

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

October 25, 2018

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

Also Via Teleconference At

AUSTIN COURTHOUSE  
COMMISSION OFFICE  
122 MAIN STREET  
AUSTIN, NEVADA

9:00 A.M

Call to Order

Pledge of Allegiance

A Moment of Silence

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

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

Commissioners Reports on meetings, conferences and seminars attended

Staff Reports on meetings, conferences and seminars attended

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

**\*CONSENT AGENDA\***

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

\*(1) Approval of October 25, 2018 Agenda Notice

\*(2) Approval of September 27, 2018 Meeting Minutes

\*(3) Approval of October 11, 2018 Meeting Minutes

\*(4) Approval of the Payment of Bills

\*(5) Approval of Payroll Change Requests

**\*PUBLIC HEARING\***

- \*(1)  
9:15  
AM
- Public Hearing and discussion and possible action to approve/disapprove the passage of Ordinance 2018-03, amending Title 2, Chapter 06 of the Lander County Code deleting references to an Executive Director and defining all matters relating to, and to modify the duties and powers of the County Manager position, and all other matters properly related thereto.

*Public Comment*

- \*(2)  
9:15  
AM
- Public Hearing and discussion and possible action to approve/disapprove the passage of Ordinance 2018-04, amending Title 2, Chapter 07 of the Lander County Code deleting references to supervisors and defining all matters relating to, and to modify the duties and powers of the Public Works Director position, and all other matters properly related thereto.

*Public Comment*

- \*(3)  
9:15  
AM
- Public Hearing and discussion and possible action to approve/disapprove the passage of Ordinance 2018-05, amending Title 5, Chapter 020 of the Lander County Code to include various marijuana facilities to be fingerprinted for local business licenses, and all other matters properly related thereto.

*Public Comment*

**\*COMMISSIONERS\***

- \*(4)
- Discussion only for a progress report given by Lisa Taylor regarding the UNCE-Lander County Cooperative Extension, and all other matters properly related thereto.

*Public Comment*

- \*(5)
- Discussion and possible action to make an exception to the Lander County Credit Card Policy and to approve/disapprove issuing a county credit card for Lisa Taylor with UNCE – Lander County Cooperative Extension, and all other matters properly related thereto.

*Public Comment*

- \*(6)
- Discussion and possible action to make an exception to the Lander County Credit Card Policy and to approve/disapprove authorizing a county credit card for Paula Tomera



with Lander County Convention and Tourism, and all other matters properly related thereto.

*Public Comment*

- \*(7) Discussion and possible action to approve/disapprove the Battle Mountain Chamber of Commerce Parade of Lights to be held on December 1, 2018 which route includes starting at 6:00 p.m. at Etchverrys Foodtown at 424 E. Front Street, turning left on Broad Street and heading onto West Humboldt passing through the Battle Mountain General Hospital's main entrance parking lot then onto 6<sup>th</sup> Street and ending at the Civic Center at 625 S. Broad Street. The commission must approve/disapprove the signing of the "Agencies Checkoff and Notification List for Temporary Right-of-Way Occupancy Permit Application" submitted to the Nevada Department of Transportation and to approve/disapprove the Parade of Lights to proceed on Lander County Roads as outlined above, and all other matters properly related thereto.

*Public Comment*

**\*PLANNING\***

- \*(8) Discussion and possible action regarding an appeal by Gary Campbell from the Planning Commission decision that gave Pure Growers, LLC a Special Use Permit by application on 905 Allen Road, Battle Mountain, Nevada, APN 010-260-29 for the purpose of medical and recreational marijuana cultivation and production facilities, and all other matters properly related thereto.

*Public Comment*

- \*(9) Discussion and possible action regarding an appeal of the Planning Commission's decision regarding their denial of an abandonment of easement for Gary Campbell of 906.32' x 40' on the east side of APN 010-280-05 located at 560 Allen Road, Battle Mountain, Nevada, and all other matters properly related thereto.

*Public Comment*

- \*(10) Discussion and possible action to approve/disapprove a recreational marijuana cultivation facility license and a recreational marijuana production license to Rural Remedies, a pre-qualified applicant located in northern Lander County, and all other matters properly related thereto.

*Public Comment*

- \*(11) Discussion and possible action to approve/disapprove a Special Use Permit for Joseph and Carynn Conder DBA Lander Leaf Growers on APN 010-260-31 located at 1075 Allen Road, Battle Mountain, Nevada, for medical marijuana cultivation and to place containers specifically built for cannabis cultivation on land, and all other matters properly related thereto.

*Public Comment*

- \*(12) Discussion and possible action regarding approval/disapproval of the parcel map for David S. Wright located at 395 Pinion Pine Way, Battle Mountain, Nevada, APN 011-030-04, to split one (1) 40 acre parcel into three (3) parcels, and all other matters properly related thereto.

*Public Comment*

**\*ASSESSORS\***

- \*(13) Discussion and possible action to approve/disapprove Resolution 2018-14 directing the County Assessor to prepare and publish the 2019/20 Assessment Roll, and all other matters properly related thereto.

*Public Comment*

**\*RECREATION CENTER\***

- \*(14) Discussion and possible action to approve/disapprove the following for the Battle Mountain Recreation Center – 1) three (3) holiday's off each year which includes: Thanksgiving Day, Family Day, and Christmas Day. The calendar dates for 2018 are 11-22-18, 11-23-18 and 12-25-18 and may be different for each succeeding year, and all other matters properly related thereto.

*Public Comment*

- \*(15) Discussion and possible action regarding an invitation to newly elected Lander County Commissioners to attend the NACO Conference November 13-15, 2018, and all other matters properly related thereto.

*Public Comment*

- \*(16) Discussion and possible action to select a date for a special meeting in January, 2019 for newly elected Lander County Commissioners to select a chair/vice-chair for 2019,

and appointment of a Lander County Commissioner(s) to various 2019 advisory boards, and all other matters properly related thereto.

*Public Comment*

- \*(17) Discussion and possible action to approve/disapprove the existing Public Defender contract as modified with Belanger & Plimpton (Todd Plimpton) and Lander County for two (2) years, to further amend or modify the existing contract or to put the contract out to bid, and all other matters properly related thereto.

*Public Comment*

- \*(18) Discussion and possible action to approve/disapprove an amendment to the Modified Lease between Lander Enterprises, LLC and Lander County for the Mountain View Golf Course Clubhouse Lease, and all other matters properly related thereto.

*Public Comment*

**\*FINANCE\***

- \*(19) Update on budget review, contracts, financial update, and all other matters properly related thereto.

*Public Comment*

**\*COMMISSIONERS\***

- \*(20) Discussion and possible action regarding the performance evaluation of Keith Westengard including but not limited to: termination, suspension, demotion, reduction in pay, reprimand, promotion, endorsement, engagement, retention, or “no action”, and all other matters properly related thereto. (Per NRS 241.031)

*Public Comment*

**\*CORRESPONDENCE\***

- \*(21) 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 19<sup>th</sup> day of October, 2018, he posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse, 4) Swackhamer's Plaza Bulletin Board, 5) Kingston Community Hall Bulletin Board, and 6) Austin Courthouse in said Lander County, where proceedings are pending.

Keith Westengard, Lander County Manager



Subscribed and sworn to before me this 19<sup>th</sup> day of October, 2018

Witness



Name of Agenda: Lander County Board of Commissioners' meeting

Date of Meeting: October 25, 2018



*Cindy Benson*  
*Lander County Fiscal Officer*

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**LANDER COUNTY COMMISSION MEETING**

**October 25, 2018**

**APPROVE**

**Check #200655**

*Cindy Benson*  
Cindy Benson – Fiscal Officer

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COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

PATRICIA YOUNG

10/12/18

200655

10/11/18

1810030033

10/3/18 AUSTIN EMS RUN

100.00

100.00

PLEASE DETACH AND FILE

*Cindy Benson*  
*Lander County Fiscal Officer*

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**LANDER COUNTY COMMISSION MEETING**

**October 25, 2018**

**APPROVE**

**Check #200652**

*Cindy Benson*  
Cindy Benson – Fiscal Officer

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COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

WELLS FARGO PAYMENT

10/12/18

200652

10/11/18	0633/8433	10/3/18	PENOLA, ANNA	2,416.56
10/11/18	0719/8433	10/3/18	BUNCH, LESLEY	375.56
10/11/18	1059/8433	10/3/18	WESTENGARD, KEITH	5,717.56
10/11/18	1362/8433	10/3/18	GOULD, MATTHEW	1,310.50
10/11/18	1705/8433	10/3/18	BRIGHT, KYLA	343.96
10/11/18	1717/8433	10/3/18	CLARK, ARTHUR	336.97
10/11/18	1739/8433	10/3/18	ALLAN, JUDIE	3,277.39
10/11/18	2355/8433	10/3/18	SMITH, ROBIN	543.05
10/11/18	2582/8433	10/3/18	TOMERA, PAULA	7,615.43
10/11/18	4152/8433	10/3/18	SCHACHT, KIM	2,791.10
10/11/18	4709/8433	10/3/18	HERRERA, TED	655.78
10/11/18	5275/8433	10/3/18	BENSON, CYNTHIA	77.07
10/11/18	5283/8433	10/3/18	FULLER, DEONILLA	345.01
10/11/18	9928/8433	10/3/18	WAITS, PATSY	61.17
10/11/18	9944/8433	10/3/18	RAMOS, BARTOLO	130.97

25,998.08

PLEASE DETACH AND FILE

*Cindy Benson*  
*Lander County Fiscal Officer*

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**LANDER COUNTY COMMISSION MEETING**

**October 25, 2018**

**APPROVE**

**Check #200647**

*Cindy Benson*  
Cindy Benson – Fiscal Officer

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COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

NANCEE STALLARD

10/12/18

200647

10/11/18

10/1/18 - 10/5/18

ELECTION PROJECT

630.04

630.04

PLEASE DETACH AND FILE

*Cindy Benson*  
*Lander County Fiscal Officer*

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**LANDER COUNTY COMMISSION MEETING**

**October 25, 2018**

**APPROVE**

**Check #200640**

*Cindy Benson*  
Cindy Benson – Fiscal Officer

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COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

PROGRESSIVE BUSINESS

10/12/18

20064C

10/11/18

54801

9/27/18 PAYMASTER 825A

60.90

60.90

PLEASE DETACH AND FILE

*Cindy Benson*  
*Lander County Fiscal Officer*

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**LANDER COUNTY COMMISSION MEETING**

**October 25, 2018**

**APPROVE**

**Check #200630**

*Cindy Benson*  
Cindy Benson – Fiscal Officer

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COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

JAUNITA MCKEEN

10/12/18

200630

10/12/18	FLU POD	9/27/18	100.00
10/12/18	FLU SHOTS KINGSTON	10/3/18	100.00

200.00

PLEASE DETACH AND FILE

*Cindy Benson*  
*Lander County Fiscal Officer*

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**LANDER COUNTY COMMISSION MEETING**

**October 25, 2018**

**APPROVE**

**Check #200614**

  
Cindy Benson – Fiscal Officer

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COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

CHIP COLPITTS

10/12/18

200614

10/11/18  
10/11/18

1810030023  
1810070020

10/3/18 AUSTIN EMS RUN  
10/7/18 AUSTIN EMS RUN

50.00  
50.00

100.00

PLEASE DETACH AND FILE

*Cindy Benson*  
*Lander County Fiscal Officer*

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**LANDER COUNTY COMMISSION MEETING**

**October 25, 2018**

**APPROVE**

**Check #200613**

*Cindy Benson*  
Cindy Benson – Fiscal Officer

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COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

DEBORAH CARDOZA

10/12/18

200613

10/11/18	1809250007
10/11/18	1809260003
10/11/18	1810070020

9/25/18	AUSTIN EMS RUN
9/26/18	AUSTIN EMS RUN
10/7/18	AUSTIN EMS RUN

100.00
100.00
100.00

300.00

PLEASE DETACH AND FILE

*Cindy Benson*  
*Lander County Fiscal Officer*

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**LANDER COUNTY COMMISSION MEETING**

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**October 25, 2018**

**APPROVE**

**Check #200658**

*Cindy Benson*  
Cindy Benson – Fiscal Officer

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COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

TINA MARIE BISIAUX

10/19/18

10/19/18

10/1/18 - 10/14/18

PATCH CHANGES

200658

230.00

230.00

PLEASE DETACH AND FILE

***Cindy Benson***  
***Lander County Fiscal Officer***



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

DATE

*Cindy Benson*  
Fiscal Officer

*10-22-18*

***LANDER COUNTY COMMISSION MEETING***

October 25, 2018

APPROVE/DISAPPROVE  
SUBMITTED EXPENDITURES IN THE AMOUNT OF \$1,428,635.34  
From Check #200670 thru #200785

Report No: FB1308  
Run Date : 10/22/18

LANDER COUNTY  
CHECK REGISTER 10/25/18

Page 1

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
200670	ADVANCED DATA SYSTEMS INC	8/31/18 DISTRICT COURT		10/25/18	95287	300.00	
		9/30/18 ASSESSOR		10/25/18	95287	1,118.00	
		9/30/18 BLDG/PLAN		10/25/18	95287	60.00	
		9/30/18 CLERK		10/25/18	95287	447.00	
		9/30/18 FISC-OFC		10/25/18	95287	1,874.00	
		9/30/18 RECORDER		10/25/18	95287	589.00	
		9/30/18 TREASURER		10/25/18	95287	514.00	
		9/30/18 GENERAL		10/25/18	95287	200.00	
		9/30/18 UTIL MGMT		10/25/18	95287	175.00	
		9/30/18 UTIL MGMT		10/25/18	95287	175.00	
200671	JUDIE A. ALLAN	10/12/18 CNRWA		10/25/18	95393	23.00	5,452.00
		10/12/18 CNRWA		10/25/18	95393	196.20	
200672	ALLISON, MACKENZIE,	10/4/18 PROF SERVICES		10/25/18	95290	1,700.00	219.20
200673	AMPED-OUT-ELECTRICAL, LLC	9/26/18 GOLF COURSE		10/25/18	95292	255.00	1,700.00
		10/4/18 BLM AIRBASE		10/25/18	95292	1,925.80	
		10/2/18 AUSTIN SHERIFF		10/25/18	95292	4,035.79	
200674	APCO INTERNATIONAL	10/4/18 2019 MEMBERSHIP		10/25/18	95392	193.09	6,216.59
200675	STARCAP MARKETING LLC	8/27/18 SKETCHING SOFTWARE		10/25/18	95291	1,175.00	193.09
200676	ASSESSED VALUATION	10/1/18 PROPERTY ASSMNT		10/25/18	95288	750.00	1,175.00
		10/15/18 PROPERTY ASSMNT		10/25/18	95288	900.00	
200677	AUTO & TRUCK ELECTRIC	9/25/18 ALTERNATOR		10/25/18	95289	439.00	1,650.00
200678	B M POSTMASTER	10/19/18		10/25/18	95417	300.00	439.00
200679	RICHARD H. BELL	10/17/18		10/25/18	95395	400.00	300.00
200680	BLUE MOON PORTABLES	9/30/18 GOLF COURSE		10/25/18	95294	165.00	400.00
		9/30/18 LANDFILL		10/25/18	95294	165.00	
200681	BOBCAT OF RENO	9/18/18 KEY 10		10/25/18	95394	38.89	330.00
200682	STACY BROOKS	POSTAGE		10/25/18	95396	7.20	38.89
		WALMART		10/25/18	95396	78.78	
		AUSTIN CHEVRON		10/25/18	95396	1.75	
200683	BURNS FUNERAL HOME						87.73

Report No: FB1308  
Run Date : 10/22/18

LANDER COUNTY  
CHECK REGISTER 10/25/18

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CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		8/9/18 SHELTON, RANDALL		10/25/18	95293	650.00	
200684	CAVANAUGH-BILL LAW						650.00
		8/7/18 COUNSEL		10/25/18	95397	1,450.00	
		8/31/18 COUNSEL		10/25/18	95397	40.00	
200685	CONTROL SOLUTIONS, INC.						1,490.00
		9/12/18 MAINTENANCE		10/25/18	95398	70.00	
200686	D & D PLUMBING, INC.						70.00
		9/25/18 AUSTIN POOL SRVC		10/25/18	95295	570.00	
200687	DAKOTA DIESEL REPAIR						570.00
		9/4/18 UNIT 106		10/25/18	95296	848.66	
		9/10/18 UNIT 106		10/25/18	95296	1,492.55	
		9/14/18 UNIT 110		10/25/18	95296	1,171.26	
		9/19/18 UNIT 106		10/25/18	95296	1,072.93	
		8/3/18 PUMPER 2		10/25/18	95296	640.59	
200688	DAVID W HOPPER						5,225.99
		AUSTIN TREE WORK		10/25/18	95298	15,450.00	
		BM AIRPORT TREE WORK		10/25/18	95298	850.00	
200689	DAY ENGINEERING						16,300.00
		10/4/18 OVERFLOW POND		10/25/18	95297	2,223.00	
		9/4/18 AUSTIN WALL		10/25/18	95297	4,650.00	
		10/4/18 AUSTIN RD REPAVE		10/25/18	95297	5,068.00	
		10/4/18 BM WHITE KNIFE		10/25/18	95297	19,900.00	
200690	ECOLAB						31,841.00
		9/29/18 LAUNDRY SOAP/SFTN		10/25/18	95300	666.11	
		10/10/18 MACHINE RENTAL		10/25/18	95300	95.61	
200691	ETCHEVERRYS FOOD TOWN						761.72
		SEPTEMBER STATEMENT		10/25/18	95299	21.34	
		SEPTEMBER STATEMENT		10/25/18	95299	14.23	
		SEPTEMBER STATEMENT		10/25/18	95299	77.41	
		SEPTEMBER STATEMENT		10/25/18	95299	10.26	
200692	GEM ST. PAPER & SUPPLY CO						123.24
		9/27/18 CLEANING SUPPLIES		10/25/18	95301	55.42	
		9/27/18 CLEANING SUPPLIES		10/25/18	95301	36.95	
		10/6/18 3HOLE PUNCH PAPER		10/25/18	95301	213.60	
		10/11/18 TRASH CAN LINERS		10/25/18	95301	82.80	
		10/11/18 TOILET PAPER		10/25/18	95301	99.30	
		10/11/18 TOILET PAPER		10/25/18	95301	154.15	
		10/11/18 TOILET PAPER		10/25/18	95301	175.65	
		10/11/18 SOAP/BAGS/SPLIES		10/25/18	95301	81.89	
		10/11/18 SOAP/BAGS/SPLIES		10/25/18	95301	54.60	
		10/11/18 MAXITHINS		10/25/18	95301	50.43-	
200693	NANCY J. WOTRUBA						903.93
		9/30/18 MAPPING SERVICES		10/25/18	95303	3,539.00	
		9/30/18 MINING CLAIM		10/25/18	95303	2,340.00	
200694	GLOBAL EQUIPMENT CO.						5,879.00



Report No: PB1308  
Run Date : 10/22/18  
CHECK  
NUMBER      VENDOR

LANDER COUNTY  
CHECK REGISTER 10/25/18

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CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		9/28/18 GREENWORKS		10/25/18	95302	327.90	
		10/2/18 STAINLESS STEEL		10/25/18	95302	667.42	
200695	H.E. HUNEWILL CONST.CO.,	10/1/18 AUSTIN WALL		10/25/18	95307	7,576.40	995.32
		10/3/18 AUSTIN WALL		10/25/18	95307	14,754.20	
200696	HARRY'S BUSINESS MACHINES	10/11/18 SERVICE		10/25/18	95304	106.00	22,330.60
200697	HIGH DESERT ENGINEERING	10/2/18 LAND SURVEY		10/25/18	95400	345.00	106.00
200698	HINTONBURDICK, PLLC	9/30/18		10/25/18	95306	6,700.00	345.00
200699	HUGHES NETWORK SYSTEMS,	9/20/18 INTERNET SERVICES		10/25/18	95305	214.41	6,700.00
200700	HUMBOLDT PRINTERS, INC.	9/12/18 ENVELOPES		10/25/18	95399	224.20	214.41
200701	HUNT CONVENIENCE STORES	9/30/18 FUEL		10/25/18	95415	15.79	224.20
200702	INLAND SUPPLY CO INC	9/20/18 LINERS		10/25/18	95310	122.88	15.79
		9/20/18 AIR FRESHENER		10/25/18	95310	60.12	
		9/27/18 TOWEL		10/25/18	95310	46.43	
		9/27/18 FOLD SEAT COVERS		10/25/18	95310	38.99	268.42
200703	INTEGRITY PEST MANAGEMENT	4/11/18 FIRE HOUSE		10/25/18	95308	75.00	
		6/7/18 COURT HOUSE		10/25/18	95308	500.00	
		7/31/18 AUSTIN AIRPORT		10/25/18	95308	110.00	
		8/20/18 COURT HOUSE		10/25/18	95308	500.00	1,185.00
200704	INTERNAL REVENUE SERVICE	UNDERPAYMENT TAX DEPOSITS		10/25/18	95311	196.58	196.58
200705	INTERNATIONAL ACADEMIES	10/4/18 FRANK STEPHENS		10/25/18	95309	50.00	
		10/4/18 MARIA CARDENAS		10/25/18	95309	50.00	100.00
200706	IT'S MY COMMUNITY STORE,	9/5/18 PAPER/TABS/STAMPS		10/25/18	95401	388.10	388.10
200707	J-U-B ENGINEERS, INC.	10/1/18 PRJCT: 10-16-146		10/25/18	95315	767.79	
		10/1/18 PRJCT: 10-17-164		10/25/18	95315	28,216.07	28,983.86
200708	JNM MATERIALS TESTING	10/5/18 OVERFLOW POND		10/25/18	95312	775.00	
		10/5/18 AUSTIN WALL		10/25/18	95312	1,985.00	
		10/14/18 OVERFLOW POND		10/25/18	95312	1,525.00	4,285.00

CHECK

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CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
200709	JORDAN'S TRUCK & TRAILER	10/1/18 CHAIN/BAR		10/25/18	95313	94.47	94.47
200710	K & L SUPPLY, INC	10/3/18 WEED KILLER		10/25/18	95402	4,908.00	4,908.00
200711	KEYSTONE VETERINARY HOSP	10/4/18 SPAY/NEUTER		10/25/18	95317	50.00	
		10/5/18 SPAY/NEUTER		10/25/18	95317	75.00	
200712	KNORR SYSTEMS, INC.	9/18/18 INTELLIFLO		10/25/18	95316	690.10	125.00
		9/27/18 PHENOL/CHLORINE		10/25/18	95316	598.89	
200713	LANDER HARDWARE LLC	9/4/18 DUCT TAPE		10/25/18	95318	5.99	
		9/6/18 TRASH CAN		10/25/18	95318	31.98	
		9/6/18 SUPPLIES		10/25/18	95318	37.53	
		9/7/18 ACRYLIC SHEET		10/25/18	95318	12.99	
		9/10/18 ACID GEL		10/25/18	95318	17.98	
		9/11/18 PADLOCK		10/25/18	95318	15.99	
		9/14/18 PAINT SUPPLIES		10/25/18	95318	18.35	
		9/14/18 LADDER/PAINT SUPS		10/25/18	95318	69.54	
		9/17/18 TAPE/DUST PAN		10/25/18	95318	23.98	
		9/25/18 LITTER/OIL		10/25/18	95318	17.96	
		9/25/18 COOLER PUMP		10/25/18	95318	31.99	
		9/26/18 UTILITY PUMP		10/25/18	95318	69.99	
		9/27/18 POLY TARP		10/25/18	95318	9.99	
		9/27/18 DOOR HOLD		10/25/18	95318	42.95	
		9/28/18 VINYL TUBE		10/25/18	95318	11.29	
		10/1/18 TARP/PUSHBROOM		10/25/18	95318	155.97	
		10/2/18 TAPE/CONCRETE		10/25/18	95318	12.98	
		10/2/18 CONCRETE MIX		10/25/18	95318	132.81	
		10/3/18 THREAD SEAL TAPE		10/25/18	95318	5.56	
		10/8/18 RED COOLER		10/25/18	95318	19.99	
		10/8/18 DRILL BIT		10/25/18	95318	19.98	
		10/8/18 DRILL BITS		10/25/18	95318	16.98	
		10/8/18 DRILL BIT		10/25/18	95318	15.98	
		10/9/18 ANCHOR 8-10W		10/25/18	95318	3.18	
		10/16/18 COUPLER/ADAPTER		10/25/18	95318	35.97	
		10/17/18 BULBS		10/25/18	95318	30.96	
		10/17/18 RUBBER STRAP		10/25/18	95318	10.98	
		10/17/18 FLOOR SQUEEGEE		10/25/18	95318	58.97	
200714	LEXIS-NEXIS	SEPTEMBER 18 SERVICES		10/25/18	95403	594.00	938.81
200715	LEXISNEXIS RISK SOLUTIONS	9/30/18 SEPT 2018 USER		10/25/18	95319	119.41	594.00
200716	LONE WOLF COMMERCIAL	10/8/18 GOLF COURSE		10/25/18	95320	685.00	
		10/8/18 CIVIC CENTER		10/25/18	95320	1,053.33	
		9/28/18 QUARTERLY MAINT		10/25/18	95320	3,669.00	
		10/17/18 COURT HOUSE		10/25/18	95320	867.00	
		10/17/18 CIVIC CENTER		10/25/18	95320	90.00	

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		10/17/18 SENIOR CENTER		10/25/18	95320	90.00	
200717	MATTHEW BENDER & CO., INC.	9/21/18 CIVIL PRACTICE		10/25/18	95405	340.31	6,454.33
200718	MICHAEL CLAY CORPORATION	8/31-9/30 PRJ LA-2018-091		10/25/18	95323	88,920.00	340.31
200719	MID-STATE TRUCKING	10/3/18 CHAIN LINK		10/25/18	95404	51.86	88,920.00
200720	MIDWAY MARKET	SEPTEMBER STATEMNT CREDIT		10/25/18	95406	38.51-	
		9/11/18 COFFEE/CREAMER		10/25/18	95406	32.55	
		9/19/18 JUICE		10/25/18	95406	33.71	
		9/21/18 DIXIE COLD CUP		10/25/18	95406	10.00	
		9/25/18 FORKS/PLATES		10/25/18	95406	25.93	
200721	MIDWAY MARKET	SEPT STATEMENT		10/25/18	95407	145.04	63.68
		SEPT STATEMENT		10/25/18	95407	96.69	
200722	MILLS ENTERPRISES, INC.	SEPTEMBER 2018		10/25/18	95322	352.79	241.73
200723	MUNICIPAL CODE CORP.	10/3/18 ONLINE CODE HOST		10/25/18	95321	550.00	352.79
200724	DYNA PARTS LLC	9/26/18 GREASE GUN		10/25/18	95326	15.99	
		9/27/18 AIR FILTER		10/25/18	95326	44.34	
		9/27/18 HOSE/END/FITTING		10/25/18	95326	60.67	
		10/1/18 FILTERS		10/25/18	95326	64.18	
		10/1/18 BATTERY		10/25/18	95326	117.29	
		10/1/18 CORE DEPOSIT		10/25/18	95326	18.00-	
		10/2/18 HEADLIGHT BULB		10/25/18	95326	13.27	
		10/3/18 WASHER FLUID		10/25/18	95326	26.36	
		10/4/18 FITTING		10/25/18	95326	2.52	
		10/4/18 STRAP/BUCKET/LID		10/25/18	95326	143.58	
		10/4/18 PARTS/SUPPLIES		10/25/18	95326	97.98	
		10/6/18 BATTERY/WHL CHRGR		10/25/18	95326	810.09	
		10/10/18 COUPLERS		10/25/18	95326	75.64	
		10/12/18 BALL MOUNT/WRENC		10/25/18	95326	619.29	
		10/18/18 BALL MOUNT		10/25/18	95326	209.00-	
200725	JERRY PHIL NATIONS	10/16/18 AUSTIN ROAD DEPT		10/25/18	95408	87.55	1,864.20
200726	NATIONWIDE DRAFTING &	9/20/18 STRIP ROLL		10/25/18	95328	279.96	87.55
200727	NEWMAN TRAFFIC SIGNS	9/26/18 TRAFFIC SIGNS		10/25/18	95324	270.47	279.96
200728	NORCO, INC.	9/5/18 CARBON DIOXIDE		10/25/18	95325	248.20	270.47

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NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		9/26/18 CARON DIOXIDE		10/25/18	95325	177.00	
		9/30/18 CARBOMISER		10/25/18	95325	80.00	
		9/30/18 CYLINDER RENTAL		10/25/18	95325	20.40	
200729	NEVADA DIVISION OF PUBLIC						525.60
		10/2/18 OCTOBER 2018		10/25/18	95327	3,399.25	
200730	G.P.I.						3,399.25
		10/3/18 FINANCE COPIER		10/25/18	95329	9,032.50	
		10/3/18 BUILDING COPIER		10/25/18	95329	11,319.50	
		10/3/18 COMMISSION COPIER		10/25/18	95329	11,319.50	
200731	SMS COMPUTING, INC.						31,671.50
		8/10/18 CLERK		10/25/18	95331	245.73	
		10/4/18 WIRELESS MOUSE		10/25/18	95331	39.99	
		10/10/18 ASSESSOR		10/25/18	95331	412.50	
		10/15/18 HEALTH NURSE		10/25/18	95331	165.00	
		10/15/18 REC CENTER		10/25/18	95331	1,059.99	
		10/17/18 ASSESSOR		10/25/18	95331	450.00	
200732	PHARMCHEM, INC.						2,373.21
		9/30/18 SWEAT PATCH		10/25/18	95332	1,142.00	
200733	POINT S BATTLE MTN TIRE &						1,142.00
		9/24/18 SNOWCAT		10/25/18	95330	1,134.70	
		9/4/18 RESCUE 4		10/25/18	95330	480.94	
		8/16/18 TIRES		10/25/18	95330	920.00	
		9/24/18 PUMPER 2		10/25/18	95330	3,208.01	
		9/28/18 UNIT 24		10/25/18	95330	593.20	
		9/26/18 TRAILER TIRE		10/25/18	95330	25.00	
		9/26/18 UNIT T64		10/25/18	95330	259.50	
		10/1/18 TRAILER TIRE		10/25/18	95330	50.00	
		10/1/18 UNIT 65		10/25/18	95330	1,494.06	
		10/1/18 JOHN DEER		10/25/18	95330	650.00	
		10/1/18 UNIT 65		10/25/18	95330	47.50	
		10/1/18 UNIT 57		10/25/18	95330	240.89	
		10/2/18 UNIT 57		10/25/18	95330	221.90	
		10/2/18 CHEV K30		10/25/18	95330	450.50	
		10/4/18 JOHN DEER		10/25/18	95330	421.00	
		10/9/18 USED TIRES		10/25/18	95330	255.00	
200734	PRECISION SERVICE						10,452.20
		10/9/18 DND KEYS		10/25/18	95334	36.00	
200735	PROGRESSIVE PEST						36.00
		10/3/18 PEST CONTROL		10/25/18	95333	120.00	
		10/3/18 PEST CONTROL		10/25/18	95333	275.00	
200736	QT PETROLEUM ON DEMAND						395.00
		10/5/18 SERVICE AGREEMENT		10/25/18	95341	1,695.00	
200737	QUAL CON CONTRACTORS, INC						1,695.00
		AIP 3-32-0001-027-2018		10/25/18	95340	722,296.78	
200738	ROBERT QUICK						722,296.78
		NIBRS AWARENESS		10/25/18	95342	115.00	

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CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
200739	QUILL CORP	10/3/18 DESK BLOTTER		10/25/18	95335	16.80	115.00
		10/3/18 CALENDAR		10/25/18	95335	9.88	
		10/3/18 SUPPLIES		10/25/18	95335	106.16	
		10/3/18 SANITIZER		10/25/18	95335	29.60	
		10/8/18 TYPEWRITER/SUPPLY		10/25/18	95335	706.95	
		10/9/18 7 PORT USB HUB		10/25/18	95335	32.59	
		10/9/18 PENCIL CUP		10/25/18	95335	16.80	
		10/9/18 PENS		10/25/18	95335	28.29	
200740	QUILL CORP	9/19/18 MEMO HOLDER		10/25/18	95336	17.69	947.07
		9/19/18 COPY PAPER		10/25/18	95336	87.14	
		9/20/18 PENCILS		10/25/18	95336	14.89	
200741	QUILL CORP	10/3/18 BATTERIES/PENS		10/25/18	95337	57.17	119.72
		10/4/18 PENS		10/25/18	95337	17.88	
		10/4/18 CASH BOX/FOLDERS		10/25/18	95337	78.47	
		10/8/18 DATASTICK PRO		10/25/18	95337	95.98	
200742	QUILL CORP	10/3/18 AAA BATTERIES		10/25/18	95338	25.78	249.50
		10/3/18 KEYBOARD/CALENDAR		10/25/18	95338	260.29	
200743	QUILL CORP	9/28/18 STORAGE BOX		10/25/18	95339	39.99	286.07
		10/1/18 STAMP		10/25/18	95339	23.49	
		10/2/18 LABELS		10/25/18	95339	74.97	
200744	TOM REICHERT	9/12&10/10/18 BM MEETING		10/25/18	95343	261.60	138.45
200745	RENNER EQUIPMENT CO. INC.	10/8/18 304 BLADE		10/25/18	95346	111.72	261.60
200746	RESPONSE ENVELOPE, INC.	9/20/18 ELECTION SUPPLY		10/25/18	95345	398.00	111.72
		9/20/18 BOOKLETS		10/25/18	95345	1,265.00	
200747	ROADSAFE TRAFFIC SYSTEMS	10/15/18 RUMBLE STRIP		10/25/18	95416	4,950.00	1,663.00
200748	RITA ROGERS	9/10/18 HOME DEPOT		10/25/18	95344	116.66	4,950.00
200749	RON'S SEED & SUPPLY	9/27/18 GOLF COURSE		10/25/18	95347	350.10	116.66
200750	SIERRA PACIFIC TURF	9/7/18 FRTLZR/PLLT/GRSS		10/25/18	95356	5,720.00	350.10
		9/11/18 FRTLZR/PLLT/GRSS		10/25/18	95356	3,878.00	
		9/12/18 LOGMEIN ACCESS		10/25/18	95356	75.00	
200751	SOUTH POINT HOTEL &						9,673.00



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CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		9/30/18 ZACHARIAS		10/25/18	95354	630.00	
200752	SPB UTILITY SERVICE INC	10/1/18 SEPT BILLING		10/25/18	95355	1,290.75	630.00
		10/1/18 SEPT BILLING		10/25/18	95355	1,290.75	
200753	SPECIALTY WELDING SUPPLY	9/27/18 WELDING		10/25/18	95314	205.85	2,581.50
200754	STATE OF NEVADA DPS-RCC	10/1/18 FINGER PRINTS		10/25/18	95353	326.25	205.85
		10/1/18 FINGER PRINTS		10/25/18	95353	145.00	
200755	STATEFIRE DC SPECIALTIES	10/11/18 ALARM SYSTEM		10/25/18	95348	75.00	471.25
		10/9/18 HOOD CLEANING		10/25/18	95348	575.00	
200756	STEAM STORE OF ELKO, INC	10/12/18 PROF SERVICES		10/25/18	95411	730.13	650.00
200757	STRYKER EMS EQUIPMENT, INC	10/9/18 MTS POWERLOAD (2)		10/25/18	95351	41,804.00	730.13
200758	SUMMIT ENGINEERING CORP.	10/4/18 PRJCT: 1-29735		10/25/18	95357	1,443.59	41,804.00
		10/19/18 PRJCT: 1-29735		10/25/18	95410	4,827.82	
		10/19/18 PRJCT: 1-30697		10/25/18	95410	27,033.49	
200759	KYLE B. SWANSON ESQ.	9/6/18 CASE CV 10278		10/25/18	95409	50.00	33,304.90
200760	SWEENEY CONSTRUCTION	10/13/18 RODEO GRNDS/ETC		10/25/18	95352	10,250.00	50.00
200761	SYSCO	10/10/18		10/25/18	95349	228.42	10,250.00
		10/10/18		10/25/18	95349	152.28	
		9/19/18		10/25/18	95349	187.15	
		9/19/18		10/25/18	95349	124.77	
		10/3/18		10/25/18	95349	279.11	
		10/3/18		10/25/18	95349	186.07	
		10/17/18		10/25/18	95349	97.67	
		10/17/18		10/25/18	95349	65.12	
200762	SYSCO FOOD SERVICES	10/4/18		10/25/18	95350	322.12	1,320.59
		10/11/18		10/25/18	95350	615.50	
200763	THATCHER COMPANY, INC.	10/2/18 CHLORINE		10/25/18	95360	951.80	937.62
		10/2/18 CHLORINE		10/25/18	95360	951.80	
		10/2/18 CHLORINE		10/25/18	95360	256.70	
		10/2/18 CHLORINE		10/25/18	95360	2,805.40	
200764	THE SIDWELL COMPANY	9/21/18 MAPSV LANDER		10/25/18	95361	875.00	4,965.70



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CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
200777	BECKY WILEY	NIBRS AWARENESS TRAINING		10/25/18	95367	115.00	115.00
200778	WINNEMUCCA PUB. CO., INC.	10/3/18 PUBLIC HEARING 10/10/18 GARY CAMPBELL 10/10/18 PURE GROWERS 10/10/18 LEAF GROWERS		10/25/18 10/25/18 10/25/18 10/25/18	95365 95365 95365 95365	295.44 56.01 56.01 64.96	472.42
200779	WINNEMUCCA PUB. CO., INC.	9/30/18 MEETING CANCELLED 9/30/18 SEASONAL LABORERS 9/30/18 PT LIFEGUARD 9/30/18 CIVIC CENTER 9/30/18 RECORDER		10/25/18 10/25/18 10/25/18 10/25/18 10/25/18	95366 95366 95366 95366 95366	120.00 168.00 378.00 84.00 126.00	876.00
200780	WINNEMUCCA PUB. CO., INC.	10/3/18 REGISTERED VOTERS		10/25/18	95368	219.36	219.36
200781	WINNEMUCCA PUB. CO., INC.	9/30/18 MAINTAINER II		10/25/18	95369	210.00	210.00
200782	XEROX CORPORATION	10/1/18		10/25/18	95374	395.15	395.15
200783	YESCO LLC	6/27/18 2 SCOREBOARDS		10/25/18	95375	16,231.00	16,231.00
200784	ROSS ZIMMERMAN	10/8/18 SPAY/NEUTER 10/6/18 SPAY/NEUTER 10/6/18 SPAY/NEUTER		10/25/18 10/25/18 10/25/18	95376 95376 95376	50.00 50.00 50.00	150.00
200785	3D CONCRETE	10/2/18 AUSTIN WALL		10/25/18	95377	2,550.00	2,550.00
CHECKS TOTAL							1,428,635.34



## LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number \_\_1\_\_

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

Public Hearing and discussion and possible action to approve/disapprove the passage of Ordinance 2018-03, amending Title 2, Chapter 06 of the Lander County Code deleting references to an Executive Director and defining all matters relating to, and to modify the duties and powers of the County Manager position, and all other matters properly related thereto.

Public Comment:

Background: Legal notice for agenda items 1, 2, and 3 attached. Ordinance 2018-03 attached

Recommended Action: Approval of Ordinance 2018-03

**DOC #: 288562**

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**OFFICIAL RECORD**

Requested By:  
LANDER COUNTY CLERK

Lander County, NV  
Lesley Bunch, Recorder

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

**RECORDING REQUESTED BY:**



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

**ADDRESS:** 50 STATE ROUTE 305

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

**ORDINANCE NO. 2018-03**

**AN ORDINANCE AMENDING TITLE 2, CHAPTER 06 OF THE  
LANDER COUNTY CODE DELETING REFERENCES TO AN  
EXECUTIVE DIRECTOR AND DEFINING ALL MATTERS RELATING TO,  
AND TO MODIFY THE DUTIES AND POWERS OF THE COUNTY  
MANAGER POSITION; AND OTHER MATTERS PROPERLY  
RELATED THERETO.**

**ITEM #1**

**COMMISSION MEETING OF OCTOBER 25, 2018**

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

This cover page must be typed or printed

SUMMARY: AN ORDINANCE AMENDING TITLE 2, CHAPTER 06 OF THE LANDER COUNTY CODE DELETING REFERENCES TO AN EXECUTIVE DIRECTOR AND DEFINING ALL MATTERS RELATING TO, AND TO MODIFY THE DUTIES AND POWERS OF THE COUNTY MANAGER POSITION; AND OTHER RELATED MATTERS.

TITLE: AN ORDINANCE AMENDING TITLE 2, CHAPTER 06 OF THE LANDER COUNTY CODE DELETING REFERENCES TO AN EXECUTIVE DIRECTOR AND DEFINING ALL MATTERS RELATING TO, AND TO MODIFY THE DUTIES AND POWERS OF THE COUNTY MANAGER POSITION; AND OTHER MATTERS PROPERLY RELATED THERETO.

**THE BOARD OF COUNTY COMMISSIONERS OF THE  
COUNTY OF LANDER, NEVADA DO ORDAIN:**

**SECTION 1:** Lander County Code, Title 2, Chapter 06, is hereby amended to read as follows:

**Chapter 2.06**

**~~EXECUTIVE DIRECTOR~~ COUNTY MANAGER**

**Sections:**

- 2.06.010 Purpose.
- 2.06.020 ~~Executive director's~~ County Manager's office – Generally.
- 2.06.030 Appointment -- Qualifications -- Removal from office.
- 2.06.040 Limitations on appointment of former elected officer.
- 2.06.050 Administrative powers and duties.
- 2.06.060 Limitation on administrative powers and duties of county commissioners.
- 2.06.070 County administration.
- 2.06.080 Budgetary matters – Role of ~~executive director~~ county manager.
- 2.06.090 ~~Executive director~~ County Manager – Departmental supervision.
- 2.06.100 Employment policies and practices.
- 2.06.110 ~~Executive director~~ County Manager – General services.
- 2.06.120 ~~Executive director~~ County Manager – Salary and benefits.

**2.06.010 Purpose.**

It is the intent of the board of county commissioners, in adopting this chapter, to create the position of Lander County ~~executive director~~ county manager and to provide Lander County government with a manager who, under the direction of the board of county commissioners, shall



provide effective, centralized administration for Lander County government, *excluding public works services*, and to define the duties, responsibilities, authority and qualifications thereof.

**2.06.020      ~~Executive Director's~~ County Manager's office – Generally.**

A.      There shall be an ~~executive director~~ *county manager*, who shall be appointed by and serve at the pleasure of the board of county commissioners *and/or* on such other contractual terms as may be agreed upon by the parties.

B.      The ~~executive director~~ *county manager* is a public officer as classified by Nevada Revised Statutes.

**2.06.030      Appointment – Qualifications – Removal from office.**

A.      The ~~executive director~~ *county manager* shall:

1.      Be chosen upon the basis of knowledge and skills in public or business administration, demonstrated administrative ability and knowledge of supervision, public budgeting, personnel, finance and organization. These requirements may be met by a combination of education and experience equal to a bachelor's degree in finance management, accounting, public or business administration, engineering, or equivalent experience, and at least four years experience in government, business, or public administration; including responsibility for management of staff and programs. An MBA, MPA, GFOA certification, or a CPA License is an advantage. Administrative experience, preferably in government or public administration and involving managerial responsibilities, may be substituted for all or part of the business/public administration education requirement;

2.      Be appointed by and serve at the pleasure of the board of county commissioners and may be removed from office by a majority vote of the board of county commissioners. The ~~executive director~~ *county manager* shall provide thirty days' notice to the county of his/her intent to resign from office;

3.      Maintain residence within the county during his/her tenure in office.

B.      The board of commissioners may contract with the ~~executive director~~ *county manager* to receive severance pay. No severance shall be paid in the event of termination for good cause as defined in county's policy manual *and/or by contract if pertinent*.

**2.06.040      Limitations on appointment of former elected officer.**

No person who is or has been an elected officer of Lander County shall be appointed ~~executive director~~ *county manager* unless he/she has been out of office for at least six months prior to the date of appointment.

**2.06.050      Administrative powers and duties.**

A.      The ~~executive director~~ *county manager* shall be the chief administrative officer of the county and shall be responsible to the board of county commissioners for the proper and efficient administration of all county offices, departments, institutions and special districts under the jurisdiction of the board of county commissioners ~~including~~ public works. The ~~executive director~~ *county manager* shall serve ex officio as the chief administrative officer under the board of county commissioners for all agencies, institutions and boards which are ex officio duties of the board of



county commissioners, including but not limited to the town board of the unincorporated town of Battle Mountain and the town board of the disincorporated town of Austin. To this end, the ~~executive director~~ *county manager* shall have those powers and duties set forth in this chapter and as reasonably implied therefrom and shall be authorized to assign or delegate the administration of these duties to any department or person under the board's control, *except those within the public works division*, subject to the limitations imposed by law.

*B. The county manager will have authority over the public works director for day to day operations.*

~~B C.~~ This declaration of powers and duties shall not be interpreted to authorize the ~~executive director~~ *county manager* to manage or control performance of the duties of elected or appointed county officials whose duties and authority are expressly declared by statute or necessarily implied therefrom.

#### **2.06.060 Limitation on administrative powers and duties of county commissioners**

The board of county commissioners, by enactment of this chapter having delegated administrative responsibilities over county governmental activities, excluding public works, to the ~~executive director~~ *county manager*, shall not intervene or detract from this delegation without prior notification to the ~~executive director~~ *county manager* from the board. No individual commissioner may give instructions or orders to any county employee. Orders or instructions shall be given by majority action of the board to the ~~executive director~~ *county manager* for implementation. This subsection shall not be interpreted to prevent any county commissioner from seeking and obtaining information about the functioning of county government from any employee. Likewise, this subsection does not prohibit the commissioners from summoning any department head under the ~~executive director~~ *county manager* to give a report to the county commissioners, either verbal or written.

#### **2.06.070 County administration.**

The ~~executive director~~ *county manager* shall:

A. Develop, evaluate and implement administrative policies and procedures to meet board of county commissioners goals and objectives; supervise and evaluate the performance of county departments under the jurisdiction of the ~~executive director~~ *county manager*; direct the establishment of administrative standards, goals, and objectives; coordinate the activities of county department under the jurisdiction of the ~~executive director~~ *county manager* to ensure timely, efficient, and effective delivery of programs and services.

B. Select, direct, and evaluate appointed department heads and other staff; develop and take disciplinary action as authorized by the board of county commissioners with respect to employees under the jurisdiction of the ~~executive director~~ *county manager*; develop and implement training programs to enhance the capabilities of staff and to improve the delivery of services; instruct and train staff under the jurisdiction of the ~~executive director~~ *county manager*; perform the duties of the safety coordinator for the county; hear, respond to, supervise human resource functions and resolve employee problems, concerns, complaints, and grievances of employees under the supervision of the ~~executive director~~ *county manager*, and administer discipline as needed.

C. Negotiate and supervise the negotiation of all county contractual agreements subject



to the limitations of law and board of county commissioners' direction; administer agreements.

D. Analyze proposals and develop recommendations to the board of county commissioners regarding policies, programs and services; analyze information pertaining to county services and operations including policies, programs, methods, budgets, staffing, organization, and capital needs; write reports and correspondence for government agencies, members of the community, and the board as directed.

E. Administer the preparation of board of county commissioners meeting agendas; attends board of county commissioners meetings; make oral and written presentations to the board of county commissioners and to other public and private groups as needed; provide information to the news media and the public regarding county operations; represent the county with other government agencies and in meeting with the public.

F. Implement the board of county commissioners' legislative advocacy program; analyze proposed legislation and administrative regulations for their impact on county operations; review and make recommendations to the board regarding departmental legislative activities; participate in the lobby process by presenting oral and written testimony to appropriate bodies.

G. Provide direction and support to the staff under the jurisdiction of the ~~executive director~~ *county manager*; provide advice and consultation to the members of the board; investigate and resolve complaints and concerns regarding county programs, services, and facilities; act as liaison with other regional, state and federal agencies on a broad range of matters.

H. Direct the purchasing of supplies, materials and equipment for the departments under the jurisdiction of the ~~executive director~~ *county manager*; administer all public buildings and property under the jurisdiction of the ~~executive director~~ *county manager*; supervise all communications, and other ancillary services.

I. Seek outside funding sources for capital and special projects, prepare and submit grant proposals to obtain funding for service programs, and ensure that all grant guidelines, reports and services are provided in compliance with funding source requirements.

#### **2.06.080 Budgetary matters –Role of ~~executive director~~ *county manager*.**

The ~~executive director~~ *county manager* shall:

A. Administer the development of procedures for preparation of budgets; develop operating and capital budget estimates and targets to guide departments; recommend budgets and staffing levels to the board of county commissioners; project budget needs; review and comment on justifications for funding requests; account for variances between projected and actual expenditures.

B. Recommend to the board of county commissioners an annual county operating budget based upon long-range plans for acquiring, constructing or improving buildings, roads and other county facilities; make recommendation to the board on the acquisition and disposition of real property, easements and rights-of-way.

C. Establish a control system or systems to assure that the various county departments and other agencies under the jurisdiction of the board of county commissioners are operating within their respective budgets; make recommendations to the board regarding requests for unforeseen and unbudgeted expenditures; approve fund transfers and budget revisions within appropriations; establish policies for acquiring additional or replacement fixed assets.

D. Establish a budgetary allotment system and such other expenditure controls which



are necessary or desirable and may authorize department heads to approve fund transfers except those requiring approval of the board of county commissioners under state law.

E. In conjunction with other county staff, keep the board of county commissioners informed of the financial status of the county, and keep the board of county commissioners informed of other budgetary matters which affect the county.

**2.06.090 ~~Executive director~~ County manager – Departmental supervision.**

The ~~executive director~~ county manager shall:

A. Supervise the performance of county departments under the jurisdiction of the county commissioners, *except the public works division*, within the limitations established by state law or the board of county commissioners, by directing the establishment of standards, goals and objectives for quality and quantity of departmental performance and the measure of the performance of individual departments against those standards and goals; assign projects and scrutinize departmental expenditures to assure that they are necessary and proper;

B. *Except with respect to the public works division*, ~~E~~valuate all proposed departmental budgets, staffing levels and programs and recommend those to the board of county commissioners that he/she feels should be approved or modified; periodically evaluate existing department budgets, staffing levels and programs and recommend changes to the board where they are indicated;

C. *Except with respect to the public works division*, ~~E~~valuate departmental organization on a continuing basis; subject to the limitations of state law or the directives of the board of county commissioners, initiate changes in interdepartmental organization, structure, duties or responsibilities when warranted, including authorizing the transfer of equipment between departments; assign space to county departments in county facilities and authorize budgeted out-of-county travel and in-county business expense in accordance with rules and regulations prepared, based upon policies established by the board; recommend to the board of county commissioners the transfer of positions between departments and consolidation or combining of county offices, departments, positions or units;

D. *Except with respect to the public works division*, ~~E~~valuate appointed department head performance, under the direction of the board of county commissioners, and recommend compensation in accordance with demonstrated performance; confer with department heads as necessary to discuss any shortcomings noted and suggest remedial action;

E. *Except with respect to the public works division*, ~~A~~ppoint qualified candidates to fill any vacancies occurring in a department head position, subject to ratification by the county commissioners; transfer, discipline or dismiss appointed department heads, when appropriate, subject to ratification by the county commissioner (all appointed departments heads shall work at will for and report to the ~~executive director~~ county manager);

F. When necessary or upon a department's request, assist department heads in solving problems which inhibit efficient operation within a department or which create friction between departments and be responsible to the board of county commissioners for ensuring that coordination exists between and among the various county departments and offices;

G. Provide, under the direction of the boards of county commissioners, management training and develop leadership qualities among department heads, *excluding those within the public works division*, to build a county management team that can plan for and meet present and future



challenges.

**2.06.100 Employment policies and practices.**

*Except with respect to the public works division, ~~The executive director~~ county manager shall:*

- A. Review all requests to fill permanent and limited-term personnel positions to assure that the position is required and that salary funds are available; authorize advanced step recruitment upon recommendations by department heads; authorize and control the use of extra help and payment for overtime within available funds;
- B. Exercise general supervision over all public buildings and property, whether leased or owned by the county, and such other lands and facilities under the control and jurisdiction of the board of county commissioners;
- C. Supervise building construction, alterations, maintenance and the utilization of county vehicles and equipment;
- D. Supervise all support services.

**2.06.110 ~~Executive director~~ County Manager – General Services.**

*Except with the respect to the public works division, the ~~executive director~~ county manager shall be responsible for and exercise supervision and control over services provided to county departments as follows:*

- A. Direct the purchasing of supplies, materials and equipment through the procedures established by the board of county commissioners and the requirements of the Nevada Local Government Purchasing Act~~;~~.
- B. Exercise general supervision over all public buildings and property, whether leased or owned by the county, and such other lands and facilities under the control and jurisdiction of the board of county commissioners~~;~~.
- C. Supervise building construction, alterations, maintenance and the utilization of county vehicles and equipment~~;~~.
- D. Supervise all support services.

**2.06.120 ~~Executive Director~~ County Manager – Salary and benefits.**

The salary of the ~~executive director~~ county manager shall be established by the board of county commissioners and be paid by the treasurer in the same manner as the salaries of the other county employees are paid. All benefits conferred upon other county management employees shall be granted to the ~~executive director~~ county manager *unless a contract exists that dictates other terms in which case the contract is controlling.*

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**SECTION 2.** This ordinance shall be effective on November 15, 2018

**Compliance with NRS 244.119.** Pursuant to the requirements of NRS 244.119, the Lander County Clerk is hereby directed to file three (3) copies in the office of the county clerk and two (2) copies of this ordinance with the Librarian of the Supreme Court Law Library.

PROPOSED on the 9<sup>TH</sup> day of AUGUST, 2018.


PROPOSED by Board Member SEAN BAKKER

PASSED on the 25<sup>TH</sup> day of OCTOBER, 2018.

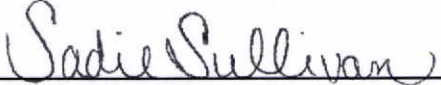
AYES: Commissioners SEAN BAKKER, ART CLARK III, PATSY WAITS,  
DOUG MILLS, JUDIE ALLAN

NAYS: Commissioners NONE


ABSENT: Commissioners NONE

By:   
Doug Mills, Chairperson

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

By:   
Theodore C. Herrera  
Lander County District Attorney

EXPLANATION – Matter in blue ***bolded italics*** is new; matter in red strikethrough ~~omitted material~~ is material to be omitted.

**Legal Notices  
Leader County**

[illegible]







SUMMARY: AN ORDINANCE AMENDING TITLE 2, CHAPTER 06 OF THE LANDER COUNTY CODE DELETING REFERENCES TO AN EXECUTIVE DIRECTOR AND DEFINING ALL MATTERS RELATING TO, AND TO MODIFY THE DUTIES AND POWERS OF THE COUNTY MANAGER POSITION; AND OTHER RELATED MATTERS.

TITLE: AN ORDINANCE AMENDING TITLE 2, CHAPTER 06 OF THE LANDER COUNTY CODE DELETING REFERENCES TO AN EXECUTIVE DIRECTOR AND DEFINING ALL MATTERS RELATING TO, AND TO MODIFY THE DUTIES AND POWERS OF THE COUNTY MANAGER POSTION; AND OTHER MATTERS PROPERLY RELATED THERETO.

**THE BOARD OF COUNTY COMMISSIONERS OF THE  
COUNTY OF LANDER, NEVADA DO ORDAIN:**

**SECTION 1:** Lander County Code, Title 2, Chapter 06, is hereby amended to read as follows:

**Chapter 2.06**

~~EXECUTIVE DIRECTOR~~ *COUNTY MANAGER*

**Sections:**

- 2.06.010 **Purpose.**
- 2.06.020 ~~Executive director's~~ *County Manager's* office – Generally.
- 2.06.030 **Appointment -- Qualifications -- Removal from office.**
- 2.06.040 **Limitations on appointment of former elected officer.**
- 2.06.050 **Administrative powers and duties.**
- 2.06.060 **Limitation on administrative powers and duties of county commissioners.**
- 2.06.070 **County administration.**
- 2.06.080 **Budgetary matters – Role of ~~executive director~~ *county manager*.**
- 2.06.090 ~~Executive director~~ *County Manager* – Departmental supervision.
- 2.06.100 **Employment policies and practices.**
- 2.06.110 ~~Executive director~~ *County Manager* – General services.
- 2.06.120 ~~Executive director~~ *County Manager* – Salary and benefits.

**2.06.010 Purpose.**

It is the intent of the board of county commissioners, in adopting this chapter, to create the position of Lander County ~~executive director~~ *county manager* and to provide Lander County government with a manager who, under the direction of the board of county commissioners, shall

provide effective, centralized administration for Lander County government, *excluding public works services*, and to define the duties, responsibilities, authority and qualifications thereof.

**2.06.020      ~~Executive Director's~~ County Manager's office – Generally.**

A.      There shall be an ~~executive director~~ *county manager*, who shall be appointed by and serve at the pleasure of the board of county commissioners *and/or* on such other contractual terms as may be agreed upon by the parties.

B.      The ~~executive director~~ *county manager* is a public officer as classified by Nevada Revised Statutes.

**2.06.030      Appointment – Qualifications – Removal from office.**

A.      The ~~executive director~~ *county manager* shall:

1.      Be chosen upon the basis of knowledge and skills in public or business administration, demonstrated administrative ability and knowledge of supervision, public budgeting, personnel, finance and organization. These requirements may be met by a combination of education and experience equal to a bachelor's degree in finance management, accounting, public or business administration, engineering, or equivalent experience, and at least four years experience in government, business, or public administration; including responsibility for management of staff and programs. An MBA, MPA, GFOA certification, or a CPA License is an advantage. Administrative experience, preferably in government or public administration and involving managerial responsibilities, may be substituted for all or part of the business/public administration education requirement;

2.      Be appointed by and serve at the pleasure of the board of county commissioners and may be removed from office by a majority vote of the board of county commissioners. The ~~executive director~~ *county manager* shall provide thirty days' notice to the county of his/her intent to resign from office;

3.      Maintain residence within the county during his/her tenure in office.

B.      The board of commissioners may contract with the ~~executive director~~ *county manager* to receive severance pay. No severance shall be paid in the event of termination for good cause as defined in county's policy manual *and/or by contract if pertinent*.

**2.06.040      Limitations on appointment of former elected officer.**

No person who is or has been an elected officer of Lander County shall be appointed ~~executive director~~ *county manager* unless he/she has been out of office for at least six months prior to the date of appointment.

**2.06.050      Administrative powers and duties.**

A.      The ~~executive director~~ *county manager* shall be the chief administrative officer of the county and shall be responsible to the board of county commissioners for the proper and efficient administration of all county offices, departments, institutions and special districts under the jurisdiction of the board of county commissioners *in*excluding public works. The ~~executive director~~ *county manager* shall serve ex officio as the chief administrative officer under the board of county commissioners for all agencies, institutions and boards which are ex officio duties of the board of



county commissioners, including but not limited to the town board of the unincorporated town of Battle Mountain and the town board of the disincorporated town of Austin. To this end, the ~~executive director~~ county manager shall have those powers and duties set forth in this chapter and as reasonably implied therefrom and shall be authorized to assign or delegate the administration of these duties to any department or person under the board's control, *except those within the public works division*, subject to the limitations imposed by law.

B. *The county manager will have authority over the public works director for day to day operations.*

B C. This declaration of powers and duties shall not be interpreted to authorize the ~~executive director~~ county manager to manage or control performance of the duties of elected or appointed county officials whose duties and authority are expressly declared by statute or necessarily implied therefrom.

#### **2.06.060 Limitation on administrative powers and duties of county commissioners**

The board of county commissioners, by enactment of this chapter having delegated administrative responsibilities over county governmental activities, excluding public works, to the ~~executive director~~ county manager, shall not intervene or detract from this delegation without prior notification to the ~~executive director~~ county manager from the board. No individual commissioner may give instructions or orders to any county employee. Orders or instructions shall be given by majority action of the board to the ~~executive director~~ county manager for implementation. This subsection shall not be interpreted to prevent any county commissioner from seeking and obtaining information about the functioning of county government from any employee. Likewise, this subsection does not prohibit the commissioners from summoning any department head under the ~~executive director~~ county manager to give a report to the county commissioners, either verbal or written.

#### **2.06.070 County administration.**

The ~~executive director~~ county manager shall:

A. Develop, evaluate and implement administrative policies and procedures to meet board of county commissioners goals and objectives; supervise and evaluate the performance of county departments under the jurisdiction of the ~~executive director~~ county manager; direct the establishment of administrative standards, goals, and objectives; coordinate the activities of county department under the jurisdiction of the ~~executive director~~ county manager to ensure timely, efficient, and effective delivery of programs and services.

B. Select, direct, and evaluate appointed department heads and other staff; develop and take disciplinary action as authorized by the board of county commissioners with respect to employees under the jurisdiction of the ~~executive director~~ county manager; develop and implement training programs to enhance the capabilities of staff and to improve the delivery of services; instruct and train staff under the jurisdiction of the ~~executive director~~ county manager; perform the duties of the safety coordinator for the county; hear, respond to, supervise human resource functions and resolve employee problems, concerns, complaints, and grievances of employees under the supervision of the ~~executive director~~ county manager, and administer discipline as needed.

C. Negotiate and supervise the negotiation of all county contractual agreements subject



to the limitations of law and board of county commissioners' direction; administer agreements.

D. Analyze proposals and develop recommendations to the board of county commissioners regarding policies, programs and services; analyze information pertaining to county services and operations including policies, programs, methods, budgets, staffing, organization, and capital needs; write reports and correspondence for government agencies, members of the community, and the board as directed.

E. Administer the preparation of board of county commissioners meeting agendas; attends board of county commissioners meetings; make oral and written presentations to the board of county commissioners and to other public and private groups as needed; provide information to the news media and the public regarding county operations; represent the county with other government agencies and in meeting with the public.

F. Implement the board of county commissioners' legislative advocacy program; analyze proposed legislation and administrative regulations for their impact on county operations; review and make recommendations to the board regarding departmental legislative activities; participate in the lobby process by presenting oral and written testimony to appropriate bodies.

G. Provide direction and support to the staff under the jurisdiction of the ~~executive director~~ *county manager*; provide advice and consultation to the members of the board; investigate and resolve complaints and concerns regarding county programs, services, and facilities; act as liaison with other regional, state and federal agencies on a broad range of matters.

H. Direct the purchasing of supplies, materials and equipment for the departments under the jurisdiction of the ~~executive director~~ *county manager*; administer all public buildings and property under the jurisdiction of the ~~executive director~~ *county manager*; supervise all communications, and other ancillary services.

I. Seek outside funding sources for capital and special projects, prepare and submit grant proposals to obtain funding for service programs, and ensure that all grant guidelines, reports and services are provided in compliance with funding source requirements.

#### **2.06.080 Budgetary matters –Role of ~~executive director~~ *county manager*.**

The ~~executive director~~ *county manager* shall:

A. Administer the development of procedures for preparation of budgets; develop operating and capital budget estimates and targets to guide departments; recommend budgets and staffing levels to the board of county commissioners; project budget needs; review and comment on justifications for funding requests; account for variances between projected and actual expenditures;.

B. Recommend to the board of county commissioners an annual county operating budget based upon long-range plans for acquiring, constructing or improving buildings, roads and other county facilities; make recommendation to the board on the acquisition and disposition of real property, easements and rights-of-way;.

C. Establish a control system or systems to assure that the various county departments and other agencies under the jurisdiction of the board of county commissioners are operating within their respective budgets; make recommendations to the board regarding requests for unforeseen and unbudgeted expenditures; approve fund transfers and budget revisions within appropriations; establish policies for acquiring additional or replacement fixed assets;.

D. Establish a budgetary allotment system and such other expenditure controls which



are necessary or desirable and may authorize department heads to approve fund transfers except those requiring approval of the board of county commissioners under state law;

E. In conjunction with other county staff, keep the board of county commissioners informed of the financial status of the county, and keep the board of county commissioners informed of other budgetary matters which affect the county.

**2.06.090 ~~Executive director~~ County manager – Departmental supervision.**

The ~~executive director~~ county manager shall:

A. Supervise the performance of county departments under the jurisdiction of the county commissioners, *except the public works division*, within the limitations established by state law or the board of county commissioners, by directing the establishment of standards, goals and objectives for quality and quantity of departmental performance and the measure of the performance of individual departments against those standards and goals; assign projects and scrutinize departmental expenditures to assure that they are necessary and proper;

B. *Except with respect to the public works division*, Evaluate all proposed departmental budgets, staffing levels and programs and recommend those to the board of county commissioners that he/she feels should be approved or modified; periodically evaluate existing department budgets, staffing levels and programs and recommend changes to the board where they are indicated;

C. *Except with respect to the public works division*, Evaluate departmental organization on a continuing basis; subject to the limitations of state law or the directives of the board of county commissioners, initiate changes in interdepartmental organization, structure, duties or responsibilities when warranted, including authorizing the transfer of equipment between departments; assign space to county departments in county facilities and authorize budgeted out-of-county travel and in-county business expense in accordance with rules and regulations prepared, based upon policies established by the board; recommend to the board of county commissioners the transfer of positions between departments and consolidation or combining of county offices, departments, positions or units;

D. *Except with respect to the public works division*, Evaluate appointed department head performance, under the direction of the board of county commissioners, and recommend compensation in accordance with demonstrated performance; confer with department heads as necessary to discuss any shortcomings noted and suggest remedial action;

E. *Except with respect to the public works division*, Appoint qualified candidates to fill any vacancies occurring in a department head position, subject to ratification by the county commissioners; transfer, discipline or dismiss appointed department heads, when appropriate, subject to ratification by the county commissioner (all appointed department heads shall work at will for and report to the ~~executive director~~ county manager);

F. When necessary or upon a department's request, assist department heads in solving problems which inhibit efficient operation within a department or which create friction between departments and be responsible to the board of county commissioners for ensuring that coordination exists between and among the various county departments and offices;

G. Provide, under the direction of the boards of county commissioners, management training and develop leadership qualities among department heads, *excluding those within the public works division*, to build a county management team that can plan for and meet present and future



challenges.

**2.06.100 Employment policies and practices.**

*Except with respect to the public works division, ~~The executive director~~ county manager shall:*

A. Review all requests to fill permanent and limited-term personnel positions to assure that the position is required and that salary funds are available; authorize advanced step recruitment upon recommendations by department heads; authorize and control the use of extra help and payment for overtime within available funds;

B. Exercise general supervision over all public buildings and property, whether leased or owned by the county, and such other lands and facilities under the control and jurisdiction of the board of county commissioners;

C. Supervise building construction, alterations, maintenance and the utilization of county vehicles and equipment;

D. Supervise all support services.

**2.06.110 ~~Executive director~~ County Manager – General Services.**

*Except with the respect to the public works division, the ~~executive director~~ county manager shall be responsible for and exercise supervision and control over services provided to county departments as follows:*

A. Direct the purchasing of supplies, materials and equipment through the procedures established by the board of county commissioners and the requirements of the Nevada Local Government Purchasing Act;

B. Exercise general supervision over all public buildings and property, whether leased or owned by the county, and such other lands and facilities under the control and jurisdiction of the board of county commissioners;

C. Supervise building construction, alterations, maintenance and the utilization of county vehicles and equipment;

D. Supervise all support services.

**2.06.120 ~~Executive Director~~ County Manager – Salary and benefits.**

The salary of the ~~executive director~~ county manager shall be established by the board of county commissioners and be paid by the treasurer in the same manner as the salaries of the other county employees are paid. All benefits conferred upon other county management employees shall be granted to the ~~executive director~~ county manager *unless a contract exists that dictates other terms in which case the contract is controlling.*

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**SECTION 2.** This ordinance shall be effective on \_\_\_\_\_, 2018

**Compliance with NRS 244.119.** Pursuant to the requirements of NRS 244.119, the Lander County Clerk is hereby directed to file three (3) copies in the office of the county clerk and two (2) copies of this ordinance with the Librarian of the Supreme Court Law Library.

PROPOSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

PROPOSED by Board Member \_\_\_\_\_

PASSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

AYES: Commissioners \_\_\_\_\_

NAYS: Commissioners \_\_\_\_\_

ABSENT: Commissioners \_\_\_\_\_

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

**ATTEST:**

By: \_\_\_\_\_  
Sadie Sullivan, County Clerk and Ex-Officio  
Clerk of the Board of Commissioners of Lander  
County, Nevada

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Theodore C. Herrera  
Lander County District Attorney

EXPLANATION – Matter in blue *bolded italics* is new; matter in red strikethrough ~~omitted material~~ is material to be omitted.

LANDER COUNTY COMMISSIONERS MEETING  
10/25/2018

Agenda Item Number \_\_2\_\_

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

Public Hearing and discussion and possible action to approve/disapprove the passage of Ordinance 2018-04, amending Title 2, Chapter 07 of the Lander County Code deleting references to supervisors and defining all matters relating to, and to modify the duties and powers of the Public Works Director position, and all other matters properly related thereto.

Public Comment:

Background: Ordinance 2018-04 attached. Public Notice advertisement is beginning documentation of agenda item 1.

Recommended Action: Approval of Ordinance 2018-04

**DOC #: 288563**

10/30/2018 04:05 PM Page: 1 of 8

**OFFICIAL RECORD**

Requested By:  
LANDER COUNTY CLERK

Lander County, NV  
Lesley Bunch, Recorder

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

**RECORDING REQUESTED BY:**



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

**ADDRESS:** 50 STATE ROUTE 305

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

**ORDINANCE NO. 2018-04**

**AN ORDINANCE AMENDING TITLE 2, CHAPTER 07 OF THE  
LANDER COUNTY CODE DELETING REFERENCES TO SUPERVISORS  
AND DEFINING ALL MATTERS RELATING TO,  
AND TO MODIFY THE DUTIES AND POWERS OF THE PUBLIC WORKS  
DIRECTOR POSITION; AND OTHER MATTERS PROPERLY  
RELATED THERETO.**

**ITEM #2**

**COMMISSION MEETING OF OCTOBER 25, 2018**

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

This cover page must be typed or printed



**SUMMARY:** AN ORDINANCE AMENDING TITLE 2, CHAPTER 07 OF THE LANDER COUNTY CODE DELETING REFERENCES TO SUPERVISORS AND DEFINING ALL MATTERS RELATING TO, AND TO MODIFY THE DUTIES AND POWERS OF THE PUBLIC WORKS DIRECTOR POSITION; AND OTHER RELATED MATTERS.

**TITLE:** AN ORDINANCE AMENDING TITLE 2, CHAPTER 07 OF THE LANDER COUNTY CODE DELETING REFERENCES TO SUPERVISORS AND DEFINING ALL MATTERS RELATING TO, AND TO MODIFY THE DUTIES AND POWERS OF THE PUBLIC WORKS DIRECTOR POSITION; AND OTHER MATTERS PROPERLY RELATED THERETO.

**THE BOARD OF COUNTY COMMISSIONERS OF THE  
COUNTY OF LANDER, NEVADA DO ORDAIN:**

**SECTION 1:** Lander County Code, Title 2, Chapter 07 is hereby amended to hereafter read as follows:

**Chapter 2.07**

**PUBLIC WORKS DIRECTOR**

**Sections:**

- 2.07.010 Purpose.
- 2.07.020 Public works ~~office~~ *director* – Generally.
- 2.07.030 Appointment – Qualifications – Removal from Office.
- 2.07.040 Limitations on appointment of former elected officer.
- 2.07.050 Administrative powers and duties.
- 2.07.060 Limitation on administrative powers and duties of county commissioners.
- 2.07.070 County administration.
- 2.07.080 ~~Reserved~~ *Public works director – Departmental supervision.*
- 2.07.090 Employment policies and practices.
- 2.07.100 Public works ~~supervisor~~ *director* – General services.
- 2.07.110 Public works ~~supervisors~~ *director* – Salary and benefits.

**2.07.010 Purpose.**

It is the intent of the board of county commissioners, in adopting this chapter, to create the position of Lander County public works ~~supervisor~~ *director* to provide the public works and recreation division of the Lander County government with ~~supervisors~~ *a director* who, under the direction of the ~~executive director~~ *board of county commissioners*, shall provide effective, centralized administration for such public works and recreation division and to define the duties, responsibilities, authority and qualifications thereof. *The county manager will have authority over public works director for day to day operations.*

**2.07.020 Public works ~~office~~ *director* – Generally.**

A. There shall be in the county a public works and recreation division, under *the* public works ~~supervisors~~ *director*, who shall be appointed by and serve at the pleasure of the ~~executive director~~ *board of county commissioners* and/or on such other contractual terms as may be agreed upon by the parties.

B. The public works ~~supervisors are~~ *director* is a public officers as classified by the Nevada Revised Statutes.

**2.07.030 Appointment – Qualifications – Removal from office.**

A. The public works ~~supervisors~~ *director* shall:

1. Be chosen upon the basis of any combination of training, education and experience that would provide the required knowledge, skills and abilities to perform the duties set forth in this chapter which would typically include, as an example, graduation from high school or equivalent with a minimum of ten years experience in ~~construction~~, road maintenance ~~and or~~ construction, or experience in water and sewer operations in a supervisory capacity for a minimum of five years. Possession of an Associate's degree with major course work in engineering or business administration is an advantage;

2. Be appointed by and serve at the pleasure of the ~~executive director~~ *board of county commissioners* and may be removed from office by a majority vote of the board of county commissioners. ~~A~~ The public works ~~supervisor~~ *director* shall provide thirty days' notice to the county of his/her intent to resign from office;

3. Maintain residence within the county during his/her tenure in office.

B. The board of commissioners may contract with the ~~a the~~ public works ~~supervisor~~ *director* to receive severance pay. No severance shall be paid in the event of termination for good cause as defined in the county's policy manual *and/or contract if pertinent.*

**2.07.040 Limitations on appointment of former elected officer.**

No person who is or has been an elected officer of Lander County shall be appointed public works ~~supervisor~~ *director* unless he/she has been out of office for at least six months prior to the date of appointment.

**2.07.050 Administrative powers and duties.**

A. The public works ~~supervisors~~ *director* shall be the administrative officers of the public works division of the county and shall be responsible to the ~~executive director~~ *board of county*



*commissioners* for the proper and efficient administration of ~~their particular~~ *his/her* department. To this end, the public works ~~supervisors~~ *director* shall have those powers and duties set forth in this chapter and as reasonably implied therefrom and shall be authorized to assign or delegate the administration of these duties to any department or person under that public works ~~supervisor's~~ *director's* control, subject to the ~~executive director's~~ *lander county commissioners* instructions and any limitations imposed by law.

B. This declaration of powers and duties shall not be interpreted to authorize the public works ~~supervisors~~ *director* to manage or control performance of the duties of elected or appointed county officials whose duties and authority are expressly declared by statute or necessarily implied therefrom.

~~C. The public works supervisors shall have a division of responsibilities as may from time to time be determined by resolution of the county commissioners. The initial division of authority and duty shall be by departments as follows:-~~

~~1 One supervisor shall be in charge of the Northern Road and Bridge department and the Battle Mountain airport. This supervisor shall be known as the Northern Road and Bridge Supervisor.~~

~~2 One supervisor shall be in charge of the Southern Road and Bridge department and the Kingston and Austin airports. This supervisor shall be known as the Southern Road and Bridge Supervisor.~~

~~3 One supervisor shall be in charge of the Battle Mountain Water and Sewer district, the recreation department, and the county's landfills and trash collection centers. This supervisor shall be known as the Public Works Supervisor.~~

#### **2.07.060 Limitation on administrative powers and duties of county commissioners.**

The board of county commissioners, by enactment of this chapter having delegated administrative responsibilities over certain county governmental activities to the public works ~~supervisors~~ *director*, shall not intervene or detract from this delegation without prior notification to the public works ~~supervisors~~ *director* from the board. No individual commissioner may give instructions or orders to any county employee. Orders or instructions shall be given by majority action of the board to the ~~executive director~~ *county manager* or public works ~~supervisors~~ *director* for implementation. This subsection shall not be interpreted to prevent any county commissioner from seeking and obtaining information about the functioning of county government from any employee.

#### **2.07.070 County administration.**

Within ~~their~~ *his/her* respective departments, the public works ~~supervisors~~ *director* shall:

A. Plan, organize, coordinate and direct the activities and programs of the Northern and Southern Road and Bridge departments and Town of Battle Mountain Water and Sewer department, known as the Public Works Department, and ensure that County roads, bridges, signs, drainage channels, water and sewer systems and airport runways are maintained, operational and in compliance with established specifications.

B. Be responsible for the testing of water and sewer systems in the Town of Battle Mountain.

C. Plan, organize and coordinate and direct the activities and programs of the Battle



Mountain Landfill, and ensure that the Battle Mountain Landfill is maintained, operational and in compliance with established state and federal regulations.

D. Implement and oversee recycling programs, review financial information and recommend rate structure for the Battle Mountain Landfill.

E. Oversee the Austin and Kingston Landfill programs by inspecting landfill sites, responding to complaints, recommending necessary changes in the landfill program, and reviewing landfill regulatory issues, contractors' activities regarding compliance with federal and state regulations.

F. Implement and oversee recycling programs, review financial information and recommend rate structures for the Austin and Kingston Landfills.

G. Be responsible for the appropriate care and maintenance of county owned or controlled public works equipment and facilities, and develop policies and procedures for maintenance and inventory of materials and supplies, including the implementation of loss control measures.

H. Plan, organize and oversee the parks and recreation activities and programs, including parks, ~~pools~~, golf course maintenance, ~~and Battle Mountain Civic Center~~, and cemeteries.

I. Ensure that parks and recreational facilities and cemeteries are maintained, operational and in compliance with established specifications.

J. Plan, organize, schedule and oversee paving of county roads and other capital projects; coordinate capital projects with project engineer, district attorney's office, county departments and other sources as required; recommend to the board of county commissioners and regional transportation board, if necessary, priority road and other capital projects.

K. Determine the need for repair and maintenance of existing public work facilities and equipment; recommend to the county commissioners when purchase of new equipment or construction of new facilities is indicated; consult with engineers and other sources as required.

L. Draft and update public works policies and procedures for review by the ~~executive director~~ *county manager*, board of county commissioners and regional transportation commission, if necessary, to meet program goals and objectives; develop and implement safety standards for the operation of public works equipment and for the construction and maintenance of public works projects; ensure that all employees in the public works are trained and adhere to safety standards.

M. Prepare ~~their~~ *his/her* respective departmental budgets for review and approval by the ~~executive director and~~ *board of* county commissioners; monitor and approve expenditures to ensure compliance with the approved budget and account for variances between projected and actual expenditures.

N. Hire, supervise and evaluate the performance of employees, recommend salary adjustments as needed; ensure employees are trained in their respective areas of responsibilities; investigate and resolve complaints and concerns regarding department services; and draft and update job descriptions.

O. Make written and oral presentations regarding public works services; and represent ~~their individual~~ *his/her* department and the county with other government agencies and in meetings with the public, as requested by ~~the executive director or~~ the *board of* county commissioners.

P. Develop, evaluate, and implement administrative policies and procedures to meet board of county commissioners goals and objectives; supervise and evaluate the performance of



county departments under the jurisdiction of the public works director; direct the establishment of administrative standards, goals, and objectives; coordinate the activities of county departments under the jurisdiction of the public works director to ensure timely, efficient, and effective delivery of programs and services.

Q. Select, direct, and evaluate appointed department heads and other staff; develop and take disciplinary action as authorized by the ~~executive director or~~ board of county commissioners with respect to employees under the jurisdiction of the ~~supervisor~~ *public works director*; develop and implement training programs to enhance the capabilities of staff and to improve the delivery of services; instruct and train staff under the jurisdiction of the ~~supervisor~~ *public works director*; hear, respond to, (and) supervise human resource functions and resolve employee problems, concerns, complaints, and grievances of employees under the supervision of the ~~supervisor~~ *public works director*, and administer discipline (as needed).

R. Analyze proposals and develop recommendations to the ~~executive director~~ *county manager* and board of county commissioners regarding policies, programs and services; analyze information pertaining to county services and operations including policies, programs, methods, budgets, staffing, organization, and capital needs; write reports and correspondence for government agencies, members of the community, and the board as directed.

S. With respect to the employees under the jurisdiction of the ~~supervisor~~ *public works director*, provide direction and support to staff; provide advice and consultation to the members of the board; investigate and resolve complaints and concerns regarding county programs, services, and facilities; act as liaison with other regional, state, and federal agencies on a broad range of matters.

T. Direct the purchasing of supplies, materials, and equipment for the departments under the jurisdiction of the ~~supervisor~~ *public works director*; administer all public buildings and property under the jurisdiction of the ~~supervisor~~ *public works director*; supervise all communications, and other ancillary services within his/her department.

U. With respect to the departments under the jurisdiction of the ~~supervisor~~ *public works director*, seek outside funding sources for capital and special projects, prepare and submit grant proposals to obtain funding for service programs. Ensure that all grant guidelines, reports and services are provided in compliance with funding source requirements.

*V. The public works director will give updates of reports, contracts, projects, etc. to the board of county commission, and provide any necessary day to day operational information to the county manage. The county manager will have authority over the public works director for day to day operations.*

#### **2.07.080**      **~~Reserved~~ Public works director – Departmental supervision.**

*The public works director shall:*

A. *Supervise the performance of departments within the public works division, within the limitations established by state law or the board of county commissioners, by directing the establishment of standards, goals and objectives for quality and quantity of departmental performance and the measure of the performance of individual departments against those standards and goals; assign projects and scrutinize departmental expenditures to assure that they are necessary and proper;*

B. *Evaluate all proposed departmental budgets, staffing levels and programs, within the*



public works division, and recommend those to the board of county commissioners that he/she feels should be approved or modified; periodically evaluate existing departmental budgets, staffing levels and programs and recommend changes to the board where they are indicated;

C. Evaluate departmental organization within the public works division on a continuing basis; subject to the limitations of state law or the directives of the board of county commissioners, initiate changes in interdepartmental organization, structure, duties or responsibilities when warranted, including authorizing the transfer of equipment between departments; authorize budgeted out-of-county travel and in-county business expense in accordance with rules and regulations prepared, based upon policies established by the board; recommend to the board of county commissioners the transfer of positions between departments within the public works division and consolidation or combining of county offices, departments, positions or units within the public works division;

D. Evaluate appointed department head performance within the public works division, under the direction of the board of county commissioners, and recommend compensation in accordance with demonstrated performance; confer with department heads as necessary to discuss any shortcomings noted and suggest remedial action;

E. Appoint qualified candidates to fill any vacancies occurring in a department head position with the public works division, subject to ratification by the county commissioners; transfer, discipline or dismiss appointed department heads, when appropriate, subject to ratification by the county commissioners; (all appointed department heads shall work at will for and report to the public works director);

F. When necessary or upon a department's request, assist department heads in solving problems which inhibit efficient operation within a department or create friction between departments and be responsible to the board of county commissioners for ensuring that coordination exists between and among the various county departments and offices;

G. Provide, under the direction of the board of county commissioners, management training and develop leadership qualities among department heads within the public works division, to build a county management team that can plan for and meet present and future challenges.

#### **2.07.090 Employment policies and practices.**

The ~~supervisor~~ public works director shall within the public works division:

A. Review all requests to fill permanent and limited-term personnel positions to assure that the position is required and that salary funds are available; authorize advanced step recruitment upon recommendations by department heads; authorize and control the use of extra help and payment for overtime within available funds;

B. Supervise the administration of employee relations, classifications, recruitment and selection, affirmative action and management, employee training, personnel policies and procedures and other performance programs.

#### **2.07.100 Public works ~~supervisors~~ director – General services.**

The public works ~~supervisors~~ director shall be responsible for and exercise supervision and control over services provided within their respective county departments of the public works division as follows:

A. Direct the purchasing of supplies, materials and equipment through the procedures established by the ~~executive director~~ county manager and the board of county commissioners and

the requirements of the Nevada Local Government Purchasing Act;

- B. Supervise the utilization of county vehicles and equipment;
- C. Supervise all support services.

**2.07.110 Public works ~~supervisors~~ director – Salary and benefits.**

The salary of the public works ~~supervisors~~ director shall be established by the board of county commissioners and be paid by the treasurer in the same manner as the salaries of the other county employees are paid. All benefits conferred upon other county management employees shall be granted to the public works ~~supervisors~~ director *unless a contract exists that dictates other terms in which case the contract is controlling.*

**SECTION 2.** This ordinance shall be effective on November 15, 2018

**Compliance with NRS 244.119.** Pursuant to the requirements of NRS 244.119, the Lander County Clerk is hereby directed to file three (3) copies in the office of the county clerk and two (2) copies of this ordinance with the Librarian of the Supreme Court Law Library.

PROPOSED on the 9<sup>TH</sup> day of August, 2018.


PROPOSED by Board Member Sean Bakker

PASSED on the 25<sup>TH</sup> day of October, 2018.

AYES: Commissioners Sean Bakker, Art Clark III, Patsy Waits, Doug Mills

NAYS: Commissioners Judie Allan


ABSENT: Commissioners None

By:   
Doug Mills, Chairperson

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

By:   
Theodore C. Herrera  
Lander County District Attorney

EXPLANATION – Matter in blue ***bolded italics*** is new; matter in red strikethrough ~~omitted material~~ is material to be omitted.



**SUMMARY:** AN ORDINANCE AMENDING TITLE 2, CHAPTER 07 OF THE LANDER COUNTY CODE DELETING REFERENCES TO SUPERVISORS AND DEFINING ALL MATTERS RELATING TO, AND TO MODIFY THE DUTIES AND POWERS OF THE PUBLIC WORKS DIRECTOR POSITION; AND OTHER RELATED MATTERS.

**TITLE:** AN ORDINANCE AMENDING TITLE 2, CHAPTER 07 OF THE LANDER COUNTY CODE DELETING REFERENCES TO SUPERVISORS AND DEFINING ALL MATTERS RELATING TO, AND TO MODIFY THE DUTIES AND POWERS OF THE PUBLIC WORKS DIRECTOR POSITION; AND OTHER MATTERS PROPERLY RELATED THERETO.

**THE BOARD OF COUNTY COMMISSIONERS OF THE  
COUNTY OF LANDER, NEVADA DO ORDAIN:**

**SECTION 1:** Lander County Code, Title 2, Chapter 07 is hereby amended to hereafter read as follows:

**Chapter 2.06**

**PUBLIC WORKS DIRECTOR**

**Sections:**

- 2.07.010 Purpose.
- 2.07.020 Public works ~~office~~ *director* – Generally.
- 2.07.030 Appointment – Qualifications – Removal from Office.
- 2.07.040 Limitations on appointment of former elected officer.
- 2.07.050 Administrative powers and duties.
- 2.07.060 Limitation on administrative powers and duties of county commissioners.
- 2.07.070 County administration.
- 2.07.080 ~~Reserved~~ *Public works director – Departmental supervision.*
- 2.07.090 Employment policies and practices.
- 2.07.100 Public works ~~supervisor~~ *director* – General services.
- 2.07.110 Public works ~~supervisors~~ *director* – Salary and benefits.

**2.07.010 Purpose.**

It is the intent of the board of county commissioners, in adopting this chapter, to create the position of Lander County public works ~~supervisor~~ *director* to provide the public works and recreation division of the Lander County government with ~~supervisors~~ *a director* who, under the direction of the ~~executive director~~ *board of county commissioners*, shall provide effective, centralized administration for such public works and recreation division and to define the duties, responsibilities, authority and qualifications thereof. *The county manager will have authority over public works director for day to day operations.*

**2.07.020 Public works ~~office~~ *director* – Generally.**

A. There shall be in the county a public works and recreation division, under *the* public works ~~supervisors~~ *director*, who shall be appointed by and serve at the pleasure of the ~~executive director~~ *board of county commissioners* and/or on such other contractual terms as may be agreed upon by the parties.

B. The public works ~~supervisors are~~ *director* is a public officers as classified by the Nevada Revised Statutes.

**2.07.030 Appointment – Qualifications – Removal from office.**

A. The public works ~~supervisors~~ *director* shall:

1. Be chosen upon the basis of any combination of training, education and experience that would provide the required knowledge, skills and abilities to perform the duties set forth in this chapter which would typically include, as an example, graduation from high school or equivalent with a minimum of ten years experience in ~~construction~~, road maintenance ~~and or~~ construction, or experience in water and sewer operations in a supervisory capacity for a minimum of five years. Possession of an Associate's degree with major course work in engineering or business administration is an advantage;

2. Be appointed by and serve at the pleasure of the ~~executive director~~ *board of county commissioners* and may be removed from office by a majority vote of the board of county commissioners. ~~A~~*The* public works ~~supervisor~~ *director* shall provide thirty days' notice to the county of his/her intent to resign from office;

3. Maintain residence within the county during his/her tenure in office.

B. The board of commissioners may contract with the ~~a the~~ public works ~~supervisor~~ *director* to receive severance pay. No severance shall be paid in the event of termination for good cause as defined in the county's policy manual *and/or contract if pertinent.*

**2.07.040 Limitations on appointment of former elected officer.**

No person who is or has been an elected officer of Lander County shall be appointed public works ~~supervisor~~ *director* unless he/she has been out of office for at least six months prior to the date of appointment.

**2.07.050 Administrative powers and duties.**

A. The public works ~~supervisors~~ *director* shall be the administrative officers of the public works division of the county and shall be responsible to the ~~executive director~~ *board of county*



*commissioners* for the proper and efficient administration of ~~their particular~~ *his/her* department. To this end, the public works ~~supervisors~~ *director* shall have those powers and duties set forth in this chapter and as reasonably implied therefrom and shall be authorized to assign or delegate the administration of these duties to any department or person under that public works ~~supervisor's~~ *director's* control, subject to the ~~executive director's~~ *lander county commissioners* instructions and any limitations imposed by law.

B. This declaration of powers and duties shall not be interpreted to authorize the public works ~~supervisors~~ *director* to manage or control performance of the duties of elected or appointed county officials whose duties and authority are expressly declared by statute or necessarily implied therefrom.

~~C. The public works supervisors shall have a division of responsibilities as may from time to time be determined by resolution of the county commissioners. The initial division of authority and duty shall be by departments as follows:~~

~~1 One supervisor shall be in charge of the Northern Road and Bridge department and the Battle Mountain airport. This supervisor shall be known as the Northern Road and Bridge Supervisor.~~

~~2 One supervisor shall be in charge of the Southern Road and Bridge department and the Kingston and Austin airports. This supervisor shall be known as the Southern Road and Bridge Supervisor.~~

~~3 One supervisor shall be in charge of the Battle Mountain Water and Sewer district, the recreation department, and the county's landfills and trash collection centers. This supervisor shall be known as the Public Works Supervisor.~~

#### **2.07.060 Limitation on administrative powers and duties of county commissioners.**

The board of county commissioners, by enactment of this chapter having delegated administrative responsibilities over certain county governmental activities to the public works ~~supervisors~~ *director*, shall not intervene or detract from this delegation without prior notification to the public works ~~supervisors~~ *director* from the board. No individual commissioner may give instructions or orders to any county employee. Orders or instructions shall be given by majority action of the board to the ~~executive director~~ *county manager* or public works ~~supervisors~~ *director* for implementation. This subsection shall not be interpreted to prevent any county commissioner from seeking and obtaining information about the functioning of county government from any employee.

#### **2.07.070 County administration.**

Within ~~their~~ *his/her* respective departments, the public works ~~supervisors~~ *director* shall:

A. Plan, organize, coordinate and direct the activities and programs of the Northern and Southern Road and Bridge departments and Town of Battle Mountain Water and Sewer department, known as the Public Works Department, and ensure that County roads, bridges, signs, drainage channels, water and sewer systems and airport runways are maintained, operational and in compliance with established specifications.

B. Be responsible for the testing of water and sewer systems in the Town of Battle Mountain.

C. Plan, organize and coordinate and direct the activities and programs of the Battle



Mountain Landfill, and ensure that the Battle Mountain Landfill is maintained, operational and in compliance with established state and federal regulations.

D. Implement and oversee recycling programs, review financial information and recommend rate structure for the Battle Mountain Landfill.

E. Oversee the Austin and Kingston Landfill programs by inspecting landfill sites, responding to complaints, recommending necessary changes in the landfill program, and reviewing landfill regulatory issues, contractors' activities regarding compliance with federal and state regulations.

F. Implement and oversee recycling programs, review financial information and recommend rate structures for the Austin and Kingston Landfills.

G. Be responsible for the appropriate care and maintenance of county owned or controlled public works equipment and facilities, and develop policies and procedures for maintenance and inventory of materials and supplies, including the implementation of loss control measures.

H. Plan, organize and oversee the parks and recreation activities and programs, including parks, ~~pools~~, golf course maintenance, ~~and Battle Mountain Civic Center~~, and cemeteries.

I. Ensure that parks and recreational facilities and cemeteries are maintained, operational and in compliance with established specifications.

J. Plan, organize, schedule and oversee paving of county roads and other capital projects; coordinate capital projects with project engineer, district attorney's office, county departments and other sources as required; recommend to the board of county commissioners and regional transportation board, if necessary, priority road and other capital projects.

K. Determine the need for repair and maintenance of existing public work facilities and equipment; recommend to the county commissioners when purchase of new equipment or construction of new facilities is indicated; consult with engineers and other sources as required.

L. Draft and update public works policies and procedures for review by the ~~executive director~~ *county manager*, board of county commissioners and regional transportation commission, if necessary, to meet program goals and objectives; develop and implement safety standards for the operation of public works equipment and for the construction and maintenance of public works projects; ensure that all employees in the public works are trained and adhere to safety standards.

M. Prepare ~~their~~ *his/her* respective departmental budgets for review and approval by the ~~executive director and board of~~ county commissioners; monitor and approve expenditures to ensure compliance with the approved budget and account for variances between projected and actual expenditures.

N. Hire, supervise and evaluate the performance of employees, recommend salary adjustments as needed; ensure employees are trained in their respective areas of responsibilities; investigate and resolve complaints and concerns regarding department services; and draft and update job descriptions.

O. Make written and oral presentations regarding public works services; and represent ~~their individual~~ *his/her* department and the county with other government agencies and in meetings with the public, as requested by ~~the executive director or~~ the *board of* county commissioners.

P. Develop, evaluate, and implement administrative policies and procedures to meet board of county commissioners goals and objectives; supervise and evaluate the performance of



county departments under the jurisdiction of the public works director; direct the establishment of administrative standards, goals, and objectives; coordinate the activities of county departments under the jurisdiction of the public works director to ensure timely, efficient, and effective delivery of programs and services.

Q. Select, direct, and evaluate appointed department heads and other staff; develop and take disciplinary action as authorized by the ~~executive director or~~ board of county commissioners with respect to employees under the jurisdiction of the ~~supervisor~~ *public works director*; develop and implement training programs to enhance the capabilities of staff and to improve the delivery of services; instruct and train staff under the jurisdiction of the ~~supervisor~~ *public works director*; hear, respond to, (and) supervise human resource functions and resolve employee problems, concerns, complaints, and grievances of employees under the supervision of the ~~supervisor~~ *public works director*, and administer discipline (as needed).

R. Analyze proposals and develop recommendations to the ~~executive director~~ *county manager* and board of county commissioners regarding policies, programs and services; analyze information pertaining to county services and operations including policies, programs, methods, budgets, staffing, organization, and capital needs; write reports and correspondence for government agencies, members of the community, and the board as directed.

S. With respect to the employees under the jurisdiction of the ~~supervisor~~ *public works director*, provide direction and support to staff; provide advice and consultation to the members of the board; investigate and resolve complaints and concerns regarding county programs, services, and facilities; act as liaison with other regional, state, and federal agencies on a broad range of matters.

T. Direct the purchasing of supplies, materials, and equipment for the departments under the jurisdiction of the ~~supervisor~~ *public works director*; administer all public buildings and property under the jurisdiction of the ~~supervisor~~ *public works director*; supervise all communications, and other ancillary services within his/her department.

U. With respect to the departments under the jurisdiction of the ~~supervisor~~ *public works director*, seek outside funding sources for capital and special projects, prepare and submit grant proposals to obtain funding for service programs. Ensure that all grant guidelines, reports and services are provided in compliance with funding source requirements.

*V. The public works director will give updates of reports, contracts, projects, etc. to the board of county commission, and provide any necessary day to day operational information to the county manager. The county manager will have authority over the public works director for day to day operations.*

#### **2.07.080** ~~Reserved~~ *Public works director – Departmental supervision.*

*The public works director shall:*

A. *Supervise the performance of departments within the public works division, within the limitations established by state law or the board of county commissioners, by directing the establishment of standards, goals and objectives for quality and quantity of departmental performance and the measure of the performance of individual departments against those standards and goals; assign projects and scrutinize departmental expenditures to assure that they are necessary and proper;*

B. *Evaluate all proposed departmental budgets, staffing levels and programs, within the*



public works division, and recommend those to the board of county commissioners that he/she feels should be approved or modified; periodically evaluate existing departmental budgets, staffing levels and programs and recommend changes to the board where they are indicated;

C. Evaluate departmental organization within the public works division on a continuing basis; subject to the limitations of state law or the directives of the board of county commissioners, initiate changes in interdepartmental organization, structure, duties or responsibilities when warranted, including authorizing the transfer of equipment between departments; authorize budgeted out-of-county travel and in-county business expense in accordance with rules and regulations prepared, based upon policies established by the board; recommend to the board of county commissioners the transfer of positions between departments within the public works division and consolidation or combining of county offices, departments, positions or units within the public works division;

D. Evaluate appointed department head performance within the public works division, under the direction of the board of county commissioners, and recommend compensation in accordance with demonstrated performance; confer with department heads as necessary to discuss any shortcomings noted and suggest remedial action;

E. Appoint qualified candidates to fill any vacancies occurring in a department head position with the public works division, subject to ratification by the county commissioners; transfer, discipline or dismiss appointed department heads, when appropriate, subject to ratification by the county commissioners; (all appointed department heads shall work at will for and report to the public works director);

F. When necessary or upon a department's request, assist department heads in solving problems which inhibit efficient operation within a department or create friction between departments and be responsible to the board of county commissioners for ensuring that coordination exists between and among the various county departments and offices;

G. Provide, under the direction of the board of county commissioners, management training and develop leadership qualities among department heads within the public works division, to build a county management team that can plan for and meet present and future challenges.

#### **2.07.090 Employment policies and practices.**

The ~~supervisor~~ public works director shall within the public works division:

A. Review all requests to fill permanent and limited-term personnel positions to assure that the position is required and that salary funds are available; authorize advanced step recruitment upon recommendations by department heads; authorize and control the use of extra help and payment for overtime within available funds;

B. Supervise the administration of employee relations, classifications, recruitment and selection, affirmative action and management, employee training, personnel policies and procedures and other performance programs.

#### **2.07.100 Public works ~~supervisors~~ director – General services.**

The public works ~~supervisors~~ director shall be responsible for and exercise supervision and control over services provided within their respective county departments of the public works division as follows:

A. Direct the purchasing of supplies, materials and equipment through the procedures established by the ~~executive director~~ county manager and the board of county commissioners and

the requirements of the Nevada Local Government Purchasing Act;

- B. Supervise the utilization of county vehicles and equipment;
- C. Supervise all support services.

**2.07.110 Public works ~~supervisors~~ director – Salary and benefits.**

The salary of the public works ~~supervisors~~ director shall be established by the board of county commissioners and be paid by the treasurer in the same manner as the salaries of the other county employees are paid. All benefits conferred upon other county management employees shall be granted to the public works ~~supervisors~~ director *unless a contract exists that dictates other terms in which case the contract is controlling.*

**SECTION 2.** This ordinance shall be effective on \_\_\_\_\_, 2018

**Compliance with NRS 244.119.** Pursuant to the requirements of NRS 244.119, the Lander County Clerk is hereby directed to file three (3) copies in the office of the county clerk and two (2) copies of this ordinance with the Librarian of the Supreme Court Law Library.

PROPOSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

PROPOSED by Board Member \_\_\_\_\_

PASSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

AYES: Commissioners \_\_\_\_\_

NAYS: Commissioners \_\_\_\_\_

ABSENT: Commissioners \_\_\_\_\_

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

**ATTEST:**

By: \_\_\_\_\_  
Sadie Sullivan, County Clerk and Ex-Officio  
Clerk of the Board of Commissioners of Lander  
County, Nevada

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Theodore C. Herrera  
Lander County District Attorney

EXPLANATION – Matter in blue ***bolded italics*** is new; matter in red strikethrough ~~omitted material~~ is material to be omitted.

## LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number \_\_3\_\_

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

Public Hearing and discussion and possible action to approve/disapprove the passage of Ordinance 2018-05, amending Title 5, Chapter 020 of the Lander County Code to include various marijuana facilities to be fingerprinted for local business licenses, and all other matters properly related thereto.

Public Comment:

Background: Ordinance 2018-05 attached. Public Notice advertisement is the beginning material for agenda item 1.

Recommended Action: Approval of Ordinance 2018-05



**DOC #: 288564**

10/30/2018 04:05 PM Page: 1 of 3

**OFFICIAL RECORD**

Requested By:  
LANDER COUNTY CLERK

Lander County, NV  
Lesley Bunch, Recorder

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

**RECORDING REQUESTED BY:**



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

**ADDRESS:** 50 STATE ROUTE 305

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

**ORDINANCE NO. 2018-05**

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 020 OF THE  
LANDER COUNTY CODE TO INCLUDE VARIOUS MARIJUANA  
FACILITIES TO BE FINGER PRINTED FOR LOCAL BUSINESS LICENSES;  
AND OTHER MATTERS PROPERLY RELATED THERETO.**

**ITEM #3**

**COMMISSION MEETING OF OCTOBER 25, 2018**

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

This cover page must be typed or printed



**SUMMARY:** AN ORDINANCE AMENDING TITLE 5 CHAPTER 020 OF THE LANDER COUNTY CODE TO INCLUDE VARIOUS MARIJUANA FACILITIES TO BE FINGER PRINTED FOR LOCAL BUSINESS LICENSES; AND OTHER RELATED MATTERS.

**TITLE:** AN ORDINANCE AMENDING TITLE 5 CHAPTER 020 OF THE LANDER COUNTY CODE TO INCLUDE VARIOUS MARIJUANA FACILITIES TO BE FINGER PRINTED FOR LOCAL BUSINESS LICENSES; AND OTHER MATTERS PROPERLY RELATED THERETO.

**THE BOARD OF COUNTY COMMISSIONERS OF THE  
COUNTY OF LANDER, NEVADA DO ORDAIN:**

**SECTION 1: Amendments.** The Lander County Code Chapter 5.20 is amended in the following manner:

**5.20.030 Background investigation of applicant for license or work permit.**

- G. 12. Teenage dance, teenage dance hall, teenage nightclub license;  
13. *Marijuana retail cultivation, medical cultivation, retail production, medical production.*

**SECTION 2: Reenactments.** All other provisions of Lander County Code Chapter 5.20 is reenacted without change.

**Compliance with NRS 244.119.** Pursuant to the requirements of NRS 244.119, the Lander County Clerk is hereby directed to file three (3) copies in the office of the county clerk and two (2) copies of this ordinance with the Librarian of the Supreme Court Law Library.

PROPOSED on the 23<sup>RD</sup> day of AUGUST, 2018.

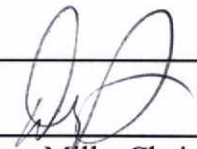
PROPOSED by Board Member Patsy Waits

PASSED on the 25<sup>TH</sup> day of October, 2018.

AYES: Commissioners Sean Bakker, Art Clark III, Patsy Waits, Doug Mills

NAYS: Commissioners Judie Allan

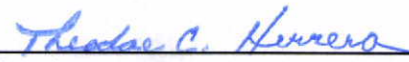
ABSENT: Commissioners None

By:   
Doug Mills, Chairperson

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

By:   
Theodore C. Herrera  
Lander County District Attorney

EXPLANATION – Matter in blue ***bolded italics*** is new; matter in red strikethrough ~~omitted material~~ is material to be omitted.

SUMMARY: AN ORDINANCE AMENDING TITLE 5 CHAPTER 020 OF THE LANDER COUNTY CODE TO INCLUDE VARIOUS MARIJUANA FACILITIES TO BE FINGER PRINTED FOR LOCAL BUSINESS LICENSES; AND OTHER RELATED MATTERS.

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PROPOSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

PROPOSED by Board Member \_\_\_\_\_

PASSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

AYES: Commissioners\_\_\_\_\_

NAYS: Commissioners\_\_\_\_\_

ABSENT: Commissioners\_\_\_\_\_

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

**ATTEST:**

By: \_\_\_\_\_  
Sadie Sullivan, County Clerk and Ex-Officio  
Clerk of the Board of Commissioners of Lander  
County, Nevada

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Theodore C. Herrera  
Lander County District Attorney

EXPLANATION – Matter in blue ***bolded italics*** is new; matter in red strikethrough ~~omitted material~~ is material to be omitted.



LANDER COUNTY COMMISSIONERS MEETING  
10/11/2018

Agenda Item Number \_\_4\_\_

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

Discussion only for a progress report given by Lisa Taylor regarding the UNCE- Lander County Cooperative Extension, and all other matters properly related thereto.

Public Comment:

Background: Lander County Cooperative Extension Stakeholder Report Spring & Summer, 2018 attached-  
Power Point will be presented at the meeting.

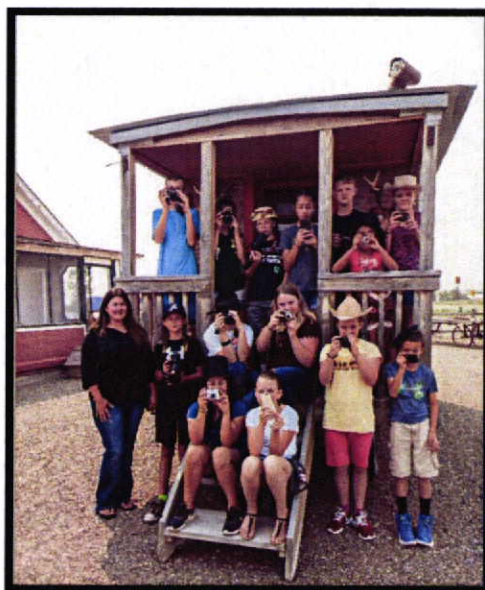
Recommended Action: This is a non-action item.



## University of Nevada Cooperative Extension

**Lander County Cooperative Extension**  
815 N. 2nd Street  
Battle Mountain, NV 89820  
[www.unce.unr.edu/counties/lander](http://www.unce.unr.edu/counties/lander)  
775-635-5565 (o) 775-635-8309 (f)

University of Nevada Cooperative Extension (UNCE) is the University – Lander County partnership that puts university research to work in our county's rural settings; on public rangelands; in schools; on family farms and ranches; and in our homes, workplaces and communities. Cooperative Extension assists the County and its citizens in community engagement, providing youth development activities, assisting agricultural producers in farm and range management, providing best management practices to protect our precious natural resources, providing educational programming for improved health and nutrition and preparing our youth with life skills for use in their future career, community, and family activities. In 2018, significant program activities in the county included 4-H youth development; agriculture; exercise, food and nutrition; and horticulture research and programming.



**4-H Youth Development.** Charlene Fetterly, the Lander County Community Based Instructor II, provided leadership working with both youth and volunteers to offer a variety of nontraditional programs including Battle Mountain after-school programming, summer Battle Mountain 4-H Youth Photography Camp with 14 participants held at the Cookhouse Museum, and traditional clubs addressing interests such as shooting sports, fiber arts, small animal, large livestock, photography, and advanced beginning and Lego Robotics, among others.

She is a statewide trainer for the Youth for the Quality Care of Animals program and serves on the Nevada 4-H Livestock Committee that is planning important aspects of the 2019 4-H Expo to be held in Winnemucca, Nevada mid-September of 2019.

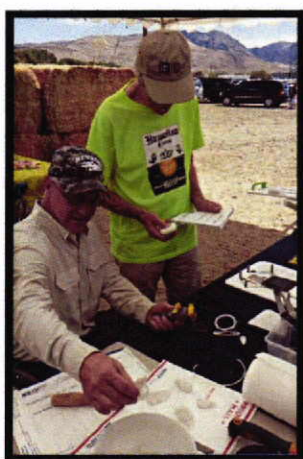


## Lander County 4-H Events and Education

- Battle Mountain Afterschool
- Battle Mountain 4-H Youth Photography Celebration
- Eureka and Tri-county Fairs
- Battle Mountain Club officer leadership training
- Large/small animal workshops
- Northern/Central 4-H Camp
- Club and County Achievement Recognition
- Nevada Youth for Quality Care of Animals Program



- Nevada Livestock Judging, Skill-a-thon and Quiz Bowl Contests



**Agriculture.** Informing producers, their families, and veterans about assistive technology, tools, and services that can help in their agricultural business and production activities is a primary emphasis that has been initiated with the UNR Center for Excellence in Disabilities and the Nevada Small Business Development Center's **Boots for Business** program for Nevada Veterans. As well, efforts continue to help access resources and training for producers to increase the profitability of their operations through the **Cattleman's Update** and **Nevada Agricultural Risk Management** programs. They assist producers through education about monitoring impacts of drought conditions, using market cattle trends, and updates on critical issues such as Humboldt River Basin Watershed updates.

**Health and Nutrition.** **Seniors Eating Well** is an 8-week lesson series that will be complete on Monday, 9/24/2018 with 11 seniors participating every Monday at the Battle Mountain Senior Center. The goals of the program were to reinforce healthy eating habits and lifestyles, preventing chronic diseases and saving health-care costs for the entire community. The **Stay Strong Stay Healthy** exercise program is targeted to be provided for seniors in two Lander County locations as a result of a statewide Extension grant funded program. This program's goals are preventing falls and building strength.

**Horticulture.** Lander County residents' questions on garden pests, irrigation, tree issues, and weed concerns have made up the majority of horticulture assessments and education so far in 2018. The **Grow Your Own** series provided horticultural and gardening information to homeowners who desire to become successful backyard food producers in Nevada's unique high-desert climate. More than 40 citizens have already participated in Lander County classes to date in 2018.

### Upcoming programs in the next quarter:

Sept. 25, Oct. 2	Grow Your Own - Cover Crops for Home Gardeners & Fruit Tree Selection
Oct. 4	Lander County 4-H Record Books Due
Nov. 13	Lander County 4-H Achievement Program
Nov. 19	Recognizing and Reporting Child Abuse and Neglect Class

University of Nevada Cooperative Extension is the unit of the University of Nevada, Reno that is engaged in Nevada communities, presenting research-based knowledge to address critical community needs. It is a county-state-federal partnership providing practical education to people, businesses and communities. For more information on its programs, visit [www.unce.unr.edu](http://www.unce.unr.edu). The University of Nevada, Reno is an Equal Employment Opportunity/Affirmative Action employer and does not discriminate on the basis of race, color, religion, sex, age, creed, national origin, veteran status, physical or mental disability, sexual orientation, genetic information, gender identity, or gender expression in any program or activity it operates. The University of Nevada employs only United States citizens and aliens lawfully authorized to work in the United States.





## University of Nevada Cooperative Extension

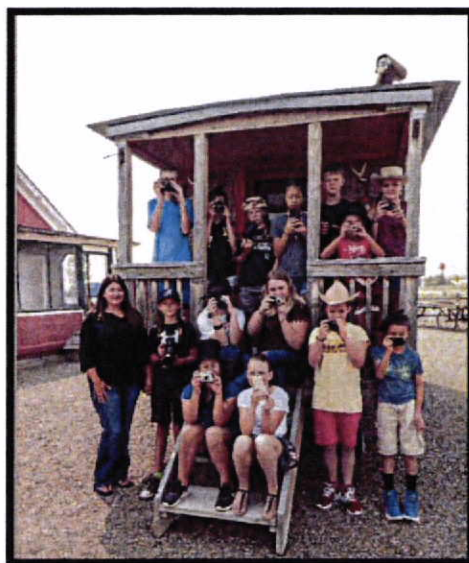
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## LANDER COUNTY COOPERATIVE EXTENSION STAKEHOLDER REPORT SPRING & SUMMER, 2018

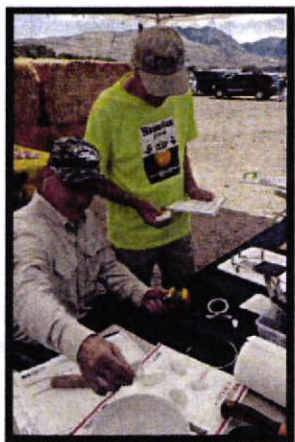


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### Upcoming programs in the next quarter:

- |                  |   |
|------------------|---|
| Sept. 25, Oct. 2 | Grow Your Own - Cover Crops for Home Gardeners & Fruit Tree Selection |
| Oct. 4           | Lander County 4-H Record Books Due                                    |
| Oct. 15          | Stay Strong Stay Healthy – 8-week Exercise Series                     |
| Nov. 19          | Recognizing and Reporting Child Abuse and Neglect Class               |
| Nov. 19          | Seniors Eating Well – 8-Week Nutrition Series                         |

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## LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number \_\_5\_\_

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

Discussion and possible action to make an exception to the Lander County Credit Card Policy and to approve/disapprove issuing a county credit card for Lisa Taylor with UNCE- Lander County Cooperative Extension, and all other matters properly related thereto.

Public Comment:

Background: Credit Card Policy attached.

Recommended Action: Approve/disapprove a Lander County Credit card for Lisa Taylor.



**Policy and Procedures**  
**County Credit Card/Charge Account Use and Accountability**

1. **Authorization-** The County must order credit card and use limit from financial institution. Notification shall be given to the County Manager for issuance and dollar limit.
2. **Use Agreement-** Before card(s) may be activated a signed acknowledgment must be obtained that user agrees and understands the procedures governing use and retention of ability to use County resources.
3. **Restricted Use-** The use of County credit card or charge account is subject to the following restrictions:
  - No one except someone that has signed an agreement of use from the County for credit cards/charge accounts will be permitted to use County credit cards or charge accounts.
  - Only the individual with their name on the face of the card can authorize the use of that credit card/charge account.
  - Each expense charged must be accompanied by the itemized receipt.
  - Documentation of each expense should be received as soon as possible, but no later than 10 business days from the date the department receives their statement.
  - If a position is terminated documentation must be received within 2 business days for all expenses.
  - No cash advances will be permitted on any County credit cards.
  - County resources are to be used for the business purposes of the County. Disciplinary action may be taken when applicable for violations of the aforementioned rules.
  - Any expense of more than \$1500.00, with the exception of travel, training and per diem, will have a purchase order with backup turned into the finance department.
4. **Credit Cards/Charge accounts will be used for Lander County purchasing only.**

# Lander County Board of Commissioners



## **LANDER COUNTY CREDIT CARD/ CHARGE ACCOUNT AGREEMENT**

To be completed prior to receipt of a Lander County credit card for new user or to be completed by existing users who presently have a Lander County credit card in their possession.

I, \_\_\_\_\_, agree to the following regarding my use of a Lander County credit card/charge account.

1. I understand that I am being entrusted with a Lander County credit card/Charge Account and will be making financial commitments on behalf of Lander County and will strive to obtain the best purchase value for Lander County when using the credit card/Charge Account. I understand public record laws apply to credit card/charge account purchases.

2. I have received a copy of the **Lander County Travel Policy** and agree to comply with this policy. I have read, and I understand this document, and understand the requirements for using the County credit card/charge account.

3. I will not let anyone else, unless authorized by me, to use the Lander County credit card/charge account that which has been issued to me.

4. I understand that the credit card/charge account may be used only for budgeted and authorized purchases on behalf of Lander County. **I agree that under no circumstances will I use the credit card/charge account to make personal purchases, either for myself or for others.**

5. I understand that purchases made on behalf of Lander County with my credit card/charge account will be considered made by me and it will be my responsibility to account for the transactions.

6. I am responsible for the safekeeping of the credit card. If it is lost, I will immediately notify the County Manager.

7. I will follow the procedures established by the County for using the credit card including timely reconciliation of the statements, and submitting the statement with all receipts incurred to the Administrative Office.

8. I understand any purchases over \$1500.00, with the exception of travel, training and per diem, I will get a purchase order with backup turned into the finance department.

9. I agree that upon separation, I will return my credit card to Lander County and comply with the timely reporting requirements.

County Department: \_\_\_\_\_

Elected Official or Employee's Legal Name: \_\_\_\_\_

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

Credit Card Account Number: \_\_\_\_\_ Issue Date: \_\_\_\_\_

Witness \_\_\_\_\_

50 State Route 305 < > Battle Mountain NV 89820  
Phone: (775) 635-2573 < > Fax: (775) 635-5332

## LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number \_\_6\_\_

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

Discussion and possible action to make an exception to the Lander County Credit Card Policy and to approve/disapprove authorizing a county credit card for Paula Tomera with Lander County Convention and Tourism, and all other matters properly related thereto.

Public Comment:

Background: Credit card policy provided in agenda item 5

Recommended Action: Approve/disapprove a credit card for Paula Tomera



LANDER COUNTY COMMISSIONERS MEETING  
10/26/2017

Agenda Item Number \_\_7\_\_

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

Discussion and possible action to approve/disapprove the Battle Mountain Chamber of Commerce Parade of Lights to be held on December 1, 2018 which route includes starting at 6:00 p.m. at Etcheverrys Foodtown at 424 E. Front Street, turning left on Broad Street and heading onto West Humboldt passing through the Battle Mountain General Hospital's main entrance parking lot then onto 6<sup>th</sup> Street and ending at the Civic Center at 625 S. Broad Street. The commission must approve/disapprove the signing of the "Agencies Checkoff and Notification List for Temporary Right-of-Way Occupancy Permit Application" submitted to the Nevada Department of Transportation and to approve/disapprove the Parade of Lights to proceed on Lander County Roads as outlined above, and all other matters properly related thereto.

Public Comment:

Background: Permit application is attached.

Recommended Action: Approval of the application of the Temporary Occupancy of Nevada Department of Transportation Right-of-Way on December 2, 2017 for the Battle Mountain Chamber of Commerce Parade of Lights, and all other matters properly related thereto.

# AGENDA REQUEST FORM



COMMISSIONER MEETING DATE: \_\_\_\_\_

NAME Dawn McCarty REPRESENTING: Battle Mountain Chamber of Commerce

ADDRESS: 625 S. Broad St. Battle Mountain NV

PHONE(H): 775 635 8245 (W): Same (FAX): N/A

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 775 635 8245 8am-5pm Mon-Fri

WHO WILL BE ATTENDING THE MEETING Dawn McCarty  
JOB TITLE Executive Director

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Parade Route Approval for Parade of Lights Dec 1, 2018

BACKGROUND INFORMATION A parade that has kicked off the Holiday Season for the last 10+ years in Battle Mountain

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? Approve the requested parade route

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

AMOUNT: N/A

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

WHEN? Oct 26, 2017

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

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

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

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

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

Dawn McCarty DATE Oct 11, 2018

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

# TEMPORARY

Milepost _____	District _____
District Permit No.: _____	
Applicant: _____	
Type of Activity: _____	
_____	
FOR DEPARTMENT USE ONLY	

**APPLICATION AND PERMIT FOR TEMPORARY OCCUPANCY OF  
NEVADA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY**  
(Under the provisions of NRS 408.423 and 408.210)

1. Location where event and/or occupancy is proposed:

SR 304, SR 305

Local name of highway

Street address or nearest cross street

between Milepost

and Milepost

2. Describe in detail the event, number of participants, proposed route, scheduled dates and time of event. Attach plans and/or drawings of proposed route.

The Battle Mountain Chamber of Commerce Parade of Lights. Starting time will be 6pm at Etchumys Farm at 424 E Front Street, turn left on Broad Street and head onto West Humboldt, passing through the General Hospital main entrance / parking lot then onto 1st Street and will end at the Civic Center @ 625 S Broad Street on December 1, 2018 at 645pm. There should be no more than 35 participants and will be held immediately following the last entrant.

**EVENT DATES:** December 1, 2018

3. **SPECIFIC TERMS AND CONDITIONS APPURTENANT TO THIS PERMIT ARE LISTED ON PAGE 2.**
4. **THE PERMIT SHALL BE SIGNED AND RETURNED TO THE DISTRICT OFFICE.**

Dawn M. Clary  
Name of PERMITTEE

Signature of PERMITTEE or Authorized Agent

625 S Broad St.  
Address

Exec. Director 775 6358245  
Title Telephone/Fax

Battle Mountain NV 89820  
City, State, Zip

Oct 11, 2018  
Date of Application



District Permit No.: \_\_\_\_\_ **ADDITIONAL TERMS AND CONDITIONS**

1. The permit shall be signed by **PERMITTEE** on Page 1 and returned to the District Office. The permit shall not be valid until the **SIGNED** original permit has been received by the District Office.
2. This temporary permit expires upon completion of the event.
3. The temporary Right-of-Way Occupancy Permit, or a conformed copy, shall be kept at the site of the event and must be shown to any representative of the Department of Transportation or any law enforcement officer on demand. **THE EVENT SHALL BE SUSPENDED IF THE PRMIT IS NOT AT THE SITE AS PROVIDED.**
4. The **PERMITTEE**, in addition to obtaining the temporary Right-of-Way Occupancy Permit, must also obtain any and all other permits required by State law or local ordinances.
5. The **PERMITTEE** agrees to indemnify and save harmless the State of Nevada and its officers, agents and employees against any and all liability, loss, damage, cost and expense which it or they may incur, suffer, or be required to pay by reason of death, disease, or bodily injury to any person or persons, or injury to, destruction of, or loss of use of any property including property belonging to the State of Nevada, arising out of or incident to activities contemplated by this permit and proximately caused, in whole or in part, by any act or omission of the **PERMITTEE**, or its contractors, agents or the employees of any one or all of them **OR BY THE OFFICERS, AGENTS OR EMPLOYEES OF THE STATE OF NEVADA**, unless it is established by the **PERMITTEE** that the proximate cause was the willful misconduct or gross negligence of the officers, agents or employees of the State of Nevada.
6. **This application must have the following signatures of approval before being processed by the District Office:**

*Please See Attached*

Nevada Highway Patrol

Sheriff/Police

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**Special Conditions/Requirements or other comments (i.e., escorts, traffic control, contact area supervisor, or N/A):**

**Special Conditions/Requirements or other comments (i.e., escorts, traffic control, contact area supervisor, or N/A):**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Reviewed by: \_\_\_\_\_  
 District Traffic Office

This temporary Right-of-Way Occupancy permit is granted to the **PERMITTEE** in accordance with the provisions of Chapter 408 NRS and subject to the terms and conditions stipulated to perform the work described.

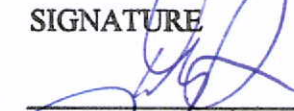
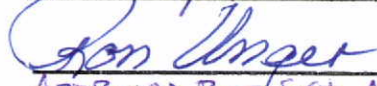

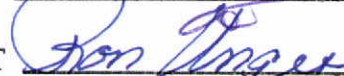
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

STATE OF NEVADA, DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_  
 Director or District Engineer

AGENCIES CHECKOFF AND NOTIFICATION LIST FOR  
TEMPORARY RIGHT-OF-WAY OCCUPANCY PERMIT APPLICATION

*Downmccleary  
parade of lights*  
Applicant Ballum Chamber Milepost No. SR 304, SR 305  
Date of Application Oct 11, 2018 District Permit No. \_\_\_\_\_

	SIGNATURE	DATE
● LANDER COUNTY COMMISSIONERS		<u>10-25-18</u>
● LANDER COUNTY SHERIFF		<u>10-11-18</u>
● NEVADA HIGHWAY PATROL	Approved By <u>Sgt. ATEN By Pitane</u>  const clerk	<u>10-12-18</u>
● LANDER COUNTY FIRE DEPARTMENT		<u>10-11-18</u>

The PERMIT APPLICANT, in addition to obtaining the above required signatures, must obtain any and all other permits required by State Law or local ordinance.

## LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

- c. During any clearing, grubbing, grading, or blasting in proximity to Railroad which, in the opinion of Railroad's representative, may endanger Railroad facilities or operations.
- d. During any operations when, in the opinion of Railroad's representative, Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.

(d) Work by Railroad Company. The Railroad will rearrange its telephone, telegraph and signal lines and appurtenances, and will make all track changes and will perform any other work in connection there with.

Any work by Railroad will be done by its own forces and is not a part of the work under this contract.

(e) Legal Relations. The provisions of this subsection, "Relations with Railroads," and the provisions of the following subsection, "Railroad Protective Insurance," shall inure directly to the benefit of the Railroad.

(f) Agreement. The Contractor is responsible for obtaining, completing and submitting the "APPLICATION FOR RIGHT OF ENTRY" which is available on the Internet at [www.uprr.com](http://www.uprr.com). This application, along with an application fee and certificates of insurance, must be completed and submitted as soon as possible to the UPRR (Union Pacific Railroad Company) representative listed in the Special Provisions. Once received by UPRR it will be processed and a "CONTRACTORS RIGHT OF ENTRY AGREEMENT" will be prepared by UPRR and mailed back to the Contractor. The Contractor must sign this agreement and return it, along with a check (if required) to cover the Railroad's administrative fee, to UPRR for final execution. Only after the Contractor has received the fully executed "CONTRACTORS RIGHT OF ENTRY AGREEMENT" will he be allowed to begin work within the Railroad right-of-way. As this process can take up to 8 weeks, the Contractor must submit the application to UPRR as soon as possible.

**107.09 Liability Insurance.** (a) Insurance Requirements for Contractors. Do not commence any work or allow any subcontractor to commence any work under this contract until obtaining all insurance and bonds as required. Maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Consider full compensation for the cost of premiums on the insurance described herein as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.

1. Minimum Scope of Insurance. Obtain and maintain in force for the full period of this contract:

- a. Worker's Compensation Insurance.
- b. Insurance Services Office Commercial General Liability Insurance Form or its equivalent.
- c. Auto Liability Insurance, code 1, "any auto."
- d. Excess Liability Insurance (Umbrella Form or Following Form Excess where necessary to meet the required minimum amounts of coverage).
- e. Whenever construction operations covered under said contract are to be performed upon or in proximity to railroad property, provide public liability and property damage insurance for limits of coverage not less than required by the railroad.

2. Minimum Limits of Insurance. Maintain limits no less than:

- a. Commercial General Liability. \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate for bodily injury, property damage, including but not limited to personal injury, sickness, disease or death or damage to or destruction of the property of persons arising directly or indirectly out of or in connection with the performance of work under this contract.
- b. Automobile Liability. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- c. Worker's Compensation Insurance. Obtain worker's compensation insurance according to NRS Chapters 616 and 617 for employees engaged on or at the site of the project.



In the event any class of employee engaged in any work under this contract or at the site of the project is not protected under the State of Nevada Industrial Insurance Act, then provide and cause each subcontractor to provide adequate insurance coverage in a form and by an insurance carrier satisfactory to the State of Nevada for the protection of such employees. The insurance company shall agree to waive all rights of subrogation against the State of Nevada, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the named insured for the State of Nevada.

3. Deductibles and Self-Insured Retentions. Declare any deductibles or self-insured retentions to and receive approval by the State of Nevada. At the option of the State, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State of Nevada, Department of Transportation, its officers, officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claims administration and defense expenses.

4. Other Insurance Provisions. The policies are to contain or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages:

(1) The Nevada Department of Transportation, its officers, officials, employees, consultants, and volunteers are to be covered as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Nevada Department of Transportation, its officers, officials, employees, consultants, or volunteers.

(2) The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Nevada Department of Transportation, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Nevada Department of Transportation, its officers, officials, employees, or volunteers.

(4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) The insurance companies shall immediately notify the Nevada Department of Transportation if, at any time during the term of the contract, the limits of the General Liability, or Excess Liability, including Aggregate Limits, as described on the certificates, have been impaired by more than 10% of the limits indicated for each policy.

(6) The insurance companies that provide Commercial General Liability coverage and/or Automobile Liability coverage shall waive their rights of subrogation against the additional insured.

b. All Coverages:

(1) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior notice given to the State of Nevada, Department of Transportation.

(2) Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's total responsibility for payment of claims arising in whole or in part from the actions of a third party when such actions might be taken as a result of the Contractor's operations under this contract.

(3) The Nevada Department of Transportation is not liable for the payment of any deductibles or assessments on any insurance policies purchased by the Contractor.

5. Acceptability of Insurers. Insurance is to be placed with insurers with a rating from the current issue of Best's Key Rating Guide of no less than A-VII. The carrier shall have a home office in the United States. Lloyd's of London is the sole exception to the requirements of Best's Rating, financial size and home office location.

Allen Rd.

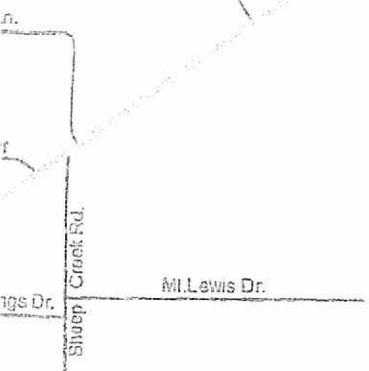
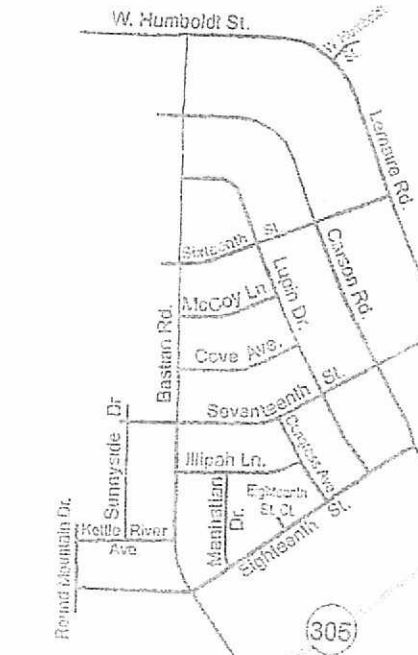
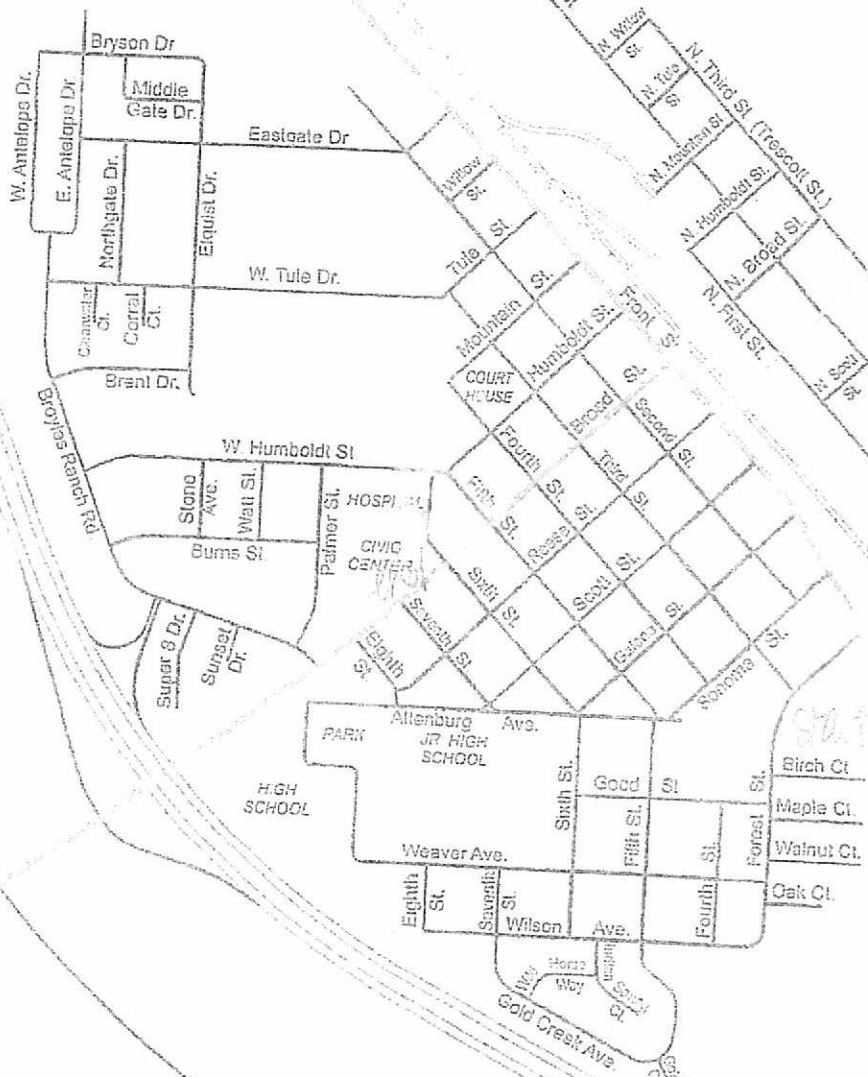
UNION PACIFIC RAILROAD

BATTLE MOUNTAIN  
INDIAN COLONY

Mountain View Dr.  
Cedar Way

Animal Shelter Rd.

806



BATTLE MOUNTAIN



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Jodene M Moore Insurance N Moore, LLC 175 S. Scott St Battle Mtn NV 89820	<b>CONTACT</b> NAME: Jodi Moore PHONE (A/C, No, Ext): 775 635 2426 E-MAIL: jmoore8@farmersagent.com ADDRESS: _____ INSURER(S) AFFORDING COVERAGE: _____ NAIC #: _____ INSURER A: Gateway Insurance INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
<b>INSURED</b> Battle Mtn. Chamber of Commerce 625 S. Broad St Battle Mtn. NV 89820	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		NBP1554278B	05/03/2018	05/03/2019	EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$ 2,000,000
	POLICY PROJECT LOC					PRODUCTS - COM/CP AGG \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED RETENTIONS					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

December 1, 2018 Parade of Lights SR304-SR305

## CERTIFICATE HOLDER

## CANCELLATION

Lander County	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2010/05)

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Clear All



LANDER COUNTY COMMISSIONERS MEETING  
10/25/2018

Agenda Item Number \_\_8\_\_

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

Discussion and possible action regarding an appeal by Gary Campbell from the Planning Commission decision that gave Pure Growers, LLC a Special Use Permit by application on 905 Allen Road, Battle Mountain, Nevada, APN 010-260-29 for the purpose of medical and recreational marijuana cultivation and production facilities, and all other matters properly related thereto.

Public Comment:

**Background:** The applicant is requesting a review and repeal of the approval by the Planning Commission for Pure Growers, LLC Special Use Permit to operate a medical/recreational marijuana cultivation and production facility on a parcel zoned A-3. This item was heard and approved in a regular scheduled meeting of the Lander County Planning Commission on September 12, 2018. Notice has been sent out to surrounding properties on the 4th of October and was noticed in the Battle Mountain Bugle on the 10th of October, 2018. Additional information is attached.

**Recommended Action:** Appeal of the Planning Commission decision.

## 17.28.010 - Appeals.

- A. Any person aggrieved by the denial or issuance of a building permit, certificate of occupancy, variance, special use permit or any other decision by the planning commission under the authority of this title or any such denial may appeal the denial to the county commissioners.
- B. An appeal may be taken within ten days after the decision of the planning commission by paying to the county clerk the fee prescribed herein and filing a written statement of the reasons why the denial, issuance or decision is erroneous.
- C. The county commissioners shall hear the appeal within twenty-five days after the filing of the statement of reasons. The commission shall give ten days written notice of the date, time and place of the hearings to the applicant, building inspector, and the owners of the property any part of which lies within one hundred feet in a direct line within three hundred feet along a street or combination of streets from any point on the exterior boundary of the involved lot or parcel as shown on the records of the Lander County assessor, and shall cause notice to be published in a newspaper of general circulation in Lander County not less than ten days prior to the date of such hearing. Such notice shall describe the change proposed, the lot, parcel or properties proposed for the change, and other pertinent information in such a manner that the property and change proposed can be readily identified. Notice by certified mail to the last known address of the real property owners, as shown on the records, shall be sufficient.
- D. The county commissioners shall render a decision within thirty days after the date of hearing.

(Ord. 94-4 § 12.04.17, 1994)



# Lander County Commission Agenda Request Form

COMMISSIONER MEETING DATE 10/25/2018

NAME GARY CAMPBELL REPRESENTING SELF

ADDRESS 560 ALLEN ROAD BATTLE MOUNTAIN, NV 89820

HOME PH 775-340-6337 WORK 775-635-5161

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? ANY

WHO WILL BE ATTENDING THE MEETING: SELF

**SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:** DISCUSSION FOR POSSIBLE ACTION REGARDING A REPEAL OF THE PLANNING COMMISSION DECISION REGARDING PURE GROWERS, LLC SPECIAL USE PERMIT APPLICATION ON 905 ALLEN ROAD, BATTLE MOUNTAIN, NV APN 010-260-29.

**BACKGROUND INFORMATION:** THE APPLICANT IS REQUESTING A REVIEW AND REPEAL OF THE APPROVAL BY THE PLANNING COMMISSION FOR PURE GROWERS, LLC SPECIAL USE PERMIT TO OPERATE A MEDICAL/RECREATIONAL MARIJUANA CULTIVATION AND PRODUCTION FACILITY ON A PARCEL ZONES A-3. THIS ITEM WAS HEARD AND APPROVED IN A REGULAR SCHEDULED MEETING OF THE LANDER COUNTY PLANNING COMMISSION ON SEPTEMBER 12, 2018. NOTICE HAS BEEN SENT OUT TO SURROUNDING PROPERTIES ON THE 4<sup>TH</sup> OF OCTOBER AND WAS NOTICED IN THE BATTLE MOUNTAIN BUGLE ON THE 10<sup>TH</sup> OF OCTOBER 2018. PLEASE SEE ATTACHED MATERIAL FOR FURTHER INFORMATION.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? I AM ASKING FOR AN APPEAL OF THE PLANNING COMMISSION DECISION.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST?

YES

X

NO

AMOUNT \$ 100.00

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING?

YES \_\_\_\_\_ X \_\_\_\_\_

NO

X

WHEN? \_\_\_\_\_

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

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

IS ALL THE BACK UP MATERIAL ATTACHED TO THIS AGENDA REQUEST?

YES X NO

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

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

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE:

SIGNATURE


DATE \_\_\_\_\_

9-28-18

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

*Lander County • 50 State Route 305, Battle Mountain, NV 89820 • 775-635-2885 fax-635-5332*





2018 SEP 24 PM 4:30

LANDER COUNTY CLERK

**To:** Lander County County  
**From:** Gary Campbell  
**cc:** Lander County Commissioners  
**Date:** September 24, 2018  
**Re:** Pure Growers' Marijuana Grow

---

Hello

On 9/12/18 I participated in the Planning a Commission meeting in regards to a possible placement of a Marijuana Grow. Through the meeting, the business identified as Pure Growers had applied to place a 72,000 square foot facility to cultivate Marijuana 24/7/365 days a year at 905 Allen Rd. directly across from my drive way. (72,000 ft = 1.25 football fields in length)

Through the course of the meeting it was established that no one was protesting Marijuana, but were protesting locations next to homes and residential areas. Pure Growers was adamantly opposed by multiple residents of Allen Road, as well as various community members that frequent the Allen Road Area.

The Planning commission made various statements that Pure Growers have already paid their fees and that they cannot approve one A3 request and not another. The planning commission then voted to approve it.

On behalf of all Allen Road residents that opposed this location, I respectfully disagree with the decision made by the Planning Commission.

I have yet to see a risk analysis of this size of a facility or business going in near homes at this exact location. The approving of this location sets the business, as well as the residents up for failure. The residents will complain on the business under the nuisance ordinance to revoke the special use permit. This will cause conflict between Allen Road residents, business owner and land owner.

My personal concern is and has been safety. The facility is set to be placed 500 feet from the road way. This does not give the residents of Allen Road, Battle Mountain Reservation and Faded Sage lane time to evacuate the area in case of a hazardous situation. The residents need a large safety buffer to have time to evacuate if there is a facility fire (Breathing THC smoke for a child has irreversible damage to the developing brain) or a spill of product or

chemical used in growth. There is a reason that grows in other areas are placed in industrial areas, they have no business being near homes or children. (I have been to the ones in Sparks and Mustang. The sound of Industrial fans running 24/7 to cool off the Marijuana was extremely loud and the smell that came from the facilities was over a block away without wind.)

I would like to also address the comment of "they have already paid their fees." Myself, as well as the residents of Allen Road (One resident has lived in the area since 1995) have paid our fees. We have all purchased \$200,000.00 plus homes and pay yearly property tax fees that seem to go up every year. We have lived here our whole lives and support our local economy, in other words we have "paid our fees" and demand that our voices be heard.

The problem is that County stated grows must be 1 mile out of the township. The problem is that the county has approved multiple rezoning of A3 and A2 lands in these areas, which have allowed residential areas to be developed (Example is the 40 plus homes set to be developed between Yellow Brick road, Faded Sage Lane and Allen Road. The county has failed to extend the township to cover these residential areas, thus placing the residents of these areas at ground zero for such an industrial/commercial business to be developed.

The area between Yellow Brick Road, Faded Sage Lane and Allen Road has the potential to add 40-50 families and hundreds of residents. There will be children all over the area riding their bikes and walking their dogs. Allen Road will be a major thorough fair for traffic and children, which will bring a school bus stop to the heavily populated area.

On behalf of the opposing residents of Allen Road, where oppose this location of a Marijuana Cultivation Facility, as it encroaches upon our way of life. We oppose as there is no safety buffer for us if the unthinkable should happen with an industrial sized business near our homes.

Sincerely



Gary Campbell

Allen Road resident

# LANDER COUNTY PLANNING COMMISSION

September 12, 2018

## AGENDA ITEM NUMBER 7

---

- 1.) \*Discussion for possible action regarding approval/disapproval of the following Special Use Permit, and other matters properly related thereto:

Applicant: Pure Growers, LLC  
Location: 905 Allen Road, Battle Mountain, NV  
APN: 010-260-29 (portion of)  
Type: Special Use Permit to operate a Medical/Recreational Marijuana Cultivation and Production facility on parcel zoned A-3.

Staff Notes:

This file was sent to: County Executive Director, Building Official, assessor & District Attorney.

LC Code 8.46.090:

Filing Application-Compliance with Land Use and Zoning-Payment of fees.

Applicants for a marijuana cultivation facility license authorized by NRS 453 A or 453 D may only begin the licensing procedure by filing a license application after receiving the necessary land use and zoning approvals from the county for the operation of the cultivation facility. All licensees of a marijuana cultivation facility shall comply with the land use and zoning provisions set forth in Title 17, chapters 17.36, 17.38, and 17.62 of the Lander County Code and must be at least one (1) mile out but no further than ten (10) miles outside of the town of Battle Mountain, the town of Austin, and the town of Kingston. Upon receiving the required land use entitlement approval, the applicant shall pay to the County the full amount of the fee applicable to the type of license for which application is made.

The applicants will be placing a 72,000 sq/ft building on the parcel. 2,000 sq/ft will be the office, 10,000 sq/ft will be utilized for storage, and the remaining 60,000 will be used for cultivation, exc. This facility will be in operation 5 days per week between the hours of 8 a.m. to 5 p.m. Pure growers has retained a security specialist to create a customized security system for its facility, this system will include wireless connections, monitored alarms, alert notifications, 2-way voice, crash and smart protection and mobile app management. Video surveillance will monitor the entire perimeter of the facility for a distance of 20 feet out from the building, all entry and access points, and all outdoor areas where any business activity may take place.

Notice was sent to property owners within 300 feet of the property on August 30<sup>th</sup>, and it was advertised in the Battle Mountain Bugle on August 29<sup>th</sup>, 2018.



# Lander County Community Development



## SPECIAL USE PERMIT APPLICATION

### APPLICANT/OWNER INFORMATION

Applicant(s): Pure Growers, LLC

Address: 905 Allen Road, Battle Mountain, Nevada 89820

Mailing Address: 217 Idaho Street

Phone Number: 775.738.9881

Legal Owner(s) of property: Jay A. Wintle

### PROJECT INFORMATION

Property Location: 905 Allen Road, Battle Mountain, Nevada 89820 (Legal Description attached hereto as Exhibit "A.")

Assessor's Parcel Number: 010-260-29

Current Zoning: A3

Are there any deed restrictions affecting the use of the property? No

Describe in detail your proposal for the property: To engage in economic development via the cultivation and production of medical and recreational/ adult-use marijuana.

What commercial signs or advertisements will be necessary if the Special Use Permit is granted?

Attach drawings to scale of any proposed signs: \_\_\_\_\_

Describe anticipated deliveries (Number per week, type of delivery vehicle, etc.) Approximately 5 per week from delivery vans or trailers for the delivery of production and cultivation supplies.

50 State Route 305 • Battle Mountain NV 89820

Phone: (775) 635-2860 • Fax: (775) 635-1120

Estimate the number of visitors per day associated with the Special Use: There will be no public  
visitors as Pure Growers will have no business with the general population.

How will the proposed project affect adjoining property owners, (noise, dust, traffic, etc.? Minimally as  
there will be no public visitation, very little noise and no significant emissions from the cultivation and production  
facility.

**SIGNATURE(S)**

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

  
Applicant's Signature

8.6.2018

Date

**NOTE:**

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

**REQUIRED AT TIME OF APPLICATION**

The following must accompany this application:

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

**REQUIRED FOR PLANNING COMMISSION AGENDA**

Application is due by \_\_\_\_\_ in order to be heard at the September 12, 2018, 6:00  
p.m. Planning Commission meeting held in the Community Meeting Room, 50 State Route 305,  
Battle Mountain, NV.

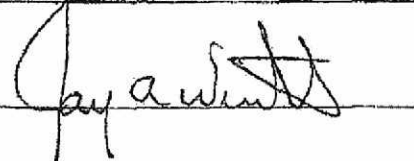
## OWNER'S AFFIDAVIT

STATE OF NEVADA           )  
                                      )SS.  
COUNTY OF LANDER       )

I, Jay A. Wintle BEING DULY SWORN, DEPOSE  
AND SAY THAT I AM AN OWNER OF PROPERTY INVOLVED IN THIS PETITION AND THAT THE  
FOREGOING STATEMENTS AND ANSWERS HEREIN CONTAINED AND THE INFORMATION  
HEREWITH SUBMITTED ARE IN ALL RESPECTS TRUE AND CORRECT TO THE BEST OF MY  
KNOWLEDGE AND BELIEF.

PROPERTY ADDRESS OR PARCEL NUMBER: 905 Allen Road - APN: 010-260-29

SIGNED



MAILING ADDRESS


810 Sheep Creek Road

Battle Mountain, Nevada 89820

PHONE 775.374.1251

SUBSCRIBED AND SWORN TO BEFORE ME THIS 16<sup>th</sup> DAY OF August, 2018.



  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE  
MY COMMISSION EXPIRES: 03-25-2020

50 State Route 805 • Battle Mountain NV 89820

Phone: (775) 635-2860 • Fax: (775) 635-1120



## EXHIBIT "A"

---

### PARCEL FOR LEASE

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 11, TOWNSHIP 32 NORTH, RANGE, 44 EAST, MDM (MARKED WITH 1976 B.L.M. BRASS CAP) THENCE THE FOLLOWING FIVE (5) COURSES:

1. NORTH 00°13'42" EAST, 540 FEET, ALSO KNOWN AS THE POINT OF BEGINNING AND ALSO BEING THE SOUTH EASTERN MOST CORNER OF SAID PARCEL FOR LEASE;
2. NORTH 00°13'42" EAST, 1089 FEET;
3. NORTH 89°55'25" WEST, 300 FEET;
4. SOUTH 00°13'42" WEST, 1089 FEET; and,
5. SOUTH 89°55'25" EAST, 300 FEET TO THE POINT OF BEGINNING, THE SOUTH EASTERN MOST CORNER OF SAID PARCEL FOR LEASE AND CONTAINING AN AREA OF 7.5 ACRES, MORE OR LESS, located in Section 11, of Township 32 N., Range 44 E.

### ACCESS AND UTILITY EASEMENT FOR PARCEL FOR LEASE

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 11, TOWNSHIP 32 NORTH, RANGE, 44 EAST, MDM (MARKED WITH 1976 B.L.M. BRASS CAP) THENCE THE FOLLOWING FIVE (5) COURSES:

1. NORTH 89°55'25" WEST, 300 FEET, ALSO KNOWN AS THE POINT OF BEGINNING AND ALSO BEING THE SOUTH EASTERN MOST CORNER OF SAID ACCESS AND UTILITY EASEMENT FOR PARCEL FOR LEASE;
2. NORTH 00°13'42" EAST, 1629 FEET;
3. NORTH 89°55'25" WEST, 60 FEET;
4. SOUTH 00°13'42" WEST, 1629 FEET; and,
5. SOUTH 89°55'25" EAST, 60 FEET TO THE POINT OF BEGINNING, THE SOUTH EASTERN MOST CORNER OF SAID ACCESS AND UTILITY EASEMENT FOR PARCEL FOR LEASE AND CONTAINING AN AREA OF 2.24 ACRES, MORE OR LESS, located in Section 11, of Township 32 N., Range 44 E.

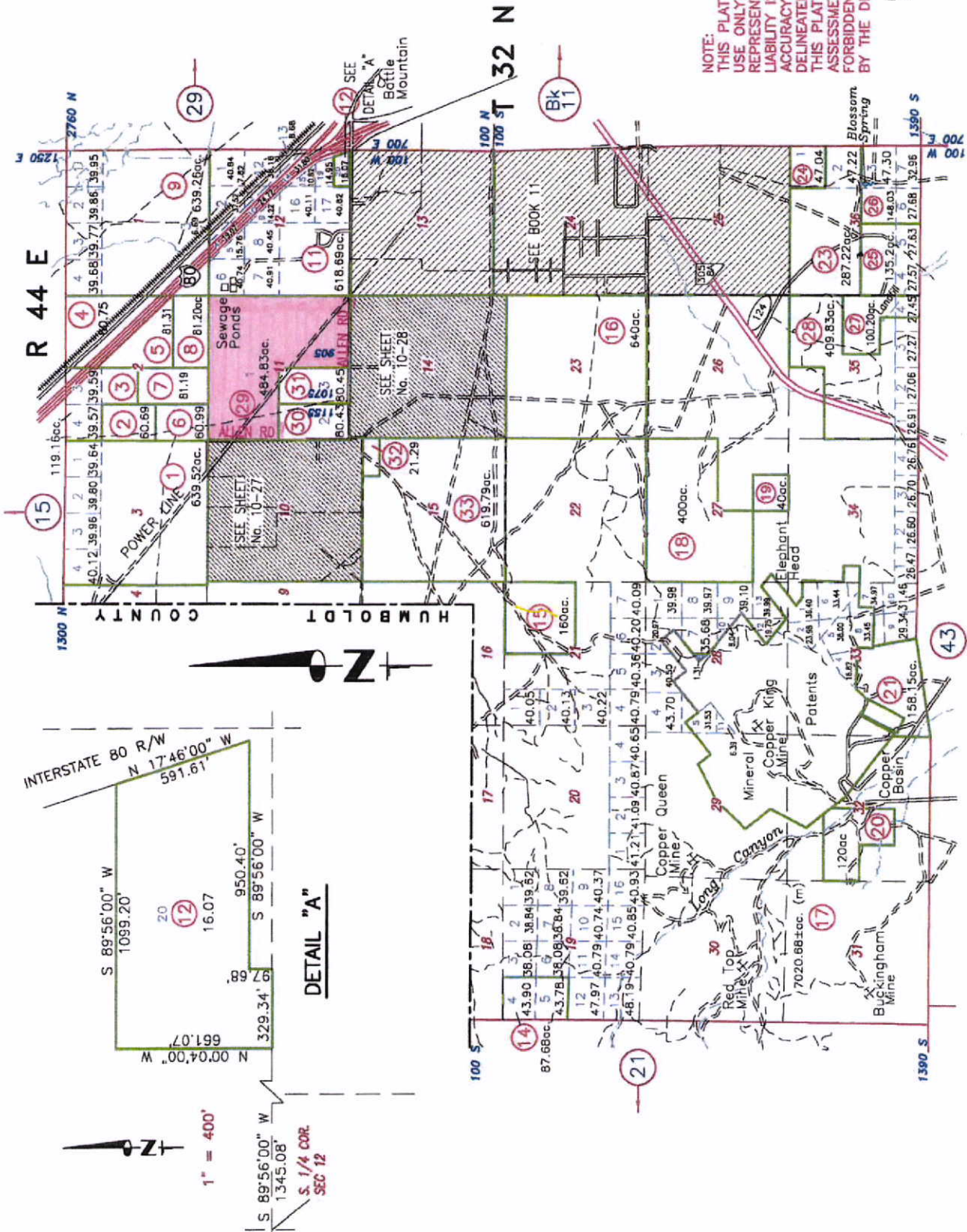


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Parcel Detail for Parcel # 010-260-29																																																																																											
Prior Parcel # 010-260-10																																																																																											
Location		Ownership																																																																																									
Property Location <b>905 ALLEN ROAD</b> Town District 8.0 - Battle Mountain Road Special Subdivision LOT 1, MAP# 218145 Lot Block Property Name		Assessed Owner Name <b>WINTLE, JAY A</b> Mailing Address <b>810 SHEEP CREEK RD</b> <b>BATTLE MOUNTAIN, NV 89820</b> Legal Owner Name <b>WINTLE, JAY A</b> Vesting Doc #, Date <b>274231 08/18/2015</b> Year / Book / Page 15 / 672 / 354 Map Document #s																																																																																									
Description		Appraisal Classifications																																																																																									
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ADD ADDRESS. UPDATE ROADS 02/11/11 N.W. NOT ALL TRAILS/MINING ROADS ARE SHOWN

LANDER COUNTY



# County of Lander

Planning and Building Department  
1-775-635-2860

## Zoning Supplement Information

PLEASE ANSWER ALL QUESTIONS, INCOMPLETE INFORMATION COULD DELAY APPROVAL

**Street Address** 905 Allen Road, Battle Mountain, Nevada 89820

**Proposed Use** Economic development via cultivation and production of medical and retail (adult-use) marijuana.

1. What was the previous use of the property? (If known) Vacant
2. Name of the previous tenant: (If known) N/A
3. Will there be any changes to the interior of the building? ☒ Yes ☐ No
4. Will there be any changes to the exterior of the building? ☒ Yes ☐ No
5. Will there be any changes to the parking lot? ☒ Yes ☐ No
6. Will there be any changes to the landscaping? ☒ Yes ☐ No
- If yes to any of the above questions, a permit will be required.
7. What will be the days and hours of operation:  
Days: Monday - Friday 8:00 am - 5:00 pm Hours per Week: 45
8. How many employees will be at the site? 20
9. How many off-street parking spaces will be provided? 25
10. What is the maximum number of people at your business at any one time? 30
11. What is the gross interior floor area? 72,000 sq. ft.  
Of that space, how many interior square feet will be dedicated for the following uses:  

Retail Sales	<u>0</u>	Square Feet	Storage	<u>10,000</u>	Square Feet
Office	<u>2,000</u>	Square Feet	Other	<u>60,000</u>	Square Feet
Manufacturing		Square Feet			
12. Will there be any outdoor activity or storage use? ☐ Yes ☒ No; If Yes, please describe: \_\_\_\_\_
13. Will the storage require racking? ☒ Yes ☐ No; If Yes, a permit will be required.
14. What will be the maximum height of storage (warehouse/storage uses): 12 feet
15. What type of products will be stored and how will they be packaged (warehouse/storage uses)?  
Seeds, fertilizer, packaging materials. All will be stored in sealed packages.
16. What materials or equipment will be used and/or stored on the property? Cultivation and agricultural equipment as well as packaging materials.
17. Will hazardous, toxic or flammable substances be stored on the property? ☐ Yes ☒ No  
If Yes, please describe the substances: \_\_\_\_\_
18. Will the property produce non-domestic sewage? ☒ Yes ☐ No  
If Yes, please describe sewage generated: Marijuana waste will be produced.
19. Does the property have an outdoor enclosure for solid waste and recycling containers? ☒ Yes ☐ No  
If No, where will solid waste and recycling containers be stored? \_\_\_\_\_
20. Will there be deliveries to and/or from your business? ☒ Yes ☐ No  
If Yes, how many deliveries daily? 1-2  
When and What days will deliveries occur? Days: Monday through Friday Hours: 8:00 am - 5:00 pm

Note: All signs must comply with Title 17 of the Lander County Development Code.

The Information contained above is true and correct to the best of my knowledge.

Signature [Signature] Date 8.6.2018

**STAFF ONLY**

Zoning District \_\_\_\_\_  
 Permitted Use ☐ Yes ☐ No  
 Conditional Use ☐ Yes ☐ No  
 Administrative Review ☐ Yes ☐ No

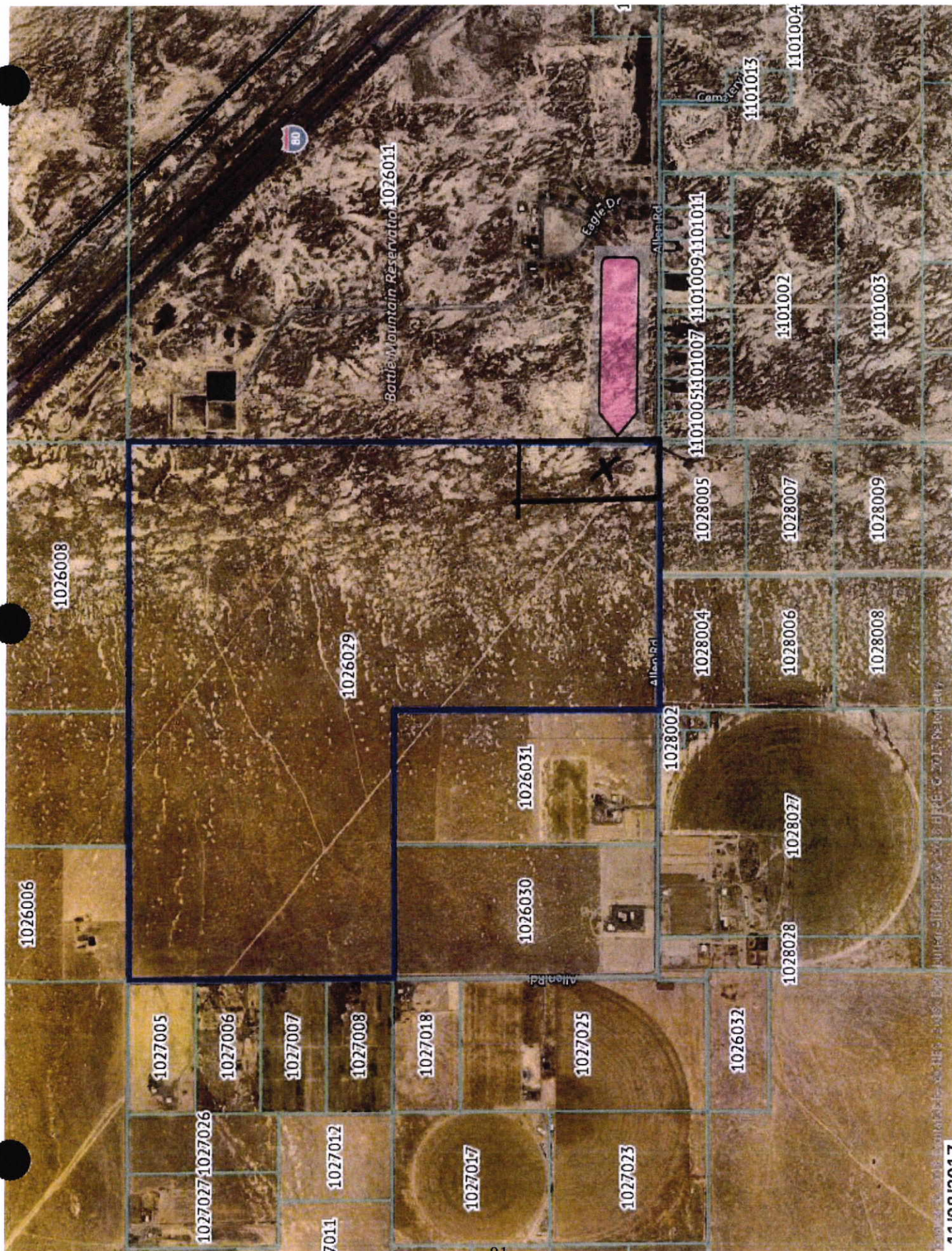
Approved ☐ Yes ☐ No

Planner's Signature \_\_\_\_\_ Date \_\_\_\_\_


Staff Comments: \_\_\_\_\_











Floor Plan

**Keynotes**

1. 1" = 100' (1" = 100')

2. 1" = 100' (1" = 100')

3. 1" = 100' (1" = 100')

4. 1" = 100' (1" = 100')

5. 1" = 100' (1" = 100')

**Site Data:**

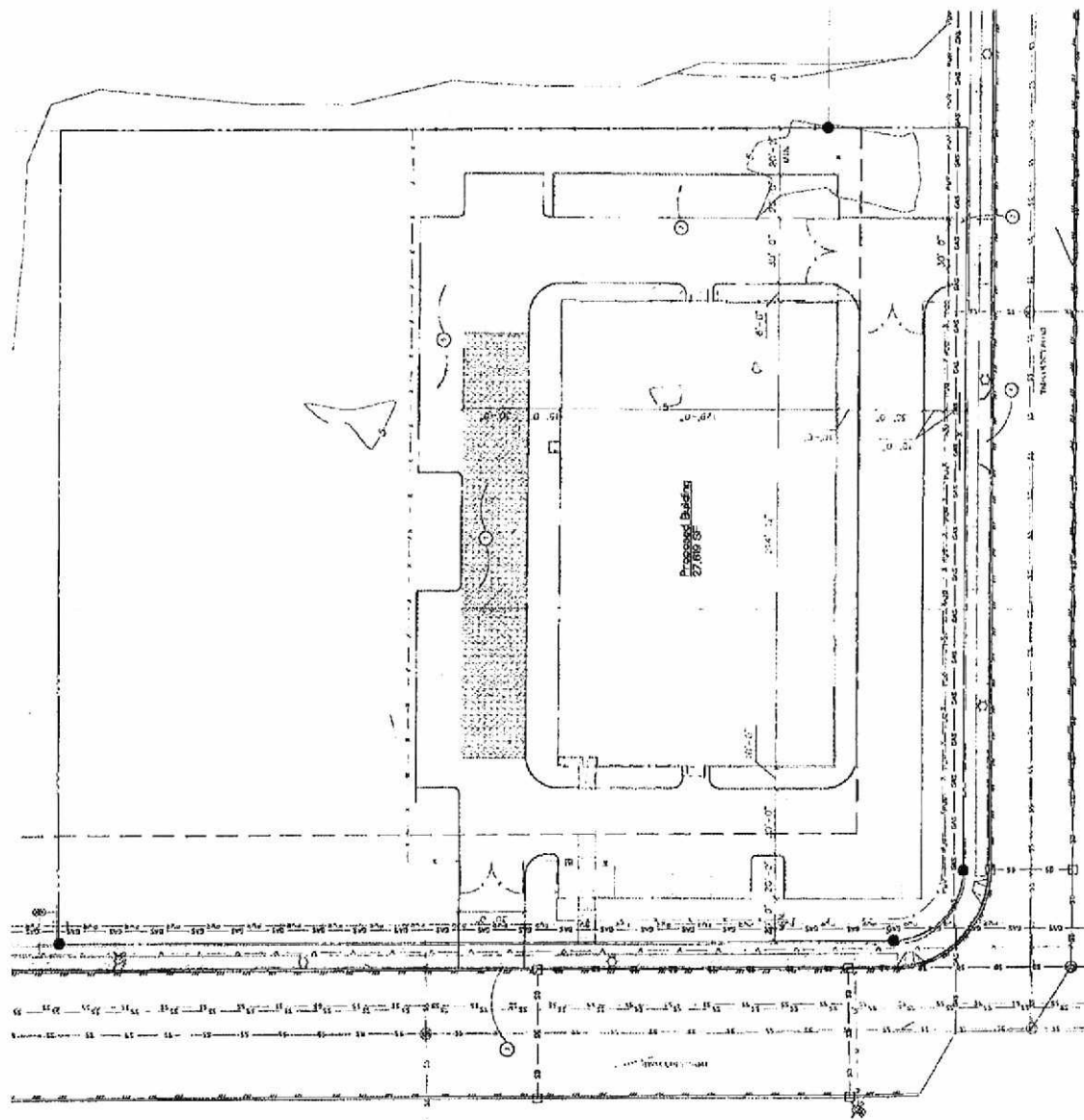
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Site Plan

# **SECURITY**

## **DOCUMENTATION CONCERNING THE INTEGRATED PLAN OF THE PROPOSED MEDICAL MARIJUANA ESTABLISHMENT FOR THE CARE, QUALITY AND SAFEKEEPING OF MEDICAL MARIJUANA FROM SEED TO SALE**

- A plan for verifying and testing medical marijuana
- A transportation plan
- Procedures to ensure adequate security measures for building security
- Procedures to ensure adequate security measures for product security



### Medical-Marijuana Verification and Testing Plan

*Company A will only enter into service agreements or contracts with marijuana verification and testing facilities licensed in the State of Nevada, of which there are currently 11. Company A will require that their cultivated and produced medical-medical marijuana undergo regular testing, and that said testing will test for THC and CBD content as well as 19 pesticides, 5 micro toxins, and terpenes. Company A will comply with all current, and future, testing requirements and regulations adopted by the State of Nevada. Company A aims to cultivate and produce top quality medical-marijuana. As a result, Company A keeps safety as its top priority.*

### Transportation Plan

*Company A will only enter into service agreements or contracts with licensed medical-marijuana distributors for the transport of medical-marijuana cultivated or produced by Company A. This will include transport to purchasing vendors and when the cultivated or produced medical-marijuana is transported to or from testing labs and facilities. Company A will require all contracting distributors to be equipped with, and provide proof of, insurance coverage, third party and employee theft control and climate control. Before transporting any medical-marijuana cultivated or produced by Company A, the contracting licensed marijuana distributor agent must also provide to Company A, the following:*

- A copy of the distributor's license,*
- the agent name and registration number,*
- the date and start time of the trip,*
- the anticipated route of transportation, and,*
- proof the trip plan has been recorded in an inventory control tracking system approved by the Department of Taxation.*

### Building Security Procedures

#### Overview

*The Company A Security Plan will help establish a safe and secure facility for the cultivation of medical cannabis. Company A will take the proper*

*measures to ensure the absolute safety of the immediate community by installing the proper security, surveillance, and alarm systems. As a new business in the area, Company A will take its commitment to the safety and security of the surrounding area very seriously, and will have all Security Plans and Operating Procedures approved by the County Administrator before commencing operations. This will include a review of all lighting and alarm systems, as well as the physical security measures installed at the facility (biometric locks, reinforced doors, etc.).*

*Company A will retain a security specialist to create a customized security system for its facility. Company A will implement a high-tech system that features wireless connections, monitored alarms, alert notifications, 2-way voice, crash and smash protection and mobile app management. Company A's security plan will comply with all current regulations set forth by the State of Nevada, and will be updated to comply with any future regulations.*

#### *Video Surveillance*

*The facility will be protected by a video surveillance recording system that will monitor the entire perimeter of the facility, for a distance of 20 feet out from the building, all entry and access points, and all outdoor areas where any business activity may take place. The surveillance system will be maintained and will remain operational 24 hours a day, 365 days a year without interruption. Company A will store all digitally recorded security video footage for a period of no less than seven days. All video surveillance recordings will include a date and time stamp for every recorded frame, and be designed to record images in high quality and high resolution to clearly capture revealing facial detail.*

*Company A will also utilize motion-detected video as well as alarm motion sensors for additional security. The cameras themselves are motion detectors and will trigger video recording upon movement. External alarm motion sensors should also be used and can be utilized to set off video recording as well as activation of the alarm system. These systems can be integrated to provide a higher level of security.*



### **Lighting**

*To ensure maximum security, all lighting fixtures will be designed and installed to ensure proper surveillance. Company A's security vendor will ensure that all exterior walls, entry points, and parking areas will be illuminated by high-intensity, commercial-grade, 400-watt area lights, such as General Electric's W4L. Motion-activated lights will be installed to provide supplementary coverage for locations with video surveillance to ensure high quality image resolution. These lights will be scheduled to activate 30 minutes before sunset and to deactivate 30 minutes after sunup.*

### **Security Room**

*Further, the security room, which will be manned by a security monitor at all times, will also be monitored by surveillance – including ingress and egress from the room, as well as the interior of the room itself. This footage will be accessible and monitored by another security employee stationed within another room in the facility.*

### **Guards**

*The security specialist will design the system and work in conjunction with a local security company hired by Company A to train the security staff. This local security company will be responsible for providing guards for the facility during all hours of operation, and maintaining all security systems and protocols, inside and outside of the facility.*

### **Controlled Access**

*Company A will work with the contracted local security company to determine the best doors for external security. The chosen door and frame will incorporate steel construction and will be fire rated for at least one hour. External doors will also have access controls that require three levels of security verification, including biometric confirmation, a security code, and a key. The front entrance door will only require this verification outside of regular business hours.*



### Cameras

*Company A will utilize a minimum of a 2-Mega pixel security camera system in High Definition to ensure the ability to clearly view any possible violators or threats. The camera system will include 24-hour monitoring and recording with seven-day storage and remote access for off-site viewing should management or the local police department require viewing in the event of an alarm trigger. All doors and windows will be armed with an alert system to initiate a sound alarm along with an alert to a private security company for monitoring. Built into all cameras is the ability for motion sensing in any desired location for detecting unwanted intruders. All entrances, exits, floor area, packing room, and property will be fully visible through the camera system at all times.*

*During the hours of operation security guards will also have access to monitor the camera systems at all times. The security guards will serve as a surety that no unauthorized individuals are on the property at any time. The security team will monitor the doors of the facility as well, to ensure all staff members have proper identification prior to entry.*

### Product Security Procedures

*Safe storage on site is a top priority. Company A will have an onsite, limited access secured vault. This safe and secure storage area will be closed on all sides with a steel door and only accessible by an assigned access code to the proper managing position and managing members of Company A. The access to the secure storage area will also be monitored 24/7 by recorded security cameras.*

*To properly manage inventory and to strictly prevent loss or diversion, Company A will adopt the best practices and technologies available on the market. Programs such as Bio Track provide inventory and accounting tools that are essential to effective and efficient inventory controls and employee accountability. This software technology seamlessly integrates with standard accounting practices so that Company A can utilize professional accounting services for oversight, management and compliance.*

# SECURITY

## PLAN CONCERNING OPERATING AND INVENTORY

- A description of the operating procedures for the verification system of the proposed medical marijuana establishment for verifying medical marijuana cardholders
- A description of the inventory control system of the proposed medical marijuana establishment

### **Verification System Operating Procedures**

*Not Applicable, as the cultivation facility will not interact with patients or medical-marijuana holders. However, Company A will verify that all marijuana-related vendors and contracting facilities with which Company A interacts with do have a valid marijuana certificate and/or license from both the State and its local community.*

### **Inventory Control System**

*Company A will implement a third-party software system, such as BioTrack, to report all required data into the State database to allow seamless maintenance of records, enable a quick and accurate update on demand, and monitor the chain of custody of marijuana used for medical purposes from the point of cultivation to the end consumer.*

*The system shall account for all inventory held by Company A, in all stages of cultivation and production, and shall provide an internal reporting system to allow Company A to provide the Department with comprehensive knowledge of the establishment's inventory.*

*Specifically, Company A shall document the following:*

*Each day's beginning inventory, acquisitions, harvests, sales, disbursements, disposal of unusable marijuana and ending inventory, including, without limitation, the:*

- *Number of plants and cuttings;*
- *Weight of flowers, measured in grams;*
- *Weight of trim, measured in grams; and*
- *Quantity of THC, measured in milligrams; and (5) Weight of seeds, measured in grams.*



*When acquiring marijuana from a medical marijuana establishment licensed pursuant to NRS 453A:*

- *A description of the marijuana acquired, including the amount, strain and batch number;*
- *The name and identification number of the medical marijuana establishment registration certificate of the medical marijuana establishment providing the medical marijuana;*
- *The name and medical marijuana establishment agent registration card number of the medical marijuana establishment agent providing the medical marijuana;*
- *The name and marijuana establishment agent registration card number of the marijuana establishment agent receiving the medical marijuana on behalf of the medical marijuana establishment; and*
- *The date of acquisition.*

*For each batch of marijuana cultivated:*

- *The batch number, lot number and production run number, as applicable;*
- *Whether the batch originated from marijuana seeds or marijuana cuttings;*
- *The strain of the marijuana seeds or marijuana cuttings planted;*
- *The number of marijuana seeds or marijuana cuttings planted;*
- *The date on which the marijuana seeds or cuttings were planted;*
- *A list of all chemical additives used in the cultivation, including, without limitation, nonorganic pesticides, herbicides and fertilizers;*
- *The number of marijuana plants grown to maturity;*
- *Harvest information, including, without limitation:*
  - *The date of harvest;*
  - *The final yield weight of processed usable marijuana, in grams; and*
  - *The name and marijuana establishment agent registration card number of the marijuana establishment agent responsible for the harvest.*
- *The disposal of marijuana that is not usable marijuana, including:*

- *A description of and reason for the marijuana being disposed of, including, if applicable, the number of failed or other unusable marijuana plants;*
- *The date of disposal;*
- *Confirmation that the marijuana was rendered unusable before disposal;*
- *The method of disposal; and*
- *The name and marijuana establishment agent registration card number of the marijuana establishment agent responsible for the disposal.*

*When providing marijuana to another marijuana establishment:*

- *The amount, strain, batch number, lot number and production run number, as applicable, of marijuana provided to the marijuana establishment;*
- *The name and marijuana establishment license number of the other marijuana establishment;*
- *The name and marijuana establishment agent registration card number of the marijuana establishment agent who received the marijuana on behalf of the other marijuana establishment; and*
- *The date on which the marijuana was provided to the marijuana establishment.*

*Company A shall:*

- *Establish and maintain a perpetual inventory system which adequately documents the flow of materials through the manufacturing process;*
- *Establish procedures which reconcile the raw material used to the finished product on the basis of each job. Significant variances shall be documented, investigated by management personnel and immediately reported to the Department and to the marijuana establishment that ordered the concentrated marijuana, edible marijuana product or marijuana product; and,*
- *Provide for quarterly physical inventory counts to be performed by persons independent of the manufacturing process which are*



*reconciled to the perpetual inventory records. Significant variances shall be documented, investigated by management personnel and immediately reported to the Department.*

*If Company A identifies a reduction in the amount of marijuana in the inventory of the marijuana establishment not due to documented causes, Company A shall determine where the loss has occurred and take and document corrective action. If the reduction in the amount of marijuana in the inventory of Company A is due to suspected criminal activity by a marijuana establishment agent, Company A shall report the marijuana establishment agent to the Department and to the appropriate law enforcement agencies within 24 hours.*

*Company A shall:*

- Maintain the above mentioned required documentation at the marijuana establishment for at least 5 years after the date on the document; and*
- Provide said documentation to the Department for review upon request.*

*Company A shall:*

- Use the State Seed-to-Sale Tracking system managed by the independent contractor selected by the Department;*
- Connect to the State Seed-to-Sale Tracking System using the independent contractor's application programming interface; and*
- Pay any fees assessed by the independent contractor for using the State Seed-to-Sale Tracking System, including, without limitation, user fees or application programming interface fees.*

*Utilizing this system will allow a reduction in administrative costs, computer breakdown or malfunction, store important information and effectively track product from seed to sale. There will be reduced risks due to the improved quality of documentation, and security and integrity of data will be maintained at all times. Company A will maintain and backup documentation to comply with local and state laws, manage protocols and*



*track products, and reduce expenses by reducing paper storage and paper/forms costs.*

LANDER COUNTY COMMISSIONERS MEETING  
10/25/2018

Agenda Item Number \_\_9\_\_

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

Discussion and possible action regarding an appeal of the Planning Commission's decision regarding their denial of an abandonment of easement for Gary Campbell of 906.32' x 40' on the east side of APN 010-280-05 located at 560 Allen Road, Battle Mountain, Nevada, and all other matters properly related thereto.

Public Comment:

**Background:** The applicant is requesting a review and repeal of the denial by the Planning Commission for abandonment of a 906.32' x 40' easement on the east side of APN 010-280-05 located at 560 Allen Road in Battle Mountain, NV. This item was heard and denied in a regular scheduled meeting of the Lander County Planning Commission on September 12, 2018. Notice has been sent out to surrounding properties on October 4, 2018 and was noticed in the Battle Mountain Bugle on October 10, 2018. Additional information is attached.

Recommended Action:

WHO WILL BE ATTENDING THE MEETING: SELF

96



FILED

2018 SEP 21 PM 3:57

LANDER COUNTY CLERK

**To:** Lander County Clerks  
**From:** Gary Campbell  
**cc:** Lander County Commission  
**Date:** September 21, 2018  
**Re:** Abandonment of Easement

---

Hello,

On 9/12/2018 I participated in a Planning Commission Meeting, where I requested an abandonment of an easement located on the east side of my property at 560 Allen Road. I did not requested an abandonment of the entire easement, just the portion of my property line that ends at Allen Road for a total length of 906.29' x 40'.

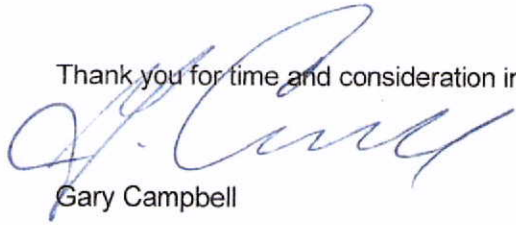
Through the course of the meeting, I explained that due to the constant rezoning between Yellow Brick Road and Allen Road (40-50 lots), it has activated a 50 ft easement on the west side of my property (close to an acre), which was developed and paved into faded sage lane. I further explained the easement on the west side of my property has become a race track for four-wheelers, side by sides and vehicles; as well as a location for multiple vehicles parked with subjects using narcotics at all hours of the night.

I explained the 40 ft easement on the east side of my property would result in vehicles speeding up and down both sides of my property, which causes a safety issue for my family as my home is close to the east side easement. It would also put my fence lines within 5-10 ft of my well. The location of my home and well were placed there before I bought the property. I bought as is.

I requested the easement be abandoned, as I have already given a large portion of my land for Faded Sage Lane. I was denied by the planning commission and was specifically told that easements are forever.

I disagree with this decision, as easements can be abandoned and have been abandoned within the County of Lander in the past. There are multiple easements throughout Allen road, as well as easements that connect other easements, giving multiple entrances and exits to major roads. Abandoning the easement on the east side of my property will not affect development behind me, as it was stated by a county employee and the only utility on the easement is phone, which they would have access to.

Thank you for time and consideration in this matter.



Gary Campbell

Property Owner

# LANDER COUNTY PLANNING COMMISSION

September 12, 2018

## AGENDA ITEM NUMBER 8

---

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

Applicant: Gary D Campbell  
Location: 560 Allen Road Battle Mountain, NV  
APN: 010-280-05  
Type: To request from Lander County an abandonment of road easement of 906.92' x 40' on east side of lot 2 of map prepared for Marshall S Ashcraft, Inc. recorded as document # 183519.

**Staff Comments:**

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

Applicant is requesting that Lander County grant an abandonment of road easement on the east side of his property. This will in no way cause any surrounding piece of land to be land locked as there is a road easement on the west and north side of his property as well as both the west and east side of the properties directly to the south. A letter from the Lander County Public Works Director is attached giving his support for this road easement abandonment.

Notice was sent to property owners within 300 feet of the property on August 30<sup>th</sup> and was advertised in the Battle Mountain Bugle on August 29<sup>th</sup>.




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[Recorder Website](#)

## Parcel Detail for Parcel # 010-280-05

Prior Parcel # 008-220-70

## Location

Property Location **560 ALLEN ROAD**  
 Town  
 District 8.0 - Battle Mountain Road Special  
 Subdivision **LT 2, ASHCRAFT MAP**  
 #183519 Lot Block  
 Property Name

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

## Ownership

Assessed Owner Name **CAMPBELL, GARY D**  
 Mailing Address  
**560 ALLEN ROAD**  
**BATTLE MOUNTAIN, NV 89820**  
 Legal Owner Name **CAMPBELL, GARY D**  
 Vesting Doc #, Date **271701** **09/04/2014** Year / Book / Page 14 /  
**661 / 799**  
 Map Document #s 183519

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

## Description

Total Acres 27.630 Square Feet 0  
 Ag Acres .000 W/R Acres .000

## Improvements

Single-family Detached 0 Non-dwelling Units 0 Bedrooms / Baths 4 / 3.00  
 Single-family Attached 0 Mobile Home Hookups 1 Stories 1.0  
 Multiple-family Units 0 Wells 1 Garage Square Ft... 0  
 Mobile Homes 1 Septic Tanks 1 Attached / Detached  
 Total Dwelling Units 1 Buildings Sq Ft 0  
 Improvement List Residence Sq Ft 2,480  
 Improvement Sketches Basement Sq Ft 0 Basement  
 Improvement Photos Finished Basement SF 0 Bedrooms / Baths 0 / 00

## Appraisal Classifications

Current Land Use Code 220 [Code Table](#)

Zoning Code(s) **A3**

Re-appraisal Group 4 Re-appraisal Year 2013  
 Original Construction Year 2013 Weighted Year

## Assessed Valuation

Assessed Values	2018-19	2017-18	2016-17
Land	7,350	7,350	7,350
Improvements	66,780	66,468	66,157
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
<b>Net Assessed Value</b>	<b>74,130</b>	<b>73,818</b>	<b>73,507</b>

## Increased (New) Values

Land	0	0	0
Improvements	0	0	13,078
Personal Property	0	0	0

## Taxable Valuation

Taxable Values	2018-19	2017-18	2016-17
Land	21,000	21,000	21,000
Improvements	190,800	189,909	189,020
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
<b>Net Taxable Value</b>	<b>211,800</b>	<b>210,909</b>	<b>210,020</b>

## Increased (New) Values

Land	0	0	0
Improvements	0	0	37,366
Personal Property	0	0	0

[Back to Search List](#)



ROAD, STREET OR EASEMENT ABANDONMENT APPLICATION

APPLICANT INFORMATION

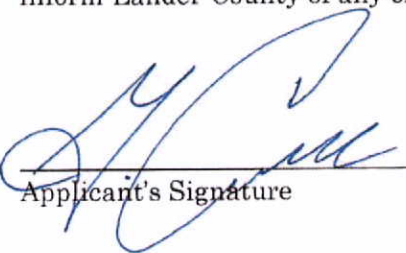
Applicant(s): Gary Campbell  
Applicant Address: 5600 Allen Rd  
Applicant's Phone Number: 775-340-6337  
Applicant's Surveyor: Desert-Mountain Inc.  
Applicant's Phone Number: 775-340-6337  
Surveyor's Address: 1416 W. 2nd St. Winnemucca, NV 89445  
Surveyor's Phone Number: 702-623-4414

PROJECT INFORMATION

Abandonment Location: S 0°12'18" E (section 14, T.32N., R.44E.)  
Abandonment Legal Description: Requesting abandonment of  
906.92<sup>x40</sup> Feet of Easement located on the east side  
of Lot #2.

SIGNATURE

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

  
Applicant's Signature

8/3/18  
Date

Please contact the Planning Department with any questions you may have regarding this application  
Kyla Bright Planning Coordinator  
775-635-2860



#### REQUIRED AT TIME OF APPLICATION

The following must accompany this application:

- Approval from Road and Bridge Department
- Legal survey and description prepared by certified, Nevada licensed surveyor
- \$300.00 (non-refundable)

#### PER LANDER COUNTY CODE 12.02

- Petition is made through the Planning Commission
- At least one public hearing shall be conducted by the Planning Commission
- All abutting property owners shall be notified by certified mail of time and date
- The public hearing shall be noticed in the newspaper at least once 10 days prior
- The Planning Commission upon conclusion of public hearing will make a recommendation to the Lander County Board of Commissioners
- The Lander County Board of Commissioners may grant the proposed vacation
- The District Attorney's Office shall draft an order regarding abandonment and future ownership
- The order shall be signed and recorded

#### \*NOTE\*

A parcel map and deeds are then required to join the abandonment to an existing parcel.



## Lander County

**To:** Lander County Planning Commission  
**From:** Bert Ramos  
**cc:** Lander County Commissioners  
**Date:** August 3, 2018  
**Re:** Abandonment of Easement

---

Hello,

I am completing this letter in regards to a request of Easement Abandonment. The easement in question is located at S 0°12'18"E (Section 14, T.32N, R.44E.) in Lander County, Nevada.

The applicant is requesting a section of the above mentioned easement (906.92 X 40 ft), which is located on the East side of the property located at Lot #2, to be abandoned. Upon review of the request and review of the property, I observed that abandonment of the 906.92 X 40ft of easement located on the eastside of Lot #2 to be very feasible. This would not affect development, as there are several other roads and easements that provide multiple points' of entrance and exit to the surrounding areas and streets.

I support and approve the above request for abandonment of easement.

Sincerely



Bert Ramos

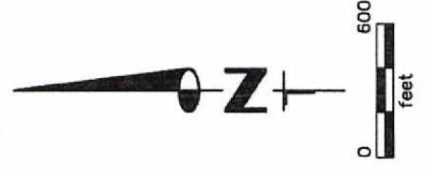
Lander County Public Works Director

R 44 E Section 14

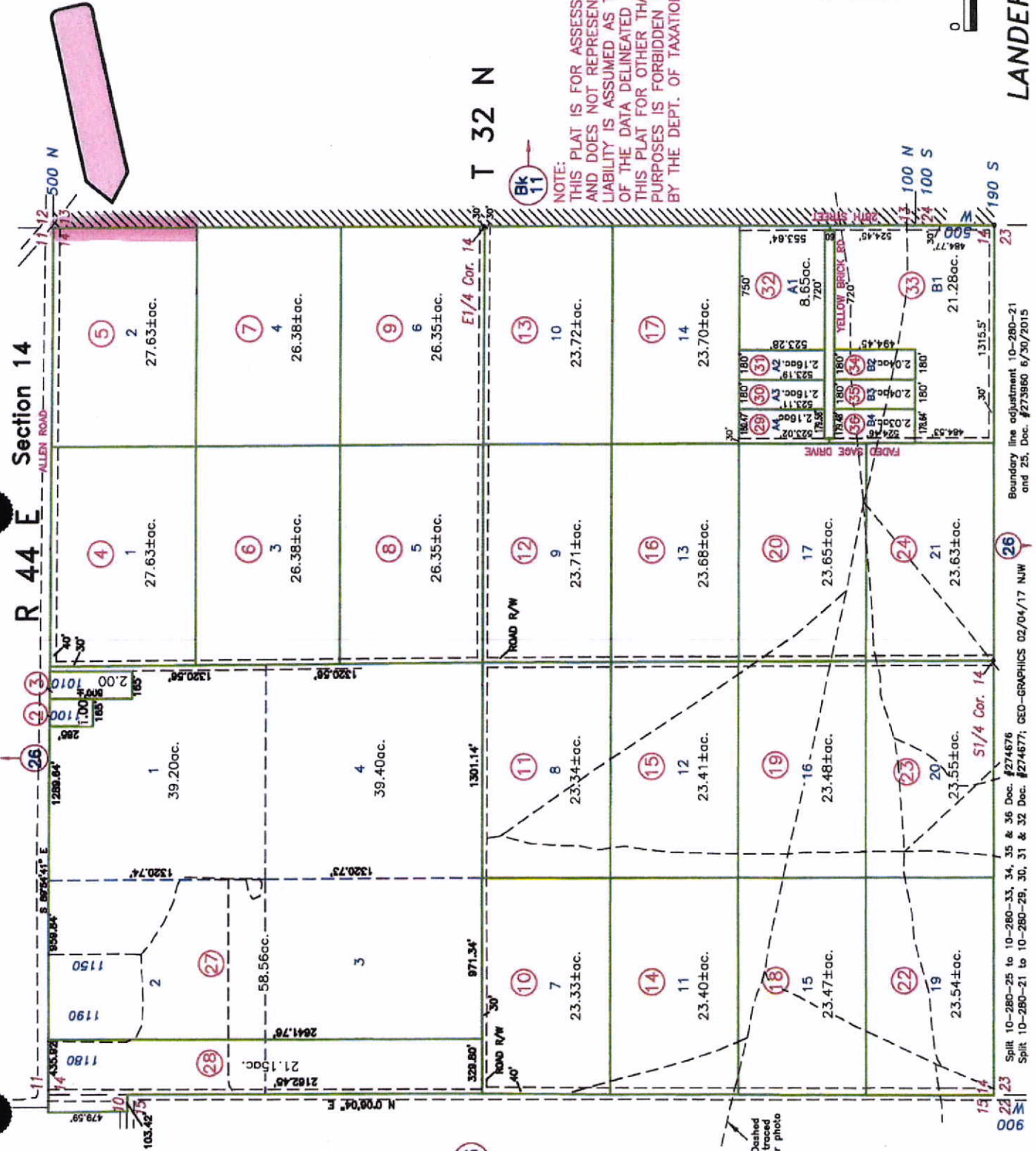
T 32 N

Bk 11

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



LANDER COUNTY



2-22-93

183519

392

83

PLANNING CERTIFICATE  
 I, the undersigned, a Professional Land Surveyor in the State of Nevada, do hereby certify that the foregoing map was prepared by me or under my direct supervision and that I am a duly Licensed Professional Land Surveyor in the State of Nevada, and that the map was prepared in accordance with the provisions of the Nevada Land Surveying Act, Chapter 209, NRS, and that the map was prepared in accordance with the provisions of the Nevada Land Surveying Act, Chapter 209, NRS, and that the map was prepared in accordance with the provisions of the Nevada Land Surveying Act, Chapter 209, NRS.

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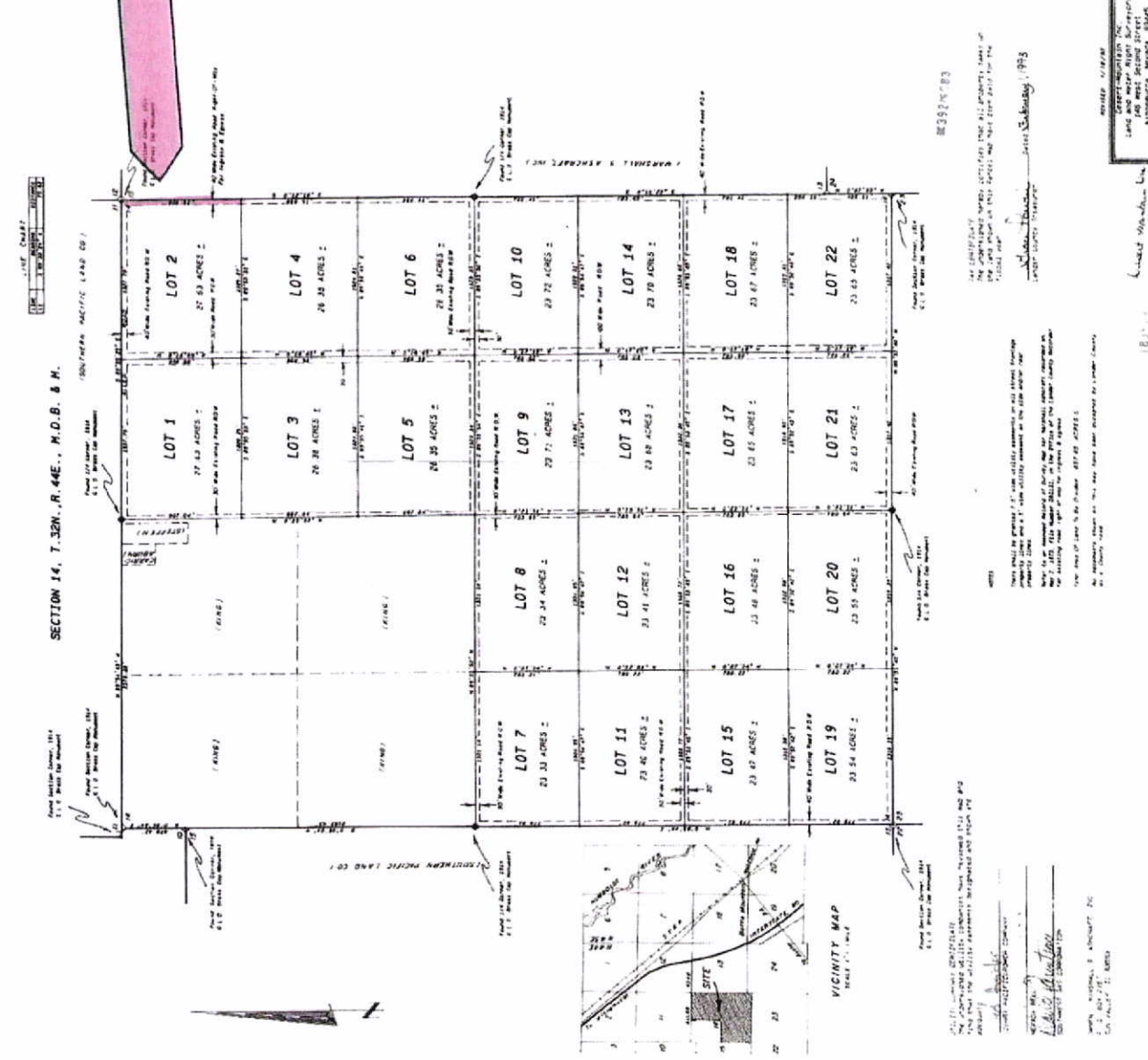
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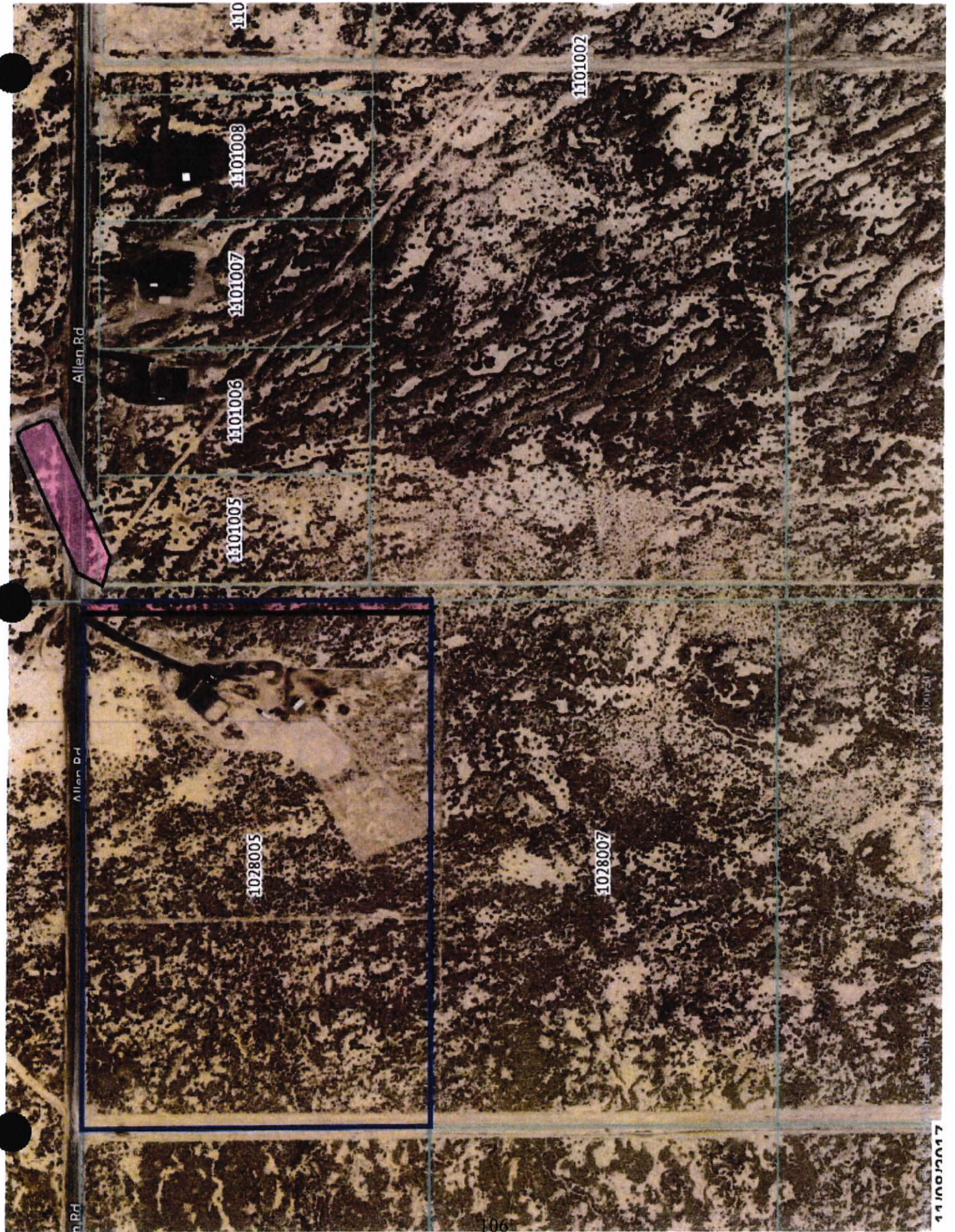
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**FINAL MAP**  
 DIVISION INTO LARGE PARCELS  
 PREPARED FOR  
 MARSHALL S. ASHCRAFT, INC.  
 Portion of Section 14,  
 T. 32N., R. 44E., M.D.B. & M.,  
 LANDER COUNTY, NEVADA

RECORDED  
 1993  
 LAND AND WATER SURVEY  
 140 West Second Street  
 ALBANY, NEVADA 89002  
 (702) 822-0011







**SADIE SULLIVAN**  
**LANDER COUNTY CLERK**

50 STATE ROUTE 305 • BATTLE MOUNTAIN, NV 89820  
(775) 635-5738

No. 20416

DATE Sept 21 2018

RECEIVED FROM Gary D. Campbell  
THE SUM OF One hundred & 00/100 DOLLARS \$ 100.00  
FOR Appeal filing fee for Planning Comm. PKT#1993

*Thank You!*

AMOUNT OF ACCOUNT.....\$  
AMOUNT PAID.....\$ 100.00  
BALANCE DUE.....\$

☒ CASH ☒ CHECK ☐ M.O. ☐ CREDIT CARD BY Kathy Duval

To: Lander County Commissioners

10/23/18

Re: Gary Campbell Easement Abandonment

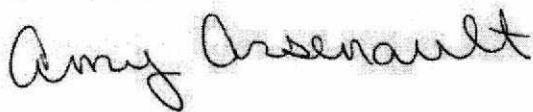
To Whom it May Concern,

I, Amy Arsenault, wish to completely oppose the County abandoning the easement as proposed by Gary Campbell. I own 2 parcels with which this easement provides me access. On the back parcel it is the sole access I have.

I give Jay Wintle permission to speak on my behalf regarding my opposition. I need this easement to remain in place. Please do not hesitate to call me should you have any questions.

Respectfully,

Amy Arsenault

A handwritten signature in cursive script that reads "Amy Arsenault". The signature is written in dark ink and is positioned below the printed name.



LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number \_\_10\_\_

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

Discussion and possible action to approve/disapprove a recreational marijuana cultivation facility license and a recreational marijuana production license to Rural Remedies, a pre-qualified applicant located in northern Lander County, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

# LANDER COUNTY

## RECREATIONAL MARIJUANA PRODUCTION FACILITY LICENSE LICENSE GRANTED 10/25/18

\*SUBJECT TO THE QUARTERLY RENEWAL FEE

BUSINESS NAME: RURAL REMEDIES

BUSINESS LOCATION: 2350 ALLEN ROAD, BATTLE MOUNTAIN, NV-NORTHERN LANDER COUNTY



DOUG MILLS, CHAIR

# LANDER COUNTY

## RECREATIONAL MARIJUANA CULTIVATION FACILITY LICENSE

LICENSE GRANTED 10/25/18

\*SUBJECT TO THE QUARTERLY RENEWAL FEE

BUSINESS NAME: RURAL REMEDIES

BUSINESS LOCATION: 2350 ALLEN ROAD, BATTLE MOUNTAIN, NV-NORTHERN LANDER COUNTY



DOUG MILLS, CHAIR



LANDER COUNTY COMMISSIONERS MEETING  
10/25/2018

Agenda Item Number \_11\_\_

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

Discussion and possible action to approve/disapprove a Special Use Permit for Joseph and Carynn Conder DBA Lander Leaf Growers to operate APN 010-260-31 located at 1075 Allen Road, Battle Mountain, Nevada, for medical marijuana cultivation and to place containers specifically built for cannabis cultivation on land, and all other matters properly related thereto.

Public Comment:

Background: Notice was sent to property owners on October 4, 2018 and was noticed in the Battle Mountain Bugle on October 10, 2018. Additional information is attached.

Recommended Action: Review and approval of Special Use Permit.





# LANDER COUNTY COMMISSION

October 25, 2018

- 
- 1.) \*Discussion for possible action regarding approval/disapproval of the following Special Use Permit, and other matters properly related thereto:

Applicant: Joseph & CaRynn Conder  
Location: 1075 Allen Road, Battle Mountain  
APN: 010-260-31  
Type: Special Use Permit to operate parcel for Medical Marijuana, and to place containers specifically built for cannabis cultivation on land.

Staff Notes:

This file was sent to: County Manager, Public Works, Building Official, Assessor & District Attorney.

LC Code 8.46.090:

Filing Application-Compliance with Land Use and Zoning-Payment of fees.

Applicants for a marijuana cultivation facility license authorized by NRS 453 A or 453 D may only begin the licensing procedure by filing a license application after receiving the necessary land use and zoning approvals from the county for the operation of the cultivation facility. All licensees of a marijuana cultivation facility shall comply with the land use and zoning provisions set forth in Title 17, chapters 17.36, 17.38, and 17.62 of the Lander County Code and must be at least one (1) mile out but no further than ten (10) miles outside of the town of Battle Mountain, the town of Austin, and the town of Kingston. Upon receiving the required land use entitlement approval, the applicant shall pay to the County the full amount of the fee applicable to the type of license for which application is made.

The applicant will be using containers specifically built for cannabis production that will be brought in and placed on property. There is currently a home and a shop located on the front 40-acres of this 80-acre parcel. The back 40 will be utilized for the Marijuana Cultivation. Applicant has stated that there will be no commercial signs or advertisements visible to the public. Deliveries of supplies are not expected above one per day. Any noise associated with the project is HVAC to keep temperature control of the containers and dust will be at a very minimum once the containers are in place. The only traffic expected is that of a few employees in the future and of inspectors and couriers. The property will be closed to the public and neighbors may see an increase in security in the area due to the high security requirements of the state.

Notice was sent to property owners within 300 feet of the property on October 11<sup>th</sup>, and it was advertised in the Battle Mountain Bugle on October 10<sup>th</sup>, 2018.





# Lander County Planning Commission

315 South Humboldt Street  
Battle Mountain NV 89820  
Phone: (775) 635-2860  
Fax: (775) 635-1120



## SPECIAL USER PERMIT APPLICATION

### APPLICANT / OWNER INFORMATION

Applicant(s): Joseph and CaRynn Conder  
Physical Address: 965 Weaver Ave, Battle Mountain, NV 89820  
Mailing Address: 965 Weaver Ave, Battle Mountain, NV 89820  
Owner's Phone Number: 775-635-9527  
Owner(s) Property: \_\_\_\_\_

### PROJECT INFORMATION

Property Location: 1075 Allen Road, Battle Mountain, NV 89820  
Assessor's Parcel Number: 010 - 260 - 31  
Current Zoning: A3

Are there any deed restrictions affecting the use of the property? ☐ yes ☒ no

#### Describe in detail your proposal for the property:

The property will be used as a site for a Medical Marijuana Cultivation as sanctioned by the State of Nevada and Lander County Government. Containers specifically built for cannabis production will be brought in and placed as seen on site map

#### List all buildings currently on the property:

At the front of property is a home and shop of the property owners. The facility will be placed at the rear of property as represented on the site map

#### What commercial signs or advertisements will be necessary if the Special Use Permit is granted? Attach drawings to scale of any proposed signs:

The property will have no commercial signs or advertisements visible to the public

Describe anticipated deliveries (Number per week, type of delivery vehicle, etc.)

Deliveries of supplies are not expected above 1 per day. Delivery vehicles may consist of ups, Fed-Ex and couriers in nondescript vehicles

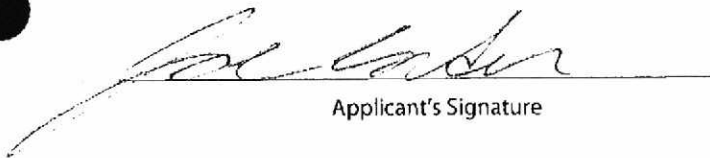
Estimate the number of visitors per day associated with the Special Use: No more than 10

How will the proposed project affect adjoining property owners. (noise, dust, traffic, etc.)?

The only noise associated with the project is Hvac to control temperatures and humidity in the containers. Dust will be controlled with gravel and water to minimize release of dust. Smell will be addressed with filtering of discharge air and treatment in accordance with state and federal regulation. Security will be addressed with fencing, locked gates, motion activated lights will be the only lighting used on the exterior to minimize disturbance to neighbors. The site will be closed to the public.

**SIGNATURE(S)**

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



Applicant's Signature

Date: 2018/09/21

**REQUIRED AT TIME OF APPLICATION**

The following must accompany this application:

- A copy of the Grant, Bargain & Sale Deed or an Affidavit attesting to ownership.
- Site plan - drawn to scale, showing all existing buildings, roads and easements of record, as well as any buildings, roads and easements proposed in conjunction with this application.
- \$300.00 application fee (non -refundable)

The completed application is due by \_\_\_\_\_ in order to be on the \_\_\_\_\_, 3:00 p.m. Planning Commission Agenda

**Should you have any questions, please contact us at (775) 635-2860 or 825 North Second Street, Battle Mountain, NV.**

## OWNER'S AFFIDAVIT

STATE OF NEVADA           )  
                                      )SS.  
COUNTY OF LANDER       )

I, Brian Engelson BEING DULY SWORN, DEPOSE  
AND SAY THAT I AM AN OWNER OF PROPERTY INVOLVED IN THIS PETITION AND THAT THE  
FOREGOING STATEMENTS AND ANSWERS HEREIN CONTAINED AND THE INFORMATION  
HEREWITH SUBMITTED ARE IN ALL RESPECTS TRUE AND CORRECT TO THE BEST OF MY  
KNOWLEDGE AND BELIEF.

PROPERTY ADDRESS OR PARCEL NUMBER: 1075 Allen Rd, Battle Mtn, NV 89820

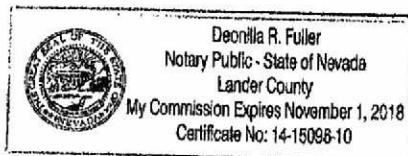
SIGNED

Brian Engelson

MAILING ADDRESS 1075 Allen Rd  
Battle Mountain NV 89820

PHONE 775 225-0287

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.



NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: \_\_\_\_\_





Close Window

Personal Property

Sales Data

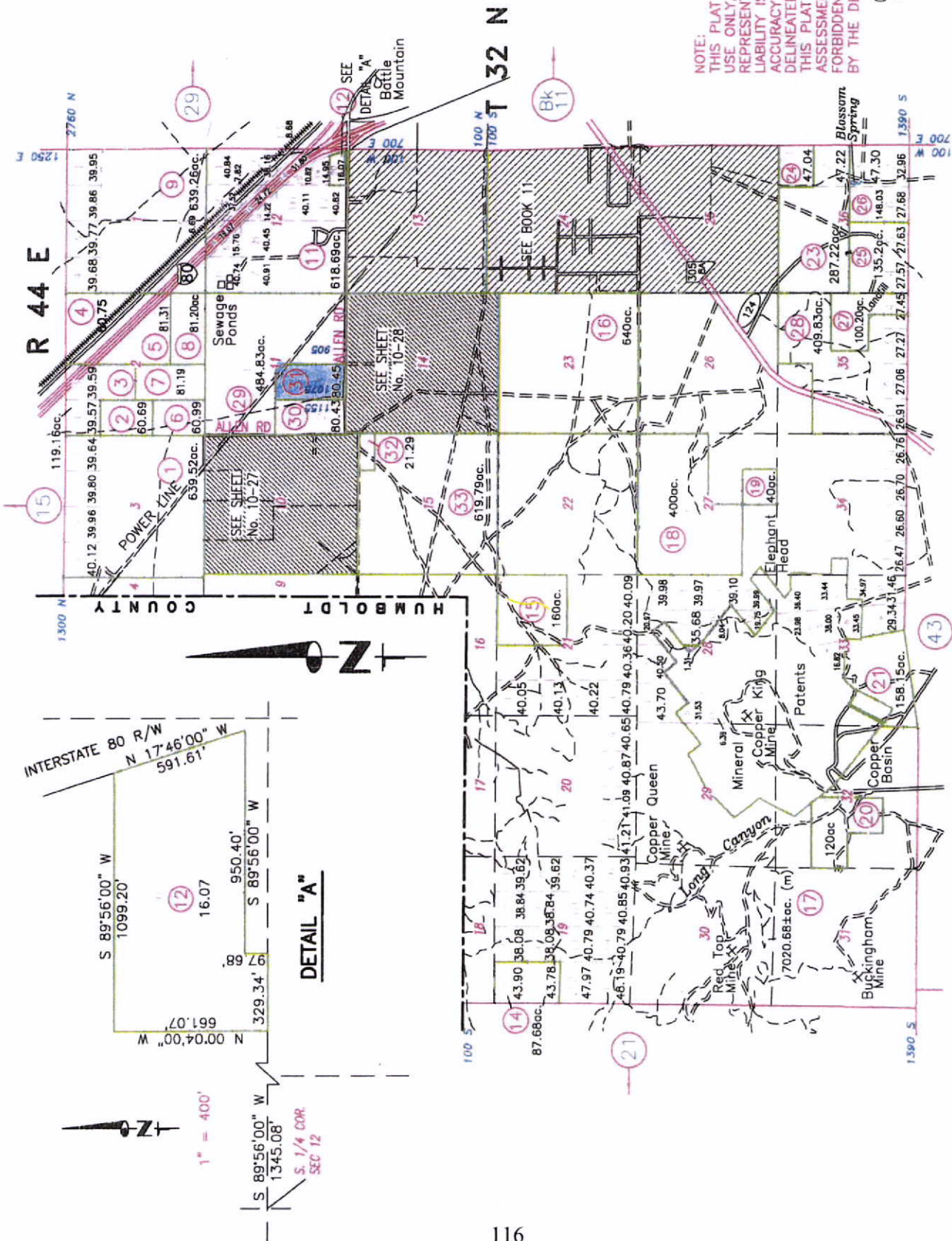
Secured Tax Inquiry

Recorder Website

## Parcel Detail for Parcel # 010-260-31

<b>Location</b> Property Location 1075 ALLEN ROAD Town District 80 - Battle Mountain Road Special Subdivision LOT 3 MAP# 218145 Lot Block Property Name Add'l Addresses Assessor Maps Legal Description Ag Land		<b>Prior Parcel #</b> 010-260-10 <b>Ownership</b> Assessed Owner Name ENGELSON, BRIAN H & SAMME E Mailing Address 1075 ALLEN ROAD BATTLE MOUNTAIN NV 89820 Legal Owner Name ENGELSON, BRIAN H & SAMME E Vesting Doc #, Date 250794 03/06/2008 Year / Book / Page 08 / 583 / 723 Map Document #s 218145 Ownership History Document History																																																									
<b>Description</b> Total Acres 80.450 Square Feet 0 Ag Acres 79.450 W/R Acres 000 <b>Improvements</b> Single-family Detached 0 Non-dwelling Units 0 Bedrooms / Baths 3 / 2 Single-family Attached 0 Mobile Home Hookups 1 Stories 2 Multiple-family Units 0 Wells 1 Garage Square Ft... 0 Mobile Homes 1 Septic Tanks 1 Attached / Detached Total Dwelling Units 1 Buildings Sq Ft 0 Improvement List Residence Sq Ft 2,485 Improvement Sketches Basement Sq Ft 0 Basement Improvement Photos Finished Basement SF 0 Bedrooms / Baths 0 / 00		<b>Appraisal Classifications</b> Current Land Use Code 592 Code Table Zoning Code(s) A2 Re-appraisal Group 4 Re-appraisal Year 2018 Original Construction Year 2008 Weighted Year																																																									
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Back to Search List

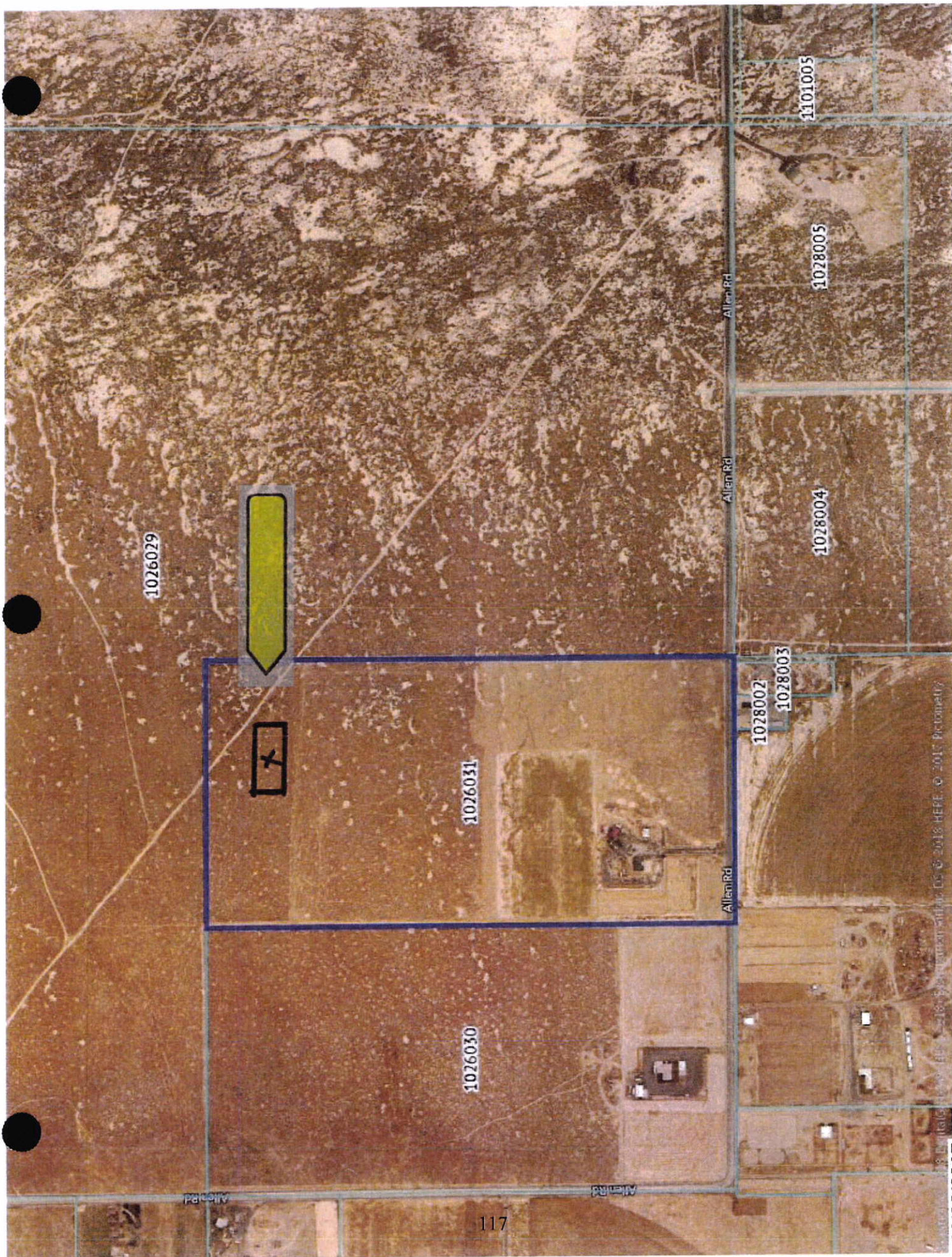


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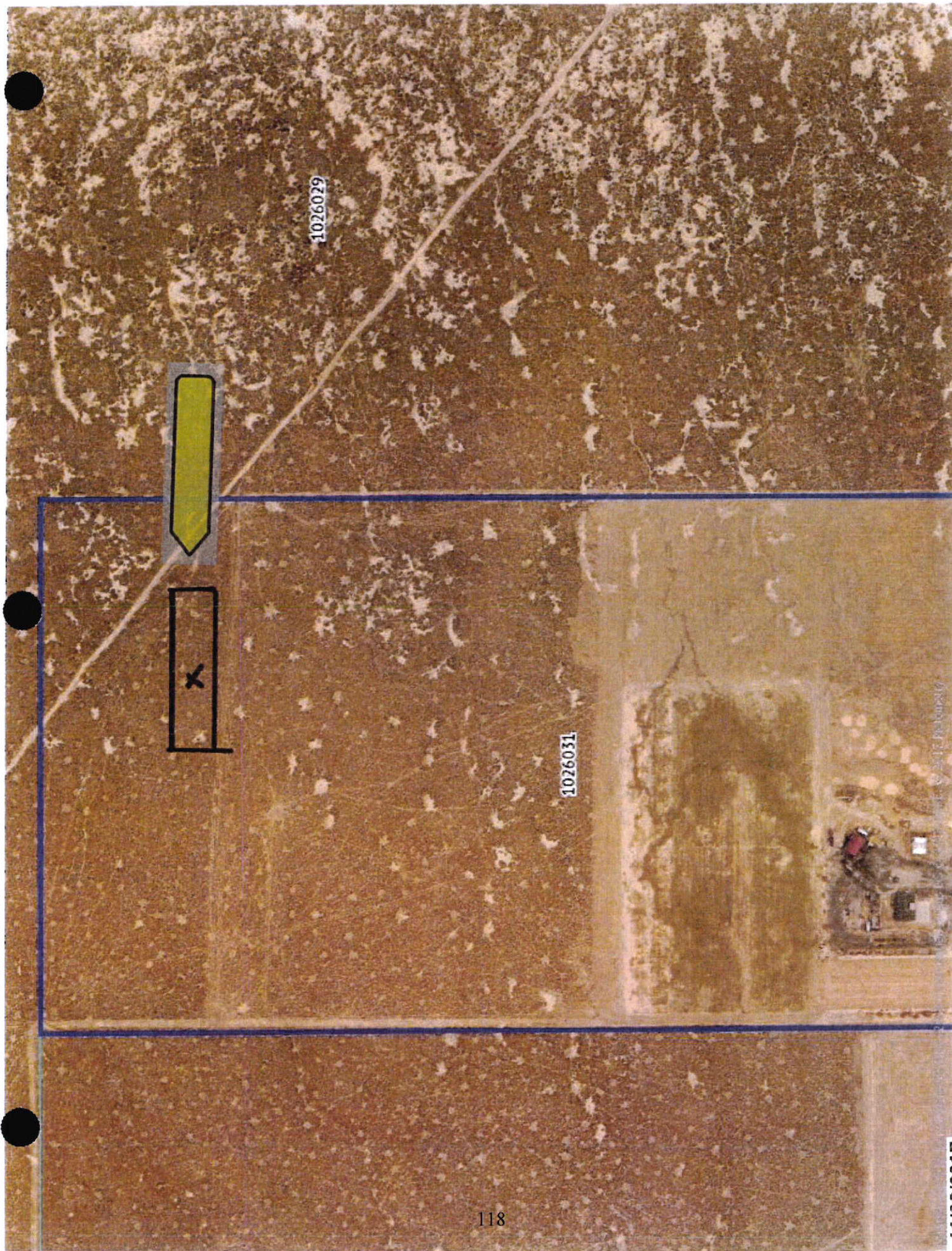
LANDER COUNTY

ADD ADDRESS, UPDATE ROADS 02/11/11 NJW NOT ALL TRAILS/MINING ROADS ARE SHOWN

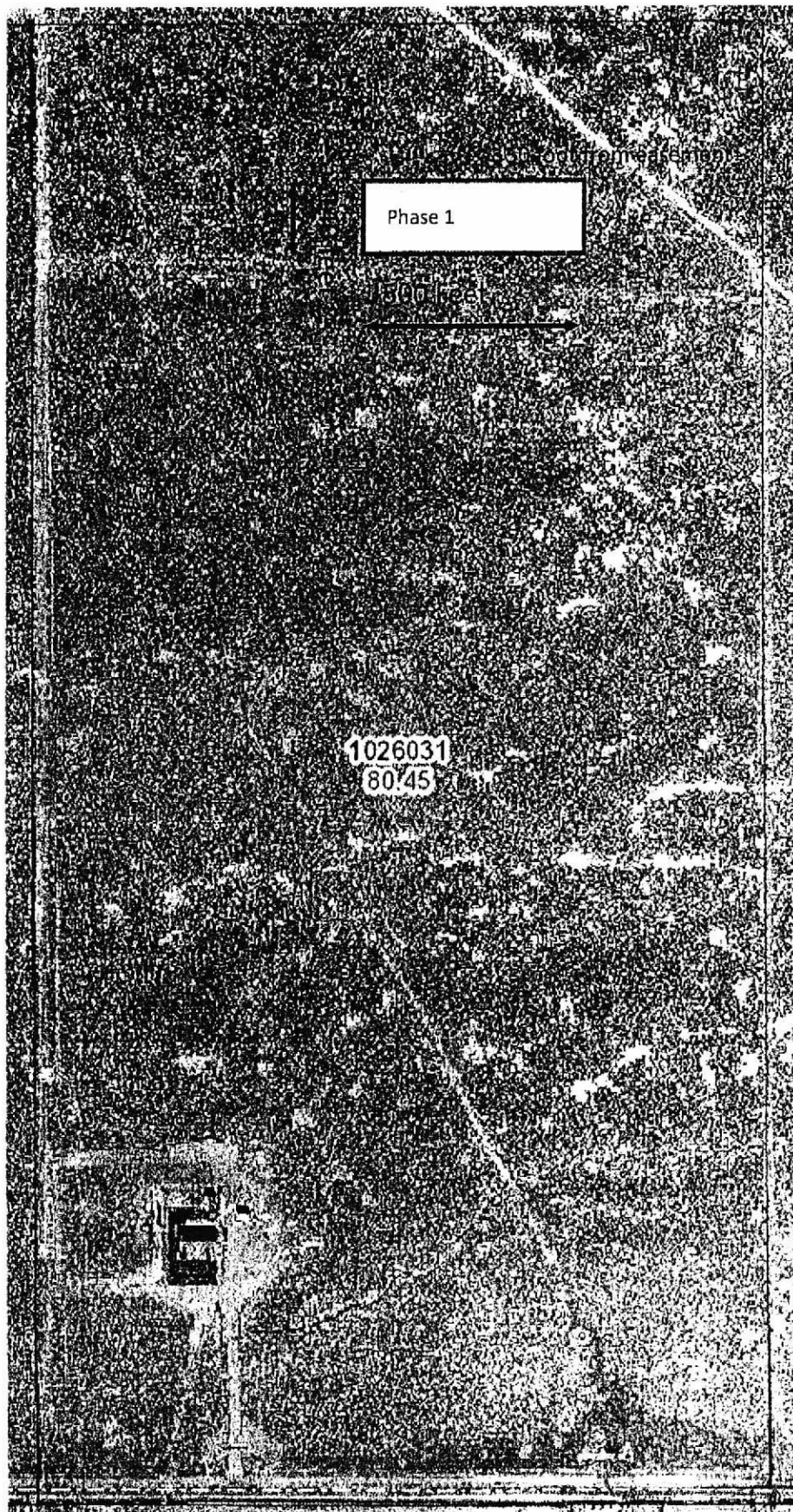




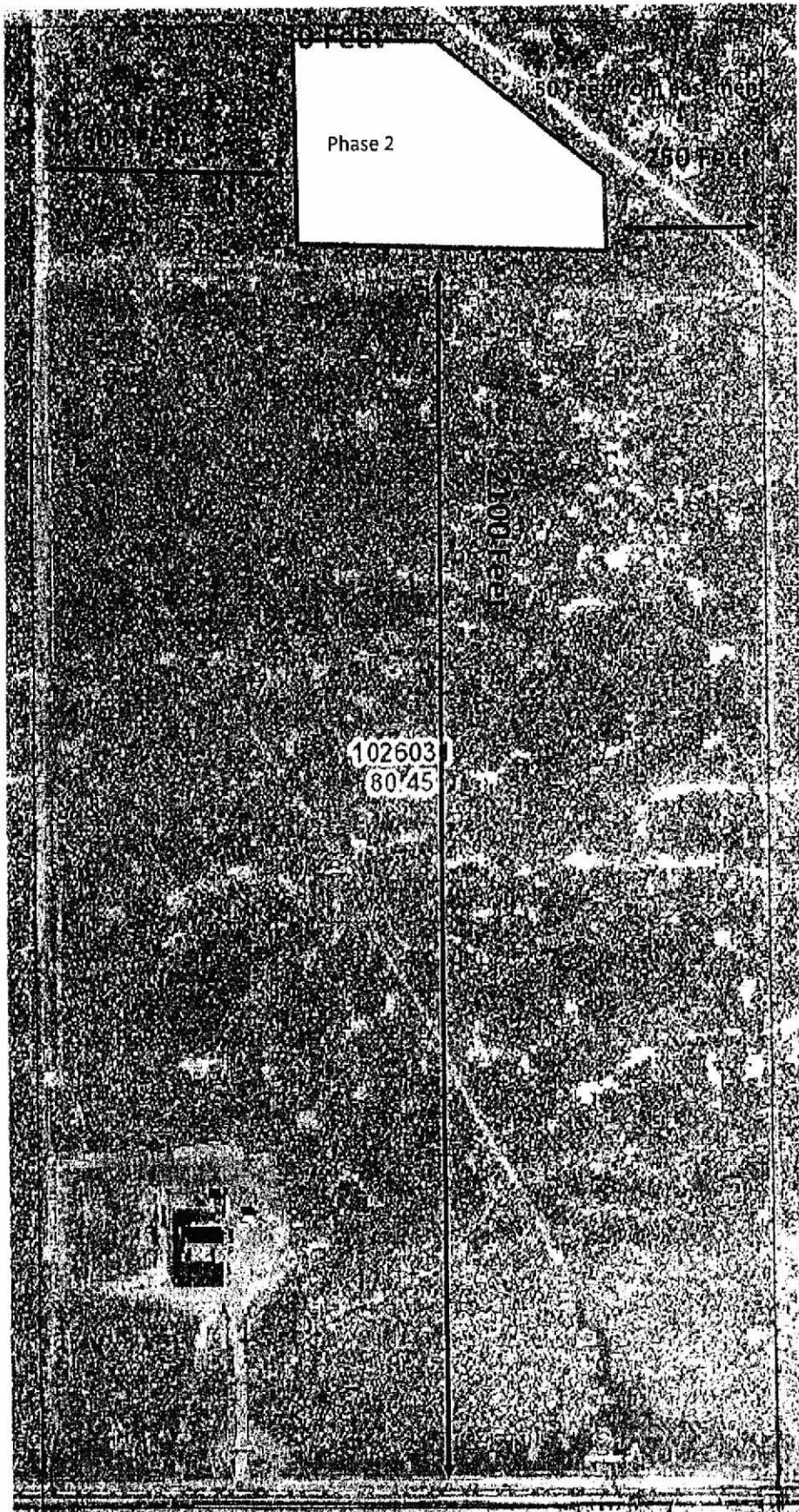




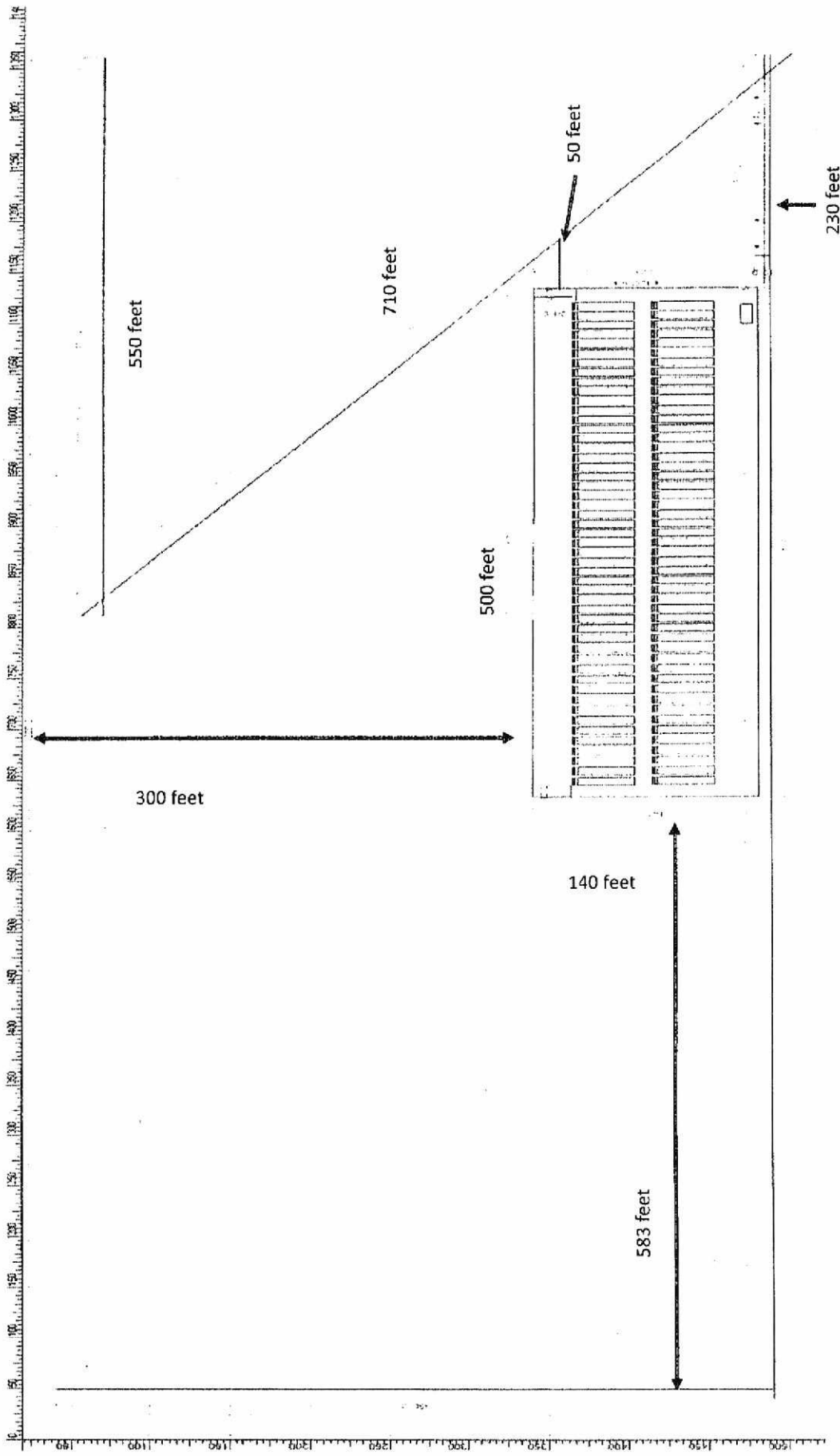












Lander Leaf Growers  
1075 Allen Road

1" = 150 feet

**County of Lander**  
Planning and Building Department  
1-775-635-2860  
**Zoning Supplement Information**

PLEASE ANSWER ALL QUESTIONS, INCOMPLETE INFORMATION COULD DELAY APPROVAL

Street Address 1334 2050 E

Proposed Use Medical Marijuana Cultivation

1. What was the previous use of the property? (If known) Unknown
2. Name of the previous tenant: (If known) Unknown
3. Will there be any changes to the interior of the building? N/A ☐ Yes ☐ No
4. Will there be any changes to the exterior of the building? N/A ☐ Yes ☐ No
5. Will there be any changes to the parking lot? N/A ☐ Yes ☐ No
6. Will there be any changes to the landscaping? ☒ Yes ☐ No  
If yes to any of the above questions, a permit will be required.
7. What will be the days and hours of operation:  
Days: 7 Hours per Week: 168
8. How many employees will be at the site? 1-10
9. How many off-street parking spaces will be provided? 10
10. What is the maximum number of people at your business at any one time? 15
11. What is the gross interior floor area? 2080  
Of that space, how many interior square feet will be dedicated for the following uses:  
Retail Sales 0 Square Feet Storage 320 Square Feet  
Office 160 Square Feet Other 1600 Square Feet  
Manufacturing 0 Square Feet
12. Will there be any outdoor activity or storage use? ☒ Yes ☐ No; If Yes, please describe: Cleaning of containers and tools
13. Will the storage require racking? ☐ Yes ☒ No; If Yes, a permit will be required.
14. What will be the maximum height of storage (warehouse/storage uses): 6 Foot
15. What type of products will be stored and how will they be packaged (warehouse/storage uses)?  
Marijuana stored in sealed containers
16. What materials or equipment will be used and/or stored on the property?  
Cleaning supplies, Cultivation equipment, grow media, fertilizer, Pesticides.
17. Will hazardous, toxic or flammable substances be stored on the property? ☒ Yes ☐ No  
If Yes, please describe the substances: Cleaning supplies, fertilizer, Pesticides
18. Will the property produce non-domestic sewage? ☐ Yes ☒ No  
If Yes, please describe sewage generated: \_\_\_\_\_
19. Does the property have an outdoor enclosure for solid waste and recycling containers? ☐ Yes ☒ No  
If No, where will solid waste and recycling containers be stored? Dumpster
20. Will there be deliveries to and/or from your business? ☒ Yes ☐ No  
If Yes, how many deliveries daily? 0-5  
When and What days will deliveries occur? Days: Monday - Friday Hours: 8am - 5pm

Note: All signs must comply with Title 17 of the Lander County Development Code.

The Information contained above is true and correct to the best of my knowledge.

Signature Cameron Corder Date 8-10-18

**STAFF ONLY**

Zoning District \_\_\_\_\_  
Permitted Use ☐ Yes ☐ No  
Conditional Use ☐ Yes ☐ No  
Administrative Review ☐ Yes ☐ No

Approved ☐ Yes ☐ No

Planner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Staff Comments: \_\_\_\_\_

12. After arrival at destination MEA must document end time of trip and any changes to the trip plan that was filed previous to transport.
13. At the planned destination, driver will park within sight of MME surveillance system. The driver will document the receiving MEA name and agent registration number. The driver will verify that packages match invoice with a MEA that is receiving product. The driver will unload marijuana within sight of MME surveillance system. The driver will collect a signature specifying receipt of marijuana by receiving MEA. The driver will provide copy of invoice to receiving MEA and bring the original back to the medical marijuana cultivation facility (MMFC).
14. The driver will report any vehicle accident that occurs during transportation to the owner of the MMFC or designated agent within 2 hours of the accident.
15. The driver will report any loss or theft of marijuana that occurs during the transportation to the owner of MMFC or designated agent immediately after driver becomes aware of loss or theft. The owner of MMFC will immediately report the loss or theft to the appropriate law enforcement agency and to the DOT. The driver will fill out Loss/Theft incident report.
16. The driver will report any unauthorized stop that lasts longer than 2 hours to owner of MMFC. The driver will fill out the Unauthorized stop incident report when he gets back to the MMFC. The owner will then report any unauthorized stop longer than 2 hours to the DOT.
17. MMFC will retain documents and maintain a log of all incidents that occur during transportation.

#### 5.3.4.3. Procedures to ensure adequate security measures for building security

##### SECURITY PLAN

- 1) Use of professional security monitoring firm to prevent unauthorized entrance into limited access areas that includes:
  - a) Cameras to detect unauthorized intrusion.
  - b) Exterior lighting to facilitate surveillance.
  - c) Electronic monitoring, including:
    - i) A call-up monitor that is at least 19 inches;
    - ii) A video printer capable of immediately producing a clear still photo from any video camera image.
    - iii) Video cameras with a recording resolution of at least 704 x 480 or the equivalent which provide coverage of all entrances to and exits from limited access areas and all entrances to and exits from the establishment, are capable of identifying any activity occurring in or adjacent to the establishment 24 hours a day.
    - iv) A video camera that includes date and time generators which possess the capability to display the date and time of recorded events on video tape recordings. The displayed date and time will not obstruct the recorded view;
    - v) Video camera's will be installed in a manner that will prevent it from being readily obstructed, tampered with or disabled by patrons or employees;
    - vi) A video camera at each point-of-sale location including loading of product to be transported to a testing facility, or transported to a production facility.
    - vii) A video camera capable of identifying any activity occurring within grow areas with low light conditions; 24 hours a day;



- vii) Video recordings will be stored for a minimum of 30 days.
- ix) A failure notification system that provides an audible and visual notification of any failure in the system;
- x) Battery backup for video cameras and recording equipment to support at least 5 minutes of recording in the event of a power outage.
- xi) Immediate notification to alert local law enforcement agencies of an unauthorized breach of security.
- d) Reasonable effort will be made to repair each malfunction of security system equipment within 72 hours of detected malfunction.
- e) In the event of a camera malfunction, alternative camera coverage, or additional security personnel to protect the subject activity will be provided. If other security measures need to be taken, the Department of Taxation (DOT) will be contacted to determine if security measures are adequate.
- f) The video recording of any recorded event will be provided to the DOT upon request at our expense.
- g) The security equipment will have the capability to produce a still copy of the images on a video recording, which will be provided to the DOT upon request.
- h) A log will be maintained that documents each malfunction and repair of surveillance system. The log will state the time, date and nature of each malfunction, the efforts expended to repair the malfunction and the date of each effort, the reasons for any delays in repairing the malfunction, the date the malfunction is repaired and where applicable, and any alternative security measures that were taken. The log will also reference, by date and time, any communications with the DOT concerning any malfunction or corrective action. The log will be retained for a minimum of 1 year after the date of the last entry in it.
- 2. A fence around the perimeter of the property will be established for security.
- 3. Doors and windows will remain locked and secured at all times with the exception of access for authorized personnel.

#### 5.3.4.4. Procedures to ensure adequate security measures for product security.

##### SECURITY POLICIES

1. The only persons who are authorized to be on the premises of proposed medical marijuana cultivation facility (MMCF) are:
  - a. A person who is at least 21 years of age
  - b. A marijuana establishment agent (MEA);
  - c. A person inspecting the marijuana establishment by the Department of Taxation (DOT) or any other authorized agent of DOT.
  - d. Any person other than those authorized to be on the premises of MMCF must be at least 21 years of age, have approval by one of the owners of MMCF, and must obtain a visitor identification badge from a MEA before entering the premises of MMCF.
    - i. Visitors must be escorted and monitored by a MEA at all times he or she is on the premises of MMCF.

- ii. Visitors must visibly display his or her visitor identification badge at all times he or she is on the premises of MMCF.
    - iii. Visitors must not handle any marijuana or cash whatsoever; and
    - iv. Must return the visitor identification badge to a MEA upon leaving the premises of MMCF.
  - e. MMCF shall maintain a visitor log which includes the name of the visitor and the date, time and purpose of each visit by a person other than those authorized to be on the premises of MMCF.
    - i. MMCF shall make its visitor log available to the DOT upon request.
  - f. Each regular, seasonal or temporary employee, or volunteer of MMCF must obtain an MEA registration card before they will be authorized to be on the premises of MMCF and will not be authorized to work by obtaining a visitor identification badge.
2. Each MEA on the premises of MMCF or providing transportation of marijuana for MMCF must have his/her valid MEA registration card in his/her immediate possession and must wear an employee badge with a current picture ID with first name and job position included.
  3. MMCF will provide written notice to the DOT within 10 days of which an MEA is no longer employed, including any officer or board member, volunteer, or contract labor by independent contractors.
  4. Any persons loitering on the premises of MMCF will be reported to a MMCF owner. A MEA will ask any loitering persons to leave the premises immediately.
    - a. Any persons that are asked to leave and don't leave immediately, will be reported to the local law enforcement officials who will escort any unauthorized persons off of the premises.
    - b. MMCF will seek a restraining order, if necessary, against any persons who repeatedly loiter at MMCF premises.
  5. MMCF exterior doors will remain locked at all times except for entrance and exit to the establishment.
  6. Each morning MEA's will do an inspection of the facilities to detect any breach of security to the facilities from the previous day, including:
    - a. Inspection of the exterior of the building to include structure, doors, windows, and security cameras for damage.
    - b. Inspection of the interior of the building to include, structure, doors, windows, grow areas, secured storage, and security cameras for damage.
    - c. Inspection of security system and video equipment for damage or malfunction.
    - d. Storage of video recordings for each 24 hour period.
    - e. Inventory of plants and any product in storage.
    - f. Inventory of any cash on hand.
  7. At the end of each work day MEA's will perform a security checklist, including:
    - a. Inventory of plants and any product in storage.
    - b. Inventory of cash on hand.

- c. Inspection of security system and video equipment for damage or malfunction.
  - d. Lockdown of all facility doors and windows.
  - e. Inspection and /or setting of all security alarms.
8. MMCF will use a security system capable of notifying local law enforcement agencies of an unauthorized breach of security at MMCF.



# **SPECIAL USE PERMIT**

SUP # 2018-10-25-1

IT HAVING BEEN MADE TO APPEAR that the application of  
***Joseph & CaRynn Conder***

For a Special Use Permit pursuant to Lander County  
Code 17.68.020 for the following use:

***To operate parcel for Medical Marijuana, and to place containers  
specifically built for cannabis cultivation on parcel.***

In Regards to Parcel:

**APN 010-260-31**

**1075 Allen Road, Battle Mountain  
Battle Mountain, NV 89310**

HAS BEEN DULY FILED AND IT FURTHER APPEARING that such  
application is in accordance with the law and not offensive to any other provision  
of the Lander County Master plan, NOW THEREFORE, IT IS ORDERED that a  
Special Use Permit for the above and foregoing use (s) be and the same is hereby  
granted on the following conditions:

- 1) Must comply with all local, state, and federal laws.
- 2) That the permit be governed by the information stated on the  
application.
- 3) The permit will be automatically reviewed in the event any complaints  
are received and could possibly be revoked.

**ISSUED this 25th day of October, 2018**

---

Doug Mills, Chairman  
LANDER COUNTY COMMISSIONER

## LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number \_\_12\_\_

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

Discussion and possible action regarding approval/disapproval of the parcel map for David S. Wright located at 395 Pinion Pine Way, Battle Mountain, Nevada, APN 011-030-04, to split one (1) 40 acre parcel into three (3) parcels, and all other matters properly related thereto.

Public Comment:

**Background:** This item was seen and approved before the Planning Commission on 10-10-2016 at it's regular session meeting. The allowable septic tank desit, without an engineering report, is 99 per ssquare mile. There are approximately 107 existing systems within a mile in this area. Please review the attached materials for further details.

**Recommended Action:** Approval of parcel map

129



# LANDER COUNTY PLANNING COMMISSION

October 10, 2018

## AGENDA ITEM NUMBER 1

---

- 4) \*Discussion for possible action regarding approval/disapproval of the following Parcel Map, and other matters properly related thereto:

Applicant: David S. Wright  
Location: 395 Pinion Pine Way Battle Mountain  
APN: 011-030-04  
Type: To split one (1) parcel into Three (3) parcels

Applicant wishes to split 40-acre parcel into four parcels:

Parcel 1: 29.99 acres

Parcel 2: 5 acres

Parcel 3: 5.1 acres

The allowable septic system density without an engineering report is 99 per square mile. There are approximately 107 existing systems within that area.

Staff Comments: Notice of this request was sent to staff:  
Keith Westengard, Lander County Executive Director  
Anna Penola, Building Official  
Bert Ramos, Public Works Director  
Lura Duvall, County Assessor  
Ted Herrera, Lander County District Attorney

### Master Plan Reference

- Lander County Master plan discourages parcels less than 2.5 acres if municipal water and sewer service is not available. These parcels fit to this standard at five-acre minimum with municipal water available.
- A-2 (RR-5) is appropriate when they function as a buffer between rural lands and adjacent higher density development. The area in which these parcels lay are between A-2 lands north, A-2 and R-1/MO to the south, R-1 to the east and A-3 to the West.

### NRS Reference

NRS 278.462 Requirements which may be imposed by governing body.

The governing body or, if authorized by the governing body, the planning commission or other authorized person:

1. May require street grading, drainage provisions and lot designs as are reasonably necessary.
2. If it anticipates, based upon duly adopted ordinances and plans, that the parcels will be used for residential, commercial or industrial purposes, may require off-site access, street alignment, surfacing and width, water quality, water supply and sewerage provisions only as necessary and consistent with the existing use of any land zoned for similar use which is within 660 feet of the proposed parcel. If the governing body, the planning commission or other authorized person may require additional improvements, which are reasonably necessary and consistent with the use of the land if it is developed as proposed.

### NAC Reference

NAC 444.790 Lot Size. (NRS 439.200, 444.650)

1. A minimum area of 1 acre (43,560 square feet), including public streets and alleys or other public right-of-ways, lands or any portion thereof abutting on, running through or within a building site, is required for the installation of an individual sewage disposal system on a lot served by a well.



# Lander County Community Development



## PARCEL MAP APPROVAL APPLICATION

### APPLICANT/OWNER INFORMATION

Applicant(s): David S. Wright Phone: (775) 738-8349

Address: 155 Fir Street - Elko, NV 89801

Legal Owner(s): David S. Wright Phone: (775) 738-8349

Address: 155 Fir Street - Elko, NV 89801

Applicant's Representative or Engineer and contact information if applicable: \_\_\_\_\_

John Milton - Desert Mtn Surveying - (775) 623-4414

### PROJECT INFORMATION

Property Location: 395 Pinion Pine Way - Battle Mtn, NV

Assessor's Parcel Number: 011-030-04

Current Zoning: A2 - Five Acre Agricultural District

Total Number of Parcels and Acreage: 3 parcels - 40 acres total

Utilities will be furnished as follows:

Electricity: NV Energy Water: Lander County Sewage: Individual septic

Existing and proposed street dedications are as follows: \_\_\_\_\_

Kayci Avenue

Type of street or other improvements proposed are as follows: \_\_\_\_\_

none proposed

Existing and proposed fire protection improvements are as follows: \_\_\_\_\_

Lander County

Proposed use on each parcel is as follows (if applicable): \_\_\_\_\_

2-5 acre residential parcels plus remainder

**SIGNATURE(S)**

I here by certify that the information stated above and on forms, plans and other materials submitted along with this application form is true and correct to the best of my knowledge. It is my responsibility to inform Lander County of any changes to information represented in this submittal.

[Signature]

Owner's Signature

9/11/2018

Date

Applicant's Signature (if the person applying is not the owner) \_\_\_\_\_

Date \_\_\_\_\_

Application is due by \_\_\_\_\_ in order to be heard at the \_\_\_\_\_ 6:00 p.m.  
Planning Commission meeting held in the Community Meeting Room, 50 State Route 305, Battle Mountain, NV.

*This application will not be placed on the Planning Commission Agenda until all requirements of the Lander County Code Title 16 have been met. The Planning Commission will forward its recommendations to the Board of County Commissioners for final determination.*

**REQUIRED AT TIME OF APPLICATION**

The following must accompany this application:

- A copy of the Grant Bargain and Sale Deed or Affidavit attesting to ownership.
- One (1) copy of the proposed Parcel Map prepared in accordance with Chapter 16.12 of Lander County Code for review by the appropriate departments.
- One electronic copy (pdf) of the Proposed Parcel Map.
- If property is improved, include all existing buildings, building setbacks, and any other pertinent information.
- Any bonding of roads or improvements if applicable.
- A water right per parcel if applicable.
- \$105.00 fee should a waiver from the County Surveyor be requested.
- \$400.00 certification review (non-refundable).
- Note that the Mylar of the proposed Parcel Map with appropriate signatures and any changes required will need to be submitted before the Planning Commission meeting date.

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







[illegible]

**PRELIMINARY -  
FOR REVIEW ONLY**

**OWNERS CERTIFICATE**

This is to certify that the undersigned, DAVID S. WELCH, is the record owner of the tract of land represented on this plat and that the same is situated in accordance with and subject to N.E.S. CHAPTER 276 and the LAMAR COUNTY PARCEL MAP ORDINANCE, and does hereby state without reservation of rights of way and easements as are designated and shown on this plat for the purpose of construction and maintenance of public utilities, drainage and access easements.

DAVID S. WRIGHT  
NOTARY PUBLIC CERTIFICATE  
STATE OF \_\_\_\_\_ } S.S.  
COUNTY OF \_\_\_\_\_ }  
This instrument was acknowledged \_\_\_\_\_, 2019.

NOTARY PUBLIC  
My commission expires \_\_\_\_\_

COUNTY ASSESSOR'S CERTIFICATE

COUNTY SURVEYORS CERTIFICATE  
I, ROBERT E. MORLEY, LANDER COUNTY SURVEYOR, have reviewed

ROBERT E. WOOLLEY LANIER COUNTY SHERIFF	Dated
--	-------

LANDER COUNTY COMMISSIONERS CERTIFICATE  
AT A regular meeting of the LANDER COUNTY COMMISSIONERS of  
LANDER COUNTY, NEVADA, held on the \_\_\_\_ day of  
2016, this map was duly and regularly approved  
pursuant to NRS 278.460 through 278.466,  
the LANDER COUNTY LAND DIVISION ORDINANCE.

COUNTY TREASURERS CERTIFICATE

PLANNING COMMISSION CERTIFICATE  
This PARCEL MAP has been reviewed and accepted by the PLANNING  
COMMISSION OF LANSER COUNTY, NEVADA, for the purpose of land  
division.

**UTILITY COMPANY CERTIFICATE**  
The undersigned utility companies have reviewed this map and find that the utility easements designated and shown are correct.

SOUTHWEST GAS CORPORATION		Gazette
---------------------------	--	---------

SUBRA PACIFIC POWER COMPANY      Dated

FOR MORE INFORMATION, CONTACT:

NEVADA BELL TELEPHONE COMPANY  
Box A, July 7, NEVADA

During 1982 and 1983, the Department of Agriculture (USDA) and the Environmental Protection Agency (EPA) conducted a study of the effects of the use of herbicides on the environment. The study was conducted in the form of a series of field experiments. The results of the study are summarized in the following table:

Herbicide	Effect on Soil	Effect on Water	Effect on Air	Effect on Plants	Effect on Animals
Alachlor	Increased soil erosion	Increased water pollution	Increased air pollution	Reduced plant growth	Reduced animal growth
Atrazine	Increased soil erosion	Increased water pollution	Increased air pollution	Reduced plant growth	Reduced animal growth
Carbaryl	Increased soil erosion	Increased water pollution	Increased air pollution	Reduced plant growth	Reduced animal growth
Dieldrin	Increased soil erosion	Increased water pollution	Increased air pollution	Reduced plant growth	Reduced animal growth
Endosulfan	Increased soil erosion	Increased water pollution	Increased air pollution	Reduced plant growth	Reduced animal growth
Heptachlor	Increased soil erosion	Increased water pollution	Increased air pollution	Reduced plant growth	Reduced animal growth
Malathion	Increased soil erosion	Increased water pollution	Increased air pollution	Reduced plant growth	Reduced animal growth
Parathion	Increased soil erosion	Increased water pollution	Increased air pollution	Reduced plant growth	Reduced animal growth
Permethrin	Increased soil erosion	Increased water pollution	Increased air pollution	Reduced plant growth	Reduced animal growth
Phosphamidon	Increased soil erosion	Increased water pollution	Increased air pollution	Reduced plant growth	Reduced animal growth
Simazine	Increased soil erosion	Increased water pollution	Increased air pollution	Reduced plant growth	Reduced animal growth
Terbufos	Increased soil erosion	Increased water pollution	Increased air pollution	Reduced plant growth	Reduced animal growth
Triphenylethylene	Increased soil erosion	Increased water pollution	Increased air pollution	Reduced plant growth	Reduced animal growth

The results of the study show that the use of herbicides has a significant negative impact on the environment. The use of herbicides has led to increased soil erosion, increased water pollution, increased air pollution, reduced plant growth, and reduced animal growth. The use of herbicides has also led to the death of many animals, including birds, fish, and insects. The use of herbicides has also led to the death of many plants, including crops and trees. The use of herbicides has also led to the death of many animals, including birds, fish, and insects. The use of herbicides has also led to the death of many plants, including crops and trees.

① indicates a 3/4" hole per foot with a particle size limited to 1/4" (No. 40 sieve), unless otherwise noted.

\* indicates a found value as indicated.

◆ indicates a found 1/4 section error.

**SAYS OF READINESS**

The Board of Supervisors was told that their Amended Account of Survey Map, prepared for various amounts, says the number 19904 is about 147 pages 550, which was recorded in the Office of the Lancaster County Recorder.

PARCEL MAP

PREPARED FOR DAVID S. WRIGHT

LYING WITHIN THE MARGIN OF SECTION 24, TOWN OF ASHLAND, ALBERTA.

DESERT MOUNTAIN SURVEYING



1000

LANDER COUNTY COMMISSIONERS MEETING  
10/25/2018

Agenda Item Number \_13\_\_

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

Discussion and possible action to approve/disapprove Resolution 2018-14 directing the County Assessor to prepare and publish the 2019/20 Assessment Roll, and all other matters properly related thereto.

Public Comment:

**Background:** NRS 361.300, requires the Board of Commissioners, to direct the County Assessor, by Resolution, to publish the 2019/20 Secured Tax Roll prior to January 1, 2019.

**Recommended Action:** Approval of Resolution 2018-14.

# AGENDA REQUEST FORM



MEETING DATE: October 25, 2018

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: Resolution directing the County Assessor to prepare and publish the 2019/20 Assessment Roll.

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

Nevada Revised Statute 361.300, requires the Board of Commissioners, to direct the County Assessor, by Resolution, to publish the 2019/20 Secured Tax Roll, prior to January 1, 2019.

I am requesting the Resolution to include the option of mailing or publishing the Tax roll, as prescribed by NRS.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST?

AMOUNT: N/A

☐ YES

☐ NO

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING?

WHEN? No

☐ 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 X  
ASSESSOR \_\_\_\_\_  
BUILDING \_\_\_\_\_  
AIRPORT \_\_\_\_\_  
ROAD & BRIDGE \_\_\_\_\_  
PARKS DEPT. \_\_\_\_\_  
FAIR & REC. \_\_\_\_\_

SHERIFF \_\_\_\_\_  
COUNTY MANAGER X  
PLANNING DEPT. \_\_\_\_\_  
FINANCE DEPT. X  
RECORDER \_\_\_\_\_  
WATER & SEWER \_\_\_\_\_  
GOLF COURSE \_\_\_\_\_

JUSTICE COURT \_\_\_\_\_  
DISTRICT ATTORNEY X  
TREASURER \_\_\_\_\_  
SWIM. POOL \_\_\_\_\_  
HOSPITAL \_\_\_\_\_  
CIVIC CENTER \_\_\_\_\_  
OTHER \_\_\_\_\_

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...

Lura Duvall

MEETING DATE: October 25, 2018

DATE SUBMITTED: October 8, 2018



**RESOLUTION NO. 2018- 14**

**SUMMARY: A RESOLUTION DIRECTING THE COUNTY ASSESSOR TO PREPARE AND PUBLISH A LIST OF ALL TAXPAYERS ON THE SECURED TAX ROLL IN THE COUNTY, AND THE TOTAL VALUATION OF PROPERTY ON WHICH THEY WILL SEVERALLY PAY TAXES PURSUANT TO NEVADA REVISED STATUTES ("NRS") 361.300**

**RESOLUTION NO. 2018- 14**

WHEREAS, Nevada Revised Statutes requires the Lander County Assessor to be directed by a Resolution of the Lander County Board of Commissioners to prepare and publish the secured Tax roll annually.

NOW, THEREFORE, BE IT RESLOVED, that the Lander County Board of Commissioners does hereby direct the Lander County Assessor to prepare and publish a list of all taxpayers on the 2019-20 secured tax roll in the County, and the total valuation of property on which they will severally pay taxes, pursuant to NRS 361.300;

BE IT FURTHER RESOLVED, that the Lander County Board of Commissioners does hereby direct the Lander County Assessor to cause such list and valuations to be published on or before January 1st of the fiscal year in which assessments are made; to publish a notice in a newspaper of general circulation that such list is completed and open for inspection by interested persons of the County; to publish the list of valuations at a public area of each public library or branch library within the County and to publish the list of valuations on the County Website.

PASSED AND ADOPTED this 25<sup>th</sup> day of October, 2018

BOARD OF COMMISSIONERS OF LANDER COUNTY

\_\_\_\_\_  
DOUG MILLS  
LANDER COUNTY BOARD OF COMMISSIONERS

ATTEST: \_\_\_\_\_  
SADIE SULLIVAN  
LANDER COUNTY CLERK

**DOC #: 288559**

10/30/2018 12:03 PM Page: 1 of 2

**OFFICIAL RECORD**

Requested By:  
LANDER COUNTY CLERK

Lander County, NV  
Lesley Bunch, Recorder

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

**RECORDING REQUESTED BY:**



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

**ADDRESS:** 50 STATE ROUTE 305

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

**RESOLUTION NO. 2018-14**

**A RESOLUTION DIRECTING THE COUNTY ASSESSOR TO PREPARE  
AND PUBLISH A LIST OF ALL TAXPAYERS ON THE SECURED TAX  
ROLL IN THE COUNTY, AND THE TOTAL VALUATION OF PROPERTY  
ON WHICH THEY WILL SEVERALLY PAY TAXES PURSUANT TO  
NEVADA REVISED STATUTES ("NRS") 361.300**

**PASSED AND ADOPTED this 25<sup>th</sup> day of October, 2018**

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

This cover page must be typed or printed

**RESOLUTION NO. 2018- 14**

**SUMMARY: A RESOLUTION DIRECTING THE COUNTY ASSESSOR TO PREPARE AND PUBLISH A LIST OF ALL TAXPAYERS ON THE SECURED TAX ROLL IN THE COUNTY, AND THE TOTAL VALUATION OF PROPERTY ON WHICH THEY WILL SEVERALLY PAY TAXES PURSUANT TO NEVADA REVISED STATUTES ("NRS") 361.300**

**RESOLUTION NO. 2018- 14**

WHEREAS, Nevada Revised Statutes requires the Lander County Assessor to be directed by a Resolution of the Lander County Board of Commissioners to prepare and publish the secured Tax roll annually.

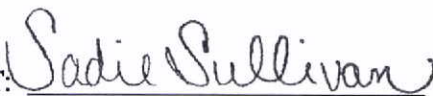
NOW, THEREFORE, BE IT RESLOVED, that the Lander County Board of Commissioners does hereby direct the Lander County Assessor to prepare and publish a list of all taxpayers on the 2019-20 secured tax roll in the County, and the total valuation of property on which they will severally pay taxes, pursuant to NRS 361.300;

BE IT FURTHER RESOLVED, that the Lander County Board of Commissioners does hereby direct the Lander County Assessor to cause such list and valuations to be published on or before January 1st of the fiscal year in which assessments are made; to publish a notice in a newspaper of general circulation that such list is completed and open for inspection by interested persons of the County; to publish the list of valuations at a public area of each public library or branch library within the County and to publish the list of valuations on the County Website.

PASSED AND ADOPTED this 25<sup>th</sup> day of October, 2018

BOARD OF COMMISSIONERS OF LANDER COUNTY

  
\_\_\_\_\_  
DOUG MILLS  
LANDER COUNTY BOARD OF COMMISSIONERS

ATTEST:   
SADIE SULLIVAN  
LANDER COUNTY CLERK



## LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number 14

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

Discussion and possible action to approve/disapprove the following for the Battle Mountain Recreation Center- 1) three (3) holiday's off each year which includes: Thanksgiving Day, Family Day, and Christmas Day. The calendar dates for 2018 are 11-22-18, 11-23-18 and 12-25-18 and may be different for each succeeding year, and all other matters properly related thereto.

Public Comment:

Background: **attached**

Recommended Action:



Agenda Request Form

COMMISSION MEETING DATE 10-25-18

NAME Robin Smith REPRESENTING Rec. Center

ADDRESS 560 Altenburg Ave

PHONE(H) \_\_\_\_\_ (W) 635-9209 (FAX) \_\_\_\_\_

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? work

WHO WILL BE ATTENDING THE MEETING? Robin Smith

JOB TITLE Manager

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Holiday's off

along with L.C. Employee

Free family day 1 Saturday per month

BACKGROUND INFORMATION: and closed Sundays for winter

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

Approve request

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

AMOUNT: \_\_\_\_\_

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

WHEN? \_\_\_\_\_

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

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

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

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

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

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

SIGNATURE: [Signature] DATE: 10-15-18

SAFETY COMMITTEE MEETS THE 2<sup>ND</sup> & 4<sup>TH</sup> THURSDAY OF EACH MONTH

Lander County Rec Center is open 351 days a year. As of now we are only closed for Thanksgiving and Christmas Day + 1 cleaning day a month (that we work). We are open 7 days a week and work all Holidays but 2.

Please find attached a copy of State observed Holidays that Lander County employees get off with the exception of LCRC. I have also included LCRC Holiday Request along with reports showing Holidays with activity at the Rec Center. I would like to note that if there is a Holiday that does not have a report that would be because if the till did not have a transaction then a report would not be generated.

There are 11 State Holidays that Lander County Observes, of those 11 we only had activity at the Rec Center on 5 of those holidays and activity was very minimal. These are also Holidays that we have not requested to be closed. LCRC employees are only asking for FAMILY HOLIDAY's to be closed.

LCRC would also like to request being closed on Sundays. When we were asked to be open 7 days a week we gladly opened with the understanding of the commissioners that it would be a trial basis. With school back in session and families traveling for sports we are very slow on Saturdays and Sundays.

Thank you for your consideration.



Robin Smith



## 2018 STATE OBSERVED HOLIDAY SCHEDULE

Monday, January 1<sup>st</sup> (New Year's Day)

Monday, January 15<sup>th</sup> (Martin Luther King's Birthday)

Monday, February 19<sup>th</sup> (President's Day)

Monday, May 28<sup>th</sup> (Memorial Day)

Wednesday, July 4<sup>th</sup> (Independence Day)

Monday, September 3<sup>rd</sup> (Labor Day)

Friday, October 26<sup>th</sup> (Nevada Day)

Monday, November 12<sup>th</sup> (Veteran's Day)

Thursday, November 22<sup>nd</sup> (Thanksgiving Day)

Friday, November 23<sup>rd</sup> (Family Day)

Tuesday, December 25<sup>th</sup> (Christmas Day)



## **Lander County Rec Center Holiday Request**

<b>New Year's Day</b>	<b>Open 11 am – 4 pm</b>
<b>Martin Luther King's Bday</b>	<b>Open</b>
<b>President's Day</b>	<b>Open</b>
<b>Memorial Day</b>	<b>Open 11 am – 4 pm</b>
<b>July 3<sup>rd</sup> &amp; 4<sup>th</sup></b>	<b>Open 11 am – 4 pm free</b>
<b>Labor Day</b>	<b>Open 11 am – 4 pm</b>
<b>Nevada Day</b>	<b>Open</b>
<b>Veterans Day</b>	<b>Open</b>
<b>Thanksgiving Day</b>	<b>Closed</b>
<b>Family Day</b>	<b>Closed</b>
<b>Christmas Eve</b>	<b>Open 11 am – 4 pm</b>
<b>Christmas Day</b>	<b>Closed</b>
<b>Easter Sunday</b>	<b>Closed</b>

Lander County Employee Appreciation Day  
Free to employees and family  
1 Saturday per month.

Closed on Sundays for the Winter.

Payments From 11/11/2017 To 11/11/2017

## SALES REVENUE ACCOUNTS

Account		Paid	Adj	Disc	Total
Rec center	052-000-34010	265.50	0.00	0.00	265.50
		265.50	0.00	0.00	265.50

## PAYMENT ACCOUNTS

Account		Paid	Adj	Disc	Total
Cash	Cash	265.50	0.00	0.00	265.50
		265.50	0.00	0.00	265.50

Holiday - Veteran's Day

Specialty Class = 4 Customers - ~~\$10~~ \$10.50

Day Pass - 36 Customers - \$155.00

One open Party - \$100.00



Payments From 01/15/2018 To 01/15/2018

## SALES REVENUE ACCOUNTS

Account		Paid	Adj	Disc	Total
Rec center	052-000-34010	197.50	0.00	0.00	197.50
		197.50	0.00	0.00	197.50

## PAYMENT ACCOUNTS

Account		Paid	Adj	Disc	Total
Cash	Cash	147.50	0.00	0.00	147.50
Check	Check	50.00	0.00	0.00	50.00
		197.50	0.00	0.00	197.50

Holiday - Martin Luther King Birthday  
One youth adult membership - \$50.00  
One Senior membership \$30.00  
Specialty Class - 11 Customers - \$31.50  
Day Pass - 20 Customers \$86.00

Payments From 02/19/2018 To 02/19/2018

## SALES REVENUE ACCOUNTS

Account		Paid	Adj	Disc	Total
Rec center	052-000-34010	221.00	0.00	0.00	221.00
		221.00	0.00	0.00	221.00

## PAYMENT ACCOUNTS

Account		Paid	Adj	Disc	Total
Cash	Cash	171.00	0.00	0.00	171.00
Check	Check	50.00	0.00	0.00	50.00
		221.00	0.00	0.00	221.00

Holiday - Presidents day

One ~~Ad~~ Adult membership - \$150.00

Specialty Class - 7 Customers - \$15.00

Day pass - 37 Customers - \$156.00

Payments From 04/29/2018 To 04/29/2018

## SALES REVENUE ACCOUNTS

Account		Paid	Adj	Disc	Total
Rec center	052-000-34010	3.00	0.00	0.00	3.00
		3.00	0.00	0.00	3.00

## PAYMENT ACCOUNTS

Account		Paid	Adj	Disc	Total
Cash	Cash	3.00	0.00	0.00	3.00
		3.00	0.00	0.00	3.00

Holiday - Easter Sunday  
day Pass - 1 = \$13.00



Payments From 05/28/2018 To 05/28/2018

## SALES REVENUE ACCOUNTS

Account		Paid	Adj	Disc	Total
Rec center	052-000-34010	112.00	0.00	0.00	112.00
		112.00	0.00	0.00	112.00

## PAYMENT ACCOUNTS

Account		Paid	Adj	Disc	Total
Cash	Cash	112.00	0.00	0.00	112.00
		112.00	0.00	0.00	112.00

Holiday - Memorial Day

Day Pass - 37 passes. \$~~112.00~~ 112.00

We Changed \$3.00 per person for the holiday

Payments From 09/03/2018 To 09/03/2018

## SALES REVENUE ACCOUNTS

Account		Paid	Adj	Disc	Total
Rec center	052-000-34010	76.00	0.00	0.00	76.00
		76.00	0.00	0.00	76.00

## PAYMENT ACCOUNTS

Account		Paid	Adj	Disc	Total
Cash	Cash	36.00	0.00	0.00	36.00
Check	Check	40.00	0.00	0.00	40.00
		76.00	0.00	0.00	76.00

Holiday - Labor Day  
one child 5-9 membership - \$40.00  
Day Pass - 12 - \$36  
we charged \$3.00 for the holiday

LANDER COUNTY COMMISSIONERS MEETING  
10/25/2018

Agenda Item Number \_15\_\_

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

Discussion and possible action regarding an invitation to newly elected Lander County Commissioners to attend the NACO Conference November 13-15, 2018, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:



LANDER COUNTY COMMISSIONERS MEETING  
10/25/2018

Agenda Item Number \_16\_\_

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

Discussion and possible action to select a date for a special meeting in January, 2019 for newly elected Lander County Commissioners to select a chair/vice-chair for 2019, and appointment of a Lander County Commissioner(s) to various 2019 advisory boards, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

## LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number \_\_17\_\_

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

Discussion and possible action to approve/disapprove the existing Public Defender contract as modified with Belanger & Plimpton (Todd Plimpton) and Lander County for two (2) years, to further amend or modify the existing contract or to put the contract out to bid, and all other matters properly related thereto.

Public Comment:

Background: **Attached**

Recommended Action:

**DOC #: 288713**

11/21/2018 09:54 AM Page: 1 of 5

**OFFICIAL RECORD**

Requested By:  
LANDER COUNTY CLERK

Lander County, NV  
Lesley Bunch, Recorder

Fee: \$0.00 RPTT: \$0.00

Recorded By: egonzalez



**RECORDING REQUESTED BY:**

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

**ADDRESS:** 50 STATE ROUTE 305

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

**PUBLIC DEFENDER AGREEMENT**

**BETWEEN**

**LANDER COUNTY  
AND  
BELANGER & PLIMPTON  
(CONTRACTOR)**

**ITEM #17**

**COMMISSION MEETING OF OCTOBER 25, 2018**

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

This cover page must be typed or printed



## **PUBLIC DEFENDER AGREEMENT**

This Agreement is made by and between Lander County, a political subdivision of the State of Nevada, by its Board of County Commissioners ("County"), and Belanger & Plimpton, as independent contractor ("Contractor").

### **I. WITNESSETH**

For and in consideration of the mutual covenants, conditions and promises hereinafter set forth, and other good and valuable considerations, the parties hereto agree as follows:

1. The County hereby appoints Contractor as Lander County Public Defender, for a term of TWO (2) years, commencing January 5, 2019, up to December 31, 2020.
2. Contractor shall provide representation without charge, except as provided in paragraph 10, when appointed by a court pursuant to NRS 171.188 , NRS 62A, NRS 432B.420, and in cooperation with specialty courts as needed, or when appointed to represent children subject of a petition filed under NRS 432B. Said representation shall include but is not limited to, regular client conferences, investigations, pre-trial court appearances, trial representation, post-trial proceedings, appeals and other duties set forth in NRS 180.060 This appointment as Lander County Public Defender shall include representation of all persons charged with any crime without limitation. In addition to any other duties, Contractor shall represent those persons who are on court-supervised probation and/or have been released on a suspended sentence with specific conditions of release, for the purpose of revocation proceedings when specifically requested to do so by the supervising court.
3. Contractor shall receive the sum of One hundred twenty thousand dollars (\$120,000.00) per year for the period of January 5, 2019 through December 31, 2020. Each quarterly installment shall be Thirty thousand dollars (\$30,000.00), due and payable on the first day of the quarter for which Contractor is obligated to provide services under this Agreement. County shall be required to make no additional compensation to Contractor, except as set forth in Paragraph 10.
4. This Agreement may be terminated, with or without cause, by either party upon thirty (30) days written notice.
5. At any time that Contractor shall be unable to perform the duties of Public Defender, either through absence from the County, failure to possess a required certification or otherwise, Contractor shall provide, at his sole expense, an assistant attorney who is duly licensed to practice law in the State of Nevada and who possesses any required certification. Said assistant attorney shall perform the function of the Lander County Public Defender during said period of time. This paragraph does not require Contractor to provide an additional public defender in the event that matters are scheduled simultaneously in more than one court.

- A. If any arrangement, however informal and of whatever duration, is made whereby third parties are used by Contractor, the third parties shall, while engaged in such work, be considered for all purposes employees of Contractor and not of County, regardless of the party paying them. Contractor shall indemnify County against any and all liability, loss, cost, damage, or expense, by reason of any act or omission of any such employee while being used by Contractor. Contractor shall also indemnify County against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws, with respect to Contractor's employees engaged in performance of the Agreement.
  - B. Contractor agrees to maintain such insurance as will fully protect both Contractor and County from any and all claims under any worker's compensation act/or employer's liability laws, and from any and all other claims of whatsoever kind of nature for damage to property or for personal injury, including death, made by any person whomsoever; that may arise from operation carried on under this Agreement, either by Contractor, subcontractor, or by any person directly or indirectly engaged or employed by Contractor. Contractor agrees to provide County with certificates evidencing the required coverage before Contractor begins work hereunder, if requested by County.
- 6. All office space, furniture, equipment and supplies, secretarial assistance required to perform the duties of the Lander County Public Defender shall be borne by Contractor. Contractor shall provide for toll free telephone calls to his office at no expense to the County. County shall provide a complete set of Nevada Revised Statutes with updates for the use of the Lander County Public Defender, which may be maintained in the Public Defender's office. The NRS books shall remain the property of Lander County.
  - 7. Contractor shall hold and save County harmless from any and all claims of any type or nature whatsoever arising out of his or any assistant attorney's performance of his duties as Public Defender, whether the same shall involve malpractice, civil rights actions, or otherwise. Contractor shall indemnify County against all liability or loss, and against all claims or actions based on or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of the Agreement or by conditions created thereby, or based upon any violation of any statute, ordinance, code or regulation, and the defense of any such claims or action. Contractor shall maintain a liability insurance policy with a minimum per single occurrence amount of One million dollars (\$1,000,000.00).
  - 8. The parties to this Agreement acknowledge and agree that Contractor is a professional person, and that the relation created by this Agreement is that of employer-independent contractor. Contractor is not an employee of County and is not entitled to the benefits

provided by County to County Employees, including, but not limited to, insurance, pension and protections and benefits afforded under the County's personnel ordinances. Contractor may practice his profession for others during the operation of this Agreement, when the same shall not conflict with his duties as Public Defender. County is interested only in the results obtained under this Agreement. Contractor will be solely and entirely responsible and liable for his acts and for the acts of Contractor's agents, employees, servants, and subcontractors during the performance of the Agreement.

9. Contractor will not sue or be part of a suit against County in his private practice of law, since he is a contractor for County.
10. This Agreement shall not be construed so as to interfere with Contractor's ability to apply to the Court for expert witness fees, private investigator fees or other expenses as are normally presented to and allowed by the court for the Nevada State Public Defender.
11. Contractor shall submit a report every three (3) months to County showing how many appointments have been made, how many conflict cases there were and how many cases were resolved within that three (3) month period. Nothing contained in this paragraph shall be construed in a manner that violates the confidences of the client or the attorney-client privilege.
12. This Agreement shall be governed by and construed and enforced in accordance with the laws, so long as they do not conflict with the laws and rules of the State of Nevada. Any legal complaint or action arising out of this Agreement must be filed in the Eleventh Judicial Court, State of Nevada, in and for the County of Lander.
13. This Agreement shall be construed without 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 result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.
14. This Agreement shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no force and effect.
15. This Agreement may not be assigned.

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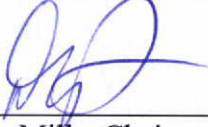
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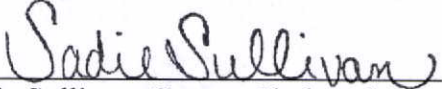
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of this 25<sup>th</sup> day of October, 2018.

LANDER COUNTY  
LANDER COUNTY BOARD OF COMMISSIONERS


By:   
Doug Mills, Chairperson

Date: 11-8-18

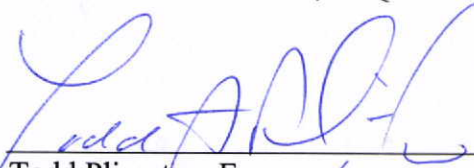
Attest:

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

Approved as to Form and Legality:

  
Theodore C. Herrera  
Lander County District Attorney

BELANGER & PLIMPTON, ESQ

By:   
Todd Plimpton, Esq.

Date: 11-20-18

## **PUBLIC DEFENDER AGREEMENT**

This Agreement is made by and between Lander County, a political subdivision of the State of Nevada, by its Board of County Commissioners ("County"), and Belanger & Plimpton, as independent contractor ("Contractor").

### **I. WITNESSETH**

For and in consideration of the mutual covenants, conditions and promises hereinafter set forth, and other good and valuable considerations, the parties hereto agree as follows:

1. The County hereby appoints Contractor as Lander County Public Defender, for a term of TWO (2) years, commencing January 5, 2019, up to December 31, 2020.
2. Contractor shall provide representation without charge, except as provided in paragraph 10, when appointed by a court pursuant to NRS 171.188, NRS 62A, NRS 432B.420, and in cooperation with specialty courts as needed, or when appointed to represent children subject of a petition filed under NRS 432B. Said representation shall include but is not limited to, regular client conferences, investigations, pre-trial court appearances, trial representation, post-trial proceedings, appeals and other duties set forth in NRS 180.060. This appointment as Lander County Public Defender shall include representation of all persons charged with any crime without limitation. In addition to any other duties, Contractor shall represent those persons who are in court-supervised probation and/or have been released on a suspended sentence with specific conditions of release, for the purpose of revocation proceedings when specifically requested to do so by the supervising court.
3. Contractor shall receive the sum of One hundred twenty thousand dollars (\$120,000.00) per year for the period of January 5, 2019 through December 31, 2020. Each quarterly installment shall be Thirty thousand dollars (\$30,000.00), due and payable on the first day of the quarter for which Contractor is obligated to provide services under this Agreement. County shall be required to make no additional compensation to Contractor, except as set forth in Paragraph 10.
4. This Agreement may be terminated, with or without cause, by either party upon thirty (30) days written notice.
5. At any time that Contractor shall be unable to perform the duties of Public Defender, either through absence from the County, failure to possess a required certification or otherwise, Contractor shall provide, as his sole expense, an assistant attorney who is duly licensed to practice law in the State of Nevada and who possess any required certification. Said assistant attorney shall perform the function of the Lander County Public Defender during said period of time. This paragraph does not require Contractor to provide an additional public defender in the event that matters are scheduled simultaneously in more than one court.



- A. If any arrangement, however informal and of whatever duration, is made whereby third parties are used by Contractor, the third parties shall, while engaged in such work, be considered for all purposes employees of Contractor and not of County, regardless of the party paying them. Contractor shall indemnify County against any and all liability, loss, cost, damage, or expense, by reason of any act or omission of any such employee while being used by Contractor. Contractor shall also indemnify County against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws, with respect to Contractor's employees engaged in performance of the Agreement.
  - B. Contractor agrees to maintain such insurance as will fully protect both Contractor and County from any and all claims under any worker's compensation act/or employer's liability laws, and from any and all other claims or whatsoever kind of nature for the damage to property or for personal injury, including death, made by any person whomsoever; that may arise from operation carried on under this Agreement, either by Contractor, subcontractor, or by any person directly or indirectly engaged or employed by Contractor. Contractor agrees to provide County with certificates evidencing the required coverage before Contractor begins work hereunder, if requested by County.
- 6. All office space, furniture, equipment and supplies, secretarial assistance required to perform the duties of the Lander County Public Defender shall be borne by Contractor. Contractor shall provide for toll free telephone calls to his office at no expense to the County. County shall provide a complete set of Nevada Revised Statutes with updates for the use of the Lander County Public Defender, which may be maintained in the Public Defender's office. The NRS books shall remain the property of the Lander County.
  - 7. Contractor shall hold and save County harmless from any and all claims of any type or nature whatsoever arising out of his or any assistant attorney's performance of his duties as Public Defender, whether the same shall involve malpractice, civil rights actions, or otherwise. Contractor shall indemnify County against all liability or loss, and against all claims or actions based on or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of the Agreement or by conditions created thereby, or based upon any violation of any statute, ordinance, code or regulation, and the defense of any such claims or action. Contractor shall maintain a liability insurance policy with a minimum per single occurrence amount of One million dollars (\$1,000,000.00).
  - 8. The parties to this Agreement acknowledge and agree that Contractor is a professional person, and that the relation created by this Agreement is that of employer -independent contractor. Contractor is not an employee of County and is not entitled to the benefits



provided by County to County Employees, including, but not limited to, insurance, pension and protections and benefits afforded under the County's personnel ordinances. Contractor may practice his profession for others during the operation of this Agreement, when the same shall not conflict with his duties as Public Defender. County is interested only in the results obtained under this Agreement. Contractor will be solely and entirely responsible and liable for his acts and for the acts of Contractor's agents, employees, servants , and subcontractors during the performance of the Agreement.

9. Contractor will not sue or be part of a suit against County in his private practice of law, since he is a contractor for County.
10. This Agreement shall not be construed so as to interfere with Contractor's ability to apply to the Court for expert witness fees, private investigator fees or other expenses as are normally presented to and allowed by the court for the Nevada State Public Defender.
11. Contractor shall submit a report every three (3) months to County showing how many appointments have been made , how many conflict cases there were and how many cases were resolved within that three (3) month period. Nothing contained in this paragraph shall be construed in a manner that violates the confidences of the client or the attorney-client privilege.
11. This Agreement shall be governed by, construed and enforced in accordance with the laws, but not the conflict of laws and rules of the State of Nevada. Any legal complaint or action arising out of this Agreement must be filed in the Eleventh Judicial Court, State of Nevada, in and for the County of Lander.
13. This Agreement shall be construed without 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 result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.
14. This Agreement shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no force and effect.
15. This Agreement may not be assigned.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of this 25<sup>th</sup> day of October, 2018.

LANDER COUNTY  
LANDER COUNTY BOARD OF COMMISSIONERS

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

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

Attest:

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

Approved as to Form and Legality:

Theodore C. Herrera  
Theodore C. Herrera  
Lander County District Attorney

BELANGER & PLIMPTON, ESQ

By: \_\_\_\_\_  
Todd Plimpton, Esq.

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

# **DRAFT MODIFIED PUBLIC DEFENDER CONTRACT**



## **PUBLIC DEFENDER AGREEMENT**

This Agreement is made by and between LANDER COUNTY, a political subdivision of the State of Nevada, by its Board of County Commissioners ("County"), and Belanger & Plimpton, as independent contractor ("Contractor").

### **I. WITNESSETH**

FOR AND IN CONSIDERATION of the mutual covenants, conditions and promises hereinafter set forth, and other good and valuable considerations, the parties hereto agree as follows:

1. The County hereby appoints Contractor as Lander County Public Defender, for a term of TWO (2) years, commencing January 5, 2019, up to December 31, 2020.
2. Contractor shall provide representation without charge, except as provided in paragraph 10, when appointed by a court pursuant to NRS 171.188, NRS 62A, NRS 432B.420, and in cooperation with specialty courts as needed, or when appointed to represent children subject of a petition filed under NRS 432B. Said representation shall include but is not limited to, regular client conferences, investigations, pre-trial court appearances, trial representation, post-trial proceedings, appeals and other duties set forth in NRS 180.060. This appointment as Lander County Public Defender shall include representation of all persons charged with any crime without limitation. In addition to any other duties, Contractor shall represent those persons who are in court-supervised probation and/or have been released on a suspended sentence with specific conditions of release, for the purpose of revocation proceedings when specifically requested to do so by the supervising court.
3. Contractor shall receive the sum of \_\_\_\_\_ DOLLARS per year for the period of January 5, 2019 through December 31, 2020. Each quarterly installment shall be \_\_\_\_\_ DOLLARS, due and payable on the first day of the quarter for which Contractor is obligated to provide services under this Agreement. County shall be required to make no additional compensation to Contractor, except as set forth in Paragraph 10.
4. This Agreement may be terminated, with or without cause, by either party upon thirty (30) days written notice.
5. At any time that Contractor shall be unable to perform the duties of Public Defender, either through absence from the County, failure to possess a required certification or otherwise, Contractor shall provide, as his sole expense, an assistant attorney who is duly licensed to practice law in the State of Nevada and who possess any required certification. Said assistant attorney shall perform the function of the Lander County Public Defender during said period of time. This paragraph does not require Contractor to provide an additional public defender in the event that matters are scheduled simultaneously in more than one court.

**DRAFT**

- A. If any arrangement, however informal and of whatever duration, is made whereby third parties are used by Contractor, the third parties shall, while engaged in such work, be considered for all purposes employees of Contractor and not of County, regardless of the party paying them. Contractor shall indemnify County against any and all liability, loss, cost, damage, or expense, by reason of any act or omission of any such employee while being used by Contractor. Contractor shall also indemnify County against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws, with respect to Contractor's employees engaged in performance of the Agreement.
  - B. Contractor agrees to maintain such insurance as will fully protect both Contractor and County from any and all claims under any worker's compensation act/or employer's liability laws , and from any and all other claims or whatsoever kind of nature for the damage to property or for personal injury, including death, made by any person whomsoever ; that may arise from operation carried on under this Agreement, either by Contractor , subcontractor, or by any person directly or indirectly engaged or employed by Contractor. Contractor agrees to provide County with certificates evidencing the required coverage before Contractor begins work hereunder, if requested by County.
- 6. All office space, furniture, equipment and supplies, secretarial assistance required to perform the duties of the Lander County Public Defender shall be borne by Contractor. Contractor shall provide for toll free telephone calls to his office at no expense to the County. County shall provide a complete set of Nevada Revised Statutes with updates for the use of the Lander County Public Defender, which may be maintained in the Public Defender's office. The NRS books shall remain the property of the Lander County.
  - 7. Contractor shall hold and save County harmless from any and all claims of any type or nature whatsoever arising out of his or any assistant attorney's performance of his duties as Public Defender, whether the same shall involve malpractice, civil rights actions, or otherwise. Contractor shall indemnify County against all liability or loss, and against all claims or actions based on or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of the Agreement or by conditions created thereby, or based upon any violation of any statute, ordinance, code or regulation, and the defense of any such claims or action. Contractor shall maintain a liability insurance policy with a minimum per single occurrence amount of ONE MILLION (\$1,000,000.00) DOLLARS.
  - 8. The parties to this Agreement acknowledge and agree that Contractor is a professional person, and that the relation created by this Agreement is that of employer -independent contractor. Contractor is not an employee of County and is not entitled to the benefits



provided by County to County Employees, including, but not limited to, insurance, pension and protections and benefits afforded under the County's personnel ordinances. Contractor may practice his profession for others during the operation of this Agreement, when the same shall not conflict with his duties as Public Defender. County is interested only in the results obtained under this Agreement. Contractor will be solely and entirely responsible and liable for his acts and for the acts of Contractor's agents, employees, servants, and subcontractors during the performance of the Agreement.

9. Contractor will not sue or be part of a suit against County in his private practice of law, since he is a contractor for County.
10. This Agreement shall not be construed so as to interfere with Contractor's ability to apply to the Court for expert witness fees, private investigator fees or other expenses as are normally presented to and allowed by the court for the Nevada State Public Defender.
11. Contractor shall submit a report every THREE (3) months to County showing how many appointments have been made, how many conflict cases there were and how many cases were resolved within that THREE (3) month period. Nothing contained in this paragraph shall be construed in a manner that violates the confidences of the client or the attorney-client privilege.
11. This Agreement shall be governed by, construed and enforced in accordance with the laws, but not the conflict of laws and rules of the State of Nevada. Any legal complaint or action arising out of this Agreement must be filed in the Eleventh Judicial Court, State of Nevada, in and for the County of Lander.
13. This Agreement shall be construed without 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 result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.
14. This Agreement shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no force and effect.
15. This Agreement may not be assigned.

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**DRAFT**



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of this      day of      , 2018.

LANDER COUNTY  
LANDER COUNTY BOARD OF COMMISSIONERS

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

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

Attest:

Approved as to Form and Legality:

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

\_\_\_\_\_  
Theodore C. Herrera  
Lander County District Attorney

BELANGER & PLIMPTON, ESQ

By: \_\_\_\_\_  
Todd Plimpton, Esq.

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

**DRAFT**

**NRS 171.188 Procedure for appointment of attorney for indigent defendant.**

1. Any defendant charged with a public offense who is an indigent may, by oral statement to the district judge, justice of the peace, municipal judge or master, request the appointment of an attorney to represent the defendant.

2. The request must be accompanied by the defendant's affidavit, which must state:

- (a) That the defendant is without means of employing an attorney; and
- (b) Facts with some particularity, definiteness and certainty concerning the defendant's financial disability.

3. The district judge, justice of the peace, municipal judge or master shall forthwith consider the application and shall make such further inquiry as he or she considers necessary. If the district judge, justice of the peace, municipal judge or master:

- (a) Finds that the defendant is without means of employing an attorney; and
- (b) Otherwise determines that representation is required,

→ the judge, justice or master shall designate the public defender of the county or the State Public Defender, as appropriate, to represent the defendant. If the appropriate public defender is unable to represent the defendant, or other good cause appears, another attorney must be appointed.

4. The county or State Public Defender must be reimbursed by the city for costs incurred in appearing in municipal court. The county shall reimburse the State Public Defender for costs incurred in appearing in Justice Court. If a private attorney is appointed as provided in this section, the private attorney must be reimbursed by the county for appearance in Justice Court or the city for appearance in municipal court in an amount not to exceed \$75 per case.

(Added to NRS by 1967, 1405; A 1969, 478; 1971, 1412; 1973, 357; 1977, 1571; 1983, 901)

**NEVADA CASES.**

**Appointed counsel and cocounsel associated without court order of appointment entitled to certificate for compensation for services.** Where counsel appointed under the provisions of former NRS 174.120 (cf. NRS 171.188 and 178.397) to represent the defendant in a criminal prosecution chose to appeal, and associated cocounsel on appeal without obtaining a court order of appointment, but appellate court was satisfied that trial court would have honored the request for appointment of cocounsel on appeal if such request had been made, trial court was directed to give to each counsel for defendant the certificate specified in the provisions of former NRS 7.260 (cf. NRS 7.125) to enable counsel to obtain compensation for services. *Carter v. State*, 79 Nev. 89, 378 P.2d 876 (1963), cited, *Barger v. State*, 81 Nev. 548, at 552, 407 P.2d 584 (1965)

**District attorney prohibited from interrogating indigent defendant without approval of appointed counsel.** In a criminal prosecution, when counsel is appointed to represent an indigent defendant under the provisions of former NRS 171.370 (cf. NRS 171.188), the district attorney is prohibited thereafter from interrogating the defendant without approval of such counsel. *Ibsen v. State*, 83 Nev. 42, 422 P.2d 543 (1967)

**Where magistrate informed indigent defendant that there was no right to counsel, subsequent confession is inadmissible.** Under the provisions of former NRS 171.370 (cf. NRS 171.186 and 171.188), which require the magistrate to inform the defendant of his right to counsel and prescribe the method of obtaining counsel for the indigent before any further proceedings, where the magistrate informed the indigent defendant that there was no right to counsel, the subsequent confession is inadmissible in the murder prosecution although the defendant was informed by the district attorney of his right to counsel, and the admission of confession constituted prejudicial error. *Ibsen v. State*, 83 Nev. 42, 422 P.2d 543 (1967), distinguished, *Hall v. Warden*, 83 Nev. 446, at 451, 434 P.2d 425 (1967)

**Statutes for appointment of counsel have no retroactive effect.** The fact that a person convicted of first degree murder had been without assistance of counsel at a preliminary hearing did not justify postconviction relief where no use or attempted use of testimony at the preliminary hearing was made at trial, because no constitutional guarantee was involved or impaired, and the provisions of NRS 171.188 and 171.196 providing for appointment of counsel, were not then in effect and have no retroactive effect. *Payne v. Warden*, 85 Nev. 648, 461 P.2d 406 (1969), cited, *McGuire v. State*, 86 Nev. 262, at 265, 468 P.2d 12 (1970)

**Appointment of private counsel for indigent appeals.** If a county public defender cannot act or is otherwise disqualified to handle the appeal of an indigent defendant, private counsel should be appointed pursuant to NRS 171.188 and, at the appropriate time, be compensated pursuant to the provisions of former NRS 7.260 (cf. NRS 7.125). *Mathews v. State*, 91 Nev. 682, 541 P.2d 906 (1975)

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**FEDERAL AND OTHER CASES.**

**Procedure under former statutes coupled with review by habeas corpus was sufficient to protect accused in prosecution for murder pursuant to information from unfounded accusation.** Prosecution for murder pursuant to an information in accordance with Nev. Art. 1, § 8, and the provisions of former NRS 173.070 (cf. NRS 173.025) did not violate requirement of U.S. 5th amendment for indictment in capital cases, because the procedure under the provisions of former NRS 171.370, 171.375, 171.405, 171.410, 171.450, 171.455, 173.110, 173.140 and 174.010 (cf. NRS 171.186, 171.188, 171.196, 171.206, 173.035, 173.075 and 174.015), coupled with review by habeas corpus under NRS 34.500, was sufficient to protect accused from unfounded accusation. *United States ex rel. Morford v. Hocker*, 268 F. Supp. 864 (1967), cited, *Cairns v. Sheriff, Clark County*, 89 Nev. 113, at 116, 508 P.2d 1015 (1973), *Seim v. State*, 95 Nev. 89, at 98, 590 P.2d 1152 (1979), see also *Sheriff, Clark County v. Witzenburg*, 122 Nev. 1056, at 1063, 145 P.3d 1002 (2006) (concurring opinion)

**ATTORNEY GENERAL'S OPINIONS.**

**Request from indigent criminal defendant not required; magistrate's duty to inquire.** Request from indigent criminal defendant is not required before the magistrate may appoint an attorney pursuant to the provisions of NRS 171.188. The magistrate has a duty to inquire about obtaining counsel if there is a reasonable expectation of imprisonment even though defendant has made no request. AGO 79-1 (2-6-1979)

**Provisions relating to reimbursement of costs by appointed counsel and to payment of fees are not mutually exclusive.** The provisions of NRS 171.188, relating to reimbursement of costs incurred by court-appointed counsel for appearances in Justice Court or municipal court, and NRS 7.125, relating to payment of fees for the time expended in representing the indigent defendant, are not mutually exclusive but are reasonably harmonious. AGO 79-1 (2-6-1979)

**State public defender considered an officer of the state.** The state public defender is considered an officer of the state, as the term "officer" is used in NRS 41.0339, when appointed by the court to act in behalf of a client in a criminal proceeding as provided in NRS 171.188. AGO 80-13 (4-24-1980)



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**NRS 432B.420 Right of parent or other responsible person to representation by attorney; child deemed party to proceedings; court required to appoint attorney to represent child; authority and rights of child's attorney; compensation of attorney.**

1. A parent or other person responsible for the welfare of a child who is alleged to have abused or neglected the child may be represented by an attorney at all stages of any proceedings under NRS 432B.410 to 432B.590, inclusive. Except as otherwise provided in subsection 3, if the person is indigent, the court may appoint an attorney to represent the person.

2. A child who is alleged to have been abused or neglected shall be deemed to be a party to any proceedings under NRS 432B.410 to 432B.590, inclusive. The court shall appoint an attorney to represent the child. The child must be represented by an attorney at all stages of any proceedings held pursuant to NRS 432B.410 to 432B.590, inclusive. The attorney representing the child has the same authority and rights as an attorney representing any other party to the proceedings.

3. If the court determines that the parent of an Indian child for whom protective custody is sought is indigent, the court:

(a) Shall appoint an attorney to represent the parent; and

(b) May apply to the Secretary of the Interior for the payment of the fees and expenses of such an attorney,

↪ as provided in the Indian Child Welfare Act.

4. Each attorney, other than a public defender or an attorney compensated through a program for legal aid described in NRS 19.031 and 247.305, if appointed under the provisions of subsection 1 or 2, is entitled to the same compensation and payment for expenses from the county as provided in NRS 7.125 and 7.135 for an attorney appointed to represent a person charged with a crime.

(Added to NRS by 1985, 1379; A 1987, 1308; 1995, 787; 1999, 2037; 2001, 1703; 2003, 590; 2015, 1326; 2017, 1287)

**ATTORNEY GENERAL'S OPINIONS.**

**Appointment of an attorney for indigent parents is not required.** NRS 432B.420 does not require the court conducting a hearing on protective custody of a child to appoint an attorney to represent indigent parents. (N.B., opinion issued before the effective date of the amendment of NRS 432B.420 in 1995.) AGO 95-11 (6-27-1995)

**Circumstances under which the appointment of an attorney for indigent parents is appropriate.** The appointment of an attorney pursuant to NRS 432B.420 to represent indigent parents at a hearing on protective custody of a child is appropriate if it is likely that the hearing may lead to a criminal proceeding. (N.B., opinion issued before the effective date of the amendment of NRS 432B.420 in 1995.) AGO 95-11 (6-27-1995)

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**NRS 180.060 Duties: Representation of indigent persons; contracts to render services.**

1. The State Public Defender may, before being designated as counsel for that person pursuant to NRS 171.188, interview an indigent person when the indigent person has been arrested and confined for a public offense or for questioning on suspicion of having committed a public offense.

2. The State Public Defender shall, when designated pursuant to NRS 62D.030, 62D.100, 171.188 or 432B.420, and within the limits of available money, represent without charge each indigent person for whom the State Public Defender is appointed.

3. When representing an indigent person, the State Public Defender shall:

(a) Counsel and defend the indigent person at every stage of the proceedings, including revocation of probation or parole; and

(b) Prosecute any appeals or other remedies before or after conviction that the State Public Defender considers to be in the interests of justice.

4. In cases of postconviction proceedings and appeals arising in counties in which the office of public defender has been created pursuant to the provisions of chapter 260 of NRS, where the matter is to be presented to the appellate court of competent jurisdiction pursuant to the rules fixed by the Supreme Court pursuant to Section 4 of Article 6 of the Nevada Constitution, the State Public Defender shall prepare and present the case and the public defender of the county shall assist and cooperate with the State Public Defender.

5. The State Public Defender may contract with any county in which the office of public defender has been created to provide representation for indigent persons when the court, for cause, disqualifies the county public defender or when the county public defender is otherwise unable to provide representation.

(Added to NRS by 1971, 1411; A 1973, 358; 1975, 41; 1977, 338; 1985, 1398; 2003, 1124; 2013, 1762)

**NRS CROSS REFERENCES.**

Pro bono representation of indigent persons, NRS 7.065

**NEVADA CASES.**

**State public defender is only required to prepare and present appeals in postconviction relief proceedings in county which has its own public defender system.** The motion of a state public defender to be relieved as counsel for an indigent appellant on direct appeal from a criminal conviction which occurred in a county which had its own public defender system was granted because, under NRS 180.060, in such counties a state public defender is only required to prepare and present appeals in postconviction relief proceedings and, pursuant to NRS 260.050, a county public defender is required to represent all eligible indigents at all stages of all appeals except postconviction proceedings. Mathews v. State, 91 Nev. 682, 541 P.2d 906 (1975)

**PREVIOUS PUBLIC  
DEFENDER CONTRACT**



**PUBLIC DEFENDER AGREEMENT**

This Agreement is made by and between LANDER COUNTY, a political subdivision of the State of Nevada, by its Board of County Commissioners ("County"), and Belanger & Plimpton, as independent contractor ("Contractor").

**DOC # 0272940**

01/23/2015

01:24 PM

**Official Record**

Recording requested By

LANDER COUNTY CLERK

**Lander County - NV**

**Lesley Bunch - Recorder**

Fee:

Page 1 of 4

RPTT:

Recorded By: KB

Book-

667 Page-0410



0272940

**I. WITNESSETH**

FOR AND IN CONSIDERATION of the mutual covenants, conditions and promises hereinafter set forth, and other good and valuable considerations, the parties hereto agree as follows:

1. The County hereby appoints Contractor as Lander County Public Defender, for a term of TWO (2) years, commencing January 5, 2015, up to December 31, 2016. This appointment and this Agreement shall automatically renew for successive TWO (2) year periods unless either Contractor or County shall give other party written notice of their intention not to renew on or before the first day of October of the year in which this Agreement shall be up for automatic renewal.
2. Contractor shall provide representation without charge, except as provided in paragraph 10, when appointed by a court pursuant to NRS 171.188, NRS 62A, NRS 432B.420, and in cooperation with specialty courts as needed, or when appointed to represent children subject of a petition filed under NRS 432B. Said representation shall include but is not limited to, regular client conferences, investigations, pre-trial court appearances, trial representation, post-trial proceedings, appeals and other duties set forth in NRS 180.060. This appointment as Lander County Public Defender shall include representation of all persons charged with any crime without limitation. In addition to any other duties, Contractor shall represent those persons who are in court-supervised probation and/or have been released on a suspended sentence with specific conditions of release, for the purpose of revocation proceedings when specifically requested to do so by the supervising court.
3. Contractor shall receive the sum of EIGHTY-EIGHT THOUSAND (\$88,000.00) DOLLARS per year for the period of January 5, 2015 through December 31, 2016. Each quarterly installment shall be TWENTY-TWO THOUSAND (\$22,000.00) DOLLARS, due and payable on the first day of the quarter for which Contractor is obligated to provide services under this Agreement. County shall be required to make no additional compensation to Contractor, except as set forth in Paragraph 10. There will be a TWO (2%)



percent increase each year on the anniversary date and for each subsequent year the Agreement is in effect.

4. This Agreement may be terminated, with or without cause, by either party upon NINETY (90) days written notice.
5. At any time that Contractor shall be unable to perform the duties of Public Defender, either through absence from the County, failure to possess a required certification or otherwise, Contractor shall provide, as his sole expense, an assistant attorney who is duly licensed to practice law in the State of Nevada and who possesses any required certification. Said assistant attorney shall perform the function of the Lander County Public Defender during said period of time. This paragraph does not require Contractor to provide an additional public defender in the event that matters are scheduled simultaneously in more than one court.
  - A. If any arrangement, however informal and of whatever duration, is made whereby third parties are used by Contractor, the third parties shall, while engaged in such work, be considered for all purposes employees of Contractor and not of County, regardless of the party paying them. Contractor shall indemnify County against any and all liability, loss, cost, damage, or expense, by reason of any act or omission of any such employee while being used by Contractor. Contractor shall also indemnify County against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws, with respect to Contractor's employees engaged in performance of the Agreement.
  - B. Contractor agrees to maintain such insurance as will fully protect both Contractor and County from any and all claims under any worker's compensation act/or employer's liability laws, and from any and all other claims or whatsoever kind of nature for the damage to property or for personal injury, including death, made by any person whomsoever; that may arise from operation carried on under this Agreement, either by Contractor, subcontractor, or by any person directly or indirectly engaged or employed by Contractor. Contractor agrees to provide County with certificates evidencing the required coverage before Contractor begins work hereunder, if requested by County.
6. All office space, furniture, equipment and supplies, secretarial assistance required to perform the duties of the Lander County Public Defender shall be borne by Contractor. Contractor shall provide for toll free telephone calls to his



office at no expense to the County. County shall provide a complete set of Nevada Revised Statutes with updates for the use of the Lander County Public Defender, which may be maintained in the Public Defender's office. The NRS books shall remain the property of the Lander County.

7. Contractor shall hold and save County harmless from any and all claims of any type or nature whatsoever arising out of his or any assistant attorney's performance of his duties as Public Defender, whether the same shall involve malpractice, civil rights actions, or otherwise. Contractor shall indemnify County against all liability or loss, and against all claims or actions based on or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of the Agreement or by conditions created thereby, or based upon any violation of any statute, ordinance, code or regulation, and the defense of any such claims or action. Contractor shall maintain a liability insurance policy with a minimum per single occurrence amount of ONE MILLION (\$1,000,000.00) DOLLARS.
8. The parties to this Agreement acknowledge and agree that Contractor is a professional person, and that the relation created by this Agreement is that of employer-independent contractor. Contractor is not an employee of County and is not entitled to the benefits provided by County to County Employees, including, but not limited to, insurance, pension and protections and benefits afforded under the County's personnel ordinances. Contractor may practice his profession for others during the operation of this Agreement, when the same shall not conflict with his duties as Public Defender. County is interested only in the results obtained under this Agreement. Contractor will be solely and entirely responsible and liable for his acts and for the acts of Contractor's agents, employees, servants, and subcontractors during the performance of the Agreement.
9. Contractor will not sue or be part of a suit against County in his private practice of law, since he is a contractor for County.
10. This Agreement shall not be construed so as to interfere with Contractor's ability to apply to the Court for expert witness fees, private investigator fees or other expenses as are normally presented to and allowed by the court for the Nevada State Public Defender.
11. Contractor shall submit a report every THREE (3) months to County showing how many appointments have been made, how many conflict cases there were and how many cases were resolved within that THREE (3) month period.





0272940

Book: 667  
Page: 41301/23/2015  
Page: 4 of 4

Nothing contained in this paragraph shall be construed in a manner that violates the confidences of the client or the attorney-client privilege.

12. This Agreement shall be governed by, construed and enforced in accordance with the laws, but not the conflict of laws and rules of the State of Nevada. Any legal complaint or action arising out of this Agreement must be filed in the Sixth Judicial Court, State of Nevada, in and for the County of Lander.
13. This Agreement shall be construed without 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 result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.
14. This Agreement shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no force and effect.
15. This Agreement may not be assigned.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of this 5<sup>th</sup> day of Jan, 2015.

**LANDER COUNTY BOARD OF COMMISSIONERS:**

By: Steven Stienmetz  
Steven Stienmetz, Chairperson

Date: 1/21/15

**CONTRACTOR:**

**BELANGER & PLIMPTON**

By: Todd A. Plimpton  
**TODD A. PLIMPTON, ESQ.**

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

**ATTEST:**

By: Sadie Sullivan  
**SADIE SULLIVAN,**  
Lander County Clerk

**APPROVED AS TO FORM  
AND LEGALITY:**

By: Theodore C. Herrera  
**THEODORE C. HERRERA**  
District Attorney

## LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number \_18\_

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

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

Public Comment:

Background: **Attached**

Recommended Action:

**DOC #: 288606**

11/08/2018 10:03 AM Page: 1 of 5

**OFFICIAL RECORD**

Requested By:  
LANDER COUNTY CLERK

Lander County, NV  
Lesley Bunch, Recorder

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

**RECORDING REQUESTED BY:**



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

**ADDRESS:** 50 STATE ROUTE 305

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

**AMENDMENT TO MODIFIED MOUNTAIN VIEW CLUBHOUSE LEASE  
(ORIGINALLY RECORDED ON MARCH 22, 2018)  
BETWEEN LANDER COUNTY AND LANDER ENTERPRISES, LLC  
EXECUTED ON OCTOBER 25, 2018**

**ITEM #18**

**COMMISSION MEETING OF OCTOBER 25, 2018**

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

This cover page must be typed or printed



**AMENDMENT TO  
MODIFIED MOUNTAIN VIEW  
CLUBHOUSE LEASE**

AMENDMENT  
MOUNTAIN VIEW CLUBHOUSE LEASE

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

TERMS AND CONDITIONS

The following changes will be made to the Modified Lease between Lander County and Contractor:

2. Maintenance and Utilities:

d. Lander County shall pay for utilities to run the clubhouse during the following dates - March 1<sup>st</sup> thru October 31<sup>st</sup>. Contractor will pay for clubhouse utilities during the following dates - November 1<sup>st</sup> thru February 28<sup>th</sup>. During these four (4) winter months, Contractor shall have the discretion to either keep the clubhouse open or open the clubhouse for special events without consent or pre-authorization from Lander County

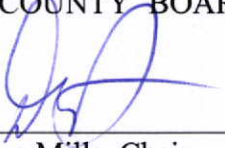
3. Lease Payments: Contractor shall pay to Lander County six hundred dollars (\$600.00) per month due on the first (1<sup>st</sup>) of the following months - March 1<sup>st</sup> thru October 31<sup>st</sup>.

4. Term: This Lease shall remain in effect until December 31, 2020.

5. Effective Date: This Lease and Amendment shall not become effective until and unless approved by appropriate official action of the governing body/official of each of the parties.

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

LANDER COUNTY  
LANDER COUNTY BOARD OF COMMISSIONERS

By:   
Doug Mills, Chair


Date: 10-25-18

//

//

Attest:

Approved as to Form and Legality:



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



Theodore C. Herrera  
Lander County District Attorney

Contractor

By: \_\_\_\_\_  
Gerrit Bakker, Lander Enterprises, LLC

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



Attest:

Approved as to Form and Legality:

Sadie Sullivan

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


Theodore C. Herrera  
Lander County District Attorney

Contractor

By: Gerrit Bakker  
Gerrit Bakker, Lander Enterprises, LLC

Date: 11-7-18

**MODIFIED MOUNTAIN VIEW  
CLUBHOUSE LEASE**

**DOC # 0285398**  
03/22/2018 03:16 PM  
**Official Record**  
Recording requested By  
LANDER COUNTY CLERK  
**Lander County - NV**  
**Lesley Bunch - Recorder**  
Fee: Page 1 of 8  
RPTT: Recorded By: KM  
Book- 703 Page- 0111  
  
0285398

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

**ADDRESS: 50 STATE ROUTE 305**

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

**Contract between Lander Enterprises, LLC and Lander County for the Mountain  
View Golf Course Clubhouse Lease.**

**March 22, 2018 Commission Meeting**

**Item #7**

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

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





MODIFIED  
MOUNTAIN VIEW CLUBHOUSE LEASE

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

RECITALS

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

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

TERMS AND CONDITIONS

I. Purpose:

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

2. Maintenance and Utilities:

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

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





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



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

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

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

Contractor:  
Lander Enterprises, LLC  
HC 61 Box 195  
Battle Mountain, Nevada 89820

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

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



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

16. Captions: The headings used in this Lease are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Lease or the intent hereof.
17. Integration: This Lease shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Lease and shall be of no force or effect.
18. Relationship: This Lease shall not be deemed to create a partnership between the parties in their respective endeavors or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise. It is understood and agreed that this is not a contract of employment in the sense that the relation of master and servant exists between Lander County and Contractor or between Lander County and any assistants or employees of Contractor. Contractor at all times shall be deemed to be an independent contractor.
19. Force Majeure: Neither party shall be responsible for any failure or delay in its performance under this Lease due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of God or governmental action.
20. Severability: If any covenant, phrase, clause, paragraph, section, condition or provision contained within this Lease is invalidated by a court of competent jurisdiction, then the invalidity shall in no way affect any other covenant, phrase, clause, paragraph, section, condition, or provision contained in this Lease.
21. Construction: This Lease shall be construed without to the identity of the party who drafted various provisions of the Lease. Moreover, each and every provision of this Lease shall be construed as though all parties to this Lease participated equally in the drafting of this Lease. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.
22. Confidentiality: Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Lease.
23. Proper Authority: The parties hereto represent and warrant that the person executing this Lease on behalf of each party has full power and authority to enter into this Lease and that the parties are authorized by law to perform the services set forth in this Lease.





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Page: 8 of 8

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

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

LANDER COUNTY  
LANDER COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_

Doug Mills, Chair

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

3-22-18

Attest:

Approved as to Form and Legality:

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

Theodore C. Herrera  
Lander County District Attorney

Contractor

By: \_\_\_\_\_

Gerrit, Lander Enterprises, LLC

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

3-22-18

**AMENDMENT TO  
MODIFIED MOUNTAIN VIEW  
CLUBHOUSE LEASE**

AMENDMENT  
MOUNTAIN VIEW CLUBHOUSE LEASE

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

TERMS AND CONDITIONS

The following changes will be made to the Modified Lease between Lander County and Contractor:

2. Maintenance and Utilities:

d. Lander County shall pay for utilities to run the clubhouse during the following dates - March 1<sup>st</sup> thru October 31<sup>st</sup>. Contractor will pay for clubhouse utilities during the following dates - November 1<sup>st</sup> thru February 28<sup>th</sup>. During these four (4) winter months, Contractor shall have the discretion to either keep the clubhouse open or open the clubhouse for special events without consent or pre-authorization from Lander County

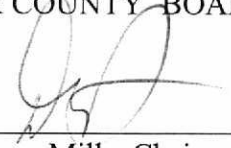
3. Lease Payments: Contractor shall pay to Lander County six hundred dollars (\$600.00) per month due on the first (1<sup>st</sup>) of the following months - March 1<sup>st</sup> thru October 31<sup>st</sup>.

4. Term: This Lease shall remain in effect until December 31, 2020.

5. Effective Date: This Lease and Amendment shall not become effective until and unless approved by appropriate official action of the governing body/official of each of the parties.

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

LANDER COUNTY  
LANDER COUNTY BOARD OF COMMISSIONERS

By:   
Doug Mills, Chair

Date: 10-25-18

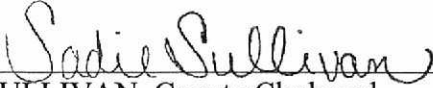
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Attest:

Approved as to Form and Legality:



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

Theodore C. Herrera  
Lander County District Attorney

Contractor

By: \_\_\_\_\_  
Gerrit Bakker, Lander Enterprises, LLC

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

**MODIFIED MOUNTAIN VIEW  
CLUBHOUSE LEASE**

**DOC # 0285398**

03/22/2018

03:16 PM

**Official Record**

Recording requested By

LANDER COUNTY CLERK

**Lander County - NV**

**Lesley Bunch - Recorder**

Fee:

Page 1 of 8

RPTT:

Recorded By: KM

Book-

703 Page-0111



0285398

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

**ADDRESS: 50 STATE ROUTE 305**

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

**Contract between Lander Enterprises, LLC and Lander County for the Mountain  
View Golf Course Clubhouse Lease.**

**March 22, 2018 Commission Meeting**

**Item #7**

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

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





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RECITALS

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

TERMS AND CONDITIONS

1. Purpose:

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

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

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

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- vi. Contractor will provide modern and efficient golf course clubhouse services, including the operation of a restaurant, food and beverage service, a limited pro shop, while maintaining a clean, golfer friendly atmosphere.
- vii. Contractor shall also work with Lander County Convention and Tourism, Battle Mountain Chamber of Commerce and Civic Center in a manner to build a reputation that can host special events and encourage the use of the facility.
- viii. The Lander County Greens Keeper shall decide when the golf course opens and closes each year. Contractor shall open the clubhouse at that time for seven (7) days per week, weather permitting, from sunrise to sundown during the golf season. Contractor shall ensure that the clubhouse is open and manned during those hours.



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

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

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

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

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

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

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

2. Maintenance and Utilities:

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

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





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



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

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

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Contractor:  
Lander Enterprises, LLC  
HC 61 Box 195  
Battle Mountain, Nevada 89820

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

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



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

16. Captions: The headings used in this Lease are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Lease or the intent hereof.
17. Integration: This Lease shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Lease and shall be of no force or effect.
18. Relationship: This Lease shall not be deemed to create a partnership between the parties in their respective endeavors or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise. It is understood and agreed that this is not a contract of employment in the sense that the relation of master and servant exists between Lander County and Contractor or between Lander County and any assistants or employees of Contractor. Contractor at all times shall be deemed to be an independent contractor.
19. Force Majeure: Neither party shall be responsible for any failure or delay in its performance under this Lease due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of God or governmental action.
20. Severability: If any covenant, phrase, clause, paragraph, section, condition or provision contained within this Lease is invalidated by a court of competent jurisdiction, then the invalidity shall in no way affect any other covenant, phrase, clause, paragraph, section, condition, or provision contained in this Lease.
21. Construction: This Lease shall be construed without to the identity of the party who drafted various provisions of the Lease. Moreover, each and every provision of this Lease shall be construed as though all parties to this Lease participated equally in the drafting of this Lease. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.
22. Confidentiality: Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Lease.
23. Proper Authority: The parties hereto represent and warrant that the person executing this Lease on behalf of each party has full power and authority to enter into this Lease and that the parties are authorized by law to perform the services set forth in this Lease.





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

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

LANDER COUNTY  
LANDER COUNTY BOARD OF COMMISSIONERS

By: 

Doug Mills, Chair

Date: 3-22-18

Attest:

Approved as to Form and Legality:



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



Theodore C. Herrera  
Lander County District Attorney

Contractor

By: 

Gerrit, Lander Enterprises, LLC

Date: 3-27-18

LANDER COUNTY COMMISSIONERS MEETING  
10/25/2018

Agenda Item Number \_\_19\_\_

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

Update on budget review, contracts, financial update, and all other matters properly related thereto.

Public Comment:

Background:

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

*Lander County Finance Department*  
*Cindy Benson Fiscal Officer*



October 25, 2018

- 1) Accounts Receivable for the 1<sup>st</sup> Quarter of FY 18/19 are as follows:

Water	272,884.12
Sewer	182,377.80
W&S Misc.	5,761.52
<u>Landfill</u>	<u>37,845.00</u>
Total A/R	498,868.44

- 2) Outstanding balances as of September 30, 2018 are:

Water	(17,730.38)
Sewer	(12,339.11)
W&S Misc.	(12,602.88)
<u>Landfill</u>	<u>(14,204.64)</u>
Total O/S	(56,877.01)

- 3) Quarterly Fund Balance Report for the 1<sup>st</sup> Quarter of FY 18/19 is as follows:  
The total revenue for the 1<sup>st</sup> quarter is \$3,459,117 which is down 22.76% compared to last year's 1<sup>st</sup> quarter. Total expenses for the 1<sup>st</sup> quarter is \$6,777,858 which is up by 35.76% compared to last year's 1<sup>st</sup> quarter.
- 4) Battle Mountain Airport has received \$31,283.68 & the Austin Airport received \$62,857.81 in FAA Grants for fiscal year 17/18.
- 5) The OPEB Valuation was completed in time for the annual audit.
- 6) The auditors from HintonBurdick Auditing Firm were here last week. The audit is on schedule to be completed by Nov. 30<sup>th</sup>.



QUARTERLY FUND BALANCE REPORT  
FY 2018-2019  
100%

100%																
PER Monthly Cost Reports																
Governmental Funds:																
Revenue																
	1st Quarter Ending 09/30/18	2nd Quarter Ending 12/31/18	3rd Quarter Ending 03/31/18	4th Quarter Ending 06/30/18	4th Quarter Ending 06/30/19	Total Revenue FY 2017-2018	Total Revenue FY 2018-2019	1st Quarter 09/30/17	2nd Quarter 12/31/17	3rd Quarter 03/31/18	4th Quarter Ending 06/30/18	4th Quarter Ending 06/30/19	Total Expenses FY 2017-2018	Total Expenses FY 2018-2019	Net Revenue - Expense	Net Expense
Governmental Funds:																
General Fund	1,906,638	1,727,797	7,140,110	3,679,917	3,679,917	14,454,462	2,486,950	2,730,246	2,486,950	15,314	502,857	678,252	2,486,950	13,776,210	(439,885)	(439,885)
Road & Bridge	414,971	246,533	897,108	408,169	408,169	2,019,675	246,533	347,278	413,418	485,781	574,620	1,866,419	413,418	153,256	(166,885)	(166,885)
Indigent	96,408	101,430	254,533	103,979	103,979	514,401	101,430	63,894	105,242	66,870	205,440	234,813	105,242	279,588	(3,822)	(3,822)
State Medical Indigent	107,257	103,832	267,436	1,095,915	1,095,915	1,520,376	103,832	9,050	9,358	49,642	435,098	519,622	9,358	1,000,754	94,475	94,475
AG Extension	19,155	19,345	49,831	2,623	2,623	81,710	19,345	15,527	14,134	18,893	33,831	83,573	14,134	(1,864)	5,211	5,211
Aged Services	123,230	119,657	325,336	39,591	39,591	562,613	119,657	76,549	90,556	88,676	108,288	364,091	50,556	198,522	29,101	29,101
Landfill	97,190	102,345	192,139	717,830	717,830	1,085,382	102,345	75,090	202,961	90,331	140,418	387,159	698,223	209,016	(109,616)	(109,616)
LC Airport Fund	58,710	56,655	140,143	11,214	11,214	252,183	56,655	38,541	31,904	25,773	36,853	134,256	31,904	117,927	24,752	24,752
Austin Cap Acquisitions	019	185	(153)	1,952	1,952	1,408	185	0	0	0	0	0	0	0	1,408	1,408
Austin Town	020	5,291	5,768	10,543	8,078	34,124	5,768	20,052	17,650	7,472	7,555	51,099	17,650	(16,974)	(11,882)	(11,882)
Mt Lewis	023	3,075	450	2,475	7,075	20,800	450	1,566	393	820	1,467	9,790	393	11,010	57	57
BM Town	025	12,451	11,906	107,199	82,689	290,749	11,906	77,074	187,516	15,857	134,333	302,786	187,516	(12,038)	(176,340)	(176,340)
Building & Equip	029	0	0	0	0	8,021,562	0	140,433	176,340	381,129	773,337	1,732,607	176,340	6,288,955	543,353	543,353
Cap Acquisition Fund	031	39,979	18,547	99,666	408,416	566,608	38,700	(1,387)	1,351	11,931	14,185	23,255	1,351	219,300	(382,972)	(382,972)
Culture & Recreation	052	1,171,014	143,057	332,404	1,091,339	1,678,254	143,057	340,496	526,029	228,136	851,146	1,458,954	526,029	219,300	(382,972)	(382,972)
BM Acquisition	054	(1,116)	1,087	(904)	11,497	8,292	1,087	0	0	0	0	0	0	8,292	1,087	1,087
CCF Fund	055	0	0	0	0	16,843,592	0	249,585	1,577,930	150,919	4,305,068	6,918,629	1,577,930	9,924,963	(1,577,930)	(1,577,930)
Emergency Maint	056	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Fund	057	48,437	20,515	58,694	115,866	297,543	20,515	5,700	6,435	167,421	62,823	310,247	6,435	(310,247)	(6,835)	(6,835)
Airport Capital	340	0	0	74,546	0	460,642	0	4,187	733,117	356,131	252,880	752,212	733,117	(291,570)	(733,117)	(733,117)
BM Water Operations	206	204,471	260,657	77,795	203,253	693,608	260,657	92,786	108,705	115,324	146,555	486,711	108,705	206,886	151,952	151,952
BM Sewer Dept	236	171,677	179,938	339,445	472,252	1,290,583	179,938	68,950	87,468	124,875	121,395	411,051	87,468	879,531	92,471	92,471
TOTAL QUARTERLY BALANCE																
	4,478,647	3,459,117	2,643,762	0	31,002,532	50,698,566	3,459,117	4,355,617	6,777,858	1,979,999	8,778,149	0	16,775,526	6,777,858	33,973,040	(3,187,441)

The following are Fiduciary Funds (established and held in trust for different purposes) or funds restricted for a special purpose.

- Fund 015 Economic Development Grants
- Fund 016 DOE Grants
- Funds 34, 35, 36, 37, Kingston
- Fund 40 TV District
- Funds 45 & 46 Fair & Rec
- Fund 50 S&W42
- Fund 60 Hospital
- Fund 70 School
- Fund 85 Admin Assessment
- Fund 88 & 89 Genetic Marker
- Fund 90 State
- Fund 91 92 93 94 95
- Funds 284 & 285 & 286 Court Funds
- Fund 300 Tech Funds Funded by Net Proceeds
- Recorder fees and Assessor Fees
- Capital Funds for Infrastructure & Equip
- Proprietary Funds

LANDER COUNTY COMMISSIONERS MEETING  
10/25/2018

Agenda Item Number \_\_20\_\_

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

Discussion for possible action regarding the performance evaluation of Keith Westengard including but not limited to: termination, suspension, demotion, reduction in pay, reprimand, promotion, endorsement, engagement, retention, or “no action”, and all other matters properly related thereto. (Per NRS 241.031)

Public Comment:

Background: Annual review. Commissioners were given evaluation form to complete.

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING  
10/25/2018

Agenda Item Number \_21\_\_

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

Public Comment:

Background:

Recommended Action:



1. Monthly Reports to Lander County Commissioners. September, 2018.
2. State of Nevada. Department of Conservation & Natural Resources. BMRR Issuance of Revised Final Reclamation Permit #0223 for the Greater Phoenix Project; BLM Case Number NVN-067930.
3. United States Department of the Interior. Bureau of Land Management. Mount Lewis Field Office. Notice of Availability in the Federal Register for the Draft Environmental Impact Statement associated with Barric Cortez Inc.
4. United States Department of the Interior. Bureau of Land Management. Mount Lewis Field Office. Public Consultation for the 2018 Dry Creek Fire.
5. United States Department of the Interior. Bureau of Land Management. Mount Lewis Field Office. Public Consultation for the 2018 Francis Fire.
6. Klondex Gold & Silver Minint Company. Notification of Water Pollution Control Permit Renewal Application. Water Pollution Control Permit NEV2013102. Klondex Gold & Silver Mining Company-Fire Creek Infiltration Project.
7. State of Nevada. Department of Conservation & Natural Resources. Notice of Proposed Action by the State of Nevada. Au-Reka Gold Corporation. Water Pollution Control Permit NEV0088009.

# **MONTHLY REPORTS TO LANDER COUNTY COMMISSIONERS**

***SEPTEMBER 2018***

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

**Lander County Clerk's Office**  
**Monies Collected for the Month of:**  
***SEPTEMBER 2018***

<u>ACCOUNT</u>	<u>AMOUNT</u>
TOTAL STATE FEES	\$ 667.00
TOTAL COUNTY FEES	\$ 1,572.54
TOTAL LAW LIBRARY FUND	\$ 60.00
TOTAL DOMESTIC VIOLENCE	\$ 175.00
TOTAL LEGAL AID FUND	\$ 78.00
TOTAL DRUG TEST FEES	\$ 2,105.00
 <b>TOTAL MONIES COLLECTED FOR THE MONTH OF SEPTEMBER 2018</b>	 <b>\$ 4,657.54</b>



**LANDER COUNTY CLERK**

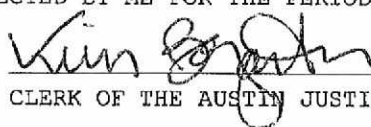


Approved by State Board of Accounts for LANDER County - 2018

To Auditor of LANDER County, NEVADA  
Collecting for Period: 08/30/2018 thru 09/27/2018

Account	Prior Collections	Collections This Period	Year To Date Collections
6I AA FEE - GENETIC MARKER ANALYSIS	633.00	282.00	915.00
6I AA FEE - JUSTICE #085-32003	1,484.00	672.00	2,156.00
6I AA FEE - JUVENILE #286-32006	424.00	192.00	616.00
6I AA FEE - STATE (A #090-32005	7,967.00	3,456.00	11,423.00
6I AA FEE - STATE (G #090-000-32013	1,060.00	480.00	1,540.00
6I BAIL FORFEITURES #001-35030	16,824.00	6,625.00	23,449.00
6I BAIL/BOND PROCESSING FEE	0.00	0.00	0.00
6I BOND FILING FEE VICTIMS OF CRIME	0.00	0.00	0.00
6I CIVIL FEES	0.00	0.00	0.00
6I CIVIL FEES - COURT ACCOUNT/	0.00	0.00	0.00
6I COUNTY FINES/FORF #001-35030	685.00	73.94	758.94
6I DEPARTMENT OF WILDLIFE - COUNTY	0.00	0.00	0.00
6I DEPARTMENT OF WILDLIFE CIVIL FEES	0.00	0.00	0.00
6I DOMESTIC VIOLENCE FEE	0.00	0.00	0.00
6I DUI SPECIALTY COURT FEE (AOC)	0.00	0.00	0.00
6I EPAYMENT CONVENIENCE FEE	752.33	308.92	1,061.25
6I FACILITY ASSESSME #285-34201	2,110.00	936.06	3,046.06
6I FELONY/GROSS MISD FORF - SPECIALTY CO	0.00	0.00	0.00
6I FELONY/GROSS MISD FORF - VICTIMS OF C	0.00	0.00	0.00
6I FINE - STATE OF N #090-35030	0.00	0.00	0.00
6I FINE -LANDER COUN #090-35030	0.00	0.00	0.00
6I LC98-3 OTHER #01-32009	0.00	0.00	0.00
6I MISCELLANEOUS FEE #001-000-38080	0.00	0.00	0.00
6I NON SUFFICIENT FUNDS	0.00	30.00	30.00
6I NRS 4.065 (SB#62) #090-32015	0.00	0.00	0.00
6I OVERPAYMENTS TO THE COUNTY	0.00	0.00	0.00
6I SPECIALTY COURT F #090-32207	1,479.50	658.00	2,137.50
6I SUBSTANCE ABUSE FEE (CHEMICAL FEE)	0.00	0.00	0.00
Totals:	33,418.83	13,713.92	47,132.75

State of NEVADA LANDER County, SS:

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

LANDER COUNTY CLERK

2018 OCT -1 AM 11:32

FILED

190





ARGENTA JUSTICE COURT  
MONTHLY FINANCIAL STATEMENT

FILED

2018 OCT -4 PM 2:00

LANDER COUNTY CLERK

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

HALL	(WEDDING)	\$ 70.00
------	-----------	----------

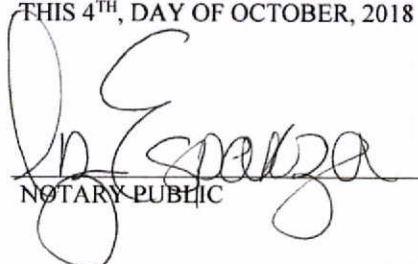
TOTAL		\$ 70.00
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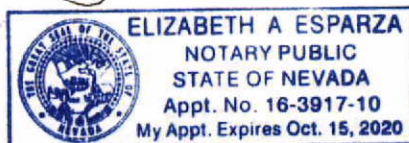
MAX W. BUNCH  
JUSTICE OF THE PEACE

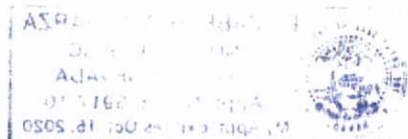
State of Nevada  
County of Lander

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 4<sup>TH</sup>, DAY OF OCTOBER, 2018



NOTARY PUBLIC





Disbursed Total

FINES & FEES MONTH OF SEPTEMBER 2018

26,727.00

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
6H AA FEE - STATE (AOC)	LANDER COUNTY TREASURER	N/A	N/A	5,990.00	146
6H AA FEE - JUSTICE	LANDER COUNTY TREASURER	N/A	N/A	1,120.00	144
6H AA FEE - JUVENILE	LANDER COUNTY TREASURER	N/A	N/A	320.00	144
6H AA FEE - STATE (GENERAL)	LANDER COUNTY TREASURER	N/A	N/A	800.00	144
6H AA FEE - GENETIC MARKER ANALYSIS	LANDER COUNTY TREASURER	N/A	N/A	477.00	143
6H BAIL/BOND PROCESSING FEE BOND FEES	LANDER COUNTY TREASURER	N/A	N/A	56.25	3
6H CIVIL FEES	LANDER COUNTY TREASURER	N/A	N/A	823.50	15
6H CIVIL FEES - COURT ACCOUNT	LANDER COUNTY TREASURER	N/A	N/A	478.50	18
6H DEPARTMENT OF WILDLIFE - COUNTY	LANDER COUNTY TREASURER	N/A	N/A	50.00	1
6H FACSIMILE FEES	LANDER COUNTY TREASURER	N/A	N/A	555.75	0
6H COUNTY FINES/FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	3,504.00	11
6H FACILITY ASSESSMENT FEE	LANDER COUNTY TREASURER	N/A	N/A	1,590.00	143
6H LC98-3 OTHER	LANDER COUNTY TREASURER	N/A	N/A	140.00	14
6H MARRIAGE FEE - STATE	LANDER COUNTY TREASURER	N/A	N/A	5.00	0
6H SUBSTANCE ABUSE FEE (CHEMICAL FEE)	LANDER COUNTY TREASURER	N/A	N/A	240.00	4
6H NRS 4.065 (SB#62)	LANDER COUNTY TREASURER	N/A	N/A	14.00	14
6H SPECIALTY COURT FEE (MISD)	LANDER COUNTY TREASURER	N/A	N/A	1,113.00	143
6H DUI SPECIALTY COURT FEE (AOC)	LANDER COUNTY TREASURER	N/A	N/A	410.00	5
6H STATE FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	8,965.00	132
6H BOND FILING FEE VICTIMS OF CRIME	LANDER COUNTY TREASURER	N/A	N/A	75.00	3

\*\*\* End of Report \*\*\*

STATE OF NEVADA  
COUNTY OF LANDER

MAX W. BUNCH, Justice of the Peace of Argenta Township, Lander County, Nevada,  
being first duly sworn deposes and says:

That all causes and matters heretofore submitted to him have been decided.

That since filing my last report the above fines have been collected, which are being  
submitted to the Treasurer of Lander County.

Subscribed and sworn to before me this 28<sup>TH</sup> day of September, 2018.

  
Justice of the Peace

FILED

2018 OCT -1 AM 11:46

LANDER COUNTY CLERK



**Lander County Recorder**

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

**FILED**


2018 OCT -1 PM 4: 23

LANDER COUNTY CLERK

**MONTHLY REPORT**

The following fees were collected for the period of September 1, 2018 through September 30, 2018.

<u>ACCOUNT</u>	<u>AMOUNT</u>
RECORDINGS	\$12,167.00
OUTSTANDING RCD	\$0.00
OVERPYMT KEPT	\$3.00
OVERPYMT VOUCHER	\$0.00
AB 6 NOD FORECLOSURE MEDIATION FUND	\$0.00
AB 6 NOD BUDGET SHORTFALL	\$0.00
AB 259 NOD INDIGENT	\$0.00
REAL PROPERTY TRANSFER TAX (General)	\$1,907.95
REAL PROPERTY TRANSFER TAX (State .10)	\$346.90
REAL PROPERTY TRANSFER TAX (State 1.30)	\$4,509.70
COPY WORK	\$939.80
SB 14 DOMESTIC VIOLENCE FUND	\$0.00
TECHNOLOGY FEE	\$880.00
FUND TO ASSIST (Previous Foster Care)	\$176.00
LEGAL SERVICES FOR INDIGENT	\$528.00
COMPENSATION OF INVESTIGATORS APPOINTED BY DISTRICT COURT	\$176.00
DEPARTMENT OF MINERALS (State)	\$47,660.00
MAPS	\$810.00
<b>TOTAL AMOUNT REMITTED TO TREASURER:</b>	<b>\$70,104.35</b>

  
\_\_\_\_\_  
Lesley L. Bunch  
Lander County Recorder

REPORTING MONTH OF September 2018 FUND #300--TECHNOLOGY FEES

RECORDER	
BEGINNING BALANCE September 2018	\$53,661.62
REVENUE	\$880.00
Expenditures	(682.76)
Adjustment	
ENDING BALANCE September 2018	\$53,858.86

ASSESSOR	
BEGINNING BALANCE September 2018	\$3,053,848.27
REVENUE	8,271.72
EXPENDITURES	(43,996.15)
Adj Btwn Fnds	-
Interest 2018 Adjustment	
ENDING BALANCE-September 2018	\$3,018,123.84

CLERK	
BEGINNING BALANCE September 2018	\$28.15
REVENUE	\$0.00
EXPENDITURES	\$0.00
Interest 2018 Adjustment	\$0.00
ENDING BALANCE September 2018	\$28.15

TOTALS	
September 2018 Beginning Balance	\$3,131,510.62
Recorder	197.24
Assessor	(35,724.43)
CLERK	
September 2018 Ending Balance	\$3,095,983.43

Yearly Recap July 2018 Thru June 30, 2019	
Beginning Bal July 2018	3,150,895.64
Revenue	25,214.83
Expenditures	(80,127.04)
Interest	-
Adj	-
Ending Balance June 30, 2019	3,095,983.43

FILED  
2018 OCT -9 AM 8:01  
LANDER COUNTY CLERK

RECEIVED  
OCT 10 2018

*B. Murphy*  
Lander County Treasurer/Gene Elcheverry

LANDER COUNTY CLERK

## STATEMENT OF BUDGETED REVENUES &amp; EXPENDITURES COMPARED TO ACTUAL

TECHNOLOGY FEES  
 PERIOD ENDING 9/30/18

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	%
REVENUES					
31010 REAL PROPERTY TAXES-	.00	.00	.00	.00	0
32221 RECORDER TECH FEES	10,500.00	880.00	6,735.00	3,765.00	64
32223 ASSESSOR TECH FEES	300,000.00	8,271.72	18,479.83	281,520.17	6
32224 DIST COURT TECH FEES	.00	.00	.00	.00	0
38007 INTEREST-RECORDER	7,652.00	.00	.00	7,652.00	0
38009 INTEREST-ASSESSOR	7,652.00	.00	.00	7,652.00	0
38013 INTEREST-DIST. COURT	7,652.00	.00	.00	7,652.00	0
38046 ASSESR TECH NET PRO	.00	.00	.00	.00	0
38080 MISCELLANEOUS REVENU	.00	.00	.00	.00	0
38122 GRANT-OTS CRASH	.00	.00	.00	.00	0
39009 TRANS IN FMV	.00	.00	.00	.00	0
TOTAL REVENUES	333,456.00	9,151.72	25,214.83	308,241.17	7
EXPENDITURES					
59045 TRANS OF REVENUES	.00	.00	.00	.00	0
TOTAL	.00	.00	.00	.00	0
067 RECORDER					
53920 SERVICE AND SUPPLIES	17,500.00	682.76	1,365.52	16,134.48	7
53991 MINOR EQUIP/FURNITUR	5,000.00	.00	662.68	4,337.32	13
59015 TRANS OUT INTEREST	.00	.00	.00	.00	0
59950 MISCELLANEOUS	2,500.00	.00	668.19	1,831.81	26
TOTAL RECORDER	25,000.00	682.76	2,696.39	22,303.61	10
068 ASSESSOR					
53920 SERVICE AND SUPPLIES	550,000.00	43,360.15	53,061.90	496,938.10	9
53991 MINOR EQUIP/FURNITUR	315,000.00	636.00	4,806.00	310,194.00	1
54010 NEW FIXED ASSETS	365,000.00	.00	.00	365,000.00	0
54095	.00	.00	.00	.00	0
59045 TRANS OF REVENUES	.00	.00	.00	.00	0
59405	.00	.00	.00	.00	0
TOTAL ASSESSOR	1,230,000.00	43,996.15	57,867.90	1,172,132.10	4
069 DISTRICT COURT					
53920 SERVICE AND SUPPLIES	.00	.00	.00	.00	0
53991 MINOR EQUIP/FURNITUR	.00	.00	.00	.00	0
TOTAL DISTRICT COURT	.00	.00	.00	.00	0
TOTAL EXPENDITURES	1,255,000.00	44,678.91	60,564.29	1,194,435.71	4
NET REV & EXPENDITURE	921,544.00-	35,527.19-	35,349.46-	886,194.54-	3
=====	=====	=====	=====	=====	=====



Run: 10/02/18 15:50:33

TREASURER'S ACCOUNT LEDGER

FOR ACCOUNTS: 000 THRU 999 - 9/01/18 THRU 9/30/18

Receipt No. Receipt Description	Acct TP	Date	Debit Amount	Credit Amount	Balance	FBA No.
ACCOUNT-300 TECHNOLOGY FEES						
			Beginning Balance		3,131,510.62	
59237 WEEK ENDING 09-07-18	300 CR	09/10/18		150.00	3,131,660.62	300-000-32221-000 RECORDER TECH FEES
9058 SPEC EXPND 09-06-18	300 DS	09/14/18	93.76		3,131,566.86	300-000-00000-000
9128 COMM BILLS 09-12-18	300 DS	09/14/18	43,771.15		3,087,795.71	300-000-00000-000
59275 WEEK ENDING 09-14-18	300 CR	09/17/18		345.00	3,088,140.71	300-000-32221-000 RECORDER TECH FEES
59323 WEEK ENDING 09-21-18	300 CR	09/24/18		170.00	3,088,310.71	300-000-32221-000 RECORDER TECH FEES
9278 COMM BILLS 09-27-18	300 DS	09/28/18	814.00		3,087,496.71	300-000-00000-000
59330 2017-18 REAL PROP	300 CR	09/28/18		.45	3,087,497.16	300-000-32223-000 ASSESSOR TECH FEES
59339 2018-19 REAL PROP	300 CR	09/28/18		8,147.39	3,095,644.55	300-000-32223-000 ASSESSOR TECH FEES
59340 2016-17 PERS PROP	300 CR	09/28/18		.06	3,095,644.63	300-000-32223-000 ASSESSOR TECH FEES
59341 2017-18 PERS PROP	300 CR	09/28/18		8.65	3,095,653.28	300-000-32223-000 ASSESSOR TECH FEES
59342 2018-19 PERS PROP	300 CR	09/28/18		115.15	3,095,768.43	300-000-32223-000 ASSESSOR TECH FEES
59349 WEEK ENDING 09-30-18	300 CR	09/28/18		215.00	3,095,983.43	300-000-32221-000 RECORDER TECH FEES
			44,678.91	9,151.72		

ACCOUNT-300 TECHNOLOGY FEES

ENDING BALANCE

3,095,983.43



NEVADA DIVISION OF  
**ENVIRONMENTAL  
PROTECTION**

**STATE OF NEVADA**  
Department of Conservation & Natural Resources  
Brian Sandoval, Governor  
Bradley Crowell, Director  
Greg Lovato, Administrator

October 4, 2018

**Certified Mail Number:** 9171 9690 0935 0040 6928 42

Mr. Joel Donalson  
Senior Environmental Manager  
Newmont USA Limited  
Phoenix Mine  
P.O. Box 1657  
Battle Mountain, NV 89820

**RE: BMRR Issuance of Revised Final Reclamation Permit #0223 for the Greater Phoenix Project; BLM Case Number NVN-067930.**

Dear Mr. Donalson:

The Bureau of Mining Regulation and Reclamation (BMRR) has completed the required thirty day public comment period for revised Reclamation Permit 0223 for Newmont USA Ltd.'s (NUSAL) Greater Phoenix Project. BMRR has determined that the required bond amount for the project is now **\$614,034,679**. As stated in BMRR's draft permit cover letter dated August 22, 2018, NUSAL should post the additional required surety with the Bureau of Land Management (BLM) Nevada State Office by no later than October 22, 2018.

As discussed with NUSAL, within six months of permit issuance NUSAL will submit electronically to BMRR and the BLM a complete stand-alone Plan of Operation (PoO)/reclamation plan that incorporates the relevant portions of the original PoO/reclamation plan and major and minor modifications including, but not limited to, the Copper Leach Amendment, NOUA/Philadelphia Canyon WRF expansion modification.

In addition, attached to this letter please find enclosed a copy of revised final Reclamation Permit 0223 for your files. The required 10 day appeal period will end on October 14, 2018. Revised Reclamation Permit 0223 will become effective on October 19, 2018.

Please contact me should you have any questions regarding this letter at (775) 687-9412 or by e-mail at [tsuessmi@ndep.nv.gov](mailto:tsuessmi@ndep.nv.gov).

Sincerely,

  
W. Todd Suessmith, Jr.  
Bureau of Mining Regulation and Reclamation

Enclosure: Final Reclamation Permit #0223 with Attachment A and B, and the Notice of Final Decision

EC (w/att.):        Roger MacGregor, Newmont Mining Corporation 1655 Mountain City Highway Elko, NV 89801 (w/o att.)  
Jon Sherve, BLM – Battle Mountain District  
Kelly Rodriguez, BLM – NSO (w/o att.)  
Lindsey Lesmeister, NDOW  
Nevada Division of Minerals  
✓ Chairman, Lander County Commissioners (w/o att.)  
Natasha Zittel, BMRR – Regulation Permit Writer (w/o att.)  
Lisa Kreskey, BMRR – Closure Branch (w/o att.)





NEVADA DIVISION OF  
**ENVIRONMENTAL  
PROTECTION**

**STATE OF NEVADA**  
Department of Conservation & Natural Resources  
Brian Sandoval, Governor  
Bradley Crowell, Director  
Greg Lovato, Administrator

October 4, 2018

**NOTICE OF FINAL DECISION**

**RECLAMATION PERMIT 0223**

**Newmont USA Ltd.  
Greater Phoenix Project**

The Administrator of the Division of Environmental Protection (Division) has decided to issue revised Reclamation Permit 0223 for a Mining Project to Newmont USA Ltd. (Permittee). This Permit authorizes the Permittee to reclaim the Greater Phoenix Project located in Lander County, Nevada. The Division has been provided with an application, in accordance with Nevada Revised Statutes and Nevada Administrative Code (NAC) 519A to assure the Division that the Permittee will leave the project site safe, stable, and capable of providing for a productive post-mining land use.

This Permit will become effective October 19, 2018. The final determination of the Administrator may be appealed to the State Environmental Commission (Commission) pursuant to NAC 519A.415. All requests for appeals must be filed by 5:00 PM, October 14, 2018, on Form 3 with the Commission at 901 South Stewart Street, Suite 4001, Carson City, Nevada 89701-5249, and in accordance with administrative rules of the Commission.

This Permit authorizes 12,243 acres of surface disturbance on private land and public lands administered by the Bureau of Land Management as described in the permit application dated June 2018, entitled, *Phoenix Mine Plan of Operations for the Greater Phoenix Project*. For more information, contact Todd Suessmith at 775-687-9412 or visit the Division's Bureau of Mining Reclamation public notice website at <https://ndep.nv.gov/posts/category/land>.

A written comment was received by e-mail from Ms. Kathleen E. Styles, San Clemente California. Two written comments were received by e-mail from Newmont USA Ltd., Battle Mountain Nevada. The text of all comments, in some cases excerpted, and the Division responses (in italics) are included below as part of this Notice of Final Decision.

Ms. Kathleen Style, Written Comment 1:

"My family and myself take exception with this proposed permit for the Greater Phoenix application as it includes our private property parcel # 010-410-31, district 8.9, tax roll #006682, Lot 4 & SE4 of 35/31/43. We therefore request that no disturbance of any kind is made to our property. And, we request that an accurate map of the Greater Phoenix Project

excluded from our private land. We find that the subject application includes our property and request that any reclamation permit granted clearly excludes our private property. Thank you for your attention to this request."

*Division Response 1: Comment noted. Issuance of revised Reclamation Permit 0223 does not directly allow Newmont USA Limited to conduct disturbance on the specific parcel of land identified in the comment.*

Newmont USA Ltd. Written Comment 1:

"Newmont has received and reviewed draft Reclamation Permit 0223 for the Phoenix Mine. After our review of the Schedule of Compliance items, Newmont is requesting either removal or an update to SOC items 10.A.3 and 10.A.4. Newmont has discussed these items with the Battle Mountain Bureau of Land Management (BLM) office and this request is based on their guidance regarding any significant changes to the Plan of Operations Amendment for the Greater Phoenix Project (GPP).

Related to item 10.A.3, agricultural cropping activities in private Section 31 has been analyzed as an alternative in the Environmental Impact Statement (EIS) for the GPP. If Newmont were to go into closure before the tailings impoundment was ready for cropping activities to occur on the facility, Newmont would submit an amendment to BLM to utilize this closure scenario. At the same time a Final Plan for Permanent Closure would be submitted to the Division. Based on discussions with BLM these submittals and approvals would occur in concurrence with each and with consultation between the agencies."

*Division Response 1: Comment noted. Upon internal discussion, Schedule of Compliance Item 3 has been removed from the permit.*

Newmont USA Ltd. Written Comment 2:

"Related to item 10.A.4, the BLM has indicated that any major re-writes to the Plan of Operations Amendment for the GPP would trigger an additional review process. Newmont understands the Division's desire to have a standalone document for the Phoenix Mine and is suggesting that Chapter 2 of the Final EIS be used for this request as it incorporates current and future activities at the site."

*Division Response 2: Comment noted.*



STATE OF NEVADA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
DIVISION OF ENVIRONMENTAL PROTECTION  
BUREAU OF MINING REGULATION AND RECLAMATION  
RECLAMATION PERMIT

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**PERMITTEE:** Newmont USA Ltd.  
P.O. Box 1657  
Battle Mountain, Nevada 89820

**PROJECT NAME:** Greater Phoenix

**PROJECT LOCATION:** Portions of Sections 1-5, 8-11, and 14-22, Township 30 North, Range 43 East; and Sections 15, 16, 20-23, 25-29, and 32-36, Township 31 North, Range 43 East; Mount Diablo Baseline and Meridian, Lander County, Nevada

**PERMIT NUMBER:** 0223

**BLM CASE NUMBER:** N-067930

**PROJECT TYPE:** Copper-Gold Mine

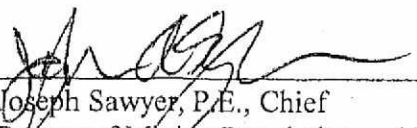
**AMENDMENTS:** None

Pursuant to Nevada Revised Statutes (NRS) 519A.010 to 519A.280, inclusive, and regulations promulgated thereunder by the State Environmental Commission as Nevada Administrative Code (NAC) 519A.010 to 519A.415, inclusive, and implemented by the Division of Environmental Protection (hereinafter the Division), this permit authorizes **Newmont USA Ltd.** to reclaim the **Greater Phoenix Project** consistent with the conditions of this permit and the reclamation plan dated, June 2018, *Phoenix Mine Plan of Operations for the Greater Phoenix Project*.

This permit is effective as of the 19th day of October 2018, and upon receipt by the Division of an acceptable surety, or verification from the federal land management agency that satisfactory surety has been posted. A surety is required by NAC 519A.350 prior to engaging in the activities authorized by this permit. Unless it is modified, suspended or revoked by the Division, this permit is valid for the life of the project. The permit will not now or in the future serve as a determination of ownership or the validity of any mining claim to which it might relate.

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

Issued this 4th day of October 2018.

  
\_\_\_\_\_  
Joseph Sawyer, P.E., Chief  
Bureau of Mining Regulation and Reclamation



# RECLAMATION PERMIT

NO. 0223

## PERMIT LIMITATIONS AND REQUIREMENTS:

### 1. Permitted Disturbances

A. Disturbance Acreage Table: All disturbances are located on private lands and/or public lands administered by the Bureau of Land Management.

Component	Phase 4			Life-of-Mine		
	Private	Public	Total	Private	Public	Total
<b>Post Reclamation Pit Highwalls<sup>1</sup></b>						
Midas <sup>2</sup>	-	-	-	-	-	-
Phoenix <sup>2</sup>	-	-	-	-	-	-
Reona <sup>2</sup>	-	-	-	-	-	-
Iron Canyon	31	1	32	20	-	20
Sunshine Pit (Copper Canyon)	-	20	20	-	20	20
Phoenix Pit NOUA Expansion <sup>2</sup>	-	-	-	-	-	-
Greater Phoenix Pit <sup>3</sup>	1344	568	1912	792	467	1259
<b>Subtotal</b>	<b>1375</b>	<b>589</b>	<b>1964</b>	<b>812</b>	<b>487</b>	<b>1299</b>
<b>Pit Backfill Facilities<sup>1,4</sup></b>						
Midas Pit Backfill	-	-	-	-	-	-
Phoenix Pit Backfill	-	-	-	-	-	-
Reona Pit Backfill	-	-	-	-	-	-
Iron Canyon Pit Backfill	-	-	-	47	25	72
Minnie	-	-	-	-	-	-
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>47</b>	<b>25</b>	<b>72</b>
<b>Stockpiles</b>						
Fortitude <sup>5</sup>	-	-	-	-	-	-
Ore Stockpile	27	-	27	27	-	27
<b>Subtotal</b>	<b>27</b>	<b>0</b>	<b>27</b>	<b>27</b>	<b>0</b>	<b>27</b>
<b>Waste Rock Facilities (WRF)</b>						
Iron Canyon North	50	39	89	50	39	89
Iron Canyon South	85	30	115	85	30	115
Iron Canyon East	12	75	87	12	75	87
Box Canyon <sup>6</sup>	26	151	177	2	144	146
Butte Canyon	2	25	27	2	25	27
Philadelphia Canyon <sup>6</sup>	384	105	489	359	95	454
Natomas <sup>7,8,9,10</sup>	282	705	987	400	944	1344
North Fortitude <sup>6</sup>	10	4	14	9	5	14
North Optional Use Area <sup>11</sup>	-	-	-	-	-	-
Sunshine Waste (Copper Canyon)	-	20	20	-	20	20
South Canyon Waste (Copper Canyon) <sup>6</sup>	-	-	-	-	-	-
Bonanza In-Pit (Surface Portion)	40	45	85	40	45	85
<b>Subtotal</b>	<b>891</b>	<b>1199</b>	<b>2090</b>	<b>959</b>	<b>1422</b>	<b>2381</b>

# RECLAMATION PERMIT

NO. 0223

## PERMIT LIMITATIONS AND REQUIREMENTS:

Component	Phase 4			Life-of-Mine		
	Private	Public	Total	Private	Public	Total
<b>In-Pit Waste Rock Facilities</b>						
Fortitude In-Pit	-	-	-	84	6	90
Bonanza In-Pit (In-Pit Portion)	-	-	-	464	99	563
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>548</b>	<b>105</b>	<b>653</b>
<b>Tailings Facilities</b>						
Tailings Area # 1	547	274	821	547	274	821
Tailings Area # 2	182	87	269	182	87	269
Tailings Area # 3 (Gold Tailings Copper Canyon) <sup>12</sup>	303	-	303	-	-	-
Tailings Expansion	-	-	-	830	1277	2107
<b>Subtotal</b>	<b>1032</b>	<b>361</b>	<b>1393</b>	<b>1559</b>	<b>1638</b>	<b>3197</b>
<b>Closure and Reclamation Stockpiles</b>						
Section. 4 (Adjacent Natomas Waste)	-	14	14	-	14	14
Section 4 (within Tailings Facilities Borrow Area)	-	9	9	-	9	9
Section 28 (adjacent Reona Pit) <sup>13</sup>	-	13	13	-	9	9
Reona Growth Media <sup>14</sup>	4	8	12	-	-	-
Section 10 (south-east. of tailings excluding stockpile)	-	13	13	-	13	13
<b>Subtotal</b>	<b>4</b>	<b>57</b>	<b>61</b>	<b>0</b>	<b>45</b>	<b>45</b>
<b>Other</b>						
Section 15 Borrow Area <sup>15</sup>	123	3	126	95	-	95
Section 16 Borrow Area <sup>15</sup>	-	128	128	-	99	99
Borrow Area adjacent to Tailings Facilities excluding stockpile <sup>15</sup>	176	52	228	45	22	67
Clay Borrow Area <sup>10</sup>	463	6	469	468	820	1288
Closure Borrow Area <sup>3</sup>	-	-	-	310	173	483
Ancillary Facility A <sup>16</sup> (previously Ancillary Facilities, Cu Canyon & Ancillary Facilities)	-	-	-	-	-	-
Ancillary Facility B (previously Office Area)	-	30	30	-	30	30
Ancillary Facility C <sup>17</sup> (includes roads)	61	72	133	-	-	-
Phoenix HLF <sup>18</sup>	200	336	536	274	341	615
Reona (Gold) Heap Leach Facility (HLF)	122	29	151	303	168	471
Reona Event Pond <sup>14</sup>	3	-	3	-	-	-
New Phoenix Mill Area & Ancillary Facilities <sup>19</sup>	61	18	79	31	-	31
Section 5 Class III Waivered Landfill	103	-	103	103	-	103
Solid Waste Landfill (Section 3) <sup>20</sup>	11	-	11	-	-	-
Exploration	25	25	50	25	25	50
Section 5 Optional Use Area <sup>21</sup>	257	38	295	189	28	217
South Optional Use Area	-	306	306	-	306	306
Utility Corridor <sup>22</sup>	2	11	13	1	11	12



# RECLAMATION PERMIT

NO. 0223

## PERMIT LIMITATIONS AND REQUIREMENTS:

Component	Phase 4			Life-of-Mine		
	Private	Public	Total	Private	Public	Total
Utility and Haul Road Corridor	55	61	116	55	61	116
Haul Roads <sup>23,24</sup>	56	8	64	-	-	-
Haul Roads Area E (Copper Canyon)	8	18	26	8	7	15
Copper Canyon Evaporation Pond (Copper Canyon)	-	3	3	-	3	3
Iron Launder Plant (Copper Canyon)	-	2	2	-	2	2
Canyon Placer Tailings Thickener (Copper Canyon)	-	1	1	-	1	1
Office Area (Copper Canyon)	-	2	2	-	2	2
Iron Canyon Surge Ponds & Diversion Structures (Copper Canyon)	3	-	3	3	-	3
Reona Process Facilities (Copper Canyon)	11	-	11	11	-	11
Tailings Pipeline and Ditch (Copper Canyon)	7	4	11	3	-	3
Copper Leach Collection System (Copper Canyon)	1	-	1	1	-	1
Solid Waste Disposal Area (Copper Canyon)	3	-	3	3	-	3
Section 31 Agricultural Area <sup>25</sup>	510	-	510	510	-	510
<b>Subtotal</b>	<b>2261</b>	<b>1153</b>	<b>3414</b>	<b>2438</b>	<b>2099</b>	<b>4537</b>
<b>Total Disturbance All Categories<sup>26</sup></b>	<b>5590</b>	<b>3359</b>	<b>8949</b>	<b>6390</b>	<b>5821</b>	<b>12211</b>
Willow Creek County Road Reroute	23	4	27	23	4	27
Buffalo Valley Power Line	2	1	3	2	1	3
Philadelphia Canyon Power Line	1	1	2	1	1	2
<b>Subtotal<sup>27</sup></b>	<b>26</b>	<b>6</b>	<b>32</b>	<b>26</b>	<b>6</b>	<b>32</b>
<b>Total Disturbance All Categories</b>	<b>5616</b>	<b>3365</b>	<b>8981</b>	<b>6416</b>	<b>5827</b>	<b>12243</b>

<sup>1</sup> The total proposed area of disturbance of each pit is obtained by adding the post-reclamation pit highwall area with the pit backfill facility area.

Because backfill is not included in initial phases, the pit disturbance amount may exceed the Life-of-Mine pit amount, but is less than pit highwall plus pit backfill amounts.

<sup>2</sup> Midas, Phoenix, Reona and Phoenix Pit NOUA Expansion will be incorporated into the Greater Phoenix Pit expansion.

<sup>3</sup> Added as part of Greater Phoenix Project.

<sup>4</sup> Pit Backfill acreage has been removed from the Phase 4 disturbance table per the GPP PoO/reclamation plan. However, should a project forfeiture occur during Phase 4, the agencies would elect to backfill the Fortitude and South Bonanza pit areas with amended lime backfill to 40 feet above the predicated or actual water table.

<sup>5</sup> Fortitude stockpile reduction is associated with the Greater Phoenix Pit expansion.

<sup>6</sup> Iron Canyon South, Box Canyon, Philadelphia Canyon, North Fortitude and South Canyon Waste (Cu Canyon) acreage reduction is result of the Greater Phoenix Pit expansion.

<sup>7</sup> Includes 2.3 acres of disturbance for the bioremediation cell.

<sup>8</sup> The SX-EW Beneficiation Facility and a portion of the proposed haul road / utility corridor would be located within the area permitted for the Natomas WRF.

<sup>9</sup> A portion of the northern Natomas WRF will be reduced due to the Greater Phoenix Pit expansion.

<sup>10</sup> Expanded as part of the Greater Phoenix Project.

<sup>11</sup> The entire North Optional Use Area will remain bonded as a WRF until the Phoenix Pit expansion is complete, however disturbance acreage has been removed.

<sup>12</sup> Tailings Area #3 acreage reduction is associated with the Greater Phoenix Tailings Expansion.

<sup>13</sup> Section 28 (adjacent Reona Pit) Closure and Reclamation Stockpile acreage reduction is associated with the Greater Phoenix Pit expansion.

<sup>14</sup> Reona growth media stockpile and Reona event pond are consumed by leach pad in future phases.

<sup>15</sup> Section 15 and Section 16 Borrow Areas and Borrow Area adj. Tailings acreage reduction is associated with the Greater Phoenix Tailings expansion.

<sup>16</sup> Ancillary Facility A acreage consumed by Greater Phoenix Pit expansion.

<sup>17</sup> Ancillary Facility C acreage reduction the result of the Greater Phoenix Pit expansion.

<sup>18</sup> Of the 536 acres of disturbance, 395 acres would be heap leach pad, 10 acres would be process ponds, 75 acres would be for future E-pond, and 56 acres would be for storage of equipment and materials.



## RECLAMATION PERMIT

NO. 0223

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### PERMIT LIMITATIONS AND REQUIREMENTS:

- <sup>19</sup> Includes mill area, office area, mine and mill maintenance area, parking lot, clear water pond, lab, and security building.
- <sup>20</sup> Consumed in future phases by tailings and leach pad.
- <sup>21</sup> New surface disturbance would occur from the development of Proposed Action Facilities.
- <sup>22</sup> Paved Philadelphia Canyon Access Road acres are included in the Utility Corridor line item and called out separately as own line item under Buildings and Foundation in the RCE.
- <sup>23</sup> Consumed in future phases by other facilities such as WRFs.
- <sup>24</sup> Haul Roads were re-evaluated and reduced to 64 acres by identifying roads that are on or have been consumed by other facilities.
- <sup>25</sup> The Section 31 Agricultural Area would be used for agricultural use with the alternative pit water treatment system until the existing tailings storage facility is closed.
- <sup>26</sup> Total acreage of disturbance inside the Phoenix Mine boundary.
- <sup>27</sup> Total acreage of disturbance associated with rights-of-way outside the Phoenix Mine boundary (not included for bonding purposes).

B. Drill holes will be plugged in accordance with the provisions specified in Chapter 534 of the Nevada Administrative Code. All drill hole cuttings, grout, and fluids shall be contained in sumps constructed at the drill sites. No more than ten (10) drill holes will remain unplugged at any one time.

### 2. Departure from Approved Plan for Reclamation

A. Except in the case of an emergency, the operator may not depart from the approved plan for reclamation without a modification approved by the Division.

B. When an operator submits an amended plan of operation to the federal agency, a copy shall also be filed with the Division.

### 3. Fees

A. On or before April 15 of each year submit the fees as required by NAC 519A.235.

B. On or before April 15 of each year submit the fees as required by NRS 519A.260.

### 4. Reports

A. On or before April 15 of each year, the operator shall submit a report (NRS 519A.260), in a format specified by the Division, relating to the status and production of the operation and identifying each acre of land affected and land reclaimed by the operation.

### 5. Project Completion, Abandonment or Suspension of Work

A. The Division shall be notified in writing within ninety (90) days after an operation is complete or abandoned. The notice must state the date on which the activities for reclamation will begin as specified in NAC 519A.320.

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**PERMIT LIMITATIONS AND REQUIREMENTS:**

B. The Division shall be notified in writing within ninety (90) days after work is suspended at the operation for more than one-hundred-twenty (120) days. The notice must state the nature and reason for the suspension; the anticipated duration of the suspension; and any event which would reasonably be expected to result in either the resumption of activities or the abandonment of the operation. The operator is not required to notify the Division of a temporary closure caused by weather conditions.

**6. Surety**

A. The Division and appropriate federal land management agency(s) shall review the estimate of the cost for reclamation submitted by the operator and determine if the estimate is adequate or reasonably sufficient to complete all required reclamation.

B. The operator shall file and maintain an acceptable surety as specified in NAC 519A.350 to ensure that reclamation will be completed. The surety amount will be based on the approved cost for reclamation.

C. Within three (3) years after the effective date of this permit and at least every three (3) years thereafter, the operator shall submit to the Division and the appropriate federal land management agency(s) an updated estimate of the cost for reclamation to determine whether the surety amount is still adequate to execute the approved reclamation plan. Inflation must be considered.

D. The Division and the appropriate federal land management agency(s) may approve release of surety either in whole or in part at the request of the operator. The operator must provide documentation on reclamation work completed and/or stages of process fluid stabilization completed before any portion of the surety may be released. (See Attachment A)

E. Release of the surety amount for reclamation of a specific component or discrete part of a disturbance does not release the operator from liability for reclamation of that component of disturbance should the reclamation fail to meet the requirements of this permit.

**7. Inspection of Exploration Project and/or Mining Operation**

A. The operator shall allow authorized representatives of the Division, and the appropriate federal land management agency(s) to inspect the operation, during normal business hours, to determine compliance with the terms and conditions of this permit and the status of reclamation activities.

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PERMIT LIMITATIONS AND REQUIREMENTS:

**8. Notice of Noncompliance/Suspension or Revocation of Permit**

- A. A notice of noncompliance may be issued by the Division if an operator fails to comply with the provisions of NAC 519A.010 to 519A.415, inclusive; Chapter 519A of NRS; or an approved plan for reclamation.
- B. The Division may suspend or revoke this permit if the operator does not resolve the noncompliance or agree to a corrective plan of action approved by the Division.
- C. The surety posted by the operator may be forfeited if the permit is suspended or revoked, or the operator ceases to conduct business in the State of Nevada and does not transfer the permit to a new operator.

**9. General Requirements**

- A. The operator shall maintain a copy of this permit and all modifications at the permitted project or operation at all times.
- B. 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 be affected.
- C. Any noncompliance with this permit shall be reported orally to the Division within forty-eight (48) hours of the time the operator has knowledge of the circumstances. A written summary shall be provided within ten (10) days after the oral report is made.
- D. Any changes in the operator's name or address shall be reported within ten (10) days to the Division in writing, and must indicate the permit number and appropriate changes.
- E. Any changes in Corporation/Partnership/Proprietorship name, officers, or address shall be reported within ten (10) days to the Division in writing, and must indicate the permit number and appropriate changes.
- F. The operator shall meet the revegetation standards as set forth in Attachment B.
- G. An operator who initiates reclamation activities prior to meeting chemical stabilization (closure) requirements will be responsible to provide a surety for and to repair any reclaimed areas which may be re-affected by closure activities.



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PERMIT LIMITATIONS AND REQUIREMENTS:

H. The operator shall provide an "as-built" map annually, **on or before April 15<sup>th</sup> of each project year**, which accurately depicts locations of drill roads and drill pads, including breakdown of lengths and widths of disturbed areas. The "as-built" information shall reflect site conditions as of December 31st of the previous calendar year and shall state what methods were utilized to verify disturbance sizes and acreages.

**10. Schedule of Compliance**

A. The permittee shall achieve compliance in accordance with the following schedule:

1. Within thirty days of permit issuance, revise the PoO text to clearly state the commitment by NUSAL to amend the in-pit Waste Rock Facilities with lime during construction and covering the completed WRFs with five feet of cover. (Page 26, Section 4.2 Waste Rock Facilities).
2. Within thirty days of permit issuance revise the PoO and/or reclamation plan to ensure the PoO and reclamation plan contains the same amount of monitoring wells and production wells. (PoO Page 39, Section 3W Description of Well Abandonment Procedures) (Reclamation Plan Page 28, Section 4.13 Monitoring and Production Wells).

Permit Modification History:

October 4, 2018: Revised Reclamation Permit 0223 for the Greater Phoenix Project major modification issued.



## 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

[www.blm.gov/nevada](http://www.blm.gov/nevada)

In Reply Refer To:  
3809 (NVB0100)  
NVN-067575 (16-1A)  
DOI-BLM-NV-B010-2016-0052-EIS

OCT 10 2018

#### Dear Interested Public:

The Bureau of Land Management, Mount Lewis Field Office, has published a Notice of Availability in the Federal Register for the Draft Environmental Impact Statement (DEIS) associated with Barrick Cortez Inc.'s proposal to expand its existing open pits and underground gold mine operations at the Cortez Hills Project. The proposed expansion, known as the Deep South Expansion Project, is located 32 miles southeast of Battle Mountain, in Lander and Eureka counties, Nevada.

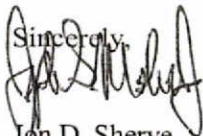
The proposal includes increasing the existing approved plan boundary by 4,279 acres—from 58,093 acres to 62,372 acres. The Project would consist of new and expanded facilities on BLM-administered lands and private lands. When developed, there would be an increase of approximately 3,800 acres of mining-related surface disturbance within the expanded Project Area, of which 73 percent would be on BLM-administered lands. The Project will include: expansion of open pits, underground mine facilities and waste rock facilities; construction and expansion of water management facilities; and construction and operation of additional ancillary facilities.

Three public scoping meetings were held in April of 2017 at the following locations: Battle Mountain, Crescent Valley and Elko, Nevada. Six comment submittals were received during the public scoping process and responses to the comments have been incorporated into the DEIS.

The DEIS and other relevant documents have been made available at <https://go.usa.gov/xP9wk>. This publication in the Federal Register starts a 45-day public comment period that will end on November 26, 2018. Comments can be submitted in the following ways:

- Email: [BLM\\_NV\\_BMDO\\_MLFO\\_DeepSouthEIS@blm.gov](mailto:BLM_NV_BMDO_MLFO_DeepSouthEIS@blm.gov)
- Mail: Kevin Hurrell  
Attn: Deep South NOA – Project Manager  
50 Bastian Road  
Battle Mountain, Nevada 89820

For any questions or concerns regarding the EIS, please contact Kevin Hurrell, BLM Project Manager, at (775) 635-4000.

Sincerely,  
  
For Jon D. Sherve  
Field Manager  
Mount Lewis Field Office



## 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  
[www.blm.gov/nevada](http://www.blm.gov/nevada)

In Reply Refer To:

4130/6711/9217/9220/9264 (NVB0100)

OCT 02 2018

### **PUBLIC CONSULTATION FOR THE 2018 DRY CREEK FIRE MOUNT LEWIS FIELD OFFICE**

Dear Interested Public:

#### **Introduction:**

During the summer of 2018, the Dry Creek Fire burned approximately 434 acres all of which was on public land within the Mount Lewis Field Office (MLFO), Dry Creek Allotment (refer to the enclosed Dry Creek Fire map). The fire was determined to be caused by lightning. After an interdisciplinary review, it was determined that rehabilitation was needed to maintain and/or restore important resources affected by the fire.

The fire burned Greater Sage Grouse, Mule Deer, and other wildlife habitat areas. An Emergency Stabilization and Burn Area Rehabilitation (ES&R) plan was developed to determine the treatments needed to maintain and/or restore these resources and to establish a healthy, stable ecosystem. The Dry Creek Fire has increased the potential of wind and water erosion, and the spread of noxious weeds and invasive/non-native plant species. If left untreated, damage to these important resources could reduce ecological conditions and rangeland health. To promote the success of vegetative treatments and promote natural recovery, rest from livestock grazing is required. The 1987 Shoshone Eureka Resource Management Plan (RMP) Amendment Record of Decision and the Battle Mountain District (BMD) Programmatic Emergency Stabilization and Rehabilitation Plan, dated September 10, 2008, requires that seeded areas be rested from livestock grazing for a minimum of two growing seasons or until objectives are met.

#### **Background:**

The Dry Creek Fire was caused by lightning. The fire started on Wednesday July 25, 2018, and was contained on the 27th. It burned 434 acres within the Battle Mountain District Office (BMDO), all of which are on public land administered by the Bureau of Land Management (BLM). The Dry Creek Fire falls wholly in Battle Mountain's best Priority Habitat Management Area (PHMA) for the Greater Sage Grouse. It is also summer Mule Deer Habitat. The whole fire is in the Dry Creek Allotment.

Within the area that the Dry Creek Fire burned is the biggest population of Greater Sage Grouse in central Nevada. It is also known as some of the best Mule Deer habitat in the county. The



Nevada Division of wildlife has placed this fire as the highest priority for restoration in central Nevada and will be assisting in the restoration process.

The Dry Creek Fire potentially burned through 11 different ecological sites, one of which is not classified but just called Rock Outcrop. 7 of these ecological sites are range sites in the 24 Nevada series. These are Mountain Ridge (R024XY016NV), Claypan 10-12 precipitation zone (p.z.) (R024XY018NV), Loamy Slope 12-14 p.z. (R024XY021NV), Claypan 12-16 p.z. (R024XY027NV), South Slope 12-16 p.z. (R024XY029NV), Loamy Slope 14+ p.z. (R024XY032NV), and Stony Loam 14+ p.z. (R024XY034NV). In the 25 Nevada series, there is Wet Meadow (R025XY005NV), and in the Nevada 28B series there is Loamy Bottom 14+ p.z. (R028BY024NV) and Loamy 16+ p.z. (R028BY029NV). There is also one site in that is classified as forestry, it is unnamed, but its number is F025XY065NV and one unclassified site that is not part of any series but just called Rock Outcrop. The Mountain Ridge should predominantly be *Festuca idahoensis* (Idaho Fescue), *Poa* (Bluegrass) *Artemisia arbuscula* (Low Sagebrush) and *Artemisia nova* (Black Sagebrush). The Claypan 10-12 p.z. should be *Achnatherum thurberianum* (Thurber's Needlegrass), *Pseudoroegneria spicata* ssp. *spicata* (Bluebunch Wheatgrass), and Low Sagebrush. The Loamy Slope 12-16 p.z. is Idaho Fescue, Bluebunch Wheatgrass and *Artemisia tridentata* ssp. *vaseyana* (Mountain Big Sagebrush). For the Claypan 12-16 p.z. there is Idaho Fescue, Bluebunch Wheatgrass and Low Sagebrush. The South Slope 12-16 p.z. is Bluebunch Wheatgrass, and Mountain Sagebrush, while the Loamy Slope 14+ p.z. is *Bromus marginatus* (Mountain Brome), Idaho Fescue and Mountain Big Sagebrush. The Stony Loam 14+ p.z. is predominantly Idaho Fescue, Bluebunch Wheatgrass, *Artemisia tripartite* (Threetip Sagebrush), and Mountain Big Sagebrush. Wet Meadow's dominate species is *Deschampsia caespitosa* (Tufted Hairgrass). Loamy Bottom 14+ p.z. should be Basin Wildrye and Mountain Sagebrush, and Loamy 16+ p.z. is *Achnatherum lettermanii* (Letterman's Needlegrass), Mountain Brome, and Mountain Big Sagebrush. Finally, the unnamed Forestry Site should mainly have Mountain Brome, *Elymus trachucaulus* (Slender Wheatgrass), *Symphoricarpos oreophilus* (Mountain Snowberry), and *Populus tremuloides* (Quaking Aspen).

The area that the Dry Creek Fire burned had not historically burned. The burn severity of the Dry Creek fire was high; this fire burned hot and fast and there is no remaining stubble in the fire area. Nevada trends indicate that the lower precipitation zones show a decreased chance of natural recovery, which is consistent with resistance and resilience concepts developed for the sagebrush steppe. Empirical evidence available from the 2000 and 2013 Ferguson and the 1999 Trail Canyon Fires that all burned in neighboring mountain ranges and similar ecoregions and elevation, show that without man created assistance these areas do not recover and if not managed turn into a Cheat Grass monoculture with a high potential for re-burning and causing catastrophic fires. cursory inspection of those fires show that in areas not rehabilitated that The fire did not recover well, as the brush component still has not recovered and the site is heavily invaded by exotics. Without intervention, this fire is unlikely to return to the pre-burn ecological site.

The Dry Creek Fire burned in the Simpson Park Mountain Range. The area that the Dry Creek Fire burned is steep with most of fire being above a 30% slope. The lowest portion of the burn is approximately 7,220 feet above sea level and the fire rises up to 8,700 feet. The Dry Creek Fire

also burned a minor road in the area. The potential for erosion to impact this road is high. Also within the fire are multiple drainages that hold intermittent streams along with dry drainages that capture water during the winter and spring. While at the time of the fire there was no water in the dry drainages or intermittent streams, the potential for any rain or snowmelt to cause erosion within the drainages is high. This erosion could negatively affect properties and water quality downslope of the fire through sediment movement and changes in terrain for years to come. Erosion will also increase the disturbed areas where invasive exotic vegetation thrives and will contribute to soil loss within the burn area.

Within the burn perimeter and the area immediately adjacent to it, the Resource Advisor on the fire found the noxious weed *Carduus nutans* (Musk Thistle). There is also a high likelihood that there are other noxious weeds in the area that were not found while fighting the fire. There was also invasive exotic plants found within the burn, *Bromus tectorum* (Cheat Grass), *Alyssum desertorum* (Desert Madwort), *Halogeton glomeratus* (Saltlover), and *Lepidium perfoliatum* (Clasping Pepperweed). Since the site is now considered a disturbed site, the potential for other invasive exotic plants and noxious weeds to establish is high.

Emergency Stabilization will focus on stabilizing the hills to prevent further erosion. Burn Area Rehabilitation efforts will focus on treating invasive plants and re-vegetating native shrubs, to enhance ecological diversity and to re-establish vegetation on and around the area. Seeding will also reduce the extent of invasive exotic plants within the area. The expectation is to not only re-establish the correct plants within their ecological zones, but also reduce the potential for fires within this area in the future. The following is a list of treatments and the proposed grazing closure along with the objectives that each treatment is striving to reach. These were brought forward in the Dry Creek Fire ES&R Plan to protect resources impacted by the fire.

#### **Wildfire Management Treatments:**

##### **Reseeding the Burn Area and Temporally Closing it to Cattle Use:**

- The Dry Creek Fire is proposed to be reseeded with only one method (aerial seeded) and seed mix. Due to availability of seed at the time of purchase and changes in price that makes some seed economically unfeasible during certain years, the seed mix may change in rates and types of seed that are purchased. All changes will take into account the original mix and how the substituted species will interact in the site and with said mixture. If the original mix did not call for any non-native plants than all substitutions will be native and if price is an issue and if rates or whole species are to be cut from the mix, then first cut will be to any non-natives. When making substitutions the first choice will be a variety of the same species that derives from a similar ecosystem as the fire from there other species that fill the same role as the original species and are preferably found in the ecosystems that are within the fire. The proposed drill seed mix will primarily consist of 6 perennial grasses: *Bromus marginatus* (Mountain Brome), *Elymus elymoides* (Bottlebrush Squirreletail), *Festuca idahoensis* (Idaho Fescue), *Leymus cinereus* (Great Basin Wildrye), *Pseudoroegneria spicata ssp. spicata* (Bluebunch Wheatgrass), and *Poa nevadensis* (Nevada Bluegrass). There will also be one shrub in this mix *Artemisia tridentata ssp. vaseyana* (Mountain Big Sagebrush). Battle Mountain District will be donating forbs to the mix that are already in the district's seed supplies. Seeding



will occur in the fall, winter, and early spring, shortly before anticipated winter snowfall to assist with propagation.

- The Dry Creek Fire burned in the Dry Creek Allotment. The burned area will be closed to livestock grazing, until monitoring data indicates that recovery objectives have been met, or for a minimum of two growing seasons. The recovery objective is to have three or more permanently established desirable perennial plants/square meter, in both seeded/unseeded areas of the wildfire. Once this objective is met, the area can be reopened to grazing.
- To facilitate the closure, the rancher will work closely with the Range Staff and with active pushing of cattle, and strategic supplement placement, they will keep the cattle off the burn. This burn happened right by their ranch house and in steep enough territory that they should be able to keep the cattle off the fire with minimal work.

#### Seedling Planting:

- Since the Dry Creek Fire is in Battle Mountain's best Priority Habitat Management Area (PHMA), getting a shrub component back into the ecosystem is vital for the fire to return to being beneficial to the Greater Sage Grouse. Therefore to assist with the reestablishment *Purshia tridentata* (Antelope Bitterbrush), *Artemisia tridentata ssp. vaseyana* (Mountain Big Sagebrush) and *Artemisia arbuscula* (Low Sagebrush) is proposed to be planted as seedlings.
- These seedlings should assist with stabilizing the hillsides, and habitat restoration.

#### Stabilizing the Creek and Hillside:

- The fire is already showing erosion signs with rills forming and soil movement in sheets. These are happening down by the creek and road.
- Erosion controlling wood or straw bales, mulch, or fabric will be utilized in areas where the erosion is actively happening and by the road and creek. This will hopefully keep the creek bank intact, the road from requiring repairs, and any culverts from blowing out, as well as protect the private residence downstream from the fire.

#### Invasive Exotic Plants and Noxious Weed Treatments:

- Invasive exotic plants *Bromus tectorum* (Cheat Grass), *Alyssum desertorum* (Desert Madwort), *Halogeton glomeratus* (Saltlover), and *Lepidium perfoliatum* (Clasping Pepperweed) were found in the area. All of these plants are invasive exotics, which thrive in fire created disturbances, making it difficult for seeded areas to establish. There was one known Nevada listed noxious weeds within the fire perimeter *Carduus nutans* (Musk Thistle), and there is a high likelihood that all the equipment and vehicles that were on the fire brought in noxious weeds. Also noxious weed seeds can last in the soil for significantly longer than most of the native species, this means that if there was a historic infestation in the area there is a high probability that the infestation will return with this new disturbance. Intensive monitoring will be needed to prevent the burn from being infested with noxious weeds and to keep the know noxious weed under control. If noxious weeds come into the fire then a treatment regiment will be required to eradicate the noxious weeds. All noxious weeds are required to receive treatment by state law, and given the pre-fire density of Musk Thistle, Cheat Grass and Desert Madwort, the recovery potential of the site is limited without some treatments.



- Removing *Bromus Tectorum* (Cheat Grass) in the fire perimeter should assist in the reseeding and seedling plantings, and the rehabilitation of the fire. To accomplish this, a BLM approved herbicide (Imazapic) will be sprayed, either via ground-based equipment like a tractor, truck, backpack, or UTV sprayer, or aerially via helicopter or airplane, at the recommended rate within the fire perimeter. Imazapic is a relatively selective herbicide, and while it will kill/suppress Cheat Grass, it will not affect the majority of the seeds that are going to be planted. All of the grasses that are being planted are either listed as safe on the label, or there has been research that shows Imazapic will not kill it. Shrubs and forbs are more sensitive to Imazapic, though they are not mentioned on the label at all, and are not in the list of what the chemical will kill. If sprayed in the early spring, before most native plants are sprouting, a Glyphosate herbicide may be added to the mix to increase the mortality rate of the Cheat Grass. While glyphosate will kill every plant it comes in contact with, it has no residual, and can be applied early enough that only Cheat Grass is growing, or only applied in spots that need the extra assistance.
- Since there was a high rate of invasive exotic plants and one noxious weed already in place pre-burn, and a high likelihood of more noxious weeds to enter the area, it is extremely likely that these plants will invade and grow to such prevalence that the native seeded/planted plants cannot thrive. The best way to manage the area so that stabilization and rehabilitation work can thrive is to spot treat most invasive exotic plants, and all noxious weeds in the burn area. A BLM approved herbicide will be sprayed at the recommended rate in the fire perimeter to accomplish the objectives.
- All treatments will be entered into the National Invasive Species Information Management System (NISIMS) or a BLM accepted alternative. This will allow the infestations and types of treatments to be monitored and compared.

#### Monitoring:

- All areas/treatments will be monitored for 3-5 years, to verify that all treatments are meeting expectations, and to confirm that no additional treatments are needed.
- Monitoring would be done to analyze the effectiveness and success of the rehabilitation treatments. Permanent representative monitoring sites would be established to monitor density, the production of seeded species, native release, and noxious/invasive weed encroachment. Density and cover measurements would be employed to determine the effectiveness of the seeding treatment. Measurement techniques will adhere to best management practices and BLM standards. Photo points will be established to qualitatively assess and document site conditions through time.
- Monitoring will occur as part of the BMD 2008 Programmatic ES&R Plan.
- Monitoring will focus on addressing the following questions: 1) Have the desirable species been successfully established, and do they provide sufficient cover to adequately protect the site from soil erosion? 2) Is there evidence that a self-sustaining community has been established? 3) Are vegetative reproduction and establishment of the desirable species occurring?
- When possible, all monitoring sites will have adjacent, non-treated reference sites established, to compare results of the treatments.

#### Objectives:

#### Seeded and Native Release:

- An average of three perennial species/square meter rooted firmly in the soil. Perennial plants that would count toward the three perennial species/square meter objective include, though are not limited to: *Achantherum hymenoides* (Indian Ricegrass), *Artemisia tridentata* ssp. *Wyomingensis* (Wyoming Big Sagebrush), *Atriplex confertifolia* (Shadscale), *Bassia prostrata* (Forage Kochia), *Distichlis spicata* (Inland Saltgrass), *Elymus elymoides* (Bottlebrush Squirreltail), *Hesperostipa comata* (Needle and Thread Grass), *Leymus cinereus* (Basin Wildrye), *Grayia spinosa* (Spiny Hopsage), *Poa secunda* (Sandberg's Bluegrass), and *Sarcobatus vermiculatus* (Black Greasewood); and other perennial plants that are similar in stature and present in the Ecological Site Descriptions (ESD).
- Density and cover measurements will be used to determine the effectiveness of the seeding treatments. Monitoring measurements like Line-Intercept, Gap, Density, Height, and other BLM approve methods will be taken.
- To determine how firmly rooted a plant is in the ground, a "tug" test will be used at monitoring locations. Plants will be selected at random and pull-tested by the field monitors. Plants that can be removed from the soil without tearing the roots or stems are not considered firmly established.
- If the seeding and native revegetation do not meet the objectives, a BLM interdisciplinary team (IDT) will meet to decide if the site has the potential to meet objectives, or if additional treatments are required. Additional treatments may be requested on this site for 5 years.

#### Seedling Plantings:

- A fifty percent overall survival rate of seedlings planted after the first 2 years.
- Seedling survival will be monitored by counting the number of live seedlings during the summer, when there are leaves to indicate that each plant is still among the living
- If the seedling survival rate does not meet the objectives, an interdisciplinary team (IDT) will meet to decide if the site has the potential to meet objectives, if additional treatments are added. Up to five years of additional treatments may be requested on this site.

#### Stabilizing the Creek and Hillside:

- Erosion indicators are to stay within the class 1-3 range, with signs ranging from none to common, or to be comparable to Proper Function Condition (PFC) data taken in previous years.
- The Dry Creek Fire and its nearby area will be monitored by a fluvial geomorphologist that specializes in the shape, form, sediment level, et cetera of streams. Observations from the monitoring will determine if the objectives have been met.
- If creeks and hillsides are not meeting objectives, an IDT will meet to decide if the site has the potential to meet objectives, if additional treatments are added. Up to five years of additional treatments may be requested on this site.

#### Invasive Exotic and Noxious Weeds:

- Reduction of eighty percent cover of infestation.



- If invasive exotic and noxious weed treatments do not meet objectives, an IDT will meet to decide if the site has the potential to meet objectives, if additional treatments are added. Up to five years of additional treatments may be requested on this site.

A Document of Land Use Plan Conformance and NEPA Adequacy (DNA) to the 2008 Programmatic Emergency Stabilization and Rehabilitation (ES&R) Environmental Assessment (EA) would be completed for the above projects, prior to issuance of an implementation decision.

#### Grazing Closure:

The permittee affected by the Dry Creek Fire is the Dry Creek Ranch in the Dry Creek Allotments. Due to the size of the fire and to help attain objectives, AUMs will be reduced in the burned area. The following is the season of use and AUMs for the Allotments, as well as the temporary suspensions of AUMs associated with the fire:

Permittee	Allotment	Pasture	Livestock Type	Season of Use	Permitted AUMs	Temporary AUM Suspension
Dry Creek Ranch	Dry Creek Allotment	Mountain	Cattle	April 1 <sup>st</sup> to July 31 <sup>st</sup>	1,765	46

The BLM believes that achieving the average of three perennial grasses/square meter is an indication there would likely be adequate amounts of roots and above ground cover to limit the redistribution of soil and loss of soil resources. It should also keep invasive species, such as Cheat Grass, as a minor component of the plant community. It should allow fire-affected areas to be productive enough to allow livestock grazing to resume. In addition to the seeded species, there may be perennial and annual forbs and/or grasses present, which contribute to the overall stability of the site. Given the variety of plant species likely to grow after the wildfire, as well as their spatial variability across these landscapes, BLM will analyze density data and related field notes, and photographs to assess plant vigor and cover, to help determine when the density objective is met.

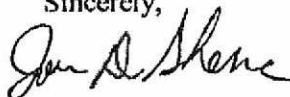
If establishment objectives are not met by the end of the second growing season after the seed is applied, the burned area would be evaluated, to determine the potential to meet the objectives and identify potential limiting factors. Some of the factors to be considered in this evaluation will be: the relationship between the native release of pre-existing plants and seeded species, as it pertains to site stability; the amount of total precipitation; the amount of growing season precipitation; how close to meeting the establishment objectives are at the end of the first and second growing seasons; and what benefits an additional growing season of rest might provide.

The permittees and interested public are being informed that prior to the start of the 2019 grazing season, the Battle Mountain District Office will issue a decision and notice of closure, which will temporarily close a portion of the Dry Creek Allotment burned by the Dry Creek Fire. This closure would continue in effect until conditions outlined above are met. Decisions temporarily closing areas to livestock grazing would be issued as final decisions, in full force and effect pursuant to Title 43, Code of Federal Regulations (CFR) Subparts 4110.3-3(b) and 4160.3(f).



In accordance with BLM policy, this letter serves as the opportunity for the interested public, partners, stakeholders, state, local and tribal governments, to provide comments to the ES&R projects that have been developed by the Battle Mountain ES&R IDT. Please submit any comments in writing to the above address within 15 days of the date posted on this letter. If you have any questions, please contact Anna O'Brien, District ES&R Lead at (775) 635-4000.

Sincerely,



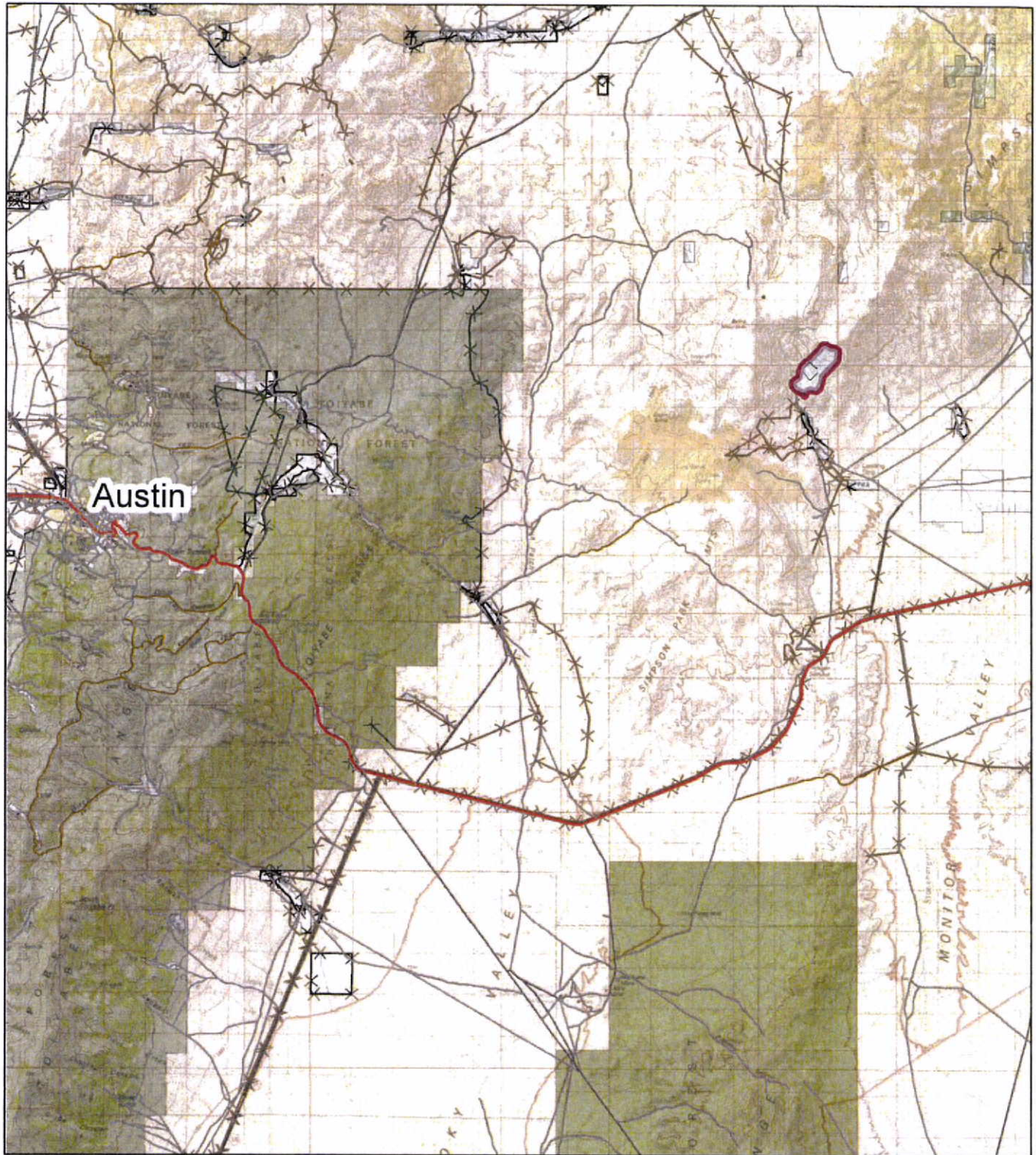
Jon D. Sherve  
Field Manager  
Mount Lewis Field Office

Enclosures

Map: 2018 Dry Creek Fire Map: Location  
Map: 2018 Dry Creek Fire Map: Perimeter  
Map: 2018 Dry Creek Fire Map: Proposed Plantings



# 2018 Dry Creek Fire: Location



Battle Mountain District Office  
50 Bastian Road  
Battle Mountain, NV 89820  
Date: 8/7/2018

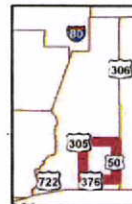


0 1.5 3 6 Miles

Location in Nevada:



Location within:  
Lander County



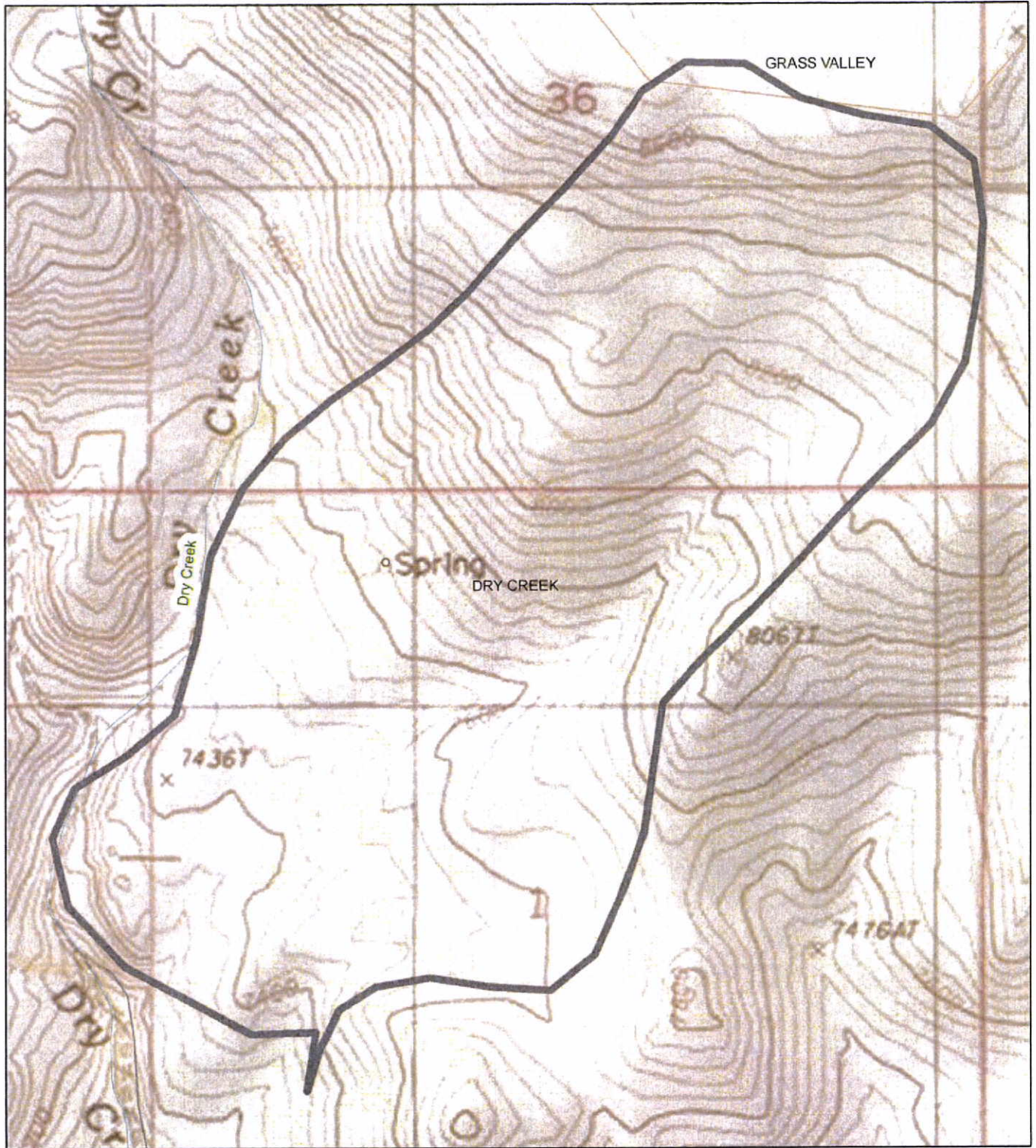
Legend

- 2018 Dry Creek Fire
- US Route
- Local Road
- 4-Wheel Drive Trail
- Unclassified Road
- Cities and Towns
- Admin. by BLM
- US Forest Service
- Private Land
- ✕ Existing Fence

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# 2018 Dry Creek Fire: Perimeter

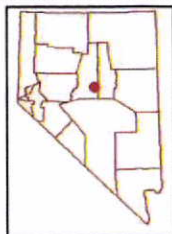


Battle Mountain District Office  
50 Bastian Road  
Battle Mountain, NV 89820  
Date: 8/6/2018

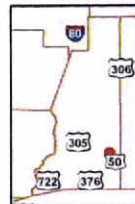


0 0.075 0.15 0.3 Miles

Location in Nevada:



Location within:  
Lander County



- Legend
- Perimeter\_Dry Creek
  - Unclassified Road
  - Admin. by BLM
  - Grazing\_Pasture
  - Grazing Allotment Polygons
  - SpringSeep
  - Streams

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# 2018 Dry Creek Fire: Proposed Plantings

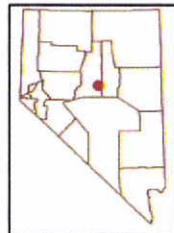


Battle Mountain District Office  
50 Bastian Road  
Battle Mountain, NV 89820  
Date: 8/6/2018

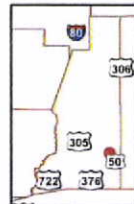


0 0.075 0.15 0.3 Miles

Location in Nevada:



Location within:  
Lander County



Legend

- Seedling Planting
- Proposed Aerial Seeding
- 2018 Dry Creek Fire
- Unclassified Road
- Admin. by BLM
- Streams

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## United States Department of the Interior



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In Reply Refer To:

4130/6711/9217/9220/9264 (NVB0100)

**OCT 02 2018**

### **PUBLIC CONSULTATION FOR THE 2018 FRANCIS FIRE MOUNT LEWIS FIELD OFFICE**

Dear Interested Public:

#### **Introduction:**

During the summer of 2018, the Francis Fire burned approximately 1,275 acres all of which was on public land within the Mount Lewis Field Office (MLFO), Carico Valley Allotment (refer to the enclosed Francis Fire map). The fire was determined to be caused by lightning. After an interdisciplinary review, it was determined that rehabilitation was needed to maintain and/or restore important resources affected by the fire.

The fire burned Wild Horse, Greater Sage Grouse, Pronghorn, Mule Deer, and other wildlife habitat areas. An Emergency Stabilization and Burn Area Rehabilitation (ES&R) plan was developed to determine the treatments needed to maintain and/or restore these resources and to establish a healthy, stable ecosystem. The Francis Fire has increased the potential of wind and water erosion, and the spread of noxious weeds and invasive/non-native plant species. If left untreated, damage to these important resources could reduce ecological conditions and rangeland health. To promote the success of vegetative treatments and promote natural recovery, rest from livestock grazing is required. The 1987 Shoshone Eureka Resource Management Plan (RMP) Amendment Record of Decision and the Battle Mountain District (BMD) Programmatic Emergency Stabilization and Rehabilitation Plan, dated September 10, 2008, requires that seeded areas be rested from livestock grazing for a minimum of two growing seasons or until objectives are met.

#### **Background:**

The Francis Fire was caused by lightning. The fire started on Tuesday July 24, 2018, and was contained the following day. It burned 1,275 acres within the Battle Mountain District Office (BMDO), all of which are on public land administered by the Bureau of Land Management (BLM). The Francis Fire burned 760 acres of Greater Sage Grouse's Other Habitat Management Area (OHMA). The whole fire is year round Pronghorned Antelope habitat and is in the Bald Mountain Herd Management Area for Wild Horses. While the whole fire is in winter Mule Deer habitat 47 of the burned acres are considered critical winter habitat necessary for the survival of the Mule Deer herds in the area. The whole fire is in the Carico Valley Allotment.

The Francis Fire potentially burned through 8 different ecological sites, one of which is not classified but just called Rock Outcrop. All of the ecological sites are range sites in the 24 Nevada series. There is Loamy 5-8 precipitation zone (p.z.) (R024XY002NV), Sodic Terrace 6-8 p.z. (R024XY003NV), Loamy 8-10 p.z. (R024XY005NV), Dry Floodplain (R024XY006NV), Droughty Loam 8-10 p.z. (R024XY020NV), Gravelly Fan (R024XY041), and Shallow Loam 8-10 p.z. (R024XY047NV). The Loamy 5-8 p.z. should predominantly be *Achnatherum hymenoides* (Indian Ricegrass), *Atriplex confertifolia* (Shadscale), and *Picrothamnus desertorum* (Bud Sagebrush). The Sodic Terrace 6-8 p.z. is mainly *Elymus elymoides* (Bottlebrush Squirreltail), Shadscale, and *Sarcobatus vermiculatus* (Black Greasewood). For the Loamy 8-10 p.z. the dominate species should be predominantly *Achnatherum thurberianum* (Thurber's Needlegrass), and *Artemisia tridentata* ssp. *Wyomingensis* (Wyoming Big Sagebrush). Dry Floodplain should have *Leymus cinereus* (Basin Wildrye), and *Artemisia tridentata* ssp. *tridentata* (Basin Big Sagebrush). Droughty Loam 8-10 p.z. has Indian Ricegrass, Thurber's Needlegrass, Wyoming Big Sage, and *Grayia spinosa* (Spiny Hopsage). Gravelly Fan there should be Indian Ricegrass, Basin Wildrye, Wyoming Big Sagebrush, and Spiny Hopsage. Finally, with the Shallow Loam 8-10 p.z. there should predominantly be Indian Ricegrass, Thurber's Needlegrass, and Wyoming Big Sagebrush.

The area that the Francis Fire burned had not historically burned. The burn severity of the Francis fire was high; this fire burned hot and fast and there is no remaining stubble in the fire area. Nevada trends indicate that the lower precipitation zones show a decreased chance of natural recovery, which is consistent with resistance and resilience concepts developed for the sagebrush steppe. Empirical evidence available from the 1999 Filippini, 2007 Elephant Head, and 2016 Carico Fires that all burned in neighboring mountain ranges and similar ecoregions and elevation, show that without man created assistance these areas do not recover and if not managed turn into a Cheat Grass monoculture with a high potential for re-burning and causing catastrophic fires. cursory inspection of those fires show that in areas not rehabilitated that the fire did not recover well, as the brush component still has not recovered and the site is heavily invaded by exotics. Without intervention, this fire is unlikely to return to the pre-burn ecological site.

The Francis Fire is within the Toiyabe Mountain Range. The eastern and western edges of the Francis Fire are flat with a less than 10 % slope but in the center of the fire slopes reach greater than 60 %. The lowest portion of the burn is approximately 5,000 feet above sea level and the fire rises up to 5,680 feet. The Francis Fire also burned some minor roads in the area. The potential for any erosion that happens it impact these roads is high. Also within the fire is multiple drainages that hold intermittent streams along with dry drainages that funnel water during the winter and spring. While at the time of the fire, there was no water in the dry drainages or intermittent streams the potential for any rain or snowmelt to cause erosion within the drainages is highly likely. This erosion could negatively affect properties and water quality downslope of the fire through sediment movement and changes in terrain for years to come. Erosion will also increase the disturbed areas where invasive exotic vegetation thrives and contribute to soil loss within the burn area.



Within the burn perimeter and the area immediately adjacent to it, there are no known noxious weeds, but the likelihood that there are unreported noxious weeds in the area is highly likely based on the known infestations in similar areas and near the fire. Invasive exotic plants were found within the burn, *Bromus tectorum* (Cheat Grass), *Alyssum desertorum* (Desert Madwort), *Halogeton glomeratus* (Saltlover), and *Lepidium perfoliatum* (Clasping Pepperweed). Since the site is now considered a disturbed site, the potential for other invasive exotic plants and noxious weeds to establish is high.

Emergency Stabilization will focus on stabilizing the hills to prevent further erosion. Burn Area Rehabilitation efforts will focus on treating invasive plants and re-vegetating native grasses, forbs, and shrubs in the low lands to enhance ecological diversity and to re-establish vegetation on and around the area. Seeding will also reduce the extent of invasive exotic plants within the area. The expectation is to not only re-establish the correct plants within their ecological zones, but also reduce the potential for fires within this area in the future. The following is a list of treatments and the proposed grazing closure along with the objectives that each treatment is striving to reach. These were brought forward in the Francis Fire ES&R Plan to protect resources impacted by the fire.

#### **Wildfire Management Treatments:**

##### **Reseeding the Burn Area and Temporally Closing it to Cattle Use:**

- The Francis Fire will be reseeded with two different methods, each with their own seed mix. 607 acres is proposed to be aerially seeded and the rest to be drill seeded. Due to availability of seed at the time of purchase and changes in price that makes some seed economically unfeasible during certain years, the seed mix may change in rates and types of seed that are purchased. All changes will take into account the original mix and how the substituted species will interact in the site and with said mixture. If the original mix did not call for any non-native plants than all substitutions will be native and if price is an issue and if rates or whole species are to be cut from the mix, then first cut will be to any non-natives. When making substitutions the first choice will be a variety of the same species that derives from a similar ecosystem as the fire from there other species that fill the same role as the original species and are preferably found in the ecosystems that are within the fire. The proposed drill seed mix will primarily consist of 6 perennial grasses: *Achantherum hymenoides* (Indian Ricegrass), *Elymus elymoides* (Bottlebrush Squirreltail), *Leymus cinereus* (Great Basin Wildrye), *Poa secunda* (Sandberg's Bluegrass), *Distichlis spicata* (Inland Saltgrass) and *Hesperostipa comata* (Needle and Thread Grass). 4 shrubs: *Atriplex confertifolia* (Shadscale), *Artemisia tridentata* ssp. *Wyomingensis* (Wyoming Big Sagebrush) and *Grayia spinosa* (Spiny Hopsage) and *Sarcobatus vermiculatus* (Black Greasewood); and 2 forb: *Bassia prostrata* (Forage Kochia), and *Sphaeralcea munroana* (Munroes Globemallow). The drill mix will be used on the flats on public land throughout the fire and will avoid rock outcrops, unburned islands, and any identified cultural sites. The aerial mix is proposed to be applied where the ground is too steep for any other seed application. The aerial mix is proposed to consist of 5 perennial grasses: *Achantherum hymenoides* (Indian Ricegrass), *Elymus elymoides* (Bottlebrush Squirreltail), *Leymus cinereus* (Great Basin Wildrye), *Poa secunda* (Sandberg's Bluegrass) and *Pseudoroegneria spicata* ssp. *spicata*



(Bluebunch Wheatgrass). 2 shrubs: *Artemisia tridentata* ssp. *Wyomingensis* (Wyoming Big Sagebrush) and *Krascheninnikovia lanata* (Winterfat); and 2 forbs: *Sphaeralcea munroana* (Munroes Globemallow). Seeding will occur in the fall, winter, and early spring, shortly before anticipated winter snowfall to assist with propagation.

- The Francis Fire burned in the Carico Valley Allotment. The burned area will be closed to livestock grazing, until monitoring data indicates that recovery objectives have been met, or for a minimum of two growing seasons. The recovery objective is to have three or more permanently established desirable perennial plants/square meter, in both seeded/unseeded areas of the wildfire. Once this objective is met, the area can be reopened to grazing.
- To facilitate the closure, approximately 7 miles of fence will be installed around the perimeter of the fire. The fence should be constructed before the growing season and prior to turnout in that pasture/ allotment. This time frame should minimize the detrimental effects of grazing on sprouting seeding treatments. Once site objectives are met and the closure is lifted, the fence will be removed. The fence will be metal T-post and barbed wire construction with 3 strands of barbed wire and 1 smooth bottom wire. Corners will be easy-panels and gates will be placed at a minimum of every mile, to allow for removal of animals that are able to get past the fence. Sage Grouse fence markers will be placed along the fence length fence comes within ¼ a mile of a lek and flagging will be used along the whole length as a wild horse deterrent.

#### Invasive Exotic Plants and Noxious Weed Treatments:

- Invasive exotic plants like *Bromus tectorum* (Cheat Grass), *Alyssum desertorum* (Desert Madwort), *Halogeton glomeratus* (Saltlover), and *Lepidium perfoliatum* (Clasping Pepperweed) were found in the area. All of these plants are invasive exotics, which thrive in fire created disturbances, making it difficult for seeded areas to establish. There was no known Nevada or federally listed noxious weeds within the fire perimeter, but there is a high likelihood that all the equipment and vehicles that were on the fire brought in noxious weeds. Also noxious weed seeds can last in the soil for significantly longer than most of the native species, this means that if there was a historic infestation in the area there is a high probability that the infestation will return with this new disturbance. Intensive monitoring will be needed to prevent the burn from being infested with noxious weeds when they come into the fire. If noxious weeds come into the fire then a treatment regiment will be required to eradicate the noxious weeds. All noxious weeds are required to receive treatment by state law, and given the pre-fire density of Cheat Grass and Desert Madwort, the recovery potential of the site is limited without some treatments.
- Removing *Bromus Tectorum* (Cheat Grass) in the fire perimeter should assist in the reseeding, and the rehabilitation of the fire. To accomplish this, a BLM approved herbicide (Imazapic) will be sprayed, either via ground-based equipment like a tractor, truck, backpack, or UTV sprayer, or aerially via helicopter or airplane, at the recommended rate within the fire perimeter. Imazapic is a relatively selective herbicide, and while it will kill/suppress Cheat Grass, it will not affect the majority of the seeds that are going to be planted. All of the grasses that are being planted are either listed as safe on the label, or there has been research that shows Imazapic will not kill it. Shrubs and forbs are more sensitive to Imazapic, though they are not mentioned on the label at all, and are not in the list of what the chemical will kill. If sprayed in the early spring, before most native plants are



sprouting, a Glyphosate herbicide may be added to the mix to increase the mortality rate of the Cheat Grass. While glyphosate will kill every plant it comes in contact with, it has no residual, and can be applied early enough that only Cheat Grass is growing, or only applied in spots that need the extra assistance.

- Since there was a high rate of invasive exotic plants already in place pre-burn, and a high likelihood of Noxious Weeds to enter the area, it is extremely likely that these plants will invade and grow to such prevalence that the native seeded/planted plants cannot thrive. The best way to manage the area so that stabilization and rehabilitation work can thrive is to spot treat most invasive exotic plants and all noxious weeds in the burn area. A BLM approved herbicide will be sprayed at the recommended rate in the fire perimeter to accomplish the objectives.
- All treatments will be entered into the National Invasive Species Information Management System (NISIMS) or a BLM accepted alternative. This will allow the infestations and types of treatments to be monitored and compared.

#### Monitoring:

- All areas/treatments will be monitored for 3-5 years, to verify that all treatments are meeting expectations, and to confirm that no additional treatments are needed.
- Monitoring would be done to analyze the effectiveness and success of the rehabilitation treatments. Permanent representative monitoring sites would be established to monitor density, the production of seeded species, native release, and noxious/invasive weed encroachment. Density and cover measurements would be employed to determine the effectiveness of the seeding treatment. Measurement techniques will adhere to best management practices and BLM standards. Photo points will be established to qualitatively assess and document site conditions through time.
- Monitoring will occur as part of the BMD 2008 Programmatic ES&R Plan.
- Monitoring will focus on addressing the following questions: 1) Have the desirable species been successfully established, and do they provide sufficient cover to adequately protect the site from soil erosion? 2) Is there evidence that a self-sustaining community has been established? 3) Are vegetative reproduction and establishment of the desirable species occurring?
- When possible, all monitoring sites will have adjacent, non-treated reference sites established, to compare results of the treatments.

#### Objectives:

##### Seeded and Native Release:

- An average of three perennial species/square meter rooted firmly in the soil. Perennial plants that would count toward the three perennial species/square meter objective include, though are not limited to: *Achantherum hymenoides* (Indian Ricegrass), *Artemisia tridentata* ssp. *Wyomingensis* (Wyoming Big Sagebrush), *Atriplex confertifolia* (Shadscale), *Bassia prostrata* (Forage Kochia), *Distichlis spicata* (Inland Saltgrass), *Elymus elymoides* (Bottlebrush Squirreltail), *Hesperostipa comata* (Needle and Thread Grass), *Leymus cinereus* (Basin Wildrye), *Grayia spinosa* (Spiny Hopsage), *Krascheninnikovia lanata* (Winterfat), *Poa secunda* (Sandberg's Bluegrass), *Pseudoroegneria spicata* ssp. *spicata* (Bluebunch Wheatgrass), and *Sarcobatus*



*vermiculatus* (Black Greasewood); and other perennial plants that are similar in stature and present in the Ecological Site Descriptions (ESD).

- Density and cover measurements will be used to determine the effectiveness of the seeding treatments. Monitoring measurements like Line-Intercept, Gap, Density, Height, and other BLM approve methods will be taken.
- To determine how firmly rooted a plant is in the ground, a "tug" test will be used at monitoring locations. Plants will be selected at random and pull-tested by the field monitors. Plants that can be removed from the soil without tearing the roots or stems are not considered firmly established.
- If the seeding and native revegetation do not met the objectives, a BLM interdisciplinary team (IDT) will meet to decide if the site has the potential to meet objectives, or if additional treatments are required. Additional treatments may be requested on this site for 5 years.

Invasive Exotic and Noxious Weeds:

- Reduction of eighty percent cover of infestation.
- If invasive exotic and noxious weed treatments do not met objectives, an IDT will meet to decide if the site has the potential to meet objectives, if additional treatments are added. Up to five years of additional treatments may be requested on this site.

A Document of Land Use Plan Conformance and NEPA Adequacy (DNA) to the 2008 Programmatic Emergency Stabilization and Rehabilitation (ES&R) Environmental Assessment (EA) would be completed for the above projects, prior to issuance of an implementation decision.

Grazing Closure:

The permittee affected by the Francis Fire is Barrick Cortez, Inc. in the Carico Lake Allotments. Due to the stocking rate within this pasture and the size of the fire compared to the overall pasture acreage, no AUMs will be suspended. The following is the season of use and AUMs for the Allotments, as well as the temporary suspensions of AUMs associated with the fire:

Permittee	Allotment	Pasture	Livestock Type	Season of Use	Permitted AUMs	Temporary AUM Suspension
Barrick Cortez, Inc.	Carico Lake Allotment	Toiyabe Mountain	Cattle	April 1st to June 6th	1,795	0

The BLM believes that achieving the average of three perennial grasses/square meter is an indication there would likely be adequate amounts of roots and above ground cover to limit the redistribution of soil and loss of soil resources. It should also keep invasive species, such as Cheat Grass, as a minor component of the plant community. It should allow fire-affected areas to be productive enough to allow livestock grazing to resume. In addition to the seeded species, there may be perennial and annual forbs and/or grasses present, which contribute to the overall stability of the site. Given the variety of plant species likely to grow after the wildfire, as well as their spatial variability across these landscapes, BLM will analyze density data and related field notes, and photographs to assess plant vigor and cover, to help determine when the density objective is met.

If establishment objectives are not met by the end of the second growing season after the seed is applied, the burned area would be evaluated, to determine the potential to meet the objectives and identify potential limiting factors. Some of the factors to be considered in this evaluation will be: the relationship between the native release of pre-existing plants and seeded species, as it pertains to site stability; the amount of total precipitation; the amount of growing season precipitation; how close to meeting the establishment objectives are at the end of the first and second growing seasons; and what benefits an additional growing season of rest might provide.

The permittees and interested public are being informed that prior to the start of the 2019 grazing season, the Battle Mountain District Office will issue a decision and notice of closure, which will temporarily close a portion of the Carico Valley Allotment burned by the Francis Fire. This closure would continue in effect until conditions outlined above are met. Decisions temporarily closing areas to livestock grazing would be issued as final decisions, in full force and effect pursuant to Title 43, Code of Federal Regulations (CFR) Subparts 4110.3-3(b) and 4160.3(f).

In accordance with BLM policy, this letter serves as the opportunity for the interested public, partners, stakeholders, state, local and tribal governments, to provide comments to the ES&R projects that have been developed by the Battle Mountain ES&R IDT. Please submit any comments in writing to the above address within 15 days of the date posted on this letter. If you have any questions, please contact Anna O'Brien, District ES&R Lead at (775) 635-4000.

Sincerely,



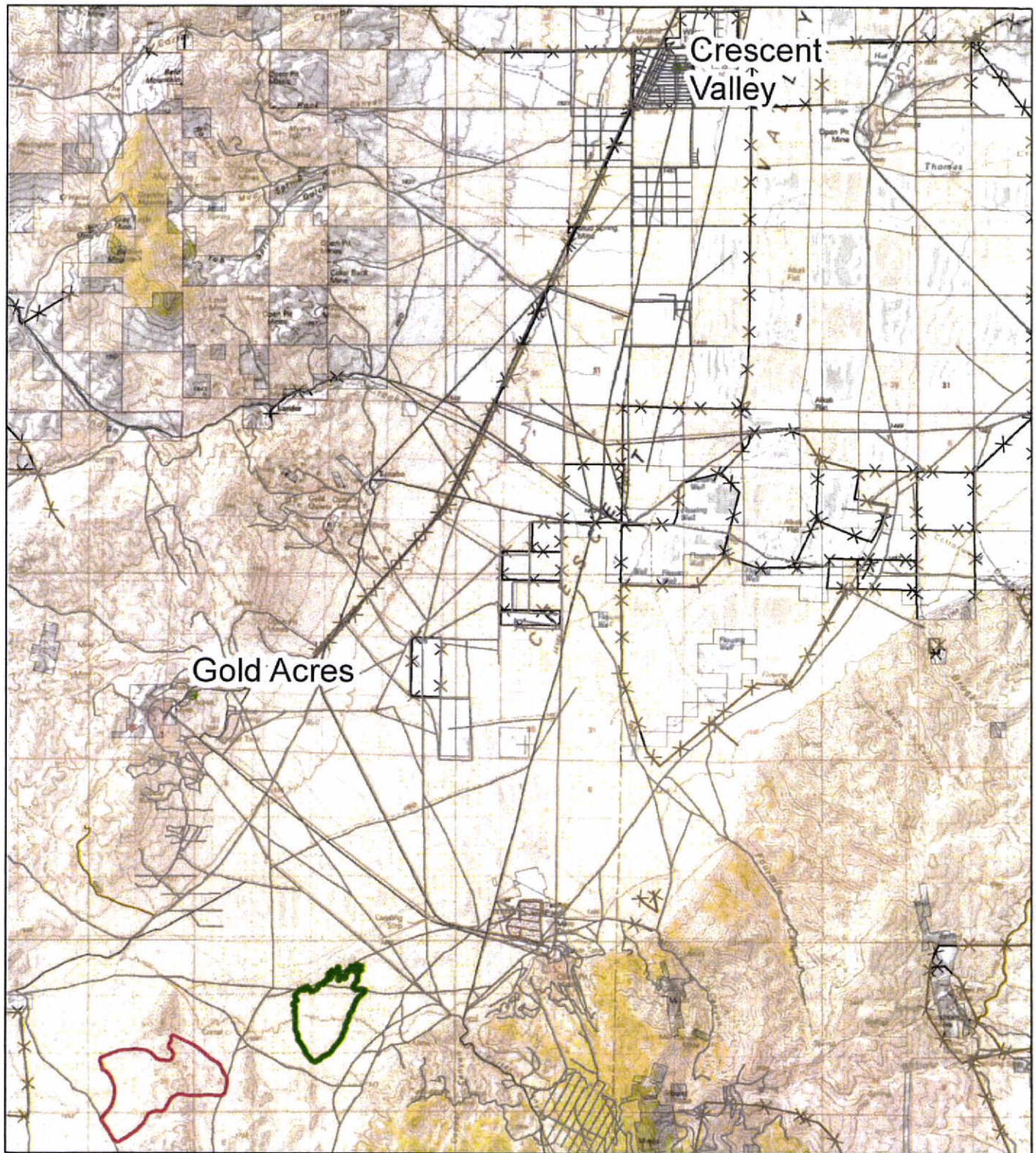
Jon D. Sherve  
Field Manager  
Mount Lewis Field Office

Enclosures

- Map: 2018 Francis and Copper Fire: Location
- Map: 2018 Francis Fire: Perimeter
- Map: 2018 Francis Fire: Proposed Fence Lines and Plantings



# 2018 Francis and Copper Fire: Location



Battle Mountain District Office  
50 Bastian Road  
Battle Mountain, NV 89820  
Date: 8/6/2018



0 1 2 4 Miles

Location in Nevada:



Location within:  
Lander County

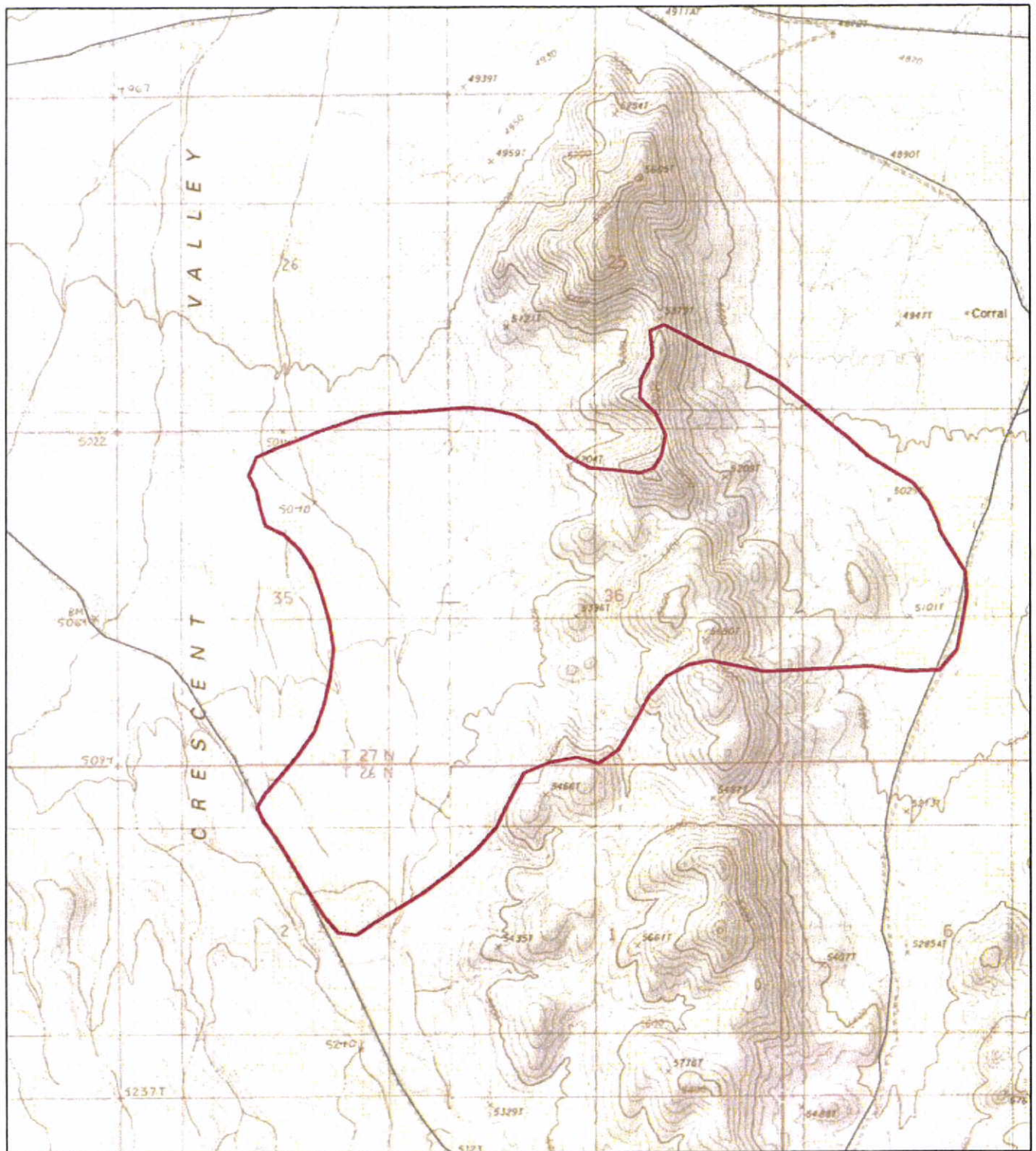


Legend

- ▭ 2018 Francis Fire
- ▭ 2018 Copper Fire
- Local Road
- 4-Wheel Drive Trail
- Unclassified Road
- Cities and Towns
- Admin. by BLM
- Private Land
- ✕ Existing Fence

"NO WARRANTY IS MADE BY THE BUREAU OF LAND MANAGEMENT AS TO THE ACCURACY, RELIABILITY, OR COMPLETENESS OF THESE DATA FOR INDIVIDUAL USE OR AGGREGATE USE WITH OTHER DATA"





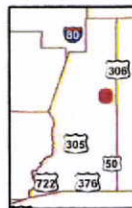
Battle Mountain District Office  
50 Bastian Road  
Battle Mountain, NV 89820  
Date: 8/6/2018





Location in Nevada:



Location within:  
Lander County



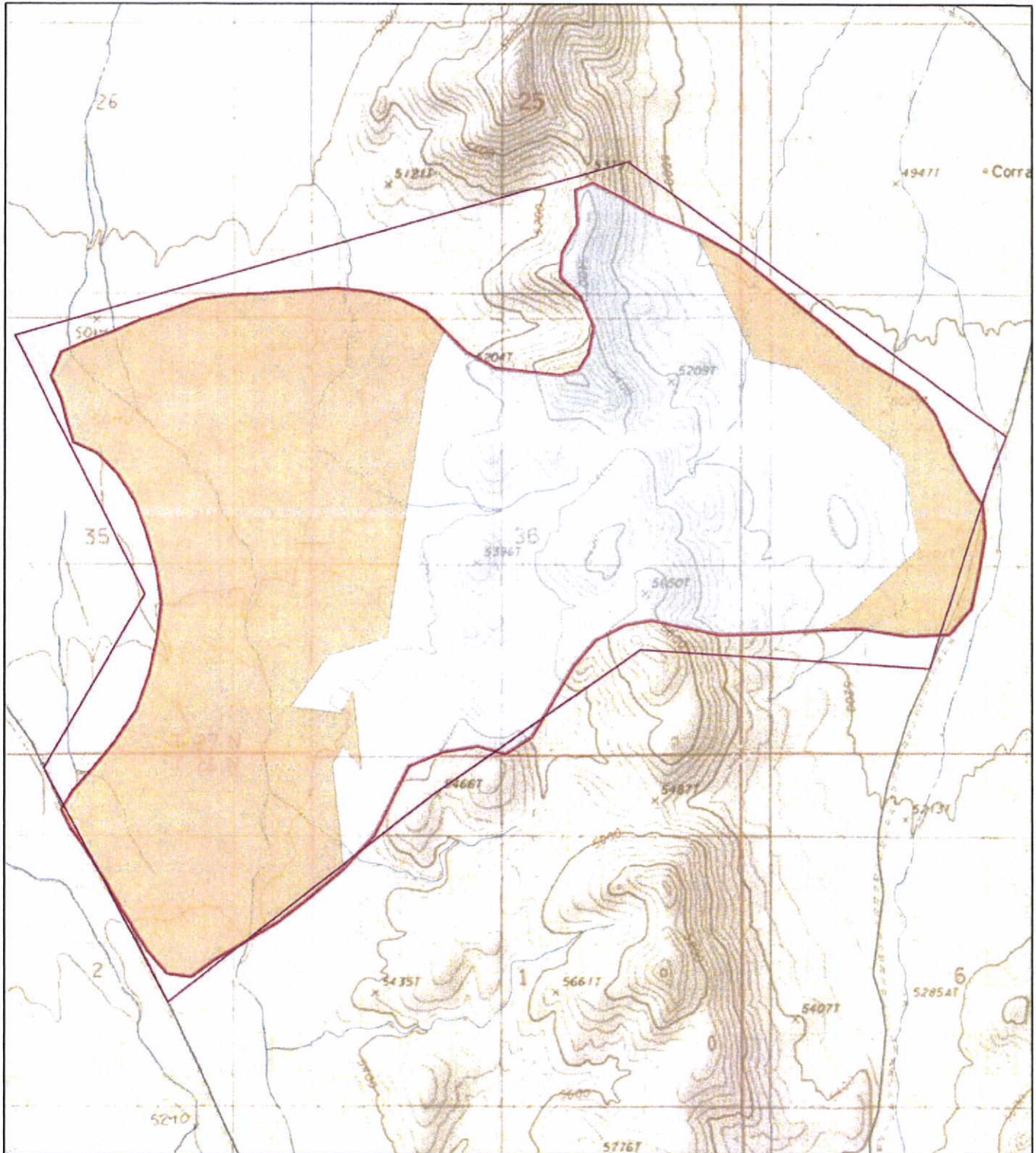
**Legend**

-  2018 Francis Fire  
 Unclassified Road  
 Admin. by BLM

"NO WARRANTY IS MADE BY THE BUREAU OF LAND MANAGEMENT AS TO THE ACCURACY, RELIABILITY, OR COMPLETENESS OF THESE DATA FOR INDIVIDUAL USE OR AGGREGATE USE WITH OTHER DATA"



# 2018 Francis Fire: Proposed Fence Lines and Plantings



Battle Mountain District Office  
50 Bastian Road  
Battle Mountain, NV 89820  
Date: 8/6/2018



0 0.15 0.3 0.6 Miles

Location in Nevada:



Location within:  
Lander County



Legend

- Francis Fence
- Aerial Seeding
- Drill Seeding
- Perimeter\_Francis
- Unclassified Road
- Admin. by BLM
- Streams

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## 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  
[www.blm.gov/nevada](http://www.blm.gov/nevada)

In Reply Refer To:

4130/6711/9217/9220/9264 (NVB0100)

OCT 02 2018

### **PUBLIC CONSULTATION FOR THE 2018 COPPER FIRE MOUNT LEWIS FIELD OFFICE**

Dear Interested Public:

#### **Introduction:**

During the summer of 2018, the Copper Fire burned approximately 716 acres all of which was on public land within the Mount Lewis Field Office (MLFO), Carico Valley Allotment (refer to the enclosed Copper Fire map). The fire was determined to be caused by lightning. After an interdisciplinary review, it was determined that rehabilitation was needed to maintain and/or restore important resources affected by the fire.

The fire burned Greater Sage Grouse, Pronghorn, Mule Deer, and other wildlife habitat areas. An Emergency Stabilization and Burn Area Rehabilitation (ES&R) plan was developed to determine the treatments needed to maintain and/or restore these resources and to establish a healthy, stable ecosystem. The Copper Fire has increased the potential of wind and water erosion, and the spread of noxious weeds and invasive/non-native plant species. If left untreated, damage to these important resources could reduce ecological conditions and rangeland health. To promote the success of vegetative treatments and promote natural recovery, rest from livestock grazing is required. The 1987 Shoshone Eureka Resource Management Plan (RMP) Amendment Record of Decision and the Battle Mountain District (BMD) Programmatic Emergency Stabilization and Rehabilitation Plan, dated September 10, 2008, requires that seeded areas be rested from livestock grazing for a minimum of two growing seasons or until objectives are met.

#### **Background:**

The Copper Fire was caused by lightning. The fire started on Saturday July 21, 2018, and was contained the following day. It burned 716 acres within the Battle Mountain District Office (BMDO), all of which are on public land administered by the Bureau of Land Management (BLM). The Copper Fire burned 322 acres of Greater Sage Grouse's Other Habitat Management Area (OHMA) and 263 acres of General Habitat Management Area (GHMA). The Pronghorned Antelope habitat is split between 692 acres of winter habitat and 24 acres of year round habitat. The whole fire is in winter Mule Deer habitat. The whole fire is also in the Carico Valley Allotment.



The Copper Fire potentially burned through 2 different ecological sites, one of which is not classified but just called Rock Outcrop. All of the ecological sites are range sites in the 24 Nevada series. These are Loamy 5-8 precipitation zone (p.z.) (R024XY002NV), and Silty 4-8 p.z. (R024XY000NV). The Loamy 5-8 p.z. should predominantly be *Achantherum hymenoides* (Indian Ricegrass), *Atriplex confertifolia* (Shadscale), and *Picrothamnus desertorum* (Bud Sagebrush). While the Silty 4-8 p.z. is mainly Indian Ricegrass and *Krascheninnikovia lanata* (Winterfat).

The area that the Copper Fire burned had not historically burned. The burn severity of the Copper fire was high; this fire burned hot and fast and there is no remaining stubble in the fire area. Nevada trends indicate that the lower precipitation zones show a decreased chance of natural recovery, which is consistent with resistance and resilience concepts developed for the sagebrush steppe. Empirical evidence available from the 1999 Filippini, 2007 Elephant Head, and 2016 Carico Fires that all burned in neighboring mountain ranges and similar ecoregions and elevation, show that without man created assistance these areas do not recover and if not managed turn into a Cheat Grass monoculture with a high potential for re-burning and causing catastrophic fires. cursory inspection of those fires show that in areas not rehabilitated that the fire did not recover well, as the brush component still has not recovered and the site is heavily invaded by exotics. Without intervention, this fire is unlikely to return to the pre-burn ecological site.

The Francis Fire is within the Toiyabe Mountain Range. The area that the Copper Fire burned is relatively flat with a less than 10 % slope. The lowest portion of the burn is approximately 4,840 feet above sea level and the fire rises up to 5,040 feet. The Copper Fire also burned some minor roads in the area. The potential for any erosion that happens it impact these roads is high. Also within the fire is multiple drainages that hold intermittent streams along with dry drainages that funnel water during the winter and spring. While at the time of the fire, there was no water in the dry drainages or intermittent streams the potential for any rain or snowmelt to cause erosion within the drainages is highly likely. This erosion could negatively affect properties and water quality downslope of the fire through sediment movement and changes in terrain for years to come. Erosion will also increase the disturbed areas where invasive exotic vegetation thrives and contribute to soil loss within the burn area.

Within the burn perimeter and the area immediately adjacent to it, there are no known noxious weeds, but the likelihood that there are unreported noxious weeds in the area is highly likely based on the known infestations in similar areas and near the fire. Invasive exotic plants were found within the burn, *Bromus tectorum* (Cheat Grass), *Alyssum desertorum* (Desert Madwort), *Halogeton glomeratus* (Saltlover), and *Lepidium perfoliatum* (Clasping Pepperweed). Since the site is now considered a disturbed site, the potential for other invasive exotic plants and noxious weeds to establish is high.

Emergency Stabilization will focus on treating invasive grasses. Burn Area Rehabilitation efforts will focus on treating invasive plants and re-vegetating native grasses, forbs, and shrubs in the low lands to enhance ecological diversity and to re-establish vegetation on and around the area. Seeding will also reduce the extent of invasive exotic plants within the area. The expectation is to not only re-establish the correct plants within their ecological zones, but also



reduce the potential for fires within this area in the future. The following is a list of treatments and the proposed grazing closure along with the objectives that each treatment is striving to reach. These were brought forward in the Copper Fire ES&R Plan to protect resources impacted by the fire.

#### Wildfire Management Treatments:

##### Reseeding the Burn Area and Temporally Closing it to Cattle Use:

- The Copper Fire is proposed to be reseeded with only one method (drill seeded) and seed mix. Due to availability of seed at the time of purchase and changes in price that makes some seed economically unfeasible during certain years, the seed mix may change in rates and types of seed that are purchased. All changes will take into account the original mix and how the substituted species will interact in the site and with said mixture. If the original mix did not call for any non-native plants than all substitutions will be native and if price is an issue and if rates or whole species are to be cut from the mix, then first cut will be to any non-natives. When making substitutions the first choice will be a variety of the same species that derives from a similar ecosystem as the fire from there other species that fill the same role as the original species and are preferably found in the ecosystems that are within the fire. The proposed drill seed mix will primarily consist of 6 perennial grasses: *Achantherum hymenoides* (Indian Ricegrass), *Elymus elymoides* (Bottlebrush Squirreltail), *Leymus cinereus* (Great Basin Wildrye), *Poa secunda* (Sandberg's Bluegrass), *Distichlis spicata* (Inland Saltgrass) and *Hesperostipa comata* (Needle and Thread Grass). 4 shrubs: *Atriplex confertifolia* (Shadscale), *Artemisia tridentata ssp. Wyomingensis* (Wyoming Big Sagebrush) and *Grayia spinosa* (Spiny Hopsage) and *Sarcobatus vermiculatus* (Black Greasewood); and 2 forb: *Bassia prostrata* (Forage Kochia), and *Sphaeralcea munroana* (Munroes Globemallow). The drill mix will be used on the flats on public land throughout the fire and will avoid rock outcrops, unburned islands, and any identified cultural sites. Seeding will occur in the fall, winter, and early spring, shortly before anticipated winter snowfall to assist with propagation.
- The Copper Fire burned in the Carico Valley Allotment. The burned area will be closed to livestock grazing, until monitoring data indicates that recovery objectives have been met, or for a minimum of two growing seasons. The recovery objective is to have three or more permanently established desirable perennial plants/square meter, in both seeded/unseeded areas of the wildfire. Once this objective is met, the area can be reopened to grazing.
- To facilitate the closure, approximately 5 miles of fence will be installed around the perimeter of the fire. The fence should be constructed before the growing season and prior to turnout in that pasture/ allotment. This time frame should minimize the detrimental effects of grazing on sprouting seeding treatments. Once site objectives are met and the closure is lifted, the fence will be removed. The fence will be metal T-post and barbed wire construction with 3 strands of barbed wire and 1 smooth bottom wire. Corners will be easy-panels and gates will be placed at a minimum of every mile, to allow for removal of animals that are able to get past the fence. Sage Grouse fence markers will be placed along the fence length fence comes within ¼ a mile of a lek and flagging will be used along the whole length as a wild horse deterrent.

#### Invasive Exotic Plants and Noxious Weed Treatments:

- Invasive exotic plants like *Cardaria draba* (Hoary Cress), *Bromus tectorum* (Cheat Grass), *Alyssum desertorum* (Desert Madwort), *Halogeton glomeratus* (Saltlover), and *Lepidium perfoliatum* (Clasping Pepperweed) were found in the area. All of these plants are invasive exotics, which thrive in fire created disturbances, making it difficult for seeded areas to establish. There was no known Nevada or federally listed noxious weeds within the fire perimeter, but there is a high likelihood that all the equipment and vehicles that were on the fire brought in noxious weeds. Also noxious weed seeds can last in the soil for significantly longer than most of the native species, this means that if there was a historic infestation in the area there is a high probability that the infestation will return with this new disturbance. Intensive monitoring will be needed to prevent the burn from being infested with noxious weeds when they come into the fire. If noxious weeds come into the fire then a treatment regiment will be required to eradicate the noxious weeds. All noxious weeds are required to receive treatment by state law, and given the pre-fire density of Cheat Grass and Desert Madwort, the recovery potential of the site is limited without some treatments.
- Removing *Bromus Tectorum* (Cheat Grass) in the fire perimeter should assist in the reseeding, and the rehabilitation of the fire. To accomplish this, a BLM approved herbicide (Imazapic) will be sprayed, either via ground-based equipment like a tractor, truck, backpack, or UTV sprayer, or aurally via helicopter or airplane, at the recommended rate within the fire perimeter. Imazapic is a relatively selective herbicide, and while it will kill/suppress Cheat Grass, it will not affect the majority of the seeds that are going to be planted. All of the grasses that are being planted are either listed as safe on the label, or there has been research that shows Imazapic will not kill it. Shrubs and forbs are more sensitive to Imazapic, though they are not mentioned on the label at all, and are not in the list of what the chemical will kill. If sprayed in the early spring, before most native plants are sprouting, a Glyphosate herbicide may be added to the mix to increase the mortality rate of the Cheat Grass. While glyphosate will kill every plant it comes in contact with, it has no residual, and can be applied early enough that only Cheat Grass is growing, or only applied in spots that need the extra assistance.
- Since there was a high rate of invasive exotic plants already in place pre-burn, and a high likelihood of Noxious Weeds to enter the area, it is extremely likely that these plants will invade and grow to such prevalence that the native seeded/planted plants cannot thrive. The best way to manage the area so that stabilization and rehabilitation work can thrive is to spot treat most invasive exotic plants and all noxious weeds in the burn area. A BLM approved herbicide will be sprayed at the recommended rate in the fire perimeter to accomplish the objectives.
- All treatments will be entered into the National Invasive Species Information Management System (NISIMS) or a BLM accepted alternative. This will allow the infestations and types of treatments to be monitored and compared.

#### Monitoring:

- All areas/treatments will be monitored for 3-5 years, to verify that all treatments are meeting expectations, and to confirm that no additional treatments are needed.
- Monitoring would be done to analyze the effectiveness and success of the rehabilitation treatments. Permanent representative monitoring sites would be established to monitor



density, the production of seeded species, native release, and noxious/invasive weed encroachment. Density and cover measurements would be employed to determine the effectiveness of the seeding treatment. Measurement techniques will adhere to best management practices and BLM standards. Photo points will be established to qualitatively assess and document site conditions through time.

- Monitoring will occur as part of the BMD 2008 Programmatic ES&R Plan.
- Monitoring will focus on addressing the following questions: 1) Have the desirable species been successfully established, and do they provide sufficient cover to adequately protect the site from soil erosion? 2) Is there evidence that a self-sustaining community has been established? 3) Are vegetative reproduction and establishment of the desirable species occurring?
- When possible, all monitoring sites will have adjacent, non-treated reference sites established, to compare results of the treatments.

#### Objectives:

##### Seeded and Native Release:

- An average of three perennial species/square meter rooted firmly in the soil. Perennial plants that would count toward the three perennial species/square meter objective include, though are not limited to: *Achantherum hymenoides* (Indian Ricegrass), *Artemisia tridentata* ssp. *Wyomingensis* (Wyoming Big Sagebrush), *Atriplex confertifolia* (Shadscale), *Bassia prostrata* (Forage Kochia), *Distichlis spicata* (Inland Saltgrass), *Elymus elymoides* (Bottlebrush Squirreltail), *Hesperostipa comata* (Needle and Thread Grass), *Leymus cinereus* (Basin Wildrye), *Grayia spinosa* (Spiny Hopsage), *Poa secunda* (Sandberg's Bluegrass), and *Sarcobatus vermiculatus* (Black Greasewood); and other perennial plants that are similar in stature and present in the Ecological Site Descriptions (ESD).
- Density and cover measurements will be used to determine the effectiveness of the seeding treatments. Monitoring measurements like Line-Intercept, Gap, Density, Height, and other BLM approve methods will be taken.
- To determine how firmly rooted a plant is in the ground, a "tug" test will be used at monitoring locations. Plants will be selected at random and pull-tested by the field monitors. Plants that can be removed from the soil without tearing the roots or stems are not considered firmly established.
- If the seeding and native revegetation do not met the objectives, a BLM interdisciplinary team (IDT) will meet to decide if the site has the potential to meet objectives, or if additional treatments are required. Additional treatments may be requested on this site for 5 years.

##### Invasive Exotic and Noxious Weeds:

- Reduction of eighty percent cover of infestation.
- If invasive exotic and noxious weed treatments do not met objectives, an IDT will meet to decide if the site has the potential to meet objectives, if additional treatments are added. Up to five years of additional treatments may be requested on this site.

A Document of Land Use Plan Conformance and NEPA Adequacy (DNA) to the 2008 Programmatic Emergency Stabilization and Rehabilitation (ES&R) Environmental Assessment (EA) would be completed for the above projects, prior to issuance of an implementation decision.

#### **Grazing Closure:**

The permittee affected by the Copper Fire is the Barrick Cortez, Inc. in the Carico Lake Allotments. Due to the stocking rate within this pasture and the size of the fire compared to the overall pasture acreage, no AUMs will be suspended. The following is the season of use and AUMs for the Allotments, as well as the temporary suspensions of AUMs associated with the fire:

Permittee	Allotment	Pasture	Livestock Type	Season of Use	Permitted AUMs	Temporary AUM Suspension
Barrick Cortez, Inc.	Carico Lake Allotment	Cortez Joint Venture	Cattle	February 1 <sup>st</sup> to March 31 <sup>st</sup>	1,742	0

The BLM believes that achieving the average of three perennial grasses/square meter is an indication there would likely be adequate amounts of roots and above ground cover to limit the redistribution of soil and loss of soil resources. It should also keep invasive species, such as Cheat Grass, as a minor component of the plant community. It should allow fire-affected areas to be productive enough to allow livestock grazing to resume. In addition to the seeded species, there may be perennial and annual forbs and/or grasses present, which contribute to the overall stability of the site. Given the variety of plant species likely to grow after the wildfire, as well as their spatial variability across these landscapes, BLM will analyze density data and related field notes, and photographs to assess plant vigor and cover, to help determine when the density objective is met.

If establishment objectives are not met by the end of the second growing season after the seed is applied, the burned area would be evaluated, to determine the potential to meet the objectives and identify potential limiting factors. Some of the factors to be considered in this evaluation will be: the relationship between the native release of pre-existing plants and seeded species, as it pertains to site stability; the amount of total precipitation; the amount of growing season precipitation; how close to meeting the establishment objectives are at the end of the first and second growing seasons; and what benefits an additional growing season of rest might provide.

The permittees and interested public are being informed that prior to the start of the 2019 grazing season, the Battle Mountain District Office will issue a decision and notice of closure, which will temporarily close a portion of the Carico Valley Allotment burned by the Copper Fire. This closure would continue in effect until conditions outlined above are met. Decisions temporarily closing areas to livestock grazing would be issued as final decisions, in full force and effect pursuant to Title 43, Code of Federal Regulations (CFR) Subparts 4110.3-3(b) and 4160.3(f).

In accordance with BLM policy, this letter serves as the opportunity for the interested public, partners, stakeholders, state, local and tribal governments, to provide comments to the ES&R projects that have been developed by the Battle Mountain ES&R IDT. Please submit any



comments in writing to the above address within 15 days of the date posted on this letter. If you have any questions, please contact Anna O'Brien, District ES&R Lead at (775) 635-4000.

Sincerely,



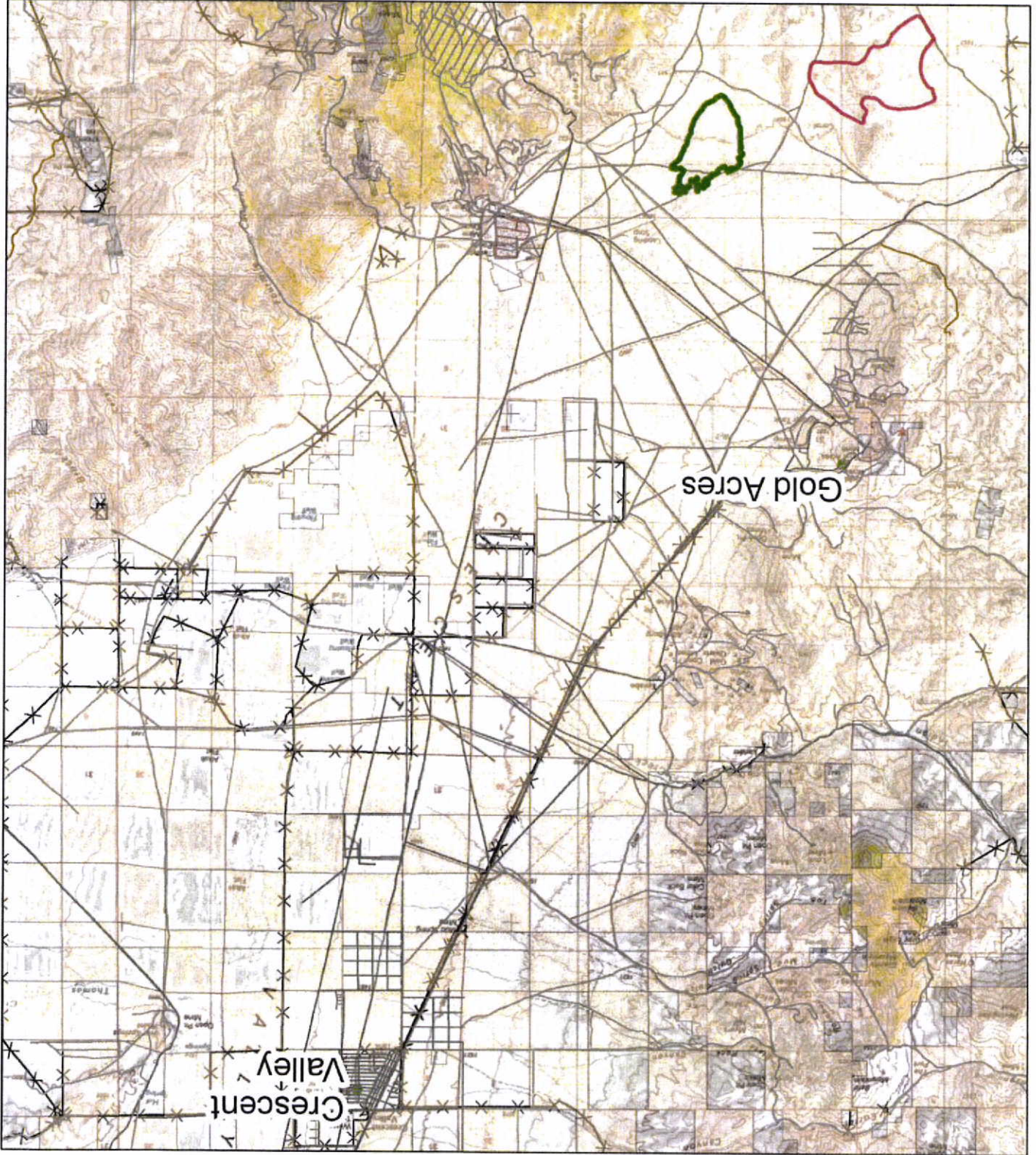
Jon D. Sherve  
Field Manager  
Mount Lewis Field Office

Enclosures

Map: 2018 Francis and Copper Fire: Location  
Map: 2018 Copper Fire Map: Perimeter  
Map: 2018 Copper Fire Map: Proposed Fence Lines and Plantings



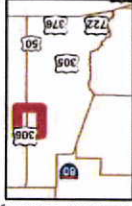
# 2018 Francis and Copper Fire: Location



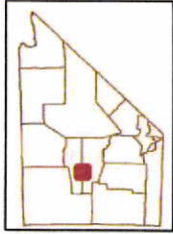
NO WARRANTY IS MADE BY THE BUREAU OF LAND MANAGEMENT AS TO THE ACCURACY, RELIABILITY, OR COMPLETENESS OF THESE DATA FOR INDIVIDUAL USE OR AGGREGATE USE WITH OTHER DATA.

- 2018 Francis Fire
- 2018 Copper Fire
- Local Road
- 4-Wheel Drive Trail
- Unclassified Road
- Cities and Towns
- Admin. by BLM
- Private Land
- Existing Fence

Location within:  
Lander County



Location in Nevada:

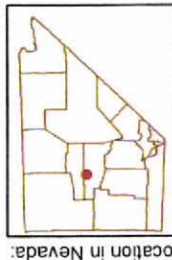
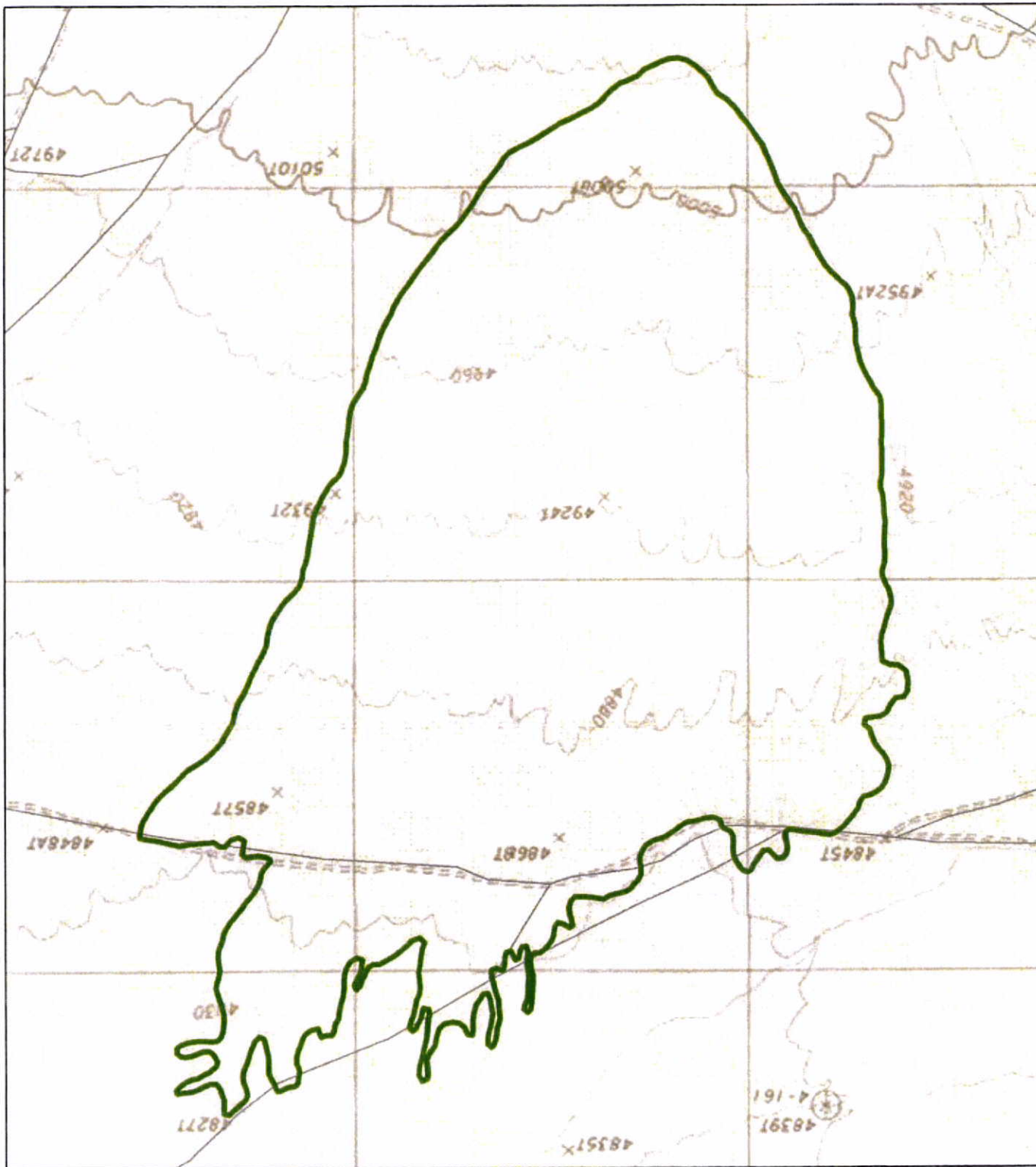


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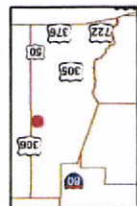
Battle Mountain District Office  
50 Bastian Road  
Battle Mountain, NV 89820  
Date: 8/6/2018



# 2018 Copper Fire: Perimeter



Location in Nevada:



Location within:  
Lander County

Legend

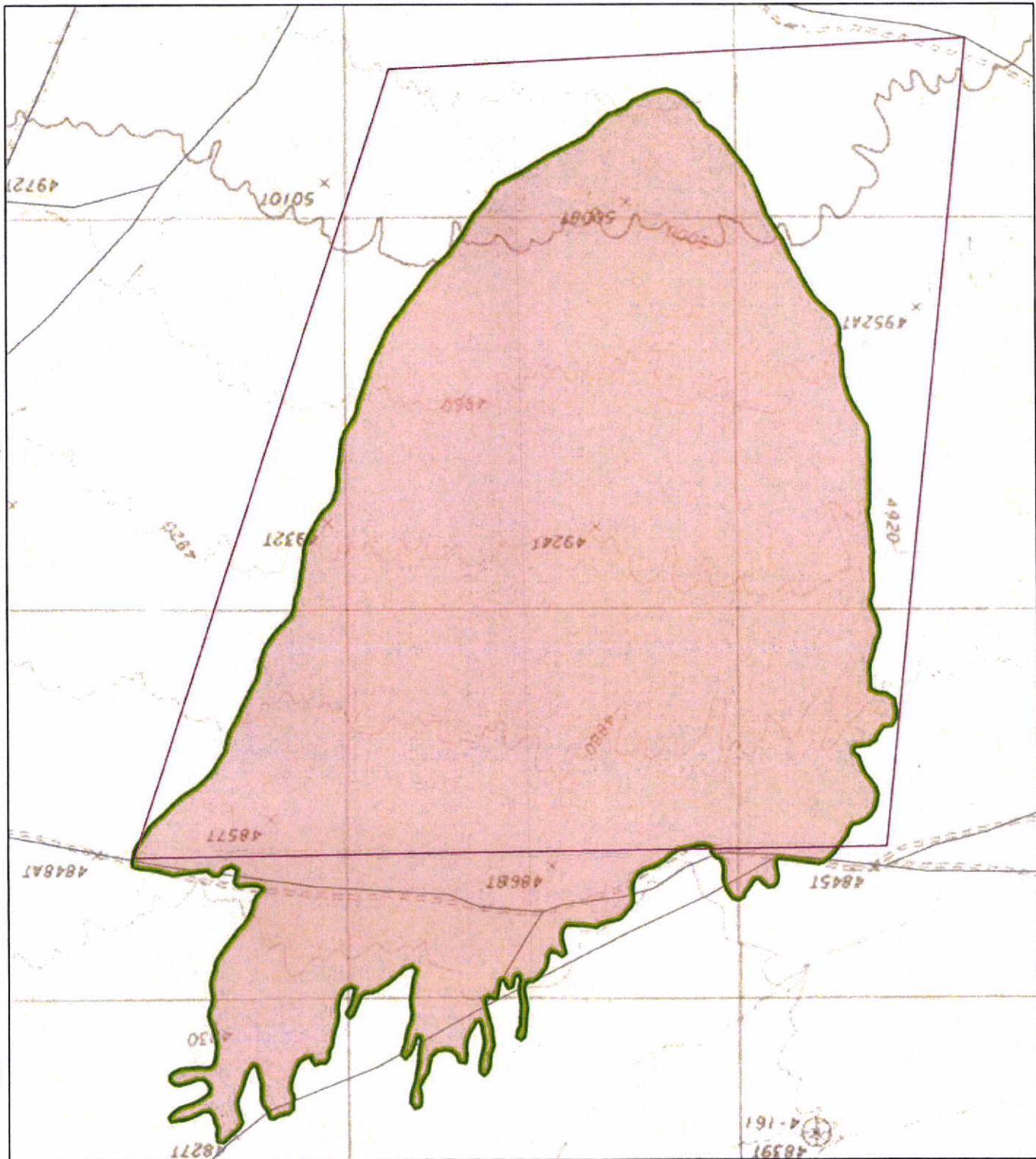
— 2018 Copper Fire  
— Unclassified Road  
Admin. by BLM



0 0.1 0.2 0.4 Miles

Battle Mountain District Office  
50 Bastian Road  
Battle Mountain, NV 89820  
Date: 8/6/2018

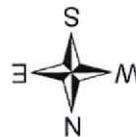
NO WARRANTY IS MADE BY THE BUREAU OF LAND MANAGEMENT AS TO THE ACCURACY, RELIABILITY, OR COMPLETENESS OF THESE DATA FOR INDIVIDUAL USE OR AGGREGATE USE WITH OTHER DATA.



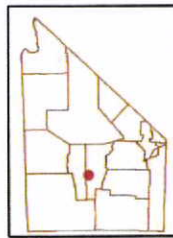
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Battle Mountain District Office  
50 Bastian Road  
Battle Mountain, NV 89820  
Date: 8/6/2018

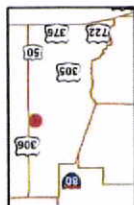
Date: 8/6/2018



A horizontal scale bar with a black background and white markings. The markings are labeled '0', '0.1', '0.2', and '0.4' from left to right. The word 'Miles' is written vertically to the left of the bar.



Location in Nevada:

Location within:  
Lander County

Legend

- Proposed Fence
- Drill Seeding
- 2018 Copper Fire
- Unclassified Road
- Admin. by BLM

ឧបសគ្គ



**KLONDEX**



6110 Plumas Street, Reno, NV 89519  
Telephone +1 775.284.5757 Fax +1 775.284.5756

October 2, 2018

Via Certified Return Receipt (7017 1450 0001 8792 2604)

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

**RE: Notification of Water Pollution Control Permit Renewal Application  
Water Pollution Control Permit NEV2013102  
Klondex Gold & Silver Mining Company - Fire Creek Infiltration Project**

Dear Lander County Board of Commissioners:

Pursuant to the requirements outlined in NAC 445A.394.2(d), Klondex Gold & Silver Mining Company (Klondex) provides the Lander County Commission with this notice of application for continued infiltrating activities at the Fire Creek Infiltration Project (Project). The Project is located on the east flank of the Shoshone Mountains, approximately five miles northwest of the community of Crescent Valley, Nevada. The duration of the Project is expected to be between three and five years.

Should you or any other members of the Lander County Commission have any questions or require additional information, please do not hesitate to contact myself at (775) 385-1590 or Lucy Hill at our Reno office at (775) 391-8157.

Sincerely,

**Klondex Gold & Silver Mining Company**

Heather Tate  
Environmental Coordinator III

cc: File



NEVADA DIVISION OF  
**ENVIRONMENTAL  
PROTECTION**

**STATE OF NEVADA**  
Department of Conservation & Natural Resources  
Brian Sandoval, Governor  
Bradley Crowell, Director  
Greg Lovato, Administrator

**Notice of Proposed Action**

By the  
State of Nevada

The Administrator of the Division of Environmental Protection (the Division) gives notice that an application for renewal of a Water Pollution Control Permit for the McCoy/Cove Mine, for closure of a mining and beneficiation facility, has been properly filed with the Division of Environmental Protection in Carson City. The Applicant for renewal of Water Pollution Control Permit NEV0088009 (Permit) is:

Au-Reka Gold Corporation  
5190 Neil Road Ste 310  
Reno, NV 89502

The facility is located on public and private land in Lander County, within Sections 1, 2, 11, and 12, Township 28 North, Range 42 East (T28N, R42E), Sections 5, 6, 7, and 8, T28N, R43E, Sections 25, 26, 35, and 36, T29N, R42E, and Sections 30 and 31, T29N, R43E, MDB&M, approximately 30 miles southwest of the town of Battle Mountain.

The Project is in permanent closure, pursuant to Nevada Administrative Code (NAC) 445A.446. This facility is required to be closed without any discharge or release of process solutions.

The Administrator is constrained to either issue the renewed Permit or to deny the application. The Administrator has made the tentative decision to issue the renewed Permit.

Persons wishing to comment upon the proposed Permit, to recommend terms and conditions for consideration of incorporation into the Permit, or who request a public hearing pursuant to NAC 445A.403 must submit their written comments, objections, or requests by hand delivery or US Postal Service, or by facsimile or e-mail transmittal, no later than 5:00 PM on the 30<sup>th</sup> day following the date of publication of this notice (submittal end date 9 November 2018) to:

Division of Environmental Protection  
Bureau of Mining Regulation and Reclamation  
901 South Stewart Street, Suite 4001  
Carson City, NV 89701-5249

All comments, objections, or requests received during the public notice period will be considered in the final determination regarding the Permit. If the Division determines written comments or requests indicate a significant degree of public interest in this matter,

the Administrator shall schedule a public hearing in accordance with the requirements of NAC 445A.405.

The draft Permit and all application documents are on file at the Division and are available for public inspection and copying pursuant to Nevada Revised Statute 445A.665. For more information, contact Karl W. McCrea at (775) 687-9407 or visit the Division public notice website at <https://ndep.nv.gov/posts/category/land>.



STATE OF NEVADA

Department of Conservation and Natural Resources

Division of Environmental Protection

Bureau of Mining Regulation and Reclamation

**Water Pollution Control Permit**

Permittee: **Au-Reka Gold Corporation  
McCoy/Cove Mine  
5190 Neil Road  
Reno, NV 89502**

Permit Number: **NEV0088009**  
Review Type/Year/Revision: **Renewal 2018, Revision 00**

Pursuant to Nevada Revised Statutes (NRS) 445A.300 through 445A.730, inclusive, and regulations promulgated thereunder by the State Environmental Commission and implemented by the Division of Environmental Protection (the Division), this Permit authorizes the Permittee to close the **McCoy/Cove Mine**, in accordance with the limitations, requirements, and other conditions set forth in this Permit. The Permittee is not authorized to mine or process ore.

The facility is located in Lander County, within Sections 1, 2, 11, and 12, Township 28N (T28N), Range 42E (R42E); Sections 5, 6, 7, and 8, T28N, R43E; Sections 25, 26, 35, and 36, T29N, R42E; and Sections 30 and 31, T29N, R43E, Mount Diablo Baseline and Meridian, approximately 30 miles southwest of Battle Mountain, Nevada.

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

This Permit is based on the assumption that the information submitted in the application of 19 August 2016, as modified by subsequent approved amendments, is accurate and that the facility has been constructed and is being closed 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 **XX Month 2018** and shall remain in effect until **16 November 2021**, unless modified, suspended, or revoked.

Signed this \_\_\_\_\_ day of **Month 2018**.

\_\_\_\_\_  
Joseph Sawyer, P.E., Chief  
Bureau of Mining Regulation and Reclamation

I. Specific Facility Conditions and Limitations

A. In accordance with operating plans, closure 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. Contain within the fluid management system all process fluids including all meteoric waters which enter the system as a result of the 25-year, 24-hour storm event. Any new process components or material modifications of existing process components shall be designed to contain all process fluids including all meteoric waters which enter the system as a result of the 500-year, 24-hour event; and
3. Not release or discharge any process or non-process contaminants from the fluid management system except as approved by the Division in accordance with this Permit and any associated plans, reports, studies, and designs.

B. Schedule of Compliance:

1. By DD Month YYYY (30 days after Permit effective date), the Permittee shall submit for Division review and approval updated fluid management and monitoring plans, pursuant to Nevada Administrative Code (NAC) 445A.398 and 445A.427, which are revised, as warranted, to reflect the requirements in this Permit and any associated as-built reports.
2. By DD Month YYYY (120 days after Permit effective date), the Permittee shall submit for Division review and approval, a report on an investigation into the decrease in rate of rise of the Cove pit lake (first quarter 2018 to present) and whether the pit lake may have an outflow to groundwater. Unless otherwise approved in writing by the Division, the report must include an Engineering Design Change (EDC) application and fee for the installation of new monitoring wells to investigate further the possibility of groundwater outflow from the pit lake. Once approved, the EDC must be implemented per a Division-approved schedule.
3. By DD Month YYYY (120 days after Permit effective date), the Permittee shall submit for Division review and approval, either an EDC to abandon monitor wells IM-2 and IM-3, or a justification for continued use for future infiltration mound monitoring of dewatering operations related to the Cove-Helen Project (NEV2010102) plus an EDC to incorporate the wells in the Cove-Helen permit.
4. By 31 December 2020 (~2 years after Permit effective date), the Permittee shall permanently close all LP3 process ponds in accordance with Final Plans for Permanent Closure (FPPCs) approved by the Division. Process ponds P3-PP and P3-SEP shall be closed by 31 December 2019 and pond P3-EP shall be closed by 31 December 2020. Within 30 days after the closure of each pond, the Permittee shall submit a Final Closure Report (unless the Division approves a combined Report for multiple ponds) for Division review and approval. Once

approved, closure of the ponds must be implemented per a Division-approved schedule.

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

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

1. Heap leach pads #1, #2, and #3;
2. Solution collection pipes and lined solution collection ditches;
3. Process ponds and their leak detection systems:
  - a. Process Solution Pond (P3-PP) and Event Pond (P3-EP) of Leach Pad #3,
  - b. Sediment Pond (T-SP), Reclaim pond (T-RP), and Event Pond (T-EP) of the Tailings Storage Facility (TSF);
4. Single-lined storm event ponds (SEP) P3-SEP and T-SEP;
5. Transfer pipes, valves, and pumps used in conveyance, control or detection of process fluids between process components, and their leak detection system, including but not limited to:
  - a. LP1/LP2 and LP3 vaults,
  - b. Leach Pad #3 and TSF pipeline observation ports; and
6. TSF with a maximum allowable embankment elevation of 4,875 feet AMSL.

#### D. Monitoring Requirements

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
<p>1. <u>Groundwater Monitoring Wells</u></p> <p>TM-3 TM-4 TM-5 LP-2D LP-5B;  MW-17-1</p>	<p>Profile I<sup>(1)</sup>, water and collar elevation (feet AMSL);</p> <p>Profile I<sup>(1)</sup>, water and collar elevation (feet AMSL)</p>	<p>Semi-annual (2<sup>nd</sup> &amp; 4<sup>th</sup> Quarter);</p> <p>Quarterly</p>



<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
2. <u>Pipeline Leak Detection</u> LP1-2 Vault LP1-2 Observation Port (OP) LP# Vault TSF OP	Average daily accumulation (gpd)	Quarterly <sup>(2)</sup>
3. <u>Pond Leak Detection [sump capacity]</u> T-SP [450 gal] T-RP [450 gal] T-EP [650 gal]	Average daily accumulation (gpd)	Quarterly <sup>(2)</sup>
4. <u>Single-Lined Ponds</u> T-SEP P3-SEP	Periods of use; total volume, evacuation date and final solution destination.	Quarterly
5. <u>Heap Leach Pad Draindown at Vaults</u> Leach Pad 1 (LP#1) Leach Pad 2 (LP#2) Leach Pad 3 (LP#3)	Profile I <sup>(1)</sup> ;  Draindown flow (gpm)	Semi-annually (2 <sup>nd</sup> and 4 <sup>th</sup> quarters);  Quarterly
6. <u>Tailings Reclaim Water</u> TR	Profile I <sup>(1)</sup> ; Flow (gpm)	Annual; Quarterly
7. <u>Tailings Supernatant Fluid</u> TW	Profile I <sup>(1)</sup> ; Distance from water surface to dam crest at NE corner (ft)	Annual; Semi-annually (2 <sup>nd</sup> and 4 <sup>th</sup> quarters)

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
8. <u>Open Pit and Pit Lake</u>		
<u>McCoy Pit</u>		
General Monitoring;	Presence of Water <sup>(3)</sup> ;	Quarterly;
Pit Lake Monitoring <sup>(3)</sup> ;	Profile III <sup>(8)</sup> , field <sup>(5)</sup> specific conductance ( $\mu$ S/cm) and pH (SU), photograph, lake surface elevation (ft AMSL), maximum lake depth (ft), lake area (acres);	Quarterly, when water is present;
<u>Cove Pit Lake</u>		
Lake surface monitoring;	Profile III <sup>(6)(8)</sup> ; lake surface elevation (ft AMSL);	Quarterly;
Water Column Monitoring <sup>(4)</sup> ;	Continuous field <sup>(5)</sup> temperature ( $^{\circ}$ F), specific conductance ( $\mu$ S/cm), and pH (SU) with depth (ft);	Monthly;
Depth Samples <sup>(7)</sup> North	Profile I <sup>(1)</sup> at 175, 350, and 550-ft depth below surface.	Quarterly
9. <u>Waste Rock Stockpiles</u>		
#51	Physical stability,	Annual (Spring);
#53	presence of water <sup>(10)</sup> ;	
#54		
#55		
#56		
#60		
#61		
#62		
#63;		
Each seep that is flowing	Flowrate (gpm), Profile I <sup>(1)</sup> , photograph, field <sup>(5)</sup> pH (SU), field specific conductance ( $\mu$ S/cm)	Annual (Spring)

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 formal modifications to the Permit and require payment of modification fees..

**Abbreviations and Definitions:**

AMSL = above mean sea level;  $\text{CaCO}_3$  = calcium carbonate; epilimnion = the uppermost layer in a stratified lake; ft = feet; gal = gallons; gpd = gallons per day; gpm = gallons per minute; hypolimnion = a lower layer in a thermally stratified lake below the metalimnion; metalimnion = a middle layer in a thermally stratified lake characterized by a temperature decrease with depth; mg/L = milligrams per liter; monimolimnion = the lower layer in a chemically stratified lake that does not mix with other layers; N = nitrogen; NAC = Nevada Administrative Code; NDEP = Nevada Division of Environmental Protection; NE = northeast; PCS = Petroleum-Contaminated Soil; pH = the negative of the base 10 logarithm of the activity of the hydrogen ion; Stratified = a pit lake that has distinct chemical and/or temperature layers; SU = standard units for pH measurement; TDS = total dissolved solids; WAD = weak acid dissociable; < = less than; °F = degrees Fahrenheit;  $\mu\text{S}/\text{cm}$  = microSiemens per centimeter

**Footnotes:**

(1) Profile I:

Alkalinity (as $\text{CaCO}_3$ )	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 ( $\pm 0.1$ SU) <sup>(9)</sup>	WAD Cyanide
Barium	Iron	Potassium	Zinc
Beryllium	Lead	Selenium	-

(2) The sumps must be inspected and evacuated on a more frequent basis than quarterly if the fluid level is above the top of the sump or the invert of any pipe which discharges into the sump, whichever level is lower, or if the potential exists to exceed the sump capacity. The sumps must also be inspected during, if possible, and after major storm events in accordance with Part I.I, and at any other time when an increase in leakage flow may occur (e.g., during spring melt, etc.). Records are required documenting volume, date, and time of extraction to show that sumps are maintained in this condition.



- (3) For presence of water, state whether the McCoy Pit surface is dry, damp, or wet (ponded or flowing water). If sufficient water is present for sampling, the Permittee shall perform the required pit lake monitoring.
- (4) A continuous temperature-conductivity-pH profile shall be completed monthly at the north pit lake location. (Deepest point)
- (5) Field measurements (e.g., temperature, specific conductance, pH, etc.) shall be made at the Project site concurrent with the monitoring activity using a calibrated instrument, and do not require analysis by a laboratory certified or approved by the State of Nevada as otherwise specified in Part II.E.5. Field measurements must be accompanied by appropriate calibration information.
- (6) The surface sample must be collected less than 10 feet below the surface of the pit lake.
- (7) Depth sampling shall be performed at the north pit lake location and depths. Note that the sample from the surface layer [epilimnion] must be analyzed for Profile III<sup>(8)</sup> constituents per the lake surface monitoring requirements whereas the depth samples from all other layers are analyzed for Profile I<sup>(4)</sup> constituents minus WAD Cyanide.
- (8) Profile III:

Alkalinity (as CaCO <sub>3</sub> )	Calcium	Mercury	Strontium
Bicarbonate	Chloride	Molybdenum	Sulfate
Total	Chromium	Nickel	Thallium
Aluminum	Copper	Nitrate + Nitrite (as N)	Tin
Antimony	Fluoride	Nitrogen, Total (as N)	Total Dissolved Solids
Arsenic	Iron	pH ( $\pm 0.1$ SU) <sup>(9)</sup>	Total Suspended Solids
Barium	Lead	Phosphorus	Uranium
Beryllium	Lithium	Potassium	Vanadium
Boron	Magnesium	Selenium	Zinc
Cadmium	Manganese	Sodium	-

- (9) All sample analyses resulting in a pH value less than or equal to 5.0 SU shall also be analyzed for acidity (mg/L, as CaCO<sub>3</sub> equivalent).
- (10) Provide a visual evaluation of each waste rock storage facility for physical stability (e.g., stable, unstable, or slope failure), presence of water and seepage. If visibly unstable, or slope failure, describe. For presence of water, identify whether the surface and toes of the waste rock storage facility are dry, damp, or wet (ponded or flowing water). If seepage is emanating from any portion of a waste rock storage facility, the Permittee shall perform the required monitoring for seeps.

E. Quarterly and annual monitoring reports and release reporting shall be in accordance with Part II.B.

F. All sampling and analytical accuracy shall be in accordance with Part II.E.

G. Permit Limitations

1. The daily accumulation or flow exceeding 150 gallons per day averaged over the quarter in the leak detection sump/port/pipe identified in Parts I.D.2 and I.D.3.
2. The daily accumulation or flow exceeding 50 gallons per day averaged over the year in the leak detection sump/port/pipe identified in Parts I.D.2 and I.D.3.
3. Failure to meet a Schedule of Compliance date or requirement.
4. The storage of process solution in a single-lined pond for more than twenty consecutive days for any single event as identified in Part I.D.4.
5. Except as otherwise allowed by this Permit, a minimum 2-foot freeboard shall be maintained in all ponds.
6. Spent heap leach material may not be removed from the heap leach pads, except with prior written authorization from the Division.
7. The tailings impoundment embankment crest elevation shall not exceed 4,875 feet AMSL.
8. The tailings impoundment supernatant pool shall be managed as necessary to maintain a minimum 2-foot freeboard. In beach areas, a dam crest elevation shall be maintained 2 feet higher than the adjacent maximum tailings elevation.
9. Supernatant pond depth within the tailings impoundment resulting in degradation of waters of the State.
10. Tailings material may not be removed from the tailings impoundment, except with prior written authorization from the Division.
11. The facility shall not degrade waters of the State to the extent that applicable water quality standards or reference values, and background concentrations, are exceeded.

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

H. The facility shall maintain automated or manual calibrated rain and snow gauge(s), which shall be monitored at least daily to record precipitation (inches of water, including snow water equivalent). A written and/or electronic record of precipitation data, and any other weather data required in Part I.D, shall be maintained at the office of record of the Permittee and shall be submitted to the Division upon request, with each Permit renewal application, and pursuant to Parts II.B.1 and II.B.2, as applicable, in a Division-approved electronic format.



- I. The Permittee shall inspect all control devices, systems, and facilities weekly 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;
  3. The presence of liquids in leak detection systems; and
  4. Severe erosion or other signs of deterioration in dikes, diversions, closure covers, or other containment devices.

If detected, the Permittee shall report the above conditions in accordance with Part II.B.4, except such a report is not required for the presence of liquids in leak detection systems unless a leak detection limitation in Part I.G is exceeded.

- J. Prior to initiating permanent closure activities at the facility, or at any process component or other source within the facility, the Permittee must have an approved final plan for permanent closure.
- K. The Permittee shall remit an annual review and services fee in accordance with NAC 445A.232 starting July 1 after the effective date of this Permit and every year thereafter until the Permit is terminated or the facility has received final closure certification from the Division.
- L. The Permittee shall not dispose of or treat Petroleum-Contaminated Soil (PCS) on the mine site without first obtaining from the Division approval of a PCS Management Plan.
- M. When performing dust suppression activities, the Permittee shall use best management practices and appropriate selection of water source and additives to prevent degradation of waters of the State. If a dust suppressant exceeds a water quality standard and the corresponding natural background water concentration in the area where dust suppression will occur, the Permittee shall demonstrate no potential to degrade waters of the State.
- N. Continuing Investigations:

The Permittee shall submit to the Division for review and approval an updated groundwater flow model and pit-lake study with each Permit renewal and with any application to modify the Permit that could affect the pit lake predictive model. The submittal shall also include an ecological risk assessment if the predictive pit lake model indicates the potential for exceedance of a Division Profile III reference value, unless the constituent concentration for each predicted Profile III exceedance is no greater than the concentration evaluated in a previous Division-approved ecological risk assessment for the Project. These studies and assessments shall address, at a minimum, the requirements of NAC 445A.429, and shall include all available data, alternative pit lake or backfill scenarios, and mitigations to reduce ecological risk and the potential to degrade groundwater, as applicable. Approval may require



modification of the Permit and payment of modification fee. The groundwater model shall address the decrease in the pit lake recovery rate noted beginning in the first quarter of 2018, and whether the pit lake may have an outflow to groundwater, in accordance with Part I.B.2.

## 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 28<sup>th</sup> day of the month following the quarter and must contain the following:
  - a. Monitoring results from the leak detection sumps or piezometers identified in Parts I.D.2 and I.D.3, reported on Nevada Division of Environmental Protection (NDEP) Form 0590 or equivalent;
  - b. Analytical results of the solution collected from monitoring locations identified in Parts I.D.1 and I.D.5, reported on NDEP Form 0190 or equivalent;
  - c. Water and collar elevations for site monitoring wells identified in Part I.D.1;
  - d. Analytical results for the pit lakes identified in Part I.D.8, reported on NDEP Form 0290 and NDEP Form 0190 or equivalent, as applicable;
  - e. Other monitoring results for the pit and pit lakes identified in Part I.D.8, including continuous conductivity-temperature-depth profile results submitted electronically in Microsoft Excel or CSV format;

- f. Other monitoring results for the ponds, vaults, TSF, and waste rock stockpiles identified in Parts I.D.4, I.D.5, I.D.6, I.D.7, and I.D.9; and
- g. A record of releases, and the remedial actions taken in accordance with the approved Emergency Response Plan on NDEP Form 0490 or equivalent.

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

- 2. The Permittee shall submit an annual report, in both hard copy and a Division-approved electronic format, by February 28<sup>th</sup> of each year, for the preceding calendar year, which contains the following:
  - a. Analytical results of water quality samples collected from groundwater monitoring wells, TSF, and waste rock stockpiles, as applicable, reported on NDEP Form 0190 or equivalent identified in Parts I.D.6, I.D.7, and I.D.9;
  - b. Other monitoring results for the waste rock stockpiles identified in Part I.D.9;
  - c. A synopsis of spills and releases on NDEP Form 0390 or equivalent;
  - d. A brief summary of closure activities, including any problems with the fluid management system;
  - e. A table of total monthly precipitation amounts and other weather data, as applicable, recorded in accordance with Part I.H, reported for the history since initial Permit issuance;
  - f. An updated version of the facility monitoring and sampling procedures and protocols;
  - g. An updated evaluation of the closure plans using specific characterization data for each process component with respect to achieving stabilization; and
  - h. Graphs of leak detection flow rates, groundwater elevations, pH, TDS, sulfate, chloride, nitrate + nitrite (as N), WAD cyanide, fluoride, arsenic, iron, and manganese concentration (as applicable), versus time for all fluid sampling points. These graphs shall display the history beginning when active component closure began. 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 ten (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 and post-closure monitoring are complete. Therefore, unless permanent closure and post-closure monitoring have 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 and renewals, 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 office of record of the Permittee at all times.
7. The Permittee is required to retain during closure, and post-closure monitoring, all records of monitoring activities and analytical results, including all original strip chart or data logger recordings for continuous monitoring instrumentation, and all calibration and maintenance records. This period of retention must be extended during the course of any unresolved litigation.
8. The provisions of this Permit are severable. If any provision of this Permit, or the application of any provision of this Permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Permit, shall not thereby be affected.
9. The Permittee is authorized to manage fluids and solid wastes in accordance with the conditions of this Permit. Issuance of this Permit does not convey property rights of any sort or any exclusive privilege; nor does it authorize any injury to persons or property, any invasion of other private rights, or any infringement of Federal, State, or local law or regulations. Compliance with the terms of this Permit does not constitute a defense to any order issued or any action brought under the Water Pollution Control Statutes for releases or discharges from facilities or units not regulated by this Permit. NRS 445A.675 provides that any person who violates a Permit condition is subject to administrative or judicial action provided in NRS 445A.690 through 445A.705.

D. Division Authority

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

1. Enter the premises of the Permittee where a regulated activity is conducted or where records are kept per the conditions of this Permit;



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

E. Sampling and Analysis Requirements

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

F. Permit Modification Requirements

1. Any material modification, as defined at NAC 445A.365, plan to construct a new process component, or proposed change to Permit requirements must be



reported to the Division by submittal of an application for a Permit modification, or if such changes are in conformance with the existing Permit, by submittal of a written notice of the changes. The Permit modification application must comply with NAC 445A.391 through 445A.399, 445A.410, 445A.412, 445A.414, 445A.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 process solution into a new process component or into an existing process component that has been materially modified, or of the intent to commence active operation of that process component. Before introducing process solution or commencing active operation, the Permittee shall obtain written authorization from the Division.
4. The Permittee must obtain a written determination from the Administrator of any planned process component construction or material modification, or any proposed change to Permit requirements, as to whether it is considered a Permit modification, and if so, what type.
5. The Permittee must give advance notice to the Administrator of any planned changes or activities which are not material modifications in the permitted facility that may result in noncompliance with Permit requirements.

Prepared by: Karl W. McCrea  
Date: 1 October 2018  
Revision 00: 2018 Closure Renewal; Permit effective XX Month 2018.

## FACT SHEET

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

Permittee Name: **Au-Reka Gold Corporation**

Project Name: **McCoy/Cove Mine**

Permit Number: **NEV0088009**

Permit Type/Year/Revision: **Renewal 2018, Fact Sheet Revision 00**

### A. Location and General Description

**Location:** The McCoy/Cove Mine is located in Lander County, within Sections 1, 2, 11, and 12, Township 28N (T28N), Range 42E (R42E); Sections 5, 6, 7, and 8, T28N, R43E; Sections 25, 26, 35, and 36, T29N, R42E; and Sections 30 and 31, T29N, R43E, Mount Diablo Baseline and Meridian, approximately 30 miles southwest of Battle Mountain, Nevada.

**General Description:** The site is in permanent closure. Remaining facilities include one Tailings Storage Facility (TSF), three Heap Leach Pads (LP#1, LP#2, and LP#3), two open pits, one of which, the Cove Pit, contains a pit lake. The majority of the TSF has been closed and reclaimed, however, process solution ponds T-SP, T-RP, and T-EP and storm event pond T-SEP, still remain. All heap leach pads have been closed and reclaimed, i.e. recontoured, placement of a growth media/soil cover, and revegetated. The remaining associated leach pad solution ponds (P3-PP and P3-EP) no longer receive heap leach pad draindown and will be permanently closed in the near future. Storm event pond P2-SEP has been permanently closed and P3-SEP will also be permanently closed. Nine waste rock dumps were constructed; all have been reclaimed. Two non-process related buildings remain.

To reach the site by automobile, travel on Interstate Highway 80 to the Battle Mountain exit #229. Travel south from Battle Mountain for approximately 30 miles on Nevada State Route (SR) 305. Turn right (west) on the McCoy/Cove Mine Road and continue approximately 8 miles to the Project site.

The Project is located entirely on public lands, administered by the U.S. Bureau of Land Management (BLM), Battle Mountain Field Office, with the exception of seven patented claims in the Cove Pit and two patented claims in the McCoy Pit. The Project previously comprised 4,601 acres of surface disturbance and as of August 2018, approximately 120 acres remain to be reclaimed.

### B. Synopsis

Tenneco Minerals Company began site development in November 1985. In early 1986, the Merrill-Crowe Process Plant, LP#1 and associated ponds were constructed. In late 1986, Echo Bay Minerals Company (EBMC) purchased Tenneco Minerals Company. EBMC constructed the Carbon Adsorption Desorption and Recovery (ADR) Plant in 1987; LP#2 was constructed and operated from 1988 through 1994, and LP#3 from 1992 through 1995. Construction began in March 1988 on a 7,500 ton-per-day mill facility that began operation in July 1989. In addition to open-pit mining, extraction of high-grade ores from underground operations was initially undertaken in 1988, and continued intermittently until July 2001.



Water Pollution Control Permit (Permit) NEV0088009 was first issued to EBMC in 1989 and was last renewed as an active facility Permit in 2001. In May 2003, this Permit was transferred from EBMC to Newmont Mining Corporation (NMC). The Permit was renewed to NMC as a closure Permit on May 16, 2015 and was transferred to Au-Reka Gold Corporation (Permittee) in May 2015. The 2018 renewal will remain in effect until 16 November 2021.

**Site Closure Plan:**

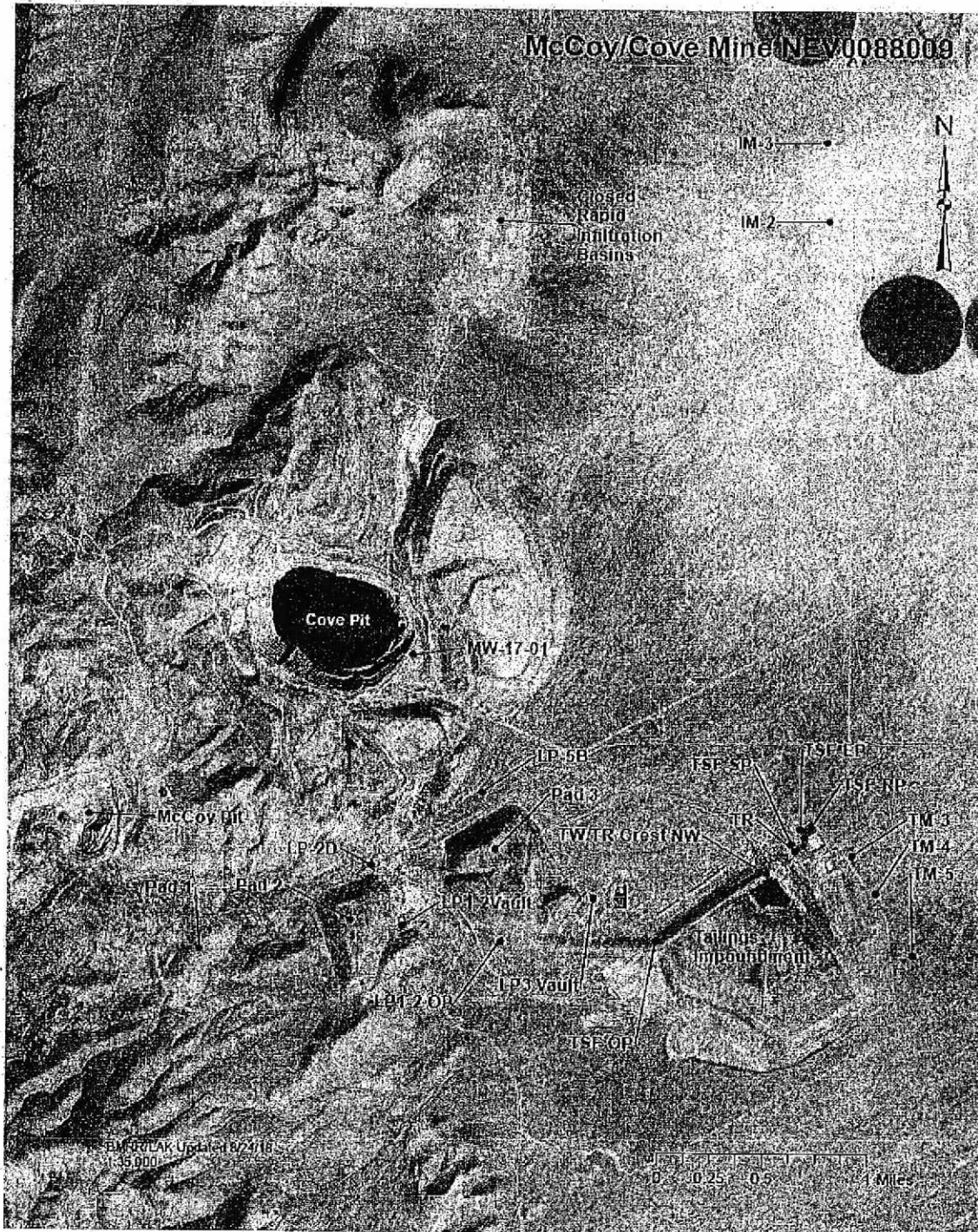
The Final Plan for Permanent Closure (FPPC) was submitted to the Nevada Division of Environmental Protection (the Division) in November 2003 and approved with comments in March 2004. A Comprehensive Final Permanent Closure Plan, which included responses and modifications as required in the approval of March 2004, was received in March 2005.

Pursuant to Schedule of Compliance (SOC) Item 2 of the 2015 Permit renewal and a Division-approved extension for submittal, an updated FPPC was submitted on 19 August 2016. The FPPC is currently under review by the Division.

Figure 1 below provides a site map indicating all monitoring locations specific to the McCoy/Cove Mine Project.



Figure 1 – McCoy-Cove Mine Project Permit monitoring locations and site map.





### **Geology:**

McCoy rock types, which include clastic, intrusive, marble, and skarn, have predominantly high net neutralizing potentials (NNP), and were processed on LP #1.

Material from the Cove Pit, consisting of low-grade oxide ore (altered and unaltered limestone), was processed on LP #2 and LP #3. The McCoy and Cove underground ore, the Cove high-grade oxide ore, all of the Cove Panther Canyon ore, and some Cove carbonaceous limestone ore were processed through the Mill facility.

### **Open Pits and Pit Lake:**

Two open pits, the McCoy Pit and the Cove Pit, were developed. Mining within the McCoy Pit ceased in April 2000 and remains dry. Open pit mining of the Cove Pit was completed in October 2000.

Groundwater inflow to the Cove Pit emanates from two local aquifers, an alluvial aquifer and a deep bedrock aquifer, which has created the Cove Pit Lake. A pit lake study was first performed in 1997, and was updated in 2002 and again in 2016. A summary update to the pit lake study and a screening-level ecological risk assessment (SLERA) were provided in late 2014 as part of the ongoing Permit renewal application. The Permittee conducted quarterly sampling of the pit lake from 2001 to 2006 and semi-annually from 2006 to mid-2017 for the Division Profile I list of parameters. The Division requested the Permittee to begin sampling all locations on a quarterly basis beginning in the second quarter of 2017.

The 2016 Pit Lake Update, which was required per SOC Item 1 of the 2015 Permit renewal, is an update to the 2002 Cove Pit Lake study and includes an updated pit lake groundwater model, a water quality study, and a screening level ecological risk assessment (SLERA) incorporating the Division Profile III parameter list and reference values; the Profile III list did not exist in 2002. In the third quarter of 2014, the Division implemented the Profile III analytical requirements for pit lakes and the Permittee has used them for pit lake sampling since that time. The 2016 model incorporates the empirical data, and in general, the geochemical model reasonably represents the observed concentrations of parameters monitored throughout the initial approximately 15-year period of pit lake infilling from 2001 through 2015. Based on the predictive model for infilling and geochemical evolution of the Cove Pit Lake, the lake is expected to have acceptable water quality, with a maximum total dissolved solids (TDS) concentration of approximately 2,540 milligrams per liter (mg/L) and a pH of approximately 7.9 standard units (SU). In general, concentrations of dissolved solutes in the pit lake are predicted to be low relative to the Profile III reference values, with only fluoride and thallium predicted to exceed the Division Profile III reference values at any point in the simulation period.

Fluoride concentrations ranged from approximately 3 to 4 mg/L throughout the course of the simulation (similar to the current concentrations observed in the pit lake water-quality monitoring), compared to the Division Profile III reference value of 2 mg/L. Concentrations of thallium are predicted to be approximately 0.1 mg/L, compared to the Division Profile III reference value of 0.032 mg/L. However, the model over-predicts thallium concentrations and the predicted concentrations are an artifact of the model. Based

on approximately 17 years of pit-lake monitoring results, thallium concentrations are near or below laboratory detection limits and are not anticipated to exceed the Division Profile III reference value. All other constituents are predicted to remain below their respective Division Profile III reference values.

Based on modeling, the predicted pit lake water chemical composition, estimated 100 years after the cessation of dewatering, will not adversely affect the health of human, terrestrial or avian life (NAC 445A.429) nor would pit lake water groundwater surrounding the lake.

Results of the Profile III sampling confirm that fluoride slightly exceeds the Profile III reference value of 2 mg/L, which relates to livestock standards per NAC 445A.1236. To address this concern, the Cove Pit Lake has been adequately surrounded with berms and gates to prevent livestock access. In addition, the entire McCoy/Cove Mine has a system of fencing to preclude access, resulting in elimination of livestock access.



Table 1 below provides a comparison of predictive water quality modeling (Itasca 2016) and empirical data based on the averages of 15 sampling events (June 2014 through March 2018) from the pit lake surface monitoring location. With the exception of pH, Table 1 includes only those parameters that may be considered elevated or of interest with respect to Profile III reference values (RV). Please note that an exceedance of a Profile III RV does not represent a violation of a water quality standard, but provides cause for further evaluation of risk and possible future actions.

Table 1 – Cove Pit Lake Water Chemistry, Actual and Predicted

		Actual Concentration, Average and (Range) 2014 – 2018 (mg/L)	Predicted Concentration from 2016 Update Model (mg/L)
Parameter	Division Profile III RV (mg/L)	At Pit Lake Surface	In 100 Years
Alkalinity, HCO <sub>3</sub>	---	209 (190 – 260)	239
Antimony	0.29	0.005 (0.004 – 0.006)	0.068
Arsenic	0.20	0.021 (0.016 – 0.027)	0.006
Fluoride	2.0	2.7 (1.0 – 3.4)	3.9
pH (Standard Units)	6.5 – 8.5	8.0 (7.7 – 8.3)	7.7
Sulfate	---	767 (600 – 870)	1,018
TDS	7,000	1,425 (1,300 – 1,550)	1,903

Table 2 below provides empirical data based on the averages of 37 sampling events (March 2003 through March 2018), from three sampling locations (north, middle, and south) at three discrete depths (175 feet [ft] and 350 ft below surface) and from seven sampling events (November 2016 through March 2018) for the 525+ ft depth and includes only those parameters, with the exception of pH, that may be considered elevated or of interest with respect to Profile I reference values. Please note that an exceedance of a Profile I RV in a pit lake would not represent a violation of water quality standards unless the pit lake included an outflow to groundwater and the pre-mining groundwater concentration was lower than the pit lake concentration.

Table 2 – Cove Pit Lake Water Chemistry, Division Profile I

		Average Concentration (Range) of North, Middle, and South sample locations at various depths below lake surface, 2003 – 2018 (mg/L)		
Parameter	Division Profile I Reference Value (mg/L)	175 ft below surface	350 ft below surface	525+ ft below surface
Alkalinity, HCO <sub>3</sub>	---	233 (210 – 260)	230 (210 – 257)	212 (210 – 240)
Antimony	0.006	0.006 (0.003 – 0.008)	0.005 (0.002 – 0.024)	0.003 (0.002 – 0.004)
Arsenic	0.010	0.028 (0.012 – 0.047)	0.041 (0.005 – 0.35)	0.24 (0.17 – 0.34)
Fluoride	2.0	2.3 (1.3 – 4.5)	2.1 (1.1 – 3.2)	2.2 (1.8 – 2.5)
Iron	0.6	0.134 (0.06 – 0.19)	0.495 (0.02 – 2.1)	1.7 (1.2 – 2.6)
Manganese	0.10	0.22 (0.006 – 3.3)	0.457 (0.011 – 3.47)	1.53 (1.1 – 2.1)
pH (Standard Units)	6.5 – 8.5	7.8 (6.8 – 8.2)	7.7 (6.8 – 8.3)	7.5 (7.4 – 7.7)
Sulfate	500	1,004 (750 – 1,280)	1,118 (929 – 1,360)	1,080 (950 – 1,200)
TDS	1,000	1,765 (1,300 – 2,280)	1,908 (1,400 – 2,170)	1,819 (1,600 – 2,000)
Zinc	5.0	0.58 (0.01 – 2.9)	0.76 (0.085 – 3.1)	0.35 (0.24 – 0.49)



As of June 2018, the lake depth is greater than 620 feet, representing a 92 percent (%) recovery in elevation. To verify water quality throughout the depth of the pit lake, the Permittee must conduct a continuous temperature-conductivity-pH profile in the north end of the lake, on a monthly basis, and sample at the three specified depths on a quarterly basis. The Permittee began quarterly sampling at the deeper elevations following an informal request by the Division in mid-2017; the 2018 Permit renewal formalizes that quarterly sampling requirement.

Review of the data suggests that the chemistry of the water column is fairly stable horizontally across the three depths. However, arsenic, iron, and manganese appear to be increasing vertically with depth. Therefore, with the addition of the monthly continuous temperature-conductivity-pH profile, the Division made the determination to reduce the pit lake monitoring requirements from the previous three locations of north, middle, and south to only the deepest location, i.e., north lake sample location. Depth samples will continue to be collected at 175 feet, 350 feet, and approximately 550 feet below lake surface at the north location only. Following review of the continuous water column sampling data, if appropriate, sample depths may be modified in the future.

The 2016 groundwater model predicts that 99% of the pit lake elevation recovery will occur by 2034, with recovery to within 1-foot of the final elevation occurring by 2051. The model further predicts that the ultimate Cove Pit Lake depth will approach a steady-state water level at a depth of approximately 685 feet (4,653 feet above mean sea level [AMSL]), and cover an area of approximately 163 acres, by the year 2101 (100 years after Cove mining ceased). This steady-state water level will be approximately 30 feet lower than the pre-mining groundwater level as a result of surface evaporation. The model predicts that there will be no outflow to the surrounding geologic materials under probable future conditions, suggesting the pit lake will operate as a terminal sink. However, because of the Profile I RV exceedances noted in Table 2 and a decrease in the rate of pit lake rise described below, an SOC Item was added to the 2018 Permit renewal requiring additional monitoring wells to confirm that lake is a terminal sink.

Hydrologic modeling predicts that by year 2051 (50 years after Cove mining ceased), the 3-foot drawdown isopleths from the Cove Pit Lake and the proposed Greater Phoenix Project, located approximately 12 miles north, will slightly overlap. By 2101 (100 years after Cove mining ceased), the drawdown isopleths at the two projects are no longer predicted to overlap as groundwater rebound continues, assuming no irrigation well at Greater Phoenix.

During a May 2018 site inspection, the Division noted that the rate of water level recovery in the pit lake decreased significantly from approximately 8 inches per quarter to approximately 1½ inches per quarter, beginning in the first quarter of 2018. The decrease appears to coincide with the water level reaching the 4,615-foot AMSL level of the 4,631-foot AMSL bench located on the eastern side of the pit; it was also noted that a fault or dike appears to be present near this bench level. Since the 2016 updated pit lake model does not account for the presence of faulting within the pit shell that could potentially impact lake level and/or outflow, the Division included an SOC item in the 2018 Permit renewal for investigation of the current conditions. Additionally, per Item I.N of the



renewed Permit, both the groundwater model and pit lake study must be updated with each Permit renewal.

Should pit lake access become impossible due to unstable surrounding materials, the Permittee must provide an alternative empirical method, e.g., construction of new access road, remote unmanned aerial vehicle (UAV) sampling, etc., to demonstrate that the health of human, terrestrial, or avian life will not be adversely affected nor would pit lake water degrade the surrounding groundwater.

Monitoring of the McCoy Pit shall consist of observing whether the pit surface is dry, damp, or wet (visible flow or ponding). If sufficient water is present, a representative sample and analysis for Division Profile III parameters is required. A field pH and field specific conductance (SC), together with photos and dimensions of the ponded area(s), shall also be taken. The operator would investigate the source(s) of any persistent ponded water. The pit will also be inspected for stability, safety, and access restrictions.

#### **Dewatering Operations:**

Groundwater was encountered in the Cove Pit in 1991, and, to ensure stable pit walls and a dry pit floor for safe mining conditions, water had to be removed. A total of 23 dewatering wells and two in-pit pumping stations were developed in and around the open pit. The pumping rate peaked at 19,000 gallons per minute (gpm) in 1994 and 1995. During the last full year of dewatering, 2000, approximately 13,400 gpm was pumped on a full-time basis. Except for a small quantity of water used in processing and dust suppression for mining activities, the water was conveyed to a series of rapid infiltration basins (RIBs) located a few miles north and downgradient of the site and infiltrated into the alluvial aquifer. During dewatering activities from mining of the Cove Pit, the static water level was lowered an estimated 175 feet below the ultimate pit floor elevation (approximately 3,997 AMSL).

Dewatering of the Cove Pit concluded on 23 July 2001. Since that date, all dewatering wells were abandoned per Nevada Division of Water Resources requirements and the RIB area was reclaimed. These RIBs were permitted separately under Water Pollution Control Permit (WPCP) NEV0089013, which was terminated in June 2002.

#### **Waste Rock Stockpiles:**

The nine McCoy/Cove Mine waste rock stockpiles (WRS) encompass an area of approximately 1,830 acres. Waste rock from the McCoy Pit had a predominately highly positive NNP value and was deposited in the three waste rock stockpiles located near the McCoy Pit (#61, #62, and #63).

The waste rock from the Cove Pit, having a positive NNP was placed in the six WRS located near that pit (#51, #53, #54, #55, #56, and #60). All Panther Canyon waste rock with the potential to generate acid was encapsulated in the #56 WRS, which overlies approximately 135 feet of high NNP material. Approximately 20,200,000 tons of Panther Canyon oxide and sulfide waste rock were isolated within the #56 WRS. This material represents less than 8% of the total stockpile that has a total net neutralizing ratio greater than 18:1. With the exception of the 130 acres of the #51 Cove WRS, all of the WRSs

have been released from reclamation obligations. Table 3 provides a summary of the acreage and volume of the individual WRSs.

Table 3 – Waste Rock Stockpiles

Stockpile ID	Location	Acreage	Volume, tons
#51	Southeast of Cove Pit	130	31,500,000
#53	North of Cove Pit	263	57,600,000
#54	Northwest of Cove Pit	80	4,800,000
#55	Southwest of Cove Pit	206	51,800,000
#56	East of Cove Pit	578	260,600,000
#60	North of Stockpile #53	90	3,800,000
#61	Northwest of McCoy Pit	61	14,400,000
#62	South of McCoy Pit	192	21,300,000
#63	East of McCoy Pit	230	35,700,000

No stability issues or seepage have been observed from any of the WRSs. The Permittee is required to inspect all WRSs annually in the spring for stability and seepage, and designate surfaces as dry, damp, or wet (visible flow or ponding). If any seepage is emanating from any portion of a WRS, the Permittee shall collect a representative sample and analyze for Division Profile I parameters. The Permittee shall conduct field pH and field SC. Photos of the seepage area shall also be taken and the event will be documented in the quarterly monitoring report.

#### **Heap Leach Pads:**

##### Heap Leach Pad #1 (LP#1)

Construction of LP #1 began in 1986 using 80-mil high-density polyethylene (HDPE) liner for the two north and two south heap cells and 60-mil HDPE in the middle four heap cells. These cells were all underlain by a 12-inch compacted subbase. Most of the ore from the McCoy Pit was processed on LP#1 with the uneconomic material reporting to the #61, #62, and #63 WRS located near the pit. Ore was placed on the pad until 1991 with active leaching continuing seasonally until 1996. The crushed ore was placed on the 60-mil lined portions and run-of-mine (ROM) ore was placed on the 80-mil lined portion.

Rinsing of LP#1 began on a seasonal basis in June 1998 and ended in early 2000. Approval for final closure and reclamation, including slope contouring and movement of spent ore off containment, was given in August 2000 by the Division and the BLM. This work, including placement of topsoil, 24 inches for the areas where spent ore was sloped off-containment and 12 inches on the remainder of the heap, and seeding, was completed in December 2000.

There were three process ponds associated with LP#1, all of which were backfilled in 2005. Current draindown flow is routed through a buried 4-inch diameter double-walled HDPE pipe to the LP1/LP2 vault located near the southwest corner of the southern LP#2 pond (P2-EP) where it co-mingles with LP#2 draindown solution.



### Heap Leach Pad #2 (LP#2)

The first phase of LP#2, constructed in 1988 with an 80-mil HDPE liner, is underlain by 12 inches of compacted fill. The two subsequent construction phases utilized the same system design. The pad received approximately 24 million tons of ore, both crushed and ROM, until 1994, when leaching was discontinued. Leaching resumed in August 1999 and continued through 2002. LP#2 was constructed with a leak detection/collection system consisting of five monitoring locations.

Rinsing of LP#2 began in September 2002 and ended in November 2002. Recontouring to the final slope of 3H:1V (horizontal to vertical) was completed in March 2003. Placement of 12 inches of topsoil was completed in June 2003 and seeding was completed in December 2003.

Current draindown flow is routed to LP#3 through the LP1/LP2 vault. For piping details, see the Closure Pipelines section below. The remaining two ponds, process pond P2-EP and the storm event pond P2-SEP, have been decommissioned and permanently closed.

### Heap Leach Pad #3 (LP#3)

The construction of LP #3 began with Phase I in 1992. The pad was constructed with an 80-mil HDPE liner, underlain with a 12-inch compacted subbase, the most recent phase being completed in 1995. The heap received approximately 43 million tons of both crushed and ROM ore. Leaching of the pad occurred for approximately 10 years, between 1993 and 2003.

Rinsing of LP#3 began in March 2003 and ended in November 2003. Recontouring to the final slope of 3H:1V was completed in July 2004. During resloping of LP#3, approximately 10,000 tons of spent ore were pushed outside of lined containment. Recontouring, placement of approximately 21 inches of topsoil/growth media, and seeding were completed by 2006.

Draindown flow is routed through the LP3 vault to the TSF. For piping details, see the Closure Pipelines section below. The remaining two process ponds, P3-PP and P3-EP, as well as the storm event pond, P3-SEP, have also been decommissioned and will be closed.

All three heap leach pads, i.e., LP#1, LP#2, and LP#3, were constructed with leak detection systems. There is no evidence that process solution(s) have escaped containment or degraded waters of the State.

Draindown flows, as of the second quarter of 2018 were: LP#1 0.75 gpm; LP#2 0.5 gpm; and LP#3 6.0 gpm. LP#1 flows appear to have stabilized whereas both LP#2 and LP#3 flows are decreasing but appear to fluctuate seasonally.

### **Heap Leach Pad Process Ponds:**

Following completion of the closure pipelines, process ponds P2-EP, P3-PP, and P3-EP were drained and taken out of service. Current closure plans for these remaining process ponds consist of sampling any remaining pond sludge and either removal of the sludge or in-place stabilization. The liners will then be cut and folded over into the pond footprint.



The depressions will be backfilled with common fill material and the surface crowned to prevent stormwater run-on. Process pond P2-EP was permanently closed in early 2018.

Based on the May 2018 site inspection, the liner system for ponds P3-PP and P3-EP are in disrepair and no process solutions report to the ponds, therefore, monitoring of the pond leak detection sumps has been removed from the Part I.D.3 of the renewed Permit. The 2018 Permit renewal includes an SOC item to close the P3-PP, P3-EP, and P3-SEP ponds.

#### **Stormwater Ponds:**

Pond P2-SEP was backfilled and permanently closed in March 2018. Only Pond P3-SEP, a single-lined event pond, remains open. Pond P3-SEP will be closed in a similar manner in the future per an SOC item in the 2018 Permit renewal.

#### **Tailings Storage Facility (TSF):**

The TSF consists of an impoundment with a maximum constructed height of approximately 110 feet encompassing approximately 570 acres. The tailings facility is located just south of the existing mine access road and is situated on the valley floor. Groundwater within the approximate limits of the impoundment varies from 80 ft to about 100 ft below the existing ground surface.

Construction of the TSF began in 1988 and was completed in about July 1989. The facility lining system consists of a compacted soil subbase overlain by synthetic 30-mil very-low-density polyethylene (VLDPE), an underflow drainage system, lined solution collection ditches and four external geomembrane-lined process ponds.

#### **TSF Process Ponds:**

The pond system consists of one storm event pond (T-SEP) and three process ponds (T-SP, T-RP, and T-EP). Leak detection monitoring ports for T-SP, T-RP, and T-EP will be maintained and monitored throughout closure and remain until the ponds are taken out of service and closed. When ponds are converted into evaporation or evapotranspiration cells, leak detection monitoring will continue throughout the post-closure monitoring period. Leak detection monitoring of T-EP has indicated very low leakage rates, beginning in the third quarter of 2017 and averaging 2½ gallons per day (gpd). T-SEP is a single-lined pond, and therefore does not include leak detection.

All three process ponds, T-SP, T-RP, and T-EP, remain in use as of September 2018 for management of tailings underdrain solution. The storm event pond, T-SEP, although not currently double-lined and not in service, is planned to be utilized as an evaporation cell in the future. Tailings reclaim (TR) water (underflow drainage) reports to the reclaim pond T-RP, where it is sampled and recirculated to the impoundment and actively evaporated, resulting in lower underdrain flows and desaturation of the tails material over time. TR water is sampled at T-RP prior to recirculation to the impoundment. The active evaporation and tailings desaturation has allowed for accelerated reclamation activities of the impoundment surface and embankment slopes. Additionally, a sample of the impounded tailings solution (TW) will be sampled annually.



As of May 2018, approximately 528 acres of the TSF surface have been closed and reclaimed. Forty-two acres remain to be reclaimed - approximately 10 acres of open water area, 17 acres of embankment slopes, and 15 acres associated with the solution ponds.

There is no evidence that process solution(s) have escaped containment or degraded waters of the State at the TSF and TSF ponds.

#### **Closure Pipelines:**

In 2014, two pipelines were constructed to convey heap leach pad solutions to the TSF. The conveyance of all heap draindown flows to the TSF will allow closure of the heap leach pad solution ponds.

The buried pipeline to convey solution from LP#1 and LP#2 originates in the LP1/LP2 pre-cast concrete vault located near the southwest corner of the P2-EP pond and routes flow to the southeast toward LP#3 for approximately 27,000 feet. The pipeline consists of a 2-inch diameter Standard Dimension Ratio (SDR) 17 HDPE pipe contained inside a 4-inch diameter SDR17 HDPE pipe to provide for secondary containment. The solution drains to LP#3 and maintains a minimum burial depth of 3 feet for frost protection. The pipeline termination at LP#3 discharges into a buried clean gravel bed located on the inner edge of the liner.

The existing LP#3 solution piping enters the LP3 vault and drains to the TSF. The buried pipeline from LP#3 routes solution southeast to the TSF for approximately 1,800 feet. The pipeline discharges at a point near the toe of the western TSF embankment, within the lined footprint. Design specifications, i.e., 2-inch diameter SDR 17 HDPE pipe contained inside a 4-inch diameter SDR17 HDPE pipe, are identical to the LP#1/LP#2-LP#3 pipeline described above.

All of the heap leach pad flow rate data demonstrates a decreasing trend; nonetheless, the maximum flow rate recorded over the timeframe of 2009 – 2014 was used for the pipeline system hydraulic design and construction. While the majority of the meteoric water input from LP#1 and LP#2 will be consumed through evapotranspiration by the established reclamation vegetation, the assumption that some meteoric water will contribute to LP#3 discharge was conservatively used for the maximum design flow rate of 13.3 gpm. The final as-built report was approved by the Division in September 2014.

Leak detection for the pipelines consists of observation ports in two manholes, one installed in LP #3 (LP3 Observation Port) and the other at the TSF (TSF Observation Port) where the 4-inch diameter secondary containment pipe daylight and the 2-inch diameter primary pipe continues into the leach pad and the TSF. The manholes allow for observation of the pipeline secondary containment – any leakage of solution from the primary 2-inch diameter pipe would report downgradient to the manhole in the 4-inch secondary pipe. As of June 2018, no solution has been noted since the commissioning of both pipelines.

Additional leak detection is provided in both the LP1/LP2 and LP3 vaults. The LP#1 and LP#2 secondary containment pipes daylight in the LP1/LP2 vault and the LP#3 secondary containment pipe daylight in the LP3 vault.



In the event that the primary 2-inch pipe became obstructed, a large flow rate increase would be observed when the vault sampling port was opened. If the secondary 4-inch leak detection pipe became obstructed, solution would back up into the vault through the 4-inch pipe. The latter, however, is unlikely due to the design of the centralizers that position the primary 2-inch pipeline within the secondary 4-inch pipeline. The centralizers have cut-outs that allow for solution flow.

Monitoring of the heap draindown for LP#1 and LP#2 will occur at the LP1/LP2 vault. The vault has been designed such that discrete water quality and flow measurements can be collected for each heap. LP#3 draindown will be monitored at the LP3 vault prior to flowing to the TSF. Discharge from the TSF will continue to be monitored at the underdrain collection pond. Draindown solutions will be analyzed for Division Profile I, as total dissolved parameters.

From a closure perspective, the long-term solution management for LP#1, LP#2, and LP#3 has been achieved with the construction and operation of the closure pipelines to the TSF. Therefore, the heap leach pads have achieved long-term, zero discharge status.

#### **Heap Leach Pads and TSF Component Chemistry:**

Draindown solutions from LP #1, LP #2, LP#3, and the TSF all exhibit generally similar chemistry. This similarity is due to the commingling of heap leach pad and TSF process solutions during operations as well as in closure. In 1993, modifications to the mill allowed the heap leach facilities to utilize mill process solution as make-up solution and realize a reduction in reagent consumption. The mill used the INCO cyanide neutralization process. The INCO process uses sulfur dioxide and air to oxidize the cyanide, resulting in the less toxic compound cyanate as well as the subsequent elevated sulfate concentrations as seen in the heap leach and tailings solutions. The mill process solution provided the sulfate as there were no sulfides placed on the leach pads. The various parameters for which the Division Profile I reference values (RVs) are exceeded are consistent for each of the four components with few exceptions; however, all of these solutions are confined to engineered containment – no discharge to the environment has occurred as of 2018.

The following table provides a listing of the parameters that are either of interest or exceed Profile I RVs for each respective process component. Table 4 below provides average concentration and range for LP#1 (64 sampling events – March 2003 through March 2018), LP#2 (64 sampling events – March 2003 through March 2018), LP#3 (64 sampling events – March 2003 through March 2018), and for the TSF draindown (64 sampling events – March 2003 through March 2018). Average solution concentrations are based on an average of all available analyses.



**Table 4 - Average Concentration and Range for LP #1, LP #2, LP#3, and TSF  
Draindown Solution**

Parameter	Division Profile I Reference Values (mg/L)	Average Concentration and (Range), 2003 - 2018			
		LP#1 (mg/L)	LP#2 (mg/L)	LP#3 (mg/L)	TSF (mg/L)
Alkalinity, HCO <sub>3</sub>	---	92 (67 - 180)	124 (83.4 - 166)	55 (2 - 226)	118 (47 - 224)
Arsenic	0.010	0.072 (0.039 - 0.213)	0.295 (0.140 - 0.523)	0.209 (0.096 - 0.344)	0.152 (0.050 - 0.390)
Cadmium	0.005	0.008 (0.001 - 0.086)	0.007 (0.002 - 0.014)	0.007 (0.003 - 0.016)	0.013 (0.001 - 0.033)
Chloride	400	565 (407 - 1,500)	627 (445 - 842)	516 (331 - 890)	1,190 (768 - 5,220)
Manganese	0.10	1.8 (0.006 - 35)	1.3 (0.29 - 3.8)	2.9 (1.5 - 4.1)	5.3 (3.0 - 12.7)
Mercury	0.002	0.0833 (0.0002 - 0.1600)	0.0006 (0.0001 - 0.0026)	0.0044 (0.0003 - 0.0657)	0.0008 (0.0002 - 0.0034)
Nitrate + Nitrite (as N)	10	795 (646 - 940)	1,260 (633 - 1,800)	1,340 (745 - 2,220)	230 (2.86 - 1,350)
pH (SU)	6.5 - 8.5	7.6 (7.3 - 8.0)	7.4 (6.5 - 8.0)	6.7 (5.2 - 8.5)	7.7 (7.2 - 8.1)
Selenium	0.05	0.15 (0.11 - 0.36)	0.21 (0.10 - 0.27)	0.19 (0.08 - 0.25)	0.05 (0.01 - 0.08)
Sulfate	500	1,730 (1,290 - 4,300)	2,090 (1,520 - 2,750)	3,150 (2,100 - 4,510)	4,635 (2,350 - 15,800)
Thallium	0.001	<0.001 (<0.001 - 0.001)	0.001 (<0.001 - 0.001)	0.006 (0.002 - 0.015)	0.004 (0.001 - 0.027)
Total Dissolved Solids	1,000	8,100 (6,800 - 11,000)	11,360 (8,460 - 15,000)	12,295 (10,000 - 15,100)	9,670 (6,900 - 36,900)
WAD Cyanide	0.2	0.329 (0.018 - 0.970)	0.210 (0.037 - 0.695)	0.122 (0.011 - 1.09)	0.177 (0.015 - 0.469)

#### **Groundwater Monitoring:**

Seven groundwater monitoring wells remain on the site. Wells IM-2 and IM-3 are located hydrologically downgradient of the former RIB location and monitor the shallow alluvial

groundwater flow. These wells have been dry since 2005 and 2006, respectively, and were installed to monitor the saturation mound formed during infiltration. As these wells are no longer applicable to this Permit, the wells will either be abandoned or used for future monitoring in the Cove-Helen Project (WPCP NEV2010102). The 2018 Permit renewal includes an SOC item to abandon the wells or provide justification for continued use.

Wells LP-2D and LP-5B monitor the deep bedrock aquifer immediately northeast of LP#2 and LP#3, respectively. Wells TM-3, TM-4, and TM-5 are located immediately downgradient of the tailings impoundment and monitor the shallow alluvial groundwater. Monitor well MW-17-1 was installed in August 2017, mainly for the purpose of monitoring groundwater downgradient of the proposed waste rock dump relative to the Cove-Helen Rapid Infiltration Basins Project (WPCP NEV2010107). However, due to its proximity to the southeastern side of the Cove Pit Lake, the Division is incorporating the monitoring location in this Permit. Table 5 below provides well construction details.

Table 5 – Monitor well construction and depth to water details\*

Well ID	Collar Elevation (ft. AMSL)	Total Depth (ft.)	Well Bottom Elevation (ft. AMSL)	Depth to water (ft. below collar)	Groundwater Elevation (ft. AMSL)	Screen Interval (ft. below ground surface)
IM-2	4,671	70	4,601	Dry	<4,635	15.5 – 35.5
IM-3	4,670	70	4,600	Dry	<4,635	17 – 37
LP-2D	4,988	800	4,188	368.1	4,619.9	700 – 800
LP-5B	4,900	800	4,100	277.6	4,622.4	720 – 800
TM-3	4,743	120	4,623	89.3	4,653.7	86 – 106
TM-4	4,746	130	4,616	90.8	4,655.2	86 – 106
TM-5	4,747	150	4,597	92.5	4,654.5	77 – 97
MW-17-1	4,815	260	4,555	223	4,592	215 – 245

\*Based on first quarter 2018 data

The following table provides a listing of the parameters that are either of interest or exceed these reference values for site monitoring wells.

Table 6 provides average concentration and range for LP-2D (31 sampling events, August 2000 through March 2018), LP-5B (31 sampling events, July 2000 through March 2018), TM-3 and TM-5 (16 sampling events, July 2000 through November 2017), and TM-4 (18 sampling events, July 2000 through November 2017). Average solution concentrations are based on an average of all available analyses.



**Table 6 – Average Concentration and (Range) for Monitor Wells LP-2D, LP-5B, TM-3, TM-4, and TM-5, 2000 through 2018**

Parameter	Division Profile I Reference Values (mg/L)	LP-2D (mg/L)	LP-5B (mg/L)	TM-3 (mg/L)	TM-4 (mg/L)	TM-5 (mg/L)
Alkalinity, HCO <sub>3</sub>	---	575 (540 - 610)	578 (551 - 700)	326 (140 - 407)	188 (170 - 270)	149 (93 - 410)
Arsenic	0.010	0.004 (0.003 - 0.006)	0.009 (0.004 - 0.050)	0.022 (0.009 - 0.045)	0.008 (0.007 - 0.010)	0.010 (0.008 - 0.018)
Chloride	400	36 (29 - 42.0)	28 (24 - 30)	59 (44 - 120)	92 (56 - 107)	111 (42 - 123)
Fluoride	4	5.1 (3.9 - 6.3)	5.0 (3.8 - 6.0)	0.95 (0.53 - 1.05)	0.37 (0.26 - 0.47)	0.56 (0.41 - 1.3)
Lead	0.015	0.002 (ND <sup>(a)</sup> - 0.006)	0.003 (ND <sup>(a)</sup> - 0.012)	ND <sup>(a)</sup>	0.005 (0.004 - 0.006)	0.002 (ND <sup>(a)</sup> - 0.005)
Manganese	0.10	0.040 (0.005 - 0.133)	0.056 (0.031 - 0.08)	ND <sup>(a)</sup>	0.04 (0.012 - 0.095)	0.041 (0.005 - 0.077)
Mercury	0.002	ND <sup>(a)</sup>	ND <sup>(a)</sup>	ND <sup>(a)</sup>	ND <sup>(a)</sup>	ND <sup>(a)</sup>
Nitrate + Nitrite (as N)	10	0.27 (0.03 - 0.5)	0.17 (0.06 - 0.41)	0.26 (0.05 - 0.55)	0.44 (0.12 - 0.61)	0.97 (0.78 - 1.6)
pH (SU)	6.5 - 8.5	7.4 (6.9 - 7.9)	7.5 (7.0 - 8.1)	7.8 (7.1 - 8.2)	7.8 (7.3 - 8.1)	7.9 (7.1 - 8.3)
Selenium	0.05	ND <sup>(a)</sup>	ND <sup>(a)</sup>	ND <sup>(a)</sup>	ND <sup>(a)</sup>	ND <sup>(a)</sup>
Sulfate	500	95 (77 - 110)	55.8 (45 - 63)	85 (60 - 99)	104 (93 - 110)	102 (90 - 110)
Thallium	0.001	ND <sup>(a)</sup>	ND <sup>(a)</sup>	ND <sup>(a)</sup>	ND <sup>(a)</sup>	ND <sup>(a)</sup>
Total Dissolved Solids	1,000	800 (720 - 880)	722 (640 - 889)	615 (530 - 696)	552 (210 - 594)	565 (210 - 660)
WAD Cyanide	0.2	ND <sup>(a)</sup>	ND <sup>(a)</sup>	ND <sup>(a)</sup>	ND <sup>(a)</sup>	ND <sup>(a)</sup>

(a) ND = Non-detect.

As of March 2018, MW-17-01 has been sampled twice since installation and water quality appears to be representative of the deeper bedrock groundwater. Average concentrations for parameters of interest are: alkalinity 525 mg/L, arsenic 0.023 mg/L, chloride 48 mg/L, fluoride 4 mg/L, pH 7.6 SU, sulfate 120 mg/L, and TDS 675 mg/L.

The Permittee will continue to monitor groundwater elevations and groundwater quality throughout the mine site quarterly and annually as required by the Permit.

#### **Buildings/Structures:**

The Mill, Heap Leach facilities, and the Administration building were demolished in 2005. The truck and maintenance shops were dismantled and relocated to the Newmont's



Fortitude/Reona (Phoenix Mine) Project prior to sale of the property to the current Permittee. Remaining buildings include a security building and utility shop.

### **Heap Leach Pad and Tailings Storage Facility Drilling Programs:**

An Engineering Design Change (EDC) application was submitted to and approved by the Division in June 2015 for the first phase of TSF drilling. Although drilling of six holes on the TSF surface was approved for metallurgical testing, only three borings were drilled and backfilled to the original ground surface with drill cuttings (tailings). The drilling program was completed in July 2015 with the final as-built report being submitted to and approved by the Division in August 2015. All drill holes were terminated approximately 20 feet above the TSF liner system.

In October 2015, a second EDC for drilling was submitted to and approved by the Division. This EDC requested additional drilling at the TSF as well as drilling of Heap Leach Pads 1, 2, and 3 for metallurgical sampling. The EDC was approved by the Division in November 2015. Final field documentation report (as-built) was submitted to and approved by the Division in July 2016. Although approved, the TSF drilling phase for metallurgical samples was not completed; however, three geotechnical core holes were drilled to support the draindown model update and 21 sonic boreholes were completed in the HLPs. All drill holes were terminated approximately 20 feet above the HLP liner system. All borings were backfilled to the original ground surface with drill cuttings.

### **C. Receiving Water Characteristics**

The average annual precipitation, based on data collected from the on-site meteorological station over a 26-year period, is approximately 7 inches per year. Estimated pan evaporation and lake evaporation are 62.5 inches and 45 inches per year, respectively.

Two groundwater systems exist in the vicinity of the Cove Pit – a deep, confined bedrock aquifer and an unconfined shallow alluvial aquifer. Shallow alluvial groundwater flow is across the site from the west to the east toward the Reese River Valley. Bedrock flow direction is also toward the Reese River Valley, but generally follows topography in a northeast direction. The deep bedrock aquifer which includes the Panther Canyon Formation, is filling the Cove Pit. Typically this aquifer has a relatively low hydraulic conductivity; however, intense fracturing in the pit area has increased the hydraulic conductivity of some hydrogeologic units by a factor of 20 or greater over that of the same unit at more distant locations. The Panther Canyon Formation consists of three distinct hydrogeologic units that exhibit relatively large ranges of hydraulic conductivity values near the mine. The upper silica-cemented conglomerate has a hydraulic conductivity in the range of 0.1 to 20 feet per day; the middle silica-cemented sandstone units have a range of 0.1 to 10 feet per day; and the lower carbonate-cemented sandstone, conglomerate, and dolomite unit also has a range of 0.1 to 10 feet per day. Two range-front faults east of the Lighthouse Fault form barriers to flow from the shallow alluvial aquifer to the Lower Reese River Valley. The range-front faults are approximately a half mile east of the Cove Pit and are covered by the Tertiary alluvium. The hydraulic conductivity of these eastern faults ranges from 0.001 to 0.033 feet per day.



Groundwater quality of the bedrock aquifer and the alluvial aquifer show similarities. The pH of both sources is alkaline (greater than 7 SU). Bicarbonate concentrations are generally higher in the bedrock groundwater than the alluvial groundwater. However, samples taken from the alluvium appear to be sodium-bicarbonate dominated, while samples from the bedrock near the Cove Pit are generally calcium-bicarbonate dominated.

Water quality of both aquifers is generally good with most parameters usually below Division Profile I reference values. Exceptions are represented by elevated concentrations of lead and arsenic in the bedrock aquifer. In the alluvial aquifer, concentrations slightly in excess of Division Profile I reference values have been continuously noted for fluoride and occasionally for iron and manganese. These exceptions are likely the result of natural mineral dissolution.

The groundwater beneath LP#1 lies entirely within the fracture-controlled bedrock aquifer of the Cane Springs limestone. Pre-mining depth to groundwater was approximately 500 feet below ground surface (bgs).

The lithology beneath LP #2 is similar to that beneath LP#1. The base of LP#1 is located approximately 100 feet and 200 feet topographically higher than the base of LP#2 and LP#3, respectively. LP#2 pre-mining depth to groundwater was 392 feet bgs. The Cove Pit dewatering effort lowered the static level approximately 200 feet. Since dewatering ceased in 2001, groundwater levels measured at LP-2D, downgradient of Leach Pad #2, have risen from approximately 712 feet bgs to 368 feet bgs (fourth quarter 2017).

Beneath LP #3, the groundwater is partially confined in the Quaternary alluvium on the east side and in the fracture-controlled limestone on the west side. Pre-dewatering depth to groundwater was 222 feet bgs. Dewatering activities lowered the static level by approximately 180 feet, to a depth of 402 feet bgs. Groundwater measurements, taken at LP-5B, are now at 279 feet bgs (fourth quarter 2017).

The uppermost groundwater beneath the TSF is wholly contained within the Quaternary alluvium and is monitored by wells TM-3, TM-4, and TM-5. At the TSF, dewatering of the Cove Pit had a minimal effect on the original pre-mining alluvial water table located at approximately 80 feet bgs.

#### **D. Procedures for Public Comment**

The Notice of the Division's intent to issue a Permit authorizing the facility to close this mine subject to the conditions contained within the Permit, is being sent to the **Battle Mountain Bugle** in Battle Mountain for publication. The notice is being mailed to interested persons on our 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 the public notice. The comment period can be extended at the discretion of the Administrator. All written comments received during the comment period will be retained and considered in the final determination.

A public hearing on the proposed determination can be requested by the applicant, any affected State, any affected intrastate agency, the regional administrator, 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.

The final determination of the Administrator may be appealed within 15 days of the decision to the State Environmental Commission pursuant to NRS 445A.605.

**E. Proposed Determination**

The Division has made the tentative determination to renew the proposed Permit.

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

Except as detailed in the Permit, no proposed limitations or special conditions are stipulated.

**G. Rationale for Permit Requirements**

The facility remains in permanent closure. With the construction and operation of the closure pipelines, which route all heap draindown solutions to the TSF for management of long-term flows, zero-discharge conditions will be maintained. An SOC item in the 2018 Permit renewal requires closure of the remaining leach pad ponds.

The tailings storage facility is equipped with a liner system and seepage collection pond. At such time when the underflow discharge rate decreases to a manageable amount, the TSF will also be closed as a zero-discharge facility.

The water quality in the Cove Pit Lake is moderately good; however, Division concerns regarding possible pit lake outflow to groundwater will be addressed in accordance with an SOC item in the 2018 Permit renewal.

Groundwater quality beneath the site has been historically monitored and no degradation from mining activities has been observed. Monitoring of the site will continue.

**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 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.

Written by: Karl W. McCrea  
Date: 1 October 2018

Revision 00: 2018 Closure Renewal; Permit effective XX Month 2018;

