

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

April 12, 2018

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 12:00pm to 1:15pm

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

Commissioners Reports on meetings, conferences and seminars attended

Staff Reports on meetings, conferences and seminars attended

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

CONSENT AGENDA

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

*(1) Approval of April 12, 2018 Agenda Notice

*(2) Approval of February 22, 2018 Meeting Minutes

*(3) Approval of March 8, 2018 Meeting Minutes

*(4) Approval of March 19, 2018 Budget Workshop Minutes

*(5) Approval of March 20, 2018 Budget Workshop Minutes

*(6) Approval of March 22, 2018 Meeting Minutes

- * (7) Approval of April 10, 2018 Special Meeting Minutes
- * (8) Approval of the Payment of Bills
- * (9) Approval of Payroll Change Requests

COMMISSIONERS

- * (1) Discussion only regarding the Rock Creek Dam project, and all other matters properly related thereto.

Public Comment

- * (2) Discussion for possible action regarding a letter requesting the BLM to loan Indian Artifacts to Lander County that were found in the area of Rock Creek Dam Project for display to the public, and all other matters properly related thereto.

Public Comment

- * (3) Discussion for possible action to approve/disapprove a letter of support to be submitted with a grant application to secure funding for the buying and planting of 30 trees in the historic Austin, Nevada Cemetery, and authorize the chair to sign, and all other matters properly related thereto.

Public Comment

- * (4) Discussion for possible action to approve/disapprove Proclamation 2018-03 declaring Sunday, April 8 through Saturday, April 14, 2018, National Crime Victims' Rights Week, and all other matters properly related thereto.

Public Comment

- * (5) Discussion for possible action regarding an update from LP Insurance for the group insurance rates for FY 2018-2019, and all other matters properly related thereto.

Public Comment

BOARD APPOINTMENTS

- * (6) Discussion for possible action to appoint an individual to fill the one vacancy on the Lander County Advisory Board to Manage Wildlife, a Category II board, to complete a term ending June 30, 2019, and to consider the following:
 - a) Colt Spealman;

and all other matters properly related thereto.

Public Comment

COMMISSIONERS

- *(7) Discussion for possible action to approve/disapprove the passage of Ordinance 2018-01 amending Chapters 5.04, 5.06 and 5.24 of the Lander County Code to obtain business licenses from the Building and Planning Department instead of the Lander County Assessor's office, and all other matters properly related thereto.

Public Comment

- *(8) Discussion for possible action regarding the proposal and reading by Title of Ordinance No. 2018-02 amending Title 8 to add a new Chapter 8.46 of the Lander County code pertaining to recreational and medical marijuana cultivation facilities, and all other matters properly related thereto.

Public Comment

- *(9) Discussion only regarding a payment not to exceed \$256,000.00 towards the Highway 50 Project in Austin, and to have the County carry an interim loan for \$1,118,000.00 with 0% interest for the duration of the water project, and all other matters properly related thereto.

Public Comment

- *(10) Discussion for possible action regarding a proclamation honoring National County Government Month this April, and all other matters properly related thereto.

Public Comment

- *(11) Discussion for possible action to approve/disapprove abolishing the Battle Mountain Livestock Events Center Advisory Board and to lease the Battle Mountain Livestock Events Center to a 501(C)3, and all other matters properly related thereto.

Public Comment

- *(12) Discussion for possible action to select a date for a Lander County Board of Commissioners meeting to be held in Austin, Nevada, and all other matters properly related thereto.

Public Comment

- *(13) Discussion for possible action to approve/disapprove the Private Owner Cooperative Agreement Construction Contract between Jay Wintle and Lander County and authorize the chair to sign, and all other matters properly related thereto.

Public Comment

- *(14) Discussion and possible action regarding a policy to prohibit county employees from putting political signs on personal vehicles while parking in County only parking areas, and all other matters properly related thereto.

Public Comment

- *(15) Discussion for possible action to approve/disapprove the FAA Agreement for Professional Services with J-U-B Engineers, Inc. to Realign Taxiway C, A.I.P. 3-32-0001-027 at the Battle Mountain Airport in the amount of \$158,639.00, and all other matters properly related thereto.

*Public Comment****CORRESPONDENCE**

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

Public Comment

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

ADJOURN

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

NOTE: TIMES ARE APPROXIMATE

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

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the County 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 Executive Director of said Lander County, Nevada, being duly sworn, says, that on the 6th day of April, 2018, 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 Executive
Director



Subscribed and sworn to before me this 6th day of April, 2018.

Witness



Name of Agenda: Lander County Board of Commissioners Meeting

Date of Meeting: April 12, 2018

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

April 12, 2018

APPROVE

Check #106266



Executive Director

WINNEMUCCA PUB. CO., INC.

COUNTY OF LANDER
DBA: BATTLE MOUNTAIN BUGLE

DATE	INVOICE	AMOUNT	REMARKS
03/22/18	LCEXEC	336.00	2/28/18 16-X-PROPOSALS

CHECK NO 106266 \$336.00 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106266

94-7074
3212

PAY TO THE ORDER OF

WINNEMUCCA PUB. CO., INC.

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/22/18 **VOID**	106266 **VOID**	\$336.00 **VOID**

VOID**336DOLLARS AND 00CENTS***

WINNEMUCCA PUB. CO., INC.
1022 S. GRASS VALLEY RD.

DBA: BATTLE MOUNTAIN BUGLE

WINNEMUCCA

NV 89445-4045

VOID
NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

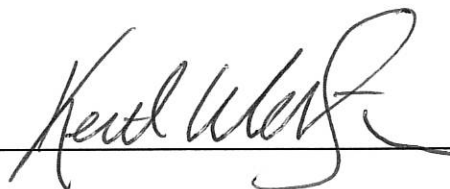
LANDER COUNTY COMMISSION MEETING

April 12, 2018

APPROVE

Check #106265

Executive Director

A handwritten signature in black ink, appearing to read "Keith Westengard", is written over a horizontal line.

COUNTY OF LANDER

KEITH WESTENGARD

DATE	INVOICE	AMOUNT	REMARKS
03/22/18	REIMBURSEMENT FOOD	196.00	3/13-16 SAGE/AMBULANCE
03/22/18	REIMBURSEMENT FUEL	566.26	3/13-16 SAGE/AMBULANCE

CHECK NO 106265 \$762.26 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106265

94-7074
3212

PAY TO THE ORDER OF

KEITH WESTENGARD

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/22/18 **VOID**	106265 **VOID**	\$762.26 **VOID**

VOID**762DOLLARS AND26CENTS***

KEITH WESTENGARD
746 THORPE DR.

SPRING CREEK NV 89815

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

April 12, 2018

APPROVE

Check #106264



Executive Director

COUNTY OF LANDER

HEIDI THOMSEN

DATE	INVOICE	AMOUNT	REMARKS
03/22/18	ADAVANCE FUEL	120.45	4/3/18 RENO FINANCE TRNG
03/22/18	ADVANCE FOOD	46.00	4/3/18 RENO FINANCE TRNG

CHECK NO 106264 \$166.45 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106264

94-7074
3212

PAY TO THE ORDER OF

HEIDI THOMSEN

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/22/18 **VOID**	106264 **VOID**	\$166.45 **VOID**

VOID**16DOLLARS AND45CENTS***

HEIDI THOMSEN
140 CARSON ROAD

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

April 12, 2018

APPROVE

Check #106259

Executive Director



MIDWAY MARKET

COUNTY OF LANDER
LAKE'S MARKET INC.

DATE	INVOICE	AMOUNT	REMARKS
03/22/18	01-1538950 LC CLERK	10.65	3/22/18 COMMISSION FOOD

CHECK NO 106259 \$10.65 **

COUNTY OF LANDER
50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106259

94-7074
3212

PAY TO THE ORDER OF

MIDWAY MARKET

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/22/18 **VOID**	106259 **VOID**	\$10.65 **VOID**

VOID**10DOLLARS AND65CENTS***

MIDWAY MARKET
P.O. BOX 580

LAKE'S MARKET INC.

BATTLE MOUNTAIN NV 89820

VOID
NON-NEGOTIABLE

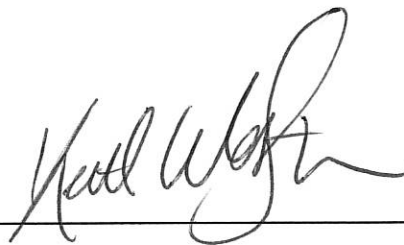
Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

April 12, 2018

APPROVE

Check #106258



Executive Director

LAKEN MARINE

COUNTY OF LANDER

DATE	INVOICE	AMOUNT	REMARKS
03/22/18	ADVANCE FOOD	46.00	4/3/18 RENO FINANCE TRNG
03/22/18	ADVANCE FUEL	120.45	4/3/18 RENO FINANCE TRNG

CHECK NO 106258

\$166.45 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106258

94-7074
3212

PAY TO THE ORDER OF

LAKEN MARINE

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/22/18 **VOID**	106258 **VOID**	\$166.45 **VOID**

VOID**166DOLLARS AND45CENTS***

LAKEN MARINE
1443 HILLTOP ROAD

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

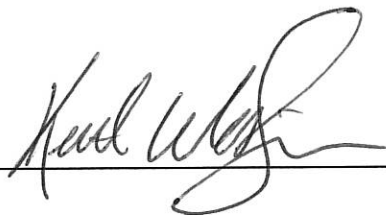
LANDER COUNTY COMMISSION MEETING

April 12, 2018

APPROVE

Check #106252

Executive Director



COUNTY OF LANDER

TINA MARIE BISIAUX

DATE	INVOICE	AMOUNT	REMARKS
03/22/18	MARCH 2018	245.00	PATCH CHANGES

CHECK NO 106252 \$245.00 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106252

94-7074
3212

PAY TO THE ORDER OF

TINA MARIE BISIAUX

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/22/18 **VOID**	106252 **VOID**	\$245.00 **VOID**

VOID**245DOLLARS AND00CENTS***

TINA MARIE BISIAUX
P.O. BOX 652

BATTLE MOUNTAIN MV 89820

VOID
NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

April 12, 2018

APPROVE

Check #106249

Executive Director



COUNTY OF LANDER

JUDIE A. ALLAN

DATE	INVOICE	AMOUNT	REMARKS
03/22/18	FEBRUARY 2018	49.00	VERIZON
03/22/18	JANUARY 2018	49.00	VERIZON
03/22/18	MARCH 2018	49.00	VERIZON

CHECK NO 106249 \$147.00 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106249

94-7074
3212

PAY TO THE ORDER OF

JUDIE A. ALLAN

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/22/18 **VOID**	106249 **VOID**	\$147.00 **VOID**

VOID**147DOLLARS AND00CENTS***

JUDIE A. ALLAN
P.O. BOX 664

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

April 12, 2018

APPROVE

Check #106274

Executive Director



LEADER INDUSTRIES

COUNTY OF LANDER

DATE	INVOICE	AMOUNT	REMARKS
03/29/18	115918	171,971.00	3/21/18 2018 AMBULANCE

CHECK NO 106274 \$171,971.00 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106274

94-7074
3212

PAY TO THE ORDER OF

LEADER INDUSTRIES

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/30/18 **VOID**	106274 **VOID**	\$171,971.00 **VOID**

VOID**171,971DOLLARS AND00CENTS***

LEADER INDUSTRIES
10941 WEAVER AVE

SOUTH EL MONTE CA 91733

VOID
NON-NEGOTIABLE

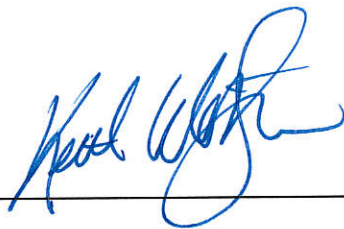
Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

April 12, 2018

APPROVE

Check #106276



Executive Director

COUNTY OF LANDER

LAKEN MARINE

DATE	INVOICE	AMOUNT	REMARKS
03/29/18	ADVANCE FOOD	23.00	4/3/18 RENO FINANCE TRNG

CHECK NO 106276 \$23.00 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106276

94-7074
3212

PAY TO THE ORDER OF

LAKEN MARINE

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/30/18 ***VOID**	106276 ***VOID**	\$23.00 ***VOID**

VOID**23DOLLARS AND00CENTS***

LAKEN MARINE
1443 HILLTOP ROAD

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

April 12, 2018

APPROVE

Check #106278



Executive Director

COUNTY OF LANDER

BART E. NEGRO

DATE	INVOICE	AMOUNT	REMARKS
03/29/18	REIMBURSEMENT	220.27	2CEVO INSTURCTOR KITS

CHECK NO 106278 \$220.27 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106278

94-7074
3212

PAY TO THE ORDER OF

BART E. NEGRO

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/30/18 **VOID**	106278 **VOID**	\$220.27 **VOID**

VOID**220DOLLARS AND27CENTS***

BART E. NEGRO
BOX 446

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

April 12, 2018

APPROVE

Check #106283



Executive Director

HEIDI THOMSEN

COUNTY OF LANDER

DATE	INVOICE	AMOUNT	REMARKS
03/29/18	ADVANCE FOOD	23.00	4/3/18 RENO FINANCE TRNG

CHECK NO 106283 \$23.00 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106283

94-7074
3212

PAY TO THE ORDER OF

HEIDI THOMSEN

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
03/30/18 **VOID**	106283 **VOID**	\$23.00 **VOID**

VOID**23DOLLARS AND 00CENTS***

HEIDI THOMSEN
140 CARSON ROAD

BATTLE MOUNTAIN NV 89820

VOID
NON-NEGOTIABLE

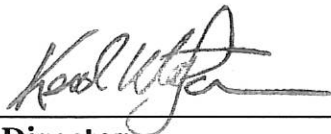
Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

April 12, 2018

APPROVE

Check #106290



Executive Director

COUNTY OF LANDER

TINA MARIE BISIAUX

DATE	INVOICE	AMOUNT	REMARKS
04/04/18	MARCH 2018	200.00	PATCH CHANGES

CHECK NO 106290 \$200.00 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106290

94-7074
3212

PAY TO THE ORDER OF

TINA MARIE BISIAUX

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
04/06/18 **VOID**	106290 **VOID**	\$200.00 **VOID**

VOID**200DOLLARS AND00CENTS***

TINA MARIE BISIAUX
P.O. BOX 652

BATTLE MOUNTAIN MV 89820

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

April 12, 2018

APPROVE

Check #106294



Executive Director

COUNTY OF LANDER
C/O ICMA

LOGMAN

DATE	INVOICE	AMOUNT	REMARKS
04/04/18	LOGMAN REGISTRATION	275.00	5/16-18/18 WESTENGARD, K

CHECK NO 106294 \$275.00 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106294

94-7074
3212

PAY TO THE ORDER OF

LOGMAN

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
04/06/18 **VOID**	106294 **VOID**	\$275.00 **VOID**

VOID**275DOLLARS AND00CENTS***

LOGMAN
ATTN MATTHEW WATSON
777 N CAPITAL ST.NE ST500
WASHINGTON DC

C/O ICMA

VOID
NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

April 12, 2018

APPROVE

Check #106300



Executive Director

COUNTY OF LANDER

ALEX RANGEL

DATE	INVOICE	AMOUNT	REMARKS
04/06/18	ADVANCE MEALS	161.00	4/10/18 TRAINING RENO

CHECK NO 106300 \$161.00 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106300

94-7074
3212

PAY TO THE ORDER OF

ALEX RANGEL

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
04/06/18 **VOID**	106300 **VOID**	\$161.00 **VOID**

VOID**161DOLLARS AND00CENTS***

ALEX RANGEL
P.O. BOX 1625

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

LANDER COUNTY COMMISSIONERS MEETING
4/12/2018

Agenda Item Number __1__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding the Rock Creek Dam project, and all other matters properly related thereto.

Public Comment:

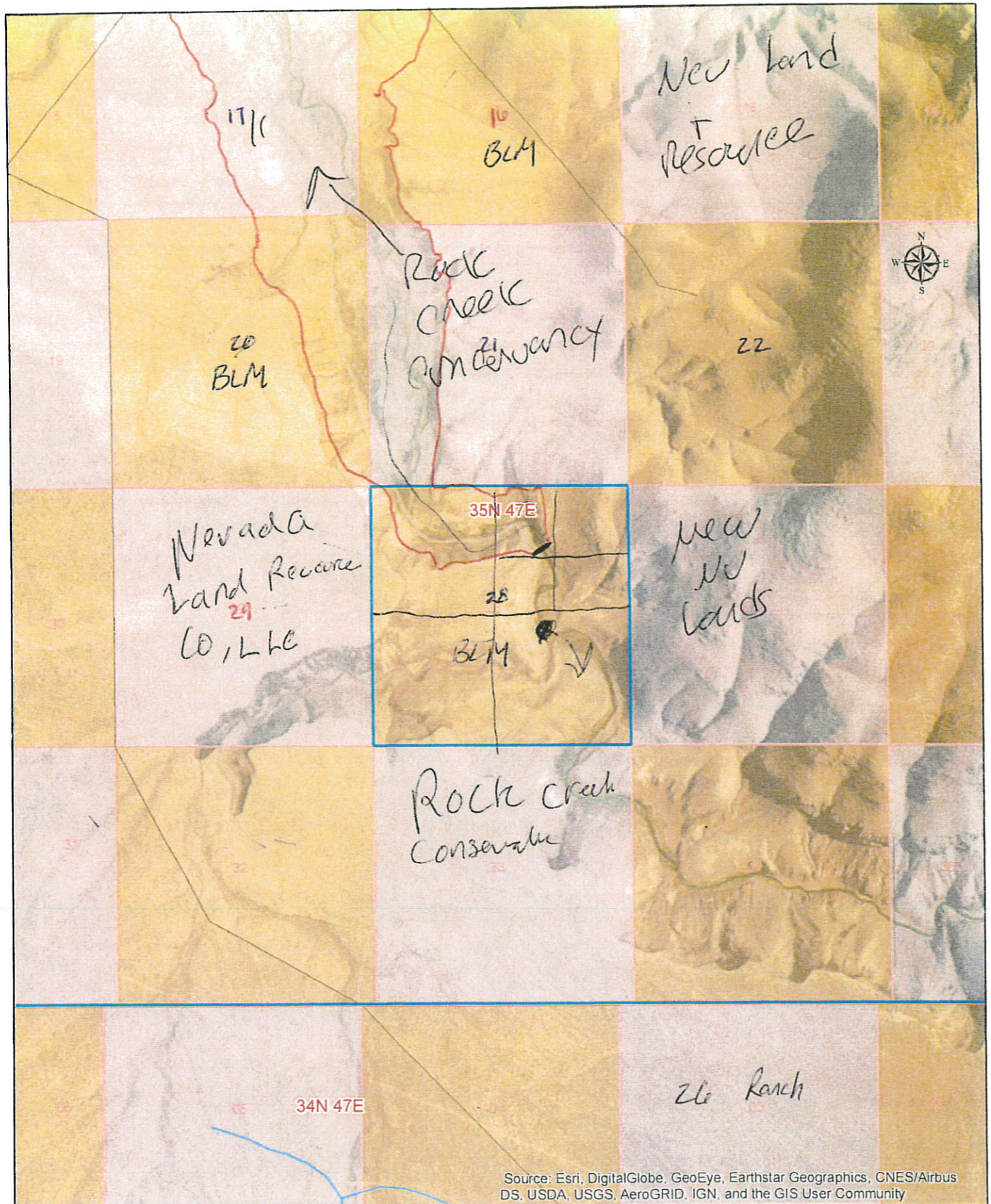
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Recommended Action:

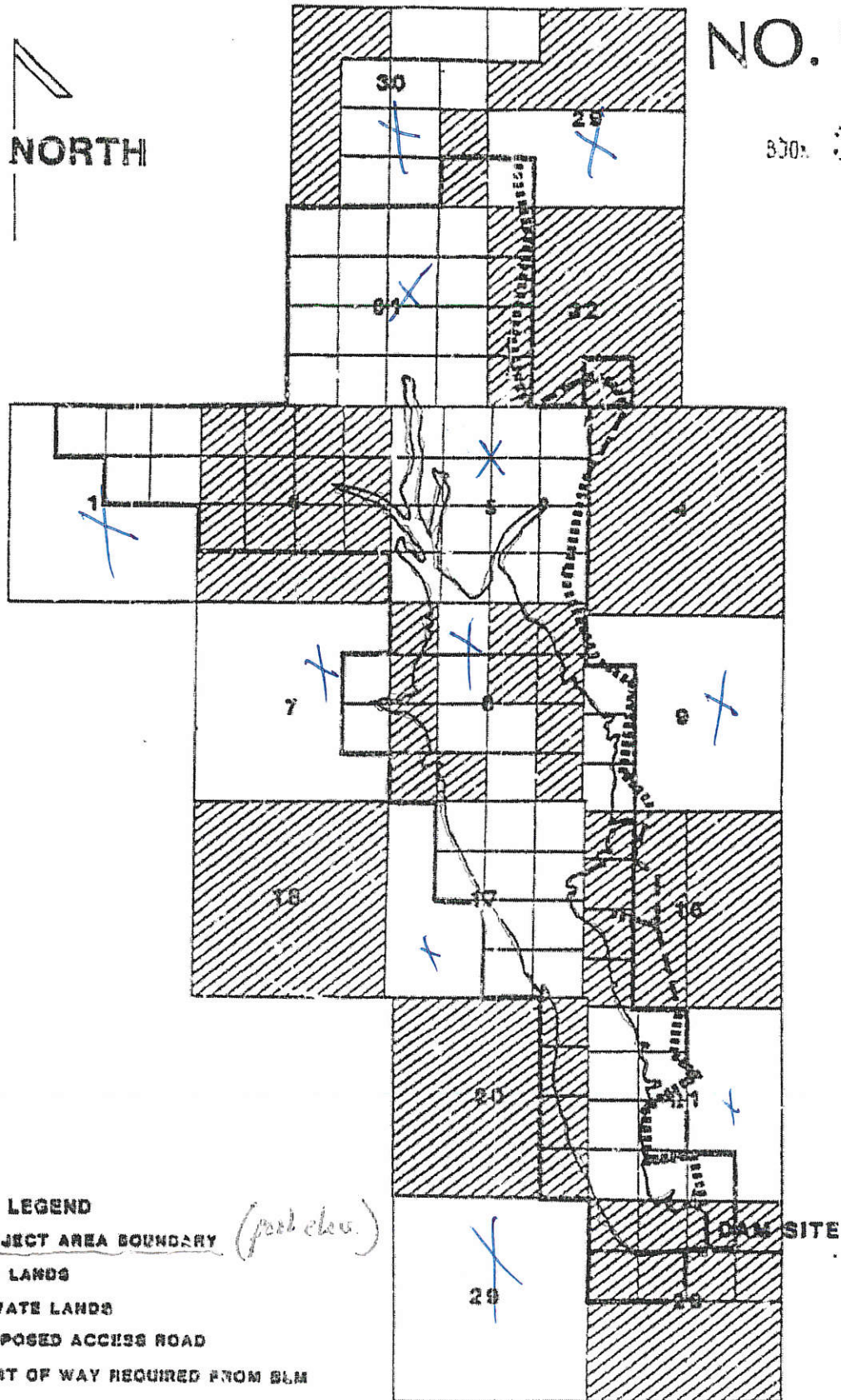
ROCKCREEK1

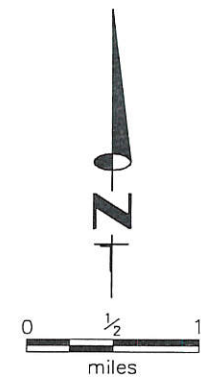
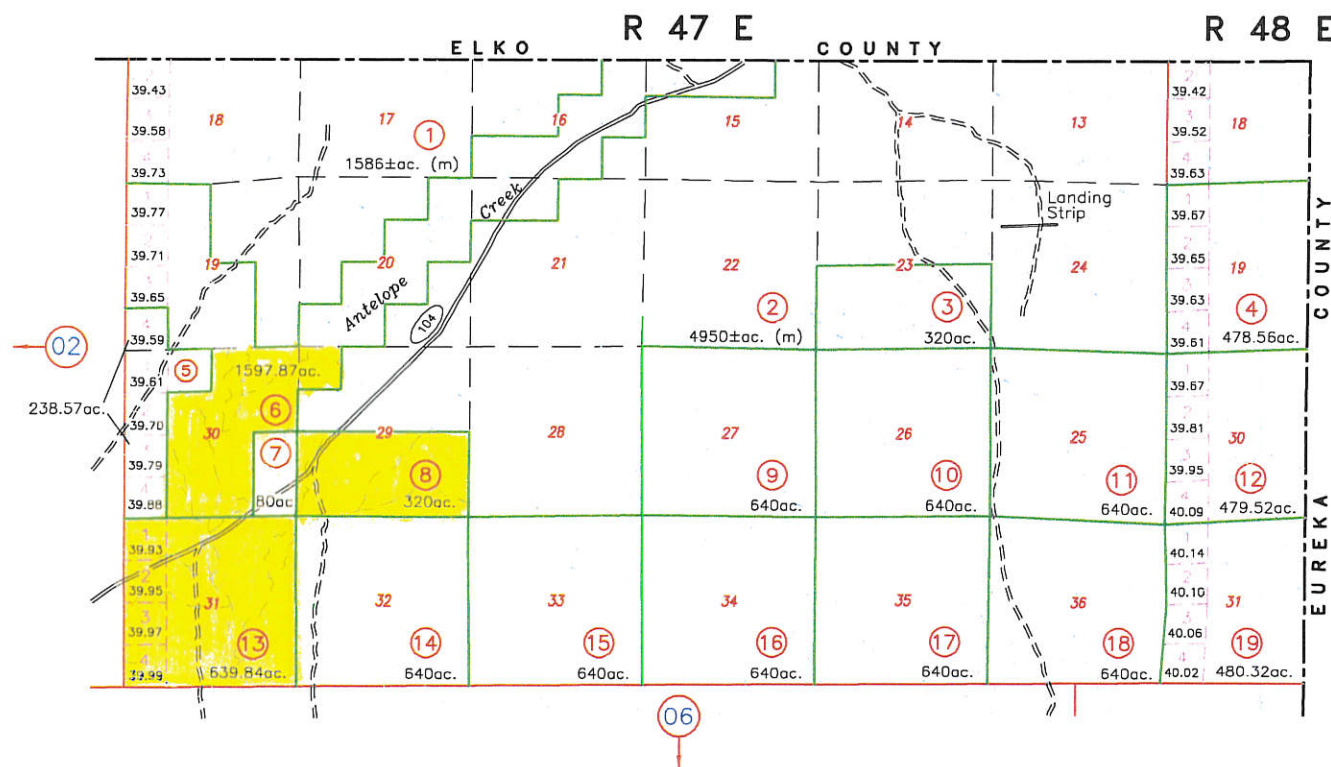
PARCEL	LAND USE	ASSESSED OWNER	MAILING ADDRESS	CITY/STATE	ZIP	ACRES
10-030-06	695	26 RANCH INC	1546 COLE BLVD SUITE 270	LAKEWOOD, CO	80401	1398.92
10-030-08	100	SMITH, GARY J & MADYLN R	P O BOX 116	ELIZABETHTON, TN	37643	320.00
10-030-13	600	NELSON, PHILLIP E & HELENA M	374 WEST 11TH STREET	RENO, NV	89503	639.84
10-050-06	100	LA METROPOLITAN INVESTMENTS LLC	850 SOUTH BROADWAY, STE 1101	LOS ANGELES, CA	90014	644.00
10-060-02	600	NELSON, PHILLIP E & HELENA M	374 WEST 11TH STREET	RENO, NV	89503	642.40
10-060-08	600	NEW NEVADA LANDS, LLC	P O BOX 805	DESTIN, FL	32540	617.30
10-060-10	100	LANDER COUNTY	50 STATE ROUTE 305	BATTLE MOUNTAIN, NV	89820	200.00
10-060-12	600	NEW NEVADA LANDS, LLC	P O BOX 805	DESTIN, FL	32540	651.00
10-060-18	600	BM BAND WESTERN SHOSHONE INDIAN	37 MOUNTAIN VIEW	BATTLE MOUNTAIN, NV	89820	640.00
10-060-26	600	BM BAND WESTERN SHOSHONE INDIAN	37 MOUNTAIN VIEW	BATTLE MOUNTAIN, NV	89820	640.00
10-060-32	600	NEW NEVADA LANDS, LLC	P O BOX 805	DESTIN, FL	32540	640.00

35N 47E Sec 28



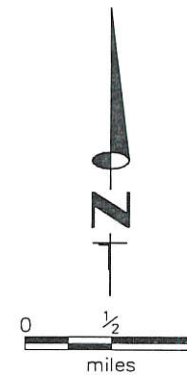
spillway @ 4860
max pool 4860





NOTE:
THIS PLAT IS FOR ASSESSMENT USE
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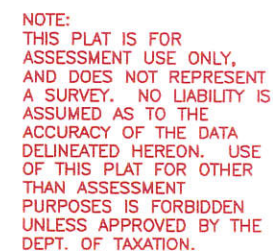
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NOTE:
THIS PLAT IS FOR ASSESSMENT USE ONLY,
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OF THE DATA DELINEATED HEREON. USE OF
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BY THE DEPT. OF TAXATION.

LANDER COUNTY

47



LANDER COUNTY

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 Document Date.... 3/25/1984 Recording Date.. 7/05/1984 Rec Time.. 10:02 AM
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 Orig Doc#..... Map Doc# Map File# L/P/M
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 Co RPTT .00 St RPTT .00 St Gen RPTT .00
 Non Std Doc .00 St Mine .00 OvrPmt .00 **Tot Fees: .00**
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 Document Date.... 7/08/1985 Recording Date.. 7/12/1985 Rec Time..
 Book..... 253 Page(s).. 316 - APN
 Subdivision..... Lot Block
 Legal Desc..... Twnshp Rng Sct Base Merid Addnl (X)
 Descr... ESTABLISHING ROCK CREEK DAM CAPITAL PROJECTS FUND
 Orig Doc#..... Map Doc# Map File# 00000 L/P/M
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 Co RPTT .00 St RPTT .00 St Gen RPTT .00
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 LANDER COUNTY COMMISSIONERS

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 Book..... 253 Page(s).. 317 - APN
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 Descr... **AUTHORIZING TEMPORARY INTERFUND LOAN (ROCK CREEK DAM)**
 Orig Doc#..... Map Doc# Map File# 00000 L/P/M
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LANDER COUNTY COMMISSIONERS

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 Document Date.... 2/24/1987 Recording Date.. 3/02/1987 Rec Time..
 Book..... 282 Page(s).. 461 - APN
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 Legal Desc..... Twnshp Rng Sct Base Merid Addnl (X)
 Descr... **ROCK CREEK WATER RIGHTS/PERMIT #27460**
 Orig Doc#..... Map Doc# Map File# 00000 L/P/M
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LANDER COUNTY FAIR & REC BOARD

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 Document Date.... 2/04/1988 Recording Date.. 2/08/1988 Rec Time.. 3:51 PM
 Book..... 307 Page(s).. 135 - 136 APN
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 Descr... **WAVING PARCEL REQUIREMENTS FOR SPR LAND ROCK CREEK DAM**
 Orig Doc#..... Map Doc# Map File# 00000 L/P/M
 Notes...
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LANDER COUNTY COMMISSIONERS

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 Document Date.... 2/22/1988 Recording Date.. 2/22/1988 Rec Time.. 4:41 PM
 Book..... 307 Page(s).. 547 - 559 APN
 Subdivision..... Lot Block
 Legal Desc..... Twnshp 35N Rng 47E Sct 28 Base Merid Addnl (X)
 Descr... ROCK CREEK AT HEAD OF SHOSHONE CANYON
 Orig Doc#..... Map Doc# Map File# 00000 L/P/M
 Notes... ROCK CREEK DAM PROJECT PERMIT #9230A
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 UNITED STATES ARMY CORPS OF ENGINEERS LANDER, COUNTY OF
 ARMY CORPS OF ENGINEERS

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 Document Date.... 4/07/1988 Recording Date.. 4/08/1988 Rec Time.. 9:11 AM
 Book..... 309 Page(s).. 109 - 114 APN
 Subdivision..... Lot Block
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 Orig Doc#..... Map Doc# Map File# 00000 L/P/M
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 VENTURACCI, GLORIA LEILA
 VENTURACCI, LOUIS
 VENTURACCI, LEILA
 VENTURACCI RANCHES

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 Document Date.... 5/15/1989 Recording Date.. 5/24/1989 Rec Time.. 2:57 PM
 Book..... 331 Page(s).. 94 - 98 APN
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 Descr... **CORRECTION TO SUPPLEMENT WRD/#150962; RERECORDED TO ADD EXHINIT 161445**
 Orig Doc#..... Map Doc# Map File# 00000 L/P/M
 Notes... **3000 ACRE FEET OF WATER RIGHTS/ROCK CREEK DAM**
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 Non Std Doc .00 St Mine .00 OvrPmt .00 **Tot Fees:**
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VENTURACCI, GLORIA
VENTURACCI, LOUIS
VENTURACCI, LEILA
VENTURACCI RANCHES

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9/27/17 11:17:44 LANDER COUNTY Document Inquiry **DI0200LGB**
 Document Number.. **0181390** - Doc Type **RES RESOLUTION**
 Document Date.... **11/05/1992** Recording Date.. **11/09/1992** Rec Time.. **3:52 PM**
 Book..... **387** Page(s).. **470 - 471** APN
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 Descr... **RESOLUTION 92-19/ROCK CREEK STUDIES**
 Orig Doc#..... Map Doc# Map File# L/P/M
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 Non Std Doc .00 St Mine .00 OvrPmt .00 **Tot Fees:**
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LANDER COUNTY COMMISSIONERS

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 Document Date.... 7/15/1996 Recording Date.. 7/24/1996 Rec Time.. 9:13 AM
 Book..... 431 Page(s).. 261 - 263 APN
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 Legal Desc..... Twnshp Rng Sct Base Merid Addnl (X)
 Descr... #96-16 ADVISORY QUESTION 1996 ELECTION BALLOT/ROCK CREEK RESERVOIR
 Orig Doc#..... Map Doc# Map File# L/P/M
 Notes...
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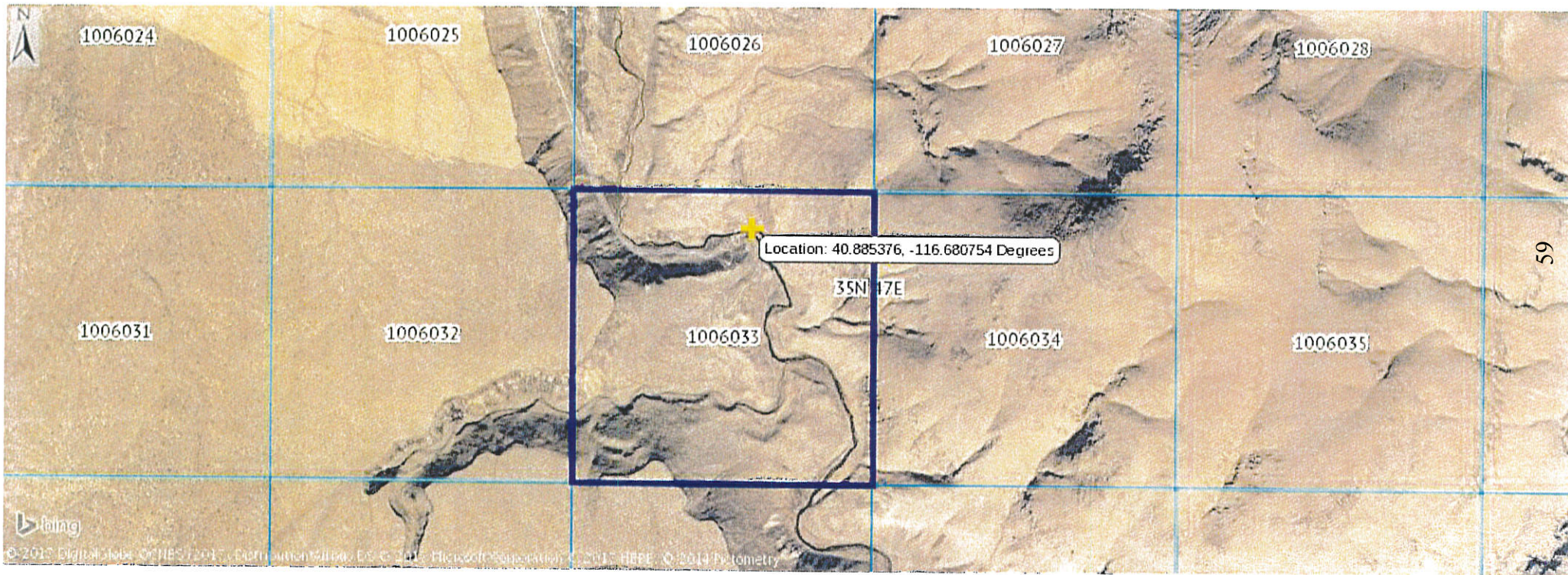
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 Document Date.... **2/28/1997** Recording Date.. **3/11/1997** Rec Time.. **3:04 PM**
 Book..... **439** Page(s).. **459** - **460** APN
 Subdivision..... Lot Block
 Legal Desc..... Twnshp Rng Sct Base Merid Addnl (X)
 Descr... **1987 ROCK CREEK BONDS**
 Orig Doc#..... Map Doc# Map File# **00000** L/P/M
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 Co RPTT .00 St RPTT .00 St Gen RPTT .00
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HOWARTH AND ASSOCIATES **LANDER, COUNTY OF**

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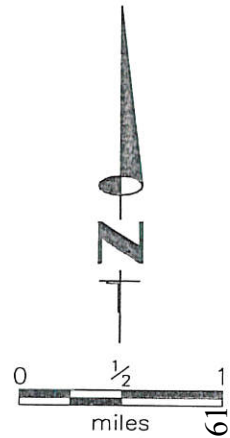
PARCEL 10-060-33



06/12/2014 - 06/12/2014

ROCK CREEK DAM SITE



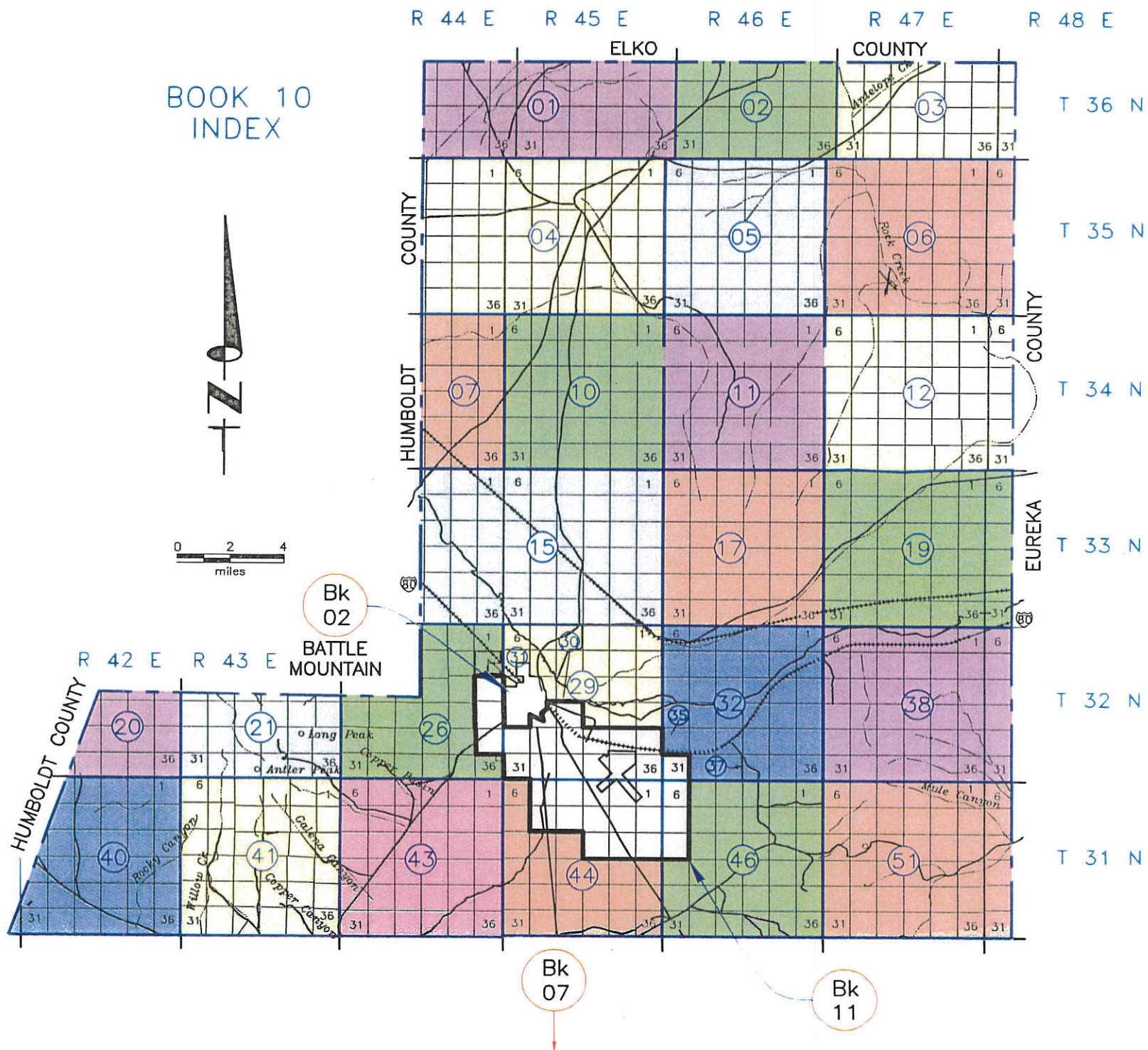


NOTE:
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DELINEATED HEREON. USE
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DEPT. OF TAXATION.

BOOK 10 INDEX



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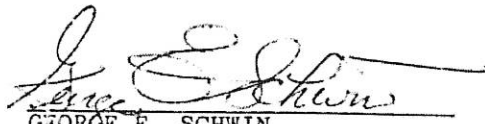
ROCK CREEK RESOLUTION

WHEREAS, the Board of County Commissioners of Lander County, Nevada has determined that application to the United States Department of Interior, Bureau of Land Management, for a recreation and public purposes permit for the proposed Rock Creek Dam area is in the public interest, and

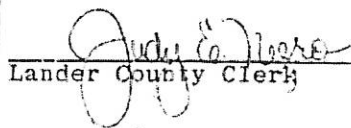
WHEREAS, a formal resolution of said body is necessary to pursue said application,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Lander County, Nevada that a recreation and public purpose application, L-39431, be made in the name of Lander County to the United States Department of the Interior, Bureau of Land Management for the proposed Rock Creek Dam area.


Dated this 25th day of March, 1984.


 GEORGE E. SCHWIN
 Vice-Chairman
 Lander County Commission

ATTEST:


 Lander County Clerk

OFFICE OF THE CLERK
 LANDER COUNTY
 RECORDS & CLERK
 Lander County Clerk
 24 JUL 5 10:02
 122796

REC-6 DEP. 

RESOLUTION ESTABLISHING ROCK CREEK DAM

CAPITAL PROJECTS FUND

It is hereby resolved, pursuant to NRS 354.604, by the Board of County Commissioners of Lander County Nevada, that a fund be created within the Lander County budget to be known as the Rock Creek Dam Capital Projects Fund. Said fund shall receive proceeds from the authorized bond issue for the Rock Creek Dam Project and such other monies as may be designated for use in said project.

PASSED AND ADOPTED this 8th day of July, 1985, by the following vote:

THOSE VOTING AYE: George E. Schwin
Commissioner

John J. Kincheloe
Commissioner

Commissioner

THOSE VOTING NO: None
Commissioner

THOSE ABSENT: Bill Elquist
Commissioner

George E. Schwin
CHAIRMAN, Lander County
Commissioner

Attest:

Judy E. Nye
Clerk

OFFICIAL RECORDS
LANDER COUNTY, NEV.
RECORD SECRETARY BY

Lander County Clerk
85 JUL 12 A 9: 09

128250

FILED 0 DEPT 27

RESOLUTION AUTHORIZING TEMPORARY INTERFUND LOAN

It is hereby resolved by the Board of County Commissioners of Lander County Nevada, that a temporary interfund loan in the amount of \$ 50,000.00 from the Federal In Lieu Fund to the Rock Creek Dam Capital Projects Fund be made. Repayment shall be made no later than July 7, 1986. Interest will not be charged on this loan. The Board has determined that the lending of such money has in no way an adverse or deleterious effect upon the fund making the loan.

PASSED AND ADOPTED this 8th. day of July, 1985, by the following vote:

THOSE VOTING AYE: George E. Schwin
Commissioner
John J. Kincheloe
Commissioner

Commissioner

THOSE VOTING NO: None
Commissioner

THOSE ABSENT: Bill Elquist
Commissioner

George E. Schwin
CHAIRMAN, Lander County
Commission

Attest:

Judy G. Negro
Clerk

OFFICIAL RECORDS
LANDER CO. NEV
RECORD REQUESTED BY

Lander County Clerk
85 JUL 12 9:09

128251

RAYL J. AGG
RECORDER

FEE 0 DEP. 27

Summary: Authorizes execution of Rock Creek water rights conveyance

Resolution Number 87-2

WHEREAS, the Lander County Fair and Recreation Board has reviewed the proposed conveyance of storage water rights on Rock Creek from the Board to Lander County, and

WHEREAS, the Board applied for such water rights in 1973 in support of efforts to construct a recreation reservoir on Rock Creek in northern Lander County, and

WHEREAS, permit was issued June 24, 1974 for such storage rights, and

WHEREAS, various extensions have been granted over the years, and

WHEREAS, it appears that the construction of said reservoir is finally feasible and may commence within a reasonable period of time, and

WHEREAS, Lander County, acting by and through its Board of Commissioners has taken over the responsibility for the approval and construction and operation of the dam and reservoir, and

WHEREAS, this Board has found that the public interest, benefit and good would be served by such conveyance, now therefore

THE LANDER COUNTY FAIR AND RECREATION BOARD DO RESOLVE:

The Chairman and Clerk are hereby authorized and directed to execute a conveyance of state water permit 27460 to Lander County.

Passed and adopted on February 24, 1987.

LANDER COUNTY FAIR AND RECREATION BOARD

By

Paul Kroh
PAUL KROH

HY FORGERON
HY FORGERON

George Schwin
GEORGE SCHWIN

Vickie Jolly
VICKIE JOLLY

Attest:

Carrie Steel
CARRIE STEEL, Clerk

WILLIAM MACDONALD
LAWYER
WINNEMUCCA,
NEVADA 89415
(702) 623-2517

OFFICIAL RECORDS
LANDER CO. NEV
RECORD REQUESTED BY
Lander County Fair
and Recreation Board

87 MAR 2 9:51

138414

PAVE & PAGE
RECORDER

FEE 0 DEP. 24

1
2
3 RESOLUTION
4
5
6

7
8 Waiving of Parcel Requirements for Southern Pacific
9 Railroad Land on the Rock Creek Dam Property.
10
11

12 WHEREAS, Lander County has entered into an agreement
13 with Southern Pacific Land Company to purchase portions of deeded
14 land for the purpose of building Rock Creek Dam,
15

16
17 WHEREAS, it was previously determined that it was
18 beneficial for Lander County to obtain only that land that was
19 needed to support the dam site and access roads,
20

21 WHEREAS, these parcels are smaller than parcels allowed
22 for that area by local zoning ordinance and it is therefore
23 beneficial for Lander County to waive the parcel requirements for
24 the Rock Creek Dam Project,
25

26
27 NOW THEREFORE, it is hereby resolved that the Board of
28 County Commissioners waives any and all parcel requirements for

the Rock Creek Dam Project as required by Lander County Ordinance.

Dated this 4th day of February, 1988.

Ray H. Williams, Jr.
RAY H. WILLIAMS, JR.
Chairman
Board of Commissioners
Lander County, Nevada

George Schwin
GEORGE SCHWIN
Member
Board of Commissioners
Lander County, Nevada

William Elquist
WILLIAM ELQUIST
Member
Board of Commissioners
Lander County, Nevada

ATTEST: *Judy C. Negro*
County Clerk

150199

307 547

DEPARTMENT OF THE ARMY PERMIT

Permittee Lander County, ATTN: George Schwin, Post Office Box 1655, Battle Mountain, Nevada 89820

Permit No. 9230A

Issuing Office Sacramento District, Corps of Engineers

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To construct an earthen dam approximately 510 feet long, and 61 feet high, using approximately 160,000 cubic yards of material creating a 750 acre reservoir as shown on the permit Number 9230A drawings, dated September 29, 1987, sheets 1 through 9.

Project Location: In Rock Creek at the head of Shoshone Canyon, Section 28, Township 35 North, Range 47 East, M.D.B.M., approximately 37 miles northeast of the city of Battle Mountain, Lander County, Nevada,

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on February 10, 1993. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

a. The permittee shall, prior to initiation of construction activities, have the dam's design and operating criteria finalized and approved by the state engineer. A copy of this shall be provided to the Corps of Engineers, Regulatory Section.

b. The permittee shall not place fill in wetlands at the Venturacci Ranch in the transferring of 3,000 acre feet of water into the Humboldt River drainage system.

c. The permittee shall undertake all mitigation measures that are contained in Part V of the "Rock Creek Dam and Reservoir Environmental Assessment," dated September 1987.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

() Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 203 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

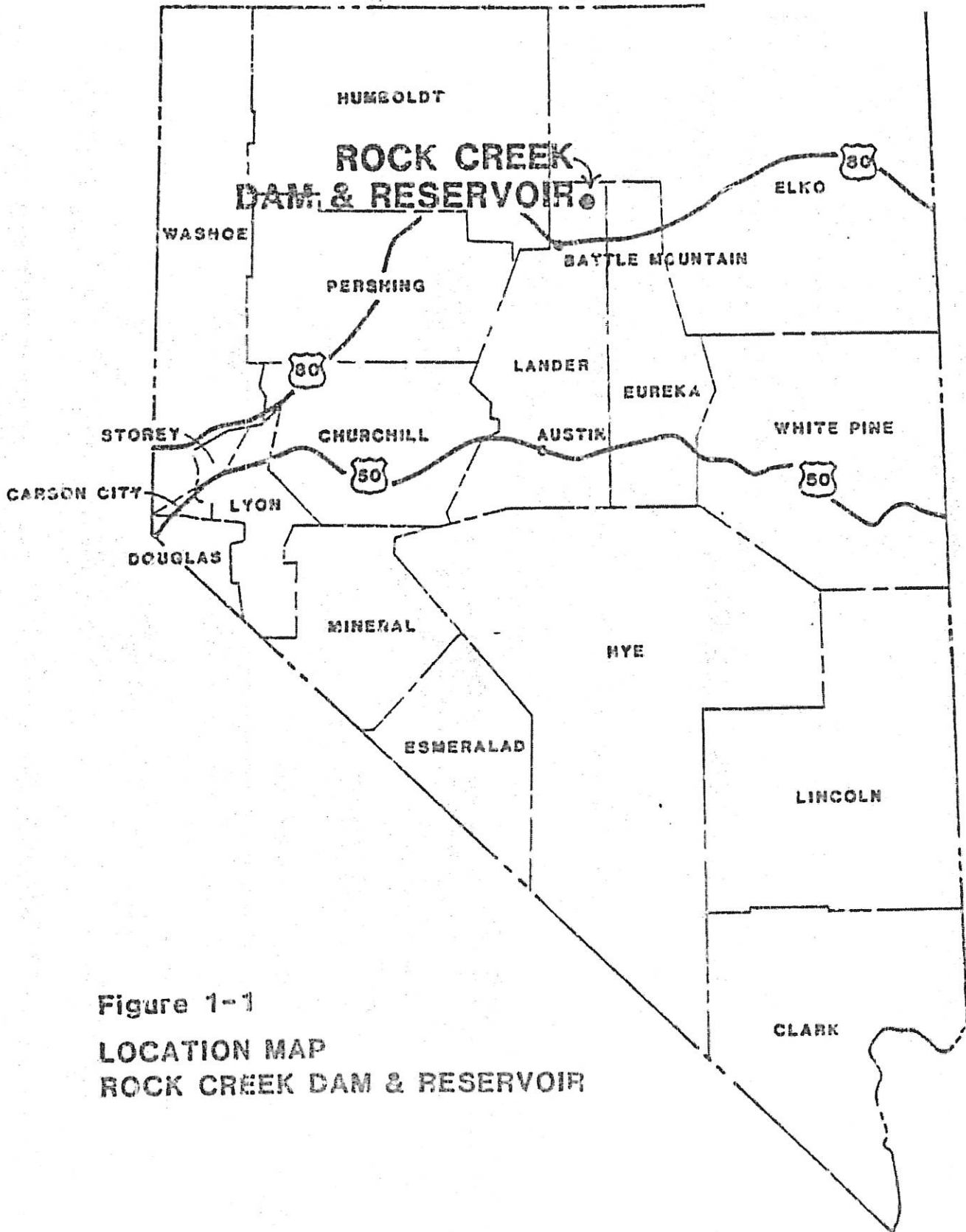


Figure 1-1
LOCATION MAP
ROCK CREEK DAM & RESERVOIR

NO. 9230A

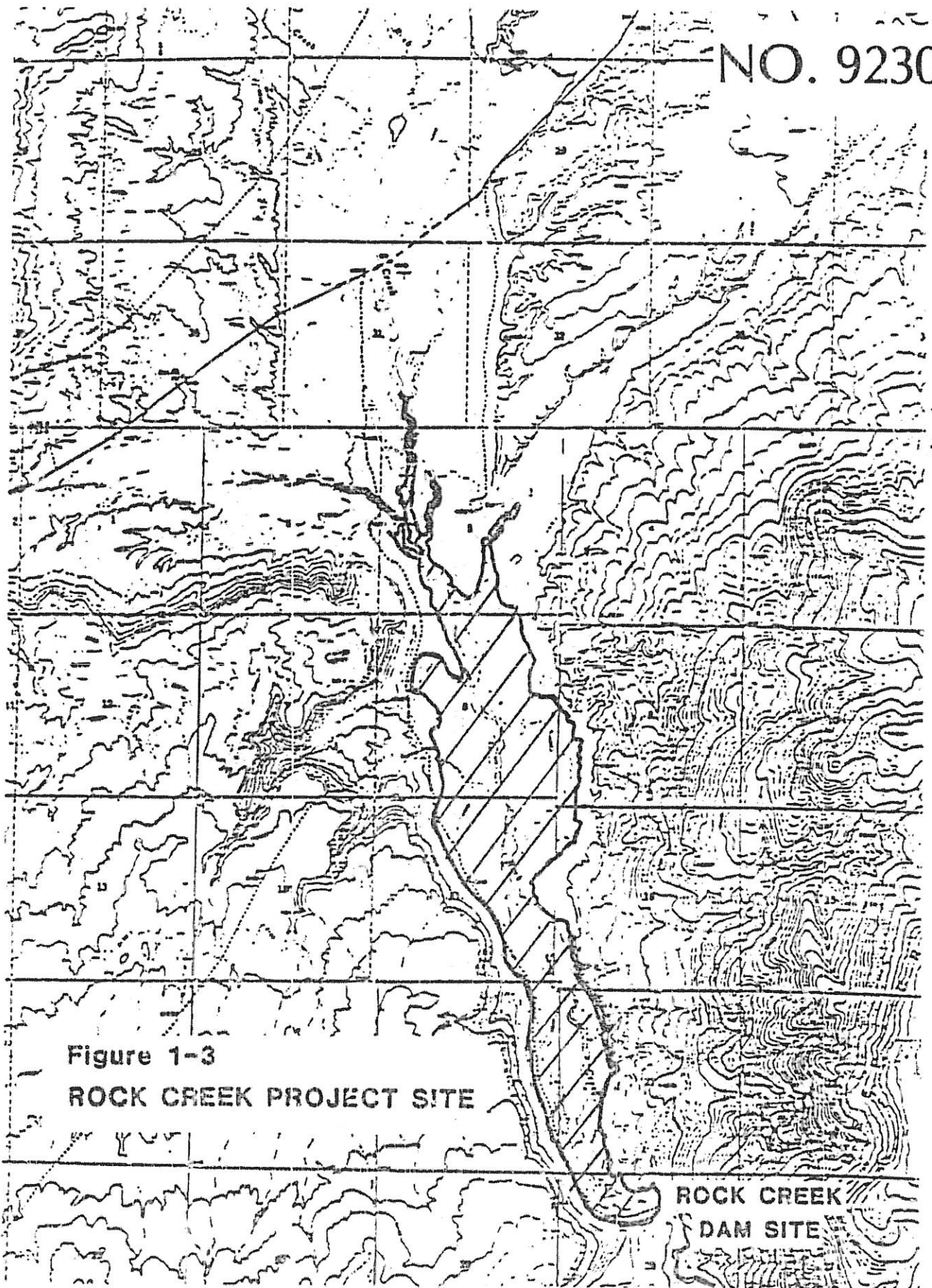


Figure 1-3
ROCK CREEK PROJECT SITE

ROCK CREEK
DAM SITE

307 307 551

NO. 9230A

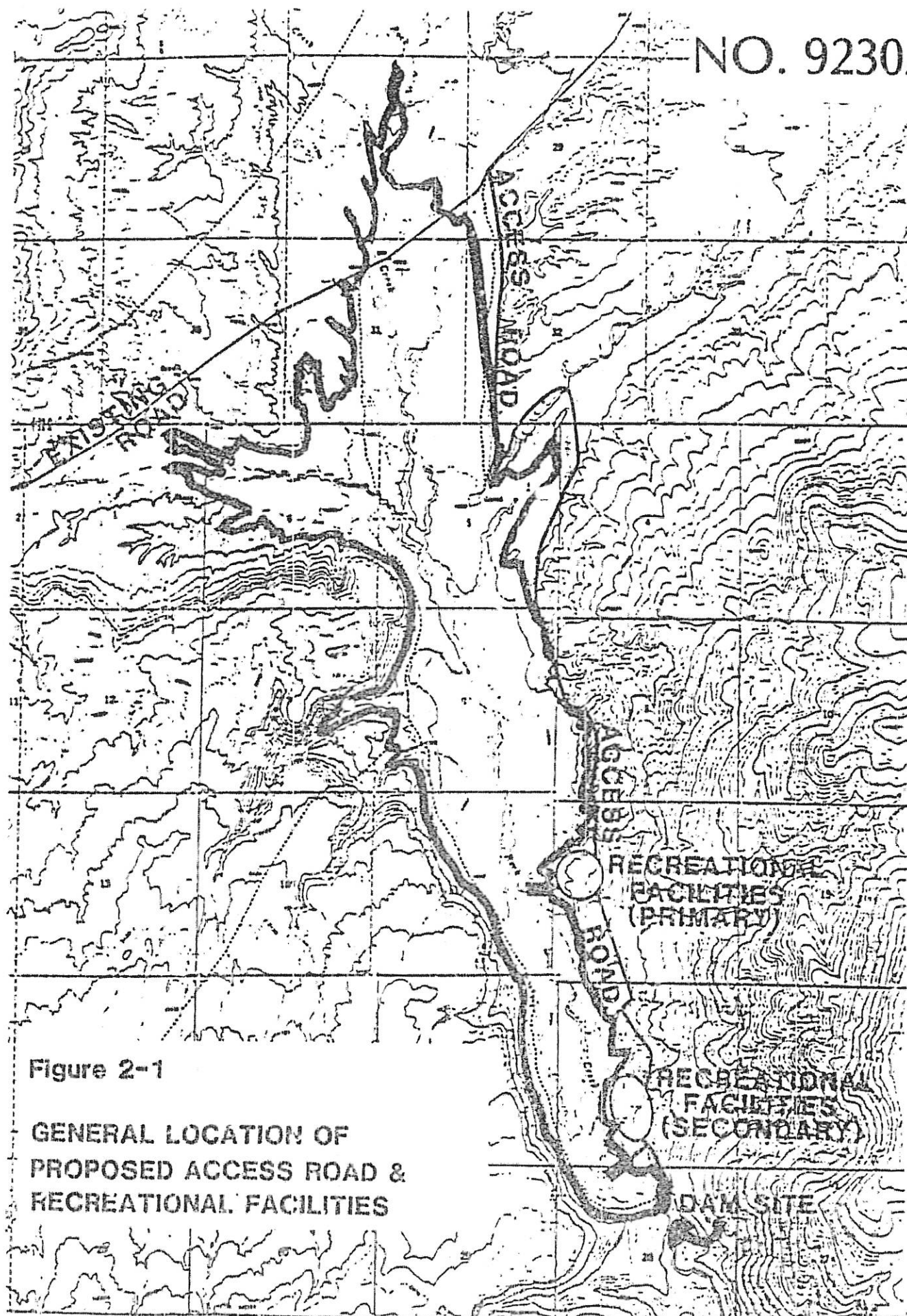
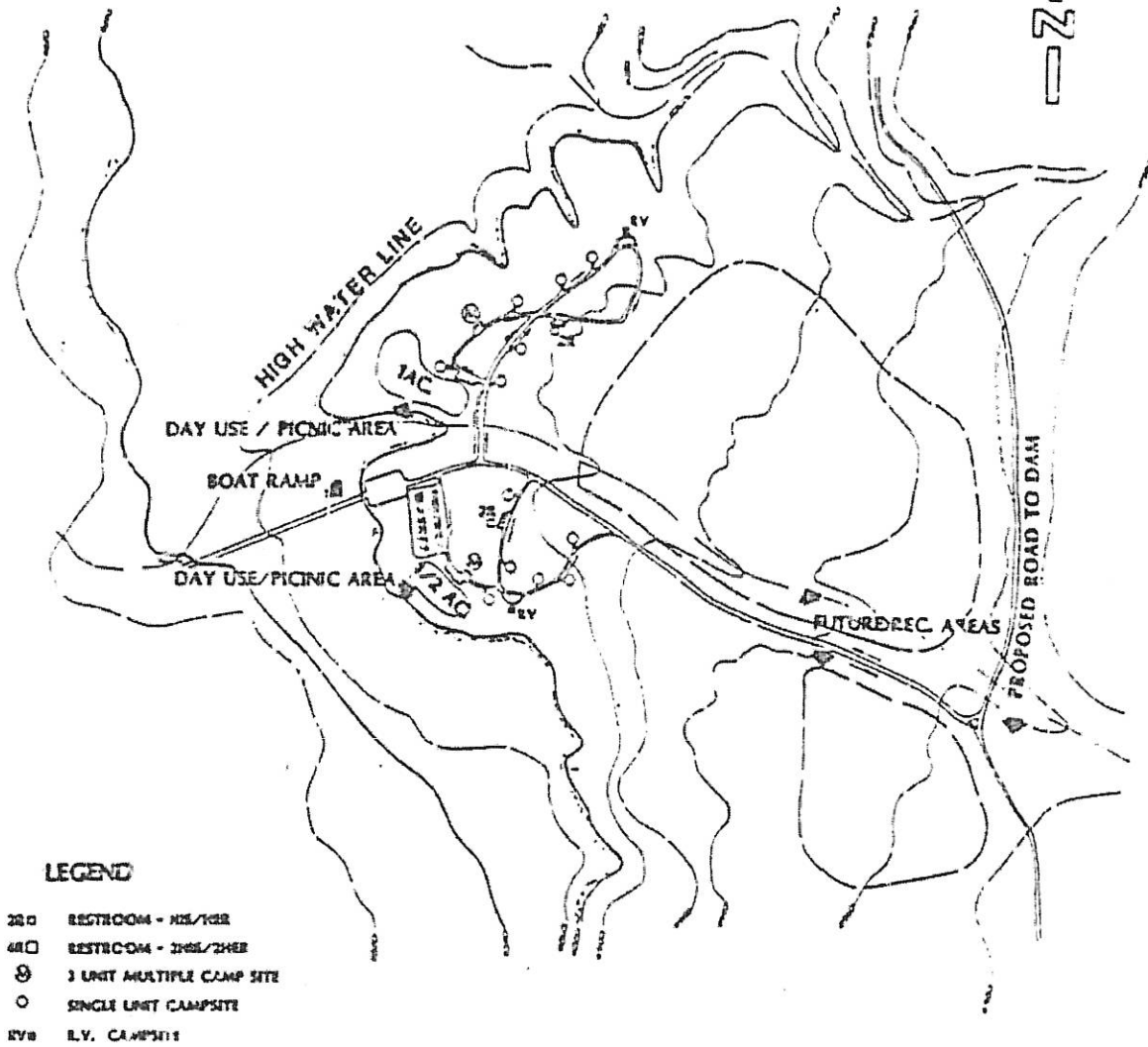


Figure 2-1

GENERAL LOCATION OF
PROPOSED ACCESS ROAD &
RECREATIONAL FACILITIES

NO. 9230A 307 3233A
 307 3233A
 307 3233A



LEGEND

- 250 RESTROOM - 125L/102R
- 400 RESTROOM - 200L/200R
- 3 UNIT MULTIPLE CAMP SITE
- SINGLE UNIT CAMPSITE
- RV CAMP

Figure 2-2

PRELIMINARY DESIGN

ROCK CREEK RESERVOIR RECREATION SITE

NO. 9230A

307 PAGE 554

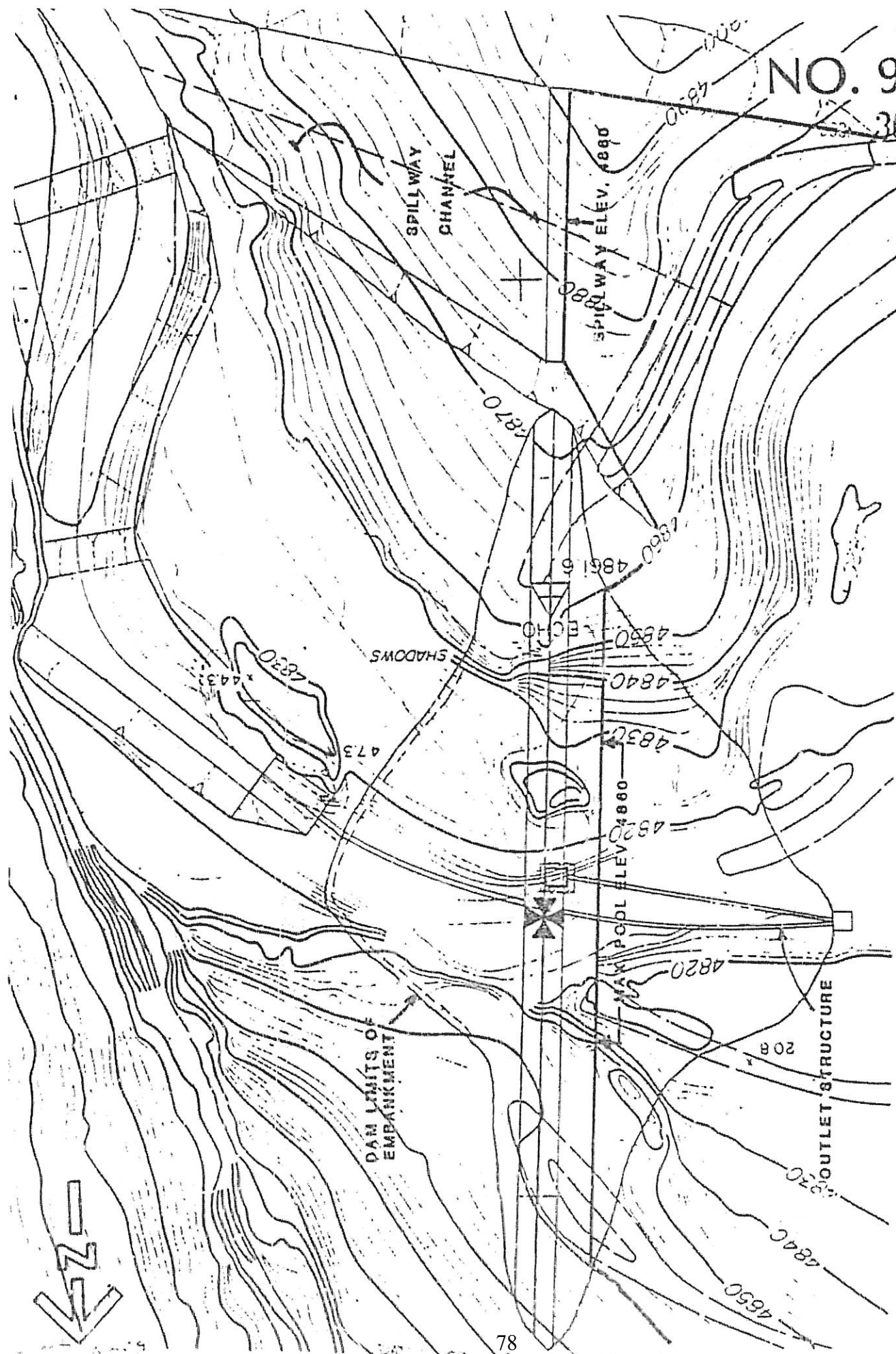
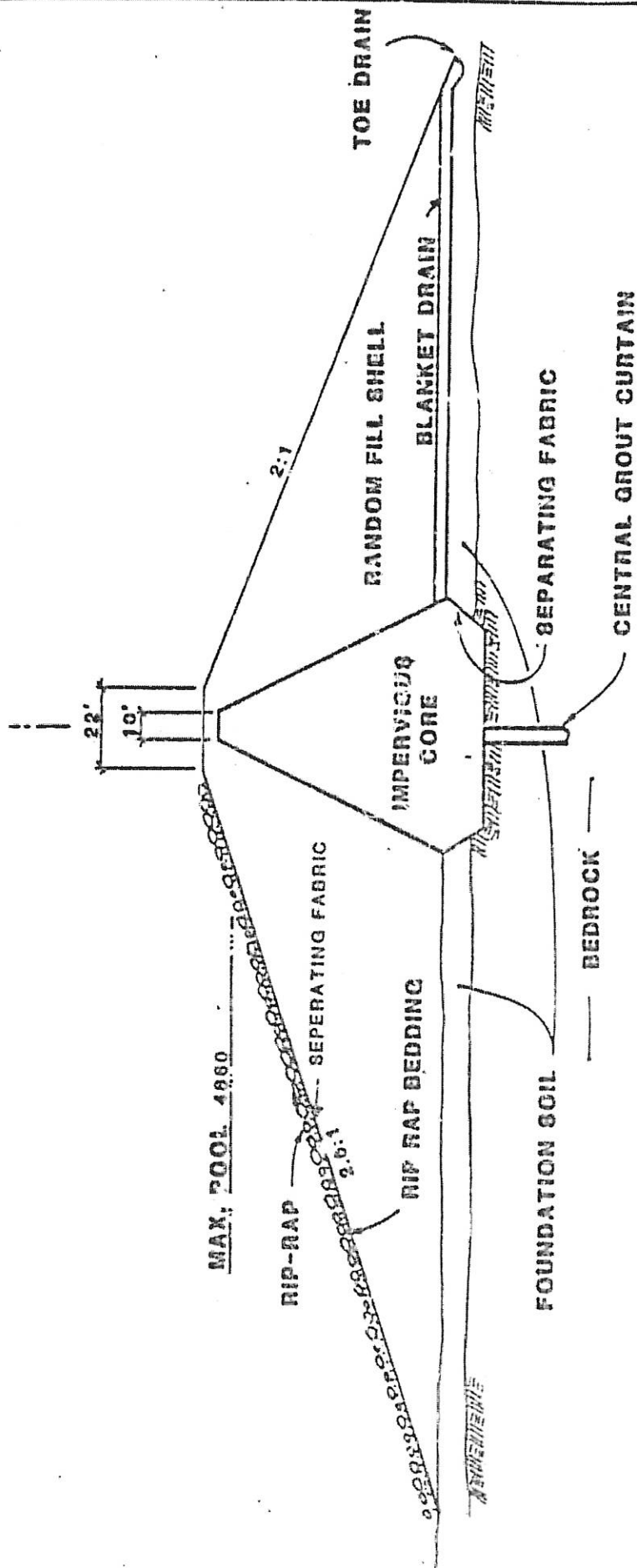


Figure 1-4
ROCK CREEK DAM & SPILLWAY PLAN



N.T.S.

Figure 1-5
TYPICAL SECTION
ROCK CREEK DAM

NO. 9230A

BOOK 307 PAGE 556

DATE: 09/10/07

SHEET 8 OF 9

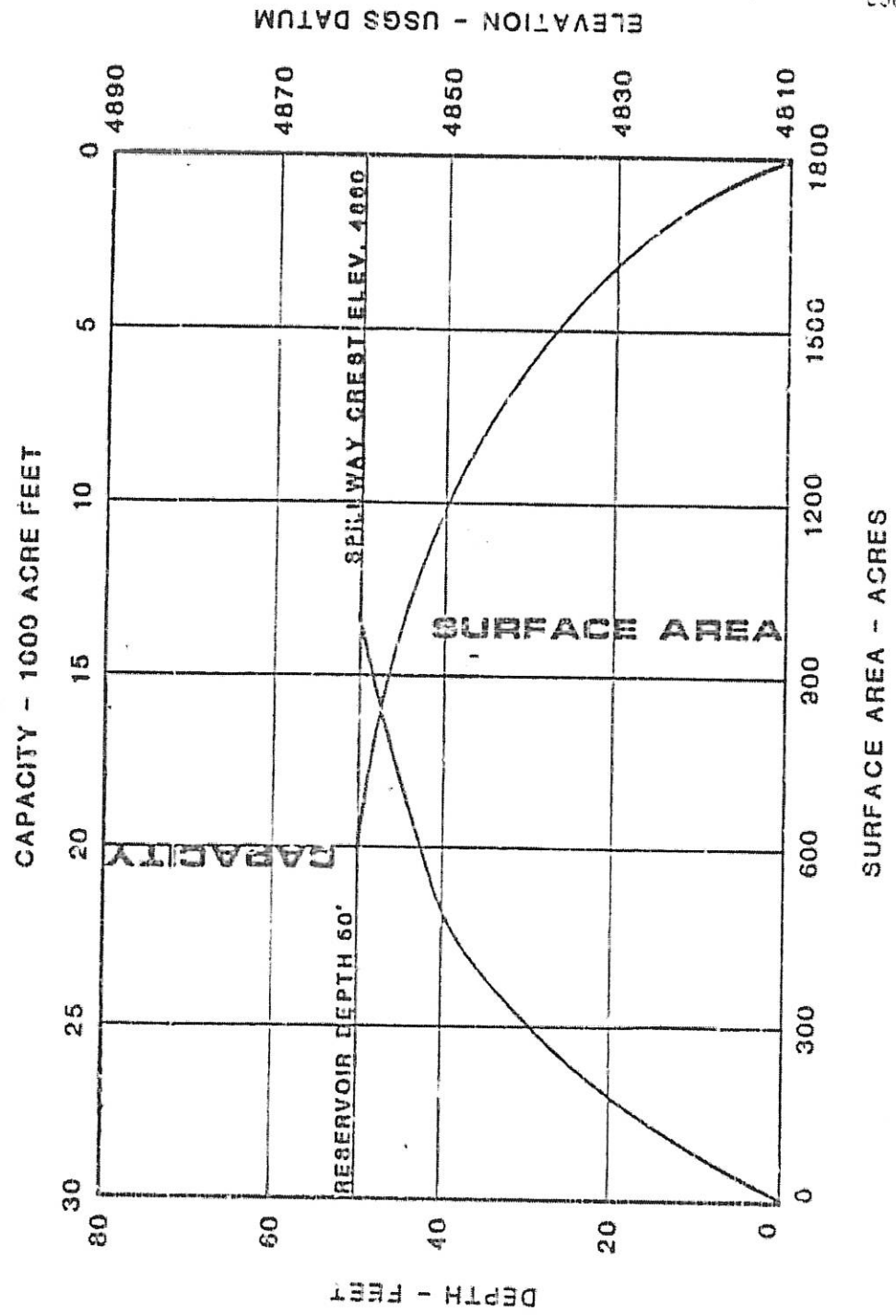
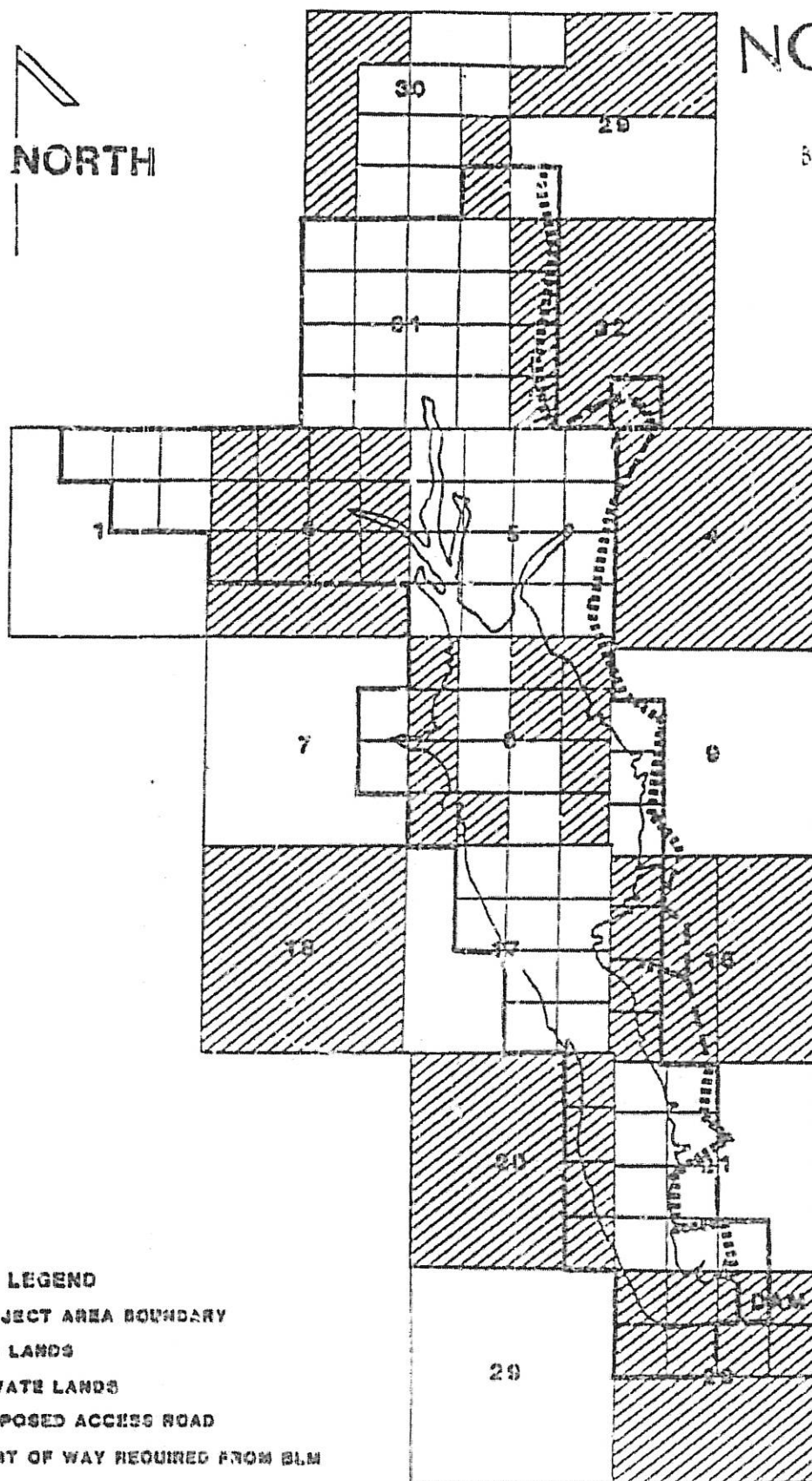







Figure 4-1
ROCK CREEK RESERVOIR AREA CAPACITY CURVE



LEGEND

-  PROJECT AREA BOUNDARY
-  BLM LANDS
-  PRIVATE LANDS
-  PROPOSED ACCESS ROAD
-  RIGHT OF WAY REQUIRED FROM BLM

SUPPLEMENT TO WATER RIGHTS DEED

COMES NOW on the 7th day of April, 1988, Edward C. Venturacci, Gloria Venturacci, Louis Venturacci, Leila Venturacci, doing business as Venturacci Ranches, a partnership, hereinafter referred to as "Grantor", and Lander County, a political subdivision of the State of Nevada, hereinafter referred to as "Grantee," and

R E C I T A L S :

1. By Water Rights Deed Dated the 29th day of December, 1986, recorded in the Official Records of Lander County on January 8, 1987, as Document No. 137257 at Book 279, Pages 586 through 589, inclusive, Grantor conveyed and transferred to Grantee 3,000 acre feet of water rights appurtenant to certain real property located in Lander County, State of Nevada, which is more fully described in said Water Rights Deed.
2. In order to more specifically describe the 3,000 acre feet of water which were conveyed by the Water Rights Deed of December 29, 1986, Grantor is executing this Supplement to Water Rights Deed.
3. The sole purpose of this Supplement to Water Rights Deed is to provide a more specific description of the 3,000 acre feet which were previously conveyed by the Water Rights

Deed of December 29, 1986.

Now, therefore, for consideration which was previously given, the Grantor hereby states and specifies that the 3,000 acre feet of water rights which were conveyed by that certain Water Rights Deed dated December 29, 1986, recorded as Document No. 137257 in the Official Records of Lander County, are more specifically described in Exhibit "A" hereto and made a part hereof by reference.

Except to more specifically describe the water rights conveyed by that Water Rights Deed of December 29, 1986, being Document No. 137257 in the Official Records of Lander County, this Supplement to Water Rights Deed shall have no other force and effect.

IN WITNESS WHEREOF, the said Grantor has here unto set its hand the day and year first above written.

Edward C. Venturacci
Edward C. Venturacci

Gloria Venturacci
Gloria Venturacci

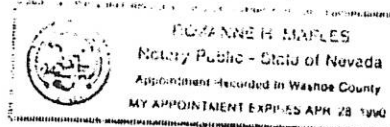
Louis Venturacci
Louis Venturacci

Leila Venturacci
Leila Venturacci

STATE OF NEVADA)
) ss.
 COUNTY OF Washoe)

On this 6th day of ^{April} ~~March~~, 1988, personally appeared before me, a Notary Public., EDWARD C. VENTURACCI, personally known to me to be the person who executed the above instrument, and acknowledged to me that she executed the same for the purposes therein stated.

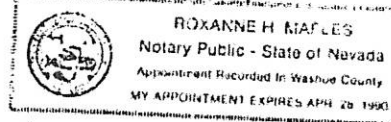
Edward C. Venturacci
 NOTARY PUBLIC



STATE OF NEVADA)
) ss.
 COUNTY OF Washoe)

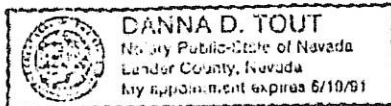
On this 6th day of ^{April} ~~March~~, 1988, personally appeared before me, a Notary Public, GLORIA VENTURACCI, personally known to me to be the person who executed the above instrument, and acknowledged to me that she executed the same for the purposes therein stated.

Gloria Venturacci
 NOTARY PUBLIC



STATE OF NEVADA)
) ss.
 COUNTY OF Lander)

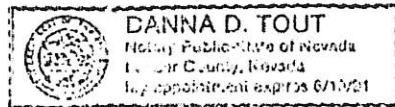
On this 7th day of ^{April} ~~March~~, 1988, personally appeared before me, a Notary Public, LOUIS VENTURACCI, personally known to me to be the person who executed the above instrument, and acknowledged to me that he executed the same for the purposes therein stated



Danna D. Tout
 NOTARY PUBLIC

STATE OF NEVADA)
) ss.
COUNTY OF *Lander*)

On this *ten* day of *April*, 1988, personally appeared before me, a Notary Public, LEILA VENTURACCI, personally known to me to be the person who executed the above instrument, and acknowledged to me that she executed the same for the purposes therein stated.



Danna D. Tout
NOTARY PUBLIC

	<u>PRIORITY</u>	<u>HARVEST</u>	<u>MEADOW PASTURE</u>	<u>DIVERSIFIED PASTURE</u>	<u>LOCATION</u> <u>Sec Tp R.</u>	<u>ACRE-FEET</u>
3	<u>Proof Number 00167</u>					
4	1863	36.00			NE $\frac{1}{4}$ NE $\frac{1}{4}$ 15 32 45	108.00
5		37.00		4.15	NW $\frac{1}{4}$ NE $\frac{1}{4}$ 15 32 45	3.11
6		11.05		3.00	SE $\frac{1}{4}$ NE $\frac{1}{4}$ 15 32 45	2.25
7		16.50			SW $\frac{1}{4}$ NE $\frac{1}{4}$ 15 32 45	33.15
8		37.50			NE $\frac{1}{4}$ NW $\frac{1}{4}$ 15 32 45	49.50
9		38.74		1.85	NW $\frac{1}{4}$ NW $\frac{1}{4}$ 15 32 45	112.50
10		21.73			SE $\frac{1}{4}$ NW $\frac{1}{4}$ 15 32 45	1.39
11		33.37			SW $\frac{1}{4}$ NW $\frac{1}{4}$ 15 32 45	116.22
12						65.19
13						100.11
14	TOTAL	231.89		9.00		702.42
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31	3/14/88					
32						

EXHIBIT "A"						
	PRIORITY	HARVEST	MEADOW PASTURE	DIVERSIFIED PASTURE	LOCATION Sec Tp R.	ACRE-FEET
	Proof Number 00164					
5	1871	1.84			NE1NW1 16 32 45	5.52
		.31			SW1SE1 9 32 45	.93
6				.30	NW1SE1 9 32 45	.23
		39.25			NE1NE1 8 32 45	117.75
7		39.45			SE1NE1 8 32 45	118.35
		14.45			NW1NE1 8 32 45	43.35
8		12.88			SW1NE1 8 32 45	38.64
		27.34			NE1SE1 8 32 45	82.02
9		7.16			SE1SE1 8 32 45	21.43
		.94			NE1NW1 9 32 45	2.82
10			2.81			4.22
				12.58		9.44
11		22.45			SE1NW1 9 32 45	67.35
				6.97		5.23
12		33.07			NW1NW1 9 32 45	99.21
			5.20			7.80
13				.94		.71
		39.63			SW1NW1 9 32 45	118.89
14		36.41			NE1SW1 9 32 45	109.23
				.75		.55
15		38.98			SE1SW1 9 32 45	116.94
		40.03			NW1SW1 9 32 45	120.09
16		31.90			SW1SW1 9 32 45	95.70
		1.98			NW1SE1 9 32 45	5.94
17		5.85			SW1NE1 8 32 45	17.55
		23.12			NW1SE1 8 32 45	69.35
18	TOTAL	417.04	8.01	21.54		1279.31
	Proof Number 00165					
20	1883	5.50			NE1SE1 9 32 45	16.50
21		38.86			SE1SE1 9 32 45	116.58
		25.90			NW1SE1 9 32 45	77.70
22		38.75			SW1SE1 9 32 45	116.25
		39.35			NE1NE1 16 32 45	118.05
23		34.56			SE1NE1 16 32 45	103.68
		37.06			NW1NE1 16 32 45	111.18
24		28.19			SW1NE1 16 32 45	84.57
		36.27			NE1NW1 16 32 45	108.81
25		16.08			SE1NW1 16 32 45	48.24
		13.59			NW1NW1 16 32 45	40.77
26	1874	6.53			SW1NW1 16 32 45	19.59
		3.26			SW1NW1 16 32 45	9.78
27		13.33				39.99
			4.40		SE1NW1 16 32 45	6.60
28	TOTAL	337.23	4.40			1018.29

150962

- 1 -

CLERK OF RECORDS
LAWSON COUNTY, MISSISSIPPI
RECORDED BY
Landis County Clerk
JAN 10 1911

RECORDED
INDEXED
JAN 10 1911

CORRECTION TO
SUPPLEMENT TO WATER RIGHTS DEED

COMES NOW on the 15th day of May, 1989 Edward C. Venturacci, Gloria Venturacci, Louis Venturacci, Leila Venturacci, doing business as Venturacci Ranches, a partnership, hereinafter referred to as "Grantor", and Lander County, a political subdivision of the State of Nevada, hereinafter referred to as "Grantee", and

R E C I T A L S:

WHEREAS, a document entitled Supplement to Water Rights Deed dated April 7, 1988, entered into between Edward C. Venturacci, Gloria Venturacci, Louis Venturacci, Leila Venturacci, doing business as Venturacci Ranches, a partnership, "Grantor" and Lander County, a political subdivision of the State of Nevada, "Grantee", was recorded as Document No. 150962 at Book 309, Pages 109-114 on April 8, 1988, in the Official Records of the Lander County Recorder.

WHEREAS, there was an error in said Supplement to Water Rights Deed in the description attached thereto as Exhibit "A".

NOW, THEREFORE, said Supplement to Water Rights Deed is hereby corrected and this Correction to Supplement to Water

Rights Deed is executed and recorded for the purpose of setting forth the true and correct description as are set forth hereto.

1. By Water Rights Deed dated the 29th day of December, 1986, recorded in the Official Records of Lander County on January 8, 1987, as Document No. 137257 at Book 279, Pages 586 through 589, inclusive, Grantor conveyed and transferred to Grantee 3,000 acre feet of water rights appurtenant to certain real property located in Lander County, State of Nevada, which is more fully described in said Water Rights Deed.

2. In order to more specifically describe the 3,000 acre feet of water which were conveyed by the Water Rights Deed of December 29, 1986, Grantor executed a Supplement to Water Rights Deed.

3. The sole purpose of the Supplement to Water Rights Deed was to provide a more specific description of the 3,000 acre feet which were previously conveyed by the Water Rights Deed of December 29, 1986.

Now, therefore, for consideration which was previously given, the Grantor hereby states and specifies that the 3,000 acre feet of water rights which were conveyed by that certain Water Rights Deed dated December 29, 1986, recorded as Document No. 137257 in the Official Records of Lander County, and that certain Supplement to Water Rights Deed recorded as Document No. 150962 at Book 309, Page 109 on October 28, 1988, in the Official Records of Lander County are more specifically described in Exhibit "A" hereto and made a part hereof by reference.

Except to more specifically describe the water rights conveyed by that Water Rights Deed of December 29, 1986, being Document No. 137257 in the Official Records of Lander County, and that Supplement to Water Rights Deed being Document No. 150962 in the Official Records of Lander County, this Correction to Supplement to Water Rights Deed shall have no other force and effect.

IN WITNESS WHEREOF, the said Grantor has here unto set its hand the day and year first above written.

Edward C. Venturacci
Edward C. Venturacci

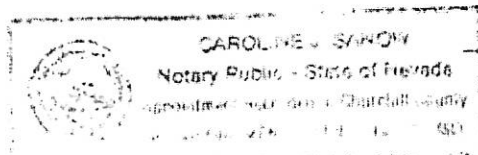
Gloria Venturacci
Gloria Venturacci

Louis Venturacci
Louis Venturacci

Leila Venturacci
Leila Venturacci

STATE OF NEVADA)
COUNTY OF Clark) ss.

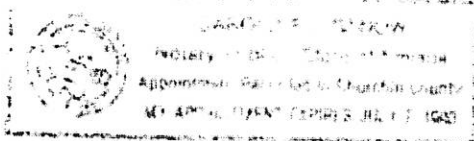
On this 15th day of May, 1989, personally appeared before me, a Notary Public., EDUARD C. VENTURACCI, personally known to me to be the person who executed the above instrument, and acknowledged to me that she executed the same for the purposes therein stated.



Carol Ann Snow
NOTARY PUBLIC

STATE OF NEVADA)
) SS.
COUNTY OF Clark)

On this 16th day of May, 1989, personally appeared before me, a Notary Public, GLORIA VENTURACCI, personally known to me to be the person who executed the above instrument, and acknowledged to me that she executed the same for the purposes therein stated.



Gloria Venturacci
NOTARY PUBLIC

STATE OF NEVADA)
) SS.
COUNTY OF Clark)

On this 15th day of May, 1989, personally appeared before me, a Notary Public, LOUIS VENTURACCI, personally known to me to be the person who executed the above instrument, and acknowledged to me that he executed the same for the purposes therein stated.



Louis Venturacci
NOTARY PUBLIC

STATE OF NEVADA)
) SS.
COUNTY OF Clark)

On this 15th day of May, 1989, personally appeared before me, a Notary Public, LEILA VENTURACCI, personally known to me to be the person who executed the above instrument, and acknowledged to me that she executed the same for the purposes therein stated.



Leila Venturacci
NOTARY PUBLIC

160059

Kander County District Attorney

SP

RESOLUTION

Of the Board of Lander County Commissioners Concerning Rock Creek Project

WHEREAS, the voters of Lander County, a political subdivision of the State of Nevada, have approved financing for the construction of a recreational reservoir on Rock Creek in Lander County, a tributary to the Humboldt River, and

WHEREAS, the Board of Lander County Commissioners has engaged engineers to plan and design the proposed dam and reservoir, and such design work now is complete, and

WHEREAS, Lander County has a valid permit from the U.S. Army Corps of Engineers authorizing construction of the proposed dam, and

WHEREAS, the Nevada State Engineer, the legal entity having jurisdiction over the waters of Rock Creek and the Humboldt River, has approved an Operating Plan for the proposed reservoir which provides and requires that the reservoir will be operated in conformity with Nevada statute law, and

WHEREAS, the proposed Rock Creek Dam project conforms to all applicable laws and regulations of the United States, and

WHEREAS, construction of the proposed reservoir would provide a sorely needed water recreation facility for residents of and visitors to Lander County, and

WHEREAS, further progress on the project requires completion of an archaeological study at the damsite to identify any items of archaeological significance and to determine any forms of mitigation which may be necessary to minimize possible adverse effects on the region's cultural heritage, and

WHEREAS, the Bureau of Land Management of the Department of the Interior is the entity charged by federal law with supervising such activities, and is empowered by law to authorize Lander County to conduct the required archaeological studies,

NOW, THEREFORE, BE IT RESOLVED BY THE Board of County Commissioners of Lander County, Nevada, that the Bureau of Land Management of the Department of the Interior is requested and urged to forthwith authorize Lander County to proceed with the archaeological studies which must be completed before the Rock Creek Dam construction can commence.

DATED this 5th day of November, 1992.

BOARD OF LANDER COUNTY COMMISSIONERS

By

Gloria Derby
Gloria Derby, Chairman

Attest:

Judy E. Negro
Judy Negro, Lander County Clerk

BK387PG471

181390

CLERK OF SUPERIOR COURT
LAND & MINES
RECORD ROOM 511 E
Hande County Clerk
9210V-9 PM 3:52

KATE M. PAGO
RECORDER

FEE 0 DEP. SP

**A RESOLUTION TO AUTHORIZE THE PLACING OF AN ADVISORY
QUESTION ON THE NOVEMBER 5, 1996, GENERAL ELECTION
BALLOT TO WIT: SHOULD THE BOARD OF LANDER COUNTY
COMMISSIONERS CONTINUE EFFORTS TO DEVELOP THE ROCK
CREEK RESERVOIR?**

Lander County Resolution No. 96-16

WHEREAS, the County of Lander is a political subdivision of the State of Nevada, and is authorized to ask the advice of the registered voters on any question that it has under consideration pursuant to NRS 293.482; and

WHEREAS, the Board of Lander County Commissioners believe that at the next general election it is important to submit to the electors in the County the following question to advise the Commissioners with respect to the matters addressed therein.

NOW THEREFORE, BE IT RESOLVED by the Board of Lander County Commissioners as follows:

1. An advisory election is hereby called in the County of Lander on the 5th day of November, 1996 at which election there shall be submitted to the electors of the County the question hereinafter set forth in substantially similar form. Said election shall be conducted in accordance with the provisions of Chapter 293 of the Nevada Revised Statutes.

2. Following adoption of this resolution, the County Clerk shall cause notice of the election to be published in a newspaper printed in and having general circulation in the County of Lander in accordance with the laws of the State of Nevada. Said notice shall contain the following advisory question, together with the explanation thereof and the arguments for and against:

Continued Development of Rock Creek Reservoir

QUESTION: Should the Board of Lander County Commissioners continue efforts to develop the Rock Creek Reservoir?

EXPLANATION: In 1984, Lander County voters approved a \$2 million bond issue to develop the Rock Creek Reservoir to provide boating, swimming, and fishing recreational opportunities to residents and visitors to the County. Since 1984, the County has acquired needed water rights; has completed engineering designs; has initiated site acquisition activities; and has initiated environmental studies necessary to obtain federal permits to allow construction and operation of the reservoir. As of July 8, 1996, \$1,187,814.52 of the original bond issue have been spent by the County on these pre-

construction activities. As of July 8, 1996, the County's Rock Creek Reservoir bond issue account had a current balance of \$1,256,014.87.

ARGUMENT IN FAVOR OF CONTINUING WORK TO DEVELOP THE ROCK CREEK RESERVOIR: When approved by the voters in 1984, the Rock Creek reservoir was envisioned as meeting a need for water-based recreation and stimulating local tourism. With consistent growth in the County, the need for local water-based recreation has increased dramatically. Once developed, the Rock Creek Reservoir will provide residents and visitors to Lander County with needed recreation opportunities.

ARGUMENT AGAINST CONTINUING WORK TO DEVELOP THE ROCK CREEK RESERVOIR: On-going environmental studies have identified archeological resources in the vicinity of the proposed Rock Creek reservoir. While not necessarily significant enough to prevent the project from attaining federal approval, the presence of these artifacts has engendered concern of certain Native American Indian groups about the construction of the reservoir. The opposition to the project expressed by certain Native American Indian groups has heightened uncertainty about the cost and timeframe within which construction of the dam and reservoir can be completed. Suspension of work to develop the Rock Creek dam and reservoir would abate conflicts between Lander County and certain Native American Indian groups and prevent further expenditures of public monies on the project. Costs for completing the Rock Creek project will exceed currently available bond monies and will require additional funding to complete.

3. The result of voting on the foregoing question does not place any legal requirement on the Board of Lander County Commissioners or any officer of the County.

PASSED AND ADOPTED this 15th day of July, 1996.

THOSE VOTING AYE:

Commissioner ESTES

Commissioner FOUTS

Commissioner LAMTAUX

THOSE VOTING NAY:

Commissioner None

THOSE ABSENT:

Commissioner None

Heather Smith Estes
HEATHER SMITH ESTES, CHAIR
BOARD OF LANDER COUNTY COMMISSIONERS

ATTEST:

Carrie Hulse, Deputy
LANDER COUNTY CLERK

199101

3

OFFICIAL RECORDS
LANDER CO. NEV
RECORD REQUESTED BY
Lander County Clerk
96 JUL 24 AM 9:13

RAYE K. FAGG
RECORDER

FEE 0 DEP SP

**HOWARTH and ASSOCIATES**

February 28, 1997

Via Fax: 702/635-5532 and Mail

Duane Gasaway (702/635-2885)
Lander County Manager
315 South Humboldt Street
Battle Mountain, NV 89820

RE: 1987 Rock Creek Bonds

Dear Duane:

We appreciate the opportunity to be of service to Lander County. We propose a fee ranging from \$1,500 to \$5,000 based upon our time costs for assistance with the retirement/defeasance of the 1987 Rock Creek Bonds. If the transaction becomes more complicated, or travel time to attend meetings is higher than expected, we reserve the right to negotiate a higher fee cap. As our work proceeds, we will keep you advised as to our progress. Our fee does not include out-of-pocket expenses.

Our services include, but are not necessarily limited to:

- preparation and distribution of a financing schedule
- recommendations regarding methods to call/defease bonds
- financial model preparation (sources and uses of funds)
- assistance with selection of escrow bank
- assistance with CPA escrow verification process
- assistance with selection of escrow treasury security providers
- escrow cashflow modeling
- coordination of all document preparation with bond counsel
- attendance, when requested, at meetings of both Staff and the Board
- coordination of all closing details

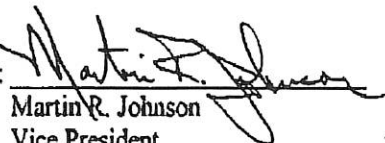
Our services consist solely of providing expert and experienced financial assistance. Howarth and Associates does not render any legal, accounting or actuarial service.

Our fee is payable after the successful completion of this transaction. We consider our work successful when the transaction proceeds as smoothly and effortlessly as possible for you. If the transaction is abandoned or postponed, we will expect to be paid for our time costs and reimbursed for any out-of-pocket expenses we have incurred.

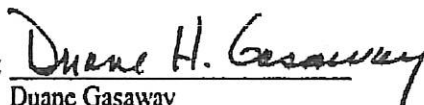
If the terms of this letter are acceptable, please have this letter signed by the appropriate official and return a copy to me. Please feel free to call if you have any questions about the services we will perform.

Respectfully,

HOWARTH AND ASSOCIATES

by: 
Martin R. Johnson
Vice President

LANDER COUNTY

by: 
Duane Gasaway
Lander County Manager

MRJ/bd
cc: Paul R. Howarth
Echo Blickenstaff
1004-6000 Frank, utk

202265

OFFICIAL RECORDS
LANDER CO. NEV
RECORD REQUESTED BY
Lander County Clerk
97 MAR 11 PM 3:04

RAYE K. FAGG
RECORDER

FEE 0 DEP. M

LANDER COUNTY COMMISSIONERS MEETING
4/12/2018

Agenda Item Number __2__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding a letter requesting the BLM to loan Indian Artifacts to Lander County that were found in the area of Rock Creek Dam Project for display to the public, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
4/12/2018

Agenda Item Number __3__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove a letter of support to be submitted with a grant application to secure funding for the buying and planting of 30 trees in the historic Austin, Nevada Cemetery, and authorize the chair to sign, and all other matters properly related thereto.

Public Comment:

Background: **attached**

Recommended Action:

AGENDA REQUEST FORM (WITH PROPOSED GRANT APPL.)



COMMISSIONER MEETING DATE: April 12, 2018

NAME Lisa Taylor REPRESENTING: UNCE-Lander County Cooperative Extension

ADDRESS: 815 N. 2ND Street, Battle Mountain, NV 89820

PHONE (H): _____ (W): 775-635-5565 (FAX): 775-635-8309

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: Work

WHO Will BE ATTENDING THE MEETING: Commissioner Patsy Waits and select Austin Cemetery Tree Committee Members

JOB TITLE: Commissioner, Extension Educator, Austin, Nevada Volunteers and Concerned Citizens

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Thursday, April 12, 2018

BACKGROUND INFORMATION: Austin, Nevada Urban and Community Forestry Program Funding sponsored by the Nevada Division of Forestry.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? Approval of letter of support to be submitted with a grant application to secure funding for the buying and planting of 30 trees in the historic Austin, Nevada Cemetery.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST: YES In-kind NO

AMOUNT: Please refer to the grant application.

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

WHEN? Lander County Commissioners approved a similar request in 2003.

HAS THIS ISSUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT HEADS – YES XX NO
Bert Ramos on 3/1/2018

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

IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES XX 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? If required, would be appreciated.

YES NO

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

Lisa Taylor

DATE 3/20/2018

BOARD MEETS THE 2ND AND 4TH THURSDAY OF EACH MONTH

COMMISSION FAX (775) 635 5332

**Lisa Ortega, Program Manager
Urban Forestry Program
Nevada Division of Forestry
4747 W. Vegas Drive
Las Vegas, NV 89108**

Dear Ms. Ortega:

We, the Lander County Commissioners, support the goals and objectives related to the Greater Austin Cemetery Tree Project. Your granting of the requested funds could provide the purchase, planting, and caging of up to 30 Nevada adapted trees in the historic Austin Cemetery that would significantly contribute to the aesthetic, social, environmental, and historical nature of this important community attribute.

Please contact us should you need anything further to confirm our support of this worthwhile project.

Best regards,

**Commissioner Doug Mills
Chairperson, Lander County Commissioners**

2017/18 Urban and Community Forestry

I. GRANT APPLICATION SUMMARY (page 1 of 2)

Nevada Division of Forestry
Urban Forestry Program, Nevada Division of Forestry 4747 W. Vegas Drive, Las Vegas, NV 89108.
*Use this 2 page Application Summary for the cover page to your proposal. Please type or print legibly.
Submit 1 original copy.*

I. ADMINISTRATIVE INFORMATION

a. Applicant organization/agency University of Nevada Reno

Mailing address Board of Regents, NSHE, obo University of Nevada, Reno; Office of Sponsored Projects
1664 North Virginia Street; 204 Ross Hall/Mail Stop 325 City Reno Zip 89557-0325

Administrator name and title: Charlene Hart, Assistant Vice President, Research Administration

Telephone: 775-784-4040 FAX: 775-784-6680 email (optional): ospadmin@unr.edu

Tax ID Number: 88- 6000024 b) Grant funds would be payable to University of Nevada Reno

Does your organization have a Nevada State Vendor Number? Yes_ Provide if known: D35000816

b. Project coordinator name/title Lisa K. Taylor Email (opt.) taylorl@unce.unr.edu

Address/phone if different from above 815 N 2nd Street, Battle Mountain, NV Telephone 775-635-5565 (o)

c. Fiscal officer name and phone number Charlene Hart, Assistant Vice President, Research Administration, 775-784-4040

II. PROJECT SUMMARY

a) Title Austin Cemetery Tree Project

b) Purpose Educate Austin area students, citizens, and volunteers about trees, how to select, plant, and raise them for the high desert growing and soil conditions at the Austin cemetery and what contributions they make aesthetically, socially, environmentally, and historically. This will be done through an Arbor Day/Earth Day celebration, and planting ceremony the week of April 22 through 27, 2018.

c) Approximate date(s) of project activity (ies) The week of Earth Day (April 22) through Arbor Day (April 27)

d) # trees to be planted 30 e) # shrubs to be planted N/A f) Estimated # of volunteers – 35 throughout project

III. PROJECT LOCATION

a) County Lander County

b) Location: Street # and name: Tree planting and Earth and Arbor Day Events including school education event and a ceremony are planned to be held at the Austin Cemetery and at the Austin, Nevada School City Austin, Nevada

IV. BUDGET SUMMARY

a) U&CF grant funding being requested \$ \$ 2,967

b) Applicant's grant match (must be equal to, or exceed the funding request) \$ \$ 3,318

c) Total Cost of Project, a) + b) \$ \$ 6,285

2017/18 U&CF Grant Package Application Summary– Page 7

(Grant Application Summary, page 2 of 2)

V. CULTURAL RESOURCES INFORMATION required only for tree planting proposals, attach extra sheets as needed.

- a) Have any environmental assessments, or archaeological or cultural resource surveys or inventories been completed for this site? **Yes – Veteran Grave Locations** If yes, please attach one (1) copy with your grant proposal.
- b) Is this project in a developed setting, existing park or existing landscape, or is it at a site that has previous disturbance from, for example, agriculture, construction, school grounds or roads? **In a developed site.** If yes, describe what is currently on the site or what site preparation activities are completed: **A variety of trees used to live in the Austin, Nevada cemetery. Over the past five years, more than 25 mature trees died due to disease and drought conditions.**
- c) If this site is on undeveloped land or on land that has not been disturbed by any recent man-made activities, describe the following (attach extra sheets if needed)
- 1) historic or pre-historic artifacts found at the site: **Tombstones and select fences and adornments surround some graves while others are not marked except for a stone buried in the ground.**
 - 2) history of this site. **Tourists from all over the world visit this cemetery.**

VI. TERMS AND CONDITIONS

Whereas, It is understood and agreed upon by the undersigned that:

1. PROPOSED CHANGES TO THIS PROJECT as approved, shall require pre-approval for budget category changes greater than 10% of the grant award and major changes to the scope of the project such as project location, design and tree species selection. Pre-approval may be requested in writing by the applicant to the Nevada Division of Forestry-Urban Forestry Coordinator, and, upon notification of approval by NDF, shall be deemed incorporated into and become part of this agreement.
2. Funds that are granted as a result of this request are to be expended for the purposes set forth herein and in accordance with all State and Federal regulations and restrictions.
3. The undersigned shall comply with Title VI of the Civil Rights Act of 1964. (P.L. 88-352) and all requirements imposed by or pursuant to that law.
4. If any historic or pre-historic artifacts are found at the project site, work will be stopped and NDF will be notified.
5. The undersigned HEREBY ASSURES THAT if approved, shall take measures necessary to execute this agreement.

VII. Name & Title of Authorized Official (Type or Print) Karen Smith, Manager, Pre-Award

VIII. Signature _____ **Date** _____

A complete grant submission includes:

_____ 1 copy of your proposal (original signature on the 2 page Application Summary sheet. Keep copies for yourself and your project coordinator.

_____ 1 (8 1/2 by 11 inch) copy of the area of your tree planting project from a Topographic Map. Mark the project site with an arrow if applicable.

Email to: Lisa Ortega: lortega@forestry.nv.gov

All applications must include as the cover to the proposal, the Application Summary, pages 7 & 8 of this grant package, signed by an authorizing official. Proposals must be in the following format.

- I. **Purpose, objectives and needs.** In a few concise sentences or bulleted statements, describe or explain:
- A. The background of the project, project site, community and/or applicant group.
The historic Austin cemetery has been in use since 1863. It is currently listed on the National Register for Historic Places.
- B. The purpose of this proposal. What activity do you propose, (e.g. tree inventory), where is the project located (e.g. community, and name of park), who owns the property, and who is the intended audience?
Over the past five years, more than 25 mature trees died due to disease and drought related conditions. This loss has caused the erosion of soil and unplanted areas along both sides of Highway 50, which runs along five cemetery sections. The purpose of this project is to make the Austin Cemetery more aesthetically, socially, environmentally, and historically significant to both external and internal publics.
- C. The needs and objective(s).
- 1) State why this project is needed – what are the issues or problems this project addresses and why it is important to the community.
Over the past five years, more than 25 mature trees died due to disease and drought conditions. This loss has caused the erosion of soil and bare areas along both sides of Highway 50 which runs along five cemetery sections.
- 2) What do you hope to accomplish? List the desired outcomes, results or benefits of this project.
Through the planting of the trees and hosting a related ceremony targeted for Arbor Day/Earth Day the week of April 22 through 27, 2018, the Austin Cemetery Tree Committee plans to educate Austin area students, citizens, and volunteers about trees, how to select, plant, and raise them for the high desert growing and soil conditions at the Austin Cemetery with special emphasis on what contributions they make aesthetically, socially, environmentally, and historically.
- III. **Work plan/Project activities.** In a few concise sentences, bulleted statements, or lists, describe:
- A. Administration. Who will oversee the project and the paperwork - what agency, department or group? Provide the contact information on the Application Summary sheet.
While the local project coordinator will be Lisa K. Taylor, Lander County Extension Educator, the project will be administered by Board of Regents, NSHE, obo University of Nevada, Reno; Office of Sponsored Projects, 1664 North Virginia Street; 204 Ross Hall/Mail Stop 325 City Reno Zip 89557-0325
- B. Partners. Names of other agencies, organizations, groups, and volunteers that are helping you on this project, and for each, describe how they will be involved. **Austin Cemetery Tree Project, Austin Chamber of Commerce, Lander County Cooperative Extension Staff, Lander County Government, Austin Boy Scout Troop, St. Augustine's Cultural Center.**
- C. Describe combined major activities (scope of work) and include a schedule or timetable for planning and activities.
- 1) **Checking and preparation of tree planting locations for trees in Austin Cemetery including irrigation lines by Lander County Government team**
 - 2) **Planning and preparation of Arbor Day/Earth Day Celebrations including educational tree programs for youth and adult audiences**
 - 3) **Selection of individual trees for planting at nurseries such as the Washoe State Tree Nursery and Canyon Nursery depending on availability**
 - 4) **Promotion and marketing of Arbor Day/Earth Day Celebrations**
 - 5) **Hosting of Arbor Day/Earth Day Celebration**
 - 6) **Planting of trees by volunteers**
 - 7) **Setting up of irrigation systems to water newly planted trees**
 - 8) **Building and erection of tree cages by Inmates from the Carlin Conservation Camp (crew of inmates led by Gary Reese, Elko Resource Management Officer)**
 - 9) **Adapting of irrigation systems once trees become established**
 - 10) **Evaluation of project activities and tree planting success**
 - 11) **Examination of evaluation data and planning of next steps to carry on project goals**

- D. Complete **Section 1** if you are submitting an urban forestry planning, educational or outreach proposal.
Complete the following **Section 2** if you are submitting a tree-planting proposal.

Section 1) required for urban forestry management planning, education or outreach projects:

- a. Provide the name(s) and credentials of program presenters – School and adult programs will be sponsored and provided by Meagan Carter with the Nevada Division of Forestry Range Management Specialist officed in Austin and by the University of Nevada Reno Lander County Extension Educator Lisa K. Taylor, Ph.D.
- b. Contractors – Carlin Prison Inmate Employment Program;
- c. Group or person(s) developing the proposed management plan – Austin Cemetery Tree Project Committee; Lander County Public Works led by Director Bert Ramos
- d. Education/outreach materials –
**Celebrate Arbor Day Educational Packet found at <https://www.arborday.org/celebrate/celebration-materials.cfm>
**Northern Nevada Tree Planting Fact Sheets including the *Trees for Conservation Guide* (http://forestry.nv.gov/wp-content/uploads/2015/09/trees_for_conv_scr_000.pdf)
**Tree Owners Manual (<http://www.treesaregood.org/treeowner/treeownersmanual>) and *Selected Native Trees of Northern Nevada: Are They Right for the Home Landscape?* (<https://www.unce.unr.edu/publications/files/ho/2006/sp0604.pdf>)
- e. Performing the inventory – Austin Cemetery Tree Committee Volunteers

Three originals of any deliverables (e.g. videos, booklets, pamphlets, community plans or designs) are required with your final grant report. The cost for these may be included in your funding request.

Section 2) required for tree-planting projects:

- a) List for each **plant species**: quantity, common name and variety (plus scientific name if known), size (container size, caliper or height), estimated cost by species/size, and total plant costs.

As per discussion with Gary Reese, Resource Management Officer for the Elko Office of the Nevada Division of Forestry, the following are being targeted for planting in the Austin Cemetery

- a. 5 Honey Locust – *Gleditsia tricanthos inermis* (5 gal. – 6 ft. size) - \$14/each (\$ 70)
 - b. 5 Amur Maple – *Acer ginnala* (5 gal. – 6 ft. size) - \$14/each (\$ 70)
 - c. 5 Crabapple – *Malus baccata* (5 gal. – 6 ft. size) - \$14/each (\$ 70)
 - d. 10 Austrian Pine – *Pinus nigra* (5 gal. – 6 ft. size) - \$14/each (\$140)
 - e. 10 Jeffrey Pine – *Pinus jeffreyi* (5 gal. – 6 ft. size) - \$14/each (\$140)
- b) Include a **site plan** that illustrates plant species locations, spacing between plants, and the location and distance from existing plants, hardscape, overhead power lines, buildings or other features pertinent to planting site. The plan may be hand-drawn and does not need to be drawn to scale. (See Drawing 1)
 - c) **Irrigation system**: Include a description and drawing of the irrigation system. (See Drawing 1)
 - d) **Maintenance**. Describe actions you will take to ensure the project is maintained properly for the required three years. Provide the name, position and telephone number of the person(s) or agency responsible for maintenance of the project. If your grant request is approved, this person shall assume responsibility for maintenance by signing a form similar to the *NDF Maintenance Specifications Attachment A*. on page 9.

After planting, mulching, and caging newly planted trees, Lander County government workers will have a contract with the Austin Cemetery that is included in with the park and other county properties including management of the watering and basic care of the trees. The Austin Cemetery Committee will provide oversight of the trees and will help to ensure their sustenance throughout the coming years. The Director of the Lander County Government Workers is Bert Ramos, Director of Public Works – 775-635-2728

Scope of Work

Month 1 Examination and expansion of existing water irrigation system to tree planting locations, if required

Month 2 Planting, mulching, and caging of trees

Month 3-12 Overseeing and adapting watering of trees depending on weather conditions

IV. Estimated budget: Use the following budget format to detail how grant funds will be spent and how the grant will be matched.

BUDGET FORMAT

FUNDS REQUESTED. Itemize grant funds requested using the categories listed below as applies.		
A. Costs related to education, outreach, community planning, tree assessments, registrations, and travel. Education Materials - \$40 Travel-select/pick up trees - .535/mile @780 miles – Washoe County Tree Nursery – 417.30		A 458
B. Costs related to tree planting, tree health, irrigation, and demonstration projects. \$2,240 Include outreach, signage and brochure costs related to the planting project. Vehicle Rental - \$300 25 6 ft. trees - \$490 Soil Amendments - \$100 Caging Materials - \$20/25 trees - \$500 Carlin Conservation Camp Inmate labor led by Mr. Reese to plant and cage trees - \$850		B 2240
C. Administrative/overhead costs. (Maximum allowed: 12% of Subtotal B.)		C 269
<i>Total Grant Funds Requested</i>	\$	2967
APPLICANT NON-FEDERAL MATCH		
A. In-kind services and contributions (labor, administrative services, equipment use, supplies, materials) Equipment use – 10/\$40 - \$400 Irrigation expansion and alignment for new tree irrigation – 10 hours/\$40/hr - \$400 Soil preparation and hole preparation – 14 hours/\$40/hr - \$560		
B. Volunteer match (valued at \$23.56/hour trained/skilled labor, \$8.25 to \$12/hour under 15 yrs of age). Tree planting activities by volunteers – 4 hours/\$23.07/hr. x 16 adult volunteers - \$1478 Cemetery pickup and soil preparation by Austin Cub Scouts and 4-H Club Members – 4 hours/\$12/hr./8 members = \$480		A 1,360 B. 1,958 C. 00
C. Cash match		
<i>Total Applicant Match (must equal or exceed grant funds requested)</i>		
TOTAL PROJECT COST	\$	3,318

V. Follow-up and Evaluation. Describe how you will evaluate or measure the success of your project or if you met the needs and objectives you outlined in Format Section II.C? Also, describe any follow-up activities and potential for continuation of the project.

A multi-faceted plan will be implemented to evaluate the impact and measure the effectiveness of this forestry project. The evaluation will be delivered using an online program such as Survey Monkey or Qualtrics as well as a paper/pencil version for those not wishing to use computers. Data will be collected from the youth participants, the volunteers, the program partners, and the program partners. Responses to open ended questions will be examined as a qualitative aspect of the evaluation activities. A report will be generated and distributed to a variety of audiences with priority given to grantor organizations.

The Austin Cemetery Tree Committee will evaluate the outcomes of the evaluation and develop a plan for tree related care and maintenance and education activities to be provided in future years in February of 2019.

VI. Letter(s) of support or commitment. Submit 1-5 letters of support. Letters may have signatures from more than one group or person. Complete Section C. only if it applies to your project.

A) Your volunteer(s) or volunteer group(s). A minimum of one letter is required from this category.
Austin Chamber of Commerce, St. Augustine's Cultural Center

B) From public officials, partners, cooperating agencies or community groups (e.g. Mayor, City/County Managers, Commissioners, Parks Commission or Department, Public Works, local Tree or Beautification Board, School Board, Chamber of Commerce, the business community, Cooperative Extension, local Conservation District, U.S. Forest Service, or the person(s) or agency responsible for maintenance).
Commissioner Patsy Waits, American Legion John F. Hiskey Post #45

C) If applies: Proposals for tree planting or renovation projects on public property that is **not** owned by the applicant must include letter(s) of authorization/approval (e.g. School Board, NDOT, city or county) that specifically grants permission for the project and clearly defines maintenance responsibilities.

VII. Optional attachments. These might include, but are not limited to; additional budget details, photos, additional information on project site, coordinators or volunteers, or additional maps or site plans.



AMERICAN LEGION
JOHN F. HISKEY POST #45
P.O. BOX 285
AUSTIN, NEVADA 89310
775 455 5590

02/02/2018

Attn: Lisa Ortega
Nevada Division of Forestry

RE: Letter of support for grant funding.

To whom it may concern:

This letter of support is submitted to support a grant request from The Greater Austin Chamber of Commerce to plant more trees and extend the water system to accommodate the new planting.

Due to the drought for the last several years the native pinion pine and cedar trees in the Austin cemetery have suffered and many have been lost and had to be removed.

Through a previous grant a water hook up to the Cemetery with a limited number of yard hydrants were installed along with several new trees. The initial part of the improvement has worked well and the new trees are doing well. The new plan is to expand the water service and plant several new trees in planned locations

American Legion Post 45 is the care taker of over 125 veteran's graves throughout the cemetery dating back to the civil war period. In the past many of these graves were in the shadow of the native pines that are now gone. It would be great to see shade back in the cemetery.

Sincerely,


Dennis G. Lowe, Commander
American Legion Post #45



The Austin Chamber of Commerce
PO Box 212
Austin NV 89310
775-964-2200
www.austinnevada.com
Chamber@austinnevada.com

Lisa Ortega, Program Manager
Nevada Division of Forestry
Urban Forestry Program
4747 W. Vegas Dr.
Las Vegas, NV 89108

February 5, 2018

Dear Ms. Ortega,

The Austin Chamber of Commerce is in full support of the proposed Tree Grant to add to, and to replace trees down at the Austin Cemetery.

The proposed project scope of work will greatly add to the historic Cemetery and the view shed to one of the gateways to Austin. The Austin Cemetery is listed on the National Historical Register, and is the Gateway to our community on the Highway 50/305 (the west) end of Austin.

In the past years we have lost more of our older, mature pinion pines. This leaves several open areas in the cemetery. The north side of the cemetery has very few trees, mostly just lilac shrubs and wild yellow roses. This will replace the lost trees and jazz up the north side also.

The Austin Chamber of Commerce fully supports this projects proposed scope of work and is greatly appreciative of the funding stream from the Urban Forestry program to support such projects.

Thank you for your consideration.

Sincerely,

Charles Vaughn, President
775.964.2200
chamber@austinnevada.com

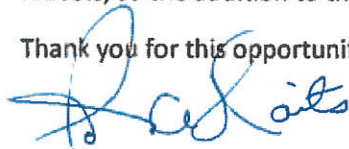
February 01, 2018

Lisa Ortega
Nevada Division of Forestry

I wish to add my support for the Austin Cemetery Tree project that Nevada Cooperative Extension Office in Lander County has brought before the Chamber of Commerce and Citizens of Southern Lander County.

Our unique Austin Cemetery is currently listed on the National Historical Register and draws tourists from all over the world. Over the past few years we have lost so many of our beautiful mature shade trees that it has become a community priority to replace this loss. It is truly exciting to partner with the Forestry Division to accomplish this goal. We have a current irrigation system in place with frost free faucets, so the addition to the water system will not be too expensive to handle.

Thank you for this opportunity, we look forward to working with you.



Patsy A Waits
Lander County Commissioner. District #3
122 Main Street P. O. Box 10
Austin, Nevada 89310



St. Augustine's Cultural Center
Historic Austin, Nevada

Ms. Lisa Ortega
Nevada Division of Forestry
lortega@forestry.nv.gov

Dear Ms. Ortega:

St. Augustine's Cultural Center is supportive of the goals of Greater Austin Chamber of Commerce and the University of Nevada's Cooperative Extension in Lander County to reestablish up to 30 trees in the historic Austin, Nevada Cemetery and to provide tree-focused educational programs for area school children, families, residents, and visitors during Spring 2018. We plan to be partners in these educational efforts that are targeted to be held the weeks surrounding Arbor Day and Earth Day celebrations.

Through our involvement, Austin's historic St. Augustine's Cultural Center has been identified as one location for the programs. In addition, we are involved in the recruitment of speakers and volunteers to provide the educational programs.

This camp will:

- Enrich the lives of students and their teachers, numerous project volunteers, and celebration attendees estimated to reach 50+ residents;
- Enhance the livability of the greater Austin area because of the educational opportunities and aesthetic, environmental, and social impacts of the tree related activities;
- Stimulate economic revitalization of this area of state through the media promotion, photographs and stories contributed due to these endeavors.
- Contribute to the tourism economy in the Austin area, particularly in the summer months when the five Austin Cemeteries are heavily visited by tourists.

Please consider the attached request for funding in securing trees and related programs that could be provided. We know it will be successful, and plan to be involved in this type of environmental education program that could encourage similar community-based programs to be offered for Austin citizens and residents in the next several years.

Jan Morrison, Chairman

LANDER COUNTY COMMISSIONERS MEETING
4/12/2018

Agenda Item Number __4__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove Proclamation 2018-03 declaring Sunday, April 8 through Saturday, April 14, 2018, National Crime Victims' Rights Week, and all other matters properly related thereto.

Public Comment:

Background: **Proclamation attached.**

Recommended Action:

LANDER COUNTY PROCLAMATION 2018-03
IN SUPPORT OF
Crimes Victims' Rights Week

To designate the week of Sunday, April 8, through Saturday, April 14, 2018 as Crimes Victims' Rights Week.

WHEREAS, it is the privilege and pleasure of the Lander County Commission to recognize efforts and organizations that benefit our community; and

WHEREAS, Lander County joins with local law enforcement, local and state victims' advocacy groups, assistance organizations and efforts including Marsy's Law for Nevada, and the Office for Victims of Crime in the U.S. Department of Justice, to call for support for victims of crimes; and

WHEREAS, more than 95,000 instances of violent crimes or property crimes were reported by law enforcement in a recent year (per the Nevada Uniform Crime Report of 2016); and

WHEREAS, in Nevada a violent crime occurred every 26 minutes and 32 second, a property crime occurred every 4 minutes 38 seconds during a recent year according to the UCR of 2016; and

WHEREAS, Crime Victims' Rights Week serves to recognize the needs of crime victims and the importance of securing their voice and rights, which Marsy's Law for Nevada Strives to accomplish; and

WHEREAS, this sentiment is embodied in this year's national theme, "Expand the Circle, Reach All Victims"; and

WHEREAS, we believe victims of crime should always be treated with fairness and respect throughout the criminal justice process, protected from the defendant, reasonably heard at public proceedings regarding their case, and given a voice through the process of their case, as proposed in Marsy's Law for Nevada; and

NOW THEREFORE, We the Board of Lander County Commissioners DO HEREBY DECLARE Sunday, April 8, through Saturday, April 14, 2018, National Crime Victims' Rights Week, and do join representatives from local law enforcement, advocacy and assistance agencies statewide, and Marsy's Law for Nevada victims' rights effort, seeking to provide assistance and a stronger voice for Nevadans who have been a victim of crime.

Passed, Approved and Adopted this **12th** day of **April** 2018, by **<insert Name>** of Lander County.

Attest:

2018

draft PROCLAMATION TEXT for Crime Victims' Rights Week

From Marsy's Law for Nevada on behalf of advocacy agencies across Nevada

CreativeVisionLV@yahoo.com Kim Schofield / Deborah Clayton contacts.

Proposed bullet points:

WHEREAS, it is the privilege and pleasure of this Council/Commission to recognize efforts and organizations that benefit our community; and

WHEREAS, this jurisdiction joins with local law enforcement, local and state victims' advocacy groups, assistance organizations and efforts including Marsy's Law for Nevada, and the Office for Victims of Crime in the U.S. Department of Justice, to call for support for victims of crimes; and

WHEREAS, more than 95,000 instances of violent crimes or property crimes were reported by law enforcement in a recent year (per the Nevada Uniform Crime Report of 2016); and

WHEREAS, in Nevada a violent crime occurred every 26 minutes and 32 second, a property crime occurred every 4 minutes 38 seconds during a recent year according to the UCR of 2016; and

WHEREAS, Crime Victims' Rights Week serves to recognize the needs of crime victims and the importance of securing their voice and rights, which Marsy's Law for Nevada strives to accomplish; and

WHEREAS, this sentiment is embodied in this year's national theme, "Expand the Circle, Reach All Victims:" and

WHEREAS, we believe victims of crime should always be treated with fairness and respect throughout the criminal justice process, protected from the defendant, reasonably heard at public proceedings regarding their case, and given a voice through the process of their case, as proposed in Marsy's Law for Nevada; and

NOW, THEREFORE, WE do hereby declare Sunday, April 8, through Saturday, April 14, 2018,

National Crime Victims' Rights Week

and do join representatives from local law enforcement, advocacy and assistance agencies statewide, and Marsy's Law for Nevada victims' rights effort, seeking to provide assistance and a stronger voice for Nevadans who have been a victim of crime.



Join us today to support violent crime victims and help make sure they have a voice. The Nevada Constitution does not contain a comprehensive list of rights for victims of crime. Marsy's Law for Nevada advocates believe victims or surviving innocent relatives deserve equal rights and consideration under the law. This constitutional amendment will help create a statewide protocol in Nevada and help victims traverse a complex criminal justice system, keep them well informed, and ensure they have a voice. In November, voters will have the opportunity to express their support at the ballot box by voting **YES on Question 1.**

Marsy's Law for NV Rights to Protect Crime Victims

- **Right** to receive information about their rights, and the services available to crime victims.
- **Right** to be treated with fairness and respect throughout the criminal justice process.
- **Right** to be protected from the defendant.
- **Right** to notice of all public proceedings in the case.
- **Right** to be reasonably heard, upon request, at all public proceedings regarding the case.
- **Right** to reasonably confer with prosecuting agency, upon request, regarding the case.
- **Right** to full and timely restitution.

Legislative Overview

Victims of crime in Nevada deserve a protected voice. We are proud to say the 2015 and 2017 Nevada Legislative sessions saw the introduction and passage of Senate Joint Resolution (SJR 17)/Marsy's Law for Nevada. Because it is a constitutional amendment Marsy's Law must now be approved by voters in November 2018 as a ballot question. The measure has strong support among lawmakers, as well as civic leaders, law enforcement, advocacy groups, victims, and citizens statewide.

More...

NV.MarsysLaw.us

Paid for by Marsy's Law for Nevada LLC



Marsy's Law for NV Frequently Asked Questions

Q: Will allowing input from crime victims interfere with the prosecution?

A: Marsy's Law provides a voice in the process it does not alter the role or activities of the prosecution.

Q: Will Marsy's Law make victims a party to the criminal case?

A: Marsy's Law does not allow a victim to be a party in the criminal case. The victims' role in the criminal case is not altered.

Q: Does Marsy's Law infringe on the rights of the accused?

A: Marsy's Law does not affect the rights of the accused. Marsy's Law simply provides victims with the right of notification and the opportunity to be heard.

Q: What is the Cost of Marsy's Law?

A: The costs have proven to be very nominal in states that have passed Marsy's Law. Moreover, cost should not be a motivation when determining Nevada's interest in protecting victims.

Q: Will Marsy's Law cause an excessive number of court filings?

A: Data from states that have passed Marsy's reveal this is not the case.

Q: What crimes will be covered under Marsy's Law?

A: Victims have rights to be heard as well as notification for all public proceedings in all courts, if they choose.

Unite today with advocates, civic leaders, lawmakers, law enforcement agencies, citizens and victims as we send our message to ensure a Constitutionally guaranteed voice and EQUAL RIGHTS FOR CRIME VICTIMS.

#VictimsRightsNV

Support Equal Rights for Victims

- SIGN our Endorsement Letter and send it back to us so we can recognize your organization/business with social media and at events
- LIKE us on our Marsy's Law for Nevada FACEBOOK Page
- SHARE your support with friends on your Facebook page
- TWEET it out
- READ ABOUT IT & visit nv.marsyslaw.us for details on efforts underway

NV.MarsysLaw.us

Paid for by Marsy's Law for Nevada LLC



Endorsement Form

I, _____, (First and Last Name or Name of Organization) will join Marsy's Law for Nevada in voting YES on Question 1 in November, because I believe we must ensure that victims of crime are given equal rights to those of the accused and convicted in the Nevada Constitution.

Signature

Date

Title/Organization: _____

Email: _____

[] (Check Box For Individual) Pursuant to my endorsement of Marsy's Law for Nevada, I hereby grant permission to Marsy's Law for Nevada to use my name and likeness in press releases, advertisements, emails, web pages, solicitations, news articles, and other similar correspondence and public communications relating to the Marsy's Law for Nevada campaign.

[] (Check Box For Organization) Pursuant to my endorsement of Marsy's Law for Nevada, I hereby grant permission to Marsy's Law for Nevada to use our name and likeness in press releases, advertisements, emails, web pages, solicitations, news articles, and other similar correspondence and public communications relating to the Marsy's Law for Nevada campaign

Please Sign and Return form to: Nevada@marsyslaw.us



GO PURPLE for Crime Victims' Rights Week

Nevada, April 8-14, 2018

More than 95,000 cases of "Index Crimes" including murder, rape, robbery, property crimes, and more, were investigated across Nevada according to the most recent FBI Uniform Crime Report of 2016. Just like the suspects in criminal cases, we believe the victims of crime in Nevada deserve guaranteed rights when going through the judicial process. That is the goal of Marsy's Law for Nevada. **Marsy's Law for Nevada** seeks to even the scales of justice for Nevada victims with passage of a ballot Question 1 which will be voted on this Fall.

Also recognizing victims is **National Crime Victims' Rights Week, April 8-14** in 2018, as designated by the US Department of Justice, and Office of Victims of Crime. The week serves to remember the victims of crime across America, and the need for respect and consideration through the judicial process.

To remember crime victims, we are uniting with advocacy and assistance organizations statewide to ask civic entities to provide **proclamations of recognition**, and we ask all supporters to **GO PURPLE** during **National Crime Victims' Rights Week, April 8-14th in 2018**. This color of remembrance, strength, and hope will be used to recognize crime victims, and show a unified level of support.

Show Your Support in Purple

We ask businesses and organizations to consider **Going Purple** with your exterior lights, on marquee signs, in water features, or allow employees to wear purple and show their support for Crime Victims' Rights Week.

Post Your Support on Social Media

Individuals and businesses can show their support by wearing **Purple**, or print out the **"Marsy's Law Support Sign"** which will be on our [Facebook Page](#). Take a photo with your smartphone, post it on Social Media using the tagline **#VictimsRightsNV**, and post your photo on the **Marsy's Law for Nevada** Facebook page.

More...

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2018 – CRIME VICTIMS RIGHTS WEEK

PAGE 2

Question 1/Marsy's Law for Nevada Would Help Guarantee Victims Receive:

- The Right to receive information about their rights, and the services available to crime victims.
- Right to be treated with fairness and respect throughout the criminal justice process.
- Right to be protected from the defendant.
- Right to notice of all public proceedings in the case.
- Right to be reasonably heard, upon request, at all public proceedings regarding the case.
- Right to reasonably confer with the prosecuting agency, upon request, regarding the case.
- Right to full and timely restitution.

As we await the final vote this Fall on Question 1, we stop and remember the innocent victims this measure is fighting for.

GO PURPLE for Crime Victims' Rights Week April 8-14th

History of Marsy's Law

The effort is named after Marsalee "Marsy" Nicholas who was murdered by her ex-boyfriend in California in 1983. A week later he was released pending his court proceedings and went face to face with the victim's family, who had no idea he was out of jail. Today her brother, Dr. Henry T. Nicholas is working to secure a voice and protection for victims' and their families, nationwide. Similar Marsy's Law measures have already passed in California, Illinois, North Dakota, South Dakota, Montana and Ohio.

Marsy's Law Media Contacts

Deborah Clayton & Kim Schofield
CreativeVisionLV@yahoo.com

NV.MarsysLaw.US Facebook & Twitter
#VictimsRightsNV & #YESon1NV

Paid for by Marsy's Law for Nevada LLC

LANDER COUNTY COMMISSIONERS MEETING
4/12/2018

Agenda Item Number __5__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding an update from LP Insurance for the group insurance rates for FY 2018-2019, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
4/12/2018

Agenda Item Number __6__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to appoint individuals to fill one vacancy on the Lander County Advisory Board to Manage Wildlife, a Category II board, to complete a term ending June 30, 2019, and to consider the following:

a) Colt Spealman;

And all other matters properly related thereto.

Public Comment:

Background: Letter of interest attached.

Recommended Action: Approval of Colt Nelson as a member of the Lander County Advisory Board to Manage Wildlife, term expiring June 30, 2019.

LANDER COUNTY
ADMINISTRATION

2018 FEB 29 AM 7:49

Dear Lander County Commissioners,

My name is Colt Spealman. I am applying for a seat on the Lander County Board of Wildlife Commissioners. I am an avid Nevada Sportsman. I have hunted, fished and trapped this county for many years. I would greatly appreciate and enjoy representing the community of Lander County and the wildlife of area 15 unit structure.

Thank you for your time and consideration,



Colt Spealman

155 N 2nd st

Battle Mountain, NV 89820

You may contact me at (775) 455-7705

email address is cjspealman@gmail.com

LANDER COUNTY COMMISSIONERS MEETING
4/12/2018

Agenda Item Number __7__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove the passage of Ordinance 2018-01 amending Chapters 5.04, 5.06 and 5.24 of the Lander County Code to obtain business licenses from the Building and Planning Department instead of the Lander County Assessor's office, and all other matters properly related thereto.

Public Comment:

Background: **Ordinance 2018-01 attached**

Recommended Action:

SUMMARY: AN ORDINANCE AMENDING CHAPTERS 5.04, 5.06 AND 5.24 OF THE LANDER COUNTY CODE TO OBTAIN BUSINESS LICENSES FROM THE BUILDING AND PLANNING DEPARTMENT INSTEAD OF THE LANDER COUNTY ASSESSOR'S OFFICE; AND OTHER RELATED MATTERS.

TITLE: AN ORDINANCE AMENDING CHAPTERS 5.04, 5.06 AND 5.24 OF THE LANDER COUNTY CODE TO OBTAIN BUSINESS LICENSES FROM THE BUILDING AND PLANNING DEPARTMENT INSTEAD OF THE LANDER COUNTY ASSESSOR'S OFFICE; AND OTHER MATTERS PROPERLY RELATED THERETO.

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

SECTION 1: Amendments. The Lander County Code Chapters 5.04, 5.06 and 5.24 are amended in the following manner:

5.04.020 License-Application-Condition.

Any person, firm, association or corporation desiring to conduct, operate, carry on, maintain, transact or pursue any business, trade or profession as hereinafter enumerated, set forth, or provided for under this chapter shall, upon proper application to the ~~Lander County Assessor's Office~~ *Building and Planning Department*, be issued a license for such particular business, trade, or profession under the following conditions and regulations

5.04.050 License--Posting.

All licenses issued under this chapter shall be posted in a conspicuous place where such trade, business or profession is carried on or conducted and shall be made available to inspection by all authorized county or town officials, whose duty it shall be to report to the ~~Lander County Assessor's Office~~ *Building and Planning Department*, any and all trades, businesses or professions found to be operating without a license in violation of this chapter.

5.04.060 License--Issuance.

All licenses issued under this chapter shall be prepared and issued by the ~~Lander County Assessor's Office~~ *Building and Planning Department*, and shall be issued and accounted for as follows . . .

B. Prior to the issuance of any such license, the applicant shall pay the fee therefor, in full, to the ~~Lander County Assessor's Office~~ *Building and Planning Department*, which shall issue a receipt in duplicate. One copy of the receipt shall be given by the community development department Lander County Assessor's Office to the Treasurer.

C. At the first regular meeting of the board of county commissioners of each quarter, the ~~Lander County Assessor's Office~~ *Building and Planning Department* shall submit a detailed report to include the number of licenses issued by the community development department Lander County Assessor's Office and the sum of it deposited for such licenses during the previous month, and the fund into which such moneys were deposited

Chapter 5.06

TEMPORARY BUSINESS LICENSES

Sections:

5.06.020 ~~Lander County Assessor's Office~~ *Building and Planning Department* authorized to issue temporary business licenses . . .

5.06.020 ~~Lander County Assessor's Office~~ *Building and Planning Department* authorized to issue temporary business licenses.

A. The ~~Lander County Assessor's Office~~ *Building and Planning Department* is authorized to issue and administer temporary business licenses. Persons aggrieved by decisions of the ~~Lander County Assessor's Office~~ *Building and Planning Department* in connection with temporary business licenses may appeal to the board of county commissioners, and the appeal shall be heard at the next ensuing commission meeting following lawful notice of the hearing.

B. The ~~Lander County Assessor's Office~~ *Building and Planning Department* is authorized to establish application forms for temporary business licenses, and may require such disclosures on the part of the applicant as are reasonably necessary to protect the public safety, health and welfare

5.24.010 **Peddler permit and license required.**

It is unlawful for any person to engage in the business of peddler within the limits of the county without first obtaining a permit and license therefor as provided by this chapter from the ~~Lander County Assessor's Office~~ *Building and Planning Department*.

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SECTION 2: Reenactments. All other provisions of Lander County Code Chapter 5.04, 5.06 and 5.24 are reenacted without change.

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

PROPOSED on the 8TH day of FEBRUARY, 2018.

PROPOSED by Board Member Sean Bakker

PASSED on the _____ day of _____, 2018.

AYES: Commissioners _____

NAYS: Commissioners _____

ABSENT: Commissioners _____

By: _____
Doug Mills, Chairperson

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

By: Theodore C. Herrera
Theodore C. Herrera
Lander County District Attorney

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

NOTICE OF ORDINANCE PROPOSAL
ORDINANCE NO. LC 2018-01

SUMMARY: AN ORDINANCE AMENDING CHAPTERS 5.04, 5.06 AND 5.24 OF THE LANDER COUNTY CODE TO OBTAIN BUSINESS LICENSES FROM THE BUILDING AND PLANNING DEPARTMENT INSTEAD OF THE LANDER COUNTY ASSESSOR'S OFFICE; AND OTHER RELATED MATTERS.

TITLE: AN ORDINANCE AMENDING CHAPTERS 5.04, 5.06 AND 5.24 OF THE LANDER COUNTY CODE TO OBTAIN BUSINESS LICENSES FROM THE BUILDING AND PLANNING DEPARTMENT INSTEAD OF THE LANDER COUNTY ASSESSOR'S OFFICE; AND OTHER MATTERS PROPERLY RELATED THERETO.

The Public Hearing for the adoption of the ordinance will be held on Thursday, March 8, 2018 at 9:00 a.m. in the Commission Chambers of the Lander County Courthouse, 50 State Route 305, Battle Mountain, Nevada. All persons are invited to attend and be heard.

Copies of the ordinance are available for public inspection in the office of the Lander County Clerk, Lander County Courthouse, 50 State Route 305, Battle Mountain, Nevada.

/s/ SADIE SULLIVAN
Lander County Clerk & Ex-Officio Clerk of
the Board of Lander County Commissioners

Publish: February 21st & 28th, 2018
PLEASE PUBLISH IN A TWO COLUMN BOX WITH BORDER.

LANDER COUNTY COMMISSIONERS MEETING
4/12/2018

Agenda Item Number _8__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding the proposal and reading by Title of Ordinance No. 2018-02 amending Title 8 to add a new Chapter 8.46 of the Lander County code pertaining to recreational and medical marijuana cultivation facilities, and all other matters properly related thereto.

Public Comment:

Background: **Ordinance 2018-02 attached**

Recommended Action:

SUMMARY: AN ORDINANCE AMENDING TITLE 8 OF THE LANDER COUNTY CODE, ENTITLED BUSINESS LICENSES AND REGULATIONS, TO ADD CHAPTER 8.46, PERTAINING TO RECREATIONAL AND MEDICAL MARIJUANA CULTIVATION FACILITIES; SETTING FORTH THE PROCEDURES, REGULATIONS, AND REQUIREMENTS FOR THE ISSUANCE OF LICENSES TO OPERATE MARIJUANA CULTIVATION FACILITIES; ESTABLISHING FEES AND TAXES REQUIRED FOR SUCH LICENSES; SETTING FORTH THE PROVISIONS FOR RENEWAL AND REVOCATION OF SUCH LICENSES.

TITLE: AN ORDINANCE AMENDING TITLE 8 OF THE LANDER COUNTY CODE, ENTITLED BUSINESS LICENSES AND REGULATIONS, TO ADD CHAPTER 8.46, PERTAINING TO RECREATIONAL AND MEDICAL MARIJUANA CULTIVATION FACILITIES; SETTING FORTH THE PROCEDURES, REGULATIONS, AND REQUIREMENTS FOR THE ISSUANCE OF LICENSES TO OPERATE MARIJUANA CULTIVATION FACILITIES; ESTABLISHING FEES AND TAXES REQUIRED FOR SUCH LICENSES; SETTING FORTH THE PROVISIONS FOR RENEWAL AND REVOCATION OF SUCH LICENSES AND OTHER MATTERS PROPERLY RELATED THERETO.

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

Section 1. Lander County Code, Title 8.46, is hereby amended to include a new chapter which shall read as follows:

Chapter 8.46

RECREATIONAL AND MEDICAL MARIJUANA CULTIVATION FACILITIES

Sections:

8.46.010 Findings

8.46.020 Definitions.

8.46.030	Policy declaration.
8.46.040	Medical marijuana cultivation facility licenses - required.
8.46.050	Retail Marijuana Cultivation Facility License—Required.
8.46.060	Individuals only to be licensed.
8.46.070	Medical marijuana cultivation facility - application - contents.
8.46.080	Retail marijuana establishment license - application - contents.
8.46.090	Filing application - compliance with land use and zoning - payment of fees.
8.46.100	Marijuana cultivation facility license - expiration.
8.46.110	Marijuana cultivation facility license - display.
8.46.120	Operation of businesses by receivers, assignees for the benefit of creditors, guardians and personal representatives.
8.46.130	Marijuana establishment license - revocation - grounds.
8.46.140	Marijuana establishment license - revocation - procedure.
8.46.150	Marijuana establishment license - issuance after revocation.
8.46.160	Marijuana establishment license - revocation - false complaints.
8.46.170	Marijuana establishment license - fee refund not allowed when ceases to operate.
8.46.180	Access of officials and officers to marijuana cultivation facility.
8.46.190	Annual license fees - payments in advance - exception.
8.46.200	Application Fees.
8.46.210	License fees for medical marijuana cultivation facilities.
8.46.220	License fees for retail marijuana cultivation facilities.

8.46.230 License fees for dual license marijuana cultivation facilities.

8.46.240 On site use prohibited.

8.46.250 Age limitation.

8.46.260 Violation - Penalty.

8.46.010 Findings

A. The Board of County Commissioners finds and declares:

1. This chapter is an exercise of power conferred upon the Board of County Commissioners by Nevada Revised Statutes ("NRS") 244 and 278 which authorize county commissioners to regulate businesses, zoning, and land use, and to ensure the public health, safety, and welfare of the inhabitants of the unincorporated areas of the county.

2. In 2001, the Legislature enacted NRS 453A, which authorizes medical marijuana establishments and requires that such establishments comply with all local business licensing, local land use, and code requirements.

3. In 2017, the people of the state of Nevada approved Ballot Question #2 legalizing the use of marijuana for persons 21 years of age or older, now codified in NRS 453D, which allows recreational marijuana establishments and sales within the state of Nevada and requires such establishments to comply with all local business licensing requirements, local land use, and code requirements.

4. With the exception of cultivation facilities, all marijuana establishments authorized under NRS 453A and 453D fail to conform to the character of Lander County and threaten the health, safety, and general welfare of the inhabitants of the unincorporated areas of Lander County. Therefore, with the exception of cultivation facilities, all marijuana establishments authorized under NRS 453A and 453D are prohibited within all zoning districts as set forth in Title 17, Chapters 17.36, 17.38 and 17.62 of the Lander County Code.

5. The public health, safety, and welfare of the inhabitants of the unincorporated areas of the County require the regulation and licensure of all persons engaged in, associated with, or in control of cultivation facilities authorized under NRS 453A and/or NRS 453D. Therefore, any cultivation facility licensed by the State of Nevada as a marijuana establishment solely under the authority of NRS 453A shall require a marijuana establishment license under the authority of this chapter. Any cultivation facility licensed by the State of Nevada under NRS 453D shall require a retail marijuana establishment license under the authority of this chapter, regardless of whether the marijuana establishment is concurrently licensed by the State of Nevada under NRS 453A.

6. Licensure to operate a cultivation facility under NRS 453A, NRS 453D, and this chapter is not a right, but a revocable privilege. No property right exists for individuals or businesses to operate a cultivation facility within the unincorporated areas of the County. To the extent that marijuana establishments are registered and authorized by the State of Nevada, the purpose of this chapter is to license and regulate cultivation facilities within the unincorporated areas of the County to protect the public interests over those of marijuana businesses. The license privilege

may be denied, revoked, conditioned, suspended, or subjected to any other regulatory action by the County in the exercise of its police powers for the protection of the health, safety, and general welfare of the inhabitants of the unincorporated areas of the County and to safeguard the public.

7. This chapter is intended to implement NRS 453A and NRS 453D and to establish criteria for the issuance of licenses that are a prerequisite for the exemption from state prosecution provided for in NRS 453A and NRS 453D. The Federal Controlled Substances Act ("FCSA") and related regulations classify marijuana as a schedule I controlled substance and prohibit its cultivation, possession, use, production, transportation, and dispensing for medical reasons or otherwise. Those involved with medical or recreational marijuana establishments remain subject to prosecution under the FCSA regardless of Nevada Revised Statutes 453A, 453D, and this chapter. Nothing in this chapter is intended to authorize or make legal any act that federal or state law does not permit or sanction or assist in any violation of any federal or state law.

8.46.020 Definitions.

As used in this chapter, unless the context requires otherwise, the words and terms defined in this section shall have the meanings ascribed to them in this section.

A. "Community facility" means:

1. A facility licensed by Lander County to provide day care to children.
2. A public park.
3. A playground.
4. A public swimming pool as defined in NRS 444.065.
5. A center or facility, the primary purpose of which is to provide recreational opportunities or services to children or adolescents.
6. A church, synagogue or other building, structure or place used for religious worship or other religious purpose.

B. "Cultivation facility" means a business that:

1. Is licensed by the State of Nevada; and
2. Acquires, possesses, cultivates, delivers, transfers, transports, supplies or sells marijuana and related supplies to any other marijuana establishment.

C. "Facility for the production of edible marijuana products or marijuana-infused products" means a business that:

1. Is licensed by the State of Nevada; and
2. Acquires, possess, manufactures, delivers, transfers, transports, supplies or sells edible marijuana projects or marijuana-infused products to any other marijuana establishment.

D. "Independent testing laboratory" means a facility certified by the State of Nevada to operate as an independent testing laboratory to test marijuana, edible marijuana products and marijuana-infused products that are sold in the State of Nevada pursuant to state law.

E. "Marijuana" means:

1. The dried leaves and flowers of any plant of the genus *Cannabis*, and any mixture or preparation thereof that are appropriate for the use of marijuana; or the seeds of a plant of the genus *Cannabis*; or
2. The resin extracted from any part of the plant; or

3. Every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin; or

4. "Marijuana" does not include the mature stems of the plant, fiber produced from the stems, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stems (except the resin extracted therefrom), fiber, oil or cake, or the sterilized seed of the plant which is incapable of germination.

F. "Medical marijuana" means any marijuana or marijuana-infused products acquired, possessed, cultivated, delivered, transferred, transported, supplied or sold pursuant to a license issued by the State of Nevada under the authority of Nevada Revised Statutes chapter 453A.

G. "Marijuana-infused products" means products that:

1. Are infused with marijuana or an extract thereof; and
2. Are intended for use or consumption by humans through means other than inhalation or oral ingestion.
3. The term includes, without limitation, topical products, ointments, oils and tinctures.

H. "Medical marijuana dispensary" means a business that:

1. Is licensed by the State of Nevada; and
2. Acquires, possesses, delivers, transfers, supplies, sells or dispenses marijuana or related supplies and educational materials to the holder of a valid registry identification card, or at retail as authorized by state law.

I. "Marijuana distributor" means a business that:

1. Is licensed by the State of Nevada; and
2. Transports marijuana or marijuana-infused products from one marijuana establishment to another marijuana establishment.

J. "Marijuana establishment" means:

1. An independent testing laboratory;
2. A cultivation facility;
3. A facility for the production of edible marijuana products or marijuana-infused products;
4. A medical marijuana dispensary;
5. A marijuana distributor; or
6. A business that has registered with the state and paid the requisite fees to act as more than one of the types of businesses listed in subsections 2, 3, 4 and 5 of this definition.

K. "Marijuana establishment agent" means an owner, officer, board member, employee or volunteer of a marijuana establishment.

L. "Marijuana establishment agent registration card" means a registration card that is issued by the State of Nevada authorizing a person to volunteer or work at a marijuana establishment.

M. "Marijuana establishment registration certificate" means a registration certificate that is issued by the State of Nevada authorizing the operation of a marijuana establishment.

N. "Retail marijuana" means any marijuana or marijuana-infused products acquired, possessed, cultivated, delivered, transferred, transported, supplied or sold pursuant to a license issued by the State of Nevada under the authority of Nevada Revised Statutes chapter 453D.

8.46.030 Policy declaration.

It is declared to be the policy of the County that, with exception of cultivation facilities, all marijuana establishments authorized under NRS 453A and 453D fail to conform to the character of Lander County and threaten the health, safety, and general welfare of the inhabitants of the unincorporated areas of Lander County.

With the exception of cultivation facilities, all marijuana establishments authorized under NRS 453A and 453D are prohibited within all zoning districts as set forth in Title 17, Chapters 17.36, 17.38 and 17.62 of the Lander County Code and are not authorized to be licensed under this chapter.

All cultivation facilities operating in the unincorporated areas of the County shall be licensed and controlled in order to protect the public health, safety, morals and good order and the general welfare of the inhabitants of the unincorporated areas of the County. Any cultivation facility licensed by the State of Nevada as a medical marijuana establishment only under the authority of NRS 453A shall require a marijuana establishment license under the authority of this Title. Any cultivation facility licensed by the State of Nevada as a marijuana establishment under the authority of NRS 453D shall require a retail marijuana establishment license under the authority of this Title, regardless of whether the cultivation facility is concurrently licensed by the State of Nevada as a medical marijuana cultivation facility under the authority of NRS 453A.

8.46.040 Medical Marijuana Cultivation Facility Licenses—Required.

It is unlawful for any person, firm, association or corporation, either as owner, employee or lessee, without first having obtained a license, to engage in:

The cultivation of medical marijuana without first obtaining a registration certificate from the State of Nevada, business license and any other authorization to conduct business.

A. The registration certificate and business license must be posted in a conspicuous place within the establishment;

B. All employees of the firm, association or corporation must obtain and maintain their marijuana establishment agent registration card; and

C. Any state registration certificate must be maintained with the state or the city's business license will be revoked.

8.46.050 Retail Marijuana Cultivation Facility License—Required.

It is unlawful for any person, firm, association or corporation with or without a fixed place of business in the county, either as owner, employee or lessee, without first having obtained a license, to engage in:

The cultivation of marijuana for commercial purposes without first obtaining a registration certificate from the State of Nevada, a business license, and any other authorization to conduct business.

A. The registration certificate and business license must be posted in a conspicuous place within the establishment;

B. All employees of the firm, association or corporation must obtain and maintain their marijuana establishment agent registration card; and

C. Any state registration certificate must be maintained with the state or the city's business license will be revoked.

8.46.060 Individuals only to be licensed.

A. A County license may be issued only to an individual person or persons who, as licensee or licensees, shall be held personally responsible for the orderly conduct of the business.

B. If an applicant for a license is not the sole owner of the business to be conducted on the premises for which the license is sought, the application shall be accompanied by a verified statement of the owner or owners of the business appointing the applicant as the agent of the owner or owners and authorizing him or her to apply for the license and conduct the business.

8.46.070 Medical Marijuana Cultivation Facility—Application—Contents.

Any person desiring to establish, conduct or operate a cultivation facility pursuant to NRS 453A shall submit a written and verified application for such license setting forth the following information:

A. The name, age, sex and residence address, and the addresses of all residences for the preceding five years, of the applicant;

B. A description of the premises to be licensed, stating the street and number and the portion of the premises to be occupied by the establishment for which the license is sought;

C. The particular type of marijuana establishment that the applicant proposes to carry on, conduct or operate on the described premises;

D. The name of the owner of the premises on which the licensed business is to be conducted, and the name of his authorized agent, if any;

E. A statement that, if the license is granted, the applicant will conduct the marijuana establishment in accordance with the provisions of the laws of the state and the ordinances of the county applicable to the conduct of such business, and that the application is made upon the express condition that, if the license is granted, it shall be subject to revocation in accordance with the provisions of this chapter;

F. Provide documentation that the applicant has received the necessary registration certificate from the State of Nevada to operate a medical marijuana cultivation facility;

G. Provide a safety plan, including but not limited to, storage of marijuana products; loading and unloading; passage of employees and customers; disposal of marijuana products and hours of operation; and

H. Provide a plan on the handling and storage of money in the physical form of currency, such as banknotes and coins.

8.46.080 Retail Marijuana Establishment License—Application—Contents.

Any person desiring to establish, conduct or operate any retail marijuana cultivation facility pursuant to NRS 453D shall submit a written and verified application for such license setting forth

the following information:

- A. The name, age, sex and residence address, and the addresses of all residences for the preceding five (5) years, of the applicant;
- B. A description of the premises to be licensed, stating the street and number and the portion of the premises to be occupied by the establishment for which the license is sought;
- C. The particular type of marijuana establishment that the applicant proposes to carry on, conduct or operate on the described premises;
- D. The name of the owner of the premises on which the licensed business is to be conducted, and the name of his authorized agent, if any;
- E. A statement that, if the license is granted, the applicant will conduct the marijuana establishment in accordance with the provisions of the laws of the state and the ordinances of the county applicable to the conduct of such business, and that the application is made upon the express condition that, if the license is granted, it shall be subject to revocation in accordance with the provisions of this chapter;
- F. Provide documentation that the applicant has received the necessary registration certificate from the State of Nevada to operate a retail marijuana cultivation facility;
- G. Provide a safety plan, including but not limited to, storage of marijuana products; loading and unloading; passage of employees and customers; disposal of marijuana products; and hours of operation; and
- H. Provide a plan on the handling and storage of money in the physical form of currency, such as banknotes and coins.

8.46.090 Filing Application-Compliance with Land Use and Zoning-Payment of fees.

Applicants for a marijuana cultivation facility license authorized by NRS 453A or 453D may only begin the licensing procedure by filing a license application after receiving the necessary land use and zoning approvals from the county for the operation of the cultivation facility. All licensees of a marijuana cultivation facility shall comply with the land use and zoning provisions set forth in Title 17, Chapters 17.36, 17.38 and 17.62 of the Lander County Code and must be at least one (1) mile out but no further than ten (10) miles outside of the town of Battle Mountain, the town of Austin, and the town of Kingston. Upon receiving the required land use entitlement approval, the applicant shall pay to the County the full amount of the fee applicable to the type of license for which application is made.

8.46.100 Marijuana Cultivation Facility License—Expiration.

Each license issued under the provisions of this chapter shall expire effective on the date of the revocation of the Nevada registration certificate.

8.46.110 Marijuana Cultivation Facility License—Display.

Each license issued for any marijuana establishment shall be posted in a conspicuous place, in order that it may be readily inspected by any person.

8.46.120 Operation of businesses by receivers, assignees for the benefit of creditors, guardians and personal representatives.

A. If a receiver or assignee for the benefit of creditors is appointed for a licensed business, or if a receiver, assignee for the benefit of creditors or guardian of the property of a person holding a license is appointed during the time for which such license was granted, or if a person holding a license dies during the term for which a license was granted, the receiver, assignee, guardian, administrator or executor may continue to carry on the licensed business on the designated premises for the balance of the term for which the license was granted, with the same rights and subject to the same restrictions and liabilities as if he were the original holder of the license in compliance with NRS 453A, state law and county requirements.

B. Before continuing such business, the receiver, assignee, guardian, administrator or executor shall file a written and verified statement with the County Clerk, addressed to the Board of County Commissioners, setting forth the facts and circumstances under which he has succeeded to the rights of the original licensee, and his legal qualifications. The written statement must include documentation from the State of Nevada that the state has approved the transfer of the operations of the marijuana cultivation facility.

8.46.130 Marijuana establishment license—Revocation—Grounds.

Any marijuana cultivation facility license may be revoked by the County if it appears to the satisfaction of a majority of the members of the Board of County Commissioners that a licensee or an employee has:

- A. Lost their registration certification from the State of Nevada;
- B. Been convicted, subsequent to issuance of the license, of an offense of such a nature that the licensee is no longer a suitable or qualified person to hold a license;
- C. Made any false material statement in an application for a license;
- D. Transferred, assigned or hypothecated a license;
- E. Failed to pay any license fee in advance; and/or
- F. Refused or neglected to comply with any of the provisions of this chapter or Title 17 of the Lander County Code.

8.46.140 Marijuana establishment license—Revocation—Procedure.

A. The Board of County Commissioners may, on its own motion or upon complaint under oath of any person, institute proceedings to revoke a license by mailing a complaint stating the alleged reason for such proceeding to the licensee at the address shown in his most recent application or supplemental application.

B. The licensee shall, within five (5) days of the date of such mailing, unless an extension of time is granted by the council, file with the County Clerk a written and verified answer to the complaint.

C. The Board of County Commissioners shall fix a day and time for a hearing at which the licensee shall be given an opportunity to be heard. If the licensee fails to file an answer within the time required, or fails to appear at the place and time designated for the hearing, the Board shall order the license revoked.

D. The Board of County Commissioners shall, within ten (10) days from the date of the hearing, enter its order revoking or refusing to revoke the license.

E. There shall be no reopening, appeal or review of the proceedings before the Board of County Commissioners, except where it subsequently appears to the satisfaction of the Board that the licensee's failure to answer or appear was due to matters beyond his or her control, and not the result of negligence.

8.46.150 Marijuana establishment license—Issuance after revocation.

If any license is revoked under the provisions of this chapter, no license shall be granted to the licensee within two (2) years of the date of such revocation and the former licensee must provide documentation from the State of Nevada that the business has been issued a registration certificate to operate a marijuana cultivation facility in the unincorporated areas of Lander County.

8.46.160 Marijuana establishment license—Revocation—False complaints.

It is unlawful for any person to cause any complaint to be filed with the Board of County Commissioners seeking the revocation of any license knowing such complaint to be unfounded in fact.

8.46.170 Marijuana establishment license—Fee refund not allowed when ceases to operate.

If a licensee ceases to operate a licensed business or if the license is suspended or revoked there shall be no refund of the license fee.

8.46.180 Access of officials and officers to marijuana cultivation facility.

A. Lander County Officials, including the Sheriff or his designee, shall have access to every part of the premises for which a marijuana cultivation facility license is issued at any time when such establishment is open for the transaction of business and at all other reasonable times.

B. The County shall enter and inspect at least annually, with or without notice, any building or premises of a marijuana cultivation facility to ensure compliance with the standards of this Chapter and Title 17 of the Lander County Code.

C. If the County determines that there are any deficiencies in the operation of a marijuana cultivation facility, the County may suspend the marijuana cultivation facility business license and require a written plan and schedule for the corrections.

8.46.190 Annual license fees—Payment in advance—Exception.

Marijuana cultivation facility license fees shall be in the amounts provided in Section 8.46.200 and Section 8.46.210 and shall be paid in advance, as follows:

A. Application fees will be paid in their entirety.

B. Origination fees will be paid in their entirety.

C. The portion of the license fees based on the establishment's quarterly gross receipts shall be payable not later than 30 calendar days after the end of each calendar quarter.

D. Each establishment that is subject to this section shall, not later than 30 calendar days after the end of each calendar quarter, provide to the County Clerk a statement of the amount of revenue the company derived during that calendar quarter.

E. A license fee not received or postmarked within 30 calendar days after the end of each calendar quarter shall be delinquent, and the licensee shall pay, in addition to the license fee, a penalty of two percent per month of the delinquent amount.

8.46.200 Application Fees.

For each application for a business license for a marijuana cultivation facility, the applicant shall pay a one-time, non-refundable application fee. The application fee shall be one thousand five hundred dollars (\$1,500.00) for each application.

8.46.210 License fees for medical marijuana cultivation facilities.

License fees for medical marijuana cultivation facilities shall be paid as follows:

A. Origination Fees: An original fee of twenty thousand dollars (\$20,000.00), in addition to the quarterly renewal fees listed in this section, is imposed and payable prior to the issuance of a medical marijuana cultivation facility license.

B. Each medical marijuana cultivation facility licensee shall pay:

1. One percent (1%) of the gross revenue that does not exceed one hundred fifty thousand dollars (\$150,000.00) per calendar quarter year; and also

2. Two percent (2%) of the gross revenue that exceeds one hundred fifty thousand dollars (\$150,000.00) per calendar quarter year and does not exceed four hundred thousand dollars (\$400,000.00) per calendar quarter year; and also

3. Three percent (3%) of the gross revenue that exceeds four hundred thousand dollars (\$400,000.00) per calendar quarter year.

C. All quarterly license fees are due on the last day of each calendar quarter. If the payment is received after fifteen (15) days and before thirty (30) days after the due date, ten percent (10%) of the total license fee due shall be assessed as a penalty charge. In addition to the above ten percent (10%), if the payment is received more than thirty days (30) days after the due date, a reinstatement fee of fifteen percent (15%) of the total license fee due shall be assessed. If reinstatement does not occur within sixty (60) days, the license shall be deemed expired and may be reinstated upon filing a request for reinstatement with the County, a showing of good cause, and a payment of double license fees for the delinquent period as a penalty charge. If reinstatement does not take place within ninety (90) days following the calendar quarter, the license is deemed terminated and any application for licensure shall be processed as a new license application rather than as a reinstatement and the licensee shall remain liable for the delinquent fees, including the double license fee penalty charge.

8.46.220 License fees for retail marijuana cultivation facilities.

License fees for retail marijuana cultivation facilities shall be paid as follows:

A. Origination Fees: An original fee of twenty thousand dollars (\$20,000.00), in addition to the quarterly renewal fees listed in this section, is imposed and payable prior to the issuance of a retail marijuana cultivation facility license.

B. Each medical marijuana cultivation facility licensee shall pay:

1. One percent (1%) of the gross revenue that does not exceed one hundred fifty thousand dollars (\$150,000.00) per calendar quarter year; and also

2. Two percent (2%) of the gross revenue that exceeds one hundred fifty thousand dollars (\$150,000.00) per calendar quarter year and does not exceed four hundred thousand dollars (\$400,000.00) per calendar quarter year; and also

3. Three percent (3%) of the gross revenue that exceeds four hundred thousand dollars (\$400,000.00) per calendar quarter year.

C. All quarterly license fees are due on the last day of each calendar quarter. If the payment is received after fifteen (15) days and before thirty (30) days after the due date, ten percent (10%) of the total license fee due shall be assessed as a penalty charge. In addition to the above ten percent (10%), if the payment is received more than thirty days (30) days after the due date, a reinstatement fee of fifteen percent (15%) of the total license fee due shall be assessed. If reinstatement does not occur within sixty (60) days, the license shall be deemed expired and may be reinstated upon filing a request for reinstatement with the County, a showing of good cause, and a payment of double license fees for the delinquent period as a penalty charge. If reinstatement does not take place within ninety (90) days following the calendar quarter, the license is deemed terminated and any application for licensure shall be processed as a new license application rather than as a reinstatement and the licensee shall remain liable for the delinquent fees, including the double license fee penalty charge.

8.46.230 License fees for dual license marijuana cultivation facilities.

License fees for marijuana cultivation facilities licensed under both NRS 453A and NRS 453D shall be paid as follows:

A. Origination Fees: An original fee of thirty thousand dollars (\$30,000.00), in addition to the quarterly renewal fees listed in this section, is imposed and payable prior to the issuance of a retail marijuana cultivation facility license.

B. An cultivation facility that obtains a dual license under NRS 453A or 453D after paying an origination under 8.46.210 or 8.46.220 of this chapter shall pay an additional ten thousand dollars (\$10,000.00).

C. Each medical marijuana cultivation facility licensee shall pay:

1. One percent (1%) of the gross revenue that does not exceed one hundred fifty thousand dollars (\$150,000.00) per calendar quarter year; and also

2. Two percent (2%) of the gross revenue that exceeds one hundred fifty thousand dollars (\$150,000.00) per calendar quarter year and does not exceed four hundred thousand dollars (\$400,000.00) per calendar quarter year; and also

3. Three percent (3%) of the gross revenue that exceeds four hundred thousand dollars (\$400,000.00) per calendar quarter year.

D. All quarterly license fees are due on the last day of each calendar quarter. If the payment is received after fifteen (15) days and before thirty (30) days after the due date, ten percent (10%) of the total license fee due shall be assessed as a penalty charge. In addition to the above ten percent (10%), if the payment is received more than thirty days (30) days after the due date, a reinstatement fee of fifteen percent (15%) of the total license fee due shall be assessed. If reinstatement does not occur within sixty (60) days, the license shall be deemed expired and may be reinstated upon filing a request for reinstatement with the County, a showing of good cause, and a payment of double license fees for the delinquent period as a penalty charge. If reinstatement does

not take place within ninety (90) days following the calendar quarter, the license is deemed terminated and any application for licensure shall be processed as a new license application rather than as a reinstatement and the licensee shall remain liable for the delinquent fees, including the double license fee penalty charge.

8.46.240 On Site Use Prohibited.

No marijuana shall be smoked, ingested, or otherwise consumed on the premises of any marijuana cultivation facility nor in a public place, unless otherwise provided in NRS.

8.46.250 Age Limitation.

No person under the age of twenty-one (21) years of age shall be allowed in a marijuana cultivation facility.

8.46.260 Violation—Penalty.

Any person who violates any of the provisions of this chapter is guilty of a misdemeanor.

Section 2.

REPEAL All ordinances or resolutions or parts thereof inconsistent with this Ordinance are repealed to the extent of such inconsistency.

SEVERABILITY If any provision of this ordinance or its application to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this ordinance and the provisions of this ordinance are declared.

THIS ORDINANCE shall take effect from and after passage, and after final adoption, the Lander County Commissioners are hereby authorized and directed to have is published by title together with the names of the Commissioners voting for or against its passage once a week for a period of two (2) weeks in the Battle Mountain Bugle, a newspaper published in a general circulation in the County of Lander, State of Nevada.

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

PROPOSED on the _____ day of _____, 2018.

PROPOSED by Board Member _____

PASSED on the _____ day of _____, 2018.

AYES: Commissioners _____

NAYS: Commissioners _____

ABSENT: Commissioners _____

By: _____
Doug Mills, Chairperson

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

By: _____
Theodore C. Herrera
Lander County District Attorney

LANDER COUNTY COMMISSIONERS MEETING
4/12/2018

Agenda Item Number __9__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion only regarding a payment not to exceed \$256,000.00 towards the Highway 50 Project in Austin, and to have the County carry an interim loan for \$1,118,000.00 with 0% interest for the duration of the water project, and all other matters properly related thereto.

Public Comment:

Background: **Attached**

Recommended Action:

AGENDA REQUEST FORM



COMMISSIONER MEETING DATE: April 12, 2018

NAME Gwen Jones REPRESENTING: LCCSWD2

ADDRESS: PO Box 144, Austin NV 89310

PHONE(H): 775 377 1375 (W): 775 964 2676 (FAX): 775 964 1417

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 775 964 2676

WHO WILL BE ATTENDING THE MEETING Gwen Jones maybe Kip Nelming
JOB TITLE Secretary / Chairman

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: discussion and possible action to pay up to 256,000 towards the Hwy 50 project in Austin, also carry an interim loan for 1,118,000 @ 0% interest for the duration of the water project.

BACKGROUND INFORMATION This is for the WATER portion of the Hwy 50 project in Austin

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

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

AMOUNT: 256,000 / 1,118,000

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

WHEN? at CIP in March

HAS THIS ISSUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT HEADS YES ☒ NO ☐

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

IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES ☒ NO ☐

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

HAS THE DISTRICT ATTORNEY'S OFFICE PROVIDED THE REQUIRED REVIEW? YES ☐ NO ☒

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

Gwen Jones / Secretary

DATE 3.27.18

BOARD MEETS THE 2ND AND 4TH THURSDAY OF EACH MONTH

COMMISSION FAX (775) 635-5332

Customer ID 33-008-818922762

Section

Initial Contact
Application
Environmental
Underwriting
Monthly EDU Cost (Water)
Number EDU (Water)
Wholesale Cost (Water)
Wholesale Income (Water)
Other Operating Income
Non Operating Income
O&M
Reserve Short Lived Assets
Other Expenses
Debt Service Reserve
Commercial Credit
Maximum Loan Amount

Project Cost

Applicant Contribution
Other Funding Sources
Connections/Tap Fees
Maximum Grant Amount
Obligation
Loan Grant
Contacts
Notes And Attachments
Print Forms
Request Funds

Validations No Errors No Concerns

Project Cost

Taken from the PER or Financial
Feasibility Work Papers
prepared by field office. Drop
down box will provide line
itemization. User input
required for cost. Enter

Project Cost

Add Edit Delete

Project Cost Item	User Desc	Item Cost
Development	Mobilization	40,000
Development	Temp Water Piping	30,000
Development	8" Water Main	186,000
Development	Restrained Joints	60,000
Development	8" Valve	40,000
Development	6" Connection	80,000
Development	4" Connection	25,000
Development	6" Water Main LF	9,000
Development	6" Valve	6,000
Development	4" Water Main	3,000
Development	4" Valve	4,000
Development	Fire Hydrant Assembly	35,000
Development	Water Service	90,000
Development	Concrete Repair	
Development	Pavement Repair on Co...	
Development	4' X 6' Concrete Vault	15,000
Development	New Valve * Pipe in Ex ...	40,000
Development	New Lid	7,000
Contingencies	Construction Contingency	120,000
Bond Counsel	Bond Counsel (20,000 f...	25,000
Interest	Interim Interest- estimat...	0
Legal Services	Legal	0
Development	Engineering	72,000
Eng - Inspection	Inspection % Construction	48,000
Development	30 meter connections a...	120,000

Total Project Cost 1,065,000

Comments concerning Project Cost

deleted interim interest of \$28000, reduced bond counsel down to \$25,000 from \$40,000, deleted legal services of \$2,500 - county al
NDOT has agreed to pay for concrete repair estimated at \$20,000 and additional payment repair on County of \$100,000

Customer ID 33-008-818922762

Section

Initial Contact
Application
Environmental

Underwriting

Monthly EDU Cost (Water)
Number EDU (Water)
Wholesale Cost (Water)
Wholesale Income (Water)
Other Operating Income
Non Operating Income
O&M
Reserve Short Lived Assets
Other Expenses
Debt Service Reserve
Commercial Credit
Maximum Loan Amount
Project Cost
Applicant Contribution
Other Funding Sources
Connections/Tap Fees
Maximum Grant Amount
Obligation
Loan Grant
Contacts

Notes And Attachments
Print Forms
Request Funds

Underwriting

Loan Determination

Monthly Cost Per EDU
Number of EDUs
Wholesale Cost/ 1,000 Gal or Cu Ft
Wholesale Income per Month
Other Operating Income (Monthly)*
Operating Income (Annual)*
Non-Operating Income (Annual) *
Total Cash Available (Annual)
O&M (Less Interest & Depreciation) (Annual) *
Replacement Reserve - Short Lived Assets *
Other Annual Expenses*
Debt Service & Reserve*
Total Cash Outflow (Annual)
Balance Available For New Loan Payment
Commercial Credit (Maximum Loan Amount) *
USDA (Maximum Loan Amount) *

Water
\$50,000
245
\$0.00
\$0
\$1,929
\$170,148
\$9,852
\$180,000
\$157,828
\$10,800
\$0
\$0
\$168,428
\$11,572
\$0
\$269,000

Project Funding Breakdown

Project Cost *
Applicant Contribution
Other Funding Sources*
Contribution Connection/Tap Fees *
USDA (Maximum Loan Amount)
Total USDA Grant Needed
Maximum W&W Grant Amount*

\$1,065,000
\$0
\$192,000
\$0
\$269,000
\$604,000
\$804,000

2 Current Ratio 0.00 Debt Service Ratio 0.00

The maximum grant amount may not be a true reflection of the actual max grant allowable due to the inclusion of 100% grant programs in this project's funding mix.

Validations No Errors No Concerns

Underwriting

There is no user input on this screen. All data is system generated. - The blue amounts/numbers in the right hand column are hyperlinks. Click on the applicable link to

option #2

AUSTIN HIGHWAY 50 ESTIMATE – 2018 – PAGE 2 OF 2 - WATER SYSTEM

Construction Item	Quantity	Unit Cost	Total Cost
Mobilization – LS	1		\$ 40,000
Temp. Water Piping – LS	1		\$ 30,000
Asbestos abatement - LS	1		\$ 10,000
8" Water Main – LF	2,800	\$ 70	\$ 196,000
Restrained Joints – EA	150	\$ 400	\$ 60,000
8" Valve – EA	20	\$ 2,000	\$ 40,000
6" Connection – EA	8	\$ 10,000	\$ 80,000
4" Connection – EA	5	\$ 5,000	\$ 25,000
6" Water Main – LF	150	\$ 60	\$ 9,000
6" Valve – EA	4	\$ 1,500	\$ 6,000
4" Water Main – LF	60	\$ 50	\$ 3,000
4" Valve – EA	4	\$ 1,000	\$ 4,000
Fire Hydrant Assembly – EA	7	\$ 5,000	\$ 35,000
Water Service – EA	60	\$ 3,000	\$ 180,000
Water Meter - EA	60	\$ 500	\$ 30,000
Concrete Repair – SF	1,000	\$ 20	\$ 20,000
Pavement Repair on County – SF	10,000	\$ 10	\$ 100,000
4'x6' Concrete Vault – EA	1		\$ 15,000
New Valves & Pipe in Ex. Vault – LS	1		\$ 40,000
New Lid on Ex. Vault – LS	1		\$ 7,000
2017 CONSTRUCTION			\$ 930,000
Non-Construction Item	Quantity	Unit Cost	Total Cost
Construction Contingency – %	15		\$ 140,000
Engineering – original estimate			\$ 72,000
Inspection & Construction – original			\$ 48,000
2017 NON-CONSTRUCTION			\$ 260,000
TOTAL WATER COSTS			\$ 1,190,000

pd.
1,178,000

TOTAL SEWER COSTS	\$ 1,178,000
TOTAL WATER COSTS	\$ 1,190,000
TOTAL WATER & SEWER COSTS	\$ 2,368,000

LANDER COUNTY COMMISSIONERS MEETING
4/12/2018

Agenda Item Number _10__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding a proclamation honoring National County Government Month this April, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY PROCLAMATION 2018-04
IN SUPPORT OF
National County Government Month- April 2018
"Serving the Underserved"

To designate the month of April, 2018 as National County Government Month.

WHEREAS, the nation's 3,069 counties serving more than 300 million Americans provide essential services to create healthy, safe and vibrant; and

WHEREAS, counties move America forward by providing health care, administering justice, keeping communities safe, creating economic opportunities and much more; and

WHEREAS, Lander County and all counties take pride in their responsibility to protect and enhance the health, welfare and safety of its residents in efficient and cost-effective ways; and

WHEREAS, through National Association of Counties President Roy Charles Brooks' "Serving the Underserved" initiative, NACo is focusing on the critical role counties play in breaking multi-generational cycles of poverty; and

WHEREAS, in order to remain healthy, vibrant and safe, America's counties provide public health, justice, safety, infrastructure, transportation, technology, environmental stewardship and economic services that play a key role in everything from residents' daily commutes to emergency response; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to actively promote their own programs and services to the public they serve; and

NOW THEREFORE, BE IT RESOLVED THAT I, Lander County Commissioners, do hereby proclaim April 2018 as National County Government Month and encourage all county officials, employees, schools and residents to participate in county government celebration activities.

Passed, Approved and Adopted this **12th** day of **April** 2018, by **<insert Name>** of Lander County.

Attest:

Op-Ed for County Government Month – April 2018

Submit to: RGJ, LVRJ, Las Vegas Sun, Nevada Independent, Elko Daily Free Press, Nevada Appeal, Lincoln County Record, Ely Times, Eureka Sentinel, Lahontan Valley News, Pahrump Valley Times, Douglas County Record Courier

Nevada Association of Counties (NACO) -
In Celebration of County Government Month – April 2018

Counties Provide Critical Services for All Nevadans

Each of Nevada's 17 counties come together through the Nevada Association of Counties to work on common challenges, needs, and solutions for serving their shared constituency of nearly 3 million residents. On behalf of Nevada's counties, we ask you to join us in honoring National County Government Month this April.

Counties provide many important services in all of Nevada's communities including support for our seniors and most vulnerable, police and fire, justice and district courts, administration of elections, district attorneys, public defenders, and maintenance of roads, water systems and other critical infrastructure vital to our state's economic health and public safety.

Counties support our most vulnerable in a variety of ways. They provide significant support to public hospitals as well as to the Medicaid and indigent patients that hospitals serve. Clark County's University Medical Center is the largest county hospital in the State but Nevada's rural counties support public hospitals as well including Battle Mountain General, Pershing General, South Lyon Medical Center, Mt. Grant Hospital in Mineral County, and Grover C. Dills in Lincoln County. In Washoe, last year alone, the County invested over \$60 million dollars to protect our seniors and children. Recent numbers show that counties contributed more than \$882 million towards community health and hospitals. Additionally, over 83% of our state's nursing homes are county supported.

Counties provide services on Nevada's public lands and to public lands users in urban and rural areas, including emergency response, infrastructure, and law enforcement; and county governments spent \$214 million in fire protection across Nevada.

Nevada's counties also manage and maintain over 65% of our state's roadways and have a shared vision that a modernized infrastructure system is critical to our state's economic growth and quality of life. NACO will be working with our federal partners to ensure that future transportation and infrastructure reforms represent the best interests of Nevadans and meet the needs of Nevada's businesses.

Counties will continue to tackle major issues moving forward including the opioid and substance abuse epidemic that threatens our communities, providing much needed care for our citizens that struggle with behavioral and mental health illnesses, managing growth effectively, helping to preserve and protect our natural resources for the benefit of everyone, and continued service to our most vulnerable.

During the month of April, please take the time to learn about County Government. Visit the NACO website: www.nvnaco.org, or visit us on twitter @nvnaco to find out more about what counties do and ways you can participate in in county governance.

Dagny Stapleton, Executive Director
The Nevada Association of Counties (NACO)

NACO is the statewide association representing all 17 of Nevada's counties.

<insert logo and/or picture>

DRAFT

LANDER COUNTY COMMISSIONERS MEETING
4/12/2018

Agenda Item Number _11__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove abolishing the Battle Mountain Livestock Events Center Advisory Board and to lease the Battle Mountain Livestock Events Center to a 501(C)3, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
4/12/2018

Agenda Item Number __12__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to select a date for a Lander County Board of Commissioners meeting to be held in Austin, Nevada, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
4/12/2018

Agenda Item Number _13__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove the Private Owner Cooperative Agreement Construction Contract between Jay Wintle and Lander County and authorize the chair to sign, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY
PRIVATE OWNER COOPERATIVE AGREEMENT
CONSTRUCTION CONTRACT

This Contract made and entered into on the _____ day of _____, 20_____,
by and between _____, hereinafter designated as the Owner,
and Lander County, hereinafter designated as the County. Lander County and the
Owner agree, bind and obligate themselves as follows:

Jay Albert Wintle

Land Owner

(10-280)

7,8,9,12,13,37,38,39,40,41,42,43,44.

Assessor Parcel Number(s)

N/A

Tax ID/EIN # (Business Only)

(775)374-1251

(775)635-5231

Telephone Number

Based on existing agreements established with the County, the above designated Owner acknowledges that the property(s) listed above are required to provide full frontage roadway improvements built to the County Standard. Such improvements are limited to the clearing, grubbing, sub-grade and base-course grade preparation of the roadway. Sub-Grade and Base-Course grade operations are to be per the project design and Lander County standards.

To assist the Owner in achieving the above referenced roadway improvements, Lander County offers the Owner a cooperating agreement with the County. This Construction Contract is an agreement to allow the Owner an avenue to reimburse the County for the required roadway improvements listed herein. Such reimbursement is based on a preestablished bid quantity obtained in the competitive bid process by Lander County.

The County will contract the installation of the required frontage Roadway Improvements listed above, (hereinafter "the work"), in accordance with the County Standards in the locations described in the attached Bid Schedule and Plan Documents.

Reimbursement:

Payment will be accepted as **One-Full Payment** made to Lander County (see separate payment schedule if utilized). Owner agrees and is bonded to reimburse Lander County the following Bid Amount:

3819.01 LF

Bid Quantity

\$26.00 LF

\$ 99,295.56

Bid Amount

 COPY

Commencement of Work:

Construction will commence on or about March 12 2018. Substantial completion of the work will be July 1 2018 days after commencement of construction. However, this period may at Lander County's discretion, be extended if construction is delayed due to weather, fire, strikes, material shortages, or Acts of God, Owner delays, or other normal variations in the construction process including, but not limited to, the selection, ordering, manufacture, and/or installation of Owner selections. Failure of Lander County to timely complete shall not be considered default. The date of Substantial completion shall be that date when the work is completed sufficiently enough to enable the Owner to utilize the proposed roadway improvements.

Owner Obligations:

Owner further agrees to cooperate with and make every reasonable effort to refrain from hindering Lander County and/or the work. Owner shall allow Lander County and/or employees, contractors and/or subcontractors operating on behalf of Lander County, to have continuous access to the premises upon which the work is to be performed during the construction period (5:00 a.m. - 8:00 p.m.). Such access shall include but is not limited to, leaving the premises unlocked regardless of the presence of Owner. However, in the event that the Owner temporarily halts the work, Owner assumes any and all liability and responsibility for any and all costs associated with, related to, and/or arising from the work delay including, but not limited to, wages, loss of income, start-up costs, sub-contractor charges, additional trip charges, delayed material delivery charges, and material loss charges. Owner further understands and agrees that upon execution of this contract, all changes to this agreement can only be performed by mutual consent of Owner and the Lander County Board of Commissioners.

Indemnifications:

Owner shall indemnify the County against any and all claims, damages, liabilities, losses, costs, and attorney's fees arising out of any facility or item furnished in connection with the activities under this agreement. Any and all preventative maintenance, warranties and upkeep of the proposed facilities shall be at the discretion of Lander County.

Required Documentation:

Please Provide the Following (N/A, for Non-Applicable):

Attached Proof of Ownership

N/A W-9

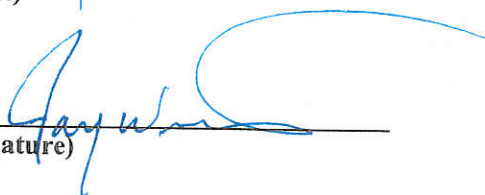
N/A Lander County Business License

I, _____, certify that the below listed signatures are the true Owners and financial partners of the above property and have contractual authority to enter into an agreement with Lander County.

Owner 1 (Print)

JAY / Albert Winttz

Owner 1 (Signature)



Date

2-20-2018

Continued Page 2

Owner 2 (Print)

Owner 2 (Signature)

Date

_____ <i>Lander County Commissioner Chair/Vice Chair</i>	_____ <i>Date</i>

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number _14__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding a policy to prohibit county employees from putting political signs on personal vehicles while parking in County only parking areas, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number _15__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove the FAA Agreement for Professional Services with J-U-B Engineers, Inc. to Realign Taxiway C, A.I.P. 3-32-0001-027 at the Battle Mountain Airport in the amount of \$158,639.00, and all other matters properly related thereto.

Public Comment:

Background: **attached**

Recommended Action:

AGENDA REQUEST FORM



COMMISSIONER MEETING DATE: APRIL 12, 2018

NAME TOM LEMENAGER REPRESENTING: J-U-B

ADDRESS: 250 S. BEECHWOOD AVE, SUITE 201

BOISE, ID 83709
PHONE(H): 208 504 196 (W): 208-376-7330 (FAX):

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 208-376-7330

WHO WILL BE ATTENDING THE MEETING TOM LEMENAGER

JOB TITLE SENIOR AIRPORT PROJECT MANAGER

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: APPROVE/SIGN ENGINEERING AGREEMENT FOR AIR 027

BACKGROUND INFORMATION AGREEMENT IS FOR BIDDING & CONSTRUCTION SERVICES FOR THE FY-18 TAXIWAY C? PROJECT AGREEMENT HAS SUCCESSFULLY GONE THROUGH INDEPENDENT FEE ESTIMATE.

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

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

AMOUNT: \$158,039 of which \$9,915 is county share

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

WHEN? With county director for weeks

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

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

IS ALL THE 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 X NO

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

[Signature]

DATE APR 3, 2018

FAA AGREEMENT FOR PROFESSIONAL SERVICES
Realign Taxiway C, A.I.P. 3-32-0001-027
Battle Mountain, NV

THIS AGREEMENT is made as of the 12th day of April, 2018 by and between, Lander County, Nevada hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., 250 So. Beechwood Avenue, Boise, Idaho, 83709, hereinafter referred to as J-U-B.

WHEREAS, the CLIENT intends to make certain improvements and/or modifications to the Battle Mountain Airport consisting of the following:

Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs and Change Runway
Designators

Hereinafter referred to as the PROJECT:

WITNESSETH

For and in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

ARTICLE 1
J-U-B'S SERVICES

1.01 BASIC SERVICES

J-U-B agrees to perform or furnish professional engineering in relation to the PROJECT, including normal civil engineering services related thereto, as set forth in Attachment 1 – Scope of Services consistent with the applicable Standard of Care. Standard of Care is defined as the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality.

Construction Phase services are more specifically defined in Standard Exhibit A – Construction Phase Services.

1.02 SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services as follows:

Construction Phase – April 2018 to February 2019

This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size of the PROJECT requested by the CLIENT or for delays or other causes beyond J-U-B's control.

This Agreement shall be in effect from April 13, 2018 to February 1, 2019. In the event the services described will not be completed during the term of this Agreement the Agreement shall be amended.

1.03 ADDITIONAL SERVICES

When authorized in writing by the CLIENT, J-U-B agrees to furnish, or obtain from others, additional professional services in connection with the PROJECT, as set forth below and as otherwise contained within this Agreement:

- A. Provide other services not otherwise provided for in this Agreement, including services normally furnished by the CLIENT as described in Article 2, CLIENT'S RESPONSIBILITIES.
- B. Provide services as an expert witness for the CLIENT in connection with litigation or other proceedings involving the PROJECT.
- C. Assist or extend services as a result of strikes, walkouts, or other labor disputes, including acts relating to settlement of minority group problems.
- D. Mitigation work identified in the environmental review.

- E. Additional services when the PROJECT involves more than two construction contracts or separate equipment contracts.
- F. Review the PROJECT prior to expiration of the guarantee period and report observed discrepancies under guarantee provided by the construction contract.
- G. Extended services during construction made necessary by: 1) work damaged by fire or other cause during construction; 2) defective or incomplete work of the Contractor causing delays in the project resulting in additional costs to J-U-B; 3) prolongation of the initial construction contract time beyond the contract time; 4) acceleration of the work schedule involving services beyond established office working hours; and 5) the Contractor's default under the construction contract due to delinquency or insolvency.
- H. Assist the CLIENT in resolving disputes over claims, bankruptcy, legal complaints or default of the Contractor.

ARTICLE 2 CLIENT'S RESPONSIBILITIES

2.01 CLIENT'S RESPONSIBILITIES

The CLIENT shall Furnish the following services at the CLIENT'S expense and in such a manner that J-U-B may rely upon them in the performance of its services under this AGREEMENT:

- A. Designate, in writing, a person authorized to act as the CLIENT'S contact. The CLIENT or his designated contact shall receive and examine documents submitted by J-U-B to determine acceptability of said documents, interpret and define the CLIENT'S policies, and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of J-U-B's services.
- B. Make available to J-U-B all technical data that is in the CLIENT'S possession, including maps, surveys, property descriptions, borings, and other information required by J-U-B and relating to his work.
- C. Hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT and pay all costs incidental thereto.
- D. Provide legal, accounting and insurance counseling services necessary for the PROJECT: Legal review of the construction Contract Documents; and such writing services as the CLIENT may require to account for the expenditure of construction funds.
- E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.
- F. The CLIENT agrees to cooperate with J-U-B in the approval of all plans, reports and studies, and shall make a timely decision in order that no undue expense will be caused J-U-B because of lack of decisions. If J-U-B is caused extra drafting or other expense due to changes ordered by the CLIENT after the completion and approval of the plans, reports, and studies, J-U-B shall be equitably paid for such extra expenses and services involved.
- G. Guarantee full and free access for J-U-B to enter upon all property required for the performance of J-U-B's services under this AGREEMENT.
- H. Give prompt written notice to J-U-B whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT or other event that may substantially affect J-U-B's performance of services under this AGREEMENT.
- I. Promptly prepare and submit reimbursement requests to funding agencies.
- J. Compensate J-U-B for services promptly rendered under this AGREEMENT.

- K. Obtain bids or proposals from contractors for work relating to the PROJECT and bear all costs relating thereto.
- L. When identified in the construction contract documents, provide construction surveys and materials testing by the successful contractor.

ARTICLE 3 J-U-B'S COMPENSATION

3.01 BASIC SERVICES COMPENSATION

J-U-B shall provide services in connection with the terms and conditions of this Agreement, and the CLIENT shall compensate J-U-B therefore as follows:

A. Bidding and Construction Phase

1. The CLIENT shall compensate J-U-B for the Bidding and Construction Phase, Section(s) A, B C and D in Attachment 1 on a Cost-Plus-Fixed-Fee basis. The CLIENT shall reimburse J-U-B for the following items:
 - a. Payroll Cost: Actual salaries paid J-U-B's employees, without markup, for the time such employees are directly used on work necessary to fulfill the terms of this AGREEMENT. Reasonable salary increases, promotions and other payroll adjustments during the course of this work are acceptable subject to approval by the CLIENT. At the request of the CLIENT, a list of names of personnel actually working on this project and their salaries shall be submitted prior to the start of work on the project and shall be updated as needed to reflect any changes.
 - b. Payroll Additives: Additives representing the employee benefits based on payroll cost shall be computed as a percentage of the payroll cost above. For the purposes of this AGREEMENT, that additive shall be 85.27 percent of the payroll cost based on existing audits, cost data, and other information mutually agreed to by both parties. This factor is subject to adjustment by the parties based on audits occurring during the life of this AGREEMENT. Independently prepared cost data shall be submitted, at the request of the CLIENT, at intervals not less than every 18 months to support the payroll additives for this AGREEMENT.
 - c. General and Administrative Overhead Cost: These overhead costs shall be in accordance with Federal requirements contained in the 41 CFR 1-15. These costs shall be computed at 104.69 percent of the payroll costs above. This percentage may be adjusted by the parties based on audits occurring during the life of this AGREEMENT. Independently prepared cost data shall be submitted to the CLIENT at intervals not less than every 18 months to support the General and Administrative Overhead for this AGREEMENT.
 - d. Direct Cost and Out-of-Pocket Cost: These costs shall be directly related to this project and determined in accordance with Federal requirements contained in 41 CFR 1-15.
 - e. Fixed Fee: The Fixed Fee for performance completed under this task shall be Seventeen Thousand Eight Hundred Sixty-Nine and 40/100 Dollars (\$17,869.40). Should there be a change in the scope of work under this AGREEMENT; the fixed fee shall be negotiated with an appropriate adjustment for change in the scope of work. Additional fixed fees, as approved as a portion of Supplemental Engineering Agreements, shall be in addition to the above agreed upon amount. FAA participation in those costs is conditioned on their approval of the increased costs.
2. Total estimate for Bidding and Construction Phase, including fixed fee, for the work under this AGREEMENT shall not exceed One Hundred Fifty-Eight Thousand Six Hundred and Thirty-Nine and 00/100 Dollars (\$158,639.00). This maximum amount is subject to adjustment in the event of any approved increases in scope of service as approved by the CLIENT and the FAA and documented by approved Supplemental Engineering Agreements.

- B. Total Project Fees. Total fees as outlined in above are One Hundred Fifty-Eight Thousand Six Hundred and Thirty-Nine and 00/100 Dollars (\$158,639.00).

Partial payment shall be made for the services performed as the work under this AGREEMENT progresses. Such payment is to be made monthly based on the itemized statements, invoices, or other evidences of performance furnished to and approved by the CLIENT. All claims for payment will be submitted in a form compatible with current practices and acceptable to the CLIENT. Partial payments will include payroll costs, payroll burden and general and administrative overhead, and out-of-pocket expense, plus that portion of the fixed fee which its percentage of completion bears to the total cost of the fully completed work under this AGREEMENT. The CLIENT shall make full payment of the value of such documented monthly service as verified on the monthly statement.

3.02 ADDITIONAL SERVICES

In addition to any and all compensation hereinabove, the CLIENT shall compensate J-U-B for Additional Services, Section 1.03, under a supplemental agreement. These additional services are to be performed or furnished by J-U-B only upon written authorization by the CLIENT.

3.03 COMPENSATION ADJUSTMENT

The Agreement shall be in effect from April 13, 2018 to February 1, 2019. CLIENT agrees to provide J-U-B a notice to proceed with Services within 120 days of the effective date of this Agreement. If the notice to proceed with Services is delayed beyond 120 days from the effective date of this Agreement, or service described will not be completed during the term of this Agreement through no fault of J-U-B, the Agreement shall be amended through mutual negotiation to address both schedule and pricing impacts of the delay. CLIENT understands that any pricing increase may not be grant fundable by FAA.

3.04 ADDITIONAL CONDITIONS OF COMPENSATION

The CLIENT and J-U-B further agree that:

- A. Progress payments shall be made in proportion to services rendered as indicated within this Agreement and shall be due and owing within thirty (30) days of J-U-B's submittal of a monthly statement. Any monies not paid after 30 days when due under this AGREEMENT shall bear a finance charge at the rate of one percent (1%) per month on the balance, until paid.
- B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.
- C. If the PROJECT is delayed, or if J-U-B's service for the PROJECT is delayed or suspended for more than three (3) months for reasons beyond J-U-B's control, J-U-B may, after giving seven (7) days written notice to the CLIENT, terminate this Agreement and the CLIENT shall compensate J-U-B in accordance with the termination provisions contained hereafter in this Agreement..
- D. When the CLIENT directs that competitive bids be taken for construction on alternate designs, where this involves the preparation of designs, plans, and specifications for alternate facilities, the compensation to J-U-B shall be an additional payment to be negotiated at the time the CLIENT directs that alternative designs, plans, and specifications be prepared, subject to FAA review and approval.
- E. No deductions shall be made from J-U-B's compensation on account of penalty, liquidated damages, or other sums that may be withheld from payments to Contractors.

ARTICLE 4 GENERAL PROVISIONS

4.01 OWNERSHIP OF DOCUMENTS

Upon the request of the CLIENT, J-U-B shall furnish the CLIENT copies of all maps, plots, drawings, estimate sheets, and other contract documents required for the PROJECT provided J-U-B has been paid in full for the work. Upon the request of the CLIENT and the completion of the work specified herein, all material documents acquired or produced by J-U-B in conjunction with the preparation of the plans shall be delivered to and become the property of the CLIENT providing no future use of said documents or portions thereof shall be made by the CLIENT with J-U-B's name or that of J-U-B ENGINEERS, Inc., attached thereto. Final submittal of J-U-B's work product shall be in hard-copy format and no electronic design files will be submitted as part of the PROJECT, unless expressly requested.

Reuse of any of the above-said documents by the CLIENT on extensions of this PROJECT or on any other project without written permission of J-U-B shall be at the CLIENT'S risk, and the CLIENT agrees to defend, indemnify, and hold harmless J-U-B from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse of said documents by the CLIENT or by others acting through the CLIENT.

J-U-B shall retain an ownership interest in PROJECT documents that allows their reuse of non-proprietary information on subsequent projects at J-U-B's sole risk.

4.02 DELEGATION OF DUTIES

Neither the CLIENT nor J-U-B shall delegate, assign, sublet or transfer his duties under this Agreement without the written consent of the other.

4.03 TERMINATION

A. TERMINATION FOR CONVENIENCE

The CLIENT may, by written notice to the J-U-B, terminate this Agreement for its convenience and without cause or default on the part of J-U-B. Upon receipt of the notice of termination, except as explicitly directed by the CLIENT, J-U-B must immediately discontinue all services affected.

Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- 1) **Termination by CLIENT:** The CLIENT may terminate this Agreement in whole or in part, for the failure of J-U-B to:

- a. Perform the services within the time specified in this contract or by CLIENT approved extension;
- b. Make adequate progress so as to endanger satisfactory performance of the Project;
- c. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination J-U-B must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CLIENT determines J-U-B was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CLIENT issued the termination for the convenience of the CLIENT.

2) Termination by J-U-B: J-U-B may terminate this Agreement in whole or in part, if the CLIENT:

- a. Defaults on its obligations under this Agreement;
- b. Fails to make payment to J-U-B in accordance with the terms of this Agreement;
- c. Suspends the Project for more than 180 days due to reasons beyond the control of J-U-B.

Upon receipt of a notice of termination from J-U-B, CLIENT agrees to cooperate with J-U-B for the purpose of terminating the agreement or portion thereof, by mutual consent. If CLIENT and J-U-B cannot reach mutual agreement on the termination settlement, J-U-B may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CLIENT'S breach of the contract.

In the event of termination due to CLIENT breach, the Engineer is entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by J-U-B through the effective date of termination action. CLIENT agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

4.04 GENERAL

- A. Should litigation occur between the two parties relating to the provisions of this Agreement, court costs and reasonable attorney fees incurred shall be borne by their own party.
- B. Neither party shall hold the other responsible for damage or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
- C. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One (1) or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.

- D. J-U-B shall render its services under this AGREEMENT in accordance with generally accepted professional practices and Standard of Care. J-U-B makes no other warranty for the work provided under this AGREEMENT.
- E. Any opinion of the estimated construction cost prepared by J-U-B represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since J-U-B has no control over the cost of labor and material, or over competitive bidding or market conditions, J-U-B does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to the CLIENT.
- F. In soils investigation work and determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this AGREEMENT.
- G. Any notice or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the CLIENT at 50 State Route 305, Battle Mountain, NV 89820 and to J-U-B at 250 So. Beechwood Avenue, Boise, Idaho, 83709. Either party, the CLIENT or J-U-B, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.
- H. J-U-B has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work including, but not limited to, aircraft safety precautions, shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

4.05 MEDIATION BEFORE LITIGATION

In an effort to resolve any conflicts that arise during the design and construction of the PROJECT or following the completion of the PROJECT, the CLIENT and J-U-B agree that all disputes between them arising out of or relating to this AGREEMENT or the PROJECT, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation as a condition precedent to litigation unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors and consultants on the PROJECT, and also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators on the PROJECT, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

This Contract shall be governed by and interpreted under the laws of the State of Nevada. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this Contract that the form, venue and jurisdiction in that particular action shall be in Lander County, Nevada.

4.06 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and J-U-B.

4.07 BREACH OF CONTRACT TERMS (49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the J-U-B or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

CLIENT will provide J-U-B written notice that describes the nature of the breach and corrective actions the J-U-B must undertake in order to avoid termination of the contract. CLIENT reserves the right to withhold payments to Contractor until such time the J-U-B corrects the breach or the CLIENT elects to terminate the contract. The CLIENT's notice will identify a specific date by which J-U-B must correct the breach. CLIENT may proceed with termination of the contract if the J-U-B fails to correct the breach by deadline indicated in the CLIENT's notice.

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

4.08 CONSTRUCTION CONTRACTOR'S RESPONSIBILITY

Visits to the construction site and observations made by J-U-B's design staff as part of their services shall not relieve the construction Contractor of his obligation to conduct comprehensive inspection of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not relieve the construction Contractor of his full responsibility for all construction means, methods, techniques, sequences and procedures necessary for coordination and completing all portions of the work under the construction contract and for all safety precautions related thereto. Such visits by J-U-B's design staff are not to be construed as part of the observation duties of the on-site observation personnel defined in other parts of this Agreement.

4.09 FUNCTION OF ON-SITE OBSERVATION AND PERSONNEL

If the scope of services includes construction engineering, J-U-B may be required to act as the Resident Engineer on the PROJECT. When so stipulated, the Resident Engineer and on-site observation personnel will make reasonable efforts to guard the CLIENT against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the Contract Documents are being fulfilled. When construction engineering is included as services of this agreement, Standard Exhibit A – Construction Phase Services, attached, outlines the specific responsibilities of J-U-B, acting as the Resident Engineer during construction. Their day-to-day observation will not, however, cause J-U-B to be responsible for those duties and responsibilities that belong to the construction Contractor and that include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions related to the construction and commissioning of the work.

**ARTICLE 5
SPECIAL PROVISIONS**

5.01 INSURANCE AND INDEMNITY

- A. J-U-B's Insurance. J-U-B agrees to procure and maintain, at its expense, Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damages, and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Contract caused by negligent acts, errors, or omissions for which J-U-B is legally liable, subject to and limited by the provisions in Subsection 5.01D, "Allocation of Risks", if any. J-U-B shall deliver to the CLIENT, prior to execution of the AGREEMENT by the CLIENT and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. J-U-B shall acquire and maintain statutory workmen's compensation coverage. Thirty (30) days advance notice will be given in writing to the CLIENT prior to the cancellation, termination, or alteration of said policies of Insurance.
- B. Indemnification by J-U-B. To the fullest extent permitted by law, J-U-B shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of CLIENT, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of J-U-B or J-U-B's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by CLIENT and J-U-B in Subsection 5.01D, "Allocation of Risks," if any.
- C. Indemnification by CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless J-U-B, J-U-B's officers, directors, partners, agents, employees, and Consultants from and against any and all claims costs, losses, and damages (including but not limited to all fees and charges of J-U-B, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of CLIENT or CLIENT's officers, directors, or employees, retained by or under contract to the CLIENT with respect to this AGREEMENT or to the PROJECT.
- D. Allocation of Risks. The CLIENT and J-U-B have discussed the risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of One Million Dollars (\$1,000,000). Such causes include, but are not limited to J-U-B's negligence, errors, omission and strict liability. Neither CLIENT nor J-U-B shall be responsible for incidental, indirect or consequential damages.
- E. J-U-B reserves the right to obtain the services of other consulting engineers and consultants experienced in airport work to prepare and execute a portion of the work that relates to the PROJECT.
- F. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B.

5.02 CERTIFICATION OF J-U-B AND CLIENT

- A. The CLIENT and J-U-B hereby certify that J-U-B has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract, to:
 - 1. employ or retain, or agree to employ or retain, any firm or persons; or
 - 2. pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.
- B. A signed "Certificate for Contracts, Grants, Loans, and Cooperative Agreements" is included with this agreement.

5.03 SUCCESSORS AND ASSIGNMENTS

- A. The CLIENT and J-U-B each binds himself, his partners, successors, executors, administrators and assigns to the other parties to this Agreement, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.
- B. It is understood by the CLIENT and J-U-B that the FAA is not a party to this Agreement and will not be responsible for engineering costs except as should be agreed upon by the CLIENT and the FAA under a Grant Agreement for the PROJECT.
- C. This Agreement may not be assigned except upon written consent of the CLIENT.

ARTICLE 6 FEDERAL ASSURANCES

6.01 CIVIL RIGHTS GENERAL

J-U-B agrees that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds J-U-B and sub-tier consultants from the solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

6.02 CIVIL RIGHTS TITLE VI - NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, J-U-B, for itself, subconsultants, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations. J-U-B will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Non-discrimination. J-U-B, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. J-U-B will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by J-U-B for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier will be notified by J-U-B of J-U-B's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports. J-U-B will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records,

accounts, other sources of information, and its facilities as may be determined by the CLIENT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities, and instructions. Where any information required of J-U-B is in the exclusive possession of another who fails or refuses to furnish this information, J-U-B will so certify to the CLIENT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance. In the event of J-U-B's noncompliance with the non-discrimination provisions of this contract, the CLIENT will impose such contract sanctions as it or the FAA, may determine to be appropriate, including, but not limited to:
1. withholding of payments to J-U-B under the contract until J-U-B complies, and/or
 2. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. J-U-B will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. J-U-B will take such action with respect to any subcontract or procurement as the CLIENT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if J-U-B becomes involved in, or is threatened with, litigation by a subconsultant or supplier as a result of such direction, J-U-B may request the CLIENT to enter into such litigation to protect the interests of the CLIENT. In addition, J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

6.03 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, J-U-B, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

6.04 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26)

- A. The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Lander County to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The CLIENT encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.
- B. Contract Assurance (§26.13). J-U-B shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. J-U-B shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by J-U-B to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- C. Prompt Payment (§26.29). J-U-B agrees to pay each consultant under this agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment J-U-B receives from the CLIENT. J-U-B agrees further to return retainage payments to each subconsultant within 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CLIENT. This clause applies to both DBE and non-DBE subconsultants.

6.05 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A)

- A. No Federal appropriated funds shall be paid, by or on behalf of J-U-B, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal grant, contract, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, loan, grant, or cooperative agreement, J-U-B shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. J-U-B shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

6.06 EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, J-U-B agrees as follows:

- (1) J-U-B will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. J-U-B will take affirmative action to ensure that applicants are

employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. J-U-B agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) J-U-B will, in all solicitations or advertisements for employees placed by or on behalf of the J-U-B, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) J-U-B will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the J-U-B's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) J-U-B will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) J-U-B will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the J-U-B's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and J-U-B may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) J-U-B will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. J-U-B will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event J-U-B becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

6.07 ACCESS TO RECORDS AND REPORTS

J-U-B must maintain an acceptable cost accounting system. J-U-B agrees to provide the CLIENT, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of J-U-B which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. J-U-B agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

6.08 TRADE RESTRICTION CERTIFICATION (49 CFR Part 30)

By submission of an offer, J-U-B certifies that with respect to this solicitation and any resultant contract, the Offeror -

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- C. has not entered into any subcontract for any product to be used on the Federal public works project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

J-U-B must provide immediate written notice to the CLIENT if the J-U-B learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. J-U-B shall require subconsultants provide immediate written notice to J-U-B if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a subconsultant:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- 2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- 3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J-U-B agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. J-U-B may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the J-U-B has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that J-U-B or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the CLIENT cancellation of the contract or subcontract for default at no cost to the CLIENT or the FAA.

6.09 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

J-U-B certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. For each lower tier subcontract that exceeds \$25,000 as a "covered transaction", J-U-B shall verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. J-U-B will accomplish this by:

- 1) Checking the System for Award Management at website: <http://www.sam.gov>

- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

6.10 TAX DELINQUENCY AND FELONY CONVICTIONS

J-U-B certifies, by submission of this proposal or acceptance of this contract, that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

J-U-B further represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

6.11 OCCUPATIONAL HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. J-U-B shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. J-U-B retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). J-U-B will address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

6.12 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

J-U-B has full responsibility to monitor compliance to the referenced statute or regulation. J-U-B will address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

6.13 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), J-U-B and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

6.14 TEXTING WHILE DRIVING.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" and DOT Order 3902.10 "Text Messaging While Driving" FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

J-U-B has in place a policy within the J-U-B Accident Prevention plan that prohibits all employees from texting and driving. J-U-B shall include these policies in each third party subcontract involved on this project.

6.15 HUMAN TRAFFICKING

- A. J-U-B, J-U-B's employees, and subcontractors may not engage in severe forms of trafficking in persons during the period of time that the FAA award is in effect, procure a commercial sex act during the period of time that the award is in effect, or use forced labor in the performance of the award or sub-awards under the award.
- B. For the purpose of this award term, "employee" includes:
 - 1. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award
 - 2. Another person engaged in the performance of the project or program under this award and not compensated by you, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- C. For the purposes of this award term only, "forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- D. For the purposes of this award term only, "severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

6.16 ENERGY CONSERVATION

J-U-B and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

6.17 PROHIBITION OF SEGREGATED FACILITIES

- (1) J-U-B agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. J-U-B agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (2) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (3) J-U-B shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

6.18 CLEAN AIR AND WATER POLLUTION CONTROL

J-U-B agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). J-U-B agrees to report any violation to the CLIENT immediately upon discovery. The CLIENT assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

J-U-B will include this requirement in all subcontracts that exceed \$150,000.

IN WITNESS WHEREOF, the CLIENT and J-U-B hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT:

LANDER COUNTY, NEVADA

ATTEST

BY: _____

Name: _____

Title: _____

Name: _____

Title: _____

:

J-U-B:

J-U-B ENGINEERS, Inc.

ATTEST

By: _____

Name: **Brian Smith**

Title: **Vice President**

Name: _____

Title: _____

*Applicable
Attachments
or Exhibit to
this
Agreement
are indicated
as marked*

- ☐ **Attachment 1 – Scope of Services**
- ☐ **Attachment 2 - Fee Breakdown**
- ☐ **Attachment 3 – Special Provisions**
- ☐ **Exhibit A – Construction Phase Services**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: _____
Sponsor's Authorized Representative

Date: _____

Title: _____



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

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client Name: Lander County, Nevada

Project: Realign Taxiway C

The FAA Agreement for Professional Services dated April 12, 2018 is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'FAA Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Yes | 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers. |
| <input type="checkbox"/> No | |
| <input checked="" type="checkbox"/> Yes | 2. Pre-Construction Conference. Participate in a pre-construction conference. |
| <input type="checkbox"/> No | |

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:
- ☒ Yes
☐ No
- a. Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.
- ☐ Yes
☐ No
- b. Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
- ☒ Yes
☐ No
4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- ☒ Yes
☐ No
5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- ☒ Yes
☐ No
6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
- ☒ Yes
☐ No
7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- ☒ Yes
☐ No
8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.
- ☒ Yes
☐ No
9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).
- ☒ Yes
☐ No

- ☒ Yes 10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- ☐ No
-
- ☒ Yes 11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- ☐ No
-
- ☒ Yes 12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- ☐ No
-
- ☒ Yes 13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- ☐ No
-
- ☒ Yes 14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- ☐ No
-
- ☒ Yes 15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- ☐ No

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- | | |
|--|--|
| <input type="checkbox"/> Yes
<input checked="" type="checkbox"/> No | 1. <i>Testing/Adjusting Systems.</i> Provide assistance in connection with the testing and adjusting of equipment or systems. |
| <input type="checkbox"/> Yes
<input checked="" type="checkbox"/> No | 2. <i>Operate/Maintain Systems.</i> Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems. |
| <input type="checkbox"/> Yes
<input checked="" type="checkbox"/> No | 3. <i>Control Procedures.</i> Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems. |
| <input type="checkbox"/> Yes
<input checked="" type="checkbox"/> No | 4. <i>O&M Manual.</i> Assist CLIENT in preparing operating, maintenance, and staffing manuals. |
| <input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No | 5. <i>Defective Work.</i> Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present. |
| <input type="checkbox"/> Yes
<input checked="" type="checkbox"/> No | 6. <i>Record Surveying.</i> Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings. |
| <input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No | 7. <i>Record Drawings.</i> Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor. |
| <input type="checkbox"/> Yes
<input checked="" type="checkbox"/> No | 8. <i>Warranty Inspection.</i> In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction. |
| <input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No | 9. <i>Additional Tasks.</i> Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement. |

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
 - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
 - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
 - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.

11. *Reports.*

- a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
- d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

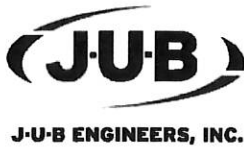
1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION –

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.



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

Attachment 1 – Scope of Services

CLIENT: Lander County, Nevada

PROJECT: Realign a Portion of Taxiway C (Approx. 800'). Remark Runways 3/21 and 12/30 Designators (Magnetic Variation). Install Segmented Circle, Lighted Wind Cone, and Supplemental Wind Cones. (Bidding & Construction)

A.I.P. # 3-32-0001-027-2018

Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'FAA Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

PROJECT DESCRIPTION

FAA AIP 3-32-0001-027-2018 includes the Bidding, Construction, and Project Closeout Engineering Services for the Realignment of a Portion of Taxiway C. Remark Runways 3/21 and 12/30 Designators due to Magnetic Variation. Install Segmented Circle, Lighted Wind Cone, and Supplemental Wind Cones. (Bidding & Construction) at the Battle Mountain Airport

SCOPE OF SERVICES

J-U-B's Services under this Agreement are limited to the following:

A. Project Formulation Phase:

1. Conduct a Predesign meeting with CLIENT and FAA at the CLIENT's office. The meeting will be held to determine the scoping items that will need to be addressed during the project. The FAA Predesign Conference Checklist will be the guide for project discussions. Minutes of the Predesign meeting will be compiled and forwarded to the FAA and CLIENT. Predesign meeting will be held in the office of the Lander County Director with FAA on conference call.
2. Assist the CLIENT with the Project Scope development and formulation. J-U-B will prepare a Scope of Services narrative and detailed description of all work tasks for CLIENT and FAA review and approval. Discuss review comments and revise accordingly.
3. Upon approval of the Scope of Services, J-U-B will prepare a listing of work tasks in a spreadsheet with "empty cells" for person-hours, hourly rates, expenses, and costs. This spreadsheet will be used for both J-U-B and the Independent Fee estimates. J-U-B shall prepare a detailed cost proposal on the spreadsheet based on estimates of work to accomplish the Scope of Services.
4. Assist CLIENT with Record of Negotiations documentation. J-U-B shall provide the CLIENT and the Independent Fee Estimator (IFE) with a blank person-hour spreadsheet, Scope of Services, and overall project estimate. If the estimator is located in Boise, the meeting will be held face to face in Boise. One formal meeting will be held to assist the IFE to better understand the project. The meeting will be accomplished by teleconference.
5. Prepare an Agreement for Professional Services for submittal and review by the CLIENT and FAA, including the "FAA PROFESSIONAL SERVICE AGREEMENT CHECKLIST". The Agreement shall be comprehensive in description of services and responsibilities of all contract parties.
6. Assist CLIENT with preparation and submittal of a FAA Grant Application for Federal Assistance for the project, including estimated project costs and drawings.
7. Assist CLIENT in the submittal of FAA Sponsor Certifications. These include the "Selection of Consultants", "Project Plans and Specifications", "Drug Free Workplace", "Equipment/Construction Contracts", "Certification

Regarding Lobbying", "Construction Project Final Acceptance", "Certification of Disclosure Regarding Potential Conflicts of Interests" and "Real Property Acquisition".

8. Prepare and submit five (5) FAA Quarterly Performance Reports throughout the project and a Federal Annual Performance Report (SF 425).
9. Analyze opportunities for Disadvantaged Business Enterprise (DBE) participation during construction and develop a project specific goal for FY 2018 for the ACIP projects for the Battle Mountain Airport. Also since 2019 through 2021 goals are due in August per DBE guidance, this project specific effort will be included in this scope of work. For each, coordinate a DBE conference call by contacting various Chambers of Commerce asking them to advertise that there will be a conference call for anyone interested in the DBE goal setting methodology for this project. Contact specific DBE's in the area that could be interested in bidding the project. The conference call would be a 2-hour window, monitored via speaker phone and respond if anyone does call in. Coordinate CLIENT DBE Goal Advertisements for the new goals on the CLIENT's website for a minimum of 30 days. Finalize and submit new goals to FAA Civil Rights office, notify FAA ADO in writing once goal has been submitted and approved.
10. Attend four (4) meetings with the Lander County Commissioners during the bidding and construction of the project in order to keep Airport personnel and management abreast of the progress of the project. Discussions concerning project phasing, budget and schedule updates and to get the appropriate documents signed by the County.
11. Assist CLIENT in preparation and processing of monthly Request for Reimbursement (RFR) by submitting data as described. It is anticipated that the CLIENT will prepare and process eight (8) monthly sets of RFR 'packages' for this project. J-U-B will provide documentation of costs for the CLIENT's use in performing the Request for Reimbursements including consultant invoices, reimbursement spreadsheet and pay requests.

B. Bidding Phase:

1. Administer the public bid advertisement process including bid document reproduction and distribution of documents to plan rooms, contractors and suppliers. Submit advertisements to appropriate newspaper(s) and trade magazines as required for publication. Maintain a "bidders list" and distribute plans as requested. Fees for Plan & Specification Reproduction shall be reflected in the "Printing" line below.
2. Provide Pre-Bid Conference coordination to familiarize bidders and interested parties with the construction project scope and requirements. Prepare a detailed agenda and displays, prepare and issue conference minutes. It is anticipated that J-U-B will conduct this meeting at the Airport.
3. Prepare Bid Addendums. Addenda are normally required in response to Contractor questions and/or design changes initiated by the CLIENT and/or the FAA. Engineering estimate includes costs for the preparation of two Addendums.
4. Respond to questions that arise during the Contractor's or supplier's bid preparation process.
5. Assist the CLIENT in conducting the project Bid Opening as required, including preparation of a Project Bid Summary. It is anticipated that J-U-B will assist the Owner with this meeting (but not attend) at the Lander County courthouse.
6. Prepare detailed Bid Tabulations documenting bid results and submit to CLIENT and the FAA.
7. Assist the CLIENT with review and analysis of bids received. J-U-B will determine his opinion on "responsiveness" of bid submittal. Provide letter of recommendation of award along with price/cost analysis (in accordance with FAA Order 5138D-FAA Handbook) to CLIENT. Advise the CLIENT of possible action in cases where bids exceed budget for the work to be performed by the Contractor.

C. Construction Phase:

1. Prepare and distribute Notice of Award, Construction Agreement and other Contract Documents. Review Construction Agreement, bonds and insurance documents submitted by Contractor, and assist CLIENT and Contractor in processing documents for the project.
2. Coordinate with FAA and the CLIENT throughout the award process. Submit bid documentation including copies of all executed Contract Documents as required by the FAA.
3. Provide Pre-Construction coordination; prepare a detailed Pre-Construction Conference agenda and displays; conduct a Pre-Construction Conference on behalf of the CLIENT and prepare and issue minutes of the Pre-Construction Conference; include FAA items in conference agenda. It is anticipated that J-U-B will conduct this meeting at the Airport.
4. Review the Contractor's Work Schedule and verify that it is consistent with the requirements of the Contract Documents. Coordinate construction activity schedule with CLIENT and Airport operations.

5. Notify Planning and Requirements 45 days in advance for runway closures at the airport using the NAS Strategic Event Interruptions Agreement form.
6. Review submitted shop drawings, Safety Plan Compliance Document (SPCD), Quality Control Plan and all submittals required by the Contract Documents. Comment and return all submittals to Contractor for their use and/or revisions and resubmittal.
7. Organize and conduct weekly construction meetings with CLIENT, Contractor and others as appropriate. The Resident Project Representative will hold these meetings on the construction site.
8. Provide one full-time project representative to monitor and document construction activities as appropriate. It is anticipated that J-U-B will provide a Resident Project Representative for a period of 43 working days at 10 hours per day plus 36 hours travel time. In addition, the Project Manager or Project Engineer will visit the site five days for 8 hours per day visit plus six-hour drive time each trip for 3 trips to provide construction review.
9. Provide office administration support and assistance to the Resident Project Representative with the Project Manager or Office Administration as field activities may require.
10. J-U-B shall receive and review the Contractor's monthly requests for payment. J-U-B shall determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction.
11. Monitor and coordinate Contractor Quality Control Testing Program pursuant to current FAA specifications for Quality Control and Quality Assurance. It is anticipated that J-U-B will monitor and test for Quality Assurance testing on asphalt placement only, through the use of a subconsultant. Fees for the Geotechnical Testing Firm Subconsultant shall be reflected in the "Subconsultant" line below.
12. Assist CLIENT with review of Contractor Wage and EEO documentation review. Conduct Wage interviews with Contractor personnel as required.
13. Coordinate with CLIENT and FAA throughout the construction process. Submit required construction documentation, including weekly activity report forms, mix designs, change orders, etc. Coordinate with CLIENT and FAA verbally concerning change orders, as required.
14. Construction staking shall be provided by the contractor as part of the construction contract. J-U-B will provide benchmarks and horizontal control points for the contractor's use. Prior to start of construction, J-U-B survey crew will provide survey check to confirm control still has not been altered prior.
15. Prepare Contract Change Order/Supplemental Agreements in accordance with FAA ARP SOP 7.0 (for Change Orders) and AIP Handbook (for Supplemental Agreements). Conduct services associated with evaluation, negotiation, and preparation and processing of Contract Change Orders or Supplemental Agreements. Cost estimate is based on the production of two Change Orders.
16. Conduct final and substantial completion inspections. The project will be constructed in three phases. With the completion of each phase a substantial completion and punch list will be performed. Therefore, two substantial completions and a combined final completion will take place during the project. Produce substantial and final completion inspection certificates and field review and documentation of "punch list" items.
17. Prepare Record drawings of As Constructed revisions to Design and Construction Drawings for project improvements as provided by the Contractor. Provide CLIENT and FAA with copies of Record Drawings and one electronic copy to be submitted to the FAA as required. Provide CLIENT with one set of prints of Record Drawings.

D. Project Close Out Phase:

1. Prepare the final project report and close-out documents according to FAA requirements and submit to CLIENT and FAA.
2. Prepare an Airport Layout Plan Set (ALP) Revision to document improvements. J-U-B will revise the ALP to show new development at the airport since the previous update. A draft copy of the revised ALP and ALP Checklist will be submitted to the FAA and CLIENT for review. Upon review and comment changes, copies will be distributed to the FAA and CLIENT for signatures.
3. Report Disadvantaged Business Enterprise (DBE) project participation annual report to FAA dbE-Connect including all calculations and background information for review and approval.
4. Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit. In addition to finding appropriate project files, answer questions as required.
5. Update 5010 and Facilities Directory to facilitate change to runway designators and alignment of Taxiway C as required.

6. Conduct as-built AGIS survey for new sign descriptions, new runway designator marking and Taxiway C alignment for input into NGS website. Survey acquisition will be performed for this project in accordance with AC 150/5300-16A, 17C, 18B. Tasks for this element are based on the Table 2.1 column Navigational Aid Siting (Visual) from AC 150/5300-18B. The Airport will provide site information and access to the site. All survey data shall be tied to the National Spatial Reference System (NSRS). Survey notes and records will be prepared in accordance with industry standards of practice. The general scope of the AGIS work will include the following:
- J-U-B will assist the airport sponsor in establishing a new airport survey project on the Airports Geographic Information System (AGIS) website at <https://airports-gis.faa.gov>.
 - J-U-B will prepare and submit a Statement of Work (SOW) for the survey project to the AGIS website prior to commencement of fieldwork.
 - J-U-B will develop and submit a Survey and Quality Control Plan (SQCP) to the (AGIS) website for the project. No fieldwork will be performed prior to review and acceptance of the plans by the governing agencies.
 - J-U-B will meet with field crews, engineers, and airport staff to conduct airport interviews and prepare documentation of survey conditions and procedures in accordance with AC 150/5300-18B.
 - J-U-B will observe existing geodetic control according to guidelines established in AC 150/5300-16A. Establish a tie to the NSRS by verifying the existing Primary and Secondary Airport Controls stations in accordance with AC 150/5300-18B section 2.6.10.1.1.
 - J-U-B will survey, validate and document the position and elevation along the R/W centerline where adjacent hold signs and marking are perpendicular (point abeam) to the R/W centerline.
 - J-U-B will document features requiring appropriate photos, and preparing required sketches. Processing collected data and preparing for upload to AGIS website.
 - J-U-B will process all surveyed and mapped features and obstructions to be delivered in the Airport GIS geodatabase schema and then upload survey data to the AGIS website to include matrix items listed in AC 150/5300-18B, Table 2-1 Navigational Aid Siting (Visual) column.
 - J-U-B will develop and provide the Final Survey Report with appropriate documentation to the AGIS project website for the airport survey project.

Exceptions:

No SMS plan is required on this project during the design or other portions of the project.

No DBE plan will need to be submitted for the Battle Mountain Airport.

No Construction Management Plan is required for this project paving costs are less than \$500,000

No Environmental study will be needed for this project as it was completed during the design of the project (AIP -026).

SubConsultants:

Quality Assurance Testing will be performed by a subcontractor as noted in item C. 11 above.

ATTACHMENT 2

PROJECT TITLE:		Realign a Portion of Taxiway C (Approx. 800'). Remark Runways 3/21 and 12/30 Designators (Magnetic Variation). Install Segmented Circle, Lighted Wind Cone, and Supplemental Wind Cones. (Bidding & Construction)											
CLIENT:		Lander County, Nevada											
JOB NUMBER:		10-17-164											
DATE:		February 10, 2018											
J-U-B's Proposed Engineering Costs													
		Project		GIS		Survey		2- Person Survey		Con.			
TASK		Principal	Manager	Engineer	Manager	EIT	PLS	Crew	Observer	Clerical	Trips	TOTAL	TASK COSTS
NO	PROJECT TASK	\$198.00	\$180.58	\$111.65	\$129.72	\$82.65	\$130.62	\$150.00	\$82.65	\$86.16		HRS	
A. Project Formulation Phase													
1	Conduct Pre-Design Meeting	0	4	0	0	4	0	0	0	0	0	8	\$1,052.92
2	Project Scope Development & Formulation	1	8	0	0	4	0	0	0	0	0	13	\$1,973.24
3	Prepare Cost Proposal	1	8	0	0	0	0	0	0	0	0	9	\$1,642.64
4	Assist with Record of Negotiations	0	4	0	0	0	0	0	0	0	0	4	\$722.32
5	Prepare Professional Service Agreement	0	4	4	0	0	0	0	0	0	0	8	\$1,168.92
6	Prepare FAA Grant Application	0	4	6	0	2	0	0	0	0	0	12	\$1,557.52
7	Prepare FAA Sponsor Certifications	0	2	2	0	4	0	0	0	0	0	8	\$915.06
8	Prepare Quarterly Performance Reports	0	0	8	0	0	0	0	0	0	0	8	\$893.20
9	Analyze DBE Opportunities/Goals	0	8	40	0	0	0	0	0	12	0	60	\$6,944.56
10	Progress Meetings with Commissioners (4)	0	12	12	0	0	0	0	0	0	4	24	\$3,506.76
11	Prepare Requests for Reimbursement	0	4	0	0	0	0	0	0	16	0	20	\$2,100.88
B. Bidding Phase													
1	Administer Bid Advertisement Process	0	2	4	0	0	0	0	0	4	0	10	\$1,152.40
2	Conduct Pre-Bid Conference	0	10	0	0	0	0	0	0	0	1	10	\$1,805.80
3	Prepare Bid Addendums	0	2	8	0	0	0	0	0	2	0	12	\$1,426.68
4	Respond to Contractor's Bid Questions	0	4	8	0	0	0	0	0	0	0	12	\$1,615.52
5	Assist with Bid Opening	0	8	0	0	0	0	0	0	0	1	8	\$1,444.64
6	Prepare Bid Tabulations	0	0	2	0	0	0	0	0	2	0	4	\$395.62
7	Review and Analyze Bids	0	2	4	0	0	0	0	0	0	0	6	\$807.76
C. Construction Phase													
1	Prepare Construction Agreement Documents	0	2	6	0	0	0	0	0	0	0	8	\$1,031.06
2	Coordinate with FAA & Client on Award	0	2	0	0	4	0	0	0	0	0	6	\$691.76
3	Conduct Pre-Construction Conference	0	2	12	0	0	0	0	8	0	2	22	\$2,362.16
4	Review & Coordinate Contractor Schedule	0	0	2	0	0	0	0	2	0	0	4	\$388.60
5	Prepare Strategic Event Interruption Form	0	0	4	0	0	0	0	0	0	0	4	\$446.60
6	Review Shop Drawings & Submittals	0	2	8	0	0	0	0	0	0	0	10	\$1,254.36
7	Conduct Weekly Construction Meeting	0	0	0	0	0	0	0	8	0	0	8	\$661.20
8	Provide Project Obs. (43 working days)	0	29	29	0	0	0	0	466	0	9	524	\$46,989.57
9	Provide Office Administration Support	0	4	16	0	0	0	0	0	6	0	26	\$3,025.68
10	Review Contractor's Pay Request	0	2	4	0	0	0	0	0	6	0	12	\$1,324.72
11	Monitor & Coordinate QC/QA Testing	0	2	4	0	0	0	0	4	0	0	10	\$1,138.36
12	Review Contractor Wage & EEO Docs	0	0	8	0	0	0	0	0	0	0	8	\$893.20
13	Coordinate w/ FAA & Client	0	6	0	0	0	0	0	0	0	0	6	\$1,083.48
14	Provide Survey Control	0	0	0	0	0	2	10	0	0	1	12	\$1,761.24
15	Prepare Construction Change Orders	0	2	8	0	0	0	0	0	0	0	10	\$1,254.36
16	Conduct Final & Substantial Completion	0	8	0	0	0	0	0	0	0	1	8	\$1,444.64
17	Prepare Record Drawings	0	2	0	0	0	0	0	8	0	0	10	\$1,022.36
D. Project Close Out Phase													
1	Prepare Final Project Report	0	4	14	0	0	0	0	12	4	0	34	\$3,621.86
2	Update ALP Set	0	2	4	0	0	0	0	4	0	0	10	\$1,138.36
3	Report DBE Project Participation	0	2	6	0	0	0	0	0	0	0	8	\$1,031.06
4	Assist with A-133 Audit	0	4	0	0	0	0	0	0	0	0	4	\$722.32
5	Update 5010 and Facilities Directory	0	0	2	0	0	0	0	0	0	0	2	\$223.30
6	Conduct AGIS Survey	0	2	20	9	0	50	28	0	0	1	109	\$14,492.64

ATTACHMENT 2

PROJECT TITLE:		Realign a Portion of Taxiway C (Approx. 800'). Remark Runways 3/21 and 12/30 Designators (Magnetic Variation).											
CLIENT:		Lander County, Nevada											
JOB NUMBER:		10-17-164											
DATE:		February 10, 2018											
J-U-B's Proposed Engineering Costs													
2-Person													
		Project		GIS		Survey		Survey		Con.		TASK	
TASK		Principal	Manager	Engineer	Manager	EIT	PLS	Crew	Observer	Clerical	Trips	TOTAL	COSTS
NO	PROJECT TASK	\$198.00	\$180.58	\$111.65	\$129.72	\$82.65	\$130.62	\$150.00	\$82.65	\$86.16		HRS	
LABOR:													
Labor + Direct Overhead Subtotal		2	163	245	9	18	52	38	512	52	20	1091	\$119,129.33
Fixed Fee												15.0%	\$17,869.40
Total Labor + Overhead + Fixed Fee													\$136,998.73
		Cost				Trip							
EXPENSES:		Per Unit	Trips	Hours		Miles		Markup					
Lodging		\$100.00				43		1.0				\$4,300.00	
Per Diem		\$41.00				64		1.0				\$2,624.00	
Mileage		\$0.535	20			620		1.0				\$6,634.00	
Survey Equipment Rate		\$20.38		20				1.0				\$407.60	
Printing		\$175.00						1.0				\$175.00	
SUBCONSULTANTS:													
1 Geotechnical Testing Firm - QA Asphalt Testing							\$7,500		1.0				\$7,500.00
		Subtotal - Labor + Overhead + Fixed Fee										\$136,998.73	
		Subtotal - Expenses										\$14,140.60	
		Subtotal - Subconsultants										\$7,500.00	
		Total -										\$158,639.00	

LANDER COUNTY COMMISSIONERS MEETING
4/12/2018

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. State of Nevada. Department of Conservation & Natural Resources.
Groundwater Monitoring and LNAPL Recovery Report- Fourth Quarter
2017.



NEVADA DIVISION OF
**ENVIRONMENTAL
PROTECTION**

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

March 27, 2018

Damon Borden
Alsaker Corporation
P.O. Box 14646
Spokane Valley, WA 99214-0646

Subject: *Groundwater Monitoring and LNAPL Recovery Report – Fourth Quarter 2017*

Facility: Broadway Colt Service Center
660 West Front Street, Battle Mountain, Nevada
Facility ID # 5-000283
Petroleum Fund Case # 2014000004

Dear Mr. Borden:

The Nevada Division of Environmental Protection (NDEP) has received and reviewed the *Groundwater Monitoring and LNAPL Recovery Report – Fourth Quarter 2017* (Report) dated March 19, 2018, for the referenced facility (Site), and provided by Tracy Johnston, Certified Environmental Manager (CEM), of McGinley & Associates (McGinley) on behalf of Battle Mountain Truck Stop, LLC. The Report was received in our Carson City Office on January 17, 2018 and describes the groundwater sampling results and the light non-aqueous phase liquid (LNAPL) recovery activities for the above referenced Site.

The Quarterly Report summarizes the monitoring and sampling of thirty-one Site monitoring wells on October 17th, 2017. It was noted that groundwater samples were not collected from wells with a measurable thickness of LNAPL. Groundwater levels reported ranged from 6.66 feet to 8.09 feet below top of well casings, with the direction of the groundwater gradient to the northwest and ranging from 0.0016 foot/foot to 0.0018 foot/foot. Dissolved gasoline and solvent contaminants remain in groundwater above the US EPA Maximum Contaminant Levels (MCLs) for the following analytes:

- Benzene - < 1.0 – 120 µg/L; exceeded action level (5 µg/L) in 9 of the 20 wells.

The Report summarizes the weekly measurements of LNAPL with thicknesses ranging from 0.01 to 0.22 feet in 7 wells. Approximately 33.4 gallons of LNAPL product was recovered from over the reporting period. It was reported that a total of 1,245.7 gallons of LNAPL have been recovered to date from the facility.

McGinley performed the air sparge and soil vapor extraction pilot testing activities on December 5th and 6th, 2017. Slug testing activities were completed on February 14, 2018. A report documenting the results from the pilot testing and slug testing activities will be submitted under separate cover. McGinley also recommends continuing operations of the LNAPL recovery system and continuing the quarterly groundwater monitoring program.

Mr. Damon Borden
Broadway Colt Service Center
4th Quarterly Groundwater Monitoring Report
Facility ID: 5-000283
Petroleum Fund ID: 2014000004
March 27, 2018; Page 2 of 2

The NDEP concurs with McGinley's recommendations. NDEP also provides the following comment:

1. For future reports please indicate which groundwater monitoring wells were not sampled this quarterly sampling event but were sampled previously and provide a short explanation for why they were not sampled, e.g. MW-14/PRW-3 was sampled previously but not this quarter.

Quarterly reports are due within 30 days of receipt of applicable laboratory data but not later than the 28th of the month following the completed reporting period or **April 28, 2018**. NDEP requests all report documents be submitted in digital portable document format (pdf; e.g., compact disc or e-mail) concurrent with a hardcopy document. Please be advised that NDEP has a 10 megabyte limit for e-mail attachments.

Please contact Michael Friend with any questions or comments at (775) 687-9371 or mpfriend@ndep.nv.gov.

Sincerely,



Michael Friend, P.E.
Professional Engineer
Remediation and LUST Branch
Bureau of Corrective Actions

cc: Jonathan McRae, Supervisor, UST/LUST Branch, NDEP Bureau of Corrective Actions, Carson City, NV
jmcrae@ndep.nv.gov
Todd Croft, Supervisor, Remediation and LUST Branch, NDEP Bureau of Corrective Actions, Las Vegas, NV
teroft@ndep.nv.gov
Frederick "Rick" J. Perdomo, Senior Deputy Attorney General, Office of the Attorney General, Carson City, NV
fperdomo@ag.nv.gov
Justin Fike, McGinley and Associates, Inc., jfike@mcgin.com
Dan Saftner, McGinley and Associates, Inc., dsaftner@mcgin.com

cc: Patsy A. Waits, Lander County Board of Commissioners, 50 State Route 305, Battle Mountain, NV 89820-4300
Bartolo (Bert) Ramos, Public Works Director, 50 State Route 305, Battle Mountain, NV 89820

Adjacent Property Owners:

Battle Mountain Truck Stop LLC, C/O Daniel Alsaker, P.O. Box 14646, Spokane, WA 99214
Bureau of Land Management, 50 Bastion Road, Battle Mountain, NV 89820
NV Energy, P.O. Box 30065, Reno, NV 89520-3065
Southern Pacific Railroad, 915 L Street, Suite 1180, Sacramento, CA 95814
D Thompson Properties, LLC, D. Thompson, 750 NE Columbia Blvd., Portland, OR 97211