

LANDER COUNTY COMMISSION MEETING  
January 26, 2012

**AGENDA ITEM NO. 3**

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

Discussion for possible action regarding ratification of the 2012-2017 Airport Capital Improvement Projects (ACIP) for the Austin Airport and other matters properly relating thereto.

Public comment.

**Background:**

The 2012-2017 Airport Capital Improvement Projects (ACIP) for the Austin Airport is presented to the Commission for review and ratification.

Each year, the current year Airport Capital Improvement Project is presented to and reviewed by the assigned program manager of the Federal Aviation Administration (FAA), Airports District Office (ADO). In addition to review, update, advisement and revision to the current year's planned projects, the five-year Airport Capital Improvement Plan (ACIP) is updated.

The 2012-2017 Airport Capital Improvement Plan (ACIP) for the Austin Airport was presented for review and update to Mr. Abel Tapia, the assigned Program Manager for the Austin Airport, in the Federal Aviation Administration, San Francisco District Office (FAA ADO SFO) on Friday, January 6, 2012.

The updated and revised 2012-2017 Airport Capital Improvement Plan (ACIP) for the Austin Airport was submitted to meet the FAA deadline of January 16, 2012.

Mr. Lew Lott of J-U-B Engineering, Lander County Airport Engineer and Consultant, will be in attendance to provide further details on this item to the Commission.

**Recommended Action:**

It is recommended that the Commission accept and ratify the 2012-2017 Airport Capital Improvement Plan (ACIP) for the Austin Airport.

**ACIP UPDATE  
FOR  
AUSTIN AIRPORT  
FOR  
FISCAL YEARS 2012-2017**

**Submitted by:  
Lander County, Nevada  
JANUARY 2012**

## AWP ACIP DATA SHEET

Enclosure 1

Prepared by: J-U-B Engineers, Inc.

Date: 1-9-12

Airport Name		Austin	Fiscal Yr.	2012	
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
Yes	E	1A) Environmental Evaluation for Apron Expansion (Phases I and II) and G.A. Flight Planning Building.	\$ 80,750.00	\$ 4,250.00	\$ 85,000.00
Yes	D	1B) Apron Expansion Phase I (Design Phase)	\$ 90,250.00	\$ 4,750.00	\$ 95,000.00

\* D - Development; P - Planning; E - Environmental

## PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

1A) Environmental Evaluation for proposed apron (Phase I - 11,500 S.Y.) (Phase II - 1,950 S.Y.) and GA Flight Planning Bldg./Parking Lot/Utilities Area.

1B) Apron Expansion Phase I (Design Phase) Approximately 11,500 S.Y.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning environmental projects, length of construction or design, planning or environmental process)

1A) Anticipated to start after project approval with components completed as weather and schedule allow.

1B) Will begin after completion and approval of Item 1A (this sheet).

NEPA Environmental Evaluation Status (Date of FONSI or submit CATEX Form for Approval)

1A) This project.

1B) Provided by Project 1A (this sheet).

Land Title Status &amp; Date of Exhibit "A" Status

Date

N/A

Open AIP Funded Projects

**Certification:** To the best of my knowledge and belief, all information shown in the ACIP Data is true and correct and has been duly authorized by the Sponsor.

Lander County, Nevada

Gene Etcheverry, Executive Director

Name and Title of Authorized Representative (Print or Type) Contact Name and Title (Print or Type)

*Gene P. Etcheverry* 12-Jan-2012 (775) 635-2885

Signature

Date


Contact Phone (Print or Type)

## AWP ACIP DATA SHEET

Enclosure 1

Prepared by: J-U-B Engineers, Inc.

Date: 1-9-12

Airport Name		Austin	Fiscal Yr.	2013	
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
Yes	D	2) Apron Expansion Phase I (Construction Phase)	\$ 726,750.00	\$ 38,250.00	\$ 765,000.00
* D - Development; P - Planning; E - Environmental					
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS					
Detail Project Description (Square/Lineal Footage or Length/Width)					
2) Apron Expansion Phase I construction of approximately 11,500 S.Y. of apron. Work items include excavation, base course, concrete and bituminous pavements, drainage and markings.					
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning environmental projects, length of construction or design, planning or environmental process)					
2) Anticipated Bid Opening in Spring 2013 with construction Summer 2013.					
NEPA Environmental Evaluation Status (Date of FONSI or submit CATEX Form for Approval)					
2) Prepared in 2012.					
Land Title Status & Date of Exhibit "A" Status			Date		
N/A					
Open AIP Funded Projects					
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data is true and correct and has been duly authorized by the Sponsor.					
Lander County, Nevada			Gene Etcheverry, Executive Director		
Name and Title of Authorized Representative (Print or Type) Contact Name and Title (Print or Type)					
Signature		Date		Contact Phone (Print or Type)	
		12-JAN-2012		(775) 635-2885	



Engineer's Opinion of Probable Cost



JUB ENGINEERS, INC.

Project: Apron Expansion Phases 1 & 2, revised  
Location: Austin Airport  
Client: Lander County  
Date: January 8, 2012

Item	Description	Unit	Unit Price	For FY 2013		For FY 2016	
				Quantity	Phase 1 Estimate Total	Quantity	Phase 2 Estimate Total
1	Misc Pavement Removal (2'-5')	SY	\$8.00	720	\$ 4,320.00	200	\$ 1,200.00
2	Unclassified Excavation	CY	\$13.00	8,400	\$ 109,200.00	1,500	\$ 19,500.00
3	Unsuitable Excavation	CY	\$20.00	820	\$ 16,400.00	150	\$ 3,000.00
4	Subgrade Preparation (2 ft.)	SY	\$3.00	11,500	\$ 34,500.00	1,850	\$ 5,550.00
5	Crushed Aggregate Base Course (8 in.)	TON	\$36.00	4,850	\$ 174,600.00	875	\$ 31,500.00
6	Bituminous Surface Course (3 in.)	TON	\$115.00	2,100	\$ 241,500.00	375	\$ 43,125.00
7	Bituminous Tack Coat	TON	\$700.00	6	\$ 4,200.00	2	\$ 1,400.00
8	Permanent Pavement Marking	SF	\$3.00	5,000	\$ 15,000.00	900	\$ 2,700.00
9	Retro-reflective Taxiway Edge Marker	EA	\$140.00	48	\$ 6,720.00	24	\$ 3,360.00
10	Traffic Control and Construction Safety	LS	1	\$10,000.00	\$ 10,000.00	\$2,000.00	\$ 2,000.00
11	Mobilization (8%)	LS	1	\$49,315.00	\$ 49,315.00	\$11,000.00	\$ 11,000.00
12	Contingencies	LS	1	\$34,245.00	\$ 34,245.00	\$9,365.00	\$ 9,365.00
Total					\$ 700,000.00	Total	\$ 134,000.00

	Phase 1	Phase 2
squares yards of pavement expansion =	11,500.00	1,950.00
estimated construction cost =	\$ 700,000.00	\$ 134,000.00
design =	\$ 95,000.00 (Design 2012)	\$ 42,000.00 (Design 2014)
const admin =	\$ 60,000.00	\$ 23,000.00
County admin =	\$ 5,000.00	\$ 1,000.00
Total expected project cost =	\$ 860,000.00	\$ 200,000.00
	\$ 765,000.00 (Const 2013)	\$ 42,000.00 (Design 2014)
		\$ 158,000.00 (Const 2015)

# AWP ACIP DATA SHEET

Enclosure 1

Prepared by: J-U-B Engineers, Inc.

Date: 1-9-12

Airport Name		Austin	Fiscal Yr.	2014	
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
Yes	D	3A) G.A. Flight Planning Bldg. (Design & Construction Phases)		\$ 200,000.00	\$ 200,000.00
		3B) Apron Expansion Phase II (Design Phase)	\$39,900.00	\$2,100.00	\$42,000.00

\* D - Development; P - Planning; E - Environmental

## PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

3A) G.A. Flight Planning Bldg. - Design and Construction Phases Approx. 1200 S.F. Including Utilities and Gravel Auto Parking Area.

3B) Apron Expansion Phase II (Design Phase) Approx. 1,950 S.Y.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning environmental projects, length of construction or design, planning or environmental process)

3A) Anticipated Bid Opening in Spring 2014 with Construction Summer of 2014.

3B) Anticipated Bid Opening in Spring 2014 with Construction Summer of 2014.

NEPA Environmental Evaluation Status (Date of FONSI or submit CATEX Form for Approval)

3A) Prepared in 2012.

3B) Prepared in 2012.

Land Title Status & Date of Exhibit "A" Status

Date

N/A

Open AIP Funded Projects

**Certification: To the best of my knowledge and belief, all information shown in the ACIP Data is true and correct and has been duly authorized by the Sponsor.**

Lander County, Nevada

Gene Etcheverry, Executive Director

Name and Title of Authorized Representative (Print or Type) Contact Name and Title (Print or Type)

*Gene Etcheverry* 12-Jan-2012 (775) 635-2885

Signature

Date

Contact Phone (Print or Type)

## AWP ACIP DATA SHEET

Enclosure 1

Prepared by: J-U-B Engineers, Inc.

Date: 1-9-12

Airport Name		Austin	Fiscal Yr.	2015	
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
Yes	D	4) Apron Expansion Phase II Hangar Taxilane (Construction Phase)	\$ 150,100.00	\$ 7,900.00	\$ 158,000.00

\* D - Development; P - Planning; E - Environmental

## PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

4) Apron Expansion Phase II Hangar Taxilane construction of Approx. 1950 S.Y. of apron work items include excavation, base course, bituminous pavement drainage and markings.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning environmental projects, length of construction or design, planning or environmental process)

4) Anticipated Bid Opening Spring 2015 with Construction Summer 2015.

NEPA Environmental Evaluation Status (Date of FONSI or submit CATEX Form for Approval)

To be prepared in 2012.

Land Title Status &amp; Date of Exhibit "A" Status

Date

Open AIP Funded Projects

**Certification:** To the best of my knowledge and belief, all information shown in the ACIP Data is true and correct and has been duly authorized by the Sponsor.

Lander County, Nevada

Gene Etcheverry, Executive Director

Name and Title of Authorized Representative (Print or Type) Contact Name and Title (Print or Type)

*Gene Etcheverry* 12-Jan-2012 (775) 635-2885

Signature

Date

Contact Phone (Print or Type)

## AWP ACIP DATA SHEET

## Enclosure 1

Prepared by: J-U-B Engineers, Inc.

Date: 1-9-12

Airport Name		Austin	Fiscal Yr.	2016	
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
Yes	D	5) Airfield Pavement Rehabilitation (Environmental, Design and Construction Phases)	\$ 161,500.00	\$ 8,500.00	\$ 170,000.00

\* D - Development; P - Planning; E - Environmental

## PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

5) Airfield Pavement Rehabilitation - crackseal, sealcoat, and mark all pavements.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning environmental projects, length of construction or design, planning or environmental process)

5) Anticipate Bid Opening in Spring 2016 with Construction Summer of 2016.

NEPA Environmental Evaluation Status (Date of FONSI or submit CATEX Form for Approval)

5) To be prepared and approved prior to design.

Land Title Status &amp; Date of Exhibit "A" Status

Date

N/A

Open AIP Funded Projects

**Certification: To the best of my knowledge and belief, all information shown in the ACIP Data is true and correct and has been duly authorized by the Sponsor.**

Lander County, Nevada

Gene Etcheverry, Executive Director

Name and Title of Authorized Representative (Print or Type) Contact Name and Title (Print or Type)

*Gene P. Etcheverry* 12-JAN-2012 (775) 635-2885

Signature

Date

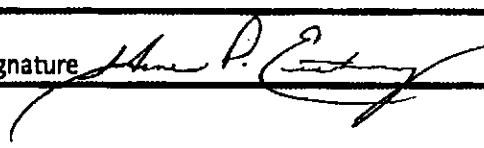
Contact Phone (Print or Type)

# AWP ACIP DATA SHEET

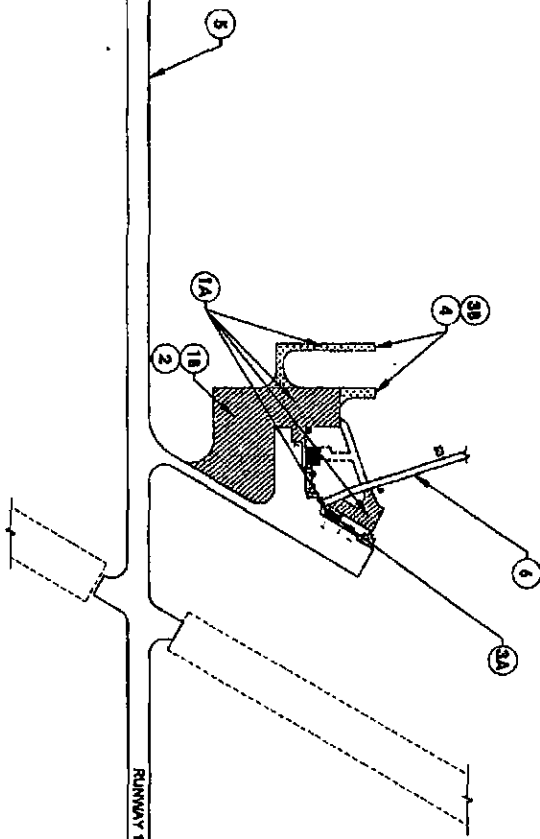
Enclosure 1

Prepared by: J-U-B Engineers, Inc.

Date: 1-9-12

<b>Airport Name</b>		<b>Austin</b>	<b>Fiscal Yr.</b>	<b>2017</b>	
<b>Shown On ALP</b>	<b>Project Type*</b>	<b>Project Description</b>	<b>Federal Share</b>	<b>Local Share</b>	<b>Total</b>
Yes	D	6) Pave Airport Access Road Surface (Environmental, design and construction services)	\$ 570,000.00	\$ 30,000.00	\$ 600,000.00
* D - Development; P - Planning; E - Environmental					
<b>PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS</b>					
Detail Project Description (Square/Lineal Footage or Length/Width)					
6) Pave Airport Access Road - Includes preparing existing gravel surface, bituminous pavement, shouldering and marking.					
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning environmental projects, length of construction or design, planning or environmental process)					
6) Anticipated Environmental Services in the Fall of 2016, Bid Opening in the Spring of 2017 with Construction 2017					
NEPA Environmental Evaluation Status (Date of FONSI or submit CATEX Form for Approval)					
6) To be prepared and approved prior to design.					
Land Title Status & Date of Exhibit "A" Status			Date		
N/A					
Open AIP Funded Projects					
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data is true and correct and has been duly authorized by the Sponsor.					
Lander County, Nevada			Gene Etcheverry, Executive Director		
Name and Title of Authorized Representative (Print or Type) Contact Name and Title (Print or Type)					
(775) 635-2885					
Signature 		Date 12-JAN-2012		Contact Phone (Print or Type)	

ITEM NO.	ITEM
2012 1A	ENVIRONMENTAL EVALUATION FOR APRON EXPANSION PHASES I AND II AND Q.A. FLIGHT PLANNING BLDG / PARKING LOT / UTILITY AREA
2012 1B	APRON EXPANSION PHASE I (DESIGN PHASE)
2013 2	APRON EXPANSION PHASE I (CONSTRUCTION PHASE)
2014 3A	Q.A. FLIGHT PLANNING BLDG (DESIGN AND CONSTRUCTION PHASES)
2014 3B	APRON EXPANSION PHASE II (DESIGN PHASE)
2015 4	APRON EXPANSION PHASE II HANGAR TAXI-LANE (CONSTRUCTION PHASE)
2016 5	AIRFIELD PAVEMENT REHABILITATION (CRACKSEAL, SEALCOAT, RE-MARKING)
2017 6	AIRPORT ACCESS ROAD PAVE SURFACE (ENVIRONMENTAL, DESIGN AND CONSTRUCTION PHASES)





U.S. Department of Transportation  
Federal Aviation Administration  
San Francisco Airports District Office  
1000 Marina Boulevard, Suite 220  
Brisbane, CA 94005-1053

RECEIVED

NOV 17 2011

COUNTY COMMISSION

November 10, 2011

Mr. Gene Etcheverry  
Executive Director  
County of Lander  
825 North Second St (FE/UPS)  
315 S. Humbolt St  
Battle Mountain, Nevada 89820

Dear Mr. Etcheverry:

RE: Austin Airport  
Fiscal Year 2013 - 2017 Airport Capital Improvement Plan (ACIP)

The Federal Aviation Administration is conducting our annual update of the ACIP. The FAA uses the ACIP to identify and prioritize airport capital improvement needs, and to plan the distribution of Airport Improvement Program (AIP) funds. All proposed projects must comply with the National Environmental Policy Act (NEPA); be depicted on your approved Airport Layout Plan (ALP); and be included in your ACIP submission in order to compete for AIP funding.

As part of your ACIP submittal, we request you use the enclosed ACIP Data Sheet [Enclosure (1)]. For the 5-year cycle from Federal fiscal year 2013 through 2017, please identify all proposed projects that you are requesting grant funding for. If you have no projects for any particular year, please state so on the form.

Clearly depict each project including a short narrative of the purpose, a brief justification of the need and a sketch, as further described below:

1. The sketch should be an 8 1/2" x 11" up to 11" x 17" and should clearly depict each project listed on your ACIP Data Sheets, including overall dimensions. Use a separate sketch for each fiscal year, if necessary for clarity.
2. The proposed project must be shown on an FAA approved ALP. The ALP should be updated for FAA approval every 3 years and should be in conformance with FAA Advisory Circular (AC) 150/5300-13. An ALP checklist is available on the FAA Western-Pacific website.
3. The ACIP should reflect logical project progression. Program your planning, aeronautical surveys, environmental and design requirements before construction.
4. Expansion projects should be consistent with reasonable forecasts of aviation demand and the latest Airport Master Plan. The Airports District Office must approve revised aviation forecasts.
5. For capacity projects over \$10 million, a Benefit Cost Analysis is required in accordance with the December 15, 1999 Federal Register Notice, "FAA Policy and Final Guidance Regarding Benefit Cost Analysis (BCA) on Airport Capacity Projects for FAA Decisions on Airport Improvement Program (AIP) Discretionary Grants and Letters of Intent (LOI)" and the October 24, 2011 Federal Register

Notice, "Airport Improvement Program: Modifications to Benefit Cost Analysis (BCA) Threshold."

6. Construction and equipment acquisition grants must be based on bid results. For projects that will require multiple grants over successive years, plan a logical construction sequence.

To help the FAA ensure that all projects comply with the National Environmental Policy Act, please identify the NEPA compliance status for the various projects in your ACIP. There are three levels of environmental documentation available to the FAA: A Categorical Exclusion (CATEX), an Environmental Assessment (EA) and an Environmental Impact Statement (EIS). The types of projects that normally qualify for CATEX, EA or EIS are identified in FAA Orders 1050.1E and 5050.4B. The form for requesting a CATEX is provided as Enclosure 2. Projects that do not qualify for a CATEX determination require either an EA or EIS. The enclosed ACIP data sheet includes a section for you to identify the NEPA status of your airport's proposed projects. Please complete this section of the data sheet based upon your knowledge of the proposed project. Once the fiscal year 2013 candidate project list is finalized, we require airports sponsors to have environmental approval for any construction projects on the candidate list by December 2012.

To facilitate the programming of your proposed projects, the due date to submit your updated ACIP is January 16, 2012. Please send your ACIP Data Sheets and project sketches to FAA at the following address:

Federal Aviation Administration  
San Francisco Airports District Office  
1000 Marina Boulevard, Suite 220  
Brisbane, CA 94005-1853  
Attn: Perpetua Mandap

As an alternative to hard copy submittals to the FAA, you may send your ACIP Data Sheets and project sketches electronically to [pet.mandap@faa.gov](mailto:pet.mandap@faa.gov). An electronic copy of the ACIP form is available by request from [pet.mandap@faa.gov](mailto:pet.mandap@faa.gov). For those sponsors who have signed on for our ACIP workshops scheduled for this November to January 2012, we look forward to working with you in the preparation of your ACIP. If you have any questions or need additional information, feel free to call your Program Manager, Abel J. Tapia at (650) 827-7621.

Sincerely,

  
Robin K. Hunt

Manager, San Francisco Airports District Office

Enclosures



LANDER COUNTY COMMISSION MEETING  
January 26, 2012

**AGENDA ITEM NO. 4**

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

Discussion for possible action regarding ratification of the 2012-2017 Airport Capital Improvement Projects (ACIP) for the Battle Mountain Airport and other matters properly relating thereto.

Public comment.

**Background:**

The 2012-2017 Airport Capital Improvement Projects (ACIP) for the Battle Mountain Airport is presented to the Commission for review and ratification.

Each year, the current year Airport Capital Improvement Project is presented to and reviewed by the assigned program manager of the Federal Aviation Administration (FAA), Airports District Office (ADO). In addition to review, update, advisement and revision to the current year's planned projects, the five-year Airport Capital Improvement Plan (ACIP) is updated.

The 2012-2017 Airport Capital Improvement Plan (ACIP) for the Battle Mountain Airport was presented for review and update to Mr. Abel Tapia, the assigned Program Manager for the Austin Airport, in the Federal Aviation Administration, San Francisco District Office (FAA ADO SFO) on Friday, January 6, 2012.

The updated and revised 2012-2017 Airport Capital Improvement Plan (ACIP) for the Battle Mountain Airport was submitted to meet the FAA deadline of January 16, 2012.

Mr. Lew Lott of J-U-B Engineering, Lander County Airport Engineer and Consultant, will be in attendance to provide further details on this item to the Commission.

**Recommended Action:**

It is recommended that the Commission accept and ratify the 2012-2017 Airport Capital Improvement Plan (ACIP) for the Battle Mountain Airport.

**ACIP UPDATE  
FOR  
BATTLE MOUNTAIN AIRPORT  
FOR  
FISCAL YEARS 2013-2017**

**Submitted by:  
Lander County, Nevada  
JANUARY 2012**

## AWP ACIP DATA SHEET

Enclosure 1

Prepared by: J-U-B Engineers, Inc.

Date: 1-9-12

Airport Name	Battle Mountain	Fiscal Yr.	2013	
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share Total
Yes	D	1) Apron Reconstruction (Phase II Final Design, Bidding and Construction phases)	\$ 2,280,000.00	\$ 120,000.00 \$ 2,400,000.00
	D & E	2) Runway 12/30 Reconstruction including PAPI's and Taxiway C Lighting (Environmental Evaluation & Design Phases)	\$ 427,500.00	\$ 22,500.00 \$ 450,000.00
* D - Development; P - Planning; E - Environmental			\$ 2,707,500.00	\$ 142,500.00 \$ 2,850,000.00

## PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

- 1) Apron Reconstruction Phase II Final Design, Bidding Construction Schedule to be discussed with FAA to fit Federal Funding. Completion of Apron Reconstruction tasks not completed in Phase 1. Approximately 18,600 S.Y. area. Engineer's Opinion of Probable Cost attached.
- 2) Runway 12/30's severe distresses/continued deterioration requires pavement to be reconstructed to current pavement design standards. Project area is approx. 730,000 SF to include: Removal, Bit. Surface, Base and Subbase Courses and Yielding Subgrade Areas. Project also includes adding PAPI units and cable, and providing lighting and signage of Taxiway "C", this will require electrical vault modifications (Design Only).

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning environmental projects, length of construction or design, planning or environmental process)

- 1) Final Design Fall 2012 1st qtr, Bidding spring 2013, Construction summer of 2013
- 2) Design completed by 9-1-13

NEPA Environmental Evaluation Status (Date of FONSI or submit CATEX Form for Approval)

- 1) CATEX completed and accepted in 2010
- 2) To be completed in 2012. See ACIP Item "1B."

Land Title Status &amp; Date of Exhibit "A" Status

Date

N/A

Open AIP Funded Projects

**Certification: To the best of my knowledge and belief, all information shown in the ACIP Data is true and correct and has been duly authorized by the Sponsor.**

Lander County, Nevada

Gene Etcheverry, Executive Director

Name and Title of Authorized Representative (Print or Type) Contact Name and Title (Print or Type)

*John P. Etcheverry* 12-JAN-2012 (775) 635-2885

Signature

Date

Contact Phone (Print or Type)

# **Engineer's Opinion of Probable Cost**



**Project:** Apron Reconstruction - Phase 2  
**Location:** Battle Mountain Airport  
**Client:** Lander County  
**Date:** September 30, 2011

Item	Description	Unit	Quantity	Engineers Estimate	
				Unit Price	Total
1	Bituminous Pavement Removal (>6")	SY	18,600	\$6.00	\$111,600.00
2	Bituminous Pavement Removal (2"-6")	SY	150	\$6.00	\$900.00
3	Unclassified Excavation	CY	9,100	\$13.00	\$118,300.00
4	Unsuitable Excavation	CY	910	\$20.00	\$18,200.00
5	Subgrade Preparation	SY	18,600	\$3.00	\$55,800.00
6	Crushed Aggregate Base Course	TON	19,900	\$36.00	\$716,400.00
7	Cement Treated Base Course	SY	18,600	\$9.00	\$167,400.00
8	Portland Cement	CWT	5,200	\$10.00	\$52,000.00
9	Crushed Aggregate (CTB)	TON	5,200	\$16.00	\$83,200.00
10	Bituminous Surface Course	TON	4,700	\$115.00	\$540,500.00
11	Bituminous Tack Coat	TON	13	\$700.00	\$9,100.00
12	Permanent Pavement Marking	SF	2,230	\$5.00	\$11,150.00
13	Retro-reflective Taxiway Edge Marker	EA	18	\$140.00	\$2,520.00
14	Traffic Control and Construction Safety	LS	1	\$15,000.00	\$15,000.00
15	Mobilization	LS	1	\$95,104	\$95,103.50
16	Contingencies	LS	1	\$37,826.50	\$37,826.50
<b>Total</b>					<b>\$2,035,000.00</b>

square yards of pavement expansion = 18,600

estimated construction cost = \$2,035,000.00

design & const admin = 17.5% \$356,000.00

County admin = \$9,000.00


**Total expected project cost = \$2,400,000.00**

# AWP ACIP DATA SHEET

Enclosure 1

Prepared by: J-U-B Engineers, Inc.

Date: 1-9-12

<b>Airport Name</b>		<b>Battle Mountain</b>	<b>Fiscal Yr.</b>	<b>2014</b>	
<b>Shown On ALP</b>	<b>Project Type*</b>	<b>Project Description</b>	<b>Federal Share</b>	<b>Local Share</b>	<b>Total</b>
Yes	D	3) Runway 12/30 RW Construction including PAPI's and Taxiway "C" Lighting (Construction Phase)	\$5,700,000.00	\$300,000.00	\$6,000,000.00
* D - Development; P - Planning; E - Environmental			\$ 5,700,000.00	\$ 300,000.00	\$ 6,000,000.00
<b>PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS</b>					
<b>Detail Project Description (Square/Lineal Footage or Length/Width)</b>					
3) Runway 12/30's severe distresses/continued deterioration requires pavement to be reconstructed to current pavement design standards. Project area is approx. 730,000 SF to include: removal bit. Surface, base, and subbase courses and yielding subgrade areas. Project also includes adding PAPI Units and cable, and providing lighting and signage of Taxiway C, this will require electrical vault modifications.					
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning environmental projects, length of construction or design, planning or environmental process)					
3) Construction Phase to be scheduled after discussion with FAA to fit federal funding.					
NEPA Environmental Evaluation Status (Date of FONSI or submit CATEX Form for Approval)					
3) Completed 2012					
<b>Land Title Status &amp; Date of Exhibit "A" Status</b>			<b>Date</b>		
N/A					
<b>Open AIP Funded Projects</b>					
<b>Certification: To the best of my knowledge and belief, all information shown in the ACIP Data is true and correct and has been duly authorized by the Sponsor.</b>					
Lander County, Nevada			Gene Etcheverry, Executive Director		
Name and Title of Authorized Representative (Print or Type) Contact Name and Title (Print or Type)					
Signature		Date		Contact Phone (Print or Type)	
		12-JAN-2012		(775) 635-2885	

# AWP ACIP DATA SHEET

Enclosure 1

Prepared by: J-U-B Engineers, Inc.

Date: 1-9-12

Airport Name		Battle Mountain	Fiscal Yr.	2015	
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
Yes	D	4a) Hangar Area Taxiway Construction (Environmental, Design and Construction Phases)	\$ 570,000.00	30,000.00	\$ 600,000.00
Yes	D	4b) Beacon Upgrade	\$ 80,750.00	\$ 4,250.00	\$ 85,000.00
* D - Development; P - Planning; E - Environmental			\$ 650,750.00	\$ 4,250.00	\$ 685,000.00

## PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

4A) Construction of two Taxiways for hangar area expansion. Pavement area is approx. 25,000 SF. Work items include excavation, grading and drainage, base and subbase courses, bit. Surface, marking electrical and lighting items.

4B) New beacon to replace high maintenance and power use existing unit, minor electrical vault modifications.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning environmental projects, length of construction or design, planning or environmental process)

4a) Environmental, Design, Bidding and Construction Phases to be scheduled after discussion with FAA to fit federal funding.

4B) Procurement and construction to fit FAA funding schedule.

NEPA Environmental Evaluation Status (Date of FONSI or submit CATEX Form for Approval)

4A) To be completed as part of this project prior to design phase.

4B) N/A

Land Title Status & Date of Exhibit "A" Status Date

N/A

Open AIP Funded Projects

Certification: To the best of my knowledge and belief, all information shown in the ACIP Data is true and correct and has been duly authorized by the Sponsor.

Lander County, Nevada

Gene Etcheverry, Executive Director

Name and Title of Authorized Representative (Print or Type) Contact Name and Title (Print or Type)

*Gene P. Etcheverry* 12-JAN-2012 (775) 635-2885


Signature Date Contact Phone (Print or Type)

# AWP ACIP DATA SHEET

Enclosure 1

Prepared by: J-U-B Engineers, Inc.

Date: 1-9-12

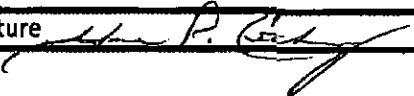
Airport Name		Battle Mountain	Fiscal Yr.	2016	
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
Yes	D	5) Partial Parallel Taxiway (Environmental, Design and Construction Phases)	\$ 3,325,000.00	\$ 175,000.00	\$ 3,500,000.00
* D - Development; P - Planning; E - Environmental			\$ 3,325,000.00	\$ 175,000.00	\$ 3,500,000.00
<p align="center"><b>PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS</b></p>					
<p><b>Detail Project Description (Square/Lineal Footage or Length/Width)</b></p> <p>5) Currently aircraft must taxi on the runway to reach the turnaround on the runway 3 end. This proposed project would consider a portion of the parallel taxiway. Approx. 225,000 SF of taxiway including: excavation, grading and drainage, base and subbase courses, bit. surface, marking, electrical/lighting electrical vault modifications and soil stabilization.</p>					
<p><b>Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning environmental projects, length of construction or design, planning or environmental process)</b></p> <p>5) Environmental, design, bidding and construction phases to be scheduled after discussion with FAA to fit federal funding.</p>					
<p><b>NEPA Environmental Evaluation Status (Date of FONSI or submit CATEX Form for Approval)</b></p> <p>5) To be completed as part of this project prior to design phase.</p>					
Land Title Status & Date of Exhibit "A" Status			Date		
N/A					
<p><b>Open AIP Funded Projects</b></p>					
<p><b>Certification: To the best of my knowledge and belief, all information shown in the ACIP Data is true and correct and has been duly authorized by the Sponsor.</b></p>					
Lander County, Nevada			Gene Etcheverry, Executive Director		
Name and Title of Authorized Representative (Print or Type)			Contact Name and Title (Print or Type)		
			(775) 635-2885		
Signature 		Date	12 - JAN - 2012		
		Contact Phone (Print or Type)			

# AWP ACIP DATA SHEET

Enclosure 1

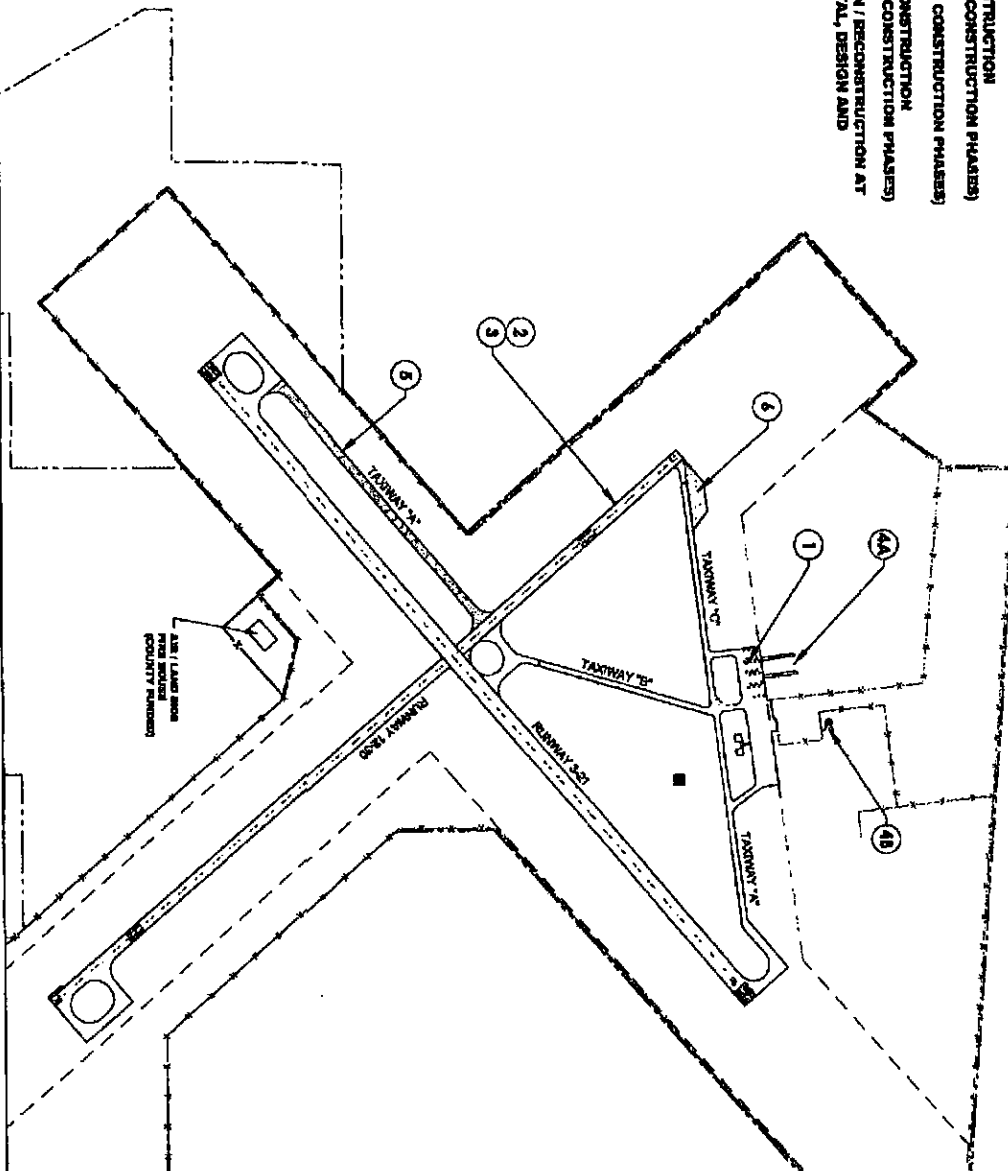
Prepared by: J-U-B Engineers, Inc.

Date: 1-9-12

<b>Airport Name</b>	Battle Mountain		<b>Fiscal Yr.</b>	2017	
<b>Shown On ALP</b>	<b>Project Type*</b>	<b>Project Description</b>	<b>Federal Share</b>	<b>Local Share</b>	<b>Total</b>
Yes	D	6) Taxiway "C" Reconfiguration at R/W 12 end (Environmental Design and Construction Phases)	\$ 475,000.00	\$ 25,000.00	\$ 500,000.00
* D - Development; P - Planning; E - Environmental			\$ 475,000.00	\$ 25,000.00	\$ 500,000.00
<b>PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS</b>					
<b>Detail Project Description (Square/Lineal Footage or Length/Width)</b>					
6) Currently Taxiway "C" approaches the Runway 12 end at a backward angle. This proposed project would reconfigure & reconstruct a portion of Taxiway "C" to create a 90° entrance onto the Runway 12 end. This improvement will greatly improve visibility and safety.					
<b>Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning environmental projects, length of construction or design, planning or environmental process)</b>					
6) Environmental, Design, Bidding and Construction phases to be scheduled after discussion with FAA to fit federal funding.					
<b>NEPA Environmental Evaluation Status (Date of FONSI or submit CATEX Form for Approval)</b>					
6) To be completed as part of this project prior to design phase.					
<b>Land Title Status &amp; Date of Exhibit "A" Status</b>			<b>Date</b>		
N/A					
<b>Open AIP Funded Projects</b>					
<b>Certification: To the best of my knowledge and belief, all information shown in the ACIP Data is true and correct and has been duly authorized by the Sponsor.</b>					
Lander County, Nevada			Gene Etcheverry, Executive Director		
Name and Title of Authorized Representative (Print or Type)			Contact Name and Title (Print or Type)		
			(775) 635-2885		
Signature 			Date 12-JAN-2012		
			Contact Phone (Print or Type)		



FY	ITEM
2013	1 APRON RECONSTRUCTION (PHASE II FINAL DESIGN, BIDDING AND CONSTRUCTION PHASES)
2013	2 RUNWAY 12/30 RECONSTRUCTION INCLUDING INSTALLATION OF PAIPTS AND TAXIWAY "C" LIGHTING (ENVIRONMENTAL EVALUATION AND DESIGN PHASES)
2014	3 RUNWAY 12/30 RECONSTRUCTION (CONSTRUCTION PHASES)
2015	4A HANGAR AREA TAXILANES CONSTRUCTION (ENVIRONMENTAL, DESIGN AND CONSTRUCTION PHASES)
2015	4B BEACON UPGRADE (DESIGN AND CONSTRUCTION PHASES)
2016	5 PART PARALLEL TAXIWAY "A" CONSTRUCTION (ENVIRONMENTAL, DESIGN AND CONSTRUCTION PHASES)
2017	6 TAXIWAY "C" RECONFIGURATION / RECONSTRUCTION AT RUNWAY 1/2 END (ENVIRONMENTAL, DESIGN AND CONSTRUCTION PHASES)



# CAPITAL IMPROVEMENT PLAN BATTLE MOUNTAIN

CAPITAL IMPROVEMENT PLAN  
FISCAL YEARS 2013 - 2017

NO.	DESCRIPTION	BY	DATE
1	APPROVED FOR CONSTRUCTION	JUB	10/1/12

J-U-B ENGINEERS, INC.  
2875 South Decker Lake Drive  
Suite 675  
Salt Lake City, Utah 84119  
Phone: 801.485.9052  
Fax: 801.485.9053  
www.jub-eng.com



PROJECT NUMBER	1
SHEET NUMBER	1



U.S. Department of Transportation  
Federal Aviation Administration  
San Francisco Airports District Office  
1000 Marina Boulevard, Suite 220  
Berkeley, CA 94704-1863

RECEIVED

NOV 17 2011

COUNTY COMMISSION

November 10, 2011

Mr. Gene Etcheverry  
Executive Director  
County of Lander  
825 North Second St (FE/UPS)  
315 S. Humbolt St  
Battle Mountain, Nevada 89820

Dear Mr. Etcheverry:

**RE: Battle Mountain Airport  
Fiscal Year 2013 - 2017 Airport Capital Improvement Plan (ACIP)**

The Federal Aviation Administration is conducting our annual update of the ACIP. The FAA uses the ACIP to identify and prioritize airport capital improvement needs, and to plan the distribution of Airport Improvement Program (AIP) funds. All proposed projects must comply with the National Environmental Policy Act (NEPA); be depicted on your approved Airport Layout Plan (ALP); and be included in your ACIP submission in order to compete for AIP funding.

As part of your ACIP submittal, we request you use the enclosed ACIP Data Sheet [Enclosure (1)]. For the 5-year cycle from Federal fiscal year 2013 through 2017, please identify all proposed projects that you are requesting grant funding for. If you have no projects for any particular year, please state so on the form.

Clearly depict each project including a short narrative of the purpose, a brief justification of the need and a sketch, as further described below:

1. The sketch should be an 8 1/2" x 11" up to 11" x 17" and should clearly depict each project listed on your ACIP Data Sheets, including overall dimensions. Use a separate sketch for each fiscal year, if necessary for clarity.
2. The proposed project must be shown on an FAA approved ALP. The ALP should be updated for FAA approval every 3 years and should be in conformance with FAA Advisory Circular (AC) 150/5300-13. An ALP checklist is available on the FAA Western-Pacific website.
3. The ACIP should reflect logical project progression. Program your planning, aeronautical surveys, environmental and design requirements before construction.
4. Expansion projects should be consistent with reasonable forecasts of aviation demand and the latest Airport Master Plan. The Airports District Office must approve revised aviation forecasts.
5. For capacity projects over \$10 million, a Benefit Cost Analysis is required in accordance with the December 15, 1999 Federal Register Notice, "FAA Policy and Final Guidance Regarding Benefit Cost Analysis (BCA) on Airport Capacity Projects for FAA Decisions on Airport Improvement Program (AIP) Discretionary Grants and Letters of Intent (LOI)" and the October 24, 2011 Federal Register

Notice, "Airport Improvement Program: Modifications to Benefit Cost Analysis (BCA) Threshold."

6. Construction and equipment acquisition grants must be based on bid results. For projects that will require multiple grants over successive years, plan a logical construction sequence.

To help the FAA ensure that all projects comply with the National Environmental Policy Act, please identify the NEPA compliance status for the various projects in your ACIP. There are three levels of environmental documentation available to the FAA: A Categorical Exclusion (CATEX), an Environmental Assessment (EA) and an Environmental Impact Statement (EIS). The types of projects that normally qualify for CATEX, EA or EIS are identified in FAA Orders 1050.1B and 5050.4B. The form for requesting a CATEX is provided as Enclosure 2. Projects that do not qualify for a CATEX determination require either an EA or EIS. The enclosed ACIP data sheet includes a section for you to identify the NEPA status of your airport's proposed projects. Please complete this section of the data sheet based upon your knowledge of the proposed project. Once the fiscal year 2013 candidate project list is finalized, we require airports sponsors to have environmental approval for any construction projects on the candidate list by December 2012.

To facilitate the programming of your proposed projects, the due date to submit your updated ACIP is **January 16, 2012**. Please send your ACIP Data Sheets and project sketches to FAA at the following address:

Federal Aviation Administration  
San Francisco Airports District Office  
1000 Marina Boulevard, Suite 220  
Brisbane, CA 94005-1853  
Attn: Perpetua Mandap

As an alternative to hard copy submittals to the FAA, you may send your ACIP Data Sheets and project sketches electronically to [pet.mandap@faa.gov](mailto:pet.mandap@faa.gov). An electronic copy of the ACIP form is available by request from [pet.mandap@faa.gov](mailto:pet.mandap@faa.gov). For those sponsors who have signed on for our ACIP workshops scheduled for this November to January 2012, we look forward to working with you in the preparation of your ACIP. If you have any questions or need additional information, feel free to call your Program Manager, Abel J. Tapia at (650) 827-7621.

Sincerely,



Robin K. Hunt  
Manager, San Francisco Airports District Office

Enclosures

LANDER COUNTY COMMISSION MEETING

January 26, 2012

**AGENDA ITEM NO. 5**

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

Discussion for possible action regarding Task Order No. 83-10-025-003 between Lander County and J-U-B Engineers, Inc., in an amount not to exceed \$10,000.00, for general engineering services for the Battle Mountain Airport and other matters properly relating thereto.

Public comment.

**Background:**

Task Order No. 83-10-025-003 between Lander County and J-U-B Engineers, Inc., in an amount not to exceed \$10,000.00, for general engineering services for the Battle Mountain Airport is presented for Commission consideration.

This specific Task Order is for general services associated with the Battle Mountain Airport provided under the Master Engineering Services Agreement between Lander County and J-U-B Engineers, Inc., approved by the Commission during the regular meeting of June 24, 2010. Task Orders are airport-specific and are generated out of completion of a single task or group of related tasks completed by J-U-B Engineers, Inc.

Mr. Lew Lott of J-U-B Engineering, Lander County Airport Engineer and Consultant, will be in attendance to provide further details on this item to the Commission.

**Recommended Action:**

It is recommended that the Commission approve Task Order No. 83-10-025-003 between Lander County and J-U-B Engineers, Inc., in an amount **not to exceed \$10,000.00**, for general engineering services for the Battle Mountain Airport.



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE  
LANGDON  
GROUP



GATEWAY  
MAPPING  
INC.

## LETTER OF TRANSMITTAL

TO: Steven Stienmetz  
Lander County, Nevada  
315 S. Humboldt Street  
Battle Mountain, NV 89820

DATE: January 3, 2012	PROJECT NO: 83-10-025
Project Name Battle Mountain & Austin Airports General Services	
RE: Task Orders 003, and 103	

WE ARE SENDING YOU as checked below:

☒ U.S. Mail

☐ Overnight

☐ Courier

COPIES	DATED	DESCRIPTION
3	1/4/12	Task Order No. 003 Battle Mountain Airport General Engineering Services
3	1/4/12	Task Order No. 103 Austin Airport General Engineering Services

THESE ARE TRANSMITTED as checked below:

☐ For approval

☒ For signature

☐ Resubmit \_\_\_ copies for review

☐ For information/use

☐ Make changes noted

☐ Submit \_\_\_ copies for distribution

☐ As requested

☐ Revise and resubmit

☐ Return \_\_\_ corrected prints

☐ For review and comment

☐ Prints returned after loan to us

☐

REMARKS: Please sign all three copies of each Task order, return one copy to us, and keep two copies for your records.

SIGNED: 

LEWIS J. LOTT, P.E.  
PROJECT MANAGER

RECEIVED

JAN - 5 2012

COUNTY COMMISSION

If enclosures are not as noted, kindly notify us at once.

Lander County\83-10-025-001- Battle Mountain - General 2010\Correspondence\ LETTER OF TRANSMITTAL to Steven Stienmetz.docx

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5

**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Task Order No. 83-10-025-003  
Battle Mountain Airport**

DATE: January 4, 2012

**PROJECT: BATTLE MOUNTAIN AIRPORT – GENERAL ENGINEERING SERVICES**

**RE:** Master Engineering Services Agreement between the Lander County, Nevada (CLIENT) and J-U-B ENGINEERS, Inc., (J-U-B), dated JUNE 24, 2010.

Upon execution of this Task Order by CLIENT and J-U-B in the space provided below, this Task Order will serve as authorization for J-U-B to carry out and complete the services set forth below in accordance with the referenced Agreement between the CLIENT and J-U-B.

1. **Purpose:** The CLIENT requires engineering services to address miscellaneous and unforeseen issues at the Battle Mountain Airport, during calendar year 2012.
2. **Scope of Services:** Engineering services will be provided as directed by the CLIENT to address miscellaneous and unforeseen issues at the Battle Mountain Airport. Such issues may include, but are not limited to, the following:
  - a. Revise ACIP documents and submit to FAA SFO ADO.
  - b. Assist with Preparation of materials for and attend FAA SFO ADO Meetings
  - c. Other assistance or Services as requested by the CLIENT not covered under a specific separate Task Order.
3. **Time for Performance of Services:** There is no specific duration for this task except as directed by the CLIENT.
4. **Compensation for Services:** Compensation will be on a Time and Materials basis and shall not exceed \$10,000 in each calendar year without written authorization from the CLIENT.

SIGNATURES

CLIENT:

**Lander County, Nevada**

Dean Bullock  
By: Steven Stienmetz Dean Bullock

Title: Chairman

Date: 1/26/12

ENGINEER:

**J-U-B ENGINEERS, Inc.**

Chuck A. Larson  
By: Chuck A. Larson, P.E.

Title: Area Manager

Date: 1/3/12

**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Task Order No. 83-10-025-003  
Battle Mountain Airport**

DATE: January 4, 2012

**PROJECT: BATTLE MOUNTAIN AIRPORT – GENERAL ENGINEERING SERVICES**

**RE: Master Engineering Services Agreement between the Lander County, Nevada (CLIENT) and J-U-B ENGINEERS, Inc., (J-U-B), dated JUNE 24, 2010.**

Upon execution of this Task Order by CLIENT and J-U-B in the space provided below, this Task Order will serve as authorization for J-U-B to carry out and complete the services set forth below in accordance with the referenced Agreement between the CLIENT and J-U-B.

1. **Purpose: The CLIENT requires engineering services to address miscellaneous and unforeseen issues at the Battle Mountain Airport, during calendar year 2012.**
2. **Scope of Services: Engineering services will be provided as directed by the CLIENT to address miscellaneous and unforeseen issues at the Battle Mountain Airport. Such issues may include, but are not limited to, the following:**
  - a. Revise ACIP documents and submit to FAA SFO ADO.
  - b. Assist with Preparation of materials for and attend FAA SFO ADO Meetings
  - c. Other assistance or Services as requested by the CLIENT not covered under a specific separate Task Order.
3. **Time for Performance of Services: There is no specific duration for this task except as directed by the CLIENT.**
4. **Compensation for Services: Compensation will be on a Time and Materials basis and shall not exceed \$10,000 in each calendar year without written authorization from the CLIENT.**

**SIGNATURES**

**CLIENT:**

**Lander County, Nevada**

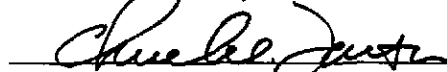
  
By: Steven Stienmetz Dean Bullock

Title: Chairman

Date: 1/26/12

**ENGINEER:**

**J-U-B ENGINEERS, Inc.**

  
By: Chuck A. Larson, P.E.

Title: Area Manager

Date: 1/3/12

LANDER COUNTY COMMISSION MEETING  
January 26, 2012

**AGENDA ITEM NO. 6**

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

Discussion for possible action regarding Task Order No. 83-10-025-103 between Lander County and J-U-B Engineers, Inc., in an amount not to exceed \$10,000.00, for general engineering services for the Austin Airport and other matters properly relating thereto.

Public comment.

***Background:***

Task Order No. 83-10-025-103 between Lander County and J-U-B Engineers, Inc., in an amount not to exceed \$10,000.00, for general engineering services for the Austin Airport is presented for Commission consideration.

This specific Task Order is for general services associated with the Austin Airport provided under the Master Engineering Services Agreement between Lander County and J-U-B Engineers, Inc., approved by the Commission during the regular meeting of June 24, 2010. Task Orders are airport-specific and are generated out of completion of a single task or group of related tasks completed by J-U-B Engineers, Inc.

Mr. Lew Lott of J-U-B Engineering, Lander County Airport Engineer and Consultant, will be in attendance to provide further details on this item to the Commission.

***Recommended Action:***

It is recommended that the Commission approve Task Order No. 83-10-025-103 between Lander County and J-U-B Engineers, Inc., in an amount **not to exceed \$10,000.00**, for general engineering services for the Austin Airport.





J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE  
LANGDON  
GROUP



GATEWAY  
MAPPING  
INC.

## LETTER OF TRANSMITTAL

TO: Steven Stienmetz  
Lander County, Nevada  
315 S. Humboldt Street  
Battle Mountain, NV 89820

DATE: January 3, 2012	PROJECT NO: 83-10-025
Project Name Battle Mountain & Austin Airports General Services	
RE: Task Orders 003, and 103	

WE ARE SENDING YOU as checked below:

☒ U.S. Mail

☐ Overnight

☐ Courier

COPIES	DATED	DESCRIPTION
3	1/4/12	Task Order No. 003 Battle Mountain Airport General Engineering Services
3	1/4/12	Task Order No. 103 Austin Airport General Engineering Services

THESE ARE TRANSMITTED as checked below:

☐ For approval

☒ For signature

☐ Resubmit \_\_\_ copies for review

☐ For information/use

☐ Make changes noted

☐ Submit \_\_\_ copies for distribution

☐ As requested

☐ Revise and resubmit

☐ Return \_\_\_ corrected prints

☐ For review and comment

☐ Prints returned after loan to us

☐

REMARKS: Please sign all three copies of each Task order, return one copy to us, and keep two copies for your records.

SIGNED: 

LEWIS J. LOTT, P.E.  
PROJECT MANAGER

RECEIVED

JAN - 5 2012

COUNTY COMMISSION

If enclosures are not as noted, kindly notify us at once.

Lander County\83-10-025-001- Battle Mountain - General 2010\Correspondence\ LETTER OF TRANSMITTAL to Steven Stienmetz.docx

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**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Task Order No. 83-10-025-103  
Austin Airport**

DATE: January 4, 2012

**PROJECT: AUSTIN AIRPORT – GENERAL ENGINEERING SERVICES**

**RE: Master Engineering Services Agreement between the Lander County, Nevada (CLIENT) and J-U-B ENGINEERS, Inc., (J-U-B), dated **JUNE 24, 2010**.**

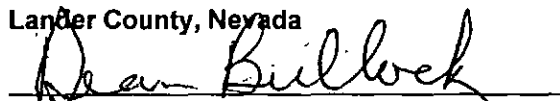
Upon execution of this Task Order by CLIENT and J-U-B in the space provided below, this Task Order will serve as authorization for J-U-B to carry out and complete the services set forth below in accordance with the referenced Agreement between the CLIENT and J-U-B.

1. **Purpose:** The CLIENT requires engineering services to address miscellaneous and unforeseen issues at the Austin Airport, during calendar year 2012.
2. **Scope of Services:** Engineering services will be provided as directed by the CLIENT to address miscellaneous and unforeseen issues at the Battle Mountain Airport. Such issues may include, but are not limited to, the following:
  - a. Revise ACIP documents and submit to FAA SFO ADO.
  - b. Assist with Preparation of materials for and attend FAA SFO ADO Meetings
  - c. Other assistance or Services as requested by the CLIENT not covered under a specific separate Task Order.
3. **Time for Performance of Services:** There is no specific duration for this task except as directed by the CLIENT.
4. **Compensation for Services:** Compensation will be on a Time and Materials basis and shall not exceed \$10,000 in each calendar year without written authorization from the CLIENT.

**SIGNATURES**

**CLIENT:**

**Lander County, Nevada**

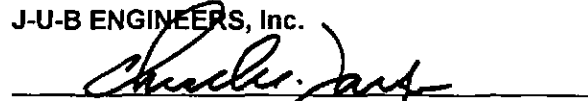
  
By: Steven Stienmetz Dean Bullock

Title: Chairman

Date: 1/26/12

**ENGINEER:**

**J-U-B ENGINEERS, Inc.**

  
By: Chuck A. Larson, P.E.

Title: Area Manager

Date: 1/3/12



J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES

**Task Order No. 83-10-025-103**  
**Austin Airport**

DATE: January 4, 2012

**PROJECT: AUSTIN AIRPORT – GENERAL ENGINEERING SERVICES**

**RE:** Master Engineering Services Agreement between the Lander County, Nevada (CLIENT) and J-U-B ENGINEERS, Inc., (J-U-B), dated **JUNE 24, 2010**.

Upon execution of this Task Order by CLIENT and J-U-B in the space provided below, this Task Order will serve as authorization for J-U-B to carry out and complete the services set forth below in accordance with the referenced Agreement between the CLIENT and J-U-B.

1. **Purpose:** The CLIENT requires engineering services to address miscellaneous and unforeseen issues at the Austin Airport, during calendar year 2012.
2. **Scope of Services:** Engineering services will be provided as directed by the CLIENT to address miscellaneous and unforeseen issues at the Battle Mountain Airport. Such issues may include, but are not limited to, the following:
  - a. Revise ACIP documents and submit to FAA SFO ADO.
  - b. Assist with Preparation of materials for and attend FAA SFO ADO Meetings
  - c. Other assistance or Services as requested by the CLIENT not covered under a specific separate Task Order.
3. **Time for Performance of Services:** There is no specific duration for this task except as directed by the CLIENT.
4. **Compensation for Services:** Compensation will be on a Time and Materials basis and shall not exceed \$10,000 in each calendar year without written authorization from the CLIENT.

SIGNATURES

CLIENT:

**Lander County, Nevada**


  
By: Steven Stienmetz Dean Bullock

Title: Chairman

Date: 1/20/12

ENGINEER:

**J-U-B ENGINEERS, Inc.**

  
By: Chuck A. Larson, P.E.

Title: Area Manager

Date: 1/3/12

LANDER COUNTY COMMISSION MEETING  
January 26, 2012

**AGENDA ITEM NO. 7**

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

Discussion for possible action regarding update on the Battle Mountain Levee project; status of progress on scope of work for Summit Engineering for the Battle Mountain Levee project; and other matters properly relating thereto.

Public comment.

**Background:**

Representatives of Summit Engineering will present an update on the Battle Mountain Levee Project and present information on the status of progress on the Summit Engineering scope of work for the Project.

It is anticipated that representatives from Summit Engineering, including Project Manager Steve Morton, will be in attendance to provide information to the Commission on this item.

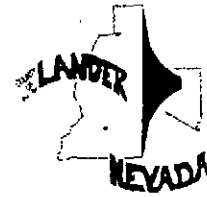
**Recommended Action:**

No specific recommendation for action by the Commission, other than to receive direction with regard to proceeding with the Project, has been developed on this item.

# Lander County Board of Commissioners

Dean Bullock, Chair  
Steven Stienmetz, Vice-Chair  
Brian Garner, Member  
Dave Mason, Member  
Ray Williams, Jr., Member

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January 28, 2012

Colonel William J. Leady, P.E.  
District Engineer  
Sacramento District  
U. S. Army Corps of Engineers  
1325 J Street  
Sacramento, California 95814

DRAFT

Dear Colonel Leady:

Battle Mountain, Nevada is a community located in Lander County on Interstate-80 (I-80) between Reno, Nevada and Salt Lake City, Utah and is at the confluence of the Humboldt and Reese Rivers. The town was flooded in February of 1962 by the Reese River prior to the construction of I-80. The flood inundated 95% of the city with 5 feet of water, with half of the homes flooding above the first floor. The U.S. Army Corps of Engineers (USACE) began work on a levee in May of 1962 to prevent future flooding. In 1968, a levee was constructed on the east side of Battle Mountain to prevent flooding from the Reese River. The existing levee begins at I-80 and extends downstream approximately 7,400 feet north to State Road 806. The existing levee does not provide the intended flood protection from the Reese River. It has been determined to be deficient and does not meet the current FEMA criteria to be an accredited levee. According to FEMA, a majority of Battle Mountain is located in the 100-year flood plain. Battle Mountain would be subject to significant flooding in a storm event similar to the 1962 flood. Lander County signed a Project Cooperation Agreement (PCA) with the USACE on December 11, 2000 to upgrade the levee design and to construct the necessary levee upgrades. However, the project never went to construction. Since the existing PCA was signed in 2000, additional hydrologic and hydraulic analyses have been conducted by Summit Engineering on behalf of Lander County. Several flow obstructions have caused the Reese River to flood outside of its natural flood plain including I-80, US Highway-40, the Southern Pacific Railroad, and several local roads. Multiple studies by the USACE and Summit Engineering on behalf of Lander County have analyzed solutions to fix the flood problems.

**The Lander County Commission**, on behalf of **Lander County** intends to seek approval from the USACE for permission to alter the **Reese River Levee Project**. The existing Reese River Levee Project is located in the Town of Battle Mountain in Lander County, Nevada (Section 17 & Section 20, T 32N, R 45 E). The existing levee is deficient and does not meet the FEMA requirements for an accredited levee per 44 CFR Section 65.10. In order to certify the levee and provide the necessary documentation to receive FEMA accreditation for the levee, several

Colonel William J. Leady, District Engineer  
U.S. Army Corps of Engineers, Sacramento District  
Section 408 Assistance Request Letter  
January 28, 2012

design modifications and construction modifications are required to bring the levee up to current FEMA

standards. Modifications will include raising the levee in order to meet the current freeboard requirement per 44 CFR Section 65.10. Levee intersections with US 40 and Mule Shoe Road will require to be raised to meet the new height of the levee, while the configuration of the rail road crossing will require a re-design.

On behalf of **Lander County**, the **Lander County Commission** requests the U. S. Army Corps of Engineers (USACE) determine the appropriate Section 408 classification for the proposed alteration. Further, in cooperation with **Lander County**, we request the USACE initiate compliance with the provisions of the National Environmental Policy Act.

Due to the existing Reese River Levee's deficiencies, this is an issue of primary importance to the Lander County Commission and the Battle Mountain Community. We respectfully request your assistance on this issue. Lander County has contracted with Summit Engineering to assist with the design and construction services for the required levee modifications. The contact points for Summit Engineering will be:

Andrew Motter, P.E.  
Vice President of Engineering  
5405 Mae Anne Ave.  
Reno, NV 89523

D R A F T

Steve Morton  
Planning Manager  
5405 Mae Anne Ave.  
Reno, NV 89523

Sincerely,

Gene P. Etcheverry  
Executive Director  
Lander County

LANDER COUNTY COMMISSION MEETING  
January 26, 2012

**AGENDA ITEM NO. 8**

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

Discussion for possible action regarding approval of parcel map for Lander County, Section 2, T31N, R45E, Battle Mountain, APN #011-320-02, splitting one (1) parcel into two (2) parcels, and other matters properly relating thereto.

Public comment.

**Background:**

The parcel map for Lander County, Section 2, T31N, R45E, Battle Mountain, APN #011-320-02, splitting one (1) parcel into two (2) parcels, is brought before the Commission for consideration.

The Applicant and owner of this parcel is Lander County. The Lander County Planning Commission unanimously approved a recommendation for approval of the parcel map by the Lander County Board of Commissioners.

Please reference the background information from the regular Commission meeting of December 9, 2010, included as background to this item.

**Recommended Action:**

It is recommended that the Commission uphold the recommendation of the Lander County Planning Commission and approve the parcel map for Lander County, Section 2, T31N, R45E, Battle Mountain, APN #011-320-02, splitting one (1) parcel into two (2) parcels .



Lander County Commissioners  
315 South Humboldt Street  
Battle Mountain, NV 89820  
Tel: (775) 635-2885  
Fax: (775) 635-5332

## AGENDA REQUEST FORM

MEETING DATE REQUESTED: January 26, 2012

NAME: Gina Little REPRESENTING: Community Development Department  
ADDRESS: \_\_\_\_\_  
PHONE (H): \_\_\_\_\_ (W) \_\_\_\_\_ FAX: \_\_\_\_\_  
WHO WILL BE ATTENDING THE MEETING: Gina Little  
JOB TITLE: \_\_\_\_\_

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: \_\_\_\_\_

**Discuss and approve/disapprove the following Parcel Map:**

Applicant: Lander County  
Location: Sec 2, T31N, R45E, Battle Mountain  
APNs: 011-320-02  
Type: Splitting one (1) parcel into two (2) parcels

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

Approve parcel map.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? X YES    NO

AMOUNT: \$ County map changes.

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

WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING? X YES    NO

HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT. HEAD? X YES    NO

FOR REVIEW BY:

CLERK	_____	SHERIFF	_____	J. P.	_____
ASSESSOR	_____	SOCIAL SER.	_____	D. A.	_____
BUILDING	_____	PLANNING	<u>X</u>	TREASURER	_____
AIRPORT	_____	RECORDER	_____	SWIM POOL	_____
R & B	_____	W & S	_____	CIVIC CEN	_____
PARKS	_____	GOLF	_____	FINANCE	_____
FAIR/REC	_____	EXE. DIR	_____	OTHER	_____

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

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

SIGNED

1/16/12

DATE

#  
8



LANDER COUNTY PLANNING COMMISSION  
315 SOUTH HUMBOLDT STREET  
BATTLE MOUNTAIN, NV 89820  
(775) 635-2860



RECOMMENDATION

Date: January 26, 2012  
To: Lander County Board of Commissioners  
From: Gina Little, Community Services Officer  
Lander County Planning Commission

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The Lander County Planning Commission met in regular session on December 14, 2011 to address the following agenda item:

Discuss and approve/disapprove the following Parcel Map:

Applicant: Lander County  
Location: Sec 2, T31N, R45E,  
APNs: 011-320-02  
Type: Splitting one (1) parcel into two(2) parcels.

The Planning Commission discussed the Parcel Map.

Mr. Davis made a motion to approve the parcel map with the addition of the vicinity map inset confirmed by the chair prior to signing, seconded by Mr. Lani. The motion was voted and carried unanimously.

LANDER COUNTY COMMISSION MEETING  
December 9, 2010

**AGENDA ITEM No. 18**

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

Discussion and possible action on commencing process for transfer of County owned land and issuance of deed to Larry Elquist to resolve a property dispute and other matters properly relating thereto.

Public comment.

**Background:**

The proposal to commence the process of transferring Lander County-owned land to Mr. Larry Elquist and the issuance of a deed for the subject land, as remedial action to resolve a property dispute, is brought before the Commission for consideration.

The subject property is located on the south side of the Battle Mountain Airport (BAM) at the end of 2400 East Street. The property is approximately five (5) acres in area and contains a residence, small outbuildings and other appurtenances. The land is included in a parcel, APN 11-320-02, that was donated by the Edna J. Miller Living Trust to Lander County to facilitate the acquisition of the runway visibility zones at BAM.

It became necessary for Lander County to acquire the privately-held parcels of land within the runway visibility zones at BAM to facilitate the Battle Mountain Airport Fencing Project. This particular parcel needing to be acquired by the County, then held by the Edna J. Miller Living Trust, was approximately 2.125 acres in area. The Edna J. Miller Living Trust donated a much larger parcel to the County, (20 acres), that included BOTH the 2.125 acres needed to maintain the runway visibility zone AND the approximately five (5) acre parcel upon which Mr. Elquist has placed a residence.

Mr. Elquist maintains various documents inferring that a land swap occurred between the Millers and himself. The documents evidence a swap of five (5) acres of land to be under the ownership of Mr. Elquist upon certain conditions having been met. The conditions included bringing electricity to and drilling a well on the lot. Elquist performed met the terms of the land swap and placed a manufactured home on the lot in 1977.

**Recommended Action:**

It is recommended that the Commission direct staff to commence the process of transferring the five (5) acre parcel of Lander County-owned land to Mr. Larry Elquist; subject property was included in a parcel of land donated to the County by the Edna J. Miller Living Trust AND upon which a residence owned by Mr. Elquist is placed.



There was further discussion regarding the advantages/disadvantages of allowing the Treasurer to collect Kingston's delinquent water bills through the tax roll process. Mr. Schaeffer suggested that this matter be deferred to a future commission meeting to allow for further review of this issue. Deferred.

### **COMMISSIONERS**

- 18) **Discussion & Possible Action On Commencing Process For Transfer Of County Owned Land & Issuance Of Deed To Larry Elquist To Resolve Property Dispute:** Let the record reflect the presence of Austin, via telephone conference, and Battle Mountain resident Larry Elquist for this discussion. Executive Director Gene Etcheverry updated the Board regarding this matter, as follows:

- \* A proposal to transfer LC owned land to Larry Elquist & issuance of deed for land, as remedial action to resolve property dispute, is presented for consideration;
- \* The subject property is located on the south side of the BM Airport at the end of 2400 East St.;
- \* The property is approximately five acres & contains a residence, small outbuildings & other appurtenances;
- \* The land, included in APN 11-320-02, was donated to LC by Edna J. Miller Living Trust to facilitate acquisition of runway visibility zones at the BM Airport for the fencing project;
- \* The donated property included acreage needed for the runway visibility zones & the approximately five acre parcel upon which Mr. Elquist has a residence;
- \* Mr. Elquist maintains various documents inferring that a land swap occurred between the Millers and himself;
- \* The documents evidence a swap of 5 acres of land to be under the ownership of Mr. Elquist upon certain conditions having been met, including bringing electricity to & drilling a well on the lot;
- \* Mr. Elquist met the terms of the land swap & placed a manufactured home on the lot in 1977.

Deputy District Attorney William Schaeffer made the following comment for the record:

"I've looked into this - I don't have a problem with it. To date, nobody's given me a legal description to do the deed. I'd appreciate you approve this subject to my preparing a deed, but allow the chair to sign the deed afterwards."

Mr. Etcheverry noted the following for the record:

"It needs to go before the Planning Commission to make sure it conforms to zoning and then we can go ahead and do the deed."

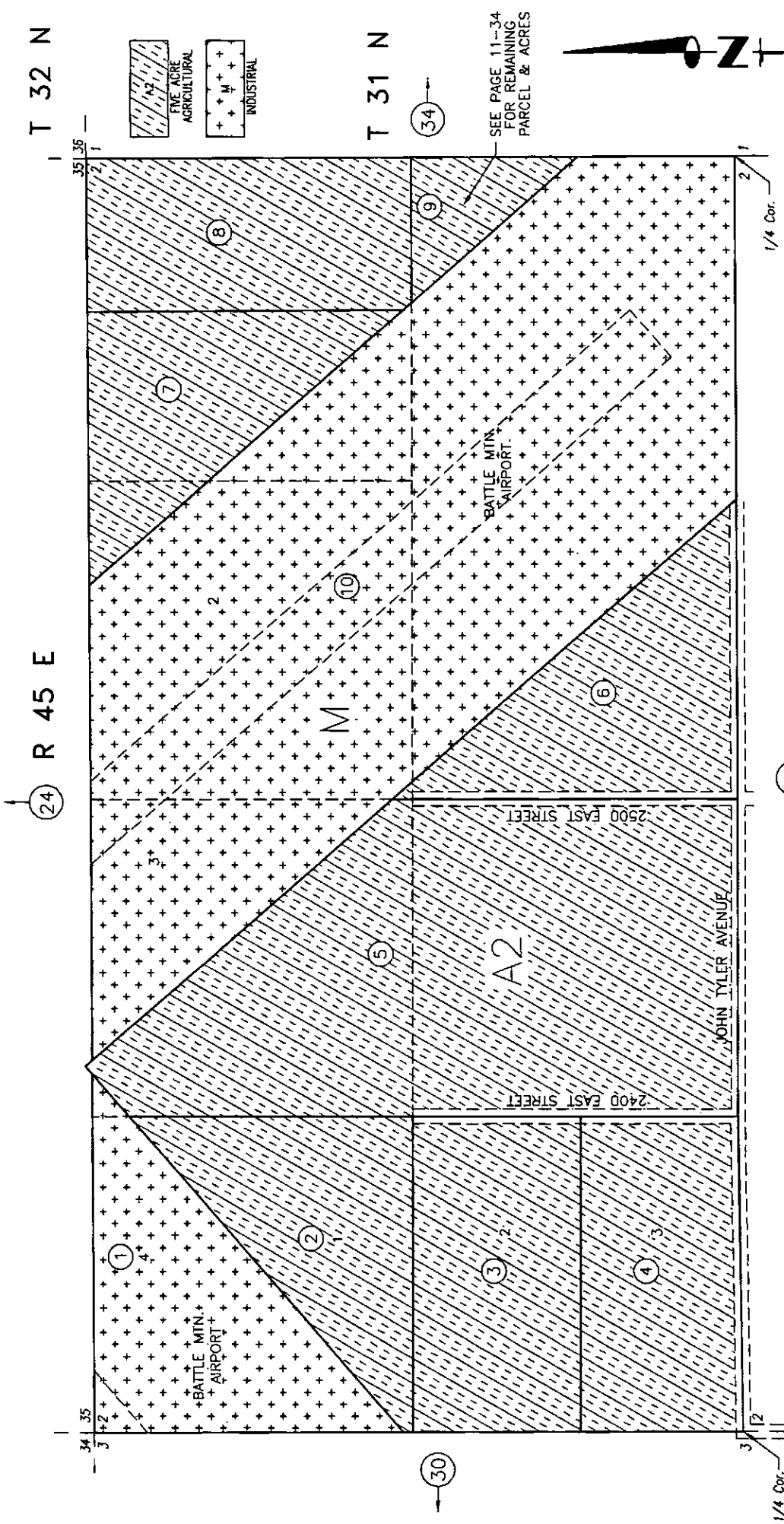
Commissioner Schmidt so moved with approval by the Planning Commission. Seconded by Commissioner Stienmetz, the motion was voted and carried unanimously. Approved.

- 19) **Discussion & Possible Action Regarding Lander County's Issues/Concerns To Be Addressed At The 2011 Legislative Session:** Let the record reflect the presence of Austin via telephone conference. There was general discussion regarding various Lander County issues/concerns that could be addressed during the 2011 Legislative Session.

**Provide Safety, Quality Service & Responsible Fiscal Management  
For Present & Future**



# 11-32 ZONING MAP



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

LANDER COUNTY COMMISSION MEETING  
January 26, 2012

**AGENDA ITEM NO. 9**

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

Discussion for possible action regarding amending Lander County Code 15.24.030(D) to change the allowable age of mobile and manufactured homes from five (5) to fifteen (15) years old and other matters related thereto.

Public comment.

***Background:***

The proposal regarding amendment of Lander County Code 15.24.030(D) to change the allowable age of mobile and manufactured homes from five (5) to fifteen (15) years old is brought before the Commission for consideration.

Provisions of Lander County Code (LCC) 15.24.030(D) are such that any mobile or manufactured home to be permanently placed anywhere in Lander County must be built or manufactured not more than five years from the date of such permanent placement. This provision was put into LCC through the passage by the Commission of Lander County Ordinance No. 2007-09 in February 2007. This restriction does not apply to mobile or manufactured homes already in existence within the County.

The Lander County Planning Commission met in regular session on January 11, 2012 and unanimously approved a recommendation for approval of the amendment of Lander County Code 15.24.030(D), to change the allowable age of mobile and manufactured homes from five (5) to fifteen (15) years old, by the Lander County Board of Commissioners.

**Approval of this recommendation would be facilitated by proposing an Ordinance to Change Lander County Code (LCC) 15.24.030(D) to be formally introduced at the next Commission meeting.**

***Recommended Action:***

It is recommended that the Commission uphold the recommendation of the Lander County Planning Commission and approve the amendment of Lander County Code 15.24.030(D), to change the allowable age of mobile and manufactured homes from five (5) to fifteen (15) years old, and propose an Ordinance for introduction during the February 9, 2012 Commission meeting.



Lander County Commissioners  
315 South Humboldt Street  
Battle Mountain, NV 89820  
Tel: (775) 635-2885  
Fax: (775) 635-5332

## AGENDA REQUEST FORM

MEETING DATE REQUESTED: January 26, 2012

NAME: Joseph Lindsey REPRESENTING: Lander County  
ADDRESS: \_\_\_\_\_  
PHONE (H): \_\_\_\_\_ (W) \_\_\_\_\_ FAX: \_\_\_\_\_  
WHO WILL BE ATTENDING THE MEETING: Joseph Lindsey  
JOB TITLE: Building Official

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: \_\_\_\_\_  
Discussion for possible action regarding amending Lander County Code 15.24.030(d) to change the  
allowable age of mobile and manufactured home from five to fifteen years old and other matters related  
thereto.

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

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

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

WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING? X YES NO

HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT. HEAD? X YES NO

FOR REVIEW BY:

CLERK	_____	SHERIFF	_____	J. P.	_____
ASSESSOR	_____	SOCIAL SER.	_____	D. A.	_____
BUILDING	_____	PLANNING	_____	TREASURER	_____
AIRPORT	_____	RECORDER	_____	SWIM POOL	_____
R & B	_____	W & S	_____	CIVIC CEN	_____
PARKS	_____	GOLF	_____	FINANCE	_____
FAIR/REC	_____	EXE. DIR	_____	OTHER	_____

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

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

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

#  
9

LANDER COUNTY PLANNING COMMISSION  
315 SOUTH HUMBOLDT STREET  
BATTLE MOUNTAIN, NV 89820  
(775) 635-2860



## RECOMMENDATION

Date: January 26, 2012  
To: Lander County Board of Commissioners  
From: Gina Little, Community Services Officer  
Lander County Planning Commission

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The Lander County Planning Commission met in regular session on January 11, 2012 to address the following agenda item:

Discussion for possible action regarding amending Lander County Code 15.24.030(d) to change the allowable age of mobile and manufactured homes from five to fifteen years old and other matters properly related thereto.

The Planning Commission reviewed and discussed the amendment.

The Lander County Planning Commission moved to recommend that the Lander County Commissioners approve the amendment to Lander County Code 15.24.030(d). The motion was voted and carried unanimously.



**Summary:** An ordinance amending Section 15.24.030(D) of the Lander County Code to allow a mobile home or manufactured home to be permanently installed in Lander County if it has been constructed or manufactured not more than fifteen (15) years prior to the date of application for a building or moving permit; and other related matters.

AN ORDINANCE AMENDING SECTION 15.24.030(D) OF THE LANDER COUNTY CODE TO CHANGE THE ALLOWABLE AGE OF MOBILE AND MANUFACTURED HOMES FROM FIVE YEARS TO FIFTEEN YEARS OLD WHEN THEY ARE PERMANENTLY INSTALLED IN LANDER COUNTY. A MOBILE OR MANUFACTURED HOME MUST BE CONSTRUCTED OR MANUFACTURED NOT MORE THAN FIFTEEN (15) YEARS PRIOR TO THE DATE OF THE APPLICATION OF A BUILDING OR MOVING PERMIT; AND OTHER RELATED MATTERS

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

**SECTION 1: Amendment.** The Lander County Code Section 15.24.030(D) is amended in the following manner:

15.24.030 Permitted uses of travel trailers and mobile homes.

D. Any mobile home or manufactured home which is to be permanently installed in Lander County must have been constructed or manufactured not more than ~~five~~ fifteen (15) years prior to the date of application for a building permit or for a moving permit. This subsection shall not apply to valid non-conforming uses, nor to mobile homes which have already been validly permitted.

**SECTION 2: Reenactments.** All other provisions of Lander County Code Section 15.24.030 are reenacted without change.

Proposed on the \_\_\_\_\_ day of \_\_\_\_\_ 2012.

Proposed by Lander County Commissioner: \_\_\_\_\_

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

////

////

Votes: Ayes: Commissioners \_\_\_\_\_

Nays: Commissioners \_\_\_\_\_

Absent: Commissioners \_\_\_\_\_

Not Voting: Commissioners \_\_\_\_\_

LANDER COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
STEVEN STIENMETZ, Chair

Attest:

\_\_\_\_\_  
SADIE SULLIVAN, County Clerk and Ex-Officio  
Clerk of the Board of Commissioners of Lander  
County, Nevada

This ordinance shall be in force and effect on the \_\_\_\_\_ day of \_\_\_\_\_ 2012.

EXPLANATION – Matter in blue ***bolded italics*** is new; matter in red between brackets [omitted material] is material to be omitted.

LANDER COUNTY COMMISSION MEETING  
January 26, 2012

**AGENDA ITEM NO. 10**

**THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:**  
Discussion for possible action regarding approval of the 2012 Local Emergency Planning Committee (LEPC) membership roster and other matters properly relating thereto.

Public comment.

**Background:**

The 2012 Local Emergency Planning Committee (LEPC) Membership Roster is brought before the Commission for consideration.

This is an annual required submission and there have been changes in the membership of the Local Emergency Planning Committee (LEPC) and a new slate of officers has been elected.

A representative of LEPC will be in attendance to provide further details to the Commission on this item.

**Recommended Action:**

It is recommended that the Commission approve the 2012 Local Emergency Planning Committee (LEPC) Membership Roster and request the LEPC Secretary to immediately forward the Roster to the State Emergency Response Commission (SERC).



Lander County Commissioners  
315 South Humboldt Street  
Battle Mountain, NV 89820  
Tel: (775) 635-2885  
Fax: (775) 635-5332

## AGENDA REQUEST FORM

MEETING DATE REQUESTED: Jan 12, 2012

NAME: Mark Langston or Shane Anderson or Mark Bennett REPRESENTING: Local Emergency Planning Committee

ADDRESS: PO Box 1625 Battle Mountain, NV 89820

PHONE (H): 623-2401 (W) 635-23217 ext 606 FAX: 635-2551

WHO WILL BE ATTENDING THE MEETING: New LEPC Chair or Co Chair or Mark Langston (Not determined Yet)

JOB TITLE: Co-chairperson(s) Lander County Local Emergency Planning Committee

### SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

1. Discussion and possible action regarding the approval of the 2012 LEPC membership roster?  
There have been some changes to the membership as well as election of new officers.
2. Discussion and possible action regarding the approval and promulgation of the Lander County All Emergency Operations Plan (EOP) for 2012. The LEPC has completed annual review and made minor administrative changes. Promulgation of EOP is required for Lander County to remain in administrative compliance with the SERC.

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

1. Approve revised LEPC membership
2. Sign Lander County All Emergency Operations Plan promulgation letter

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES X NO

AMOUNT: No Cost

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

This is an annual recurring requirement to remain in administrative compliance with the State Emergency Response Commission and to be eligible for associated grant funding. The changes that are applicable to CY 2012 have not been previously discussed.

WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING? X YES NO

Applicable written documentation will be provided after the LEPC meeting scheduled on 1/10/2012

HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT. HEAD? YES X NO

Not sure who the applicable Dept Head is.

# 10



Lander County Commissioners  
315 South Humboldt Street  
Battle Mountain, NV 89820  
Tel: (775) 635-2885  
Fax: (775) 635-5332

FOR REVIEW BY:

CLERK	_____	SHERIFF	<u>X</u>	J. P.	_____
ASSESSOR	_____	SOCIAL SER.	_____	D. A.	_____
BUILDING	_____	PLANNING	_____	TREASURER	_____
AIRPORT	_____	RECORDER	_____	SWIM POOL	_____
R & B	_____	W & S	_____	CIVIC CEN	_____
PARKS	_____	GOLF	_____	FINANCE	_____
FAIR/REC	_____	EXE. DIR	_____	OTHER	_____

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE .

*M. J. L.*  
SIGNED

12-19-2011  
DATE

*LEAC Chair Pres. &*

Lander County LEPC Meeting Sign-In Sheet				
Category		Agency	Primary	Alternates
1	Elected Local Official	Lander County Commissioner	Brian Garner	
2	Law Enforcement / Civil Defense	Lander County Sherriff	Ron Unger	Robert Quick
3	Fire Fighting	Battle Mountain Volunteer Fire Dept	Bart Negro	Dan Baldini
4	First Aid	Battle Mountain General Hospistal	Lisa Andrae	Kelly Price
5	Health	Lander County Health Nurse	Brenda Keller	Reita Newgard
6	Hospital	Battle Mountain General Hospital	Phil Hannah	
7	Transportation	Lander County School District	Rick Lawson	Amber Goddard
				Tammy Lowe
8	Community Groups	Lander County Sherrif Search and Rescue	Bill Francom	Glen Wiley
				Kerry Tuckett
9	Community Groups	Battle Mountian Ambulance	Jayson Cutler	
10	EPCRA Facility	Goldcorp - Marigold Mine	Mark Langston	Matt Zeitlow
11	EPCRA Facility	Newmont Mining Company	Jason Jury	Mark Bennett
12	EPCRA Facility	Barrick - Cortez Mine	Ester Gondolfo	Sara Hinton
13	EPCRA Facility	Dyno Nobel	Steve Stienmetz	
14	Additional Members	Battle Mountain Band	Mark Oppenein	Laura Snyder
15	Additional Members	Public	Laszlo Laky	

Representation From Eight Agencies Needed  
for A Quorom

LANDER COUNTY COMMISSION MEETING

January 26, 2012

**AGENDA ITEM NO. 11**

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

Discussion for possible action regarding approval and promulgation of the Lander County All Emergency Operations Plan (EOP) for 2012 and other matters properly relating thereto.

Public comment.

**Background:**

The Lander County All Emergency Operations Plan (EOP) for 2012 is brought before the Commission for approval and promulgation.

The promulgation of the All Emergency Operations Plan is an annual required submission to maintain administrative compliance with the regulations of the State Emergency Response Commission (SERC). The Lander County All Emergency Operations Plan (EOP) is reviewed annually by the Local Emergency Planning Committee (LEPC) with any necessary updates or revisions completed prior to submission to the Board of County Commissioners for promulgation.

A representative of LEPC will be in attendance to provide further details to the Commission on this item.

**Recommended Action:**

It is recommended that the Commission approve the Lander County All Emergency Operations Plan (EOP) for 2012, authorize the Chairman to sign the Letter of Promulgation and request the LEPC Secretary to immediately forward the Letter of Promulgation and the EOP to the State Emergency Response Commission (SERC).



Lander County Commissioners  
315 South Humboldt Street  
Battle Mountain, NV 89820  
Tel: (775) 635-2885  
Fax: (775) 635-5332

## AGENDA REQUEST FORM

MEETING DATE REQUESTED: Jan 12, 2012

NAME: Mark Langston or Shane Anderson or Mark Bennett REPRESENTING: Local Emergency Planning Committee

ADDRESS: PO Box 1625 Battle Mountain, NV 89820

PHONE (H): 623-2401 (W) 635-23217 ext 606 FAX: 635-2551

WHO WILL BE ATTENDING THE MEETING: New LEPC Chair or Co Chair or Mark Langston (Not determined Yet)

JOB TITLE: Co-chairperson(s) Lander County Local Emergency Planning Committee

### SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

1. Discussion and possible action regarding the approval of the 2012 LEPC membership roster. There have been some changes to the membership as well as election of new officers.
2. Discussion and possible action regarding the approval and promulgation of the Lander County All Emergency Operations Plan (EOP) for 2012. The LEPC has completed annual review and made minor administrative changes. Promulgation of EOP is required for Lander County to remain in administrative compliance with the SERC.

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

1. Approve revised LEPC membership
2. Sign Lander County All Emergency Operations Plan promulgation letter

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? ☐ YES ☒ NO

AMOUNT: No Cost

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

This is an annual recurring requirement to remain in administrative compliance with the State Emergency Response Commission and to be eligible for associated grant funding. The changes that are applicable to CY 2012 have not been previously discussed.

WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING? ☒ YES ☐ NO

Applicable written documentation will be provided after the LEPC meeting scheduled on 1/10/2012

HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT. HEAD? ☐ YES ☒ NO

Not sure who the applicable Dept Head is.

#11





Lander County Commissioners  
315 South Humboldt Street  
Battle Mountain, NV 89820  
Tel: (775) 635-2885  
Fax: (775) 635-5332

FOR REVIEW BY:

CLERK	_____	SHERIFF	<u>  X  </u>	J. P.	_____
ASSESSOR	_____	SOCIAL SER.	_____	D. A.	_____
BUILDING	_____	PLANNING	_____	TREASURER	_____
AIRPORT	_____	RECORDER	_____	SWIM POOL	_____
R & B	_____	W & S	_____	CIVIC CEN	_____
PARKS	_____	GOLF	_____	FINANCE	_____
FAIR/REC	_____	EXE. DIR	_____	OTHER	_____

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE .

*Mike L*  
SIGNED

12-19-2011  
DATE

*LEAC Chair Pursued*

LANDER COUNTY COMMISSION MEETING  
January 26, 2012

**AGENDA ITEM NO. 12**

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

Discussion for possible action regarding ratification of the SRK Consulting contract for the movement of the Battle Mountain Landfill monitoring wells and other matters properly relating thereto.

Public comment.

**Background:**

SRK Consulting has not corresponded with the Lander County District Attorney's Office regarding concerns with this contract. Therefore, the District Attorney's Office has requested consideration of this contract be deferred to a future meeting.

**Recommended Action:**

It is recommended that the Commission defer consideration of this item to a future meeting.

November 15, 2011

Mr. Donald Negro, Foreman  
Lander County Road & Bridge  
550 West Second Street  
Battle Mountain, Nevada 89820Via e-mail ([lcroads@yahoo.com](mailto:lcroads@yahoo.com))**Subject: Proposal for Engineering Services  
Battle Mountain Landfill, Lander County, Nevada**

Dear Mr. Negro:

SRK Consulting (U.S.), Inc. (SRK) is pleased to present this proposal to Lander County to prepare an update to the closure and postclosure cost estimates, prepare a Site Capacity Report, and permit and coordinate the replacement of two monitoring wells at the Battle Mountain Landfill. The scope of work described below was developed based on our conversations during my site visit on October 18, 2011, and a subsequent conversation with Jon Taylor at the Nevada Division of Environmental Protection, Bureau of Waste Management, Solid Waste Branch (NDEP) on October 19, 2011. The following sections describe the proposed scope of work and project cost estimate.

**SCOPE OF WORK**

For the purposes of proposal preparation and project management, the scope of work has been divided into three main tasks with subtasks, as follows:

Task 0000 – Project Management

Task 0100 – Reporting Requirements

Subtask 0101 – Site Visit

Subtask 0102 – Closure/Postclosure Cost Update Report

Subtask 0103 – Site Capacity Report

Task 0200 – Monitoring Well Relocation

Subtask 0201 - Research and File Review

Subtask 0202 – Waiver Application NDWR (for new monitoring wells)

Subtask 0203 – Request for Approval – NDEP Solid Waste

Subtask 0204 – Driller Coordination/Bid Solicitation

Subtask 0205 – Logging and Driller Oversight (incl. Preparation)

Subtask 0206 – As-Built Report (NDEP)

Subtask 0207 – Outside Services - Drilling Contractor

**Task 0100 – Reporting Requirements**

Although SRK completed one site visit already in preparation for the project, we anticipate that one additional visit may be required, either as part of the preparation of the disposal capacity report, or to coordinate with a

**U.S. Offices:**

Anchorage	907.677.3520
Denver	303.985.1333
Elko	775.753.4151
Fort Collins	970.407.8302
Reno	775.828.6800
Tucson	520.544.3688

**Mexico Office:**

Guadalupe,	
Zacatecas	52.492.927.8982

**Canadian Offices:**

Saskatoon	306.955.4778
Sudbury	705.682.3270
Toronto	416.601.1445
Vancouver	604.881.4196
Yellowknife	867.873.8670

**Group Offices:**

Africa
Asia
Australia
Europe
North America
South America

driller. We therefore have included costs for an additional trip to the site under this task. Closure and postclosure costs are required to be updated annually in accordance with Nevada Administrative Code (NAC) 444.6851(3) and 444.68515(3), respectively. The last update was prepared by SRK in 2009. SRK will complete a new update of closure and postclosure costs according to the method recommended by NDEP. The report will be prepared as a letter report from SRK to Lander County for transmittal to NDEP.

Similarly, updated site capacity reports are required by NAC 444.702(7) once every 5 years. SRK will utilize the landfill survey completed in 2009 and subsequent semi-annual reports to prepare a summary of the remaining site disposal capacity. As with the cost update report, SRK will prepare this correspondence in the form of a letter report from SRK to Lander County for transmittal to NDEP.

#### **Task 0200 – Monitoring Well Relocation**

Under this task, and based on the recommendation of NDEP, SRK will visit NDEP's offices to review the case file and obtain a copy of the existing permit application to evaluate the most efficient means of revising the well locations. SRK will prepare a Monitoring Well Waiver application and an Affidavit of Abandonment for both new wells for submittal to the Nevada Division of Water Resources. SRK will also prepare a request for approval of well relocation to be submitted to NDEP by Lander County. The format of the request will be determined following the file review described above.

Once the required approvals are in place, SRK will prepare a solicitation for drilling bids and assist the County as necessary with driller selection. SRK's field engineer or geologist will oversee drilling and well construction operations in the field and prepare an as-built report with well construction logs once the field work is complete. For the purposes of proposal preparation, SRK has included an estimate of drilling costs in the cost estimate described below, including a 10 percent administrative mark-up. Lander County can avoid this added fee by contracting directly with the driller.

#### **HEALTH AND SAFETY**

SRK maintains an internal Health and Safety Policy which addresses the completion of work by all SRK personnel including travel to and from the project site. Prior to departing for the project site a project-specific health and safety plan will be prepared and reviewed by SRK personnel travelling to the project site. While on-site, SRK personnel will conform to Lander County's health and safety policies governing the project site, to include attending any required site-specific safety training, and participating in safety shares with each individual being responsible for the safe completion of the project work in which he or she is engaged.

#### **PROJECT QUALITY PLAN**

All work will be completed in a manner consistent with accepted standards of professional practice. The completed work products will be prepared by SRK's project team, reviewed by SRK's Nevada engineering Practice Leader, and submitted in draft form for Lander County's review and comment prior to being finalized.

#### **PROJECT COST ESTIMATE**

SRK proposes to complete the scope of work described above for an estimated cost of \$37,583. Note that the drilling costs are only estimated for proposal preparation. SRK will work closely with Lander County once drilling bids are obtained to evaluate the impact of those costs on overall project costs. Estimated costs for each task described above are detailed in attached Table 1. Professional time and expenses will be invoiced on a time-and-materials basis. Project funds not used during the completion of this project will not be invoiced.

SRK will begin the proposed scope of work within two weeks of receipt of written approval to proceed. Authorization to proceed may be signified by signing in the space provided below and returning one copy to SRK. The scope of work described in this proposal can be completed under the terms of an executed Agreement for Consulting Services established between Lander County and SRK. A copy of the agreement is included herein for your review.

SRK appreciates the opportunity to continue to provide consulting services to Lander County. Please feel free to call me at (775) 828-6800 if you have any questions.

Sincerely,  
SRK Consulting (U.S.), Inc.



R. Breese Burnley, P.E.  
Principal Engineer

Approved:

Donald Negro, Foreman  
Lander County Road & Bridge

PO Number

**TABLE 1. Itemized SRK Budget Estimate for Engineering Consulting**

Task Number	Task Description	Labor Costs						SRK Direct Expenses				Task Totals	
		Practice Leader	Principal Engineer	Senior Consultant	Consultant	Technical Draftsperson	Administrative Assistant	Total Fees	Travel	Misc. (Meals, Parking, etc.)	Communication & Computers		Total Expense
TASK 0100 - Reporting Requirements													
0000	Project Management		4				2	\$900			\$63	\$963	\$963
0101	Site Visit (completed)		8					\$1,440	\$300		\$101	\$401	\$1,841
0102	Closure/Postclosure Cost Update Report		2		4			\$880		\$50	\$62	\$112	\$992
0103	Site Capacity Report		8	4	4	8		\$3,440		\$50	\$241	\$291	\$3,731
TASK 0100 - SUBTOTAL													\$7,526
TASK 0200 - Monitoring Well Relocation													
0000	Project Management		4				2	\$900			\$63	\$963	\$963
0201	Research and File Review at NDEP		4				2	\$900	\$100	\$100	\$63	\$263	\$1,163
0202	Waiver Application - NDWR		2	4		2		\$1,180	\$100	\$100	\$83	\$283	\$1,463
0203	Request for Approval - NDEP Solid Waste		4			2		\$940			\$66	\$66	\$1,006
0204	Driller Coordination/Bid Solicitation		4		8			\$1,760			\$123	\$123	\$1,883
0205	Logging and Driller Oversight (Incl. Prep)		8		24			\$4,560	\$600	\$100	\$319	\$1,019	\$5,579
0206	As-Built Report (NDEP)		2		4	4	2	\$1,500		\$100			\$1,500
0207	Outside Services - Drilling Contractor (estimated cost only - will require revision after completion of Subtask 0204 - Includes 10% administrative markup)									\$15,000		\$16,500	\$16,500
TASK 0200 - SUBTOTAL													\$30,057
TOTAL	TOTAL TIME (HOURS)	0	50	8	44	18	8						
	CATEGORY RATE PER HOUR	\$230	\$180	\$150	\$130	\$110	\$90	\$18,400	\$1,100	\$15,500	\$1,183	\$19,183	\$37,583
	TOTAL COST	\$0	\$9,000	\$1,200	\$5,720	\$1,760	\$720						

This Master Services Agreement (the "Agreement") is made effective as of November \_\_\_\_\_, 2011, between:

**LANDER COUNTY**, a municipality having an office at 315 South Humboldt Street, Battle Mountain, Nevada 89820 (the "Client"); and

**SRK CONSULTING (U.S.), INC.**, a Colorado corporation having an office at Suite 300 - 5250 Neil Road, Reno, Nevada, USA 89502 ("SRK")

### 1. SRK Obligations.

- 1.1 **Services to be provided.** The client agrees to receive and SRK agrees to provide services ("Services") as set forth in work orders or letter proposals that reference and incorporate the terms of this agreement (each a "Work Order").
- 1.2 **Changed Conditions and Change Notices.** If SRK identifies changed conditions that will impact on the Services, including but not limited to changes in the scope of the Services, additional work required, or additional fees required (a) SRK shall notify the Client of these changed conditions; and (b) the Client and SRK shall promptly use reasonable best efforts to agree to an addendum to the Work Order or a new Work Order that will take the changed conditions into account.
- 1.3 **Performance.** SRK shall perform the Services with the degree of care, skill and diligence normally provided in the performance of services in respect of projects of a similar nature to that contemplated by the Work Order at the time and place that such services are rendered. In rendering its Services SRK may, at its discretion, engage subcontractors to perform services necessary to enable SRK to carry out the Services.

### 2. Client Obligations.

- 2.1 **Right of Entry and Safety.** The Client shall provide to SRK the right to enter, or otherwise assist SRK to gain entry, to any premises or locations where the Services are required to be performed (the "Site"). Responsibility for damage to and safety in, on or about the Site will remain the responsibility of the Site owner, except for the activities of SRK and SRK's employees, officers, directors, affiliates and contractors which shall be the responsibility of both parties. SRK shall carry out the Services in accordance with SRK's health and safety policy and the policies of the Client, as communicated to SRK. SRK will not have control of the operations or activities of others, nor shall it be inferred by any party that SRK is responsible for site safety. SRK personnel are authorized to refuse to accept conditions at the Site which may be reasonably deemed to be unsafe. The cost associated with any delay due to unsafe conditions will be for the account of the Client.
- 2.2 **Travel.** The Client shall provide safe and secure transportation with qualified drivers and pilots, security personnel and safety equipment as reasonably necessary given the Site location, to and from the Site for SRK personnel. SRK personnel shall have the right to refuse

the transportation provided, if the individual involved is of the opinion that the transportation is not safe or secure. Any additional costs associated with providing replacement transportation or making the current transportation safe and secure, including any costs or standby charges resulting from any delay, shall be borne by the Client.

- 2.3 **Information Provided by Client.** The Client shall make available to SRK all relevant information or data pertinent to the Services which is required by SRK, including, but not limited to, all regulatory, legal or other governmental conditions relating to the Services or work on the Site. The Client shall inform SRK of all reports or other materials that relate to SRK's work, and furnish or otherwise assist SRK to gain access to them.

### 3. Payment.

- 3.1 **Contract Amount.** Subject to the terms and conditions of the Agreement, and in consideration of the performance by SRK of its obligations under the Agreement, the Client shall pay to SRK the hourly, lump sum, contingency or other payments, plus all disbursements, both as stipulated in the Work Order, and on the terms set out in section 3.5. Any compensation to SRK for time spent outside of the scope of a Work Order shall be based upon SRK's prevailing fees and expense reimbursement policy at that time.
- 3.2 **Retainer.** A retainer equal to the amount set out in the Work Order, if any, (the "Retainer") shall be paid to SRK upon execution of each new Work Order. The retainer shall be used as security for payment of the fees owing to SRK and will be applied to the final invoice for the Services. Any balance will then be refunded to the Client upon completion of the Services set out in the Work Order.
- 3.3 **Withholding Taxes.** The total fees payable to SRK for the Services are net of any and all withholding taxes levied by any government. In the event that any taxes are levied against or deducted from the remuneration paid to SRK, the Client shall gross up the amount paid to SRK to compensate for such taxes.
- 3.4 **Other Taxes.** The Client agrees that it shall pay to SRK, in addition to the fees or any other amounts payable hereunder and agreed to in the Agreement, the amount of any goods and services tax, harmonized sales tax, value added tax or other taxes that may be payable on the said fees or any other amount required by the Client to be withheld pursuant to applicable laws and any other

amounts payable by the Client under the Agreement, including any taxes which first came into effect or are increased after the date of the Agreement so that SRK receives the full amount stipulated in the Work Order net of all such taxes and withheld amounts, but this obligation shall not extend to taxes assessed against SRK on its income.

- 3.5 Billing and Payment.** If there is no stated payment schedule in the Work Order, then routine invoices will be submitted by SRK from time to time, but no more frequently than every two weeks. Payments are due and payable upon receipt of invoice. Accounts unpaid by the Client 30 calendar days after the invoice date shall bear monthly interest at a rate of 1.5% per month (being 19.56% per annum), or where such rate is in contravention of applicable laws, the maximum rate allowed. Payments shall first be applied to accrued interest and then to the principal unpaid amount. Payments are in no case subject to unilateral discounting or set-off by the Client.

#### **4. Indemnification, Exclusion and Limit of Liability**

- 4.1 Indemnification of Client.** SRK agrees to hold harmless and indemnify the Client from and against any claims, to the extent they arise from the wilful, fraudulent or negligent acts or omissions of SRK or its officers, directors, employees or contractors.
- 4.2 Indemnification of SRK.** The Client agrees to hold harmless and indemnify SRK from and against any claims, to the extent they arise from the wilful, fraudulent or negligent acts or omissions of the Client or its officers, directors, employees or contractors other than SRK.
- 4.3 Exclusion of liability.** The Client agrees to waive and defend, indemnify and hold harmless SRK from any and all claims, costs, suits and damages, whether in contract, tort or by statute against SRK that:
- 4.3.1 arise out of errors, omissions and inaccuracies in documents or other information provided to SRK by the Client or its agents;
- 4.3.2 arise out of the use of the Work Product by the Client for purposes other than in connection with the Services or if the Work Product are amended, altered or revised in any manner whatsoever without SRK's prior written consent,
- 4.3.3 are associated with exploratory activities, the discovery of materials SRK believes to be regulated contaminants or any cross-contamination resulting from subsurface investigations;
- 4.3.4 any damage to subsurface structures and utilities which were not located or identified by the Client to SRK;
- 4.3.5 any loss or damage which may arise directly or indirectly from use of the Work Product in electronic form by the Client or any other person, including as a

result of any trojan, worm or virus; or

4.3.6 occur from the implementation of the recommendations in the Work Product if SRK is not retained by the Client to determine whether or not work has been performed in substantial compliance with SRK's conclusions and recommendations or to adjust SRK's design to suit field conditions, including but not limited to, all design claims.

Neither Party will be responsible to the other Party for any consequential, special, indirect, incidental, punitive or exemplary loss, injury or damages suffered by the other Party, including but not limited to loss of use, earnings and business interruption.

Any claim made against a Party or its successors by the other Party or its successors will be made solely against the Party or its successors or assigns and will not be made against any individual director, officer, employee or other representative of the Party.

- 4.4 Limits of liability.** In consideration for the Services provided by SRK to the Client under the Agreement, the Client agrees to waive any and all claims arising from the Services, the Agreement or any Work Order, which the Client has or hereafter may have against SRK, SRK's directors, officers, employees or subcontractors, howsoever arising whether in contract, tort, by statute or otherwise:

4.4.1 that are not brought within a period of two (2) years from the date of the completion, termination or suspension of Services, whichever shall first occur; and

4.4.2 to the extent the aggregate of all claims made in connection with the Services provided hereunder that are paid out by or on SRK's behalf to the Client exceed fifty percent (50%) of the aggregate compensation payable to SRK under the Work Order from which the claim arises (exclusive of disbursements).

This limit shall not apply to claims resulting from the fraud of SRK, its directors, officers, employees or subcontractors.

#### **5. Information, Intellectual Property and Work Product**

- 5.1 Confidentiality.** The Client may not release or otherwise make available to any third party the technical and pricing information contained in the Agreement or otherwise disclosed by SRK to the Client, without the express written consent of SRK. Subject to the exceptions set out below SRK shall not directly or indirectly use, duplicate or disclose at any time, either during or after the end of the Agreement, any of the Client's information or material relating to a party's business that is not generally available, known, or used by others, whether or not the underlying details are in the public domain ("Confidential Information"). The restrictions in this section will not apply to information that:



5.1.1 is in the public domain;

5.1.2 is previously known to SRK or in SRK's possession, or is independently acquired by SRK from a third-party;

5.1.3 is required by law to be disclosed; or

5.1.4 SRK must use, duplicate or disclose in order to complete the Services.

SRK may duplicate and keep in its records Confidential Information to the extent that it is necessary to validate the Services and as otherwise required by law.

5.2 **Press.** SRK may use and publish the Client's name and a general description of SRK's services to the Client when describing SRK's experience and qualifications to others. To maintain the high standards associated with SRK's work and to ensure that it is adequately described, the Client will not make any press releases or release publications, other communications or promotional material referring to SRK or the Services without the prior written consent of SRK, except to the extent that it is required by law to do so.

5.3 **Ownership of Work Product.** All documents issued by or through SRK, as instruments of service, which are incorporated into the Services, including but not limited to drawings, plans, models, designs, specifications, bore logs, field data, field notes, laboratory test data, reports, photographs, surveys and other data, and all variations and modifications thereto (the "**Work Product**") shall become the property of Client. SRK is entitled to a copy of the Work Product. Any Work Product furnished to the Client or its agents and not paid for will be returned upon demand and will not be used by the Client. If the Services include the provision of a formal report, SRK may include language in the report that identifies the existence of the Agreement or Work Order and any terms therein.

5.4 **Ownership of Intellectual Property.** All concepts, products or processes, copyright, trademark, patent or other intellectual property ("**IP**") contributed by SRK or Client shall remain the property of the contributing party, and any IP produced by or resulting from the services rendered by SRK in connection with the Services or which are otherwise developed or first reduced to practice by SRK in the performance of its services shall be and remain the property of SRK. SRK shall grant to the Client a non-exclusive, irrevocable, royalty free, fully paid licence to use any IP embodied in the Work Product as required to use, reproduce and distribute the Work Product, to the extent SRK has the right to license the IP.

## **6. Delays and Disputes.**

6.1 **Delays.** If, as a result of strike, lockout or other labor dispute; fire; flood; storm; ice floe; lightning; earthquake; volcanic eruption; explosion; war; civil disturbance; blockade; act of God; governmental restraint imposed or

caused by federal, state, county or municipal law or by any rule, regulation, ordinance or order of or delay or failure to act by a federal, state, county, municipal or other government agency or Proper Authority; inability to secure required federal, state, county, municipal or other governmental permits, approvals or easements; any judicial acts or restraints; accidents; uncontrollable delays in delivery or transportation of materials to the site of use; inability to obtain necessary materials in the open market; or any other cause, except the inability to pay money ("**Force Majeure**"), a Party is unable to carry out, in whole or in part, its obligations under a Work Order, such Party shall give the other Party prompt and reasonably detailed notice of the Force Majeure. Except for obligations to make payments of money, the obligations of the Party giving the notice, so far as they are obligations affected by the Force Majeure, shall be suspended during, but no longer than, the existence of the Force Majeure. The affected Party shall use all reasonable diligence to remove the Force Majeure as quickly as possible; except, however, that the affected Party shall not be required to settle any strikes, lockouts or other labor disputes, and the handling of such matters shall be entirely within the judgment and discretion of the affected Party. Except as provided in this section, neither party shall be responsible to the other for costs, time charges, damages or performance delays caused by circumstances beyond the control of that party, provided however, that SRK shall be entitled to recover amounts for disbursements paid or incurred and fees at its prevailing fees and expense reimbursement policy for time lost where such circumstances could not reasonably have been anticipated or prevented.

6.2 **Termination.** Either party may terminate any Work Order under this Agreement if:

6.2.1 a Force Majeure lasts an aggregate of 45 calendar days during the term of the Agreement; or

6.2.2 the other Party fails to correct a default within 7 calendar days of written notice of the default from the non-defaulting Party.

In addition, any Work Order may be terminated by SRK if:

6.2.3 SRK believes that compliance with the Client's instructions would cause SRK to compromise applicable standards, professional ethics, or laws;

6.2.4 the Client fails to pay undisputed amounts within 30 calendar days of the date due, as set forth herein; or

6.2.5 if control of the Client changes or the Agreement is assigned contrary to section 7.7.

Termination shall occur upon the date set out in a written notice of termination provided by the terminating Party. These rights of termination will not limit any other right or remedy of either Party whether in law or equity. If a Party terminates a Work Order as provided for in this

Agreement, that Party will not be liable for any penalties, costs or damages to the other Party. The Client shall within 30 calendar days of termination pay SRK's fees for services rendered and costs incurred, in accordance with SRK's prevailing fees and expense reimbursement policy, including demobilization costs.

- 6.3 **Dispute Resolution.** Except for disputes solely involving a question of law, the Client and SRK will attempt to resolve all disputes, claims, and other matters in question (a "Dispute") between the parties hereto arising out of or relating to the Agreement, a Work Order, or the breach thereof by mediation, and will use their best efforts to agree on the choice of a mediator. If a Dispute cannot be resolved by mediation within 90 days after one of the parties notifies the other in writing of an intention to mediate the Dispute, the parties will submit the matter in controversy to a single arbitrator for binding arbitration in accordance with the American Arbitration Association in accordance with its Arbitration Rules in effect as of the commencement of arbitration, subject to the limitations and restrictions stated below. The agreement to arbitrate and the determination arising from such arbitration will be specifically enforceable under the prevailing law of any court having jurisdiction. No arbitration arising out of the Agreement may include any person or entity who is not a party to the Agreement without the written consent of both parties.

#### **7. Other Provisions:**

- 7.1 All notices required under the Agreement shall be in writing and effective if delivered in person, sent by email or registered mail or courier addressed to the party for whom it is intended at the address set out above or the email address set out below. A notice will be considered to have been received (a) if delivered by hand, upon receipt by a responsible representative of the receiver; (b) if sent by email, upon the sender receiving confirmation of the message; (c) if mailed or couriered in Canada or the United States, upon the fifth business day following posting; and (d) if mailed or couriered outside of Canada or the United States, upon the tenth business day following posting, except that in the case of a disruption or an impending or threatened disruption in postal

services every notice will be delivered by hand, courier or email. The address or email of either party may be changed by notice.

- 7.2 The Agreement shall be governed by and construed in accordance with the laws in force in Colorado, and the parties submit to the jurisdiction of this State's courts.
- 7.3 The parties will execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary, to give full effect to the Agreement and to make the Agreement legally effective, binding, and enforceable as between them and as against third parties.
- 7.4 The failure of a party to insist upon the strict performance of any term of the Agreement, or to exercise any right or remedy contained in the Agreement, will not be a waiver or a relinquishment by that party for the future of that term, right, or remedy.
- 7.5 If any term of the Agreement is determined to be invalid or unenforceable, in whole or in part, the invalidity or unenforceability will attach only to that term or part term, and the remaining part of the term and all other terms of the Agreement will continue in force and effect.
- 7.6 The Agreement is the entire agreement between the parties and supersedes any prior agreement relating to the Services to be provided under a Work Order incorporating this Agreement, other than those incorporated by reference. There are no representations or warranties, express or implied, statutory or otherwise, and no agreements collateral to the Agreement, other than as expressly set out or referred to in the Agreement. The Agreement may be amended or supplemented only by a written agreement signed by each party.
- 7.7 The Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns and shall not be assigned in whole or in part by either party without the prior written consent of the other party. Any assignment made without that consent is void and of no effect.
- 7.8 Neither the execution of the Agreement nor the performance by a Party of any of its rights and obligations under the Agreement will create any partnership or joint venture between the Parties.

TO EVIDENCE THEIR AGREEMENT the Client and SRK have executed the Agreement on the dates set out below.

**LANDER COUNTY**

By: \_\_\_\_\_  
Authorized Signatory

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Email: \_\_\_\_\_

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

**SRK CONSULTING (U.S.), INC.**

By: \_\_\_\_\_  
Authorized Signatory

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Email: \_\_\_\_\_

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

SRK Consulting (U.S.), Inc. and LANDER COUNTY  
Master Services Agreement (November XX, 2011)

**WORK ORDER # 3XXXXX.010-1**  
(Engineering Consulting)

Date: November XX, 2011

Price: \$37,583

Delivery Date: Open

Description of services to be performed: Services to be provided under this work order include (see attached SRK proposal dated November 15, 2011 for additional detail):

1. Subtask 0000 – Project Management
2. Subtask 0100 – Reporting Requirements
3. Subtask 0200 – Monitoring Well Relocation

A detailed breakdown of project tasks and estimated project costs is included with this Work Order in the attached proposal. The estimated cost for services provided above and described in the attached proposal will not be exceeded without prior authorization from Lander County.

GENERAL AGREEMENT FOR CONSULTING SERVICES: All services completed under this Work Order will be completed in accordance with the terms of the Master Services Agreement between SRK and Lander County, executed on November XX, 2011.

Authorized by: \_\_\_\_\_ Date \_\_\_\_\_  
Donald Negro, Foreman  
Lander County Road & Bridge

Agreed to: \_\_\_\_\_ Date \_\_\_\_\_  
David L. Bentel  
Practice Leader  
SRK Consulting (U.S.), Inc.

Work order must be signed by both parties before work commences.

This Master Services Agreement (the "Agreement") is made effective as of January 25, 2012, between:

**LANDER COUNTY**, a municipality in the State of Nevada having an office at 315 South Humboldt Street, Battle Mountain, Nevada 89820 (the "Client"); and

**SRK CONSULTING (U.S.), INC.**, a Colorado corporation having an office at Suite 300 - 5250 Neil Road, Reno, Nevada, USA 89502 ("SRK")

## 1. SRK Obligations

- 1.1 **Services to be provided.** The client agrees to receive and SRK agrees to provide services ("Services") as set forth in work orders or letter proposals that reference and incorporate the terms of this agreement (each a "Work Order").
- 1.2 **Changed Conditions and Change Notices.** If SRK identifies changed conditions that will impact on the Services, including but not limited to changes in the scope of the Services, additional work required, or additional fees required (a) SRK shall notify the Client of these changed conditions; and (b) the Client and SRK shall promptly use reasonable best efforts to agree to an addendum to the Work Order or a new Work Order that will take the changed conditions into account.
- 1.3 **Performance.** SRK shall perform the Services with the degree of care, skill and diligence normally provided in the performance of services in respect of projects of a similar nature to that contemplated by the Work Order at the time and place that such services are rendered. In rendering its Services SRK may, at its discretion, engage subcontractors to perform services necessary to enable SRK to carry out the Services.

## 2. Client Obligations

- 2.1 **Right of Entry and Safety.** The Client shall provide to SRK the right to enter, or otherwise assist SRK to gain entry, to any premises or locations where the Services are required to be performed (the "Site"). Responsibility for damage to and safety in, on or about the Site will remain the responsibility of the Site owner, except for the activities of SRK and SRK's employees, officers, directors, affiliates and contractors which shall be the responsibility of both parties. SRK shall carry out the Services in accordance with SRK's health and safety policy and the policies of the Client, as communicated to SRK. SRK will not have control of the operations or activities of others, nor shall it be inferred by any party that SRK is responsible for site safety. SRK personnel are authorized to refuse to accept conditions at the Site which may be reasonably deemed to be unsafe. The cost associated with any delay due to unsafe conditions will be for the account of the Client.
- 2.2 **Travel (deleted)**
- 2.3 **Information Provided by Client.** The Client shall make available to SRK all relevant information or data pertinent to the Services which is required by SRK,

including, but not limited to, all regulatory, legal or other governmental conditions relating to the Services or work on the Site. The Client shall inform SRK of all reports or other materials that relate to SRK's work, and furnish or otherwise assist SRK to gain access to them.

## 3. Payment

- 3.1 **Contract Amount.** Subject to the terms and conditions of the Agreement, and in consideration of the performance by SRK of its obligations under the Agreement, the Client shall pay to SRK the hourly, lump sum, contingency or other payments, plus all disbursements, both as stipulated in the Work Order, and on the terms set out in section 3.5. Any compensation to SRK for time spent outside of the scope of a Work Order shall be based upon SRK's prevailing fees and expense reimbursement policy at that time.
- 3.2 **Retainer.** A retainer equal to the amount set out in the Work Order, if any, (the "Retainer") shall be paid to SRK upon execution of each new Work Order. The retainer shall be used as security for payment of the fees owing to SRK and will be applied to the final invoice for the Services. Any balance will then be refunded to the Client upon completion of the Services set out in the Work Order.
- 3.3 **Withholding Taxes.** The total fees payable to SRK for the Services are net of any and all withholding taxes levied by any government. In the event that any taxes are levied against or deducted from the remuneration paid to SRK, the Client shall gross up the amount paid to SRK to compensate for such taxes.
- 3.4 **Other Taxes.** The Client agrees that it shall pay to SRK, in addition to the fees or any other amounts payable hereunder and agreed to in the Agreement, the amount of any goods and services tax, harmonized sales tax, value added tax or other taxes that may be payable on the said fees or any other amount required by the Client to be withheld pursuant to applicable laws and any other amounts payable by the Client under the Agreement, including any taxes which first came into effect or are increased after the date of the Agreement so that SRK receives the full amount stipulated in the Work Order net of all such taxes and withheld amounts, but this obligation shall not extend to taxes assessed against SRK on its income.
- 3.5 **Billing and Payment.** If there is no stated payment schedule in the Work Order, then routine invoices will be submitted by SRK from time to time, but no more

frequently than every two weeks. Payments are due and payable upon receipt of invoice. Accounts unpaid by the Client 30 calendar days after the invoice date shall bear monthly interest at a rate of 1.5% per month (being 19.56% per annum), or where such rate is in contravention of applicable laws, the maximum rate allowed. Payments shall first be applied to accrued interest and then to the principal unpaid amount. Payments are in no case subject to unilateral discounting or set-off by the Client.

#### **4. Indemnification, Exclusion and Limit of Liability.**

**4.1 Indemnification of Client.** SRK agrees to hold harmless and indemnify the Client from and against any claims, to the extent they arise from the wilful, fraudulent or negligent acts or omissions of SRK or its officers, directors, employees or contractors.

**4.2 Indemnification of SRK.** The Client agrees to hold harmless and indemnify SRK from and against any claims, to the extent they arise from the wilful, fraudulent or negligent acts or omissions of the Client or its officers, directors, employees or contractors other than SRK.

**4.3 Exclusion of liability.** The Client agrees to waive and defend, indemnify and hold harmless SRK from any and all claims, costs, suits and damages, whether in contract, tort or by statute against SRK that:

4.3.1 arise out of errors, omissions and inaccuracies in documents or other information provided to SRK by the Client or its agents;

4.3.2 arise out of the use of the Work Product by the Client for purposes other than in connection with the Services or if the Work Product are amended, altered or revised in any manner whatsoever without SRK's prior written consent,

4.3.3 are associated with exploratory activities, the discovery of materials SRK believes to be regulated contaminants or any cross-contamination resulting from subsurface investigations;

4.3.4 any damage to subsurface structures and utilities which were not located or identified by the Client to SRK;

4.3.5 any loss or damage which may arise directly or indirectly from use of the Work Product in electronic form by the Client or any other person, including as a result of any trojan, worm or virus; or

4.3.6 occur from the implementation of the recommendations in the Work Product if SRK is not retained by the Client to determine whether or not work has been performed in substantial compliance with SRK's conclusions and recommendations or to adjust SRK's design to suit field conditions, including but not limited to, all design claims.

Neither Party will be responsible to the other Party for any consequential, special, indirect, incidental, punitive

or exemplary loss, injury or damages suffered by the other Party, including but not limited to loss of use, earnings and business interruption.

Any claim made against a Party or its successors by the other Party or its successors will be made solely against the Party or its successors or assigns and will not be made against any individual director, officer, employee or other representative of the Party.

**4.4 Limits of liability.** In consideration for the Services provided by SRK to the Client under the Agreement, the Client agrees to waive any and all claims arising from the Services, the Agreement or any Work Order, which the Client has or hereafter may have against SRK, SRK's directors, officers, employees or subcontractors, howsoever arising whether in contract, tort, by statute or otherwise:

4.4.1 that are not brought within a period of two (2) years from the date of the completion, termination or suspension of Services, whichever shall first occur; and

4.4.2 to the extent the aggregate of all claims made in connection with the Services provided hereunder that are paid out by or on SRK's behalf to the Client exceed fifty percent (50%) of the aggregate compensation payable to SRK under the Work Order from which the claim arises (exclusive of disbursements).

This limit shall not apply to claims resulting from the fraud of SRK, its directors, officers, employees or subcontractors.

#### **5. Information, Intellectual Property and Work Product**

**5.1 Confidentiality.** The Client may not release or otherwise make available to any third party the technical and pricing information contained in the Agreement or otherwise disclosed by SRK to the Client, without the express written consent of SRK. Subject to the exceptions set out below SRK shall not directly or indirectly use, duplicate or disclose at any time, either during or after the end of the Agreement, any of the Client's information or material relating to a party's business that is not generally available, known, or used by others, whether or not the underlying details are in the public domain ("**Confidential Information**"). The restrictions in this section will not apply to information that:

5.1.1 is in the public domain;

5.1.2 is previously known to SRK or in SRK's possession, or is independently acquired by SRK from a third-party;

5.1.3 is required by law to be disclosed; or

5.1.4 SRK must use, duplicate or disclose in order to complete the Services.

SRK may duplicate and keep in its records Confidential Information to the extent that it is necessary to validate the Services and as otherwise required by law.

**5.2 Press.** SRK may use and publish the Client's name and a general description of SRK's services to the Client when describing SRK's experience and qualifications to others. To maintain the high standards associated with SRK's work and to ensure that it is adequately described, the Client will not make any press releases or release publications, other communications or promotional material referring to SRK or the Services without the prior written consent of SRK, except to the extent that it is required by law to do so.

**5.3 Ownership of Work Product.** All documents issued by or through SRK, as instruments of service, which are incorporated into the Services, including but not limited to drawings, plans, models, designs, specifications, bore logs, field data, field notes, laboratory test data, reports, photographs, surveys and other data, and all variations and modifications thereto (the "Work Product") shall become the property of Client. SRK is entitled to a copy of the Work Product. Any Work Product furnished to the Client or its agents and not paid for will be returned upon demand and will not be used by the Client. If the Services include the provision of a formal report, SRK may include language in the report that identifies the existence of the Agreement or Work Order and any terms therein.

**5.4 Ownership of Intellectual Property.** All concepts, products or processes, copyright, trademark, patent or other intellectual property ("IP") contributed by SRK or Client shall remain the property of the contributing party, and any IP produced by or resulting from the services rendered by SRK in connection with the Services or which are otherwise developed or first reduced to practice by SRK in the performance of its services shall be and remain the property of SRK. SRK shall grant to the Client a non-exclusive, irrevocable, royalty free, fully paid licence to use any IP embodied in the Work Product as required to use, reproduce and distribute the Work Product, to the extent SRK has the right to license the IP.

## **6. Delays and Disputes.**

**6.1 Delays.** If, as a result of strike, lockout or other labor dispute; fire; flood; storm; ice floe; lightning; earthquake; volcanic eruption; explosion; war; civil disturbance; blockade; act of God; governmental restraint imposed or caused by federal, state, county or municipal law or by any rule, regulation, ordinance or order of or delay or failure to act by a federal, state, county, municipal or other government agency or Proper Authority; inability to secure required federal, state, county, municipal or other governmental permits, approvals or easements; any judicial acts or restraints; accidents; uncontrollable delays in delivery or transportation of materials to the site of use; inability to obtain necessary materials in the open market; or any other cause, except the inability to pay money ("Force Majeure"), a Party is unable to carry out, in whole or in part, its obligations under a Work Order, such

Party shall give the other Party prompt and reasonably detailed notice of the Force Majeure. Except for obligations to make payments of money, the obligations of the Party giving the notice, so far as they are obligations affected by the Force Majeure, shall be suspended during, but no longer than, the existence of the Force Majeure. The affected Party shall use all reasonable diligence to remove the Force Majeure as quickly as possible; except, however, that the affected Party shall not be required to settle any strikes, lockouts or other labor disputes, and the handling of such matters shall be entirely within the judgment and discretion of the affected Party. Except as provided in this section, neither party shall be responsible to the other for costs, time charges, damages or performance delays caused by circumstances beyond the control of that party, provided however, that SRK shall be entitled to recover amounts for disbursements paid or incurred and fees at its prevailing fees and expense reimbursement policy for time lost where such circumstances could not reasonably have been anticipated or prevented.

**6.2 Termination.** Either party may terminate any Work Order under this Agreement if:

6.2.1 a Force Majeure lasts an aggregate of 45 calendar days during the term of the Agreement; or

6.2.2 the other Party fails to correct a default within 7 calendar days of written notice of the default from the non-defaulting Party.

In addition, any Work Order may be terminated by SRK if:

6.2.3 SRK believes that compliance with the Client's instructions would cause SRK to compromise applicable standards, professional ethics, or laws;

6.2.4 the Client fails to pay undisputed amounts within 30 calendar days of the date due, as set forth herein; or

6.2.5 if control of the Client changes or the Agreement is assigned contrary to section 7.7.

Termination shall occur upon the date set out in a written notice of termination provided by the terminating Party. These rights of termination will not limit any other right or remedy of either Party whether in law or equity. If a Party terminates a Work Order as provided for in this Agreement, that Party will not be liable for any penalties, costs or damages to the other Party. The Client shall within 30 calendar days of termination pay SRK's fees for services rendered and costs incurred, in accordance with SRK's prevailing fees and expense reimbursement policy, including demobilization costs.

**6.3 Dispute Resolution.** Except for disputes solely involving a question of law, the Client and SRK will attempt to resolve all disputes, claims, and other matters in question (a "Dispute") between the parties hereto arising out of or relating to the Agreement, a Work Order, or the breach thereof by mediation, and will use their best efforts to

agree on the choice of a mediator. If a Dispute cannot be resolved by mediation within 90 days after one of the parties notifies the other in writing of an intention to mediate the Dispute, the parties will submit the matter in controversy to a single arbitrator for binding arbitration in accordance with the American Arbitration Association in accordance with its Arbitration Rules in effect as of the commencement of arbitration, subject to the limitations and restrictions stated below. The agreement to arbitrate and the determination arising from such arbitration will be specifically enforceable under the prevailing law of any court having jurisdiction. No arbitration arising out of the Agreement may include any person or entity who is not a party to the Agreement without the written consent of both parties.

#### **7. Other Provisions:**

- 7.1 All notices required under the Agreement shall be in writing and effective if delivered in person, sent by email or registered mail or courier addressed to the party for whom it is intended at the address set out above or the email address set out below. A notice will be considered to have been received (a) if delivered by hand, upon receipt by a responsible representative of the receiver; (b) if sent by email, upon the sender receiving confirmation of the message; (c) if mailed or couriered in Canada or the United States, upon the fifth business day following posting; and (d) if mailed or couriered outside of Canada or the United States, upon the tenth business day following posting, except that in the case of a disruption or an impending or threatened disruption in postal services every notice will be delivered by hand, courier or email. The address or email of either party may be changed by notice.
- 7.2 The Agreement shall be governed by and construed in accordance with the laws in force in Colorado, and the parties submit to the jurisdiction of this State's courts.

- 7.3 The parties will execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary, to give full effect to the Agreement and to make the Agreement legally effective, binding, and enforceable as between them and as against third parties.
- 7.4 The failure of a party to insist upon the strict performance of any term of the Agreement, or to exercise any right or remedy contained in the Agreement, will not be a waiver or a relinquishment by that party for the future of that term, right, or remedy.
- 7.5 If any term of the Agreement is determined to be invalid or unenforceable, in whole or in part, the invalidity or unenforceability will attach only to that term or part term, and the remaining part of the term and all other terms of the Agreement will continue in force and effect.
- 7.6 The Agreement is the entire agreement between the parties and supersedes any prior agreement relating to the Services to be provided under a Work Order incorporating this Agreement, other than those incorporated by reference. There are no representations or warranties, express or implied, statutory or otherwise, and no agreements collateral to the Agreement, other than as expressly set out or referred to in the Agreement. The Agreement may be amended or supplemented only by a written agreement signed by each party.
- 7.7 The Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns and shall not be assigned in whole or in part by either party without the prior written consent of the other party. Any assignment made without that consent is void and of no effect.
- 7.8 Neither the execution of the Agreement nor the performance by a Party of any of its rights and obligations under the Agreement will create any partnership or joint venture between the Parties.

TO EVIDENCE THEIR AGREEMENT the Client and SRK have executed the Agreement on the dates set out below.

LANDER COUNTY

By: Dean Bullock  
Authorized Signatory

Print Name: DEAN BULLOCK

Print Title: COMMISSIONER

Email: \_\_\_\_\_

Date: 1/26/12

SRK CONSULTING (U.S.), INC.

By: \_\_\_\_\_  
Authorized Signatory

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Email: \_\_\_\_\_

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



SRK Consulting (US) Inc.  
5250 Neil Road, Suite 300  
Reno, Nevada 89502

T: (775) 828-6800  
F: (775) 828-6820

reno@srk.com  
www.srk.com

November 15, 2011

Mr. Donald Negro, Foreman  
Lander County Road & Bridge  
550 West Second Street  
Battle Mountain, Nevada 89820

Via e-mail ([lcroads@yahoo.com](mailto:lcroads@yahoo.com))

**Subject: Proposal for Engineering Services  
Battle Mountain Landfill, Lander County, Nevada**

Dear Mr. Negro:

SRK Consulting (U.S.), Inc. (SRK) is pleased to present this proposal to Lander County to prepare an update to the closure and postclosure cost estimates, prepare a Site Capacity Report, and permit and coordinate the replacement of two monitoring wells at the Battle Mountain Landfill. The scope of work described below was developed based on our conversations during my site visit on October 18, 2011, and a subsequent conversation with Jon Taylor at the Nevada Division of Environmental Protection, Bureau of Waste Management, Solid Waste Branch (NDEP) on October 19, 2011. The following sections describe the proposed scope of work and project cost estimate.

### **SCOPE OF WORK**

For the purposes of proposal preparation and project management, the scope of work has been divided into three main tasks with subtasks, as follows:

Task 0000 – Project Management

Task 0100 – Reporting Requirements

Subtask 0101 – Site Visit

Subtask 0102 – Closure/Postclosure Cost Update Report

Subtask 0103 – Site Capacity Report

Task 0200 – Monitoring Well Relocation

Subtask 0201 - Research and File Review

Subtask 0202 – Waiver Application NDWR (for new monitoring wells)

Subtask 0203 – Request for Approval – NDEP Solid Waste

Subtask 0204 – Driller Coordination/Bid Solicitation

Subtask 0205 – Logging and Driller Oversight (incl. Preparation)

Subtask 0206 – As-Built Report (NDEP)

Subtask 0207 – Outside Services - Drilling Contractor

### **Task 0100 – Reporting Requirements**

Although SRK completed one site visit already in preparation for the project, we anticipate that one additional visit may be required, either as part of the preparation of the disposal capacity report, or to coordinate with a

#### **U.S. Offices:**

Anchorage	907.677.3520
Denver	303.985.1333
Elko	775.753.4151
Fort Collins	970.407.8302
Reno	775.828.6800
Tucson	520.544.3688

#### **Mexico Office:**

Guadalupe,	
Zacatecas	52.492.927.8982

#### **Canadian Offices:**

Saskatoon	306.955.4778
Sudbury	705.682.3270
Toronto	416.601.1445
Vancouver	604.681.4196
Yellowknife	867.873.6670

#### **Group Offices:**

Africa	
Asia	
Australia	
Europe	
North America	
South America	



driller. We therefore have included costs for an additional trip to the site under this task. Closure and postclosure costs are required to be updated annually in accordance with Nevada Administrative Code (NAC) 444.6851(3) and 444.68515(3), respectively. The last update was prepared by SRK in 2009. SRK will complete a new update of closure and postclosure costs according to the method recommended by NDEP. The report will be prepared as a letter report from SRK to Lander County for transmittal to NDEP.

Similarly, updated site capacity reports are required by NAC 444.702(7) once every 5 years. SRK will utilize the landfill survey completed in 2009 and subsequent semi-annual reports to prepare a summary of the remaining site disposal capacity. As with the cost update report, SRK will prepare this correspondence in the form of a letter report from SRK to Lander County for transmittal to NDEP.

#### **Task 0200 – Monitoring Well Relocation**

Under this task, and based on the recommendation of NDEP, SRK will visit NDEP's offices to review the case file and obtain a copy of the existing permit application to evaluate the most efficient means of revising the well locations. SRK will prepare a Monitoring Well Waiver application and an Affidavit of Abandonment for both new wells for submittal to the Nevada Division of Water Resources. SRK will also prepare a request for approval of well relocation to be submitted to NDEP by Lander County. The format of the request will be determined following the file review described above.

Once the required approvals are in place, SRK will prepare a solicitation for drilling bids and assist the County as necessary with driller selection. SRK's field engineer or geologist will oversee drilling and well construction operations in the field and prepare an as-built report with well construction logs once the field work is complete. For the purposes of proposal preparation, SRK has included an estimate of drilling costs in the cost estimate described below, including a 10 percent administrative mark-up. Lander County can avoid this added fee by contracting directly with the driller.

#### **HEALTH AND SAFETY**

SRK maintains an internal Health and Safety Policy which addresses the completion of work by all SRK personnel including travel to and from the project site. Prior to departing for the project site a project-specific health and safety plan will be prepared and reviewed by SRK personnel travelling to the project site. While on-site, SRK personnel will conform to Lander County's health and safety policies governing the project site, to include attending any required site-specific safety training, and participating in safety shares with each individual being responsible for the safe completion of the project work in which he or she is engaged.

#### **PROJECT QUALITY PLAN**

All work will be completed in a manner consistent with accepted standards of professional practice. The completed work products will be prepared by SRK's project team, reviewed by SRK's Nevada engineering Practice Leader, and submitted in draft form for Lander County's review and comment prior to being finalized.

#### **PROJECT COST ESTIMATE**

SRK proposes to complete the scope of work described above for an estimated cost of \$37,583. Note that the drilling costs are only estimated for proposal preparation. SRK will work closely with Lander County once drilling bids are obtained to evaluate the impact of those costs on overall project costs. Estimated costs for each task described above are detailed in attached Table 1. Professional time and expenses will be invoiced on a time-and-materials basis. Project funds not used during the completion of this project will not be invoiced.

SRK will begin the proposed scope of work within two weeks of receipt of written approval to proceed. Authorization to proceed may be signified by signing in the space provided below and returning one copy to SRK. The scope of work described in this proposal can be completed under the terms of an executed Agreement for Consulting Services established between Lander County and SRK. A copy of the agreement is included herein for your review.

SRK appreciates the opportunity to continue to provide consulting services to Lander County. Please feel free to call me at (775) 828-6800 if you have any questions.

Sincerely,  
SRK Consulting (U.S.), Inc.



R. Breese Burnley, P.E.  
Principal Engineer

Approved:



Donald Negro, Foreman  
Lander County Road & Bridge

PO Number

**TABLE 1. Itemized SRK Budget Estimate for Engineering Consulting**

		Labor Costs							SRK Direct Expenses				
Task Number	Task Description	Practice Leader	Principal Engineer	Senior Consultant	Consultant	Technical Draftsperson	Administrative Assistant	Total Fees	Travel	Misc. (Equip. Printing, etc.)	Communication & Computers	Total Expense	Task Totals
TASK 0100 - Reporting Requirements													
0000	Project Management		4				2	\$900			\$63	\$63	\$963
0101	Site Visit (completed)		8					\$1,440	\$300		\$101	\$401	\$1,841
0102	Closure/Postclosure Cost Update Report		2		4			\$880		\$50	\$62	\$112	\$992
0103	Site Capacity Report		8	4	4	8		\$3,440		\$50	\$241	\$291	\$3,731
TASK 0100 - SUBTOTAL													\$7,526
TASK 0200 - Monitoring Well Relocation													
0000	Project Management		4				2	\$900			\$63	\$63	\$963
0201	Research and File Review at NDEP		4				2	\$900	\$100	\$100	\$63	\$263	\$1,163
0202	Waiver Application - NDWR		2	4		2		\$1,180	\$100	\$100	\$83	\$283	\$1,463
0203	Request for Approval - NDEP Solid Waste		4			2		\$940			\$66	\$66	\$1,006
0204	Driller Coordination/Bid Solicitation		4		8			\$1,760			\$123	\$123	\$1,883
0205	Logging and Driller Oversight (incl. Prep)		8		24			\$4,560	\$600	\$100	\$319	\$1,019	\$5,579
0206	As-Built Report (NDEP)		2		4	4	2	\$1,500		\$100			\$1,500
0207	Outside Services - Drilling Contractor (estimated cost only - will require revision after completion of Subtask 0204 - includes 10% administrative markup)									\$15,000		\$16,500	\$16,500
TASK 0200 - SUBTOTAL													\$30,057
TOTAL	TOTAL TIME (HOURS)	0	50	8	44	16	8						
	CATEGORY RATE PER HOUR	\$230	\$180	\$150	\$130	\$110	\$90		\$1,100	\$15,500	\$1,183	\$19,183	\$37,583
	TOTAL COST	\$0	\$9,000	\$1,200	\$5,720	\$1,760	\$720						

**SRK Consulting (U.S.), Inc. and LANDER COUNTY**  
**Master Services Agreement (January 26, 2011)**

**WORK ORDER # 110700.090-1**  
**(Engineering Consulting)**

Date: January 26, 2011

Price: \$37,583

Delivery Date: Open

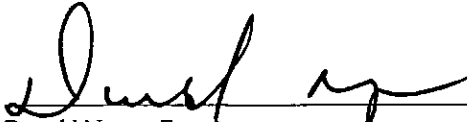
Description of services to be performed: Services to be provided under this work order include (see attached SRK proposal dated November 15, 2011 for additional detail):

1. Subtask 0000 – Project Management
2. Subtask 0100 – Reporting Requirements
3. Subtask 0200 – Monitoring Well Relocation

A detailed breakdown of project tasks and estimated project costs is included with this Work Order in the attached proposal. The estimated cost for services provided above and described in the attached proposal will not be exceeded without prior authorization from Lander County.

GENERAL AGREEMENT FOR CONSULTING SERVICES: All services completed under this Work Order will be completed in accordance with the terms of the Master Services Agreement between SRK and Lander County, executed on January 26, 2011.

Authorized by:

  
Donald Negro, Foreman  
Lander County Road & Bridge

Date 1-26-12

Agreed to:

David L. Bentel  
Practice Leader  
SRK Consulting (U.S.), Inc.

Date \_\_\_\_\_

Work order must be signed by both parties before work commences.



SRK Consulting (US) Inc.  
5250 Neil Road, Suite 300  
Reno, Nevada 89502

T: (775) 828-6800  
F: (775) 828-6820

reno@srk.com  
www.srk.com

November 15, 2011

Mr. Donald Negro, Foreman  
Lander County Road & Bridge  
550 West Second Street  
Battle Mountain, Nevada 89820

*Via e-mail ([lcroads@yahoo.com](mailto:lcroads@yahoo.com))*

**Subject: Proposal for Engineering Services  
Battle Mountain Landfill, Lander County, Nevada**

Dear Mr. Negro:

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  - Subtask 0207 – Outside Services - Drilling Contractor

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LF\_Proposal\_2011  
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U.S. Offices:		Mexico Office:	Canadian Offices:	Group Offices:
Anchorage	907.677.3520	Guadalupe,	Saskatoon 306.955.4778	Africa
Denver	303.985.1333	Zacatecas	Sudbury 705.882.3270	Asia
Elko	775.753.4151	52.492.927.8982	Toronto 416.601.1445	Australia
Fort Collins	970.407.8302		Vancouver 604.681.4196	Europe
Reno	775.828.6800		Yellowknife 867.873.8670	North America
Tucson	520.544.3688			South America

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Once the required approvals are in place, SRK will prepare a solicitation for drilling bids and assist the County as necessary with driller selection. SRK's field engineer or geologist will oversee drilling and well construction operations in the field and prepare an as-built report with well construction logs once the field work is complete. For the purposes of proposal preparation, SRK has included an estimate of drilling costs in the cost estimate described below, including a 10 percent administrative mark-up. Lander County can avoid this added fee by contracting directly with the driller.

#### **HEALTH AND SAFETY**

SRK maintains an internal Health and Safety Policy which addresses the completion of work by all SRK personnel including travel to and from the project site. Prior to departing for the project site a project-specific health and safety plan will be prepared and reviewed by SRK personnel travelling to the project site. While on-site, SRK personnel will conform to Lander County's health and safety policies governing the project site, to include attending any required site-specific safety training, and participating in safety shares with each individual being responsible for the safe completion of the project work in which he or she is engaged.

#### **PROJECT QUALITY PLAN**

All work will be completed in a manner consistent with accepted standards of professional practice. The completed work products will be prepared by SRK's project team, reviewed by SRK's Nevada engineering Practice Leader, and submitted in draft form for Lander County's review and comment prior to being finalized.

#### **PROJECT COST ESTIMATE**

SRK proposes to complete the scope of work described above for an estimated cost of \$37,583. Note that the drilling costs are only estimated for proposal preparation. SRK will work closely with Lander County once drilling bids are obtained to evaluate the impact of those costs on overall project costs. Estimated costs for each task described above are detailed in attached Table 1. Professional time and expenses will be invoiced on a time-and-materials basis. Project funds not used during the completion of this project will not be invoiced.

SRK will begin the proposed scope of work within two weeks of receipt of written approval to proceed. Authorization to proceed may be signified by signing in the space provided below and returning one copy to SRK. The scope of work described in this proposal can be completed under the terms of an executed Agreement for Consulting Services established between Lander County and SRK. A copy of the agreement is included herein for your review.

SRK appreciates the opportunity to continue to provide consulting services to Lander County. Please feel free to call me at (775) 828-6800 if you have any questions.

Sincerely,  
**SRK Consulting (U.S.), Inc.**

A handwritten signature in black ink, appearing to read 'R. Burnley', with a stylized, looping flourish at the end.

R. Breese Burnley, P.E.  
Principal Engineer

Approved:

Donald Negro, Foreman  
Lander County Road & Bridge

PO Number

**TABLE 1. Itemized SRK Budget Estimate for Engineering Consulting**

Labor Costs										SRK Direct Expenses				
Task Number	Task Description	Practice Leader	Principal Engineer	Senior Consultant	Consultant	Technical Draftsperson	Administrative Assistant	Total Fees	Travel	Misc. (Equip. Printing, etc.)	Communication & Computers	Total Expense	Task Totals	
TASK 0100 - Reporting Requirements														
0000	Project Management		4				2	\$900			\$63	\$963	\$963	
0101	Site Visit (completed)		8					\$1,440	\$300		\$101	\$401	\$1,841	
0102	Closure/Postclosure Cost Update Report		2		4			\$880		\$50	\$62	\$112	\$992	
0103	Site Capacity Report		8	4	4	8		\$3,440		\$50	\$241	\$291	\$3,731	
TASK 0100 - SUBTOTAL													\$7,528	
TASK 0200 - Monitoring Well Relocation														
0000	Project Management		4				2	\$900			\$63	\$963	\$963	
0201	Research and File Review at NDEP		4				2	\$900	\$100	\$100	\$63	\$263	\$1,163	
0202	Waiver Application - NDWR		2	4		2		\$1,180	\$100	\$100	\$83	\$283	\$1,463	
0203	Request for Approval - NDEP Solid Waste		4			2		\$940			\$66	\$66	\$1,006	
0204	Driller Coordination/Bid Solicitation		4		8			\$1,760			\$123	\$123	\$1,883	
0205	Logging and Driller Oversight (incl. Prep)		8		24			\$4,560	\$600	\$100	\$319	\$1,019	\$5,579	
0206	As-Built Report (NDEP)		2		4	4	2	\$1,500		\$100			\$1,500	
0207	Outside Services - Drilling Contractor (estimated cost only - will require revision after completion of Subtask 0204 - includes 10% administrative markup)									\$15,000		\$16,500	\$16,500	
TASK 0200 - SUBTOTAL													\$30,057	
TOTAL	TOTAL TIME (HOURS)		0	50	8	44	16	8						
	CATEGORY RATE PER HOUR		\$230	\$180	\$150	\$130	\$110	\$90						
	TOTAL COST		\$0	\$9,000	\$1,200	\$5,720	\$1,760	\$720	\$18,400	\$1,100	\$15,500	\$1,183	\$19,183	\$37,583



LANDER COUNTY COMMISSION MEETING  
January 26, 2012

**AGENDA ITEM NO. 13**

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

Public comment.

***Background:***

***Recommended Action:***

# AGENDA

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

**JANUARY 26, 2012**

LANDER COUNTY COURTHOUSE  
COMMISSIONERS' CHAMBER  
315 SOUTH HUMBOLDT STREET  
BATTLE MOUNTAIN, NEVADA

Also Via Teleconference At

AUSTIN COURTHOUSE  
COMMISSION OFFICE  
122 MAIN STREET  
AUSTIN, NEVADA

KINGSTON COMMUNITY HALL  
112 GOLD KNOB ROAD  
KINGSTON, NEVADA

- 9:00 A.M. ~~Call to Order~~  
~~Pledge of Allegiance~~  
~~\*Discussion for possible action regarding approval of Agenda Notice.~~  
~~\*Discussion for possible action regarding approval and acceptance of Minutes of:~~  
**JANUARY 12, 2012 - REGULAR SESSION**

- ~~Commissioner Reports on meetings, conferences and seminars attended.~~  
~~Staff Reports on meetings, conferences and seminars attended.~~  
~~\*Discussion for possible action regarding Payment of the Bills.~~  
~~\*Discussion for possible action regarding Payroll Change Requests.~~

~~Public Comment~~ - For non-agendized items only. *Persons are invited to submit comments in writing and/or attend and make comments on any agenda item at the Board meeting. All public comment may be limited to three (3) minutes per person, 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.*

### **\*FINANCE\***

- ~~\*(1)~~ Discussion for possible action regarding budget review, contracts and financial update and other matters properly relating thereto.

*Public comment.*

### **\*COMMISSIONERS\***

- ~~\*(2)~~ Discussion for possible action regarding approval of the agreement between Lander County and Research and Consulting Services, Inc. (RCS), in an amount not to exceed \$10,000.00, for professional services, consultation and advice in connection with the update and revisions to the Lander County Policy Plan for Federally Administered Lands and other matters properly relating thereto.

*Public comment.*

**\*EXECUTIVE DIRECTOR\***

- ~~\*(3)~~ Discussion for possible action regarding ratification of the 2012-2017 Airport Capital Improvement Projects (ACIP) for the Austin Airport and other matters properly relating thereto.

*Public comment.*

- ~~\*(4)~~ Discussion for possible action regarding ratification of the 2013-2017 Airport Capital Improvement Projects (ACIP) for the Battle Mountain Airport and other matters properly relating thereto.

*Public comment.*

- ~~\*(5)~~ Discussion for possible action regarding Task Order No. 83-10-025-003 between Lander County and J-U-B Engineers, Inc., in an amount not to exceed \$10,000.00, for general engineering services for the Battle Mountain Airport and other matters properly relating thereto.

*Public comment.*

- ~~\*(6)~~ Discussion for possible action regarding Task Order No. 83-10-025-103 between Lander County and J-U-B Engineers, Inc., in an amount not to exceed \$10,000.00, for general engineering services for the Austin Airport and other matters properly relating thereto.

*Public comment.*

- ~~\*(7)~~ Discussion for possible action regarding update on the Battle Mountain Levee project; status of progress on scope of work for Summit Engineering for the Battle Mountain Levee project; and other matters properly relating thereto.

*Public comment.*

**\*PLANNING COMMISSION\***

- ~~\*(8)~~ Discussion for possible action regarding approval of parcel map for Lander County, Section 2, T31N, R45E, Battle Mountain, APN #011-320-02, splitting one (1) parcel into two (2) parcels, and other matters properly relating thereto.

*Public comment.*

**\*BUILDING\***

- ~~\*(9)~~ Discussion for possible action regarding amending Lander County Code 15.24.030(D) to change the allowable age of mobile and manufactured homes from five (5) to fifteen (15) years old and other matters related thereto.

*Public comment.*

**\*LOCAL EMERGENCY PLANNING COMMITTEE\***

- ~~\*(10)~~ Discussion for possible action regarding approval of the 2012 Local Emergency Planning Committee (LEPC) membership roster and other matters properly relating thereto.

*Public comment.*

- ~~\*(11)~~ Discussion for possible action regarding approval and promulgation of the Lander County All Emergency Operations Plan (EOP) for 2012 and other matters properly relating thereto.

*Public comment.*

**\*ROAD AND BRIDGE NORTH\***

- ~~\*(12)~~ Discussion for possible action regarding ratification of the SRK Consulting contract for the movement of the Battle Mountain Landfill monitoring wells and other matters properly relating thereto.

*Public comment.*

**\*COMMISSIONERS\***

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

*Public comment.*

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

**ADJOURN**

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

**NOTE: TIMES ARE APPROXIMATE**

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

**Notice to persons with disabilities:** Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the County Clerk in writing at the Courthouse, 315 S. Humboldt Street, Battle Mountain, Nevada 89820, or call (775) 635-5738 at least one day in advance of the meeting.

**AFFIDAVIT OF POSTING**

State of Nevada     )  
                                  ) ss.  
County of Lander    )

Cathy Myers, Deputy Clerk, of said Lander County, Nevada, being duly sworn, says, that on the 20<sup>th</sup> day of January 2012, she 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 and 4) Swackhamer's Plaza Bulletin Board, in said Lander County, where proceedings are pending.

MOLLY GONZALEZ, DEPUTY CLERK

*Molly Gonzalez*

Subscribed and sworn to before me this 20<sup>th</sup> day of January 2012.

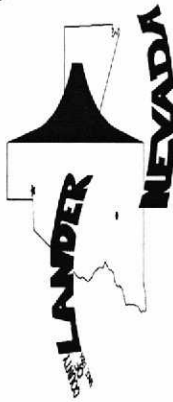
WITNESS

*Mary Ann May*

## **Payment of Bills**

January 26, 2012

**ROGENE HILL**  
***Lander County Finance Director***



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

DATE

Chairman

Commissioner

Commissioner

Commissioner

Commissioner

**LANDER COUNTY COMMISSION MEETING**

January 26, 2012

APPROVE / DISAPPROVE

SUBMITTED EXPENDITURES IN THE AMOUNT OF \$ 612,170.29

From Check #39367 thru #39460

315 South Humboldt Street < > Battle Mountain NV 89820

Phone: (775) 635-2885 < > Fax: (775) 635-5332







Report No: 3308  
Run Date: 01/23/12

LANDER COUNTY  
CHECK REGISTER 1/26/12

Page 3

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
39383	C B BROWN CO INC	12/29/11/REPRSPRESCHOOL		1/26/12	68735	5,006.12	120.00
39384	CAPITAL CONTROL SYSTEMS	12/22/11/BLWRMTR/SO		1/26/12	68736	121.33	5,006.12
39385	CHARLES P. COCKERILL	1/1/12/PROF SERVC		1/26/12	68791	2,130.74	121.33
39386	DAVID J. CORMANY	1/11/12/PLN REVIEW/MARTIN 1/11/12/PLN REVIEW/RAMSD 1/11/12/PLN REVIEW/MCGINN 1/12/12 PLN RETURN COST		1/26/12	68746	386.88 490.72 328.81 11.10	2,130.74
39387	COW COUNTY TITLE CO.	1/12/12/REPORTSFEE/TREAS		1/26/12	68737	150.00	1,217.51
39388	CRUCIAL TECHNOLOGY	1/10/12/COMPMEMORYUPGRD		1/26/12	68826	83.97	150.00
39389	CULLIGAN	12/21/11/REPAIRS/SO		1/26/12	68738	1,558.71	83.97
39390	STEVEN DAY	12/10/11/BPV REIMB/SO		1/26/12	68739	750.00	1,558.71
39391	DELBERT L. CORNELLA	1/11/12/PRESCHOOL REPRS 1/11/12/EX OFF 1/11/12/SENR CTR/REPAIRS 1/11/12/SENR CTR REPAIRS		1/26/12	68740	84.24 408.13 65.00 64.79	750.00
39392	DESERT-MOUNTAIN SURVEYING	1/10/12MAP UPDATE/RECORDE		1/26/12	68741	2,140.00	622.16
39393	ELKO COUNTY LIBRARY	1/4/12/JAN, FEB, MAR/CONT		1/26/12	68797	25,993.75	2,140.00
39394	ELKO DAILY FREE PRESS	12/25/12/STATEMENTS/SO		1/26/12	68742	346.20	25,993.75
39395	LOIS ERQUIAGA	DEC MENTAL HEALTH SERVC		1/26/12	68745	260.00	346.20
39396	GENE P ETCHEVERREY	1/9/12/SAN FRAN/USACE CF 1/6-9/12/MEALS/ CONF 1/6-9/12/FAR/USACE CONF 1/6-9/12 TOLL FEES/CONF 1/17/12/TRVLAUSTIN SEWER		1/26/12	68743	134.65 100.00 479.60 11.00 99.00	260.00
39397	ETCHEVERREYS FOOD TOWN	DEC/DISCOUNT 12/6/11/GIFTX5050/DRG CT		1/26/12	68744	79.75- 250.00	824.25

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
39398	FARMER BROS COFFEE	12/6/11/SUPPLIES/CLERK DEC/INMATE MEAL SUPPLIES		1/26/12	68744	22.33	
		1/26/12		68744		86.04	
		1/26/12		68744		40.00	
		1/26/12		68744		210.84	
		1/26/12		68744		61.88	
							591.34
39399	FIRST ADVANTAGE OHS	1/18/12/SUPPLIES/SENCTR 1/18/12/SUPPLIES/SENCTR		1/26/12	68827	324.93	
				1/26/12	68827	216.62	
							541.55
39400	GEM ST. PAPER & SUPPLY CO	12/31/11/DRUGTST/ 12/31/11/DRUGTST/		1/26/12	68790	94.06	
				1/26/12	68790	95.06	
							189.12
39401	GRAINGER	1/12/12/KIT SUPP 1/12/12/KIT SUPP		1/26/12	68828	7.77	
				1/26/12	68828	5.18	
							12.95
39402	GRAY, MARY ANN	1/4/12/WATERCOOLER/R&B		1/26/12	68748	462.50	
39403	H.E. HUNEWILL CONST.CO.,	JAN-DEC2011ADVISORYBRD		1/26/12	68749	700.00	
		1/18/12/GLDCRK W&SREPLC		1/26/12	68798	195,673.84	
							195,673.84
39404	DEE HELMING	1/4/12/BM MTNG/180X.55		1/26/12	68751	99.00	
39405	HIGH DESERT ENGINEERING	1/4/12/SURVEY TECH		1/26/12	68753	1,087.90	
							99.00
39406	HIGH DESERT MICROIMAGING	1/9/12/ANNURENEWAL/RECORD		1/26/12	68752	1,450.00	
							1,450.00
39407	HUMBOLDT CO TREASURER	1/9/12/SIX JUDICIAL DIST 1/9/12/GEN LIABILITY INS		1/26/12	68799	37,629.10	
		1/9/12/JUV PROBATION DEPT		1/26/12	68799	927.29	
				1/26/12	68799	109,114.70	
							147,671.09
39408	INTERNATIONAL CODE COUNCL	1/31/12/DUES/BLDG		1/26/12	68756	125.00	
							125.00
39409	INLAND SUPPLY CO INC	12/23/11/SUPPLIES/JAIL 12/20/11 SUPPLIES/JAIL		1/26/12	68754	34.74	
		1/6/12/SUPPLIES/H NUR		1/26/12	68754	259.69	
						57.95	
							352.38
39410	INTERSTATE SAFETY& SUPPLY	1/3/12/BOMBERJACKET/AR&B		1/26/12	68792	63.00	
							63.00
39411	IRON MOUNTAIN	12/31/11/ COMM /SPLIT 12/31/11/ SPLIT		1/26/12	68755	37.16	
				1/26/12	68755	37.16	
							37.16

LANDER COUNTY  
CHECK REGISTER 1/26/12

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
39412	ROBERT J. & DONNA A. SOSSA	SPLIT 12/31/11/RECORDER		1/26/12 1/26/12	68755 68755	37.16 150.12	298.76
39413	L C SHERIFF REVOLVING ACT	12/14/11/DINNER ANNADAY		1/26/12	68757	27.31	27.31
		10/14/11/S SMITH/TRVL		1/26/12	68822	178.54	
		10/20/11/POSTMASTER		1/26/12	68822	16.15	
		10/20/11/SEC PF ST.		1/26/12	68822	35.00	
		10/24/11/POSTMASTER		1/26/12	68822	16.15	
		11/21/11/NV MED EXAM		1/26/12	68822	200.00	
		11/13/11/POSTMASTER		1/26/12	68822	16.10	
		12/27/11/SEC OF ST.		1/26/12	68822	45.00	
		12/29/11/NVBOARDPHARM/		1/26/12	68822	80.00	
		12/31/11/CLERK		1/26/12	68822	50.00	
		12/30/11/POSTMASTER		1/26/12	68822	10.30	
		1/13/12/J JONES/CORONER		1/26/12	68822	47.50	
		1/13/12/JOEJONES/TRVL		1/26/12	68822	473.00	
		4/18/11/D CANTRELL/TRVL		1/26/12	68822	109.00	
		1/13/12/E EASON/TRVL		1/26/12	68822	54.00	
		1/13/12/S SMITH/TRVL		1/26/12	68822	65.00	
39414	LANDER COUNTY TREASURER	9/27/11/GENERAL/		1/26/12	68758	23.91	1,395.74
		9/27/11/ R&B		1/26/12	68758	3.97	
		9/27/11/ IND		1/26/12	68758	.68	
		9/27/11/ ST MED IND		1/26/12	68758	1.17	
		9/27/11/AG		1/26/12	68758	.49	
		9/27/11/ STATE IND		1/26/12	68758	.29	
		9/27/11 CAP ACQ		1/26/12	68758	.58	
		9/27/11 HOSPITAL		1/26/12	68758	9.93	
		9/27/11 SCHOOL		1/26/12	68758	14.58	
		9/27/11 STATE		1/26/12	68758	3.31	
		9/27/11 AGING SERVC		1/26/12	68758	1.75	
		9/27/11 BM AIRPORT		1/26/12	68758	.78	
		9/27/11 CULT & REC		1/26/12	68758	1.94	
		9/27/11 KINGSTON TWN SPEC		1/26/12	68758	5.93	
		9/27/11 LANDFIL		1/26/12	68758	1.85	
39415	LANDER GUN CLUB	1/12/12/DUES/SO		1/26/12	68759	25.00	71.16
39416	LEXIS-NEXIS	12/31/11/LEGALRESEARCH/DA		1/26/12	68760	296.00	25.00
39417	GINA LITTLE	1/11/12/CDBGPOSTAGE/		1/26/12	68761	40.35	296.00
39418	MARTIN ROSS & ASSOC.	12/14/11/L.CHURCHFRMVEGAS		1/26/12	68800	466.40	40.35
39419	MCMMASTER-CARR SUPPLY CO	1/4/12/CAPSCREWS/SEWER		1/26/12	68762	367.70	466.40
39420	MENTAL HEALTH DEV. SERV.						367.70

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
39421	MIDWAY MARKET	1/11/12/TARGET CASEMANAG		1/26/12	68794	1,019.63	1,019.63
		12/11/RAW FOOD SEN CTR		1/26/12	68763	80.93	
		12/11/RAW FOOD SEN CTR		1/26/12	68763	53.95	
		12/6/11/INMATEMEALSSUPPLY		1/26/12	68763	6.48	
		12/18/11/INMATEMEALSSUPPLY		1/26/12	68763	264.55	
		12/19/11/INMATEMEALSSUPPLY		1/26/12	68763	3.92	
		12/20/11/INMATEMEALSSUPPLY		1/26/12	68763	24.55	
		12/29/11/INMATEMEALSSUPPLY		1/26/12	68763	508.30	
		12/29/11/INMATEMEALSSUPPLY		1/26/12	68763	6.87	
		12/30/11/INMATEMEALSSUPPLY		1/26/12	68763	1.53	
		12/15/11/INMATEMEALSSUPPLY		1/26/12	68763	186.68	
		12/11/11/INMATEMEALSSUPPLY		1/26/12	68763	3.62	
		12/11/11/INMATEMEALSSUPPLY		1/26/12	68763	338.20	
		12/21/11/INMATEMEALSSUPPLY		1/26/12	68763	1.40	
		12/23/11/INMATEMEALSSUPPLY		1/26/12	68763	411.74	
		12/20/11/KITCHEN		1/26/12	68763	31.84	
		12/7/11/INMATEMEALSSUPPLY		1/26/12	68763	11.15	
39422	MONTROSE GLASS	152503/STOREFRNTENCLOSURE		1/26/12	68829	6,677.00	1,935.71
39423	NEVADA STATE HEALTH DIV.	12/28/11 INMATE VACCIN		1/26/12	68750	380.00	6,677.00
39424	NV FOOD DISTRIBUTION PRGM	12/14/11/RAWFOOD/SEN CTR		1/26/12	68830	5.00	380.00
		12/6/11/RAW FOOD/SEN CTR		1/26/12	68830	31.40	
		12/14/11/RAWFOOD/SEN CTR		1/26/12	68830	74.00	
39425	NV RURAL WATER ASSOC	2012CONF/JSMITH/BEVERLAND		1/26/12	68765	550.00	110.40
		1/2/2012/ MEMBER DUES/WAT		1/26/12	68765	235.00	
39426	NV STATE HEALTH DIVISION	1/2/21/PUB POOL/		1/26/12	68764	402.00	785.00
39427	PERSONNEL EVALUATION, INC	12/31/11/SERV FEE/SO		1/26/12	68767	40.00	402.00
39428	PHARMCHEM, INC.	12/31/11/PATCHANALYSIS		1/26/12	68831	735.00	40.00
39429	GUIDE PUBLISHING GRP. INC	1/12/12/BAGS/BLDG		1/26/12	68802	107.31	735.00
39430	POWERPLAN	1/4/12 ELECT REPAIRS/AEB		1/26/12	68793	133.11	107.31
		1/4/12/ BOOT/FRT/A R&B		1/26/12	68793	101.49	
		1/5/12/MISCPTS/A R&B		1/26/12	68793	60.20	
39431	QUILL CORP	1/3/12/SUPPLIES/SPLIT		1/26/12	68768	12.33	294.80
		1/3/12/SUPPLIES/SPLIT		1/26/12	68768	12.32	
		1/3/12/SUPPLIES/SPLIT		1/26/12	68768	12.32	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
39432	ROYAL HARDWARE	1/3/12/SUPPLIES/SPLIT 1/3/11/FILES/BLDG 1/3/12/STAMP/FIN 1/6/12/MISC OFFICE SUPPS 1/6/12/PENSREFILLS/RECORD 1/10/12/MISC OFFICESUPP 1/10/12/MISC OFFICESUPP 1/10/12/MISC OFFICESUPP 1/10/12/MISC OFFICESUPP 1/11/12/TP/TRSBAGS/PTWLS 1/11/12/TRSH BAGS/BLDG		1/26/12 1/26/12 1/26/12 1/26/12 1/26/12 1/26/12 1/26/12 1/26/12 1/26/12 1/26/12 1/26/12	68768 68768 68768 68768 68768 68768 68768 68768 68768 68768 68768	12.32 35.09 15.29 118.43 4.58 169.21 30.13 30.13 30.13 461.61 172.77	1,116.66
39433	SATCOM GLOBAL, INC.	12/9/11/BLUBS/SEN CTR 12/9/11/BLUBS/SEN CTR 12/19/11/MASKINGTAPE/SO		1/26/12 1/26/12 1/26/12	68769 68769 68769	5.50 3.66 2.98	12.14
39434	SHAW ENGINEERING	12/27/11/SIM CARD/SO		1/26/12	68770	625.26	625.26
39435	BERRY ENTERPRISES	12/31/11/A LONLIEST HWY		1/26/12	68771	525.00	525.00
39436	ZOIE M. WILLIAMS	12/27/11REPRSSPOTLIGHT/SO		1/26/12	68772	162.50	162.50
39437	SMITH FAMILY FUNERAL HOME	12/20/11/STVS TYBO		1/26/12	68773	97.65	97.65
39438	JLEE SMITH	12/20/11 C BISPO TRANSP		1/26/12	68774	150.00	150.00
39439	SNYDER MECHANICAL, INC	3/20-23/12/CONF RENO 3/20-23/12/CONF RENO 3/20-23/12/CONF RENO 3/20-23/12/CONF RENO 3/20-23/12/CONF RENO 3/20-23/12/CONF RENO		1/26/12 1/26/12 1/26/12 1/26/12 1/26/12 1/26/12	68775 68775 68775 68775 68775 68775	133.91 133.90 76.00 76.00 122.10 122.10	664.01
39440	SPB UTILITY SERVICE INC	12/22/11/CIVIC CTR 12/22/11CETHSE CONDFAN		1/26/12 1/26/12	68776 68776	325.85 446.00	771.85
39441	ST OF NEVADA	12/30/11/DECLABCHGS/W&S 12/30/11/DECLABCHGS/W&S		1/26/12 1/26/12	68777 68777	3,817.13 3,817.12	7,634.25
39442	ST OF NEVADA	1/10/12/NRSBINDERS/PUBDEF		1/26/12	68779	300.00	300.00
39443	ST OF NV DEPT OF PUBLIC	50/50MATCHTHURNV30/2011		1/26/12	68834	78,487.00	78,487.00
		1/2/12/FNGRPRINTS/SO		1/26/12	68778	402.50	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
39444	SUMMIT ENGINEERING CORP.	1/6/12/BM LEVEE PROJ PH3		1/26/12	68801	57,639.62	402.50
39445	SYSO	1/11/12/RAW FOOD/SEN CTR		1/26/12	68832	182.32	57,639.62
		1/11/12/RAW FOOD/SEN CTR		1/26/12	68832	121.55	
		1/11/12/SUPPLIES/SEN CTR		1/26/12	68832	122.87	
		1/11/12/SUPPLIES/SEN CTR		1/26/12	68832	81.91	
		1/18/11/RAW FOOD/SEN CTR		1/26/12	68832	399.61	
		1/18/11/RAW FOOD/SEN CTR		1/26/12	68832	266.40	
39446	SYSO FOOD SERVICES	1/5/12// RAW FOOD SEN CTR		1/26/12	68833	43.10	1,174.65
		1/5/12// RAW FOOD SEN CTR		1/26/12	68833	25.90	
		1/12/12/ RAW FOOD SEN CTR		1/26/12	68833	21.34	
		1/12/12/ RAW FOOD SEN CTR		1/26/12	68833	44.06	
		1/12/12/ RAW FOOD SEN CTR		1/26/12	68833	386.77	
		1/12/12/ RAW FOOD SEN CTR		1/26/12	68833	123.22	
39447	THE B M BUGLE	1 YR SUBCRPT/RECORDER		1/26/12	68781	27.00	644.39
39448	THE FURMAN GROUP, INC.	12/30/11/PROF SERVC/		1/26/12	68747	7,500.00	27.00
39449	THOMPSON FAMILY DENTAL	INMATE/R JARRETT/		1/26/12	68803	293.00	7,500.00
39450	THOMSON WEST	1/1/12/LAWLIBRARYDEC/DA		1/26/12	68786	1,168.57	293.00
39451	TIRE FACTORY	12/28/11/BATTERY/INTREPID		1/26/12	68782	247.51	1,168.57
		12/30/11/TIRES/BLDG		1/26/12	68782	257.00	
		1/4/12/TRAILERTIRES/R&B		1/26/12	68782	266.63	
		1/5/12/MNTGRADER /R&B		1/26/12	68782	275.50	
		1/10/12/MAINT/EX48619/SO		1/26/12	68782	471.46	
		1/12/12/TIRES/EX38561/RB		1/26/12	68782	848.16	
		1/4/12/TIRES/R&B		1/26/12	68782	1,799.36	
		1/9/12/SERVICEUNIT19/SO		1/26/12	68782	814.97	
		1/12/12/SERV UNIT13/SO		1/26/12	68782	741.14	
39452	IDONNA TREVINO	ADS CONF/1/30/12		1/26/12	68835	44.00	5,721.73
		ADS CONF/1/30/12		1/26/12	68835	128.15	
39453	PETERBILT TRUCK PARTS &	1/9/12/BATTERY/R&B		1/26/12	68766	492.45	172.15
		1/4/12/TIREPAIRBOOTSKIT		1/26/12	68766	431.75	
		1/5/12/BATTERY/R&B		1/26/12	68766	349.02	
		1/5/12/OILSEAL/R&B		1/26/12	68766	104.28	
		1/6/12/SPRING/RB		1/26/12	68766	206.22	
		1/6/12/SOEXKIT/R&B		1/26/12	68766	98.16	
		1/9/12/TOOLS/R&B		1/26/12	68766	57.39	
							1,739.27

Report No: 308  
Run Date : 01/23/12

LANDER COUNTY  
CHECK REGISTER 1/26/12

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CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
39454	VIPER GLASS LLC	1/11/12/REPLC GLASS WINDO		1/26/12	68783	197.12	197.12
39455	WASHOE COUNTY CORONER	12/30/11/MED EXAM/SO		1/26/12	68784	3,083.01	3,083.01
39456	WASHOE COUNTY SHERIFF'S	1/3/12TOXICOLOGY/SO		1/26/12	68836	700.00	700.00
39457	WESTERN NEVADA SUPPLY CO	1/5/12/MTR PIT/INSLPAD/W 1/5/12/MTRPITS/PRTS/WATER		1/26/12 1/26/12	68785 68785	4,674.24 7,422.16	12,096.40
39458	RAY H. WILLIAMS JR.	1/6/12/FAACONF/SANFRAN 1/6/12/CONF/SANFRANCISCO 1/6/12/CONF/SANFRANCISCO 1/6/12/FAA/SANFRANCISCO AIRPORT SHUTTLE/CONF		1/26/12 1/26/12 1/26/12 1/26/12 1/26/12	68787 68787 68787 68787 68787	460.39 134.65 32.00 202.02 5.00	834.06
39459	WINNEMUCCA PUB. CO., INC.	12/28/11/15-3RDINSTALLADV		1/26/12	68788	88.00	88.00
39460	YOUNGER AGENCY	1/5/12/PROF SERV/FINDPROJ 1/5/12/PROF SERV NCED		1/26/12 1/26/12	68789 68789	5,050.00 2,450.00	7,500.00
CHECKS TOTAL							612,170.29



# COUNTY OF LANDER

WELLS FARGO REMITTANCE CT

DATE	INVOICE	AMOUNT	REMARKS
01/12/12	JAN/2012	18.95	ONSTAR COMM SUBSCRIPT
01/12/12	1/01/12	59.99	AUST AMBUL INTERNET
01/12/12	1/4/12/ SAC CONF/DEA	121.06	RMS CONF/SAC CA/LEVEE
01/12/12	1/4/12/ SAC CONF/GEN	121.06	RMS CONF/SAC CA/LEVEE
01/12/12	1/5/12	41.88	PERIODIC/SERV CHRG/FIN
01/12/12	2/26/12 PPRFS/GUY	40.32	RMS NEWORLEANSLVegas/CONF
01/12/12	2/26/12 WSRFS/JOE	40.32	RMS NEWORLEANSLVegas/CONF

CHECK NO 39347 \$443.58 \*\*

## COUNTY OF LANDER

315 SOUTH HUMBOLDT STREET  
BATTLE MOUNTAIN, NV 89820  
(775) 635-2573

**WELLS FARGO BANK**  
BATTLE MOUNTAIN, NV 89820  
GENERAL ACCOUNT

No. 039347

94-7074  
3212

PAY TO THE ORDER OF

WELLS FARGO REMITTANCE CT

VOID IF NOT CASHED  
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
01/17/12	39347	\$443.58
**VOID**	**VOID**	**VOID**

\*\*\*VOID\*\*\*\*\*443DOLLARS AND58CENTS\*\*\*

WELLS FARGO REMITTANCE CT  
P.O. BOX 6415

CAROL STREAM IL 60197-6415

**NON-NEGOTIABLE**

LANDER COUNTY VOUCHER

Pay To: Wells Fargo Remittance Center

Address P.O. Box 23003

Columbus, GA 31902-3003

VENDOR # 4606

FUND Split

DEPT

EXPENSE

Invoice No.	Invoice Description	Dept #	Expense Acct #	Amount
acct 5569190000626458				
Jan/2012	Onstar Subscription/Commissioners	001-001	53920	\$ 18.95
01/01/12	Hughesnet/Austin Ambulance Internet for	001-016	53920	\$ 59.99
12/20/ wsrfs	New orleans rooms 2/26-3/3 2012 (joe)	001-008	53940	\$ 40.32
12/20 pprfs	New orleans rooms 2/26-3/3 2012 (j. Guy)	001-008	53940	\$ 40.32
01/04/12	Sutter House Inn Gene /Dean Sac Ca. conf	001-005-	53940	\$ 121.06
01/04/12	Sutter House Inn Gene /Dean Sac Ca. conf	001-001	53940	\$ 121.06
01/05/12	svc chrg	001-007	53920	\$ 39.00
01/05/12	periodic finance chrg	5	5	\$ 2.88
				\$ 443.58
TOTAL				\$ 443.58

41.88

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

numbers

  
Authorized Signature 1/12/12

COUNTY COMMISSION APPROVAL

Chairman

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



Prepared For	ROGENE HILL
Account Number	5569 1900 0062 6458
Statement Closing Date	01/05/12
Credit Line	\$5,000
Available Credit	\$3,561

## Send Inquiries To:

WF BUSINESS DIRECT P.O. BOX 29482 PHOENIX, AZ 85038-8650

## Send Payments To:

PAYMENT REMITTANCE CENTER PO BOX 6415 CAROL STREAM, IL 60197-6415

## Account Summary

Previous Balance	\$993.24
- Credits	\$0.00
- Payments	\$0.00
+ Purchases & Other Charges	\$440.70
+ Cash Advances	\$0.00
<b>+ FINANCE CHARGE</b>	<b>\$2.88</b>
<b>= New Balance</b>	<b>\$1,436.82</b>

## Payment Information

New Balance	\$1,436.82
Current Payment Due	\$500.00
Past Due Amount	\$500.00
Total Amount Due	\$1,000.00
Current Payment Due Date	01/30/12

Your Past Due Amount of \$500.00 is due immediately  
Your Current Payment of \$500.00 is due 01/30/12

## For your records:

Amount Paid:

\$ 443.58

Check Number:

Date Paid:

## Rate Information

IF YOU WISH TO PAYOFF YOUR BALANCE IN FULL;  
THE BALANCE NOTED ON YOUR STATEMENT IS NOT THE PAY OFF AMOUNT. PLEASE CALL 800-231-5511 FOR PAYOFF INFORMATION.  
YOUR RATE MAY VARY ACCORDING TO THE TERMS OF YOUR AGREEMENT

Type of Balance	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	3.250%	.00890%	\$1,080.73	\$2.88	\$0.00	\$2.88
CASH ADVANCES	3.250%	.00890%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$2.88	\$0.00	\$2.88
Days In Billing Cycle 30						

## Important Information

YOUR ACCOUNT IS PAST DUE. IF THE PAYMENT HAS NOT ALREADY  
BEEN SENT, PLEASE REMIT THE TOTAL AMOUNT DUE TODAY OR  
CALL US AT 1-800-358-3961.

TOTAL \*FINANCE CHARGE\* BILLED IN 2011 \$0.00  
TOTAL \*FINANCE CHARGE\* PAID IN 2011 \$0.00

## Transactions

Trans	Post	Reference Number	Description	Credits	Charges
01/05			** LATE CHARGE		39.00
		PERIODIC *FINANCE CHARGE*	PURCHASES \$2.88 CASH ADVANCE \$0.00		2.88
12/08	12/08	5543286AN004G88VQ	ONSTAR SUBSCRIPTION 888-4ONSTAR MI		18.95 ✓
12/20	12/20	8545079B43DWMNYMM	ORLEANS HOTEL & CASINO LAS VEGAS NV FOLIO #4089600993		40.32 ✓
12/20	12/20	8545079B43DWMNYMX	ORLEANS HOTEL & CASINO LAS VEGAS NV FOLIO #4089600994		40.32 ✓
01/03	01/03	5543286QK00MGQ5XX	HNS*HUGHESNET.COM 866-347-3292 MD		59.99 ✓
01/04	01/04	5543286QL000RG22N	REF*PBOR81230945844 888-656-4546 IL LANDER COUNTY		242.12 ✓
			TOTAL 5569195000543306 \$401.70		

See reverse side for important information.





Account Number : DSS7866349

Date Due : 01/13/2012

Invoice Number : B1-242427672

Issue Date : 01/03/2012

Purchase Order # : N/A

HUGHESNET and BROADBAND UNBOUND are trademarks of Hughes Network Systems, LLC

Account Summary			
Previous Balance:	\$59.99	Bill To:	
Payments Posted:	-\$59.99	Rogene Hill	
Adjustments:	\$0.00	315 S Humboldt St	
		BATTLE MOUNTAIN, NV, 89820	
Past Due:	\$0.00		
Monthly/One Time Charges:	\$59.99		
Usage Charges:	\$0.00	Customer Since:	09/03/2008
Current Charges:	\$59.99		
Taxes:	\$0.00		
Total Current Invoice:	\$59.99		
Total Due:	\$59.99		
Due Date:	01/13/2012		

Check out the HughesNet Customer Care website at  
 customercare.myhughesnet.com for information on how to  
 read your HughesNet invoice.

For Billing Questions, Contact:  
 1-866-347-3292

.....  
 Detach along this line and return the above section with your payment.



DATE DUE	ACCOUNT NUMBER	AMOUNT DUE	PAYMENT ENCLOSED
01/13/2012	DSS7866349	\$59.99	\$

Invoice Number : B1-242427672

Purchase Order # : N/A

Issue Date: 01/03/2012

Rogene Hill  
 315 S Humboldt St  
 BATTLE MOUNTAIN, NV 89820  
 US

Hughes Network Systems  
 P.O. Box 96874  
 Chicago, IL 60693-6874

- Please indicate amount enclosed. Do not send cash.
- Write your account number on the check.
- Please do not submit correspondence to the address below.
- Please include the remittance slip with payment.
- Make the check or money-order payable to:

Payment and Adjustment				
	Date	SAN	Description	Amount
<u>Payments</u>				



Account Number : DSS7866349

Date Due : 01/13/2012

Invoice Number : B1-242427672

Issue Date : 01/03/2012

Purchase Order # : N/A

HUGHESNET and BROADBAND UNBOUND are trademarks of Hughes Network Systems, LLC

12/03/2011	DSS7866349	Payment - By Credit Card	-59.99
<b>Total Payments</b>			<b>-59.99</b>
<b>Total Payments and Adjustments</b>			<b>-59.99</b>

Account Charges		
Description	Total Accounts Charged	Amount
<u>Service Fees</u>		
HughesNet Home	1	\$59.99
<b>Total Accounts Charged</b>	<b>1</b>	<b>\$59.99</b>

Sponsored Charges		
SAN	Description	Charges(\$)
No Activity		

Installation Charges					
Description	Authorization No	Units	Unit Price (\$)	Percentage Extra(%)	Extended Price(\$)
No Activity					

Tax Summary	
No Tax	

Site Level Details				
Description	Type	Start	End	Amount
DSS7866349 Created: 09/03/2008	City: AUSTIN	State: NV	Zip: 89310	
HughesNet Home	Service Fee	01/03/2012	02/03/2012	\$59.99
<b>Total Taxes For Site:</b>				<b>\$0.00</b>
<b>Total Billing for Site:</b>				<b>\$59.99</b>
<b>Total Current Site Charges:</b>				<b>\$59.99</b>
<b>Billing All Sites:</b>				<b>\$59.99</b>
<b>Taxes All Sites:</b>				<b>\$0.00</b>

**Account Number** : DSS7866349**Date Due** : 01/13/2012**Invoice Number** : B1-  
242427672**Issue Date** : 01/03/2012**Purchase Order** : N/A  
**#**

HUGHESNET and BROADBAND UNBOUND are trademarks of Hughes Network Systems, LLC

**Total of All Sites:****\$59.99**



Credit Card



Cindy Benson <cbenson@landercountynv.org>

## Your January OnStar Vehicle Diagnostics report from your Chevrolet Tahoe

OnStar Subscriber Services <vehiclediagnosics@onstar.com>  
Reply-To: OnStar Subscriber Services <VM@onstar.com>  
To: cbenson@landercountynv.org

Mon, Jan 9, 2012 at 2:14 PM

To ensure that you continue to receive emails from OnStar in your inbox, please add [vehiclediagnosics@OnStar.com](mailto:vehiclediagnosics@OnStar.com) to your address book. Having trouble viewing this email? [Click here.](#)



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[PLANS & SERVICES](#) | [MY ACCOUNT](#) | [RENEW SUBSCRIPTION](#)



### OnStar Vehicle Diagnostics from your 2007 Chevrolet Tahoe as of 01/09/2012

Dear OnStar Subscriber,

Enjoy peace of mind knowing that your vehicle will continue to check in every month to help you make sure that it's ready for the road. Be sure to look for your next monthly report for updates on your vehicle's health.



**No Issues Found** **Action Suggested** **Immediate Attention**

#### DIAGNOSTIC INFORMATION

- Engine and Transmission System**
- Emissions System**
- Air Bag System**
- StabiliTrak® Stability Control System**  
[Watch Video](#)
- Antilock Braking System**
- OnStar System**

#### MAINTENANCE INFORMATION

#### VEHICLE INFORMATION

**2007 Chevrolet Tahoe**  
**VIN:** 1GNFK13027J256139  
[GM Owner Center Online](#)

For vehicle information, search your online [Owner's Manual](#).

#### **Warranty Tracker**

One or more of your warranties is nearing expiration.  
[See warranty coverage](#)

#### ONSTAR INFORMATION

- OnStar<sup>1</sup> Subscription**
  - Account #: 011-4959-318
  - Safe & Sound Services
  - Enrolled in [Continuous Coverage](#)





### Vehicle Maintenance

No required maintenance due at this time.

**Remaining Oil Life: 55%**

**Mileage: 45,666**

Based on oil life and mileage readings, next required maintenance and 50,000 mile service estimated at 52,300 miles.

[View maintenance summary](#)

### Additional Maintenance Items

Based on your current mileage, no items on the additional maintenance list are due at this time.

### Maintenance Records



Did you know you can update your maintenance records online?



### Tire Pressure: Normal

- No issues found.
- Recommended tire pressure - Front: 32 psi, Rear: 32 psi

Left Front:



36 psi



Right Front: 35 psi

Left Rear:



36 psi

Right Rear: 31 psi

[View tire pressure information](#)

### VEHICLE HISTORY



Review charts of your vehicle's history.

[Oil Life History](#)

[Mileage History](#)



### Turn-by-Turn Navigation

You still have a trial route available. Try it today and then get unlimited Turn-by-Turn Navigation when you upgrade to Directions & Connections.

[UPGRADE NOW](#)



### Hands-Free Calling

- Calling #: [775-530-8146](#)
- Minutes Remaining: 0
- Expiration: 10/12/2010 (or when OnStar subscription ends, whichever comes first)

Your minutes are low. Refill minutes now and rollover unused minutes.

[PURCHASE MINUTES](#)

### OTHER INFORMATION

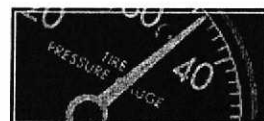
#### Insurance Benefit

Your mileage makes you eligible for a low mileage discount on auto insurance.

[EXPLORE OPTIONS](#)

### TIPS AND EXTRAS

#### Get Tips on Tire Pressure



Tire pressure can change over time as temperature changes. This can happen seasonally, daily, and while driving. [Read our Tire Maintenance Tips](#) to learn more about tire pressure.

#### Share Your Story



Have you been a Good Samaritan lately? Press your OnStar emergency button, 24/7, to help others in trouble on the road or to notify authorities of potential problems.

Please share your OnStar Good Samaritan story [here](#).

### DEALER INFORMATION



### ACCESSORIES

**Selling Dealer**

CHAMPION CHEVROLET  
800 KIETZKE  
RENO, NV 89502  
[\(775\) 786-3111](tel:7757863111)

Enroll in Dealer Maintenance Notification so you won't have to worry about when to schedule service – your dealer will contact you!

ENROLL NOW →

[Dealer Website](#)  
[Dealer Pricing and Offers](#)  
[Schedule Service](#)

GET CONNECTED



Emergency



Security



Navigation



Connections



Diagnostics

This is an automated email — please do not respond. If you no longer wish to participate in the OnStar Vehicle Diagnostics service or feel you have received this email in error, please call 1.888.4.ONSTAR ([1.888.466.7827](tel:18884667827)) to speak to an Advisor. Please allow up to 30 days to process your request.

[Click here](#) if you no longer own this vehicle.

To unsubscribe from OnStar Vehicle Diagnostic, please visit the [Update Enrollment](#) page at OnStar.com.

If you are planning on transferring ownership of your vehicle, please go to [Subscription Transfers](#) for more information.

As always, if you have any questions about this report or OnStar Vehicle Diagnostics, please call 1.888.4.ONSTAR ([1.888.466.7827](tel:18884667827)) or visit [OnStar.com](http://OnStar.com) for details.

<sup>1</sup> Visit [OnStar.com](http://OnStar.com) for coverage maps, details and system limitations.

<sup>2</sup> XM Radio requires a subscription sold separately by XM after trial period. Available only in the 48 contiguous United States and District of Columbia. XM NavTraffic is available on certain vehicles and requires a subscription sold separately by XM after trial period. Available only in select markets. Visit [xmradio.com](http://xmradio.com) for details.

Questions about your vehicle's monthly report? Please [contact us](#).

If you are deaf, hard of hearing, or speech impaired, [click here](#) for more information.

You can contact OnStar at the following address:  
OnStar Subscriber Services, P.O. Box 1027, Warren, MI 48090-1027

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## Joe Lindsey

---

**From:** coastres@boydgaming.com on behalf of The Orleans Hotel Room Reservations  
[coastres@boydgaming.com]  
**Sent:** Tuesday, December 20, 2011 8:13 AM  
**To:** Joe Lindsey  
**Subject:** Reservation Confirmation

Dear Joe Lindsey,

The Orleans is pleased to confirm your reservation for the dates listed below. Should you need to cancel or change this reservation, please call 1-800-675-3267.

### Reservation Information

Confirmation Number	WSRFS
Arrival Date	Sunday, 02/26/2012
Departure Date	Saturday, 03/03/2012
Room Rate 1st Night	\$36.00

### Policies

Check-in Time	03:00 PM
Check-out Time	12:00 PM
Tax 1	.00%
Tax 2	12.00%

A deposit has been charged to your RESERVATIONS MASTERCARD in the amount of \$40.32 . An additional \$6.00 resort fee will be charged daily. A 72 hour cancellation policy applies. Room types and smoking preferences are not guaranteed, requests are honored on a space available basis upon arrival. A valid ID and credit card are required upon check in to be authorized for your stay and incidentals. We look forward to your stay.

---

### Hotel Information

The Orleans Hotel And Casino  
4500 W Tropicana Ave  
Las Vegas NV, 89103  
7023657111  
8006753267  
The Orleans Hotel and Casino

---

This message may contain information that is confidential. Any forwarding, disclosure, distribution or copying of this communication to any other person is prohibited. If the circumstances indicate that you have received this message in error, or it is reasonably inferable that you were inadvertently or mistakenly included as an

**Joe Lindsey**

---

**From:** coastres@boydgaming.com on behalf of The Orleans Hotel Room Reservations  
[coastres@boydgaming.com]  
**Sent:** Tuesday, December 20, 2011 8:14 AM  
**To:** Guy Rock  
**Subject:** Reservation Confirmation

Dear Guy Rock,

The Orleans is pleased to confirm your reservation for the dates listed below. Should you need to cancel or change this reservation, please call 1-800-675-3267.

**Reservation Information**

Confirmation Number	PPRFS
Arrival Date	Sunday, 02/26/2012
Departure Date	Saturday, 03/03/2012
Room Rate 1st Night	\$36.00

**Policies**

Check-in Time	03:00 PM
Check-out Time	12:00 PM
Tax 1	.00%
Tax 2	12.00%

A deposit has been charged to your RESERVATIONS MASTERCARD in the amount of \$40.32 . An additional \$6.00 resort fee will be charged daily. A 72 hour cancellation policy applies. Room types and smoking preferences are not guaranteed, requests are honored on a space available basis upon arrival. A valid ID and credit card are required upon check in to be authorized for your stay and incidentals. We look forward to your stay.

---

**Hotel Information**

The Orleans Hotel And Casino  
4500 W Tropicana Ave  
Las Vegas NV, 89103  
7023657111  
8006753267  
The Orleans Hotel and Casino

---

This message may contain information that is confidential. Any forwarding, disclosure, distribution or copying of this communication to any other person is prohibited. If the circumstances indicate that you have received this message in error, or it is reasonably inferable that you were inadvertently or mistakenly included as an

Sutter House Inn

Sacramento

level Mtng  
Su 8-9th  
June 2012

\*Special requests are sent to the hotel but cannot be guaranteed. Orbitz recommends that you contact the hotel directly to insure your request can be accommodated.

### Gene Etcheverry must check in to this room.

Guest(s) 1 | Night(s): 1

**Room description:** 2 Queen beds, no smoke, hi speed net, coffemaker, hair, iron, continental breakfast 2 queen beds, no smoke, hi speed net, coffemaker, hair, iron, continental breakfast

**Special requests:** Non-smoking

\*Special requests are sent to the hotel but cannot be guaranteed. Orbitz recommends that you contact the hotel directly to insure your request can be accommodated.

### Hotel policies:

Policies may vary for each room. Avoid unexpected charges by reviewing these policies carefully.

### The following policies apply to the room held for Dean Bullock

#### Cancellation:

- Fully refundable if canceled before 4:00 PM on 1/7/12
- USD121.06 charge if canceled between 4:00 PM on 1/7/12 and 4:00 PM on 1/8/12
- Non-refundable if canceled after 4:00 PM on 1/8/12
- All times are local hotel time. If you need to change or cancel this hotel reservation, please do so through Orbitz rather than through the hotel directly.

### The following policies apply to the room held for Gene Etcheverry

#### Cancellation:

- Fully refundable if canceled before 4:00 PM on 1/7/12
- USD121.06 charge if canceled between 4:00 PM on 1/7/12 and 4:00 PM on 1/8/12
- Non-refundable if canceled after 4:00 PM on 1/8/12
- All times are local hotel time. If you need to change or cancel this hotel reservation, please do so through Orbitz rather than through the hotel directly.

## Activities Information



Add activities in Sacramento

## additional billing information

The following policies apply to the room held for Dean Bullock.

#### Cancellation:

- Fully refundable if canceled before 4:00 PM on 1/7/12
- USD121.06 charge if canceled between 4:00 PM on 1/7/12 and 4:00 PM on 1/8/12
- Non-refundable if canceled after 4:00 PM on 1/8/12
- All times are local hotel time. If you need to change or cancel this hotel reservation, please do so through Orbitz rather than through the hotel directly.

The following policies apply to the room held for Gene Etcheverry.

#### Cancellation:

- Fully refundable if canceled before 4:00 PM on 1/7/12
- USD121.06 charge if canceled between 4:00 PM on 1/7/12 and 4:00 PM on 1/8/12
- Non-refundable if canceled after 4:00 PM on 1/8/12
- All times are local hotel time. If you need to change or cancel this hotel reservation, please do so through Orbitz rather than through the hotel directly.

## Next time,

charge your trip and you could earn triple points.



Lastly, please remember that your itineraries are always available in [My Trips](#). If you have any questions, please visit [Orbitz Customer Service](#).

Again, thank you for choosing Orbitz.

Enjoy your trip!

The Orbitz Travel Team

\*\*Please do not respond directly to this e-mail. [Contact us here](#)

\$121.06

\$242.12

Orbitz


500 W. Madison St., Suite 1000

Chicago, IL 60661

## Orbitz Price Assurance

Get cash refunds ...  
automatically



Never overpay  
on Orbitz 



Gene Etcheverry <getcheverry@landercountynv.org>

---

## Your reservation confirmation PBORB1230945844

1 message

---

Orbitz <travelercare@orbitz.com>  
To: getcheverry@landercountynv.org

Tue, Jan 3, 2012 at 5:09 PM



### Your reservation confirmation

Dear Dean ,

Thanks for booking on Orbitz. Please review your reservation details below.

[Request a temporary Orbitz password](#) so you can view your itinerary under My Trips.

# COUNTY OF LANDER

BANK OF AMERICA

DATE	INVOICE	AMOUNT	REMARKS
01/17/12	BANK CARD SERVC	16.98	12/24/11/SUPPLIES/SO
01/17/12	BANK CRD SERVC	29.01-	12/12/11/CREDIT
01/17/12	CALIF PACIFIC	43.69	12/20/11/VEH MAINT/SO
01/17/12	KAMAN	222.20	12/21/11/BLDG MAINT
01/17/12	WALMART	73.28	12/2/11/SUPPLIES/SO

CHECK NO 39335 \$327.14 \*\*

## COUNTY OF LANDER

315 SOUTH HUMBOLDT STREET  
BATTLE MOUNTAIN, NV 89820  
(775) 635-2573

**WELLS FARGO BANK**  
BATTLE MOUNTAIN, NV 89820  
GENERAL ACCOUNT

No. 039335

94-7074  
3212

PAY TO THE ORDER OF

BANK OF AMERICA

VOID IF NOT CASHED  
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
01/17/12	39335	\$327.14
**VOID**	**VOID**	**VOID**

\*\*\*VOID\*\*\*\*\*327DOLLARS AND14CENTS\*\*\*

BANK OF AMERICA  
P.O. BOX 15731

WILMINGTON

DE 19886-5731

**NON-NEGOTIABLE**



# LANDER COUNTY VOUCHER

Pay To: Bank Card Services  
Address: P.O. Box 53155  
Phoenix, AZ

Account #	4024490000012515
-----------	------------------

Vender #: 624 6423/99  
PO #: N/A  
Fund# 001  
Dept Name: Lander Co. Sheriff's Office

Dept Name: Lander Co. Sheriff's Office

<b>DEPT#</b> 012		<b>EXPENSE ACCT#</b> 53920	
<b>Invoice #</b>	<b>Invoice Description</b>		<b>Amount</b>
	See Attached		

DEPT#		EXPENSE ACCT#	
Invoice #	Invoice Description		Amount

DEPT#		EXPENSE ACCT#	
Invoice #	Invoice Description		Amount

TOTAL	\$327.14
-------	----------

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

Onanche

Authorized Signature

1/13/12

Date \_\_\_\_\_

COUNTY COMMISSION APPROVAL

Chairman

RECEIVED

~~JAN 13 2012~~

L.C. FINANCE

**For Comptroller Use Only**

RECEIVED

JAN 1 / 2012

L.C. FINANCE

## Bank Card Services

P.O. Box 15731

Wilmington, DE 19886

## Voucher

Admin.	Description	Vender	Date	Total
012-53170	Coroner			
012-53360	Gas/Oil			
012-53560	Maint			
012-53560	Maint			
012-53840	Radio			
012-53880	Vehicle Maint	California Pacific	20-Dec	\$43.69
012-53920	Service/Supply	Walmart	2-Dec	\$73.28
012-53920	Service/Supply	Bank Card Services	24-Dec	\$16.98
012-53920	Service/Supply	Overpayment		-\$29.01
012-53920	Service/Supply			
012-53920	Service/Supply			
012-53930	Telephone			
012-53931	911			
012-53940	Travel			
012-53940	Travel			
012-53940	Travel			
Detentions	Description	Vender	Date	
013-53700	Meals			
013-53720	Medical			
013-53740	Prisoner Sply			
013-53940	Travel			
013-53720	Service/Supply			
013-53560	Building Maint	Kaman	21-Dec	\$222.20
A/C	Description			
014-53920	Service/Supply			
014-53940	Travel			
014-53880	Repair/Maint			
009-53560	Building Maint			
LEPC	Description	Vender	Date	
050-59355	Equipment			
050-59354	Admin.			
<b>County's Portion</b>				<b>\$327.14</b>
Credits	Description	Check#	Date Mailed	
Overpayment	Previous Statement			
Inmate Welfare	Netflix.com	2328	13-Jan	\$17.13
Inmate Welfare				
<b>Statement Balance</b>				<b>\$344.27</b>

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

1/13/12  
 Authorized Signature

COUNTY COMMISSION APPROVAL

## Transactions

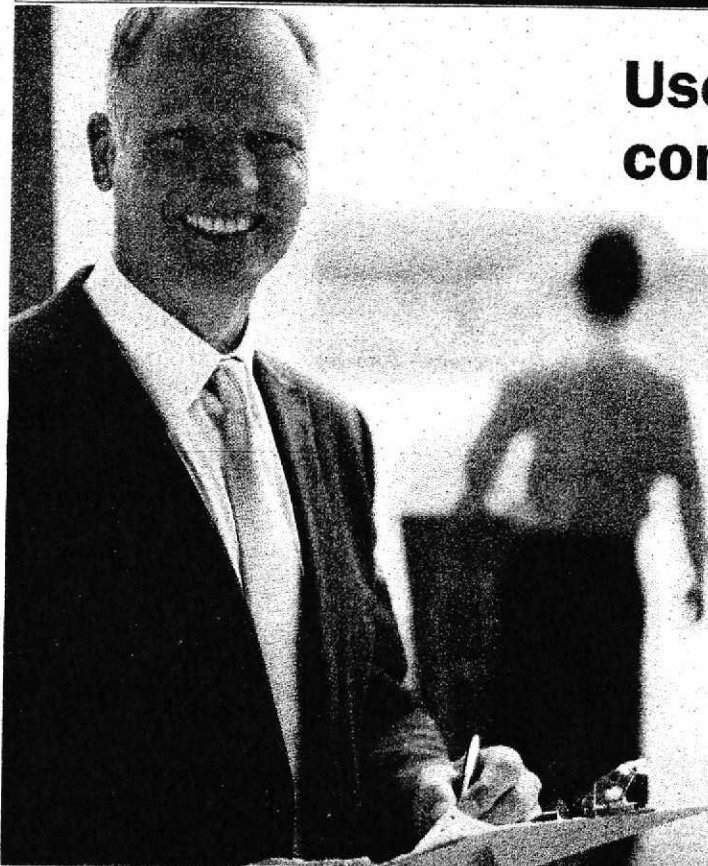
Posting Date	Transaction Date	Description	Reference Number	Amount
<b>LANDER CNTY SHERIFF DEP</b>				
<b>Account Number: 2515</b>				
12/07	12/06	PAYMENT RECEIVED - THANK YOU	34074405350000500979742	- 17.13
12/12	12/10	PAYMENT RECEIVED - THANK YOU	34474405350000500462745	- 4,035.97
12/12	12/12	PAYMENT RECEIVED - THANK YOU	34674405350000500606950	- 2,894.04
12/23	12/23	PURCHASE *FINANCE CHARGE*		16.98
<b>QUICK, ROBERT W</b>				
<b>Account Number: 2411</b>				
12/05	12/02	NFI*WWW.NETFLIX.COM/CC NETFLIX.COM CA	24692161336000400882831	17.13
12/05	12/02	WM SUPERCENTER ELKO NV	24226381337360628405080	73.28✓
12/21	12/20	AMAZON MKTPLACE PMTS AMZN.COM/BILLWA	24692161354000976193503	43.69✓
12/22	12/22	KIT*KAMAN SPARKS NV 775-358-0215 NV	24692161356000458713644	222.20

## Finance Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	10.24% V	\$2,016.08	\$16.98
CASH	24.24% V	\$0.00	\$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.



## Use your card with confidence and security.

**Your business is automatically covered. No need to enroll or register.**

**Safeguard your business purchases** against damage or theft with an automatic 90-day guarantee.\*

**Double the manufacturer's warranty** for up to one year on most purchases you make with your card.\*

**Protect against misuse** by a terminated employee with coverage up to \$100,000.

**Bank of America**

\*Certain restrictions and limitations apply to these and other benefits. See your Guide to Benefits for details.  
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**Business Card**

LANDER CNTY SHERIFF DEP  
4024 4900 0001 **2515**  
November 25, 2011 - December 24, 2011

Company Statement

**Account Information:**  
www.bankofamerica.com

**Mail Billing Inquiries to:**  
BANK OF AMERICA  
PO BOX 982238  
EL PASO, TX 79998-2238

**Mail Payments to:**  
BUSINESS CARD  
PO BOX 15796  
WILMINGTON, DE 19886-5796

**Customer Service:**  
1.800.673.1044, 24 Hours

**TTY Hearing Impaired:**  
1.888.500.6267, 24 Hours

**Outside the U.S.:**  
1.509.353.6656, 24 Hours

**For Lost or Stolen Card:**  
1.800.673.1044, 24 Hours

**Business Offers:**  
www.bankofamerica.com/mybusinesscenter

**Payment Information**

New Balance Total ..... \$344.27  
Minimum Payment Due ..... **\$20.25**  
Payment Due Date ..... **01/19/12**

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

**Account Summary**

Previous Balance ..... \$6,918.13  
Payments and Other Credits ..... -\$6,947.14  
Balance Transfer Activity ..... \$0.00  
Cash Advance Activity ..... \$0.00  
Purchases and Other Charges ..... \$356.30  
**Fees Charged ..... \$0.00**  
**Finance Charge ..... \$16.98**

New Balance Total ..... \$344.27  
  
Credit Limit ..... \$15,000  
Credit Available ..... \$14,655.73  
Statement Closing Date ..... 12/24/11  
Days in Billing Cycle ..... 30

**Cardholder Activity Summary**

Account Number	Total Activity	Payments and Other Credits	Balance Transfer Activity	Cash Advance Activity	Purchases and Other Charges	Fees Charged
<b>Credit Limit</b>						
<b>QUICK, ROBERT W</b>						
<b>4339 9320 2466 2411</b>						
15,000	356.30	0.00	0.00	0.00	356.30	0.00

LANDER COUNTY SHERIFF'S OFFICE  
INMATE WELFARE FUND

P.O. BOX 1625  
BATTLE MOUNTAIN, NEVADA 89820  
775-635-1100

WELLS FARGO BANK NEVADA, N.A.  
3800 HOWARD HUGHES PARKWAY  
LAS VEGAS, NEVADA 89109

90-7074/3212

2328

PAY  
TO THE  
ORDER OF

Bank card services

\$ 17.13

Seventeen dollars & 13/100

DOLLARS

VOID AFTER 60 DAYS

MEMO

Netflix

*(Signature)*

AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈002328⑈ ⑆321270742⑆ 0670872142⑈

LANDER COUNTY SHERIFF'S OFFICE / INMATE WELFARE FUND

2328

LANDER COUNTY SHERIFF'S OFFICE / INMATE WELFARE FUND

2328

FAXED

**KAMAN**\*\*\* DUPLICATE \*\*\*  
SALES DRAFT

FROM

NUMBER D938800

882 FREEPORT BLVD.

PAGE 1 OF 1

NUMBER D938800

SPARKS NV 89431-6114

SPARKS CASH SALES  
882 FREEPORT BLVD  
PO BOX 1236  
SPARKS NV 89431

P.O. #: CREDIT CARD

**SHIP TO**

LANDER CTY SHERIFF OFFICE\  
2 STATE ROUT 305

BATTLE MOUNTAIN NV 89820

ATTN: ROBERT

ACCOUNT NO.	SALESMAN	SHIP VIA	SHIP DATE	TAX	BRANCH NO.	PO / TAG ORDER NUMBER		
CSHSPA CSHSPA	404	UPS RED	21-DEC-11	NYYY	00404	TAG #:CREDIT CARD P.O.#:		
SEQ.	ITEM DESCRIPTION		ORDERED	BACK ORDERED	SHIPPED	U/M	PRICE	EXTENSION
	***** CREDIT CARD * CREDIT CARD * CREDIT CARD * CREDIT CARD ***** ***** CREDIT CARD * CREDIT CARD * CREDIT CARD * CREDIT CARD ***** Shipped on 19-DEC-11 from Branch # 00500 on Inv # D935215 P.O. # D112898 TR#=1Z8380540102820490 VIA=UPS NEXT DAY AIR USE 8000_1/4HP 1725 ODP 48 115V SPLIT PHASE HVAC							
1	SA55SFA4865722B	0	1	0	1	EA	95.890	95.89
	DIRECT SHIPMENT FROM# D935123 19-DEC-11 P.O. # CREDIT CARD							
	ZZZ FO19_FREIGHT/HNDLG OUT: SHIPPING AND HANDLING							
5		0	0	0	1	EA	118.900	118.90
CARDMEMBER ACKNOWLEDGES RECEIPT OF GOODS AND/OR SERVICES IN THE AMOUNT OF THE TOTAL SHOWN HEREON AND AGREES TO PERFORM THE OBLIGATIONS SET FORTH BY THE CARDMEMBER'S AGREEMENT WITH THE ISSUER  THANK YOU FOR USING VISA  X _____ ROBERT QUICK								
INITIAL: JLC N		BUYER: ROBERT QUICK	RESALE:	MER#: 000000618868 BCH#: REF#:		TAX 7.41		
EXPECTED DELIVERY: 31-JAN-12		CUSTOMER TELEPHONE: (775) 635-1100	BUS: (775) 358-0215 FAX: (775) 358-0565	ACCT: *****2411 EXP: 0214 AUTH: 08940G		TOTAL 222.20		

PICKER \_\_\_\_\_ SHIPPER \_\_\_\_\_ RECEIVER \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TRANSACTION IS SUBJECT TO THE TERMS AND CONDITIONS ON THE ACCOMPANYING FAXED TERMS AND CONDITIONS DOCUMENT, INCLUDING THE DISCLAIMER OF WARRANTY.  
MATERIAL MAY NOT BE RETURNED WITHOUT PRIOR AUTHORIZATION. QUOTES ARE SUBJECT TO CREDIT APPROVAL  
FOR RELIAMARK BRANDED PRODUCTS LIMITED WARRANTY, PLEASE VISIT [WWW.RELIAMARK.NET/WARRANTY](http://WWW.RELIAMARK.NET/WARRANTY).

Material Safety Data Sheet (MSDS) available at [www.kamandirect.com/msds.htm](http://www.kamandirect.com/msds.htm)

RECEIVE:

NO.1641

01/13/2012/FRI 08:09

Lander County S. O.



#### TERMS AND CONDITIONS OF SALE

1. **SELLER'S OFFER.** Notwithstanding any contradictory terms and conditions which may appear on Buyer's forms, the shipment and/or delivery of the goods and/or services made the subject of this invoice and the mailing and/or delivery of this invoice shall not constitute an acceptance by the Seller of any prior written or oral offer by the Buyer which contained terms and conditions different from or additional to those set forth below. Seller's acceptance of any such offer is expressly conditioned on the terms and conditions set forth below. Buyer's acceptance of the goods and/or services which are the subject of this invoice shall constitute confirmation of Buyer's acceptance of the terms and conditions set forth below.
2. **STANDARD LIMITED WARRANTY.** (a) **Service Warranty and Disclaimer.** Kaman Industrial Technologies Corporation ("Kaman") warrants to its original customer that all services provided by Kaman will be performed in accordance with generally accepted industry standards and will be provided in a manner consistent with the level of skill ordinarily exercised by Kaman in connection with its own work on the date such services are provided. Kaman's liability for any breach of this warranty and customer's sole remedy will be limited to correction or reperformance of such services by Kaman at no additional charge, subject to the disclaimer and limitation of remedies set forth below. (b) **Product Warranty and Disclaimer.** Kaman is a distributor and not a manufacturer of products which are supplied by it and Kaman has no control over the manufacturing process for such products. Accordingly, Kaman makes no warranty, representation or indemnity with respect to such products, it being understood that all such products shall be subject solely to those written warranties and indemnities, if any, provided by their respective manufacturers in each case, subject to any limitations set forth therein and subject to the disclaimer and limitations set forth below. (c) **Disclaimer and Limitation.** THE WARRANTIES, REMEDIES AND/OR DISCLAIMER OF WARRANTIES AND REMEDIES AS SET FORTH AND DESCRIBED ABOVE ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY WARRANTIES OR ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING SPECIFICALLY DISCLAIMED AND EXCLUDED. IN NO EVENT SHALL KAMAN BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER REGARDLESS OF HOW ARISING. In the case of any products, supplies, components or devices which are not manufactured by Kaman, Kaman's sole obligation shall be limited to making available to customer any existing applicable manufacturer's warranties pertaining to such products, supplies, components or devices, to the extent Kaman can legally do so. In the case of a system assembled by Kaman involving both products and services, Kaman's total liability shall not exceed, in the aggregate, ten percent (10%) of the total cost of such system.
3. **ENTIRE AGREEMENT.** No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this contract, unless such affirmation, representation or warranty is specifically included within this agreement. No modification or alteration of the foregoing disclaimer of warranty and limitation of remedies provisions shall be valid or enforceable unless set forth in a separate document issued and executed by the Seller.
4. **INDEMNIFICATION.** In the event Buyer fails to disclaim any warranty with respect to any articles sold hereunder, Buyer shall indemnify and hold Seller harmless from any and all liability, costs and expenses to which Seller may be subjected as a result of Buyer's failure to so disclaim its express or implied warranties.
5. **RISK OF LOSS; TITLE.** The goods sold hereunder shall be at the risk of the Buyer upon delivery by the Seller to the carrier F.O.B. shipping point. Title to the goods sold hereunder shall remain in Seller until payment in full by Buyer.
6. **DELAYS BEYOND SELLER'S CONTROL.** Seller shall not be responsible for delays in performance caused by delays at manufacturing plants, or in transportation or due to strikes, fires, floods, storms, war, insurrections, riots, any governmental regulation, order, act or instruction, or any other circumstances beyond the Seller's reasonable control, and Buyer's acceptance of goods and/or services shall constitute a waiver of any claims for damages due to delay. Under no circumstances shall the Seller be liable for any loss of use by Buyer or for any indirect or consequential damages arising from such delays.
7. **SERVICE CHARGE; TERMS OF PAYMENT; COLLECTION ACTIONS.** Any accounts not adhering to the payment terms on the face hereof will be subject to a service charge of one and one-half percent (1-1/2%) per month on the unpaid balance. Unless otherwise indicated on the face hereof, payment terms are net 30 days. If Seller commences an action to collect amounts due on this account, Buyer will indemnify and hold Seller harmless from all expenses incurred in connection therewith, including attorney's fees.
8. **SURVIVAL OF TERMS.** To the extent any provision hereof is held invalid, then that provision shall be deemed to be deleted, and the remaining provisions hereof shall remain in full force and effect.
9. **RETURNED GOODS. IMPORTANT.** Material may not be returned without prior authorization. A handling or restocking charge, after inspection and in the opinion of the Seller, can be made upon all goods returned for credit. Goods returned for credit must be returned within five (5) days after receipt and must be accompanied by our Invoice Number and date of purchase. Custom items or special order merchandise including all nonstandard material is not returnable.
10. **FOREIGN SHIPMENT.** In the event this sale involves a foreign shipment, the Seller declares this invoice to be true and correct in every respect and declares the goods described on the reverse side hereof to be the product of the Industry of the United States of America, except as otherwise noted.
11. **LIMITATION OF ACTIONS.** Buyer agrees that any action of any kind by the Buyer against the Seller must be commenced, if at all, within one (1) year after the date of delivery.
12. For ReliaMark branded products limited warranty, please visit [www.reliamark.net/warranty](http://www.reliamark.net/warranty).

**KAMAN**910 S. Wanamaker Avenue  
Ontario, CA 91761  
www.kamandirect.com*Credit Card*

PAGE: 1

PACKING SLIP  
NUMBER - D935215  
SHIP DATE: 12/19/2011  
EXPECTED SHIP DATE: 12/19/2011BILL TO: KAMAN-SPARKS  
882 FREEPORT BLVD.SHIP TO: LANDER CTY SHERIFF OFFICE\  
2 STATE ROUT 305

SPARKS, NV

BATTLE MOUNTAIN, NV

89431

89820

TELEPHONE: (775) 358-0215

CUSTOMER ACCOUNT NUMBER: TRNSPA

CUSTOMER P.O. NUMBER: CREDIT CARD

ORDER DATE: 12/19/2011

LINE ITEM

NUM. DESCRIPTION

SHIP

QTY UOM

PRICE

EA.

PRICE

EXTEND.

System Message - UPS NEXT DAY AIR

Carrier: Next Day Air

Acct: 873-878

SVI

1 USE8000 1 EA  
8000\_1/4HP 1725 ODP 48 115V SPLIT PHASE HVAC

TOTAL:



## Robert Quick

**From:** auto-confirm@amazon.com  
**Sent:** Monday, December 19, 2011 12:51 PM  
**To:** rquick@landerso.org  
**Subject:** Your Order with Amazon.com



[VIEW CART](#) | [WISH LIST](#) | [YOUR ACCOUNT](#) | [HELP](#)

**Thanks for your order, Robert W. Quick!**

### **Want to manage your order online?**

If you need to check the status of your order or make changes, please visit our home page at Amazon.com and click on Your Account at the top of any page.

### **Purchasing Information:**

**E-mail Address:** [rquick@landerso.org](mailto:rquick@landerso.org)

**Billing Address:**

Robert Quick  
PO Box 1625  
Battle Mountain, Nevada 89820  
United States

**Shipping Address:**

Robert W. Quick  
2 State Route 305  
LANDER COUNTY SHERIFF'S OFFICE  
BATTLE MOUNTAIN, NV 89820-4300  
United States

**Order Grand Total: \$43.69**

Get the [Amazon.com Rewards Visa Card](#) and earn **3% rewards** on your Amazon.com orders.

### **Order Summary:**

#### **Shipping Details : California Pacific / J Bugs**

<b>Order #:</b>	<a href="#">002-2965073-1592206</a>
<b>Shipping Method:</b>	Standard
<b>Shipping Preference:</b>	Group my items into as few shipments as possible
Items:	\$35.90
Shipping & Handling:	\$7.79
-----	
Total Before Tax:	\$43.69
Estimated Tax To Be Collected:*	\$0.00
-----	
<b>Order Total:</b>	<b>\$43.69</b>

**Delivery estimate:** Dec. 23, 2011 - Dec. 29, 2011

**2 "2-Point Lap Seat Belt, Grey, 90 Inch Length, with Push Button Release"**

\$17.95

In Stock

Sold by: [California Pacific / J Bugs](#)

CALIFORNIA PACIFIC/JBUGS  
 1338 Rocky Point Drive  
 Oceanside, CA 92056  
 760-722-2535



Order # 569648A		Invoice Date 12/20/11	Page 1
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Bill To  
 AMAZON ONLINE SALES

Ship To  
 ROBERT W. QUICK  
 LANDER COUNTY SHERIFF'S OFFIC  
 2 STATE ROUTE 305  
 BATTLE MOUNTAIN, NV 89820

Customer No. 78789	Sales I.D. TM /TM	Reference # 002-2965073-159220	Source /OTHER	Terms PRE-PAID BY CHECK
-----------------------	----------------------	-----------------------------------	------------------	----------------------------

Ordered By	Warehouse	Phone Number ( ) -	Total Wt. 0.0	Zone 4	Pkg 1	Ship Via FGR
------------	-----------	-----------------------	------------------	-----------	----------	-----------------

THANK YOU FOR CHOOSING CALIFORNIA PACIFIC/JBUGS  
 ANY BACKORDER WILL BE SHIPPED AS SOON AS POSSIBLE

Qty	B/O	Ship	Item #	Description	Un. Price	Ds	Amount
-----	-----	------	--------	-------------	-----------	----	--------

2	0	2	1201-90	2 POINT SEAT BELT, PUSH BUTTON RELEASE, 90" 6005	17.95	--	35.90
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1	0	1	P	**THIS PARCEL SHIPPED POST OFFICE**	0.00	--	0.00
				MERCHANDISE INVOICE TOTAL \$			35.90
				SHIPPING & HANDLING \$			7.79
				INVOICE TOTAL \$			43.69
				CHECK #ACH \$			-43.69
				BALANCE \$			0.00

001-012-5392

THANK YOU



(775) 778-6778

Manager MYRON JOHNSON  
2944 MOUNTAIN CITY HWY  
ELKO NV 89801

ST# 2402 OP# 00006411 TE# 16 TR# 03425	
PUFFS PLUS 003700039363	4.97 0
PUFFS PLUS 003700039363	4.97 0
PUFFS PLUS 003700039363	4.97 0
MOP GLO 001920005432	4.57 0
MOP GLO 001920005432	4.57 0
MOP GLO 001920005432	4.57 0
MOP GLO 001920005432	4.57 0
MOP GLO 001920005432	4.57 0
MOP GLO 001920005432	4.57 0
LYSOL SPRAY 001920082607	4.93 0
LYSOL SPRAY 001920082607	4.93 0
1920083854 001920083854	4.93 0
1920083854 001920083854	4.93 0
LYS CIT MEDW 001920081546	4.93 0
LYS CIT MEDW 001920081546	4.93 0
CMAS BOXED 002647773323	2.97 0
CMAS BOXED 002647773320	2.97 0
SUBTOTAL	73.28
TOTAL	73.28
VISA TEND	73.28

ACCOUNT # \*\*\*\* \* 2411 S  
APPROVAL # 02145G  
REF # 133600588285  
TRANS ID - 281337020438095  
VALIDATION - QLPV  
PAYMENT SERVICE - E  
TERMINAL # 37002346

12/02/11 16:34:11

CHANGE DUE 0.00

# ITEMS SOLD 16

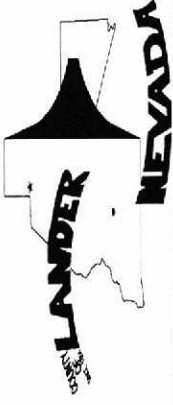
TC# 3591 4201 0042 4762 5201



Save more time and money! Get our  
mobile app. Text "WMTAPP" to 63257.  
12/02/11 16:34:11

\*\*\*CUSTOMER COPY\*\*\*

**ROGENE HILL**  
**Lander County Finance Director**



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

*Rene Gullock*  
Chairman

*Steve Stewart*  
Commissioner

*David R. Maxwell*  
Commissioner

*Ray H. McKinstry*  
Commissioner

Commissioner

DATE

*1/26/12*

*1/26/12*

*1/26/12*

*1-22-12*

**LANDER COUNTY COMMISSION MEETING**

January 26, 2012

APPROVE / DISAPPROVE

SUBMITTED EXPENDITURES IN THE AMOUNT OF \$ 612,170.29

From Check #39367 thru #39460

**COUNTY OF LANDER**  
MILLS PHARMACY

MILLS ENTERPRISES, INC.

DATE	INVOICE	AMOUNT	REMARKS
01/23/12	379708	15.57	12/1/11//INMATEMEDS/SO
01/23/12	379709	11.78	12/01/11//INMATEMEDS/SO
01/23/12	379998	18.17	12/2/11//INMATEMEDS/SO
01/23/12	381056	15.00	12/8/11//INMATEMEDS/SO
01/23/12	382482	157.01	12/15/11//INMATEMEDS/SO
01/23/12	382483	103.63	12/15/11//INMATEMEDS/SO
01/23/12	382484	43.68	12/15/11//INMATEMEDS/SO
01/23/12	383094	8.99	12/21/11//INMATEMEDS/SO
01/23/12	384423	27.05	12/27/11//INMATEMEDS/SO
01/23/12	384603	11.97	12/28/11//INMATEMEDS/SO

CHECK NO 39464 \$412.85 \*\*

**COUNTY OF LANDER**

315 SOUTH HUMBOLDT STREET  
BATTLE MOUNTAIN, NV 89820  
(775) 635-2573

**WELLS FARGO BANK**  
BATTLE MOUNTAIN, NV 89820  
GENERAL ACCOUNT

No. 039464

94-7074  
3212

PAY TO THE ORDER OF

MILLS ENTERPRISES, INC.

VOID IF NOT CASHED  
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
01/26/12	39464	\$412.85
**VOID**	**VOID**	**VOID**

\*\*\*VOID\*\*\*\*\*412DOLLARS AND85CENTS\*\*\*

MILLS ENTERPRISES, INC.  
P.O. BOX 548

MILLS PHARMACY

BATTLE MOUNTAIN NV 89820

**NON-NEGOTIABLE**

TOTAL **\$412.85**

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

*[Signature]*

Authorized Signature

01/12/2012

Date

COUNTY COMMISSION APPROVAL

*[Signature]*  
Chairman  
*[Signature]*  
*[Signature]*

RECEIVED  
JAN 1 / 2012  
For Comptroller Use Only

# COUNTY OF LANDER

WELLS FARGO REMITTANCE CT

DATE	INVOICE	AMOUNT	REMARKS
01/12/12	JAN/2012	18.95	ONSTAR COMM SUBSCRIPT
01/12/12	1/01/12	59.99	AUST AMBUL INTERNET
01/12/12	1/4/12/ SAC CONF/DEA	121.06	RMS CONF/SAC CA/LEVEE
01/12/12	1/4/12/ SAC CONF/GEN	121.06	RMS CONF/SAC CA/LEVEE
01/12/12	1/5/12	41.88	PERIODIC/SERV CHRG/FIN
01/12/12	2/26/12 PPRFS/GUY	40.32	RMS NEWORLEANS/VEGAS/CONF
01/12/12	2/26/12 WSRFS/JOE	40.32	RMS NEWORLEANS/VEGAS/CONF

CHECK NO 39347 \$443.58 \*\*

## COUNTY OF LANDER

315 SOUTH HUMBOLDT STREET  
BATTLE MOUNTAIN, NV 89820  
(775) 635-2573

**WELLS FARGO BANK**  
BATTLE MOUNTAIN, NV 89820  
GENERAL ACCOUNT

No. 039347

94-7074  
3212

PAY TO THE ORDER OF

WELLS FARGO REMITTANCE CT

VOID IF NOT CASHED  
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
01/17/12	39347	\$443.58
**VOID**	**VOID**	**VOID**

\*\*\*VOID\*\*\*\*\*443DOLLARS AND58CENTS\*\*\*

WELLS FARGO REMITTANCE CT  
P.O. BOX 6415

CAROL STREAM IL 60197-6415

**NON-NEGOTIABLE**

numneac

Authorized Signature

*Ray Hill*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



COUNTY OF LANDER  
810 SUNSET DR

CHECK NO	39352	\$795.00	**
----------	-------	----------	----

PS Form 3621-A, April 2011 (7530-02-000-8210)

Bea Bull's release needs to be done ASAP

Attn: Steven & David R Mason

Don H. Vukobratovic

# COUNTY OF LANDER

BANK OF AMERICA

DATE	INVOICE	AMOUNT	REMARKS
01/17/12	BANK CARD SERVC	16.98	12/24/11/SUPPLIES/SO
01/17/12	BANK CRD SERVC	29.01-	12/12/11/CREDIT
01/17/12	CALIF PACIFIC	43.69	12/20/11/VEH MAINT/SO
01/17/12	KAMAN	222.20	12/21/11/BLDG MAINT
01/17/12	WALMART	73.28	12/2/11/SUPPLIES/SO

CHECK NO 39335 \$327.14 \*\*

## COUNTY OF LANDER

315 SOUTH HUMBOLDT STREET  
BATTLE MOUNTAIN, NV 89820  
(775) 635-2573

PAY TO THE ORDER OF

BANK OF AMERICA

WELLS FARGO BANK  
BATTLE MOUNTAIN, NV 89820  
GENERAL ACCOUNT

No. 039335

94-7074  
3212

VOID IF NOT CASHED  
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
01/17/12	39335	\$327.14
***VOID**	***VOID**	***VOID**

\*\*\*VOID\*\*\*\*\*327DOLLARS AND14CENTS\*\*\*

BANK OF AMERICA  
P.O. BOX 15731

WILMINGTON

DE 19886-5731

NON-NEGOTIABLE

TOTAL **\$327.14**

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

*Donache*

Authorized Signature

1/13/12

Date

## COUNTY COMMISSION APPROVAL

*Dean Bullock*  
Chairman  
*David R. [Signature]*  
*Ray [Signature]*  
JAN 13 2012  
L.C. FINANCE  
For Comptroller Use Only

JAN 1 / 2012

L.C. FINANCE



# **Commissioners' Report**

January 26, 2012

## CORRESPONDENCE

January 26, 2012

1. USDA Forest Service, Humboldt-Toiyabe National Forest, Austin/Tonopah Ranger District, Request for Comments/Notice of Proposed Action, Antelope Zinc Mineral Exploration Project.
2. Jon Sherve, Battle Mountain Resident, to County Commissioners, letter expressing appreciation to the Lander County Water & Sewer Department for their assistance during excavation of a sewer line on Saturday, December 24, 2011.
3. Douglas W. Furtado, Bureau of Land Management, to Permittees, letter regarding BLM's plan to develop a Drought Management Environmental Assessment for the Battle Mountain District.
4. Gene Seidlitz, Bureau of Land Management, to Interested Public, letter regarding provisions for public participation in BLM's decision making process.
5. Michael Truden, Bureau of Land Management, to Interested Public, letter seeking public input for environmental analysis process for a geothermal power plant/power lines proposed by TGP Dixie Development Company, LLC.
6. Robert K. Stokes, Elko County Manager, to Lander County Chairman Dean Bullock, letter announcing Jeff Williams as Chair, Glen Guttry as Vice-Chair, and Elko County Board of Commissioners 2012 regular meeting schedule.

## Request for Comments/ Notice of Proposed Action

### Antelope Zinc Mineral Exploration Project

USDA Forest Service – Humboldt-Toiyabe National Forest  
Austin/Tonopah Ranger District  
January 5, 2012

#### Why we are proposing this project

1859 Nevada Inc (Firestone Ventures) has locatable mining claims and would like to exercise their right to explore for precious metals on their claims.

#### What Firestone Ventures proposes

Firestone Ventures proposes to drill from 10 exploration sites using existing roads, newly constructed roads and overland travel. The duration of the project is less than one year.

#### Where we propose to do this

The Antelope Zinc Project is located about 52 miles southwest of Eureka, Nevada, on the east side of the Monitor Range. Section 20, T14N, R50E, MDB&M, all in Nye County, Nevada.

#### We have identified preliminary issues:

- Will the investigations and drilling impact biological and cultural resources?

#### How we will figure out what to do

We will use this issue and those we receive from you to reduce impacts to the environment and to analyze the effects of implementing the project.

#### How you can help us decide what to do

We ask that you think about this proposal and let us know what you think. This thirty-day comment period (January 5- February 6) provides those interested in or affected by this proposal an opportunity to make their concerns known prior to making the decision.

#### The decision to be made

We will decide to permit the project as proposed, permit it with modifications, or deny it.

We plan to cite a categorical exclusion to make this decision. This means that the decision will not be preceded with an Environmental Assessment.

#### We want to hear from you ...

If you would like more information, contact:  
Deanna Stever, Humboldt-Toiyabe N.F., Ely  
District, Geologist/Minerals Specialist  
(775) 289-5120, [dstever@fs.fed.us](mailto:dstever@fs.fed.us)  
825 Ave E, Ely, NV 89301

To provide electronic comments, in rtf or doc:  
[comments-intermtn-humboldt-toiyabe-ely@fs.fed.us](mailto:comments-intermtn-humboldt-toiyabe-ely@fs.fed.us)

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JAN 10 2012

COUNTY COMMISSION

**Antelope Zinc Mineral Exploration Project**

**For Official Use Only**

Comment #: \_\_\_\_\_

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

Logged in by: \_\_\_\_\_

**Comment Form**

We have provided this form for your convenience.

*For your information: names and individuals commenting on Forest Service proposals may be released if requested under the Freedom of Information Act.*

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

**Here are my concerns, issues, and/or ideas about the Antelope Zinc Mineral Exploration Project**

**Please check all that apply...**

\_\_\_\_\_ I have information about the area that may be helpful in the decision.


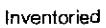
Feel free to contact me at \_\_\_\_\_.

\_\_\_\_\_ Please send me the final decision document.


\_\_\_\_\_ I have no further interest in this proposal and do not want to receive further mailings.





#### Legend

-  Project Location
-  Inventoried roadless Areas

#### Existing Roads

-  <all other values>

#### SUBTYPE

-  NFS Road
-  NFS Road

## Antelope Zinc Mineral Exploration Project Firestone Ventures January 2012 Scope Map



**Humboldt-Toiyabe National Forest**

U.S. DEPARTMENT OF AGRICULTURE

Humboldt-Toiyabe National Forest data was compiled from multiple sources and may not meet the U. S. National Mapping Standards of the Office of Management and Budget. The data has no warranty to its content or accuracy when used for purposes other than those intended by the Humboldt-Toiyabe National Forest.



Correspondence #2  
1/10/2012

Jon Sherve  
458 South Scott Street  
Battle Mountain NV 89820

January 6, 2012


Lander County Commissioners  
315 South Humboldt Street  
Battle Mountain NV 89820

Dear Commissioners:

I would like to take a moment of your time to thank Water and Sewer for being of great assistance. During a simple excavation of my sewer line on Saturday, December 24, I encountered the main water line to my house in an unexpected location and severed the line. The Sheriff was contacted and shortly thereafter Mr. Nash Beverland arrived and assisted me in turning-off the water and troubleshooting the issues at hand. Although Mr. Beverland had other calls he was responding to, he continued to assist me when he could. When his other issues abated he returned to my house and continued to assist me in reconnecting the water line. He remained at my residence until he knew that my service was again functioning.

It would have been a severe hardship for me and my family, had I not had the help of Mr. Beverland and others at Water and Sewer. Please accept my appreciation to all in the department.

Sincerely,



Jon D. Sherve

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JAN 10 2012

COUNTY COMMISSION



## United States Department of the Interior

### BUREAU OF LAND MANAGEMENT

Battle Mountain District Office

50 Bastian Road

Battle Mountain, Nevada 89820

Phone: 775-635-4000

Fax: 775-635-4034

[http://www.blm.gov/nv/st/en/fo/battle\\_mountain\\_field.html](http://www.blm.gov/nv/st/en/fo/battle_mountain_field.html)



In Reply Refer To:  
4110 (NVB0000)

JAN 10 2012

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JAN 12 2012

COUNTY COMMISSION

Dear Permittees,

According to the U.S. Drought Monitor, Nevada is experiencing abnormally dry conditions. It is likely that a continuation of these weather conditions will result in a drought, and affect plant growth and water yield availability.

As a permittee, you are aware that drought results in decreased vigor and food reserves of perennial plants, diminished root growth, and a reduction of vegetation production and soil cover. If these conditions persist, we expect that many water sources will be dry or will dry up much earlier in the grazing season. This will put additional grazing pressure on areas around remaining water sources including riparian areas by all users. Increased grazing pressure during drought can cause long lasting damage to soils, plants, stream channels and water quality.

During a drought, forage production is usually not sufficient to provide for livestock grazing on public lands at the same levels or in the same manner as in average production years. The Bureau of Land Management (BLM) Battle Mountain District is aware that temporary changes to your livestock operation may be necessary because of poor water availability or forage conditions and as a result, can cause economic hardship and management stress. The BLM would like to work with you now to plan for the upcoming grazing season so that any changes that must be made are anticipated in advance. This will allow you an early opportunity to adjust your operation if needed.

If drought conditions persist and acceptable voluntary adjustments are not requested, the authorized officer for the Mount Lewis Field Office and/or Tonopah Field Office will be required to take appropriate action. Pursuant to 43 CFR §4110.3-3(b), "When the authorized officer determines that the soil, vegetation, or other resources on the public lands require immediate protection because of conditions such as drought, fire, flood, insect infestation, or when continued grazing use poses an imminent likelihood of significant resource damage, after consultation with, or a reasonable attempt to consult with, affected permittees or lessees, the interested public, and the State having lands responsible for managing resources within the area, the authorized officer shall close allotments or portions of allotments to grazing by any kind of livestock or modify authorized grazing use... Notices of closure and decisions requiring

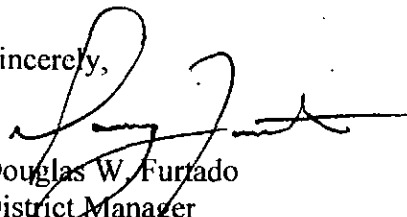
modification of authorized grazing use may be issued as final decisions effective upon issuance or on the date specified in the decision.”

I encourage you to contact your assigned Rangeland Management Specialist to discuss your specific situation in order to identify any temporary changes in grazing use that will be required to mitigate the effects of drought for the 2012 grazing season.

In support of the above-mentioned management actions, the Battle Mountain District is developing a Drought Management Environmental Assessment (EA) for the district. The primary purpose of the EA is to analyze a range of management alternatives that will be used to mitigate the effects of drought and to avoid emergency situations. These alternatives will provide a suite of drought response actions that would be implemented during various stages of drought. Drought response actions will address; grazing management, wild horse and burro management, wildlife needs, riparian resource concerns and a variety of other resources and management actions associated with the public lands located within the Battle Mountain District.

If you have any questions regarding these matters, please contact Christopher J. Cook, Field Manager for the Mount Lewis Field Office at 775-635-4000 or Thomas J. Selcy, Field Manager for the Tonopah Field Office at 775-482-7800.

Sincerely,



Douglas W. Furtado  
District Manager  
Battle Mountain District

cc: State Director, Nevada (NV 930)  
Nevada State Range Program Lead  
District Manager, Winnemucca  
District Manager, Elko  
District Manager, Carson City  
District Manager, Ely  
Interested public





United States Department of the Interior  
BUREAU OF LAND MANAGEMENT

Winnemucca District Office  
5100 East Winnemucca Boulevard  
Winnemucca, Nevada 89445-2921  
Phone: (775) 623-1500 Fax: (775) 623-1503  
Email: NV\_WFO\_Webmail@blm.gov  
www.nv.blm.gov/winnemucca



In Reply Refer to:  
4140 (NV010.07)

JAN 12 2012

Dear Interested Public:

Current Bureau of Land Management (BLM) livestock grazing regulations which became effective August 21, 1995 contain many provisions for public participation in the BLM's decision making process. Consultation, cooperation and coordination (CCC) are the core of the public participation process and provide the BLM decision-maker the opportunity to consider the most complete information before making decisions. The current regulations require CCC with permittees, State, County, other Federal agencies, Tribal and local government entities, institutions, organizations, corporations, associations, and interested publics prior to a decision being made on the following types of actions:

- Designating or changing allotment boundaries
- Increasing or decreasing permitted use
- Modification of terms and conditions of grazing permits
- Development or revision of Allotment Management Plans
- Planning range developments or range improvement programs
- Issuance or renewal of grazing permits
- Reports which evaluate monitoring data (i.e. allotment evaluations/assessments)
- Issuance of non-renewable grazing permits (i.e. Temporary Non-Renewable)
- Closures of allotments due to drought, fire, flood, insect infestation, or when continued use would pose significant resource damage

The current grazing regulations define an interested public as:

"An individual, group or organization that has submitted a written request to the authorized officer to be provided an opportunity to be involved in the decision making process for the management of livestock grazing on specific grazing allotments or has submitted written comments to the authorized officer regarding the management of livestock grazing on a specific allotment."

In the past, we have utilized our general Resource Management Plan mailing list to solicit comments regarding grazing related issues. During the past several years we have also generated more specific allotment mailing lists as we have completed allotment evaluations. Since, August 1995, we have been utilizing these mailing lists to provide for CCC as required by the grazing regulations. However, we suspect that not everyone on these mailing lists may be interested in

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COUNTY COMMISSION

participating in the decision making process for all the specific types of grazing management actions listed above.

Therefore, in an effort to create a more accurate mailing list and reduce unnecessary mailings, we are asking that you notify this office in writing of your desire to be an interested public for livestock grazing management on lands administered by the Winnemucca District Office.

The regulations require that you identify a specific allotment or allotments in which you are interested, rather than a blanket assertion that you are interested in "all" allotments. To help us formulate specific interested public lists for each type of grazing management action, we are asking that you also identify the type of action(s) you are interested in from the list above.

Therefore, your request to be an interested public should include:

1. The specific allotment(s) you are interested in by name; and
2. The specific type(s) of grazing management actions you are interested in for each allotment(s).

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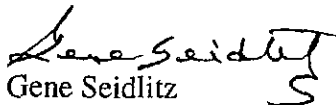
We will begin utilizing an updated CCC list for the grazing management actions listed above starting on March 30, 2012. If you have not sent us a written response with the appropriate information by this time, you will not receive information on grazing management actions for the coming year. This means that your name will be removed and you will not receive any future communication from this office. You may, at any time send us a letter requesting to be placed back on our mailing list, and we will gladly abide by this request. If you wish to revise a request made in response to this letter, you may do so at any time. If you are identified as an interested public for an ongoing allotment evaluation/assessment, you will remain on that list through completion of the evaluation/assessment/decision process for that allotment.

Permittees will always be kept informed on actions that affect any allotment(s) for which they have a grazing permit. If they wish to be informed of actions on any other allotment(s), they must respond to this letter.

A map and a list of the grazing allotments in the Winnemucca District are enclosed for your convenience. If you have information which you believe would be pertinent to any of these allotments, please contact the Winnemucca District Office.

If you have any questions, feel free to contact Ron Pearson at (775) 623-1500.

Sincerely,



Gene Seidlitz  
District Manager  
Winnemucca District

Enclosure

Winnemucca District Allotments	
ABEL CREEK ALLOTMENT	HUMBOLDT SINK ALLOTMENT
ALDER CREEK ALLOTMENT	HUMBOLDT VALLEY ALLOTMENT
ANDORNO ALLOTMENT	INDIAN CREEK ALLOTMENT
ANTELOPE ALLOTMENT	IRON POINT ALLOTMENT
ASA MOORE ALLOTMENT	JACKSON MOUNTAINS ALLOTMENT
BILK CREEK ALLOTMENT	JERSEY VALLEY ALLOTMENT
BLOODY RUN ALLOTMENT	JORDAN MEADOWS ALLOTMENT
BLUE MOUNTAIN ALLOTMENT	KINGS RIVER ALLOTMENT
BLUE WING-SEVEN TROUGHS ALLOTMENT	KLONDIKE ALLOTMENT
BOTTLE CREEK ALLOTMENT	KNOTT CREEK ALLOTMENT
BUFFALO ALLOTMENT	LEADVILLE ALLOTMENT
BUFFALO HILLS ALLOTMENT	LITTLE HORSE CREEK ALLOTMENT
BULLHEAD ALLOTMENT	LITTLE OWYHEE ALLOTMENT
BUTTERMILK ALLOTMENT	LONG CANYON ALLOTMENT
CHIMNEY CREEK ALLOTMENT	LOWER QUINN ALLOTMENT
CLEAR CREEK ALLOTMENT	MAJUBA ALLOTMENT
COAL CANYON-POKER ALLOTMENT	MARTIN CREEK ALLOTMENT
CORDERO ALLOTMENT	MELODY ALLOTMENT
COYOTE-ALLOTMENT	MORMON DAN ALLOTMENT
COYOTE HILLS ALLOTMENT	MULLINIX ALLOTMENT
CROWLEY CREEK ALLOTMENT	OSGOOD ALLOTMENT
DAVEYTOWN ALLOTMENT	PAIUTE MEADOWS ALLOTMENT
DEER CREEK ALLOTMENT	PARADISE HILL ALLOTMENT
DESERT QUEEN ALLOTMENT	PINE FOREST ALLOTMENT
DESERT VALLEY ALLOTMENT	PLEASANT VALLEY ALLOTMENT
DIAMOND S ALLOTMENT	POLE CANYON ALLOTMENT
DOLLY HAYDEN ALLOTMENT	POLE CREEK ALLOTMENT
DOUBLE H ALLOTMENT	PRINCE ROYAL ALLOTMENT
DYKE HOT ALLOTMENT	PROVO ALLOTMENT
EDEN VALLEY ALLOTMENT	PUEBLO MOUNTAIN ALLOTMENT
FLAT CREEK ALLOTMENT	PUMPERNICKEL ALLOTMENT
FORT MCDERMITT ALLOTMENT	RAGGED TOP ALLOTMENT
FORT SCOTT ALLOTMENT	RAWHIDE ALLOTMENT
GALLAGHER FLAT ALLOTMENT	REBEL CREEK ALLOTMENT
GOLCONDA BUTTE ALLOTMENT	ROCK CREEK ALLOTMENT
GOLDBANKS ALLOTMENT	RODEO CREEK ALLOTMENT
GRANITE ALLOTMENT	RYE PATCH ALLOTMENT
HANSON CREEK ALLOTMENT	SAND DUNES ALLOTMENT
HAPPY CREEK ALLOTMENT	SAND PASS ALLOTMENT
HARMONY ALLOTMENT	SCOTT SPRING ALLOTMENT
HOLE IN THE WALL ALLOTMENT	SINGUS ALLOTMENT
HOME STATION GAP ALLOTMENT	SOD HOUSE ALLOTMENT
HORSE CREEK ALLOTMENT	SOLDIER MEADOWS ALLOTMENT
HOT SPRINGS PEAK ALLOTMENT	SOLID SILVER ALLOTMENT
HUMBOLDT HOUSE ALLOTMENT	SOLID SILVER ALLOTMENT

Winnemucca District Allotments
SONOMA ALLOTMENT
SOUTH ROCHESTER ALLOTMENT
SPRING CREEK ALLOTMENT
STAR PEAK ALLOTMENT
SUGAR LOAF ALLOTMENT
THOMAS CREEK ALLOTMENT
U.C. ALLOTMENT
UPPER QUINN ALLOTMENT
WASHBURN ALLOTMENT
WHITE HORSE ALLOTMENT
WILDER-QUINN ALLOTMENT
WILLIAM STOCK ALLOTMENT
WILLOW CREEK ALLOTMENT

United States Department of the Interior



BUREAU OF LAND MANAGEMENT

Winnemucca District Office  
Humboldt River Field Office  
5100 East Winnemucca Boulevard  
Winnemucca, Nevada 89445-2921  
Phone: (775) 623-1500 Fax: (775) 623-1503  
Email: [wfoweb@blm.gov](mailto:wfoweb@blm.gov)  
<http://www.blm.gov/nv/st/en/fo/wfo.html>



In Reply Refer to:  
3200 / 1792  
NVN 88828X  
(NV-0100.30)

JAN 11 2012

Dear Interested Public:

The Bureau of Land Management (BLM), Winnemucca District Office, Humboldt River Field Office (WDO/HRFO) is seeking public input as it initiates an environmental analysis process for a geothermal power plant and power lines as proposed by TGP Dixie Development Company, LLC (see enclosed map). This project is located at the base of the northwest slope of the Stillwater Range, approximately twenty five miles east-southeast of Lovelock, in Pershing County, Nevada.

The proposal includes the construction and operation of an up to 70-Megawatt, geothermal power plant, up to 45 total geothermal production, injection and/or observation wells, up to three water wells, access roads, geothermal steam/fluid pipelines, an airstrip and airplane hangar, up to two 230-kilovolt electrical line, an electrical substation, and support facilities. The proposed power plant would be sited on one of four possible locations. Selection of the power plant site, as well as the power plant technology, would be based on characterization of the geothermal resource that would result from ongoing exploration activities. Three power line routes are being considered. Two of the routes would travel north toward Interstate 80 and the third route would connect with an existing Dixie Valley geothermal plant. One of the two northern routes (routes 1 and 2) would be chosen with a possible addition of the southern route (route 3). The power plant would require up to 60 acres, the geothermal well sites would require up to an additional 42 acres, and up to 20 acres would be necessary for pipelines, all of which is on public land. Depending on the route for the power line an additional 33, 36 or 22 acres (routes 1, 2 and 3, respectively) would be crossed overland by the poles and power line.

In accordance with Council on Environmental Quality Regulations at 40 CFR 1500, for implementing the procedural provisions of the National Environmental Policy Act (NEPA), the BLM WDO/HRFO, will be preparing an environmental analysis of the proposed project. This analysis will disclose the environmental impacts expected to occur should the project be implemented. The BLM is seeking your input in identifying issues and concerns or applicable knowledge to assist us with the NEPA process.

The public is invited to submit comments on the proposal within 30 days of the date of this letter. Please send written comments to Mr. Philip D'Armo, project lead, at the above address or e-mail [wfoweb@blm.gov](mailto:wfoweb@blm.gov) with "NYC Geothermal Project (D'Armo)" in the subject line. This letter and

RECEIVED

JAN 17 2012

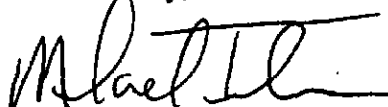
COUNTY COMMISSION

map are also available on our NEPA webpage at [http://www.blm.gov/nv/st/en/fo/wfo/blm\\_information/nepa0.html](http://www.blm.gov/nv/st/en/fo/wfo/blm_information/nepa0.html). In addition, a copy of their Operations Plan is available for review at the Winnemucca District Office during regular business hours for 30 days from the date of this letter.

Public comments submitted for this project, including names and addresses of commenters will be available for public review at the WDO during regular business hours 7:30 a.m. to 4:30 p.m., Monday through Friday, except federal holidays. Before including your address, phone number, e-mail address, or other personal identifying information in your comment, you should be aware that your entire comment -- including personal identifying information -- may be made publicly available at any time. While you can ask us in your comment to withhold personal identifying information from public review, we cannot guarantee that we will be able to do so.

If you have any questions, please contact Mr. Philip D'Amo at (775) 623-1567 or at the above address.

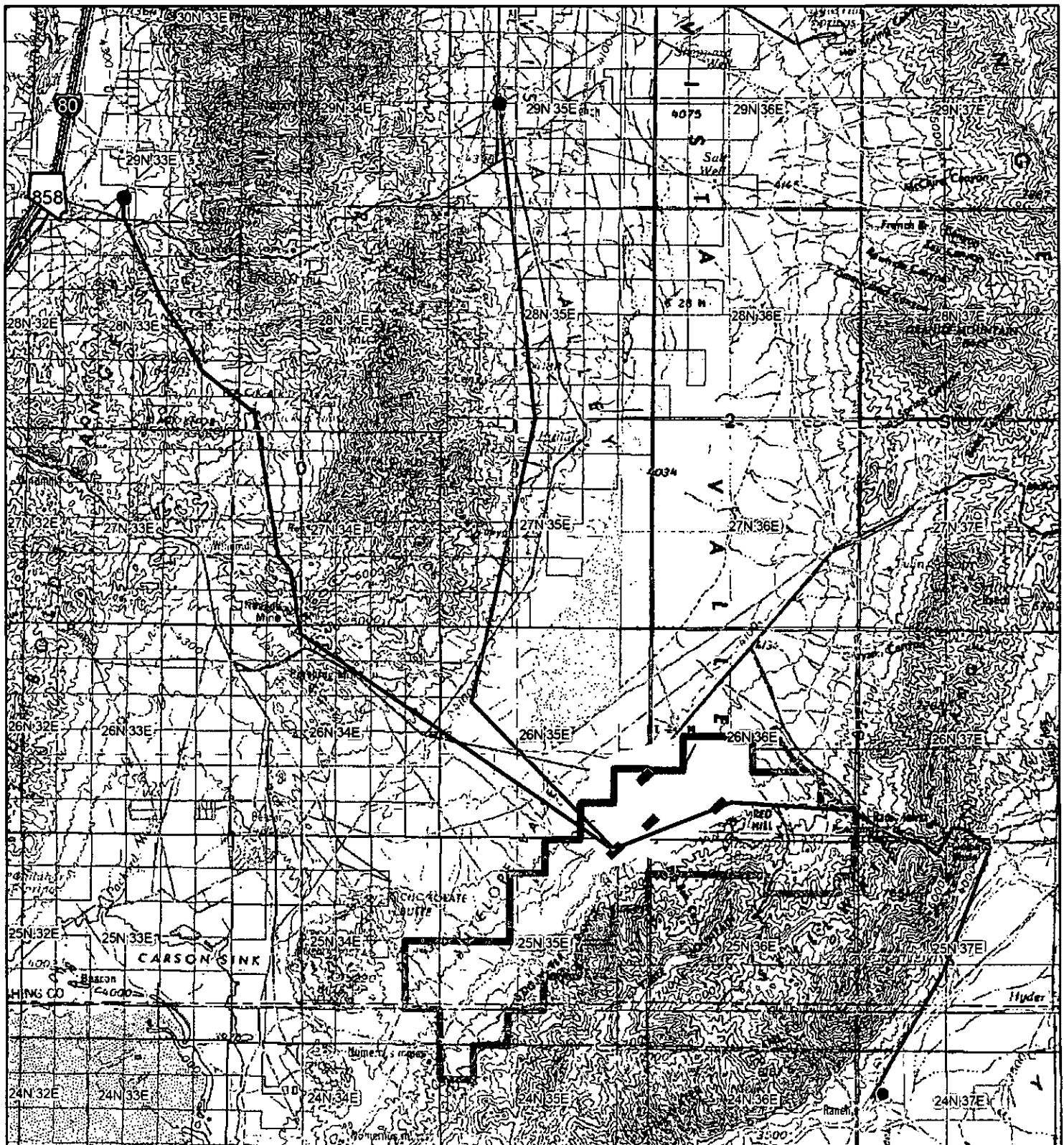
Sincerely,

A handwritten signature in black ink, appearing to read "Michael Truden", with a stylized flourish at the end.

Michael Truden  
Field Manager  
Humboldt River Field Office

Enclosure

# TGP DIXIE DEVELOPMENT COMPANY, LLC PROPOSED PROJECT



## Legend

- |                         |             |
|-------------------------|-------------|
| Powerline Route 1       | Township    |
| Powerline Route 2       | NDOT Roads  |
| Powerline Route 3       | Interstate  |
| North Substations       | US Highway  |
| Airstrip                | State Route |
| Dixie Valley Substation | Land Status |
| Potential Plant Sites   | BLM         |
| Project Area            | Private     |
| Lease Area              | Water       |

Logan Peak, Comish Peak,  
Fencemaker Pass, Boyer Ranch,  
Fisher Canyon, Buffalo Mountain,  
Fitting, Rochester, Oreana,  
Unionville, Dixie Hot Springs NE,NV  
USGS 7.5' Quadrangles  
T.29 N., R.33 E., thru T.24 N., R. 37 E.

0 1 2 3 4 5  
Miles  
1:250,000

Winnemucca District Office  
Humboldt River Field Office  
5100 E. Winnemucca Blvd  
Winnemucca, NV. 89445

N



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

12/21/2011



# Elko County Board of Commissioners

540 Court Street, Suite 101 • Elko, Nevada 89801  
775-738-5398 Phone • 775-753-8535 Fax

Correspondence # 6  
1/23/2012

COMMISSIONERS

Demar Dahl  
Glen G. Guttry  
Charlie L. Myers  
Warren Russell  
R. Jeff Williams

ELKO COUNTY MANAGER

Robert K. Stokes

EXECUTIVE ASSISTANT

Michele A. Petty

January 17, 2012

Chairman Dean Bullock  
Lander County  
315 South Humboldt Street  
Battle Mountain, NV 89820

Dear Chairman Bullock:

Elko County is pleased to announce that Jeff Williams has been named the Chair of the Elko County Board of Commissioners for 2012 and Glen Guttry the Vice Chair.

You may contact the Elko County Commissioners and staff members through our website at [www.elkocountynv.net](http://www.elkocountynv.net), where you will also find current agendas and minutes, etc.

Also for your information a schedule of the 2012 Commission meeting dates has been enclosed. We look forward to working with you throughout the new year.

Respectfully,

Robert K. Stokes  
Elko County Manager

cc: Elko County Commissioners

**RECEIVED**

**JAN 23 2012**

**COUNTY COMMISSION**





**Elko County Board of Commissioners  
2012 Regular Meeting Schedule  
All Meetings in Elko Unless Noted  
Elko Meetings begin at 1:30 p.m.  
All Times - Pacific Time Zone**

**PLEASE NOTE:** This calendar is the tentative version as Commissioners will be reviewing the travel meeting's schedules in February to determine if changes need to be made. As soon as approved, the final will be placed on our website for your information. Thanks!

**The Elko County Commission meets the first Wednesday and Thursday and the third Wednesday of each month.**

**January 4 and 5**

**February 1 and 2**

**March 7 and 8**

**April 4 and 5**

**May 2 and 3**

**June 6 and 7**

**July 11 and 12**

**August 8 and 9**

**September 5 and 6**

**October 3 and 4**

**November 7 and 8**

**December 5 and 6**

**January 18**

**February 15**

**March 21**

**April 18**

**May 16**

**June 20 including Primary Election Canvass**

**\*July 25 -- Midas, Tuscarora, Mountain City**

**\*August 22 -- Jackpot & Jarbidge**

**\*September -- in Montello & West Wendover**

**October 17**

**November 12 -- General Election Canvass**

**\*Denotes Travel Meeting**

**Dates Are Set in January 2012 -- Changes may occur as the year progresses. Please contact the County Manager's Office for confirmation at 775-738-5398**