

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

**May 23, 2019**

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

**Also Via Teleconference At**

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

9:00 A.M

Call to Order

Pledge of Allegiance

A Moment of Silence

**Lander County Commissioners may break for lunch from 12:00 pm to 1:15 pm.**

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

**Commissioners Reports on meetings, conferences, and seminars attended.**

**Staff Reports on meetings, conferences and seminars attended.**

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

**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 May 23, 2019 Agenda Notice
- (2) Approval of March 14, 2019 Meeting Minutes
- (3) Approval of March 18 through 19, 2019 Special Meeting Budget Workshop Minutes
- (4) Approval of March 28, 2019 Meeting Minutes
- (5) Approval of April 1, 2019 Special Meeting Budget Workshop Minutes
- (6) Approval of April 11, 2019 Meeting Minutes
- (7) Approval of April 25, 2019 Meeting Minutes
- (8) Approval of May 9, 2019 Meeting Minutes
- (9) Approval of the Payment of Bills

**COMMISSIONERS**

- (1) Discussion and possible action to approve/disapprove the closure of Altenburg Avenue to host a street dance for the 10<sup>th</sup> Annual Car Show August 23<sup>rd</sup> starting at 6pm and ending at 1am, and all other matters properly related thereto.

*Public Comment*

- (2) Discussion for possible action on whether to ratify the County Manager's direction of taking down the bell tower from the Austin Youth Center for safety reasons, and all other matters properly related thereto.

*Public Comment*

- (3) Discussion and possible action to approve/disapprove the dissolution of the Livestock Event Center Advisory Board or the advertisement of the vacant seats to fill the Board, and all other matters properly related thereto.

*Public Comment*

- (4) Discussion and possible action to approve/disapprove a healthcare package for Lander County Employees:  
United Healthcare - 0% increase  
Anthem Bluecross and Blueshield - 27% increase  
and all other matters properly related thereto.

*Public Comment*

- (5) Discussion and possible action regarding the Nevada Day committee, and all other matters properly related thereto.

*Public Comment*

- (6) Update regarding the speed limits in Lander County, and all other matters properly related thereto.

*Public Comment*

- (7) Discussion and possible action to approve/disapprove a Memorandum of Agreement (MOA) between the United States of America Department of Transportation Federal Aviation Administration and Lander County for Airport Sponsors who receive AIP Grants, and all other matters properly related thereto.

*Public Comment*

- (8) Discussion and possible action to approve/disapprove a Lease for Real Property between the United States of America Department of the Interior, Bureau of Land Management and Lander County for premises located at the Battle Mountain Airport to operate a full-service air tanker base, and all other matters properly related thereto.

*Public Comment*

- (9) Discussion and possible action to approve/disapprove the amended the Interlocal/Intralocal Contract for Services between the Department of Health and Human Services, Aging and Disability Services Division and Lander County for ongoing services to children with intellectual and developmental disabilities, and all other matters properly related thereto.

*Public Comment*

**BUILDING DEPARTMENT**

- (10) Discussion and possible action to approve/disapprove a Service Agreement between RHP Mechanical Systems and Lander County for maintenance and service for the Lander County Courthouse and Administration Building, and all other matters properly related thereto.

*Public Comment*

**PLANNING DEPARTMENT**

- (11) Discussion and possible action to approve/disapprove a Zone Change request for Mary Kathleen Ferrigan Annis located at 775 North First Street in Battle Mountain, changing APN 002-084-03 from Manufactured Housing/Residential/Commercial (MRC) to Single Family Residential (R-1), and all other matters properly related thereto.

*Public Comment*

**SHERIFF**

- (12) Update from Robert Quick, Undersheriff regarding the Public Safety Building Project (Sheriff's Office), and all other matters properly related thereto.

*Public Comment*

- (13) Discussion and possible action for a change order to incorporate the FY 2019-2020 Fire Panel Replacement Project budgeted monies for the Sheriff's Office into the ongoing Sheriff's Office Building Stucco and Repair Project and to utilize any additional funds from the project contingency to fund the project, , and all other matters properly related thereto.

*Public Comment*

- (14) Discussion and possible action to reallocate existing budgeted monies under 029-000-54010 FA-24 in the amount of \$20,000.00 for the purchase of a MFP Copier for the Sheriff's Office, and all other matters properly related thereto.

*Public Comment*

**FINANCE**

- (15) Discussion and possible action to approve/disapprove the resolution 2019-05 to set the tax rate for The University of Nevada Cooperative Extension (Ag Extension), and all other matters properly related thereto.

*Public Comment*

- (16) Discussion and possible action approve/disapprove the Lander County Final Budget for FY 19/20 and the submission to The Department of Taxation, and all other matters properly related thereto.

*Public Comment*

**PUBLIC WORKS**

- (17) Presentation of an appreciation plaque to Wilma Santoyo for her 50+ years of service to the Battle Mountain Cemetery, and all other matters properly related thereto.

*Public Comment*

- (18) Update from the Public Works Director, and all other properly related thereto.

*Public Comment*

**CORRESPONDENCE**

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

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

**ADJOURN**

**NOTE: TIMES ARE APPROXIMATE**

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

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

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

AFFIDAVIT OF POSTING

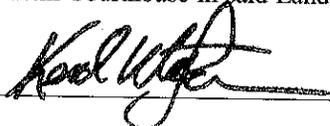
State of Nevada )

) ss

County of Lander)

Keith Westengard, Lander County Manager of said Lander County, Nevada, being duly sworn, says, that on the 17<sup>th</sup> day of May, 2019, he posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse, 4) Swackhamer's Plaza Bulletin Board, 5) Kingston Community Hall Bulletin Board, and 6) Austin Courthouse in said Lander County, where proceedings are pending.

Keith Westengard, Lander County Manager \_\_\_\_\_



Subscribed and sworn to before me this 17<sup>th</sup> day of May, 2019.

Witness \_\_\_\_\_



Name of Agenda: Lander County Commission

Date of Meeting: May 23, 2019

*Cindy Benson*  
*Lander County Fiscal Officer*

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**LANDER COUNTY COMMISSION MEETING**

**May 23, 2019**

**APPROVE**

**Check #'s**

**202996**

**203002**

**203006**

**203023**

*Cindy Benson*

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Cindy Benson – Fiscal Officer

COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

202996

VENDOR: 210366 FINANCE AND ACCOUNTING OFFICER, USAED, SACRAMENTO

05/09/2019

202996

DATE	INVOICE #	DESCRIPTION
5/8/2019	5/8/19	EROC L2/FWI# 2C22KC/ADVACCT #78 FA-28

AMOUNT  
12,000.00

CHECK TOTAL 12,000.00

PLEASE DETACH AND FILE

COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

203002

VENDOR: 000624 BUSINESS CARD

05/10/2019

203002

DATE	INVOICE #	DESCRIPTION
4/24/2019	APRIL 2019	4024 4900 0001 2515

AMOUNT  
2,752.37

CHECK TOTAL 2,752.37

PLEASE DETACH AND FILE

COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

203006

VENDOR: 209827 JUDIE A. ALLAN

05/10/2019

DATE	INVOICE #	DESCRIPTION
5/9/2019	5/14/19 - 5/17/19	TRAVEL ADVANCE - NACO - SPOKANE

203006  
AMOUNT  
968.16

CHECK TOTAL 968.16

PLEASE DETACH AND FILE

COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

203023

VENDOR: 210364 SCHROEDER LAW OFFICES

05/10/2019

DATE	INVOICE #	DESCRIPTION
5/7/2019	5/7/19	ACCT# 1551-00 AMICUS BRIEF

203023  
AMOUNT  
3,000.00

CHECK TOTAL 3,000.00

PLEASE DETACH AND FILE

*Cindy Benson*  
*Lander County Fiscal Officer*

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**LANDER COUNTY COMMISSION MEETING**

**May 23, 2019**

**APPROVE**

**Check #'s**  
**203075**

*Cindy Benson*

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**Cindy Benson – Fiscal Officer**

COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

203075

VENDOR: 209138 WELLS FARGO PAYMENT CENTER

05/15/2019

203075

DATE	INVOICE #	DESCRIPTION	AMOUNT
5/3/2019	5/3/19	APRIL 2019 STATEMENT - 8433	11,520.90

CHECK TOTAL 11,520.90

PLEASE DETACH AND FILE



**Cindy Benson**  
**Lander County Fiscal Officer**

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ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

DATE

Fiscal Officer

05-17-19

**LANDER COUNTY COMMISSION MEETING**

May 23, 2019

APPROVE/DISAPPROVE

SUBMITTED EXPENDITURES IN THE AMOUNT OF \$2,032,030.84

From Check #203080 thru #203215

# Check Register

Lander County, NV

Packet: APPKT00115 - 5/23/19 - COMMISSION

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
000098	ADVANCED DATA SYSTEMS INC	05/23/2019	Regular	0.00	4,563.00	203080
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">1904017</a>	Invoice	04/30/2019	DATA PROCESSING APRIL 2019	0.00	4,563.00	
<a href="#">001-002-53560</a>	MAINTENANCE/CONTRA		CLERK		447.00	
<a href="#">001-003-53920</a>	SERVICE AND SUPPLIES		TREASURER		514.00	
<a href="#">001-006-53200</a>	COMPUTER SERVICE		ASSESSOR		1,118.00	
<a href="#">001-007-53560</a>	MAINTENANCE/CONTRA		FISC-OFC		1,874.00	
<a href="#">001-008-53260</a>	DUES AND SUBSCRIPTIO		BLDG/PLAN		60.00	
<a href="#">001-035-53200</a>	COMPUTER SERVICE		GENERAL SYSTEMS		200.00	
<a href="#">226-000-53920</a>	SERVICE AND SUPPLIES		UTIL MGMT		175.00	
<a href="#">236-000-53920</a>	SERVICE AND SUPPLIES		UTIL MGMT		175.00	
207950	ALEX RANGEL	05/23/2019	Regular	0.00	210.00	203081
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">5/21/19</a>	Invoice	05/21/2019	PER DIEM DRUG INTERDICTION & TRAFFI	0.00	210.00	
<a href="#">001-012-53940</a>	TRAVEL AND TRAINING		PER DIEM DRUG INTERDIC		210.00	
209413	ALLISON MACKENZIE, LTD	05/23/2019	Regular	0.00	2,725.22	203082
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">184838</a>	Invoice	05/09/2019	PROFESSIONAL SERVICES THRU 4/30/19	0.00	2,725.22	
<a href="#">001-005-53521</a>	LABOR RELATIONS		PROFESSIONAL SERVICES T		2,725.22	
210361	AMERICA'S TARP COMPANY	05/23/2019	Regular	0.00	3,552.00	203083
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">692</a>	Invoice	05/02/2019	CUSTOM-GREEN VINYL MESH 10X24 & 12	0.00	2,252.00	
<a href="#">052-055-54010</a>	NEW FIXED ASSETS		CUSTOM-GREEN VINYL ME		2,252.00	
<a href="#">693</a>	Invoice	05/02/2019	CUSTOM-MULTI MSH TRIANGLE 20X20X2	0.00	1,300.00	
<a href="#">052-055-53991</a>	MINOR EQUIP/FURNITU		CUSTOM-MULTI MSH TRIA		1,300.00	
208866	AMPED-OUT-ELECTRICAL, LLC	05/23/2019	Regular	0.00	625.99	203084
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">3290</a>	Invoice	04/29/2019	REC CENTER / SWIMMING POOL	0.00	625.99	
<a href="#">001-009-53560</a>	MAINTENANCE/CONTRA		REC CENTER / SWIMMING		625.99	
210274	AQUA SOURCE	05/23/2019	Regular	0.00	1,268.04	203085
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">39103</a>	Invoice	05/15/2019	FILTER / VALVE / ADAPTER	0.00	1,016.80	
<a href="#">052-055-53880</a>	REPAIR & MAINTENANC		FILTER / VALVE / ADAPTER		1,016.80	
<a href="#">39220</a>	Invoice	05/02/2019	PALIN TEST TUBES	0.00	251.24	
<a href="#">052-055-53920</a>	SERVICE AND SUPPLIES		PALIN TEST TUBES		251.24	
208281	ATLANTIS CASINO RESORT	05/23/2019	Regular	0.00	563.65	203086
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">1240778/3261</a>	Invoice	04/19/2019	WESTENGARD, KEITH 4/16	0.00	225.46	
<a href="#">001-005-53940</a>	TRAVEL AND TRAINING		WESTENGARD, KEITH 4/16		225.46	
<a href="#">1241038/3104</a>	Invoice	04/25/2019	PRIEST, STEPHEN - HWY DRUG INVESTIGA	0.00	338.19	

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<a href="#">001-012-53940</a>		TRAVEL AND TRAINING	PRIEST, STEPHEN - HWY D		338.19	
000360	B M CLINIC	05/23/2019	Regular	0.00	1,725.00	203087
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">251208-AOW</a>	Invoice	09/25/2018	TONIA BAKKER		115.00	
<a href="#">001-035-53150</a>		COUNTY PHYSICALS		TONIA BAKKER	115.00	
<a href="#">251674-AOW</a>	Invoice	10/02/2018	GINGER M SMITH		115.00	
<a href="#">001-035-53150</a>		COUNTY PHYSICALS		GINGER M SMITH	115.00	
<a href="#">252290-AOW</a>	Invoice	10/11/2018	FREDRICK L GLOBEL		115.00	
<a href="#">001-035-53150</a>		COUNTY PHYSICALS		FREDRICK L GLOBEL	115.00	
<a href="#">252669-AOW</a>	Invoice	10/18/2018	BRADLEY R OLSON		115.00	
<a href="#">001-035-53150</a>		COUNTY PHYSICALS		BRADLEY R OLSON	115.00	
<a href="#">253595-AOW</a>	Invoice	10/31/2018	CASSANDRA RUBIO		115.00	
<a href="#">001-035-53150</a>		COUNTY PHYSICALS		CASSANDRA RUBIO	115.00	
<a href="#">255391-AOW</a>	Invoice	11/30/2018	MARISELA RODRIGUEZ		115.00	
<a href="#">001-035-53150</a>		COUNTY PHYSICALS		MARISELA RODRIGUEZ	115.00	
<a href="#">257990-AOW</a>	Invoice	01/14/2019	SEAN E HARDY		115.00	
<a href="#">001-035-53150</a>		COUNTY PHYSICALS		SEAN E HARDY	115.00	
<a href="#">258257-AOW</a>	Invoice	01/16/2019	KAIDEN R SLAYBAUGH		115.00	
<a href="#">001-035-53150</a>		COUNTY PHYSICALS		KAIDEN R SLAYBAUGH	115.00	
<a href="#">258265-AOW</a>	Invoice	01/16/2019	JOSEPH T HUHTA		115.00	
<a href="#">001-035-53150</a>		COUNTY PHYSICALS		JOSEPH T HUHTA	115.00	
<a href="#">258385-AOW</a>	Invoice	01/17/2019	JIMMY D COX		115.00	
<a href="#">001-035-53150</a>		COUNTY PHYSICALS		JIMMY D COX	115.00	
<a href="#">260615-AOC</a>	Invoice	02/19/2019	RICHARD W HARDIN		115.00	
<a href="#">001-035-53150</a>		COUNTY PHYSICALS		RICHARD W HARDIN	115.00	
<a href="#">260931-AOW</a>	Invoice	02/22/2019	ROY A GLENN		115.00	
<a href="#">001-035-53150</a>		COUNTY PHYSICALS		ROY A GLENN	115.00	
<a href="#">261216-AOW</a>	Invoice	02/26/2019	ROBERT E BLAYLOCK		115.00	
<a href="#">001-035-53150</a>		COUNTY PHYSICALS		ROBERT BLAYLOCK	115.00	
<a href="#">261861-AOW</a>	Invoice	03/06/2019	GABRIELA CRUZ		115.00	
<a href="#">001-035-53150</a>		COUNTY PHYSICALS		GABRIELA CRUZ	115.00	
<a href="#">262786-AOW</a>	Invoice	03/20/2019	RICHARD L WILLIAMS		115.00	
<a href="#">001-035-53150</a>		COUNTY PHYSICALS		RICHARD L WILLIAMS	115.00	
000218	B M GENERAL HOSPITAL	05/23/2019	Regular	0.00	90.00	203088
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">23C18353</a>	Invoice	05/01/2019	RANDOM DRUG TESTING		90.00	
<a href="#">001-035-53150</a>		COUNTY PHYSICALS		RANDOM DRUG TESTING	90.00	
000218	B M GENERAL HOSPITAL	05/23/2019	Regular	0.00	6,788.41	203089
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">257504-AOD</a>	Invoice	01/07/2019	BARKER, ELVINA		30.00	
<a href="#">001-035-53150</a>		COUNTY PHYSICALS		BARKER, ELVINA	30.00	
<a href="#">257996-AOD</a>	Invoice	01/14/2019	HARDY, SEAN 0606		30.00	
<a href="#">001-035-53150</a>		COUNTY PHYSICALS		HARDY, SEAN 0606	30.00	
<a href="#">258266-AOD</a>	Invoice	01/16/2019	SLAYBAUGH, KAID		30.00	
<a href="#">001-035-53150</a>		COUNTY PHYSICALS		SLAYBAUGH, KAID	30.00	
<a href="#">258268-AOD</a>	Invoice	01/16/2019	HUHTA, JOSEPH O		30.00	
<a href="#">001-035-53150</a>		COUNTY PHYSICALS		HUHTA, JOSEPH O	30.00	
<a href="#">258393-AOD</a>	Invoice	01/17/2019	COX, JIMMY 0910		30.00	

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<a href="#">001-035-53150</a>	COUNTY PHYSICALS		COX, JIMMY 0910		30.00	
<a href="#">259560-AOD</a>	Invoice	02/04/2019	SLAYBAUGH, SHERA	0.00	30.00	
<a href="#">001-035-53150</a>	COUNTY PHYSICALS		SLAYBAUGH, SHERA		30.00	
<a href="#">260138-AOD</a>	Invoice	02/11/2019	DERR, JACK 03301	0.00	30.00	
<a href="#">001-035-53150</a>	COUNTY PHYSICALS		DERR, JACK 03301		30.00	
<a href="#">260744-AOD</a>	Invoice	02/20/2019	GLENN, ROY 09051	0.00	30.00	
<a href="#">001-035-53150</a>	COUNTY PHYSICALS		GLENN, ROY 09051		30.00	
<a href="#">261184-AOD</a>	Invoice	02/26/2019	BLAYLOCK, ROBERT	0.00	30.00	
<a href="#">001-035-53150</a>	COUNTY PHYSICALS		BLAYLOCK, ROBERT		30.00	
<a href="#">261918-AOD</a>	Invoice	03/07/2019	RUSSELL, JERRY	0.00	30.00	
<a href="#">001-035-53150</a>	COUNTY PHYSICALS		RUSSELL, JERRY		30.00	
<a href="#">263614-AOD</a>	Invoice	04/01/2019	AMES, MARK 0321	0.00	30.00	
<a href="#">001-035-53150</a>	COUNTY PHYSICALS		AMES, MARK 0321		30.00	
<a href="#">36</a>	Invoice	04/29/2019	LUCAS SERVICE AGREEMENT	0.00	3,511.20	
<a href="#">001-005-59373</a>	SAFETY EXPENSES		LUCAS SERVICE AGREEME		3,511.20	
<a href="#">38</a>	Invoice	04/26/2019	PEDI-MATE RESTRAINTS / NEO-MATE RES	0.00	2,506.63	
<a href="#">029-000-53991</a>	MINOR EQUIPMENT/FUR		PEDI-MATE RESTRAINTS /		2,506.63	
<a href="#">39</a>	Invoice	05/07/2019	BACKBOARD LIFT STRAP	0.00	120.58	
<a href="#">001-005-59373</a>	SAFETY EXPENSES		BACKBOARD LIFT STRAP		120.58	
<a href="#">40</a>	Invoice	05/08/2019	MRX CALIBRATION KINGSTON/BM EMS	0.00	320.00	
<a href="#">001-005-59373</a>	SAFETY EXPENSES		MRX CALIBRATION KINGST		320.00	
209257	B&B GARNER INC.	05/23/2019	Regular	0.00	3,548.68	203090
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">8427</a>	Invoice	05/03/2019	REPAIRS PUMPER #2 / LABOR	0.00	3,548.68	
<a href="#">001-017-53880</a>	REPAIR & MAINTENANC		REPAIRS / LABOR		3,548.68	
209533	BATTERY SYTEMS INC	05/23/2019	Regular	0.00	234.10	203091
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">4922188</a>	Invoice	05/09/2019	CAR BATTERIES	0.00	234.10	
<a href="#">002-065-53880</a>	REPAIR & MAINTENANC		CAR BATTERIES		234.10	
001275	BLUE MOON PORTABLES	05/23/2019	Regular	0.00	330.00	203092
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">10822</a>	Invoice	05/01/2019	LANDFILL / GOLF COURSE	0.00	330.00	
<a href="#">011-058-53980</a>	UTILITIES		LANDFILL / GOLF COURSE		165.00	
<a href="#">052-052-53980</a>	UTILITIES		LANDFILL / GOLF COURSE		165.00	
208978	BLUE TARP FINANCIAL, INC.	05/23/2019	Regular	0.00	574.02	203093
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">42403091</a>	Invoice	04/15/2019	CEMENT MIX	0.00	534.03	
<a href="#">002-065-53900</a>	ROAD & BRIDGE MATER		CEMENT MIX		534.03	
<a href="#">42500332</a>	Invoice	04/30/2019	RENEWED 1 YEAR ADVANT	0.00	39.99	
<a href="#">226-000-53920</a>	SERVICE AND SUPPLIES		RENEWED 1 YEAR ADVANT		19.99	
<a href="#">236-000-53920</a>	SERVICE AND SUPPLIES		RENEWED 1 YEAR ADVANT		20.00	
001051	BOARD OF REGENTS	05/23/2019	Regular	0.00	630.00	203094
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">MS041019A</a>	Invoice	04/10/2019	LEPC FLYERS	0.00	630.00	
<a href="#">001-050-59354</a>	SERC EXPENSE		LEPC FLYERS		630.00	
003413	BOBCAT OF RENO	05/23/2019	Regular	0.00	854.48	203095

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<a href="#">P11451</a>	Invoice	04/24/2019	CABLE/BULB/LIGHT ASY	0.00	171.71	
<a href="#">002-065-53880</a>			REPAIR & MAINTENANC		171.71	
<a href="#">P11513</a>	Invoice	04/30/2019	FILTERS / GASKET	0.00	219.31	
<a href="#">002-065-53880</a>			REPAIR & MAINTENANC		219.31	
<a href="#">P11588</a>	Invoice	05/06/2019	LIGHT ASY/BULB/FILTER/BOLTS/NUTS/68	0.00	463.46	
<a href="#">002-065-53880</a>			REPAIR & MAINTENANC		463.46	
210234	BRIAN WEBB	05/23/2019	Regular	0.00	58.25	203096
<a href="#">5/3/19</a>	Invoice	05/03/2019	REIMBURSEMENT CDL INSTRUCTION PER	0.00	58.25	
<a href="#">002-065-53940</a>			TRAVEL AND TRAINING		58.25	
208773	C & B OPERATIONS, LLC	05/23/2019	Regular	0.00	29.20	203097
<a href="#">10276979</a>	Invoice	05/10/2019	SHIELD	0.00	29.20	
<a href="#">052-052-53880</a>			REPAIR & MAINTENANC		29.20	
002315	CASHMAN EQUIPMENT	05/23/2019	Regular	0.00	6,817.50	203098
<a href="#">INCS0323568</a>	Credit Memo	05/13/2019	CREDIT FOR FREIGHT	0.00	-2,805.00	
<a href="#">002-066-53880</a>			REPAIR & MAINTENANC		-2,805.00	
<a href="#">INPS2938998</a>	Invoice	05/01/2019	FUEL CAP	0.00	36.38	
<a href="#">236-000-53880</a>			REPAIR & MAINTENANC		36.38	
<a href="#">INPS2939783</a>	Invoice	05/02/2019	CUTTING EDGES	0.00	3,940.60	
<a href="#">002-066-53880</a>			REPAIR & MAINTENANC		3,940.60	
<a href="#">INPS2940612</a>	Invoice	05/03/2019	ELEMENT	0.00	88.34	
<a href="#">011-058-53880</a>			REPAIR & MAINTENANC		88.34	
<a href="#">INPS2942948</a>	Invoice	05/08/2019	FILTER / NUTS / WASHER	0.00	230.21	
<a href="#">002-066-53880</a>			REPAIR & MAINTENANC		230.21	
<a href="#">INPS2942949</a>	Invoice	05/08/2019	NUTS / WASHERS / SHAFT / COTTER	0.00	200.11	
<a href="#">002-066-53880</a>			REPAIR & MAINTENANC		200.11	
<a href="#">INPS2942950</a>	Invoice	05/08/2019	STRIP WEAR	0.00	529.74	
<a href="#">002-066-53880</a>			REPAIR & MAINTENANC		529.74	
<a href="#">INPS2943785</a>	Invoice	05/09/2019	GLASS	0.00	832.82	
<a href="#">002-066-53880</a>			REPAIR & MAINTENANC		832.82	
<a href="#">INW01174102</a>	Invoice	05/04/2019	SPACER/BELT/SEAL/SENSORS/PULLEY/BE	0.00	3,764.30	
<a href="#">002-065-53880</a>			REPAIR & MAINTENANC		3,764.30	
210057	CFOA C/O STOREY COUNTY	05/23/2019	Regular	0.00	325.00	203099
<a href="#">SEPT 10-12, 2019</a>	Invoice	05/14/2019	LESLEY L. BUNCH / KAITLYN MCCONVILLE	0.00	325.00	
<a href="#">001-010-53940</a>			TRAVEL AND TRAINING		325.00	
207790	CHAMPION CHEVROLET	05/23/2019	Regular	0.00	112,143.75	203100
<a href="#">19-0888</a>	Invoice	05/02/2019	2019 TAHOE WAGON 1GNSKFEC1KR2943	0.00	37,381.25	
<a href="#">029-000-54010</a>			NEW FIXED ASSETS		37,381.25	
<a href="#">19-0913</a>	Invoice	05/02/2019	2019 TAHOE WAGON 1GNSKFECXKR2981	0.00	37,381.25	
<a href="#">029-000-54010</a>			NEW FIXED ASSETS		37,381.25	
<a href="#">19-0914</a>	Invoice	05/02/2019	2019 TAHOE WAGON 1GNSKFEC2KR2936	0.00	37,381.25	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<a href="#">029-000-54010</a>	NEW FIXED ASSETS		2019 TAHOE WAGON 1GN		37,381.25	
210367	CHRISTENSEN LAW GROUP LTD	05/23/2019	Regular	0.00	8,038.49	203101
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">5/8/19</a>	Invoice	05/08/2019	INVESTIGATION RAMOS/CLARK COMPLAI	0.00	8,038.49	
<a href="#">001-005-59205</a>	PROFESSIONAL SERVICES		INVESTIGATION RAMOS/C		8,038.49	
209719	CI TECHNOLOGIES, INC	05/23/2019	Regular	0.00	1,910.17	203102
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">9040</a>	Invoice	05/15/2019	LA PRO SOFTWARE & MAINTENANCE	0.00	1,910.17	
<a href="#">001-012-53560</a>	MAINTENANCE/CONTRA		LA PRO SOFTWARE & MAI		1,910.17	
209707	COMFORTS OF HOME	05/23/2019	Regular	0.00	258.00	203103
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">17562-A</a>	Invoice	03/18/2019	FRONT ENTRY WINDOW	0.00	258.00	
<a href="#">009-045-53991</a>	MINOR EQUIPMENT/FUR		FRONT ENTRY WINDOW		258.00	
207652	CONSTRUCTION SEALANTS & SUPPL	05/23/2019	Regular	0.00	2,868.00	203104
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">R127806</a>	Invoice	05/13/2019	COLD PATCH	0.00	2,868.00	
<a href="#">002-065-53900</a>	ROAD & BRIDGE MATER		COLD PATCH		2,868.00	
209536	CYNTHIA A WALSH	05/23/2019	Regular	0.00	109.44	203105
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">5/1/19</a>	Invoice	05/01/2019	LEDA MEETING	0.00	109.44	
<a href="#">001-001-53965</a>	ADVANCED BOARD TRA		LEDA MEETING		109.44	
000299	DAY ENGINEERING	05/23/2019	Regular	0.00	31,600.00	203106
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">2389</a>	Invoice	05/07/2019	WHITE KNIFE PROJECT FA-18	0.00	13,400.00	
<a href="#">055-000-53946</a>	WATER PROJECT		WHITE KNIFE PROJECT FA-		13,400.00	
<a href="#">2390</a>	Invoice	05/07/2019	AUSTIN ROAD REPAVE FA-34	0.00	13,700.00	
<a href="#">055-000-54011</a>	PAVING PROJECTS		AUSTIN ROAD REPAVE FA-		13,700.00	
<a href="#">2391</a>	Invoice	05/07/2019	BM AIRPORT FIRE POND PROJECT FA-21	0.00	4,500.00	
<a href="#">055-000-53280</a>	ENGINEERING		BM AIRPORT FIRE POND P		4,500.00	
210370	DEPT OF EMPLOYMENT, TRAINING &	05/23/2019	Regular	0.00	3,012.90	203107
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">3RD QUARTER - 2</a>	Invoice	04/23/2019	BUSSA, JUSTIN T - 1/12/19 - 3/23/19	0.00	3,012.90	
<a href="#">001-013-52012</a>	UNEMPLOYMENT		BUSSA, JUSTIN T - 1/12/19		3,012.90	
207533	DEREK ZACHARIAS	05/23/2019	Regular	0.00	416.00	203108
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">6/16/19</a>	Invoice	05/16/2019	PER DIEM POST SUPERVISOR PROGRAM	0.00	416.00	
<a href="#">001-012-53940</a>	TRAVEL AND TRAINING		PER DIEM POST SUPERVIS		416.00	
000147	DISPLAY SALES	05/23/2019	Regular	0.00	647.50	203109
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">INV-018803</a>	Invoice	04/19/2019	FLAGS FOR AUSTIN	0.00	647.50	
<a href="#">020-000-53920</a>	SERVICE AND SUPPLIES		FLAGS FOR AUSTIN		647.50	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
004605	DONNELLEY SPORTS	05/23/2019	Regular	0.00	495.04	203110
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">0000042974</a>	Invoice	04/15/2019	JAYPRO OUTDOOR VOLLEYBALL COMP.	0.00	495.04	
<a href="#">052-055-53920</a>		SERVICE AND SUPPLIES	JAYPRO OUTDOOR VOLLEY		495.04	
002996	ECOLAB	05/23/2019	Regular	0.00	682.59	203111
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">3302481</a>	Invoice	04/26/2019	LAUNDRY SOAP AND SOFTENER	0.00	682.59	
<a href="#">001-013-53740</a>		PRISONERS SUPPLY	LAUNDRY SOAP AND SOFT		682.59	
004467	ETCHEVERRYS FOOD TOWN	05/23/2019	Regular	0.00	2,209.39	203112
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">01-1249443 / 16</a>	Invoice	04/25/2019	DONUTS	0.00	14.22	
<a href="#">001-001-53920</a>		SERVICE AND SUPPLIES	DONUTS		14.22	
<a href="#">ACCT #120 - APRI</a>	Invoice	05/01/2019	SENIOR CENTER	0.00	35.61	
<a href="#">009-045-59251</a>		RAW FOOD	SENIOR CENTER		21.36	
<a href="#">009-047-59251</a>		RAW FOOD	SENIOR CENTER		14.25	
<a href="#">ACCT #17 - APRIL</a>	Invoice	05/01/2019	FIRE DEPT	0.00	76.12	
<a href="#">001-017-53920</a>		SERVICE AND SUPPLIES	FIRE DEPT		76.12	
<a href="#">ACCT #229 - 4/30</a>	Invoice	04/30/2019	INMATE MEALS	0.00	2,081.45	
<a href="#">001-013-53700</a>		PRISONERS MEALS	INMATE MEALS		2,081.45	
<a href="#">ACCT #429 - APRI</a>	Invoice	05/01/2019	CIVIC CENTER	0.00	1.99	
<a href="#">052-055-53920</a>		SERVICE AND SUPPLIES	CIVIC CENTER		1.99	
003086	FABTEC	05/23/2019	Regular	0.00	368.67	203113
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">1996</a>	Invoice	04/27/2019	FIRESTONE AIR MOUNT WO-13-58-7564	0.00	368.67	
<a href="#">002-065-53880</a>		REPAIR & MAINTENANC	FIRESTONE AIR MOUNT W		368.67	
207109	FIRST ADVANTAGE OHS	05/23/2019	Regular	0.00	303.33	203114
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">2516771904</a>	Invoice	04/30/2019	DRUG TESTING	0.00	303.33	
<a href="#">001-035-53150</a>		COUNTY PHYSICALS	DRUG TESTING		303.33	
005704	FLAG STORE SIGN & BANNER	05/23/2019	Regular	0.00	232.36	203115
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">201962</a>	Invoice	04/30/2019	FLAGS	0.00	232.36	
<a href="#">001-009-53880</a>		REPAIR & MAINTENANC	FLAGS		232.36	
208699	FRANK WHITMAN	05/23/2019	Regular	0.00	81.20	203116
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">5/6/19</a>	Invoice	05/06/2019	TRAVEL REIMBURSEMENT - PLUAC EUREK	0.00	81.20	
<a href="#">001-001-53965</a>		ADVANCED BOARD TRA	TRAVEL REIMBURSEMENT		81.20	
004463	GEM ST. PAPER & SUPPLY CO	05/23/2019	Regular	0.00	221.45	203117
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">1306355</a>	Invoice	03/08/2019	COLORED PAPER	0.00	86.10	
<a href="#">001-006-53920</a>		SERVICE AND SUPPLIES	COLORED PAPER		86.10	
<a href="#">1321822</a>	Invoice	05/09/2019	URINE DIGESTER / BATH TISSUE / TRASH	0.00	95.16	
<a href="#">001-009-59260</a>		JANITORIAL	URINE DIGESTER / BATH TI		95.16	
<a href="#">1321829</a>	Invoice	05/09/2019	BRUSH ROLL / BELT BRUSH DRIVE	0.00	40.19	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<a href="#">001-009-59260</a>	JANITORIAL		BRUSH ROLL / BELT BRUSH		40.19	
208668	GEO-GRAPHICS	05/23/2019	Regular	0.00	7,442.50	203118
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">190430A</a>	Invoice	04/30/2019	MAPPING SERVICES & SOFTWARE UPDAT	0.00	3,510.00	
<a href="#">001-006-53600</a>			MAPPING AND PLOTTIN		3,510.00	
<a href="#">190430B</a>	Invoice	04/30/2019	PATENTED MINING CLAIM MAPPING PRO	0.00	3,932.50	
<a href="#">300-068-53920</a>			SERVICE AND SUPPLIES		3,932.50	
006901	H.E. HUNEWILL CONSTRUCTION CO	05/23/2019	Regular	0.00	1,600,567.44	203119
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">215</a>	Invoice	05/01/2019	AUSTIN ROAD REHAB PROJECT FA-34	0.00	874,915.85	
<a href="#">055-000-54011</a>			PAVING PROJECTS		874,915.85	
<a href="#">216</a>	Invoice	05/06/2019	WHITE KNIFE PROJECT FA-18	0.00	725,651.59	
<a href="#">055-000-53946</a>			WATER PROJECT		725,651.59	
001412	HARRY'S BUSINESS MACHINES	05/23/2019	Regular	0.00	29.50	203120
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">154730</a>	Invoice	05/13/2019	2 INK RIBBONS	0.00	29.50	
<a href="#">001-005-53920</a>			SERVICE AND SUPPLIES		29.50	
209773	HINTONBURDICK,PLLC	05/23/2019	Regular	0.00	619.36	203121
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">205079</a>	Invoice	04/30/2019	NON-AUDIT SERVICE	0.00	619.36	
<a href="#">001-007-53100</a>			AUDIT AND BUDGET		619.36	
210250	HOLLAND AUTO PARTS	05/23/2019	Regular	0.00	159.03	203122
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">15406-3754</a>	Invoice	04/04/2019	XBO 1/2 X 5/8 TUBE	0.00	14.99	
<a href="#">001-017-53880</a>			REPAIR & MAINTENANC		14.99	
<a href="#">15406-4970</a>	Invoice	05/02/2019	GLOVES	0.00	13.78	
<a href="#">236-000-53920</a>			SERVICE AND SUPPLIES		13.78	
<a href="#">15406-5119</a>	Invoice	05/06/2019	BUSHING	0.00	2.19	
<a href="#">002-066-53880</a>			REPAIR & MAINTENANC		2.19	
<a href="#">15406-5231</a>	Invoice	05/08/2019	BATTERY	0.00	128.07	
<a href="#">002-066-53880</a>			REPAIR & MAINTENANC		128.07	
208532	HUGHES NETWORK SYSTEMS, LLC	05/23/2019	Regular	0.00	214.41	203123
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">B1-340827348</a>	Invoice	04/20/2019	INTERNET SERVICES	0.00	214.41	
<a href="#">002-065-53980</a>			UTILITIES		214.41	
001619	INLAND SUPPLY CO INC	05/23/2019	Regular	0.00	565.69	203124
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">1017602</a>	Invoice	02/18/2019	LINERS / DISH SOAP	0.00	431.88	
<a href="#">002-065-53920</a>			SERVICE AND SUPPLIES		431.88	
<a href="#">2007548</a>	Invoice	04/18/2019	LINERS / TOWELS / PUMICE STICKS	0.00	133.81	
<a href="#">052-057-59260</a>			JANITORIAL		133.81	
209885	INTERFLOW HYDROLOGY, INC.	05/23/2019	Regular	0.00	487.05	203125

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<a href="#">IFH-1488</a> <a href="#">226-000-53995</a>	Invoice	05/03/2019	WATER RIGHT MANAGEMENT SERVICES TECHNOLOGY FEES	0.00	487.05 487.05	
004486	INTERWEST SUPPLY CO, INC	05/23/2019	Regular	0.00	4,474.10	203126
<a href="#">IN0075412</a> <a href="#">002-066-53880</a>	Invoice	03/07/2019	SNOW PLOW BLADE AND PARTS REPAIR & MAINTENANC	0.00	1,760.00 1,760.00	
<a href="#">IN0075413</a> <a href="#">002-066-53880</a>	Invoice	03/07/2019	SNOW PLOW BLADE AND PARTS REPAIR & MAINTENANC	0.00	949.99 949.99	
<a href="#">IN0076330</a> <a href="#">002-065-53900</a>	Invoice	04/25/2019	2" CULVERT BANDS ROAD & BRIDGE MATER	0.00	364.14 364.14	
<a href="#">IN0076606</a> <a href="#">002-066-53880</a>	Invoice	05/08/2019	SNOW PLOW BLADE / COVERS / WEAR BA REPAIR & MAINTENANC	0.00	1,399.97 1,399.97	
210251	JIM MENESINI PETROLEUM, LLC	05/23/2019	Regular	0.00	2,816.00	203127
<a href="#">75437</a> <a href="#">002-065-53360</a>	Invoice	05/07/2019	UNLEADED GASOLINE 800 GALLONS GAS AND OIL	0.00	2,816.00 2,816.00	
210108	JNM MATERIALS TESTING	05/23/2019	Regular	0.00	18,475.00	203128
<a href="#">48</a> <a href="#">055-000-53946</a>	Invoice	05/04/2019	WHITE KNIFE PROJECT FA-18 WATER PROJECT	0.00	1,825.00 1,825.00	
<a href="#">49</a> <a href="#">055-000-54011</a>	Invoice	05/04/2019	AUSTIN ROAD REHAB FA-34 PAVING PROJECTS	0.00	7,275.00 7,275.00	
<a href="#">50</a> <a href="#">055-000-54011</a>	Invoice	05/11/2019	AUSTIN ROAD REHAB FA-34 PAVING PROJECTS	0.00	9,375.00 9,375.00	
209464	JONATHAN LUCAS	05/23/2019	Regular	0.00	210.00	203129
<a href="#">5/21/19</a> <a href="#">001-012-53940</a>	Invoice	05/21/2019	PER DIEM DRUG INTERDICTION & TRAFFI TRAVEL AND TRAINING	0.00	210.00 210.00	
207194	JOSEPH JONES	05/23/2019	Regular	0.00	427.00	203130
<a href="#">6/9/19</a> <a href="#">001-012-53940</a>	Invoice	05/16/2019	PER DIEM MDTS SR. INSTRUCTOR/MEB & TRAVEL AND TRAINING	0.00	427.00 427.00	
209686	JUSTICE AV SOLUTIONS INC.	05/23/2019	Regular	0.00	7,465.00	203131
<a href="#">INV-518638</a> <a href="#">001-023-53260</a>	Invoice	05/10/2019	JAVS MAINTENANCE AGREEMENT 7/1/19 DUES AND SUBSCRIPTIO	0.00	7,465.00 7,465.00	
001836	KIEFER AQUATICS	05/23/2019	Regular	0.00	1,835.55	203132
<a href="#">777336</a> <a href="#">052-055-53920</a>	Invoice	03/18/2019	GUARD CHAIR / KICKBOARD / JUNIOR SPR SERVICE AND SUPPLIES	0.00	1,835.55 1,835.55	
209794	KIMBALL MIDWEST	05/23/2019	Regular	0.00	634.44	203133

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
7099343	Invoice	04/30/2019	LOCK PIN	0.00	19.60	
<a href="#">226-000-53880</a>			REPAIR & MAINTENANC		19.60	
7099528	Invoice	04/30/2019	SHACKLES / DRILL BITS	0.00	614.84	
<a href="#">002-066-53880</a>			REPAIR & MAINTENANC		614.84	
209843	KIMBERLY SCHACHT	05/23/2019	Regular	0.00	184.00	203134
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<a href="#">4/25/19 - 4/28/1</a>	Invoice	05/13/2019	REIMBURSEMENT TRAVEL - EMS CNFRNC	0.00	184.00	
<a href="#">001-016-53940</a>			TRAVEL AND TRAINING		184.00	
210375	KRISTEN E RICHARDSON FNP PLLC	05/23/2019	Regular	0.00	1,650.00	203135
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<a href="#">7/1/18 - 4/1/19</a>	Invoice	05/08/2019	TELEMEDICINE / CONSULTATION / ADMI	0.00	1,650.00	
<a href="#">003-040-53820</a>			PUBLIC HEALTH NURSE		1,650.00	
210368	KWIK-SAW CONCRETE CUTTING, INC	05/23/2019	Regular	0.00	500.00	203136
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<a href="#">8716</a>	Invoice	05/03/2019	COURTHOUSE REPAIRS	0.00	500.00	
<a href="#">001-009-53560</a>			MAINTENANCE/CONTRA		500.00	
002239	L.N. CURTIS & SONS	05/23/2019	Regular	0.00	42,220.26	203137
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<a href="#">INV275586</a>	Invoice	04/19/2019	ULTIMATE SURE FIT 2-PLY HOOD CARBON	0.00	494.25	
<a href="#">029-000-53991</a>			MINOR EQUIPMENT/FUR		494.25	
<a href="#">INV278145</a>	Invoice	05/29/2019	EDRAULIC 2 COMBI PACKAGE (2)	0.00	27,386.01	
<a href="#">029-000-53991</a>			MINOR EQUIPMENT/FUR		27,386.01	
<a href="#">INV278978</a>	Invoice	04/30/2019	CARBON SPARE CYLINDER FA-20	0.00	14,340.00	
<a href="#">056-000-54010</a>			NEW FIXED ASSETS		14,340.00	
209742	LANDER HARDWARE LLC	05/23/2019	Regular	0.00	1,409.68	203138
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<a href="#">639394/145500</a>	Invoice	03/26/2019	POOL TEST STRIP / TEST STRIPS SPAWATR	0.00	29.97	
<a href="#">052-055-53880</a>			REPAIR & MAINTENANC		29.97	
<a href="#">639597/145600</a>	Invoice	04/01/2019	7 OUTLET TV SURGE	0.00	31.99	
<a href="#">052-053-59246</a>			BATTLE MTN LIVESTOCK		31.99	
<a href="#">639599/145600</a>	Invoice	04/01/2019	BATTERIES	0.00	15.99	
<a href="#">052-053-59246</a>			BATTLE MTN LIVESTOCK		15.99	
<a href="#">639657/145500</a>	Invoice	04/04/2019	POTTING SOIL/SPRINKLER REPAIR KIT	0.00	429.64	
<a href="#">052-063-53920</a>			SERVICE AND SUPPLIES		429.64	
<a href="#">639978/145500</a>	Invoice	04/15/2019	TANK STOCK	0.00	149.99	
<a href="#">052-053-59246</a>			BATTLE MTN LIVESTOCK		149.99	
<a href="#">639990/145500</a>	Invoice	04/16/2019	SPRAY PAINT / WIRE TIE RE-BAR	0.00	21.36	
<a href="#">052-053-59246</a>			BATTLE MTN LIVESTOCK		21.36	
<a href="#">640028/145600</a>	Invoice	04/17/2019	SCOURING STICK / LATEX GLOVES	0.00	12.57	
<a href="#">052-057-59260</a>			JANITORIAL		12.57	
<a href="#">640035/145600</a>	Invoice	04/17/2019	FLOAT / TRAILER HOSE	0.00	69.37	
<a href="#">052-053-59246</a>			BATTLE MTN LIVESTOCK		69.37	
<a href="#">640072/145500</a>	Invoice	04/18/2019	WASP KILLER	0.00	49.90	
<a href="#">052-053-59246</a>			BATTLE MTN LIVESTOCK		49.90	
<a href="#">640172/145600</a>	Invoice	04/22/2019	GLUE / SPREADER / BATTERIES	0.00	61.15	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<a href="#">052-053-59246</a>		BATTLE MTN LIVESTOCK	GLUE / SPREADER / BATTE		61.15	
<a href="#">640214/145500</a>	Invoice	04/23/2019	WASP KILLER	0.00	72.67	
<a href="#">002-066-53920</a>		SERVICE AND SUPPLIES	WASP KILLER		72.67	
<a href="#">640220/145600</a>	Invoice	04/23/2019	PAINT SUPPLIES	0.00	89.18	
<a href="#">052-053-59246</a>		BATTLE MTN LIVESTOCK	PAINT SUPPLIES		89.18	
<a href="#">640327/145600</a>	Invoice	04/25/2019	PAINT SUPPLIES	0.00	112.32	
<a href="#">052-053-59246</a>		BATTLE MTN LIVESTOCK	PAINT SUPPLIES		112.32	
<a href="#">640355/145500</a>	Invoice	04/26/2019	GRATE SCRUBBER / ENGINE BRITE SPRAY	0.00	12.98	
<a href="#">009-047-59255</a>		OFFICE SUPPLIES	GRATE SCRUBBER / ENGIN		7.78	
<a href="#">009-048-59255</a>		OFFICE SUPPLIES	GRATE SCRUBBER / ENGIN		5.20	
<a href="#">640466/145500</a>	Invoice	04/29/2019	CHIME DOOR WIRELESS	0.00	25.99	
<a href="#">001-016-53880</a>		REPAIR & MAINTENANC	CHIME DOOR WIRELESS		25.99	
<a href="#">640489/145500</a>	Invoice	04/30/2019	BUILDING SUPPLIES	0.00	13.17	
<a href="#">226-000-53920</a>		SERVICE AND SUPPLIES	BUILDING SUPPLIES		13.17	
<a href="#">640496/145600</a>	Invoice	04/30/2019	BUILDING SUPPLIES	0.00	3.40	
<a href="#">052-055-53920</a>		SERVICE AND SUPPLIES	BUILDING SUPPLIES		3.40	
<a href="#">640552/145500</a>	Invoice	05/02/2019	WIRE TIE RE-BAR	0.00	7.59	
<a href="#">226-000-53920</a>		SERVICE AND SUPPLIES	WIRE TIE RE-BAR		7.59	
<a href="#">640562/145500</a>	Invoice	05/02/2019	SNAP BOLTS / END BOLTS	0.00	77.91	
<a href="#">002-065-53880</a>		REPAIR & MAINTENANC	SNAP BOLTS / END BOLTS		77.91	
<a href="#">640697/145500</a>	Invoice	05/06/2019	CONTURE COOLER	0.00	31.99	
<a href="#">002-066-53920</a>		SERVICE AND SUPPLIES	CONTURE COOLER		31.99	
<a href="#">640747/145500</a>	Invoice	05/07/2019	SILICONE / CALKING	0.00	12.58	
<a href="#">001-009-59260</a>		JANITORIAL	SILICONE / CALKING		12.58	
<a href="#">640756/145500</a>	Invoice	05/07/2019	ELBOWS	0.00	7.56	
<a href="#">001-009-59260</a>		JANITORIAL	ELBOWS		7.56	
<a href="#">640807/145500</a>	Invoice	05/09/2019	TWINE/LEVEL LINE/TUBING/CUSTOM KEY	0.00	70.41	
<a href="#">002-065-53880</a>		REPAIR & MAINTENANC	TWINE/LEVEL LINE/TUBIN		70.41	
209999	**Void**	05/23/2019	Regular	0.00	0.00	203139
	LESLIE'S SWIMMING POOL SUPPLIES	05/23/2019	Regular	0.00	1,419.97	203140
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">00693-01-018622</a>	Invoice	05/08/2019	DOLPHIN C3 W/GYRO	0.00	1,419.97	
<a href="#">052-055-53920</a>		SERVICE AND SUPPLIES	DOLPHIN C3 W/GYRO		1,419.97	
208729	LEXIPOL LLC	05/23/2019	Regular	0.00	2,946.00	203141
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">28770</a>	Invoice	05/06/2019	ANNUAL SUBSCRIPTION POLICY MANUAL	0.00	2,946.00	
<a href="#">001-012-53560</a>		MAINTENANCE/CONTRA	ANNUAL SUBSCRIPTION P		2,946.00	
210369	MADONNA LONG CONSULTING LLC	05/23/2019	Regular	0.00	1,591.50	203142
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">4/1/19</a>	Invoice	04/01/2019	MONTHLY TIME SHEET - 4/2/19 - 4/25/19	0.00	1,591.50	
<a href="#">001-005-59205</a>		PROFESSIONAL SERVICES	MONTHLY TIME SHEET - 4/		1,591.50	
209243	MARIA CARDENAS	05/23/2019	Regular	0.00	223.00	203143
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">6/3/19</a>	Invoice	05/16/2019	PER DIEM FTO TRAINING	0.00	223.00	
<a href="#">001-012-53940</a>		TRAVEL AND TRAINING	PER DIEM FTO TRAINING		223.00	
002500	MIDWAY MARKET	05/23/2019	Regular	0.00	426.36	203144

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
002500	MIDWAY MARKET	05/23/2019	Regular	0.00	1,655.04	203145
<a href="#">ACCT #1053 - AP</a>	Invoice	05/01/2019	SENIOR CENTER	0.00	426.36	
<a href="#">009-044-59251</a>	RAW FOOD		SENIOR CENTER		5.96	
<a href="#">009-045-59251</a>	RAW FOOD		SENIOR CENTER		252.24	
<a href="#">009-047-59251</a>	RAW FOOD		SENIOR CENTER		168.16	
002500	MIDWAY MARKET	05/23/2019	Regular	0.00	1,655.04	203145
<a href="#">ACCT #1134 - AP</a>	Invoice	05/01/2019	KITCHEN	0.00	1,655.04	
<a href="#">001-013-53700</a>	PRISONERS MEALS		KITCHEN		1,655.04	
002500	MIDWAY MARKET	05/23/2019	Regular	0.00	114.53	203146
<a href="#">ACCT #1261 - AP</a>	Invoice	05/01/2019	CIVIC CENTER	0.00	114.53	
<a href="#">052-055-53920</a>	SERVICE AND SUPPLIES		CIVIC CENTER		114.53	
000604	MILLS PHARMACY	05/23/2019	Regular	0.00	353.52	203147
<a href="#">APRIL 2019</a>	Invoice	05/01/2019	INMATE MEDICAL	0.00	353.52	
<a href="#">001-013-53720</a>	PRISONERS MEDICAL		INMATE MEDICAL		353.52	
209979	NAPA AUTO PARTS	05/23/2019	Regular	0.00	1,846.12	203148
<a href="#">357262/52388</a>	Invoice	04/02/2019	KEY RING	0.00	3.79	
<a href="#">001-017-53920</a>	SERVICE AND SUPPLIES		KEY RING		3.79	
<a href="#">357360/52388</a>	Invoice	04/03/2019	2 HOUR TIMER	0.00	55.00	
<a href="#">001-017-53920</a>	SERVICE AND SUPPLIES		2 HOUR TIMER		55.00	
<a href="#">358211/52388</a>	Invoice	04/17/2019	HEAT SHRINK TUBING	0.00	6.98	
<a href="#">001-017-53920</a>	SERVICE AND SUPPLIES		HEAT SHRINK TUBING		6.98	
<a href="#">358325/52703</a>	Invoice	04/18/2019	BATTERY / CORE DEPOSIT	0.00	490.08	
<a href="#">002-065-53880</a>	REPAIR & MAINTENANC		BATTERY / CORE DEPOSIT		490.08	
<a href="#">358807/52703</a>	Invoice	04/25/2019	SEAT COVER	0.00	32.49	
<a href="#">002-065-53880</a>	REPAIR & MAINTENANC		SEAT COVER		32.49	
<a href="#">359042/52388</a>	Invoice	04/27/2019	CONTROL / PLIERS	0.00	110.70	
<a href="#">001-017-53880</a>	REPAIR & MAINTENANC		CONTROL / PLIERS		110.70	
<a href="#">359044/52388</a>	Invoice	04/27/2019	BATTERY / CORE DEPOSIT	0.00	115.64	
<a href="#">001-017-53880</a>	REPAIR & MAINTENANC		BATTERY / CORE DEPOSIT		115.64	
<a href="#">359046/52388</a>	Credit Memo	04/27/2019	CORE DEPOSIT / TERMINAL ASSORTMENT	0.00	-16.41	
<a href="#">001-017-53880</a>	REPAIR & MAINTENANC		CORE DEPOSIT / TERMINA		-16.41	
<a href="#">359335/52703</a>	Invoice	05/02/2019	WIPER / LENSE / WIRE / HOSE	0.00	662.39	
<a href="#">002-065-53880</a>	REPAIR & MAINTENANC		WIPER / LENSE / WIRE / H		662.39	
<a href="#">359866/52703</a>	Invoice	05/09/2019	FILTERS / HOSE	0.00	299.77	
<a href="#">002-065-53880</a>	REPAIR & MAINTENANC		FILTERS / HOSE		299.77	
<a href="#">359905/52703</a>	Invoice	05/09/2019	WINDSHIELD WIPERS / BUG WINDOW W	0.00	31.68	
<a href="#">005-000-53920</a>	SERVICE AND SUPPLIES		WINDSHIELD WIPERS / BU		31.68	
<a href="#">360214/52703</a>	Invoice	05/14/2019	GL5 GEAR 8090 / FLUID OIL PUMP	0.00	54.01	
<a href="#">001-009-59260</a>	JANITORIAL		GL5 GEAR 8090 / FLUID OI		54.01	
009254	NATIONS MEDICAL	05/23/2019	Regular	0.00	43.90	203149

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">104904</a>	Invoice	04/29/2019	AUSTIN ROAD & BRIDGE	0.00	43.90	
<a href="#">002-065-53920</a>		SERVICE AND SUPPLIES		AUSTIN ROAD & BRIDGE	43.90	
003425	NATIONWIDE DRAFTING & OFFICE S	05/23/2019	Regular	0.00	996.96	203150
<a href="#">19-67300</a>	Invoice	04/19/2019	RUBBER BANDS / HOLE PUNCH / SCISSOR	0.00	996.96	
<a href="#">001-003-53920</a>		SERVICE AND SUPPLIES		RUBBER BANDS / HOLE PU	996.96	
208495	NDEP	05/23/2019	Regular	0.00	4,429.00	203151
<a href="#">4676 / 5646</a>	Invoice	04/29/2019	PERMIT # NV0023167	0.00	3,829.00	
<a href="#">236-000-53920</a>		SERVICE AND SUPPLIES		PERMIT # NV0023167	3,829.00	
<a href="#">ISW-6070 - FY202</a>	Invoice	05/01/2019	STORMWATER INDUSTRIAL GENERAL PER	0.00	200.00	
<a href="#">012-066-53920</a>		SERVICE AND SUPPLIES		STORMWATER INDUSTRIA	200.00	
<a href="#">ISW-6074 - FY202</a>	Invoice	05/01/2019	STORMWATER INDUSTRIAL GENERAL PER	0.00	200.00	
<a href="#">001-005-59205</a>		PROFESSIONAL SERVICES		STORMWATER INDUSTRIA	200.00	
<a href="#">ISW-7565 - FY202</a>	Invoice	05/01/2019	STORMWATER INDUSTRIAL GENERAL PER	0.00	200.00	
<a href="#">012-065-53920</a>		SERVICE AND SUPPLIES		STORMWATER INDUSTRIA	200.00	
209646	NEVADA SMALL ENGINES	05/23/2019	Regular	0.00	225.35	203152
<a href="#">55244</a>	Invoice	05/13/2019	PARTS FOR WEED EATERS	0.00	225.35	
<a href="#">002-065-53372</a>		WEED CONTROL		PARTS FOR WEED EATERS	225.35	
002630	NORCO, INC.	05/23/2019	Regular	0.00	502.99	203153
<a href="#">26164978/ATEM</a>	Invoice	04/02/2019	CARBON DIOXIDE	0.00	266.29	
<a href="#">052-055-53920</a>		SERVICE AND SUPPLIES		CARBON DIOXIDE	266.29	
<a href="#">26325797/ATEM</a>	Invoice	04/24/2019	CARBON DIOXIDE	0.00	136.30	
<a href="#">052-055-53920</a>		SERVICE AND SUPPLIES		CARBON DIOXIDE	136.30	
<a href="#">26380493/ATEM</a>	Invoice	04/30/2019	CARBOMISER	0.00	80.00	
<a href="#">052-055-53920</a>		SERVICE AND SUPPLIES		CARBOMISER	80.00	
<a href="#">26380590/U0891</a>	Invoice	04/30/2019	CYLINDER RENT	0.00	20.40	
<a href="#">002-066-53880</a>		REPAIR & MAINTENANC		CYLINDER RENT	20.40	
001756	NORTHERN NEVADA TURF FARM, IN	05/23/2019	Regular	0.00	121.80	203154
<a href="#">23098</a>	Invoice	05/08/2019	SOD FOR CEMETARY	0.00	121.80	
<a href="#">052-063-53920</a>		SERVICE AND SUPPLIES		SOD FOR CEMETARY	121.80	
002708	NV DIVISION OF PUBLIC & BEHAVIO	05/23/2019	Regular	0.00	3,399.25	203155
<a href="#">19-11</a>	Invoice	05/01/2019	PUBLIC HEALTH NURSING SERVICES MAY	0.00	3,399.25	
<a href="#">003-040-53820</a>		PUBLIC HEALTH NURSE		PUBLIC HEALTH NURSING	3,399.25	
002819	O.P.I.	05/23/2019	Regular	0.00	8,888.50	203156
<a href="#">AR251969/BM09</a>	Invoice	04/25/2019	SHARP MX4071 COLOR MFP	0.00	8,888.50	
<a href="#">052-055-54010</a>		NEW FIXED ASSETS		SHARP MX4071 COLOR MF	8,888.50	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
210376	PACIFIC STEEL & RECYCLING	05/23/2019	Regular	0.00	715.85	203157
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">287876</a>	Invoice	04/11/2019	4 X 10 ALUMINUM	0.00	715.85	
<a href="#">236-000-53880</a>		REPAIR & MAINTENANC	4 X 10 ALUMINUM		715.85	
209714	PATRICIA YOUNG	05/23/2019	Regular	0.00	184.00	203158
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">4/25/19 - 4/28/1</a>	Invoice	05/13/2019	REIMBURSEMENT TRAVEL - EMS CONFER	0.00	184.00	
<a href="#">001-016-53940</a>		TRAVEL AND TRAINING	REIMBURSEMENT TRAVEL		184.00	
002906	PERFORMANCE COMPUTING	05/23/2019	Regular	0.00	2,147.49	203159
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">1151355</a>	Invoice	05/02/2019	ASSESSOR	0.00	862.50	
<a href="#">001-035-53200</a>		COMPUTER SERVICE	ASSESSOR		862.50	
<a href="#">1152185</a>	Invoice	05/15/2019	GOLF COURSE	0.00	60.00	
<a href="#">001-005-59205</a>		PROFESSIONAL SERVICES	GOLF COURSE		60.00	
<a href="#">1152186</a>	Invoice	05/15/2019	REC CENTER	0.00	1,059.99	
<a href="#">052-055-53930</a>		TELEPHONE/FAX	REC CENTER		1,059.99	
<a href="#">1152188</a>	Invoice	05/15/2019	HEALTH & HUMAN SERVICES	0.00	165.00	
<a href="#">003-040-53930</a>		TELEPHONE/FAX	HEALTH & HUMAN SERVIC		165.00	
003805	PETERBILT TRUCK PARTS & EQUIPM	05/23/2019	Regular	0.00	588.00	203160
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">7184442</a>	Invoice	05/01/2019	BATTERIES	0.00	488.00	
<a href="#">002-066-53880</a>		REPAIR & MAINTENANC	BATTERIES		488.00	
<a href="#">7184443</a>	Invoice	05/01/2019	CORES	0.00	100.00	
<a href="#">002-066-53880</a>		REPAIR & MAINTENANC	CORES		100.00	
207363	PHARMCHEM, INC.	05/23/2019	Regular	0.00	1,056.35	203161
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">428115</a>	Invoice	04/30/2019	SWEAT PATCH ANALYSIS	0.00	1,056.35	
<a href="#">284-000-53920</a>		SERVICE AND SUPPLIES	SWEAT PATCH ANALYSIS		1,056.35	
209822	POINT S BATTLE MTN TIRE & AUTO :	05/23/2019	Regular	0.00	5,454.45	203162
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">1049100</a>	Invoice	05/02/2019	05 CHEV TRAILBLAZER - OIL CHANGE	0.00	126.45	
<a href="#">001-001-53880</a>		REPAIR & MAINTENANC	05 CHEV TRAILBLAZER - OI		126.45	
<a href="#">1049498</a>	Invoice	05/02/2019	SWEEPER TIRES	0.00	360.00	
<a href="#">002-065-59500</a>		SPECIAL PROJECTS	SWEEPER TIRES		360.00	
<a href="#">1049665</a>	Invoice	05/02/2019	GRADER TIRES	0.00	4,968.00	
<a href="#">002-065-59500</a>		SPECIAL PROJECTS	GRADER TIRES		4,968.00	
004369	POWERPLAN - OIB	05/23/2019	Regular	0.00	598.99	203163
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">11442693</a>	Invoice	05/07/2019	PIN/CAP/CORE ASSEMBLY	0.00	598.99	
<a href="#">002-065-53880</a>		REPAIR & MAINTENANC	PIN/CAP/CORE ASSEMBLY		598.99	
209735	PRECISION DOCUMENT IMAGING	05/23/2019	Regular	0.00	414.96	203164

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<a href="#">2019300</a> <a href="#">300-067-53920</a>	Invoice	05/14/2019	ARCHIVE IMAGES OFFICIAL RECORDS	0.00	414.96	
			SERVICE AND SUPPLIES		414.96	
			ARCHIVE IMAGES OFFICIAL			
209100	PRO PET DISTRIBUTORS, INC.	05/23/2019	Regular	0.00	220.90	203165
<a href="#">125178</a> <a href="#">052-053-53920</a>	Invoice	03/11/2019	DOGGIE LITTER BAGS	0.00	220.90	
			SERVICE AND SUPPLIES		220.90	
			DOGGIE LITTER BAGS			
001309	QUALITY FLOORS & PAINTS	05/23/2019	Regular	0.00	2,001.34	203166
<a href="#">CG903242</a> <a href="#">001-009-53560</a>	Invoice	03/27/2019	FLOORING / HEALTH NURSE	0.00	2,001.34	
			MAINTENANCE/CONTRA		2,001.34	
			FLOORING / HEALTH NURS			
209291	QUALITY TRANSPORT INC.	05/23/2019	Regular	0.00	1,443.84	203167
<a href="#">03962</a> <a href="#">052-053-59246</a>	Invoice	05/03/2019	SAND	0.00	1,443.84	
			BATTLE MTN LIVESTOCK		1,443.84	
			SAND			
003201	QUILL CORP	05/23/2019	Regular	0.00	79.62	203168
<a href="#">6528825/181948</a> <a href="#">001-016-53920</a>	Credit Memo	04/18/2019	COPY PAPER	0.00	-58.99	
			SERVICE AND SUPPLIES		-58.99	
			COPY PAPER			
<a href="#">6738083/C18194</a> <a href="#">001-016-53920</a>	Invoice	04/18/2019	COPY PAPER	0.00	58.99	
			SERVICE AND SUPPLIES		58.99	
			COPY PAPER			
<a href="#">6922327/C18194</a> <a href="#">001-005-53920</a>	Invoice	04/26/2019	LABELS / RUBBER BANDS / CALCULATOR I	0.00	79.62	
			SERVICE AND SUPPLIES		37.77	
			JANITORIAL		41.85	
			LABELS / RUBBER BANDS /			
			LABELS / RUBBER BANDS /			
210292	QUILL CORP.	05/23/2019	Regular	0.00	440.48	203169
<a href="#">6923287/C27923</a> <a href="#">001-012-53920</a>	Invoice	04/26/2019	HOLE PUNCH/FOLDER/BINDER CLIPS/COP	0.00	440.48	
			SERVICE AND SUPPLIES		440.48	
			HOLE PUNCH/FOLDER/BIN			
210279	QUILL CORP.	05/23/2019	Regular	0.00	364.03	203170
<a href="#">7106099/C25649</a> <a href="#">001-010-53920</a> <a href="#">300-067-53991</a>	Invoice	05/03/2019	KLEENEX / TONER / COFFEEMATE / STRA	0.00	364.03	
			SERVICE AND SUPPLIES		110.05	
			MINOR EQUIP/FURNITU		253.98	
			KLEENEX / TONER / COFFE			
			KLEENEX / TONER / COFFE			
004212	RESEARCH AND CONSULTING SERVI	05/23/2019	Regular	0.00	4,395.33	203171
<a href="#">1/1/19 - 4/30/19</a> <a href="#">001-005-59205</a>	Invoice	05/15/2019	MASTER PLAN UPDATE	0.00	4,395.33	
			PROFESSIONAL SERVICES		4,395.33	
			MASTER PLAN UPDATE			
210043	RHP MECHANICAL SYSTEMS	05/23/2019	Regular	0.00	1,512.50	203172
<a href="#">537568</a> <a href="#">052-055-53880</a> <a href="#">M434194-1</a>	Invoice	04/30/2019	COMMERCIAL PLANNED SERVICE	0.00	420.00	
			REPAIR & MAINTENANC		420.00	
			COMMERCIAL PLANNED S			
			COMMERCIAL GENERAL SERVICES		1,092.50	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
001-009-53560		MAINTENANCE/CONTRA	COMMERCIAL GENERAL SE		1,092.50	
002041	RITA ROGERS	05/23/2019	Regular	0.00	584.63	203173
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">3/26/19 - 4/24/1</a>	Invoice	05/15/2019	REIMBURSEMENT SUPPLIES CIVIC CENTER	0.00	72.06	
<a href="#">052-057-53920</a>			SERVICE AND SUPPLIES		72.06	
<a href="#">4/24/19</a>	Invoice	05/15/2019	TRAVEL REIMBURSEMENT - ELKO SUPPLIE	0.00	87.00	
<a href="#">052-053-59246</a>			BATTLE MTN LIVESTOCK		87.00	
<a href="#">4/24/19 - 4/28/1</a>	Invoice	05/07/2019	REIMBURSEMENT SUPPLIES RODEO GRO	0.00	425.57	
<a href="#">052-053-59246</a>			BATTLE MTN LIVESTOCK		425.57	
209508	RUBIOS CAR WASH	05/23/2019	Regular	0.00	100.00	203174
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">602736</a>	Invoice	05/15/2019	CAR WASH TOKENS	0.00	100.00	
<a href="#">226-000-53920</a>			SERVICE AND SUPPLIES		50.00	
<a href="#">236-000-53920</a>			SERVICE AND SUPPLIES		50.00	
208790	RURAL REGIONAL CENTER	05/23/2019	Regular	0.00	202.25	203175
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">LA062019</a>	Invoice	05/01/2019	4/1/19 - 6/30/19 4TH QUARTER SERVICE	0.00	202.25	
<a href="#">003-040-53558</a>			STATE PASS THRU MAN		202.25	
002624	SANDI SMITH	05/23/2019	Regular	0.00	63.61	203176
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">2/25/19 - 5/8/19</a>	Invoice	05/15/2019	REIMBURSEMENT POSTAGE/DECOR/SUP	0.00	63.61	
<a href="#">009-045-59251</a>			RAW FOOD		18.81	
<a href="#">009-045-59251</a>			RAW FOOD		13.95	
<a href="#">009-045-59255</a>			OFFICE SUPPLIES		0.45	
<a href="#">009-045-59255</a>			OFFICE SUPPLIES		3.60	
<a href="#">009-047-59251</a>			RAW FOOD		12.54	
<a href="#">009-047-59251</a>			RAW FOOD		9.31	
<a href="#">009-047-59255</a>			OFFICE SUPPLIES		0.30	
<a href="#">009-047-59255</a>			OFFICE SUPPLIES		2.40	
<a href="#">009-048-59255</a>			OFFICE SUPPLIES		0.25	
<a href="#">009-048-59255</a>			OFFICE SUPPLIES		2.00	
001209	SEVEN VALLEYS LLC	05/23/2019	Regular	0.00	11,484.24	203177
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">4/1/19 - 4/30/19</a>	Invoice	05/10/2019	BITING FLY WORK	0.00	11,484.24	
<a href="#">025-000-53660</a>			MOSQUITO CONTROL		11,484.24	
208546	SHANNON BERUMEN	05/23/2019	Regular	0.00	497.96	203178
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">5/1/19</a>	Invoice	05/15/2019	REIMBURSEMENT TRAVEL - ELKO WEED E	0.00	97.14	
<a href="#">005-000-53940</a>			TRAVEL AND TRAINING		97.14	
<a href="#">6/6/19 - 6/7/19</a>	Invoice	05/15/2019	ADVANCE ASIST TRAINING - CARSON CITY	0.00	400.82	
<a href="#">005-000-53940</a>			TRAVEL AND TRAINING		400.82	
210380	SHARON WAGNER	05/23/2019	Regular	0.00	528.00	203179
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">6/3/19</a>	Invoice	05/16/2019	PER DIEM IAPE TRAINING	0.00	528.00	
<a href="#">001-012-53940</a>			TRAVEL AND TRAINING		528.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
209054	SHI INTERNATIONAL CORP	05/23/2019	Regular	0.00	1,130.52	203180
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">B09910750</a>	Invoice	05/01/2019	FIREPOWER SERVICES LICENSE 3 YR FA-2	0.00	554.47	
<a href="#">001-012-54010</a>	NEW FIXED ASSETS		FIREPOWER SERVICES LICE		554.47	
<a href="#">B09927427</a>	Invoice	05/06/2019	ASA 5506-X SERVICES FA-2	0.00	576.05	
<a href="#">001-012-54010</a>	NEW FIXED ASSETS		ASA 5506-X SERVICES FA-		576.05	
003749	SILVER STATE INTERNATIONAL	05/23/2019	Regular	0.00	171.99	203181
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">SP513644</a>	Invoice	05/13/2019	FENDER FOR TRUCK 211	0.00	171.99	
<a href="#">002-065-53880</a>	REPAIR & MAINTENANC		FENDER FOR TRUCK 211		171.99	
209085	SONDRA TORGERSON	05/23/2019	Regular	0.00	656.25	203182
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">12/3/18 - 5/1/19</a>	Invoice	05/03/2019	WILDLIFE BOARD SECRETARY	0.00	656.25	
<a href="#">091-000-53960</a>	TRAVEL		WILDLIFE BOARD SECRETA		656.25	
209489	SPACESAVER INTERMOUNTAIN	05/23/2019	Regular	0.00	75.00	203183
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">81024</a>	Invoice	04/25/2019	LAMINATE LABEL COVERS	0.00	75.00	
<a href="#">001-002-53920</a>	SERVICE AND SUPPLIES		LAMINATE LABEL COVERS		75.00	
001826	SPB UTILITY SERVICE INC	05/23/2019	Regular	0.00	2,485.85	203184
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">19-218</a>	Invoice	05/01/2019	APRIL 2019 BILLING	0.00	2,485.85	
<a href="#">226-000-53995</a>	TECHNOLOGY FEES		APRIL 2019 BILLING		1,242.93	
<a href="#">236-000-53995</a>	TECHNOLOGY FEES		APRIL 2019 BILLING		1,242.92	
210190	SPECIALTY WELDING SUPPLY	05/23/2019	Regular	0.00	5,080.26	203185
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">V48613</a>	Invoice	04/29/2019	MILLER ELECTRIC MILLERMATIC 252 MIG	0.00	3,011.74	
<a href="#">002-065-59500</a>	SPECIAL PROJECTS		MILLER ELECTRIC MILLER		3,011.74	
<a href="#">V48614</a>	Invoice	04/29/2019	HYPER THERM POWERMAX 45 PLASMA C	0.00	1,915.79	
<a href="#">002-065-59500</a>	SPECIAL PROJECTS		HYPER THERM POWERMAX		1,915.79	
<a href="#">V48644</a>	Invoice	04/30/2019	WELDING WIRE / MIG CONTACT TIP	0.00	152.73	
<a href="#">002-065-53880</a>	REPAIR & MAINTENANC		WELDING WIRE / MIG CO		152.73	
003510	ST OF NEVADA	05/23/2019	Regular	0.00	4,610.65	203186
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">5/1/19</a>	Invoice	05/01/2019	ACCT #743 - PERS CONTRIBUTION	0.00	4,610.65	
<a href="#">059-000-53451</a>	GROUP INSURANCE - LC		ACCT #743 - PERS CONTRI		4,610.65	
000700	ST OF NEVADA DMV & PUBLIC SAFE	05/23/2019	Regular	0.00	21.00	203187
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">19-0888</a>	Invoice	05/15/2019	2019 CHEVY TAHOE WAGON 1GNSKFEC1	0.00	7.00	
<a href="#">057-000-54033</a>	ROAD EQUIPMENT		2019 CHEVY TAHOE WAG		7.00	
<a href="#">19-0913</a>	Invoice	05/15/2019	2019 CHEVY TAHOE WAGON 1GNSKFECX	0.00	7.00	
<a href="#">057-000-54033</a>	ROAD EQUIPMENT		2019 CHEVY TAHOE WAG		7.00	
<a href="#">19-0914</a>	Invoice	05/15/2019	2019 CHEVY TAHOE WAGON 1GNSKFEC2	0.00	7.00	
<a href="#">057-000-54033</a>	ROAD EQUIPMENT		2019 CHEVY TAHOE WAG		7.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
002934	ST OF NV DIVISION OF FORESTRY	05/23/2019	Regular	0.00	1,400.00	203188
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">19-38-0058</a>	Invoice	05/01/2019	APRIL-19 CON CREW RM-27	0.00	400.00	
<a href="#">029-000-53880</a>			REPAIR & MAINTENANC		400.00	
<a href="#">19-40-0052</a>	Invoice	05/01/2019	WORK AT RODEO GROUNDS RM-27	0.00	1,000.00	
<a href="#">029-000-53880</a>			REPAIR & MAINTENANC		1,000.00	
000964	STACY BROOKS	05/23/2019	Regular	0.00	148.56	203189
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">3/4/19 - 4/26/19</a>	Invoice	05/15/2019	REIMBURSEMENT POSTAGE/FOOD/SUPP	0.00	148.56	
<a href="#">009-044-59251</a>			RAW FOOD		26.33	
<a href="#">009-044-59251</a>			RAW FOOD		93.82	
<a href="#">009-044-59251</a>			RAW FOOD		14.76	
<a href="#">009-044-59255</a>			OFFICE SUPPLIES		13.65	
207606	STATE OF NEVADA DPS-RCC	05/23/2019	Regular	0.00	404.25	203190
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">50109/880205</a>	Invoice	05/01/2019	FINGER PRINTS	0.00	330.75	
<a href="#">001-012-53920</a>			SERVICE AND SUPPLIES		330.75	
<a href="#">50110/880216</a>	Invoice	05/01/2019	FINGER PRINTS	0.00	73.50	
<a href="#">001-035-53150</a>			COUNTY PHYSICALS		73.50	
210354	STEPHEN C. MOLLATH	05/23/2019	Regular	0.00	2,655.00	203191
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">7861</a>	Invoice	05/01/2019	BM LEVEE / CORPS OF ENGINEERS FA-28	0.00	2,655.00	
<a href="#">055-000-54018</a>			BATTLE MTN FLOOD LE 05500054018		2,655.00	
210373	STEPHEN SUMMERBELL	05/23/2019	Regular	0.00	4,900.00	203192
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">4/22/19</a>	Invoice	05/15/2019	TURF MANAGEMENT / LODGING / FOOD	0.00	4,900.00	
<a href="#">001-005-59373</a>			SAFETY EXPENSES		4,900.00	
208130	STEVEN SMITH	05/23/2019	Regular	0.00	416.00	203193
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">6/16/19</a>	Invoice	05/16/2019	POST SUPERVISOR PROGRAM PER DIEM	0.00	416.00	
<a href="#">001-012-53940</a>			TRAVEL AND TRAINING		416.00	
207717	SUMMIT ENGINEERING CORP.	05/23/2019	Regular	0.00	15,346.45	203194
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">44912</a>	Invoice	05/06/2019	PRJCT: 1-29735 TOWN OF AUSTIN SURVE	0.00	2,211.23	
<a href="#">029-000-54010</a>			NEW FIXED ASSETS		2,211.23	
<a href="#">44972</a>	Invoice	05/06/2019	PRJCT: 1-30697 BM LEVEE FA-28	0.00	5,505.56	
<a href="#">055-000-54018</a>			BATTLE MTN FLOOD LE 05500054018		5,505.56	
<a href="#">44973</a>	Invoice	05/06/2019	PRJCT: 1-30697 BM LEVEE FA-28	0.00	7,629.66	
<a href="#">055-000-54018</a>			BATTLE MTN FLOOD LE 05500054018		7,629.66	
210052	SUNRISE PLUMBING & HEATING, LL	05/23/2019	Regular	0.00	427.25	203195
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">23258</a>	Invoice	05/03/2019	AIRPORT PLUMBING	0.00	427.25	
<a href="#">001-009-53560</a>			MAINTENANCE/CONTRA		427.25	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
001188	SUPER 8 MOTEL	05/23/2019	Regular	0.00	1,335.55	203196
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<a href="#">038-576701 5/8/</a>	Invoice	05/08/2019	LANDER COUNTY MANAGER - GRANSBUR	0.00	1,166.95	
<a href="#">001-005-59205</a>			PROFESSIONAL SERVICES		1,166.95	
<a href="#">500-836613</a>	Invoice	05/08/2019	ACCT# 206-429850 4/5/19	0.00	168.60	
<a href="#">001-023-53940</a>			TRAVEL AND TRAINING		168.60	
207536	SYSCO	05/23/2019	Regular	0.00	523.03	203197
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<a href="#">285422145</a>	Invoice	05/01/2019	RAW FOOD	0.00	523.03	
<a href="#">009-045-59251</a>			RAW FOOD		313.81	
<a href="#">009-047-59251</a>			RAW FOOD		209.22	
004994	SYSCO LAS VEGAS, INC.	05/23/2019	Regular	0.00	771.68	203198
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<a href="#">117912866</a>	Invoice	05/09/2019	RAW FOOD	0.00	771.68	
<a href="#">009-044-59251</a>			RAW FOOD		771.68	
210377	TED MCELVAIN	05/23/2019	Regular	0.00	347.90	203199
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<a href="#">5/3/19 - 5/4/19</a>	Invoice	05/13/2019	REIMBURSEMENT TRAVEL - WILDLIFE BO	0.00	347.90	
<a href="#">091-000-53960</a>			TRAVEL		347.90	
210378	THE CENTER FOR CHANGE, LLC	05/23/2019	Regular	0.00	227.32	203200
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<a href="#">CF042319</a>	Invoice	04/23/2019	MENTAL HEALTH EVALUATION - SAM	0.00	227.32	
<a href="#">001-013-53720</a>			PRISONERS MEDICAL		227.32	
210327	THE LIFEGUARD STORE	05/23/2019	Regular	0.00	285.00	203201
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<a href="#">INV826650</a>	Invoice	05/08/2019	SWEATSHIRTS / BOARD SHORTS	0.00	285.00	
<a href="#">052-055-53920</a>			SERVICE AND SUPPLIES		285.00	
208034	TINA MARIE BISIAUX	05/23/2019	Regular	0.00	140.00	203202
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<a href="#">5/4/19 - 5/12/19</a>	Invoice	05/13/2019	PATCH CHANGES	0.00	140.00	
<a href="#">284-000-53920</a>			SERVICE AND SUPPLIES		140.00	
208970	TRANS UNION	05/23/2019	Regular	0.00	36.20	203203
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<a href="#">04926832</a>	Invoice	04/28/2019	EMPLOYMENT CREDIT REPORT	0.00	36.20	
<a href="#">001-012-53153</a>			EMPLOYEE RECRUITING		36.20	
210381	UNIQUE WORLD INC.	05/23/2019	Regular	0.00	14,488.00	203204
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<a href="#">5/14/19</a>	Invoice	05/14/2019	WATER SLIDE/BOUNCE HOUSE/INFLATAB	0.00	14,488.00	
<a href="#">052-055-54010</a>			NEW FIXED ASSETS		14,488.00	
209006	VETTER PR INC.	05/23/2019	Regular	0.00	11,000.00	203205

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<a href="#">2136</a> <a href="#">015-000-53020</a>	Invoice	05/07/2019	LEDA MEDIA PLACEMENT ADVERTISING	0.00	11,000.00 11,000.00	
210030	VINCENT KEITH PIAZZA	05/23/2019	Regular	0.00	119.90	203206
<a href="#">4/29/19</a> <a href="#">001-017-53920</a>	Invoice	05/16/2019	10 PAIRS GLOVES / CAL RANCH SERVICE AND SUPPLIES	0.00	119.90 119.90	
000309	VOGUE LINEN-UNIFORM RENT	05/23/2019	Regular	0.00	1,272.13	203207
<a href="#">2933647</a> <a href="#">029-000-53991</a>	Invoice	04/04/2019	AUSTIN UNIFORM MINOR EQUIPMENT/FUR	0.00	92.49 92.49	
<a href="#">2933648</a> <a href="#">029-000-53991</a>	Invoice	04/04/2019	BM UNIFORMS MINOR EQUIPMENT/FUR	0.00	287.02 287.02	
<a href="#">2935010</a> <a href="#">029-000-53991</a>	Invoice	04/11/2019	AUSTIN UNIFORM MINOR EQUIPMENT/FUR	0.00	92.49 92.49	
<a href="#">2935011</a> <a href="#">029-000-53991</a>	Invoice	04/11/2019	BM UNIFORMS MINOR EQUIPMENT/FUR	0.00	296.13 296.13	
<a href="#">2936418</a> <a href="#">029-000-53991</a>	Invoice	04/18/2019	AUSTIN UNIFORM MINOR EQUIPMENT/FUR	0.00	92.49 92.49	
<a href="#">2936419</a> <a href="#">029-000-53991</a>	Invoice	04/18/2019	BM UNIFORMS MINOR EQUIPMENT/FUR	0.00	159.51 159.51	
<a href="#">2937792</a> <a href="#">029-000-53991</a>	Invoice	04/25/2019	AUSTIN UNIFORM MINOR EQUIPMENT/FUR	0.00	92.49 92.49	
<a href="#">2937793</a> <a href="#">029-000-53991</a>	Invoice	04/25/2019	BM UNIFORMS MINOR EQUIPMENT/FUR	0.00	159.51 159.51	
004473	WESTERN NEVADA SUPPLY CO	05/23/2019	Regular	0.00	241.14	203208
<a href="#">17852352</a> <a href="#">052-052-53880</a>	Invoice	05/09/2019	SADDLE FOR A WATER LINE REPAIR & MAINTENANC	0.00	120.57 120.57	
<a href="#">1786074</a> <a href="#">052-052-53880</a>	Invoice	05/07/2019	SADDLE FOR A WATER LINE REPAIR & MAINTENANC	0.00	120.57 120.57	
208877	WESTERN NV KENWORTH, LLC	05/23/2019	Regular	0.00	1,138.30	203209
<a href="#">WN6110</a> <a href="#">002-065-53880</a>	Invoice	04/30/2019	REPAIRS & INSTALL ON 97 KENWORTH REPAIR & MAINTENANC	0.00	1,138.30 1,138.30	
210294	WINNEMUCCA PUBLISHING CO., INC	05/23/2019	Regular	0.00	231.72	203210
<a href="#">3231/500232</a> <a href="#">001-005-53020</a>	Invoice	05/08/2019	CATEGORY 1 BOARD VACANCY ADVERTISING	0.00	231.72 231.72	
001343	WINNEMUCCA PUBLISHING CO., INC	05/23/2019	Regular	0.00	924.00	203211
<a href="#">LCEXEC - 4/30/19</a> <a href="#">001-005-53020</a>	Invoice	04/30/2019	JOB POSTINGS ADVERTISING	0.00	924.00 924.00	
210293	WINNEMUCCA PUBLISHING CO., INC	05/23/2019	Regular	0.00	280.00	203212

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<a href="#">LCOCL - 4/30/19</a> <a href="#">001-002-53020</a>	Invoice	04/30/2019	55-X-EXECUTIVE SECRETARY AD ADVERTISING	0.00	280.00 280.00	
210379	WINNEMUCCA PUBLISHING CO., INC	05/23/2019	Regular	0.00	336.00	203213
<a href="#">007753 - 4/30/19</a> <a href="#">001-023-53680</a>	Invoice	04/30/2019	56 - NEWS RELEASE PRINTING	0.00	336.00 336.00	
210146	WORTH NELSON	05/23/2019	Regular	0.00	500.85	203214
<a href="#">5/3/19 - 5/4/19</a> <a href="#">091-000-53960</a>	Invoice	05/16/2019	REIMBURSEMENT TRAVEL - WILDLIFE BO TRAVEL	0.00	500.85 500.85	
005387	XEROX CORPORATION	05/23/2019	Regular	0.00	143.65	203215
<a href="#">096809545</a> <a href="#">005-000-53920</a>	Invoice	05/01/2019	ARPIL BILLING SERVICE AND SUPPLIES	0.00	143.65 143.65	

Bank Code AP POOL OPERATING Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	270	135	0.00	2,032,030.84
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>270</b>	<b>136</b>	<b>0.00</b>	<b>2,032,030.84</b>

*CBenson*  
05-17-19

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	5/2019	2,032,030.84
			<u>2,032,030.84</u>

Lander County Commissioners Meeting

Agenda Item Number   1  

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

Discussion and possible action to approve/disapprove the closure of Altenburg Avenue to host a street dance for the 10<sup>th</sup> Annual Car Show August 23<sup>rd</sup> starting at 6pm and ending at 1am, and all other matters properly related thereto.

**Public Comment:**

**Background:**

**Recommended action:** Please grant permission for road closure.

AGENDA REQUEST FORM



COMMISSIONER MEETING DATE: May 23, 2019

NAME Alicia Price  
Kaitlyn McConville REPRESENTING: Battle Mountain Burners Car Club

ADDRESS: \_\_\_\_\_

PHONE(H): 775-374-~~201329~~ (W): \_\_\_\_\_ (FAX): \_\_\_\_\_

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: \_\_\_\_\_

WHO WILL BE ATTENDING THE MEETING Battle Mountain Burners Members  
JOB TITLE \_\_\_\_\_

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Request to close Altenburg Ave to host a street dance for our 10th Annual Car Show. August 23rd starting at 6:00pm 1:00 am

BACKGROUND INFORMATION \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

AMOUNT: \_\_\_\_\_

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.

Kaitlyn McConville DATE 5/2/2019

Lander County Commissioners Meeting

Agenda Item Number   2  

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

Discussion for possible action on whether to ratify the County Manager's direction of taking down the bell tower from the Austin Youth Center for safety reasons, and all other matters properly related thereto.

**Public Comment:**

**Background:**

**Recommended action:**

Lander County Commissioners Meeting

Agenda Item Number   3  

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

Discussion and possible action to approve/disapprove the dissolution of the Livestock Event Center Advisory Board or the advertisement of the vacant seats to fill the Board, and all other matters properly related thereto.

**Public Comment:**

**Background:** There are currently no member on the board at this time.

**Recommended action:**

Lander County Commissioners Meeting

Agenda Item Number \_\_4\_\_

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

Discussion and possible action to approve/disapprove a healthcare package for Lander County Employees:

United Healthcare - 0% increase

Anthem Bluecross and Blueshield - 27% increase

and all other matters properly related thereto.

Public Comment:

Background: Our current health care provider is United Healthcare

Recommended action:

Lander County Commissioners Meeting

Agenda Item Number \_\_5\_\_

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

Discussion and possible action regarding the Nevada Day committee, and all other matters properly related thereto.

Public Comment:

Background:

Recommended action:

Lander County Commissioners Meeting

Agenda Item Number \_\_6\_\_

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

Update regarding the speed limits in Lander County, and all other matters properly related thereto.

Public Comment:

Background:

Recommended action:

Lander County Commissioners Meeting

Agenda Item Number \_\_7\_\_

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

Discussion and possible action to approve/disapprove a Memorandum of Agreement (MOA) between the United States of America Department of Transportation Federal Aviation Administration and Lander County for Airport Sponsors who receive AIP Grants, and all other matters properly related thereto.

**Public Comment:**

**Background:**

**Recommended action:**

**MEMORANDUM OF AGREEMENT (MOA)**

**Between**

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**And**

**Lander County**

**MOA No. 690EG4-19-L-00071  
BAM MOA BATTLE MOUNTAIN  
Battle Mountain, NV**

**SECTION 1 - OPENING**

**6.1.1-1 Preamble (JAN 2017)**

This Agreement is made and entered into by the Lander County, hereinafter referred to as "Airport", for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the "FAA".

**6.1.3-1 Witnesseth (JAN 2017)**

Whereas, the parties listed above have entered into an Airport Improvement Grant Agreement; and

Whereas, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

Whereas, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

Whereas, both parties agree the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Battle Mountain Airport.

Whereas, this agreement supersedes or succeeds Lease No. DTFAWP-99-L-19222 and all other previous agreements between the parties for the property described in this document.

Now, therefore, the parties mutually agree as follows:

## **SECTION 2 - TERMS**

### **6.2.1-1 Purpose (APR 2005)**

It is understood and agreed that the use of the herein described premises, known as Battle Mountain Airport, shall be related to the FAA's activities in support of Air Traffic Operations.

### **6.2.5-2 Terms and Conditions – Alternate I (JAN 2012)**

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on **October 1, 2019** and continuing through **September 30, 2039**. The FAA can terminate this agreement, in whole or part at any time by giving at least (60) days' notice in writing. Said notice shall be sent by certified or registered mail.

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or underground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as Battle Mountain, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. And the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

D. And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

### **6.2.6-2 Consideration - No Cost (AUG 2002)**

The Government shall pay the Airport no monetary consideration in the form of rental. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.

#### **6.2.9 FAA Facilities (APR 2005)**

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this Agreement by reference and shown on the attached FAA "List of Facilities".

### **SECTION 3 - GENERAL CLAUSES**

#### **3.2.5-1 RE Officials Not to Benefit (OCT 1996)**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it. However, this clause does not apply to this agreement to the extent that this agreement is made with a corporation for the corporation's general benefit.

#### **6.3.5 Title to Improvements (APR 2005)**

Title to the improvements constructed for use by the FAA during the life of this Agreement shall be in the name of the FAA.

#### **6.3.6 Funding Responsibility for FAA Facilities (JAN 2017)**

The Airport agrees that any and all Airport requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Airport improvements or changes will be at the expense of the Airport. In the event that the Airport requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Airport will immediately correct the interference issues at the Airport's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.

#### **6.3.18 Non-Restoration (JUL 2017)**

It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the Agreement), the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this Agreement, including any holdover period. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Airport.

### **6.3.25 Quiet Enjoyment (OCT 1996)**

The Airport warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

### **6.3.28-2 Interference with FAA Operations (JAN 2017)**

The Airport agrees not to erect or allow to be erected any structure or obstruction of any kind or nature within the Airport's boundaries that the FAA determines may interfere with the proper operation of the facilities installed by the FAA. The FAA and the Airport agree that such action(s) would not be in the best interest of the Airport or the FAA.

### **6.3.33 Covenant Against Contingent Fees (AUG 2002)**

The Airport warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

### **6.3.34 Anti-Kickback (JAN 2017)**

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

### **6.3.36 Subordination, Nondisturbance and Attornment (JAN 2017)**

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this Agreement is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this Agreement. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as Airport may reasonably request to evidence further the subordination of this Agreement to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Airport if such easement does not interfere with the full enjoyment of any right granted the Government under this Agreement.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this

Agreement so long as the Government is not in default under this Agreement. Airport will include in any future mortgage, deed of trust or other security instrument to which this Agreement becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Airport warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Airport under this Agreement, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the Agreement had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Agreement, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

#### **6.3.37 Notification of Change in Ownership or Control of Land (JUL 2017)**

If the Owner sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Owner or Owner's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

**SECTION 4 - FINANCIAL CLAUSES - Not applicable**

**SECTION 5 - DESIGN AND CONSTRUCTION CLAUSES - Not applicable**

**SECTION 6 - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS  
CLAUSES - Not applicable**

**SECTION 7 - SERVICES, UTILITIES, AND MAINTENANCE CLAUSES – Not  
applicable**

**SECTION 8 - ENVIRONMENTAL OCCUPATIONAL SAFETY AND HEALTH CLAUSES**

**6.8.1 Hazardous Substance Contamination (JUL 2017)**

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's "facilities" covered by this Agreement. The Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the U.S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

**SECTION 9 - SECURITY CLAUSES - Not applicable**

**SECTION 10 - CLOSING**

**6.10.1-4 Notices (JUL 2017)**

All notices/correspondence shall be in writing, reference the MOA number 690EG4-19-1-00071 and be addressed as follows:

**TO THE AIRPORT OWNER:**

Lander County  
50 State Route 305  
Battle Mountain, NV 89820

**TO THE GOVERNMENT:**

Federal Aviation Administration  
Real Estate Branch AAQ-930  
2200 S 216<sup>th</sup> Street  
Des Moines, WA 98198

**6.10.3-4 MOA Signature Block (JUL 2017)**

The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative(s). This agreement is effective upon the date of signature by the last party thereof.

LANDER COUNTY

By: \_\_\_\_\_

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

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

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

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

By: \_\_\_\_\_

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

Title: Real Estate Contracting Officer

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

**SECTION 11 - ATTACHMENTS EXHIBITS/SPECIAL STIPULATIONS**

*Attachment List/Exhibit List*

<b>Number</b>	<b>Title</b>	<b>Date</b>	<b>Number of Pages</b>
1	MOA List of Facilities	02/12/2019	1

**Dated** 02/12/2019

**List of Facilities**

MEMORANDUM OF AGREEMENT

**690EG4-19-L-00071**

BATTLE MOUNTAIN AIRPORT

<b><u>Number</u></b>	<b><u>Facility</u></b>	<b><u>R/W (ATID) Number</u></b>	<b><u>GSA Control Number</u></b>	<b><u>Comments</u></b>
01	BAM-VASI	RW-03	32004	

\*Notation: For applicable restrictive easement, clear zone, and/or obstruction criteria for facilities listed above, see referenced FAA Order(s) listed below:

FAA Order 6750.16E, Siting Criteria for Instrument Landing Systems (ILS)

FAA Order JO 6850.2B, Visual Guidance Lighting Systems

## Jeanne Falzone

---

**From:** kwestengard@landercountynv.org  
**Sent:** Wednesday, May 15, 2019 6:32 AM  
**To:** ebarela@landercountynv.org  
**Cc:** jfalzone@landercountynv.org  
**Subject:** Re: Memorandum of Agreement (MOA) BAM MOA 690EG4-19-L-00071

Please add this for next weeks agenda.

Thanks

Keith Westengard  
Lander County Manager  
Office (775) 635-2885  
Mobile (775) 455-7653  
Fax (775) 635-3334  
50 State Route 305  
Battle Mountain, NV 89820

Sent from my iPhone

On May 15, 2019, at 6:24 AM, Pugh, Bryana (FAA) <[bryana.pugh@faa.gov](mailto:bryana.pugh@faa.gov)> wrote:

Good morning Keith,

The cancellation clause does not work both ways due to the Grants Assurance obligation to provide land at no cost to the FAA for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control for a term of 20-years from the date of acceptance of a grant offer of Federal funds for the project(s). Unfortunately, this is an obligation that cannot be negotiated.

***Bryana Pugh** (FAA)*  
*Realty Specialist*  
*FAA - Western Logistics Service Area*  
Real Estate and Utilities Group, AAQ-930  
2200 S. 216<sup>th</sup> Street  
Des Moines, WA 98198  
**Office (206) 231-3064**  
[bryana.pugh@faa.gov](mailto:bryana.pugh@faa.gov)

<image001.png>

*Learner* | *Achiever* | *Responsibility* | *Strategic* | *Relator*

**From:** [kwestengard@landercountynv.org](mailto:kwestengard@landercountynv.org) <[kwestengard@landercountynv.org](mailto:kwestengard@landercountynv.org)>  
**Sent:** Wednesday, May 15, 2019 4:52 AM  
**To:** Sinclair, Sheri CTR (FAA) <[Sheri.CTR.Sinclair@faa.gov](mailto:Sheri.CTR.Sinclair@faa.gov)>

**Cc:** Pugh, Bryana (FAA) <[bryana.pugh@faa.gov](mailto:bryana.pugh@faa.gov)>; Ted Herrea <[da@landercountynv.org](mailto:da@landercountynv.org)>; [ebarela@landercountynv.org](mailto:ebarela@landercountynv.org)

**Subject:** Re: Memorandum of Agreement (MOA) BAM MOA 690EG4-19-L-00071

Good morning Sheri,

The DA has completed his review, his concern is the FAA has a termination clause but the county does not. He feels the County should have the same option. There were concerns of the 20 year term but we have come to understand that. I forwarded the previous email from Bryana Pugh. He and I are both out of the office, I'll be returning next week. Maybe we could set a call for next week to clarify this clause? I have several short meetings throughout next week. If this is a possibility please give me a few dates and times and I'll fit it into my schedule.

Thanks

Keith Westengard  
Lander County Manager  
Office (775) 635-2885  
Mobile (775) 455-7653  
Fax (775) 635-3334  
50 State Route 305  
Battle Mountain, NV 89820

Sent from my iPhone

On May 14, 2019, at 3:21 PM, Sinclair, Sheri CTR (FAA) <[Sheri.CTR.Sinclair@faa.gov](mailto:Sheri.CTR.Sinclair@faa.gov)> wrote:

Hello Keith,

I am just checking to see how things are going on your end and to see if you have any updates for me. I have to give updates to my Supervisors and any new information would be helpful.

Thank you Keith for all your help.

Sincerely,

*Sheri Sinclair*

Real Estate Support Analyst  
Subsystem Technologies, Inc.  
FAA Logistics Support Service Contract (LSSC)  
Northwest Mountain Region AAQ-930  
Office: 206-231-3105  
[Sheri.CTR.Sinclair@FAA.Gov](mailto:Sheri.CTR.Sinclair@FAA.Gov)  
[SSinclair@Subsystem.com](mailto:SSinclair@Subsystem.com)

**From:** [kwestengard@landercountynv.org](mailto:kwestengard@landercountynv.org) <[kwestengard@landercountynv.org](mailto:kwestengard@landercountynv.org)>  
**Sent:** Thursday, March 28, 2019 7:48 AM  
**To:** Pugh, Bryana (FAA) <[bryana.pugh@faa.gov](mailto:bryana.pugh@faa.gov)>  
**Cc:** Sinclair, Sheri CTR (FAA) <[Sheri.CTR.Sinclair@faa.gov](mailto:Sheri.CTR.Sinclair@faa.gov)>  
**Subject:** Re: Memorandum of Agreement (MOA) BAM MOA 690EG4-19-L-00071

Good morning Bryana,  
This is perfect. I don't see any issues from this point forward.  
Thank you

Keith Westengard  
Lander County Manager  
Office (775) 635-2885  
Mobile (775) 455-7653  
Fax (775) 635-3334  
50 State Route 305  
Battle Mountain, NV 89820

Sent from my iPhone

On Mar 28, 2019, at 6:57 AM, <[bryana.pugh@faa.gov](mailto:bryana.pugh@faa.gov)> <[bryana.pugh@faa.gov](mailto:bryana.pugh@faa.gov)>  
wrote:

Keith,

Good morning! I wanted to reach out and introduce myself; I am the Real Estate Contracting Officer responsible for on airport real property transactions, including No Cost Land on Airport Memorandum Agreements (MOA).

The MOAs are solely for Airport Sponsors who receive AIP Grants. When airport owners or sponsors, planning agencies, or other organizations accept funds from FAA-administered airport financial assistance programs, they must agree to certain obligations (or assurances). These obligations require the recipients to maintain and operate their facilities safely and efficiently and in accordance with specified conditions.

Pursuant to AIP Grants Assurance 28, the Airport Sponsor is required to provide land at no cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather reporting and communication activities related to air traffic control for the construction, operation, and maintenance of facilities. The term of these assurances are outlined in the attachment labelled as "AIP\_airport\_sponsor\_assurances 3-2014".

Pursuant to AIP Grants Assurance for Airport Sponsors, Section B(1), Duration and Applicability for Airport Sponsors for Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor, "The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a

noise compatibility program project, but in any event not to exceed **twenty (20) years** from the date of acceptance of a grant offer of Federal funds for the project.”

Generally, Airport Sponsors continue to request and receive such Grants throughout the 20 years required by the Assurances. Therefore, in order to reduce administrative expenses/resources on negotiating short-term leases for both the FAA and the Airport Sponsor, we simply request a 20-year term and update the List of Facilities as needed, to reflect changes made to the facilities covered by the MOAs such as, upgrades to the facilities, decommissioning, new facilities, etc. The facilities listed on the MOA should reflect the same facilities that are on the Airport’s Layout Plan.

We pulled the Grant History for Battle Mountain (attached), which indicate that the last funding received by the Airport was in 2017. Please let us know if this has provided you with the additional justification that you needed in order to exceed the 2-year term.

If you have any additional questions or concerns, please let us know.

Thanks,

***Bryana Pugh*** (FAA)

*Realty Specialist*

*FAA - Western Logistics Service Area*

Real Estate and Utilities Group, AAQ-930

2200 S. 216<sup>th</sup> Street

Des Moines, WA 98198

***Office (206) 231-3064***

[\*bryana.pugh@faa.gov\*](mailto:bryana.pugh@faa.gov)

<image001.png>

*Learner | Achiever | Responsibility | Strategic | Refactor*

**From:** Sinclair, Sheri CTR (FAA)

**Sent:** Monday, March 25, 2019 12:53 PM

**To:** Pugh, Bryana (FAA) <[bryana.pugh@faa.gov](mailto:bryana.pugh@faa.gov)>

**Subject:** FW: FW: Memorandum of Agreement (MOA) BAM MOA 690EG4-19-L-00071

Hello Bryana,

If you could help me respond to his e-mail below, I would greatly appreciate it.

Attached is the AIP Grant History for Battle MT.

Thank you,

## *Sheri Sinclair*

Real Estate Support Analyst  
Subsystem Technologies, Inc.  
FAA Logistics Support Service Contract (LSSC)  
Northwest Mountain Region AAQ-930  
Office: 206-231-3105  
[Sheri.CTR.Sinclair@FAA.Gov](mailto:Sheri.CTR.Sinclair@FAA.Gov)  
[SSinclair@Subsystem.com](mailto:SSinclair@Subsystem.com)

**From:** Keith Westengard <[kwestengard@landercountynv.org](mailto:kwestengard@landercountynv.org)>  
**Sent:** Monday, March 25, 2019 10:52 AM  
**To:** Sinclair, Sheri CTR (FAA) <[Sheri.CTR.Sinclair@faa.gov](mailto:Sheri.CTR.Sinclair@faa.gov)>  
**Subject:** Re: FW: Memorandum of Agreement (MOA) BAM MOA 690EG4-19-L-00071

Hello Sheri,

The DA is currently reviewing the MOA. I spoke with him this morning and there were 2 issues, so far.

1. The 20 year term. The Commissions have instructed me to keep contracts at a 2 year maximum unless I can give good reason for a longer term. Can you provide any information to help with my justification? I'm all for the 20 years but would like your input.
2. There a a clause to allow for a termination of the contract but it only names one side. I need to have the contract show both sides have the availability to terminate.

Thanks Keith

**Keith Westengard**  
**County Manager**  
**50 State Route 305**  
**Battle Mountain, NV. 89820**  
**Mobile (775) 455-7653**  
**Direct Office (775) 635-5595**  
**Direct Fax (775) 635-3334**

On Tue, Mar 19, 2019 at 8:51 AM <[Sheri.CTR.Sinclair@faa.gov](mailto:Sheri.CTR.Sinclair@faa.gov)>  
wrote:

Hello Keith,

I am just checking in to see if you might have an update on the  
Validation of the Facilities and the reviewing of the MOA.

Please call or e-mail if you have any questions.

Sincerely,

*Sheri Sinclair*

Real Estate Support Analyst

Subsystem Technologies, Inc.

FAA Logistics Support Service Contract (LSSC)

Northwest Mountain Region AAQ-930

Office: 206-231-3105

[Sheri.CTR.Sinclair@FAA.Gov](mailto:Sheri.CTR.Sinclair@FAA.Gov)

[SSinclair@Subsystem.com](mailto:SSinclair@Subsystem.com)

**From:** Sinclair, Sheri CTR (FAA)

**Sent:** Thursday, February 14, 2019 2:03 PM

**To:** '[kwestengard@landercountynv.org](mailto:kwestengard@landercountynv.org)'

<[kwestengard@landercountynv.org](mailto:kwestengard@landercountynv.org)>

**Cc:** Pugh, Bryana (FAA) <[bryana.pugh@faa.gov](mailto:bryana.pugh@faa.gov)>

**Subject:** Memorandum of Agreement (MOA) BAM MOA  
690EG4-19-L-00071

Hello Keith,

I have attached the List Of Facilities (LOF) and the Memorandum of Agreement (MOA) for you to look over.

Please Verify if that is the only FAA Facility on your Airport. Please send e-mail verifying. (I need it for my file)

Please look over the MOA, **DO NOT SIGN.**

If you have any questions or comments on the MOA please put those notes on the MOA. Any changes to the MOA we have to send through our Legal Department and then through Quality Control.

Once the MOA is Acceptable by the FAA and Lander County I will send you a clean MOA to be signed.

Please call me or e-mail me if you have any questions. The RECO that will be signing this MOA her name is Bryana Pugh and she has been CC: on the e-mail.

Thank you for your time and I look forward to work this MOA with you.

Sincerely,

*Sheri Sinclair*

Real Estate Support Analyst

Subsystem Technologies, Inc.

FAA Logistics Support Service Contract (LSSC)

Northwest Mountain Region AAQ-930

Office: 206-231-3105

[Sheri.CTR.Sinclair@FAA.Gov](mailto:Sheri.CTR.Sinclair@FAA.Gov)

[SSinclair@Subsystem.com](mailto:SSinclair@Subsystem.com)

<AIP-Grant-History for Battle MT. NV.xls>

<MOA BAM 690EG4-19-L-00071.docx>

<AIP\_airport-sponsor-assurances 3-2014.pdf>

Lander County Commissioners Meeting

Agenda Item Number \_\_8\_\_

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

Discussion and possible action to approve/disapprove a Lease for Real Property between the United States of America Department of the Interior, Bureau of Land Management and Lander County for premises located at the Battle Mountain Airport to operate a full-service air tanker base, and all other matters properly related thereto.

**Public Comment:**

**Background:**

**Recommended action:**

**Battle Mountain, Nevada  
Lander County Airport  
Bureau of Land Management  
Lease Agreement  
LEASE NUMBER L19PL000\_\_**

**WITNESSETH:** The Parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

**1. AGREEMENT:**

**LESSOR**, Lander County ("LESSOR"), leases to the UNITED STATES OF AMERICA, BUREAU OF LAND MANAGEMENT ("GOVERNMENT"), the below described Leased Premises (Leased Premises):

Approximately 11.72 acres of land located at the Lander County Airport in Battle Mountain, Nevada, more particularly described in Exhibit A, for operation of the Battle Mountain Air Tanker Base. Currently included within the tanker base is a fire retardant storage area with a retardant containment barrier around the tanks, evaporation pond as further identified in Paragraph 9, and BLM owned modular buildings.

In addition to the 11.72 acres of land identified in Exhibits A, GOVERNMENT is authorized non-exclusive use of the large aircraft parking apron, smokejumper parking apron, access ramps and the ramp tie-down area, and use of other associated facilities as directed by the Airport Fixed Base Operator, to park aircraft and conduct support activities related to aerial wildland fire suppression and logistical support operations.

GOVERNMENT is also granted non-exclusive rights to utilize airport runways, taxiways and other right-of-way to the extent necessary to enable GOVERNMENT to provide aeronautical services from the Leased Premises and to achieve ingress and egress to its Leased Premises and access across the airport.

GOVERNMENT is authorized use of approximately 1,000 square feet of space located in the existing Fire Hall to be used for smoke-jumper operations. Space comprising this portion of the Leased Premises consists of the meeting room and lounge area, a private office and two separate shower/restrooms. GOVERNMENT is also granted use of approximately 3,000 square feet of Garage Space in the fire hall.

**2. TERM:**

**TO HAVE AND TO HOLD** the said Leased Premises with their appurtenances for the term beginning on **October 15, 2019** and continuing through **October 14, 2039** subject to termination as is hereinafter set forth.

**3. RENTAL:**

Rental payments referenced herein are made in accordance with Public Law 113-235, Consolidated Appropriations Act, 2019.

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A. Effective October 15, 2019 the GOVERNMENT shall pay LESSOR in accordance with the following rental schedule: **TO BE NEGOTIATED**

Year	Annual Rent	Year	Annual Rent
1	\$ 11,500.00	11	\$ 13,000.00
2	\$ 11,650.00	12	\$ 13,150.00
3	\$ 11,800.00	13	\$ 13,300.00
4	\$ 11,950.00	14	\$ 13,450.00
5	\$ 12,100.00	15	\$ 13,600.00
6	\$ 12,250.00	16	\$ 13,750.00
7	\$ 12,400.00	17	\$ 13,900.00
8	\$ 12,550.00	18	\$ 14,050.00
9	\$ 12,700.00	19	\$ 14,200.00
10	\$ 12,850.00	20	\$ 14,350.00

- B. Rent shall be an annual payment, paid in advance. Rent for a period of less than a year shall be prorated. In the event GOVERNMENT exercises its option to terminate, rentals received shall be prorated to coincide with the termination date.
- C. Rent shall be made payable through the Automated Clearing House (ACH) payment system to LESSOR according to its data in the System for Award Management (SAM).

**4. TERMINATION:**

GOVERNMENT has the following termination rights:

- A. Termination will require 60 days' written notification to the other party.
- B. Said notice shall be computed commencing with the day after the date of mailing.

**5. UTILITIES:**

- A. GOVERNMENT shall have access to the Leased Premises at all times without additional payment.
- B. GOVERNMENT will pay for water, sewer, electrical service, telephone, internet, trash removal, and propane.
- C. LESSOR shall ensure that water, sewer, and electrical service necessary for operation of the Leased Premises are available. LESSOR shall provide separate meters for GOVERNMENT paid utilities, and will provide written verification of the meter numbers and certification that these meters measure the GOVERNMENT'S usage only. Proration is not permissible.

**6. MAINTENANCE:**

- A. The LESSOR shall maintain all runways, taxiways, access ramps, buildings and all

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improvements described and provided as part of this Lease Agreement, and all equipment, fixtures and appurtenances furnished by the LESSOR, in good repair and tenable condition.

- B. During the term of this Lease Agreement, GOVERNMENT agrees to maintain, at its own expense any GOVERNMENT owned improvements, fixtures, and equipment thereon, in a safe and clean condition.
- C. Water System: LESSOR will maintain the water source and system including the well and pump (existing and/or replacement pump) assuring an adequate supply of water for all fire suppression operations. In the event of failure of the water source (existing well or the improved water system), LESSOR shall immediately provide an alternate source of water to assure continuity of the fire suppression operation. In the event the LESSOR cannot provide immediate repairs or replacement of parts, GOVERNMENT, upon notice to the LESSOR, is authorized to make minor repairs to the well and pump.
- D. LESSOR is responsible for maintenance and repairs to the septic system.
- E. GOVERNMENT will contact the Lander County Manager to arrange for any needed repairs and maintenance. LESSOR may require GOVERNMENT to use maintenance forms adopted by LESSOR.

**7. ALTERATIONS:**

GOVERNMENT shall have the right during the existence of this Lease Agreement to make alterations, attach fixtures, and erect structures or signs in or upon the Leased Premises, which fixtures, additions or structures so placed in, on, upon, or attached to the said Leased Premises shall be and remain the property of GOVERNMENT and may be removed or otherwise disposed of by GOVERNMENT. GOVERNMENT shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the Leased Premises. GOVERNMENT has the right to request LESSOR to perform said alterations in the Leased Premises. Any GOVERNMENT requested alterations to the space will be funded by the GOVERNMENT.

**8. WAIVER OF RESTORATION:**

GOVERNMENT shall have the right to remove all moveable furniture, fixtures, machinery and equipment and all other personal property owned or installed by GOVERNMENT on the Leased Premises, and all expenses connected with such removal shall be borne by GOVERNMENT. Said property shall be removed within five (5) business days prior to termination of this Lease Agreement. GOVERNMENT shall remove from the Leased Premises all debris resulting from the removal and GOVERNMENT shall leave the Leased Premises in a clean and orderly condition, acceptable to LESSOR. LESSOR waives any and all restoration costs.

**9. LANDING FEES**

Payment of landing fees described in this paragraph will be made separate and apart from the Lease Agreement and will be paid through a separate document upon receipt of a proper invoice.

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Landing fees: GOVERNMENT, on behalf of itself and its assigns, subtenants, contractors, and sub-contractors shall pay the Lessor for such Air Tanker Landing Fees required for its operation of all Federally contracted Firefighting Aircraft in excess of 20,000 pounds gross certified weight. the Initial fee is established at \$100.00 per landing. Fees and charges are subject to review and amendment from time to time.

**10. ADDITIONAL SERVICES:**

During fire season, LESSOR is responsible for timely submittal of invoices for additional services required by GOVERNMENT and/or GOVERNMENT sub-contractors. LESSOR will not be paid for any services that are not authorized in advance by the Contracting Officer's Representative. Upon presentation of a properly certified invoice, payment will be made by GOVERNMENT and/or GOVERNMENT sub-contractors for services requested and furnished.

**11. HAZARDOUS MATERIALS:**

GOVERNMENT assumes full responsibility for the proper and legal use, handling, storage, and disposal of any hazardous substances used or consumed in the conduct of its business. GOVERNMENT will only use MTDC approved retardant and abide by National Air Tanker Program guidelines.

**12. LIABILITY:**

GOVERNMENT is responsible for the Leased Premises located at Lander County Airport in Battle Mountain, Nevada determined under and in accordance with this Lease Agreement and the laws of the State of Nevada, but limited by the laws of the United States of America.

GOVERNMENT shall be liable for all damages caused by the exercise of rights granted herein, to the extent authorized by the Federal Tort Claims Act, 28 U.S.C. Sections 2671-2680 and the Disputes Clause FAR 52-233-1.

**13. QUIET ENJOYMENT:**

LESSOR expressly covenants and represents that upon payment of fees when due and upon performance of all other conditions required herein, GOVERNMENT shall peaceably have, possess and enjoy the Leased Premises and other rights herein granted, without hindrance or disturbance from LESSOR or LESSOR'S designated representatives, subject to LESSOR'S various rights contained elsewhere in this Lease Agreement.

**14. BENEFITS:**

No member or delegate to Congress shall be admitted to any share or part of this Lease Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this Lease Agreement if made with a corporation or company for its general benefit.

**15. RELATIONSHIP OF PARTIES:**

It is understood that LESSOR is not in any way or for any purpose a partner or in a joint venture with, or agent of, GOVERNMENT in its use of the Leased Premises or any

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improvement thereon.

**16. NOTICE:**

Any and all notices required herein to be made by either party to the other shall be written notice made by depositing such notice, correctly addressed, in the registered or certified mail of the United States of America, postage prepaid, and such notice shall be deemed to have been served on the date of such depositing.

All notices to **LESSOR** shall be mailed to:

Lander County  
County Manager  
50 State Route 305  
Battle Mountain, NV. 89820

Telephone: (775) 455-7653

All notices to **GOVERNMENT** shall be mailed to:

Bureau of Land Management  
Barbra Burns-Fink  
National Operations Center Denver Federal Center Building #50, OC651  
P.O. Box 25047  
Denver, CO 80225-0047

Telephone: (303) 236-0219

All on-site notifications to **GOVERNMENT** shall be made to:

**Contracting Officer's Representative:**

Each party may, from time to time, change the address to which notices to said party are to be sent, by providing written notice of said change of address to the other party in accordance with the procedure set forth in this paragraph.

**17. ENTIRE AGREEMENT:**

This Lease Agreement, together with the attachments hereto, is the entire Lease Agreement of the parties regarding the establishment of their leasehold arrangements. No representations, warranties, inducements or oral agreements previously made between the parties regarding the establishment of their leasehold arrangements shall continue unless stated herein. This Lease Agreement shall not be changed or modified, except in writing, signed by both parties.

**18. CONFLICT BETWEEN CLAUSES:**

In the event of a conflict between the Lease clauses in this Lease Agreement, the more stringent of the two clauses shall apply.

**AGREED AND EXECUTED** as below written:

Initials: \_\_\_\_\_  
                    Lessor                      Government

**ATTEST:**

**LESSOR:**

Lander County Airport

\_\_\_\_\_  
Date

This Lease Agreement is not binding on the GOVERNMENT unless signed below by a GOVERNMENT Leasing Contracting Officer.

**GOVERNMENT:**

UNITED STATES OF AMERICA DEPARTMENT  
INTERIOR BUREAU OF LAND MANAGEMENT

\_\_\_\_\_  
Barbra Burns-Fink  
Contracting Officer

\_\_\_\_\_  
Date

Initials: \_\_\_\_\_  
Lessor Government

**Exhibit A**

**Lander County Airport**

Initials: \_\_\_\_\_  
Lessor Government

DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. <u>L00PL00166</u>
ADDRESS OF PREMISES  Lander County Airport Battle Mountain, Nevada 89820-1420	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between  
County of Lander  
whose address is: 315 S Humboldt Street  
Battle Mountain, NV 89820-1982

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government,  
hereinafter jointly referred to as the Parties:

**WHEREAS**, the Parties hereto desire to amend the above Lease. NOW **THEREFORE**, these Parties for the  
consideration hereinafter mentioned, covenant and agree that the said Lease is amended, effective May 14, 2019, as  
follows:

**Lease Amendment No. 1 is issued to reflect the following revisions:**

1. Installation of an Evaporation Pond as depicted in the attached Cost Estimate dated February 8, 2018 and Addendum No. 1 Dated April 25, 2018

Therefore, Lease Paragraph No 18 is hereby incorporated in the lease as follows:

"18. The LESSOR has completed construction of an Evaporation Pond at the Lander County Airport in Battle Mountain, Nevada. The GOVERNMENT AGREES to reimburse the LESSOR with a one-time lump sum payment not to exceed \$221,025.00 upon completion, inspection, and acceptance of the project by Brock Uhlig, Fire Management Officer. The LESSOR will submit an acceptable itemized invoice through Brock Uhlig who will submit the invoice to the contracting officer for payment."

All other terms and conditions of the lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties subscribed their names as of the below date.

**FOR THE LESSOR:**

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: Barbra Burns-Fink  
Title: Lease Contracting Officer  
Entity Name: Bureau of Land Management  
Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BATTLE MOUNTAIN AIRPORT FIRE POND LINING PROJECT  
PRELIMINARY COST ESTIMATE  
FEBRUARY 8, 2018**

AIRPORT FIRE POND LINER				
ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
MOB Demob	1	LS	\$25,000	\$25,000
Remove Exist Liner in Pond Floor	1	LS	\$5,000	\$5,000
Replace Exist. Primary Liner in Pond Floor	11,000	SF	\$1	\$11,000
Install 4-Inch HDPE Leak Detection Pipes	2	EA	\$8,000	\$16,000
Install 48-Inch Diam. Leak Detection Manholes	2	EA	\$7,500	\$15,000
Finish Grading - Re-establish Pond Floor/Slopes	1	LS	\$3,500	\$3,500
Geonet	60,000	SF	\$0.75	\$45,000
HDPE Secondary Liner	60,000	SF	\$1.00	\$60,000
Liner Appurtenances (Ladder, Vents, Staff Ga.)	1	LS	\$5,000.00	\$5,000
Force Account	1	LS	\$25,000	\$25,000
<b>CONSTRUCTION TOTAL</b>				<b>\$210,500</b>
<b>ENGINEERING and PERMITTING (10%)</b>				<b>\$21,050</b>
<b>INSPECTION and TESTING (5%)</b>				<b>\$10,525</b>
<b>PROJECT TOTAL</b>				<b>\$221,025</b>

## **ADDENDUM NO. 1**

### **BATTLE MOUNTAIN, LANDER COUNTY, NEVADA AIRPORT FIRE POND LINING PROJECT**

**PWP NO. LA-2018-118**

**FOR BIDS DUE APRIL 25, 2018 AT 2:00 PM**

The Bidder shall acknowledge receipt of this Addendum on this form and attach a copy of this addendum with the bid. Failure to include this Addendum with the formal bid will render the bid non-responsive. Non-responsive bids will not be considered and will be cause for rejection.

The following modifications and deletions have been made to the Plans and Construction Documents for the above-referenced project.

#### ***NOTICE TO BIDDERS***

- Item 1, Page 4 - Change Bid Date to Wednesday April 25<sup>th</sup> at 2:00 pm. Bids to be turned in at the same place identified in the Construction Documents.

#### ***INSTRUCTIONS TO BIDDERS***

- Item 1, Page 6 - Change Bid Date to Wednesday April 25<sup>th</sup> at 2:00 pm. Bids to be turned in at the same place identified in the Construction Documents.

#### ***BID SCHEDULE***

See revised bid schedule and bid item description. *Bidder shall submit their bid on the attached revised bid schedule. If a bid is submitted on the original schedule, the bid will be rejected.* The items that have been modified include:

- Base Bid Schedule and Bid Item Description:
  1. Added Bid Item 10 for relocation of existing fence and addition of 25 lineal feet of new fence for adequate clearance between the liner and fence (8 feet minimum). In addition, signs will be required to be installed on each fence run and on the gate per Detail 4 Sheet D2 of the revised Plans.
- Alternate Bid Schedule and Bid Item Description:
  1. Added Alternate Bid Item A1 for inspection and repair of existing liner at the anchor trench.

#### ***PLANS***

##### **Sheet C4:**

1. Relocate the existing fencing and add additional fencing to maintain minimum clearance of 8 feet between liner and fence.

**Bidder will prepare his/her bid to reflect the changes identified above. The Bidder, by executing this form, acknowledges receipt of this Addendum and that the referenced items delineated in this Addendum have been incorporated in said bid.**

---

**Bidder**

---

**Title**

---

**Date**

**REVISED BID SCHEDULE**

LANDER COUNTY PUBLIC WORKS DEPT  
 BATTLE MOUNTAIN, NEVADA  
 AIRPORT FIRE POND LINING PROJECT  
 PWP NO. LA-2018-118

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.	Bid Qty.	Unit	Item Description With Unit Prices Written In Words	Unit Price	Total Amount
1	1	LS	<u>Mobilization and Demobilization:</u> Mobilization to the site and demobilization from the site, including clean up, for the amount of: _____ dollars.	LUMP SUM	\$ _____
2	13,000	SF	<u>Remove Existing HDPE Liner on Pond Floor:</u> Furnish all labor, equipment, materials and services remove existing HDPE liner on pond bottom and up one foot on existing banks including removal from pond and disposal and other work to complete the installation in accordance with the plans and specifications, complete in place for the price of: _____ dollars per square foot.	\$ _____ / SF	\$ _____

Item No.	Bid Qty.	Unit	Item Description With Unit Prices Written In Words	Unit Price	Total Amount
3	1	LS	<u>Pond Re-Grading:</u> Furnish all labor, equipment, materials, and services to water condition and re-grade/re-compact existing pond floor and re-shape existing pond banks at pond floor transition and other work to complete the installation in accordance with the plans and specifications. complete in place for the price of _____ dollars.	LUMP SUM	\$ _____
4	260	LF	<u>1-Inch PVC Vent Piping:</u> Furnish all labor, equipment, materials, and services to install 1-inch vent piping including piping, trenching, backfill, compaction, vents/risers, quickcrete, connection and other work to complete the installation in accordance with the plans and specifications. complete in place for the price of: _____ dollars per lineal foot.	\$ _____ / LF	\$ _____
5	2	EA	<u>Directional Bore (2) 4-Inch PVC Drain Lines:</u> Furnish all labor, equipment, materials, and services to directional bore (2) separate 4-inch C900 PVC or HDPE drain and vent pipes approximately 55 and 34 lineal feet respectively from the pond bottom to outside the existing perimeter fence including excavation, bore pits, pipe, basin sump, pipe ends, connections to leak detection manholes and other work to complete the installation in accordance with the plans and specifications, complete in place for the price of: _____ dollars each.	\$ _____ / EA	\$ _____

Item No.	Bid Qty.	Unit	Item Description With Unit Prices Written In Words	Unit Price	Total Amount
6	2	EA	<b>48-Inch Leak Detection Manholes:</b> Furnish all labor, equipment, materials, and services to install (2) 48-inch diameter concrete leak detection manholes outside the existing perimeter fencing including pre-cast concrete manholes, excavation, base, backfill, compaction, dewatering if necessary, vacuum testing and other work to complete the installation in accordance with the plans and specifications, complete in place for the price of: _____ dollars each.	\$ _____ / EA	\$ _____
7	13,000	SF	<b>60-Mil HDPE Secondary Liner:</b> Furnish all labor, equipment, materials, and services to install 60-mil HDPE liner on the pond bottom and over vent piping including material, welding, pipe boots, testing and other work to complete the installation in accordance with the plans and specifications, complete in place for the price of: _____ dollars per square foot.	\$ _____ / SF	\$ _____
8	28,000	SF	<b>200-Mil Geonet:</b> Furnish all labor, equipment, materials, and services to install 200-mil geonet material over the secondary liner material and other work to complete the installation in accordance with the plans and specifications, complete in place for the price of: _____ dollars per square foot.	\$ _____ / SF	\$ _____

Item No.	Bid Qty.	Unit	Item Description With Unit Prices Written In Words	Unit Price	Total Amount
9	28,000	SF	<u>60-Mil HDPE Primary Liner:</u> Furnish all labor, equipment, materials, and services to install 60-mil HDPE textured primary liner designed for the containment of the fire retardant chemical over the Geonet throughout the entire pond including material, welding, vents, ladders, pipe boots, staff gauge, anchor trench, testing and other work to complete the installation in accordance with the plans and specifications, complete in place for the price of: _____ dollars per square foot.	\$ _____ / SF	\$ _____
10	1	LS	<u>Chain Link Security Fencing and Signage:</u> Furnish all labor, equipment, materials, and services to relocate existing 8-foot chain link fencing around the perimeter of the existing lined pond including signage, additional 25 lineal feet of fencing required for the larger area of coverage including fabric, posts, tension cables, post caps, top rail, barbed wire, post holes and concrete and other work to complete the installation in accordance with the plans and specifications, complete in place for the price of: _____ dollars.	LUMP SUM	\$ _____
11	1	LS	<u>Force Account:</u> Fixed cost item to be included in bid total for unforeseen construction issues.	LUMP SUM	\$ 25,000.00
<b>TOTAL BASE BID AMOUNT</b>					\$ _____

ALTERNATE ID SCHEDULE

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.	Bid Qty.	Unit	Item Description With Unit Prices Written In Words	Unit Price	Total Amount
A1	1	LS	<p><b>Repair Existing Liner at Anchor Trench:</b>                      Furnish all labor, equipment, materials and services to remove existing degraded or uplifted HDPE liner at the anchor trench including removal from pond and disposal and all repair work required to render the liner from the point of repair into the existing anchor trench stable including additional new liner material, welding, trenching and other work to complete the installation in accordance with the plans and specifications, complete in place for the price of: _____ dollars.</p>	LUMP SUM	\$ _____
			<b>TOTAL ALTERNATE BID AMOUNT</b>		\$ _____
			<b>TOTAL BASE BID AND ALTERNATE BID AMOUNT</b>		\$ _____

## 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. This bid item is based on a lump sum amount.

### Bid Item 2 -- Remove Existing HDPE Liner on Pond Floor:

This item includes furnishing all labor, equipment, materials and services to cut and remove existing HDPE liner from the pond floor and 1 foot up the pond banks including removal from the pond, hauling and disposal of the removed liner and all other work to complete the installation in accordance with the plans and specifications. This bid item is based on a unit price per square foot of liner removed. The total amount of liner to be removed is estimated to be 13,000 square feet.

### Bid Item 3 -- Pond Re-Grading:

This item includes furnishing all labor, equipment, materials, and services to water condition, re-grade and re-compact the existing pond bottom and slopes after removal of the existing HDPE liner including additional material and all other work to complete the installation in accordance with the plans and specifications. This bid item is based on a lump sum amount.

### Bid Item 4 -- 1-Inch PVC Vent Piping:

This item includes furnishing all labor, equipment, materials, and services to install 1-inch PVC vent piping in the pond bottom terminating at the top of the pond banks with screened air vents including trenching, backfill, vents, risers, quickcrete, connections, dewatering and other work to complete the installation in accordance with the plans and specifications. This bid item is based on a unit price per lineal foot installed. The total amount of 1-inch PVC vent piping to be installed is estimated to be 260 lineal feet.

### Bid Item 5 -- Directional Bore (2) 4-Inch PVC Drain Lines:

This item includes furnishing all labor, equipment, materials, and services to directional bore (2) 4-inch HDPE or DR 14 C900 PVC leak detection/pond drain pipes from the pond bottom under the existing pond embankment to new monitoring manholes located outside the existing perimeter fencing including piping, bore pits, basin sump, pipe ends, connections to leak detection manholes and other work to complete the installation in accordance with the plans and specifications. This bid item is based on a unit price per each pipe/drain line installed. The total number of drain lines to be installed is estimated to be 2.

### Bid Item 6 -- 48-Inch Leak Detection Manholes:

This item includes furnishing all labor, equipment, materials, and services to install (2) 48-inch diameter monitoring/leak detection manholes outside the existing chain link perimeter fencing including pre-cast concrete manholes, excavation, drain rock, backfill, compaction, dewatering if necessary, vacuum testing and other work to complete the installation in accordance with the plans and specifications. This bid item is based on a unit price per each manhole installed. The total number of manholes to be installed is estimated to be 2.

**Bid Item 7 -- 60-Mil HDPE Secondary Liner:**

This item includes furnishing all labor, equipment, materials, and services to install 60-mil HDPE secondary liner on the pond floor including leak detection pipe sump, material, pipe boots, welding, testing and other work to complete the installation in accordance with the plans and specifications. This bid item is based on a unit price per square foot installed. The total square footage of secondary liner to be installed is estimated to be 13,000 square feet.

**Bid Item 8 -- 200-Mil Geonet:**

Furnish all labor, equipment, materials, and services to install 200-mil geonet over the top of the secondary liner and other work to complete the installation in accordance with the plans and specifications. This bid item is based on a unit price per square foot installed. The total square footage of geonet to be installed is estimated to be 28,000 square feet.

**Bid Item 9 -- 60 Mil HDPE Primary Liner:**

This item includes furnishing all labor, equipment, materials, and services install 60-mil HDPE primary liner designed for containment of the fire retardant chemical over the top of the geonet including leak detection pipe sump, material, welding, ladders, vents, staff gauges, anchor trench, testing and other work to complete the installation in accordance with the plans and specifications. This bid item is based on a unit price per square foot installed. The total square footage of primary liner to be installed is estimated to be 28,000 square feet.

**Bid Item 10 -- Chain Link Security Fencing and Signage:**

This item includes furnishing all labor, equipment, materials, and services to relocate the existing chain link security fencing around the perimeter of the existing lined pond including signage, 25 lineal feet of additional fencing required for the larger area of coverage including fabric, tension cables, posts, post holes and concrete backfill, top rail, post caps, barbed wire and other work to complete the installation in accordance with the plans and specifications. This bid item is based on a lump sum amount.

**Bid Item 11 -- Force Account:**

This item includes furnishing all labor, equipment, materials, and services to provide additional construction services that may be required due to unforeseen issues not identified in the Plans or Specifications. This bid item is based on a pre-determined lump sum amount of \$25,000.

**BASE BID ITEM DESCRIPTION**

**Alternate Bid Item A1 -- Repair Existing Liner at Anchor Trench:**

This item includes furnishing all labor, equipment, materials and service to remove the existing degraded or uplifted liner at the existing anchor trench including removal and disposal and all repair work required to render the existing liner from the point of repair into the existing anchor trench stable including additional new liner material, welding, trenching and other work to complete the installation in accordance with the plans and specifications This bid item is based on a lump sum amount.

<b>DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT LEASE AMENDMENT</b>	LEASE AMENDMENT No. <u>2</u>
	TO LEASE NO. <u>L00PL00166</u>
ADDRESS OF PREMISES  Lander County Airport Battle Mountain, Nevada 89820-1420	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between  
County of Lander  
whose address is: 315 S Humboldt Street  
Battle Mountain, NV 89820-1982

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government,  
hereinafter jointly referred to as the Parties:

**WHEREAS**, the Parties hereto desire to amend the above Lease. NOW THEREFORE, these Parties for the  
consideration hereinafter mentioned, covenant and agree that the said Lease is amended, effective May 14, 2019, as  
follows:

**Lease Amendment No. 2 is issued to reflect the following revisions:**

1. Installation of a Security Gate as depicted in the attached Statement of Work dated April 2, 2019

Therefore, Lease Paragraph No 18 is hereby incorporated in the lease as follows:

"19. The LESSOR completed installation of a security gate at the Lander County Airport in Battle Mountain, Nevada. The GOVERNMENT AGREES to reimburse the LESSOR with a one-time lump sum payment not to exceed \$29,944.00 upon completion, inspection, and acceptance of the project by Brock Uhlig, Fire Management Officer. The LESSOR will submit an acceptable itemized invoice through Brock Uhlig who will submit the invoice to the contracting officer for payment."

All other terms and conditions of the lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties subscribed their names as of the below date.

**FOR THE LESSOR:**

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: Barbra Burns-Fink  
Title: Lease Contracting Officer  
Entity Name: Bureau of Land Management  
Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT 4/2/2019**

- C.1.0 GENERAL:** The Lessor shall supply and install an electric powered metal security gate and associated electrical connections for access into the Battle Mountain Airtanker Base that is located at the Lander County Airport.
- C.1.1 Description of Work:** The Lessor shall provide all labor, equipment, and materials necessary to set and install an electric powered metal security gate. Work shall include removal of existing gate and supporting structure, replacement of existing fencing components that are unsuitable for supporting a security gate, excavation/backfill for the purposes of burying electrical connections and reinforcing fence supports with concrete, installation and programming of a gate opener module, including remote openers.
- C.1.2 LOCATION:** Work site is located at the Lander County Municipal Airport, 1080 Airport Road, Battle Mountain, Nevada 89820
- C.1.3 SAFETY:** The Lessor shall strictly adhere to all applicable Federal and State Safety regulations and building codes.
- C.2.0 DEFINITIONS:** None
- C.3.0 LESSOR-FURNISHED ITEMS:** The Lessor shall furnish all labor, materials, supplies, and equipment necessary to perform the work specified.
- C.4.0 GOVERNMENT FURNISHED ITEMS (GFI):** None
- C.5.0 SPECIFIC TASKS**
- C.5.1** Lessor shall supply and install an all-metal, electric powered security gate. The gate shall be designed for the purposes of allowing remote opening and closing, and shall be able to accommodate large vehicle traffic, with an opening width of at least 20'. The gate shall be designed to automatically close after opening, and shall have underground sensors to allow for egress from the tanker base without the use of an opening device. Additionally, in order to support large vehicle traffic, the gate shall have the ability to be locked open in order to prevent damage from oversize traffic.
- C.5.2** Lessor shall supply and install all necessary equipment and accessories to install the gate and supply power from the nearest electrical panel, including but not limited to, electrical conduit and wiring, electrical panels, gate and supporting structure, powered gate opening apparatus and remote devices for the purposes of enhancing airport security through use of an electric gate. Work shall include supply and install of necessary infrastructure for supporting the weight of a gate suitable for securing the facilities while still providing access. Electrical power shall extend from the county's existing electrical supply to the new gate opening device.

# **CURRENT AGREEMENT**

**U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY  
NO. NC-L-00-0166  
BATTLE MOUNTAIN, NEVADA**

This Lease, made and entered into this 15th day of October, 1999, by and between Lander County, a Political Subdivision of the State of Nevada, hereinafter called the "Lessor," and the United States of America, Department of Interior, Bureau of Land Management, hereinafter called the "Lessee," establishes agreement between the parties relevant to the following described premises and the terms and conditions contained herein:

1. LOCATION, DESCRIPTION AND USE OF LEASED PREMISES

The leased premises located at the Lander County Airport in Battle Mountain, Nevada, identified on Exhibits "A", "B", "C", and "D" and attached to and made a part of this lease are provided by the Lessor for the purpose of allowing the Lessee to maintain an existing air tanker base at the airport. Lessee has represented to Lessor that the BLM is committing to seek funding to invest and operate a full-service air tanker base.

A. Currently included within the tanker reload base is a fire retardant storage area comprised of two BLM-owned above-ground tanks; (one 10,000 gallon and one 5,000 gallon tank) and three 10,000 gallon above-ground tanks owned by the fire retardant contractor. Included is a retardant containment barrier to be constructed at the current storage area by BLM. Also included are two BLM-owned electric pumps for transferring water and retardant to aircraft.

B. Three BLM-owned modular buildings located on the site will serve as operations offices.

C. In addition to the 75,000 square feet of land identified in Exhibit "A", and the 10 acres identified in Exhibit "D", the Lessee is authorized non-exclusive use of the large aircraft parking apron, smokejumper parking apron, access ramps and the ramp tie-down area, and use of other associated facilities as directed by the Airport Fixed Base Operator, to park aircraft and conduct support activities related to aerial wildland fire suppression and logistical support operations.

D. Lessee is also granted non-exclusive rights to utilize airport runways, taxiways and other right-of-way to the extent necessary to enable Lessee to provide aeronautical services from the leased premises and to achieve ingress and egress to its leased premises and access across the airport.

E. Lessee is authorized use of approximately 1,000 square feet of space located in the existing Fire Hall to be used for smoke-jumper operations. Space comprising this portion of the leased premises consists of the meeting room and lounge area, a private office and two separate shower/restrooms.

F. Lessee is authorized use of the Airport for the purposes stated above at any time these activities may occur between May 1 and October 31 for as long as this Lease remains in force and effect. Lessee is also authorized use of the Airport in the event of unforeseen activity prior to May 1 or after October 31.

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<i>JMS</i> <i>JG</i>	<i>CR</i>

2. TERM

The term of this Lease shall be **twenty years beginning October 15, 1999, and continuing through October 14, 2019.**

3. PAYMENT

Lessee agrees to pay Lessor according to the following schedule:

Years 1- 20:

Year 1:	Annual Rent of \$ 8,500.00 - (\$708.33 per month)
Year 2:	Annual Rent of \$ 8,650.00 - (\$720.83 per month)
Year 3:	Annual Rent of \$ 8,800.00 - (\$733.33 per month)
Year 4:	Annual Rent of \$ 8,950.00 - (\$745.83 per month)
Year 5:	Annual Rent of \$ 9,100.00 - (\$758.33 per month)
Year 6:	Annual Rent of \$ 9,250.00 - (\$770.83 per month)
Year 7:	Annual Rent of \$ 9,400.00 - (\$783.33 per month)
Year 8:	Annual Rent of \$ 9,550.00 - (\$795.83 per month)
Year 9:	Annual Rent of \$ 9,700.00 - (\$808.33 per month)
Year 10:	Annual Rent of \$ 9,850.00 - (\$820.83 per month)
Year 11:	Annual Rent of \$10,000.00 - (\$833.33 per month)
Year 12:	Annual Rent of \$10,150.00 - (\$845.83 per month)
Year 13:	Annual Rent of \$10,300.00 - (\$858.33 per month)
Year 14:	Annual Rent of \$10,450.00 - (\$870.83 per month)
Year 15:	Annual Rent of \$10,600.00 - (\$883.33 per month)
Year 16:	Annual Rent of \$10,750.00 - (\$895.83 per month)
Year 17:	Annual Rent of \$10,900.00 - (\$908.33 per month)
Year 18:	Annual Rent of \$11,050.00 - (\$920.83 per month)
Year 19:	Annual Rent of \$11,200.00 - (\$933.33 per month)
Year 20:	Annual Rent of \$11,350.00 - (\$945.83 per month)

Payments shall be made monthly in arrears. Rent for a lesser period will be prorated. Rent checks shall be payable to: Lander County Treasurer, 315 South Humboldt Street, Battle Mountain, Nevada 89820.

4. FEES

Payment of fees described in this paragraph or by agreement between the parties will be made separate and apart from this Lease and will be paid through a separate document upon receipt of a proper invoice for the work, utilities, fuels, materials and services provided by mutual agreement.

A. Landing Fees: Lessee, on behalf of itself and its assigns, subtenants, contractors and sub-contractors shall pay the Lessor for such Air Tanker Landing Fees required for its operation of all Federally Contracted Firefighting Aircraft in excess of 12,500 pounds certified gross weight.

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LESSEE	LESSOR
<i>[Signature]</i>	<i>[Signature]</i>

The initial fee is established at ninety dollars (\$90.00) per landing. Fees and charges are subject to review and amendment from time to time. Any changes to the established fees will be consistent with those paid by the Lessee at other airports throughout the State of Nevada.

B. Aviation Fuel: The parties mutually agree to work jointly to assure that sufficient aviation fuel is available at the Lander County Airport for purchase by the Lessee, its contractors and sub-contractors. Fueling services will have "single point" and "over the wing" capability.

C. Utilities: The Lessor shall ensure that the listed utilities necessary for operation are available.

(1) Electrical Service: Lessor agrees to provide electrical service to the leased premises. Service is required in the BLM-owned modular buildings, the fire hall and in certain exterior areas. Usage includes, but is not limited to, lighting, HVAC, general office equipment, pumps and miscellaneous equipment required for operation of the air tanker base. Service for the well pump is prorated and upon receipt of a proper invoice, Lessee will submit payment. Service for occupied premises will be separately metered and billed directly to Lessee.

(2) Water System: The cost for water usage provided through the existing water sources and the improvements to the existing system to be provided by the Lessor as defined in Paragraph, 6.A.(3.), "Improvements", will be the responsibility of the Lessee. Service will be separately metered and upon receipt of a proper invoice, Lessee will submit payment for its water usage at the tanker facility and in the other areas where water is provided. The monthly charges for water shall be determined by the size of the water meter installed:

2" meter	\$ 40.00	per month for 10,000 gallons
3" meter	\$ 83.00	per month for 10,000 gallons
4" meter	\$136.00	per month for 10,000 gallons

An additional eighty cents (\$0.80) shall be charged for each one thousand gallons (1000) used over the base ten thousand gallons (10,000).

(3) Septic System: The cost for services related to the existing septic system and to the septic system to be constructed by the Government will be the responsibility of the Lessee. Upon receipt of a proper invoice, Lessee will submit payment for septic system services. The cost for services related to the existing septic system shall be sixteen dollars (\$16.00) per month. Upon completion of construction of the septic system proposed by Government, no charges shall be made for septic service. Lessee shall assume all costs related to the new septic system.

D. Invoices shall be submitted to Lessee at the BLM Battle Mountain Field Office, 50 Bastian Road, Battle Mountain, Nevada, 89820.

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5. INTEREST

The Lessee will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

A. Payment due date. The due date for making payments other than rent shall be the later of the following two events:

(1) The 30<sup>th</sup> day after the designated billing office has received a proper invoice from the Lessor.

(2) The 30<sup>th</sup> day after Lessee acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30<sup>th</sup> day after the Lessor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or the Lessor's compliance with contract requirements.

B. Invoice for payments.

(1) The Lessor shall prepare and submit an invoice to the designated billing office after completion of the work, service, or determination of fee. A proper invoice shall include the following items:

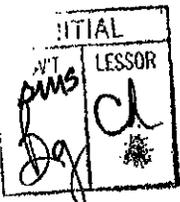
- a. Name and address of Lessor.
- b. Invoice date.
- c. Lease number.
- d. Lessee's order number or other authorization.
- e. Description, price, and quantity of work or services delivered.

(2) The Lessee will inspect and determine the acceptability of the work performed or services delivered within seven (7) days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Lessor is not entitled to any payment or interest unless actual acceptance by the Lessee occurs.

C. Interest penalty.

(1) An interest penalty shall be paid automatically by the Lessee, without request from the Lessor if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the



Treasury under Section 12 of the Contract Dispute Acts of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Lessee and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under Paragraph 16, "Disputes", in the attached General Clauses Section, or for more than one (1) year. Interest penalties of less than one dollar (\$1.00) need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Lessee and the Lessor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with Paragraph 16, "Disputes" in the attached General Clauses Section.

## 6. IMPROVEMENTS

A. The projects identified below are *proposed* improvements to the Air Tanker Base and are contingent upon availability of Federal funding. Upon approval of funding and the Lessor's review of Lessee's design in order to ensure compliance with all applicable codes, the Lessee will contract separately for construction of these improvements. If State or Federal law requires Lessor and/or Lessee to acquire approval and/or permits for the construction or installation of any improvements, then Lessee shall bear all costs of the permitting process.

(1) Septic System: Lessee will design and construct a septic system to serve all areas of the leased premises except the space located in the Fire Hall which will be accommodated by the existing septic system. The new system will require a tank with a capacity of approximately 1,500 gallons. Construction of the septic system will include installation of approximately 450 lineal feet of disposal trench, 18 inches wide by 35 inches deep. Lessee or its contractor will conduct soil percolation tests to assure adequate drainage. Trenches shall be located to avoid encroachment on drainage/disposal fields.

(2) Retardant Containment, Collection and Disposal System: Lessee will design and construct retardant containment, collection, and disposal systems as necessary dependent upon availability of funding and site expansion.

(3) Water System: Lessee will design and construct improvements to the existing water system to supply its fire suppression and support operations. The improvements will be designed to assure the system's capability to produce a minimum of 300 gallons per minute for sustained periods of up to 12 hours per 24 hour day during the season of use as defined in Paragraph 1.F., "Location, Description and Use of Leased Premises".

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B. During the term of this Lease, the Lessee shall have the right to construct, at its own expense, additional improvements, alterations, or additions to the leased premises or to attach fixtures or erect structure or signs in furtherance of its authorized use of the leased premises, provided that:

(1) Lessee agrees that any improvements, alterations, and additions made to the facilities subject to this Agreement by outside contractors and subcontracts shall only be performed by qualified and licensed persons; and,

(2) Prior to the construction of new buildings, major exterior changes to any buildings or surrounding areas, interior renovations affecting structural integrity or configuration of any improvements Lessee will submit proposed plans or description of proposed improvements to the Lessor for its review and approval. The Lessor's approval shall not be unreasonably withheld nor shall its discretion be unreasonably applied.

(3) All construction shall conform and comply with all building codes in effect at the time of construction.

C. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the premises all structures, property and other materials not belonging to Lessor, and restored the surface of the ground to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

D. If Lessee has not completed such removal and restoration within one hundred twenty (120) days after termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) treat Lessee as a holdover tenant at will until such removal and restoration is completed and/or (iii) may exercise any other remedies as allowed by law to enforce removal and restoration.

## 7. MAINTENANCE

The Lessor shall maintain the leased premises including land, runways, taxiways, access ramps, buildings and all improvements described and provided as part of this Lease, and all equipment, fixtures and appurtenances furnished by the Lessor, in good repair and tenantable condition. Lessee will provide maintenance to its modular buildings and any improvements it adds to the leased premises unless otherwise negotiated and agreed.

A. Water System: Lessor will maintain the water source and system including the well and pump (existing and/or replacement pump) assuring an adequate supply of water for all fire suppression operations as defined in Paragraph 6.A.(3.) "Improvements". In the event of failure of the water source (existing well or the improved water system) Lessor shall immediately provide an alternate source of water to assure continuity of the fire suppression operation. In the event the Lessor cannot provide immediate repairs or replacement of parts, Lessee, upon notice to the Lessor, is authorized to make minor repairs to the well and pump.

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B. Septic System: Lessor will provide maintenance and repairs to the existing septic system serving the Fire Hall. Upon construction of the septic system described in Paragraph 6.A.(1), Lessee will provide maintenance and repairs to said system.

C. Lessee will contact the Lander County Manager to arrange for any needed repairs and maintenance. Lessor may require Lessee to use maintenance forms adopted by Lessor.

#### 8. TELECOMMUNICATIONS

Lessee will contract separately for its telecommunications service and will provide its own wire, instruments, switches and other equipment for voice and data. Lessee will provide its own radio communications equipment and antennae to support its Fire Dispatch Operation.

A. If permits or approvals are required, Lessee shall bear all costs associated with the procurement of the permit or approval.

B. Lessee shall provide Lessor with plans and frequencies of any communications equipment prior to installation and after installation upon request.

C. Lessee shall not cause any interference with Lessor's or the Federal Aviation Administrations communication equipment.

#### 9. ACCESS

Notwithstanding the provisions of Paragraph 6, "Improvements", Lessee assures that none of the improvements it erects on its leased premises will impede or deny the Fixed Base Operator access through the north portion of the property to enter the area where the Fuel Tank Farm is located.

#### 10. DAMAGE TO THE AIRPORT

Except as limited by Item No. 12 below, Lessee shall be liable for any damage to the Airport and to any improvements thereon caused by Lessee, its officers, agents, employees, contractors, subcontractors, assigns, subtenants, customers, guests, invitees, or anyone acting under its direction and control, ordinary wear and tear expected. All repairs for which Lessee is liable may be made by Lessee at its own expense, provided that said repairs are made timely and to Lessor's satisfaction as to the quality of repair or, if not timely or satisfactorily made by Lessee, then by the Lessor at Lessee's expense.

#### 11. INDEMNIFICATION

The Lessee shall be liable for all damages caused by the exercise of rights granted herein, to the extent authorized by the Federal Tort Claims Act 28 U.S.C. Sections 2671-2680 and in accordance with the Anti-Deficiency Act, 31 U.S.C.S. § 1341.

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12. NON-LIABILITY FOR RENTAL/CONTRACT AIRCRAFT

The Lessee shall not be liable for any damages, loss, personal injury or death occurring in the consequence of any rental/contract aircraft or rental/contract aircraft activities provided that the Lessee requires that each such operator/vendor carry a minimum policy of liability insurance, which minimums are established annually by the U.S. Government Aircraft Contracting Requirements.

13. HOLDING OVER

If Lessee remains in possession of the leased premises after the expiration or sooner termination of this Lease without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Lease but shall create only a tenancy from month to month which may be terminated at any time by the Lessor upon thirty (30) days written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this Lease.

14. ATTACHMENTS

The following are attached to and made a part of the Lease:

Exhibits A, B, C and D identifying the leased premises.

Attachment 1, General Clauses

Attachment 2, Representations and Certifications

15. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the premises for the generation, use, treatment, manufacture, production, storage or recycling of any hazardous substances, except that Lessee may use (i) small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the premises and (ii) other hazardous substances, other than hazardous wastes as defined in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., as amended ("RCRA"), that are necessary for the conduct of Lessee's business at the premises. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the premises is a hazardous substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any hazardous substance, (ii) bring any hazardous wastes as defined in RCRA onto the premises, or (iii) install on the premises any underground storage tanks without prior written approval signed by the Chairperson of the Lander County Board of Commissioners.

C. If Lessee uses or permits the use of the premises for a hazardous substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such hazardous substance use, together with such other information on the hazardous substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an

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environmental assessment of the premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. To the extent permitted by law, the Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to Lessee's use of hazardous substances on the premises during the term of this lease, regardless of Lessor's consent to such use, and including, (1) cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for hazardous substances existing on, in or under the premises or which migrate on to, in to, or under the property which do not result from Lessee's actions.

E. In addition to the other rights and remedies of Lessor under this Lease, or as may be provided by law, if Lessor determines that Lessee has during the term of this Lease or any prior period of occupancy, used the premises for any use involving hazardous substances with or without Lessor's consent thereto, and that Lessee has caused a release of hazardous substances to occur, Lessor must first contact the Lessee in writing to apprise Lessee of the contamination and request that Lessee begin action to remediate the contamination. If it is determined that the premises and, or any adjacent premises contain hazardous substances contamination caused by the Lessee and Lessee fails to take action to remediate the contamination, Lessor may at its election at any time during the life of this Lease cause the premises and, or any adjacent premises of Lessor to be tested, investigated, monitored and remediated in accordance with the requirements of applicable federal, state and local law and regulation. If it is determined that Lessee has caused the contamination, Lessee may, subject to the provisions of the Anti-Deficiency Act and other applicable law, agree to perform remediation of the premises and, or adjacent premises or reimburse Lessor for its actual costs incurred in remediating the premises and, or adjacent premises.

F. The term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended or in RCRA the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under federal, state or local law.

16. ENTIRE AGREEMENT

This writing, together with the Exhibits attached hereto, is the entire agreement of the parties regarding the establishment of their leasehold arrangements. No representations, warranties, inducements or agreements (oral or written) previously made between the parties regarding the establishment of their leasehold arrangements shall continue unless stated therein. This Lease shall not be changed or amended except by written modification signed by both parties.

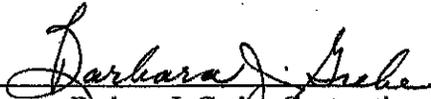
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GOVT	LESSOR
<i>[Handwritten Signature]</i>	<i>[Handwritten Signature]</i>

This Lease Agreement is not binding on the Government of the United States of America unless signed below by the Authorized Contracting Officer.

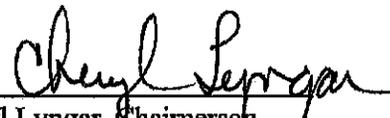
DATED this 15<sup>th</sup> day of October, 1999

**UNITED STATES OF AMERICA  
DEPARTMENT OF INTERIOR  
BUREAU OF LAND MANAGEMENT**

By:   
Gerald M. Smith, Field Manager  
Battle Mountain Field Office

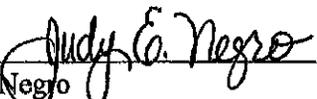
By:   
Barbara J. Grebe, Contracting Officer  
National Business Center

**LANDER COUNTY,  
A Political Subdivision of the State of Nevada**

By:   
Cheryl Lyngar, Chairperson  
Lander County Board of Commissioners

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By:   
Judy Negro  
County Clerk

By:   
Leon Aberasturi, Deputy Lander  
County District Attorney

BLM Site

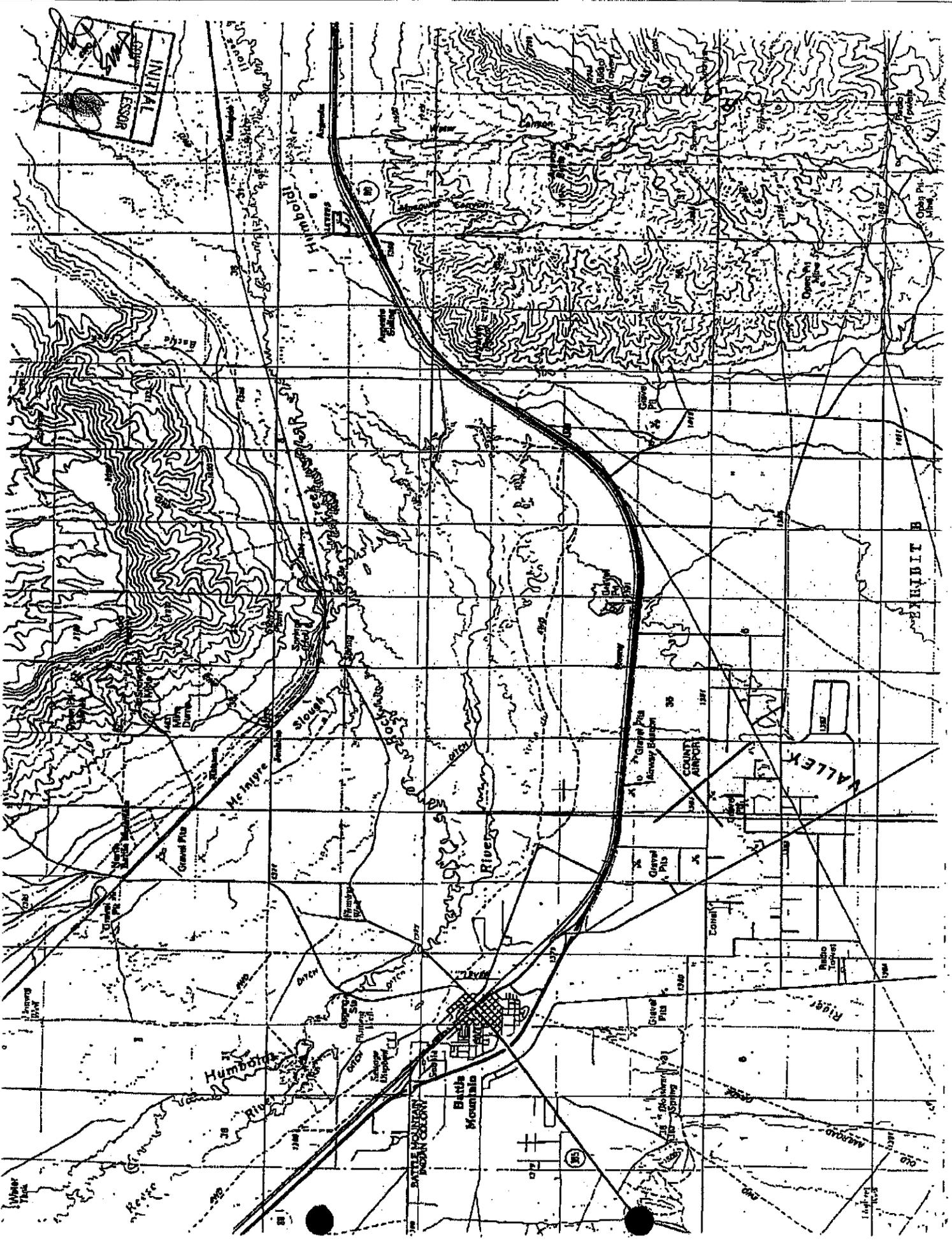
Lander County Airport

A parcel of land lying within the N 1/2 of Section 35, T.32 N, R.45 E, M.D.B. & M.; and being more particularly described as follows:

Beginning at the NW corner of said Section 35, from which the NE corner of Section 35 bears N 89 degrees 37'27" E; thence S 67 degrees 56'41" E 2830.57' to a 5/8" iron pin with a 2" metal cap marked RLS 5271, the true point of beginning; thence S 7 degrees 38'44"E 300.00' to a point marked by a 5/8" iron pin with a 2" metal cap marked RLS 5271; thence S 82 degrees 21'16" W 250.00' to a point marked by a 5/8" iron pin with a 2" metal cap marked RLS 5271; thence N 7 degrees 38'44" W 300.00' to a point marked by a 5/8" iron pin with a 2" metal cap marked RLS 5271; thence N 82 degrees 21'16" E 250.00' to the true point of beginning. Said parcel contains 75,000 square feet or approximately 1.7 acres.

Exhibit "A"

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EXHIBIT B

VALLEY

River

BATTLE MOUNTAIN  
NEVADA COUNTY

Battle  
Mountains

Gravel Pit  
Arroyo Blanco

Gravel Pit

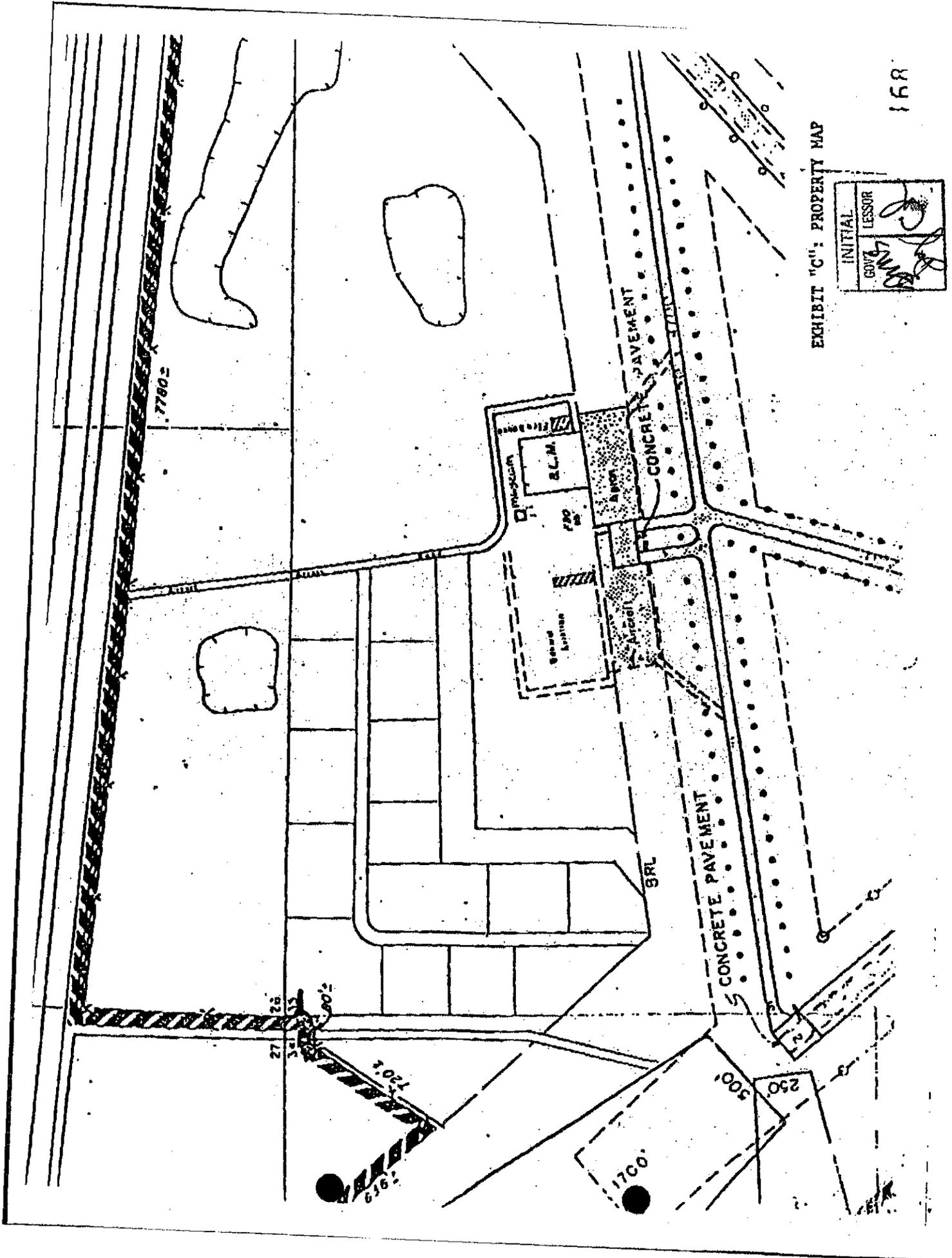


EXHIBIT "C": PROPERTY MAP

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# Battle Mountain Air Tanker Base

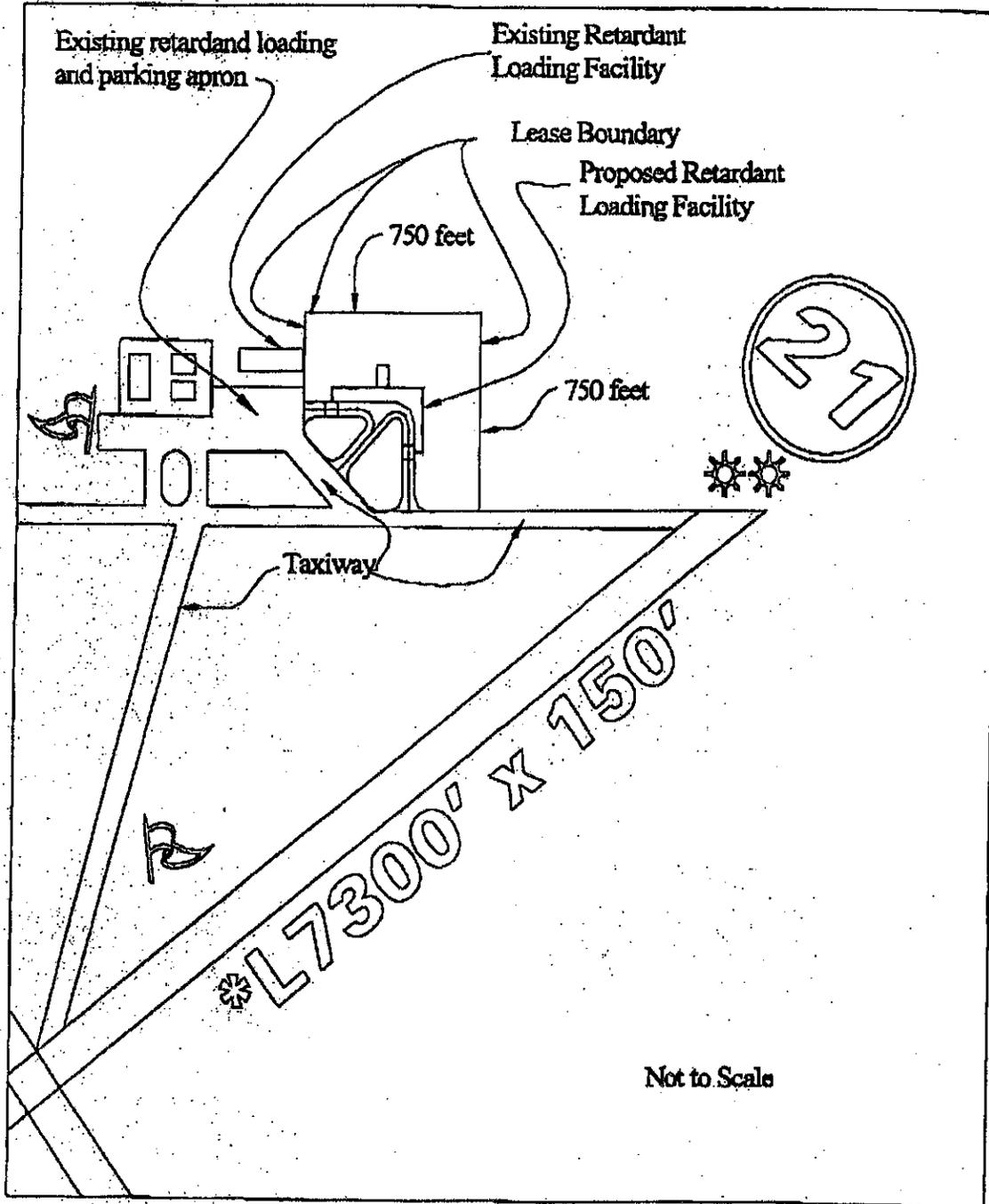


EXHIBIT D

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### Proposed ATB Expansion Area Boundary

The proposed expansion area consists of a parcel approximately ten acres in area within  
T 32 N, R 45 E, Section 35, NE1/4.

The boundary of the proposed expansion area starts at the east corner where the apron connects with the existing taxiway. It runs approximately 425 feet on an azimuth of 353 degrees from true North. The boundary makes a corner and turns to an azimuth of 83 degrees from true North; it runs for approximately 750 feet. At this point, the boundary turns to an azimuth of 173 degrees and runs approximately 750 feet to meet the East/West taxiway at a perpendicular angle. Finally, it turns to an azimuth of 263 degrees for approximately 400 feet, paralleling the existing East/West taxiway, to connect with the first taxiway. The boundary runs along the taxiway for approximately 475 feet on an azimuth of 307 degrees, and closes on the starting corner.

The BLM will have expansion area surveyed.

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EXHIBIT "D", PAGE 1

GENERAL CLAUSES

1. 52.203-1: OFFICIALS NOT TO BENEFIT. (APR 1984)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

2. 52.203-5: COVENANT AGAINST CONTINGENT FEES. (FEB 1990)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

3. 52.203-7: ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general

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supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

#### 4. 552.203-72: REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY. (AUG 1995)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision, except that "property" also means acquisitions of leasehold interests in real property.

(b) The officer or employee responsible for the offer submitted in response to this solicitation shall submit the following certification upon the request of the Contracting Officer.

#### CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, (Name of certifier), am the officer or employee responsible for the preparation of this offer and hereby certify that to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a),(b),(d) or (f) of the office of Federal Procurement Policy Act, as amended \* (41 U.S.C. 423) (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (solicitation number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of offeror] who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27 (a), (b), and (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet),  
ENTER "NONE" IF NONE EXISTS \_\_\_\_\_

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(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

-----  
[Signature of officer of employee  
responsible for offer]

\* Subsection 27 (a),(b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

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

© Pursuant to FAR 3.104-9(d), the offeror may be requested to execute additional certifications at the request of the Government. Failure of an offeror to submit the additional certification may cause its offer to be rejected.

(d) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after the evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interest of the Government, such as disqualification of the offeror.

(e) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a onetime certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If the contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., before December 1, 1989), the contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date of the certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(f) Certifications under paragraphs (b) and © of this provision are material representatives of fact upon which reliance will be placed in awarding a contract.

**5. 552.203-73: PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (SEP 1990)**

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may-

(1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee, upon good cause shown, determine to deduct less than the above amounts from payments.

© The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

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**6. 52.215-1: EXAMINATION OF RECORDS BY COMPTROLLER GENERAL. (JULY 1995)**

(a) This clause applies if this contract exceeds the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation (FAR) and was entered into by negotiation.

(b) The Comptroller General of the United States or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract.

(c) The Contractor agrees to include in first-tier subcontracts exceeding \$100,000 under this contract a clause to the effect that the Comptroller General or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under the subcontract or for any shorter period specified in FAR subpart 4.7, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. Subcontract, as used in this clause, excludes (1) purchase orders not exceeding the FAR Part 13 small purchase limitation and (2) subcontracts or purchase orders for public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

(d) The periods of access and examination in paragraphs (b) and (c) above for records relating to (1) appeals under the Disputes clause, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Comptroller General or a duly authorized representative from the General Accounting Office has taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.

**7. 52.219-8: UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN- OWNED SMALL BUSINESS CONCERNS. (OCT 1995)**

(a) It is the policy of the United States that small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

© As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern:

(1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 per centum of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124. The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act. The Contractor shall presume that socially and economically disadvantaged entities also include Indian

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Tribes and Native Hawaiian Organizations.

(d) The term "small business concern owned and controlled by women" shall mean a small business concern (I) which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (ii) whose management and daily business operations are controlled by one or more women; and

(e) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals or a small business concern owned and controlled by women.

**8. 52.219-9: SMALL BUSINESS, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN. (AUG 1996)**

(a) This clause does not apply to small business concerns.

(b) "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

© The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns, small disadvantaged business concerns, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns, small disadvantaged business concerns and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(iv) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns, (ii) small disadvantaged business concerns and (iii) women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, small disadvantaged and women-owned small business concerns trade associations). A firm may rely on the information contained in PASS as an accurate

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representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. A firm may rely on PASS as its small business source list. Use of the PASS as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (I) small business concerns, (ii) small disadvantaged business concerns, and (iii) women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan agreed to by the offeror.

(10) Assurances that the offeror will (I) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.

(11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small, small disadvantaged and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(I) Source lists (e.g., PASS), guides, and other data that identify small, small disadvantaged and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small, small disadvantaged or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, why not, (B) whether small disadvantaged business concerns were solicited and if not, why not, © whether women-owned small business concerns were solicited and if not, why not, and (D) if applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and © conferences and trade fairs to locate small, small disadvantaged and women-owned small business sources.

(v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small, small disadvantaged and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the contractor's lists of potential small, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small, small disadvantaged and women-owned small business concerns in all "make-or-buy" decisions.

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(3) Counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided:

(1) the master plan has been approved;

(2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract.

(1) In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small, Small Disadvantaged and Women-Owned Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

#### 9. 52.219-16: LIQUIDATED DAMAGES-SUBCONTRACTING PLAN. (OCT 1995)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) If, at contract completion, or in the case of a commercial product plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph © of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal or, in the case of a commercial products plan, that portion of the dollar amount allocable to Government contracts by which the Contractor failed to achieve each subcontract goal.

© Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

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(d) With respect to commercial product plans; i.e., company-wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial product plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

**10. 52.222-26: EQUAL OPPORTUNITY. (APR 1984)**

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued

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under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

© Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

**11. 52.222-35: AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS. (APR 1984)**

**(a) Definitions.**

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that the Contractor proposes to fill from within its own organization," as used in this clause, means employment openings for which no one outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Contractor proposes to fill from regularly established recall lists.

"Openings that the Contractor proposes to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that the Contractor proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings," as used in this clause -

(1) Includes, but is not limited to, openings that occur in jobs categorized as -

(I) Production and nonproduction;

(ii) Plant and office;

(iii) Laborers and mechanics;

(iv) Supervisory and nonsupervisory;

(v) Technical; and

(vi) Executive, administrative, and professional positions compensated on a salary basis of less than \$25,000 a year; and

(2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as -

(i) Employment; (ii) Upgrading; (iii) Demotion or transfer; (iv) Recruitment; (v) Advertising; (vi) Layoff or termination; (vii) Rates of pay or other forms of compensation; and (viii) Selection for training, including apprenticeship.

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(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

© Listing openings. (1) The Contractor agrees to list all suitable employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service.

(3) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to national security, or (iii) the requirement of listing would not be in the Government's interest.

(d) Applicability. (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

(2) The terms of paragraph © above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

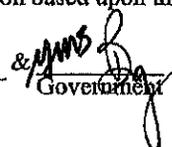
(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

## 12. 52.222-36: AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS. (APR 1984)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental handicap. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as -

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(i) Employment; (ii) Upgrading; (iii) Demotion or transfer; (iv) Recruitment; (v) Advertising; (vi) Layoff or termination; (vii) Rates of pay or other forms of compensation; and (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating (I) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped individuals and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified physically and mentally handicapped individuals.

© Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

**13. 52.222-37: EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA. (JAN 1988)**

(a) The contractor shall report at least annually, as required by the Secretary of Labor, on:

(1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workplace of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

© Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1 of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

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**14. 52.215-22: PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA. (OCT 1995)**

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because:

(1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:

(1) the actual subcontract; or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

© If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made:

(1) the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) Except as prohibited in subdivision (c)(2)(ii) of this clause:

(i) an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if:

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if:

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United

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States at the time such overpayment is repaid:

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

**15. 52.215-24: SUBCONTRACTOR COST OR PRICING DATA. (OCT 1995)**

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.804-1 applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in Subsection 15.804-4 of the Federal Acquisition Regulation (FAR) that, to the best of its knowledge and belief, the data submitted under paragraph (a) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1) when entered into, the Contractor shall insert either:

(1) The substance of this clause, including this paragraph (c), if paragraph (a) above requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-25, Subcontractor Cost or Pricing Data - Modifications.

**16. DISPUTES**

Under this Paragraph the "Contract" is the Lease Agreement; the "Contractor" is the Lessor; the "Government" and the "Contracting Officer" are references to the Lessee.

**52.233-1 Disputes. (OCT 1995)**

A. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

B. Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

C. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

D. Filing of Claim

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(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)

(i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

E. For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

F. The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

G. If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

H. The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

I. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

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REPRESENTATIONS AND CERTIFICATIONS

1. ASBESTOS REPRESENTATION

The offeror represents and certifies as part of its offer that the offered space, spaces above suspended ceilings in the offered space, air plenums elsewhere in the building which service the offered space, engineering spaces in the same ventilation zones as the offered space, public spaces, and common use space (e.g. lobbies, hallways) --

(1) Does \_\_\_\_\_, does not  include asbestos-containing materials (ACM). ACM as used in this provision is defined as any material with a concentration of one percent or greater by dry weight of asbestos fibers.

(2) If any of the above areas include ACM, please indicate whether the materials are:

(i) friable. Yes \_\_\_\_\_ No \_\_\_\_\_

(ii) non-friable, in good condition, and located in a place where they are not likely to be disturbed during the term of any ensuing lease contract. Yes \_\_\_\_\_ No \_\_\_\_\_

(iii) in a solid matrix, already in place and in good condition. Yes \_\_\_\_\_ No \_\_\_\_\_

2. POLYCHLORINATED BIPHENYLS (PCB'S) CERTIFICATION

The offeror certifies as part of its offer that the building in which the space is offered for lease to the Government:

1) Contains \_\_\_\_\_, does not contain  transformers with one quart or more of PCB fluid.

2) Contains \_\_\_\_\_, does not contain  other equipment, e.g. capacitors, with one quart or more of PCB fluid. If present, specify the type of equipment.

3) If PCB transformers are present, please indicate the number that:

(i) are owned by the building owner \_\_\_\_\_, and/or by the utility company \_\_\_\_\_.

(ii) are leaking \_\_\_\_\_, are not leaking \_\_\_\_\_.

(iii) have overcurrent protection \_\_\_\_\_, have low current fault protection \_\_\_\_\_.

(iv) are inspected quarterly \_\_\_\_\_.

3. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

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*[Handwritten signatures and initials]*

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### 4. 52.204-3 TAXPAYER IDENTIFICATION (MAR 1994)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

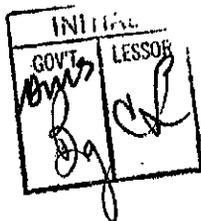
"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: 88-6000093

TIN has been applied for.



\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state or local government;  
\_\_\_ Other. State basis. \_\_\_\_\_

(d) Corporate Status.

\_\_\_ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

\_\_\_ Other corporate entity;

Not a corporate entity;

\_\_\_ Sole proprietorship

\_\_\_ Partnership

\_\_\_ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

\_\_\_ Name and TIN of common parent:

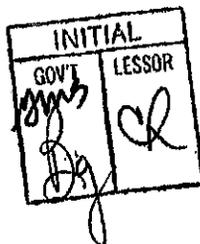
Name N/A  
TIN N/A

5. 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed



subcontractors for specific time periods) it will -

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

6. 52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JUL 1995)

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. Directly engaged is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror (other than an individual) responding to a solicitation that is expected to exceed the simplified acquisition threshold, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession

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or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about -

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will -

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under title 18, United States Code, section 1001.

INITIAL	
GOVT JMS Dg	LESSOR CR

8. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that -

- (a) It \_\_\_ has, X has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It \_\_\_ has, \_\_\_ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

9. 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it X has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it X has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

10. CERTIFICATION REGARDING TESTING FOR RADON IN EXISTING BUILDINGS

(a) For space offered in existing buildings, the offeror certifies as part of the offer that the portion of the building proposed for lease by the Government which is on the ground floor or closest to the ground (i.e., if the proposed space is on floors 2 and 3, certification is required for the 2nd floor only) has been measured for radon. Radon detectors were placed throughout the required area to ensure each detector covered no more than 2000 square feet of space. Radon analyses were performed by a laboratory successfully participating in the Environmental Protection Agency sponsored Radon Measurement Proficiency Program. The Highest radon level was found to be:

N/A Below 4 picocuries per liter (pCi/l)

N/A 4 Pci/l or greater, but less than 200 Pci/l

N/A 200 Pci/l or greater

(b) The highest radon level measured was N/A

(c) The measurement method used was N/A

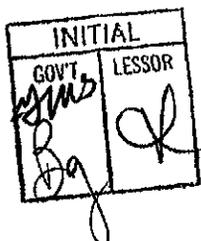
11. SIGNATURE OF CERTIFICATIONS

All of the above certifications are true and accurate to the best of my knowledge.

Signature of Offeror: \_\_\_\_\_

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

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



Lander County Commissioners Meeting

Agenda Item Number   9  

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

Discussion and possible action to approve/disapprove the amended the Interlocal/Intralocal Contract for Services between the Department of Health and Human Services, Aging and Disability Services Division and Lander County for ongoing services to children with intellectual and developmental disabilities, and all other matters properly related thereto.

**Public Comment:**

**Background:**

**Recommended action:**

## Jeanne Falzone

---

**From:** Lisa R. Tuttle <LRTuttle@adsd.nv.gov>  
**Sent:** Thursday, May 02, 2019 9:42 AM  
**To:** Jeanne Falzone  
**Cc:** kduvall.lcclerk@gmail.com; dfuller@landercountynv.org  
**Subject:** Lander County Contract - Amendment 1  
**Attachments:** Website Posting Location.pdf; Lander County Contract Amendment 1.pdf

Dear Jeanne,

Attached please find Amendment 1 to the ongoing Lander County Contract which revises Attachment B – Service Billing, which currently reflects services and rates and will change to reflect and indicate the current rates on the website. See the *Website Posting Location* attachment for your reference.

This will allow for current rates to be posted to our website without amending county contracts year to year in case of rate changes.

Please review, sign in **blue** ink, and return to me by May 31, 2019. Please let me know if you have any questions.

Thank you, Lisa



### Lisa Tuttle

Management Analyst II  
Nevada Department of Health and Human Services  
Aging and Disability Services Division | Fiscal Contract Unit  
3416 Goni Rd., Bldg. D-132 | Carson City, NV 89706  
T: (775) 687-0532 | F: (775) 687-0573 | E: [lrtuttle@adsd.nv.gov](mailto:lrtuttle@adsd.nv.gov)  
[www.dhhs.nv.gov](http://www.dhhs.nv.gov) | [www.adsd.nv.gov](http://www.adsd.nv.gov)

Helping People. It's who we are and what we do.

Find help 24/7 by dialing 2-1-1; texting 898-211; or visiting [www.nevada211.org](http://www.nevada211.org)

**NOTICE:** This message and accompanying documents are covered by the electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, may be covered by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and may contain confidential information or Protected Health Information intended for the specified individual(s) only. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying, or the taking of any action based on the contents of this information is strictly prohibited. Violations may result in administrative, civil, or criminal penalties. If you have received this communication in error, please notify sender immediately by e-mail, and delete the message.

**AMENDMENT #1**

**TO INTERLOCAL / INTRALOCAL CONTRACT FOR SERVICES**

Between the State of Nevada

Acting by and through Its

**Department of Health and Human Services**

**Aging and Disability Services Division**

3416 Goni Road, Suite D-132

Carson City, NV 89706

Contract Manager

(775) 687-0532

and

**Lander County**

50 State Route 305

Battle Mountain, NV 89820

(775) 635-5195

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:
  - A. This is the first amendment to the original contract which provides ongoing services to children with intellectual and developmental disabilities. This amendment revises Attachment B – Service Billing which currently reflects services and rates and will change to reflect services and indicate current rates on website.

**Current Contract Language:**

**ATTACHMENT B – SERVICE BILLING**

(see attached in Exhibit A)

**Amended Contract Language:**

**ATTACHMENT B REVISED – SERVICE BILLING**

(see attached in Amendment 1)

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

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

**LANDER COUNTY**

\_\_\_\_\_  
Signature Date Title

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION**

\_\_\_\_\_  
Dena Schmidt Date Administrator, Aging and Disability Services  
Title

\_\_\_\_\_  
Richard Whitley Date Director, Department of Health and Human Services  
Title

\_\_\_\_\_  
Signature – Nevada State Board of Examiners  
APPROVED BY BOARD OF EXAMINERS  
On \_\_\_\_\_  
(Date)

Approved as to form by:  
\_\_\_\_\_  
Deputy Attorney General for Attorney General, State of Nevada  
On \_\_\_\_\_  
(Date)

**ATTACHMENT B -- REVISED**  
**SERVICE BILLING FOR COUNTY SERVICES FOR CHILDREN**

The detailed fee schedules/rates pertaining to services provided by the Regional Centers for Aging and Disability Services Division (ADSD), Developmental Services (DS) can be found on the website referenced in this attachment for these services. Services have specific eligibility criteria and are offered for eligible children upon request of the parent(s)/legal guardian(s), and after approval by the Aging and Disability Services Division (ADSD). Not all services may be available due to provider or funding constraints.

**DEVELOPMENTAL SERVICES:**

- Targeted Case Management
- Clinical Services to include individual and group therapy (counseling), behavioral therapy, clinical consultation, and assessments.
- In Home Habilitation to include supervision, individual training, and direct support management.
- Purchase of Service for emergency services
- Supported Living Arrangements
- Respite
- Jobs and Day Training
- Behavioral Consultation
- Non-Medical Transportation
- Nursing Services
- Nutrition Services
- Room and Board

When new services are offered, or services are removed, the assessment process will be amended which reflect any changes.

ADSD will bill the Centers for Medicare & Medicaid Services (CMS) for Medicaid reimbursement and the county will be responsible for any costs not reimbursed by CMS. As rates change, services will be billed at the rate current on the date of services.

Counties will be assessed a cost quarterly based on the number of children whose custodial parent(s)/legal guardian(s) resides in their county, actual historic costs of services, and caseload growth. For children who are in the custody of the Division of Children and Family Services (DCFS)/Washoe County Social Services/Clark County Social Services, the last county of residence of the child will be used when determining County responsibility.

Annually, ADSD will provide each county with a breakdown of actual historic costs by service and projected costs based on caseload growth. These actual costs, along with projected caseload growth, will determine the annual costs for the County. This cost, along with supporting documentation, will be provided to the County on or before February 1 preceding the applicable fiscal year. This cost will remain static throughout the designated fiscal year and will not be subject to change.

A review will be done each January for the preceding fiscal year ending June 30<sup>th</sup>. This review will be used to adjust the assessment for the upcoming assessment period (i.e., for time period July 1 to June 30). The review is to be completed by February 1 and assessed July 1 to June 30. The review will compare actual expenditures to the assessment to determine if a reduction in the next year's obligation or additional assessment is required. If the state or county were to terminate the contract, the state would be liable to reimburse the county for any amount owed due to the review of a previous fiscal year, and the county would be liable to the state for any obligation due to the review.

The assessment cost will be invoiced in quarterly installments to each County on the following schedule:

- First quarter of fiscal year: invoiced by August 1<sup>st</sup>;
- Second quarter of fiscal year: invoiced by November 1<sup>st</sup>;
- Third quarter of fiscal year: invoiced by February 1<sup>st</sup>;
- Fourth quarter of fiscal year: invoiced by May 1<sup>st</sup>.

Payment is due to the Regional Center within 30 days of receipt of invoice.

**RATES:**

For the current Developmental Service rates, please visit [www.adsd.nv.gov](http://www.adsd.nv.gov), under the Programs Tab, Rates for County Services for Children.

For current Medicaid Provider Type Codes, please visit [Department of Healthcare Finance and Policy Fee Schedule](#)

# EXHIBIT A

## INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Department of Health and Human Services  
Aging and Disability Services Division  
3416 Goni Road, Suite D-132  
Carson City, NV 89706  
Contract Manager  
(775) 687-0532

and

Lander County  
50 State Route 305  
Battle Mountain, NV 89820  
(775) 635-5195

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

WHEREAS, it is deemed that the services of Lander County and Aging and Disability Services Division (ADSD) hereinafter set forth are both necessary to the County and in the best interests of the State of Nevada;

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective 07/01/2018 and will continue year to year with an automatic renewal unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

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

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: SERVICE BILLING

ATTACHMENT C: BUSINESS ASSOCIATE ADDENDUM

7. CONSIDERATION. ADSD agrees to provide the services set forth in paragraph (6) as outlined in Attachment B. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

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

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

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

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

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without

limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

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

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

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

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

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

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

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

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

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

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

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

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

LANDER COUNTY

  
Signature \_\_\_\_\_ Date \_\_\_\_\_ Title 6-14-18

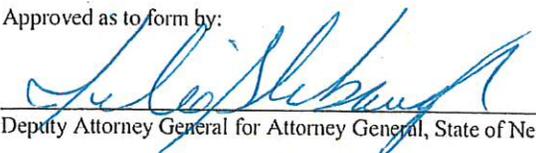
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION

  
Dena Schmidt \_\_\_\_\_ Date 6/21/18 Administrator, Aging and Disability Services  
Title

  
Richard Whitley \_\_\_\_\_ Date 7/6/18 Director, Department of Health and Human Services  
Title

  
Signature - Nevada State Board of Examiners for James R. Wells

APPROVED BY BOARD OF EXAMINERS  
On July 11, 2018  
(Date)

Approved as to form by:  
  
Deputy Attorney General for Attorney General, State of Nevada On 6/18/18  
(Date)

## ATTACHMENT A SCOPE OF WORK

### A. PURPOSE AND OBJECTIVES:

The Aging and Disability Services Division (ADSD) is the State agency responsible for support services and service coordination for residents with intellectual and developmental disabilities pursuant to NRS 433 and NRS 435. ADSD's services are consistent with the standards of Person Centered Planning as advocated by the Centers for Medicare and Medicaid and the Olmstead Supreme Court decision. This Interlocal Agreement authorizes ADSD to contract with the County to continue to provide services to children with intellectual and developmental disabilities and to assess the County the non-federal share for services provided to County children as outlined in Attachment B. This agreement can serve as a transition from state to county operated services or as an on-going agreement between ADSD and the County for the provision of the services described below.

### Definitions:

*Assessment* is defined as the total annual cost to the County for ADSD to provide services for the fiscal year, such cost based on ADSD's projected costs as determined in Attachment B.

*Child* is an individual under the age of 18.

*Clinical Services* include clinical assessment, clinical consultation, behavioral consultation and intervention, 1:1 therapy, and group therapy.

*Developmental disability* is a severe, chronic disability accompanied by substantial developmental delay or specific congenital or acquired condition, that is manifested before the individual attains age 22; is likely to continue indefinitely; results in substantial functional limitations in three or more areas of major life activities; and reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, supports, or other assistance that is of lifelong or for an extended duration.

*Fiscal Year* shall mean the period between July 1 and June 30.

*Intellectual disability* is characterized by significant limitations both in intellectual functioning and in adaptive behavior which covers many everyday social and practical skills. This disability originates before the age of 18.

*In Home Supported Living Environment* – children living with family members who receive intermittent provider supports and services based on an assessment of individual need and to assure health and welfare. Services compliment but do not replace the natural and informal support system within the family.

**Jobs and Day Training** services are designed to provide vocational or habilitative skill building for the purpose of the acquisition, retention or improvement in self-help, socialization, adaptive functioning, and/or job skills. Services include career planning, vocational and pre-vocational skills building, job coaching, and day habilitation.

**Person Centered Planning** – planning based upon goals that are desired by the person/child/parent/guardian and used as a basis to develop an individual support plan.

**Purchase of Service** – a one-time allotment for no more than \$250 per child. This allotment is approved by ADSD to pay for a specific item or items, and is intended for emergency situations or for the purpose of purchasing needed medical/care supplies.

**Room and Board** expenses include rent, utilities, phone, food costs, and other expenses related to housing.

**Service Coordination/Targeted Case Management (TCM)** – service delivery consisting of assessment, referral, planning, linkage and monitoring provided by a service coordinator who is qualified by educational background and training to assist, advise, direct and oversee services to eligible children.

**Support services** are those services identified in the assessment and planning process to address specific goals, mitigate health and safety issues and facilitate skill development that enables a child to live successfully in the home and community

**Supported Living Arrangement** - supports provided to children usually with roommates, by staff of contracted provider agencies or individuals to develop and maintain skills needed to live independently in the home and community.

**Qualified providers** are providers that have completed the agency certification process successfully and have been determined to have appropriately skilled staff to provide services to a specific child.

**Transportation** expenses include bus passes, stipends for gas or other items related to traveling from one place to another place.

**B. ADSD AGREES:**

- 1) To perform all intake services for children (age 18 and under) with an intellectual disability and/ or a developmental disability to determine eligibility for Developmental Services (DS). ADSD agrees to accept all eligible children based on criteria established and set forth per NRS 433.174, NRS 433.211, NAC 435.400, and ADSD policy: Qualification Guidelines for Developmental Services. The criteria DS uses to determine eligibility includes, but is not limited to:
  - a. A confirmed diagnosis of intellectual disability;
  - b. Developmental delays (if under age 6) with eligibility re-determined at age 6;
  - c. Another diagnosed condition closely related to an intellectual disability that results in substantial functional limitations (42CFR 435.1009) (NRS 433.211);

d. Residency in Nevada.

- 2) To provide a written social assessment, if requested, completed by a Qualified Intellectual Disability Professional along with a statement of qualification completed by a licensed psychologist for each child determined eligible for DS.
- 3) To assure each family, as appropriate, submits a Medicaid application and required supporting documentation during the intake process prior to authorization of service.
- 4) To verify the family's Medicaid eligibility/ineligibility status via disposition letters or electronic means.
- 5) To comply with the Health Insurance Portability and Accountability Act (HIPAA) and Nevada confidentiality regulations regarding healthcare information.
- 6) To coordinate and manage support services selected by the child's parent(s)/legal guardian(s) and approved by ADSD to qualified children living in their natural home environment or an in-state out of home supported living environment. To determine financial eligibility of each child based on the child's family gross income not exceeding 300% of the Federal Poverty Guidelines.
- 7) To determine county of residence in accordance with NRS 428.020. Disputes concerning county of residence will be referred by the disputing county to the Nevada Association of Counties (NACO), which it is specifically agreed has authority to issue a final decision.
- 8) To notify the county of responsibility of any pending applications for services within ten (10) business days as requested by the County.
- 9) To use existing ADSD processes in reviewing applications for those individuals or their guardians/authorized representatives who disagree with the eligibility determination.
- 10) Perform Targeted Case Management services and authorize appropriate services available to the child as specified by the child's parent(s)/legal guardian(s) and approved by ADSD for each qualified child.
- 11) To reimburse qualified providers for services provided to qualified children.
- 12) To resolve provider inquiries and complaints regarding reimbursement.
- 13) To process Targeted Case Management (TCM) claims through the Medicaid fiscal agent.
- 14) To submit quarterly invoices and supporting documents to the County for services provided as outlined in Attachment B.
- 15) To hold telephonic or in person meetings with county representatives quarterly upon request for discussion regarding this scope of work.
- 16) To respond to email questions within 10 work days.

**C. THE COUNTY AGREES:**

- 1) To accept ADSD's criteria for DS eligibility.
- 2) Eligibility disputes will be appealed through the ADSD's hearing process by the applicant or authorized representative/guardian.
- 3) To refer disputes concerning county of residence to NACO whose decision will be final. The disputing county originally billed is responsible for payment of claims until the dispute is resolved at which time NACO will issue a written determination to notify the counties involved in the dispute and to notify ADSD to make adjusting entries.

- 4) To fund services specifically identified in Attachment B for eligible children as selected by the child's parent(s)/legal guardian(s) and approved by ADSD utilizing the methodology outlined in Attachment B. Funds transferred to ADSD from the County are derived from local government general funds or general taxes.
- 5) To comply with the Health Insurance Portability and Accountability Act (HIPAA) and Nevada confidentiality regulations regarding healthcare information and submit a Business Associate Agreement.
- 6) To submit billing or program questions via email to designated staff.
- 7) Eligible recipients, pursuant to this Agreement, will be entitled to receive TCM and the full range of services for which they are eligible upon request of the child's parent(s)/legal guardian(s) and authorization by ADSD.
- 8) All Agreements establishing this program will be terminated if the County does not comply with the terms of this Agreement, fails to sign this Interlocal Agreement, or terminates the Agreement. The County will be notified thirty (30) calendar days prior to termination for breach of this Agreement, specifying the nature of the breach.
- 9) No state appropriation is available to fund this program. Payment will be made to "Aging and Disability Services Division" and processed electronically through the Nevada State Treasurer's Office within 15 business days of receipt of invoice.
- 10) Upon termination of this Agreement, ADSD will close out the program.

**D. ALL PARTIES AGREE:**

- 1) It is specifically understood this Agreement is designed to provide services to children with qualifying intellectual and developmental disabilities and all non-federal share costs will be paid by the County.

## ATTACHMENT B SERVICE BILLING

MY SIGNATURE INDICATES THAT I AGREE TO ALL CONDITIONS OF THIS SERVICE BILLING AGREEMENT

  
Signature \_\_\_\_\_ Date 6-14-18 Title/County Commissioner / Lancaster

The following are services offered by the Regional Centers. Services have specific eligibility criteria and are offered for eligible children upon request of the parent(s)/legal guardian(s), and after approval by the Aging and Disability Services Division (ADSD). Not all services may be available due to provider or funding constraints. Current rates are as follows:

- Targeted Case Management hourly rate is \$56.00 (billed in 15-minute increments at \$14.00 each) and is a required service for all eligible persons.
- Clinical Services hourly rate is \$102.28 (billed in 15-minute increments at \$25.57 each) to include individual and group therapy (counseling), behavioral therapy, clinical consultation, and assessments.
- In Home Habilitation hourly rate is \$19.52. This includes supervision, individual training, and direct support management.
- Purchase of Service as a one-time allotment of \$250.00 per child per year for emergency services.
- Supported Living Arrangements hourly rate is \$19.52
- Respite is \$125.00 per month per child (for a total of \$1,500.00 per year if the service is offered all year).
- Jobs and Day Training has a variable rate schedule between \$25.87 and \$155.22 per day.
- Behavioral Consultation is an hourly rate of \$84.92 (Masters) and \$73.84 (Bachelors).
- Non-Medical Transportation is the total transportation cost (bus pass and/or mileage, trip, vehicle costs) not reimbursed by Medicaid.
- Nursing services has a variable rate between \$8.84 and \$126.68 and includes assessments, consultation, and direct service (this could be for 15-minute increments, hourly, or per assessment).
- Nutrition Services are billed at \$65.00 per hour (billed in 15-minute increments at \$16.25 each).

- Room and Board costs (to include rent, utilities, food, and phone) for children who reside in 24-hour Supported Living Arrangements at a varied cost based on market value and actual cost of utilities. Phone is billed at a maximum of \$30 per month. Food is billed at \$227.90 per month.

When new services are offered, or services are removed, the assessment process will be amended which reflect any changes.

ADSD will bill the Centers for Medicare & Medicaid Services (CMS) for Medicaid reimbursement and the county will be responsible for any costs not reimbursed by CMS. Contracts will be amended as rates change and services will be billed at the rate current on the date of services.

Counties will be assessed a cost quarterly based on the number of children whose custodial parent(s)/legal guardian(s) resides in their county, actual historic costs of services, and caseload growth. For children who are in the custody of the Division of Children and Family Services (DCFS)/Washoe County Social Services/Clark County Social Services, the last county of residence of the child will be used when determining County responsibility.

Annually, ADSD will provide each county with a breakdown of actual historic costs by service and projected costs based on caseload growth. These actual costs, along with projected caseload growth, will determine the annual costs for the County. This cost, along with supporting documentation, will be provided to the County on or before February 1 preceding the applicable fiscal year. This cost will remain static throughout the designated fiscal year and will not be subject to change.

A review will be done each January for the preceding fiscal year ending June 30<sup>th</sup>. This review will be used to adjust the assessment for the upcoming assessment period (i.e., for time period July 1 to June 30). The review is to be completed by February 1 and assessed July 1 to June 30. The review will compare actual expenditures to the assessment to determine if a reduction in the next year's obligation or additional assessment is required. If the state or county were to terminate the contract, the state would be liable to reimburse the county for any amount owed due to the review of a previous fiscal year, and the county would be liable to the state for any obligation due to the review.

The assessment cost will be invoiced in quarterly installments to each County on the following schedule:

- First quarter of fiscal year: invoiced by August 1<sup>st</sup>;
- Second quarter of fiscal year: invoiced by November 1<sup>st</sup>;
- Third quarter of fiscal year: invoiced by February 1<sup>st</sup>;
- Fourth quarter of fiscal year: invoiced by May 1<sup>st</sup>.

Payment is due to the Regional Center within 30 days of receipt of invoice.

## ATTACHMENT C

### STATE OF NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES

#### BUSINESS ASSOCIATE ADDENDUM

BETWEEN

Aging and Disability Services Division  
3416 Goni Road, Building D-132  
Carson City, NV 89706

Herein after referred to as the "Covered Entity"  
and

Lander County

Herein after referred to as the "Business Associate"

**PURPOSE.** In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

**WHEREAS,** the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations; and

**WHEREAS,** Business Associate may have access to and/or create, receive, maintain or transmit certain protected health information from or on behalf of the Covered Entity, in fulfilling its responsibilities under such arrangement; and

**WHEREAS,** HIPAA Regulations require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information; and

**THEREFORE,** in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

I. **DEFINITIONS.** The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
2. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.

3. **Covered Entity** shall mean the HIPAA covered components of the Department listed above (Aging & Disability Services, Child and Family Services, Division of Public and Behavioral Health, Division of Health Care Financing & Policy) and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
4. **Parties** shall mean the Business Associate and the Covered Entity.

## II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such

- deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the Individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.
  9. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
  10. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by Business Associate of HIPAA Regulations or other laws relating to security and privacy.
  11. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
  12. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
  13. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
  14. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
  15. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records

must document each employee that received training and the date the training was provided or received.

16. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

### III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**
  - a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
  - b. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
  - c. Except as otherwise limited by this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
  - d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.
2. **Prohibited Uses and Disclosures:**
  - a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations.
  - b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization, in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

### IV. OBLIGATIONS OF THE COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health

information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

## V. TERM AND TERMINATION

### 1. Effect of Termination:

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
  - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
  - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

## VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** In accordance with the limitations of NRS 41.0305 to NRS 41.039 each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
  - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
  - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

**COVERED ENTITY**

Department of Health and Human Services  
Aging and Disability Services

3416 Goni Road, Building D-132

Carson City, NV 89706

(775) 687-0532 Phone

(775) 687-0573 Fax

  
(Authorized Signature)

Dena Schmidt

Administrator, Aging and Disability Services  
Division

6/21/18  
(Date)

**BUSINESS ASSOCIATE**

Lander County

50 State Route 305

(Business Address)

Battle Mountain, NV 89820

(City, State and Zip Code)

775-635-2885

(Business Phone Number)

775-635-5332

(Business FAX Number)

  
(Authorized Signature)

Doug Mills  
(Print Name)

Commissioner

(Title)

6-14-18

(Date)

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 Service Agreement between RHP Mechanical Systems and Lander County for maintenance and service for the Lander County Courthouse and Administration Building, and all other matters properly related thereto.

**Public Comment:**

**Background:**

**Recommended action:**



**LANDER COUNTY**  
305 State Route 305  
Battle Mountain, Nevada 89821

May 2, 2019

Attention: Anna Penola

**RE: PLANNED SERVICE AGREEMENT FOR: LANDER COUNTY COURTHOUSE**

Dear Anna,

**RHP Mechanical Systems** is pleased to provide you with this planned service maintenance agreement for your consideration. We have been providing this type of service to our customers for over 68 years. I am listing the benefits of this agreement for your review.

- Lower operating costs
- Enhance the reliability and safe operation of equipment
- Documentation of service for warranty issues
- Priority service status with our company
- Parts and labor discount on repairs
- Truck charge fees are waived
- Maintenance is computer scheduled and documented for equipment service history

Air conditioning and heating systems are subject to mechanical wear and require periodic service to extend their useful life. In addition, the equipment manufacturers require documented maintenance on their products to keep the warranties valid.

If you decide to participate in our Planned Service Program, please return a signed copy of the agreement. You may retain the other copy for your records. If you have additional equipment you would like add to this program, let us know and we will gladly adjust the agreement!

Please feel free to contact me, if you have any questions or require any further information, at 775.322.9434, Extension 352.

Sincerely,  
**RHP Mechanical Systems**

Randy R. Acosta  
Sales Manager/Quality Control

**RHP MECHANICAL SYSTEMS**

COMMERCIAL PLANNED SERVICE  
AGREEMENT PREPARED FOR:

LANDER COUNTY COURTHOUSE  
50 State Route 305  
Battle Mountain, Nevada 89821  
Attention: Anna Penola

**MECHANICAL SERVICE DIVISION**

Prepared By:

Michael W. Scolari, President  
(775) 322-9434, extension 224

Randy R. Acosta, Planned Service Representative  
(775) 322-9434, extension 352

May 2, 2019

(775) 322-9434 Phone • (775) 322-9228 Fax  
1008 E. 4th Street / P.O. Box 2957 • Reno, NV 89505 • [www.rhplnc.net](http://www.rhplnc.net)  
dba Ray Heating Products, Inc. • NV License #3714, 3714A (Unlimited) ; CA # 469919

## SERVICE AGREEMENT

RHP Mechanical Systems, a dba of Ray Heating Products, Inc. agrees to provide a planned maintenance program designated in this agreement and in accordance with the terms and conditions of this agreement, at the following location:

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

### Planned Service Includes:

- RHP Mechanical Systems shall provide a planned maintenance program specifically to the customers HVAC equipment listed.
- All scheduled planned services will be performed during normal business hours.
- All labor shall be performed with qualified, trained personnel.
- RHP Mechanical Systems operates under Nevada Contractor License #3714 & #3714A and California Contractor License #469919. Our monetary limit is *unlimited*.

### Repair and Replacement:

- RHP Mechanical Systems technicians will report findings and supply an extra work authorization proposal to the designated owner representative.
- RHP Mechanical Systems will provide all replaced parts to the designated owner representative if desired.

### Emergency Service:

- RHP Mechanical Systems will provide service seven (7) days a week and twenty-four (24) hours a day, for work not listed under this agreement.
- The customer will receive a discounted labor rate for work not covered under this agreement.
- Emergency telephone number for after hour calls: (775) 322-9434

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1008 E. 4th Street / P.O. Box 2957 • Reno, NV 89505 • www.rhpinc.net  
dba Ray Heating Products, Inc. • NV License #3714, 3714A (Unlimited) ; CA # 469919

This agreement shall begin on \_\_\_\_\_ and shall remain in force for a two (2) year period and from year to year thereafter until canceled in writing, no less than thirty (30) days from the next scheduled visit.

A revised Planned Service Agreement will be modified as necessary and submitted for owners approval sixty (60) days prior to the expiration of this agreement.

**COST FOR PLANNED SERVICE**

Planned service will be performed and billed QUARTERLY for the price of: **\$ 2,945.00**

**TOTAL ANNUAL PRICE FOR THE SERVICE WILL BE: \$11,780.00**

**TERMS OF PAYMENT**

**Net 30 Days**

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### COVERED EQUIPMENT

UNIT NO.	MANUFACTURE	UNIT TYPE	MODEL NO.	SERIAL NO.
AHU-01	Mammoth	Air Handler	88-564-VAV	<i>to be determined</i>
AHU-02	Mammoth	Air Handler	88-634-VAV	<i>to be determined</i>
SAC-VRF-1-1	Mitsubishi	Indoor Unit	PEFY-P24NAMAU-E3	<i>to be determined</i>
SAC-VRF-1-2	Mitsubishi	Indoor Unit	PKFY-P12NHMU-E2	<i>to be determined</i>
SAC-VRF-1-3	Mitsubishi	Indoor Unit	PKFY-P06NBMU-E2	<i>to be determined</i>
SAC-VRF-1-4	Mitsubishi	Indoor Unit	PKFY-P15NHMU-E2	<i>to be determined</i>
SAC-VRF-2-1	Mitsubishi	Indoor Unit	PEFY-P18NMAU-E3	<i>to be determined</i>
SAC-VRF-2-2	Mitsubishi	Indoor Unit	PKFY-P15NHMU-E2	<i>to be determined</i>
SAC-VRF-2-3	Mitsubishi	Indoor Unit	PKFY-P24NKMU-E2	<i>to be determined</i>
SAC-VRF-2-4	Mitsubishi	Indoor Unit	PKFY-P24NKMU-E2	<i>to be determined</i>
SCU-VRF-1	Mitsubishi	Outdoor Unit	PUMY-P60NKMU	<i>to be determined</i>
SCU-VRF-2	Mitsubishi	Outdoor Unit	PUMY-P60NKMU	<i>to be determined</i>
SCU-VRF-3	Mitsubishi	Outdoor Unit	PUMY-O48NHMUR4	<i>to be determined</i>
VAV-1-1-1	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-1-1-2	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-1-1-3	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-1-1-4	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-1-1-5	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-1-1-6	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-1-2-1	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-1-2-2	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-1-2-3	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-1-2-4	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-1-2-5	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-1-2-6	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-1-2-7	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-1-2-8	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-1-2-9	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-1-2-10	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-1-2-11	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-1-2-12	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-1-2-13	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-1-2-14	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-1-2-15	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-1-2-16	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-1-2-17	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-1-2-18	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-0-1	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-1-1	Titus	VAV Box	DSV	<i>to be determined</i>

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**COVERED EQUIPMENT  
 (CONTINUED)**

<u>UNIT NO.</u>	<u>MANUFACTURE</u>	<u>UNIT TYPE</u>	<u>MODEL NO.</u>	<u>SERIAL NO.</u>
VAV-2-1-2	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-1-3	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-1-4	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-1-5	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-1-6	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-1-7	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-1-8	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-1-9	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-1-10	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-1-11	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-1-12	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-1-13	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-1-14	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-1-15	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-1-16	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-1-17	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-1-18	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-1-19	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-2-1	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-2-2	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-2-3	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-2-4	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-2-5	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-2-6	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-2-7	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-2-8	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-2-9	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-2-10	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-2-11	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-2-12	Titus	VAV Box	DSV	<i>to be determined</i>
VAV-2-2-13	Titus	VAV Box	DSV	<i>to be determined</i>
EF-01	Cook	Exhaust Fan	165 CAP	<i>to be determined</i>
EF-02	Cook	Exhaust Fan	165 CAP	<i>to be determined</i>
EF-03	Cook	Exhaust Fan	70 SQN-B	<i>to be determined</i>
B-01	Aerco	Boiler	BMK 1000	<i>to be determined</i>
B-02	Aerco	Boiler	BMK 1000	<i>to be determined</i>
AS-01	Bell & Gossett	Air Separator	RL-3	<i>to be determined</i>
ET-01	Amtrol	Expansion Tank	AX-80V	<i>to be determined</i>

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**COVERED EQUIPMENT  
 (CONTINUED)**

<b>UNIT NO.</b>	<b>MANUFACTURE</b>	<b>UNIT TYPE</b>	<b>MODEL NO.</b>	<b>SERIAL NO.</b>
ET-02	Amtrol	Expansion Tank	AX-80V	<i>to be determined</i>
EUH-01	Reznor	Electric Unit Heater	EGB-2	<i>to be determined</i>
EUH-02	Reznor	Electric Unit Heater	EGB-2	<i>to be determined</i>
EUH-03	Reznor	Electric Unit Heater	EGB-2	<i>to be determined</i>
EUH-04	Reznor	Electric Unit Heater	EGB-2	<i>to be determined</i>
SMP-01	Bell & Gossett	Inline Pump	E-90 1.5AB	<i>to be determined</i>
SMCS-1	Tekmar	Snowmelt Control System	664	<i>to be determined</i>
SMET-1	Wessels	Expansion Tank	NTA-15	<i>to be determined</i>
SMAS-1	Bell & Gossett	Air Separator	EBSA-2-JR	<i>to be determined</i>
SMHX-1	Bell & Gossett	Heat Exchanger	BP410-50	<i>to be determined</i>
SMGT-1	Wessels	Glycol Makeup Pump & Tank	GMP-6	<i>to be determined</i>
HWP-1	Bell & Gossett	Inline Centrifugal Pump	90 1-1/2 AA	<i>to be determined</i>
HWP-2	Bell & Gossett	Inline Centrifugal Pump	90 1-1/2 AA	<i>to be determined</i>

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## TASKING

### Air Handling Units

Examined areas on unit:

- Re-lubricate fan bearings if necessary
- Check and adjust fan belt tension
- Check fan bearing grease line connections
- Check bearing and motor bracket bolt torque and bearing setscrew torque
- Align fan and motor sheaves
- Tighten sheave set screws to the proper torque
- Inspect and clean drain pans
- Tighten electrical connections
- Inspect coil for dirt build-up
- Inspect the unit casing for corrosion
- Clean the fan wheels and fan shaft
- Check damper linkage, set screws and blade adjustment, clean if necessary
- Clean damper operators
- Inspect electrical components and insulation
- Inspect wiring for damage
- Rotate the fan wheel and check for obstructions in the fan housing
- Lubricate motor bearings in accordance with motor manufacturer's recommendations
- Check condition of gasketing and insulation around unit, door and dampers
- Examine flex connections for crack or leaks
- All panels are secured at completion of service
- Any debris around unit is picked up and disposed of
- Report any areas of concern and submit paperwork to create proposal for repair or replacement of findings.
- Discuss any concerns with on site manager.

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## TASKING (CONTINUED)

### Mitsubishi Ductless Equipment

Maintenance – Examined areas on unit:

- Check for loose connections and tighten.
- Check relay/contactors for excessive wear/pitting.
- Sequence test control loop for stable control as set point.
- Return set points to original value
- Visually check for damage or leaks, report any leaks.
- Visually check piping for security, vibration, corrosion and wear.
- Check for refrigerant leaks using leak detection equipment.
- Check fan for proper rotation, clearance and flow.
- Check bearing for excess endplay and wear.
- Check for alignment, vibration and security to shaft.
- Check motor mounts, nuts and bolts.
- Visual check for refrigerant and oil leaks.
- Observe operating surface temperatures.
- Check and record volts/amps – nameplate vs. actual.
- Measure evaporator coil inlet and outlet temperature for efficiency.
- Inspect coil for cleanliness.
- Visual check for damage or leaks to evaporative coil.
- Inspect for clean drain pan and drain line.
- Check blower for dirt accumulation.
- Check for alignment, balance and security to shaft.
- Check rotation and airflow volume.
- Wash air filters.

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## **TASKING (CONTINUED)**

### **VAV Boxes**

Maintenance – Examined areas on unit:

- Observe sequence of operation
- Replace air filters using high efficiency air filters if applicable
- Motors and drive system components, voltages, amperage
- Blower fan rotation, clearance and vibration
- Clear any debris from the fan assembly and rotating elements
- Inspect water coils for cleanliness and condition of fins
- Electrical components and wiring (for possible replacement or connection tightness)
- Inspect the unit duct connections to ensure they are physically sound and sealed to unit casing
- Inspect the unit mounting support to see that it is sound
- Unit panels and seals, insulation within unit, all fasteners, and connections to all moving parts and observe for unusual vibration
- All panels are secured at completion of service
- Any debris around unit is picked up and disposed of
- Report any areas of concern and submit paperwork to create proposal for repair or replacement of findings.
- Discuss any concerns with on site manager.

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## TASKING (CONTINUED)

### Exhaust Fans

#### Maintenance – Examined areas on unit

- Fasteners and set screws for tightness
- Belt tightness – adjust if necessary
- Belt alignment – adjust if necessary
- Motor – Lubrication – lubricate if motor has oil ports
- Motor – voltage and amperage
- Motor – air vent, clean if necessary
- Pulley – excessive wear, play, alignment, security
- Sheave – excessive wear, play, alignment, security
- Shaft – excessive wear, play
- Bearings – excessive wear, play
- Bearings – Lubricate if bearings have grease fittings
- Blower wheel – cleanliness
- Blower wheel – out-of-balance
- Curb mounting – anchoring hardware
- Electrical connections, condition of wiring
- Electrical box condition and any moisture present
- Observe operation for any unusual noise and vibration
- Bird screen – check for cleanliness
- All panels are secured at completion of service
- Any debris around unit is picked up and disposed of
- Report any areas of concern and submit paperwork to create proposal for repair or replacement of findings.
- Discuss any concerns with on site manager

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## TASKING (CONTINUED)

### Boilers

Heating Maintenance – Examined areas on unit:

- Check combustion.
- Check pilot as required.
- Check high limit control adjust as required.
- Check pilot safety device.
- Check low water cut off adjust as required.
- Check automatic water feeder adjust as required.
- Check pressure regulator adjust as required.
- Check relief valves, check automatic air purge valve for leaks.
- Drain and recharge expansion tank.
- Blow down boilers and feeder float chambers.
- Check automatic gas valve and regulators for current settings.
- Check boiler control settings adjust as required.
- Adjust controls per seasonal requirements as required.
- Annually inspect and clean firesides, interior shells for damaged refractory. Record inspection findings on work order.
- Lubricate with manufacturers recommended lubricant as needed.

### Expansion Tanks

Heating Maintenance – Examined areas on unit:

- Check bladder pressures
- Visually inspect for leaks
- Any debris around unit is picked up and disposed of
- Report any areas of concern and submit paperwork to create proposal for repair or replacement of findings.
- Discuss any concerns with on site manager.

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## TASKING (CONTINUED)

### Pumps (All)

Heating Maintenance – Examined areas on unit:

- Manually turn pump shaft to check for binding and freedom of movement, check operating pressures if gauges available.
- Check pump couplings for excess wear and for proper alignment.
- Check for unusual noises and vibration during test operations.
- Check pump and motor bearings for overheating conditions.
- Alternate lead/lag switching for multiple pump arrangements.
- Lubricate motor bearings and pump couplings as required.
- Tighten all foundation bolts and fasteners.
- Inspect mechanical shaft seals for leaks, and make recommendations to replace as required.
- Inspect and adjust shaft-packing gland leak off, and make recommendations to replace as required.

### Electric Unit Heaters

Heating Season Maintenance – Examined areas on unit:

- Clean and remove dust and lint from exterior and grill
- Remove heater from back box to clean
- Check operation sequence
- All panels are secured at completion of service
- Any debris around unit is picked up and disposed of
- Report any areas of concern and submit paperwork to create proposal for repair or replacement of findings.
- Discuss any concerns with on site manager.

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## CLARIFICATIONS

- Air handlers, Mitsubishi ductless split systems, VAV boxes and exhaust fans will be serviced quarterly.
- Boilers, air separators, expansion tanks and pumps will be serviced in the fall and winter.
- Merv-7 high efficiency pleated filters will be changed quarterly.
- Merv-11 high efficiency pleated filters will be changed annually during the spring visit.
- We will use in onsite computer system to check all HVAC controls. Control monitoring/trending is not included.

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## EXCLUSIONS

- HVAC control monitoring/trending is not included.
- Any other equipment not listed in this agreement.

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## TERMS AND CONDITIONS

- The guarantees and services provided under the scope of this agreement are conditioned upon **Lander County** operating systems/equipment. **Lander County** will do so in according to industry-accepted practices and in consideration of our recommendations.
- **Lander County** will provide and permit reasonable access to all covered equipment. **RHP** will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
- This agreement pre-supposes that all equipment covered is in satisfactory working condition. Any equipment found in need of repairs upon initial inspection or initial seasonal start-up will be reported to the owner with a written estimate stating the cost of repairs. Any piece of covered equipment will be excluded from liability if the reported recommendations from the inspection are not accepted and repair work performed.
- It is agreed that the repair, replacement, and emergency service provisions apply only to the functional internal components and parts of equipment listed. Repair and replacement of unserviceable portions, such as duct work, furnace heat exchangers, shell and tube heat exchangers, all diffusers, cabinetry, interconnecting piping, main power service and electrical distribution system, valve bodies, coils, pipe insulation, glycol, storage tanks, piping systems, structural supports, etc. are excluded. In the case of refrigeration system such as walk-in boxes, reach-in boxes, etc., this agreement does not include the repair or replacement of hardware such as door handles closing mechanisms or related parts. In no case shall **RHP** include repair or replacement of door, cabinet or door/cabinet gaskets.
- Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or airside corrosion will be paid for by **Lander County** in accordance with **RHP's** currently established rates. **RHP** will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God, or any cause beyond reasonable control.
- In the unlikely event of failure to perform its obligations, **RHP's** liability is limited to repair or replacement at its option and such shall be **Lander County's** sole remedy. Under no circumstances will **RHP** be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of **Lander County's** tenants or clients, or any special, indirect or consequential damages.
- The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).

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## TERMS AND CONDITIONS (CONTINUED)

- The agreement does not include repairing any damages resulting from improper/inadequate water treatment or filter service not supplied by RHP.
- This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by RHP. Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment.
- RHP shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this agreement.
- This agreement does not include the cleaning of any air passages, grills, or air balancing of systems.
- In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- RHP shall not be liable for the operation of the equipment nor for injuries to persons or damage to property except those directly due to the negligent acts or omissions of its employees and in event shall it be liable for consequential or speculative damages. It shall not be liable for expenses incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called herein. Delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- Only RHP's personnel or agent are authorized to perform the work included in the scope of this agreement. RHP may, as its option, cancel or waive its obligations under this agreement should non-authorized individuals perform such work.
- This agreement and all rights hereunder shall not be assignable unless approved by RHP.
- In the event of additional freight, labor, or material costs resulting from a Lander County's request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the customer agrees to pay these additional costs at RHP's currently established rates.

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## TERMS AND CONDITIONS (CONTINUED)

- **RHP's** scope of work does not include the identification, detection, abatement, encapsulation or removal of mold or other hazardous substances, defects or conditions. **RHP's** proposal excludes all obligations, express or implied, to indemnify, defend and/or hold harmless the general contractor, owner and/or any entity from and against any and all claims, lawsuits, demands, damages, losses, and/or expenses including, but not limited to attorney's fees and expert witness fees arising out of or resulting from the creation, presence, treatment and/or removal of mold, asbestos, carbon monoxide, and/or any other hazardous condition(s) and/or defects, of any kind, or the exposure to mold, asbestos, carbon monoxide, and/or any other hazardous condition(s) and/or defects, of any kind, by any person in any part of the Project (or Work), whether during or after completion of **RHP's** work, that is not due solely to the actions or inactions of **RHP**.

In the event **RHP's** work must be removed and/or replaced due to the creation, presence, treatment and/or removal of mold, asbestos, carbon monoxide, and/or any other hazardous condition(s) and/or defects, of any kind, in any part of the Project (or Work) that is not due solely to the actions or inactions of **RHP**, the general contractor (or owner) shall issue a change order directing **RHP** to proceed with the removal and/or replacement of its work on a time and material basis. In the event that the general contractor (or owner) fails or refuses to issue such a change order, **RHP** may refuse to perform such extra work. In such case, **RHP** shall not be responsible for any delays to the Project, consequential damages, or any liquidated damages resulting from such delay.

- This agreement contains the entire contract and the parties hereby agree that this agreement has been agreed to and the entire agreement is then accepted and approved by an authorized person for both parties. No statement remarks agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- **Lander County** acknowledges and agrees that any purchase order issued by **Lander County**, in accordance with this agreement, is intended only to establish payment authority for **Lander County's** internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in **Lander County's** purchase order will have any force or effect.
- This agreement does not include any parts and/or materials that cannot be transported through existing service elevators and/or existing building accesses. This agreement does not include modification of existing elevators for material handling.

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Lander County Commissioners Meeting

Agenda Item Number \_\_11\_\_

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

Discussion and possible action to approve/disapprove a Zone Change request for Mary Kathleen Ferrigan Annis located at 775 North First Street in Battle Mountain, changing APN 002-084-03 from Manufactured Housing/Residential/Commercial (MRC) to Single Family Residential (R-1), and all other matters properly related thereto.

**Public Comment:**

**Background:** The applicant has stated that this zone change is necessary to facilitate the purchase of the property. The current use of the property will not change from a residential use. The zone change will not affect or conflict with the land use compatibility of the area nor the change or effect adjoining property owners.

**Recommended action:** This item was heard and approved before the Planning Commission on May 8, 2019. Please review and uphold the Planning Commissions recommendation by approving zone change.



# Lander County Commission Agenda Request Form

## COMMISSIONER MEETING DATE

NAME: MARY KATHLEEN OR JERRY ANNIS REPRESENTING: PROPRTIE OWNERS

ADDRESS: 775 NORTH FIRST STREET BATTLE MOUNTAIN, NV

PH: 635-2700

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? LISTED

WHO WILL BE ATTENDING THE MEETING: MARY OR JERRY

JOB TITLE: OWNERS

**SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:** Discussion and possible action to approve/disapprove a Zone Change request for Mary Kathleen Ferrigan Annis located at 775 North First Street in Battle Mountain, changing APN 002-084-03 from Manufactured Housing/Residential/Commercial (MRC) to Single Family Residential (R-1), and all other matters properly related thereto.

**BACKGROUND INFORMATION:** THE APPLICANT HAS STATED THAT THIS ZONE CHANGE IS NECESSARY TO FACILITATE THE PURCHASE OF THE PROPERTY. THE CURRENT USE OF THE PROPERTY WILL NOT CHANGE FROM A RESIDENTIAL USE. THE ZONE CHANGE WILL NOT AFFECT OR CONFLICT WITH THE LAND USE COMPATIBILITY OF THE AREA NOR CHANGE OR AFFECT ADJOINING PROPERTY OWNERS.

**WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE?** THIS ITEM WAS HEARD AND APPROVED BEFORE THE PLANNING COMMISSION ON MAY 8, 2019. PLEASE REVIEW AND UPHOLD THE PLANNING COMMISSION RECOMMENDATION BY APPROVING ZONE CHANGE.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES  NO   
AMOUNT \$ 300

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 MEEING:

IS ALL THE BACK UP 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:

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

The Lander County Board of Commissioners meets the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month

# LANDER COUNTY PLANNING COMMISSION

May 8, 2019

## AGENDA ITEM NUMBER 1

---

- 1) \*Discussion and possible action to approve/disapprove a Zone Change request for Mary Kathleen Ferrigan Annis located at 775 North First Street in Battle Mountain, changing APN 002-084-03 from Manufactured Housing/Residential/Commercial (MRC) to Single Family Residential (R-1), and all other matters properly related thereto.

Staff Comments:

The applicant has stated that this zone change is necessary to facilitate the purchase of the property. The current use of the property will not change from a residential use. The zone change will not affect or conflict with the land use compatibility of the area nor change or affect adjoining property owners.

This file was sent to: County Executive Director, Public works, Building Official, Assessor and District Attorney.

# Lander County Community Development



## ZONE CHANGE APPLICATION

### APPLICANT/OWNER INFORMATION

Applicant(s): Mary Kathleen Ferrigan Annis

Address: 775 N 1st St. Battle Mtn.

Mailing Address: P.O. Box 625 Battle Mtn

Phone Number: 635-2700

Legal Owner(s) of property: \_\_\_\_\_

### PROJECT INFORMATION

Property Location: 775 N. First St

Assessor's Parcel Number: 002-084-03 \_\_\_\_\_

Current Zoning: MRC

Are there any deed restrictions affecting the use of the property? No

What is the reason for the Zone Change Request? \_\_\_\_\_

TO FACILITATE PURCHASE OF THE  
PROPERTY

Will granting a Zone Change affect or conflict with the land use compatibility of the area? Yes or no, no

please explain: USE WILL NOT CHANGE; THE  
PROPERTY WILL REMAIN A RESIDENCE

Will granting a Zone Change affect public health, safety or general welfare? Yes or no, no please

explain: SEE ABOVE

How will the proposed Zone Change request affect adjoin property owners with regard to noise, dust, traffic? No - No CHANGES WILL OCCUR

**SIGNATURE(S)**

I hereby certify that the information stated above and materials submitted along with this application form are true and correct to the best of my knowledge. It is my responsibility to inform Lander County of any changes to information represented in this submittal.

Mary Kathleen Jurganthe 4/12/19  
Owner's Signature Date

**NOTE:**

**It is strongly recommended that all applicants or their representative physically attend (or be available by phone) the planning commission hearing as their application may be deferred or denied for lack of evidence.**

**REQUIRED AT TIME OF APPLICATION**

The following must accompany this application:

- A copy of the Grant Bargain and Sale Deed or Owner's Affidavit attesting to ownership.
- Site Plan – drawn to scale with existing and proposed buildings, roads, easements as appropriate to this application.
- \$300.00 application fee (non-refundable)

**REQUIRED FOR PLANNING COMMISSION AGENDA**

Application is due by \_\_\_\_\_ in order to be heard at the May 8th 6:00 p.m. Planning Commission meeting held in the Community Meeting Room, 50 State Route 305, Battle Mountain, NV.

# OWNER'S AFFIDAVIT

STATE OF NEVADA            )  
  )SS.  
COUNTY OF LANDER        )

I, Mary Kathleen Ferrigan Annis BEING DULY SWORN, DEPOSE AND SAY THAT I AM AN OWNER OF PROPERTY INVOLVED IN THIS PETITION AND THAT THE FOREGOING STATEMENTS AND ANSWERS HEREIN CONTAINED AND THE INFORMATION HEREWITH SUBMITTED ARE IN ALL RESPECTS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PROPERTY ADDRESS OR PARCEL NUMBER: 775 N 1<sup>st</sup> Street

SIGNED Mary Kathleen Ferrigan Annis

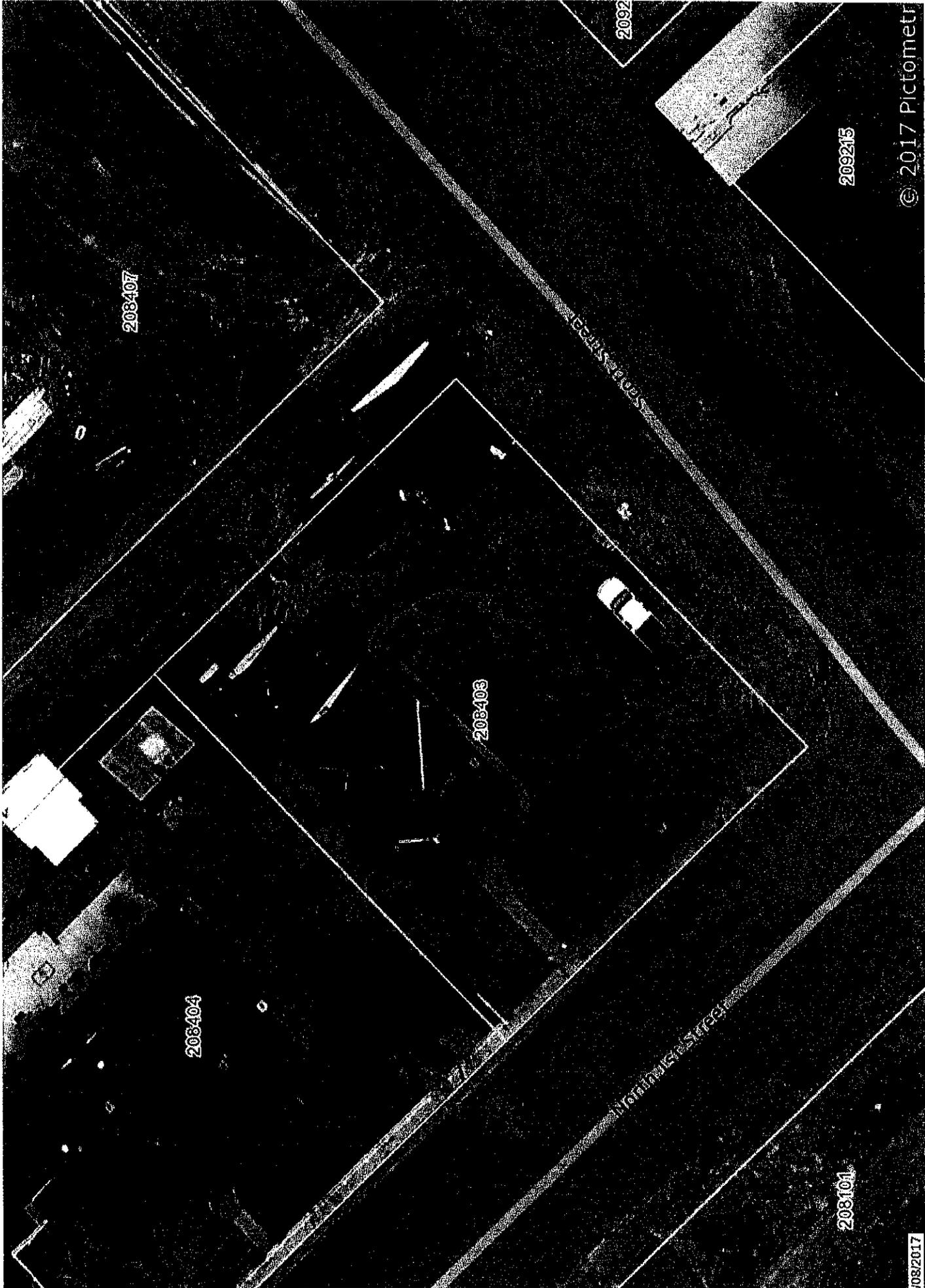
MAILING ADDRESS  
PO Box 625  
Battle Mountain NV 89820

PHONE 360.202.8081

SUBSCRIBED AND SWORN TO BEFORE ME THIS 18<sup>th</sup> DAY OF April, ~~2016~~ <sup>2019</sup>



Kaitlyn McConville  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE  
MY COMMISSION EXPIRES: 10-09-2022



208407

208404

208403

2092

209215

203101

© 2017 Pictometr

J08/2017

APN: 002-084-03

**NOTICE OF ZONE CHANGE**

PLEASE TAKE NOTICE that the Lander County Board of Commissioners at its regularly scheduled meeting held on this \_\_\_\_ day of \_\_\_\_\_ 2019, pursuant to the request of Mary Kathleen Ferrigan Annis, did approve and formally change zoning on Lander County Assessor's Parcel Number 002-084-03 from Manufactured Housing/Residential/Commercial (MRC) to Single Family Residential (R-1).

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
PATSY WAITS  
CHAIRPERSON LANDER COUNTY COMMISSION

Attest: \_\_\_\_\_  
SADIE SULLIVAN  
LANDER COUNTY CLERK

Lander County Commissioners Meeting

Agenda Item Number \_\_12\_\_

*THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:*  
Update from Robert Quick, Undersheriff regarding the Public Safety Building Project (Sheriff's Office), and all other matters properly related thereto.

Public Comment:

Background:

Recommended action:

Lander County Commissioners Meeting

Agenda Item Number \_\_13\_\_

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

Discussion and possible action for a change order to incorporate the FY 2019-2020 Fire Panel Replacement Project budgeted monies for the Sheriff's Office into the ongoing Sheriff's Office Building Stucco and Repair Project and to utilize any additional funds from the project contingency to fund the project, , and all other matters properly related thereto.

**Public Comment:**

**Background:**

**Recommended action:**

Lander County Commissioners Meeting

Agenda Item Number \_\_14\_\_

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

Discussion and possible action to reallocate existing budgeted monies under 029-000-54010 FA-24 in the amount of \$20,000.00 for the purchase of a MFP Copier for the Sheriff's Office, and all other matters properly related thereto.

**Public Comment:**

**Background:**

**Recommended action:**

Lander County Commissioners Meeting

Agenda Item Number \_\_15\_\_

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

Discussion and possible action to approve/disapprove the resolution 2019-05 to set the tax rate for The University of Nevada Cooperative Extension (Ag Extension), and all other matters properly related thereto.

Public Comment:

Background:

Recommended action:

**RESOLUTION NO. 2019-05**

**Of The Board of Lander County Commissioners**

**A RESOLUTION SETTING THE FY 2019-2020 TAX RATE FOR THE COOPERATIVE EXTENSION (AGRICULTURAL EXTENSION)**

**WHEREAS**, Lander County Board of Commissioners used a tax rate of \$0.0150 per \$100 of an assessed value in calculating estimated revenue to be apportioned to the Cooperative Extension Fund for the 2019-2020 fiscal year; and

**WHEREAS**, Nevada Revised Statutes 549.020(2) requires the Lander County Board of Commissioners to pass a resolution annually if the rate is greater than \$0.01 per \$100 of assess value.

**NOW, THEREFORE, BE IT RESOLVED**, that the Lander County Board of Commissioners hereby approve the rate of \$0.0150 per \$100 of assessed value, excluding the Net Proceeds of Mines, for use in the Cooperative Extension (Agricultural Extension) Fund for the 2019-2020 fiscal year.

**PASSED AND ADOPTED** this 23<sup>rd</sup> day of May 2019.

**THOSE VOTING AYE:** Commissioner \_\_\_\_\_

Commissioner \_\_\_\_\_

Commissioner \_\_\_\_\_

Commissioner \_\_\_\_\_

Commissioner \_\_\_\_\_

**THOSE VOTING NAY:** Commissioner \_\_\_\_\_

**THOSE ABSENT:** Commissioner \_\_\_\_\_

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**Patsy A. Waits, Chair**  
**Lander County Board of Commissioners**

**ATTEST:**

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**SADIE SULLIVAN**  
**Lander County Clerk**

Lander County Commissioners Meeting

Agenda Item Number 16

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

Discussion and possible action to approve/disapprove the resolution 2019-05 to set the tax  
Discussion and possible action approve/disapprove the Lander County Final Budget for FY  
19/20 and the submission to The Department of Taxation, and all other matters properly  
related thereto.

**Public Comment:**

**Background:**

**Recommended action:**

*Lander County Finance Department*  
*Cindy Benson Fiscal Officer*



---

May 23, 2019

Changes to the Final Budget

- 1) Reduced Clerk's budget \$22,485 for wages & benefits to eliminate the part-time position. This gives her 3 full time employees.
- 2) Increased Recorder's budget \$22,195 for wages & benefits for the part-time position in Austin. Added gas & oil line of \$3,000.
- 3) Increased Austin Justice Court's wages \$10,590 & benefits increased \$1,765.
- 4) Increased Swimming Pool's wages \$228,835 & benefits increased \$86,160.
- 5) Increased Greens Keeper's wages \$23,465 & benefits increased \$8,080.
- 6) Increased Road & Bridge Seasonal Worker's wages \$15,515 & benefits \$2,740.
- 7) Increased Senior Center's wages \$28,830 & benefits increased \$16,405.
- 8) Increased Building Maintenance wages \$12,135 & benefits increased \$3,340.
- 9) Rollover \$290,000 for Fire Trucks in fund 056. Trucks have been ordered, the tanks will be here by June 30<sup>th</sup>, 2019, however, the trucks are delayed.
- 10) Increased the replacement of the roof of the Old R&B building by \$2,053. The bid came in higher than anticipated.
- 11) Deleted \$208,044 from County Manager's budget. The Wildland Fire Protection Contract was in the budget twice. Now it is only in Other General expenses.
- 12) Community Development wages increased by \$30,205 & benefits increased \$15,130. The Community Development Specialist wages and benefits were

budgeted to be split 50/50 between Community Development & the County Manager budgets. Now she will be only in Community Development. No change to the County Managers budget.

- 7) Moved \$57,200 from fund 029 minor equipment to the Battle Mountain Fire Dept. in the General fund.
- 8) Moved \$335,000 fixed assets from fund 029 to the Sheriff's Dept. in the General fund. Also moved \$1,700,000 for the stucco repair to the Public Safety building from fund 029 to the Sheriff's Dept. in the General fund. Moved \$64,229 for fixed assets from fund 029 to the District Court's budget in the General fund. Moved \$10,000 fixed assets from fund 029 to the Juvenile Dept. in the General fund.
- 9) Moved \$21,000 in fixed assets from fund 029 to the Austin R&B Dept. & \$68,000 in fixed assets to the B.M. R&B Dept. in the Road & Bridge fund.
- 10) Moved \$210,000 for the Loader from fund 029 to fund 057.
- 11) Reduced New Software line in half to \$500,000 in fund 029.
- 12) Moved \$350,000 in fixed assets from fund 029 to the Airport fund.
- 13) Moved \$141,752 in fixed assets from fund 029 to the Culture & Rec fund.
- 14) Moved \$7,500,000 for the Industrial Park project to fund 029 from the CCP fund.
- 15) Removed the White Knife Water Main project & the Izzenhood /Antelope Valley project. These projects will be finished by June 30<sup>th</sup>.
- 16) Reduced Water & Sewer Dist. #2 project to \$2,598,470 in the CCP fund.
- 17) Increased Airport Capital fund expenditures \$3,806,250. I didn't add the grant amount of the expenses in the tentative budget.

**CAPITAL REQUESTED FOR FY19/20**

**MINOR EQUIPMENT BY DEPARTMENTS REQUESTS FY 2019-2020**

FUND	DEPT.	PROJECT DESCRIPTION	APPROVED	ACCT#	PROJ.#
BM FIRE DEPT.	001-017	TURN OUTS	20,000	001-017-53991	ME-2
	001-017	SCBA TANKS	18,000	001-017-53991	ME-3
	001-017	SCBA MASKS	2,600	001-017-53991	ME-4
	001-017	SCBA UNITS	16,600	001-017-53991	ME-5
<b>TOTAL REQUESTS &amp; ROLLOVERS</b>			<b>\$ 57,200</b>		

**CAPITAL FUNDS BY DEPARTMENTS REQUESTS FY 2019-2020**

FUND	DEPT.	PROJECT DESCRIPTION	APPROVED	ACCT#	PROJ.#
SHERIFF	001-012	BUNKER RADIO SERVICE & UPGRADE	27,000	001-012-54010	FA-56
	001-012	REPAIR & REINSTALL TENABO RADIO REPEATER	8,000	001-012-54010	FA-57
	001-012	INMATE PHONE SYSTEM CONTINGENCY (ROLLOVER)	15,000	001-012-54010	FA-24
	001-012	911 AUDIO RECORDER REPLACEMENT	45,000	001-012-54010	FA-58
	001-012	FIRE ALARM PANEL & DEVISE REPLACEMENT	50,000	001-012-54010	FA-59
	001-012	MDT/E-CITATION REPLACEMENT (ROLLOVER)	150,000	001-012-54010	FA-52
	001-012	EXTERIOR BUILDING STUCCO REPAIR (ROLLOVER \$520,000)	1,700,000	001-012-54010	FA-23
	001-012	UPGRADE RMS TO NIBRS COMPLIANCE (ROLLOVER)	40,000	001-012-54010	FA-55
	001-013	KITCHEN MAJOR EQUIPMENT REPLACEMENT (ROLLOVER)	15,000	001-013-54010	FA-3
	001-020	FILE CONVERSIONS TO DIGITAL	64,229	001-020-54010	FA-60
	001-022	NEW VEHICLE (LANDER'S PORTION)	10,000	001-022-54010	FA-61
	002-065	18 SPEED TRANSMISSION	11,000	002-065-54010	FA-63
002-065	13 SPEED TRANSMISSION	10,000	002-065-54010	FA-64	
R&B NORTH	002-066	HYDRAULIC PUMP REBUILD	38,000	002-066-54010	FA-66
	002-066	UNDERCARRIAGE	30,000	002-066-54010	FA-67
SENIOR CENTER	009-045	MAJOR KITCHEN EQUIPMENT	23,500	009-045-54010	FA-1
B.M. AIRPORT	012-066	ARFF	350,000	012-066-54010	FA-69
B.M. LIVESTOCK	052-053	FAIRGROUND IMPROVEMENTS	100,000	052-053-54010	FA-71
POOL	052-055	MISC ASSETS	15,000	052-055-54010	FA-2
CIVIC CENTER	052-057	REPLACE MIDDLE SECTION OF MARQUEE SIGN	41,752	052-057-54010	FA-70
<b>TOTAL REQUESTS &amp; ROLLOVERS</b>			<b>\$ 2,743,481</b>		

**FUND 055 CAPITAL REQUESTS FY 2019-2020**

CAPITAL FUNDS	FUND	DEPT.	PROJECT DESCRIPTION	APPROVED	ACCT#	PROJ.#
CCP 055			ENGINEERING FEES (ROLLOVER)	150,000	055-000-53280	FA-21
			AIRPORT WATER PROJECT (ROLLOVER)	2,142,433	055-000-53946	FA-17
			FLOOD LEVEE PROJECT (ROLLOVER)	5,000,000	055-000-54018	FA-28
			WATER & SEWER DIST. #2 PROJECT (ROLLOVER)	2,598,470	055-000-53946	FA-40
			FRONTAGE ROAD (BETWEEN 2ND & 3RD EXITS)	1,000,000	055-000-54011	FA-39
			NEW B.M. FIRE STATION	100,000	055-000-54010	FA-65
			NEW AUSTIN FIRE STATION	100,000	055-000-54010	FA-12
			NEW CIVIC CENTER	100,000	055-000-54010	FA-13
			GRAVEL PIT PARK	150,000	055-000-54010	FA-14
			SIDEWALKS EAST 1ST,2ND,3RD,4TH,5TH,6TH,7TH & 8TH STREETS	1,000,000	055-000-54010	FA-16
			CRUSH ROCK	100,000	055-000-54010	FA-19
			YELLOWBRICK ROAD PAVING	515,625	055-000-54011	FA-70
			SHEEP CREEK ROAD PAVING	267,188	055-000-54011	FA-21
			PAVE KAYCI ROAD TO ROUND MOUNTAIN ROAD	412,500	055-000-54011	FA-22
			SENIOR CENTER PARKING LOT	50,000	055-000-54011	FA-25
			OLD 8A ROAD	100,000	055-000-54011	FA-27
			SPORTS COMPLEX	100,000	055-000-54010	FA-29
			EMERGENCY PROJECT LINE	250,000	055-000-54010	FA-47
<b>TOTAL REQUESTS &amp; ROLLOVERS</b>				<b>\$ 14,136,216</b>		

**CAPITAL FUNDS 017,031-056 & 057 REQUESTS FY 2019-2020**

CAPITAL FUNDS	FUND	DEPT.	PROJECT DESCRIPTION	APPROVED	ACCT#	PROJ.#
CAPITAL AQ. 031	031		MIXED FIXED ASSETS (ROLLOVER)	60,000	031-000-54010	FA-4
EMERGENCY MAINT.	056		FIRE TRUCK FOR THE SOUTH	375,000	056-000-54010	FA-6
RESERVE /FIRST RESP	056		FIRE TRUCK FOR THE NORTH (ROLLOVER)	290,000	056-000-54010	FA-20
RESERVE /ROAD EQUIP.	057		AMBULANCE	225,000	057-000-54032	FA-7
	057		LOADER	210,000	057-000-54010	FA-11
<b>TOTAL REQUESTS &amp; ROLLOVERS</b>				<b>\$ 1,160,000</b>		

**FUND 029 BUILDING & EQUIPMENT REQUESTS FY 2019-2020**

FUND	DEPT.	PROJECT DESCRIPTION	APPROVED	ACCT#	PROJ.#
BUILDING & EQUIP.					
SAFETY DEPT.		SAFETY EQUIPMENT	255,000	029-000-53991	ME-1
COURTHOUSE		NEW SOFTWARE/HARDWARE (ROLLOVER)	500,000	029-000-53033	FA-50
LANDER COUNTY		INDUSTRIAL PARK	7,500,000	029-000-54010	FA-15
ASSESSOR		NEW VEHICLE	40,000	029-000-54010	FA-53
SHERIFF		2 FULLY EQUIPPED PATROL VEHICLES	120,000	029-000-54010	FA-54
R&B SOUTH		2 NEW PICKUPS	60,000	029-000-54010	FA-62
B.M. SENIOR CENTER		SENIOR CENTER BUS	100,000	029-000-54010	FA-68
TOWN OF AUSTIN		TOWN OF AUSTIN BOUNDARY LINE	35,000	029-000-54010	FA-37
<b>TOTAL REQUESTS &amp; ROLLOVERS</b>			<b>\$ 8,610,000</b>		

**FUND 029 BUILDING & EQUIPMENT/REPAIR & MAINTENANCE REQUESTS FY 2019-2020**

FUND	DEPT.	PROJECT DESCRIPTION	APPROVED	ACCT#	PROJ.#
REPAIR & MAINT.					
B.M. TOWN BUILDINGS		CIVIC CENTER (2) HEATING UNITS	25,228	029-000-53880	RM-1
		<b>TOTAL FOR BATTLE MOUNTAIN</b>	<b>25,228</b>		
AUSTIN FIRE DEPT.		NEW LP GAS HEATING UNIT	6,000	029-000-53880	RM-2
		NEW ROOF	15,800	029-000-53880	RM-3
AUSTIN SENIOR CENTER		TABLES & CHAIRS	3,000	029-000-53880	RM-4
AUSTIN SHERIFF		NEW FLOORING	10,249	029-000-53880	RM-5
OLD R&B BUILDING		NEW ROOF	27,053	029-000-53880	RM-6
		<b>TOTAL FOR AUSTIN</b>	<b>62,102</b>		
LANDER COUNTY		CON CREW	25,000	029-000-53880	RM-27
<b>TOTAL REQUESTS &amp; ROLLOVERS</b>			<b>\$ 112,330</b>		

**FUND 226 & 236 WATER & SEWER REQUESTS FY 2019-2020**

FUND	DEPT.	PROJECT DESCRIPTION	APPROVED	ACCT#	PROJ.#		
WATER & SEWER	WATER	12" WATER MAIN	295,032	226-000-54010	FA-30		
		16" WATER MAIN UNDER FREEWAY	729,375	226-000-54010	FA-31		
		12" WATER MAIN YELLOWBRICK ROAD	616,375	226-000-54010	FA-34		
		WELL 6 BOOSTER PUMP/PIPING & VALVING	231,250	226-000-54010	FA-35		
		16" WATER MAIN FROM TANKS TO OLD 8A	2,510,000	226-000-54010	FA-36		
		<b>TOTAL FOR WATER</b>	<b>4,382,032</b>				
		SEWER	SEWER	12" SEWER MAIN YELLOW BRICK ROAD	741,250	236-000-54010	FA-41
				12" SEWER MAIN FROM SHEEP CREEK	1,321,563	236-000-54010	FA-44
				NEW SEWER LIFT STATION & 8" FORCE MAIN	2,000,000	236-000-54010	FA-46
				EXISTING SAFETY LIFT STATION REHABILITATION	847,500	236-000-54010	FA-48
72 ACRE WETLAND AT EXISTING WWTP	742,500			236-000-54010	FA-49		
RV DUMP STATION	50,116			236-000-54010	FA-51		
<b>TOTAL FOR SEWER</b>	<b>5,702,929</b>						
<b>TOTAL REQUESTS &amp; ROLLOVERS</b>			<b>\$ 10,084,961</b>				

**FUND 380 CAPITAL REQUESTS FY 2019-2020**

FUND	DEPT.	PROJECT DESCRIPTION	APPROVED	ACCT#	PROJ.#
AIRPORT FUNDS	AUSTIN AIRPORT 380	AUSTIN GENERAL ENGINEERING SERVICES	\$ 15,000	380-000-53949	FA-5
		AUSTIN EXTENDED FIRE PROT. & WATER SERVICE (ROLLOVER)	\$ 10,000	380-000-53949	FA-26
		AUSTIN REHABILITATE ACCESS ROAD & CONSTRUCT HANGER TAXILANE	\$ 860,000	380-000-53949	FA-9
		<b>TOTAL FOR AUSTIN</b>	<b>\$ 885,000</b>		
B.M. AIRPORT 380	B.M. AIRPORT 380	B.M. GENERAL ENGINEERING SERVICES	\$ 15,000	380-000-53947	FA-8
		B.M. RECONSTRUCT & EXPAND WEST GA APRON	\$ 3,200,000	380-000-53947	FA-10
		<b>TOTAL FOR BATTLE MOUNTAIN</b>	<b>\$ 3,215,000</b>		
<b>TOTAL REQUESTS &amp; ROLLOVERS</b>			<b>\$ 4,100,000</b>		

Lander County Commissioners Meeting

Agenda Item Number \_\_17\_\_

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

Presentation of an appreciation plaque to Wilma Santoyo for her 50+ years of service to the Battle Mountain Cemetery, and all other matters properly related thereto.

**Public Comment:**

**Background:**

**Recommended action:**

Lander County Commissioners Meeting

Agenda Item Number \_\_18\_\_

***THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:***  
Update from the Public Works Director, and all other properly related thereto.

**Public Comment:**

**Background:**

**Recommended action:**

Lander County Commissioners Meeting

Agenda Item Number   19  

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

**Public Comment:**

**Background:**

**Recommended action:**

# **MONTHLY REPORTS TO LANDER COUNTY COMMISSIONERS**

## ***APRIL 2019***

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

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

<u>ACCOUNT</u>	<u>AMOUNT</u>
TOTAL STATE FEES	\$ 157.00
TOTAL COUNTY FEES	\$ 1,102.50
TOTAL LAW LIBRARY FUND	\$ 0.00
TOTAL DOMESTIC VIOLENCE	\$ 25.00
TOTAL LEGAL AID FUND	\$ 0.00
TOTAL DRUG TEST FEES	\$ 1,010.00
<b>TOTAL MONIES COLLECTED FOR THE MONTH OF APRIL 2019</b>	<b>\$ 2,294.50</b>



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**LANDER COUNTY CLERK**

Approved by State Board of Accounts for LANDER County - 2019

To Auditor of LANDER County, NEVADA  
Collecting for Period: 03/28/2019 thru 04/30/2019

Account	Prior Collections	Collections This Period	Year To Date Collections
6I AA FEE - GENETIC MARKER ANALYSIS	2,339.00	321.00	2,660.00
6I AA FEE - JUSTICE #085-32003	5,495.00	742.00	6,237.00
6I AA FEE - JUVENILE #286-32006	1,570.00	212.00	1,782.00
6I AA FEE - STATE (A #090-32005	25,490.00	2,681.00	28,171.00
6I AA FEE - STATE (G #090-000-32013	3,925.00	530.00	4,455.00
6I BAIL FORFEITURES #001-35030	52,073.00	5,260.00	57,333.00
6I BAIL/BOND PROCESSING FEE	0.00	0.00	0.00
6I BOND FILING FEE VICTIMS OF CRIME	0.00	0.00	0.00
6I CIVIL FEES	75.00	0.00	75.00
6I CIVIL FEES - COURT ACCOUNT/	25.00	0.00	25.00
6I COUNTY FINES/FORF #001-35030	2,015.00	235.00	2,250.00
6I DEPARTMENT OF WILDLIFE - COUNTY	0.00	0.00	0.00
6I DEPARTMENT OF WILDLIFE CIVIL FEES	335.00	0.00	335.00
6I DOMESTIC VIOLENCE FEE	0.00	0.00	0.00
6I DUI SPECIALTY COURT FEE (AOC)	0.00	0.00	0.00
6I EPAYMENT CONVENIENCE FEE	2,288.35	263.83	2,552.18
6I FACILITY ASSESSME #285-34201	7,806.06	1,070.00	8,876.06
6I FELONY/GROSS MISD FORF - SPECIALTY CO	0.00	0.00	0.00
6I FELONY/GROSS MISD FORF - VICTIMS OF C	0.00	0.00	0.00
6I FINE - STATE OF N #090-35030	0.00	0.00	0.00
6I FINE - LANDER COUN #090-35030	0.00	0.00	0.00
6I LC98-3 OTHER #01-32009	20.00	0.00	20.00
6I MISCELLANEOUS FEE #001-000-38080	3.00	0.00	3.00
6I NON SUFFICIENT FUNDS	30.00	0.00	30.00
6I NRS 4.065 (SB#62) #090-32015	2.00	0.00	2.00
6I OVERPAYMENTS TO THE COUNTY	11.00	0.00	11.00
6I SPECIALTY COURT F #090-32207	5,469.50	749.00	6,218.50
6I SUBSTANCE ABUSE FEE (CHEMICAL FEE)	0.00	0.00	0.00
<b>Totals:</b>	<b>108,971.91</b>	<b>12,063.83</b>	<b>121,035.74</b>

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.

*Wonna Loris*  
 \_\_\_\_\_  
 CLERK OF THE AUSTIN JUSTICE COURT COURT

FILED  
 2019 MAY -3 AM 10:52  
 LANDER COUNTY CLERK

THE RED THERMO SECURED "SR" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

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

DATE 4/30/19 001127  
94-7074/3212

PAY TO THE ORDER OF

*Lander County Treas*

\$ 11,800.00

*Eleven thousand Eight hundred*

DOLLARS



Wells Fargo Bank, N.A.  
Nevada

VOID AFTER 90 DAYS

*Donna Sossa*



MEMO

*April 2019*

⑈001127⑈ ⑈321270742⑈ ⑈0404029175⑈

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CRUSHAL, CT 06101 • 860-426-2111 • 11/17/17 • 11/17/17 • 11/17/17

ARGENTA JUSTICE COURT  
MONTHLY FINANCIAL STATEMENT

FILED

2019 MAY -7 AM 9:35

LANDER COUNTY CLERK

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

ROBINSON (WEDDING) \$ 70.00

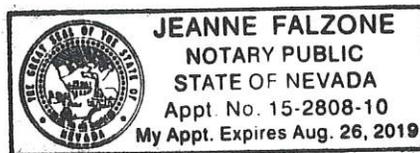
TOTAL \$ 70.00

  
DENISE FORTUNE  
JUSTICE OF THE PEACE

State of Nevada  
County of Lander

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 7<sup>th</sup> DAY OF MAY, 2019

  
NOTARY PUBLIC



Disbursed Total

FINES & FEES MONTH OF APRIL 2019  
 BALANCE OF AMOUNT NOT POSTED IN ERROR 570.00

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	127.00	7
6H AA FEE - JUSTICE	LANDER COUNTY TREASURER	N/A	N/A	49.00	7
6H AA FEE - JUVENILE	LANDER COUNTY TREASURER	N/A	N/A	14.00	7
6H AA FEE - STATE (GENERAL)	LANDER COUNTY TREASURER	N/A	N/A	35.00	7
6H AA FEE - GENETIC MARKER ANALYSIS	LANDER COUNTY TREASURER	N/A	N/A	21.00	7
6H FINE - STATE OF NEVADA	LANDER COUNTY TREASURER	N/A	N/A	30.00	1
6H FACILITY ASSESSMENT FEE	LANDER COUNTY TREASURER	N/A	N/A	70.00	7
6H SPECIALTY COURT FEE (MISD)	LANDER COUNTY TREASURER	N/A	N/A	49.00	7
6H STATE FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	175.00	6

\*\*\* End of Report \*\*\*

STATE OF NEVADA  
 COUNTY OF LANDER

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

Subscribed and sworn to before me this 30<sup>TH</sup> day of April, 2019.



Disbursed Total

FINES AND FEES MONTH OF APRIL 2019

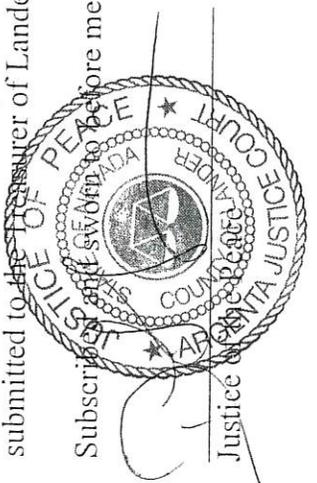
28,033.00

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
6H AA FEE - STATE (AOC)	LANDER COUNTY TREASURER	N/A	N/A	5,668.00	135
6H AA FEE - JUSTICE	LANDER COUNTY TREASURER	N/A	N/A	1,050.00	132
6H AA FEE - JUVENILE	LANDER COUNTY TREASURER	N/A	N/A	300.00	132
6H AA FEE - STATE (GENERAL)	LANDER COUNTY TREASURER	N/A	N/A	750.00	132
6H AA FEE - GENETIC MARKER ANALYSIS	LANDER COUNTY TREASURER	N/A	N/A	447.00	132
6H BAIL/BOND PROCESSING FEE BOND FEES	LANDER COUNTY TREASURER	N/A	N/A	18.75	1
6H CIVIL FEES	LANDER COUNTY TREASURER	N/A	N/A	1,623.75	28
6H CIVIL FEES - COURT ACCOUNT	LANDER COUNTY TREASURER	N/A	N/A	699.25	29
6H FACSIMILE FEES	LANDER COUNTY TREASURER	N/A	N/A	455.25	0
6H FINE - STATE OF NEVADA	LANDER COUNTY TREASURER	N/A	N/A	250.00	1
6H COUNTY FINES/FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	4,595.00	15
6H FACILITY ASSESSMENT FEE	LANDER COUNTY TREASURER	N/A	N/A	1,510.00	133
6H LC98-3 OTHER	LANDER COUNTY TREASURER	N/A	N/A	280.00	28
6H MARRIAGE FEE - STATE	LANDER COUNTY TREASURER	N/A	N/A	5.00	0
6H SUBSTANCE ABUSE FEE (CHEMICAL FEE)	LANDER COUNTY TREASURER	N/A	N/A	120.00	2
6H NRS 4.065 (SB#62)	LANDER COUNTY TREASURER	N/A	N/A	28.00	28
6H SPECIALTY COURT FEE (MISD)	LANDER COUNTY TREASURER	N/A	N/A	1,043.00	133
6H DUI SPECIALTY COURT FEE (AOC)	LANDER COUNTY TREASURER	N/A	N/A	200.00	2
6H STATE FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	8,965.00	120
6H BOND FILING FEE VICTIMS OF CRIME	LANDER COUNTY TREASURER	N/A	N/A	25.00	1

STATE OF NEVADA  
COUNTY OF LANDER

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

Subscribed and sworn to before me this 30<sup>TH</sup> day of April, 2019.



Justice of the Peace

FILED

2019 MAY -1 AM 8:30

LANDER COUNTY CLERK

**Lander County Recorder**

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

**FILED**

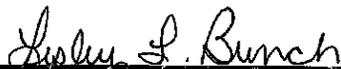
2019 MAY -1 AM 10: 24

LANDER COUNTY CLERK

**MONTHLY REPORT**

The following fees were collected for the period of April 1, 2019 thru April 30, 2019.

<u>ACCOUNT</u>	<u>AMOUNT</u>
RECORDINGS	\$4,378.00
OUTSTANDING RCD	\$0.00
OVERPYMT KEPT	\$5.00
OVERPYMT VOUCHER	\$0.00
AB 6 NOD FORECLOSURE MEDIATION FUND	\$285.00
AB 6 NOD BUDGET SHORTFALL	\$450.00
AB 259 NOD INDIGENT	\$15.00
REAL PROPERTY TRANSFER TAX (General)	\$2,978.25
REAL PROPERTY TRANSFER TAX (State .10)	\$541.50
REAL PROPERTY TRANSFER TAX (State 1.30)	\$7,039.50
COPY WORK	\$561.50
SB 14 DOMESTIC VIOLENCE FUND	\$15.00
TECHNOLOGY FEE	\$1,295.00
FUND TO ASSIST (Previous Foster Care)	\$259.00
LEGAL SERVICES FOR INDIGENT	\$777.00
COMPENSATION OF INVESTIGATORS APPOINTED BY DISTRICT COURT	\$259.00
DEPARTMENT OF MINERALS (State)	\$1,510.00
MAPS	\$2,920.00
<b>TOTAL AMOUNT REMITTED TO TREASURER:</b>	<b>\$23,288.75</b>

  
\_\_\_\_\_  
Lesley L. Bunch  
Lander County Recorder

REPORTING MONTH OF January 2019

FUND #300--TECHNOLOGY FEES

RECORDER

BEGINNING BALANCE January 2019	\$52,768.65
REVENUE	\$1,000.00
Expenditures	(93.96)
Adjustment	\$0.00
ENDING BALANCE January 2019	\$53,674.69

ASSESSOR

BEGINNING BALANCE January 2019	\$2,709,138.17
REVENUE	202,084.91
EXPENDITURES	(10,161.38)
Adj Btwn Fnds	-
Interest 2018 Adjustment	
ENDING BALANCE-January 2019	\$2,901,061.70

CLERK

BEGINNING BALANCE January 2019	\$28.15
REVENUE	\$0.00
EXPENDITURES	\$0.00
Interest 2018 Adjustment	\$0.00
ENDING BALANCE January 2019	\$28.15

TOTALS

January 2019 Beginning Balance	\$2,817,722.17
Recorder	906.04
Assessor	191,923.53
CLERK	
January 2019 Ending Balance	\$3,010,551.74

Yearly Recap July 2018 Thru June 30, 2019

Beginning Bal July 2018	3,150,895.64
Revenue	234,165.72
Expenditures	(406,051.24)
Interest	-
Adj	31,541.62
Ending Balance June 30, 2019	3,010,551.74

2019 APR 19 AM 8:59

LANDER COUNTY CLERK

*Judith Johnson*  
Lander County Treasurer/Judith Johnson

# Detail Report Account Detail

Date Range: 02/01/2019 - 02/28/2019

Lander County, NV

Account	Name	Source Transaction	Packet Number	Pmt Number	Description	Vendor	Beginning Balance	Total Activity	Ending Balance
<b>Fund: 300 - TECHNOLOGY FEES FUND</b>									
<b>300-000-10100 CASH</b>									
02/07/2019	APPKT00017	201869			VERIZON WIRELESS SEC REI PMT	002995 - VERIZON WIRELESS	3,010,551.74	-17,205.07	2,993,346.67
02/07/2019	APPKT00017	201869			VERIZON WIRELESS SEC REI PMT	002995 - VERIZON WIRELESS		-40.01	3,010,511.73
02/11/2019	CLPKT00033	02-11-19RM			800000032 CLPKT00033			-54.02	3,010,457.71
02/14/2019	APPKT00021	201898			ESRI, INC. SEC REI PMT	003392 - ESRI, INC.		105.00	3,010,562.71
02/14/2019	APPKT00021	201898			ESRI, INC. SEC REI PMT	003392 - ESRI, INC.		-6,300.00	3,004,262.71
02/14/2019	APPKT00021	201903			GEO-GRAPHICS SEC REI PMT	208668 - GEO-GRAPHICS		-3,150.00	3,001,112.71
02/14/2019	APPKT00021	201960			THE SIDWELL COMPANY SEC REI PMT	208911 - THE SIDWELL COMPANY		-1,105.00	3,000,007.71
02/28/2019	GLPKT00096	JN00145			MONTHLY PPTX Collection for Feb 201			-6,900.80	2,993,106.91
02/28/2019	GLPKT00096	JN00146			MONTHLY PPTX Collection for Feb 201			5.08	2,993,111.99
02/28/2019	GLPKT00096	JN00147			MONTHLY PPTX Collection for Feb 201			3.37	2,993,115.36
02/28/2019	GLPKT00096	JN00148			MONTHLY PPTX Collection for Feb 201			6.34	2,993,121.70
02/28/2019	GLPKT00096	JN00151			MONTHLY TCTX Collection for Feb 201			84.19	2,993,205.89
02/28/2019	GLPKT00096	JN00152			MONTHLY TCTX Collection for Feb 201			1.30	2,993,207.19
02/28/2019	GLPKT00096	JN00152			MONTHLY TCTX Collection for Feb 201			139.48	2,993,346.67
<b>300-000-20110 ACCOUNTS PAYABLE</b>									
02/07/2019	APPKT00017	201869			VERIZON WIRELESS SEC PMT	002995 - VERIZON WIRELESS	0.00	0.00	0.00
02/07/2019	APPKT00017	201869			VERIZON WIRELESS SEC PMT	002995 - VERIZON WIRELESS		40.01	40.01
02/07/2019	APPKT00017	9822745333		201869	761-0050/LESLEY BUNCH SEC PBL	002995 - VERIZON WIRELESS		54.02	94.03
02/07/2019	APPKT00017	9822745333		201869	455-2000/LESLEY BUNCH SEC PBL	002995 - VERIZON WIRELESS		-54.02	40.01
02/14/2019	APPKT00016	112711		201960	PROGRESS BILLING FOR GIS PROF. SRVC	208911 - THE SIDWELL COMPANY		-40.01	0.00
02/14/2019	APPKT00016	190131B		201903	AUTOCAD MAPPING SRVCS FOR PERIO	208668 - GEO-GRAPHICS		-6,900.80	-6,900.80
02/14/2019	APPKT00016	93592309		201898	ARCGIS DESKTOP STANDARD CONCURR	003392 - ESRI, INC.		-1,105.00	-8,005.80
02/14/2019	APPKT00016	93592315		201898	ARCGIS DESKTOP BASIC CONCURRENT	003392 - ESRI, INC.		-6,300.00	-14,305.80
02/14/2019	APPKT00021	201898			ESRI, INC. SEC PMT	003392 - ESRI, INC.		-3,150.00	-17,455.80
02/14/2019	APPKT00021	201898			ESRI, INC. SEC PMT	003392 - ESRI, INC.		3,150.00	-14,305.80
02/14/2019	APPKT00021	201903			GEO-GRAPHICS SEC PMT	208668 - GEO-GRAPHICS		6,300.00	-8,005.80
02/14/2019	APPKT00021	201960			THE SIDWELL COMPANY SEC PMT	208911 - THE SIDWELL COMPANY		1,105.00	-6,900.80
02/14/2019	APPKT00021	201960			THE SIDWELL COMPANY SEC PMT	208911 - THE SIDWELL COMPANY		6,900.80	0.00
<b>300-000-32221 RECORDER TECH FEES</b>									
02/11/2019	CLPKT00033	R00001124			Miscellaneous Receipt Recorder-L Bun		-10,075.00	-105.00	-10,180.00
<b>300-000-32223 ASSESSOR TECH FEES</b>									
02/28/2019	GLPKT00096	JN00145			20160008 Apportionment		-224,090.72	-239.76	-224,330.48
								-5.08	-224,095.80

Detail Report

Account	Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Beginning Balance	Total Activity	Ending Balance
300-000-32223			ASSESSOR TECH FEES - Continued						
	02/28/2019	GLPKT00096	JN00146	20170008	Apportionment		-224,090.72	-239.76	-224,330.48
	02/28/2019	GLPKT00096	JN00147	20180008	Apportionment			-3.37	-224,099.17
	02/28/2019	GLPKT00096	JN00148	20190008	Apportionment			-6.34	-224,105.51
	02/28/2019	GLPKT00096	JN00151	20180008	Apportionment			-84.19	-224,189.70
	02/28/2019	GLPKT00096	JN00152	20190008	Apportionment			-1.30	-224,191.00
							-139.48		-224,330.48
300-067-53920			SERVICE AND SUPPLIES						
	02/07/2019	APPKT00017	9822745333	201869	Description	Vendor	4,616.69	94.03	4,710.72
	02/07/2019	APPKT00017	9822745333	201869	455-2000/LESLEY BUNCH	002995 - VERIZON WIRELESS		40.01	4,656.70
					761-0050/LESLEY BUNCH	002995 - VERIZON WIRELESS		54.02	4,710.72
300-068-53920			SERVICE AND SUPPLIES						
	02/14/2019	APPKT00016	112711	201960	Description	Vendor	365,875.93	17,455.80	383,331.73
	02/14/2019	APPKT00016	1901318	201903	PROGRESS BILLING FOR GIS PROF. SRVC	208911 - THE SIDWELL COMPANY		6,900.80	372,776.73
	02/14/2019	APPKT00016	93592309	201898	AUTOCAD MAPPING SRVCS FOR PERIO	208668 - GEO-GRAPHICS		1,105.00	373,881.73
	02/14/2019	APPKT00016	93592315	201898	ARCGIS DESKTOP STANDARD CONCURR	003392 - ESRI, INC.		6,300.00	380,181.73
					ARCGIS DESKTOP BASIC CONCURRENT	003392 - ESRI, INC.		3,150.00	383,331.73

Total Fund: 300 - TECHNOLOGY FEES FUND: Beginning Balance: 3,146,878.64  
 Total Activity: 0.00  
 Ending Balance: 3,146,878.64

Grand Totals: Beginning Balance: 3,146,878.64  
 Total Activity: 0.00  
 Ending Balance: 3,146,878.64

# Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance
300 - TECHNOLOGY FEES FUND	3,146,878.64	0.00	3,146,878.64
<b>Grand Total:</b>	<b>3,146,878.64</b>	<b>0.00</b>	<b>3,146,878.64</b>

REPORTING MONTH OF February 2019

FUND #300--TECHNOLOGY FEES

RECORDER

BEGINNING BALANCE February 2019	\$53,674.69
REVENUE	\$105.00
Expenditures	(94.03)
Adjustment	\$0.00
ENDING BALANCE February 2019	\$53,685.66

ASSESSOR

BEGINNING BALANCE February 2019	\$2,901,061.70
REVENUE	239.76
EXPENDITURES	(17,455.80)
Adj Btwn Fnds	-
Interest 2018 Adjustment	
ENDING BALANCE-February 2019	\$2,883,845.66

CLERK

BEGINNING BALANCE February 2019	\$28.15
REVENUE	\$0.00
EXPENDITURES	\$0.00
Interest 2018 Adjustment	\$0.00
ENDING BALANCE February 2019	\$28.15

TOTALS

February 2019 Beginning Balance	\$3,010,551.74
Recorder	10.97
Assessor	(17,216.04)
CLERK	
February 2019 Ending Balance	\$2,993,346.67

Yearly Recap July 2018 Thru June 30, 2019

Beginning Bal July 2018	3,150,895.64
Revenue	234,510.48
Expenditures	(423,601.07)
Interest	-
Adj	31,541.62
Ending Balance June 30, 2019	2,993,346.67

*Christina Johnson*  
 Lander County Treasurer/Jsdc/Dvia Johnson

# Detail Report Account Detail

Date Range: 01/01/2019 - 01/31/2019

Lander County, NV

Account	Name	Beginning Balance	Total Activity	Ending Balance
<b>Fund: 300 - TECHNOLOGY FEES FUND</b>				
<u>300-000-10100</u>				
Post Date	Packet Number	Source Transaction	Pmt Number	Description
01/21/2019	GLPKT00001	JN00004		01-01 to 01-21-19 Activity from ADS
01/23/2019	CLPKT00005	01-23-19 rm		B00000005 CLPKT00005
01/31/2019	APPKT00007	201787		THE SIDWELL COMPANY SEC REI PMT
01/31/2019	CLPKT00019	01-31-19 rm		B00000010 CLPKT00019
<b>300-000-20110</b>				
ACCOUNTS PAYABLE				
Post Date	Packet Number	Source Transaction	Pmt Number	Description
01/30/2019	APPKT00003	112623	201787	MAPPING SERVICES FOR DEC 2018 SEC
01/31/2019	APPKT00007	201787		THE SIDWELL COMPANY SEC PMT
<b>300-000-32221</b>				
RECORDER TECH FEES				
Post Date	Packet Number	Source Transaction	Pmt Number	Description
01/21/2019	GLPKT00001	JN00004		01-01 to 01-21-19 Activity from ADS
01/23/2019	CLPKT00005	R00000041		Recorder Recorder
01/31/2019	CLPKT00019	R00000069		Recorder-Lesley Bunch Recorder-Lesley
<b>300-000-32223</b>				
ASSESSOR TECH FEES				
Post Date	Packet Number	Source Transaction	Pmt Number	Description
01/31/2019	CLPKT00019	R00000435		Treasurer-Johnson ASSRS TECH FEE 2%
01/31/2019	CLPKT00019	R00000437		TREASURER-JOHNSON ASSRS TECH FEE
01/31/2019	CLPKT00019	R00000443		TREASURER-JOHNSON ASSRS TECH FEE
01/31/2019	CLPKT00019	R00000448		TREASURER-JOHNSON TREASURER-J
<b>300-067-53920</b>				
SERVICE AND SUPPLIES				
Post Date	Packet Number	Source Transaction	Pmt Number	Description
01/21/2019	GLPKT00001	JN00004		01-01 to 01-21-19 Activity from ADS
<b>300-068-53920</b>				
SERVICE AND SUPPLIES				
Post Date	Packet Number	Source Transaction	Pmt Number	Description
01/21/2019	GLPKT00001	JN00004		01-01 to 01-21-19 Activity from ADS
01/30/2019	APPKT00003	112623	201787	MAPPING SERVICES FOR DEC 2018
<b>Total Fund: 300 - TECHNOLOGY FEES FUND:</b>				
Beginning Balance: 3,146,878.64				Ending Balance: 3,146,878.64
Total Activity: 0.00				Ending Balance: 3,146,878.64
<b>Grand Totals:</b>				
Beginning Balance: 3,146,878.64				Ending Balance: 3,146,878.64
Total Activity: 0.00				Ending Balance: 3,146,878.64

# Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance
300 - TECHNOLOGY FEES FUND	3,146,878.64	0.00	3,146,878.64
<b>Grand Total:</b>	<b>3,146,878.64</b>	<b>0.00</b>	<b>3,146,878.64</b>



# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
Mount Lewis Field Office  
50 Bastian Road  
Battle Mountain, Nevada 89820  
Phone: 775-635-4000 Fax: 775-635-4034  
<https://www.blm.gov/nevada>

In Reply Refer To:  
LLNVB0100  
(4700, 4120)

**MAY 07 2019**

## **PROPOSED DECISION** Temporary Range Improvements – Water Hauling

Dear Interested Public,

The Bureau of Land Management (BLM) Mount Lewis Field Office (MLFO) has completed a Categorical Exclusion (CX) for temporary water hauling within the Fish Creek Herd Management Area (HMA) within the Lucky C, Arambel and Fish Creek Ranch Allotments. These temporary water hauls are being authorized due to the potential of wild horse health emergencies.

### **BACKGROUND**

The Fish Creek HMA is located south of Eureka, Nevada and has an established AML of 101-170 wild horses. The population following the 2019 foaling season is estimated to grow to 752 horses, or 442 percent of the high range of the AML. Waters in the Fish Creek HMA are inherently limited and consist of developed springs, wells, pipelines and small mountain springs. As a result of drought and overpopulation above the AML, the MLFO began supplementing natural waters in the HMA in 2012. A gather was completed in February 2015, however, the AML was not achieved and an estimated 287 wild horses remained on the range. The last gather to achieve the AML in this HMA was completed in 2006. In order to continue to maintain animal health in the absence of a gather and in light of a population in excess of the AML, the MLFO has needed to continue supplementing water for wild horses within the Fish Creek HMA.

For these reasons, it was determined that temporary water hauling within the Fish Creek HMA would avert impending emergency conditions which would likely become reality in mid-July 2019 under current precipitation and moisture levels. Though above normal precipitation has been received by many areas in Nevada during the past winter, the current population of wild horses exceeds the ability for the HMA to support the water needs to maintain a healthy population. The MLFO completed a CX review (DOI-BLM-NV-B000-2019-0008-CX) for water hauling at strategic locations within the Fish Creek HMA during the 2019 summer months and has determined that no extraordinary circumstances apply.

### **PROPOSED DECISION**

It is my Proposed Decision to authorize the following temporary range improvements (see attached map).

Creek HMA. Water hauling is needed to avert animal health emergencies until such a time that excess horses would be removed to achieve the established AML.

The MLFO may not implement all the water hauls identified in this decision. The timeframes associated with issuance of Proposed and Final Decisions dictate interested public involvement well in advance of the anticipated need. The site specific needs will be assessed through field monitoring to include water availability and location, animal body condition and distribution and general climatic factors.

Wildlife and cultural surveys would be conducted as necessary prior to placement of water hauls. In order to reduce wildlife fatalities, all water troughs will contain escape ladders to allow for birds and other small animals the means for escape. This will be done in accordance with 43 CFR 4120.3-4 and BLM Handbook 1741-2. The BLM will also coordinate with livestock permittees and Eureka County. Any given temporary water location will not be utilized for a period greater than 30 days.

## **AUTHORITY**

All citations are from Part 43, Code of Federal Regulations (CFR), Subpart 4100 (2005).

- § 4120.3-1 (a) -Range improvements shall be installed, used, maintained, and/or modified on the public lands, or removed from these lands, in a manner consistent with multiple use management.
- § 4120.3-1 (f)-Proposed range improvement projects shall be reviewed in accordance with the requirements of the National Environmental Policy Act of 1969 (42 U.S.C. 4371 *et seq.*). The decision document following the environmental analysis shall be considered the proposed decision under subpart 4160 of this part.
- § 4160.1 (a) -Proposed decisions shall be served on any affected applicant, permittee or lessee, and any agent and lien holder of record, who is affected by the proposed actions, terms or conditions, or modifications relating to applications, permits and agreements (including range improvement permits) or leases, by certified mail or personal delivery. Copies of proposed decisions shall also be sent to the interested public.
- § 4160.2-Any applicant, permittee, lessee or other interested public may protest the proposed decision under § 4160.1 of this title in person or in writing to the authorized officer within 15 days after receipt of such decision.

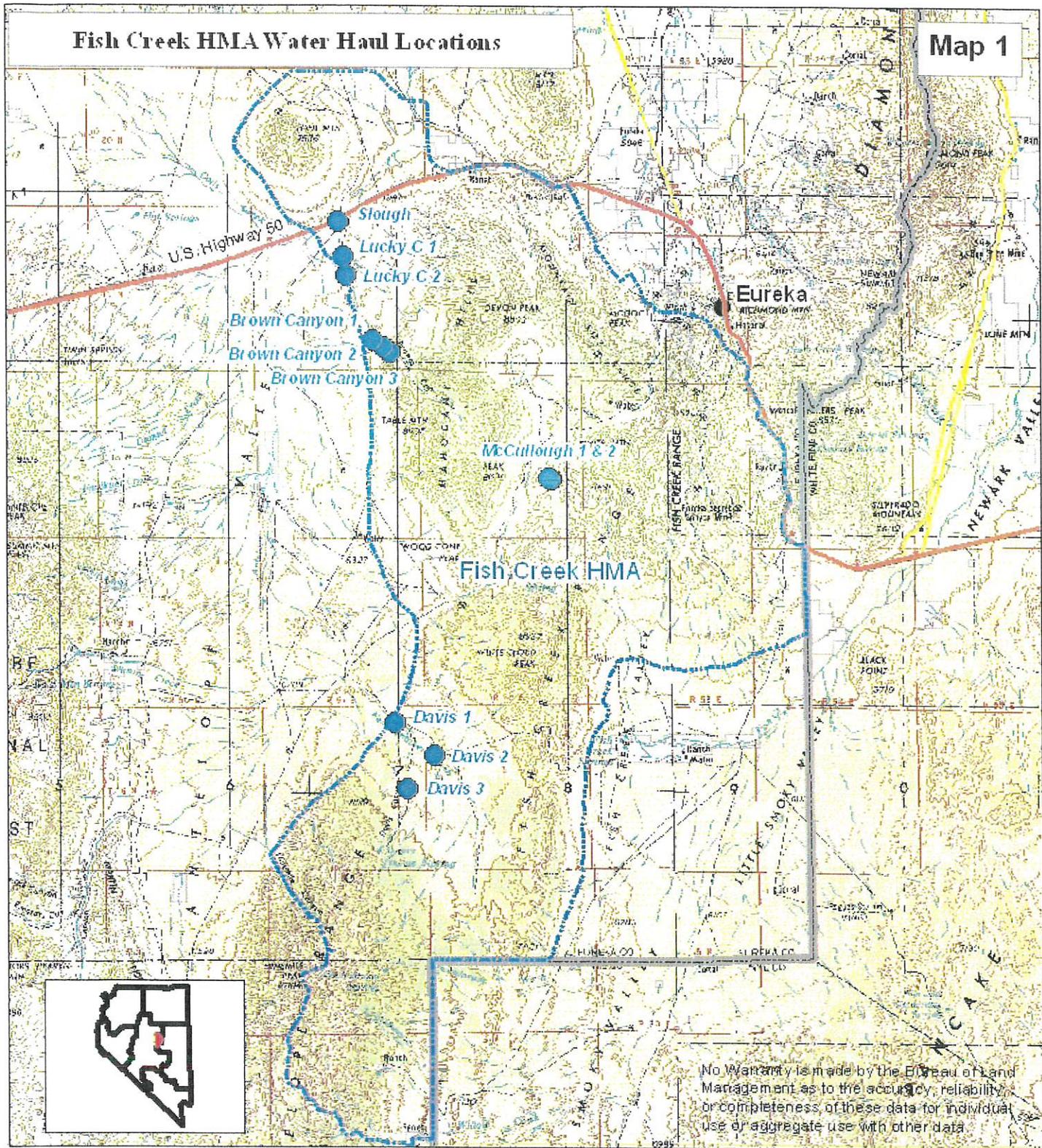
## **PROTEST AND APPEAL PROVISIONS**

### **Protest:**

In accordance with 43 C.F.R. § 4160.2, any applicant, permittee, lessee or other interested public may protest the proposed decision under § 4160.1 of this title in person or in writing to the authorized officer within 15 days after receipt of such decision. In accordance with 43 C.F.R. § 4160.3 (b), upon the timely filing of a protest, the authorized officer shall reconsider her/his proposed decision in light of the protestant's statement of reasons for protest and in light of other information pertinent to the case. At the conclusion of her/his review of the protest, the authorized officer shall serve her/his final decision on the protestant or her/his agent, or both, and the interested public. In accordance with 43 C.F.R. § 4160.3 (a), in the absence of a protest, the proposed decision will become the final decision of the authorized officer without further notice unless otherwise provided in the proposed decision. If the proposed decision were to become the final decision it may be appealed in accordance with the following section.

# Fish Creek HMA Water Haul Locations

Map 1



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.

- Fish Creek HMA
- Fish Creek HMA Water Haul Locations
- US Highway
- State Route
- Bureau of Land Management
- Forest Center
- Private
- District/County Boundary

United States Department of the Interior  
 Bureau of Land Management  
 Battle Mountain District  
 Mount Lewis Field Office  
 May 2019



0 1.25 2.5 5 7.5 10 Miles



Fish Creek Herd Management Area - Water Hauling CX-Proposed Decision Mailing List						
Company	First	Last	Address	City	State	Zip Code
2-Bit, LLC	Chad and Rosie	Bliss	P.O. Box 585	Eureka	NV	89316
American Farm Mortgage Company	Lynn	Ashby	8901 Greenway Commons Pl, Suite 200	Louisville	KY	40220
American Wild Horse Campaign	Suzanne	Roy	P.O. Box 1733	Davis	CA	95618
Arc Dome Partners, LLC	Robert	Beck	289 Las Costa Ave.	Dayton	NV	89403
Badger/Chiara Ranches	Dan/Eddyann	Filippini	HC-61, Box 65	Battle Mountain	NV	89820
Barrick Cortez Inc. Ranches	Al	Plank	HC 66 Box 1250	Crescent Valley	NV	89821
Barrick Cortez Inc. Ranches	Doug	Groves	HC-66, Box 1250	Crescent Valley	NV	89821
Baumann Family Trust	Jim	Baumann	P.O. Box 308	Eureka	NV	89316
Borba Land and Cattle	Kevin	Borba	P.O. Box 295	Eureka	NV	89316
BTAZ NV	John	Young	P.O. Box 1167	Round Mountain	NV	89045
Center for Biological Diversity	Patrick	Donnelly	7345 S. Durango Dr. Ste. B-107, Box 217	Las Vegas	NV	89113
Churchill County Commissioners			155 N Taylor St., #110	Fallon	NV	89406
Esmeralda County	Nancy	Boland	P.O. BOX 517	Goldfield	NV	89013
Estill Ranches 17, LLC	John	Estill	PO Box 320	Gerlach	NV	89412
Eureka County DNR			P.O. Box 682	Eureka	NV	89316
Gandolfo Ranch	William	Gandolfo	HC 61, Box 6165	Austin	NV	89310
General Molly, Inc.	Patrick	Rogers	790 Commercial Street, Suite B	Elko	NV	89801
General Molly, Inc.	Ron	Espell	790 Commercial Street, Suite B	Elko	NV	89801
Goemmer Ranches	Shawn	Goemmer	P.O. Box 517	Battle Mountain	NV	89820
Great Basin Resource Watch	John	Haader	P.O. Box 207	Reno	NV	89504
Harry Brown Family Trust	Harry	Brown	HC-61, Box 6145	Austin	NV	89310
JWF Ranching	John	Filippini	HC 66-46	Crescent Valley	NV	89821
L&N Livestock	Lance	Knudsen	HC 65, Box 50	Carlin	NV	89822
Lander Co Commissioners			50 State Route 305	Battle Mountain	NV	89820
Lander County Planning	Kyla	Bright	50 State Route 305	Battle Mountain	NV	89820
Lander County Public Lands	Frank	Whitman	PO Box 239	Austin	NV	89310
Mary E. Risi Survivors Trust	Matt	Hokenga	3625 S. Harmon Rd	Fallon	NV	89406
N-6 Grazing Board	Henry	Filippini Jr.	HC 61 Box 70	Battle Mountain	NV	89820
National Mustang Association			P.O. Box 1367	Cedar City	UT	84721
NDOW	Caleb	McAdoo	60 Youth Center Road	Elko	NV	89801
NDOW	Jeremy	Lutz	525 Round Mountain Drive	Battle Mountain	NV	89820
NDOW - Southern Region	Brad	Hardenbrook	4747 Vegas Drive	Las Vegas	NV	89108
Nevada Cattleman's Association	Kaley	Sproul	P.O. Box 310	Elko	NV	89803
Nevada Department of Transportation	Steve	Cooke	1263 S. Stewart Street	Carson City	NV	89701
Nevada Department of Wildlife	Alan	Jenne	1100 Valley Road	Reno	NV	89512
Nevada Department of Wildlife	Clint	Garrett	P.O. Box 592	Eureka	NV	89316

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Battle Mountain Band Council	David Carrera	Chair	37 Mountain View Drive	Battle Mountain	NV	89820
Duckwater Shoshone Tribe	Rodney Mike	Chair	P.O. Box 140068	Duckwater	NV	89314
Elko Band	Davis Gonzales	Chair	1745 Silver Eagle	Elko	NV	89801
Te-Moak Tribe of Western Shoshone	Joe Holley	Chair	525 Sunset Street	Elko	NV	89801
Yomba Shoshone Tribe	James Birchim Sr	Chair	HC 61 Box 6275	Austin	NV	89310