

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

December 5, 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 5, 2019 Agenda Notice
- (2) Approval of May 23, 2019 Meeting Minutes
- (3) Approval of June 27, 2019 Meeting Minutes
- (4) Approval of July 11, 2019 Meeting Minutes
- (5) Approval of July 25, 2019 Meeting Minutes
- (6) Approval of October 10, 2019 Meeting Minutes
- (7) Approval of October 24, 2019 Meeting Minutes
- (8) Approval of November 7, 2019 Meeting Minutes
- (9) Approval of November 25, 2019 Special Meeting Minutes
- (10) Approval of the Payment of Bills

COMMISSIONERS

- (1) **9:10 A.M.**
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.
- (2) **9:30 A.M.**
PUBLIC HEARING: For possible action, to approve/disapprove the acceptance of a business impact statement with a motion, if approved, stating "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."

- (3) **COMISSIONERS:** For Possible action, to approve/disapprove use of the old jail to the Battle Mountain Sober Seniors for a gift wrapping and storage fundraiser on the weekends through Christmas Eve and to request that water and heat is provided during that time
- (4) **UNIVERSITY OF NEVADA COPORATIVE EXTENSION:** For possible action, to approve/disapprove the budget carryover spend down plan as presented by Holly Gatzke of the University of Nevada Reno Extension.
- (5) **RECREATION CENTER:** For possible action, to approve/disapprove a free day to the public during the All-Class Reunion on July 25, 2020.
- (6) **SHERIFF OFFICE:** For possible action, pre-budgetary approval request for FY 2020/2021 in the amount of \$15,000 each year for a period of five years, for the Sheriff's Office Taser Replacement Program; or to fully fund the program in FY 2020/2021 budget in the amount of \$74,600.
- (7) **PLANNING:** For possible action, to approve/disapprove a parcel map application for Riley Synek to combine two (2) parcels into one (1) parcel, located at 670 Faded Sage Drive and 685 Yellow Brick Road in Battle Mountain, APN 010-280-29 and 010-280-30, zoned A-1.
- (8) **COUNTY MANAGER:** Update regarding the Battle Mountain Christmas Festival funding.
- (9) **COUNTY MANAGER:** For possible action, to approve/disapprove an increase to the Nationwide Preferred Compensation account (PERS) from 28% to 29.25 % for Patsy Waits and Art Clark, to bring them in compliance with other county employees.
- (10) **COUNTY MANAGER:** For possible action, to give direction to the County Manager to advertise for an independent contractor to manage the Mountain View Golf Course clubhouse starting spring 2020.

- (11) **COUNTY MANAGER:** For possible action, to approve/disapprove the amended NV Energy franchise agreement that allows the town of Kingston to retain their 2% annual gross franchise fee per decision made on Nov 7, 2019 by the Lander County Board of County Commissioners.
- (12) **COUNTY MANAGER:** For possible action, to approve/disapprove the creation of a complete count committee for the 2020 census and if approved to develop a strategy.
- (13) **COUNTY MANAGER:** For discussion and possible action regarding the performance evaluation of Keith Westengard including but not limited to: termination, suspension, demotion, reduction in pay, reprimand, promotion, endorsement, engagement, retention, or “no action”, and all other matters properly related thereto. (Per NRS 241.031)

CORRESPONDENCE

- (14) 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.*

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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

LANDER COUNTY COMMISSION AGENDA

December 5, 2019

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 27th day of November, 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 27th day of November, 2019.

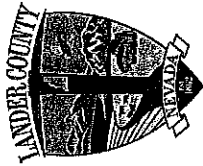
Witness

Karina Cortes

Name of Agenda: Lander County Commission

Date of Meeting: December 5, 2019

Cindy Benson
Lander County Fiscal Officer



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

DATE

Cindy Benson
Fiscal Officer

11-20-19

LANDER COUNTY COMMISSION MEETING

December 5, 2019

RATIFY

SUBMITTED EXPENDITURES IN THE AMOUNT OF \$99,985.30

From Check #205652 thru #205721

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

Check Register

Lander County, NV

Packet: APPKT00263 - 11/21/19 - 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						
003323	AMAZON CAPITAL SERVICES	11/21/2019	Regular	0.00	1,792.49	205652
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
14KK-JYNK-NC7V	Invoice	11/16/2019	WIRE RACK / CABINETS	0.00	765.70	
001-005-59373		SAFETY EXPENSES	WIRE RACK / CABINETS		765.70	
19KM-VHF6-PLN	Invoice	11/12/2019	CABINET	0.00	1,026.79	
001-005-59373		SAFETY EXPENSES	CABINET		1,026.79	
209947	AMERICAN RED CROSS	11/21/2019	Regular	0.00	38.00	205653
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
22235181	Invoice	10/31/2019	LIFEGUARDING / DANIELLE LAUGHON	0.00	38.00	
052-055-53940		TRAVEL AND TRAINING	LIFEGUARDING / DANIELLE		38.00	
208866	AMPED-OUT-ELECTRICAL, LLC	11/21/2019	Regular	0.00	2,827.95	205654
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
3410	Invoice	10/30/2019	LC KIDS CLUB - HEATER	0.00	816.60	
001-009-53560		MAINTENANCE/CONTRA	LC KIDS CLUB - HEATER		816.60	
3412	Invoice	11/01/2019	KINGSTON PUMP HOUSE - PUMP #1	0.00	2,011.35	
036-000-53920		SERVICE AND SUPPLIES	KINGSTON PUMP HOUSE -		2,011.35	
210274	AQUA SOURCE	11/21/2019	Regular	0.00	2,675.00	205655
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
39780	Invoice	11/07/2019	FALL MAINTENANCE SERVICES - POOL	0.00	2,675.00	
052-055-53920		SERVICE AND SUPPLIES	FALL MAINTENANCE SERVI		2,675.00	
210002	ASSESSED VALUATION SPECIALISTS	11/21/2019	Regular	0.00	2,475.00	205656
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
156	Invoice	11/19/2019	LAND VALUATION PROJECT	0.00	2,475.00	
001-006-59205		PROFESSIONAL SERVICES	LAND VALUATION PROJECT		2,475.00	
004370	AT&T	11/21/2019	Regular	0.00	35.51	205657
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
11/9/19	Invoice	11/09/2019	051 276 0712 001 - 775 635 1108	0.00	35.51	
001-035-53200		COMPUTER SERVICE	051 276 0712 001 - 775 6		35.51	
207264	AT&T MOBILITY	11/21/2019	Regular	0.00	63.50	205658
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
287236956500X1	Invoice	11/10/2019	287236956500 - 775.455.1228	0.00	63.50	
226-000-53980		UTILITIES	287236956500 - 775.455.1		63.50	
209467	AT&T ONE NET	11/21/2019	Regular	0.00	198.02	205659

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>11/1/19</u>	Invoice	11/01/2019	1001-230-3474 / 1001-230-3573 / 1001-2		0.00	198.02
<u>001-001-53930</u>		TELEPHONE/FAX		COMMISSIONERS		5.97
<u>001-002-53930</u>		TELEPHONE/FAX		CLERK		0.72
<u>001-003-53930</u>		TELEPHONE/FAX		TREASURER		0.06
<u>001-005-53930</u>		TELEPHONE/FAX		LC MANAGER		0.68
<u>001-006-53930</u>		TELEPHONE/FAX		ASSESSOR		0.02
<u>001-007-53930</u>		TELEPHONE/FAX		FINANCE		0.23
<u>001-008-53930</u>		TELEPHONE/FAX		COMM. DEVELOPMENT		0.10
<u>001-010-53930</u>		TELEPHONE/FAX		DMV/RECORDER		3.15
<u>001-012-53930</u>		TELEPHONE/FAX		SHERIFF		41.41
<u>001-014-53930</u>		TELEPHONE/FAX		ANIMAL CONTROL		0.72
<u>001-021-53930</u>		TELEPHONE/FAX		DA OFFICE		0.17
<u>001-023-53930</u>		TELEPHONE/FAX		ARGENTA JUSTICE COURT		1.65
<u>001-024-53930</u>		TELEPHONE/FAX		AUSTIN JUSTICE COURT		4.81
<u>001-035-53200</u>		COMPUTER SERVICE		LC ADMIN BLDG		125.17
<u>002-065-53930</u>		TELEPHONE/FAX		AUSTIN PUBLIC WORKS		2.17
<u>002-066-53930</u>		TELEPHONE/FAX		PUBLIC WORKS R&B		0.12
<u>005-000-53930</u>		TELEPHONE/FAX		COOPERATIVE EXTENSION		1.66
<u>009-044-53930</u>		TELEPHONE/FAX		AUSTIN SENIOR CENTER		0.90
<u>009-045-53930</u>		TELEPHONE/FAX		SENIOR CENTER		0.05
<u>009-047-53930</u>		TELEPHONE/FAX		SENIOR CENTER		0.53
<u>012-066-53920</u>		SERVICE AND SUPPLIES		BM AIRPORT		0.15
<u>035-000-53930</u>		TELEPHONE/FAX		KINGSTON TOWN		0.98
<u>046-057-53930</u>		TELEPHONE/FAX		CONV. & TOURISM		2.28
<u>052-057-53930</u>		TELEPHONE/FAX		CIVIC CENTER		1.76
<u>052-062-53930</u>		TELEPHONE/FAX		BM/AUSTIN LIBRARY		1.42
<u>286-000-59360</u>		JV ADMIN ASSESSMENT		JUVENILE		1.14

000218	B M GENERAL HOSPITAL	11/21/2019	Regular	0.00	316.68	205660
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>10/31/19</u>	Invoice	10/31/2019	5 GALLON SHARPS CONTAINER		0.00	199.76
<u>001-012-53920</u>		SERVICE AND SUPPLIES		5 GALLON SHARPS CONTAI		99.88
<u>001-013-53920</u>		SERVICE AND SUPPLIES		5 GALLON SHARPS CONTAI		99.88
<u>24</u>	Invoice	11/04/2019	HAND SANITIZER		0.00	10.96
<u>003-040-59205</u>		PROFESSIONAL SERVICES		HAND SANITIZER		10.96
<u>25</u>	Invoice	11/06/2019	MED CART SHARPS CONTAINERS		0.00	8.46
<u>003-040-59205</u>		PROFESSIONAL SERVICES		MED CART SHARPS CONTA		8.46
<u>57</u>	Invoice	10/31/2019	NITRILE GLOVES		0.00	97.50
<u>001-005-59373</u>		SAFETY EXPENSES		NITRILE GLOVES		97.50

000218	B M GENERAL HOSPITAL	11/21/2019	Regular	0.00	2,252.54	205661
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>2651C18353</u>	Invoice	11/01/2019	ITURRIAGA, DAVID 10/23/19 - YOUNG, DE		0.00	2,252.54
<u>001-013-53720</u>		PRISONERS MEDICAL		ITURRIAGA, DAVID 10/23/		2,252.54

009169	BOARD OF REGENTS	11/21/2019	Regular	0.00	3,069.30	205662
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>120 INV 100804</u>	Invoice	10/28/2019	LC EXTENSION REIMBURSEMENT 4-H WA		0.00	3,069.30
<u>005-000-53866</u>		UNR-PROGRAM ASSISTA		LC EXTENSION REIMBURSE		3,069.30

000308	BURNS FUNERAL HOME	11/21/2019	Regular	0.00	675.00	205663
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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	
9/19/19	Invoice	10/08/2019	PRAWITZ, FOREST	0.00	675.00	
001-012-53170		CORONERS EXPENSE		PRAWITZ, FOREST	675.00	
207592	CHIP COLPITTS	11/21/2019	Regular	0.00	50.00	205664
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1911130009	Invoice	11/13/2019	AUSTIN EMS RUN	0.00	50.00	
001-016-51032		VOLUNTEER STIPEND		AUSTIN EMS RUN	50.00	
207763	COLLECTION SERVICE OF NV	11/21/2019	Regular	0.00	346.10	205665
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
11/12/19 - GLEN	Invoice	11/12/2019	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	11/21/2019	Regular	0.00	182.65	205666
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
11/12/19 - RUSSE	Invoice	11/12/2019	19CV00011 - JERRY RUSSELL	0.00	182.65	
001-000-39033		GARNISHMENTS		19CV00011 - JERRY RUSSE	182.65	
210219	CONTROL SOLUTIONS, INC.	11/21/2019	Regular	0.00	71.00	205667
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
CS74924	Invoice	08/23/2019	REFRIGERATOR/FREEZER CALIBRATION &	0.00	71.00	
003-040-59205		PROFESSIONAL SERVICES		REFRIGERATOR/FREEZER C	71.00	
207860	DIGITAL DOLPHIN SUPPLIES	11/21/2019	Regular	0.00	281.98	205668
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SIN127936	Invoice	11/01/2019	TONER CARTRIDGE	0.00	281.98	
001-012-53920		SERVICE AND SUPPLIES		TONER CARTRIDGE	281.98	
002996	ECOLAB	11/21/2019	Regular	0.00	99.45	205669
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
6252671313	Invoice	11/10/2019	MACHINE RENTAL	0.00	99.45	
052-057-53920		SERVICE AND SUPPLIES		MACHINE RENTAL	99.45	
209567	ERICKSON, THORPE & SWAINSTON,	11/21/2019	Regular	0.00	585.65	205670
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
967399/603638	Invoice	11/06/2019	ALLAN JUDIE V. LANDER COUNTY COMMI	0.00	585.65	
001-005-59205		PROFESSIONAL SERVICES		ALLAN JUDIE V. LANDER C	585.65	
004467	ETCHEVERRYS FOOD TOWN	11/21/2019	Regular	0.00	837.63	205671
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
01-1362555	Invoice	10/02/2019	WATER / SODA / DONUTS / BROWNIES / S	0.00	71.90	
052-057-53920		SERVICE AND SUPPLIES		WATER / SODA / DONUTS	71.90	
01-1366753	Invoice	10/07/2019	MUFFINS	0.00	26.15	
052-057-53920		SERVICE AND SUPPLIES		MUFFINS	26.15	
03-1259086	Invoice	10/02/2019	DONUTS / COOKIES / BROWNIES	0.00	48.14	
052-057-53920		SERVICE AND SUPPLIES		DONUTS / COOKIES / BRO	48.14	
ACCT #229 - OCT	Invoice	11/01/2019	SHERIFF'S KITCHEN - INMATE MEALS	0.00	691.44	
001-013-53700		PRISONERS MEALS		SHERIFF'S KITCHEN	691.44	
002037	FAST GLASS, INC.	11/21/2019	Regular	0.00	300.00	205672

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	
IW044323	Invoice	11/05/2019	WINDSHIELD (UNIT 46)	0.00	300.00	
001-012-53880		REPAIR & MAINTENANC		WINDSHIELD (UNIT 46)	300.00	
210046	FASTSIGNS	11/21/2019	Regular	0.00	175.00	205673
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
75-78185	Invoice	11/13/2019	GENERAL SIGNS	0.00	175.00	
001-001-53920		SERVICE AND SUPPLIES		GENERAL SIGNS	175.00	
001395	FIRE EXTINGUISHER SERVICE CENTE	11/21/2019	Regular	0.00	250.00	205674
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
115905	Invoice	11/12/2019	FIRE SUPPRESSION SERVICE	0.00	250.00	
001-009-53560		MAINTENANCE/CONTRA		FIRE SUPPRESSION SERVIC	250.00	
001561	FLYERS ENERGY LLC	11/21/2019	Regular	0.00	2,270.00	205675
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
CFS2089970/630	Invoice	10/31/2019	BM FIRE DEPT - FUEL	0.00	274.26	
001-017-53360		GAS AND OIL		BM FIRE DEPT - FUEL	274.26	
CFS2090935/120	Invoice	10/31/2019	SHERIFF DEPT FUEL	0.00	1,995.74	
001-012-53360		GAS AND OIL		SHERIFF DEPT FUEL	1,854.53	
001-014-53360		GAS AND OIL		SHERIFF DEPT FUEL	141.21	
004463	GEM ST. PAPER & SUPPLY CO	11/21/2019	Regular	0.00	305.15	205676
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2005429	Invoice	10/24/2019	TOILET PAPER	0.00	102.69	
001-013-53740		PRISONERS SUPPLY		TOILET PAPER	102.69	
2005500	Invoice	10/31/2019	STAIN REMOVER	0.00	79.20	
001-013-53740		PRISONERS SUPPLY		STAIN REMOVER	79.20	
2005787	Invoice	11/07/2019	TRASH BAGS / BOWLS	0.00	87.66	
001-009-59260		JANITORIAL		TRASH BAGS / BOWLS	87.66	
2005874	Invoice	11/14/2019	TOILET PAPER	0.00	35.60	
001-009-59260		JANITORIAL		TOILET PAPER	35.60	
000283	HANEY'S FURNITURE	11/21/2019	Regular	0.00	439.98	205677
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2923	Invoice	11/05/2019	FREEZER / WALL CLOCK	0.00	439.98	
052-057-53991		MINOR EQUIPMENT/FUR		FREEZER / WALL CLOCK	439.98	
001412	HARRY'S BUSINESS MACHINES	11/21/2019	Regular	0.00	44.00	205678
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
155708	Invoice	11/14/2019	SERVICE & REPAIR / PURPLE COTTON	0.00	44.00	
001-023-53920		SERVICE AND SUPPLIES		SERVICE & REPAIR / PURPL	44.00	
209773	HINTONBURDICK, PLLC	11/21/2019	Regular	0.00	38,000.00	205679
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
214130	Invoice	10/31/2019	AUDIT SERVICES	0.00	38,000.00	
001-007-53100		AUDIT AND BUDGET		AUDIT SERVICES	38,000.00	
210250	HOLLAND AUTO PARTS	11/21/2019	Regular	0.00	329.99	205680

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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		
15406-13596	Invoice	11/07/2019	20 TON BOTTLE JACK	0.00	329.99	
002-065-53880		REPAIR & MAINTENANC	20 TON BOTTLE JACK		329.99	
210056	HUMBOLDT COUNTY MANAGER'S O	11/21/2019	Regular	0.00	5,739.70	205681
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
11/14/19	Invoice	11/14/2019	REIMBURSEMENT FOGGING AUSTIN, KIN	0.00	5,739.70	
001-005-59373		SAFETY EXPENSES	REIMBURSEMENT FOGGIN		5,739.70	
001619	INLAND SUPPLY CO INC	11/21/2019	Regular	0.00	286.58	205682
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
2010177-01	Invoice	10/30/2019	MICROFIBER DUST HEAD	0.00	54.00	
052-057-59260		JANITORIAL	MICROFIBER DUST HEAD		54.00	
2010286	Invoice	10/30/2019	AIR FRESHENER/PAPER TOWELS/DISPENS	0.00	155.98	
052-057-59260		JANITORIAL	AIR FRESHENER/PAPER TO		155.98	
2010350	Invoice	10/31/2019	TRASH BAGS	0.00	76.60	
052-057-59260		JANITORIAL	TRASH BAGS		76.60	
210524	ISRAEL IVAN FIMBRES	11/21/2019	Regular	0.00	477.65	205683
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
11/8/19	Invoice	11/08/2019	18SC000086H - DEREK DENNIS-GAST	0.00	477.65	
001-000-39033		GARNISHMENTS	18SC000086H - DEREK DE		477.65	
210217	JAUNITA MCKEEN	11/21/2019	Regular	0.00	200.00	205684
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
1911130009	Invoice	11/13/2019	AUSTIN EMS RUN	0.00	100.00	
001-016-51032		VOLUNTEER STIPEND	AUSTIN EMS RUN		100.00	
1911130030	Invoice	11/13/2019	AUSTIN EMS RUN	0.00	100.00	
001-016-51032		VOLUNTEER STIPEND	AUSTIN EMS RUN		100.00	
210029	JOHNSON CONTROLS SECURITY SOL	11/21/2019	Regular	0.00	755.77	205685
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
33435259	Invoice	11/09/2019	QUARTERLY BILLING - CIVIC CENTER	0.00	393.55	
052-057-53920		SERVICE AND SUPPLIES	QUARTERLY BILLING - CIVI		393.55	
33435260	Invoice	11/09/2019	QUARTERLY BILLING - CIVIC CENTER	0.00	362.22	
052-057-53920		SERVICE AND SUPPLIES	QUARTERLY BILLING - CIVI		362.22	
001615	KINGSTON TOWN WATER UTILITY	11/21/2019	Regular	0.00	213.50	205686
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
OCT 2019	Invoice	11/04/2019	167, 66, 129, 202, 58, 30 - WATER SERVIC	0.00	213.50	
035-000-53980		UTILITIES	167, 66, 129, 202, 58, 30 -		213.50	
207583	LANDER COUNTY TREASURER	11/21/2019	Regular	0.00	412.27	205687
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
WT 000090 2019-	Invoice	10/24/2019	KINGSTON CREEK #39 - WATER TAXES	0.00	412.27	
036-000-53920		SERVICE AND SUPPLIES	KINGSTON CREEK #39 - WA		412.27	
210485	LANDER HARDWARE LLC	11/21/2019	Regular	0.00	36.72	205688

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
645510/145600	Invoice	10/02/2019	TIRE SEALANT	0.00	22.95	
052-057-53920		SERVICE AND SUPPLIES		TIRE SEALANT	22.95	
645959/145600	Invoice	10/18/2019	SPRAY PAINT	0.00	9.18	
052-057-53920		SERVICE AND SUPPLIES		SPRAY PAINT	9.18	
645978/145600	Invoice	10/18/2019	SPRAY PAINT	0.00	4.59	
052-057-53920		SERVICE AND SUPPLIES		SPRAY PAINT	4.59	
210483	LANDER HARDWARE LLC	11/21/2019	Regular	0.00	313.91	205689
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
646034/21300	Invoice	10/21/2019	DOOR STOP HINGE	0.00	5.98	
052-055-53920		SERVICE AND SUPPLIES		DOOR STOP HINGE	5.98	
646138/21300	Invoice	10/24/2019	MARKING PAINT / EXT CORDS	0.00	307.93	
052-055-53920		SERVICE AND SUPPLIES		MARKING PAINT / EXT COR	307.93	
209742	LANDER HARDWARE LLC	11/21/2019	Regular	0.00	306.53	205690
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
645960/145500	Invoice	10/18/2019	OUTLET STRIP / SUPPLIES	0.00	10.49	
052-055-53920		SERVICE AND SUPPLIES		OUTLET STRIP / SUPPLIES	10.49	
646342/145500	Invoice	10/31/2019	SPACE HEATER	0.00	119.98	
001-015-53980		UTILITIES		SPACE HEATER	119.98	
646343/145500	Invoice	10/31/2019	CABLE TIES	0.00	61.12	
002-065-53920		SERVICE AND SUPPLIES		CABLE TIES	61.12	
646685/145500	Invoice	11/13/2019	LIGHTS - CHRISTMAS FLOAT	0.00	114.94	
029-000-53991		MINOR EQUIPMENT/FUR		LIGHTS - CHRISTMAS FLOA	114.94	
209569	LONE WOLF COMMERCIAL APPLIAN	11/21/2019	Regular	0.00	1,354.64	205691
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
5100	Invoice	11/15/2019	FIRE HOUSE / CIVIC CENTER	0.00	1,354.64	
001-009-53560		MAINTENANCE/CONTRA		FIRE HOUSE / CIVIC CENTE	1,354.64	
210454	MARENA R FULLER	11/21/2019	Regular	0.00	160.00	205692
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
103	Invoice	11/19/2019	NOVEMBER 2019 LEPC	0.00	160.00	
001-050-59354		SERC EXPENSE		NOVEMBER 2019 LEPC	160.00	
000604	MILLS PHARMACY	11/21/2019	Regular	0.00	1,102.81	205693
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
OCT 2019	Invoice	11/05/2019	INMATE MEDICAL	0.00	1,102.81	
001-013-53720		PRISONERS MEDICAL		INMATE MEDICAL	1,102.81	
209979	NAPA AUTO PARTS	11/21/2019	Regular	0.00	47.40	205694
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
371372/54195	Invoice	10/22/2019	ANTIFREEZE FOR FIRE TRUCKS	0.00	47.40	
037-000-53880		REPAIR & MAINTENANC		ANTIFREEZE FOR FIRE TRU	47.40	
209979	NAPA AUTO PARTS	11/21/2019	Regular	0.00	46.98	205695
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
371448/52693	Invoice	10/23/2019	CHUKAR PRIZES	0.00	46.98	
046-000-59500		SPECIAL PROJECTS		CHUKAR PRIZES	46.98	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
002706	NEWMAN TRAFFIC SIGNS	11/21/2019	Regular	0.00	257.38	205696
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
TRFINV016584	Invoice	11/05/2019	STREET SIGNS	0.00	257.38	
002-065-53900		ROAD & BRIDGE MATER		STREET SIGNS	257.38	
208840	NMS LABS	11/21/2019	Regular	0.00	361.00	205697
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1097213	Invoice	10/31/2019	POSTMORTEM, EXPERT, BLOOD (FORENSI	0.00	361.00	
001-012-53170		CORONERS EXPENSE		POSTMORTEM, EXPERT, BL	361.00	
002630	NORCO, INC.	11/21/2019	Regular	0.00	254.10	205698
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
27595115/ATEM	Invoice	10/09/2019	CARBON DIOXIDE	0.00	174.10	
052-055-53920		SERVICE AND SUPPLIES		CARBON DIOXIDE	174.10	
27768655/ATEM	Invoice	10/31/2019	CARBOMISER	0.00	80.00	
052-055-53920		SERVICE AND SUPPLIES		CARBOMISER	80.00	
002708	NV DIVISION OF PUBLIC & BEHAVIO	11/21/2019	Regular	0.00	918.33	205699
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
20-05	Invoice	11/04/2019	NURSING SERVICES - NOVEMBER 2019	0.00	918.33	
003-040-53820		PUBLIC HEALTH NURSE		NURSING SERVICES - NOVE	918.33	
002819	O.P.I.	11/21/2019	Regular	0.00	398.82	205700
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
AR259470/557	Invoice	11/11/2019	ASSESSOR	0.00	32.44	
001-006-53920		SERVICE AND SUPPLIES		ASSESSOR	32.44	
AR259767/LC12	Invoice	11/18/2019	COMMUNITY HEALTH	0.00	366.38	
003-040-53920		SERVICE AND SUPPLIES		COMMUNITY HEALTH	366.38	
002906	PERFORMANCE COMPUTING	11/21/2019	Regular	0.00	2,802.49	205701
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1162404	Invoice	11/13/2019	ASSESSOR	0.00	1,067.50	
001-035-53200		COMPUTER SERVICE		ASSESSOR	1,067.50	
1162406	Invoice	11/13/2019	ASSESSOR	0.00	450.00	
001-035-53200		COMPUTER SERVICE		ASSESSOR	450.00	
1163214	Invoice	11/15/2019	REC CENTER	0.00	1,059.99	
052-055-53930		TELEPHONE/FAX		REC CENTER	1,059.99	
1163215	Invoice	11/15/2019	WIRELESS FOR GOLF COURSE	0.00	60.00	
001-005-59205		PROFESSIONAL SERVICES		WIRELESS FOR GOLF COUR	60.00	
1163216	Invoice	11/15/2019	HEALTH & HUMAN SERVICES	0.00	165.00	
003-040-53930		TELEPHONE/FAX		HEALTH & HUMAN SERVIC	165.00	
209822	POINT S BATTLE MTN TIRE & AUTO	11/21/2019	Regular	0.00	2,462.17	205702
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1055109	Invoice	10/03/2019	FLAT REPAIR	0.00	384.50	
002-065-53880		REPAIR & MAINTENANC		FLAT REPAIR	384.50	
1055293	Invoice	11/08/2019	UNIT 50 STANDARD LOF, TIRES, BATTERY,	0.00	1,858.91	
001-012-53880		REPAIR & MAINTENANC		UNIT 50 STANDARD LOF, TI	1,858.91	
1056277	Invoice	11/07/2019	WHEEL	0.00	218.76	
002-065-53880		REPAIR & MAINTENANC		WHEEL	218.76	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
210321	QUILL CORP	11/21/2019	Regular	0.00	389.67	205703
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2285656/549467	Invoice	10/30/2019	PHYSICAL EXAM FORM	0.00	48.99	
003-040-53920		SERVICE AND SUPPLIES		PHYSICAL EXAM FORM	48.99	
2344024/549467	Invoice	10/31/2019	PROGRESS NOTES / PAPER	0.00	73.98	
003-040-53920		SERVICE AND SUPPLIES		PROGRESS NOTES / PAPER	73.98	
2407283/549467	Invoice	11/04/2019	WALL CALENDAR / MARKERS	0.00	30.78	
003-040-53920		SERVICE AND SUPPLIES		WALL CALENDAR / MARKE	30.78	
2407835/549467	Invoice	11/05/2019	LABELS	0.00	56.99	
003-040-53920		SERVICE AND SUPPLIES		LABELS	56.99	
2512331/549467	Invoice	11/07/2019	WALL CALENDAR / HANGING FOLDERS	0.00	40.37	
003-040-53920		SERVICE AND SUPPLIES		WALL CALENDAR / HANGI	40.37	
2512568/549467	Invoice	11/07/2019	FINGERTIP MOISTENER	0.00	3.99	
003-040-53920		SERVICE AND SUPPLIES		FINGERTIP MOISTENER	3.99	
2547340/549467	Invoice	11/11/2019	COFFEE MAKER	0.00	32.99	
003-040-53920		SERVICE AND SUPPLIES		COFFEE MAKER	32.99	
2547341/549467	Invoice	11/11/2019	SHARPS CONTAINER	0.00	83.99	
003-040-53920		SERVICE AND SUPPLIES		SHARPS CONTAINER	83.99	
2555459/549467	Invoice	11/11/2019	2020 CALENDAR	0.00	17.59	
003-040-53920		SERVICE AND SUPPLIES		2020 CALENDAR	17.59	
210303	QUILL CORP.	11/21/2019	Regular	0.00	105.00	205704
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2543226/868935	Invoice	11/08/2019	HALF&HALF/BINDER CLIPS/PAPER/PAPER	0.00	105.00	
001-001-53920		SERVICE AND SUPPLIES		HALF&HALF/BINDER CLIPS	105.00	
210523	REED ELECTRIC & FIELD SERVICE	11/21/2019	Regular	0.00	988.99	205705
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SSIR3284	Invoice	08/26/2019	HYDRAULIC PUMP MOTOR	0.00	988.99	
002-065-53880		REPAIR & MAINTENANC		HYDRAULIC PUMP MOTOR	988.99	
210043	RHP MECHANICAL SYSTEMS	11/21/2019	Regular	0.00	2,057.50	205706
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
550320	Invoice	10/31/2019	REC CENTER OUTDOOR BATHROOMS	0.00	262.50	
052-055-53880		REPAIR & MAINTENANC		REC CENTER OUTDOOR BA	262.50	
M442745-1	Invoice	10/31/2019	REC CENTER PLANNED SERVICE	0.00	1,795.00	
052-055-53880		REPAIR & MAINTENANC		REC CENTER PLANNED SER	1,795.00	
210527	RICHARD POTASHIN	11/21/2019	Regular	0.00	75.00	205707
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
190611	Invoice	11/19/2019	CALLIGRAPHY CHUKAR PICTURE 2019	0.00	75.00	
046-000-59063		CHUKAR TOURNAMENT		CALLIGRAPHY CHUKAR PIC	75.00	
207450	RUBY MOUNTAIN WATER CO	11/21/2019	Regular	0.00	97.00	205708
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
69725R	Invoice	10/25/2019	DISPENSER RENT - CIVIC CENTER / LIBRAR	0.00	26.00	
052-057-53920		SERVICE AND SUPPLIES		DISPENSER RENT - CIVIC C	13.00	
052-062-53920		SERVICE AND SUPPLIES		DISPENSER RENT - CIVIC C	13.00	
812558	Invoice	10/04/2019	AIRPORT - WATER	0.00	7.50	
012-066-53920		SERVICE AND SUPPLIES		AIRPORT - WATER	7.50	
815825	Invoice	11/01/2019	AIRPORT	0.00	7.50	

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012-066-53920		SERVICE AND SUPPLIES	AIRPORT		7.50	
817490	Invoice	11/15/2019	CONV & TOURISM - WATER	0.00	11.00	
046-057-53920		SERVICE AND SUPPLIES	CONV & TOURISM - WATE		11.00	
817583	Invoice	11/15/2019	AIRPORT - WATER	0.00	7.50	
012-066-53920		SERVICE AND SUPPLIES	AIRPORT - WATER		7.50	
817584	Invoice	11/15/2019	JUSTICE COURT - WATER	0.00	7.50	
001-023-53920		SERVICE AND SUPPLIES	JUSTICE COURT - WATER		7.50	
817585	Invoice	11/15/2019	TREASURER	0.00	7.50	
001-003-53920		SERVICE AND SUPPLIES	TREASURER		7.50	
817586	Invoice	11/15/2019	CLERK - WATER	0.00	7.50	
001-002-53920		SERVICE AND SUPPLIES	CLERK - WATER		7.50	
817589	Invoice	11/15/2019	RECORDER - WATER	0.00	15.00	
001-010-53920		SERVICE AND SUPPLIES	RECORDER - WATER		15.00	
208790	RURAL REGIONAL CENTER	11/21/2019	Regular	0.00	77.64	205709
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
LA022020	Invoice	11/01/2019	10/1/19 - 12/31/19	QUARTERLY CHARGE	0.00	77.64
003-040-53558		STATE PASS THRU MAN	10/1/19 - 12/31/19	QUAR	77.64	
208649	SCOTT TORGERSON	11/21/2019	Regular	0.00	481.09	205710
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 - 11/2/1	Invoice	11/18/2019	REIMBURSEMENT TRAVEL	WILDLIFE MEE	0.00	481.09
091-000-53960		TRAVEL	REIMBURSEMENT TRAVEL		481.09	
210236	SHAWN D SCHACHT	11/21/2019	Regular	0.00	50.00	205711
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1911130030	Invoice	11/13/2019	AUSTIN EMS RUN		0.00	50.00
001-016-51032		VOLUNTEER STIPEND	AUSTIN EMS RUN		50.00	
000700	ST OF NEVADA DMV & PUBLIC SAFE	11/21/2019	Regular	0.00	14.00	205712
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
PLATES - 11/1/19	Invoice	11/14/2019	2019 RAM TRUCK (2) 0825 & 0824		0.00	14.00
002-065-53880		REPAIR & MAINTENANC	2019 RAM TRUCK (2) 0825		14.00	
210354	STEPHEN C. MOLLATH	11/21/2019	Regular	0.00	1,575.00	205713
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
8035 / 113.00	Invoice	11/01/2019	BM LEVEE PROJECT		0.00	1,485.00
001-005-59205		PROFESSIONAL SERVICES	BM LEVEE PROJECT		1,485.00	
8036 / 113.02	Invoice	11/01/2019	BM AIRPORT LAYOUT PLAN		0.00	45.00
001-005-59205		PROFESSIONAL SERVICES	BM AIRPORT LAYOUT PLA		45.00	
8037 / 113.01	Invoice	11/01/2019	TOWN OF AUSTIN STREET RECONFIGURAT		0.00	45.00
001-005-59205		PROFESSIONAL SERVICES	TOWN OF AUSTIN STREET		45.00	
003625	SUBURBAN PROPANE-1485	11/21/2019	Regular	0.00	339.80	205714
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
66727/1485-029	Invoice	10/31/2019	AUSTIN SENIOR CENTER		0.00	339.80
009-044-53980		UTILITIES	AUSTIN SENIOR CENTER		339.80	
001188	SUPER 8 MOTEL	11/21/2019	Regular	0.00	281.40	205715

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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	
031-018326	Invoice	09/25/2019	SNOVER, ASHLEIGH	0.00	84.30	
001-005-59205		PROFESSIONAL SERVICES		SNOVER, ASHLEIGH	84.30	
435-843014	Invoice	10/21/2019	KEMP, GRACE - 10/21/19 -10/24/19	0.00	197.10	
001-005-59205		PROFESSIONAL SERVICES		KEMP, GRACE - 10/21/19 -	197.10	
004994	SYSKO LAS VEGAS, INC.	11/21/2019	Regular	0.00	426.79	205716
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
217136487	Invoice	11/14/2019	RAW FOOD	0.00	426.79	
009-044-59251		RAW FOOD		RAW FOOD	426.79	
210378	THE CENTER FOR CHANGE, LLC	11/21/2019	Regular	0.00	1,354.90	205717
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
459	Invoice	11/05/2019	THERAPY SESSION DAVID ITURRIAGA	0.00	269.30	
001-013-53720		PRISONERS MEDICAL		THERAPY SESSION DAVID I	269.30	
460	Invoice	11/05/2019	THERAPY SESSION AARON CRUTCHER	0.00	134.65	
001-013-53720		PRISONERS MEDICAL		THERAPY SESSION AARON	134.65	
461	Invoice	11/05/2019	PSYCHIATRIST SESSION AARON CRUTCHER	0.00	273.50	
001-013-53720		PRISONERS MEDICAL		PSYCHIATRIST SESSION AA	273.50	
464	Invoice	11/06/2019	THERAPY SESSION SHADE HILL	0.00	269.30	
001-013-53720		PRISONERS MEDICAL		THERAPY SESSION SHADE	269.30	
465	Invoice	11/06/2019	THERAPY SESSION AARON CRUTCHER	0.00	134.65	
001-013-53720		PRISONERS MEDICAL		THERAPY SESSION AARON	134.65	
474	Invoice	11/14/2019	PSCHIATRIST SESSION SHADE HILL	0.00	273.50	
001-013-53720		PRISONERS MEDICAL		PSCHIATRIST SESSION SHA	273.50	
000403	UNDERGROUND SERVICE ALERT	11/21/2019	Regular	0.00	150.00	205718
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1505152019	Invoice	07/19/2019	KINGSTON TOWN WATER MEMBERSHIP	0.00	150.00	
036-000-53920		SERVICE AND SUPPLIES		KINGSTON TOWN WATER	150.00	
209138	WELLS FARGO PAYMENT CENTER	11/21/2019	Regular	0.00	11,450.20	205719
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
11/3/19	Invoice	11/03/2019	OCTOBER 2019 - 8433 STATEMENT	0.00	11,450.20	
001-035-53111		COUNTY CREDIT CARDS		PAULA TOMERA	2,809.98	
001-035-53111		COUNTY CREDIT CARDS		BRANDY BENGGA	566.91	
001-035-53111		COUNTY CREDIT CARDS		SHANNON BERUMEN	365.52	
001-035-53111		COUNTY CREDIT CARDS		JUSDIVIA JOHNSON	274.76	
001-035-53111		COUNTY CREDIT CARDS		DENISE FORTUNE	282.95	
001-035-53111		COUNTY CREDIT CARDS		KIM SCHACHT	74.00	
001-035-53111		COUNTY CREDIT CARDS		KEITH WESTENGARD	533.20	
001-035-53111		COUNTY CREDIT CARDS		THEODORE HERRERA	115.74	
001-035-53111		COUNTY CREDIT CARDS		SADIE SULLIVAN	140.18	
001-035-53111		COUNTY CREDIT CARDS		ANNA PENOLA	215.50	
001-035-53111		COUNTY CREDIT CARDS		SEAN BAKKER	1,837.24	
001-035-53111		COUNTY CREDIT CARDS		ELIZABETH BARELA	172.37	
001-035-53111		COUNTY CREDIT CARDS		JUDIE ALLAN	374.10	
001-035-53111		COUNTY CREDIT CARDS		KYLA BRIGHT	202.28	
001-035-53111		COUNTY CREDIT CARDS		BARTOLO RAMOS	1,488.03	
001-035-53111		COUNTY CREDIT CARDS		PATSY WAITS	76.59	
001-035-53111		COUNTY CREDIT CARDS		KARINA CORTES	199.00	
001-035-53111		COUNTY CREDIT CARDS		ROBERT BROOKS	1,721.85	
210526	WESTERN NEVADA VETERINARY SEF	11/21/2019	Regular	0.00	75.00	205720

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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	
39536	Invoice	09/30/2019	SPAY/NEUTER VOUCHER	VC758716	0.00	75.00
001-014-53905		SPAY PROGRAM		SPAY/NEUTER VOUCHER V		75.00
002722	ZIMMERMAN VETERINARY SERVICE	11/21/2019	Regular	0.00	100.00	205721
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
4422	Invoice	11/12/2019	SPAY/NEUTER VOUCHER	VC785106 / VC7	0.00	100.00
001-014-53903		FERAL CAT PROGRAM		SPAY/NEUTER VOUCHER V		100.00

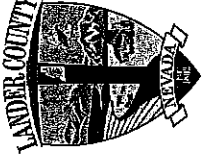
Bank Code AP POOL OPERATING Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	125	70	0.00	99,985.30
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	0	0	0.00	0.00
	125	70	0.00	99,985.30

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	11/2019	99,985.30
			<u>99,985.30</u>

Cindy Benson
Lander County Fiscal Officer



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

DATE

Cindy Benson

Fiscal Officer

11-26-19

LANDER COUNTY COMMISSION MEETING

December 5, 2019

RATIFY

SUBMITTED EXPENDITURES IN THE AMOUNT OF \$456,793.88

From Check #205734 thru #205795

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

Check Register

Lander County, NV

Packet: APPKT00267 - 11/26/19 - 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						
210531	PROFESSIONAL DEVELOPMENT ACA	11/26/2019	EFT	0.00	495.00	1023
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
2739	Invoice	11/21/2019	TUITION/HIGH PERFORMANCE/NACO SC	0.00	495.00	
001-005-53940		TRAVEL AND TRAINING	TUITION/HIGH PERFORMA		495.00	
209932	A.M. ENGINEERING	11/26/2019	Regular	0.00	35,490.00	205734
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
252.000_05	Invoice	11/21/2019	BM SPORTS COMPLEX MASTER PLAN FA-	0.00	35,490.00	
055-000-54010		NEW FIXED ASSETS	BM SPORTS COMPLEX MA		35,490.00	
000098	ADVANCED DATA SYSTEMS INC	11/26/2019	Regular	0.00	300.00	205735
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
1909018	Invoice	09/30/2019	DISTRICT COURT SOFTWARE	0.00	300.00	
001-020-53560		MAINTENANCE/CONTRA	DISTRICT COURT SOFTWA		300.00	
208866	AMPED-OUT-ELECTRICAL, LLC	11/26/2019	Regular	0.00	1,552.84	205736
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
3403	Invoice	10/24/2019	DISPATCH AREA	0.00	526.84	
001-013-53560		MAINTENANCE/CONTRA	DISPATCH AREA		526.84	
3406	Invoice	10/24/2019	ELQUIST PARK	0.00	431.00	
052-053-53880		REPAIR & MAINTENANC	ELQUIST PARK		431.00	
3411	Invoice	11/06/2019	LIONS PARK	0.00	595.00	
052-053-53880		REPAIR & MAINTENANC	LIONS PARK		595.00	
209943	AT&T	11/26/2019	Regular	0.00	626.80	205737
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
4997641505	Invoice	11/10/2019	831-000-5337 - KINGSTON SHERIFF	0.00	626.80	
001-012-53840		RADIO COMMUNICATIO	831-000-5337 - KINGSTON		626.80	
209125	B-TOWN CAR WASH	11/26/2019	Regular	0.00	8.75	205738
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
2093	Invoice	11/20/2019	CAR WASH	0.00	8.75	
009-047-53350		VEHICLE EXPENSE	CAR WASH		5.25	
009-048-53350		VEHICLE EXPENSE	CAR WASH		3.50	
002315	CASHMAN EQUIPMENT	11/26/2019	Regular	0.00	164.33	205739
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
INPS3044390	Invoice	11/13/2019	HOSE	0.00	164.33	
011-058-53880		REPAIR & MAINTENANC	HOSE		164.33	
210406	COORD PSYCHOLOGICAL ASSOCIATE	11/26/2019	Regular	0.00	7,125.00	205740
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
1110	Invoice	10/21/2019	RECORD REVIEW/CLINICAL INTERVIEW/TE	0.00	2,375.00	
001-020-53570		MENTAL HEALTH CONTR	RECORD REVIEW/CLINICAL		2,375.00	
1111	Invoice	10/29/2019	REVIEW/TRAVEL/INTERVIEW/WRITING	0.00	2,500.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
001-020-53570		MENTAL HEALTH CONTR	REVIEW/TRAVEL/INTERVIE	2,500.00		
1116	Invoice	11/12/2019	WRITING/INTERVIEW/TESTING/TRAVEL	0.00	2,250.00	
001-020-53570		MENTAL HEALTH CONTR	WRITING/INTERVIEW/TES	2,250.00		
207504	DAKOTA DIESEL REPAIR	11/26/2019	Regular	0.00	439.81	205741
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
20191661	Invoice	11/18/2019	REPLACED FUEL PUMP	0.00	439.81	
002-066-53880		REPAIR & MAINTENANC	REPLACED FUEL PUMP		439.81	
000299	DAY ENGINEERING	11/26/2019	Regular	0.00	1,500.00	205742
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2484	Invoice	11/05/2019	RV DUMP STATION FA-51	0.00	1,500.00	
236-000-54010		NEW FIXED ASSETS	RV DUMP STATION FA-51		1,500.00	
004604	DESERT DISPOSAL	11/26/2019	Regular	0.00	5,100.00	205743
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9AX00006/9231	Invoice	10/31/2019	AUSTIN/KINGSTON TRASH REMOVAL	0.00	5,100.00	
011-059-53921		AUSTIN/KINGSTON OPER	AUSTIN/KINGSTON TRASH		5,100.00	
209949	DESERT TRAILS VETERINARY SERVIC	11/26/2019	Regular	0.00	75.00	205744
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
16198	Invoice	10/31/2019	SPAY/NEUTER VOUCHER VC783488 (NOV	0.00	75.00	
001-014-53905		SPAY PROGRAM	SPAY/NEUTER VOUCHER V		75.00	
003769	DESMOND SKEATH	11/26/2019	Regular	0.00	2,742.50	205745
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
NOV 16-30, 2019	Invoice	12/01/2019	CONTRACT PAYMENT	0.00	2,742.50	
001-009-53560		MAINTENANCE/CONTRA	COUNTY BUILDING CLEANI		784.50	
001-009-53560		MAINTENANCE/CONTRA	BUILDING MAINTENANCE		200.00	
052-053-59205		PROFESSIONAL SERVICES	LAWN CARE		1,191.50	
052-053-59205		PROFESSIONAL SERVICES	SNOW REMOVAL		300.00	
052-053-59205		PROFESSIONAL SERVICES	VISITOR CENTER CLEANIN		266.50	
005333	DESMOND SKEATH	11/26/2019	Regular	0.00	350.00	205746
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
DEC 2019	Invoice	12/01/2019	CONTRACT PAYMENT LIBRARY	0.00	350.00	
052-062-53682		AUSTIN LIBRARY RENT	CONTRACT PAYMENT LIBR		350.00	
210528	DIRECT 4 BIZ, LLC	11/26/2019	Regular	0.00	150.00	205747
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
14742	Invoice	11/20/2019	DIRECTV COMMERCIAL SITE SURVEY	0.00	150.00	
001-013-53740		PRISONERS SUPPLY	DIRECTV COMMERCIAL SIT		150.00	
000147	DISPLAY SALES	11/26/2019	Regular	0.00	464.50	205748
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV-021526	Invoice	11/13/2019	LED BULBS	0.00	464.50	
020-000-53920		SERVICE AND SUPPLIES	LED BULBS		464.50	
207997	DONNA SOSSA	11/26/2019	Regular	0.00	37.71	205749

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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	
11/14/19	Invoice	11/21/2019	REIMBURSEMENT FUEL LOVELOCK	0.00	37.71	
001-024-53940		TRAVEL AND TRAINING		REIMBURSEMENT FUEL LO	37.71	
209046	EAGLE COMMUNICATIONS, LLC	11/26/2019	Regular	0.00	784.95	205750
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
3899	Invoice	11/19/2019	MOTOROLA RADIO AUSTIN FIRE TRUCK F	0.00	784.95	
056-000-54010		NEW FIXED ASSETS		MOTOROLA RADIO AUSTI	784.95	
002996	ECOLAB	11/26/2019	Regular	0.00	111.77	205751
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
6252674879	Invoice	11/11/2019	DISH MACHINE RENTAL	0.00	111.77	
001-013-53700		PRISONERS MEALS		DISH MACHINE RENTAL	111.77	
209067	ENFORCEMENT VIDEO LLC	11/26/2019	Regular	0.00	9,635.00	205752
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
WARINV003739	Invoice	11/07/2019	EXTENDED WARRANTY & SOFTWARE SER	0.00	9,635.00	
001-012-53560		MAINTENANCE/CONTRA		EXTENDED WARRANTY & S	9,635.00	
209706	FALLON AIRMOTIVE, INC	11/26/2019	Regular	0.00	6,083.33	205753
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
DEC 2019	Invoice	12/01/2019	CONTRACT PAYMENT	0.00	6,083.33	
012-066-53870		FBO MAINTENANCE FEE		CONTRACT PAYMENT	6,083.33	
001561	FLYERS ENERGY LLC	11/26/2019	Regular	0.00	4,767.07	205754
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
CFS2111131/120	Invoice	11/15/2019	LANDER COUNTY FUEL	0.00	4,632.44	
001-001-53360		GAS AND OIL		COMMISSIONER	91.97	
001-006-53940		TRAVEL AND TRAINING		ASSESSOR	65.94	
001-008-53360		GAS AND OIL		BUILDING DEPT	221.85	
001-023-53360		GAS AND OIL		ARGENTA JUSTICE COURT	58.91	
002-066-53360		GAS AND OIL		ROAD & BRIDGE	2,773.01	
009-048-53360		GAS AND OIL		SENIOR CENTER	54.10	
011-058-53360		GAS AND OIL		LANDFILL	1,366.66	
CFS2114306/631	Invoice	11/15/2019	WATER & SEWER FUEL	0.00	134.63	
226-000-53360		GAS AND OIL		WATER & SEWER FUEL	67.31	
236-000-53360		GAS AND OIL		WATER & SEWER FUEL	67.32	
210250	HOLLAND AUTO PARTS	11/26/2019	Regular	0.00	500.72	205755
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
15406-13623	Invoice	11/07/2019	BATTERY CHARGER	0.00	66.59	
002-066-53920		SERVICE AND SUPPLIES		BATTERY CHARGER	66.59	
15406-13773	Invoice	11/12/2019	HEADLIGHT	0.00	44.17	
002-066-53880		REPAIR & MAINTENANC		HEADLIGHT	44.17	
15406-13797	Invoice	11/12/2019	RAGS	0.00	25.85	
002-066-53920		SERVICE AND SUPPLIES		RAGS	25.85	
15406-13814	Invoice	11/13/2019	BATTERY / CORE RETURN	0.00	128.13	
002-066-53880		REPAIR & MAINTENANC		BATTERY / CORE RETURN	128.13	
15406-13970	Invoice	11/18/2019	OIL DRAIN PAN	0.00	235.98	
002-066-53880		REPAIR & MAINTENANC		OIL DRAIN PAN	235.98	
210524	ISRAEL IVAN FIMBRES	11/26/2019	Regular	0.00	623.02	205756

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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	
11/21/19	Invoice	11/21/2019	18SC000086H - DEREK DENNIS-GAST	0.00	623.02	
001-000-39033		GARNISHMENTS		18SC000086H - DEREK DE	623.02	
209850	IT'S MY COMMUNITY STORE	11/26/2019	Regular	0.00	726.66	205757
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
28812	Invoice	09/16/2019	PAPER/PENCILS/WRITING PADS/SHARPEN	0.00	333.21	
001-020-53920		SERVICE AND SUPPLIES		PAPER/PENCILS/WRITING	333.21	
29232	Invoice	10/09/2019	USB FLASH DRIVES/ADDRESS LABELS/TAB	0.00	393.45	
001-020-53920		SERVICE AND SUPPLIES		USB FLASH DRIVES/ADDRE	393.45	
207472	JOHN PETERS, M.D.	11/26/2019	Regular	0.00	5,834.00	205758
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
DEC 2019	Invoice	12/01/2019	CONTRACT PAYMENT	0.00	5,834.00	
001-005-59205		PROFESSIONAL SERVICES		CONTRACT PAYMENT	5,834.00	
209827	JUDIE A. ALLAN	11/26/2019	Regular	0.00	336.00	205759
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
11/14/19 - 11/15	Invoice	11/21/2019	TRAVEL REIMBURSEMENT NACO - CARSO	0.00	336.00	
001-001-53940		TRAVEL AND TRAINING		TRAVEL REIMBURSEMENT	336.00	
001096	KEYSTONE VETERINARY HOSPITAL	11/26/2019	Regular	0.00	150.00	205760
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
132622	Invoice	11/13/2019	SPAY/NEUTER VOUCHERS VC790600 / VC7	0.00	150.00	
001-014-53905		SPAY PROGRAM		SPAY/NEUTER VOUCHERS	150.00	
000807	KYLE B. SWANSON ESQ.	11/26/2019	Regular	0.00	810.00	205761
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
5358	Invoice	10/03/2019	CASE # CV10278 (ANDERSEN) AUGUST 20	0.00	40.00	
001-020-53220		COURT APPOINTED COU		CASE # CV10278 (ANDERS	40.00	
5370	Invoice	09/11/2019	CASE # CV 10-615 (OVERHOLSER) AUGUS	0.00	110.00	
001-020-53220		COURT APPOINTED COU		CASE # CV 10-615 (OVERH	110.00	
5633	Invoice	10/03/2019	CASE # CV 10278 (ANDERSEN) SEPTEMBE	0.00	640.00	
001-020-53220		COURT APPOINTED COU		CASE # CV 10278 (ANDERS	640.00	
5644	Invoice	10/03/2019	CASE # CV 15-10593 (OVERHOLSER) SEPT	0.00	20.00	
001-020-53220		COURT APPOINTED COU		CASE # CV 15-10593 (OVE	20.00	
209742	LANDER HARDWARE LLC	11/26/2019	Regular	0.00	546.41	205762
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
646460/145500	Invoice	11/05/2019	HOSES	0.00	14.71	
052-052-53920		SERVICE AND SUPPLIES		HOSES	14.71	
646469/145500	Invoice	11/05/2019	SPRAY PAINT / STRIPPING PAINT	0.00	11.98	
226-000-53920		SERVICE AND SUPPLIES		SPRAY PAINT / STRIPPING P	11.98	
646474/145500	Invoice	11/05/2019	NIPPLE	0.00	1.59	
052-052-53920		SERVICE AND SUPPLIES		NIPPLE	1.59	
646519/145500	Invoice	11/07/2019	SHOVEL	0.00	27.99	
226-000-53920		SERVICE AND SUPPLIES		SHOVEL	27.99	
646688/145500	Invoice	11/13/2019	NAILS/WASHERS/HOOK/SCREWS	0.00	69.21	
052-052-53880		REPAIR & MAINTENANC		NAILS/WASHERS/HOOK/S	69.21	
646701/145500	Invoice	11/13/2019	WASHERS	0.00	10.99	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
052-052-53880		REPAIR & MAINTENANC	WASHERS		10.99	
646714/145500	Invoice	11/14/2019	HOSE/CARWASH BRUSH/STAPLE GUN/STA	0.00	257.83	
002-066-53880		REPAIR & MAINTENANC	HOSE/CARWASH BRUSH/S		257.83	
646718/145500	Invoice	11/14/2019	PICKS	0.00	55.98	
002-065-53880		REPAIR & MAINTENANC	PICKS		55.98	
646752/145500	Invoice	11/15/2019	SCREWS/SHIMS/STUDS	0.00	86.47	
002-066-53880		REPAIR & MAINTENANC	SCREWS/SHIMS/STUDS		86.47	
646958/145500	Invoice	11/22/2019	BUILDING SUPPLIES	0.00	9.66	
001-009-59260		JANITORIAL	BUILDING SUPPLIES		9.66	
208943	LCHD	11/26/2019	Regular	0.00	10,000.00	205763
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
DEC 2019	Invoice	12/01/2019	BATTLE MOUNTAIN/AUSTIN	EMS CONTRA	0.00	10,000.00
001-016-53560		MAINTENANCE/CONTRA		BATTLE MOUNTAIN/AUSTI		4,000.00
001-018-53560		MAINTENANCE/CONTRA		BATTLE MOUNTAIN/AUSTI		6,000.00
001112	LOUIS LANI	11/26/2019	Regular	0.00	127.40	205764
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	11/21/2019	TRAVEL REIMBURSEMENT - PLANNING BA	0.00	127.40	
001-001-53965		ADVANCED BOARD TRA		TRAVEL REIMBURSEMENT		127.40
209701	LP INSURANCE SERVICES, LLC	11/26/2019	Regular	0.00	2,800.00	205765
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
428873	Invoice	11/18/2019	JANUARY 2020	0.00	2,800.00	
001-005-59205		PROFESSIONAL SERVICES		JANUARY 2020		2,800.00
002500	MIDWAY MARKET	11/26/2019	Regular	0.00	1,328.00	205766
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
ACCT #1134 - OC	Invoice	11/01/2019	LC SHERIFF KITCHEN	0.00	1,328.00	
001-013-53700		PRISONERS MEALS		LC SHERIFF KITCHEN		1,328.00
209161	MILLER LAW, INC	11/26/2019	Regular	0.00	25.00	205767
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
3971	Invoice	09/01/2019	ATTORNEY FEES	0.00	10.00	
001-020-53220		COURT APPOINTED COU		ATTORNEY FEES		10.00
4037	Invoice	09/01/2019	ATTORNEY FEES	0.00	15.00	
001-020-53220		COURT APPOINTED COU		ATTORNEY FEES		15.00
207431	MOTOROLA SOLUTIONS, INC.	11/26/2019	Regular	0.00	4,128.01	205768
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
16077453	Invoice	10/29/2019	MOBILE RADIO FA-7	0.00	4,128.01	
057-000-54032		FIRST RESPONDER		MOBILE RADIO FA-7		4,128.01
209979	NAPA AUTO PARTS	11/26/2019	Regular	0.00	311.99	205769
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
372217/52703	Invoice	11/05/2019	FITTINGS	0.00	14.32	
052-052-53880		REPAIR & MAINTENANC		FITTINGS		14.32
372799/52703	Invoice	11/12/2019	FILTER	0.00	7.79	
002-066-53880		REPAIR & MAINTENANC		FILTER		7.79
372823/52703	Invoice	11/13/2019	FILTER	0.00	6.58	
002-066-53880		REPAIR & MAINTENANC		FILTER		6.58

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
372912/52703	Invoice	11/14/2019	FILTERS	0.00	60.75	
002-065-53880		REPAIR & MAINTENANC	FILTERS		60.75	
372913/52703	Invoice	11/14/2019	TRAILER BALL/MOUNT/FILTERS/LUBE/BR	0.00	213.03	
002-065-53880		REPAIR & MAINTENANC	TRAILER BALL/MOUNT/FIL		213.03	
372963/52703	Invoice	11/15/2019	MIRROR SET	0.00	9.52	
226-000-53880		REPAIR & MAINTENANC	MIRROR SET		9.52	
001767	NEVADA STATE GRAZING BOARDS	11/26/2019	Regular	0.00	9,766.38	205770
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
FY18	Invoice	11/20/2019	GRAZING FEE COLLECTIONS	0.00	9,766.38	
093-000-59950		MISCELLANEOUS		GRAZING FEE COLLECTION	9,766.38	
002630	NORCO, INC.	11/26/2019	Regular	0.00	21.08	205771
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
27768756/U0891	Invoice	10/31/2019	CYLINDER RENTAL	0.00	21.08	
002-066-53880		REPAIR & MAINTENANC		CYLINDER RENTAL	21.08	
002819	O.P.I.	11/26/2019	Regular	0.00	449.82	205772
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
AR257749/EJ02	Invoice	09/26/2019	ELEVENTH JUDICIAL DISTRICT COURT	0.00	130.81	
001-020-53920		SERVICE AND SUPPLIES		ELEVENTH JUDICIAL DISTRI	130.81	
AR258404/LC11	Invoice	10/14/2019	DISTRICT COURT	0.00	1.29	
001-020-53920		SERVICE AND SUPPLIES		DISTRICT COURT	1.29	
AR258835/EJ02	Invoice	10/23/2019	ELEVENTH JUDICIAL DISTRICT COURT	0.00	92.26	
001-020-53920		SERVICE AND SUPPLIES		ELEVENTH JUDICIAL DISTRI	92.26	
AR259336/LC14	Invoice	11/06/2019	HUMAN RESOURCES	0.00	17.46	
001-005-53930		TELEPHONE/FAX		HUMAN RESOURCES	17.46	
AR259537/561	Invoice	11/12/2019	AUSTIN COURT HOUSE	0.00	15.06	
020-000-53920		SERVICE AND SUPPLIES		AUSTIN COURT HOUSE	15.06	
AR259538/570	Invoice	11/12/2019	SHERIFF DEPT	0.00	38.45	
001-013-53560		MAINTENANCE/CONTRA		SHERIFF DEPT	38.45	
AR259676/72	Invoice	11/15/2019	ROAD DEPT-AUSTIN	0.00	43.35	
002-065-53920		SERVICE AND SUPPLIES		ROAD DEPT-AUSTIN	43.35	
AR259741/557	Invoice	11/18/2019	ASSESSOR	0.00	111.14	
001-006-53920		SERVICE AND SUPPLIES		ASSESSOR	111.14	
003694	OWL CLUB, INC.	11/26/2019	Regular	0.00	8,121.10	205773
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1102-2019	Invoice	11/21/2019	2019 CHUKAR TOURNAMENT FOOD SUPP	0.00	7,973.00	
046-000-59063		CHUKAR TOURNAMENT		2019 CHUKAR TOURNAME	7,973.00	
1103-2019	Invoice	11/21/2019	SUPPLIES FOR CHUKAR TOURNAMENT	0.00	148.10	
046-000-59063		CHUKAR TOURNAMENT		SUPPLIES FOR CHUKAR TO	148.10	
207405	PAC MACHINE COMPANY, INC	11/26/2019	Regular	0.00	11,781.00	205774
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
78226	Invoice	11/12/2019	REPLACEMENT PUMP	0.00	11,781.00	
236-000-53880		REPAIR & MAINTENANC		REPLACEMENT PUMP	11,781.00	
207202	PATSY WAITS	11/26/2019	Regular	0.00	267.16	205775

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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	
11/15/19	Invoice	11/25/2019	REIMBURSEMENT TRAVEL - NACO CARSO	0.00	267.16	
001-001-53940		TRAVEL AND TRAINING		REIMBURSEMENT TRAVEL	267.16	
208990	PAULA TOMERA	11/26/2019	Regular	0.00	5,000.00	205776
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2019	Invoice	11/19/2019	BONUS	0.00	5,000.00	
046-057-51021		BONUS		BONUS	5,000.00	
209822	POINT S BATTLE MTN TIRE & AUTO	11/26/2019	Regular	0.00	6,742.32	205777
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1056364	Invoice	11/12/2019	UNIT 57 SERVICE CALL	0.00	210.00	
002-066-53880		REPAIR & MAINTENANC		UNIT 57 SERVICE CALL	210.00	
1056452	Invoice	11/20/2019	TIRES	0.00	1,182.32	
002-066-53880		REPAIR & MAINTENANC		TIRES	1,182.32	
1056529	Invoice	11/14/2019	TIRES	0.00	4,502.00	
002-066-53880		REPAIR & MAINTENANC		TIRES	4,502.00	
1056547	Invoice	11/18/2019	UNIT 57 SERVICE CALL MOUNT TIRES	0.00	698.80	
002-066-53880		REPAIR & MAINTENANC		UNIT 57 SERVICE CALL MO	698.80	
1056698	Invoice	11/20/2019	WATER TRUCK FLAT REPAIR	0.00	76.00	
002-066-53880		REPAIR & MAINTENANC		WATER TRUCK FLAT REPAI	76.00	
1056717	Invoice	11/19/2019	UNIT 47	0.00	73.20	
001-012-53880		REPAIR & MAINTENANC		UNIT 47	73.20	
210014	POWERPLAY MARKETING	11/26/2019	Regular	0.00	1,000.00	205778
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9036872	Invoice	10/07/2019	2019 GOLDEN KNIGHTS YEARBOOK AD	0.00	1,000.00	
046-000-53015		ADVERTISING/PROMOTIO		2019 GOLDEN KNIGHTS YE	1,000.00	
210300	QUILL CORP	11/26/2019	Regular	0.00	347.89	205779
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2638595/655557	Invoice	11/13/2019	CALENDAR	0.00	18.95	
046-057-53920		SERVICE AND SUPPLIES		CALENDAR	18.95	
2651961/655557	Invoice	11/13/2019	COFFEE/PAPER/FOLDERS/MARKERS/BATT	0.00	328.94	
046-057-53920		SERVICE AND SUPPLIES		COFFEE/PAPER/FOLDERS/	328.94	
210282	QUILL CORP.	11/26/2019	Regular	0.00	106.66	205780
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2510692/252790	Invoice	11/07/2019	PAPER CLIPS	0.00	6.20	
236-000-53920		SERVICE AND SUPPLIES		PAPER CLIPS	6.20	
2512430/252790	Invoice	11/07/2019	FOLDERS / STAPLES	0.00	83.66	
002-066-53920		SERVICE AND SUPPLIES		FOLDERS / STAPLES	83.66	
2562544/252790	Invoice	11/11/2019	CALENDAR	0.00	16.80	
001-009-53920		SERVICE AND SUPPLIES		CALENDAR	16.80	
210279	QUILL CORP.	11/26/2019	Regular	0.00	87.10	205781
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2719237/256497	Invoice	11/15/2019	PAPER TOWELS/KLEENEX/TEA/HIGHLIGHTER	0.00	87.10	
001-010-53920		SERVICE AND SUPPLIES		PAPER TOWELS/KLEENEX/	87.10	
210260	RANGE CONSERVATION FOUNDATIC	11/26/2019	Regular	0.00	4,000.00	205782

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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	
11/5/19	Invoice	11/08/2019	CONTRIBUTION	0.00	4,000.00	
093-000-59950		MISCELLANEOUS		CONTRIBUTION	4,000.00	
004237	REBECCA MURPHY	11/26/2019	Regular	0.00	600.00	205783
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2019	Invoice	11/19/2019	BONUS	0.00	600.00	
045-000-51021		BONUS		BONUS	600.00	
207450	RUBY MOUNTAIN WATER CO	11/26/2019	Regular	0.00	11.00	205784
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
818316	Invoice	11/22/2019	CONVENTION & TOURISM - WATER	0.00	11.00	
046-057-53920		SERVICE AND SUPPLIES		CONVENTION & TOURISM	11.00	
001066	SIERRA ELECTRONICS	11/26/2019	Regular	0.00	352.68	205785
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
AR20228/LC00	Invoice	11/13/2019	IDLE BUTTON/WATCHGUARD RADIO	0.00	352.68	
001-012-53840		RADIO COMMUNICATIO		IDLE BUTTON/WATCHGUA	352.68	
003749	SILVER STATE INTERNATIONAL	11/26/2019	Regular	0.00	280,852.62	205786
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1405	Invoice	11/12/2019	2020 INTERNATIONAL HV507 (4607)	0.00	140,426.31	
056-000-53926		EMERGENCY MAINTENA		2020 INTERNATIONAL HV5	140,426.31	
1406	Invoice	11/12/2019	2020 INTERNATIONAL HV507 (4608) FA-2	0.00	140,426.31	
056-000-53926		EMERGENCY MAINTENA		2020 INTERNATIONAL HV5	140,426.31	
001826	SPB UTILITY SERVICE INC	11/26/2019	Regular	0.00	4,118.09	205787
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
19-512	Invoice	11/01/2019	MONTHLY SERVICE & LABS	0.00	4,118.09	
226-000-53995		TECHNOLOGY FEES		MONTHLY SERVICE & LABS	2,059.05	
236-000-53995		TECHNOLOGY FEES		MONTHLY SERVICE & LABS	2,059.04	
003625	SUBURBAN PROPANE-1485	11/26/2019	Regular	0.00	659.26	205788
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
110045/1485-02	Invoice	11/14/2019	AUSTIN AMBULANCE BAY	0.00	676.03	
001-016-53980		UTILITIES		AUSTIN AMBULANCE BAY	676.03	
66467 / 1485-02	Credit Memo	10/26/2019	AUSTIN AMBULANCE BAY	0.00	-16.77	
001-016-53980		UTILITIES		AUSTIN AMBULANCE BAY	-16.77	
207717	SUMMIT ENGINEERING CORP.	11/26/2019	Regular	0.00	9,395.99	205789
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
46532	Invoice	11/22/2019	PRJCT: 1-29735 TOWN OF AUSTIN SURVE	0.00	9,395.99	
029-000-54010		NEW FIXED ASSETS		PRJCT: 1-29735 TOWN OF	9,395.99	
207536	SYSCO	11/26/2019	Regular	0.00	424.06	205790
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
285668122	Invoice	10/02/2019	RAW FOOD	0.00	424.06	
009-045-59251		RAW FOOD		RAW FOOD	254.43	
009-047-59251		RAW FOOD		RAW FOOD	169.63	
208911	THE SIDWELL COMPANY	11/26/2019	Regular	0.00	952.50	205791

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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	
CT00001248	Invoice	08/31/2019	MAPPING SERVICES	0.00	952.50	
300-068-53920		SERVICE AND SUPPLIES		MAPPING SERVICES	952.50	
210051	U.S. CORRECTIONS, LLC	11/26/2019	Regular	0.00	2,610.00	205792
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
191217	Invoice	11/07/2019	TRANSPORT WATKINS, DONOVAN	0.00	2,610.00	
001-013-53710		PRISONER TRANSPORT		TRANSPORT WATKINS, DO	2,610.00	
004473	WESTERN NEVADA SUPPLY CO.	11/26/2019	Regular	0.00	2,551.60	205793
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
17932454	Invoice	11/13/2019	FITTINGS	0.00	665.58	
226-000-53880		REPAIR & MAINTENANC		FITTINGS	665.58	
17960469	Invoice	07/30/2019	SPRINKLER HEADS	0.00	644.16	
052-052-53920		SERVICE AND SUPPLIES		SPRINKLER HEADS	644.16	
17999153	Invoice	08/22/2019	SPRINKLER HEADS	0.00	644.16	
052-052-53920		SERVICE AND SUPPLIES		SPRINKLER HEADS	644.16	
18105419	Invoice	11/12/2019	FITTINGS / ADAPTERS	0.00	82.98	
226-000-53880		REPAIR & MAINTENANC		FITTINGS / ADAPTERS	82.98	
88104091	Invoice	11/12/2019	FITTINGS	0.00	24.00	
226-000-53880		REPAIR & MAINTENANC		FITTINGS	24.00	
88105050	Invoice	11/18/2019	FITTINGS	0.00	490.72	
226-000-53880		REPAIR & MAINTENANC		FITTINGS	490.72	
001343	WINNEMUCCA PUBLISHING CO., INC	11/26/2019	Regular	0.00	212.00	205794
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
3340/LACOMA	Invoice	11/13/2019	PUBLIC HEARING	0.00	212.00	
001-005-53020		ADVERTISING		PUBLIC HEARING	212.00	
210529	WINNEMUCCA PUBLISHING CO., INC	11/26/2019	Regular	0.00	112.00	205795
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 - 50018	Invoice	10/16/2019	REC CENTER RECEPTION	0.00	112.00	
001-005-53020		ADVERTISING		REC CENTER RECEPTION	112.00	

Bank Code AP POOL OPERATING Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	113	62	0.00	456,298.88
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	495.00
	114	63	0.00	456,793.88

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	11/2019	456,793.88
			<u>456,793.88</u>

Lander County Commissioners Meeting
December 5, 2019

Agenda Item Number __1__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

9:10 A.M.

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.

Public Comment:

Background:

Recommended action:

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
December 5, 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 acceptance of a business impact statement with a motion, if approved, stating "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."

Public Comment:

Background:

Recommended action:

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

Date

Kyla Bright Lander County Planning Coordinator

Date

Lander County Commissioners Meeting
December 5, 2019

Agenda Item Number __3__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

COMMISSIONERS: For Possible action, to approve/disapprove use of the old jail to the Battle Mountain Sober Seniors for a gift wrapping and storage fundraiser on the weekends through Christmas Eve and to request that water and heat is provided during that time

Public Comment:

Background:

Recommended action:

Meeting on Dec 5th

Lander County Commission Agenda Request Form



COMMISSIONER MEETING DATE

NAME: Sarah Edger

REPRESENTING: BM Sober Seniors

ADDRESS: _____

PH: 775 397 0508

PH: 775 468 4642

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? cell

WHO WILL BE ATTENDING THE MEETING: TBD

JOB TITLE: Board Vice Chair

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Continued use of the old jail house for gift wrap + storage of Christmas gifts. December weekends + Christmas Eve.

BACKGROUND INFORMATION: Our organization would like to do an additional fundraiser at the old jail house building. Customers would bring packages + gifts for the kids to wrap + we will store them there until designated pick up times.

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

Not an issue, just need approval to continue use of the facility for continued fundraising opportunity for the kids party

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST?

AMOUNT \$ heat/water while occupying bldg.

YES ☒ NO ☐

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING?

WHEN? Haunted house use approval in Sept.

YES ☒ NO ☐

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 Sarah Edger

DATE 15 Nov 19

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

Lander County Commissioners Meeting
December 5, 2019

Agenda Item Number __4__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

UNIVERSITY OF NEVADA COPORATIVE EXTENSION: 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:

Recommended action:

* full request will follow
+ backup

Lander County Commission Agenda Request Form



COMMISSIONER MEETING DATE

12/5/19

NAME: Holly Gatzke

REPRESENTING: University of Nevada Extension

ADDRESS: _____

PH: _____

PH: _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? _____

WHO WILL BE ATTENDING THE MEETING: Holly Gatzke

JOB TITLE: Northern Area Director

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

Presentation of Carryover spend down plan.
budget

BACKGROUND INFORMATION:

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

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

YES ___ NO ___

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 _____

DATE

11/19/19

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

Lander County Commissioners Meeting
December 5, 2019

Agenda Item Number __5__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

RECREATION CENTER: For possible action, to approve/disapprove a free day to the public during the All-Class Reunion on July 25, 2020.

Public Comment:

Background:

Recommended action:

October 26, 2018

Lander County Recreation Center
560 Altenburg Avenue
Battle Mountain, NV 89820

Dear Recreation Center Manager:

The All-Class Reunion for will be held at the Elquist Park on July 25, 2020. I am writing this letter on behalf of the committee that is organizing the reunion to see if the Recreation Center could have a "free-day" on that Saturday. We are asking this so that the children whose parents are attending the reunion will have something else to do.

We would like to be able to advertise this in our informational flyers that we will be posting on social media and through email. Therefore, if you could let us know by January, 2020 if the "free-day" is approved it would be greatly appreciated.

If you need any other information, please contact me at 775-374-1734.

Sincerely,

A handwritten signature in cursive script that reads "Sondra Torgerson".

Sondra Torgerson
Committee Member

Lander County Commissioners Meeting
December 5, 2019

Agenda Item Number __6__

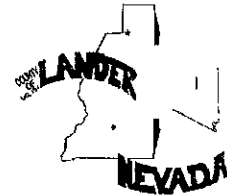
THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

SHERIFF OFFICE: For possible action, pre-budgetary approval request for FY 2020/2021 in the amount of \$15,000 each year for a period of five years, for the Sheriff's Office Taser Replacement Program; or to fully fund the program in FY 2020/2021 budget in the amount of \$74,600.

Public Comment:

Background:

Recommended action:



AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: 12/05/2019

NAME: Robert Quick REPRESENTING: Lander County Sheriff's Office

ADDRESS: 2 State Route 305, Battle Mountain, Nevada 89820

PHONE (H): 775-635-1100 (W): 775-635-1100 (FAX): 775-635-2577

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 775-635-1100

WHO WILL BE ATTENDING THE MEETING: Self / Sheriff Ron Unger

JOB TITLE: Undersheriff

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Discussion and possible action regarding pre-budgetary (FY 2020-2021) approval for the Sheriff's Office Taser replacement program funding in the amount of \$15,000 each year for a period of five years, or optionally to fully fund the program upfront at a cost of \$74,600 in the FY 2020-2021 budget year and other matters properly related thereto.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? Approve one of the options

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST: ☒ YES ☐ NO
AMOUNT: 74,600

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

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:

AIRPORT _____	DIST. ATTY. _____	SENIOR CTR. _____
AMBULANCE _____	EXE. DIR. _____	SHERIFF _____
ARGENTA J.P. _____	FIRE _____	SOCIAL SVC. _____
ASSESSOR _____	GOLF _____	TREASURER _____
AUSTIN J.P. _____	PUBLIC WORKS _____	W & S _____
CLERK _____	RECORDER _____	OTHER _____
COMM. DEVT. _____		

**THE EXECUTIVE DIRECTOR RESERVES THE RIGHT TO REJECT OR RECOMMEND
TABLING ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.**

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

Signature Field Robert W. Quick Digitally signed by Robert W. Quick
Date: 2019.11.25 11:39:11 -08'00' DATE: 11/25/2019

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



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-233470-43788.655AA

Issued: 11/19/2019

Quote Expiration: 12/20/2019

Account Number: 108876

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Robert Quick
Lander County Sheriff's Office - NV
2 State Route 305
Battle Mountain, NV 89820
US

BILL TO

Lander County Sheriff's Office - NV
P. O. Box 1625
Battle Mountain, NV 89820
US

SALES REPRESENTATIVE

Amanda Adelman
Phone: 480-905-2059
Email: aadelman@taser.com
Fax:

PRIMARY CONTACT

Robert Quick
Phone: (775) 635-1100
Email: rquick@landerso.org

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	29	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	29	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	1	0.00	0.00	0.00
Hardware					
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R	29	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	29	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	1	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	58	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	58	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	58	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	58	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	58	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	58	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL	34	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	34	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	29	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE	1	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	8	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	8	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	0.00	0.00	0.00
20063	TASER 7 HOLSTER - SAFARILAND, RIGHT HAND	23	67.50	0.00	0.00
20068	TASER 7 HOLSTER - SAFARILAND, LEFT HAND	6	67.50	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	750.00	0.00	0.00
Other					
20144	TASER 7 CERTIFICATION PLAN	29	0.00	0.00	0.00
20147	AXON DEVELOPED OCULUS TRAINING CONTENT ACCESS	1	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	1	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS	29	0.00	0.00	0.00
20088	TASER 7 CERTIFICATION PLAN YEAR 1 PAYMENT	29	720.00	514.22	14,912.38
20059	TASER 7 CARTRIDGE CARRIER, SAFARILAND	29	22.50	0.00	0.00
Subtotal					14,912.38
Estimated Shipping					0.00
Estimated Tax					0.00
Total					14,912.38

Year 1 - Trade in credit

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
20104	TASER 7 TRADE-IN UPFRONT PURCHASE	28	0.00	0.00	0.00
20148	TASER 7 TRADE-IN CEW TAP	28	0.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	58	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	58	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	58	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	58	0.00	0.00	0.00
Other					
20089	TASER 7 CERTIFICATION PLAN YEAR 2 PAYMENT	29	720.00	514.22	14,912.38
				Subtotal	14,912.38
				Estimated Tax	0.00
				Total	14,912.38

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	58	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	58	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	58	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	58	0.00	0.00	0.00
Other					
20090	TASER 7 CERTIFICATION PLAN YEAR 3 PAYMENT	29	720.00	514.22	14,912.38
				Subtotal	14,912.38
				Estimated Tax	0.00
				Total	14,912.38

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	58	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	58	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	58	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	58	0.00	0.00	0.00
Other					
20091	TASER 7 CERTIFICATION PLAN YEAR 4 PAYMENT	29	720.00	514.22	14,912.38
				Subtotal	14,912.38
				Estimated Tax	0.00
				Total	14,912.38

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	58	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	58	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	58	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	58	0.00	0.00	0.00
Other					
20092	TASER 7 CERTIFICATION PLAN YEAR 5 PAYMENT	29	720.00	514.22	14,912.38
				Subtotal	14,912.38
				Estimated Tax	0.00
				Total	14,912.38

Grand Total	74,561.90
--------------------	------------------



Discounts (USD)

Quote Expiration: 12/20/2019

List Amount	107,760.00
Discounts	33,198.10
Total	74,561.90

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	14,912.38
Year 1 - Trade in credit	0.00
Year 2	14,912.38
Year 3	14,912.38
Year 4	14,912.38
Year 5	14,912.38
Grand Total	74,561.90

Notes

The parties agree that Axon is granting a credit of \$20,568.83 (applied to Year 1) for trade-in of CEW hardware. This credit is based on a ship date range of 12/15/2019-12/30/2019, resulting in a 1/15/2020 contract start date. Any change in this ship date and resulting contract start date will result in modification of this credit value which may result in additional fees due to or from Axon.

Discount applied is good through 12/20/2019

Purchase of TASER 7 are governed by the TASER 7 Agreement located at <https://www.axon.com/legal/sales-terms-and-conditions> and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (Or write N/A): _____

Please sign and email to Amanda Adelman at aadelman@taser.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

'Protect Life'® and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S. © 2013 Axon Enterprise, Inc. All rights reserved.

Axon Internal Use Only

SFDC Contract #:

Order Type:

RMA #:

Address Used:

SO #:

Review 1

Review 2

Comments:

Q-233470-43788.655AA



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-235961-43788.706AA

Issued: 11/19/2019

Quote Expiration: 12/31/2019

Account Number: 108876

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Robert Quick
Lander County Sheriff's Office - NV
2 State Route 305
Battle Mountain, NV 89820
US

BILL TO

Lander County Sheriff's Office - NV
P. O. Box 1625
Battle Mountain, NV 89820
US

SALES REPRESENTATIVE

Amanda Adelman
Phone: 480-905-2059
Email: aadelman@taser.com
Fax: 480-378-3840

PRIMARY CONTACT

Robert Quick
Phone: (775) 635-1100
Email: rquick@landerso.org

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	29	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	29	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	1	0.00	0.00	0.00
Hardware					
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R	29	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	29	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	1	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	58	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	58	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	58	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	58	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	58	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	58	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL	34	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	34	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	26	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE	1	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	8	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	8	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	750.00	750.00	750.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	3	0.00	0.00	0.00
Other					
20144	TASER 7 CERTIFICATION PLAN	29	0.00	0.00	0.00
20147	AXON DEVELOPED OCULUS TRAINING CONTENT ACCESS	1	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	1	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS	29	0.00	0.00	0.00
20088	TASER 7 CERTIFICATION PLAN YEAR 1 PAYMENT	29	720.00	555.60	16,112.40
Subtotal					16,862.40
Estimated Shipping					0.00
Estimated Tax					0.00
Total					16,862.40

Year 1 - Trade in credit

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
20104	TASER 7 TRADE-IN UPFRONT PURCHASE	28	0.00	0.00	0.00
20148	TASER 7 TRADE-IN CEW TAP	28	0.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	58	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	58	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	58	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	58	0.00	0.00	0.00
Other					
20089	TASER 7 CERTIFICATION PLAN YEAR 2 PAYMENT	29	720.00	555.60	16,112.40
Subtotal					16,112.40
Estimated Tax					0.00
Total					16,112.40

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	58	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	58	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	58	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	58	0.00	0.00	0.00
Other					
20090	TASER 7 CERTIFICATION PLAN YEAR 3 PAYMENT	29	720.00	555.60	16,112.40
Subtotal					16,112.40
Estimated Tax					0.00
Total					16,112.40

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	58	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	58	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	58	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	58	0.00	0.00	0.00
Other					
20091	TASER 7 CERTIFICATION PLAN YEAR 4 PAYMENT	29	720.00	555.60	16,112.40
Subtotal					16,112.40
Estimated Tax					0.00
Total					16,112.40

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	58	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	58	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	58	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	58	0.00	0.00	0.00
Other					
20092	TASER 7 CERTIFICATION PLAN YEAR 5 PAYMENT	29	720.00	555.60	16,112.40
Subtotal					16,112.40
Estimated Tax					0.00
Total					16,112.40

Grand Total	81,312.00
--------------------	------------------



Discounts (USD)

Quote Expiration: 12/31/2019

List Amount	105,150.00
Discounts	23,838.00
Total	81,312.00

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	16,862.40
Year 1 - Trade in credit	0.00
Year 2	16,112.40
Year 3	16,112.40
Year 4	16,112.40
Year 5	16,112.40
Grand Total	81,312.00

Notes

The parties agree that Axon is granting a credit of \$20,568.83 (applied to Years 1 - 5) for trade-in of CEW hardware. This credit is based on a ship date range of 12/15/2019-12/30/2019, resulting in a 1/15/2020 contract start date. Any change in this ship date and resulting contract start date will result in modification of this credit value which may result in additional fees due to or from Axon.

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Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (Or write N/A): _____

Please sign and email to Amanda Adelman at aadelman@taser.com or fax to 480-378-3840

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

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Axon Internal Use Only

		SFDC Contract#:
		Order Type:
		RMA#:
		Address Used:
		SO#:
Review 1	Review 2	
Comments:		

Q-235961-43788.706AA

Lander County Commissioners Meeting
December 5, 2019

Agenda Item Number __7__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

PLANNING: For possible action, to approve/disapprove a parcel map application for Riley Synek to combine two (2) parcels into one (1) parcel, located at 670 Faded Sage Drive and 685 Yellow Brick Road in Battle Mountain, APN 010-280-29 and 010-280-30, zoned A-1.

Public Comment:

Background:

Recommended action:



Lander County Commission Agenda Request Form

COMMISSIONER MEETING DATE : ~~DECEMBER 12~~ December 5

NAME: RILEY SYNEK

REPRESENTING: SELF

ADDRESS: 685 YELLOW BRICK ROAD BATTLE MOUNTAIN NV 89820

PH: 775-374-1857

PH:

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? LISTED

WHO WILL BE ATTENDING THE MEETING: RILEY SYNEK

JOB TITLE: OWNER

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: POSSIBLE ACTION FOR APPROVAL/DISAPPROVAL OF A PARCEL MAP APPLICATION FOR RILEY SYNEK TO COMBINE TWO PARCELS INTO ONE PARCEL, LOCATED AT 670 FADED SAGE DRIVE AND 685 YELLOW BRICK ROAD IN BATTLE MOUNTAIN, APM 010-280-29 & 010-280-30, ZONED A-1 LOCATED IN BATTLE MOUNTAIN. **APN**

BACKGROUND INFORMATION: HEARD AND APPROVED IN FRONT OF PLANNING COMMISSION ON NOVEMBER 20, 2019. NOTICED IN THE BATTLE MOUNTAIN BUGLE ON AUGUST 28, 2019.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? PLEASE APPROVE BASED ON THE APPROVAL OF THE PLANNING COMMISSION AT THEIR NOVEMBER 20, 2019 MEETING.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST?

YES X NO

AMOUNT \$ 400.00

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING?

YES NO X

WHEN?

HAS THIS ISSUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT HEADS?

YES X NO

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

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

YES X NO

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

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

YES
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

DATE 11-25-19

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

LANDER COUNTY PLANNING COMMISSION

November 20, 2019

AGENDA ITEM NUMBER 2

3) *Discussion and possible action to approve/disapprove a Parcel Map application for Riley Synek to combine two parcels into one parcel, located at 670 Faded Sage Drive and 685 Yellow Brick Road in Battle Mountain, APN 010-280-29 & 010-280-30, zoned A-1, and all other matters properly related thereto.

Staff Report: Please see attached material for details.

Staff Comments: Notice of this request was sent to staff:

Keith Westengard, Lander County Executive Director
Anna Penola, Building Official
Bert Ramos, Public Works Director
Lura Duvall, County Assessor
Ted Herrera, Lander County District Attorney

This item was noticed in the Battle Mountain Bugle on August 28, 2019

Lander County Community Development



PARCEL MAP APPROVAL APPLICATION

APPLICANT/OWNER INFORMATION

Applicant(s): RILEY SYNEK Phone: 775 374 1857

Address: 404 WEST ANTELOPE DRIVE

Legal Owner(s): RILEY SYNEK Phone: 775 374 1857

Address: 404 WEST ANTELOPE DRIVE

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

PROJECT INFORMATION

Property Location: PAR A-4 WINTLE / PAR A-3 WINTLE

Assessor's Parcel Number: 010-280-29 010-280-30 _____

Current Zoning: A1

Total Number of Parcels and Acreage: 2 PARCELS - 4.32 ACRES

Utilities will be furnished as follows:

Electricity: NV ENERGY Water: WELL Sewage: SEPTIC

Existing and proposed street dedications are as follows: NA

Type of street or other improvements proposed are as follows: NA

Existing and proposed fire protection improvements are as follows: FIRE HYDRANT

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

SIGNATURE(S)

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

[Signature]
Owner's Signature

10-22-19
Date

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

Date

Application is due by _____ in order to be heard at the 20th 6:00 p.m.
Planning Commission meeting held in the Community Meeting Room, 50 State Route 305, Battle Mountain, NV.

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

REQUIRED AT TIME OF APPLICATION

The following must accompany this application:

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

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



Close Window

Personal Property

Sales Data

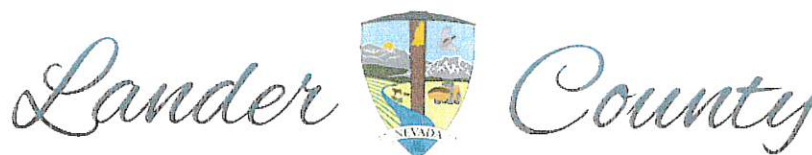
Secured Tax Inquiry

Recorder Website

Parcel Detail for Parcel # 010-280-29

Location Property Location 670 FADED SAGE DRIVE Town District 8.0 Battle Mountain Road Special Subdivision PAR A-4, WINTLE MAP#274677 Lot Block Property Name		Prior Parcel # 010-280-21																																																																																									
Ownership Assessed Owner Name SYNEK, RILEY WAYNE Mailing Address 404 W ANTELOPE DR BATTLE MOUNTAIN, NV 89820 Legal Owner Name SYNEK, RILEY WAYNE Vesting Doc #, Date 275995 04/13/2016 Year / Book / Page 16 / 678 / 322 Map Document #s 183519 273960 274677		Add'l Addresses Assessor Maps Legal Description Ag Land																																																																																									
Description Total Acres 2.160 Ag Acres .000 Square Feet 94,090 W/R Acres .000 Improvements Single-family Detached 0 Non-dwelling Units 0 Bedrooms / Baths 0 / .00 Single-family Attached 0 Mobile Home Hookups 0 Stories .0 Multiple-family Units 0 Wells 0 Garage Square Ft... 0 Mobile Homes 0 Septic Tanks 0 Attached / Detached Total Dwelling Units 0 Buildings Sq Ft 0 Improvement List Residence Sq Ft 0 Improvement Sketches Basement Sq Ft 0 Basement Improvement Photos Finished Basement SF 0 Bedrooms / Baths 0 / .00		Appraisal Classifications Current Land Use Code 100 Code Table Zoning Code(s) A1 Re-appraisal Group 4 Re-appraisal Year 2018 Original Construction Year Weighted Year																																																																																									
Assessed Valuation <table border="1"> <thead> <tr> <th>Assessed Values</th> <th>2019-20</th> <th>2018-19</th> <th>2017-18</th> </tr> </thead> <tbody> <tr> <td>Land</td> <td>10,500</td> <td>10,500</td> <td>10,500</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Ag Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Exemptions</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Net Assessed Value</td> <td>10,500</td> <td>10,500</td> <td>10,500</td> </tr> <tr> <td colspan="4">Increased (New) Values</td> </tr> <tr> <td>Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>		Assessed Values	2019-20	2018-19	2017-18	Land	10,500	10,500	10,500	Improvements	0	0	0	Personal Property	0	0	0	Ag Land	0	0	0	Exemptions	0	0	0	Net Assessed Value	10,500	10,500	10,500	Increased (New) Values				Land	0	0	0	Improvements	0	0	0	Personal Property	0	0	0	Taxable Valuation <table border="1"> <thead> <tr> <th>Taxable Values</th> <th>2019-20</th> <th>2018-19</th> <th>2017-18</th> </tr> </thead> <tbody> <tr> <td>Land</td> <td>30,000</td> <td>30,000</td> <td>30,000</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Ag Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Exemptions</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Net Taxable Value</td> <td>30,000</td> <td>30,000</td> <td>30,000</td> </tr> <tr> <td colspan="4">Increased (New) Values</td> </tr> <tr> <td>Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>		Taxable Values	2019-20	2018-19	2017-18	Land	30,000	30,000	30,000	Improvements	0	0	0	Personal Property	0	0	0	Ag Land	0	0	0	Exemptions	0	0	0	Net Taxable Value	30,000	30,000	30,000	Increased (New) Values				Land	0	0	0	Improvements	0	0	0	Personal Property	0	0	0
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Back to Search List



Close Window

Personal Property

Sales Data

Secured Tax Inquiry

Recorder Website

Parcel Detail for Parcel # 010-280-30

Prior Parcel # 010-280-21

Location

Property Location **685 YELLOW BRICK ROAD**
 Town
 District **8.0 - Battle Mountain Road Special**
 Subdivision **PAR A-3, WINTLE**
MAP#274677 Lot Block
 Property Name

Add'l Addresses

Assessor Maps

Legal Description

Ag Land

Ownership

Assessed Owner Name **SYNEK, RILEY**

Mailing Address

404 W ANTELOPE DR
BATTLE MOUNTAIN, NV 89820

Ownership History

Document History

Legal Owner Name **SYNEK, RILEY**Vesting Doc #, Date **289235** **02/12/2019** Year / Book / Page **19 / 0 / 0**Map Document #s **183519 273960 274677**

Description

Total Acres 2.160 Square Feet **94,090**
Ag Acres .000 W/R Acres **.000**

Improvements

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

Appraisal Classifications

Current Land Use Code **100** Code Table**Zoning Code(s) A1**

Re-appraisal Group **4** Re-appraisal Year **2018**
 Original Construction Year Weighted Year

Assessed Valuation

Assessed Values	2019-20	2018-19	2017-18
Land	10,500	10,500	10,500
Improvements	0	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Assessed Value	10,500	10,500	10,500

Increased (New) Values

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

Taxable Valuation

Taxable Values	2019-20	2018-19	2017-18
Land	30,000	30,000	30,000
Improvements	0	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Taxable Value	30,000	30,000	30,000

Increased (New) Values

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

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NRS Reference

NRS 278.462 Requirements which may be imposed by governing body.

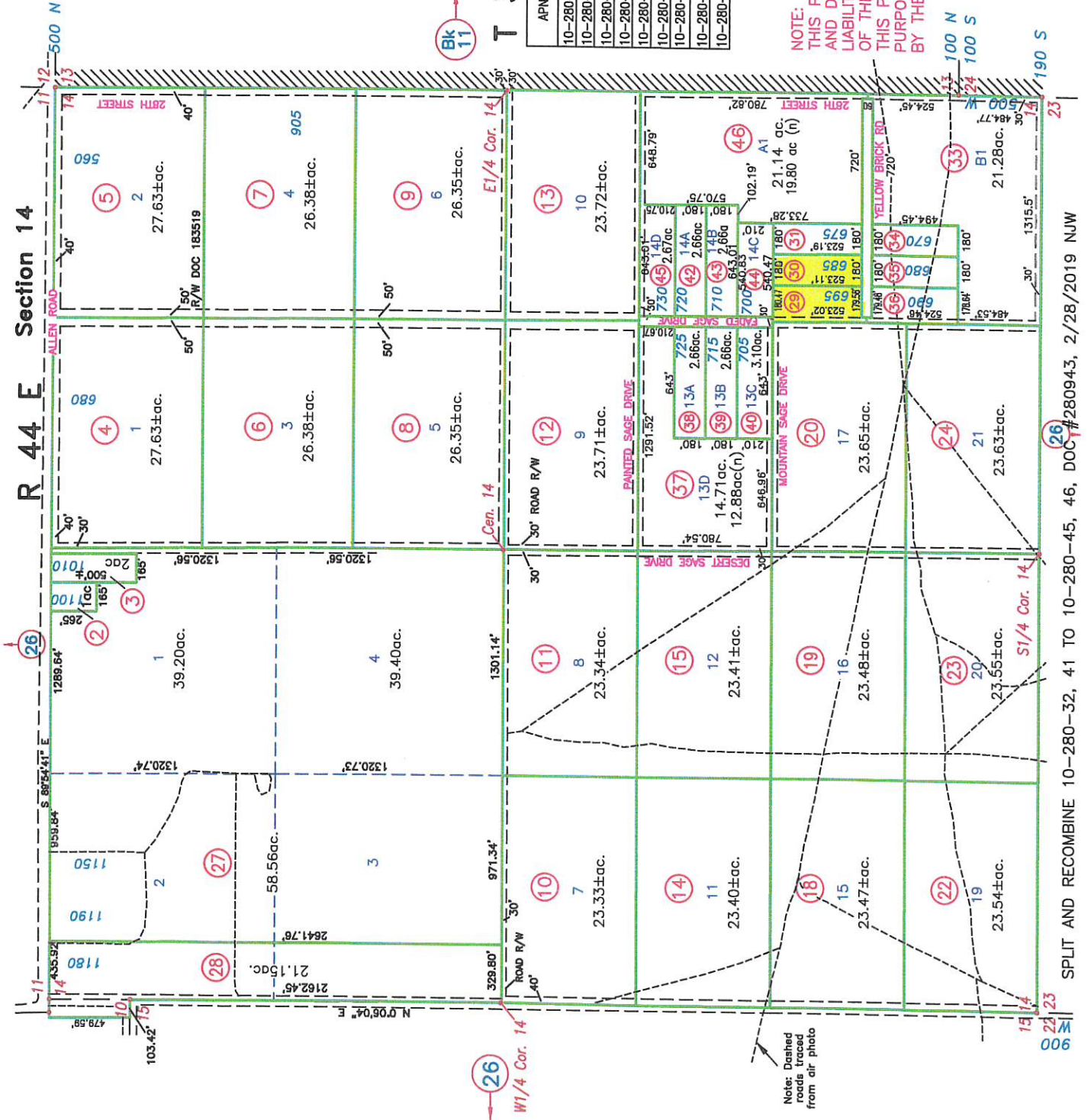
The governing body or, if authorized by the governing body, the planning commission or other authorized person:

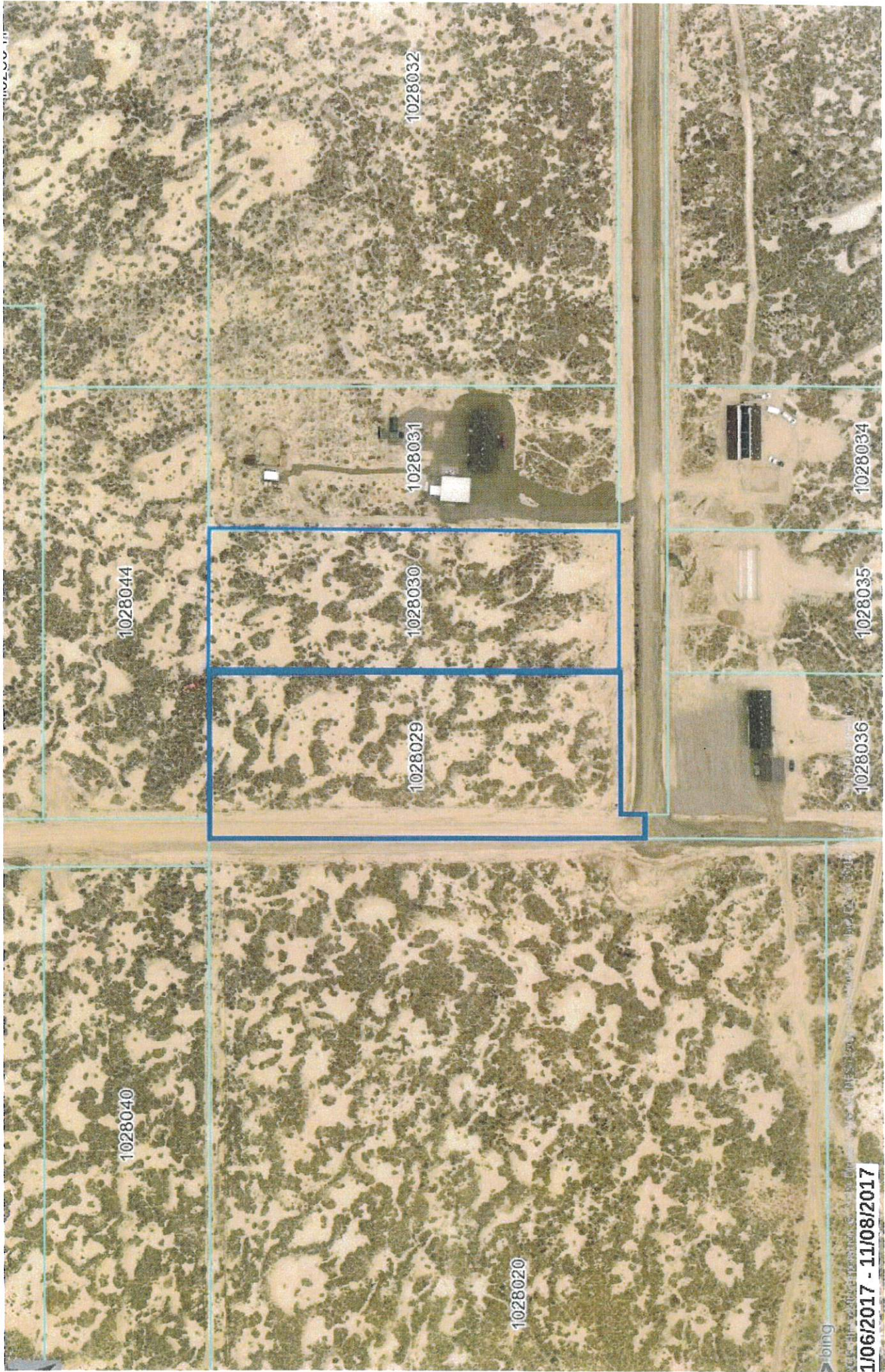
1. May require street grading, drainage provisions and lot designs as are reasonably necessary.
2. If it anticipates, based upon duly adopted ordinances and plans, that the parcels will be used for residential, commercial or industrial purposes, may require off-site access, street alignment, surfacing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

NAC Reference

NAC 444.790 Lot Size. (NRS 439.200, 444.650)

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





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1/06/2017 - 11/08/2017

Lander County Commissioners Meeting
December 5, 2019

Agenda Item Number __8__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

COUNTY MANAGER: Update regarding the Battle Mountain Christmas Festival funding.

Public Comment:

Background:

Recommended action:

Lander County Commissioners Meeting
December 5, 2019

Agenda Item Number __9__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

COUNTY MANAGER: For possible action, to approve/disapprove an increase to the Nationwide Preferred Compensation account (PERS) from 28% to 29.25 % for Patsy Waits and Art Clark, to bring them in compliance with other county employees.

Public Comment:

Background:

Recommended action:

Lander County Commissioners Meeting
December 5, 2019

Agenda Item Number __10__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

COUNTY MANAGER: For possible action, to give direction to the County Manager to advertise for an independent contractor to manage the Mountain View Golf Course clubhouse starting spring 2020.

Public Comment:

Background:

Recommended action:

Lander County Commissioners Meeting
December 5, 2019

Agenda Item Number __11__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

COUNTY MANAGER: For possible action, to approve/disapprove the amended NV Energy franchise agreement that allows the town of Kingston to retain their 2% annual gross franchise fee per decision made on Nov 7, 2019 by the Lander County Board of County Commissioners.

Public Comment:

Background:

Recommended action:

**LANDER COUNTY, NEVADA
ELECTRICAL SYSTEM FRANCHISE AGREEMENT
GRANTED TO SIERRA PACIFIC POWER COMPANY,
D/B/A NV ENERGY**

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, (the "Effective Date") by and between the County of Lander, Nevada, a political subdivision of the State of Nevada ("County"), and Sierra Pacific Power Company, d/b/a NV Energy, a Nevada corporation ("Franchisee"). County and Franchisee are sometimes collectively referred to as the "Parties," or singularly as a "Party." In consideration of the covenants and agreements described below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

WHEREAS, on September 5th, 1969, the County granted to Franchisee a 50-year nonexclusive franchise to provide electrical services within the County of Lander;

WHEREAS, the Franchisee, a corporation organized and existing under and by virtue of the laws of the State of Nevada, is duly qualified to transact business within the State of Nevada, is engaged in the business of operating an Electrical System to provide retail electric service, subject to regulation and oversight by the Public Utilities Commission of Nevada (PUCN);

WHEREAS, upon expiration of the previous franchise, the County desires to grant Franchisee a new Franchise to provide electrical services within the County, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and of the performance by Franchisee of the requirements below set forth, and subject to the following terms and conditions, the County grants this Franchise to the Franchisee.

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usage set forth below shall apply to this Agreement. Terms, phrases, words and their derivations shall have the meanings set forth therein, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive.

- 1.1. "Agreement" means this document and any amendments, exhibits or appendices hereto.
- 1.2. "Betterment" means any upgrading of the Electrical System being reconstructed, moved or relocated that is made solely for the benefit of and at the election of the Franchisee, including, but not limited to, an increase in the capacity of existing facilities or an expansion of the existing facilities; *provided, however*, that the following are not considered Betterments:
 - 1.2.1. Replacement devices or materials that are of equivalent standards although not identical;

- 1.2.2. Replacement of devices or materials no longer regularly manufactured with the next highest grade or size;
- 1.2.3. Any upgrading required by applicable laws, regulations or ordinances, including without limitation, the undergrounding of overhead facilities;
- 1.2.4. Replacement devices or materials which are used for reasons of economy (e.g., non-stocked items which may be uneconomical to purchase); or
- 1.2.5. Any upgrading required by Franchisee standards; *provided, however*, the Franchisee standard was not designed or adopted to avoid any obligation of the Franchisee under this Agreement.
- 1.3. "Certificate" means the certificate of public convenience and necessity issued to Franchisee by the PUCN for the provision of Electric Services.
- 1.4. "Code" means the Lander County Code, as amended from time to time.
- 1.5. "Electric Services" or "Services" means, without limitation, the provision of retail electric services that Franchisee is legally able to provide under existing or subsequent law in compliance with its Certificate.
- 1.6. "Electrical System", "System" or "Facilities" means and includes, but is not limited to, the poles, towers, supports, wires, conductors, cables, guys, platforms, crossarms, braces, transformers, insulators, conduits, ducts, vaults, manholes, meters, cut-offs, switches, generators, communications circuits, attachments, appurtenances and any other equipment used by Franchisee in the provision of Electric Services.
- 1.7. "Franchise" means the non-exclusive authorization granted by the County Commission to the Franchisee to construct, maintain and operate its Electrical System in the Rights-of-Way to provide electric services to customers within the Franchise Area, in accordance with the terms and conditions set forth in this Agreement.
- 1.8. "Franchise Area" means that area of Franchisee's service territory, as such service territory is established under Franchisee's Certificate, which is located within the County, including property as subsequently annexed.
- 1.9. "Gross Revenue" means revenue received by Franchisee from retail customers within the County limits, including revenue derived from the following:
 - a) Sales of electric energy to retail customers;
 - b) Charges for a temporary meter;
 - c) Electric overtime reconnect charges;
 - d) Metered retest charges;
 - e) Service charges;
 - f) Service establishment charges;
 - g) Remote meter charges;
 - h) Reconnect overtime charge reversal;

- i) Reconnect charges;
 - j) Reconnect charge reversal;
 - k) Overtime service charges;
 - l) Meter test charges; and
 - m) Late fees.
- 1.10. "NRS" means the Nevada Revised Statutes, as amended from time-to-time.
- 1.11. "PAC" means pole attachment contracts or joint pole agreements under which Franchisee permits the attachment of facilities used by others to Franchisee's Facilities.
- 1.12. "Public Property" means any real property owned by the County, to include Rights-of-Way, roads, streets, easements, or any surface or mineral estate owned in fee.
- 1.13. "PUCN" means the Public Utilities Commission of the State of Nevada, and its successors.
- 1.14. "Right-of-Way" or "Rights-of-Way" means public property including, without limitation, air space, sidewalks, curbs, gutters, streets, alleys, easements, utilities, and public roads dedicated, granted, held, prescriptively used, or authorized by patent of the United States of America, and to include property used for County public street and public utility purposes, except as limited by any underlying grant and except public streets in any federal aid highway or any highway controlled by the state within the County.

2. TERM

- 2.1 **EFFECTIVE DATE AND TERMINATION.** The Effective Date of this Agreement shall be the date the County grants this Franchise to Franchisee as written above. This Agreement shall continue in full force and effect for a period of twenty (20) years from the Effective Date of this Agreement.
- 2.2 **EXTENSION TERM.** Upon review by the County, and in the event Franchisee is found to be in full compliance with all terms of the Franchise, Franchisee shall be granted a five (5) year extension of the term. Franchisee must provide written request of its desire to extend the term of this franchise at least six (6) months prior to the end of the initial twenty (20) year term.

3. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

- 3.1. **CONFLICTS.** In the event of any conflict between any amendment to the County Code and the provisions of this Agreement, the County Code provisions shall control.
- 3.2. **AMENDMENT.** This Agreement may be altered or amended upon agreement of the County and the Franchisee. The County Commission reserves the right to legislate concerning the use by the Franchisee of the Rights-of-Way for the public welfare or the protection of the public interest at any time hereafter upon such

notice to the Franchisee as may be required by Nevada law or County ordinance, so long as the Franchisee has an opportunity to be heard.

- 3.3. **COMPLIANCE WITH COUNTY CODE.** By this Section 3, it is not intended that Franchisee will be subject to any greater obligation to comply with County Code provisions than it would otherwise have. Franchisee retains its right to challenge the County Code or any amendment thereto in a court of competent jurisdiction.

4. GRANT OF FRANCHISE

- 4.1 **GRANT.** Subject to the terms and conditions of this Agreement and all applicable provisions of the County Code, the County hereby grants a Franchise to Franchisee for an Electrical System within the Rights-of-Way of the Franchise Area for the sole purpose of providing Electric Services for which it holds a Certificate. By this grant, Franchisee is also granted the right to perform routine maintenance activities on its facilities within the Rights-of-Way of the Franchise Area. This Agreement does not confer any rights other than as expressly provided for herein or as mandated by federal, state, or local law. Franchisee hereby agrees to provide Electric Services in all portions of the Franchise Area to the extent required to do so by its Certificate.

- 4.2 **NON-EXCLUSIVE FRANCHISE.** The Franchise, right, privilege and permission hereby granted is not an exclusive franchise or right, and the right of the County to grant like franchises, rights, privileges or permissions is hereby preserved; *provided*, the grant of like franchises, rights, privileges or permissions shall not interfere with the reasonable use of the Franchise, right, privilege and permission hereby granted to Franchisee, and the Franchise right, privilege and permission is granted subject to all of the ordinances and regulations of the County, and the laws of the State of Nevada governing such application and privilege for franchise now existing or hereafter to be made, enacted or passed.

5. LIMITATIONS ON GRANT OF FRANCHISE

- 5.1. **LICENSES AND PERMITS.** The Franchise does not authorize any other license or permit required for the privilege of transacting or carrying on a business within the County as required by Code, or for attaching devices to poles or other structures owned by the County or any entity other than Franchisee, its contractor or agents or for excavating or performing other work in or along Rights-of-Way.
- 5.2. **USE OF ELECTRICAL SYSTEM.** Except as permitted by applicable law, nothing contained in this Agreement shall be construed as authorizing Franchisee to use, or permit the use of, any portion of its Electrical System for any purpose other than those reasonably necessary for the provision of Electric Service unless prior written approval is obtained from the County.

6. EFFECT OF ACCEPTANCE.

By accepting the Franchise and executing this Franchise Agreement, the Franchisee:

- 6.1. Acknowledges and accepts the County's legal right to grant the Franchise, to enter this Franchise Agreement, and to enact and enforce ordinances and regulations related to the Franchise; and
- 6.2. Agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary, or allege in any claim or proceeding by the Franchisee against the County that any provision, condition or term of the Franchise Agreement at the time of the acceptance of the Franchise was unreasonable or arbitrary, or that at the time of the acceptance of the Franchise any such provision, condition or term was void or that the County had no power or authority to make or enforce any such provision, condition or term. Nothing contained in the Agreement shall be construed to require Franchisee to violate any law, regulation or tariff.

7. FRANCHISEE'S USE OF COUNTY PROPERTY

- 7.1. **FRANCHISEE'S FUTURE ATTACHMENTS TO COUNTY PROPERTY.** The Franchise granted herein does not authorize Franchisee to attach any part of its Facilities to County property located within or outside of the Rights-of-Way, except for the Right-of-Way itself, until and unless Franchisee has entered into a separate written agreement with the County, in the County's sole discretion, supported by independent consideration, for the rights of attachment and use.
- 7.2. **NO RETROACTIVE EFFECT OF FEE REQUIREMENTS.** Nothing in this Section shall require Franchisee to pay any fees for attachments to and the use of County property prior to the Effective Date of this Agreement. The County agrees to reasonably negotiate with Franchisee to remedy the existence of any such prior attachments discovered on County property, which may include memorializing the existence of an attachment in a written document, so long as said attachment is not creating a detriment to the public welfare and safety, and may include payment of a fee from the Effective Date.
- 7.3. **USE.** All lines and appurtenances laid or placed by the Franchisee shall be so located in the Right-of-Way as not to obstruct or interfere with any pipes, sewers, drains, valves or other structures already installed.
- 7.4. **LINES AND APPURTENANCES.** Subject to the terms and conditions of this Agreement, Franchisee shall have the right to install, maintain and use any or all such lines and appurtenances from time-to-time as may be necessary or proper.
- 7.5. **REPAIR OF PUBLIC ROADS.** If any portion of a Right-of-Way shall be damaged by reason of defects in any of the lines and appurtenances utilized, maintained or constructed pursuant to the Franchise granted herein, or by reason of any other cause arising from the Franchisee's operations, or the existence of any lines and appurtenances constructed or maintained under this Franchise, the Franchisee shall, at its own cost and expense, within thirty (30) days or as soon thereafter as is practicable, repair any such damage and restore such Right-of-Way, or portion thereof, to as good a condition as it existed before such excavation, disturbance, work or other cause of damage occurred.

- 7.6. **RELOCATION.** The Franchisee shall relocate, without expense to the County, any Facilities, to include lines and appurtenances, previously installed and then maintained or used under this Franchise if and when made necessary by any lawful change of grade, alignment or width of any public road by the County, including the construction of any subway or viaduct; *provided*, however, that this provision shall remain in effect only so long as such public road, subway or viaduct shall remain under the jurisdiction of the County as a public road, and further provided that the County shall provide a suitable substitute Right-of-Way within which Franchisee may relocate its Facilities. This provision shall cease to be applicable to any public road if and when the County shall cease to have jurisdiction over or shall cease to be obligated to maintain such public road, and nothing herein contained shall be construed as constituting a contractual obligation of the Franchisee running to the authority assuming jurisdiction over or the obligation to maintain such public road. Nothing herein shall be construed to prohibit or restrict repayment by the State of Nevada or a third party for relocation of Franchisee's Facilities.
- 7.7. **PLACEMENT AND INSPECTIONS.** Before the work of installing new or upgrade of existing Facilities, including lines and appurtenances, is commenced, the Franchisee shall coordinate the location thereof with the County, and the County shall give such directions for the location of such Facilities as may be reasonably necessary to avoid, sewers, water pipes, conduits or other structures lawfully in or under the Right-of-Way.
- 7.8. **REPAIR OF WATER PIPES, SEWERS, DRAINS AND OTHER STRUCTURES.** The Franchisee shall, at its own cost and expense, immediately repair or replace as necessary all water pipes, mains, service lines, valves, meters, sewer lines, culverts, conduits, and all other materials and equipment utilized in connection with water service, sewer service and drainage or facilities of other utilities damaged in any way by the Franchisee.
- 8. JOINT AND THIRD-PARTY USE OF FRANCHISEE'S FACILITIES; EXCAVATION; POLE OWNERSHIP**
- 8.1. **JOINT USE OF SYSTEM.** The County shall upon notice to the Franchisee have, for any reasonable municipal purpose (which does not include a third party business such as a cable or telecommunications business), the right to and make use of the poles and conduits of the Franchisee within the Franchise Area, and any Rights-of-Way granted to the Franchisee, provided such use complies with good and safe electrical operating practices and applicable laws, and does not unreasonably interfere with the Franchisee's use thereof, at no charge to the County. The County is responsible for its own costs and any necessary and reasonable costs incurred by the Franchisee including the costs of any alterations that may be required in using the poles and conduits of the Franchisee or alterations needed to address load changes on poles resulting from joint use.
- 8.2. **COUNTY NOTIFICATION OF USE OF FRANCHISEE'S FACILITIES BY THIRD PARTIES.** The grant of Franchise herein does not permit use by third parties of Franchisee's Facilities located in Rights-of-Way. However, County

acknowledges that state or federal law may require that Franchisee allow third parties to make attachments to Franchisee's Facilities. Franchisee shall notify County of the names and addresses of third parties who currently have attached their facilities to Franchisee's Facilities in Rights-of-Way, and of any future third parties upon their initial request to enter into an agreement for such attachment.

- 8.3. **PERMISSION REQUIRED TO TRANSFER FRANCHISEE'S FACILITIES TO THIRD PARTY.** Franchisee shall not transfer ownership of any of its Facilities in the Rights-of-Way to any third party without the express written consent of the County, which consent may not be unreasonably withheld.
- 8.4. **FRANCHISEE'S OVERHEAD RELOCATION ACTIVITIES.** Whenever Franchisee plans to relocate to the underground any of its overhead Facilities within the Rights-of-Way, Franchisee shall apply and obtain all permits as may be required under applicable County Code provisions prior to commencing such excavation and shall provide written notice to all third parties located in the specific Rights-of-Way who have attached their own facilities to Franchisee's overhead Facilities that are to be placed underground, of the anticipated date of undergrounding of the overhead Facilities or of excavation, pursuant to any applicable provisions of the County Code, as amended from time-to-time. Undergrounding notices shall specify:
- 8.4.1. That all third-party attachments must be removed or placed underground prior to scheduled removal of Franchisee's overhead Facilities if the contract between Franchisee and the third party requires the third party to remove its attachments when Franchisee undergrounds its overhead facilities; and
- 8.4.2. An estimated timetable for when Franchisee will complete its undergrounding.
- Franchisee shall cooperate with the County and other persons occupying the Rights-of-Way in sharing use of its excavations. Franchisee will review with the County, in the fourth quarter of the year, those overhead facilities that the Franchisee may underground in the next upcoming year. County recognizes that these projects are tentative and can change due to occasional Franchisee budget constraints. The purpose of this review is to assist the County in the coordination of the undergrounding of third party facilities.
- 8.5. **FRANCHISEE'S RESPONSIBILITY FOR ITS FACILITIES.** Franchisee shall remain responsible for all claims and liabilities of whatever nature related to its Facilities until such Facilities have been completely removed and the Right-of-Way repaired and restored to its prior or better condition in accordance with the County standards, to the reasonable satisfaction of the Eureka County Board of Commissioners or their designee.

This Agreement is not authorization for use by third parties of Rights-of-Way, which authorization must be independently obtained from the County. Such third parties are liable to the County in accordance with applicable Code and the terms of any County authorization, and are liable to Franchisee in accordance with the

PAC. In the event Franchisee is removing or required to remove any of its Facilities from Rights-of-Way, the County and Franchisee shall each agree to require and diligently pursue, under the terms of their respective authority, removal of any third-party facilities attached to Franchisee's Facilities.

- 8.6. **POLE ATTACHMENT AGREEMENTS TO BE FURNISHED TO COUNTY.** Franchisee shall, upon request, within a reasonable time not to exceed sixty (60) days provide the County with copies of any pole access agreements, PAC or similar agreements allowing the use of Franchisee's Facilities in the Rights-of-Way.

9. WORK BY OTHERS

The County reserves the right to lay and permit to be laid, sewer, gas, water, electrical, telecommunications, cable television and other pipe lines or cables and conduits, and to do and permit to be done any underground and overhead work, and any attachment, restructuring or changes in aerial facilities that the County requires in, across, along, over or under any Rights-of-Way or other County property occupied by Franchisee, and to change any curb or sidewalk or the grade of any street. In permitting work to be done, the County shall not be liable to Franchisee for any damages not caused by the negligence of the County; *provided, however*, nothing herein shall relieve any third person, including any contractor, subcontractor, or agent, from liability for damage to Franchisee's Facilities.

10. RELOCATION OF FACILITIES

- 10.1. **REMOVAL AND RELOCATION.** Franchisee will be responsible for the cost of removal or relocation of its Facilities in Rights-of-Way in accordance with applicable provisions of the Code.
- 10.2. **PRIOR RIGHTS; COST FOR RELOCATION.** Notwithstanding any other provision of this Agreement to the contrary, if the County requires Franchisee to relocate any of its Facilities located in the Rights-of-Way in which the Franchisee has demonstrated in accordance with this subsection that it had a valid easement prior to the time such location was dedicated to or otherwise received by the County, the County shall be responsible for Franchisee's actual costs of relocating such Facilities pursuant to this Section 10, including the cost of obtaining a new equivalent easement for Franchisee if the County determines that no space is available in the Rights-of-Way for Franchisee's Facilities. The County will not be responsible for the relocation costs if the Facilities were not placed in conformance with the applicable statutes, ordinances and codes in effect at the time of the Facilities' original construction. Moreover, it is understood and agreed that County will not pay for or bear the cost of any incremental increase of engineering or construction costs involved in or pertaining to any Betterment, and that no Betterment may be performed in connection with any relocation under Section 10.2. If County determines that a Betterment not required to maintain existing service values is performed in connection with such a relocation, the actual cost of such Betterment shall appear as a credit in any invoice submitted by Franchisee to County for reimbursement of actual costs pursuant to this Section 10. Franchisee

shall provide to County documentation supporting its calculation of the actual cost of such Betterment. All other provisions of this Section 10 shall apply to Franchisee's work in performing the relocation of any Facilities covered by this Section.

- 10.3. **PATENTS.** In instances where no Public Improvements or Facilities have been installed as of the Effective Date of this Agreement and a patent exists for roadway and utility purposes and is not patented or reserved specifically in the name of the County or Franchisee, the party which is first to install a Public Improvement or Facility in such patent will be considered to have the prior right so long as in the case of the Franchisee the Facility was in place in accordance with applicable statutes, ordinances and codes.
- 10.4. **CLAIMS FOR REIMBURSEMENT.** A claim from Franchisee for reimbursement for relocation of Facilities under a prior right must include a copy of the Easement instrument/document. If no such instrument/ document can be produced, the claim must include a statement clarifying the prior land right, and must be signed by an officer, director or manager of the Franchisee who avers that the information set forth in the claim is accurate and complete. The claim must be accurate and include supporting proof that a prior land right exists for the Franchisee's Facilities. If the Franchisee fails to provide the County with sufficient proof of a prior right, the Franchisee will be responsible for the actual cost of the relocation.
- 10.5. **RECOGNITION OF PRIOR RIGHTS.** In instances where the Franchisee has demonstrated a prior right in accordance with this subsection and the County requires the Franchisee to relocate its Facilities outside of its original prior right location, the County will recognize the Franchisee's prior right in the new location by issuance of an instrument/document recognizing the prior right.
- 10.6. **RELOCATION OF FACILITIES.** Without limiting or abrogating the rights of the Franchisee to seek and receive reimbursement under any applicable federal, state or local law or regulation, and consistent with applicable provisions of the Code and this Section, the County shall request, and Franchisee hereby agrees, to remove and/or relocate its Facilities to accommodate the construction or repair of public facilities or improvements in County Rights-of-Way. The County will provide an alternate location, and if necessary, new County Right-of-Way, for the installation of facilities relocated pursuant to this Section. If the alternate location causes a reduction in the level of service the County will pay for the required upgrades.
- 10.7. **COMPENSATION FOR UNDERGROUNDING.** The Franchisee shall not be required to remove existing overhead facilities and place them underground without full compensation for the costs for such activities. Compensation shall include, but not be limited to, the remaining undepreciated value of the existing facilities to be removed, removal costs of existing facilities, installation of the new underground facilities, and the reconnection costs for existing customers. The Franchisee is not responsible for the conversion of the customer's panels from overhead service to underground service. Where the facilities have deteriorated and are scheduled to

be replaced by the Franchisee or are to be relocated, the Franchisee shall participate in the costs for installing the facilities underground in a dollar amount equal to that which the Franchisee would have incurred to replace or relocate them as overhead facilities. Where the costs for undergrounding existing overhead electric facilities will be funded by parties other than the Franchisee, and so long as the area where overhead facilities to be undergrounded would permit said undergrounding, the Franchisee will not unreasonably refuse to relocate those existing overhead electric facilities underground.

11. UNDERGROUND CONDUIT

- 11.1. **NOTICE.** In the event the Franchisee installs new electrical conduit or opens a trench or replaces existing conduits within the franchise area, the Franchisee shall provide notice to a designated County representative to permit additional installation for the County of similar conduit and pull-wire. If the County wants additional similar conduit and pull-wire installed, it will so notify the Franchisee and in a timely manner provide similar conduit and pull-wire at County's expense to the Franchisee which will install it without further cost to the County. Franchisee will allow said installation to proceed in Franchisee's trench so long as said action by the County will not unreasonably interfere with the Franchisee's facilities or delay the accomplishment of the project.
- 11.2. **MINIMIZING COST AND WORK.** The County and the Franchisee shall cooperate to minimize installation costs of underground conduit and pull-wire and to minimize cutting the public streets and public easements.

12. FEES AND BUSINESS LICENSE REQUIREMENTS

- 12.1 **LICENSE FEE.** Franchisee shall maintain a valid unexpired County business license and pay all applicable business license fees in accordance with the applicable provisions of the Lander County Code during the Terms of this Agreement. Franchisee shall pay all other fees as may be required by Nevada Revised Statutes and/or other applicable laws, ordinances or regulations.
- 12.2 **FRANCHISE FEE APPLICABLE TO KINGSTON ONLY.** Pursuant to NRS Chapter 354 the Franchisee shall continue to pay to the County for the privilege of operating an electrical transmission and distribution system under this Franchise in the town of Kingston only, a sum equivalent to two percent (2%) of the annual gross receipts or operating revenues taken in or received by the Franchisee from all sales of electricity within the town of Kingston, payment to be made in quarterly installments. This fee is being assessed in accordance with decision by the Kingston Town Board to keep this 2% fee in place. The 2% of gross receipts or operating revenue shall not be assessed for any other area of the County, beginning January, 2020. If such payments are not made within thirty (30) days after they fall due, the County may, upon fifteen (15) days' written notice, declare this Franchise forfeited and null and void, reserving all remedies it may have at law or in equity to collect all sums payable to the County by the Franchisee pursuant to this Franchise to the date of such forfeiture.

- 12.3 **PAYMENT AUDITS.** No acceptance of any business license fees payment by the County shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the County may have for further or additional sums payable under this Agreement, and all amounts paid shall be subject to audit. Franchisee shall make relevant books and records available to the County as further provided below in Section 13.
- 12.4 **CONTINUING OBLIGATION.** In the event the Franchisee continues to operate all or any part of the Electrical System providing Electric Service after the term of this Agreement, then the Franchisee shall continue to comply with all applicable provisions of this Agreement, including without limitation, all compensation and other payment provisions of this Agreement, throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a renewal of or other extension of this Agreement or the Franchise.
- 12.5 **NRS CHAPTER 709 NET PROFITS PAYMENT FOR BENEFIT OF COUNTY SCHOOL DISTRICT FUND.** In accordance with NRS Chapter 709 and this Electric Franchise, Franchisee agrees that during the term of the Franchise two percent (2%) of the net profits derived from its operations under the Franchise in Lander County shall be paid to the Lander County Treasurer for the benefit of the Lander County School District fund.

13. RECORDS

- 13.1. **COMPLETE AND ACCURATE BOOKS.** Throughout the term of this Agreement, Franchisee shall make available to the County complete and accurate books of account and record regarding the Franchisee's ownership and operation of the System and the provision of Services over the system, in a manner reasonably acceptable to the County when necessary for the County to reasonably determine Franchisee's compliance with the terms and conditions of the Code and this Franchise Agreement. Franchisee shall maintain all relevant books and records for a period of at least seven (7) years following the calendar year to which the books and records pertain.
- 13.2. **RIGHT TO INSPECT.** The County shall have the right to inspect upon reasonable written notice via the US mail, other mail carriers, or electronic mail, at any time during normal business hours and within the County limits, books, records, maps, plans, service complaint logs, performance test results and other like materials of the Franchisee which relate to the operation of the System and when necessary for the County to reasonably determine Franchisee's compliance with the terms and conditions of the Code and this Franchise Agreement.
- 13.3. **"AS-BUILT" DRAWINGS.** Upon request, Franchisee shall provide the County with a set of "as-built" drawings of a specific project, or any requested portion thereof.

14. TRANSFERS AND ASSIGNMENTS

If the transfer and assignment of Franchisee's certificate of public convenience and necessity has been approved by the PUCN, the Franchise may be transferred and assigned to the same person to whom the certificate of public convenience and necessity was transferred and assigned, or to such other person as approved by the PUCN, without the prior approval of the Lander County Board of Commissioners, except that the transferee and assignee must provide a notarized document to the Lander County Board of Commissioners, acknowledging the transfer and assignment and that the transferee and assignee agrees to abide by all terms and conditions of the franchise, signed by the franchisee's and its transferee's and assignee's respective officers duly authorized to do so, on a form approved by the Lander County Board of Commissioners. The Lander County Board of Commissioners shall file such notarized document with the franchise agreement on file in the County Clerk's office.

15. MAINTENANCE AND CONSTRUCTION STANDARDS

- 15.1 **VEGETATION.** Franchisee is hereby granted the right to trim trees along the streets, alleys and public grounds of the County and any extension thereof to provide and maintain a safe installation of high voltage wires necessary, convenient or useful in the operation of its said System. In so doing, Franchisee will comply with Franchisee's established tree trimming standard and provide reasonable notice to the County of the general location and time for Franchisee's tree trimming activities. The County and the Franchisee shall make good faith efforts and take reasonable steps to prevent new vegetation from being planted which, at maturity, will grow within ten feet of an energized conductor.
- 15.2 **MAINTENANCE AND OPERATION OF FACILITIES.** Franchisee shall maintain and operate its Facilities and render efficient service in accordance with the provisions of this Agreement and in accordance with the rules, regulations and orders of the PUCN as they now exist and as they may hereafter be amended or changed.
- 15.3 **CONSTRUCTION STANDARDS.** All lines and appurtenances which shall be laid and used under and pursuant to the provisions of this Franchise and in the exercise hereof shall be installed, constructed and maintained in accordance with any applicable codes, ordinances and regulations of the County, the Nevada Revised Statutes, the Nevada Administrative Code, and orders of the Public Utilities Commission of Nevada, and in a good and workmanlike manner, and shall be maintained in compliance with all such valid laws, ordinances, rules, regulations, codes and orders as are then in force.

16. REVOCATION AND PENALTIES

- 16.1. **COUNTY'S RIGHT TO TERMINATE.** Except as otherwise specifically provided herein, any violation by the Franchisee, or, subject to the restrictions on transfer, its vendee, lessee, successors or assigns of the provisions of this Franchise or of any material portions hereof, or the failure promptly to perform any of the provisions hereof, shall be cause for the forfeiture of this Franchise and all rights

hereunder by the County if such violation or failure continues for a period of fifteen (15) days after written notice by the County.

- 16.2. **FINES AND PENALTIES.** After providing notice as provided in Section 16.1, in addition to any other rights and remedies available to the County for a violation or failure on the part of Franchisee, the County Commission may impose upon the Franchisee reasonable fines or penalties in an amount not to exceed five hundred dollars (\$500.00) per day, with a total amount per occurrence to be no greater than one hundred thousand dollars (\$100,000.00), if the Lander County Board of Commissioners finds that the Franchisee has failed to comply with any of the conditions or obligations imposed by this Franchise Agreement or any applicable provisions of the Code, except as otherwise specifically provided herein. For purposes of this Agreement, "occurrence" refers to an event and not individual instances of damage or loss that cumulatively result from an event. These fines or penalties shall be in addition to any other remedies available by law or in equity to the County. Any such fines or penalties shall be due within thirty (30) days of Franchisee's receipt of written notification by County of the fine or penalty, shall be made payable to the County Clerk and shall be delivered to the Lander County Board of Commissioners at the County's address indicated in this Agreement. A late charge of two percent (2%) of the fine or penalty imposed shall be assessed if the fine or penalty is not paid within such thirty (30) days of the written notification.
- 16.3. **DEDUCTION FROM SECURITY DEPOSIT.** If a fine or penalty which has been imposed by the County Commission is not paid within such thirty (30) days, Franchisee hereby grants the County authorization to deduct the amount of the fines or penalties plus late charges, if any, from the Franchisee's security deposit provided for such purposes, if required by provisions of the County Code. If at any time the County has drawn upon such security deposit, the Franchisee shall within thirty (30) days of notification from the County replenish such security deposit to the original minimum amount established by this Agreement.

17. INDEMNIFICATION

- 17.1. **SCOPE.** Franchisee shall fully indemnify, defend and hold harmless the County, its officers, boards, commissions, elected officials, agents, attorneys, representatives, servants and employees against all costs, damages, expenses, claims, suits, actions, liabilities and judgments for damages, including but not limited to, expenses for legal fees, and disbursements and liabilities incurred or assumed by County in connection with:
- 17.1.1. Damage to persons or property, in any way arising out of or through the acts or omissions of Franchisee, its servants, officials, agents, attorneys, representatives or employees during the operation, construction or maintenance of the Electrical System.
- 17.1.2. Any and all claims arising out of Franchisee's failure to comply with the provisions of the Code, this Agreement or any federal, state or local law, or regulation applicable to Franchisee or the Electrical System.

- 17.2. **DUTY TO DEFEND AND INDEMNIFY.** If a lawsuit covered by the provisions of Subsection 17.1 shall be brought against County or any person indemnified pursuant to this Agreement, either independently or jointly with Franchisee, or with any other person or municipality, the Franchisee, upon no less than ten (10) business days' notice given by County, shall defend County and/or the other person(s) indemnified at the cost of the Franchisee. If final judgment is obtained against County, either independently or jointly with Franchisee or any other defendants indemnified hereunder, the Franchisee shall indemnify County and/or other person(s) indemnified and pay such judgment with all costs and satisfy and discharge the same.
- 17.3. **DUTY TO COOPERATE.** County shall cooperate with the Franchisee and reserves the right to participate in the defense of any litigation.
- 17.4. **NO WAIVER OF IMMUNITIES.** The County is in no manner or means waiving any governmental immunity it may enjoy or any immunity for its agents, officials, servants, attorneys, representatives and/or employees.
- 17.5. **INDEMNIFICATION IN ADDITION TO OTHER RIGHTS.** All rights of County, pursuant to indemnification, insurance, or performance bond(s), as provided for by the County Code or this Agreement, are in addition to all other rights the County may have under the Code, this Agreement, or any other Franchising requirements, rule, regulation or law.
- 17.6. **NO WAIVER.** The County's exercise of or failure to exercise all rights pursuant to any Section of this Agreement shall not affect in any way the right of the County subsequently to exercise any such rights or any other right of County under this Agreement or any other rule, regulation or law.
- 17.7. **CONSTRUCTION.** It is the purpose of this Section to provide maximum indemnification to the County under the terms and conditions expressed and, in the event of a dispute, this Section shall be construed (to the greatest extent permitted by law) to provide for the indemnification of the County by the Franchisee.
- 17.8. **VALID PROVISIONS UNAFFECTED BY FINDING OF VOIDNESS.** The provisions of this Section shall not be dependent or conditioned upon the validity of the Code, this Agreement, or the validity of any of the procedures or agreements involved in the award or renewal of a Franchise, but shall be and remain a binding right and obligation of the County and Franchisee even if part or all of the Code, this Agreement, or the grant or renewal of a Franchise, is declared null and void in a legal or administrative proceeding. It shall be the express intent of the Franchisee and County, upon the effective date of the Franchise, that the provisions of this Section survive any such declaration and shall be a binding obligation of and inure to the benefit of the Franchisee and County and their respective successors and assigns, if any.
- 17.9. **NEGLIGENCE EXCEPTION.** Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify the County for its negligence for the County's use of the Electrical System, or for the County's use of any facilities provided by Franchisee pursuant to this Agreement.

17.10. **SURVIVAL.** The provisions of this Section 17 shall survive termination of this Agreement.

18. INSURANCE

18.1. **LIABILITY INSURANCE; SCOPE.** Unless Franchisee meets the self-insurance requirements set forth in Subsection 18.3 below, the Franchisee shall file with the County Clerk and shall thereafter during the entire term of such Franchise maintain in full force and effect, at its own expense, a general comprehensive liability insurance policy or policies which shall insure Franchisee and provide primary coverage for the County, its officers, boards, commissions, elected officials, agents, attorneys, representatives, servants and employees against liability for loss or liability for personal injury, death, property damage (both automobile and non-automobile caused), or other damages in accordance with the Insurance Requirements described in Subsection 18.2.

18.2. **POLICY AND COVERAGE REQUIREMENTS.** Such policy or policies shall be issued by a company licensed to do business in the State of Nevada which have a Best rating of "A" or better, and shall be in a form agreed to by the County District Attorney, with minimum combined single limits of liability coverage in the amount of two million dollars (\$2,000,000) and four million dollars (\$4,000,000) aggregate. The policy or policies shall name the County, its officers, boards, commissions, elected officials, agents, attorneys, representatives, servants and employees as additional insured ("Additional Insured Group") and contain a provision that a written notice of any cancellation of said policy shall be delivered to the County Clerk thirty (30) days in advance of the effective date thereof. Any substitute policy or policies shall be subject to the same approvals and shall comply with all the provisions of this Subsection. The Lander County Board of Commissioners or designee may require increases in the amount of types of coverage no more frequently than every three (3) years. The Franchisee shall have three (3) months from the date of notification from the Lander County Board of Commissioners to comply with any increase.

18.3. **SELF-INSURANCE.** Upon written approval by the Lander County Board of Commissioners, which shall not be unreasonably withheld, Franchisee may fulfill the insurance obligations under Subsection 18.2 (including, without limitation, coverage for work performed by Franchisee's contractors and subcontractors) pursuant to self-insurance, if the following conditions are met:

18.3.1. Franchisee has in effect prior to the execution of this Agreement, a program of "self-insurance;"

18.3.2. Franchisee agrees to protect County and any other member of the Additional Insured Group at the same level with respect to types of coverage and minimum limits of liability as County would have required of third-party insurance;

18.3.3. Franchisee agrees that such self-insurance shall include all duties, obligations and responsibilities with respect to any claim made under such self-insurance program (including, without limitation, providing a defense

for County and the other members of the Additional Insured Group) in any claim, lawsuit or other proceeding seeking damages for which an insurance carrier would otherwise be obligated by statute or common law to provide a defense, and if Franchisee questions such obligation where it is claimed by County, Franchisee shall nevertheless provide such defense with a reservation of the right to receive reimbursement from County if a final determination is made subsequently by a court of competent jurisdiction that such obligation did not exist), as well as all other provisions set forth in this Agreement which otherwise would have been applicable if Franchisee had obtained such insurance coverage from a third party;

18.3.4. Franchisee agrees that any insurance carried by County is in excess of Franchisee's self-insurance and will not contribute to it;

18.3.5. Franchisee provides to County the name and address of its claims administrator;

18.3.6. Franchisee agrees that it shall not reduce its coverage below the level or types of coverages which are required pursuant to Subsection 18.2 above;

18.3.7. Franchisee maintains a minimum net worth and minimum net current assets, as defined by generally accepted accounting principles, adequate in the Lander County Board of Commissioners judgment to support Franchisee's self-insurance obligations hereunder; and

18.3.8. Franchisee has complied with all laws pertaining to self-insurance.

18.4. **DELIVERY OF INSURANCE INFORMATION TO COUNTY.** No Franchise granted under this Agreement shall be effective unless and until each of the foregoing policies of insurance as required in Section 18 has been delivered to the County Clerk, or Franchisee has provided to County a letter in form and substance satisfactory to County which certifies that Franchisee meets the self-insurance requirements of Subsection 18.3.

19. LOCAL EMERGENCY

In case of fire, flood, earthquake, tornado, snow-emergency, acts of war, elements of nature or acts of God, terrorism, riots, civil disorders, rebellions or revolutions, court order or any other emergency as determined by the County in its sole discretion, the County may cut, move or relocate any portion of the Electrical System without incurring any liability to the Franchisee. To the extent practicable, Franchisee shall be consulted prior to any such cutting, moving, or relocation of the Electrical System and be given the opportunity to perform such work itself. All costs to repair or replace parts of the Electrical System damaged or destroyed during a local emergency shall be borne by the Franchisee.

20. SECURITY FOR PERFORMANCE

The Franchisee shall secure, maintain, and provide the County with security for performance in a form consistent and if required by the provisions of Lander County Code, as amended from time-to-time, and in an amount determined by resolution of the Lander County Board of Commissioners. The County may draw upon the surety to obtain payment

of sums due from Franchisee to the County under this Agreement, if such sums (including but not limited to, assessed fines or penalties and late charges, if any) are not timely paid and remain unpaid at least ten (10) days after written notice to Franchisee. At all times during the term of this Agreement, Franchisee shall replenish the security to its full amount within thirty (30) days of receiving notice that some or all of the security has been drawn upon by the County.

21. SEVERABILITY

If any section, paragraph, sentence or clause of this Agreement is declared by a court of competent jurisdiction to be unenforceable or void due to public policy or otherwise, then the remaining provisions of such agreement shall nonetheless remain in force to the fullest extent permitted by law.

22. NO THIRD-PARTY BENEFICIARY

This Agreement does not create for the public, or any member thereof, a third-party beneficiary right or remedy.

23. EFFECT OF COMPLIANCE INSPECTIONS

Any inspections or subsequent approvals undertaken by the County pursuant to this Agreement are undertaken solely to ensure compliance with this Agreement and are not undertaken for the safety or other benefit of any individual or group of individuals as members of the public. Provisions of the Code dealing with inspection or approval by the County do not expand the County's general law duties, nor does any inspection or approval by the County reduce or eliminate any liability of Franchisee.

24. NOTICES

All notices, reports, or demands required to be given to or served on the County and/or Franchisee shall be in writing and shall be deemed to have been given when delivered personally to the persons designated below, or when one hundred twenty(120) hours have elapsed after being deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, or on the next business day if sent by express mail or overnight air courier addressed to the party to which notice is being given. Either party may by notice to the other change its address for receipt of notices.

NOTICES SHALL BE DIRECTED AS FOLLOWS:

To Franchisee:

Sierra Pacific Power, d/b/a NV Energy
6100 Neil Rd.
Reno, Nevada 89511

With copies to:

Vice President, Business Development and Community Strategy
P.O. Box 10100
Reno, NV 89520

To the County:

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

With copies to:

Lander County District Attorney
P.O. Box 187
Battle Mountain, Nevada 89820

25. FORCE MAJEURE

- 25.1. **EVENTS GIVING RISE TO FORCE MAJEURE.** The Franchisee shall be not liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, tornado, snow-emergency, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order (a "Force Majeure Event").
- 25.2. **EXCUSED FROM PERFORMANCE.** Upon the occurrence of a Force Majeure Event, the Franchisee shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event, except for the payment of money, for as long as: (1) such Force Majeure Event continues; and (2) the Franchisee continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

26. NO WAIVER; CUMULATIVE REMEDIES

The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right to later enforce the same. No waiver by any Party of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy.

27. CONSTRUCTION OF AGREEMENT

The terms and provisions of this Agreement shall not be construed strictly in favor of or against either party, regardless of which Party drafted any of its provisions.

28. NO JOINT VENTURE

NOTHING HEREIN SHALL BE DEEMED TO CREATE A JOINT VENTURE OR PRINCIPAL-AGENT RELATIONSHIP BETWEEN THE PARTIES, AND NEITHER PARTY IS AUTHORIZED TO, NOR SHALL EITHER PARTY ACT TOWARD THIRD PERSONS OR THE PUBLIC IN ANY MANNER THAT WOULD INDICATE ANY SUCH RELATIONSHIP WITH THE OTHER.

29. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada and, to the extent applicable, the laws of the United States of America. The Eleventh Judicial District Court in and for the County of Lander, State of Nevada shall have jurisdiction and venue over all disputes arising under this Agreement.

30. ENTIRE UNDERSTANDING OF THE PARTIES

This Agreement (including the exhibits to this Agreement) constitutes the entire agreement of the Parties with respect to the matters addressed herein. This Agreement may not be amended, nor may any of the terms, covenants, representations, warranties or conditions hereof be waived, except by a written instrument executed by the Party against which such amendment is to be charged.

31. SUBJECT TO LAWS AND POLICE POWERS

Franchisee agrees to comply with all statutes, ordinances, laws, rules, regulations, and requirements under Federal, State, County and other local authority (collectively, "Laws") applicable to the terms and conditions of this Agreement. All terms and conditions of this Agreement shall be subject to all applicable Laws and to the extent that any term or condition is in violation of any applicable Law, such term or condition shall be void and unenforceable. Any conflict between the provisions of this Agreement and any present or future lawful exercise of the County's police powers shall be resolved in favor of the latter. Subject to the right of the County police powers, in the event of a conflict between this Agreement and any ordinance of general applicability, such conflict shall be resolved in favor of the ordinance.

Franchisee agrees that, to the extent it may be applicable to this Franchise and activities conducted pursuant to this Franchise, Franchisee shall comply with the Americans with Disabilities Act (42 U.S.C., Section 1201, *et seq.*) and with the regulations promulgated pursuant thereto.

32. RETENTION OF SOVEREIGN IMMUNITY PROTECTIONS

Notwithstanding any other provision in this Agreement, nothing herein shall be construed to compromise, reduce or otherwise limit the rights of the County to sovereign immunity or other liability protections for government entities, employees and agents

under the Law, including, but not limited to, its sovereign immunity rights under Chapter 41, Nevada Revised Statutes and all such rights are hereby reserved by the County.

33. AUTHORITY TO EXECUTE AGREEMENT

County hereby represents and warrants to Franchisee that the execution of this Agreement by its undersigned officers has been duly authorized and approved by its governing board in accordance with applicable law and regulations. Franchisee hereby represents and warrants to County that the execution of this Agreement by its undersigned officers is duly authorized and is in accordance with applicable law and Franchisee's corporate bylaws.

34. BINDING EFFECT

All of the rights and obligations under this Agreement shall be binding and inure to the benefit of the Parties hereto and their respective successors, permitted transferees, and assigns.

35. INCORPORATION OF EXHIBITS

Each recital and every exhibit to which reference is made in this Agreement is hereby incorporated in this Agreement by this reference.

36. SECTION AND PARAGRAPH HEADINGS

The headings which appear at the commencement of each section are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between any heading and the section itself, the section itself and not the heading shall control as to construction.

37. SURVIVAL

The representations, warranties, indemnities and waivers set forth in this Agreement, and provisions relating to payments and record retention, shall survive the termination, for any reason whatsoever, of this Agreement.

38. DAYS

All references to "days" herein shall mean calendar days, unless otherwise indicated.

39. TIME OF THE ESSENCE

Time is of the essence regarding the performance of Franchisee's obligations under this Agreement.

40. GIFTS

Except where permitted by state law and local ordinance, no officer or employee of Franchisee shall offer to any officer or employee of the County, either directly or indirectly, any rebate, gift, money, service without charge or other thing of value, except where given for the use and benefit of the County.

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DRAFT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the dates below their signatures and it shall be effective when fully executed.

UTILITY:

**SIERRA PACIFIC POWER COMPANY,
D/B/A NV ENERGY,**
a Nevada corporation

By: _____

Name: _____

Its: _____

Date: _____

COUNTY:

COUNTY OF LANDER, a municipal
corporation and political subdivision of the
State of Nevada

By: _____

Date: _____

ATTEST:

By: _____
County Clerk

Lander County Commissioners Meeting
December 5, 2019

Agenda Item Number __12__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

COUNTY MANAGER: For possible action, to approve/disapprove the creation of a complete count committee for the 2020 census and if approved to develop a strategy.

Public Comment:

Background:

Recommended action:

MAKE IT COUNT: COUNTIES AND CENSUS 2020

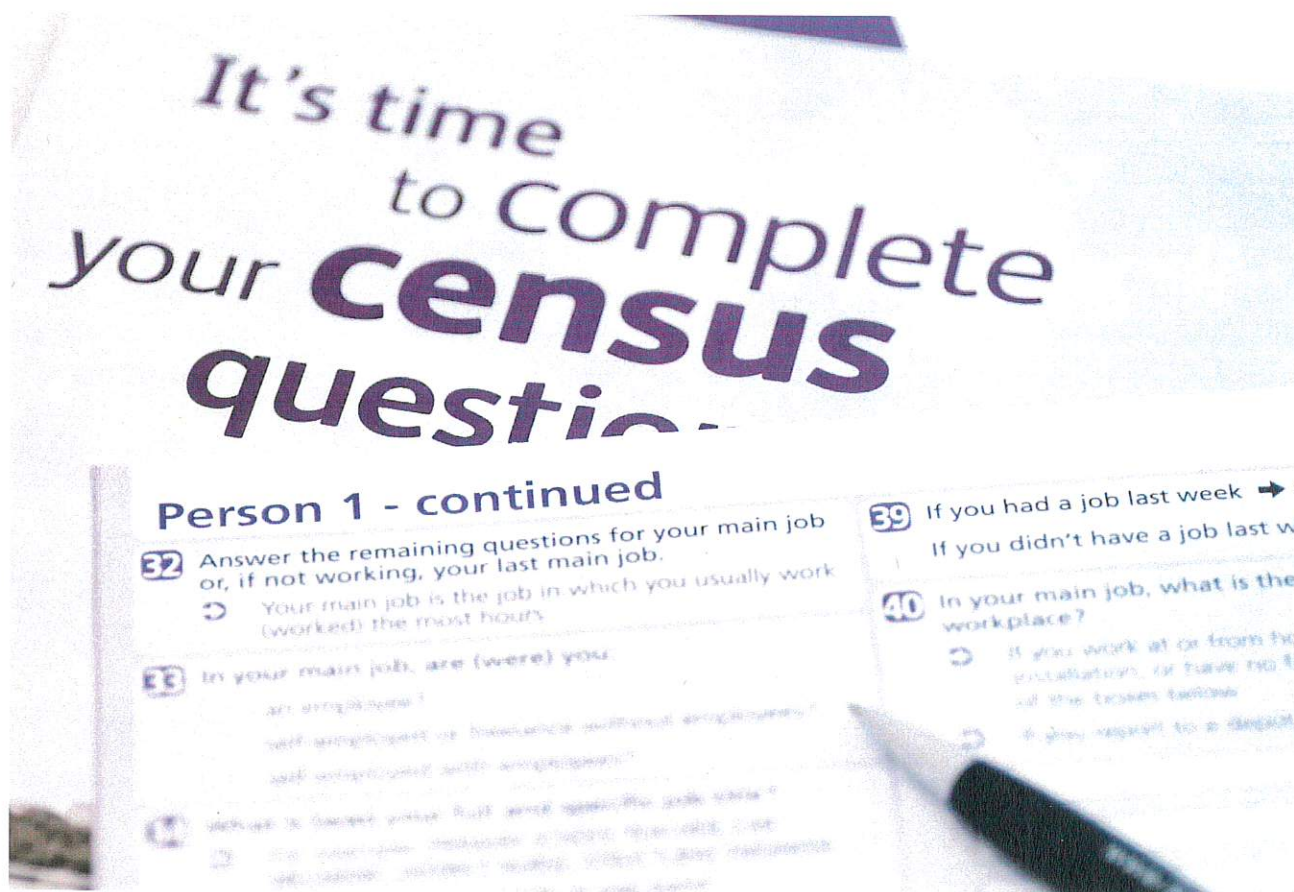


INTRODUCTION

With nearly a trillion dollars in federal funding apportioned each year based on Census results, an accurate, complete count is crucial to county governments and their residents.¹ Funding for health care, economic development, infrastructure, education and other critical local services is informed by Census results. County governments must be prepared to navigate challenges in achieving a complete Census count in 2020, including concerns about data security and the impacts of moving to an online form for populations without adequate internet and technology access.

Since early 2019, many counties around the country have been hard at work preparing for the 2020 Census by organizing local Complete Count Committees, coordinating with other governmental partners, and developing relationships with community organizations.

Many other counties are just beginning to organize their Complete Count Committee and develop their strategy for 2020. Like a runner preparing for a marathon in 8 weeks instead of the prescribed 12 to 20 weeks of training, this accelerated timetable creates additional challenges, but these challenges can be managed and mitigated. This brief provides strategies and insights on two key steps that any county can take to start organizing their Complete Count Committee to meet the unique needs of their community and establish partnerships with trusted community partners.



Step 1: Organize Your Complete Count Committee with the Right Staff and Structure

Most Complete Count Committees are comprised of a strong mix of government, business, civic and community stakeholders, but many of them do not have dedicated staff to implement their strategy and lead their operations on a daily basis. Finding the resources to staff a Complete Count Committee is not easy during a time when many county governments have limited budgetary flexibility,² but the impact for those counties who do have dedicated staffing is tangible.

The Austin-Travis County, Texas Complete Count Committee is being led by its first ever, full-time Census Program Manager. This position is jointly funded via \$50,000 from Travis County (through the use of one-time funds), and the City of Austin (as part of its annual budget process).

Collaborating to fund the Program Manager position not only allowed the county and city to deepen an already strong working relationship, but it allows the Committee to operate with an attention detail and level of urgency that is hard to find when the Census is just one part of an executive staff member's day to day responsibilities. It also allows the region to take a comprehensive approach to outreach, and leverage economies of scale.

The Austin-Travis County Program Manager has developed a communications and outreach strategy and is leading an effort to raise \$1M with a regional partner to execute that strategy by leveraging \$200,000 investments by both Travis County and the City of Austin.

Yet, having dedicated staff is simply not possible for many counties. In those cases, it is even more important that the Complete Count Committee include the right mix of staff from the county executive office, other key county departments, nonprofit and philanthropic partners, and community members.

The formation of the Erie County, N.Y. Complete Count Committee began in April 2019 with an Executive Order signed by County Executive Marc Poloncarz.

The Committee is co-chaired by representatives from key internal departments like the Department of Environment and Planning, who were involved in the Local Update of Census Addresses and bring valuable mapping capabilities; governmental partners like the City of Buffalo; and external partners like the Community Foundation for Greater Buffalo, a key resource for fundraising efforts.

Though the Committee has more than 70 members, strategic decisions are made by an informal "Executive Committee" comprised of a Community Liaison from the County Executive's Office, the co-chairs, the Director of Buffalo and Erie County Public Library, staff from the Community Foundation for Greater Buffalo and the director of Buffalo Area Census Office.

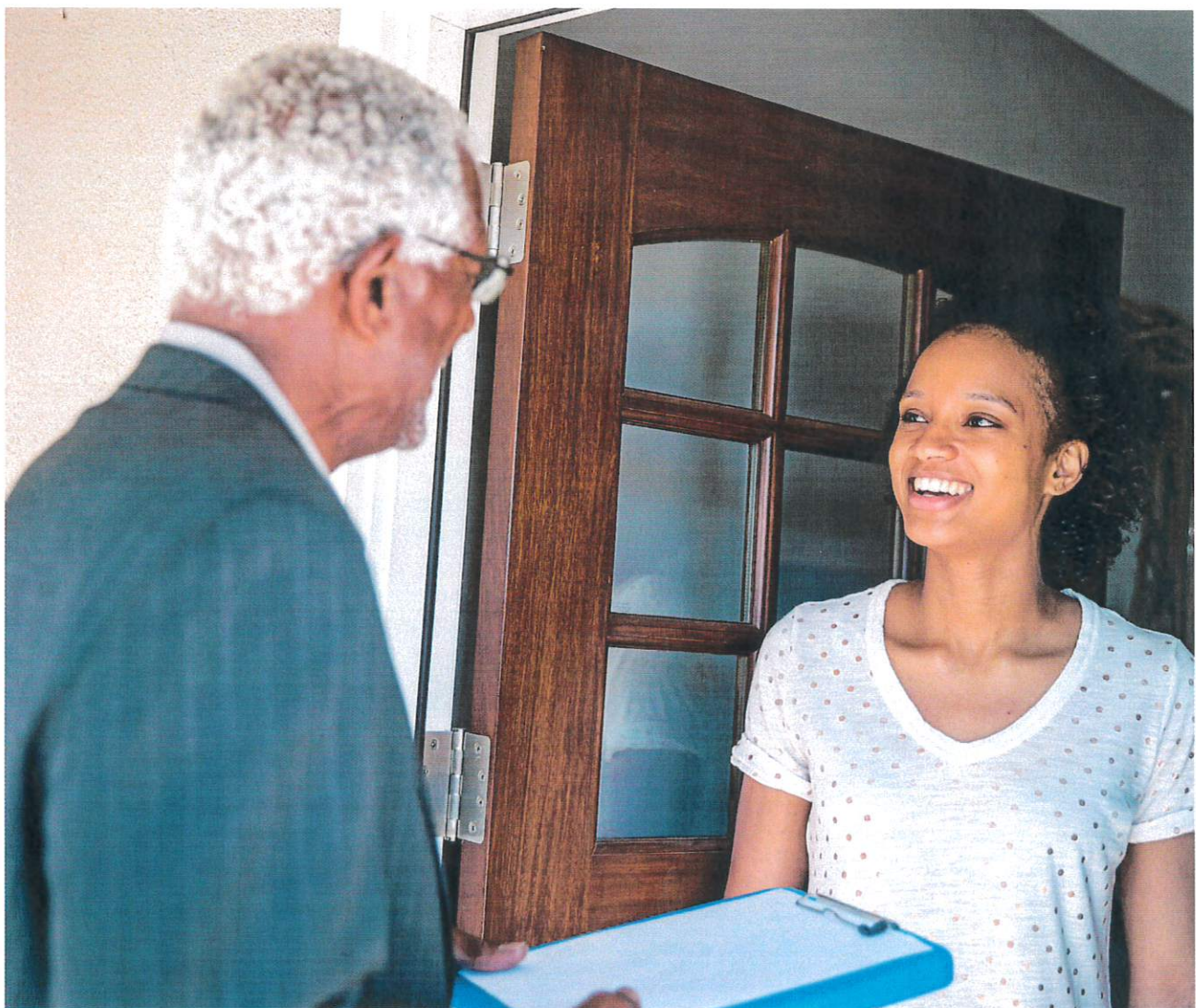
The "Executive Committee", which meets monthly and communicates regularly, provides a replicable structure that fosters strong cross-sector working relationships. The model allows Erie County to serve as a convener and coordinator without having all the operational responsibilities for the area's Census outreach.

Arlington County, Va. organized their Complete Count Committee with a focus on finding individual community members, not just organizations, who represent the county's diversity across a number of characteristics, including race, neighborhood, and incomes.

Census efforts in the county are led by an Assistant County Manager for Communications and Public Engagement, and a Principle Planner and Demographer for the county. Both are executive staff whose primary duties naturally align with the day to day needs of supporting the Committee. And an additional four staff members spend approximately 20 percent of their time supporting the Census.

The 42-member Committee includes 30 community members, county board and school board liaisons, and nine liaisons for key departments including fire, police, parks and recreation and libraries.

The Committee also operates with only four subcommittees focused on communications, donation support, hard to reach populations, and partnerships.



Step 2: Identify and Target Your Most Hard to Count Communities with Trusted Partners

Regardless of how your Complete Count Committee is organized, building effective relationships in hard to reach communities will be necessary to ensure a complete and accurate count. Establishing these relationships, however, is sometimes easier said than done. For example, research conducted by the National Association of Latino Elected and Appointed Officials Educational Fund found that elected officials were among the least trusted sources of information for Latinx participation, while healthcare providers, community organizations, and educators were highly trusted messengers³. This doesn't mean that local officials shouldn't lead or be highly engaged in driving participating efforts, but it is important to understand where certain communities are and who can best connect with them.

Based on the unique needs of your community, it will be important to identify the trusted messengers in your hard to reach communities and build relationships with them by supporting ongoing outreach activities or educating them on the importance of a complete count.

In Cooke County, Texas, a rural county with a population of 40,000, there is not a strong tradition of civic engagement between the county's Hispanic community and local government, including during the 2010 Census. At almost 20 percent of its population, garnering stronger participation from the Hispanic community is a priority for Cooke County Judge Jason Brinkley

The county has focused its outreach efforts on working with churches with large Hispanic congregations and the Gainesville Independent School District, the only one of three local school districts with a majority Hispanic student population.

Understanding that it will take time to build these relationships, the county's outreach message has emphasized the potential loss of funding for schools and community resources, a strategy that NALEO's research also identified as effective for Latinx communities.

With a population of more than 2 million, the King County, Wash. Regional Census Committee has a targeted focus on developing outreach and engagement strategies in South King County because it is home to the highest concentration of historically undercounted communities in hard-to-count census tracts

King County, in partnership with the Cities of Seattle, Bellevue, Kirkland, and Redmond, along with the Seattle Foundation, contributed dollars to the Regional Census Fund (RCF). RCF has roughly \$1.2 million in funding for grants to community organizations to mobilize hard to count communities over a spring and fall cycle. The first round saw 21 organizations granted \$710,000 to focus on outreach and engagement efforts within King County and the second round of applications is currently in the review process.

County officials suggest that the best communication strategies for hard to reach communities are coming from community organizations when they apply for funding. Rather than county government developing its own outreach strategy, members of these unique communities are telling King County the best strategies for communication and what type of resources are required.

The City of Seattle and King County identified Pacific Islanders, Latinx and African American populations, and the funding is a priority to organizations working in those communities.

Even without providing grants, counties can support community organizations simply through training on Census messaging and providing logistical support for organizations that are already promoting outreach in hard to reach communities.

Without a large pool of funding to award to community organizations, **Arlington County** has empowered more than 160 community organizations to serve as ambassadors to communicate the importance of the Census within their communities.

Inspired by the local chapter of Asian and Pacific Islander America Votes and other partners who developed their own independent Complete Count Committee for Travis County's Asian community, **Travis County** is supporting the development of similar Complete Count Committees for the Latinx and African American communities.

King County is working with its municipal partners to ensure that community organizations can regularly access space in community centers, libraries and other local government facilities for public meetings and other preparation activities.

CONCLUSION

Whether your county has been preparing for the 2020 Census for over a year or is just beginning to organize a Complete Count Committee, there are important steps that can be taken to get ready. Making sure that your Complete Count Committee is organized and structured based on the resources and needs of your community, and identifying your hard to count communities and building partnerships with trusted messengers in those communities are two important steps your county can implement to run a strong race from start to finish.

ENDNOTES

¹George Washington Institute of Public Policy, "Fifty-five Large Federal Census-guided Spending Programs: Distribution by State", Counting for Dollars 2020: Report #5, May 2019

²ICMA, 2019 State and Local Fiscal Facts, March 2019

³NALEO Educational Fund, Census 2020: Research and Messaging, January 2019

Lander County Commissioners Meeting
December 5, 2019

Agenda Item Number __13__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

COUNTY MANAGER: For discussion and possible action regarding the performance evaluation of Keith Westengard including but not limited to: termination, suspension, demotion, reduction in pay, reprimand, promotion, endorsement, engagement, retention, or "no action", and all other matters properly related thereto. (Per NRS 241.031)

Public Comment:

Background:

Recommended action:

PROOF OF SERVICE
PURSUANT TO NRS 241.033

I, JEANNE FALZONE, do hereby swear under the pains and penalties of perjury that I am over the age of eighteen (18), and I personally served a letter to Keith Westengard dated November 25, 2019, a copy of which is attached hereto as Exhibit A.

DATED this 25th day of November 2019 at 2:30 p.m.


Signature

JEANNE FALZONE
Printed Name

EXHIBIT A

HY FORGERON

Chief Deputy
District Attorney



ELIZABETH BARELA

Office Manager

THEODORE C. HERRERA
LANDER COUNTY DISTRICT ATTORNEY

315 S. Humboldt Street PO Box 187 Battle Mountain, Nevada 89820
(775) 635-5195 Facsimile (775) 635-8209

November 25, 2019

Keith Westengard
County Manager
50 State Route 305
Battle Mountain, NV 89820

RE: Notice of Meeting of the Lander County Board of Commissioners to consider your Character, Alleged Misconduct or Professional Competence.

Dear Mr. Westengard:

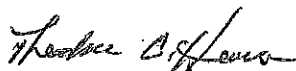
In connection with your performance as the County Manager to the Lander County Board of Commissioners, the Board may consider your character, alleged misconduct, or professional competence when it renders an evaluation of your job performance at its meeting on November 21, 2019. During the evaluations review, the Board of Commissioners will provide its recommendations.

The meeting will begin at **9:00 a.m. on December 5, 2019** at the Lander County Courthouse located at 50 State Route 305, in Battle Mountain, Nevada. The meeting is a public meeting, and because you are the County Manager for Lander County, who is appointed and serves at the pleasure of the Board, NRS 241.031 requires that your evaluation be conducted during an open meeting.

The following general topics may be considered: your performance as the County Manager, your job description, job duties, possible acts of misconduct, and other matters properly related thereto. You are welcome to attend the meeting, have an attorney or other representative of your choosing present, present written evidence, provide testimony, and present witnesses relating to your character, alleged misconduct or professional competence.

The Board shall determine, after considering your character, alleged misconduct or professional competence, a proper evaluation of your job performance at this meeting. This informational statement is in lieu of any notice that may be required pursuant to NRS 241.034. This notice is provided to you pursuant to NRS 241.033.

Sincerely,

A handwritten signature in cursive script, appearing to read "Theodore C. Herrera".

Theodore C. Herrera
Lander County District Attorney

TCH/jf

NRS 241.031 Meeting to consider character, misconduct or competence of elected member of public body or certain public officers.

1. Except as otherwise provided in subsection 2, a public body shall not hold a closed meeting to consider the character, alleged misconduct or professional competence of:

(a) An elected member of a public body; or

(b) A person who is an appointed public officer or who serves at the pleasure of a public body as a chief executive or administrative officer or in a comparable position, including, without limitation, a president of a university, state college or community college within the Nevada System of Higher Education, a superintendent of a county school district, a county manager and a city manager.

2. The prohibition set forth in subsection 1 does not apply if the consideration of the character, alleged misconduct or professional competence of the person does not pertain to his or her role as an elected member of a public body or an appointed public officer or other officer described in paragraph (b) of subsection 1, as applicable.

(Added to NRS by 1993, 2636; A 2005, 2245)

NEVADA CASES.

Board of regents did not consider character, misconduct, competence or health of a regent when deciding not to release a press advisory after the conduct of a nonpublic poll. Where a quorum of the members of the board of regents using serial electronic communication participated in a decision whether or not to release a press advisory regarding another regent, the supreme court held that the board of regents did not violate NRS 241.031 or 241.033 because the board did not consider the character, alleged misconduct, professional competence or physical or mental health of the regent to which the advisory referred. Del Papa v. Board of Regents, 114 Nev. 388, 956 P.2d 770 (1998)

ATTORNEY GENERAL'S OPINIONS.

Local ethics board may not conduct a closed meeting to consider the past conduct of an elected city councilperson. NRS 241.020 requires all meetings of public bodies to be public meetings unless otherwise specifically provided by statute. Since no statute provides a local ethics board (see former NRS 281.541; cf. NRS 281A.350) with a specific exemption from NRS 241.020 to conduct a closed meeting to consider an application of a local ethics code to the past conduct of an elected city councilperson, such a closed meeting is impermissible. (See also NRS 241.030 and 241.031.) AGO 94-21 (7-29-1994)

OPEN MEETING LAW OPINIONS.

(N.B., these opinions were rendered by the attorney general as a guideline for enforcing the open meeting law and not as a written opinion requested pursuant to NRS 228.150.)

Board of county commissioners acted properly to interview and select an acting district attorney in open session. Where: (1) an agenda for the meeting of a board of county commissioners indicated that the board would conduct interviews for the position of acting district attorney in a closed session but would actually select the acting district attorney in an open session; and (2) contrary to the agenda, the board conducted the interviews in an open session, the attorney general concluded that although the agenda for the meeting was flawed (see NRS 241.020), the fact that the provisions of NRS 241.031 prohibited the interviews from being conducted in a closed session meant that the board did the correct thing by opening up the entire process. OMLO 97-20 (11-6-1997)

Counsel properly cautioned public body not to discuss the character of a public employee. Where, during the public comment portion (see NRS 241.020) of a meeting of a public body: (1) a member of the public made certain comments regarding the conduct of an administrator of a state agency; (2) the chairman of the public body interrupted the comments; and (3) counsel for the public body cautioned the public body that the provisions of NRS 241.031 and 241.033 were controlling with respect to meetings concerned with the character of public employees, the public body did not violate the open meeting law by properly limiting its consideration of such matters on the advice of its counsel. OMLO 2001-06 (3-5-2001)

Board of Regents violated Open Meeting Law by using closed meeting to consider the character, alleged misconduct and professional competence of a person who was an elected public officer in addition to being a university employee. During a closed session (see NRS 241.030), the Board of Regents of the University and Community College System of Nevada (now the Nevada System of Higher Education) discussed the character, alleged misconduct and professional competence of a person who was both an elected Nevada Legislator and an employee of the System. Counsel for the Board asserted that such activity did not violate NRS 241.031 because the Board had considered such matters in the context of the person's employment by the System and not in the context of the person's role as a Legislator. According to the Attorney General, the Board discussed the person in question in both such capacities and its discussions regarding the person's two responsibilities were inextricably intertwined. Thus, the Attorney General concluded that the Board had violated the provisions of NRS 241.031.

(N.B., opinion issued before NRS 241.031 was amended in 2005 to specify that the prohibition set forth in the section does not apply where the consideration of a person's character, alleged misconduct or professional competence does not pertain to his role as an elected or appointed public officer.) OMLO 2004-01 (1-13-2004)

Citizens recruitment committee formed by Mayor to review and screen candidates for City Manager not public body subject to Open Meeting Law. Where: (1) the Mayor of the City of Fernley formed a citizens recruitment committee to review and screen candidates for City Manager; (2) the committee reported to and worked with the Mayor; and (3) until the committee and the Mayor selected the finalists for the City Manager position, the City Council had no part in the selection process for the position and no access to the applications and resumes of the applicants, the committee was not a public body (NRS 241.015) subject to the Open Meeting Law (NRS ch. 241). Since the committee was not a public body, the committee was free to review and screen initial applications for the position of City Manager in private without disclosure of the applications and resumes of the initial applicants. The former provisions of NRS 241.020(5) and (6) (cf. NRS 241.020(6) and (7)) and the provisions of NRS 241.031 did not apply until the City Council received the names of the finalists. OMLO 2009-02 (8-12-2009)

NRS 241.033 Meeting to consider character, misconduct, competence or health of person or to consider appeal of results of examination: Written notice to person required; exception; public body required to allow person whose character, misconduct, competence or health is to be considered to attend with representative and to present evidence; attendance of additional persons; copy of record.

1. Except as otherwise provided in subsection 7, a public body shall not hold a meeting to consider the character, alleged misconduct, professional competence, or physical or mental health of any person or to consider an appeal by a person of the results of an examination conducted by or on behalf of the public body unless it has:

- (a) Given written notice to that person of the time and place of the meeting; and
- (b) Received proof of service of the notice.

2. The written notice required pursuant to subsection 1:

- (a) Except as otherwise provided in subsection 3, must be:

- (1) Delivered personally to that person at least 5 working days before the meeting; or

- (2) Sent by certified mail to the last known address of that person at least 21 working days before the meeting.

- (b) May, with respect to a meeting to consider the character, alleged misconduct, professional competence, or physical or mental health of a person, include an informational statement setting forth that the public body may, without further notice, take administrative action against the person if the public body determines that such administrative action is warranted after considering the character, alleged misconduct, professional competence, or physical or mental health of the person.

- (c) Must include:

- (1) A list of the general topics concerning the person that will be considered by the public body during the closed meeting; and

- (2) A statement of the provisions of subsection 4, if applicable.

3. The Nevada Athletic Commission is exempt from the requirements of subparagraphs (1) and (2) of paragraph (a) of subsection 2, but must give written notice of the time and place of the meeting and must receive proof of service of the notice before the meeting may be held.

4. If a public body holds a closed meeting or closes a portion of a meeting to consider the character, alleged misconduct, professional competence, or physical or mental health of a person, the public body must allow that person to:

- (a) Attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered;

- (b) Have an attorney or other representative of the person's choosing present with the person during the closed meeting; and

- (c) Present written evidence, provide testimony and present witnesses relating to the character, alleged

misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting.

5. Except as otherwise provided in subsection 4, with regard to the attendance of persons other than members of the public body and the person whose character, alleged misconduct, professional competence, physical or mental health or appeal of the results of an examination is considered, the chair of the public body may at any time before or during a closed meeting:

- (a) Determine which additional persons, if any, are allowed to attend the closed meeting or portion thereof; or
- (b) Allow the members of the public body to determine, by majority vote, which additional persons, if any, are allowed to attend the closed meeting or portion thereof.

6. A public body shall provide a copy of any record of a closed meeting prepared pursuant to NRS 241.035, upon the request of any person who received written notice of the closed meeting pursuant to subsection 1.

7. For the purposes of this section:

(a) A meeting held to consider an applicant for employment is not subject to the notice requirements otherwise imposed by this section.

(b) Casual or tangential references to a person or the name of a person during a closed meeting do not constitute consideration of the character, alleged misconduct, professional competence, or physical or mental health of the person.

(Added to NRS by 1993, 2636; A 2005, 977, 2246, 2248; 2011, 2388)

NEVADA CASES.

Board of regents did not consider character, misconduct, competence or health of a regent when deciding not to release a press advisory after the conduct of a nonpublic poll. Where a quorum of the members of the board of regents using serial electronic communication participated in a decision whether or not to release a press advisory regarding another regent, the supreme court held that the board of regents did not violate NRS 241.031 or 241.033 because the board did not consider the character, alleged misconduct, professional competence or physical or mental health of the regent to which the advisory referred. *Del Papa v. Board of Regents*, 114 Nev. 388, 956 P.2d 770 (1998)

Although prisoners' rights under the open meeting law are limited, a prisoner could sue in regard to a panel hearing of which he was the subject. An incarcerated felon can sue under NRS 241.037, but incarceration deprives prisoners of certain rights provided by the open meeting law. Thus, prisoners generally cannot attend a public meeting or view a publicly posted notice. However, a prisoner can request an agenda from a public body and is entitled to notice if a public body is holding a closed meeting to consider his "character, alleged misconduct, professional competence, or physical or mental health." He can also seek to enforce a public body's obligations at a meeting that he attended. Here, the prisoner attended and was the subject of a Psychological Review Panel hearing. (See former provisions of NRS 213.1214.) Therefore, he could maintain a suit as to whether the notice he received was adequate, whether the panel held a valid closed session or whether the publicly posted notice and agenda complied with the law. (See NRS 241.020, 241.030, and 241.033.) *Stockmeier v. Nevada Dep't of Corr. Psych. Review Panel*, 122 Nev. 385, 135 P.3d 220 (2006)

Notice of a Psychological Review Panel hearing must provide some reasonable specificity as to what the panel will consider. Notice to a prisoner of a Psychological Review Panel hearing (see former provisions of NRS 213.1214) is inadequate if it simply provides the time and date of the hearing and recites that the panel will have a closed meeting under former NRS 241.030 to consider the prisoner's "character, alleged misconduct, professional competence, or physical or mental health." Under NRS 241.033, the notice must also provide some reasonable specificity regarding what aspects of character, mental health or alleged misconduct will be considered; otherwise, a person will not be able to adequately prepare and contribute to the hearing. (N.B., the former provisions of NRS 241.030 (cf. NRS 241.016) exempted from the Open Meeting Law meetings of the State Board of Parole Commissioners when acting to grant, deny, continue or revoke the parole of a prisoner or to establish or modify the terms of the parole of a prisoner. However, pursuant to the provisions of former NRS 213.130(3) (cf. NRS 213.131(3)), parole hearings are required to be open to the public regardless of the application of the Open Meeting Law.) *Stockmeier v. Nevada Dep't of Corr. Psych. Review Panel*, 122 Nev. 385, 135 P.3d 220 (2006)

OPEN MEETING LAW OPINIONS.

(N.B., these opinions were rendered by the attorney general as a guideline for enforcing the open meeting law and not as a written opinion requested pursuant to NRS 228.150.)

A. APPLICABILITY OF REQUIREMENTS

- B. PROVISION OF NOTICE
- C. PROVISION OF RECORD
- D. MISCELLANEOUS OPINIONS

A. APPLICABILITY OF REQUIREMENTS

Remarks of a member of a board of trustees of a county school district did not rise to level of discussion of character, alleged misconduct, professional competence, or physical or mental health. Where a member of a board of trustees of a county school district, with respect to a school principal, "stated that he had concerns about 'problems' he had seen with 'discipline, communications with staff and parents, working relationships with staff and parents and professionalism,'" the attorney general determined that although the matter was a "close call," the trustee's remarks did not rise to the level of discussion of the principal's character, alleged misconduct, professional competence, or physical and mental health and, thus, did not trigger the notice requirements set forth in NRS 241.033. OMLO 98-37 (8-18-1998)

Notice was not required where the character or competence of an employee of a school district was not given consideration. The board of trustees of a county school district was not required by NRS 241.033 to give notice of the time and place of a closed meeting at which remarks concerning the competence and character of an employee of the district were made because the meeting was not held for the purpose of considering, and the board of trustees did not deliberate over, think about seriously and carefully, make any judgments about or otherwise consider, the character, alleged misconduct, professional competence, or physical or mental health of the employee during the closed meeting. OMLO 99-22 (4-7-1999), cited, OMLO 2002-34 (8-2-2002), see also OMLO 2001-03 (1-24-2001), OMLO 2004-13 (4-19-2004), OMLO 2005-08 (5-17-2005), OMLO 2005-13 (7-22-2005), OMLO 2005-15 (8-10-2005), OMLO 2005-16 (8-29-2005)

Complaint failed to allege actions constituting violation of open meeting law. Where a person alleged that a historic district commission violated the provisions of NRS 241.033 by discussing the details of a facsimile that the person sent to the commission, the attorney general determined that no violation of the open meeting law took place because: (1) the person did not allege that the commission discussed her professional competence, physical or mental health, or alleged misconduct; and (2) the person stated that the commission had not mentioned her by name. OMLO 99-49 (10-22-1999)

Accusatory comments did not amount to improper discussion of city clerk's character, alleged misconduct or professional competence without written notice. Where: (1) a member of a city council made certain remarks at a public meeting of the city council suggesting that the minutes of a previous meeting had not been recorded properly by the city clerk; and (2) the city clerk alleged that the remarks amounted to an improper discussion of her character, alleged misconduct or professional competence without the written notice required pursuant to NRS 241.033, the attorney general determined that although the remarks of the member of the city council could be interpreted as accusatory toward the city clerk, the comments did not result in a discussion by the city council of the city clerk's character, alleged misconduct or professional competence and, thus, NRS 241.033 was not violated. OMLO 2000-15 (6-1-2000)

Prior notice was not required where one member of a board of county commissioners questioned the professional competence of a member of its staff. A board of county commissioners did not consider the character and professional competence of a person at a public meeting, thereby requiring prior written notice to be given to that person pursuant to NRS 241.033, where one member of the commission questioned a member of its staff regarding her failure to place an item on the commission's agenda, but there was no collective discussion by the members of the commission regarding the matter. OMLO 2000-21 (7-18-2000)

Closed meeting: Person not entitled to personal notice of meeting or copy of record or minutes of meeting if person's character, alleged misconduct, professional competence, or physical or mental health was not discussed. Where, during two closed meetings, the board of trustees of a county school district mentioned the name of a person once in the context of addressing, but not deciding, its future course of action in certain personnel proceedings, the fact that the board did not discuss the person's character, alleged misconduct, professional competence, or physical or mental health meant that: (1) the board was not required to provide the person with personal notice of the meetings pursuant to NRS 241.033; and (2) the inspection and copy requirements set forth in NRS 241.033(3) and 241.035(2) did not apply. OMLO 2001-03 (1-24-2001)

Notice requirements of section were not triggered by meeting held to discuss litigation. Where the board of trustees of a county school district held a public meeting to, in relevant part, confer with counsel regarding litigation filed against a charter school and an employee, the board was not required to provide the written notice described in NRS 241.033. The purpose of the meeting did not involve discussion of any of the protected categories described in that section (the character, alleged misconduct, professional competence, or physical or mental health of a person) and, thus, the board was not required to provide written notice. OMLO 2001-18 (4-13-2001), see also OMLO 2003-14 (3-21-2003), OMLO 2004-33 (12-7-2004)

Determination of denial of rights in connection with use of physical or mechanical restraints: Board of trustees to provide written notice to pupil or guardian. When the board of trustees of a school district determines whether a pupil's rights have been denied by the use of physical or mechanical restraints (see former NRS 388.5275 and 388.528; cf. NRS 388.501 and 388.503), such determination involves

consideration of the pupil's alleged misconduct. As a result, a board of trustees that holds a meeting to determine whether a pupil's rights have been denied by the use of physical or mechanical restraints must give written notice of the meeting to the pupil or, in the case of a minor, to his or her guardian, before the board considers the information in the report that is provided to the board regarding the use of the restraints (see NRS 241.033). OMLO 2001-19 (4-18-2001)

Comments related to present and potential future litigation did not amount to discussion of a person's character, alleged misconduct, professional competence or physical or mental health. Comments regarding a person made by the attorney of a public body at a meeting of the public body: (1) regarding the fact that a building owned by the person may fall down; (2) that the person had brought litigation related to property that was held by the county; and (3) that the person may bring future litigation against the county, did not amount to a discussion of the person's character, alleged misconduct, professional competence or physical or mental health and, thus, did not trigger the notice requirements set forth in NRS 241.033. OMLO 2003-27 (8-15-2003)

"Person" does not include business entities. Pursuant to NRS 241.033(1), a public body is prohibited from holding a meeting to consider the character, alleged misconduct, professional competence, or physical or mental health of a person unless the public body has first given to the person written notice of its intention to do so. Logically, issues such as physical and mental health cannot apply to a business entity. Thus, the provisions of NRS 241.033 apply only to natural persons and not to business entities. OMLO 2004-13 (4-19-2004)

Notice requirements are not implicated by mere mentioning of a person's name or a reference to a known person. Where a public body did not mention the names of persons but made references to the persons' qualifications such that a member of the public could easily discern the identity of the persons, the public body did not violate the notice requirements of NRS 241.033 because the public body did not spend any time considering the conduct of the two persons and any reference made to the two persons was tangential to the topic of discussion. OMLO 2005-16 (8-29-2005)

Comments in letter authored by a member of the public and relating to the character or competence of a person do not redirect an agenda item to consider the character or competence of the person. Where: (1) comments about a person's character and competence were read into the record at a public meeting from a letter authored by a member of the public; (2) such comments were read under an agenda item that had nothing to do with the character or competence of the person; and (3) the chair and legal counsel of the public body interrupted the reader of the letter and requested the reader refrain from reading further comments about the character and competence of the person, NRS 241.033 was not violated by failure to serve personal notice on the person because the comments did not cause the public body to redirect the agenda item to consider the character or competence of the person. OMLO 2006-04 (6-22-2006), cited, OMLO 2011-01 (3-29-2011)

Inferences and innuendo contained in communication sent to members of public body did not constitute discussion of competence or character. Remarks in an electronic mail sent by a member of a public body that the public expects elected officials to work the same hours as the rest of their staff because elected officials are not "figureheads" did not trigger the notice requirements of NRS 241.033. Rather, the remarks were merely inferences and innuendo that do not rise to the level of a discussion of the character or competence of a particular elected official. OMLO 2009-04 (8-18-2009)

Definition of "character" as used in section. As used in NRS 241.033, "character" is a broad term consisting of many personal attributes, including one's general reputation and personal traits such as honesty, loyalty, integrity, reliability and other characteristics, good or bad, which make up one's individual personality. OMLO 2010-01 (2-25-2010)

B. PROVISION OF NOTICE

Waiver of right to receive notice. A person may waive his right to receive personal notice pursuant to NRS 241.033 if the waiver is clear and unambiguous, voluntary and based upon knowledge of the statutory right to receive such notice. OMLO 95-04 (4-14-1995), see also OMLO 2004-17 (5-6-2004)

Proper notice was given of a closed meeting. A meeting of the board of trustees of a county school district that was closed pursuant to NRS 241.030 to consider the character, professional competence and alleged misconduct of the superintendent of the district did not violate the provisions of NRS ch. 241 where: (1) the superintendent received a personal notice as required by NRS 241.033; (2) the discussions at the meeting were limited to the character, professional competence and alleged misconduct of the superintendent; (3) any discussion concerning other employees of the district were brought forth solely in the context of the manner in which the superintendent performed his job; and (4) the board did not conduct an independent review of the conduct of employees who had not received a personal notice under NRS 241.033. OMLO 99-34 (8-9-1999)

Verbal notice of a meeting to consider the professional competence of an employee of a county school district was improper. Where an employee of a county school district was given written notice of the time and place where his annual evaluation would be presented to the board of trustees of the district, the presentation of the employee's evaluation was rescheduled and the superintendent of the district verbally informed the employee of the date on which the rescheduled meeting would be held, the board violated the provisions of NRS 241.033 which require written notice of the time and place of a meeting to consider the professional competence of a person to be personally delivered or sent by

certified mail. OMLO 2000-34 (9-29-2000)

Notice for closed meeting was insufficient; warning issued in particular circumstances. Where: (1) a county school board of trustees met in closed session to consider the matter of renewing the contract of the administrator of a charter school; and (2) the board had provided to the administrator only 4 days' notice of the closed session, the notice did not satisfy the requirements of NRS 241.033. However, the attorney general determined that a warning to the board was sufficient because the board did not take action on the administrator's contract following the closed session, and also because the administrator was present during the entirety of the closed session. OMLO 2001-44 (9-18-2001)

Sufficiency of agenda items describing closed sessions. Agenda items describing closed sessions (see NRS 241.020 and 241.033), even where confidentiality is desired, should include a general description of the subject matter, such as "an employee," "an applicant" or some other description likely to apprise the public of the nature of the session, and the number of issues to be considered during the session. OMLO 2001-44 (9-18-2001), see also OMLO 2002-12 (3-11-2002), OMLO 2002-29 (6-24-2002)

Mere mentioning of a person's name during closed session does not trigger notice requirements. The mere fact that a person's name is mentioned during a closed session does not implicate the notice requirements of NRS 241.033, provided that the person whose name is so mentioned is not discussed with respect to character, alleged misconduct, professional competence, or physical or mental health. OMLO 2001-44 (9-18-2001), cited, OMLO 2011-01 (3-29-2011), see also OMLO 2004-13 (4-19-2004), OMLO 2005-15 (8-10-2005)

Required notice of closed meeting was waived under the circumstances. Where the parents of a pupil attended a meeting (and part of the closed session) of a county school board, and where the closed session pertained to consideration of their child's alleged misconduct at school, the parents waived the notice required pursuant to NRS 241.033. The notice was waived because: (1) the matter of the pupil's alleged misconduct was on the agenda at the behest of the parents; (2) the parents had actual notice that the matter was on the agenda; (3) the parents were allowed to attend a significant portion of the closed meeting to argue on behalf of their child; and (4) while in attendance, the parents did not object to the board's consideration of the matter on the basis that they had not received the notice required pursuant to NRS 241.033. OMLO 2002-12 (3-11-2002), cited, OMLO 2002-24 (5-28-2002)

No violation of the open meeting law occurred where a public body continued to a later date an improperly noticed discussion of a person's alleged misconduct. Where: (1) a public body attempted to discuss at a meeting the alleged misconduct of a person; (2) before the public body actually began such discussion, the person alleged to have committed misconduct notified the public body that she had not received sufficient notice (see NRS 241.033); (3) the district attorney agreed that the notice was insufficient; and (4) the public body continued the agenda item to a later meeting without taking further action, the attorney general determined that no open meeting law violation had occurred. Any such possible violation was avoided when the public body chose not to discuss the person's alleged misconduct. OMLO 2002-31 (7-1-2002)

Notice is required regardless of whether meeting is open or closed. The notice required to be given to a person pursuant to NRS 241.033 before a public body considers the person's character, alleged misconduct, professional competence, or physical or mental health is required regardless of whether the meeting at which such matters are to be considered will be open or closed. OMLO 2002-35 (8-6-2002)

Notice requirement applies to open and closed meetings. NRS 241.033 requires that notice be given to any person whose character, misconduct, competence or health is going to be discussed at a meeting of a public body regardless of whether that discussion will occur in an open or closed meeting. OMLO 2003-08 (1-24-2003)

Notice required by NRS 241.034 is in addition to notice required by this section. The Board of Regents of the University and Community College System of Nevada (now the Nevada System of Higher Education) served certain persons with notice pursuant to NRS 241.033 that it intended to conduct a closed session in which the professional competence, character and any alleged misconduct of such persons might be discussed. The Board did not provide separate notice to those persons pursuant to NRS 241.034. The district court concluded that separate notice pursuant to NRS 241.034 was not required, in that a reasonable and objective person would assume the discussion of such matters could lead to some form of action regarding one's employment status. According to the Attorney General, NRS 241.034 sets forth a notice requirement in addition to any notice required by NRS 241.033, and the notice required by NRS 241.034 cannot be inferred by the provision of notice pursuant to NRS 241.033. Instead, if a public body intends to consider whether to take administrative action against a person at a meeting of the public body, it must specifically notify the person of that fact. (N.B., opinion issued before NRS 241.034 was amended in 2005 to specify that separate notice pursuant to NRS 241.034 is not required if the notice provided pursuant to NRS 241.033 includes an informational statement advising the recipient that administrative action may be taken without further notice.) OMLO 2004-01 (1-13-2004)

To determine whether notice should have been provided, Attorney General will consider context of discussion and what was actually discussed. In determining whether a public body should have provided notice pursuant to NRS 241.033(1), the Attorney General will take into account both: (1) the context of the discussion that took place; and (2) what was actually discussed at the meeting in question. Thus, where an audit subcommittee of a public body considered an agenda item pertaining to the receipt of information relating to an internal audit, and where a single member of the subcommittee expressed a desire to discuss two individuals but was prevented from doing so by the chairman, the Attorney General concluded that the subcommittee had not considered a topic which would trigger the notice requirements of NRS

241.033(1), OMLO 2004-13 (4-19-2004), cited, OMLO 2004-14 (4-20-2004)

Anyone whose name appears on agenda item should receive notice that his or her character or competence may be discussed at meeting of public body. Because NRS 241.033 prohibits a public body from considering the character of a person at a meeting without giving proper notice to the person, anyone whose name appears on an agenda item should receive notice that his or her character or competence may be discussed at a meeting of the public body, especially if the agenda item relates to an appointment. OMLO 2011-01 (3-29-2011)

C. PROVISION OF RECORD

Record of a closed meeting must be provided free of charge to a person who was discussed during the meeting. NRS 241.033 requires a public body to provide a copy of any record of a closed meeting prepared pursuant to NRS 241.035 free of charge upon the request of any person who was discussed during the closed meeting. OMLO 97-08 (10-22-1997)

Employee was entitled to review tape recordings of a closed meeting held to evaluate her performance. There was a continuing violation of the provisions of NRS 241.033 when the board of trustees of a library district did not make tape recordings of a closed meeting of the board held to consider an employee's evaluation available to the employee for review. Since there was no statutory basis for conducting an employee's evaluation in a closed meeting, the closed meeting was unlawful and the tape recordings were not, therefore, protected under NRS 241.033 or 241.035. OMLO 98-09 (1-13-1998)

Timeliness of provision of audiotapes to person regarding whom closed session is held. Where a public body makes a tape recording of a closed session held to consider the character, alleged misconduct, professional competence, or physical or mental health of a person, the provisions of NRS 241.033 and 241.035, taken together, require that copies of the tape be made available to the person within 30 working days after the adjournment of the meeting. OMLO 2001-44 (9-18-2001)

Availability of records of closed meeting: Distinction between general public and person whose character, conduct, competence or health is considered. Pursuant to NRS 241.035, the minutes of a meeting closed to consider a person's character, conduct, competence or health do not become public records until: (1) the public body determines that the matters discussed no longer require confidentiality; and (2) the person whose character, conduct, competence or health was considered consents to the disclosure of the minutes. This requirement is separate from the requirement set forth in NRS 241.033, pursuant to which a public body must "provide a copy of any record of a closed meeting prepared pursuant to NRS 241.035, upon the request of any person whose character, alleged misconduct, professional competence, or physical or mental health was considered at the meeting." The requirement set forth in NRS 241.033 applies regardless of whether the record in question has been made public pursuant to NRS 241.035. OMLO 2002-36 (8-9-2002)

D. MISCELLANEOUS OPINIONS

Discussion of the professional competence of a policy adviser was not proper where the policy adviser had not received personal notice of the discussion. The public service commission of Nevada could not discuss at a public meeting the professional competence of a policy adviser under an item on its agenda which indicated that there would be a discussion of the approval of a consultant contract for a public utility because: (1) the policy adviser had not received personal notice that her professional competence would be considered as required by NRS 241.033; and (2) the agenda had not given advanced notice to members of the public that such a discussion might occur. (See also NRS 241.020.) OMLO 96-05 (4-19-1996)

Counsel properly cautioned public body not to discuss the character of a public employee. Where, during the public comment portion (see NRS 241.020) of a meeting of a public body: (1) a member of the public made certain comments regarding the conduct of an administrator of a state agency; (2) the chairman of the public body interrupted the comments; and (3) counsel for the public body cautioned the public body that the provisions of NRS 241.031 and 241.033 were controlling with respect to meetings concerned with the character of public employees, the public body did not violate the open meeting law by properly limiting its consideration of such matters on the advice of its counsel. OMLO 2001-06 (3-5-2001)

District attorney properly advised board of county commissioners not to discuss professional competence of county employee. Where: (1) a member of the public alleged that the open meeting law had been violated because she was prevented, during an open meeting of the board of county commissioners, from reading a letter of complaint against a county employee; (2) the county employee who was the topic of the letter had not been provided with notice as required pursuant to NRS 241.033; and (3) the matter had not been agendaized as required pursuant to NRS 241.020, the attorney general determined that the open meeting law had not been violated. The district attorney properly advised the board of county commissioners that it should terminate any discussion regarding the professional competence of the county employee and that such a discussion must be carried out in accordance with the provisions of NRS 241.033. OMLO 2001-07 (3-7-2001)

Notice requirements of section implicated where chairman of public body criticized certain persons and described them as "terrorists." Where the chairman of a public body referred to three persons as "terrorists" and opined that their only goal was to "disrupt and destroy this community," the statements of the chairman constituted a discussion by the public body of the character or fitness (see NRS

241.033) of the persons, notwithstanding the fact that the other members of the public body said nothing about the matter. The statements of the chairman violated the open meeting law because the persons toward whom the statements were directed were not provided with the notice required pursuant to NRS 241.033. OMLO 2002-06 (2-8-2002)

No violation when public body considered agenda item out of order even though person affected by agenda item was not in attendance. Where: (1) a person was given personal notice pursuant to NRS 241.033 that a public body would consider the person's business matters at a 3-day meeting of the public body; (2) the public notice of the meeting stated it was the responsibility of persons with business before the public body to attend the meeting at the time when their business is conducted by the public body; (3) the public meeting was properly agendized pursuant to NRS 241.020; (4) the agenda for the meeting stated that agenda items may be taken out of order; (5) the agenda item affecting the person was not scheduled to be considered at a specific time; (6) when the person contacted the staff of the public body, the staff estimated that the person's matters would be considered on the second day of the meeting, but informed him that that was just an estimate; and (7) the public body ultimately took action on the person's matters on the first day of the meeting when the person was not in attendance, the subsequent comments of the staff of the public body estimating when the matters would be heard did not vitiate the notice previously provided to the person pursuant to NRS 241.020 because there was no proof that the public body intentionally deceived the person about the time at which the public body would consider agenda items that prevented him from attending the meeting. OMLO 2006-08 (10-2-2006)

NRS 241.034 Meeting to consider administrative action against person or acquisition of real property by exercise of power of eminent domain: Written notice required; exception.

1. Except as otherwise provided in subsection 3:
 - (a) A public body shall not consider at a meeting whether to:
 - (1) Take administrative action against a person; or
 - (2) Acquire real property owned by a person by the exercise of the power of eminent domain,↪ unless the public body has given written notice to that person of the time and place of the meeting.
 - (b) The written notice required pursuant to paragraph (a) must be:
 - (1) Delivered personally to that person at least 5 working days before the meeting; or
 - (2) Sent by certified mail to the last known address of that person at least 21 working days before the meeting.↪ A public body must receive proof of service of the written notice provided to a person pursuant to this section before the public body may consider a matter set forth in paragraph (a) relating to that person at a meeting.
2. The written notice provided in this section is in addition to the notice of the meeting provided pursuant to NRS 241.020.
3. The written notice otherwise required pursuant to this section is not required if:
 - (a) The public body provided written notice to the person pursuant to NRS 241.033 before holding a meeting to consider the character, alleged misconduct, professional competence, or physical or mental health of the person; and
 - (b) The written notice provided pursuant to NRS 241.033 included the informational statement described in paragraph (b) of subsection 2 of that section.
4. For the purposes of this section, real property shall be deemed to be owned only by the natural person or entity listed in the records of the county in which the real property is located to whom or which tax bills concerning the real property are sent.

(Added to NRS by 2001, 1835; A 2001 Special Session, 155; 2005, 2247)

OPEN MEETING LAW OPINIONS.

(N.B., these opinions were rendered by the attorney general as a guideline for enforcing the open meeting law and not as a written opinion requested pursuant to NRS 228.150.)

"Action against a person" explained; specific application. For the purposes of NRS 241.034, "action against a person" does not occur unless the matter being acted on is uniquely personal to the individual or entity. Not all actions that affect an individual are uniquely personal to that individual. Thus, where a school board took action to eliminate the positions of three teachers based on lowest seniority, such action did not constitute "action against a person." The positions were eliminated on the basis of seniority, such that any three individuals who happened to

have the lowest seniority would have been terminated, regardless of their specific identity. Thus, the elimination of the positions was not "uniquely personal" to the persons whose positions were eliminated. OMLO 2002-25 (5-29-2002), see also OMLO 2005-13 (7-22-2005)

Notice required by this section is in addition to notice required by NRS 241.033. The Board of Regents of the University and Community College System of Nevada (now the Nevada System of Higher Education) served certain persons with notice pursuant to NRS 241.033 that it intended to conduct a closed session in which the professional competence, character and any alleged misconduct of such persons might be discussed. The Board did not provide separate notice to those persons pursuant to NRS 241.034. The district court concluded that separate notice pursuant to NRS 241.034 was not required, in that a reasonable and objective person would assume the discussion of such matters could lead to some form of action regarding one's employment status. According to the Attorney General, NRS 241.034 sets forth a notice requirement in addition to any notice required by NRS 241.033, and the notice required by NRS 241.034 cannot be inferred by the provision of notice pursuant to NRS 241.033. Instead, if a public body intends to consider whether to take administrative action against a person at a meeting of the public body, it must specifically notify the person of that fact. (N.B., opinion issued before NRS 241.034 was amended in 2005 to specify that separate notice pursuant to NRS 241.034 is not required if the notice provided pursuant to NRS 241.033 includes an informational statement advising the recipient that administrative action may be taken without further notice.) OMLO 2004-01 (1-13-2004)

Waiver of right to receive notice. A person may expressly or impliedly waive his right to receive notice pursuant to NRS 241.034 if such waiver is done knowingly. OMLO 2004-17 (5-6-2004)

"Action against a person" does not include discussion of the person in the context of the settlement of litigation. Where the name of a person came up in the context of the settlement of litigation between the person and a public body, the notice requirements of NRS 241.034 were not required because the settlement of litigation is not the taking of action against the person. OMLO 2004-33 (12-7-2004)

Lander County Commissioners Meeting
December 5, 2019

Agenda Item Number __14__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Correspondence/reports/potential upcoming agenda items.

Public Comment:

Background:

Recommended action: