

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

April 26, 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 26, 2018 Agenda Notice
- *(2) Approval of March 19, 2018 Budget Workshop Minutes
- *(3) Approval of March 20, 2018 Budget Workshop Minutes
- *(4) Approval of March 22, 2018 Meeting Minutes
- *(5) Approval of March 10, 2018 Special Meeting Minutes
- *(6) Approval of April 12, 2018 Meeting Minutes

- * (7) Approval of the Payment of Bills
- * (8) Approval of Payroll Change Requests

COMMISSIONERS

- * (1) Discussion and possible action to approve/disapprove the contract between The Sidwell Company and Lander County for GIS Data Collection Services in an amount not to exceed \$280,500.00 and authorize the chair to sign, and all other matters properly related thereto.

Public Comment

- * (2) Discussion and possible action regarding a plan of development for Vyper Industries as presented by Vyper representative Nicholas Chapman, and all other matters properly related thereto.

Public Comment

- * (3) Discussion and possible action to approve/disapprove a payment not to exceed \$256,000.00 towards the Highway 50 Project in Austin, and to 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

- * (4) Discussion and possible action to approve/disapprove the request to use the softball fields for an adult softball league and to obtain information on who to contact for issues with fields during use, key access, clarification of guidelines, requirements, etc., and all other matters properly related thereto.

Public Comment

- * (5) Discussion and possible action to approve/disapprove Proclamation 2018-05 in support of Nevada Wildfire Awareness Month for May, 2018, and all other matters properly related thereto.

Public Comment

SHERIFF'S DEPARTMENT

- * (6) Discussion and possible action regarding the Interlocal Agreement between the Lander

County School District, Lander County and the Lander County Sheriff for School Resources Officer services and authorize the chair to sign, and all other matters properly related thereto.

Public Comment

AIRPORT

- *(7) Discussion and possible action to approve/disapprove an increase for the Airport Fuel Flow Fee from \$0.05 to \$0.10 per gallon, and all other matters properly related thereto.

Public Comment

PUBLIC WORKS

- *(8) Discussion and possible action to approve/disapprove 2018 Lander County Road Rehabilitation Project Bid and to consider each of the following:
- a) H.E. Hunnewill Construction Co., Inc.: \$724,318.50 with an Alternate bid of \$179,389.13, totaling \$903,707.63;
 - b) Q&D Construction, LLC: \$929,638.78 with an Alternate bid of \$422,162.00, totaling \$1,351,800.75;
- and all other matters properly related thereto.

Public Comment

COMMISSIONERS

- *(9) Discussion and possible action to approve/disapprove the payment by the County of extended dependent coverage for insurance purposes for Lander County Employees. Lander County Employees with dependents would be required to pay \$60.00 a pay check to be deducted twice a month with Lander County paying the difference, and all other matters properly related thereto.

Public Comment

- *(10) Discussion and possible action to approve/disapprove a plan that allows those County employees without dependents or those County employees that choose not to accept dependent coverage for insurance purposes to receive an amount equal to the average paid out by the County for dependent care coverage. This average amount would be deposited into a HSA employees account for medical purposes only, and all other matters properly related thereto.

Public Comment

- *(11) Discussion and possible action to approve/disapprove the maintenance agreement between Overhead Fire Protection and Lander County for the Lander County Recreation Center, and all other matters properly related thereto.

*Public Comment****FINANCE***

- *(12) Discussion and possible action to approve/disapprove Resolution 2018-04 directing apportionment of marijuana establishment tax received in the month of April, 2018 in the amount of \$88,235.29 to be apportioned to the Indigent Fund, and all other matters properly related thereto.

Public Comment

- *(13) Discussion and possible action regarding Lander County's Tentative Budget for FY 2018/2019 to be submitted to the Department of Taxation, and all other matters properly related thereto.

Public Comment

- *(14) Update on budget review, contracts, financial update, and all other matters properly related thereto.

*Public Comment****CORRESPONDENCE**

- *(15) 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 20th 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 20th day of April, 2018.

Witness



Name of Agenda: Lander County Board of Commissioners Meeting

Date of Meeting: April 26, 2018

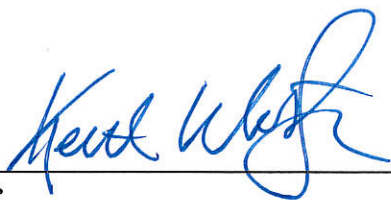
Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

April 26, 2018

APPROVE

Check #106445



Executive Director

COUNTY OF LANDER

HIGH CALIBER GLASS

DATE	INVOICE	AMOUNT	REMARKS
04/12/18	2151 50% DEPOSIT	4,431.00	4/6/18 FILM FOR WINDOWS

CHECK NO 106445 \$4,431.00 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106445

94-7074
3212

PAY TO THE ORDER OF

HIGH CALIBER GLASS

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
04/12/18 **VOID**	106445 **VOID**	\$4,431.00 **VOID**

VOID**4,431DOLLARS AND00CENTS***

HIGH CALIBER GLASS
1220 EAST GREG #6

SPARKS

NV 89431

VOID
NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

April 26, 2018

APPROVE

Check #106471

Executive Director



KEITH WESTENGARD

COUNTY OF LANDER

DATE	INVOICE	AMOUNT	REMARKS
04/12/18	52836012	60.00	6 LAPEL PINS
CHECK NO 106471 \$60.00 **			

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106471

94-7074
3212

PAY TO THE ORDER OF

KEITH WESTENGARD

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
04/12/18 **VOID**	106471 **VOID**	\$60.00 **VOID**

VOID**60DOLLARS AND00CENTS***

KEITH WESTENGARD
746 THORPE DR.

SPRING CREEK

NV 89815

VOID
NON-NEGOTIABLE

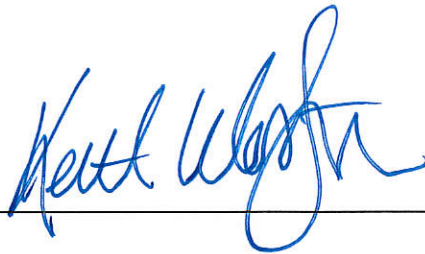
Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

April 26, 2018

APPROVE

Check #106470



Executive Director

**COUNTY OF LANDER
CENTER**

WELLS FARGO PAYMENT

DATE	INVOICE	AMOUNT	REMARKS
04/12/18	8433/0633	1,119.53	4/3/18 PENOLA, A
04/12/18	8433/0719	118.33	4/3/18 BUNCH, L
04/12/18	8433/1697	754.31	4/3/18 SMITH, R
04/12/18	8433/1721	690.79	4/3/18 ETCHEVERRY, G
04/12/18	8433/2582	291.19	4/3/18 TOMERA, P
04/12/18	8433/4152	357.50	4/3/18 SCHACHT, K
04/12/18	8433/4378	2,110.04	4/3/18 WESTENGARD, K
04/12/18	8433/4709	860.19	4/3/18 HERRERA, T
04/12/18	8433/5283	414.08	4/3/18 FULLER, D
04/12/18	8433/9928	1,607.66	4/3/18 WAITS, P
04/12/18	8433/9944	238.90	4/3/18 RAMOS, B

CHECK NO 106470 \$8,562.52 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106470

94-7074
3212

PAY TO THE ORDER OF

WELLS FARGO PAYMENT

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
04/12/18 **VOID**	106470 **VOID**	\$8,562.52 **VOID**

VOID**8,562DOLLARS AND52CENTS***

WELLS FARGO PAYMENT
P O BOX 77066

CENTER

MINNEAPOLIS

MN 55480-7766

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

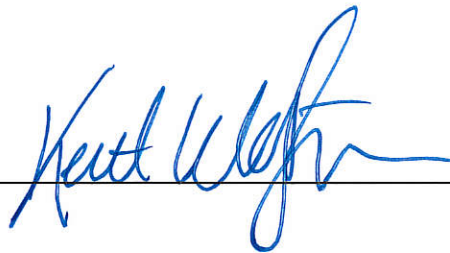
LANDER COUNTY COMMISSION MEETING

April 26, 2018

APPROVE

Check #106468

Executive Director



TETON SIGNS

COUNTY OF LANDER

DATE	INVOICE	AMOUNT	REMARKS
04/12/18	5021	5,700.00	3/19/18 GRAPHICS AMBULANC
04/12/18	5024	2,165.84	11/7/18 BANNERS

CHECK NO 106468 \$7,865.84 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106468

94-7074
3212

PAY TO THE ORDER OF

TETON SIGNS

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
04/12/18 **VOID**	106468 **VOID**	\$7,865.84 **VOID**

VOID**7,865DOLLARS AND84CENTS***

TETON SIGNS
537 SOUTH 5TH STREET

ELKO NV 89801

VOID
NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

April 26, 2018

APPROVE

Check #106461

Executive Director



QUEST MEDIA AND SUPPLIES

COUNTY OF LANDER
INC.

DATE	INVOICE	AMOUNT	REMARKS
04/12/18	465727	55,845.00	3/2/18 COUNTY CONTRACT
04/12/18	465728	22,285.00	3/2/18 SHERIFF CONTRACT

CHECK NO 106461 \$78,130.00 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106461

94-7074
3212

PAY TO THE ORDER OF

QUEST MEDIA AND SUPPLIES

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
04/12/18 **VOID**	106461 **VOID**	\$78,130.00 **VOID**

VOID**78,130DOLLARS AND00CENTS***

QUEST MEDIA AND SUPPLIES INC.
P.O. BOX 910
ROSEVILLE CA 95678

VOID
NON-NEGOTIABLE

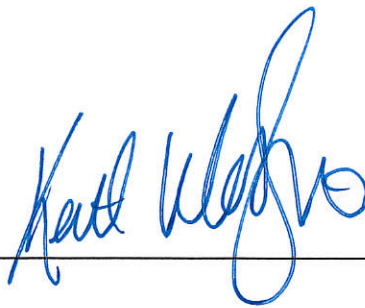
Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

April 26, 2018

APPROVE

Check #106451



Executive Director

COUNTY OF LANDER

MARIANNA MCWILLIAMS

DATE	INVOICE	AMOUNT	REMARKS
04/12/18	4/6/18	100.00	AUSTIN EMS 24HR STANDBY
04/12/18	4/7/18	100.00	AUSTIN EMS 24HR STANDBY

CHECK NO 106451 \$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. 106451

94-7074
3212

PAY TO THE ORDER OF

MARIANNA MCWILLIAMS

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
04/12/18 **VOID**	106451 **VOID**	\$200.00 **VOID**

VOID**200DOLLARS AND 00CENTS***

MARIANNA MCWILLIAMS
394 RAMAH PLAZA

SPRING CREEK NV 89815

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

April 26, 2018

APPROVE

Check #106450

Executive Director



COUNTY OF LANDER

ALMA J. MARTINEZ

DATE	INVOICE	AMOUNT	REMARKS
04/12/18	REIMBURSEMENT HOTEL	78.00	3/5-3/8/18 ELKO CLASSES
04/12/18	REIMBURSEMENT MEALS	150.00	3/5-3/8/18 ELKO CLASSES

CHECK NO 106450 \$228.00 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106450

94-7074
3212

PAY TO THE ORDER OF

ALMA J. MARTINEZ

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
04/12/18 **VOID**	106450 **VOID**	\$228.00 **VOID**

VOID**228DOLLARS AND 00CENTS***

ALMA J. MARTINEZ
111 BRYSON DR.

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

LANDER COUNTY COMMISSIONERS MEETING
4/26/2018

Agenda Item Number __1__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove the contract between The Sidwell Company and Lander County for GIS Data Collection Services in an amount not to exceed \$280,500.00 and authorize the chair to sign, and all other matters properly related thereto.

Public Comment:

Background: **Attached**

Recommended Action: **Approval of the contract and authorize the chair to sign.**

AGENDA REQUEST FORM

MEETING DATE: April 24, 2018

NAME: Lander County Assessor

ADDRESS: 50 State Route 305, Battle Mountain, NV 89820

PHONE (H): N/A WORK: 635-2610 FAX: 635-5520

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: Work

WHO WILL BE ATTENDING THE MEETING: Tony Pelletiere

JOB TITLE: Vice President, Chief Strategy Officer, The Sidwell Company

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Discussion & Action:

Request to approve the Contract with The Sidwell Company for GIS Data Collection Services

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

I would like the Board to approve the contract attached and the Chair to sign.

I will be attending the Spring Assessor Conference on the 24th but will be available via cell phone if needed.
(775-374-0637)

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST?

☒ YES

☐ NO

AMOUNT: \$280,500.00

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING?

☐ YES

☒ NO

WHEN? No

WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING?

☐ YES

☒ NO

HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT HEAD?

☒ YES

☐ NO

FOR REVIEW BY:

CLERK X
ASSESSOR _____
BUILDING X
AIRPORT _____
ROAD & BRIDGE X
PARKS DEPT. _____
FAIR & REC. _____

SHERIFF X
EXEC. DIRECTOR X
PLANNING DEPT. X
FINANCE DEPT. X
RECORDER _____
WATER & SEWER _____
GOLF COURSE _____

JUSTICE COURT _____
DISTRICT ATTORNEY X
TREASURER X
SWIM. POOL _____
HOSPITAL _____
CIVIC CENTER _____
OTHER _____

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

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



MEETING DATE: April 24, 2018

DATE SUBMITTED: April 16, 2018



Lander County, Nevada GIS Data Collection Services

CONTRACT

The Sidwell Company
2570 Foxfield Road, Suite 300
St. Charles, Illinois 60174
630-549-1000 | www.sidwellco.com



1. Preamble

THIS CONTRACT ("contract") is made by between THE SIDWELL COMPANY, an Illinois corporation with its principal place of business located in St. Charles, Illinois, hereinafter called "Sidwell," as party of the first part, and LANDER COUNTY, a political subdivision of the State of Nevada, hereinafter called "the County," as party of the second part,

WITNESSETH

WHEREAS, Sidwell is in the business of providing Geographic Information Services, Photogrammetric Services and other Professional Services for various governmental agencies in the United States; and

WHEREAS, the County is desirous of having Sidwell provide Geographic Information Services, Photogrammetric Services or other Professional Services.

NOW, THEREFORE, in consideration of the mutual agreements made herein, the recitals of fact hereinabove set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows;

Sidwell will perform the services described in the scope of work that follows and the County will make the payments set forth in Sections "Project Fees" and "Additional Provisions", below.

2. Scope of Work

2.1 Project Initiation Meeting

Sidwell will schedule a remote project initiation, or "kick-off" meeting with the appropriate County personnel to set project expectations, acquire necessary data and establish timelines for the completion of the project. The Sidwell Project Manager will be introduced as the primary contact on behalf of Sidwell during this meeting.

2.2 Pilot Project

As part of the first phase of this project there will be an initial subset of data that will be collected, processed and delivered to Sidwell that will then be delivered to the County for integration and approval. The exact location and size of the Pilot Project area should be small, incorporate all aspects of the project, and will be determined at the project initiation meeting.

Pilot subset will be captured and processed for extraction, formatting, and deliverable review. In order to avoid multiple deployments (increasing costs) the capture team will continue field mapping of locations outside of pilot subset while in-office extraction, formatting, delivery and review takes place. Following completion of subset approval of the Pilot Project data, the remaining field capture will continue, and the incremental extraction of assets, addresses, road centerlines will begin.

2.3 Data Collection

The final deliverable of the scope within this agreement is the road centerline survey, E-911 addressing, and asset management for Lander County, Nevada.

- The road centerline survey is for 1,750 miles of roads.
- The survey consists of a field team driving along the roads within Lander County boundaries with a mobile mapping system recording GNSS data and images, which will undergo processing, analysis, and extraction.
- The result of this survey will be a shapefile containing Lander County roads as georeferenced line features.
 - Each line segment will be attributed with "To-From" addressing, road type, road name, road surface, and other attributes to be determined by the County, totaling a maximum of 10 attributes per feature.
 - Addresses will be identified through mobile mapping images. The deliverable will be a shapefile of points representing each individual address that is extractable (visible within the captured image data). Each address point will be attributed with the address, street name, image of the property from the road, and other attributes to be determined by the County, totaling a maximum of 10 attributes per feature.
 - If an address is not obtainable through these methods, this agreement does not imply or add additional procedures for obtaining address

data, and missing information will be communicated properly in a report. Other means of obtaining address data may be employed under different methods as an option to be discussed outside the scope of this contract or as an amendment.

- County assets will be identified through mobile mapping images. Asset feature extraction from mobile mapping data consists of office team locating assets visible in the mobile mapping images collected from the road, geolocating them with near range photogrammetric triangulation techniques, and attributing the asset. Assets will be attributed based on fields determined by the County, with a maximum of 10 attributes per feature.
 - The quantity of assets defined in this agreement is based on a provided list of requested features and prior mobile mapping experiences in areas of direct comparison.

2.4 Geodatabase Configuration

An Esri Geodatabase will be configured and customized by Sidwell to the needs of Lander County and the project. Services will include the following:

E911 Address Points

- Create schema
- Clean data
- Create layer

E911 Centerline Preparation

- Create Schema for E911 and Roads Department
- Merge existing datasets and standardize
- Compare and combine any existing E911 data
- Add address ranges to new centerlines

2.5 Training

Asset Collection and Maintenance (1 Day On-site)

During this class Sidwell will train County staff on the fundamental aspects of data management and data collection workflows. This training may be conducted for up to 10 people of the County's choosing. Prior to commencing the training, an agreed upon agenda will be drafted in collaboration with the County to ensure specific County goals are met. This may include:

- GPS data collection
- Data check-in/check-out workflows
- Fundamentals of ArcGIS Desktop for managing and working with GPS data
- Fundamentals of Esri's ArcPad/Collector

Lander County, Nevada: GIS Data Collection Services

Address Manager Installation and Training (1 Day Onsite)

The County will receive on-site installation and training on the use of the address maintenance solution. This training session will focus on using Esri technology for maintenance of road centerline and address point layers.

3. Project Fees

The County will pay for the work and services provided by Sidwell, as detailed above, the following:

PROFESSIONAL GIS SERVICES	FEE
Data Collection Services	\$ 258,000.00
<i>Mobile mapping road centerline survey of up to 1,750 miles</i>	
<i>Mobile mapping addressing of up to 2,500 address points</i>	
<i>Mobile mapping asset extraction of up to 15,000 features</i>	
GIS and Training Services	\$ 22,500.00
<i>Project initiation</i>	
<i>Geodatabase configuration & customization</i>	
<i>One (1) day on-site GPS collection training</i>	
<i>One (1) day on-site address management training</i>	
Base Project Fee	\$ 280,500.00

Note:

Road centerline mapping is priced per mile.

- The minimum price will be the cost of 1,750 miles.
- For every mile over 1,750 an amendment of this contract needs to be added upon County requests.

Addressing is priced per address.

- The minimum price for addressing will be the cost for 2,500 addresses.
- For every address over 2,500 an amendment of this contract needs to be added upon County requests.

Asset extraction is priced per feature.

- The minimum price for extraction will be the cost for 15,000 features.
- For every feature over 15,000 an amendment of this contract needs to be added upon County requests.

All travel expenses are included in this cost proposal

4. Additional Provisions

4.1 Assumptions and Admonition

1. Extraction is dependent on condition and visibility of features.
2. Extraction is dependent on obstruction-free sight lines. If obstructions are present features cannot be extracted.
3. Attribution of features depends on the ability to identify requested details from the mobile mapping images (i.e. sign reflectivity is not possible with our system)
4. Extracted span & width values will result from technician's best guess understanding of where surfaces start and end (if applicable)
5. Inaccessible locations due to private property, fences, gates, etc. will not be captured if it's not accessible from the vehicle driven capture system.
6. Address locations will be point features of best/logical location at the discretion of extraction tech.
7. All location data will have an accuracy of submeter
8. Only features within 3-4 feet of shoulder edge will be collected
9. Pricing assumes each feature will have 10 or less attributes
10. Z value (height) for signs can be collected if the County requests this information otherwise the point will be collected at the base of the pole, there is no cost difference.
11. Pricing assumes we will not have to use traffic control.

4.2 Commencement of Work

Sidwell will commence the work under this contract immediately upon its execution by the County and to continue diligently thereafter until all work, services and materials covered by this contract have been completed.

All training/support service hours included in the scope of services in this contract must be completed by the conclusion of the Base Project Services or within one (1) year following the commencement of such training/support services, whichever is later in time. Any hours unused at the conclusion of this period through no fault on the part of Sidwell will expire and no longer be available for the County.

4.3 Additional Services

Any Sidwell professional services, implementations or software modifications that are not included in the scope of services in this contract but that are requested by the County and agreed upon by Sidwell shall be provided at Sidwell's prevailing time and materials hourly rate. At the time that this contract was executed, Sidwell's hourly rates were as follows:

<u>Rate</u>	<u>Services</u>
\$150.00	Professional / Technical
\$110.00	Production
\$130.00	Travel Time

4.4 Progress Reports

Sidwell will submit monthly progress reports to the County reflecting the status of all project components.

4.5 Compensation

The County will pay Sidwell a total fee of two hundred eighty thousand, five hundred, and no/100 dollars (\$280,500.00) as full compensation for all Sidwell work, services and materials described and provided for under this Contract.

4.6 Invoicing Schedule

Software will be invoiced at activation. Annual maintenance will be invoiced at the beginning of the service year. Training and/or support will be invoiced in full upon commencement of such services. For all other services, Sidwell will submit monthly invoices for the percentage of work completed.

4.7 Payments

The County will pay Sidwell the full amount of each submitted invoice within thirty (30) days of receipt thereof.

5. Authorization

This contract is effective this _____ day of _____, 2018.

THE SIDWELL COMPANY

LANDER COUNTY

By _____
Neal Carpenter, President, CEO

By _____

NEAL CARPENTER personally
appeared and signed before me as an
officer and agent of said corporation this

Title

____ day of _____, 2018.

Attest

Signature of Notary

Title

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number 2

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding a plan of development for Vyper Industries as presented by Vyper representative Nicholas Chapman, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:



Nilla Fuller <dfuller@landercountynv.org>

Fwd: RE: Vyper

1 message

kwestengard <kwestengard@landercountynv.org>
To: Nilla Fuller <dfuller@landercountynv.org>

Tue, Apr 17, 2018 at 6:20 AM

Please include this in back up for the vyper discussion. These will be Nicholas Chapman's "talking points"
Thanks Keith

Keith Westengard
Executive Director
Lander County, Nevada
(775) 635-5595 Direct Office
(775) 635-3334 Direct Fax
(775) 455-7653 Mobile

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Ken Lukins <kenlukins@lukinsassociates.com>
Date: 4/16/18 5:48 PM (GMT-08:00)
To: 'kwestengard' <kwestengard@landercountynv.org>
Subject: RE: Vyper

Hi

Discussion points:

- #1. An independent group to spearhead a development plan to include Vyper and an overview of the city's perceived growth and vision. This involves two tranches of \$35,000 each per month for two months that will result in a plan of action including negotiating with all parties to accomplish said goals.**
- #2. Identify potential investors for Vyper, as well as future projects. The independent group (above) would work with Lander County/others to assist with investors.**
- #3. Look at and secure the existing pilot facility, to proceed quickly.**
- #4. General discussion to determine if the above can be attained/completed in an efficient manner due to time restraints.**
- #5. Request to know if Lander County is able to provide the lot for the facility and the 500 acres**

Thanks

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __3__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove 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 Helming
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 NEGOTIATE 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

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	196,000
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 o...	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

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

Customer ID 33-008-818922762

Underwriting

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

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

\$157,628

\$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*

\$1,085,000

\$0

\$192,000

\$0

\$269,000

\$604,000

\$604,000

2 Current Ratio 0.00

Debt Service Ratio 0.00

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



Customer ID 33-008-818922762

Underwriting

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

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

\$48,000

245

\$0.00

\$0

\$1,929

\$164,268

\$9,852

\$174,120

\$157,628

\$10,800

\$0

\$0

\$168,428

\$5,692

\$0

\$132,000

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

\$132,000

\$741,000

\$741,000

? **Current Ratio** 0.00

Debt Service Ratio 0.00

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
4/26/2018

Agenda Item Number __4__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove the request to use the softball fields for an adult softball league and to obtain information on who to contact for issues with fields during use, key access, clarification of guidelines, requirements, etc., and all other matters properly related thereto.

Public Comment:

Background: The fields located out by the golf course have been used for adult softball in the past. A new league has been created to bring an opportunity to those interested for fun, relaxation and exercise.

Recommended Action: Approve maintenance and repairs necessary to improve the quality of the fields that will make them safer and more accessible and desirable for use by adult softball league, little league, and others for tournaments or family gatherings.

AGENDA REQUEST FORM



COMMISSIONER MEETING DATE: 4/12/18

NAME Shannon Berumen/Dawnette Johnson REPRESENTING: Adult Softball League

ADDRESS: 745 W Humboldt St Battle Mountain NV 89820

PHONE(H): 208-899-9778 (W): 775-455-7852 (FAX): cell

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: either

WHO WILL BE ATTENDING THE MEETING both above and others
JOB TITLE Board Member

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Request to use softball fields for adult softball league, obtain information on who to contact for issues with fields during use and access to keys, request for maintenance and repair on fields, dugouts, crows nest, concessions, bleachers, and bathrooms
Request for clarification of guidelines, requirements, etc necessary.
BACKGROUND INFORMATION _____

The fields located out by the golf course have been used for adult softball in the past. A new league has been created to bring an opportunity to those interested for fun, relaxation, and exercise.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? approve maintenance and repairs necessary to improve the quality of the fields that will make them safer and more accessible and desirable for use by adult softball league, little league, and others for tournaments or family gatherings

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

AMOUNT: _____

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

WHEN? public comment provided on 3/22/18

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

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

IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES NO x will be available by

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. time of meeting

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

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

DATE 4/2/18

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

LANDER COUNTY COMMISSIONERS MEETING
4/26/2018

Agenda Item Number __5__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove Proclamation 2018-05 in support of Nevada Wildfire Awareness Month for May, 2018, and all other matters properly related thereto.

Public Comment:

Background: Proclamation 2018-05 attached

Recommended Action: Approve and sign Proclamation 2018-05.

**LANDER COUNTY PROCLAMATION 2018-05
IN SUPPORT OF
NEVADA WILDFIRE AWARENESS MONTH- MAY 2018**

WHEREAS, wildfire significantly impacts Nevada's environmental, economic and social well-being; and

WHEREAS, residents of Nevada's fire-prone communities need to accept responsibility for living in high fire-hazard areas; and

WHEREAS, residents must prepare to survive wildfire by ensuring proper management of vegetation surrounding the home and appropriate home construction and maintenance to resist ignition; and

WHEREAS, wildfires can occur during any month; and

WHEREAS, residents must stay continuously vigilant and prepared for wildfire throughout the year.

Therefore be it proclaimed, that the Lander County Board of County Commissioners supports the month of May, 2018 as Nevada Wildfire Awareness Month and this year's theme:

**Prepare Now-
Wildfire Knows No Season!**

As a means for education and a call for residents of Lander County to take action now to reduce the wildfire threat and prepare their homes, families and community for wildfire, and stay prepared throughout the year.

Passed, Approved and Adopted this 26th day of April, 2018 by the Commissioners of Lander County.

THOSE VOTING AYE: _____

THOSE VOTING NAY: _____

THOSE ABSENT: _____

**CHAIR/VICE-CHAIR
LANDER COUNTY BOARD OF COMMISSIONERS**

ATTEST: _____
LANDER COUNTY CLERK

LANDER COUNTY COMMISSIONERS MEETING
4/26/2018

Agenda Item Number __6__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding the Interlocal Agreement between the Lander County School District, Lander County and the Lander County Sheriff for School Resources Officer services and authorize the chair to sign, and all other matters properly related thereto.

Public Comment:

Background: **Attached**

Recommended Action: **Approve the agreement and authorize the chair to sign.**



AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: 05/26/2018

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

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

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

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

WHO WILL BE ATTENDING THE MEETING: Self

JOB TITLE: Sheriff

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:
Discussion and possible action regarding the Interlocal Agreement between the Lander County School District, Lander County and the Lander County Sheriff for School Resources Officer services and other matters properly related thereto.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE?
Approve the agreement and authorize the Chair to sign

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

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? ☒ YES ☐ NO
WHEN? 03/15/2018

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

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

FOR REVIEW BY:

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

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

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

Signature Field [Signature]

DATE: 04/11/2018

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

**INTERLOCAL AGREEMENT
(School Resource Officer Services)**

THIS INTERLOCAL AGREEMENT (THE "Agreement") is made and entered into this day _____ of _____, 2018 by and between:

DISTRICT: LANDER COUNTY SCHOOL DISTRICT
a political subdivision of the State of Nevada
School District Administration Building
625 Weaver Street
Battle Mountain, Nevada 89820

COUNTY: COUNTY OF LANDER
LANDER COUNTY SHERIFF'S OFFICE
2 State Route 305
Battle Mountain, Nevada 89820

RECITALS

1. District currently provides no public safety and law enforcement services to the schools and facilities in Lander County, Nevada.
2. District has need for improved public safety and law enforcement services to support the operations of the District schools and the District facilities, students and personnel, and seeks to obtain such services.
3. County operates a full time public safety services sheriff's office which provides law enforcement and other related services appropriate for the administration of public health, safety and welfare matters and has the ability to provide school resource personnel to facilitate improved public safety and law enforcement services to the district.
4. Providing public safety and law enforcement services through the County is believed to be an efficient and cost effective means of providing such services to the District.
5. Nevada Revised Statutes ("NRS") 277.180, of the Interlocal Cooperation Act (the "Act", provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies are authorized by law to perform, including, but not limited to, the joint and cooperative use of the law enforcement agencies.
6. The District and County are each public agencies as defined by the NRS 277.100 of the Act, and have the power, pursuant to NRS Chapters 386 and 268, respectively, to exercise

the authority established by this Agreement upon approval by appropriate official action of the District and the County.

7. The District and the County desire to associate with each other only for the purposes and to the extent set forth in this Agreement, for performance of services pursuant to this Agreement, with the understanding that the parties are and shall be public agencies separate and distinct from each other and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to their respective duties under this Agreement, and nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of employer-employee or principal-agent, or to otherwise create any liabilities for one public agency whatsoever with respect to the indebtedness, liabilities and obligations of the other public agency.

WITNESSETH: For and in consideration of the recitals, warranties and covenants herein it is agreed:

1. **SERVICES:** Subject to the terms and conditions of this Agreement, County agrees to provide District with full time public safety and law enforcement services, personnel, materials and equipment, including a vehicle (the "SCHOOL RESOURCE OFFICER SERVICES" OR "SRO") as follows:
 - a. County agrees:
 - i. To assign County Sheriff's Office personnel (the "SRO") to provide SRO Services to the District:
 1. When District Schools are in session at least forty (40) hours per calendar week, excluding weeks with legal or District holidays, consisting of five (4) consecutive days of ten (10) hour shifts followed by three (3) consecutive days off and at times as needed more than forty (40) hours per calendar week.
 2. When District schools are not in session, as needed and as requested by the District.
 - ii. To perform all public safety, law enforcement and other services typically providing by a SRO, including investigation of potential violations of local, state and federal laws, and regulations occurring on or at District property and/or facilities.
 - iii. To assign the SRO to attend or be available for District and District related meetings and conferences to provide information regarding SRO services and to assist with the identification of and solving public safety, law enforcement and crime related problems and issues.

- iv. To build rapport and trust with the students in the school, and to become a mentoring figure and role model to those students.
- v. To assist District personnel, parents and students with understanding public safety, law enforcement and crime related issues involving students and school facilities.
- vi. To offer SRO-lead and/or assisted presentations to students or staff, including, but not limited to, criminal investigation; drug and alcohol abuse; gang awareness; stranger awareness; babysitting safety; bicycle, pedestrian and motor vehicle safety; status offenses associated with juveniles such as habitual truancy, child in need of supervision and curfew; crimes associated with juveniles such as vandalism, shoplifting and date rape in a manner consistent with District requests and policies.
- vii. To help the District reduce habitual truancy of students.
- viii. To help the District investigate and reduce bullying of students.
- ix. To help the District investigate and reduce the presence of illicit drugs at school.
- x. To assist District in the development of emergency plans and strategies to prevent and/or minimize dangerous or hazardous situations affecting public safety.
- xi. To assign the SRO to participate in or attend certain designated local school functions and events, including but not limited to, high school football games, high school basketball games, high school sponsored dances, high school graduation and grad night activities.

b. District agrees:

- i. To provide the full cooperation and support of District personnel and access to the District property and facilities and functions for the purposes of the County providing SRO Services, including appropriate office space and equipment required for such services.
- ii. To provide access to the District records and information system required for the effective performance of the SRO Services, subject to compliance with federal, state and local laws and regulations.

- iii. To collaborate with County on the assignment of the SRO to District meetings, conferences, functions and events.
 - iv. The SRO Services do not include the SRO providing school discipline, regular lunchroom duties, regular bus duty, regular hall monitoring, school crossing guard duty or other regular monitoring duties.
- 2. **TERM:** The term of this Assignment shall begin May 1, 2018 and shall continue until June 30, 2019.
- 3. **STATUS:** The SRO is a County Sheriff's Office employee subject to the rules, regulations, policies and procedures applicable to County Sheriff's Office employees. For the purpose of making decisions regarding the providing of SRO Services, the County is the entity having jurisdiction.
- 4. **EVALUATION OF SERVICES:** District and County shall continually evaluate all SRO Services provided and may propose changes to such services based upon the perceived needs of each entity and changes in laws or circumstances. District and County agree to participate in open dialogue and negotiations regarding developments that may affect the type of manner by which SRO Services are delivered pursuant to this Agreement.
- 5. **NON-DISCRIMINATION:** District and County shall abide by all laws pertaining to equal access and employment opportunities. District shall not discriminate against any County employee or agent because of race, color, region, age, sex, sexual preference, national origin, veteran's status or disability.
- 6. **INDEMNIFICATION:**
 - a. **Mutual Indemnification:** to the extent allowed by law, each party agrees to defend and indemnify the other against third party claims for damages to such third party proximately caused by the breach of the party's obligations under this Agreement; or the party's negligent acts or omissions, or the party's internal misconduct. The obligation to indemnify shall not extend to claims where the party seeking indemnity is or was solely responsible for causing damages; provided, however, should fault be apportioned, the obligations of this section shall not be constructed to require either party to pay more than its proportionate share of any claim, to the extent allowed by law.
 - b. **Limitation of Liability:** In no event shall either District or County be liable for any punitive, consequential, incidental, indirect or special damages or lost profits or opportunity incurred or alleged to have been incurred by any person, whether arising out of tort, breach of contract, breach of warranty, strict liability or any other claim. District and County indemnification obligations are limited in

accordance with the provisions of Nevada Revised Statute (NRS) 41.0305 through 41.039, inclusive, and District and County do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases.

7. **TERMINATION:** This Agreement may be terminated as follows:

- a. **Mutual Agreement:** The parties may mutually agree in writing upon the terms and conditions specified therein to terminate this Agreement prior to the end of the term.
 - b. **For Cause:** Either party may terminate this Agreement before its expiration based on material breach of this Agreement by the other party if it has given written notice to the party in breach describing the breach, and within thirty (30) days after giving such written notice, the breaching party has not cured the breach and provided reasonable assurances that the breach will not be repeated. No opportunity to cure shall be required for any second breach by a party and termination may be made effective on giving of the second notice.
 - c. **Without Cause:** Notwithstanding any other term or condition of this Agreement, either District or County may, by written notice to the other party, terminate this Agreement without cause by giving notice to the other party not later than January 15 of any year of the term and such termination shall become effective on the following June 30.
8. **RELEASE:** Upon any termination of this Agreement, the District and the County shall be deemed to have voluntarily released and discharged each other from any and all liability arising out the services provided under this Agreement.

IN WITNESS WHEREOF, The parties hereunto caused this agreement to be executed effective as of the beginning of the term.

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LANDER COUNTY BOARD OF COMMISSIONERS

By: _____
Title: _____

LANDER COUNTY SHERIFF

Sheriff Ron Unger

BOARD OF TRUSTEES OF THE LANDER COUNTY SCHOOL DISTRICT

By: _____
Title: _____

SUPERINTENDENT, LANDER COUNTY SCHOOL DISTRICT

LANDER COUNTY COMMISSIONERS MEETING
4/26/2018

Agenda Item Number __7__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove an increase for the Airport Fuel Flow Fee from \$0.05 to \$0.10 per gallon, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action: **Approval of the increase for the Airport Fuel Flow Fee.**

LANDER COUNTY COMMISSIONERS MEETING
4/26/2018

Agenda Item Number __8__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove 2018 Lander County Road Rehabilitation Project Bid and to consider each of the following:

- a) H.E. Hunnewill Construction Co., Inc.: \$724,318.50 with an Alternate bid of \$179,389.13, totaling \$903,707.63;
- b) Q&D Construction, LLC: \$929,638.78 with an Alternate bid of \$422,162.00, totaling \$1,351,800.75;

and all other matters properly related thereto.

Public Comment:

Background: **Attached**

Recommended Action: **Approval of the 2018 Lander County Road Rehabilitation Project Bid in an amount not to exceed \$903,707.63.**

AGENDA REQUEST FORM



COMMISSIONER MEETING DATE: 4-26-18

NAME Bert Ramos REPRESENTING: Public Works

ADDRESS: 50 State Route 305 Battle Mountain, NV

PHONE (H): 775-6860 (W): 635-2728 (FAX): 635-2801

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 635-2728

WHO WILL BE ATTENDING THE MEETING Bert Ramos & Aaron Martinez
JOB TITLE Public Works Director Asst Engineering

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: 2018 Lander County Road Rehab Project Bid

BACKGROUND INFORMATION See attached

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? Discussion for possible action to Approve/disapprove 2018 LC Road Rehabilitation Project Bid.

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

AMOUNT: \$903,707.63

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

WHEN? _____

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

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

IS ALL THE 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 ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

Bert Ramos

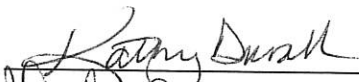

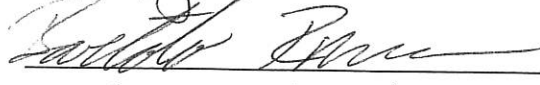
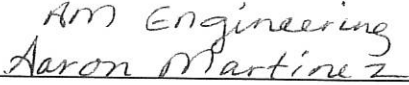
DATE _____

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

BIDS RECEIVED
2018 L.C. ROAD REHABILITATION PROJECT
RECEIVED BY APRIL 9, 2018 @ 3:00 P.M.
AM ENGINEERING - AARON MARTINEZ

NO	DATE	NAME/BIDDER	BID AMOUNT	BID BOND YES/NO
1	4/9/18	H.E. HuneWill Construction Co. Inc. Alt 1:	#124,318.50 179,389.13	✓
2	4/9/18	Q & D Constuction, LLC Alt 1:	#929,638.75 422,162.00	✓
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

DATE: April 9, 2018
 OPENED BY:

 _____ CLERK'S OFFICE
 _____ CLERK'S OFFICE
 _____ FOREMAN
 AM Engineering
 _____ ENGINEER

PROPOSAL

2018 LANDER COUNTY ROAD REHABILITATION PROJECT BATTLE MOUNTAIN, LANDER COUNTY, NEVADA PWP NO. LA-2018-0XX

LANDER COUNTY PUBLIC WORKS DEPT.
50 State Route 305
Battle Mountain, Nevada 89820

Members:

I (we) hereby submit our proposal for the **Battle Mountain 2018 LANDER COUNTY ROAD REHABILITATION PROJECT**, Lander County, Nevada.

In compliance with your published invitation for Bids and Instructions to Bidders, the undersigned as bidder declares that he has carefully examined the location of the proposed work and the Plans and Specifications therefore, together with Addenda numbered / and I (we) propose and agree that if this proposal is accepted, I (we) will contract with Lander County Public Works to provide all necessary labor, machinery, tools, equipment, apparatus, and other means of construction, and do all the work and furnish all the materials required to construct the project, complete in a satisfactory manner at the prices stated in the bid proposal.

Construction shall be in strict conformity with the Specifications and contract documents prepared herewith, which hereby are made a part of this proposal.

The bidder understands that the following quantities are approximate, only being given as a basis for the comparison of Proposals; and the Owner does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work as may be deemed necessary or advisable by the Engineer.



April 3, 2018

Mr. Bert Ramos
Lander County Public Works
50 State Route 305
Battle Mountain, NV 89820

**Re: 2018 Lander County Road Rehabilitation Project
Addendum #1**

All Language listed in the above referenced Addendum, shall supersede all language found in the Bid Package.

- DOCUMENT – INSTRUCTIONS TO BIDDERS, BID SCHEDULE & CLARIFICATIONS
 - Modified per the attached document
 - Type II Aggregate Base, Shouldering & Tie-In **(Removed)**
 - Bid Item No. 4
 - CTR shall utilize and flop existing roadway shoulder materials as needed to achieve a 4:1 maximum tie-in slope
 - Earthen Depp Stabilization **(Removed)**
 - Bid Item No. 5
 - 3-Inch Asphaltic Concrete
 - Bid Item No. 6
 - Idaho Standards and Mix designs are acceptable for this project
 - Profile Modifications **(Removed)**
 - Bid Item No. 7
 - CTR shall perform existing profile, grid and pave operations with no modification in grading characteristics or profile modifications.
- DOCUMENT – PLANS
 - Modified per the attached document
 - All roadway finish grade elevations have been modified to a reduced 3-inch Asphaltic Concrete Section

ALL CONTRACTORS, PER THE BIDDERS LIST HAVE BEEN NOTIFIED

LANDER COUNTY PUBLIC WORKS DEPT
BATTLE MOUNTAIN, NEVADA

LANDER COUNTY - 2018 ROAD REHABILITATION PROJECT

All applicable sales taxes, State and/or Federal, and any other special taxes, patent rights, or royalties are included in the prices quoted in this Proposal.

Item No. & Work Description	Quantity	Unit	Unit Price	Bid Amount
Overhead and Demolition				
1. Mobilization, Demobilization & Contractor Profit @ <u>FIFTY THOUSAND DOLLARS</u> per lump sum	1	LS	\$ <u>50,000⁰⁰</u>	\$ <u>50,000⁰⁰</u>
2. Asphalt Sawcut @ <u>TWO DOLLARS AND FIFTY CENTS</u> per Linear Foot	310	LF	\$ <u>2⁵⁰</u>	\$ <u>775⁰⁰</u>
Grading & Surface Improvements				
3. Pulverization - 9-Inch Depth @ <u>ONE DOLLAR AND THIRTY-FIVE CENTS</u> per Square Yard	41,835	SY	\$ <u>1³⁵</u>	\$ <u>56,477²⁵</u>
4. Type II Aggregate Base, Shoulder and Tie-in @ _____ per Cubic Yard	783	CY	Removed	Removed
5. Earthen Deep Stabilization @ _____ per Cubic Yard	610	CY	Removed	Removed
6. 3" Asphaltic Concrete @ <u>FOURTEEN DOLLARS AND SEVENTY-FIVE CENTS</u> per Square Yard	41,835	SY	\$ <u>14⁷⁵</u>	\$ <u>617,066²⁵</u>
7. Type II Aggregate Base (Profile Modification) @ _____ per Cubic Yard	981	CY	Removed	Removed
TOTAL <u>BASE BID</u> PRICE IN NUMERICAL FORM = <u>\$ 724,318⁵⁰</u>				

TOTAL BASE BID PRICE IN WRITTEN FORM =

\$SEVEN HUNDRED TWENTY-FOUR THOUSAND THREE HUNDRED
EIGHTEEN DOLLARS AND FIFTY CENTS

Bid Alternate No. 1

Item No. & Work Description	Quantity	Unit	Unit Price	Bid Amount
8. Cement Treated Base – 2% CTB, 9-Inch Depth @ <u>THREE DOLLARS</u> <u>AND SEVENTEEN AND A HALF</u> <u>CENTS</u> per Square Yard	41,835	SY	\$ <u>3</u> ¹⁷⁵	\$ <u>132,826</u> ¹³
9. 3" Asphaltic Concrete (Driveways) @ <u>SIXTEEN DOLLARS AND</u> <u>FIFTY CENTS</u> per Square Yard	2,822	SY	\$ <u>16</u> ⁵⁰	\$ <u>46,563</u> ⁰⁰

TOTAL BID ALTERNATE NO. 1 PRICE IN NUMERICAL FORM =

\$ 179,389 ¹³

TOTAL BID ALTERNATE NO. 1 PRICE IN WRITTEN FORM =

\$ONE HUNDRED SEVENTY-NINE THOUSAND THREE
HUNDRED EIGHTY-NINE AND THIRTEEN CENTS

Unit prices for all items, all extension and total amount of bid must be shown. In event of discrepancy between words, unit price and total price, the approximate quantity multiplied by unit price and the sums of the total prices shall prevail.

If the Bidder is notified of the acceptance of this proposal within thirty (30) days of the time set for the opening of bids, the undersigned Bidder agrees to execute a Contract for the above work for the above stated compensation in the form of the Contract attached hereto within ten (10) calendar days after delivery of the Notice of Award.

The undersigned agrees, if awarded the contract, to complete it within one hundred fifty (150) calendar days from the date set forth in the official Notice to Proceed for each period of work; and further agrees that from the compensation otherwise to be paid, the Owner may obtain liquidated damages of not more than one thousand dollars (\$1,000) per calendar day in accordance with the Special Provisions for each calendar day thereafter that the work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner shall sustain per diem by the failure of the undersigned to complete the work at the time stipulated and this sum is not be construed in any sense as penalty. It is understood that the Nevada Industrial Commission coverage for all employees and any other insurance required by law are distinctly the duty of the undersigned.

I (we), the undersigned, also agree, if awarded the contract, to execute and deliver to the Owner within ten (10) calendar days after delivery of the Notice of Award of the Contract, a Performance Bond and a Labor and Material Payment Bond in the amount of 100% of the contract amount estimated prior to the beginning of the construction.

Accompanying this proposal is a deposit in the form of a BID BOND (insert words-certified check, cashier's check or bid bond) in the amount of 5%, which is not less than five percent (5%) of the total bid.

The undersigned hold valid Contractor's License No. 9078A

BIDDER: H.E. HUNEWILL CONSTRUCTION CO. INC.

ADDRESS: 1410 W. RAILROAD ST. PHONE: 775-623-2888

WINNEMUCCA, NEVADA ZIP CODE: 89445

BY: LOREN E. HUNEWILL TITLE: PRESIDENT
(Printed name of person authorized to sign this bid)

SIGNATURE: [Signature] DATE: 4-5-18

WITNESS: [Signature] DATE: 4-5-2018

BASE BID ITEM DESCRIPTION

Bid Item 1 - Mobilization and Demobilization:

This item includes mobilization to the site and demobilization from the site including site clean-up at all project work locations, vehicles and fuel, job trailer, temporary utilities for job trailer and worker's, taxes, overhead and profit and bonding.

Bid Item 2 – Asphalt Sawcut:

Furnish all labor, equipment, materials, and services to perform asphalt and concrete saw cut operations located at all existing tie-in locations.

Bid Item 3 – Pulverization – 9 Inch Depth:

Furnish all labor, equipment, materials, and services to perform pulverization operations throughout the project. Pulverization will include the entire asphaltic concrete materials sections and remaining existing aggregate base sections, which will amount to 9-Inches of pulverization depth. Such operations will include the rough and final grading operations of the pulverized materials, while being compacted to 95% MDD.

Bid Item 4 – Type II Aggregate Base, Shoulder and Tie-In:

Furnish all labor, equipment, materials, and services to install a minimum thickness of 4" of Type II Aggregate Base material for road shoulders and fill areas including grading to establish subgrade, re-establishment of roadside drainage and other work to complete the installation in accordance with the plans and specifications. Bid Item 4 will include all roadways sections completing a 5% shoulder, with a 3:1 tie-in catch slope (cut or fill). Compaction efforts will achieve 90% MDD.

Bid Item 5 – Earthen Deep Stabilization:

Furnish all labor, equipment, materials, and services to perform earthen deep stabilization as needed, directed by the Engineer. Bid Item 5 shall consist of the removal and backfill of all non-suitable subgrade materials selected by the Engineer. Included in this item shall be replacement structural fill, meeting Class C Orange Book structural fill specifications or as approved by the Engineer.

Bid Item 6 – 3-Inch Asphaltic Concrete:

Furnish all labor, equipment, materials, and services to install 3 inches of PG64-28 (IDAHO or NDOT) Type 2 asphalt over 9 inches of pulverized base course grade material. Bid Item 6 will include traffic control, tack coat, asphalt, placement, rolling, asphalt depth monitoring and other work to complete the installation in accordance with the plans and specifications. Maximum of 3-inch placement lifts.

Bid Item 7 – Type II Aggregate Base (Profile Modification):

Furnish all labor, equipment, materials, and services to install 6-inches of Type 2 Aggregate Base material in areas outlined by the Engineer. Operations will include grading to establish subgrade, basecourse grade and re-establishment of roadside drainage and other work to complete the installation in accordance with the plans and specifications.

ALTERNATE BID No. 1 ITEM DESCRIPTION

Bid Item 8 – Cement Treated Base:

Furnish all labor, equipment, materials, and services to perform pulverization operations throughout the project. Pulverization will include the entire asphaltic concrete materials sections and remaining existing aggregate base sections, which will amount to 9-Inches of pulverization depth. Additional secondary pulverization of the section is required with the addition of 2-percent by weight, of cement mixture hydrated and compacted. Such operations will include the rough and final grading operations of the pulverized materials, while being compacted to 95% MDD.

Bid Item 9 – 3-Inch Asphaltic Concrete (Driveways):

Furnish all labor, equipment, materials, and services to install 4 inches of PG64-28 Type 2 asphalt over 6 inches of newly placed type II Aggregate Base. Material shall be compacted to 95% MDD. All driveways shall include a maximum 5% tie-in slope within travel lanes, with 3:1 side slope tie-in. Bid Item 9 will include traffic control, tack coat, asphalt, placement, rolling, asphalt depth monitoring and other work to complete the installation in accordance with the plans and specifications. Maximum of 2-inch placement

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we (hereinafter called the "Principal") and
Travelers Casualty & Surety Co

(hereinafter called the "Surety") a Corporation chartered and existing under the laws of the State of
California, with its principal office in the City of Rancho Cordova
authorized to do business in the State of Nevada, are held and firmly bound unto the LANDER COUNTY
PUBLIC WORKS DEPT, (hereinafter called the "OWNER") in the full and just penal sum of
Five Percent of said bid Dollars
(\$ 5% of said bid) to be paid upon demand by the OWNER, to which payment
will and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns,
jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the OWNER, a Proposal for the work
described as follows:

**LANDER COUNTY PUBLIC WORKS DEPT.
BATTLE MOUNTAIN 2018 LANDER COUNTY ROAD REHABILITATION PROJECT
PWP NO. LA-2018-0XX**

As contained in said Proposal and the specifications therein mentioned are incorporated by reference and
are hereby made a part hereof as fully as if copied at length herein.

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a Bidder's certified
or bank cashier's check otherwise required to accompany this Proposal.

NOW THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the
Principal shall, within ten days after the date of receipt of written Notice of Award of Contract, execute a
Contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the
form and manner required by the OWNER and execute a sufficient and satisfactory Contract Performance
and Completion Bond payable to the OWNER in an amount of one hundred percent (100%) of the total
contract price, in form and with security satisfactory to the OWNER, and execute a sufficient and
satisfactory Payment Bond payable to the OWNER, in an amount of one hundred percent (100%) of the
total Contract price, in form and with security satisfactory to the OWNER and supply the insurance as
described in the Agreement and in the amounts stated in the Instructions to Bidders, then this obligation
to be void; otherwise to be and remain in full force and virtue in law, and the surety shall, upon failure of
the Principal to comply with any or all of the foregoing requirements within the time specified above,
immediately pay to the OWNER, upon demand, the amount thereof, in good and lawful money of the
United States of America, not as a penalty, but as liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its
BOND shall be in no way impaired or affected by any extension of the time within which the OWNER
may accept such BID; and said Surety does hereby waive notice of any such extension.

Payment made of this bond, or any deposit made in lieu thereof, shall not preclude the OWNER from
seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure
to do any of the foregoing.

Principal and Surety agree that if the OWNER is required to engage in the services of an attorney in connection with the enforcement of this bond, each shall pay OWNER'S reasonable attorney's fees incurred with or without suit.

IN TESTIMONY THEREOF, the Principal and Surety have caused there present to be duly signed and sealed this 27th day of March, 2018.

Principal H.E. Hunewill Construction Co. Inc.

(Seal if Corporation)

By 

Title:

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

Travelers Casualty & Surety Co (Name and address of Surety)

11070 White Rock Rd Ste 130 Rancho Cordova, CA 95670

A and H Insurance, Inc. (Name and address of Surety's agent for service of process in Nevada, if different from above) 3301 S Virginia St Reno NV 89502

(775) 829-2600 (Telephone number of Surety's agent in Nevada)

(Attached Acknowledgment)

Travelers Casualty & Surety Co
SURETY

By 

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in Nevada. Certified copy of Power of Attorney must be attached.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Christie S. Elliott** of **Reno Nevada**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27th** day of **March**, 2018



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

ALL-PURPOSE ACKNOWLEDGEMENT

State of Nevada

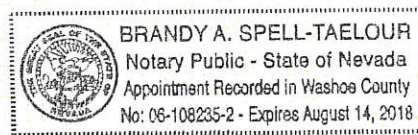
County of Washoe

On March 27, 2018 before me, Brandy Spell-Taelour
(Notary)
Notary Public, personally appeared, Christie S Elliott
Name(s) of Document Signer(s)

Personally, known to me (or proved to me on the basis of satisfactory evidence)
to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/them
authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal

[Signature]
Signature of Notary



(Affix seal in the above blank space)

GENERAL CONTRACTOR

H.E. HUNEWILL CONSTRUCTION Co. Inc.
(Firm Name)

9078A
(Nevada Contractor's License No.)

775-623-2888
(Telephone Number)

775-623-2992
(Fax Number)

The firm is: (check one)

☒ a corporation
~~proprietorship~~

☐ a partnership

☐ sole

Principal Officers:

NAME
SIGNATURE

TITLE

LOREN E. HUNEWILL PRESIDENT

GREG HUNEWILL VICE-PRESIDENT

LYNDA GIORGI SECRETARY

Owners Not Listed Above:

NAME
SIGNATURE

TITLE

I, LOREN E. HUNEWILL, certify that the above lists include all officers, owners and financial partners of the above-mentioned firm-corporate structure to the best of my knowledge.

[Signature]
(Signature)

4-5-18
(Date)

LIST OF SUBCONTRACTORS

In accordance with Chapter 338.141 of NRS, General Contractors must submit a list of the names of each subcontractor who will provide labor or a portion of the work or improvement to the Contractor for which he/she will be paid an amount exceeding three percent (3%) of the prime Contractor's total bid. If the General Contractor fails to submit such a list with his/her bid shall be deemed not responsive."

Work to be Performed	Percent of Total Contract	Subcontractors Name, Address, and License Number
1. <i>PULVERIZATION CEMENT SPREAD & MIX</i>	<i>6.6</i>	<i>PORTER W. YETT CO. 5949 NE CULLY BLVD. PORTLAND, OR. 97218 LIC. NO. 29431</i>
2.		
3.		
4. <i>ASPHALT LAY DOWN</i>	<i>16.2</i>	<i>QUALCON CONTRACTORS INC. 1645 ESMERALDA AVE. MINDEN, NV 89423 No. 24534</i>
5.		
6.		
7. <i>TRAFFIC CONTROL; DELIVER & PRODUCE</i>	<i>77.2</i>	<i>H.E. HUNEWILL CONSTRUCTION 1410 RAILROAD ST. WINNEMUCCA, NV 89445 No. 9078A</i>
8. <i>ASPHALT SURFACE & SHOULDER GRADING</i>		
9. <i>PROVIDE CEMENT, BONDING AND ANY</i>		
10. <i>ITEMS NOT SPECIFICALLY LISTED.</i>		
11.		
12.		


(Signature)

4-5-18
(Date)

This form must be submitted even if there are no subcontractors required to be listed. For example, there may be no subcontractors whose work exceeds \$50,000. In such case, write "NONE" in the space where subcontractors are to be listed and sign the form. General Contractors will also include themselves on this list and the portions of work they will be performing that exceed 3% of the total bid amount.

AFFIDAVIT OF NON-COLLUSION

STATE OF Nevada)

:SS

COUNTY OF Humboldt)

I, LOREN E. HUNEWILL (Name of Party signing this affidavit and the Bid Form),
PRESIDENT (title), under penalty of perjury, being duly sworn, depose and say: That
H.E. HUNEWILL CONSTRUCTION CO. INC. (name of person, firm association, or corporation) has not, either directly or
indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of
free competitive bidding in connection with this Contract.



Signature

PRESIDENT

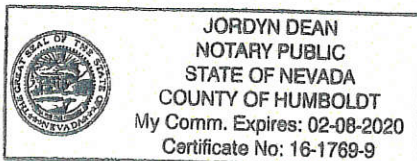
Title

SUBSCRIBED AND SWORN to before me

this 6th day of April, 2018.



NOTARY PUBLIC




AFFIDAVIT OF COMPLIANCE WITH ASSEMBLY BILL 144

LANDER COUNTY PUBLIC WORKS DEPT
BATTLE MOUNTAIN 2018 LANDER COUNTY ROAD REHABILITATION PROJECT
PWP NO. LA-2018-0XX

STATE OF Nevada)
:SS

COUNTY OF Humboldt)

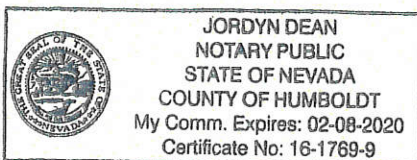
I, LOREN E. HUNEWILL (Name of party signing this affidavit and the Bid Form),
PRESIDENT (title), under penalty of perjury, being duly sworn, depose and say: That
H.E. HUNEWILL CONSTRUCTION Co. Inc. (name of person, firm, association or corporation) is
in compliance with Assembly Bill 144.


Signature

PRESIDENT
Title

SUBSCRIBED AND SWORN to before me
this 6th day of April, 2018.


NOTARY PUBLIC



CONTRACTOR'S WAIVER

Contract LANDER COUNTY 2018
ROAD REHABILITATION PROJECT

As a condition of award of the said Contract, the undersigned Bidder acknowledges that he is aware of the provisions of Nevada Revised Statutes 338.147, which provides for investment of Contract retainage, and the payment of interest thereon to the Contractor after completion of the project.

The undersigned Bidder further agrees to waive and does hereby waive all his right to investment of and payment of interest on retainage, as provided by said statute, upon the understanding that without this waiver, funds for this project will not be available.

IN WITNESS WHEREOF, Bidder has executed these presents this

5th day of April, 2018.

Bidder H.E. HUNEWILL CONSTRUCTION CO. INC.

By 

Title PRESIDENT

NOTE: This instrument should be executed by the officer who executes the contract and in the same manner.



NEVADA STATE CONTRACTORS BOARD

9870 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-00-04-28-0136**

H. E. HUNEWILL CONSTRUCTION CO., INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **9078A** ORIGINAL ISSUE DATE: **08/16/1974** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A(3)-DAMS AND RESERVOIRS; A(7)-EXCAVATING & GRADING; A(12)-EXCAVATE GRADE TRENCH SURFACE; A(16)-PAVING STREETS, DRIVEWAYS, PARKING LOTS; A(17)-LINES TO TRANSMIT ELECTRICITY; A(18)-FARM IRRIGATION; A(19)-PIPELINE AND CONDUITS; A(21)-FENCING & GUARDRAILS** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **SEPTEMBER 1, 2017** AND EXPIRES ON **AUGUST 31, 2018**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Nancy Mathias
NANCY MATHIAS, LICENSING ADMINISTRATOR
FOR MARGI GREIN, EXECUTIVE OFFICER

8/17/2017
DATE

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.



NOTICE OF AWARD

TO: Hunewill Construction Inc.
141d w. Railroad Street
Winnemucca, Nevada 89445

DATE: 4-26-18
PROJECT: LA-2018-149-
2018 ROAD REHAB.
PROJECT

PROJECT DESCRIPTION: BATTLE MOUNTAIN 2018 LANDER COUNTY ROAD REHABILITATION PROJECT. The Owner has considered the bid submitted by you for the above described work in response to its Notice to Bidders dated April 9th, 2018 and Instruction to Bidders.

You are hereby notified that your bid has been accepted for those items in the amount of Nine Hundred Three Thousand Seven Hundred Seven & 63/100 Dollars (\$ 903,707.63).

You are required by the Instruction to Bidders to execute the Contract and furnish the required Contractor's Performance Bond, Labor and Materials Bond and certificates of insurance within ten (10) calendar days from the date of receipt of this Notice.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of receipt of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this 25th day of May, 2018.

LANDER COUNTY PUBLIC WORKS DEPT.
Owner

By: Bert Ramos

Title: Public Works Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
this the _____ day of _____, 2018
By: _____
Title: _____

NOTICE TO PROCEED

TO: Hunewill Construction Inc.
141d w. Railroad Street
Winnemucca, Nevada 89445

DATE: 4-26-18
PROJECT: LA-2018-149-
2018 ROAD REHAB.
PROJECT

BATTLE MOUNTAIN 2018 LANDER COUNTY ROAD REHABILITATION PROJECT

You are hereby notified to commence work in accordance with the executed Contract dated this April 26th, 2018, on or before May 25th, 2018, and you are to complete the work within the following schedule:

150 CALENDAR DAYS

The date of completion of all work under Contract is therefore October 22, 2018.

By:

Bert Ramos
Owner

Public Works Director
Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby
acknowledged by _____

this the _____ day of _____ 2018.

By: _____

Title: _____

LANDER COUNTY NEVADA

**2018 LANDER COUNTY ROAD REHABILITATION PROJECT
PWP NO. LA-2018-149**

CONTRACT

THIS AGREEMENT, made this 26th day of April, 2018, by and between Hunewill Construction, Nevada Contractor's License Number 9078A, hereinafter called CONTRACTOR, and LANDER COUNTY PUBLIC WORKS DEPT, hereinafter called the OWNER.

WITNESSETH

THAT FOR and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that:

Article 1 – Scope of Work

The Contractor shall furnish all labor materials and supplies, equipment and labor and other services necessary to perform all the work described in the Plans, Specifications and Contract Documents titled Battle Mountain 2018 LANDER COUNTY ROAD REHABILITATION PROJECT.

Article 2 – Time of Completion

The work to be performed under this Contract shall be completed within one hundred fifty (150) calendar days from the date specified in the Notice to Proceed, unless the period for completion is extended as provided in the Special Conditions.

Should the Contractor fail or refuse to complete the work within the stipulated time, including any authorized extension of time, there shall be deducted from the monies due him, not as a penalty, but as liquidated damages, the sum of one thousand dollars (\$1,000.00) for each day required to complete the work in addition to the period of time herein before set forth.

Article 3 – Progress Payments

The Owner will pay the Contractor progress payments and the final payment in accordance with the methods set forth in the Special Provisions and this Contract.

Article 4 – Acceptance and Final Payment

As soon as practical, following the completion of the work, the Contractor shall make request to the Engineer for a semi-final inspection after which the Engineer will furnish the Contractor a list of defective items, if any. Upon correction of the defective items, if any, the Contractor shall make request by letter to the Engineer for final inspection and acceptance of the work. If no further defects exist, and if in his opinion all provisions of the Plans, Specifications and the Contract have been satisfied, the Engineer will recommend that the project be accepted at the next regularly scheduled Lander County Commissioner's meeting. Upon acceptance of the project by the Owner, the Engineer will complete the Notice of Completion and file said notice with the Lander County Recorder. At the expiration of forty (40) calendar days following the filing of the Notice of Completion, final payment shall be made as follows: After deducting all previous payments from the total value of the work, the remaining balance shall be paid, providing that no claims, liens or outstanding debts have been filed against the work. Notwithstanding the expiration of forty (40) days, the Contractor, upon demand by the Owner, shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness relating to the work performed, have been paid before final payment is made.

Article 5 – The Contract Sum

The Owner shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the work in strict accordance with the Plans and Specifications and to the satisfaction of the Engineer, amounts as set forth in the Proposal. The sum of Nine Hundred Three Thousand Seven Hundred Seven & 63/100 Dollars (\$ 903,707.63), is to be paid in the manner and under the conditions hereinbefore specified.

Article 6 – Labor

That in the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder, except as provided in NRS 608 and any applicable Federal Regulations. The Contractor may request longer work hours, if warranted, to maintain the construction schedule for time of completion.

Article 7 – Performance and Labor and Material Bonds

The Contractor agrees that he will, before this Contract becomes effective, furnish the Owner with a Performance Bond and a Payment Bond, furnished by a company or companies acceptable to the Owner, each in an amount equal to one hundred percent (100%) of the estimated amount prior to the beginning of construction.

The Performance Bond shall be conditioned that the work under the Contract shall be performed in accordance with the Specifications and the terms of this Agreement.

The Labor and Materials Bond shall be conditioned to provide and secure payment for all material, provisions, provender, and supplies, teams, equipment, trucks, and other means of transportation used in or upon or about the work and for any of the labor done thereon.

Article 8 – The Contract Documents

The following is an enumeration of the Contract Documents and they are as fully a part of the Contract as if hereto attached or hereto repeated:

Notice to Bidders	Standard Specifications for Public Works
Instructions to Bidders	Construction and Addenda
Proposal	Standard Details for Public Works Construction
Base Bid Schedule	General Provisions
Bid Item Clarification	Special Provisions
Bid Bond	Technical Specifications
General Contractor Form	Prevailing Wage Rates
List of Subcontractors	Addendums
Affidavit of Non-Collusion	Plans
Affidavit of Compliance with Assembly Bill 144	
Contractor's Waiver	
Contract	
Labor and Material Bond	
Performance Bond	

IN WITNESS WHEREOF, the said Contractor and the Owner, have caused the names of said parties to be affixed hereto, the day and year first above written.

OWNER (LANDER COUNTY PUBLIC WORKS
DEPT.)

By: _____
Name: Bert Ramos
Title: Public Works Director

(SEAL)

ATTEST (Contractor):

Name: _____
(Please Type)

Title: _____

CONTRACTOR (Hunewill Construction)

By: _____

Name: _____
(Please Type)

Address: 141d w. Railroad Street
Winnemucca, Nevada 89445

LANDER COUNTY COMMISSIONERS MEETING
4/26/2018

Agenda Item Number __9__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove the payment by the County of extended dependent coverage for insurance purposes for Lander County Employees. Lander County Employees with dependents would be required to pay \$60.00 a pay check to be deducted twice a month with Lander County paying the difference, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number _10__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove a plan that allows those County employees without dependents or those County employees that choose not to accept dependent coverage for insurance purposes to receive an amount equal to the average paid out by the County for dependent care coverage. This average amount would be deposited into a HSA employees account for medical purposes only, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number _11__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove the maintenance agreement between Overhead Fire Protection and Lander County for the Lander County Recreation Center, and all other matters properly related thereto.

Public Comment:

Background: **Agreement attached.**

Recommended Action:



PO Box 5863 | Sparks, NV 89432
P: 775-856-3444 | F: 775-856-3555
NV.16599 3m | NV.81101 500k | CA.410047 3m

February 27, 2018

By and between:

CONTRACTOR

Overhead Fire Protection, Inc.
P O Box 5863
Sparks, NV 89432

and

CUSTOMER

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

Property: Lander County Recreation Center 560 Altenburg Ave, Battle Mountain, NV 89820

Contractor will provide the services in accordance with the scope, terms and conditions contained within:

	Qty	Each	Total
ANNUAL INSPECTION OF FIRE SPRINKLER SYSTEM AND TEST OF ANY FIRE BACKFLOW DEVICES	1	250.00	250.00
QUARTERLY INSPECTION OF FIRE SPRINKLER SYSTEM	3	210.00	630.00
ANNUAL TEST OF BACKFLOW PREVENTION DEVICE – Domestic and/or Irrigation – if requested	\$55.00 each – if performed while already on-site		

THE ABOVE PRICING IS BASED ON PERFORMING THE INSPECTIONS DURING OUR REGULARLY SCHEDULED ELKO/WINNEMUCCA RUN in January, April, July, October. There would be an additional charge should a different schedule be requested

A \$10 fuel service charge will appear on each invoice. Agreement coverage will begin on date of acceptance. The coverage included in this agreement, including terms, conditions and schedules attached, will constitute the entire agreement between us. This agreement is the property of Contractor and is provided for the Customer's use only. No waiver, change, or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor. The term of this agreement shall be two (2) years from the date of acceptance.

During the initial agreement term, Customer shall pay the Contractor for the work performed by Contractor as designated in contract options defined in the Agreement portion of this contract. The Customer shall pay the Contractor the full amount of all billing invoices for work performed by Contractor within thirty (30) days after the mailing of the billing invoice. Customer shall remain responsible for the payment of invoices for services performed by Contractor through the date of the termination of this agreement. Customer shall pay the Contractor a finance charge of one and one-half percent (1 ½%) per month on the amount of all past due invoices. If Customer fails to pay the full amount due Contractor may at its option, terminate this contract and in any event will not be obligated to perform any additional work until the amount past due has been received by the Contractor.

Contractor's obligation to perform the work described in this Agreement is not and shall not be construed as an assumption or assignment of exclusive control or responsibility for the maintenance, repair or condition of any fire protection equipment or the fire protection system. Customer retains control of all fire protection equipment and the fire protection system, and Customer shall at all times have and bear the exclusive responsibility for the maintenance, repair, condition and operability of all fire protection equipment and the fire protection system.

The inspection/test results shall be entered on the Contractor's current report form. The Contractor will forward reports of Inspections to the fire department (or to other local authority authorized to receive such reports), and to the Customer. The Report and any recommendations by the Contractor are only advisory in nature and are intended to assist Customer in

reducing the possibility of loss to property by indicating obvious defects or impairments in the equipment and/or system inspected and/or tested. Contractor's reports are not intended to imply that any or all other defects, hazards, impairments, inadequacies or other aspects of the equipment and/or system have been detected, addressed, remedied or controlled at the time of inspection. Final responsibility for the condition and operation of the fire protection equipment and fire protection system remains with the Customer at all times.

The inspection and testing provided under this Agreement does not include any maintenance, repairs, alterations, or replacement of parts or any field adjustments. Should Customer request any such work, the Contractor shall perform on a time & material basis or provide the Customer with an estimated price before the additional work is performed.

Emergency service requested by Customer will be provided at extra charge. Any service calls received after close of the normal industry workday, weekends and holidays will be charged at the emergency service rate in effect at the time of the service call.

In the event additional equipment is installed after the date of this Agreement, the inspection charges shall be increased in accordance with Contractor's prevailing rates as of the first inspection of such additional equipment.

Customer hereby acknowledges Customer's obligation and responsibility to maintain all equipment and maintain a system in good repair and operative condition. Customer covenants and warrants that Customer will, at all times, prudently and diligently maintain all equipment and systems in good repair and operative condition, free of any defects, hazards, impairments, or inadequacies.

The Contractor makes no warranties, express or implied, relating to any work or services performed under this Agreement. To the maximum extent permitted by law, the Contractor disclaims all warranties, express, implied or statutory, including, but not limited to, any implied warranties of merchantability, or fitness for a particular purpose.

Customer shall indemnify, defend and hold Contractor harmless of and from any and all claims, causes of action, liabilities, proceedings, litigations, costs, fees, expenses, injuries, losses and damages of any kind, asserted by any person or entity, arising out of Customer's failure to perform or comply with Customer's obligations under this Agreement, Customer's failure to comply with applicable laws, codes, ordinances, rules or regulations, or any act or omission (e.g. negligence, inadvertence, oversight, reckless or wantonness) of Customer or out of any alleged act or omission of Customer, including, but not limited to, any claim or cause of action asserted by any third party for personal injury, death, or property damage arising from Customer's failure to maintain any fire protection equipment or system or Customer's failure to keep any such equipment or system in good repair or operative condition.

THE UNDERSIGNED HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Overhead Fire Protection, Inc.

By: Brook Richards
Printed Name: Brook Richards
Corporate Secretary/Treasurer

Accepted by Customer

By: _____
Printed Name: _____
Title: _____
Date: _____

General Scope of Services

The Fire Sprinkler System and Backflow Prevention program described below has been designed to provide you, the customer, with a continuing inspection and maintenance program. This program will be planned, scheduled, managed, and monitored by Overhead Fire Protection, Inc.

FIRE SPRINKLER SYSTEMS

Weekly / Monthly Inspections

OFP, Inc. will show the on-site maintenance staff the correct position of the control valves and the gauges that need to be verified weekly and monthly.

Quarterly Inspection

OFP, Inc. will perform all of the items referenced above for a weekly inspection and the following:

- Test the local alarms by flowing water through the inspector's test at each system and perform the following:
- Inspect the alarm devices, hydraulic nameplates, and fire department connections

Annual Inspections

OFP, Inc. will perform the following:

- Test the alarms to verify notification to supervisory service of receipt of tamper and alarm signals
- Full flow test of the main drains
- Visually inspect the building for changes affecting the sprinkler systems
- Visually inspect the hangers and seismic bracing, sprinkler heads, pipe and fittings, and spare sprinkler heads
- Test all known antifreeze systems to ensure proper freeze protection

BACKFLOW PREVENTION DEVICES

This agreement includes all labor required to inspect and test each fire sprinkler, domestic and irrigation backflow prevention device as required by the A.W.W.A. and local water authority

Annual Inspections

OFP, Inc. will perform an annual test and certification of the backflow prevention devices. Any repairs will be performed only upon prior approval.

- A.W.W.A. Certification of Fire, Domestic and Irrigation Backflow Prevention Devices

Repair and Replacement

Should repairs or replacements be necessary, OFP, Inc. will perform such repairs with Customer approval and all labor and materials will be billed separately.

Emergency Service

Emergency service is available 24 hours a day 7 days a week to reduce the risk of down time and inconvenience to the customer. Should emergency service be required; required services will be billed separately.

LANDER COUNTY COMMISSIONERS MEETING
4/26/2018

Agenda Item Number _12__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove Resolution 2018-04 directing apportionment of marijuana establishment tax received in the month of April, 2018 in the amount of \$88,235.29 to be apportioned to the Indigent Fund, and all other matters properly related thereto.

Public Comment:

Background: **attached**

Recommended Action: **Read into minutes and pass resolution.**

AGENDA REQUEST FORM



COMMISSIONER MEETING DATE: April 26th, 2018

NAME Cindy Benson REPRESENTING: Finance

ADDRESS: 50 State Route 305

PHONE(H): _____ (W): 775-635-2573 (FAX): _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 775-635-2573

WHO WILL BE ATTENDING THE MEETING Cindy Benson
JOB TITLE Fiscal Officer

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Resolution 2018-04

Marijuana Establishment tax to be apportioned to the Indigent Fund

BACKGROUND INFORMATION _____

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? Lead into the minutes + pass resolution

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

AMOUNT: \$88,235.29

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

WHEN? _____

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

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

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

IF THE ITEM IS A CONTRACT AND/OR AGREEMENT, OR REQUIRES LEGAL REVIEW, IT MUST BE REVIEWED BY THE DISTRICT ATTORNEY'S OFFICE PRIOR TO AGENDA SETTING OR IT WILL NOT GO ON THE AGENDA. HAS THE DISTRICT ATTORNEY'S OFFICE PROVIDED THE REQUIRED REVIEW? YES _____ NO _____

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.

Cindy Benson

DATE 04-11-18

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

COMMISSION FAX (775) 635-5332

RESOLUTION NO. 2018-04

Of the Board of Lander County Commissioners

A RESOLUTION DIRECTING APPORTIONMENT OF MARIJUANA ESTABLISHMENT TAX RECEIVED IN THE MONTH OF APRIL 2018

WHEREAS, on April 05, 2018, the Lander County Treasurer received \$88,235.29 in Marijuana Establishment Tax: and

WHEREAS, it is the desire of the Lander County Board of Commissioners to appropriate the Marijuana Establishment Tax to the Indigent Fund in the amount of \$88,235.29.

WHEREAS, the Lander County Board of Commissioners desires to use Marijuana Establishment Tax to fund Lander County's Health Nurse Program, fund (003): and

BE IT FURTHER RESOLVED, that future distributions for the Marijuana Establishment Tax be apportioned to fund (003) unless otherwise directed by the Lander County Board of Commissioners.

PASSED AND ADOPTED this 26th day of April, 2018.

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

DOUG MILLS, Chair
Lander County Board of Commissioners

ATTEST: _____
SADIE SULLIVAN
Lander County Clerk

STATE OF NEVADA
OFFICE OF THE CONTROLLER
CARSON CITY NV 89701

DIRECT DEPOSIT ADVICE
130-00-DEPARTMENT OF TAXATION

9221676

DESCRIPTION	VOUCHER NUMBER	VOUCHER DATE	INVOICE NUMBER	INVOICE AMOUNT
REIMBURSEMENT 453 FY2018	130MRC1808	03/29/18		88,235.29

VOID

VOID

VOID

T40262000 LANDER, COUNTY OF

DIRECT DEPOSIT ADVICE TOTAL: \$88,235.29



STATE OF NEVADA
OFFICE OF THE CONTROLLER
CARSON CITY NV 89701
(775) 684-5750

**ACCOUNTS PAYABLE
DIRECT DEPOSIT ADVICE**

9221676

DATE	WARRANT AMOUNT
04-02-18	*****\$88,235.29

Eighty eight thousand two hundred thirty five and 29/100 Dollars

DEPOSIT TO THE ACCOUNT OF:

T40262000
LANDER, COUNTY OF
50 STATE ROUTE 305
BATTLE MOUNTAIN NV 89820-4300

THE DATE THESE FUNDS WILL BE CREDITED TO YOUR
ACCOUNT IS THE ABOVE DATE PLUS 2 BUSINESS DAYS.

NON NEGOTIABLE

TREASURER@LANDERCOUNTYNV.ORG



9221676 9000
130-00

DAN SCHWARTZ
STATE TREASURER
101 N CARSON ST STE 4
CARSON CITY NV 89701-4786

FIRST-CLASS AUTO
U.S. POSTAGE
PAID ONE OUNCE
CARSON CITY, NV
PERMIT NO. 15

T40262000
LANDER, COUNTY OF
50 STATE ROUTE 305
BATTLE MOUNTAIN NV 89820-4300

STATE OF NEVADA
DEPARTMENT OF TAXATION
ADMINISTRATIVE SERVICES DIVISION
MARIJUANA REIMBURSEMENT DISTRIBUTION

ACTIVITY PERIOD: FISCAL YEAR 2018

DISTRIBUTION DATE: 4/2/2018

LANDER COUNTY TREASURER- T40262000

LANDER COUNTY	\$	88,235.29
---------------	----	-----------

TOTAL	\$	<u>88,235.29</u>
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From: Bill Anderson <AndersonB@tax.state.nv.us>
Sent: Friday, March 30, 2018 11:33 AM
To: cc)Jason Link; cc)Nancy Paulson; ch)Sherry; cl) Jessica Colvin; cl)Ed Zagalo; cl)Jeff Share; cl)Stacey Demetrias; do)Julie Andress; do)Vicki Mooore; el)Debbie Armuth; es)Vera Boyer; eu) Kim Todd; eu) Maureen Torres; eu)Bev Conley; hc)Gina Rackley; la)Cindy Benson; li)Leslie Boucher; ly)Josh Foli; mi)Christine Hoferer; mi)Hillary Pellet; ny)Savannah Rucker; pe)Rene Childs; Renee Olkein; st)Hugh Gallagher; st)Jennifer McCain; wa)Al Rogers; wa)Ben Hutchins; wa)Washoe Comptroller; wa)Washoe County; wp)Elizabeth Frances; (wa)Vicki Van Buren; ch)Gary Cordes; cl)Billie Jo Berlin; cl)Cory DeMille; cl)Dave Empey; cl)Dodie Melendez; cl)Gayle Lloyd-Leakos; cl)Jan Fullmer; cl)Jill Lynch; cl)Linda Poleski; cl)Quinn Oszakiewski; cl)Rhonda Garlick; cl)Richard Derrick; cl)Venetta Appleyard; David Vorce; el)Michelle Giovo; Gary Ameling; jim.mcintosh@cityofhenderson.com; ly)Denise Lewis; wa)Deborah Lauchner; wa)Jeff Cronk; wa)Jill Olsen; wa)Stacie Hemmerling; beatty@beattynv.com; bkp@clarkcountynv.gov; bva@ClarkCountyNV.gov; JRidondo@ClarkCountyNV.gov; mds@ClarkCountyNV.gov; tgw@ClarkCountyNV.gov; tlh@ClarkCountyNV.gov; tsutton@co.nye.nv.us
Cc: Stephanie Klapstein
Subject: \$5 million marijuana disbursement to counties/localities

Local government partners,

I sent an email on March 14 outlining the disbursement from the Department to localities of \$5 million of marijuana revenue, and then a follow-up email on March 15 letting you know we were reviewing some of the details of the disbursement and would get back to you before we sent the disbursements out. We have completed that review and are now sharing with you the revised disbursement recipients and amounts. **We intend to issue the disbursements by this Friday, March 30.**

I am also providing a little more background on how we arrived at these disbursements, the basis of which is regulation [R092-17A](#), section 235.

\$1.5 Million

Nothing has changed regarding this portion of the \$5 million disbursement. All 17 counties will receive an equal share of \$1.5 million, regardless of whether they have permitted marijuana establishments within their jurisdictions or not.

\$3.5 Million

In addition to each county's share of the above \$1.5 million, and pursuant to the regulation, each locality – including cities, towns, and counties – in which there is a marijuana establishment or medical marijuana establishment located on February 16, 2018, will receive a proportional disbursement of the \$3.5 million based on the population of that locality compared to the total population of all eligible localities.

We have made some revisions to this portion of the disbursement. In our review, we identified additional towns in both Nye and Clark counties with marijuana establishments that are eligible for disbursements. Those towns have been added. Clark County's individual disbursement was removed, as the county has no

establishments outside the boundaries of a city or town and, as such, is not a locality eligible to receive a portion of the \$3.5 million (see below: "What is a 'locality'?""). These changes to eligible localities affected the proportional share of each locality that was on the previous disbursement list. These revisions are reflected in the table below.

Disbursement Method

For the \$3.5 million portion of the disbursement, the Department will follow the same model it uses to distribute Consolidated Tax. In most cases, this means the Department will disburse directly to cities, and counties will receive disbursements on behalf of their eligible towns and are responsible for distributing the specified amounts to the towns.

In the table below, the **bolded** localities will be the entities the Department issues disbursements to. If a bolded locality is set to receive a disbursement for itself, the amount will be shown in the right column on the same row. If a locality is set to receive disbursements on behalf of a town or city within its jurisdiction, those towns and/or cities will be shown below the county, with the disbursement amount in the right column on the same row as the city or town.

LOCALITY	DISBURSEMENT AMOUNT
Carson City	\$ 72,376.12
Fallon	\$ 11,788.96
Clark County	
Enterprise	\$ 252,714.95
Laughlin	\$ 12,627.11
Paradise	\$ 252,897.84
Spring Valley	\$ 282,292.80
Sunrise	\$ 274,443.89
Whitney	\$ 58,029.70
Winchester	\$ 43,166.88
Henderson	\$ 392,585.42
Las Vegas	\$ 826,438.72
Mesquite	\$ 27,204.69
North Las Vegas	\$ 317,687.01
West Wendover	\$ 5,484.54
Lyon County	
Fernley	\$ 25,196.78
Nye County	
Amargosa	\$ 1,754.63
Beatty	\$ 1,254.62
Pahrump	\$ 50,945.80
Storey County	
Virginia City	\$ 1,109.31
Washoe County	\$ 144,108.61

Reno	\$ 319,348.95
Sparks	\$ 126,542.67

Future Disbursements

As mentioned in my prior message to you, the regulation directs the Department to issue the next disbursement, which will be for fiscal year 2019, in November 2018. At that time, the distribution of the \$3.5 million will be recalculated.

Background Information

What is a “marijuana establishment” or “medical marijuana establishment”?

In addition to establishments that are operational, the Department considers provisional medical marijuana registration certificates as establishments, and each locality with a provisional establishment on February 16, 2018, is eligible for a disbursement.

What is a “locality”?

[NRS 453D.030](#) defines “locality” as: “a city or town, or, in reference to a location outside the boundaries of a city or town, a county.” Based on this definition, towns with marijuana establishments (medical or adult-use) are eligible for disbursements, and are included in the Department’s formula. Additionally, based on this definition, a county is only eligible for its own disbursement when it has an establishment located in the county that is outside the boundaries of a city or town.

How is population determined?

The Department used the [2017 Governor Certified Population Estimates](#). For cities and towns, the population is taken directly from the estimates. For counties – based on the NRS 453D.030 definition of “locality” – the Department took the total county population from the 2017 estimates and deducted the populations of all cities and towns within the county. The difference is the population used for determining that county’s proportional share of the \$3.5 million disbursement.

Bill Anderson
Executive Director
Nevada Department of Taxation
1550 College Parkway, Suite 115
Carson City, Nevada 89706-7937
Phone: (775) 684-2060
Cell: (775) 430-0020
Fax: (775) 684-2020

LANDER COUNTY COMMISSIONERS MEETING
4/26/2018

Agenda Item Number _13__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding Lander County's Tentative Budget for FY 2018/2019 to be submitted to the Department of Taxation, and all other matters properly related thereto.

Public Comment:

Background: **Tentative Budget Requests Attached**

Recommended Action:

AGENDA REQUEST FORM

MEETING DATE: April 26, 2018

NAME: Cindy Benson

ADDRESS: 50 State Route 305

PHONE (H): _____ WORK: 775-635-2573 FAX: 775-635-9256

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 775-635-2573

WHO WILL BE ATTENDING THE MEETING: Cindy Benson

JOB TITLE: Fiscal Officer

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Tentative Budget Requests to increase the L.C. Grant for the Conservation District because of insurance increases and to rollover the Admin Bldg. Boilers project into fiscal year 18/19.

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

Take Action

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

AMOUNT: \$260,390

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

WHEN? _____

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

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

FOR REVIEW BY:

CLERK _____	SHERIFF _____	JUSTICE COURT <u>X</u>
ASSESSOR _____	WELFARE _____	DISTRICT ATTORNEY _____
BUILDING _____	PLANNING DEPT. _____	TREASURER _____
AIRPORT _____	FINANCE DEPT. <u>X</u>	SWIM. POOL _____
ROAD & BRIDGE _____	RECORDER _____	HOSPITAL _____
EXEC DIRECTOR _____	WATER & SEWER _____	CIVIC CENTER _____
FAIR & REC. _____	GOLF COURSE _____	COMMISSIONERS _____

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

SIGNATURE: _____

Lander County Finance Department
Cindy Benson Fiscal Officer



April 26, 2018

- 1) Requesting an increase to the L.C. Conservation District of \$390 to adjust the benefits portion of the L.C. Grant, for a total of \$26,285.53.
- 2) Requesting to Rollover \$260,000 for FA-48 the Admin Building Boilers, Control System & Pressure Valve.

General Fund Grant Requests for FY18/19

	<u>DESCRIPTION</u>	<u>REQUESTED AMOUNT</u>	<u>APPROVED LAST YEAR</u>	<u>POTENTIALLY APPROVED AMOUNT</u>	<u>FINAL APPROVAL</u>	
GENERAL FUND						
Agape Hospice & Palliative Care	Start Up Costs	\$ 14,924.00			\$ 14,924.00	001-050-59918
Austin Chamber of Commerce	Administration Costs	\$ 14,322.00	\$ 14,000.00		\$ 14,000.00	001-035-59049
BM Archery Club***	21X14 Shed and 30-50 acres	\$ 3,000.00			\$ 3,000.00	001-050-59918
BM Chamber of Commerce	Event Costs	\$ 35,000.00	\$ 35,000.00		\$ 35,000.00	001-035-59915
Lander Economic Devel. Authority	Operating Expenses	\$ 20,000.00	\$ 10,000.00		\$ 20,000.00	001-050-59918
LC Conservation District	Admin Costs/Non-Personnel	\$ 25,895.53	\$ 23,175.90	26,285.53	\$ 25,895.53	001-050-59991
LC Conservation District	Sage Grouse	\$ 50,000.00	\$ 50,000.00		\$ 50,000.00	001-050-59918
MedX AirOne	Donation	\$ 6,000.00			\$ -	001-050-59918
Town of Kingston	Pavers & PermaSand	\$ 1,556.00	\$ 6,595.00		\$ 1,556.00	001-050-59909
Town of Kingston Water Utility	Test Well Drilling	\$ 145,000.00			\$ -	Moved to 029
Town of Kingston Fire Co.	PACT Insurance	\$ 4,000.00	\$ 4,017.12		\$ 4,000.00	001-050-59983
		\$ 319,697.53	\$ 142,788.02	\$ -	\$ 168,375.53	

***30 to 50 acres of land to rent

OPERATING BUDGET-PERSONNEL

Sheet #2 Grant

Position	Grade/Step as of (7-1-18)	Current Rate as of (7-1-18)	Hours Per Year	Wages Rate X Hours
<i>Employees Electing Employer/Employee PERS</i>				
Exec Secretary	20	20.58	520	\$10,701.60
CPI 2%				\$214.03
Subtotal EE/ER				\$10,915.63
<i>Employees Election Employer Only PERS</i>				
Subtotal ER Only				
			Total	\$10,701.60

Description	Amount	Carry to Summary
Total Base Wages from Above	\$10,701.60	
CPI (2% X Base Wages)	\$214.03	
PERS Election (Subtotal X 1.153912 - Subtotal)	\$1,680.05	
Subtotal Wages for Summary	\$12,595.68	51020
Overtime (attach justification)		51030
Vacation (10% of Gross OR Specific ID)	\$1,259.57	52013
Total Gross Wages	\$13,855.25	
Benefits & Taxes:		
Group Insurance	\$3,390.00	52010
Unemployment (4% of Gross OR Specific ID)	\$554.21	52012
Medicare (1.45% X Total Gross Wages)	\$200.90	52016
FICA (6.2% X Subtotal Part Time Above)		52018
Worker's Compensation (3% X Total Gross)	\$415.66	52020
Retirement:		
(28.0% X Employer Only Above)	\$0.00	
(14.5% X Subtotal EE/ER Only Above)	\$1,826.37	
Total Retirement	\$1,826.37	52040
Total Benefits and Taxes	\$6,387.14	
Total Personnel Costs	\$20,242.39	

Increased 390.00

OPERATING BUDGET-PERSONNEL

Summary

Ag/Soil Conservation

005-000

Acct#	Account	Sheet 1 Exempt	Sheet 2 Local #3	Sheet 3 Grant	Sheet 4 Non-Barg	Total
050	Salaries					
59991	Wages			\$12,595.68		\$12,600.00
51020	Salaries & Wages		\$37,787.04			\$37,790.00
51030	Overtime		\$500.00			\$500.00
52010	Group Insurance		10,170.00 \$9,000.00	3,390. \$3,000.00		\$12,000.00
52012	Unemployment		\$1,682.63	\$554.21		\$2,240.00
52013	Vacation Accrual		\$3,778.70	\$1,259.57		\$5,040.00
52014	Bonus		\$1,000.00			\$1,000.00
52016	Medicare		\$609.95	\$200.90		\$815.00
52018	FICA					
52020	Workman's Comp		\$1,261.97	\$415.66		\$1,680.00
52040	Retirement (PERS)		\$5,572.22	\$1,826.37		\$7,400.00
	Totals		\$61,192.52	\$19,852.39		\$81,065.00

38,290 005
12,600 001-050

\$50,890.00

13,560

22,906 005
7,269 001-050

\$30,475.00 31,375

\$81,065.00 82,625.

Increase
of \$390.
to Grant

FUND 029 BUILDING & EQUIPMENT FIXED ASSETS REQUESTS FY 2017-2018

BUILDING & EQUIP.							
FUND	DEPT.	PROJECT DESCRIPTION	REQUESTED	DENIED	APPROVED	ACCT#	PROJ.#
					\$ 225,000	029-000-53991	FA-36
SAFETY DEPT.		SAFETY EQUIPMENT			\$ 40,000	029-000-54010	FA-30
GOLF COURSE		NEW GREENS MOWER			\$ 320,000	029-000-54010	FA-47
		PURCHASE 159 ACRES FROM BLM			\$ 85,000	029-000-54010	FA-32
R&B NORTH		4 WHEEL DRIVE TRACTOR W/BRUSH HOG			\$ 200,000	029-000-54010	FA-33
		STREET SWEEPER			\$ 35,000	029-000-54010	FA-34
R&B SOUTH		1 SHOP LIFT HOIST 54,000 LB.			\$ 15,000	029-000-54010	FA-35
		12,000 LB TANDEM AXLE FLAT BED TRAILER			\$ 85,000	029-000-54010	FA-37
		4 WHEEL DRIVE TRACTOR W/BRUSH HOG			\$ 100,000	029-000-54010	FA-41
		10,000 GALLON FUEL TANK & PUMP			\$ 40,000	029-000-54010	FA-38
ARGENTA JUSTICE		NEW VEHICLE			\$ 150,000	029-000-54010	FA-39
B.M. FIRE DEPT.		NEW TANKER TRUCK			\$ 20,000	029-000-54010	FA-40
		CORDLESS JAWS OF LIFE			\$ 50,000	029-000-54010	FA-24
SHERIFF		INMATE PHONE SYSTEM CONTINGENCY (ROLLOVER)			\$ 520,000	029-000-54010	FA-23
		EXTERIOR BUILDING STUCCO REPAIR (ROLLOVER)			\$ 120,000	029-000-54010	FA-45
		2 COMPLETELY EQUIPPED VEHICLE REPLACEMENTS			\$ 113,000	029-000-54010	FA-51
		VIRTA SIMULATOR			\$ 65,000	029-000-54010	FA-46
ANIMAL CONTROL		VEHICLE REPLACEMENT W/ADDITIONAL EQUIPMENT			\$ 200,000	029-000-54010	FA-49
AUSTIN AMBULANCE		NEW AMBULANCE			\$ 1,600,000	029-000-53033	FA-50
COURT HOUSE		NEW SOFTWARE/HARDWARE			\$ 400,000	029-000-54010	FA-48
		ADMIN BLDG. BOILERS, CONTROL SYSTEM, PRESSUR VALVE					
		TOTAL REQUESTS & ROLLOVERS			\$ 4,383,000		

400,000
 - 139,878

 260,122

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __14__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Update on budget review, contracts, financial update, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action: **This is a non-action item.**

AGENDA REQUEST FORM

MEETING DATE: April 26, 2018

NAME: Cindy Benson

ADDRESS: 50 State Route 305

PHONE (H): _____ WORK: 775-635-2573 FAX: 775-635-9256

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 775-635-2573

WHO WILL BE ATTENDING THE MEETING: Cindy Benson

JOB TITLE: Fiscal Officer

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Update on Water, Sewer, Landfill and Misc. Report

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

None

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

AMOUNT: \$0

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

WHEN? _____

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

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

FOR REVIEW BY:

CLERK _____	SHERIFF _____	JUSTICE COURT _____
ASSESSOR _____	WELFARE _____	DISTRICT ATTORNEY _____
BUILDING _____	PLANNING DEPT. _____	TREASURER _____
AIRPORT _____	FINANCE DEPT. <u>X</u>	SWIM. POOL _____
ROAD & BRIDGE _____	RECORDER _____	HOSPITAL _____
EXEC DIRECTOR _____	WATER & SEWER _____	CIVIC CENTER _____
FAIR & REC. _____	GOLF COURSE _____	COMMISSIONERS _____

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

SIGNATURE: _____

Cindy Benson
Lander County Fiscal Officer



Memorandum

To: Lander County Commissioners

Date: April 26, 2018

Re: Update on budget review, contracts, financials and all other matters

The 3rd quarter financials are as follows:

Received – Water	\$ 37,805. <u>80</u>
Sewer	\$ 54,612. <u>30</u>
Landfill	\$ 8,505. <u>44</u>

Outstanding Balance – Water	\$ 18,253. <u>10</u>
Sewer	\$ 21,426. <u>04</u>
Landfill	\$ 18,578. <u>73</u>

I received the bank reconciliations for February 2018 from the Treasurer.

Accounts Receivable

17/18

Received

by Tammy

W&S

Landfill

Gate Fees

W&S Misc

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Year-To-Date
	\$ 128,322.56	\$ 177,844.22	\$ 128,254.57	\$ 117,092.77	\$ 107,040.04	\$ 100,922.75	\$ 100,870.98	\$ 93,292.03	\$ 92,418.22				\$ 1,046,058.14
	\$ 11,067.10	\$ 9,532.26	\$ 9,561.52	\$ 15,681.80	\$ 8,295.00	\$ 23,476.23	\$ 7,781.34	\$ 8,569.41	\$ 8,565.44				\$ 102,530.10
	\$ 221.50	\$ 140.00	\$ 216.00	\$ 100.00	\$ 238.00	\$ 132.00	\$ 211.00	\$ 153.00	\$ 108.00				\$ 1,519.50
	\$ 27.01	\$ 37.51	\$ 23.05	\$ 15.63	\$ -	\$ 2,160.80	\$ 2,651.25	\$ -	\$ 55.00				\$ 4,970.25
	\$ 139,638.17	\$ 187,553.99	\$ 138,055.14	\$ 132,890.20	\$ 115,573.04	\$ 126,691.78	\$ 111,514.57	\$ 102,014.44	\$ 101,146.66	\$ -	\$ -	\$ -	\$ 1,155,077.99

Billed

W& S

Landfill

W&S Misc

	\$ 145,483.71	\$ 172,125.69	\$ 140,132.60	\$ 119,434.94	\$ 104,600.22	\$ 39,821.81	\$ 95,876.08	\$ 98,242.19	\$ 95,851.40				\$ 1,011,568.64
	\$ 9,212.18	\$ 16,363.08	\$ 17,085.44	\$ 13,827.28	\$ 10,355.15	\$ 6,879.90	\$ 8,308.73	\$ 9,087.04	\$ 12,585.05				\$ 103,703.85
	\$ 15.01	\$ -	\$ 38.68	\$ -	\$ 245.80	\$ 4,566.25	\$ 37.50	\$ 17.50	\$ 2.50				\$ 4,923.24
	\$ 154,710.90	\$ 188,488.77	\$ 157,256.72	\$ 133,262.22	\$ 115,201.17	\$ 51,267.96	\$ 104,222.31	\$ 107,346.73	\$ 108,438.95	\$ -	\$ -	\$ -	\$ 1,120,195.73

O/S Balance

W&S

Landfill

W&S Misc

Total O/S Bal

	\$ 21,851.68	\$ 15,808.47	\$ 28,952.93	\$ 32,390.78	\$ 31,934.42	\$ 15,202.90	\$ 28,445.61	\$ 34,880.36	\$ 39,679.14				
	\$ 16,282.06	\$ 23,112.88	\$ 30,340.80	\$ 28,486.28	\$ 30,518.43	\$ 13,922.10	\$ 14,041.49	\$ 14,559.12	\$ 18,578.73				
	\$ 37.51	\$ -	\$ 15.63	\$ -	\$ 245.80	\$ 2,651.25	\$ 37.50	\$ 55.00	\$ 2.50				
	\$ 38,171.25	\$ 38,921.35	\$ 59,309.36	\$ 60,877.06	\$ 62,698.65	\$ 31,776.25	\$ 42,524.60	\$ 49,494.48	\$ 58,260.37	\$ -	\$ -	\$ -	

Collection/amb

No. of Accounts

													\$ -
--	--	--	--	--	--	--	--	--	--	--	--	--	------

0

Write Offs/Ambi

No. of Accounts

													\$ -
--	--	--	--	--	--	--	--	--	--	--	--	--	------

0

Misc. W&S Posted to Prior Year - \$27.01

W&S Posted to Prior Year - \$19,611.25

Landfill Posted to Prior Year - \$563.30

Water Received	\$73,578.21	\$ 98,190.39	\$ 72,907.44	\$ 57,862.21	\$ 48,821.47	\$ 42,974.44	\$ 41,178.82	\$ 37,797.77	\$ 37,805.86				
Sewer Received	\$54,744.35	\$ 79,653.83	\$ 55,347.13	\$ 59,230.56	\$ 58,218.57	\$ 57,948.31	\$ 59,692.16	\$ 55,494.26	\$ 54,612.36				
Water O/S	\$9,543.05	\$ 8,674.22	\$ 15,006.99	\$ 17,660.01	\$ 16,280.18	\$ 32,252.39	\$ 13,539.64	\$ 16,757.26	\$ 18,253.10				
Sewer O/S	\$12,308.63	\$ 7,134.25	\$ 13,945.94	\$ 14,730.77	\$ 15,654.24	\$ 17,049.49	\$ 14,905.97	\$ 18,123.10	\$ 21,426.04				

LANDER COUNTY COMMISSIONERS MEETING
4/26/2018

Agenda Item Number _15__

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

Public Comment:

Background:

Recommended Action:

1. Monthly Reports to Lander County Commissioners. February/March, 2018.
2. Barrick Cortez. Application for Grass Valley Infiltration Water Pollution Control Permit Barrick Cortez Inc.
3. United States Department of the Interior. Bureau of Land Management. Elko District Office. Livestock Grazing Management Decision. Notice of Closure to Livestock grazing and Rehabilitation Objectives. Wildfire Management Decision. Temporary Protective Fence Construction. Twenty Five Allotment. 2017 Rooster's Comb Fire.

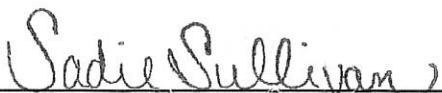
MONTHLY REPORTS TO LANDER COUNTY COMMISSIONERS

FEBRUARY / MARCH, 2018

- 1) LANDER COUNTY CLERK – MONIES COLLECTED FOR THE MONTH OF MARCH, 2018**
- 2) AUSTIN JUSTICE OF THE PEACE – MONIES COLLECTED FOR THE MONTH OF MARCH, 2018**
- 3) ARGENTA JUSTICE COURT – FINES/FORFEITS FOR THE MONTH OF MARCH , 2018**
- 4) LANDER COUNTY RECORDER – TOTAL AMOUNT REMITTED TO TREASURER FOR THE MONTH OF MARCH, 2018**
- 5) LANDER COUNTY TREASURER – TECHNOLOGY FEES FOR THE MONTH OF FEBRUARY, 2018**

Lander County Clerk's Office
Monies Collected for the Month of:
MARCH, 2018

<u>ACCOUNT</u>	<u>AMOUNT</u>
TOTAL STATE FEES	\$ 1,338.00
TOTAL COUNTY FEES	\$ 5,036.04
TOTAL LAW LIBRARY FUND	\$ 360.00
TOTAL DOMESTIC VIOLENCE	\$ 75.00
TOTAL LEGAL AID FUND	\$ 391.00
TOTAL DRUG TEST FEES	\$ 4,967.25
 TOTAL MONIES COLLECTED FOR	
THE MONTH OF MARCH, 2018	\$ 12,167.29



LANDER COUNTY CLERK

Approved by State Board of Accounts for LANDER County - 2018

To Auditor of LANDER County, NEVADA
Collecting for Period: 02/28/2018 thru 03/28/2018

Account	Prior Collections	Collections This Period	Year To Date Collections
6I AA FEE - GENETIC MARKER ANALYSIS	1,695.00	138.00	1,833.00
6I AA FEE - JUSTICE #085-32003	3,969.00	336.00	4,305.00
6I AA FEE - JUVENILE #286-32006	1,134.00	96.00	1,230.00
6I AA FEE - STATE (A #090-32005	19,425.94	1,668.00	21,093.94
6I AA FEE - STATE (G #090-000-32013	2,835.00	240.00	3,075.00
6I BAIL FORFEITURES #001-35030	39,026.00	3,455.00	42,481.00
6I BAIL/BOND PROCESSING FEE	37.50	0.00	37.50
6I BOND FILING FEE VICTIMS OF CRIME	50.00	0.00	50.00
6I CIVIL FEES	37.50	0.00	37.50
6I CIVIL FEES - COURT ACCOUNT/	25.00	0.00	25.00
6I COUNTY FINES/FORF #001-35030	1,920.00	695.00	2,615.00
6I DEPARTMENT OF WILDLIFE - COUNTY	400.00	0.00	400.00
6I DEPARTMENT OF WILDLIFE CIVIL FEES	720.00	0.00	720.00
6I DOMESTIC VIOLENCE FEE	0.00	0.00	0.00
6I DUI SPECIALTY COURT FEE (AOC)	0.00	0.00	0.00
6I EPAYMENT CONVENIENCE FEE	1,555.38	153.26	1,708.64
6I FACILITY ASSESSME #285-34201	5,683.50	460.00	6,143.50
6I FELONY/GROSS MISD FORF -	0.00	0.00	0.00
SPECIALTY CO			
6I FELONY/GROSS MISD FORF - VICTIMS	0.00	0.00	0.00
OF C			
6I FINE - STATE OF N #090-35030	0.00	135.00	135.00
6I FINE -LANDER COUN #090-35030	0.00	0.00	0.00
6I LC98-3 OTHER #01-32009	10.00	0.00	10.00
6I MISCELLANEOUS FEE #001-000-38080	61.15	0.00	61.15
6I NON SUFFICIENT FUNDS	30.00	0.00	30.00
6I NRS 4.065 (SB#62) #090-32015	1.00	0.00	1.00
6I OVERPAYMENTS TO THE COUNTY	5.00	0.00	5.00
6I SPECIALTY COURT F #090-32207	3,990.00	322.00	4,312.00
6I SUBSTANCE ABUSE FEE (CHEMICAL	0.00	0.00	0.00
FEE)			
Totals:	82,610.97	7,698.26	90,309.23

State of NEVADA LANDER County, SS:

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

 CLERK OF THE AUSTIN JUSTICE COURT COUR

LANDER COUNTY CLERK

2018 APR -2 PM 1:02

FILED

RECEIVED

APR 02 2018

LANDER COUNTY CLERK

THIS WARNING BAR MUST HAVE A GRAY BACKGROUND WHICH FADES TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. ADDITIONAL SECURITY FEATURES ARE LISTED ON THE BACK.

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

001096

DATE 3-29-18 94-7074/3212

PAY
TO THE
ORDER OF

Lander County Treasurer

\$ 7545.00

Seven Thousand Five Hundred Forty Five

DOLLARS

WELLS FARGO BANK, N.A.
NEVADA

VOID AFTER 90 DAYS

MEMO March 2018

⑈001096⑈ ⑆321270742⑆ 0404029175⑈

RECEIVED

APR 02 2018

LANDER COUNTY CLERK

ARGENTA JUSTICE COURT
MONTHLY FINANCIAL STATEMENT

I, Max W. Bunch, JUSTICE OF THE PEACE OF ARGENTA TOWNSHIP, LANDER COUNTY,
NEVADA, DO HEREBY SWEAR, UNDER OATH, THAT THE FOLLOWING IS A TRUE AND
CORRECT ACCOUNTING OF ALL FEES RECEIVED BY ME FOR THE MONTH ENDING
MARCH, 2018.

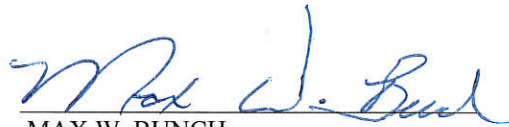
Atchison	(WEDDING)	\$ 70.00
Macarthur	(WEDDING)	\$ 70.00

TOTAL	\$ 140.00
-------	-----------

FILED

2018 APR -2 PM 2:15

LANDER COUNTY CLERK

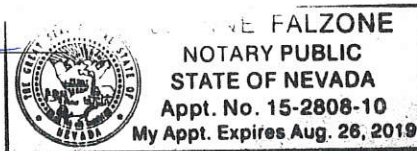


MAX W. BUNCH
JUSTICE OF THE PEACE

State of Nevada
County of Lander

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 2nd, DAY OF April, 2018


NOTARY PUBLIC



FINES & FEES MONTH OF MARCH 2018

Disbursed Total

32,429.00

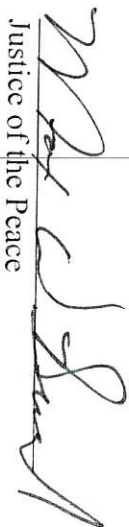
Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
6H AA FEE - STATE (AOC)	LANDER COUNTY TREASURER	N/A	N/A	6,788.00	194
6H AA FEE - JUSTICE	LANDER COUNTY TREASURER	N/A	N/A	1,477.00	192
6H AA FEE - JUVENILE	LANDER COUNTY TREASURER	N/A	N/A	422.00	192
6H AA FEE - STATE (GENERAL)	LANDER COUNTY TREASURER	N/A	N/A	1,055.00	192
6H AA FEE - GENETIC MARKER ANALYSIS	LANDER COUNTY TREASURER	N/A	N/A	630.00	192
6H BAIL/BOND PROCESSING FEE BOND FEES	LANDER COUNTY TREASURER	N/A	N/A	56.25	3
6H CIVIL FEES	LANDER COUNTY TREASURER	N/A	N/A	977.25	20
6H CIVIL FEES - COURT ACCOUNT	LANDER COUNTY TREASURER	N/A	N/A	456.00	23
6H DOMESTIC VIOLENCE FEE	LANDER COUNTY TREASURER	N/A	N/A	35.00	1
6H FACSIMILE FEES	LANDER COUNTY TREASURER	N/A	N/A	334.50	0
6H COUNTY FINES/FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	5,911.00	35
6H FACILITY ASSESSMENT FEE	LANDER COUNTY TREASURER	N/A	N/A	2,098.00	193
6H LC98-3 OTHER	LANDER COUNTY TREASURER	N/A	N/A	190.00	19
6H MARRIAGE FEE - STATE	LANDER COUNTY TREASURER	N/A	N/A	5.00	0
6H SUBSTANCE ABUSE FEE (CHEMICAL FEES)	LANDER COUNTY TREASURER	N/A	N/A	60.00	1
6H NRS 4.065 (SB#62)	LANDER COUNTY TREASURER	N/A	N/A	19.00	19
6H SPECIALTY COURT FEE (MISD)	LANDER COUNTY TREASURER	N/A	N/A	1,470.00	192
6H DUI SPECIALTY COURT FEE (AOC)	LANDER COUNTY TREASURER	N/A	N/A	100.00	1
6H STATE FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	10,270.00	168
6H BOND FILING FEE VICTIMS OF CRIME	LANDER COUNTY TREASURER	N/A	N/A	75.00	

*** End of Report ***

STATE OF NEVADA
COUNTY OF LANDER

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

Subscribed and sworn to before me this 30TH day of March, 2018.


Justice of the Peace

LANDER COUNTY CLERK
2018 MAR 30 PM 4:16

FILED

Lander County Recorder

Lesley L Bunch

50 State Route 305

Battle Mountain, NV 89820

FILED

2018 APR -2 AM 9: 49

LANDER COUNTY CLERK

MONTHLY REPORT

The following fees were collected for the period of March 1, 2018 thru March 31, 2018

<u>ACCOUNT</u>	<u>AMOUNT</u>
RECORDINGS	\$5,934.00
OUTSTANDING RCD	\$0.00
OVERPYMT KEPT	\$0.00
OVERPYMT VOUCHER	\$10.00
AB 6 NOD FORECLOSURE MEDIATION FUND	\$90.00
AB 6 NOD BUDGET SHORTFALL	\$150.00
AB 259 NOD INDIGENT	\$10.00
REAL PROPERTY TRANSFER TAX (General)	\$1,411.30
REAL PROPERTY TRANSFER TAX (State .10)	\$256.60
REAL PROPERTY TRANSFER TAX (State 1.30)	\$3,335.80
COPY WORK	\$353.50
SB 14 DOMESTIC VIOLENCE FUND	\$15.00
TECHNOLOGY FEE	\$2,295.00
FUND TO ASSIST (Previous Foster Care)	\$459.00
LEGAL SERVICES FOR INDIGENT	\$1,377.00
COMPENSATION OF INVESTIGATORS APPOINTED BY DISTRICT COURT	\$459.00
DEPARTMENT OF MINERALS (State)	\$3,600.00
MAPS	<u>\$5,395.00</u>
TOTAL AMOUNT REMITTED TO TREASURER:	\$25,151.20



Lander County Recorder

REPORTING MONTH OF February 2018

FUND #300--TECHNOLOGY FEES

RECORDER

BEGINNING BALANCE February 2018	\$50,469.88
REVENUE	\$1,210.00
Expenditures	(682.94)
Adjustment	
ENDING BALANCE February 2018	\$50,996.94

ASSESSOR

BEGINNING BALANCE February 2018	\$2,293,686.30
REVENUE	1,494.78
EXPENDITURES	(27,474.00)
Adj Btwn Fnds	-
Interest 2017 Adjustment	
ENDING BALANCE-February 2018	\$2,267,707.08

CLERK

BEGINNING BALANCE February 2018	\$28.15
REVENUE	\$0.00
EXPENDITURES	\$0.00
Interest 2017 Adjustment	\$0.00
ENDING BALANCE February 2018	\$28.15

TOTALS

February 2018 Beginning Balance	\$2,371,156.91
Recorder	527.06
Assessor	(25,979.22)
CLERK	\$0.00
February 2018 Ending Balance	\$2,345,704.75

R Murphy
Lander County Treasurer/Gene Etcheverry

Yearly Recap July 2017 Thru June 30, 2018

Beginning Bal July 2017	2,414,584.78
Revenue	649,230.31
Expenditures	(643,832.64)
Interest	22,106.71
Adj	(96,384.41)
Ending Balance June 30, 2018	2,345,704.75

RECEIVED

MAR 13 2018

LANDER COUNTY CLERK

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

300 TECHNOLOGY FEES
PERIOD ENDING 2/28/18

REVENUES	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	%
31010 REAL PROPERTY TAXES-	.00	.00	.00	.00	0
32221 RECORDER TECH FEES	8,500.00	1,210.00	19,702.00	11,202.00-	231
32223 ASSESSOR TECH FEES	300,000.00	1,494.78	212,448.19	87,551.81	70
32224 DIST COURT TECH FEES	.00	.00	.00	.00	0
38007 INTEREST-RECORDER	21.00	.00	.00	21.00	0
38009 INTEREST-ASSESSOR	2,125.00	.00	.00	2,125.00	0
38013 INTEREST-DIST. COURT	.00	.00	.00	.00	0
38046 ASSESOR TECH NET PRO	.00	.00	.00	.00	0
38080 MISCELLANEOUS REVENUE	.00	.00	.00	.00	0
38122 GRANT-OTS CRASH	.00	.00	.00	.00	0
39009 TRANS IN FMV	.00	.00	.00	.00	0
TOTAL REVENUES	310,646.00	2,704.78	232,150.19	78,495.81	74
EXPENDITURES					
59045 TRANS OF REVENUES	.00	.00	.00	.00	0
TOTAL	.00	.00	.00	.00	0
067 RECORDER					
53920 SERVICE AND SUPPLIES	17,500.00	682.94	5,760.79	11,739.21	32
53991 MINOR EQUIP/FURNITUR	5,000.00	.00	2,127.94	2,872.06	42
59015 TRANS OUT INTEREST	.00	.00	.00	.00	0
59950 MISCELLANEOUS	2,500.00	.00	.00	2,500.00	0
TOTAL RECORDER	25,000.00	682.94	7,888.73	17,111.27	31
068 ASSESSOR					
53920 SERVICE AND SUPPLIES	550,000.00	613.00	74,429.00	475,571.00	13
53991 MINOR EQUIP/FURNITUR	315,000.00	1,567.00	52,859.00	262,141.00	16
54010 NEW FIXED ASSETS	770,000.00	25,294.00	25,294.00	744,706.00	3
54095	.00	.00	.00	.00	0
59045 TRANS OF REVENUES	.00	.00	.00	.00	0
59405	.00	.00	.00	.00	0
TOTAL ASSESSOR	1,635,000.00	27,474.00	152,582.00	1,482,418.00	9
069 DISTRICT COURT					
53920 SERVICE AND SUPPLIES	.00	.00	.00	.00	0
53991 MINOR EQUIP/FURNITUR	.00	.00	.00	.00	0
TOTAL DISTRICT COURT	.00	.00	.00	.00	0
TOTAL EXPENDITURES	1,660,000.00	28,156.94	160,470.73	1,499,529.27	9
NET REV & EXPENDITURE	1,349,354.00-	25,452.16-	71,679.46	1,421,033.46-	5-
	=====	=====	=====	=====	=====

TREASURER'S ACCOUNTING LEDGER
FOR ACCOUNTS: 000 THRU 999 - 2/01/18 THRU 2/28/18

Rept No.	Receipt Description	Act TP	Date	Debit Amount	Credit Amount	Balance	PBA No.
ACCOUNT-300	TECHNOLOGY FEES	TYPE- FUND					
				Beginning Balance		2,371,156.91	
58124	WEEK ENDING 02-02-18	300 CR	02/05/18		210.00	2,371,366.91	300-000-32221-000 RECORDER TECH FEES
58147	WEEK ENDING 02-09-18	300 CR	02/12/18		85.00	2,371,451.91	300-000-32221-000 RECORDER TECH FEES
2088	COMM BILLS 02-08-18	300 DS	02/15/18	814.00		2,370,637.91	300-000-00000-000
2098	SPEC EXPND 02-08-18	300 DS	02/15/18	93.94		2,370,543.97	300-000-00000-000
58213	2015-16 REAL PRDP	300 CR	02/27/18		.09	2,370,544.06	300-000-32223-000 ASSESSOR TECH FEES
58214	2016-17 REAL PRDP	300 CR	02/27/18		3.88	2,370,547.94	300-000-32223-000 ASSESSOR TECH FEES
58215	2017-18 REAL PRDP	300 CR	02/27/18		76.80	2,370,624.74	300-000-32223-000 ASSESSOR TECH FEES
58216	2011-12 PERS PRDP	300 CR	02/27/18		.41	2,370,625.15	300-000-32223-000 ASSESSOR TECH FEES
58217	2012-13 PERS PRDP	300 CR	02/27/18		.41	2,370,625.56	300-000-32223-000 ASSESSOR TECH FEES
58218	2013-14 PERS PRDP	300 CR	02/27/18		.40	2,370,625.96	300-000-32223-000 ASSESSOR TECH FEES
58219	2014-15 PERS PRDP	300 CR	02/27/18		.41	2,370,626.37	300-000-32223-000 ASSESSOR TECH FEES
58220	2015-16 PERS PRDP	300 CR	02/27/18		3.62	2,370,629.99	300-000-32223-000 ASSESSOR TECH FEES
58221	2016-17 PERS PRDP	300 CR	02/27/18		11.67	2,370,641.66	300-000-32223-000 ASSESSOR TECH FEES
58222	2017-18 PERS PRDP	300 CR	02/27/18		1,397.09	2,372,038.75	300-000-32223-000 ASSESSOR TECH FEES
2228	COMM BILLS 02-22-18	300 DS	02/28/18	27,249.00		2,344,789.75	300-000-00000-000
58231	WEEK ENDING 02-28-18	300 CR	02/28/18		915.00	2,345,704.75	300-000-32221-000 RECORDER TECH FEES
				28,156.94	2,704.78		
ACCOUNT-300	TECHNOLOGY FEES			ENDING BALANCE		2,345,704.75	



BARRICK CORTEZ, INC.
HC 66 Box 1250
Crescent Valley, Nevada
U.S.A.
89821-1250

Tel: (775) 468-4400
Fax: (775) 468-4496

April 5, 2018

CERTIFIED MAIL: 7015 0640 0005 8579 4069
RETURN RECEIPT REQUESTED

County Commissioners
Lander County, Nevada
315 South Humboldt Street
Battle Mountain, NV 989820

**Re: Application for Grass Valley Infiltration Water Pollution Control Permit
Barrick Cortez Inc.**

To the Board:

Barrick Cortez Inc. (Cortez) is submitting an application for a Water Pollution Control Permit for the Grass Valley Infiltration Project to the Nevada Division of Environmental Protection – Bureau of Mining Regulation and Reclamation (NDEP-BMRR). The Water Pollution Control Permit application is required by the NDEP-BMRR in order for Cortez to continue with mining activities associated with the Cortez Hills Project.

Notice of this application is provided to you, the Lander County, Nevada County commissioners, as required by the Nevada Administrative code 445A.394.

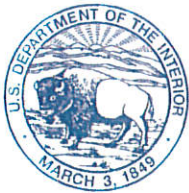
If you have any questions or comments, please contact Aimee Keys at 775-468-4289.

Respectfully,

Curtis J. Cadwell
Vice President, Cortez

CJC/AMK: mc

Ec: Natasha Zittel, NDEP-BMRR
Amanda Steensen, BCI
Mark Miller, BCI
Aimee Keys, BCI



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Elko District Office
3900 East Idaho Street
Elko, Nevada 89801
http://www.blm.gov/nv/st/en/fo/elko_field_office.html

In Reply Refer To:
4130, 4190 (NVE0200)

APR 10 2018

LIVESTOCK GRAZING MANAGEMENT DECISION
Notice of Closure to Livestock Grazing
And Rehabilitation Objectives
WILDFIRE MANAGEMENT DECISION
Temporary Protective Fence Construction
Twenty Five Allotment
2017 Rooster's Comb Fire

CERTIFIED MAIL NO. 7017 1000 0001 0635 3396
RETURN RECEIPT REQUESTED

25 Ranch, LLC.
P.O. Box 3
Battle Mountain, NV 89820

Dear Mr. Price:

During the 2017 wildfire season, the Roosters Comb Fire burned approximately 200,000 acres of public land in the Twenty Five Allotment and the Boulder Field Allotment (See Map 1. Roosters Comb Fire Livestock Closure). This wildfire resulted in temporary losses of livestock forage and wildlife habitat.

Part I of this decision addresses the closure to livestock grazing of the area affected by the 2017 Roosters Comb Fire in the Twenty Five Allotment, the temporary suspension of active preference associated with the closed area, and the rehabilitation objectives for reauthorization of livestock grazing in the closed area. This decision is being issued as a final decision effective upon issuance in accordance with 43 CFR § 4110.3-3(b).

Part II of this decision authorizes the construction of temporary protective fences to exclude livestock grazing from the burned areas. This decision is being issued as a final decision effective upon issuance in accordance with 43 CFR §4190.1(a)(2).

The Tuscarora Field Office completed a Determination of NEPA Adequacy(DNA), (DOI-BLM-NV-E020-2017-0039-DNA), documenting that these actions are in conformance with the Elko Resource Management Plan, as amended, and have been sufficiently analyzed in previous NEPA documents as identified in the DNA. This decision serves as the Decision Record for this DNA, which can be found at the following link: <https://go.usa.gov/xQxuT>

On February 28, 2018, this office mailed a public consultation letter to affected permittees, government agencies responsible for managing resources on the allotments, and members of the public interested in livestock grazing management. The district received three comment letters, one from Jon Marvel on March 13th, one from Eureka County on March 16th, and one from the Nevada Department of Wildlife (NDOW) on March 21st. Mr. Marvel requested an objective for sagebrush be included in the fire closure decisions; the BLM planted sagebrush in many fires and will monitor those areas as provided for in the

ES & R plans, but does not include sagebrush establishment as a criteria for lifting livestock closures because it is not a forage species. Both Eureka County and NDOW primarily offered recommendations for strategies that could be incorporated into the grazing closures; BLM believes these have been adequately addressed within the bounds of applicable regulations and policies in the decisions, but does note in response to one specific point Eureka County raised that this decision covers only temporary fence construction and closures to livestock grazing, as all other planned rehabilitation treatments were approved through previously issued decisions and indeed most of these have already been implemented. Copies of the comment letters are available for review at the Elko District Office.

PART I. CLOSURE AND TEMPORARY SUSPENSION OF ACTIVE PREFERENCE

For protection of the soils, establishment of seeded species, restoration of plant vigor and seed production, and re-establishment of native species on the public lands within the Twenty Five Allotment, I hereby exclude grazing by any kind of livestock within the designated closed area associated with the Roosters Comb Fire of 2017.

Livestock grazing is not authorized in the closed area until re-open criteria has been met or deemed unattainable. If after being notified of unauthorized use, the permittee has not taken corrective actions to remove livestock, a trespass may be issued pursuant to 43 CFR § 4150.- Unauthorized Grazing Use.

The Animal Unit Months (AUMs) of active preference associated with the closed area will be temporarily suspended until rehabilitation objectives outlined in this decision have been achieved or deemed unattainable through monitoring. The authorized officer will notify you in writing that the closed areas are reopened to authorized livestock use and your suspended AUMs are returned to active use. The AUMs of active preference placed in temporary suspension are based on AUM summaries from the range survey adjudication maps in the grazing case files. Suspended and remaining available AUMs are summarized in Table 1.

Table 1. Proposed Suspended and Available AUMs Twenty Five Allotment

Allotment	Fire	Pastures Closed	Active (AUMs)	Temporary Suspension (AUMs)	Available (AUMs)
Twenty Five	Roosters Comb	Sixmile	556	556	0
Twenty Five	Roosters Comb	Black Mountain	1,001	1,001	0
Twenty Five	Roosters Comb	S.W. Santa Renia	3,935	2,705	1,230
Twenty Five	Roosters Comb	West Caps/Lower Caps	557	557	0
Twenty Five	Roosters Comb	East Caps/Upper Caps	712	712	0
Twenty Five	Roosters Comb	Boulder Field/ Seeding	1,111	1,111	0
Twenty Five	Roosters Comb	Red Hills	1,186	1,186	0
Twenty Five	Roosters Comb	N.E. Sheep Creek	3,504	1,429	2,075

GRAZING MANAGEMENT

Portions of the Roosters Comb Fire are closed to livestock grazing (see table 1.) until rehabilitation objectives are met or deemed unattainable through monitoring and will be evaluated annually (see **Closure**

Period below). Portions of the burned area will be protected by temporary fence in the Sixmile and Santa Renia pastures as shown on the attached map. In the Northeast of the Sheep Creek pasture livestock movements will be controlled by water and herding. Livestock trailing will be allowed through the following closed pastures: Sheep Creek, and Santa Renia in order to allow for ranch operations and pasture rotations in the allotment. Livestock grazing will be allowed in the remainder of the allotment provided that permitted use, total AUMs, and the utilization objectives outlined in the Elko Resource Management Plan or allotment-specific management plans are not exceeded. During the closure period the permittee will be required to meet annually with the BLM to plan for grazing on the open areas.

REHABILITATION OBJECTIVE

A. Vegetation Recovery, Unseeded and Seeded Areas

1. Unseeded Closed Burned Areas

a. An average of three perennial grasses per square meter rooted firmly in the soil and/or one forage shrub or forage subshrub. Perennial grasses that would count toward the three perennial grasses per square meter objective include, but are not limited to, Bluebunch wheatgrass, Crested wheatgrass, Siberian wheatgrass, Thurber's needlegrass, Indian ricegrass, Bottlebrush squirreltail, Idaho fescue, Russian wildrye, and other perennial grasses similar in stature.

2. Seeded Areas

a. Species selection would be based on factors such as ecological site, soils, topography, and potential for seedling establishment. An average of three perennial grasses per square meter rooted firmly in the soil and/or one forage shrub or forage subshrub. Perennial grasses that would count toward the three perennial grasses per square meter objective include, but are not limited to, Bluebunch wheatgrass, Crested wheatgrass, Siberian wheatgrass, Thurber's needlegrass, Indian ricegrass, Bottlebrush squirreltail, Idaho fescue, Russian wildrye, and other perennial grasses similar in stature.

The BLM believes that achieving the average of three perennial grasses per square meter is an indication there would likely be adequate amounts of roots and above ground cover to limit the redistribution and loss of soil resources, keep invasive species such as cheatgrass, if present, as a minor component of the plant community, and allow fire-affected areas to be productive enough to allow livestock grazing to resume. In addition to the seeded species, there may be perennial and annual forbs and/or grasses present, all of which can contribute to the overall stability of the site. Given the variety of plant species that are likely to grow after the fire, and their spatial variability across these landscapes, BLM will be analyzing the density data and related field notes and photographs to assess plant vigor and cover to help determine when the density objective is met.

B. Native Shrub and Forb Establishment

Sagebrush

The BLM has determined that livestock grazing is not likely to be a major factor in preventing the establishment and survival of sagebrush and other seeded species not included in the above objectives, for this reason objectives have not been established for sagebrush or seeded forbs for the purposes of determining when the burned areas may be re-opened to livestock grazing; however, monitoring will be conducted to measure the effectiveness of the rehabilitation efforts.

CLOSURE PERIOD

The closure will remain in effect until the rehabilitation objectives, outlined in this decision, have been met or have been deemed unattainable. The burned area will be evaluated annually for the potential to meet the objectives. Some of the factors to be considered in this evaluation would be: amount of total precipitation, amount of annual grasses, and amount of growing season precipitation, how close the burned areas are to meeting the rehabilitation objectives, use levels by wildlife and unauthorized livestock use and what benefits, if any, an additional growing season of rest might provide. Consideration might be given to developing alternate strategies for achieving objectives including site specific fencing or use of other livestock management tools. If additional rest is needed, the closed area(s) would remain closed. If

it is determined that the objectives cannot be met after considering the factors outlined above, the burned area would be re-opened to managed livestock grazing.

MONITORING

Permittees and interested parties are invited and encouraged to participate in the monitoring efforts. Density data will be collected using the Density Method described in the 1996 Interagency Technical Reference "Sampling Vegetation Attributes."

Monitoring sites will be selected to adequately monitor the effects of the fire and post burn recovery. Generally, monitoring information will be collected after the end of the first to third growing seasons, and in following seasons, and in following years as deemed necessary.

PART II. TEMPORARY FENCE CONSTRUCTION

Construct approximately 14.5 miles of temporary protective fencing as shown on Map 2, Roosters Comb Fire Livestock Closure. The following Required Design Features (RDFs) are added as stipulations to the project approval in order to be in compliance with the Nevada and Northeastern California Greater Sage-Grouse Approved Resource Management Plan Amendment:

- Load and unload all equipment on existing roads to minimize disturbance to vegetation and soil.
- To reduce predator perching in Greater Sage-Grouse (GRSG) habitat, limit the construction of vertical facilities and fences to the minimum number and amount needed and install anti-perch devices where applicable.
- Instruct all construction employees to avoid harassment and disturbance of wildlife, especially during GRSG breeding (e.g., courtship and nesting) season. In addition, pets shall not be permitted on site during construction.
- Implement project site-cleaning practices to preclude the accumulation of debris, solid waste, putrescible wastes, and other potential anthropogenic subsidies for predators of GRSG.
- Control the spread and effects of non-native, invasive plant species (e.g. by washing vehicles and equipment, minimize unnecessary surface disturbance). All projects are required to have a noxious weed management plan in place prior to construction and operation.
- Equip temporary and permanent above ground facilities with structures or devices that discourage nesting and perching of raptors, corvids, and other predators.

In addition to the above, the Tuscarora Field Office (TFO) requires that sage-grouse flight diverters be installed on any temporary fences built within 1.2 miles of any active or pending sage-grouse leks.

AUTHORITIES AND PROVISIONS FOR APPEAL AND PETITION FOR STAY- PART I.

The authority for this decision is contained in Title 43 of the Code of Federal Regulations, which states in pertinent parts;

43 CFR § 4110.3-2 (a) Decreasing Active Use "The Authorized Officer may suspend active use in whole or in part on a temporary basis due to reasons specified in § 4110.3-3 (b)(1), or to facilitate installation, maintenance, or modification of range improvements."

43 CFR § 4110.3-3 Implementing Changes in Active Use "(b)(1) After consultation with, or a reasonable attempt to consult with, affected permittees or lessees and the state having lands or responsible for managing resources within the area, the authorized officer will close allotments or portions of allotments to grazing by any kind of livestock or modify authorized grazing use notwithstanding the provisions of

paragraph (a) of this section when the authorized officer determines and documents that (i) The soil, vegetation, or other resources on the public lands require immediate protection because of conditions such as drought, fire, flood, insect infestation; or (ii) Continued grazing use poses an imminent likelihood of significant resource damage. (2) Notices of closure and decisions requiring modification of authorized grazing use may be issued as final decisions effective upon issuance or on the date specified in the decision. Such decisions will remain in effect pending the decision on appeal unless the Office of hearing and Appeals grants a stay in accordance with § 4.472 of this title.”

43 CFR § 4160.3(c) Final Decisions “Notwithstanding the provisions of § 4.21(a) of this title pertaining to the period during which a final decision will not be in effect, the authorized officer may provide that the final decision shall be effective upon issuance or on a date established in the decision and shall remain in effect pending the decision on appeal unless a stay is granted by the Office of Hearings and Appeals...”

PROVISIONS FOR APPEAL AND PETITION FOR A STAY

All appeals of Part I of this decision must be in accordance with the following process. DO NOT use the information on the enclosed Form 1842-1, “Information on Taking Appeals to the Interior Board of Land Appeals”

In accordance with 43 CFR § 4160.4, any person whose interest is adversely affected by a final decision of the authorized officer may appeal the decision for the purpose of a hearing before an administrative law judge and may also petition for a stay of the decision pending final determination on appeal. Appeals and petitions for a stay of the decision shall be filed at the office of the authorized officer. An appeal must be filed within the office of the authorized officer within 30 days of your receipt of this decision. Additionally the person appealing must serve a copy of their appeal and petition for stay on any person named in the decision including the name to which the decision is addressed, those listed at the end of this decision, and the Office of the Solicitor, Pacific Southwest Region, U.S. Department of the Interior, 2800 Cottage Way, Room E-2753, Sacramento, CA 95825-1890 within 15 days of filing the appeal and petition for stay. Appellant needs to be able to document service to any other person named in the decision and the Solicitor.

In accordance with 43 CFR § 4.470, the appeal shall state the reasons, clearly and concisely, why the appellant thinks the final decision of the authorized officer is in error.

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

- (1) The relative harm to the parties if the stay is granted or denied;
- (2) The likelihood of the appellant’s success on the merits;
- (3) The likelihood of immediate and irreparable harm if the stay is not granted; and,
- (4) Whether the public interest favors granting the stay.

The appellant requesting a stay bears the burden of proof to demonstrate that a stay should be granted.

Any person named in the decision from which an appeal is taken (other than the appellant) who wishes to file a response to the petition for a stay may file with the Hearings Division a motion to intervene in the appeal, together with the responses, within 10 days after receiving the petition. Within 15 days after filing the motion to intervene and response, the person must serve copies on the appellant, the Office of the Solicitor and any other person named in the decision (43 CFR § 4.472(b)).

AUTHORITIES AND PROVISIONS FOR APPEAL AND PETITION FOR STAY- PART II

This wildfire management decision is issued under 43 CFR §4190.1 and is effective immediately. The BLM has made the determination that vegetation, soil, or other resources on the public lands are at immediate risk of erosion or other damage due to wildfire. Thus, notwithstanding the provisions of 43 CFR §4.21(a)(1), filing a notice of appeal under 43 CFR Part 4 does not automatically suspend the effect of the decision. Appeal of this decision may be made to the Interior Board of Land Appeals in

accordance with 43 CFR §4.410. The Interior Board of Land Appeals must decide an appeal of this decision within 60 days after all pleadings have been filed, and within 180 days after the appeal was filed as contained in 43 CFR §4.416. Appellants must follow procedures outlined in the enclosed form "Information on Taking Appeals to the Board of Land Appeals."

Persons wishing to appeal both parts of this decision must follow both of the provisions outlined above for the respective parts of the decision.

Sincerely,



Melanie A. Peterson
Field Manager
Tuscarora Field Office

Enclosure: As stated

cc:

26 Ranch, Inc.
1546 Cole Blvd., Suite 270
Lakewood CO 80401
Certified Mail No. 7017 1450 0001 8789 7520

American Ag Credit
P.O. Box 2088
Elko NV 89803
Certified Mail No. 7017 1450 0001 8789 7537

Carl Slagowski
HC 65 Box 30
Carlin NV 89822
Certified Mail No. 7017 1450 0001 8789 7544

Congressman Mark Amodei
Attn: Martin Paris, Rural Representative
905 Railroad St., Suite 104 D
Elko NV 89801

Dean & Sharon Rhoads
P.O. Box 8
Tuscarora NV 89834
Certified Mail No. 7017 1450 0001 8789 8312

Ellison Ranching Co.
HC 32 Box 240
Tuscarora NV 89834
Certified Mail No. 7017 1450 0001 8789 7513

Eureka County Department of Natural Resources
P.O. Box 682
Eureka NV 89316
Certified Mail No. 7017 1450 0001 8789 7551

Eureka County District Attorney
Attn: Theodore Beutel
P.O. Box 190
Eureka NV 89316
Certified Mail No. 7017 1450 0001 8789 7568

Jerry Todd
P.O. Box 73
Eureka NV 89316
Certified Mail No. 7017 1450 0001 8789 7575

Jim Baumann
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Kathy Gregg
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El Dorado CA 95623-4540
Certified Mail No. 7017 1450 0001 8789 7599

Ken Conley
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Eureka NV 89316
Certified Mail No. 7017 1450 0001 8789 7605

Lander County
Board of County Commissioners
50 State Route 305
Battle Mountain NV 89820
Certified Mail No. 7017 1450 0001 8789 7612

Laurel Marshall
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Eureka NV 89316
Certified Mail No. 7017 1450 0001 8789 7629

Lenny Fiorenzi
P.O. Box 193
Eureka NV 89316
Certified Mail No. 7017 1450 0001 8789 7636

Mike Marvel
P.O. Box 1194
Battle Mountain NV 89820
Certified Mail No. 7017 1450 0001 8789 7643

Natural Resources Management Advisory Commission
Attn: John Baldwin
540 Court St., Suite 104
Elko NV 89801
Certified Mail No. 7017 1450 0001 8789 7650

Nevada Cattlemen's Association
P.O. Box 310
Elko NV 89803
Certified Mail No. 7017 1450 0001 8789 7667

Nevada Department of Agriculture
David Voth, Rangeland Health Program Manager
4780 E. Idaho St.
Elko NV 89801
Certified Mail No. 7017 1450 0001 8789 7674

Nevada Department of Wildlife
Attn: Caleb McAdoo
60 Youth Center Rd.
Elko NV 89801
Certified Mail No. 7017 1450 0001 8789 7681

Nevada State Clearing House
Department of Administration
901 S. Stewart St., Suite 5003
Carson City NV 89701
Certified Mail No. 7017 1450 0001 8789 7698

Resource Concepts, Inc.
Attn: John L. McLain
340 N Minnesota St.
Carson City NV 89703-4152
Certified Mail No. 7017 1450 0001 8789 7704

Steve Foree
312 Blakeland Dr.
Spring Creek NV 89815
Certified Mail No. 7017 1450 0001 8789 7711

Sustainable Grazing Coalition
Attn: Richard A. Orr
P.O. Box 145
Caliente NV 89008
Certified Mail No. 7017 1450 0001 8789 7728



U.S. Fish & Wildlife Service
Attn: Carolyn Swed
1340 Financial Blvd., Suite 234
Reno NV 89502
Certified Mail No. 7017 1450 0001 8789 7735

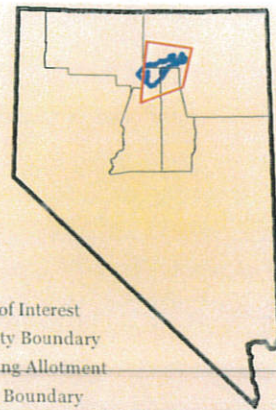
U.S. Senator Dean Heller
Ashley Carrigan
400 S. Virginia St., Suite 738
Reno NV 89501-2125

Western Watersheds Project
C/O Paul Ruprecht
P.O. Box 12356
Reno NV 89510
Certified Mail No. 7017 1450 0001 8789 7742




Wildlands Defense
Attn: Katie Fite
P.O. Box 125
Boise ID 83701
Certified Mail No. 7017 1450 0001 8789 7759

Roosters Comb Fire Livestock Closure

-  Area of Interest
-  County Boundary
-  Grazing Allotment
-  State Boundary







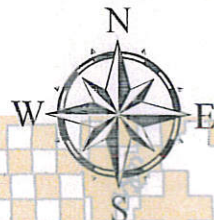
25 ALLOTMENT

-  Fire Perimeter
-  Closed Pasture
-  Temporary Fence

Pasture Name

-  Beaver Creek
-  Black Mountain
-  Bolder Neck
-  Boulder Creek
-  Boulder Field
-  Boulder Seeding
-  Coon Creek
-  East Caps/Upper Caps
-  East Izzenhood
-  East Rooster Comb
-  Eleven Mile
-  Izzenhood
-  Izzenhood Basin
-  Lakes Mine
-  Maggie Creek
-  North 11 Mile
-  North North Sixmile
-  North Six Mile
-  Red Hills
-  Red Hills/Willow Ck
-  Rooster Comb
-  Santa Renia
-  Sheep Creek
-  Six Mile
-  St. John's Fields
-  Strip/Grays Garden
-  Toro Canyon
-  West 11 Mile
-  West Caps/Lower Caps
-  West Rooster Comb
-  Willow Seeding

- Land Status
-  BIA
-  State
-  Private
-  Public



0

24
Miles



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ELKO DISTRICT OFFICE



"NO WARRANTY IS MADE BY THE BUREAU OF LAND MANAGEMENT AS TO THE ACCURACY, RELIABILITY, OR COMPLETENESS OF THESE DATA FOR INDIVIDUAL USE OR AGGREGATE USE WITH OTHER DATA."

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

INFORMATION ON TAKING APPEALS TO THE INTERIOR BOARD OF LAND APPEALS

DO NOT APPEAL UNLESS

1. This decision is adverse to you,
AND
2. You believe it is incorrect

IF YOU APPEAL, THE FOLLOWING PROCEDURES MUST BE FOLLOWED

- | | |
|-----------------------------|--|
| 1. NOTICE OF APPEAL..... | A person who wishes to appeal to the Interior Board of Land Appeals must file in the office of the officer who made the decision (not the Interior Board of Land Appeals) a notice that he wishes to appeal. A person served with the decision being appealed must transmit the <i>Notice of Appeal</i> in time for it to be filed in the office where it is required to be filed within 30 days after the date of service. If a decision is published in the FEDERAL REGISTER, a person not served with the decision must transmit a <i>Notice of Appeal</i> in time for it to be filed within 30 days after the date of publication (43 CFR 4.411 and 4.413). |
| 2. WHERE TO FILE | Bureau of Land Management
Melanie A. Peterson
Tuscarora Field Office Manager
3900 E. Idaho St.
Elko, NV 89801 |
| NOTICE OF APPEAL..... | |
| WITH COPY TO SOLICITOR... | Office of the Solicitor, Pacific Southwest Region
U.S. Department of the Interior
2800 Cottage Way, Room E-2753
Sacramento, CA 95825-1890 |
| 3. STATEMENT OF REASONS | Within 30 days after filing the <i>Notice of Appeal</i> , file a complete statement of the reasons why you are appealing. This must be filed with the United States Department of the Interior, Office of Hearings and Appeals, Interior Board of Land Appeals, 801 N. Quincy Street, MS 300-QC, Arlington, Virginia 22203. If you fully stated your reasons for appealing when filing the <i>Notice of Appeal</i> , no additional statement is necessary (43 CFR 4.412 and 4.413). |
| WITH COPY TO SOLICITOR..... | Office of the Solicitor, Pacific Southwest Region
U.S. Department of the Interior
2800 Cottage Way, Room E-2753
Sacramento, CA 95825-1890 |
| 4. ADVERSE PARTIES..... | Within 15 days after each document is filed, each adverse party named in the decision and the Regional Solicitor or Field Solicitor having jurisdiction over the State in which the appeal arose must be served with a copy of: (a) the <i>Notice of Appeal</i> , (b) the Statement of Reasons, and (c) any other documents filed (43 CFR 4.413). |
| 5. PROOF OF SERVICE..... | Within 15 days after any document is served on an adverse party, file proof of that service with the United States Department of the Interior, Office of Hearings and Appeals, Interior Board of Land Appeals, 801 N. Quincy Street, MS 300-QC, Arlington, Virginia 22203. This may consist of a certified or registered mail "Return Receipt Card" signed by the adverse party (43 CFR 4.401(c)). |
| 6. REQUEST FOR STAY..... | Except where program-specific regulations place this decision in full force and effect or provide for an automatic stay, the decision becomes effective upon the expiration of the time allowed for filing an appeal unless a petition for a stay is timely filed together with a <i>Notice of Appeal</i> (43 CFR 4.21). If you wish to file a petition for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Interior Board of Land Appeals, the petition for a stay must accompany your <i>Notice of Appeal</i> (43 CFR 4.21 or 43 CFR 2801.10 or 43 CFR 2881.10). A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the <i>Notice of Appeal</i> and Petition for a Stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay. Except as otherwise provided by law or other pertinent regulations, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards: (1) the relative harm to the parties if the stay is granted or denied, (2) the likelihood of the appellant's success on the merits, (3) the likelihood of immediate and irreparable harm if the stay is not granted, and (4) whether the public interest favors granting the stay. |

Unless these procedures are followed, your appeal will be subject to dismissal (43 CFR 4.402). Be certain that all communications are identified by serial number of the case being appealed.

NOTE: A document is not filed until it is actually received in the proper office (43 CFR 4.401(a)). See 43 CFR Part 4, Subpart B for general rules relating to procedures and practice involving appeals.

(Continued on page 2)

43 CFR SUBPART 1821--GENERAL INFORMATION

Sec. 1821.10 Where are BLM offices located? (a) In addition to the Headquarters Office in Washington, D.C. and seven national level support and service centers, BLM operates 12 State Offices each having several subsidiary offices called Field Offices. The addresses of the State Offices can be found in the most recent edition of 43 CFR 1821.10. The State Office geographical areas of jurisdiction are as follows:

STATE OFFICES AND AREAS OF JURISDICTION:

Alaska State Office ----- Alaska
Arizona State Office ----- Arizona
California State Office ----- California
Colorado State Office ----- Colorado
Eastern States Office ----- Arkansas, Iowa, Louisiana, Minnesota, Missouri
and, all States east of the Mississippi River
Idaho State Office ----- Idaho
Montana State Office ----- Montana, North Dakota and South Dakota
Nevada State Office ----- Nevada
New Mexico State Office ----- New Mexico, Kansas, Oklahoma and Texas
Oregon State Office ----- Oregon and Washington
Utah State Office ----- Utah
Wyoming State Office ----- Wyoming and Nebraska

(b) A list of the names, addresses, and geographical areas of jurisdiction of all Field Offices of the Bureau of Land Management can be obtained at the above addresses or any office of the Bureau of Land Management, including the Washington Office, Bureau of Land Management, 1849 C Street, NW, Washington, DC 20240.

(Form 1842-1, September 2006)