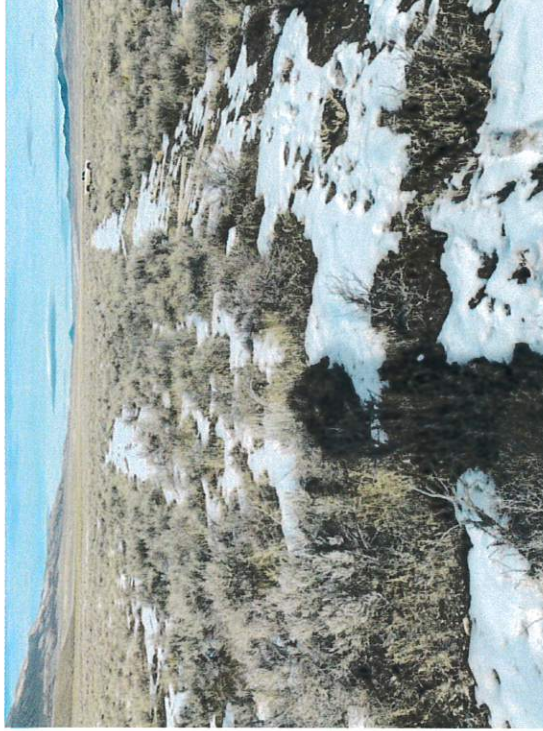
Curtis was one of the largest sidings on the Nevada Central Railroad, with forty cars. Nothing but railroad related buildings was ever constructed at Curtis. Only the wooden remains of a collapsed building mark the site.

39°44'35.90"N, 117°10'4.52"W

#70: Silver Creek Departs 11:40 a.m.



39°43'54.12"N, 117°10'56.85"W



A forty-car siding was constructed by the Nevada Central Railroad in 1880 and a small settlement formed. A school was built and was used until 1914. The siding was used until 1938. Only a few collapsed wooden buildings mark the site today. Hundreds of railroad ties still embedded in the railroad right-of-way mark the Nevada Central Railroad. Scorpions call the site home.

#74: Caton's Departs 11:55 a.m.



Catons was named for the Caton family who ran a small ranch nearby. A twenty-car siding, part of the Nevada Central Railroad, was also located here, but no development ever took place. Today nothing remains at the site except some of the old ranch buildings.

39°37'30"N, 117°11'41"W

#86: Austin Junction / Ledlie Departs 12:40 p.m.



39°30'38.33"N, 117°10'16.62"W

Its location made Ledlie/Austin Junction a natural shipping center as soon as the railroad arrived in 1880. As result of demands for freight teams, as many as 250 mules were kept there. By 1890, however, the volume of freight had dropped drastically and Ledlie's importance faded. When the Nevada Central Railroad folded for good in 1938, Ledlie ceased to exist. A town never really materialized since most workers lived in Austin. Today only a small collapsed wooden building and a solitary telegraph pole mark the site.

#93: Austin Terminal Arrives 1:10 p.m.

The town was actually discovered in 1862 by a horse belonging to a W. H. Talbott. The horse, by accident, kicked up a piece of quartz containing gold and silver. Talbott sent the piece to Virginia City for assay. He staked out a claim and, when word got out, others followed, and a silver rush was on. One year later, 10,000 people occupied the town. A lumber mill had been built and four hundred homes had been constructed. There were schools, churches, hotels, stores and, of course, the required number of saloons and pleasure houses. Many of the structures were of adobe and brick, which minimized the damage from fires. Floods, however, were the culprit, especially those of 1868 and 1874 which ravaged the town. By 1880, the mines began to show signs of exhaustion and its total of \$50 million in ore production was history.



Turntable: 39°29'49.91"N, 117° 5'1.67"W



LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __5__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove a contract between Pictometry International Corp. ("Pictometry") and Lander County, and all other matters properly related thereto.

Public Comment:

Background: **Aerial Photography Contract with Pictometry.**

Recommended Action: **Approval of the Contract**

AGENDA REQUEST FORM

MEETING DATE: March 28, 2019

NAME: Lander County Assessor

ADDRESS: 50 State Route 305, Battle Mountain, NV 89820

PHONE (H): N/A WORK: 635-2610 FAX: 635-5520

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: Work

WHO WILL BE ATTENDING THE MEETING: Lura Duvall

JOB TITLE: Assessor

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Approval of the Aerial Photography Contract with Pictometry.

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

I would like the Commissioners to approve the Contract with Pictometry.
(see attached copy)

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST?

AMOUNT: \$261,286.80, (Flight #1)

YES

NO

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING?

WHEN? Yes

YES

NO

WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING?

YES

NO

HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT HEAD?

YES

NO

FOR REVIEW BY:

CLERK	<u>X</u>	SHERIFF	<u> </u>	JUSTICE COURT	<u> </u>
ASSESSOR	<u> </u>	WELFARE	<u> </u>	DISTRICT ATTORNEY	<u>X</u>
BUILDING	<u> </u>	PLANNING DEPT.	<u> </u>	TREASURER	<u> </u>
AIRPORT	<u> </u>	FINANCE DEPT.	<u>X</u>	SWIM. POOL	<u> </u>
ROAD & BRIDGE	<u> </u>	RECORDER	<u> </u>	HOSPITAL	<u> </u>
PARKS DEPT.	<u> </u>	WATER & SEWER	<u> </u>	CIVIC CENTER	<u> </u>
FAIR & REC.	<u> </u>	GOLF COURSE	<u> </u>	COUNTY MANAGER	<u>X</u>

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

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

DATE SUBMITTED: March 6, 2019

MEETING DATE: March 28, 2019



GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
LANDER COUNTY, NV ("CUSTOMER")**

1. Pursuant to the GSA Federal Supply Schedule referenced above, the following order being placed is subject to the terms and conditions of the Schedule (if purchasing Open Market items some exceptions may apply).
2. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Web Visualization Offering Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions (applicable to Open Market items only)

Sector Map

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

3. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
4. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
50 State Route 305	25 Methodist Hill Drive
Battle Mountain, NV 89820	Rochester, NY 14623
Attn: Lura Duvall, Assessor	Attn: General Counsel
Phone: 775-635-2610	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

5. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
6. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
7. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

8. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
9. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
10. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
11. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
LANDER COUNTY, NV	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #

C10462719

BILL TO

Lander County, NV
Lura Duvall, Assessor
50 State Route 305
Battle Mountain, NV 89820
775-635-2610
assessor@landercountynv.org

SHIP TO

Lander County, NV
Lura Duvall, Assessor
50 State Route 305
Battle Mountain, NV 89820
775-635-2610
assessor@landercountynv.org

CUSTOMER ID

A115783

SALES REP

dpeck

FREQUENCY OF PROJECT

Triennial

US GSA CONTRACT NO.

35F-0801N

FIRST PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE ¹
1,106	IMAGERY - 6in, 5-way, OCB (N5) Per Sector	Product includes 6-inch GSD color balanced oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.5 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.46 feet/pixel, Middle Line: 0.51 feet/pixel, Back Line: 0.60 feet/pixel.	\$260.00	\$215.80 (17% - Long Term Incentive Discount)	\$238,674.80
3	Pictometry Connect - CA - 100*	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$3,300.00		\$9,900.00
1,106	Tiles - Standard (6in GSD; JPG format) Per Sector*	Available with corresponding 3", 4", or 6" GSD imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$5.00 (75%)	\$5,530.00
1	FutureView Adv Training*	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00		\$2,499.00
3	Pictometry Connect View - CA*	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	\$750.00		\$2,250.00

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

1	ChangeFinder - Project Fee*	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$1,000.00		\$1,000.00
2,000	ChangeFinder - Change Detection; Digital Parcel File Provided*	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.44		\$880.00
1,106	Mosaic - Area Wide (6in GSD; ECW format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00	\$0.50 (50%)	\$553.00
1	Pictometry CONNECTAssessment*	Pictometry CONNECTAssessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$5,000.00	\$0.00 (100%)	\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
SUBTOTAL - FIRST PROJECT					\$261,286.80

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE¹
1,106	IMAGERY - 6in, 5-way, OCB (N5) Per Sector	Product includes 6-inch GSD color balanced oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.5 feet/pixel; Nominal Oblique GSD (all values +/-10%); Front Line: 0.46 feet/pixel, Middle Line: 0.51 feet/pixel, Back Line: 0.60 feet/pixel.	\$260.00	\$228.80 (12% - Long Term Incentive Discount)	\$253,052.80

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

3	Pictometry Connect - CA - 100*	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$3,300.00		\$9,900.00
1,106	Tiles - Standard (6in GSD; JPG format) Per Sector*	Available with corresponding 3", 4", or 6" GSD imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$5.00 (75%)	\$5,530.00
1	FutureView Adv Training*	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00		\$2,499.00
3	Pictometry Connect View - CA*	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	\$750.00		\$2,250.00
1	ChangeFinder - Project Fee*	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$1,000.00		\$1,000.00
2,000	ChangeFinder - Change Detection; Digital Parcel File Provided*	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.44		\$880.00
1,106	Mosaic - Area Wide (6in GSD; ECW format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00	\$0.50 (50%)	\$553.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry	\$0.00		\$0.00

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

		Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.			
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
SUBTOTAL - SECOND PROJECT					\$275,664.80

THIRD PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE ¹
1,106	IMAGERY - 6in, 5-way, OCB (N5) Per Sector	Product includes 6-inch GSD color balanced oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.5 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.46 feet/pixel, Middle Line: 0.51 feet/pixel, Back Line: 0.60 feet/pixel.	\$260.00	\$241.80 (7% - Long Term Incentive Discount)	\$267,430.80
3	Pictometry Connect - CA - 100*	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$3,300.00		\$9,900.00
1,106	Tiles - Standard (6in GSD; JPG format) Per Sector*	Available with corresponding 3", 4", or 6" GSD imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$5.00 (75%)	\$5,530.00
1	FutureView Adv Training*	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00		\$2,499.00
3	Pictometry Connect View - CA*	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	\$750.00		\$2,250.00
1	ChangeFinder - Project Fee*	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order.	\$1,000.00		\$1,000.00

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2,000	ChangeFinder - Change Detection; Digital Parcel File Provided*	Applicable Terms and Conditions: Order Form Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.44		\$880.00
1,106	Mosaic - Area Wide (6in GSD; ECW format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00	\$0.50 (50%)	\$553.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00
SUBTOTAL - THIRD PROJECT					\$290,042.80

Thank you for choosing Pictometry as your service provider. Amount per product = ((1-Discount %) * Qty * List Price)	TOTAL	\$826,994.40
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*OPEN MARKET ITEMS ARE ALSO KNOWN AS INCIDENTAL ITEMS, NON-CONTRACT ITEMS, AND OTHER DIRECT COSTS (ODS'S). OPEN MARKET ITEMS ARE NOT ON THE GSA CONTRACT AND THEREFORE SHOULD BE TREATED AS OPEN MARKET PURCHASES. THIS AGREEMENT CONTAINS OPEN MARKET ITEMS. OPEN MARKET ITEMS ARE ALLOWED UNDER CIRCUMSTANCES SET FORTH IN FAR 8.402(F). OPEN MARKET ITEMS ARE SUBJECT TO PICTOMETRY'S APPLICABLE LICENSE TERMS AND CONDITIONS.

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing.

FIRST PROJECT

Due at Signing	\$22,987.65
Due at Initial Shipment of Imagery	\$61,465.95
Due at First Anniversary of Shipment of Imagery	\$81,401.60
Due at Second Anniversary of Shipment of Imagery	\$81,401.60
Due at Shipment of ChangeFinder	\$1,880.00
Due at Activation of Online Services	\$12,150.00

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Total Payments **\$261,286.80**

SECOND PROJECT

Due at Commencement of Project	\$2,499.00
Due at Initial Shipment of Imagery	\$86,747.26
Due at First Anniversary of Shipment of Imagery	\$86,194.27
Due at Second Anniversary of Shipment of Imagery	\$86,194.27
Due at Shipment of ChangeFinder	\$1,880.00
Due at Activation of Online Services	\$12,150.00

Total Payments **\$275,664.80**

THIRD PROJECT

Due at Commencement of Project	\$2,499.00
Due at Initial Shipment of Imagery	\$91,539.92
Due at First Anniversary of Shipment of Imagery	\$90,986.94
Due at Second Anniversary of Shipment of Imagery	\$90,986.94
Due at Shipment of ChangeFinder	\$1,880.00
Due at Activation of Online Services	\$12,150.00

Total Payments **\$290,042.80**

PRODUCT PARAMETERS

FIRST PROJECT IMAGERY

Product: **IMAGERY - 6in, 5-way, OCB (N5) Per Sector**
Leaf: Leaf Off: Less than 30% leaf cover

CHANGEFINDER

Product: **ChangeFinder - Change Detection; Digital Parcel File Provided**
Data Source - Base: Pictometry Outlines
Data Source Year - Base: 2017
Data Source - Comparison: Pictometry Imagery
Data Source Year - Comparison: 2019
Deck Identification: Included in Building Outlines
Regional Status Report Requested:
Modified Technical Specifications:
Parameter Changes

Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

CONNECT

Product: **Pictometry Connect - CA - 100**
Admin User Name: Lura Duvall
Admin User Email: assessor@landercountynv.org
Geofence: NV Lander (Primary Geofence)

Product: **Pictometry Connect View - CA**
Admin User Name: Lura Duvall
Admin User Email: assessor@landercountynv.org
Geofence: NV Lander (Primary Geofence)

SECOND PROJECT IMAGERY

Product: **IMAGERY - 6in, 5-way, OCB (N5) Per Sector**
Leaf: Leaf Off: Less than 30% leaf cover

CHANGEFINDER

Product: **ChangeFinder - Change Detection; Digital Parcel File Provided**
Data Source - Base: Pictometry Outlines

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Data Source Year – Base: 2019
Data Source – Comparison: Pictometry Imagery
Data Source Year – Comparison: 2022
Deck Identification: Included in Building Outlines
Regional Status Report Requested:
Modified Technical Specifications:
Parameter Changes

Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

CONNECT

Product: Pictometry Connect - CA - 100
Admin User Name: Lura Duvall
Admin User Email: assessor@landercountynv.org
Geofence: NV Lander (Primary Geofence)

Product: Pictometry Connect View - CA
Admin User Name: Lura Duvall
Admin User Email: assessor@landercountynv.org
Geofence: NV Lander (Primary Geofence)

THIRD PROJECT IMAGERY

Product: IMAGERY - 6in, 5-way, OCB (N5) Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

CHANGEFINDER

Product: ChangeFinder - Change Detection; Digital Parcel File Provided
Data Source – Base: Pictometry Outlines
Data Source Year – Base: 2022
Data Source – Comparison: Pictometry Imagery
Data Source Year – Comparison: 2025
Deck Identification: Included in Building Outlines
Regional Status Report Requested:
Modified Technical Specifications:
Parameter Changes

Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

CONNECT

Product: Pictometry Connect - CA - 100
Admin User Name: Lura Duvall
Admin User Email: assessor@landercountynv.org
Geofence: NV Lander (Primary Geofence)

Product: Pictometry Connect View - CA
Admin User Name: Lura Duvall
Admin User Email: assessor@landercountynv.org
Geofence: NV Lander (Primary Geofence)

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible outlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

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RapidAccess—Disaster Response Program ("DRP")

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- ☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.
 - ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
 - ☐ **Terrorist:** areas affected by damage from terrorist attack.
 - ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. **Discounted Rate** -- Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

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SECTION B

LICENSE TERMS

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

- 5.1 Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.
- 5.2 Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

SECTION B

LICENSE TERMS

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

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- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

SECTION B

LICENSE TERMS

PICTOMETRY WEB VISUALIZATION OFFERING TERMS AND CONDITIONS

These Pictometry Web Visualization Offering Terms and Conditions (the "WVO Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "WVO License Agreement") that governs your use of Pictometry web visualization offerings (the "WVO Services"), the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "WVO Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the WVO License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single web site operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.
- 1.2 You may not copy or retain copies of the WVO Licensed Content obtained through the WVO Services or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the WVO Services or any other Pictometry Services, nor will you authorize or permit any user of the WVO Services to do so.
- 1.3 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos without the express written consent of Pictometry.
- 1.4 You may not remove, alter or obscure copyright notices or other notices contained in the WVO Licensed Content.
- 1.5 You may not offer any part of the WVO Services or the WVO Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.6 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the WVO Services or the WVO Licensed Content acquire any proprietary interest in the WVO Services, the WVO Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. TERMS OF ACCESS TO WVO SERVICES

- 2.1 You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers, and (e) THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.2 The WVO Services, the WVO Licensed Content, and features and functionality within the WVO Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The WVO Services and the WVO Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The WVO Services and the WVO Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the WVO Services or from the WVO Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the WVO Services or contained in the WVO Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the WVO Services and the WVO Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the WVO Services and the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from such use.
- 3.6 Your reliance on the WVO Services and the WVO Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content assume no responsibility for any consequences resulting from the use of the WVO Services or the WVO Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the WVO Services and the WVO Licensed Content.
- 3.9 By accepting these WVO Terms and Conditions or by using the WVO Services or the WVO Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the WVO Services or the WVO Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the WVO Services or the WVO Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the WVO Services and the WVO Licensed Content available to you as authorized expressly by this WVO License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the WVO Services or the WVO Licensed Content, (b) the unavailability or interruption of the WVO Services or any features thereof or the WVO Licensed Content, (c) your or any other party's use of the WVO Services or the WVO Licensed Content, (d) the loss or corruption of any data or

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equipment in connection with the WVO Services or the WVO Licensed Content, (e) the content, accuracy, or completeness of the WVO Licensed Content, all regardless of any assistance received in the use of the WVO Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the WVO Services.

- 5.2 "Covered Party" means (a) Pictometry, its affiliates and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry or its affiliates; and (b) each third party supplier of any WVO Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any WVO Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WVO SERVICES OR THE WVO LICENSED CONTENT OR THIS WVO LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE WVO SERVICES IN THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WVO SERVICES, THE WVO LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (OR ANY OTHER WVO SERVICES USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the WVO Services or the WVO Licensed Content, asserted against you by such third party provided: (i) all use of the WVO Services and the WVO Licensed Content was in accordance with this WVO License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the WVO Services or the WVO Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the WVO Services, the operation thereof or the WVO Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the WVO Services or the WVO Licensed Content, (ii) replace or modify the WVO Services or the WVO Licensed Content so that they become non-infringing; or (iii) terminate the WVO License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this WVO License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this WVO License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated Pictometry customers using the WVO Services. You may terminate this WVO License Agreement upon written notice to Pictometry if any change to the terms and conditions of this WVO License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the WVO Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this WVO License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this WVO License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this WVO License Agreement by you or someone using the WVO Services, Pictometry may temporarily suspend or discontinue providing access to the WVO Services without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the WVO Services or any WVO Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 You may not assign or otherwise transfer your rights or delegate your duties under this WVO License Agreement without the prior written consent of Pictometry. Any attempt by you to assign, transfer or delegate your rights or obligations under this WVO License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this WVO License Agreement. This WVO License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This WVO License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this WVO License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
- 6.7 This WVO License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this WVO License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this WVO License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the WVO Services or any WVO Licensed Content has the right to assert and enforce the provisions of this WVO License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this WVO License Agreement or your payment obligations with respect to access to the WVO Services or the WVO Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This WVO License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]

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SECTION B

LICENSE TERMS

**PICTOMETRY SOFTWARE
LICENSE AGREEMENT**

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

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- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Notwithstanding anything herein to the contrary, in the event that the funds due for the Second or Third Projects under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

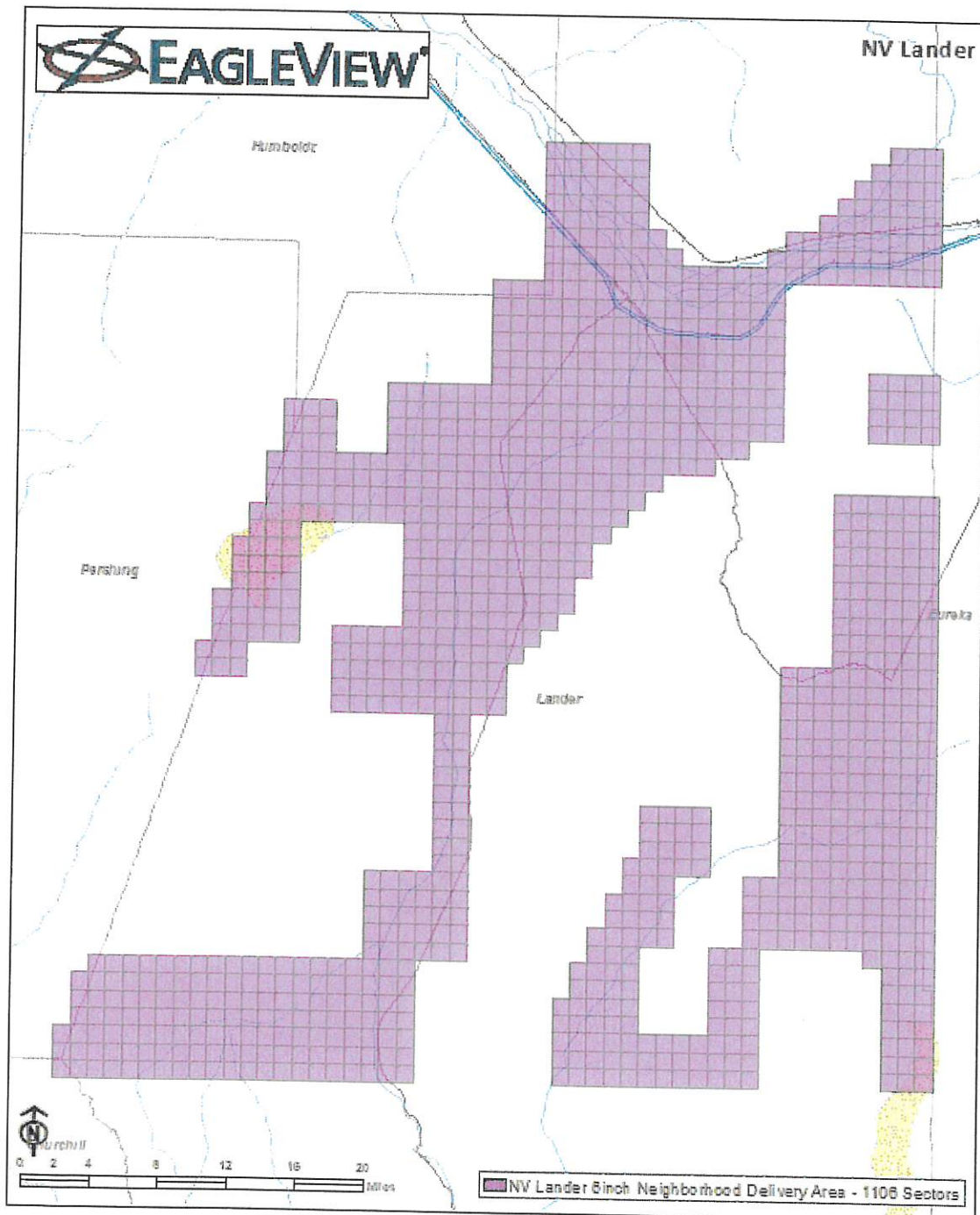
a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;

b. This Agreement shall remain in full force and effect; however, commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

[END OF NON-STANDARD TERMS AND CONDITIONS]

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")
SECTOR MAP



LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __6__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove the reconciliation of Battle Mountain's Water & Sewer Department past water and sewer bills by resolution and to write off past due amounts, and all other matters properly related therto.

Public Comment:

Background:

Recommended Action:

Customer	Address	Reason	Amt \$	Difference Lost	Time
Rural Nevada Development	145 Palmer	Wrong # of Dwelling Units	\$	67,200.00	
Lander County School District	425 Weaver High School Shop	No Sewer Charge	\$	1,620.00	
Colt Nelson	648 S Reese	No Sewer Charge	\$	608.00	
Fredrick Fabian	303 N Second	No Sewer Charge	\$	1,700.00	
Hisidro Palafox	209 Middlegate	No Sewer Charge	\$	228.00	
Cecelia Whistler	185 Lemaire Rd	No Sewer Charge	\$	304.00	
Mario Nunez	119 Eighteenth St	No Sewer Charge	\$	456.00	
Spencer & Misty Watts	213 Eighteenth St	No Sewer Charge	\$	1,520.00	
Lander County Learning Center	350 Front St	Charged Residential Sewer Should be Commercial	\$	784.00	
United Methodist Church	152 W Second	Charged Residential Sewer Should be Commercial	\$	952.00	
George Schwin Senoir Center	365 E Fourth	Charged Residential Sewer Should be Commercial	\$	784.00	
St Johns Bosco Church	384 S Reese	Charged Residential Sewer Should be Commercial	\$	952.00	
St Johns Bosco Hall	395 S Reese	Charged Residential Sewer Should be Commercial	\$	952.00	
Grace Orthodox Presbyterian Church	45 E Fourth	Charged Residential Sewer Should be Commercial	\$	952.00	
Battle Mountain Preschool	380 S Mountain	Charged Residential Sewer Should be Commercial	\$	784.00	
Battle Mountain Church Of Christ	477 S Reese	Charged Residential Sewer Should be Commercial	\$	952.00	
First Baptisit Church	455 E Seventh	Charged Residential Sewer Should be Commercial	\$	952.00	
Carolyn Rodobaugh Thomas/Business	145 E Second St	Charged Residential Sewer Should be Commercial	\$	567.00	
Kaperell Mobile Park	25 N Humboldt	Charged Residential Sewer Should be Commercial	\$	560.00	
Wells Fargo	1000 Broyles Ranch Rd	Charged Residential Sewer Should be Commercial	\$	784.00	
Lander County Historical Society	855 Broyles Ranch	Charged Residential Sewer Should be Commercial	\$	784.00	
New Hope Church	215 Palmer	Charged Residential Sewer Should be Commercial	\$	952.00	
Church Of Jesus Christ	735 W Humboldt	Charged Residential Sewer Should be Commercial	\$	952.00	
Christ Lutheran Church	55 Bastian RD	Charged Residential Sewer Should be Commercial	\$	952.00	
Lander County School District	985 W Humboldt	Charged Residential Sewer Should be Commercial	\$	784.00	
First Baptisit Church	140 Lemaire	Charged Residential Sewer Should be Commercial	\$	952.00	
Todd Price - Business	105 Carson Rd	Charged Residential Sewer Should be Commercial	\$	6,120.00	
Lander Associates	720 Broyles Ranch RD	Wrong # of Dwelling Units	\$	18,360.00	
Battle Mountain Apartments	467 Elquit Drive	Wrong # of Dwelling Units	\$	12,240.00	
TOTAL:			\$	125,707.00	

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __7__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove Resolution No. 2019-01 directing apportionment of marijuana establishment Tax received in the month of January 2019 to the Lander Economic Development Authority, fund (015) and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

RESOLUTION NO. 2019-01

Of the Board of Lander County Commissioners

A RESOLUTION DIRECTING APPORTIONMENT OF MARIJUANA ESTABLISHMENT TAX RECEIVED IN THE MONTH OF JANUARY 2019

WHEREAS, on January 25, 2019, the Lander County Treasurer received \$88,235.29 in Marijuana Establishment Tax: and

WHEREAS, it is the desire of the Lander County Board of Commissioners to appropriate the Marijuana Establishment Tax to the Lander Economic Development Authority, fund (015) and:

BE IT FURTHER RESOLVED, that future distributions for the Marijuana Establishment tax be apportioned by resolution.

PASSED AND ADOPTED this 28th day of March, 2019.

THOSE VOTING AYE:	Commissioner	_____
	Commissioner	_____
	Commissioner	_____
	Commissioner	_____
	Commissioner	_____
THOSE VOTING NAY:	Commissioner	_____
THOSE ABSENT:	Commissioner	_____

Patsy A. Waits, Chair
Lander County Board of Commissioners

ATTEST: _____
SADIE SULLIVAN
Lander County Clerk

STATE OF NEVADA
DEPARTMENT OF TAXATION
ADMINISTRATIVE SERVICES DIVISION
MARIJUANA REIMBURSEMENT DISTRIBUTION

ACTIVITY PERIOD: FISCAL YEAR 2019

DISTRIBUTION DATE: 1/25/2019

LANDER COUNTY TREASURER- T40262000

LANDER COUNTY

\$88,235.29

TOTAL

\$ 88,235.29

PREPARED BY: KEVIN WILLIAMS (775)684-2024

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __8__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding current grant cap limits, and to create new grant cap limits, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __9__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Update and information regarding the University of Nevada Reno Cooperative Extension presented by Holly Gatzke the Northern Area Director and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __10__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding negotiations between Lander County and Nevada Division of Health as to which services will be provided by Nevada Division of Health in the addendum to the contract between the parties, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __11__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action on whether a majority of the members of the Lander County Board of County Commissioners deem it to be in the best interest of Lander County and of the Lander County Water and Sewer District #2 that said district be merged, consolidated or dissolved and if a majority of Lander County Commissioners agree, to then formally request of the board of trustees of Lander County Water and Sewer District #2 a resolution agreeing to the merger, consolidation or dissolution, and all other matters properly related thereto.

Public Comment:

Background: **NRS 318.490 included into packet.**

Recommended Action:

NRS 318.490 Initiation by ordinance; notice; agreement of board of trustees of certain districts required.

1. Except as otherwise provided in NRS 318.492, whenever a majority of the members of the board of county commissioners of any county deem it to be in the best interests of the county and of the district that the district be merged, consolidated or dissolved, or if the board of trustees of a district, by resolution pursuant to subsection 3, agrees to such a merger, consolidation or dissolution, the board of county commissioners shall so determine by ordinance, after there is first found, determined and recited in the ordinance that:

(a) All outstanding indebtedness and bonds of all kinds of the district have been paid or will be assumed by the resulting merged or consolidated unit of government.

(b) The services of the district are no longer needed or can be more effectively performed by an existing unit of government.

2. The county clerk shall thereupon certify a copy of the ordinance to the board of trustees of the district and shall mail written notice to all property owners within the district in the county, containing the following:

(a) The adoption of the ordinance;

(b) The determination of the board of county commissioners that the district should be dissolved, merged or consolidated; and

(c) The time and place for hearing on the dissolution, merger or consolidation.

3. If a majority of the members of the board of county commissioners of a county deems it to be in the best interests of the county and of a district with annual revenues of more than \$1,000,000 that was, on October 1, 2005, exercising powers pursuant to NRS 318.140, 318.142 or 318.144, that the district be merged, consolidated or dissolved, the board of county commissioners shall submit the question of the merger, consolidation or dissolution to the board of trustees of the district. If the board of trustees of the district, by resolution, does not agree to the merger, consolidation or dissolution within 90 days after the question was submitted to it, the district may not be merged, consolidated or dissolved.

(Added to NRS by 1959, 482; A 1965, 1087; 1973, 562; 1989, 521; 2005, 728; 2017, 2011)

ATTORNEY GENERAL'S OPINIONS.

Following the merger of a district into the county government, where the county population is less than 100,000, the approval of the qualified electors is required before a certificate of public convenience and necessity is issued or a franchise is issued. Under the provisions of NRS 244.157, 318.1194 and 318.490, in a county having a population of less than 100,000, the approval of the qualified electors residing within the territory proposed to be included in the service or franchise area is required before the public service commission (now the public utilities commission of Nevada) may issue a certificate of public convenience and necessity or before a city or county may issue a franchise for the operation of a cable television installation system in an area formerly provided television service by a general improvement district and currently offered the same service by the county television department following the merger of the district into the county government. AGO 79-26 (12-11-1979)

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __12__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove the renewal of a contract with Rex Massey DBA Research & Consulting Inc. in the amount not to exceed \$15,000 for one year, and all other matters properly related thereto.

Public Comment:

Background: **Renewal of yearly contract**

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 2019 and shall terminate April 1, 2020 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: _____
PATSY A. WAITS, Chair

Date: _____

ATTEST:

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

Agenda Item Number __13__

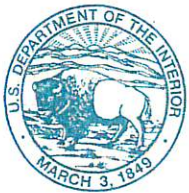
THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Correspondence/reports/potential upcoming agenda items.

Public Comment:

Background:

Recommended Action:

1. United State Department of the Interior Preliminary Environmental Assessment for Grazing Permit Renewals on the Argenta Allotment.
2. Robin Gray Bit Fly Report for 2018 and March of 2019.
3. United State Department of the Interior Notice of Availability in the Federal Register for the Draft Supplwmental Environmental Impact Statement for the Mount Hope Mine Project 23 Miles NW of Eureka.
4. Department of Transportation Board of Directors Agenda, March 11, 2019.
5. Nevada Division of Environmental Protection Notice of Decision Water Pollution Control Permit for Klondex Gold & Silver Mining Company Fire Creek Infiltration Project.
6. State of Nevada Commission on Mineral Resources Division of Minerals Unsecured Abandoned Mines report for Washoe County.
7. Nevada Opioid Litigation Letter from EGLET PRINCE, Robert T. Eglet, Esq.



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

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

MAR 14 2019

To Whom It May Concern,

The Mount Lewis Field Office (MLFO) has drafted the Preliminary Environmental Assessment (EA) for Grazing Permit Renewals on the Argenta Allotment. Due to the high ongoing public interest in this project, the MLFO will be holding a public meeting on March 28, 2019 in Battle Mountain Nevada to review the grazing management alternatives as analyzed in the Preliminary EA.

The meeting will be held in the Lander County Building from 1:00PM to 4:00PM. The address for the Lander County Building is 50 State Route 305, Battle Mountain, Nevada. If you have any questions related to this public meeting, please contact Samuel Ault, Rangeland Management Specialist at 775-635-4058.

Sincerely,

Jon D. Sherve
Field Manager
Mount Lewis Field Office

CC: Interested Public

Interested Public for Argenta Allotment		
Organization	First	Last
Churchill County Commissioners		
Eureka County DNR		
Lander Co Commissioners		
Nye County Commissioner		
U.S Fish & Wildlife Service - Reno		
	Glenn	Alexander
Synergy Resource Solutions, Inc	Jack	Alexander
American Farm Mortgage Company	Lynn	Ashby
Baumann Family Trust	Jim	Baumann
Esmeralda County Commissioners	Nancy	Boland
Lander County Planning	Kyla	Bright
Harry Brown Family Trust	Harry	Brown
Nevada State Clearinghouse	Skip	Canfield
	Steven	Carter
	Cathy	Ceci
NRAC	Ken	Conley
Nevada Department of Transportation	Steve	Cooke
NRAC	Leo	Damele
Center for Biological Diversity	Patrick	Donnelly
Town of Tonopah	James	Eason
NRAC	Paul	Etzler
Badger/Chiara Ranches	Dan/Eddyann	Filippini
JWF Ranching	John	Filippini
N-6 Grazing Board	Henry	Filippini Jr.
Wildlands Defense	Katie	Fite
Western Watersheds Project	Kelly	Fuller
Gandolfo Ranch	William	Gandolfo
Nevada Department of Wildlife	Clint	Garrett
Barrick Cortez Inc. Ranches	Doug	Groves
Great Basin Resource Watch	John	Hadder
NightWatch Marine	Pam	Harrington
Elko Land and Livestock Company	Hanes	Holman
W. Shoshone Descendants of Big Smokey	Felix	Ike
Nevada Department of Wildlife	Alan	Jenne
L&N Livestock	Lance	Knudsen
Nevada Department of Wildlife - Ely	Maira	Kolada
Western Watersheds Project	Scott	Lake
1755 Grass Valley Rd.	Luke	Lancaster
Wild Horse Education	Laura	Leigh
NDOW	Jeremy	Lutz
Filippini Ranching Co	Shawn	Mariluch
	Jon	Marvel
White Sage Grazing Association, LLC	Jerry and Tana	Masterpool
NDOW	Caleb	McAdoo
NRAC	Gary	McCuin

Organization	First	Last
Paris Ranch	Bert	Paris
Barrick Cortez Inc. Ranches	Al	Plank
NRAC	Mike	Protani
NRAC	Mike	Rebaleati
Western Watersheds Project	Paul	Ruprecht
	Mike	Sansinena
Intermountain Range Consultants	Bob	Schweigert
Sadler Ranch	Levi	Shoda
Smith's Lodge	Gerald	Smith
Rand Properties	Josh	Smith
Nevada Cattleman's Association	Kaley	Sproul
Julian Tomera Ranches	Dan	Tomera
Julian Tomera Ranches	Paul	Tomera
Julian Tomera Ranches	Pete	Tomera
NV Depart. Of Agriculture	David	Voth
Elko Land and Livestock Company	Jeff	White
Lander County Public Lands	Frank	Whitman
	Lorinda	Whitman
Lander County PLUAC	Philip	Williams
NRAC	Jim	Wise
BTAZ NV	John	Young

Biting Fly Report for 2018 - Battle Mountain

The year 2018 was a moderate one in terms of flooding along the river and production of mosquitos and blackflies there. Many gravel pits however had increased flooding due to a rise in ground water levels over the winter. Some gravel pits that had been dry for several years had water again, and in other gravel pits many new marshes appeared. All of these areas developed mosquito larval populations during the course of 2018. Two aerial larvicides over the floodplain of the Humboldt and Rock Creek, were carried out, the first for 1127 acres, and the second for 1900 acres. An aerial adulticide over the Humboldt Floodplain of 2503 acres was carried out after these. Initially various species of snow pool mosquito were the targets of larviciding in gravel pits, followed by floodwater mosquitos. In May *Culex tarsalis*, the vector of West Nile Virus became the dominant mosquito around Battle Mountain and remained so through almost the end of the season. Testing of these for West Nile Virus began at the end of June and continued through the end of the season. No mosquitos positive for West Nile Virus were found in or around Battle Mountain in 2018. The following report details the efforts that were made to control mosquitos and blackflies in the Battle Mountain area during 2018.

Blackflies

Blackflies develop in running water and are pests both for their bites and annoying swarming behavior. Attacking them at the larval stage is the only way to control these insects. Their main source around Battle Mountain is the Humboldt River. If there is an extended period of natural flooding, blackflies will colonize areas of running water outside the river on the floodplain. Larval populations are monitored weekly, and when they get large or near maturity the river is treated with Vectobac 12 AS to bring them under control.

The first check for Blackflies in the Humboldt River took place on March 9. At this time larval populations were low. This remained the situation in the river until late in the month when *Simulium canonicolum* appeared. The river was treated with Vectobac 12AS on April 1 to control this species.

This treatment brought about a reduction in the blackfly population in the river. By April 6 a new hatch of larvae, *Simulium venator*, was occurring, and the river was treated again on April 22. By the first week in May the Blackfly larval population in the river was exploding. This situation necessitated treatment of the river on May 6, 13, 20 and 27. This series of treatments kept the larval population in the river down until the middle of June, when it began to rise again. The river was treated for blackfly larvae on June 17. Another treatment was required and carried out on July 1.

The river had been dropping since the middle of June, and in July dropped to very low levels. The blackfly larval population also dropped with this diminution of habitat. No further treatments of the river were required during 2018.

Mosquitos

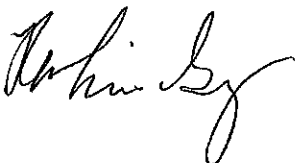
Mosquitos breed in standing water. There are a wide variety of sources around Battle Mountain, both on the floodplain of the Humboldt, in marshes in gravel pits, and various areas around town itself. A succession of mosquito species begins to appear in early March in gravel pits, which is when larviciding begins. These many small sources are controlled by ground larviciding. When flooding through natural or artificial means occurs along the Humboldt floodwater mosquitos in great numbers hatch out. In this situation there may be thousands of acres producing mosquitos, and larviciding by airplane has to be carried out. Any adults that survive larval treatments must also be controlled by aerial sprays. When the floodwater mosquitos have passed they are succeeded by *Culex tarsalis*, which becomes the dominant mosquito around Battle Mountain. This mosquito carries West Nile Virus, and all the adults of this species that are captured in traps are tested for this virus. No infected mosquitos were found in Battle Mountain in 2018.

The first check for mosquitos in Battle Mountain during 2018 was carried out on March 9. Most of the sites checked were in gravel pits, where greatly expanded flooding over the previous year had taken place. Snow pool mosquitos were hatching out in numerous marshes in these pits. Larval hatches continued to expand and on March 18 the first larviciding of infested areas began. Weekly larviciding of such mosquito breeding areas continued as needed until the end of the season. Where possible, mosquito fish were also used to control these insects.

Flooding in sloughs along the river began to take place in the latter part of March. Mosquito larval populations did not begin to develop in these areas until the last week of April. Dry ice trapping for adult mosquitos began at this time. During the first week of May *Culex tarsalis* appeared, and quickly became the dominant species in gravel pits. In sloughs along the river, *Anopheles freeborni* was dominant. Flood irrigation began along the Humboldt and Rock Creek in mid May, and on May 20 an 1127 acre aerial Vectobac 12AS treatment of flooded areas was carried out. Flooding continued to expand and new populations of mosquito larvae appeared, and another aerial larvicide, this one of 1900 acres, was carried out on June 3. These treatments did not get all the larvae and adults began to emerge as June progressed. On June 22 an aerial adulticide of 2503 acres was carried out over the floodplain. Almost none of the mosquitos emerging from floodwaters along the Humboldt ever reached town because of these three treatments.

After the middle of June floodwaters along the Humboldt rapidly receded. *Culex* populations in gravel pit marches increased to high levels. Testing for West Nile Virus on trapped *Culex tarsalis* adults began at the end of June and continued on a weekly basis through the end of the season. No infected mosquitos were found during that time. During the summer *Culex tarsalis* maintained very high populations in gravel pits and was the dominant mosquitos. *Anopheles freeborni* began to make an appearance in these sources in August. During September *Culex* populations declined, and *Culiseta* became the dominant mosquito. Mosquito activity in general declined in September and the last check for and treatment for mosquitos took place on September 23.

Robin Gray March 8, 2019



Weekly Blackfly and Mosquito Abatement Report Form, Battle Mountain

Date: *March 9, 2019*

Current Situation:

a. Blackflies: *very low larval populations*

b. Mosquitos: *Mosquito larvae just beginning to hatch out in gravel pits examined.*

c. Other:

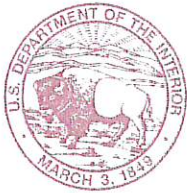
Action Taken:

a. Blackflies: *None*

b. Mosquitos: *None - will wait a week for larval populations to increase before beginning to larvicide.*

c. Other:

Nahin



United States Department of the Interior



BUREAU OF LAND MANAGEMENT

Battle Mountain District Office

50 Bastian Road

Battle Mountain, Nevada 89820

Phone: 775-635-4000

Fax: 775-635-4034

<https://www.blm.gov/nevada>

In Reply Refer To:

3809 (NVB0100)

DOI-BLM-NV-B010-2017-0031-EIS

MAR 06 2019

Dear Interested Public,

Battle Mountain, NV – The Bureau of Land Management, Mount Lewis Field Office, has published a Notice of Availability in the Federal Register for the Draft Supplemental Environmental Impact Statement (SEIS) for the Mount Hope Mine Project (Project) located approximately 23 miles northwest of the town of Eureka. This publication in the Federal Register starts a public comment period for the SEIS that will end on April 22, 2019.

The Draft SEIS for the proposed molybdenum mine and related development is a response to the U.S. Court of Appeals for the Ninth Circuit's remand decision for further action on issues identified in its December 28, 2016, decision. The Draft SEIS includes the following: 1) an explanation of the usage of baseline values of zero for several air pollutants; 2) a quantitative cumulative air quality impacts analysis; and 3) a clarification of the status of certain springs and water holes under Executive Order Public Water Reserve No. 107.

The BLM signed a Record of Decision, approved a mine plan of operations and issued right-of-way grants on November 16, 2012. The Project consists of a proposed molybdenum mine including a power transmission line, a water well field, and all associated facilities to be located on public land administered by the BLM Mount Lewis Field Office and on private land controlled by Eureka Moly, LLC. The Project will utilize an open pit mining method and will process the mined ore using a flotation and roasting process. When completed, a total of 8,618 acres of disturbance would occur within the 23,065-acre project area. Molybdenum is used in steel alloys, including high-strength alloys and super alloys.

The Draft SEIS and other relevant documents have been made available at <https://go.usa.gov/xUhRK>. Public comments will be accepted through April 22, 2019, and may be submitted in one of the following ways:

- **Email:** blm_nv_bmdo_eurekamoly_seis@blm.gov
- **Mail:** Kevin Hurrell
Attn: Mt Hope Draft SEIS – Project Manager
50 Bastian Road
Battle Mountain, Nevada 89820
- **Fax:** 775-635-4034

Sincerely,

Jon Sherve
Field Manager



Department of Transportation
Board of Directors
Notice of Public Meeting
1263 South Stewart Street
Third Floor Conference Room
Carson City, Nevada
March 11, 2019 – 9:30 a.m.

AGENDA

1. Welcome / Roll Call
2. Presentation of Retirement Plaques to 25+ Year Employees – *Informational item only.*
3. Receive Director's Report – *Informational item only.*
4. Public Comment – limited to no more than three (3) minutes. The public may comment on Agenda items prior to action by submitting a request to speak to the Chairman before the Meeting begins. – *Informational item only.*
5. Approval of the January 31, 2019 Nevada Department of Transportation Board of Directors Meeting Minutes – *For possible action.*
6. Approval of the February 11, 2019 Nevada Department of Transportation Board of Directors Meeting Minutes – *For possible action.*
7. Approval of Contracts over \$5,000,000 (See Attachment A) – *For possible action.*
8. Approval of Agreements over \$300,000 (See Attachment B) – *For possible action.*
9. Contracts, Agreements, and Settlements – Pursuant to NRS 408.131 the Board may delegate authority to the Director which the Director may exercise pursuant to NRS 408.205. These items and matters have been delegated to the Director by the Board by resolutions in April 1990 and July 2011. *Informational item only.*
10. Resolution of Abandonment – *For possible action*

Disposal of a portion of NDOT right-of-way, a parcel of land along SR-756 (Centerville Ln.) in the Gardnerville Ranchos, County of Douglas, State of Nevada (SUR 18-03)
11. Condemnation Resolution No. 470 – *For possible action.*

Resolution of the Board of Directors of the Department of Transportation authorizing by condemnation of property for the reconstruction of the I-15/CC-215 Northern Beltway Interchange, Phase 4 of the I-15 North Corridor Project, in the City of North Las Vegas, Nevada.
12. Public Comment – limited to no more than three (3) minutes. *Informational item only.*
13. Adjournment – *For possible action.*

Notes:

- Items on the agenda may be taken out of order.
- 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.
- Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend the meeting. Requests for auxiliary aids or services to assist individuals with disabilities or

limited English proficiency should be made with as much advance notice as possible to the Department of Transportation at (775) 888-7440.

- This meeting is also expected to be available via video-conferencing, but is at least available via teleconferencing, at the Nevada Department of Transportation District One Office located at 123 East Washington, Las Vegas, Nevada in the Conference Room and at the District III Office located at 1951 Idaho Street, Elko, Nevada.
- Copies of non-confidential supporting materials provided to the Board are available upon request.
- Request for such supporting materials should be made to the Department of Transportation at (775) 888-7440. Such supporting material is available at 1263 South Stewart Street, Carson City, Nevada 89712 and if available on-line, at www.nevadadot.com.

This agenda was posted at www.nevadadot.com and at the following locations:

Nevada Dept. of Transportation
1263 South Stewart Street
Carson City, Nevada

Nevada Dept. of Transportation
123 East Washington
Las Vegas, Nevada

Nevada Dept. of Transportation
310 Galletti Way
Sparks, Nevada

Nevada Dept. of Transportation
1951 Idaho Street
Elko, Nevada

Governor's Office
Capitol Building
Carson City, Nevada

**STATE OF NEVADA DEPARTMENT OF TRANSPORTATION
CONTRACTS FOR APPROVAL**

January 16, 2019, through February 12, 2019

1. January 17, 2019 at 1:30 PM the following bids were opened for Contract 3760, Project No. SPF-050-5(016), on US 50, from the intersection of Ruth/Kimberly Road East to the west end of Ely and on US 6 from 0.418 miles west of the intersection of US 93 to the intersection with US 93, in White Pine County, for cold mill, plant-mix bituminous surface, and open grade.

Road and Highway Builders, LLC.....	\$8,646,646.00
W.W. Clyde & Co.	\$8,929,730.81
Q & D Construction LLC	\$9,897,000.00

Engineer's Estimate..... \$7,829,398.59

The Director recommends award to Road and Highway Builders, LLC in the amount of \$8,646,646.00.

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STATE OF NEVADA DEPARTMENT OF TRANSPORTATION
CONTRACTS AWARDED - INFORMATIONAL
January 16, 2019 through February 12, 2019

1. December 20, 2018 at 1:30 PM the following bids were opened for Contract **3757**, Project No. SPF-093-5(025), on US 93, Jackpot, from Gurley Street to Poker Street, in Elko County, for ADA remediation, to construct new sidewalks and ADA ramps.

Granite Construction Company.....	\$930,930.00
Canyon Construction Company.....	\$986,632.96
Road and Highway Builders LLC.....	\$1,353,353.00
MKD Construction, Inc.....	\$1,499,999.00

Engineer's Estimate.....\$634,790.48

The Director awarded the contract on January 18, 2019, to Granite Construction Company in the amount of \$930,930.00.

2. January 17, 2019 at 2:00 PM the following bids were opened for Contract **3758**, Project No. STBG-0226(001), on SR 226, Jack Creek, in Elko County, to replace Structure B-639 and plant-mix bituminous surface.

MKD Construction, Inc.....	\$1,849,999.00
Remington Construction Company LLC.....	\$2,062,626.00
Road and Highway Builders LLC.....	\$2,141,141.00
Granite Construction Company.....	\$2,150,150.00

Engineer's Estimate.....\$1,404,949.99

The Director awarded the contract on February 7, 2019, to MKD Construction, Inc. in the amount of \$1,849,999.00.



NEVADA DIVISION OF
**ENVIRONMENTAL
PROTECTION**

STATE OF NEVADA
Department of Conservation & Natural Resources

Steve Sisolak, *Governor*
Bradley Crowell, *Director*
Greg Lovato, *Administrator*

8 March 2019

NOTICE OF DECISION

**WATER POLLUTION CONTROL PERMIT
NUMBER NEV2013102**

**Klondex Gold & Silver Mining Company
Fire Creek Infiltration Project**

The Administrator of the Nevada Division of Environmental Protection (the Division) has decided to issue renewed Water Pollution Control Permit NEV2013102 to Klondex Gold & Silver Mining Company. This Permit authorizes the construction, operation, and closure of approved mining facilities in Lander County, Nevada. The Division has been provided with sufficient information, in accordance with Nevada Administrative Code (NAC) 445A.350 through 445A.447, to assure that the waters of the State will not be degraded by this operation, and that public safety and health will be protected.

The Permit will become effective 23 March 2019. The final determination of the Administrator may be appealed to the State Environmental Commission pursuant to Nevada Revised Statute (NRS) 445A.605 and NAC 445A.407. All requests for appeals must be filed by 5:00 PM, 18 March 2019, on Form 3, with the State Environmental Commission, 901 South Stewart Street, Suite 4001, Carson City, Nevada 89701-5249. For more information, contact Michelle Griffin at (775) 687-9405 or visit the Division public notice website at <https://ndep.nv.gov/posts/category/land>.

No comments were received during the public comment period.

STATE OF NEVADA

Department of Conservation and Natural Resources

Division of Environmental Protection

Bureau of Mining Regulation and Reclamation

Water Pollution Control Permit

Permittee: **Klondex Gold & Silver Mining Company
Fire Creek Infiltration Project
6110 Plumas Street, Suite A
Reno, NV 89519**

Permit Number: **NEV2013102**
Review Type/Year/Revision: **Renewal 2019, Revision 00**

Pursuant to Nevada Revised Statutes (NRS) 445A.300 through 445A.730, inclusive, and regulations promulgated thereunder by the State Environmental Commission and implemented by the Division of Environmental Protection (the Division), this Permit authorizes the Permittee to construct, operate, and close the **Fire Creek Infiltration Project**, in accordance with the limitations, requirements, and other conditions set forth in this Permit. The Permittee is authorized to discharge and infiltrate, via rapid infiltration basins, up to a maximum of **2,160,000 gallons per day**, and up to a maximum of **43,200,000 gallons in any 30-day period**, of mine dewatering water and waste-rock drainage that is treated in accordance with this Permit.

The facility is located in east-central Lander County and westernmost Eureka County, in Sections 9, 10, 14, 15, 22, 23, and 24, Township 30 North (T30N), Range 47 East (R47E), and Sections 19 and 20, T30N, R48E, Mount Diablo Baseline and Meridian (MDBM), approximately 4 miles northwest of the town of Crescent Valley, Nevada.

The Permittee must comply with all terms and conditions of this Permit and all applicable statutes and regulations.

This Permit is based on the assumption that the information submitted in the application of 16 April 2013, as modified by subsequent approved amendments, is accurate and that the facility has been constructed and is being operated as specified in the application. The Permittee must inform the Division of any deviation from, or changes in, the information in the application, which may affect the ability of the Permittee to comply with applicable regulations or Permit conditions.

This Permit is effective as of **23 March 2019**, and shall remain in effect until **24 February 2024**, unless modified, suspended, or revoked.

Signed this 7th day of **March 2019**.



Joseph Sawyer, P.E.

Chief, Bureau of Mining Regulation and Reclamation

I. Specific Facility Conditions and Limitations

A. In accordance with operating plans and facility design plans reviewed and approved by the Division the Permittee shall:

1. Construct, operate, and close the facility in accordance with those plans;
2. Except for the approved infiltration beneath the rapid infiltration basins (RIBs), contain within the fluid management system all dewatering water, including all meteoric waters that enter the system as a result of the 25-year, 24-hour storm event; and
3. Not release or discharge any contaminants from the fluid management system that would result in degradation of waters of the State.

B. Schedule of Compliance:

1. By 1 January 2020, the Permittee shall submit an updated hydrologic and chemical model of the infiltration mound that incorporates updated model assumptions and predicted discharge rates, and is calibrated to fit all available monitoring data from monitoring wells and piezometers in the vicinity of the mound.

The schedule of compliance items above are not considered complete until approved in writing by the Division.

C. The water management system covered by this Permit consists of the following components:

1. High-density polyethylene (HDPE) discharge pipeline from the Water Treatment Plant Permeate Tanks and a clean underground dewatering source at 5,340 feet above mean sea level to the RIBs;
2. Two earthen RIBs (North RIB and South RIB); and
3. Pipes, valves, air vents, flow meters, staff gauges, piezometers, monitoring wells, and any other equipment used in conveyance, control, or detection of dewatering water.

D. Monitoring Requirements:

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
1. <u>Discharge Water</u> At point of discharge to RIBs	Profile I ⁽¹⁾	Monthly when active
2. <u>RIB Discharge Rate and Water Depth</u> North RIB South RIB	Volume discharged (gallons) and water depth (feet) at staff gauge	Weekly

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
3. <u>Groundwater Monitoring Wells</u> RIB Upgradient Well: GW-3 RIB Downgradient Wells: GW-4, GW-5, GW-6	Static water and collar elevations (feet AMSL); Profile I ⁽¹⁾	Monthly; Quarterly
4. <u>Infiltration Mound Piezometers</u> North RIB Piezometers: PZ-1, PZ-2 South RIB Piezometers: PZ-3, PZ-4	Water and collar elevations (feet AMSL)	Monthly
5. <u>Springs, Seeps, and Creeks</u> Surface Water Present in Area Referenced in Part I.B.2.	UTM Easting ⁽²⁾ , UTM Northing ⁽²⁾ (meters), and Profile I	Quarterly

The Permittee may request a reduction of the monitoring frequency after four quarters of complete monitoring based on justification other than cost. Such reductions may be considered modifications to the Permit and require payment of modification fees.

Abbreviations and Definitions:

RIB = rapid infiltration basin; AMSL = above mean sea level; SU = standard units; mg/L = milligrams per liter; CaCO₃ = calcium carbonate; N = nitrogen; NDEP = Nevada Division of Environmental Protection (the Division); UTM = Universal Transverse Mercator projection; pH = the negative of the base 10 logarithm of the activity of the hydrogen ion;

Footnotes:

(1) Profile I:

Alkalinity (as CaCO ₃)	Cadmium	Magnesium	Silver
Bicarbonate	Calcium	Manganese	Sodium
Total	Chloride	Mercury	Sulfate
Aluminum	Chromium	Nitrate + Nitrite (as N)	Thallium
Antimony	Copper	Nitrogen, Total (as N)	Total Dissolved Solids
Arsenic	Fluoride	pH (± 0.1 SU) ⁽¹⁾	Zinc
Barium	Iron	Potassium	-
Beryllium	Lead	Selenium	-

(2) Report easting and northing coordinates in meters, Universal Transverse Mercator (UTM) projection, NAD 83 datum, with accuracy of 10 meters or less.

- (3) All sample analyses resulting in a pH value less than or equal to 5.0 SU shall also be analyzed for acidity (mg/L, as CaCO₃ equivalent).
- E. Quarterly and annual monitoring reports and release reporting shall be in accordance with Part II.B.
- F. All sampling and analytical accuracy shall be in accordance with Part II.E.
- G. Permit Limitations

1. Failure to meet a Schedule of Compliance date or requirement.
2. The floor of each RIB shall be excavated to, and be maintained at, a minimum of 30 feet below the elevation of the lowest point on the native ground surface surrounding the RIB.
3. The facility shall not degrade waters of the State to the extent that applicable water quality standards, and background concentrations, are exceeded.
4. Water discharged to the RIBs shall not exceed the following maximum concentrations for dissolved parameters, and shall be free from floating debris, oil, grease, scum, and other pollutants that have a potential to degrade waters of the State or to adversely affect the performance of the RIBs.

Aluminum	0.20 mg/L	Magnesium	150 mg/L
Antimony	0.006 mg/L	Manganese	0.10 mg/L
Arsenic	0.01 mg/L	Mercury	0.002 mg/L
Barium	2.0 mg/L	Nitrate + Nitrite (as N)	10 mg/L
Beryllium	0.004 mg/L	Nitrogen, Total (as N)	10 mg/L
Cadmium	0.005 mg/L	pH (\pm 0.1 SU)	6.5-8.5 SU
Chloride	400 mg/L	Selenium	0.05 mg/L
Chromium	0.1 mg/L	Silver	0.1 mg/L
Copper	1.0 mg/L	Sulfate	500 mg/L
Fluoride	4.0 mg/L	TDS	1000 mg/L
Iron	0.6 mg/L	Thallium	0.002 mg/L
Lead	0.015 mg/L	Zinc	5.0 mg/L

5. The total discharge rate to the RIBs shall not exceed 2,160,000 gallons per day, or 43,200,000 gallons in any 30-day period.
6. The water depth in each RIB shall be managed such that it does not exceed 3 feet above the RIB floor.
7. The infiltration mound of subsurface saturation shall not rise to less than 10 feet below the bottom of a RIB or to less than 40 feet below the ground surface, as determined by the piezometers in Part I.D.4. No surface discharges, surface

seeps, artificial springs, liquefaction, or sink holes shall be caused to form. Regular drying cycles, a decreased discharge rate to the RIBs, or other approved measures shall be utilized as necessary to prevent, or mitigate for, exceedance of this Permit limit.

Exceedances of these limitations may be Permit violations and shall be reported as specified in Part II.B.4.

- H. The Project shall maintain an automated device or a calibrated rain gauge, which shall be monitored daily, to record daily precipitation. A written and/or electronic record of all daily accumulations of precipitation shall be maintained on site.
- I. The Permittee shall inspect all control devices, systems, and facilities weekly, and during (when possible) and after major storm events. These inspections are performed to detect evidence of:
 - 1. Deterioration, malfunction, or improper operation of control or monitoring systems;
 - 2. Sudden changes in the data from any monitoring device (if applicable);
 - 3. Unauthorized discharges; and
 - 4. Severe erosion or other signs of deterioration in RIBs, dikes, diversions, or other fluid management components.
- J. Prior to initiating permanent closure activities at the water management facility, or at any water management process component or other source within the facility, the Permittee must have an approved final plan for permanent closure.
- K. The Permittee shall remit an annual review and services fee in accordance with NAC 445A.232 starting July 1 after the effective date of this Permit and every year thereafter until the Permit is terminated or the facility has received final closure certification from the Division.
- L. The Permittee shall not dispose of or treat Petroleum-Contaminated Soil (PCS) on the mine site without first obtaining from the Division approval of a PCS Management Plan.
- M. When performing dust suppression activities, the Permittee shall use best management practices (BMPs) and appropriate selection of water source and additives to prevent degradation of waters of the State. If a dust suppressant exceeds a water quality standard and the corresponding natural background water concentration in the area where dust suppression will occur, the Permittee shall demonstrate no potential to degrade waters of the State.
- N. Continuing Investigations
 - 1. The Permittee shall submit to the Division for review and approval an updated hydrologic and chemical model of the infiltration mound with each Permit renewal and with any new Permit application that could affect the predicted subsurface hydrology or water quality downgradient of the discharge outfall. The model must incorporate updated model assumptions and predicted

discharge rates, and must be calibrated to fit all available monitoring data from monitoring wells and piezometers in the vicinity of the mound. Approval may require modification of the Permit and payment of new Permit application fees.

II. General Facility Conditions and Limitations

A. General Requirements

1. The Permittee shall achieve compliance with the conditions, limitations, and requirements of the Permit upon commencement of each relevant activity. The Administrator may, upon the request of the Permittee and after public notice (if required), revise or modify a Schedule of Compliance in an issued Permit if he or she determines good and valid cause (such as an act of God, a labor strike, materials shortage or other event over which Permittee has little or no control) exists for such revision.
2. The Permittee shall at all times maintain in good working order and operate as efficiently as possible, all devices, facilities, and systems installed or used by the Permittee to achieve compliance with the terms and conditions of this Permit.
3. Whenever the Permittee becomes aware that he or she failed to submit any relevant facts in the Permit application, or submitted incorrect information in a Permit application or in any report to the Administrator, the Permittee shall promptly submit such facts or correct information. Any inaccuracies found in this information may be grounds for revocation or modification of this Permit and appropriate enforcement action.

B. Reporting Requirements

1. The Permittee shall submit quarterly reports, in both hard copy and a Division-approved electronic format, which are due to the Division on or before the 28th day of the month following the quarter and must contain the following:
 - a. Analytical results of the water collected from monitoring locations identified in Parts I.D.1, I.D.3, and I.D.5, reported on NDEP Form 0190 or equivalent;
 - b. Volume, depth, latitude, and longitude measurements collected from monitoring locations identified in Parts I.D.2 and I.D.5;
 - c. Water and collar elevations for monitoring wells and piezometers identified in Parts I.D.3 and I.D.4; and
 - d. A record of releases, and the remedial actions taken in accordance with the approved Emergency Response Plan on NDEP Form 0490 or equivalent.

Facilities which have not initiated mining, construction, or discharge must submit a quarterly report identifying the status of mining, construction, or discharge. Subsequent to any noncompliance or any facility expansion which provides increased capacity, the Division may require an accelerated monitoring frequency.

2. The Permittee shall submit an annual report, in both hard copy and a Division-approved electronic format, by February 28th of each year, for the preceding calendar year, which contains the following:
 - a. A synopsis of releases on NDEP Form 0390 or equivalent;
 - b. A brief summary of site operations, including the total number of gallons discharged to the RIBs each month of the year, construction and expansion activities, and major problems with the water management system;
 - c. A table of total monthly precipitation amounts recorded in accordance with Part I.H., for either the five-year history previous to the date of submittal or the history since initial Permit issuance, whichever is shorter;
 - d. An updated version of the facility monitoring and sampling procedures and protocols;
 - e. An updated evaluation of the closure plans using specific characterization data for each component of the water management system with respect to achieving stabilization; and
 - f. Graphs of discharge volume, RIB water depth, water elevation, and concentrations of arsenic, chloride, iron, magnesium, manganese, nitrate + nitrite (Total as N), nitrogen (total as N), pH, sulfate as SO₄, and total dissolved solids (TDS), versus time for all fluid monitoring points, as applicable. These graphs shall display either a five-year history previous to the date of submittal or the history since initial Permit issuance, whichever is shorter. Additional parameters may be required by the Division if deemed necessary.
3. Release Reporting Requirements: The following applies to facilities with an approved Emergency Response Plan. If a site does not have an approved Emergency Response Plan, then all releases must be reported as per NAC 445A.347 or NAC 445A.3473, as appropriate.
 - a. A release of any quantity of hazardous substance, as defined at NAC 445A.3454, to surface water, or that threatens a vulnerable resource, as defined at NAC 445A.3459, must be reported to the Division as soon as practicable after knowledge of the release, and after the Permittee notifies any emergency response agencies, if required, and initiates any action required to prevent or abate any imminent danger to the environment or the health or safety of persons. An oral report shall be made by telephone to (888) 331-6337 for in-State callers or (775) 687-9485 for out-of-State callers, and a written report shall be provided within 10 days in accordance with Part II.B.4.b.
 - b. A release of a hazardous substance in a quantity equal to or greater than that which is required to be reported to the National Response Center pursuant to 40 Code of Federal Regulations (CFR) Part 302 must be reported as required by NAC 445A.3473 and Part II.B.3.a.

- c. A release of a non-petroleum hazardous substance not subject to Parts II.B.3.a. or II.B.3.b., released to soil or other surfaces of land, and the total quantity is equal to or exceeds 500 gallons or 4,000 pounds, or that is discovered in or on groundwater in any quantity, shall be reported to the Division no later than 5:00 P.M. of the first working day after knowledge of the release. An oral report shall be made by telephone to (888) 331-6337 for in-State callers or (775) 687-9485 for out-of-State callers, and a written report shall be provided within 10 days in accordance with Part II.B.4.b. Smaller releases, with total quantity greater than 25 gallons or 200 pounds and less than 500 gallons or 4,000 pounds, released to soil or other surfaces of land, or discovered in at least 3 cubic yards of soil, shall be reported quarterly on NDEP Form 0390 or equivalent.
 - d. Petroleum Products and Coolants: If a release is subject to Parts II.B.3.a. or II.B.3.b., report as specified in Part II.B.3.a. Otherwise, if a release of any quantity is discovered on or in groundwater, or if the total quantity is equal to or greater than 100 gallons released to soil or other surfaces of land, report as specified in Part II.B.3.c. Smaller releases, with total quantity greater than 25 gallons but less than 100 gallons, released to soil or other surfaces of land, or if discovered in at least 3 cubic yards of soil, shall be reported quarterly on NDEP Form 0390 or equivalent.
4. The Permittee shall report to the Administrator any noncompliance with the Permit.
- a. Each such event shall be reported orally by telephone to (775) 687-9400, not later than 5:00 P.M. of the next regular work day from the time the Permittee has knowledge of the circumstances. This report shall include the following:
 - i. Name, address, and telephone number of the owner or operator;
 - ii. Name, address, and telephone number of the facility;
 - iii. Date, time, and type of incident, condition, or circumstance;
 - iv. If reportable hazardous substances were released, identify material and report total gallons and quantity of contaminant;
 - v. Human and animal mortality or injury;
 - vi. An assessment of actual or potential hazard to human health and the environment outside the facility; and
 - vii. If applicable, the estimated quantity of material that will be disposed and the disposal location.
 - b. A written summary shall be provided within 10 days of the time the Permittee makes the oral report. The written summary shall contain:
 - i. A description of the incident and its cause;
 - ii. The periods of the incident (including exact dates and times);

- iii. If reportable hazardous substances were released, the steps taken and planned to complete, as soon as reasonably practicable, an assessment of the extent and magnitude of the contamination pursuant to NAC 445A.2269;
 - iv. Whether the cause and its consequences have been corrected, and if not, the anticipated time each is expected to continue; and
 - v. The steps taken or planned to reduce, eliminate, and prevent recurrence of the event.
- c. The Permittee shall take all available and reasonable actions, including more frequent and enhanced monitoring to:
- i. Determine the effect and extent of each incident;
 - ii. Minimize any potential impact to the waters of the State arising from each incident;
 - iii. Minimize the effect of each incident upon domestic animals and all wildlife; and
 - iv. Minimize the endangerment of the public health and safety which arises from each incident.
- d. If required by the Division, the Permittee shall submit, as soon as reasonably practicable, a final written report summarizing any related actions, assessments, or evaluations not included in the report required in Part II.B.4.b., and including any other information necessary to determine and minimize the potential for degradation of waters of the State and the impact to human health and the environment. Submittal of the final report does not relieve the Permittee from any additional actions, assessments, or evaluations that may be required by the Division.

C. Administrative Requirements

- 1. A valid Permit must be maintained until permanent closure is complete. Therefore, unless permanent closure has been completed and termination of the Permit has been approved in writing by the Division, the Permittee shall apply for Permit renewal not later than 120 days before the Permit expires.
- 2. Except as required by NAC 445A.419 for a Permit transfer, the Permittee shall submit current Permit contact information described in paragraphs (a) through (c) of subsection 2 of NAC 445A.394 within 30 days after any change in previously submitted information.
- 3. All reports and other information requested by the Administrator shall be signed and certified as required by NAC 445A.231.
- 4. All reports required by this Permit, including, but not limited to, monitoring reports, corrective action reports, and as-built reports, as applicable, and all applications for Permit modifications, shall be submitted in both hard copy and a Division-approved electronic format.

5. When ordered consistent with Nevada Statutes, the Permittee shall furnish any relevant information in order to determine whether cause exists for modifying, revoking and reissuing, or permanently revoking this Permit, or to determine compliance with this Permit.
6. The Permittee shall maintain a copy of, and all modifications to, the current Permit at the permitted facilities at all times.
7. The Permittee is required to retain during operation, closure and post-closure monitoring, all records of monitoring activities and analytical results, including all original strip chart or data logger recordings for continuous monitoring instrumentation, and all calibration and maintenance records. This period of retention must be extended during the course of any unresolved litigation.
8. The provisions of this Permit are severable. If any provision of this Permit, or the application of any provision of this Permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Permit, shall not thereby be affected.
9. The Permittee is authorized to manage fluids and solid wastes in accordance with the conditions of this Permit. Issuance of this Permit does not convey property rights of any sort or any exclusive privilege; nor does it authorize any injury to persons or property, any invasion of other private rights, or any infringement of Federal, State or local law or regulations. Compliance with the terms of this Permit does not constitute a defense to any order issued or any action brought under the Water Pollution Control Statutes for releases or discharges from facilities or units not regulated by this Permit. NRS 445A.675 provides that any person who violates a Permit condition is subject to administrative or judicial action provided in NRS 445A.690 through 445A.705.

D. Division Authority

The Permittee shall allow authorized representatives of the Division, at reasonable times, and upon the presentation of credentials to:

1. Enter the premises of the Permittee where a regulated activity is conducted or where records are kept per the conditions of this Permit;
2. Have access to and copy any record that must be kept per the conditions of this Permit;
3. Inspect and photograph any facilities, equipment (including monitoring and control equipment), practices, or operations regulated by this Permit; and
4. Sample or monitor for any substance or parameter at any location for the purposes of assuring Permit and regulatory compliance.

E. Sampling and Analysis Requirements

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

2. For each measurement or sample taken pursuant to the conditions of this Permit, the Permittee shall record the following information:
 - a. The exact place, date, and time of the inspection, observation, measurement, or sampling; and
 - b. The person(s) who inspected, observed, measured, or sampled.
3. Samples must be taken, preserved, and labeled according to Division approved methods.
4. Standard environmental monitoring chain of custody procedures must be followed.
5. Samples shall be analyzed by a laboratory certified or approved by the State of Nevada, as applicable for the method(s) being performed. The Permittee must identify in all required reports the certified and approved laboratories used to perform the analyses, analytical methods performed (electronic version of report only), laboratory reference numbers, sample dates, and laboratory test dates.
6. The accuracy of analytical results, unless otherwise specified, shall be expressed in mg/L and be reliable to at least two significant digits. The analytical methods used must have a practical quantitation limit (PQL) equal to or less than one-half the reference value for Profile I parameters. Laboratories shall report the lowest reasonable PQL based on in-house method detection limit studies. Samples for Profile I parameters shall be filtered and analyzed for the dissolved fraction, unless otherwise required by the Division.

F. Permit Modification Requirements

1. Any material modification, as defined at NAC 445A.365, plan to construct a new water management process component, or proposed change to Permit requirements must be reported to the Division by submittal of an application for a Permit modification, or if such changes are in conformance with the existing Permit, by submittal of a written notice of the changes. The Permit modification application must comply with NAC 445A.391 through 445A.399, 445A.410, 445A.412, 445A.414, 445A.415, 445A.416, 445A.417, 445A.440, and 445A.442, as applicable. The construction or modification shall not commence, nor shall a change to the Permit be effective, until written Division approval is obtained.
2. Prior to the commencement of mining activities at any site within the State which is owned or operated by the Permittee but not identified and characterized in a previously submitted application or report, the Permittee shall submit to the Division a report which identifies the locations of the proposed mine areas and waste disposal sites, and characterizes the potential of mined materials and areas to release pollutants. Prior to development of these areas the Division shall determine if any of these new sources will be classified as process components and require engineered containment as well as Permit modification.

3. The Permittee shall notify the Division in writing at least 30 days before the introduction of dewatering water into a new water management process component or into an existing water management process component that has been materially modified, or of the intent to commence active operation of that water management process component. Before introducing dewatering water or commencing active operation, the Permittee shall obtain written authorization from the Division.
4. The Permittee must obtain a written determination from the Administrator of any planned water management process component construction or material modification, or any proposed change to Permit requirements, as to whether it is considered a Permit modification, and if so, what type.
5. The Permittee must give advance notice to the Administrator of any planned changes or activities which are not material modifications in the permitted facility that may result in noncompliance with Permit requirements.

Prepared by: Michelle Griffin

Date: 4 March 2019

Revision 00: 2019 Renewal

FACT SHEET

(Pursuant to Nevada Administrative Code (NAC) 445A.401)

Permittee Name: **Klondex Gold & Silver Mining Company**

Project Name: **Fire Creek Infiltration Project**

Permit Number: **NEV2013102**

Review Type/Year/Revision: **Renewal Permit 2019, Fact Sheet Revision 00**

A. Location and General Description

The facility is located in east-central Lander County and westernmost Eureka County, in Sections 9, 10, 14, 15, 22, 23, and 24, Township 30 North, Range 47 East, and Sections 19 and 20, Township 30 North, Range 48 East, Mount Diablo Baseline and Meridian, approximately 4 miles northwest of the town of Crescent Valley, Nevada. The Project is located on a combination of public land, administered by the U.S. Bureau of Land Management (BLM), Mount Lewis Field Office, in Battle Mountain and Tuscarora Field Office in Elko, and private land. To access the facility from Battle Mountain, travel east on U.S. Interstate Highway-80 approximately 30 miles to exit 261. Proceed south on Nevada State Route (SR)-306 approximately 15 miles, then west on Eureka and Lander County Road G-247 (10th Avenue), just north of the town of Crescent Valley, approximately 3.5 miles to the site. The rapid infiltration basins (RIBs) are located on the north side of the road, on public land in Lander County approximately 1.4 miles west and upgradient of the Eureka County line. The rest of the facility is also located in Lander County, except downgradient monitoring well GW-6 is located in Eureka County, approximately 2.4 miles east of the RIBs.

Dewatering water from underground mine workings, and draindown water from a Waste Rock Repository, are generated at the separate Fire Creek Project (Water Pollution Control (WPC) Permit NEV2007104), and are treated in an existing Water Treatment Plant (WTP) before being conveyed via pipeline to either the RIBs or the discharge point permitted by WPC NEV2018104. A separate source of cleaner dewatering water from underground at 5,340 feet above mean sea level is also conveyed to either location. The Permit requires that all water discharged to the RIBs meet all Nevada Division of Environmental Protection (Division) Profile I water quality reference values. The Permit also specifies limits on the discharge rate, the minimum depth of the RIBs, and the maximum water depth within the RIBs, and precludes the formation of new surface seeps or springs. Degradation of waters of the State is prohibited. Monitoring data obtained from the RIBs, groundwater monitoring wells, and piezometers are used to determine compliance with the Permit.

This Permit was first issued on 10 February 2014, effective 25 February 2014. After the Permittee installed required monitoring wells and piezometers, and completed

additional required hydrologic and wetland studies, the Division authorized the commissioning of the RIBs on 10 July 2015.

B. Synopsis

General Background: This Project is operated in conjunction with the Fire Creek Project (FCP) WPC Permit NEV2007104 and the Fire Creek Surface Discharge Project WPC NEV2018104. Within the FCP, dewatering water is pumped from underground mine workings to either of the Dewatering Ponds. Draindown water from the Waste Rock Repository is collected in the Stormwater Pond. The Stormwater Pond may also be used for storage of non-hazardous reject solutions generated in the WTP. Water from the Dewatering Ponds and Stormwater Pond is pumped to the WTP, which uses chemical precipitation, microfiltration, and reverse osmosis processes to remove suspended and floating pollutants (e.g., sediment, petroleum, drilling additives, etc.), and dissolved arsenic, antimony, iron, manganese, sulfate, nitrate, total nitrogen, and total dissolved solids (TDS), as warranted. The treated water is pumped from the WTP to a series of Permeate Tanks for storage. The treated water, which meets all Profile I reference values, then flows via a valved gravity discharge pipeline from the last WTP Permeate Tank to the RIBs.

Once the water enters the RIB discharge pipeline it has left the FCP and is within the (Infiltration) Project. The Project includes the discharge pipeline, the RIBs, piezometers, monitoring wells, and associated valves, air vents, flow meters, staff gauges, and other equipment. The underground workings, Dewatering Pond, Stormwater Pond, Waste Rock Repository, WTP, Permeate Tanks, and interconnecting pipes, pumps, and valves, represent components of the FCP facility, and are operated in accordance with WPC Permit NEV2007104.

Hydrogeologic Setting: The RIBs are located approximately 2 miles east of the FCP facility at an elevation of approximately 5,250 feet above mean sea level (AMSL). Existing monitoring well GW-3 serves the dual purpose of a downgradient monitoring well for the FCP, and an upgradient monitoring well for the RIBs. GW-3 is located approximately 2,500 feet southwest of the RIBs. During the installation of GW-3, 340 feet of Quaternary alluvium were intercepted above 270 feet of Miocene basaltic andesite bedrock. The basaltic andesite varies from solid to moderately fractured, as noted in the drill logs for GW-3 and other monitoring wells. The alluvium intercepted in GW-3 is composed of basaltic andesite and meta-sedimentary clasts set in a fine-grained soil matrix. Two caliche horizons were observed within the alluvium during the installation of GW-3, one near the ground surface and one at a depth of 140 feet below ground surface (bgs).

Five shallow geotechnical boreholes drilled near the RIB location intercepted only alluvium to a maximum depth of 100 feet bgs. Caliche was observed within the

alluvium from the surface to approximately 30 feet bgs, with the uppermost 20 feet being more solidly cemented.

West of the RIBs in the Shoshone Mountains, a sequence of Miocene volcanic rocks over 1,000 feet thick, consisting of basaltic andesite and dacite flows, tuffs, and other volcanoclastic rocks, overlies a thick assemblage of Silurian and Devonian siliceous sedimentary rocks that comprises the upper plate of the Roberts Mountains Thrust. Basalt dikes crosscut the Paleozoic rocks and some of the Miocene volcanic rocks. Faults are present in the Project area, and cut most, if not all, bedrock units.

Prior to Permit issuance, groundwater was not encountered at the maximum drilling depth of 100 feet bgs near the RIBs. However, static water is present in monitoring well GW-3 at an elevation of approximately 4,884 feet AMSL (479 feet bgs), which is within the basaltic andesite bedrock underneath the alluvial section. Groundwater in the Shoshone Mountains west of the RIBs occurs at much higher elevations, at approximately 5,600 to 5,800 feet AMSL. Production well PW-1 at the FCP exhibits artesian flow, which was measured at 120 gallons per minute (gpm). The groundwater gradient near the RIBs was initially thought to be toward the east-southeast, based on groundwater elevation data obtained from monitoring wells GW-3, GW-4, GW-5, and GW-6 and piezometers PZ-1, PZ-2, PZ-3, and PZ-4; however, through RIB operation, testing, and monitoring, this does not seem to be the case. A schedule of compliance item been incorporated in the renewed Permit requiring an updated hydrologic and chemical model of the infiltration mound which includes model assumptions and predicted discharge rates, and is calibrated to fit all available monitoring data from monitoring wells and piezometers in the vicinity of the mound by 1 January 2020. An updated hydrologic study which evaluates the impact of the Project on groundwater depth and quality, and surface water quantity and quality, both within and downgradient of the Project is also required with the renewal application for the Fire Creek Project WPCP NEV2007104.

Monitoring wells GW-4, GW-5, and GW-6, were installed in 2014 to monitor groundwater elevation and quality downgradient of the RIBs. Four piezometers were installed in December 2014 to January 2015 immediately downgradient of the RIBs to monitor water elevations, prior to, during, and after, operation of the RIBs. These monitoring points are described in greater detail in the Receiving Waters section below, but the initial pre-infiltration static water depths (and elevations) in the monitoring wells ranged from 495 feet bgs (4,742 feet AMSL) at GW-4 near the RIBs to 89 feet bgs (4,739 feet AMSL) at GW-6 (the furthest downgradient monitoring well in the Permit).

Fire Creek is located approximately 0.5 mile south of the RIBs. Fire Creek is fed by multiple springs located approximately 2.5 to 3.0 miles west of the RIBs (approximately 1 mile west and northwest of the FCP facility and the Dewatering

Pond). Fire Creek flows perennially past the FCP on its south side, but typically infiltrates into alluvium near the mouth of the canyon south of the RIBs. East of that point Fire Creek flows only ephemerally in response to storm events or snow melt. An investigation, required as a Schedule of Compliance item in the Permit, to determine if any additional surface water bodies are present downgradient of the RIBs prior to the commencement of infiltration, was completed in November 2014 with no additional surface water bodies being found.

Hydrologic Evaluation: Geotechnical and geochemical field investigations were performed in September 2012 and January 2013 to determine the optimal location for the RIBs, the expected infiltration rate, and the potential for mobilization and attenuation of chemical constituents associated with the proposed infiltration. The preliminary geotechnical investigation in September 2012 included 35 test pits, two small-scale percolation tests, and associated laboratory testing. Based on the findings, the location for the RIBs was selected for its coarser-textured soils with less mineral precipitation and cementation than other areas investigated. The final geotechnical investigation in January 2013 included five borings 30-100 feet deep, two test pits, associated laboratory testing, and one each small-scale and large-scale percolation test.

The geometric mean of the percolation test results yields an average hydraulic conductivity of 6.8×10^{-3} centimeters per second (cm/sec) or 1.9×10^1 feet per day for the alluvium. The hydraulic conductivity of the basaltic andesite was estimated from bedrock airlift tests performed at the FCP to be approximately 2×10^{-5} cm/sec or 7×10^{-2} feet per day.

To simulate and investigate the development of an infiltration mound of saturation underneath the RIBs and above the ambient water table, a numerical groundwater flow model was performed using the modeling code MODFLOW-SURFACT. The model was run for a simulated time period of 10 years using an average 1,500 gpm discharge rate to the RIBs. This represents a discharge rate greater than the 1,000 gpm maximum 30-day average discharge rate allowed in the Permit, and it is modeled at this higher rate over the entire expected mine life, which means the actual infiltration mound will likely be much smaller than the modeled size. Alternate modeling runs were performed to test the sensitivity of the model results to different input values for alluvial hydraulic conductivity and RIB discharge rate. The modeling results predict the rapid formation of an infiltration mound beneath the RIBs with near-maximum mound elevation attained within 6 days. The maximum predicted mound elevation is 63 feet below the bottom of the RIBs for the base case, and varies from 5 feet to 140 feet below the RIBs when the alluvial hydraulic conductivity and discharge rate are separately varied from 50% to 200% of the base case values. In the base case, at 10 years the alluvial portion of the mound was predicted to extend about 1.5 miles downgradient from the RIBs, with the lower, bedrock portion of the mound extending further downgradient.

Additional modeling was performed to estimate the rise in groundwater levels in areas downgradient of the RIBs, including an area of residential wells located approximately 2.5-4.0 miles east and southeast of the RIBs. Water levels in some of the residential wells were previously measured by the U.S. Geological Survey (USGS). The residential wells are developed in alluvium with static water levels generally 20-100 feet bgs. The same base case average discharge rate (1,500 gpm) and discharge duration (10 years) were used in this additional modeling. The modeling predicted a maximum rise in groundwater elevation of 4.2 feet in the nearest residential well, which is located approximately 13,000 feet east of the RIBs. This maximum rise at the residential wells was predicted to occur 14 years after the RIB discharge begins, which is 4 years after the RIB discharge is expected to cease. The actual water rise in residential wells is expected to be less than the modeled rise, because the permitted maximum 30-day average RIB discharge rate is 1,000 gpm rather than the modeled average rate of 1,500 gpm, and the Permittee expects to discharge at a much lower rate than the permitted maximum. No adverse impacts to groundwater quality are predicted from the RIBs, as described below.

The Permit requires that regular drying cycles, a decreased discharge rate to the RIBs, or other approved measures be utilized as necessary to prevent surface seepage or excessive mounding, which is defined as mounding that rises to less than 10 feet below the bottom of the RIBs or less than 40 feet below the native ground surface.

The initial modeling of the infiltration mound did not include caliche or other low permeability layers in the alluvium, because the presence of such layers below the bottom of the RIBs was uncertain prior to the installation of monitoring well GW-4 immediately downgradient of the RIBs in 2014. Weak caliche layers were intercepted in GW-4 at 110-135 feet bgs and 190-205 feet bgs, but these layers were not detected further downgradient in GW-5 and GW-6. The upper caliche layer is slightly shallower than the caliche layer intercepted in upgradient monitoring well GW-3 at approximately 140 feet bgs. In response to the discovery of the caliche layers in GW-4, and in accordance with a Schedule of Compliance item in the Permit, the Permittee submitted a revised hydrologic model in January 2015 for the purpose of evaluating the potential impact that the caliche layers will have on the development of the infiltration mound once the RIBs are commissioned, and what effect this may have, if any, on the predicted magnitude of groundwater rise in residential wells downgradient of the Project.

The 2015 revised hydrologic model incorporates the conservative assumption that a 25-foot thick low permeability layer extends continuously throughout the model area at a depth of 140 feet bgs and has a hydraulic conductivity of 3×10^{-6} cm/sec (0.01 feet /day), compared to a hydraulic conductivity of 7×10^{-5} cm/sec (0.2 feet/day) in adjacent layers above and below the caliche layer. The revised model assumes the same continuous discharge rate to the RIBs of 1,500 gpm for 10 years as in the original model. As stated above, this is much greater than the anticipated

actual discharge rate. The revised hydrologic model was also expanded to look a total of 5 miles downgradient of the RIBs (rather than 2.5 miles for the original hydrologic model) and incorporates slightly different model boundary assumptions. Because the revised hydrologic model includes these other changes from the original hydrologic model, in addition to the presence of the caliche layer, a new no-caliche layer model was run for comparison.

The results of the 2015 revised hydrologic model indicate that the presence of the caliche layer increases the predicted maximum rise in groundwater elevations in residential wells by up to 1.4 feet over the predicted groundwater elevation rise in the new no-caliche layer model. However, the other changes to the 2015 revised hydrologic model also increased the predicted maximum rise in groundwater elevations, such that the maximum predicted groundwater rise in residential wells downgradient of the RIBs as a result of the infiltration mound with the modeled caliche layer is 9.3 feet (7.9 feet in the no-caliche layer model) at year 16, compared to 4.2 feet at year 14 in the original hydrologic model. Most residential wells downgradient of the RIBs on the west side of highway SR-306 are predicted to see a maximum groundwater rise of 3-8 feet as a result of the Project, whereas residential wells on the east side of highway 306 may see 0-4 feet of groundwater rise. The actual maximum groundwater rise is expected to be less than these model results, because the actual discharge rate to the RIBs is expected to be much lower than the modeled rate.

Geochemical Evaluation: Modified meteoric water mobility procedure (MWMP) analyses were performed on alluvium samples collected at depths of 13-15 feet and 15-25 feet bgs in the RIB area, using dewatering water which met all Division Profile I reference values. Profile I analyses performed on the dewatering water after the MWMP extraction indicate that the alluvium at 13-15 feet bgs has a potential to contaminate the infiltrating dewatering water above Profile I reference values with respect to arsenic (0.10 milligrams per liter (mg/L)), chloride (560 mg/L), sulfate (1,800 mg/L), and TDS (3,800 mg/L). However, the alluvium at 15-25 feet bgs has less potential to contaminate the infiltrating dewatering water above Profile I reference values, and only with respect to arsenic (0.048 mg/L) and TDS (1,200 mg/L). Other testing indicates that the electrical conductivity of the alluvium decreases significantly with depth until about 30 feet bgs, after which it remains at a low value to at least 100 feet bgs.

MWMP testing performed in December 2014 on drill cuttings collected while installing monitoring well GW-4 (prior to any water being discharged to the RIBs) confirms that the deeper alluvium and bedrock below the RIB area have a lower potential than the shallow alluvium to contaminate infiltrating water. The MWMP results from GW-4 exceed Profile I reference values only for pH (up to 8.93 Standard Units (SU)), aluminum (up to 0.34 mg/L), antimony (up to 0.012 mg/L), and arsenic (up to 0.040 mg/L).

Column attenuation testing was performed to evaluate more precisely the potential for the infiltrated dewatering water to degrade groundwater. Tests that used shallow alluvium collected from 4 to 12 feet bgs in the RIB area indicates significant potential for degradation of groundwater with respect to arsenic, chloride, magnesium, sulfate, and TDS. However, a test that used deeper alluvium intercepted from 20 to 100 feet bgs in borehole B-5 shows that all Profile I parameters except for arsenic remained below Profile I reference values at all tested rinsing rates (up to six pore volumes of rinsate). Arsenic exhibited only a slight exceedance (0.011 mg/L) of the 0.010 mg/L Profile I reference value, and only during the first pore volume rinse. Subsequent rinsing progressively decreased the arsenic concentration in the test effluent below the reference value, indicating that any arsenic exceedances are likely to be transient, low in magnitude, and probably limited to the infiltration mound in the immediate vicinity of the RIBs.

Therefore, the testing indicates that groundwater will not be degraded by the RIBs, provided that the upper alluvium is removed during RIB construction and the discharge water is not allowed to rise up and come into contact with the upper alluvium surrounding the RIBs. The Permit requires that the RIBs be excavated to at least 30 feet below the surrounding native ground surface, and that the infiltration mound is not allowed to rise to less than 10 feet below the RIBs, as determined by piezometers installed below the RIBs, or to less than 40 feet below the native ground surface. The Permit also requires that the water in the RIBs shall not be allowed to exceed 3 feet in depth above the RIB floor to prevent inundation of the shallower alluvium in the RIB side walls.

Facility Design: An approximately 10,860-foot long, high-density polyethylene (HDPE) RIB discharge pipeline conveys dewatering water via gravity from the last WTP Permeate Tank to the RIBs. The first approximately 10 feet of the pipeline from the last Permeate Tank is 3-inch diameter, standard dimension ratio (SDR)-11, HDPE, and includes a gate valve to shut off the flow of treated water to the RIBs and a flowmeter to monitor the flow of treated water conveyed to the RIBs. The remaining approximately 10,850 feet of the HDPE RIB discharge pipeline is 8-inch in diameter. At 3,480 feet from the North RIB outfall, the pipeline transitions from thinner walled SDR-11 to thicker walled SDR-9 to accommodate the higher pressures likely in the downstream segment of the pipeline.

The pipeline is designed to handle flows up to 1,500 gpm. It operates under a gravity flow regime for flows up to 350 gpm and under a pressure flow regime for flows exceeding 350 gpm. The pipeline is designed to withstand the pressure when both RIB valves are closed, as well as the pressure surge during operation of the valves. The actual RIB discharge flow rate is expected to be much lower than the pipeline design limits. The average mine dewatering flow rate for the first 6 months of 2013 (pre-RIB construction) at the FCP facility was 26 gpm and approached 70 gpm in 2018. The average RIB discharge rate is expected to be no more than 500 gpm. However, the Project was designed to handle the higher flow rates to include

a factor of safety and to take into account a significant uncertainty regarding the quantity of dewatering water that will be encountered.

Because the RIB discharge pipeline maintains a constant downgradient slope, without sags or low points, air release or air relief valves are not required. The RIB discharge pipeline is constructed predominantly below the native ground surface, but is constructed above ground in some locations to maintain a constant downhill grade for gravity flow. Compacted native backfill is used locally (e.g., at a drainage crossing) to elevate the pipeline above existing grade to maintain the constant downhill grade. At one location, approximately 2,065 feet from the RIBs, a 31.5-foot section of the pipeline is elevated up to 3.5 feet above a natural drainage via a structural steel I-beam supported by concrete footings.

An approximately 3,000-foot middle segment of the pipeline is aligned directly underneath the county access road to avoid archaeologically sensitive areas; the pipe is buried a minimum of 3 feet under the road for structural stability. Because the discharge water must meet all Profile I reference values, and therefore has very little potential to degrade waters of the State, the buried pipeline segments are not double walled or leak detected. Buried pipeline segments are underlain by a minimum 6 inches of compacted, minus $\frac{3}{4}$ -inch, pipe-bedding material and overlain by a minimum 12 inches of the same compacted pipe-bedding material, which is overlain, in turn, by approximately 0-10 feet of compacted, 3-inch minus, well-graded, native backfill material up to the surrounding grade. All pipe-bedding material and native backfill are placed in maximum 12-inch loose lifts and compacted to 90 percent maximum dry density (Modified Proctor, ASTM D1557).

At the RIBs, a wye in the pipeline with valves on both branches allows separate delivery of dewatering water to each RIB; however, under normal circumstances only one RIB will be operated at a time. At the pipe outlet in the bottom of each RIB, an energy dissipater consisting of a tee with 90-degree elbows on each end is anchored to a thrust block and encased within a 10-foot square riprap apron to protect the floor of the RIB from scour. Each riprap apron features a 6-inch thick sub-grade base of riprap bedding material with a D_{50} of 3 inches, upon which the discharge pipe rests, and a 2-foot thickness of coarse riprap with a D_{50} of 18 inches surrounding and covering the pipe outlet tee. The Permit requires daily monitoring of the volume of water discharged to each RIB and the depth of water, if any, present in the bottom of each RIB.

The floor of each of the two earthen RIBs measures 170 feet long by 60 feet wide, and is excavated a minimum of 30 feet deep. The side slopes are constructed at a 2:1 horizontal to vertical (H:V) angle. The RIB bottoms are ripped to a depth of 3 feet below the finished grade to facilitate infiltration. An earthen ramp cut into the side slope of each RIB provides access to the RIB floor for maintenance and wildlife escape. The discharge pipeline also runs down the ramp (buried at least 3-feet deep) to the bottom of each RIB. A gated fence around the RIBs restricts access

to the site. A drainage ditch just west of the RIBs diverts upgradient stormwater to a natural drainage south of the RIBs to minimize stormwater capture in the RIBs.

C. Receiving Water Characteristics

At upgradient monitoring well GW-3, approximately 2,500 feet southwest of the RIBs, groundwater is present within basalt bedrock at a depth of approximately 479 feet bgs and an elevation of 4,884 feet AMSL. The groundwater at GW-3 meets all Division Profile I reference values except for naturally elevated manganese, which occurs in concentrations up to 0.5 mg/L.

Downgradient monitoring well GW-4 was installed in 2014 approximately 300 feet east of the center of the North RIB. The baseline static water level measured at GW-4 during 2014, prior to the beginning of discharge to the RIBs, was approximately 495 feet bgs (4,742 feet AMSL). This is below caliche layers that were intercepted in GW-4 at between 110 and 135 feet bgs and 190 and 205 feet bgs.

As at GW-3, the groundwater at GW-4 occurs within basalt bedrock and has good quality, meeting all Division Profile I reference values except for slightly elevated manganese (0.15 mg/L in June 2014). Concentrations for manganese met all Profile I reference values in 2018.

Downgradient monitoring well GW-5 was installed in 2014 approximately 1.4 miles east-southeast of the RIBs and 1 mile west of the nearest residential wells, near the site access road at the Lander/Eureka County line. Downgradient monitoring well GW-6 was also installed in 2014, south of the site access road, but in Eureka County, approximately 2.4 miles east of the RIBs and just west of the nearest residential wells. In both wells, groundwater was encountered within a broken basalt/quartz lithological unit that underlies an upper layer of alluvium. Baseline static water levels measured in GW-5 and GW-6 during 2014, prior to the beginning of discharge to the RIBs, were approximately 218 feet bgs (4,741 feet AMSL) and 89 feet bgs (4,739 feet AMSL), respectively. The initial groundwater analysis from GW-5 (July 2014) met all Division Profile I reference values except for an elevated pH (9.42 SU). The initial analysis from GW-6 (July 2014) also met all Division Profile I reference values except for manganese (0.12 mg/L); however, analysis of both wells in 2018 met all Profile I reference values.

Grouted vibrating wire piezometers PZ-1, PZ-2, PZ-3, and PZ-4 were installed in December 2014 and January 2015 immediately downgradient (east) of the RIBs. The piezometers were installed in shallow/deep pairs, with PZ-1 (sensor depth 98 feet bgs) and PZ-2 (sensor depth 141 feet bgs) located approximately 200 to 250 feet east of the North RIB, and PZ-3 (sensor depth 98 feet bgs) and PZ-4 (sensor depth 147 feet bgs) located approximately 200 to 250 feet east of the South RIB. The shallow piezometers monitor water levels above the upper caliche layer that was intercepted in GW-4 at 110-135 feet bgs, and the deeper piezometers monitor

water levels just below the upper caliche layer. Initial readings (pre-infiltration at the RIBs) indicated water levels above the upper caliche layer in PZ-1 and PZ-3 at 89-93 feet bgs (5,144-5,150 feet AMSL). Below the upper caliche layer, PZ-2 was initially dry, and PZ-4 indicated water at 145 feet bgs (5,094 feet AMSL).

The Permit requires regular monitoring of water quality and static water elevation in the monitoring wells and piezometers. The piezometers will be used to monitor the elevation of the top of the infiltration mound beneath the RIBs to check model predictions and to verify compliance with Permit limitations. GW-4, GW-5, and GW-6 will monitor the static water elevation and the water quality in the groundwater under the infiltration mound to ensure that it is not degraded by the infiltration mound, and to check model predictions regarding the magnitude of water rise. The Permittee has also stated the intention to negotiate with downgradient residents for permission to periodically monitor water quality and static water elevation in selected residential wells, but this is not required by the Permit.

The Permit and associated regulations prohibit the degradation of groundwater or surface water. A potential for groundwater degradation posed by salts contained in the shallow alluvium is eliminated by Permit limits requiring that the RIBs are excavated at least 30 feet below the surrounding ground surface and that the water depth in the RIBs must not exceed 3 feet above the RIB floor. Attenuation test results performed by the Permittee indicate that these requirements will prevent the RIBs from degrading groundwater. Finally, although groundwater degradation is not expected, the Permittee has updated the Emergency Response Plan, which is part of the WPC operating plans incorporated into the Permit, to include a plan to address groundwater degradation, if it occurs, in such a way as to protect and minimize any adverse impacts to waters of the State.

Based on the information provided in the Permit application, as amended by subsequent submittals, and subject to the limitations in the Permit, the Project will not adversely impact the water quality in the downgradient residential wells, located approximately 2.5-4.0 miles downgradient (east) of the RIBs, but may raise the static water level at the nearest residential well a maximum of 9.3 feet, occurring 16 years after infiltration begins. Actual infiltration rates are expected to be much lower than those modeled, so the rise in groundwater at the residential wells is expected to be less than the modeled maximum. Monitoring data from monitoring wells, piezometers, flow meters, and depth gauges will be used to determine if operational changes need to be made at the RIBs or if additional modeling is needed.

The nearest known surface water is Fire Creek, approximately 0.5 mile south of the RIBs. Fire Creek is located cross gradient from the RIBs and is not expected to be affected by the Project. A required investigation for other surface water bodies (e.g., springs, seeps) was completed in a large area generally downgradient (east and

southeast) of the RIBs to establish baseline conditions prior to the commencement of infiltration. The investigation found no additional surface water bodies.

D. Procedures for Public Comment

The Notice of the Division's intent to issue a Permit authorizing the facility to construct, operate and close, subject to the conditions within the Permit, is being sent to the **Battle Mountain Bugle** newspaper for publication. The Notice is being mailed to interested persons on the Bureau of Mining Regulation and Reclamation mailing list. Anyone wishing to comment on the proposed Permit can do so in writing within a period of 30 days following the date of public notice. The comment period can be extended at the discretion of the Administrator. All written comments received during the comment period will be retained and considered in the final determination.

A public hearing on the proposed determination can be requested by the applicant, any affected State, any affected intrastate agency, or any interested agency, person or group of persons. The request must be filed within the comment period and must indicate the interest of the person filing the request and the reasons why a hearing is warranted.

Any public hearing determined by the Administrator to be held must be conducted in the geographical area of the proposed discharge or any other area the Administrator determines to be appropriate. All public hearings must be conducted in accordance with NAC 445A.403 through NAC 445A.406.

E. Proposed Determination

The Division has made the tentative determination to issue the renewed Permit.

F. Proposed Limitations, Schedule of Compliance, Monitoring, Special Conditions

See Section I of the Permit.

G. Rationale for Permit Requirements

The discharge must not degrade waters of the State. The Permittee shall treat the dewatering water prior to discharge, as necessary, to meet Division Profile I reference values. The application demonstrates that groundwater will not be degraded when the RIBs are excavated a minimum of 30 feet below the surrounding ground surface, the water depth in the RIBs is maintained at less than 3 feet above the RIB floor, and the discharge is not allowed to exceed the flow rate limits in the Permit. Upgradient and downgradient monitoring wells are used to detect any changes in receiving groundwater quality and monitoring wells and piezometers

are used to verify the predicted development of the subsurface infiltration mound. The facility is required to withstand flows from the 100-year, 24-hour storm event, and contain the 25-year, 24-hour storm event. Specific monitoring requirements and Permit limits may be found in the Permit.

H. Federal Migratory Bird Treaty Act

Under the Federal Migratory Bird Treaty Act, 16 U.S. Code 701-718, it is unlawful to kill migratory birds without license or permit, and no permits are issued to take migratory birds using toxic ponds. The Federal list of migratory birds (50 Code of Federal Regulations 10, 15 April 1985) includes nearly every bird species found in the State of Nevada. The U.S. Fish and Wildlife Service (the Service) is authorized to enforce the prevention of migratory bird mortalities at ponds and tailings impoundments. Compliance with State permits may not be adequate to ensure protection of migratory birds for compliance with provisions of Federal statutes to protect wildlife.

Open waters attract migratory waterfowl and other avian species. High mortality rates of birds have resulted from contact with toxic ponds at operations utilizing toxic substances. The Service is aware of two approaches that are available to prevent migratory bird mortality: 1) physical isolation of toxic water bodies through barriers (e.g., by covering with netting), and 2) chemical detoxification. These approaches may be facilitated by minimizing the extent of the toxic water. Methods which attempt to make uncovered ponds unattractive to wildlife are not always effective. Contact the U.S. Fish and Wildlife Service at 1340 Financial Boulevard, Suite 234, Reno, Nevada 89502-7147, (775) 861-6300, for additional information.

Prepared by: Michelle Griffin

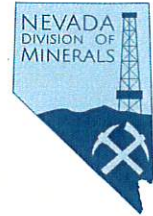
Date: 4 March 2019

Revision 00: 2019 Renewal



Steve Sisolak
Governor

STATE OF NEVADA
COMMISSION ON MINERAL RESOURCES
DIVISION OF MINERALS
400 W. King Street, Suite 106
Carson City, Nevada 89703
(775) 684-7040 • Fax (775) 684-7052
<http://minerals.nv.gov/>



RICHARD PERRY
Administrator

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

January 31, 2019

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

Dear County Commissioners:

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

Pursuant to NRS 513.094 Section 2:

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

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

Please find attached a summary of all the hazardous abandoned mine openings by county in Nevada. Since the program began in 1987, a total of 18,015 hazards have been secured by fence, foam plug, gated, or backfilled. 2018 marked the 5th consecutive year without a reported AML incident.

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

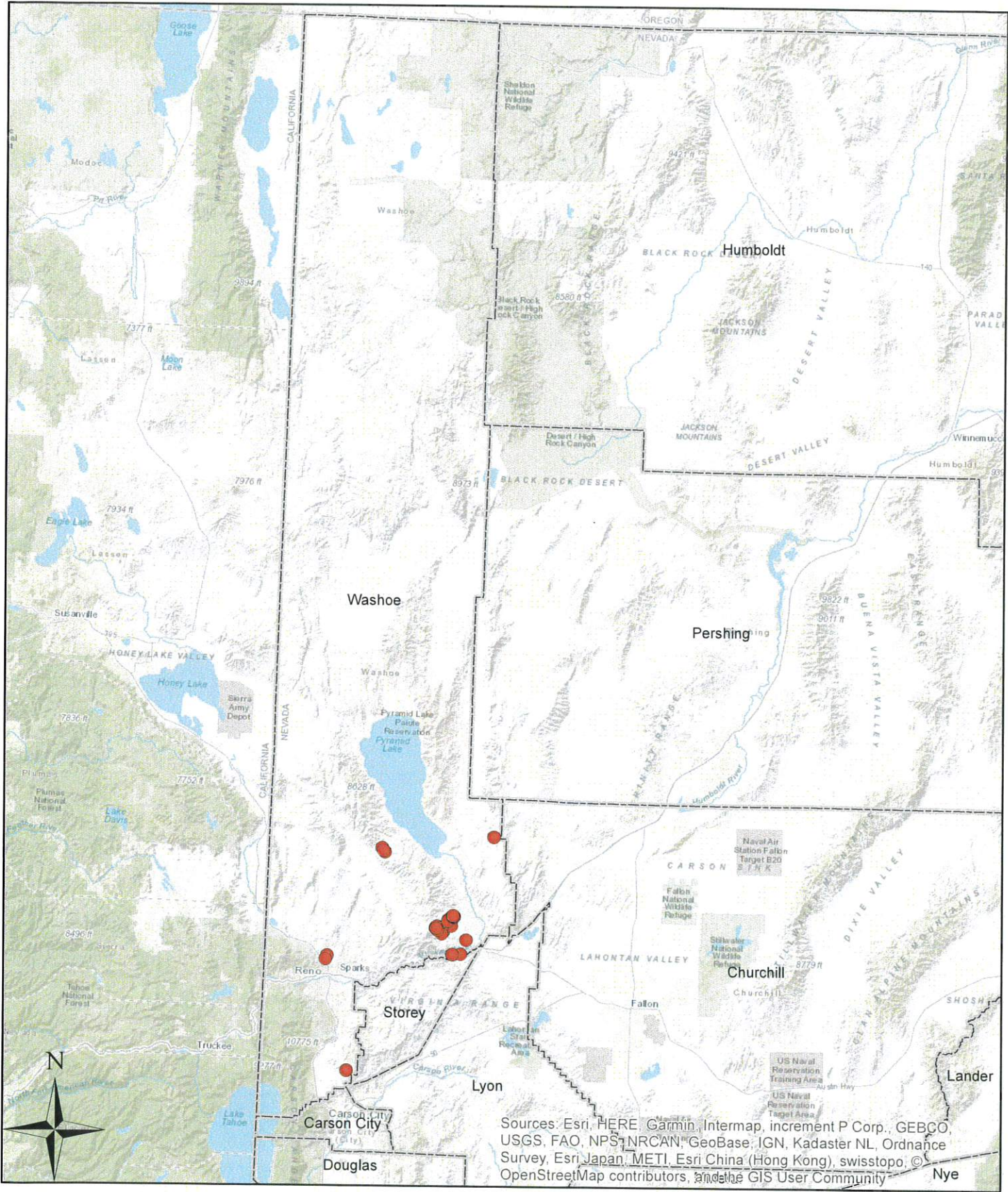
Sincerely,

Richard Perry
Administrator

Nevada Abandoned Mine Lands Program - County Summary Statistics, January 2019

COUNTY	SITES DISCOVERED	SITES SECURED	PERCENT SECURED	UNSECURED MINIMALS	UNSECURED LOWS	UNSECURED MODERATES	UNSECURED HIGHS	TOTAL UNSECURED	PERCENT UNSECURED STATEWIDE
Carson	76	75	98.7%	0	1	0	0	1	0.0%
Churchill	880	665	75.6%	87	114	13	1	215	4.7%
Clark	2,296	1,995	86.9%	41	142	114	4	301	6.6%
Douglas	210	204	97.1%	2	2	2	0	6	0.1%
Elko	908	727	80.1%	77	84	19	1	181	4.0%
Esmeralda	3,442	2,690	78.2%	162	390	188	12	752	16.4%
Eureka	1,092	857	78.5%	66	138	29	2	235	5.1%
Humboldt	980	819	83.6%	67	81	12	1	161	3.5%
Lander	639	556	87.0%	30	46	7	0	83	1.8%
Lincoln	1,028	884	86.0%	24	80	40	0	144	3.1%
Lyon	1,181	1,054	89.2%	42	53	28	4	127	2.8%
Mineral	1,933	1,560	80.7%	129	212	30	2	373	8.1%
Nye	3,160	2,393	75.7%	224	411	120	12	767	16.7%
Pershing	1,887	1,492	79.1%	97	269	29	0	395	8.6%
Storey	219	202	92.2%	2	10	5	0	17	0.4%
Washoe	459	410	89.3%	12	26	11	0	49	1.1%
White Pine	2,205	1,432	64.9%	278	420	58	17	773	16.9%
TOTAL (Since 1987)	22,595	18,015	79.7%					4580	100%

UNSECURED ABANDONED MINES IN WASHOE COUNTY



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, OpenStreetMap contributors, and the GIS User Community

● Hazards

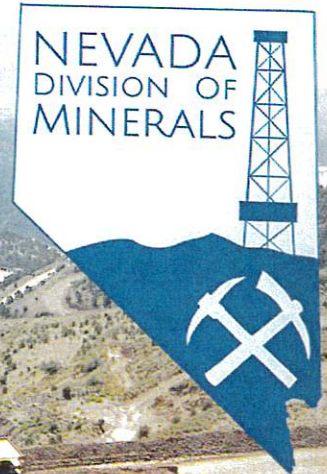
0 25 50 Miles
0 50 100 Kilometers

Scale 1:1,500,000

UTM NAD 83 z. 11 01/30/2019



Commission on Mineral Resources Nevada Division of Minerals



Mission: To encourage and assist in the responsible exploration for and the production of minerals, oil, gas, and geothermal energy which are economically beneficial to the State; to provide for public safety by identifying, ranking and securing dangerous conditions at mines that are no longer operating; and to collect and disseminate information on mineral exploration, production and other related topics.

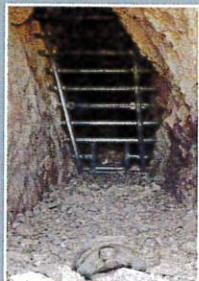
Abandoned Mine Lands (AML) Public Safety Program

Inventory, rank and mitigate physical hazards associated with abandoned mines



Program Partners:

- U.S. Bureau of Land Management
- Nevada Department of Wildlife
- U.S. Forest Service
- Nevada Division of Environmental Protection
- State Historic Preservation Office
- Clark County
- Nevada Division of State Parks



Zero

injuries or fatalities since 2013

22,500+

individual sites cataloged

>80%

of known hazards safeguarded or secured

8

college interns hired each year for summer and winter AML work

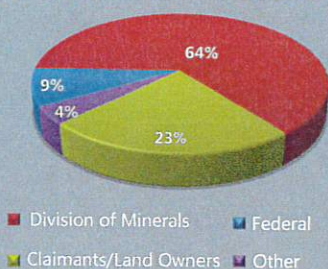
100%

funded by mining-claim fees and assistance agreements

Types of securings



Who does the securings?

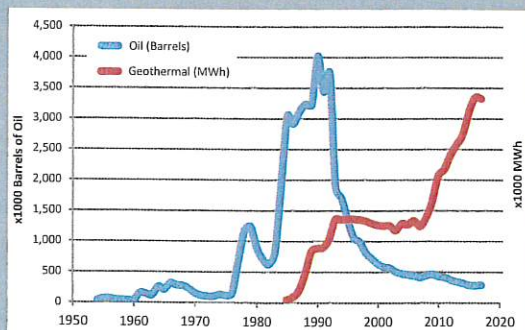


Fluid Mineral Resources

Permit and inspect geothermal, oil, gas and dissolved mineral exploration wells

- Ensure adequate construction and design of wells to protect natural resources and prevent ground-water contamination.
- Conduct regular inspections of all geothermal, oil and gas wells throughout the state.
- Ensure safety of operators by enforcing design standards of wells and testing of equipment when necessary.
- Developed comprehensive hydraulic fracturing regulations, as part of Nevada's dual permitting process on Federal lands, in 2014.
- Spearheaded the development of new regulations for dissolved mineral resource (lithium) exploration, in 2017.

Geothermal and Oil Production



> 3.3 million MWh

of geothermal-generated electrical production, and growing

250,000

homes potentially powered by Nevada's geothermal energy production each year

2nd

largest geothermal producing state

459

industrial & commercial geothermal wells in Nevada

25

geothermal plants and 5 commercial heating and utility districts

119

oil/gas related wells and 1 oil refinery in Nevada

8

lithium brine exploration wells and boreholes drilled under new regulations

Education and Outreach

Educate on mineral use and production, dangers of abandoned mines, and more

In 2018:

> 300

individual presentations

22,300+

attendance at events and presentations

20+

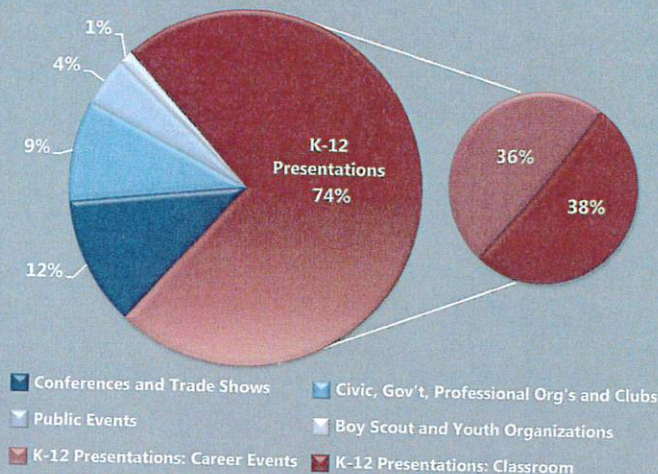
unique classroom activities

2

earth science workshops for teachers

presentations available at minerals.nv.gov

Presentations by Audience



Audiences

- Classroom presentations and activities
- Conferences, trade shows, and other industry events
- Mineral policy recommendations to Governor and Legislature
- Civic groups, clubs and professional organizations



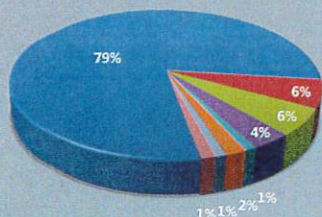
Annual Reports and Other Functions

aps, downloads and other information available at: <http://data-ndom.opendata.arcgis.com/>

Revenues

Mining Claim Fees
Clark County AML Assistance
Surface Disturbance Fee
BLM & FS Assistance

Geothermal Fees
Bond Pool Admin. Fee
Oil Fees
Other

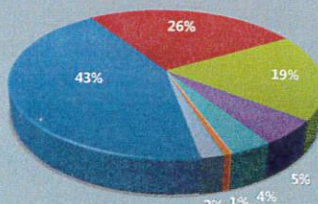


2018 amounts, *FTEs = Full Time Employees

Expenditures

Personnel (11 FTEs*)
State Cost Allocations
AML Enhancement & Support
Outreach & CMR Approved Projects

Operating Costs
Fluid Minerals Program
Other



Reclamation Bond Pool

- The Nevada Reclamation Performance Bond Pool is designed to expedite the time-frame for obtaining a reclamation bond for notice-level exploration projects; projects that have proposed surface disturbance on BLM-managed lands totaling no more than 5 acres.
- The Bond Pool provides bonds for about 1/3 of all the notice-level projects in Nevada.
- For larger projects, Plans of Operation permitted by BLM and/or NDEP, the Bond Pool is designed to reduce the initial financial burden needed to satisfy the bond/surety requirements of the reclamation permit.

Publications Supported or Produced by the Division include:

- Annual Abandoned Mine Lands Report
- Annual Major Mines of Nevada Report
- Annual Mineral Industry Report
- Technical Reports

Nevada Revised Statutes

NRS 513 - Commission on Mineral Resources

NRS 517 - Mining Claims, Mill Sites and Tunnel Rights

NRS 519A.290 - Reclamation Bond Pool

NRS 522 - Oil and Gas

NRS 534A - Geothermal Resources

NRS 534B - Dissolved Mineral Resources

Northern Nevada Office

Richard Perry - Administrator
Courtney Brailo - Field Specialist
Robert Ghiglieri - Manager, AML Hazard Program
Valerie Kneefel - Program Officer II
Sherrie Nuckolls - Administrative Assistant IV
Lucia Patterson - GIS / Field Specialist
Lowell Price - Fluid Minerals Program Manager
Mike Visser - Deputy Administrator

Southern Nevada Office

Rebecca Ely - Minerals Education / Field Specialist
Deborah Selig - Administrative Assistant IV
Garrett Wake - Manager, Southern Operations



Commission on Mineral Resources

Richard DeLong, Chairman, Large-Scale Mining

Nigel Bain, Large-Scale Mining
Dennis Bryan, Small-Scale Mining and Prospecting
Robert Felder, Exploration and Development

Arthur Henderson, Oil and Gas
Mary Korpi, Public at Large
John H. Snow, Geothermal Resources

Northern Nevada

400 W. King St., Ste. 106
Carson City, NV 89703
(775) 684-7040 (phone)
(775) 684-7052 (fax)
ndom@minerals.nv.gov

Southern Nevada

2030 E. Flamingo Rd., Ste. 220
Las Vegas, NV 89119
(702) 486-4343 (phone)
(702) 486-4345 (fax)
ndomlv@minerals.nv.gov

EGLET PRINCE

March 18, 2019

SENT VIA U.S. MAIL & FACSIMILE

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

Re: Nevada Opioid Litigation

Dear County Commissioners:

I write this letter in follow up to my presentation last year at the NACO Executive Board meeting concerning the opioid epidemic. Since that meeting, a number of Nevada cities and counties have retained our firm to commence litigation against the pharmaceutical industry for their role in causing this crisis. In 2018, Attorney General Laxalt also filed a lawsuit on behalf of the State of Nevada against Purdue Pharma LP, among other entities. I write to see whether you or your fellow Commissioners would be interested in pursuing similar litigation on behalf your County. Eglet Prince represents the following Nevada political subdivisions (and is in active discussions with numerous others):

- Carson City
- Churchill County
- Clark County
- Douglas County
- Esmeralda County
- Humboldt County
- Lincoln County
- Mineral County
- City of Henderson
- City of Las Vegas
- City of North Las Vegas
- City of Reno
- City of West Wendover

Recently, defendant drug companies filed 13 motions in our Clark County action in a bid to dismiss that lawsuit. Over two dozen attorneys from across the county argued on their behalf but ultimately the Court found their arguments unpersuasive. In ruling from the bench, the judge summarily denied all of the motions and ordered the drug companies to file an answer within ten days responding to the allegations contained in the complaint. We intend to use this favorable ruling in our other Nevada cases so that those lawsuits may also proceed without delay.

Likewise, the drug companies in the City of Reno action preemptively (and fraudulently) removed that case to federal court, hoping to transfer the matter to the Multi-District Litigation ("MDL") in the Northern District of Ohio. However, we immediately filed a Motion for Remand asking the federal court to return the case back to state court. Within two days of the hearing, the federal court judge determined it did not have jurisdiction to

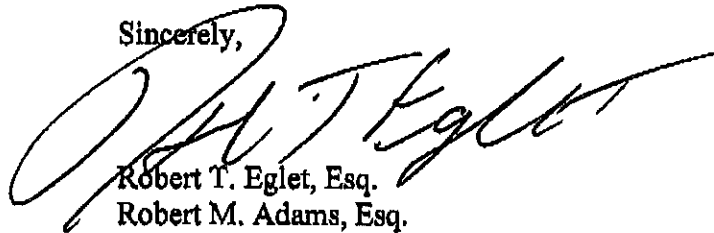
4th Floor, 400 South 7th Street, Las Vegas, Nevada 89101
(702) 450-5400 Fax (702) 450-5451 www.egletlaw.com
Tax I.D. # 46-2057340

retain the City of Reno's case and remanded the matter back to state court. We also intend to use this favorable ruling in our other Nevada cases to prevent future fraudulent removals.

As a Native Nevadan, I am truly saddened to see our State become ravaged by opiates. It has become abundantly clear that as the death toll continues to mount and government services are increasingly strained, Nevada counties are looking at all options to help abate this crisis, including litigation against the drug companies and distributors responsible.

I look forward to the possibility of speaking with the Board about this very important issue. Please do not hesitate to contact me should you have any questions, concerns or comments.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'R. T. Eglet', is written over the typed names below it.

Robert T. Eglet, Esq.

Robert M. Adams, Esq.

RTE/RMA/RKH:jf