

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

December 19, 2019

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

Also Via Teleconference At

**AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA**

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 commission meeting. All public comment may be limited to three (3) minutes per person, at the discretion of the commission.

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

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

CONSENT AGENDA

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

- (1) Approval of December 19, 2019 Agenda Notice
- (2) Approval of May 23, 2019 Meeting Minutes
- (3) Approval of July 11, 2019 Meeting Minutes
- (4) Approval of July 25, 2019 Meeting Minutes
- (5) Approval of October 10, 2019 Meeting Minutes
- (6) Approval of October 24, 2019 Meeting Minutes
- (7) Approval of November 7, 2019 Meeting Minutes
- (8) Approval of November 25, 2019 Special Meeting Minutes
- (9) Approval of December 5, 2019 Meeting Minutes
- (10) Approval of the Payment of Bills

COMMISSIONERS

- (1) **9:10 A.M.**
PUBLIC HEARING: For possible action, to approve/disapprove the adoption of Ordinance 2019-02 initiating the dissolution of the Lander County Combined Sewer and Water District #2 General Improvement District and its Board of Trustees
- (2) **9:30 A.M.**
PUBLIC HEARING: For possible action, to approve/disapprove the adoption of Ordinance 2019-01 amending Title 15, Chapter 12 of the Lander County Code by Repeal and Amendment, to adopt the 2018 Building Codes, and provide simpler updating thereof and approve the chair or vice chair to sign.
- (3) **COMMISSIONERS:** Update and information regarding future planning, historical designation of the old courthouse, non-profit status and budgetary items from Lander County Citizens for Historic Preservation, presented by Colt and Amy Nelson.
- (4) **COMMISSIONERS:** For possible action, to approve/disapprove the appointment of one individual to serve on the Board of the Lander County Planning Commission, which currently has two (2) openings; four year terms, term ending June 30, 2020 and to consider all of the following applicants to include:
 - a) Jerry Annis

- (5) **COMMISSIONERS:** For possible action, to approve/disapprove the appointment of one individual to serve on the Board of Lander County Equalization, which currently has one (1) opening; four year terms, term ending June 30, 2020 and to consider all of the following applicants to include:
 - a) Marla J. Sam
- (6) **ASSESSORS:** For possible action, to approve/disapprove the modified Aerial Photography Contract with Pictometry and approve the chair or vice chair to sign.
- (7) **UNIVERSITY OF NEVADA RENO EXTENSION-LANDER COUNTY:** For possible action, to approve/disapprove the budget carryover spend down plan as presented by Holly Gatzke of the University of Nevada Reno Extension.
- (8) **UNIVERSITY OF NEVADA RENO EXTENSION-LANDER COUNTY:** For possible action, to approve/disapprove proclamation 2019-03 to declare January as National Radon Action month and approve the chair or vice chair to sign.
- (9) **COUNTY MANAGER:** Discussion and information regarding a financial update and direction for the FY 2020/2021 Budget, presented by Cindy Benson, Lander County Fiscal Officer.
- (10) **COUNTY MANAGER:** For possible action, to accept or deny the fiscal year 2018/2019 audit report after a slide show presentation by CPA Chad B. Atkinson of Hinton Burdick CPA'S and advisors.
- (11) **COUNTY MANAGER:** For possible action, to approve/disapprove a closure of all Lander County buildings at 12:00 pm on December 24, 2019, with the exception of the Lander County Senior Centers, to close any time after 1:00 pm. This is not a dedicated holiday.
- (12) **COUNTY MANAGER:** For possible action, approve/disapprove the modified Interstate Interlocal Contract between Lander County and the State of Nevada acting by and through its Department of Health and Human Services, Division of Health Care Financing and Policy and Division of Welfare and Supportive Services for medical assistance provided in Nevada under authority of Title XIX of the Social Security Act; contract without modifications having been previously approved on July 11, 2019, at a regularly scheduled Lander County Commissioner meeting. It is also requested to approve the chair or vice chair to sign.

- (13) **COUNTY MANAGER:** For possible action, on current and updated information regarding the airport waterline loop and direction from the County Commissioners on an option to proceed, including but not limited to, easements, relocation, addition of water tanks or eminent domain, as presented by Aaron Martinez of AM Engineering.
- (14) **CLERK'S OFFICE:** For possible action, to approve/disapprove a contract between the Lander County Clerk and Tyler Technologies and approve the chair or vice chair to sign.

CORRESPONDENCE

- (15) Correspondence/reports/potential upcoming agenda items.

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

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.

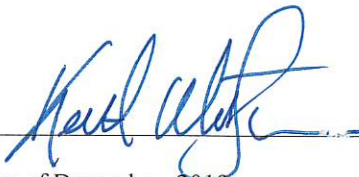
NOTICE: Any member of the public that would like to request any supporting material from the meeting, please contact the clerk's office, 50 State Route 305, Battle Mountain, Nevada 89820 (775) 635-5738.

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 by 9:00am on the 13th day of December, 2019, he posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse, 4) Swackhamer's Plaza Bulletin Board, 5) Kingston Community Hall Bulletin Board, and 6) Austin Courthouse in said Lander County, where proceedings are pending.

Keith Westengard, Lander County Manager



Subscribed and sworn to before me this 13th day of December, 2019.

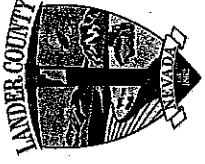
Witness



Name of Agenda: Lander County Commission

Date of Meeting: December 19, 2019

Cindy Benson
Lander County Fiscal Officer



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

DATE

Cindy Benson

Fiscal Officer

12-04-19

LANDER COUNTY COMMISSION MEETING

December 19, 2019

RATIFY

SUBMITTED EXPENDITURES IN THE AMOUNT OF \$263,832.38

From Check #205810 thru #205884

EFT #1026

Check Register

Lander County, NV

Packet: APPKT00271 - 12/4/19 - AP CHECK 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						
210490	PANDERA SYSTEMS, LLC	12/04/2019	EFT	0.00	15,240.00	1026
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
TLINV10480A	Invoice	11/26/2019	CONSULTING ENGAGEMENTS - 10/15/19	0.00	15,240.00	
001-005-59205		PROFESSIONAL SERVICES		CONSULTING ENGAGEMENTS	15,240.00	
209932	A.M. ENGINEERING	12/04/2019	Regular	0.00	113,692.28	205810
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
183.000_11	Invoice	11/21/2019	AIRPORT WATERLINE PROJECT	FA-17	0.00	23,062.50
055-000-53946		WATER PROJECT		AIRPORT WATERLINE PROJ	23,062.50	
251.000_05	Invoice	11/21/2019	BM SAFE ROUTES TO SCHOOLS	FA-16	0.00	37,500.00
055-000-54010		NEW FIXED ASSETS		BM SAFE ROUTES TO SCHO	37,500.00	
257.000_03	Invoice	11/21/2019	OLD 8A TRANSMISSION LOOP	FA-36	0.00	53,129.78
226-000-54010		NEW FIXED ASSETS		OLD 8A TRANSMISSION LO	53,129.78	
209890	ADVANCED KIOSKS	12/04/2019	Regular	0.00	1,815.77	205811
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
JM1019-478	Invoice	11/25/2019	KIOSK CLOUD SOLUTION / WINDOWS 10		0.00	1,815.77
046-000-59500		SPECIAL PROJECTS		KIOSK CLOUD SOLUTION /	1,815.77	
002902	ALPHA CARD SYSTEMS, LLC	12/04/2019	Regular	0.00	46.90	205812
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV6337934	Invoice	11/20/2019	CARDS FOR ID CARD PRINTER		0.00	46.90
001-012-53560		MAINTENANCE/CONTRA		CARDS FOR ID CARD PRINT	46.90	
003323	AMAZON CAPITAL SERVICES	12/04/2019	Regular	0.00	689.88	205813
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1FK7-W6RM-RH	Invoice	11/21/2019	SHEET PROTECTORS/CALCULATOR PAPER/		0.00	205.00
001-012-53920		SERVICE AND SUPPLIES		SHEET PROTECTORS/CALC	205.00	
1K3C-6LP4-M1GY	Invoice	11/19/2019	TONER		0.00	484.88
001-013-53920		SERVICE AND SUPPLIES		TONER	484.88	
208866	AMPED-OUT-ELECTRICAL, LLC	12/04/2019	Regular	0.00	4,164.40	205814
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
3418	Invoice	11/25/2019	BM AIRPORT WIND MONITORING		0.00	4,164.40
001-005-59205		PROFESSIONAL SERVICES		BM AIRPORT WIND MONIT	4,164.40	
210274	AQUA SOURCE	12/04/2019	Regular	0.00	3,636.46	205815
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
39790	Invoice	11/21/2019	ACID RITE TABLETS		0.00	3,636.46
052-055-53920		SERVICE AND SUPPLIES		ACID RITE TABLETS	3,636.46	
209923	AT&T	12/04/2019	Regular	0.00	2,799.00	205816

Check Register

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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	
11/17/19	Invoice	11/17/2019	775 74C-1421 135 2 - 911 SYSTEM	0.00	2,799.00	
001-012-53931		EMERGENCY 911		775 74C-1421 135 2 - 911	2,799.00	
208281	ATLANTIS CASINO RESORT	12/04/2019	Regular	0.00	126.18	205817
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1247678/3104	Invoice	11/21/2019	EDGAR, ALYSSA - TRAINING FOR EUTHAN	0.00	126.18	
001-014-53940		TRAVEL AND TRAINING		EDGAR, ALYSSA - TRAININ	126.18	
000218	B M GENERAL HOSPITAL	12/04/2019	Regular	0.00	1,123.12	205818
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
10/26/19 - 10/30	Invoice	11/27/2019	TRAVEL REIMBURSEMENT - LEPC FIRESHO	0.00	1,123.12	
001-050-59354		SERC EXPENSE		TRAVEL REIMBURSEMENT	1,123.12	
001275	BLUE MOON PORTABLES	12/04/2019	Regular	0.00	250.00	205819
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
20267	Invoice	11/15/2019	2 UNITS AT GBC	0.00	250.00	
001-009-53560		MAINTENANCE/CONTRA		2 UNITS AT GBC	250.00	
004018	BOARD OF REGENTS	12/04/2019	Regular	0.00	138.00	205820
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
65465/5071	Invoice	11/04/2019	WATER SAMPLE TESTING	0.00	138.00	
036-000-53981		WATER TESTING		WATER SAMPLE TESTING	138.00	
000253	BOB BARKER COMPANY, INC.	12/04/2019	Regular	0.00	272.82	205821
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
UT1000516679	Invoice	11/18/2019	TROUSERS & SOCKS	0.00	209.03	
001-013-53740		PRISONERS SUPPLY		TROUSERS & SOCKS	209.03	
UT1000516882	Invoice	11/20/2019	TOOTHPASTE	0.00	63.79	
001-013-53740		PRISONERS SUPPLY		TOOTHPASTE	63.79	
000506	BROADWAY TRUCK STOPS	12/04/2019	Regular	0.00	69.83	205822
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
096601042952	Invoice	11/20/2019	PROPANE	0.00	69.83	
052-052-53360		GAS AND OIL		PROPANE	93.31	
052-052-53360		GAS AND OIL		PROPANE	-23.48	
209125	B-TOWN CAR WASH	12/04/2019	Regular	0.00	64.20	205823
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2091	Invoice	11/20/2019	CAR WASH	0.00	64.20	
002-066-53920		SERVICE AND SUPPLIES		CAR WASH	64.20	
210407	CASSIDY & ASSOCIATES, INC.	12/04/2019	Regular	0.00	15,000.00	205824
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
3667	Invoice	12/01/2019	DECEMBER 2019	0.00	15,000.00	
001-005-59205		PROFESSIONAL SERVICES		DECEMBER 2019	15,000.00	
210271	CHANCE ELLIS	12/04/2019	Regular	0.00	100.00	205825

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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	
1912010008	Invoice	12/01/2019	AUSTIN EMS RUN	0.00	100.00	
001-016-51032		VOLUNTEER STIPEND		AUSTIN EMS RUN	100.00	
207592	CHIP COLPITTS	12/04/2019	Regular	0.00	50.00	205826
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1912010008	Invoice	12/01/2019	AUSTIN EMS RUN	0.00	50.00	
001-016-51032		VOLUNTEER STIPEND		AUSTIN EMS RUN	50.00	
004604	DESERT DISPOSAL	12/04/2019	Regular	0.00	449.00	205827
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9BK00307/119	Invoice	11/20/2019	TRASH REMOVAL	0.00	54.00	
001-009-53980		UTILITIES		TRASH REMOVAL	27.00	
012-066-53980		UTILITIES		TRASH REMOVAL	27.00	
9BK00308/863	Invoice	11/20/2019	TRASH REMOVAL	0.00	52.00	
052-055-53980		UTILITIES		TRASH REMOVAL	52.00	
9BK00310/2562	Invoice	11/20/2019	TRASH REMOVAL	0.00	85.00	
001-009-53980		UTILITIES		TRASH REMOVAL	85.00	
9BK00317/5226	Invoice	11/20/2019	TRASH REMOVAL	0.00	123.00	
052-053-53980		UTILITIES		TRASH REMOVAL	25.00	
052-057-53980		UTILITIES		TRASH REMOVAL	56.00	
052-062-53980		UTILITIES		TRASH REMOVAL	42.00	
9BK00465/7431	Invoice	11/20/2019	TRASH REMOVAL	0.00	98.00	
001-012-53920		SERVICE AND SUPPLIES		TRASH REMOVAL	41.00	
001-013-53920		SERVICE AND SUPPLIES		TRASH REMOVAL	41.00	
001-014-53920		SERVICE AND SUPPLIES		TRASH REMOVAL	16.00	
9BK00561/1347	Invoice	11/20/2019	TRASH REMOVAL	0.00	37.00	
236-000-53980		UTILITIES		TRASH REMOVAL	37.00	
209941	DEVNET INC.	12/04/2019	Regular	0.00	11,407.40	205828
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0711.7638	Invoice	12/02/2019	JANUARY 2020 - MARCH 2020 - SOFTWARE	0.00	11,407.40	
029-000-53033		COMPUTER PROGRAMS		JANUARY 2020 - MARCH 2	11,407.40	
002076	ELIZABETH BARELA	12/04/2019	Regular	0.00	275.04	205829
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
10/16/19 - 10/18	Invoice	11/26/2019	TRAVEL REIMBURSEMENT - RENO HR CO	0.00	275.04	
001-021-53940		TRAVEL AND TRAINING		TRAVEL REIMBURSEMENT	275.04	
001186	ELKO TROPHY & ENGRAVING	12/04/2019	Regular	0.00	292.00	205830
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
7385	Invoice	11/21/2019	STAMPS	0.00	292.00	
001-023-53920		SERVICE AND SUPPLIES		STAMPS	292.00	
001561	FLYERS ENERGY LLC	12/04/2019	Regular	0.00	1,804.60	205831
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
CFS2111133/120	Invoice	11/15/2019	SHERIFF DEPT FUEL	0.00	1,804.60	
001-012-53360		GAS AND OIL		SHERIFF DEPT FUEL	1,615.17	
001-014-53360		GAS AND OIL		SHERIFF DEPT FUEL	189.43	
210007	FRONTIER COMMUNITY ACTION AG	12/04/2019	Regular	0.00	884.50	205832

Check Register

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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	
11/4/19 - 11/27/ 025-000-59959	Invoice	12/02/2019	GRANT REIMBURSEMENT	0.00	884.50	
		GRANT-BM UTILITIES		GRANT REIMBURSEMENT	884.50	
004463	GEM ST. PAPER & SUPPLY CO	12/04/2019	Regular	0.00	337.92	205833
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2006092	Invoice	11/21/2019	CLEANER / RING REMOVER /	URINAL SCR	0.00	56.44
001-009-59260		JANITORIAL		CLEANER / RING REMOVE		56.44
2006166	Invoice	11/21/2019	MINERAL REMOVER / TOILET PAPER / POT		0.00	106.10
001-009-59260		JANITORIAL		MINERAL REMOVER / TOIL		106.10
2006168	Invoice	11/21/2019	TISSUE / COPY PAPER		0.00	175.38
001-006-53920		SERVICE AND SUPPLIES		TISSUE / COPY PAPER		175.38
208668	GEO-GRAPHICS	12/04/2019	Regular	0.00	4,011.85	205834
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
191130	Invoice	11/30/2019	MAPPING SERVICES		0.00	4,011.85
001-006-53600		MAPPING AND PLOTTIN		MAPPING SERVICES		4,011.85
210250	HOLLAND AUTO PARTS	12/04/2019	Regular	0.00	809.12	205835
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
15406-14085	Invoice	11/20/2019	BATTERIES		0.00	374.13
002-066-53880		REPAIR & MAINTENANC		BATTERIES		374.13
15406-14086	Invoice	11/20/2019	ANTIFREEZE		0.00	4.79
002-066-53360		GAS AND OIL		ANTIFREEZE		4.79
15406-14087	Credit Memo	11/20/2019	CORE RETURNS		0.00	-66.00
002-066-53880		REPAIR & MAINTENANC		CORE RETURNS		-66.00
15406-14090	Invoice	11/20/2019	BATTERY CABLE		0.00	10.39
002-066-53880		REPAIR & MAINTENANC		BATTERY CABLE		10.39
15406-14098	Invoice	11/20/2019	HEADLAMP / RAGS		0.00	40.39
226-000-53920		SERVICE AND SUPPLIES		HEADLAMP / RAGS		40.39
15406-14130	Invoice	11/21/2019	CHARGER / MAINTAINER		0.00	45.99
002-066-53880		REPAIR & MAINTENANC		CHARGER / MAINTAINER		45.99
15406-14159	Invoice	11/21/2019	WELDER		0.00	399.43
011-058-53920		SERVICE AND SUPPLIES		WELDER		399.43
210533	HUMBOLDT FORD, INC.	12/04/2019	Regular	0.00	51.54	205836
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
16661	Invoice	11/22/2019	PERFORM LUBE, OIL AND FILTER SERVICE		0.00	51.54
001-006-53880		REPAIR & MAINTENANC		PERFORM LUBE, OIL AND F		51.54
001287	IAAO	12/04/2019	Regular	0.00	220.00	205837
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1/1/20 - DUVALL	Invoice	12/03/2019	MEMBERSHIP DUES - LURA E. DUVALL		0.00	220.00
001-006-53260		DUES AND SUBSCRIPTIO		MEMBERSHIP DUES - LUR		220.00
210534	JAMES D LEWIS	12/04/2019	Regular	0.00	48.80	205838
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
11/26/19	Invoice	12/03/2019	REFUND/OVERPAYMENT PARCEL #001-10		0.00	48.80
001-000-31045		REFUNDS		REFUND/OVERPAYMENT P		48.80
210217	JAUNITA MCKEEN	12/04/2019	Regular	0.00	100.00	205839

Check Register

Packet: APPKT00271-12/4/19 - AP CHECK RUN

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	
1912010008	Invoice	12/01/2019	AUSTIN EMS RUN	0.00	100.00	
001-016-51032		VOLUNTEER STIPEND		AUSTIN EMS RUN	100.00	
210310	JOANNE C. BIVENS	12/04/2019	Regular	0.00	40.00	205840
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
11/21/19	Invoice	11/21/2019	CLEAN COMMUNITY HALL	0.00	40.00	
035-000-53920		SERVICE AND SUPPLIES		CLEAN COMMUNITY HALL	40.00	
208607	KINGS KUSTOM EMBROIDERY	12/04/2019	Regular	0.00	1,215.44	205841
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2359 / 2360	Invoice	12/02/2019	ASSESSOR UNIFORMS	0.00	1,215.44	
001-006-53920		SERVICE AND SUPPLIES		ASSESSOR UNIFORMS	1,215.44	
000826	KINGSTON TOWN WATER UTILITY	12/04/2019	Regular	0.00	873.56	205842
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
11/21/19	Invoice	11/21/2019	DEBIT REIMBURSEMENTS KTWU CHECKIN	0.00	873.56	
035-000-53920		SERVICE AND SUPPLIES		DEBIT REIMBURSEMENTS	24.60	
036-000-53360		GAS AND OIL		DEBIT REIMBURSEMENTS	83.04	
036-000-53920		SERVICE AND SUPPLIES		DEBIT REIMBURSEMENTS	765.92	
002236	L C SEWER & WATER DIST #2	12/04/2019	Regular	0.00	1,030.19	205843
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
10/31/19 - 11/26	Invoice	12/03/2019	AUSTIN WATER & SEWER	0.00	1,030.19	
001-009-53980		UTILITIES		ACCT #183 - COURT HOUS	83.05	
001-013-53980		UTILITIES		ACCT #182 - JAIL	83.05	
001-015-53980		UTILITIES		ACCT #184 - FIRE HALL	83.05	
001-016-53980		UTILITIES		ACCT #174 - AMBULANCE	83.05	
002-065-53980		UTILITIES		ACCT #167 - ROAD & BRID	16.71	
009-044-53980		UTILITIES		ACCT #175 - SENIOR CENT	83.05	
020-000-53980		UTILITIES		ACCT #277 - RODEO GROU	16.71	
020-000-53980		UTILITIES		ACCT #220 - R&B (KELLY BL	44.44	
020-000-53980		UTILITIES		ACCT #218 - KELLY BUILDI	44.44	
020-000-53980		UTILITIES		ACCT #215 - ROPING AREN	37.94	
020-000-53980		UTILITIES		ACCT #204 - YOUTH CENTE	16.71	
020-000-53980		UTILITIES		ACCT #8 - GRIDLEY STORE	16.71	
020-000-53980		UTILITIES		ACCT #148 - COMMUNITY	83.05	
020-000-53980		UTILITIES		ACCT #30 - GALLAGHER	16.71	
020-000-53980		UTILITIES		ACCT #297 - VISITOR CENT	83.05	
052-053-53980		UTILITIES		ACCT #291 - LOWER PARKS	16.71	
052-055-53980		UTILITIES		ACCT #159 - POOL/PARK	67.57	
052-062-53980		UTILITIES		ACCT #197 - LIBRARY	120.77	
052-063-53980		UTILITIES		ACCT #229 - CEMETARY H	16.71	
052-063-53980		UTILITIES		ACCT #289 - CEMETARY H	16.71	
002239	L.N. CURTIS & SONS	12/04/2019	Regular	0.00	569.00	205844
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV319385	Invoice	09/20/2019	BLWR EXHAUSTER	0.00	569.00	
001-005-59373		SAFETY EXPENSES		BLWR EXHAUSTER	569.00	
209008	LANDER COUNTY 4-H CLUB	12/04/2019	Regular	0.00	1,405.00	205845

Check Register

Packet: APPKT00271-12/4/19 - AP CHECK RUN

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	
8907	Invoice	12/03/2019	DONATION RECEIVED FROM	NEWMONT L	0.00	1,405.00
005-000-53050		AGRICULTURE EXTENSIO		DONATION RECEIVED FRO		1,405.00
209742	LANDER HARDWARE LLC	12/04/2019	Regular	0.00	250.63	205846
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
646031/145500	Credit Memo	10/21/2019	POWER STRIP		0.00	-10.49
052-055-53920		SERVICE AND SUPPLIES		POWER STRIP		-10.49
646853/145500	Invoice	11/19/2019	BUSHING / COUPLER		0.00	2.78
226-000-53880		REPAIR & MAINTENANC		BUSHING / COUPLER		2.78
646867/145500	Invoice	11/19/2019	FENDER WASHER / HAMMER		0.00	41.78
052-052-53920		SERVICE AND SUPPLIES		FENDER WASHER / HAMM		41.78
646875/145500	Invoice	11/20/2019	HEX BUSHING		0.00	6.99
002-066-53880		REPAIR & MAINTENANC		HEX BUSHING		6.99
646883/145500	Invoice	11/20/2019	BUILDING SUPPLIES		0.00	21.99
052-052-53920		SERVICE AND SUPPLIES		BUILDING SUPPLIES		21.99
646910/145500	Invoice	11/20/2019	COUPLER		0.00	7.99
002-066-53880		REPAIR & MAINTENANC		COUPLER		7.99
646933/145500	Invoice	11/21/2019	SHOVEL		0.00	18.99
226-000-53920		SERVICE AND SUPPLIES		SHOVEL		18.99
646956/145500	Invoice	11/22/2019	DRILL / BUILDING SUPPLIES		0.00	160.60
226-000-53920		SERVICE AND SUPPLIES		DRILL / BUILDING SUPPLIE		160.60
003055	LEXIS-NEXIS	12/04/2019	Regular	0.00	594.00	205847
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
3092300660	Invoice	10/31/2019	OCTOBER 2019		0.00	594.00
001-021-53520		LAW LIBRARY		OCTOBER 2019		594.00
209689	MYRA WALL	12/04/2019	Regular	0.00	207.00	205848
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
10/26/19 - 10/30	Invoice	12/02/2019	TRAVEL REIMBURSEMENT - LEPC FIRESHO		0.00	207.00
001-050-59354		SERC EXPENSE		TRAVEL REIMBURSEMENT		207.00
209979	NAPA AUTO PARTS	12/04/2019	Regular	0.00	329.99	205849
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
373249/52703	Invoice	11/19/2019	CORDLESS COMPRESSOR		0.00	329.99
052-052-53880		REPAIR & MAINTENANC		CORDLESS COMPRESSOR		329.99
003425	NATIONWIDE DRAFTING & OFFICE S	12/04/2019	Regular	0.00	339.58	205850
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
19-68714	Invoice	11/15/2019	GREEN BAR COMPUTER PAPER		0.00	339.58
001-003-53920		SERVICE AND SUPPLIES		GREEN BAR COMPUTER PA		339.58
002819	O.P.I.	12/04/2019	Regular	0.00	589.28	205851
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
AR258947/562	Invoice	10/28/2019	DISTRICT ATTORNEY		0.00	90.26
001-021-53560		MAINTENANCE/CONTRA		DISTRICT ATTORNEY		90.26
AR259345/562	Invoice	11/06/2019	DISTRICT ATTORNEY		0.00	29.99
001-021-53560		MAINTENANCE/CONTRA		DISTRICT ATTORNEY		29.99
AR259766/LC05	Invoice	11/18/2019	TREASURER		0.00	191.60

Check Register

Packet: APPKT00271-12/4/19 - AP CHECK RUN

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
001-003-53920		SERVICE AND SUPPLIES	TREASURER		191.60	
AR259890/567	Invoice	11/20/2019	RECORDER	0.00	20.86	
001-010-53560		MAINTENANCE/CONTRA	RECORDER		20.86	
AR259900/LC13	Invoice	11/20/2019	MANAGER-COMMISSIONER	0.00	39.05	
001-001-53920		SERVICE AND SUPPLIES	MANAGER-COMMISSIONER		39.05	
AR259915/570	Invoice	11/21/2019	SHERIFF DEPT	0.00	80.50	
001-012-53560		MAINTENANCE/CONTRA	SHERIFF DEPT		80.50	
AR259938/BM09	Invoice	11/21/2019	REC CENTER	0.00	69.13	
052-055-53920		SERVICE AND SUPPLIES	REC CENTER		69.13	
AR260053/LC01	Invoice	11/25/2019	ARGENTA JUSTICE COURT	0.00	66.27	
001-023-53920		SERVICE AND SUPPLIES	ARGENTA JUSTICE COURT		66.27	
AR260111/99	Invoice	11/26/2019	BM LIBRARY	0.00	1.62	
052-062-53920		SERVICE AND SUPPLIES	BM LIBRARY		1.62	
002906	PERFORMANCE COMPUTING	12/04/2019	Regular	0.00	5,760.00	205852
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1164078	Invoice	11/25/2019	ASSESSOR - LABOR	0.00	1,537.50	
001-035-53200		COMPUTER SERVICE		ASSESSOR - LABOR	1,537.50	
1164101	Invoice	11/25/2019	ASSESSOR	0.00	487.50	
001-035-53200		COMPUTER SERVICE		ASSESSOR	487.50	
1164102	Invoice	11/26/2019	ASSESSOR	0.00	1,345.00	
001-035-53200		COMPUTER SERVICE		ASSESSOR	1,345.00	
1164103	Invoice	11/26/2019	ASSESSOR	0.00	1,195.00	
001-035-53200		COMPUTER SERVICE		ASSESSOR	1,195.00	
1164104	Invoice	11/26/2019	ASSESSOR	0.00	1,195.00	
001-035-53200		COMPUTER SERVICE		ASSESSOR	1,195.00	
209822	POINT S BATTLE MTN TIRE & AUTO	12/04/2019	Regular	0.00	208.44	205853
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1056797	Invoice	11/21/2019	2 TIRES FOR WELDING TRAILER	0.00	92.00	
011-058-53880		REPAIR & MAINTENANC		2 TIRES FOR WELDING TRA	92.00	
1056816	Invoice	11/22/2019	UNIT 9 INSTALL TOGGLE SWITCH & PARTS	0.00	116.44	
001-012-53880		REPAIR & MAINTENANC		UNIT 9 INSTALL TOGGLE S	116.44	
209735	PRECISION DOCUMENT IMAGING	12/04/2019	Regular	0.00	6,134.00	205854
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2019587	Invoice	12/01/2019	ANNUAL SUPPORT	0.00	1,059.00	
001-010-53560		MAINTENANCE/CONTRA		ANNUAL SUPPORT	1,059.00	
2019588	Invoice	12/01/2019	ANNUAL HARDWARE & SOFTWARE SUPP	0.00	2,985.00	
001-010-53560		MAINTENANCE/CONTRA		ANNUAL HARDWARE & SO	2,985.00	
2019589	Invoice	12/01/2019	SCAN PRO 3000 / CANON DR 9050	0.00	2,090.00	
001-002-53560		MAINTENANCE/CONTRA		SCAN PRO 3000 / CANON	2,090.00	
210042	QT PETROLEUM ON DEMAND	12/04/2019	Regular	0.00	1,695.00	205855
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
78798	Invoice	12/03/2019	AUSTIN AIRPORT - PLATINUM SERVICE RE	0.00	1,695.00	
012-065-53880		REPAIR & MAINTENANC		AUSTIN AIRPORT - PLATIN	1,695.00	
003201	QUILL CORP	12/04/2019	Regular	0.00	2,665.29	205856

Check Register

Packet: APPKT00271-12/4/19 - AP CHECK RUN

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	
2653251/181948	Invoice	11/14/2019	SHELVING	0.00	2,474.89	
001-009-59260		JANITORIAL		SHELVING	2,474.89	
2792285/181948	Invoice	11/19/2019	STAPLES / RUBBER BANDS	0.00	49.44	
001-007-53920		SERVICE AND SUPPLIES		STAPLES / RUBBER BANDS	22.77	
001-009-59260		JANITORIAL		STAPLES / RUBBER BANDS	26.67	
2871981/181948	Invoice	11/22/2019	QUILL POINTS ANNUAL MEMBERSHIP	0.00	9.99	
001-001-53920		SERVICE AND SUPPLIES		QUILL POINTS MEMBERSH	9.99	
2891647/181948	Invoice	11/22/2019	USB 10 PK	0.00	76.99	
001-005-53920		SERVICE AND SUPPLIES		USB 10 PK	76.99	
2894200/181948	Invoice	11/22/2019	CALENDAR / PAPER PLATES	0.00	53.98	
001-007-53920		SERVICE AND SUPPLIES		CALENDAR / PAPER PLATES	53.98	
210304	QUILL CORP.	12/04/2019	Regular	0.00	1,312.91	205857
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2714047/824228	Invoice	11/15/2019	EPSON WORKFORCE	0.00	899.99	
052-055-53991		MINOR EQUIP/FURNITUR		EPSON WORKFORCE	899.99	
2716770/824228	Invoice	11/15/2019	FILE FOLDERS	0.00	41.98	
052-055-53920		SERVICE AND SUPPLIES		FILE FOLDERS	41.98	
2719306/824228	Invoice	11/15/2019	PARTITION FOLDERS/DINFCT/SHREDDER/	0.00	370.94	
052-055-53920		SERVICE AND SUPPLIES		PARTITION FOLDERS/DINF	370.94	
210292	QUILL CORP.	12/04/2019	Regular	0.00	330.93	205858
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2793444/279234	Invoice	11/19/2019	COPY PAPER / ENVELOPES	0.00	330.93	
001-012-53920		SERVICE AND SUPPLIES		COPY PAPER / ENVELOPES	330.93	
210535	REBECCA PARK	12/04/2019	Regular	0.00	207.00	205859
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
10/26/19 - 10/30	Invoice	12/02/2019	TRAVEL REIMBURSEMENT - LEPC FIRESHO	0.00	207.00	
001-050-59354		SERC EXPENSE		TRAVEL REIMBURSEMENT	207.00	
207450	RUBY MOUNTAIN WATER CO	12/04/2019	Regular	0.00	50.50	205860
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
814198	Invoice	10/18/2019	DISTRICT ATTORNEY - WATER	0.00	5.50	
001-021-53920		SERVICE AND SUPPLIES		DISTRICT ATTORNEY - WAT	5.50	
818345	Invoice	11/22/2019	SHERIFF DEPT - WATER	0.00	37.50	
001-012-53920		SERVICE AND SUPPLIES		SHERIFF DEPT - WATER	37.50	
818562	Invoice	11/22/2019	ARGENTA JUSTICE COURT - WATER	0.00	7.50	
001-023-53920		SERVICE AND SUPPLIES		ARGENTA JUSTICE COURT -	7.50	
005210	RVS SOFTWARE	12/04/2019	Regular	0.00	183.69	205861
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
162208/1558	Invoice	11/05/2019	WATER BILLS	0.00	183.69	
036-000-53920		SERVICE AND SUPPLIES		WATER BILLS	183.69	
003415	SHANNON THISS	12/04/2019	Regular	0.00	50.00	205862
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
11/21/19	Invoice	11/21/2019	CELL PHONE ALLOWANCE	0.00	50.00	
036-000-53980		UTILITIES		CELL PHONE ALLOWANCE	50.00	

Check Register

Packet: APPKT00271-12/4/19 - AP CHECK RUN

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
210236	SHAWN D SCHACHT	12/04/2019	Regular	0.00	250.00	205863
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
11/22/19 - ELKO	Invoice	11/22/2019	PICK UP TRUCK	0.00	50.00	
001-016-51032		VOLUNTEER STIPEND		PICK UP TRUCK	50.00	
11/27/19	Invoice	11/27/2019	STANDBY / MAINTENANCE	0.00	50.00	
001-016-51032		VOLUNTEER STIPEND		STANDBY / MAINTENANCE	50.00	
1911270025	Invoice	11/27/2019	AUSTIN EMS RUN	0.00	50.00	
001-016-51032		VOLUNTEER STIPEND		AUSTIN EMS RUN	50.00	
1911270033	Invoice	11/27/2019	AUSTIN EMS RUN	0.00	50.00	
001-016-51032		VOLUNTEER STIPEND		AUSTIN EMS RUN	50.00	
1912010008	Invoice	12/01/2019	AUSTIN EMS RUN	0.00	50.00	
001-016-51032		VOLUNTEER STIPEND		AUSTIN EMS RUN	50.00	
003749	SILVER STATE INTERNATIONAL	12/04/2019	Regular	0.00	494.10	205864
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SP535429	Invoice	11/04/2019	KIT/VALVE - CONNECTOR	0.00	428.87	
037-000-53880		REPAIR & MAINTENANC		KIT/VALVE - CONNECTOR	428.87	
SP536368	Invoice	11/11/2019	GASKETS / FUEL LINE SLEEVES	0.00	65.23	
037-000-53880		REPAIR & MAINTENANC		GASKETS / FUEL LINE SLEE	65.23	
002934	ST OF NV DIVISION OF FORESTRY	12/04/2019	Regular	0.00	1,000.00	205865
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
20-40-0025	Invoice	11/06/2019	CON CREW - ADULT LEAGUE FIELDS RM-2	0.00	1,000.00	
029-000-53880		REPAIR & MAINTENANC		CON CREW - ADULT LEAGU	1,000.00	
003697	STATEFIRE DC SPECIALTIES	12/04/2019	Regular	0.00	105.00	205866
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV0000002464	Invoice	10/04/2019	COMMUNITY HEALTH FIRE ALARM SYSTE	0.00	105.00	
001-009-53560		MAINTENANCE/CONTRA		COMMUNITY HEALTH FIRE	105.00	
209673	STEPHEN L. SMITH	12/04/2019	Regular	0.00	219.90	205867
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
11/20/19	Invoice	11/20/2019	TRAVEL TO RENO WITH WATER SAMPLE	0.00	219.90	
036-000-53940		TRAVEL AND TRAINING		TRAVEL TO RENO WITH W	219.90	
003625	SUBURBAN PROPANE-1485	12/04/2019	Regular	0.00	1,130.24	205868
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
110136/1485-08	Invoice	11/20/2019	PROPANE	0.00	254.49	
037-000-53980		UTILITIES		PROPANE	254.49	
27208/1485-115	Invoice	11/19/2019	AUSTIN FIRE	0.00	511.14	
001-015-53980		UTILITIES		AUSTIN FIRE	511.14	
66665/1485-029	Invoice	11/20/2019	AUSTIN LIBRARY	0.00	364.61	
052-062-53980		UTILITIES		AUSTIN LIBRARY	364.61	
210000	SUMMIT PARTNERS LLC	12/04/2019	Regular	0.00	4,388.00	205869
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
132050	Invoice	10/16/2019	4 HP ELITEDESK 860 COMPUTERS	0.00	4,388.00	
300-068-53991		MINOR EQUIP/FURNITUR		4 HP ELITEDESK 860 COMP	4,388.00	
210378	THE CENTER FOR CHANGE, LLC	12/04/2019	Regular	0.00	812.10	205870

Check Register

Packet: APPKT00271-12/4/19 - AP CHECK RUN

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	
479	Invoice	11/20/2019	THERAPY SESSION AARON CRUTCHER	0.00	269.30	
001-013-53720		PRISONERS MEDICAL		THERAPY SESSION AARON	269.30	
481	Invoice	11/20/2019	THERAPY SESSION SHADE HILL	0.00	269.30	
001-013-53720		PRISONERS MEDICAL		THERAPY SESSION SHADE	269.30	
484	Invoice	11/20/2019	PSYCHIATRIST SESSION SHADE HILL	0.00	273.50	
001-013-53720		PRISONERS MEDICAL		PSYCHIATRIST SESSION SH	273.50	
208911	THE SIDWELL COMPANY	12/04/2019	Regular	0.00	192.50	205871
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
XT00001460	Invoice	11/30/2019	MAPPING SERVICES	0.00	192.50	
300-068-53920		SERVICE AND SUPPLIES		MAPPING SERVICES	192.50	
208831	THOMPSON FAMILY DENTAL	12/04/2019	Regular	0.00	592.00	205872
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
11/18/19 - 11777	Invoice	11/18/2019	BRITO, CHELSEA	0.00	101.00	
001-013-53720		PRISONERS MEDICAL		BRITO, CHELSEA	101.00	
11/18/19 - 11782	Invoice	11/18/2019	HILL, SHADE	0.00	491.00	
001-013-53720		PRISONERS MEDICAL		HILL, SHADE	491.00	
004471	THOMSON REUTERS - WEST	12/04/2019	Regular	0.00	2,240.52	205873
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
6130942033	Invoice	10/12/2019	NV COURTROOM EVIDENCE HANDBOOK	0.00	514.00	
001-021-53520		LAW LIBRARY		NV COURTROOM EVIDENC	514.00	
841219655	Invoice	11/01/2019	OCTOBER 2019	0.00	1,726.52	
001-021-53520		LAW LIBRARY		OCTOBER 2019	1,726.52	
210171	TYLER BUSINESS FORMS	12/04/2019	Regular	0.00	236.79	205874
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
39567	Invoice	11/27/2019	BLANK STOCK	0.00	236.79	
001-007-53680		PRINTING		BLANK STOCK	236.79	
210532	US DEPT. OF AGRICULTURE (USDA)	12/04/2019	Regular	0.00	15,000.00	205875
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
20-73-32-3061-R	Invoice	11/06/2019	FY20 PREDATOR CONTROL CONTRACT	0.00	15,000.00	
093-000-59950		MISCELLANEOUS		FY20 PREDATOR CONTROL	15,000.00	
209523	US IMAGING, INC.	12/04/2019	Regular	0.00	22,748.04	205876
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
14188	Invoice	12/03/2019	SCAN PLATS ON-SITE STAGE 1	0.00	22,748.04	
300-068-53920		SERVICE AND SUPPLIES		SCAN PLATS ON-SITE STAG	22,748.04	
001973	USA BLUE BOOK	12/04/2019	Regular	0.00	519.50	205877
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
065877	Invoice	11/13/2019	ADAPTER / TUBING	0.00	519.50	
226-000-53880		REPAIR & MAINTENANC		ADAPTER / TUBING	519.50	
004466	WASHOE CO. REGIONAL MEDICAL E	12/04/2019	Regular	0.00	212.90	205878

Check Register

Packet: APPKT00271-12/4/19 - AP CHECK RUN

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	
20476	Invoice	11/11/2019	EXPANDED BLOOD HANDLING & PROCESS	0.00	212.90	
001-012-53170		CORONERS EXPENSE		EXPANDED BLOOD HANDLI	212.90	
003168	WASHOE CTY DIST. ATTORNEY	12/04/2019	Regular	0.00	500.00	205879
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
93611951	Invoice	06/27/2019	SEXUAL ASSAULT FORENSIC EXAM	0.00	500.00	
001-013-53720		PRISONERS MEDICAL		SEXUAL ASSAULT FORENSI	500.00	
209744	WATSON-MARLOW, INC.	12/04/2019	Regular	0.00	421.91	205880
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SI113833	Invoice	11/18/2019	QUICK RELEASE ELEMENT	0.00	421.91	
226-000-53880		REPAIR & MAINTENANC		QUICK RELEASE ELEMENT	421.91	
004473	WESTERN NEVADA SUPPLY CO.	12/04/2019	Regular	0.00	1,749.74	205881
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
18109447	Invoice	11/15/2019	FIRE HYDRANT REPAIR	0.00	429.72	
036-000-53880		REPAIR & MAINTENANC		FIRE HYDRANT REPAIR	429.72	
18119369	Invoice	11/21/2019	METER PIT EXTENSION	0.00	102.26	
226-000-53880		REPAIR & MAINTENANC		METER PIT EXTENSION	102.26	
88119244	Invoice	11/21/2019	METER PIT	0.00	1,217.76	
226-000-53880		REPAIR & MAINTENANC		METER PIT	1,217.76	
001343	WINNEMUCCA PUBLISHING CO., INC	12/04/2019	Regular	0.00	251.40	205882
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
3342/LACOMA	Invoice	11/26/2019	ORDINANCE PROPOSAL	0.00	251.40	
001-005-53020		ADVERTISING		ORDINANCE PROPOSAL	251.40	
210521	WINTERGREEN CORPORATION	12/04/2019	Regular	0.00	4,287.37	205883
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
4484499	Invoice	11/14/2019	CHRISTMAS LIGHTS	0.00	4,287.37	
029-000-53991		MINOR EQUIPMENT/FUR		CHRISTMAS LIGHTS	4,287.37	
208904	YESCO LLC	12/04/2019	Regular	0.00	468.33	205884
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INY-0193748	Invoice	12/01/2019	625 S BROAD MAINTENANCE AGREEMEN	0.00	468.33	
025-000-53880		REPAIR & MAINTENANC		625 S BROAD MAINTENAN	468.33	

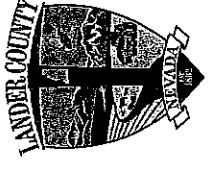
Bank Code AP POOL OPERATING Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	135	75	0.00	248,592.38
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	1	1	0.00	15,240.00
	136	76	0.00	263,832.38

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	12/2019	263,832.38
			<u>263,832.38</u>

Cindy Benson
Lander County Fiscal Officer



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

DATE

Cindy Benson
Fiscal Officer

12/12/19

LANDER COUNTY COMMISSION MEETING

December 19, 2019

RATIFY

SUBMITTED EXPENDITURES IN THE AMOUNT OF \$209,973.36

From Check #205899 thru #205982

EFT #1035

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

Check Register

Lander County, NV

Packet: APPKT00275 - 12/12/19 - AP CHECK 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						
210522	BADGER METER, INC.	12/12/2019	EFT	0.00	900.00	1035
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
80041940	Invoice	11/29/2019	SERVICE AGREEMENT	0.00	900.00	
226-000-53920		SERVICE AND SUPPLIES		SERVICE AGREEMENT	450.00	
236-000-53920		SERVICE AND SUPPLIES		SERVICE AGREEMENT	450.00	
000098	ADVANCED DATA SYSTEMS INC	12/12/2019	Regular	0.00	2,058.00	205899
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1911017	Invoice	11/30/2019	SOFTWARE	0.00	2,058.00	
001-002-53560		MAINTENANCE/CONTRA		CLERK	447.00	
001-003-53920		SERVICE AND SUPPLIES		TREASURER	514.00	
001-006-53200		COMPUTER SERVICE		ASSESSOR	280.00	
001-007-53560		MAINTENANCE/CONTRA		FISC-OFC	469.00	
001-008-53260		DUES AND SUBSCRIPTIO		BLDG/PLAN	60.00	
001-035-53200		COMPUTER SERVICE		GENERAL SYSTEMS	200.00	
226-000-53995		TECHNOLOGY FEES		UTIL MGMT	44.00	
236-000-53995		TECHNOLOGY FEES		UTIL MGMT	44.00	
003323	AMAZON CAPITAL SERVICES	12/12/2019	Regular	0.00	543.10	205900
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1GPX-7RWT-GNK	Invoice	11/26/2019	CAR CHARGERS FOR NEW PHONES	0.00	65.65	
001-012-53930		TELEPHONE/FAX		CAR CHARGERS FOR NEW	65.65	
1JX6-XPWG-LX6L	Invoice	11/26/2019	50 FT SNAKE NEEDED FOR DETENTIONS	0.00	54.65	
001-013-53560		MAINTENANCE/CONTRA		50 FT SNAKE NEEDED FOR	54.65	
1W9L-Y49K-4GVY	Invoice	11/25/2019	WATER COOLER FOR POUND	0.00	174.00	
001-014-53920		SERVICE AND SUPPLIES		WATER COOLER FOR POU	174.00	
IQDF-Q3JN-1VW	Invoice	11/26/2019	SPOT X ACCESSORIES	0.00	248.80	
001-012-53641		SEARCH AND RESCUE		SPOT X ACCESSORIES	248.80	
207789	AMERICAN DOCUMENT DESTRUCTI	12/12/2019	Regular	0.00	402.00	205901
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
115035	Invoice	12/06/2019	67 CUBIC FOOT OFF-SITE SHREDDING	0.00	402.00	
001-007-53560		MAINTENANCE/CONTRA		67 CUBIC FOOT OFF-SITE S	402.00	
210002	ASSESSED VALUATION SPECIALISTS	12/12/2019	Regular	0.00	1,200.00	205902
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
160	Invoice	12/03/2019	BATTLE MTN LAND	0.00	1,200.00	
001-006-59205		PROFESSIONAL SERVICES		BATTLE MTN LAND	1,200.00	
002696	AT&T	12/12/2019	Regular	0.00	7,046.92	205903

Check Register

Packet: APPKT00275-12/12/19 - AP CHECK RUN

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>NOVEMBER 2019</u>	Invoice	11/26/2019	LANDER COUNTY		0.00	7,046.92
<u>001-001-53930</u>		TELEPHONE/FAX		775 964 2447		97.75
<u>001-001-53930</u>		TELEPHONE/FAX		775 635 1108 (25%)		50.52
<u>001-001-53930</u>		TELEPHONE/FAX		775 635-2003 226 4		633.83
<u>001-003-53930</u>		TELEPHONE/FAX		775 635 5187		33.30
<u>001-005-53930</u>		TELEPHONE/FAX		775 635 1108 (25%)		50.52
<u>001-006-53930</u>		TELEPHONE/FAX		775 635 9945		15.45
<u>001-006-53930</u>		TELEPHONE/FAX		775 635 5054		66.60
<u>001-007-53930</u>		TELEPHONE/FAX		775 635 1108 (25%)		50.53
<u>001-008-53930</u>		TELEPHONE/FAX		775 635 1108 (25%)		50.53
<u>001-010-53930</u>		TELEPHONE/FAX		775 635 0368		48.75
<u>001-010-53930</u>		TELEPHONE/FAX		775 964 2478		39.20
<u>001-012-53930</u>		TELEPHONE/FAX		775 635 5299		159.57
<u>001-012-53930</u>		TELEPHONE/FAX		775 635 5161		366.25
<u>001-012-53930</u>		TELEPHONE/FAX		775 635 2602		720.22
<u>001-012-53930</u>		TELEPHONE/FAX		775 964 2661		203.00
<u>001-012-53931</u>		EMERGENCY 911		775 911 0310		661.17
<u>001-012-53931</u>		EMERGENCY 911		775 911 0311		500.69
<u>001-015-53930</u>		TELEPHONE/FAX		775 964 2482		21.35
<u>001-016-53930</u>		TELEPHONE/FAX		775 964 2870		31.41
<u>001-017-53930</u>		TELEPHONE/FAX		775 635 5102		93.29
<u>001-020-53920</u>		SERVICE AND SUPPLIES		775 635 0394		137.80
<u>001-021-53930</u>		TELEPHONE/FAX		775 635 0197		115.35
<u>001-023-53930</u>		TELEPHONE/FAX		775 635 0604		17.85
<u>001-024-53930</u>		TELEPHONE/FAX		775 964 2380		60.05
<u>001-035-53200</u>		COMPUTER SERVICE		775 635 1199		804.17
<u>002-065-53930</u>		TELEPHONE/FAX		775 964 1245		46.43
<u>002-066-53930</u>		TELEPHONE/FAX		775 635 6153 (1/3)		48.12
<u>002-066-53930</u>		TELEPHONE/FAX		775 635 8968		22.85
<u>005-000-53930</u>		TELEPHONE/FAX		775 635 5565		53.35
<u>009-044-53930</u>		TELEPHONE/FAX		775 964 2338		39.00
<u>009-045-53930</u>		TELEPHONE/FAX		775 635 5311 (60%)		38.48
<u>009-047-53930</u>		TELEPHONE/FAX		775 635 5311 (40%)		25.65
<u>012-065-53980</u>		UTILITIES		775 964 1144		31.41
<u>012-066-53980</u>		UTILITIES		775 635 8419		17.85
<u>020-000-53980</u>		UTILITIES		775 964 1468		42.40
<u>035-000-53930</u>		TELEPHONE/FAX		775 964 2120		39.00
<u>037-000-53930</u>		TELEPHONE/FAX		775 964 0055		177.22
<u>046-057-53930</u>		TELEPHONE/FAX		775 635 1112		63.55
<u>052-052-53930</u>		TELEPHONE/FAX		775 635 8488		75.10
<u>052-055-53930</u>		TELEPHONE/FAX		775 635 9209		161.58
<u>052-055-53930</u>		TELEPHONE/FAX		775 635 8350		282.55
<u>052-057-53930</u>		TELEPHONE/FAX		775 635 3336		36.89
<u>052-062-53930</u>		TELEPHONE/FAX		775 635 2534		44.80
<u>052-062-53930</u>		TELEPHONE/FAX		775 964 2428		39.20
<u>226-000-53930</u>		TELEPHONE/FAX		775 635 9144		136.62
<u>226-000-53930</u>		TELEPHONE/FAX		775 635 6153 (1/3)		48.13
<u>226-000-53930</u>		TELEPHONE/FAX		775 635 2837		143.89
<u>236-000-53930</u>		TELEPHONE/FAX		775 635 1121		15.45
<u>236-000-53930</u>		TELEPHONE/FAX		775 635 1125		15.45
<u>236-000-53930</u>		TELEPHONE/FAX		775 635 1122		46.35
<u>236-000-53930</u>		TELEPHONE/FAX		775 635 0669		141.70
<u>236-000-53930</u>		TELEPHONE/FAX		775 635 6153 (1/3)		48.13
<u>236-000-53930</u>		TELEPHONE/FAX		775 635 0668		136.62
000330	B M CHAMBER OF COMMERCE	12/12/2019	Regular		0.00	3,363.43 205904

Check Register

Packet: APPKT00275-12/12/19 - AP CHECK RUN

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	
10/21/19 - 12/4/ 001-035-59915	Invoice	12/04/2019	GRANT REIMBURSEMENT	0.00	3,363.43	
		BATTLE MOUNTAIN CHA		GRANT REIMBURSEMENT	3,363.43	
000218	B M GENERAL HOSPITAL	12/12/2019	Regular	0.00	10,390.68	205905
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
26 003-040-59205	Invoice	11/18/2019	VACCINES	0.00	6,357.05	
		PROFESSIONAL SERVICES		VACCINES	6,357.05	
27 003-040-59205	Invoice	11/20/2019	VACCINES - VARIAX, PROQUAD	0.00	3,606.62	
		PROFESSIONAL SERVICES		VACCINES - VARIAX, PROQ	3,606.62	
58 029-000-53991	Invoice	11/13/2019	AC POWER MODULE/MRX AC EXTENSION	0.00	427.01	
		MINOR EQUIPMENT/FUR		AC POWER MODULE/MRX	427.01	
207563	B M POST OFFICE	12/12/2019	Regular	0.00	150.00	205906
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
12/31/19 - SHERI 001-012-53920	Invoice	12/05/2019	1 YEAR RENEWAL - PO BOX 1625	0.00	150.00	
		SERVICE AND SUPPLIES		1 YEAR RENEWAL - PO BOX	150.00	
000215	B M POSTMASTER	12/12/2019	Regular	0.00	436.45	205907
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
NOVEMBER 2019 226-000-53676 236-000-53676	Invoice	12/04/2019	WATER BILLS	0.00	436.45	
		POSTAGE		WATER BILLS	218.22	
		POSTAGE		WATER BILLS	218.23	
000215	B M POSTMASTER	12/12/2019	Regular	0.00	250.00	205908
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
12/20/19 001-002-53676	Invoice	12/20/2019	ACCT #12000 - SADIE SULLIVAN/CLERK	0.00	250.00	
		POSTAGE		ACCT #12000 - SADIE SULL	250.00	
001275	BLUE MOON PORTABLES	12/12/2019	Regular	0.00	330.00	205909
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
20282 011-058-53980 052-052-53980	Invoice	12/01/2019	UNITS AT LANDFILL AND GOLF COURSE	0.00	330.00	
		UTILITIES		UNITS AT LANDFILL AND G	165.00	
		UTILITIES		UNITS AT LANDFILL AND G	165.00	
004018	BOARD OF REGENTS	12/12/2019	Regular	0.00	169.00	205910
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
I0004509 003-040-59205	Invoice	11/01/2019	LAB TESTS	0.00	119.00	
		PROFESSIONAL SERVICES		LAB TESTS	119.00	
I0004510 003-040-59205	Invoice	11/01/2019	LAB TESTS	0.00	20.00	
		PROFESSIONAL SERVICES		LAB TESTS	20.00	
I0004511 003-040-59205	Invoice	11/01/2019	LAB TESTS	0.00	30.00	
		PROFESSIONAL SERVICES		LAB TESTS	30.00	
209859	BOBBY THOMAS	12/12/2019	Regular	0.00	326.48	205911
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
12/4/19 - VEHICL 001-009-53963	Invoice	12/04/2019	ELECTRIC VEHICLE CHARGING STATIONS	0.00	326.48	
		PLAN REVUE		ELECTRIC VEHICLE CHARGI	326.48	
000624	BUSINESS CARD	12/12/2019	Regular	0.00	1,014.20	205912

Check Register

Packet: APPKT00275-12/12/19 - AP CHECK RUN

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	
NOVEMBER 2019	Invoice	11/25/2019	2515 - SHERIFF DEPT CC STATEMENT	0.00	1,014.20	
001-012-53121		DOG PROGRAM		AMAZON	49.87	
001-012-53880		REPAIR & MAINTENANC		GALLAGHER FORD	350.06	
001-012-53920		SERVICE AND SUPPLIES		ENDICIA	-15.95	
001-012-53920		SERVICE AND SUPPLIES		AMAZON	189.73	
001-012-53931		EMERGENCY 911		HEADSETS DIRECT	312.87	
001-012-53940		TRAVEL AND TRAINING		ARCO #66174	70.62	
001-012-53940		TRAVEL AND TRAINING		PACE GAS	57.00	
209209	CHARM-TEX, INC.	12/12/2019	Regular	0.00	99.57	205913
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0205853-IN	Invoice	11/19/2019	TOOTHPASTE FOR INMATES	0.00	99.57	
001-013-53740		PRISONERS SUPPLY		TOOTHPASTE FOR INMATE	99.57	
207763	COLLECTION SERVICE OF NV	12/12/2019	Regular	0.00	346.10	205914
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
12/3/19 - GLENN	Invoice	12/03/2019	13 SC 00019 - ROY GLENN	0.00	346.10	
001-000-39033		GARNISHMENTS		13 SC 00019 - ROY GLENN	346.10	
207763	COLLECTION SERVICE OF NV	12/12/2019	Regular	0.00	943.48	205915
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
12/3/19 - SCHERE	Invoice	12/03/2019	19CV00067 - RYAN SCHERER	0.00	943.48	
001-000-39033		GARNISHMENTS		19CV00067 - RYAN SCHERE	943.48	
002074	DELL MARKETING L.P.	12/12/2019	Regular	0.00	3,669.86	205916
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
10356502434	Invoice	12/01/2019	REPLACEMENT WINDOWS 2008 SERVER	0.00	3,669.86	
001-012-53991		MINOR EQUIPMENT/FUR		REPLACEMENT WINDOWS	3,669.86	
004604	DESERT DISPOSAL	12/12/2019	Regular	0.00	4,524.00	205917
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9BK00309/911	Invoice	11/20/2019	TRASH REMOVAL	0.00	274.00	
002-066-53920		SERVICE AND SUPPLIES		TRASH REMOVAL	30.00	
052-052-53920		SERVICE AND SUPPLIES		TRASH REMOVAL	32.00	
052-053-53920		SERVICE AND SUPPLIES		TRASH REMOVAL	128.00	
052-053-53980		UTILITIES		TRASH REMOVAL	30.00	
052-063-53920		SERVICE AND SUPPLIES		TRASH REMOVAL	54.00	
9BX03255/9231	Invoice	11/30/2019	TRASH REMOVAL AUSTIN - KINGSTON TR	0.00	4,250.00	
011-059-53880		REPAIR & MAINTENANC		TRASH REMOVAL AUSTIN -	4,250.00	
003769	DESMOND SKEATH	12/12/2019	Regular	0.00	2,742.50	205918
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
DEC 1-15, 2019	Invoice	12/15/2019	CONTRACT PAYMENT	0.00	2,742.50	
001-009-53560		MAINTENANCE/CONTRA		CONTRACT PAYMENT	784.50	
001-009-53560		MAINTENANCE/CONTRA		CONTRACT PAYMENT	200.00	
052-053-59205		PROFESSIONAL SERVICES		CONTRACT PAYMENT	1,191.50	
052-053-59205		PROFESSIONAL SERVICES		CONTRACT PAYMENT	300.00	
052-053-59205		PROFESSIONAL SERVICES		CONTRACT PAYMENT	266.50	
000147	DISPLAY SALES	12/12/2019	Regular	0.00	159.00	205919

Check Register

Packet: APPKT00275-12/12/19 - AP CHECK RUN

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	
INV-021608	Invoice	11/14/2019	CHRISTMAS LIGHTS	0.00	159.00	
002-065-53920		SERVICE AND SUPPLIES		CHRISTMAS LIGHTS	159.00	
210539	EDWARD FOSMIRE	12/12/2019	Regular	0.00	12.21	205920
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
12/11/19	Invoice	12/11/2019	OVERPAYMENT - PARCEL #007-130-04	0.00	12.21	
001-000-31045		REFUNDS		OVERPAYMENT - PARCEL #	12.21	
004467	ETCHEVERRYS FOOD TOWN	12/12/2019	Regular	0.00	336.80	205921
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
03-1298491	Invoice	12/06/2019	PROPANE CYLINDERS	0.00	270.00	
052-055-53920		SERVICE AND SUPPLIES		PROPANE CYLINDERS	270.00	
ACCT #452 - NOV	Invoice	11/05/2019	03-1279490 - SUPPLIES	0.00	10.48	
046-057-53920		SERVICE AND SUPPLIES		03-1279490 - SUPPLIES	10.48	
ACCT #7 - NOV 2	Invoice	12/01/2019	FRUIT TRAY/CINNAMON ROLLS/SCONES/	0.00	56.32	
001-023-53940		TRAVEL AND TRAINING		FRUIT TRAY/CINNAMON R	56.32	
002037	FAST GLASS, INC.	12/12/2019	Regular	0.00	300.00	205922
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
IFA052191	Invoice	11/22/2019	WINDSHIELD (LOWE - F250)	0.00	300.00	
001-012-53880		REPAIR & MAINTENANC		WINDSHIELD (LOWE - F25	300.00	
001561	FLYERS ENERGY LLC	12/12/2019	Regular	0.00	4,531.28	205923
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
CFS2120479/630	Invoice	11/30/2019	BM FIRE DEPT FUEL	0.00	19.97	
001-017-53360		GAS AND OIL		BM FIRE DEPT FUEL	19.97	
CFS2121208/120	Invoice	11/30/2019	LANDER COUNTY FUEL	0.00	4,021.05	
001-001-53360		GAS AND OIL		COMMISSIONERS	75.78	
001-008-53360		GAS AND OIL		BUILDING/JANITORIAL	132.51	
001-016-53360		GAS AND OIL		AUSTIN EMS	115.64	
002-066-53360		GAS AND OIL		ROAD & BRIDGE	2,466.91	
009-048-53360		GAS AND OIL		SENIOR CENTER	79.16	
011-058-53360		GAS AND OIL		LANDFILL	1,151.05	
CFS2125152/631	Invoice	11/30/2019	FUEL - WATER & SEWER	0.00	490.26	
226-000-53360		GAS AND OIL		FUEL - WATER & SEWER	245.13	
236-000-53360		GAS AND OIL		FUEL - WATER & SEWER	245.13	
004463	GEM ST. PAPER & SUPPLY CO	12/12/2019	Regular	0.00	875.63	205924
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2005424	Invoice	10/24/2019	LIDS/PAN LINERS/PAPER BAGS	0.00	137.23	
009-045-59253		KITCHEN SUPPLIES		LIDS/PAN LINERS/PAPER B	82.34	
009-047-59253		KITCHEN SUPPLIES		LIDS/PAN LINERS/PAPER B	54.89	
2005424-01	Invoice	10/31/2019	CHAIR	0.00	148.17	
009-045-59255		OFFICE SUPPLIES		CHAIR	66.68	
009-047-59255		OFFICE SUPPLIES		CHAIR	44.45	
009-048-59255		OFFICE SUPPLIES		CHAIR	37.04	
2006162	Invoice	11/21/2019	TRASH BAGS/COLOROX/SANITIZER/HAND S	0.00	474.69	
009-044-59253		KITCHEN SUPPLIES		TRASH BAGS/COLOROX/SAN	160.25	
009-045-59253		KITCHEN SUPPLIES		TRASH BAGS/COLOROX/SAN	188.66	
009-047-59253		KITCHEN SUPPLIES		TRASH BAGS/COLOROX/SAN	125.78	
2006484	Invoice	12/06/2019	URINAL SCREEN/ROLL TOWEL/TOWELS	0.00	115.54	

Check Register

Packet: APPKT00275-12/12/19 - AP CHECK RUN

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
001-009-59260		JANITORIAL	URINAL SCREEN/ROLL TO		115.54	
002091	GLOCK, INC.	12/12/2019	Regular	0.00	2,045.00	205925
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SI-0520523	Invoice	11/26/2019	PARTS FOR WEAPON REPAIRS	0.00	2,045.00	
001-012-53920		SERVICE AND SUPPLIES			1,022.50	
001-013-53920		SERVICE AND SUPPLIES			1,022.50	
209926	GONZALO LOPEZ	12/12/2019	Regular	0.00	98.21	205926
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
12/3/19	Invoice	12/03/2019	17-CV-000076H - MARY J. JACKSON	0.00	98.21	
001-000-39033		GARNISHMENTS			98.21	
000283	HANEY'S FURNITURE	12/12/2019	Regular	0.00	799.96	205927
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
18195	Invoice	03/12/2019	GLADIATOR SHELF	0.00	399.98	
052-055-53991		MINOR EQUIP/FURNITUR			399.98	
18216	Invoice	03/19/2019	GLADIATOR SHELF	0.00	399.98	
052-055-53991		MINOR EQUIP/FURNITUR			399.98	
210250	HOLLAND AUTO PARTS	12/12/2019	Regular	0.00	533.76	205928
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
15406-14135	Invoice	11/21/2019	COUPLER/RECEIVER PIN/HITCH PIN	0.00	79.10	
002-065-53880		REPAIR & MAINTENANC			79.10	
15406-14136	Invoice	11/21/2019	COVERT FLASHLIGHT	0.00	38.72	
002-065-53880		REPAIR & MAINTENANC			38.72	
15406-14273	Invoice	11/25/2019	RETURN SPRING	0.00	134.14	
002-066-53920		SERVICE AND SUPPLIES			134.14	
15406-14477	Invoice	12/02/2019	OIL FILTER	0.00	9.45	
002-066-53880		REPAIR & MAINTENANC			9.45	
15406-14482	Invoice	12/02/2019	HOSE KIT / BOLTS	0.00	72.63	
002-066-53920		SERVICE AND SUPPLIES			72.63	
15406-14484	Invoice	12/02/2019	BATTERY	0.00	172.06	
002-066-53880		REPAIR & MAINTENANC			172.06	
15406-14530	Invoice	12/03/2019	HEADLAMP	0.00	15.49	
002-066-53880		REPAIR & MAINTENANC			15.49	
15406-14591	Invoice	12/04/2019	FUEL	0.00	12.17	
002-066-53360		GAS AND OIL			12.17	
209661	HOY CHRISSINGER KIMMEL VALLAS	12/12/2019	Regular	0.00	490.00	205929
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
23636	Invoice	11/01/2019	WATER TRANSMISSION MAINLINE (LABOR	0.00	490.00	
001-005-59205		PROFESSIONAL SERVICES			490.00	
208532	HUGHES NETWORK SYSTEMS, LLC	12/12/2019	Regular	0.00	214.41	205930
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
B1-351215738	Invoice	11/20/2019	INTERNET	0.00	214.41	
002-065-53980		UTILITIES			214.41	
209600	I&E ELECTRIC	12/12/2019	Regular	0.00	200.00	205931

Check Register

Packet: APPKT00275-12/12/19 - AP CHECK RUN

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	
5538	Invoice	11/27/2019	TROUBLESHOOT COMPUTER	0.00	200.00	
226-000-53880		REPAIR & MAINTENANC		TROUBLESHOOT COMPUT	100.00	
236-000-53880		REPAIR & MAINTENANC		TROUBLESHOOT COMPUT	100.00	
001619	INLAND SUPPLY CO INC	12/12/2019	Regular	0.00	108.18	205932
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1025180	Invoice	08/13/2019	TOWELS	0.00	74.28	
052-053-53920		SERVICE AND SUPPLIES		TOWELS	74.28	
F001426	Invoice	10/31/2019	FINANCE CHARGE	0.00	33.90	
052-055-53920		SERVICE AND SUPPLIES		FINANCE CHARGE	33.90	
210524	ISRAEL IVAN FIMBRES	12/12/2019	Regular	0.00	673.42	205933
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
12/3/19	Invoice	12/03/2019	18SC000086H - DEREK DENNIS-GAST	0.00	673.42	
001-000-39033		GARNISHMENTS		18SC000086H - DEREK DE	673.42	
209024	JOSEPH E. MCELLISTREM	12/12/2019	Regular	0.00	350.00	205934
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
12/10/19	Invoice	12/10/2019	FFD EVALUATION / MICHAEL JOHNSON	0.00	350.00	
001-023-53940		TRAVEL AND TRAINING		FFD EVALUATION / MICHA	350.00	
208847	KEITH WESTENGARD	12/12/2019	Regular	0.00	361.94	205935
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
12/9/19	Invoice	12/10/2019	TRAVEL REIMBURSEMENT - RENO TAX CO	0.00	361.94	
001-005-53940		TRAVEL AND TRAINING		TRAVEL REIMBURSEMENT	361.94	
210483	LANDER HARDWARE LLC	12/12/2019	Regular	0.00	55.14	205936
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
646922/21300	Invoice	11/21/2019	ROPE / SNAP BOLT	0.00	35.96	
052-055-53920		SERVICE AND SUPPLIES		ROPE / SNAP BOLT	35.96	
647198/21300	Invoice	12/03/2019	CABLE TIES	0.00	19.18	
052-055-53920		SERVICE AND SUPPLIES		CABLE TIES	19.18	
209742	LANDER HARDWARE LLC	12/12/2019	Regular	0.00	1,230.33	205937
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
645477/145500	Invoice	10/01/2019	WHEEL GRIND	0.00	9.58	
002-066-53920		SERVICE AND SUPPLIES		WHEEL GRIND	9.58	
645725/145500	Invoice	10/09/2019	LEVELS / SOAPSTONE	0.00	16.57	
002-066-53920		SERVICE AND SUPPLIES		LEVELS / SOAPSTONE	16.57	
645935/145500	Invoice	10/17/2019	CHAIN COIL / SHACKLE / SPRING SNAP / LI	0.00	222.36	
236-000-53920		SERVICE AND SUPPLIES		CHAIN COIL / SHACKLE / S	222.36	
646901/145500	Invoice	11/20/2019	WASHER / SINKER NAILS	0.00	305.73	
052-052-53920		SERVICE AND SUPPLIES		WASHER / SINKER	305.73	
646919/145500	Invoice	11/21/2019	CHRISTMAS LIGHTS / GAS CAN	0.00	259.91	
002-065-53920		SERVICE AND SUPPLIES		CHRISTMAS LIGHTS / GAS	259.91	
646927/145500	Credit Memo	11/21/2019	GAS CAN	0.00	-39.98	
002-065-53920		SERVICE AND SUPPLIES		GAS CAN	-39.98	
646961/145500	Invoice	11/22/2019	COUPLERS	0.00	32.95	
025-000-53880		REPAIR & MAINTENANC		COUPLERS	32.95	
647027/145500	Invoice	11/25/2019	CAP/STUD/ROPE/PAINT	0.00	172.11	

Check Register

Packet: APPKT00275-12/12/19 - AP CHECK RUN

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
025-000-53880		REPAIR & MAINTENANC	CAP/STUD/ROPE/PAINT		172.11	
647030/145500	Invoice	11/25/2019	STRAP HANGERS	0.00	9.98	
025-000-53880		REPAIR & MAINTENANC	STRAP HANGERS		9.98	
647035/145500	Invoice	11/25/2019	QUICK LINK	0.00	38.36	
002-066-53920		SERVICE AND SUPPLIES	QUICK LINK		38.36	
647038/145500	Invoice	11/25/2019	TAP PLUG	0.00	13.18	
002-066-53920		SERVICE AND SUPPLIES	TAP PLUG		13.18	
647195/145500	Invoice	12/03/2019	LIGHTS	0.00	125.97	
025-000-53880		REPAIR & MAINTENANC	LIGHTS		125.97	
647196/145500	Invoice	12/03/2019	PVC	0.00	28.77	
025-000-53880		REPAIR & MAINTENANC	PVC		28.77	
647216/145500	Invoice	12/04/2019	DRILL ROTARY	0.00	24.35	
052-052-53920		SERVICE AND SUPPLIES	DRILL ROTARY		24.35	
647230/145500	Invoice	12/04/2019	EXT CORD	0.00	6.99	
025-000-53880		REPAIR & MAINTENANC	EXT CORD		6.99	
647356/145500	Invoice	12/09/2019	KEYS	0.00	3.50	
001-009-59260		JANITORIAL	KEYS		3.50	
	Void	12/12/2019	Regular	0.00	0.00	205938
210536	LANDER HARDWARE, LLC	12/12/2019	Regular	0.00	36.72	205939
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
646939/19000	Invoice	11/21/2019	LED FEIT / BULB FLUOR	0.00	34.97	
001-017-53920		SERVICE AND SUPPLIES		LED FEIT / BULB FLUOR	34.97	
646940/19000	Invoice	11/21/2019	CUSTOM CUT KEYS	0.00	1.75	
001-017-53920		SERVICE AND SUPPLIES		CUSTOM CUT KEYS	1.75	
000210	LOCKIE & MACFARLAN, INC	12/12/2019	Regular	0.00	300.00	205940
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
11/1/19 - 11/6/1	Invoice	11/27/2019	ST OF NV V. DANIEL ADAMS -	0.00	300.00	
001-023-53220		COURT APPOINTED COU		ST OF NV V DANIEL ADAM	300.00	
210540	MARBELLA DIAS	12/12/2019	Regular	0.00	275.00	205941
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
12/6/19	Invoice	12/09/2019	1ST ANNUAL TREE LIGHTING PICTURES	0.00	275.00	
029-000-53991		MINOR EQUIPMENT/FUR		1ST ANNUAL TREE LIGHTIN	275.00	
209247	MARIA RUVALCABA	12/12/2019	Regular	0.00	1,300.00	205942
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
10/28/19 - 11/3/	Invoice	12/09/2019	CHUKAR TOURNAMENT SERVICES	0.00	1,300.00	
046-000-59063		CHUKAR TOURNAMENT		CHUKAR TOURNAMENT SE	1,300.00	
210413	MCKESSON MEDICAL-SURGICAL GO	12/12/2019	Regular	0.00	102.43	205943
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
69633869	Invoice	11/20/2019	INMATE MEDICATION SUPPLIES	0.00	102.43	
001-013-53720		PRISONERS MEDICAL		INMATE MEDICATION SUP	102.43	
002500	MIDWAY MARKET	12/12/2019	Regular	0.00	1.56	205944
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
01-2172477	Invoice	11/01/2019	CIVIC CENTER ACCT - RAW FOOD	0.00	1.56	
009-045-59251		RAW FOOD		CIVIC CENTER ACCT - RAW	0.93	
009-047-59251		RAW FOOD		CIVIC CENTER ACCT - RAW	0.63	

Check Register

Packet: APPKT00275-12/12/19 - AP CHECK RUN

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
002500	MIDWAY MARKET	12/12/2019	Regular	0.00	355.03	205945
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
ACCT #1053 - NO	Invoice	12/01/2019	RAW FOOD		355.03	
009-045-59251		RAW FOOD		RAW FOOD	213.02	
009-047-59251		RAW FOOD		RAW FOOD	142.01	
209979	NAPA AUTO PARTS	12/12/2019	Regular	0.00	5,205.93	205946
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
370358/51156	Invoice	10/07/2019	SOLVENT / BUG WASH / TAPE MEASURE /		454.75	
001-016-53880		REPAIR & MAINTENANC		SOLVENT / BUG WASH / TA	454.75	
373294/52388	Invoice	11/20/2019	STARTING FLUID		6.97	
001-017-53920		SERVICE AND SUPPLIES		STARTING FLUID	6.97	
373358/52703	Invoice	11/21/2019	FILTERS / CHAINS / WIPER BLADES / HEAT		1,055.62	
002-065-53880		REPAIR & MAINTENANC		FILTERS / CHAINS / WIPER	1,055.62	
373360/52703	Invoice	11/21/2019	AIR COMPRESSOR		3,479.96	
002-065-59500		SPECIAL PROJECTS		AIR COMPRESSOR	3,479.96	
373362/52388	Invoice	11/21/2019	FUSE		7.06	
001-017-53920		SERVICE AND SUPPLIES		FUSE	7.06	
373941/52703	Invoice	12/02/2019	HYDRAULIC OIL		79.98	
002-066-53360		GAS AND OIL		HYDRAULIC OIL	79.98	
373947/52703	Invoice	12/02/2019	HYDRAULIC OIL / FLOOR DRY		89.67	
002-066-53360		GAS AND OIL		HYDRAULIC OIL / FLOOR D	89.67	
374070/52703	Invoice	12/04/2019	WASHER FLUID		31.92	
002-066-53920		SERVICE AND SUPPLIES		WASHER FLUID	31.92	
210257	NOVA GEOTECHNICAL AND INSPECT	12/12/2019	Regular	0.00	9,489.75	205947
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
R-1415	Invoice	08/31/2019	ENGINEERING FEES		301.00	
011-058-53280		ENGINEERING		ENGINEERING FEES	301.00	
R-1569	Invoice	09/28/2019	ENGINEERING FEES		4,383.75	
011-058-53280		ENGINEERING		ENGINEERING FEES	4,383.75	
R-1570	Invoice	09/28/2019	ENGINEERING FEES		590.00	
011-058-53280		ENGINEERING		ENGINEERING FEES	590.00	
R-1571	Invoice	09/28/2019	ENGINEERING FEES		590.00	
011-058-53280		ENGINEERING		ENGINEERING FEES	590.00	
R-1699	Invoice	10/26/2019	ENGINEERING FEES		3,625.00	
011-058-53280		ENGINEERING		ENGINEERING FEES	3,625.00	
000827	NV ENERGY	12/12/2019	Regular	0.00	45,094.44	205948

Check Register

Packet: APPKT00275-12/12/19 - AP CHECK RUN

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>12/1/19</u>	Invoice	12/01/2019	1000045083004783421 - LANDER COUNT	0.00	44,984.90	
<u>001-009-53980</u>	UTILITIES		336474 - 825 N. 2ND ST. A		599.68	
<u>001-009-53980</u>	UTILITIES		338187 - 315 S. HUMBOLD		306.95	
<u>001-009-53980</u>	UTILITIES		367040 - 530 MAIN ST AUS		133.83	
<u>001-009-53980</u>	UTILITIES		373329 - 645 MAIN ST AUS		502.61	
<u>001-009-53980</u>	UTILITIES		068529 - 50 STATE ROUTE		2,379.56	
<u>001-012-53840</u>	RADIO COMMUNICATIO		366108 - AUSTIN SUMMIT		69.81	
<u>001-013-53980</u>	UTILITIES		335844 - 2 STATE ROUTE 3		11,453.07	
<u>001-014-53980</u>	UTILITIES		335491 - N. 2ND ST. DOG P		414.78	
<u>001-015-53980</u>	UTILITIES		366606 - 655 MAIN ST. AU		160.37	
<u>001-016-53980</u>	UTILITIES		365153 - 490 MAIN ST. AU		32.64	
<u>001-016-53980</u>	UTILITIES		367007 - 490 MAIN ST AUS		103.30	
<u>001-017-53980</u>	UTILITIES		338186 - 25 E. 2ND FIRE D		556.00	
<u>002-065-53980</u>	UTILITIES		366688 - 195 MAIN ST AUS		159.95	
<u>002-065-53980</u>	UTILITIES		362721 - US HWY 50 UNIT		328.45	
<u>002-066-53980</u>	UTILITIES		336336 - 1900 EAST ST.		32.00	
<u>002-066-53980</u>	UTILITIES		336629 - 586 W. 2ND ST. R		433.87	
<u>002-066-53980</u>	UTILITIES		485821 - 586 W. 2ND ST R		21.80	
<u>009-044-53980</u>	UTILITIES		362241 - 510 MAIN ST. AU		212.87	
<u>009-045-53980</u>	UTILITIES		335336 - 365 E. 4TH SENIO		189.35	
<u>009-047-53980</u>	UTILITIES		335336 - 365 E. 4TH ST. SE		126.24	
<u>009-048-53980</u>	UTILITIES		335930 - 365 E. 4TH ST. SH		39.50	
<u>012-065-53980</u>	UTILITIES		361089 - AUSTIN AIRPORT		93.28	
<u>012-065-53980</u>	UTILITIES		363370 - AUSTIN AIRPORT		15.25	
<u>012-065-53980</u>	UTILITIES		496388 - 0 STATE ROUTE 2		63.98	
<u>012-065-53980</u>	UTILITIES		504740 - 0 SR 227 GATE H		37.41	
<u>012-066-53980</u>	UTILITIES		335116 - AIRPORT RD		216.54	
<u>012-066-53980</u>	UTILITIES		334827 - FIRE HOUSE/AIRP		157.77	
<u>012-066-53980</u>	UTILITIES		335530 - AIRPORT MUSEU		41.24	
<u>012-066-53980</u>	UTILITIES		336297 - RUNWAY LIGHTS		317.47	
<u>012-066-53980</u>	UTILITIES		335900 - AIRPORT RD WEL		86.85	
<u>012-066-53980</u>	UTILITIES		334784 - AIRPORT RD PU		33.02	
<u>012-066-53980</u>	UTILITIES		481864 - AIRPORT RD OUT		85.60	
<u>020-000-53980</u>	UTILITIES		607841 - 87 MAIN ST AUST		163.24	
<u>020-000-53980</u>	UTILITIES		464996 - STREET LIGHTS B		478.76	
<u>020-000-53980</u>	UTILITIES		369549 - 6TH ST. COURT A		60.97	
<u>020-000-53980</u>	UTILITIES		367625 - BATEMAN RD AU		33.83	
<u>020-000-53980</u>	UTILITIES		366815 - 50 WATER ST AU		15.56	
<u>020-000-53980</u>	UTILITIES		366796 - 330 HILLTOP RD		75.81	
<u>020-000-53980</u>	UTILITIES		361893 - AUSTIN RODEO G		38.72	
<u>020-000-53980</u>	UTILITIES		369582 - 67 AUSTIN YOUT		24.89	
<u>023-000-53980</u>	UTILITIES		338160 - MT LEWIS		143.98	
<u>025-000-53980</u>	UTILITIES		336463 - 350 E. FRONT ST		117.77	
<u>025-000-53980</u>	UTILITIES		338176 - N. 2ND ST. SEWE		120.16	
<u>025-000-53980</u>	UTILITIES		336968 - 366 S. MOUNTAI		77.00	
<u>025-000-53980</u>	UTILITIES		336938 - BATTLE MTN OU		213.58	
<u>025-000-53980</u>	UTILITIES		464995 - STREET LIGHTS B		441.02	
<u>025-000-53980</u>	UTILITIES		336021 - FAIRWAY DR. OU		32.00	
<u>025-000-53980</u>	UTILITIES		335544 - FRONT ST. TRAFFI		32.64	
<u>025-000-53980</u>	UTILITIES		335335 - MULESHOE RD R		32.00	
<u>025-000-53980</u>	UTILITIES		335032 - HIGHWAY 305 TR		32.64	
<u>025-000-53980</u>	UTILITIES		335031 - S. BROAD ST TRA		34.57	
<u>025-000-53980</u>	UTILITIES		464729 - BATTLE MTN SIG		33.52	
<u>025-000-53980</u>	UTILITIES		464984 - STREET LIGHTS B		2,118.69	
<u>035-000-53980</u>	UTILITIES		547393 - 1 SUNNY WAY U		32.88	
<u>035-000-53980</u>	UTILITIES		362535 - GOLD KNOB RD K		106.73	
<u>035-000-53992</u>	STREET LIGHTS		464803 - STREET LIGHT BC		102.21	
<u>036-000-53980</u>	UTILITIES		362216 - 1 KYLE CT PUMP		188.90	
<u>036-000-53980</u>	UTILITIES		465865 - 132 BLACK HILL K		85.47	

Check Register

Packet: APPKT00275-12/12/19 - AP CHECK RUN

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
036-000-53980		UTILITIES	705489 - 7 HILL COURT AU		85.23	
046-057-53980		UTILITIES	336342 - 470 S. BROAD ST.		59.74	
052-052-53979		CLUB HOUSE UTILITIES	334931 - 205 FAIRWAY/CL		67.57	
052-052-53980		UTILITIES	335386 - 205 FAIRWAY DR.		116.62	
052-052-53980		UTILITIES	334563 - 100 FAIRWAY DR.		1,283.11	
052-052-53980		UTILITIES	334819 - 205 FAIRWAY DR.		32.93	
052-052-53980		UTILITIES	335261 - GOLF COURSE PU		45.87	
052-053-53980		UTILITIES	337333 - 560 ALTENBURG		11.97	
052-053-53980		UTILITIES	335147 - 103 16TH ST. LIFT		140.78	
052-053-53980		UTILITIES	364780 - UPPER MAIN ST		32.64	
052-053-53980		UTILITIES	335058 - BRYSON DR. PAR		32.64	
052-053-53980		UTILITIES	334738 - LEMAIRE RD BAL		203.22	
052-053-53980		UTILITIES	334558 - LIONS PARK		43.02	
052-053-53980		UTILITIES	368645 - UPPER MAIN ST		37.53	
052-053-53980		UTILITIES	335407 - ELQUIST DR. PAR		48.23	
052-053-53980		UTILITIES	335613 - 345 E. FRONT ST.		6.92	
052-053-53980		UTILITIES	335770 - 145 W. FRONT ST.		32.64	
052-053-53980		UTILITIES	335886 - BRYSON DR. OUT		35.69	
052-053-53980		UTILITIES	336818 - 600 N. 1ST ST. PA		15.56	
052-053-53980		UTILITIES	335195 - 2ND ST. LIFT STAT		205.29	
052-053-53980		UTILITIES	544539 - 570 ALTENBURG		49.33	
052-053-59246		BATTLE MTN LIVESTOCK	335570 - N. REESE ST ARE		19.31	
052-053-59246		BATTLE MTN LIVESTOCK	364795 - RODEO GROUND		32.79	
052-053-59246		BATTLE MTN LIVESTOCK	335535 - N. BATTLE MTN A		32.00	
052-055-53980		UTILITIES	761859 - 540 ALTENBURG		3,516.57	
052-055-53980		UTILITIES	337332 - 560 ALTENBURG		11.67	
052-055-53980		UTILITIES	366728 - AUSTIN SWIMMI		167.08	
052-057-53980		UTILITIES	337876 - 625 S. BROAD ST.		819.81	
052-062-53980		UTILITIES	366570 - 725 MAIN ST AUS		47.83	
052-063-53980		UTILITIES	335251 - 196 W. 4TH CEM		44.08	
052-063-53980		UTILITIES	335487 - 385 S. MOUNTAI		62.54	
052-063-53980		UTILITIES	336381 - W. TULE ST.		32.64	
226-000-53980		UTILITIES	334584 - PALMER ST TANK		53.42	
226-000-53980		UTILITIES	552609 - 2150 EDGAR RD		243.89	
226-000-53980		UTILITIES	496321 - 550 W. 2ND ST W		80.89	
226-000-53980		UTILITIES	485821 - 586 W. 2ND ST. R		21.80	
226-000-53980		UTILITIES	338233 - 650 BROYLES RA		322.62	
226-000-53980		UTILITIES	338219 - 509 ALTENBURG		94.93	
226-000-53980		UTILITIES	338181 - 586 W. 2ND ST. C		196.65	
226-000-53980		UTILITIES	675279 - 545 JAKE RD WEL		4,800.39	
226-000-53980		UTILITIES	552610 - 2150 EDGAR RD		1,276.76	
226-000-53980		UTILITIES	336936 - 147 W. 3RD ST. (67.49	
236-000-53980		UTILITIES	336406 - 1 CARSON RD LIF		43.02	
236-000-53980		UTILITIES	496321 - 550 W. 2ND ST W		80.90	
236-000-53980		UTILITIES	485821 - 586 W. 2ND ST. R		21.81	
236-000-53980		UTILITIES	473391 - 610 N. TRECOTT		184.34	
236-000-53980		UTILITIES	473390 - 917 BURNS ST LIF		152.06	
236-000-53980		UTILITIES	455281 - 0 N. 2ND ST SEW		5,728.50	
12/3/19 - 620949	Invoice	12/03/2019	1000045083006209490 - 1 AIRPORT RD U	0.00	38.50	
025-000-53980		UTILITIES	1000045083006209490 - 1		38.50	
12/3/19 - 795676	Invoice	12/03/2019	1000045083007956768 - 1080 AIRPORT R	0.00	35.75	
012-066-53980		UTILITIES	1000045083007956768 - 1		35.75	
12/3/19 - 797828	Invoice	12/03/2019	1000045083007978283 - 1080 AIRPORT R	0.00	35.29	
012-066-53980		UTILITIES	1000045083007978283 - 1		35.29	
002819	O.P.I.	12/12/2019	Regular	0.00	334.45	205949

Check Register

Packet: APPKT00275-12/12/19 - AP CHECK RUN

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	
AR260257/560	Invoice	12/03/2019	CLERK	0.00	196.14	
001-002-53560		MAINTENANCE/CONTRA		CLERK	196.14	
AR260265/LC04	Invoice	12/03/2019	FINANCE	0.00	1.72	
001-007-53920		SERVICE AND SUPPLIES		FINANCE	1.72	
AR260266/LC06	Invoice	12/03/2019	BUILDING DEPT	0.00	136.59	
001-009-53919		SERVICES CONTRACT		BUILDING DEPT	136.59	
210094	PET WASTE ELIMINATOR	12/12/2019	Regular	0.00	182.99	205950
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
42853019	Invoice	11/21/2019	PET WASTE REMOVAL BAGS	0.00	182.99	
052-053-53880		REPAIR & MAINTENANC		PET WASTE REMOVAL BAG	182.99	
003805	PETERBILT TRUCK PARTS & EQUIPM	12/12/2019	Regular	0.00	28,836.08	205951
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
7210329	Invoice	12/03/2019	STARTING FLUID	0.00	29.88	
002-066-53920		SERVICE AND SUPPLIES		STARTING FLUID	29.88	
P64798	Invoice	10/21/2019	REBUILD ENGINE KENWORTH #31 SEMI	0.00	28,299.90	
002-066-53926		EMERGENCY MAINTENA		REBUILD ENGINE KENWOR	28,299.90	
P65194	Invoice	10/24/2019	JAKE BRAKE & CRUISE CONTROL SWITCHE	0.00	506.30	
002-066-53880		REPAIR & MAINTENANC		JAKE BRAKE & CRUISE CON	506.30	
209767	PETTY CASH FOR R&B	12/12/2019	Regular	0.00	16.00	205952
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
4623215	Invoice	12/02/2019	CHRISTMAS TREE PERMITS	0.00	16.00	
025-000-53880		REPAIR & MAINTENANC		CHRISTMAS TREE PERMITS	16.00	
003156	PITNEY BOWES GLOBAL FINANCIAL	12/12/2019	Regular	0.00	451.56	205953
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
3310124327	Invoice	11/29/2019	QUARTERLY LEASE SERVICES	0.00	451.56	
001-003-53676		POSTAGE		QUARTERLY LEASE SERVICE	451.56	
209822	POINT S BATTLE MTN TIRE & AUTO	12/12/2019	Regular	0.00	35.50	205954
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1057066	Invoice	12/03/2019	FLAT REPAIR UNIT 65	0.00	35.50	
002-066-53880		REPAIR & MAINTENANC		FLAT REPAIR UNIT 65	35.50	
207857	PUBLIC EMPLOYEES RETIREMENT SY	12/12/2019	Regular	0.00	2,135.00	205955
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
NOVEMBER 2019	Invoice	12/10/2019	AGENCY #938 - PERS CONTRIBUTION	0.00	2,135.00	
001-015-52040		RETIREMENT-PERS		AGENCY #938 - PERS CONT	2,135.00	
002357	PUBLIC EMPLOYEES RETIREMENT SY	12/12/2019	Regular	0.00	6,405.00	205956
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
NOVEMBER 2019	Invoice	12/10/2019	AGENCY #935 - PERS CONTRIBUTION	0.00	6,405.00	
001-017-52040		RETIREMENT-PERS		AGENCY #935 - PERS CONT	6,405.00	
210509	PUBLIC EMPLOYEES RETIREMENT SY	12/12/2019	Regular	0.00	2,440.00	205957

Check Register

Packet: APPKT00275-12/12/19 - AP CHECK RUN

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	
NOVEMBER 2019	Invoice	12/10/2019	AGENCY #967 - PERS CONTRIBUTION	0.00	2,440.00	
037-000-52040		RETIREMENT-PERS		AGENCY #967 - PERS CONT	2,440.00	
209879	QUEST MEDIA AND SUPPLIES, INC	12/12/2019	Regular	0.00	2,631.90	205958
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
492910E	Invoice	12/03/2019	AVAYA SUPPORT EXTENSION	0.00	1,101.90	
001-035-53200		COMPUTER SERVICE		AVAYA SUPPORT EXTENSIO	1,101.90	
493078	Invoice	11/30/2019	NOVEMBER 2019	0.00	1,530.00	
001-035-53200		COMPUTER SERVICE		NOVEMBER 2019	1,530.00	
003201	QUILL CORP	12/12/2019	Regular	0.00	222.93	205959
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
3021941/181948	Invoice	12/03/2019	ENVELOPES / PENS	0.00	222.93	
001-005-53920		SERVICE AND SUPPLIES		ENVELOPES / PENS	222.93	
210304	QUILL CORP.	12/12/2019	Regular	0.00	11.98	205960
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2957164/824228	Invoice	11/26/2019	MOUSE PAD	0.00	11.98	
052-055-53920		SERVICE AND SUPPLIES		MOUSE PAD	11.98	
207450	RUBY MOUNTAIN WATER CO	12/12/2019	Regular	0.00	69.00	205961
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
70204R	Invoice	11/25/2019	EXEC DIRECTOR - DISPENSER RENT	0.00	13.00	
001-005-53920		SERVICE AND SUPPLIES		EXEC DIRECTOR - DISPENS	13.00	
70206R	Invoice	11/25/2019	FINANCE - DISPENSER RENT	0.00	13.00	
001-007-53920		SERVICE AND SUPPLIES		FINANCE - DISPENSER REN	13.00	
70208R	Invoice	11/25/2019	AIRPORT - DISPENSER RENT	0.00	13.00	
012-066-53920		SERVICE AND SUPPLIES		AIRPORT - DISPENSER REN	13.00	
818344	Invoice	11/22/2019	HEALTH NURSE - WATER	0.00	15.00	
003-040-53920		SERVICE AND SUPPLIES		HEALTH NURSE - WATER	15.00	
819721	Invoice	12/06/2019	COMMISSION - WATER	0.00	15.00	
001-001-53920		SERVICE AND SUPPLIES		COMMISSION - WATER	15.00	
002015	SAUNDERS OUTDOOR ADVERTISING	12/12/2019	Regular	0.00	2,100.00	205962
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
46040	Invoice	12/01/2019	DECEMBER 2019 BILLBOARD ADVERTISIN	0.00	2,100.00	
046-000-59067		NCOT - BILLBOARDS		DECEMBER 2019 BILLBOA	2,100.00	
210537	SHOP WITH A COP, INC.	12/12/2019	Regular	0.00	3,878.77	205963
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
001	Invoice	12/02/2019	SHOP W/ A COP 2019 PROGRAM - 12 CHI	0.00	3,878.77	
001-012-53850		MISCELLANEOUS DONATI		SHOP W/ A COP 2019 PRO	3,878.77	
000301	SOUTHWEST GAS CORP.	12/12/2019	Regular	0.00	15,628.73	205964

Check Register

Packet: APPKT00275-12/12/19 - AP CHECK RUN

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>11/26/19</u>	Invoice	11/26/2019	262-9900001-001 - LANDER COUNTY	0.00	15,628.73	
<u>001-009-53980</u>		UTILITIES		262-1004690-003 - 50 SR 3	2,940.43	
<u>001-009-53980</u>		UTILITIES		262-0034794-021 - 25 E 2	517.64	
<u>001-009-53980</u>		UTILITIES		262-0014152-021 - 315 S	286.92	
<u>001-009-53980</u>		UTILITIES		262-0014167-021 - 150 W.	170.11	
<u>001-009-53980</u>		UTILITIES		262-0020581-022 - 825 N	505.19	
<u>001-013-53980</u>		UTILITIES		262-1001724-003 - 2 SR 30	2,582.72	
<u>001-017-53980</u>		UTILITIES		262-0034807-022 - 184 S B	101.17	
<u>002-066-53980</u>		UTILITIES		262-0015013-022 - 550 W	561.67	
<u>002-066-53980</u>		UTILITIES		262-1002318-002 - 550 W	191.73	
<u>009-045-53980</u>		UTILITIES		262-0035458-021 - 365 E 4	293.56	
<u>025-000-53980</u>		UTILITIES		262-0034564-023 - 350 E F	764.63	
<u>025-000-53980</u>		UTILITIES		262-0014186-022 - 380 S.	60.01	
<u>046-057-53980</u>		UTILITIES		262-0035890-048 - 470 S B	112.96	
<u>052-052-53979</u>		CLUB HOUSE UTILITIES		262-1000008-003 - 205 FAI	139.47	
<u>052-052-53980</u>		UTILITIES		262-1000741-002 - 205 FAI	38.03	
<u>052-055-53980</u>		UTILITIES		262-1004806-002 - 560 AL	4,784.58	
<u>052-057-53980</u>		UTILITIES		262-0013747-021 - 625 S.	1,273.23	
<u>226-000-53980</u>		UTILITIES		262-1002248-002 - 550 W	91.54	
<u>226-000-53980</u>		UTILITIES		262-0014378-023 - 145 W	60.80	
<u>236-000-53980</u>		UTILITIES		262-1002248-002 - 550 W	91.54	
<u>236-000-53980</u>		UTILITIES		262-0014378-023 - 145 W	60.80	
210190	SPECIALTY WELDING SUPPLY	12/12/2019	Regular	0.00	816.57	205965
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>V50974</u>	Invoice	11/26/2019	WELDER PARTS	0.00	816.57	
<u>002-065-53880</u>		REPAIR & MAINTENANC		WELDER PARTS	816.57	
003510	ST OF NEVADA	12/12/2019	Regular	0.00	5,001.63	205966
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>DEC 2019</u>	Invoice	12/02/2019	ACCT #743 - LC RETIREES	0.00	5,001.63	
<u>059-000-53451</u>		GROUP INSURANCE - LC		ACCT #743 - LC RETIREES	5,001.63	
001180	ST OF NEVADA	12/12/2019	Regular	0.00	94.05	205967
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>INV09863</u>	Invoice	08/31/2019	400 VOTER REGIS APPLICATION ENGLISH	0.00	94.05	
<u>001-002-53300</u>		ELECTION EXPENSE		400 VOTER REGIS APPLICA	94.05	
000964	STACY BROOKS	12/12/2019	Regular	0.00	32.36	205968
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>9/26/19 - 11/9/1</u>	Invoice	12/06/2019	RAW FOOD REIMBURSEMENT - SENIOR C	0.00	32.36	
<u>009-044-59251</u>		RAW FOOD		RAW FOOD REIMBURSEM	28.61	
<u>009-044-59255</u>		OFFICE SUPPLIES		RAW FOOD REIMBURSEM	3.75	
003625	SUBURBAN PROPANE-1485	12/12/2019	Regular	0.00	1,214.08	205969
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>110140/1485-11</u>	Invoice	11/20/2019	AUSTIN FIRE	0.00	1,184.30	
<u>001-015-53980</u>		UTILITIES		AUSTIN FIRE	1,184.30	
<u>91593/1485-115</u>	Invoice	11/12/2019	AUSTIN FIRE	0.00	29.78	
<u>001-015-53980</u>		UTILITIES		AUSTIN FIRE	29.78	
210124	SWIMOUTLET.COM	12/12/2019	Regular	0.00	1,719.82	205970

Check Register

Packet: APPKT00275-12/12/19 - AP CHECK RUN

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	
17326559	Invoice	08/28/2019	GOGGLES / UNIFORMS / BASKETBALL	0.00	614.84	
052-055-52011		CLOTHING ALLOWANCE	GOGGLES / UNIFORMS / B		614.84	
17479458	Invoice	10/07/2019	KICKBOARD / VOLLEYBALL / UNIFORM	0.00	537.76	
052-055-52011		CLOTHING ALLOWANCE	KICKBOARD / VOLLEYBALL		537.76	
17816343	Invoice	12/03/2019	UNIFORMS	0.00	567.22	
052-055-52011		CLOTHING ALLOWANCE	UNIFORMS		567.22	
003603	SYMBOL ARTS	12/12/2019	Regular	0.00	509.50	205971
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0343565-IN	Invoice	11/22/2019	BADGE, B55A STATE SEAL, COMPACT BOO	0.00	509.50	
001-013-53920		SERVICE AND SUPPLIES	BADGE, B55A STATE SEAL,		509.50	
207536	SYSCO	12/12/2019	Regular	0.00	511.55	205972
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
285761901	Invoice	11/27/2019	RAW FOOD	0.00	511.55	
009-045-59251		RAW FOOD		RAW FOOD	306.93	
009-047-59251		RAW FOOD		RAW FOOD	204.62	
210378	THE CENTER FOR CHANGE, LLC	12/12/2019	Regular	0.00	496.62	205973
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
489	Invoice	11/26/2019	THERAPY SESSION, AARON CRUTCHER	0.00	134.65	
001-013-53720		PRISONERS MEDICAL		THERAPY SESSION, AARON	134.65	
490	Invoice	11/26/2019	THERAPY SESSION, SHADE HILL	0.00	134.65	
001-013-53720		PRISONERS MEDICAL		THERAPY SESSION, SHADE	134.65	
492	Invoice	11/26/2019	MENTAL HEALTH EVAL, SHANAE PETTIGRE	0.00	227.32	
001-013-53720		PRISONERS MEDICAL		MENTAL HEALTH EVAL, SH	227.32	
210069	TOM GRANSBERRY	12/12/2019	Regular	0.00	360.00	205974
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
12/4/19 - 12/5/1	Invoice	12/05/2019	CONTRACT WORK	0.00	360.00	
001-007-53560		MAINTENANCE/CONTRA		CONTRACT WORK	360.00	
002995	VERIZON WIRELESS	12/12/2019	Regular	0.00	90.25	205975
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9842948082	Invoice	11/25/2019	570387404-00001	0.00	90.25	
046-057-53930		TELEPHONE/FAX		570387404-00001	90.25	
002995	VERIZON WIRELESS	12/12/2019	Regular	0.00	2,237.54	205976

Check Register

Packet: APPKT00275-12/12/19 - AP CHECK RUN

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>11/22/19</u>	Invoice	11/22/2019	271685519-00001		0.00	2,237.54
<u>001-001-53930</u>		TELEPHONE/FAX		455-6953/COMMISSIONER		50.63
<u>001-001-53930</u>		TELEPHONE/FAX		455-2059/COMM WAITS		50.63
<u>001-001-53930</u>		TELEPHONE/FAX		455-2018/COMM JUDIE IP		40.01
<u>001-005-53930</u>		TELEPHONE/FAX		455-5301/COUNTY MANG		40.01
<u>001-005-53930</u>		TELEPHONE/FAX		455-7018/HR ASSISTANT/I		40.01
<u>001-005-53930</u>		TELEPHONE/FAX		455-7653/COUNTY MANA		63.83
<u>001-005-53930</u>		TELEPHONE/FAX		455-7045/ASSISTANT SAFE		74.63
<u>001-006-53930</u>		TELEPHONE/FAX		455-2563/ASSESSOR IPAD		40.01
<u>001-006-53930</u>		TELEPHONE/FAX		455-7452/ASSESSOR LURA		50.63
<u>001-008-53930</u>		TELEPHONE/FAX		455-7753/BUILDING DEPT/		52.13
<u>001-012-53930</u>		TELEPHONE/FAX		455-7026/LCSO NEW #10		40.01
<u>001-012-53930</u>		TELEPHONE/FAX		455-7031/LCSO NEW #13		40.01
<u>001-012-53930</u>		TELEPHONE/FAX		455-7184/LCSO CEJA		50.63
<u>001-012-53930</u>		TELEPHONE/FAX		455-6950/LCSO NEW #2		40.01
<u>001-012-53930</u>		TELEPHONE/FAX		455-6966/LCSO NEW #3		40.01
<u>001-012-53930</u>		TELEPHONE/FAX		455-6973/LCSO NEW #4		40.01
<u>001-012-53930</u>		TELEPHONE/FAX		455-6978/LCSO NEW #5		40.01
<u>001-012-53930</u>		TELEPHONE/FAX		455-6990/LCSO NEW #6		40.01
<u>001-012-53930</u>		TELEPHONE/FAX		455-7021/LCSO NEW #9		40.01
<u>001-012-53930</u>		TELEPHONE/FAX		455-5698/LCSO CAMPBELL		50.63
<u>001-012-53930</u>		TELEPHONE/FAX		455-5962/LCSO PHONE 4		50.63
<u>001-012-53930</u>		TELEPHONE/FAX		455-6000/LCSO NEW#8		40.01
<u>001-012-53930</u>		TELEPHONE/FAX		455-6006/LCSO NEW #7		40.01
<u>001-012-53930</u>		TELEPHONE/FAX		455-6871/LCSO PRIEST		100.62
<u>001-012-53930</u>		TELEPHONE/FAX		455-6942/LCSO NEW #1		40.01
<u>001-012-53930</u>		TELEPHONE/FAX		455-7030/LCSO NEW #12		40.01
<u>001-012-53930</u>		TELEPHONE/FAX		455-7027/LCSO NEW #11		40.01
<u>001-012-53930</u>		TELEPHONE/FAX		374-0445/LCSO LOWE		100.77
<u>001-012-53930</u>		TELEPHONE/FAX		455-2801/LCSO QUICK		50.63
<u>001-012-53930</u>		TELEPHONE/FAX		374-2354/LCSO		40.01
<u>001-012-53930</u>		TELEPHONE/FAX		374-0808/LCSO UNGER		50.63
<u>001-012-53930</u>		TELEPHONE/FAX		455-5128/LCSO		40.01
<u>001-014-53930</u>		TELEPHONE/FAX		455-2802/LCSO EDGAR		50.63
<u>001-016-53930</u>		TELEPHONE/FAX		455-5706/AUSTIN EMS IPA		40.01
<u>001-016-53930</u>		TELEPHONE/FAX		455-5567/AUSTIN EMS		50.88
<u>001-021-53930</u>		TELEPHONE/FAX		455-7438/DA OFFICE		40.01
<u>001-021-53930</u>		TELEPHONE/FAX		455-7404/DA OFFICE/HY		50.63
<u>001-021-53930</u>		TELEPHONE/FAX		455-7406/DA OFFICE TED		50.63
<u>001-021-53930</u>		TELEPHONE/FAX		455-7412/DA OFFICE		40.01
<u>001-021-53930</u>		TELEPHONE/FAX		455-7420/DA OFFICE		40.01
<u>005-000-53930</u>		TELEPHONE/FAX		374-0784/AG EXTENSION		31.04
<u>037-000-53930</u>		TELEPHONE/FAX		455-7028/KINGSTON FIRE		50.63
<u>052-052-53930</u>		TELEPHONE/FAX		455-2008/GOLF COURSE IP		40.01
<u>085-042-59361</u>		ARGENTA JP-PRIOR		455-5554/DENISE FORTUN		50.63
<u>226-000-53930</u>		TELEPHONE/FAX		455-5317/WATER & SEWE		25.31
<u>236-000-53930</u>		TELEPHONE/FAX		455-5317/WATER & SEWE		25.32
<u>300-067-53920</u>		SERVICE AND SUPPLIES		761-0050/LESLEY BUNCH		54.57
<u>300-067-53920</u>		SERVICE AND SUPPLIES		455-2000/LESLEY BUNCH		40.01

000309	VOGUE LINEN-UNIFORM RENT	12/12/2019	Regular	0.00	1,088.22	205977
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>2975864</u>	Invoice	11/07/2019	AUSTIN UNIFORMS		0.00	104.91
<u>029-000-53991</u>		MINOR EQUIPMENT/FUR		AUSTIN UNIFORMS		104.91
<u>2975865</u>	Invoice	11/07/2019	BM UNIFORMS		0.00	188.88
<u>029-000-53991</u>		MINOR EQUIPMENT/FUR		BM UNIFORMS		188.88
<u>2977167</u>	Invoice	11/14/2019	AUSTIN UNIFORMS		0.00	92.49

Check Register

Packet: APPKT00275-12/12/19 - AP CHECK RUN

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
029-000-53991		MINOR EQUIPMENT/FUR	AUSTIN UNIFORMS		92.49	
2977168	Invoice	11/14/2019	BM UNIFORMS	0.00	164.04	
029-000-53991		MINOR EQUIPMENT/FUR	BM UNIFORMS		164.04	
2978414	Invoice	11/21/2019	AUSTIN UNIFORMS	0.00	92.49	
029-000-53991		MINOR EQUIPMENT/FUR	AUSTIN UNIFORMS		92.49	
2978415	Invoice	11/21/2019	BM UNIFORMS	0.00	188.88	
029-000-53991		MINOR EQUIPMENT/FUR	BM UNIFORMS		188.88	
2979751	Invoice	11/28/2019	AUSTIN UNIFORMS	0.00	92.49	
029-000-53991		MINOR EQUIPMENT/FUR	AUSTIN UNIFORMS		92.49	
2979752	Invoice	11/28/2019	BM UNIFORMS	0.00	164.04	
029-000-53991		MINOR EQUIPMENT/FUR	BM UNIFORMS		164.04	
209628	WESTERN BIG R OF WINNEMUCCA,	12/12/2019	Regular	0.00	330.76	205978
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
243596/2 - 278	Invoice	11/25/2019	HITCH PIN / LYNCH PIN / COUPLING / BUS	0.00	330.76	
002-065-53880		REPAIR & MAINTENANC		HITCH PIN / LYNCH PIN / C	330.76	
004473	WESTERN NEVADA SUPPLY CO.	12/12/2019	Regular	0.00	1,755.58	205979
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
88112340	Invoice	11/25/2019	METER LID/METER PIT/PAD	0.00	1,633.50	
236-000-54010		NEW FIXED ASSETS		METER LID/METER PIT/PA	1,633.50	
88112340-1	Invoice	11/26/2019	METER LID	0.00	122.08	
226-000-53880		REPAIR & MAINTENANC		METER LID	122.08	
210379	WINNEMUCCA PUBLISHING CO., INC	12/12/2019	Regular	0.00	336.00	205980
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
007753 - 11/30/1	Invoice	11/30/2019	BAILIFF JOB AD	0.00	336.00	
001-023-53920		SERVICE AND SUPPLIES		BAILIFF JOB AD	336.00	
210521	WINTERGREEN CORPORATION	12/12/2019	Regular	0.00	11,541.04	205981
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
4534521	Invoice	11/20/2019	20' EVEREST TREE / TOPPER / EXT. CORD	0.00	11,541.04	
029-000-53991		MINOR EQUIPMENT/FUR		20' EVEREST TREE / TOPPE	11,541.04	
005387	XEROX CORPORATION	12/12/2019	Regular	0.00	16.00	205982
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
720259506	Invoice	12/01/2019	DEC 2019	0.00	16.00	
046-057-53930		TELEPHONE/FAX		DEC 2019	16.00	

Bank Code AP POOL OPERATING Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	160	83	0.00	209,073.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	1	1	0.00	900.00
	161	85	0.00	209,973.36

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	12/2019	209,973.36
			<u>209,973.36</u>

Lander County Commissioners Meeting

December 19, 2019

Agenda Item Number __1__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

9:10 A.M.

PUBLIC HEARING: For possible action, to approve/disapprove the adoption of Ordinance 2019-02 initiating the dissolution of the Lander County Combined Sewer and Water District #2 General Improvement District and its Board of Trustees

Public Comment:

Background: An ordinance initiating the dissolution of the Lander County Combined Sewer and Water District # 2 General Improvement District and its board of trustees.

Meeting Minutes from March 28, 2019 and June 13, 2019, letters and Business Impact Statement attached.

Recommended action:

SUMMARY: AN ORDINANCE INITIATING THE DISSOLUTION OF THE LANDER COUNTY COMBINED SEWER AND WATER DISTRICT #2 GENERAL IMPROVEMENT DISTRICT AND ITS BOARD OF TRUSTEES.

TITLE: AN ORDINANCE INITIATING THE DISSOLUTION OF THE LANDER COUNTY COMBINED SEWER AND WATER DISTRICT #2 GENERAL IMPROVEMENT DISTRICT AND ITS BOARD OF TRUSTEES; PROVIDING FOR WRITTEN NOTICE OF THE PROPOSED DISSOLUTION TO PROPERTY OWNERS WITHIN THE LANDER COUNTY COMBINED SEWER AND WATER DISTRICT #2 BOUNDARY, TOGETHER WITH THE TIME AND PLACE FOR HEARING ON THE DISSOLUTION; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

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

WHEREAS, the Lander County Combined Sewer And Water District #2 ("LCCSWD2") is a General Improvement District and quasi-municipal corporation formed under Nevada Revised Statutes Chapter 318, created by the Board of Lander County Commissioners on November 14, 1969 through Lander County Ordinance No. 14.20, presently 13.08.010; and

WHEREAS, pursuant to Ordinance No. 13.08, LCCSWD2 was established for the basic purpose of distribution, sale and delivery of municipal water and sewer services under NRS Chapter 318 to property owners within the boundary of the LCCSWD2; and

WHEREAS, LCCSWD2's powers include, but are not limited to, the power to supply sewer and water services for the town of Austin, Nevada, the assessment and collection of rates and all other powers necessary, proper or convenient to the supplying of the services described in LCC 13.08 to the property owners within the boundary of the LCCSWD2; and

WHEREAS, on March 28, 2019 in a duly noticed public meeting, at a regularly scheduled Lander County Commissioners Meeting the majority of the members of the Lander County Board of County Commissioners deemed it to be in the best interest of Lander County and of the LCCSWD2 that said district be dissolved and therefore the Lander County Commissioners formally requested by letter on April 4, 2019 that the Board of Trustees of Lander County Combined Sewer and Water District #2 agree by resolution to the dissolution, a procedure required under NRS Chapter 318 to facilitate the dissolution; and

WHEREAS, on May 6, 2019 Lander County received a letter from the Chairwoman of LCCSWD2 declining her board's willingness to agree to the dissolution or a resolution; and

WHEREAS, NRS 318.490(3) does allow certain General Improvement Districts with annual revenues of more than \$1,000,000.00 that was, on October 1, 2005, exercising powers pursuant to NRS 318.140, 318.142, or 318.144 the discretion to not agree to the dissolution within 90 days after the question was submitted to it and in which case the district may not be dissolved; and

WHEREAS, the LCCSWD2 was exercising powers pursuant to NRS Chapter 318 on October 1, 2005, LCCSWD2 does not nor has ever had annual revenues of more than \$1,000,000.00 and therefore NRS 318.490(3) is not applicable to this dissolution and Lander County may proceed with the dissolution without a resolution of agreement by LCCSWD2; and

WHEREAS, the Lander County Board of County Commissioners desires to initiate the dissolution of LCCSWD2 and to provide for written notice of the public hearing on the proposed dissolution and termination of LCCSWD2 and its Board of Trustees, setting the date, time and place for the public hearing on the dissolution and termination.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANDER, STATE OF NEVADA, DO ORDAIN:

SECTION 1.

Proceedings are hereby initiated for the dissolution/termination of LCCSWD2 and termination of its Board of Trustees pursuant to the provisions of NRS 318.490 to 318.510, inclusive.

SECTION 2.

The Board of County Commissioners, pursuant to NRS 318.490, is authorized to initiate the dissolution of and terminate the existence of LCCSWD2 and its Board of Trustees after notice and public hearing, provided that the Board makes certain factual findings. Based on the studies performed and data reviewed by county staff and presented at various commission meetings and the action taken by the Lander County Board of County Commissioners on March 28, 2019 at a scheduled meeting in which the majority of the members deemed it to be in the best interest of Lander County and of the LCCSWD2 that LCCSWD2 be dissolved, the board hereby finds and determines as follows:

- (a) It is in the best interests of the county and LCCSWD2 that LCCSWD2 be dissolved, which shall have the effect that LCCSWD2 shall cease to exist, its trustees shall be discharged from their duties as public officers, Lander County shall become the operator of the former LCCSWD2 sewer and water system, in order to better manage resources, to provide greater savings, to improve system reliability, and to better serve the residents of Lander County.
- (b) All outstanding indebtedness and bonds of all kinds of the LCCSWD2 will be assumed or paid by Lander County; and

(c) The water and sewer services of LCCSWD2 are no longer needed or can be more effectively performed by Lander County.

For the foregoing reasons, the Board hereby further finds that it is appropriate to proceed with and hereby adopts this initiating ordinance pursuant to NRS 318.490 to initiate the process of dissolving and terminating the existence of LCCSWD2 and its Board of Trustees.

SECTION 3.

Effective upon the adoption of the final ordinance of dissolution, LCCSWD2, as a governmental entity and quasi-municipal corporation, along with its governing Board of Trustees, shall cease to exist and Lander County shall assume full responsibility for the LCCSWD2 sewer and water utility functions in accordance with this ordinance and the final ordinance of dissolution.

SECTION 4.

Effective upon the adoption of the final ordinance of dissolution after the time for written protests have closed and after the hearing on the dissolution has taken place, all of the LCCSWD2's sewer and water services, powers, functions, responsibilities and obligations conferred upon and exercised by LCCSWD2 shall thereafter be assumed and performed by Lander County.

SECTION 5.

Effective upon the adoption of the final ordinance of dissolution, LCCSWD2's service area in effect prior to the adoption of the final ordinance shall become combined with Lander County's service area and shall thereafter be designated as Lander County's Service Area. All sewer and water customers that were previously customers of LCCSWD2 shall become Lander County customers. Lander County shall have the right to all future sewer and water revenues collected from such customers to do with as Lander County deems appropriate and necessary for Lander County's Sewer and Water Utility operations.

SECTION 6.

Effective upon the adoption of the final ordinance of dissolution, all of LCCSWD2's assets, its real and personal property, and all funds held by LCCSWD2 in its treasury shall be transferred to, disposed of, and used by Lander County to do all things necessary and appropriate for the prudent operation of Lander County's Sewer and Water Utility System.

SECTION 7.

Effective upon the adoption of the final ordinance of dissolution LCCSWD2 shall be dissolved and thereafter Lander County shall include LCCSWD2's service area into its own and operate as a single sewer and water utility system. Upon the adoption of the final ordinance of dissolution all

LCCSWD2 Ordinances, including its Schedule of Rates as adopted by its Board of Trustees, shall be hereby repealed. Sewer and Water customers of the combined service areas shall be subject to the rates and conditions of service under Lander County's Rules of Service, as amended, unless rates and conditions of service for LCCSWD2 sewer and water customers are more specifically addressed in the final ordinance of dissolution and referenced as an Exhibit.

SECTION 8.

That upon the proposal and approval of this ordinance, the Board of Commissioners of Lander County hereby directs the County Clerk of Lander County in accordance with NRS 318,490:

1. To certify a copy of this ordinance to the Board of Trustees of LCCSWD2;
2. To mail written notice to all property owners within the boundary of LCCSWD2. Said notice shall contain the following information:
 - (a) That this ordinance may be adopted on the 19th of December 2019;
 - (b) The determination by the Board of County Commissioners of Lander County that LCCSWD2 should be dissolved and its Board of Trustees shall cease to exist upon such dissolution; and
 - (c) The fact that on the 19th of December 2019, the Board of Commissioners of Lander County shall hold a public hearing at the hour of 9:10 a.m. on the proposed initiating ordinance to dissolve LCCSWD2 and to terminate the existence of LCCSWD2 and its Board of Trustees upon such dissolution;
 - (d) Further, that on or before the 26th of February 2020, persons who own property which is located within LCCSWD2 boundaries may protest against the dissolution of LCCSWD2. Such protest must be in writing and filed with the County Clerk of Lander County, at the Lander County Courthouse and Administration building, 50 State Route 305, Battle Mountain, Nevada; or if mailed, addressed to the Lander County Clerk, 50 State Route 305, Battle Mountain, Nevada 89820, attention Lander County Clerk.

SECTION 9.

In the event the public hearings presented on the proposed dissolution of LCCSWD2 produce substantial evidence that the dissolution of LCCSWD2 is not in the best interests of the property owners of LCCSWD2 and the public, the Board reserves the right to repeal this ordinance and continue LCCSWD2's existence, as governed by its Board of Trustees, for the established purpose of distribution, sale and delivery of municipal water and sewer services to property owners within the boundary of LCCSWD2.

SECTION 10.

- (a) All actions, proceedings, matters and things heretofore taken, had and done by the County and its officers not inconsistent with the provisions of this Ordinance are ratified and approved.
- (b) The officers of the County are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this ordinance, including without limitation the generality of the foregoing, the preparation of all necessary documents, legal proceedings and other items necessary or desirable for the dissolution of LCCSWD2. The District Attorney is authorized to make non-substantive edits and corrections to this Ordinance.
- (c) All ordinances, resolutions, bylaws and orders, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed, as of the adoption of the final ordinance of dissolution, to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part thereof, heretofore repealed.
- (d) This ordinance shall be in effect from and after its publication as hereinafter provided, and after this ordinance is signed by the Chairperson of the Board and attested and sealed by the County Clerk, this ordinance shall be published by title only, together with the names of the Commissioners voting for or against and with a statement that typewritten copies of said ordinance are available for inspection by all interested parties at the office of the County Clerk, such publication to be made in the Battle Mountain Bugle, a newspaper published and having general circulation in the County, at least once a week for a period of two weeks by two insertions as required by NRS 244.100 and any other enabling laws.
- (e) Each term and provision of this ordinance shall be valid and shall be enforced to the extent permitted by law. If any term or provision of this ordinance or the application thereof shall be deemed by a court of competent jurisdiction to be in violation of law or public policy, then it shall be deemed modified, ipso facto, to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be excised from this ordinance. In any event, the remainder of this ordinance, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected.

[Business Impact Note: The Board of County Commissioners hereby finds that this ordinance does not impose a direct and significant economic burden upon a business, nor does it directly restrict the formation, operation or expansion of a business.]

AN ORDINANCE INITIATING THE DISSOLUTION OF THE LANDER COUNTY COMBINED SEWER AND WATER DISTRICT #2 GENERAL IMPROVEMENT DISTRICT AND ITS BOARD OF TRUSTEES; PROVIDING FOR WRITTEN NOTICE OF THE PROPOSED DISSOLUTION TO PROPERTY OWNERS WITHIN THE LCCSWD2 BOUNDARY, TOGETHER WITH THE TIME AND PLACE FOR HEARING ON THE DISSOLUTION; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

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

PROPOSED on the _____ day of _____, 2019.

PROPOSED by Board Member _____

PASSED on the _____ day of _____, 2019.

AYES: Commissioners _____

NAYS: Commissioners _____

ABSENT: Commissioners _____

By: _____
_____, Chairperson

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

By: _____
Theodore C. Herrera
District Attorney

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

March 28, 2019

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

Also Via Teleconference At

AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA

9:00 A.M

Call to Order

Pledge of Allegiance

A Moment of Silence

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

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

Commissioners Reports on meetings, conferences and seminars attended

Staff Reports on meetings, conferences and seminars attended

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

CONSENT AGENDA

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

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

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

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

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

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

COMMISSIONERS

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

Public Comment

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

Public Comment

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

Public Comment

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

Public Comment

ASSESSORS

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

Public Comment

PUBLIC WORKS



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

Public Comment

FINANCE

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

Public Comment

COMMISSIONERS

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

Public Comment

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

Public Comment

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

Public Comment

*(11)

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

Public Comment

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

Public Comment

***CORRESPONDENCE**

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

Public Comment

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

ADJOURN

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

NOTE: TIMES ARE APPROXIMATE

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

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

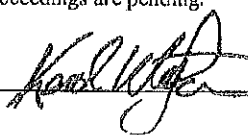
NOTICE: Any member of the public that would like to request any supporting material from the meeting, please contact the clerk's office, 50 State Route 305, Battle Mountain, Nevada 89820 (775) 635-5738.

AFFIDAVIT OF POSTING

State of Nevada)
) ss
County of Lander)

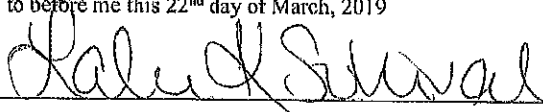
Keith Westengard, Lander County Manager of said Lander County, Nevada, being duly sworn, says, that on the 22nd day of March 2019, he posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse,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

Keith Westengard, Lander County Manager



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

Witness



Name of Agenda Lander County Commission

Date of Meeting March 28, 2019

1 (Break taken between 11:04 a.m. and 11:11 a.m.)

2
3 CHAIRMAN WAITS: We're calling the board back to order.

- 4
5 11) Discussion and possible action on whether a majority of the
6 members of the Lander County Board of County Commissioners
7 deem it to be in the best interests of Lander County and of
8 the Lander County Water and Sewer District #2 that said
9 district be merged, consolidated or dissolved and if a
10 majority of Lander County Commissioners agree, to then
11 formally request of the board of trustees of Lander County
12 Water and Sewer District #2 a resolution agreeing to the
13 merger, consolidation or dissolution, and all other matters
14 properly related thereto.

15
16 CHAIRMAN WAITS: Number 11. Austin, you're on okay?

17 MITESHELL LANHAM: Yep.

18 CHAIRMAN WAITS: Thank you.

19 Discussion and possible action on whether a majority of the
20 members of the Lander County Board of County Commissioners deem
21 it to be in the best interests of Lander County and of the
22 Lander County Water and Sewer District #2 that said district be
23 merged, consolidated, or dissolved, and if a majority of Lander
24 County Commissioners agree, to then formally request of the
25 board of trustees of the Lander County Water and Sewer District
26 #2 a resolution agreeing to the merger, consolidation, or
27 dissolution; and all other matters properly related thereto.

28 Okay. With that, one of the reasons this has come on is
29 because the last request that came before us for the additional
30 funds for meters and the sewer --

31 KEITH WESTENGARD: Pickup.

32 CHAIRMAN WAITS: -- situation we had down there. Right?
33 And we didn't take any action on it.

34 We wondered whether that would end it or whether they had a
35 lot more problems down there that would need a lot of extra
36 money to fix.

37 So the consideration was put on the agenda for us to take a
38 look at it and see what we might do as far as -- as the whole --
39 I want to say GID -- or whether we wanted it to be part of
40 Lander County or what the consideration was before we finished

1 up with our budget on the amount of funds of what we were going
2 to do.

3 So this is the first discussion item actually of where we
4 are.

5 Keith, anything you want to fill us in before we start?

6 KEITH WESTENGARD: I think you covered it pretty well.

7 It -- it -- it's the money that -- it's a concern.

8 Four years ago, I think, or five years ago, it was up at
9 6 million, and then the county paid it and bailed them out. And
10 it appears that it's going down the same road where we -- the
11 county's going to get these millions of dollars in requests for
12 projects.

13 And I think it's -- it's a good time to discuss it. And
14 ask the board -- if -- if the commissioners are interested in
15 it, it's a good time to ask the Water Sewer 2 board if they're
16 interested in disbanding and giving it over to the county.

17 CHAIRMAN WAITS: Okay.

18 COMMISSIONER CLARK: Now --

19 CHAIRMAN WAITS: With that, it's -- it's probably not fair
20 to start right in without knowing some of the conditions of
21 Austin. And, of course, you can well imagine it's a -- it's
22 really old. So therefore some of the -- some of the areas we're
23 talking about that haven't even been discovered yet that we
24 know, definitely need improvements down there. There's just no
25 question about it.

26 And so with that, if Bert is there, I'm going to ask for a
27 little information from Public Works to kind of give us an idea
28 on maybe what kind of condition that you have run into when your
29 employees are assisting them.

30 Bert, do you have any information for the board?

31 BERT RAMOS: Yeah. I'm down here, Patsy.

32 Bert Ramos, for the record.

33 So the -- just so you're aware, Patsy, I know that you had
34 brought up to me that, you know, they'd camera'd some of the
35 sewers here and that there were some that had completely
36 deteriorated. So to be clear, I don't think that they had
37 deteriorated. I believe that some of the sewers in the -- in
38 the community are still old rock sewer. It's how they built
39 them in -- in the past. There are short sections of them. Some
40 of them we're aware of. And -- and it's just how -- how the

1 system is. I don't know necessarily that it's a deterioration
2 as much as it's just -- just the age.

3 CHAIRMAN WAITS: So there's actually no piping at all.
4 They're just running down regular rock.

5 COMMISSIONER CLARK: Like the Romans did.

6 CHAIRMAN WAITS: Yeah. Like Romans did. Okay.

7 So the health department lets us get away with that until
8 we have a break? And then what? We get penalties for the break
9 and then have to put in piping?

10 BERT RAMOS: No. There's -- the -- the health department
11 really doesn't have -- have much say on that. I mean, it's --
12 it's contained. It's not a -- a loose sewer leak. It's -- it's
13 just, you know, how it's been done for -- for many years. A lot
14 of -- a lot of old pipe in the ground, you know, is asbestos.
15 And -- and that's -- and that's perfectly acceptable as well.
16 It's maybe not what -- how the common practice for now, but it's
17 not unacceptable.

18 COMMISSIONER CLARK: And somewhere in -- in my memory I'm
19 thinking it might have been Patsy said that if you have a sewer
20 problem, it's \$15,000 a day fine.

21 CHAIRMAN WAITS: If the sewage is -- is still coming out.
22 Yes.

23 COMMISSIONER CLARK: I experienced this in Tonopah one
24 time. And the sewers backed up even going up the hill.

25 So it -- and it was in residential and commercial.

26 So I don't know what Austin wants to do, but we need to get
27 this done.

28 COMMISSIONER ALLAN: So my question to start with is the
29 Lander County Water and Sewer District 2, what specifically do
30 they want? Do they want us to take them over? Or -- I mean,
31 they want to dissolve and make it a part of --

32 DISTRICT ATTORNEY HERRERA: It's -- it's --

33 Commissioner, it's kind of unfair to ask them before this
34 board makes a decision on whether it's in the best interest of
35 the county to ask them. Because that's all we can do is ask
36 them. So --

37 COMMISSIONER CLARK: Okay.

38 COMMISSIONER ALLAN: Well, I didn't --

39 COMMISSIONER CLARK: Okay.

40 COMMISSIONER ALLAN: -- know if they had made any kind of

1 indication that maybe --
2 DISTRICT ATTORNEY HERRERA: Well --
3 COMMISSIONER ALLAN: -- that's what they would --
4 DISTRICT ATTORNEY HERRERA: I -- we didn't want to put the
5 cart before the horse. Procedurally we have to -- we have to
6 formally request --
7 COMMISSIONER CLARK: Okay.
8 DISTRICT ATTORNEY HERRERA: -- what they'd like to do
9 and -- and if they'd like to merge, consolidate, and/or just
10 dissolve or -- or a hybrid of -- of -- of one of the three of
11 them if they still want to participate in some way in this.
12 So --
13 COMMISSIONER ALLAN: So --
14 DISTRICT ATTORNEY HERRERA: -- that's what -- that's
15 what -- if you guys believe that it's in the best interest of
16 the county to ask them one or all of those three, then we would
17 send a letter to them and formally request. And then they can
18 discuss it. Because otherwise they'd be violating --
19 COMMISSIONER ALLAN: So one of my --
20 DISTRICT ATTORNEY HERRERA: -- open meeting --
21 COMMISSIONER ALLAN: -- other --
22 DISTRICT ATTORNEY HERRERA: -- laws.
23 COMMISSIONER ALLAN: -- questions is: Do they have any
24 employees? Or are -- is it all volunteer?
25 DISTRICT ATTORNEY HERRERA: No, they have employees?
26 COMMISSIONER ALLAN: Okay.
27 CHAIRMAN WAITS: The board is volunteer.
28 COMMISSIONER ALLAN: Right.
29 CHAIRMAN WAITS: Right. But -- but the --
30 COMMISSIONER ALLAN: But they --
31 CHAIRMAN WAITS: -- district --
32 COMMISSIONER ALLAN: -- have --
33 CHAIRMAN WAITS: -- itself has -- has employees.
34 COMMISSIONER ALLAN: That's what I thought. They had some
35 people.
36 COMMISSIONER ANCHO: So the \$6 million that was spent
37 before, what was done with that?
38 CHAIRMAN WAITS: Paid off the loans that they had taken.
39 COMMISSIONER ANCHO: To fix? To repair stuff?
40 CHAIRMAN WAITS: No some of it was for a new sewer pond or

1 something; was it not? I mean there were several loans that
2 they had throughout the years.
3 And actually this was some time ago. I want to say at
4 least --
5 KEITH WESTENGARD: Ten.
6 CHAIRMAN WAITS: -- nine -- nine, ten --
7 KEITH WESTENGARD: Nine or --
8 CHAIRMAN WAITS: -- years --
9 KEITH WESTENGARD: -- ten.
10 CHAIRMAN WAITS: -- ago.
11 KEITH WESTENGARD: I have --
12 CHAIRMAN WAITS: And we got some net proceeds. And we paid
13 off Kingston. We paid off 6 million in Austin. And we wiped
14 everything out --
15 COMMISSIONER ANCHO: Okay.
16 CHAIRMAN WAITS: -- so that they wouldn't have to do that.
17 Because the difficult part is they're eligible for grants.
18 But a portion of the grants, 10 or 20 percent, depending on what
19 type of a grant, has to come back for them to collect. So if
20 it's a CDBG or whatever it is telling them, you've got to
21 increase your rates to pay for this. Because they can't pay for
22 it by themselves.
23 KEITH WESTENGARD: And they don't have -- there's -- it's
24 not a --
25 CHAIRMAN WAITS: We don't have --
26 KEITH WESTENGARD: -- choice.
27 CHAIRMAN WAITS: -- the people.
28 KEITH WESTENGARD: They aren't -- it's not a choice. If
29 you get it -- that CDBG grant, you have to -- if they say raise
30 it twenty -- \$20 a month, that's -- you have to do that. That's
31 part --
32 COMMISSIONER CLARK: And --
33 KEITH WESTENGARD: -- of the grant requirement.
34 COMMISSIONER ANCHO: Okay.
35 COMMISSIONER CLARK: And Austin charges --
36 FRANK WHITMAN: Frank -- Frank Whitman, here for the
37 record, for Austin.
38 CHAIRMAN WAITS: Just a -- nope. Just a minute. I don't
39 have public comment yet. Just a minute, boys.
40 FRANK WHITMAN: Very good.

1 COMMISSIONER CLARK: Austin charges if you have a water
2 line in front of your property and you're not using it. Just
3 because the water's accessible, they're going to charge you.
4 That's how they're trying to fund. They're trying to find
5 ways to fund it.
6 I -- I think there's some people down there that don't pay
7 it, though; aren't there?
8 KEITH WESTENGARD: I believe so.
9 COMMISSIONER CLARK: They're -- they're protesting.
10 COMMISSIONER ALLAN: Do we know how much they generate each
11 year revenue-wise?
12 CHAIRMAN WAITS: No, we wouldn't have any idea.
13 DISTRICT ATTORNEY HERRERA: No.
14 CHAIRMAN WAITS: That --
15 DISTRICT ATTORNEY HERRERA: We --
16 CHAIRMAN WAITS: -- we'd --
17 DISTRICT ATTORNEY HERRERA: -- would --
18 CHAIRMAN WAITS: -- have to -- to go into the books
19 to --
20 COMMISSIONER ALLAN: Which --
21 CHAIRMAN WAITS: -- find --
22 COMMISSIONER ALLAN: -- obviously --
23 COMMISSIONER SPARKS: -- to find --
24 COMMISSIONER ALLAN: -- it's --
25 CHAIRMAN WAITS: -- out.
26 COMMISSIONER ALLAN: -- it's not going to be at a profit if
27 they can't --
28 CHAIRMAN WAITS: It has --
29 COMMISSIONER CLARK: Oh, no.
30 CHAIRMAN WAITS: -- it has never been profitable per --
31 COMMISSIONER ALLAN: Right.
32 CHAIRMAN WAITS: -- se. No.
33 But the difficult thing is -- with the GID, of course, and
34 you have to have -- those are elected positions. And it's very
35 difficult. There's not a lot of people that take the time to be
36 on the water board so they've -- they've not had regular
37 meetings several times too, which means their regular business
38 and things they need to do isn't always done in the monthly
39 manner.
40 And that's -- in fact, NACO has -- has one of our -- one of

1 our BDRs in actually as a bill in hopes that the different
2 counties can appoint people on the GIDs rather than it always be
3 elected.

4 And they -- they don't have to follow term limits and things
5 like that. Because you find the same people that want to
6 volunteer and all of a sudden they can't. And a small place like
7 Austin can't always find the people that want to volunteer.

8 Even Humboldt said they had to take over -- what? -- four
9 or five of their GIDs --

10 DISTRICT ATTORNEY HERRERA: Yes.

11 CHAIRMAN WAITS: -- this -- this last couple years because
12 they just didn't have enough people to sit on the board.

13 DISTRICT ATTORNEY HERRERA: I believe Lovelock's --

14 CHAIRMAN WAITS: So that's a difficult thing --

15 DISTRICT ATTORNEY HERRERA: -- the same way.

16 CHAIRMAN WAITS: -- too.

17 Yeah. And, of course, the other thing is if we do take it
18 over, we can have an advisory board like we do airport boards.
19 We can have the local input from Austin. They still can have a
20 board, they just would be an advisory board to the county. And
21 the county can use our county employees.

22 We have certified people here under public works that, you
23 know, they're paying extra people to do that -- because they
24 don't have certification.

25 And sometimes those people -- in the minutes I read where
26 one of them didn't even -- got sick or hurt or something and
27 couldn't even do the proper reporting. And, of course, that's
28 not -- that may be his fault. He was contracted. But it falls
29 back on the water and sewer district to get it done.

30 And so they're the ones that are in trouble because they --
31 contracted and the contractor couldn't fulfill it. I mean, it
32 just goes on and on.

33 --COMMISSIONER ANCHO: So --

34 COMMISSIONER CLARK: So if there were -- if there were
35 fines accumulated by this water district, Ted? Would we be
36 responsible for them?

37 DISTRICT ATTORNEY HERRERA: No. Unless we took it over.

38 COMMISSIONER CLARK: Okay. So if we didn't take it over
39 and there was a -- an emergency, the sewer erupted or whatever
40 and it's \$15,000 a day, how would the state ever get their money

1 from --
2 DISTRICT ATTORNEY HERRERA: They'd be coming in front of
3 you and asking you for the money.
4 COMMISSIONER CLARK: Okay.
5 COMMISSIONER SPARKS: I mean, honestly, it's -- it's our
6 county, they're our people, and --
7 DISTRICT ATTORNEY HERRERA: Right.
8 COMMISSIONER SPARKS: -- we should take care of them. So
9 it's like --
10 DISTRICT ATTORNEY HERRERA: All the --
11 COMMISSIONER SPARKS: -- whatever the best way to do that
12 is --
13 DISTRICT ATTORNEY HERRERA: They deserve --
14 COMMISSIONER CLARK: Not --
15 DISTRICT ATTORNEY HERRERA: -- full services.
16 COMMISSIONER SPARKS: Yeah.
17 DISTRICT ATTORNEY HERRERA: I mean, --
18 COMMISSIONER ANCHO: Oh, absolutely.
19 DISTRICT ATTORNEY HERRERA: -- Austin deserves full
20 services, and they're not getting them. And that's bottom line.
21 COMMISSIONER ALLAN: So I really --
22 My opinion is that we can approach them to possibly
23 dissolve the district and create a board and absorb -- absorb it
24 into the county.
25 DISTRICT ATTORNEY HERRERA: Is that a question?
26 COMMISSIONER SPARKS: So --
27 COMMISSIONER ALLAN: That was just a comment.
28 DISTRICT ATTORNEY HERRERA: Yeah.
29 CHAIRMAN WAITS: I -- I have a --
30 COMMISSIONER SPARKS: Oh.
31 DISTRICT ATTORNEY HERRERA: You're right.
32 CHAIRMAN WAITS: -- I have a question. If -- if we didn't
33 dissolve, what would the merger and consolidation -- what -- how
34 would that work?
35 DISTRICT ATTORNEY HERRERA: It'd have to -- I'd have to
36 look into that further. I -- I don't know, Commissioner. It --
37 it's --
38 COMMISSIONER SPARKS: Yeah. It's --
39 I have that same question. What would -- what's the
40 (indiscernible)? What's -- how do they all differ from one

1 another?
2 DISTRICT ATTORNEY HERRERA: Don't know.
3 COMMISSIONER SPARKS: Okay.
4 CHAIRMAN WAITS: Okay.
5 COMMISSIONER ALLAN: I think --
6 COMMISSIONER SPARKS: Fair enough.
7 COMMISSIONER ALLAN: -- it would muddy the waters --
8 CHAIRMAN WAITS: Yeah.
9 DISTRICT ATTORNEY HERRERA: It -- it --
10 COMMISSIONER ALLAN: -- in merging --
11 DISTRICT ATTORNEY HERRERA: -- would.
12 COMMISSIONER ALLAN: -- and --
13 DISTRICT ATTORNEY HERRERA: It --
14 COMMISSIONER ALLAN: -- consolidating.
15 DISTRICT ATTORNEY HERRERA: A merger and a consolidation
16 would be --
17 You -- you might be able to dissolve and merge or dissolve
18 and consolidate. But if you would just merge or consolidate
19 without a dissolution, it would be problematic still.
20 COMMISSIONER CLARK: Okay. So --
21 CHAIRMAN WAITS: Okay.
22 COMMISSIONER CLARK: -- what -- what we need to do is to
23 decide what's best for the county. That's --
24 DISTRICT ATTORNEY HERRERA: That's today.
25 COMMISSIONER CLARK: -- that's the mission on this item.
26 DISTRICT ATTORNEY HERRERA: What's in the best interest
27 of Lander County?
28 COMMISSIONER CLARK: Okay.
29 CHAIRMAN WAITS: Do you want me to open up for public
30 comment now so --
31 COMMISSIONER ANCHO: I just --
32 CHAIRMAN WAITS: -- we can --
33 COMMISSIONER ANCHO: -- have one --
34 CHAIRMAN WAITS: -- get some --
35 COMMISSIONER ANCHO: -- more question --
36 CHAIRMAN WAITS: -- input --
37 COMMISSIONER ANCHO: -- and I'll --
38 CHAIRMAN WAITS: -- from --
39 COMMISSIONER ANCHO: -- get --
40 CHAIRMAN WAITS: -- Austin?

1 COMMISSIONER ANCHO: Real -- let me one more que- --
2 CHAIRMAN WAITS: Oh.
3 COMMISSIONER ANCHO: So if --
4 CHAIRMAN WAITS: Just a minute. Go ahead, Kathy.
5 COMMISSIONER ANCHO: Do they have any employees that we
6 would absorb to make sure that their employees, if they have
7 some, that if they have employees that work for that district
8 that are paid employees that we absorb them if that -- something
9 like this happens to make sure that no one loses their job?
10 UNIDENTIFIED PARTICIPANT: No. At least not on
11 (indiscernible).
12 DISTRICT ATTORNEY HERRERA: Well --
13 There's -- there's ways to do that. If we -- if we -- if
14 they're dissolved and we take it over, we'd have to follow our
15 policies and procedures. But I'm sure -- it's your department.
16 You guys can do what --
17 COMMISSIONER ANCHO: Well, --
18 DISTRICT ATTORNEY HERRERA: -- you want.
19 COMMISSIONER ANCHO: -- I just want to make sure that
20 they're -- you know, that they don't have an employee receive
21 their --
22 DISTRICT ATTORNEY HERRERA: I mean, there's -- there's ways
23 to protect them as long as we follow the policies --
24 COMMISSIONER ALLAN: But it's still not --
25 DISTRICT ATTORNEY HERRERA: -- and procedures.
26 COMMISSIONER ALLAN: -- open for public comment yet.
27 Sorry.
28 COMMISSIONER ANCHO: Okay.
29 COMMISSIONER ALLAN: So one more thing on that note is --
30 is I do think that it is -- is the responsibility of the board
31 to make the decisions what's in the best interest of the county.
32 And Austin is part of this county.
33 Is they deserve every right and entitlement that the rest
34 of the county receives.
35 And if it's in their best interest to take this over and --
36 in -- take care of their water system, I'd say go for it
37 because they need it.
38 CHAIRMAN WAITS: Well, just for the record, if every time
39 they have come before us and asked for something, we have given
40 it to them.

1 COMMISSIONER CLARK: Yeah. We have.
2 CHAIRMAN WAITS: We truly have. And -- and we are
3 concerned.
4 And we know that one way or another, like you said, it's
5 part of the county. And we're going to take care of them. So
6 what's the best way that we can take care of them?
7 So with that, we want HR -- and Elizabeth wanted to add
8 something. And we'll open it up for public comment in a moment.
9 ELIZABETH BARELA: Elizabeth Barela.
10 As far as the employee side, there is an employee, but it's
11 my understanding he is not on our payroll. But he does reap
12 some of the benefits as far as, like, insurance stuff for Aflac
13 and that. But we're going to look into it more. But I don't
14 think he is on our payroll.
15 CHAIRMAN WAITS: He has also turned in his resignation is
16 my understanding.
17 ELIZABETH BARELA: I -- not that I know of.
18 CHAIRMAN WAITS: Okay. Well, Austin told me that. And
19 then there is a part-time clerk in the office with no benefits.
20 So that's the way --
21 ELIZABETH BARELA: I don't -- there -- I don't think
22 they're on our payroll system, --
23 CHAIRMAN WAITS: No, no.
24 ELIZABETH BARELA: -- though.
25 CHAIRMAN WAITS: No, no.
26 ELIZABETH BARELA: Okay.
27 CHAIRMAN WAITS: No.
28 COMMISSIONER CLARK: Okay.
29 CHAIRMAN WAITS: Okay. Austin, we've opened it for public
30 comment for you.
31 FRANK WHITMAN: Frank Whitman, for the record.
32 Just a couple of items for your information.
33 The -- the 5 million in the past that the county paid off
34 our bonds was we had an arsenic problem. And we -- we either
35 had to -- they were mandated to either build an arsenic
36 treatment plant or find a solution.
37 And the board at that time did find a solution. And that
38 is we drilled a few more well- -- wells. And we blend our water
39 so that we are within the standards that the government mandated
40 for drinking -- safe drinking water.

1 And -- and that's what that money was about.

2 The second item I wanted to point out was that we had some
3 people on that board who had long experience with our water --
4 water department, but because of term limits, we've lost that
5 talent.

6 And I think that the new board -- it's not that they can't
7 figure it out. I certainly don't mean it disparaging.

8 We don't have the long institutional memory right now that
9 we used to -- used to have there.

10 I think that's been a -- been a problem for them, a
11 stumbling block.

12 And lastly, the additional monies needed to do immediate
13 repairs on Main Street coming up next year, if the GID was to
14 have to assume that amount, the -- over a four-year loan with
15 the United -- the Department of Agriculture -- and that -- that
16 money is available. But the -- what it would do to our rate
17 structure could be really cost-prohibitive of doubling,
18 tripling, even four times our water rates here in town for our
19 small economic base.

20 Just -- just so you understand some of the, you know, the
21 other pieces of the puzzle here. That's all I have.

22 I think some other -- other people here may want to comment
23 too.

24 COMMISSIONER SPARKS: Thanks, Frank.

25 CHAIRMAN WAITS: Okay.

26 Any other public comment, Austin?

27 LOUIS LANI: This is Louis Lani down here.

28 On the \$5 million, actually we were able to spend
29 \$4 million of it. And Lander County took back \$1 million I was
30 going to use for water meters.

31 But it did clean out all of our debts. So the water
32 department was debt-free. And I fell under the category of term
33 limits after 42 years. So --

34 We live and learn, I guess.

35 CHAIRMAN WAITS: Thank you, Louis.

36 LOUIS LANI: (Indiscernible.) Anything to add? Good,
37 better, otherwise?

38 CHAIRMAN WAITS: I'm sorry. Did someone else want to
39 speak?

40 MITESHELL LANHAM: No. I think that's it.

1 CHAIRMAN WAITS: Okay.
2 Well, as far as the board, we don't have to necessarily
3 make a motion today if -- if it's something that -- that we've
4 discussed now and we'd like to take it back to the Austin Water
5 and Sewer District #2 and ask them for their input and for them
6 to write a letter to us on what -- what they feel.
7 DISTRICT ATTORNEY HERRERA: We have -- we have to make a
8 decision --
9 COMMISSIONER CLARK: We have to --
10 DISTRICT ATTORNEY HERRERA: -- first.
11 COMMISSIONER CLARK: -- have a decision.
12 CHAIRMAN WAITS: We have to make a decision?
13 COMMISSIONER CLARK: Yes.
14 DISTRICT ATTORNEY HERRERA: They would be violating open
15 meeting laws otherwise. There's no issue unless you make it an
16 issue.
17 CHAIRMAN WAITS: So we have to make a decision one way or
18 the other?
19 COMMISSIONER CLARK: Yes.
20 DISTRICT ATTORNEY HERRERA: Well, yeah.
21 CHAIRMAN WAITS: Okay.
22 COMMISSIONER ALLAN: I'll make a motion that Lander County
23 Board of County Commissioners deem it in the best interest of
24 Lander County to absorb the Lander County Water and Sewer
25 District #2 in Austin and --
26 CHAIRMAN WAITS: What did you say? Dissolve the GID?
27 COMMISSIONER ALLAN: And dissolve -- and request them to
28 dissolve their GID?
29 DISTRICT ATTORNEY HERRERA: Yes.
30 COMMISSIONER ALLAN: Did you catch all --
31 DISTRICT ATTORNEY HERRERA: It's to --
32 COMMISSIONER ALLAN: -- that, Ted?
33 DISTRICT ATTORNEY HERRERA: Pardon me?
34 COMMISSIONER ALLAN: Did you catch all that?
35 DISTRICT ATTORNEY HERRERA: Y- -- let me see. And did you
36 include to formally request of them?
37 COMMISSIONER ALLAN: Yes. To dissolve --
38 DISTRICT ATTORNEY HERRERA: Then that's --
39 COMMISSIONER ALLAN: -- the G- --
40 DISTRICT ATTORNEY HERRERA: Good.

1 COMMISSIONER ALLAN: -- the GID. Okay.
2 DISTRICT ATTORNEY HERRERA: Okay. I'm good with it.
3 That will allow us to write a letter to them, a formal
4 letter.
5 CHAIRMAN WAITS: Okay. So it's actually the beginning.
6 DISTRICT ATTORNEY HERRERA: This is the beginning.
7 CHAIRMAN WAITS: Absolutely.
8 COMMISSIONER CLARK: Yeah.
9 CHAIRMAN WAITS: It's going to take a while. Okay.
10 COMMISSIONER SPARKS: I'll second that.
11 CHAIRMAN WAITS: Okay. Judie made the motion. And Bryan
12 seconded that.
13 Any other discussion here?
14 COMMISSIONER CLARK: This -- the one thing I want to say
15 that -- that came up in conversation with the people from Austin
16 is rather unique and maybe not completely accurate, but the
17 statement was that Lander County receives net proceeds of mines'
18 money, and it's for all of Lander County. And that's always
19 stuck in my mind. And I'd -- it -- the money comes through the
20 county. We're responsible for the -- for the money. So the
21 county has to make the decision on where it's used.
22 But that's very interesting aspect of the point of view
23 that some of the people in Austin have. I just wanted to
24 mention that.
25 CHAIRMAN WAITS: Any other public comment?
26 (No comment.)
27 CHAIRMAN WAITS: All in favor?
28 COMMISSIONER SPARKS: Aye.
29 COMMISSIONER CLARK: Aye.
30 COMMISSIONER ANCHO: Aye.
31 COMMISSIONER ALLAN: Aye.
32 CHAIRMAN WAITS: Aye.
33 Any opposed?
34 (No comment.)
35 CHAIRMAN WAITS: Okay. There you have it, the beginning.
36 And we write the letter, and they get to respond.
37 DISTRICT ATTORNEY HERRERA: Yes.
38 CHAIRMAN WAITS: Okay.
39 COMMISSIONER CLARK: We need to -- you're going to go ahead
40 and do this?

1 DISTRICT ATTORNEY HERRERA: Keith and I will --
2 COMMISSIONER CLARK: Okay.
3 DISTRICT ATTORNEY HERRERA: We'll get --
4 COMMISSIONER CLARK: Okay.
5 DISTRICT ATTORNEY HERRERA: -- together and --
6 COMMISSIONER CLARK: Because nobody --
7 CHAIRMAN WAITS: Number --
8 COMMISSIONER CLARK: -- asked --
9 CHAIRMAN WAITS: -- 13.
10 COMMISSIONER CLARK: -- you do it, Ted. And that's the
11 proper procedure.
12 COMMISSIONER ALLAN: So I --
13 DISTRICT ATTORNEY HERRERA: I mean, I'm stepping up.
14 COMMISSIONER ALLAN: I --
15 COMMISSIONER CLARK: You're the man.
16 COMMISSIONER ALLAN: I do have a question. We write the
17 letter and what if they come back and say no?
18 DISTRICT ATTORNEY HERRERA: Then we don't do it.
19 COMMISSIONER ALLAN: Okay.
20 DISTRICT ATTORNEY HERRERA: Then you have to decide whether
21 you're going to give them the money.
22 COMMISSIONER CLARK: The power of the purse.
23
24
25 **CORRESPONDENCE**
26
27 13) **Correspondence, reports, potential upcoming agenda items.**
28
29 CHAIRMAN WAITS: Correspondence -- Number 13.
30 Correspondence, reports, potential upcoming agenda items.
31 COMMISSIONER CLARK: There's a --
32 I got a text from Ira Hansen. There's a gun bill
33 8:00 o'clock Monday morning -- anti gun bill on the legislature
34 floor.
35 CHAIRMAN WAITS: We're -- we're on agenda items.
36 COMMISSIONER CLARK: Oh. I thought we were on
37 correspondence.
38 COMMISSIONER ANCHO: The health --
39 CHAIRMAN WAITS: We are.
40 COMMISSIONER ANCHO: -- nurse.

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

June 13, 2019

**AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA**

Also Via Teleconference At

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

10:00 A.M. Call to Order
Pledge of Allegiance
A Moment of Silence
Lander County Commissioners may break for lunch from 12:00 pm to 1:15 pm.
Any agenda item may be taken out of order, may be combined for consideration by the public body, and items may be pulled or removed from the agenda at any time.
Commissioners Reports on meetings, conferences, and seminars attended.
Staff Reports on meetings, conferences and seminars attended.

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

CONSENT AGENDA

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

- (1) Approval of May 23, 2019 Agenda Notice
- (2) Approval of March 19, 2019 Special Meeting Budget Workshop Minutes
- (3) Approval of March 28, 2019 Meeting Minutes
- (4) Approval of April 1, 2019 Special Meeting Budget Workshop Minutes
- (5) Approval of April 11, 2019 Meeting Minutes
- (6) Approval of April 25, 2019 Meeting Minutes
- (7) Approval of May 9, 2019 Meeting Minutes
- (8) Approval of May 23, 2019 Meeting Minute
- (9) Approval of the Payment of Bills

COMMISSIONERS

- (1) Discussion and possible action to approve/disapprove the following union contracts:
 1. General Employees,
 2. Lander County Sheriff's Association,
 3. Lander County Law Enforcement Employees Association,

and all other matters properly related thereto.

Public Comment

- (2) Discussion and possible action to approve/disapprove the demolition of and whether to rebuild the Lander County Building previously used by the Austin Youth Center located at 67 Main St Austin, NV 89310, and all other matters properly related thereto.

Public Comment

- (3) Discussion and possible action regarding a presentation to Frank Whitman, and all other matters properly related thereto.

Public Comment

- (4) Discussion and possible action regarding direction to take on the Austin Rodeo Grounds, and all other matters properly related thereto.

Public Comment

- (5) Update presented by Summit Engineering on the Austin Realignment Project, and all other matters properly related thereto.

Public Comment

- (6) Discussion and possible action to approve/ disapprove a renewal proposal from the Nevada Public Agency Insurance (POOL) and approval of payment in an amount not to exceed (\$390,321.06) as presented by Wayne Carlson, and all other matters properly related thereto.

Public Comment

- (7) Presentation from Sean Gephart of the Nevada Department of Agriculture on noxious weeds, and all other matters properly related thereto.

Public Comment

- (8) Discussion and possible action with regard to this boards' prior decision on March 28, 2019 wherein the Lander County Board of County Commissioners deemed it to be in the best interests of Lander County and of the Lander County Combined Sewer and Water District #2 that said District be merged, consolidated or dissolved. That the Lander County Board of County Commissioners need to discuss the response from the District to a letter sent on April 4, 2019 by the County Manager and take action on whether to proceed pursuant to ~~NRS~~ 318.490 and enact an ordinance that allows for the merger, consolidation or dissolution of the District after the required procedures are followed or whether to allow the District to continue as such without further action by the Lander County Board of County Commissioners, and all other matters properly related thereto.

Public Comment

PUBLIC WORKS

- (9) Discussion and possible action to approve/ disapprove the Austin 2019 micro slurry project in an amount not to exceed \$300,000, and all other matters properly related thereto.

FINANCE

- (10) Discussion and possible action to approve/ disapprove Resolution 2019-06 to Augment FY 18-19 Budget for the Airport Capital Improvement Fund 380, all other matters properly related thereto.

Public Comment

- (11) Discussion and possible action to approve/disapprove Resolution 2019-07 Directing Apportionment of Net Proceeds received in the month of May 2019, and all other matters properly related thereto.

Public Comment

- (12) Update from Lander County Fiscal Officer, and all other matters properly related thereto.

Public Comment

CORRESPONDENCE

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

Public Comment

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

ADJOURN

NOTE: TIMES ARE APPROXIMATE

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

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

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

AFFIDAVIT OF POSTING

State of Nevada)
) ss
County of Lander)

Keith Westengard, Lander County Manager of said Lander County, Nevada, being duly sworn, says, that on the 7th day of June, 2019, he posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse, 4) Swackhamer's Plaza Bulletin Board, 5) Kingston Community Hall Bulletin Board, and 6) Austin Courthouse in said Lander County, where proceedings are pending.

Keith Westengard, Lander County Manager _____

Subscribed and sworn to before me this 7th day of June, 2019.

Witness _____

Name of Agenda: Lander County Commission

Date of Meeting: June 13, 2019

269 followed or whether to allow the District to continue as such without further
270 action by the Lander County Board of County Commissioners, and all other
271 matters properly related thereto.

272 11:12 a.m.

273
274 Chairman Waits stated that a letter was sent out to the district regarding this issue. Waits read the
275 letter of response on the record. Chairman Waits stated that they would like to keep the board
276 active and suggested a public meeting regarding if they should keep the board or not.
277 Commissioner Allan stated that she agreed with Waits. Commissioner Sparks agreed as well.

278
279 **PUBLIC COMMENT**

280
281 Commissioner Clark asked for public comment on what the water rates currently were. Dee
282 Helming stated the monthly rate was under \$60 and the commercial is \$70 unless you go over on
283 the sewage then it is more.

284 Commissioner Allan made a motion to have a community meeting with the residents of the
285 south.

286 Chairman Waits stated that they could schedule a meeting and inquired on how many
287 commissioners they would need.

288 District Attorney Herrera stated that as long as not more than two commissioners come they
289 don't need to follow the open meeting law.

290 Commissioner Allan and Chairman Waits volunteered to conduct the meeting. The meeting with
291 the Austin residents and business owners will be held Monday, June 24, 2019 at 6:00 p.m. with
292 the Austin courthouse as the location.

293 Commissioner Allan motioned, Vice Chairman Ancho seconded. All in favor. Voted and carried.

294 **APPROVED**

295
296 (6) Discussion and possible action to approve/disapprove a renewal proposal
297 from the Nevada Public Agency Insurance (POOL) and approval of
298 payment in an amount not to exceed (\$390,321.06) as presented by
299 Wayne Carlson, and all other matters properly related thereto.

300 11:27 a.m.

301
302 Allen Kalt on behalf of Wayne Carlson, representing the POOL/PACT, addressed the board on
303 the programs they provide to all members, gave a quick overview of the services, and thanked
304 the board for their support.

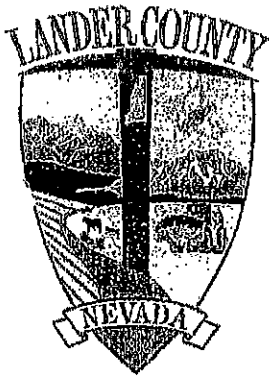
305 Chairman Waits stated that he usually has amounts listed on the printout. Kalt stated that the
306 rates went up due to the payroll increase from 154 to 165 employees, and number of autos from
307 180 to 188. He stated that this renewal's premium is less than the rates were as of 2017.

308 Commissioner Allan made a motion. Vice Chairman Ancho seconded. All in favor. Voted and
309 carried.

310 **APPROVED**

311
312 **PUBLIC COMMENT**

313 No public comment



LANDER COUNTY
OFFICE OF THE COUNTY MANAGER

KEITH WESTENGARD
COUNTY MANAGER

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

April 4, 2019

Lander County Combined Sewer and Water District #2
General Improvement District
P.O. Box 144
Austin, Nevada 89310

Attn: Board of Trustees

To Board of Trustees:

On March 28, 2019 at a regularly scheduled Lander County Commissioners Meeting, Item number 11 was on the agenda and stated in pertinent part:

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

The County Commissioners discussed this item, deliberated and took public comment before taking the following action by majority motion. The majority of the members of the Lander County Board of County Commissioners deem it to be in the best interest of Lander County and of the Lander County Combined Sewer and Water District #2 that said district be merged, consolidated or dissolved and therefore the Lander County Commissioners are formally requesting that the Board of Trustees of Lander County Combined Sewer and Water District #2 agree by resolution to the merger, consolidation or dissolution.

This action taken by the Lander County Commissioners was pursuant to NRS 318.490 which statute has certain procedures which must be followed. These procedures are outlined below.

First, whenever a majority of the members of the board of county commissioners of any county deem it to be in the best interests of the county and of the district that the district be merged, consolidated or dissolved the board of county commissioners shall so determine by ordinance, after there is first found, determined and recited in the ordinance that:

- (a) All outstanding indebtedness and bonds of all kinds of the district have been paid or will be assumed by the resulting merged or consolidated unit of government.
- (b) The services of the district are no longer needed or can be more effectively performed by an existing unit of government.

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

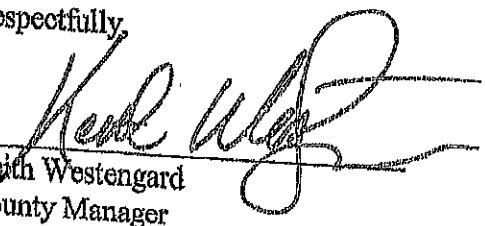
- (a) The adoption of the ordinance;
- (b) The determination of the board of county commissioners that the district should be dissolved, merged or consolidated; and
- (c) The time and place for hearing the dissolution, merger or consolidation.

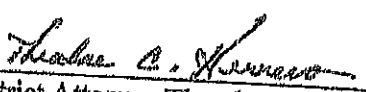
This same procedure is followed if the board of trustees of a district, by resolution agrees to such a merger, consolidation or dissolution. Lander County is formally requesting that the Board of Trustees of Lander County Combined Sewer and Water District #2 agree by resolution to the merger, consolidation or dissolution and submit said resolution to the county for inclusion into the ordinance.

For your edification, it should be noted that NRS 318.490(3) does allow certain General Improvement Districts with annual revenues of more than \$1,000,000.00 that was, on October 1, 2005, exercising powers pursuant to NRS 318.140, 318.142 or 318.144 the discretion to not agree to the merger, consolidation or dissolution within 90 days after the question was submitted to it and in which case the district may not be merged, consolidated or dissolved. However, since Lander County Combined Sewer and Water District #2 does not have annual revenues of more than \$1,000,000.00 this option is not available.

Please let Lander County know if you prefer to proceed by agreeing to the merger, consolidation or dissolution by resolution which would be the most efficient and practical method. Otherwise the Lander County Commissioners will begin the process to enact an ordinance and set the merger, consolidation or dissolution for hearing and possible passage.

Respectfully,


Keith Westengard
County Manager


District Attorney Theodore C. Herrera

cc: Lander County Board of Commissioners

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

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

May 6, 2019

Lander County
Office of the County Manager
50 State Route 305
Battle Mountain, NV 89820

Dear Mr. Westengard,

This letter is in response to the letter received on April 8, 2019.

It is the sincere belief of the Lander County Combined Sewer & Water District # 2 (LCCSWD2) that the circumstances leading to the Lander County Board of Commissioners issuing a letter requesting a path forward towards merger, partnership or dissolution with LCCSWD2 is the result of the lack of communication and understanding of each party's position. LCCSWD2 Board is writing this letter not as a final solution but as the first step to cleaning up some of the details.

LCCSWD2 was entirely unaware of the perception that it was necessary for the county to step in and assume responsibility. It is our understanding that the recent expenditure requests submitted by LCCSWD2 to the Commissioners are the catalysts for the situation. During the 2018-19 budget cycle, LCCSWD2's board requested and was granted \$2,600,000.00. The amount requested from the county at that time was reflective of the costs planned for during the PER project prepared for LCCSWD2 by Dean Day Engineering for the project known as, "Highway 50 Project". The county was not the only source of money that the district pursued to fund the project. Over the span of many months; with coordination with the State Revolving Fund, USDA Grant Program and Nevada Rural Water the LCCSWD prepared itself and its finances to secure the funding through a combination of principle forgiveness loans, loans and grants. In order to qualify, the district needed to adjust its revenues to an amount that was acceptable to the lenders. During a year long process, LCCSWD2 developed ways to meet those requirements. The process began with the restructuring of the rates. This allowed for the increase of our system obligation fees on all lots while user water rates would be lowered causing their monthly bills remain unchanged. This plan was then detailed out over the course of several meetings with a great input from the community. Due to how the draw process works when receiving funding from USDA, LCCSWD2 asked the County Commissioners if they could pay ~~put~~ the funds for the Water side

of the Highway 50 Project up front to secure the loans and grants, with the county to immediately receive their money back with once the contracts were certified. The Board did not implement these rates due to the generosity of the County Commissioners to cover the entire project.

The Highway 50 Project is in principle a Nevada Department of Transportation project to redo Highway 50 through the town of Austin. In conjunction with that, LCCSWD2 will be replacing concrete asbestos water lines and lining sewer lines that are more than 40 years old. Because NDOT is the primary on the project, the district is subject to their schedule. It has become necessary to delay the project several times which is why it was requested in this years' budget that the original amount be rolled over and have an increase to the contingency sector of the budget. While a representative from the district was tasked with attending the budget meetings and requesting this rollover, the idea was submitted to the board to request funding for secondary projects in and around the town. The idea received mixed responses from the board. Several that had been on the board before had trimmed these projects from planning because while they are important and necessary, they were deemed to be a lower priority than The Highway 50 project. The prevailing argument was one that hinged on convenience. The idea was put forth and accepted, perhaps in error, that the county was sitting on more than \$150million that was unencumbered in any budget. The idea was that there was nothing to lose by requesting the additional money because the worse that could happen was a denial of the request from the county. It was the voted to direct the representatives to request the money for these other projects but ensure that it was separate from the previously approved amount for The Highway 50 Project as to not comingle the amounts or intent.

While acting in good faith and with the best intent of LCCSWD2 a representative of the board was sent to the Commissioners meeting on March 18th of 2019, with the purpose of presenting a grant request of \$3.9 million dollars. It was at this time that the Board believes the urgency and nature of the request may have been misunderstood. The request as presented to the commissioners was comprised solely of the engineer's estimate of the project costs. Though LCCSWD2 representative was available to take questions, none were asked. Taken alone, the engineers estimates do not reflect all of the considerations that the board takes when viewing these projects. More time should have been taken to adequately show the board's priorities and thought process. This board should have put together a more nuanced request for funding we believe available via grant. We take full responsibility for not providing the adequate oversight for the request.

We do not believe that it is necessary to dissolve LCCSWD2 as we can demonstrate that the system is operational and that it is run efficiently in or under budget year to year. The biggest failing of LCCSWD2 is not having prepared over the decades for the enormous costs that were always "down the road" and understanding that there may have been no way for previous boards to anticipate the extraordinary costs and compliance mandates that have grown since the districts creation.

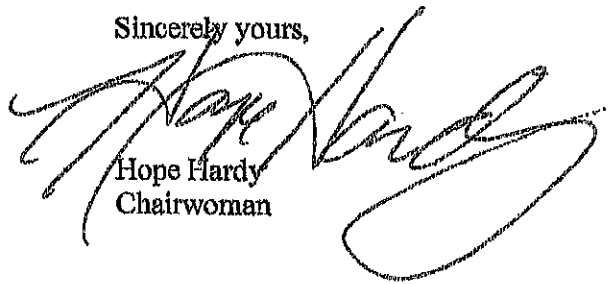
The letter sent to the district on behalf of the commissioners was lacking other than reference to some statutory capabilities and a formal request to start the conversation. This board recognizes the potential benefits to its customers and stake holders that access to Lander County funds

would provide. It is also important to the board and members of the community that authority and accountability remain inside the community.

We look forward to continuing conversation with the commissioners and its representatives moving forward. We believe that a few voices have skewed this conversation so that is seemed more-desperate need than it needed to be. The LCCSWD2 Board looks forward to cooperative work to resolve these issues.

The LCCSWD2 Board, appreciates the fact that you have very patient with us in this matter.

Sincerely yours,

A large, stylized handwritten signature in black ink, appearing to read 'Hope Hardy', is written over the typed name and title.

Hope Hardy
Chairwoman



LANDER COUNTY
OFFICE OF THE COUNTY MANAGER

KEITH WESTENGARD
COUNTY MANAGER

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

August 13, 2019

Dear Business Owner,

Lander County Commission, at its regularly scheduled meeting on March 28, 2019 and in accordance with NRS 318.490, deemed it to be in the best interest of the county and of the district that the Lander County Water and Sewer District #2 be dissolved and the responsibilities of the district be transferred to Lander County. In accordance to NRS 237.080 before a governing body of a local government adopts a proposed rule, the governing body or its designee must make a concerted effort to determine whether the proposed rule will impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business.

It is hereby noticed that any trade association, owner or officers of business may submit data or arguments to the governing body or its designee as to whether the proposed rule will:

- (a) Impose a direct and significant economic burden upon a business; or
- (b) Directly restrict the formation, operation or expansion of a business. Please have any data or arguments submitted to the Lander County Manager at 50 State Route 305 Battle Mountain, NV 89820 on or before August 30, 2019 for consideration.

If you have any questions regarding this notice, please contact the Lander County Manager at 775-635-2885.

Respectfully,

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

Keith Westengard
Lander County Manager

Public Notice to Businesses within the Water and Sewer District # 2:

Lander County Commission, at its regular Scheduled meeting on March 28, 2019 and in accordance with NRS 318.490, deemed it to be in the best interest of the county and of the district that the Lander County Water and Sewer District #2 be dissolved and the responsibilities of the district be transferred to Lander County. In accordance to NRS 237.080 before a governing body of a local government adopts a proposed rule, the governing body or its designee must make a concerted effort to determine whether the proposed rule will impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business.

It is hereby noticed that any trade association, owner or officers of business may submit data or arguments to the governing body or its designee as to whether the proposed rule will:

- (a) Impose a direct and significant economic burden upon a business; or
- (b) Directly restrict the formation, operation or expansion of a business.

Please have any data or arguments submitted to the Lander County Manager at 50 State Route 305 Battle Mountain, NV 89820 on or before August 30, 2019 for consideration. If you have any questions regarding this notice, please contact the Lander County Manager at 775-635-2885.

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

P. O. Box 144 or 122 Main Street

Austin, Nevada 89310

Phone: 775-964-2676

Fax: 775-964-1417

November 13, 2019

Lander County Commissioners and Town Manager
50 State Route 305
Battle Mountain

Dear County Commissioners,

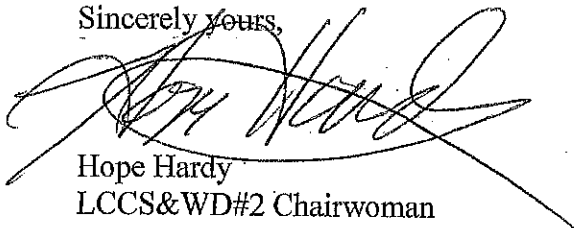
The Lander County Combined Sewer and Water District # 2 (LCCSWD2) Board met on November 12, 2019 to discuss a resolution, namely resolution 102.

After much debating the Board decided to write this letter, recognizing Lander County Commissioners are in a position to dissolve the district and its employees, and we will fully co-operate in the process as will our employees.

Lander County Combined Sewer and Water Board only asked the county for assistance to improve and update our system, keeping it safe for the consumers, while keeping the cost down. The board looks forward to seeing all of the changes and improvements with the County stepping up and dissolving the system.

In closing we again ask that the County to consider keeping our employees on their current jobs, at least until they have had the opportunity to re-apply for you or have a new job.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Hope Hardy', is written over a horizontal line.

Hope Hardy
LCCS&WD#2 Chairwoman

BUSINESS IMPACT STATEMENT

The following business impact statement was prepared pursuant to NRS 237.090 to address the proposed impact of Lander County absorbing the processes, fee collections, implementation of fees and payment of expenditures of the Water and Sewer District #2 Board.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

On March 28, 2019 the Lander County Commissioners at a regular scheduled meeting discussed whether a majority of the members of the Lander County Board of County Commissioners deem it to be in the best interests of Lander County and of the Lander County Water and Sewer District #2 that said district be merged, consolidated or dissolved and if any majority of Lander County Commissioners agree, to then formally request of the board of trustees of Lander County Water and Sewer District #2 a resolution agreeing to the merger, consolidation or dissolution. The motion being the Lander County Board of County Commissioners deem it in the best interest of the Lander County to absorb the Lander County Water and Sewer District #2 in Austin and request them to dissolve their GID. There was public comment regarding what past funds were used for in the district as well as funds that were returned to the county in the past. There was no comment from any trustee of the Water and Sewer District #2.

On April 4, 2019, a letter was sent pursuant to NRS 318.490 requesting the Lander County Water and Sewer District #2 to agree to the merger, consolidation or dissolution by resolution.

On May 6, 2019, Lander County Combined Sewer and Water District #2 replied to the letter stating that "This board recognizes the potential benefits to its customers and stake holders that access to Lander County funds would provide. It is also important to the board and members of the community that authority and accountability remain inside the community." In addition, "We look forward to continuing conversation with the commissioners and its representatives moving forward." Lander County Combined Sewer and Water District #2 did not agree to the initial terms.

On June 13, 2019 the following item was discussed at the regularly scheduled Lander County Commissioner Meeting held at the Austin Court House;

Discussion and possible action with regard to this boards' prior decision on March 28, 2019 wherein the Lander County Board of County Commissioners deemed it to be in the best interest of Lander County and of the Lander County Combined Sewer and Water District #2 that said District be merged, consolidated or dissolved. That the Lander County Board of County Commissioners need to discuss the response from the District to a letter sent on April 4, 2019 by the County Manager and take action on whether to proceed pursuant to NRS 318.490 and enact an ordinance that allows for the merger, consolidation or dissolution of the District after the required procedures are followed or whether to allow the District to continue as such without further action by the Lander County Board of County Commissioners, and all other matters properly related thereto. There was public comment from one business owner in the district to inform the commission of the water and sewer current rates. There was no other public comment and no comment from any trustee of the Water and Sewer District #2.

A meeting with the Austin Residents and business owners was held on June 24, 2019 at 6 p.m. at the Austin Courthouse to gather information regarding if they would like to keep the Water and Sewer District #2 board as a functioning board. No members of the Lander County Water and Sewer District #2 board came to this meeting for comment. Comment gathered from business owners and residents of the district were indifferent as long as their rates did not increase.

On August 13, 2019 a letter was sent to all business owners from Lander County asking them to submit any concerns they may have regarding a direct and significant economic burden upon a business or whether the change will directly restrict the formation, operation or expansion of a business. The data or arguments were to be set in to the Lander County Manager on or before August 30, 2019. No written responses were received. One phone call was received from a local business owner in favor of the change.

A copy of the Agenda and Minutes of the agenda items can be obtained through the Lander County Clerk's Office at 50 State Route 305 Battle Mountain NV 89820 or online at landercountynv.org.

A copy of this document and any supporting documentation can be obtained in the Administration office of the Lander County Courthouse and Administration Building at 50 State Route 305 Battle Mountain NV 89820.

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

No adverse effects by this Rule impose a direct and significant economic burden upon a business, nor does it directly restrict the formation, operation or expansion of a business.

Beneficial effects:

The Lander County Water and Sewer District #2 has not had enough revenue in the past to cover maintenance and expansion of their district. This has caused them to reach out for loans and grants in turn having to ask Lander County for the funds to pay off the loans. Dissolution of the District and absorption by Lander County will prevent Lander County Water and Sewer District #2 from raising their water and sewer rates set by loans that they receive. Lander County has the funding to correct the maintenance and expansion issues that are in Austin.

Direct effects:

- Of a five member, elected and unpaid board there are only three members active. These members services would no longer be necessary. (Personal Impact no Business Impact)
- There are two paid employees of the Lander County Water and Sewer District # 2, their services may be deemed unnecessary, or there is a possibility of them staying on as Lander County Employees. (Personal Impact no Business Impact)
- Fees will be paid through the Lander County Treasurers Office.

Indirect effects:

None known

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses. Add a statement regarding whether any, and if so which, of the methods were used: (Include whether the following was considered : simplifying the proposed rule; establishing different standards of compliance for a business; and if applicable, modifying a fee or fine set forth in the rule so that business could pay a lower fee or fine).

Method number one: Lander County Sewer and Water District #2 remains as an active General Improvement District relying on grants and loans from the local government, federal and state entities. This would have include the possibility of water and sewer rates in this district to increase due to loan rate reimbursements as well as the possibility of Lander County granting money to the district for assistance with the loan reimbursements.

Method number two: Dissolve the Lander County Sewer and Water District #2. This would enable Lander County to absorb the costs, maintenance and expansion into their yearly budgets preventing the possibility of increased water and sewer rates due to loan reimbursement.

On March 28, 2019 the Lander County Commission, at its regularly scheduled meeting, and in accordance with NRS 318.490, deemed it to be in the best interest of the county and of the district to dissolve Lander County Water and Sewer District #2 and the responsibilities of the district be transferred to Lander County.

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is: \$ Unknown at this time.

5. (If applicable, provide the following): The proposed rule provides for a new fee or increases an existing fee and the total annual amount expected to be collected is:

There will be no fee increases. The total annual amount expected to be collected will remain the same.

6. The money generated by the new fee or increase in existing fee will be used by the local government to:

All fees collected in this district will go into a fund that will be designated for future maintenance and expansion of the districts water and sewer system.

7. (If applicable, provide the following): The proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity. The following explains when such duplicative or more stringent provisions are necessary:

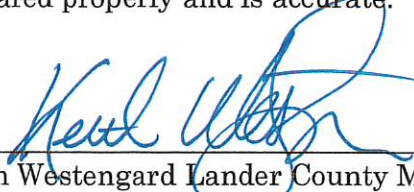
Not Applicable.

Staff Findings:

Staff determines that the Rule DOES NOT have a Significant Business Impact.
Recommended Motion as follows

Motion: This Rule DOES NOT impose a direct and significant economic burden upon a business, nor does it directly restrict the formation, operation or expansion of a business therefore we approve moving forward with an ordinance initiating the dissolution of the Lander County Combined Sewer and Water District #2 General Improvement District and its Board of Trustees.

To the best of my knowledge or belief, the information contained in the statement was prepared properly and is accurate.



Keith Westengard Lander County Manager

11/28/2019
Date



Kyla Bright Lander County Planning Coordinator

11-28-2019
Date

Lander County Commissioners Meeting

December 19, 2019

Agenda Item Number __2__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

9:30 A.M.

PUBLIC HEARING: For possible action, to approve/disapprove the adoption of Ordinance 2019-01 amending Title 15, Chapter 12 of the Lander County Code by Repeal and Amendment, to adopt the 2018 Building Codes, and provide simpler updating thereof and approve the chair or vice chair to sign.

Public Comment:

Background: An ordinance amending Title 15, Chapter 12 of the Lander County Code by repeal and amendment, to adopt the latest building codes.

Meeting Minutes from September 19, 2019 and August 22, 2019 attached.

Recommended action:

Lander County Commission Agenda Request Form



COMMISSIONER MEETING DATE

NAME: Anna Penola REPRESENTING: Building Dept.

ADDRESS: 50 State Route 305

PH: 775-455-7753 PH: _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? Listed

WHO WILL BE ATTENDING THE MEETING: Anna

JOB TITLE: Lander County Building official

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Public Hearing: For discussion and possible action to approve/disapprove the adoption of Ordinance 2019-01 amending Title 15, Chapter 12 of the Lander County Code by Repeal and Amendment, to adopt the latest Building Codes, and provide simpler updating thereof.

BACKGROUND INFORMATION: Adopting the 2018 building codes to comply with Insurance Services Office (ISO) Regulations.

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

Please Adopt new ordinance amending Title 15 Chpt. 12 LCC.

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

YES ___ NO X

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING?

WHEN? 8/22, 9/12, 9/26, ~~10/10~~ (no minutes)

YES X 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 ___

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

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

YES X NO ___

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE:

SIGNATURE [Signature] DATE 12/19/19
The Lander County Board of Commissioners meets the 2nd and 4th Thursday of each month

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

SUMMARY: AN ORDINANCE AMENDING TITLE 15, CHAPTER 12 OF THE LANDER COUNTY CODE BY REPEAL AND AMENDMENT, TO ADOPT THE LATEST BUILDING CODES, PROVIDE SIMPLER UPDATING THEREOF, AND OTHER MATTERS RELATING THERETO.

TITLE: AN ORDINANCE AMENDING TITLE 15, CHAPTER 12 OF THE LANDER COUNTY CODE BY REPEAL AND AMENDMENT, TO ADOPT THE LATEST BUILDING CODES, PROVIDE SIMPLER UPDATING THEREOF, AND OTHER MATTERS RELATING THERETO.

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

Section 1. The Lander County Code Title 15, Chapter 12 is hereby amended in the following manner:

15.12.020 - ~~Uniform b~~ Building, ~~and plumbing~~ Codes adopted.

~~The International Building Code 2003 Edition, International Residential Code 2003 Edition, Uniform Mechanical Code 2006 Edition, Uniform Plumbing Code 2006 Edition, International Fire Code 2006 Edition, Uniform Code for Abatement of Dangerous Buildings 1997 Edition, (National Electric Code 2005 edition) and International Existing Building Code 2003 Edition as published by the International Conference of Building Officials, are adopted by this reference, together with the latest supplements to each code~~ 2018 International Building Code, 2018 International Residential Code, 2018 Uniform Mechanical Code, 2018 Uniform Plumbing Code 2018 International Fire Code, 2017 National electric Code, 1997 Uniform Code for Abatement of Dangerous Buildings, 2018 International Swimming Pool, Spa, and Hot Tub Code, 2017 Accessible and Usable Buildings and Facilities ICC A117.1 - 2017, 2006 ICC Electric Code-Administrative Provisions, 2009 International Energy Conservation Code, Mobile Home/Manufactured House Standards, Rules and

Regulations.

~~15.12.030 - Electrical Code adopted.~~

~~The 1996 National Electrical Code, as published by the National Fire Protection Associations is adopted by this reference, together with the latest supplements thereto.~~

15.12.0~~4~~30 - Passable road restrictions established.

In addition to complying with the Uniform Building Code and the Uniform Electrical Code as required in Sections 15.12.020 ~~and 15.12.030~~ of this chapter, and before any building permit may be issued, each residence or business shall have established access by a passable road which shall, at a minimum, meet the Lander County Rural Road Standards as may be established and from time to time amended by resolution of the County Commissioners.

Section 2. This ordinance shall be effective on _____, 2019.

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

PROPOSED on the _____ day of _____, 2019.

PROPOSED by Board Member _____

PASSED on the _____ day of _____, 2019.

AYES: Commissioners _____

NAYS: Commissioners _____

ABSENT: Commissioners _____

By: _____
_____, Chairperson

//

//

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

By: _____
Theodore C. Herrera
District Attorney

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

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

September 19, 2019

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

Also Via Teleconference At

**AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA**

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 commission meeting. All public comment may be limited to three (3) minutes per person, at the discretion of the commission.

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

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

CONSENT AGENDA

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

- (1) Approval of Sept 19, 2019 Agenda Notice
- (2) Approval of April 11, 2019 Meeting Minutes
- (3) Approval of April 25, 2019 Meeting Minutes
- (4) Approval of May 9, 2019 Meeting Minutes
- (5) Approval of May 23, 2019 Meeting Minutes
- (6) Approval of June 27, 2019 Meeting Minutes
- (7) Approval of July 11, 2019 Meeting Minutes
- (8) Approval of July 25, 2019 Meeting Minutes
- (9) Approval of August 8, 2019 Meeting Minutes
- (10) Approval of August 22, 2019 Meeting Minutes
- (11) Approval of the Payment of Bills

COMMISSIONERS

- (1) **COMMISSIONERS:** For possible action: Consider the character, alleged misconduct, professional competence, or physical or mental health of Lander County Commissioner Judie Allan including but not limited to her failure to offer courtesy and respect during open meetings and her failure to observe ethics guidelines. Action may include censure, admonishment or such other action deemed appropriate by the board.
- (2) **COMMISSIONERS:** For possible action, to nominate a Lander County Commissioner to be a representative on the State Land Use Planning Advisory Council (SLUPAC).

- (3) **COUNTY MANAGER:** For possible action, to appoint one individual to serve on the Austin Airport Advisory Board. The term expires on June 30, 2020.
 - a) Kim Schacht; New applicant

- (4) **COUNTY MANAGER:** For possible action, to reappoint two individuals to serve on the Lander County Advisory Board to manage Wildlife. The term expires on June 30, 2022.
 - a) Worth Nelson
 - b) Ted McElvain

- (5) **COUNTY MANAGER:** For possible action, to appoint one individual to serve on the Battle Mountain Livestock Advisory Board. The term expires on June 30, 2020.
 - a) William Neal; New applicant

- (6) **COUNTY MANAGER:** For possible action, to approve, modify or disapprove a Franchise Agreement between Lander County and NV Energy.

- (7) **COUNTY MANAGER:** For possible action, renewal of lease for Women, Infant, and Children (WIC) located at 370 South Mountain St., Battle Mountain, NV 89820.

- (8) **BRENDA THOMAS:** For possible action, to name the dog park located at Lions Park after Michael Ferguson.

- (9) **BATTLE MOUNTAIN HIGH SCHOOL:** For possible action, to approve/disapprove the Homecoming Parade Permit/Route.

- (10) **GOVERNOR'S OFFICE OF SCIENCE, INNOVATION AND TECHNOLOGY:** For possible action, to approve/disapprove the Lander County Manager to post a survey through Survey Monkey regarding business and residential broadband services in Lander County, created by Governor's Office of Science, Innovation and Technology (GOSIT).

- (11) **CENTRAL NEVADA REGIONAL WATER AUTHORITY:** For possible action, to approve/disapprove a resolution, 2019-11 for Humboldt County to join the Central Nevada Regional Water Authority (CNRWA).
- (12) **HEALTH NURSE:** For possible action, to remove the current Lander County Health Board Officer Abby Burkhart and approve/disapprove the appointment of the new Lander County Health Board Officer Brandy Bengoa.
- (13) **BUILDING OFFICIAL:** For possible action, to amend the language in the International Residential Code (IRC) and International Building Code (IBC) to allow portable storage units 500 square feet or less to be exempt from permits.
- (14) **BUILDING OFFICIAL:** Discussion only: Impacts of Insurance Services Offices (ISO) ratings on home owner insurance rates.
- (15) **PUBLIC WORKS:** For possible action to award the 2019 Effluent Wetlands Project to one of the following bidders who have submitted sealed bids:
 - a) Hunewill Construction Co., Inc.: \$1,094,286.00;
 - b) Great Basin Engineering Contractors: \$1,681,495.96;
 - c) MKD Construction Inc.: \$1,917,000.00;
 - d) Burdick Excavating Co., Inc.: \$1,116,200.00.
- (16) **FISICAL OFFICER:** For possible action, to approve/disapprove Resolution 2019-10 to Augment the FY 19/20 Budget Funds 226, 236, & 015.
- (17) **AUSTIN AIRPORT ADVISORY BOARD:** For possible action, to approve/disapprove NAS Fallon staging several military vehicles at the Austin Airport.

CORRESPONDENCE

- (18) Correspondence/reports/potential upcoming agenda items.

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

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

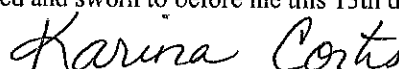
State of Nevada)
) ss
County of Lander)

Keith Westengard, Lander County Manager of said Lander County, Nevada, being duly sworn, says, that by 9am on the 13th day of September, 2019, he posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse, 4) Swackhamer's Plaza Bulletin Board, 5) Kingston Community Hall Bulletin Board, and 6) Austin Courthouse in said Lander County, where proceedings are pending.

Keith Westengard, Lander County Manager 

Subscribed and sworn to before me this 13th day of September, 2019.

Witness



Name of Agenda: Lander County Commission

Date of Meeting: September 19, 2019

1 13) BUILDING OFFICIAL: For possible action to amend the language
2 in the International Residential Code (IRC) and International
3 Building Code (IBC) to allow portable storage units 500
4 square feet or less to be exempt from permits.
5

6 CHAIRMAN WAITS: Building official. For possible action to
7 amend the language in the International Residential Code --

8 MITESHELL LANHAM: Austin.

9 COMMISSIONER SPARKS: Yeah.

10 CHAIRMAN WAITS: -- IRC --

11 COMMISSIONER SPARKS: Back on.

12 CHAIRMAN WAITS: Thank you, --

13 MITESHELL LANHAM: Okay.

14 CHAIRMAN WAITS: -- Austin.

15 We're reading Number 13.

16 And International Building Code, IBC, to allow portable
17 storage units 500 square feet or less to be exempt from permits.

18 And this is what we asked Anna to look into. And this is
19 what she brought back.

20 ANNA PENOLA: Okay. Anna Penola with the Building
21 Department.

22 It's the same language as the seatainers. It's just it's
23 got to be amended out of the code.

24 COMMISSIONER SPARKS: So basically, Anna, we'd -- it would
25 be the same. We're just -- we're just changing the 200 to
26 500 --

27 ANNA PENOLA: Correct.

28 COMMISSIONER SPARKS: -- at this point in time? Okay.

29 ANNA PENOLA: Correct.

30 COMMISSIONER SPARKS: And I'm fine with that for the time
31 being because I know she's kind of under the gun on some other
32 stuff. So --

33 CHAIRMAN WAITS: Okay. Want to do a motion, then?

34 COMMISSIONER SPARKS: Yeah. Let's see.

35 I'll make a motion that we amend the language in the
36 International Residential Code, IRC, and International Building
37 Code, known as IBC, to allow portable storage units, 500 square
38 feet or less to be exempt from permits.

39 COMMISSIONER ANCHO: I'll second.

40 CHAIRMAN WAITS: Thank you. Bryan made the motion. Kathy

1 seconded.

2 Any other discussion?

3 (No comment.)

4 CHAIRMAN WAITS: All in favor?

5 COMMISSIONER SPARKS: Aye.

6 COMMISSIONER ANCHO: Aye.

7 CHAIRMAN WAITS: Aye.

8 COMMISSIONER CLARK: Aye.

9 CHAIRMAN WAITS: Okay. And that passes.

10
11 **14) BUILDING OFFICIAL: Discussion only: Impacts of Insurance**
12 **Services Offices (ISO) ratings on homeowner insurance rates.**
13

14 CHAIRMAN WAITS: Number 14. Building official. Discussion
15 only. Impacts of Insurance Service-- Services Offices, just
16 ISO, and their ratings on homeowner insurance rates.

17 ANNA PENOLA: So you guys got your backup.

18 And so what it is, it's -- it's a -- just lost my thought.
19 It's a survey of how well we are equipped with emergency
20 management, fire, our communications for the homeowner, how fast
21 we can get to a fire and put the fire out.

22 So it's based on -- they look at fire hydrants, location.
23 The closer you are, the better premium you get.

24 For people outside the town limits where it takes longer
25 for fire to respond, like at Hill Top or Muleshoe or out at the
26 new places, the rating is higher.

27 Part of that is being on the -- the building codes.

28 We're on 2003. And this is Humboldt, Elko, and Lander have
29 been hit hard with this ISO.

30 If we don't cha-- if we don't adopt the '18 codes, we are
31 going to go to a ten, and everybody's premiums are going to go
32 through the roof.

33 The code change is to -- because it's more stringent than
34 the 2003, which makes the liability less -- better for the
35 homeowner for the building code to be more up to date.

36 COMMISSIONER SPARKS: Yeah. I asked Anna. One of the
37 reasons it's on there is because I wanted some clarification.
38 Because I know, like, Eureka, they don't have a building
39 department, I guess.

40 So I was curious to what was the insurance rates of those

1 people compared to us? I just -- I don't like somebody coming
2 in and saying you need to adopt this or we're going to raise
3 your rates. I just feel like it's just a bully. So I always
4 kind of fluff up a little bit and say, Well, I don't like it.
5 And I want some explanation and justification why it's that way.
6 And -- and that's why -- that's why we're discussing it. So --

7 KEITH WESTENGARD: So it's not ISO that's saying it.
8 What -- what ISO does is they rate the community. They rate the
9 county as a whole.

10 And like Anna said, it's based on -- a lot of it's based on
11 fire department, their response times. It's -- it's rated on --
12 on the type of equipment that they have, the -- their gallons
13 per minute that the engine can pump, their -- their records of
14 maintenance. It's rated on a lot of things, on several
15 different things.

16 So when ISO says, for instance, we have a -- say we have a
17 ten. It's -- it's based on one to ten. Ten is the worst, the
18 worst rating that you can get. One is obviously the best.

19 So they come in and say, okay. Our building code -- and --
20 and they base it on our building codes. And I'll get to Eureka
21 in a minute, Commissioner. But -- so they say -- okay -- Lander
22 County or -- or Battle Mountain has a -- a ten rating as a -- as
23 an example. That's the worst.

24 Now ISO just gives the rating. Then the insurance companies
25 will -- will -- will come in there or the -- the mortgage
26 companies will come in and say, Well, you guys have a ten. So
27 based on that ten, we're going to give you the -- the highest
28 rates possible because you're -- whatever it may be. Our building
29 codes are outdated, our response times are long, our -- our
30 equipment -- and I'm not saying it is. I just want -- I'm using
31 this as an example. Your equipment is outdated or it doesn't meet
32 minimum GPM flow with gallons per minute flow.

33 So the -- but that's how -- that's how the ISO gives their --
34 their rating. Then the mortgage companies are basing it on -- on
35 that part of it, that one to ten. Ten being the worst.

36 Eureka doesn't have a building department so they're not
37 rated on a build- -- on their building department. So that part of
38 it is -- gets left out of the -- the -- the equation, so to speak.
39 Is that --

40 COMMISSIONER SPARKS: Yeah. No, I understand. So it's --

1 but see when we -- so we're -- we're adopting the IRC and the
2 IBC. Now these I imagine are pretty thick books.

3 ANNA PENOLA: Yes.

4 COMMISSIONER SPARKS: And that's the problem that I have
5 is -- is just -- it's lumping us in. I mean, we're Lander --
6 we're Battle Mountain, Nevada -- Austin, Nevada. And we're
7 adopting these books that these big cities use. And I just -- I
8 think there's some just -- that's why I'm -- that's the problem
9 I have with it. I just think there's some things in that book
10 that shouldn't apply and that don't apply to us. But by --

11 ANNA PENOLA: We --

12 COMMISSIONER SPARKS: -- adopting it, we're accepting --

13 ANNA PENOLA: No, we -- there's amendments. And I've
14 amended -- there's -- the amendments have amended a lot of
15 things out. It's not --

16 COMMISSIONER SPARKS: Oh.

17 ANNA PENOLA: -- verbatim.

18 COMMISSIONER SPARKS: Okay.

19 COMMISSIONER CLARK: Well, I --

20 ANNA PENOLA: And one of it is residential sprinklers.

21 KEITH WESTENGARD: Yes.

22 ANNA PENOLA: That's amended out.

23 COMMISSIONER SPARKS: Oh, okay.

24 COMMISSIONER CLARK: Where are we deficient?
25 What -- what specific areas? Fire? EMS? The emergency --

26 ANNA PENOLA: Building department.

27 COMMISSIONER CLARK: -- plan.

28 ANNA PENOLA: The building department having the 2003
29 IBC/IRC code. And that's -- but that's the -- what all three
30 counties are deficient in.

31 COMMISSIONER CLARK: That's -- that's 16 years ago.

32 ANNA PENOLA: We should -- they have new code cycles every
33 three years. We just choose --

34 COMMISSIONER CLARK: And we drop --

35 ANNA PENOLA: Have too much old --

36 COMMISSIONER CLARK: -- from a one to a four?

37 CHAIRMAN WAITS: We went to --

38 ANNA PENOLA: We've never been --

39 CHAIRMAN WAITS: -- a ten.

40 ANNA PENOLA: -- a one.

1 DISTRICT ATTORNEY HERRERA: No.
2 CHAIRMAN WAITS: We're at a ten.
3 COMMISSIONER CLARK: We dropped --
4 ANNA PENOLA: We will be --
5 COMMISSIONER CLARK: -- from a --
6 ANNA PENOLA: -- at a ten --
7 COMMISSIONER CLARK: -- four to a --
8 COMMISSIONER SPARKS: To a --
9 ANNA PENOLA: -- if we don't --
10 COMMISSIONER SPARKS: -- ten --
11 ANNA PENOLA: -- get the --
12 COMMISSIONER CLARK: -- a ten.
13 COMMISSIONER SPARKS: Yeah.
14 So -- so we adopt this and then we're saying that we abide
15 by it, but then we have the power to amend what we don't like in
16 it?
17 ANNA PENOLA: Absolutely.
18 COMMISSIONER CLARK: Or we just don't have a building
19 department and then we're not a (indiscernible) --
20 ANNA PENOLA: Hey, hey.
21 COMMISSIONER SPARKS: Right.
22 ANNA PENOLA: Hey, hey, hey.
23 COMMISSIONER CLARK: I mean. No, no. No, no, no. This
24 does not make any sense --
25 COMMISSIONER SPARKS: That's --
26 COMMISSIONER CLARK: -- at --
27 COMMISSIONER SPARKS: -- right.
28 COMMISSIONER CLARK: -- all --
29 COMMISSIONER SPARKS: Well, that's what --
30 ANNA PENOLA: Well, --
31 COMMISSIONER SPARKS: -- I'm saying --
32 COMMISSIONER CLARK: -- that we're --
33 ANNA PENOLA: -- the --
34 COMMISSIONER CLARK: -- doing more --
35 ANNA PENOLA: You --
36 COMMISSIONER CLARK: -- than --
37 ANNA PENOLA: -- you know --
38 COMMISSIONER CLARK: -- enough, --
39 ANNA PENOLA: -- because Eureka --
40 COMMISSIONER CLARK: -- please.

1 We're doing more than another county and we're at a ten?
2 That doesn't --
3 ANNA PENOLA: No.
4 COMMISSIONER CLARK: -- make any sense.
5 ANNA PENOLA: We will be at a ten. We're not right now.
6 We're at a four --
7 COMMISSIONER CLARK: Patsy --
8 ANNA PENOLA: -- to stay at --
9 COMMISSIONER CLARK: -- just --
10 ANNA PENOLA: -- a four.
11 COMMISSIONER CLARK: -- said we're a ten.
12 ANNA PENOLA: No. We're at a four right now.
13 COMMISSIONER SPARKS: With threat --
14 COMMISSIONER CLARK: Right.
15 COMMISSIONER SPARKS: -- of drip- -- dropping --
16 COMMISSIONER ANCHO: With threat.
17 COMMISSIONER CLARK: And we're --
18 COMMISSIONER ANCHO: Yes.
19 COMMISSIONER CLARK: -- headed to --
20 ANNA PENOLA: And Eureka, --
21 COMMISSIONER CLARK: a -- ten.
22 ANNA PENOLA: -- Eureka is rated also, just not on the
23 building side. They're re- -- evaluated -- in fact, I talked to
24 their public works director and they dropped because their
25 equipment was old and they couldn't do the GPMs through their
26 fire truck.
27 COMMISSIONER CLARK: We have the most up-to-date fire
28 equipment, emergency equipment. We buy the best and we're in
29 trouble?
30 KEITH WESTENGARD: Let -- let me clarify.
31 ANNA PENOLA: Do you have any feedback?
32 KEITH WESTENGARD: -- our fire department -- there's not an
33 issue with the fire department. That's just one of the rating
34 systems. And when I spoke of how it's rated, it -- it's rated
35 on that.
36 It's not an issue with our fire department. It's an issue
37 with our building codes because they're so old.
38 That's what's going to kick us to a ten if we don't --
39 COMMISSIONER CLARK: I thought we --
40 KEITH WESTENGARD: -- cooperate.

1 COMMISSIONER CLARK: -- were working on that.
2 KEITH WESTENGARD: Well -- well, we are. We are. We're
3 just giving it a background on how -- on how ISO is used.
4 And -- and if we don't up- -- update these building codes to
5 the -- '17?
6 ANNA PENOLA: Eighteen.
7 KEITH WESTENGARD: -- eighteens -- that, we're going to get
8 dinged hard on.
9 Our -- our response with our -- our fire department is
10 fine. The equipment's fine.
11 COMMISSIONER CLARK: Okay.
12 KEITH WESTENGARD: We're not being dinged on that.
13 COMMISSIONER CLARK: Ambulances? All --
14 ANNA PENOLA: It's -- all --
15 COMMISSIONER CLARK: -- that's good.
16 ANNA PENOLA: -- that --
17 KEITH WESTENGARD: That's --
18 ANNA PENOLA: -- is good.
19 KEITH WESTENGARD: -- all good.
20 COMMISSIONER CLARK: It's --
21 KEITH WESTENGARD: It's --
22 COMMISSIONER CLARK: -- all --
23 KEITH WESTENGARD: -- it's all building --
24 COMMISSIONER CLARK: -- building code?
25 KEITH WESTENGARD: Yes. Because our building codes are so
26 old.
27 COMMISSIONER SPARKS: So, Anna, so -- so we're on 2003 and
28 we'd be adapting 2018. So we do that and then we amend changes.
29 It's kind of -- it's counterproductive. You see what I'm
30 saying? They're -- they're wanting us to adopt the new set, but
31 then we have --
32 ANNA PENOLA: The amendments --
33 COMMISSIONER SPARKS: -- the power to --
34 ANNA PENOLA: -- are the same as we have now.
35 COMMISSIONER SPARKS: Right.
36 COMMISSIONER ANCHO: Because you opt out --
37 ANNA PENOLA: Nothing --
38 COMMISSIONER ANCHO: -- of certain --
39 ANNA PENOLA: -- nothing --
40 COMMISSIONER ANCHO: We opt out of the same things that

1 we're opting out of now.
2 ANNA PENOLA: Correct.
3 COMMISSIONER SPARKS: Okay.
4 CHAIRMAN WAITS: Okay. I still need a clarification
5 because your correspondence in here is a year old. And it says
6 that we're moving you from a four to a ten. And then it says
7 you can do a couple things if you want to try and preserve it.
8 So since this was a year ago, I -- I thought we were at the
9 ten. That's what the correspondence --
10 ANNA PENOLA: No.
11 CHAIRMAN WAITS: -- said.
12 ANNA PENOLA: I -- I have until Octo- --
13 COMMISSIONER SPARKS: That's what she --
14 ANNA PENOLA: -- October --
15 COMMISSIONER SPARKS: -- said last --
16 ANNA PENOLA: -- 27th --
17 COMMISSIONER SPARKS: -- meeting.
18 ANNA PENOLA: -- to get the codes adopted or we're going to
19 go to a ten.
20 KEITH WESTENGARD: We've been working -- Anna's been
21 working with ISO --
22 ANNA PENOLA: So they --
23 KEITH WESTENGARD: -- to get these --
24 ANNA PENOLA: -- gave me an --
25 KEITH WESTENGARD: -- things in line.
26 ANNA PENOLA: -- extension, --
27 KEITH WESTENGARD: You've got to be --
28 ANNA PENOLA: -- a time frame --
29 CHAIRMAN WAITS: Okay.
30 ANNA PENOLA: -- to m- -- to adopt the codes to keep our
31 rating.
32 CHAIRMAN WAITS: Okay.
33 COMMISSIONER CLARK: Okay. So what about people that
34 don't -- there's just no way that they can follow the code?
35 What do we do with their house?
36 COMMISSIONER ANCHO: When they --
37 ANNA PENOLA: When they --
38 COMMISSIONER ANCHO: -- follow --
39 COMMISSIONER CLARK: What happens --
40 ANNA PENOLA: -- they pull --

1 COMMISSIONER ANCHO: -- follow --
2 ANNA PENOLA: -- a --
3 COMMISSIONER CLARK: -- to them?
4 ANNA PENOLA: -- permit, I don't pass the permit. And then
5 (indiscernible) --
6 COMMISSIONER CLARK: No, no, no. I'm talking about
7 existing homes. Now --
8 There's a house --
9 ANNA PENOLA: They're --
10 COMMISSIONER CLARK: -- not far from me that part of the
11 house is a camp trailer. It's right up next to the house.
12 People are living in the camp trailer and what looks to be a
13 square building approximate 24-by-24.
14 ANNA PENOLA: This is all new construction. It does not
15 retro or anything else. It's anything new construction forward.
16 And the more -- and you have to have a mortgage. If you don't
17 have a mortgage, you --
18 COMMISSIONER CLARK: Well --
19 ANNA PENOLA: -- don't even need flood insurance.
20 COMMISSIONER CLARK: All the new stuff is being done to
21 code. I don't -- I'm not worried about the new stuff.
22 ANNA PENOLA: It -- it has nothing to do with the old
23 stuff.
24 COMMISSIONER CLARK: The old stuff isn't dragging us down?
25 ANNA PENOLA: No.
26 CHAIRMAN WAITS: No.
27 COMMISSIONER ANCHO: It's all the new.
28 ANNA PENOLA: New construction.
29 COMMISSIONER CLARK: Okay.
30 COMMISSIONER SPARKS: Thanks, Anna.
31 CHAIRMAN WAITS: So are we on track to be able to get that?
32 And before the expiration --
33 ANNA PENOLA: Well, that's why I have --
34 CHAIRMAN WAITS: -- is up?
35 ANNA PENOLA: -- the first --
36 The item prior to this I had to have in so I can get it.
37 Yes, we'll be on track.
38 CHAIRMAN WAITS: But that's --
39 COMMISSIONER ANCHO: So then --
40 CHAIRMAN WAITS: -- what --

1 COMMISSIONER ANCHO: -- you'll --
2 CHAIRMAN WAITS: -- I'm saying.
3 COMMISSIONER ANCHO: -- come back --
4 CHAIRMAN WAITS: You're on --
5 COMMISSIONER ANCHO: -- to us on the next -- I didn't mean
6 to inter- -- interrupt you. I'm sorry. So you'll come back to
7 us at the next meeting and we can adopt the --
8 ANNA PENOLA: We'll have to have two public hearings, which
9 is open meeting.
10 COMMISSIONER ANCHO: Uh-huh.
11 ANNA PENOLA: And then we get it adopted, get the ordinance
12 done, send it to ISO, and we're good.
13 COMMISSIONER ANCHO: Thank -- with the same opt-outs as we
14 have now?
15 ANNA PENOLA: Yes.
16 COMMISSIONER ANCHO: Okay.
17 All right.
18 ANNA PENOLA: Sadie's here. She used to be in insurance
19 for years with Susie Davis. If you guys have questions that she
20 can answer, feel free.
21 TASHA SILL: For the insurance. Tasha Sill, for the
22 record.
23 COMMISSIONER ANCHO: As far as the rates going up, --
24 TASHA SILL: Yeah.
25 COMMISSIONER ANCHO: -- when you're rated at a ten --
26 TASHA SILL: So you're going to run into the problem of
27 people -- say on average you're paying 5-, \$600 a year for
28 insurance out of four, you're going to get tripled.
29 And then you're going to have companies -- like higher
30 companies like All State, those -- some of them won't even
31 accept you. They're going to dump you. Because a lot of them
32 don't want it above a seven or an eight. So it's going to be
33 a -- a storm if it goes -- allow us to go to a ten.
34 And then also if it does and then it's not something you
35 can usually just turn around and fix. They usually have a time
36 frame.
37 ANNA PENOLA: If we --
38 TASHA SILL: I think --
39 ANNA PENOLA: -- go to a ten, we have to stay at a ten
40 before for a year before we can be reevaluated.

1 COMMISSIONER SPARKS: Hm.
2 TASHA SILL: Right. Which is going to cause a
3 (indiscernible).
4 COMMISSIONER ANCHO: A nightmare for homeowners.
5 TASHA SILL: Yeah.
6 COMMISSIONER ANCHO: Okay.
7 CHAIRMAN WAITS: We can't let that happen.
8 TASHA SILL: No.
9 COMMISSIONER ANCHO: No.
10 CHAIRMAN WAITS: Because the underwriting, like you said,
11 is all -- considers it. And that's one of the things they
12 consider is the ISO, of course.
13 TASHA SILL: Yes.
14 ANNA PENOLA: Tell how --
15 TASHA SILL: Yes.
16 ANNA PENOLA: -- you look it up and it gives you --
17 CHAIRMAN WAITS: Okay.
18 ANNA PENOLA: -- the rating.
19 TASHA SILL: Yeah. So then when somebody was to come in
20 for insurance, we have an agency management system that you put
21 it in and it pulls up the rating depending on where you're at in
22 the town, how close you are to a fire hydrant, like she said,
23 the response time of the fire department, that kind of thing.
24 And that's how it helps you get your base price of what they're
25 going to charge you and if they will or won't accept you. So
26 that's kind of how it's set up.
27 So some of our out -- outskirts are already a little bit
28 higher. So --
29 COMMISSIONER CLARK: So the thing that affects your fire
30 insurance the most is fire suppr- -- suppression rating, and
31 that's on response time.
32 TASHA SILL: Uh-huh. A lot of it. Yeah. And how close
33 you are to a fire hydrant. Yeah. Yeah. That's a huge, huge
34 deal.
35 COMMISSIONER CLARK: So it's the -- the fact is that
36 because we didn't change anything since 2003, that's the whole
37 issue?
38 ANNA PENOLA: Yes.
39 COMMISSIONER CLARK: So all we need to do is update it and
40 we're fine?

1 ANNA PENOLA: Correct.
2 KEITH WESTENGARD: You need to -- you -- you -- the
3 commission needs to adopt this '18 ISO/IBC codes with our --
4 ANNA PENOLA: Amendments.
5 KEITH WESTENGARD: -- amendments.
6 COMMISSIONER CLARK: And it's a two-year cycle or a
7 three-year?
8 ANNA PENOLA: Three-year.
9 COMMISSIONER SPARKS: Yeah.
10 COMMISSIONER CLARK: So every three years you come to
11 the --
12 ANNA PENOLA: Probably -- we probably won't do this again
13 for another six years.
14 CHAIRMAN WAITS: Okay. So the first thing that comes back
15 is -- is the adoption? And then we have to do the hearings on
16 the ordinance? Is that right?
17 KEITH WESTENGARD: Yes.
18 CHAIRMAN WAITS: In that order?
19 ANNA PENOLA: The hearings and then the adoption.
20 CHAIRMAN WAITS: The hearing and the adoption.
21 DISTRICT ATTORNEY HERRERA: Well, the adoption --
22 KEITH WESTENGARD: And it would --
23 DISTRICT ATTORNEY HERRERA: -- would probably be -- you --
24 you would adopt the codes at the same time you -- you would have
25 the original ordinance. And then you would -- by adopting it,
26 you'd send the ordinance to the clerk's office and we do the
27 public hearings and stuff.
28 CHAIRMAN WAITS: Okay. So we still have time?
29 ANNA PENOLA: Yes.
30 CHAIRMAN WAITS: Okay. So you're on it.
31 ANNA PENOLA: Little, but still.
32 CHAIRMAN WAITS: That's okay. We'll work with you.
33 ANNA PENOLA: All right.
34 CHAIRMAN WAITS: Thank you.
35 ANNA PENOLA: Thank you.
36 CHAIRMAN WAITS: Thank you, --
37 TASHA SILL: Thank you.
38 CHAIRMAN WAITS: -- both.
39
40

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

AUGUST 22, 2019

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

Also Via Teleconference At

**AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA**

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 commission meeting. All public comment may be limited to three (3) minutes per person, at the discretion of the commission.

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

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

CONSENT AGENDA

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

- (1) Approval of August 22, 2019 Agenda Notice
- (2) Approval of April 1, 2019 Special Meeting Budget Workshop Minutes
- (3) Approval of April 11, 2019 Meeting Minutes
- (4) Approval of April 25, 2019 Meeting Minutes
- (5) Approval of May 9, 2019 Meeting Minutes
- (6) Approval of May 23, 2019 Meeting Minutes
- (7) Approval of June 27, 2019 Meeting Minutes
- (8) Approval of July 11, 2019 Meeting Minutes
- (9) Approval of July 25, 2019 Meeting Minutes
- (10) Approval of August 8, 2019 Meeting Minutes
- (11) Approval of the Payment of Bills

COMMISSIONERS

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

- (1) **SHERIFF:** For possible action, to approve/ disapprove a liquor license for the Silver State Bar & Grill in Austin, NV.

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

- (2) **CLERK:** For possible action, to approve/ disapprove the U.S Department of Homeland Security, Cybersecurity and Infrastructure Security Agency's Assessments Rules of Engagement.
- (3) **COUNTY MANAGER:** For possible action, to reappoint one individual to serve on the Lander County Advisory Board to Manage Wildlife. The term expires on June 30, 2022.
 - a) Scott Torgerson
- (4) **COUNTY MANAGER:** Agenda setting procedures/discussion only.
- (5) **COUNTY MANAGER:** Request from John Gist for possible action to approve/ disapprove \$ 4,644.00 for the high school band uniforms for the Battle Mountain High School band.
- (6) **COUNTY MANAGER:** For possible action, renewal of lease of Frontier Community Action Agency located at 370 S. Mountain Street, Battle Mountain, NV 89820 for another two years.
- (7) **COUNTY MANAGER:** For possible action, to submit letter of support for the proposed expansion at the Cortez Mine site.
- (8) **COUNTY MANAGER:** For possible action, to ratify the appointment of Chance Ellis as the town of Kingston Fire Company Fire Chief.
- (9) **COUNTY MANAGER:** For possible action, to approve the mapped route for Nevada Collision for Suicide Prevention Annual 5k Walk/Run scheduled for September 14, 2019.
- (10) **CONVENTION AND TOURISM:** For possible action, to read into the record a proclamation in support of the 20th year of the Human powered bike race held annually in Lander County.
- (11) **JUB ENGINEER:** Update on F.A.A Projects within Lander County/ Informational Only.
- (12) **BUILDING OFFICIAL:** For possible action, use of portable storage units such as sea-tainers and conex boxes.

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

"Lander County is an Equal Opportunity Provider"

Paula Tomera, with Convention and Tourism, was in attendance for this item.

Motion to approve, with chair to sign: Commissioner Allan;

Seconded by: Commissioner Ancho;

Ayes;

A break was taken from 9:38 – 9:49 a.m.

11) J-U-B ENGINEERS: Update on F.A.A. projects within Lander County/Informational Only.

Tom Lemenager & David Meyer from J-U-B Engineers were in attendance. They gave an overview of current projects, beginning with projects at the Battle Mountain airport. There are two that are under contract to design and they will be constructed in 2020. Part of this is existing pavement that will be rehabilitated and another portion is an expansion of the apron to the west, about 100 feet, and about 200' north and south. They discussed the layout and configuration of the project. They are trying to stay away from fancy turns that drive up costs. We should also be able to handle aircraft up to about 155,000 pounds, which is a win-win for us. There was discussion of aggregates and costs. They plan to keep the airport operational as best they can. The F.A.A. likes projects to be scheduled in phases in case somethings happens. Lander County's share of the project should be around \$192,000. The different areas discussed are Schedule 1, 2, and 3. It will be a 3 ½ to 4 ½ month project set for early next year, before fire season starts. Tie-down configurations were also discussed.

Keith Westengard brought up the need for a different wind machine at the airport. So far they haven't been able to prove to the F.A.A. that it is needed. We have crosswinds out there that affect the aircraft. They are looking into all that and trying to prove to the F.A.A. that it's needed and still working out the details.

The other project is down at the Austin airport. It was talked about it back in May and it is a paving project for a gravel road that goes into the airport. They drove the road the day before and it will be nice when it is completed. Currently it is a bit bumpy, as gravel roads tend to be. They have discussed this project with the Austin Airport Board and it's been really helpful. They have reached out to NDOT as they will be tying in to some of their right-of-ways. They heard back from the NDOT engineer this morning and he's not seeing any major issues with the project. They are also looking at rehabilitating a secondary access while doing this project. It's an older access that was cut off back when the crosswinds was built. The crosswinds is no longer being used so they can re-use the access and it will eventually tie into the hangar area. Also it will provide access should there be a problem with the gate access. There will be a cattle guard and a swing gate for the required security. There will be parking and apron access with paving going down for the planes to move on. The plans have been submitted to the F.A.A. and will be moving forward.

12) BUILDING OFFICIAL: For possible action, use of portable storage units such as sea-tainers and Conex boxes.

367 Anna Penola began with a statement regarding the need for language to go into the
368 county code for an exemption and she's looking to the commissioners to accept and approve it.

369 Commissioner Sparks asked for clarification as to what structures this applies to and why
370 it's necessary to purchase permits for structures that can be moved around a person's property.

371 Anna explained the square footages and requirements of the current county code
372 regulations. Some of those are as follows:

373 Under 200 sq. ft. - no permit is required;

374 200-400 sq. ft. - can stay on skids and requires a permit;

375 400-600 sq. ft. - has to be on a non-frost protected foundation and requires a permit;

376 Over 600 sq. ft. - has to be on a frost protected foundation and requires a permit;

377 Commissioner Sparks wanted to know what the reasoning is for this?

378 Anna explained the need for foundations to be below the frost line to prevent cracking
379 and things like that. The language that is needed to be approved applies to units that are intended
380 for storage only. This does not include garages or pole buildings. It's whatever the intended use
381 of the structure is. It's also revenue for the county.

382 There was discussion on the revenue stream from the permits and what exactly was being
383 asked for. Commissioner Allan felt that more backup was needed. Anna explained that the
384 correct language needs to be added to the code regarding exempting the sea-tainers and Conex
385 boxes from permitting.

386 There was further discussion of why we do or don't do certain things in Lander County.
387 Chairman Waits brought the discussion back to the agenda item discussion of what language
388 needs to be added to the code. Anna explained that she is on a timeframe to get this done for the
389 IRC and the other entities that are involved. Keith Westengard explained that the County got
390 audited by the ISO, which sets our insurance rates and if we don't get our codes up to date we
391 will hear from just about every homeowner in the county, as their rates will go up. Anna stated
392 that we would go from a 4 rating to a 10 and that would be very bad. Commissioner Clark
393 requested a copy of the report to review. Chairman Waits addressed Commissioner Sparks'
394 issues and explained that those issues are a whole different thing than what this agenda item is
395 about and they couldn't be figured out during this meeting. It was agreed to approve the verbiage
396 in question and look at the rest at a later date. They went with 500 square feet or smaller, pre-
397 engineered, or portable as the possible guideline for not permitted and will visit that at a future
398 time. Commissioner Allan made a motion to approve excluding storage containers such as sea-
399 tainers and Conex boxes from the permitting process. It was seconded by Commissioner Ancho.

400 **Motion to approve:** Commissioner Allan;

401 **Seconded by:** Commissioner Ancho;

402 **Ayes;**

403
404
405 **13) CORRESPONDENCE: Correspondence/reports/potential upcoming agenda items.**

406
407 Commissioner Clark: He would like to have an agenda item that addresses something
408 like the Area 51 thing, where you could have an influx of people that could run us out of food
409 and fuel, and stretch our resources. It's something to think about.

410 Keith Westengard: He stated we do have a line item for emergency operations that could
411 cover something like that. It can be discussed with LEPC, the Sheriff's Department, etc. to have
412 a plan in place.

Lander County Commissioners Meeting

December 19, 2019

Agenda Item Number __3__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

COMMISSIONERS: Update and information regarding future planning, historical designation of the old courthouse, non-profit status and budgetary items from Lander County Citizens for Historic Preservation, presented by Colt and Amy Nelson.

Public Comment:

Background:

Recommended action:



Lander County Commission Agenda Request Form

COMMISSIONER MEETING DATE

NAME: COLT AND AMY NELSON

REPRESENTING: LANDER COUNTY CITIZENS FOR HISTORIC PRESERVATION

ADDRESS: 645 NORTH 1ST STREET, BATTLE MOUNTAIN, NV

PH: 775.625.0597 PH: 775.304.9532

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? EITHER

WHO WILL BE ATTENDING THE MEETING: COLT AND AMY NELSON

JOB TITLE: VOLUNTEERS

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

UPDATE ON HISTORIC DESIGNATION AND NON-PROFIT STATUS

BACKGROUND INFORMATION:

ATTACHED

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

N/A

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST?

YES NO

AMOUNT \$ N/A

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 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 AMY NELSON DATE 12.9.19

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

Lander County Commission Agenda Request Form

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





Lander County Citizens for Historic Preservation

LCCHP's mission is to support restoration efforts to make the Battle Mountain a better place to live and work. We have a deep interest in Lander County and Battle Mountain's future. We recognize our need for save and preserve the Battle Mountain Grammar School and Lander County Courthouse. The building is not only a significant part of our past, but it has the potential to offer tremendous opportunities for our community's future.

- Firstly, old buildings such as this have intrinsic value and beauty. This building was built in 1916 by famed Nevada architect Frederic Joseph DeLongchamps.
- Historic buildings often have hidden gems – This building was designed with a Classic Revival style and has many ornamental features worth restoring to their original magnificence.
- Many new businesses prefer old buildings. The opportunities to convert several of the rooms for commercial opportunities is present.
- Older buildings attract tourists and people to a community. America's downtown revival is evidence that many people like old buildings and history. They capture the cultural history of the community. Battle Mountain needs to restore and maintain our oldest buildings to maintain our sense of permanency and heritage.
- Finally, the preservation of historic buildings is imperative as there is no chance to renovate or save a historic site once it's gone. Once a valuable piece of history is destroyed, it is lost forever.

LCCHP's current project is to coordinate efforts to restore and make operational the historic Battle Mountain Grammar School and Courthouse building. Historical plans will include exterior and interior restoration to the original grammar school design with the exception of the courtroom and judge's chambers. The building will have modern efficiencies and can be used for community purposes.

To this end, below is a list of activities to date:

- Contracted with the Nevada Preservation Foundation (NPF) and worked to get the Grammar School/Courthouse on the Nevada State Register of Historical Places.
- Developed relationships with regional personnel involved in preservation work (Jim Bertolini, Heidi Swank, Catherine Wines, Rebecca Palmer)
- Terminated relationship with attorney and contracted with new attorney to complete and submit the non-profit status paperwork
- Committee meetings to develop next steps including plans for an open house during Battle Mountain's 150-year celebration, order a rendering of the exterior of the building, and (once we receive non-profit status) begin the capital campaign

Lander County has provided LCCHP with \$50,000 in seed money with the primary aim to establish the 501c3 nonprofit status, ensure the building receives the historical places designation and create a balanced exterior and interior restoration plan. The costs to NPF to be designated on the Nevada State Register was \$15,000 plus \$250 to belong to the National Trust for Historic Preservation. The initial payment to the attorney was \$417.20 to begin the 501c3 process. Finally, the Wells Fargo checkbook order was \$62.96. The current balance is \$34,269.84.

Lander County Commissioners Meeting

December 19, 2019

Agenda Item Number __4__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

COMMISSIONERS: For possible action, to approve/disapprove the appointment of one individual to serve on the Board of the Lander County Planning Commission, which currently has two (2) openings; four year terms, term ending June 30, 2020 and to consider all of the following applicants to include:

- a) Jerry Annis

Public Comment:

Background:

Recommended action:

Jerry Annis

PO Box 625

Battle Mountain, Nv

Mr Westengard and commissioners;

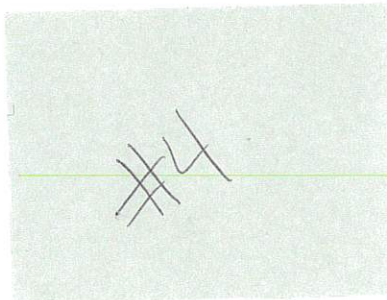
I understand that there is an opening on the Lander County Planning Commission. I have visited with Kyla Bright about the responsibilities involved and have attended a few meetings over the past few months.

I would be willing to serve on this commission if deemed acceptable by the Lander County Commissioners. I feel that being involved in the community is part of being a good citizen, and that I have the ability to serve in this capacity

If you should have any questions, please do not hesitate to contact me by phone at 635-2700 or by email at jerryannis@hotmail.com.

Thank you very much for your consideration.

Sincerely, Jerry Annis

A handwritten signature in dark ink, reading "Jerry L. Annis". The signature is fluid and cursive, with the first name "Jerry" being the most prominent part.

BOARD APPOINTMENT LIST
LANDER COUNTY, NEVADA

*** Denotes Commissioner Designation**

CATEGORY I - Continued

LANDER COUNTY PLANNING COMMISSION

NRS 278 7 MEMBERS (Per Ordinance 2017-03; changed member # from 5 to 7 and removed 2 alternate commissioners) 4 Year Terms 1 Meeting/Month
Minutes – Tiffany Elkington, Transcriptionist, Agendas – Kyla Bright, Community Services Officer

Colt Nelson	Term Expiration: 06-30-2021
John E. Williams	Term Expiration: 06-30-2020
Louis Lani	Term Expiration: 06-30-2020
Monte L. Price	Term Expiration: 06-30-2020
Walt Holland	Term Expiration: 06-30-2020 <i>Resigned</i>
Kenneth Rochester	Term Expiration: 06-30-2021
Vacant	Term Expiration: 06-30-2022

LANDER COUNTY REGIONAL TRANSPORTATION COMMISSION
STATUTORY BOARD

NRS 277A 3 MEMBER BOARD (INCLUDES 2 COMMISSIONERS)
2 Year Terms Quarterly Meetings *Agendas/Minutes – Lander County Clerk's Office*

Keith Piazza	Term Expiration: 12-31-2020
*Patsy Waits	Commissioner, <i>Voting</i>
*Judie Allan	Commissioner, <i>Voting</i>
*Alternate Bryan Sparks	Commissioner, <i>Voting</i>

Lander County Commissioners Meeting

December 19, 2019

Agenda Item Number __5__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

COMMISSIONERS: For possible action, to approve/disapprove the appointment of one individual to serve on the Board of Lander County Equalization, which currently has one (1) opening; four year terms, term ending June 30, 2020 and to consider all of the following applicants to include:

- a) Marla J. Sam

Public Comment:

Background:

Recommended action:

FILED


2019 NOV 21 AM 9:24

LANDER COUNTY CLERK

To: Board of Commissioners
From: Marla J Sam
Date: November 21, 2019
Subject: Board of Equalization

Please consider me for the open position on the Board of Equalization. After serving on the Board for many years I understand how the property is assessed, taxed and how the appeal system works for the County and the State.

I would appreciate your consideration to allow me to serve.


Marla J Sam
775.635.1369

BOARD APPOINTMENT LIST
LANDER COUNTY, NEVADA

*** Denotes Commissioner Designation**

CATEGORY I

LANDER COUNTY BOARD OF EQUALIZATION – STATUTORY BOARD

NRS 361 **3 MEMBER BOARD (INCLUDES 1 COMMISSIONER)**

4 Year Terms **1 Meeting/Year** Minutes/Agendas - Lander County Clerk's Office

Marla Sam Term Expiration: 06-30-2020 ***M. Sam resigned 3/7/19***

Kimberlie Buffington Term Expiration: 06-30-2020

***Bryan Sparks** Commissioner, **Voting**

LANDER COUNTY CONVENTION & TOURISM AUTHORITY

NRS 244A.597 **5 MEMBER BOARD (INCLUDES 1 COMMISSIONER)**

2 Year Terms (Per Resolution 2016-13, Staggered Terms) **1 Meeting/Month**

Minutes/Agendas – Becky Murphy, Secretary

Ann Miles resigned 3/20/19 Term Expiration: 06-30-2019

Richard Ripley Term Expiration: 06-30-2019

Marcia Forgeron Term Expiration: 06-30-2020

Grady Pierce Term Expiration: 06-30-2020

***Kathy Ancho** Commissioner, **Voting**

***Alternate Bryan Sparks** Commissioner, **Voting**

LANDER COUNTY DEBT MANAGEMENT COMMISSION –

STATUTORY BOARD

NRS 350.0115 **5 MEMBER BOARD (INCLUDES 1 COMMISSIONER)**

2 Year Terms (Staggered) **1 Meeting/Year**

Minutes/Agendas - Lander County Clerk's Office

Vacant (Todd Thompson exp 12/31/18) **Term Expiration: 12-31-2020**

Louis Lani Term Expiration: 12-31-2019

Bart Negro Term Expiration: 12-31-2019

Vacant **Term Expiration: 12-31-2019**

***Bryan Sparks** Commissioner, **Voting**

Lander County Commissioners Meeting

December 19, 2019

Agenda Item Number __6__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

ASSESSORS: For possible action, to approve/disapprove the modified Aerial Photography Contract with Pictometry and approve the chair or vice chair to sign.

Public Comment:

Background: Option to change imagery resolution from 6" to 3" with a onetime discount of \$45,899. Contract price changed from \$261,286.60 to \$408,941.48 (net difference \$147,654.88).

Note \$550,000 was budgeted in the tech fund for FY 19-20.

Recommended action:

AGENDA REQUEST FORM

MEETING DATE: December 19, 2019

NAME: Lander County Assessor

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

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

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: Work

WHO WILL BE ATTENDING THE MEETING: Lura Duvall

JOB TITLE: Assessor

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Approval of the Modified Aerial Photography
Contract with Pictometry for fiscal year 2019-20.

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

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

Option to change Imagery Resolution from 6" to 3" with a one time discount of \$45,899.

Contract price changed from \$261,286.60 to \$408,941.48, (net difference \$147,654.88)

* Note - \$550,000 was budgeted in the Tech Fund for Fiscal year 2019-20.

This is a multiple year contract, with subsequent Flights for the following 2 years. Proposals will be
submitted each year to the Commission as the scope of each subsequent flight and cost may change.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST?

☒ YES ☐ NO

AMOUNT: \$147,654.88

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING?

☒ YES ☐ NO

WHEN? Yes

WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING?

☒ YES ☐ NO

HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT HEAD?

☒ YES ☐ NO

FOR REVIEW BY:

CLERK X

SHERIFF

JUSTICE COURT

ASSESSOR

WELFARE

DISTRICT ATTORNEY X

BUILDING

PLANNING DEPT.

TREASURER

AIRPORT

FINANCE DEPT. X

SWIM. POOL

ROAD & BRIDGE

RECORDER

HOSPITAL

PARKS DEPT.

WATER & SEWER

CIVIC CENTER

FAIR & REC.

GOLF COURSE

COUNTY MANAGER 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...



DATE SUBMITTED: December 9, 2019

MEETING DATE: December 19, 2019



Budget Proposal

Proposal for: Lander County, NV
Project Name: 3in Upgrade
Quote Number: Q-51605
Contract Term: 1 Year(s)

EagleView Rep: David Peck
Phone Number:
Email: david.peck@eagleview.com
Expiration Date: 1/4/2020
Targeted Capture: 2019-b-Spring

Total: \$147,654.88



This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.



Budget Proposal

Proposal for: Lander County, NV
 Project Name: 3in Upgrade
 Contract Term: 1 Year(s)

EagleView Rep: David Peck
 Expiration Date: 1/4/2020
 Targeted Capture: 2019-b-Spring

Qty	Product	List Price	Discount (%)	Subtotal
0	FutureView Adv Training	\$2,499.00		(\$2,499.00)
2000	ChangeFinder - Change Detection; Digital Parcel File Provided	\$0.44		\$0.00
1	ChangeFinder - Project Fee	\$1,000.00		\$0.00
3	Pictometry Connect - CA - 100	\$3,300.00		\$0.00
3	Pictometry Connect View - CA	\$750.00		\$0.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	\$199.00	100	\$0.00
1	RapidAccess - Disaster Response Program	\$0.00		\$0.00
0	Tiles - Standard (6in GSD; JPG format) Per Sector	\$20.00	75	(\$5,530.00)
0	Mosaic - Area Wide (6in GSD; ECW format; individual) Per Sector	\$1.00	50	(\$553.00)
0	IMAGERY - 6in, 5-way, OCB (N5) Per Sector	\$260.00	17	(\$238,674.80)
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	\$0.00		\$0.00
1	Pictometry CONNECTAssessment	\$5,000.00	100	\$0.00
1106	Mosaic - Area Wide (3in GSD; ECW format; individual) Per Sector	\$2.00	50	\$1,106.00
1106	Tiles - Standard (3in GSD; JPG format) Per Sector	\$20.00	75	\$5,530.00
1106	IMAGERY - 3in, 5-way, OCB (N5) Per Sector	\$466.00	25.906	\$381,879.68
4	FutureView Advanced Training (Drive-In)	\$1,599.00		\$6,396.00
			TOTAL:	\$147,654.88

TOTAL: \$147,654.88

This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.

New Contract

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")
AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
LANDER COUNTY, NV ("CUSTOMER")

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

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

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

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

Sector Map

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

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

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

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

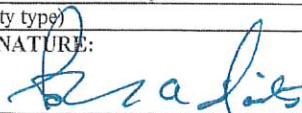
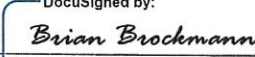
5. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees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

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

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

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

PARTIES:

CUSTOMER	PICTOMETRY
LANDER COUNTY, NV	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE: DocuSigned by: 
NAME: Patsy Waits	NAME: Brian Brockmann 919C59280FF1419...
TITLE: Chairman of the Board Lander County Commissioners	TITLE: Corporate Vice President
DATE: 3/28/2019	EXECUTION DATE: 4/2/2019
	DATE OF RECEIPT (EFFECTIVE DATE): 3/29/19

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

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

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

ORDER #

C10462719

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

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

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A115783	dpeck	Triennial

US GSA CONTRACT NO.	35F-0801N
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FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE ¹
1,106	IMAGERY - 6m, 5-way, OCB (N5) Per Sector	Product includes 6-inch GSD color balanced oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.5 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.46 feet/pixel, Middle Line: 0.51 feet/pixel, Back Line: 0.60 feet/pixel.	\$260.00	\$215.80 (17% - Long Term Incentive Discount)	\$238,674.80
3	Pictometry Connect - CA - 100*	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions, Software License Agreement	\$3,300.00		\$9,900.00
1,106	Tiles - Standard (6in GSD; JPG format) Per Sector*	Available with corresponding 3", 4", or 6" GSD imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$5.00 (75%)	\$5,530.00
1	FutureView Adv Training*	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00		\$2,499.00
3	Pictometry Connect View - CA*	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	\$750.00		\$2,250.00

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

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

SECOND PROJECT

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

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

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

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

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

THIRD PROJECT

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

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

		Applicable Terms and Conditions: Order Form			
2,000	ChangeFinder - Change Detection; Digital Parcel File Provided*	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.44		\$880.00
1,106	Mosaic - Area Wide (6in GSD; ECW format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00	\$0.50 (50%)	\$553.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00
SUBTOTAL - THIRD PROJECT					\$290,042.80
Thank you for choosing Pictometry as your service provider. Amount per product = ((1-Discount %) * Qty * List Price)			TOTAL	\$826,994.40	

*OPEN MARKET ITEMS ARE ALSO KNOWN AS INCIDENTAL ITEMS, NON-CONTRACT ITEMS, AND OTHER DIRECT COSTS (ODS'S). OPEN MARKET ITEMS ARE NOT ON THE GSA CONTRACT AND THEREFORE SHOULD BE TREATED AS OPEN MARKET PURCHASES. THIS AGREEMENT CONTAINS OPEN MARKET ITEMS. OPEN MARKET ITEMS ARE ALLOWED UNDER CIRCUMSTANCES SET FORTH IN FAR 8.402(F). OPEN MARKET ITEMS ARE SUBJECT TO PICTOMETRY'S APPLICABLE LICENSE TERMS AND CONDITIONS.

FEES; PAYMENT TERMS

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

FIRST PROJECT

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

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

Total Payments	\$261,286.80
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SECOND PROJECT

Due at Commencement of Project	\$2,499.00
Due at Initial Shipment of Imagery	\$86,747.26
Due at First Anniversary of Shipment of Imagery	\$86,194.27
Due at Second Anniversary of Shipment of Imagery	\$86,194.27
Due at Shipment of ChangeFinder	\$1,880.00
Due at Activation of Online Services	\$12,150.00
Total Payments	\$275,664.80

THIRD PROJECT

Due at Commencement of Project	\$2,499.00
Due at Initial Shipment of Imagery	\$91,539.92
Due at First Anniversary of Shipment of Imagery	\$90,986.94
Due at Second Anniversary of Shipment of Imagery	\$90,986.94
Due at Shipment of ChangeFinder	\$1,880.00
Due at Activation of Online Services	\$12,150.00
Total Payments	\$290,042.80

PRODUCT PARAMETERS**FIRST PROJECT
IMAGERY**

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

CHANGEFINDER

Product:	ChangeFinder - Change Detection; Digital Parcel File Provided
Data Source - Base:	Pictometry Outlines
Data Source Year - Base:	2017
Data Source - Comparison:	Pictometry Imagery
Data Source Year - Comparison:	2019
Deck Identification:	Included in Building Outlines

Regional Status Report Requested:
Modified Technical Specifications:
Parameter Changes

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

CONNECT

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

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

**SECOND PROJECT
IMAGERY**

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

CHANGEFINDER

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

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

Data Source Year – Base: 2019
Data Source – Comparison: Pictometry Imagery
Data Source Year – Comparison: 2022
Deck Identification: Included in Building Outlines

Regional Status Report Requested:
Modified Technical Specifications:
Parameter Changes

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

CONNECT

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

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

**THIRD PROJECT
IMAGERY**

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

CHANGEFINDER

Product: ChangeFinder - Change Detection; Digital Parcel File Provided
Data Source – Base: Pictometry Outlines
Data Source Year – Base: 2022
Data Source – Comparison: Pictometry Imagery
Data Source Year – Comparison: 2025
Deck Identification: Included in Building Outlines

Regional Status Report Requested:
Modified Technical Specifications:
Parameter Changes

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

CONNECT

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

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

STANDARD ORTHO MOSAIC PRODUCTS

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

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

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

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

RapidAccess—Disaster Response Program ("DRP")

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

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

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

SECTION B

LICENSE TERMS

PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE

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

1. DEFINITIONS

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

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

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

3. OBLIGATIONS OF CUSTOMER

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

4. LICENSE DURATION; EFFECT OF TERMINATION

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

5. TRADEMARKS; CONFIDENTIALITY

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

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

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

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

7. MISCELLANEOUS PROVISIONS

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

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

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

SECTION B

LICENSE TERMS

PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS

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

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

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

2. ACCESS TO SERVICES

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

3. DISCLAIMERS

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

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

4. LIMITED WARRANTY

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

5. LIMITATION OF LIABILITY

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

6. MISCELLANEOUS

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

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

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

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

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

SECTION B

LICENSE TERMS

PICTOMETRY WEB VISUALIZATION OFFERING
TERMS AND CONDITIONS

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

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

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

2. TERMS OF ACCESS TO WVO SERVICES

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

3. DISCLAIMERS

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

4. LIMITED WARRANTY

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

5. LIMITATION OF LIABILITY

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

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

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

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

6. MISCELLANEOUS

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

[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")**SECTION B****LICENSE TERMS****PICTOMETRY SOFTWARE
LICENSE AGREEMENT**

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

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

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

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

[END OF SOFTWARE LICENSE AGREEMENT]

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

SECTION C

NON-STANDARD TERMS AND CONDITIONS

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

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

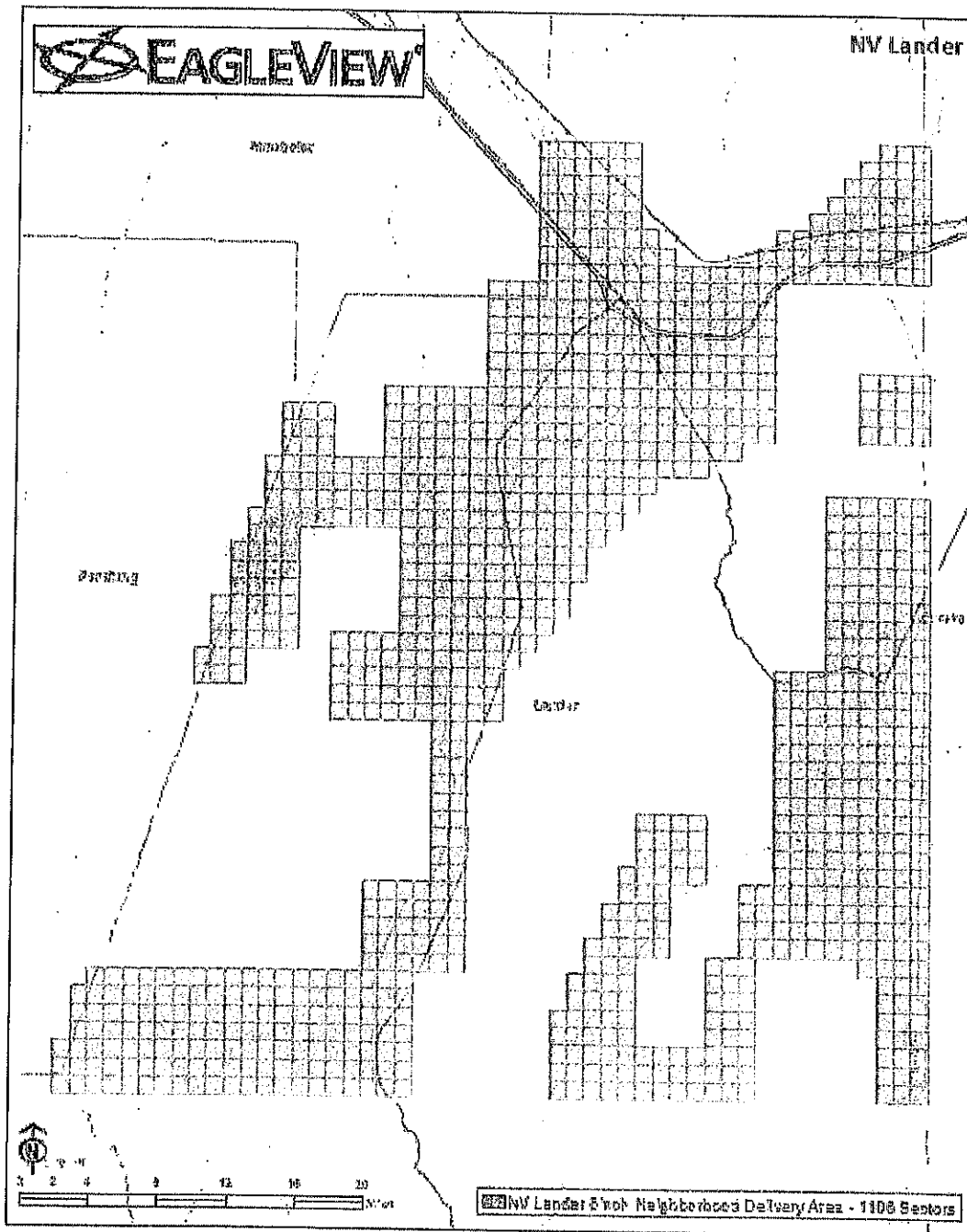
a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;

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

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

[END OF NON-STANDARD TERMS AND CONDITIONS]

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



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

**AMENDMENT TO AGREEMENT DATED MARCH 29, 2019 BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
LANDER COUNTY, NV ("CUSTOMER")**

1. Pursuant to the GSA Federal Supply Schedule referenced above, the following order being placed is subject to the terms and conditions of the Schedule (if purchasing Open Market items some exceptions may apply).
2. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated March 29, 2019 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

Section A: Product Descriptions, Prices and Payment Terms

3. MODIFICATIONS TO AGREEMENT:

- a. The First Project products, pricing, product parameters and payment terms set forth in Section A of the Agreement are modified as set forth in Section A in this Amendment.
- b. Promotion Contingency: The IMAGERY - 3in, 5-way, OCB (N5) product stated in Section A of this Amendment includes a promotional discount. This promotional discount is contingent on this Amendment being executed by Customer and returned to Pictometry no later than December 31, 2019.
- c. All other terms and conditions set forth in the Agreement shall remain in full force and effect.

4. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

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

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

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

PARTIES:

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

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

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

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

ORDER #
C16620003

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

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

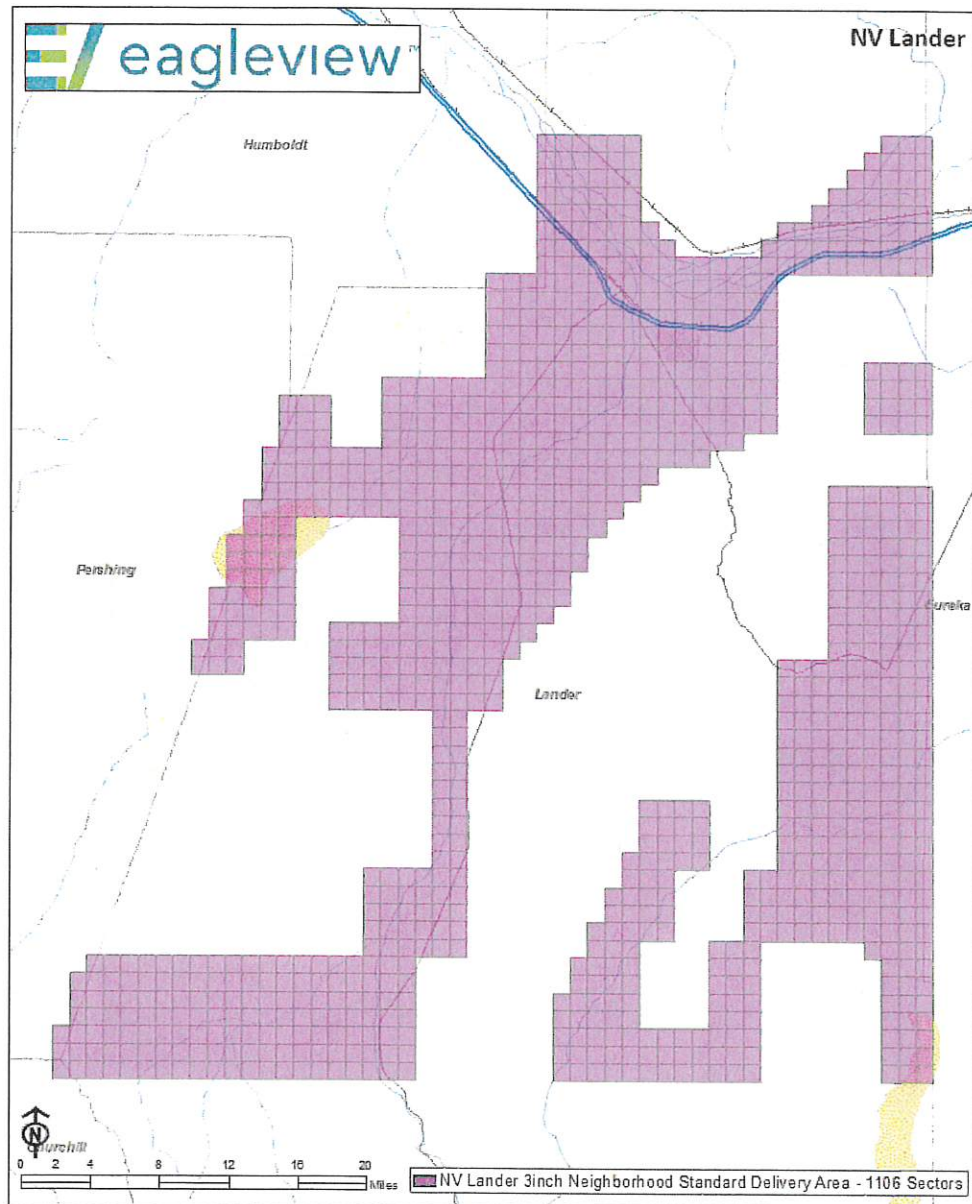
CUSTOMER ID	SALES REP
A115783	dpeck

US GSA CONTRACT NO.	35F-0801N
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QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE ¹
1,106	IMAGERY - 3in, 5-way, OCB (N5) Per Sector	Product includes 3-inch GSD color balanced oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$466.00	\$345.28 (25.906%)	\$381,879.68
4	FutureView Advanced Training (Drive-In)*	Drive-in registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration (no airfare). Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$1,599.00		\$6,396.00
1,106	Tiles - Standard (3in GSD; JPG format) Per Sector*	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$5.00 (75%)	\$5,530.00
1,106	Mosaic - Area Wide (3in GSD; ECW format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00	\$1.00 (50%)	\$1,106.00
-1,106	Mosaic - Area Wide (6in GSD; ECW format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00	\$0.50 (50%)	(\$553.00)
-1	FutureView Adv Training*	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00		(\$2,499.00)
-1,106	Tiles - Standard (6in GSD; JPG format) Per Sector*	Available with corresponding 3", 4", or 6" GSD imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$5.00 (75%)	(\$5,530.00)
-1,106	IMAGERY - 6in, 5-way, OCB (N5) Per Sector	Product includes 6-inch GSD color balanced oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.5 feet/pixel; Nominal Oblique GSD	\$260.00	\$215.80 (17%)	(\$238,674.80)

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

MAP(S)



Previous Contract

DOC #: 289726

03/09/2019 12:49 PM Page: 1 of 22

OFFICIAL RECORD

Requested By:
LANDER COUNTY CLERK

Lander County, NV
Lesley Bunch, Recorder

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



RECORDING REQUESTED BY:

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

Contract between Pictometry International Corp. and Lander County

Commission Meeting: March 28, 2019

Item # 5

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

This cover page must be typed or printed.

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

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

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

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

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

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

Sector Map

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

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

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

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

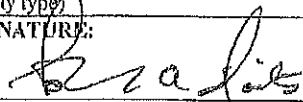

5. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees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

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

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

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

PARTIES:

CUSTOMER	PICTOMETRY
LANDER COUNTY, NV	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
	DocuSigned by: 
NAME: Patsy Waits	NAME: Brian Brockmann
TITLE: Chairman of the Board Lander County Commissioners	TITLE: Corporate Vice President
DATE: 3/28/2019	EXECUTION DATE: 4/2/2019
	DATE OF RECEIPT (EFFECTIVE DATE): 3/29/19

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

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

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

ORDER #
C10462719

BILL TO

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

SHIP TO

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

CUSTOMER ID

A115783

SALES REP

dpeck

FREQUENCY OF PROJECT

Triennial

US GSA CONTRACT NO.

35F-0801N

FIRST PROJECT

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

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

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

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

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

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

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

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

THIRD PROJECT

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

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

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

Thank you for choosing Pictometry as your service provider.

Amount per product = ((1-Discount %) * Qty * List Price)

TOTAL

\$826,994.40

*OPEN MARKET ITEMS ARE ALSO KNOWN AS INCIDENTAL ITEMS, NON-CONTRACT ITEMS, AND OTHER DIRECT COSTS (ODS'S). OPEN MARKET ITEMS ARE NOT ON THE GSA CONTRACT AND THEREFORE SHOULD BE TREATED AS OPEN MARKET PURCHASES. THIS AGREEMENT CONTAINS OPEN MARKET ITEMS. OPEN MARKET ITEMS ARE ALLOWED UNDER CIRCUMSTANCES SET FORTH IN FAR 8.402(f). OPEN MARKET ITEMS ARE SUBJECT TO PICTOMETRY'S APPLICABLE LICENSE TERMS AND CONDITIONS.

FEES; PAYMENT TERMS

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

FIRST PROJECT

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

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

Total Payments	\$261,286.80
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SECOND PROJECT

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

Total Payments	\$275,664.80
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THIRD PROJECT

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

Total Payments	\$290,042.80
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PRODUCT PARAMETERS**FIRST PROJECT****IMAGERY**

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

CHANGEFINDER

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

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

CONNECT

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

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

SECOND PROJECT**IMAGERY**

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

CHANGEFINDER

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

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

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

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

CONNECT

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

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

**THIRD PROJECT
IMAGERY**

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

CHANGEFINDER

Product: ChangeFinder - Change Detection; Digital Parcel File Provided
Data Source - Base: Pictometry Outlines
Data Source Year - Base: 2022
Data Source - Comparison: Pictometry Imagery
Data Source Year - Comparison: 2025
Deck Identification: Included in Building Outlines

Regional Status Report Requested:
Modified Technical Specifications:
Parameter Changes

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

CONNECT

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

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

STANDARD ORTHO MOSAIC PRODUCTS

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

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

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

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")**RapidAccess—Disaster Response Program ("DRP")**

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

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

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

SECTION B

LICENSE TERMS

PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE

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

1. DEFINITIONS

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

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

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

3. OBLIGATIONS OF CUSTOMER

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

4. LICENSE DURATION; EFFECT OF TERMINATION

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

5. TRADEMARKS; CONFIDENTIALITY

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

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

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

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

7. MISCELLANEOUS PROVISIONS

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

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

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

SECTION B

LICENSE TERMS

PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS

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

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

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

2. ACCESS TO SERVICES

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

3. DISCLAIMERS

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

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

4. LIMITED WARRANTY

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

5. LIMITATION OF LIABILITY

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

6. MISCELLANEOUS

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

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

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

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

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

SECTION B

LICENSE TERMS

PICTOMETRY WEB VISUALIZATION OFFERING
TERMS AND CONDITIONS

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

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

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

2. TERMS OF ACCESS TO WVO SERVICES

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

3. DISCLAIMERS

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

4. LIMITED WARRANTY

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

5. LIMITATION OF LIABILITY

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

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

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

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

6. MISCELLANEOUS

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

[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]

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

SECTION B

LICENSE TERMS

PICTOMETRY SOFTWARE
LICENSE AGREEMENT

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

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

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

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

[END OF SOFTWARE LICENSE AGREEMENT]

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

SECTION C

NON-STANDARD TERMS AND CONDITIONS

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

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

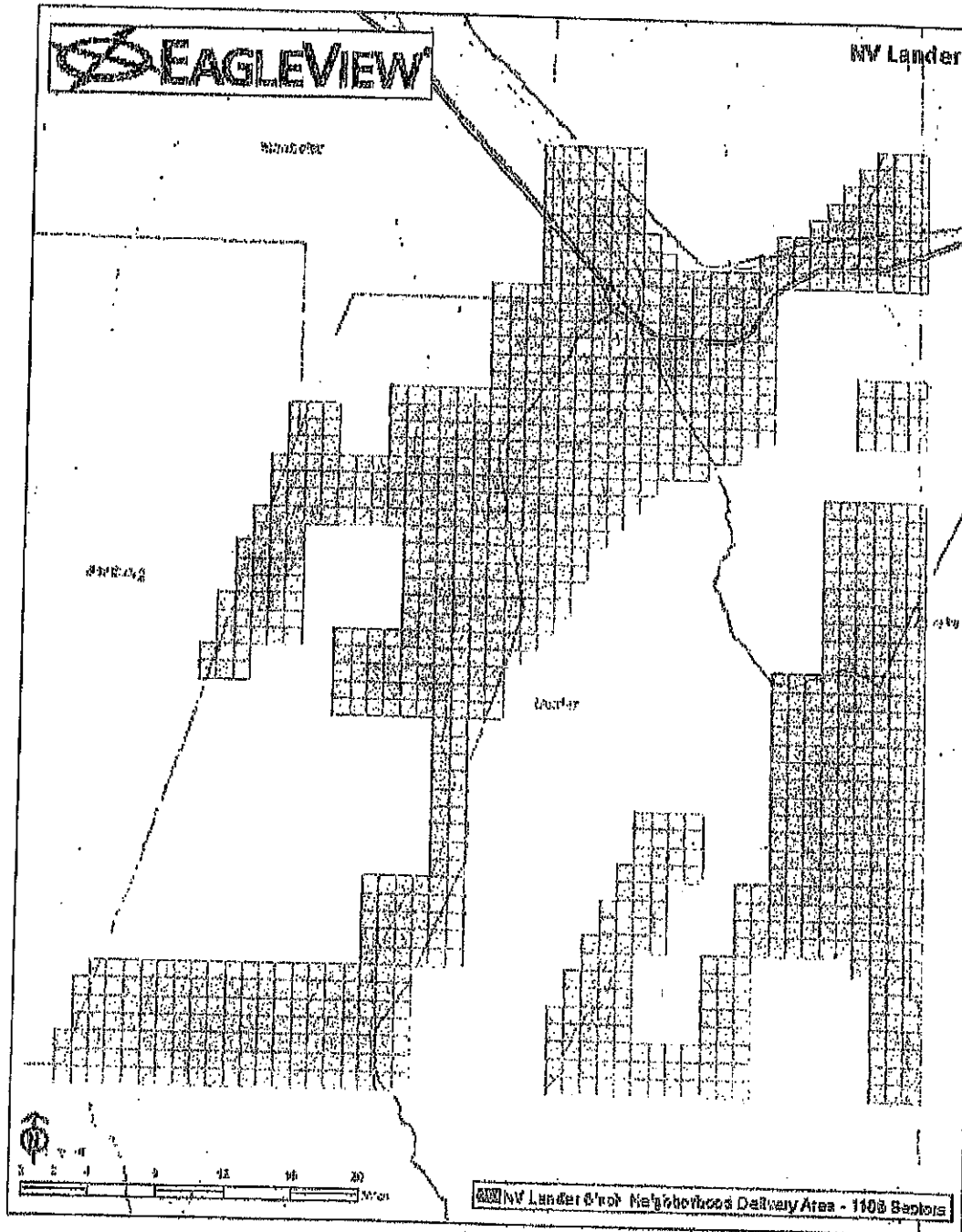
a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;

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

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

[END OF NON-STANDARD TERMS AND CONDITIONS]

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



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

March 28, 2019

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

Also Via Teleconference At

AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA

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

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

CONSENT AGENDA

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

- *(1) Approval of Agenda Notice March 28, 2019
- *(2) Approval of February 28, 2019 Meeting Minutes
- *(3) Approval of March 14, 2019 Meeting Minutes
- *(4) Approval of March 18 thru March 19, 2019 Special Meeting Budget Workshop Meeting Minutes

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

COMMISSIONERS

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

Public Comment

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

Public Comment

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

Public Comment

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

Public Comment

ASSESSORS

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

Public Comment

PUBLIC WORKS

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

Public Comment

FINANCE

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

Public Comment

COMMISSIONERS

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

Public Comment

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

Public Comment

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

Public Comment

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

Public Comment

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

Public Comment

***CORRESPONDENCE**

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

Public Comment

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

ADJOURN

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

NOTE: TIMES ARE APPROXIMATE

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

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

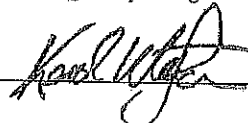
NOTICE: Any member of the public that would like to request any supporting material from the meeting, please contact the clerk's office, 50 State Route 305, Battle Mountain, Nevada 89820 (775) 635-5738.

AFFIDAVIT OF POSTING

State of Nevada)
) ss
County of Lander)

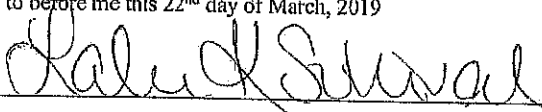
Keith Westengard, Lander County Manager of said Lander County, Nevada, being duly sworn, says, that on the 22nd day of March 2019, he posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse,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

Keith Westengard, Lander County Manager



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

Witness



Name of Agenda Lander County Commission

Date of Meeting March 28, 2019

1 COMMISSIONER ANCHO: Thank you --
2 CHAIRMAN WAITS: -- time --
3 COMMISSIONER ANCHO: -- very much.
4 CHAIRMAN WAITS: -- before us --
5 COMMISSIONER ALLAN: Thank you, --
6 CHAIRMAN WAITS: -- and updating --
7 COMMISSIONER ALLAN: -- Jon.
8 CHAIRMAN WAITS: -- us. We appreciate it.
9

10
11 **ASSESSOR**
12

13 5) **Discussion and possible action to approve/disapprove a**
14 **contract between Pictometry International Corp ("Pictometry")**
15 **and Lander County, and all other matters properly related**
16 **thereto.**
17

18 CHAIRMAN WAITS: We are now under Assessor's Number 5.
19 Discussion and possible action to approve or disapprove a
20 contract between Pictometry International Corporation,
21 Pictometry, and Lander County, and all other matters properly
22 related thereto.

23 Good morning, Lura.

24 LURA DUVALL: Good morning. How are you?

25 This contract is for a flyover that we want to do this
26 spring. Actually, they're getting really close to gearing up for
27 that.

28 By signing on all the surrounding counties, we did get a
29 discount because they're going to do all of them at the same
30 time. They're going to do Humboldt, Elko, Eureka, Lander,
31 Pershing, and I think White Pine, but I'm not sure. So there's
32 a little bit of a break there.

33 And there's a grid in there that shows the area that we're
34 going to be flying this year.

35 This isn't going to be in direct conjunction with our new
36 system so we needed to get some stuff up to date that we haven't
37 flown in a lot of years, about, I think, since 2013. So it's
38 been six years.

39 CHAIRMAN WAITS: And I did see on the agenda request form
40 that the DA has reviewed this.

1 LURA DUVALL: Uh-huh.
2 DISTRICT ATTORNEY HERRERA: Yes, ma'am. I have.
3 CHAIRMAN WAITS: Okay. So we don't have any problems
4 legally --
5 DISTRICT ATTORNEY HERRERA: I didn't see --
6 CHAIRMAN WAITS: -- with it --
7 DISTRICT ATTORNEY HERRERA: -- any --
8 CHAIRMAN WAITS: -- at all.
9 DISTRICT ATTORNEY HERRERA: -- problems. And I -- I've
10 discussed that with Lura.
11 CHAIRMAN WAITS: Okay. And, of course, Lura has the money
12 in her budget.
13 LURA DUVALL: Uh-huh.
14 DISTRICT ATTORNEY HERRERA: Yep.
15 COMMISSIONER ALLAN: I'll make a motion that we approve the
16 contract between Pictometry International Corp and Lander
17 County.
18 COMMISSIONER ANCHO: I'll second.
19 CHAIRMAN WAITS: Thank you.
20 Judie made the motion. It was seconded by Kathy.
21 Any other discussion?
22 LURA DUVALL: And authorize the chair to sign.
23 COMMISSIONER ALLAN: And authorize the chair to sign.
24 LURA DUVALL: Thank you.
25 CHAIRMAN WAITS: Thank you.
26 Any public comment?
27 (No comment.)
28 CHAIRMAN WAITS: All those in favor?
29 COMMISSIONER SPARKS: Aye.
30 COMMISSIONER ALLAN: Aye.
31 COMMISSIONER ANCHO: Aye.
32 COMMISSIONER CLARK: Aye.
33 CHAIRMAN WAITS: Aye.
34 LURA DUVALL: And does someone have an original for them --
35 CHAIRMAN WAITS: Thank you --
36 LURA DUVALL: -- to sign?
37 CHAIRMAN WAITS: -- so much. And that passes.
38 KEITH WESTENGARD: It should be (indiscernible).
39 LURA DUVALL: All right. Got it. Thank you.
40 Thank you.

Lander County Commissioners Meeting

December 19, 2019

Agenda Item Number __7__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

UNIVERSITY OF NEVADA RENO EXTENSION-LANDER COUNTY: For possible action, to approve/disapprove the budget carryover spend down plan as presented by Holly Gatzke of the University of Nevada Reno Extension.

Public Comment:

Background: Nevada System of Higher Education (NSHE) requires a maximum 10% of extension funds to carry over, or a county to create its own plan. Please see attached recommended plan.

Recommended action:



Lander County Commission Agenda Request Form

COMMISSIONER MEETING DATE-12/19/19

NAME: Holly Gatzke REPRESENTING: UNR Extension

ADDRESS: 4955 Energy Way Reno, NV 89502 PH: 775-336-0245 PH: 775-784-4848

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? 775-784-4848

WHO WILL BE ATTENDING THE MEETING: Holly Gatzke

JOB TITLE: Area Director

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

Action Item: Agreement for Extension carryover funds in Lander County.

BACKGROUND INFORMATION:

NSHE requires a maximum 10% of Extension funds or a county plan. This proposal allows Lander County to create its own plan – see attached proposal

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

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 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 Holly Gatzke DATE 11/25/19
The Lander County Board of Commissioners meets the 2nd and 4th Thursday of each month

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

Lander County Extension Account December 19, 2019

The following documents an agreement between the University of Nevada Cooperative Extension and the Lander County Board of County Commission regarding the Extension fund account.

On December 11, 2019 the Lander Commission established policy that they wish to maintain a minimum balance of \$90,000 in the Extension account for reserves. The intent of the policy is to maintain at least one year of operating expenses in the account to ensure continued Extension operations in the county during periodic revenue declines common to rural Nevada counties.

As of September 26, 2019 there is approximate \$252,900 credited in the Extension Account. Extension proposes the following strategy for the Extension fund pursuant to the recent Board of Regents policy declaration that Extension funds in all Nevada counties not exceed 10% of annual operating expenditures unless otherwise designated by the County.

Extension proposes the following financial strategy to accommodate both Lander County and Board of Regents policy.

Maintain reserve balance in the Lander Extension fund account	\$ 90,000
Utilize remaining funding towards Extension programming efforts for community development within the next five years	<u>\$162,900</u>
Total fund balance	\$252,900

Dr. Ivory Lyles
Director, University of Nevada Cooperative Extension
Educator

Holly Gatzke
Northern Area Director, Cooperative Extension

Chairman, Lander County Commission

Vice Chairman, Lander County Commission

Lander County Commissioner

Lander County Commissioner

Lander County Commissioner

DOC # 0281425
10/04/2017 08:29 AM
Official Record
Recording requested By
LANDER COUNTY CLERK
Lander County - NV
Lesley Bunch - Recorder
Fee: Page 1 of 4
RPTT: Recorded By: KM
Book- 696 Page- 0254

0281425

RECORDING REQUESTED BY: LANDER COUNTY CLERK'S OFFICE

ADDRESS: 50 STATE ROUTE 305

CITY/STATE/ZIP: BATTLE MOUNTAIN, NV 89820

**Contract between the University of Nevada, Reno and Lander County for the
Cooperative Extension.**

August 24, 2017 Commissioners Meeting

Item #4

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

This cover page must be typed or printed.



**AGREEMENT BETWEEN
THE UNIVERSITY OF NEVADA
COOPERATIVE EXTENSION AND LANDER COUNTY**

This Agreement is entered this 1st day of September, 2017, by and between the Board of Regents of the Nevada System of Higher Education, acting on behalf of the University of Nevada, Reno for the benefit of University of Nevada Cooperative Extension, hereinafter referred to as "Extension"; and the County of Lander, State of Nevada, hereinafter referred to as "County". Extension and the County may be referred to herein as the Parties.

WITNESSETH THAT:

WHEREAS, County desires to participate in the educational programs as authorized by the federal Smith-Lever Act, as amended, and other federal acts supporting Extension programs; and NRS 549.010;

WHEREAS, Extension is authorized by Nevada Revised Statute 549.010 to conduct educational programs in the State of Nevada with the themes of agriculture, community development, health and nutrition, horticulture, personal and family development, and natural resources in the rural and urban communities in the State of Nevada; and,

WHEREAS, Nevada Revised Statute 549.010 indicates that individual counties may enter into cooperative agreements, here referred to the Agreement with the Nevada System of Higher Education acting on behalf of the University of Nevada, Reno; and,

WHEREAS, Extension programs are developed in response to local needs, based on advice from a local advisory committee(s), County Commissioners, local citizens, and other appropriate partners; and,

WHEREAS, Extension and County desire to enter into this Agreement as a master document to set out the nature of the program and the relationship of the parties in accordance with Nevada Revised Statutes 549.010 through 549.070 (inclusive);

NOW, THEREFORE, the parties do hereby agree to expend their best efforts to conduct and support an Extension program under the following terms and conditions:

Section 1. County agrees:

- A. As part of its responsibilities pursuant to NRS 549.010 et seq. to furnish suitable office space if required, and pay, if required, the essential costs of adequate clerical and secretarial personnel, utilities, travel, office expense, supplies and equipment needed in the conduct of Extension programs in the county, not to exceed the yearly ad valorem tax collected for Agriculture Extension.



Whereas, Lander County puts a high value on the services of the Cooperative Extension Program as evidenced by the County's continued funding contribution to Extension in the form of a dedicated one cent property tax levy.

- B. To submit to the Director of University of Nevada Cooperative Extension a copy of the county budget approved for items in (A) listed above. The budget will be certified as true and correct by the responsible county officer and will be submitted prior to the beginning of each calendar year.
- C. To provide input/feedback to the annual review of the Extension Educator's performance on professional performance and meeting local needs.

Section 2. Extension agrees:

- A. To provide leadership and administration of faculty, staff and programs of University of Nevada, Cooperative Extension.
- B. To provide an opportunity for at least one Commissioner and other community leaders to participate in the selection procedure of professional Extension staff for the county in accordance with University of Nevada, Reno Personnel Policies and Procedures.
- C. To provide an opportunity for the County to review and assist in the development of an annual plan of work in cooperation with the County Extension Educator, the Area Director and the Director of University of Nevada Cooperative Extension.
- D. To provide qualified state and regional specialists to train and assist county educators and staff in the conduct of county extension educational programs.
- E. To provide an annual report of expenditures of county funds to the Board of County Commissioners.
- F. To provide regular reports (verbal and written) to the Board of County Commissioners on program activities in the county.

Section 3. Extension and County mutually agree:

- A. Subject to funding availability Extension will place staff with appropriate subject matter expertise in state, regional, multi-county and local positions; the County and Extension acknowledge that these individuals will work cooperatively across subject matter and geographic areas, in an appropriate and equitable manner, to provide residents with access to Extension information and programming. Extension will consult with individual counties on a regular and timely basis.
- B. University of Nevada Cooperative Extension, as a publicly funded educational organization, operates in compliance with the Civil Rights Act of 1964, Title IX of



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Book: 696
Page: 25710/04/2017
Page: 4 of 4

the Education Amendments of 1972, and the Rehabilitation Act of 1973, and as such, all programs, activities and employment opportunities are available without regard to race, color, national origin, sex, religion, age or disability.

- C. The term of this agreement shall be two years from the date of execution by both parties.
- D. Either party shall have the right, upon thirty (30) days prior written notice to the other party, to terminate this agreement at any time with or without cause.
- E. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments or obligations due under this Agreement, then this Agreement shall terminate on the last day of the fiscal period for which appropriates were received without penalty or expense to NSHE, University or Extension of any kind whatsoever.

IN WITNESS WHEREOF, the parties hereto have set their hands as indicated below:

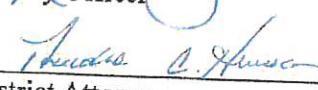
BOARD OF COUNTY COMMISSIONERS OF LANDER COUNTY


County Officer

9-14-17
Date


Commissioner, Chair

10-3-17
Date


District Attorney

9/19/17
Date

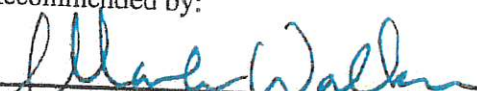
BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON
BEHALF OF THE UNIVERSITY OF NEVADA, RENO, COOPERATIVE EXTENSION


Sheri Mendez

Associate Vice President, Business and Finance / Controller
University of Nevada, Reno

9/14/17
Date

Recommended by:


Mark Walker, Director, Cooperative Extension

9/11/17
Date

CHAPTER 549 - EXTENSION WORK IN AGRICULTURE, HOME ECONOMICS AND RURAL WELFARE

NRS 549.010	Cooperative agreements between boards of county commissioners and Nevada System of Higher Education.
NRS 549.020	Preparation and adoption of budget; levy of tax; disposition of proceeds; payment of claims; State's cooperative share.
NRS 549.030	Filing of copy of budget with Nevada System of Higher Education; modification of budget.
NRS 549.040	Legislative appropriations.
NRS 549.050	Expenditure of State's cooperative share.
NRS 549.060	Participation of counties in extension work.
NRS 549.070	Transitional provisions.

NRS 549.010 Cooperative agreements between boards of county commissioners and Nevada System of Higher Education. To provide for continued educational, research, outreach and service programs pertaining to agriculture, community development, health and nutrition, horticulture, personal and family development, and natural resources in the rural and urban communities in the State of Nevada, the Director of the Agricultural Extension Department of the Public Service Division of the Nevada System of Higher Education and the boards of county commissioners of any or all of the respective counties of the State of Nevada may enter into cooperative agreements and activities subject to the provisions of this chapter.

[1:94:1947; 1943 NCL § 356.1] — (NRS A [1969, 1444](#); [1993, 413](#); [1999, 2550](#))

NRS 549.020 Preparation and adoption of budget; levy of tax; disposition of proceeds; payment of claims; State's cooperative share.

1. The Director of the Agricultural Extension Department of the Public Service Division of the Nevada System of Higher Education shall prepare and submit to the board of county commissioners, for each county participating, an annual financial budget covering the county, state and federal funds cooperating in the cost of educational, research, outreach and service programs pertaining to agriculture, community development, health and nutrition, horticulture, personal and family development, and natural resources in the rural and urban communities in the State of Nevada.

2. The budget must be adopted by the board of county commissioners and certified as a part of the annual county budget, and the county tax levy provided for agricultural extension work in the annual county budget must include a levy of not less than 1 cent on each \$100 of taxable property. If the proceeds of the county tax levy of 1 cent are insufficient to meet the county's share of the cooperative agricultural extension work, as provided in the combined annual financial budget, the board of county commissioners may, by unanimous vote, levy an additional tax so that the total in no instance exceeds 5 cents on each \$100 of the county tax rate.

3. The proceeds of such a tax must be placed in the agricultural extension fund in each county treasury and must be paid out on claims drawn by the agricultural extension agent of the county as designated by the Director of the Agricultural Extension Department of the Public Service Division of the Nevada System of Higher Education, when approved by the Director and countersigned by the Treasurer of the Nevada System of Higher Education.

4. A record of all such claims approved and paid, segregated by counties, must be kept by the Treasurer of the Nevada System of Higher Education. The cost of maintaining the record must be paid from state funds provided for by this chapter.

5. The State's cooperative share of the cost of such agricultural extension work, as entered in the budget described in this section, must not be more than a sum equal to the proceeds of 1 cent of such county tax rate; but when the proceeds of a 1-cent tax rate are insufficient to carry out the provisions of the budget previously adopted, the Director of the Agricultural Extension Department of the Public Service Division of the Nevada System of Higher Education is authorized to supplement the State's cooperative share from the funds as may be made available in the Public Service Division Fund of the Nevada System of Higher Education.

[2:94:1947; 1943 NCL § 356.2] — (NRS A [1969, 1444](#); [1993, 413](#); [1999, 2550](#))

NRS 549.030 Filing of copy of budget with Nevada System of Higher Education; modification of budget.

1. A certified copy of the county extension work budget as adopted and approved pursuant to [NRS 549.020](#) must be filed with the Treasurer of the Nevada System of Higher Education within 10 days after its approval by the board of county commissioners.

2. Necessary modifications thereof, involving county and state funds, resulting from leaves of absence without pay, resignations, changes in salary, dismissals or employment of any cooperative agent, variations in expense accounts or otherwise, not involving an increase in the total expenditures provided to be paid from the funds and consistent with the purposes of this chapter, may be made by filing with the Treasurer of the Nevada System of Higher Education and the board of county commissioners a revised budget, approved by the Director of the Agricultural Extension Department of the Public Service Division of the Nevada System of Higher Education and countersigned by the Treasurer of the Nevada System of Higher Education.

[3:94:1947; 1943 NCL § 356.3] — (NRS A [1969, 1444](#); [1993, 414](#))

NRS 549.040 Legislative appropriations. Funds to carry out the provisions of this chapter shall be provided by direct legislative appropriation from the General Fund.

[4:94:1947; 1943 NCL § 356.4] — (NRS A [1961, 513](#))

NRS 549.050 Expenditure of State's cooperative share. All moneys appropriated pursuant to [NRS 549.040](#) must be expended under the direction of the Director of the Agricultural Extension Department of the Public Service Division of the Nevada System of Higher Education to the extent of the financial budget for cooperation between the State and the respective counties provided for in [NRS 549.020](#).

[5:94:1947; 1943 NCL § 356.5] — (NRS A [1969, 1445](#); [1993, 414](#))

NRS 549.060 Participation of counties in extension work. Any county in the state which has agreed or shall agree to participate in cooperative work in agricultural extension under the provisions of this chapter or acts previously passed by the Legislature and approved by the Governor shall, by the provisions hereof, come under this chapter.

[6:94:1947; 1943 NCL § 356.6]

NRS 549.070 Transitional provisions.

Lander County Commissioners Meeting

December 19, 2019

Agenda Item Number __8__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

UNIVERSITY OF NEVADA RENO EXTENSION-LANDER COUNTY: For possible action, to approve/disapprove proclamation 2019-03 to declare January as National Radon Action month and approve the chair or vice chair to sign.

Public Comment:

Background: Each year, radon education is provided more vigorously and free tests kits are provided to residents of Lander County so that they understand the seriousness of Radon exposure and the importance of testing and mitigation of high Radon levels.

Recommended action:



Lander County Commission Agenda Request Form

COMMISSIONER MEETING DATE December 19, 2019

NAME: Shannon Berumen REPRESENTING: UNR, Lander Extension

ADDRESS: 815 N 2nd Street Battle Mountain NV 89820

PH: 775-635-1345 PH: 775-635-5565

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? _____

WHO WILL BE ATTENDING THE MEETING: Shannon Berumen

JOB TITLE: Executive Secretary IV

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

Discussion and possible action to approve/disapprove the National Radon Action month January 2020 Proclamation for Lander County.

BACKGROUND INFORMATION:

Each year, radon education is provided more vigorously and free tests kits are provided to residents of Lander County so that they understand the seriousness of Radon exposure and the importance of testing and mitigation of high Radon levels.

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

Approve the proclamation and January as National Radon Action Month in Lander County.

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

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES X NO ___
WHEN? Each year in December

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 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:

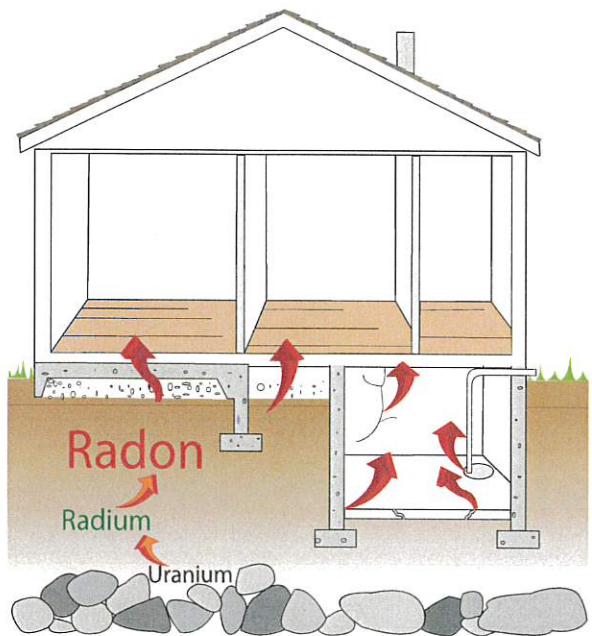
SIGNATURE

Shannon Berumen DATE 11-19-19
The Lander County Board of Commissioners meets the 2nd and 4th Thursday of each month

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

Learn about **RADON** in Lander County

RADON is a naturally occurring radioactive gas that can seep into your home from the ground, increasing your risk for **LUNG CANCER**. All homes should be tested!



FREE RADON TEST KITS

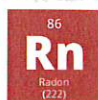
(Jan. 1 - Feb. 29)

EXTENSION, LANDER COUNTY

815 N. Second St.

Battle Mountain

Call ahead: 775-635-5565



RADON is colorless, odorless and tasteless;
the only way to detect it is to **TEST**



Radon is the primary cause of **LUNG CANCER**
for non-smokers



Most **RADON** exposure happens in homes



Nearly **1 IN 4** homes tested in Nevada has an
elevated level of **RADON**

FOR MORE RADON INFORMATION

Radon Hotline: **888-RADON10** (888-723-6610)



Nevada
Radon
Education Program