

LANDER COUNTY COMMISSION MEETING

March 8, 2012

**AGENDA ITEM NO. 1**

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

Discussion for possible action regarding budget review, contracts and financial update and other matters properly relating thereto.

Public comment.

**Background:**

Lander County Finance Director Rogene Hill will give an update to the Commission on the Fiscal Year 2011-2012 Budget, the Fiscal Year 2012-2013 Budget development process, general financial operations of the County and other fiscal issues.

**Recommended Action:**

No specific action is necessary on this agenda item.

LANDER COUNTY COMMISSION MEETING  
March 8, 2012

**AGENDA ITEM NO. 2**

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

Discussion for possible action regarding Agreement between Lander County and Robin Gray (Seven Valleys, LLC) to provide black fly and mosquito abatement services in areas located in Lander County and other matters properly relating thereto.

Public comment.

**Background:**

The Agreement between Lander County and Mr. Robin Gray, Seven Valleys, LLC, to provide black fly and mosquito abatement services in areas located in Lander County, is presented for Commission consideration.

The Commission accepted the proposal submitted by Mr. Robin Gray, Seven Valleys, LLC, to provide black fly and mosquito abatement services in areas located in Lander County during the regular Commission meeting held November 17, 2011. The term of the approved proposal is October 1, 2011 through September 30, 2013. The Agreement reflects the terms of the proposal, as submitted, and incorporates language to facilitate abatement procedures in the event of emergency infestations and prior to special events.

This item was placed and heard by the Commission during the last regular meeting, (February 23, 2012) and the prior regular meeting, (February 9, 2012), with action taken to **DEFER** the item due to the Agreement not being in final form and Mr. Gray not being in attendance at the meeting.

**Recommended Action:**

It is recommended that the Commission approve the Agreement between Lander County and Mr. Robin Gray, Seven Valleys, LLC, to provide black fly and mosquito abatement services in areas located in Lander County, reflecting the terms of the proposal, as submitted, and incorporating language to facilitate abatement procedures in the event of emergency infestations and prior to special events per the testimony and discussions of Agenda Item #3, November 17, 2011 regular Commission meeting.

## **MOSQUITO ABATEMENT AGREEMENT**

This MOSQUITO ABATEMENT AGREEMENT, hereinafter referred to as "Agreement" is made by and between Lander County, a political subdivision of the State of Nevada, hereinafter referred to as ("Lander County"), and Robin Gray, an individual, hereinafter referred to as ("GRAY").

### **RECITALS**

WHEREAS, GRAY desires to provide professional services for a professional fee (as set forth in Exhibit A, Scope of Work, attached) in connection with the abatement of mosquitoes and blackflies in Northern Lander County; and

GRAY possesses the professional knowledge and expertise to monitor mosquitoes and blackflies in Lander County, to advise County as to where aerial applications are needed, and to directly supervise and control the application of ground abatement measures; and

GRAY desires to perform these services as an independent contractor to County.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and other good and valuable consideration contained herein, the parties hereby agree as follows:

### **TERMS AND CONDITIONS**

1. Purpose: GRAY shall, subject to all terms, conditions, and limitations specified hereinafter, perform the professional services as described in Exhibit A, Scope of Work, attached.
2. Term: This Agreement shall remain in effect from the date it is approved by both parties to the 31<sup>st</sup> day of January 2013. This term shall be subject to earlier termination as hereafter provided. This Agreement shall automatically renew each year, for a one year term unless terminated as hereafter provided or replaced by another agreement.
3. Effective Date: This Agreement shall not become effective until and unless approved by appropriate official action of the governing body/official of each of the parties.
4. Payment: Lander County shall pay GRAY forty-three dollars (\$43.00) per hour from October 1, 2011 to September 30, 2012; and forty-four dollars (\$44.00) per hour from October 1, 2012 to September 30, 2013, for satisfactory work with regard to the Scope of Work outlined in Exhibit A. All direct expenses shall generally be incurred at cost. GRAY shall submit monthly statements of services rendered and reimbursable expenses, and Lander County shall provide prompt

payment to GRAY, not to exceed sixty (60) days of receipt of monthly statement.

5. Lander County shall pay GRAY twenty-two dollars (\$22.00) per hour from October 1, 2011 to September 30, 2012; and twenty-three dollars (\$23.00) per hour from October 1, 2012 to September 30, 2013, for GRAY's employee who performs ground applications. Lander County shall not withhold any taxes for either GRAY or his employees. The Lander County Executive Director or other designee of Lander County shall notify Gray of the maximum hours he may work for the calendar year by December, 31st. The maximum number of hours may be later modified by Lander County with two (2) weeks prior written notice. Lander County shall be responsible to monitor the budget appropriated for this Agreement and to notify GRAY to stop work when funds no longer exist to carry out the terms of this Agreement. GRAY shall receive mileage compensation at the rate allowed by the State of Nevada for himself and his employees in the process of carrying out the services set forth in the Scope of Work, attached as Exhibit A. All mileage compensation shall be paid to Robin GRAY.
6. Liability and Hold Harmless: To the extent authorized by law, GRAY agrees to indemnify and hold harmless Lander County from any loss, damage, liability, cost or expense to the person or property of another, which is caused by the intentional or negligent acts of GRAY, its officers, employees or agents. Moreover, GRAY agrees to indemnify and hold harmless Lander County from any claim or potential claim from GRAY, its officers, employees, agents or guests resulting from any loss, damage, liability, cost or expense caused by any reason.
7. Amendment or Modification: Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, in entering into this Agreement, except as are stated herein, and no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by both the parties.
8. Termination: This Agreement may be Terminated prior to the expiration of the term as follows:
  - A. Lander County or GRAY may terminate this Agreement with or without cause upon sixty (60) days written notice served upon the other party as provided in this Agreement.
  - B. Lander County and GRAY may agree in writing to terminate this Agreement at any time.
9. Notices: All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered

personally in hand or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

GRAY:

Robin Gray  
P.O. Box 547  
Winnemucca, Nevada 89446

Lander County:

Lander County Commissioners  
315 South Humboldt Street  
Battle Mountain, Nevada 89820

10. Waiver: Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.
11. Assignment: The rights granted and responsibilities incurred under this Agreement may not be assigned without the written consent of Lander County.
12. Third Party Beneficiaries: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties of the Agreement. There are no third party beneficiaries to this Agreement, and nothing contained in or implied by this Agreement shall give or allow any such claim or right of action by any other or third person.
13. Governing Law: This Agreement shall be construed and governed by the laws of the State of Nevada. Any action arising from this Agreement must be filed in the Sixth Judicial District Court in and for the County of Lander.
14. Attorney's Fees: Should either party be required to pursue legal action to enforce the terms and conditions of this agreement, the prevailing party shall be entitled reasonable attorney fees and court costs.
15. Governmental Immunity: Nothing contained herein waives or is intended to waive any protections that may be applicable to Lander County or any of its elected or appointed officials, employees, or agents under any applicable statutes, rules or regulations providing governmental immunity, or any other rights, protections, immunities, defenses or limitations on liability to Lander County or such related parties that are provided by law.
16. Captions: The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
17. Integration: This Agreement, including Exhibit A, Scope of Work, shall constitute the

entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no force or effect.

18. Relationship: This Agreement shall not be deemed to create a partnership between the parties in their respective endeavors or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise.
19. Force Majeure: Neither party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of God or governmental action.
20. Severability: If any covenant, phrase, clause, paragraph, section, condition or provision contained within this Agreement is invalidated by a court of competent jurisdiction, then the invalidity shall in no way affect any other covenant, phrase, clause, paragraph, section, condition, or provision contained in this Agreement.
21. Construction: This Agreement shall be construed without to the identity of the party who drafted various provisions of the Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.
22. Confidentiality: Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
23. Proper Authority: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
24. Compliance with Law: The parties hereto represent and warrant that they will comply with all relevant local, state, and federal laws and regulations and further represent and warrant that any failure to comply with such laws is a material breach of contract and that the breaching party will indemnify the other party from any and all claims or damages arising out of such breach.

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**IN WITNESS THEREOF**, the parties hereto have executed this Agreement as of the signatures indicated below:

**LANDER COUNTY**

**LANDER COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
DEAN BULLOCK, Chair

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

Attest:

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

**GRAY**

By: \_\_\_\_\_  
ROBIN GRAY

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

## **EXHIBIT A**

### **OBLIGATIONS OF GRAY:**

1. Gray shall monitor adult and larval mosquito and blackfly populations in Northern Lander County. The scope of the geographical area to be monitored and controlled shall be set by the Lander County Executive Director in a separate writing after consultation with Gray. Gray shall submit proof of any required State or Federal licenses and insurance upon request
2. Gray shall ascertain the locations for aerial and/or ground applications of chemicals. Gray shall order and/or direct which chemicals shall be used in the applications. Scheduling of aerial and ground applications will also be performed by Gray. Gray shall directly inform any third parties hired by County to provide aerial applications as to which chemicals to use, the locations to be sprayed and the frequency of applications.
3. Gray shall spray in Northern Lander County during the July 4<sup>th</sup> weekend and during the rodeo weekend, unless weather conditions prohibit such a spray.
4. Gray shall also be responsible to provide any ground applications that are necessary to abate and eradicate the mosquitoes and blackflies. Any labor needed to assist Gray shall be provided for by Consultant.
5. If any arrangement, however informal and of whatever duration, is made whereby third parties are used by Gray; they shall, while engaged in such work, be considered for all purposes employees of Gray and not of Lander County, regardless of the party paying them.
6. Gray agrees to maintain such insurance as will fully protect both Gray and Lander County from any and all claims under any worker's compensation act or employers' liability laws. Gray agrees to provide Lander County with certificates evidencing the required coverage before Gray begins work hereunder, if requested by Lander County.
7. Gray shall provide Lander County with weekly reports. Gray shall also produce and submit an annual report and budget.
8. Gray shall be responsible for directly notifying all state and federal agencies whenever the use of a chemical or method of application requires notice to be given under law. Gray shall also notify beekeepers prior to aerial applications.
9. Gray shall be responsible to keep all permits Lander County is required to hold by state and federal permits current. This includes, but is not limited to, permit(s) required by the Bureau of Land Management (BLM) to apply pesticides on public lands. Any written reports required by BLM shall be submitted to BLM directly by Gray with a copy provided to the Lander County Executive Director.



10. Gray shall dispose of all pesticide containers in accordance with all state and federal laws.
11. Gray shall ensure that all pesticide containers are properly labeled and stored. Gray shall be responsible to maintain the area in a safe manner.
12. Gray shall be responsible for maintaining all documentation required by state of federal law concerning the purchase, storage, use and disposal of the pesticides used to abate and eradicate the mosquitoes and blackflies.

OBLIGATIONS OF LANDER COUNTY:

1. Lander County shall be responsible to supply and maintain the following list of items:
  - A. A four-wheel drive truck. Lander County will be responsible for providing gasoline, maintenance and repair of the vehicle.
  - B. Chemicals to be used in required ground applications.
  - C. Spreaders.
  - D. Backpack sprayers.
  - E. Fogger.
  - F. Light traps.
  - G. Dry Ice Traps for sampling adult mosquitos, to include, but not limited to providing dry ice and batteries.
  - H. Equipment to test mosquitos for West Nile Virus.
  - I. Blackfly Sampling Materials, to include, but not limited to providing survey tape, rings, string, and floats.
  - J. Dedicated storage facility solely for the storage of chemicals and equipment. The storage facility shall have air conditioning and heating equipment capable of maintaining the necessary temperatures for safe storage of chemicals.
  - K. Topographical maps.
  - L. Cellular phone for weekend use.
2. Lander County shall not be responsible or be held liable for any injury or damage to person or property resulting from the use, or misuse, of any equipment used by Gray or any of his employees, even if such equipment is furnished, rented, or loaned to Gray by Lander County. The acceptance or use of any such equipment by Gray or any of his employees shall be construed to mean that Gray accepts full responsibility for, and agrees to indemnify County against any and all loss, liability, and claims for any injury or damage whatsoever resulting from the use, or misuse, of such equipment, whether such injury or damage is to an employee or the property of Gray, other contractors, Lander County, or other persons.
3. Lander County shall hire an aerial sprayer to perform the aerial applications. Aerial sprayer shall purchase all chemicals specified by Gray. Gray shall directly supervise the aerial

spraying program. This direction shall include, but is not limited to, the strength of chemicals, areas of application, and frequency of applications.

DRAFT

**DOC # 0263461**

03/12/2012

11:15 AM

**Official Record**

Recording requested By

LANDER COUNTY CLERK

**Lander County - NV**

**Idonna Trevino - Recorder**

Fee: Page 1 of 9

RPTT: Recorded By: TO

Book- 631 Page- 0446



0263461

## **RECORDING REQUEST BY:**

**Lander County Clerk**

**315 South Humboldt Street**

**Battle Mountain, Nevada 89820**

**MOSQUITO ABATEMENT AGREEMENT  
BETWEEN LANDER COUNTY & ROBIN GRAY**

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**TITLE OF DOCUMENT**

*This page added to provide additional information required by NRS 111.312 Section 1-2.*

*This cover page must be typed or printed.*



## **MOSQUITO ABATEMENT AGREEMENT**

This MOSQUITO ABATEMENT AGREEMENT, hereinafter referred to as "Agreement" is made by and between Lander County, a political subdivision of the State of Nevada, hereinafter referred to as ("Lander County"), and Robin Gray, an individual, hereinafter referred to as ("GRAY").

### **RECITALS**

WHEREAS, GRAY desires to provide professional services for a professional fee (as set forth in Exhibit A, Scope of Work, attached) in connection with the abatement of mosquitoes and blackflies in Northern Lander County; and

GRAY possesses the professional knowledge and expertise to monitor mosquitoes and blackflies in Lander County, to advise County as to where aerial applications are needed, and to directly supervise and control the application of ground abatement measures; and

GRAY desires to perform these services as an independent contractor to County.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and other good and valuable consideration contained herein, the parties hereby agree as follows:

### **TERMS AND CONDITIONS**

1. Purpose: GRAY shall, subject to all terms, conditions, and limitations specified hereinafter, perform the professional services as described in Exhibit A, Scope of Work, attached.
2. Term: This Agreement shall remain in effect from the date it is approved by both parties to the 31<sup>st</sup> day of January 2013. This term shall be subject to earlier termination as hereafter provided. This Agreement shall automatically renew each year, for a one year term unless terminated as hereafter provided or replaced by another agreement.
3. Effective Date: This Agreement shall not become effective until and unless approved by appropriate official action of the governing body/official of each of the parties.
4. Payment: Lander County shall pay GRAY forty-three dollars (\$43.00) per hour from October 1, 2011 to September 30, 2012; and forty-four dollars (\$44.00) per hour from October 1, 2012 to September 30, 2013, for satisfactory work with regard to the Scope of Work outlined in Exhibit A. All direct expenses shall generally be incurred at cost. GRAY shall submit monthly statements of services rendered and reimbursable expenses, and Lander County shall provide prompt



payment to GRAY, not to exceed sixty (60) days of receipt of monthly statement.

5. Lander County shall pay GRAY twenty-two dollars (\$22.00) per hour from October 1, 2011 to September 30, 2012; and twenty-three dollars (\$23.00) per hour from October 1, 2012 to September 30, 2013, for GRAY's employee who performs ground applications. Lander County shall not withhold any taxes for either GRAY or his employees. The Lander County Executive Director or other designee of Lander County shall notify Gray of the maximum hours he may work for the calendar year by December, 31st. The maximum number of hours may be later modified by Lander County with two (2) weeks prior written notice. Lander County shall be responsible to monitor the budget appropriated for this Agreement and to notify GRAY to stop work when funds no longer exist to carry out the terms of this Agreement. GRAY shall receive mileage compensation at the rate allowed by the State of Nevada for himself and his employees in the process of carrying out the services set forth in the Scope of Work, attached as Exhibit A. All mileage compensation shall be paid to Robin GRAY.
6. Liability and Hold Harmless: To the extent authorized by law, GRAY agrees to indemnify and hold harmless Lander County from any loss, damage, liability, cost or expense to the person or property of another, which is caused by the intentional or negligent acts of GRAY, its officers, employees or agents. Moreover, GRAY agrees to indemnify and hold harmless Lander County from any claim or potential claim from GRAY, its officers, employees, agents or guests resulting from any loss, damage, liability, cost or expense caused by any reason.
7. Amendment or Modification: Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, in entering into this Agreement, except as are stated herein, and no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by both the parties.
8. Termination: This Agreement may be Terminated prior to the expiration of the term as follows:
  - A. Lander County or GRAY may terminate this Agreement with or without cause upon sixty (60) days written notice served upon the other party as provided in this Agreement.
  - B. Lander County and GRAY may agree in writing to terminate this Agreement at any time.
9. Notices: All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered



personally in hand or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

GRAY:

Robin Gray  
P.O. Box 547  
Winnemucca, Nevada 89446

Lander County:

Lander County Commissioners  
315 South Humboldt Street  
Battle Mountain, Nevada 89820

10. Waiver: Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.
11. Assignment: The rights granted and responsibilities incurred under this Agreement may not be assigned without the written consent of Lander County.
12. Third Party Beneficiaries: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties of the Agreement. There are no third party beneficiaries to this Agreement, and nothing contained in or implied by this Agreement shall give or allow any such claim or right of action by any other or third person.
13. Governing Law: This Agreement shall be construed and governed by the laws of the State of Nevada. Any action arising from this Agreement must be filed in the Sixth Judicial District Court in and for the County of Lander.
14. Attorney's Fees: Should either party be required to pursue legal action to enforce the terms and conditions of this agreement, the prevailing party shall be entitled reasonable attorney fees and court costs.
15. Governmental Immunity: Nothing contained herein waives or is intended to waive any protections that may be applicable to Lander County or any of its elected or appointed officials, employees, or agents under any applicable statutes, rules or regulations providing governmental immunity, or any other rights, protections, immunities, defenses or limitations on liability to Lander County or such related parties that are provided by law.
16. Captions: The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
17. Integration: This Agreement, including Exhibit A, Scope of Work, shall constitute the



entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no force or effect.

18. Relationship: This Agreement shall not be deemed to create a partnership between the parties in their respective endeavors or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise.
19. Force Majeure: Neither party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of God or governmental action.
20. Severability: If any covenant, phrase, clause, paragraph, section, condition or provision contained within this Agreement is invalidated by a court of competent jurisdiction, then the invalidity shall in no way affect any other covenant, phrase, clause, paragraph, section, condition, or provision contained in this Agreement.
21. Construction: This Agreement shall be construed without to the identity of the party who drafted various provisions of the Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.
22. Confidentiality: Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
23. Proper Authority: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
24. Compliance with Law: The parties hereto represent and warrant that they will comply with all relevant local, state, and federal laws and regulations and further represent and warrant that any failure to comply with such laws is a material breach of contract and that the breaching party will indemnify the other party from any and all claims or damages arising out of such breach.

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Book: 631  
Page: 45103/12/2012  
Page: 6 of 9

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the signatures indicated below:

**LANDER COUNTY**

LANDER COUNTY BOARD OF COMMISSIONERS

By: Dean Bullock  
DEAN BULLOCK, Chair

Date: 3/8/12

Attest:

Sadie Sullivan  
SADIE SULLIVAN, County Clerk and Ex-Officio  
Clerk of the Board of Commissioners of Lander  
County, Nevada

**GRAY**

By: Robin Gray  
ROBIN GRAY

Date: 3-8-2012





## **EXHIBIT A**

### **MOSQUITO ABATEMENT**

#### **OBLIGATIONS OF GRAY:**

1. Gray shall monitor adult and larval mosquito and blackfly populations in Northern Lander County. The scope of the geographical area to be monitored and controlled shall be set by the Lander County Executive Director in a separate writing after consultation with Gray. Gray shall submit proof of any required State or Federal licenses and insurance upon request
2. Gray shall ascertain the locations for aerial and/or ground applications of chemicals. Gray shall order and/or direct which chemicals shall be used in the applications. Scheduling of aerial and ground applications will also be performed by Gray. Gray shall directly inform any third parties hired by County to provide aerial applications as to which chemicals to use, the locations to be sprayed and the frequency of applications.
3. Gray shall spray in Northern Lander County during the July 4<sup>th</sup> weekend and during the rodeo weekend, unless weather conditions prohibit such a spray.
4. Gray shall also be responsible to provide any ground applications that are necessary to abate and eradicate the mosquitoes and blackflies. Any labor needed to assist Gray shall be provided for by Consultant.
5. If any arrangement, however informal and of whatever duration, is made whereby third parties are used by Gray, they shall, while engaged in such work, be considered for all purposes employees of Gray and not of Lander County, regardless of the party paying them.
6. Gray agrees to maintain such insurance as will fully protect both Gray and Lander County from any and all claims under any worker's compensation act or employers' liability laws. Gray agrees to provide Lander County with certificates evidencing the required coverage before Gray begins work hereunder, if requested by Lander County.
7. Gray shall provide Lander County with weekly reports. Gray shall also produce and submit an annual report and budget.
8. Gray shall be responsible for directly notifying all state and federal agencies whenever the use of a chemical or method of application requires notice to be given under law. Gray shall also notify beekeepers prior to aerial applications.
9. Gray shall be responsible to keep all permits Lander County is required to hold by state and federal permits current. This includes, but is not limited to, permit(s) required by the Bureau of Land Management (BLM) to apply pesticides on public lands. Any written reports required by



BLM shall be submitted to BLM directly by Gray with a copy provided to the Lander County Executive Director.

10. Gray shall dispose of all pesticide containers in accordance with all state and federal laws.
11. Gray shall ensure that all pesticide containers are properly labeled and stored. Gray shall be responsible to maintain the area in a safe manner.
12. Gray shall be responsible for maintaining all documentation required by state of federal law concerning the purchase, storage, use and disposal of the pesticides used to abate and eradicate the mosquitoes and blackflies.

OBLIGATIONS OF LANDER COUNTY:

1. Lander County shall be responsible to supply and maintain the following list of items:
  - A. A four-wheel drive truck. Lander County will be responsible for providing gasoline, maintenance and repair of the vehicle.
  - B. Chemicals to be used in required ground applications.
  - C. Spreaders.
  - D. Backpack sprayers.
  - E. Fogger.
  - F. Light traps.
  - G. Dry Ice Traps for sampling adult mosquitos, to include, but not limited to providing dry ice and batteries.
  - H. Equipment to test mosquitos for West Nile Virus.
  - I. Blackfly Sampling Materials, to include, but not limited to providing survey tape, rings, string, and floats.
  - J. Dedicated storage facility solely for the storage of chemicals and equipment. The storage facility shall have air conditioning and heating equipment capable of maintaining the necessary temperatures for safe storage of chemicals.
  - K. Topographical maps.
  - L. Cellular phone for weekend use.
2. Lander County shall not be responsible or be held liable for any injury or damage to person or property resulting from the use, or misuse, of any equipment used by Gray or any of his employees, even if such equipment is furnished, rented, or loaned to Gray by Lander County. The acceptance or use of any such equipment by Gray or any of his employees shall be construed to mean that Gray accepts full responsibility for, and agrees to indemnify County against any and all loss, liability, and claims for any injury or damage whatsoever resulting from the use, or misuse, of such equipment, whether such injury or damage is to an employee or the property of Gray, other contractors, Lander County, or other persons.



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Book: 631  
Page: 45403/12/2012  
Page: 9 of 9

3. Lander County shall hire an aerial sprayer to perform the aerial applications. Aerial sprayer shall purchase all chemicals specified by Gray. Gray shall directly supervise the aerial spraying program. This direction shall include, but is not limited to, the strength of chemicals, areas of application, and frequency of applications.

LANDER COUNTY COMMISSION MEETING

March 8, 2012

**AGENDA ITEM NO. 3**

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

Discussion for possible action regarding agreement between Lander County and Elko County Library for library services in Battle Mountain for FY 2012-2013 and other matters properly relating thereto.

Public comment.

**Background:**

The Agreement between Lander County and Elko County Library for library services in Battle Mountain and Austin for Fiscal Year 2012-2013 is presented to the Commission for consideration.

This annual Agreement provides for library services in Austin and Battle Mountain at a total cost of \$110,431.00. This represents a \$6,456.00, or 6.21%, increase over the current year contract for library services which includes a proposed minor asset expenditure in the amount of \$3,004.00. The \$3,004.00 expenditure is the cost of replacing the outside book return.

**Recommended Action:**

It is recommended that the Commission approve the Agreement between Lander County and Elko County Library for library services in Battle Mountain and Austin for Fiscal Year 2012-2013, at a total cost of \$110,431.00.

LANDER COUNTY COMMISSION MEETING

March 8, 2012

**AGENDA ITEM NO. 4**

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

Discussion for possible action regarding Agreement between Lander County and C.G. Celio & Sons Company, in an amount not to exceed \$15,000.00, for information technology support services and other matters properly relating thereto.

Public comment.

**Background:**

The Agreement between Lander County and C.G. Celio & Sons Company, in an amount not to exceed \$15,000.00, for information technology support services is presented to the Commission for consideration.

This Agreement formalizes the proposal for C.G. Celio and Sons Company to provide information technology support services under the scope of work, (e.g.: Evaluate current Lander County GIS data, Inventory current GIS data, Develop expanded uses for the GIS data, Recommend incorporation of other Lander County GIS information into the system, Provide training and assistance in using the datasets and the system, Provide on-call system support). **This proposal was approved by the Commission during the regular meeting held October 13, 2011.**

The term of the Agreement is from the date of approval by the Commission and signature by the Chairman to January 31, 2013 **at a total cost not to exceed \$15,000.00**, as per the October 13, 2011 proposal. The cost of the Agreement is funded through the Lander County Yucca Mountain Project Oversight Program budget (Fund 016).

**Recommended Action:**

It is recommended that the Commission accept, approve and authorize the Chairman to sign the Agreement between Lander County and C.G. Celio & Sons Company for information technology support services, **in an amount not to exceed \$15,000.00**, to be funded through the Lander County Yucca Mountain Project Oversight Program budget (Fund 016).

**DOC # 0263462**

03/12/2012

11:18 AM

**Official Record**

Recording requested By

LANDER COUNTY CLERK

**Lander County - NV**

**Idonna Trevino - Recorder**

Fee: Page 1 of 6

RPTT: Recorded By: TO

Book- 631 Page- 0455



0263462

## **RECORDING REQUEST BY:**

**Lander County Clerk**

**315 South Humboldt Street**

**Battle Mountain, Nevada 89820**

### **INFORMATION TECHNOLOGY AGREEMENT BETWEEN LANDER COUNTY & CLINT CELIO**

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**TITLE OF DOCUMENT**

*This page added to provide additional information required by NRS 111.312 Section 1-2.*

*This cover page must be typed or printed.*



## **INFORMATION TECHNOLOGY AGREEMENT**

This INFORMATION TECHNOLOGY AGREEMENT, hereinafter referred to as "Agreement" is made by and between Lander County, a political subdivision of the State of Nevada, hereinafter referred to as ("Lander County"), and C.G. Celio & Sons Company, hereinafter referred to as ("CELIO").

### **RECITALS**

WHEREAS, CELIO desires to provide professional services (as set forth in Exhibit A, Scope of Work, attached), for information technology support services; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and other good and valuable consideration contained herein, the parties hereby agree as follows:

### **TERMS AND CONDITIONS**

1. Purpose: CELIO shall, subject to all terms, conditions, and limitations specified hereinafter, perform the professional services as described in Exhibit A, Scope of Work, attached.
2. Term: This Agreement shall remain in effect from the date it is approved by both parties to the 31<sup>st</sup> day of January 2013. This term shall be subject to earlier termination as hereafter provided.
3. Effective Date: This Agreement shall not become effective until and unless approved by appropriate official action of the governing body/official of each of the parties.
4. Payment: Lander County shall reimburse CELIO a sum not to exceed fifteen thousand dollars (\$15,000.00), for satisfactory work with regard to the Scope of Work outlined in Exhibit A. CELIO shall submit monthly statements of services rendered and reimbursable expenses, and Lander County shall provide prompt payment to CELIO, not to exceed sixty (60) days of receipt of statements submitted.
5. Liability and Hold Harmless: To the extent authorized by law, CELIO agrees to indemnify and hold harmless Lander County from any loss, damage, liability, cost or expense to the person or property of another, which is caused by the intentional or negligent acts of CELIO, its officers, employees or agents. Moreover, CELIO agrees to indemnify and hold harmless Lander County from any claim or potential claim from CELIO, its officers, employees, agents or guests resulting from any loss, damage, liability, cost or expense caused by any reason.

6. Amendment or Modification: Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, in entering into this Agreement, except as are stated herein, and no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by both the parties.
7. Termination: This Agreement may be Terminated prior to the expiration of the term as follows:
- A. Lander County or CELIO may terminate this Agreement with or without cause upon thirty (30) days written notice served upon the other party as provided in this Agreement.
  - B. Lander County and CELIO may agree in writing to terminate this Agreement at any time.
8. Notices: All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:
- |                                |                               |
|--------------------------------|-------------------------------|
| CELIO:                         | Lander County:                |
| Clint or Jennifer Celio        | Lander County Commissioners   |
| 5815 Diamond Valley Road       | 315 South Humboldt Street     |
| Markleeville, California 96120 | Battle Mountain, Nevada 89820 |
9. Waiver: Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.
10. Assignment: The rights granted and responsibilities incurred under this Agreement may not be assigned without the written consent of Lander County.
11. Third Party Beneficiaries: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties of the Agreement. There are no third party beneficiaries to this Agreement, and nothing contained in or implied by this Agreement shall give or allow any such claim or right of action by any other or third person.
12. Governing Law: This Agreement shall be construed and governed by the laws of the State of Nevada. Any action arising from this Agreement must be filed in the Sixth Judicial District Court in and for the County of Lander.





13. Attorney's Fees: Should either party be required to pursue legal action to enforce the terms and conditions of this agreement, the prevailing party shall be entitled reasonable attorney fees and court costs.
14. Governmental Immunity: Nothing contained herein waives or is intended to waive any protections that may be applicable to Lander County or any of its elected or appointed officials, employees, or agents under any applicable statutes, rules or regulations providing governmental immunity, or any other rights, protections, immunities, defenses or limitations on liability to Lander County or such related parties that are provided by law.
15. Captions: The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
16. Integration: This Agreement, including Exhibit A, Scope of Work, shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no force or effect.
17. Relationship: This Agreement shall not be deemed to create a partnership between the parties in their respective endeavors or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise.
18. Force Majeure: Neither party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of God or governmental action.
19. Severability: If any covenant, phrase, clause, paragraph, section, condition or provision contained within this Agreement is invalidated by a court of competent jurisdiction, then the invalidity shall in no way affect any other covenant, phrase, clause, paragraph, section, condition, or provision contained in this Agreement.
20. Construction: This Agreement shall be construed without to the identity of the party who drafted various provisions of the Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.
21. Confidentiality: Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

22. Proper Authority: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
23. Compliance with Law: The parties hereto represent and warrant that they will comply with all relevant local, state, and federal laws and regulations and further represent and warrant that any failure to comply with such laws is a material breach of contract and that the breaching party will indemnify the other party from any and all claims or damages arising out of such breach.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the signatures indicated below:

**LANDER COUNTY**

LANDER COUNTY BOARD OF COMMISSIONERS

By: Dean Bullock Date: 3/8/12  
DEAN BULLOCK, Chair

Attest:

Sadie Sullivan  
SADIE SULLIVAN, County Clerk and Ex-Officio  
Clerk of the Board of Commissioners of Lander  
County, Nevada

**CELIO**

By: Clint Celio Date: 2/22/12  
CLINT CELIO, President



**EXHIBIT A**  
**C.G. Celio & Sons Co.**

**Scope of Services for Lander County Nuclear Projects Office Information Technology Support**

C.G. Celio & Sons Co. agrees to provide information technology support services and maintenance to the computers systems in the Lander County Nuclear Projects Office relating to the Yucca Mountain Oversight Program. In order to support its missions (and keep up with the ever changing technology) the following scope of services is provided. C.G. Celio & Sons Co. will:

1. Evaluate current GIS data on the system.
2. Review other existing GIS datasets which could be included on the system. Contact the Public Works department and the County Assessor to determine if there are any available datasets that may be included. Identify other sources of published data from State and Federal agencies as well as private vendors which could be useful.
3. Interview local officials to determine needs and potential applications for GIS development. Determine the ability and willingness to house and maintain a GIS system including the YMP GIS.
4. Document network infrastructure, users, and common information technology tasks in the Nuclear Projects Office.
5. Provide on call support to Nuclear Project Office staff regarding Information Technology issues.
6. Provide training and assistance as needed to Nuclear Project Office staff in network administration, data management, data development, map production, and software installation.

**Products to be produced as part of this Agreement:**

1. System Assessment document outlining over GIS program needs and capabilities in Lander County government. Includes recommendations on steps necessary to improve the use of the GIS data and applications within the County.
2. GIS dataset documentation outlining the datasets cataloged as part of the assessment.

#### YUCCA MOUNTAIN REPOSITORY PROGRAM

11:19 A.M.

13) Discussion For Possible Action Regarding A Proposal To Conduct An Evaluation Of The Lander County Yucca Mountain Project (YMP) GIS Program & Other Matters Properly Relating Thereto: Rex Massey, Yucca Mountain Oversight Consultant, informed the Board that the contract before them was with C.G. Celio. Mr. Massey said they have a GIS System that was funded and built under the Yucca Mountain Program which has equipment, software and a lot of information on it. He said they would probably not going to be using as much as they have in the past, so the question is what do they do with all this information. He said they have recognized that the Assessor has some capabilities as well, so they met with Lura Duval to see what the best approach would be to merge the two systems. Mr. Massey said they couldn't come up with a definitive answer, so it was the recommendation for the Board to hire someone to look at the GIS Systems and the information that is available and what can be done to put them together to make them a useable product to the County. Mr. Massey said he recommended the contract with C.G. Celio and it would be paid through the Yucca Mountain Funds. He said Mr. Celio will look at the Yucca Mountain capabilities as well as the Assessors and make certain recommendation on what should be done with the system. Mr. Massey said Mr. Clint Celio is the owner of C.G. Celio and his company does a lot of work in the GIS area and he is well respected and would give good recommendations. Commissioner Mason said he was in favor of the Yucca Mountain Project and asked if it is shutting down. Mr. Massey said no and he could discuss it more in Agenda Item #15. He said this is more of a housekeeping issue. Commissioner Bullock asked what GIS stands for. Mr. Massey said Geographic Information System and there is all kinds of information floating out there and can be combined for the County to use. Commissioner Williams said the proposal was or \$15,000.00 but was not really in a contract form and the recommended action does not have the monetary figure in it. Mr. Massey said it was to not exceed \$15,000.00. It was stated that there was no contract at this time only a proposal.

Commissioner Williams moved to accept the proposal for an evaluation of the Lander County Yucca Mountain Project (YMP) GIS program to be conducted and not to exceed the \$15,000.00 in the proposal. Seconded by Commissioner Bullock, the motion was voted and carried. **APPROVED**

11:25 A.M.

14) Discussion For Possible Action Regarding Renewal Of A Contract Between Lander County & Research Consulting Services, Inc. For Professional Services As They Relate

Lander County Board of Commissioners  
Meeting of October 13, 2011

To The Lander County Yucca Mountain Oversight Program & Other Matters Properly Relating Thereto: Executive Director, Gene Etcheverry, said this is the contract under which Mr. Massey performs the scope of work. Mr. Etcheverry said it is recommended that the Boards renew Mr. Massey's contract.

Commissioner Williams moved for the Commission to renew the Contract, as proposed, between Lander County and Research and Consulting Services, Inc. for professional services as they relate to the Lander County Yucca Mountain Oversight Program and authorize the Chair to sign. Seconded by Commissioner Mason.

Commissioner Bullock asked if they had this money budgeted. Rogene Hill, Finance Director, said yes it is through the DOE Grant.

The motion was voted and carried. **APPROVED**

11:26 A.M.

15) Discussion For Possible Action Regarding The FY 2011-2012 Yucca Mountain Project Summary Of Proposed Activities & Program Plan & Other Matters Properly Relating Thereto: Commissioner Mason asked what the atmosphere was in Washington right now. Rex Massey, Yucca Mountain Oversight Consultant, said what he has heard is it's a

waiting game 1) on Election and 2) on a US Court of Appeals ruling. Commissioner Mason asked when the ruling was due. Mr. Massey said probably by December and what has been asked of the Court of Appeals is, what is the obligation for the DOE to move forward with the program? Mr. Massey said he would be surprised if the Court of Appeals said there was something other than an obligation to move forward with the program, because they have effectively said that in an earlier ruling. Mr. Massey said what they are asking for is that it has to continue because it is an existing Federal Law, and by not continuing with the program you are breaking Federal Law. Commissioner Mason said the Republicans are slowly taking control of the House and Senate, and asked Mr. Massey if it was his opinion that the Republicans would reinstate Yucca Mountain. Mr. Massey said absolutely and the Democrats who support Yucca Mountain would be able to jump on board without punishment.

Mr. Massey said what the program plan does is it describes all the activities they do for the year. He said there are a number of activities they do and part of those activities are his responsibility under the contract the Board just renewed. Mr. Massey said everything in the program plan is funded through the Yucca Mountain Fund and not the general revenue sources of Lander County. He said he brings the program plan before the Commission annually and once it is approved they move forward and that is what

Lander County Board of Commissioners  
Meeting of October 13, 2011

## LANDER COUNTY COMMISSION MEETING

March 8, 2012

### **AGENDA ITEM NO. 5**

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

Discussion for possible action regarding update on status of Lander County policies and procedures update project and other matters properly relating thereto.

Public comment.

#### **Background:**

Lander County Executive Director Gene Etcheverry and Human Resources Director Soveida Robinson will provide an update to the Commission on the Lander County Policies and Procedures update project.

The draft updated Policies and Procedures have been forwarded for review by the Lander County District Attorney's Office and NPAIP/PACT (Nevada Public Agency Insurance Pool/Public Agency Compensation Trust). The final draft version will be distributed to Commissioners, department heads and all three (3) Lander County Bargaining Units prior to placement for consideration by the Commission during a regular meeting.

#### **Recommended Action:**

No specific recommendation for action by the Commission is warranted at this point.

LANDER COUNTY COMMISSION MEETING  
March 8, 2012

**AGENDA ITEM NO. 6**

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

Discussion for possible action regarding a county-wide 4/10 work schedule for employees of Administration and other departments within Lander County not currently under such schedule and other matters properly relating thereto.

Public comment.

**Background:**

The proposal regarding a county-wide 4/10 work schedule for employees of Administration and other departments within Lander County not currently under such schedule is brought before the Commission for consideration.

Argenta Justice of the Peace Max Bunch asked for Commission consideration of this alternative work schedule during the regular Commission meeting of February 23, 2012.

Certain departments within Lander County currently observe alternative work schedules such as a "4/10 schedule" or a "9/80 Schedule." The Collective Bargaining Agreements provide for recognition of these alternate work schedules as they are currently observed. Expansion or limitation of the availability of alternative work schedules would require (at least) concurrence by the individual bargaining units.

Provisions for adjustment of office hours to accommodate alternative work schedules (other than 40 hours per week/80 hours per pay period) are contained in Nevada Revised Statutes (NRS) 245.040(4).

**Recommended Action:**

It is recommended that the Commission direct administrative staff to work with elected officials, department heads and the collective bargaining units to formulate an acceptable plan to provide for county-wide alternative work schedules with minimal impact to customer (taxpayer) service levels.

## COUNTY OFFICE HOURS

### County Employees

● S 281.100 Hours of service of employees of State and political subdivisions

1. ... the services and employment of all persons who are employed by the State of Nevada, ***or by any county***, city, town, township or other political subdivision thereof, are limited to not more than 8 hours in any 1 calendar day and not more than 40 hours in any 1 week.

3. ***This section does not apply to:***

(b) Employees of the State of Nevada or of any county, city, town, township or other political subdivision thereof who:

(1) Are engaged as employees of a fire department, or to nurses in training or working in hospitals, or to police, deputy sheriffs or jailers;

(2) ***Chose and are approved for a variable workday or variable 80-hour work schedules within a biweekly pay period;***

(3) ***Work more than 8 hours but not more than 10 hours in any 1 workday or 40 hours in any 1 workweek;***

(4) Are executive, administrative, professional or supervisory employees; or

(5) Are covered by a collective bargaining agreement which establishes hours of service

### County Offices

NRS 245.040 Office hours of certain county officers

1. Sheriffs, county recorders and county auditors, county clerks, county assessors and county treasurers shall keep an office at the county seat of their county which . . .

4. ***Any county office may deviate from the hours of operation required pursuant to this section if the board of county commissioners approves the plan for the deviation submitted by the office, except that no such deviation may conflict with the election laws of this State. Such a plan must be fiscally neutral or result in cost savings.***

### District Attorney

NRS 252.050 Office; hours to remain open

4. Any office of a district attorney may deviate from the hours of operation required pursuant to this section if the board of county commissioners approves the plan for the deviation submitted by the office. Except as otherwise provided in subsection 5, such a plan must be fiscally neutral or result in cost savings.

5. ***In a county whose population is less than 9,000, the board of county commissioners of the county may, by an order regularly made and entered into the record of its proceedings, reduce the days and hours during which the office of the district attorney must be kept open for the transaction of public business.***

## LANDER COUNTY COMMISSION MEETING

March 8, 2012

### **AGENDA ITEM NO. 7**

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

Discussion for possible action regarding status of Lander County Road inventory project and official Lander County road map and other matters properly related thereto.

Public comment.

#### **Background:**

A status report on the Lander County Road Inventory Project and Official Lander County Road Map will be given to the Commission.

The Commission approved the initial Agreement for Services between Lander County and Summit Engineering for the **NDOT Roadway Reporting Project** during the regular Commission meeting of April 8, 2010 (Agenda Item #4). This Agreement was actually an expansion of the scope of work and a Contract Extension for the **GIS Mapping Project**.

An update on the progress of this project was presented to the Commission during the regular meeting of October 14, 2010. At that time Mr. Ben Veach informed the Commission that the purpose of the project was to determine the existence of maintained and Federal Highway Administration (FHWA)-defined roads to substantiate "road mileage" – the determinate for distribution of fuel taxes. The product of the Contract Extension was to verify and compile the road data into the GIS Map and to provide text and documentation to the Nevada Department of Transportation (NDOT). Mr. Veach also stated that the project scope of work would not necessarily produce an "all-inclusive" Lander County Road Map nor would it catalog all "RS2477 roads."

Lander County Road and Bridge Foreman (North) Donald Negro will be in attendance to provide additional details to the Commission on this item.

#### **Recommended Action:**

It is recommended that the Commission direct staff to research the feasibility and cost of further enrichment of the GIS data delivered under the **NDOT Roadway Reporting Project** to encompass Lander County RS2477 rights-of-way and report back to the Commission during a regular Commission meeting in April 2012.



LANDER COUNTY COMMISSION MEETING

March 8, 2012

**AGENDA ITEM NO. 8**

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

Discussion for possible action regarding possible water and sewer connection fee increase and other matters properly relating thereto.

Public comment.

**Background:**

The proposal regarding a possible water and sewer connection fee increase for Battle Mountain Water and Sewer system is brought before the Commission for consideration.

The schedule reflecting the proposed water and sewer connection fees, the current connection fees and the amount of the proposed increases has been prepared by staff and is included as backup information to this agenda item.

Lander County Public Works Foreman Jacob Edgar and Executive Secretary Tammy Dimitroff will be in attendance to explain the proposal to the Commission.

**Recommended Action:**

It is recommended that the Commission approve the proposed increase in water and sewer connection fees and the revised connection fee schedule reflecting the increases.

AGENDA REQUEST FORM  
MEETING DATE: March 8, 2012

NAME: Jake Edgar REPRESENTING: Water & Sewer

ADDRESS: 550 West Second St, Battle Mountain, NV 89820

PHONE (H): \_\_\_\_\_ (W): 775-635-2190 FAX: 775-635-2801

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 775-635-2190

WHO WILL BE ATTENDING THE MEETING: Tammy Dimitroff  
JOB TITLE: Executive Secretary

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Discussion and action on  
Water & Sewer Connection Fee Increase

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

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

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING?  
WHEN? \_\_\_\_\_ 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	_____	WELFARE	_____	D.A.	_____
BUILDING	_____	PLANNING	_____	TREASURER	_____
AIRPORT	_____	REC/AUDITOR	_____	SWIN POOL	_____
R&B	_____	W&S	_____	HOSPITAL	_____
PARKS	_____	GOLF	_____	CIVIC CENTER	_____
FAIR/REC	_____	EX DIRECTOR	_____	OTHER	_____

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE

  
MEETING DATE: March 8, 2012

**BATTLE MOUNTAIN WATER CONNECTION FEES**

<b>Meter Size</b>	<b>Current Rate</b>	<b>Proposed New Rate Increase</b>	<b>Increase Difference</b>
3/4 Inch	\$1,965.00	\$2,900.00	-\$935.00
1 Inch	\$2,000.00	\$3,000.00	-\$1,000.00
1 1/2 Inch	\$2,435.00	\$3,500.00	-\$1,065.00
2 Inch	\$2,775.00	\$3,700.00	-\$925.00
3 Inch	\$3,800.00	\$4,800.00	-\$1,000.00
4 Inch	\$4,930.00	\$6,000.00	-\$1,070.00
6 Inch	\$6,535.00	\$7,500.00	-\$965.00

**LOVELOCK WATER CONNECTION FEES**

<b>Meter Size</b>	<b>Current Rate</b>
3/4 Inch	\$2,500.00
1 Inch	\$4,000.00
1 1/2 Inch	\$5,500.00
2 Inch	\$7,000.00
3 Inch	\$8,500.00
4 Inch	\$10,000.00

**CHURCHILL CO. WATER CONNECTION FEES**

<b>Meter Size</b>	<b>Current Rate</b>
3/4 Inch	\$6,750.00
1 Inch	\$7,250.00

**WINNEMUCCA WATER CONNECTION FEES**

<b>Meter Size</b>	<b>Current Rate</b>
3/4 Inch	\$2,500.00

**BATTLE MOUNTAIN SEWER CONNECTION FEES**

<b>Meter Size</b>	<b>Current Rate Residential Rate</b>	<b>Proposed New Rate Increase</b>	<b>Increase Difference</b>
4 Inch	\$1,915.00	\$2,900.00	-\$985.00
6 Inch	\$1,915.00	\$2,900.00	-\$985.00

**\*Commercial Connection:**

<b>Calculated per Weighted Fixture Unit</b>	<b>\$65.00</b>	<b>\$85.00</b>	<b>-\$20.00</b>
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LANDER COUNTY COMMISSION MEETING  
March 8, 2012

**AGENDA ITEM NO. 9**

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

Public comment.

***Background:***

***Recommended Action:***

LANDER COUNTY COMMISSION MEETING

March 8, 2012

**AGENDA ITEM NO. 10**

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

Discussion for possible action regarding Lander County FY 2012-2013 capital improvement/capital expenditure plan and five (5) year capital improvement/capital expenditure plan through FY 2016-2017 and other matters properly relating thereto.

Public comment.

**Background:**

The Lander County Fiscal Year 2012-2013 capital improvement/capital expenditure plan and five (5) year capital improvement/capital expenditure plan through Fiscal Year 2016-2017 is presented for discussion, amendment, revision and consideration by the Commission.

**Recommended Action:**

Recommendations for acceptance/amendment/revision/approval of the 2012-2013 capital improvement/capital expenditure plan and five (5) year capital improvement/capital expenditure plan through Fiscal Year 2016-2017 will be developed during the discussions.

FUND 055 CAPITAL CONSTRUCTION PROJECTS FOR FY 12-13

		FY11-12 Augment	Projected Net Proceeds FY11-12	Adj. Net Proceeds
FY 11-12 - BEGINNING FUND BALANCE	24,961,086	2,315,719	12,981,792	40,258,597
FY 11-12 BUDGETED PROJECTS				
B.M. Paving Projects	(1,427,015)			
Austin Paving	(240,000)			
Water/Sewer Project	(1,716,200)			
Flood Levee Project	(2,500,000)			
Cemetery Fencing	(100,000)			
Lander County Complex	(10,000,000)			
B.M. Arsenic Project		(1,000,000)		
Total FY 11-12 Projects	(15,983,215)	(1,000,000)		
TOTAL PROJECTED ENDING FUND BAL.	8,977,871	1,315,719	12,981,792	23,275,382
FY 12-13 PROJECTED BEGINNING FUND BALANCE	23,275,382			
FY 12-13 SUBMITTED PROJECTS				
Engineering Fees/For New Fiscal Year Projects - Start Jul 1st	(30,000)			
AUSTIN PAVING				
Kingston Paving	(1,531,920)			
Austin 6th Street from Hwy 50 to Court, Court to 3rd Street	(134,000)			
Overland St. & Water Street	(234,000)			
Overland St. , Union St. & North Street	(93,600)			
B.M. PAVING				
Option #1 Paving	(3,854,110)			
Option #2 Paving	(3,093,295)			
Option #3 Paving	(2,024,095)			
WATER DEPT.				
Third Domestic Water Well	(3,000,000)			
WATER/SEWER DEPT				
*** 4th, 5th, 6th, 7th Alleys, Cast Iron Replacement	(1,200,000)			
Flood Levee Project	(5,500,000)			
Cemetery Fencing	(350,000)			
Lander County Complex	(8,000,000)			
Total FY 12-13 Projects	(23,927,630)			
TOTAL PROJECTED ENDING FUND BAL.	(652,248)			
***	\$741,964.54 could be funded 1/4% tax to be used for infrastructure			

#  
10

**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
(Per NRS 354.5945)

Entity: Lander County

**LANDER COUNTY****SOURCE OF FUNDING**

CAPITAL IMPROVEMENT DESCRIPTION	FY2012-2013	FY2013-2014	FY2014-2015	FY2015-2016	FY2016-2017	SOURCE OF FUNDING
FUND NAME: Lander County General Fund Commission: 001-001						
Vehicle						
Assessor: 001-006						
Computer Equipment/Printers						
Jail: 001-013						
Kitchen Equipment	5,000		13,000			Property Tax/General Revenue
GCM Equipment	37,500					Property Tax/General Revenue
General Fund Total	\$ 42,500	\$ -	\$ 13,000	\$ -	\$ 40,000	Property Tax/General Revenue
FUND NAME: Landfill (011)						
CAPITAL IMPROVEMENT DESCRIPTION						
Equipment Shelter			50,000			Property Tax/General Revenue
Dozer				300,000		Property Tax/General Revenue
Fund Total	\$ -	\$ -	\$ 50,000	\$ 300,000	\$ -	Property Tax/General Revenue
FUND NAME: DOE (016)						
CAPITAL IMPROVEMENT DESCRIPTION						
Tech Equipment	\$5,000		10,000			Grant Revenue
Fund Total	\$ 5,000	\$ -	\$ 10,000	\$ -	\$ -	Grant Revenue
FUND NAME: RTC (017)						
CAPITAL IMPROVEMENT DESCRIPTION						
Road Projects	\$250,000	250,000	250,000	230,000	230,000	Gas Tax
Fund Total	\$ 250,000	\$ 250,000	\$ 250,000	\$ 230,000	\$ 230,000	Gas Tax
FUND NAME: Bldg/Equip Replacement (029)						
CAPITAL IMPROVEMENT DESCRIPTION						
Equipment						
Patrol Vehicle Replacement (2)	92,000	92,000	\$92,000	\$92,000	\$92,000	Net Proceeds Mines Tax
Sheriff/ATV's with Trailer	30,000					Net Proceeds Mines Tax
Sheriff/ID Card Printer	6,000					Net Proceeds Mines Tax
Sheriff/in Car Mobile Data Terminals/Patrol			\$5,000	\$5,000	\$5,000	Net Proceeds Mines Tax
Sheriff/in Car Video Recording Sys./Patrol			\$5,000	\$5,000	\$5,000	Net Proceeds Mines Tax
Animal Control/Facility Replacement			\$75,000			Net Proceeds Mines Tax
Animal Control/ Vehicle Replacement		35,000				Net Proceeds Mines Tax
Austin Fire Dept. - First Response Rescue	235,000				\$47,000	Net Proceeds Mines Tax
So. Rd.&Br. - (2) New Pickups	80,000	50,200				Net Proceeds Mines Tax
So. Rd.&Br. - (1) Loader	150,000					Net Proceeds Mines Tax
So. Rd&Br. - (1) Sand Spreader for PU	12,000					Net Proceeds Mines Tax
So. Rd&Br. - (1) Fork Lift	25,000					Net Proceeds Mines Tax
So. Rd&Br. - (1) Street Sweeper	40,000					Net Proceeds Mines Tax
So. Rd&Br. - Steel Drum Roller	50,000					Net Proceeds Mines Tax
So. Rd&Br. - (1) Dozer		200,000				Net Proceeds Mines Tax
So. RD&BR. - (1) Water Truck						Net Proceeds Mines Tax
So. RD&BR. - (1) Mini Excavator			\$80,000			Net Proceeds Mines Tax
So. Rd&BR. - (1) Tractor			\$50,000			Net Proceeds Mines Tax
No. Rd&BR. - (1) Kenworth Tractor	125,000				\$40,000	Net Proceeds Mines Tax
No. Rd&BR. - (1) Track Loader/Brush Beater	78,000					Net Proceeds Mines Tax



**LANDER COUNTY**  
**FUND NAME: Bldg/Equip Replacement (029)**

Page 2 of 3

## LANDER COUNTY

## SOURCE OF FUNDING

FUND NAME: Technology Fund (300) Fixed Assets as Needed	FY2012-2013	FY2013-2014	FY2014-2015	FY2015-2016	FY2016-2017	SOURCE OF FUNDING
Fund Total	\$ 500,000	\$ 2,000,000	\$ 1,000,000	\$ 15,000	\$ 15,000	Technology Fees
FUND NAME: Airport Capital Improve (380) CAPITAL IMPROVEMENT DESCRIPTION						
Austin Airport						
Austin Projects	42,500	202,100	7,900	8,500	30,000	95% FAA Grants/5% County
Battle Mountain Airport						
B.M. Projects	142,500	300,000	34,250	175,000	25,000	95% FAA Grants/5% County
Fund Total	\$ 185,000	\$ 502,100	\$ 42,150	\$ 183,500	\$ 55,000	
FUND NAME: Court Facility Capital (385) CAPITAL IMPROVEMENT DESCRIPTION						
Engineering	1,000,000	30,000	30,000	30,000	30,000	Court Fees
Fund Total	\$ 1,000,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	
GRAND TOTALS	\$ 40,665,130	\$ 9,098,600	\$ 5,102,150	\$ 1,370,500	\$ 1,044,000	

**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
(Per NRS 354.5945)

Entity: **Battle Mountain Town**

**BATTLE MOUNTAIN TOWN**

PROJECT #54010

	FY2012-2013	FY2013-2014	FY2014-2015	FY2015-2016	FY2016-2017	SOURCE OF FUNDING
<b>FUND NAME: B.M. Capital Acquisition (054)</b>						
<b>CAPITAL IMPROVEMENT DESCRIPTION</b>						
Christmas Decorations	15,000		10,000	12,000		Property Tax/General Revenue
Replace Fence at Lion's Park						Property Tax/General Revenue
<b>Fund Total</b>	<b>\$ 15,000</b>	<b>\$ -</b>	<b>\$ 10,000</b>	<b>\$ 12,000</b>	<b>\$ -</b>	
<b>FUND NAME: Water Dept. (226)</b>						
<b>CAPITAL IMPROVEMENT DESCRIPTION</b>						
Meters & Transponders	40,000	40,000				Revenue From Services
Capital Replacement	75,000	75,000	75,000	75,000	75,000	Revenue From Services
USDA Short Lived Assets	51,720	51,720	51,720	51,720	51,720	Revenue From Services
AB198 Required Assets	33,030	33,030	33,030	33,030	33,030	Revenue From Services
<b>Fund Total</b>	<b>199,750</b>	<b>199,750</b>	<b>159,750</b>	<b>159,750</b>	<b>159,750</b>	
<b>FUND NAME: Sewer Dept. (236)</b>						
<b>CAPITAL IMPROVEMENT DESCRIPTION</b>						
Capital Replacement	75,000	75,000	75,000	75,000	75,000	Revenue From Services
<b>Fund Total</b>	<b>75,000</b>	<b>75,000</b>	<b>75,000</b>	<b>75,000</b>	<b>75,000</b>	

FIVE YEAR CAPITAL IMPROVEMENT PLAN  
(Per NRS 354.5945)

Entity: Austin Town

AUSTIN TOWN

PROJECT #54010

FUND NAME: Austin Capital Acquisition (019) CAPITAL IMPROVEMENT DESCRIPTION Misc. Fixed Assets As Needed Fund Total	FY2012-2013	FY2013-2014	FY2014-2015	FY2015-2016	FY2016-2017	SOURCE OF FUNDING
	5,000 \$5,000	5,000 \$5,000.00	5,000 \$5,000	\$0	\$0.00	Property Tax/General Revenue

# AGENDA

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

**MARCH 8, 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

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:

**FEBRUARY 23, 2012 - REGULAR SESSION**

**MARCH 5, 2012 - SPECIAL 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 Agreement between Lander County and Robin Gray (Seven Valleys, LLC) to provide black fly and mosquito abatement services in areas located in Lander County and other matters properly relating thereto.

*Public comment.*

- ✓\*(3) Discussion for possible action regarding agreement between Lander County and Elko County Library for library services in Battle Mountain for FY 2012-2013 and other matters properly relating thereto.

*Public comment.*

- ✓\*(4) Discussion for possible action regarding Agreement between Lander County and C.G. Celio & Sons Company, in an amount not to exceed \$15,000.00, for information technology support services and other matters properly relating thereto.

*Public comment.*

**\*EXECUTIVE DIRECTOR\***

- ✓\*(5) Discussion for possible action regarding update on status of Lander County policies and procedures update project and other matters properly relating thereto.

*Public comment.*

**\*JUSTICE COURT\***

- ✓\*(6) Discussion for possible action regarding a county-wide 4/10 work schedule for employees of Administration and other departments within Lander County not currently under such schedule and other matters properly relating thereto.

*Public comment.*

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

- ✓\*(7) Discussion for possible action regarding status of Lander County Road inventory project and official Lander County road map and other matters properly related thereto.

*Public comment.*

**\*PUBLIC WORKS\***

- ✓\*(8) Discussion for possible action regarding possible water and sewer connection fee increase and other matters properly relating thereto.

*Public comment.*

**\*COMMISSIONERS\***

- ✓\*(9) Correspondence/reports/potential upcoming agenda items.

*Public comment.*

- ✓\*(10) Discussion for possible action regarding Lander County FY 2012-2013 capital improvement/capital expenditure plan and five (5) year capital improvement/capital expenditure plan through FY 2016-2017 and other matters properly relating thereto.

*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.

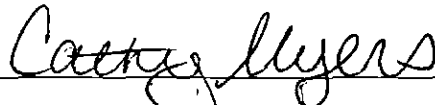
*Notice to persons with disabilities:* Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the County Clerk in writing at the Courthouse, 315 S. Humboldt Street, Battle Mountain, Nevada 89820, or call (775) 635-5738 at least one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

**AFFIDAVIT OF POSTING**

State of Nevada     )  
                                  ) ss.  
County of Lander    )

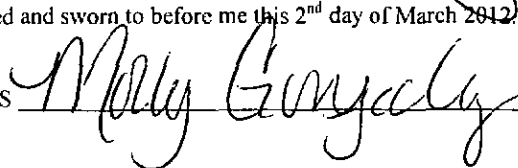
Cathy Myers, Deputy Clerk, of said Lander County, Nevada, being duly sworn, says, that on the 2<sup>nd</sup> day of March 2012, she posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse and 4) Swackhamer's Plaza Bulletin Board, in said Lander County, where proceedings are pending.

CATHY MYERS, DEPUTY CLERK



Subscribed and sworn to before me this 2<sup>nd</sup> day of March 2012.

WITNESS



## **Payment of Bills**

March 8, 2012



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



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

DATE

<u><i>Dana Bullock</i></u>	<u>3/8/12</u>
Chairman	
<u><i>Joe Stewart</i></u>	<u>3/8/12</u>
Commissioner	<u>3-8-12</u>
<u><i>David H.</i></u>	
Commissioner	
<u><i>Carol A. Havers</i></u>	<u>3/08/12</u>
Commissioner	
<u><i>Ray A. Wells</i></u>	<u>3/08/12</u>
Commissioner	

**LANDER COUNTY COMMISSION MEETING**

March 8, 2012

APPROVE / DISAPPROVE

SUBMITTED EXPENDITURES IN THE AMOUNT OF \$ 76,447.17

From Check #39825 thru #39893

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



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

DATE

Chairman	_____
Commissioner	_____
Commissioner	_____
Commissioner	_____
Commissioner	_____
Commissioner	_____

**LANDER COUNTY COMMISSION MEETING**

March 8, 2012

APPROVE / DISAPPROVE

SUBMITTED EXPENDITURES IN THE AMOUNT OF \$ 76,447.17

From Check #39825 thru #39893

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANSH	AMOUNT	CHECK TOTAL
39825	ADT SECURITY SERVICES	2/11/12/SECURITYLRN/CTR		3/08/12	69190	112.86	112.86
39826	ADVANCED DATA SYSTEMS INC	1/31/12/COMP EXPENSE/ 1/31/12//ASSESSORTECHEXPS		3/08/12	69189	1,560.00 3,298.75	4,858.75
39827	AMERICAN CORRECTIONAL	2/14/12/DETENDIRECTORY/SO		3/08/12	69222	80.50	80.50
39828	ATLANTIS CASINO RESORT	2/8/12/STEVEN SMITH/SO		3/08/12	69223	56.50	56.50
39829	B M AUTO SUPPLY, INC	1/31/12/SLIME/ A R&B 2/1/12/STEMCO/ A R&B 2/2/12/CREDIT/A R&B 2/9/12/BATTY/CORE/A R&B 2/9/12/HS CONN/GLADHND/AR 2/9/12/FITTINGS/A R&B 2/9/12/FITTING/FRT/A R&B 2/13/12/BATTY/CORE/CLNR/A 2/14/12/ROGLYDE/A R&B 2/14/12/FITTING/A R&B		3/08/12	69191 69191 69191 69191 69191 69191 69191 69191 69191 69191	322.00 59.80 499.99- 349.83 429.10 359.28 288.32 259.48 66.15 7.24	1,641.21
39830	B M GENERAL HOSPITAL	1/13/12/L AGUILAR/SO		3/08/12	69260	960.00	960.00
39831	SHANNON BERUMEN	3/9-10/12/TRNG 4H/ AG 3/9-10/12/TRNG 4H/ AG 3/9-10/12/TRNG 4H/ AG 3/9-10/12/TRNG 4H/ AG		3/08/12	69258 69258 69258 69258	498.33 135.00 225.00 239.86	1,098.19
39832	TINA MARIE BISIAUX	2/17/12-2/29/12/DRG CT		3/08/12	69259	190.00	190.00
39833	BONANZA PRODUCE CO	2/9/12/PRODUCE/E/SEN CTR 2/9/12/PRODUCE/E/SEN CTR 2/16/12/PRODUCE/SR CTR 2/16/12/PRODUCE/SR CTR 2/21/12//PRODUCE/SEN CTR 2/21/12//PRODUCE/SEN CTR 2/24/12//PRODUCE/SEN CTR 2/24/12//PRODUCE/SEN CTR		3/08/12	69269 69269 69269 69269 69269 69269 69269 69269	39.68 28.02 27.15 25.30 12.15 8.10 11.88 7.92	160.20
39834	BROWNELL'S, INC	2/6/12/COLT PARTS		3/08/12	69224	151.02	151.02
39835	SCOTT D. BULLOCK	2/15/12/KIT FREEZER/SO 2/13/12/DOGRNDDRYER/SO		3/08/12	69225 69225	281.00 219.00	500.00
39836	BYRON ALARCON	1/16/12/WEBUPDATES/ASSESS		3/08/12	69264	360.00	360.00

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
39837	CASHMAN EQUIPMENT	2/10/12/SEALS/EM R&B 2/15/12/EDGES/NUISBOLTS/A		3/08/12 3/08/12	69192 69192	212.68 2,432.40	360.00
39838	CDM GOVERNMENT, INC	2/8/12/SOFTWARELICENSE/SO		3/08/12	69226	1,528.28	2,645.08
39839	ANA CORTEZ	2/28/12/MENTALTRANSP		3/08/12	69273	225.00	1,528.28
39840	CRIMSON IMAGING SUPPLIES	2/6/12/INKJET/SO		3/08/12	69228	67.00	225.00
39841	JAYSON DAVID CUTLER	2/17/12/STIPENDS/EMAMBUL		3/08/12	69193	45.00	67.00
39842	DELBERT L. CORNELLA	2/22/12/REPSQUANSET/BLDG 2/22/12/JUV REPAIRS/BLDG		3/08/12 3/08/12	69194 69194	87.66 88.83	45.00
39843	DELL COMPUTER	2/3/12/HARDDRIVENSERVER		3/08/12	69229	2,699.94	176.49
39844	ECOLAB	2/11/12/RENTAL/SO		3/08/12	69230	90.34	2,699.94
39845	EMERGENCY MEDICAL PROD,	1/30/12/BRASSREGULATOR/AB		3/08/12	69195	203.85	90.34
39846	GENE P ETCHEVERREY	2/21/12/MTNG R&B/		3/08/12	69196	99.90	203.85
39847	FALLON HEATING & AIR-COND	2/13/12/PURNANCET143CRTST		3/08/12	69197	13,959.00	99.90
39848	FARMER BROS COFFEE	2/29/12/COFFEE/SUPPLIES 2/29/12/INMATE MEALS		3/08/12 3/08/12	69262 69262	155.85 295.49	13,959.00
39849	FAST GLASS	2/24/12/TRL BLZR REPRS		3/08/12	69265	198.34	451.34
39850	R SUPPLY #3210	2/15/12/DBLSS STRAP/SEWER		3/08/12	69198	170.82	198.34
39851	FLAG STORE OF NEVADA, INC	2/22/12/FLAGS/SO		3/08/12	69261	329.00	170.82
39852	GEM ST. PAPER & SUPPLY CO	2/23/12/KIT SUPP/SEN CTR 2/23/12/KIT SUPP/SEN CTR		3/08/12 3/08/12	69271 69271	37.63 25.09	329.00
39853	GOLD DUST WEST CARSON	1/25/12/TRNG EASON/SO		3/08/12	69231	66.00	62.72
						66.00	66.00

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
39854	JORGE MICHAEL GONZALEZ	2/17/12/STIPENDS/BM AMBUL		3/08/12	69199	75.00	75.00
39855	DEE HELMING	2/23/12/ MTNG LEDA		3/08/12	69274	99.90	99.90
39856	THEODORE C. HERRERA	PUBLIC DEFENDER		3/08/12	69253	3,541.50	3,541.50
39857	HIGH DESERT MICROIMAGING	2/13/12/SCANNERPRO2000/RE 2/16/12/IDREDACTSUPP/RECR 2/16/12/CAPTURESUPPT/CLER 2/16/12/MICROFILMSPLIT/ 2/16/12/MICROFILMSPLIT/		3/08/12 3/08/12 3/08/12 3/08/12 3/08/12	69201 69201 69201 69201 69201	9,590.00 1,050.00 210.00 63.20 63.20	10,976.40
39858	ROGENE HILL	2/21/12/POSTAGELINC/LIFE		3/08/12	69200	6.80	6.80
39859	HUCK SALT & SONS, INC.	2/24/12/SIERRA ICE MELT		3/08/12	69257	1,199.52	1,199.52
39860	INTERNATIONAL ASSOC. FOR	1/16/12/MEMBERSHIPJOHNSO		3/08/12	69202	50.00	50.00
39861	INLAND SUPPLY CO INC	2/17/12/SUPPLIES/SO 2/24/12/FRESHNRS/SO		3/08/12 3/08/12	69203 69263	32.86 139.44	172.30
39862	IOBP	2/14/12/ALERTSERVICES/		3/08/12	69204	117.00	117.00
39863	IRON MOUNTAIN	2/29/12/RECORDER		3/08/12	69266	150.12	150.12
39864	JASON JURY	2/17/12/STIPENDS/BM AMBUL		3/08/12	69205	30.00	30.00
39865	KOLESAR & LEATHAM, CHTD	2/21/12/YUCCA MTN.		3/08/12	69251	70.00	70.00
39866	JAY C WINROD	2/21/12/KIT SUPPLIES/SEN		3/08/12	69270	16.45	16.45
39867	LEGISLATIVE COUNSEL BUREA	11/10/11/NRS/SO		3/08/12	69216	450.00	450.00
39868	LOVE CLEANING	2/2/12 COURT HOUSE 2/28/12 2ND ST ANNEX 2/28/12 SENIOR CENTER 2/28/12 ROAD & BRIDGE		3/08/12 3/08/12 3/08/12 3/08/12	69252 69252 69252 69252	1,650.00 600.00 500.00 250.00	3,000.00
39869	NATIONAL ACADEMIES OF	2/3/12/EMD/RECERT/SO		3/08/12	69206	100.00	100.00





CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
39879	RELIABLE OFFICE SUPPLIES	2/22/12/ 1/23/12/SUPPLIES 1/23/12/SUPPLIES 1/23/12/SUPPLIES 1/23/12/SUPPLIES 1/26/12/SUPPLIES/A R&B 2/2/12/SUPPLIES/SO		3/08/12 3/08/12 3/08/12 3/08/12 3/08/12 3/08/12 3/08/12	69211 69211 69211 69211 69211 69211 69211	3.50 3.50 3.51 3.50 3.51 181.99 43.90	2,218.52
39880	ROCKHURST UNIVERSITY	2/16/12/OFFICE SUPP/SR CT 2/16/12/OFFICE SUPP/SR CT 2/16/12/OFFICE SUPP/SR CT		3/08/12 3/08/12 3/08/12	69272 69272 69272	56.14 37.42 31.20	124.76
39881	SILVER STATE INTERNAT.	2/22/12/STAR12RENEWAL/SO		3/08/12	69212	199.00	199.00
39882	DESMOND SKEATH	2/10/12/KIT/FITINGS/A R&B PARKS CONTRACT PMT		3/08/12 3/08/12	69213 69254	134.20 1,191.50	134.20
39883	SNYDER MECHANICAL, INC	2/21/12/LABOR/PRTS/BLDG		3/08/12	69214	742.00	1,191.50
39884	ST OF NEVADA	2/10/12/SILVERNET/MANSERV		3/08/12	69217	4.36	742.00
39885	STANTEC CONSULTING	2/27/12/PROFSERVAUSTVISTR		3/08/12	69215	432.45	4.36
39886	SYSO	2/15/12//OOD SR CTR 2/15/12//OOD SR CTR 2/22/12/FOOD SR CTR 2/22/12/FOOD SR CTR 2/29/12/FOOD SR CTR 2/29/12/FOOD SR CTR 2/29/12/FOOD SR CTR 2/29/12/FOOD SR CTR		3/08/12 3/08/12 3/08/12 3/08/12 3/08/12 3/08/12 3/08/12 3/08/12	69276 69276 69276 69276 69276 69276 69276 69276	19.80 13.20 333.56 222.37 317.83 211.88 34.94 23.29	432.45
39887	SYSO FOOD SERVICES	2/9/12//FOOD /SR CTR 2/9/12//FOOD /SR CTR 2/16/12/FOOD /SR CTR 2/16/12/FOOD /SR CTR 2/16/12/FOOD /SR CTR 2/23/12/FOOD /SR CTR 2/23/12/FOOD /SR CTR		3/08/12 3/08/12 3/08/12 3/08/12 3/08/12 3/08/12 3/08/12	69275 69275 69275 69275 69275 69275 69275	21.34 49.06 44.06 239.73 90.57 44.06 26.34	1,176.87
39888	T & M LAWN CARE	PARKS MAINTENANCE		3/08/12	69255	7,550.88	515.16
39889	TIRE FACTORY	2/16/12/REPRSUNIT29/SO 2/10/12/REPRSUNIT26/SO		3/08/12 3/08/12	69218 69218	39.95 668.30	7,550.88

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
39890	PETERBILT TRUCK PARTS &	2/16/12/BATTERY/R&B		3/08/12	69219	289.56	4,688.96
		2/17/12/BATTERY/R&B		3/08/12	69219	349.02	
		2/20/12/ADAPTER/R&B		3/08/12	69219	1.89	
39891	UNIVERSITY ENTERPRISES,	2/9/12/WATERSYSTEMRNG/SEW		3/08/12	69220	245.00	640.47
39892	VALLEY BEVERAGES INC.	2/23/12/FOOD SR CTR		3/08/12	69277	8.70	245.00
		2/23/12/FOOD SR CTR		3/08/12	69277	35.80	
39893	WINNEMUCCA PUB. CO., INC.	2/23/12/MAINT III ADV		3/08/12	69221	177.60	44.50
		2/23/12/MAINT II/ADV		3/08/12	69221	160.46	
	CHECKS TOTAL						76,447.17



# **Commissioners' Report**

March 8, 2012