

LANDER COUNTY COMMISSION AGENDA

April 11, 2019

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

April 11, 2019

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

Also Via Teleconference At

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

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

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

LANDER COUNTY COMMISSION AGENDA

April 11, 2019

CONSENT AGENDA

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

- (1) Approval of April 1, 2019 Agenda Notice
- (2) Approval of February 28, 2019 Special Meeting Minutes
- (3) Approval of March 14, 2019 Meeting Minutes
- (4) Approval of March 18 through 19, 2019 Special Meeting Budget Workshop Minutes
- (5) Approval of March 28, 2019 Meeting Minutes
- (6) Approval of April 1, 2019 Special Meeting Budget Workshop Minutes
- (7) Approval of the Payment of Bills

COMMISSIONERS

- (1) Discussion and possible action regarding the Battle Mountain Levee Project presented by Tom Gallagher of Summit Engineering, and all other matters properly related thereto.

Public Comment

- (2) Discussion and possible action regarding The Lander County Community Health Nursing Program and whether to continue the program as a county funded program or a state funded program, and all other matters properly related thereto.

Public Comment

RECORDER

- (3) Discussion and possible action regarding the 19/20 Fiscal Year proposed budget request from the Lander County Recorder, and all other matters properly related thereto.

Public Comment

- (4) Discussion and possible action to approve/disapprove the Intrastate Interlocal Contract Amendment #1 between the Department of Motor Vehicles (DMV) and Lander County extending the Contract to June 30, 2021 and revising the scope of work, authorizing the Chair and Recorder to sign, and all other matters properly related thereto.

Public Comment

LANDER COUNTY COMMISSION AGENDA

April 11, 2019

CLERK

- (5) Discussion and possible action to approve/disapprove the addition of one full time position to the Lander County Clerk's Office, and all other matters properly related thereto.

Public Comment

SHERIFF'S OFFICE

- (6) Update regarding the 2nd Amendment movement within the State of Nevada, and all other matters properly related thereto.

Public Comment

COMMISSIONERS

- (7) Discussion and possible action to approve/disapprove a request by Lori Price, President of the Lander County Historical Society, to place a Woman's Suffrage Centennial Marker at the Lion's Club Park or beside the Welcome to Battle Mountain sign, and all other matters properly related thereto.

Public Comment

- (8) Discussion and possible action to approve/disapprove posting an advertisement in the Battle Mountain Bugle for an alternate board member for the Central Nevada Regional Water Authority board, and all other matters properly related thereto.

Public Comment

- (9) Discussion and possible action to approve/disapprove the closure of Cedar Street in Austin on April 27, 2019 from 1 p.m. to 3 p.m. for the Lincoln Highway Car Show, and all other matters properly related thereto.

Public Comment

- (10) Discussion and possible action regarding the Nevada Opioid Litigation and whether Lander County should consider obtaining representation for the litigation process, and all other matters properly related thereto.

Public Comment

LANDER COUNTY COMMISSION AGENDA

April 11, 2019

- (11) Discussion and possible action to approve/disapprove the Interlocal Contract between the Department of Conservation and Natural Resources, Nevada Division of Forestry and Lander County in the amount of \$208,044.00 for State Fiscal Year 2020 and State Fiscal Year 2021, and authorize Chair to Sign, and all other matters properly related thereto.

Public Comment

- (12) Discussion and possible action to create a pay scale for part time/seasonal employees wages to begin at the same rate as the same position as a full time employee, and all other matters properly related thereto.

Public Comment

- (13) Discussion and possible action recognizing the month of April as “National County Government Month” as presented by the National Association of Counties (NACo), and all other matters properly related thereto.

Public Comment

FINANCE

- (14) Discussion and possible action to approve/disapprove Amended Resolution #2019-01 directing apportionment of the marijuana establishment tax, and all other matters properly related thereto.

Public Comment

- (15) Discussion and possible action to approve/disapprove Resolution #2019-02 setting the Fiscal Year 2019-2020 tax rate for the General Fund (001) and the Youth Services Fund (001), and all other matters properly related thereto.

Public Comment

CORRESPONDENCE

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

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

ADJOURN

NOTE: TIMES ARE APPROXIMATE

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

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

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

AFFIDAVIT OF POSTING

State of Nevada)

) ss

County of Lander)

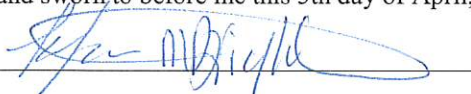
Keith Westengard, Lander County Manager of said Lander County, Nevada, being duly sworn, says, that on the 5th day of April, 2019, he posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse,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

Keith Westengard, Lander County Manager _____



Subscribed and sworn to before me this 5th day of April, 2019.

Witness _____



Name of Agenda: Lander County Commission

Date of Meeting: April 11, 2019

Cindy Benson
Lander County Fiscal Officer

LANDER COUNTY COMMISSION MEETING

April 11, 2019

APPROVE

Check #'s
202491


Cindy Benson – Fiscal Officer

VENDOR: 210330 DRUE DOMAGALA

03/28/2019

202491

DATE	INVOICE #	DESCRIPTION
2/2/2019	100	OCTOBER & JANUARY 2018 LEPC AGENDA

AMOUNT
320.00

CHECK TOTAL

320.00

PLEASE DETACH AND FILE

Cindy Benson
Lander County Fiscal Officer

LANDER COUNTY COMMISSION MEETING

April 11, 2019

APPROVE

Check #'s

202529

202535

202538

Cindy Benson

Cindy Benson – Fiscal Officer

VENDOR: 210338 DELICIA PRIEST

04/05/2019

202529

DATE	INVOICE #	DESCRIPTION
4/3/2019	4/28/19 - 5/2/19	PER DIEM EMD COURSE

AMOUNT
801.00

CHECK TOTAL	801.00
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PLEASE DETACH AND FILE

VENDOR: 210339 NEVADA COALITION FOR SUICIDE PREVENTION

04/05/2019

202535

DATE	INVOICE #	DESCRIPTION
4/3/2019	APRIL 16-17	ASIST WORKSHOP FOR 10 EMPLOYEES

AMOUNT
250.00

CHECK TOTAL	250.00
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PLEASE DETACH AND FILE

VENDOR: 210224 PEGGY SURLA

04/05/2019

202538

DATE	INVOICE #	DESCRIPTION
3/30/2019	3/25/19 - 3/29/19	CONTRACT / AGREEMENT

AMOUNT
654.08

CHECK TOTAL	654.08
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PLEASE DETACH AND FILE

Cindy Benson
Lander County Fiscal Officer



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

DATE

Cindy Benson
Fiscal Officer

04-05-19

LANDER COUNTY COMMISSION MEETING

April 11, 2019

APPROVE/DISAPPROVE

SUBMITTED EXPENDITURES IN THE AMOUNT OF \$405,920.19

From Check #202545 thru #202651

Check Register

Lander County, NV

Packet: APPKT00073 - 4/11/19 - COMMISSION

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP POOL OPERATING-AP POOL OPERATING						
207692	4IMPRINT	04/12/2019	Regular	0.00	1,126.28	202545
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
6948598/416411	Invoice	03/19/2019	SWEATSHIRTS	0.00	422.66	
052-055-59950	MISCELLANEOUS		SWEATSHIRTS		422.66	
7122392/416411	Invoice	03/22/2019	TEES	0.00	703.62	
052-055-59950	MISCELLANEOUS		TEES		703.62	
209601	A+ LOCK & GLASS SERVICE	04/12/2019	Regular	0.00	2,645.50	202546
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
3/27/19	Invoice	03/27/2019	COURTHOUSE - KEYING SERVICES	0.00	2,645.50	
001-005-59205	PROFESSIONAL SERVICES		COURTHOUSE - KEYING SE		2,645.50	
003152	ADMINISTRATIVE OFFICE OF THE CC	04/12/2019	Regular	0.00	275.00	202547
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
3/29/19	Invoice	03/29/2019	INTERPRETER WORKSHOP - MAITE NARV	0.00	275.00	
001-023-53460	INTERPRETERS		INTERPRETER WORKSHOP		275.00	
209841	AMERICAN FIRE EQUIPMENT SALES	04/12/2019	Regular	0.00	9,005.75	202548
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
117210	Invoice	01/29/2019	FIRE EXTINGUISHERS	0.00	9,005.75	
001-009-53560	MAINTENANCE/CONTRA		FIRE EXTINGUISHERS		9,005.75	
208866	AMPED-OUT-ELECTRICAL, LLC	04/12/2019	Regular	0.00	2,931.11	202549
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
3264	Invoice	03/20/2019	KIDS CLUB EAST HEATER	0.00	85.00	
001-009-53560	MAINTENANCE/CONTRA		KIDS CLUB EAST HEATER		85.00	
3268	Invoice	03/21/2019	SEWER PLANT HEATER	0.00	170.00	
001-009-53560	MAINTENANCE/CONTRA		SEWER PLANT HEATER		170.00	
3269	Invoice	03/21/2019	KIDS CLUB UNIT #2 WEST HEATER	0.00	170.00	
001-009-53560	MAINTENANCE/CONTRA		KIDS CLUB UNIT #2 WEST		170.00	
3270	Invoice	03/05/2019	REC CENTER - SAFETY SWITCH DEHUMIDI	0.00	2,506.11	
001-009-53560	MAINTENANCE/CONTRA		REC CENTER - SAFETY SWI		2,506.11	
209105	APRIL KENNEDY	04/12/2019	Regular	0.00	53.00	202550
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
4/23/19 - 4/25/1	Invoice	03/26/2019	ASSESSOR CONFERENCE - ADVANCE	0.00	53.00	
001-006-53940	TRAVEL AND TRAINING		ADVANCE MEALS		53.00	
210274	AQUA SOURCE	04/12/2019	Regular	0.00	3,209.91	202551
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
39129	Invoice	03/22/2019	ACID TABLETS	0.00	3,209.91	
052-055-53920	SERVICE AND SUPPLIES		ACID TABLETS		3,209.91	
210237	AUTO DIESEL ELECTRIC SUPPLY LLC	04/12/2019	Regular	0.00	325.00	202552

Check Register

Packet: APPKT00073-4/11/19 - COMMISSION

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>933</u>	Invoice	03/21/2019	ALTERNATOR	0.00	325.00	
<u>002-065-53880</u>		REPAIR & MAINTENANC		ALTERNATOR	325.00	
000218	B M GENERAL HOSPITAL	04/12/2019	Regular	0.00	3,040.59	202553
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>14</u>	Invoice	03/19/2019	GARDASIL / BOOSTRIX / MENVEO / HEP A	0.00	3,040.59	
<u>003-040-59205</u>		PROFESSIONAL SERVICES		GARDASIL / BOOSTRIX / M	3,040.59	
000215	B M POSTMASTER	04/12/2019	Regular	0.00	235.00	202554
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>2019</u>	Invoice	04/01/2019	BRM PERMIT # 1000	0.00	235.00	
<u>001-002-53676</u>		POSTAGE		BRM PERMIT # 1000	235.00	
210334	BILL GANDOLFO	04/12/2019	Regular	0.00	288.38	202555
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>2/5-6/19 - 3/19/1</u>	Invoice	03/19/2019	REIMBURSEMENT TRAVEL	0.00	288.38	
<u>001-024-53940</u>		TRAVEL AND TRAINING		REIMBURSEMENT TRAVEL	288.38	
000624	BUSINESS CARD	04/12/2019	Regular	0.00	2,939.99	202556
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>2/25/19 - 3/24/1</u>	Invoice	04/03/2019	CC STATEMENT - 2515	0.00	2,939.99	
<u>001-012-53560</u>		MAINTENANCE/CONTRA		CBI ACRONIS - 3/18	69.99	
<u>001-012-53920</u>		SERVICE AND SUPPLIES		AMAZON - 2/28	45.50	
<u>001-012-53920</u>		SERVICE AND SUPPLIES		AMAZON - 3/7	23.67	
<u>001-012-53920</u>		SERVICE AND SUPPLIES		AMAZON - 3/11	79.08	
<u>001-012-53920</u>		SERVICE AND SUPPLIES		ANNUAL CARD FEE	25.00	
<u>001-012-53920</u>		SERVICE AND SUPPLIES		CREDITS	-45.68	
<u>001-012-53940</u>		TRAVEL AND TRAINING		AMERICAN AIR - 2/27	374.00	
<u>001-012-53940</u>		TRAVEL AND TRAINING		PEPPERMILL - 3/7	586.30	
<u>001-012-53940</u>		TRAVEL AND TRAINING		WESTERN STATES - 3/12	175.00	
<u>001-012-53940</u>		TRAVEL AND TRAINING		EL DORADO - 3/14	262.69	
<u>001-012-53940</u>		TRAVEL AND TRAINING		TRAVEL INS - 2/28	24.31	
<u>001-013-53560</u>		MAINTENANCE/CONTRA		ZORRO - 2/22	721.52	
<u>001-013-53560</u>		MAINTENANCE/CONTRA		AMAZON - 2/23	75.46	
<u>001-013-53740</u>		PRISONERS SUPPLY		AMAZON - 3/10	280.89	
<u>001-013-53940</u>		TRAVEL AND TRAINING		EL DORADO - 3/14	242.26	
002315	CASHMAN EQUIPMENT	04/12/2019	Regular	0.00	1,897.22	202557
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>INPS2916732</u>	Invoice	03/20/2019	PARTS RELAY	0.00	57.98	
<u>002-066-53920</u>		SERVICE AND SUPPLIES		PARTS RELAY	57.98	
<u>INPS2919593</u>	Invoice	03/26/2019	BOLTS/SCREWS/SPACERS	0.00	30.84	
<u>002-066-53880</u>		REPAIR & MAINTENANC		BOLTS/SCREWS/SPACERS	30.84	
<u>INPS2920220</u>	Invoice	03/27/2019	BRACKET/LOCK/COVER/CAM-LATCH	0.00	585.08	
<u>002-066-53880</u>		REPAIR & MAINTENANC		BRACKET/LOCK/COVER/CA	585.08	
<u>INPS2921033</u>	Invoice	03/28/2019	EDGES	0.00	887.90	
<u>002-066-53880</u>		REPAIR & MAINTENANC		EDGES	887.90	
<u>INPS2921034</u>	Invoice	03/28/2019	KIT / ELEMENTS	0.00	238.54	
<u>011-058-53880</u>		REPAIR & MAINTENANC		KIT / ELEMENTS	238.54	
<u>INPS2921035</u>	Invoice	03/28/2019	BUSHING	0.00	96.88	
<u>002-066-53880</u>		REPAIR & MAINTENANC		BUSHING	96.88	

Check Register

Packet: APPKT00073-4/11/19 - COMMISSION

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
210271	CHANCE ELLIS	04/12/2019	Regular	0.00	100.00	202558
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>1903230009</u>	Invoice	03/23/2019	AUSTIN EMS RUN	0.00	100.00	
<u>001-016-51032</u>		VOLUNTEER STIPEND		AUSTIN EMS RUN	100.00	
207592	CHIP COLPITTS	04/12/2019	Regular	0.00	50.00	202559
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>1903230009</u>	Invoice	03/23/2019	AUSTIN EMS RUN	0.00	50.00	
<u>001-016-51032</u>		VOLUNTEER STIPEND		AUSTIN EMS RUN	50.00	
208515	CUMMINS SALES & SERVICE	04/12/2019	Regular	0.00	15,067.11	202560
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>45-23528</u>	Invoice	10/19/2018	REPLACE JACKET WATER HEATER/HEATER	0.00	2,479.86	
<u>226-000-53880</u>		REPAIR & MAINTENANC		REPLACE JACKET WATER H	2,479.86	
<u>45-23790</u>	Invoice	10/31/2018	TRANSFER SWITCH	0.00	12,587.25	
<u>226-000-53880</u>		REPAIR & MAINTENANC		TRANSFER SWITCH	12,587.25	
210174	DALE'S SERVICE, INC	04/12/2019	Regular	0.00	110,324.60	202561
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>5 - FINAL - LA-201</u>	Invoice	03/29/2019	BM AIRPORT INSTALL SELF SRVC FUELING	0.00	70,544.26	
<u>380-000-53947</u>		FAA BATTLE MTN. GRA		PROJECT: LA-2018-092 SEL	70,544.26	
<u>5 - FINAL LA-2018</u>	Invoice	03/29/2019	AUSTIN AIRPORT INSTALL FUELING SYST	0.00	39,780.34	
<u>380-000-53949</u>		FAA AUSTIN GRANT		AUSTIN AIRPORT INSTALL	39,780.34	
209801	DBT TRANSPORTATION	04/12/2019	Regular	0.00	4,004.13	202562
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>2541320</u>	Invoice	04/01/2019	AWOS QUARTERLY MAINTENANCE	0.00	4,004.13	
<u>012-065-53880</u>		REPAIR & MAINTENANC		AWOS QUARTERLY MAINT	2,002.06	
<u>012-066-53560</u>		MAINTENANCE/CONTRA		AWOS QUARTERLY MAINT	2,002.07	
209949	DESERT TRAILS VETERINARY SERVIC	04/12/2019	Regular	0.00	75.00	202563
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>11876</u>	Invoice	03/06/2019	SPAY/NEUTER VC719678 (LUNA)	0.00	75.00	
<u>001-014-53905</u>		SPAY PROGRAM		SPAY/NEUTER VC719678 (75.00	
209412	DMG RENO, INC	04/12/2019	Regular	0.00	3,441.00	202564
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>188455</u>	Invoice	11/30/2018	DANFOSS VFD'S FOR ELECTRICAL ROOM	0.00	3,441.00	
<u>001-009-53560</u>		MAINTENANCE/CONTRA		DANFOSS VFD'S FOR ELEC	3,441.00	
004605	DONNELLEY SPORTS	04/12/2019	Regular	0.00	2,829.13	202565
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>0000042631</u>	Invoice	03/22/2019	GYM GEAR	0.00	2,829.13	
<u>052-055-53920</u>		SERVICE AND SUPPLIES		GYM GEAR	2,829.13	
002996	ECOLAB	04/12/2019	Regular	0.00	95.63	202566
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>2811416</u>	Invoice	03/10/2019	MACHINE RENTAL FEE	0.00	95.63	
<u>052-057-53920</u>		SERVICE AND SUPPLIES		MACHINE RENTAL FEE	95.63	
000806	ELKO VETRERINARY CLINIC	04/12/2019	Regular	0.00	75.00	202567

Check Register

Packet: APPKT00073-4/11/19 - COMMISSION

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>221205</u>	Invoice	03/27/2019	SPAY/NEUTER VC712074 (CHARLIE)	0.00	75.00	
<u>001-014-53905</u>		SPAY PROGRAM			75.00	
001006	FARMER BROTHERS	04/12/2019	Regular	0.00	221.63	202568
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>68919992</u>	Invoice	03/27/2019	GELATIN LIME/CHEESE SAUCE/MINT LEAV	0.00	221.63	
<u>009-045-59251</u>		RAW FOOD		GELATIN LIME/CHEESE SA	132.98	
<u>009-047-59251</u>		RAW FOOD		GELATIN LIME/CHEESE SA	88.65	
210337	FIXED INCOME ACADEMY	04/12/2019	Regular	0.00	995.00	202569
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>4/1/19</u>	Invoice	04/01/2019	BOND SCHOOL - JUSDIVIA JOHNSON	0.00	995.00	
<u>001-003-53940</u>		TRAVEL AND TRAINING		BOND SCHOOL - JUSDIVIA	995.00	
000357	GALLS INCORPORATED	04/12/2019	Regular	0.00	888.99	202570
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>012062552</u>	Invoice	02/25/2019	1000114874 - ELITE W/ AXIIIA ELITE CARR	0.00	888.99	
<u>001-013-53907</u>		BVP FUNDING		1000114874 - ELITE W/ AX	888.99	
004463	GEM ST. PAPER & SUPPLY CO	04/12/2019	Regular	0.00	827.86	202571
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>1306771</u>	Credit Memo	03/06/2019	BATH TISSUE	0.00	-35.60	
<u>001-009-59260</u>		JANITORIAL		BATH TISSUE	-35.60	
<u>1308339</u>	Invoice	03/14/2019	FOAM SOAP / GLOVES	0.00	260.03	
<u>009-045-59253</u>		KITCHEN SUPPLIES		FOAM SOAP / GLOVES	156.02	
<u>009-047-59253</u>		KITCHEN SUPPLIES		FOAM SOAP / GLOVES	104.01	
<u>1310120</u>	Invoice	03/21/2019	HAND SANITIZER / CLOROX WIPES	0.00	139.12	
<u>236-000-53920</u>		SERVICE AND SUPPLIES		HAND SANITIZER / CLORO	139.12	
<u>1311355</u>	Invoice	03/28/2019	BATH TISSUES	0.00	102.69	
<u>001-013-53700</u>		PRISONERS MEALS		BATH TISSUES	102.69	
<u>1312039</u>	Invoice	03/28/2019	BATH TISSUE	0.00	71.20	
<u>001-009-59260</u>		JANITORIAL		BATH TISSUE	71.20	
<u>1312118</u>	Invoice	03/28/2019	CLOROX / GLOVES / NAPKINS	0.00	164.54	
<u>009-045-59253</u>		KITCHEN SUPPLIES		CLOROX / GLOVES / NAPKI	98.72	
<u>009-047-59253</u>		KITCHEN SUPPLIES		CLOROX / GLOVES / NAPKI	65.82	
<u>1312948</u>	Invoice	04/04/2019	MAGNETIC DRY ERASE BOARD 36X48	0.00	125.88	
<u>001-009-59260</u>		JANITORIAL		MAGNETIC DRY ERASE BO	125.88	
208668	GEO-GRAPHICS	04/12/2019	Regular	0.00	5,629.85	202572
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>190331A</u>	Invoice	03/31/2019	MAPPING SERVICES & SOFTWARE UPDAT	0.00	3,777.35	
<u>001-006-53600</u>		MAPPING AND PLOTTIN		MAPPING SERVICES & SOF	3,777.35	
<u>190331B</u>	Invoice	03/31/2019	PATENTED MINING CLAIM MAPPING PRO	0.00	1,852.50	
<u>300-068-53920</u>		SERVICE AND SUPPLIES		PATENTED MINING CLAIM	1,852.50	
209773	HINTONBURDICK,PLLC	04/12/2019	Regular	0.00	1,968.00	202573
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>AUST1015</u>	Invoice	02/28/2019	AUSTIN JUSTICE COURT	0.00	1,968.00	
<u>001-024-53920</u>		SERVICE AND SUPPLIES		AUSTIN JUSTICE COURT	1,968.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
210250	HOLLAND AUTO PARTS	04/12/2019	Regular	0.00	2,382.75	202574
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>15406-3003</u>	Invoice	03/18/2019	V BELT / TORQ WRENCH	0.00	539.06	
<u>002-066-53920</u>		SERVICE AND SUPPLIES		V BELT / TORQ WRENCH	539.06	
<u>15406-3005</u>	Invoice	03/18/2019	BATTERY BRUSH	0.00	12.77	
<u>002-066-53920</u>		SERVICE AND SUPPLIES		BATTERY BRUSH	12.77	
<u>15406-3007</u>	Invoice	03/18/2019	MARINE TOP POST	0.00	5.13	
<u>002-066-53920</u>		SERVICE AND SUPPLIES		MARINE TOP POST	5.13	
<u>15406-3094</u>	Invoice	03/19/2019	FUEL N TOOL BOX	0.00	1,457.81	
<u>002-066-53920</u>		SERVICE AND SUPPLIES		FUEL N TOOL BOX	1,457.81	
<u>15406-3100</u>	Invoice	03/19/2019	WIRE TIE	0.00	4.74	
<u>002-066-53920</u>		SERVICE AND SUPPLIES		WIRE TIE	4.74	
<u>15406-3121</u>	Invoice	03/20/2019	THICKSTER LATEX	0.00	16.37	
<u>226-000-53920</u>		SERVICE AND SUPPLIES		THICKSTER LATEX	16.37	
<u>15406-3162</u>	Invoice	03/21/2019	TRAILER HITCH BUSHING	0.00	13.59	
<u>002-066-53920</u>		SERVICE AND SUPPLIES		TRAILER HITCH BUSHING	13.59	
<u>15406-3316</u>	Invoice	03/25/2019	SEAT COVER	0.00	232.22	
<u>002-066-53920</u>		SERVICE AND SUPPLIES		SEAT COVER	232.22	
<u>15406-3450</u>	Invoice	03/27/2019	SAFETY PINS	0.00	8.45	
<u>002-066-53920</u>		SERVICE AND SUPPLIES		SAFETY PINS	8.45	
<u>15406-3492</u>	Invoice	03/28/2019	RAIN X PRODUCTS	0.00	31.98	
<u>002-066-53920</u>		SERVICE AND SUPPLIES		RAIN X PRODUCTS	31.98	
<u>15406-3722</u>	Invoice	04/03/2019	COUPLER / TIRE GUAGE	0.00	18.38	
<u>001-012-53880</u>		REPAIR & MAINTENANC		COUPLER / TIRE GUAGE	18.38	
<u>7437-18171</u>	Invoice	03/12/2019	SNOW PLOW PART	0.00	42.25	
<u>002-065-53880</u>		REPAIR & MAINTENANC		SNOW PLOW PART	42.25	
210137	HUNT CONVENIENCE STORES	04/12/2019	Regular	0.00	13.75	202575
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>1605154</u>	Invoice	02/05/2019	FUEL - TRANSIENT ASSISTANCE	0.00	13.75	
<u>003-041-53618</u>		GENERAL ASSISTANCE		FUEL - TRANSIENT ASSISTA	13.75	
209600	I&E ELECTRIC	04/12/2019	Regular	0.00	111.44	202576
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>4266</u>	Invoice	03/22/2019	POWER SONIC BATTERIES - SCADA - ALAR	0.00	111.44	
<u>226-000-53920</u>		SERVICE AND SUPPLIES		POWER SONIC BATTERIES	111.44	
002973	INTERMOUNTAIN FARMERS ASSOC.	04/12/2019	Regular	0.00	909.65	202577
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>29846708</u>	Invoice	03/26/2019	ACCT #1011356593 - STERILANT FOR ROD	0.00	909.65	
<u>052-053-59246</u>		BATTLE MTN LIVESTOCK		ACCT #1011356593 - STERI	909.65	
004486	INTERWEST SUPPLY CO, INC	04/12/2019	Regular	0.00	2,632.70	202578
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>IN0075603</u>	Invoice	03/14/2019	SNOW PLOW BLADE / FRONT COVER	0.00	960.00	
<u>002-065-53900</u>		ROAD & BRIDGE MATER		SNOW PLOW BLADE / FRO	960.00	
<u>IN0075788</u>	Invoice	03/25/2019	CENTER BLADE/END BLADE/PLOW BOLTS	0.00	1,392.36	
<u>002-065-53900</u>		ROAD & BRIDGE MATER		CENTER BLADE/END BLAD	1,392.36	
<u>IN0075820</u>	Invoice	03/26/2019	END BLADE	0.00	280.34	
<u>002-065-53900</u>		ROAD & BRIDGE MATER		END BLADE	280.34	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
210217	JAUNITA MCKEEN	04/12/2019	Regular	0.00	100.00	202579
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>1903230009</u>	Invoice	03/23/2019	AUSTIN EMS RUN	0.00	100.00	
<u>001-016-51032</u>		VOLUNTEER STIPEND		AUSTIN EMS RUN	100.00	
210223	JESSI SWANGER	04/12/2019	Regular	0.00	53.00	202580
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>4/23/19 - 4/25/1</u>	Invoice	03/26/2019	ASSESSOR CONFERENCE - ADVANCE	0.00	53.00	
<u>001-006-53940</u>		TRAVEL AND TRAINING		ASSESSOR CONFERENCE -	53.00	
210108	JNM MATERIALS TESTING	04/12/2019	Regular	0.00	15,140.00	202581
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>36</u>	Invoice	03/23/2019	FIRE POND LINING PRJCT: PWP LA-2018-1	0.00	6,900.00	
<u>055-000-53280</u>		ENGINEERING		FIRE POND LINING PRJCT:	6,900.00	
<u>37</u>	Invoice	03/23/2019	WHITE KNIFE PROJECT - FA-18	0.00	4,045.00	
<u>055-000-53946</u>		WATER PROJECT		WHITE KNIFE PROJECT - F	4,045.00	
<u>39</u>	Invoice	03/29/2019	WHITE KNIFE PROJECT - FA-18	0.00	4,195.00	
<u>055-000-53946</u>		WATER PROJECT		WHITE KNIFE PROJECT - F	4,195.00	
210029	JOHNSON CONTROLS SECURITY SOL	04/12/2019	Regular	0.00	2,496.83	202582
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>32133801</u>	Invoice	03/09/2019	01300 116010050 - CIVIC CENTER	0.00	366.10	
<u>052-057-53920</u>		SERVICE AND SUPPLIES		01300 116010050 - CIVIC	366.10	
<u>32133802</u>	Invoice	03/09/2019	01300 116012705 - CIVIC CENTER	0.00	336.95	
<u>052-057-53920</u>		SERVICE AND SUPPLIES		01300 116012705 - CIVIC	336.95	
<u>32174623</u>	Credit Memo	03/10/2019	01300 116010050 - CIVIC CENTER	0.00	-366.10	
<u>052-057-53920</u>		SERVICE AND SUPPLIES		01300 116010050 - CIVIC	-366.10	
<u>32174624</u>	Credit Memo	03/10/2019	01300 116012705 - CIVIC CENTER	0.00	-336.95	
<u>052-057-53920</u>		SERVICE AND SUPPLIES		01300 116012705 - CIVIC	-336.95	
<u>32182637</u>	Invoice	03/14/2019	01300 116010050 - CIVIC CENTER	0.00	128.41	
<u>052-057-53920</u>		SERVICE AND SUPPLIES		01300 116010050 - CIVIC	128.41	
<u>32250843</u>	Invoice	03/11/2019	01300 1160093004-QUARTERLY BILLING	0.00	2,368.42	
<u>001-009-53919</u>		SERVICES CONTRACT		01300 1160093004-QUAR	2,368.42	
000920	JORDAN'S TRUCK & TRAILER EQUIP	04/12/2019	Regular	0.00	434.43	202583
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>223952</u>	Invoice	03/21/2019	RAM ASSY / STREET ELBOW / SWIVEL HO	0.00	434.43	
<u>002-065-53880</u>		REPAIR & MAINTENANC		RAM ASSY / STREET ELBO	434.43	
208538	J-U-B ENGINEERS, INC.	04/12/2019	Regular	0.00	10,026.64	202584
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>0124052</u>	Invoice	03/25/2019	PRJCT: 10-18-022 2018 LANDER/BM GEN	0.00	4,774.43	
<u>380-000-53947</u>		FAA BATTLE MTN. GRA		PRJCT: 10-18-022 2018 LA	4,774.43	
<u>0124053</u>	Invoice	03/25/2019	PRJCT: 10-18-022 2018 LANDER/BM GEN	0.00	2,687.62	
<u>380-000-53947</u>		FAA BATTLE MTN. GRA		PRJCT: 10-18-022 2018 LA	2,687.62	
<u>0124054</u>	Invoice	03/25/2019	PRJCT: 10-17-164 REALIGN TAXIWAY C F	0.00	431.66	
<u>380-000-53947</u>		FAA BATTLE MTN. GRA		PRJCT: 10-17-164 REALIGN	431.66	
<u>0124055</u>	Invoice	03/25/2019	PRJCT: 10-17-080 BM REMOTE FUEL SYST	0.00	727.71	
<u>380-000-53947</u>		FAA BATTLE MTN. GRA		PRJCT: 10-17-080 BM REM	727.71	
<u>0124056</u>	Invoice	03/25/2019	PRJCT: 10-17-079 AUSTIN JET A FUELING	0.00	747.46	
<u>380-000-53949</u>		FAA AUSTIN GRANT		PRJCT: 10-17-079 AUSTIN J	747.46	

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<u>0124098</u>	Invoice	03/25/2019	PRJCT: 10-16-062 AUSTIN AIRPORT MAST	0.00	657.76	
<u>380-000-53949</u>		FAA AUSTIN GRANT	PRJCT: 10-16-062 AUSTIN		657.76	
209827	JUDIE A. ALLAN	04/12/2019	Regular	0.00	336.00	202585
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>3/29/19</u>	Invoice	04/01/2019	REIMBURSEMENT TRAVEL - NACO - CARS	0.00	336.00	
<u>001-001-53940</u>		TRAVEL AND TRAINING		REIMBURSEMENT TRAVEL	336.00	
001096	KEYSTONE VETERINARY HOSPITAL	04/12/2019	Regular	0.00	75.00	202586
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>127987</u>	Invoice	03/19/2019	SPAY/NEUTER VOUCHER VC701987 (PAN	0.00	75.00	
<u>001-014-53905</u>		SPAY PROGRAM		SPAY/NEUTER VOUCHER V	75.00	
001836	KIEFER AQUATICS	04/12/2019	Regular	0.00	150.48	202587
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>777940</u>	Invoice	03/28/2019	WATER WONDER KICKBOARD	0.00	150.48	
<u>052-055-53920</u>		SERVICE AND SUPPLIES		WATER WONDER KICKBOA	150.48	
002239	L N CURTIS & SONS	04/12/2019	Regular	0.00	3,303.00	202588
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>INV265515</u>	Invoice	03/18/2019	SCBA ANNUAL FLOW TEST - AUSTIN VOL.	0.00	550.00	
<u>029-000-53991</u>		MINOR EQUIPMENT/FUR		SCBA ANNUAL FLOW TEST	550.00	
<u>INV265520</u>	Invoice	03/18/2019	SCBA ANNUAL FLOW TEST - KINGSTON	0.00	1,043.00	
<u>029-000-53991</u>		MINOR EQUIPMENT/FUR		SCBA ANNUAL FLOW TEST	1,043.00	
<u>INV265522</u>	Invoice	03/18/2019	HURST EDRAULIC ANNUAL SRVC - AUSTIN	0.00	570.00	
<u>029-000-53991</u>		MINOR EQUIPMENT/FUR		HURST EDRAULIC ANNUAL	570.00	
<u>INV265524</u>	Invoice	03/18/2019	HURST EDRAULIC ANNUAL SRVC - KINGST	0.00	750.00	
<u>029-000-53991</u>		MINOR EQUIPMENT/FUR		HURST EDRAULIC ANNUAL	750.00	
<u>INV265535</u>	Invoice	03/18/2019	HURST EDRAULIC ANNUAL SRVC - AUSTIN	0.00	390.00	
<u>029-000-53991</u>		MINOR EQUIPMENT/FUR		HURST EDRAULIC ANNUAL	390.00	
209415	LAKEN SULLIVAN	04/12/2019	Regular	0.00	93.20	202589
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>4/4/19</u>	Invoice	04/04/2019	TRAVEL REIMBURSEMENT POOL PACT - E	0.00	93.20	
<u>001-007-53940</u>		TRAVEL AND TRAINING		REIMBURSEMENT POOL P	93.20	
210332	LANDER COUNTY DISTRICT ATTORN	04/12/2019	Regular	0.00	14.00	202590
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>3/13/19</u>	Invoice	03/29/2019	REFUND FOR LEGAL FEES FOR CERTIFIED	0.00	14.00	
<u>001-021-53480</u>		INVESTIGATIVE COSTS		REFUND FOR LEGAL FEES F	14.00	
210062	LANDER COUNTY RECORDER	04/12/2019	Regular	0.00	35.00	202591
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>4/1/19</u>	Invoice	04/02/2019	RECONVEYANCE FEE - PARCEL #007-267-0	0.00	35.00	
<u>001-000-31200</u>		PENALTIES & INTEREST		RECONVEYANCE FEE - PAR	35.00	
002039	LANDER GUN CLUB	04/12/2019	Regular	0.00	125.00	202592
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>3/14/19</u>	Invoice	04/01/2019	MEMBERSHIP X 5	0.00	125.00	
<u>001-012-53940</u>		TRAVEL AND TRAINING		MEMBERSHIP X 5	125.00	

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209742	LANDER HARDWARE LLC	04/12/2019	Regular	0.00	459.81	202593
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>636816/145500</u>	Invoice	12/10/2018	WIRE TIE RE-BAR	0.00	15.18	
<u>002-066-53920</u>		SERVICE AND SUPPLIES		WIRE TIE RE-BAR	15.18	
<u>636880/145500</u>	Invoice	12/12/2018	CLOGBUSTER	0.00	39.98	
<u>002-066-53920</u>		SERVICE AND SUPPLIES		CLOGBUSTER	39.98	
<u>636990/145500</u>	Invoice	12/17/2018	HARDWARE SUPPLIES / LIGHT BULBS	0.00	23.66	
<u>002-066-53920</u>		SERVICE AND SUPPLIES		HARDWARE SUPPLIES / LI	23.66	
<u>637177/145500</u>	Invoice	12/26/2018	EXT CORD	0.00	12.99	
<u>002-066-53920</u>		SERVICE AND SUPPLIES		EXT CORD	12.99	
<u>637220/145500</u>	Invoice	12/27/2018	ICE MELT	0.00	8.99	
<u>052-057-53920</u>		SERVICE AND SUPPLIES		ICE MELT	8.99	
<u>638328/145500</u>	Invoice	02/12/2019	TRASH BAGS / GLOVES	0.00	28.98	
<u>011-058-53920</u>		SERVICE AND SUPPLIES		TRASH BAGS / GLOVES	28.98	
<u>638693/145500</u>	Invoice	02/27/2019	LIGHT BULBS	0.00	7.98	
<u>011-058-53920</u>		SERVICE AND SUPPLIES		LIGHT BULBS	7.98	
<u>638715/145500</u>	Invoice	02/28/2019	WIRE BRUSH / TORCH KIT	0.00	71.96	
<u>002-066-53920</u>		SERVICE AND SUPPLIES		WIRE BRUSH / TORCH KIT	71.96	
<u>639078/145500</u>	Invoice	03/14/2019	INSULATION	0.00	25.99	
<u>226-000-53920</u>		SERVICE AND SUPPLIES		INSULATION	25.99	
<u>639089/145500</u>	Invoice	03/15/2019	GLOVES / EPOXY MIX / GLUE	0.00	51.96	
<u>052-052-53920</u>		SERVICE AND SUPPLIES		GLOVES / EPOXY MIX / GL	51.96	
<u>639104/145500</u>	Invoice	03/15/2019	BATTERY	0.00	13.99	
<u>226-000-53920</u>		SERVICE AND SUPPLIES		BATTERY	13.99	
<u>639181/145500</u>	Invoice	03/19/2019	KEYS / SPLIT RING	0.00	14.99	
<u>052-052-53920</u>		SERVICE AND SUPPLIES		KEYS / SPLIT RING	14.99	
<u>639334/145500</u>	Invoice	03/25/2019	PIPING/TUBING/VALVES	0.00	62.61	
<u>001-009-59260</u>		JANITORIAL		PIPING/TUBING/VALVES	62.61	
<u>639344/145500</u>	Credit Memo	03/25/2019	SUPPLY SS	0.00	-16.98	
<u>001-009-59260</u>		JANITORIAL		SUPPLY SS	-16.98	
<u>639430/145500</u>	Invoice	03/28/2019	STEEL NAILS / VALVES	0.00	11.98	
<u>001-009-59260</u>		JANITORIAL		STEEL NAILS / VALVES	11.98	
<u>639466/145500</u>	Invoice	03/28/2019	DRAIN CLEANER	0.00	14.58	
<u>001-009-59260</u>		JANITORIAL		DRAIN CLEANER	14.58	
<u>639499/145500</u>	Invoice	03/29/2019	STRAINER/TAILPIECE/NUT	0.00	25.22	
<u>001-009-59260</u>		JANITORIAL		STRAINER/TAILPIECE/NUT	25.22	
<u>639674/145500</u>	Invoice	04/05/2019	SINK TAILPIECE/STRAINER/CHAINS AW FIL	0.00	45.75	
<u>001-009-59260</u>		JANITORIAL		SINK TAILPIECE/STRAINER/	45.75	
	Void	04/12/2019	Regular	0.00	0.00	202594
209999	LESLIE'S SWIMMING POOL SUPPLIES	04/12/2019	Regular	0.00	372.18	202595
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>00693-01-017061</u>	Invoice	03/28/2019	ACID / CHLORINE	0.00	372.18	
<u>052-055-53920</u>		SERVICE AND SUPPLIES		ACID / CHLORINE	372.18	
208913	LEXISNEXIS RISK SOLUTIONS	04/12/2019	Regular	0.00	119.41	202596
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>1516826-201902</u>	Invoice	02/28/2019	FEBRUARY 2019 - 1 USER	0.00	119.41	
<u>001-024-53920</u>		SERVICE AND SUPPLIES		FEBRUARY 2019 - 1 USER	119.41	
210123	LIFELOC TECHNOLOGIES INC.	04/12/2019	Regular	0.00	1,827.80	202597

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>W18140051-19</u>	Invoice	03/25/2019	FC10PLUS EXTENDED SERVICE PLAN FOR	0.00	1,827.80	
<u>001-012-53560</u>		MAINTENANCE/CONTRA		FC10PLUS EXTENDED SERV	1,827.80	
003665	LURA DUVALL	04/12/2019	Regular	0.00	360.40	202598
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>4/23/19 - 4/25/1</u>	Invoice	03/26/2019	ASSESSOR CONFERENCE - ADVANCE	0.00	360.40	
<u>001-006-53940</u>		TRAVEL AND TRAINING		ASSESSOR CONFERENCE -	360.40	
210259	MARTY ANN ECHEVARRIA	04/12/2019	Regular	0.00	750.00	202599
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>#3</u>	Invoice	03/31/2019	SECRETARIAL SERVICES	0.00	750.00	
<u>093-000-59950</u>		MISCELLANEOUS		SECRETARIAL SERVICES	750.00	
002500	MIDWAY MARKET	04/12/2019	Regular	0.00	19.90	202600
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>01-1921596</u>	Invoice	03/15/2019	BOTTLED WATER - WATER & SEWER	0.00	19.90	
<u>052-052-53920</u>		SERVICE AND SUPPLIES		BOTTLED WATER - WATER	19.90	
207383	MOLLY GONZALEZ	04/12/2019	Regular	0.00	53.00	202601
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>4/23/19 - 4/25/1</u>	Invoice	03/26/2019	ASSESSOR CONFERENCE - ADVANCE	0.00	53.00	
<u>001-006-53940</u>		TRAVEL AND TRAINING		ASSESSOR CONFERENCE -	53.00	
209979	NAPA AUTO PARTS	04/12/2019	Regular	0.00	761.19	202602
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>355933/52703</u>	Invoice	03/14/2019	ROPE HANDLE	0.00	4.32	
<u>002-066-53880</u>		REPAIR & MAINTENANC		ROPE HANDLE	4.32	
<u>355955/52703</u>	Invoice	03/14/2019	FITTINGS / FILTERS / HOSES / WATER PU	0.00	766.16	
<u>002-065-53880</u>		REPAIR & MAINTENANC		FITTINGS / FILTERS / HOSE	766.16	
<u>355961/52703</u>	Credit Memo	03/14/2019	FRONT AXLE SHAFT	0.00	-366.95	
<u>002-065-53880</u>		REPAIR & MAINTENANC		FRONT AXLE SHAFT	-366.95	
<u>355970/52703</u>	Invoice	03/14/2019	THERMOSTAT	0.00	21.13	
<u>002-065-53880</u>		REPAIR & MAINTENANC		THERMOSTAT	21.13	
<u>356357/52703</u>	Invoice	03/19/2019	BATTERY / CORE DEPOSIT	0.00	35.99	
<u>052-052-53880</u>		REPAIR & MAINTENANC		BATTERY / CORE DEPOSIT	35.99	
<u>356443/52703</u>	Invoice	03/20/2019	HOSES / BELTS	0.00	300.54	
<u>002-065-53880</u>		REPAIR & MAINTENANC		HOSES / BELTS	300.54	
003425	NATIONWIDE DRAFTING & OFFICE S	04/12/2019	Regular	0.00	2,218.83	202603
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>19-66969</u>	Invoice	03/05/2019	COPY PAPER / TONER / OFFICE SUPPLIES	0.00	2,218.83	
<u>001-003-53920</u>		SERVICE AND SUPPLIES		COPY PAPER / TONER / OF	2,218.83	
210333	NEVADA ASSESSORS' ASSOCIATION	04/12/2019	Regular	0.00	280.00	202604
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>3/25/19</u>	Invoice	03/25/2019	ASSESSOR SPRING CONFERENCE 2019 RE	0.00	280.00	
<u>001-006-53940</u>		TRAVEL AND TRAINING		ASSESSOR SPRING CONFER	280.00	
209246	NEVADA YAMAS CONTROLS	04/12/2019	Regular	0.00	1,520.00	202605

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>52778</u>	Invoice	03/27/2019	CK DOMESTIC PROGRAMMING FOR NEW	0.00	1,520.00	
<u>001-013-53560</u>		MAINTENANCE/CONTRA		CK DOMESTIC PROGRAM	1,520.00	
207202	PATSY WAITS	04/12/2019	Regular	0.00	46.00	202606
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>3/28/19 - 3/29/1</u>	Invoice	04/04/2019	REIMBURSEMENT NACO - CARSON CITY	0.00	46.00	
<u>001-001-53940</u>		TRAVEL AND TRAINING		REIMBURSEMENT NACO -	46.00	
002906	PERFORMANCE COMPUTING	04/12/2019	Regular	0.00	4,737.50	202607
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>1148615</u>	Invoice	03/15/2019	ROAD & BRIDGE	0.00	80.00	
<u>002-066-53980</u>		UTILITIES		ROAD & BRIDGE	80.00	
<u>1149489</u>	Invoice	03/26/2019	ASSESSOR	0.00	1,195.00	
<u>001-035-53200</u>		COMPUTER SERVICE		ASSESSOR	1,195.00	
<u>1149490</u>	Invoice	03/26/2019	ASSESSOR	0.00	1,345.00	
<u>001-035-53200</u>		COMPUTER SERVICE		ASSESSOR	1,345.00	
<u>1149491</u>	Invoice	03/26/2019	ASSESSOR	0.00	1,195.00	
<u>001-035-53200</u>		COMPUTER SERVICE		ASSESSOR	1,195.00	
<u>1149493</u>	Invoice	03/26/2019	ASSESSOR	0.00	862.50	
<u>001-035-53200</u>		COMPUTER SERVICE		ASSESSOR	862.50	
<u>1149527</u>	Invoice	03/15/2019	GOLF CLUB	0.00	60.00	
<u>001-005-59205</u>		PROFESSIONAL SERVICES		GOLF CLUB	60.00	
003805	PETERBILT TRUCK PARTS & EQUIPM	04/12/2019	Regular	0.00	178.92	202608
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>7179372</u>	Invoice	03/21/2019	BRACKET-FENDER	0.00	178.92	
<u>002-066-53880</u>		REPAIR & MAINTENANC		BRACKET-FENDER	178.92	
207183	PITNEY BOWES	04/12/2019	Regular	0.00	180.00	202609
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>1011589679</u>	Invoice	03/11/2019	0012053274 - RENTAL CHARGES	0.00	180.00	
<u>001-021-53676</u>		POSTAGE		0012053274 - RENTAL CH	180.00	
209822	POINT S BATTLE MTN TIRE & AUTO	04/12/2019	Regular	0.00	1,532.52	202610
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>1048055</u>	Invoice	03/29/2019	UNIT 25	0.00	208.12	
<u>001-012-53880</u>		REPAIR & MAINTENANC		UNIT 25	208.12	
<u>1048179</u>	Invoice	03/14/2019	FIRESTONE TUBE	0.00	12.00	
<u>002-065-53880</u>		REPAIR & MAINTENANC		FIRESTONE TUBE	12.00	
<u>1048295</u>	Invoice	03/19/2019	TIRES - FORD F-150	0.00	1,022.00	
<u>002-066-53920</u>		SERVICE AND SUPPLIES		TIRES - FORD F-150	1,022.00	
<u>1048449</u>	Invoice	03/22/2019	MOUNT/DISMOUNT TIRE	0.00	29.00	
<u>002-066-53920</u>		SERVICE AND SUPPLIES		MOUNT/DISMOUNT TIRE	29.00	
<u>1048509</u>	Invoice	03/25/2019	UNIT 9	0.00	145.00	
<u>001-012-53880</u>		REPAIR & MAINTENANC		UNIT 9	145.00	
<u>1048539</u>	Invoice	03/26/2019	UNIT 40	0.00	73.20	
<u>001-012-53880</u>		REPAIR & MAINTENANC		UNIT 40	73.20	
<u>1048540</u>	Invoice	03/26/2019	UNIT 32	0.00	43.20	
<u>001-012-53880</u>		REPAIR & MAINTENANC		UNIT 32	43.20	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
004369	POWERPLAN - OIB	04/12/2019	Regular	0.00	3,275.83	202611
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>11383478</u>	Invoice	03/21/2019	HOSE FITTING / BULK HOSE / O-RINGS	0.00	171.81	
<u>002-065-53880</u>		REPAIR & MAINTENANC		HOSE FITTING / BULK HOS	171.81	
<u>1644970</u>	Invoice	03/11/2019	SERVICE ON 644J EQUIPMENT	0.00	3,104.02	
<u>002-066-53880</u>		REPAIR & MAINTENANC		SERVICE ON 644J EQUIPM	3,104.02	
209674	PURCHASE POWER	04/12/2019	Regular	0.00	1,220.99	202612
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>3/21/19</u>	Invoice	03/21/2019	8000-9090-0956-8424 / POSTAGE	0.00	1,220.99	
<u>001-006-53676</u>		POSTAGE		8000-9090-0956-8424 / P	1,220.99	
209879	QUEST MEDIA AND SUPPLIES, INC	04/12/2019	Regular	0.00	22,285.00	202613
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>482099</u>	Invoice	03/01/2019	MANAGED SERVICES CONTRACT JOB 472	0.00	22,285.00	
<u>001-035-53200</u>		COMPUTER SERVICE		MANAGED SERVICES CON	22,285.00	
003201	QUILL CORP	04/12/2019	Regular	0.00	68.97	202614
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>5873399/C18194</u>	Invoice	03/13/2019	PRINTER INK	0.00	68.97	
<u>001-009-59260</u>		JANITORIAL		PRINTER INK	68.97	
210321	QUILL CORP	04/12/2019	Regular	0.00	53.55	202615
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>5810124/C54946</u>	Invoice	03/13/2019	BINDERS / INDEX CARDS / LABELS	0.00	53.55	
<u>003-040-53920</u>		SERVICE AND SUPPLIES		BINDERS / INDEX CARDS /	53.55	
210281	QUILL CORP.	04/12/2019	Regular	0.00	372.17	202616
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>6019155/C19160</u>	Invoice	03/21/2019	FILE FOLDERS	0.00	9.29	
<u>001-023-53920</u>		SERVICE AND SUPPLIES		FILE FOLDERS	9.29	
<u>6024649/C19160</u>	Invoice	03/21/2019	ELECTRIC FAN HEATER	0.00	25.99	
<u>001-023-53920</u>		SERVICE AND SUPPLIES		ELECTRIC FAN HEATER	25.99	
<u>6086301/C19160</u>	Invoice	03/21/2019	POST ITS/WHITEOUT/BNDR CLIPS/CARD F	0.00	236.90	
<u>001-023-53920</u>		SERVICE AND SUPPLIES		POST ITS/WHITEOUT/BND	236.90	
<u>6090676/C19160</u>	Invoice	03/22/2019	FILE CABINET	0.00	99.99	
<u>001-023-53920</u>		SERVICE AND SUPPLIES		FILE CABINET	99.99	
210303	QUILL CORP.	04/12/2019	Regular	0.00	7.99	202617
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>4899733/C86863</u>	Invoice	02/05/2019	TOILET BWL CLEANER	0.00	7.99	
<u>001-001-53920</u>		SERVICE AND SUPPLIES		TOILET BWL CLEANER	7.99	
210280	QUILL CORP.	04/12/2019	Regular	0.00	44.98	202618
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>5297557/C10492</u>	Invoice	02/20/2019	PLANNER/ORGANIZER	0.00	44.98	
<u>001-021-53920</u>		SERVICE AND SUPPLIES		PLANNER/ORGANIZER	44.98	
210278	QUILL CORP.	04/12/2019	Regular	0.00	368.47	202619

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
5699641/538283	Credit Memo	03/21/2019	COMMERCIAL BREWING SYSTEM	0.00	-299.99	
001-006-53920		SERVICE AND SUPPLIES	COMMERCIAL BREWING S		-299.99	
5699641/C81609	Invoice	03/07/2019	COMMERCIAL BREWING SYSTEM	0.00	299.99	
001-006-53920		SERVICE AND SUPPLIES	COMMERCIAL BREWING S		299.99	
5739009/C81609	Invoice	03/05/2019	ENVELOPES	0.00	195.98	
001-006-53920		SERVICE AND SUPPLIES	ENVELOPES		195.98	
5814451/542953	Credit Memo	03/26/2019	3 SHELF TUB CART	0.00	-173.99	
001-006-53920		SERVICE AND SUPPLIES	3 SHELF TUB CART		-173.99	
5814451/C81609	Invoice	03/13/2019	3 SHELF TUB CART	0.00	173.99	
001-006-53920		SERVICE AND SUPPLIES	3 SHELF TUB CART		173.99	
5874756/C81609	Invoice	03/05/2019	ENVELOPES	0.00	172.49	
001-006-53920		SERVICE AND SUPPLIES	ENVELOPES		172.49	
210292	QUILL CORP.	04/12/2019	Regular	0.00	801.69	202620
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
5908217/C27923	Invoice	03/15/2019	COPY PAPER / FILES / FOLDERS / ENVELO	0.00	755.17	
001-012-53920		SERVICE AND SUPPLIES	COPY PAPER / FILES / FOL		755.17	
5945724/C27923	Invoice	03/15/2019	FILE FOLDERS / PAPER CLIPS	0.00	46.52	
001-012-53920		SERVICE AND SUPPLIES	FILE FOLDERS / PAPER CLIP		46.52	
210304	QUILL CORP.	04/12/2019	Regular	0.00	491.16	202621
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
5977561/C82422	Invoice	03/20/2019	LABELS / CHAIRS / PENS / PAPER	0.00	464.17	
052-055-53920		SERVICE AND SUPPLIES	LABELS / CHAIRS / PENS /		464.17	
6022152/C82422	Invoice	03/20/2019	PAPER TRAY	0.00	26.99	
052-055-53920		SERVICE AND SUPPLIES	PAPER TRAY		26.99	
004212	RESEARCH AND CONSULTING SERVI	04/12/2019	Regular	0.00	3,243.10	202622
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
JAN 1 - MAR 30 2	Invoice	04/01/2019	FRTC EIS / 2019 TAX COMM / YUCCA MT	0.00	3,243.10	
001-005-59205		PROFESSIONAL SERVICES	FRTC EIS / 2019 TAX COM		3,243.10	
209468	ROBIN SMITH	04/12/2019	Regular	0.00	309.60	202623
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
3/28/19 - 3/29/1	Invoice	04/05/2019	REIMBURSEMENT RENO - PICK UP POOL	0.00	309.60	
052-055-53940		TRAVEL AND TRAINING	REIMBURSEMENT RENO -		309.60	
003749	SILVER STATE INTERNATIONAL	04/12/2019	Regular	0.00	824.01	202624
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
SP505486	Invoice	03/12/2019	AIR BAG	0.00	474.18	
002-065-53880		REPAIR & MAINTENANC	AIR BAG		474.18	
SP505663	Invoice	03/13/2019	PACKAGE	0.00	138.99	
002-065-53880		REPAIR & MAINTENANC	PACKAGE		138.99	
SP506351	Invoice	03/18/2019	BELT	0.00	66.48	
002-065-53880		REPAIR & MAINTENANC	BELT		66.48	
SP507203	Invoice	03/25/2019	BELT	0.00	62.78	
002-065-53880		REPAIR & MAINTENANC	BELT		62.78	
SP507278	Invoice	03/25/2019	SLACK	0.00	81.58	
002-065-53880		REPAIR & MAINTENANC	SLACK		81.58	

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210131	SKY MOBILE DETAILING	04/12/2019	Regular	0.00	250.00	202625
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>1181805</u>	Invoice	04/03/2019	FULL INTERIOR SHAMPOO	0.00	250.00	
<u>001-009-59260</u>	JANITORIAL		FULL INTERIOR SHAMPOO		250.00	
209489	SPACESAVER INTERMOUNTAIN	04/12/2019	Regular	0.00	378.00	202626
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>79888</u>	Invoice	03/25/2019	COLORFLEX LABELS	0.00	378.00	
<u>001-002-53260</u>	DUES AND SUBSCRIPTIO		COLORFLEX LABELS		378.00	
000700	ST OF NEVADA DMV & PUBLIC SAFE	04/12/2019	Regular	0.00	7.00	202627
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>4/1/19</u>	Invoice	04/01/2019	2020 PETERBILT REGISTRATION	0.00	7.00	
<u>002-066-53920</u>	SERVICE AND SUPPLIES		2020 PETERBILT REGISTRA		7.00	
208009	ST OF NEVADA MANUFACTURED HC	04/12/2019	Regular	0.00	1,250.00	202628
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>4/2/19</u>	Invoice	04/02/2019	25 INSTALLATION LABELS - ANNA PENOLA	0.00	1,250.00	
<u>001-000-32100</u>	BUILDING PERMITS		25 INSTALLATION LABELS -		1,250.00	
209055	STEPHEN PRIEST	04/12/2019	Regular	0.00	59.50	202629
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>3/25/19</u>	Invoice	04/03/2019	CORONER STIPEND + UNDER PAYMENT	0.00	59.50	
<u>001-012-53940</u>	TRAVEL AND TRAINING		CORONER STIPEND + UND		59.50	
207717	SUMMIT ENGINEERING CORP.	04/12/2019	Regular	0.00	15,715.00	202630
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>44703</u>	Invoice	04/05/2019	PRJCT: 1-30697 BM LEVEE FA-28	0.00	530.00	
<u>055-000-54018</u>	BATTLE MTN FLOOD LE		PRJCT: 1-30697 BM LEVEE		530.00	
<u>44704</u>	Invoice	04/05/2019	PRJCT: 1-30697 BM LEVEE FA-28	0.00	5,372.50	
<u>055-000-54018</u>	BATTLE MTN FLOOD LE		PRJCT: 1-30697 BM LEVEE		5,372.50	
<u>44706</u>	Invoice	04/05/2019	PRJCT: 1-30027 LC ACTING ENGINEER FA	0.00	255.00	
<u>055-000-53280</u>	ENGINEERING		PRJCT: 1-30027 LC ACTIN		255.00	
<u>44718</u>	Invoice	04/05/2019	PRJCT: 1-29735 TOWN OF AUSTIN SURVE	0.00	9,557.50	
<u>029-000-54010</u>	NEW FIXED ASSETS		PRJCT: 1-29735 TOWN OF		9,557.50	
209844	SUSAN M. DERISO	04/12/2019	Regular	0.00	624.20	202631
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>4/3/19 - 4/5/19</u>	Invoice	04/05/2019	TRAVEL REIMBURSEMENT - SENIOR JUDG	0.00	624.20	
<u>001-023-53940</u>	TRAVEL AND TRAINING		TRAVEL REIMBURSEMENT		624.20	
210124	SWIMOUTLET.COM	04/12/2019	Regular	0.00	713.41	202632
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>16624619</u>	Invoice	03/27/2019	GOGGLES / POOL NOODLES / BEACH BALL	0.00	713.41	
<u>052-055-53920</u>	SERVICE AND SUPPLIES		GOGGLES / POOL NOODLE		713.41	
207536	SYSCO	04/12/2019	Regular	0.00	1,379.37	202633

Check Register

Packet: APPKT00073-4/11/19 - COMMISSION

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
285264113	Invoice	01/23/2019	RAW FOOD	0.00	332.75	
009-045-59251		RAW FOOD	RAW FOOD		199.65	
009-047-59251		RAW FOOD	RAW FOOD		133.10	
285356667	Invoice	03/20/2019	RAW FOOD	0.00	522.40	
009-045-59251		RAW FOOD	RAW FOOD		313.44	
009-047-59251		RAW FOOD	RAW FOOD		208.96	
285367575	Invoice	03/27/2019	RAW FOOD	0.00	438.07	
009-045-59251		RAW FOOD	RAW FOOD		262.84	
009-047-59251		RAW FOOD	RAW FOOD		175.23	
285369882	Invoice	03/28/2019	RAW FOOD	0.00	86.15	
009-045-59253		KITCHEN SUPPLIES	RAW FOOD		51.69	
009-047-59253		KITCHEN SUPPLIES	RAW FOOD		34.46	
004994	SYSKO LAS VEGAS, INC.	04/12/2019	Regular	0.00	591.15	202634
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
117857824	Invoice	03/21/2019	RAW FOOD	0.00	219.06	
009-044-59251		RAW FOOD	RAW FOOD		219.06	
117865239	Invoice	03/28/2019	RAW FOOD	0.00	372.09	
009-044-59251		RAW FOOD	RAW FOOD		372.09	
209252	TETON SIGNS	04/12/2019	Regular	0.00	8,860.00	202635
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
5238	Invoice	04/01/2019	GRAPHICS/REFLECTIVE PRINT/LIGHTING -	0.00	8,860.00	
029-000-53991		MINOR EQUIPMENT/FUR	INTEGRATED LIGHTING CO		1,225.00	
029-000-53991		MINOR EQUIPMENT/FUR	LEPC TRAILER ADDITIONS		3,350.00	
056-000-54010		NEW FIXED ASSETS	FIRE TRUCK GRAPHICS		435.00	
057-000-54032		FIRST RESPONDER	REFLECTIVE PRINT MEDIA		3,850.00	
210336	THE GRAPHICS FACTORY	04/12/2019	Regular	0.00	2,200.00	202636
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
LCSO-JENKINS	Invoice	11/23/2018	ARMIS SE BASE VEST JENKINS / ROBERTS	0.00	2,200.00	
001-012-53271		SPECIAL RESPONSE TEA	ARMIS SE BASE VEST JENKI		2,200.00	
210327	THE LIFEGUARD STORE	04/12/2019	Regular	0.00	144.00	202637
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
INV806497	Invoice	03/26/2019	HOODED SWEATSHIRTS	0.00	144.00	
052-055-59950		MISCELLANEOUS	HOODED SWEATSHIRTS		144.00	
207758	THOLL FENCE	04/12/2019	Regular	0.00	1,468.75	202638
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
17669	Invoice	03/22/2019	ADJUSTED EXIT GATE MOTOR BELT / BAL	0.00	1,468.75	
001-009-53560		MAINTENANCE/CONTRA	ADJUSTED EXIT GATE MOT		1,468.75	
004471	THOMSON REUTERS - WEST	04/12/2019	Regular	0.00	1,644.30	202639
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
839872780	Invoice	03/01/2019	FEBRUARY 2019	0.00	1,644.30	
001-021-53520		LAW LIBRARY	FEBRUARY 2019		1,644.30	
208034	TINA MARIE BISIAUX	04/12/2019	Regular	0.00	180.00	202640

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>3/2/19 - 3/12/19</u>	Invoice	03/18/2019	PATCH CHANGES	0.00	180.00	
<u>284-000-53920</u>		SERVICE AND SUPPLIES		PATCH CHANGES	180.00	
210069	TOM GRANSBERY	04/12/2019	Regular	0.00	2,103.04	202641
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>3/25/19 - 3/29/19</u>	Invoice	03/29/2019	TRAVEL REIMBURSEMENT FOR CONTRAC	0.00	423.04	
<u>001-005-59205</u>		PROFESSIONAL SERVICES		TRAVEL REIMBURSEMENT	423.04	
<u>3/25/19 - 3/29/19</u>	Invoice	04/01/2019	CONTRACT WORK FOR FINANCE	0.00	1,680.00	
<u>001-005-59205</u>		PROFESSIONAL SERVICES		CONTRACT WORK FOR FIN	1,680.00	
208684	TORRES AMBULATORY VETERINARY	04/12/2019	Regular	0.00	100.00	202642
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>8586</u>	Invoice	03/18/2019	FELINE NEUTER (VC727148-HENRY/VC727	0.00	100.00	
<u>001-014-53903</u>		FERAL CAT PROGRAM		FELINE NEUTER (VC727148	100.00	
210343	UNITED CONSTRUCTION COMPANY	04/12/2019	Regular	0.00	101,131.16	202643
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>18110690001</u>	Invoice	03/31/2019	LC IMPROVEMENT PROJECT	0.00	101,131.16	
<u>029-000-54010</u>		NEW FIXED ASSETS		LC IMPROVEMENT PROJEC	101,131.16	
001973	USA BLUE BOOK	04/12/2019	Regular	0.00	256.55	202644
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>836864</u>	Invoice	03/12/2019	MAGNETOMATIC PIPE LOCATOR/HYDRAN	0.00	256.55	
<u>236-000-53920</u>		SERVICE AND SUPPLIES		MAGNETOMATIC PIPE LOC	256.55	
210335	UTAH STATE UNIVERSITY	04/12/2019	Regular	0.00	2,500.00	202645
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>308841</u>	Invoice	04/01/2019	NV ST GRAZING BRD, N-6 GRAZING DST C	0.00	2,500.00	
<u>093-000-59950</u>		MISCELLANEOUS		NV ST GRAZING BRD, N-6	2,500.00	
004316	VIPER GLASS LLC	04/12/2019	Regular	0.00	346.15	202646
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>13863</u>	Invoice	02/21/2019	REPLACE GLASS - 2013 KENWORTH	0.00	346.15	
<u>226-000-53920</u>		SERVICE AND SUPPLIES		REPLACE GLASS - 2013 KE	346.15	
000309	VOGUE LINEN-UNIFORM RENT	04/12/2019	Regular	0.00	1,042.78	202647
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>2928122</u>	Invoice	03/07/2019	AUSTIN - UNIFORM	0.00	111.45	
<u>029-000-53991</u>		MINOR EQUIPMENT/FUR		AUSTIN - UNIFORM	111.45	
<u>2928123</u>	Invoice	03/07/2019	BATTLE MOUNTAIN - UNIFORM	0.00	153.62	
<u>029-000-53991</u>		MINOR EQUIPMENT/FUR		BATTLE MOUNTAIN - UNIF	153.62	
<u>2929484</u>	Invoice	03/14/2019	AUSTIN - UNIFORM	0.00	92.49	
<u>029-000-53991</u>		MINOR EQUIPMENT/FUR		AUSTIN - UNIFORM	92.49	
<u>2929485</u>	Invoice	03/14/2019	BATTLE MOUNTAIN - UNIFORM	0.00	141.20	
<u>029-000-53991</u>		MINOR EQUIPMENT/FUR		BATTLE MOUNTAIN - UNIF	141.20	
<u>2930836</u>	Invoice	03/21/2019	AUSTIN - UNIFORM	0.00	92.49	
<u>029-000-53991</u>		MINOR EQUIPMENT/FUR		AUSTIN - UNIFORM	92.49	
<u>2930837</u>	Invoice	03/21/2019	BATTLE MOUNTAIN - UNIFORM	0.00	217.74	
<u>029-000-53991</u>		MINOR EQUIPMENT/FUR		BATTLE MOUNTAIN - UNIF	217.74	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2932198	Invoice	03/28/2019	AUSTIN - UNIFORM	0.00	92.49	
029-000-53991		MINOR EQUIPMENT/FUR	AUSTIN - UNIFORM		92.49	
2932199	Invoice	03/28/2019	BATTLE MOUNTAIN - UNIFORM	0.00	141.30	
029-000-53991		MINOR EQUIPMENT/FUR	BATTLE MOUNTAIN - UNIF		141.30	
208877	WESTERN NV KENWORTH, LLC	04/12/2019	Regular	0.00	390.05	202648
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
KN37721	Invoice	03/07/2019	CROSSTUBE & END ASY-FF9	0.00	390.05	
002-065-53880		REPAIR & MAINTENANC		CROSSTUBE & END ASY-FF	390.05	
210294	WINNEMUCCA PUBLISHING CO., INC	04/12/2019	Regular	0.00	83.95	202649
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
3228	Invoice	03/27/2019	500232 / APRIL 10, 2019	0.00	83.95	
001-008-53920		SERVICE AND SUPPLIES		500232 / APRIL 10, 2019	83.95	
208904	YESCO LLC	04/12/2019	Regular	0.00	468.33	202650
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INY-0146587	Invoice	04/01/2019	625 S BROAD ST - MAINTENANCE AGREE	0.00	468.33	
025-000-53880		REPAIR & MAINTENANC		625 S BROAD ST - MAINTEN	468.33	
002722	ZIMMERMAN VETERINARY SERVICE	04/12/2019	Regular	0.00	250.00	202651
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
3693	Invoice	03/19/2019	SPAY/NEUTER VC728328 (BELLA)	0.00	75.00	
001-014-53905		SPAY PROGRAM		SPAY/NEUTER VC728328 (75.00	
3695	Invoice	03/20/2019	SPAY/NEUTER VC720623 (LUNA)	0.00	75.00	
001-014-53905		SPAY PROGRAM		SPAY/NEUTER VC720623 (75.00	
3700	Invoice	03/21/2019	SPAY/NEUTER-VC730034 (SANDERSON) V	0.00	100.00	
001-014-53903		FERAL CAT PROGRAM		SPAY/NEUTER-VC730034 (100.00	

Bank Code AP POOL OPERATING Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	218	106	0.00	405,920.19
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	218	107	0.00	405,920.19

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	4/2019	405,920.19
			<u>405,920.19</u>

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __1__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding the Battle Mountain Levee Project presented by Tom Gallagher of Summit Engineering, and all other matters properly related thereto.

Public Comment:

Background: Discussion regarding the Battle Mountain Levee Project

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __2__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding The Lander County Community Health Nursing Program and whether to continue the program as a county funded program or a state funded program, and all other matters properly related thereto.

Public Comment:

Background: **Continued discussion**

Recommended Action:

Pay History

Close Form | Print Screen | Help | TCM (U)

03/01/19 - Regular Payroll: 2/11/2019-2/24/2019

General | Earnings | Deductions | Taxes | Direct Deposit | TCM

Pay Code: PERS E/R MATCH Distribution: _____

Position: Health Nurse Account: 003.040.51020

Rate: PERS E/R MATCH Project Account: _____

Rate Amount: 470.970720

Units: _____ Leave: _____

Override Amount: ☐ Date: _____

Pay Amount: \$470.97 Description: _____

Limit Reached: ☐ Workers' Compensation: _____

Accrual Entry: ☐ Workers' Comp Code: Gov't Employees, Not Otherw...

 WC OT Factor Type: Straight Time

Source: Base Pay FLSA: ☐

Sequence	Pay Code	Position	Rate	Description	Units	Amount	Leave Date
1	PERS E/R MATCH	Health Nurse	PERS E/R MATCH	PERS E/R MATCH		470.97	
2	SAL	Health Nurse	SALARY	BIWEEKLY WAGES	80.00	3,060.00	

Salary x 26 = 79,560.00

Pay History

Close Form | Print Screen | Help | TCM (1)

1/01/19 - Regular Payroll: 2/11/2019-2/24/2019

General | Earnings | Deductions | Taxes | Direct Deposit | TCM

Deduction Code: HSA BANK EMPLOYER CONTR...

Tier: HSA ER

Subject To: \$0.00

Type	Amount	Percent	Limit Reached	Adjustment	Skip
Employee Amount	\$0.00		<input type="checkbox"/>	\$0.00	<input type="checkbox"/>
Employer Amount	\$268.76	0.00	<input type="checkbox"/>	\$0.00	<input type="checkbox"/>

Deduction Code	Tier Name	EE Amount	EE Adjustment	Skip EE	ER Amount	ER Adjustment	Skip ER	Sub
101 HSA ER	HSA ER				268.76			
424 LIFE INS	LIFE INS	5.13			5.20			
382 HEALTH ER	HSA 4-EE+Famil				1,791.06			
383 HEALTH EE	EE Share after C	60.00						
398 DENTAL INS	Co Pd 4 EE+Fam	0.00			118.37			
131 VISION INS	Co Pd 4 EE+Fam	0.00			21.81			
050 PERS REG	Single	511.99			511.99			

$$\text{Benefits} \times 12 = 26,462.76$$

$$\text{PERS} \times 26 = 25,556.96$$

DOC # 0287111

07/10/2018

02:37 PM

Official Record

Recording requested By

LANDER COUNTY CLERK

Lander County - NV

Lesley Bunch - Recorder

Fee:

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RPTT:

Recorded By: KM

Book-

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0287111

RECORDING REQUESTED BY: LANDER COUNTY CLERK'S OFFICE

ADDRESS: 50 STATE ROUTE 305

CITY/STATE/ZIP: BATTLE MOUNTAIN, NV 89820

**Interlocal Agreement between Lander County and Battle Mountain General
Hospital for the purchase of immunizations, medication, and supplies for the
Community Health Nurse.**

June 28, 2018 Commission Meeting

Item #7

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

This cover page must be typed or printed.



INTERLOCAL AGREEMENT
Between
LANDER COUNTY
And
BATTLE MOUNTAIN GENERAL HOSPITAL

RECITALS

WHEREAS, Lander County is a political subdivision of the State of Nevada hereinafter referred to as "County"; and

WHEREAS, Battle Mountain General Hospital, a District hospital formed and existing pursuant to the provisions of chapter 450 of the Nevada Revised Statutes (NRS), hereinafter referred to as "Hospital," pursuant to NRS Chapter 277; and

WHEREAS, County and Hospital recognize the necessity of entering into a mutually satisfactory arrangement to provide for the immunizations, medication and supplies for the Community Health Nurse (CHN);

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. Obligations of BMGH:
 - A. BMGH shall provide the immunizations, medication and supplies for the CHN.
 - B. BMGH shall provide these items at cost and bill County at the address listed below.
2. Obligations of County:
 - A. County CHN shall provide in written form all immunizations, medication and supplies necessary in the performance of her duties. All items must be signed for and picked up by the CHN only.
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. Liability and Hold Harmless: To the extent authorized by law, County agrees to indemnify and hold harmless BMGH 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 County, its officers, employees or agents. Moreover, County agrees to indemnify and hold harmless BMGH from any claim or



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potential claim from CHN, its officers, employees, agents or guests resulting from any loss, damage, liability, cost or expense caused by any reason.

5. This Agreement constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by County and BMGH. In the event any provision shall be determined to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the other or remaining provisions.

6. Termination: This Agreement may be Terminated prior to the expiration of the term as follows:

A. BMGH or County 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. BMGH and County may agree in writing to terminate this Agreement at any time.

7. 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:

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

BMGH:
Battle Mountain General Hospital
535 South Humboldt Street
Battle Mountain, NV 89820

8. 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.

9. 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:

BMGH:

Battle Mountain General Hospital

By: Jason K. Bleak
Jason K. Bleak
Chief Executive Officer

Date: 7-9-2018

County:

Lander County Board of Commissioners

By: Doug Mills
Doug Mills, Chairperson

Date: 6-28-18



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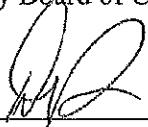
IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the signatures indicated below:

BMGH:
Battle Mountain General Hospital

By: _____
Jason K. Bleak
Chief Executive Officer

Date: _____

County:
Lander County Board of Commissioners

By:  _____
Doug Mills, Chairperson

Date: 6-28-18

**Advanced Practice Registered Nurse
And
Lander County Community Health
Independent Contractor Agreement**

This Agreement is made and entered into by and between Kristen Richardson, APRN (hereinafter referred to as "Independent Contractor" (IC), and Lander County Community Health, a subdivision of Lander County, (hereinafter referred to as "County"),

WHEREAS, the service to be rendered by the IC under this contract requires an active license as an Advanced Practice Registered Nurse (APRN), by the State of Nevada and is qualified to perform services required by this agreement;

WHEREAS, County desires to engage IC to perform such services as reviewing and signing policies and procedures for the family planning program;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to the following:

1. **SERVICES TO BE PERFORMED BY IC** - IC agrees to, but not limited to, the following:
 - a. IC shall be available for correspondence with the RN on duty during hours and days as agreed to in advance with the County.
 - b. IC shall provide services such as telephone consultations and telemedicine appointments when available, for family planning orders.
 - c. IC shall provide scheduled services with clients, such as on-site examinations and family planning visits.
 - d. IC shall provide scheduled services such as on-site teaching APRN and RN students in the family planning role.
 - e. IC shall provide services either on-site or at a distance for policy review and other administrative duties.
 - f. IC shall be compensated for all services mentioned detailed in the fee schedule listed in section 4.
 - g. IC shall be available to attend county meetings as requested and agreed upon in advance with the County.
 - h.
 - i. IC shall perform his/her duties under this Agreement in accordance with the rules of ethics of the nursing profession and all applicable state and federal regulations. Nursing decisions will be made in accordance with accepted nursing practice standards in the community. IC must maintain license to practice in Nevada for the term of this agreement.
2. **INSURANCE** - IC shall obtain and maintain professional liability insurance for the IC in the amount of \$1 million per occurrence, and \$1 million aggregate, IC shall provide evidence of such coverage before IC can or will perform under this agreement.

SUPPORTING FACILITIES AND SERVICES PROVIDED BY THE COUNTY - The

County shall provide the office space, exam rooms, electronic medical records, a system for maintaining medical records, equipment to perform exams and treatment, and other reasonable means to provide care. The County shall provide facilities and equipment in accordance with State of Nevada and Federal guidelines and standards of all regulatory agencies involved. This shall not be the responsibility of the IC.

3. COMPENSATION - IC shall be compensated for services as follows:

- a. \$100.00/hour for scheduled on-site services
- b. \$100.00/hour for administrative services, such as policy review, protocols, licensing, etc.
- c. \$100/hour for correspondence with RN for clinical services, such as telephone orders, telemedicine appointments, etc.
- d. \$50.00/hour for travel time from Reno, or other identified originating location of IC, to and from Lander County offices for on-site services
- e. \$150.00/night for hotel accommodations/incidentals, etc.
- f. Services may be invoiced at a minimum time frame of 30 minutes per service
- g. Fees incurred by the Nevada State Board of Pharmacy for dispensing up to \$500.00 one time
- h. Reimbursement for trainings and related travel, specific to this position, when agreed upon by the County and the IC
- i. The IC shall not seek remunerations from patients or other payment sources contracted within the County for IC services performed pursuant to this agreement
- j. Compensation for the IC shall not exceed \$50,000 per fiscal year
- k. The IC shall submit an invoice for all services rendered and this shall be completed within 30 days of the end of the month, and shall be completed monthly

5. INDEPENDENT CONTRACTOR STATUS AND CERTIFICATION -IC is an independent contractor, not a County employee. IC and County agree to the following rights consistent with an independent contractor relationship:

- a. IC has the right to perform services for others during the term of this Agreement.
- b. IC, in accordance with NRS and Nurse Practice Acts, has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- c. IC shall perform the services required by this Agreement and IC agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein
- d. The County shall not require IC to devote full time to performing the services required by this Agreement.

Further, IC hereby certifies:

- f. That IC is not an employee of the County, and thereby IC waives any and all claims to benefits otherwise provided to employees of the County, including but

not limited to: medical, dental, other personal insurance; retirement benefits, unemployment benefits, and liability or worker's compensation insurance.

- g. That IC is licensed or exempted by the State or other political subdivisions to do business in accordance with applicable law.
 - h. That IC understands that s/he is solely responsible, individually, for federal taxes and social security payments applicable to money received for services herein provided. IC understands that the County will file an IRS Form 1099 for all payments received.
 - i. That IC agrees, as a precondition to the performance of any work under this Agreement, and as a precondition to any obligation of the County to make any payment under this Agreement to provide County with a certificate issued by an insurer or a certificate issued by the Employee's Insurance Company of Nevada (EICN) in accordance with NRS 616B.627, and with a certificate of an insurer showing coverage pursuant to NRS 617.210
9. **TERM AND TERMINATION** - This Agreement shall be in effect from **July 1st, 2018**, through **June 30th, 2020**, unless terminated sooner. The Agreement may be renewed for periods of twelve months, when agreed upon by both parties and a new agreement is signed. This Agreement may be terminated immediately by the County for material breach of any term of this Agreement. Either party may, for any reason, terminate the Agreement by giving the other party 30 day written notice.

The notice must specify a date upon which the termination will be effective, which date may not be less than thirty calendar days from the date of mailing the notice. County shall compensate only services performed up to the final date of termination and such compensation shall be pursuant to the terms of this Agreement.

10. **FUNDINGOUT CLAUSE**: The County reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. If the County does not allocate funds to continue the function performed by the Contractor obtained under this Agreement, this Agreement shall be terminated when appropriated funds expire, without penalty, charge or sanction to the County.

11. **MISCELLANEOUS**

- a. The parties agree that this Agreement is entered into in the State of Nevada and shall therefore be governed by the laws of Nevada without resort to conflict of laws principles.
- b. All notices and other communications in connection with this Agreement shall be in writing.
- c. IC shall comply with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.
- d. IC may not assign or subcontract any rights or obligations under this Agreement except as provided herein without County's prior written approval.
- e. This Agreement constitutes the entire Agreement between the parties and may only be modified by a written amendment signed by the parties hereto.

- f. Severability: If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is similar in effect to the deleted provision. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

Independent Contractor

NAME

Date

County

County Manager

Date

Date

Date

DOC # 0286948

07/02/2018 11:39 AM

Official Record

Recording requested By
LANDER COUNTY CLERK

Lander County - NV

Lesley Bunch - Recorder

Fee: Page 1 of 10

RPTT: Recorded By: KM

Book- 706 Page- 0393



0286948

RECORDING REQUESTED BY: LANDER COUNTY CLERK'S OFFICE

ADDRESS: 50 STATE ROUTE 305

CITY/STATE/ZIP: BATTLE MOUNTAIN, NV 89820

**Interlocal Agreement for Emergency Medical Services between Lander County
and Lander County Hospital District.**

June 14, 2018 Commission Meeting

Item #12

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

This cover page must be typed or printed.



0286948

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Page: 39407/02/2018
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INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES

This INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES, 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 the Lander County Hospital District., hereinafter referred to as ("LCHD").

RECITALS

WHEREAS, LCHD owns and operates a medical facility known as the Battle Mountain General Hospital, hereinafter referred to as ("BMGH"), located at 535 South Humboldt Street, Battle Mountain, Nevada 89820, which provides inpatient, outpatient, long term care, and emergency services; and

WHEREAS, Lander County and LCHD propose to define an ongoing collaborative relationship to provide Emergency Medical Services, hereinafter referred to as ("EMS") in Lander County; and

WHEREAS, Nevada Revised Statutes ("NRS") 277.180 authorizes one or more governments to enter into a contractual agreement to provide governmental services;

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: Lander County and LCHD 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 for a period of three (3) year, commencing on the 1st day of July, 2018 and ending on the 30th day of June, 2021. 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 pay LCHD a stipend in the amount of ten thousand dollars (\$10,000.00) per month, and LCHD and Lander County shall abide by the terms, conditions and limitations as set forth in this Agreement and in Exhibit A, attached.

Additionally, Lander County and LCHD agree to the to following terms:



- a) Any quarter LCHD breaks even, LCHD will forfeit the County Monthly Stipend.
 - b) Any profit will be divided between both parties for said quarter.
 - c) The Lander County Executive Director will have a larger role in EMS, working closely with the LCHD CEO.
 - d) Lander County is to give EMS employees permitted use of County EMS vehicles. New policies will be established to continue EMS permitted use of vehicles.
 - e) EMS to provide all psychiatric transfer:
 - 1) EMS will furnish a two (2) person crew:
 - 1.1) Attendant with a basic life support medical kit;
 - 1.2) Driver;
 - 1.3) Fuel for.
 - 2) Lander County will provide:
 - 2.1) Vehicle with a cage;
 - 2.2) Maintenance of vehicle
 - 2.3) A stipend not to exceed four hundred dollars (\$400.00) per transfer.
- The payment will be based on the hourly rate of pay of the attendant and driver.

5. Liability and Hold Harmless: Each party shall defend any third party claim against the other party arising from the death of or physical injury to any person or damage to the indemnified party's property to the extent proximately caused by the negligence of the indemnifying party or its agents or employees, and indemnify and hold harmless the other party and its respective officers, directors and employees from and against damages, liabilities and reasonable costs and expenses, including reasonable legal fees incurred in connection therewith.

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 LCHD 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 or LCHD may terminate this Agreement in the event of a material breach of the terms and conditions of the Agreement. The non-breaching party shall have the right to terminate this Agreement after providing thirty (30) days written notice to the breaching party, unless such breach is cured to the satisfaction of the non-breaching party within the said thirty (30) days.

C. Lander County and LCHD may agree in writing to terminate this Agreement at any time.

D. If this Agreement is terminated by either party, equipment purchased by Lander County shall be returned to Lander County.

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:

Lander County Hospital District:

LCHD
Attn: Hospital Administrator
535 South Humboldt Street
Battle Mountain, NV 89820

Lander County:

Lander County Commissioners
50 State Route 305
Battle Mountain, NV 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 and LCHD.

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 Eleventh 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 and/or LCHD 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 and or LCHD 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: [Signature]
DOUG MILLS, Chair

Date: 6-14-18

ATTEST:

Sadie Sullivan

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

APPROVED AS TO FORM
AND LEGALITY:

Theodore C. Herrera
THEODORE C. HERRERA

Lander County District Attorney.

LCHD
LANDER COUNTY HOSPITAL DISTRICT
BOARD OF TRUSTEES

By: Jason Bleak
JASON BLEAK, BMGH CEO

Date: 6-27-2018



0286948

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Page: 7 of 10

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: 
DOUG MILLS, Chair

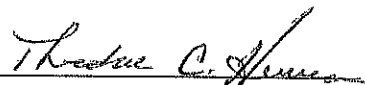
Date: 6-14-18

ATTEST:



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

APPROVED AS TO FORM
AND LEGALITY:



THEODORE C. HERRERA
Lander County District Attorney.

LCHD
LANDER COUNTY HOSPITAL DISTRICT
BOARD OF TRUSTEES

By: _____
JASON BLEAK, BMGH CEO

Date: _____



**EXHIBIT A
SCOPE OF WORK
EMERGENCY MEDICAL SERVICES**

RESPONSIBILITIES OF LCHD AND LANDER COUNTY

Both parties agree that the service levels for both Battle Mountain Ambulance Service and Austin Ambulance Service, as currently licensed by the State of Nevada, shall not be upgraded or reduced without the written, signed agreement of LCHD and LANDER COUNTY. The parties further acknowledge that the ownership of the vehicles and all major equipment currently used in providing EMS services within Lander County shall remain vested with LANDER COUNTY.

RESPONSIBILITIES OF LCHD

LCHD shall assume full responsibility for the following day-to-day operations of the Lander County Emergency Medical Services ("EMS"):

- These operations shall not influence decisions made by EMS Providers, Medical Control or the patient regarding the medical facility to which the patient shall be transported. The patient shall not, however, be transported past the nearest medical facility that can provide appropriate diagnostic and stabilization care unless on-scene EMS Personnel and Medical Control concur that said transport is in the patient's best interest.
- All regular full and part time personnel shall be employees of Battle Mountain General Hospital ("BMGH") and shall be subject to all rules, regulations and policies of BMGH. BMGH shall provide all liability insurance coverage as required by the Nevada Revised Statutes ("NRS") or other organizations that have insurance relationships with BMGH and Lander County; i.e., Liability Cooperative of Nevada and Nevada Public Agency Insurance Pool.
- All volunteers of the EMS Service shall be subject to the rules, regulations and policies approved by BMGH for the volunteer's participation on the EMS Service. BMGH shall provide all liability coverage for the EMS Service volunteers as required by the NRS or other organizations that have insurance relationships with BMGH and Lander County; i.e., Liability Cooperative of Nevada and Nevada Public Agency Insurance Pool.
- BMGH shall ensure that all licensing required for the Lander County EMS System by NRS, Nevada Administrative Code ("NAC") or the Nevada EMS Commission is current. BMGH shall assure that all necessary reports for said licensing are submitted to the appropriate parties as required.
- BMGH shall ensure that all required initial training, certification and continuing medical education courses are reasonably available to EMS personnel. BMGH shall ensure that all personnel scheduled to provide EMS Services shall meet NRS, NAC and Nevada EMS Commission training requirements.



- BMGH shall ensure that all reporting requirements for EMS Services in Lander County not already noted in this AGREEMENT are met as required. BMGH personnel shall collect and tabulate information required to fulfill said reporting requirements.
- BMGH shall ensure that all business office support required by the EMS Service is provided. This shall include, but not be limited to, charging, coding, billing and collection services.
- BMGH shall ensure that the EMS Service is incorporated into the BMGH Risk Management/Quality Assurance System (also known as an Enterprise Risk Management System) and that all required reporting requirements are met.
- General administration of the Lander County EMS Service shall be under the direction of the BMGH Chief Executive Officer.
- BMGH shall ensure that the vehicles used for EMS Services to fulfill this AGREEMENT are regularly inspected to meet licensure requirements and fitness for use as established by the Nevada State EMS Commission.
- LCHD shall make every reasonable effort to obtain grant funding for all vehicle and equipment replacement and additions
- A projected Lander County EMS Service budget for each fiscal year shall be developed, reviewed and approved in a collaborative process between LCHD and LANDER COUNTY.
- A final accounting shall be made at the end of the fiscal year and the appropriate cost reports have been settled and financial records audited. Quarterly payments, interim settlements, cost report adjustments, grant funds, designated contributions and other revenue specific to EMS shall be used to offset Lander County EMS Service expenses. If there is an operating surplus from EMS operations, the surplus shall be divided equally between the LCHD and LANDER COUNTY.
- LCHD shall report to LANDER COUNTY on a monthly basis about the operations and financial performance of Lander County EMS Services in a format to be determined by the LCHD and LANDER COUNTY.
- BMGH shall use the approved budget as an operating guide for the Lander County EMS Service. Exact expense items will be presented to LANDER COUNTY each quarter. At the end of each calendar quarter an interim cost settlement shall be made between LCHD and LANDER COUNTY. The interim cost settlement shall consider expenses, revenues and projected cost report funds. As a result of the interim cost settlement, an operating surplus shall be divided equally between the LCHD and LANDER COUNTY, minus what is to be reimbursed to LANDER COUNTY in excess of the amounts its paid monthly.

RESPONSIBILITIES OF LANDER COUNTY

LANDER COUNTY shall assume full responsibility of the following:

- LANDER COUNTY shall ensure that the vehicles used for EMS Services are licensed, registered, insured, maintained and repaired.
- LANDER COUNTY shall maintain ownership of the vehicles and all major (capital) equipment used in the provision of EMS Services.



- The value of the vehicle inventory and major (capital) equipment used in Lander County EMS Services shall be carried on the books of LANDER COUNTY, subject to straight-line depreciation over the established accounting useful life of the vehicles and/or equipment.
- The value of the vehicles and major equipment currently used in providing EMS services within Lander County shall be determined by taking the AICPA established useful asset life depreciated on a straight-line basis over the period of "in-service" use of each particular asset.
- LANDER COUNTY shall remain responsible for the purchase of new vehicles, and the regular and routine maintenance of the vehicles and all major equipment currently used in providing EMS services within Lander County. There will be a cap on maintenance of \$15,000/per year. Any major repairs over \$10,000 shall be negotiated between the Lander County Board of Commissioners and the Lander County Hospital District Board of Trustees to share payment on the repairs.
- In the event of damage to or demise of LANDER COUNTY vehicles or any major equipment currently used in providing EMS services within Lander County, the LANDER COUNTY insurer will be notified and financial arrangements for the repair or replacement of the vehicle or piece of equipment will be made at the discretion of the LANDER COUNTY.

DOC # 0286939

06/28/2018

02:59 PM

Official Record

Recording requested By

LANDER COUNTY CLERK

Lander County - NV

Lesley Bunch - Recorder

Fee:

Page 1 of 4

RPTT:

Recorded By: LB

Book-

706 Page-0341



0286939

RECORDING REQUESTED BY:

NAME: LANDER COUNTY CLERK'S OFFICE

ADDRESS: 50 STATE ROUTE 305

CITY/STATE/ZIP: BATTLE MOUNTAIN, NV 89820

**INTERLOCAL AGREEMENT
BETWEEN LANDER COUNTY AND
LANDER COUNTY SHERIFF'S OFFICE**

**AN INTERLOCAL AGREEMENT BETWEEN LANDER COUNTY
AND THE LANDER COUNTY SHERIFF'S OFFICE FOR
NON-EMERGENCY MEDICAL NEEDS OF THE INMATES**

COMMISSION MEETING OF JUNE 28, 2018

Item #8

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

This cover page must be typed or printed



**INTERLOCAL AGREEMENT
Between
LANDER COUNTY
And
LANDER COUNTY SHERIFF'S OFFICE**

RECITALS

WHEREAS, LCSO operates a county jail facility in Lander County, Nevada, which houses inmates, and other persons awaiting legal proceedings;

WHEREAS, from time to time, LCSO must provide certain testing and immunizations, and follow up to certain inmates housed within its jail facility;

WHEREAS, the County and LCSO recognize the necessity of entering into a mutually satisfactory arrangement to provide for the non-emergency medical needs of the inmates;

WHEREAS, the parties desire to provide for an agreement in connection with medical services required for the non-emergency needs of the inmates during the term of the Agreement;

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. Obligations of Community Health Nurse (CHN): CHN shall provide the following to LCSO:
 - A. CHN shall provide routine lab collection's, immunizations, and various testing (i.e.: STD, TB, Pregnancy) required in the care of inmates housed at the jail facility. These services will be provided on a fair and equal basis.
 - B. CHN agrees to perform all work and functions at all times in strict accordance with ethical and professional standards of the American Medical Association, and other applicable codes
2. Obligations of LCSO: LCSO shall provide the following to CHN:
 - A. LCSO shall provide a suitable room with appropriate lighting, cleanliness standards, and equipment, including such equipment and supplies as may be necessary to prevent the spread of infectious disease of inmates housed in the facility.



0286939

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- B. LCSO shall provide appropriate protection to insure the safety of the CHN.
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. **Liability and Hold Harmless:** To the extent authorized by law, CHN agrees to indemnify and hold harmless LCSO 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 CHN, its officers, employees or agents. Moreover, CHN agrees to indemnify and hold harmless LCSO from any claim or potential claim from CHN, its officers, employees, agents or guests resulting from any loss, damage, liability, cost or expense caused by any reason.
5. This Agreement constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by Lander County and Lander County Sheriff's Office. In the event any provision shall be determined to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the other or remaining provisions.
6. **Termination:** This Agreement may be Terminated prior to the expiration of the term as follows:
- A. LCSO or CHN 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. LCSO and CHN may agree in writing to terminate this Agreement at any time.
7. **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:
- | | |
|----------------------------|--------------------------------|
| CHN: | LCSO: |
| Lander County | Lander County Sheriff's Office |
| c/o Community Health Nurse | #2 State Route 305 |
| 50 State Route 305 | Battle Mountain, NV 89820 |
| Battle Mountain, NV 89820 | |
8. **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.
9. **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



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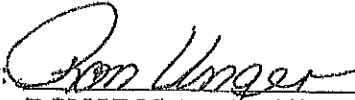
failure to comply with such laws is a material breach of contract and that the breaching party will indemnify the other party from any and all claims or damages arising out of such breach.

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

LCSO:

Lander County Sheriff's Office

By:


RON UNGER, Sheriff

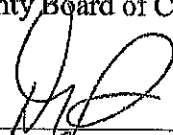
Date:

6-28-18

LANDER COUNTY:

Lander County Board of Commissioners

By:


Doug Mills, Chairperson

Date:

6-28-18

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __3__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding the 19/20 Fiscal Year proposed budget request from the Lander County Recorder, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __4__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove the Intrastate Interlocal Contract Amendment #1 between the Department of Motor Vehicles (DMV) and Lander County extending the Contract to June 30, 2021 and revising the scope of work, authorizing the Chair and Recorder to sign, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

Good Afternoon,

Attached is Contract Amendment #1 between DMV and Lander County Recorder for your review and signature. This Amendment extends the current contract an additional 2 years changing the expiration date from 6/30/2019 to 6/30/2021 and also includes a Revised Scope of Work. Please follow the signature instructions below:

- Print attached Contract Amendment #1.
- Sign and Date page 2. (blue ink)
- Scan signed amendment on a color scanner if possible and forward the signed Amendment via email to my attention.
- Mail the original signed document to the address listed below.

Attn: Heidi Azevedo
Department of Motor Vehicles
Administrative Services
555 Wright Way
Carson City, NV 89711

Please return the signed document as soon as possible to avoid any unforeseen delays.

Once all approvals are in place a scanned copy of the executed contract will be emailed to you as well as an original placed in the mail.

Please let me know if you have any questions.

Thank you,

Heidi Azevedo
DMV/ Contract Manager
Phone: 775-684-4504
Fax: 775-684-4724

AMENDMENT # 1

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

Between the State of Nevada
Acting by and Through Its

**Department of Motor Vehicles
("Department")**

555 Wright Way
Carson City, NV 89711

Contact: Serena Gallegos, DMV Manager Reno Office
Phone: (775) 684-3532
Email: sgallegos@dmv.nv.gov

and

**Lander County Recorder
("County")**

50 State Route 305

Battle Mountain, NV 89820

Contact: Lesley L. Bunch, County Recorder
Phone: (775) 635-5173 / (775) 635-8272 (fax)
Email: recorder@landercountynv.org

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract dated 06/13/2017, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

Current Contract Language:

3. **CONTRACT TERM.** This Contract shall be effective upon approval to June 30, 2019, unless sooner terminated by either party as set forth in this Contract.

6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: SCOPE OF WORK

Amended Contract Language:

3. **CONTRACT TERM.** This Contract shall be effective upon approval to June 30, 2021, unless sooner terminated by either party as set forth in this Contract.

6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT BB: REVISED SCOPE OF WORK

2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

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

STATE OF NEVADA
DEPARTMENT OF MOTOR VEHICLES

By: _____
Date

Title: _____

LANDER COUNTY RECORDER

By: _____
Date

Title: _____

BOARD OF COUNTY COMMISSIONERS,
LANDER COUNTY

By: _____
Date

Title: _____

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On _____
Date

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada

On _____
Date

REVISED SCOPE OF WORK

1. PROVIDED SERVICES. The County Assessor, County Recorder, or County Clerk Treasurer hereinafter referred to as "County" agree to provide all services relating to the registration and titling of motor vehicles, with the exception of vehicle appraisals for the Department of Motor Vehicles hereinafter referred to as "Department." This includes but is not limited to the registration and titling of motor vehicles, offering of all Department issued license plates, personalized license plate ordering, vehicle movement permits, insurance verification, and vehicle identification inspections at the discretion of the Department.
2. PUBLIC FACILITY. The County will provide a suitable facility and suitable hours of operation in the County Seat or such other locations within the County, as deemed necessary to carry out registration functions. The County will notify the Department if there is a need to close the office due to inclement weather, building issues, and/or other unforeseen circumstances. The Department should be notified when the office will be reopened for DMV business.
3. TRAINING. The Department will provide initial training in Reno and/or Las Vegas, Nevada and administrative support as needed. The Department will require and provide training for all newly hired employees by the County. This could include a classroom like setting and/or on-the-job training. The Department will also require up to two weeks of refresher training every two years including, but not limited to Funds Handling. More information regarding Funds Handling training is located on DMV shared global drive under Policies DMV-New-Chapter DMV 4.11. Additional training may also be provided as determined if needed by either the Department or the County. The Department will give the refresher training in a classroom like setting and/or on-the-job training. The travel expense for the County staff to travel to Reno or Las Vegas for training will be the sole responsibility of the County. Refresher training will be available, but the Department will exempt all counties from this training requirement until July 1, 2021.
4. EQUIPMENT & SUPPLIES. The Department will provide all forms, decals, computer hardware, computer software, and printers necessary to conduct Department transaction processing. This will include all scheduled maintenance and replacement. At the discretion of the Department on a limited basis; copy paper, staples, and customer pens may be supplied. All supplies must be ordered through the Department or designated Department representative.
5. METHOD OF PAYMENT. The County shall agree to accept all forms of payment types accepted by the Department, as applicable. Such forms include but are not limited to cash, check, credit card, debit card.

ATTACHMENT BB

6. DMV POLICIES AND PROCEDURES. The Department will provide the County with shared global drive access to ensure all standardized procedures are followed. Notice of amendments and updates will be issued as necessary. It is the responsibility of the County to ensure their respective staff receives notification of revised policies, procedures and updates in a timely manner, as they are held accountable for accurately following Department policies and procedures.
7. CHANGE FUND AND OPERATING BANKS. The County is responsible for providing an adequate change fund, of not less than \$100.00 and have at least one operating fund of not less than \$30.00 available for each staff member performing Department services. More information regarding the change fund and operating banks is located on DMV shared global drive under Procedures and Programs-Administrative Services-Chapter ASD J-17.
8. SEPARATION AND SECURITY OF FUNDS. The County is responsible for the security of all state funds. State funds must be kept separate from any other funds and deposited to an established state account, as per contract. State funds should be deposited daily if possible. All monies and negotiable instruments not deposited daily must be secured in a safe, vault or other safekeeping device intended for cash or valuable documents. State funds are not to be exchanged for personal checks. A County and/or business check is acceptable in lieu of cash. State funds are to remain secure at all times during daily operations.
9. DAILY RECONCILIATION OF FUNDS. State funds are to be reconciled daily. The County is required to notify the Department immediately in writing, via facsimile or e-mail, of any shortages, overages, missing or unexplained accounting errors. More information regarding reconciliation of funds is located on DMV shared global drive under Procedures –Programs-Administrative Services-Chapter ASD J-10.
10. DECALS. The County is responsible for logging all Decal misprints to the Decal Reprint Log located on the DMV shared global drive under Field Services Division Decal Reprints. All new and used decal ribbons shall be kept in a secure location until needed or awaiting pickup from ITI. More information on decal accountability is located on the DMV shared global drive under Procedures and Programs Chapter VP-B35 and ASD M-1 Decal Accountability.
11. RECORD RETENTION. The County is required to adhere to all Department policies and procedures regarding retention of records located on the DMV shared global drive under Policies DMV-New-Chapter 2 Management Practices DMV 2.41 and under Procedures-Programs-Administrative Services Chapter ASD J 1.01 CC Transactions. All credit and debit card receipts and Payment Card Slips (ADM-205 or other acceptable Department authorization form) must be maintained in order of date of transaction, with no identifying credit card numbers, for ninety (90) days from the date of receipt to facilitate research. After the 90 day retention period, records must be securely destroyed by the County.

12. NOTIFICATION OF CHANGE IN STAFFING. The County is required to notify the Department immediately of any staffing changes relating to Department processing authorization. This notification must be in writing, via facsimile or e-mail, and contain the user/id of the staff, as well as the date of separation or anticipated hire date so training can be arranged.
13. E-MAIL NOTIFICATION AND USAGE. The Department readily utilizes e-mail as a means of formal notification to all staff, including the County. The Department provides such access to all County locations, and the e-mail account should be checked no less than once daily for every standard operating day. The e-mail is to be utilized strictly for Department business only, and violations can and will result in the revocation of said access.
14. DMV APPLICATION ACCESS AND AUTHORIZATION. The County is issued an individual DMV network and application identification for each approved Department processing staff member. These individual identification accounts are not to be shared by staff for any reason. Such sharing can and will result in the revocation of said accounts immediately upon knowledge of said sharing. At no time is any screen shot of DMV information to be released to a customer.
15. SITE INSPECTION. The County shall afford the Department immediate and unscheduled access to all records, transactions processed, supplies, equipment and funds, which are deemed property of the Department, during normal operating hours. The County shall have at least one Department processing approved staff available during said inspections.
16. SECURITY STATEMENT. The Department maintains personal identifying information of a sensitive nature as stated in NRS 481.063. Department employees are required to pass a background security check for purposes of fulfilling their duties. Therefore, all County employees authorized to access and use the same information must pass the same background/security check. Any other use or access by someone not having passed the authorized background/security check is strictly prohibited.
17. County agrees to implement policies and procedures to protect all information obtained through the Department from unauthorized access. County agrees to limit the use of all information obtained through the Department to the authorized use for which it was intended and to securely destroy the information when it is no longer needed. County agrees that it will not disclose or otherwise make available to any person or entity personal information as defined and specified under Nevada law.

18. County understands that information obtained through the Department is considered personally identifiable information (PII) and will follow all security measures set forth in Chapter 603A of the Nevada Revised Statutes (NRS). County agrees to become the responsible party for the protection of PII and any data breach reporting that may occur at their facilities, with their personnel, or through their information technology systems. County understands that if a breach of security occurs, they are responsible to ensure that disclosure must be made in an expedited time, without unreasonable delay pursuant to NRS 603A.220.
19. County agrees to monitor systems and personnel that utilize, store, transmit or process Department electronic data for anomalous or suspicious activity, and will notify the Department of potential events that impact County systems when events occur.
20. County will ensure that a thorough background screening of County employees is conducted prior to being granted authorized access to Department information. The background/security check should at a minimum include National Crime Information Center (NCIC), a request for a national background check, and a fingerprint check by sending the FD-258 fingerprint card to the Federal Bureau of Investigation (FBI) for a search of the criminal history records of the FBI. County will maintain these records which must be retained and made available for Department audit. Records must be maintained from one Department audit until the next Department audit. If an applicant is found to have any felony conviction within the last five (5) years or any felony or gross misdemeanor conviction of a financial nature within the last five (5) years, the applicant shall not be considered for employment in a position that has any dealing with the contract between Department and County. Any felony conviction for victimless or non-financial offenses within seven (7) years of hire or any felony conviction within ten (10) or more years of hire will be evaluated and weighed by County based on the age of the conviction and on behavior relative to arrests and convictions since.
21. Background checks are the responsibility of County and do not guarantee access to Department information.
22. County agrees that its employees having access to DMV's system will annually complete the Nevada Information Security Awareness course through the NVeLearning website and provide certificate of completion to the Department.

Disclaimer: While all attempts are made to provide accurate, current and reliable information we recognize the possibility of human and/or mechanical error. Therefore, the Department, its employees, officers and divisions expressly deny any warranty of the accuracy; reliability or timeliness of any information provided by this system and shall not be held liable for any losses caused by reliance upon the accuracy, reliability or timeliness of such information. Any person who relies upon such information obtained from this system does so at their own risk.

ORIGINAL CONTRACT

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its
Department of Motor Vehicles
("Department")
555 Wright Way
Carson City, NV 89711
and
Lander County Recorder
("County")
50 State Route 305
Battle Mountain, NV 89820
(775) 635-5173 / (775) 635-8272

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective upon approval to June 30, 2019, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: SCOPE OF WORK

7. CONSIDERATION. The County agrees to provide the services set forth in paragraph (6) at a cost of two dollars (\$2.00) per registration transaction with the total Contract or installments payable not to exceed fifty thousand dollars and no/100 (\$50,000.00) per fiscal year, with the total not to exceed one hundred thousand dollars and no/100 (\$100,000.00). In addition NRS 482.180 (6) states in pertinent part: "From the amount of governmental service tax collected by a County Assessor the State Controller shall credit 1 percent to the Department as a commission and remit 5 percent to the County for credit to its general fund as commission for the services of the County Assessor." Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

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

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. 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 Contract. To the extent the Contractor observes, receives or possesses "personal information" from the files and records of the Department of Motor Vehicles, the Contractor shall keep this information confidential and shall not disclose or use this information except as permitted by law. It is unlawful to knowingly obtain or disclose any "personal information" from the files and records of the Department of Motor Vehicles for a use not permitted by NRS 481.063. There are criminal and civil penalties attached to the unlawful use and/or disclosure of this information. "Personal information" is information that reveals the identity of a person, including, without limitation, a photograph, social security number, individual taxpayer identification number, driver's license number, identification card number, name, address, telephone number or information regarding a medical condition or disability. 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 Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

This space is intentionally blank.

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

STATE OF NEVADA
DEPARTMENT OF MOTOR VEHICLES

By: Lyndie Mue 5/8/17
Date

Title: Chief of Administration

LANDER COUNTY RECORDER

By: Lashley L. Bunch 4-27-17
Date

Title: Lander County Recorder

BOARD OF COUNTY COMMISSIONERS,
LANDER COUNTY

By: [Signature] 4-27-17
Date

Title: CHAIR

James R. [Signature]

Signature - Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On 6/13/17
Date

Approved as to form by:

[Signature]
Deputy Attorney General for Attorney General, State of Nevada

On 5/8/17
Date

SCOPE OF WORK

1. PROVIDED SERVICES. The County Assessor, County Recorder, or County Clerk hereinafter referred to as "County" agree to provide all services relating to the registration and titling of motor vehicles, with the exception of vehicle appraisals, for the Department of Motor Vehicles hereinafter referred to as "Department". This includes but is not limited to the registration and titling of motor vehicles, offering of all Department issued license plates, personalized license plate ordering, vehicle movement permits, insurance verification, and vehicle identification inspections, pursuant to NRS 482.160.
2. PUBLIC FACILITY. The County will provide a suitable facility and suitable hours of operation in the County Seat or such other locations within the County as deemed necessary to carry out registration functions.
3. TRAINING. The Department will provide such technical training in Reno and/or Las Vegas, Nevada and administrative support as needed. The travel expense for the County staff to travel to Reno or Las Vegas for training will be the sole responsibility of the County.
4. EQUIPMENT & SUPPLIES. The Department will provide all forms, decals, computer hardware, computer software, and printers necessary to conduct Department transaction processing. This will include all scheduled maintenance and replacement. At the discretion of the Department on a limited basis; copy paper, staples, and customer pens may be supplied. All supplies must be ordered through the Reno office manager or designated representative.
5. METHOD OF PAYMENT. The County shall agree to accept all forms of payment types accepted by the Department, as applicable. Such forms include but are not limited to cash, check, credit card, debit card, etc.
6. DMV POLICIES AND PROCEDURES. The Department will provide the County with shared global drive access to ensure that all standardized procedures are followed. Notice of amendments and updates will be issued as necessary. It is the responsibility of the County to ensure their respective staff receives notification of the policies, procedures, and updates in a timely manner, as they are held accountable for following said policies and procedures in the manner proscribed.
7. CHANGE FUND AND OPERATING BANKS. The County is responsible for providing an adequate change fund, of not less than \$100.00 and have at least one operating fund of not less than \$30.00 available for each staff member performing Department services. More information regarding the change fund and operating banks is located on the DMV shared global drive under Procedures and Programs- Administrative Services-Chapter ASD J-17.

8. SEPARATION AND SECURITY OF FUNDS. The County is responsible for the security of all state funds. State funds must be kept separate from any other funds and deposited to an established state account, as per contract. If possible, state funds should be deposited daily. When this is not possible, all monies and negotiable instruments must be secured in a safe, vault or other safekeeping device intended for cash or valuable documents. State funds are not to be exchanged for personal checks, or other negotiable instruments. State funds are to remain secure at all times during daily operations.
9. DAILY RECONCILIATION OF FUNDS. State funds are to be reconciled daily. The County is required to notify the Department immediately in writing, via facsimile or e-mail, of any shortages, overages, missing or unexplained accounting errors.
10. DECALS. The County is responsible for the security of new and used decal ribbons. Used printer ribbons should be kept in a secured location awaiting pickup from ITI. All decal reprints should be logged, and a monthly copy e-mailed to the Reno office manager or designee. More information on decal accountability is located on the DMV shared global drive under Procedures and Programs Chapter VP-B35.05 and ASD M-1.01 Decal Accountability.
11. RECORD RETENTION. The County is required to adhere to all Department policies and procedures regarding retention of records located on the DMV shared global drive under Policies DMV-New-Chapter 2 Management Practices DMV 2.41.1.
12. NOTIFICATION OF CHANGE IN STAFFING. The County is required to notify the Department immediately of any staffing changes relating to Department processing authorization. This notification must be in writing, via facsimile or e-mail, and contain the user/id of the staff, as well as the date of separation.
13. E-MAIL NOTIFICATION AND USAGE. The Department readily utilizes e-mail as a means of formal notification to all staff, including the County. The Department provides such access to all County locations, and the e-mail account should be checked no less than once daily for every standard operating day. The e-mail is to be utilized strictly for Department business, and violations can result in the revocation of said access.
14. DMV APPLICATION ACCESS AND AUTHORIZATION. The County is issued an individual DMV network and application identification for each approved Department processing staff member. These individual identification accounts are not to be shared by staff for any reason. Such sharing can result in the revocation of said accounts immediately upon knowledge of said sharing. At no time is any screen shot of DMV information to be released to a customer.
15. SITE INSPECTION. The County shall afford the Department immediate and unscheduled access to all records, supplies, equipment, and funds which are deemed property of the Department, during normal operating hours. The County shall have at least one Department processing approved staff available during said inspections.

16. The Department maintains personal identifying information of a sensitive nature as stated in NRS 481.063. The Department staff are required to pass a security check for purposes of fulfilling their duties. Therefore all county personnel authorized to access and use the same information must pass the same security check. Any other use or access by someone not having passed the authorized security check is strictly prohibited.
17. The County agrees to implement policies and procedures to protect all information obtained through the Department from unauthorized access. County agrees to limit the use of all information obtained through the Department to the authorized use for which it was intended and to securely destroy the information when it is no longer needed. County agrees that it will not disclose any data to a third party unless provided for by statute and necessary to carry out a County function required of County by law. Misuse of any information obtained via the Department may be grounds for the imposition of sanctions including, but not limited to, discontinuance of service through the Department upon confirmation of misuse.
18. County shall ensure that a thorough background screening of County personnel is conducted prior to initial employment or assignment for all personnel having access to information from the Department. The background/security check should at a minimum include a check of the Nevada Records of Criminal History and a National Federal Bureau of Investigation fingerprint based criminal history record check. The County shall be responsible for maintaining these records, which must be available for Department audit. Records must be maintained from one Department audit until the next Department audit. If the applicant is found to have any felony conviction within the last five (5) years or any felony or gross misdemeanor conviction of a financial nature contained in NRS Chapter 205 within the last five (5) years, the applicant shall not be considered for employment in a position that has any dealing with the contract between the Department and the County. Any felony conviction for non-financial offenses within seven (7) years of hire or any felony conviction within ten (10) or more years of hire shall be evaluated and weighed by the County based upon the age of the conviction and on behavior relative to arrests and convictions.
19. Background checks are the responsibility of those county offices or individuals involved and do not guarantee access to Department information.
20. Disclaimer: While all attempts are made to provide accurate, current and reliable information we recognize the possibility of human and/or mechanical error. Therefore, the Department, its employees, officers and divisions expressly deny any warranty of the accuracy; reliability or timeliness of any information provided by this system and shall not be held liable for any losses caused by reliance upon the accuracy, reliability or timeliness of such information. Any person who relies upon such information obtained from this system does so at their own risk.

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __5__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove the addition of one full time position to the Lander County Clerk's Office, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

OPERATING BUDGET-PERSONNEL

Sheet #2

Local #3 Bargaining Unit Positions

Position	Grade/Step as of (7-1-19)	Current Rate as of (7-1-19)	Hours Per Year	Wages Rate X Hours
<i>Employees Electing Employer/Employee PERS</i>				
				\$0.00
Exec. Secretary I/Vacant	20	\$19.41	2080	\$40,372.80
<i>Subtotal EE/ER</i>				\$40,372.80
<i>Employees Electing Employer Only PERS</i>				
<i>Subtotal Employer Only</i>				\$0.00
			Total	\$40,372.80

Description	Amount	Carry to Summary
Total Base Wages from Above	\$40,372.80	
CPI 2%	\$807.46	
Merit 2%	\$823.61	
PERS Election (Subtotal X 1.153912 - Subtotal)	\$6,213.86	
Subtotal Gross Wages for Summary	\$48,217.72	51020
Subtotal Gross Wages (for PERS)	\$48,217.72	
Overtime (attach justification)	\$1,500.00	51030
Vacation (5% of Gross OR Specific ID)	\$2,410.89	52013
Total Gross Wages	\$52,128.61	
Benefits & Taxes:		
Group Insurance	\$14,400.00	52010
Unemployment (10% of Gross OR Specific ID)	\$5,212.86	52012
Bonus	\$500.00	52014
Medicare (1.45% X Total Gross Wages)	\$755.86	52016
FICA (6.2% X Subtotal Part Time Above)		52018
Worker's Compensation (4% X Total Gross + 3340.00 drug ct)	\$5,425.14	52020
Retirement:		
Retirement (29.25% X Subtotal Employer Only)	\$0.00	
Retirement (15.25% X Subtotal Employer/Employee)	\$7,104.47	
Total Retirement	\$7,104.47	52040
Total Benefits and Taxes	\$33,398.33	
Total Personnel Costs	\$85,526.94	

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __6__

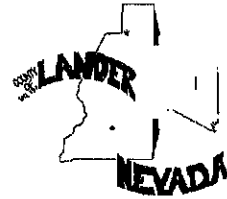
THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Update regarding the 2nd Amendment movement within the State of Nevada, and all other matters properly related thereto.

Public Comment:

Background: Update after the 04-02-2019 Battle Mountain Town Hall Meeting regarding the 2nd Amendment movement in the State of Nevada.

Recommended Action:



AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: 4-11-2019

NAME: Sheriff Ron Unger REPRESENTING: Lander County Sheriff's Office

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

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

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

WHO WILL BE ATTENDING THE MEETING: Myself

JOB TITLE: _____

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: I am requesting Lander county to write a Resolution making Lander County a Constitutional 2nd. Amendment County

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? To pass my request

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST: ☐ YES ☒ NO
AMOUNT: _____

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

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

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

FOR REVIEW BY:

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

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

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

Signature Field _____

DATE: 3-26-2019

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

FINAL
✓

LINCOLN COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. 2018-36

**A RESOLUTION OPPOSING LEGISLATION THAT WOULD IMPOSE RULES,
REGULATIONS AND RESTRICTIONS EXCEEDING FEDERAL LAW ON ALL
PRIVATE FIREARM TRANSFERS BETWEEN INDIVIDUALS**

WHEREAS, the Board of County Commissioners met in a Regular Meeting on February 19, 2019 at 8:30 a.m. at 300 Central Ave, Board of County Commission Chambers, New Mexico; and,

WHEREAS, during the 2019 New Mexico legislative session, New Mexico state lawmakers will consider legislation to limit the private transfer of firearms, including legislation backed by the national gun control organization *Everytown for Gun Safety* that will exceed the scope of federal gun laws, restrict the Second Amendment rights of law-abiding citizens and negatively impact events which directly contribute to the local economy; and

WHEREAS, the proposed legislation would criminalize nearly all private firearm sales between individuals – including among family members, friends, neighbors, co-workers, hunting partners, competitive shooters and fellow gun club members – and require them to be conducted through a federal firearms licensed dealer with extensive government paperwork and payment of an undetermined fee; and

WHEREAS, the restrictions imposed by the proposed legislation exceeds those requirements found in federal law or laws in the neighboring States; and

WHEREAS, nearly 80 percent of law enforcement officers surveyed by PoliceOne in 2013 said that a prohibition on private non-dealer transfers of firearms between individuals such as that proposed in Senate Bill 8, House Bill 8, and House Bill 40 would not reduce violent crime; and

WHEREAS, existing laws governing firearms sales are not being enforced, as evidenced by a September 2018 report by the U.S. Government Accountability Office which stated that of the 112,090 people who were turned down for a gun purchase in FY 2017, there were only 12 prosecutions by U.S. Attorney's Offices as of June 2018.

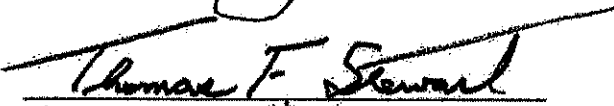
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Lincoln, by the authority granted the Board by the laws of the State of New Mexico and people of Lincoln County, New Mexico, that Lincoln County supports the right of private individuals to lawfully sell or transfer their legally-owned property without government interference and opposes any legislation which exceeds federal laws governing individual firearms sales.

APPROVED, ADOPTED, AND PASSED on this 19th day of February, 2019.


Preston Stone, Chairman


Dallas Draper, Vice Chairman

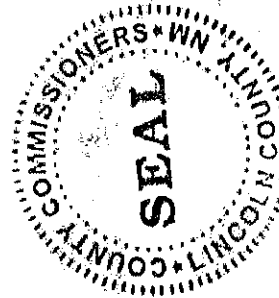

Elaine Allen, Member


Thomas F Stewart, Member


Dr. Lynn Willard, Member

ATTEST:

Whitney Whitaker, County Clerk



NO. 2019-07

A RESOLUTION BY THE ELKO COUNTY BOARD OF COMMISSIONERS DECLARING ELKO COUNTY A SANCTUARY FOR THE SECOND AMENDMENT

WHEREAS, the Elko County Board of Commissioners is charged with protecting the health, safety and welfare of its citizens; and

WHEREAS, all powers granted to government are derived through the people and are for the sole purpose of protecting and defending their unalienable natural rights, one of which is affirmed by the Second Amendment to the United States Constitution that declares "the right of the people to keep and bear arms shall not be infringed;" and

WHEREAS, the members of this board have sworn to protect and defend the Constitution in their oaths of office; and

WHEREAS, it is the natural tendency of government to expand beyond the limits of its rightful charter; and

WHEREAS, it is the people's duty to challenge the government when and where it exceeds its authority; and

WHEREAS, Thomas Jefferson asked, "what country can preserve its liberties if its rulers are not warned from time to time that their people preserve the spirit of resistance;" and

WHEREAS, Jefferson further stated, "On every question of construction [let us] carry ourselves back to the time when the Constitution was adopted, recollect the spirit manifested in the debates, and instead of trying what meaning may be squeezed out of the text or invented against it, conform to the probable one in which it was passed;" and

WHEREAS, Alexander Hamilton in Federalist Paper #78 declared, "No legislative act, therefore, contrary to the Constitution, can be valid. To deny this, would be to affirm, that the deputy is greater than his principal; that the servant is above his master; that the representatives of the people are superior to the people themselves...; and

WHEREAS, it is the desire of this board to declare its support for the Second Amendment protection of the right to keep and bear arms.

NOW, THEREFORE, BE IT RESOLVED by the Elko County Board of Commissioners that Elko County is a Sanctuary County for the Second Amendment; and

BE IT FURTHER RESOLVED that this Board affirms its support of the duly elected Elko County Sheriff in the exercise of his sound discretion to not enforce any unconstitutional firearms laws against any citizen; and

BE IT FURTHER RESOLVED that this Board will not authorize or appropriate any funds or resources for the purpose of enforcing law that unlawfully infringes on the constitutional right to keep and bear arms.

PROPOSED by Commissioner
SECONDED by Commissioner

PASSED and ADOPTED this 20th day of March 2019.

VOTE:
AYES:
NAYES:
ABSTENTIONS:

REX STENINGER, CHAIR
BOARD OF COUNTY COMMISSIONERS

ATTEST:

KRISTINE JAKEMAN, COUNTY CLERK

**RESOLUTION OF THE LYON COUNTY BOARD OF COMMISSIONERS
STATING ITS SUPPORT FOR THE RIGHT TO BEAR ARMS AND
OPPOSITION TO LAWS WHICH RESTRICT THE INDIVIDUAL RIGHTS OF
UNITED STATES CITIZENS AS PROTECTED BY THE SECOND
AMENDMENT OF THE UNITED STATES CONSTITUTION AND ARTICLE I,
SECTION 11 OF THE CONSTITUTION OF THE STATE OF NEVADA**

WHEREAS, the Second Amendment to the United States Constitution, adopted in 1791 as part of the Bill of Rights, states "the right of the people to keep and bear arms, shall not be infringed"; and

WHEREAS, Article I, Section 11 of the Constitution of the State of Nevada states, "Every citizen has the right to keep and bear arms for security and defense, for lawful hunting and recreational use and for other lawful purposes"; and

WHEREAS, the Right of the people to keep and bear arms for defense of life, liberty and property is regarded as an inalienable right by the citizens of Lyon County; and

WHEREAS, the residents of Lyon County derive economic benefit from all safe forms of firearms recreation, hunting, and shooting conducted within the County; and

WHEREAS, in 2016 Lyon County voters overwhelmingly opposed State Question No. 1 which proposed to amend Chapter 202 of the Nevada Revised Statutes to prohibit, except in certain circumstances, a person from selling or transferring a firearm to another person unless a federally licensed dealer first conducted a federal background check; and

WHEREAS, Lyon County Board of Commissioners, are elected to represent the residents of Lyon County and by their Oath of Office must uphold the United States Constitution, the Constitution of the State of Nevada, and the government of the State of Nevada, including, but not limited to, the lawful Right to Keep and Bear Arms;

NOW, THEREFORE BE IT RESOLVED that the Lyon County Board of County Commissioners does hereby support the Constitutional rights of its citizens, including the 2nd Amendment and Article I, Section 11 of the Nevada Constitution.

BE IT FURTHER RESOLVED that the Lyon County Board of County Commissioners opposes the enactment of any legislation, state or federal, that would unconstitutionally infringe upon the lawful rights of residents to keep and bear arms including the rights of private individuals to lawfully sell or transfer their legally-owned firearms without undue government burden.

BE IT FURTHER RESOLVED that the Lyon County Board of Commissioners affirms its support for the duly elected Sheriff of Lyon County, Nevada in the exercise of his lawful discretion and duties.

PASSED, ADOPTED and APPROVED this 21st day of March, 2019, by the following vote of the Lyon County Board of Commissioners.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTIONS: _____

LYON COUNTY BOARD OF
COMMISSIONERS

By: Chairman

Attest:

Clerk of the Board

Sheriff Ron Unger

From: Ray Williams <toiyabe1@gmail.com>
Sent: Tuesday, March 12, 2019 4:52 PM
To: Patsy Waits
Cc: Ron unger; Art Clark III; Keith Westengard
Subject: Fwd: Nye County

I understand that Lander has talked about this and it would be great if Lander could move forward with a similar Resolution and follow up with an ordinance. Ray Williams, Austin

Begin forwarded message:

From: <xllittle@tularosa.net>
Subject: Fw: Nye County
Date: March 12, 2019 at 12:24:33 PM PDT
To: "Ray Williams" <toiyabe1@gmail.com>, "JC" <jaywinrod@gmail.com>

From: geo rak
Sent: Tuesday, March 12, 2019 7:40 AM
To: Loren R. Little
Subject: Fw: Nye County

----- Forwarded Message -----

From: Doc <quamdc@cccomm.net>
To: geo rak <rak38310@yahoo.com>
Sent: Tuesday, March 12, 2019, 1:24:16 AM CDT
Subject: Fw: Nye County

From: Joan Dufurrena
Sent: Monday, March 11, 2019 11:10 PM
To: undisclosed-recipients:
Subject: Nye County

**NYE COUNTY DECLARES ITSELF A 2ND
AMENDMENT SANCTUARY, 1ST IN NEVADA**



March 11, 2019

Rob Lauer Political Reporter

Real estate prices in Nye County may have just gone. Today, Commissioners passed a resolution declaring Nye County a 2nd Amendment Sanctuary and calling on Gov Sisolak to "veto any legislation which infringes on the right of the people to keep and bear arms".

Now 15 out of 17 counties are currently planning to vote on similar resolutions. Next Week on Monday, Lincoln County is taking up a similar resolution. The Democrat led Majority in the Nevada State legislature is currently considering more gun laws including so called Red Flag Laws, so called assault weapons bans and magazine limits. With 15 of 17 counties now expected to declare themselves 2nd Amendment sanctuary, a constitutional crisis is percolating for Governor Sisolak along with a show down with rural sheriffs and law makers.

Nye County Resolution 2019-12

NOW THEREFORE BE RESOLVED by the Nye County Board of County Commissioner as follows:

1. That the People of Nye County, Nevada do hereby oppose the enactment of any legislation that would infringe upon the Right of the People to keep and bear arms and consider such laws to be unconstitutional and beyond lawful legislative authority.

2. The Nye County Board of County Commissioners demands that the Nevada State Legislature cease any action restricting the Right of the People to keep and bear arms, and hereby demand that the Governor of Nevada veto any legislation which infringes on the right of the people to keep and bear arms.

3. Infringements include, but are not limited to, the following:

- Any laws that deny due process for the civil forfeiture, seizure, confiscation, destruction or other regulation of privately owned and possessed firearms by persons who have not been adjudicated as prohibited possessors per Nevada and/or federal statutes, unless said adjudication is not specifically required by statute. Any laws that order the surrender, civil forfeiture, seizure, confiscation or destruction of personal property that was not illegal prior to 2019, and is in violation of constitutionally protected property rights.***
- The establishment of a centralized data base for firearms ownership.***
- Firearms laws that are not applied equally across all jurisdictions, cities, towns, and counties within the State of Nevada.***

4. Notwithstanding the above, this Resolution is not intended to and does not negate provisions any law that would (a) prohibit the sale to or possession of firearms by felons; or (b) prohibit the sale or possession of firearms by individuals with a history of dangerous mental illness or who have been adjudicated mentally ill.

Approved this 11 day of March 2019

Resolution declares Weld County to be a 'Second Amendment sanctuary'

POSTED 1:30 PM, MARCH 6, 2019, BY CHUCK HICKEY, *UPDATED AT 06:00PM, MARCH 6, 2019*



Resolution declares Weld County to be a 'Second Amendment sanctuary'



WELD COUNTY, Colo. -- Weld County on Wednesday became the third in Colorado to pass a resolution declaring to be a so-called "Second Amendment sanctuary county."

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The Weld County Commission unanimously passed a resolution that will allow law enforcement officers not to comply with state gun laws that the commission and law enforcement deem "unconstitutional." upgrade your browser.

Fremont and Custer counties have passed similar resolutions.

The move comes as the Colorado Legislature considers a so-called "red flag" bill that will allow family and household members or law enforcement to petition a judge to remove firearms from someone who is deemed dangerous to themselves or others.

"The issue isn't an issue of safety as much as it is an issue of protecting the constitutional rights of citizens," Commissioner Chair Barbara Kirkmeyer said in a statement.

Sheriff Steve Reams said the bill crosses too many constitutional lines and says the issue is mental health, not firearms.

"I have a duty for public safety but also have a duty to protect the Constitution," Reams said.

The commissioners affirmed their "support for the Weld County Sheriff in the exercise of his sound discretion to not enforce against any citizen an unconstitutional firearms law," according to the resolution.

The board "will not appropriate government funds for capital construction of building space and purchase of storage systems to store weapons seized pursuant to the authority and requirements set forth" if the "red flag" bill is passed.

"The principal of due process is at the very core of this issue," Commissioner Sean Conway said. "What this bill does is create a system where a person must defend/prove their innocence against an action that hasn't even been taken."

Added Commissioner Steve Moreno: "This bill is nothing more than a feel-good measure that will not stop the actions it is aiming to prevent. There are other solutions that must be seriously considered when talking about mental health issues in this country. This bill is not it."

Reams said the "red flag" bill would put deputies in greater danger.

"The way the bill is written is asking me or my agency to go out and affect one of these gun grabs, if you will, without any notification to person that we're coming," he said. "I think that puts my agency at undo risk."

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Not all Colorado sheriffs agree with Reams. Douglas County Sheriff Tony Spurlock has testified in favor of the "red flag" gun bill after one of his deputies, Zackari Parrish, was shot and killed by a man in the midst of a mental health crisis.

Mental Health Colorado said the bill is vital.

"Elected officials in Weld, Fremont, and Montezuma Counties have stated they will not implement a life-saving extreme risk protection order if House Bill 1177 passes," Mental Health Colorado said in a statement.

"We are disheartened about the decision of these county commissioners. More than half of all suicides in Colorado involve a firearm. We believe everyone should have access to this life-saving protection order no matter where you live. Saving lives should not be a partisan issue."

But Reams said if a judge grants an extreme risk protection order, his deputies would ignore it. Instead, each situation would be handled on a case-by-case basis.

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Email address

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NEWS
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Red Flag Law moves closer to becoming official



Douglas County commissioners condemn 'red flag' proposal; sheriff calls resolution 'meaningless'

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Some features on this website, like video and images, might not work properly. For the best experience, please upgrade your browser.

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __7__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove a request by Lori Price, President of the Lander County Historical Society, to place a Woman's Suffrage Centennial Marker at the Lion's Club Park or beside the Welcome to Battle Mountain sign, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

AGENDA REQUEST FORM



COMMISSIONER MEETING DATE: April 11, 2019

NAME Lori Price REPRESENTING: L.C. Historical Society

ADDRESS: 430 Buena Vista

PHONE(H): _____ (W): _____ (FAX): _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 775-374-0449

WHO WILL BE ATTENDING THE MEETING Lori Price
JOB TITLE President, L.C. Historical Society

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Discussion and possible action regarding permission to install a Woman's Suffrage Centennial Marker at the Lion's Club Park or beside the "Welcome to Battle Mountain" sign.

BACKGROUND INFORMATION Please see attached information. On July 4, 1870 the first convention to create a woman's suffrage organization took place at the former Capitol Hotel in Battle Mountain.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? Give permission to install the marker in the best location for our community and possibly donate the work needed to install it.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST: YES ___ NO X

AMOUNT: _____

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

WHEN? _____

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

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

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

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

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

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

Lori Price

DATE March 27, 2019

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

Background on the Battle Mountain Suffrage Marker

Mission Statements:

The William G. Pomeroy Foundation, a non-profit organization committed to supporting the celebration and preservation of community history through historic roadside markers, has elected to partner with the National Votes for Women Trail by providing submission support and funding to create 250 historic roadside markers. The markers will include information about the specific site on which it is placed, as well as reference to the National Votes for Women Trail.

The National Collaborative for Women's History Sites (NCWHS) is a non-profit organization established to support and promote the preservation and interpretation of sites and locales that bear witness to women's participation in American History. NCWHS is dedicated to making women's contributions to history visible so all women's experience and potential are fully valued. The National Votes for Women Trail is the organization's priority through 2020.

Dr. Joanne Goodwin, Professor of History at the University of Nevada, Las Vegas is the Nevada state coordinator for the NVWT. She represents Nevada on the board of the NCWHS and is the Secretary of the organization. She recently wrote an overview of the Nevada campaigns to gain woman suffrage (1870-1914) which will be published this spring in the *Western Legal History* journal.

Nevada's five sites have been received "enthusiastically" by the Pomeroy Foundation and they seek a full application including permissions before they make a final agreement.

Criteria for Women's Suffrage Centennial historical markers

- Commemorates the people, places or things instrumental to women gaining the right to vote in the United States in 1920.
 - If commemorating a building or site of an event, it cannot be so extensively altered as to destroy its significance. Ex: site of Matilda Joslyn Gage's childhood home is now a used car lot.
 - If the marker commemorates a person actively involved on the state level, sources must show how this activity led to women's suffrage on a national level.
- Date or dates must be part of the marker text. This allows the reader to put the event or person in proper historical context and in turn helps fulfill our mission of the markers being educational.
- Markers must be placed where they can easily be read. There needs to be a safe place where cars can pull over, especially on busy streets, or pedestrians can access the marker safely from the sidewalk. Parks are acceptable locations if the marker is visible from the roadway so people know it is there.
- Applying agency must be a 501c3 or municipality. (NCWHS qualifies)

Text for the Marker: WOMAN SUFFRAGE

THE FIRST CONVENTION FOR THE RIGHT TO VOTE AND HOLD OFFICE FOR NEVADA WOMEN WAS HELD AT THE CAPITOL HOTEL ON JULY 4, 1870 NEAR HERE

Narrative on the significance of the site from Goodwin's Letter of Intent:



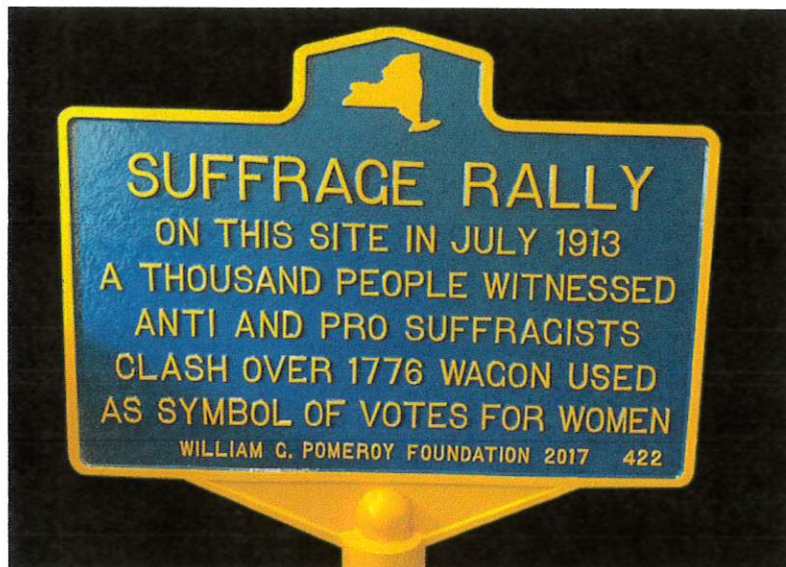
Nevada became a state in 1864. Its constitution granted the vote to white men only. As the nation debated whether blacks and women should be granted the right to vote, a question answered with the passage of the Fifteenth Amendment, Nevada demonstrated a clear interest in both. In 1869, the state legislature approved a bill that granted the franchise to women; however, the constitution mandates that any change to the constitution must pass the legislature twice. Thus the second attempt occurred in 1871. Proponents of woman suffrage used the interim to elect legislators who supported woman suffrage. The *Humboldt Register* raised the issue when it published "No man can get a vote in this town for Legislative honors unless he takes a solemn oath to enfranchise the Women—the women here are 'on it.' They talk and dream of female suffrage. Who would not be in favor of female suffrage, when so many of our public officials are corrupt drunken sots." The issue was a popular topic in newspapers and town gatherings.

On July 4, 1870 the first convention to create an organization took place at Battle Mountain, Nevada. Located on the Southern Pacific Railroad line between points East and San Francisco, the town offered easy transportation for speakers to attend. The organizing committee included local attorney and Nevada Senator McKaskia S. Bonnifield, mining magnate George W. Fox, and Unionville newspaper editor and former Assemblyman Thomas V. Julien. Bonnifield chaired the event and introduced two esteemed suffrage speakers from neighboring California: Emily A. Pitts Stevens and Laura de Force Gordon. Stevens not only supported woman suffrage but published the *Pioneer*, a woman's rights newspaper in San Francisco. Gordon and her husband had lived in Nevada, but she is best known as a California lawyer and suffragist who worked for the rights of women to practice any profession for which they qualified.

News coverage of the event remarked on Gordon's speech as "one of those rare, intellectual efforts in which all the parts of a discourse were so completely put together that it might seem to have been created by a single stroke." [*The Elko Independent*, July 6, 1870]. It also noted the formation of a new state organization consisting of prominent men as officers and representatives for each county.

The first organized effort for woman suffrage lost by a narrow margin in the 1871 legislature despite the good efforts of those involved. It did not disappear however. Multiple bills were submitted over intervening legislative sessions but none passed twice. Momentum built up to the 1890s when a second state organization formed to move the suffrage cause forward.

Image from a NY state marker:

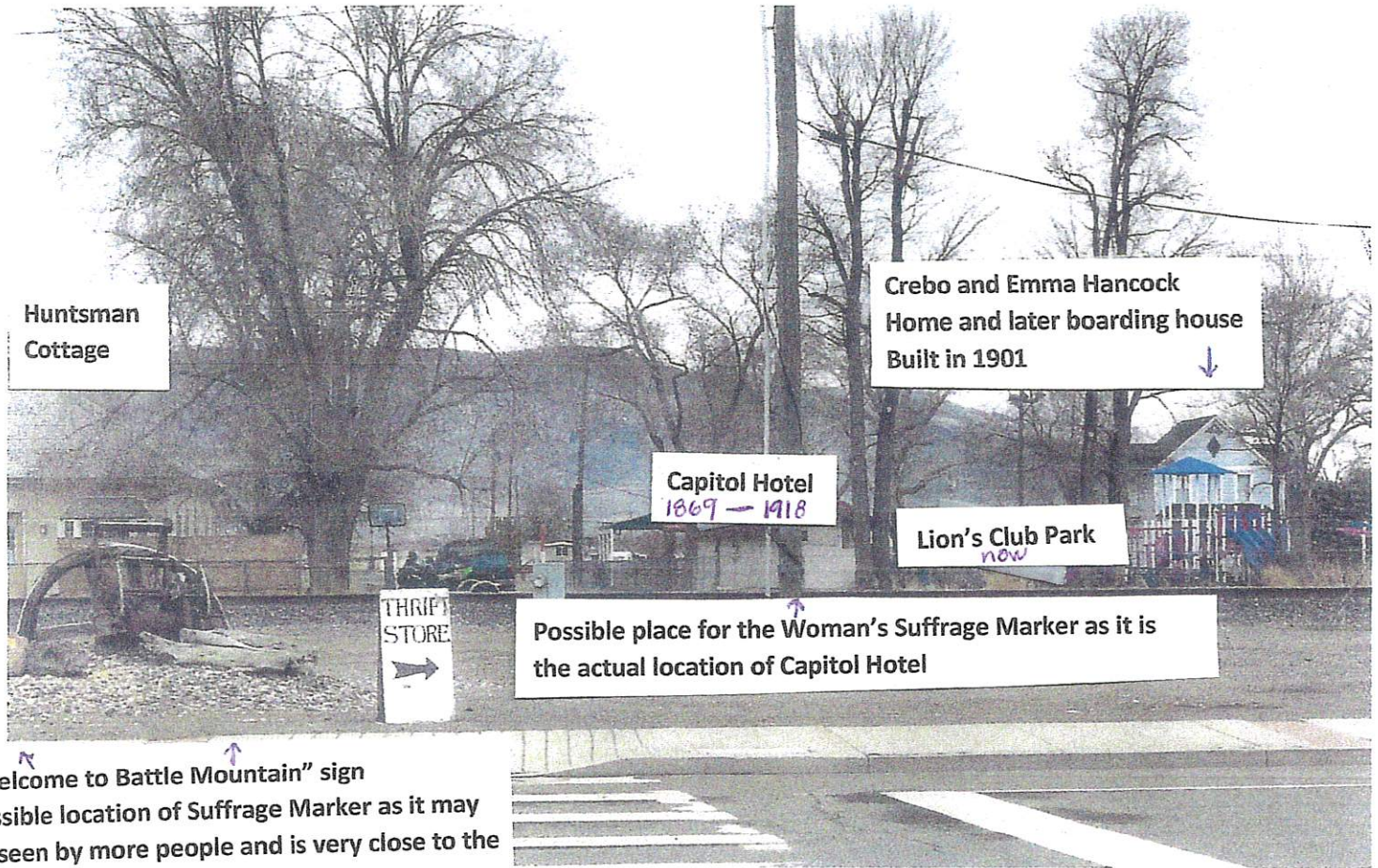


The marker is 3' wide x 2' tall and ½" thick. It weighs approximately 50lbs and comes with a 7' mounting pole.



In 1869, L.D. and Nancy Huntsman moved their hotel and restaurant from Argenta to Battle Mountain, placed it next to the new depot, and christened it the Capitol Hotel. The Capitol Hotel was originally a two-story building, located on the north side of the tracks, which was destroyed by fire in 1880 but quickly rebuilt. During its nearly 50 years, it suffered three fires. This photo shows the building at some point between 1902 and 1918. The Capitol Hotel was well known for its fine food and lodging as well as the location of community parties and numerous social events. On July 4, 1870, the Capitol Hotel hosted the first convention to create a woman's suffrage organization.

In 1918, this Battle Mountain pioneer hotel burned for the last time. Business had been declining as railroad passengers had access to dining cars and no longer needed to buy meals at the Capitol Hotel. The Huntsman cottage next to the hotel survived, but the old hotel was not rebuilt. At this time, Crebo and Emma Hancock, the daughter of the Huntsmans, operated the hotel, and moved into the cottage and operated their two-story home on North First Street as a boarding house.









Lori Price <2012cookhousemuseum@gmail.com>

A QUICK QUESTION

3 messages

Joanne Goodwin <joanne.goodwin@unlv.edu>
To: Lori Price <2012cookhousemuseum@gmail.com>

Fri, Mar 15, 2019 at 2:46 PM

I was putting together the material for you and considering the possibility of getting the marker next to the welcome to battle mountain sign and the forthcoming station I thought of revising the marker text. Would you tell me which you prefer and/or which you think the council would prefer.

Original:

 **WOMAN SUFFRAGE****THE FIRST CONVENTION FOR THE RIGHT TO VOTE AND HOLD OFFICE FOR NEVADA WOMEN WAS HELD AT THE CAPITOL HOTEL ON JULY 4, 1870 NEAR HERE**

Newer one:

 **WOMAN SUFFRAGE****BATTLE MOUNTAIN HOSTED THE FIRST CONVENTION IN NEVADA FOR WOMEN'S RIGHT TO VOTE ON JULY 4, 1870 AT THE CAPITOL HOTEL.**

Thank you,
Joanne

Joanne Goodwin, PhD

Professor

History

University of Nevada, Las Vegas

joanne.goodwin@unlv.edu

Office: 702-895-1026

unlv.edu • Twitter • Facebook • Instagram • YouTube

womennvhistory.com[Changing the Game: Women at Work in Las Vegas](#)

Lori Price <2012cookhousemuseum@gmail.com>
To: Joanne Goodwin <joanne.goodwin@unlv.edu>

Mon, Mar 18, 2019 at 6:53 AM

I like the second one but maybe add the words NEAR HERE.

Thanks, Lori

[Quoted text hidden]

Joanne Goodwin <joanne.goodwin@unlv.edu>
To: Lori Price <2012cookhousemuseum@gmail.com>

Mon, Mar 18, 2019 at 9:36 AM

Thanks!

[Quoted text hidden]

--



Lori Price <2012cookhousemuseum@gmail.com>

Update on Battle Mountain Suffrage Marker

1 message

Joanne Goodwin <joanne.goodwin@unlv.edu>
To: Lori Price <2012cookhousemuseum@gmail.com>
Cc: Dana Bennett <Nevada.historian@gmail.com>

Thu, Mar 7, 2019 at 11:21 AM

Dear Lori,

It has been quite sometime (May 2018) since we last communicated about the Pomeroy Suffrage Marker for the 1870 convention at Battle Mountain. I have received notice that the initial letter of intent was approved enthusiastically and am getting all the pieces together to move the initiative forward.

I would like to know if you are still willing to serve as the local liaison for this project. I hope you are as so much progress had been made when we last talked. I will need to send in the land permission form with the application. The Foundation also wants to know that a local group (it could be the museum) will

- a. take responsibility for the installation. (notify foundation).
- b. Confirm that a dedication ceremony for the installation will take place. (notify foundation)
- c. Send a copy of the press release and photo of the installed marker with visible inscription to the Pomeroy foundation. (we have examples)

I am more than willing to assume any of the communication with the Foundation and forwarding of materials. Please let me know at your earliest convenience. I have attached a copy of the land permission form which will need to be on letterhead from the property owner.

Let's discuss the details by phone.

Many thanks,

Joanne

Joanne Goodwin, PhD

Professor

History

University of Nevada, Las Vegas

joanne.goodwin@unlv.edu

Office: 702-895-1026

unlv.edu • Twitter • Facebook • Instagram • YouTube

womennvhistory.com

Changing the Game: Women at Work in Las Vegas



Lori Price <2012cookhousemuseum@gmail.com>

woman suffrage marker

1 message

Joanne Goodwin <joanne.goodwin@unlv.edu>
To: Lori Price <2012cookhousemuseum@gmail.com>

Fri, Mar 15, 2019 at 2:52 PM

Hi Lori, I am very happy we had a chance to connect. I will truly help you in all ways possible. Our initial letter of intent was approved with "great interest" from the Pomeroy Foundation. Battle Mountain is one of five sites statewide. Now that the first step was approved, I need to send the foundation documentation which includes the land permission letter. From our conversation it sounds like that is the council you are meeting with. I have attached the form which they will print on letterhead, scan, and email to me.

It should not take very long for the final approval as I have the other documentation in place. It would be good though for you and I to have a site picked out. As I mentioned Lions Park was the one initially approved, but if there is a better site, I can make a case for it.

Attached are

- Land Use Permission Letter
- info on the foundation, the Votes for Women Trail
- the proposed text. See my recent email regarding **alternate text**.
- the narrative from my letter of intent on the significance of the site.
- a photo of a marker that was installed in NY.
- do you want a letter from the Nevada Commission for Women? They recently endorsed the project.

It is great to be back in touch with you.
Joanne

Joanne Goodwin, PhD

Professor

History

University of Nevada, Las Vegas

joanne.goodwin@unlv.edu

Office: 702-895-1026

unlv.edu • Twitter • Facebook • Instagram • YouTube

womennvhistory.com[Changing the Game: Women at Work in Las Vegas](#)

2 attachments**Land Use Permission Letter.docx**

14K

**BattleMtnSuffrageMarker.docx**

430K

[Land Owner Letterhead]

[Date]

I, _____, certify that I own the property at
(Please print the property owner's name)

_____ and give the
(address)

National Collaborative for Women's History Sites permission to install a Suffrage Centennial Marker on my property should they receive funding from The William G. Pomeroy Foundation.

The National Collaborative for Women's History Sites is not responsible for maintenance of sign or damage caused by sign.

Sincerely,

(signature of property owner)

(printed name of property owner)

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __8__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove posting an advertisement in the Battle Mountain Bugle for an alternate board member for the Central Nevada Regional Water Authority board, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __9__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove the closure of Cedar Street in Austin on April 27, 2019 from 1 p.m. to 3 p.m. for the Lincoln Highway Car Show, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

AGENDA REQUEST FORM MEETING DATE: April 11, 2019

NAME: Dee Helming & Robyn Veach REPRESENTING: Austin Chamber of Commerce
 ADDRESS: PO Box 212 Austin Nevada 89310
 PHONE: (H) 775-964-2200 (W) _____ FAX: 775-964-22000
 WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 775-964-2200
 WHO WILL BE ATTENDING THE MEETING: Dee Helming,
 JOB TITLE: President & Treasurer, Austin Chamber of Commerce

SPECIFIC REQUEST TO PLACED ON THE AGENDA: Closure of Cedar Street for April 27
for Lincoln Highway Car Show

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? _
Allow us to close Cedar Street from 1PM to 3 Pm to do Slow Drags and other car games during
the Lincoln Highway Car Show

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

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

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

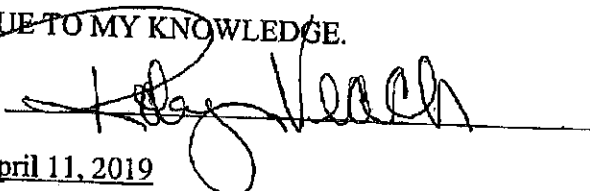
HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT HEAD? YES ☐ NO ☐

FOR REVIEW BY:

CLERK _____	SHERIFF _____	J.P. _____
ASSESSOR _____	WELFARE _____	D.A. _____
BUILDING _____	PLANNING _____	TREASURER _____
AIRPORT _____	REC/AUDITOR _____	SWIM POOL _____
R & B _____	W & S _____	HOSPITAL _____
PARKS _____	GOLF _____	CIVIC CEN _____
FAIR/REC _____	MANAGER _____	XOTHER: <u>Commissioners</u>

THE COUNTY MANAGER RESERVES THE RIGHT TO REJECT OR RECOMMEND
 TABLING ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.


 MEETING DATE: April 11, 2019

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __10__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding the Nevada Opioid Litigation and whether Lander County should consider obtaining representation for the litigation process, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action: Review attached information and make an informed decision upon whether Lander County should join in the Litigation Process.

EGLET PRINCE

March 18, 2019

SENT VIA U.S. MAIL & FACSIMILE

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

Re: Nevada Opioid Litigation

Dear County Commissioners:

I write this letter in follow up to my presentation last year at the NACO Executive Board meeting concerning the opioid epidemic. Since that meeting, a number of Nevada cities and counties have retained our firm to commence litigation against the pharmaceutical industry for their role in causing this crisis. In 2018, Attorney General Laxalt also filed a lawsuit on behalf of the State of Nevada against Purdue Pharma LP, among other entities. I write to see whether you or your fellow Commissioners would be interested in pursuing similar litigation on behalf your County. Eglet Prince represents the following Nevada political subdivisions (and is in active discussions with numerous others):

- Carson City
- Churchill County
- Clark County
- Douglas County
- Esmeralda County
- Humboldt County
- Lincoln County
- Mineral County
- City of Henderson
- City of Las Vegas
- City of North Las Vegas
- City of Reno
- City of West Wendover

Recently, defendant drug companies filed 13 motions in our Clark County action in a bid to dismiss that lawsuit. Over two dozen attorneys from across the county argued on their behalf but ultimately the Court found their arguments unpersuasive. In ruling from the bench, the judge summarily denied all of the motions and ordered the drug companies to file an answer within ten days responding to the allegations contained in the complaint. We intend to use this favorable ruling in our other Nevada cases so that those lawsuits may also proceed without delay.

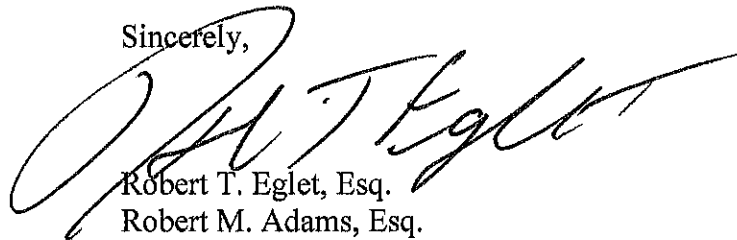
Likewise, the drug companies in the City of Reno action preemptively (and fraudulently) removed that case to federal court, hoping to transfer the matter to the Multi-District Litigation ("MDL") in the Northern District of Ohio. However, we immediately filed a Motion for Remand asking the federal court to return the case back to state court. Within two days of the hearing, the federal court judge determined it did not have jurisdiction to

retain the City of Reno's case and remanded the matter back to state court. We also intend to use this favorable ruling in our other Nevada cases to prevent future fraudulent removals.

As a Native Nevadan, I am truly saddened to see our State become ravaged by opiates. It has become abundantly clear that as the death toll continues to mount and government services are increasingly strained, Nevada counties are looking at all options to help abate this crisis, including litigation against the drug companies and distributors responsible.

I look forward to the possibility of speaking with the Board about this very important issue. Please do not hesitate to contact me should you have any questions, concerns or comments.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'R. T. Eglet'.

Robert T. Eglet, Esq.

Robert M. Adams, Esq.

RTE/RMA/RKH:jf

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __11__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove the Interlocal Contract between the Department of Conservation and Natural Resources, Nevada Division of Forestry and Lander County in the amount of \$208,044.00 for State Fiscal Year 2020 and State Fiscal Year 2021, and authorize Chair to sign, and all other matters properly related thereto.

Public Comment:

Background: **Review attached contract**

Recommended Action:

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Department of Conservation and Natural Resources
Nevada Division of Forestry
2478 Fairview Drive, Carson City, Nevada 89701
Phone (775) 684-2500 – Fax (775) 684-2570

And

Lander County, Nevada
50 State Route 305
Battle Mountain, Nevada 89820
Phone (775) 635-5595 – Fax (775) 635-1120

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services of Nevada Division of Forestry hereinafter set forth are both necessary to FPA and in the best interests of the State of Nevada;

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective July 1, 2019 to June 30, 2021, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 60 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: WILDLAND FIRE PROTECTION PROGRAM (WFPP) SCOPE OF WORK

7. CONSIDERATION. Nevada Division of Forestry agrees to provide the services set forth in paragraph (6) at a cost of **\$208,044.00** for State Fiscal Year 2020 and **\$208,044.00** for State Fiscal Year 2021, not to exceed **\$52,011.00** with quarterly installments payable in advance on the first of each quarter, starting July 1 of each fiscal year. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall

include without limitation \$125 per hour for State employed attorneys and County employed attorneys.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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

13. INDEMNIFICATION.

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. 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 Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada FPA courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General.

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

FOR FPA

FOR DCNR and DIVISION (STATE)

Date
Lander County:
Board of Commissioners

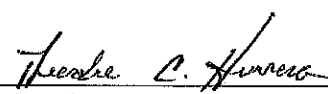
Date
Kacey KC,
State Forester/Firewarden

Date
Sadie Sullivan
Lander County Clerk

Date
Bradley Crowell,
Director, DCNR

Approved as to form by:

Approved as to form by:



Date
Theodore C. Herrera
Lander County District Attorney

Date
Bryan Stockton,
Deputy Attorney General for
Attorney General, State of Nevada

APPROVED BY BOARD OF
EXAMINERS:

Date
Signature:
Nevada State Board of Examiners

Attachment A
WILDLAND FIRE PROTECTION PROGRAM
SCOPE of WORK

I. IDENTIFICATION OF ENTITIES

- A. The State of Nevada Department of Conservation and Natural Resources (hereinafter "DCNR") which exists pursuant to NRS 232.010(1), and the Nevada Division of Forestry (hereinafter "DIVISION") which exists pursuant to NRS 232.090(c), are both agencies of the State of Nevada (and are from time to time collectively referred to as "STATE" in this Agreement);
- B. Fire Protection Agency, is a political subdivision of the State of Nevada (hereinafter "FPA");

II. RECITALS

WHEREAS, all signatories to this Agreement are public agencies authorized by Chapter 277 of the Nevada Revised Statutes to enter into interlocal and cooperative agreements with each other for the performance of governmental functions; and;

WHEREAS, the FPA has jurisdictional responsibility for serving its community in many different ways, including wildland fire response, prevention and mitigation.

WHEREAS, the Division and FPAs are required to adhere to NRS 477.030 1a, 477.0306, NAC 477.281(c).

The Division and the FPA mutually agree to reduce risk from wildland fire to include, but not limited to, fuel reduction, NNFAC Nevada Network of Fire Adapted Communities support, apparatus, training and supplies.

WHEREAS, the DIVISION has responsibility to supervise or coordinate all forestry and watershed work on state-owned and privately owned lands, including fire control, in Nevada, working with federal agencies, private associations, counties, towns, cities or private persons and;

WHEREAS, the DIVISION may maintain or have access to additional specialized wildfire expertise and suppression resources and;

WHEREAS, wildland fires are defined as unplanned, unwanted wildland fire including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out;

WHEREAS, it is to the mutual advantage of the DIVISION and the FPA to work closely together to maintain effective wildfire management without duplication, and to coordinate efforts with federal cooperators and;

WHEREAS, the DIVISION and the FPA desire to define their roles, responsibilities and relationships to achieve the most effective protection of forest, range, and watershed lands and;

WHEREAS, the DIVISION and the FPA recognize that safe, aggressive initial attack is the best suppression strategy to keep wildland fires small and costs down and;

WHEREAS, the DIVISION recognizes the FPA as the Agency having primary jurisdiction, the DIVISION will participate at an Incident Command Post (ICP) in a primary Wildland Fire Protection Program (WFPP) fiscal role. The Division remains available to assist in other Incident Command System (ICS) roles upon request

WHEREAS, it is understood that the mission and intent of all parties is to quickly suppress wildland fires regardless of jurisdiction and/or ownership, it is mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires and;

WHEREAS, the FPA has requested to participate in the DIVISION Wildland Fire Protection Program (hereinafter WFPP), and the DIVISION is authorized to render wildland fire protection services, including cost reimbursement, to the FPA;

WHEREAS, all terminology herein shall be defined by the National Wildfire Coordinating Group (NWCG) Glossary of Wildland Fire Terminology (hereinafter "NWCG Glossary");

WHEREAS, all incident business shall be conducted in accordance with the NWCG Standards for Interagency Incident Business Management (hereinafter "ISIIBM");

NOW THEREFORE, in consideration of the above premises, it is agreed between the parties as follows:

III. TERMS

A. Location

The FPA will provide the DIVISION an accurate map of the current jurisdictional boundaries the FPA enrolled in the WFPP.

B. Payment

The DIVISION will assume incident costs consistent with the terms of the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement, unless deviations from these agreements are authorized by the DIVISION Agency Representative due to the accelerated complexity of the incident. The DIVISION will not pay wildland fire suppression expenses to (or for) the participating FPA jurisdiction in the WFPP without appropriate authorization from the Division and adherence to the agreement herein.

1. Qualifying Expenses

Reasonable and prudent expenses (actual costs, based on established rates on file with the DIVISION by December 31st each year, of the jurisdiction) commensurate with values at risk, for wildland fire suppression and support resources engaged in wildland fire suppression within the FPA jurisdiction, or through a cost-share agreement with Federal Agencies on adjacent or comingled jurisdiction and billed in accordance with the SIIBM. All qualifying expenses must be accompanied by a resource order or WildCAD document.

- Assistance By Hire (ABH) resources; aviation, hand crew resources, and contracted equipment.
- The FPA is required to deploy all initial attack suppression forces in their purview prior to requesting Assistance by Hire. For NDF ABH resources within the first 24 hours, ABH resources may be charged to the FPA, as agreed by the FPA and the DIVISION representatives. All requests must be processed and recorded through the dispatching systems of the participating agencies on Resource Orders. Except for mutual aid, all requests for fire suppression assistance in an agency's direct protection area shall be Assistance By Hire
- Extended Attack resources (Assistance By Hire), services and supplies with a Resource Order number.
- Vehicles, equipment and apparatus utilizing established Rates based on actual operating costs.
- Fire Base Camp – Incident Command Post set-up and operational costs.
- Food services for Incident personnel.
- Transportation to/from Incident.
- Repair/replacement of uninsured items and small equipment damaged or destroyed during fire suppression (with IC approval and completed OF-289, Property Loss or Damage Report).
- Use of Aircraft services.
- Personnel costs utilizing established Rates based on actual operating costs.
- Incident Management Team, mobilization and support.
- FPA's liability for Cost Share percentages.
- Dispatch personnel and services
- Fire suppression damage repair.

2. Excluded Expenses

- Costs incurred following the initial dispatch of any ground resources to the fire for the duration of the initial 24-hour mutual aid period.
- FPA equipment and repair/maintenance costs associated with wildland fire response and normal wear and tear.
- Individuals and agencies when in "mutual aid" to FPA.
- "Profit" and Administrative fees.
- Agency Overhead personnel not specifically assigned to the incident

- Non-expendable (non-consumable) accountable property, i.e. Chainsaws, FAX Machines, and Mobile Air Conditioners.
- Claims and award payments.
- Interest and indemnities payments.
- FPA Burned Area Emergency Rehabilitation (BAER) beyond suppression damage repair.
- Resources demobilized before the end of the mutual aid period.
- Escaped Prescribed Burns FPA.

3. Negotiable Expenses

Costs not outlined above may be subject to negotiation between the parties for payment.

The FPA should notify the DIVISION of any questions, issues or situations regarding qualifying expenses that are not clear or require negotiation. The DIVISION will set a meeting to discuss and/or resolve. If the parties are unable to reach a mutually agreeable resolution, either party may refer the matter to the Review Committee (Section K) for further action.

C. Annual Planning Meeting

Annually, representatives of the DIVISION, the FPA, and others deemed necessary, shall meet and jointly discuss, review, and update as necessary the WFPP, develop an annual operating plan (AOP), and set the FPA's rates for personnel and equipment. The AOP will identify, among other things, prioritized hazardous fuel treatment areas, training needs, equipment needs, defensible space activities and personnel responsible for representing the WFPP program interests for cost containment, FMAG data, and cost recovery. All AOP's will be signed by March of each year.

The DIVISION will arrange the date and location for the meeting each year.

D. Delegation of Authority

The FPA extends a "blanket" delegation of authority to the DIVISION as the DIVISION performs pre-fire activities in the FPA's jurisdiction as agreed to in the AOP. For emergency activities, a formal delegation of authority by the FPA may be created and administered to the DIVISION at the discretion of the FPA.

E. Use of Incident Management Teams

The FPA will notify the DIVISION Regional/State Duty Officer of any wildland fire in their jurisdiction that may require mobilization of an Incident Management Team. The DIVISION, together with the FPA when possible, will participate in unified command role and actively participate as an Agency Administrator/Agency Representative on any Type III, Type II or Type I wildland incident in a WFPP jurisdiction.

F. Organizing, Equipping, and Training

The FPA will cooperate in the training, equipping and maintaining of wildland firefighting forces in the FPA.

The DIVISION will assist the FPA in the organizing, equipping and training of FPA and cooperator forces to detect, contain and extinguish wildland fires, as agreed to in the AOP.

G. Wildfire Pre-Suppression

The FPA will provide a list of prioritized hazardous fuel reduction projects to the DIVISION for inclusion in the WFPP partner's AOP. The Division will assist with hazardous fuels reduction, including treatment plans; State Historic Preservation Office (SHPO) pre-project reviews for potential impacts upon historic properties; Threatened and Endangered (T&E) species occurrences; and other technical services as requested and available. The DIVISION will provide, at the FPA'S request, subject to availability, personnel and apparatus to assist in Public Wildfire Education Programs, and the DIVISION and the FPA will collaborate on a wildland fire prevention program that includes a common message.

The FPA will provide the DIVISION with a list of subdivisions, infrastructure, businesses, and other critically important community attributes within their jurisdiction for use in development of Fire Management Assistance Grant (FMAG) applications should the need arise.

H. Wildfire Suppression

The DIVISION and the FPA will utilize the "closest forces" concept for all wildland fire responses. This concept dictates that the closest available, appropriate resources respond to initial attack fires, regardless of jurisdiction, whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the "closest forces" concept is modified and the respective agencies will request the most appropriate resource to aid in the suppression of a wildfire. In lieu of established rates, the DIVISION will pay FPA volunteer fire departments \$20 per hour (with a two hour minimum) per fire engine/tender for wildland fire suppression responses in the FPA.

I. Reporting/Notification

The FPA will notify the DIVISION Regional Duty Officer of any wildland fire in their jurisdiction at time of size up or as soon as reasonably possible.

The FPA will request an FMAG at the earliest sign the incident will grow to a qualifying event and/or into a major disaster. The FMAG request will contain a detailed list of all threatened resources prompting the request.

The FPA will submit a report to DIVISION annually which includes:

- A list of all wildland fires with a duration less than 24 hours that occurred within their jurisdiction for use in annual reporting.
- All hazardous fuel reduction treatments/efforts undertaken in their jurisdiction
- Any enhancements made to FPA wildland fire suppression capabilities

J. Prescribed Burning

The DIVISION and the FPA will coordinate technical assistance for prescribed fires and fuels reduction projects. The DIVISION will provide burn resources at the discretion and amount requested of the FPA based upon availability. The DIVISION will only participate on FPA prescribed fires that have approved burn plans per NWCG standards. Prescribed burning costs are not eligible for reimbursement under the WFPP.

K. Review Committee

The STATE will establish a review committee to adjudicate issues or questions between the DIVISION and the FPA which cannot be resolved informally through the parties. The Director of the Department of Conservation and Natural Resources (DCNR) will request one STATE representative and two individuals from jurisdictions other than where the dispute is occurring to serve on the Committee. The Committee will meet and discuss the issue and make a non-binding recommendation to the Director of DCNR for a final decision. The use of a Review Committee, however, is not intended to alter or supplant any other remedy either party may have at law.

L. Reimbursement/Payment

The DIVISION will provide reimbursement to the FPA, or provide for direct payment of approved costs to Federal Agencies and other vendors.

FPA

1. Billing invoice requirements:
 - a. One incident per invoice;
 - b. Incident name;
 - c. Incident start date;
 - d. Incident number (State and Federal);
 - e. Contact point for questions;
 - f. Standard billing documentation: Dispatch Resource Orders, Cost Share Agreements, Transaction Registers and backup documentation (Resource Order Numbers for all Supplies, Incident Dispatch Log).

The FPA will prepare and submit to the DIVISION incident billing packages no later than six (6) months from the date the incident is declared out, with the exception of certain FEMA, Civil Cost Recovery and other incidents that warrant specific time tables. The DIVISION reserves the right to return billing packages not meeting the billing invoice requirements outlined above, for correction. Failure to meet these timelines shall not be

construed as a release or waiver of claims for reimbursement against the other party. If the six (6)-month timeframe cannot be met, immediate written notification shall be made to the DIVISION Deputy Administrator.

For Federal Emergency Management Agency (FEMA) billings, the DIVISION will be the lead agency for all bills to be submitted for the Fire Management Assistance Grant Program (FMAG). The DIVISION requires estimated bills from the FPA within 30 days of the fire being declared out. The FPA will track resources and costs associated with wildland fires.

FPAFPA

M. Cost Share Agreements

The FPA will notify the DIVISION Regional/State Duty Officer, in a timely manner, of any wildland fire in their jurisdiction that may require a cost share agreement. The DIVISION will assume an active role in the development of the cost share agreement and must ratify the agreement in order for any expenses incurred through the agreement to qualify under the WFPP.

N. Fire Investigations/

PARTIES shall render mutual assistance in investigation and law enforcement activities, and in court prosecutions, to the fullest extent possible. The FPA will request a wildland fire investigator through the resource ordering system for all fires which may warrant cost recovery actions, or is suspicious in nature. The FPA shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands.

O. Cost Recovery

The FPA is responsible to file cost recovery actions on trespass fires when feasible, or the DIVISION may not cover the cost of the fire for the FPA. The DIVISION has the ability to seek cost recovery actions on known human caused fires, if the FPA has filed for cost recovery. To the extent permitted by State law, the FPA will provide investigation files relative to the fire to the DIVISION.

Third Party Cost Recovery: In responding to and suppressing a wildland fire, the agency that has the land management jurisdiction/administration role (i.e., the agency that administers the lands where the fire ignited) is considered the "lead" agency. Other agencies, which provide fire protection or perform other fire related services, are considered "cooperating agencies." The lead agency is responsible for determining the fire origin and cause of ignition and the suspected person who or entity that negligently or intentionally ignited the fire. The cooperating agency law enforcement and/or fire investigation personnel will assist the lead agency in making those assessments. Consequently, at the outset of the investigation, the lead agency must invite federal enforcement personnel or other appropriate fire investigation personnel to work jointly with the lead agency to determine the fire cause and origin and determine whether the fire was human and negligently caused. Should the lead agency choose not to investigate, and/or the fire originates on private lands, the lead agency must invite federal law enforcement officers to investigate the fire.

Cost Recovery: Authority to recover suppression costs and damages from individuals causing a fire varies depending on contracts, agreements, permits and applicable laws. The Authorized Representatives of affected agencies will attempt to reach mutual agreement as soon as possible after a fire on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Agency may independently pursue civil actions against individuals to recover suppression costs and damages. In the cases where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Agency taking reciprocal action.

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __12__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to create a pay scale for part time/seasonal employees wages to begin at the same rate as the same position as a full time employee, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __13__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action recognizing the month of April as "National County Government Month" as presented by the National Association of Counties (NACo), and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

50 State Route 305
Battle Mountain, NV 89820

Sent from my iPhone

On Apr 2, 2019, at 1:40 PM, Patsy Waits <pwaits@landercountynv.org> wrote:

Hi Keith

We had talked before about recognizing April.

We probably need to get it on the agenda. Even if
we do a press release or something.

Did you get my message on putting the opioid lawsuit
on the agenda.

Travel safely

Thx

Patsy

----- Forwarded message -----

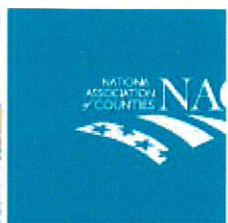
From: **NACo** <naco@naco.org>

Date: Mon, Apr 1, 2019 at 11:41 AM

Subject: Celebrate National County Government Month with NACo

To: <pwaits@landercountynv.org>

Having trouble viewing this email? [Click Here](#)

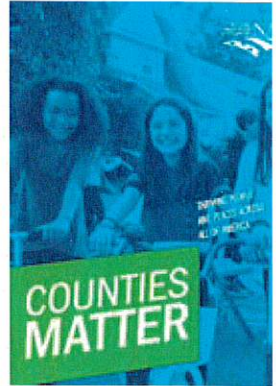


Celebrate National County Government Month

April is [National County Government Month](#) (NCGM)! To celebrate, the National Association of Counties (NACo) is proud to present two of our latest resources.

Our refreshed [Counties Matter](#) campaign includes updated data to help you explain the county role in key areas of everyday life, including infrastructure, justice and public safety, health, human services, public lands and other functions like elections, parks and record-keeping.

We've also launched an enhanced version of our online interactive [County Explorer](#) tool. The new version includes hundreds of data points and printable profiles on every county, parish and borough in America. It's also been upgraded to navigate and use on tablets and mobile devices.



You can access these resources and many others to help you with policy advocacy on NACo's [website](#).

This year's NCGM theme is "Connecting the Unconnected," which is consistent with [NACo President Greg Cox's initiative](#). The theme showcases how counties, parishes and boroughs deliver "people-centered" services, maximize government efficiency and ensure responsible stewardship of taxpayer dollars.

Visit www.naco.org/NCGM to access resources to help you share your efforts with the public, including graphics and a [toolkit](#) with media outreach tips, a sample proclamation and a news release.

[NCGM Resources](#)

[Counties Matter](#)

[County Explorer](#)

[Tweet #NCGM](#)

Please share your activities on NACo's [Facebook page](#) and include us on Twitter with [@NACoTweets](#). Join the conversation by using the hashtag [#NCGM](#). Make use of the sample posts below, and [click here](#) to download NCGM social media graphics.



[April is National #County Government Month and this year's theme is "Connecting the Unconnected." \[INSERT COUNTY SPECIFIC INFO TO HIGHLIGHT\] #NCGM](#)



#CountiesMatter: #Counties serve nearly every American every day. Urban, suburban and rural – counties work to keep our communities healthy, safe and vibrant. To learn more, visit www.NACo.org/CountiesMatter #NCGM



To celebrate National County Government Month, check out the @NACoTweets "My County Works" activity book for elementary students, created in partnership with @icivics. Download your copy today www.NACo.org/iCivics #NCGM #CountiesWork



To celebrate National County Government Month, play the @NACoTweets @iCivics #CountiesWork game, an online game where anyone can simulate the important roles and functions of #county leaders www.NACo.org/iCivics #TeachLocal #NCGM #CountiesMatter



#Counties deliver vital services to residents – [INSERT SPECIFIC COUNTY INFO TO HIGHLIGHT] #NCGM #CountiesMatter

NACo wants to know about the activities you have planned so we can share this information with other counties. Please email your activities to Paul Guequierre at pguequierre@naco.org. Send media coverage, proclamations, photos and videos of your county's celebrations.

Kick off National County Government Month with National Service Recognition Day on Tuesday, April 2! [Click here](#) to learn more and sign up.

Also during NCGM, join us for County Health Day on Thursday, April 18, and share your county's progress toward improving health for all! [Click here](#) and follow [@NACoTweets](#) for more information.



NATIONAL ASSOCIATION *of* COUNTIES

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __14__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove Amended Resolution #2019-01 directing apportionment of the marijuana establishment tax, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

AMENDED RESOLUTION NO. 2019-01

Of the Board of Lander County Commissioners

A RESOLUTION DIRECTING APPORTIONMENT OF MARIJUANA ESTABLISHMENT TAX RECEIVED IN THE MONTH OF JANUARY 2019

WHEREAS, on January 25, 2019, the Lander County Treasurer received \$88,235.29 in Marijuana Establishment Tax: and

WHEREAS, it is the desire of the Lander County Board of Commissioners to appropriate the Marijuana Establishment Tax to the Lander Economic Development Authority, fund (015) \$20,000.00 and to the General fund (001) \$66,235.29, and:

BE IT FURTHER RESOLVED, that future distributions for the Marijuana Establishment tax be apportioned to the General fund.

PASSED AND ADOPTED this 11th day of April, 2019.

THOSE VOTING AYE:	Commissioner	_____
	Commissioner	_____
	Commissioner	_____
	Commissioner	_____
	Commissioner	_____
THOSE VOTING NAY:	Commissioner	_____
THOSE ABSENT:	Commissioner	_____

Patsy A. Waits, Chair
Lander County Board of Commissioners

ATTEST: _____
SADIE SULLIVAN
Lander County Clerk

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __15__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove Resolution #2019-02 setting the Fiscal Year 2019-2020 tax rate for the General Fund (001) and the Youth Services Fund (001), and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

RESOLUTION NO. 2019-02

Of The Board of Lander County Commissioners

A RESOLUTION SETTING THE FY 2019-2020 TAX RATE FOR THE GENERAL FUND (001) AND THE YOUTH SERVICES, ALSO IN FUND (001).

WHEREAS, Lander County Board of Commissioners used a tax rate of \$1.2650 per \$100 of an assessed value in calculating estimated revenue to be apportioned to the General Fund for the 2018-2019 fiscal year, and a tax rate of \$0.0029 per \$100 of an assessed value in calculating estimated revenue to be apportioned to the Youth Services, also in the General Fund for the 2018-2019 fiscal year; and

WHEREAS, The levy on Youth Services mandates a tax rate of \$0.0009 per \$100 of assessed value needed to fund Youth Services; and

NOW, THEREFORE, BE IT RESOLVED, that the Lander County Board of Commissioners hereby approve the rate of \$1.2670 per \$100 of assessed value for the General fund, excluding the Net Proceeds of Mines, and the tax rate of \$0.0009 per \$100 of assessed value for the Youth Services, also in the General fund, for use in the General Fund for the 2019-2020 fiscal year.

PASSED AND ADOPTED this 11th day of April 2019.

THOSE VOTING AYE: Commissioner _____

Commissioner _____

Commission _____

Commissioner _____

Commissioner _____

THOSE VOTING NAY: Commissioner _____

THOSE ABSENT: Commissioner _____

Patsy A. Waits, Chair
Lander County Board of Commissioners

ATTEST:

SADIE SULLIVAN
Lander County Clerk

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __16__

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

Public Comment:

Background:

Recommended Action:

1. Monthly Reports to Lander County Commissioners January 2019.
 - a. Lander County Clerk
 - b. Austin Justice of the Peace
 - c. Argenta Justice Court
 - d. Lander County Recorder
2. Monthly Reports to Lander County Commissioners February 2019.
 - a. Lander County Clerk
 - b. Austin Justice of the Peace
 - c. Argenta Justice Court
 - d. Lander County Recorder
3. Monthly Reports to Lander County Commissioners March 2019.
 - a. Lander County Clerk
 - b. Austin Justice of the Peace
 - c. Argenta Justice Court
 - d. Lander County Recorder
4. Nevada Division of Environmental Protection Notice of Decision Water Pollution Control Permit Number NEV0094110 for Newmont USA Limited, Mule Canyon Mine, March 7, 2019.
5. Western Counties Alliance grazing fee update by Ken Brown-Executive Director.
6. Weekly Blackfly and Mosquito Abatement Report from Robin Gray.
7. United States Department of the Interior Proposed Decision Stonewall Mountain Bighorn Sheep Water Development.
8. Quarterly Report from the Lander County Public Defender.

MONTHLY REPORTS TO LANDER COUNTY COMMISSIONERS

JANUARY 2019

- 1) LANDER COUNTY CLERK – MONIES COLLECTED FOR THE MONTH OF JANUARY 2019
- 2) AUSTIN JUSTICE OF THE PEACE – MONIES COLLECTED FOR THE MONTH OF JANUARY 2019
- 3) ARGENTA JUSTICE COURT – FINES/FORFEITS FOR THE MONTH OF JANUARY 2019
- 4) LANDER COUNTY RECORDER – TOTAL AMOUNT REMITTED TO TREASURER FOR THE MONTH OF JANUARY 2019

Lander County Clerk's Office
Monies Collected for the Month of:
JANUARY 2019

<u>ACCOUNT</u>	<u>AMOUNT</u>
TOTAL STATE FEES	\$ 249.00
TOTAL COUNTY FEES	\$ 914.00
TOTAL LAW LIBRARY FUND	\$ 15.00
TOTAL DOMESTIC VIOLENCE	\$ 25.00
TOTAL LEGAL AID FUND	\$ 25.00
TOTAL DRUG TEST FEES	\$ 365.00
 TOTAL MONIES COLLECTED FOR THE MONTH OF JANUARY 2019	 \$ 1,593.00



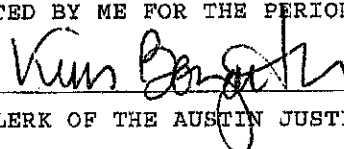
LANDER COUNTY CLERK

Approved by State Board of Accounts for LANDER County - 2019

To Auditor of LANDER County, NEVADA
Collecting for Period: 12/31/2018 thru 01/31/2019

Account	Prior Collections	Collections This Period	Year To Date Collections
6I AA FEE - GENETIC MARKER ANALYSIS	1,529.00	330.00	1,859.00
6I AA FEE - JUSTICE #085-32003	3,598.00	770.00	4,368.00
6I AA FEE - JUVENILE #286-32006	1,028.00	220.00	1,248.00
6I AA FEE - STATE (A #090-32005	19,044.00	2,490.00	21,534.00
6I AA FEE - STATE (G #090-000-32013	2,570.00	550.00	3,120.00
6I BAIL FORFEITURES #001-35030	39,560.00	4,400.00	43,960.00
6I BAIL/BOND PROCESSING FEE	0.00	0.00	0.00
6I BOND FILING FEE VICTIMS OF CRIME	0.00	0.00	0.00
6I CIVIL FEES	37.50	0.00	37.50
6I CIVIL FEES - COURT ACCOUNT/	12.50	0.00	12.50
6I COUNTY FINES/FORF #001-35030	1,293.94	156.06	1,450.00
6I DEPARTMENT OF WILDLIFE - COUNTY	0.00	0.00	0.00
6I DEPARTMENT OF WILDLIFE CIVIL FEES	335.00	0.00	335.00
6I DOMESTIC VIOLENCE FEE	0.00	0.00	0.00
6I DUI SPECIALTY COURT FEE (AOC)	0.00	0.00	0.00
6I EPAYMENT CONVENIENCE FEE	1,686.33	231.25	1,917.58
6I FACILITY ASSESSME #285-34201	5,076.06	1,100.00	6,176.06
6I FELONY/GROSS MISD FORF -	0.00	0.00	0.00
SPECIALTY CO			
6I FELONY/GROSS MISD FORF - VICTIMS	0.00	0.00	0.00
OF C			
6I FINE - STATE OF N #090-35030	0.00	0.00	0.00
6I FINE -LANDER COUN #090-35030	0.00	0.00	0.00
6I LC98-3 OTHER #01-32009	10.00	0.00	10.00
6I MISCELLANEOUS FEE #001-000-38080	0.00	0.00	0.00
6I NON SUFFICIENT FUNDS	30.00	0.00	30.00
6I NRS 4.065 (SB#62) #090-32015	1.00	0.00	1.00
6I OVERPAYMENTS TO THE COUNTY	5.00	1.00	6.00
6I SPECIALTY COURT F #090-32207	3,558.50	770.00	4,328.50
6I SUBSTANCE ABUSE FEE (CHEMICAL	0.00	0.00	0.00
FEE)			
Totals:	79,374.83	11,018.31	90,393.14

State of NEVADA LANDER County, SS:

I SWEAR THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT OF ALL COSTS AND FEES
BELONGING TO THE ABOVE NAMED COUNTY COLLECTED BY ME FOR THE PERIOD SHOWN.

 CLERK OF THE AUSTIN JUSTICE COURT COURT

 FILED
 2019 FEB -1 AM 8:37
 LANDER COUNTY CLERK

JUSTICE OF THE PEACE
AUSTIN TOWNSHIP - CRIMINAL ACCT
P.O. BOX 100
AUSTIN, NV 89310

DATE 1/31/19

001118
94-7074/3212

PAY
TO THE
ORDER OF

Lander County Treasurer

\$ 10,787.00

DOLLARS



Wells Fargo Bank, N.A.
Nevada

MEMO

January 2019

VOID AFTER 90 DAYS

Donna Loran

VOID AFTER 90 DAYS

⑈001118⑈ ⑆321270742⑆

0404029175⑈

FILED

2019 FEB -1 AM 8:37

LANDER COUNTY CLERK

ARGENTA JUSTICE COURT
MONTHLY FINANCIAL STATEMENT

FILED

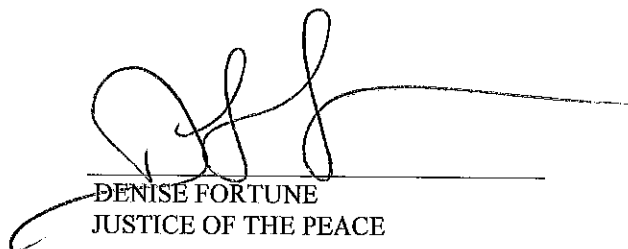
2019 JAN 31 PM 4:32

LANDER COUNTY CLERK

I, Denise Fortune, JUSTICE OF THE PEACE OF ARGENTA TOWNSHIP, LANDER COUNTY,
NEVADA, DO HEREBY SWEAR, UNDER OATH, THAT THE FOLLOWING IS A TRUE AND
CORRECT ACCOUNTING OF ALL FEES RECEIVED BY ME FOR THE MONTH ENDING
JANUARY, 2019.

MARTINEZ	(WEDDING)	\$ 70.00
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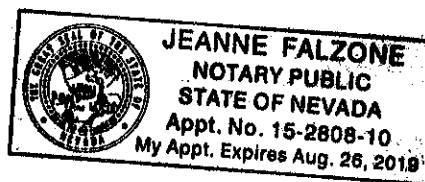
TOTAL		\$ 0.00
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DENISE FORTUNE
JUSTICE OF THE PEACE

State of Nevada
County of Lander

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 31st, DAY OF JANUARY, 2019


NOTARY PUBLIC



Disbursed Total

FINES & FEES MONTH OF JANUARY 2019

26,402.00

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
6H AA FEE - STATE (AOC)	LANDER COUNTY TREASURER	N/A	N/A	5,562.00	140
6H AA FEE - JUSTICE	LANDER COUNTY TREASURER	N/A	N/A	1,099.00	139
6H AA FEE - JUVENILE	LANDER COUNTY TREASURER	N/A	N/A	314.00	139
6H AA FEE - STATE (GENERAL)	LANDER COUNTY TREASURER	N/A	N/A	785.00	139
6H AA FEE - GENETIC MARKER ANALYSIS	LANDER COUNTY TREASURER	N/A	N/A	459.00	137
6H BAIL/BOND PROCESSING FEE BOND FEES	LANDER COUNTY TREASURER	N/A	N/A	93.75	5
6H CIVIL FEES	LANDER COUNTY TREASURER	N/A	N/A	1,315.25	25
6H CIVIL FEES - COURT ACCOUNT	LANDER COUNTY TREASURER	N/A	N/A	593.25	30
6H COPY FEES	LANDER COUNTY TREASURER	N/A	N/A	13.50	0
6H DOMESTIC VIOLENCE FEE	LANDER COUNTY TREASURER	N/A	N/A	70.00	2
6H FACSIMILE FEES	LANDER COUNTY TREASURER	N/A	N/A	359.25	0
6H FINE - STATE OF NEVADA	LANDER COUNTY TREASURER	N/A	N/A	30.00	2
6H COUNTY FINES/FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	3,489.00	14
6H FACILITY ASSESSMENT FEE	LANDER COUNTY TREASURER	N/A	N/A	1,530.00	137
6H LC98-3 OTHER	LANDER COUNTY TREASURER	N/A	N/A	230.00	24
6H MARRIAGE FEE - STATE	LANDER COUNTY TREASURER	N/A	N/A	5.00	0
6H SUBSTANCE ABUSE FEE (CHEMICAL FEE)	LANDER COUNTY TREASURER	N/A	N/A	25.00	1
6H NRS 4.065 (SB#62)	LANDER COUNTY TREASURER	N/A	N/A	23.00	24
6H SPECIALTY COURT FEE (MISD)	LANDER COUNTY TREASURER	N/A	N/A	1,071.00	138
6H STATE FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	9,210.00	131
6H BOND FILING FEE VICTIMS OF CRIME	LANDER COUNTY TREASURER	N/A	N/A	125.00	5

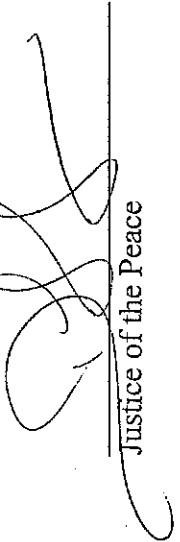
138

*** End of Report ***

STATE OF NEVADA
COUNTY OF LANDER

DENISE FORTUNE, Justice of the Peace of Argenta Township, Lander County, Nevada,
being first duly sworn deposes and says:
That all causes and matters heretofore submitted to him have been decided.
That since filing my last report the above fines have been collected, which are being
submitted to the Treasurer of Lander County.

Subscribed and sworn to before me this 31st day of January, 2019.


Justice of the Peace

FILED
2019 JAN 31 PM 3:54
LANDER COUNTY CLERK

Lander County Recorder

Lesley L Bunch
50 State Route 305
Battle Mountain, NV 89820

FILED**2019 FEB -1 PM 12:32****MONTHLY REPORT****LANDER COUNTY CLERK**

The following fees were collected for the period of January 01, 2019 through January 31, 2019

<u>ACCOUNT</u>	<u>AMOUNT</u>
RECORDINGS	\$3,372.00
OUTSTANDING RCD	\$0.00
OVERPYMT KEPT	\$6.00
OVERPYMT VOUCHER	\$0.00
AB 6 NOD FORECLOSURE MEDIATION FUND	\$285.00
AB 6 NOD BUDGET SHORTFALL	\$450.00
AB 259 NOD INDIGENT	\$15.00
REAL PROPERTY TRANSFER TAX (General)	\$1,786.95
REAL PROPERTY TRANSFER TAX (State .10)	\$324.90
REAL PROPERTY TRANSFER TAX (State 1.30)	\$4,223.70
COPY WORK	\$216.00
SB 14 DOMESTIC VIOLENCE FUND	\$25.00
TECHNOLOGY FEE	\$1,000.00
FUND TO ASSIST (Previous Foster Care)	\$200.00
LEGAL SERVICES FOR INDIGENT	\$600.00
COMPENSATION OF INVESTIGATORS APPOINTED BY DISTRICT COURT	\$200.00
DEPARTMENT OF MINERALS (State)	\$1,120.00
MAPS	\$1,680.00
TOTAL AMOUNT REMITTED TO TREASURER:	\$15,504.55



Lander County Recorder

MONTHLY REPORTS TO LANDER COUNTY COMMISSIONERS

FEBRUARY 2019

- 1) LANDER COUNTY CLERK – MONIES COLLECTED FOR THE MONTH OF
FEBRUARY 2019**
- 2) AUSTIN JUSTICE OF THE PEACE – MONIES COLLECTED FOR THE MONTH
OF FEBRUARY 2019**
- 3) ARGENTA JUSTICE COURT – FINES/FORFEITS FOR THE MONTH OF
FEBRUARY 2019**
- 4) LANDER COUNTY RECORDER – TOTAL AMOUNT REMITTED TO
TREASURER FOR THE MONTH OF FEBRUARY 2019**

Lander County Clerk's Office
Monies Collected for the Month of:
FEBRUARY 2019

<u>ACCOUNT</u>	<u>AMOUNT</u>
TOTAL STATE FEES	\$ 585.00
TOTAL COUNTY FEES	\$ 389.50
TOTAL LAW LIBRARY FUND	\$ 15.00
TOTAL DOMESTIC VIOLENCE	\$ 75.00
TOTAL LEGAL AID FUND	\$ 25.00
TOTAL DRUG TEST FEES	\$ 4,638.50
 TOTAL MONIES COLLECTED FOR THE MONTH OF FEBRUARY 2019	 \$ 5,728.00



LANDER COUNTY CLERK


Approved by State Board of Accounts for LANDER County - 2019

To Auditor of LANDER County, NEVADA
Collecting for Period: 01/31/2019 thru 02/27/2019

Account	Prior Collections	Collections This Period	Year To Date Collections
6I AA FEE - GENETIC MARKER ANALYSIS	1,859.00	234.00	2,093.00
6I AA FEE - JUSTICE #085-32003	4,368.00	560.00	4,928.00
6I AA FEE - JUVENILE #286-32006	1,248.00	160.00	1,408.00
6I AA FEE - STATE (A #090-32005	21,534.00	2,170.00	23,704.00
6I AA FEE - STATE (G #090-000-32013	3,120.00	400.00	3,520.00
6I BAIL FORFEITURES #001-35030	43,960.00	5,023.00	48,983.00
6I BAIL/BOND PROCESSING FEE	0.00	0.00	0.00
6I BOND FILING FEE VICTIMS OF CRIME	0.00	0.00	0.00
6I CIVIL FEES	37.50	0.00	37.50
6I CIVIL FEES - COURT ACCOUNT/	12.50	0.00	12.50
6I COUNTY FINES/FORF #001-35030	1,450.00	325.00	1,775.00
6I DEPARTMENT OF WILDLIFE - COUNTY	0.00	0.00	0.00
6I DEPARTMENT OF WILDLIFE CIVIL FEES	335.00	0.00	335.00
6I DOMESTIC VIOLENCE FEE	0.00	0.00	0.00
6I DUI SPECIALTY COURT FEE (AOC)	0.00	0.00	0.00
6I EPAYMENT CONVENIENCE FEE	1,917.58	214.32	2,131.90
6I FACILITY ASSESSME #285-34201	6,176.06	810.00	6,986.06
6I FELONY/GROSS MISD FORF - SPECIALTY CO	0.00	0.00	0.00
6I FELONY/GROSS MISD FORF - VICTIMS OF C	0.00	0.00	0.00
6I FINE - STATE OF N #090-35030	0.00	0.00	0.00
6I FINE -LANDER COUN #090-35030	0.00	0.00	0.00
6I LC98-3 OTHER #01-32009	10.00	0.00	10.00
6I MISCELLANEOUS FEE #001-000-38080	0.00	0.00	0.00
6I NON SUFFICIENT FUNDS	30.00	0.00	30.00
6I NRS 4.065 (SB#62) #090-32015	1.00	0.00	1.00
6I OVERPAYMENTS TO THE COUNTY	6.00	0.00	6.00
6I SPECIALTY COURT F #090-32207	4,328.50	567.00	4,895.50
6I SUBSTANCE ABUSE FEE (CHEMICAL FEE)	0.00	0.00	0.00
Totals:	90,393.14	10,463.32	100,856.46

State of NEVADA LANDER County, SS:

I SWEAR THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT OF ALL COSTS AND FEES
BELONGING TO THE ABOVE NAMED COUNTY COLLECTED BY ME FOR THE PERIOD SHOWN.


CLERK OF THE AUSTIN JUSTICE COURT COURT

ARGENTA JUSTICE COURT
MONTHLY FINANCIAL STATEMENT

FILED

2019 MAR -1 AM 11:22

LANDER COUNTY CLERK

I, Denise Fortune, JUSTICE OF THE PEACE OF ARGENTA TOWNSHIP, LANDER COUNTY,
NEVADA, DO HEREBY SWEAR, UNDER OATH, THAT THE FOLLOWING IS A TRUE AND
CORRECT ACCOUNTING OF ALL FEES RECEIVED BY ME FOR THE MONTH ENDING
FEBRUARY, 2019.

STELTON	(WEDDING)	\$ 70.00
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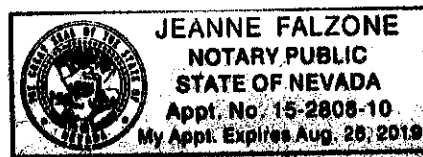
TOTAL		\$ 70.00
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DENISE FORTUNE
JUSTICE OF THE PEACE

State of Nevada
County of Lander

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 1ST DAY OF MARCH, 2019


NOTARY PUBLIC



Disbursed Total

FINES & FEES MONTH OF FEBRUARY 2019

16,095.00

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
6H AA FEE - STATE (AOC)	LANDER COUNTY TREASURER	N/A	N/A	3,046.00	94
6H AA FEE - JUSTICE	LANDER COUNTY TREASURER	N/A	N/A	693.00	94
6H AA FEE - JUVENILE	LANDER COUNTY TREASURER	N/A	N/A	198.00	94
6H AA FEE - STATE (GENERAL)	LANDER COUNTY TREASURER	N/A	N/A	495.00	94
6H AA FEE - GENETIC MARKER ANALYSIS	LANDER COUNTY TREASURER	N/A	N/A	294.00	93
6H BAIL/BOND PROCESSING FEE BOND FEES	LANDER COUNTY TREASURER	N/A	N/A	93.75	5
6H CIVIL FEES	LANDER COUNTY TREASURER	N/A	N/A	1,140.00	19
6H CIVIL FEES - COURT ACCOUNT	LANDER COUNTY TREASURER	N/A	N/A	557.25	24
6H FACSIMILE FEES	LANDER COUNTY TREASURER	N/A	N/A	438.00	0
6H COUNTY FINES/FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	2,205.00	8
6H FACILITY ASSESSMENT FEE	LANDER COUNTY TREASURER	N/A	N/A	980.00	93
6H LC98-3 OTHER	LANDER COUNTY TREASURER	N/A	N/A	190.00	19
6H MARRIAGE FEE - STATE	LANDER COUNTY TREASURER	N/A	N/A	5.00	0
6H SUBSTANCE ABUSE FEE (CHEMICAL FEE)	LANDER COUNTY TREASURER	N/A	N/A	60.00	1
6H NRS 4.065 (SB#62)	LANDER COUNTY TREASURER	N/A	N/A	19.00	19
6H SPECIALTY COURT FEE (MISD)	LANDER COUNTY TREASURER	N/A	N/A	686.00	93
6H DUI SPECIALTY COURT FEE (AOC)	LANDER COUNTY TREASURER	N/A	N/A	100.00	1
6H STATE FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	4,770.00	91
6H BOND FILING FEE VICTIMS OF CRIME	LANDER COUNTY TREASURER	N/A	N/A	125.00	5

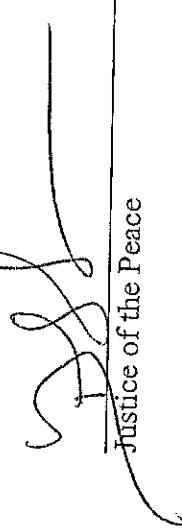
144

** End of Report ***

STATE OF NEVADA
COUNTY OF LANDER

DENISE FORTUNE, Justice of the Peace of Argenta Township, Lander County, Nevada,
being first duly sworn deposes and says:
That all causes and matters heretofore submitted to him have been decided.
That since filing my last report the above fines have been collected, which are being
submitted to the Treasurer of Lander County.

Subscribed and sworn to before me this 1st day of March, 2019.


Justice of the Peace

FILED

2019 MAR -1 PM 4:01

LANDER COUNTY CLERK

Lander County Recorder

Lesley L. Bunch
50 State Route 305
Battle Mountain, NV 89820

FILED**2019 MAR -4 AM 9:44****MONTHLY REPORT****LANDER COUNTY CLERK**

The following fees were collected for the period of February 1, 2019 thru February 28, 2019

<u>ACCOUNT</u>	<u>AMOUNT</u>
RECORDINGS	\$1,991.00
OUTSTANDING RCD	\$0.00
OVERPYMT KEPT	\$2.00
OVERPYMT VOUCHER	\$0.00
AB 6 NOD FORECLOSURE MEDIATION FUND	\$0.00
AB 6 NOD BUDGET SHORTFALL	\$0.00
AB 259 NOD INDIGENT	\$0.00
REAL PROPERTY TRANSFER TAX (General)	\$817.30
REAL PROPERTY TRANSFER TAX (State .10)	\$148.60
REAL PROPERTY TRANSFER TAX (State 1.30)	\$1,931.80
COPY WORK	\$589.65
SB 14 DOMESTIC VIOLENCE FUND	\$5.00
TECHNOLOGY FEE	\$395.00
FUND TO ASSIST (Previous Foster Care)	\$79.00
LEGAL SERVICES FOR INDIGENT	\$237.00
COMPENSATION OF INVESTIGATORS APPOINTED BY DISTRICT COURT	\$79.00
DEPARTMENT OF MINERALS (State)	\$90.00
MAPS	\$0.00
TOTAL AMOUNT REMITTED TO TREASURER:	\$6,365.35


Lesley L. Bunch
Lander County Recorder

MONTHLY REPORTS TO LANDER COUNTY COMMISSIONERS

MARCH 2019

- 1) LANDER COUNTY CLERK – MONIES COLLECTED FOR THE MONTH OF MARCH 2019
- 2) AUSTIN JUSTICE OF THE PEACE – MONIES COLLECTED FOR THE MONTH OF MARCH 2019
- 3) ARGENTA JUSTICE COURT – FINES/FORFEITS FOR THE MONTH OF MARCH 2019
- 4) LANDER COUNTY RECORDER – TOTAL AMOUNT REMITTED TO TREASURER FOR THE MONTH OF MARCH 2019

Lander County Clerk's Office
Monies Collected for the Month of:
MARCH 2019

<u>ACCOUNT</u>	<u>AMOUNT</u>
TOTAL STATE FEES	\$ 301.00
TOTAL COUNTY FEES	\$ 514.49
TOTAL LAW LIBRARY FUND	\$ 0.00
TOTAL DOMESTIC VIOLENCE	\$ 75.00
TOTAL LEGAL AID FUND	\$ 0.00
TOTAL DRUG TEST FEES	\$ 8,636.00
 TOTAL MONIES COLLECTED FOR THE MONTH OF MARCH 2019	 \$ 9,526.49



LANDER COUNTY CLERK

Approved by State Board of Accounts for LANDER County - 2019

To Auditor of LANDER County, NEVADA
Collecting for Period: 02/27/2019 thru 03/28/2019

Account	Prior Collections	Collections This Period	Year To Date Collections
SI AA FEE - GENETIC MARKER ANALYSIS	2,093.00	246.00	2,339.00
SI AA FEE - JUSTICE #085-32003	4,928.00	567.00	5,495.00
SI AA FEE - JUVENILE #286-32006	1,408.00	162.00	1,570.00
SI AA FEE - STATE (A #090-32005	23,704.00	1,786.00	25,490.00
SI AA FEE - STATE (G #090-000-32013	3,520.00	405.00	3,925.00
SI BAIL FORFEITURES #001-35030	48,983.00	3,090.00	52,073.00
SI BAIL/BOND PROCESSING FEE	0.00	0.00	0.00
SI BOND FILING FEE VICTIMS OF CRIME	0.00	0.00	0.00
SI CIVIL FEES	37.50	37.50	75.00
SI CIVIL FEES - COURT ACCOUNT/	12.50	12.50	25.00
SI COUNTY FINES/FORF #001-35030	1,775.00	240.00	2,015.00
SI DEPARTMENT OF WILDLIFE - COUNTY	0.00	0.00	0.00
SI DEPARTMENT OF WILDLIFE CIVIL FEES	335.00	0.00	335.00
SI DOMESTIC VIOLENCE FEE	0.00	0.00	0.00
SI DUI SPECIALTY COURT FEE (AOC)	0.00	0.00	0.00
SI EPAYMENT CONVENIENCE FEE	2,131.90	156.45	2,288.35
SI FACILITY ASSESSME #285-34201	6,986.06	820.00	7,806.06
SI FELONY/GROSS MISD FORF -	0.00	0.00	0.00
SPECIALTY CO			
SI FELONY/GROSS MISD FORF - VICTIMS	0.00	0.00	0.00
OF C			
SI FINE - STATE OF N #090-35030	0.00	0.00	0.00
SI FINE -LANDER COUN #090-35030	0.00	0.00	0.00
SI LC98-3 OTHER #01-32009	10.00	10.00	20.00
SI MISCELLANEOUS FEE #001-000-38080	0.00	3.00	3.00
SI NON SUFFICIENT FUNDS	30.00	0.00	30.00
SI NRS 4.065 (SB#62) #090-32015	1.00	1.00	2.00
SI OVERPAYMENTS TO THE COUNTY	6.00	5.00	11.00
SI SPECIALTY COURT F #090-32207	4,895.50	574.00	5,469.50
SI SUBSTANCE ABUSE FEE (CHEMICAL	0.00	0.00	0.00
FEE)			
Totals:	100,856.46	8,115.45	108,971.91

State of NEVADA LANDER County, SS:

I SWEAR THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT OF ALL COSTS AND FEES
BELONGING TO THE ABOVE NAMED COUNTY COLLECTED BY ME FOR THE PERIOD SHOWN.

Vincent Bengeth
CLERK OF THE AUSTIN JUSTICE COURT COURT

FILED
2019 MAR 28 PM 4:42
LANDER COUNTY CLERK

ARGENTA JUSTICE COURT
MONTHLY FINANCIAL STATEMENT

FILED

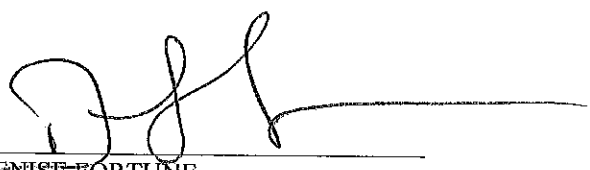
2019 APR -2 AM 10:48

LANDER COUNTY CLERK

I, Denise Fortune, JUSTICE OF THE PEACE OF ARGENTA TOWNSHIP, LANDER COUNTY,
NEVADA, DO HEREBY SWEAR, UNDER OATH, THAT THE FOLLOWING IS A TRUE AND
CORRECT ACCOUNTING OF ALL FEES RECEIVED BY ME FOR THE MONTH ENDING
MARCH, 2019.

GRAY	(WEDDING)	\$ 70.00
FERRIS	(WEDDING)	70.00

TOTAL	\$ 140.00
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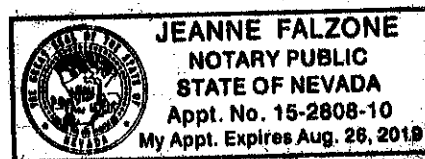
DENISE FORTUNE
JUSTICE OF THE PEACE

State of Nevada
County of Lander

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 2ND DAY OF APRIL, 2019



NOTARY PUBLIC



Disbursed Total
27,414.00

"FINES & FEE'S MONTH OF MARCH 2019"

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
6H AA FEE - STATE (AOC)	LANDER COUNTY TREASURER	N/A	N/A	5,188.00	126
6H AA FEE - JUSTICE	LANDER COUNTY TREASURER	N/A	N/A	966.00	123
6H AA FEE - JUVENILE	LANDER COUNTY TREASURER	N/A	N/A	276.00	123
6H AA FEE - STATE (GENERAL)	LANDER COUNTY TREASURER	N/A	N/A	690.00	123
6H AA FEE - GENETIC MARKER ANALYSIS	LANDER COUNTY TREASURER	N/A	N/A	414.00	123
6H ATTORNEY FEE REIMBURSEMENT	LANDER COUNTY TREASURER	N/A	N/A	100.00	1
6H BAIL/BOND PROCESSING FEE BOND FEES	LANDER COUNTY TREASURER	N/A	N/A	37.50	2
6H CIVIL FEES	LANDER COUNTY TREASURER	N/A	N/A	711.00	19
6H CIVIL FEES - COURT ACCOUNT	LANDER COUNTY TREASURER	N/A	N/A	355.50	21
6H COPY FEES	LANDER COUNTY TREASURER	N/A	N/A	2.25	0
6H FACSIMILE FEES	LANDER COUNTY TREASURER	N/A	N/A	315.75	0
6H FINE - STATE OF NEVADA	LANDER COUNTY TREASURER	N/A	N/A	255.00	3
6H COUNTY FINES/FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	5,838.00	26
6H FACILITY ASSESSMENT FEE	LANDER COUNTY TREASURER	N/A	N/A	1,400.00	124
6H LC98-3 OTHER	LANDER COUNTY TREASURER	N/A	N/A	180.00	18
6H MARRIAGE FEE - STATE	LANDER COUNTY TREASURER	N/A	N/A	5.00	0
OVERPAYMENTS TO COUNTY	LANDER COUNTY TREASURER	N/A	N/A	4.00	1
6H SUBSTANCE ABUSE FEE (CHEMICAL FEE)	LANDER COUNTY TREASURER	N/A	N/A	140.00	3
6H NRS 4.065 (SB#62)	LANDER COUNTY TREASURER	N/A	N/A	18.00	18
6H SPECIALTY COURT FEE (MISD)	LANDER COUNTY TREASURER	N/A	N/A	980.00	124
6H DUI SPECIALTY COURT FEE (AOC)	LANDER COUNTY TREASURER	N/A	N/A	200.00	2
6H STATE FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	9,288.00	109
6H BOND FILING FEE VICTIMS OF CRIME	LANDER COUNTY TREASURER	N/A	N/A	50.00	2

150

*** End of Report ***

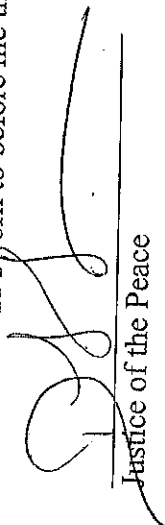
STATE OF NEVADA
COUNTY OF LANDER

DENISE FORTUNE, Justice of the Peace of Argenta Township, Lander County, Nevada,
being first duly sworn deposes and says:

That all causes and matters heretofore submitted to him have been decided.

That since filing my last report the above fines have been collected, which are being
submitted to the Treasurer of Lander County.

Subscribed and sworn to before me this 29th day of March, 2019.


Justice of the Peace

RECEIVED

MAR 29 2019

LANDER COUNTY CLERK

Lander County Recorder

Lesley L Bunch

50 State Route 305

Battle Mountain, NV 89820

FILED

2019 APR -1 AM 10:09

MONTHLY REPORT**LANDER COUNTY CLERK**

The following fees were collected for the period of March 1, 2019 thru March 31, 2019

<u>ACCOUNT</u>	<u>AMOUNT</u>
RECORDINGS	\$1,856.00
OUTSTANDING RCD	\$0.00
OVERPYMT KEPT	\$3.00
OVERPYMT VOUCHER	\$0.00
AB 6 NOD FORECLOSURE MEDIATION FUND	\$0.00
AB 6 NOD BUDGET SHORTFALL	\$0.00
AB 259 NOD INDIGENT	\$0.00
REAL PROPERTY TRANSFER TAX (General)	\$1,273.80
REAL PROPERTY TRANSFER TAX (State .10)	\$231.60
REAL PROPERTY TRANSFER TAX (State 1.30)	\$3,010.80
COPY WORK	\$2,315.55
SB 14 DOMESTIC VIOLENCE FUND	\$10.00
TECHNOLOGY FEE	\$355.00
FUND TO ASSIST (Previous Foster Care)	\$71.00
LEGAL SERVICES FOR INDIGENT	\$213.00
COMPENSATION OF INVESTIGATORS APPOINTED BY DISTRICT COURT	\$71.00
DEPARTMENT OF MINERALS (State)	\$70.00
MAPS	\$420.00
TOTAL AMOUNT REMITTED TO TREASURER:	\$9,900.75



Lander County Recorder



NEVADA DIVISION OF
**ENVIRONMENTAL
PROTECTION**

STATE OF NEVADA
Department of Conservation & Natural Resources
Steve Sisolak, Governor
Bradley Crowell, Director
Greg Lovato, Administrator

7 March 2019

NOTICE OF DECISION

**WATER POLLUTION CONTROL PERMIT
NUMBER NEV0094110**

**Newmont USA Limited
Mule Canyon Mine**

The Administrator of the Nevada Division of Environmental Protection (the Division) has decided to issue renewed Water Pollution Control Permit (WPCP) **NEV0094110** to **Newmont USA Limited** (Permittee). This Permit authorizes the closure of approved mining facilities in Lander County, Nevada. The Division has been provided with sufficient information, in accordance with Nevada Administrative Code (NAC) 445A.350 through 445A.447, to assure that the waters of the State will not be degraded by this operation, and that public safety and health will be protected.

The Permit will become effective 28 March 2019. The final determination of the Administrator may be appealed to the State Environmental Commission pursuant to Nevada Revised Statute (NRS) 445A.605 and NAC 445A.407. All requests for appeals must be filed by 5:00 PM, 17 March 2019, on Form 3, with the State Environmental Commission, 901 South Stewart Street, Suite 4001, Carson City, Nevada 89701-5249. For more information, contact Lisa A. Kreskey at (775) 687-9415 or visit the Division website at <https://ndep.nv.gov/posts/category/land>.

Comments were received by Great Basin Resource Watch (GBRW).

GBRW Comment 1:

We are concerned about the closure of the site, and see the potential need for a long-term funding mechanism.

Division Response 1:

Comment noted.

GBRW Comment 2:

How does Newmont plan to address the flow-through aspect of many of the pit lakes, which are degrading groundwater?

Division Response 2:

The facility is currently under a corrective action plan for the Main Pit Lake contaminant plume that will take some time to conclude; see Schedule of Compliance (SOC) item #1 in the WPCP. SOC item #1 requires a Final Plan for Permanent Closure of the South Pit Lake by 1 July 2019. Each new WPCP renewal will create new objectives for pit lake management.

GBRW Comment 3:

Does Newmont have an end date for active management?

Division Response 3:

There is currently no end-date for active management.

GBRW Comment 4:

GBRW would like to schedule a time to discuss this site sometime in the next few months.

Division Response 4:

The Division is pleased to meet with GBRW representatives and can schedule a meeting at your convenience. Please contact the Division with your availability.

STATE OF NEVADA
Department of Conservation and Natural Resources
Division of Environmental Protection
Bureau of Mining Regulation and Reclamation

Water Pollution Control Permit

Permittee: **Newmont USA Limited**
P.O. Box 1657
Battle Mountain, Nevada 89820

Permit Number: **NEV0094110**
Review Type/Year/Revision: **Renewal 2019, Revision 00**

Pursuant to Nevada Revised Statutes (NRS) 445A.300 through 445A.730, inclusive, and regulations promulgated thereunder by the State Environmental Commission and implemented by the Division of Environmental Protection (the Division), this Permit authorizes the Permittee to close the **Mule Canyon Mine**, in accordance with the limitations, requirements, and other conditions set forth in this Permit. The Permittee is not authorized to mine or process ore.

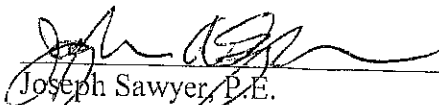
The facility is located on public and private land in Lander County, within Sections 1-5, 8-17, Township 31 North (T31N), Range 47 East (R47E), and Sections 32 - 34, T32N, R47E, Mount Diablo Baseline and Meridian, approximately 14 miles southeast of the town of Battle Mountain, Nevada.

The Permittee must comply with all terms and conditions of this Permit and all applicable statutes and regulations.

This Permit is based on the assumption that the information submitted in the Final Permanent Closure Plan, dated December 2010, and the Permit renewal application dated 26 November 2018, as modified by subsequent approved amendments, are accurate and that the facility is being closed as specified. The Permittee must inform the Division of any deviation from, or changes in, the information in the closure plan and application, which may affect the ability of the Permittee to comply with applicable regulations or Permit conditions.

This Permit is effective as of **28 March 2019**, and shall remain in effect until **28 March 2024**, unless modified, suspended, or revoked.

Signed this 5th day of **March 2019**.



Joseph Sawyer, P.E.
Chief, Bureau of Mining Regulation and Reclamation

I. Specific Facility Conditions and Limitations

A. In accordance with operating, closure, and facility design plans reviewed and approved by the Division the Permittee shall:

1. Construct, operate, and close the facility in accordance with those plans;
2. Contain within the fluid management system all process fluids including all meteoric waters which enter the system as a result of a 100-year, 24-hour storm event. Any new process components or material modifications of existing process components shall be designed to contain all process fluids including all meteoric waters which enter the system as a result of the 500-year, 24-hour event; and
3. Not release or discharge any process or non-process contaminants from the fluid management system except as approved by the Division in accordance with this Permit and any associated plans, reports, studies, and designs.

B. Schedule of Compliance:

1. By 1 July 2019, the Permittee shall submit to the Division, for review and approval, a Final Plan for Permanent Closure (FPPC), with an implementation schedule, for the neutralization and chemical stabilization of the South Pit Lake. The FPPC must include a detailed plan for an initial pit lake neutralization phase, and a second phase for either backfill or perpetual pit lake treatment. If backfill is selected, the FPPC shall include the current location, quantity, characterization, and proposed final surface topography and elevations for the selected non-potentially acid-generating backfill material, and an acid-neutralizing amendment as necessary, to preclude the future formation of a pit lake and, as applicable, to prohibit degradation of groundwater. If pit lake treatment without backfill is selected, the FPPC shall include a schedule for periodic retreatment to perpetually prevent degradation of groundwater, as applicable, and adverse impact to human, terrestrial, and avian life. Details of any such retreatment plan must be developed after the Phase I treatment is implemented and after the next update of the groundwater, pit lake, and ecological risk study. Depending on the FPPC, payment of an EDC fee may also be required.
2. By 30 April 2019, the Permittee shall submit to the Division, for review and approval, a corrective action plan (CAP) for mitigating the sulfate plume located near the Pit Dewatering Pond. The CAP shall include delineation, magnitude and extent, of the groundwater plume, elimination or mitigation of the contaminant source (Main Pit Lake), groundwater remediation and monitoring, and a schedule for implementation; the goal of permanent closure of all process components and pollutant sources shall be considered in the plan. Final remediation may include a plan for either the installation of a pump-back system, pit water treatment, or backfill, as warranted.
3. By 29 September 2019, the Permittee shall submit, for review and approval, an updated site-wide groundwater flow model, a site-wide pit lake study, and ecological risk assessments for all existing pit lakes, including the information required in Part I.N.1. These site-wide studies shall assess the degree to which groundwater water quality is affected by, or distinct from, pit-lake water quality.

The schedule of compliance items above are not considered completed until approved in writing by the Division.

C. The fluid management system covered by this Permit consists of the following process components:

1. Main Pit Dewatering Pond (PDP), Maintenance Shop Sediment Pond (Shop Pond), the Upper MD-1 Waste Rock Storage Facility (WRSF) Collection Pond (MD-1 Pond), and associated leak detection systems;
2. Solution collection pipes and lined solution collection ditches;
3. Transfer pipes, valves, and pumps used in conveyance, control or detection of fluids between components; and
4. Ashcraft Pit Water Collection and Conveyance System (APWCCS) spillway, flume, channels, and all control and measuring devices.

D. Monitoring Requirements:

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
<p>1. <u>Site Monitoring Wells</u></p> <p>Pit Lake Monitoring Wells: WMU-2A, WMU-12, MU-1336, MU-1337, MU-1338, MU-1343, MU-1356, MU-1357, MU-1358, MU-1364, MU-1365, WMU-21, WMU-22, WMU-23, and WMU-26;</p> <p>Pit Dewatering Pond Wells: MU-1339A, MU-1351, MU-1352B, MU-1354A, MU-1355, MU-1361B, MU-1362, MU-1363, WMU-24, and WMU-25;</p> <p>WMU-13, WMU-15, WMU-18, WMU-19, and WMU-20</p>	<p>Profile I⁽¹⁾, water and collar elevations (feet AMSL);</p> <p>Profile I⁽¹⁾, water and collar elevations (feet AMSL);</p> <p>Water and collar elevations (feet AMSL), field pH (SU), specific conductance (µS/cm)</p>	<p>Quarterly;</p> <p>Quarterly;</p> <p>Quarterly</p>
<p>2. <u>Main Pit Backfill Piezometer</u></p> <p>MU-1341</p>	<p>Hydraulic head (feet), groundwater and collar elevation (feet AMSL)</p>	<p>Quarterly</p>

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
3. <u>Solution Ponds</u> Maintenance Shop Sediment Pond (Shop Pond), Pit Dewatering Pond (PDP), Upper MD-1 WRSF Collection Pond (MD-1 Pond)	Profile I ⁽¹⁾ , pond solution volume (gals) and freeboard (feet)	Semi-annual (2 nd and 4 th quarters)
4. <u>Pond Leak Detection Sumps</u> Shop Pond Leak Detection Sump (SPLDS), PDP Leak Detection Sump (PDPLDS), MD-1 Pond Leak Detection Sump (MD-1LDS)	Average daily accumulation (gpd)	Weekly ⁽²⁾
5. <u>Waste Rock Storage Facilities (WRSF)</u> Upper MD-1, MD-1, MD-2, SD-4, WD-1, and NWD; Each seep that is flowing	Visual inspection for physical stability and presence of water ⁽³⁾ ; Profile I ⁽¹⁾ , flow rate (gpm), photograph(s), field pH (SU), specific conductance (µS/cm)	Quarterly; Quarterly

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
<p>6. <u>Pit Lake Monitoring</u> North (NPIT), Ashcraft (APIT), Northwest (NWPIT), Main (MPIT), South (SPIT), and West (WPIT);</p> <p>General Monitoring – each pit lake;</p> <p>Water Column Monitoring⁽⁵⁾ – each pit lake;</p> <p>Surface Samples⁽⁷⁾ – each pit lake;</p> <p>Depth Samples⁽⁹⁾ – each pit lake that is >25 feet deep or has an outflow to groundwater</p>	<p>Presence of Water⁽⁴⁾;</p> <p>Photograph, lake surface elevation (ft. AMSL), maximum lake depth (ft.), lake area (acres);</p> <p>Continuous field temperature (°F)⁽⁶⁾ and specific conductance (µS/cm)⁽⁶⁾ with depth (ft.);</p> <p>Field pH (SU)⁽⁶⁾, field Eh (mV)⁽⁶⁾;</p> <p>Profile III⁽⁸⁾;</p> <p>Field pH (SU)⁽⁶⁾, field Eh (mV)⁽⁶⁾, depth below surface (ft.);</p> <p>Profile I⁽¹⁾, depth below surface (ft.)</p>	<p>Quarterly;</p> <p>Quarterly;</p> <p>Quarterly;</p> <p>Quarterly;</p> <p>Quarterly;</p> <p>Quarterly;</p> <p>Quarterly</p>
<p>7. <u>Ashcraft Pit Water Collection and Conveyance System (APWCCS)</u></p>	<p>Profile I⁽¹⁾;</p> <p>Flow at flume (gpm) and visual inspection⁽¹⁰⁾;</p> <p>Photograph; downgradient discharge distance (feet from source) and duration</p>	<p>Quarterly;</p> <p>Weekly;</p> <p>Monthly</p>
<p>8. <u>South Pit Lake Active In-situ Evaporation Operations</u></p>	<p>South Pit Lake surface elevation (feet AMSL)⁽¹¹⁾</p>	<p>Weekly</p>

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
9. <u>Weather Station Facility</u> Ambient Conditions	Ambient temperature, (min/max), relative humidity (%), wind speed (mph), wind direction (azimuth degree), total precipitation (inches), solar irradiance (W/m ²), and SWE	Daily

The Permittee may request a reduction of the monitoring frequency after four quarters of complete monitoring based on justification other than cost. Such reductions may be considered modifications to the Permit and require payment of modification fees.

Abbreviations:

AMSL = above mean sea level; CaCO₃ = calcium carbonate; Eh = chemical reduction potential; °F = degrees Fahrenheit; ft. = feet; gal = gallons; gpm = gallons per minute; gpd = gallons per day; mg/L = milligrams per liter; min/max = minimum/maximum; N = nitrogen; µS/cm = micro Siemens per centimeter; mV = millivolts; NDEP = Nevada Division of Environmental Protection; NAC = Nevada Administrative Code; PCS = Petroleum-Contaminated Soil; TDS = Total dissolved solids; mph = miles per hour; W/m² = watts per square meter; SU = standard units; SWE = snow water equivalent; ≤ = less than or equal to; ≥ greater than or equal to

Footnotes:

(1) Profile I:

Alkalinity (as CaCO ₃)	Cadmium	Magnesium	Silver
Bicarbonate	Calcium	Manganese	Sodium
Total	Chloride	Mercury	Sulfate
Aluminum	Chromium	Nitrate + Nitrite (as N)	Thallium
Antimony	Copper	Nitrogen, Total (as N)	Total Dissolved Solids
Arsenic	Fluoride	pH (± 0.1 SU) ⁽¹²⁾	Zinc
Barium	Iron	Potassium	-
Beryllium	Lead	Selenium	-

- (2) The sumps must be inspected and evacuated on a more frequent basis than weekly if the fluid level is above the top of the sump or the invert of any pipe which discharges into the sump, whichever level is lower, or if the potential exists to exceed the sump capacity. Records are required documenting volume, date, and time of extraction to show that sumps are maintained in this condition.
- (3) Provide a visual evaluation of each waste rock storage facility for physical stability (e.g., stable, unstable, or slope failure), presence of water, and seepage. If visibly

unstable, or slope failure, describe. For presence of water, identify whether the surface and toes of the waste rock storage facility are dry, damp, or wet (ponded or flowing water). If seepage is emanating from any portion of a waste rock storage facility, the Permittee shall perform the required monitoring for seeps.

- (4) For presence of water, state whether the pit surface is dry, damp, or wet (ponded or flowing water). If ponded water has been present for at least one year and sufficient water is available for sampling, the Permittee shall perform the required monitoring for pit lakes.
- (5) A continuous temperature-conductivity profile shall be completed for the entire water column at the deepest location in each pit lake.
- (6) Field measurements (e.g., temperature, specific conductance, pH, Eh, etc.) shall be made at the Project site concurrent with the monitoring activity using a calibrated instrument, and do not require analysis by a laboratory certified or approved by the State of Nevada as otherwise specified in Part II.E.5. Field measurements must be accompanied by appropriate calibration information.
- (7) The surface samples must be collected less than 10 feet below the surface of the pit lake.
- (8) Profile III:

Alkalinity (as CaCO ₃)	Calcium	Mercury	Strontium
Bicarbonate	Chloride	Molybdenum	Sulfate
Total	Chromium	Nickel	Thallium
Aluminum	Copper	Nitrate + Nitrite (as N)	Tin
Antimony	Fluoride	Nitrogen, Total (as N)	Total Dissolved Solids
Arsenic	Iron	pH (± 0.1 SU) ⁽¹²⁾	Total Suspended Solids
Barium	Lead	Phosphorus	Uranium
Beryllium	Lithium	Potassium	Vanadium
Boron	Magnesium	Selenium	Zinc
Cadmium	Manganese	Sodium	-

- (9) Depth sampling shall be performed at the deepest location in each pit lake. The number and depth of samples shall be determined based on the temperature-conductivity profile of the water column at the time of sampling. If the lake is stratified, collect a separate depth sample from each distinct layer in the water column (e.g., from the epilimnion, metalimnion, hypolimnion, and monimolimnion, as applicable; however, note that the quarterly sample from the surface layer [epilimnion] must be analyzed for Profile III constituents per the surface sample requirements whereas the quarterly depth samples from all other layers are analyzed for Profile I constituents). If the lake is unstratified and between 25 and 50 feet deep, collect one depth sample from the lower half of the water column. If the lake is unstratified and greater than 50 feet deep, collect two depth samples consisting of an intermediate sample from the middle third of the water column and a deep sample

from the lower third of the water column. If the lake is less than 25 feet deep but includes an outflow to groundwater (i.e., it is a hydrologic flow-through pit lake), collect a quarterly Profile I surface sample in addition to the quarterly Profile III surface sample.

- (10) During periods of Ashcraft Pit Lake outflow, the Permittee will be required to inspect the spillway, flume, channel and any control and/or measuring devices weekly in accordance with Part I.I.
 - (11) During periods of active South Pit Lake evaporation operations, the Permittee shall inspect all control devices, evaporator systems, pumps, piping, valves, and remote cameras weekly per Part I.I. The above components shall also be inspected during, when possible, and after major storm events.
 - (12) All sample analyses resulting in a pH value less than or equal to 5.0 SU shall also be analyzed for acidity (mg/L, as CaCO_3 equivalent).
- E. Quarterly and annual monitoring reports and release reporting shall be in accordance with Part II.B.
- F. All sampling and analytical accuracy shall be in accordance with Part II.E.
- G. Permit Limitations
1. The daily accumulation or flow exceeding 150 gallons per day averaged over the quarter in the leak detection sumps identified in Part I.D.4.
 2. The daily accumulation or flow exceeding 50 gallons per day averaged over the year in the leak detection sumps identified in Part I.D.4.
 3. Failure to meet a Schedule of Compliance date or requirement.
 4. The Permittee shall not discharge flows from the APWCCS in excess of 100 gpm, averaged over a seven-day time period, without Division approval. The discharge water shall not exceed a Division Profile I reference value and the background concentration at the point of discharge unless the Division has approved a demonstration that the discharge does not have the potential to degrade waters of the State.
 5. Except as otherwise allowed by this Permit, a minimum 2-foot freeboard shall be maintained in all ponds.
 6. Excess solution inventory reduction/disposal plans must be approved by the Division prior to any inventory reduction actions.
 7. The facility shall not degrade waters of the State to the extent that applicable water quality standards or reference values, and background concentrations, are exceeded.
- Exceedances of these limitations may be Permit violations and shall be reported as specified in Part II.B.4.
- H. The facility shall maintain an automated or manual calibrated rain and snow gauge(s), which shall be monitored at least daily, to record precipitation (inches of water, including snow water equivalent). A record of all daily weather data, per Part I.D.9, shall be maintained onsite, or at the office of record of the Permittee, and shall be submitted to the

Division upon request, with each submittal of the Permit renewal, and pursuant to Parts II.B.1 and II.B.2, as applicable, in a Division-approved electronic format.

- I. The Permittee shall inspect all control devices, systems, and facilities weekly, as well as during (when possible), and after major storm events. These inspections are performed to detect evidence of:
 1. Deterioration, malfunction, or improper operation of control or monitoring systems;
 2. Sudden changes in the data from any monitoring device;
 3. The presence of liquids in leak detection systems; and
 4. Severe erosion or other signs of deterioration in dikes, diversions, closure covers, or other containment devices.

If detected, the Permittee shall report the above conditions in accordance with Part II.B.4, except such a report is not required for the presence of liquids in leak detection systems unless a leak detection limitation in Part I.G is exceeded.

- J. Prior to initiating permanent closure activities at the facility, or at any process component or other source within the facility, the Permittee must have an approved final plan for permanent closure.
- K. The Permittee shall remit an annual review and services fee in accordance with NAC 445A.232 starting July 1 after the effective date of this Permit and every year thereafter until the Permit is terminated or the facility has received final closure certification from the Division.
- L. The Permittee shall not dispose of or treat Petroleum-Contaminated Soil (PCS) on the mine site without first obtaining from the Division approval of a PCS Management Plan.
- M. When performing dust suppression activities, the Permittee shall use best management practices and appropriate selection of water source and additives to prevent degradation of waters of the State. If a dust suppressant exceeds a water quality standard and the corresponding natural background water concentration in the area where dust suppression will occur, the Permittee shall demonstrate no potential to degrade waters of the State.
- N. Continuing Investigations:
 1. The Permittee shall submit to the Division for review and approval an updated groundwater flow model and pit lake study with each Permit renewal and with any application to modify the Permit that could affect the pit lake predictive model. The submittal shall also include an ecological risk assessment if the predictive pit lake model indicates the potential for exceedance of a Division Profile III reference value, unless the constituent concentration for each predicted Profile III exceedance is no greater than the concentration evaluated in a previous Division-approved ecological risk assessment for the Project. These studies and assessments shall address, at a minimum, the requirements of NAC 445A.429, and shall include all available data, alternative pit lake or backfill scenarios, and mitigations to reduce ecological risk and the potential to degrade groundwater, as applicable. Approval may require modification of the Permit and payment of modification fees..

II. General Facility Conditions and Limitations

A. General Requirements

1. The Permittee shall achieve compliance with the conditions, limitations, and requirements of the Permit upon commencement of each relevant activity. The Administrator may, upon the request of the Permittee and after public notice (if required), revise or modify a Schedule of Compliance in an issued Permit if he or she determines good and valid cause (such as an act of God, a labor strike, materials shortage, or other event over which Permittee has little or no control) exists for such revision.
2. The Permittee shall at all times maintain in good working order and operate as efficiently as possible, all devices, facilities, and systems installed or used by the Permittee to achieve compliance with the terms and conditions of this Permit.
3. Whenever the Permittee becomes aware that he or she failed to submit any relevant facts in the Permit application, or submitted incorrect information in a Permit application or in any report to the Administrator, the Permittee shall promptly submit such facts or correct information. Any inaccuracies found in this information may be grounds for revocation or modification of this Permit and appropriate enforcement action.

B. Reporting Requirements

1. The Permittee shall submit quarterly reports in both hard copy and a Division-approved electronic format, which are due to the Division on or before the 28th day of the month following the quarter and must contain the following:
 - a. Analytical results of the water collected from monitoring wells identified in Parts I.D.1, I.D.3, I.D.5, I.D.6, and I.D.7, as applicable, reported on NDEP Form 0190 or equivalent;
 - b. Water and collar elevations in feet AMSL of wells identified in Part I.D.1;
 - c. Hydraulic head, groundwater and collar elevations for the pit backfill piezometer identified in Part I.D.2;
 - d. Pond volume and freeboard, as applicable, identified in Part I.D.3;
 - e. Monitoring results from the leak detection sumps identified in Part I.D.4, reported on NDEP Form 0590 or equivalent;
 - f. Analytical results of the pit lake water collected from the monitoring locations identified in Part I.D.6, reported on NDEP Form 0290 or equivalent;
 - g. Other monitoring data and photographs for the APWCCS identified in Part I.D.7;
 - h. South Pit Lake surface elevation identified in Part I.D.8;
 - i. All other monitoring data, as applicable, for locations identified in Parts I.D.1, I.D.5, and I.D.6; and
 - j. A record of releases, and the remedial actions taken in accordance with the approved Emergency Response Plan on NDEP Form 0490 or equivalent.

Facilities which have not initiated mining or construction, must submit a quarterly report identifying the status of mining or construction. Subsequent to any

- noncompliance or any facility expansion which provides increased capacity, the Division may require an accelerated monitoring frequency.
2. The Permittee shall submit an annual report, in both hard copy and a Division-approved electronic format, by February 28th of each year, for the preceding calendar year, which contains the following:
 - a. Graphs of leak detection flow rates, pH, TDS, sulfate, chloride, nitrate + nitrite (as N), zinc, and arsenic concentration (as applicable), versus time for all fluid sampling points, excluding pit lakes. These graphs shall display the history since initial Permit issuance if available. Additional parameters may be required by the Division if deemed necessary;
 - b. Graphs of pH, total alkalinity, TDS, sulfate, nitrate + nitrite (as N), aluminum, antimony, arsenic, cadmium, lead, magnesium, manganese, nickel, and selenium concentration (in mg/L), versus time for all pit lakes identified in Part I.D.6. These graphs shall display the history since initial Permit issuance;
 - c. Pit lake surface elevations identified in Part I.D.6 presented in graphical form since initial Permit issuance. In addition, individual pit lake elevations will be plotted together with the appropriate monitoring well static water elevations as follows:
 - i. North Pit Lake: MU-1336, MU-1337;
 - ii. Ashcraft Pit Lake: APWCCS flows, MU-1339A, MU-1351, MU-1352B, MU-1354A, MU-1355, MU-1361B, MU-1362, MU-1363, WMU-26;
 - iii. Northwest Pit Lake: MU-1337, MU-1357, WMU-12;
 - iv. West Pit: MU-1357, WMU-12;
 - v. Main Pit Lake: WMU-12, MU-1338, MU-1339A, MU-1341, MU-1351, MU-1352B, MU-1354A, MU-1355, MU-1356, MU-1357, MU-1361B, MU-1362, MU-1363; and
 - vi. South Pit Lake: WMU-2A, MU-1343, MU-1358.
 - d. APWCCS weekly flows identified in Part I.D.7 presented in graphical form since initial discharge;
 - e. A summary update of the South Pit Lake management program;
 - f. A table of total monthly precipitation amounts and other weather data, as applicable, recorded in accordance with Parts I.D.9 and I.H, reported for the history since initial Permit issuance;
 - g. A synopsis of releases on NDEP Form 0390 or equivalent;
 - h. A brief summary of closure activities, including any problems with the fluid management system; and
 - i. An updated version of the facility monitoring and sampling procedures and protocols.
 3. Release Reporting Requirements: The following applies to facilities with an approved Emergency Response Plan. If a site does not have an approved Emergency Response

Plan, then all releases must be reported as per NAC 445A.347 or NAC 445A.3473, as appropriate.

- a. A release of any quantity of hazardous substance, as defined at NAC 445A.3454, to surface water, or that threatens a vulnerable resource, as defined at NAC 445A.3459, must be reported to the Division as soon as practicable after knowledge of the release, and after the Permittee notifies any emergency response agencies, if required, and initiates any action required to prevent or abate any imminent danger to the environment or the health or safety of persons. An oral report shall be made by telephone to (888) 331-6337 for in-State callers or (775) 687-9485 for out-of-State callers, and a written report shall be provided within 10 days in accordance with Part II.B.4.b.
 - b. A release of a hazardous substance in a quantity equal to or greater than that which is required to be reported to the National Response Center pursuant to 40 Code of Federal Regulations (CFR) Part 302 must be reported as required by NAC 445A.3473 and Part II.B.3.a.
 - c. A release of a non-petroleum hazardous substance not subject to Parts II.B.3.a. or II.B.3.b., released to soil or other surfaces of land, and the total quantity is equal to or exceeds 500 gallons or 4,000 pounds, or that is discovered in or on groundwater in any quantity, shall be reported to the Division no later than 5:00 P.M. of the first working day after knowledge of the release. An oral report shall be made by telephone to (888) 331-6337 for in-State callers or (775) 687-9485 for out-of-State callers, and a written report shall be provided within 10 days in accordance with Part II.B.4.b. Smaller releases, with total quantity greater than 25 gallons or 200 pounds and less than 500 gallons or 4,000 pounds, released to soil or other surfaces of land, or discovered in at least 3 cubic yards of soil, shall be reported quarterly on NDEP Form 0390 or equivalent.
 - d. Petroleum Products and Coolants: If a release is subject to Parts II.B.3.a. or II.B.3.b., report as specified in Part II.B.3.a. Otherwise, if a release of any quantity is discovered on or in groundwater, or if the total quantity is equal to or greater than 100 gallons released to soil or other surfaces of land, report as specified in Part II.B.3.c. Smaller releases, with total quantity greater than 25 gallons but less than 100 gallons, released to soil or other surfaces of land, or if discovered in at least 3 cubic yards of soil, shall be reported quarterly on NDEP Form 0390 or equivalent.
4. The Permittee shall report to the Administrator any noncompliance with the Permit.
- a. Each such event shall be reported orally by telephone to (775) 687-9400, not later than 5:00 P.M. of the next regular work day from the time the Permittee has knowledge of the circumstances. This report shall include the following:
 - i. Name, address, and telephone number of the owner or operator;
 - ii. Name, address, and telephone number of the facility;
 - iii. Date, time, and type of incident, condition, or circumstance;
 - iv. If reportable hazardous substances were released, identify material and report total gallons and quantity of contaminant;

- v. Human and animal mortality or injury;
 - vi. An assessment of actual or potential hazard to human health and the environment outside the facility; and
 - vii. If applicable, the estimated quantity of material that will be disposed and the disposal location.
- b. A written summary shall be provided within 10 days of the time the Permittee makes the oral report. The written summary shall contain:
- i. A description of the incident and its cause;
 - ii. The periods of the incident (including exact dates and times);
 - iii. If reportable hazardous substances were released, the steps taken and planned to complete, as soon as reasonably practicable, an assessment of the extent and magnitude of the contamination pursuant to NAC 445A.2269;
 - iv. Whether the cause and its consequences have been corrected, and if not, the anticipated time each is expected to continue; and
 - v. The steps taken or planned to reduce, eliminate, and prevent recurrence of the event.
- c. The Permittee shall take all available and reasonable actions, including more frequent and enhanced monitoring to:
- i. Determine the effect and extent of each incident;
 - ii. Minimize any potential impact to the waters of the State arising from each incident;
 - iii. Minimize the effect of each incident upon domestic animals and all wildlife; and
 - iv. Minimize the endangerment of the public health and safety which arises from each incident.
- d. If required by the Division, the Permittee shall submit, as soon as reasonably practicable, a final written report summarizing any related actions, assessments, or evaluations not included in the report required in Part II.B.4.b., and including any other information necessary to determine and minimize the potential for degradation of waters of the State and the impact to human health and the environment. Submittal of the final report does not relieve the Permittee from any additional actions, assessments, or evaluations that may be required by the Division.

C. Administrative Requirements

1. A valid Permit must be maintained until permanent closure is complete. Therefore, unless permanent closure has been completed and termination of the Permit has been approved in writing by the Division, the Permittee shall apply for Permit renewal not later than 120 days before the Permit expires.

2. Except as required by NAC 445A.419 for a Permit transfer, the Permittee shall submit current Permit contact information described in paragraphs (a) through (c) of subsection 2 of NAC 445A.394 within 30 days after any change in previously submitted information.
3. All reports and other information requested by the Administrator shall be signed and certified as required by NAC 445A.231.
4. All reports required by this Permit, including, but not limited to, monitoring reports, corrective action reports, and as-built reports, as applicable, and all applications for Permit modifications, shall be submitted in both hard copy and a Division-approved electronic format.
5. When ordered consistent with Nevada Statutes, the Permittee shall furnish any relevant information in order to determine whether cause exists for modifying, revoking and reissuing, or permanently revoking this Permit, or to determine compliance with this Permit.
6. The Permittee shall maintain a copy of, and all modifications to, the current Permit onsite or at the office of record of the Permittee at all times.
7. The Permittee is required to retain, during closure and post-closure monitoring, all records of monitoring activities and analytical results, including all original strip chart or data logger recordings for continuous monitoring instrumentation, and all calibration and maintenance records. This period of retention must be extended during the course of any unresolved litigation.
8. The provisions of this Permit are severable. If any provision of this Permit, or the application of any provision of this Permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Permit, shall not thereby be affected.
9. The Permittee is authorized to manage fluids and solid wastes in accordance with the conditions of this Permit. Issuance of this Permit does not convey property rights of any sort or any exclusive privilege; nor does it authorize any injury to persons or property, any invasion of other private rights, or any infringement of Federal, State, or local law or regulations. Compliance with the terms of this Permit does not constitute a defense to any order issued or any action brought under the Water Pollution Control Statutes for releases or discharges from facilities or units not regulated by this Permit. NRS 445A.675 provides that any person who violates a Permit condition is subject to administrative or judicial action provided in NRS 445A.690 through 445A.705.

D. Division Authority

The Permittee shall allow authorized representatives of the Division, at reasonable times, and upon the presentation of credentials to:

1. Enter the premises of the Permittee where a regulated activity is conducted or where records are kept per the conditions of this Permit;
2. Have access to and copy any record that must be kept per the conditions of this Permit;

3. Inspect and photograph any facilities, equipment (including monitoring and control equipment), practices, or operations regulated by this Permit; and
4. Sample or monitor for any substance or parameter at any location for the purposes of assuring Permit and regulatory compliance.

E. Sampling and Analysis Requirements

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
2. For each measurement or sample taken pursuant to the conditions of this Permit, the Permittee shall record the following information:
 - a. The exact place, date, and time of the inspection, observation, measurement, or sampling; and
 - b. The person(s) who inspected, observed, measured, or sampled.
3. Samples must be taken, preserved, and labeled according to Division approved methods.
4. Standard environmental monitoring chain of custody procedures must be followed.
5. Samples shall be analyzed by a laboratory certified or approved by the State of Nevada, as applicable for the method(s) being performed. The Permittee must identify in all required reports the certified and approved laboratories used to perform the analyses, laboratory reference numbers, and sample dates, and for the electronic version of each report only, include all associated laboratory analytical reports, including test results, test methods, chain-of-custody forms, and quality assurance/quality control documentation.
6. The accuracy of analytical results, unless otherwise specified, shall be expressed in mg/L and be reliable to at least two significant digits. The analytical methods used must have a practical quantitation limit (PQL) equal to or less than one-half the reference value for Profile I and Profile III parameters. Laboratories shall report the lowest reasonable PQL based on in-house method detection limit studies. Samples for Profile I parameters shall be filtered and analyzed for the dissolved fraction, unless otherwise required by the Division; samples for Profile III parameters shall be unfiltered and analyzed for the total recoverable fraction. Unless otherwise approved by the Division, analytical results that are less than the PQL shall be reported quantitatively by listing the PQL value preceded by the "<" symbol.

F. Permit Modification Requirements

1. Any material modification, as defined at NAC 445A.365, plan to construct a new process component, or proposed change to Permit requirements must be reported to the Division by submittal of an application for a Permit modification, or if such changes are in conformance with the existing Permit, by submittal of a written notice of the changes. The Permit modification application must comply with NAC 445A.391 through 445A.399, 445A.410, 445A.412, 445A.414, 445A.415, 445A.416, 445A.417, 445A.440, and 445A.442, as applicable. The construction or modification shall not

commence, nor shall a change to the Permit be effective, until written Division approval is obtained.

2. Prior to the commencement of mining activities at any site within the State which is owned or operated by the Permittee but not identified and characterized in a previously submitted application or report, the Permittee shall submit to the Division a report which identifies the locations of the proposed mine areas and waste disposal sites, and characterizes the potential of mined materials and areas to release pollutants. Prior to development of these areas the Division shall determine if any of these new sources will be classified as process components and require engineered containment as well as Permit modification.
3. The Permittee shall notify the Division in writing at least 30 days before the introduction of process solution into a new process component or into an existing process component that has been materially modified, or of the intent to commence active operation of that process component. Before introducing process solution or commencing active operation, the Permittee shall obtain written authorization from the Division.
4. The Permittee must obtain a written determination from the Administrator of any planned process component construction or material modification, or any proposed change to Permit requirements, as to whether it is considered a Permit modification, and if so, what type.
5. The Permittee must give advance notice to the Administrator of any planned changes or activities which are not material modifications in the Permitted facility that may result in noncompliance with Permit requirements.

Prepared by: L.A. Kreskey
Date: 5 March 2019

Revision 00: 2019 Renewal; Permit effective 28 March 2019

FACT SHEET
(Pursuant to Nevada Administrative Code (NAC) 445A.401)

Permittee Name: **Newmont USA Limited**
Project Name: **Mule Canyon Mine**
Permit Number: **NEV0094110**
Review Type/Year/Revision: **Renewal 2019, Fact Sheet Revision 00**

A. Location and General Description

Location: The Mule Canyon Mine is located in Lander County, approximately 14 miles southeast of the town of Battle Mountain. The Project is located in the historic Argenta Mining District in the Shoshone Mountain Range between the Reese River Valley to the west, Whirlwind Valley to the east, the Humboldt River to the north and the Shoshone Mountains to the south. The facility is located within Sections 1-5, 8-17, Township 31 North (T31N), Range 47 East (R47E), and Sections 32 - 34, T32N, R47E, Mount Diablo Baseline and Meridian.

The Project has a permitted area of 2,746 acres, of which 1,147 are public lands (Bureau of Land Management, BLM Mount Lewis Field Office, administered), 1,168 are private controlled by Newmont USA Limited dba Newmont Mining Corporation (Permittee) and the remaining 431 acres are "split estate" (public surface rights and private mineral rights). Existing disturbance is approximately 1,120 acres of which 507 acres are public, 404 acres are private and 209 are split estate. The open pits and waste rock storage facilities (WRSFs) are located primarily on public and split estate lands with the exception of 20 acres of WRSFs on private land. The ancillary facilities are located primarily on private land. The facility is accessed by taking Airport Road east at Highway 304 and driving approximately 6.6 miles to the turn-off at Beacon Light Road; drive to a sharp right turn for about 1.5 miles after Airport Road; drive to a wye after about 1.8 miles, staying to the left; stay to the left at a second wye. Beacon Light Road ends at the facility.

General Description: The Mule Canyon Mine was initially designed and permitted to process ore by both milling and cyanide heap leaching. However, the proposed processing facilities were never constructed and are no longer authorized under a Closure Permit. The site currently consists of six small open pits, five of which now contain persistent pit lakes, five WRSFs, one shop building, three lined ponds, and associated haul and access roads. The site is in permanent closure.

B. Synopsis

During the 1970s, the discovery of several low-grade gold deposits in the Battle Mountain Range fueled a renewed exploration interest in the Mule Canyon area. In 1986, Gold Fields Mining Corporation discovered an economic gold deposit in Mule Canyon. In 1989, Gold Fields Mining Corporation was purchased by Hanson PLC, a building materials company, which in June 1993 transferred the ownership of the Mule Canyon property to Santa Fe Pacific Gold Corporation (Santa Fe). In July of 1995, Santa Fe began development of the Project. The Mule Canyon Mine was initially designed and permitted to process approximately 7 to 10 million tons of gold-bearing ore by processing 4.1 million tons of low-grade oxide ore by cyanide heap leaching.

In November 1995, the on-site milling option was abandoned in favor of processing the high-grade refractory ores at other existing facilities. In May 1997, the Permittee acquired Santa Fe, including the Mule Canyon Mine. The Permittee continued mining at Mule Canyon through December 2005. During this final phase of mining, site closure and reclamation was initiated and is continuing to date.

Water Pollution Control Permit (WPCP) NEV0094110 (Permit) was issued by the Nevada Division of Environmental Protection (Division) and first became effective on 9 October 1995. The Permittee submitted renewal applications in 2000, 2004, and 2013.

Geology: The Mule Canyon gold deposit is characterized by complex folded, faulted, and interleaved thrust blocks in the upper plate of the Roberts Mountain Thrust. The geology of the site generally comprises sub-horizontal, strongly layered dacites and tuffs. Mineralization is structurally controlled and is hosted in argillized and silicified Tertiary volcanic and volcanoclastic rock. The general dip of the volcanic rocks is about 10 to 15 degrees to the southeast. The mineralization has been controlled by the prominent north to northwest structural orientation, evident in aerial photos. The layered nature of the rock is important as a control in the overall groundwater system.

The ores at Mule Canyon have been oxidized to depths of 15 to 75 feet and no significant zones of secondary enrichment have been recognized at this locality. This oxide material has, in general, a low net neutralizing potential. The underlying unoxidized ores (sulfides) account for approximately 85 percent of the total ore reserve. The bulk of the contained gold appears to be tied up within the crystal lattice of arsenopyrite and other complex sulfides. These sulfides are refractory in nature and require additional treatment (autoclave or flotation) to achieve satisfactory gold recoveries.

Pits (6)

Mining was performed using conventional open pit mining methods. Between 1995 and 2002, six open pit areas were identified for potential development, and by the suspension of mining activity in 2002, five pits (South, Main, Northwest, West, and North) had been developed. Active mining commenced once again in December 2004 with additional mining of the North Pit and the development of the Ashcraft Pit.

The six pits are generally oriented on a north to south axis and are ordered as follows: North Pit, Ashcraft Pit (approximately 1,000 feet southeast of the North Pit), Northwest Pit (approximately 1,000 feet southwest of the Ashcraft Pit), West Pit (approximately 1,000 feet south of the Northwest Pit), Main Pit (approximately 1,000 feet east of the West Pit), and finally the South Pit which is approximately 1,500 feet south of both the West and Main Pits. The distance between the North and South Pits is approximately 1 mile.

Pit Lake Water Balance: Water balance models were submitted for each pit in the *Mule Canyon Final Permanent Closure Plan* (Schlumberger Water Services, 2010). The models concluded that for each pit, there would be a slow recovery of water levels following the completion of mining. As of the 2017 Permit renewal, five pits had exhibited persistent pit lakes. Three of these pit lakes, North, Northwest, and Main, are predicted to stabilize below their current rims. The South Pit Lake and the Ashcraft Pit Lake will stabilize above their current rims. Table 1 includes pit parameters.

Table 1 – Parameters of the Mule Canyon Pits

CRITERIA	Ashcraft Pit	Main Pit	North Pit	Northwest Pit	South Pit	West Pit
Mining Completion Date	2005	1999	2005	2002	1999	1998
Pit Footprint (acres)	9	19	20	23	32	17
Pit De-Watering Required	Yes	Yes	Yes	Yes	Yes	No
Floor Elevation Prior to backfill (feet AMSL) ^(a)	6,360	6,090	6,465	6,285	5,955	6,315
Floor Elevation Following Pit Backfill ^(b) (feet AMSL)	No Backfill	6,305	6,560	6,400	No Backfill	6,375
Floor Depth Below Rim (feet bgs) ^(c)	200	50	40	150	275	5
Estimated Pre-Mining Groundwater Elevation (feet AMSL)	6,560	6,360	6,600	6,550	6,230	6,380
Pit Geometry- Lowest Rim Elevation (feet AMSL)	Side-cut 6,494	Fairly symmetric 6,352	Side-cut 6,612	Symmetric 6,487	Side-cut 6,051	Fairly symmetric 6,517
Predicted Pit Lake Final Elevation (feet AMSL)	6,490	6,312	6,580	6,415	>6,051	6,375
Pit Lake Elevation as of 12/2016 (feet AMSL)	6,495 ^(d)	6,305	6,566	6,433	6,036	Dry
Actual or Potential Pit Lake Outflow	Yes	No	No	No	Yes	No

- (a) AMSL= above mean sea level
(b) Only oxide material was used as pit backfill.
(c) bgs = below ground surface
(d) The Ashcraft spillway is at this elevation.

Pit Lake Water Quality: Geochemistry models were also developed for each pit lake. The pits, with the exception of the South Pit, are developed in predominantly oxide bedrock. Most of the sulfide zones occur in the lower benches below predicted final water levels, although some residual zones occur in the upper walls of the South, Northwest, and North Pits. Table 2 displays recent pit lake chemistry. Most of the pit lakes are believed to be part of a flow-through groundwater system, especially the Ashcraft, Main, and South Pit lakes.

Table 2 – Pit Lake Chemistry, Third Quarter 2018

Constituents of Concern	Division Profile I/III Reference Values (mg/L) ^(a)	Ashcraft Pit (mg/L) ^(b)	Main Pit (mg/L) ^(b)	North Pit (mg/L) ^(b)	Northwest Pit (mg/L) ^(b)	South Pit (mg/L) ^(b)	West Pit (mg/L) ^(b)
Alkalinity (total)	...	69.3	80.5	36.9	48.5	<1.0	22.2
Arsenic	0.01/ 0.20	0.103	<0.025	0.041	0.029	<0.025	0.006
Cadmium	0.005/ 0.05	<0.002	<0.002	<0.002	0.0021	<0.002	<0.002
Manganese	0.10/ 377	<0.008	0.066	0.017	0.057	11.7	0.027
Mercury	0.002/ 0.01	<0.0002	<0.0002	<0.0002	<0.0002	<0.0002	<0.0002

Constituents of Concern	Division Profile I/III Reference Values (mg/L) ^(a)	Ashcraft Pit (mg/L) ^(b)	Main Pit (mg/L) ^(b)	North Pit (mg/L) ^(b)	Northwest Pit (mg/L) ^(b)	South Pit (mg/L) ^(b)	West Pit (mg/L) ^(b)
Nitrogen, Total (as N)	10/ 100	<0.55	0.64	<0.55	<0.55	<0.05	1.04
pH SU ^(c)	6.5 – 8.5	8.2	7.9	8.4	7.6	4.0	8.9
Selenium	0.05	<0.04	<0.04	<0.04	<0.04	<0.04	0.003
Sulfate	500 /...	115	1,230	228	1,840	4,520	962
Total Dissolved Solids (TDS)	1,000/ 7,000	260	1,820	382	2,650	7,040	1,480

(a) mg/L = milligrams per liter

(b) Unfiltered total recoverable fraction, excepting pH.

(c) SU = Standard Units

North Pit: The Schlumberger water chemistry model used the industry-standard code PHREEQ-C to simulate mixing and reactions. The model predicted that the average sulfate values will increase to just over 1,000 mg/L in 25 years post-mining and 3,700 mg/L after 100 years. As of the 2017 Permit renewal, the sulfate was 285 mg/L (12 years post-mining). The model further predicts that arsenic will remain relatively stable at approximately 0.05 mg/L; magnesium and selenium will remain fairly stable. The model indicates that North Pit is part of a groundwater flow through system but acts as a weak sink during the summer months.

Ashcraft Pit: The Ashcraft Pit Lake drains into the Ashcraft Pit Water Collection and Conveyance System (APWCCS). This drain was constructed in 2007 to address the potential for this pit lake to overtop the existing rim. The system collects overflow water from the Ashcraft Pit through a spillway that transitions into a prefabricated flume for flow rate measurement and then continues downgradient along an existing ditch into an unnamed ephemeral drainage that flows into Mule Canyon and, eventually, Whirlwind Valley. The outflow water infiltrates and evaporates rapidly once exiting the pit. Weekly inspections during pit lake outflow are required. See the Permit Part I.D. Monitoring Requirements for APWCCS sampling obligations. According to the 2010 closure plan, any effects of the discharge from the APWCCS have not been observed in the downgradient monitoring well MU-1365; however, this well has been dry for an extended period and no recent data are available. Hence, the 2017 Permit renewal included a Schedule of Compliance (SOC) item requiring the installation of a monitoring well downgradient of the Ashcraft Pit discharge. This well, WMU-26, was installed in June 2018 and produced good water returns during the pump test. It was added to the Permit via an engineering design change on 23 July 2018. This well will monitor any groundwater impacts from the Ashcraft Pit discharge.

The Ashcraft Pit contains less exposed sulfide wall rocks than all other pits with the exception of the West Pit. Predictions made by the 2010 Schlumberger model include a gradual increase in TDS, with calcium, magnesium, sodium, chloride, and sulfate. Trace metals will slowly increase, including arsenic and manganese. The variations in future pit lake chemistry will be dependent on flow pathways along pit walls and the outflow at the APWCCS. Arsenic has exceeded Profile I reference values but not Profile III. Arsenic is elevated in wells in the area (figures are results averaged over four quarters of 2016):

elevated in wells in the area (figures are results averaged over four quarters of 2016): WMU-12 (0.018 mg/L), MU-1336 (0.008 mg/L), MU-1338 (0.03 mg/L), MU-1356 (0.0115 mg/L), MU-1358 (0.009 mg/L), and MU-1351 (0.013 mg/L).

The Permitted discharge of excess Ashcraft Pit Lake water continues to be conditional. Pit lake water meeting Division Profile I reference values may be discharged without restriction. However, should future pit lake water quality fail to meet Profile I reference values, then either: 1) The pit water discharge shall cease; 2) The operator shall treat the pit water to Profile I reference values prior to discharge; or 3) The operator shall provide evidence that groundwater in the areas of the discharge will not be degraded as stipulated under NAC 445A.424. The Schlumberger model indicates that the values for manganese (1.5 mg/L), sulfate (781 mg/L), arsenic (0.12 mg/L), and antimony (0.01 mg/L) will all exceed Profile I reference values by year 100 post-mining.

The Pit Dewatering Pond monitoring wells are downgradient of the Ashcraft Pit. Several of these wells may be of use with respect to NAC 445A.424 requirements.

Northwest Pit: Between 2005 and 2006, the Northwest Pit was partially backfilled with non-reactive rock to approximately 6,410 foot elevation. A portion of the pit on the eastern side was backfilled to 6,445 feet AMSL. The pit intersects a number of interflow zones causing seeps, some of which appear year round. The seeps are too inaccessible to monitor. However, a flow rate of 1 gallon per minute was used in the PHREEQ-C model based on field observations.

The closest downgradient monitoring well is MU-1357. The water level in the well fluctuates around 6,360 feet AMSL. According to the Schlumberger closure plan, the presence of north-south trending structures in the Northwest Pit area suggests that this well is not in hydraulic communication with the pit. Three possible closure alternates were proposed in the closure plan: 1) Complete backfilling to above the predicted final lake elevation; 2) Increase the partial pit backfill to bring the pit floor up to close to the predicted long-term stabilized water elevation (6,437 – 6,439 feet AMSL); and 3) Do no additional backfill beyond the current condition. Per the closure plan, the preferred course is alternative 3 as the pit lake chemistry does not exceed Profile III reference values.

Predictions made in the closure plan include the formation of aluminum hydroxide, magnesium sulfate, gypsum, and other evaporates. At 100 years post-mining, the 2010 model predicts an increase of magnesium (1,005 mg/L), manganese (2.70 mg/L), and sulfate (7,064 mg/L).

West Pit: This pit was backfilled in 1999 following completion of mining in 1998. Seasonal meteoric water ponding has occurred. Pond sampling results indicate a neutral pH with slightly elevated TDS, sulfate, and manganese concentrations. The vast majority of exposed West Pit host material is oxide; all backfill is also oxide. Under these circumstances, past empirical experience would indicate that high concentrations of metals in solution, into the long-term, should not be a concern. As such, predictive water quality modeling was not conducted. Other than elevated pH, West Pit water quality meets Division Profile III reference values (see Table 2).

Main Pit: Mining in this pit occurred from 1996 to 1999. Pit de-watering was done via sumps in the pit floor. The pit was backfilled with approximately 215 feet of oxide material

to 6,304 feet AMSL. A piezometer, MU-1341, was installed to monitor pit water elevation. The water rose to just above the backfill surface between 6,307 and 6,311 feet AMSL, resulting in a persistent pit lake.

Pit lake modeling by Schlumberger predicts that the pit lake will remain above the backfill at no less than 6,306 feet AMSL. Two closure scenarios have been proposed: complete backfill and partial backfill. The complete backfill would involve placing non-reactive material to an elevation well above the highest estimated pit lake level. It is anticipated that outflow would occur at around 7 to 8 gpm. Partial backfill with oxide material is the current scenario with sulfide exposures in the pit wall under water to minimize oxidation (Schlumberger, 2010). It is estimated, based on modeling predictions, that the Main Pit Lake has reached its maximum elevation and is stabilizing; however, seasonal fluctuations in chemistry have been observed. Seasonal variability in water level is predicted to be between 6,306 and 6,309 feet AMSL on average. Long term chemistry predictions show an increase in sodium, calcium, magnesium, manganese, sulfate, and chloride, but no constituents are forecast to be above Division Profile III reference values.

In April 2016, the Permittee submitted an Action Plan for investigating a sulfate plume located near the Main Pit and the Pit Dewatering Pond. The proposal included using bromide tracers applied to the Main Pit Lake; nearby monitoring wells, particularly new wells WMU-24 and WMU-25, will be analyzed for tracer presence to determine hydrologic pathways. Application of the bromide tracer was completed in 2018; the resulting report confirmed the probability that Main Pit was part of a flow-through system and was most likely contributing sulfate to the groundwater. The 2019 Permit renewal includes an SOC item requiring the submittal of a corrective action plan by the end of April 2019.

South Pit: The South Pit was mined from 1997 to 1999 to a final pit floor elevation of 5,955 feet AMSL. The pit was dewatered via sumps in the floor. Water began filling the pit in August 2000 when the pumps were turned off. A maximum water elevation of 6,049 was reached in May 2005. A minor amount of lime and soda ash was added to the lake in August 2004 and late 2005 with limited results in pH stabilization, presumably due to low mixing. The pit was never backfilled. According to the closure plan, backfill was considered impractical due to the loss of evaporative removal of material from the water balance. The pit would continue filling and outflow would require water management downstream of the pit. A reverse osmosis system was used in 2005 and 2006 to treat the outflow but has since been discontinued. The current management plan consists of the use of evaporators to keep the pit lake level low and prevent the outflow of poor quality water.

South Pit Lake Management Program: This program has the following long-term goals: 1) reduce meteoric and groundwater inflows to prevent pit lake outflow; 2) improve pit lake water quality. As part of the first goal (reducing inflows), the Permittee has constructed upgradient stormwater diversion structures. With respect to the second goal (improving pit lake water quality), the Permittee has taken steps to reduce pit lake inventory.

In order to reduce pit lake inventory, the Permittee has conducted an evaporation regimen. In 2007 and early 2008, the in-situ snowmaker system was modified (larger piping and pump) and relocated to upper pit benches with the intent of increasing evaporation efficiency. The Division included an SOC item in the 2017 Permit renewal to either

eliminate or neutralize the pit lake. The work will take several years and an updated Final Plan for Permanent Closure (FPPC) for the South Pit will most likely be necessary. On 13 September 2018, the Permittee submitted a request to extend the deadline for the South Pit FPPC to the end of March 2019. The request was approved on 21 September 2018. The SOC item was included with the 2019 Permit renewal.

Groundwater Monitoring Wells (20)

There are currently 12 groundwater monitoring wells adjacent to the six pits and one pit backfill piezometer (MU-1341). The piezometer is completely submerged in the Main Pit Lake and is not accessible; it will remain in the Permit should the pit lake recede and sampling becomes possible. Table 3 depicts monitoring wells associated with the pit lakes.

Table 3A: Pit Lake Monitoring Well Chemistry, Third Quarter 2018

Constituents of Concern	Division Profile I Reference Values (mg/L)	WMU-2A (mg/L)	WMU-12 (mg/L)	MU-1336 (mg/L)	MU-1337 (mg/L)	MU-1338 (mg/L)
Depth to water (ft. bgs) ^(a)	-	48.8	153.4	416.4	124.4	99.7
Alkalinity (total)	-	140	13.2	141	144	137
Arsenic	0.01	<0.003	0.008	0.008	0.005	0.029
Cadmium	0.005	<0.002	<0.002	<0.002	<0.002	<0.002
Manganese	0.10	<0.008	0.158	<0.008	0.073	0.043
Mercury	0.002	<0.0002	<0.0002	<0.0002	<0.0002	<0.0002
Nitrogen, Total (as N)	10	6.9	<0.55	<0.05	<0.55	<0.55
pH (SU)	6.5 – 8.5	7.7	7.4	7.9	7.9	8.0
Selenium	0.05	0.005	<0.003	<0.003	<0.003	<0.003
Sulfate	500	632	827	36.2	299	154
TDS	1,000	1,130	1,150	255	639	409

(a) Ft. bgs = feet below ground surface

Table 3B: Monitoring Well Chemistry, Third Quarter 2018

Constituents of Concern	Division Profile I Reference Values (mg/L)	MU-1343 (mg/L)	MU-1356 (mg/L)	MU-1357 (mg/L)	MU-1358 (mg/L)
Depth to water (ft. bgs)	-	222.3	61.3	260.6	27.7
Alkalinity (total)	-	200	131	78.6	109
Arsenic	0.01	0.006	0.016	0.007	0.004
Cadmium	0.005	<0.002	<0.002	<0.002	<0.002
Manganese	0.1	0.01	<0.008	<0.008	0.81
Mercury	0.002	<0.0002	<0.0002	<0.0002	<0.0002
Nitrogen, Total (as N)	10	<0.55	0.57	<0.55	<0.55
pH (SU)	6.5 – 8.5	8.2	7.7	8.1	7.0
Selenium	0.05	<0.003	0.017	<0.003	<0.003
Sulfate	500	88.5	126	48.1	540
TDS	1,000	438	477	206	944

Two additional pit lake area groundwater monitoring wells, MU-1364 and MU-1365 have been dry and no recent data are available.

The monitoring wells are associated with the pits as follows (some are shared between several pits):

- North Pit Lake: MU-1336, MU-1337;
- Ashcraft Pit Lake: MU-1339A, MU-1351, MU-1352B, MU-1354A, MU-1355, MU-1361B, MU-1362, MU-1363, MU-1364 (dry), MU-1365 (normally dry), and WMU-26;
- Northwest Pit Lake: MU-1337, MU-1357, WMU-12;
- West Pit: MU-1357, WMU-12;
- Main Pit Lake: WMU-12, MU-1338, MU-1339A, MU-1341, MU-1351, MU-1352B, MU-1354A, MU-1355, MU-1356, MU-1357, MU-1361B, MU-1362, MU-1363, WMU-24, and WMU-25;
- South Pit Lake: WMU-2A, MU-1343, MU-1358.

Some of these wells overlap the Pit Dewatering Pond (PDP) monitoring area and are associated with both the pit lakes and the PDP.

In addition to the 12 wells associated with the pits, there are eight monitoring wells adjacent to the Pit Dewatering Pond: MU-1339A, MU-1351, MU-1352B, MU-1354A, MU-1355, MU-1361B, MU-1362, and MU-1363. The chemistry in these wells show exceedances in Division Profile I reference values for MU-1352B in sulfate (654 mg/L) and TDS (1,230 mg/L); MU-1354A also in sulfate (601 mg/L) and TDS (1,130 mg/L); MU-1355 in TDS (1,210 mg/L) and MU-1361B also in TDS (1,190 mg/L) per the Third Quarter 2018 monitoring report. As noted in the discussion of the Main Pit, an investigation is being undertaken by the Permittee to determine options for remediation of the groundwater contamination plume.

In September and November 2014, nine additional wells were constructed to further delineate groundwater impacts around the pits. A number of these wells showed neat cement incursion into the screening levels and have been providing suspect data; they have not been included for Permit-required monitoring. See Figure 1 for site-wide map.

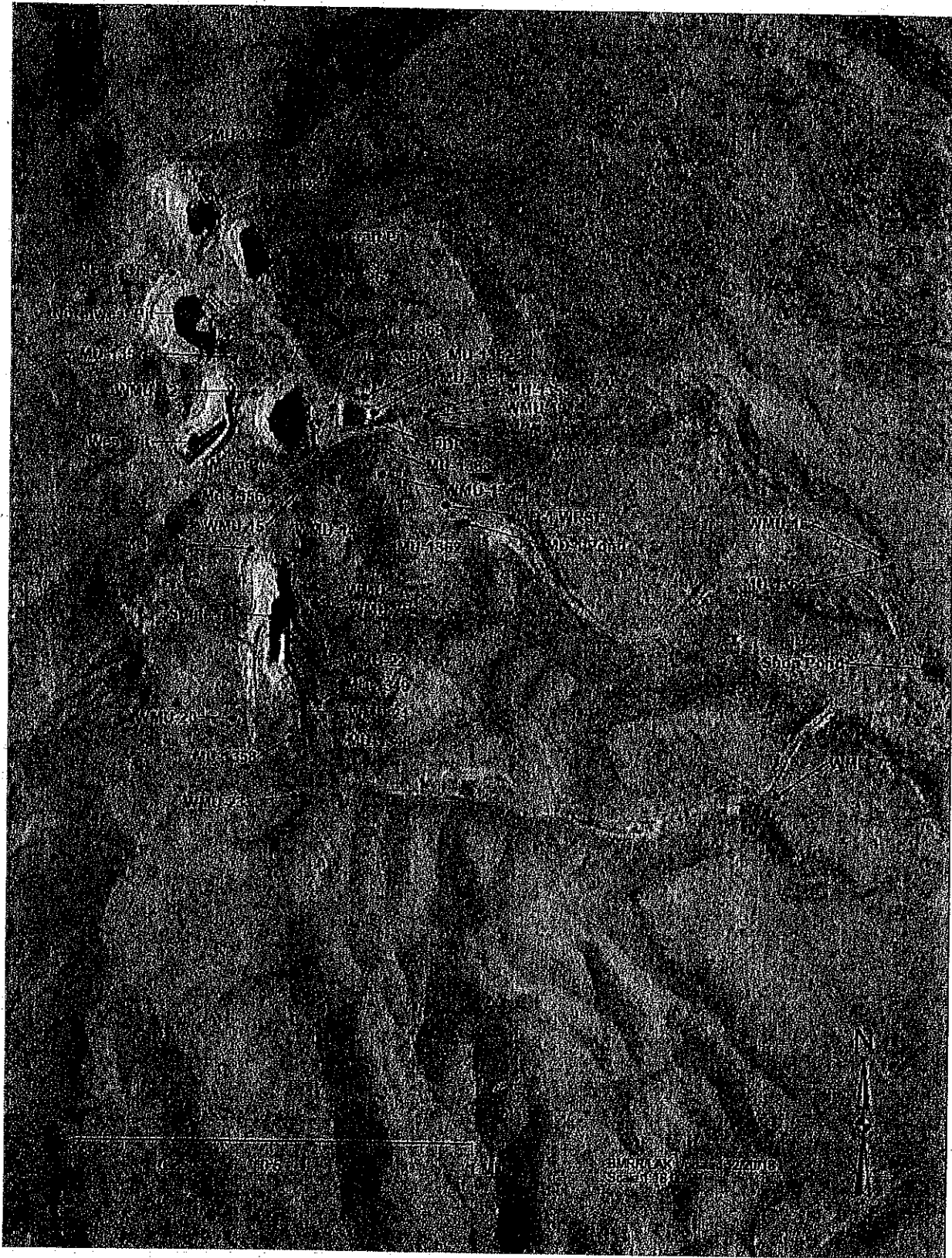


Figure 1: Locations of facilities and monitoring wells.

Waste Rock Storage Facilities (6)

Mining at Mule Canyon generated approximately 39,700,000 tons of waste rock overburden. Approximately 30.7 million tons of overburden was deposited into six WRSFs: MD-1, Upper MD-1, MD-2, NWD, SD-4, and WD-1. The remaining 9 million tons of oxide overburden was used for pit backfill and road construction.

All WRSFs contain sulfide waste rock, much of which was classified as potentially acid-generating (PAG) material. All PAG material is isolated within the WRSF. The PAG waste rock closure and reclamation work consisted of encapsulating the material within a minimum of 5-feet of non-reactive (inert or acid neutralizing) cover followed by 1-foot of growth medium. All WRSFs are monitored quarterly for physical stability and the presence of seepage. Table 4 below provides individual WRSF parameters.

Table 4: Mule Canyon Waste Rock Storage Facilities

WRSF	Surface Area (acres)	Maximum Elevation (feet AMSL)	Approximate Volume of Material (tons)	Approx. Volume % of PAG Material (ANP/AGP <1.2)
MD-1	22	6,360	3,400,000	78%
MD-1 (Upper)	7	6,400	440,000	>50%
MD-2	60	6,275	1,400,000	64%
NWD	72	6,640	12,000,000	38%
SD-4	60	6,250	6,700,000	91%
WD-1	55	6,550	6,800,000	38%

Upper MD-1 WRSF: In early 2005, a low pH seep was detected at the toe of the Upper MD-1 WRSF. The stormwater diversion channels were improved and in December 2006, the Permittee installed a gravity-fed, Seepage Collection Pond just below the toe of the WRSF. The MD-1 pond is double-lined with an 80-mil high-density polyethylene (HDPE) primary liner, a 60-mil secondary liner and an HDPE geonet leak detection layer in between the liners. The pond holds approximately 88,000 gallons with 2-feet of freeboard.

Total solution collected in 2006 was 216,500 gallons over four months, averaging 1.3 gpm. This was from the toe of the WRSF and from surface water that infiltrated into diversion channels along the eastern edge. In 2007 the total seepage collected was 126,000 gallons over three months averaging approximately 1.0 gpm.

In 2016 and 2017, a synthetic liner was installed over the PAG-containing area of the Upper MD-1 WRSF. Past reclamation efforts to eliminate the seepage were not successful so the liner installation was a final alternative. For the cover, 80-mil low-linear density polyethylene ("Super Gripnet"™) was overlain with 12 ounce geotextile. The cap includes 2 feet of fill material above the geotextile and 18 inches of growth media. Per the Third Quarter 2018 monitoring report, the MD-1 Pond is dry.

Ancillary Facilities

- Maintenance Shop Sediment Pond
- Main Pit Dewatering Pond
- Support Facilities: maintenance shop, fuel station, warehouse, fuel tanks, lay down areas, weather stations, and former ore stockpile areas.

Maintenance Shop Sediment Pond: The Maintenance Shop Sediment Pond (Shop Pond) is located northwest of the Maintenance Shop and downgradient of the former sulfide ore stockpiles. The 1.8 million gallon capacity pond was initially designed to collect sediment and run-off from the sulfide ore stockpiles (since removed), the Maintenance Shop, the proposed Mill Facility area, wash bay water, and treated sewage.

In 2006, the Shop Pond was upgraded to a double lined facility. A 60-mil HDPE liner was installed over the existing liner, followed by a layer of HDPE geonet with 80-mil HDPE as the primary liner. There is no evidence that the Shop Pond has ever leaked in either configuration. It is possible that this pond may be of use in future closure activities and so will remain available at least into the short term. The Shop Pond leak detection will continue to be monitored quarterly.

Main Pit Dewatering Pond: The PDP was initially constructed in 1996 as a single-lined pond for the purpose of storing up to 5.4 million gallons of water from the Main Pit dewatering operation. In late 2004, elevated constituents (TDS, sulfate, and nitrate) in monitoring well MU-1351, downgradient of both the Main Pit and the Pit Dewatering Pond, were reported and an investigation commenced.

Nine additional monitoring wells (MU-1339A, MU-1352B, MU-1353A, MU-1353B, MU-1354A, MU-1355, MU-1361B, MU-1362, and MU-1363) were completed in 2005. Monitoring data confirmed that the PDP was leaking. A corrective action plan was developed and implemented. As part of this plan, the pond was emptied. A Risk Assessment was performed by JBR Environmental Consultants, Inc. in 2006. The conclusions of the Risk Assessment indicate that elevated levels of the constituents of concern would not leave Newmont property, there would be no permanent impacts to local groundwater conditions, and there was no presumed risk to the public health or to the ecology.

The PDP was subsequently upgraded to a double lined pond. In 2006, a new 60-mil HDPE secondary liner was installed over the existing liner, followed by a layer of HDPE geonet and finally by an 80-mil HDPE primary liner. The pond was also retrofitted with a leak detection system. Since the retrofit completion, this pond has only impounded limited meteoric water, with Profile I analyses showing all constituents within reference values except arsenic (0.016 mg/L in 2016). On 20 June 2018, the Permittee submitted an FPPC for the PDP. The FPPC detailed that the pond would be closed via dewatering, sampling of the remaining pond sludge, folding the liner over the dried sludge, and burying the pond in place. The plan was approved by the Division on 5 October 2018, following several revisions. As of the 2019 Permit renewal, the closure work was still pending, although an SOC item required an action plan by the end of April 2019.

Support Facilities: A maintenance shop, fuel station, warehouse, fuel tanks, lay down and borrow areas will remain at least through the short term. The oxide ore stockpile was closed and reclaimed in 2006 and the sulfide ore stockpile area in 2007. In 2005 and 2006, Newmont installed two onsite weather stations. One is located near the South Pit and the other on the NWD WRSF. As of the 2017 Permit renewal, data collected included pan temperature, pan evaporation, solar irradiance, wind speed, wind direction, ambient temperature, relative humidity, precipitation and barometric pressure. The 2019 Permit renewal required ambient temperature (minimum/maximum), relative humidity (percent),

wind speed (miles per hour), wind direction (azimuth degree), total precipitation (inches), solar irradiance (watts per square meter), and snow water equivalent. These two stations will remain operational.

C. Receiving Water Characteristics

The Mule Canyon Mine is located on relatively steep southeast sloping topography near the northern end of the Shoshone Mountain Range. Elevations range from approximately 5,500 to 7,000 feet AMSL. Annual precipitation in the area of the pits is approximately 12 inches per year. The estimated pan evaporation rate is approximately 65 inches per year (*Mule Canyon Pit Lake Water Balance Report*, HDR, April 2017).

There are no perennial streams located within the Mule Canyon Mine boundary or in the surrounding areas. Ephemeral drainages occur that convey meteoric runoff from areas east of Whirlwind Valley. Intermittent flows also occur in some of the drainages immediately downstream of discharging springs. In 2011, the U.S. Army Corps of Engineers issued a Jurisdictional Determination, dated 16 November 2011, to the Permittee. The letter stated that the ephemeral drainages around the Mule Canyon Mine were not considered Waters of the U.S. This determination was renewed in August 2018; there are no U.S. jurisdictional waters within the Project area. Additionally, no drainages around the Mule Canyon Mine have surface water quality standards per Nevada Administrative Code.

Groundwater in the vicinity of the Mule Canyon Mine generally flows in a southeastern direction from the crest of the Shoshone Mountain Range through bedrock aquifers to lower elevations in Whirlwind Valley. Virtually all groundwater movement at Mule Canyon is fracture controlled, and occurs in joints and fracture zones associated with the principal geologic structures within the volcanic layers. Prominent north-trending cross structures cause the groundwater system to be strongly compartmentalized and stair-stepped to the southeast. Recharge to the groundwater system is low due to the steep topography, miniscule porosity, and strongly layered nature of the volcanic rocks. Due to the lack of sufficient onsite groundwater, the facility's production well is located 4 miles to the east in Whirlwind Valley. See section on groundwater monitoring wells for local aquifer chemistry.

D. Procedures for Public Comment

The Notice of the Division's intent to issue a Permit authorizing the facility to close, subject to the conditions within the Permit, is being sent to the Battle Mountain Bugle for publication. The Notice is being mailed to interested persons on the Bureau of Mining Regulation and Reclamation mailing list. Anyone wishing to comment on the proposed Permit can do so in writing within a period of 30 days following the date of public notice. The comment period can be extended at the discretion of the Administrator. All written comments received during the comment period will be retained and considered in the final determination.

A public hearing on the proposed determination can be requested by the applicant, any affected State, any affected intrastate agency, the regional administrator of EPA Region IX, or any interested agency, person or group of persons. The request must be filed within the comment period and must indicate the interest of the person filing the request and the reasons why a hearing is warranted.

Any public hearing determined by the Administrator to be held must be conducted in the geographical area of the proposed discharge or any other area the Administrator determines to be appropriate. All public hearings must be conducted in accordance with NAC 445A.403 through NAC 445A.406.

E. Proposed Determination

The Division has made the tentative determination to issue the renewed Permit.

F. Pathway to Final Closure and Permit Termination

In accordance with NAC 445A.409 and 445A.446, for final closure and Permit termination the Permittee must demonstrate to the Division that: 1) all sources at the facility have been stabilized, removed, or mitigated; 2) any applicable requirements in NAC 445A.429, 445A.430, and 445A.431 have been achieved; and 3) sufficient post-closure monitoring has occurred to verify the adequacy of these actions to ensure the long-term protection of waters of the State, human health, and wildlife under the physical, chemical, and climatic conditions reasonably expected to occur at the site. If the facility includes a long-term trust and/or requires perpetual treatment or maintenance, post-closure monitoring may never be reached and the Division may not be able to terminate the Permit.

The pathway to final closure and Permit termination at this facility includes the following specific actions:

- Submit the Final Closure Report for the Pit Dewatering Pond;
- Submit the FPPC for the South Pit Lake and implement the approved plan;
- Confirm stabilization of the chemistry of the South Pit Lake;
- Submit the remedial action plan for the groundwater plume that exists in the vicinity of the Pit Dewatering Pond and implement the approved plan;
- Submit all required studies and complete approved remedial work on pit lakes and associated groundwater;
- Perform post-closure monitoring on all components to ensure successful stabilization;
- Discuss with the Division whether the facility is ready for final closure and Permit termination. If so, submit for review and approval a request for final closure and Permit termination including a demonstration of compliance with all applicable closure requirements (e.g., NAC 445A.379, 445A.409, 445A.424, 445A.429, 445A.430, 445A.431, 445A.446, 445A.447).

The Division may require additional actions if warranted in accordance with applicable statutes, regulations, orders, or Permit conditions.

G. Rationale for Permit Requirements

Long-term pit lake water quality will not be fully understood until groundwater and pit lake levels have stabilized. All pit lakes will continue to be monitored quarterly. Individual pit lake water balance and predictive water quality models will be updated as required. The South Pit Lake management activities, including evaporation, treatment and/or backfill, are subject to modification; the 2019 Permit renewal requires that this pit lake's chemistry be

stabilized. In addition, the groundwater plume associated with the Main Pit and/or the Pit Dewatering Pond is required to be remediated; see the discussion regarding the Main Pit above.

No further closure actions, other than routine monitoring, were proposed for the North Pit Lake in the 2010 closure plan. The permitted discharge of excess Ashcraft Pit Lake water is conditional and is dependent upon the effluent water quality posing no threat to waters of the State; an SOC item was included in the 2017 Permit renewal for the purpose of confirmation. With respect to the Northwest and Main Pits, the long-term closure plan goal envisions that backfill, placed at stabilized pit lake elevations, would be seeded to enhance evapotranspiration while minimizing the potential for a persistent pit lake. At this time, this overall approach will continue to be the long-term management plan, although subject to modification dependent on the stabilized pit lake elevations and water quality.

H. Federal Migratory Bird Treaty Act

Under the Federal Migratory Bird Treaty Act, 16 U.S.C. 701-718, it is unlawful to kill migratory birds without license or Permit, and no permits are issued to take migratory birds using toxic ponds. The Federal list of migratory birds (50CFR10, April 15, 1985) includes nearly every bird species found in the State of Nevada. The U.S. Fish and Wildlife Service are authorized to enforce the prevention of migratory bird mortalities at ponds and tailings impoundments. Compliance with state permits may not be adequate to ensure protection of migratory birds for compliance with provisions of Federal statutes to protect wildlife.

Open waters attract migratory waterfowl and other avian species. High mortality rates of birds have resulted from contact with toxic ponds at operations utilizing toxic substances. The Service is aware of two approaches that are available to prevent migratory bird mortality: 1) physical isolation of toxic water bodies through barriers (covering with netting), and 2) chemical detoxification. Methods, which attempt to make uncovered ponds unattractive to wildlife, are not always effective. Contact the U.S. Fish and Wildlife Service at 1340 Financial Boulevard, Suite 234, Reno, Nevada 89502-7147, (775) 861-6300, for additional information.

Prepared by: L.A. Kreskey
Date: 5 March 2019
Revision 00: 2019 Renewal, Permit effective 28 March 2019



Western Counties Alliance

Ken Brown-Executive Director

March 2, 2019

Western Counties Alliance (WCA) received word that the grazing fee was released relating to the 2019 grazing season. On February 20th, 2019 the BLM and Forest Service announced the grazing fee for 2019 will be \$1.35 per animal-unit month (AUM). In 2018 the fee was \$1.41 per AUM.

Each year, the federal lands grazing fee is calculated as part of a standard formula outlined in the grazing regulations. The livestock industry trusts the formula, which ensures fair and equitable access to the forage on federal land. With the fee in place for 2019, the livestock industry can focus on what is done every day by contributing to rural economies and serving as good stewards of America's public land and natural resources.

The modern grazing fee formula was established by congress through the Public Range Lands Improvement Act (PRIA) of 1978. The fee formula uses current market livestock prices and rents to establish the annual fee. The PRIA formula serves as a very valid process. In 1984, former President Reagan signed an Executive Order establishing the minimum fee at \$1.35 per AUM.

An AUM is defined as the amount of forage required to sustain 1 cow and calf, 1 horse, 5 sheep or goat for one month. The new fee went into effect March 1st, 2019 and will apply to 18,000 BLM permits and 6,500 for Forest Service grazing permits.

WCA wants to thank everyone for their continued support and good work!

Ken Brown-Executive Director

Weekly Blackfly and Mosquito Abatement Report Form, Battle Mountain

Date: 3-17-2019

Current Situation:

- a. Blackflies: Population low in river; sample strips set up.
- b. Mosquitos: There has been a great increase in the number of locations and in mosquito larval populations since last week. Larvae found in Gravel pits 1, 2, 8, 11 & 37. No larvae seen on floodplain yet - deep sloughs with water.

c. Other:

Action Taken:

- a. Blackflies: None
- b. Mosquitos: Gravel pits 1, 2, 8, 11 & 37 treated with Vecto-bac G

c. Other:

Philly



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Tonopah Field Office
P.O. Box 911 (1553 South Main Street)
Tonopah, Nevada 89049
Phone: 775-482-7800 Fax: 775-482-7810
<https://www.blm.gov/nevada>

In Reply Refer To:
4160 (R021882)

MAR 15 2019

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Matt Flores
Nevada Department of Wildlife
4747 Vegas Drive
Las Vegas, NV 89108

PROPOSED DECISION STONEWALL MOUNTAIN BIGHORN SHEEP WATER DEVELOPMENT

Dear Matt Flores,

On February, 13 2019 the Bureau of Land Management (BLM) Tonopah Field Office (TFO) consulted, cooperated, and coordinated by means of a Public Consultation Letter sent to Nevada Department of Wildlife (NDOW) and the interested public.

BACKGROUND

The Stonewall Mountain includes 35,117 acres of occupied desert bighorn sheep (*Ovis canadensis nelsonii*) habitat. Under the current climatic and hydrological conditions, there is an increasing need to provide reliable water sources to desert bighorn in this area. Perennial surface water on Stonewall Mountain is limited to two existing natural sources, Vitavich Spring and Stonewall Spring. Given the low occurrence of surface water sources on Stonewall Mountain, bighorn sheep gather at these two sources, rarely venturing more than two miles from them. This puts strain on vegetation around these two water sources, and contributes stress to bighorn sheep who have to consume larger quantities of poorer forage as a result. This then results in greater time ruminating, which leads to higher lamb mortality rates.

Bighorn sheep inhabiting Stonewall Mountain are known to carry *Mycoplasma ovipneumoniae*. This has caused lamb mortalities in the Stonewall Mountain herd from 2012 to 2017. Clustering at the two available sources of surface water during the warm months increases the likelihood of disease transmission.

PROPOSED DECISION

I have reviewed the attached Environmental Assessment and Finding of No Significant Impact, including the analysis and discussion of any potentially impact. It is my Proposed Decision to select the Proposed Action as:

1. Construct one large capacity guzzler including;
2. A 80'x40' steel on ground apron collection surface.
3. A series of four 2,300 gallon storage tanks.
4. HDPE pipe running from the apron to the storage tanks and drinker not to exceed 75'.
5. A 4'x6' drinker less than 70' from the tank pad.
6. A square 48'x48' pipe rail fence to exclude non target species.

Materials will be trucked to a previously disturbed staging area, from the staging, materials will be transported to the job site via helicopter. NDOW personnel and volunteers will hike from the staging area to the job site. Disturbance will be kept to a minimum, by using previously disturbed areas disturbance will not exceed .24 acres.

RATIONALE

In arid-land areas, where water is a limiting factor, guzzlers are shown to be effective tool for increasing big game distribution and populations (Roberts, 1977). In areas where natural water sources are scarce or can become limited during a drought event, a guzzlers ability to store water and provide water that will last 12 to 18 months have been shown to be critical for the survival desert bighorn sheep populations (Halloran and Demin, 1958, Dolan, 2006).

AUTHORITY

The authority for this decisions is contained in Title 43 of the Code of Federal Regulations (CFR) under Subpart 4120-Grazing Management and Subpart 4160-Administrative Remedies, which state in pertinent parts:

43 CFR 4120.3-1(a): Range improvements shall be installed, used maintained, and/or modified on the public lands or removed from these lands, in a manner consistent with multiple-use management.

43 CFR 4120.3-1(e): A range improvement permit or cooperative range improvement agreement does not convey to the permittee or cooperator any right, title, or interest in any lands or resources held by the United States.

43 CFR 4120.3-1(f): Proposed range improvement projects shall be reviewed in accordance with the requirements of the National Environmental Policy Act of 1969 (42 U.S.C. 4371 *et seq.*). The decision document following the environmental analysis shall be considered the proposed decision under subpart 4160 of this part.

43 CFR 4120.3-2(a): The Bureau of Land Management may enter into a cooperative range improvement agreement with a person, organization, or other government entity for the

installation, use, maintenance, and/or modification of permeant range improvements or rangeland development to achieve management or resource condition objectives.

PROTEST PROVISIONS

In accordance with 43 CFR 4160.2, any applicant, permittee, lessee or other interested public may protest the proposed decision under 4160.1 of this title in person or in writing to the authorized officer within 15 days after receipt of such decision. In accordance with 43 CFR. 4160.3 (b), upon the timely filing of a protest, the authorized officer shall reconsider her/his proposed decision in light of the protestant's statement of reasons for protest and in light of other information pertinent to the case. At the conclusion of her/his review of the protest, the authorized officer shall serve her/his final decision on the protestant or her/his agent, or both, and the interested public.

In accordance with 43 CFR 4160.3 (a), in the absence of a protest, the proposed decision will become the final decision of the authorized officer without further notice unless otherwise provided in the proposed decision. If the proposed decision were to become the final decision it may be appealed in accordance with the following section.

APPEAL PROVISIONS

In accordance with 43 CFR 4.470 and 4160.4, any applicant, permittee, lessee or other person whose interest is adversely affected by the Final Decision may file an appeal of the Decision. An appellant may also file a petition for stay of the Decision pending final determination on appeal. The appeal and petition for stay must be filed in the office of the authorized officer, as noted above, within 30 days following receipt of the Final Decision, or within 30 days after the date the Proposed Decision becomes final. Within 15 days of filing the appeal and any petition for stay, the appellant also must serve a copy of the appeal and any petition for stay on any person named in the Decision and listed at the end of the Decision, and on the Office of the Solicitor, Pacific Southwest Region, 2800 Cottage Way, Rm. E-1712, Sacramento, CA 95825-1890 (CFR 4.471(b)).

The appeal must be in writing and state the reasons, clearly and concisely, why the appellant thinks the Final Decision is in error. Other provisions of 43 CFR 4.470 also apply. The BLM does not accept appeals sent by electronic mail. Appeals transmitted by facsimile will be accepted so long as the BLM receives the original document with original signature within 7 days of the receipt of the facsimile transmittal.

A petition for stay, if filed, shall show sufficient justification based on the following standards (43 CFR 4.471(c)):

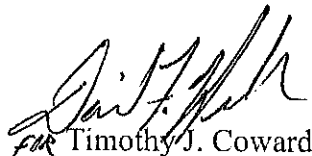
1. The relative harm to the parties if the stay is granted or denied;
2. The likelihood of the appellant's success on the merits;
3. The likelihood of immediate and irreparable harm if the stay is granted; and,
4. Whether the public interest favors granting the stay.

43 CFR 4.471(d) provides that the appellant requesting a stay bears the burden of proof to demonstrate that a stay should be granted.

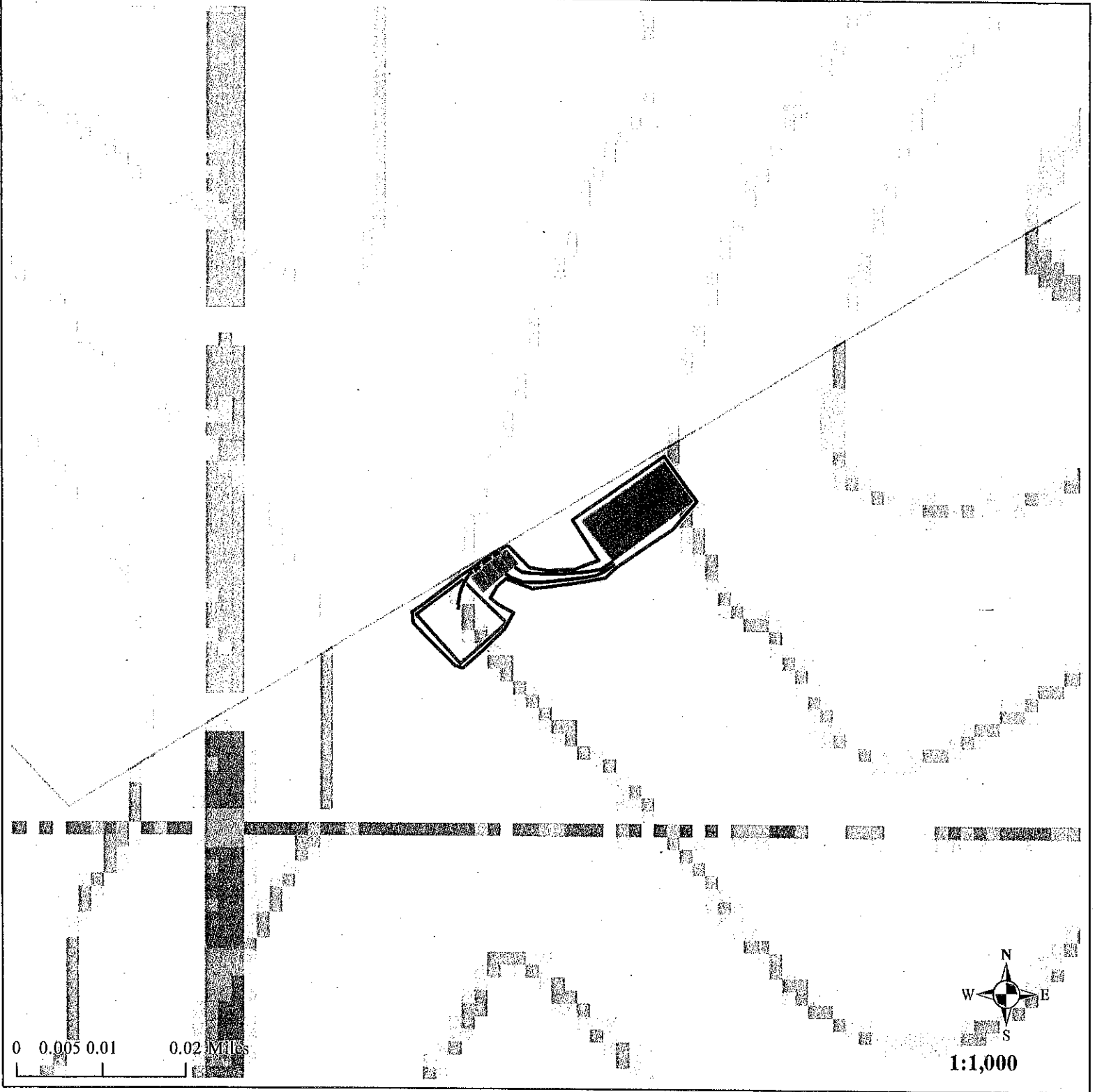
Any person named in the Decision from which an appeal is taken (other than the appellant) who wishes to file a response to the petition for a stay may file with the Departmental Cases Hearings Division Office of Hearings and Appeals U.S. Department of the Interior 351 South West Temple, Suite 6300 Salt Lake City, Utah 84101, a motion to intervene in the appeal, together with the response, within 10 days of receiving the petition. Within 15 days after filing the motion to intervene and response, the person must serve copies on the appellant, the Office of the Solicitor and any other person named in the Decision (43 CFR 4.471(b)).

At the conclusion of any document that a party must serve, the party or its representative must sign a written statement certifying that service has been or will be made in accordance with the applicable rules and specifying the date and manner of such service (43 CFR 4.422(c)(2)).

Sincerely,


for Timothy J. Coward
Field Manager

Enclosures
Maps



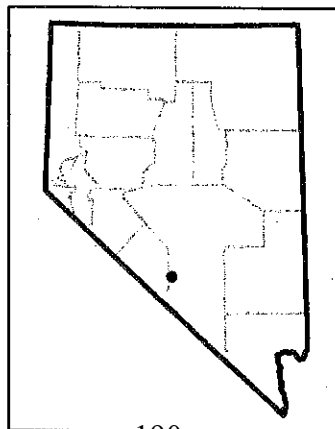
Stonewall Mountain Bighorn Sheep Water Development

Legend

- Pipeline
- Apron
- Drinker
- Tank
- Piperail fence
- Construction footprint

Land Status Abbreviation

- BLM
- PVT



United States Department of the Interior
Bureau of Land Management
Tonopah Field Office
1553 S. Main St./PO Box 911
Tonopah, NV 89049



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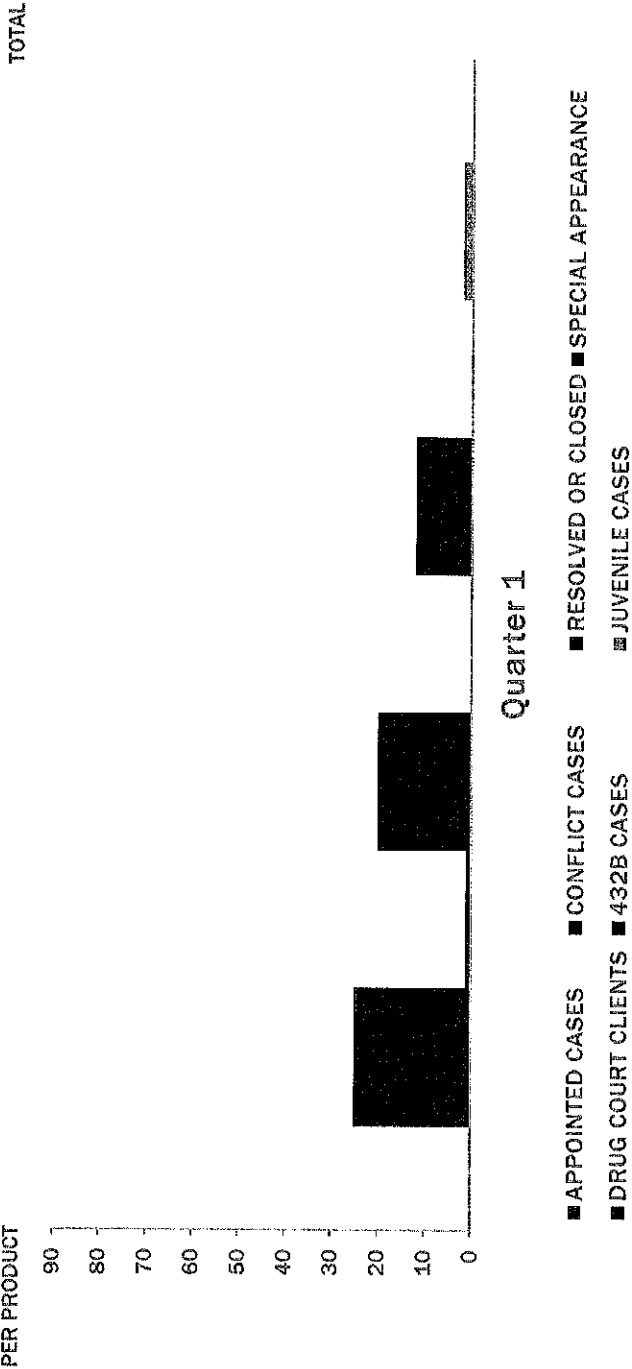
NAD83 UTM ZONE 11N

Map Date 8.9.2018



QUARTERLY REPORT

TOTAL AND TOP PRODUCTS 2019



Quarterly Report 2019

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