

AGENDA

LANDER COUNTY BOARD OF COMMISSIONERS MEETING

April 25, 2024

LANDER COUNTY COURTHOUSE
50 STATE ROUTE 305
BATTLE MOUNTAIN, NEVADA

Also Via Teleconference At

AUSTIN COURTHOUSE
122 MAIN STREET
AUSTIN, NEVADA

Via AUDIO CONFERENCE
BY GO TO MEETING
(Barring technical difficulties)

Call In Details: 1-866-899-4679 or 1-312-757-3119

Access Code: 849-277-573

Website: www.gotomeeting.com

All times on this agenda are approximate. Consideration of items may require more or less time than is scheduled. Items on the agenda may be taken out of order; the public body may combine two or more agenda items for consideration; and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Public comment is designated for discussion only. The public has the opportunity to address the commission on any matter not appearing on the agenda; however, no action may be taken on any matter raised until the matter itself has been specifically included on the agenda as an item upon which action may be taken. Additionally, public comment may be heard on any item listed on the agenda. Persons are invited to submit comments in writing and/or attend and make comments on any agenda item at the Lander County Commissioners board meeting. All public comment may be limited to three (3) minutes per person, at the discretion of the commission. Please note that the public body may interrupt the open meeting and exclude the public for the purpose of having an attorney-client discussion of potential and existing litigation, pursuant to NRS 241.015(3)(b)(2).

Call to Order

Pledge of Allegiance

A Moment of Silence

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

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

Commissioners Reports on meetings, conferences, and seminars attended.

Staff Reports on meetings, conferences and seminars attended.

Public Comment - For non-agendized items only.

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 April 25, 2024 Agenda Notice
- 2) Approval of March 28, 2024 Meeting Minutes
- 3) Approval of April 11, 2024 Meeting Minutes
- 4) Approval of Payroll Change Requests

(1) COMMISSIONERS:

- (1.1)** For discussion and possible action to approve/disapprove the payment of bills.

[March 2024 CC Statement.pdf](#)

[Ratified Bills.pdf](#)

[Payment of Bills 4-25-24.pdf](#)

- (1.2)** For discussion and possible action to approve/disapprove the interlocal contract between the State of Nevada Division of Public Behavioral Health (DPBH), Community Health Services Program, and Lander County in the amount of \$416.66 per month not to exceed a total contract amount of \$10,000. The contract is effective from July 1, 2023 through June 30, 2025. This contract was previously approved in the total amount not to exceed \$5,000 so this agenda item is requesting the approval of the increase total amount of \$10,000.

[State Health Nurse Contract.pdf](#)

- (1.3)** For discussion and possible action to approve/disapprove a grant request from Northern Nevada EMS Consortium (NNEMSC) in an amount not to exceed \$15,000.

[NNEMSC Grant Application & Backup.pdf](#)

- (1.4)** For discussion and possible action to approve/disapprove the resignation of Robert Morley, previous owner of High Desert Engineering as the Lander County Surveyor of Record.

[Robert Morley & Bob Thibault.pdf](#)

(1.5) For discussion and possible action to approve/disapprove the appointment of Bob Thibault with High Desert Engineering to be the Lander County Surveyor of Record.
[Robert Morley & Bob Thibault.pdf](#)

(1.6) For discussion and possible action to approve/disapprove the resignation of Commissioner Kathy Ancho from the Lander County Convention and Tourism Board.
[Resignation from Conven.&Tour Board.pdf](#)

(1.7) For discussion and possible action to approve/disapprove the appointment of a Commissioner to sit on the Lander County Convention and Tourism Board.
[Appointment to Conven.&Tour Board.pdf](#)

(1.8) For discussion and possible action to approve/disapprove the updated FY24 FAA AIP Grant Application for "Runway 4-22 PAPIs & REILs and Replace Beacon & Tower" project at the Battle Mountain Airport following the bid opening held April 11, 2024 and authorize the County Manager to sign. The FAA funding is in an amount of \$608,015.00 and the Local Match is \$40,534.79, an increase from the \$34,375.00 previously approved.
[PAPIs & REILs.pdf](#)

(1.9) For consideration, discussion and possible action to introduce by first reading and to possibly set for public hearing Ordinance No. 2024-01, an ordinance repealing Lander County Code Chapter 8.45 - Prohibition Of Medical Marijuana Establishments; creating Chapter 5.28 - Cannabis Establishments in Title 5 - Business Licenses And Regulations; moving, reenacting and amending the provisions of Chapter 8.46 - Recreational and Medical Marijuana Cultivation Facilities in Title 8 - Health and Safety to the new Chapter 5.28 - Cannabis Establishments in Title 5 - Business Licenses and Regulations to allow and license the operation of medical cannabis establishments including cultivation facilities, independent testing laboratories, production facilities and dispensaries, and adult-use cannabis establishments, including cultivation facilities, independent testing laboratories, production facilities, distributors and retail stores as authorized under Chapters 678A through 678D of the Nevada Revised Statutes; repealing Chapter 8.46 - Recreational and Medical Marijuana Cultivation Facilities; and providing other matters relating thereto.

[Lander Code Backup.pdf](#)
[Cannibus Ordinance.pdf](#)

(1.10) For discussion and possible action to come up with a solution to maintain feral cats within

Lander County.
[Feral Cats.pdf](#)

- (1.11) For discussion and possible action to approve/disapprove placement for town transfer station for trash or refuse within Battle Mountain Town Boundary.
[Transfer Station.pdf](#)
- (1.12) For discussion and possible action for suggestions on Code enforcement regarding weeds, junk on property, etc. throughout Lander County.
[Code Enforcement.pdf](#)
- (1.13) For discussion and possible action to approve/disapprove Engineering services proposal for water system improvements at Well 6 Water Treatment Plant Treated Water Storage Tank in an amount not to exceed \$164,000.00.
[Well 6 Water Treatment.pdf](#)
- (1.14) For discussion and possible action to approve/disapprove Engineering services proposal for Water and Sewer System Improvements including Water Main, Gravity Sewer Lift Station and Force Main Replacement in an amount not to exceed \$418,000.00.
[Water & Sewer System Improvements.pdf](#)
- (1.15) Review, consideration and possible action on Parcel Map No. 24-0014, filed by Ricardo and Shannon Berumen, to combine APNs 002-230-11, 002-230-13 and 002-230-14 into one (1) 27,519 square foot parcel within an R-1- Single-Family Residential Zoning District. The subject properties are located on the north side of West Humboldt Street, approximately 53' west of the intersection of West Humboldt Street and Stone Avenue, 715, 735, and 745 West Humboldt Street, Battle Mountain, NV 89820. This was approved at the April 17, 2024 Planning Commission meeting with the following conditions:
1) Parcel Map to be recorded with the Lander County Recorder's Office within one (1) year of approval by the Lander County Board of Commissioners.

[Parcel Map No. 24-0014.pdf](#)
- (1.16) For discussion and possible action to approve/disapprove final comments to be submitted on Robertson Mine proposal, groundwater impacts to Indian Creek and proposed mitigation plan, impacts to domestic wells and water rights, private property impacts to landowners along Indian Creek.

(2) CORRESPONDENCE:

- (2.1)** Correspondence/reports/future agenda items.
[Correspondence \(2\).pdf](#)
[Dept. of Interior.pdf](#)

Public Comment - For non-agendized items only.

ADJOURN

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.

This agenda and backup information are available on the County's website
www.landercountynv.org
<https://notice.nv.gov>

This notice has been posted at the following locations

Battle mountain Civic Center, 625 South Broad Street, Battle Mountain, NV
Battle Mountain Post Office, 810 Sunset Drive, Battle Mountain, NV
Lander County Courthouse, 50 State Route 305, Battle Mountain, NV
Lander Hardware, 404 East Front Street, Battle Mountain, NV
Austin Courthouse, 122 Main Street, Austin, NV
Kingston Community Hall, 112 Gold Knob, Kingston, NV

2024

MARCH ELITE CC

NAME	DESCRIPTION	fund	DB, (-)
REIVA	UNITED.COM	001-010-53940	79.00
	UNITED.COM	001-010-53940	59.00
QUICK	TWILIO	001-012-53931	275.23
	GO TO MEETING	001-035-53971	15.00
	SOLARWINDS	001-012-53560	143.00
	NETFLIX	001-013-53740	11.99
	DIRECTV	001-013-53740	81.07
UNGER	TRITON TRAINING	001-012-53940	450.00
	C N A SURETY	001-012-53920	50.00
	C N A SURETY	001-012-53920	50.00
	C N A SURETY	001-012-53920	62.50
	C N A SURETY	001-012-53920	62.50
	FOODTOWN PERSONAL CHARGE	001-000-38080	62.17
	LEEDA	001-012-53940	50.00
	OWL CLUB PERSONAL CHARGE	001-000-38080	118.34
	THE HOOK FISH PERSONAL CHARGE	001-000-38080	18.47
GANDOLFO	MICROSOFT	001-024-53920	45.00
	STAMPS	001-024-53920	29.99
	ADOBE	001-024-53920	19.99
GONZALEZ	QUICK MART	001-002-53300	87.00
	GOOGLE	001-002-53560	120.00
PRINCE	THE FEDERAL HOTEL	002-066-53940	365.13
	GROW MAIL	001-005-59205	1,384.94
	COURTYARD BY MARRIOTT	002-066-53940	237.54
SCHACHT	RAMADA INN	001-016-53940	379.50
	MAVERICK	001-005-53940	36.94
BAKKER T.	COURTYARD BY MARRIOTT	052-055-53940	237.54
MACDONALD	FEDERAL HOTEL	001-005-53940	365.13
	AMAZON	001-016-53920	56.89
	COURTYARD BY MARRIOTT	001-005-53940	237.54
	AMAZON	001-005-53920	14.99
	AMAZON	001-001-53920	43.20
SULLIVAN	ADOBE	001-007-53920	19.99
	NATIONAL PEN	001-007-53920	178.95
	NATIONAL PEN	001-001-53920	195.90
BAKKER S	FEDERAL HOTEL	052-055-53940	365.13
	HAMPTON INN	052-055-53940	1,057.82
	AMERICAN RED CROSS	052-055-53920	647.27
HARRIS	NEVADA STATE BOARD	001-018-53560	210.00
	DEA REGISTRATION	001-018-53560	888.00
	EMERGENCY CARE SOLUTION	001-018-53940	609.30
	MILLS PHARMACY	001-018-53920	13.77
	MILLS PHARMACY TAX	001-000-38080	0.98
			MIKE PAID

9,436.70



CONSOLIDATED BILLING CONTROL ACCOUNT STATEMENT

Prepared For	LANDER COUNTY NEVADA JUSDIVIA JOHNSON		
Account Number	4484 6100 0805 8433		
Statement Closing Date	03/03/24		
Days in Billing Cycle	30		
Next Statement Date	04/03/24		

For Customer Service Call:
800-231-5511

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Elite Card Payment Center PO Box 77066
Minneapolis, MN 55480-7766

Credit Line	\$100,000
Available Credit	\$86,632

Payment Information

New Balance	\$12,187.93
Current Payment Due (Minimum Payment)	\$610.00
Current Payment Due Date	03/28/24

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-231-5511 for payoff information.

Account Summary

Previous Balance	\$7,453.46
Credits	- \$31.29
Payments	- \$7,453.46
Purchases & Other Charges	+ \$12,219.22
Cash Advances	+ \$0.00
Finance Charges	+ \$0.00
New Balance	= \$12,187.93

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	12.490%	.03421%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	27.240%	.07469%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

TOTAL *FINANCE CHARGE* BILLED IN 2023 \$0.00
 TOTAL *FINANCE CHARGE* PAID IN 2023 \$0.00

Summary of Sub Account Usage

Name	Sub Account Number Ending In	Monthly Spending Cap	Spend This Period
PAULA A TOMERA	2582	10,000	\$845.52
PATSY WAITS	9928	2,500	\$0.00

See reverse side for important information.

If your card is ever lost or stolen

Please notify us immediately by calling: **1-800-231-5511**.

Questions about your statement

If you have a question about your statement, please write to us within 30 days after the statement was mailed to you. Please use a separate letter and include your account number and the date of the statement in question. Please refer to the front of the statement for our Inquiry mailing address.

For all your personal or business financial service needs, visit us at [wellsfargo.com](https://www.wellsfargo.com)

Important payment information

Payments made at a Wells Fargo branch

You may use cash or checks when making payments at a Wells Fargo branch.

Payments by mail

Mail your check and the payment coupon to the Payment Remittance Center address printed on this statement. For fastest delivery, please use the enclosed window envelope. If using a single check to pay multiple accounts, we must receive a completed payment coupon for each account being paid or a list showing the full account number and amount to be credited to each account. If you are paying multiple accounts with a single check, the total of the check must equal the sum of the payments to be applied to each individual account, with at least the total minimum payment due for all accounts.

Payments by phone

If you are authorized to transact on the account, you may be able to initiate a payment by calling the Customer Service number listed on the front of this statement.

Payments made using Wells Fargo Online Banking or Wells Fargo Mobile

If you have access to the account via Wells Fargo Online Banking or Mobile you may be able to make a payment depending on your level of access.

Automatic Payments

You can establish automatic payments to this credit account from a Wells Fargo deposit account or any other financial institution. For enrollment information, please contact our Customer Service number listed on the front of this statement.

Timing of payment by mail or payments made at a Wells Fargo branch

Payments that are received at the designated payment processing address (printed on each statement) by 5:00 p.m. on any business day will be credited as of the day of receipt. Payments received after 5:00 p.m. or on non-business days may be credited as of the next business day.

When a payment is considered late

If your payment is received or initiated any time after the Due Date, it is considered late and your account will be subject to a late fee.

Promotional rates

All promotional rates are subject to early termination if there are late payments or other defaults. Please see sections "Default" and "Remedies" in your Cardholder Agreement.



Summary of Sub Account Usage

Name	Sub Account Number Ending In	Monthly Spending Cap	Spend This Period
LURA DUVAL	0017	2,500	\$0.00
BILLY GANDOLFO	1370	2,500	\$94.98
DENISE FORTUNE	2468	2,500	\$0.00
JUSDIVIA JOHNSON	9539	2,500	\$0.00
LAKEN SULLIVAN	5895	2,500	\$394.84
ALEXIS REIVA	3475	2,500	\$138.00
RONALD UNGER	7077	2,500	\$923.98
DON PRINCE	7515	2,500	\$1,987.61
MIKEL HARRIS	9925	2,500	\$1,722.05
MOLLY GONZALEZ	7985	2,500	\$207.00
TONIA BAKKER	4708	2,500	\$237.54
BARTOLO RAMOS	6918	10,000	\$865.57
SEAN BAKKER	3690	2,500	\$2,070.22
ELIZABETH MACDONALD	7980	2,500	\$717.75
ROBERT QUICK	2360	2,500	\$526.29
RICHARD C NELSON	3046	2,500	\$1,040.14
KIM SCHACHT	4051	2,500	\$416.44
BRANDY BENGGOA	1378	2,000	\$0.00

Transaction Details

The transactions detailed on this Consolidated Billing Control Account Statement contain transactions made directly to this Control Account plus all transactions made on Sub Accounts. If there were no transactions made by a Sub Account that Sub Account will not appear.

Trans	Post	Reference Number	Description	Credits	Charges
02/15	02/15	7448461DY36HHGNWV	BRANCH PAYMENT - CHECK THANK YOU		
			TOTAL 4484610008058433	\$7,453.46-	
Transaction Summary For PAULA A TOMERA					
			Sub Account Number Ending In 2582		
02/02	02/03	2469216DDH34HBN1BR	AMZN Mktp US*R24IP8URO Amzn.com/bill WA		234.79
02/02	02/03	2469216DDH34T1TZN8	AMZN Mktp US*R23UG0RDO Amzn.com/bill WA		89.21
02/03	02/03	2401911DKS66KK9Z8	PERFORMANCE COMPUTING PC 775-6251552 NV		77.99
02/06	02/06	2469216DDM2YQ77KZM	GOOGLE *Google Storage 855-836-3987 CA		1.99
02/07	02/07	2449215DNNMHHB7PXB	ADOBE INC. 408-536-6000 CA		19.99
02/20	02/20	2442733E3MHDSEBZ1	MIDWAY MARKET BATTLE MOUNTAIN NV		24.55
03/01	03/01	2405522ED8B79Z2T3	TOWNSQUARE INTERACTIVE 855-463-5490 NC		397.00
			TOTAL	\$845.52	
Transaction Summary For PAULA A TOMERA / Sub Acct Ending In 2582					
02/05	02/05	2420429DLO000RE8Q	MSFT * E0800QUIPZ 800-6427676 WA		45.00
02/10	02/10	2469216DDT2YFA5YAZ	STAMPS.COM 855-608-2677 TX		29.99
02/18	02/18	2449215E1LSFTXFMA	ADOBE INC. 408-536-6000 CA		19.99
			TOTAL	\$94.98	
Transaction Summary For BILLY GANDOLFO					
			Sub Account Number Ending In 1370		
02/25	02/25	2449215E6MKNKPPHE	ADOBE INC. 408-536-6000 CA		19.99
02/29	02/29	2479338EQ000DYM1Q	National Pen Co. LLC_US Dover DE		178.95

Transaction Details

Trans Post	Reference Number	Description	Credits	Charges
Transaction Summary For RONALD UNGER				
Sub Account Number Ending In 7077				
02/06	02/06	2444500DM8PX3GA85		450.00
02/28	02/28	2411641EB2DFYG2J6		50.00
02/28	02/28	2411641EB2DGOA7PR		50.00
02/28	02/28	2411641EB2DGOA83K		62.50
02/28	02/28	2411641EB2DG09XY8		62.50
02/28	02/28	2442733EBLYPWYJLV		62.17
02/28	02/28	2455930EBS66GEE4H		50.00
03/02	03/02	24113746EE2XK6PNJT		118.34
03/02	03/02	2469216EF35DABBBJ		18.47
FSP*TRITON TRAINING GROUP276-266-4254 VA				
CNA SURETY 800-331-6053 SD				
CNA SURETY 800-331-6053 SD				
CNA SURETY 800-331-6053 SD				
CNA SURETY 800-331-6053 SD				
ETCHEVERRY'S FOODTO BATTLE MOUNTA NV				
FBI LEEDA INC 877-7727712 PA				
TST* OWL CLUB CASINO & RE BATTLE MOUNTA NV				
SQ *ON THE HOOK FISH AND Battle Mounta NV				
TOTAL \$923.98				
RONALD UNGER / Sub Acct Ending In 7077				
Transaction Summary For DON PRINCE				
Sub Account Number Ending In 7515				
02/08	02/08	2443106DRMSJGP8Y2		365.13
02/14	02/14	2449216DX000ZD2P4		1,384.94
02/22	02/22	2469216E62YQP597		237.54
THE FEDERAL HOTEL CARSON CITY NV				
GROWMAIL* GROWMAIL HTTPSWWW.GROW FL				
COURTYARD BY MARRIOTT CARSON CITY NV				
TOTAL \$1,987.61				
DON PRINCE / Sub Acct Ending In 7515				
Transaction Summary For MIKEL HARRIS				
Sub Account Number Ending In 9925				
02/13	02/13	2401339DX01DLXQ63		210.00
02/16	02/16	2424098E0HEYZEHP		888.00
02/22	02/22	2471705E5858KS8FK		609.30
02/29	02/29	2426979EJDFY8V		14.75
NEVADA STATE BOARD OF PHA775-8501440 NV				
DEA REGISTRATION 202-307-5604 VA				
HSI EMERGENCY CARE SOLUT1800-4473177 OR				
MILLS PHARMACY BATTLE MOUNTA NV				
TOTAL \$1,722.05				
MIKEL HARRIS / Sub Acct Ending In 9925				
Transaction Summary For MOLLY GONZALEZ				
Sub Account Number Ending In 7985				
02/06	02/06	2449398DN2M95MPHO		87.00
03/01	03/01	2420429ED018W5N8W		120.00
QUICK MART BATTLE MOUNTA BATTLE MOUNTA NV				
GOOGLE GSUITE_jandercoun650-2530000 CA				
TOTAL \$207.00				
MOLLY GONZALEZ / Sub Acct Ending In 7985				
Transaction Summary For TONIA BAKKER				
Sub Account Number Ending In 4708				
02/22	02/22	2469216E62YQP5A1		237.54
COURTYARD BY MARRIOTT CARSON CITY NV				
TOTAL \$237.54				
TONIA BAKKER / Sub Acct Ending In 4708				
Transaction Summary For BARTOLO RAMOS				
Sub Account Number Ending In 6918				
02/02	02/03	2469216DH34HD45YK		103.98
02/03	02/03	2401134DJ001KWZYB		15.99
02/06	02/06	2427074DNS86HYFNT		54.66
02/07	02/07	7449215DNL7YWHNLY		
02/08	02/08	2443106DRMSJGP2Y0		365.13
02/13	02/13	2469216DW30S795T3		24.56
02/22	02/22	2469216E62YQP5A9		237.54
02/28	02/28	2401339EB0307KK5V		95.00
AMZN Mktp US*R23DN3V02 Amzn.com/bill WA				
ZOOM.US 888-799-9666 WWW.ZOOM.US CA				
BLACK BEAR - CARSON CITY CARSON CITY NV				
PFL.COM 4068237016 MT			31.29	
THE FEDERAL HOTEL CARSON CITY NV				
SQ *RON'S SEED & SUPPLY Winnemucca NV				
COURTYARD BY MARRIOTT CARSON CITY NV				
EVERGREEN FLOWER AND GIFT ELKO NV				
TOTAL \$865.57				
BARTOLO RAMOS / Sub Acct Ending In 6918				
Transaction Summary For SEAN BAKKER				
Sub Account Number Ending In 3690				
02/08	02/08	2443106DRMSJGPEVT		365.13
02/22	02/22	2475542E67JLWEM8H		1,057.82
02/28	02/28	2469216EB32MNVZRN		647.27
THE FEDERAL HOTEL CARSON CITY NV				
HAMPTON INNS 775-8658800 NV				
AMERICAN RED CROSS 800-733-2767 DC				
TOTAL \$2,070.22				
SEAN BAKKER / Sub Acct Ending In 3690				
Transaction Summary For ELIZABETH MACDONALD				
Sub Account Number Ending In 7980				



Transaction Details

Trans Post	Reference Number	Description	Credits	Charges
Transaction Summary For ROBERT QUICK				
Sub Account Number Ending In 2360				
02/06	02/06	2401134DM001BPM1W		275.23
02/06	02/06	2469216DDM2YG4KM8N	TWILIO INC TWILIO.COM CA	15.00
02/06	02/06	2469216DDM2YH8JYFR	GoToCom*GoToMeeting goto.com MA	143.00
02/15	02/15	2490641DY5LBLEHSQVV	SOLARWINDS 866-530-8100 TX	11.99
02/29	02/29	2469216EQ33740DHP	Netflix.com netflix.com CA	81.07
			DTV*DIRECTV SERVICE 800-347-3288 CA	
		TOTAL	\$526.29	
		ROBERT QUICK / Sub Acct Ending In 2360		
Transaction Summary For RICHARD C NELSON				
Sub Account Number Ending In 3046				
02/05	02/05	2427074DMS66HVENT	BLACK BEAR - CARSON CITY CARSON CITY NV	45.79
02/06	02/06	2454045DN5YHJQTSV	REDS OLD 395 GRILL 530-3427561 NV	62.54
02/07	02/07	2427074DPS66J1HG2	BLACK BEAR - CARSON CITY CARSON CITY NV	29.77
02/07	02/07	2427074DPS66J1HMT	BLACK BEAR - CARSON CITY CARSON CITY NV	24.58
02/08	02/08	2443106DRMSJGPKZR	THE FEDERAL HOTEL CARSON CITY NV	365.13
02/20	02/20	2454045E45YHJDAK3	REDS OLD 395 GRILL 530-3427561 NV	49.79
02/22	02/22	2469216E62YQP59F	COURTYARD BY MARRIOTT CARSON CITY NV	237.54
02/23	02/23	2463923E9S66QGPHN	IAPMO 909-4724210 CA	225.00
		TOTAL	\$1,040.14	
		RICHARD C NELSON / Sub Acct Ending In 3046		
Transaction Summary For KIM SCHACHT				
Sub Account Number Ending In 4051				
02/11	02/11	2475542DV4Q3EBEH0	RAMADA INNS ELKO NV	379.50
02/23	02/23	2442733E6LYPM5YKH	MAVERIK #453 BATTLE MOUNTA NV	36.94
		TOTAL	\$416.44	
		KIM SCHACHT / Sub Acct Ending In 4051		

Get statements online securely and conveniently

Make managing your business credit card
account easier



Stay secure

Protect your private
information to help
avoid loss or theft



Save time

View statements
online anytime
without waiting for
the mail



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2. Access **Manage Delivery Preferences**
3. Choose **Online Statements**¹



Laken Sullivan
Lander County Fiscal Officer

**LANDER COUNTY COMMISSION
MEETING**

April 25, 2024

RATIFY

**Check #
223443**



Laken Sullivan - Fiscal Officer

LANDER COUNTY VOUCHER

Pay To: Lucus Jenkins
 Address: Lander County Sheriff's Office
Battle Mountain, NV 89820

Vender #: _____
 PO #: _____
 Fund# 001
 Dept Name: LCSO

Account # _____

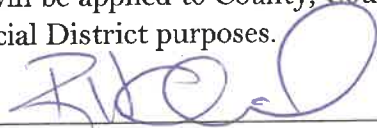
DEPT# 012		EXPENSE ACCT# 53940 53121
Invoice #	Invoice Description	Amount
DOT 4/22/24	Per Diem for Von Liche K-9 Narcotics Recertification Hotel/Meals	\$361.91

DEPT# 012		EXPENSE ACCT# 53170
Invoice #	Invoice Description	Amount

DEPT# 012		EXPENSE ACCT# 52011
Invoice #	Invoice Description	Amount

TOTAL \$361.91

I certify that the foregoing claim is correct and just; that the articles specified have been received by the proper officials of the County, the Courts and/or Special Districts, or the services stated have been performed; and that they were necessary for; have been or will be applied to County, Court or Special District purposes.



Authorized Signature

04/10/2024

Date

COUNTY COMMISSION APPROVAL

RECEIVED

APR 10 2024

Chairman

L.C. FINANCE

For Comptroller Use Only

Lander County Sheriff's Office

Per Diem Advance Request

Revised 20190102

Date Request Initiated: 04/10/2024
Prepared By: R. Benavidez

Total Requested Advance: \$ 361.91

Employee Name: Jenkins, Lucas Employee ID#: 358

Travel Date(s) / Time(s): Start Date 04/22/2024 Start Time 1000 Return Date 04/23/2024 Return Time 1700

Reason for Travel: K9 Narcotics Recertification

Training Location: Fontana, CA

Training Confirmation#: _____ Training Contact Name & Number: _____

CALCULATIONS

Lodging

Location of Lodging: _____
Hotel Information: _____
Hotel Confirmation Number: _____ Sharing Room with: _____
Check-In Date: 04/22/2024 Check-Out Date: 04/23/2024

Per day Per Diem Rate: \$ 257.91 x # of Days: 1 = Total: \$ 257.91 / Rate based on GSA rates located at <http://www.Gsa.GOV>

Lander County Sheriff's Office

Request for Training

NOTE: An Outline or Training Announcement must accompany this request.

Employee Requested

Agency Directed

Employee Name: Jenkins, Lucus

Request Date: 04/09/2024

Division: Patrol

Hours of online training completed in the previous 30 days? 0

COURSE INFORMATION

Course Title: k9 Narcotics recert

Course Training Hours: 8

Training Location: Fontana CA

Course Dates/Times: 04/23/2024

Depart Date/Time: 04/22/2024

Return Date/Time: 04/23/2024

Are you willing to pay the cost of tuition to attend this training?

Yes No No Cost

Are you willing to pay the costs associated with traveling to attend the training?

Yes No No Cost

Are you willing to pay the costs of meals associated with attending this training?

Yes No No Cost

Are you willing to pay the costs associated with lodging to attend this training

Yes No No Cost

If this training is employee requested, I agree and understand that I am not authorized overtime.

I understand and agree: (Initials) LL

N/A (Agency Directed Training)

I understand and agree that I WILL NOT be compensated for meal breaks. If my regularly scheduled hours are under my normally scheduled pay period amount, I will need to make up the shortage through working additional hours during the pay period or use accrued leave. (Civilian must be same **work week**)

I understand and agree: (Initials) LL

How will this training improve your work performance and benefit the Agency as a whole?
yearly re-cert for k9 on Narcotics.

Supervisor Recommendation:

Initials: [Signature]

Approve Deny

Date: 4/9/24

Meets training plan objectives?

Yes / No

Recommend plan override :(why?)

Yes / No N/A

NEEDED FOR RECERT.

[Signature]

Administrative review:

Initials: [Signature]

Approve Deny

Date: 04/09/2024

Travel clerk notes:

SELF REGISTER.

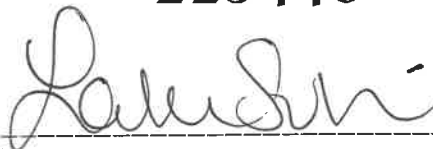
Laken Sullivan
Lander County Fiscal Officer

**LANDER COUNTY COMMISSION
MEETING**

April 25, 2024

RATIFY

**Check #
223446**



Laken Sullivan - Fiscal Officer

PERMA-BOUND

617 EAST VANDALIA ROAD
 JACKSONVILLE, IL 62650-3599
 800/637-6581 217/243-5451

INVOICE NO.
 1974418-00

TERMS-30 DAYS
 EED.I.D. NO 37-1001726

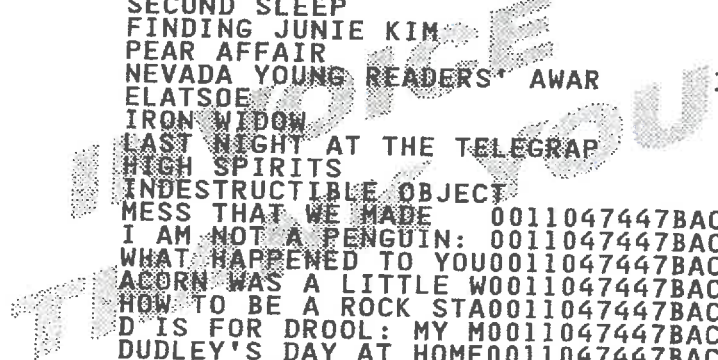
Contract:

BILL TO: 518933-0000	SHIP TO: 518933-0000
BATTLE MOUNTAIN BRANCH LIBRARY ATTN REBECCA LAKE 625 S BROAD	BATTLE MOUNTAIN BRANCH LIBRARY ATTN REBECCA LAKE 625 S BROAD
BATTLE MOUNTAIN, NV 89820	BATTLE MOUNTAIN, NV 89820

BILL TO	SHIP TO	SALES NO. STATE	CUSTOMER P.O. NUM	DATE BILLED	DATE SHIPPED	PAGE
0000000	3- 04-	331-28	0 2534	11/22/23	11/22/23	1

ORDER DATE	ORDER ENTERED	D.N.E. AMOUNT	DUE DATE	SHIP VIA	NO. PKGS.
11/14/23	11/16/23		0/00/00	UPS	1

BOOK NO.	UNITS ORD/SHIP	KITS ORD/SHIP	ITEM DESCRIPTION	STS	UNIT PRICE	TOTAL
001104744SE	1	1	NEVADA YOUNG READERS' AWAR		22.27	22.27
N000308602	1	1	MAMBO MUCHO MAMBO! THE DAN			
001104745SE	1	1	NEVADA YOUNG READERS' AWAR		89.23	89.23
N000307623	1	1	WILLODEEN			
Q000366088	1	1	CITY OF THIEVES			
Q000366089	1	1	DA VINCI'S CAT			
Q000366090	1	1	THUNDEROUS			
Q000366091	1	1	WEIRD KID			
001104746SE	1	1	NEVADA YOUNG READERS' AWAR		99.63	99.63
N000307081	1	1	CLARICE THE BRAVE			
N000316977	1	1	WHY LONGFELLOW LIED: THE T			
H000319021	1	1	SECOND SLEEP			
J000323794	1	1	FINDING JUNIE KIM			
Q000361732	1	1	PEAR AFFAIR			
001104747SE	1	1	NEVADA YOUNG READERS' AWAR		101.97	101.97
000256237	1	1	ELATSOE			
H000309702	1	1	IRON WIDOW			
J000320791	1	1	LAST NIGHT AT THE TELEGRAP			
J000325107	1	1	HIGH SPIRITS			
Q000366092	1	1	INDESTRUCTIBLE OBJECT			
000209138	1	1	MESS THAT WE MADE			
000254670	1	1	I AM NOT A PENGUIN:			
N000294445	1	1	WHAT HAPPENED TO YOU			
N000310777	1	1	ACORN WAS A LITTLE WOO			
J000321258	1	1	HOW TO BE A ROCK STAO			
Q000358304	1	1	D IS FOR DROOL: MY MOO			
Q000366085	1	1	DUDLEY'S DAY AT HOME			
N000313569	1	1	WILLIS WILBUR WOWS T			
N000313630	1	1	ZIA ERASES THE WORLD			
000212490	1	1	EXTRAORDINARIES			



RECEIVED

APR 10 2024

L.C. FINANCE

05206253920

[Handwritten Signature]

12-4-23

BACK ORDER TO FOLLOW

FINAL SHIPMENT

ORIGINAL INVOICE

X

PERMA-BOUND

617 EAST VANDALIA ROAD
 JACKSONVILLE, IL 62650-3599
 800/637-6581 217/243-5451

INVOICE NO.
 1974418-00

TERMS-30 DAYS
 FED.L.D. NO 37-1001726

Contract:

BILL TO: 518933-0000	SHIP TO: 518933-0000
BATTLE MOUNTAIN BRANCH LIBRARY ATTN REBECCA LAKE 625 S BROAD	BATTLE MOUNTAIN BRANCH LIBRARY ATTN REBECCA LAKE 625 S BROAD
BATTLE MOUNTAIN, NV 89820	BATTLE MOUNTAIN, NV 89820

BILL TO	SHIP TO	SALES NO. STATE	CUSTOMER P.O. NUM	DATE BILLED	DATE SHIPPED	PAGE
0000000	3- 04-	331-28	0 2534	11/22/23	11/22/23	2

ORDER DATE	ORDER ENTERED	D.N.E. AMOUNT	DUE DATE	SHIP VIA	NO. PKGS.
11/14/23	11/16/23		0/00/00	UPS	1

BOOK NO.	UNITS ORD/SHP	KITS ORD/SHP	ITEM DESCRIPTION	UNIT STS PRICE	TOTAL
----------	------------------	-----------------	------------------	-------------------	-------

 Thank you for your order.

 * Please note that the prices on this invoice reflect *
 * our SCHOOL and LIBRARY DISCOUNTED PRICES. *
 * We are confident this NET DISCOUNTED SCHOOL and *
 * LIBRARY pricing structure, with free shipping & *
 * handling on all orders, is part of our commitment *
 * to offer the best books, in the best bindings, *
 * with the best terms to our customers. *

 * Your order contains various formats. Our Perma-Bound bindings are *
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 * manufacturers defect. *

26	16	PERMA-BOUND BOOKS	
		PERMA-BOUND BOOKS IN 4 SETS	313.10
		ORIGINAL PUBLISHERS	
		INVOICE TOTAL	313.10
		TRANSPORTATION AND INSURANCE	*FREE*
		FINAL TOTAL	313.10

BACK ORDER TO FOLLOW
 X

FINAL SHIPMENT

ORIGINAL INVOICE

Laken Sullivan
Lander County Fiscal Officer

**LANDER COUNTY COMMISSION
MEETING**

April 25, 2024

RATIFY

**Check #
223447**



Laken Sullivan - Fiscal Officer

Recorders Association of Nevada
2024 MEMBERSHIP DUES NOTICE

ANNUAL DUES ----- \$25.00

**PLEASE FILL OUT THE FOLLOWING INFORMATION
AND INCLUDE THIS FORM WHEN REMITTING DUES**

MEMBERS NAME Alexis Beiva

COUNTY AND TITLE Lander County Recorder

ADDRESS 50 State Route 305

CITY Battle mtn NV **ZIP** 89820

EMAIL ADDRESS recorder@landercountynv.org

CHECK # _____

Please make checks payable to:

Recorders Association of Nevada

Mail membership notice and checks to:

Recorders Association of Nevada

Attn: Mike Smales

571 Idaho St. Room 103

Elko, NV 89801

Telephone (775) 738-6526

Fax (775) 738-3299

Email -- recorder@elkocountynv.net

RECEIVED
MAR 29 2024
L.C. FINANCE

001-010-53260 AR

Recorders Association of Nevada
2024 MEMBERSHIP DUES NOTICE

ANNUAL DUES ----- \$25.00

**PLEASE FILL OUT THE FOLLOWING INFORMATION
AND INCLUDE THIS FORM WHEN REMITTING DUES**

MEMBERS NAME Kimberly Abrajan
COUNTY AND TITLE Lander County Deputy Recorder
ADDRESS 50 State Route 305
CITY Battle mtn NV **ZIP** 89820
EMAIL ADDRESS recorder2@landercounty.nv.org
CHECK # _____

Please make checks payable to:

Recorders Association of Nevada

Mail membership notice and checks to:

**Recorders Association of Nevada
Attn: Mike Smales
571 Idaho St. Room 103
Elko, NV 89801**

Telephone (775) 738-6526

Fax (775) 738-3299

Email -- recorder@elkocountynv.net

001-010-53260 R

Recorders Association of Nevada
2024 MEMBERSHIP DUES NOTICE

ANNUAL DUES ----- \$25.00

**PLEASE FILL OUT THE FOLLOWING INFORMATION
AND INCLUDE THIS FORM WHEN REMITTING DUES**

MEMBERS NAME Leann Prince

COUNTY AND TITLE Deputy Recorder Lander County

ADDRESS 50 State Route 305

CITY Battle Mtn NV **ZIP** 89820

EMAIL ADDRESS recorder1@landercounty.nv.org

CHECK # _____

Please make checks payable to:

Recorders Association of Nevada

Mail membership notice and checks to:

Recorders Association of Nevada

Attn: Mike Smales

571 Idaho St. Room 103

Elko, NV 89801

Telephone (775) 738-6526

Fax (775) 738-3299

Email -- recorder@elkocountynv.net

001-010-53260 PR

Laken Sullivan
Lander County, Fiscal Officer



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

DATE

Laken Sullivan

4/25/24

Fiscal Officer

LANDER COUNTY COMMISSION MEETING

April 25, 2024

APPROVE/DISAPPROVE

SUBMITTED EXPENDITURES IN THE AMOUNT OF \$647,296.67

From Check #223477-223579

EFT #44614478

Check Register

Lander County, NV

Packet: APPKT01537 - 4/25/24 COMM RUN

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP POOL OPERATING-AP POOL OPERATING						
003323	AMAZON CAPITAL SERVICES - A1F2E	04/25/2024	EFT	0.00	905.57	4461
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>19RH-VRX3-WX1</u>	Invoice	04/14/2024	ACCT# A1F28Y2RRSE204 COMMERCIAL T	0.00	905.57	
<u>001-013-53700</u>		PRISONERS MEALS	ACCT# A1F28Y2RRSE204 C		905.57	
002074	DELL MARKETING L.P.	04/25/2024	EFT	0.00	4,548.44	4462
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>10734144472</u>	Invoice	02/29/2024	CUST#51965268 DELL MOBILE PRO WIREL	0.00	26.24	
<u>300-068-53991</u>		MINOR EQUIP/FURNITUR	CUST#51965268 DELL MO		26.24	
<u>10734461610</u>	Invoice	03/01/2024	CUST#51965268 DELL LATITUDE BASE	0.00	1,442.50	
<u>300-068-53991</u>		MINOR EQUIP/FURNITUR	CUST#51965268 DELL LATI		1,442.50	
<u>10741426229</u>	Invoice	04/05/2024	CUST# 5424595 LAPTOP FOR DECTIVES	0.00	3,079.70	
<u>001-012-53991</u>		MINOR EQUIPMENT/FUR	CUST# 5424595 LAPTOP F		3,079.70	
210919	ELECTION SYSTEMS & SOFTWARE	04/25/2024	EFT	0.00	4,042.36	4463
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>CD2078859</u>	Invoice	02/27/2024	CUST#39078 BALLOT STOCK	0.00	92.36	
<u>001-002-53300</u>		ELECTION EXPENSE	CUST#39078 BALLOT STOC		92.36	
<u>CD2082624</u>	Invoice	03/28/2024	CUST#39078 SITE SUPPORT	0.00	3,950.00	
<u>001-002-53300</u>		ELECTION EXPENSE	CUST#39078 SITE SUPPOR		3,950.00	
207109	FIRST ADVANTAGE OHS	04/25/2024	EFT	0.00	431.68	4464
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>2507482403</u>	Invoice	03/31/2024	ACCT#947707 DRUG TESTS	0.00	431.68	
<u>001-035-53150</u>		COUNTY PHYSICALS	ACCT#947707 DRUG TESTS		431.68	
210108	JNM MATERIALS TESTING, LLC	04/25/2024	EFT	0.00	4,830.00	4465
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>22-13</u>	Invoice	04/06/2024	PROJ#PWP LA-2022-394 SAFE ROUTES TO	0.00	2,195.00	
<u>055-000-54010</u>		NEW FIXED ASSETS	05500054010-24-66 PROJ#PWP LA-2022-394 S		2,195.00	
<u>23-13</u>	Invoice	04/13/2024	SAFE ROUTS TO SCHOOL PHASE III	0.00	2,635.00	
<u>055-000-54010</u>		NEW FIXED ASSETS	05500054010-24-66 SAFE ROUTS TO SCHOOL P		2,635.00	
209879	QUEST MEDIA AND SUPPLIES, INC	04/25/2024	EFT	0.00	562.50	4466
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>555814</u>	Invoice	03/31/2024	CUST #9244 REMOTE ROUTER SWITCH	0.00	562.50	
<u>001-035-53200</u>		COMPUTER SERVICE	CUST #9244 REMOTE ROU		562.50	
210277	QUILL CORP - 572752	04/25/2024	EFT	0.00	160.91	4467
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>37811891</u>	Invoice	03/20/2024	ACCT# 572752 DATA STICK USB 10 PK	0.00	160.91	
<u>001-002-53920</u>		SERVICE AND SUPPLIES	ACCT# 572752 DATA STICK		160.91	
210281	QUILL CORP. - 1916052	04/25/2024	EFT	0.00	63.57	4468

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
37901025	Invoice	03/26/2024	ACCT# 1916052 STAPLER MOUSE PAD	0.00	63.57	
<u>001-023-53920</u>	SERVICE AND SUPPLIES		ACCT# 1916052 STAPLER		63.57	
210282	QUILL CORP. - 2527905	04/25/2024	EFT	0.00	468.63	4469
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
37509479	Invoice	03/01/2024	ACCT#2527905 OFFICE SUPPLIES	0.00	468.63	
<u>236-000-53920</u>	SERVICE AND SUPPLIES		ACCT#2527905 OFFICE SU		468.63	
210279	QUILL CORP. - 2564974	04/25/2024	EFT	0.00	59.98	4470
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
37860875	Invoice	03/25/2024	ACCT# 37860875 CREATIVE PEBBLE BLACK	0.00	59.98	
<u>001-010-53920</u>	SERVICE AND SUPPLIES		ACCT# 37860875 CREATIV		59.98	
210279	QUILL CORP. - 2564974	04/25/2024	EFT	0.00	45.99	4471
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
37880608	Invoice	03/26/2024	ACCT# 2564974 USB PORT	0.00	45.99	
<u>001-010-53920</u>	SERVICE AND SUPPLIES		ACCT# 2564974 USB PORT		45.99	
210283	QUILL CORP. - 6661576	04/25/2024	EFT	0.00	331.30	4472
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
37901119	Invoice	03/26/2024	ACCT#6661576 DAWN & BINDERS	0.00	331.30	
<u>002-065-53920</u>	SERVICE AND SUPPLIES		ACCT#6661576 DAWN & B		331.30	
210278	QUILL CORP. - 816090	04/25/2024	EFT	0.00	443.88	4473
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
37961037	Invoice	03/30/2024	ACCT# 816090 #10 PSW, 24#WW, 1ST	0.00	443.88	
<u>001-006-53920</u>	SERVICE AND SUPPLIES		ACCT# 816090 #10 PSW, 2		443.88	
210236	SHAWN D SCHACHT	04/25/2024	EFT	0.00	50.00	4474
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
4/5/24	Invoice	04/05/2024	VOLUNTEER STIPEND 1 RUN	0.00	50.00	
<u>001-016-51032</u>	VOLUNTEER STIPEND		VOLUNTEER STIPEND 1 RU		50.00	
003697	STATEFIRE DC SPECIALTIES	04/25/2024	EFT	0.00	105.00	4475
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
INV0000008756	Invoice	04/03/2024	CUST#LAND000009 MONITORING FIRE AL	0.00	105.00	
<u>001-009-53919</u>	SERVICES CONTRACT		CUST#LAND000009 MONI		105.00	
003697	STATEFIRE DC SPECIALTIES	04/25/2024	EFT	0.00	75.00	4476
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
NVMON0000049	Invoice	04/03/2024	CUST#LAND000003 MONITORING ALARM	0.00	75.00	
<u>001-009-53919</u>	SERVICES CONTRACT		CUST#LAND000003 MONI		75.00	
003697	STATEFIRE DC SPECIALTIES	04/25/2024	EFT	0.00	105.00	4477
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
NVMON0000049	Invoice	04/03/2024	CUST#UNRC000001 MONITORING FIRE AL	0.00	105.00	
<u>001-009-53919</u>	SERVICES CONTRACT		CUST#UNRC000001 MONI		105.00	
004994	SYSCO LAS VEGAS, INC.	04/25/2024	EFT	0.00	2,472.46	4478

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
417338395	Invoice	04/11/2024	CUST#008466 PRODUCE	0.00	2,472.46	
009-044-59251	RAW FOOD		CUST#008466 PRODUCE		1,258.32	
009-045-59251	RAW FOOD		CUST#008466 PRODUCE		1,214.14	
209932	A.M. ENGINEERING	04/25/2024	Regular	0.00	200,573.70	223477
307.000_20	Invoice	04/08/2024	PROJ#307.000 LC AUSTIN REALIGNMENT	0.00	190,300.00	
029-000-54010	NEW FIXED ASSETS	02900054010-24-37	PROJ#307.000 LC AUSTIN		190,300.00	
480.000_08	Invoice	04/08/2024	PROJ#480.000 SRS III CONT.- SAFE ROUTE	0.00	10,273.70	
055-000-54010	NEW FIXED ASSETS	05500054010-24-66	PROJ#480.000 SRS III CONT		10,273.70	
211394	ABDO PUBLISHING COMPANY	04/25/2024	Regular	0.00	4,680.05	223478
0034399	Invoice	03/14/2024	CUSTID#1685938 BOOKS	0.00	4,656.10	
052-062-53920	SERVICE AND SUPPLIES		CUSTID#1685938 BOOKS		4,656.10	
0035629	Invoice	03/26/2024	CUSTID#1685938 KIDS COOK BOOK	0.00	23.95	
052-062-53920	SERVICE AND SUPPLIES		CUSTID#1685938 KIDS CO		23.95	
209515	AMENS LAW LTD.	04/25/2024	Regular	0.00	680.00	223479
79594	Invoice	04/02/2024	COURT APPOINTED COUNSEL 15JV-DCV1	0.00	290.00	
001-020-53220	COURT APPOINTED COU		COURT APPOINTED COU		290.00	
79599	Invoice	04/02/2024	COURT APPOINTED COUNSEL 15JV-DVC1-	0.00	370.00	
001-020-53220	COURT APPOINTED COU		COURT APPOINTED COUN		370.00	
79607	Invoice	04/02/2024	COURT APPOINTED COUNSEL 15JV-DVC1-	0.00	20.00	
001-020-53220	COURT APPOINTED COU		COURT APPOINTED COUN		20.00	
000909	AMERICAN JAIL ASSOCIATION	04/25/2024	Regular	0.00	60.00	223480
27858	Invoice	04/10/2024	MEMBER ID 1793896 MEMBERSHIP RENE	0.00	60.00	
001-013-53920	SERVICE AND SUPPLIES		MEMBER ID 1793896 ME		60.00	
208866	AMPED-OUT-ELECTRICAL, LLC	04/25/2024	Regular	0.00	12,241.91	223481
4214	Invoice	02/14/2024	TROUBLESHOOT & REPAIR-HEATERS IN PU	0.00	1,552.02	
210-000-53880	REPAIR & MAINTENANC		TROUBLESHOOT & REPAIR-		1,552.02	
4216	Invoice	04/03/2024	REC CENTER-ADA DOOR	0.00	220.49	
052-055-53880	REPAIR & MAINTENANC		REC CENTER-ADA DOOR		220.49	
4217	Invoice	03/25/2024	REC CENTER-BOILER ROOM FIXED TEMP C	0.00	1,391.50	
001-009-53560	MAINTENANCE/CONTRA		REC CENTER-BOILER ROO		1,391.50	
4218	Invoice	04/09/2024	DUG OUTS/ BACKSTOP BM FIELDS PIPE, G	0.00	3,478.89	
052-053-54010	NEW FIXED ASSETS	05205354010-24-80	DUG OUTS/ BACKSTOP BM		3,478.89	
4219	Invoice	04/05/2024	TROUBLESHOOT & REPAIR-CASHMAN LIFT	0.00	210.00	
236-000-53880	REPAIR & MAINTENANC		TROUBLESHOOT & REPAIR-		210.00	
4220	Invoice	04/08/2024	GREAT BASIN COLLEGE-FIX HEATER	0.00	1,584.09	
001-009-53560	MAINTENANCE/CONTRA		GREAT BASIN COLLEGE-FIX		1,584.09	
4221	Invoice	04/10/2024	REPAIR HEATER AND AIR CONDITIONER W	0.00	457.79	
226-000-53880	REPAIR & MAINTENANC		REPAIR HEATER AND AIR C		457.79	
4224	Invoice	04/12/2024	CIVIC CENTER RESTROOM LIGHING	0.00	900.60	
001-009-53560	MAINTENANCE/CONTRA		CIVIC CENTER RESTROOM		900.60	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>4226</u>	Invoice	04/13/2024	COURTHOUSE PARKING LOT/BUILDING LI	0.00	2,446.53	
<u>001-009-53560</u>		MAINTENANCE/CONTRA	COURTHOUSE PARKINGLO		2,446.53	
209893	ANDREA LOWE	04/25/2024	Regular	0.00	50.00	223482
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>3/26/24</u>	Invoice	04/15/2024	VOLUNTEER STIPEND 1 RUN	0.00	50.00	
<u>001-016-51032</u>		VOLUNTEER STIPEND	VOLUNTEER STIPEND 1 RU		50.00	
002226	ARTISTIC FENCE CO. INC.	04/25/2024	Regular	0.00	395.00	223483
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>8516</u>	Invoice	04/10/2024	SERVICE CALL-ELECTRIC GATE HEALTH NU	0.00	395.00	
<u>001-009-53880</u>		REPAIR & MAINTENANC	SERVICE CALL-ELECTRIC GA		395.00	
210002	ASSESSED VALUATION SPECIALISTS	04/25/2024	Regular	0.00	1,600.00	223484
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>324</u>	Invoice	04/04/2024	CUST ID- LC ASSESSOR LAND REAPPRAISA	0.00	1,600.00	
<u>001-006-59205</u>		PROFESSIONAL SERVICES	CUST ID- LC ASSESSOR LAN		1,600.00	
208669	ASSOCIATION OF COUNTY TREASUR	04/25/2024	Regular	0.00	80.00	223485
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>4/11/24</u>	Invoice	04/11/2024	2024 MEMBERSHIP FEE-JOHNSON,DELGA	0.00	80.00	
<u>001-003-53260</u>		DUES AND SUBSCRIPTIO	2024 MEMBERSHIP FEE-JO		80.00	
210908	ASSOCIATION OF PUBLIC TREASURE	04/25/2024	Regular	0.00	299.00	223486
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>APRIL 4, 2024</u>	Invoice	04/04/2024	CPFIM TRAINING	0.00	299.00	
<u>001-003-53940</u>		TRAVEL AND TRAINING	CPFIM TRAINING		299.00	
211035	ATHENA HEALTH, INC	04/25/2024	Regular	0.00	400.00	223487
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>INV-528617</u>	Invoice	04/15/2024	CLIENT ID- 25723 % OF COLLECTIONS	0.00	400.00	
<u>003-040-59205</u>		PROFESSIONAL SERVICES	CLIENT ID- 25723 % OF CO		400.00	
000218	B M GENERAL HOSPITAL	04/25/2024	Regular	0.00	92.98	223488
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>32393C18353</u>	Invoice	04/01/2024	REF#397 DOS 03/21/24	0.00	92.98	
<u>001-035-53150</u>		COUNTY PHYSICALS	REF#397 DOS 03/21/24		92.98	
210996	BATTLE MOUNTAIN PLUMBING	04/25/2024	Regular	0.00	7,775.00	223489
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>4947723</u>	Invoice	04/08/2024	INSTALL PRESSURE TANK SEWER PLANT	0.00	7,590.00	
<u>236-000-53880</u>		REPAIR & MAINTENANC	INSTALL PRESSURE TANK S		7,590.00	
<u>4947742</u>	Invoice	04/14/2024	OUTSIDE DRAIN,CLEARED DEBRIS FROM A	0.00	185.00	
<u>001-009-53560</u>		MAINTENANCE/CONTRA	OUTSIDE DRAIN,CLEARED		185.00	
001275	BLUE MOON PORTABLES	04/25/2024	Regular	0.00	412.50	223490

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
634	Invoice	04/01/2024	UTILITIES	0.00	412.50	
<u>011-058-53980</u>	UTILITIES		UTILITIES		165.00	
<u>052-052-53980</u>	UTILITIES		UTILITIES		82.50	
<u>052-053-53980</u>	UTILITIES		UTILITIES		165.00	
211347	BM CAR WASH	04/25/2024	Regular	0.00	192.83	223491
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>APRIL 6, 2024</u>	Invoice	04/06/2024	CUST#2030 CHARGES JAN- MAR 2024	0.00	33.51	
<u>009-048-53350</u>	VEHICLE EXPENSE		CUST#2030 CHARGES JAN-		33.51	
<u>APRIL 6, 2024-1</u>	Invoice	04/06/2024	CUST#2023 CAR WASHES FOR 2024 1ST Q	0.00	159.32	
<u>001-012-53880</u>	REPAIR & MAINTENANC		CUST#2023 CAR WASHES F		159.32	
005003	BONANZA PRODUCE CO	04/25/2024	Regular	0.00	1,447.95	223492
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>03709584</u>	Invoice	04/05/2024	CUST#269500 PRODUCE	0.00	436.90	
<u>009-045-59251</u>	RAW FOOD		CUST#269500 PRODUCE		436.90	
<u>03710536</u>	Invoice	04/09/2024	CUST#269500 PRODUCE	0.00	171.16	
<u>009-045-59251</u>	RAW FOOD		CUST#269500 PRODUCE		171.16	
<u>03711455</u>	Invoice	04/12/2024	CUST# 269500 PRODUCE	0.00	485.49	
<u>009-045-59251</u>	RAW FOOD		CUST# 269500 PRODUCE		485.49	
<u>03712301</u>	Invoice	04/16/2024	CUST#269500 PRODUCE	0.00	354.40	
<u>009-045-59251</u>	RAW FOOD		CUST#269500 PRODUCE		354.40	
211395	BOUNCIN BINS DELIVERY INC	04/25/2024	Regular	0.00	2,704.92	223493
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>87649</u>	Invoice	04/11/2024	ROCK WALL,BUNGEE TRAMPOLINE	0.00	2,704.92	
<u>052-055-53923</u>	EVENTS		ROCK WALL,BUNGEE TRA		2,704.92	
211100	BOUND TREE MEDICAL LLC	04/25/2024	Regular	0.00	6,431.37	223494
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>85182629</u>	Invoice	12/11/2023	ACCT# 241594 IV CATHETER INTROCAN S	0.00	8.10	
<u>001-018-53920</u>	SERVICE AND SUPPLIES		ACCT# 241594 IV CATHETE		8.10	
<u>85251006</u>	Invoice	02/14/2024	ACCT#241594 MEDICAL SUPPLIES	0.00	869.81	
<u>001-018-53920</u>	SERVICE AND SUPPLIES		ACCT#241594 MEDICAL S		869.81	
<u>85260444</u>	Invoice	02/22/2024	ACCT#241594 MEDICAL SUPPLIES	0.00	1,786.33	
<u>001-018-53920</u>	SERVICE AND SUPPLIES		ACCT#241594 MEDICAL S		1,786.33	
<u>85272562</u>	Invoice	03/06/2024	ACCT#241594 MEDICAL SUPPLIES	0.00	119.50	
<u>001-018-53821</u>	PHARMACEUTICALS		ACCT#241594 MEDICAL S		119.50	
<u>85272563</u>	Invoice	03/06/2024	ACCT#241594 MEDICAL SUPPLIES	0.00	537.67	
<u>001-018-53821</u>	PHARMACEUTICALS		ACCT#241594 MEDICAL S		537.67	
<u>85273891</u>	Invoice	03/06/2024	ACCT#241594 MEDICAL SUPPLIES	0.00	1,454.17	
<u>001-018-53821</u>	PHARMACEUTICALS		ACCT#241594 MEDICAL S		1,454.17	
<u>85302759</u>	Invoice	04/03/2024	ACCT#241594 MEDICAL SUPPLIES	0.00	815.45	
<u>001-018-53920</u>	SERVICE AND SUPPLIES		ACCT#241594 MEDICAL S		815.45	
<u>85313244</u>	Invoice	04/12/2024	CUST# 241594 MEDICAL SUPPLIES	0.00	840.34	
<u>001-016-53920</u>	SERVICE AND SUPPLIES		CUST# 241594 MEDICAL S		840.34	
211129	CHAVIRA TREE TRIMMING	04/25/2024	Regular	0.00	900.00	223495

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
0950	Invoice	04/04/2024	STORM DAMAGE ON TREES- LIONS PARK	0.00	900.00	
001-009-53560	MAINTENANCE/CONTRA		STORM DAMAGE ON TREE		900.00	
211042	CIVICPLUS, LLC	04/25/2024	Regular	0.00	275.00	223496
297696	Invoice	06/01/2024	MUNICODE ADMINISTRATIVE SUPPORT F	0.00	275.00	
001-002-53155	COUNTY CODE BOOK		MUNICODE ADMINISTRATI		275.00	
210639	CLOUDSAFE GROUP LLC	04/25/2024	Regular	0.00	1,350.00	223497
INV1904	Invoice	03/01/2024	CLOUD BACKUP & RECOVERY SERVICE	0.00	1,350.00	
001-035-53200	COMPUTER SERVICE		CLOUD BACKUP & RECOVE		1,350.00	
210626	DELTA FIRE SYSTEMS, INC	04/25/2024	Regular	0.00	1,200.00	223498
DFS052733	Invoice	04/09/2024	CUST#262877 KITCHEN SYSTEM	0.00	600.00	
001-009-53919	SERVICES CONTRACT		CUST#262877 KITCHEN SY		600.00	
DFS052734	Invoice	04/09/2024	CUST#262877 KITCHEN SYSTEM	0.00	600.00	
001-009-53919	SERVICES CONTRACT		CUST#262877 KITCHEN SY		600.00	
004604	DESERT DISPOSAL	04/25/2024	Regular	0.00	5,400.00	223499
43X00031	Invoice	03/31/2024	ACCT#9231 TRASH REMOVAL	0.00	5,400.00	
011-059-53921	AUSTIN/KINGSTON OPER		ACCT#9231 TRASH REMOV		5,400.00	
209949	DESERT TRAILS VETERINARY SERVIC	04/25/2024	Regular	0.00	330.70	223500
41176	Invoice	03/15/2024	EMERGENCY VET APPT DOG CASE# 2403-	0.00	330.70	
001-014-53920	SERVICE AND SUPPLIES		EMERGENCY VET APPT DO		330.70	
210442	DLB SYSTEMS ASSOCIATES, INC.	04/25/2024	Regular	0.00	2,895.00	223501
D3946001	Invoice	03/25/2024	PRINTER MAINTENANCE	0.00	2,895.00	
001-035-53200	COMPUTER SERVICE		PRINTER MAINTENANCE		2,895.00	
210229	ELIZABETH LAYMAN	04/25/2024	Regular	0.00	470.18	223502
4/1-4/4/24	Invoice	04/15/2024	TRAVEL FORM- KARPEL DATA BASE TRAINI	0.00	470.18	
001-021-53940	TRAVEL AND TRAINING		TRAVEL FORM- KARPEL DA		470.18	
002076	ELIZABETH MACDONALD	04/25/2024	Regular	0.00	451.00	223503
3/31-4/5/24	Invoice	04/15/2024	TRAVEL FORM-KARPEL DATA BASE TRAINI	0.00	451.00	
001-021-53940	TRAVEL AND TRAINING		TRAVEL FORM-KARPEL DAT		451.00	
004467	ETCHEVERRYS FOOD TOWN	04/25/2024	Regular	0.00	1,836.11	223504
01-2510812	Invoice	03/12/2024	ACCT#159 DRINKS, VEGGIE TRAY,FRUIT TR	0.00	66.67	
001-002-53300	ELECTION EXPENSE		ACCT#159 DRINKS, VEGGIE		66.67	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>3/1/24-3/31/24</u> 001-018-53920	Invoice	03/01/2024	ACCT#484 DISH SOAP,BATTRIES	0.00	350.79	
			SERVICE AND SUPPLIES		350.79	
<u>3/1/24-3/31/24</u> 001-001-53920	Invoice	04/01/2024	ACCT#160 FRUIT & VEGGIE TRAYS, DONU	0.00	226.79	
			SERVICE AND SUPPLIES		226.79	
<u>MAR 2024</u> 001-013-53700	Invoice	04/01/2024	ACCT# 229 - KITCHEN - INMATE MEALS	0.00	1,191.86	
			PRISONERS MEALS		1,191.86	
005704	FLAG STORE SIGN & BANNER	04/25/2024	Regular	0.00	59.90	223505
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>INV-14097</u> 001-009-59260	Invoice	04/08/2024	ROTATING POLE	0.00	59.90	
			JANITORIAL		59.90	
001561	FLYERS ENERGY LLC	04/25/2024	Regular	0.00	7,656.48	223506
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>24-058468</u> 002-066-53360 011-058-53360 226-000-53360 236-000-53360	Invoice	03/27/2024	ACCT#731299 MOTOR OIL	0.00	2,772.61	
			GAS AND OIL		693.16	
			GAS AND OIL		693.15	
			GAS AND OIL		693.15	
			GAS AND OIL		693.15	
<u>CFS-3791798</u> 001-012-53360 001-014-53360	Invoice	03/31/2024	ACCT# 12008 FUEL	0.00	4,011.33	
			GAS AND OIL		3,877.62	
			GAS AND OIL		133.71	
<u>CFS-3796192</u> 226-000-53360 236-000-53360	Invoice	03/31/2024	ACCT#631303 FUEL	0.00	872.54	
			GAS AND OIL		436.27	
			GAS AND OIL		436.27	
004463	GEM STATE PAPER & SUPPLY CO	04/25/2024	Regular	0.00	2,235.11	223507
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>2045859-03</u> 001-009-59260	Invoice	04/11/2024	CUST#0200791 BODY WASH,TOWELS,TISS	0.00	388.03	
			JANITORIAL		388.03	
<u>2046666</u> 009-045-59253	Invoice	04/04/2024	CUST#0200791 PRODUCE	0.00	318.50	
			KITCHEN SUPPLIES		318.50	
<u>2046698</u> 002-066-53920 011-058-53920 052-052-53920 226-000-53920 236-000-53920	Invoice	04/11/2024	CUST# 0200791 COPY PAPER	0.00	1,033.06	
			SERVICE AND SUPPLIES		206.61	
			SERVICE AND SUPPLIES		206.62	
			SERVICE AND SUPPLIES		206.61	
			SERVICE AND SUPPLIES		206.61	
			SERVICE AND SUPPLIES		206.61	
<u>2046707</u> 001-012-53920	Invoice	04/04/2024	CUST#0200791 PAPER TOWELS, HAND SO	0.00	85.98	
			SERVICE AND SUPPLIES		85.98	
<u>2046833</u> 001-012-53920	Invoice	04/11/2024	CUST#0200791 TRASH BAGS PEROXY, CDC	0.00	409.54	
			SERVICE AND SUPPLIES		409.54	
210806	GENERAL FENCE, INC	04/25/2024	Regular	0.00	521.20	223508
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>9156</u> 025-000-53882	Invoice	04/10/2024	WOOD FOR TREES, TOP CAPS	0.00	521.20	
			TOWN BEAUTIFICATION		521.20	
000321	GRAINGER	04/25/2024	Regular	0.00	48.70	223509
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>9059138264</u> 001-013-53560	Invoice	03/20/2024	ACCT#840881981 SLOAN O RING PACK	0.00	48.70	
			MAINTENANCE/CONTRA		48.70	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
006901	H.E. HUNEWILL CONSTRUCTION CO.	04/25/2024	Regular	0.00	171,228.34	223510
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>340</u>	Invoice	03/31/2024	CUST#LC2 SAFE ROUTES SCHOOL PH III	0.00	171,228.34	
<u>055-000-54010</u>	NEW FIXED ASSETS	05500054010-24-66	CUST#LC2 SAFE ROUTES S		171,228.34	
000282	HIGH DESERT ENGINEERING, LLC	04/25/2024	Regular	0.00	875.00	223511
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>24119</u>	Invoice	04/01/2024	PROFESSIONAL LAND SURVEYOR-AUSTIN	0.00	875.00	
<u>029-000-54010</u>	NEW FIXED ASSETS	02900054010-24-37	PROFESSIONAL LAND SUR		875.00	
211066	HIGH SIERRA ELEVATOR INSPECTION	04/25/2024	Regular	0.00	738.99	223512
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>17528</u>	Invoice	03/29/2024	INSPECTIONS	0.00	738.99	
<u>001-009-53919</u>	SERVICES CONTRACT		INSPECTIONS		738.99	
209580	HILLTOP REFRIGERATION, INC	04/25/2024	Regular	0.00	10,681.05	223513
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>30385</u>	Invoice	03/18/2024	SUPPLY AND DELIVER NEW IR-10-XB INST	0.00	10,681.05	
<u>001-009-53560</u>	MAINTENANCE/CONTRA		SUPPLY AND DELIVER NEW		10,681.05	
210250	HOLLAND AUTO PARTS	04/25/2024	Regular	0.00	2,129.81	223514
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>15406-90787</u>	Invoice	04/01/2024	CUST#1000405 CUTTING WHEELS	0.00	38.44	
<u>002-066-53926</u>	EMERGENCY MAINTENA		CUST#1000405 CUTTING		38.44	
<u>15406-90923</u>	Invoice	04/03/2024	CUST#1000405 RAGS	0.00	46.15	
<u>002-066-53920</u>	SERVICE AND SUPPLIES		CUST#1000405 RAGS		46.15	
<u>15406-90924</u>	Invoice	04/03/2024	CUST#1000405 O RING	0.00	23.19	
<u>002-066-53926</u>	EMERGENCY MAINTENA		CUST#1000405 O RING		23.19	
<u>15406-91002</u>	Invoice	04/04/2024	CUST#1000405 FLITERS,BALL JOINTS,TIE R	0.00	488.07	
<u>002-066-53926</u>	EMERGENCY MAINTENA		CUST#1000405 FLITERS,BA		488.07	
<u>15406-91010</u>	Invoice	04/04/2024	CUST#1000405 CRIMP, WIRE BRUSH	0.00	33.98	
<u>002-066-53920</u>	SERVICE AND SUPPLIES		CUST#1000405 CRIMP, WI		33.98	
<u>15406-91015</u>	Invoice	04/04/2024	CUST#1000405 IGNITION SWITCH	0.00	18.22	
<u>002-066-53926</u>	EMERGENCY MAINTENA		CUST#1000405 IGNITION S		18.22	
<u>15406-91128</u>	Invoice	04/08/2024	TRUCK BOOSTER	0.00	299.99	
<u>001-018-53880</u>	REPAIR & MAINTENANC		TRUCK BOOSTER		299.99	
<u>15406-91160</u>	Invoice	04/08/2024	CUST#1000405 BALL JOINT	0.00	13.44	
<u>002-066-53926</u>	EMERGENCY MAINTENA		CUST#1000405 BALL JOINT		13.44	
<u>15406-91194</u>	Invoice	04/09/2024	CUST#1000405 BALL JOINT KIT,OIL	0.00	420.20	
<u>002-066-53926</u>	EMERGENCY MAINTENA		CUST#1000405 BALL JOINT		420.20	
<u>15406-91296</u>	Invoice	04/10/2024	CUST#1001820 HOSE	0.00	52.92	
<u>011-058-53880</u>	REPAIR & MAINTENANC		CUST#1001820 HOSE		52.92	
<u>15406-91305</u>	Invoice	04/10/2024	CUST#1000405 GLOVES	0.00	43.04	
<u>002-066-53920</u>	SERVICE AND SUPPLIES		CUST#1000405 GLOVES		43.04	
<u>15406-91332</u>	Invoice	04/10/2024	CUST#1000405 SPARK PLUG	0.00	8.02	
<u>002-066-53926</u>	EMERGENCY MAINTENA		CUST#1000405 SPARK PLU		8.02	
<u>15406-91333</u>	Credit Memo	04/10/2024	CUST#1000405 CREDIT	0.00	-8.02	
<u>002-066-53926</u>	EMERGENCY MAINTENA		CUST#1000405 CREDIT		-8.02	
<u>15406-91385</u>	Invoice	04/11/2024	CUST#1000405 OIL PAD	0.00	8.69	
<u>002-066-53920</u>	SERVICE AND SUPPLIES		CUST#1000405 OIL PAD		8.69	
<u>15406-91462</u>	Invoice	04/12/2024	CUST# 1001820 TAPE,CLAMPS,ANITFREEZ	0.00	197.23	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>011-058-53880</u>		REPAIR & MAINTENANC	CUST# 1001820 TAPE,CLA		197.23	
15406-91470	Credit Memo	04/12/2024	CUST#1001820 CREDIT	0.00	-43.95	
<u>011-058-53880</u>		REPAIR & MAINTENANC	CUST#1001820 CREDIT		-43.95	
15406-91505	Invoice	04/12/2024	CUST#1001820 CLAMP	0.00	14.35	
<u>011-058-53880</u>		REPAIR & MAINTENANC	CUST#1001820 CLAMP		14.35	
15406-91585	Invoice	04/15/2024	CUST#1000405 OIL PAD	0.00	99.74	
<u>002-066-53920</u>		SERVICE AND SUPPLIES	CUST#1000405 OIL PAD		99.74	
15406-91611	Invoice	04/15/2024	CUST# 1000405 MED FLAP	0.00	17.78	
<u>002-066-53926</u>		EMERGENCY MAINTENA	CUST# 1000405 MED FLAP		17.78	
15406-91653	Invoice	04/16/2024	CUST#1000405 SEAL ASSEMBLY, U JOINTS	0.00	243.48	
<u>236-000-53880</u>		REPAIR & MAINTENANC	CUST#1000405 SEAL ASSE		243.48	
15406-91658	Invoice	04/16/2024	CUST#1000405 SEAL ASSEMBLY	0.00	103.46	
<u>236-000-53880</u>		REPAIR & MAINTENANC	CUST#1000405 SEAL ASSE		103.46	
15406-91659	Invoice	04/16/2024	CUST#1000405 CLOTH	0.00	11.39	
<u>002-066-53920</u>		SERVICE AND SUPPLIES	CUST#1000405 CLOTH		11.39	
211088	**Void**	04/25/2024	Regular	0.00	0.00	223515
	HOUSE2HOME FASHIONS LLC	04/25/2024	Regular	0.00	9,710.00	223516
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
4/9/24	Invoice	04/09/2024	SHADES	0.00	9,710.00	
<u>052-062-53560</u>		MAINT/CONTRCT AGREE	SHADES		9,710.00	
001619	INLAND SUPPLY CO INC	04/25/2024	Regular	0.00	415.03	223517
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
2031849 00	Invoice	03/06/2024	CUST#0200645 CLEANING SUPPLIES	0.00	265.68	
<u>052-057-53920</u>		SERVICE AND SUPPLIES	CUST#0200645 CLEANING		265.68	
2031966-00	Invoice	03/13/2024	CUST#0200645 FRAGRANCE REFILL	0.00	75.19	
<u>052-057-53920</u>		SERVICE AND SUPPLIES	CUST#0200645 FRAGRANC		75.19	
2031987-01	Invoice	03/14/2024	CUST#0200645 VIBE PRO REFILL	0.00	74.16	
<u>052-057-53920</u>		SERVICE AND SUPPLIES	CUST#0200645 VIBE PRO R		74.16	
211398	JACK'S SMALL ENGINE	04/25/2024	Regular	0.00	87.88	223518
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
5175404	Invoice	03/21/2024	FILTER & PUMP HEAD	0.00	87.88	
<u>002-065-53372</u>		WEED CONTROL	FILTER & PUMP HEAD		87.88	
001802	JEFF'S DIGITEX PRINTING	04/25/2024	Regular	0.00	848.80	223519
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
71055	Invoice	04/08/2024	WINDOW ENVELOPES	0.00	848.80	
<u>001-003-53680</u>		PRINTING	WINDOW ENVELOPES		848.80	
210223	JESSI AMES	04/25/2024	Regular	0.00	459.88	223520
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
MAY 20-23, 2024	Invoice	04/11/2024	MARSHALL & SWIFT CLASS FALLON NEVA	0.00	459.88	
<u>001-006-53940</u>		TRAVEL AND TRAINING	MARSHALL & SWIFT CLASS		459.88	
211396	JOSE & SHEILA GONZALEZ	04/25/2024	Regular	0.00	665.00	223521
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
APRIL 4, 2024	Invoice	04/04/2024	OVERPAYMENT PARCEL 011-040-35	0.00	665.00	
<u>001-000-31045</u>		REFUNDS	OVERPAYMENT PARCEL 01		665.00	
208538	J-U-B ENGINEERS, INC.	04/25/2024	Regular	0.00	20,005.59	223522

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
0171943	Invoice	04/10/2024	PROJ#45-24-001 PROFESSIONAL SERVICES	0.00	20,005.59	
380-000-53947	FAA BATTLE MTN. GRA	38000053947-24-10	PROJ#45-24-001 PROFESSI		20,005.59	
211332	K&C,CPAS	04/25/2024	Regular	0.00	1,657.50	223523
4850	Invoice	04/08/2024	ACCOUNTING SERVICES DEC 2023-MARC	0.00	1,657.50	
001-003-59205	PROFESSIONAL SERVICES		ACCOUNTING SERVICES DE		1,300.00	
001-007-59205	PROFESSIONAL SERVICES		ACCOUNTING SERVICES DE		357.50	
001836	KIEFER AQUATICS	04/25/2024	Regular	0.00	3,960.00	223524
001391533	Invoice	03/20/2024	ACCT#W261021 FOREVER GUARD CHAIR	0.00	3,960.00	
052-055-54010	NEW FIXED ASSETS		ACCT#W261021 FOREVER		3,960.00	
208607	KINGS KUSTOM EMBROIDERY	04/25/2024	Regular	0.00	362.20	223525
3057	Invoice	03/29/2024	CLOTHES	0.00	362.20	
001-005-53920	SERVICE AND SUPPLIES		CLOTHES		362.20	
000702	L C SHERIFFS OFFICE	04/25/2024	Regular	0.00	569.86	223526
2548	Invoice	03/27/2024	TASER	0.00	569.86	
001-023-53920	SERVICE AND SUPPLIES		TASER		569.86	
210483	LANDER HARDWARE LLC	04/25/2024	Regular	0.00	1,800.50	223527
685324	Invoice	03/27/2024	CUST# 145500 ELBOW, BUSHING,CEMENT	0.00	18.57	
226-000-53880	REPAIR & MAINTENANC		CUST# 145500 ELBOW, BU		18.57	
685328	Invoice	03/27/2024	CUST#145500 COUPLERS	0.00	17.98	
226-000-53880	REPAIR & MAINTENANC		CUST#145500 COUPLERS		17.98	
685341	Invoice	03/28/2024	CSUT#145500 TREES	0.00	211.55	
002-065-59500	SPECIAL PROJECTS		CSUT#145500 TREES		211.55	
685343	Invoice	03/28/2024	CUST#145500 TREES	0.00	8.59	
002-065-59500	SPECIAL PROJECTS		CUST#145500 TREES		8.59	
685348	Invoice	03/28/2024	CUST#145500 TRANSFER PUMP	0.00	109.99	
226-000-53880	REPAIR & MAINTENANC		CUST#145500 TRANSFER P		109.99	
685396	Invoice	04/01/2024	CUST#145500 TORCH	0.00	44.98	
002-066-53926	EMERGENCY MAINTENA		CUST#145500 TORCH		44.98	
685408	Invoice	04/02/2024	CUST#145500 WEED SPRAY	0.00	429.99	
052-053-53920	SERVICE AND SUPPLIES		CUST#145500 WEED SPRA		429.99	
685429	Invoice	04/03/2024	CUST#145500 TRUFUEL	0.00	62.93	
052-052-53360	GAS AND OIL		CUST#145500 TRUFUEL		62.93	
685431	Invoice	04/03/2024	CUST#145500 KEYS	0.00	3.50	
001-009-53880	REPAIR & MAINTENANC		CUST#145500 KEYS		3.50	
685433	Invoice	04/03/2024	CUST#145500 PUSH BROOM	0.00	44.99	
236-000-53920	SERVICE AND SUPPLIES		CUST#145500 PUSH BROO		44.99	
685441	Invoice	04/03/2024	CUST#145500 MARKING PAINT	0.00	19.98	
226-000-53920	SERVICE AND SUPPLIES		CUST#145500 MARKING P		19.98	
685443	Invoice	04/03/2024	CUST#145500 COUPLERS	0.00	6.76	
226-000-53880	REPAIR & MAINTENANC		CUST#145500 COUPLERS		6.76	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>685451</u>	Invoice	04/03/2024	CUST#145500 TEES,ELBOWS,CLAMPS	0.00	20.52	
<u>052-053-53880</u>		REPAIR & MAINTENANC	CUST#145500 TEES,ELBO		20.52	
<u>685463</u>	Invoice	04/03/2024	CUST#145500 TIE DOWNS	0.00	32.99	
<u>236-000-53920</u>		SERVICE AND SUPPLIES	CUST#145500 TIE DOWNS		32.99	
<u>685467</u>	Invoice	04/10/2024	CUST# 145500 LIQUID NAILS	0.00	16.57	
<u>052-052-53880</u>		REPAIR & MAINTENANC	CUST# 145500 LIQUID NAI		16.57	
<u>685475</u>	Invoice	04/04/2024	CUST#145500	0.00	504.81	
<u>002-065-59500</u>		SPECIAL PROJECTS	CUST#145500		504.81	
<u>685525</u>	Invoice	04/08/2024	CUST# 145500 FLAGGING TAPE	0.00	8.58	
<u>236-000-53920</u>		SERVICE AND SUPPLIES	CUST# 145500 FLAGGING		8.58	
<u>685533</u>	Invoice	04/08/2024	CUST# 145500 KEYS	0.00	3.50	
<u>011-058-53920</u>		SERVICE AND SUPPLIES	CUST# 145500 KEYS		3.50	
<u>685583</u>	Invoice	04/10/2024	CUST# 145500 CAP	0.00	7.98	
<u>226-000-53880</u>		REPAIR & MAINTENANC	CUST# 145500 CAP		7.98	
<u>685603</u>	Invoice	04/10/2024	CUST# 145500 LONG NOSE PLIERS	0.00	18.99	
<u>236-000-53880</u>		REPAIR & MAINTENANC	CUST# 145500 LONG NOSE		18.99	
<u>685612</u>	Invoice	04/11/2024	CUST# 145500 PIPE, ADAPTER	0.00	9.83	
<u>226-000-53880</u>		REPAIR & MAINTENANC	CUST# 145500 PIPE, ADAP		9.83	
<u>685624</u>	Invoice	04/11/2024	CUST#145500 ADAPTER,POWER CORD	0.00	40.97	
<u>001-018-53880</u>		REPAIR & MAINTENANC	CUST#145500 ADAPTER,P		40.97	
<u>685685</u>	Invoice	04/15/2024	CUST# 145500 WEED KILLER	0.00	29.98	
<u>052-053-53880</u>		REPAIR & MAINTENANC	CUST# 145500 WEED KILLE		29.98	
<u>685712</u>	Invoice	04/16/2024	CUST# 145500 WEED KILLER	0.00	125.97	
<u>052-052-53880</u>		REPAIR & MAINTENANC	CUST# 145500 WEED KILLE		125.97	
	Void	04/25/2024	Regular	0.00	0.00	223528
208913	LEXISNEXIS RISK SOLUTIONS	04/25/2024	Regular	0.00	200.00	223529
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>1516826-202433</u>	Invoice	03/31/2024	BILLING ID#8407932 MARCH 2024 MIN. C	0.00	200.00	
<u>001-024-53920</u>		SERVICE AND SUPPLIES	BILLING ID#8407932 MARC		200.00	
211135	LILYVETH MAHON	04/25/2024	Regular	0.00	917.21	223530
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>MAY 20-23, 2024</u>	Invoice	04/11/2024	TRAVEL FORM-MARSHALL & SWIFT CLASS	0.00	917.21	
<u>001-006-53940</u>		TRAVEL AND TRAINING	TRAVEL FORM-MARSHALL		917.21	
211046	MARIA C. DAVIS	04/25/2024	Regular	0.00	680.00	223531
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>24-67</u>	Invoice	03/30/2024	INTERPRETER	0.00	680.00	
<u>001-020-53460</u>		INTERPRETERS	INTERPRETER		680.00	
000256	MAX W. BUNCH	04/25/2024	Regular	0.00	1,600.00	223532
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>11/28/23-4/10/2</u>	Invoice	04/17/2024	COURT COVERAGE	0.00	1,600.00	
<u>001-023-53940</u>		TRAVEL AND TRAINING	COURT COVERAGE		1,600.00	
207666	METROQUIP. INC.	04/25/2024	Regular	0.00	251.25	223533
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>P26268</u>	Invoice	04/11/2024	ACCT# LANDE001 IGNITION SWITCH	0.00	251.25	
<u>002-066-53926</u>		EMERGENCY MAINTENA	ACCT# LANDE001 IGNITIO		251.25	
211397	MICHAEL MACDONALD	04/25/2024	Regular	0.00	495.90	223534

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>3/31-4/5/24</u> <u>001-021-53940</u>	Invoice	04/15/2024	TRAVEL FORM- KARPEL DATA	0.00	495.90	
			TRAVEL AND TRAINING		495.90	
211399	MICROTRACE LLC	04/25/2024	Regular	0.00	2,000.00	223535
<u>24-5334-1</u> <u>001-012-53920</u>	Invoice	04/11/2024	ANALYSIS OF 2 COTTON SWABS GUNSHOT	0.00	2,000.00	
			SERVICE AND SUPPLIES		2,000.00	
002500	MIDWAY MARKET	04/25/2024	Regular	0.00	1,026.30	223536
<u>3/1/24-3/31/24-</u> <u>052-055-53920</u>	Invoice	03/01/2024	ACCT#1313 WIPES, WATER, CHOCALATE	0.00	42.13	
			SERVICE AND SUPPLIES		42.13	
<u>MARCH 2024</u> <u>001-013-53700</u>	Invoice	03/31/2024	ACCT# 1134 INMATE MEALS	0.00	984.17	
			PRISONERS MEALS		984.17	
000604	MILLS PHARMACY	04/25/2024	Regular	0.00	132.90	223537
<u>MARCH 2024</u> <u>001-013-53720</u>	Invoice	04/03/2024	ACCT# 26-0 INMATE MEDICAL	0.00	132.90	
			PRISONERS MEDICAL		132.90	
211313	MIRANDA TREMAYNE	04/25/2024	Regular	0.00	120.60	223538
<u>04/17/2024</u> <u>001-008-53961</u>	Invoice	04/17/2024	TRAVEL - PLANNING COMMISSION MEETI	0.00	120.60	
			TRAVEL-PLANNING COM		120.60	
208966	MITY-LITE, INC.	04/25/2024	Regular	0.00	3,685.48	223539
<u>00173344</u> <u>052-057-53991</u>	Invoice	04/03/2024	CUST#517903 LONG TABLES	0.00	3,685.48	
			MINOR EQUIPMENT/FUR		3,685.48	
211202	MODERN MARKETING	04/25/2024	Regular	0.00	228.20	223540
<u>MMI155947</u> <u>052-062-53920</u>	Invoice	03/12/2024	CUST#M7756352534 COLORING BOOKS	0.00	228.20	
			SERVICE AND SUPPLIES		228.20	
209979	NAPA AUTO PARTS	04/25/2024	Regular	0.00	1,044.72	223541
<u>473344</u> <u>002-066-53926</u>	Invoice	01/11/2024	CUST#52703 FUSE, PLIERS	0.00	19.75	
			EMERGENCY MAINTENA		19.75	
<u>474056</u> <u>002-066-53926</u>	Credit Memo	01/25/2024	CUST#52703 CREDIT	0.00	-10.80	
			EMERGENCY MAINTENA		-10.80	
<u>477375</u> <u>011-058-53880</u>	Invoice	03/26/2024	CUST#52703 BATTERY, ANITFREEZE	0.00	53.43	
			REPAIR & MAINTENANC		53.43	
<u>477505</u> <u>002-065-53880</u>	Invoice	03/28/2024	CUST#52703 FITTINGS & TIRE TACKLE	0.00	81.46	
			REPAIR & MAINTENANC		81.46	
<u>477778</u> <u>052-052-53880</u>	Invoice	04/02/2024	CUST#52703 BOLT,BATTERY	0.00	154.47	
			REPAIR & MAINTENANC		154.47	
<u>477831</u> <u>052-052-53360</u>	Invoice	04/03/2024	CUST#52703 4 CYCLE	0.00	21.98	
			GAS AND OIL		21.98	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>477835</u>	Credit Memo	04/03/2024	CUST#52703 CREDIT	0.00	-32.40	
<u>011-058-53880</u>		REPAIR & MAINTENANC	CUST#52703 CREDIT		-32.40	
<u>477856</u>	Invoice	04/03/2024	CSUT#52703 COUPLING	0.00	9.50	
<u>226-000-53880</u>		REPAIR & MAINTENANC	CSUT#52703 COUPLING		9.50	
<u>477911</u>	Invoice	04/04/2024	CUST#52703 4 CYCLE	0.00	236.78	
<u>052-052-53360</u>		GAS AND OIL	CUST#52703 4 CYCLE		236.78	
<u>477943</u>	Invoice	04/04/2024	CUST# 52703 REPAIR & MAINTENANCE F	0.00	288.54	
<u>002-065-53880</u>		REPAIR & MAINTENANC	CUST# 52703 REPAIR & M		288.54	
<u>477944</u>	Invoice	04/04/2024	CUST# 52703 REPAIR & MAINTENANCE W	0.00	61.21	
<u>012-065-53880</u>		REPAIR & MAINTENANC	CUST# 52703 REPAIR & M		61.21	
<u>477994</u>	Invoice	04/05/2024	CUST# 52703 SAFETY GLASSES EYEWEAR	0.00	22.41	
<u>001-005-59373</u>		SAFETY EXPENSES	CUST# 52703 SAFETY GLAS		22.41	
<u>478015</u>	Invoice	04/05/2024	CUST# 52388 CHARGER MAINTAINER	0.00	43.99	
<u>001-017-53920</u>		SERVICE AND SUPPLIES	CHARGER MAINTAINER		43.99	
<u>478127</u>	Invoice	04/08/2024	CUST#52703 WIPER BLADE	0.00	26.98	
<u>001-009-53920</u>		SERVICE AND SUPPLIES	CUST#52703 WIPER BLADE		26.98	
<u>478211</u>	Invoice	04/09/2024	CUST# 52703 FILTERS, OIL, TARP STRAP, EL	0.00	67.42	
<u>002-066-53926</u>		EMERGENCY MAINTENA	CUST# 52703 FILTERS, OIL,		67.42	
210203	NEVADA ASSESSORS' ASSOCIATION	04/25/2024	Regular	0.00	400.00	223542
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>MAY 20-23, 2024</u>	Invoice	04/11/2024	MARSHALL & SWIFT CLASS-JESSI AMES	0.00	200.00	
<u>001-006-53940</u>		TRAVEL AND TRAINING	MARSHALL & SWIFT CLASS		200.00	
<u>MYA 20-23, 2024</u>	Invoice	04/11/2024	MARSHALL & SWIFT CLASS- LILYVETH MA	0.00	200.00	
<u>001-006-53940</u>		TRAVEL AND TRAINING	MARSHALL & SWIFT CLASS		200.00	
209404	NEVADA ENERGY SYSTEMS, INC.	04/25/2024	Regular	0.00	6,832.30	223543
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>17616</u>	Invoice	04/05/2024	TECHNICAL SERVICE TIME-SURGE PROTEC	0.00	6,832.30	
<u>300-068-54010</u>		NEW FIXED ASSETS	TECHNICAL SERVICE TIME-		6,832.30	
210698	NEVADA HEALTH CENTERS, INC.	04/25/2024	Regular	0.00	737.05	223544
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>ARINV002579</u>	Invoice	03/31/2024	CSUT#CUST000060 RENT	0.00	737.05	
<u>020-000-59566</u>		CLINIC GRANT	CSUT#CUST000060 RENT		737.05	
209646	NEVADA SMALL ENGINES	04/25/2024	Regular	0.00	97.56	223545
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>67142</u>	Invoice	02/08/2024	FILES	0.00	97.56	
<u>002-065-53880</u>		REPAIR & MAINTENANC	FILES		97.56	
207606	NV DEPT. OF PUBLIC SAFETY	04/25/2024	Regular	0.00	1,127.00	223546
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>66634</u>	Invoice	04/01/2024	CUST#880205 FINGERS PRINTS	0.00	402.50	
<u>001-012-53920</u>		SERVICE AND SUPPLIES	CUST#880205 FINGERS PRI		402.50	
<u>66636</u>	Invoice	04/01/2024	CUST#880216 FINGER PRINTS	0.00	724.50	
<u>001-035-53150</u>		COUNTY PHYSICALS	CUST#880216 FINGER PRI		724.50	
002819	O.P.I.	04/25/2024	Regular	0.00	10,683.99	223547

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
AR319303	Invoice	03/28/2024	ACCT#557 CONTRACT OVERAGE CHARGE	0.00	114.54	
<u>001-006-53260</u>			DUES AND SUBSCRIPTIO		114.54	
AR319446	Invoice	04/01/2024	ACCT# LC13 CONTRACT OVERAGE 3/2-4/1	0.00	310.71	
<u>001-001-53920</u>			SERVICE AND SUPPLIES		310.71	
AR319580	Invoice	04/04/2024	ACCT#559 CONTRACT OVERAGE CHARGE	0.00	387.72	
<u>001-009-53919</u>			SERVICES CONTRACT		387.72	
AR319596	Invoice	04/04/2024	ACCT# LC04 CONTRACT OVERAGE 3/2-4/1	0.00	0.92	
<u>001-007-53920</u>			SERVICE AND SUPPLIES		0.92	
AR319760	Invoice	04/09/2024	ACT# LC13 KONICA MINOLTA C650i - AA7	0.00	9,477.00	
<u>300-068-54010</u>			NEW FIXED ASSETS		9,477.00	
AR319761	Invoice	04/09/2024	ACCT# LC13 BASE RATE CHARGE 4/4-5/3/	0.00	39.99	
<u>001-001-53920</u>			SERVICE AND SUPPLIES		39.99	
AR319768	Invoice	04/09/2024	ACCT# 570 CONTRACT BASE CRG 4/11-5/	0.00	19.99	
<u>001-013-53919</u>			SERVICES CONTRACT		19.99	
AR319788	Invoice	04/10/2024	ACCT# 557 CONTRACT OVERAGE 3/12-4/1	0.00	32.61	
<u>001-006-53920</u>			SERVICE AND SUPPLIES		32.61	
AR319908	Invoice	04/12/2024	ACCT# 570 CONTRACT BASE CRG 3/6-4/5	0.00	39.99	
<u>001-012-53560</u>			MAINTENANCE/CONTRA		39.99	
AR319921	Invoice	04/12/2024	ACCT# 570 CONTRACT BASE CRG 4/6-5/5	0.00	39.99	
<u>001-012-53560</u>			MAINTENANCE/CONTRA		39.99	
AR319939	Invoice	04/12/2024	ACCT#LC05 CONTRACT OVERAGE CHARGE	0.00	220.53	
<u>001-003-53920</u>			SERVICE AND SUPPLIES		220.53	
211185	OTC BRANDS, INC	04/25/2024	Regular	0.00	786.65	223548
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>727956827-01</u>	Invoice	04/08/2024	CHRISTMAS TOYS,ANIMALS	0.00	786.65	
<u>052-055-53920</u>			SERVICE AND SUPPLIES		786.65	
211349	OVERDRIVE INC	04/25/2024	Regular	0.00	210.40	223549
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>15708C0241068</u>	Invoice	04/05/2024	CUST ID 15708-0001 EBOOK AUDIO BOOK	0.00	210.40	
<u>052-062-53920</u>			SERVICE AND SUPPLIES		210.40	
003161	PAPE MACHINERY, INC. POWERPLAI	04/25/2024	Regular	0.00	623.95	223550
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>15169489</u>	Invoice	04/02/2024	CUST# 1114999 WINDOW PANE	0.00	623.95	
<u>002-066-53926</u>			EMERGENCY MAINTENA		623.95	
209534	PERSHING COUNTY	04/25/2024	Regular	0.00	221.96	223551
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>04/10/24</u>	Invoice	04/10/2024	REIMBURSED OFFICE SUPPLIES	0.00	221.96	
<u>001-020-53920</u>			SERVICE AND SUPPLIES		221.96	
207363	PHARMCHEM, INC.	04/25/2024	Regular	0.00	411.95	223552
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>INV431049</u>	Invoice	03/31/2024	ACCT# 180500001 SWEAT PATCH ANALYSI	0.00	411.95	
<u>284-000-53920</u>			SERVICE AND SUPPLIES		411.95	
209822	POINT S BATTLE MTN TIRE & AUTO!	04/25/2024	Regular	0.00	8,768.94	223553

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>1105347</u>	Invoice	04/05/2024	FLAT REPAIR	0.00	32.00	
<u>002-066-53926</u>	EMERGENCY MAINTENA		FLAT REPAIR		32.00	
<u>1105367</u>	Invoice	04/03/2024	EX76384 2019 CHEVY TAHOE - WATERPU	0.00	1,177.23	
<u>001-012-53880</u>	REPAIR & MAINTENANC		EX76384 2019 CHEVY TAH		1,177.23	
<u>1105528</u>	Invoice	04/09/2024	EX60698 DIESEL LOF SCT PROGRAMMER	0.00	2,577.42	
<u>001-018-53880</u>	REPAIR & MAINTENANC		EX60698 DIESEL LOF SCT P		2,577.42	
<u>1105666</u>	Invoice	04/02/2024	EX48633 2008 GMC SIERRA - 4 SHOCKS RI	0.00	1,241.55	
<u>002-066-53926</u>	EMERGENCY MAINTENA		EX48633 2008 GMC SIERR		1,241.55	
<u>1105754</u>	Invoice	12/24/2041	EX78189 BASIC LOF, AIR FILTER, AUNGNME	0.00	230.95	
<u>001-012-53880</u>	REPAIR & MAINTENANC		EX78189 BASIC LOF, AIR FIL		230.95	
<u>1105882</u>	Invoice	04/05/2024	EX21094 KENWROTH NEW TIRES	0.00	3,401.04	
<u>002-066-53926</u>	EMERGENCY MAINTENA		EX21094 KENWROTH NEW		3,401.04	
<u>1105934</u>	Invoice	04/09/2024	EX21094 REPAIR FLAT	0.00	40.00	
<u>002-066-53926</u>	EMERGENCY MAINTENA		EX21094 REPAIR FLAT		40.00	
<u>1106144</u>	Invoice	04/16/2024	EX60691 OIL CHANGE	0.00	68.75	
<u>001-018-53880</u>	REPAIR & MAINTENANC		EX60691 OIL CHANGE		68.75	
211141	POSEIDON TECHNOLOGIES INC	04/25/2024	Regular	0.00	11,900.00	223554
<u>Payable #</u>	<u>Payable Type</u>	<u>Payable Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Project Account Key</u>	<u>Item Description</u>	<u>Dist Amount</u>		
<u>SI246000002</u>	Invoice	03/31/2024	CUST #SH24000003 MAINT. POSEIDON SY	0.00	11,900.00	
<u>052-055-53880</u>	REPAIR & MAINTENANC		CUST #SH24000003 MAINT		11,900.00	
207450	RUBY MOUNTAIN WATER CO	04/25/2024	Regular	0.00	334.00	223555
<u>Payable #</u>	<u>Payable Type</u>	<u>Payable Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Project Account Key</u>	<u>Item Description</u>	<u>Dist Amount</u>		
<u>101041R</u>	Invoice	03/25/2024	LC CIVIC CENTER - WATER	0.00	26.00	
<u>052-057-53920</u>	SERVICE AND SUPPLIES		LC CIVIC CENTER - WATER		26.00	
<u>1062042</u>	Invoice	04/04/2024	LC ARGENTA JUSTICE COURT - WATER	0.00	28.50	
<u>001-023-53920</u>	SERVICE AND SUPPLIES		LC ARGENTA JUSTICE COU		28.50	
<u>1062043</u>	Invoice	04/04/2024	LC TREASURER - WATER	0.00	11.50	
<u>001-003-53920</u>	SERVICE AND SUPPLIES		LC TREASURER - WATER		11.50	
<u>1062044</u>	Invoice	04/04/2024	LC CLERK - WATER	0.00	20.00	
<u>001-002-53920</u>	SERVICE AND SUPPLIES		LC CLERK - WATER		20.00	
<u>1062045</u>	Invoice	04/04/2024	LC RECORDER - WATER	0.00	20.00	
<u>001-010-53920</u>	SERVICE AND SUPPLIES		LC RECORDER - WATER		20.00	
<u>1062097</u>	Invoice	04/04/2024	LC ASSESSOR - WATER	0.00	20.00	
<u>001-006-53920</u>	SERVICE AND SUPPLIES		LC ASSESSOR - WATER		20.00	
<u>1062110</u>	Invoice	04/04/2024	LC FINANCE - WATER	0.00	62.50	
<u>001-001-53920</u>	SERVICE AND SUPPLIES		LC FINANCE - WATER		34.00	
<u>001-005-53920</u>	SERVICE AND SUPPLIES		LC FINANCE - WATER		28.50	
<u>1062111</u>	Invoice	04/04/2024	LC SHERIFF DEPT- WATER	0.00	28.50	
<u>001-012-53920</u>	SERVICE AND SUPPLIES		LC SHERIFF DEPT- WATER		28.50	
<u>1062120</u>	Invoice	04/04/2024	LC PUBLIC WORKS - COFFEE	0.00	77.00	
<u>002-066-53920</u>	SERVICE AND SUPPLIES		LC PUBLIC WORKS - COFFE		38.50	
<u>011-058-53920</u>	SERVICE AND SUPPLIES		LC PUBLIC WORKS - COFFE		38.50	
<u>1062944</u>	Invoice	04/11/2024	LC TREASURER - WATER	0.00	28.50	
<u>001-003-53920</u>	SERVICE AND SUPPLIES		LC TREASURER - WATER		28.50	
<u>1062981</u>	Invoice	04/11/2024	LC BUILDING AND PLANNING- WATER	0.00	11.50	
<u>001-009-53920</u>	SERVICE AND SUPPLIES		LC BUILDING AND PLANNI		11.50	
207835	S AND G ELECTRIC MOTOR REPAIR	04/25/2024	Regular	0.00	6,503.00	223556

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
RI-5344	Invoice	03/28/2024	REPAIR MOTOR	0.00	6,503.00	
236-000-53880		REPAIR & MAINTENANC	REPAIR MOTOR		6,503.00	
211400	SACRAMENTO COUNTY DISTRICT A1	04/25/2024	Regular	0.00	726.00	223557
2024-0404	Invoice	04/03/2024	GSR TESTING FOR CASE#2208-0013	0.00	726.00	
001-012-53920		SERVICE AND SUPPLIES	GSR TESTING FOR CASE#2		726.00	
001826	SPB UTILITY SERVICE INC	04/25/2024	Regular	0.00	4,291.58	223558
24-160	Invoice	04/05/2024	OPERATOR SUPPORT	0.00	4,291.58	
226-000-53995		TECHNOLOGY FEES	OPERATOR SUPPORT		2,145.79	
236-000-53995		TECHNOLOGY FEES	OPERATOR SUPPORT		2,145.79	
208748	ST. OF NV DIV. OF PAROLE& PROBA'	04/25/2024	Regular	0.00	2,639.63	223559
9-APR-24	Invoice	03/28/2024	PSI PRODUCTION 4TH QTR FY24	0.00	2,639.63	
001-013-53069		STATE PSI INVESTIGATIO	PSI PRODUCTION 4TH QTR		2,639.63	
003510	STATE OF NEVADA PEBP	04/25/2024	Regular	0.00	7,541.78	223560
4/25/24	Invoice	04/25/2024	ACCT#743 LANDER COUNTY - RETIREES	0.00	7,541.78	
059-000-53451		GROUP INSURANCE - LC	ACCT#743 LANDER COUNT		7,541.78	
002336	SUBURBAN PROPANE-1484	04/25/2024	Regular	0.00	1,991.42	223561
1484-117056	Invoice	03/05/2024	ACCT#1484-007923 PROPANE	0.00	1,524.37	
236-000-53980		UTILITIES	ACCT#1484-007923 PROP		1,524.37	
1484-117258	Invoice	03/31/2024	ACCT#1484-007923 PROPANE	0.00	467.05	
236-000-53980		UTILITIES	ACCT#1484-007923 PROP		467.05	
003625	SUBURBAN PROPANE-1485	04/25/2024	Regular	0.00	463.47	223562
14850110898	Invoice	03/28/2024	ACCT#1485-029109 AUSTIN SENIOR CENT	0.00	463.47	
009-044-53980		UTILITIES	ACCT#1485-029109 AUSTI		463.47	
207235	SUN RIDGE SYSTEMS, INC	04/25/2024	Regular	0.00	10,525.00	223563
8104	Invoice	04/11/2024	RIMS, APP SOFTWARE ANNUAL SUPPORT	0.00	5,825.00	
001-013-54010		NEW FIXED ASSETS	00101354010-24-24 RIMS, APP SOFTWARE AN		5,825.00	
8105	Invoice	04/11/2024	UPGRADE NEVADA RSS ANNUAL SUPPOR	0.00	4,700.00	
001-012-53931		EMERGENCY 911	UPGRADE NEVADA RSS AN		4,700.00	
211401	TERRAINABLES LLC	04/25/2024	Regular	0.00	7,260.00	223564
409	Invoice	04/09/2024	BARREL CART SINGLE AND LEAD 16" LON	0.00	7,260.00	
052-055-53991		MINOR EQUIP/FURNITUR	BARREL CART SINGLE AND		7,260.00	
211378	TERRI FEASEL	04/25/2024	Regular	0.00	634.00	223565

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
3/18-3/22/24	Invoice	04/01/2024	SENIOR JUDGE ON CALL, 2 BAIL HEARING	0.00	634.00	
001-023-53940	TRAVEL AND TRAINING		SENIOR JUDGE ON CALL, 2		634.00	
211283	THE POND GUY INC.	04/25/2024	Regular	0.00	1,759.84	223566
0061332	Invoice	03/29/2024	CRYSTALL CLEAR ALGAE	0.00	1,759.84	
052-052-53880	REPAIR & MAINTENANC		CRYSTALL CLEAR ALGAE		1,759.84	
208911	THE SIDWELL COMPANY	04/25/2024	Regular	0.00	5,067.50	223567
SIDCT0002794	Invoice	03/31/2024	CUST#LAN2918100 ONLINE SUPPORT SER	0.00	4,840.00	
300-068-53920	SERVICE AND SUPPLIES		CUST#LAN2918100 ONLIN		4,840.00	
SIDXT0007123	Invoice	03/31/2024	CUST#2918100 MAPPING SERVICE	0.00	227.50	
300-068-53920	SERVICE AND SUPPLIES		CUST#2918100 MAPPING		227.50	
210036	TKO COUNSELING SERVICES	04/25/2024	Regular	0.00	210.00	223568
3/25-4/7/24	Invoice	04/07/2024	DRUG PATCHES	0.00	210.00	
284-000-53920	SERVICE AND SUPPLIES		DRUG PATCHES		210.00	
208684	TORRES AMBULATORY VETERINARY	04/25/2024	Regular	0.00	215.88	223569
777-2031	Invoice	04/08/2024	SPAY/NEUTER VC1100420 - KITTY 1	0.00	110.38	
001-014-53903	FERAL CAT PROGRAM		SPAY/NEUTER VC1100420 -		110.38	
777-2050	Invoice	04/12/2024	SPAY/NEUTER VC1100420- NIGHTMARE	0.00	105.50	
001-014-53903	FERAL CAT PROGRAM		SPAY/NEUTER VC1100420-		105.50	
210788	TURF EQUIPMENT & IRRIGATION AC	04/25/2024	Regular	0.00	953.10	223570
3020695-00	Invoice	03/14/2024	HOLE CUTTER, PLUG CUPS DEPTH SETTER	0.00	953.10	
052-052-53880	REPAIR & MAINTENANC		HOLE CUTTER, PLUG CUPS		953.10	
000215	U.S. POSTAL SERVICE - BM POSTMA	04/25/2024	Regular	0.00	1,020.00	223571
APRIL 5, 2024	Invoice	04/05/2024	POSTAGE STAMPS TREASURER 15 ROLLS F	0.00	1,020.00	
001-003-53676	POSTAGE		POSTAGE STAMPS TREASU		1,020.00	
210978	UNIVERSITY OF NEVADA RENO, UNF	04/25/2024	Regular	0.00	19,765.95	223572
CI-01-00046129	Invoice	03/31/2024	CUST# C-00000322 SALARY & FRINGE 1/1	0.00	19,765.95	
005-000-53865	REIMBURSEMENT - UNR		CUST# C-00000322 SALAR		19,765.95	
000309	VOGUE LINEN-UNIFORM RENT	04/25/2024	Regular	0.00	1,631.12	223573
3235341	Invoice	03/07/2024	ACCT#65954-65507 AUSTIN UNIFORMS	0.00	135.00	
029-000-53991	MINOR EQUIPMENT/FUR		ACCT#65954-65507 AUSTI		135.00	
3235342	Invoice	03/07/2024	ACCT#66298-67627 BM UNIFORMS	0.00	222.80	
029-000-53991	MINOR EQUIPMENT/FUR		ACCT#66298-67627 BM U		222.80	
3236403	Invoice	03/14/2024	ACCT#65954-65507 AUSTIN UNIFORMS	0.00	135.00	

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<u>029-000-53991</u>			MINOR EQUIPMENT/FUR		135.00	
<u>3236404</u>	Invoice	03/14/2024	ACCT#66298-67627 BM UNIFORMS	0.00	365.40	
<u>029-000-53991</u>			MINOR EQUIPMENT/FUR		365.40	
<u>3237544</u>	Invoice	03/21/2024	ACCT#65954-65507 AUSTIN UNIFORMS	0.00	135.00	
<u>029-000-53991</u>			MINOR EQUIPMENT/FUR		135.00	
<u>3237545</u>	Invoice	03/21/2024	ACCT#66298-67627 BM UNIFORMS	0.00	289.20	
<u>029-000-53991</u>			MINOR EQUIPMENT/FUR		289.20	
<u>3238605</u>	Invoice	03/28/2024	ACCT#65954-65507 AUSTIN UNIFORMS	0.00	135.00	
<u>029-000-53991</u>			MINOR EQUIPMENT/FUR		135.00	
<u>3238606</u>	Invoice	03/28/2024	ACCT#66298-67627 BM UNIFORMS	0.00	213.72	
<u>029-000-53991</u>			MINOR EQUIPMENT/FUR		213.72	

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>24040031</u>	Invoice	04/15/2024	SEWER SAMPLES	0.00	539.00	
<u>215-000-53995</u>			TECH FEES		539.00	
<u>24040032</u>	Invoice	04/15/2024	WATER SAMPLES	0.00	159.00	
<u>210-000-53995</u>			TECH FEES		159.00	

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>11197228</u>	Invoice	04/09/2024	ACCT#22242M COMBO VALVE	0.00	851.62	
<u>226-000-53880</u>			REPAIR & MAINTENANC		851.62	
<u>11208410</u>	Invoice	04/16/2024	ACCT#22242M PLUGS,TEES,BUSHINGS,PIP	0.00	2,136.10	
<u>226-000-53880</u>			REPAIR & MAINTENANC		2,136.10	
<u>11208870</u>	Invoice	04/16/2024	ACCT#22242M NOZZLES	0.00	192.85	
<u>052-053-53880</u>			REPAIR & MAINTENANC		192.85	
<u>81183914</u>	Invoice	04/03/2024	ACCT#22242M PIPE	0.00	1,000.00	
<u>025-000-53882</u>			TOWN BEAUTIFICATION		1,000.00	
<u>81208871</u>	Invoice	04/16/2024	ACCT#22242M NOZZLES	0.00	352.60	
<u>052-053-53880</u>			REPAIR & MAINTENANC		352.60	

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>3/6-3/31/24</u>	Invoice	03/01/2024	ACCT-LCOCL ADVERTISING-ELECTION,ADV	0.00	704.69	
<u>001-002-53020</u>			ADVERTISING		704.69	

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>INY-0487518</u>	Invoice	03/01/2024	CUST#103553:1 ELECTRICAL MAINT. COVE	0.00	352.00	
<u>052-057-53920</u>			SERVICE AND SUPPLIES		352.00	

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>7328</u>	Invoice	04/04/2024	SPAY & NEUTER PROGRAM-BELLE	0.00	150.00	
<u>001-014-53903</u>			FERAL CAT PROGRAM		150.00	
<u>7414</u>	Invoice	04/09/2024	SPAY & NEUTER PROGRAM- BAILEY	0.00	150.00	
<u>001-014-53905</u>			SPAY PROGRAM		150.00	
<u>7429</u>	Invoice	04/11/2024	SPAY & NEUTER PROGRAM- BELLA	0.00	150.00	
<u>001-014-53905</u>			SPAY PROGRAM		150.00	

211250	ZORO TOOLS,INC	04/25/2024	Regular	0.00	196.94	223579
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Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	4/2024	647,296.67
			<u>647,296.67</u>

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CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	COMMUNITY HEALTH SERVICES
Address:	727 Fairview Drive, Suite A
City, State, Zip Code:	Carson City, NV 89701
Contact:	Briza Virgen
Phone:	775-684-5022
Fax:	775-684-1181
Email:	b.virgen@health.nv.gov

Contractor Name:	LANDER COUNTY
Address:	50 State Route 305
City, State, Zip Code:	Battle Mountain, NV 89820
Contact:	Bert Ramos
Phone:	775-635-2885
Fax:	775 635-1108
Email:	bramos@landercountynv.org

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

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3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval.

Effective from:	JULY 1, 2023	To:	JUNE 30, 2025
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES
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Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

\$5,000	per	STATE FISCAL YEAR
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Total Contract or installments payable at:	\$416.66 PER MONTH FOR 23 MONTHS/ \$416.82 FOR ONE MONTH
--------------------------------------------	----------------------------------------------------------

Total Contract Not to Exceed:	\$10,000
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.
9. **INSPECTION & AUDIT.**
- A. **Books and Records.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

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- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

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6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.

E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:

- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.

13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this

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contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

- A. **Insurance Coverage.** Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the State of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. **General Requirements.**

- 1) **Additional Insured:** By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) **Cross Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) **Policy Cancellation:** Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) **Approved Insurer:** Each insurance policy shall be:

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- a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
- b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

- 17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
- 18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
- 19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
- 20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending

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portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.

21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract (“State Materials”) shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a “trade secret” or “confidential” in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

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28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

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

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Lander County Authorized Signature Date Title

DPBH Administrator

Cody L. Phinney Date Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

On: _____
Date

Deputy Attorney General for Attorney General

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ATTACHMENT A: SCOPE OF WORK

Contract #18224
Description of services, deliverables, and reimbursement

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

1. CHS agrees to the following:

1.1 CHS will assess a partial cost for the provision of public health services, provided in accordance with NRS 439 and 441A, to and within the County (NRS 439.4905).

1.2 This contractual agreement **does not** include the following public health services:

- 1.2.1 NRS 444 – Sanitation,
- 1.2.2 NRS 446 – Food Establishments, and
- 1.2.3 NRS 583 – Meat, Fish, Produce, Poultry and Eggs.

1.3 CHS will make efforts to reduce the assessed cost of mandatory public health services provided to and within the County through the acquisition of grants, and sub-grants. CHS does not guarantee the continued cost offset of any grants or sub-grants.

1.4 CHS will provide for the payment of all salary and fringe benefits to support rural epidemiology, public health emergency preparedness, and the Community Health Nursing (CHN) program as funding is available.

1.5 CHS will provide a contact person for all matters relating to this contract.

1.6 CHS will provide management and clinical supervision; oversee billings, accounts receivables, medication, and supply inventory; and ensure federal, state, and grant regulatory compliance.

1.7 CHS will follow Health Insurance Portability and Accountability Act (HIPAA) laws and regulations.

1.8 Invoice and Updates

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- 1.8.1 CHS will send the county an invoice by the 5th day of each month and expect payment within 30 days of the statement.
- 1.8.2 CHS will provide bi-annual reports to include revenues collected, and services provided to the County for public health services.
- 1.8.3 CHS will provide necessary updates at county commissioner meetings, county board of health meetings, or any venue requested by the County.

1.9 Mandatory Public Health Services

- 1.9.1 Public Health Preparedness (PHP): CHS will provide the following public health preparedness services (NRS 439 and 441A).
 - 1.9.1.1 Management of Infectious Diseases
 - 1.9.1.2 **Epidemiology: CHS will:**
 - 1.9.1.2.1 **Provide syndromic reporting and surveillance to monitor infectious diseases (NRS 441A.125).**
 - 1.9.1.2.2 **Report, investigate, and conduct contact tracing for occurrences of infectious diseases (NRS 441A.150 and 441A.160/163/165/166/167/169).**
 - 1.9.1.2.3 **Submit weekly reports, in the case of infectious diseases, to the Chief Medical Officer (441A.170).**
 - 1.9.1.2.4 Notify the principal, director, or other person in charge of the school, childcare facility, medical facility, or correctional facility to prevent the spread of the disease (441A.190).
 - 1.9.1.2 **Vaccine Clinics:** CHS will provide vaccine clinics as necessary for outbreaks of infectious diseases.
 - 1.9.1.3 Rabies Virus for human exposure:
 - 1.9.1.3.1 CHS will assist Animal Control and the County Health Officer with the appropriate intervention and coordination of treatment.
 - 1.9.1.3.2 CHS will not inoculate, quarantine, impound, or euthanize animals.
 - 1.9.1.3.3 CHS will not provide prophylaxis care to post rabies exposure.
 - 1.9.1.4 **Sexually Transmitted Infections (STI):** CHS will work collaboratively with the County to control, prevent, and treat sexually transmitted infections (NRS 441A.240).
CHS will:
 - 1.9.1.4.1 Provide testing and treatment of cases and contacts of STIs on behalf of the County as required by NRS 441A.120.
 - 1.9.1.4.2 Provide testing, screening, and treatment of sexually transmitted infections (STIs) on behalf of the county to meet the County's requirement under NRS 441A.120.

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1.9.1.4.3 In the event of an STI outbreak, CHS will provide the County an itemized invoice documenting the testing, screening, and treatment of STIs for clients. Itemized information will include billing number, date of service, CPT and ICD-10 codes, full cost, any applied client payments, and the total amount invoiced.

1.9.1.5 **Tuberculosis:** CHS will work collaboratively with the County to control, prevent, and treat tuberculosis (NRS 441A.340).
CHS will:

1.9.1.5.1 Take measures to test, screen, and control, prevent the spread of, and ensure the treatment of infectious tuberculosis.

1.9.1.5.2 Conduct interviews and contact tracing (441A.120).

1.9.1.5.3 Coordinate care and treatment for persons with latent tuberculosis infections.

1.9.1.5.4 Provide and/or ensure direct and/or remote observation therapy for persons with active tuberculosis infections.

1.9.1.5.5 Provide the testing, screening, and treatment of tuberculosis (TB) on behalf of the County to meet the county's requirement under NRS 441A.120.

1.9.1.5.6 In the event of a Tuberculosis outbreak, CHS will provide to the County itemized invoices documenting the testing, screening, and treatment of TB for clients. Itemized information will include billing number, date of service, CPT and ICD-10 codes, full cost, any applied client payments, and the total amount invoiced.

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

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

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

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

1.10.1 A registered nurse as needed for mandatory public health services, education and outreach in the community.

1.10.2.1 Clinical supervision and collaboration.

1.10.2.2 Maintain client records; and

1.10.2 Nursing Services: Nursing Services shall include the following:

1.10.2.2 Promote the public health of the citizens of the County.

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

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

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- 1.11 **Equipment and Supplies:** CHS will provide telephones, computers, office equipment and supplies, and vehicles.
- 1.12 **Travel:** CHS will cover the cost of travel by CHS employees and County employees to meet DPBH/CHS operational needs.

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

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

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

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

2.2.2. Any space provided must meet all applicable Federal, State and County statutes, regulations, and ordinances. The space will meet all American with Disabilities Act (ADA) requirements. Once suitable space has been established, it may be changed only upon 30 days prior written notice to the DPBH, unless otherwise agreed to by both parties. Any subsequent space must meet the terms of this paragraph.

2.2.3. Any space provided must meet all applicable State and County fire and safety regulations. Services will include weather related functions (for example: prompt removal of snow from parking lots and sidewalks). A minimum of one (1) State and County approved fire extinguisher must be installed, and an evacuation map posted in the office/clinic facility.

2.2.4. In order to provide integrated health care services, clinic space may be utilized for the provision of public and behavioral health services by State employees, DPBH/CHS contract employees, and private providers.

2.3. The cost of travel by CHS employees and County employees to meet County operational needs will be the responsibility of the County.

2.4. The County will provide staff to perform a broad range of clerical, secretarial, and administrative duties in an assigned clinic.

2.4.1. Duties include but are not limited to: Coordinating care and arranging appointments, billing and fee collection, the collection of programs required documentation, the assessment of household income, insurance and qualifying clients for the appropriate application of regulated fee schedules.

2.4.2. Deposits, fee collection at the point of service and daily maintenance of electronic records.

2.4.3. Maintaining file records, composing, and editing correspondence.

2.4.4. Data entry, office management; answering telephones and relaying information; reception; duplicating and distributing materials.

2.4.5. Ordering and stocking supplies and equipment; receiving, sorting, and delivering mail; reviewing and processing applications, forms, and other documents.

2.4.6. Operating office equipment such as copiers, personal computers, calculators, facsimile machines, printers, and other equipment; and performing related duties as assigned.

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2.4.7. CHS will provide administrative supervision and training to clerical staff. CHS will be responsible for all aspects of personnel activities, such as, but not limited to hiring, affirmative action, employee conduct, attendance and leave, discipline and corrective action, and employee performance appraisals.

2.4.8. The County must fill the vacancy of their clerical staff within 30 calendar days. In the event the county does not fill the position within the 30 calendar days, CHS may hire temporary staff to fill the vacancy. CHS will assess and invoice the full cost of a hiring temporary clerical staff to the County.

2.4.9. The County will provide administrative supervision to county staff. The County will be responsible for all aspect of personnel activities, such as, but not limited to hiring, employee conduct, attendance and leave, discipline and corrective action, and employee performance appraisals. The County may request the CHS personnel to have input for performance outcomes and recommendations and provide work direction to county employees, student nurses, and volunteers, as assigned.

2.4.9.1. The County will provide a supervisor contact to CHS for communication related to duties outlines in 2.4.1 and any employee deficiency related to those duties that need improved or correction.

2.5. The County will coordinate the disposal of hazardous medical waste in accordance with Federal, State, and local definitions and guidelines.

2.6. The County will provide DPBH, prior to the start of the contract and annually thereafter, on or before July 1st of each year, evidence of liability insurance on each facility to be used as office space for the performance of services by the community health nurse. The contractor also agrees to include the State as an additional insured on each such liability policy.

2.7. The County will seek and obtain funding to cover the actual costs of public health services for subsequent years (NRS 439.4905).

2.8. Outbreaks, Epidemics and Pandemics:

2.8.1. The County will provide payment upon receipt of an itemized invoice for services provided during outbreaks, epidemics and pandemics as declared by State Health Officer.

2.8.2. The County will pay for the testing, screening, and treatment of infectious diseases as the costs are incurred by the State.

2.8.2.1. Billable costs associated to the testing, screening and treatment of infectious diseases are not included in the County's assessed contract rate.

2.8.2.2. Billable costs include, but not limited to, all costs of providing services for the testing, screening, and treatment of tuberculosis TB and STIs for self-pay Community Health Nursing (CHN) clients.

2.8.2.3. Billable costs include, but not limited to travel, lab testing, medical supplies, and pharmaceuticals.

2.8.3. The County will seek and obtain funding to cover the actual costs of these services for subsequent years.

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2.8.4. The County may request infectious disease reports when readily available.

Lander County	Base Contract Assessed Cost
SFY 2024	
Operating Expenses	No Clinic
Flat Fee including but not limited to a registered nurse for clinical services, education and outreach in the community for mandatory public health services, administrative costs, communications and supply costs and electronic medical record monthly maintenance costs.	\$5,000.00
Total Assessed Costs	\$5,000.00

Lander County	Base Contract Assessed Cost
SFY 2025	
Operating Expenses	No Clinic
Flat Fee including but not limited to a registered nurse for clinical services, education and outreach in the community for mandatory public health services, administrative costs, communications and supply costs and electronic medical record monthly maintenance costs.	\$5,000.00
Total Assessed Costs	\$5,000.00

The type of grant: The grant is a program grant helping with various programs in the attached document.

Any required matching funds: NNEMSC fundraises year-round to help fund all programs to various foundations, communities, and organizations.

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

501c3 Nonprofit: 81-4875093
Paul Ward, Board Chair
NNEMSC – Info@NNEMSC.org
PO Box 2288
Elko, NV 89803
775-210-5951

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

Mental Health Summit Trainings:

A few goals of the Mental Health Summit include getting local leaders, government officials and state officials together for more effective leadership and governance for mental health and the provision of comprehensive, integrated mental health and social care services in community-based settings. We also work on the implementation of strategies for promotion and prevention of mental health issues and strengthened information systems, evidence and research related to mental health. Additionally, we recognize and celebrate ways that community organizations and structures support and promote mental health. Our trainings foster cross-cultural connections among mental health practitioners, students and community leaders as well as provide opportunities for everyone to interact around important topics like mental health.

Support Disenfranchised Populations: We have an on-going quest to raise funds to support Northern Nevadans who may be in financial distress with emergency medical bills due to unforeseen circumstances (especially those in our elderly and youth populations and those who are disenfranchised) and provide advocacy for those facing an emergency traumatic situation. These situations affect families in a significant way, and many find it hard to navigate the process which puts additional unwanted stress on the family unit. As you know, the COVID pandemic has caused great financial hardships for

many in the recent past, and we hope to ease some of the frustrations for families during these troubling times that have continued.

Overall EMS & Medical Training: Provide training to EMS with various topics including the need for professional support, preparing for accidents and incidents through education and awareness. We need to prepare our emergency responders with more education and best practice trainings that larger counties receive.

Rural Nevada EMS Trauma Symposium: There is a critical workforce shortage in rural areas, which in turn has led to much longer response times. This yearly training brings together hundreds of EMS professionals to provide the needed training to protect our communities. This training will bring together critical partners and organizations for various events and provide measurable outcomes to the community leaders to implement so we can save our EMS systems including fire, ambulance, hospital, dispatch, and others.

The symposium features lectures, innovative topics and interactive discussions by leaders in the field of trauma care. Through well researched and evidence-based trauma medical care, this symposium is intended to heighten participants' competence by providing the most up-to-date best practice guidelines, pre-hospital care, violence prevention, cultural and language intricacies and treatment and management of traumatic injuries. The conference's overall goal is to produce positive patient outcomes, provide professional development opportunities and expanded clinical practice guidelines for injury prevention and trauma care.

Finally, educating professionals who are able to problem solve, through the use of highly developed assessment skills, backed by a solid understanding of pathophysiology, and reinforced with clinical experiences, who are flexible and able to think beyond the established protocols is what all of our communities need.

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

See attached budget for programs offered.

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

NNEMSC Ask: \$15,000

We are hoping you will support some programs that we offer to the community which are critical in rural Northern Nevada. No other organization does what we do here locally, and your support helps us continue to fight for programs that often get put on the backburner but without them, would be severely missed and unfortunately, it would be too late. We are a volunteer-based organization who is fighting for EMS and Mental Health in Nevada. We ask several organizations, foundations and apply for grants year-round to help support these programs.

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Finally, educating professionals who are able to problem solve, through the use of highly developed assessment skills, backed by a solid understanding of pathophysiology, and reinforced with clinical experiences, who are flexible and able to think beyond the established protocols is what all of our communities need.

5. **Please indicate whether you received monies from Lander County in prior years for similar requests and please list prior grant amounts and fully describe the use of prior proceeds. Also please provide an explanation on how the entity is working on being self-sustaining.**

This is our first ever request to you and it would help immensely. We have not received funds from Lander County in the past. NNEMSC will continue to offer programs and services at no cost to allow all community members to access our services without a barrier such as funding. Our goal is to apply to federal funding in the near future once everything is set up at a federal level. We appreciate your support.

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

I affirm that NNEMSC will comply with any grant administration requirements established by Lander County through policies and procedures, including but not limited to status reports, use of proceeds, special reports, and disbursement methods.

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

See attached document with additional information and stats.

Paul Ward

4.10.25

Signature

Date

NNEMSC



PLANNED EXPENSES

JAN FEB MAR APR MAY JUN JUL AUG SEPT OCT NOV DEC YEAR

Income

Grants & Donations	\$0.00	\$0.00	\$0.00	\$15,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$0.00	\$70,000.00
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Employee Costs

Wages	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Expenses

Liability Insurance	\$255.00	\$0.00	\$0.00	\$255.00	\$0.00	\$0.00	\$255.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,020.00
Licenses & Permits	\$393.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$593.00
Accounting	\$0.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$300.00	\$1,200.00
Professional Services	\$0.00	\$0.00	\$0.00	\$3,333.00	\$0.00	\$0.00	\$0.00	\$3,333.00	\$0.00	\$0.00	\$0.00	\$3,333.00	\$9,999.00
Legal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Postal	\$0.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00
Bank Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Office supplies	\$0.00	\$0.00	\$20.00	\$20.00	\$20.00	\$20.00	\$0.00	\$20.00	\$20.00	\$20.00	\$0.00	\$0.00	\$120.00
Subtotal	\$648.00	\$0.00	\$520.00	\$3,608.00	\$70.00	\$320.00	\$255.00	\$3,333.00	\$425.00	\$320.00	\$0.00	\$3,833.00	\$13,132.00

Marketing Costs

Web site hosting	\$71.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$271.00
Events	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$200.00	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800.00
Collateral preparation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Collateral printing	\$50.00	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00
Marketing events	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous expenses	\$20.00	\$0.00	\$0.00	\$0.00	\$100.00	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$220.00
Subtotal	\$141.00	\$0.00	\$0.00	\$50.00	\$200.00	\$500.00	\$500.00	\$250.00	\$0.00	\$50.00	\$0.00	\$0.00	\$1,491.00

Programs & Trainings

Helping Community Programs	\$0.00	\$0.00	\$6,153.00	\$0.00	\$0.00	\$6,153.00	\$0.00	\$0.00	\$6,153.00	\$0.00	\$0.00	\$0.00	\$18,459.00
Mental Health	\$0.00	\$0.00	\$0.00	\$0.00	\$18,459.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,459.00
EMS Programs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,459.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,459.00
Subtotal	\$0.00	\$0.00	\$6,153.00	\$0.00	\$18,459.00	\$6,153.00	\$0.00	\$24,612.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,377.00



Organization's Background & Purpose:

The Northern Nevada EMS Consortium (NNEMSC) is a 501(c)3 non-profit organization with the mission to support all Northern Nevadans who utilize emergency medical services, provide mental health services to families and youth, support rural Fire, EMS, and rural Health Systems as well as help those in financial distress with emergency medical bills in Northern Nevada. "EMS" stands for a wide range of professions as we touch and help train many of them including Fire, Police, Ambulance, Hospitals, Dispatch, EMT's and many more. In rural communities, Rural Emergency Medical Services (EMS) often become the only guaranteed access to health services, and ultimately, the safety net for underserved rural communities.

Started in 2018, the NNEMSC has been managed by a volunteer Board of Directors made up of Northern Nevada Citizens. This BOD is responsible for leading fundraising efforts across Northern Nevada in rural counties including Elko, Lander, Eureka, Humboldt, Pershing, and White Pine County.

The NNEMSC does not charge for services as we believe that is a barrier to our services and programs. As volunteers and with the help of grant writers, we submit grants to foundations and organizations to help fund many of our initiatives.

Contact Information:

Paul Ward, Board Chair

NNEMSC – Info@NNEMSC.org

PO Box 2288

Elko, NV 89803

775-210-5951

Objectives & Priorities:

- *Emergency Medical Hardship Support:* Provide help to those in financial distress due to a medical emergency, especially those who are elderly or disenfranchised.
- *EMS & Medical Training:* Provide training to EMS and the surrounding communities with various topics including the need for EMS professional support, mental health issues in communities and more.
- *Patient Advocacy:* An emergency medical situation can not only be stressful for a resident but also the family. We hope to be an advocate to help them through the situation and be able to provide support and guidance as they deal with unexpected hospitals and medical bills.
- *Emergency Services:* Provide support and training to rural ground EMS, Fire, and Health Systems who have limited forms of fundraising to purchase equipment that continues to be subject to rising costs.
- *Mental Health:*
 - **Listening** to and providing forums, programs, and training to address the ever-changing needs in our communities.
 - **Connecting** rural Nevadans with existing programs and resources in our area to help with their issues.
 - **Identifying** gaps in services and programs that we can address related to mental health, EMS, and medical issues.
 - **Partnering** with community leaders and organizations on various initiatives.
 - **Collaborating** with individuals and organizations to improve rural health including rural residents, donors and volunteers, large and small nonprofits, and socially responsible corporations with a strong interest in the mental health, medical needs and gaps, EMS system improvement, and;
 - **Developing** new educational resources and support services to address the unmet needs in our rural communities throughout Nevada.

Moreover, we have provided the additional pages below that note brief overviews of the statistics in our rural areas.

Without the support of donations and grants, many of these programs, training and priorities would go unfunded.

EMS Challenges:

Rural emergency medical services (EMS) provide essential care to remote and isolated communities, however, they are often overstretched, understaffed, and underfunded. Rural EMS is faced with greater physical distances when responding to calls, difficulty recruiting and retaining its workforce, and higher fixed costs. These types of issues are not exclusive to rural areas; however, they are amplified by rurality. Additionally, EMS is predominately locally based in the United States, which complicates regional coordination. In some areas there is not an adequate EMS presence to respond to emergencies, and in other areas there are overlapping service areas. Altogether, these issues have made rural EMS provision strained, uneven, and for some communities, unsustainable.

Rural geography and demography pose fundamental problems for EMS access, as the goal is to provide timely care for the patients that rely on them. Vast ambulance coverage areas, challenging terrain and weather, and delayed notifications lead to prolonged time between the emergency incident and the patient's arrival at the hospital. This delay in EMS activation and travel time can be especially problematic when a patient is experiencing a condition that requires rapid treatment such as a heart attack, stroke, or severe trauma. Research supports the idea that EMS response times are longer in rural areas. A 2017 article published in JAMA surgery found that the national average from the time of a 911 call to arrival on scene was 7 minutes. However, that time increases to more than 14 minutes in rural settings, with nearly 1 of 10 encounters waiting almost 30 minutes for the arrival of EMS personnel.

Financing EMS: Rural EMS services incur significant costs maintaining sufficient personnel that are ready to respond at all times. They also face a higher burden with fixed costs, such as ambulances, equipment maintenance, facility rental costs, and employee salaries because low call volume makes it hard to recoup these expenses. Additionally, training for rural EMS providers can often cost more than urban EMS providers due to mileage and the time off required to attend classes, expenses that are often not reimbursed. These challenges are less of an issue in urban areas as costs decline with higher run volumes.

Rural Health Workforce Issues: Workforce shortages are endemic across all health professions in rural America, and this is no different for EMS. There are some unique factors for EMS that should be considered when thinking about rural EMS such as declining volunteerism, the financial and time burden of certification and re-certification, and the difficult nature of the job.

NNEMSC Ask: \$15,000

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This is our first ever request to you and it would help immensely. We have not received funds from Lander County in the past. We appreciate your support.

Mental Health Summit Trainings:

A few goals of the Mental Health Summit include getting local leaders, government officials and state officials together for more effective leadership and governance for mental health and the provision of comprehensive, integrated mental health and social care services in community-based settings. We also work on the implementation of strategies for promotion and prevention of mental health issues and strengthened information systems, evidence and research related to mental health. Additionally, we recognize and celebrate ways that community organizations and structures support and promote mental health. Our trainings foster cross-cultural connections among mental health practitioners, students and community leaders as well as provide opportunities for everyone to interact around important topics like mental health.

Support Disenfranchised Populations: We have an on-going quest to raise funds to support Northern Nevadans who may be in financial distress with emergency medical bills due to unforeseen circumstances (especially those in our elderly and youth populations and those who are disenfranchised) and provide advocacy for those facing an emergency traumatic situation. These situations affect families in a significant way, and many find it hard to navigate the process which puts additional unwanted stress on the family unit. As you know, the COVID pandemic has caused great financial hardships for many in the recent past, and we hope to ease some of the frustrations for families during these troubling times that have continued.

Overall EMS & Medical Training: Provide training to EMS with various topics including the need for professional support, preparing for accidents and incidents through education and awareness. We need to prepare our emergency responders with more education and best practice trainings that larger counties receive.

Rural Nevada EMS Trauma Symposium: There is a critical workforce shortage in rural areas, which in turn has led to much longer response times. This yearly training brings together hundreds of EMS professionals to provide the needed training to protect our communities. This training will bring together critical partners and organizations for various events and provide measurable outcomes to the community leaders to implement so we can save our EMS systems including fire, ambulance, hospital, dispatch, and others.

The symposium features lectures, innovative topics and interactive discussions by leaders in the field of trauma care. Through well researched and evidence-based trauma medical care, this

symposium is intended to heighten participants' competence by providing the most up-to-date best practice guidelines, pre-hospital care, violence prevention, cultural and language intricacies and treatment and management of traumatic injuries. The conference's overall goal is to produce positive patient outcomes, provide professional development opportunities and expanded clinical practice guidelines for injury prevention and trauma care.

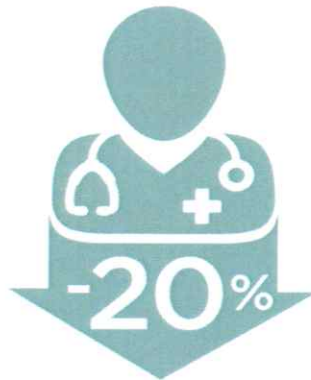
Finally, educating professionals who are able to problem solve, through the use of highly developed assessment skills, backed by a solid understanding of pathophysiology, and reinforced with clinical experiences, who are flexible and able to think beyond the established protocols is what all of our communities need.

Additional Resources & Statistics

Mental Health:

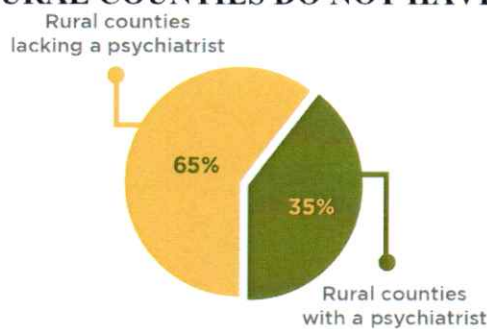
While about one in five adults in the U.S. suffers from a diagnosable mental disorder in a given year (3), mental illness is a bigger challenge in rural America due to unique barriers:

RURAL AREAS HAVE 20 PERCENT FEWER PRIMARY CARE PROVIDERS THAN URBAN AREAS



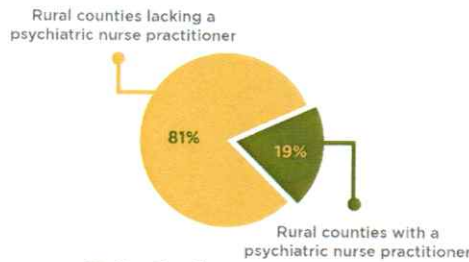
Source: JAMA, Assessment of Changes in Rural and Urban Primary Care Workforce in the United States From 2009 to 2017, Original Investigation Health Policy, October 28, 2020; Donglan Zhang, PhD¹; Heejung Son, MS^{1,2}; Ye Shen, PhD²; et al

65 PERCENT OF RURAL COUNTIES DO NOT HAVE A PSYCHIATRIST



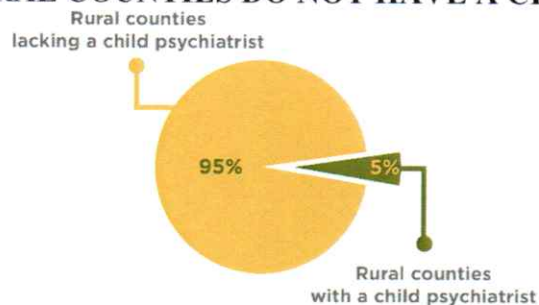
Source: Andrilla CHA, Patterson DG, Garberson LA, Coulthard C, Larson EH. Geographic Variation in the Supply of Selected Behavioral Health Providers. *Am J Prev Med.* 2018 Jun;54(6 Suppl 3):S199-S207. doi: 10.1016/j.amepre.2018.01.004. PMID: 29779543

81 PERCENT OF RURAL COUNTIES DO NOT HAVE A PSYCHIATRIC NURSE PRACTITIONER



Source: Andrilla CHA, Patterson DG, Garberson LA, Coulthard C, Larson EH. Geographic Variation in the Supply of Selected Behavioral Health Providers. *Am J Prev Med.* 2018 Jun;54(6 Suppl 3):S199-S207. doi: 10.1016/j.amepre.2018.01.004. PMID: 29779543

95 PERCENT OF RURAL COUNTIES DO NOT HAVE A CHILD PSYCHIATRIST



Source: Mental Health, United States. DHHS Pub. No. (SMA) 99-3285. Washington, DC: Superintendent of Documents, U.S. Government Printing Office, 1998, 204-213

28 PERCENT OF RURAL HOMES LACK ACCESS TO BROADBAND



Source: Vogels, E. (August 19, 2021). Some digital divides persist between rural, urban and suburban America. Pew Research Center. Retrieved from, <https://www.pewresearch.org/fact-tank/2021/08/19/some-digital-divides-persist-between-rural-urban-and-suburban-america/>

RURAL LIFESTYLE CHALLENGES TO MENTAL HEALTH INCLUDE:

- Self-imposed barrier of asking for help when taught to pursue self-reliance as a virtue
- Lack of trust in anyone to maintain confidentiality in a small, close-knit community
- Fear of negative judgement from others as being incompetent or less capable
- Difficulty getting an appointment with limited availability of mental health professionals

- Time and transportation required for long-distance travel to meet with a mental health professional
- Unreliable, expensive or nonexistent internet service for online video or telehealth appointments
- Lack of adequate health insurance coverage
- Feeling of isolation without having access to talk with someone outside of the community who understands mental health challenges in rural America

Tragically, due to insufficient services for those most in need, the mental health crisis responder for most rural Americans is a law enforcement officer (4).

References:

1 Capriotti T, Pearson T, Dufour L. (2020, February 18). Health Disparities in Rural America: Current Challenges and Future Solutions. Clinical Advisor. Retrieved from <https://www.clinicaladvisor.com/home/topics/practice-management-information-center/health-disparities-in-rural-america-current-challenges-and-future-solutions/>

2 Centers for Disease Control and Prevention. (2022). Disparities in Suicide. Retrieved from <https://www.cdc.gov/suicide/facts/disparities-in-suicide.html>

3 National Institute of Mental Health, 2019 data courtesy of SAMHSA. Retrieved from <https://www.nimh.nih.gov/health/statistics/mental-illness>

4 National Institute of Mental Health, Mental Health and Rural America: Challenges and Opportunities, May 30, 2018. Retrieved from <https://www.nimh.nih.gov/news/media/2018/mental-health-and-rural-america-challenges-and-opportunities>

Additional information:

Across the United States, about 57 million people, or 18% of the total population, call rural communities' home¹. While rural America may conjure idyllic images of family farms, the truth is far more staggering. Rural Americans, on average, tend to be older, sicker, and poorer².

The Centers for Disease Control (CDC) concludes in a recent report that “percentages of potentially excess deaths among persons aged <80 years from the five leading causes were higher in nonmetropolitan areas than in metropolitan areas”³. 26.7% of rural children live in poverty, a nearly 7% increase in recent years due, for the most part, to declining average family incomes⁴. In addition to declining incomes, the gap in life expectancies between rural and urban Americans has also been widening. A study of data that ranged from 1969-2009 found that the average life expectancy of rural Americans was just 76.7, nearly 2.5 years below that of their urban counterparts⁵. However, in some rural regions, the difference between urban and rural life expectancies is as much as 20 years⁶. Despite this clear need for increased healthcare access in rural areas, only 9% of practitioners in the U.S. work in rural America⁷. Additionally, rural hospitals are facing closure crisis, with about 41 percent of Critical Access Hospitals (CAHs) facing negative operating margins, which further decreases possible points of care for people with a pronounced need^{8 9}.

In the face of this glaring healthcare disparity, rural Emergency Medical Services (EMS) often become the only guaranteed access to health services, and ultimately, the safety net for underserved rural communities. However, dwindling population, losses in the volunteer workforce, and decreased reimbursement threaten continued access to these services. Nearly one-third of rural Emergency Medical Services (EMS) are in immediate operational jeopardy¹⁰. Therefore, action must be taken to secure access to, and the quality of, this vital service for rural Americans.

Inequality in access to healthcare between rural and urban Americans is apparent across a range of factors, as evidenced by higher rates of potentially excess deaths among rural Americans from the five leading causes of death than their urban counterparts (see Figure 1 below)¹¹. This disparity is particularly evident in the opioid overdose epidemic. One of the major contributing forces to the stark decrease in life expectancies for rural Americans is that they are more than 50% more likely to die of trauma-related causes¹². One of the most endemic trauma-related causes of death is drug overdose.

The CDC finds that from 1999 to 2015, the opioid death rates in rural areas of the U.S. have quadrupled among those 18-25 years old and tripled for females¹³. In fact, the overall rate of drug overdose in rural areas has surpassed that of metropolitan areas over roughly the last two decades. Other research finds that “drug overdose death rates (per 100,000 population) for metropolitan areas were higher than in nonmetropolitan areas in 1999 (6.4 versus 4.0), however, the rates converged in 2004, and by 2015, the nonmetropolitan rate (17.0) was slightly higher than the metropolitan rate (16.2)”¹⁴. Another study finds that while the odds of being administered naloxone (a treatment to counteract drug overdose, also known by its brand name Narcan) by an EMT in rural areas was higher than urban areas, the drug overdose death rate still remains higher overall¹⁵.

References:

- 1 Health Resources and Services Administration. Defining rural population. <https://www.hrsa.gov/ruralhealth/aboutus/definition.html> Published 2017. October 12, 2017
- 2 National Rural Health Association. What's different about rural health care? <http://www.ruralhealthweb.org/go/left/about-rural-health>. Published 2010. Accessed September 9, 2017.
- 3 Moy, Earnest; et al. Centers for Disease Control and Prevention. Leading causes of death in nonmetropolitan and metropolitan areas —United States, 1999–2014. https://www.cdc.gov/mmwr/volumes/66/ss/ss6601a1.htm?s_cid=ss6601a1_w Published January 13, 2017. Access September 9, 2017.
- 4 Hertz, T. and Farrigan, T. Understanding the rise in rural child poverty, 2003-2014. Economic Research Report. 2016;208, pp.1-3.
- 5 Singh, G. and Siahpush, M. Widening rural–urban disparities in life expectancy, U.S., 1969–2009. *American Journal of Preventive Medicine*. 2014;46(2), pp.e19-e29
- 6 Dwyer-Lindgren, L., Bertozzi-Villa, A., Stubbs, R., Morozoff, C., Mackenbach, J., van Lenthe, F., Mokdad, A. and Murray, C. Inequalities in Life Expectancy Among US Counties, 1980 to 2014. *JAMA Internal Medicine*. 2017;177(7), p.1003
- 7 Rosenblatt, R. Physicians and rural America. *Western Journal of Medicine*. 2000;173(5), pp.348-351
- 8 Kaufman, B, Thomas, S, Randolph, R, Perry, J, Thompson, K, Holmes, G, Pink, G. The rising rate of rural hospital closures. *The Journal of Rural Health*. 2016; 32(1): 35-43
- 9 Topchik, Michael. The Chartis Group - Chartis Center for Rural Health. Rural relevance 2017: assessing the state of rural healthcare in America. <http://www.ivantageindex.com/2017-rural-relevance-study/> Published 2017. Accessed December 20, 2017.
- 10 Freeman, V., Rutledge, S. Hamon, M. , Slifkin, R. Rural volunteer EMS: reports from the field. North Carolina Rural Health Research and Policy Analysis Center. Final Report No. 99. August 2010. <http://www.shepscenter.unc.edu/rural/pubs/report/FR99.pdf>
- 11 Moy, Earnest; et al. Centers for Disease Control and Prevention. Leading causes of death in nonmetropolitan and metropolitan areas —United States, 1999–2014. https://www.cdc.gov/mmwr/volumes/66/ss/ss6601a1.htm?s_cid=ss6601a1_w Published January 13, 2017. Access September 9, 2017.
- 12 Ibid.

13 Noonan, R. Centers for Disease Control and Prevention. Public Health Matters Blog. Rural America in crisis: The changing opioid overdose epidemic. <https://blogs.cdc.gov/publichealthmatters/2017/11/opioids/> Published

November 28, 2017. Accessed December 20, 2017.

14 Mack KA, Jones CM, Ballesteros MF. Illicit Drug Use, Illicit Drug Use Disorders, and Drug Overdose Deaths in

Metropolitan and Nonmetropolitan Areas — United States. *MMWR Surveill Summ* 2017;66(No. SS-19):1–12. DOI:

<http://dx.doi.org/10.15585/mmwr.ss6619a1>

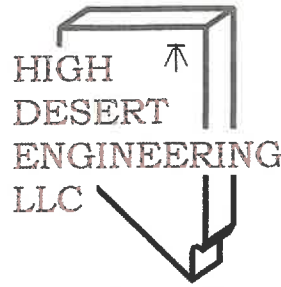
12

15 Faul, M., Dailey, M., Sugerman, D., Sasser, S., Levy, B. and Paulozzi, L. (2015). Disparity in Naloxone

Administration by Emergency Medical Service Providers and the Burden of Drug Overdose in US Rural

Communities. *American Journal of Public Health*, 105(S3), pp.e26-e32.

Robert E. Morley, P.L.S.
Duane V. Merrill, P.L.S.



Land Surveying
Water Rights

April 5, 2024

Bartolo (Bert) Ramos
Lander County Manager
50 State Route 305
Battle Mountain, NV 89820

Re: Lander County Surveyor

Dear Bert,

As you know we have sold High Desert Engineering, LLC as of January 1, 2024. The new owner is Bob Thibault. Bob is a licensed civil engineer and professional land surveyor and he will be operating under the name of High Desert Engineering and the address and phone numbers remain the same.

I have been in the process of finishing up a few projects we started before the sale of the business in anticipation of retiring. The review of the new subdivision maps in Austin was one of the projects I wanted to complete. The new Austin Subdivision maps are now complete and in my capacity as Lander County Surveyor, I have reviewed all 13 units to make sure they are technically correct, which in my opinion, they are.

With the review of the Austin Maps completed I feel I am now comfortably in a position to respectfully request that you consider this letter as my resignation from the position of Lander County Surveyor. I would be more than happy to continue as County Surveyor until a replacement can be appointed as long as this process doesn't take too long.

As far as a replacement goes, I would suggest that you consider Bob Thibault, the new owner of High Desert Engineering, to assume my duties as Lander County Surveyor. Bob worked for a private Engineering and Surveying company in Nevada from 2004 to 2015. Then for the last approximately 9 years he worked as the City Engineer for the City of Elko from 2015 until he purchased High Desert Engineering on January 1, 2024. His duties for the City of Elko included performing all of the same services I have been providing Lander County such as map reviews and approvals, etc. and I feel Bob is well qualified to assume the position of Lander County Surveyor and I highly recommend him.

With that said let me close by saying that it has been an honor and a pleasure working with everybody at Lander County, past and present, for the last 29 years since my appointment to the position of Lander County Surveyor on May 8, 1995.

Thanks to all.

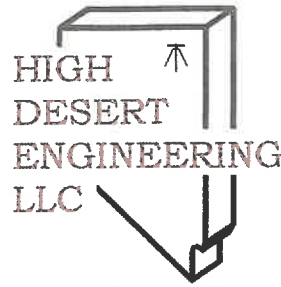
Sincerely,



Robert E. Morley, PLS
High Desert Engineering, LLC

REM

Robert E. Morley, P.L.S.
Duane V. Merrill, P.L.S.



Land Surveying
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Thanks to all.

Sincerely,



Robert E. Morley, PLS
High Desert Engineering, LLC

REM



Lander County Commission Agenda Request Form

The Lander County Board of Commissioners meets the 2nd and 4th Thursday of each month. Each individual is responsible to complete their own agenda request form and have it turned in Wednesday by 4:00pm the week prior to the meeting.

COMMISSIONER MEETING DATE: 4/25/24

NAME: Carole Petersen REPRESENTING: Kathy Ancho

ADDRESS: 500 State Route 305

PH: _____

PH: _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? 635-2885

WHO WILL BE ATTENDING THE MEETING: _____

JOB TITLE: Secretary EMAIL: _____

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

Resignation from Convention & Tourism board.

BACKGROUND INFORMATION:

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

WILL THERE BE A POWERPOINT PRESENTATION? IF SO WILL IT BE PAPER FORM OR A THUMB DRIVE OR BOTH? BOTH WILL BE REQUIRED AT THE TIME BACKUP IS TURNED IN. THUMB DRIVE PRESENTATION WILL NEED TO BE OPERATED BY PRESENTER.

YES ___ NO X

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST?
AMOUNT \$ _____

YES ___ NO X

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING?

YES ___ NO ___

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 ___

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

HAS THE DISTRICT ATTORNEY'S OFFICE PROVIDED THE REQUIRED REVIEW?

YES ___ NO ___

THE 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:

SIGNATURE [Signature] DATE 4/19/24



Lander County Commission Agenda Request Form

The Lander County Board of Commissioners meets the 2nd and 4th Thursday of each month
Each individual is responsible to complete their own agenda request form and have it turned in Wednesday by 4:00pm
the week prior to the meeting.

COMMISSIONER MEETING DATE: 4/25/24

NAME: Carlee Petersen REPRESENTING: Admin

ADDRESS: 50 State Route 305

PH: _____

PH: _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? 635-2885

WHO WILL BE ATTENDING THE MEETING: _____

JOB TITLE: Secretary EMAIL: _____

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

Appointment of Commissioner to sit on Convention & Tourism board.

BACKGROUND INFORMATION:

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

WILL THERE BE A POWERPOINT PRESENTATION? IF SO WILL IT BE PAPER FORM OR A THUMB DRIVE OR BOTH? BOTH WILL BE REQUIRED AT THE TIME BACKUP IS TURNED IN. THUMB DRIVE PRESENTATION WILL NEED TO BE OPERATED BY PRESENTER. YES ___ NO X

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? AMOUNT \$ _____ YES ___ NO X

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

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 ___

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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:

SIGNATURE CPetersen DATE 4/19/24



Lander County Commission Agenda Request Form

The Lander County Board of Commissioners meets the 2nd and 4th Thursday of each month
Each individual is responsible to complete their own agenda request form and have it turned in Wednesday by 4:00pm
the week prior to the meeting.

COMMISSIONER MEETING DATE: April 25, 2024

NAME: David Meyer, P.E.

REPRESENTING: J-U-B Engineers, Inc.

ADDRESS: 2760 W. Excursion Ln, Suite 400, Meridian, ID 83642

PH: 208-869-0859

PH: _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? 208-869-0859

WHO WILL BE ATTENDING THE MEETING: David Meyer

JOB TITLE: Aviation Project Manager EMAIL: dmeyer@jub.com

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

Discussion and Possible Action to approve/disapprove the updated FY24 FAA AIP Grant Application for "Runway 4-22 PAPIs & REILs and Replace Beacon & Tower" project at the Battle Mountain Airport following the bid opening held April 11, 2024 and authorize the County Manager to sign. The FAA Funding amount will be \$608,015.00 and the Local Match is \$40,534.79, an increase from the \$34,375.00 approved previously.

BACKGROUND INFORMATION:

The FAA has approved the County to proceed with the bidding and construction of the PAPI's & REILs project that was designed in FY23 and incorporating design for the replacement of the existing beacon & installation of a new beacon tip-down pole into the existing design package to be bid and constructed in conjunction with the PAPIs and REILs project. The updated costs are final project costs post-bid.

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

Approve grant application and County Match funds (currently budgeted) and authorize the County Manager to sign the application and submit to the FAA.

WILL THERE BE A POWERPOINT PRESENTATION? IF SO WILL IT BE PAPER FORM OR A THUMB DRIVE OR BOTH? BOTH WILL BE REQUIRED AT THE TIME BACKUP IS TURNED IN. THUMB DRIVE PRESENTATION WILL NEED TO BE OPERATED BY PRESENTER
YES ___ NO X

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES X NO ___
AMOUNT \$40,534.79

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES X NO ___
WHEN? 12/14/23

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

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

IS ALL THE BACK UP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES X NO ___

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

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

THE 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:

SIGNATURE David Meyer DATE 4/12/24

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 2nd

*b. Program/Project: 2nd

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 01/01/2024

*b. End Date: 03/31/2025

18. Estimated Funding (\$):

*a. Federal	\$ 608,015
*b. Applicant	\$ 40,535
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 648,550

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

Yes No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Bartolo
Middle Name: _____
*Last Name: Ramos
Suffix: _____

*Title: Lander County Manager

*Telephone Number: (775) 635-2885

Fax Number:

* Email: bramos@landercountynv.org

*Signature of Authorized Representative:

*Date Signed:

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Assistance Listing Number:
 2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 28,407
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			30,814
5. Other Architectural engineering fees			41,495
6. Project inspection fees			164,313
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			383,521
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 648,550
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			648,550
18. Subtotal (Lines 16 through 17)			\$ 648,550
19. Federal Share requested of Line 18			608,015
20. Grantee share			40,535
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 648,550

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	40,535
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 40,535
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	\$ 0
26. TOTAL NON-FEDERAL FINANCING	\$ 40,535

SECTION E – REMARKS (Attach sheets if additional space is required)
<ul style="list-style-type: none"> - There are no changes to the approved Exhibit "A" dated March 2020 and last updated November 2022. - A Construction Plan Set & Contract Documents for use on this project were completed as part of a previous design grant. - Design services not specifically included within the scope of this project were completed as part of a separate grant. - Title VI Assurances are attached.

Section E – Remarks

The following remarks explain the costs for each Cost Classification item in FAA Form 5100-100, Part III (Budget Information – Construction), Section B (Calculation of Federal Grant).

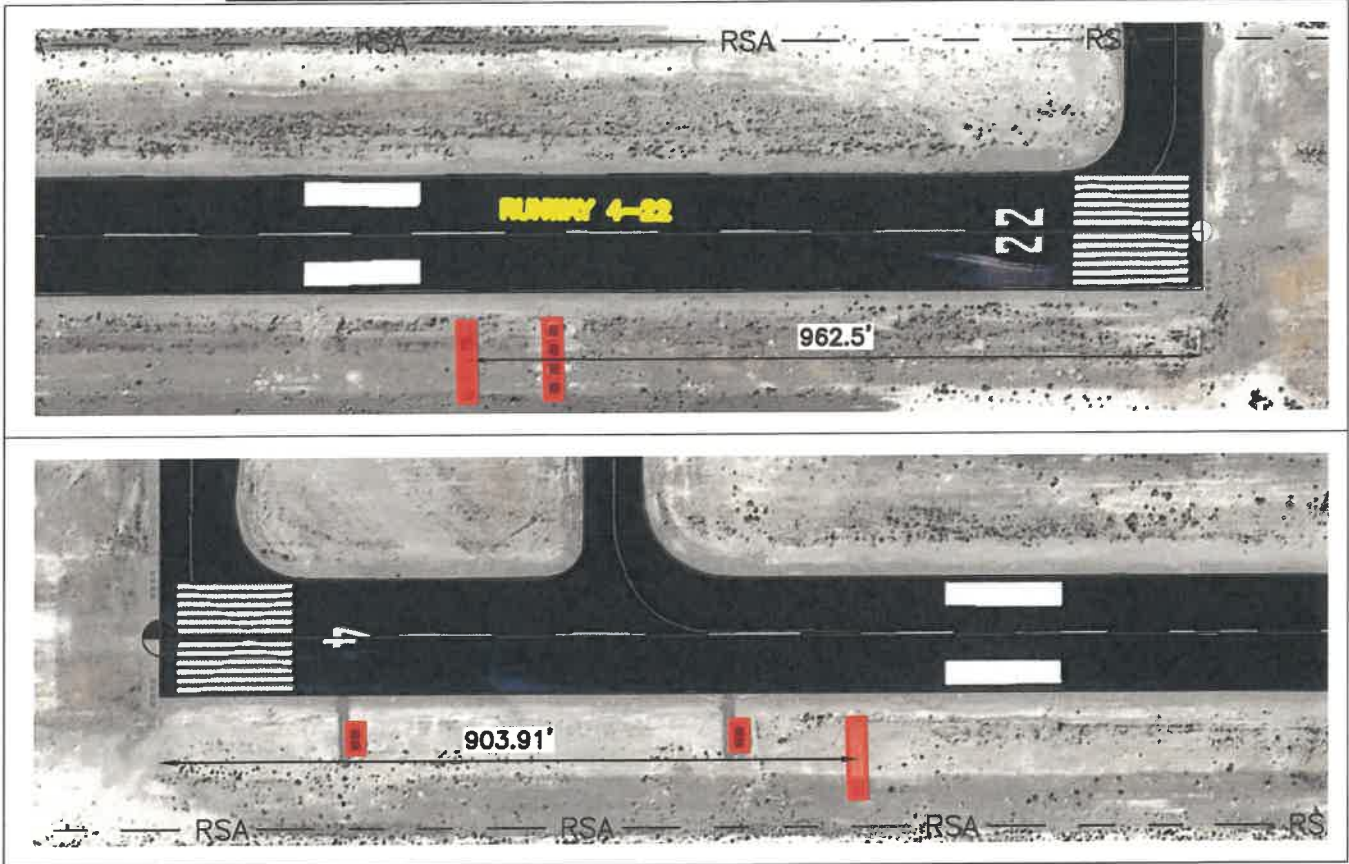
1.	Administration Expense	\$29,715.00
	Includes estimated legal fees, independent fee estimates, bid advertising, and direct administrative expense of the sponsor which relate to this project. Also includes flight check RA.	
2.	Preliminary Expense	N/A
3.	Land, Structures, Right-Of-Way	N/A
4.	Architectural Engineering Basic Fees	\$30,814.00
	Includes design fees for designing beacon & tip-down pole and incorporating into existing design deliverables.	
5.	Other Architectural Engineering Fees	\$41,494.75
	Includes fee for Class III cultural resources survey & report and environmental documentation (Documented CATEX) for project.	
6.	Project Inspection Fees	\$164,313.00
	Includes project formulation, bidding, construction, and project close-out.	
7.	Land Development	N/A
8.	Relocation Expenses	N/A
9.	Relocation Payments to Individuals and Businesses	N/A
10.	Demolition and Removal	N/A
11.	Construction and Project Improvement	\$383,521.00
12.	Equipment	N/A
13.	Miscellaneous	N/A
14.	Total	\$648,550.00
15.	Estimated Income	N/A
16.	Net Project Amount	\$648,550.00
17.	Less Ineligible Exclusions	\$0
18.	Add: Contingencies	\$0

19.	Total Project Amount	\$648,550.00
20.	Federal Share Requested	\$608,015.00
	93.75% of total project amount (Line 19)	
21.	Add Rehabilitation Grants Requested	N/A
22.	Total Federal Grant Requested (Lines 20 and 21)	\$608,015.00
23.	Grantee Share	\$40,535.00
	Local Funds- Lander County, NV (6.25%)	
24.	Other Shares	\$0.00
25.	Total Project	\$648,550.00

CIP/APPLICATION DATA SHEET

AIRPORT: BATTLE MOUNTAIN AIRPORT **LOCAL PRIORITY:** 1 OF 3 **UPDATED:** APR 2024

WORK ITEM (s): REPLACE RUNWAY 4 VASI AND RUNWAY 22 PAPI (BID & CONSTRUCT)



■ **PROJECT AREA**

JUSTIFICATION:

THE EXISTING VASI SYSTEM ON THE RUNWAY 4 END IS NEARLY 40 YEARS OLD AND WELL PAST ITS USEFUL LIFE (15 YEARS PER FAA AIP HANDBOOK). THIS SYSTEM IS ALSO FAA-OWNED AND REQUIRES SIGNIFICANT RESOURCES FROM THE ELKO SSC TEAM FOR MAINTENANCE AND OPERATIONAL COORDINATION. REPLACING THIS SYSTEM WITH A SPONSOR-OWNED 4-BOX PAPI SYSTEM WILL REDUCE THIS BURDEN TO FAA FACILITIES STAFF AND SIGNIFICANTLY REDUCE MAINTENANCE ON THIS OBSOLETE SYSTEM. THE EXISTING 4-BOX PAPI SYSTEM ON THE RUNWAY 22 END IS NEARLY 20 YEARS OLD AND PAST ITS USEFUL LIFE AS WELL. THIS SYSTEM REQUIRES SIGNIFICANT MAINTENANCE AND REPLACING THE SYSTEM IN CONJUNCTION WITH THE RUNWAY 4 VASI WILL PROVIDE CONSISTENCY FOR BOTH MAINTENANCE AND OPERATIONAL COORDINATION. THE NEW 4-BOX PAPI SYSTEMS ARE ANTICIPATED TO BE LED SYSTEMS THAT ARE MORE ENVIRONMENTALLY CONSCIOUS.

SPONSOR SIGNATURE: _____ **DATE:** _____
MR. BARTOLO RAMOS, COUNTY MANAGER

COST ESTIMATE:

ADMINISTRATION <u>\$28,407.00</u>	ENGINEERING <u>N/A</u>	ENVIRONMENTAL <u>\$41,495.00</u>
LAND <u>N/A</u>	INSPECTION <u>\$144,313.00</u>	CONTINGENCIES <u>N/A</u>
APPRAISALS <u>N/A</u>	CONSTRUCTION <u>\$216,381.00</u>	TOTAL COST <u>\$430,596.00</u>

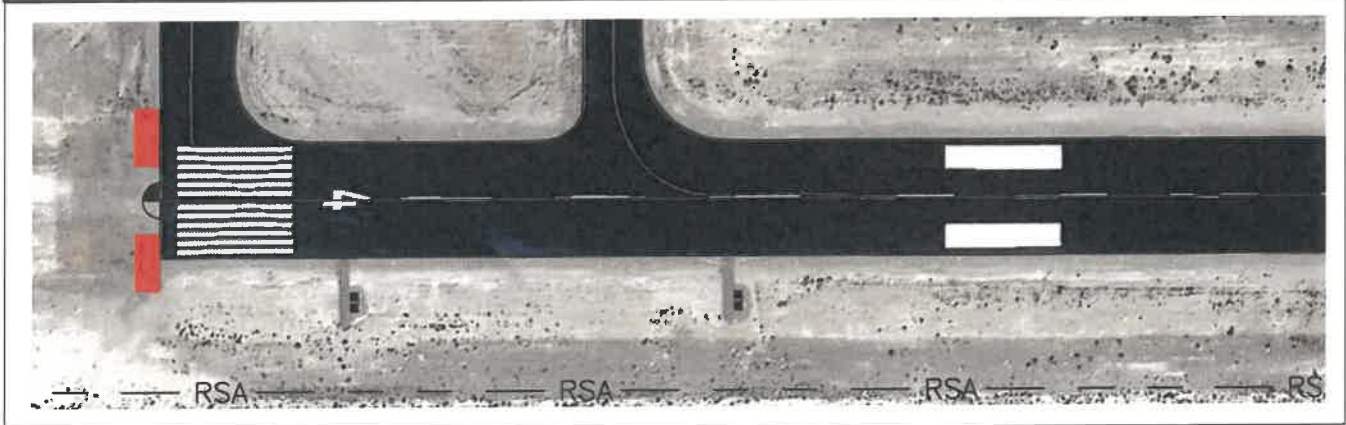
ADO USE:

PREAPP **GRANT** **NPIAS** **WORK** **FAA**
NO: _____ **NO:** _____ **CODE:** _____ **CODE:** _____ **PRIOR:** _____ **FED \$** _____

CIP/APPLICATION DATA SHEET

AIRPORT: BATTLE MOUNTAIN AIRPORT **LOCAL PRIORITY:** 2 OF 3 **UPDATED:** APR 2024

WORK ITEM (s): INSTALL RUNWAY 4-22 REILS (BID & CONSTRUCT)



■ **PROJECT AREA**

JUSTIFICATION:

INSTALLING RUNWAY END IDENTIFIER LIGHTS (REILS) AT THE RUNWAY 4 AND RUNWAY 22 ENDS WILL PROVIDE RAPID AND POSITIVE IDENTIFICATION OF THE END OF THE RUNWAY. THIS SIGNIFICANTLY INCREASES SAFETY FOR LANDING AIRCRAFT, ESPECIALLY DURING NIGHTTIME, LOW-LIGHT, AND LOW-VISIBILITY CONDITIONS. INSTALLATION OF THE REILS ARE ESPECIALLY IMPORTANT TO DISTINGUISH THE RUNWAY ENDS FROM COMMUNITY GROWTH TO THE SOUTH AND INTERSTATE TRAFFIC TO THE NORTH.

SPONSOR SIGNATURE: _____ **DATE:** _____
MR. BARTOLO RAMOS, COUNTY MANAGER

COST ESTIMATE:

ADMINISTRATION <u>N/A</u>	ENGINEERING <u>N/A</u>	EQUIPMENT <u>N/A</u>
LAND <u>N/A</u>	INSPECTION <u>\$10,000.00</u>	CONTINGENCIES <u>N/A</u>
APPRAISALS <u>N/A</u>	CONSTRUCTION <u>\$50,000.00</u>	TOTAL COST <u>\$60,000.00</u>

ADO USE:

PREAPP NO: _____ **GRANT NO:** _____ **NPIAS CODE:** _____ **WORK CODE:** _____ **FAA PRIOR:** _____ **FED \$** _____

CIP/APPLICATION DATA SHEET

AIRPORT: BATTLE MOUNTAIN AIRPORT **LOCAL PRIORITY:** 3 OF 3 **UPDATED:** NOV 2023

WORK ITEM (s): REPLACE/RELOCATE BEACON & TIP-DOWN POLE (DESIGN, BID & CONSTRUCT))



■ **PROJECT AREA**

JUSTIFICATION:

THE EXISTING AIRFIELD BEACON IS WELL PAST ITS USEFUL LIFE AND NEEDS BULB REPLACEMENTS FREQUENTLY DUE TO FAILURE OF THE SYSTEM'S POWER REGULATION CAPABILITIES. THE BEACON IS LOCATED AT THE TOP OF AN LARGE, OLD A-FRAME TOWER. THE TOWER IS UNSAFE TO SCALE, REQUIRING A LARGE LIFT TRUCK TO PERFORM MAINTENANCE ON THE BEACON. A NEW LED BEACON WILL REQUIRE SIGNIFICANTLY LESS MAINTENANCE AND WILL DRAW SIGNIFICANTLY LESS POWER. THE NEW BEACON WILL BE INSTALLED ON A TIP-DOWN POLE TO INCREASE SAFETY AND ACCESSIBILITY.

SPONSOR SIGNATURE: _____ **DATE:** _____
MR. BARTOLO RAMOS, COUNTY MANAGER

COST ESTIMATE:

ADMINISTRATION <u>N/A</u>	ENGINEERING <u>\$30,814.00</u>	EQUIPMENT <u>N/A</u>
LAND <u>N/A</u>	INSPECTION <u>\$10,000.00</u>	CONTINGENCIES <u>N/A</u>
APPRAISALS <u>N/A</u>	CONSTRUCTION <u>\$117,140.00</u>	TOTAL COST <u>\$157,954.00</u>

ADO USE:

PREAPP NO: _____ **GRANT NO:** _____ **NPIAS CODE:** _____ **WORK CODE:** _____ **FAA PRIOR:** _____ **FED \$** _____

Summary: An ordinance repealing Lander County Code Chapter 8.45 - Prohibition of Medical Marijuana Establishments and moving and amending the provisions of Chapter 8.46 - Recreational and Medical Marijuana Cultivation Facilities in Title 8 - Health and Safety to a new Chapter 5.28 - Cannabis Establishments in Title 5 - Business Licenses and Regulations, to allow and license the operation of medical cannabis establishments including cultivation facilities, independent testing laboratories, production facilities and dispensaries, and adult-use cannabis establishments, including cultivation facilities, independent testing laboratories, production facilities, distributors and retail stores, and providing other matters relating thereto.

BILL NO. 2024-04-25

ORDINANCE NO. 2024-01

AN ORDINANCE REPEALING LANDER COUNTY CODE CHAPTER 8.45 - PROHIBITION OF MEDICAL MARIJUANA ESTABLISHMENTS; CREATING CHAPTER 5.28 - CANNABIS ESTABLISHMENTS IN TITLE 5 - BUSINESS LICENSES AND REGULATIONS; MOVING, REENACTING AND AMENDING THE PROVISIONS OF CHAPTER 8.46 - RECREATIONAL AND MEDICAL MARIJUANA CULTIVATION FACILITIES IN TITLE 8 - HEALTH AND SAFETY TO THE NEW CHAPTER 5.28 - CANNABIS ESTABLISHMENTS IN TITLE 5 - BUSINESS LICENSES AND REGULATIONS TO ALLOW AND LICENSE THE OPERATION OF MEDICAL CANNABIS ESTABLISHMENTS INCLUDING CULTIVATION FACILITIES, INDEPENDENT TESTING LABORATORIES, PRODUCTION FACILITIES AND DISPENSARIES, AND ADULT-USE CANNABIS ESTABLISHMENTS, INCLUDING CULTIVATION FACILITIES, INDEPENDENT TESTING LABORATORIES, PRODUCTION FACILITIES, DISTRIBUTORS AND RETAIL STORES AS AUTHORIZED UNDER CHAPTERS 678A THROUGH 678D OF THE NEVADA REVISED STATUTES; REPEALING CHAPTER 8.46 - RECREATIONAL AND MEDICAL MARIJUANA CULTIVATION FACILITIES; AND PROVIDING OTHER MATTERS RELATING THERETO.

[NOTE: Additions are shown in *bolded italics*, and deletions are shown with ~~strikethrough~~.]

WHEREAS, Lander County, in the State of Nevada (the "County" and the "State," respectively), was created as a county pursuant to Nevada Revised Statutes ("NRS") 243.165 and is operating as a county and a political subdivision under the laws of the State; and

WHEREAS, in 2001, the Nevada Legislature enacted NRS Chapter 453A, which authorized medical marijuana establishments and required that such establishments comply with all local business licensing, local land use, and code requirements.

WHEREAS, in 2016, the people of the State of Nevada approved Ballot Question #2, the Initiative to Regulate and Tax Marijuana, legalizing the purchase, possession, and use of marijuana for persons twenty-one years of age or older effective January 1, 2017. This law, codified in NRS Chapter 453D, allowed recreational marijuana establishments and sales within the State of Nevada

and required such establishments to comply with all local business licensing, land use, and code requirements.

WHEREAS, in 2018, the Lander County Board of County Commissioners adopted Ordinance No. 2018-02, codified as Lander County Code Title 8 – Health and Safety, Chapter 8.46 – Recreational and Medical Marijuana Cultivation Facilities, which allows medical marijuana cultivation facilities and retail marijuana cultivation facilities in Lander County, and established the procedure for licensing.

WHEREAS, on November 29, 2018, the Lander County Board of County Commissioners approved a request to modify Lander County Code 8.45.030 and 8.46.030 to allow for a medical/recreational marijuana dispensary establishment in Lander County.

WHEREAS, in 2019, the Nevada Legislature passed Assembly Bill 533 (AB 533 (2019)) and Section 3 of the bill stated that:

The Legislature hereby finds, and declares to be the public policy of this State, that:

1. The cannabis industry is beneficial to the economy of the State and the general welfare of its residents.

2. The continued growth and success of the cannabis industry is dependent upon public confidence and trust that:

(a) Residents who suffer from chronic or debilitating medical conditions will be able to obtain medical cannabis safely and conveniently;

(b) Residents who choose to engage in the adult use of cannabis may also obtain adult-use cannabis in a safe and efficient manner;

(c) Cannabis establishments do not unduly impact the quality of life enjoyed by residents of the surrounding neighborhoods;

(d) Cannabis licenses and registration cards are issued in a fair and equitable manner;

(e) The holders of cannabis licenses and registration cards are representative of their communities; and

(f) The cannabis industry is free from criminal and corruptive elements.

3. Public confidence and trust can only be maintained by strict regulation of all persons, locations, practices, associations and activities related to the operation of cannabis establishments.

4. All cannabis establishments and cannabis establishment agents must therefore be licensed, controlled and assisted to protect the public health, safety, morals, good order and general welfare of the inhabitants of the State, to foster the stability and success of the cannabis industry and to preserve the competitive economy and policies of free competition of the State of Nevada.

WHEREAS, AB 533 (2019) created the Nevada Cannabis Advisory Commission and the Nevada Cannabis Compliance Board, and transferred the authority to license and regulate persons and establishments engaged in certain cannabis activities from the Department of Taxation to the Cannabis Compliance Board.

WHEREAS, AB 533 (2019) repealed NRS Chapters 453A and 453D, and reenacted, revised and reorganized the statutes concerning marijuana or cannabis establishments into NRS Title 56 Regulation of Cannabis, Chapters 678A, 678B, 678C and 678D.

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF LANDER COUNTY, NEVADA DOES ORDAIN AS FOLLOWS:

SECTION 1. Lander County Code, Title 8 - Health and Safety, Chapter 8.45 - Prohibition of Medical Marijuana Establishments and all of its provisions are hereby repealed and deleted in full, as follows:

~~**Chapter 8.45 – PROHIBITION OF MEDICAL MARIJUANA ESTABLISHMENTS**~~

~~**Sections:**~~

~~**8.45.010 – Authority and purpose.**~~

~~This chapter is enacted in response to Nevada Revised Statutes ("NRS") Chapter 453A that permits one medical marijuana establishment to be established in Lander County.~~

~~This chapter is enacted for the following purposes:~~

- ~~A. — As there is legal uncertainty between federal laws and Nevada laws regarding medical marijuana establishments, Lander County does not want to be in violation of any federal laws.~~
- ~~B. — Lander County has an obligation to protect the public health, safety and welfare of our residents, children and businesses from harmful secondary effects that may be created by the operation of a medical marijuana establishment in Lander County.~~
- ~~C. — Lander County is a small rural county without the necessary infrastructure and resources to properly monitor and ensure that any medical marijuana establishment abides by the applicable state regulations and laws.~~
- ~~D. — Battle Mountain, the area in which NRS Chapter 453A requires the establishment to be located, would put it within a close geographic proximity to residential neighborhoods, schools, parks, and religious institutions due to the small population and overall geographic size of the town.~~

~~**8.45.020 – Definitions.**~~

~~As used in this chapter, the words and terms defined in this section have the meanings ascribed to them under NRS Chapter 453A and Nevada Administrative Code ("NAC") Chapter 453A.~~

~~**8.45.030 – Prohibition.**~~

~~Notwithstanding any other provision of the Lander County Code, the Board of County Commissioners of Lander County hereby prohibits medical marijuana establishments.~~

SECTION 2. Lander County Code, Title 5 – Business Licenses and Regulations is hereby amended by adding a new chapter, as follows:

Chapter 5.28 – CANNABIS ESTABLISHMENTS

SECTION 3. The provisions of Lander County Code, Title 8 – Health and Safety, Chapter 8.46 – Recreational and Medical Marijuana Cultivation Facilities are hereby moved, reenacted and amended to Title 5 – Business Licenses and Regulations, Chapter 5.28 – Cannabis Establishments, as follows:

~~[8.46.010]~~ **5.28.010 Findings.**

~~[A.—]~~ The board of county commissioners finds and declares:

1. This chapter is an exercise of power conferred upon the board of county commissioners by Nevada Revised Statutes ("NRS") *Chapters* 244 and 278 which authorize county commissioners to regulate businesses, zoning, and land use, and to ensure the public health, safety, and welfare of the inhabitants of the unincorporated areas of the county.
2. In 2001, the ~~[legislature]~~ *Nevada Legislature* enacted NRS *Chapter* 453A, which ~~[authorizes]~~ *authorized* medical marijuana establishments and ~~[requires]~~ *required* that such establishments comply with all local business licensing, local land use, and code requirements.
3. In ~~[2017]~~ *2016*, the people of the ~~[state]~~ *State* of Nevada approved Ballot Question #2, *the Initiative to Regulate and Tax Marijuana*, legalizing the *purchase, possession, and* use of marijuana for persons twenty-one years of age or older *effective January 1, 2017*. ~~[, now]~~ *This law*, codified in NRS *Chapter* 453D, ~~[which—allows]~~ *allowed* recreational marijuana establishments and sales within the State of Nevada and ~~[requires]~~ *required* such establishments to comply with all local business licensing, ~~[requirements, local]~~ land use, and code requirements.
4. *In 2019, the Nevada Legislature passed Assembly Bill 533 creating the Nevada Cannabis Advisory Commission and the Nevada Cannabis Compliance Board, and transferring the authority to license and regulate persons and establishments engaged in certain cannabis activities from the Department of Taxation to the Cannabis Compliance Board. AB 533 (2019) also repealed NRS Chapters 453A and 453D, and reenacted, revised and reorganized the statutes concerning marijuana or cannabis establishments into NRS Title 56 Regulation of Cannabis, Chapters 678A, 678B, 678C and 678D.*
5. ~~[With the exception of cultivation facilities, all marijuana establishments authorized under NRS 453A and 453D]~~ *Cannabis consumption lounges* fail to conform to the character of Lander County and threaten the health, safety, and general welfare of the inhabitants of the unincorporated areas of

Lander County. Therefore, ~~[with the exception of cultivation facilities, all marijuana establishments]~~ *all cannabis consumption lounges* authorized under NRS ~~[453A and 453D]~~ *Title 56 Regulation of Cannabis, Chapters 678A, 678B and 678D*, are prohibited within all zoning districts as set forth in Title 17, Chapters 17.36, 17.38 and 17.62 of the Lander County Code.

- ~~[5]~~6. The public health, safety, and welfare of the inhabitants of the unincorporated areas of the county require the regulation and licensure of all persons engaged in, associated with, or in control of ~~[cultivation facilities]~~ *cannabis establishments* authorized under NRS ~~[453A and/or NRS 453D]~~ *Chapters 678A through 678D*. Therefore, any ~~[cultivation facility]~~ *cannabis establishment, other than cannabis consumption lounges*, licensed by the State of Nevada as a ~~[marijuana]~~ *cannabis* establishment solely under the authority of NRS ~~[453A]~~ *Chapters 678A through 678D* shall require a ~~[marijuana]~~ *cannabis* establishment license under the authority of this chapter. ~~[Any cultivation facility licensed by the State of Nevada under NRS 453D shall require a retail marijuana establishment license under the authority of this chapter, regardless of whether the marijuana establishment is concurrently licensed by the State of Nevada under NRS 453A.]~~
- ~~[6]~~7. Licensure to operate a ~~[cultivation facility]~~ *cannabis establishment* under NRS ~~[453A, NRS 453D]~~ *Chapters 678A through 678D*, and this chapter is not a right, but a revocable privilege. No property right exists for individuals or businesses to operate a ~~[cultivation facility]~~ within the unincorporated areas of the county. To the extent that ~~[marijuana]~~ *cannabis* establishments are ~~[registered]~~ *licensed* and authorized by the State of Nevada, the purpose of this chapter is to license and regulate ~~[cultivation facilities]~~ *cannabis establishments, other than cannabis consumption lounges*, within the unincorporated areas of the county to protect the public interests over those of ~~[marijuana]~~ *cannabis* businesses. The license privilege may be denied, revoked, conditioned, suspended, or subjected to any other regulatory action by the county in the exercise of its police powers for the protection of the health, safety, and general welfare of the inhabitants of the unincorporated areas of the county and to safeguard the public.
- ~~[7]~~8. This chapter is intended to implement NRS ~~[453A and NRS 453D]~~ *Chapters 678A through 678D* and to establish criteria for the issuance of licenses that are a prerequisite for the exemption from state prosecution provided for in NRS ~~[453A and NRS 453D]~~ *Chapters 678A through 678D*. The Federal Controlled Substances Act ("FCSA") and related regulations classify marijuana *or cannabis* as a schedule I controlled substance and prohibit its cultivation, possession, use, production, transportation, and dispensing for medical reasons or otherwise. Those involved with medical or ~~[recreational marijuana]~~ *cannabis* establishments remain subject to prosecution under the FCSA regardless of ~~[Nevada Revised Statutes 453A, 453D]~~ *NRS Chapters 678A through 678D*, and this chapter. Nothing in this chapter is intended to authorize or make legal any act that federal or

state law does not permit or sanction or assist in any violation of any federal or state law.

~~[8.46.020]~~ 5.28.020 Definitions.

~~[As used in this chapter, unless the context requires otherwise, the words and terms defined in this section shall have the meanings ascribed to them in this section:~~

~~A. "Community facility" means:~~

- ~~1. A facility licensed by Lander County to provide day care to children.~~
- ~~2. A public park.~~
- ~~3. A playground.~~
- ~~4. A public swimming pool as defined in NRS 444.065.~~
- ~~5. A center or facility, the primary purpose of which is to provide recreational opportunities or services to children or adolescents.~~
- ~~6. A church, synagogue or other building, structure or place used for religious worship or other religious purpose.~~

~~B. "Cultivation facility" means a business that:~~

- ~~1. Is licensed by the State of Nevada; and~~
- ~~2. Acquires, possesses, cultivates, delivers, transfers, transports, supplies or sells marijuana and related supplies to any other marijuana establishment.~~

~~C. "Facility for the production of edible marijuana products or marijuana-infused products" means a business that:~~

- ~~1. Is licensed by the State of Nevada; and~~
- ~~2. Acquires, possess, manufactures, delivers, transfers, transports, supplies or sells edible marijuana projects [products] or marijuana-infused products to any other marijuana establishment.~~

~~D. "Independent testing laboratory" means a facility certified by the State of Nevada to operate as an independent testing laboratory to test marijuana, edible marijuana products and marijuana-infused products that are sold in the State of Nevada pursuant to state law.~~

~~E. "Marijuana" means:~~

- ~~1. The dried leaves and flowers of any plant of the genus cannabis, and any mixture or preparation thereof that are appropriate for the use of marijuana; or the seeds of a plant of the genus cannabis;~~
- ~~2. The resin extracted from any part of the plant;~~
- ~~3. Every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin; or~~
- ~~4. "Marijuana" does not include the mature stems of the plant, fiber produced from the stems, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stems (except the resin extracted therefrom), fiber, oil or cake, or the sterilized seed of the plant which is incapable of germination.~~

- F. ~~"Medical marijuana" means any marijuana or marijuana-infused products acquired, possessed, cultivated, delivered, transferred, transported, supplied or sold pursuant to a license issued by the State of Nevada under the authority of Nevada Revised Statutes Chapter 453A.~~
- G. ~~"Marijuana-infused products" means products that:~~
- ~~1. Are infused with marijuana or an extract thereof;~~
 - ~~2. Are intended for use or consumption by humans through means other than inhalation or oral ingestion; and~~
 - ~~3. The term includes, without limitation, topical products, ointments, oils and tinctures.~~
- H. ~~"Medical marijuana dispensary" means a business that:~~
- ~~1. Is licensed by the State of Nevada; and~~
 - ~~2. Acquires, possesses, delivers, transfers, supplies, sells or dispenses marijuana or related supplies and educational materials to the holder of a valid registry identification card, or at retail as authorized by state law.~~
- I. ~~"Marijuana distributor" means a business that:~~
- ~~1. Is licensed by the State of Nevada; and~~
 - ~~2. Transports marijuana or marijuana-infused products from one marijuana establishment to another marijuana establishment.~~
- J. ~~"Marijuana establishment" means:~~
- ~~1. An independent testing laboratory;~~
 - ~~2. A cultivation facility;~~
 - ~~3. A facility for the production of edible marijuana products or marijuana-infused products;~~
 - ~~4. A medical marijuana dispensary;~~
 - ~~5. A marijuana distributor; or~~
 - ~~6. A business that has registered with the state and paid the requisite fees to act as more than one of the types of businesses listed in subsections 2, 3, 4 and 5 of this definition.~~
- K. ~~"Marijuana establishment agent" means an owner, officer, board member, employee or volunteer of a marijuana establishment.~~
- L. ~~"Marijuana establishment agent registration card" means a registration card that is issued by the State of Nevada authorizing a person to volunteer or work at a marijuana establishment.~~
- M. ~~"Marijuana establishment registration certificate" means a registration certificate that is issued by the State of Nevada authorizing the operation of a marijuana establishment.~~
- N. ~~"Retail marijuana" means any marijuana or marijuana-infused products acquired, possessed, cultivated, delivered, transferred, transported, supplied or sold pursuant~~

~~to a license issued by the State of Nevada under the authority of Nevada Revised Statutes chapter 453D.]~~

The terms in this chapter have the same meaning ascribed to those terms defined in NRS Chapters 678A through 678D, unless the context requires otherwise.

~~[8.46.030]~~ 5.28.030 Policy declaration.

It is declared to be the policy of the county that ~~[, with exception of cultivation facilities, all marijuana establishments authorized under NRS 453A and 453D]~~ *cannabis consumption lounges* fail to conform to the character of Lander County and threaten the health, safety, and general welfare of the inhabitants of the unincorporated areas of Lander County.

~~[With the exception of cultivation facilities, all marijuana establishments]~~ *Cannabis consumption lounges* authorized under NRS ~~[453A and 453D]~~ *Title 56 Regulation of Cannabis, Chapters 678A, 678B and 678D* are prohibited within all zoning districts as set forth in Title 17, Chapters 17.36, 17.38 and 17.62 of the Lander County Code and are not authorized to be licensed under this chapter.

All ~~[cultivation facilities]~~ *cannabis establishments, other than cannabis consumption lounges*, operating in the unincorporated areas of the county shall be licensed and controlled in order to protect the public health, safety, morals and good order and the general welfare of the inhabitants of the unincorporated areas of the county. Any ~~[cultivation facility]~~ *cannabis establishment, other than cannabis consumption lounges*, licensed by the State of Nevada ~~[as a medical marijuana establishment only]~~ under the authority of NRS ~~[453A]~~ *Chapters 678A through 678D* shall require a ~~[marijuana]~~ *cannabis* establishment license under the authority of this ~~[title]~~ *chapter*. ~~[Any cultivation facility licensed by the State of Nevada as a marijuana establishment under the authority of NRS 453D shall require a retail marijuana establishment license under the authority of this title, regardless of whether the cultivation facility is concurrently licensed by the State of Nevada as a medical marijuana cultivation facility under the authority of NRS 453A.]~~

~~[8.46.040 Medical marijuana cultivation facility]~~ 5.28.040 Cannabis establishment licenses—Required.

It is unlawful for any person, firm, association or corporation, either as owner, employee or lessee, without first having obtained a license, to engage in ~~[-~~

~~The cultivation of medical marijuana]~~ *the operation of a cannabis establishment* without first obtaining a ~~[registration certificate]~~ *license for a cannabis establishment* from the State of Nevada, business license and any other authorization to conduct business.

- A. The ~~[registration certificate]~~ *license for the cannabis establishment from the State of Nevada* and business license must be posted in a conspicuous place within the establishment;
- B. All employees of the firm, association or corporation must obtain and maintain their ~~[marijuana]~~ *cannabis* establishment agent registration card; and
- C. Any ~~[registration certificate]~~ *license for the cannabis establishment* must be maintained with the state or the ~~[city's]~~ *county license and* business license will be revoked.

~~[8.46.050 Retail marijuana cultivation facility license—Required.~~

~~It is unlawful for any person, firm, association or corporation with or without a fixed place of business in the county, either as owner, employee or lessee, without first having obtained a license, to engage in:~~

~~The cultivation of marijuana for commercial purposes without first obtaining a registration certificate from the State of Nevada, a business license, and any other authorization to conduct business.~~

- ~~A. The registration certificate and business license must be posted in a conspicuous place within the establishment;~~
- ~~B. All employees of the firm, association or corporation must obtain and maintain their marijuana establishment agent registration card; and~~
- ~~C. Any state registration certificate must be maintained with the state or the city's business license will be revoked.]~~

~~[8.46.060] 5.28.050 Individuals only to be licensed.~~

- A. A county license may be issued only to an individual person or persons who, as licensee or licensees, shall be held personally responsible for the orderly conduct of the business.
- B. If an applicant for a license is not the sole owner of the business to be conducted on the premises for which the license is sought, the application shall be accompanied by a verified statement of the owner or owners of the business appointing the applicant as the agent of the owner or owners and authorizing him or her to apply for the license and conduct the business.

~~[8.46.070 Medical marijuana cultivation facility] 5.28.060 Cannabis establishments—Application—Contents.~~

Any person desiring to establish, conduct or operate a ~~[cultivation facility]~~ *cannabis establishment, other than a cannabis consumption lounge*, pursuant to NRS ~~[453A]~~ *Chapters 678A through 678D*, shall submit a written and verified application for such license setting forth the following information:

- A. The name, age, sex and residence address, and the addresses of all residences for the preceding five years, of the applicant;
- B. A description of the premises to be licensed, stating the street and number and the portion of the premises to be occupied by the establishment for which the license is sought;
- C. The particular type of ~~[marijuana]~~ *cannabis* establishment that the applicant proposes to carry on, conduct or operate on the described premises;
- D. The name of the owner of the premises on which the licensed business is to be conducted, and the name of his authorized agent, if any;
- E. A statement that, if the license is granted, the applicant will conduct the ~~[marijuana]~~ *cannabis* establishment in accordance with the provisions of the laws of the state and the ordinances of the county applicable to the conduct of such business, and

that the application is made upon the express condition that, if the license is granted, it shall be subject to revocation in accordance with the provisions of this chapter;

- F. Provide documentation that the applicant has received the necessary ~~[registration certificate]~~ *license for the cannabis establishment* from the State of Nevada to operate a ~~[medical marijuana cultivation facility]~~ *cannabis establishment*;
- G. Provide a safety plan, including but not limited to, storage of ~~[marijuana]~~ *cannabis* products; loading and unloading; passage of employees and customers; disposal of ~~[marijuana]~~ *cannabis* products and hours of operation; and
- H. Provide a plan on the handling and storage of money in the physical form of currency, such as banknotes and coins.

~~[8.46.080 Retail marijuana establishment license—Application—Contents.~~

~~Any person desiring to establish, conduct or operate any retail marijuana cultivation facility pursuant to NRS 453D shall submit a written and verified application for such license setting forth the following information:~~

- ~~A. The name, age, sex and residence address, and the addresses of all residences for the preceding five years, of the applicant;~~
- ~~B. A description of the premises to be licensed, stating the street and number and the portion of the premises to be occupied by the establishment for which the license is sought;~~
- ~~C. The particular type of marijuana establishment that the applicant proposes to carry on, conduct or operate on the described premises;~~
- ~~D. The name of the owner of the premises on which the licensed business is to be conducted, and the name of his authorized agent, if any;~~
- ~~E. A statement that, if the license is granted, the applicant will conduct the marijuana establishment in accordance with the provisions of the laws of the state and the ordinances of the county applicable to the conduct of such business, and that the application is made upon the express condition that, if the license is granted, it shall be subject to revocation in accordance with the provisions of this chapter;~~
- ~~F. Provide documentation that the applicant has received the necessary registration certificate from the State of Nevada to operate a retail marijuana cultivation facility;~~
- ~~G. Provide a safety plan, including but not limited to, storage of marijuana products; loading and unloading; passage of employees and customers; disposal of marijuana products; and hours of operation; and~~
- ~~H. Provide a plan on the handling and storage of money in the physical form of currency, such as banknotes and coins.]~~

~~[8.46.090] 5.28.070 Filing application—Compliance with land use and zoning—Payment of fees.~~

- A. Applicants for a ~~[marijuana cultivation facility]~~ *license for a cannabis establishment, other than a cannabis consumption lounge*, authorized by NRS ~~[453A or 453D]~~ *Chapters 678A through 678D*, 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]~~ *cannabis establishment*.

- B. All licensees of a ~~[marijuana cultivation facility]~~ *cannabis establishment* 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]~~.
- C. *All cannabis cultivation facilities* must be at least one mile out but no further than ten miles outside of the town of Battle Mountain, the town of Austin, and the town of Kingston.
- D. 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.

~~[8.46.100 Marijuana cultivation facility]~~ **5.28.080 Cannabis establishment license—Expiration.**

Each license issued under the provisions of this chapter shall expire effective on the date of the revocation of the Nevada ~~[registration certificate]~~ *license for the cannabis establishment*.

~~[8.46.110 Marijuana cultivation facility]~~ **5.28.090 Cannabis establishment license—Display.**

Each license issued for any marijuana establishment shall be posted in a conspicuous place, in order that it may be readily inspected by any person.

~~[8.46.120]~~ **5.28.100 Operation of businesses by receivers, assignees for the benefit of creditors, guardians and personal representatives.**

- A. If a receiver or assignee for the benefit of creditors is appointed for a licensed business, or if a receiver, assignee for the benefit of creditors or guardian of the property of a person holding a license is appointed during the time for which such license was granted, or if a person holding a license dies during the term for which a license was granted, the receiver, assignee, guardian, administrator or executor may continue to carry on the licensed business on the designated premises for the balance of the term for which the license was granted, with the same rights and subject to the same restrictions and liabilities as if he were the original holder of the license in compliance with NRS ~~[453A]~~ *Chapter 678A through 678D*, state law and county requirements.
- B. Before continuing such business, the receiver, assignee, guardian, administrator or executor shall file a written and verified statement with the county clerk, addressed to the board of county commissioners, setting forth the facts and circumstances under which he has succeeded to the rights of the original licensee, and his legal qualifications. The written statement must include documentation from the State of Nevada that the state has approved the transfer of the operations of the ~~[marijuana cultivation facility]~~ *cannabis establishment*.

[8.46.130 Marijuana] 5.28.110 Cannabis establishment license—Revocation—Grounds.

Any ~~[marijuana cultivation facility]~~ *cannabis establishment* license may be revoked by the county if it appears to the satisfaction of a majority of the members of the board of county commissioners that a licensee or an employee has:

- A. Lost their registration certification from the State of Nevada;
- B. Been convicted, subsequent to issuance of the license, of an offense of such a nature that the licensee is no longer a suitable or qualified person to hold a license;
- C. Made any false material statement in an application for a license;
- D. Transferred, assigned or hypothecated a license;
- E. Failed to pay any license fee in advance; and/or
- F. Refused or neglected to comply with any of the provisions of this chapter or Title 17 of the Lander County Code.

[8.46.140 Marijuana] 5.28.120 Cannabis establishment license—Revocation—Procedure.

- A. The board of county commissioners may, on its own motion or upon complaint under oath of any person, institute proceedings to revoke a license by mailing a complaint stating the alleged reason for such proceeding to the licensee at the address shown in his most recent application or supplemental application.
- B. The licensee shall, within five days of the date of such mailing, unless an extension of time is granted by the council, file with the county clerk a written and verified answer to the complaint.
- C. The board of county commissioners shall fix a day and time for a hearing at which the licensee shall be given an opportunity to be heard. If the licensee fails to file an answer within the time required, or fails to appear at the place and time designated for the hearing, the board shall order the license revoked.
- D. The board of county commissioners shall, within ten days from the date of the hearing, enter its order revoking or refusing to revoke the license.
- E. There shall be no reopening, appeal or review of the proceedings before the board of county commissioners, except where it subsequently appears to the satisfaction of the board that the licensee's failure to answer or appear was due to matters beyond his or her control, and not the result of negligence.

[8.46.150 Marijuana] 5.28.130 Cannabis establishment license—Issuance after revocation.

If any license is revoked under the provisions of this chapter, no license shall be granted to the licensee within two years of the date of such revocation and the former licensee must provide documentation from the State of Nevada that the business has been issued a ~~[registration certificate]~~ *license for the cannabis establishment* to operate a ~~[marijuana cultivation facility]~~ *cannabis establishment* in the unincorporated areas of Lander County.

~~[8.46.160 Marijuana]~~ 5.28.140 Cannabis establishment license—Revocation—False complaints.

It is unlawful for any person to cause any complaint to be filed with the board of county commissioners seeking the revocation of any license knowing such complaint to be unfounded in fact.

~~[8.46.170 Marijuana]~~ 5.28.150 Cannabis establishment license—Fee refund not allowed when ceases to operate.

If a licensee ceases to operate a licensed business or if the license is suspended or revoked there shall be no refund of the license fee.

~~[8.46.180]~~ 5.28.160 Access of officials and officers to ~~[marijuana cultivation facility]~~ cannabis establishment.

- A. Lander County Officials, including the sheriff or his designee, shall have access to every part of the premises for which a ~~marijuana cultivation facility~~ cannabis establishment license is issued at any time when such establishment is open for the transaction of business and at all other reasonable times.
- B. The county shall enter and inspect at least annually, with or without notice, any building or premises of a ~~marijuana cultivation facility~~ cannabis establishment to ensure compliance with the standards of this chapter and Title 17 of the Lander County Code.
- C. If the county determines that there are any deficiencies in the operation of a ~~marijuana cultivation facility~~ cannabis establishment, the county may suspend the ~~marijuana cultivation facility~~ cannabis establishment business license and require a written plan and schedule for the corrections.

~~[8.46.190]~~ 5.28.170 Annual license fees—Payment in advance—Exception.

~~[Marijuana cultivation facility]~~ Cannabis establishment license fees shall be in the amounts provided in Section ~~[8.46.200]~~ 5.28.180 and Section ~~[8.46.210]~~ 5.28.190 and shall be paid in advance, as follows:

- A. Application fees will be paid in their entirety.
- B. Origination fees will be paid in their entirety.
- C. The portion of the license fees based on the establishment's quarterly gross receipts shall be payable not later than thirty calendar days after the end of each calendar quarter.
- D. Each establishment that is subject to this section shall, not later than thirty calendar days after the end of each calendar quarter, provide to the county clerk a statement of the amount of revenue the company derived during that calendar quarter.
- E. A license fee not received or postmarked within thirty calendar days after the end of each calendar quarter shall be delinquent, and the licensee shall pay, in addition to the license fee, a penalty of two percent per month of the delinquent amount.

8.46.200 5.28.180 Application fees.

For each application for a business license for a ~~[marijuana cultivation facility]~~ *cannabis establishment*, the applicant shall pay a one-time, non-refundable application fee. The application fee shall be one thousand five hundred dollars for each application.

~~[8.46.210] 5.28.190 License fees for [medical marijuana cultivation facilities] cannabis establishments.~~

License fees for ~~[medical marijuana cultivation facilities]~~ *cannabis establishments* shall be paid as follows:

- A. Origination Fees. An original fee of twenty thousand dollars, in addition to the quarterly renewal fees listed in this section, is imposed and payable prior to the issuance of a ~~[medical marijuana cultivation facility]~~ *cannabis establishment* license.
- B. Each ~~[medical marijuana cultivation facility]~~ *cannabis establishment* licensee shall pay:
 - 1. One percent of the gross revenue that does not exceed one hundred fifty thousand dollars per calendar quarter year; and also
 - 2. Two percent of the gross revenue that exceeds one hundred fifty thousand dollars per calendar quarter year and does not exceed four hundred thousand dollars per calendar quarter year; and also
 - 3. Three percent of the gross revenue that exceeds four hundred thousand dollars per calendar quarter year.
- C. All quarterly license fees are due on the last day of each calendar quarter. If the payment is received after fifteen days and before thirty days after the due date, ten percent of the total license fee due shall be assessed as a penalty charge. In addition to the above ten percent, if the payment is received more than thirty days after the due date, a reinstatement fee of fifteen percent of the total license fee due shall be assessed. If reinstatement does not occur within sixty days, the license shall be deemed expired and may be reinstated upon filing a request for reinstatement with the county, a showing of good cause, and a payment of double license fees for the delinquent period as a penalty charge. If reinstatement does not take place within ninety days following the calendar quarter, the license is deemed terminated and any application for licensure shall be processed as a new license application rather than as a reinstatement and the licensee shall remain liable for the delinquent fees, including the double license fee penalty charge.

~~8.46.220 License fees for retail marijuana cultivation facilities.~~

~~License fees for retail marijuana cultivation facilities shall be paid as follows:~~

- ~~A. Origination Fees. An original fee of twenty thousand dollars, in addition to the quarterly renewal fees listed in this section, is imposed and payable prior to the issuance of a retail marijuana cultivation facility license.~~
- ~~B. Each medical marijuana cultivation facility licensee shall pay:~~

1. ~~One percent of the gross revenue that does not exceed one hundred fifty thousand dollars per calendar quarter year; and also~~
 2. ~~Two percent of the gross revenue that exceeds one hundred fifty thousand dollars per calendar quarter year and does not exceed four hundred thousand dollars per calendar quarter year; and also~~
 3. ~~Three percent of the gross revenue that exceeds four hundred thousand dollars per calendar quarter year.~~
- C. ~~All quarterly license fees are due on the last day of each calendar quarter. If the payment is received after fifteen days and before thirty days after the due date, ten percent of the total license fee due shall be assessed as a penalty charge. In addition to the above ten percent, if the payment is received more than thirty days after the due date, a reinstatement fee of fifteen percent of the total license fee due shall be assessed. If reinstatement does not occur within sixty days, the license shall be deemed expired and may be reinstated upon filing a request for reinstatement with the county, a showing of good cause, and a payment of double license fees for the delinquent period as a penalty charge. If reinstatement does not take place within ninety days following the calendar quarter, the license is deemed terminated and any application for licensure shall be processed as a new license application rather than as a reinstatement and the licensee shall remain liable for the delinquent fees, including the double license fee penalty charge.~~

~~[8.46.230]~~ 5.28.200 License fees for dual license ~~[marijuana cultivation facilities]~~ *cannabis establishments*.

License fees for ~~[marijuana cultivation facilities]~~ *cannabis establishments* licensed *for dual license for both a medical cannabis establishment and an adult-use cannabis establishment of the same type* ~~[under both NRS 453A and NRS 453D]~~ shall be paid as follows:

- A. Origination Fees. An original fee of thirty thousand dollars, in addition to the quarterly renewal fees listed in this section, is imposed and payable prior to the issuance of a ~~[retail marijuana cultivation facility]~~ *cannabis establishment* license.
- B. A ~~[cultivation facility]~~ *cannabis establishment* that obtains a dual license ~~[under NRS 453A or 453D]~~ after paying an origination under Section ~~[8.46.210 or 8.46.220]~~ **5.28.190** of this chapter shall pay an additional ten thousand dollars.
- C. Each ~~[medical marijuana cultivation facility]~~ *dual license cannabis establishment* licensee shall pay:
 1. One percent of the gross revenue that does not exceed one hundred fifty thousand dollars per calendar quarter year; and also
 2. Two percent of the gross revenue that exceeds one hundred fifty thousand dollars per calendar quarter year and does not exceed four hundred thousand dollars per calendar quarter year; and also
 3. Three percent of the gross revenue that exceeds four hundred thousand dollars per calendar quarter year.
- D. All quarterly license fees are due on the last day of each calendar quarter. If the payment is received after fifteen days and before thirty days after the due date, ten

percent of the total license fee due shall be assessed as a penalty charge. In addition to the above ten percent, if the payment is received more than thirty days after the due date, a reinstatement fee of fifteen percent of the total license fee due shall be assessed. If reinstatement does not occur within sixty days, the license shall be deemed expired and may be reinstated upon filing a request for reinstatement with the county, a showing of good cause, and a payment of double license fees for the delinquent period as a penalty charge. If reinstatement does not take place within ninety days following the calendar quarter, the license is deemed terminated and any application for licensure shall be processed as a new license application rather than as a reinstatement and the licensee shall remain liable for the delinquent fees, including the double license fee penalty charge.

~~[8.46.240]~~ 5.28.210 On site use prohibited.

No marijuana *or cannabis* shall be smoked, ingested, or otherwise consumed on the premises of any ~~[marijuana cultivation facility]~~ *cannabis establishment* nor in a public place~~;~~ ~~unless otherwise provided in NRS~~.

~~[8.46.250]~~ 5.28.220 Age limitation.

No person under the age of twenty-one years of age shall be allowed in a ~~[marijuana cultivation facility]~~ *cannabis establishment*.

~~[8.46.260]~~ 5.28.230 Violation—Penalty.

Any person who violates any of the provisions of this chapter is guilty of a misdemeanor.

~~[8.46.270]~~ 5.28.240 Repeal.

All ordinances or resolutions or parts thereof inconsistent with the ordinance codified in this chapter are repealed to the extent of such inconsistency.

~~[8.46.280]~~ 5.28.250 Severability.

If any *section, paragraph, clause or* provision of the ordinance codified in this chapter or its application to any person or circumstance is *for any reason* held *to be* invalid *or unenforceable*, such invalidity *or unenforceability* shall not affect *any of the remaining* ~~[other]~~ provisions or applications of the ordinance codified in this chapter~~[and the provisions of the ordinance codified in this chapter are declared]~~.

~~8.46.290 Effective.~~

~~The ordinance codified in this chapter shall take effect from and after passage, and after final adoption, the Lander County Commissioners are hereby authorized and directed to have this published by title together with the names of the commissioners voting for or against its passage once a week for a period of two weeks in the Battle Mountain Bugle, a newspaper published in a general circulation in the County of Lander, State of Nevada.~~

SECTION 4. Lander County Code, Title 8 - Health and Safety, Chapter 8.46 – Recreational and Medical Marijuana Cultivation Facilities is hereby repealed and deleted in full, as follows:

~~{Chapter 8.46 — RECREATIONAL AND MEDICAL MARIJUANA CULTIVATION FACILITIES}~~

SECTION 5. General Terms.

1. Severability. If any section, paragraph, clause or provision of this ordinance or its application to any person or circumstance is for any reason held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining provisions or applications of the ordinance.
2. Repealer. All ordinances, or parts thereof, in conflict or inconsistent with the provisions of this ordinance are hereby repealed, but only to the extent of such conflict or inconsistency. The repeals provided in this section shall not be construed to revive any ordinance, or part thereof, which has been previously repealed.
3. Effective Date. Pursuant to NRS 244.100(2)(c), this ordinance shall take effect and be in force from and after its passage and the publication thereof by title only, together with the names of the county commissioners voting for and or against its passage, in a newspaper published in and having a general circulation in Lander County, Nevada, at least once a week for a period of 2 weeks. Specifically, this ordinance shall be in force and effect on the _____ day of _____, 2024.

PROPOSED on the _____ day of _____, 2024 by Commissioner _____.

PASSED and ADOPTED on this _____ day of _____, 2024.

VOTE by Commissioners:

Ayes: _____

Nays: _____

Abstentions: _____

Absent: _____

BOARD OF COUNTY COMMISSIONERS
LANDER COUNTY, NEVADA

By: _____
BRYAN SPARKS, Chair

ATTEST:

MOLLY GONZALEZ, County Clerk



Lander County Commission Agenda Request Form

The Lander County Board of Commissioners meets the 2nd and 4th Thursday of each month
Each individual is responsible to complete their own agenda request form and have it turned in Wednesday by 4:00pm
the week prior to the meeting.

COMMISSIONER MEETING DATE: 4/19/24
NAME: Carlee Petersen REPRESENTING: Admin
ADDRESS: 50 State Route 305
PH: _____ PH: _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? 635-2885

WHO WILL BE ATTENDING THE MEETING: _____

JOB TITLE: Secretary EMAIL: _____

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

Solution to feral cats within Lander County.

BACKGROUND INFORMATION:

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

WILL THERE BE A POWERPOINT PRESENTATION? IF SO WILL IT BE PAPER FORM OR A THUMB DRIVE OR BOTH? BOTH WILL
BE REQUIRED AT THE TIME BACKUP IS TURNED IN. THUMB DRIVE PRESENTATION WILL NEED TO BE OPERATED BY
PRESENTER. YES ___ NO X

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES ___ NO ___
AMOUNT \$ _____

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES X NO ___
WHEN? 4/11/24

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

ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST, NOT AT THE MEETING:
IS ALL THE BACK UP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES X NO ___

IF THE ITEM IS A CONTRACT AND/OR AGREEMENT, OR REQUIRES LEGAL REVIEW, IT MUST BE
REVIEWED BY THE 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 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:

SIGNATURE CPetersen DATE 4/19/24



Lander County Commission Agenda Request Form

The Lander County Board of Commissioners meets the 2nd and 4th Thursday of each month
Each individual is responsible to complete their own agenda request form and have it turned in Wednesday by 4:00pm
the week prior to the meeting.

COMMISSIONER MEETING DATE: 4/25/24

NAME: Carlee Petersen REPRESENTING: Admin

ADDRESS: 50 State Route 305

PH: _____ PH: _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? 635-2885

WHO WILL BE ATTENDING THE MEETING: _____

JOB TITLE: Secretary EMAIL: _____

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

Placement for town transfer station for trash within BM Boundary

BACKGROUND INFORMATION:

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

WILL THERE BE A POWERPOINT PRESENTATION? IF SO WILL IT BE PAPER FORM OR A THUMB DRIVE OR BOTH? BOTH WILL BE REQUIRED AT THE TIME BACKUP IS TURNED IN. THUMB DRIVE PRESENTATION WILL NEED TO BE OPERATED BY PRESENTER.
YES ___ NO X

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES ___ NO ___
AMOUNT \$ _____

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES X NO ___
WHEN? 4/11/24

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

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

IS ALL THE BACK UP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES ___ NO ___

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

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

THE 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:

SIGNATURE _____ DATE _____



Lander County Commission Agenda Request Form

The Lander County Board of Commissioners meets the 2nd and 4th Thursday of each month
Each individual is responsible to complete their own agenda request form and have it turned in Wednesday by 4:00pm
the week prior to the meeting.

COMMISSIONER MEETING DATE: 4/25/24

NAME: Carlee Petersen REPRESENTING: Admin

ADDRESS: 50 State Route 305

PH: _____

PH: _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? 635-2885

WHO WILL BE ATTENDING THE MEETING: _____

JOB TITLE: Secretary EMAIL: _____

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

Code enforcement regarding weeds, junk, etc throughout Lander

BACKGROUND INFORMATION: County

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

WILL THERE BE A POWERPOINT PRESENTATION? IF SO WILL IT BE PAPER FORM OR A THUMB DRIVE OR BOTH? BOTH WILL BE REQUIRED AT THE TIME BACKUP IS TURNED IN. THUMB DRIVE PRESENTATION WILL NEED TO BE OPERATED BY PRESENTER. YES ___ NO X

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES ___ NO ___
AMOUNT \$ _____

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES X NO ___
WHEN? 4/11/24

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 ___ NO ___

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

THE 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:

SIGNATURE CPetersen DATE 4/19/24



Lander County Commission Agenda Request Form

COMMISSIONER MEETING DATE

NAME: marty REPRESENTING: DAY ENGINEERING

ADDRESS: 5 EAST PARK STREET – FALLON, NEVADA 89406

PH: (775) 423-9090 PH: (775) 315-7732 MOBILE

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? MOBILE

WHO WILL BE ATTENDING THE MEETING: marty

JOB TITLE: NONE

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

PRESENT ENGINEERING SERVICES PROPOSAL FOR WATER SYSTEM IMPROVEMENTS AT WELL 6 WATER TREATMENT PLANT TREATED WATER STORAGE TANK

BACKGROUND INFORMATION:

PUBLICLY BID TO SELECT VENDOR FOR WATER SYSTEM IMPROVEMENTS AT WELL 6 WATER TREATMENT PLANT TREATED WATER STORAGE TANK

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

APPROVE ENGINEERING SERVICES PROPOSAL

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES X NO ___
AMOUNT \$ 164,000

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

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

ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST, NOT AT THE MEETING:
IS ALL THE BACK UP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES X NO ___

IF THE ITEM IS A CONTRACT AND/OR AGREEMENT, OR REQUIRES LEGAL REVIEW, IT MUST BE REVIEWED BY THE 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 X

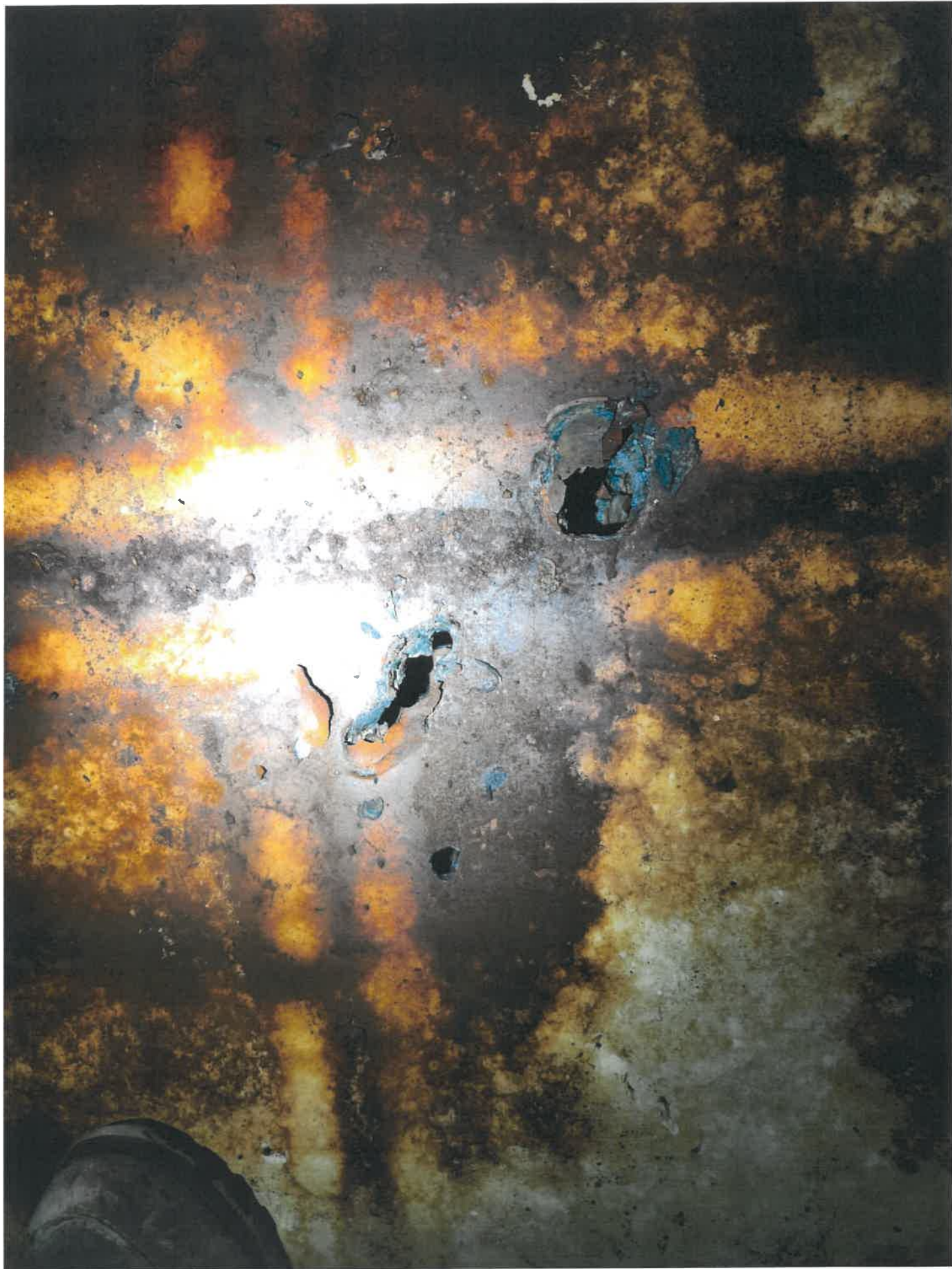
THE COMMISSIONERS RESERVE THE RIGHT TO REJECT OR RECOMMEND TABLING ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE:

SIGNATURE [Signature] DATE APRIL 15, 2024

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





**AGREEMENT
BETWEEN
LANDER COUNTY PUBLIC WORKS
AND
DAY ENGINEERING
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, made this _____ day of April, 2024, by and between LANDER COUNTY PUBLIC WORKS, hereinafter called the CLIENT, and Day Engineering, having an office at 5 East Park Street, Fallon, Nevada 89406, hereinafter called the CONSULTANT.

WITNESSETH:

WHEREAS, CONSULTANT has represented that it has the expertise and staff necessary to perform certain investigation and design services in a competent and professional manner; and

WHEREAS, CLIENT wishes to retain CONSULTANT to perform those services in conjunction with the Capital Improvement Projects and other engineering services as requested.

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

ARTICLE 1 - ENGAGEMENT OF THE CONSULTANT

1.1. The CLIENT hereby engages the CONSULTANT and the CONSULTANT hereby accepts the engagement to perform engineering design and construction administrative services.

1.2. PROJECT DESCRIPTION

The project will entail planning, design and construction assistance for capital improvement projects including rehabilitation of the existing 2.0 MG water storage tank interior at Well 6.

ARTICLE 2 - SERVICES OF THE CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. ADDITIONAL SERVICES

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

ARTICLE 3 - RESPONSIBILITIES OF THE CLIENT

3.1. The CLIENT will:

3.1.A. Upon request and without cost to the CONSULTANT, provide all information that is reasonably available to CLIENT and pertinent to the Project including surveys, reports and any other data relative to design and construction of the Project.

3.1.B. Provide access to and make all provisions for the CONSULTANT to enter upon CLIENT facilities and public lands, as required for the CONSULTANT to perform its work under this Agreement.

3.1. C. Vest the CLIENT Manager or designated representative(s) with authority to act as the CLIENT'S representative with respect to the work to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret and define the CLIENT'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.

ARTICLE 4 - PERIOD OF SERVICES

4.1. The period of services shall be included in the CLIENT'S Fiscal Year 2024/2025 commencing on May 1, 2024 pending CLIENT authorization and ending June 30, 2025.

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

5.1. CONSULTANT'S fee for the work described in Exhibit A, "Scope of Work", will be based upon a time and materials, not-to-exceed fee of \$164,400.00 pursuant with the itemized cost for each separate task identified in Exhibit A, attached hereto and

incorporated herein by reference.

- 5.2. Payment for work accomplished for each major task may be invoiced monthly. The CLIENT will pay approved invoices within thirty (30) days of the date of invoice. Simple interest will be paid at the rate of 1% per month on all unpaid balances not paid within ninety (90) days.
- 5.3. The CLIENT shall notify the CONSULTANT of any disagreement with any submitted invoice for consulting services within thirty (30) days of receipt of an invoice. In the event there is a dispute as to the amount owed and the matter cannot be informally resolved within a reasonable period, either party may invoke remedies allowed by this Agreement. Any amounts not in dispute shall be promptly paid as provided in Section 5.2.
- 5.4 For the work described under Article 2.2. "Additional Services", the CONSULTANT'S fee will be in accordance with Exhibit B, "Schedule of Rates and Charges for Engineering Services".

ARTICLE 6 - LITIGATION

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

ARTICLE 7 - TERMINATION

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - SAVE HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 11 - SUCCESSORS AND ASSIGNS

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

ARTICLE 12 - NOTICE

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

CLIENT: LANDER COUNTY PUBLIC WORKS
50 State Route 305
Battle Mountain, Nevada 89820

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

ARTICLE 13 - ATTORNEY'S FEES

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

ARTICLE 14 - APPLICABLE LAW

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

ARTICLE 15 - SEVERABILITY

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

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

APPROVED AS TO LEGALITY AND FORM

Lander County District Attorney

LANDER COUNTY

By: _____
Don Prince – Lander County Public Works Director
("CLIENT")

STATE OF NEVADA)
) SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2024,
by _____ the _____ of _____
_____.
(Name) (Firm Name) (Title)

NOTARY PUBLIC (Notary Seal)

DAY ENGINEERING

By: _____
Dean Day - Owner ("CONSULTANT")

STATE OF NEVADA)
) SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2024,
by _____ the _____ of _____
_____.

(Name)

(Title)

(Firm Name)

(Notary Seal)

NOTARY PUBLIC



5 EAST PARK STREET • FALLON, NEVADA 89406 • (775) 423-9090

“EXHIBIT A – SCOPE OF WORK”

April 10, 2024

Mr. Don Prince – Public Works Director
LANDER COUNTY PUBLIC WORKS
50 State Route 305
Battle Mountain, Nevada 89820

**RE: PROFESSIONAL ENGINEERING SERVICES PROPOSAL
FOR REHABILITATION OF EXISTING 2.0 MG WATER STORAGE TANK**

Mr. Prince;

At the request of Public Works, Day Engineering is pleased to submit the following professional engineering services proposal to provide design, bid assistance and construction administration services for the rehabilitation of the existing 2.0 MG water storage tank at Well 6.

TASK 1 – 50 PERCENT DESIGN **\$ 50,000**

The design includes development of Plans and Construction Documents for bidding purposes. A 50-percent design product will be provided to Lander County Public Works for review and comment prior to completion of the design in preparation of bidding. Design will include plan and sections of the tank and will also include details of floor removal and replacement.

Construction Documents will include bid and contract documents, general and special conditions and technical specifications. The construction documents will be consistent with the previous projects recently completed. All permitting requirements with NDEP, Bureau of Safe Drinking Water will also be provided. A copy of the current State Prevailing Wage Rates for Lander County will be included. Fees associated with permitting are included in this task.

TASK 2 – FINAL DESIGN **\$ 24,000**

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

TASK 3 – BID SOLICITATION **\$ 10,000**

Day Engineering will assist Public Works in advertising and soliciting bids for the project including conducting a pre-bid meeting and addressing any addendums that may arise during the bidding process. Plans and Construction Documents reproduction costs are included in this task. Day Engineering will also review bids and present a recommendation for award to the Lander County Public Works Department based on the bid results.

TASK 4 – CONSTRUCTION ADMINISTRATION

\$ 75,000

Construction administration includes conducting a pre-construction meeting to discuss the Contractor's proposed schedule and proposed construction plan. Equipment and material submittals will be provided by the Contractor and reviewed by Day Engineering for conformance to the approved Plans and Specifications.

Day Engineering understands the County will be providing inspection and testing services throughout construction operations. Compaction tests on the replaced subgrade under the new tank floor will be performed. Testing results will be finalized in a summary report and provided to Public Works upon project completion. Day Engineering will also provide periodic inspections including resolving field issues and commissioning of the new water storage tank pending favorable water quality sampling results. The estimated duration of the construction phase is approximately 3 months. Day Engineering will also assist in maintaining construction schedules. All field reports and construction photos will be catalogued and provided to Public Works upon project completion.

Pay requests will be processed by Day Engineering prior to recommendation to Lander County Public Works for approval and payment. Quantities and percentage of tasks completed will be field verified by the Inspector prior to processing of any pay requests. All pay request and change orders will be developed by Day Engineering.

TASK 5 – RECORD DRAWINGS

\$ 5,400

Record drawings of the completed work will be developed and provided to Public Works pending completion of the Project. Two hard copy sets of Record Drawings will be provided including a CD of the Record Drawings in AutoCAD version 24 and PDF format. All field reports and construction photos will also be provided at the conclusion of the Project.

ENGINEERING SERVICES PROPOSAL TOTAL NOT-TO-EXCEED \$ 164,400

The professional engineering services fee of \$164,400 is a time and materials, not-to-exceed fee pursuant with the attached fee schedule. Payment of services is due upon receipt of invoices.

Day Engineering appreciates the opportunity to provide this proposal for your review and look forward to a successful project. If you have any questions or wish to discuss any aspect of this proposal, please do not hesitate to call the undersigned at (775) 315-7732.

Sincerely,
DAY ENGINEERING

Martin Ugalde

Enclosures

cc: Dean Day, P.E. – Day Engineering

Mr. Don Prince – Lander County Public Works Director
Professional Engineering Services Proposal

April 10, 2024

Page 3

c:\\$dayengineering\lander\battle mtn\well 6 wtp\water tank rehab\proposal.docx

EXHIBIT B

SCHEDULE OF RATES AND CHARGES FOR ENGINEERING SERVICES

ENGINEERING & GENERAL SUPERVISION

RATE PER HOUR

Principal or Officer of Firm	\$ 165.00
Field or Design Engineer	\$ 125.00
Draftsman	\$ 80.00
Field or Office Assistant	\$ 60.00
Sub-consultants	\$ Cost plus 15%

CONSTRUCTION INSPECTION

RATE PER HOUR

Resident Engineer	\$ 125.00
Resident Inspector	\$ 100.00

REIMBURSABLE EXPENSES

1. Travel from office at \$ 0.50 per mile, or as actual out-of-pocket cost, plus time at above rates for both ways.
2. Actual cost of subsistence and lodging.
3. Actual cost of long-distance telephone calls; telegrams, express charges, and posting other than ordinary first-class.
4. Actual cost of materials required for the job and used in drafting and allied activities, including printing and reproduction costs.
5. Actual cost of special tests and services of special consultants.

2.0 MG WATER STORAGE TANK REHAB - WELL 6

PRELIMINARY COST ESTIMATE

FEBRUARY 13, 2024

ENGINEER'S ESTIMATE - 2.0 MG WATER STORAGE TANK REHAB							
BID ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE		
1	Mob-Demob	1	LS	\$105,000	\$105,000		
2	Remove Tank Floor	1	LS	\$825,000	\$825,000		
3	Surface Prep Tank Interior	1	LS	\$125,000	\$125,000		
4	Recoat Tank Interior	1	LS	\$200,000	\$200,000		
5	Disinfect Tank	1	LS	\$15,000	\$15,000		
6	Force Account	1	LS	\$100,000	\$100,000		
	Construction Subtotal				\$1,370,000		
	<i>Engineering and Inspection at 15%</i>					\$205,500.00	
	PROJECT TOTAL				\$1,575,500		

01/23/2024 14:37
 22-043-A Battle Mt. Well 6 Arsenic Remova
 *** Garrett Queen

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
802	PCO #4 2 MG Tank Floor Blast and Inspect	U	1.000	LS	134,227.00	134,227.00
Bid Total						\$134,227.00

Change Request Proposal

Project: 22-043-A / Battle Mtn Well 6 WTP
(name and address) 433 W Antelope Dr
Battle Mountain, NV 89820

Change request number: 1007
Description: PCO #7 2MG TANK FLOOR REPLACEMENT
AND ALT ITEM PCO#7 2MG TANK
UNDERDRAIN

Customer: Lander County Public Works Dep

Notice to Proceed

Submitted date:
Received date:
Rough order of magnitude: 0.00

Status: Pending
Origination date: 02/23/24

Quotation

Submitted date: 02/23/24
Due date:
Submitted amount: 710,200.00
Requested days delay: 0

Notes

1. Storage tank rehabilitation to include:
 - a. Floor Replacement
 - b. All work to conform to API Standard 653, April 2018, 9.10.2 replacement of tank bottom plates.
 - c. Attached to our proposal are two sketches which detail the proposed work.
 - d. In general, we will be replacing the existing floor with a new 1/4" plate floor, separation the old and new with 3" of drain rock.
 - e. We have provided an additive alternative in our proposal to provide a sub drain beneath the new tank floor to remove any water.
 - f. We have also separated out the coating of the floor of the tank (interior) and 1'-0" the wall both external and internal.
 - g. Included in the proposal will be necessary drawings and calculations stand by a professional engineer.
 - h. For ease of construction we've included a temporary door sheet, calculations will be included.

Revenue Detail

Billing Item	Description	Revenue
803	PCO #7 2MG TANK FLOOR REPLACEM	650,300.00
804	PCO #7 2MG TANK UNDERDRAIN	59,900.00
Total Revenue:		710,200.00

No Pricing Detail

Total:	0.00
Mark-up:	710,200.00
Total Contractor Price for CR 1007	710,200.00

Approvals

Customer: Lander County Public Works Dep

Contractor: Farr Construction Corporation

Authorized Representative: _____

By: _____

By: _____

Date: _____

Date: _____

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
803	PCO #7 2MG TANK FLOOR REPLACEMENT	1.000	LS	650,300.00	650,300.00
804	PCO #7 2MG TANK UNDERDRAIN	1.000	LS	59,900.00	59,900.00
Bid Total					\$710,200.00

Estimate Summary - Costs and Prices

Resource Development Co. 13 Christopher Erb
 22-043-A Battle Mt. Well 6 Arsenic Remova

Direct Biditems

Manhours	Labor	Perm Materials	Const Materials	Equipment	Subs	ALLOWANCE	Direct Total	Indirect Charge	Addon Bond	Balanced Bid (TO)		Bid Prices	
										Markup	Total	Markup	Total
803 - PCO #7 - PCO #7 ZMG TANK FLOOR REPLACEMENT 1 LS													
2,005	186,370	204,648		114,435	3,500		508,953		64,995	76,298	650,246.46	76,352	650,300.00
2,004.50										13.29%	650,246.46	13.3%	650,300.00
804 - PCO #7 - PCO #7 ZMG TANK UNDERDRAIN 1 LS													
208	17,859	11,968		16,964			46,791		6,017	7,063	59,870.76	7,092	59,900.00
208.00										13.38%	59,870.76	13.43%	59,900.00
Direct Totals													
2,213	204,229	216,616		131,399	3,500		555,744		71,012	83,362	710,117	83,444	710,200

Addon/Bond

Additional Cost	Addon/Bond Cost
Overhead 10 % of JB	71,012
No bond selected	
Totals from Addon and Bond	71,012

Summary Information

Last Summary: 2/23/2024 11:27:00 AM
 Last Spread: 2/23/2024 11:27:00 AM

RESOURCE DEVELOPMENT COMPANY

1050 Linda Way
SPARKS, NEVADA 89431

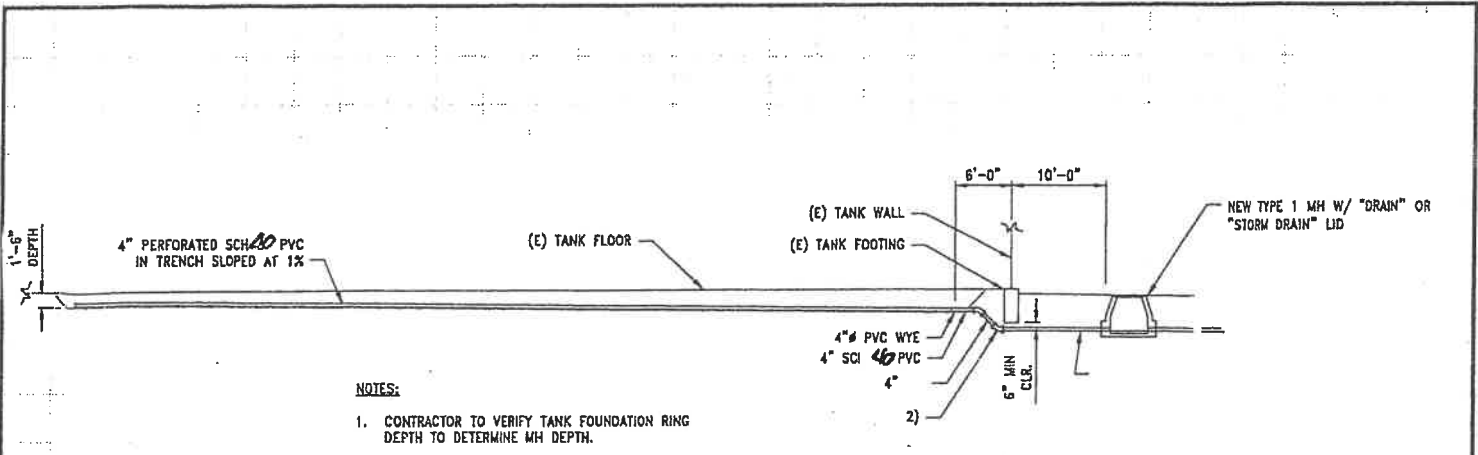
JOB BATTLE MOUNTAIN 2MG TANK

SHEET NO. 1 OF 2

CALCULATED BY RDA DATE 2/22/24

CHECKED BY _____ DATE _____

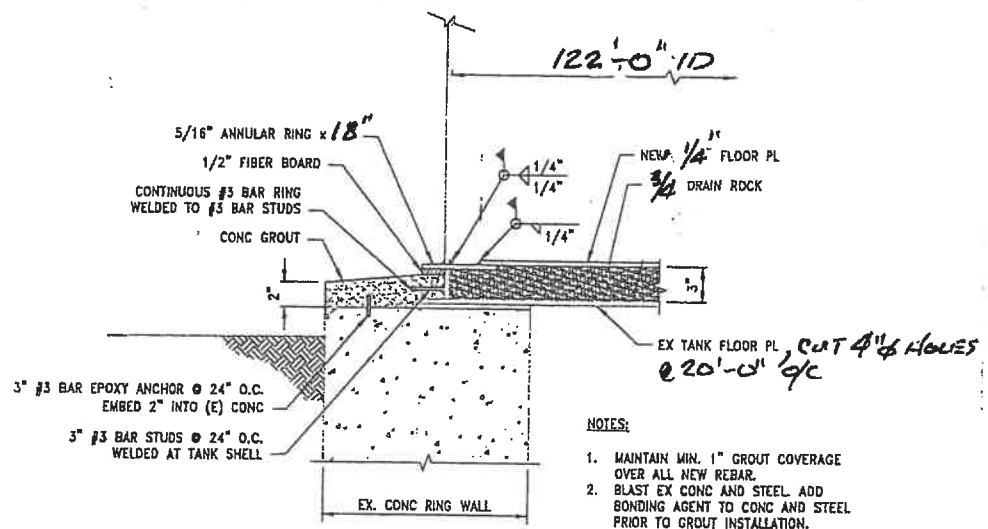
SCALE _____



- NOTES:
1. CONTRACTOR TO VERIFY TANK FOUNDATION RING DEPTH TO DETERMINE MH DEPTH.

DRAIN PROFILE

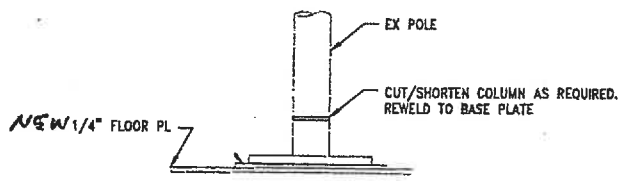
SCALE: 1" = 10'-0"



- NOTES:
1. MAINTAIN MIN. 1" GROUT COVERAGE OVER ALL NEW REBAR.
 2. BLAST EX CONC AND STEEL. ADD BONDING AGENT TO CONC AND STEEL PRIOR TO GROUT INSTALLATION. SIKA ARMATEC 110 O.A.E.

DETAIL

SCALE: 1-1/2" = 1'-0"



COLUMN DETAIL

SCALE: 1-1/2" = 1'-0"

RESOURCE DEVELOPMENT COMPANY

1050 Linda Way
SPARKS, NEVADA 89431

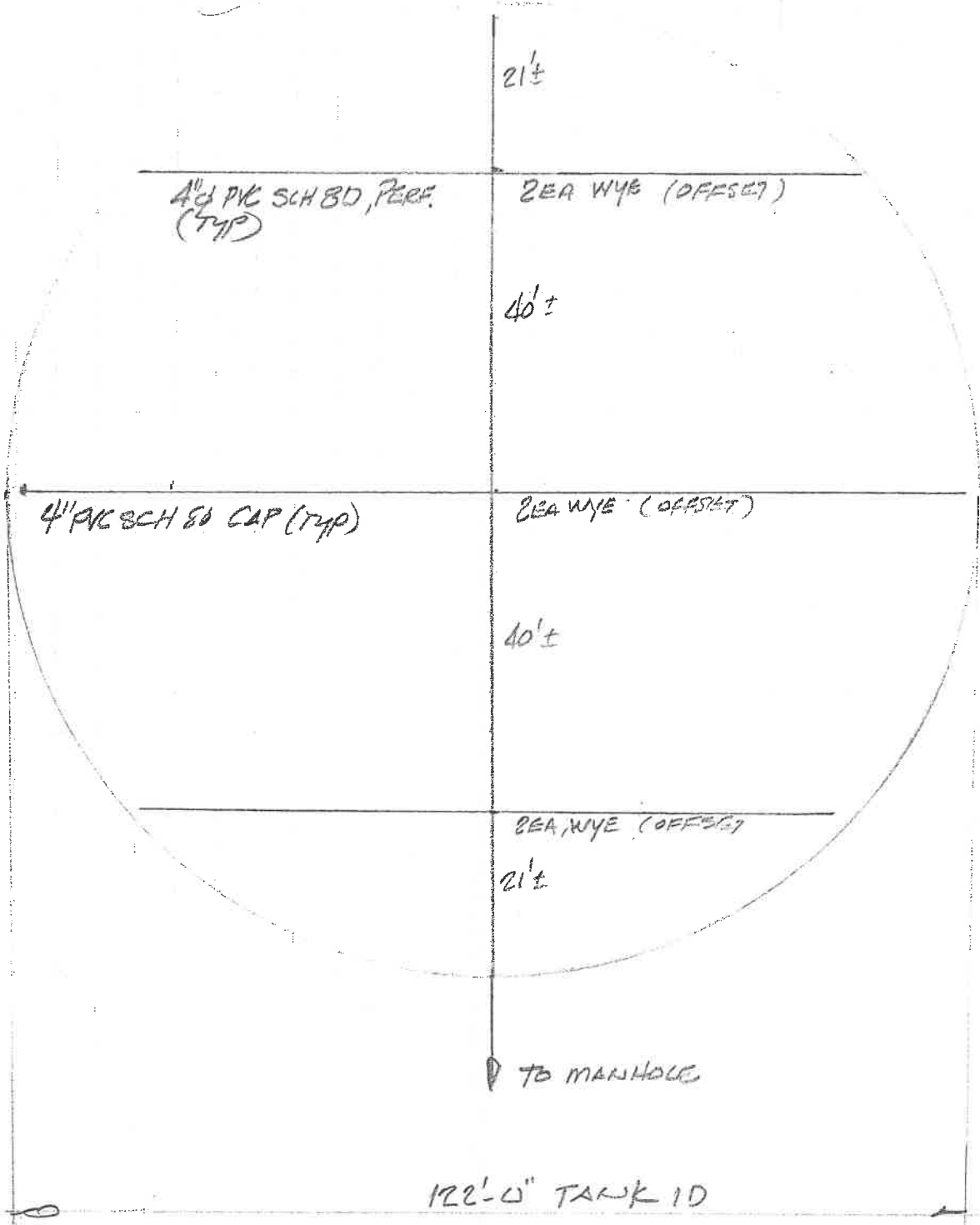
JOB BATTLE MOUNTAIN ZMG TANK-

SHEET NO. 2 OF 2

CALCULATED BY RDA DATE 2/22/24

CHECKED BY _____ DATE _____

SCALE 1" = 20'-0"



TANK UNDER DRAIN



Lander County Commission Agenda Request Form

COMMISSIONER MEETING DATE

NAME: marty REPRESENTING: DAY ENGINEERING

ADDRESS: 5 EAST PARK STREET – FALLON, NEVADA 89406

PH: (775) 423-9090 PH: (775) 315-7732 MOBILE

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? MOBILE

WHO WILL BE ATTENDING THE MEETING: marty

JOB TITLE: NONE

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

PRESENT ENGINEERING SERVICES PROPOSAL FOR WATER AND SEWER SYSTEM IMPROVEMENTS INCLUDING WATER MAIN, GRAVITY SEWER INTERCEPTOR AND SAFETY SEWER LIFT STATION AND FORCE MAIN REPLACEMENT

BACKGROUND INFORMATION:

PUBLICLY BID TO SELECT VENDOR FOR WATER AND SYSTEM IMPROVEMENTS FROM SHEEP CREEK TO STATE ROUTE 305 INCLUDING WATER MAIN, GRAVITY SEWER INTERCEPTOR AND SAFETY SEWER LIFT STATION AND FORCE MAIN REPLACEMENT

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

APPROVE ENGINEERING SERVICES PROPOSAL

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES X NO ___
AMOUNT \$ 418,000

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

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

ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST, NOT AT THE MEEING:
IS ALL THE BACK UP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES X NO ___

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

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 APRIL 15, 2024

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

**AGREEMENT
BETWEEN
LANDER COUNTY PUBLIC WORKS
AND
DAY ENGINEERING
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, made this _____ day of _____, 2024 by and between LANDER COUNTY PUBLIC WORKS, hereinafter called the CLIENT, and Day Engineering, having an office at 5 East Park Street, Fallon, Nevada 89406, hereinafter called the CONSULTANT.

WITNESSETH:

WHEREAS, CONSULTANT has represented that it has the expertise and staff necessary to perform certain investigation and design services in a competent and professional manner; and

WHEREAS, CLIENT wishes to retain CONSULTANT to perform those services in conjunction with the Capital Improvement Projects and other engineering services as requested.

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

ARTICLE 1 - ENGAGEMENT OF THE CONSULTANT

1.1. The CLIENT hereby engages the CONSULTANT and the CONSULTANT hereby accepts the engagement to perform engineering design and construction administrative services.

1.2. PROJECT DESCRIPTION

The project will entail planning, design and construction assistance for capital improvement projects including a new gravity sewer main and water main from Sheep Creek Road to the Safety Sewer Lift Station and a new sanitary sewer lift station at the Safety Sewer Lift Station site including a new sewer force main across State Route 305.

ARTICLE 2 - SERVICES OF THE CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. ADDITIONAL SERVICES

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

ARTICLE 3 - RESPONSIBILITIES OF THE CLIENT

3.1. The CLIENT will:

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

ARTICLE 4 - PERIOD OF SERVICES

- 4.1. The period of services shall be included in the CLIENT'S Fiscal Year 2024/2025 commencing on May 1, 2024 pending CLIENT authorization and ending June 30, 2025.

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

- 5.1. CONSULTANT'S fee for the work described in Exhibit A, "Scope of Work", will be based upon a time and materials, not-to-exceed fee of \$418,000.00 pursuant with the itemized cost for each separate task identified in Exhibit A, attached hereto and incorporated herein by reference.
- 5.2. Payment for work accomplished for each major task may be invoiced monthly. The CLIENT will pay approved invoices within thirty (30) days of the date of invoice. Simple interest will be paid at the rate of 1% per month on all unpaid balances not paid within ninety (90) days.
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 Battle Mountain, Nevada 89820

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

ARTICLE 13 - ATTORNEY'S FEES

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

ARTICLE 14 - APPLICABLE LAW

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

ARTICLE 15 - SEVERABILITY

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

provision held invalid.

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

APPROVED AS TO LEGALITY AND FORM

Lander County District Attorney

LANDER COUNTY

By: _____
Don Prince – Lander County Public Works Director
("CLIENT")

STATE OF NEVADA)
) SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2024,
by _____ the _____ of _____
_____.
(Name) (Firm Name) (Title)

NOTARY PUBLIC (Notary Seal)

DAY ENGINEERING

By: _____
Dean Day - Owner ("CONSULTANT")

STATE OF NEVADA)
) SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2024,
by _____ the _____ of _____
_____.

(Name)

(Title)

(Firm Name)

NOTARY PUBLIC

(Notary Seal)



5 EAST PARK STREET • FALLON, NEVADA 89406 • (775) 423-9090

“EXHIBIT A – SCOPE OF WORK”

April 16, 2024

Mr. Don Prince – Public Works Director
LANDER COUNTY PUBLIC WORKS
50 State Route 305
Battle Mountain, Nevada 89820

**RE: PROFESSIONAL ENGINEERING SERVICES PROPOSAL
FOR UPGRADE OF SAFETY SEWER LIFT STATION AND FORCE MAIN
AND SHEEP CREEK NEW GRAVITY SEWER MAIN**

Mr. Prince;

At the request of Public Works, Day Engineering is pleased to submit the following professional engineering services proposal to provide design, bid assistance and construction administration services for the water and sewer system infrastructure required to complete the new gravity sewer main on Sheep Creek Road to the Safety Sewer Lift Station, a new lift station to replace the existing Safety Sewer Lift Station, a new sewer force main across State Route 305 and a new water main from Sheep Creek to State Route 305.

TASK 1 – SURVEYING

\$ 37,000

Day Engineering will utilize AM Engineering for surveying services. Surveying will include developing topography in order to produce plan and profile drawings of the proposed new infrastructure improvements along Sheep Creek Road to the Safety Sewer Lift Station. USA locates will be contacted prior to surveying and all existing infrastructure will be presented on the Plans to avoid potential conflicts. In addition, parcel and right-of-way information along the proposed water and gravity sewer and sewer force main routes will be identified. Private property easements will be developed as necessary. High Desert Engineering from Elko, Nevada already provided surveying information for the Safety Sewer Lift Station site and Sewer Force Main.

TASK 2 – 50 PERCENT DESIGN

\$ 133,000

The design includes development of Plans and Construction Documents for bidding purposes. A 50-percent design product will be provided to Lander County Public Works for review and comment prior to completion of the design in preparation of bidding. Design will include plan and profile of the water main and gravity sewer main and force main and will also include details of pertinent components of the Project. Tie-in details as well as site plan development at the Safety Sewer Lift Station and standard details of sewer wet well, check valve and meter stations at the lift station, sewer cleanouts and laterals, trenching and manhole details, water services, fire hydrants and tie-ins to existing water mains will also be provided. NDOT permitting will also be provided for the bore of the new sewer force main under State Route 305.

Construction Documents will include bid and contract documents, general and special conditions and technical specifications. The construction documents will be consistent with the previous projects recently completed. All permitting requirements with NDEP will also be provided. A copy of the current State Prevailing Wage Rates for Lander County will be included. Fees associated with permitting are included in this task.

TASK 3 – FINAL DESIGN **\$ 83,000**

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

TASK 4 – BID SOLICITATION **\$ 15,000**

Day Engineering will assist Public Works in advertising and soliciting bids for the project including conducting a pre-bid meeting and addressing any addendums that may arise during the bidding process. Plans and Construction Documents reproduction costs are included in this task. Day Engineering will also review bids and present a recommendation for award to the Lander County Public Works Department based on the bid results.

TASK 5 – CONSTRUCTION ADMINISTRATION **\$ 125,000**

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

Day Engineering understands the County will be providing inspection and testing services throughout construction operations. Compaction tests and material testing of the AC pavement at various locations along the pipeline routes will be conducted in accordance with Orange Book Standards. Testing results will be finalized in a summary report and provided to Public Works upon project completion. Day Engineering will also provide periodic inspections including resolving field issues and commissioning of the new sewer lift station and sewer force main. The estimated duration of the construction phase is approximately 4 months. Day Engineering will also assist in maintaining construction schedules. All field reports and construction photos will be catalogued and provided to Public Works upon project completion.

Pay requests will be processed by Day Engineering prior to recommendation to Lander County Public Works for approval and payment. Quantities and percentage of tasks completed will be field verified by the Inspector prior to processing of any pay requests. All pay request and change orders will be developed by Day Engineering.

TASK 6 – RECORD DRAWINGS

\$ 25,000

Record drawings of the completed work will be developed and provided to Public Works pending completion of the Project. Survey locations of all installed utilities will be identified on the Record Drawings for accuracy. Two hard copy sets of Record Drawings will be provided including a CD of the Record Drawings in AutoCAD version 24 and PDF format. All field reports and construction photos will also be provided at the conclusion of the Project.

ENGINEERING SERVICES PROPOSAL TOTAL NOT-TO-EXCEED \$ 418,000

The professional engineering services fee of \$418,000 is a time and materials, not-to-exceed fee pursuant with the attached fee schedule. Payment of services is due upon receipt of invoices.

Day Engineering appreciates the opportunity to provide this proposal for your review and look forward to a successful project. If you have any questions or wish to discuss any aspect of this proposal, please do not hesitate to call the undersigned at (775) 315-7732.

Sincerely,
DAY ENGINEERING

Martin Ugalde

Enclosures

cc: Dean Day, P.E. – Day Engineering

c:\\$dayengineering\lander\battle mtn\safety ssls upgrade and sewer\proposal.docx



Lander County Commission Agenda Request Form

The Lander County Board of Commissioners meets the 2nd and 4th Thursday of each month
Each individual is responsible to complete their own agenda request form and have it turned in Wednesday by 4:00pm
the week prior to the meeting.

COMMISSIONER MEETING DATE: 4/25/24

NAME: Shelby Knopp REPRESENTING: Planning Commission

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

PH: 775-635-2860 PH: 775-635-2860

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? _____

WHO WILL BE ATTENDING THE MEETING: Ricardo & Shannon Berument, Property Owners

JOB TITLE: Planning Coordinator EMAIL: planning@landercountynv.org

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

Review, consideration, and possible action on Parcel Map No. 24-0014, filed by Ricardo and Shannon Berumen, to combine APNs 002-230-11, 002-230-13, and 002-230-14 into one (1) 27,519 square foot parcel within an R-1 – Single-Family Residential Zoning District. The subject properties are located on the north side of West Humboldt Street, approximately 53' west of the intersection of West Humboldt Street and Stone Avenue, 715, 735, and 745 West Humboldt Street, Battle Mountain, NV 89820.

BACKGROUND INFORMATION:

The Planning Commission considered this item at their April 17th regular meeting and forwarded a recommendation to the County Commission for conditional approval.

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

Conditionally approve Parcel Map No. 24-0014, filed by Ricardo and Shannon Berumen with the following condition:
1) Parcel Map to be recorded with the Lander County Recorder's Office within one (1) year of approval by the Lander County Board of Commissioners.

WILL THERE BE A POWERPOINT PRESENTATION? IF SO WILL IT BE PAPER FORM OR A THUMB DRIVE OR BOTH? BOTH WILL BE REQUIRED AT THE TIME BACKUP IS TURNED IN. THUMB DRIVE PRESENTATION WILL NEED TO BE OPERATED BY PRESENTER. YES___ NO

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES NO
AMOUNT \$ _____

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

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

ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST, NOT AT THE MEETING:
IS ALL THE BACK UP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES NO

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

THE 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:

SIGNATURE Shelby Knopp DATE 4/18/24

Lander County Planning Commission



LANDER COUNTY
PLANNING COMMISSION ACTION REPORT
Regular Meeting of April 17, 2024

WHEREAS, the following item was reviewed and considered by the Lander County Planning Commission on April 17, 2024 under Public Hearing format in accordance with NRS 278.464 and Lander County Code Section 16.12.030:

Parcel Map No. 24-0014, filed by Ricardo and Shannon Berumen, to combine APNs 002-230-11, 002-230-13, and 002-230-14 into one (1) 27,519 square foot parcel within an R-1 – Single-Family Residential Zoning District.

The subject properties are located on the north side of West Humboldt Street, approximately 53' west of the intersection of West Humboldt Street and Stone Avenue, 715, 735, and 745 West Humboldt Street, Battle Mountain, NV 89820.

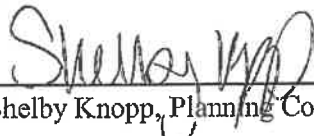
NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwarded a recommendation to the Lander County Commissioners to conditionally approve Parcel Map No. 24-0014, subject to the facts and findings listed in the Lander County Staff Report dated March 25, 2024 and with the following conditions:

- 1. Parcel Map to be recorded with the Lander County Recorder's Office within one (1) year of approval by the Lander County Board of Commissioners.**

The Planning Commission's findings to support their recommendation were the proposed parcel map is in conformance with the following:

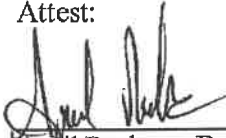
- Lander County Master Plan – Land Use Component
- Lander County Master Plan – Public Facilities Component
- Lander County Master Plan – Transportation Component
- Lander County Code – Title 16, Section 16.16.101 Lot Size Requirements
- Lander County Zoning Ordinance - Establishment of Zoning Districts
- Lander County Zoning – Title 17, Section 17.40 – Single-Family Residential District – R1
- Lander County Code – Title 16, Section 16.12 – Parcel Maps
- Lander County Code – Title 16, Section 16.12.030 - Requirements imposed by the planning commission—Review.
- Lander County Code – Title 16, Section 16.16.010 Lot Size Requirements
- Lander County Code – Title 16, Section 16.16.035 Requirement of Improvements
- NRS 278.461 – Parcel Maps

- NRS 278.462 – Requirements which may imposed by the Governing Body



Shelby Knopp, Planning Coordinator

Attest:



April Pacheco, Building Official Assistant

CC: Applicant

LANDER COUNTY PLANNING COMMISSION

April 17, 2024

AGENDA ITEM NUMBER B.4

B.) Miscellaneous Items

- 4.) Review, consideration, and possible action to forward a recommendation to the Lander County Board of Commissioners on Parcel Map No. 24-0014, filed by Ricardo and Shannon Berumen, to combine APNs 002-230-11, 002-230-13, and 002-230-14 into one (1) 27,519 square foot parcel within an R-1 – Single-Family Residential Zoning District. **FOR POSSIBLE ACTION**

The subject properties are located on the north side of West Humboldt Street, approximately 53' west of the intersection of West Humboldt Street and Stone Avenue, 715, 735, and 745 West Humboldt Street, Battle Mountain, NV 89820.

Staff report attached separately.

Recommended Motion: Forward a recommendation to the Lander County Board of Commissioners to Conditionally Approve Parcel Map No. 24-0014 filed by Ricardo and Shannon Berumen, subject to the facts, findings, and conditions listed in the Lander County Staff Report dated March 25, 2024.

Condition listed as follows:

- 1) Parcel Map to be recorded with the Lander County Recorder's Office within one (1) year of approval by the Lander County Board of Commissioners.



Lander County

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2860

LANDER COUNTY STAFF REPORT PARCEL MAP APPLICATION

Applicant: Ricardo & Shannon Berumen

Report Date: 03/25/2024

Agenda Item Number: B.4

Planning Commission Date: 04/17/2024

Project Description: Parcel Map Application to combine APNs 002-230-11, 002-230-13, and 002-230-14 into one (1) 27,519 square foot parcel.

Report Due from Staff: 04/10/2024

Application Number: PD PM 24-0014

PROJECT INFORMATION

PARCEL NUMBERS:	002-230-11, 002-230-13, & 002-230-14
PARCEL SIZE:	0.30 acres +/-, 0.20 acres +/-, 0.20 acres +/-
EXISTING ZONING:	R1 – Single-Family Residential District
MASTER PLAN DESIGNATION:	High Density
EXISTING LAND USE:	Code 200 – Single Family Residence Code 236 – Personal Property Manufactured Home Secured Code 280 – Single Family Residential with Minor Improvements

NEIGHBORHOOD CHARACTERISTICS:

The property is surrounded by:

- **North:** R1 – Single-Family Residential District Parcels: 002-241-11 and 002-241-10
- **South:** R1 – Single-Family Residential District Parcel: 002-200-03
- **West:** R1 – Single-Family Residential District Parcel: 002-230-06
- **East:** MP – Manufactured Housing Park District Parcel: 002-220-18

PROPERTY CHARACTERISTICS:

The property is generally flat. The proposed property has access from W. Humboldt Street.

EXISTING FLOOD ZONE:

Zone X

Moderate-to-Low-Risk Flood Zones Designations B, C and X fall inside the moderate-to-low-risk flood zones and account for more than 20 percent of the flood insurance claims filed with FEMA's National Flood Insurance Program each year

The proposed parcels are not designated in a Special Flood Hazard Area (SFHA).

MASTER PLAN AND COUNTY CODES:

- Lander County Master Plan – Land Use Component
- Lander County Master Plan – Public Facilities Component
- Lander County Master Plan – Transportation Component

- Lander County Zoning Ordinance – Title 17 - Establishment of Zoning Districts
- Lander County Zoning – Title 17, Section 17.40 – Single-Family Residential District – R1
- Lander County Code – Title 16, Section 16.12 – Parcel Maps
- Lander County Code – Title 16, Section 16.12.030 - Requirements imposed by the planning commission—Review.
- Lander County Code – Title 16, Section 16.16.010 Lot Size Requirements
- NRS 278.461 – Parcel Maps
- NRS 278.462 – Requirements which may imposed by the Governing Body

BACKGROUND:

- The parcel is located within a portion of Section 18, Township 32N and Range 45E. This parcel is designated as High Density Residential. The surrounding zoning is R1 – Single-Family Residential and MP – Manufactured Housing Park.
- The existing parcels are 0.30 acres, 0.20 acres, and 0.20 acres and are proposed to be combined into one 0.70-acre parcel.
- A request to waive the survey requirement was approved by the Lander County Surveyor of Record, Robert Morley.
- The proposed properties have access from W. Humboldt Street.
- The proposed parcel is served by municipal water and sewer.
- Standard easements are proposed along the exterior property lines.
- Two Private Roadway and Utility Easements are being relinquished with this parcel map.

MASTER PLAN

Land use:

- Lander County Master Plan – Land Use Component
 - The Master Plan Land Use Atlas shows the area as High Density Residential.
 - The proposed lots meet the Development Guidelines listed under High Density Lands Group.
 - Lander County Assessor Data shows the current parcels as Code 200 – Single Family Residence, Code 236 – Personal Property Manufactured Home Secured, and Code 280 – Single Family Residential with Minor Improvements
 - The parcel map application is in conformance with the Lander County Master Plan Land Use Component.

Public Facilities:

- Lander County Master Plan – Public Facilities Component
 - Connection to Municipal Water and Sewer Service is established for the proposed parcel.
 - The proposed parcel map is compatible with the Public Facilities Component of the Master Plan

Transportation:

- Lander County Master Plan – Transportation Component
 - The proposed parcel will be accessed from W. Humboldt Street.
 - There are proposed roadway dedications contained within the proposed parcel map.

- The proposed parcel map is compatible with the Transportation Component of the Master Plan and current infrastructure.

ZONING DISTRICTS:

- Title 17, Section 17.40 - R1 – Single-Family Residential Zoning District
 - The required area and width in the R1 – Single-Family Residential District are as follows:
 - 6,000 square feet minimum area
 - 50-feet minimum width
 - The proposed parcel meets the minimum requirements for the R1 Zoning Designation.

LANDER COUNTY CODE – TITLE 16, SECTION 16.12 – PARCEL MAPS

- Title 16, Section 16.12.030 - Requirements imposed by the planning commission—Review.
 - The county planning commission shall require road grading, drainage provisions, adequate lot design and road width requirements as reasonably necessary. If the county planning commission or board of commissioners anticipate that the proposed parcels will be used for residential, commercial, or industrial purposes, then off-site access, street alignment, surfacing and width, water quality, water supply and sewerage provisions as are reasonably necessary and consistent with the existing use of any land zoned for similar use which is within six hundred sixty feet of the proposed parcel may be required. If the proposed parcels are less than one acre, then the planning commission or board of commissioners may require additional improvements which are reasonably necessary and consistent with the use of the land if it is developed as proposed. A sixty-foot wide road easement or right-of-way shall be provided up to and through the subject parcel from the nearest approved county road, easement or right-of-way. All street access to lots shall be required to be not less than sixty feet and shall, at a minimum, be improved as set forth in the Lander County Rural Road Standards. To facilitate review by the commission, it is incumbent upon the developer to supply the commission with adequate evidence that site analysis has been reasonably performed and that the above requirements have been met. (Ord. 2007-13 § 2 (part), 2007)

- Title 16, Section 16.16.101 Lot Size Requirements
 - Twelve thousand square feet, when either the water supply is a well on the lot or the sewage disposal system is a septic tank on the same lot.
 - Meets Requirement
 - The minimum frontage width of any lot not zoned in a commercial district shall be not less than required in the regulations set forth as applicable in the respective land use districts. Corner lots shall have a minimum street width of seventy-five feet unless otherwise specified by zoning regulations.
 - Meets Requirement

NEVADA REVISED STATUTES

- NRS 278.461 General Requirements; exemptions:
 - The general requirements for a Parcel Map submittal were met.

- 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:
 - May require street grading, drainage provisions and lot designs as are reasonably necessary
 - 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 proposed parcels are less than 1 acre, the governing body or, if authorized by 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.
 - For a second or subsequent parcel map with respect to:
 - A single parcel; or
 - A contiguous tract of land under the same ownership, may require any reasonable improvement, but not more than would be required if the parcel were a subdivision.

FINDINGS / ADDITIONAL CONDITIONS:

The proposed parcel map is in conformance with:

- Lander County Master Plan – Land Use Component
- Lander County Master Plan – Public Facilities Component
- Lander County Master Plan – Transportation Component
- Lander County Code – Title 16, Section 16.16.101 Lot Size Requirements
- Lander County Zoning Ordinance - Establishment of Zoning Districts
- Lander County Zoning – Title 17, Section 17.40 – Single-Family Residential District – R1
- Lander County Code – Title 16, Section 16.12 – Parcel Maps
- Lander County Code – Title 16, Section 16.12.030 - Requirements imposed by the planning commission—Review.
- Lander County Code – Title 16, Section 16.16.010 Lot Size Requirements
- Lander County Code – Title 16, Section 16.16.035 Requirement of Improvements
- NRS 278.461 – Parcel Maps
- NRS 278.462 – Requirements which may imposed by the Governing Body

This parcel map has taken into consideration all of the below (describe):

- a) Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;
 - a. There is water and sewer service available to the proposed parcel.**

- b) The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision;
 - a. No Will Serve letter was issued or required.**

- c) The availability and accessibility of utilities;
 - a. **No Will Serve letter was issued or required.**
- d) The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks;
 - a. **Lander County public services are in place to the best of Lander County's ability and has no bearing on this application**
- e) Conformity with the zoning ordinances and master plan, except that if any existing zoning ordinance is inconsistent with the master plan, the zoning ordinance takes precedence;
 - a. **Addressed herein**
- f) General conformity with the governing body's master plan of streets and highways;
 - a. **Addressed herein**
- g) The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;
 - a. **Existing roadway networks leading to location are suitable for the proposed the Parcel Map and density.**
- h) Physical characteristics of the land such as floodplain, slope and soil;
 - a. **The property is generally flat and not located in a floodplain.**
- i) The recommendations and comments of those entities and persons reviewing the parcel map pursuant to NRS.;
 - a. **Review and approved by Lander County Surveyor**
- j) The availability and accessibility of fire protection, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands;
 - a. **Lander County does have fire protection nearby.**
- k) The submission by the subdivider of an affidavit stating that the subdivider will make provision for payment of the tax imposed by chapter 375 of NRS and for compliance with the disclosure and recording requirements of subsection 5 of NRS 598.0923, if applicable, by the subdivider or any successor in interest.
 - a. **Not Applicable.**

STAFF RECOMMENDATION:

Staff recommends this parcel map be **Conditionally Approved**, based on the facts, findings and conditions included in this staff report.

Condition:

- 1) Parcel Map to be recorded with the Lander County Recorder's Office within one (1) year of approval by the Lander County Board of Commissioners.

Planning department

From: Don Prince <dprince@landercountynv.org> on behalf of Don Prince
Sent: Wednesday, April 3, 2024 7:03 AM
To: Building Department
Cc: Planning department; Aaron Martinez; Bert Ramos; Bill Schaeffer; Building Assistant; Elizabeth Macdonald; Jeanne Falzone; Lura Duvall
Subject: Re: 4/17/24 PC Item Review - PM 24-14 Berumen

ok with it

On Tue, Apr 2, 2024 at 3:41 PM Building Department <building@landercountynv.org> wrote:

Ok with this one 😊

From: Planning department [mailto:Planning@landercountynv.org]
Sent: Tuesday, April 2, 2024 12:13 PM
To: Aaron Martinez <amartinez@landercountynv.org>; Bert Ramos <bramos@landercountynv.org>; Bill Schaeffer <districtattorney@landercountynv.org>; Building Assistant <buildingassistant@landercountynv.org>; Building Department <building@landercountynv.org>; Don Prince <dprince@landercountynv.org>; Elizabeth Macdonald <emacdonald@landercountynv.org>; Jeanne Falzone <jfalzone@landercountynv.org>; Lura Duvall <assessor@landercountynv.org>
Subject: 4/17/24 PC Item Review - PM 24-14 Berumen

Last One for Today!

This is a parcel map submitted by the Berumens to combine 3 parcels into one.

Reviews are due by Wednesday, April 10th.

Let me know if you have any questions on any of these.

Thank you!

Shelby Knopp

Lander County Planning Coordinator

PH (775)635-2860

50 State Route 305

Battle Mountain, NV 89820

Planning@landercountynv.org



Lander County Community Development

Lander County Planning

Date Received 3/15/24

Application No. PDPM 24-0014

PARCEL MAP APPLICATION

APPLICANT/OWNER INFORMATION

Applicant(s): RICARDO & SHANNON BERVEN Phone/Email: shannonberven@hotmail.com
208-899-9778

Address: 745 W HUMBOLDT ST, BATTLE MNT NV 89820

Legal Owner(s): RICARDO & SHANNON BERVEN Phone/Email: shannonberven@hotmail.com
208-899-9778

Address: 745 W HUMBOLDT ST, BATTLE MNT NV 89820

Applicant's Representative: RYAN COOK, PLS Phone/Email: 775-787-4316
SUMMIT ENGINEERING ryan@summitnv.com

PROJECT INFORMATION

Property Location: 715, 735, & 745 W HUMBOLDT STREET

Assessor's Parcel Numbers(s): 002-230-11, 002-230-13, & 002-230-14

Current Master Plan: RESIDENTIAL Current Zoning: R1

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

Subdivision total area: 27,519 SF acres Streets, roads, right-of-ways: N/A acres

Total Number of Parcels: 1 Acreage: 27,519 SF

Utilities will be furnished as follows:

Electricity: NV ENERGY Water: CITY Sewage: CITY

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.

[Signature] Date 03.08.24
Owner's Signature

[Signature] Date 03-14-2024
Applicant's Signature (if the person applying is not the owner)

OWNER'S AFFIDAVIT

STATE OF NEVADA)
) SS.
COUNTY OF LANDER)

I, Ricardo Berumen 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: 002-230-11, 13, & 14

SIGNED 

MAILING ADDRESS 745 W HUMBOLDT ST
BATTLE MNT, NV 89820

PHONE 208-899-9778

SUBSCRIBED AND SWORN TO BEFORE ME THIS 8th DAY OF March, 2024

Heather Andersen Lander Nevada
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
MY COMMISSION EXPIRES: 12/15/2025

HEATHER ANDERSEN
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 12-8483-10
MY APPT. EXPIRES 12/15/2025

OWNER'S AFFIDAVIT

STATE OF NEVADA)
) SS.
COUNTY OF LANDER)

I, Shannon Berumen 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: 002-230-11, 13, & 14

SIGNED *Shannon Berumen*

MAILING ADDRESS
745 W HUMBOLDT ST
BATTLE MNT NV 89820

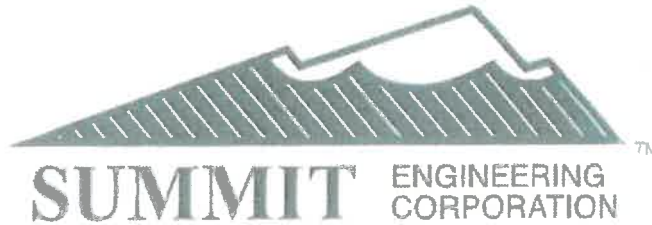
PHONE 208-899-9778

SUBSCRIBED AND SWORN TO BEFORE ME THIS 11th DAY OF March, 2024

Heather Andersen Landlord State of Nevada
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: 12/15/2025

HEATHER ANDERSEN
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 12-6483-10
MY APPT. EXPIRES 12/15/2025



March 14, 2024

Lander County Community Development
Attn: Shelby Knopp, Planning Coordinator
50 State Route 305
Battle Mountain, NV 89820
planning@landercounty.org
775-635-2860

cc: Ricardo & Shannon Berumen
745 W Humboldt Street
Battle Mountain, NV 89820
775-899-9778
shannonberumen@hotmail.com

Re: Parcel Map Application for Ricardo & Shannon Berumen; 715, 735, & 745 W Humboldt Street; APN 002-230-11, 13, & 14)

Shelby:

Ricardo & Shannon Berumen (owner of APN 002-230-11, 13, & 14) propose to combine their three parcels into one parcel. This is being done to accommodate for future detached garage structure in the rear of the resultant parcel.

The following comments in italic are the responses to the Required Findings outlined in the application:

(a) Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;

There is existing water (and fire protection) and sewer within West Humboldt Street currently serves resultant Parcel 1. NV Energy electric service is also existing. Said environmental and health laws and regulations will be adhered to.

(b) The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision;

Resultant parcel is currently served water and sewer by the Battle Mountain Water & Sewer Department.

(c) The availability and accessibility of utilities;

Resultant parcel is currently served water and sewer by the Battle Mountain Water & Sewer Department.

(d) The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks;

The availability and accessibility of said services are served by those in Battle Mountain which is the resultant parcel is within.

(e) Conformity with the zoning ordinances and master plan, except that if any existing zoning ordinance is inconsistent with the master plan, the zoning ordinance takes precedence;

This application for parcel map is in conformity.

(f) General conformity with the governing body's master plan of streets and highways;

This application for parcel map is in conformity.

(g) The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;

West Humboldt Street is adjacent to the south boundary of the subject parcel which is existing and improved. The owner's deed excepted the south 30' for roadway purposes.

(h) Physical characteristics of the land such as floodplain, slope and soil;

The subject parcel is in a FEMA Zone X (shaded and unshaded) per panel 32015C0465G with an effective date of 11/20/2013. Minimal slopes exist. Soil type is sandy.

(i) The recommendations and comments of those entities and persons reviewing the tentative map pursuant to NRS 278.330 to 278.3485, inclusive;

Such recommendations and comments are, or will be, adhered to.

(j) The availability and accessibility of fire protection, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands; and

Resultant parcel is currently served water (and fire protection) by the Battle Mountain Water & Sewer Department.

(k) The submission by the subdivider of an affidavit stating that the subdivider will make provision for payment of the tax imposed by chapter 375 of NRS and for compliance with the disclosure and recording requirements of subsection 5 of NRS 598.0923, if applicable, by the subdivider or any successor in interest.

Said affidavit is addressed on the jurat of the proposed parcel map.

If you have any questions or need any additional information, please contact me at 775-787-4316 or ryan@summitnv.com.

Sincerely,



Ryan Cook, PLS, WRS, CFedS
VP and Surveying Department Manager
SUMMIT ENGINEERING CORPORATION

5405 Mae Anne Avenue • Reno, Nevada 89523 • (775) 747-8550 FAX (775) 747-8559
1150 Lamaille Highway • Elko, Nevada 89801 • (775) 738-8058 FAX (775) 738-8267

**PARCEL MAP APPLICATION
APPLICATION CHECKLIST
Lander County, NV**

The following must accompany this application:

- 1. \$400 application fee for certification review PLUS \$105.00 fee, should a waiver from the County Survey be requested (non-refundable). Check or money orders payable to Lander County
- N/A 2. Proof of ownership. If the person signing the owner's affidavit is not listed as the property owner in the most recent records of the Lander County Assessor, proof of ownership acceptable to the administrator must be submitted with the application
- 3. Review Materials including:
 - A. Complete application form
 - B. Written description of request, including:
 - Details on the proposed development, improvements (including street and fire protection improvements) and how it meets all applicable development standards
 - Proposed use on each parcel (if applicable)
 - Existing and proposed street dedications
 - Description of utilities, including water supply and wastewater disposal
 - Any potential effects to adjoining property owners with regard to noise, dust, traffic
 - Response to all required findings (see page 3)
 - N/A C. Title report dated within 90 days
 - N/A D. Water right per parcels (if applicable)
 - N/A E. Any bonding of roads or improvements (if applicable)
 - N/A F. Any necessary engineering or other technical reports, as determined by staff
- 4. Site Plan prepared in accordance with Chapter 16.12 of Lander County Municipal Code, including existing buildings, setbacks, legal access, and other pertinent information
- 5. One hardcopy of proposed Parcel Map and one electronic copy (CD or USB) of all application materials. Plan sets
- 6. Required one week prior to scheduled Planning Commission Meeting – Mylar of the proposed map with all appropriate signatures & changes required by review

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.

PLANNING COMMISSION CERTIFICATE

THIS PARCEL MAP HAS BEEN REVIEWED AND ACCEPTED BY THE PLANNING COMMISSION OF LANDER COUNTY, NEVADA, FOR THE PURPOSES OF LAND DIVISION.

CHAIRMAN

LANDER COUNTY COMMISSIONERS CERTIFICATE

AS A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF LANDER COUNTY, NEVADA, HELD ON THE _____ DAY OF _____, 2024, THIS MAP WAS REVIEWED AND APPROVED FOR THE PURPOSES OF LAND DIVISION. THE LAND DIVISION COMMISSIONERS OF LANDER COUNTY, NEVADA, HEREBY OFFERED FOR UTILITY, EASEMENT AND ACCESS PURPOSES AS DESCRIBED HEREIN.

COMMISSIONER

CLERK ATTEST

COUNTY SURVEYOR'S CERTIFICATE

I, ROBERT E. WADLEY, COUNTY SURVEYOR FOR LANDER COUNTY, NEVADA, DO HEREBY CERTIFY THAT I HAVE REVIEWED THIS PARCEL MAP AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT AND THAT THE NECESSARY PUBLIC UTILITIES ARE SHOWN AND LOCATED AS DESCRIBED HEREIN.

COUNTY ASSESSOR'S CERTIFICATE

MAP SHEET NO. _____ OF ASSESSOR'S PARCEL NUMBER 000-230-11, 000-230-12, & 000-230-13.

LANDER COUNTY ASSESSOR

DATE

COUNTY TREASURER'S CERTIFICATE

FOR THE FISCAL YEAR THIS MAP WAS PAID FOR TO THE COUNTY OF LANDER COUNTY, NEVADA, ASSESSOR'S PARCEL NUMBER: 000-230-11, 000-230-12, & 000-230-13.

LANDER COUNTY TREASURER

DATE

UTILITY COMPANIES CERTIFICATE:

THE UTILITY EASEMENT NOTED AS BEING REQUIRED HEREON ARE HEREBY RELINQUISHED UNLESS THE COMPANY HAS BEEN NOTICED BY THE COUNTY OF LANDER COUNTY, NEVADA, AND APPROVED BY THE UNDERGROUND UTILITY COMMISSION.

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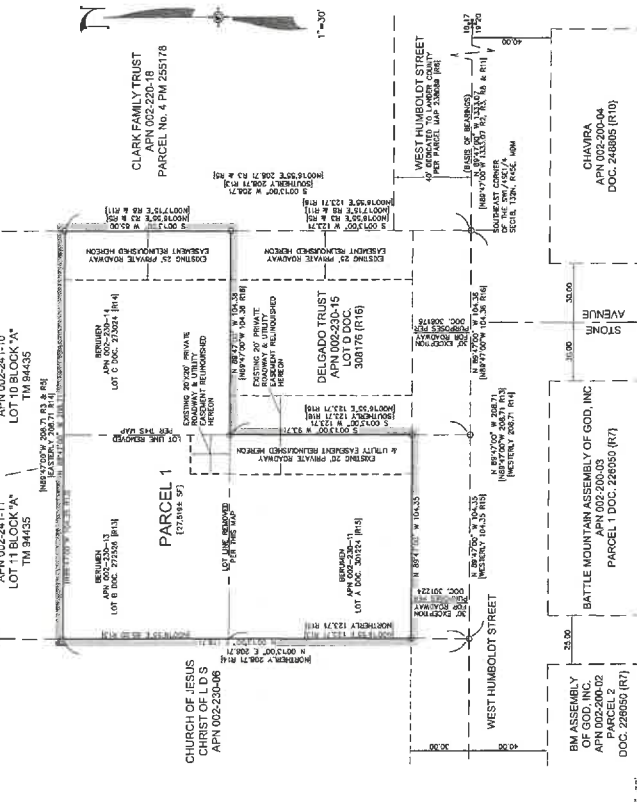
DATE

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LEGEND

- 0 RECORD PROPERTY CORNER, IRREGULAR FORMS OF SET
- RECORD PROPERTY CORNER, REGULAR FORMS OF SET
- EXISTING LOT BOUNDARY
- ADJACENT LOT BOUNDARY
- STREET CENTERLINE
- LOT LINE REQUIRED FOR THIS MAP
- DOCUMENT NUMBER FOR LANDER COUNTY RECORDER
- SUBMISSION TRACT MAP
- SOURCE FEET
- ASSessor PARCEL NUMBER
- RECORD BEARING &/OR DISTANCE FOR REFERENCES

BASIS OF BEARINGS

- 1. RECORD OF SALES FILE NO. 2937, RECORDED 8/19/1982.
- 2. PARCEL MAP FILE NO. 2000, RECORDED 8/17/1982.
- 3. GRANT BARRON AND SUE DODD DOC. NO. 88239, RECORDED 11/17/1979.
- 4. GRANT BARRON AND SUE DODD DOC. NO. 88239, RECORDED 11/17/1979.
- 5. GRANT BARRON AND SUE DODD DOC. NO. 145222, RECORDED 11/17/1979.
- 6. PARCEL MAP FILE NO. 23008, RECORDED 7/27/2000.
- 7. GRANT BARRON AND SUE DODD DOC. NO. 24460, RECORDED 8/17/2000.
- 8. GRANT BARRON AND SUE DODD DOC. NO. 24460, RECORDED 8/17/2000.
- 9. GRANT BARRON AND SUE DODD DOC. NO. 24460, RECORDED 8/17/2000.
- 10. GRANT BARRON AND SUE DODD DOC. NO. 24460, RECORDED 8/17/2000.
- 11. GRANT BARRON AND SUE DODD DOC. NO. 24460, RECORDED 8/17/2000.
- 12. GRANT BARRON AND SUE DODD DOC. NO. 24460, RECORDED 8/17/2000.
- 13. GRANT BARRON AND SUE DODD DOC. NO. 24460, RECORDED 8/17/2000.
- 14. GRANT BARRON AND SUE DODD DOC. NO. 24460, RECORDED 8/17/2000.
- 15. GRANT BARRON AND SUE DODD DOC. NO. 24460, RECORDED 8/17/2000.
- 16. GRANT BARRON AND SUE DODD DOC. NO. 24460, RECORDED 8/17/2000.
- 17. GRANT BARRON AND SUE DODD DOC. NO. 24460, RECORDED 8/17/2000.
- 18. GRANT BARRON AND SUE DODD DOC. NO. 24460, RECORDED 8/17/2000.
- 19. GRANT BARRON AND SUE DODD DOC. NO. 24460, RECORDED 8/17/2000.
- 20. GRANT BARRON AND SUE DODD DOC. NO. 24460, RECORDED 8/17/2000.



BATTLE MOUNTAIN, NEVADA VICINITY MAP (NOT TO SCALE)

OWNER'S CERTIFICATE

I, the undersigned, being the owner of the above described parcel, do hereby certify that the information herein is true and correct and that I have no objection to the recording of this map. I have read the map and the information herein and I have no objection to the recording of this map. I have read the map and the information herein and I have no objection to the recording of this map.

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BERUMEN PM

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EXTERIOR BOUNDARY PARCEL 1

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START

	10119.48	10199.75
INV	N 89°47'00" W 104.35		
	10119.88	10095.40
INV	N 00°13'00" E 178.71		
	.....	10298.58	10096.08
INV	S 89°47'00" E 208.71		
	.....	10297.79	10304.78
INV	S 00°13'00" W 85.00		
	.....	10212.80	10304.46
INV	N 89°47'00" W 104.36		
	.....	10213.19	10200.10
INV	S 00°13'00" W 93.71		
	.....	10119.48	10199.75

AREA 27519.0 SQUARE FEET 0.632 ACRES

TOTAL DISTANCE 774.84

CLOSING VECTOR N 48°01'32" E 0.000

Zero error of closure



3-14-2024



**SITE PLAN
TO ACCOMPANY
BERUMEN PARCEL MAP**

SCALE 1" = 40'
APNs 002-230-11,13,&14

SUMMIT ENGINEERING CORPORATION
5405 MAE ANNE AVENUE, RENO, NV. 89523
PHONE:(775) 747-8550 FAX:(775) 747-8559

SHEET
1
OF
1



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

Parcel Detail for Parcel # 002-230-11

Prior Parcel # [002-230-04](#)

Location

Property Location [745 W HUMBOLDT STREET](#)
 Town
 District [2.0 - Battle Mountain Town](#)
 Subdivision [PAR IN 18/32/45](#) Lot Block
 Property Name

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

Ownership

Assessed Owner Name [BERUMEN, RICARDO & SHANNON](#)
 Mailing Address [745 W HUMBOLDT STREET](#)
[BATTLE MOUNTAIN, NV 89820](#)
 Legal Owner Name [BERUMEN, RICARDO & SHANNON](#)
 Vesting Doc #, Date [301224](#) [11/15/2021](#) Year / Book / Page [21 / 0 / 0](#)
 Map Document #s

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

Description

Total Acres [.300](#) Square Feet [12,909](#)
 Ag Acres [.000](#) W/R Acres [.000](#)

Improvements

Single-family Detached [1](#) Non-dwelling Units [0](#) Bedrooms / Baths [3 / 2.00](#)
 Single-family Attached [0](#) Mobile Home Hookups [0](#) Stories [1.0](#)
 Multiple-family Units [0](#) Wells [0](#) Garage Square Ft... [576](#)
 Mobile Homes [0](#) Septic Tanks [0](#) Attached / Detached [A](#)
 Total Dwelling Units [1](#) Buildings Sq Ft [0](#)
 Residence Sq Ft [1,920](#)
 Basement Sq Ft [0](#) Basement
 Finished Basement SF [0](#) Bedrooms / Baths [0 / .00](#)

[Improvement List](#)
[Improvement Sketches](#)
[Improvement Photos](#)

Appraisal Classifications

Current Land Use Code [200](#) [Code Table](#)

Zoning Code(s) [R1](#)

Re-appraisal Group [5](#) Re-appraisal Year [2019](#)
 Original Construction Year [1972](#) Weighted Year [1979](#)

Assessed Valuation

Assessed Values	2024-25	2023-24	2022-23
Land	7,700	7,700	7,700
Improvements	26,081	26,765	23,789
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Assessed Value	33,781	34,465	31,489

Increased (New) Values

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

Taxable Valuation

Taxable Values	2024-25	2023-24	2022-23
Land	22,000	22,000	22,000
Improvements	74,517	76,471	67,969
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Taxable Value	96,517	98,471	89,969

Increased (New) Values

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

[Back to Search List](#)



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

Parcel Detail for Parcel # 002-230-13

Prior Parcel # [002-230-10](#)

Location

Property Location [735 W HUMBOLDT STREET](#)
 Town
 District [2.0 - Battle Mountain Town](#)
 Subdivision [PAR IN 18/32/45 PAR SPLIT](#) Lot Block
 Property Name

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

Ownership

Assessed Owner Name [BERUMEN, RICARDO & SHANNON](#)
 Mailing Address [745 W HUMBOLDT STREET](#)
[BATTLE MOUNTAIN, NV 89820](#)
 Legal Owner Name [BERUMEN, RICARDO & SHANNON](#)
 Vesting Doc #, Date [272526](#) [11/13/2014](#) Year / Book / Page [14 / 665 / 513](#)
 Map Document #s

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

Description

Total Acres [.200](#) Square Feet [8,712](#)
 Ag Acres [.000](#) W/R Acres [.000](#)

Improvements

Single-family Detached [0](#) Non-dwelling Units [1](#) Bedrooms / Baths [3 / 2.00](#)
 Single-family Attached [0](#) Mobile Home Hookups [1](#) Stories [1.0](#)
 Multiple-family Units [0](#) Wells [0](#) Garage Square Ft... [0](#)
 Mobile Homes [1](#) Septic Tanks [0](#) Attached / Detached
 Total Dwelling Units [1](#) Buildings Sq Ft [0](#)
 Residence Sq Ft [924](#)
 Basement Sq Ft [0](#) Basement
 Finished Basement SF [0](#) Bedrooms / Baths [0 / .00](#)

[Improvement List](#)
[Improvement Sketches](#)
[Improvement Photos](#)

Appraisal Classifications

Current Land Use Code [236](#) [Code Table](#)

Zoning Code(s) [R1](#)

Re-appraisal Group [5](#) Re-appraisal Year [2019](#)
 Original Construction Year [1980](#) Weighted Year

Assessed Valuation

Assessed Values	2024-25	2023-24	2022-23
Land	3,500	3,500	3,500
Improvements	428	406	375
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Assessed Value	3,928	3,906	3,875

Increased (New) Values

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

Taxable Valuation

Taxable Values	2024-25	2023-24	2022-23
Land	10,000	10,000	10,000
Improvements	1,223	1,160	1,071
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Taxable Value	11,223	11,160	11,071

Increased (New) Values

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

[Back to Search List](#)



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

Parcel Detail for Parcel # 002-230-14

Prior Parcel # [002-230-10](#)

Location

Property Location [715 W HUMBOLDT STREET](#)
 Town
 District [2.0 - Battle Mountain Town](#)
 Subdivision [PAR IN 18/32/45 PAR SPLIT](#) Lot Block
 Property Name

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

Ownership

Assessed Owner Name [BERUMEN, RICARDO & SHANNON](#)
 Mailing Address [745 W HUMBOLDT STREET BATTLE MOUNTAIN, NV 89820](#) [Ownership History](#) [Document History](#)
 Legal Owner Name [BERUMEN, RICARDO & SHANNON](#)
 Vesting Doc #, Date [273024](#) [02/17/2015](#) Year / Book / Page [15 / 667 / 690](#)
 Map Document #s

Description

Total Acres [.200](#) Square Feet [8,712](#)
 Ag Acres [.000](#) W/R Acres [.000](#)
Improvements
 Single-family Detached [0](#) Non-dwelling Units [0](#) Bedrooms / Baths [0 / .00](#)
 Single-family Attached [0](#) Mobile Home Hookups [1](#) Stories [.0](#)
 Multiple-family Units [0](#) Wells [0](#) Garage Square Ft... [0](#)
 Mobile Homes [0](#) Septic Tanks [0](#) Attached / Detached
 Total Dwelling Units [0](#) Buildings Sq Ft [0](#)
 Residence Sq Ft [0](#)
 Improvement List
 Improvement Sketches
 Improvement Photos
 Basement Sq Ft [0](#) Basement
 Finished Basement SF [0](#) Bedrooms / Baths [0 / .00](#)

Appraisal Classifications

Current Land Use Code [280](#) [Code Table](#)
 Zoning Code(s) [R1](#)
 Re-appraisal Group [5](#) Re-appraisal Year [2019](#)
 Original Construction Year [1980](#) Weighted Year

Assessed Valuation

Assessed Values	2024-25	2023-24	2022-23
Land	5,600	5,600	5,600
Improvements	1,524	1,446	1,335
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Assessed Value	7,124	7,046	6,935
Increased (New) Values			
Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

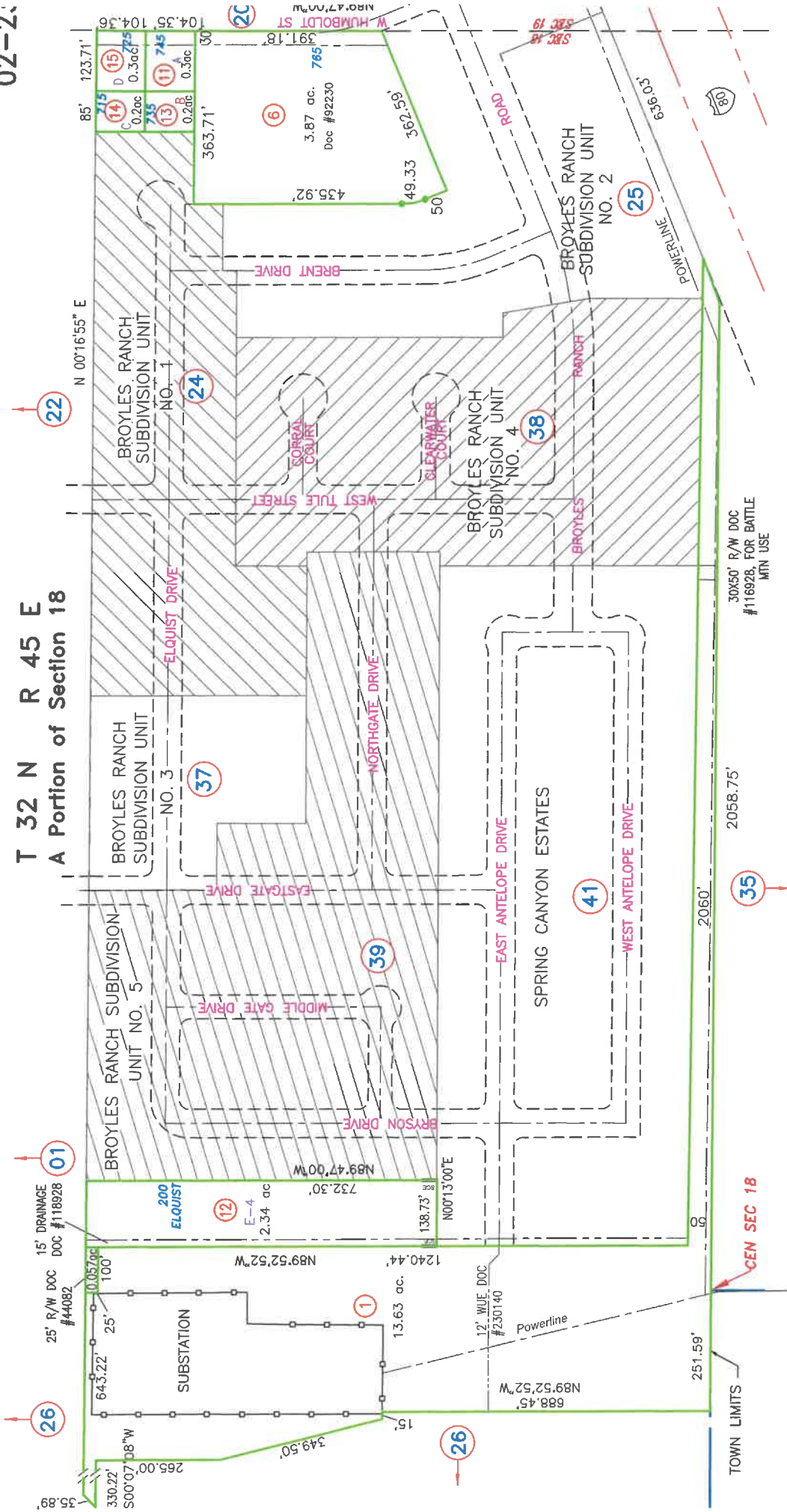
Taxable Valuation

Taxable Values	2024-25	2023-24	2022-23
Land	16,000	16,000	16,000
Improvements	4,354	4,131	3,814
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Taxable Value	20,354	20,131	19,814
Increased (New) Values			
Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

[Back to Search List](#)

02-2:

T 32 N R 45 E
A Portion of Section 18



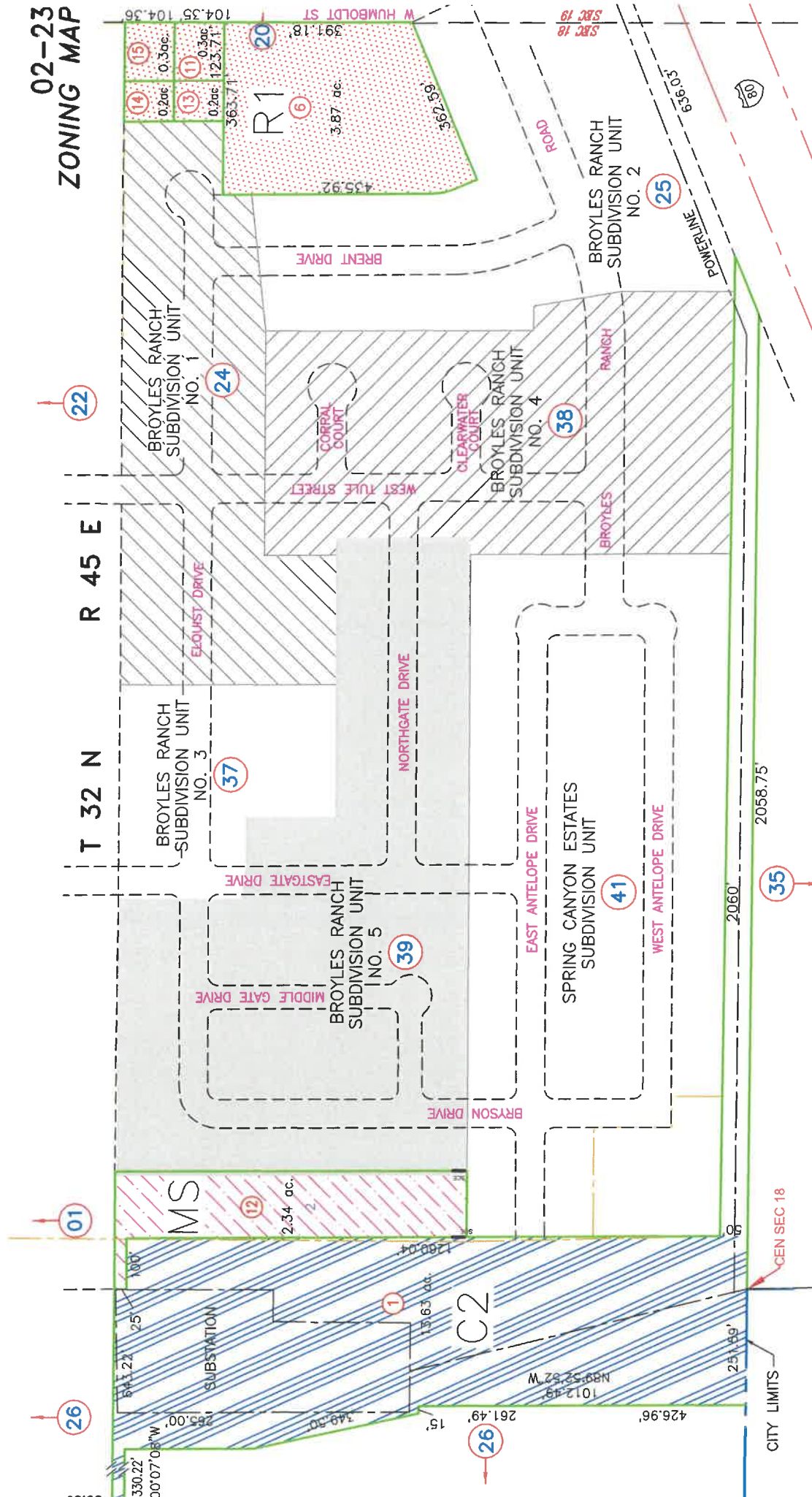
M.D.B. & M.

**Battle Mountain
LANDER COUNTY**

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

REVIEWED 03/27/23 NJW
 UPDATE LANSBASE 10/11/21 NJW
 RECORD OF SURVEY 02-230-01 Doc #265342, #207618; 01/09/17 NJW

02-23
ZONING MAP



- SINGLE FAMILY RESIDENTIAL
- GENERAL COMMERCIAL
- MANUFACTURED HOUSING SUBDIVISION



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



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March 14, 2024

Robert Morley, PLS, Lander County Surveyor
c/o High Desert Engineering LLC
640 Idaho Street
Elko, NV 89801
775-738-4053
remorley@frontiernet.ent

Re: Waiver Request for a Merger & Resubdivision Parcel Map for Ricardo & Shannon Berumen located in Battle Mountain, NV
(Lander APNs 002-230-11, 13, & 14)

Robert:

Summit Engineering Corporation has been contracted by Ricardo & Shannon Berumen to combine their three Battle Mountain parcels into one legal parcel.

Per NRS 278.4925 a Merger and Resubdivision Parcel Map has been prepared from record information. This letter is serving as a request for a Waiver related to performing a field survey on said M&R Parcel Map.

If you have any questions or need any additional information, please contact me at 775-787-4316 or ryan@summitnv.com.

Sincerely,

Ryan Cook, PLS, WRS, CFedS
VP & Surveying Department Manager
SUMMIT ENGINEERING CORPORATION

March 19, 2024

Ryan Cook, PLS
Summit Engineering Corporation
5405 Mae Anne Avenue
Reno, NV 89523

Re: Parcel Map in support of a Merger & Re-subdivision for
Ricardo Berumen and Shannon Berumen

Dear Ryan,

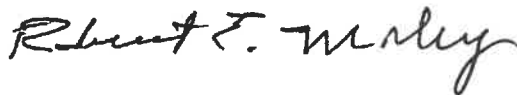
I am writing in response to your letter received by email dated March 14, 2024, requesting the waiver of the field survey for the parcel map in support of a merger & re-subdivision for Ricardo Berumen and Shannon Berumen located in Battle Mountain, Nevada. This parcel map would merge the parcels described in the deeds recorded as Document No.'s 272526, 273024 and 301224 being Assessor's Parcel No.'s 002-230-11, 002-230-13 and 002-230-14 into one parcel per N.R.S. 278.4925.

Due to the fact that this merger merely eliminates the interior lines between the existing parcels and does not change the original position of the exterior boundary of the said Parcels, which in effect becomes the boundary of the newly created parcel, I hereby waive the requirement for the survey pursuant to the authority granted to me as County Surveyor by N.R.S. 278.463.

This waiver **DOES NOT** relieve you of the requirement for the preparation and filing of the parcel map and this map must be submitted to Lander County in the normal fashion along with any required review fees for approval. In addition, it is highly recommended that at the time of any construction on the new parcel that the boundaries be determined in order to assure proper compliance with Lander County Code, such as setback distances.

If you have any questions or require any additional information regarding this matter, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Robert E. Morley". The signature is written in a cursive style with a large, stylized "R" and "M".

Robert E. Morley, P.L.S.
Lander County Surveyor

CC: Aaron Martinez, AM Engineering

Planning department

From: Robert E Morley <remorley@frontiernet.net> on behalf of Robert E Morley
Sent: Tuesday, March 19, 2024 4:04 PM
To: 'Ryan Cook'; 'Planning department'
Cc: 'Aaron Martinez'; 'Aaron Martinez'
Subject: RE: Berumen Parcel Map Review W/ Survey Waiver Request
Attachments: Berumen Bt Mtn Survey Waiver.pdf

Hello Ryan,

I have reviewed the parcel map merger and re-subdivision for Ricardo and Shannon Berumen in Battle Mountain. As we discussed on the phone, there are two small corrections. The first is in the Surveyor's Certificate. On line 2 in the certificate it states "The Lands Surveyed lie within" I think that due to the fact you are requesting a waiver of the survey the word "Surveyed" should be removed so that Line 2 now reads "The Lands Lie within.....". The other small correction is in the County Surveyor's Certificate. This certificate reads that the requirement for the survey is waived pursuant to NRS 278.464. I think this should be changed to read NRS 278.463. Once these two small changes are made the map is good to go as far as I am concerned.

I am attached the letter granting the waiver of the survey and I have Cc'd Shelby on this email so she is aware of our conversation regarding the map. Please don't hesitate to contact me if you have any additional questions or concerns regarding this matter.

Thanks
Bob

Robert E. Morley
High Desert Engineering
640 Idaho St.
Elko, NV 89801

Ph. 775-738-4053
Fx. 775-753-7693
remorley@frontiernet.net

From: Ryan Cook [mailto:ryan@summitnv.com]
Sent: Tuesday, March 19, 2024 10:18 AM
To: Planning department <Planning@landercountynv.org>; remorley@frontiernet.net
Cc: Aaron Martinez <amartinez@landercountynv.org>; Aaron Martinez <aaron@am.engineering>
Subject: RE: Berumen Parcel Map Review W/ Survey Waiver Request

Shelby – Thanks for catching that. See attached version.

Ryan Cook PLS, CFedS, WRS
VP & Survey Department Manager

t: 775-787-4316



From: Planning department <Planning@landercountynv.org>
Sent: Tuesday, March 19, 2024 10:09 AM
To: remorley@frontiernet.net
Cc: Ryan Cook <ryan@summitnv.com>; Aaron Martinez <amartinez@landercountynv.org>; Aaron Martinez <aaron@am.engineering>
Subject: RE: Berumen Parcel Map Review W/ Survey Waiver Request

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

One thing I did notice as I was looking at the map is it is missing the Planning Commission Certificate.

Shelby Knopp
Lander County Planning Coordinator
PH (775)635-2860
50 State Route 305
Battle Mountain, NV 89820
Planning@landercountynv.org

From: Planning department [mailto:Planning@landercountynv.org]
Sent: Tuesday, March 19, 2024 9:27 AM
To: remorley@frontiernet.net
Cc: 'Ryan Cook' <ryan@summitnv.com>; Aaron Martinez (amartinez@landercountynv.org) <amartinez@landercountynv.org>; Aaron Martinez (aaron@am.engineering) <aaron@am.engineering>
Subject: Berumen Parcel Map Review W/ Survey Waiver Request

Good Morning Bob,
Please see attached Parcel Map and Waiver Request for your review.

Let me know if there is anything else you need.

Thank you!

Shelby Knopp
Lander County Planning Coordinator
PH (775)635-2860
50 State Route 305
Battle Mountain, NV 89820
Planning@landercountynv.org



Lander County Commission Agenda Request Form

The Lander County Board of Commissioners meets the 2nd and 4th Thursday of each month
Each individual is responsible to complete their own agenda request form and have it turned in Wednesday by 4:00pm the week prior to the meeting.

COMMISSIONER MEETING DATE: APRIL 25,2024

LANDER COUNTY

NAME: PAM HARRINGTON

REPRESENTING: _____

ADDRESS: LANDER COUNTY OFFICE

PH: (775) 870-0015

PH: _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? _____

WHO WILL BE ATTENDING THE MEETING: PAM HARRINGTON

JOB TITLE: NATURAL RESOURCE OFFICER MAIL: PHARRINGTON@LANDERCOUNTYNV.ORG

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

none

BACKGROUND INFORMATION:

FINAL COMMENTS TO BE SUBMITTED ON ROBERTSON MINE PROPOSAL, GROUNDWATER IMPACTS TO INDIAN CREEK AND PROPOSED MITIGATION PLAN. IMPACTS TO DOMESTIC WELLS AND WATER RIGHTS, PRIVATE PROPERTY IMPACTS TO LANDOWNERS ALONG INDIAN CREEK

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

COMMISSIONERS TO APPROVE AND SIGN COMMENTS TO BE SUBMITTED ON THE DEIS FOR THE PROJECT.

WILL THERE BE A POWERPOINT PRESENTATION? IF SO WILL IT BE PAPER FORM OR A THUMB DRIVE OR BOTH? BOTH WILL BE REQUIRED AT THE TIME BACKUP IS TURNED IN. THUMB DRIVE PRESENTATION WILL NEED TO BE OPERATED BY PRESENTER.
YES ___ NO X

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST?
AMOUNT \$ _____

YES ___ NO X

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING?

YES X NO ___

WHEN? _____

HAS THIS ISSUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT HEADS?

YES ___ NO X

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

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

YES X NO ___

IF THE ITEM IS A CONTRACT AND/OR AGREEMENT, OR REQUIRES LEGAL REVIEW, IT MUST BE REVIEWED BY THE 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 X

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:

SIGNATURE PAM HARRINGTON DATE 4.19/24

LANDER COUNTY COUNTY MANAGER

BARTOLO (Bert) RAMOS
50 State Route 305
Battle Mountain, NV 89820
(775)635-2885



Submit electronically via email to

BLM Project Manager at BLM_NV_BMDO_P&EC_NEPA@blm.gov

April 25, 2024

Dear Mr. Sherve,

Background

Lander County became aware of the Robertson project several months into the Cooperating Agency pre-NEPA phase in 2023. The draft ADEIS and SERs were already near final and there was not much time left for Lander County to weigh in on the project.

Most troubling was the fact that 50 private properties very close to the project were not analyzed or even recognized in the draft documents. The Dean Ranch was called out as the closest human receptors to the project. Contractors and Nevada Gold Mines have known there are private parcels along Indian Creek for years, including organization of a monitoring program for domestic wells and Indian creek. It is unclear why impacts to these private properties were not included in the ADEIS and SERs until Lander County pointed out this serious deficiency in the analyses.

There are several aspects to this project that the County has voiced concern during the Cooperating Agency process, some that are yet to be addressed or at least provided answers to our comments. We submit these bulleted items as ongoing concerns that will hopefully be alleviated as the process moves forward.

Concerns

Water Rights / Groundwater

- 1) Lander County suggests the BLM select the preferred alternative to partially backfill of the Gold Pan Pit over the Proposed Action. Modelling shows this alternative may reduce impacts to private property groundwater availability in the area. This reason alone should spur the BLM to require the partial backfill alternative.
- 2) Mitigation plans for domestic wells and water rights have not been agreed upon. As mentioned several times in the Cooperating Agency process, the Lander County Master plan directs the County Commissioners to oppose projects that harm water rights. **“Policy 3-7: Impacts to private lands from development**

LANDER COUNTY COUNTY MANAGER

BARTOLO (Bert) RAMOS
50 State Route 305
Battle Mountain, NV 89820
(775)635-2885



proposals on BLM managed lands and USFS lands shall be fully evaluated for potential impacts and proper mitigation established.

Resources to be evaluated include, among others:

Impacts to well owners and water right holders, and water resources..." Policy Plan for Federally Administered Lands 2017. Additionally, the DRAFT 2024 Lander County Master Plan: CNR.25 Make available adequate water resources to maintain the variety of important uses in Lander County, such as agriculture, mining, municipal and industrial, and geothermal development. Projects that reduce or eliminate water resources available to support uses in Lander County shall be opposed. CNR.26 Monitor and track any changes that diminish the groundwater recharge and relationship among groundwater aquifers in Basins 56, 57, 58, and 59.

As such, we must oppose this project until monitoring and mitigation plans are agreed upon to protect Lander County property owners. Lander County will work with NGM to come up with a plan, but at this time there are no assurances that property owners will be made whole if this project goes forward and water rights are harmed. If a cooperative effort for mitigation and funding is pursued between Lander County property owners and NGM, Lander County Commissioners request that property owners that were modelled to be affected by the Deep South project be included in this effort. Lander County did not participate in the Cooperating Agency process for Deep South and have only recently learned that there are modelled wells and water rights that will be affected by this project in addition to the Robertson project in Lander County. To our knowledge, agreed upon safeguards and long term funding to mitigate damages offsite have not occurred.

Mitigation measures for water rights and surface waters should include increased monitoring locations and data loggers to detect changes to groundwater levels in advance of receptor impacts.

Groundwater models are not perfect and impacts may not be revealed exactly how a model predicts. Lander County requests NGM engage in a monitoring and mitigation process that allows for early detection of impacts and includes possible impacts beyond what is shown in the ten foot draw down plus one-mile buffer, along Indian Creek in particular.

Air Quality

CO levels are modelled to go from 800 to 2,800 ug/m³ **8 hour** and 1,000 to 11,000 ug/m³ one hour. Residents living close to the project will breath this air 24 hour per day. This increase is considered degraded minor to moderate localized impacts. The air quality that Lander County residents living within the 15-mile buffer of the project will be breathing is considered a minor to moderate reduction in localized impacts. Will monitors be installed to track what the actual air quality will be at receptor locations?

LANDER COUNTY

COUNTY MANAGER

BARTOLO (Bert) RAMOS

50 State Route 305

Battle Mountain, NV 89820

(775)635-2885



Noise

A noise study was performed to capture what impacts there would be to Greater Sage Grouse and also property owners near the project. The noise study had errors that were never clarified with mistakes labeling distances of receptor sites to the project, and other anomalies that were pointed out in previous comments submitted. No response was provided to we reiterate our concerns here and also make mention that a third party noise expert consultant is reviewing the report.

Greater Sage Grouse impacts

Mitigation for haul truck noise was contemplated to include a ten-foot-high berm to dampen the noise. A haul truck driver contacted Lander County to let us know that haul truck tires are higher than ten feet high and the berm may not provide much assistance.

Human Receptors

There are several properties in close proximity to the project site that are used recreationally by property owners although no home sites have been built yet. The enjoyment of their property with the background noise of the mine maybe compromised.

The timing of the study last year was at all-time high stream levels never seen before by longtime residents in the area. This background noise from a rushing stream factored into the sound study, along with wind that was included in the overall measurements. The study did not provide representative conditions with all of these factors in play. Another longer study to cover different atmospheric conditions and subtracting wind noise and outlying stream conditions would provide a more realistic model of what can be expected at private properties close to the project.

Indian Creek

Indian Creek is modeled to be affected by the Robertson Project. As mentioned earlier, a monitoring program needs to be installed so that mitigation measures can be implemented before there is degradation to the stream.

Mitigation Measures

Mitigation plans that were devised for Deep South are now being applied to the Robertson Project. Lander County believes mitigation to be subject to the full analyses that NEPA brings to such actions. The mitigation for some of the large mining projects will go on much longer than the actual mining. If mitigation plans are not subject to the scrutiny of NEPA and proven to be viable and funded, there is not confidence that mitigation will be achieved in a meaningful way. Mitigation measures for Indian Creek

LANDER COUNTY

COUNTY MANAGER

BARTOLO (Bert) RAMOS
50 State Route 305
Battle Mountain, NV 89820
(775)635-2885



must be shown to be viable, not produce harm to resources, have water rights that are secured for replacement water, and all parties agree on this path forward.

Aquatics Study

Lander County requested an aquatics study be performed on Indian Creek so that there was baseline data available to assess impacts. BLM did not require this report, nor did they use the one that NGM voluntarily produced at our request. However, the aquatics study did not include analysis of fish species, which an assumption was made would be a foundational component to the study. Lander County requests that an aquatic study be performed and evaluated by BLM to show what the characteristics of fish species are that currently live in Indian Creek. Omitting analysis of fish species in a perennial stream that has been modeled to have impacts from the project and require mitigation is a flaw in the process.

Access to the Mine

Lander County Road, also known as Hilltop Road, is depicted to have an emergency access point. Emergency access is appropriate, given the condition of the county road cannot handle additional traffic with large trucks. We note that this route is for emergency egress. If mine employees elect to use Hilltop Road from Battle Mountain to get to work, the road would need some significant improvements to handle this traffic.

Thank you for the opportunity to comment on this project and we hope to see resolution of some concerns Lander County has posed to you.

Respectfully,

Bryan Sparks
Lander County Commissioner Chairman



United States Department of the Interior



REC'D LANDER COUNTY CO
APR 19 '24 AM 11:27

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

APR 15 2024

**FINAL DECISION
PHOENIX MINE AUM CANCELCATION
Nevada Gold Mines, LLC - 2700367**

CERTIFIED MAIL: (7018 3090 0000 8748 1572) RETURN RECEIPT REQUESTED

Chris Jasmine
Nevada Gold Mines, LLC.
1655 Mountain City Highway
Elko, NV 89801

Dear Mr. Jasmine:

The Mount Lewis Field Office (MLFO) is issuing this final decision to implement the cancellation of Animal Unit Months (AUMs) within the Copper Canyon Grazing Allotment. While there are four grazing permits within this allotment, you have requested on behalf of Nevada Gold Mines, LLC (NGM) to take the full AUM cancellation voluntarily via a letter dated August 1, 2023. As a result of this final decision, only permit 2700367 will receive AUM cancellations.

This action was analyzed in the 2002 Phoenix Mine EIS (NV063-EIS00-28) and the 2016 Greater Phoenix Mine EIS (DOI-BLM-NV-B010-2016-0009-EIS). The cancellation in authorized AUMs is due to lands being devoted to another authorized public use and the exclusion of livestock by mine boundary fences. Because portions of the Copper Canyon Grazing Allotment will become unavailable to livestock grazing, the cancellation of these AUMs are necessary. This decision is being issued in accordance with 43 CFR 4110.4-2(b) as the permittee has voluntarily opted for the cancellation.

BACKGROUND

The Phoenix Mine is located approximately 10 miles to the southwest of Battle Mountain, NV. The plan of operations boundary fence currently encompasses 4,279 acres of BLM land within the Copper Canyon Allotment. The Greater Phoenix Mine Project has identified an additional 4,365 acres to be encompassed by the plan of operations boundary fence managed by the BLM. The total BLM acres to be encompassed by the plan of operations boundary fence is 8,644. These projects identified a total of 751 AUMs that would be cumulatively cancelled because of the decrease of land acreage as required by the grazing regulations and associated with these mine projects. While the mine project EISs identify this reduction as a temporary "suspension" in AUMs, the grazing regulations provide for cancellation, not suspension, of AUMs when lands are devoted to another use.¹

¹ With the 1995 amendments to the BLM's grazing regulations, reductions in authorized use resulting from decreases in public land acreages are no longer treated as suspended use. 60 Fed. Reg. 9894, 9932 (Feb. 22, 1995); 43 CFR 4110.4-2.

Public consultation for this final decision was completed under the scoping and comment periods for the respective project EIS. The alternative in each EIS which identified grazing reductions was selected under each respective Record of Decision. Prior to implementing the AUM cancellations that result from the Phoenix and Greater Phoenix mine projects, 43 CFR 4110.4-2(b) requires the permittee be given 2 years prior notification of the cancellation. The permittee can opt to waive the two-year prior notification.

On September 14, 2022, the MLFO issued a Proposed Decision to implement the 751 AUM reduction identified for the Copper Canyon Grazing Allotment. The proposed decision reduced each of the four permittees' AUMs proportionally to each permittee's share of AUMs for the allotment, with a proposed reduction of 536 AUMs for Badger Ranch; 8 AUMs for Chiara Ranch; 57 AUMs for Ellison Ranching Company; and 150 AUMs for Nevada Gold Mines, LLC. Four protest letters were received.

In an August 1st, 2023, letter Nevada Gold Mines voluntarily requested to take the full 751 AUM cancellation from their permit to reduce the impact from the Phoenix Mine to the other grazing operators within the grazing allotment. The currently permitted AUMs and associated AUM cancellations from Nevada Gold Mines' permit for the Phoenix project and the Greater Phoenix project are outlined in Table 1.

Permittee	Current Permitted AUM		AUMs Cancelled		New Permitted AUM	
	AUM	% of Total	Phoenix	Greater	End	Change
Badger Ranch	3,587	71%	0	0	3,587	0
Chiara Ranch	50	1%	0	0	50	0
Ellison Ranching Company	384	8%	0	0	384	0
Nevada Gold Mines, LLC	1,002	20%	385	366	251	-751
Total	5,023	100%	385	366	4,272	-751

Table 1: Current Permitted Use in the Copper Canyon Allotment, cancellations identified in the Phoenix Mine Project and Greater Phoenix Mine Project as modified, and New Permitted Use by grazing permittee.

The perimeter fences identified for the Phoenix Mine EIS have been constructed. However, some of the Greater Phoenix Mine Project fences have not yet been fully constructed.

The MLFO has completed a Determination of NEPA Adequacy (DOI-BLM-NV-B010-2022-0028-DNA) on September 14, 2022. The DNA is enclosed with this Final Decision. This Final Decision is in conformance with the analysis of the Phoenix Mine EIS (NV063-EIS00-28) and the 2016 Greater Phoenix Mine EIS (DOI-BLM-NV-B010-2016-0009-EIS).

PROTEST AND RESPONSE SUMMARY

The proposed decision was issued by the MLFO on September 14, 2022. Timely protests were received from Badger/Chiara Ranches, Eureka County, Lander County and Nevada Cattleman's Association. Protests centered around the same issues of: notice of cancellation; whether the reduction in AUMs is necessary; and suspension versus cancellation of AUMs. These protest points and the BLM's responses are as indicated below.

'Permittees did not receive required notice of cancellation.'

43 CFR 4110.4-2(b) provides "When public lands are disposed of or devoted to a public purpose which precludes livestock grazing, the permittees and lessees shall be given 2 years' prior notification

... before their grazing permit or grazing lease and grazing preference may be canceled,” however, “A permittee or lessee may unconditionally waive the 2-year prior notification.”

Protestors claim the permittees were not adequately notified that the AUM cancellations would be implemented. The BLM provided scoping, comment periods and notice of the Final EIS and Decision Records, through which the permittees were directly notified of acres of grazing land that would be devoted to another use and that authorized AUMs would be reduced. The Phoenix Mine EIS and Greater Phoenix EIS finalized in July 2018 clearly identified the AUMs proposed to be reduced, including by permittee, as a result of these mine projects.

While it is BLM’s position that the EIS and Decision Records serve as sufficient notification to all four permittees that certain lands in the Copper Canyon Allotment were being devoted to another use and that AUMs would be reduced accordingly, on August 1, 2023, the MLFO received a written request from NGM to apply the full AUM cancellation provided for in the proposed decision under grazing permit 2700367. This request makes this protest point moot as the permittee that will receive the AUM cancellation did not protest the sufficiency of notification under 43 CFR 4110.4-2(b) and waived the 2-year notification requirement through its voluntary AUM cancellation request.²

‘Cancellation of AUMs is not necessary or appropriate.’

43 CFR 4110.4-2 (a)(1) provides, “Where there is a decrease in public land acreage available for livestock grazing within an allotment Grazing permits or leases may be cancelled or modified as appropriate to reflect the changed area of use.”

Protests to the proposed decision assert the appropriate method to determine a cancellation in AUMs is through an allotment wide assessment of available forage and through an assessment of livestock distribution and allege that there is sufficient forage to preclude the need for a reduction in AUMs.

For the Phoenix Decision, a carrying capacity analysis is provided in the EIS within the project area and the associated cancellation reflects that analysis. For the Greater Phoenix Project, the BLM applied the current allotment wide stocking rate and implemented a proportional cancellation based on the reduction in allotment acreage.

The Phoenix Mine will exclude approximately 14% of the BLM Administered Acres within the Copper Canyon Allotment from livestock grazing. Due to the scale of AUMs to be removed from grazing access, the BLM concluded that an AUM cancellation was appropriate and necessary and provides the methodology supporting the reduction in AUMs in the Phoenix and Greater Phoenix EISs respectively.

While the protestors allege that there is sufficient forage on the range to preclude this cancellation in AUMs, that data has not been provided to the BLM. The BLM is unable to verify the referenced monitoring data was collected consistent with BLM approved protocols or at locations which will sufficiently represent the actual use from livestock.

‘Any AUMs reduced should be suspended rather than cancelled.’

The protestors assert that AUMs should not be cancelled as outlined in the proposed decision, but rather kept with the grazing permits and moved into a suspended category and expressed the concern that if the BLM returns those AUMs at a future date, they may not be associated with the correct

² BLM notes that even if one were to assume that the Phoenix and Greater Phoenix Records of Decision did not provide the required regulatory 2-year notification (as the protest letters claim), given the issuance of the September 14, 2022 Proposed Decisions, the two-year notification period for each permittee ends in September 2024.

permittee. Protesters urge that BLM should suspend AUMs pursuant to 43 CFR 4110.3-3 or as a "modification" under 43 CFR 4110.4-2(a)(1). Neither of those arguments are consistent with the regulations. Because the lands are being devoted to another use, 43 CFR 4110.4-2, not 43 CFR 4110.3-3, is the applicable regulation. To the extent protesters urge that 43 CFR 4110.4-2(a)(1) provides that grazing permits may be "cancelled or modified as appropriate to reflect the changed area of use," and that "modified" should be read to include "suspended," this ignores the fact that the term "suspended" was specifically omitted from 43 CFR 4110.4-2 and replaced instead by "cancelled."

43 CFR 4100 defines suspension as, "The temporary withholding from active use, through a decision issued by the authorized officer or by agreement, of part or all of the permitted use in a grazing permit or lease." However, because a portion of the allotment is being devoted to another use the regulations at 43 CFR 4110.4-2(a)(1) apply. And to the extent there may be additional forage available at a future date after all mining operations and reclamation activities have ended, 1) the BLM does not currently know what acres and forage will be available to livestock grazing following reclamation or 2) when such post-reclamation assessment and determination may be made.

If, once all mining operations end and reclamation is completed, additional forage becomes available, the regulations at 43 CFR 4110.3-1 allow for increases in permitted use and 4110.3-1(b-c) provide a hierarchy for how to allocate additional sustained yield forage to term permits and leases.

4110.3-1(c) prescribes that the BLM will conduct Consultation, Cooperation, and Coordination (CCC) with affected permittees, and make available AUMs on a sustained yield basis to current permittees within that allotment. During that process, the BLM will determine, based on CCC the record of historic AUMs adjustments and the record of performance, what the appropriate distribution of increased AUMs would be.

Several mining related facilities may exist indefinitely past reclamation and will require specific vegetative cover requirements to maintain reclamation standards. It is highly speculative to expect that the BLM would return the same number of AUMs to active use as are cancelled under this decision. There is nothing in this decision that would prevent BLM from determining that some or all the lands being devoted to mining operations can be returned to grazing use and from increasing AUMs based on an increased availability of forage. A decision to increase AUMs would also most appropriately be made through an allotment wide assessment following completion of mining and achievement of reclamation standards to determine rangeland health and available carrying capacity.

FINAL DECISION

It is my decision to implement the following:

1. Cancel 385 AUMs from 2700367 as analyzed by the Phoenix Mine Project.
2. Cancel 366 AUMs from 2700367 as analyzed by the Greater Phoenix Mine Project.

Following the closure of mining operations and when reclamation standards have been achieved, the BLM has the discretion to consider an application for increase in AUMs through a decision-making process under 43 CFR 4110.3-1.

RATIONALE

In accordance with 43 CFR 4110.4-2, when there is a decrease in public land acreage available for livestock grazing within an allotment, the authorized officer may cancel or modify grazing permits as appropriate to reflect the changed area of use. The analysis for the cancellation in AUMs was completed through the Phoenix EIS and Greater Phoenix EIS. This cancellation in AUMs is necessary to prevent the concentration of livestock on unexcluded acres which may lead to overgrazing. The

permittees received notice that certain lands within the Copper Canyon Allotment would be devoted to another use when BLM analyzed the final action in the EISs and issued the Records of Decision authorizing the Phoenix Mine on 11/28/2003 and the Greater Phoenix Mine on 9/5/2018, and the two-year prior notification period ended in 2004 and in 2018 respectively. A proposed decision was issued on September 14, 2022 to cancel 751 AUMs consistent with those Records of Decision. BLM is now issuing this final decision to implement the AUM cancellations associated with the Phoenix Mine and Greater Phoenix Mine Projects.

This action will be implemented in accordance with 4110.4-2(a)(1) which provides for the cancellation of AUMs, in whole or in part, as a result of a decrease in public land acres available. In the Preamble for the 43 CFR 4100 grazing regulation revisions in 1995 (60 FR 9894, 9932) the Department responded to comments requesting the suspension, rather than cancellation of AUMs under 4110.4-2 as follows:

The final rule has removed "suspend" and "suspension" because it does not serve the best interests of either the rangeland or the operator to continue to carry suspended numbers on a permit unless there is a realistic expectation that the AUMs can be increased due to increased forage availability. If such numbers are carried, the permittee or lessee may have an unrealistic expectation for increases in AUMs in the future. In cases where the acreage is being reduced, it is not likely that such an increase will occur. Therefore, there appears to be no good reason to refer to suspended AUMs in the regulation covering decreases in land acreage. If rangeland conditions improve to the extent that increased usage is possible, the provisions of § 4110.3 can be used to increase permitted use accordingly.

Consistent with the 4110.4-2 regulations, BLM is cancelling, not suspending, the AUMs impacted by the changed (decreased) area of use.

Between the two mine projects, there are four grazing permittees. The Copper Canyon Allotment is a common use allotment meaning that permittees do not have assigned use areas or pastures. This action was initially proposed as a partial cancellation of each permit which would have applied proportional cancellations to each permit based on the total permitted AUMs. On August 1, 2023, Nevada Gold Mines sent a letter to the MLFO requesting their permit take the full cancellation of 751 AUMs. This request also had the effect of waiving the two-year prior notification requirement outlined in 43 CFR 4110.4-2(b) if such notification period had not already expired.

The Phoenix EIS analyzed 4,279 acres that would be excluded from grazing due to the boundary fence for the mining project. The 385 AUM calculation for the Phoenix Mine is based on an analysis of production data of forage species within the plan of operations. This data was collected by the mine as a baseline for the EIS. The 385 AUMs reflect the amount of available forage that would be directly impacted by mining operations and/or excluded from livestock grazing.

The Greater Phoenix Mine estimated the permitted carrying capacity of the Copper Canyon Allotment which is approximately 12 acres/AUM. The Greater Phoenix EIS analyzed 4,365 additional acres that would be excluded from livestock grazing. Applying the carrying capacity rate of 12 acres/AUM to the acres to be excluded established the 360 AUMs to be cancelled under the Greater Phoenix Record of Decision.

The boundary fence for the Phoenix and Greater Phoenix project area will become a permanent Range Improvement Project that remains after mine closure and reclamation standards are met. The boundary

fence will serve as a valuable tool to exclude livestock from areas undergoing reclamation efforts to ensure restoration goals are met. Once the degraded acres have been reclaimed and when reclamation standards are met, if the authorized officer determines that the lands can be returned to grazing use and an increase in AUMs is warranted, the BLM can increase AUMs under 4110.3 and determine if the fence should remain to serve as an additional tool for livestock and range management.

AUTHORITY

All citations are from Part 43, Code of Federal Regulations (CFR), Subpart 4100 (2005).

§4110.2-2(a) - Permitted use is granted to holders of grazing preference and shall be specified in all grazing permits and leases. Permitted use shall encompass all authorized use including livestock use, any suspended use, and conservation use, except for permits and leases for designated ephemeral rangelands where livestock use is authorized based upon forage availability or designated annual rangelands. Permitted livestock use shall be based upon the amount of forage available for livestock grazing as established in the land use plan, activity plan, or decision of the authorized officer under § 4110.3-3, except, in the case of designated ephemeral or annual rangelands, a land use plan or activity plan may alternatively prescribe vegetation standards to be met in the use of such rangelands.

§4110.3-1 - Additional forage may be apportioned to qualified applicants for livestock grazing use consistent with multiple-use management objectives.

§4110.4-2 - (a) Where there is a decrease in public land acreage available for livestock grazing within an allotment: (1) Grazing permits or leases may be cancelled or modified as appropriate to reflect the changed area of use. (2) Permitted use may be cancelled in whole or in part. Cancellations determined by the authorized officer to be necessary to protect the public lands will be apportioned by the authorized officer based upon the level of available forage and the magnitude of the change in public land acreage available, or as agreed to among the authorized users and the authorized officer. (b) When public lands are disposed of or devoted to a public purpose which precludes livestock grazing, the permittees and lessees shall be given 2 years' prior notification except in cases of emergency (national defense requirements in time of war, natural disasters, national emergency needs, etc.) before their grazing permit or grazing lease and grazing preference may be canceled. A permittee or lessee may unconditionally waive the 2-year prior notification. Such a waiver shall not prejudice the permittee's or lessee's right to reasonable compensation for, but not to exceed the fair market value of his or her interest in authorized permanent range improvements located on these public lands (see § 4120.3-6).

APPEAL PROVISIONS

Pursuant to 43 CFR 4.471 and 4160.3(c), an appellant may petition for a stay of the final decision pending appeal by filing a petition for stay along with the appeal within 30 days after receiving the final decision.

The appeal and any petition for stay must be filed at the office of the authorized officer Jon D. Sherve, Field Manager, Mount Lewis Field Office, Bureau of Land Management, 50 Bastian Road, Battle Mountain, NV 89820. Within 15 days of filing the appeal and any petition for stay, the appellant also must serve a copy of the appeal and any petition for stay on any person named in the decision and listed at the end of the decision, and on the Office of the Solicitor, Regional Solicitor, Pacific Southwest Region, U.S. Department of the Interior, 2800 Cottage Way, Room E-1712, Sacramento, California 95825-1890.

Pursuant to 43 CFR 4.471(c), a petition for stay, if filed, must show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied;

- (2) The likelihood of the appellant's success on the merits;
- (3) The likelihood of immediate and irreparable harm if the stay is not granted; and,
- (4) Whether the public interest favors granting the stay.

43 CFR 4.471(d) provides that the appellant requesting a stay bears the burden of proof to demonstrate that a stay should be granted.

Any person named in the decision from which an appeal is taken (other than the appellant) who wishes to file a response to the petition for stay may file with the Hearings Division in Salt Lake City, Utah, a motion to intervene in the appeal, together with the response, within 10 days after receiving the petition. Within 15 days after filing the motion to intervene and response to the petition, the person must serve copies on the appellant, the Office of the Solicitor and any other person named in the decision (43 CFR 4.472(b)).

At the conclusion of any document that a party must serve, the party or its representative must sign a written statement certifying that service has been or will be made in accordance with the applicable rules and specifying the date and manner of such service (43 CFR 4.422(c)(2)).

Sincerely,



Jon D. Sherve
Field Manager
Mount Lewis Field Office

cc:
State Director, Nevada (NV-930)
Interested Public

Enclosures

**Determination of NEPA Adequacy (DNA)
Worksheet**

U.S. Department of the Interior
Bureau of Land Management

OFFICE: Mount Lewis Field Office; LLNVB01000

TRACKING NUMBER: DOI-BLM-NV-B010-2022-0028-DNA

CASEFILE/PROJECT NUMBER:

Badger Ranch – 2706029
Chiara Ranch – 2706006
Ellison Ranching CO. – 2706020
Nevada Gold Mines, LLC – 2700367

PROPOSED ACTION TITLE/TYPE: The Phoenix Mine AUM Cancellation

LOCATION/LEGAL DESCRIPTION: Legal Description: All or portions within the area of T32N R42E (Northwest Corner), T32 44E (Northeast Corner), T29N 42E (Southwest Corner), and T29N 44E (Southeast Corner).

A. Description of Proposed Action and any applicable mitigation measures

It is my Proposed Decision to implement the following changes to the permits below:

Badger Ranch - 2706029

1. Cancel 275 AUMs from the Badger Ranch permit as analyzed by the Phoenix Mine Project upon this decision becoming effective.
2. Cancel 257 AUMs from the Badger Ranch permit as analyzed by the greater Phoenix Mine Project following the implementation of the Greater Phoenix Mine Project APO Boundary Fences.

Chiara Ranch – 2706006

1. Cancel 4 AUMs from the Chiara Ranch permit as analyzed by the Phoenix Mine Project upon this decision becoming effective.
2. Cancel 4 AUMs from the Chiara Ranch permit as analyzed by the greater Phoenix Mine Project following the implementation of the Greater Phoenix Mine Project APO Boundary Fences.

Ellison Ranching Company – 2706020

1. Cancel 29 AUMs from the Ellison Ranching Company permit as analyzed by the Phoenix Mine Project upon this decision becoming effective.
2. Cancel 28 AUMs from the Ellison Ranching Company permit as analyzed by the greater Phoenix Mine Project following the implementation of the Greater Phoenix Mine Project APO Boundary Fences.

Nevada Gold Mines, LLC – 2700367

1. Cancel 77 AUMs from the Nevada Gold Mines, LLC permit as analyzed by the Phoenix Mine Project upon this decision becoming effective.

2. Cancel 72 AUMs from the Nevada Gold Mines, LLC permit as analyzed by the greater Phoenix Mine Project following the implementation of the Greater Phoenix Mine Project APO Boundary Fences.

Summary of Proposed Actions

Permittee	Current Permitted AUM		AUM Cancellations		New Permitted AUM	
	AUM	% of Total	Phoenix	Greater	End	Change
Badger Ranch	3,587	71%	275	257	3,055	-532
Chiara Ranch	50	1%	4	4	43	-7
Ellison Ranching Company	384	8%	29	28	327	-57
Nevada Gold Mines, LLC	1,002	20%	77	72	853	-149
Total	5,023	100%	385	360	4,278	-745

Table 1: Current Permitted Use in the Copper Canyon Allotment, cancellations identified in the Phoenix Mine Project and Greater Phoenix Mine Project, and New Permitted Use by grazing permittee.

AUMs canceled under this decision may be reinstated to their respective permits following the closure of mining operations and when reclamation standards have been achieved and at the discretion of the authorized officer.

B. Land Use Plan conformance

LUP Name	NV – Shoshone-Eureka RMP	Date Approved:	February 26, 1986
Other Document	NV – Shoshone-Eureka Rangeland Program Summary	Date Approved:	1988

The proposed action is in conformance with the LUP, even though it is not specifically provided for, because it is clearly consistent with the following LUP decisions (objectives, terms, and conditions):

Shoshone-Eureka RMP Amendment ROD page 9:

- To establish a grazing management program designed to provide key forage plants with adequate rest from grazing during critical growth periods.
- To achieve, through management of livestock and wild horses, utilization levels consistent with those recommended by the Nevada Rangeland Monitoring Handbook to allow more plants to complete growth cycles and to increase storage of reserves for future growth.
- In the long-term, improve ecological condition of 585,191 acres to good condition, and 25,990 acres to excellent condition.
- In the long-term, stop downward trends on 65,702 acres of big game habitat and manage for upward trends on 144,186 acres.
- In the short-term, improve or maintain in good or better condition, 64 miles of aquatic habitat and 768 acres of riparian habitat associated with the streams and an additional 1,067 acres of other meadows, springs, and aspen groves.

Shoshone-Eureka RMP Amendment page 29

- Make available and encourage development of mineral resources to meet national, regional, and local needs consistent with national objectives for an adequate supply of minerals.
- Assure that mineral exploration, development, and extraction are carried out in such a way as to minimize environmental and other resource damage and to provide, where legally possible, for the rehabilitation of lands.

C. Identify applicable National Environmental Policy Act (NEPA) documents and other related documents that cover the proposed action.

List by name and date all applicable NEPA documents that cover the proposed action.

Phoenix Project
NV063-EIS00-28 January 2002

Greater Phoenix Mine Project
DOI-BLM-NV-B010-2016-0009-EIS July 2018

List by name and date other documentation relevant to the proposed action (e.g. biological assessment, biological opinion, watershed assessment, allotment evaluation, and monitoring report).

Table 1. Relevant Documentation to Proposed Action

Document Name	Date
Taylor Grazing Act	1934
Federal Land Policy and Management Act	1976
Public Rangelands Improvement Act	1978
Standards and Guidelines for Nevada's Northeastern Great Basin Area	1997

D. NEPA Adequacy Criteria

- 1. Is the new proposed action a feature of, or essentially similar to, an alternative analyzed in the existing NEPA document(s)? Is the project within the same analysis area, or if the project location is different, are the geographic and resource conditions sufficiently similar to those analyzed in the existing NEPA document(s)? If there are differences, can you explain why they are not substantial?**

Yes, the current proposed action is to implement actions that were described and analyzed within the Phoenix Project EIS and the Greater Phoenix Project EIS. The proposed action would occur in the same area that was analyzed in both EISs. The EISs describe that AUMs will be suspended proportionally from each grazing permit within the copper canyon allotment for the duration of the mining operation and until reclamation standards have been met. In the context of these EISs, the intent of suspension is to remove AUMs that can no longer be utilized due to a loss of acres. There are inconsistencies between the terminology used in the EISs and the specific language used in the Code of Federal Regulations part 4100. Specifically, the EISs state that the AUMs associated with acres that will no longer be available to grazing will be temporarily suspended. However, a suspension of AUMs can only be applied due to drought, fire, or other natural causes, or to facilitate the installation, maintenance, or modification of range improvements in accordance with 43 CFR 4110.2-2(a). Whereas pursuant to 43 CFR 4110.4-2,

when there is a decrease in public land acreage available for livestock grazing within an allotment, the authorized officer may cancel or modify grazing permits as appropriate to reflect the changed area of use. In accordance with 43 CFR 4110.4-2, the AUMs that will no longer be available due to the Phoenix and Greater Phoenix project will be canceled from their respective permits.

Once mining operations have ceased and when reclamation standards have been met, the acres excluded to grazing and the associated AUMs may be reinstated to their respective permits at the discretion of the authorized officer, in accordance with 43 CFR 4110.4-1. Any reinstatement will be based on an analysis of available forage within formally excluded areas. Approximately 6 AUMs cancelled under this decision were associated with open pits and will not be eligible for consideration of reinstatement.

- 2. Is the range of alternatives analyzed in the existing NEPA document(s) appropriate with respect to the new proposed action, given current environmental concerns, interests, and resource value?**

Yes, the current environmental concerns, interests and resource values are the same as previously analyzed. The proposed action is consistent with the analyzed action within both EISs. Since the completion of DOI-BLM-NV-B010-2016-0009-EIS in 2018, there are no new environmental concerns, interests, resource values or circumstances that have been introduced that would require additional analysis to be conducted in the area.

- 3. Is the existing analysis valid in light of any new information or circumstances (such as, rangeland health standard assessments, recent endangered species listings, updated lists of BLM sensitive species)? Can you reasonably conclude that new information and new circumstances would not substantially change the analysis of the new proposed action?**

Yes, the most recent analysis in DOI-BLM-NV-B010-2016-0009-EIS covers the current condition of the area of analysis. The selected alternatives from the EISs explicitly describe AUMs being reduced from their respective permits that are associated with acres lost due to mining. There has been no new information or circumstance that would substantially change the analysis of the proposed action.

- 4. Are the direct, indirect, and cumulative effects that would result from implementation of the new proposed action similar (both quantitatively and qualitatively) to those analyzed in the existing NEPA document?**

Yes, the direct, indirect, and cumulative effects for the current proposed action are identical to those identified in DOI-BLM-NV-B010-2016-0009-EIS, which include the effects analyzed in NV063-EIS00-28 January 2002. The EISs sufficiently analyzed all affected resources related to implementing this proposed action.

- 5. Are there public involvement and interagency reviews associated with existing NEPA document(s) adequate for the current proposed action?**

Yes, the public involvement and interagency review associated with NV063-EIS00-28 and DOI-BLM-NV-B010-2016-0009-EIS are adequate for the proposed action.

E. Persons/Agencies/BLM Staff Consulted

Table 2. List of Preparers

Name/Title	Resource	Signature
Sam Ault, Rangeland Management Specialist	Range, Vegetation, Soils, Hydrology, and Riparian	<i>Sam Ault 9/19/22</i>
Sarah Nodskov, Wildlife Biologist	Wildlife, Threatened and Endangered Species	<i>Sarah Nodskov 9/19/22</i>
Rachelle Peppers, Assistant Field Manager	Renewable Resources	<i>Rachelle Peppers 9/12/22</i>

Note: Refer to the EA/EIS for a complete list of the team members participating in the preparation of the original environmental analysis or planning documents.

Conclusion

Based on the review documented above, I conclude that this proposal conforms to the applicable land use plan and that the NEPA documentation fully covers the proposed action and constitutes BLM's compliance with the requirement of NEPA.

Sam Ault

Signature of Project Lead – Sam Ault

Scott Distel

Signature of NEPA Coordinator – Scott Distel

Jon D. Sherve

Signature of Responsible Official – Jon D. Sherve

9/14/2022

Date

Note: The signed Conclusion on this Worksheet is part of an interim step in the BLM's internal decision process and does not constitute an appealable decision. However, the lease, permit, or other authorization based on this DNA is subject to protest or appeal under 43 CFR Part 4 and the program-specific regulations.

Copper Cayon Interested Public List

Organization	Name	Address
	Glenn Alexander	277 North Highland Dr. Winnemucca, NV 89445
American Farm Mortgage Company	Lynn Ashby	8901 Greenway Commons Pl, Suite 200 Louisville, KY 40220
Badger/Chiara Ranches	Dan and Eddyann Filippini	HC-61, Box 65 Battle Mountain, NV 89820
Barrick Cortez Inc. Ranches	Doug Groves	HC-66, Box 1250 Crescent Valley, NV 89821
Center for Biological Diversity	Patrick Donnelly	PO Box 127 Shoshone, CA 92384
Churchill County Commissioners		155 N Taylor St., #110 Fallon, NV 89406
Esmeralda County Commissioners	Nancy Boland	P.O. BOX 517 Goldfield, NV 89013
Eureka County DNR		P.O. Box 682 Eureka, NV 89316
Baumann Family Trust	Jim Baumann	P.O. Box 308 Eureka, NV 89316
Gandolfo Ranch	William Gandolfo	HC 61, Box 6165 Austin, NV 89310
Lander Co Commissioners		50 State Route 305 Battle Mountain, NV 89820
Lander County Planning	Kyla Bright	50 State Route 305 Battle Mountain, NV 89820
N-6 Grazing Board	Marty Echevarria	PO Box 37 Paradise Valley, NV 89426
Nevada Cattleman's Association	Kaley Sproul	P.O. Box 310 Elko, NV 89803
Nevada Department of Transportation	Steve Cooke	1263 S. Stewart Street Carson City, NV 89701
Nevada Department of Wildlife	Alan Jenne	1100 Valley Road Reno, NV 89512
Nevada Department of Wildlife - Ely	Moira Kolada	1218 N. Alpha St. Ely, NV 89301
Conley Land & Livestock	Ken Conley	HC 66 Box 60 Crescent Valley, NV 89801
NRAC	Leo Damele	HC 62 Box 62310 Eureka, NV 89316
NRAC	Gary McCuin	P.O. Box 611 Eureka, NV 89316
NRAC	Mike Rebaleati	P.O. Box 321 Eureka, NV 89316
NV Depart. Of Agriculture	David Voth	4780 East Idaho Street Elko, NV 89801
Town of Tonopah	James Eason	P.O. Box 151 Tonopah, NV 89049

Copper Cayon Interested Public List

U.S Fish & Wildlife Service - Reno		1340 Finacial Blvd, Suite 234 Reno, NV 89502
W. Shoshone Descendants of Big Smokey	Felix Ike	1949 Circle Way Elko, NV 89801
Wild Horse Education	Laura Leigh	216 Lemmon Dr. #316 Reno, NV 89506
Wildlands Defense	Katie Fite	P.O. Box 125 Bosie, ID 83701
	Lorinda Whitman	2411 Anderson Creek Round Mountain, NV 89045
Harry Brown Family Trust	Harry Brown	HC-61, Box 6145 Austin, NV 89310
K&N Livestock	Lance Knudsen	HC 65, Box 50 Carlin, NV 89822
Lander County Public Lands	Frank Whitman	145 N. Bailey Street Fallon, NV 89406
NDOW	Marissa Murphy	60 Youth Center Road Elko, NV 89801
NDOW	Jeremy Lutz	525 Round Mountain Drive Battle Mountain, NV 89820
Nye County Commissioner		PO BOX 153 Tonopah, NV 89049
Paris Ranch	Bert Paris	HC61 Box 140 Battle Mountain, NV 89820
Sadler Ranch	Levi Shoda	HC62, Box 62175 Eureka, NV 89316
Synergy Resource Solutions, Inc	Jack Alexander	5393 Hamm Road Bellgrade, MT 59714
White Sage Grazing Association, LLC	Jerome and Tara Masterpool	573 CR 3525 Paradise, TX 76073
Julian Tomera Ranches	Paul Tomera	P.O. Box 767 Battle Mountain, NV 89820
Julian Tomera Ranches	Pete Tomera	P.O. Box 276 Battle Mountain, NV 89820
Grass Valley Ranch	Luke Lancaster	1755 Grass Valley Rd. Austin, NV 89310
Julian Tomera Ranches	Dan Tomera	P.O. Box 644 Battle Mountain, NV 89820
Nevada Department of Wildlife		3373 Pepper Ln. Las Vegas, NV 89120
Nevada Department of Wildlife	Teri Slatauski	P.O. Box 1032 Tonopah, NV 89049
Smith's Lodge	Gerald Smith	340 Beuna Vista Drive Battle Mountain, NV 89820
Ellison Ranching Company	Ira Wines	PO Box 2150 Elko, NV 89803

Copper Cayon Interested Public List

Filippini Ranching Co	Shawn Mariluch	HC 61, Box 75 Battle Mountain, NV 89820
Western Watersheds Project	Scott Lake	P.O. Box 2863 Boise, ID 83701
RCI Inc.	John McClain	340 N. Minnesota St Carson City, NV 89703
Great Basin Resource Watch	John Hadder	P.O. Box 207 Reno, NV 89504
Nevada State Clearinghouse	Scott Carey	901 S. Stewart Street, Suite 5003 Carson City, NV 89701
	Dan Venturacci	8500 Schurz Hwy Fallon, NV 89406
	Jon Marvel	P.O. Box 1602 Hailey, ID 83333
Yellow Hills	Mike Johns	PO BOX 347 Paradise Valley, NV 89426
American Wild Horse Campaign		P.O. Box 1733 Davis, CA 95618
National Mustang Association		P.O. Box 1367 Cedar City, UT 84721
Switch	Christopher Conyers	7365 Lindell RD Las Vegas, NV 89139
Switch	Hugo Andraus	7365 Lindell RD Las Vegas, NV 898139
Sierra Pacific Power Co.	Matt Gingerich	P.O. Box 10100 Reno, NV 89520
	Maureen Daane	4441 Creekside Circle Reno, NV 89502
	Kerry O'Brien	12500 Road 33.75 Mancos, CO 81328
Austin Area Chamber of Commerce		122 Main St. Austin, NV 89310
Nevada Gold Mines	Joel Donalson	1655 Mountain City Hwy Elko, NV 89801
Nevada Gold Mines	Chris Jasmine	1655 Mountain City Hwy Elko, NV 89801
	Teresa Plank	442 Lipparelli Lane #3 Spring Creek, NV 89815
Oregon Wild Horse Organization	Theresa Barbour	PO Box 115 Drain, OR 97435
	Pam Harrington	HC66 Box 34 Crescent Valley, NV 89821
Western Watersheds Project	Paul Ruprecht	PO Box 941 Lebanon, OR 97355

MONTHLY REPORTS TO LANDER COUNTY COMMISSIONERS

MARCH 2024

- 1) LANDER COUNTY CLERK – MONIES COLLECTED FOR THE MONTH OF MARCH 2024**
- 2) AUSTIN JUSTICE OF THE PEACE – MONIES COLLECTED FOR THE MONTH OF MARCH 2024**
- 3) ARGENTA JUSTICE COURT – FINES/FORFEITS FOR THE MONTH OF MARCH 2024**
- 4) LANDER COUNTY RECORDER – TOTAL AMOUNT REMITTED TO TREASURER FOR THE MONTH OF MARCH 2024**
- 5) LANDER COUNTY TREASURER – TECHNOLOGY FEES FOR THE MONTH OF MARCH 2024**

Lander County Clerk's Office
Monies Collected for the Month of:
March 2024

<u>ACCOUNT</u>	<u>AMOUNT</u>
TOTAL STATE FEES	\$ 20.00
TOTAL COUNTY FEES	\$ 1,095.00
TOTAL DOMESTIC VIOLENCE FEES	\$ 250.00
TOTAL MONIES COLLECTED FOR THE MONTH OF MARCH 2024	\$1,365.00



Lander County Clerk

**Clerk's Report to Auditor
of Costs and Fees Collected**

Approved by State Board of Accounts for LANDER COUNTY County - 2024

To Auditor of LANDER COUNTY County, NEVADA
Collecting for Period: 02/29/2024 thru 03/29/2024

Account	Prior Collections	Collections This Period	Year To Date Collections
6I AA FEE - GENETIC MARKER ANALYSIS	987.00	63.00	1,050.00
6I AA FEE - JUSTICE #085-32003	2,324.00	166.00	2,490.00
6I AA FEE - JUVENILE #286-32006	664.00	46.00	710.00
6I AA FEE - STATE (A #090-32005	9,634.00	0.00	9,634.00
6I AA FEE - STATE (G #090-000-32013	4,623.00	1,128.00	5,751.00
6I BAIL FORFEITURES #001-35030	29,130.00	1,405.00	30,535.00
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 #001-000-32350	562.50	112.50	675.00
6I CIVIL FEES - COUR #001-000-32350	187.50	37.50	225.00
6I CIVIL INFRACTION #001-35030	250.00	1,375.00	1,625.00
6I COUNTY FINE #001-35030	0.00	0.00	0.00
6I COUNTY FINES/FORF #001-35030	762.00	0.00	762.00
6I DEPARTMENT OF WIL #001-35030	150.00	0.00	150.00
6I DEPARTMENT OF WIL #090-35010	440.00	0.00	440.00
6I DOMESTIC VIOLENCE FEE	0.00	0.00	0.00
6I DUI SPECIALTY COURT FEE (AOC)	0.00	0.00	0.00
6I EPAYMENT CONVENIENCE FEE	1,696.59	146.58	1,843.17
6I FACILITY ASSESME #285-34201	3,270.00	210.00	3,480.00
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	157.00	0.00	157.00
6I FINE -LANDER COUN #090-35030	0.00	0.00	0.00
6I LC98-3 OTHER #01-32009	130.00	30.00	160.00
6I MISCELLANEOUS FEE #001-000-38080	0.00	0.00	0.00
6I NON SUFFICIENT FUNDS	0.00	0.00	0.00
6I NRS 4.065 (SB#62) #090-32015	13.00	3.00	16.00
6I OVERPAYMENTS TO THE COUNTY	5.00	0.00	5.00
6I SPECIALTY COURT F #090-32207	2,303.00	147.00	2,450.00
6I STATE PERMANENT S #001-000-35095	0.00	0.00	0.00
6I SUBSTANCE ABUSE F #089-32016	0.00	0.00	0.00
MARRIAGE FEE / STATE #090-32051	15.00	0.00	15.00
Totals:	57,303.59	4,869.58	62,173.17

State of NEVADA LANDER COUNTY 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.

Emily A. Mills
CLERK OF THE AUSTIN JUSTICE COURT COURT

FILED
2024 APR -2 12:05
-Auditor's Office
CLERK OF THE COUNTY CLERK

Account Activity Summary

Court: Austin Justice Court

From: 03/01/2024 00:00:00 To: 03/29/2024 23:59:00

Payment For: Court Costs, Bond

Include Accounts with \$0: No

Account Type: Disbursement, Holding

Accounts: AA Fee - Justice, AA Fee - Juvenile, AA Fee - State, AA Fee - State, Blackjack Fee, Civil Fees - Court Account, Civil Fees - Court Account, Civil Fees, Civil Fees, Civil Penalties County, Collection Fee, Community Service Fee, Court Facility Fee, Genetic Marker Analysis, Late Fee, NSF Fee, Overpayment, Overpayment Holding, Payment Plan Fee, Specialty Court Fee, Stop Payment Fee

Court Fee	Account Number	Amount
AA Fee - Justice	085-32003	\$49.00
AA Fee - Juvenile	286-32006	\$14.00
AA Fee - State (General)	090-000-32013	\$282.00
Civil Penalties County	001-35030	\$875.00
Court Facility Fee	285-34201	\$70.00
Genetic Marker Analysis	088-000-32027	\$21.00
Specialty Court Fee	090-32207	\$49.00
		\$1,360.00

FILED
2024 APR -2 12:05
CLERK

THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARNED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

001252

94-7074/8212

DATE 03/29/2024

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

\$ 4723.00

PAY TO THE ORDER OF Lander County Treasurer

Four thousand seven hundred twenty three dollars 00/100 DOLLARS

VOID AFTER 90 DAYS

MEMO ON End of Month March 2024
Emily Adille

⑈001252⑈ ⑆321270742⑆ 0404029175⑈



RED THERMO SECURED THERMO SUPERIOR PRESS • 888-690-7999

THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARNED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

001253

94-7074/8212

DATE 03/29/2024

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

\$ 1360.00

PAY TO THE ORDER OF Lander County Treasurer

One thousand three hundred sixty dollars 00/100 DOLLARS

VOID AFTER 90 DAYS

MEMO CMS End of Month March 2024

⑈001253⑈ ⑆321270742⑆ 0404029175⑈



RED THERMO SECURED THERMO SUPERIOR PRESS • 888-690-7999

FILED
2024 APR -2 12:05
AUSTIN, NV

From 02/29/2024 09:53:11.80
 To 03/29/2024 09:23:30.33

2024 MAR 29 14:11:59

Disbursed Total

18,118.00

FINES & FEES MONTH OF MARCH, 2024

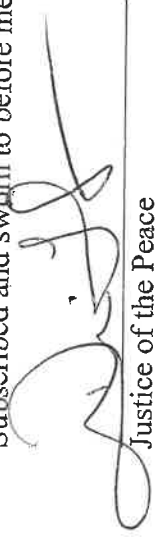
Account	Payee Name	Check Number	Check Status	Check Code	Disbursed Amount	Number of Cases
6H AA FEE - JUSTICE	LANDER COUNTY TREASURER	N/A	N/A		658.00	90
6H AA FEE - JUVENILE	LANDER COUNTY TREASURER	N/A	N/A		188.00	90
6H AA FEE - STATE (GENERAL)	LANDER COUNTY TREASURER	N/A	N/A		4,359.00	90
6H AA FEE - GENETIC MARKER ANALYSIS	LANDER COUNTY TREASURER	N/A	N/A		282.00	90
6H CIVIL FEES	LANDER COUNTY TREASURER	N/A	N/A		393.75	9
6H CIVIL FEES - COURT ACCOUNT	LANDER COUNTY TREASURER	N/A	N/A		219.76	9
6H COPY FEES	LANDER COUNTY TREASURER	N/A	N/A		7.49	0
6H CIVIL INFRACTION PENALTIES	LANDER COUNTY TREASURER	N/A	N/A		5,525.00	79
6H FACSIMILE FEES	LANDER COUNTY TREASURER	N/A	N/A		258.00	0
6H FINE - STATE OF NEVADA	LANDER COUNTY TREASURER	N/A	N/A		1,750.00	3
6H COUNTY FINES/FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A		500.00	1
6H FACILITY ASSESSMENT FEE	LANDER COUNTY TREASURER	N/A	N/A		940.00	90
6H LC98-3 OTHER	LANDER COUNTY TREASURER	N/A	N/A		90.00	8
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		120.00	2
6H NRS 4.065 (SB#62)	LANDER COUNTY TREASURER	N/A	N/A		9.00	8
6H SPECIALTY COURT FEE (MISD)	LANDER COUNTY TREASURER	N/A	N/A		658.00	90
6H STATE FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A		2,155.00	7

*** End of Report ***

STATE OF NEVADA
 COUNTY OF LANDER

DENISE FORTUNE, 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 29th day of March, 2024.



Justice of the Peace

Approved by State Board of Accounts for LANDER County - 2024

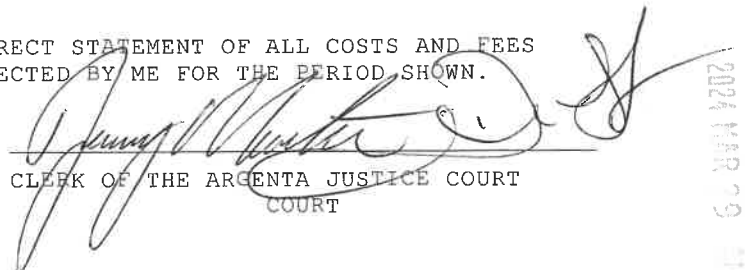
To Auditor of LANDER County, NEVADA
Collecting for Period: 02/29/2024 thru 03/29/2024

Account	Prior Collections	Collections This Period	Year To Date Collections
6H AA FEE - GENETIC #088-32026	675.00	282.00	957.00
6H AA FEE - JUSTICE #085-32004	1,610.00	658.00	2,268.00
6H AA FEE - JUVENILE #286-32006	460.00	188.00	648.00
6H AA FEE - STATE (A #090-32005	1,281.00	0.00	1,281.00
6H AA FEE - STATE (G #090-000-32013	12,159.00	4,359.00	16,518.00
6H APPEAL FEE	0.00	0.00	0.00
6H ATTORNEY FEE REIM #001-36090	0.00	0.00	0.00
6H ATTORNEY GENERAL #INTERNAL	0.00	0.00	0.00
6H BAIL/BOND PROCESS #001-35030	356.25	0.00	356.25
6H BOND FILING FEE V #09000035030	475.00	0.00	475.00
6H CIVIL FEES #001-000-32350	4,485.50	393.75	4,879.25
6H CIVIL FEES - COUR	3,184.25	219.76	3,404.01
#101-0000-341.65-01			
6H CIVIL INFRACTION #001-35030	8,170.00	5,525.00	13,695.00
6H COLLECTION FEES #001-35030	0.00	0.00	0.00
6H COPY FEES #001-32330	0.00	7.49	7.49
6H COUNTY FINES/FORF #001-35030	7,520.00	500.00	8,020.00
6H DEPARTMENT OF WIL #001-35030	590.00	0.00	590.00
6H DEPARTMENT OF WIL #090-35010	100.00	0.00	100.00
6H DOMESTIC VIOLENCE #024-35015	70.00	0.00	70.00
6H DUI SPECIALTY COU #090-000-32325	0.00	0.00	0.00
6H FACILITY ASSESME #285-34202	2,270.00	940.00	3,210.00
6H FACSIMILE FEES #001-34055	4,713.00	258.00	4,971.00
6H FELONY/GROSS MISD FORF -	0.00	0.00	0.00
SPECIALTY CO			
6H FELONY/GROSS MISD FORF - VICTIMS	0.00	0.00	0.00
OF C			
6H FINE - STATE OF N #090-35030	8,235.00	1,750.00	9,985.00
6H LC98-3 OTHER #01-32009	750.00	90.00	840.00
6H MARRIAGE FEE - ST #090-32051	45.00	5.00	50.00
6H NRS 4.065 (SB#62) #090-32015	75.00	9.00	84.00
6H PAYMENT FEES #001-35030	0.00	0.00	0.00
6H RECORD SEARCH #001-32330	0.00	0.00	0.00
6H SERVICE/POSTAGE #001-024-53676	0.00	0.00	0.00
6H SMALL CLAIMS FEE #001-32350	0.00	0.00	0.00
6H SPECIALTY COURT F #090-32207	1,589.00	658.00	2,247.00
6H STATE FORFEITURES #001-35030	15,263.00	2,155.00	17,418.00
6H STATE PERMANENT S #001-000-35095	150.00	0.00	150.00
6H SUBSTANCE ABUSE F #089-32016	240.00	120.00	360.00
6H TRANSCRIPT FEES #001-026-53950	0.00	0.00	0.00
OVERPAYMENTS TO COUN #001-000-38080	30.00	0.00	30.00
Totals:	74,496.00	18,118.00	92,614.00

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 ARGENTA JUSTICE COURT
COURT



2024 MAR 29 11:59

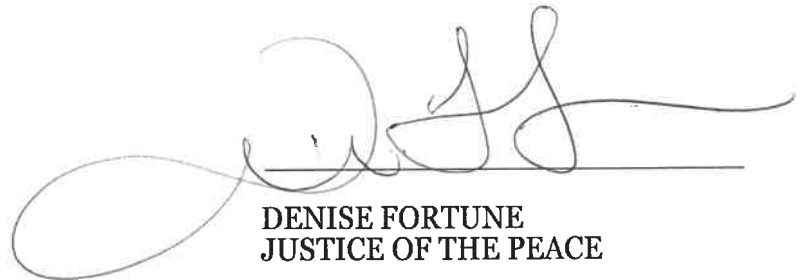
ARGENTA JUSTICE COURT
MONTHLY FINANCIAL STATEMENT

2024 MAR 29 11:09:20

I, Denise Fortune, JUSTICE OF THE PEACE OF ARGENTA TOWNSHIP, LANDER COUNTY, STATE OF 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 MARCH, 2024.

LARSON \$70.00

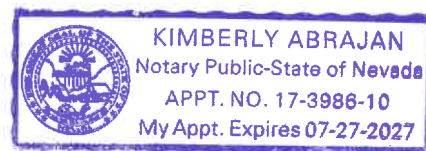
TOTAL \$ 70.00



DENISE FORTUNE
JUSTICE OF THE PEACE

State of Nevada
County of Lander

SUBSCRIBED AND SWORN TO BEFORE ME THIS 29TH DAY OF MARCH, 2024



Lander County Recorder

Alexis V. Reiva
50 State Route 305
Battle Mountain, NV 89820

MONTHLY REPORT

The following fees were collected for the period of March 1, 2024 thru March 31, 2024.

<u>ACCOUNT</u>	<u>AMOUNT</u>
RECORDINGS	\$2,040.00
OUTSTANDING RCD	
OVERPYMT KEPT	
OVERPYMT VOUCHER	
AB 6 NOD FORECLOSURE MEDIATION FUND	
AB 6 NOD BUDGET SHORTFALL	
AB 259 NOD INDIGENT	
REAL PROPERTY TRANSFER TAX (General)	\$2,160.40
REAL PROPERTY TRANSFER TAX (State .10)	\$392.80
REAL PROPERTY TRANSFER TAX (State 1.30)	\$5,106.40
COPY WORK	\$415.00
SB 14 DOMESTIC VIOLENCE FUND	\$20.00
TECHNOLOGY FEE	\$355.00
FUND TO ASSIST (Previous Foster Care)	\$71.00
LEGAL SERVICES FOR INDIGENT	\$355.00
COMPENSATION OF INVESTIGATORS APPOINTED BY DISTRICT COURT	\$71.00
DEPARTMENT OF MINERALS (State)	\$40.00
MAPS	<u>\$15.00</u>
TOTAL AMOUNT REMITTED TO TREASURER:	\$11,041.60



 Alexis V. Reiva, Lander County Recorder

4/1/2024
Date:

FILED
 APR 1 2024
 LANDER COUNTY CLERK
 BATTLE MOUNTAIN, NV
 2024 APR -1 10:09
 FILED

Lander County, NV

Date Range: 03/01/2024 - 03/31/2024

Detail Report

Account Detail

Account	Name	Beginning Balance	Total Activity	Ending Balance				
Fund: 300 - TECHNOLOGY FEES FUND	CASH	2,334,912.26	-6,646.21	2,328,266.05				
300-000-10100								
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
03/14/2024	APPKT01504	222957		ANDANTECH, LLC SEC REI PMT	210846 - ANDANTECH, LLC		-787.50	2,334,124.76
03/14/2024	APPKT01504	222992		GOVERNMENT SOFTWARE ASSURANCE	210685 - GOVERNMENT SOFTWARE ASSUR		-13,593.75	2,320,531.01
03/14/2024	APPKT01504	223003		I400 TECHNOLOGY INC SEC REI PMT	211211 - I400 TECHNOLOGY INC		-2,000.00	2,318,531.01
03/14/2024	APPKT01504	223068		THE SIDWELL COMPANY SEC REI PMT	208911 - THE SIDWELL COMPANY		-292.50	2,318,238.51
03/14/2024	APPKT01504	223068		THE SIDWELL COMPANY SEC REI PMT	208911 - THE SIDWELL COMPANY		-800.00	2,317,438.51
03/14/2024	APPKT01504	4353		DELL MARKETING L.P. SEC REI PMT	002074 - DELL MARKETING L.P.		-825.85	2,316,612.66
03/14/2024	CLPKT03427	03/13-03/14 KP		B00003425 CLPKT03427			120.00	2,316,732.66
03/18/2024	GLPKT07480	JN03387		LGP FEB 2024 INTEREST			9,828.58	2,326,561.24
03/19/2024	CLPKT03435	03/19/24 KP		B00003432 CLPKT03435			65.00	2,326,626.24
03/20/2024	CLPKT03436	03/20/24 KP		B00003433 CLPKT03436			35.00	2,326,661.24
03/28/2024	CLPKT03457	03/27-28/2024 AD		B00003452 CLPKT03457			140.00	2,326,801.24
03/29/2024	CLPKT03463	3/28-29/2024 AD		B00003458 CLPKT03463			35.00	2,326,836.24
03/31/2024	CLPKT03470	03/31/2024 KP		B00003455 CLPKT03470			1,369.81	2,328,206.05
03/31/2024	CLPKT03480	03/31/2024 AD		B00003462 CLPKT03480			60.00	2,328,266.05
300-000-20110		ACCOUNTS PAYABLE						
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
03/14/2024	APPKT01504	104726598741	4353	CUST# 51965268 DELL LATITUDE 5540 B	002074 - DELL MARKETING L.P.		-825.85	-825.85
03/14/2024	APPKT01504	1856	223003	DATA CUTS-AUG-DEC SEC PBL	211811 - I400 TECHNOLOGY INC		-2,000.00	-2,825.85
03/14/2024	APPKT01504	2024-54	222957	TECHNICAL SUPPORT PER RECAP SEC P	210846 - ANDANTECH, LLC		-787.50	-3,613.35
03/14/2024	APPKT01504	222957		ANDANTECH, LLC SEC PMT	210846 - ANDANTECH, LLC		787.50	-2,825.85
03/14/2024	APPKT01504	222992		GOVERNMENT SOFTWARE ASSURANCE	210685 - GOVERNMENT SOFTWARE ASSUR		13,593.75	10,767.90
03/14/2024	APPKT01504	223003		I400 TECHNOLOGY INC SEC PMT	211211 - I400 TECHNOLOGY INC		2,000.00	12,767.90
03/14/2024	APPKT01504	223068		THE SIDWELL COMPANY SEC PMT	208911 - THE SIDWELL COMPANY		292.50	13,060.40
03/14/2024	APPKT01504	30-124	222992	THE SIDWELL COMPANY SEC PMT	208911 - THE SIDWELL COMPANY		800.00	13,860.40
03/14/2024	APPKT01504	4353		CAMA COLLECTIONS MAINTENANCE FE	210685 - GOVERNMENT SOFTWARE ASSUR		-13,593.75	266.65
03/14/2024	APPKT01504	SIDCT0002750	223068	DELL MARKETING L.P. SEC PMT	002074 - DELL MARKETING L.P.		825.85	1,092.50
03/14/2024	APPKT01504	SIDCT0002750	223068	CUST IDHLAN2918100 ONLINE SUPPOR	208911 - THE SIDWELL COMPANY		-800.00	292.50
03/14/2024	APPKT01504	SIDCT0002751	223068	CUST IDHLAN2918100 MAPPING SERVIC	208911 - THE SIDWELL COMPANY		292.50	0.00

2024 APR - 9 11:23:36
FILED

Detail Report

Date Range: 03/01/2024 - 03/31/2024

Account	Name	Beginning Balance	Total Activity	Ending Balance
300-000-32221 RECORDER TECH FEES				
Post Date	Packet Number	Source Transaction	Pmt Number	Description
03/14/2024	CLPKT03427	R00077779		Recorder- L Reiva Recorder- L Reiva
03/20/2024	CLPKT03436	R00078069		Recorder L Reiva Recorder L Reiva
03/28/2024	CLPKT03457	R00078323		RECORDER - L REIVA RECORDER - L RE
03/31/2024	CLPKT03480	R00078563		RECORDER - L REIVA RECORDER - L RE
300-000-32223 ASSESSOR TECH FEES				
Post Date	Packet Number	Source Transaction	Pmt Number	Description
03/31/2024	CLPKT03470	R00078405		Treasurer J. Johnson 2021/2022 Treasur
03/31/2024	CLPKT03470	R00078409		Treasurer J. Johnson 2022/2023 Treasur
03/31/2024	CLPKT03470	R00078410		Treasurer- J Johnson 2023/2024 Treasur
03/31/2024	CLPKT03470	R00078418		Miscellaneous Receipt 2022/2023 Treasu
03/31/2024	CLPKT03470	R00078420		Treasurer - J. Johnson 2023/2024 Treasu
03/31/2024	CLPKT03470	R00078618		Treasurer J. Johnson 2021/2022 Treasur
300-000-32226 CLERK TECH FEES				
Post Date	Packet Number	Source Transaction	Pmt Number	Description
03/19/2024	CLPKT03435	R00078045		Clerk M. Gonzalez CLERK TECH FEES Cle
03/29/2024	CLPKT03463	R00078441		CLERK - M. GONZALEZ CLERK - M. GON
300-000-38007 INTEREST-RECORDER				
Post Date	Packet Number	Source Transaction	Pmt Number	Description
03/18/2024	GLPKT07480	JN03387		LGIP FEB 2024 INTEREST
300-000-38009 INTEREST-ASSESSOR				
Post Date	Packet Number	Source Transaction	Pmt Number	Description
03/18/2024	GLPKT07480	JN03387		LGIP FEB 2024 INTEREST
300-000-38013 INTEREST-DISTRICT COURT				
Post Date	Packet Number	Source Transaction	Pmt Number	Description
03/18/2024	GLPKT07480	JN03387		LGIP FEB 2024 INTEREST
300-068-53920 SERVICE AND SUPPLIES				
Post Date	Packet Number	Source Transaction	Pmt Number	Description
03/14/2024	APPKT01504	1856	223003	DATA CUTS-AUG-DEC
03/14/2024	APPKT01504	2024-54	222957	TECHNICAL SUPPORT PER RECAP
03/14/2024	APPKT01504	SIDCT0002750	223068	CUST ID#LAN2918100 ONLINE SUPPOR
03/14/2024	APPKT01504	SIDCT0002751	223068	CUST ID#LAN2918100 MAPPING SERVIC
300-068-53901 MINOR EQUIP/FURNITURE				
Post Date	Packet Number	Source Transaction	Pmt Number	Description
03/14/2024	APPKT01504	104726598741	4353	CUST# 51965268 DELL LATITUDE 5540 B

Project Account	Amount	Running Balance
-13,320.00	-355.00	-13,675.00
-120.00	-120.00	-13,440.00
-35.00	-35.00	-13,475.00
-140.00	-140.00	-13,615.00
-60.00	-60.00	-13,675.00
-175,189.81	-1,369.81	-176,559.62
-1.05	-1.05	-175,190.86
-2.02	-2.02	-175,192.88
-1,309.15	-1,309.15	-176,502.03
-1.81	-1.81	-176,503.84
-54.50	-54.50	-176,558.34
-1.28	-1.28	-176,559.62
-530.00	-100.00	-630.00
-65.00	-65.00	-695.00
-35.00	-35.00	-630.00
-4,023.08	-560.62	-4,583.70
-70,455.88	-560.62	-4,583.70
-9,257.21	-9,257.21	-79,713.09
-73.97	-10.75	-84.72
-10.75	-10.75	-84.72
20,512.50	3,880.00	24,392.50
2,000.00	2,000.00	22,512.50
787.50	787.50	23,300.00
800.00	800.00	24,100.00
292.50	292.50	24,392.50
47,755.61	825.85	48,581.46
825.85	825.85	48,581.46

Detail Report

Date Range: 03/01/2024 - 03/31/2024

Account	Name	Beginning Balance	Total Activity	Ending Balance
300-088-54010	NEW FIXED ASSETS	309,922.40	13,593.75	323,516.15
03/14/2024	Packet Number APPKT01504		Amount	Running Balance
	Source Transaction 30-124		13,593.75	323,516.15
	Print Number 222992			
	Description CAMA COLLECTIONS MAINTENANCE FE			
	Vendor 210685 - GOVERNMENT SOFTWARE ASSUR			

Total Fund: 300 - TECHNOLOGY FEES FUND: Beginning Balance: 2,449,510.03 Total Activity: 0.00 Ending Balance: 2,449,510.03

Grand Totals: Beginning Balance: 2,449,510.03 Total Activity: 0.00 Ending Balance: 2,449,510.03

2024 APR -9 3:24:36
FILED

Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance
300 - TECHNOLOGY FEES FUND	2,449,510.03	0.00	2,449,510.03
Grand Total:	2,449,510.03	0.00	2,449,510.03

FILED
 2024 APR -9 11 24 36
 -MAY 11 2024

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

November 29, 2018

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

Also Via Teleconference At

AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA

9:00 A.M

Call to Order
Pledge of Allegiance
A Moment of Silence

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

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

Commissioners Reports on meetings, conferences and seminars attended

Staff Reports on meetings, conferences and seminars attended

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

CONSENT AGENDA

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

- *(1) Approval of November 29, 2018 Agenda Notice
- *(2) Approval of October 25, 2018 Meeting Minutes
- *(3) Approval of November 8, 2018 Meeting Minutes
- *(4) Approval of the Payment of Bills
- *(5) Approval of Payroll Change Requests

COMMISSIONERS

- * (1) Discussion and possible action regarding a letter of support for Barrick's Deep South Expansion Project, and all other matters properly related thereto.

Public Comment

- * (2) Discussion and possible action to establish a list of events at the Battle Mountain Civic Center whose fees shall be waived because said event will provide a direct benefit to the community (ie: Chukkar Tournament, Crab Feed, etc.), cleaning deposit not to be waived, and all other matters properly related thereto.

Public Comment

- * (3) Discussion and possible action to approve/disapprove the use of the Austin Rodeo Grounds for the 2019 MVPA Transcontinental Motor Convoy for overnight use September 8-9, 2019, and all other matters properly related thereto.

Public Comment

PLANNING

- * (4) Discussion and possible action regarding a special use permit application for Rural Remedies dba Doc's Apothecary to operate a medical/recreational marijuana cultivation and production facility on APN 005-500-05, zoned industrial, located on Marshall Canyon Road in Austin, Nevada, and all other matters properly related thereto.

Public Comment

- * (5) Discussion and possible action to approve/disapprove the ordinance 2018-06 amending Section 17.08.020(B) of the Lander County Code to include an effective date for the application to existing uses regarding the provision of parking spaces, and all other matters properly related thereto.

Public Comment

AIRPORT

- * (6) Update presented by JUB Engineering, Inc. regarding the Austin Airport Master Plan, and all other matters properly related thereto.

Public Comment

COMMISSIONERS

- *(7) Discussion and possible action regarding request of the District Attorney to declare a critical labor shortage pursuant to NRS 286.523 for the position of Chief Deputy District Attorney, and all other matters properly related thereto.

Public Comment

- *(8) Discussion and possible action regarding recommendations for the Lander County Volunteer Fire Departments given by the County Manager following an investigation of the Sheep Creek Fire, and all other matters properly related thereto.

Public Comment

- *(9) Discussion and possible action requesting the Lander County Board of Commissioners to modify Lander County Code 8.45.030 and 8.46.030 to allow for a medical/recreational marijuana dispensary establishment in Lander County, and all other matters properly related thereto.

Public Comment

- *(10) Discussion and possible action to cancel the special meeting date of January 2, 2019, to select a date and time of a special meeting preferably on January 7, 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 to cancel the regular commission meeting of January 10, 2019, and all other matters properly related thereto.

Public Comment

FINANCE

- *(11) Discussion and possible action to approve/disapprove Resolution 2018-15 establishing a petty cash account for the Lander County Health Nurse in an amount not to exceed \$100.00, and all other matters properly related thereto.

Public Comment

***CORRESPONDENCE**

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

Public Comment

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

ADJOURN

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

NOTE: TIMES ARE APPROXIMATE

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

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the County 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 21st day of November, 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 21st day of November, 2018.

Witness Pilla Fuller

Name of Agenda: Lander County Board of Commissioners

Date of Meeting: November 29, 2018

1 COMMISSIONER CLARK: Thank you, Ron.

2 BART NEGRO: Thank you.

3 CHAIRMAN MILLS: Appreciate it.

4
5 **9) Discussion and possible action requesting the Lander County**
6 **Board of Commissioners to modify Lander County Code 8.45.030**
7 **and 8.46.030 to allow for a medical/recreational marijuana**
8 **dispensary establishment in Lander County, and all other**
9 **matters properly related thereto.**

10
11 CHAIRMAN MILLS: Okay. Item 9.

12 Discussion and possible action requesting Lander County
13 Board of Commission to modify Lander County Code 8.45.030 and
14 8.46.030 to allow for a medical/recreational marijuana
15 dispensary establishment in Lander County, and all other matters
16 properly related thereto.

17 JOSEPH RAMOS: Good morning. I'm going to need just a
18 minute to set this up if you don't mind.

19 COMMISSIONER BAKKER: Okay. Do you want to take a break
20 for a minute or --

21 CHAIRMAN MILLS: How much time do you need?

22 JOSEPH RAMOS: Well, it depend on how agreeable that is.
23 Maybe -- could be anywhere from a minute to three or --

24 COMMISSIONER CLARK: Yeah.

25 JOSEPH RAMOS: -- four.

26 COMMISSIONER CLARK: Let's take a break for --

27 COUNTY CLERK SULLIVAN: Sean?

28 COMMISSIONER CLARK: -- a couple minutes.

29 COMMISSIONER BAKKER: I got to --

30 CHAIRMAN MILLS: I want to ask --

31 COMMISSIONER BAKKER: -- I got to --

32 COMMISSIONER CLARK: Yeah. It's going to be --

33 COUNTY CLERK SULLIVAN: Once he gets it (indiscernible) --

34 COMMISSIONER CLARK: It could be --

35 COUNTY CLERK SULLIVAN: -- will you turn the lights once he
36 starts flipping through the (indiscernible)?

37 CHAIRMAN MILLS: Yeah.

38 COMMISSIONER BAKKER: Yep.

39 CHAIRMAN MILLS: We're going to take a break.

40 COMMISSIONER BAKKER: Hey, Austin --

1 (Break taken between 11:10 a.m. and 11:20 a.m.)
2
3 CHAIRMAN MILLS: Okay. Call this meeting back to order.
4 I've already read the item into the record. Do I need to
5 do it again? Ted?
6 DISTRICT ATTORNEY HERRERA: If you've already --
7 CHAIRMAN MILLS: I've already --
8 DISTRICT ATTORNEY HERRERA: -- read it --
9 CHAIRMAN MILLS: -- read it in. I don't need to do it
10 again, do I?
11 DISTRICT ATTORNEY HERRERA: No. You don't need --
12 CHAIRMAN MILLS: Okay.
13 DISTRICT ATTORNEY HERRERA: -- to.
14 CHAIRMAN MILLS: All right.
15 JOSEPH RAMOS: So (indiscernible) council, I -- Joe Ramos,
16 for the record.
17 I have put in -- a little slide show together here briefly
18 because I anticipate this is a topic we'll have a lot of
19 questions, a lot of controversy, based on the last meetings.
20 But I'm hoping by the end of this that any controversy that
21 exists or any -- any nay votes would be based on fact rather
22 than personal beliefs.
23 And that's what I'm shooting for here.
24 So that's the meat of this.
25 So, as you know, this is for -- a request for modification
26 of the di- -- dispensary prohibition in Lander County. There's
27 the chapters. I think they've been previously read into the
28 record.
29 And in considering this today and amending the chapters of
30 the Lander County code to -- to accommodate for a potential
31 dispensary in Lander County, I went directly to the notes that I
32 had kept from p- -- from our prior meetings here.
33 And, again, some of this will be repetitive of this
34 morning's stuff, and so I'll go through that a little faster.
35 But the big concerns in Lander County were public safety.
36 There was a lot of speak about property values, locations.
37 There was a lot of questions about tax revenues. What did this
38 really mean for Lander County anyway? There were questions
39 about security, odor, fire protection, and resource use.
40 I'll tell you the bottom three on the -- on the list we can

1 get through here in about 15 seconds. And then -- that is if
2 you remove the dispensary prohibitions that -- that have been
3 prior cited, the chapters have been cited, odor is not an issue.
4 Fire protection is not an issue. And resource -- excuse me --
5 use is not an issue.

6 The reason is that with a dispensary -- excuse me -- with a
7 dispensary, it's not the grow. It's not the flowering product.
8 It's packaged, sealed product hanging on the shelves in a store.
9 And -- and so the odor issues that are very real with a grow are
10 not with a store.

11 It's somewhat like if you went to the gummy bear factory
12 there in Colorado, it smells sweet and like sugar and like gummy
13 bears outside the factory.

14 When you walk into King Soopers there -- and here I guess
15 it'd probably be Albertsons or wherever -- to buy some gummy
16 bears, you don't smell them. They're packaged up. Odor is not
17 an issue with regard to a store, a -- a dispensary.

18 Fire protection. There's no additional fire protection
19 over any other building that you have downtown right now.

20 There's not -- again, with a grow, where there was
21 discussions in our prior public meetings of high power loads, of
22 a lot of lights, so on and so forth, these are just storefronts,
23 just like a cell phone store.

24 Resource use. There was also discuss- -- discussions
25 before about what nutrients and stuff may go into the sewer
26 system.

27 You know, large power draws and how much was necessary.

28 Sew- -- the water usage. We had questions on how much
29 water plants used.

30 Again, all of that is not part of the discussion today for
31 a store.

32 What is part of the discussion is public safety. I think
33 that's number one. And the other issues as well up there, which
34 I'd like to address.

35 On the public safety issue, the thing that I -- I think
36 that the commission should consider as well as all the residents
37 of Lander County, the police officers, and that is, is that, you
38 know, learn from -- from the people that have gone before us,
39 say, here in Nevada.

40 And -- and the people who have gone before us are many

1 other states, not just Colorado. And what they found in all
2 these other states is, is that if you just have stores but you
3 -- but you don't -- but you don't protect the ability of people
4 from around those stores to grow, the stores don't do you any
5 good. And the reason is, is that people continue to grow it in
6 their homes. And they continue to sell on the streets. Period.
7 That's what they do.

8 In Nevada Revised Statutes, it's stated up there above
9 "prohibit grows within 25 miles of a dispensary." This is a
10 fantastic provision that the state of Nevada put in. And it's
11 very --

12
13 (Cell phone ringing.)

14
15 JOSEPH RAMOS: -- protective of its communities to try to
16 get out illegal drugs.

17 Ninety -- they -- they've done a survey of the -- of -- of
18 Nevada. And you can pull this right off of the Nevada website
19 and the marijuana site. Ninety percent of all home grows are --
20 would be disallowed across the state of Nevada -- 90 percent --
21 if there were a dispensary located in those communities. That
22 strongly -- as you can see why. If you place a dispensary or
23 you allow a dispensary, let's just say here by the McDonald's,
24 just go 25 miles in every direction and there can't be anybody
25 growing any marijuana or they're doing it illegally.

26 That is -- is an incredible public safety issue for many
27 reasons, not only because people who grow in their houses
28 illegally. They don't file -- they don't follow fire code.
29 They don't file -- fire, you know, plans for their electric to
30 tell you they're going to be doing a grow. And -- and that's
31 where you see a lot of issues safety-wise start developing.

32 When it comes to drug sales in neighborhoods, it's very,
33 very real. And where is it coming from?

34 Well, if you look at just the state law here, if you don't
35 have a dispensary -- and this applies to Battle Mountain right
36 now. You can -- you can grow 12 plants. And I can tell you
37 that the numbers on our grows are about 2 to 2 1/2 pounds per
38 plant. Here you're allowed to have six in flower, six in veg.
39 And you -- we harvest about 4 to 5 1/2 times a year. Four if
40 you don't know what you're doing. Five and a half times a year

1 if you know what you're doing. If you do the math on that,
2 you're looking again -- and we've st- -- we've saved these
3 numbers in prior meetings. You're looking at a -- at about, you
4 know, 12 pounds because if you can do six plants, you'd have 12
5 pounds of marijuana four to five times per year.

6 So somebody with a home grow could potentially be
7 producing, legally, 60 pounds of marijuana a year. I don't know
8 anybody that smokes 60 pounds of marijuana a year.

9 So where is the rest of that marijuana going? I don't
10 think it's going, you know, ground up and mixed it with soil and
11 throwing it in a dumpster. It's going on the streets.

12 I talked with Mr. Melver here locally about giving a talk
13 to the elementary or middle school where he's at about drug --
14 about marijuana use. And I asked him if he thought it would be
15 useful. He told me that he thought 50 to 70 percent of the
16 students were using marijuana. That's pretty --

17 COMMISSIONER CLARK: What was that?

18 JOSEPH RAMOS: -- amazing.

19 COMMISSIONER CLARK: Fifty to 75 percent?

20 JOSEPH RAMOS: Fifty to 70 percent is what Melver quoted to
21 me.

22 COMMISSIONER WAITS: Uh-huh.

23 JOSEPH RAMOS: He thought were using marijuana at the
24 middle school level.

25 COMMISSIONER CLARK: At junior high level?

26 JOSEPH RAMOS: Yes. Fifty percent.

27 And I'll show you numbers in Colorado in a minute that
28 support that that are done by our public health initiative up
29 there.

30 And -- and with quotes and sites for people here, again,
31 who have questions on this.

32 So the -- and the other thing is that you -- you really put
33 law enforcement in a bind without a local dispensary because if
34 -- if I'm driving down the street here and one of the officers
35 pulls me over and I have a bunch of marijuana, I have homegrown
36 for all he knows. What's he going to do? Go get a judge to
37 file an order to allow him into my home to see if I actually
38 have plants growing?

39 I may have bought it illegally from somebody down -- down
40 the street, but he'll never know that. Your officer will never

1 know that.

2 So the -- the laws are very protective of illegal marijuana
3 possession if there's not a local dispensary. You don't get any
4 -- any -- any protective zone.

5 Now, if you have a local dispensary and he catches somebody
6 with marijuana, they better have the -- a record of the
7 dispensary of where it came from, proof of purchase. The
8 product better be labeled. There better -- it better meet all
9 the packaging guidelines, the safety guidelines, all the testing
10 guidelines that the state of Nevada has set forth.

11 So when it comes to public safety, a dispensary is very
12 protective of public safety in Lander County.

13 Now I tried to do research on Nevada. Because it's one
14 thing for me to sit here and say this, but the best way to prove
15 to everybody -- and -- and this is where if anybody gets up here
16 and talks today about this, I just ask you to ask them for some
17 facts. Where are some facts? Show me some facts and
18 literature. If you want to get up here and say something that's
19 outside of your public view, your own personal view on
20 marijuana, support it by facts.

21 I looked in Nevada so I could find you guys some facts.
22 There was an article about one year later, marijuana's impact on
23 Nevada -- on Nevada's public safety. This is the best data
24 Nevada has right now, articles being written and put on Channel
25 2 News.

26 Well, here's what they said -- and -- and it was very
27 funny. Reading this, you'll -- you'll see that it was all the
28 stuff that you all heard in all of the county meetings.

29 There was a big debate in marijuana on the public safety
30 issues like increased DUIs, illegal sales, use of among kids.
31 How often do we all hear all that? And you guys have probably
32 heard that as you've been questioned by people who have gotten
33 up.

34 And you see what -- what they found. The district attorney
35 and the Washoe County sheriff said, so far we're not seeing that
36 spike.

37 Okay?

38 This -- this is Nevada, the best data I could find here.

39 They -- they went on to say -- and this is less of an
40 offender than the -- than the county's number one vice. Alcohol

1 is still the pre- -- predominant problem.

2 They get in with there's no good statistics to share. So
3 in Nevada if you want to find statistics to disprove this,
4 you're not going to find them.

5 Now, at one of the other meetings, one of the people said
6 to me when I kept saying Colorado, Colorado, Colorado -- one of
7 the guys got up and said -- hopefully he's here today -- got up
8 and said, well, don't be talking Colorado. We don't live in
9 Colorado. We live here -- here in Lander County.

10 Well, there's the best you're going to find for -- for
11 Nevada or Lander County. I've just shown it.

12 So let me show you a state that's been in business a lot
13 longer and show you what -- what the -- what the literature's
14 showing.

15 The Colorado Department of Public Health and Environment.
16 That's where this is from. This is not from some marijuana
17 group. This is not from somebody called NORML or somebody who's
18 out there advocating for it. This is the Colorado Department of
19 Public Health and Environment.

20 They found the national average of -- of use was 20
21 percent. The Colorado average in 2017 was 19 percent.

22 Okay?

23 We've been legal there since 2009. Nineteen percent, a
24 percent less.

25 They found an overall decrease of 6 percent in marijuana
26 use amongst youths. If you go back to 2009 from 2017, a 6
27 percent decrease.

28 And found an overall decrease -- and this is where we get
29 to that statistic, Art, that you asked about when you said 50
30 percent. Well, you can see here that -- that youths trying
31 marijuana were 43 percent of the youths reported to the Col- --
32 in the Colorado Department of Public Health surveys.
33 Forty-three percent reported trying marijuana. That's down to
34 35 percent in '17.

35 Now, if you want to know -- again, you might go, Why? How
36 do you -- how do you justify these numbers? Well, it makes
37 perfect sense.

38 Before 2017 and before marijuana was legalized in Colorado,
39 do you know how many parents probably talked to their kids about
40 drugs? Not very many. Drugs in general, but not marijuana.

1 Do you know how many school programs there were? How many
2 commercials were run on television?

3 Well, I can tell you that part. None.

4 Now there are millions of dollars going into educating
5 because the -- the states have the funds. And they're putting
6 money back into education. They're educating youths on don't
7 use marijuana.

8 Just like you see on cigarettes. Don't smoke cigarettes.

9 We have those places up there -- I don't know if you have
10 them here -- where it shows people with cancer and their larynx
11 removed and all this stuff and saying, I smoked.

12 That's now what you're seeing with marijuana. So keep --
13 the youth is getting educated. And they weren't receiving it
14 before.

15 If you go to more on public safety, on arrests and
16 offenses -- now this is from the Colorado Bureau of
17 Investigation. This is a national incident-based reporting
18 system data. So this was reported to the nation by the State of
19 Colorado Bureau of Investigations. Okay. This is, again, very,
20 very unbiased numbers here.

21 There was a 46 percent decrease in marijuana arrests. If
22 you go down that list, you can see the possession arrests, the
23 sales arrests, and -- and the unspecified arrests. Those were
24 the ones they couldn't classify based on the records.

25 Again, why does that make sense?

26 It makes sense because if you have a place to go buy it,
27 you don't need to be growing it. And you don't need to be
28 buying it on the back street.

29 And I think that the public began to get educated on when
30 people are growing their marijuana and they're spraying it for
31 powdery mildew or they're spraying it for aphids and they're
32 spraying it with bug killer and then you're smoking it, that
33 might not be a good idea. Okay.

34 And in Colorado and in Nevada this is -- stuff is tested.
35 And it's tested, strictly tested. And you have to destroy
36 hundreds of thousands of dollars' worth of it if you're spraying
37 it with stuff that harms the public.

38 And there's a -- pages of lists of prohibited substances on
39 it.

40 The guy growing out of his garage does not have that same

1 prohibited list. It's a safety issue.

2 And because of that, we're seeing people that are buying
3 from stores. Police aren't having to arrest them. We're seeing
4 people that have -- have a receipt for their purchase that they
5 legally did it.

6 And -- and it just takes this whole thing of the -- of the
7 -- you know, kind of the decriminalization out of marijuana
8 that's existed for way too long.

9 So there's a decrease in street sales.

10 I think that that -- it makes perfect sense that that would
11 -- that that would also lead to a decrease in -- in overall
12 crimes, a -- a decrease in overall, you know, theft and
13 everything that happens associated with those areas where people
14 go to populate when they want to turn around and buy their --
15 their marijuana.

16 You know, if you're going into a neighborhood with a bunch
17 of money and you're showing up at some thug's house to buy your
18 drugs, naturally you're putting yourself in a zone of danger.

19 I think here's -- here's the thing that you're going to
20 have to struggle with as a committee -- and we saw this a little
21 bit with what we asked you to do in -- in Austin with -- with
22 regard to the -- the location of the grow -- you're going to see
23 a big pushback from the public, I think, a big concern on
24 distance considerations.

25 I mentioned this earlier this morning. If -- if -- if
26 people will agree that it's going to take drugs off the street
27 and it's going to take private grows away and it's going to make
28 people go to stores and be responsible, it's going to be safer
29 because it's publicly tested, that the state's going to collect
30 taxes, the county's going to collect taxes, the only pushback
31 that I think the community can really have is where do you put
32 it? And that -- that's been a concern.

33 Odor? We went through -- went through, you know, some of
34 those other factors. And we can hit those again more in a
35 minute here. But what the state of Nevada has done everywhere
36 else is they put 300 feet back from a -- from any community
37 facility.

38 And -- and here's -- here's, you know, the Nevada Revised
39 Statute citing what a community facility is. It goes all the way
40 to define what I would consider one of the more -- more touchy

1 subjects and that being those of churches and schools.

2 And you'll see 300 feet is what they have placed.

3 And that last one was -- was one jurisdiction. Here's
4 another one. Community facility, 300 feet. There's their code.

5 Happy again to -- to share this with -- with anybody who'd
6 like to see this.

7 North Las Vegas. And, again, I'm -- I'm using the places in
8 Nevada who have approved dispensaries.

9 In North Las Vegas, again, separation of community
10 facilities, 300 feet. And they even allow you to put in a
11 waiver to consider special use for another -- if you think it
12 should be different.

13 Clark County, same thing. Henderson, same thing.

14 These are -- these are repetitive.

15 So I think that location will be something that will need to
16 be considered. But that's for another -- that's for another
17 issue.

18 This first has to be removed from the current chapters in
19 order to give the law. Now the other questions -- and that --
20 this was one of the three that we had in the first slide up
21 there about "What's the financial impact?"

22 Before, there was big questions about "So what does this
23 really mean? And why should we do this?"

24 Well, I'll show you what -- what -- what it means to Nevada
25 and what it means to Lander County.

26 When you have a local dispensary, they pay local licensing
27 fees. You have local purchases. And you have -- and you have
28 inclusion in the state's tax retail collections.

29 I'm going to show you what Lander County gets now and I'm
30 going to show you what some of your neighboring counties get
31 right now.

32 What are those taxes? Well, it's 15 percent. There's a
33 state special marijuana wholesale tax that's 15 percent. There's
34 a state medical retail tax that's 10 percent.

35 Keep in mind those are additional taxes. Those are special
36 classes of taxation. There's also the additional traditional
37 state sales taxes. And then there are local taxes and fees.

38 What you guys have set locally here for Lander County is
39 you've said we want an additional 3 percent here on all of your
40 sales. And then you've also said, we want these licensing fees.

1 Keep in mind these are duplicate fees. We pay these to the
2 state and we pay these to the county.

3 So, for example, a \$30,000 cultivation license here for
4 retail and for a medical cultivation here is another 30,000 to the
5 state. So it's \$60,000 to get that joint license.

6 Okay?

7 To get the retail store license would be 20,000 here in
8 Lander County, 20,000, again, to the state. Another \$40,000.

9 Same with production. Those numbers add up.

10 You already have three cultivation facilities here. Just
11 these fees alone, the local fees, are a substantial amount of
12 money.

13 The 3 percent tax on all sales is a substantial amount of
14 money.

15 But what you're missing out on in those sales for the
16 state -- or for Lander County specifically is, is this. Here's
17 2019's fiscal year impact to date. And I know they run the fiscal
18 year July to June. So the numbers I'm going to show you for '18
19 and '19 cover that -- that -- that spectrum. You can see that in
20 the state of -- of Nevada for July -- if you want to use July of
21 '18, the first month of this fiscal year, there are \$3,808,680 in
22 just excise -- wholesale excise tax collected. That's just on
23 the -- on the cultivation.

24 If you go down then to the -- the state marijuana retail
25 excise tax, there was another 4,099,000.

26 And then if you go down to the state sales tax on just the
27 sales, there was 48,417,000. Keep in mind this is just July.

28 So you're looking here at about \$56 million in that month
29 in taxes.

30 And I'll show you how that shakes out for Lander County.

31 Here's fiscal year 2018. I just pulled the last part of
32 the chart on '18 to show you there were \$529,851,000 in
33 marijuana tax revenues.

34 This is directly from the Nevada marijuana website. And
35 you -- anybody can go there and pull these. They have them in
36 Excel spreadsheets. You can download them.

37 So this is -- now this real bad. Okay. These are real
38 numbers. And so when we start talking about, you know, how much
39 is it really going to bring? What's it really going to do?

40 Well, here -- here's -- here's the categories it puts you in.

1 Let's look at actually what it is doing for some places.
2 Here's Carson City. This is the letter straight from the
3 State of Nevada Department of Taxation. Their distribution date
4 of this check was April 2nd of 2018. You can see that they got
5 a distribution of \$88,235 in general fund money from marijuana
6 taxes alone.

7 Now that's an important number to remember because that's
8 exactly what Lander County got.

9 Now because they also in Carson City have stores, they got
10 an additional \$72,376 in local taxes. This is just taxes, not
11 licensing fees. Just taxes. So Carson City got \$160,611.

12 And you look at bigger -- bigger counties, of course. Look
13 at Clark County's. Again, this is directly -- the letter that
14 went directly to them, their distribution letter. They had
15 \$1,264,000. That's impactful.

16 If you look at Lander County -- remember the \$88,000? And
17 that 88,000 -- if you'll notice, Clark County got the same 88,000,
18 top of the line. You'll notice Carson City got the same 88,000,
19 but they got extra. And they got extra.

20 Lander County just got 88,000.

21 What are the local -- other local counties around you
22 getting?

23 If you look at Humboldt, 88,000. They also don't have any
24 stores or dispensaries.

25 If you look at Pershing, 88,000. Same -- same thing.

26 So you either fall into the -- into the \$88,000 fund or you
27 fall into those who actually get revenue on other sales as well.

28 What could that mean?

29 So I tried to find a county where it might be more
30 applicable. Obviously Lander County's not applicable to Clark
31 County.

32 And Nye County? You know, again, there's not a lot of
33 counties. So I can only find what I can find. If you look at
34 Nye County alone, they had \$142,190 in tax revenue. They have
35 their three little areas there they allowed stores and what they
36 brought them in.

37 So it can be impact. It can be -- here's impactful to the
38 tune of an additional 54,000. But it can impactful to the
39 county.

40 What will it be here? I don't know. I don't know what I-80,

1 you know, traffic sales will drive. I don't know what local sales
2 will drive. I don't know what your neighbors coming over will
3 drive.

4 But that -- that should be another -- another question to
5 answer that had come up before.

6 I'm -- I'm done after this slide, you know.

7 The -- the -- the last thing I think really needs to be
8 considered here, as you guys consider allowing the removing from
9 the chapters the banning of dispensaries and allowing them, is
10 that it is a resource for some Lander County residents.

11 And I understand not everybody uses marijuana. I don't use
12 marijuana, but there are people who do.

13 And here's -- here's an article that came out of -- in Reno.
14 Sierra Well, which if any of you guys have passed that dispensary
15 over in Carson City. And you'll see they added a pick-up window.
16 Why did they do that? Because they had a 45- to a 50-minute wait.

17 Okay.

18 People are using this. It wouldn't be hundreds of millions
19 of dollars in sales if people weren't using it.

20 If it's legal, doesn't mean you're going to start using it
21 now if you don't.

22 If it is -- if -- if you do use it, though, it's nice to
23 have a place you can go legally buy it and not be a criminal.

24 And Lander County residents don't have that opportunity.

25 So by -- so by changing this, what we would ask is -- is
26 that you can consider in Lander County, you know, really
27 decriminalizing it for the citizens of Lander County, making it
28 is a source of tax-based res- -- revenue for the county.

29 And that's why we've asked that you consider removing this
30 from the chapter.

31 I'd be happy to answer any questions.

32 COMMISSIONER WAITS: Dr. Ramos, thank you so much, not only
33 for the overview, but most certainly for the education.

34 And that's always appreciated. We've been trying to take
35 up all the workshops we possibly can.

36 Let me assure you that whatever decision that I do is not
37 done for personal reasons. That has to be true when you're a
38 commissioner be- -- because otherwise you come in so prejudiced.
39 It's not all about you. It's about my constituents.

40 And with that said, number one, the money doesn't really

1 mean that much at this point because we're still okay with our
2 net proceeds. That may change. That's why we try and curtail
3 our spending and watch what we're doing.

4 But fortunately we're one of those counties that is in black.
5 So we can't be bought at this point. So that's okay on that side.

6 The other side is that very definitely, whether they were
7 educated properly or not, when they voted, Lander County voted no
8 on recreational marijuana. And that's what I have to go by.

9 Now I mentioned it before that only two areas that actually
10 passed recreational marijuana in our county was Gilman Springs and
11 Kingston. And -- and the rest of us all voted it down. And we're
12 the bigger part of the county.

13 So that being said, that's where I'm going to base my
14 decision today.

15 Thank you.

16 JOSEPH RAMOS: Thank you. Am I -- am I allowed to comment
17 after each commissioner's comments?

18 COMMISSIONER WAITS: You can do --

19 COMMISSIONER BAKKER: Yeah.

20 COMMISSIONER WAITS: -- anything --

21 CHAIRMAN MILLS: Go ahead.

22 COMMISSIONER WAITS: -- you want to. It's always open.

23 JOSEPH RAMOS: I -- I would just give two comments to that.
24 Number one, with regard to the money aspect. I would then
25 bring a motion that you guys waive our 3 percent fees because
26 you guys are already in the black anyway and you don't need the
27 money.

28 COMMISSIONER WAITS: That's a no.

29 JOSEPH RAMOS: Because I think --

30 You already have plenty of money. You don't need any more.

31 The -- the second thing is -- is with regard to the vote on
32 recreational marijuana. And, as you've stated, I would
33 challenge you to find out how educated your constituents are who
34 voted on it. A lot of people voted, as they did in Colorado, on
35 marijuana. Marijuana itself. That I -- the vote is as you've
36 said.

37 COMMISSIONER WAITS: Yeah.

38 JOSEPH RAMOS: A lot of people if you went to them and you
39 said, this prohibits your neighbor from growing, four neighbors
40 down from growing, the guy who's selling to your kids because

1 he's growing --
2 COMMISSIONER WAITS: Uh-huh.
3 JOSEPH RAMOS: -- not just 12 plants a year, if he was
4 trying to pretend like he's legal, but 40 in his garage.
5 This prevents that. This gives the law enf- -- enforcement
6 some teeth. And it prevents some of the illegal growing and
7 illegal drug use out there that is fueling kids.
8 COMMISSIONER WAITS: And I appreciate what you're -- what
9 you're saying. And that's why I prefaced it.
10 I said, educated or not, they made their decision.
11 JOSEPH RAMOS: Absolutely.
12 COMMISSIONER WAITS: But -- but I still feel very
13 personally I want to honor that decision.
14 JOSEPH RAMOS: I understand --
15 COMMISSIONER WAITS: That's all.
16 JOSEPH RAMOS: -- that.
17 COMMISSIONER WAITS: Thank you.
18 COMMISSIONER CLARK: And I think --
19 CHAIRMAN MILLS: What are --
20 COMMISSIONER CLARK: -- for me, I -- I think that what
21 alarmed me is that we had a person in this town growing
22 marijuana in front of a window with a 6-foot grow light so that
23 everybody could see when they went past this house.
24 And I thought, what a perfect scenario for a major
25 catastrophe.
26 And that's what concerns me.
27 I -- I would -- if -- if -- if 50 percent of the junior high
28 kids are smoking pot, they're not buying it. They're getting it
29 from people that are growing it in this town. You know, kids
30 sneak it from their parents or -- or whatever. Because they --
31 So I -- I have a real concern about people growing it in
32 their house, the amounts that they can grow. Sixty pounds of
33 pot?
34 That's -- that's a lot of drugs.
35 JOSEPH RAMOS: Yeah. Quote, legally.
36 COMMISSIONER CLARK: And, boy, you know, --
37 COMMISSIONER WAITS: Yeah.
38 COMMISSIONER CLARK: -- oh, here, here. Give me a hundred
39 bucks. Give me a hundred bucks. Whatever. That scares me.
40 CHAIRMAN MILLS: Joe, if -- if we retain this in our

1 ordinance and we do not allow a dispensary in our community,
2 what -- what, other than money -- which I don't care -- care
3 about the money -- other than money, what are the -- what are
4 the prospects?

5 I mean, we've -- we've talked about people grow their own.
6 And there's still going to be a lot of marijuana in Lander
7 County.

8 What -- are there any other --

9 JOSEPH RAMOS: If --

10 CHAIRMAN MILLS: -- repercussions if we -- if we don't go
11 with them?

12 JOSEPH RAMOS: The -- the biggest repercussion for the
13 citizens of Lander County that I can see is that, number one,
14 you're going to -- you're going to put a real damper on being
15 able to tell. I can tell you what -- what we would do with
16 our -- with our grow if -- if -- you know, it's a special-use
17 permit, which means it can be taken away at any point.

18 And if -- and if Lander County comes out in the future and
19 says, we want to take this because we're seeing all this marijuana
20 here because we allowed these grow facilities, you know, what's
21 the obvious first argument? Well, you're allowing anybody to
22 grow. A guy down the street from our grow facility's got 12
23 plants legally.

24 Somebody else is displaying them publicly. They've got a
25 6-foot plant down there on the street. He's producing, you
26 know, 60 pounds a year legally. And -- and -- but you want to
27 pin it on us?

28 And so that -- that's -- that's a huge -- I think a huge
29 repercussion for -- for Lander County is if you want to get a -- a
30 grip on what's the impact of marijuana in your county so you can
31 get some statistics like the state has, you have to -- you have to
32 put some parameters here where you can really tell.

33 The second big thing is, is that you can't expect anything to
34 change. If you -- if you've opened up Lander County to the
35 cultivation facilities, you've really done the hardest thing first
36 because that's where you dealt with it.

37 You reviewed the public safety. That's where you dealt with
38 fire -- you know, fire risk and theft. That's where the -- that's
39 where it occurs.

40 It -- you -- you've, you know, you've dealt with odor.

1 You --

2 A storefront is a storefront. And so -- so the second
3 thing that -- that would address your question, Doug, is, is
4 that you guys have taken on the hardest thing.

5 And -- and -- and this -- this seems to be a commonsense
6 next step without much public impact except for positive things.

7 Along those positive things, availability for the local
8 citizens, teeth for the law enforcement, and the stopping of the
9 illegal sales.

10 And so if you take it out, I think that you've given --
11 you've really put some more bite to actually defending the
12 problem as opposed to adding to the problem.

13 If -- if -- if -- if you want to deem that marijuana's adding
14 to any problem.

15 Because that ship has sailed. So you might as well now
16 protect the communities by putting in this 25-mile radius.

17 Again, the state of Nevada said that pro- -- pro- -- that
18 prohibits 90 percent of all home grows. Ninety percent.

19 And the last thing is -- one last thing. And then that's
20 if -- if you want your businesses, you know, Lander County -- I
21 believe, the feeling I get from as invested as all of you guys are
22 and everybody I've talked to is -- Lander County wants its
23 businesses to be successful. It makes every effort to help them
24 be successful. I've seen that from the planning and zoning stuff
25 to the t- -- things I've sat through here.

26 You're going to make it really hard on your local
27 cultivation facilities, as will every other county who doesn't
28 allow dispensaries, to be successful as long as you're doing --
29 as long as you have any sort of ordinance in that encourages
30 homegrown, you know.

31 And -- and the safety of the home grows, there is no --
32 there's no doubt that it's -- it's by far way -- just
33 astronomically more unsafe than state-controlled marijuana
34 grows. Testing for, you know, stuff like double Eagle.
35 These -- these marijuana growers are spreading double Eagle on
36 their plants to kill the -- the bugs, which is toxic.
37 Cancerogenic. You'll -- cancer-forming chemical they're
38 spraying on there. And people are taking it and smoking it.
39 And that doesn't happen in a state-controlled environment.

40 I think if there's any level of safety that -- that you

1 guys shoot for, I would think those things would be fore- --
2 first and foremost.

3 COMMISSIONER CLARK: I -- I understand Patsy's point really
4 well. And I -- and -- and I can agree with it.

5 But the problem that happened -- and we have unintended
6 consequences, the way state rolled this out.

7 When we first started, we were under the impression from
8 the state that if we allowed grows, the 25-mile no-grow zone
9 would be there. And as we rolled it out, we've -- the -- the
10 state changed their mind on that, I guess. And now we're at a
11 point if we're going to control it, this is how we control it.
12 So --

13 JOSEPH RAMOS: Yeah, they --

14 COMMISSIONER ALLAN: Well, --

15 JOSEPH RAMOS: -- did.

16 COMMISSIONER ALLAN: -- initially I know when it was
17 brought before us, it was two -- two licenses per county for a
18 grow.

19 And -- and as things are moving along, they keep changing
20 the rules of the game.

21 You know, we're looking at four -- four licenses now.
22 And I do have a question on the revenue.

23 JOSEPH RAMOS: Yes.

24 COMMISSIONER ALLAN: Now the -- Nye County? That was
25 yearly?

26 JOSEPH RAMOS: That --

27 COMMISSIONER ALLAN: That money?

28 JOSEPH RAMOS: -- was the check they received in April.
29 That's correct.

30 COMMISSIONER ALLAN: Just for -- for -- for one month? Or
31 is that total per year?

32 COMMISSIONER BAKKER: Quarter.

33 JOSEPH RAMOS: Total for their year.
34 That was their fiscal year '17 check received in April --

35 COMMISSIONER ALLAN: Okay.

36 JOSEPH RAMOS: -- of '18. \$88,000 base pay for doing a
37 county, which every county in the state of Nevada gets.
38 And then --

39 COMMISSIONER ALLAN: Right.

40 JOSEPH RAMOS: -- their additional for having their stories

1 was another 54,000.

2 COMMISSIONER ALLAN: Okay. So it's really not a
3 substantial revenue base to the counties.

4 CHAIRMAN MILLS: So --

5 JOSEPH RAMOS: If you're Clark County where you make a
6 million something, maybe it starts --

7 COMMISSIONER ALLAN: Well --

8 JOSEPH RAMOS: -- getting more significant. I -- I agree
9 with you. I don't think out here, in Lander County -- people
10 smoke that much marijuana out here, I'll be -- I'll be
11 impressed.

12 CHAIRMAN MILLS: So one of the other question I have is
13 getting back to my first question, if we don't allow a
14 dispensary, I'm -- I'm hearing that the Indian colony would then
15 come in and build one and we'd have one anyway.

16 JOSEPH RAMOS: There's no doubt that the Indian colony is
17 in- -- is investigating placing a dispensary there because
18 they've spoken with us.

19 COMMISSIONER CLARK: And I will mention that today on
20 Facebook, the colony in Lovelock opened up a new dispensary.
21 So if we don't have one on county property, they will go on
22 colony property. And I understand that the 25-mile no-grow rule
23 does -- does not work. Is that right, --

24 CHAIRMAN MILLS: Yeah. Those --

25 COMMISSIONER CLARK: -- Counselor?

26 CHAIRMAN MILLS: -- can be another question is does --

27 DISTRICT ATTORNEY HERRERA: To answer --

28 CHAIRMAN MILLS: -- the 25-mile rule apply if the Indian
29 colony does --

30 DISTRICT ATTORNEY HERRERA: No.

31 CHAIRMAN MILLS: Okay.

32 COMMISSIONER WAITS: But even if we do a dispensary, it
33 doesn't stop the Indians from doing a dispensary too.

34 DISTRICT ATTORNEY HERRERA: It -- yeah --

35 CHAIRMAN MILLS: See? That was the other -- my next
36 question.

37 COMMISSIONER WAITS: Yeah. No, they can.

38 DISTRICT ATTORNEY HERRERA: They could if -- if the state
39 gives --

40 There is some question. Under the -- under the NRS right

1 now, it says that -- that certain sized counties only get one
2 dispensary. And Lander County seems to fall into that. Now can
3 --
4 CHAIRMAN MILLS: But does that --
5 DISTRICT ATTORNEY HERRERA: -- they --
6 CHAIRMAN MILLS: -- block --
7 DISTRICT ATTORNEY HERRERA: -- ch- --
8 CHAIRMAN MILLS: -- the Indian colony?
9 COMMISSIONER WAITS: No. It does not.
10 DISTRICT ATTORNEY HERRERA: Can they change it to two? I
11 don't know.
12 So does --
13 CHAIRMAN MILLS: But the Indian colony's their own --
14 DISTRICT ATTORNEY HERRERA: Well, that -- that's the --
15 CHAIRMAN MILLS: -- sovereign --
16 DISTRICT ATTORNEY HERRERA: -- question.
17 CHAIRMAN MILLS: -- nation.
18 DISTRICT ATTORNEY HERRERA: But it's still licensed by the
19 state.
20 COMMISSIONER CLARK: Right. You have to have a license
21 from the state. And if the state said one for Lander County,
22 this would be the one.
23 CHAIRMAN MILLS: So the Indian colony would still have to
24 follow the state rules on it?
25 DISTRICT ATTORNEY HERRERA: That's -- they have to have a
26 state license holder.
27 COMMISSIONER WAITS: Yeah. But I bet they'll get --
28 COMMISSIONER ALLAN: Well --
29 COMMISSIONER WAITS: -- it. Yeah.
30 COMMISSIONER ALLAN: But my other question --
31 CHAIRMAN MILLS: And if --
32 COMMISSIONER ALLAN: -- with that is, you know, initially
33 the -- you know, Counselor, you had me- -- mentioned it in our
34 private -- prior discussions that the Indians would not be
35 allowed because it's federal gover- -- federal land.
36 DISTRICT ATTORNEY HERRERA: No, I never said that.
37 COMMISSIONER ALLAN: Well, then --
38 DISTRICT ATTORNEY HERRERA: It was said here. But -- but I
39 --
40 COMMISSIONER ALLAN: No.

1 DISTRICT ATTORNEY HERRERA: -- disagreed.
2 COMMISSIONER ALLAN: It --
3 Well, I'm sorry. Then it was -- it was Mr. Forgeron that
4 said it.
5 But it was -- it was from the District Attorney's Office that
6 it was stated.
7 COMMISSIONER CLARK: No.
8 COMMISSIONER ALLAN: And I do --
9 DISTRICT ATTORNEY HERRERA: No.
10 COMMISSIONER ALLAN: -- have it --
11 COMMISSIONER CLARK: No.
12 COMMISSIONER ALLAN: -- written down here for the minutes.
13 If you'd like me to pull them, I will get that. I read them.
14 It specifically came from the DA's Office that it was stated
15 that --
16 Anyway, that's beside the point. My question being -- and
17 I'm not sure if you can answer this, is with that in mind --
18 and -- and, like I said, the state is basically changing the
19 rules as they go, initially saying that --
20 DISTRICT ATTORNEY HERRERA: That's true.
21 COMMISSIONER ALLAN: -- you know, they couldn't put it
22 on -- on Indian land because it's federal land.
23 With that in mind, then, the colony may be within Lander
24 County, but they're a sovereign nation. And they are separate
25 from Lander County. Is -- is that also possibly an argument
26 that -- you know what? -- that is not Lander County. Lander
27 County does not dictate to that land. You may be within the
28 boundaries of it, but you are not Lander County. Would they allow
29 a second dispensary?
30 DISTRICT ATTORNEY HERRERA: That's a good question because
31 I don't know what the state would do, particularly with the new
32 legislature, to be quite candid with you.
33 They're -- they're going to be more --
34 They're not going to be quite as conservative. And they're
35 going to be more liberal in their marijuana laws.
36 And that's what we've been talking to the -- the DAs
37 association has been talking about this, among other things.
38 And we anticipate a -- a whole --
39 (Alarm.)
40 DISTRICT ATTORNEY HERRERA: -- bunch of new laws coming

1 forth dealing with --

2

3 (Radio.)

4

5 DISTRICT ATTORNEY HERRERA: -- marijuana and -- and other
6 issues. So --

7

8 (Radio.)

9

10 DISTRICT ATTORNEY HERRERA: -- right now the statute's
11 pretty clear that Lander County gets one. But could -- it could
12 change. Yes, Commissioner.

13 COMMISSIONER ALLAN: Well, like I said, the question is,
14 is --

15 DISTRICT ATTORNEY HERRERA: The state can do --

16 COMMISSIONER ALLAN: -- the colony --

17 DISTRICT ATTORNEY HERRERA: -- what they --

18 COMMISSIONER ALLAN: -- Lander --

19 DISTRICT ATTORNEY HERRERA: -- want.

20 COMMISSIONER ALLAN: -- County?

21 COMMISSIONER WAITS: Yeah.

22 JOSEPH RAMOS: But --

23 DISTRICT ATTORNEY HERRERA: But it's still governed by a
24 state license. But --

25 COMMISSIONER ALLAN: Right.

26 DISTRICT ATTORNEY HERRERA: -- they can change it.

27 Because they're -- been changing it.

28 COMMISSIONER ALLAN: Right.

29 COMMISSIONER BAKKER: I'm --

30 CHAIRMAN MILLS: So I have a -- I --

31 JOSEPH RAMOS: I --

32 CHAIRMAN MILLS: -- have a question for Ron.

33 COMMISSIONER BAKKER: There's a resource officer out doing
34 a DUI.

35 CHAIRMAN MILLS: Do you have -- do you have a preference
36 on -- on the law enforcement side?

37 Would you like to have more teeth in law enforcement on the
38 marijuana issue? Or would you like to not have any involvement
39 in that? Or what -- what's your stance on that?

40 COMMISSIONER ALLAN: Boy, you're on the spot now.

1 CHAIRMAN MILLS: Because that's --
2 SHERIFF RON UNGER: (Indiscernible.)
3 CHAIRMAN MILLS: I mean, that's brought up as an argument
4 that if -- if we put a dispensary in, it gives you teeth to do
5 some law enforcement things.
6 COMMISSIONER ALLAN: Ron?
7 SHERIFF RON UNGER: I think what -- Ron Unger, for the
8 record -- I think what Mr. Ramos said is -- is he's got --
9 there's a lot of truth in what he's saying as far as the
10 dispensaries and stuff like that.
11 And I have also watched the Colorado numbers.
12 CHAIRMAN MILLS: Uh-huh.
13 SHERIFF RON UNGER: And I've seen what he is saying. I
14 just didn't go to the depth that -- that Joey did as far as why
15 it's happened.
16 So I understand a lot of that.
17 As far as what law enforcement's going to do? We're going
18 to do whatever they decide, whatever the law says is what we're
19 going to do.
20 If they do put a dispensary in, then, yeah, we're going to
21 have our hands full and a lot of it's going to fall on our
22 district attorney and the judges on whether we get the search
23 warrants, if we have enough information to get those, to do
24 those.
25 I mean, it's kind of a bad -- I -- I'm not giving you a real
26 good answer on that. But whatever that is decided is exactly what
27 we're going to do.
28 CHAIRMAN MILLS: I'm -- I'm asking if you have a
29 preference. Or if you --
30 SHERIFF RON UNGER: I wished it hadn't ever come in in the
31 first place. (Indiscernible.)
32 CHAIRMAN MILLS: Well, that's --
33 COMMISSIONER CLARK: Yeah.
34 SHERIFF RON UNGER: But it's --
35 COMMISSIONER CLARK: Amen.
36 SHERIFF RON UNGER: -- here. And we'll have --
37 CHAIRMAN MILLS: But as --
38 SHERIFF RON UNGER: -- to deal --
39 CHAIRMAN MILLS: But it sounds --
40 SHERIFF RON UNGER: -- with it.

1 CHAIRMAN MILLS: -- like whether -- whether Lander County
2 did anything or not, it sounds potentially we'd -- we'd have it
3 anyway.

4 SHERIFF RON UNGER: It's here.

5 CHAIRMAN MILLS: It's here. And --

6 SHERIFF RON UNGER: It's here. And it's --

7 CHAIRMAN MILLS: So what's the better -- I'm -- I'm looking
8 for a better -- what -- what's the better way to manage it,
9 control it, have some -- have some restraints on it if possible?
10 And that's -- that's the angle I'm trying to see this as.

11 I -- I don't care about the money side. I don't care about
12 all this stuff.

13 SHERIFF RON UNGER: And I understand that. But I think
14 if -- if you listened to what Mr. Ramos has said, there's some
15 -- you've got some -- you've some -- a bite in it a little bit.

16 CHAIRMAN MILLS: Okay.

17 SHERIFF RON UNGER: Maybe a little more than what you have
18 at this point in time.

19 COMMISSIONER BAKKER: I'm going to make a motion, --

20 SHERIFF RON UNGER: But whether --

21 COMMISSIONER BAKKER: -- and then you can open --

22 SHERIFF RON UNGER: -- it goes from --

23 COMMISSIONER BAKKER: -- it up.

24 SHERIFF RON UNGER: -- there, who knows?

25 COMMISSIONER ALLAN: Ron, do you -- I -- I -- you know,
26 this is hard to answer. Could you foresee requiring further
27 deputies? Additional deputies for enforcement?

28 SHERIFF RON UNGER: Very possible.

29 COMMISSIONER BAKKER: You need more deputies now, though.

30 SHERIFF RON UNGER: We need more -- we're short -- we're
31 short-staffed now. We're testing today for deputies.

32 But, you know, we don't have a big pool out there to fish
33 from, you know. So we're -- we're short on deputies right now.
34 And, yeah, if this came in to where it could be -- yes. We
35 would need to fill the slots we've got.

36 COMMISSIONER BAKKER: Okay.

37 COMMISSIONER ALLAN: So I guess, Mr. --

38 KEITH WESTENGARD: I --

39 COMMISSIONER ALLAN: -- Ramos, my question would be on
40 location-wise, do you have a location in mind?

1 JOSEPH RAMOS: Yes. We do.
2 COMMISSIONER ALLAN: And where would that be?
3 JOSEPH RAMOS: We would like to be off of one of the exits.
4 And there are a couple properties that we've talked to
5 landowners about.
6 We talked to Mr. Ramsdell about some property that he has
7 that's off of the exit, other side of the freeway, very near
8 here.
9 And we've talked to a family member of mine about some
10 property that's available over near the McDonald's area.
11 But I think somewhere centrally like that is better, again,
12 for the -- and I'm -- I'm sorry to beat the public safety issue,
13 but I wish we could be in the sheriff's parking lot.
14 And so we want to be somewhere central and not out like at
15 the far exit near the airport, for example. I think that
16 could -- that could be a big issue.
17 So, yes, we -- we have areas identified.
18 The other thing I'd like to add just one quick thing about
19 the Indian colony comment.
20 And then I'm happy to expand on those properties if you'd
21 like.
22 The -- I've actually researched the subject a little bit as
23 well. I would agree with Mr. Herrera said, we have somewhat of a
24 moving target with how the state addresses marijuana. And so what
25 may be said today doesn't apply tomorrow. It's literally been --
26 been that bad.
27 As of now with the more recent things, how the state was
28 prohibiting the Indian colonies from getting these dispensaries
29 was threatening -- threatening them with their federal funding
30 dollars. And they were cutting federal funding to Indian colonies
31 who wanted to put it in outside of state regulations.
32 What the Indian colonies have now been doing is saying, well,
33 how much do we have to work with you in order to get one here?
34 And they are finding a lot of ways to do that. As you see, I
35 think you just cited Lovelock. But if you look here in Nevada,
36 Ely Indian colony, marijuana.
37 There are several of them.
38 COMMISSIONER WAITS: Uh-huh.
39 JOSEPH RAMOS: Yerington, I believe, another one. Indian
40 colony, marijuana.

1 Marijuana is going to come to the local Indian colony
2 because the federal funding threat they've gotten around by
3 working with the state, by saying, okay, we'll use your state
4 processing system, the metric system.

5 So they're -- they're running everything through state
6 reporting. But as a sovereign nation, they're building their own
7 tax structures, their own economic benefits.

8 And so one of the things that Lander County should consider
9 strongly is if you say no to -- you know, to us today, then
10 maybe there at the Shell station, the end of the street here,
11 tomorrow.

12 COMMISSIONER CLARK: Yep.

13 COMMISSIONER BAKKER: I'm going to make a motion that the
14 Lander County Board of Commissioners modify the Lander County
15 Code 8.45.030 and 8.46.030 to allow for medical recreational
16 marijuana dispensary establishment in Lander County.

17 COMMISSIONER CLARK: Second.

18 COMMISSIONER ALLAN: So another issue that -- that was
19 discussed extensively in the past was if we did create an
20 ordinance and, you know, we could pretty much do whatever we
21 wanted, the issue was, you know, the edibles, the kids.

22 You know, are we -- are we going to bring this back for
23 discussion on what we want to say in this ordinance? I mean,
24 what we want to limit it to?

25 COMMISSIONER BAKKER: We're going to have to.

26 JOSEPH RAMOS: One comment on that, Judie --

27 CHAIRMAN MILLS: (Indiscernible.)

28 JOSEPH RAMOS: -- with all due respect.

29 COMMISSIONER ALLAN: Commissioner.

30 JOSEPH RAMOS: Commissioner. I'm sorry.

31 The labeling standards are set by the state of Nevada. The
32 packaging standards are set by the state of Nevada.

33 And a lot of the work that you're looking at maybe being
34 brought back to yourself or to the commission has been handled
35 by the state of Nevada in the packaging, processing, advertising
36 manner that may -- that may alleviate a lot of those -- those
37 issues you're con- -- you're thinking exist.

38 COMMISSIONER ALLAN: Okay. I understand, you know,
39 packaging-wise. But I know we discussed, you know, what do we
40 really want? We just want to, you know, sell a baggy? Do we

1 want to sell the gummy bears?
2 JOSEPH RAMOS: Addressed by the state of Nevada.
3 COMMISSIONER ALLAN: That is -- that's -- okay.
4 JOSEPH RAMOS: Absolutely. You can't label anything
5 that -- that is candy-like. They don't want children to confuse
6 it with candy.
7 Literal sealing of containers with plastic wrap; proper
8 safety labeling on it including dosage, strength, strain.
9 COMMISSIONER ALLAN: Okay. I understand what you're
10 saying.
11 JOSEPH RAMOS: Out the --
12 COMMISSIONER ALLAN: And -- and --
13 JOSEPH RAMOS: -- door in --
14 COMMISSIONER ALLAN: -- and that --
15 JOSEPH RAMOS: -- black bags.
16 COMMISSIONER ALLAN: -- does -- that does answer a lot of
17 it. Although, like I said, as a commission, you know, that was
18 discussed that would give us the opportunity also to set what we
19 would like to see or not see.
20 So, you know, labeling-- --
21 CHAIRMAN MILLS: And I think that --
22 COMMISSIONER ALLAN: -- -wise --
23 CHAIRMAN MILLS: -- can be --
24 COMMISSIONER WAITS: I don't think our choices is that
25 many, Judie.
26 But the main choice we have is whether we allow me-- -- a
27 dispensary for medical or medical and recreational. That's --
28 that's probably one of the biggest decisions if you're going
29 to --
30 COMMISSIONER ALLAN: And that's --
31 COMMISSIONER WAITS: -- if you're going to go; right?
32 But, I mean, everything else is pretty well decided by the
33 state.
34 COMMISSIONER ALLAN: Okay.
35 COMMISSIONER WAITS: And your motion was for both.
36 CHAIRMAN MILLS: Right.
37 So Sean made a motion. And Art seconded.
38 Let's open up for public comment.
39 KATHLEEN ANCHO: Come up here.
40 CHAIRMAN MILLS: Come on up.

1 KATHLEEN ANCHO: Kathy Ancho, for the record.
2 Then one thing, with all due respect, Mr. Ramos, is that
3 I -- well, I do not like to hear the sky is falling and who's
4 going to get it first.
5 That sickens me to go that aspect.
6 And there's not enough money in it, not that money should
7 have -- play any part with --
8 And, respectfully, I don't use marijuana. I'm not a
9 marijuana user.
10 However I've done thousands -- and if I would have known I
11 had to bring a binder with the research -- I -- you would have had
12 it and everyone would have had it because I've done it -- on the
13 uses of medical mari- -- marijuana for Parkinson's, for seizures.
14 Is it useful? Absolutely.
15 But are there downfalls to it? Yes, for children, for
16 parents, for any of us who have worked in law enforcement, who
17 have been advocates who have watched what goes on in families
18 with parents who use marijuana.
19 That the -- I'm -- I'm very nervous so excuse me and I'll
20 calm down in a second.
21 To watch what happens to children of parents who are
22 smoking and using marijuana. And then what happens to them when
23 they grow up.
24 And the worst part about it is the mental illness.
25 I've done countless hours on the mental illness and the
26 schizophrenia on children who start using marijuana at a young
27 age. And by time they hit adulthood and the mid-30s, the
28 schizophrenia that comes in because they started smoking and
29 using, ingesting marijuana as young children.
30 Can we stop it now?
31 We can try to do -- we -- the best we can with drug
32 prevention.
33 But to allow it and say, here. Here you go. And your
34 parents use it so it's okay for you to use it.
35 It's a difference between an adult person, like you using it,
36 and a seven-year using it -- year-old using it or a 12-year-old or
37 a 13-year-old. And to watch the effects later on in life and the
38 struggles, the homelessness, the things that go all along with
39 that.
40 And to rush to it and go, "We want to be first people who

1 get it because the Indian colony" is heartbreaking to me on top
2 of the fact the taxpayers said they didn't want it.
3 And that's what we should be going off of respectively.
4 And I understand we want to try to be able to control it,
5 but you're never going to be able to control it because the
6 parents who go in and buy the stuff that they're using and their
7 13-year-old sneaking the baggies.
8 So you're -- there's beast on either side. But to make --
9 the county to make money off of that is literally sickening to
10 me.
11 COMMISSIONER CLARK: Well, it's the --
12 KATHLEEN ANCHO: And --
13 COMMISSIONER CLARK: -- same -- same thing as alcohol.
14 Alcohol.
15 FRANK STEPHENS: No, it's not.
16 KATHLEEN ANCHO: No, --
17 COMMISSIONER CLARK: Alcohol --
18 KATHLEEN ANCHO: -- it's --
19 COMMISSIONER CLARK: -- alcohol ruins --
20 KATHLEEN ANCHO: And I'm not again- --
21 COMMISSIONER CLARK: -- more --
22 KATHLEEN ANCHO: I'm not for --
23 FRANK STEPHENS: Absolutely.
24 KATHLEEN ANCHO: -- alcohol either, --
25 COMMISSIONER CLARK: It's -- it's --
26 KATHLEEN ANCHO: -- Art.
27 COMMISSIONER CLARK: -- ruined more --
28 FRANK STEPHENS: Can I stand --
29 COMMISSIONER CLARK: -- families --
30 KATHLEEN ANCHO: I know.
31 COMMISSIONER CLARK: -- than anything.
32 KATHLEEN ANCHO: And I respect that. And I respect that.
33 And I do. And I'm not going against that.
34 COMMISSIONER CLARK: Uh-huh.
35 KATHLEEN ANCHO: But do -- I -- I still -- the -- and
36 you've seen it as a teacher, what it does --
37 COMMISSIONER CLARK: Absolutely.
38 KATHLEEN ANCHO: -- to kids. But to be somebody who voted
39 for it, to know -- to watch that child grow up and the
40 struggles. I'm sorry. I mean, as a tax- -- we said no.

1 But I'm just throwing it out there. And I'm not passing
2 judgment on anything.

3 But just, I hate to say, here, the sky is falling. And
4 let's who gets it first and for this amount of money.

5 Because if the Indian colony gets it first, well, we -- you
6 know, should have had it. And it's not about that.

7 COMMISSIONER CLARK: It's about control.

8 KATHLEEN ANCHO: And I understand, but you're not going to
9 control it any more by -- all you're doing is legalizing it for
10 them to buy it, bring it home, and their children to use it and
11 take it from them --

12 COMMISSIONER CLARK: Well, there's --

13 KATHLEEN ANCHO: -- instead of --

14 COMMISSIONER CLARK: -- a -- there's a big control --

15 KATHLEEN ANCHO: So --

16 COMMISSIONER CLARK: -- factor here.

17 You're still working in law enforcement?

18 KATHLEEN ANCHO: No. I said from the years, Art, of being
19 an advocate. And I am still doing advocacy for lots of
20 families -- I do -- still do -- that have issues that go on,
21 trying to find --

22 COMMISSIONER CLARK: So you're working --

23 KATHLEEN ANCHO: -- resources.

24 COMMISSIONER CLARK: -- for Lander County?

25 KATHLEEN ANCHO: I ab- --

26 SHERIFF RON UNGER: She's one of our advocates. Nonpaid.

27 COMMISSIONER CLARK: You get paid?

28 KATHLEEN ANCHO: No, I'm a volunteer. I volunteer --

29 COMMISSIONER CLARK: Good.

30 KATHLEEN ANCHO: -- to do advocacy and do this as -- it's
31 still going on as a problem, absolutely. And I'm not trying to
32 do this. I'm just trying to say, put a pin in it. Do some
33 community workshops and hear what the community says since first
34 and foremost they're the ones that voted against it. And not
35 against it right now. Just stick a pin in it and go, let's see
36 really what the community wants. And if they want it, then by
37 all means. But just stick a pin in it is all I'm asking.

38 CHAIRMAN MILLS: On that -- about the --

39 COMMISSIONER ALLAN: Thank you, Kathy.

40 CHAIRMAN MILLS: -- about the voting.

1 I was one of those that voted against it also. And I lost.
2 It's legal in Nevada now. That includes Lander County. It is now
3 legal here, whether I want it or not.
4 KATHLEEN ANCHO: Respect --
5 COMMISSIONER ALLAN: But we want --
6 CHAIRMAN MILLS: But --
7 KATHLEEN ANCHO: I respect that.
8 CHAIRMAN MILLS: -- this -- this gives us opportunity to
9 put more control on it, more limits on it.
10 COMMISSIONER CLARK: Yes, it does.
11 CHAIRMAN MILLS: We're never -- it's --
12 KATHLEEN ANCHO: I understand.
13 CHAIRMAN MILLS: -- it's never going to be --
14 KATHLEEN ANCHO: I know.
15 CHAIRMAN MILLS: -- con- -- it never has been controlled.
16 But now it's free-for-all. It's open to everybody grow at their
17 house. That's now legal in Lander County.
18 COMMISSIONER CLARK: That's how the kids are getting --
19 KATHLEEN ANCHO: And I --
20 COMMISSIONER CLARK: -- pot.
21 KATHLEEN ANCHO: -- get it.
22 CHAIRMAN MILLS: This allows --
23 KATHLEEN ANCHO: And they're still going to get it --
24 CHAIRMAN MILLS: -- us to give --
25 KATHLEEN ANCHO: -- either way.
26 CHAIRMAN MILLS: -- some control --
27 KATHLEEN ANCHO: And you're right.
28 CHAIRMAN MILLS: -- on it and limit it as --
29 KATHLEEN ANCHO: Right.
30 CHAIRMAN MILLS: -- much as we can possibly can.
31 KATHLEEN ANCHO: Well, and -- and like I said, and you're
32 right. And I get that. And I respect that. And I see that po-
33 --
34 COMMISSIONER BAKKER: Uh-huh.
35 KATHLEEN ANCHO: I can see both sides of that, honestly.
36 And I respect that.
37 CHAIRMAN MILLS: And -- and --
38 KATHLEEN ANCHO: It's just that --
39 CHAIRMAN MILLS: -- we can't legislate what happens in --
40 or we -- we can't control what happens in that person's home

1 when the parent lets the kid have it.
2 We can't do anything --
3 KATHLEEN ANCHO: And I --
4 CHAIRMAN MILLS: -- about --
5 KATHLEEN ANCHO: -- and I --
6 CHAIRMAN MILLS: -- that one.
7 KATHLEEN ANCHO: But still, just to roll around in your
8 head that -- that are bigger -- it's a bigger effect than just
9 the money and saying control.
10 CHAIRMAN MILLS: And I've --
11 KATHLEEN ANCHO: And there --
12 CHAIRMAN MILLS: -- told you, --
13 KATHLEEN ANCHO: -- is a --
14 CHAIRMAN MILLS: -- I don't --
15 KATHLEEN ANCHO: -- bigger --
16 CHAIRMAN MILLS: -- care about the money.
17 COMMISSIONER CLARK: The money's not --
18 KATHLEEN ANCHO: And I know --
19 COMMISSIONER CLARK: -- the --
20 KATHLEEN ANCHO: -- you guys don't --
21 COMMISSIONER CLARK: -- issue.
22 KATHLEEN ANCHO: -- because you've all said that. You've
23 all said that.
24 But he -- he stated that, you know, in his statement about
25 the money. And it is -- and you've all stated that -- that you
26 don't care about the money. And I respect that. And I
27 appreciate that.
28 But just the -- you know, I -- I just wanted to state --
29 CHAIRMAN MILLS: If we don't --
30 KATHLEEN ANCHO: -- my opinion (indiscernible).
31 CHAIRMAN MILLS: -- if we don't do anything, every person
32 in this county can grow 60 pounds a year of marijuana.
33 KATHLEEN ANCHO: No.
34 COMMISSIONER ALLAN: Potentially.
35 KATHLEEN ANCHO: Potentially.
36 COMMISSIONER CLARK: That's three million --
37 KATHLEEN ANCHO: Potentially.
38 CHAIRMAN MILLS: They can.
39 KATHLEEN ANCHO: Well --
40 CHAIRMAN MILLS: If we don't do anything, they --

1 KATHLEEN ANCHO: No.
2 CHAIRMAN MILLS: -- can.
3 COMMISSIONER WAITS: Yeah. But what --
4 JOSEPH RAMOS: Ms. Ancho, I --
5 COMMISSIONER WAITS: -- what do --
6 CHAIRMAN MILLS: This --
7 COMMISSIONER WAITS: -- yeah.
8 CHAIRMAN MILLS: -- limits it.
9 JOSEPH RAMOS: -- I have one quick -- one quick comment to
10 that and -- and, you know, I'm way back with your family. Andy
11 and I hung out all the --
12
13 (Alarm.)
14
15 JOSEPH RAMOS: -- time in college together and stuff. I --
16 I -- you're a hundred percent right in a -- in just about
17 everything you said. And I couldn't agree with you more.
18 There's one small aspect of what you said that I think I
19 would hope you got differently from what I cited up there. And
20 that's that there's this natural assumption that -- that even I
21 have as a conservative guy who doesn't do marijuana that when
22 you put in a dispensary, use goes up. And we've already got
23 this problem. And now you've just made it regularly accessible.
24 That's specifically why I showed the Colorado statistics
25 because I showed you that Nevada doesn't have any.
26 KATHLEEN ANCHO: And -- and I respect that.
27 JOSEPH RAMOS: Right.
28 KATHLEEN ANCHO: And I respect that.
29 JOSEPH RAMOS: And those statistics show that youth usage
30 went down. That's what they showed.
31 So we can do --
32 I have the same personal assumptions that you have. That's
33 why I said I agree with you about a hundred percent of everything
34 you said.
35 But when I look at the statistics, I go, Wow. Youth usage
36 went down. Arrests went down.
37 Why?
38 And as you do the background in that -- listen, how many
39 people have you had come speak about marijuana in this community
40 to the students?

1 You haven't had it.
2 KATHLEEN ANCHO: Well, I haven't a long time. We used to
3 have it frequently. But --
4 JOSEPH RAMOS: Right.
5 KATHLEEN ANCHO: -- unfortunately that hasn't happened --
6 JOSEPH RAMOS: Do you --
7 KATHLEEN ANCHO: -- for whatever reason.
8 JOSEPH RAMOS: Do you know that we've already started talks
9 to do two public open community center events?
10 We talked to Mr. Melver. The reason I know how many
11 people, I mean, --
12 KATHLEEN ANCHO: Well --
13 JOSEPH RAMOS: -- kids he feels are using it? Is so we can
14 go speak at the high school. It's not to say, hey, use it.
15 It's legal. It's -- it's to do that education. It gets those
16 percentages that you saw, reporting to a national database, not
17 by some marijuana company, but by the state of Colorado, is to
18 get those statistics down.
19 I agree. These kids shouldn't be using them. And -- and
20 if 50 percent are using them --
21 KATHLEEN ANCHO: You know, that's sickening to me --
22 JOSEPH RAMOS: If --
23 COMMISSIONER WAITS: You know, but --
24 JOSEPH RAMOS: -- if --
25 COMMISSIONER WAITS: -- I --
26 JOSEPH RAMOS: -- if --
27 KATHLEEN ANCHO: -- to even think that, --
28 JOSEPH RAMOS: But if --
29 KATHLEEN ANCHO: -- I'm just --
30 JOSEPH RAMOS: -- but if 45 percent of the Colorado youth
31 were using it -- if 50 percent are using it and they're using it
32 sprayed with bug spray, with weed killer, different things
33 they're -- not weed killer, but the stuff to kill everything
34 that may get on it, --
35 COMMISSIONER WAITS: I understand --
36 JOSEPH RAMOS: -- my gosh.
37 COMMISSIONER WAITS: -- where Commissioner-Elect Ancho is
38 coming from, though.
39 She's saying --
40 JOSEPH RAMOS: Absolutely.

1 COMMISSIONER WAITS: -- once we pass it, it looks like we
2 approve it.
3 And it's -- it's the --
4 KATHLEEN ANCHO: That's the part that's --
5 COMMISSIONER WAITS: -- appearance of everything.
6 KATHLEEN ANCHO: -- bad. And that's, I think, the part
7 that bothers --
8 COMMISSIONER WAITS: And I think that's --
9 KATHLEEN ANCHO: -- me the most.
10 COMMISSIONER WAITS: -- where you're coming from.
11 KATHLEEN ANCHO: And that's where I think that --
12 COMMISSIONER WAITS: And I --
13 KATHLEEN ANCHO: Because I know --
14 COMMISSIONER WAITS: -- appreciate --
15 KATHLEEN ANCHO: -- you --
16 COMMISSIONER WAITS: -- that.
17 KATHLEEN ANCHO: -- guys. And I respect that. And thank
18 you for saying that. And I think that's the part that just --
19 that you personally approve it. And I know that you don't -- I
20 mean, the majority of you. I get that. And I respect that.
21 But there's still that knot in my stomach --
22 COMMISSIONER WAITS: That isn't --
23 KATHLEEN ANCHO: -- that --
24 COMMISSIONER WAITS: -- it. It's how it --
25 KATHLEEN ANCHO: And it's --
26 COMMISSIONER WAITS: -- appears.
27 KATHLEEN ANCHO: -- and it may never go away. And it's
28 from years of seeing what I've seen. And I would have to wait
29 till the statistics came out for Nevada to -- probably for that
30 knot to go away, quite -- quite honestly.
31 But I wanted to still to state my opinion because if not,
32 then I would have said I wish I would have stated my opinion,
33 you know. Good, bad, or indifferent.
34 COMMISSIONER WAITS: Thank you. It's --
35 JOSEPH RAMOS: Yeah.
36 KATHLEEN ANCHO: Good, right, --
37 JOSEPH RAMOS: Probably --
38 KATHLEEN ANCHO: -- or wrong. So -- but thank --
39 CHAIRMAN MILLS: And just --
40 KATHLEEN ANCHO: -- you for letting me.

1 CHAIRMAN MILLS: Just --
2 COMMISSIONER BAKKER: Thank you, --
3 CHAIRMAN MILLS: -- for the --
4 COMMISSIONER BAKKER: -- Kathy.
5 CHAIRMAN MILLS: -- record, I want -- I want everyone to
6 know, I don't approve of marijuana or marijuana use or -- or
7 having to go through this whole process. I don't like it one
8 bit.
9 But it's a reality we're faced with. And we either do
10 nothing -- it used to be illegal to grow marijuana. Now it's
11 legal.
12 If we do nothing, everybody gets to do it.
13 KATHLEEN ANCHO: And unfortunately --
14 CHAIRMAN MILLS: This is the only avenue we have to provide
15 any protection to the county.
16 KATHLEEN ANCHO: And it is --
17 CHAIRMAN MILLS: It is the only --
18 KATHLEEN ANCHO: -- (indiscernible).
19 CHAIRMAN MILLS: -- avenue we have.
20 COMMISSIONER CLARK: And I have said from the very
21 beginning --
22 CHAIRMAN MILLS: And that's -- that's --
23 COMMISSIONER CLARK: -- control.
24 CHAIRMAN MILLS: -- that's the concern.
25 KATHLEEN ANCHO: You're right.
26 But the -- and you're right about the big one that was
27 growing in with the purple light for everybody to see what it was
28 like, which was a statement, you know. And it's -- the -- the --
29 the whole situation's dis- -- disheartening.
30 COMMISSIONER CLARK: It's a --
31 KATHLEEN ANCHO: However, I'd like to say for medical use,
32 I -- you know, because I have done countless hours, countless
33 hours. And it has proven to help so many people.
34 But the recreation part is just sickening to me.
35 But, like I said, had I not said anything, I would have
36 still had the knot in my stomach. So --
37 CHAIRMAN MILLS: And I --
38 KATHLEEN ANCHO: -- thank you --
39 CHAIRMAN MILLS: -- I agree --
40 KATHLEEN ANCHO: -- for allowing me --

1 CHAIRMAN MILLS: -- with you --
2 KATHLEEN ANCHO: -- to speak.
3 CHAIRMAN MILLS: -- 100 percent on that.
4 COMMISSIONER CLARK: It's a --
5 CHAIRMAN MILLS: But this is --
6 KATHLEEN ANCHO: I mean, --
7 CHAIRMAN MILLS: -- this isn't --
8 KATHLEEN ANCHO: -- I know.
9 CHAIRMAN MILLS: -- this isn't -- we are already faced with
10 the legality of marijuana.
11 It is here we have it.
12 And the only thing in -- in my mind, what I am trying to do
13 here, as a county commissioner, is protect the county as much as I
14 can.
15 And I think this is the only avenue we have to provide some
16 protection.
17 Marijuana's not going away.
18 COMMISSIONER CLARK: Unfortunately.
19 CHAIRMAN MILLS: Even if we -- even if we allow a
20 dispensary and you have the 25-mile rule and it's illegal to
21 grow your own, --
22 KATHLEEN ANCHO: They're --
23 CHAIRMAN MILLS: -- people are --
24 KATHLEEN ANCHO: -- still going --
25 CHAIRMAN MILLS: -- still --
26 KATHLEEN ANCHO: -- to grow it.
27 CHAIRMAN MILLS: -- going to grow it just like they used
28 to.
29 KATHLEEN ANCHO: And -- and I know too. And I understand
30 that. I respect that.
31 CHAIRMAN MILLS: It's --
32 COMMISSIONER CLARK: And --
33 CHAIRMAN MILLS: -- the only --
34 COMMISSIONER CLARK: -- people --
35 CHAIRMAN MILLS: -- thing we can do to protect anybody in
36 the county on this.
37 KATHLEEN ANCHO: It's still -- still --
38 COMMISSIONER CLARK: And people --
39 KATHLEEN ANCHO: -- still the knot.
40 COMMISSIONER CLARK: -- will try to grow it even if we have

1 control.

2 KATHLEEN ANCHO: Oh, and I know that. But still,
3 regardless, I had to speak my --

4 COMMISSIONER BAKKER: Thank you, --

5 KATHLEEN ANCHO: -- piece --

6 COMMISSIONER BAKKER: -- Kathy.

7 KATHLEEN ANCHO: -- and --

8 Thanks.

9 COMMISSIONER BAKKER: Any other public comment?

10 FRANK STEPHENS: Yes. I have something to say.
11 Well, I appreciate the fact you're here today, you know, sir.
12 You're a very good orator. And I'm impressed by you.

13 COMMISSIONER WAITS: Got to give your name, Frank.

14 FRANK STEPHENS: I am going to give my name. I prepared a
15 remark and then I'm going to have something to add at the end.
16 It says, Hello, --

17 CHAIRMAN MILLS: We need your --

18 FRANK STEPHENS: -- everyone. My name --

19 CHAIRMAN MILLS: -- we need your name before you start off.

20 FRANK STEPHENS: My name is Frank Stephens.

21 CHAIRMAN MILLS: Thank you.

22 FRANK STEPHENS: I'm a dis- -- I'm a dispatcher at the
23 Lander County Sheriff's Office in Battle Mountain. I've been in
24 Lander County since 1995. I've raised my family here. I took
25 my kids to their first day of school here. And I watched them
26 graduate from high school here.

27 Now I'm in the process of assisting my daughter in raising
28 our granddaughter here so that she too may receive the benefits
29 from growing up in a small, prosperous community.

30 In some ways I was invited here to speak today by
31 Commissioner Patsy Waits, where after my last public address in
32 this chambers, she stated she wished that I had been present
33 while the issue of commercial marijuana cultivation sale was
34 being decided from the beginning.

35 Commis- -- Commissioner Waits seemed to say -- to say that
36 my statements during my last appearance were relevant to the
37 decisions being made in -- in this regard.

38 So I'm back here today. Thank you, Commissioner Waits. And
39 thank you all for the opportunity to speak here today and to enter
40 my statement into the record.

1 What I tried to articulate during my last conversation with
2 the -- with the commission was that what you did in essence or are
3 doing in essence is against one of the founding principles of the
4 United State of America and that is the consent of the governed.
5 You do not have the consent of the governed in relation to this
6 particular issue.

7 Whereby the commission was choosing to allow the commercial
8 cultivation of marijuana against the express consent of its own
9 governed populace.

10 Although it is true that the initiative to regulate the
11 taxpayer and tax marijuana in the state of Nevada or Question 2 on
12 the 2016 ballot passed by a 54 to 46 margin, Lander County said no
13 to the Question 2 by a far greater 31 -- or 61 to 39 percent
14 margin.

15 The issue at hand is this commission was not elected to
16 represent the state of Nevada. This commission was elected to
17 represent me and all the other 61 percent of this county that said
18 no.

19 Why?

20 Because the demographics of this community are totally
21 different than those of Las Vegas. That's why.

22 This community is filled with honorable men and women, many
23 of them miners or government employees who would lose their jobs,
24 possibly displacing their entire families and way of life, if they
25 were ever caught with this now legal substance in their system.

26 Excuse me.

27 Our children, your children, are going to have to live with
28 the decision being made here today.

29 There were many members of this community who said no to
30 marijuana in 2016 because they refused to be a bad example to
31 their children, some who would hate their children to be limited
32 or fired in the future referencing something as mundane as a drug
33 test, people who would never want to question whether their
34 children were ever involved in a drug deal gone wrong.

35 You are at the helm of this ship. And what I am talking to
36 you about right now is posterity itself. To anyone considering
37 using marijuana for recreation, I would say this: First, I would
38 try to dissuade you from using it altogether by saying there is a
39 type of silent destruction in relation to the consumption of
40 marijuana, in relation to it being unable -- being -- the user to

1 be unable to pass a drug test.

2 Excuse me.

3 The future that has you trying to -- oh -- your future will
4 have you trying to tie a condom filled with your son's or your
5 daughter's urine to your leg in order to pass a drug test, a drug
6 test meant to take away your way of life.

7 If that didn't work, I would switch over to focus in on our
8 newly found freedom.

9 Henry David said -- Thoreau said that there are a thousand
10 men hacking at the branches of evil for the one man striking the
11 root of the problem. I know that because I used to be one of
12 those men. I was a deputy sheriff here in the '90s. And I
13 arrested numerous people for marijuana and sent some to prison in
14 relation to their unwillingness to cooperate.

15 A future that takes away the victimless crime aspect of
16 marijuana is something that needs to be considered.

17 But what this drug cartel wants you to do is to put the
18 criminality back into the growing your own -- of your own
19 marijuana.

20 So I -- it's almost like I'm standing up for liberty in the
21 sense that the -- the state has -- has gov- -- has governed
22 stating that marijuana is legal. And what this body intends to do
23 is -- is -- is give a bureaucracy the power to enforce a 25-mile
24 rule that again puts laws in place that limit that use of
25 marijuana to every single member of this community.

26 So at one time we had law enforcement officers kicking in
27 doors and searching people's house based on probable cause in
28 relation to marijuana, but they can't do that anymore.

29 And what you want to do is reimplement that law. So it's
30 on-again, off-again law enforcement. And what you're doing is
31 you'll have the sheriff act- -- acting in behest of this man and
32 his -- in his dispensary because now we have a victim; right?

33 So now we're going to be kicking in your door or the other
34 person's door that had the freedom -- was given that freedom by
35 the state that you all are pretending to take away because you
36 have this need to control it.

37 Now I understand that you -- you have that desire.

38 But I want you to think about this. When you create a new
39 law -- you guys are given this immense power to create law. Every
40 time you create law, you don't create less criminals. You create

1 more criminals; right? Every single law that has ever been
2 created, including this one, the day it is passed, if you pass it,
3 you are going to create more criminals.

4 And that law enforcement officers are going to be arresting
5 those criminals for him.

6 And I don't want you to be okay with that. I want you to
7 say no to it.

8 So I'm -- I'm -- I'm down to the portion of the -- my
9 comments that relate to the Indian colony, specific because I knew
10 it was going to be a topic here today.

11 And the answer to that is if you're a consumer of marijuana,
12 it's good for you. It's good for you that the Indian colony was
13 willing to take on that immense issue with the federal government
14 because what you were told is correct. It is against the law
15 federally for them to have a marijuana cultivation center on the
16 colony.

17 There -- at the behest of the federal government -- and it's
18 already been done. The federal government has raided Indian
19 colonies. But they -- it wasn't -- it didn't receive a good air
20 to their enforcement action so they stopped doing it. That
21 doesn't mean they won't do it in the future. It's still against
22 the law.

23 And I'd like to point out that hasn't been done in Lander
24 County. We're operating on this idea that, Oh, my God. Let's --
25 I know we promised my constituents that we would not -- we would
26 not put out a -- a cul- -- a dispensary within the county of
27 Lander. But we're going to revert that real quick because all of
28 a sudden the -- the Indian colony's going to do it. That is --
29 that -- it doesn't make any sense.

30 We don't need the money. We don't -- every -- every single
31 dime that you will get in relation to the taxes received from
32 the dispensary is going to go to the state. Every single dime.
33 Millions of dollars. We're the richest county in -- in the
34 entire state. And all of that money goes -- a -- a huge portion
35 of that money goes to the state.

36 And every dime that you're going to receive on top of it,
37 that's going to go to the state as well -- as well.

38 So it's not a money issue either. I don't --

39 COMMISSIONER CLARK: That's the way it works, Frank. All
40 the tax money goes to the state and then the state decides how

1 much you get back.

2 FRANK STEPHENS: I absolutely -- I -- okay. I understand
3 that is what I'm tr- -- what I'm try- -- and so -- but the --
4 I'm -- I'm -- I'm just trying to de- -- deflate the argument
5 that we need the money for tax revenue.

6 It is not necessary whatsoever. And it would not benefit
7 this county in the slightest -- in the --

8 COMMISSIONER CLARK: It does benefit the county because we
9 have the 25-mile rule, Frank. That's control.

10 FRANK STEPHENS: Oh, right. So it's exact- -- exact -- I
11 can't believe that I'm arguing against the implementation of a
12 new law.

13 But what I'm here to tell you is that, one, the people of
14 Lander County said no. And, two, now you want to implement a
15 bureaucratic nightmare that is going to -- whether you see it or
16 not -- is going to forward large of amounts of cases to the --
17 to the -- to the sheriff in relation to going in and kicking
18 peoples' doors for a crime that was once not a crime that is now
19 again a crime.

20 It's --

21 And another thing is, you know, I -- last time I was here,
22 you guys -- I mentioned that you guys should have done a risk
23 assessment, a risk analysis in relation to all the water that
24 it's going to be use -- using. That's never been done.
25 You've -- you've never taken that step. And what we have in
26 essence is -- is a gentleman here who's very well dressed and
27 well-spoken and I -- and I don't want you to think I'm against
28 you as a person. I'm --

29 He -- much like a used car salesman, the -- the best -- the
30 best metaphor I could use.

31 I'm sorry.

32 JOSEPH RAMOS: I've been a cartel member, and --

33 FRANK STEPHENS: Wait, wait. I --

34 JOSEPH RAMOS: -- a used car --

35 FRANK STEPHENS: You're a very --

36 JOSEPH RAMOS: -- salesman.

37 FRANK STEPHENS: -- educated. I'm not --

38 JOSEPH RAMOS: I'm counting --

39 FRANK STEPHENS: I'm --

40 JOSEPH RAMOS: -- these.

1 FRANK STEPHENS: I absolutely --
2 JOSEPH RAMOS: I'm counting --
3 FRANK STEPHENS: -- don't --
4 JOSEPH RAMOS: -- these.
5 FRANK STEPHENS: I'm sorry. I absolutely know that you're
6 well educated. And I don't mean -- but the best metaphor I
7 could come up with is a used car salesman.
8 A used car salesman tells you the car is great. It runs
9 great. You're going to get great gas mileage. It's -- it's --
10 the -- you can kick the tires. Just don't look under the hood.
11 COMMISSIONER CLARK: What used car salesman is a doctor and
12 an attorney?
13 COMMISSIONER WAITS: And --
14 FRANK STEPHENS: Well, --
15 COMMISSIONER WAITS: -- an --
16 FRANK STEPHENS: -- right.
17 COMMISSIONER WAITS: -- attorney --
18 FRANK STEPHENS: Right. I'm not --
19 COMMISSIONER WAITS: -- of law. Right.
20 COMMISSIONER CLARK: Good God, Frank.
21 FRANK STEPHENS: He's very educated. I'm not trying to say
22 that. I'm just -- just the analogy is you haven't looked under
23 the hood. You haven't taken the time to table all of this, in
24 my opinion, and to look under the hood. Find --
25 COMMISSIONER CLARK: Well, --
26 FRANK STEPHENS: -- out how --
27 COMMISSIONER CLARK: -- you haven't --
28 FRANK STEPHENS: -- much water's --
29 COMMISSIONER CLARK: -- been here --
30 FRANK STEPHENS: -- going to be used, --
31 COMMISSIONER CLARK: -- for all the discussion --
32 FRANK STEPHENS: -- find out our risk --
33 COMMISSIONER CLARK: -- we've had.
34 FRANK STEPHENS: -- analysis. See, he mentions --
35 COMMISSIONER BAKKER: No.
36 FRANK STEPHENS: -- that -- he mentions that the mar- --
37 the marijuana arrests were reduced in Colorado in relation to
38 the -- the implementation of a law that says that marijuana is
39 legal.
40 Of course that's -- of course that occurred. Of course

1 there -- there was an -- a reduction in the number of arrests in
2 Colorado because the number of arrests in relation to marijuana,
3 it -- after the marijuana was legalized was reduced.

4 COMMISSIONER CLARK: Less of a burden on law enforcement.

5 FRANK STEPHENS: Right. But not --

6 Unless -- unless -- unless you implement a -- a new law that
7 makes new criminals out of all the -- all your constituents
8 that -- that now they're -- that they -- they once had this
9 newfound freedom. Now they're going to take it all away.

10 COMMISSIONER CLARK: Your argument is with the state and
11 the way they rolled the law out.

12 We've been put into a corner to do something to protect our
13 county.

14 That's what -- that's what I'm trying --

15 FRANK STEPHENS: Okay.

16 COMMISSIONER CLARK: -- to do.

17 FRANK STEPHENS: No, I'm not trying to be too heated about
18 my -- my remarks. But what -- here's what I want to you to th-
19 -- here's what I want you to say. Here's what I actually want
20 to say. If you think this is in the best interest of the county
21 because of some issue in relation -- in your heart you honestly
22 feel -- I -- I stood against -- never mind.

23 I'm not -- I don't want to digress. I'm just --

24 If you honestly feel that this is in the best interest of the
25 county, knowing that 61 percent of the people disapproved of this,
26 you can't dis- -- you can't refute the numbers; right?

27 Why don't you put it to a vote?

28 There's nothing that -- that -- that prevents you from
29 putting this on a ballot question and let -- let the -- let your
30 constituents decide.

31 Let us -- let me decide. I'll go out there right now and
32 tell every single person to vote against it.

33 COMMISSIONER CLARK: We know what your decision is, Frank.

34 FRANK STEPHENS: Absolutely. Well, you -- and you know
35 what 61 percent of the populace's decision is too.

36 That's my point.

37 COMMISSIONER CLARK: But they elected me.

38 FRANK STEPHENS: They --

39 COMMISSIONER CLARK: Two times.

40 FRANK STEPHENS: They did.

1 COMMISSIONER CLARK: Two times.
2 FRANK STEPHENS: They did. They did.
3 COMMISSIONER CLARK: So they must like something --
4 COMMISSIONER BAKKER: Okay.
5 COMMISSIONER CLARK: -- about me.
6 CHAIRMAN MILLS: So can --
7 FRANK STEPHENS: They did.
8 CHAIRMAN MILLS: -- I --
9 COMMISSIONER BAKKER: Okay.
10 CHAIRMAN MILLS: Ted, can I ask you a legal question?
11 DISTRICT ATTORNEY HERRERA: Sure.
12 CHAIRMAN MILLS: The ballot question for the state of
13 Nevada for legalization of marijuana was a statewide election,
14 wasn't it?
15 DISTRICT ATTORNEY HERRERA: Yes. It was a state --
16 CHAIRMAN MILLS: Does -- does Lander County, because we as
17 a county voted against it, then get to not have to apply or
18 follow the state law?
19 DISTRICT ATTORNEY HERRERA: No.
20 COMMISSIONER WAITS: No.
21 CHAIRMAN MILLS: So --
22 FRANK STEPHENS: I -- I understand that.
23 CHAIRMAN MILLS: -- Lander County lost.
24 I'm one of those people that lost.
25 FRANK STEPHENS: Right.
26 I mean, I am too. I lost too.
27 CHAIRMAN MILLS: I lost that --
28 FRANK STEPHENS: I --
29 CHAIRMAN MILLS: -- election.
30 FRANK STEPHENS: You voted against it; correct?
31 CHAIRMAN MILLS: I voted --
32 FRANK STEPHENS: But the --
33 CHAIRMAN MILLS: -- against it.
34 FRANK STEPHENS: -- difference -- the difference between us
35 now is that I am not for the dispensary and you seem to be.
36 And so I --
37 CHAIRMAN MILLS: I'm for --
38 FRANK STEPHENS: -- am saying, absolutely not. Don't --
39 don't put -- don't put --
40 CHAIRMAN MILLS: Right.

1 FRANK STEPHENS: -- something on these people that they
2 said -- that decided not --
3 CHAIRMAN MILLS: As I've said --
4 FRANK STEPHENS: -- to have it.
5 CHAIRMAN MILLS: -- before, I'm for trying to protect the
6 county as much as I can.
7 FRANK STEPHENS: So am I.
8 CHAIRMAN MILLS: And my preference falls to I would rather
9 have it done through a dispensary than have each individual grow
10 60 pounds -- 60 pounds of marijuana floating around the --
11 FRANK STEPHENS: That's --
12 CHAIRMAN MILLS: -- community --
13 FRANK STEPHENS: -- just --
14 CHAIRMAN MILLS: -- without any --
15 FRANK STEPHENS: -- a -- okay. That is a conflated number
16 in my opinion. And what I'm trying to -- let -- hold on. Wait.
17 And the reason -- when -- you can laugh all you want.
18 . But here's the thing, the reason why I believe it's conflated
19 is because -- all right. This man is --
20 CHAIRMAN MILLS: Okay.
21 FRANK STEPHENS: -- telling you what he wants you to hear.
22 CHAIRMAN MILLS: If it's --
23 FRANK STEPHENS: Okay.
24 CHAIRMAN MILLS: -- if it's not 60 pounds, if it's only
25 30 pounds per person --
26 FRANK STEPHENS: Uh-huh.
27 COMMISSIONER CLARK: That's only 10 pounds --
28 CHAIRMAN MILLS: What --
29 COMMISSIONER CLARK: -- per --
30 CHAIRMAN MILLS: If it was --
31 COMMISSIONER CLARK: -- person.
32 CHAIRMAN MILLS: -- only 10 pounds per --
33 FRANK STEPHENS: Okay.
34 CHAIRMAN MILLS: -- person --
35 FRANK STEPHENS: Okay.
36 CHAIRMAN MILLS: -- in the county?
37 FRANK STEPHENS: That's -- I -- let's -- let's just --
38 CHAIRMAN MILLS: Which --
39 FRANK STEPHENS: -- put --
40 CHAIRMAN MILLS: -- which do I prefer?

1 FRANK STEPHENS: Okay.
2 CHAIRMAN MILLS: I prefer --
3 FRANK STEPHENS: Which do you prefer?
4 The ma- --
5 CHAIRMAN MILLS: I prefer the -- the -- the prospect for
6 control of that as much as we can in the county.
7 FRANK STEPHENS: I --
8 CHAIRMAN MILLS: -- rather than have it be free-for-all --
9 FRANK STEPHENS: I agree.
10 CHAIRMAN MILLS: -- and uncontrolled and un- --
11 FRANK STEPHENS: But --
12 CHAIRMAN MILLS: -- untested, un- -- every- -- everything.
13 COMMISSIONER WAITS: Okay. But I have a comment on that.
14 Don't forget when you pass that, that everybody in the south
15 can still grow their 60 pounds. So you've only protected Battle
16 Mountain --
17 FRANK STEPHENS: Is -- it is --
18 COMMISSIONER WAITS: -- and you haven't --
19 FRANK STEPHENS: -- not --
20 COMMISSIONER WAITS: -- protected --
21 FRANK STEPHENS: -- protected at all. It is not.
22 And in --
23 COMMISSIONER WAITS: -- the southern Lander County.
24 FRANK STEPHENS: -- in --
25 CHAIRMAN MILLS: So --
26 COMMISSIONER WAITS: So --
27 FRANK STEPHENS: -- and -- and another --
28 COMMISSIONER WAITS: -- just --
29 FRANK STEPHENS: -- issue is --
30 COMMISSIONER WAITS: You know, I mean you keep saying, I'm
31 protecting. I'm protecting. I'm going, you're not protecting
32 all of them.
33 So --
34 CHAIRMAN MILLS: Well, I --
35 COMMISSIONER WAITS: -- just think about --
36 CHAIRMAN MILLS: Okay.
37 COMMISSIONER WAITS: -- it.
38 CHAIRMAN MILLS: Right.
39 FRANK STEPHENS: The reason why you're not protecting
40 anyone is because the man who is the problem is trying to

1 convince you that the problem is the law.
2 Like the man who's coming in here that wants to sell the --
3 the -- the marijuana legally -- anyone can walk in there and
4 buy --
5 CHAIRMAN MILLS: Okay.
6 FRANK STEPHENS: -- marijuana. The -- the man who's the
7 problem --
8 CHAIRMAN MILLS: So you're --
9 FRANK STEPHENS: -- is trying to convince you --
10 CHAIRMAN MILLS: -- you're --
11 FRANK STEPHENS: -- that he's --
12 CHAIRMAN MILLS: -- claiming that --
13 FRANK STEPHENS: -- not --
14 CHAIRMAN MILLS: -- if -- if -- if we put this into place
15 and put the dispensary in, we have our 25-mile rule and the
16 people aren't allowed to grow their own marijuana.
17 FRANK STEPHENS: Uh-huh.
18 CHAIRMAN MILLS: And if somebody does it anyway, you're
19 claiming that this guy right here is the victim.
20 FRANK STEPHENS: Yes, I am --
21 CHAIRMAN MILLS: That is not --
22 FRANK STEPHENS: -- absolutely am.
23 COMMISSIONER CLARK: No, the county --
24 COMMISSIONER WAITS: Is this --
25 COMMISSIONER CLARK: -- is the victim.
26 CHAIRMAN MILLS: Legally, would you --
27 FRANK STEPHENS: But --
28 CHAIRMAN MILLS: -- count this person to be the --
29 COMMISSIONER CLARK: We --
30 CHAIRMAN MILLS: -- victim?
31 DISTRICT ATTORNEY HERRERA: Absolutely --
32 COMMISSIONER CLARK: The county --
33 DISTRICT ATTORNEY HERRERA: -- not.
34 COMMISSIONER CLARK: -- is --
35 CHAIRMAN MILLS: Who is the victim --
36 COMMISSIONER CLARK: -- the --
37 CHAIRMAN MILLS: -- in that --
38 COMMISSIONER CLARK: -- victim.
39 CHAIRMAN MILLS: -- case?
40 DISTRICT ATTORNEY HERRERA: No.

1 COMMISSIONER CLARK: It would be a crime against the
2 county, --
3 DISTRICT ATTORNEY HERRERA: Yeah.
4 COMMISSIONER CLARK: -- a crime against the --
5 FRANK STEPHENS: Within --
6 COMMISSIONER CLARK: -- state. You know that. You're law
7 enforcement.
8 FRANK STEPHENS: Okay. No, I'm prior law enforcement. I'm
9 not allowed --
10 COMMISSIONER CLARK: Oh, you don't --
11 FRANK STEPHENS: -- to discuss on that.
12 COMMISSIONER CLARK: -- know any law enforcement stuff now?
13 You forget it?
14 FRANK STEPHENS: But --
15 COMMISSIONER ALLAN: I think, Frank, one of the other
16 issues is -- I mean, I totally agree with what you have to say.
17 And -- and -- and you're right. Is you can look at it from a
18 legal perspective that Mr. Ramos would not be the victim because
19 someone broke the law. But, yes, he would be the victim because
20 he's loss of sales.
21 And the reason he is here is because, like you made the
22 analogy, is, yeah, he's a really good car salesman. He's going
23 to tell you all the great things about what these
24 dispensaries --
25 FRANK STEPHENS: Right.
26 COMMISSIONER ALLAN: -- are going to do.
27 And it's self-serving because, you know, when you're
28 looking at making, you know, a couple -- couple million dollars
29 a year and the -- and the county's going to get, you know, a
30 little portion, is we want to push this through. We want to do
31 this because, you know, if we don't do it now, the Indians are
32 going to do it. And I want to beat you to it because I want to
33 make that couple million dollars a year. And I'm going to tell
34 you the little story about --
35 FRANK STEPHENS: Right.
36 COMMISSIONER ALLAN: -- how it's going to benefit your
37 county.
38 And you're absolutely right.
39 I work for the citizens of Lander County. And they said
40 no.

1 FRANK STEPHENS: I said no. But here's another thing.
2 You're going to hear from a person who wants you to -- to
3 accept -- to accept this, the good things.

4 But what he doesn't say is the -- the number of property
5 crimes that -- that increased in Colorado in respect to the
6 legalization of the marijuana.

7 And that there's a direct correlation -- I used to say this
8 as a justification for busting every person I knew that -- with
9 drugs. I used to bust lots of people. I was -- I liked doing it.
10 Because then the reason why I liked doing it is because, in my
11 mind, drugs were connected to every other type of crime.

12 This person, you might never catch a burglar. He might --
13 he might have the best MO in the world. He's in and out of the
14 house, never catch them. But you can make him pay for every
15 single felony he's ever committed by catching him for the one
16 reason why he's doing it in the first place and that's to -- and
17 that's to buy drugs. That's to get his hands on a product.

18 And let me tell you honestly, there's this big -- another
19 conflated issue that marijuana is the same as alcohol. And my
20 answer is no. It's better. And the reason.

21 But -- but here's the argument, though. I want you to
22 consider in your mind how many alcoholics there would be, how
23 terrible alcoholism is. And then consider in your mind how far it
24 would go if there weren't self-limiting features of alcohol, like
25 cirrhosis of the liver or like being sick and not being able to
26 show up to work the next day if you got too drunk.

27 And that's what you're going to find in marijuana.

28 When it -- everyone's going to be a fricking stoner.

29 But here's the thing. And that -- wait, wait. Now -- now
30 that's -- that's really -- I'm -- that's -- I'm conflating the
31 issue myself because that's not true. People will self-limit in
32 relation to not being fired from their job.

33 Well, your -- your -- your entire populace is filled with
34 miners that if they ever get caught smoking weed, every -- pee
35 dirty. And marijuana's in your system for 30 days. If they ever
36 get caught dirt -- dirty, they're going to lose their job.

37 You're talking about destroying people's lives, uprooting
38 entire families, making them move away from serenity.

39 COMMISSIONER CLARK: It's a personal decision. That's --

40 FRANK STEPHENS: You're right.

1 COMMISSIONER CLARK: -- constitutional.
2 FRANK STEPHENS: You're absolutely right.
3 COMMISSIONER CLARK: Freedom of choice.
4 FRANK STEPHENS: It's freedom of choice. But the county --
5 COMMISSIONER CLARK: Joe?
6 FRANK STEPHENS: What I'm trying to say is you don't have
7 to be okay with it. You don't have to --
8 COMMISSIONER CLARK: Joe?
9 FRANK STEPHENS: -- say, we think it's all right.
10 JOSEPH RAMOS: I --
11 COMMISSIONER WAITS: (Indiscernible.)
12 JOSEPH RAMOS: -- I -- I -- I think -- Mr. Stevens? Is
13 that correct?
14 FRANK STEPHENS: That's correct, sir?
15 COMMISSIONER WAITS: Right?
16 COMMISSIONER BAKKER: Right.
17 JOSEPH RAMOS: In all fairness.
18 FRANK STEPHENS: Dr. Ramos. I don't want to address you
19 wrong. I'm sorry.
20 JOSEPH RAMOS: No. You can call me -- you -- you don't
21 have to call me commissioner or --
22 FRANK STEPHENS: Yeah. Sorry.
23 JOSEPH RAMOS: -- Joe. You just call me whatever.
24 You can call me --
25 COMMISSIONER BAKKER: Call him a --
26 JOSEPH RAMOS: -- a car --
27 COMMISSIONER BAKKER: -- used car salesman.
28 JOSEPH RAMOS: -- cartel --
29 FRANK STEPHENS: You seem like a --
30 JOSEPH RAMOS: -- or car salesman.
31 FRANK STEPHENS: -- good person. I didn't mean to label
32 you as a used car salesman.
33 JOSEPH RAMOS: No, no, no. And -- and -- and -- and what I
34 say to you, please don't take personally. You -- you seem like
35 a guy I'd be friends with.
36 But several things that you've said, by a response. And the
37 first thing is, is that a lot of what you've said -- you talked a
38 like a well-seasoned politician in that you talked in a circle.
39 And I want to -- I want to point a couple of those because
40 I -- I'd like to hear what you have to say about it.

1 You first said that you kicked in doors and arrested people
2 and many people that had felonies for marijuana.
3 FRANK STEPHENS: Absolutely.
4 JOSEPH RAMOS: You then went on to say that by creating
5 this, we're creating laws to make a lot more criminals.
6 FRANK STEPHENS: That's true.
7 JOSEPH RAMOS: You said that; right?
8 And at the same time then you said, 46 percent decrease in
9 arrests made perfect sense because it wasn't -- it wasn't a crime
10 anymore.
11 FRANK STEPHENS: It was decriminalized by the state.
12 JOSEPH RAMOS: Forty-six percent less arrests.
13 FRANK STEPHENS: That's true. But it's delegalized,
14 though. It's -- it's -- the state's -- it's still -- that it's
15 still -- this state has deemed it illegal -- or legal --
16 JOSEPH RAMOS: Legal.
17 FRANK STEPHENS: -- to --
18 And so the number of marijuana arrests obviously decreased.
19 JOSEPH RAMOS: Yeah. So -- so by making it legal, the
20 number of marijuana arrests -- arrests decreased.
21 FRANK STEPHENS: Absolutely.
22 JOSEPH RAMOS: That's what you just said.
23 By make- -- by -- by allowing a legal activity here, how
24 are we going to increase, then, this criminal population that
25 you -- or that you --
26 COMMISSIONER WAITS: Gentleman, could I interrupt here? I
27 think -- I don't think your discussion --
28 JOSEPH RAMOS: Oh.
29 COMMISSIONER WAITS: -- is --
30 JOSEPH RAMOS: Okay.
31 COMMISSIONER WAITS: -- going to change the mind --
32 JOSEPH RAMOS: No.
33 COMMISSIONER WAITS: -- of the commissioners.
34 But I think it's very important. And perhaps you'd like to
35 continue that after.
36 COMMISSIONER BAKKER: Excellent.
37 FRANK STEPHENS: Can I --
38 JOSEPH RAMOS: I just --
39 FRANK STEPHENS: -- say one comment?
40 JOSEPH RAMOS: -- (indiscernible) permission to -- here's

1 the one last thing.
2 It -- regarding to -- to -- to jobs. Because this is about
3 the county. And this is about -- this is about the public. It's
4 every bit about it.
5 And -- and I -- ask everybody in the room to raise their
6 hands who doesn't do marijuana and ask them how many people after
7 it's legal are going to start doing it.
8 Okay. But we're going to drive people out of jobs. There's
9 going to be positive piss tests everywhere. People are going to
10 be losing their families. It's now going to be in all these
11 homes. See, the truth is -- here's what the truth is. People who
12 do marijuana are going to use marijuana.
13 FRANK STEPHENS: That's correct.
14 JOSEPH RAMOS: And it's already there.
15 FRANK STEPHENS: They're just not going to get arrested.
16 JOSEPH RAMOS: You're not -- your kids aren't going to
17 start using it. My kids aren't going to start using it.
18 Because it ain't going to be in my house now that it's legal.
19 So -- so the argument that we've -- that we've hurt the citizens
20 of Lander County -- and I think that's where you referred to me
21 as a cartel member.
22 FRANK STEPHENS: It -- well, it's a legal -- legal --
23 JOSEPH RAMOS: You just --
24 FRANK STEPHENS: -- drug cartel member.
25 JOSEPH RAMOS: -- you just --
26 FRANK STEPHENS: He's a cartel member.
27 JOSEPH RAMOS: -- saw there's nobody --
28 COMMISSIONER WAITS: It's not --
29 JOSEPH RAMOS: -- in this --
30 COMMISSIONER BAKKER: I know.
31 JOSEPH RAMOS: -- room --
32 COMMISSIONER WAITS: -- discussion time.
33 COMMISSIONER BAKKER: Doug, --
34 JOSEPH RAMOS: -- who's going to --
35 FRANK STEPHENS: Okay.
36 JOSEPH RAMOS: -- start using.
37 COMMISSIONER BAKKER: -- get it in hand.
38 JOSEPH RAMOS: -- it. So as the commission --
39 FRANK STEPHENS: I don't need to --
40 JOSEPH RAMOS: -- considers me, --

1 CHAIRMAN MILLS: Okay.

2 JOSEPH RAMOS: -- I think that there's -- I think that the
3 circleness of the arguments, the hollowness of some of the
4 concerns needs to be taken in perspective. That's all I would
5 ask here.

6 FRANK STEPHENS: Can I say one thing before you make your
7 decision?

8 CHAIRMAN MILLS: Quickly.

9 FRANK STEPHENS: I'm disheartened by the fact that I feel
10 like your decision was made before you listened to me.

11 DISTRICT ATTORNEY HERRERA: (To Jeanne Falzone.)
12 (Indiscernible.)

13 FRANK STEPHENS: And I understand that -- where you guys
14 have a --

15 JEANNE FALZONE: (To District Attorney Herrera.)
16 (Indiscernible.)

17 FRANK STEPHENS: -- job to do. But I would wholeheartedly
18 request that you at least table this --

19 DISTRICT ATTORNEY HERRERA: (To Jeanne Falzone.)
20 (Indiscernible.)

21 FRANK STEPHENS: -- until you do a risk analysis to
22 determine -- look under the hood. There's no reason not to.

23 DISTRICT ATTORNEY HERRERA: (To Jeanne Falzone) Yeah.

24 FRANK STEPHENS: We've got no -- it's -- there's no benefit
25 to us for not looking. Is -- what's it going to -- all you're
26 going to say is that your -- your reason for proceeding so
27 quickly is because the Indian -- the Indian colony wants to do
28 it? And they haven't done it, but they may do it.

29 But even if they did, the -- is that going to prevent us
30 from then allowing our own cultivation center to go in?
31 The answer's probably no.

32 And I think you could ask the -- the dis- -- I defer to the
33 district attorney that I believe that there's no rush in this.
34 And I would request -- respectfully request that you at least
35 table this until a risk analysis is done, someone can tell what
36 is at risk for our -- for the people.

37 CHAIRMAN MILLS: Okay. Understood.

38 Do we have any other public comment? Anyone else have
39 anything they'd like to say?

40 COMMISSIONER BAKKER: Okay.

1 CHAIRMAN MILLS: Okay.
2 So, again, Sean made a motion. Art seconded.
3 All those in favor?
4 COMMISSIONER BAKKER: Aye.
5 COMMISSIONER CLARK: Aye.
6 CHAIRMAN MILLS: Aye.
7 Opposed?
8 COMMISSIONER ALLAN: Nay.
9 COMMISSIONER WAITS: Nay.
10 CHAIRMAN MILLS: Okay.
11 COMMISSIONER CLARK: Thank you, --
12 CHAIRMAN MILLS: Thank you for --
13 COMMISSIONER CLARK: -- Joe.
14 CHAIRMAN MILLS: -- the spirited --
15 COMMISSIONER CLARK: Thanks, --
16 CHAIRMAN MILLS: -- discussion.
17 COMMISSIONER CLARK: -- Frank.
18 COMMISSIONER BAKKER: Thank you, guys.
19 Are we taking a lunch or are we moving on?
20 COMMISSIONER WAITS: We o- -- we've just got a couple --
21 COMMISSIONER BAKKER: I'm --
22 COMMISSIONER WAITS: -- quick --
23 COMMISSIONER BAKKER: -- I'm --
24 COMMISSIONER WAITS: -- ones.
25 COMMISSIONER BAKKER: -- being --
26 CHAIRMAN MILLS: Well, we've only --
27 COMMISSIONER WAITS: You're being --
28 COMMISSIONER BAKKER: I'm just joking.
29 COMMISSIONER WAITS: -- funny?
30 CHAIRMAN MILLS: Yeah.
31 COMMISSIONER BAKKER: Yeah. I'm being --
32 COMMISSIONER WAITS: Yeah.
33 COMMISSIONER BAKKER: -- funny, Patsy.
34 COMMISSIONER WAITS: Please.
35 COMMISSIONER BAKKER: Let's get this --
36 CHAIRMAN MILLS: Holy cow.
37 COMMISSIONER BAKKER: -- over with.
38 COMMISSIONER ALLAN: Yeah.
39 CHAIRMAN MILLS: I didn't realize --
40 COMMISSIONER ALLAN: Can we just hurry it --

1 CHAIRMAN MILLS: -- it was that late.
2 COMMISSIONER WAITS: My humor was lost when --
3 CHAIRMAN MILLS: Okay. We're on --
4 COMMISSIONER WAITS: -- we were alive.
5 CHAIRMAN MILLS: -- Item Number 10.
6

- 7 **10) Discussion and possible action to cancel the special meeting**
8 **date of January 2, 2019, to select a date and time of a**
9 **special meeting, preferably on January 7, 2019, for newly**
10 **elected Lander County Commissioners to select a**
11 **chair/vice-chair for 2019, and appointment of a Lander County**
12 **commissioner(s) to various 2019 advisory boards, and to**
13 **cancel the regular commission meeting of January 10, 2019,**
14 **and all other matters properly related thereto.**
15

16 CHAIRMAN MILLS: Discussion and possible action to cancel
17 the special meeting date of January 2nd, 2019, to select a date
18 and time of special meeting, preferably on January 7th, 2019,
19 for newly elected Lander County Commissioners to select a chair
20 or vice-chair for 2019, and appointment of a Lander County
21 commissioner -- and appointment of Lander County commissioners
22 to various 2019 advisory boards, and to cancel the regular
23 commission meeting of January 10, 2019, and all other matters
24 properly related thereto.

25 KEITH WESTENGARD: So this came about -- I know we did come
26 before you a meeting or two ago to ask for the January 2nd
27 swearing in and special meeting. There was an NRS that was
28 brought forth that prohibits us from doing that.

29 We -- we -- we can't do anything until January 7th. NRS
30 states it has to be the first few -- first full judiciary week
31 of the new year on an e- -- on an odd-numbered year, which 2019
32 is.

33 So technically the new commissioners aren't even -- have --
34 have no authority until January 7th.

35 COMMISSIONER WAITS: They're sworn in but north already.
36 Okay. We've already canceled --

37 KEITH WESTENGARD: So --

38 COMMISSIONER WAITS: -- the 10th. So I'll make a motion
39 that we change our commission meeting to January 7th at 9:00
40 a.m.

Cases
Case Search
Participant Search

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Case Information: 87849

Short Caption:	GONZALES (CRISTIAN) VS. STATE	Court:	Supreme Court
Lower Court Case(s):	Lander Co. - Eleventh Judicial District - 15CR-2023-0107	Related Case(s):	82610
Disqualifications:		Classification:	Criminal Appeal - Or
Replacement:		Case Status:	Briefing in Progress
To SP/Judge:		Panel Assigned:	Panel
Oral Argument:		SP Status:	
Submission Date:		Oral Argument Location:	
		How Submitted:	

+ Party Information

+ Due Items

Docket Entries

Date	Type	Description
01/05/2024	Filing Fee	Appeal Filing Fee Waived. Criminal. (SC)
01/05/2024	Notice of Appeal Documents	Filed Notice of Appeal. Appeal docketed in the Supreme Court this day. (Docketing statement & appellant.). (SC)
01/05/2024	Notice/Outgoing	Issued Notice to File Case Appeal Statement/Criminal. Due date: 7 days. (SC)
02/09/2024	Order:Procedural	Filed Order Directing the Filings of Required Documents. Appellant's notice of appeal was doct notice of appeal was not accompanied by a case appeal statement. Therefore, on January 5, 202 appellant to file the case appeal statement within 7 days. To date, appellant has failed to comply appellant has also failed to file the transcript request form and docketing statement. According of this order, file and serve the case appeal statement, transcript request form or certificate that docketing statement. (SC)
02/22/2024	Docketing Statement	Filed Appellant's Docketing Statement. (REJECTED PER NOTICE FILED ON 2/22/2024). (SC)
02/22/2024	Notice/Outgoing	Issued Notice of Rejection of Filed Document. (SC)
02/23/2024	Motion	Filed Appellant's Motion to Extend Time to File Documents. (SC)
02/23/2024	Notice/Outgoing	Issued Notice to Provide Proof of Service. Due date: 7 days. (SC)
02/28/2024	Notice/Incoming	Filed Appellant's Proof of Service for Motion for Extension. (SC)
02/28/2024	Order:Procedural	Filed Order. Appellant's motion for an extension of time is granted to the following extent. NR: days from the date of this order to file and serve the case appeal statement and docketing staten request form. (SC)
02/29/2024	Docketing Statement	Filed Appellant's Docketing Statement. (SC)
03/18/2024	Order:Procedural	Filed Order Conditionally Imposing Sanctions. Conditional sanction of \$250 due: 7 days or cas due: 7 days. (SC)
03/19/2024	Notice of Appeal Documents	Filed Appellant's Case Appeal Statement. (SC)
03/21/2024	Transcript Request	Filed Appellant's Request for Transcript of Proceedings. Transcripts requested: 12/5/2023. To C

[Combined Case View](#)