

LANDER COUNTY COMMISSION MEETING
May 24, 2012

AGENDA ITEM NO. 1

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

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

Public comment.

Background:

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

The statutory public hearing for the Fiscal Year 2012-2013 Lander County Tentative Budget was held on Monday, May 21, 2012, pursuant to the provisions of Nevada Revised Statutes (NRS) 354.596(4)(a). Finance Director Hill will summarize the minor changes to the budget as a result of this meeting.

Recommended Action:

No specific action is necessary on this agenda item.

LANDER COUNTY COMMISSION MEETING

May 24, 2012

AGENDA ITEM NO. 2

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding write-off of uncollectible Lander County Ambulance billings and other matters properly relating thereto.

Public comment.

Background:

One (1) uncollectible Lander County Ambulance billing is presented to the Commission for possible approval to write-off.

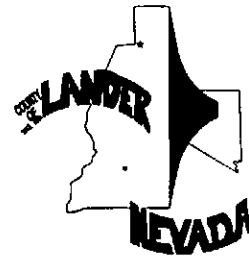
Lander County Finance Director Rogene Hill will present the uncollectible ambulance billing to the Commission. The billing for Ambulance Run #2011956, (\$645.00) date of service December 27, 2011, has been deemed uncollectible, due to hardship, and is proposed for write-off. **The total amount proposed for write-off is \$645.00.**

Individual patient names or other key identifiers cannot be discussed to prevent possible violations of HIPPA provisions.

Recommended Action:

It is recommended that the Commission approve the write-off of the ambulance billing for Ambulance Run #2011956, due to profound hardship, in the total amount of **\$645.00.**

Rogene Hill
Lander County Finance Director



Memorandum

To: Lander County Commissioners

Date: May 24, 2012

Re: **Ambulance Write-Off's**

There is 1 ambulance bill that needs to be written off:

1. **Run #2011956** – DOS 12/27/2011 – \$645.00 – Hardship. This was the accident that happened on I-80. The husband was killed as well as one of their dogs. The other dog was lost from December 27th until February 2012. In between that time the wife was in a Reno Hospital fighting for her life and is now out and in rehab for her injuries. The payment was denied from Select Health. Tammy then received information on the vehicle insurance, State Farm. State Farm has denied, stating "Policy Benefits have been exhausted." This is certainly a hardship case.

Total amount to be written off is \$645.00.

LANDER COUNTY COMMISSION MEETING
May 24, 2012

AGENDA ITEM NO. 3

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding Lander County Administration Staff succession plan and other matters properly related thereto.

Public comment.

Background:

The issue relative to the formulation and implementation of a Lander County Administration Staff Succession Plan is brought before the Commission for consideration.

Within the course of the next 18 to 30 months, Lander County Administration will experience turnover in a minimum of three (3) department head positions and at least one (1) critical staff position.

Recommended Action:

It is recommended that the Commission direct staff to continue development of a Lander County Administration Staff Succession Plan to bring before the Commission for approval prior to implementation.

LANDER COUNTY COMMISSION MEETING
May 24, 2012

AGENDA ITEM NO. 4

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding Lander County Courthouse/Administration Building Project Team and appointment of additional members and other matters properly-related thereto.

Public comment.

Background:

Expansion of the Lander County Courthouse/Administration Building Project Team from the current three (3) members to five (5) members is brought before the Commission for consideration.

The provisions of Nevada Revised Statutes (NRS) 338.1693(1) require that "the public body appoint a panel consisting of at least three (3) members, at least two of whom must have experience in the construction industry, to rank the proposals received by the public body..." The current Lander County Courthouse/Administration Building Project Team consists of Argenta Township Justice of the Peace Max Bunch, Commissioner Brian Garner and Executive Director Gene Etcheverry. It is proposed that the Project Team be expanded by two (2) positions and that those positions be filled by local residents having construction experience but not likely to be chosen as a subcontractor to the Project.

Recommended Action:

It is recommended that the Commission expand the membership on the Lander County Courthouse/Administration Building Project Team from three (3) to five (5) members and solicit letters of interest from residents of the County with experience in the construction industry.

LANDER COUNTY COMMISSION MEETING
May 24, 2012

AGENDA ITEM NO. 5

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding letter of resignation from Dennis D. Lundberg from the Kingston Town Board and other matters properly relating thereto.

Public comment.

Background:

The letter of resignation received from Mr. Dennis D. Lundberg from his position on the Kingston Town Board is presented for Commission consideration.

Mr. Lundberg has served on the Kingston Town Board for eight years.

Recommended Action:

It is recommended that the Commission accept the Letter of Resignation from Mr. Dennis D. Lundberg from his position on the Kingston Town Board.

To: June Manhire

From: Dennis Lundberg

Topic: Resignation

FILED

2012 MAY -9 AM 9:49

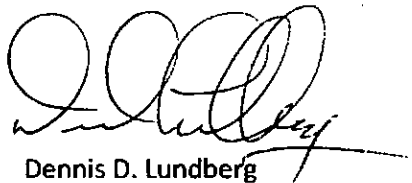
SADIE SULLIVAN
DIST. COURT CLERK

It is with regret that I tender my resignation as a member of the Kingston Town Board.

In the eight years as a member and past Chairman of this Board, I have never experienced such disrespect and physical threats to a member of the Kingston Town Board to the extent of forcing the resignation of a fine and ethical member in fear of his safety and welfare of his family.

Events in the last few months have made it impossible for me to continue in my position as a member of the Town Board. The Kingston Town Board's condoning, and even supporting, the oppressive actions of the Kingston Park Committee against the Kingston Village Baptist Church is simply unacceptable to me and approaches violation of separation of Church and State.

I will continue to work for the good of all Kingston property owners.



Dennis D. Lundberg

April 19, 2012

C.C. Lander County Commission

RECEIVED

MAY - 7 2012

COUNTY COMMISSION

5

To: June Manhire

From: Dennis Lundberg

Topic: Resignation

FILED

2012 MAY -9 AM 9:49

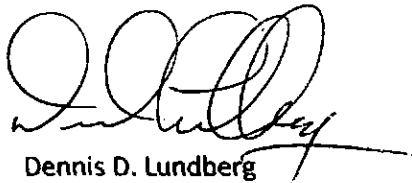
SADIE SULLIVAN
DIST. COURT CLERK

It is with regret that I tender my resignation as a member of the Kingston Town Board.

In the eight years as a member and past Chairman of this Board, I have never experienced such disrespect and physical threats to a member of the Kingston Town Board to the extent of forcing the resignation of a fine and ethical member in fear of his safety and welfare of his family.

Events in the last few months have made it impossible for me to continue in my position as a member of the Town Board. The Kingston Town Board's condoning, and even supporting, the oppressive actions of the Kingston Park Committee against the Kingston Village Baptist Church is simply unacceptable to me and approaches violation of separation of Church and State.

I will continue to work for the good of all Kingston property owners.



Dennis D. Lundberg

April 19, 2012

C.C. Lander County Commission

RECEIVED

MAY - 7 2012

COUNTY COMMISSION

LANDER COUNTY COMMISSION MEETING
May 24, 2012

AGENDA ITEM NO. 6

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding approval of contract/agreement with Young Electric Sign Company (YESCO) for the Battle Mountain Civic Center Sign and Electronic Message Center Project and sixty (60) month maintenance agreement, and other matters properly related thereto.

Public comment.

Background:

The Sale Agreement from Young Electric Sign Company (YESCO) for the Battle Mountain Civic Center Sign and Electronic Message Center Project and sixty (60) month Maintenance Agreement for the sign and electronic message center are brought before the Commission for consideration.

The Sale Agreement fully meets the terms set forth in the Request for Proposal and requires a 50 % (\$38,447.50) payment prior to manufacture of the sign and the remaining 50% (\$38,447.50) within thirty (30) days of completion of the Project.

The Maintenance Agreement will begin in force on September 1, 2012 and continue for a period of sixty months, terminating on August 31, 2017. Payments in the amount of \$275.00 per month are due on or before the first day of each month the Agreement is in force.

Recommended Action:

It is recommended that the Commission approve the Sale Agreement from Young Electric Sign Company (YESCO) for the Battle Mountain Civic Center Sign and Electronic Message Center Project and sixty (60) month Maintenance Agreement for the sign and electronic message center, authorize the Executive Director to sign both agreements and authorize payment of the initial 50% payment (\$38,447.50) to YESCO immediately.



1154 West Main Street
Elko, Nevada 89801

775-738-5710 Telephone
775-753-7678 Fax

May 16 2012

Mr. Gene Etcheverry
Lander County Executive Director
315 South Humboldt St.
Battle Mountain, NV 89820

Mr. Etcheverry,

Thank you for your recent acceptance of the bid placed by Yesco for the new sign structure at Battle Mountain Civic Center. We look forward to completing this project for you & seeing the finished product up & advertising.

I have enclosed here the original agreements both for the removal of the existing sign along with manufacture & installation of the new sign & the 60 month maintenance agreement per your letter dated May 14. I am currently securing the wet stamped engineering structural drawings & will provide an original to you along with a copy of the sign permit from Lander County once they are both in hand. I expect this process to take roughly 1 week.

Once you & the Board have had an opportunity to review & approve the agreements will you be able to place signatures on them where indicated? I have included here as well prints of the design options. Tara Love asked to see an option with the lower cabinet faces in a green background to match the green in the logo of the upper cabinet. This extra option was emailed to her today, if a determination can be reached on which option is to be used can you place a signature on that one as well?

Yesco generally asks for a down payment of ½ prior to the job being manufactured, as outlined on the agreement. The balance would be invoiced after completion of the project, payable within 30 days of receipt of invoice. Would those payment terms be acceptable to you?

Once again, thank you for choosing Yesco to undertake this project for Lander County. I am available at any time if any questions arise.

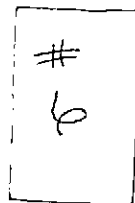
Sincerely,

Gordie Rogers
Branch Manager
Yesco
1154 W Main St.
Elko, NV 89801

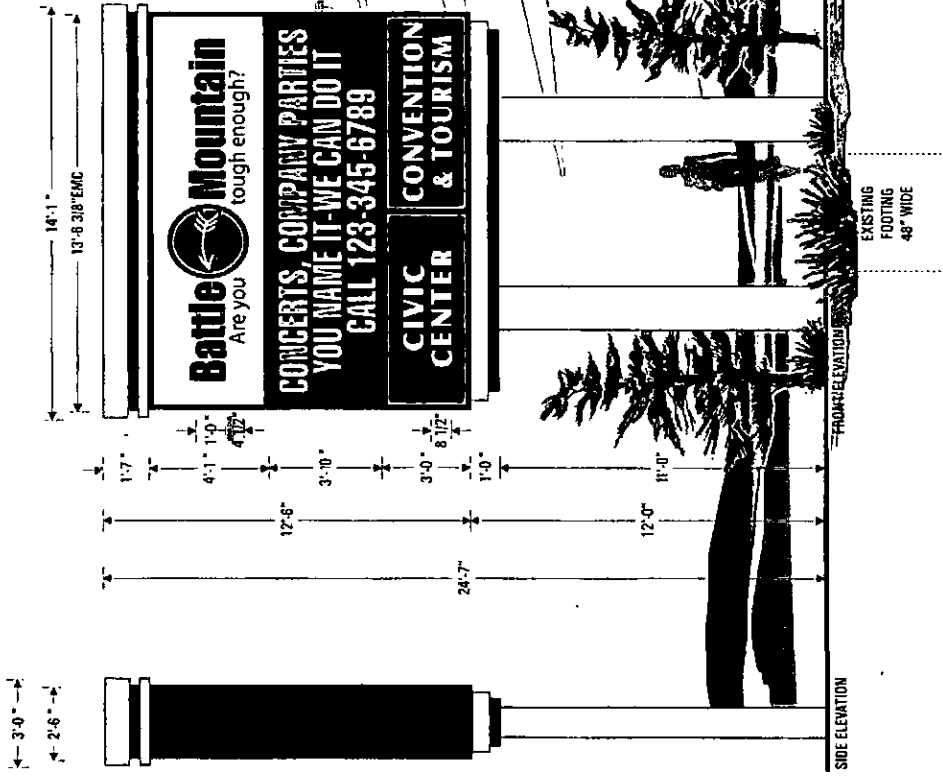
RECEIVED

MAY 17 2012

COUNTY COMMISSION



Client Approval ☒



1 NEW DIF PYLON SIGN SCALE: 3/4" = 1'-0"

Client Approval x_i

DOC # 0263948

05/24/2012

03:28 PM

Official Record

Recording requested By

LANDER COUNTY CLERK

Lander County - NV

Idonna Trevino - Recorder

Fee:

Page 1 of 5

RPTT:

Recorded By: TO

Book- 633 Page- 0226



0263948

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

**MAINTENANCE AGREEMENT BETWEEN LANDER COUNTY AND YESCO
FOR THE CIVIC CENTER SIGN**

TITLE OF DOCUMENT

*This page added to provide additional information required by NRS 111.312 Section 1-2.
This cover page must be typed or printed.*



Maintenance Agreement

Page 1 of 2

Upon acceptance by YESCO, this Maintenance Agreement ("Agreement") becomes effective on the Date Signed below, between YESCO LLC
of 1605 South Gramercy Road, Salt Lake City, UT, 84104 ("YESCO") and Lander County A Political Subdivision of the State of Nevada
a Political Subdivision of 315 South Humboldt Street, Battle Mountain, NV, 89820 ("Customer").

A. THE TERM OF THIS AGREEMENT ("Term") shall consist of 60 consecutive months beginning on the first day of September, 2012.

B. YESCO SHALL PROVIDE the Services described below in connection with the Sign(s) at the Location(s) described below, subject to the terms and conditions of this Agreement.

Sign(s) Location: Battle Mountain Civic Center, 625 S. Broad St., Battle Mountain, NV 89820

Description of Sign(s) and Services:

Provide lighting maintenance on double face 12'x14' pylon sign with electronic message center.

Reference drawing #41651-R1

YESCO WILL maintain and service the items listed above (hereinafter called the "Sign"), according to the terms hereof, by furnishing the maintenance services listed below:

Repair or replace defective tubes.

Replace broken tube holders.

Replace defective wiring within display.

Replace broken insulators.

Replace defective fuses or fuse blocks in sign.

Replace defective globes and sockets.

Replace defective ballast-type lamps and holders.

Replace defective ballasts.

Replace defective L.E.D.s (includes color recalibration).

Maintain remote electronic display computer.

Maintain host electronic display computer.

Clean electronic display every 12 months.

Payment Terms

1. CUSTOMER WILL PAY YESCO \$ 275.00, plus applicable sales tax (a "Monthly Payment"), on or before the first day of each calendar month during the term of this Agreement. Each Monthly Payment shall be paid in advance on or before the first day of each month, and except as otherwise provided herein shall be payable whether or not Customer uses or operates the Sign(s). All Monthly Payments shall be payable whether or not the Sign(s) are used or operated by Customer.

2. AS PART SECURITY for its performance hereunder, Customer has deposited with YESCO the sum of \$ 0.00. This deposit shall be returned to Customer upon the expiration of this Agreement, but only if Customer has timely and completely performed all of its obligations hereunder.



Maintenance Agreement

Page 2 of 2

1. **MAINTENANCE:** So long as all of Customer's Monthly Payments are current, and Customer is not in default as to any other obligations herein, YESCO shall maintain the Sign(s) in accordance with the terms of this Agreement. When the Sign(s) require repair, Customer shall so notify YESCO in writing, and YESCO shall, if practicable and unless otherwise provided herein, accomplish such repair within three (3) working days thereafter. If the Sign(s) are restored to normal operation within three (3) working days or such longer period of time as may be agreed upon by the parties, Customer shall be entitled to no reduction of Monthly Payments or any other claim for damages. If the Sign(s) are inoperable for more than three (3) working days (or such longer period as referenced above) following YESCO's receipt of written notice, Customer shall receive credit for a pro-rata share of the Monthly Payment attributable to the inoperative Sign(s) or components thereof for each additional hour during the time the Sign(s) remain inoperable. Customer shall have no other claim for damages. YESCO's maintenance obligation hereunder is limited to ordinary maintenance, and is inapplicable to damage or destruction. In the event that parts or materials necessary for YESCO's maintenance of the Sign(s) become impossible or unusually difficult or expensive to obtain, or in the event the Sign(s) or any components thereof become unusually difficult or unsafe to access, YESCO may cancel this Agreement, or with Customer's approval, ratably reduce the Monthly Payment and exclude from this Agreement the affected Sign(s) and/or components thereof. In the event that maintenance is performed on the Sign(s) by a third party without the authorization of YESCO, YESCO may, at its option, suspend its maintenance obligations hereunder without any reduction to the Monthly Payment.

2. **EXCLUSIONS:** YESCO shall not be responsible for (i) structural defects of any kind; (ii) radio or television interference; (iii) the replacement of light emitting diodes, neon tubing or other tubing because of color change or reduction of brilliance; (iv) work and materials that would be necessary to conform the Sign(s) to the National Electrical Code, Qualified Electrical Testing Laboratory specifications, and/or local requirements; and (v) electrical power and/or electrical equipment providing power to the Sign(s), including, but not limited to wiring, conduit, distribution boxes, fuses and over-current protection devices. YESCO is not an Exterior Insulation and Finish System ("EIFS") contractor, and if YESCO's responsibilities hereunder involve penetrations of EIFS, YESCO will seal such penetrations with products and procedures that are common in the sign industry—but which may not meet EIFS warranty requirements. YESCO shall thereafter have no responsibility for damage resulting from the penetrations. YESCO SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, AND NON-INFRINGEMENT.

3. **RISK OF LOSS, DAMAGE, OR DESTRUCTION:** YESCO shall have no obligation to repair damage occasioned by acts of vandalism, theft, terrorism, accident, casualty, civil disorder, electrical surge, fire, smoke, lightning, windstorm, hail, explosion, riot, vehicle or other collisions, war, earthquake, acts of God, insurrection, casualty, or the willful or negligent acts of persons other than employees of YESCO. In the event of destruction of the Sign(s), Customer may be released from its obligations under this Agreement upon Customer's payment of all amounts previously billed but unpaid, plus YESCO's standard rate charges for all services performed and goods furnished by YESCO, but not yet paid for at the time of destruction. Customer shall in no event be entitled to a rebate of or setoff against payments already made or due.

4. **DEFAULT:** Customer agrees that in the event it shall be in default in the payment of any money when due, or shall fail to perform any of its other obligations hereunder, or bankruptcy, receivership, assignment for benefit of creditors or other insolvency proceedings are commenced by or against Customer, YESCO shall have no further duty to maintain the Sign(s) and in addition thereto Customer shall, without notice, immediately be indebted to and hereby agrees to pay YESCO forthwith, liquidated damages for its breach hereunder in amount equal to the sum of 1) all previously billed but unpaid Monthly Payments, and 2) an amount equal to sixty percent (60%) of the Monthly Payments payable hereunder for the then remaining balance of the Term. The parties agree that the remedies for default herein are fair and reasonable compensation for the damage to YESCO resulting from Customer's breach and are not a penalty. YESCO's acceptance of a late payment(s) or forbearance of any other event of default shall not be construed as a waiver of YESCO's rights as to any subsequent late payment(s) or any other event of default.

5. **DISPUTES:** The parties agree to employ good faith efforts to amicably resolve any claims or disputes that may arise. If unsuccessful for any reason, at YESCO's sole option and upon YESCO's written notice to Customer, such claims or disputes may

be submitted to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in the county and state where the YESCO address set forth above is located. This Agreement shall be governed and construed in accordance with Utah law, without regard to its conflict of laws provisions. YESCO shall not be liable for incidental or consequential damages, including lost profits, irrespective of cause or theory. If YESCO places this Agreement with a collection agency or an attorney for collection or enforcement, Customer shall pay all costs and expenses arising therefrom, including reasonable attorneys' fees.

6. **INDEMNIFICATION:** Except to the extent of YESCO's negligence or willful misconduct, Customer shall indemnify, defend, and hold harmless YESCO and its officers, directors, employees, agents, and subcontractors from any and all claims, costs (including reasonable attorney's fees), damages, and liabilities, at law or in equity arising out of or related to this Agreement or Customer's use of the Sign(s). This paragraph shall survive the expiration or earlier termination of this Agreement.

7. **TRANSFERS AND ASSIGNMENT:** If Customer determines to sell or otherwise transfer ownership (or other rights) to its business assets, the Sign(s), or the real property on which the Sign(s) are located, Customer shall deliver to YESCO written notice of such intention at least thirty (30) days prior to closing. At the time of closing and with proceeds therefrom, Customer shall pay to YESCO an amount equal to the sum of items 1) and 2) of Section 4 above, unless YESCO has previously agreed in writing to Customer's assignment of this Agreement.

All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties, including, if applicable, successors to Customer's interests in the Sign(s), the real property upon which the Sign(s) are located, and any successor owners of interests in any of Customer's business assets. Customer may transfer its interests, rights, and obligations in this Agreement only upon the prior written consent of YESCO. YESCO may freely transfer its interests, rights, and obligations in this Agreement.

8. **CUSTOMER'S SPECIAL DUTIES:** Customer shall obtain for, does warrant to, and shall maintain for YESCO full rights, including rights of access, ingress, and egress, to safely maintain the Sign(s) free and clear of lien, encumbrance, or claim of trespass. Customer shall indemnify YESCO against and hold YESCO harmless from damage or expense resulting from a breach of this provision. Customer shall pay all charges for electrical service, and shall provide all necessary reinforcements to any previously existing building, pole, base, or any other object or surface on which the Sign(s) are or will be installed, or which will be utilized by YESCO in the maintenance thereof. Customer will advise YESCO in writing of all cellular antennae, microwave, and other equipment or hazards that may be dangerous to workers. YESCO's performance is subject to Customer securing or otherwise rendering safe all such dangers whenever YESCO's employees will be in the area.

9. MISCELLANEOUS PROVISIONS:

A. No statements made by YESCO's account executive(s) shall be binding unless incorporated herein in writing. Although this Agreement may be signed by YESCO's account executive(s), this Agreement shall not be binding upon YESCO for any purpose until an executive officer or another authorized agent of YESCO accepts this Agreement for YESCO by signing below.

B. Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of eighteen (18) percent or the maximum rate allowed by law.

C. Performance by YESCO shall be subject to delay by strikes, breakage, fires, unforeseen commercial delays, insurrections, wars, acts of terror, acts of God, governmental regulations, or other causes beyond YESCO's reasonable control.

D. Customer acknowledges that government authorization to maintain the Sign(s) may be revoked or terminated. Customer will not be released from its payment obligations herein if the Sign(s) are installed at a location deemed to be illegal, or if government authorization is revoked or terminated. Customer shall pay all costs incurred to comply with future federal, state, or local regulations, or authoritative interpretations thereof.

E. YESCO's listing of contractor's licenses available on the Internet at <http://www.yesco.com/licenses.html> is incorporated by reference herein.

This document is a complete integration and final expression of the agreement between YESCO and Customer, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

IN WITNESS WHEREOF, CUSTOMER ACKNOWLEDGES THAT THIS DOCUMENT HAS BEEN READ, IS UNDERSTOOD, AND AGREES TO BE BOUND BY THE SAME.

Lander County A Political Subdivision of the State of Nevada

Customer

Dean Bullock
By Chairman Dean Bullock
Executive Director Gene P. Etchevery
Title Printed Name

Date Signed 5/24/12

For value received, payment and performance by Customer is unconditionally and personally guaranteed by: _____ (no title)

Gordie Rogers

Account Executive

Accepted for YESCO:

By

Title

Printed Name

YESCO Agreement Number



ADDENDUM #1 TO MAINTENANCE AGREEMENT

This ADDENDUM #1 to the MAINTENANCE AGREEMENT dated May 24, 2012, is made by and between LANDER COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as Lander County, and YESCO, LLC., hereinafter referred to as YESCO.

RECITALS

WHEREAS, it is in the public interest for Lander County to erect an electric message center on Lander County property in order to convey public events and other important information to the citizens of Lander County;

WHEREAS, YESCO desires maintain that electric message center for Lander County;

WHEREAS, Lander County and YESCO entered into a MAINTENANCE AGREEMENT on May 24, 2012 and now mutually desire to amend that agreement; and

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

TERMS AND CONDITIONS

1. Amendment:

- a. Paragraph 5 of the MAINTENANCE AGREEMENT between Lander County and YESCO, dated May 24, 2012, is hereby amended to state:

12. DISPUTES: The parties agree to employ good faith efforts to amicably resolve any claims or disputes that may arise. If unsuccessful for any reason, upon written notice to the other party, either party may submit the claim or dispute to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in the Sixth Judicial District Court of the State of Nevada. This Agreement shall be governed and construed in accordance with Nevada Law, without regard to its conflict of law provisions. YESCO shall not be liable for incidental or consequential damages, including lost profits, irrespective of cause or theory. Should either party be required to pursue legal action to enforce the terms and conditions of this agreement, the prevailing party shall be entitled reasonable attorney fees and court costs.



0263947

Book: 633
Page: 22505/24/2012
Page: 5 of 5

IN WITNESS THEREOF, the parties hereto have executed this Addendum #1 as of the signatures indicated below:

LANDER COUNTY

LANDER COUNTY BOARD OF COMMISSIONERS

By: Dean Bullock
DEAN BULLOCK, Chair

Date: 05/24/12

Attest:

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

YESCO

By: Gordie Rogers
GORDIE ROGERS, Account Executive

Date: 5-23-12

DOC # 0263947

05/24/2012

03:26 PM

Official Record

Recording requested By

LANDER COUNTY CLERK

Lander County - NV

Idonna Trevino - Recorder

Fee:

Page 1 of 5

RPTT:

Recorded By: TO

Book- 633 Page- 0221



0263947

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

SALE AGREEMENT BETWEEN LANDER COUNTY AND YESCO

FOR THE CIVIC CENTER SIGN

TITLE OF DOCUMENT

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

This cover page must be typed or printed.



Sale Agreement

Page 1 of 2

Upon acceptance by YESCO, this Sale Agreement ("Agreement") becomes effective on the Date Signed below, between YESCO LLC, of 1605 South Gramercy Road, Salt Lake City, UT, 84104 ("YESCO") and Lander County A Political Subdivision of the State of Nevada, a Political Subdivision of 315 South Humboldt Street, Battle Mountain, NV, 89820 ("Customer"). YESCO HEREBY SELLS TO CUSTOMER the display(s) described below (the "Sign(s)") and Customer hereby purchases the same from YESCO under the conditions set forth below.

Sign(s) Location: Battle Mountain Civic Center 265 S. Broad St. Battle Mountain, NV 89820

Sign(s) Description/Scope of Work:

Remove existing pylon sign to grade, discard. Weld steel plates into old structure holes flush with grade. Manufacture & install 1- double face pylon sign at 24'7" overall height with 20 mm electronic message center. EMC to be 48x192 matrix with wireless communication. Provide on site operator training. Connect to primary power supply at site. Reference drawing #41651-R1

Payment Terms

A. CUSTOMER SHALL PAY YESCO the amount of \$ 76,895.00, plus applicable sales tax of \$ 0.00, for a total sale price of \$ 76,895.00.
B. CONCURRENT WITH CUSTOMER'S EXECUTION OF THIS AGREEMENT Customer shall deliver to YESCO a down payment of \$ 38,447.50. The remaining balance of \$ 38,447.50 shall be paid as follows:
Customer shall pay YESCO with the following payments: \$0.00 due upon completion of fabrication, \$0.00 due upon installation and \$38,447.50 due 30 days after installation.

C. SPECIAL PAYMENT PROVISIONS:

Sales tax is included in payment.

General Terms and Conditions

1. **INSTALLATION:** Work beyond that contemplated herein will be required if YESCO encounters subsurface or concealed conditions which are extraordinary or unexpected such as subsurface water, caliche, rock, utilities, or pipelines. Customer shall compensate YESCO for such additional work on a time and materials basis at YESCO's standard rates. Further, YESCO shall not be responsible for damage to underground pipes, sewer lines, sprinkling systems, or any other underground obstructions unless notified of them in writing prior to commencement of work. Absent such written notification, Customer shall pay for any resulting damage. YESCO is not an Exterior Insulation and Finish System ("EIFS") contractor, and if YESCO's responsibilities hereunder involve penetrations of EIFS, YESCO will seal such penetrations with products and procedures that are common in the sign industry—but which may not meet EIFS warranty requirements. YESCO shall thereafter have no responsibility for damage resulting from the penetrations. If the Sign(s) cannot, for any reason other than fault of YESCO, be installed on the premises for which the Sign(s) are ordered or be connected to appropriate electrical power when YESCO is ready to install or connect the same, Customer's payment obligations shall immediately accrue unless a specific and subsequent payment date is specified elsewhere in this Agreement.

2. **INSPECTION:** Customer shall carefully inspect the Sign(s) within ten (10) calendar days after installation. If the Sign(s) do not meet the requirements set forth in this Agreement, or if the Sign(s) have any defect in manufacture, installation, or operation, Customer shall forthwith, and in no event more than five (5) calendar days thereafter, give YESCO written notice of the nonconformance or defect claimed. ABSENCE OF SUCH WRITTEN NOTICE SHALL BE CONCLUSIVE EVIDENCE THAT THE SIGN(S) ARE ACCEPTABLE TO CUSTOMER AS INSTALLED. If the Sign(s) are delivered by a third party carrier, before moving the Sign(s) from the place of delivery Customer shall inspect the Sign(s) and promptly notify YESCO and the carrier if any damage exists. If damage exists Customer shall retain the packing materials and otherwise comply with all requirements necessary to preserve all claims against the carrier. If Customer or its agent moves the Sign(s) before inspecting the Sign(s), accepts the Sign(s) in a damaged condition, or otherwise fails to comply with the requirements of this paragraph, YESCO shall have no responsibility for defects notwithstanding the warranty set forth below.

3. **WARRANTY:** YESCO warrants that the Sign(s) will be free from material defects in workmanship and materials for a period of one year from the date of delivery. This warranty excludes damage caused by accident, abuse, misuse, misapplication of electricity, or casualty. YESCO SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES

OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR, FITNESS FOR PURPOSE. At YESCO's election, YESCO will repair or replace any part of the Sign(s) that proves to be materially defective.

4. **MAINTENANCE:** At its sole cost and expense, Customer agrees to maintain the Sign(s) in good repair and condition, and free and clear of all liens and encumbrances until all of Customer's obligations herein have been fully satisfied. Customer shall declare as required, and pay when due all assessments including taxes, fees, charges, and associated penalties and interest. If YESCO, at its option, pays any such assessments, Customer shall immediately reimburse YESCO therefor.

5. **INSURANCE:** Until Customer's obligations herein are fully satisfied, at its sole cost and expense, Customer shall maintain insurance that is 1) "special" property or "all risk" inland marine insurance coverage on the Sign(s), in an amount not less than the retail price of the Sign(s), and also 2) commercial general liability insurance in the amount required by YESCO, which in no event shall be less than one million dollars (\$1,000,000.00). All such policies shall (a) be written with insurers having an A.M. Best Rating of "A" or better, (b) provide primary coverage to YESCO, (c) name YESCO and its officers, directors, employees, and agents as additional insureds, and YESCO as loss payee, (d) prohibit cancellation or modification without at least thirty (30) days prior written notice to YESCO, and (e) waive subrogation rights against YESCO and its officers, directors, employees, and agents. Within thirty (30) days of the finalization of this Agreement if practicable, but in no event later than the date YESCO is ready to deliver the Sign(s), Customer shall deliver to YESCO certificates of insurance that verify the existence of all requirements set forth above. YESCO may delay delivery of the Sign(s) until the required certificates of insurance are received. Customer hereby appoints YESCO as Customer's attorney-in-fact with full authority to make claims, receive payments, and endorse documents, checks or drafts as expedient to secure payment due under the policies referenced above. If Customer fails to obtain and/or maintain in force insurance policies as required, YESCO has the right, but not the obligation, to obtain such coverage and Customer shall immediately reimburse YESCO for all premiums and expenses, and thereafter timely pay all premiums therefor.

6. **RISK OF LOSS, DAMAGE OR DESTRUCTION:** Except to the extent of damage caused by the negligent or otherwise wrongful acts of YESCO's employees or agents, Customer shall bear all risk of loss or damage to the Sign(s), including, without limitation, loss or damage caused by seizure, casualty, vandalism, terrorism, accident, theft, riot, strike, insurrection, war, fire, and acts of God.



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7. **LIENS AND TAXES:** Until Customer's obligations herein are fully satisfied, at its sole cost and expense, Customer shall maintain the Sign(s) free and clear of all levies, liens, and encumbrances. Customer shall declare as required, and pay when due all taxes, fees, assessments, charges, and all associated penalties and interest (collectively "Assessments"). If YESCO, at its option, pays any Assessments, Customer shall immediately reimburse YESCO therefor.

8. **SECURITY INTEREST:** The parties agree that until Customer's obligations herein are fully satisfied, the Sign(s) shall remain YESCO's property, free of any ownership claim by Customer, the owner of any adjacent realty, or the creditors of either. YESCO may display decals or other notices on the Sign(s) to indicate YESCO's ownership, and Customer shall not permit their removal or concealment. To secure performance of Customer's obligations hereunder, including, without limitation all of Customer's payment obligations, Customer hereby grants to YESCO a security interest in the Sign(s) and permission to perfect, assign, amend, continue, and terminate the security interest in any way allowed by applicable law, both as to personal property and as to fixtures.

9. **DEFAULT:** If Customer defaults on any obligation herein before the Sign(s) are delivered or before YESCO is ready to install the Sign(s), whichever first occurs, Customer shall immediately pay to YESCO as liquidated damages, YESCO's full retail price (calculated at YESCO's standard rates) for all labor, materials, and related support and overhead then incurred, and any additional lost profits suffered by YESCO as a result of Customer's default. Related support and overhead shall include, for example, and without limitation, costs incurred by YESCO for commissions, estimating, designs, engineering, layout, permits, and subcontractor costs. If Customer defaults in the payment of any installment when due, or fails to perform any other obligation herein after delivery of the Sign(s) or after YESCO is ready to install the Sign(s), whichever first occurs, or if at any time bankruptcy, receivership, or other insolvency proceedings are commenced by or against Customer shall, without notice, become obligated to immediately pay to YESCO an amount equal to the sum of 1) all previously billed but unpaid installments, and 2) all unbilled remaining installments and other payments owed to YESCO hereunder. The parties agree that the remedies for default herein are fair and reasonable compensation for the damage to YESCO resulting from Customer's breach and are not a penalty. YESCO's acceptance of a late payment(s) or forbearance of any other event of default shall not be construed as a waiver of YESCO's rights as to any subsequent late payment(s) or any other event of default.

10. **REPOSSESSION:** If Customer fails to pay any installment when due or otherwise defaults in any of its obligations herein, YESCO may terminate this Agreement and may (but has no obligation to) repossess the Sign(s) or any component(s) thereof, without resort to judicial process, and without liability for trespass. YESCO's right of repossession includes the right to remove the Sign(s), and also to disconnect or otherwise render the Sign(s) unusable. Repossession is not an acceptance of Customer's surrender of the Sign(s), and shall not require patching, painting, touch up, etc. afterwards. The Sign(s) are of special construction, made for the uses and purposes of Customer and no other, and except as used by Customer the Sign(s) may have no value. YESCO's rights of termination and repossession shall be in addition to and not as alternative to YESCO's right to its other remedies herein and any other remedy available at law or in equity.

11. **INDEMNIFICATION:** Except to the extent of YESCO's negligence or willful misconduct, Customer shall indemnify, defend, and hold harmless YESCO and its officers, directors, employees, agents, and subcontractors from any and all claims, costs, expenses (including reasonable attorney's fees), damages, and liabilities, at law or in equity arising out of or related to this Agreement or Customer's use of the Sign(s). This paragraph shall survive the expiration or earlier termination of this Agreement.

12. **DISPUTES:** The parties agree to employ good faith efforts to amicably resolve any claims or disputes that may arise. If unsuccessful for any reason, at YESCO's sole option and upon YESCO's written notice to Customer, such claims or disputes may be submitted to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in the county and state where the YESCO address set forth above is located. This Agreement shall be governed and construed in accordance with Utah law, without regard to its conflict of laws provisions. YESCO shall not be liable for incidental or consequential damages, including lost profits, irrespective of cause or theory. If YESCO places this Agreement with a collection agency or an attorney for collection or enforcement, Customer shall pay all costs and expenses resulting therefrom, including reasonable attorneys' fees.

13. **LIMITED SOFTWARE LICENSE:** If the Sign(s) include electronic message display software, Customer is granted a limited license to use it strictly in accordance with the terms and conditions of the Limited License Agreement that is incorporated herein by reference and that is available for review on the Internet at <http://www.yesco.com/license.htm>. Customer agrees to use the software only in accordance with such terms

and conditions.

14. **POSSESSION, TRANSFERS, AND ASSIGNMENT:** Until Customer's obligations herein are fully satisfied, Customer shall keep the Sign(s) in its sole possession and control, and shall not allow the Sign(s) to be modified, relocated, removed, or otherwise tampered with in any way without YESCO's prior written consent. If Customer determines to sell or otherwise transfer ownership (or other rights) to its business assets, the Sign(s), or the real property on which the Sign(s) are located, Customer shall deliver to YESCO written notice of such intention at least thirty (30) days prior to closing. At the time of closing and with proceeds therefrom, Customer shall pay to YESCO all amounts then outstanding and all unbilled remaining amounts owed to YESCO hereunder, unless YESCO has previously agreed in writing to Customer's assignment of this Agreement.

All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties, including, if applicable, successors to Customer's interests in the Sign(s), the real property upon which the Sign(s) are located, and any successor owners of interests in any of Customer's business assets. Customer may transfer its interests, rights, and obligations in this Agreement only upon the prior written consent of YESCO. YESCO may freely transfer its interests, rights, and obligations in this Agreement.

15. **CUSTOMER'S SPECIAL DUTIES:** Customer shall obtain for, does warrant to, and shall maintain for YESCO full rights, including rights of access, ingress, and egress, to safely install the Sign(s) on the premises for which the Sign(s) are ordered, and to disconnect, render unusable, and/or remove the same, or any component or part thereof, free and clear of lien, encumbrance, or claim of trespass. Customer shall indemnify YESCO against and hold YESCO harmless from damage or expense resulting from a breach of this provision. At its own expense Customer shall furnish and maintain power lines and electrical controls of suitable capacity to operate the Sign(s), and shall install the same as designated by YESCO ready and in place for connection to the Sign(s) at the intended time of installation. Customer shall pay all charges for electrical service, and shall provide all necessary reinforcements to any previously existing building, pole, base, or any other object or surface on which the Sign(s) will be installed, or which will be utilized by YESCO in the installation thereof. Customer will advise YESCO in writing of all cellular antennas, microwave, and other equipment or hazards that may be dangerous to workers. YESCO's performance is subject to Customer securing or otherwise rendering safe all such dangers whenever YESCO's employees will be in the area.

16. MISCELLANEOUS PROVISIONS:

A. No statements made by YESCO's account executive(s) shall be binding unless incorporated herein in writing. Although this Agreement may be signed by YESCO's account executive(s), this Agreement shall not be binding upon YESCO for any purpose until an executive officer or another authorized agent of YESCO accepts this Agreement for YESCO by signing below.

B. Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of eighteen (18) percent or the maximum rate allowed by law.

C. Performance by YESCO shall be subject to delay by strikes, breakage, fires, unforeseen commercial delays, insurrections, wars, acts of terror, acts of God, governmental regulations, or other causes beyond YESCO's reasonable control.

D. YESCO shall not be responsible for radio or television interference, nor for the replacement of light emitting diodes, neon tubing or other tubing because of color change or reduction of brilliance.

E. Customer acknowledges that government authorization to install and maintain the Sign(s) may be revoked or terminated. Customer will not be released from its payment obligations herein if at Customer's direction the Sign(s) are installed at a location deemed to be illegal, or if government authorization is revoked or terminated. Customer shall pay all costs incurred to comply with future federal, state, or local regulations, or authoritative interpretations thereof.

F. YESCO's listing of contractor's licenses available on the Internet at <http://www.yesco.com/licenses.html> is incorporated by reference herein.

G. All designs and artwork provided by YESCO shall remain the sole property of YESCO. Customer's use of such designs and artwork or any facsimile thereof, beyond their inclusion in the Sign(s), is prohibited without YESCO's prior written consent. YESCO, at its discretion may utilize images of the Sign(s) in its publications and advertising.

This document is a complete integration and final expression of the agreement between YESCO and Customer, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

IN WITNESS WHEREOF, CUSTOMER ACKNOWLEDGES THAT THIS DOCUMENT HAS BEEN READ, IS UNDERSTOOD, AND AGREES TO BE BOUND BY THE SAME.

Lander County A Political Subdivision of the State of Nevada
Customer

Dean Bullock

By *Chairman* *Dean Bullock*
Executive Director *Gene P. Elcheverry*

Title Printed Name

Date Signed *5/24/12*

For value received, payment and performance by Customer is unconditionally and personally guaranteed by: _____ (not/due)

Gordie Rogers
Account Executive

Accepted for YESCO:

By

Title

Printed Name

YESCO Agreement Number



ADDENDUM #1 TO SALE AGREEMENT

This ADDENDUM #1 to the SALE AGREEMENT dated May 24, 2012, is made by and between LANDER COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as Lander County, and YESCO, LLC., hereinafter referred to as YESCO.

RECITALS

WHEREAS, it is in the public interest for Lander County to erect an electric message center on Lander County property in order to convey public events and other important information to the citizens of Lander County;

WHEREAS, YESCO desires to sell Lander County an electric message center and further desires to install that electric message center for Lander County;

WHEREAS, Lander County and YESCO entered into a SALE AGREEMENT on May 24, 2012 and now mutually desire to amend that agreement; and

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

TERMS AND CONDITIONS

1. **Amendment:**

- a. Paragraph 12 of the SALE AGREEMENT between Lander County and YESCO, dated May 24, 2012, is hereby amended to state:

12. DISPUTES: The parties agree to employ good faith efforts to amicably resolve any claims or disputes that may arise. If unsuccessful for any reason, upon written notice to the other party, either party may submit the claim or dispute to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in the Sixth Judicial District Court of the State of Nevada. This Agreement shall be governed and construed in accordance with Nevada Law, without regard to its conflict of law provisions. YESCO shall not be liable for incidental or consequential damages, including lost profits, irrespective of cause or theory. Should either party be required to pursue legal action to enforce the terms and conditions of this agreement, the prevailing party shall be entitled reasonable attorney fees and court costs.



IN WITNESS THEREOF, the parties hereto have executed this Addendum #1 as of the signatures indicated below:

LANDER COUNTY

LANDER COUNTY BOARD OF COMMISSIONERS

By: Dean Bullock Date: 5/24/12
DEAN BULLOCK, Chair

Attest:

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

YESCO

By: Gordie Rogers Date: 5-23-12
GORDIE ROGERS, Account Executive



Sale Agreement

Page 1 of 2

Upon acceptance by YESCO, this Sale Agreement ("Agreement") becomes effective on the Date Signed below, between YESCO LLC, of 1605 South Gramercy Road, Salt Lake City, UT, 84104 ("YESCO") and Lander County, Nevada, a Sole Proprietor of 315 South Humboldt Street, Battle Mountain, NV, 89820 ("Customer").

YESCO HEREBY SELLS TO CUSTOMER the display(s) described below (the "Sign(s)") and Customer hereby purchases the same from YESCO under the conditions set forth below.

Sign(s) Location: Battle Mountain Civic Center 265 S. Broad St. Battle Mountain, NV 89820

Sign(s) Description/Scope of Work:

Remove existing pylon sign to grade, discard. Weld steel plates into old structure holes flush with grade. Manufacture & install 1- double face pylon sign at 24'7" overall height with 20 mm electronic message center. EMC to be 48x192 matrix with wireless communication. Provide on site operator training. Connect to primary power supply at site. Reference drawing #41651-R1

Payment Terms

A. CUSTOMER SHALL PAY YESCO the amount of \$ 76,895.00, plus applicable sales tax of \$ 0.00, for a total sale price of \$ 76,895.00.

B. CONCURRENT WITH CUSTOMER'S EXECUTION OF THIS AGREEMENT Customer shall deliver to YESCO a down payment of \$ 38,447.50. The remaining balance of \$ 38,447.50 shall be paid as follows:

Customer shall pay YESCO with the following payments: \$0.00 due upon completion of fabrication, \$0.00 due upon installation and \$38,447.50 due 30 days after installation.

C. SPECIAL PAYMENT PROVISIONS:

Sales tax is included in payment.

General Terms and Conditions

1. **INSTALLATION:** Work beyond that contemplated herein will be required if YESCO encounters subsurface or concealed conditions which are extraordinary or unexpected such as subsurface water, caliche, rock, utilities, or pipelines. Customer shall compensate YESCO for such additional work on a time and materials basis at YESCO's standard rates. Further, YESCO shall not be responsible for damage to underground pipes, sewer lines, sprinkling systems, or any other underground obstructions unless notified of them in writing prior to commencement of work. Absent such written notification, Customer shall pay for any resulting damage. YESCO is not an Exterior Insulation and Finish System ("EIFS") contractor, and if YESCO's responsibilities hereunder involve penetrations of EIFS, YESCO will seal such penetrations with products and procedures that are common in the sign industry—but which may not meet EIFS warranty requirements. YESCO shall thereafter have no responsibility for damage resulting from the penetrations. If the Sign(s) cannot, for any reason other than fault of YESCO, be installed on the premises for which the Sign(s) are ordered or be connected to appropriate electrical power when YESCO is ready to install or connect the same, Customer's payment obligations shall immediately accrue unless a specific and subsequent payment date is specified elsewhere in this Agreement.

2. **INSPECTION:** Customer shall carefully inspect the Sign(s) within ten (10) calendar days after installation. If the Sign(s) do not meet the requirements set forth in this Agreement, or if the Sign(s) have any defect in manufacture, installation, or operation, Customer shall forthwith, and in no event more than five (5) calendar days thereafter, give YESCO written notice of the nonconformance or defect claimed. ABSENCE OF SUCH WRITTEN NOTICE SHALL BE CONCLUSIVE EVIDENCE THAT THE SIGN(S) ARE ACCEPTABLE TO CUSTOMER AS INSTALLED. If the Sign(s) are delivered by a third party carrier, before moving the Sign(s) from the place of delivery Customer shall inspect the Sign(s) and promptly notify YESCO and the carrier if any damage exists. If damage exists Customer shall retain the packing materials and otherwise comply with all requirements necessary to preserve all claims against the carrier. If Customer or its agent moves the Sign(s) before inspecting the Sign(s), accepts the Sign(s) in a damaged condition, or otherwise fails to comply with the requirements of this paragraph, YESCO shall have no responsibility for defects notwithstanding the warranty set forth below.

3. **WARRANTY:** YESCO warrants that the Sign(s) will be free from material defects in workmanship and materials for a period of one year from the date of delivery. This warranty excludes damage caused by accident, abuse, misuse, misapplication of electricity, or casualty. YESCO SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES

OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR, FITNESS FOR PURPOSE. At YESCO's election, YESCO will repair or replace any part of the Sign(s) that proves to be materially defective.

4. **MAINTENANCE:** At its sole cost and expense, Customer agrees to maintain the Sign(s) in good repair and condition, and free and clear of all liens and encumbrances until all of Customer's obligations herein have been fully satisfied. Customer shall declare as required, and pay when due all assessments including taxes, fees, charges, and associated penalties and interest. If YESCO, at its option, pays any such assessments, Customer shall immediately reimburse YESCO therefor.

5. **INSURANCE:** Until Customer's obligations herein are fully satisfied, at its sole cost and expense, Customer shall maintain insurance that is 1) "special" property or "all risk" inland marine insurance coverage on the Sign(s), in an amount not less than the retail price of the Sign(s), and also 2) commercial general liability insurance in the amount required by YESCO, which in no event shall be less than one million dollars (\$1,000,000.00). All such policies shall (a) be written with insurers having an A.M. Best Rating of "A" or better, (b) provide primary coverage to YESCO, (c) name YESCO and its officers, directors, employees, and agents as additional insureds, and YESCO as loss payee, (d) prohibit cancellation or modification without at least thirty (30) days prior written notice to YESCO, and (e) waive subrogation rights against YESCO and its officers, directors, employees, and agents. Within thirty (30) days of the finalization of this Agreement if practicable, but in no event later than the date YESCO is ready to deliver the Sign(s), Customer shall deliver to YESCO certificates of insurance that verify the existence of all requirements set forth above. YESCO may delay delivery of the Sign(s) until the required certificates of insurance are received. Customer hereby appoints YESCO as Customer's attorney-in-fact with full authority to make claims, receive payments, and endorse documents, checks or drafts as expedient to secure payment due under the policies referenced above. If Customer fails to obtain and/or maintain in force insurance policies as required, YESCO has the right, but not the obligation, to obtain such coverage and Customer shall immediately reimburse YESCO for all premiums and expenses, and thereafter timely pay all premiums therefor.

6. **RISK OF LOSS, DAMAGE OR DESTRUCTION:** Except to the extent of damage caused by the negligent or otherwise wrongful acts of YESCO's employees or agents, Customer shall bear all risk of loss or damage to the Sign(s), including, without limitation, loss or damage caused by seizure, casualty, vandalism, terrorism, accident, theft, riot, strike, insurrection, war, fire, and acts of God.

7. **LIENS AND TAXES:** Until Customer's obligations herein are fully satisfied, at its sole cost and expense, Customer shall maintain the Sign(s) free and clear of all levies, liens, and encumbrances. Customer shall declare as required, and pay when due all taxes, fees, assessments, charges, and all associated penalties and interest (collectively "Assessments"). If YESCO, at its option, pays any Assessments, Customer shall immediately reimburse YESCO therefor.

8. **SECURITY INTEREST:** The parties agree that until Customer's obligations herein are fully satisfied, the Sign(s) shall remain YESCO's property, free of any ownership claim by Customer, the owner of any adjacent realty, or the creditors of either. YESCO may display decals or other notices on the Sign(s) to indicate YESCO's ownership, and Customer shall not permit their removal or concealment. To secure performance of Customer's obligations hereunder, including, without limitation all of Customer's payment obligations, Customer hereby grants to YESCO a security interest in the Sign(s) and permission to perfect, assign, amend, continue, and terminate the security interest in any way allowed by applicable law, both as to personal property and as to fixtures.

9. **DEFAULT:** If Customer defaults on any obligation herein before the Sign(s) are delivered or before YESCO is ready to install the Sign(s), whichever first occurs, Customer shall immediately pay to YESCO as liquidated damages, YESCO's full retail price (calculated at YESCO's standard rates) for all labor, materials, and related support and overhead then incurred, and any additional lost profits suffered by YESCO as a result of Customer's default. Related support and overhead shall include, for example, and without limitation, costs incurred by YESCO for commissions, estimating, designs, engineering, layout, permits, and subcontractor costs. If Customer defaults in the payment of any installment when due, or fails to perform any other obligation herein after delivery of the Sign(s) or after YESCO is ready to install the Sign(s), whichever first occurs, or if at any time bankruptcy, receivership, or other insolvency proceedings are commenced by or against Customer shall, without notice, become obligated to immediately pay to YESCO an amount equal to the sum of 1) all previously billed but unpaid installments, and 2) all unbilled remaining installments and other payments owed to YESCO hereunder. The parties agree that the remedies for default herein are fair and reasonable compensation for the damage to YESCO resulting from Customer's breach and are not a penalty. YESCO's acceptance of a late payment(s) or forbearance of any other event of default shall not be construed as a waiver of YESCO's rights as to any subsequent late payment(s) or any other event of default.

10. **REPOSSESSION:** If Customer fails to pay any installment when due or otherwise defaults in any of its obligations herein, YESCO may terminate this Agreement and may (but has no obligation to) repossess the Sign(s) or any component(s) thereof, without resort to judicial process, and without liability for trespass. YESCO's right of repossession includes the right to remove the Sign(s), and also to disconnect or otherwise render the Sign(s) unusable. Repossession is not an acceptance of Customer's surrender of the Sign(s), and shall not require patching, painting, touch up, etc. afterwards. The Sign(s) are of special construction, made for the uses and purposes of Customer and no other, and except as used by Customer the Sign(s) may have no value. YESCO's rights of termination and repossession shall be in addition to and not as alternative to YESCO's right to its other remedies herein and any other remedy available at law or in equity.

11. **INDEMNIFICATION:** Except to the extent of YESCO's negligence or willful misconduct, Customer shall indemnify, defend, and hold harmless YESCO and its officers, directors, employees, agents, and subcontractors from any and all claims, costs, expenses (including reasonable attorney's fees), damages, and liabilities, at law or in equity arising out of or related to this Agreement or Customer's use of the Sign(s). This paragraph shall survive the expiration or earlier termination of this Agreement.

12. **DISPUTES:** The parties agree to employ good faith efforts to amicably resolve any claims or disputes that may arise. If unsuccessful for any reason, at YESCO's sole option and upon YESCO's written notice to Customer, such claims or disputes may be submitted to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in the county and state where the YESCO address set forth above is located. This Agreement shall be governed and construed in accordance with Utah law, without regard to its conflict of laws provisions. YESCO shall not be liable for incidental or consequential damages, including lost profits, irrespective of cause or theory. If YESCO places this Agreement with a collection agency or an attorney for collection or enforcement, Customer shall pay all costs and expenses resulting therefrom, including reasonable attorneys' fees.

13. **LIMITED SOFTWARE LICENSE:** If the Sign(s) include electronic message display software, Customer is granted a limited license to use it strictly in accordance with the terms and conditions of the Limited License Agreement that is incorporated herein by reference and that is available for review on the Internet at <http://www.yesco.com/license.htm>. Customer agrees to use the software only in accordance with such terms

and conditions.

14. **POSSESSION, TRANSFERS, AND ASSIGNMENT:** Until Customer's obligations herein are fully satisfied, Customer shall keep the Sign(s) in its sole possession and control, and shall not allow the Sign(s) to be modified, relocated, removed, or otherwise tampered with in any way without YESCO's prior written consent. If Customer determines to sell or otherwise transfer ownership (or other rights) to its business assets, the Sign(s), or the real property on which the Sign(s) are located, Customer shall deliver to YESCO written notice of such intention at least thirty (30) days prior to closing. At the time of closing and with proceeds therefrom, Customer shall pay to YESCO all amounts then outstanding and all unbilled remaining amounts owed to YESCO hereunder, unless YESCO has previously agreed in writing to Customer's assignment of this Agreement.

All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties, including, if applicable, successors to Customer's interests in the Sign(s), the real property upon which the Sign(s) are located, and any successor owners of interests in any of Customer's business assets. Customer may transfer its interests, rights, and obligations in this Agreement only upon the prior written consent of YESCO. YESCO may freely transfer its interests, rights, and obligations in this Agreement.

15. **CUSTOMER'S SPECIAL DUTIES:** Customer shall obtain for, does warrant to, and shall maintain for YESCO full rights, including rights of access, ingress, and egress, to safely install the Sign(s) on the premises for which the Sign(s) are ordered, and to disconnect, render unusable, and/or remove the same, or any component or part thereof, free and clear of lien, encumbrance, or claim of trespass. Customer shall indemnify YESCO against and hold YESCO harmless from damage or expense resulting from a breach of this provision. At its own expense Customer shall furnish and maintain power lines and electrical controls of suitable capacity to operate the Sign(s), and shall install the same as designated by YESCO ready and in place for connection to the Sign(s) at the intended time of installation. Customer shall pay all charges for electrical service, and shall provide all necessary reinforcements to any previously existing building, pole, base, or any other object or surface on which the Sign(s) will be installed, or which will be utilized by YESCO in the installation thereof. Customer will advise YESCO in writing of all cellular antennas, microwave, and other equipment or hazards that may be dangerous to workers. YESCO's performance is subject to Customer securing or otherwise rendering safe all such dangers whenever YESCO's employees will be in the area.

16. MISCELLANEOUS PROVISIONS:

A. No statements made by YESCO's account executive(s) shall be binding unless incorporated herein in writing. Although this Agreement may be signed by YESCO's account executive(s), this Agreement shall not be binding upon YESCO for any purpose until an executive officer or another authorized agent of YESCO accepts this Agreement for YESCO by signing below.

B. Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of eighteen (18) percent or the maximum rate allowed by law.

C. Performance by YESCO shall be subject to delay by strikes, breakage, fires, unforeseen commercial delays, insurrections, wars, acts of terror, acts of God, governmental regulations, or other causes beyond YESCO's reasonable control.

D. YESCO shall not be responsible for radio or television interference, nor for the replacement of light emitting diodes, neon tubing or other tubing because of color change or reduction of brilliance.

E. Customer acknowledges that government authorization to install and maintain the Sign(s) may be revoked or terminated. Customer will not be released from its payment obligations herein if at Customer's direction the Sign(s) are installed at a location deemed to be illegal, or if government authorization is revoked or terminated. Customer shall pay all costs incurred to comply with future federal, state, or local regulations, or authoritative interpretations thereof.

F. YESCO's listing of contractor's licenses available on the Internet at <http://www.yesco.com/licenses.html> is incorporated by reference herein.

G. All designs and artwork provided by YESCO shall remain the sole property of YESCO. Customer's use of such designs and artwork or any facsimile thereof, beyond their inclusion in the Sign(s), is prohibited without YESCO's prior written consent. YESCO, at its discretion may utilize images of the Sign(s) in its publications and advertising.

This document is a complete integration and final expression of the agreement between YESCO and Customer, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

IN WITNESS WHEREOF, CUSTOMER ACKNOWLEDGES THAT THIS DOCUMENT HAS BEEN READ, IS UNDERSTOOD AND AGREES TO BE BOUND BY THE SAME.

Lander County, Nevada
Customer

Gordie Rogers
Account Executive

Accepted for YESCO:

X
By
Executive Director
Title
Gene P. Etcheverry
Printed Name

By
Title
Printed Name

X
Date Signed

YESCO Agreement Number

For value received, payment and performance by Customer is unconditionally and personally guaranteed by: _____ (notitle)



Maintenance Agreement

Page 1 of 2

Upon acceptance by YESCO, this Maintenance Agreement ("Agreement") becomes effective on the Date Signed below, between YESCO LLC, of 1605 South Gramercy Road, Salt Lake City, UT, 84104 ("YESCO") and Lander County, Nevada ("Customer").

a Sole Proprietor of 315 South Humboldt Street, Battle Mountain, NV, 89820 ("Customer").

A. THE TERM OF THIS AGREEMENT ("Term") shall consist of 60 consecutive months beginning on the first day of September, 2012.

B. YESCO SHALL PROVIDE the Services described below in connection with the Sign(s) at the Location(s) described below, subject to the terms and conditions of this Agreement.

Sign(s) Location: Battle Mountain Civic Center 625 S. Broad St. Battle Mountain, NV 89820

Description of Sign(s) and Services:

Provide lighting maintenance on double face 12x14' pylon sign with electronic message center.

Reference drawing #41651-R1

YESCO WILL maintain and service the items listed above (hereinafter called the "Sign"), according to the terms hereof, by furnishing the maintenance services listed below:

Repair or replace defective tubes.

Replace broken tube holders.

Replace defective wiring within display.

Replace broken insulators.

Replace defective fuses or fuse blocks in sign.

Replace defective globes and sockets.

Replace defective ballast-type lamps and holders.

Replace defective ballasts.

Replace defective L.E.D.s (includes color recalibration).

Maintain remote electronic display computer.

Maintain host electronic display computer.

Clean electronic display every 12 months.

Payment Terms

1. CUSTOMER WILL PAY YESCO \$ 275.00, plus applicable sales tax (a "Monthly Payment"), on or before the first day of each calendar month during the term of this Agreement. Each Monthly Payment shall be paid in advance on or before the first day of each month, and except as otherwise provided herein shall be payable whether or not Customer uses or operates the Sign(s). All Monthly Payments shall be payable whether or not the Sign(s) are used or operated by Customer.

2. AS PART SECURITY for its performance hereunder, Customer has deposited with YESCO the sum of \$ 0.00. This deposit shall be returned to Customer upon the expiration of this Agreement, but only if Customer has timely and completely performed all of its obligations hereunder.

1. **MAINTENANCE:** So long as all of Customer's Monthly Payments are current, and Customer is not in default as to any other obligations herein, YESCO shall maintain the Sign(s) in accordance with the terms of this Agreement. When the Sign(s) require repair, Customer shall so notify YESCO in writing, and YESCO shall, if practicable and unless otherwise provided herein, accomplish such repair within three (3) working days thereafter. If the Sign(s) are restored to normal operation within three (3) working days or such longer period of time as may be agreed upon by the parties, Customer shall be entitled to no reduction of Monthly Payments or any other claim for damages. If the Sign(s) are inoperable for more than three (3) working days (or such longer period as referenced above) following YESCO's receipt of written notice, Customer shall receive credit for a pro-rata share of the Monthly Payment attributable to the inoperative Sign(s) or components thereof for each additional hour during the time the Sign(s) remain inoperable. Customer shall have no other claim for damages. YESCO's maintenance obligation hereunder is limited to ordinary maintenance, and is inapplicable to damage or destruction. In the event that parts or materials necessary for YESCO's maintenance of the Sign(s) become impossible or unusually difficult or expensive to obtain, or in the event the Sign(s) or any components thereof become unusually difficult or unsafe to access, YESCO may cancel this Agreement, or with Customer's approval, ratably reduce the Monthly Payment and exclude from this Agreement the affected Sign(s) and/or components thereof. In the event that maintenance is performed on the Sign(s) by a third party without the authorization of YESCO, YESCO may, at its option, suspend its maintenance obligations hereunder without any reduction to the Monthly Payment.

2. **EXCLUSIONS:** YESCO shall not be responsible for (i) structural defects of any kind; (ii) radio or television interference; (iii) the replacement of light emitting diodes, neon tubing or other tubing because of color change or reduction of brilliance; (iv) work and materials that would be necessary to conform the Sign(s) to the National Electrical Code, Qualified Electrical Testing Laboratory specifications, and/or local requirements; and (v) electrical power and/or electrical equipment providing power to the Sign(s), including, but not limited to wiring, conduit, distribution boxes, fuses and over-current protection devices. YESCO is not an Exterior Insulation and Finish System ("EIFS") contractor, and if YESCO's responsibilities hereunder involve penetrations of EIFS, YESCO will seal such penetrations with products and procedures that are common in the sign industry—but which may not meet EIFS warranty requirements. YESCO shall thereafter have no responsibility for damage resulting from the penetrations. YESCO SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, AND NON-INFRINGEMENT.

3. **RISK OF LOSS, DAMAGE, OR DESTRUCTION:** YESCO shall have no obligation to repair damage occasioned by acts of vandalism, theft, terrorism, accident, casualty, civil disorder, electrical surge, fire, smoke, lightning, windstorm, hail, explosion, riot, vehicle or other collisions, war, earthquake, acts of God, insurrection, casualty, or the willful or negligent acts of persons other than employees of YESCO. In the event of destruction of the Sign(s), Customer may be released from its obligations under this Agreement upon Customer's payment of all amounts previously billed but unpaid, plus YESCO's standard rate charges for all services performed and goods furnished by YESCO, but not yet paid for at the time of destruction. Customer shall in no event be entitled to a rebate of or setoff against payments already made or due.

4. **DEFAULT:** Customer agrees that in the event it shall be in default in the payment of any money when due, or shall fail to perform any of its other obligations hereunder, or bankruptcy, receivership, assignment for benefit of creditors or other insolvency proceedings are commenced by or against Customer, YESCO shall have no further duty to maintain the Sign(s) and in addition thereto Customer shall, without notice, immediately be indebted to and hereby agrees to pay YESCO forthwith, liquidated damages for its breach hereunder in amount equal to the sum of 1) all previously billed but unpaid Monthly Payments, and 2) an amount equal to sixty percent (60%) of the Monthly Payments payable hereunder for the then remaining balance of the Term. The parties agree that the remedies for default herein are fair and reasonable compensation for the damage to YESCO resulting from Customer's breach and are not a penalty. YESCO's acceptance of a late payment(s) or forbearance of any other event of default shall not be construed as a waiver of YESCO's rights as to any subsequent late payment(s) or any other event of default.

5. **DISPUTES:** The parties agree to employ good faith efforts to amicably resolve any claims or disputes that may arise. If unsuccessful for any reason, at YESCO's sole option and upon YESCO's written notice to Customer, such claims or disputes may

be submitted to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in the county and state where the YESCO address set forth above is located. This Agreement shall be governed and construed in accordance with Utah law, without regard to its conflict of laws provisions. YESCO shall not be liable for incidental or consequential damages, including lost profits, irrespective of cause or theory. If YESCO places this Agreement with a collection agency or an attorney for collection or enforcement, Customer shall pay all costs and expenses arising therefrom, including reasonable attorneys' fees.

6. **INDEMNIFICATION:** Except to the extent of YESCO's negligence or willful misconduct, Customer shall indemnify, defend, and hold harmless YESCO and its officers, directors, employees, agents, and subcontractors from any and all claims, costs (including reasonable attorney's fees), damages, and liabilities, at law or in equity arising out of or related to this Agreement or Customer's use of the Sign(s). This paragraph shall survive the expiration or earlier termination of this Agreement.

7. **TRANSFERS AND ASSIGNMENT:** If Customer determines to sell or otherwise transfer ownership (or other rights) to its business assets, the Sign(s), or the real property on which the Sign(s) are located, Customer shall deliver to YESCO written notice of such intention at least thirty (30) days prior to closing. At the time of closing and with proceeds therefrom, Customer shall pay to YESCO an amount equal to the sum of items 1) and 2) of Section 4 above, unless YESCO has previously agreed in writing to Customer's assignment of this Agreement.

All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties, including, if applicable, successors to Customer's interests in the Sign(s), the real property upon which the Sign(s) are located, and any successor owners of interests in any of Customer's business assets. Customer may transfer its interests, rights, and obligations in this Agreement only upon the prior written consent of YESCO. YESCO may freely transfer its interests, rights, and obligations in this Agreement.

8. **CUSTOMER'S SPECIAL DUTIES:** Customer shall obtain for, does warrant to, and shall maintain for YESCO full rights, including rights of access, ingress, and egress, to safely maintain the Sign(s) free and clear of lien, encumbrance, or claim of trespass. Customer shall indemnify YESCO against and hold YESCO harmless from damage or expense resulting from a breach of this provision. Customer shall pay all charges for electrical service, and shall provide all necessary reinforcements to any previously existing building, pole, base, or any other object or surface on which the Sign(s) are or will be installed, or which will be utilized by YESCO in the maintenance thereof. Customer will advise YESCO in writing of all cellular antennas, microwave, and other equipment or hazards that may be dangerous to workers. YESCO's performance is subject to Customer securing or otherwise rendering safe all such dangers whenever YESCO's employees will be in the area.

9. MISCELLANEOUS PROVISIONS:

A. No statements made by YESCO's account executive(s) shall be binding unless incorporated herein in writing. Although this Agreement may be signed by YESCO's account executive(s), this Agreement shall not be binding upon YESCO for any purpose until an executive officer or another authorized agent of YESCO accepts this Agreement for YESCO by signing below.

B. Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of eighteen (18) percent or the maximum rate allowed by law.

C. Performance by YESCO shall be subject to delay by strikes, breakage, fires, unforeseen commercial delays, insurrections, wars, acts of terror, acts of God, governmental regulations, or other causes beyond YESCO's reasonable control.

D. Customer acknowledges that government authorization to maintain the Sign(s) may be revoked or terminated. Customer will not be released from its payment obligations herein if the Sign(s) are installed at a location deemed to be illegal, or if government authorization is revoked or terminated. Customer shall pay all costs incurred to comply with future federal, state, or local regulations, or authoritative interpretations thereof.

E. YESCO's listing of contractor's licenses available on the Internet at <http://www.yesco.com/licenses.html> is incorporated by reference herein.

This document is a complete integration and final expression of the agreement between YESCO and Customer, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

IN WITNESS WHEREOF, CUSTOMER ACKNOWLEDGES THAT THIS DOCUMENT HAS BEEN READ, IS UNDERSTOOD, AND AGREES TO BE BOUND BY THE SAME.

Lander County, Nevada

Customer

Gordie Rogers

Account Executive

Accepted for YESCO:

X

By

Executive Director

Gene P. Etchevery

Title

Printed Name

X

Date Signed

For value received, payment and performance by Customer is unconditionally and personally guaranteed by: _____ (no title)

By

Title

Printed Name

YESCO Agreement Number

DOC # 0263947

05/24/2012

03:26 PM

Official Record

Recording requested By

LANDER COUNTY CLERK

Lander County - NV

Idonna Trevino - Recorder

Fee: Page 1 of 5

RPTT: Recorded By: TO

Book- 633 Page- 0221



0263947

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

SALE AGREEMENT BETWEEN LANDER COUNTY AND YESCO

FOR THE CIVIC CENTER SIGN

TITLE OF DOCUMENT

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

This cover page must be typed or printed.

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Book: 633
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Page: 2 of 5

Sale Agreement

Page 1 of 2

Upon acceptance by YESCO, this Sale Agreement ("Agreement") becomes effective on the Date Signed below, between YESCO LLC, of 1605 South Gramercy Road, Salt Lake City, UT, 84104 ("YESCO") and Lander County A Political Subdivision of the State of Nevada, a Political Subdivision of 315 South Humboldt Street, Battle Mountain, NV, 89820 ("Customer").

YESCO HEREBY SELLS TO CUSTOMER the display(s) described below (the "Sign(s)") and Customer hereby purchases the same from YESCO under the conditions set forth below.

Sign(s) Location: Battle Mountain Civic Center 265 S. Broad St. Battle Mountain, NV 89820

Sign(s) Description/Scope of Work:

Remove existing pylon sign to grade, discard. Weld steel plates into old structure holes flush with grade. Manufacture & install 1- double face pylon sign at 24'7" overall height with 20 mm electronic message center. EMC to be 48x192 matrix with wireless communication. Provide on site operator training. Connect to primary power supply at site. Reference drawing #41651-R1

Payment Terms

A. CUSTOMER SHALL PAY YESCO the amount of \$ 76,895.00, plus applicable sales tax of \$ 0.00, for a total sale price of \$ 76,895.00.
B. CONCURRENT WITH CUSTOMER'S EXECUTION OF THIS AGREEMENT Customer shall deliver to YESCO a down payment of \$ 38,447.50. The remaining balance of \$ 38,447.50 shall be paid as follows:
Customer shall pay YESCO with the following payments: \$0.00 due upon completion of fabrication, \$0.00 due upon installation and \$38,447.50 due 30 days after installation.

C. SPECIAL PAYMENT PROVISIONS:

Sales tax is included in payment.

General Terms and Conditions

1. **INSTALLATION:** Work beyond that contemplated herein will be required if YESCO encounters subsurface or concealed conditions which are extraordinary or unexpected such as subsurface water, caliche, rock, utilities, or pipelines. Customer shall compensate YESCO for such additional work on a time and materials basis at YESCO's standard rates. Further, YESCO shall not be responsible for damage to underground pipes, sewer lines, sprinkling systems, or any other underground obstructions unless notified of them in writing prior to commencement of work. Absent such written notification, Customer shall pay for any resulting damage. YESCO is not an Exterior Insulation and Finish System ("EIFS") contractor, and if YESCO's responsibilities hereunder involve penetrations of EIFS, YESCO will seal such penetrations with products and procedures that are common in the sign industry—but which may not meet EIFS warranty requirements. YESCO shall thereafter have no responsibility for damage resulting from the penetrations. If the Sign(s) cannot, for any reason other than fault of YESCO, be installed on the premises for which the Sign(s) are ordered or be connected to appropriate electrical power when YESCO is ready to install or connect the same, Customer's payment obligations shall immediately accrue unless a specific and subsequent payment date is specified elsewhere in this Agreement.

2. **INSPECTION:** Customer shall carefully inspect the Sign(s) within ten (10) calendar days after installation. If the Sign(s) do not meet the requirements set forth in this Agreement, or if the Sign(s) have any defect in manufacture, installation, or operation, Customer shall forthwith, and in no event more than five (5) calendar days thereafter, give YESCO written notice of the nonconformance or defect claimed. ABSENCE OF SUCH WRITTEN NOTICE SHALL BE CONCLUSIVE EVIDENCE THAT THE SIGN(S) ARE ACCEPTABLE TO CUSTOMER AS INSTALLED. If the Sign(s) are delivered by a third party carrier, before moving the Sign(s) from the place of delivery Customer shall inspect the Sign(s) and promptly notify YESCO and the carrier if any damage exists. If damage exists Customer shall retain the packing materials and otherwise comply with all requirements necessary to preserve all claims against the carrier. If Customer or its agent moves the Sign(s) before inspecting the Sign(s), accepts the Sign(s) in a damaged condition, or otherwise fails to comply with the requirements of this paragraph, YESCO shall have no responsibility for defects notwithstanding the warranty set forth below.

3. **WARRANTY:** YESCO warrants that the Sign(s) will be free from material defects in workmanship and materials for a period of one year from the date of delivery. This warranty excludes damage caused by accident, abuse, misuse, misapplication of electricity, or casualty. YESCO SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES

OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PURPOSE. At YESCO's election, YESCO will repair or replace any part of the Sign(s) that proves to be materially defective.

4. **MAINTENANCE:** At its sole cost and expense, Customer agrees to maintain the Sign(s) in good repair and condition, and free and clear of all liens and encumbrances until all of Customer's obligations herein have been fully satisfied. Customer shall declare as required, and pay when due all assessments including taxes, fees, charges, and associated penalties and interest. If YESCO, at its option, pays any such assessments, Customer shall immediately reimburse YESCO therefor.

5. **INSURANCE:** Until Customer's obligations herein are fully satisfied, at its sole cost and expense, Customer shall maintain insurance that is 1) "special" property or "all risk" inland marine insurance coverage on the Sign(s), in an amount not less than the retail price of the Sign(s), and also 2) commercial general liability insurance in the amount required by YESCO, which in no event shall be less than one million dollars (\$1,000,000.00). All such policies shall (a) be written with insurers having an A.M. Best Rating of "A" or better, (b) provide primary coverage to YESCO, (c) name YESCO and its officers, directors, employees, and agents as additional insureds, and YESCO as loss payee, (d) prohibit cancellation or modification without at least thirty (30) days prior written notice to YESCO, and (e) waive subrogation rights against YESCO and its officers, directors, employees, and agents. Within thirty (30) days of the finalization of this Agreement if practicable, but in no event later than the date YESCO is ready to deliver the Sign(s), Customer shall deliver to YESCO certificates of insurance that verify the existence of all requirements set forth above. YESCO may delay delivery of the Sign(s) until the required certificates of insurance are received. Customer hereby appoints YESCO as Customer's attorney-in-fact with full authority to make claims, receive payments, and endorse documents, checks or drafts as expedient to secure payment due under the policies referenced above. If Customer fails to obtain and/or maintain in force insurance policies as required, YESCO has the right, but not the obligation, to obtain such coverage and Customer shall immediately reimburse YESCO for all premiums and expenses, and thereafter timely pay all premiums therefor.

6. **RISK OF LOSS, DAMAGE OR DESTRUCTION:** Except to the extent of damage caused by the negligent or otherwise wrongful acts of YESCO's employees or agents, Customer shall bear all risk of loss or damage to the Sign(s), including, without limitation, loss or damage caused by seizure, casualty, vandalism, terrorism, accident, theft, riot, strike, insurrection, war, fire, and acts of God.

**Sale Agreement**

7. **LIENS AND TAXES:** Until Customer's obligations herein are fully satisfied, at its sole cost and expense, Customer shall maintain the Sign(s) free and clear of all levies, liens, and encumbrances. Customer shall declare as required, and pay when due all taxes, fees, assessments, charges, and all associated penalties and interest (collectively "Assessments"). If YESCO, at its option, pays any Assessments, Customer shall immediately reimburse YESCO therefor.

8. **SECURITY INTEREST:** The parties agree that until Customer's obligations herein are fully satisfied, the Sign(s) shall remain YESCO's property, free of any ownership claim by Customer, the owner of any adjacent realty, or the creditors of either. YESCO may display decals or other notices on the Sign(s) to indicate YESCO's ownership, and Customer shall not permit their removal or concealment. To secure performance of Customer's obligations hereunder, including, without limitation all of Customer's payment obligations, Customer hereby grants to YESCO a security interest in the Sign(s) and permission to perfect, assign, amend, continue, and terminate the security interest in any way allowed by applicable law, both as to personal property and as to fixtures.

9. **DEFAULT:** If Customer defaults on any obligation herein before the Sign(s) are delivered or before YESCO is ready to install the Sign(s), whichever first occurs, Customer shall immediately pay to YESCO as liquidated damages, YESCO's full retail price (calculated at YESCO's standard rates) for all labor, materials, and related support and overhead then incurred, and any additional lost profits suffered by YESCO as a result of Customer's default. Related support and overhead shall include, for example, and without limitation, costs incurred by YESCO for commissions, estimating, designs, engineering, layout, permits, and subcontractor costs. If Customer defaults in the payment of any installment when due, or fails to perform any other obligation herein after delivery of the Sign(s) or after YESCO is ready to install the Sign(s), whichever first occurs, or if at any time bankruptcy, receivership, or other insolvency proceedings are commenced by or against Customer shall, without notice, become obligated to immediately pay to YESCO an amount equal to the sum of (1) all previously billed but unpaid installments, and (2) all unbilled remaining installments and other payments owed to YESCO hereunder. The parties agree that the remedies for default herein are fair and reasonable compensation for the damage to YESCO resulting from Customer's breach and are not a penalty. YESCO's acceptance of a late payment(s) or forbearance of any other event of default shall not be construed as a waiver of YESCO's rights as to any subsequent late payment(s) or any other event of default.

10. **REPOSSESSION:** If Customer fails to pay any installment when due or otherwise defaults in any of its obligations herein, YESCO may terminate this Agreement and may (but has no obligation to) repossess the Sign(s) or any component(s) thereof, without resort to judicial process, and without liability for trespass. YESCO's right of repossession includes the right to remove the Sign(s), and also to disconnect or otherwise render the Sign(s) unusable. Repossession is not an acceptance of Customer's surrender of the Sign(s), and shall not require patching, painting, touch up, etc. afterwards. The Sign(s) are of special construction, made for the uses and purposes of Customer and no other, and except as used by Customer the Sign(s) may have no value. YESCO's rights of termination and repossession shall be in addition to and not as alternative to YESCO's right to its other remedies herein and any other remedy available at law or in equity.

11. **INDEMNIFICATION:** Except to the extent of YESCO's negligence or willful misconduct, Customer shall indemnify, defend, and hold harmless YESCO and its officers, directors, employees, agents, and subcontractors from any and all claims, costs, expenses (including reasonable attorney's fees), damages, and liabilities, at law or in equity arising out of or related to this Agreement or Customer's use of the Sign(s). This paragraph shall survive the expiration or earlier termination of this Agreement.

12. **DISPUTES:** The parties agree to employ good faith efforts to amicably resolve any claims or disputes that may arise. If unsuccessful for any reason, at YESCO's sole option and upon YESCO's written notice to Customer, such claims or disputes may be submitted to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in the county and state where the YESCO address set forth above is located. This Agreement shall be governed and construed in accordance with Utah law, without regard to its conflict of laws provisions. YESCO shall not be liable for incidental or consequential damages, including lost profits, irrespective of cause or theory. If YESCO places this Agreement with a collection agency or an attorney for collection or enforcement, Customer shall pay all costs and expenses resulting therefrom, including reasonable attorneys' fees.

13. **LIMITED SOFTWARE LICENSE:** If the Sign(s) include electronic message display software, Customer is granted a limited license to use it strictly in accordance with the terms and conditions of the Limited License Agreement that is incorporated herein by reference and that is available for review on the Internet at <http://www.yesco.com/license.htm>. Customer agrees to use the software only in accordance with such terms

and conditions.

14. **POSSESSION, TRANSFERS, AND ASSIGNMENT:** Until Customer's obligations herein are fully satisfied, Customer shall keep the Sign(s) in its sole possession and control, and shall not allow the Sign(s) to be modified, relocated, removed, or otherwise tampered with in any way without YESCO's prior written consent. If Customer determines to sell or otherwise transfer ownership (or other rights) to its business assets, the Sign(s), or the real property on which the Sign(s) are located, Customer shall deliver to YESCO written notice of such intention at least thirty (30) days prior to closing. At the time of closing and with proceeds therefrom, Customer shall pay to YESCO all amounts then outstanding and all unbilled remaining amounts owed to YESCO hereunder, unless YESCO has previously agreed in writing to Customer's assignment of this Agreement.

All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties, including, if applicable, successors to Customer's interests in the Sign(s), the real property upon which the Sign(s) are located, and any successor owners of interests in any of Customer's business assets. Customer may transfer its interests, rights, and obligations in this Agreement only upon the prior written consent of YESCO. YESCO may freely transfer its interests, rights, and obligations in this Agreement.

15. **CUSTOMER'S SPECIAL DUTIES:** Customer shall obtain for, does warrant to, and shall maintain for YESCO full rights, including rights of access, ingress, and egress, to safely install the Sign(s) on the premises for which the Sign(s) are ordered, and to disconnect, render unusable, and/or remove the same, or any component or part thereof, free and clear of lien, encumbrance, or claim of trespass. Customer shall indemnify YESCO against and hold YESCO harmless from damage or expense resulting from a breach of this provision. At its own expense Customer shall furnish and maintain power lines and electrical controls of suitable capacity to operate the Sign(s), and shall install the same as designated by YESCO ready and in place for connection to the Sign(s) at the intended time of installation. Customer shall pay all charges for electrical service, and shall provide all necessary reinforcements to any previously existing building, pole, base, or any other object or surface on which the Sign(s) will be installed, or which will be utilized by YESCO in the installation thereof. Customer will advise YESCO in writing of all cellular antennas, microwave, and other equipment or hazards that may be dangerous to workers. YESCO's performance is subject to Customer securing or otherwise rendering safe all such dangers whenever YESCO's employees will be in the area.

16. **MISCELLANEOUS PROVISIONS:**

A. No statements made by YESCO's account executive(s) shall be binding unless incorporated herein in writing. Although this Agreement may be signed by YESCO's account executive(s), this Agreement shall not be binding upon YESCO for any purpose until an executive officer or another authorized agent of YESCO accepts this Agreement for YESCO by signing below.

B. Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of eighteen (18) percent or the maximum rate allowed by law.

C. Performance by YESCO shall be subject to delay by strikes, breakage, fires, unforeseen commercial delays, insurrections, wars, acts of terror, acts of God, governmental regulations, or other causes beyond YESCO's reasonable control.

D. YESCO shall not be responsible for radio or television interference, nor for the replacement of light emitting diodes, neon tubing or other tubing because of color change or reduction of brilliance.

E. Customer acknowledges that government authorization to install and maintain the Sign(s) may be revoked or terminated. Customer will not be released from its payment obligations herein if at Customer's direction the Sign(s) are installed at a location deemed to be illegal, or if government authorization is revoked or terminated. Customer shall pay all costs incurred to comply with future federal, state, or local regulations, or authoritative interpretations thereof.

F. YESCO's listing of contractor's licenses available on the Internet at <http://www.yesco.com/licenses.html> is incorporated by reference herein.

G. All designs and artwork provided by YESCO shall remain the sole property of YESCO. Customer's use of such designs and artwork or any facsimile thereof, beyond their inclusion in the Sign(s), is prohibited without YESCO's prior written consent. YESCO, at its discretion may utilize images of the Sign(s) in its publications and advertising.

This document is a complete integration and final expression of the agreement between YESCO and Customer, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

IN WITNESS WHEREOF, CUSTOMER ACKNOWLEDGES THAT THIS DOCUMENT HAS BEEN READ, IS UNDERSTOOD, AND AGREES TO BE BOUND BY THE SAME.

Lander County A Political Subdivision of the State of Nevada
Customer

Dean Bullock

By *Dean Bullock*
Chairman
Executive Director
Title
Printed Name

5/24/12
Date Signed

For value received, payment and performance by Customer is unconditionally and personally guaranteed by: _____ (notitle)

Gordie Rogers
Account Executive

Accepted for YESCO:

By

Title Printed Name

YESCO Agreement Number



ADDENDUM #1 TO SALE AGREEMENT

This ADDENDUM #1 to the SALE AGREEMENT dated May 24, 2012, is made by and between LANDER COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as Lander County, and YESCO, LLC., hereinafter referred to as YESCO.

RECITALS

WHEREAS, it is in the public interest for Lander County to erect an electric message center on Lander County property in order to convey public events and other important information to the citizens of Lander County;

WHEREAS, YESCO desires to sell Lander County an electric message center and further desires to install that electric message center for Lander County;

WHEREAS, Lander County and YESCO entered into a SALE AGREEMENT on May 24, 2012 and now mutually desire to amend that agreement; and

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

TERMS AND CONDITIONS

1. **Amendment:**

- a. Paragraph 12 of the SALE AGREEMENT between Lander County and YESCO, dated May 24, 2012, is hereby amended to state:

12. DISPUTES: The parties agree to employ good faith efforts to amicably resolve any claims or disputes that may arise. If unsuccessful for any reason, upon written notice to the other party, either party may submit the claim or dispute to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in the Sixth Judicial District Court of the State of Nevada. This Agreement shall be governed and construed in accordance with Nevada Law, without regard to its conflict of law provisions. YESCO shall not be liable for incidental or consequential damages, including lost profits, irrespective of cause or theory. Should either party be required to pursue legal action to enforce the terms and conditions of this agreement, the prevailing party shall be entitled reasonable attorney fees and court costs.



0263947

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IN WITNESS THEREOF, the parties hereto have executed this Addendum #1 as of the signatures indicated below:

LANDER COUNTY

LANDER COUNTY BOARD OF COMMISSIONERS

By: Dean Bullock
DEAN BULLOCK, Chair

Date: 5/24/12

Attest:

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

YESCO

By: Gordie Rogers
GORDIE ROGERS, Account Executive

Date: 5-23-12

DOC # 0263948

05/24/2012

03:28 PM

Official Record

Recording requested By

LANDER COUNTY CLERK

Lander County - NV

Idonna Trevino - Recorder

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RPTT: Recorded By: TO

Book- 633 Page- 0226



0263948

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

MAINTENANCE AGREEMENT BETWEEN LANDER COUNTY AND YESCO

FOR THE CIVIC CENTER SIGN

TITLE OF DOCUMENT

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

This cover page must be typed or printed.



0263948

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Maintenance Agreement

Page 1 of 2

Upon acceptance by YESCO, this Maintenance Agreement ("Agreement") becomes effective on the Date Signed below, between YESCO LLC
of 1605 South Gramercy Road, Salt Lake City, UT, 84104 ("YESCO") and Lander County A Political Subdivision of the State of Nevada
a Political Subdivision of 315 South Humboldt Street, Battle Mountain, NV, 89820 ("Customer").
A. THE TERM OF THIS AGREEMENT ("Term") shall consist of 60 consecutive months beginning on the first day of September, 2012.
B. YESCO SHALL PROVIDE the Services described below in connection with the Sign(s) at the Location(s) described below, subject to the terms and conditions of this Agreement.

Sign(s) Location: Battle Mountain Civic Center 625 S. Broad St. Battle Mountain, NV 89820

Description of Sign(s) and Services:

Provide lighting maintenance on double face 12x14' pylon sign with electronic message center.

Reference drawing #41651-R1

YESCO WILL maintain and service the items listed above (hereinafter called the "Sign"), according to the terms hereof, by furnishing the maintenance services listed below:

Repair or replace defective tubes.

Replace broken tube holders.

Replace defective wiring within display.

Replace broken insulators.

Replace defective fuses or fuse blocks in sign.

Replace defective globes and sockets.

Replace defective ballast-type lamps and holders.

Replace defective ballasts.

Replace defective L.E.D.s (includes color recalibration).

Maintain remote electronic display computer.

Maintain host electronic display computer.

Clean electronic display every 12 months.

Payment Terms

1. CUSTOMER WILL PAY YESCO \$ 275.00, plus applicable sales tax (a "Monthly Payment"), on or before the first day of each calendar month during the term of this Agreement. Each Monthly Payment shall be paid in advance on or before the first day of each month, and except as otherwise provided herein shall be payable whether or not Customer uses or operates the Sign(s). All Monthly Payments shall be payable whether or not the Sign(s) are used or operated by Customer.
2. AS PART SECURITY for its performance hereunder, Customer has deposited with YESCO the sum of \$ 0.00. This deposit shall be returned to Customer upon the expiration of this Agreement, but only if Customer has timely and completely performed all of its obligations hereunder.

yesco.com

FileNumber: 62271

2107-09



0263948

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Page: 3 of 5**Maintenance Agreement**

Page 2 of 2

1. **MAINTENANCE:** So long as all of Customer's Monthly Payments are current, and Customer is not in default as to any other obligations herein, YESCO shall maintain the Sign(s) in accordance with the terms of this Agreement. When the Sign(s) require repair, Customer shall so notify YESCO in writing, and YESCO shall, if practicable and unless otherwise provided herein, accomplish such repair within three (3) working days thereafter. If the Sign(s) are restored to normal operation within three (3) working days or such longer period of time as may be agreed upon by the parties, Customer shall be entitled to no reduction of Monthly Payments or any other claim for damages. If the Sign(s) are inoperable for more than three (3) working days (or such longer period as referenced above) following YESCO's receipt of written notice, Customer shall receive credit for a pro-rata share of the Monthly Payment attributable to the inoperative Sign(s) or components thereof for each additional hour during the time the Sign(s) remain inoperable. Customer shall have no other claim for damages. YESCO's maintenance obligation hereunder is limited to ordinary maintenance, and is inapplicable to damage or destruction. In the event that parts or materials necessary for YESCO's maintenance of the Sign(s) become impossible or unusually difficult or expensive to obtain, or in the event the Sign(s) or any components thereof become unusually difficult or unsafe to access, YESCO may cancel this Agreement, or with Customer's approval, ratably reduce the Monthly Payment and exclude from this Agreement the affected Sign(s) and/or components thereof. In the event that maintenance is performed on the Sign(s) by a third party without the authorization of YESCO, YESCO may, at its option, suspend its maintenance obligations hereunder without any reduction to the Monthly Payment.

2. **EXCLUSIONS:** YESCO shall not be responsible for (i) structural defects of any kind; (ii) radio or television interference; (iii) the replacement of light emitting diodes, neon tubing or other tubing because of color change or reduction of brilliance, (iv) work and materials that would be necessary to conform the Sign(s) to the National Electrical Code, Qualified Electrical Testing Laboratory specifications, and/or local requirements, and (v) electrical power and/or electrical equipment providing power to the Sign(s), including, but not limited to wiring, conduit, distribution boxes, fuses and over-current protection devices. YESCO is not an Exterior Insulation and Finish System ("EIFS") contractor, and if YESCO's responsibilities hereunder involve penetrations of EIFS, YESCO will seal such penetrations with products and procedures that are common in the sign industry—but which may not meet EIFS warranty requirements. YESCO shall thereafter have no responsibility for damage resulting from the penetrations. YESCO SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, AND NON-INFRINGEMENT.

3. **RISK OF LOSS, DAMAGE, OR DESTRUCTION:** YESCO shall have no obligation to repair damage occasioned by acts of vandalism, theft, terrorism, accident, casualty, civil disorder, electrical surge, fire, smoke, lightning, windstorm, hail, explosion, riot, vehicle or other collisions, war, earthquake, acts of God, insurrection, casualty, or the willful or negligent acts of persons other than employees of YESCO. In the event of destruction of the Sign(s), Customer may be released from its obligations under this Agreement upon Customer's payment of all amounts previously billed but unpaid, plus YESCO's standard rate charges for all services performed and goods furnished by YESCO, but not yet paid for at the time of destruction. Customer shall in no event be entitled to a rebate of or setoff against payments already made or due.

4. **DEFAULT:** Customer agrees that in the event it shall be in default in the payment of any money when due, or shall fail to perform any of its other obligations hereunder, or bankruptcy, receivership, assignment for benefit of creditors or other insolvency proceedings are commenced by or against Customer, YESCO shall have no further duty to maintain the Sign(s) and in addition thereto Customer shall, without notice, immediately be indebted to and hereby agrees to pay YESCO forthwith, liquidated damages for its breach hereunder in amount equal to the sum of 1) all previously billed but unpaid Monthly Payments, and 2) an amount equal to sixty percent (60%) of the Monthly Payments payable hereunder for the then remaining balance of the Term. The parties agree that the remedies for default herein are fair and reasonable compensation for the damage to YESCO resulting from Customer's breach and are not a penalty. YESCO's acceptance of a late payment(s) or forbearance of any other event of default shall not be construed as a waiver of YESCO's rights as to any subsequent late payment(s) or any other event of default.

5. **DISPUTES:** The parties agree to employ good faith efforts to amicably resolve any claims or disputes that may arise. If unsuccessful for any reason, at YESCO's sole option and upon YESCO's written notice to Customer, such claims or disputes may

be submitted to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in the county and state where the YESCO address set forth above is located. This Agreement shall be governed and construed in accordance with Utah law, without regard to its conflict of laws provisions. YESCO shall not be liable for incidental or consequential damages, including lost profits, irrespective of cause or theory. If YESCO places this Agreement with a collection agency or an attorney for collection or enforcement, Customer shall pay all costs and expenses arising therefrom, including reasonable attorneys' fees.

6. **INDEMNIFICATION:** Except to the extent of YESCO's negligence or willful misconduct, Customer shall indemnify, defend, and hold harmless YESCO and its officers, directors, employees, agents, and subcontractors from any and all claims, costs (including reasonable attorneys' fees), damages, and liabilities, at law or in equity arising out of or related to this Agreement or Customer's use of the Sign(s). This paragraph shall survive the expiration or earlier termination of this Agreement.

7. **TRANSFERS AND ASSIGNMENT:** If Customer determines to sell or otherwise transfer ownership (or other rights) to its business assets, the Sign(s), or the real property on which the Sign(s) are located, Customer shall deliver to YESCO written notice of such intention at least thirty (30) days prior to closing. At the time of closing and with proceeds therefrom, Customer shall pay to YESCO an amount equal to the sum of items 1) and 2) of Section 4 above, unless YESCO has previously agreed in writing to Customer's assignment of this Agreement.

All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties, including, if applicable, successors to Customer's interests in the Sign(s), the real property upon which the Sign(s) are located, and any successor owners of interests in any of Customer's business assets. Customer may transfer its interests, rights, and obligations in this Agreement only upon the prior written consent of YESCO. YESCO may freely transfer its interests, rights, and obligations in this Agreement.

8. **CUSTOMER'S SPECIAL DUTIES:** Customer shall obtain for, does warrant to, and shall maintain for YESCO full rights, including rights of access, ingress, and egress, to safely maintain the Sign(s) free and clear of lien, encumbrance, or claim of trespass. Customer shall indemnify YESCO against and hold YESCO harmless from damage or expense resulting from a breach of this provision. Customer shall pay all charges for electrical service, and shall provide all necessary reinforcements to any previously existing building, pole, base, or any other object or surface on which the Sign(s) are or will be installed, or which will be utilized by YESCO in the maintenance thereof. Customer will advise YESCO in writing of all cellular antennas, microwave, and other equipment or hazards that may be dangerous to workers. YESCO's performance is subject to Customer securing or otherwise rendering safe all such dangers whenever YESCO's employees will be in the area.

9. MISCELLANEOUS PROVISIONS:

A. No statements made by YESCO's account executive(s) shall be binding unless incorporated herein in writing. Although this Agreement may be signed by YESCO's account executive(s), this Agreement shall not be binding upon YESCO for any purpose until an executive officer or another authorized agent of YESCO accepts this Agreement for YESCO by signing below.

B. Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of eighteen (18) percent or the maximum rate allowed by law.

C. Performance by YESCO shall be subject to delay by strikes, breakage, fires, unforeseen commercial delays, insurrections, wars, acts of terror, acts of God, governmental regulations, or other causes beyond YESCO's reasonable control.

D. Customer acknowledges that government authorization to maintain the Sign(s) may be revoked or terminated. Customer will not be released from its payment obligations herein if the Sign(s) are installed at a location deemed to be illegal, or if government authorization is revoked or terminated. Customer shall pay all costs incurred to comply with future federal, state, or local regulations, or authoritative interpretations thereof.

E. YESCO's listing of contractor's licenses available on the Internet at <http://www.yesco.com/licenses.html> is incorporated by reference herein.

This document is a complete integration and final expression of the agreement between YESCO and Customer, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

IN WITNESS WHEREOF, CUSTOMER ACKNOWLEDGES THAT THIS DOCUMENT HAS BEEN READ, IS UNDERSTOOD, AND AGREES TO BE BOUND BY THE SAME.

Lander County A Political Subdivision of the State of Nevada

Customer

Dean Bullock

By *Chairman*
Executive Director

Dean Bullock
Gene P. Echeverry

Title

Printed Name

Date Signed

For value received, payment and performance by Customer is unconditionally and personally guaranteed by: _____ (no title)

Gene Rogers

Account Executive

Accepted for YESCO:

By

Title

Printed Name

YESCO Agreement Number



ADDENDUM #1 TO MAINTENANCE AGREEMENT

This ADDENDUM #1 to the MAINTENANCE AGREEMENT dated May 24, 2012, is made by and between LANDER COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as Lander County, and YESCO, LLC., hereinafter referred to as YESCO.

RECITALS

WHEREAS, it is in the public interest for Lander County to erect an electric message center on Lander County property in order to convey public events and other important information to the citizens of Lander County;

WHEREAS, YESCO desires maintain that electric message center for Lander County;

WHEREAS, Lander County and YESCO entered into a MAINTENANCE AGREEMENT on May 24, 2012 and now mutually desire to amend that agreement; and

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

TERMS AND CONDITIONS

1. Amendment:

- a. Paragraph 5 of the MAINTENANCE AGREEMENT between Lander County and YESCO, dated May 24, 2012, is hereby amended to state:

12. DISPUTES: The parties agree to employ good faith efforts to amicably resolve any claims or disputes that may arise. If unsuccessful for any reason, upon written notice to the other party, either party may submit the claim or dispute to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in the Sixth Judicial District Court of the State of Nevada. This Agreement shall be governed and construed in accordance with Nevada Law, without regard to its conflict of law provisions. YESCO shall not be liable for incidental or consequential damages, including lost profits, irrespective of cause or theory. Should either party be required to pursue legal action to enforce the terms and conditions of this agreement, the prevailing party shall be entitled reasonable attorney fees and court costs.



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IN WITNESS THEREOF, the parties hereto have executed this Addendum #1 as of the signatures indicated below:

LANDER COUNTY

LANDER COUNTY BOARD OF COMMISSIONERS

By: Dean Bullock Date: 5/24/12
DEAN BULLOCK, Chair

Attest:

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

YESCO

By: Gordie Rogers Date: 5-23-12
GORDIE ROGERS, Account Executive

LANDER COUNTY COMMISSION MEETING

May 24, 2012

AGENDA ITEM NO. 7

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding approval of Food Service Agreement between Lander County and Lander County School District for provision of school lunches to Austin Combined Schools under the National School Lunch Program and other matters properly related thereto.

Public comment.

Background:

The Food Service Agreement between Lander County and the Lander County School District for provision of lunches to Austin Combined Schools under the National School Lunch Program is brought before the Commission for consideration.

The purpose of the Agreement is to provide the benefits of the National School Lunch Program to the Austin School four (4) days per week using the facilities and labor of the Austin Senior Center. The County bills the Lander County School District for the actual costs of providing food services to the Austin School with such costs including salaries, benefits and food cost.

The term of the Agreement is one (1) year, commencing July 1, 2012 and terminating June 30, 2013. This is a standard Agreement which is subject to annual renewal at the concurrence of the Lander County Board of Commissioners and the Lander County School District Board of Trustees.

Recommended Action:

It is recommended that the Commission approve the Food Service Agreement between Lander County and the Lander County School District to provide a lunch program to the students at the Austin Combined School for the period of one (1) year, commencing July 1, 2012 and terminating June 30, 2013.

DOC # 0264281

06/12/2012

11:11 AM

Official Record

Recording requested By

LANDER COUNTY CLERK

Lander County - NV

Idonna Trevino - Recorder

Fee: Page 1 of 7

RPTT: Recorded By: TO

Book- 633 Page-0884



0264281

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

**AGREEMENT FOR FOOD SERVICES BETWEEN
LANDER COUNTY SCHOOL DISTRICT & LANDER COUNTY**

TITLE OF DOCUMENT

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

This cover page must be typed or printed.



FOOD SERVICE AGREEMENT

This agreement is made and entered into this 9th day of May, 2012, by and between the **Lander County School District**, a political subdivision of the State of Nevada, hereinafter referred to as the **School District** and **Lander County**, a political subdivision of the State of Nevada, hereinafter referred to as **County**.

I. RECITALS

1. NRS Chapter 277 permits political subdivisions to enter into cooperative agreements for the performance of any governmental function, which includes the furnishing or exchange of personnel, equipment, property or facilities of any kind, or the payment of money.
2. The following agreements shall be considered a part of this Agreement.
 - A. National School Lunch Program Agreement between the Department of Education (State Agency) and **School District**.
 - B. Agreements between the Food Distribution Program and the **School District** and **County**.
3. The **National School Lunch Program** shall be hereinafter referred to as **Program**.
4. **School District** is responsible for the administration and operation of the **Program** for its schools.
5. Copies of these Agreements shall be maintained on file together with this Food Service Agreement by all parties involved:

Lander County, 315 S. Humboldt, Battle Mtn., Nevada 89820

Lander County School District, 625 Weaver Ave., Battle Mtn., Nevada 89820

George E. Schwin Senior Center, 365 E. Fourth, Battle Mtn., Nevada 89820

Austin Senior Center, Austin, Nevada 89310

6. The purpose of this Agreement is to provide more economically the benefits of the **Program** to the students at the Austin School, hereinafter referred to as the **Austin School**, four (4) days a week using the facilities and labor from the Austin Senior Center and staff, hereinafter referred to as **Austin Center**.
7. The location of the food preparation facility is intended to be:

Austin Senior Center

Main Street

Austin, Nevada 89310



8. The location of the feeding facility is intended to be:
Austin Combined Schools
200 Highway 305 N
Austin, Nevada 89310

II. DUTIES AND OBLIGATIONS

A. Payment and Costs of Meals

1. **George E. Schwin Senior Center**, hereinafter **GES Center**, will bill **School District** monthly for actual costs to **County**, i.e. actual cost of salaries, benefits, cost of food, and any other cost that may be incurred. The files showing the itemized costs billed shall be made available to **School District** upon request.

2. Payment will be made by **School District** to the **GES Center** by the 20th of the following month or when **School District's** reimbursement check arrives, whichever is later. Payments made to the **GES Center** shall be deposited into its non-profit food fund account and all expenditures made by the **Austin Center** in connection with this Agreement shall be paid from such account.

3. No Payment will be made for meals that are spoiled or unwholesome at the time of delivery, that do not meet detailed specifications as determined by the Federal regulations, or that do not otherwise meet the requirements of this Agreement.

4. Lunch Money collection procedures shall be the sole responsibility of the **School District**.

5. **School District** shall be solely responsible for provision and cost of all office materials, copying expenses, disposable supplies and postage fees.

B. Equipment/Utensil Cost Responsibility

1. The **County** through the **Austin Center** shall be responsible for routine maintenance and major repair of equipment used at **Austin Center**.

2. The **School District** shall be responsible for routine maintenance and major repair of equipment used at the **Austin School**.

3. The **County** through the **Austin Center** shall be responsible for the original purchase and replacement of kitchen utensils used at **Austin Center**.

4. The **School District** will be responsible for the original purchase and replacement of kitchen utensils used at the **Austin School**.



C. Self-Supporting: This program will be self-supporting through the fees collected and remitted by **School District**. The **County** and **GES Center** will provide support for the efficient operation of **Program** at **Austin Center**. **County** shall not subsidize this Agreement.

D. Menu Planning: The **School District** agrees to accept the menus as provided by **Austin Center** as long as they comply with the requirements contained in this Agreement.

E. Student, Parent, and Community Involvement:

1. The **School District** shall establish an advisory board composed of parents, teachers, and students to assist **Austin Center** in menu planning as required for all sites with food service management companies per 7 CFR Part 210.16a(9).

2. The **School District** will promote activities to involve students, parents, and the community in the **Program** as required by 7 CFR Part 210.12. The results of these activities will be documented and maintained on file by **County** and by **School District**.

F. Menu Planning and Production Worksheets/Food Purchase Records: Menu planning and production worksheets will be partially completed weekly by the staff at **Austin Center**. The Food-Purchase Record will be used to place the food order. The Menu Planning and/or Production Worksheets will be completed at the end of the meal service. These records will be submitted to the **School District** no later than the first Tuesday of the claim month.

G. Standards and Specifications

1. Meals will comply with the standards as stated in Title 7, Code of Federal Regulations (CFR), Part 210.10.

2. When prepared products are included in the **Program** menu, the manufacturer's specifications will be obtained before the items are purchased to determine the product's contribution toward **Program's** meal pattern. This information will be obtained from the vendor or by writing directly to the manufacturer of the product. The specifications will be submitted to the **School District** and maintained on file with the Menu Planning and/or Production Worksheets and will be updated annually.

3. The **Austin Center** must meet all applicable state and local health regulations (7 CFR Part 210.9(B)(13)) in preparing and delivery of meals to **Austin School**.

H. Meal Preparation and Delivery: A meal will be prepared daily four (4) times a week by the **Austin Center** personnel. The school will call in a meal count daily. The exact amount of meals as called in on each day will be delivered by a school worker at 11:30 a.m. in disposable containers. Any changes in the delivery schedule must be agreed upon mutually by the parties.

I. Meal Counts: Daily meal counts will be completed the day before meal service by the teachers at **Austin School**. The meal counts will be completed using the attached form or a ticket system. The daily meal count records and the money collected from paying students and



teachers will be submitted to the **School District's** office along with the Menu Planning and/or Production Worksheets no later than the first Tuesday of the following month. **A daily meal count is required; a count of delivered meals is not acceptable.**

J. USDA Donated Food: USDA donated food received by **School District** at the **Austin Center** will be used to benefit the Austin school children participating in the **Program**. The USDA donated foods will be stored at **Austin Center**. The storage, handling, and distribution of the USDA donated foods will comply with 7 CFR part 250. Two separate inventories of commodity food will be maintained at the **Austin Center** for the **School District** and inventory will be reported monthly to **School District**. **School District** will submit the required quarterly inventory to **Program**.

K. Record keeping Requirements: All **Program** records will be maintained by **School District** and **County** for a period of three Federal fiscal years for inspection and audit by representatives of the Nevada State Department of Education, U.S. Department of Agriculture, and the U.S. General Accounting Office, at any reasonable time and place with or without notice. If audit findings have not been resolved, the record must be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.

L. Site Reviews by School District: For purposes of inspection and audit, **School District** will have access, with or without notice to the **Austin Center** for the operation of **Program** during the **Austin Center's** hours of operation. .

M. Trial Period/Extension:

1. This agreement shall be in effect from July 1, 2012 until June 30, 2013. After the first ninety (90) calendar days have passed the parties shall evaluate this Agreement and determine whether or not to terminate this Agreement at that time, or to continue the Agreement with modifications.
2. After the initial ninety (90) days, this Agreement may be terminated prior to the stated termination date for cause. Any termination for cause must be done with thirty (30) days prior notice. The Nevada Department of Education will be notified of such action by the **School District** at the time a decision is made to terminate the program by either party. (7 CFR, Part 210.16.d).
3. Given no termination of agreement per M-1, this agreement will be extended on a year-to-year basis.

N. Agreement Modification: The terms of this agreement shall not be modified or changed without prior written consent of both parties, and with the approval from the Nevada Department of Education. Any modifications to the price of the meals shall be instituted after the **School District's** winter vacation.



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O. Indemnification

1. The **County** shall indemnify and hold the **School District** harmless from any loss, claim, or damage to persons or property arising out of the **County's** or **Austin Center's** actions.

2. The **School District** shall indemnify and hold the **Center** and **County** harmless from any loss, claim, or damage to persons or property arising out of the **School District's** actions.

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

LANDER COUNTY BOARD OF COMMISSIONERS

By: Dean Bullock
County Commissioner Chairperson

Date: 5/24/12

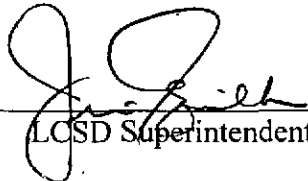
ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: Sadie Sullivan
County Clerk

By: James R. Brown
Lander County District Attorney [Deputy]

LANDER COUNTY SCHOOL DISTRICT


By: 
LCSD Superintendent

Date: 5-10-12

GEORGE E. SCHWIN SENIOR CENTER

By: 
Director

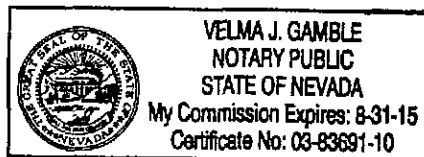
Date: 5/24/12


By: 
Director

Date: 6-8-12

STATE OF NEVADA)
)ss.
COUNTY OF LANDER)

On this 10th day of May, 2012, personally appeared before me, Jim Squibb, Superintendent of the Lander County School District, known to me to be said person, who acknowledged that he executed the foregoing instrument and that he is authorized by the board thereof to execute such agreement on behalf of said school district.




Notary Public

LANDER COUNTY COMMISSION MEETING
May 24, 2012

AGENDA ITEM NO. 8

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding governance of the proposed community recreation center and other matters properly relating thereto.

Public comment.

Background:

The governance of the proposed community recreation center is brought before the Commission for consideration.

Members of the ad hoc Committee for a Battle Mountain community recreation center will present information on this item to the Commission.

Recommended Action:

No recommendation for Commission action on this item is being conveyed at this time.

AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: 5-24-12NAME: Rusty Bahr
John S Herve REPRESENTING: ad hoc Committee Community/Rec CenterADDRESS: 625 S. Broad St.PHONE (H): _____ (W): 635-8245 (FAX): 635-8064WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: WORK.WHO WILL BE ATTENDING THE MEETING: Rusty Bahr - John S Herve - Paula TomeraJOB TITLE: Chair / Vice Chair / Committee member.

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

Discuss and Vote on the Governance of the
proposed Community/Rec Center.

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

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST:
AMOUNT: _____YES ☐ NO ☐HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING?
WHEN? _____YES ☒ NO ☐

WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING?

YES ☒ NO ☐

HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT HEAD?:

YES ☒ NO ☐

FOR REVIEW BY:

AIRPORT	_____
AMBULANCE	_____
ARGENTA J.P.	_____
ASSESSOR	_____
AUSTIN J.P.	_____
CLERK	_____
COMM. DEVT.	_____

DIST. ATTY.	_____
EXE. DIR.	_____
FIRE	_____
GOLF	_____
PARKS & REC.	_____
PUBLIC WORKS	_____
RECORDER	_____

SENIOR CTR.	_____
SHERIFF	_____
SOCIAL SVC.	_____
TREASURER	_____
W & S	_____
OTHER	_____

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

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

Paula TomeraDATE: 5-10-12BOARD MEETS THE 2ND AND 4TH THURSDAY OF EACH MONTH
COMMISSION FAX (775) 635-5332 .

LANDER COUNTY COMMISSION MEETING

May 24, 2012

AGENDA ITEM NO. 9

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding sage grouse policy approved by the Lander County Public Land Use Advisory Planning Commission (PLUAPC) and other matters properly relating thereto.

Public comment.

Background:

The Sage Grouse Policy approved by the Lander County Public Land Use Advisory Planning Commission (PLUAPC) is brought before the Commission for consideration.

This Policy appears to fully address the general circumstances in Lander County as they relate to the possible listing of the Sage Grouse on the "Endangered Species List." The Policy delineates measures to conserve and enhance habitat and, therefore, provide the sage grouse population the broadest opportunity to stabilize and increase. Most measures stated within the Policy involve Lander County partnering with programs already in place to accomplish this goal.

"Coordination and Consultation"

Recommended Action:

It is recommended that the Commission uphold the recommendation of the Lander County Public Land Use Advisory Planning Commission (PLUAPC) and accept and approve the "Policies and Recommendations of the Lander County Public Land Use Advisory Planning Commission for Sage Grouse Conservation."

**Proposed Policies and Recommendations
Lander County Public Land Use Advisory Planning Commission
For Sage Grouse Conservation**

SG 1. Support efforts to control of noxious weeds and other invasive species.

SG.1.1 In accordance with the 2010 Lander County Master Plan, the County Road Department will coordinate road grading and maintenance planning activities in a manner which reduces or minimizes the potential for the spread of noxious weeds.

SG.1. 2 Lander County will continue to support local efforts to reduce the spread of noxious weeds and other invasive species by coordinating efforts with appropriate agencies.

SG.1.3 Lander County will encourage the Union Pacific railroad to take measures to control noxious weeds along existing rights of ways. Lander County will work with NRCS and the Conservation District to develop potential measures.

SG.1.4 Land clearing activities should be minimized to reduce the potential for the spread of noxious weeds throughout Lander County especially in areas where such activity encroaches upon existing agricultural areas. Lander County will provide measures to minimize removal of native vegetation, soil disturbance, and other natural features when land clearing for new development has the potential to contribute to the spread of noxious weeds and invasive species.

SG.2 Minimize impacts from proposed new development in priority Population Management Units (PMUs) which have the potential to adversely affect Sage Grouse populations.

SG.2.1 Lander County may require a special use permit for proposed new development in locally established high priority sage grouse population management units (PMUs). Such areas are identified in Figure SG-1.

SG.2.2 Identify specific locations within high priority PMUs that may warrant protective measures and special use permit conditions which impose specific mitigation if such lands are proposed for future development.

SG2.2.1 A map with designated sites will be presented to the Board of County

Commissioners and the public for review and comment. Special use permit conditions will be identified and will require current landowner concurrence.

SG2.2.2 Lander County will provide land owner with development concessions to ensure the development potential under the prevailing zoning is fully realized. Land owner will not be responsible for the cost of sage grouse conservation improvements or mitigation improvements.

SG.2.3 During the development review process for sites identified in SG2.2, Lander County will contact NDOW, NRCS and BLM to consult on pending proposals.

SG.2.4 Lander County will continue to monitor other areas within high priority PMUs that may require mitigation measures and conservation improvements.

SG.2.5 Lander County will minimize, to the extent practical, new road construction and maintenance activity during March through May when such activities are likely to affect critical habitat. Emergency circumstances may require exceptions to this policy.

SG.2.6 Lander County supports land transactions and change in ownership to protect critical sage grouse habitat as long as such transactions do not reduce the private land base in Lander County. Conservation easements could be utilized to compensate land owners for future development potential while maintaining current uses.

SG.3 Lander County will support Locally developed sage grouse conservation measures and planned activities.

SG.3.1 Lander County will maintain Predator/Raven Control at the County Landfill site and surrounding areas. Lander County will seek funding through various programs to implement predator control. Predator control may be expanded to other areas as needed to reduce impacts to Sage Grouse nesting.

SG.3.2 Lander County will support Pinyon/Juniper removal activities on public and private lands in Lander County.

SG.3.3 In cooperation with livestock permittees, Lander County will support fencing of springs and seeps and riparian areas. Lander County will encourage private landowners to participate in similar programs.

SG.3.4 Assist local ranching operations to apply for funding available through the Farm Bill for Pinyon/Juniper removal and other sage grouse conservation measures.

SG3.5 Work with BLM and USFS to establish expedited environmental review procedures for activities on public lands involving sage grouse conservation efforts. Federal environmental review requirements can create significant delays in sage grouse conservation and recovery efforts. BLM should prepare an environmental document covering multi-year conservation activities in Lander County.

SG3.6 Encourage the use of State of Nevada conservation camps to conduct conservation measures and activities to protect and conserve Sage Grouse in Lander County.

SG3.7 Federal agencies shall be encouraged to establish recovery goals for Sage Grouse populations.

SG.4 Livestock Grazing and Wildhorse and Burro Management

SG.4.1 Wild Horses and Burro populations must be maintained at appropriate levels to minimize adverse impacts to Sage Grouse. Wildhorse and burro population have not been effectively controlled in Nevada and Lander County resulting in significant damage to resources. Lander County supports BLMs efforts to improve management and substantially reduce overpopulation.

SG.4.2 BLM should have sale authority to reduce captive herd size and to redirect limited financial resources to control horse populations, reduce resource degradation, and minimize adverse impacts to sage grouse.

SG.4.3 Lander County supports the Nevada Associations of Counties position on horse and burro management.

SG.4.4 Lander County supports adaptive grazing management practices. Adaptive Management and collaborative processes should be instituted to consider possible solutions, implement on-the-ground changes/enhancement activities and monitor for results. Adaptive management practices should be taken on a local basis, involving an inclusive opportunity for all locally affected stakeholders (private sector and government). Inherent in Adaptive Management is that it recognizes progression towards ultimate resource goals through measurable objectives

SG.4.5 Lander County does not support new regulations to improve rangeland health. BLM already has sufficient regulatory authority over grazing management. Additional and new regulations will provide little meaningful benefit. BLM should avoid a one size fits all top down programmatic approach to rangeland management.

SG.4.6 Given the potential for beneficial gains to enhanced protection of habitat areas (especially for the management of fine fuel loads and invasive plants), properly managed livestock grazing should be the focus rather than grazing prohibition.

SG.5 Coordination and Consultation with Local Agencies is Critical and Required.

SG.5.1 Coordination with local governments is mandated and guaranteed regardless of cooperating agency status and regardless of formal comment being submitted by a local government during the official public scoping period (see 40 CFR § 1501.6 and § 1508.5). This relationship should extend beyond BLM merely informing local agencies of pending actions.

SG.5.2 The notice of intent for the Western Region Sage Grouse Conservation Environmental Impact Statement and Land Use Plan Amendments invites the public *"to nominate or recommend areas on public lands for greater sage-grouse and their habitat to be considered as Areas of Critical Environmental Concern as part of this planning process."* Public notice and opportunity for comment shall be required before any such areas are designated in Lander County.

SG.5.3 Annually, the BLM, NDOW, USFS, and the US Fish and Wildlife Service should provide updates on recovery efforts both regionally and in Lander County. Such agencies should report on monitoring, data collection, populations, and measurable progress toward established goals for the Sage Grouse.

SG.5.4 Lander County will designate a local government agency to be the primary point of contact for Sage Grouse related activity.

SG.6 Lander County supports the prohibition of Sage Grouse hunting in priority PMUs such as the Fish Creek Mountains, and the Battle Mountains, Additional areas should be reviewed and considered for further restrictions especially in areas being considered for additional

protective measures.

SG.7 Conservation activities and other measures imposed to protect sage grouse shall minimize adverse impacts to important economic sectors in Lander County such as mining, agriculture, recreation, and other natural resource development. Appropriate alternatives for conservation activities shall be considered and discussed with before being implemented.

LANDER COUNTY COMMISSION MEETING
May 24, 2012

AGENDA ITEM NO. 10

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding approval/disapproval of Addendum to Fiscal Year 2011-2012 Contract for Library Service between the Elko County Library Board of Trustees and Lander County, in the amount of \$1,251.00, and other matters properly related thereto.

Public comment.

Background:

The Addendum to Fiscal Year 2011-2012 Contract for Library Service between the Elko County Library Board of Trustees and Lander County, in the amount of \$1,251.00, is presented for Commission consideration.

This addendum reflects the increased cost to expand the working hours of the Branch Library Assistant employed at the Battle Mountain Public Library. The hours for this position must be increased from 24 to 30 hours per week in order for that employee to be eligible for coverage under the Elko County Group Health Insurance Program.

This addendum is for the balance of the Fiscal Year 2011-2012 (CURRENT) Library Services Contract.

The Commission, during the Public Hearing on the Fiscal Year 2012-2013 Tentative Budget, held Monday, May 21, 2012, did not approve the amendment to accommodate this increase in hours and costs in the Fiscal Year 2012-2013 (UPCOMING) Library Services Contract.

Recommended Action:

It is recommended that the Commission approve the Addendum to Fiscal Year 2011-2012 Contract for Library Service between the Elko County Library Board of Trustees and Lander County, in the amount of \$1,251.00, to accommodate the provision of insurance coverage for the Branch Library Assistant at the Battle Mountain Public Library through June 30, 2012.

AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: 5/24/12NAME: JEANNETTE HAMMONS
LAURA OKI REPRESENTING: ELKO COUNTY LIBRARYADDRESS: 720 COURT ST. ELKOPHONE (H): _____ (W): 738-3066 (FAX): 738-8262WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 738-3066WHO WILL BE ATTENDING THE MEETING: Jeannette Hammons & Laura OkiJOB TITLE: Library Director & Assistant DirectorSPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Wage + benefit addendum
to existing to existing contract + fiscal year 2012/13 based
upon health insurance eligibility requirements.WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE?
to approve the necessary increases in wages & benefits to keep the library
personnel covered under the health insurance.ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST: YES ☐ NO ☐
AMOUNT: _____HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES ☐ NO ☒
WHEN? _____WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING? YES ☒ NO ☐HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT HEAD? YES ☐ NO ☐

FOR REVIEW BY:

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

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

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

Laura OkiDATE: 5/9/12BOARD MEETS THE 2ND AND 4TH THURSDAY OF EACH MONTH
COMMISSION FAX (775) 635-5332#
10

May 9, 2012

Dear Lander County Commissioners:

On May 8, 2012, the Assistant Elko County Manager and CFO, brought to our attention that employees who do not work a regular 30 or more hours per week are not eligible for health care coverage. To address this issue and maintain health insurance coverage for the Branch Library Assistant in Battle Mountain, it will be necessary to increase her hours from 24 per week to 30 per week. If the hours are not allowed to be increased, the Branch Library Assistant will be terminated from insurance coverage.

We have included the costs for the remainder of FY 2011-2012 in an addendum to the current budget and have readjusted the 2012-13 contract budget to allow for this increase.

We have asked to be placed on your May 24th County Commission meeting to address any of your questions and approve the changes.

Respectfully,

Jeanette M. Hammons
Library Director

Laura Oki
Assistant Library Director

DOC # 0264282

06/12/2012

11:14 AM

Official Record

Recording requested By

LANDER COUNTY CLERK

Lander County - NV

Idonna Trevino - Recorder

Fee:

Page 1 of 5

RPTT:

Recorded By: TO

Book- 633 Page- 0891



0264282

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

**ADDENDUM TO THE CONTRACT FOR LIBRARY SERVICE BETWEEN
THE BOARD OF TRUSTEES OF THE ELKO COUNTY LIBRARY AND
THE LANDER COUNTY COMMISSIONERS**

TITLE OF DOCUMENT

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

This cover page must be typed or printed.



ADDENDUM TO THE CONTRACT FOR LIBRARY SERVICE

THIS AGREEMENT, made and entered into effective the 24th day of MAY, by and between the BOARD OF TRUSTEES OF THE ELKO COUNTY LIBRARY, hereinafter referred to as ELKO and the LANDER COUNTY BOARD OF COMMISSIONERS hereinafter referred to as LANDER.

WITNESSETH:

WHEREAS, LANDER has determined that public library services are in the public interest and is unable to finance the establishment of its own facility:

WHEREAS, ELKO is willing and able to provide services to LANDER as hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and by virtue of the authority granted by the provisions of Chapters 378 and 379 of the Nevada Revised Statutes, it is mutually agreed as follows:

1. This contract shall commence July 1, 2011, and shall terminate of June 30, 2012.

2. It is expressly understood and agreed by the parties hereto that said parties shall perform all lawful acts necessary to accrue the mutual benefits of cooperative action.

3. LANDER herewith agrees to pay to ELKO the sum of \$1,251.00 in quarterly installments, beginning the month prior to the commencement of the contract as stated in paragraph 1, to be used by Elko in defraying costs of materials and services hereinafter

**Contract for Library Services (con't)****Page 2**

described to be rendered to LANDER.

4. ELKO herewith agrees to establish and maintain public library services at AUSTIN and BATTLE MOUNTAIN for the use and benefit of the residents of LANDER County.

5. ELKO herewith agrees to provide and maintain at the library facility at AUSTIN, 1,500 volumes; and at the library facility at BATTLE MOUNTAIN, 4,200 volumes.

6. LANDER will recommend to ELKO persons to act as library assistants. ELKO will employ, terminate, and supervise said library assistants, and provide in-service training in library techniques and services. The library assistant at AUSTIN shall be expected to devote 12 hours per week exclusively to the library facility; and the library assistant at BATTLE MOUNTAIN shall be expected to devote 26 hours per week exclusively to the library facility.

7. LANDER will provide and maintain in good order adequate quarters to house the library service and provide utilities for the library facilities.

8. LANDER will provide for basic utilities at library facilities including monthly phone service for voice and fax. Computer phone lines, library circulation software, maintenance, and other services associated with the computer network will be paid by Elko with funds herein provided.

9. ELKO will provide the salaries and "Other Post-Employment Benefits" (OPEB) for said library assistants as mandated by Lander County Commission or the Nevada State Legislature will be paid out of the funds herein provided. Cost associated with previous employees eligible and receiving the OPEB will be paid out of the funds



Contract for Library Services (con't)

Page 3

herein provided.

10. ELKO will provide free mail service for library materials to rural residents of LANDER County, and ELKO librarians will make such trips to LANDER County as necessary to provide adequate services there.

11. Library facilities of ELKO County shall be available to residents of LANDER County, together with interlibrary loan privileges.

12. LANDER County retains the ownership of all library equipment and furnishings purchased with funding from LANDER County. Equipment and furnishings purchased with funding from ELKO County or through the grant process by ELKO County staff remain of the inventory and in the possession of ELKO County.

13. Should any party hereto breach the terms of this agreement, the exclusive right of the other party shall be the right to cancellation of this contract, effective upon sixty (60) days written notice to the other party, with payment of funds to be made pro rata to termination date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and first above written.

BOARD OF TRUSTEES OF THE ELKO
COUNTY LIBRARY SYSTEM

By Wendy D. McClure
Chairman

LANDER COUNTY BOARD OF
COUNTY COMMISSIONERS

By Dean Bullock
Chairman

Attest Sadie Sullivan

LANDER County Clerk



**LANDER COUNTY
BUDGET ADDENDUM
2011/12**

SALARIES:

Salaries:

Battle Mountain,	\$961.00	\$ 961.00
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Retirement:

Battle Mountain,	\$228.00	\$ 228.00
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PAC/Medicare/Unemployment:

Austin and Battle Mountain Combined,		\$ 62.00
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Total		\$1,251.00
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LANDER COUNTY COMMISSION MEETING
May 24, 2012

AGENDA ITEM NO. 11

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding approval/disapproval of an agreement between the Elko County Library Board of Trustees and Lander County, in the amount of \$116,666.00, replacing the Agreement previously approved by the Commission on March 8, 2012, for library services in Battle Mountain and Austin and other matters properly relating thereto.

Public comment.

Background:

The Agreement between the Elko County Library Board of Trustees and Lander County, in the amount of \$116,666.00, replacing the Agreement previously approved by the Commission on March 8, 2012, for library services in Battle Mountain and Austin, is presented for Commission consideration.

This Agreement reflects the adjustment to the previously approved Contract to reflect the increased cost to expand the working hours of the Branch Library Assistant employed at the Battle Mountain Public Library. The hours for this position must be increased from 24 to 30 hours per week in order for that employee to be eligible for coverage under the Elko County Group Health Insurance Program. Total annual cost of this increase in hours would be \$6,235.00.

The Commission, during the Public Hearing on the Fiscal Year 2012-2013 Tentative Budget, held Monday, May 21, 2012, did not approve the amended Agreement to accommodate this increase in hours and costs in the Fiscal Year 2012-2013 (UPCOMING) Library Services Contract.

Recommended Action:

It is recommended that the Commission re-affirm their position taken during the May 21, 2012 Public Hearing on the Fiscal Year 2012-2013 Tentative Budget and NOT APPROVE the Agreement between the Elko County Library Board of Trustees and Lander County, in the amount of \$116,666.00, replacing the Agreement previously approved by the Commission on March 8, 2012, for library services in Battle Mountain and Austin.

AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: 5/24/12NAME: JEANNETTE HAMMONS
LAURA OKI REPRESENTING: ELKO COUNTY LIBRARYADDRESS: 720 COURT ST. ELKOPHONE (H): _____ (W): 738-3066 (FAX): 738-8262WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 738-3066WHO WILL BE ATTENDING THE MEETING: JEANNETTE HAMMONS & LAURA OKIJOB TITLE: LIBRARY DIRECTOR & ASSISTANT DIRECTORSPECIFIC REQUEST TO BE PLACED ON THE AGENDA: WAGE & BENEFIT ADDENDUM
TO EXISTING TO EXISTING CONTRACT + FISCAL YEAR 2012/13 BASED
UPON HEALTH INSURANCE ELIGIBILITY REQUIREMENTS.WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE?
TO APPROVE THE NECESSARY INCREASES IN WAGES & BENEFITS TO KEEP THE LIBRARY
PERSONNEL COVERED UNDER THE HEALTH INSURANCEARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST: YES _____ NO _____
AMOUNT: _____HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES _____ NO ✓
WHEN? _____WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING? YES ✓ NO _____

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

FOR REVIEW BY:

 AIRPORT _____
 AMBULANCE _____
 ARGENTA I.P. _____
 ASSESSOR _____
 AUSTIN I.P. _____
 CLERK _____
 COMM. DEVT. _____

 DIST. ATTY. _____
 EXE. DIR. _____
 FIRE _____
 GOLF _____
 PARKS & REC. _____
 PUBLIC WORKS _____
 RECORDER _____

 SENIOR CTR. _____
 SHERIFF _____
 SOCIAL SVC. _____
 TREASURER _____
 W & S _____
 OTHER _____
THE EXECUTIVE DIRECTOR RESERVES THE RIGHT TO REJECT OR RECOMMEND TABLING
ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.

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

Laura OkiDATE: 5/9/12BOARD MEETS THE 2ND AND 4TH THURSDAY OF EACH MONTH
COMMISSION FAX (775) 635-5332#
11

May 9, 2012

Dear Lander County Commissioners:

On May 8, 2012, the Assistant Elko County Manager and CFO, brought to our attention that employees who do not work a regular 30 or more hours per week are not eligible for health care coverage. To address this issue and maintain health insurance coverage for the Branch Library Assistant in Battle Mountain, it will be necessary to increase her hours from 24 per week to 30 per week. If the hours are not allowed to be increased, the Branch Library Assistant will be terminated from insurance coverage.

We have included the costs for the remainder of FY 2011-2012 in an addendum to the current budget and have readjusted the 2012-13 contract budget to allow for this increase.

We have asked to be placed on your May 24th County Commission meeting to address any of your questions and approve the changes.

Respectfully,

Jeanette M. Hammons
Library Director

Laura Oki
Assistant Library Director

CONTRACT FOR LIBRARY SERVICE

THIS AGREEMENT, made and entered into effective the 24th day of MAY, by and between the BOARD OF TRUSTEES OF THE ELKO COUNTY LIBRARY, hereinafter referred to as ELKO and the LANDER COUNTY BOARD OF COMMISSIONERS hereinafter referred to as LANDER.

WITNESSETH:

WHEREAS, LANDER has determined that public library services are in the public interest and is unable to finance the establishment of its own facility:

WHEREAS, ELKO is willing and able to provide services to LANDER as hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and by virtue of the authority granted by the provisions of Chapters 378 and 379 of the Nevada Revised Statutes, it is mutually agreed as follows:

1. This contract shall commence July 1 , 2012 , and shall terminate of June 30 , 2013 .

2. It is expressly understood and agreed by the parties hereto that said parties shall perform all lawful acts necessary to accrue the mutual benefits of cooperative action.

3. LANDER herewith agrees to pay to ELKO the sum of \$116,666.00 in quarterly installments, beginning the month prior to the commencement of the contract as stated in paragraph 1, to be used by Elko in defraying costs of materials and services hereinafter

described to be rendered to LANDER.

4. ELKO herewith agrees to establish and maintain public library services at AUSTIN and BATTLE MOUNTAIN for the use and benefit of the residents of LANDER County.

5. ELKO herewith agrees to provide and maintain at the library facility at AUSTIN, 1,500 volumes; and at the library facility at BATTLE MOUNTAIN, 4,200 volumes.

6. LANDER will recommend to ELKO persons to act as library assistants. ELKO will employ, terminate, and supervise said library assistants, and provide in-service training in library techniques and services. The library assistant at AUSTIN shall be expected to devote 12 hours per week exclusively to the library facility; and the library assistant at BATTLE MOUNTAIN shall be expected to devote 26 hours per week exclusively to the library facility.

7. LANDER will provide and maintain in good order adequate quarters to house the library service and provide utilities for the library facilities.

8. LANDER will provide for basic utilities at library facilities including monthly phone service for voice and fax. Computer phone lines, library circulation software, maintenance, and other services associated with the computer network will be paid by Elko with funds herein provided.

9. ELKO will provide the salaries and "Other Post-Employment Benefits" (OPEB) for said library assistants as mandated by Lander County Commission or the Nevada State Legislature will be paid out of the funds herein provided. Cost associated with previous employees eligible and receiving the OPEB will be paid out of the funds

herein provided.

10. ELKO will provide free mail service for library materials to rural residents of LANDER County, and ELKO librarians will make such trips to LANDER County as necessary to provide adequate services there.

11. Library facilities of ELKO County shall be available to residents of LANDER County, together with interlibrary loan privileges.

12. LANDER County retains the ownership of all library equipment and furnishings purchased with funding from LANDER County. Equipment and furnishings purchased with funding from ELKO County or through the grant process by ELKO County staff remain of the inventory and in the possession of ELKO County.

13. Should any party hereto breach the terms of this agreement, the exclusive right of the other party shall be the right to cancellation of this contract, effective upon sixty (60) days written notice to the other party, with payment of funds to be made pro rata to termination date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and first above written.

BOARD OF TRUSTEES OF THE ELKO
COUNTY LIBRARY SYSTEM

By _____

Chairman

LANDER COUNTY BOARD OF
COUNTY COMMISSIONERS

By _____

Chairman

Attest _____

LANDER County Clerk



**LANDER COUNTY
BUDGET
2012/2013**

SALARIES:

Salaries:

Austin,	\$ 8,543.00	
Battle Mountain,	\$32,407.00	
Saturday Hours,	\$ 884.00	\$41,834.00

Retirement:

Austin,	none withheld	
Battle Mountain,	\$ 7,590.00	\$ 7,590.00

Insurance:

Austin,	none withheld	
Battle Mountain,	\$ 11,000.00	\$11,000.00

PAC/Medicare/Social Security/Unemployment:

Austin and Battle Mountain Combined,	\$ 3,409.00
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Vacation and Sick Leave (Substitutes/Temp):

Austin and Battle Mountain Combined,	\$ 1,224.00
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Other Post-Employment Benefits

Battle Mountain,	\$11,000.00	\$11,000.00
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Total Salaries	\$76,057.00
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OPERATING EXPENSES:

Supplies:

Austin,	\$ 980.00	
Battle Mountain,	\$1,751.00	
Catalog Production,	\$ 300.00	\$ 3,031.00

Trips/Training (at 55.5 per mile):

Austin,	\$ 358.00	
Battle Mountain,	\$ 160.00	
Training,	\$ 500.00	\$ 1,018.00

Book Leasing:

Austin and Battle Mountain Combined,	\$ 3,800.00
--------------------------------------	-------------

Audio/Video Material:

Austin and Battle Mountain Combined,	\$ 1,500.00
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Equipment Repairs/Supplies:

Austin and Battle Mountain Combined,	\$ 162.00
--------------------------------------	-----------

Computer/Network Access:

Austin and Battle Mountain Combined,	\$ 5,005.00
--------------------------------------	-------------

Total Operating	\$ 14,516.00
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CONTRACT LIBRARY FEE:

Austin and Battle Mountain Combined:	<u>\$ 26,093.00</u>
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TOTAL	\$116,666.00
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LANDER COUNTY COMMISSION MEETING
May 24, 2012

AGENDA ITEM NO. 12

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding approval/disapproval of a parcel map for Randy Clark, Section 24, T32N, R44E, Battle Mountain, APN 011-060-12, splitting one (1) parcel into four (4) parcels and other matters properly relating thereto.

Public comment.

Background:

The parcel map for Randy Clark, Section 24, T32N, R44E, Battle Mountain, APN 011-060-12, splitting one (1) parcel into four (4) parcels, is brought before the Commission for consideration.

The Lander County Planning Commission met in regular session on Wednesday, April 11, 2012 and unanimously recommended approval of this zone change request by the Lander County Commission. This particular parcel map was brought before the Commission during the regular meeting held April 24, 2012, but could not go forward due to lack of signatures on the mylar. This situation has been addressed and the mylar is properly signed.

Lander County Community Services Officer Gina Little will be in attendance to provide further details to the Commission on this item.

Recommended Action:

It is recommended that the Commission uphold the recommendation of the Lander County Planning Commission and approve the zone change request for Randy Clark, Section 24, T32N, R44E, Battle Mountain, APN 011-060-12, splitting one (1) parcel into four (4) parcels.



Lander County Commissioners
315 South Humboldt Street
Battle Mountain, NV 89820
Tel: (775) 635-2885
Fax: (775) 635-5332

AGENDA REQUEST FORM

MEETING DATE REQUESTED: April 26, 2012

NAME: Gina Little REPRESENTING: Community Development Department
ADDRESS: _____
PHONE (H): _____ (W) _____ FAX: _____
WHO WILL BE ATTENDING THE MEETING: Randy Clark
JOB TITLE: _____

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: _____

Discuss and approve/disapprove the following Parcel Map:

Applicant: Randy Clark
Location: Section 24, T32N, R44E, Battle Mountain
APNs: 011-060-12
Type: Splitting one (1) parcel into four (4) parcels

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

Approve parcel map.

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

AMOUNT: \$ County map changes.

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

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

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

FOR REVIEW BY:

CLERK	_____	SHERIFF	_____	J. P.	_____
ASSESSOR	_____	SOCIAL SER.	_____	D. A.	_____
BUILDING	_____	PLANNING	<u>X</u>	TREASURER	_____
AIRPORT	_____	RECORDER	_____	SWIM POOL	_____
R & B	_____	W & S	_____	CIVIC CEN	_____
PARKS	_____	GOLF	_____	FINANCE	_____
FAIR/REC	_____	EXE. DIR	_____	OTHER	_____

**THE COMMISSION RESERVES THE RIGHT TO REJECT OR RECOMMEND
TABLING ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.**

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

Gina Little
SIGNED

4/12/12
DATE

12

LANDER COUNTY PLANNING COMMISSION
315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NV 89820
(775) 635-2860



RECOMMENDATION

Date: April 26, 2012
To: Lander County Board of Commissioners
From: Gina Little, Community Services Officer
Lander County Planning Commission

The Lander County Planning Commission met in regular session on April 11, 2012 to address the following agenda item:

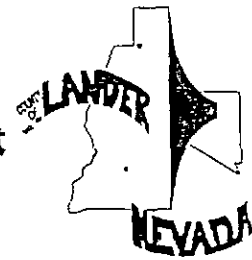
Discuss and approve/disapprove the following Parcel Map:

Applicant: Randy Clark
Location: Sec. 24, T32N, R44E, Battle Mountain
APNs: 011-060-12
Type: Splitting one (1) parcel into four (4) parcels.

The Planning Commission reviewed and discussed the Parcel Map.

Mr. Price made a motion to recommend to the Lander County Board of Commissioners to approve the parcel map, seconded by Mr. Lani. The motion was voted and carried unanimously.

Lander County
Community Development



PARCEL MAP APPROVAL APPLICATION

APPLICANT/OWNER INFORMATION

Applicant(s): Randy Clark Address: 2175 Clark Blvd

Phone Number: 775-635-9600 Battle Mtn. Nv. 89820

Legal Owner(s): Clark Family Trust Address: _____

Phone Number: _____

Applicant's Representative or Engineer: _____

PROJECT INFORMATION

Property Location: 435 Round Mtn. Drive

Assessor's Parcel Number: 011-060-12

Current Zoning: C1 And R1 & M0

Total Number of Parcels and Acreage: 4

Public Utilities will be furnished as follows:

Electricity: yes Water: yes Sewage: yes Forced main

Existing and proposed street dedications are as follows: Quail Run

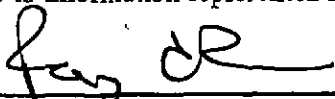
Type of street improvements proposed are as follows: County Standard in place

Existing and proposed fire protection improvements are as follows: Yes in place

Proposed use on each parcel: C1 2 R1. mo

SIGNATURE(S)

I here by certify that the information stated above and on forms, plans and other materials submitted along with this application form is 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.



Owner's Signature

3-26-12

Date

Applicant's Signature (if the person applying is not the owner) _____ Date _____

REQUIRED AT TIME OF APPLICATION

The following must accompany this application:

- A copy of the Grant Bargain and Sale Deed.
- 3 copies of the proposed Parcel Map prepare in accordance with Chapter 16.12 of Lander County Code for review by County Surveyor, Planning Dept & Assessor / Treasurer.
- 12 copies of proposed Parcel Map, (may be 11 x 17).
- Mylar of proposed Parcel Map with all appropriate signatures & any changes required by review.
- If property is improved, include all existing buildings, building setbacks and any other pertinent information.
- Any bonding of roads if applicable.
- A water right per parcel if applicable.
- \$105.00 fee should a waiver letter from the County Surveyor be requested
- \$400.00 certification review (non-refundable).

The following is due by _____ in order to be on the _____
3:00 p.m. Planning Commission Agenda.

DOC # 0251311

05/30/2008

10:00 AM

Official Record

Recording requested By

FIRST AMERICAN TITLE

Lander County - NV

Idonna Trevino - Recorder

Fee: \$15.00 Page 1 of 2

RPTT: \$245.70 Recorded By: SN

Book- 586 Page- 0738



0251311

A.P. No. 011-060-02 and 011-060-02
Escrow No. 151-2356038-PP/IDR
R.P.T.T. \$245.70

WHEN RECORDED RETURN TO:

Randy and Cindy Jo Clark Family Trust
2175 Clark Boulevard
Battle Mountain, NV 89820

MAIL TAX STATEMENTS TO:

Randy and Cindy Jo Clark Family Trust
2175 Clark Boulevard
Battle Mountain, NV 89820

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Sozo Youth Sanctuary Foundation, a Colorado Corporation

do(es) hereby *GRANT, BARGAIN and SELL* to

Randy P. Clark and Cindy Jo Clark, Trustees of the Randy Clark and Cindy Jo Clark Family Trust

the real property situate in the County of Lander, State of Nevada, described as follows:

PARCEL 4 OF LOT 5 OF SECTION 24, TOWNSHIP 32 NORTH, RANGE 44 EAST, M.D.B.&M., AS SHOWN ON THAT CERTAIN MAP FOR C.A. BURD, FILED IN THE OFFICE OF THE COUNTY RECORDER OF LANDER COUNTY, NEVADA ON JULY 7, 1980 AS FILE NO. 99300.


Subject to:

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.


Date: 05/12/2008

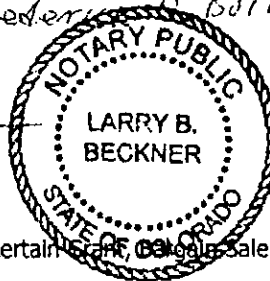
Sozo Youth Sanctuary Foundation, a Colorado corporation


By: Frederick O. Bolton

STATE OF ^{Colorado} ~~NEVADA~~)
COUNTY OF ^{Mesa} ~~ELKO~~) ss.

This instrument was acknowledged before me on May 21, 2008 by Frederick O. Bolton, CFO of
Sozo Youth Sanctuary Foundation.


Notary Public
(My commission expires: 7/16/09)



This Notary Acknowledgement is attached to that certain Grant, Deed Sale Deed dated 05/12/2008 under Escrow No. 151-2356038

PORTION OF THE N1/2 SE1/4 OF SECTION 24, T. 32N., R. 44E., N. D. 5.

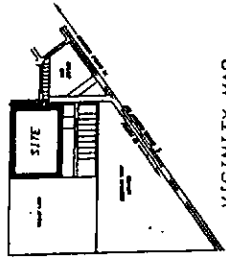
LAND CERTIFICATE
This is to certify that the undersigned, RANDY CLARK and CINDY JO CLARK, have been duly qualified as owners of the land described in the foregoing plat, and that the same has been duly recorded in the public records of the State of Nevada, and that the same is now a part of the public domain of the State of Nevada.

PARCEL 'A-4'
13.32 ACRES

PARCEL 'A-3'
11.18 ACRES

PARCEL 'A-2'
42,568 SQ. FT.
4.9 ACRES

PARCEL 'A-1'
43,967 SQ. FT.
5.0 ACRES



VICTINITY MAP
SCALE 1" = 1000'

NOTES
1. The parcels shown on this plat are located within the N1/2 SE1/4 of Section 24, T. 32N., R. 44E., N. D. 5. The parcels are located within the public domain of the State of Nevada, and are now a part of the public domain of the State of Nevada.
2. The parcels shown on this plat are located within the public domain of the State of Nevada, and are now a part of the public domain of the State of Nevada.
3. The parcels shown on this plat are located within the public domain of the State of Nevada, and are now a part of the public domain of the State of Nevada.

LAND COUNTY COMMISSIONERS CERTIFICATE
I, the undersigned, being duly qualified as owners of the land described in the foregoing plat, and that the same has been duly recorded in the public records of the State of Nevada, and that the same is now a part of the public domain of the State of Nevada.

LAND COUNTY COMMISSIONERS CERTIFICATE
I, the undersigned, being duly qualified as owners of the land described in the foregoing plat, and that the same has been duly recorded in the public records of the State of Nevada, and that the same is now a part of the public domain of the State of Nevada.

LAND COUNTY COMMISSIONERS CERTIFICATE
I, the undersigned, being duly qualified as owners of the land described in the foregoing plat, and that the same has been duly recorded in the public records of the State of Nevada, and that the same is now a part of the public domain of the State of Nevada.

LAND COUNTY COMMISSIONERS CERTIFICATE
I, the undersigned, being duly qualified as owners of the land described in the foregoing plat, and that the same has been duly recorded in the public records of the State of Nevada, and that the same is now a part of the public domain of the State of Nevada.

PARCEL MAP

PREPARED FOR THE
RANDY CLARK AND CINDY JO CLARK
FAMILY TRUST

PORTION OF N1/2 SE1/4 OF SECTION 24,
T. 32N., R. 44E., N. D. 5. & N.
IN LANDER COUNTY, NEVADA

LANDER COUNTY COMMISSION MEETING
May 24, 2012

AGENDA ITEM NO. 13

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding Resolution No. 2012-07, a resolution modifying the fee schedule for the Battle Mountain Water System, and other matters properly related thereto.

Public comment.

Background:

Resolution No. 2012-07, a resolution modifying the fee schedule for the Battle Mountain Water system, is presented for Commission consideration.

Lander County Public Works Foreman, Jacob Edgar, and Public Works Executive Secretary, Tammy Dimitroff, will present the modified fees schedule and the Resolution for implementation to the Commission.

Recommended Action:

It is recommended that the Commission approve the modified fee schedule and approve and adopt Resolution No. 2012-07, a Resolution modifying the fee schedule for the Battle Mountain Water System.

AGENDA REQUEST FORM
MEETING DATE: May 24, 2012

NAME: Jake Edgar REPRESENTING: Water & Sewer

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

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

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

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

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Discussion and possible action regarding Third Installment of Rate : Increase for Water Billing and other matters properly relating thereto.

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

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST?
AMOUNT See attached Rate Chart X YES ___ NO

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? X YES ___ NO
WHEN? June 23, 2011 - last Rate Change for 5 year period

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

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

FOR REVIEW BY:

CLERK	_____	SHERIFF	_____	J.P.	_____
ASSESSOR	_____	WELFARE	_____	D.A.	_____
BUILDING	_____	PLANNING	_____	TREASURER	_____
AIRPORT	_____	REC/AUDITOR	_____	SWIN POOL	_____
R&B	_____	W&S	_____	HOSPITAL	_____
PARKS	_____	GOLF	_____	CIVIC CENTER	_____
FAIR/REC	_____	EX DIRECTOR	_____	OTHER	_____

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE


MEETING DATE: May 24, 2012

Memorandum

To: LANDER COUNTY BOARD OF COMMISSIONERS
From: JAKE EDGAR / PUBLIC WORKS FOREMAN
Date: 5/10/2012
Re: FIVE YEAR RATE INCREASE FOR WATER BILLING

This was approved in 2010 for the Rate Increase for Water Billing.

This was for a Five Year period to offset Operational Costs.

The increase will amount to 4.5% for the FY 12 – 13.

Meter Size # of Users	2010's Rate	FY 10-11 3.50%	FY 11-12 4.0%	FY 12-13 4.50%	FY 13-14 5.00%	FY 14-15 5.50%
R - 3/4" - 999	\$21.25	\$22.00	\$22.90	\$23.95	\$25.15	\$26.55
R - 1" - 13	\$35.00	\$36.25	\$37.70	\$39.40	\$41.40	\$43.70
C - 3/4" - 78	\$21.25	\$22.00	\$22.90	\$23.95	\$25.15	\$26.55
C - 1" - 39	\$35.00	\$36.25	\$37.70	\$39.40	\$41.40	\$43.70
C - 1-1/2" - 8	\$70.00	\$72.45	\$75.35	\$78.75	\$82.70	\$87.25
C - 2" - 33	\$112.00	\$115.95	\$120.60	\$126.00	\$132.30	\$139.60
C - 3" - 4	\$223.00	\$230.80	\$240.05	\$250.85	\$263.40	\$277.90
C - 4" - 5	\$357.00	\$369.50	\$384.30	\$401.60	\$421.70	\$444.90
Flat Rate - 4	\$21.25	\$22.00	\$22.90	\$23.95	\$25.15	\$26.55
Fixed Amt - 4	\$21.25	\$22.00	\$22.90	\$23.95	\$25.15	\$26.55
C-6" - 0			769.60	804.24		

LANDER COUNTY COMMISSION MEETING
May 24, 2012

AGENDA ITEM NO. 14

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

Public comment.

Background:

Recommended Action:

AGENDA

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

MAY 24, 2012

LANDER COUNTY COURTHOUSE
COMMISSIONERS' CHAMBER
315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NEVADA

Also Via Teleconference At

AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA

- 9:00 A.M. ✓ Call to Order
✓ Pledge of Allegiance
✓ *Discussion for possible action regarding approval of Agenda Notice.
✓ *Discussion for possible action regarding approval and acceptance of Minutes of:
 ✓ MAY 10, 2012 – REGULAR SESSION
 ✓ MAY 21, 2012 – SPECIAL SESSION

- ✓ Commissioner Reports on meetings, conferences and seminars attended.
✓ Staff Reports on meetings, conferences and seminars attended.
✓ *Discussion for possible action regarding Payment of the Bills.
✓ *Discussion for possible action regarding Payroll Change Requests.

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

FINANCE

- ✓ (1) Discussion for possible action regarding budget review, contracts and financial update and other matters properly relating thereto.

Public comment.

- ✓ (2) Discussion for possible action regarding write-off of uncollectible Lander County Ambulance billings and other matters properly relating thereto.

Public comment.

EXECUTIVE DIRECTOR

- ✓*(3) Discussion for possible action regarding Lander County Administration Staff succession plan and other matters properly related thereto.

Public comment.

- ✓*(4) Discussion for possible action regarding Lander County Courthouse/Administration Building Project Team and appointment of additional members and other matters properly related thereto.

Public comment.

- ✓*(5) Discussion for possible action regarding letter of resignation from Dennis D. Lundberg from the Kingston Town Board and other matters properly relating thereto.

Public comment.

COMMISSIONERS

- ✓*(6) Discussion for possible action regarding approval of contract/agreement with Young Electric Sign Company (YESCO) for the Battle Mountain Civic Center Sign and Electronic Message Center Project and sixty (60) month maintenance agreement, and other matters properly related thereto.

Public comment.

- ✓*(7) Discussion for possible action regarding approval of Food Service Agreement between Lander County and Lander County School District for provision of school lunches to Austin Combined Schools under the National School Lunch Program and other matters properly related thereto.

Public comment.

- ✓*(8) Discussion for possible action regarding governance of the proposed community recreation center and other matters properly relating thereto.

Public comment.

- ✓*(9) Discussion for possible action regarding sage grouse policy approved by the Lander County Public Land Use Advisory Planning Commission (PLUAPC) and other matters properly relating thereto.

Public comment.

- ✓*(10) Discussion for possible action regarding approval/disapproval of Addendum to Fiscal Year 2011-2012 Contract for Library Service between the Elko County Library Board of Trustees and Lander County, in the amount of \$1,251.00, and other matters properly related thereto.

Public comment.

- ~~*(11)~~ Discussion for possible action regarding approval/disapproval of an agreement between the Elko County Library Board of Trustees and Lander County, in the amount of \$116,666.00, replacing the Agreement previously approved by the Commission on March 8, 2012, for library services in Battle Mountain and Austin and other matters properly relating thereto.

Public comment.

PLANNING COMMISSION

- ~~*(12)~~ Discussion for possible action regarding approval/disapproval of a parcel map for Randy Clark, Section 24, T32N, R44E, Battle Mountain, APN 011-060-12, splitting one (1) parcel into four (4) parcels and other matters properly relating thereto.

Public comment.

PUBLIC WORKS

- ~~*(13)~~ Discussion for possible action regarding Resolution No. 2012-07, a resolution modifying the fee schedule for the Battle Mountain Water System, and other matters properly related thereto.

Public comment.

COMMISSIONERS

- ~~*(14)~~ Correspondence/reports/potential upcoming agenda items.

Public comment.

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

ADJOURN

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

NOTE: TIMES ARE APPROXIMATE

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

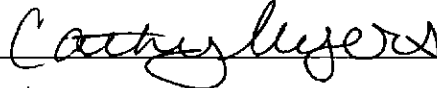
Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the County Clerk in writing at the Courthouse, 315 S. Humboldt Street, Battle Mountain, Nevada 89820, or call (775) 635-5738 at least one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

AFFIDAVIT OF POSTING

State of Nevada)
) ss.
County of Lander)

Cathy Myers, Deputy Clerk, of said Lander County, Nevada, being duly sworn, says, that on the 18th day of May 2012, she posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse and 4) Swackhamer's Plaza Bulletin Board, in said Lander County, where proceedings are pending.

CATHY MYERS, DEPUTY CLERK

Subscribed and sworn to before me this 18th day of May 2012.

WITNESS



Payment of Bills

May 24, 2012

ROGENE HILL
Lander County Finance Director



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

DATE

Chairman

Commissioner

Commissioner

Commissioner

Commissioner

LANDER COUNTY COMMISSION MEETING

May 24, 2012

APPROVE / DISAPPROVE

SUBMITTED EXPENDITURES IN THE AMOUNT OF \$ 137,315.14

From Check #40601 thru #40703

315 South Humboldt Street < > Battle Mountain NV 89820

Phone: (775) 635-2885 < > Fax: (775) 635-5332

LANDER COUNTY
CHECK REGISTER 5/24/12

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
40608	B M POSTMASTER	4/23/12/LEVI.M/LCSO		5/24/12	70033	231.50	683.28
40609	DANIEL BALDINI	5/3/12/WATERBILLS/SPLIT 5/3/12/WATERBILLS/SPLIT		5/24/12 5/24/12	70035 70035	194.88 194.88	389.76
40610	TINA MARIE BISIAUX	5/3/12/AMBUL.RUNS 5/11/12/AMBUL 5/18/12/AMBUL		5/24/12 5/24/12 5/24/12	70036 70021 70021	30.00 30.00 60.00	120.00
40611	BONANZA PRODUCE CO	4/25-5/15/12DRGTEST		5/24/12	70097	170.00	170.00
40612	BOSS TANKS, INC.	5/3/12/FOOD/SR CTR 5/3/12/FOOD/SR CTR 5/8/12/FOOD/SR CTR 5/8/12/FOOD/SR CTR		5/24/12 5/24/12 5/24/12 5/24/12	70098 70098 70098 70098	38.93 29.82 42.28 28.19	139.22
40613	STACY BROOKS	5/2/12/CATTLEGRD/AR&B		5/24/12	70127	6,430.00	6,430.00
40614	SCOTT D. BULLOCK	APRIL FOOD/SR CTR APRIL/POSTAGE/S CTR APRIL/SR CTR		5/24/12 5/24/12 5/24/12	70099 70099 70099	20.96 10.20 8.59	39.75
40615	DEAN BULLOCK	4/19/12/ICEMACHMOTOR/GLF 5/10/12/REPRICEMACH.VFD 3/14/12/AC GLF CRS CLUBHS 4/24/12/FRIDG/BBFLD/ELEAN		5/24/12 5/24/12 5/24/12 5/24/12	70112 70112 70112 70112	337.00 581.00 749.00 595.00	2,262.00
40616	NATIVIDAD CAMACHO	4/26-27/12POOLPACT/TRVL 4/18/12/MTNGRENONVWRKS 4/26-27/12POOLPACT/TRVL		5/24/12 5/24/12 5/24/12	70090 70090 70090	54.00 240.87 240.87	535.74
40617	CASHMAN EQUIPMENT	5/10/12/WITNESS FEES		5/24/12	70037	25.00	25.00
40618	NOLIENA CASTELLANOS	4/27/12/SENSORS/LNDFIL 5/7/12/LAMPS,BLDS,A R&B		5/24/12 5/24/12	70038 70038	478.62 157.52	636.14
40619	CHASE CARD SERVICE	5/10/12/ WITNESS FEES		5/24/12	70016	25.00	25.00
40620	KAYLE COCHRAN	5/9/12/OFFICE PROD/DA		5/24/12	70095	157.61	157.61
40621	JAMES COMBS	8/30/11/D PETERSON		5/24/12	70118	35.54	35.54

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
40622	CRIMSON IMAGING SUPPLIES	5/10/12/WITNESS FEES		5/24/12	70017	25.00	25.00
40623	JAYSON DAVID CUTLER	5/2/12/PRTS/SEWER		5/24/12	70039	350.00	350.00
40624	LINDY DEFOOR	5/3/12 AMBUL RUNS		5/24/12	70040	60.00	
		5/11/12/AMBUL		5/24/12	70022	75.00	
		5/18/12/MBUL		5/24/12	70022	15.00	150.00
40625	DELBERT L. CORNELLA	5/14/12/ROOF AT GLPCRS		5/24/12	70018	25.00	25.00
		5/15/12/SEWERLINE/PRESCHL		5/24/12	70094	143.90	
		5/7/12/CRTHS DOOR/		5/24/12	70094	195.00	
		5/15/12/GARBDISP/SR CTR		5/24/12	70094	65.00	
40626	DELL COMPUTER	4/18/12/COMPLNCTR		5/24/12	70041	5,447.40	468.90
40627	NV DEPT. OF PUBLIC SAFETY	5/1/12/PSI/SO		5/24/12	70053	340.88	5,447.40
40628	JIMMY DROWN	5/3/12/AMBUL RUNS		5/24/12	70042	15.00	340.88
		5/11/12 AMBUL RUNS		5/24/12	70023	15.00	
40629	CODY EASON	5/10/12/FEES		5/24/12	70019	25.00	30.00
40630	ENGS MOTOR TRUCK CO.	4/26/12/VALVE STEMS/R&B		5/24/12	70043	62.60	25.00
		4/27/12/PRTS R&B		5/24/12	70043	160.00	
		4/27/12/SPRY/ R&B		5/24/12	70043	185.76	
40631	GENE P ETCHEVERREY	5/4/12/PUBLNDSMTNGLASVEGA		5/24/12	70044	41.45	408.36
		5/4/12/PUBLNDSMTNGLASVEGA		5/24/12	70044	461.76	
		5/4/12/PUBLNDSMTNGLASVEGA		5/24/12	70044	77.00	
40632	ETCHEVERRYS FOOD TOWN	4/19/12/FOODFORKITCHENSO		5/24/12	70045	135.73	580.21
		4/6/12/FOODFORKITCHEN SO		5/24/12	70045	286.78	
		4/26/12/FOODFORKITCHENSO		5/24/12	70045	580.54	
		4/30/12/FOODFORKITCHENSO		5/24/12	70045	30.71	
		4/23/12/FOODFORKITCHENSO		5/24/12	70045	173.68	
		4/11/12/FOODFORKITCHENSO		5/24/12	70045	97.03	
		4/2/12GROCFOR KITCHEN SO		5/24/12	70045	164.93	
		5/14/12/CLOROX S&W		5/24/12	70045	125.64	
		4/16/12/FOODFORKITCHENSO		5/24/12	70045	21.16	
40633	FARMERS	5/2/12/FOODSUPPLIES/SR CT		5/24/12	70100	117.33	1,168.28

Report No: 01308
Run Date : 05/22/12
CHECK

LANDER COUNTY
CHECK REGISTER 5/24/12

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
40634	FAST GLASS, INC.	5/2/12/FOODSUPPLIES/SR CT		5/24/12	70100	78.22	195.55
40635	R SUPPLY #3210	4/27/12/WINDSHIELDREPR/		5/24/12	70046	457.00	457.00
40636	FIRST ADVANTAGE OHS	5/10/12/BALLCORP/SEWER		5/24/12	70084	379.07	379.07
40637	JERALD P. PREY	4/30/12/PREEMPLYDRGTST		5/24/12	70047	141.09	141.09
40638	GEM ST. PAPER & SUPPLY CO	5/6/12VECTOBACAPPLC744ACR		5/24/12	70048	5,185.80	5,185.80
40639	JORGE MICHAEL GONZALEZ	5/1/12/ KIT SUPPLIES/SR C		5/24/12	70101	36.31	
		5/1/12/ KIT SUPPLIES/SR C		5/24/12	70101	24.20	
40640	GREYHOUND LINES, INC	5/3/12/AMBUL RUNS		5/24/12	70049	45.00	
		5/18/12/AMBUL RUNS		5/24/12	70131	60.00	105.00
40641	H.E. HUNEWILL CONST.CO.,	5/1/12/ ANNLFEE/INDIGENT		5/24/12	70105	50.00	50.00
40642	RICHARD K HARLESS	4/19/12/SAND SCRFLD		5/24/12	70085	1,700.00	1,700.00
40643	THEODORE C. HERRERA	BATTLE MTN AIRPORT		5/24/12	70120	6,083.33	6,083.33
40644	HIGH DESERT MICROIMAGING	PUBLIC DEFENDER		5/24/12	70121	3,541.50	3,541.50
		4/19/12/ANNIMAINTCANR		5/24/12	70050	610.60	
		4/23/12/ANNIMAINT MS300		5/24/12	70050	1,035.00	
		5/16/12/REORDER		5/24/12	70114	3,247.50	
		5/15/12/AX CC USER/CLK		5/24/12	70050	4,871.25	
		5/15/12/UPGRADE/CLERK		5/24/12	70050	9,878.00	
40645	HUMBOLDT COUNTY YOUTH						19,642.35
40646	IN THE SWIM	5/11/12/REFUND		5/24/12	70115	28.00	28.00
		5/8/12/CHEM/POOL		5/24/12	70086	347.92	
		5/8/12/CHEM/POOL		5/24/12	70086	89.98	
		5/9/12/CHEM/POOL		5/24/12	70086	1,854.94	
40647	INLAND SUPPLY CO INC	5/3/12/SUPPLIES/AUSTPRKS		5/24/12	70128	219.40	2,292.84
40648	RICHARD JELICOE						219.40
40649	JASON JURY	5/10/12/WITNESS FEES		5/24/12	70093	25.00	25.00

Report No: 131308
Run Date : 05/22/12

LANDER COUNTY
CHECK REGISTER 5/24/12

Page 5

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
40650	LACAL EQUIPMENT, INC.	5/3/12/AMBUL RUNS 5/11/12/AMBUL RUNS		5/24/12 5/24/12	70051 70024	45.00 45.00	90.00
40651	LANDER COUNTY TREASURER	5/4/12/SKID&PLATE/R&B		5/24/12	70091	1,163.10	1,163.10
40652	JAY C WINROD	5/18/12/PETTY CASH/TREAS		5/24/12	70119	80.00	80.00
40653	LEE JOSEPH COMPANY	5/3/12/P TOWELS/SR CTR		5/24/12	70102	32.49	32.49
40654	LEXIS-NEXIS	5/10/12/EZ PATCH/POOL		5/24/12	70087	378.77	378.77
40655	JOE MASLACH	4/30/12/LEGALRESEARCH DA		5/24/12	70052	305.00	305.00
40656	ERIN MCMURTREY	5/10/12/BM COURT 5/9/12/BM COURT 5/9/12/BM COURT 5/10/12/ BM COURT 5/9/12/BM COURT		5/24/12 5/24/12 5/24/12 5/24/12 5/24/12	70058 70058 70058 70058 70058	21.00 44.00 122.10 122.10 400.00	709.20
40657	MENTAL HEALTH DEV. SERV.	5/17/12/MEALS/ ASSESSOR 5/17/12/MILEAGE/ASSESSOR 5/17/12/ ASSESSOR		5/24/12 5/24/12 5/24/12	70117 70117 70117	209.00 333.00 963.00	1,505.00
40658	NDEP	5/14/12/TARGETCASES/		5/24/12	70103	430.31	430.31
40659	BART E. NEGRO	5/7/12/ BM AIRPORT/PERMIT 5/7/12/BM PERMIT 5/7/12/AUSTIN AIRPORT		5/24/12 5/24/12 5/24/12	70075 70075 70075	200.00 200.00 200.00	600.00
40660	DON NEGRO	5/3/12/AMBUL RUNS 5/11/12/AMBUL RUNS 5/18/12/AMBUL RUNS		5/24/12 5/24/12 5/24/12	70056 70025 70025	105.00 90.00 90.00	285.00
40661	REITA NEWGARD	5/3/12/AMBUL RUNS 5/11/12/AMBUL RUNS 5/18/12/AMBUL RUNS		5/24/12 5/24/12 5/24/12	70057 70026 70026	15.00 15.00 15.00	45.00
40662	NORCO, INC.	5/10/11 MNTG AUSTIN/HNR 5/10/11 MNTG AUSTIN/FIN		5/24/12 5/24/12	70054 70054	42.78 38.47	81.25
		4/30/12/OXY/BM AMBUL 4/30/12/OXY/R&B		5/24/12 5/24/12	70055 70055	148.80 18.60	167.40

Report No: B1308
Run Date : 05/22/12
CHECK

LANDER COUNTY
CHECK REGISTER 5/24/12

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CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
40663	NV FOOD DISTRIBUTION PRGM	4/30/12/FOOD S CT		5/24/12	70104	4.50	
		4/30/12/FOOD S CT		5/24/12	70104	3.00	
		3/22/12 FOOD S CT		5/24/12	70104	12.50	20.00
40664	THE OFFICE SUPPLIERS INC.	5/4/12/OFFICE SUPPLIES/		5/24/12	70059	94.72	94.72
40665	WILLIAM OXLEY	5/10/12/WITNESSFEES		5/24/12	70020	25.00	25.00
40666	PAIR NETWORKS, INC.	5/1/12/DISKUSAGE/ASSESSOR		5/24/12	70060	16.60	16.60
40667	PC INTERNET	5/3/12/VIRUSCLNUP/GLFCRS		5/24/12	70088	195.00	195.00
40668	PHARMCHEM, INC.	4/30/12/ANALYSIS/DRGCTR		5/24/12	70116	525.00	525.00
40669	POWERPLAN	5/01/12/SEAL/R &B		5/24/12	70061	1,036.86	
		5/3/12/LOCKWASHER/R&B		5/24/12	70061	10.64	
		5/4/12/MISCPRTS/R&B		5/24/12	70061	651.45	
		5/9/12/SEGMENTBOLT		5/24/12	70061	58.75	1,757.70
40670	GRACE POWRIE	5/15/12/KINGSTON		5/24/12	70062	21.00	
		5/15/12/KINGSTON		5/24/12	70062	102.12	123.12
40671	PRO DOCUMENT SOLUTIONS,	5/11/12/BALLOTS/CLERKS		5/24/12	70130	3,611.67	3,611.67
40672	QUILL CORP	5/2/12/OFFICESUPPLY/R&B		5/24/12	70063	236.34	
		5/2/12/TISSPRODUCTSBLDGS		5/24/12	70063	178.88	
		5/3/12/INK COMMRAY		5/24/12	70063	221.38	
		5/3/12/STAMP FIN		5/24/12	70063	9.89	
		5/3/12/PENS BLDG		5/24/12	70063	10.74	
		5/3/12/OFFICESUPP/A R&B		5/24/12	70063	127.25	
		5/9/12/OFFICE SUPP/CLK		5/24/12	70063	98.78	
		5/9/12/BINDERS/CLK		5/24/12	70063	93.96	
		5/9/12/CUPS/CLK		5/24/12	70063	49.99	
		5/11/12/OFFICESUPPLIES/JU		5/24/12	70063	301.06	
		5/14/12/INKROLLER/FIN		5/24/12	70063	10.42	
		5/14/12/INKCARTG/PLNG		5/24/12	70063	81.89	
		5/14/12/PAPER/BM LIB		5/24/12	70063	33.90	
		4/19/12 CREDIT		5/24/12	70063	65.41-	1,389.07
40673	RELIABLE OFFICE SUPPLIES	5/3/12/OFFICESUPP/SR CTR		5/24/12	70106	90.99	
		5/3/12/OFFICESUPP/SR CTR		5/24/12	70106	60.66	
		5/3/12/OFFICESUPP/SR CTR		5/24/12	70106	50.55	
		5/3/12/OFFICESUPP/SR CTR		5/24/12	70106	202.17	
		5/3/12/OFFICESUPP/SR CTR		5/24/12	70106	4.72	
		5/3/12/OFFICESUPP/SR CTR		5/24/12	70106	3.15	

Report No: 81308
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VENDOR

LANDER COUNTY
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CHECK
TOTAL

40674 RMT EQUIPMENT

425.34

40675 SOVEIDA ROBINSON

47.07

40676 GUY ROCK

651.48

40677 RON'S SEED & SUPPLY

253.08

40678 ROYAL HARDWARE

898.40

1,061.15

Report No: 131308
Run Date : 05/22/12

LANDER COUNTY
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CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
40679	S AND G ELECTRICAL MOTOR	4/30/12/TECHSOFTSTART/SMR		5/24/12	70070	5,030.00	5,030.00
40680	WILLIAM E. SCHAEFFER	CONTRT PYMNT/		5/24/12	70125	1,125.00	1,125.00
40681	SHAW ENGINEERING	4/30/12/EM PAVING		5/24/12	70069	4,117.50	
		4/30/12/GLDCK REHABFA16		5/24/12	70069	2,884.05	
		4/30/12/AUSTFENCEING/FA36		5/24/12	70069	537.45	
		4/30/12/A&K PAVING		5/24/12	70069	1,830.00	
40682	SIERRA CHEMICAL COMPANY	5/2/12/PURCHLOR/SEWER		5/24/12	70072	3,585.99	9,169.00
40683	DESMOND SKEATH	BUILDING MAINTENANCE PARKS CONTRACT PMT		5/24/12 5/24/12	70122 70122	400.00 1,191.50	3,585.99
40684	DESMOND SKEATH	AUSTIN LIBRARY		5/24/12	70123	350.00	1,591.50
40685	SNYDER MECHANICAL, INC	4/30/12/STRUTPCOOLRSCTR		5/24/12	70073	284.00	350.00
40686	SPB UTILITY SERVICE INC	4/30/12/LABCHGS/W&S 4/30/12/LABCHGS/W&S		5/24/12 5/24/12	70071 70071	1,193.38 1,193.37	284.00
40687	ST OF NEVADA	5/8/12/REGF450/03/A R&B 5/8/12/REGF450/03/A R&B		5/24/12 5/24/12	70096 70096	6.00 28.25	2,386.75
40688	SWEENEY CONSTRUCTION	5/7/12/ROOF LVESTKEVETCTR		5/24/12	70074	876.00	34.25
40689	SYSCO	4/12/12/CREDIT 4/12/12/CREDIT 4/25/12/SUPP SR CTR 4/25/12/SUPP SR CTR 4/26/12/SUPP SR CTR 4/26/12/SUPP SR CTR 5/2/12/ FOOD SR CTR 5/2/12/ FOOD SR CTR 5/2/12/ FOOD SR CTR 5/9/12/FOOD SR CTR 5/9/12/FOOD SR CTR 5/16/12/FOOD SR CTR 5/16/12/FOOD SR CTR		5/24/12 5/24/12 5/24/12 5/24/12 5/24/12 5/24/12 5/24/12 5/24/12 5/24/12 5/24/12 5/24/12 5/24/12 5/24/12	70107 70107 70107 70107 70107 70107 70107 70107 70107 70107 70107 70107 70107	27.68- 18.45- 290.18 193.45 4.05 2.70 370.22 246.81 460.51 307.00 340.26 226.84	876.00
40690	SYSCO FOOD SERVICES	5/3/12/FOOD 5/3/12/FOOD		5/24/12 5/24/12	70108 70108	44.06 90.00	2,395.89
40691	T & M LAWN CARE	PARKS MAINTENANCE		5/24/12	70124	7,550.88	134.06

Report No: 1308
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NUMBER

LANDER COUNTY
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VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
40692	TETRA TECH, INC.					7,550.88
	5/7/12MANGWATERGHTS/		5/24/12	70076	435.50	
40693	THOMSON WEST					435.50
	4/30/12/LAWLIBRARY/DA		5/24/12	70077	1,168.57	1,168.57
40694	TIRE FACTORY					
	4/26/12MNT&DISMNT		5/24/12	70089	45.00	
	5/10/12 FLAT REPR		5/24/12	70089	30.50	
40695	TRICARE FOR LIFE					75.50
	5/16/12/J PRITCHETT		5/24/12	70110	92.00	
40696	UNITED PARCEL SERVICE					92.00
	4/28/12/HIPPING/A R&B		5/24/12	70078	1.73	
	5/5/12/SHIPPING/A R&B		5/24/12	70078	22.35	
40697	LIVIER VALDIVIA					24.08
	5/15/12/JUV INTERP		5/24/12	70079	50.00	
40698	VALLEY BEVERAGES INC.					50.00
	5/3/12/FOOD SR CTR		5/24/12	70111	6.80	
	5/3/12/FOOD SR CTR		5/24/12	70111	19.00	
40699	WESTERN NEVADA SUPPLY CO					25.80
	4/23/12 BRSSCUPLR/AR&B		5/24/12	70082	47.88	
	5/4/12/PONDPUF/GIFCRS		5/24/12	70082	739.00	
	5/9/12/FILTERS/SEWER		5/24/12	70082	107.64	
40700	WESTERN NV KENWORTH, LLC					894.52
	5/8/12/OILSEAL/A R&B		5/24/12	70129	36.61	
40701	JASON L. WILLIAMS					36.61
	5/3/12/AMBULRUNS		5/24/12	70080	15.00	
	5/11/12/AMBUL RUNS		5/24/12	70027	15.00	
40702	RAY H. WILLIAMS JR.					30.00
	5/4/12/MTNGWINN		5/24/12	70081	49.45	
	5/4/12/MTNGWINN		5/24/12	70081	32.00	
	5/4/12/MTNGWINN		5/24/12	70081	155.40	
40703	WINNEMUCCA PUB. CO., INC.					236.85
	4/25/12/WATERREPT/LCS&W		5/24/12	70083	720.00	
	4/11-18/12/ADV/ASSESSOR		5/24/12	70083	164.00	
	4/25/12/COMM CINUP		5/24/12	70083	180.00	
	4/25/12/MAINT 11/ADV		5/24/12	70083	115.80	
	5/2/12/PUBNOTICE/CLK		5/24/12	70083	268.53	
	5/9/12/NOT OF HRNG/FIN		5/24/12	70083	82.28	
	5/2/12/CIVICSIGN/ADV		5/24/12	70083	86.00	
	5/2/12/INVT/BID/ADV AR&B		5/24/12	70083	100.90	
	5/9/12/INV TO BID ADV/ARB		5/24/12	70083	100.90	
	5/9/12/PUB NOTICE/TREAS		5/24/12	70083	406.35	

CHECKS TOTAL

2,224.76
137,315.14

BUSINESS CARD

COUNTY OF LANDER

DATE	INVOICE	AMOUNT	REMARKS
05/08/12	CARSON DODGE	550.90	3/1/12/MAINT/SO
05/08/12	HOME DEPO	3.68	3/22/12/FLAPPER/SO
05/08/12	NV DMV	24.00	4/19/12/PROF PLATES/SO

CHECK NO 40552 \$578.58 **

COUNTY OF LANDER

315 SOUTH HUMBOLDT STREET
 BATTLE MOUNTAIN, NV 89820
 (775) 635-2573

PAY TO THE ORDER OF

BUSINESS CARD

WELLS FARGO BANK
 BATTLE MOUNTAIN, NV 89820
 GENERAL ACCOUNT

No. 040552

94-7074
 3212

VOID IF NOT CASHED
 WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
05/10/12	40552	\$578.58
VOID	**VOID**	**VOID**

VOID**578DOLLARS AND 58CENTS***

BUSINESS CARD
 P.O. BOX 15796

WILMINGTON

DE 19886-5796

NON-NEGOTIABLE

LANDER COUNTY VOUCHER

Pay To: Bank Card Services

Address: ~~P.O. Box 53155~~

Phoenix, AZ

Account # 4024490000012515

Vender #: 624

PO #: N/A

Fund# 001

Dept Name: Lander Co. Sheriff's Office

19510-99

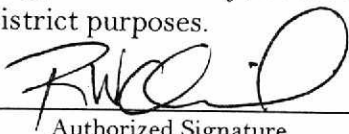
DEPT# 012		EXPENSE ACCT# 53920	
Invoice #	Invoice Description		Amount
	See Attached		

DEPT#		EXPENSE ACCT#	
Invoice #	Invoice Description		Amount

DEPT#		EXPENSE ACCT#	
Invoice #	Invoice Description		Amount

TOTAL \$578.58

I certify that the foregoing claim is correct and just; that the articles specified have been received by the proper officials of the County, the Courts and/or Special Districts, or the services stated have been performed; and that they were necessary for; have been or will be applied to County, Court or Special District purposes.



Authorized Signature

05/01/2012

Date

COUNTY COMMISSION APPROVAL

Chairman

MAY 03 2012

For L.C. Finance Use Only

Bank Card Services

P.O. Box 15731

Wilmington, DE 19886

Voucher

Admin.	Description	Vender	Date	Total	
012-53170	Coroner				
012-53360	Gas/Oil				
012-53560	Maint				
012-53560	Maint				
012-53560	Maint				
012-53880	Vehicle Maint	Carson Dodge	1-Mar	\$550.90	
012-53920	Service/Supply	NV DMV	19-Apr	\$24.00	
012-53920	Service/Supply	Home Depot	22-Mar	\$3.68	
012-53920	Service/Supply				
012-53920	Service/Supply				
002-53260	Service/Supply				
012-53920	LC Clerk's Office				
012-53940	Travel				
012-53940	Travel				
012-53940	Travel				
012-53641	Search & Rescue				
Detentions	Description				
013-53700	Meals				
013-53720	Medical				
013-53920	Service/Supply				
013-53920	Service/Supply				
013-53560	Building Maint				
013-53560	Building Maint				
A/C	Description				
014-53920	Service/Supply				
014-53940	Travel				
014-53880	Repair/Maint				
009-53560	Building Maint				
LEPC	Description	Vender	Date		
050-59355	Equipment				
050-59354	Admin.				
County's Portion				\$578.58	
Credits	Description	Check#	Date Mailed		
Inmate Welfare	Netflix.com	2338	1-May	\$17.13	
Inmate Welfare					
Statement Balance				\$595.71	

I certify that the foregoing claim is correct and just; and that the articles specified have been received by the proper officials of the County, the Courts and/or Special Districts, or the services stated have been performed; and that they were necessary for; have been or will be applied to County, Court or Special District Purposes

 Authorized Signature

 COUNTY COMMISSION APPROVAL



RECEIVED
MAY 01 2012
LANDER COUNTY S.O.

Business Card

LANDER CNTY SHERIFF DEP
4024 4900 0001 2515
March 25, 2012 - April 24, 2012

Company Statement

Account Information:
www.bankofamerica.com

Mail Billing Inquiries to:
BANK OF AMERICA
PO BOX 982238
EL PASO, TX 79998-2238

Mail Payments to:
BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

Customer Service:
1.800.673.1044, 24 Hours

TTY Hearing Impaired:
1.888.500.6267, 24 Hours

Outside the U.S.:
1.509.353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total \$595.71
Minimum Payment Due \$10.00
Payment Due Date 05/21/12

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

Account Summary

Previous Balance \$2,215.55
Payments and Other Credits -\$2,215.55
Balance Transfer Activity \$0.00
Cash Advance Activity \$0.00
Purchases and Other Charges \$595.71
Fees Charged \$0.00
Finance Charge \$0.00
New Balance Total \$595.71
Credit Limit \$15,000
Credit Available \$14,404.29
Statement Closing Date 04/24/12
Days in Billing Cycle 31

Cardholder Activity Summary

Account Number	Credit Limit	Total Activity	Payments and Other Credits	Balance Transfer Activity	Cash Advance Activity	Purchases and Other Charges	Fees Charged
QUICK, ROBERT W							
4339 9320 2466 2411	15,000	568.03	0.00	0.00	0.00	568.03	0.00
UNGER, RON							
4003 9000 0008 6082	15,000	27.68	0.00	0.00	0.00	27.68	0.00

LANDER COUNTY SHERIFF'S OFFICE

INMATE WELFARE FUND

P.O. BOX 1625

BATTLE MOUNTAIN, NEVADA 89820

775-635-1100

WELLS FARGO BANK NEVADA, N.A.

3800 HOWARD HUGHES PARKWAY

LAS VEGAS, NEVADA 89109

90-7074/3212

2338

5/1/2012

PAY
TO THE
ORDER OF

Bank Card Services

\$ **17.13

Seventeen and 13/100***** DOLLARS

Bank Card Services

P.O. Box 15731

Wilmington DE 19886-5731

VOID AFTER 60 DAYS

MEMO

Netflix.Com

AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈002338⑈ ⑆321270742⑆ 0670872142⑈

LANDER COUNTY SHERIFF'S OFFICE / INMATE WELFARE FUND

Bank Card Services

Netflix.Com

5/1/2012

2338

17.13

Inmate Welfare Check Netflix.Com

17.13

LANDER COUNTY SHERIFF'S OFFICE / INMATE WELFARE FUND

Bank Card Services

Netflix.Com

5/1/2012

2338

17.13

Inmate Welfare Check Netflix.Com

17.13

Transactions				
Posting Date	Transaction Date	Description	Reference Number	Amount
LANDER CNTY SHERIFF DEP				
Account Number: 2515				
Payments and Other Credits				
04/06	04/05	PAYMENT RECEIVED -- THANK YOU	09674405350000502628319	- 2,198.42
04/06	04/05	PAYMENT RECEIVED -- THANK YOU	09674405350000502633566	- 17.13
TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD				-\$2,215.55
QUICK, ROBERT W				
Account Number: 2411				
Purchases and Other Charges				
04/02	03/29	CARSON DODGE CHRYSLER INCCARSON CITY NV	24013392090007901479099	315.94
04/02	03/29	CARSON DODGE CHRYSLER INCCARSON CITY NV	24013392090007901479016	234.96
04/03	04/02	NETFLIX.COM NETFLIX.COM CA	24692162093000624187489	17.13
TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD				\$568.03
UNGER, RON				
Account Number: 6082				
Purchases and Other Charges				
03/26	03/22	THE HOME DEPOT #3320 ELKO NV	24610432083010179369695	3.68
04/23	04/19	NEVADA DMV-08 775-684-4522 NV	24427332111710048205472	24.00
TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD				\$27.68

Finance Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	10.24% V	\$0.00	\$0.00
CASH	24.24% V	\$0.00	\$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

CARSON DODGE CHRYSLER JEEP

Carson Dodge Chrysler, Inc.

3059 S Carson St

Carson City, NV 89701

888.883.2028 775.883.2020

www.carsondodge.com

Service Advisor: Edward Addeo

Started: 03/29/12 9:07 AM

Completed: 03/29/12 12:04 PM

Priority: 5

Appointment: 30776

Repair Order 230676

R507 Version MPK2.71.010

Customer 62328	Vehicle	
Lander County	2006 Dodge DURANGO SXT 4X4	Thank You for servicing your vehicle at Carson Chrysler, Jeep, Dodge. If you have any problems or concerns please contact Service Manager Ray Patane @ 775-883-2020.
Steve Smith	Color Bright White Clear Coat	
Po Box 1625	VIN 1D4HB38N66F135684	
Battle Mountain, NV 89820-1625	Mileage In: 84321 Out: 84321	
Work: 775.340.1735	Tag Number 1355 Plate No.	
Home: 775.635.1100 *	In-Service 11/30/05	
Cell:	Engine EVA-4.7L V8 MPI Engine	
	Coverage 336	
	Build Date 10/28/05	
	Comments	

Task	Opcode	Description	Part or Technician	Qty	Pay Type	Price
1	0901	REPLACE THE LOCK IGNITION LOCK SMITH MUST RE				Task Estimate: \$99.00
	Complaint	REPLACE THE LOCK IGNITION LOCK SMITH MUST REKEY JAY IN PARTS ORDERED PART. DAWN TOLD CUSTOMER TO BRING ALL KEYS FOR VEHLCE...ATTENTION JAY AND DAWN...RE-KEY NEW CYLINDER TO MATCH DOORS				
	Cause				
	Correction	1.5 REMOVED AND REKEYED AND REPLACED LOCK CYLINDER.				
	0901	Labor Charge	629		C	\$148.50
		SEE ATTACHED PO FOR PAYMENT				
		NONE -IGNITION LOCK	05018702AA	1	C	\$153.00
		Haz Mat Disposal				
		Haz Mat Disposal	3440	1	C	\$3.00

001-012-53880
Unit 18

UDA EC
PAID

MAR 29 2012

CARSON DODGE
CHRYSLER

The Manufacture Warranty constitutes all of the warranties with respect to the sale of this item/items. Unless a separate written document showing the terms of any dealer warranty or service contract is furnished by the dealer to the purchaser, the seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a

Repairs properly completed and checked by:

Estimate:	\$99.00
Labor:	\$148.50
Parts:	\$153.00
Miscellaneous:	\$3.00
Subtotal:	\$304.50

State of Nevada
Department of Motor Vehicles
Credit/Debit Card Transaction Record

Branch: RENO DMV - GALLETTI
Technician: 6593
Date / Time: 4/19/2012 10:14:03

Reference Number: 69321601
Transaction Type: Payment
Trace Number: 0000000
Card Number: 6082
Amount: 24.00
Approval Code: 12041938873318

Cardmember acknowledges the receipt of goods and/or
services in the amount of the total shown hereon
and agrees to perform the obligations set forth by the
card member's agreement with the issuer.

RON UNGER



STATE OF NEVADA
DEPARTMENT OF MOTOR VEHICLES

RECEIPT

PRINTED BY: 6593
TRAN EMP ID: 6593
LOCATION: RENO GALLETTI DMV

DATE: 04/19/2012
TIME: 10:14:14
F Y: 2012

Super Tran Id : 69321601

Completed Transactions

1. BUSINESS MISCELLANEOUS PAYMENTS FOR
NV DEPT OF MOTOR VEHICLES ADM SERV

Fees Date Paid

\$24.00 04-19-2012

PROFESSIONAL PLATES

\$24.00

Total Fees Due: \$24.00

Method of Payment

Payment Type
CREDIT CARD

Payment Number

Paid Amount

Date Paid

\$24.00 04-19-2012

Total Fees Paid: \$24.00

001-012-53920

CARSON CITY, NV 89701

VEHICLE CHECKUP

Customer Name D^L HB 38W 66F R.O. Number 35682

Vehicle	Year/Model	<input checked="" type="radio"/> Checked and OK <input type="radio"/> Will need future attention <input checked="" type="radio"/> Requires immediate attention <input checked="" type="radio"/> Not applicable
1	2004	<input checked="" type="radio"/> Checked and OK
2	2004	<input checked="" type="radio"/> Checked and OK
3	2004	<input checked="" type="radio"/> Checked and OK
4	2004	<input checked="" type="radio"/> Checked and OK
5	2004	<input checked="" type="radio"/> Checked and OK
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12	2004	<input checked="" type="radio"/> Checked and OK
13	2004	<input checked="" type="radio"/> Checked and OK
14	2004	<input checked="" type="radio"/> Checked and OK
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96	2004	<input checked="" type="radio"/> Checked and OK
97	2004	<input checked="" type="radio"/> Checked and OK
98	2004	<input checked="" type="radio"/> Checked and OK

Date _____

Mileage

VEHICLE CHECKUP

VEHICLE CHECKUP PLUS

ORIGINAL - CUSTOMER COPY, CANARY - DEALER FILE, PINK - FOLLOW-UP FILE

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Printed in U.S.A.

Repair Order 230698

R507 Version MPK2.71.010

Customer 62328	Vehicle	
Lander County	2006 Dodge DURANGO SXT 4X4	Thank You for servicing your vehicle at Carson Chrysler, Jeep, Dodge. If you have any problems or concerns please contact Service Manager Ray Patane @ 775-883-2020.
Steve Smith	Color Bright White Clear Coat	
Po Box 1625	VIN 1D4HB38N66F135684	
Battle Mountain, NV 89820-1625	Mileage In: 84321 Out: 84322	
Work: 775.340.1735	Tag Number 1355 Plate No.	
Home: 775.635.1100 *	In-Service 11/30/05	
Cell:	Engine EVA-4.7L V8 MPI Engine	
	Coverage 336	
	Build Date 10/28/05	
	Comments	

Task	Opcode	Description	Part or Technician	Qty	Pay Type	Price
1	2301	CUSTOMER STATES PROGRAM ADDITIONAL KEY AND				Task Estimate: \$200.00
		Complaint CUSTOMER STATES PROGRAM ADDITIONAL KEY AND CUT SPARE VALET KEY ONLY				
		Cause ...				
		Correction 274=.5				
2301		Labor Charge	274		CM	\$45.00
		KEY -BLANK	05134937AA	1	CM	\$56.50
		KEY -BLANK WITH TRANSMITT	05179513AA	1	CM	\$117.46
		Haz Mat Disposal				
		Haz Mat Disposal	3440	1	C	\$3.00

001-012-53880
Unit 18

The Manufacture Warranty constitutes all of the warranties with respect to the sale of this item/items. Unless a separate written document showing the terms of any dealer warranty or service contract is furnished by the dealer to the purchaser, the seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. \$25.00 per day storage fee for vehicles left longer than three days after completion date.	Repairs properly completed and checked by:	Estimate: \$200.00 Labor: \$45.00 Parts: \$173.96 Miscellaneous: \$3.00 Subtotal: \$221.96 Sales Tax: \$13.00 Total: \$234.96
	Authorized Signature	

CARSON DODGE CHRYSLER JEEP



Carson Dodge Chrysler, Inc.

3059 S Carson St

Carson City, NV 89701

888.883.2028 775.883.2020

www.carsondodge.com

Service Advisor: Edward Addeo

Started: 03/29/12 9:07 AM

Completed: 03/29/12 12:04 PM

Priority: 5

Appointment: 30776

Repair Order 230676

R507 Version MPK2.71.010

Customer 62328	Vehicle	
Lander County	2006 Dodge DURANGO SXT 4X4	Thank You for servicing your vehicle at Carson Chrysler, Jeep, Dodge. If you have any problems or concerns please contact Service Manager Ray Patane @ 775-883-2020.
Steve Smith	Color Bright White Clear Coat	
Po Box 1625	VIN 1D4HB38N66F135684	
Battle Mountain, NV 89820-1625	Mileage In: 84321 Out: 84321	
Work: 775.340.1735	Tag Number 1355 Plate No.	
Home: 775.635.1100 *	In-Service 11/30/05	
Cell:	Engine EVA-4.7L V8 MPI Engine	
	Coverage 336	
	Build Date 10/28/05	
	Comments	

Task	Opcode	Description	Part or Technician	Qty	Pay Type	Price
1	0901	REPLACE THE LOCK IGNITION LOCK SMITH MUST RE				Task Estimate: \$99.00
		Complaint	REPLACE THE LOCK IGNITION LOCK SMITH MUST REKEY JAY IN PARTS ORDERED PART. DAWN TOLD CUSTOMER TO BRING ALL KEYS FOR VEHILCE...ATTENTION JAY AND DAWN...RE-KEY NEW CYLINDER TO MATCH DOORS			
		Cause			
		Correction	1.5 REMOVED AND REKEYED AND REPLACED LOCK CYLINDER.			
0901		Labor Charge	629		C	\$148.50
		SEE ATTACHED PO FOR PAYMENT				
		NONE -IGNITION LOCK	05018702AA	1	C	\$153.00
		Haz Mat Disposal				
		Haz Mat Disposal	3440	1	C	\$3.00

001-012-53880
Unit 18

UDA & C
PAID
MAR 29 2012
CARSON DODGE
CHRYSLER

The Manufacture Warranty constitutes all of the warranties with respect to the sale of this item/items. Unless a separate written document showing the terms of any dealer warranty or service contract is furnished by the dealer to the purchaser, the seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

\$25.00 per day storage fee for vehicles left longer than three days after completion date.

Repairs properly completed and checked by:

Estimate: \$99.00
Labor: \$148.50
Parts: \$153.00
Miscellaneous: \$3.00
Subtotal: \$304.50
Sales Tax: \$11.44
Total: \$315.94

Authorized Signature



SUB ACCOUNT MEMO STATEMENT

Prepared For	LANDER COUNTY
Sub Account Number	5569 1950 0054 3306
Statement Closing Date	05/04/12
Monthly Spending Limit*	\$5,000

Send Inquiries To:

WF BUSINESS DIRECT P.O. BOX 29482 PHOENIX, AZ 85038-8650

*Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary	
+ Purchases and Other charges	\$646.90
+ Cash Advances	\$0.00
- Credits	\$0.00
Statement Total	\$646.90

The transactions detailed reflect activity on this card number only.
The company control account has been billed for all transactions.
Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
04/08	04/09	5543286FK00BZ3VQS	ONSTAR 888-4ONSTAR MI		18.95
04/12	04/13	5543286FP00APZA9N	TSP*HOTELSONE.COM 800-219-4606 WA		92.82
04/12	04/15	5554754FRGTDJHBA5	YERINGTON INN YERINGTON NV		49.82
04/19	04/20	5543286FY00A5B1LG	AMAZON MKTPLACE PMTS AMZN.COM/BILLWA		25.99
04/26	04/27	2514061G6000FF4YQ	IAPMO 909-4724100 CA		145.44
04/27	04/27	5543286G600B014D3	TSP*HOTELSONE.COM 877-283-5585 WA		169.26
04/27	04/27	5543286G600B014EW	TSP*HOTELSONE.COM 877-283-5585 WA		84.63
05/03	05/04	5543286GQ002M15WZ	HNS*HUGHESNET.COM 866-347-3292 MD		59.99
05/04	05/04	000000000000COMPC	TOTAL PURCHASES \$646.90		
			TOTAL \$646.90		

ALL TRANSACTIONS DETAILED ABOVE HAVE BEEN BILLED TO THE COMPANY CONTROL ACCOUNT

See reverse side for important information.

5/14/12

Credit Card



Soveida Robinson< srobinson@landercountynv.org>

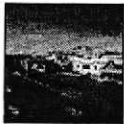
HotelsOne.com 8664302692 Itinerary #: 84318349

1 message

reply@travelnow.com <reply@travelnow.com>

Thu, Apr 26, 2012 at 7:57 AM

To: Soveida Robinson <srobinson@landercountynv.org>

**Gold Dust West Carson City**

★★★★☆

2171 E. William Street
Carson City NV 89701**YOUR RESERVATION HAS BEEN BOOKED!**

Your Itinerary Number:

84318349

HotelsOne.com 8664302692 Confirmation Number(s):

19169311762 Guest: Soveida Robinson

Please refer to your itinerary number above if you contact Customer Service for any reason.

RESERVATION DETAILSCheck-in: **May 07, 2012**
(Check in time 3:00 PM)

1 Adults, 0 Children

Check-out: **May 08, 2012**
(Check out time 11:00 AM)Deluxe King
Guest: **Soveida Robinson****Rates per Room**

(excluding tax recovery charges and service fees)

May 07,2012 —\$75.00USD

Payment Information

Payment Method:

Master Card

Card Number:

*****3306

Amount Charged:

\$84.63USD ✓

Balance Due:

\$0.00 USD**Tax Recovery Charges and Service Fees**

\$9.63 USD

Billing Information

Total Charges

\$84.63USD

Billing Name:

Soveida Robinson

Billing Address:

315 S Humbolt St
Battle Mountain NV 89820

Phone Number:

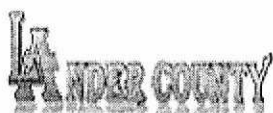
(775) 635-2885

Email Address:

srobinson@landercountynv.org

Cancellation Policy

We understand that sometimes your travel plans change. We do not charge a change or cancel fee. However, this property (Gold Dust West Carson City) imposes the following penalty to its customers that we are required to pass on: Cancellations or changes made after 11:59 PM ((GMT-08:00) Pacific Time (US & Canada); Tijuana) on May 6, 2012 are subject to a 1 Night Room & Tax penalty. The property makes no refunds for no shows or early checkouts.



Soveida Robinson < srobinson@landercountynv.org >

HotelsOne.com 8664302692 Itinerary #: 83132117

1 message

reply@travelnow.com < reply@travelnow.com >

Wed, Apr 11, 2012 at 2:12 PM

To: Soveida Robinson <srobinson@landercountynv.org>

**Carson City Plaza Hotel and Conference Center**

★★★★☆

801 S Carson St
Carson City NV 89701**YOUR RESERVATION HAS BEEN BOOKED!****Your Itinerary Number:****83132117****HotelsOne.com 8664302692 Confirmation Number(s):****19043200692 Guest: Soveida Robinson**

Please refer to your itinerary number above if you contact Customer Service for any reason.

RESERVATION DETAILS**Check-in: April 23, 2012**
(Check in time 3:00 PM)

1 Adults, 0 Children

Check-out: April 25, 2012
(Check out time 11:00 AM)Standard Two Queens
Guest: Soveida Robinson**Rates per Room**

(excluding tax recovery charges and service fees)

April 23, 2012—\$41.65USD

April 24, 2012—\$41.65USD

Tax Recovery Charges and Service Fees

\$9.52 USD

Total Charges**\$92.82USD**The above charges to your credit card were made by
Travelscape, LLC. To view our full Terms &
Conditions, please go to our Terms & Conditions
page.**Payment Information**

Payment Method:

Master Card

Card Number:

*****3306

Amount Charged:

\$92.82USD

Balance Due:

\$0.00 USD**Billing Information**

Billing Name:

Soveida Robinson

Billing Address:

315 S Humbolt St
Battle Mountain NV 89820

Phone Number:

7756352885

Email Address:

srobinson@landercountynv.org

Cancellation Policy

We understand that sometimes your travel plans change. We do not charge a change or cancel fee. However, this property (Carson City Plaza Hotel and Conference Center) imposes the following penalty to its customers that we are required to pass on: Cancellations or changes made after 12:00 AM ((GMT-08:00) Pacific Time (US & Canada); Tijuana) on Apr 22, 2012 are subject to a 1 Night Room & Tax penalty. The property makes no refunds for no shows or early checkouts.

PLAZA HOTEL - CARSON CITY
801 South Carson Street
Carson City, Nevada 89701
775 883-9500 TOLL FREE 888-227-1499
frontdesk@carsoncityplaza.com
Printed: 4/25/2012 - 7:22am

Credit Card

Page #1

SOVEIDA ROBINSON Guest #709485
EXPEDIA/HOTELS.COM
PO BOX 120
BATTLE MOUNTAIN NV 89820

Room: 303 STANDARD DBL QUEEN
Check-in: 04/23/12 3:29pm Out: 04/25/12 7:22am Nights: 2 Guests: 1/0

Date	CHARGES					PAYMENT				Balance
	Room	Phone	Misc.	Tax	Total	Credit	Cash	Bill	Total	
04/23/12		0.00	0.00	0.00	0.00	54.24VM	0.00		54.24	-54.24
04/24/12		0.00	0.00	0.00	0.00	0.00	0.00		0.00	-54.24
TOTAL		0.00	0.00	0.00	0.00	54.24	0.00		54.24	-54.24

AMOUNT TENDERED : \$0.00
CHANGE : \$0.00

Check-out time: 11:00am Check-in time: 3:00pm

THANK YOU FOR CHOOSING THE PLAZA HOTEL AS YOUR HOME AWAY FROM HOME! WE
HOPE TO SEE YOU AGAIN SOON.

Guest Signature: _____

THE MANAGEMENT ASSUMES NO RESPONSIBILITY FOR ACCIDENTS, INJURIES, THEFT OR LOSS DUE TO ANY CAUSE.
THANK YOU FOR STAYING HERE WE HOPE YOU HAVE ENJOYED YOUR STAY. PLEASE CALL AGAIN ANY TIME TO
MAKE RESERVATIONS HERE.



Account Number : DSS7866349

Date Due : 05/13/2012

Invoice Number : B1-248843976

Issue Date : 05/03/2012

Purchase Order # : N/A

HUGHESNET and BROADBAND UNBOUND are trademarks of Hughes Network Systems, LLC

Account Summary			
Previous Balance:	\$59.99	Bill To:	
Payments Posted:	-\$59.99	Rogene Hill	
Adjustments:	\$0.00	315 S Humboldt St	
		BATTLE MOUNTAIN, NV, 89820	
Past Due:	\$0.00		
Monthly/One Time Charges:	\$59.99		
Usage Charges:	\$0.00	Customer Since:	09/03/2008
Current Charges:	\$59.99		
Taxes:	\$0.00		
Total Current Invoice:	\$59.99		
Total Due:	\$59.99		
Due Date:	05/13/2012		

Check out the HughesNet Customer Care website at
customercare.myhughesnet.com for information on how to
 read your HughesNet invoice.

For Billing Questions, Contact:
 1-866-347-3292

.....
 Detach along this line and return the above section with your payment.



DATE DUE	ACCOUNT NUMBER	AMOUNT DUE	PAYMENT ENCLOSED
05/13/2012	DSS7866349	\$59.99	\$

Invoice Number : B1-248843976

Purchase Order # : N/A

Issue Date: 05/03/2012

- Please indicate amount enclosed. Do not send cash.
- Write your account number on the check.
- Please do not submit correspondence to the address below.
- Please include the remittance slip with payment.
- Make the check or money-order payable to:

Rogene Hill
 315 S Humboldt St
 BATTLE MOUNTAIN, NV 89820
 US

Hughes Network Systems
 P.O. Box 96874
 Chicago, IL 60693-6874

Payment and Adjustment			
	Date	SAN	Description
			Amount
<u>Payments</u>			



Account Number : DSS7866349

Date Due : 05/13/2012

Invoice Number : B1-248843976

Issue Date : 05/03/2012

Purchase Order # : N/A

HUGHESNET and BROADBAND UNBOUND are trademarks of Hughes Network Systems, LLC

04/03/2012	DSS7866349	Payment - By Credit Card	-	\$59.99
Total Payments			-	\$59.99
Total Payments and Adjustments			-	\$59.99
Account Charges				
Description	Total Accounts Charged		Amount	
Service Fees				
HughesNet Home	1		\$59.99	
Total Accounts Charged	1		\$59.99	
Sponsored Charges				
SAN	Description	Charges(\$)		
No Activity				
Installation Charges				
Description	Authorization No	Units	Unit Price (\$)	Percentage Extra(%) Extended Price(\$)
No Activity				
Tax Summary				
No Tax				
Site Level Details				
Description	Type	Start	End	Amount
DSS7866349 Created: 09/03/2008	City: AUSTIN	State: NV	Zip: 89310	
HughesNet Home	Service Fee	05/03/2012	06/03/2012	\$59.99
Total Taxes For Site:				\$0.00
Total Billing for Site:				\$59.99
Total Current Site Charges:				\$59.99
Billing All Sites:				\$59.99
Taxes All Sites:				\$0.00

**Account Number** : DSS7866349**Date Due** : 05/13/2012**Invoice Number** : B1-
248843976**Issue Date** : 05/03/2012**Purchase Order**
: N/A

HUGHESNET and BROADBAND UNBOUND are trademarks of Hughes Network Systems, LLC

Total of All Sites:**\$59.99**

Credit Card

☒ Landercountynv.org Mail

Cindy Benson <cbenson@landercountynv.org>

Your April OnStar Vehicle Diagnostics report from your Chevrolet Tahoe

1 message

OnStar Subscriber Services <vehiclediagnosics@onstar.com>

Reply-To: OnStar Subscriber Services <VM@onstar.com>

To: cbenson@landercountynv.org

Thu, Apr 12, 2012 at 6:32 PM

To ensure that you continue to receive emails from OnStar in your inbox, please add vehiclediagnosics@OnStar.com to your address book. Having trouble viewing this email? [Click here.](#)



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OnStar Vehicle Diagnostics from your 2007 Chevrolet Tahoe as of 04/12/2012

Dear STATE OF NV/LAN UNTY,

Enjoy peace of mind knowing that your vehicle will continue to check in every month to help you make sure that it's ready for the road. Be sure to look for your next monthly report for updates on your vehicle's health.



No Issues Found **Action Suggested** **Immediate Attention**

DIAGNOSTIC INFORMATION

Engine and Transmission System

Emissions System

Air Bag System

StabiliTrak® Stability Control System

[Watch Video](#)

Antilock Braking System

OnStar System

VEHICLE INFORMATION

2007 Chevrolet Tahoe

VIN: 1GNFK13027J256139

[GM Owner Center Online](#)

For vehicle information, search your online [Owner's Manual](#).

Warranty Tracker

One or more of your warranties is nearing expiration.

[See warranty coverage](#)

ONSTAR INFORMATION

OnStar¹ Subscription

- Account #: 011-4959-318
- Safe & Sound Services
- Enrolled in [Continuous Coverage](#)



This is an automated email — please do not respond. If you no longer wish to participate in the OnStar Vehicle Diagnostics service or feel you have received this email in error, please call 1.888.4.ONSTAR (1.888.466.7827) to speak to an Advisor. Please allow up to 30 days to process your request.

[Click here](#) if you no longer own this vehicle.

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If you are planning on transferring ownership of your vehicle, please go to [Subscription Transfers](#) for more information.

As always, if you have any questions about this report or OnStar Vehicle Diagnostics, please call 1.888.4.ONSTAR (1.888.466.7827) or visit [OnStar.com](#) for details.

¹ Visit [OnStar.com](#) for coverage maps, details and system limitations.

² XM Radio requires a subscription sold separately by XM after trial period. Available only in the 48 contiguous United States and District of Columbia. XM NavTraffic is available on certain vehicles and requires a subscription sold separately by XM after trial period. Available only in select markets. Visit [xmradio.com](#) for details.

Questions about your vehicle's monthly report? Please [contact us](#).

If you are deaf, hard of hearing, or speech impaired, [click here](#) for more information.

You can contact OnStar at the following address:
OnStar Subscriber Services, P.O. Box 1027, Warren, MI 48090-1027

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Credit Card
Check-in Receipt

Yerington Inn
4 North Main Street
Yerington , Nevada, USA
89447

Name: Steve Stienmetz
Check-in: Apr 12, 2012
Check-out: Apr 13, 2012
Confirmation #: 4113692
Invoice Number: 1246

Steve Stienmetz
315 s humbolt st
Battle Mountain NV United States
89820

Date	Description of services - Folio 1 of 1	Cost (USD)
2012/04/12	Unit 315: 2 Queen Beds - Senior Rate	54.00
Sub-total		54.00
City		3.24
Total		57.24
MasterCard Merchant: Apr 12, 2012 - 5XXX XXXX XXXX 3306		49.82
MasterCard Merchant: Apr 12, 2012 - 5XXX XXXX XXXX 3306		7.42
Amount Owing (USD)		0.00

Vehicle Make _____ Vehicle Licence _____

Customer Signature: _____

Comm



COUNTY CAR LOG
Chevy Tahoe

Date: 4/12/2012

Drivers/Passenger(s): Steven Stienmetz

Nature of Business: _____

Fuel: 27.763 Gallons Ending Mileage: 49,504
Oil: None Quarts Beginning Mileage: 49,015
Other Additives: None Total Miles Driven: 489

REPORT ANY PARTS PURCHASED OR REPAIRS MADE TO THE VEHICLE:
None

REPORT ANY REPAIRS OR SERVICES THAT NEED TO BE DONE TO THE VEHICLE:
None

Date Returned: 4/13/2012

10.455
17.308
27.763

RECEIVED
APR 16 2012
COUNTY COMMISSION

Flying J #966
650 W Front Street
Battle Mountain

Invoice # 15948
Date 04/13/12
Time 18:56
Auth # 417642

Pump	Gallons	Price
01	10.455	\$ 3.979

Product	Amount
PlusBlend	\$ 41.60

Total Sale \$ 41.60

SALE - Card Swiped

FLMAN
Acct#
#####6323

Odometer 45103

Thank You
For Choosing
Pilot Flying J

Thank you
for shopping
at Flying J!

Welcome To Loves#246
825 Commerce Center
Fernley NV

04/13/12 15:43

Pump	Gallons	Price
11	17.308	\$ 3.799

Product	Amount
Unleaded	\$ 65.75

#####6323
Card: FLMNPL
Approval: 398396

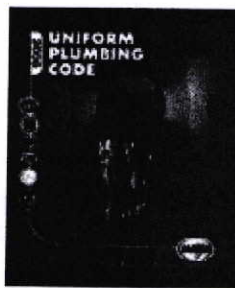
Ticket: 89402

Odometer: 963

Thank You !!!

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Quantity: 1



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The *Uniform Mechanical Code*® provides complete requirements for the installation and maintenance of heating, ventilating, cooling, and refrigeration systems, while at the same time allowing latitude for innovation and new technologies.

The 2006 edition represents the then most current approaches in the mechanical field and is the second edition developed under the ANSI consensus process. The provisions and standards of the *UMC* are fully indexed, searchable, and available with the click of a mouse. No more bulky books and torn or missing pages. The CD contains the complete text of the *UMC* (an American National Standard) including tables and appendices. Compatible with Windows (95 version or higher) and Macintosh systems. 366 pages

**Details for Order #002-1367110-6277026**

Print this page for your records.

Order Placed: April 18, 2012**Amazon.com order number:** 002-1367110-6277026**Order Total: \$25.99****Not Yet Shipped****Items Ordered**

2 of: CR2325 5pk Lithium 3V Coin Cell Batteries - DL2325 BR2325 KL2325

Condition: New

Sold by: batteriesinaflash ([seller profile](#))**Price**

\$9.95

Shipping Address:

Lander County

315 S HUMBOLDT ST

BATTLE MOUNTAIN, NV 89820-1982

United States

Shipping Speed:

Standard

Payment Information**Payment Method:**

MasterCard | Last digits: 3306

Item(s) Subtotal: \$19.90

Shipping & Handling: \$4.13

Billing Address:

Lander County

315 S HUMBOLDT ST

BATTLE MOUNTAIN, NV 89820-1982

United States

Total Before Tax: \$24.03

Estimated Tax To Be Collected: \$1.96

Grand Total: \$25.99To view the status of your order, return to [Order Summary](#).**Please note:** This is not a VAT invoice.[Conditions of Use](#) | [Privacy Notice](#) © 1996-2012, Amazon.com, Inc. or its affiliates

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Your Account > Your Orders > Order Summary

When will your items arrive?

Not Yet Shipped: 2 items - delivery estimate: April 24, 2012 - April 27, 2012

Order Placed: April 18, 2012

Amazon.com order number: 002-1367110-6277026

Order Total: \$25.99

Shipment #1: Ordered from batteriesinaflash

[Need to cancel an item?](#)

Shipping estimate: April 19, 2012 - April 20, 2012

Delivery estimate: April 24, 2012 - April 27, 2012

For information about this order, please contact [batteriesinaflash](#).
[Learn more](#) about batteriesinaflash's return and replacement policy.

Shipping Address: [Change](#)

Lander County
 315 S HUMBOLDT ST
 BATTLE MOUNTAIN, NV
 89820-1982
 United States

Items Ordered

2 of: **CR2325 5pk Lithium 3V Coin Cell Batteries - DL2325 BR2325 KL2325**
 [Electronics]
 Condition: New
 Sold by: batteriesinaflash ([seller profile](#))

Price
 \$9.95

Shipping Speed:
 Standard

Shipping Preference:
 Group my items into as few
 shipments as possible

Your seller feedback about this order

This open order is not yet eligible for feedback.

[See all orders awaiting feedback](#)

Payment Information

Payment Method: [Change](#)

MasterCard | Last digits: 3306

Billing Address: [Change](#)

Lander County
 315 S HUMBOLDT ST
 BATTLE MOUNTAIN, NV 89820-1982
 United States

[Need to print an invoice?](#)

Item(s) Subtotal:	\$19.90
Shipping & Handling:	\$4.13

Total Before Tax:	\$24.03
Estimated Tax To Be Collected:	\$1.96

Grand Total: **\$25.99**

Why has sales tax been applied? [See tax and seller information](#)

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Spring Cleaning 2012

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Department

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Hello, Jane
Your Account

0 Cart

Wish
List

Thank you, your order has been placed.

An e-mail confirmation has been sent to you.

Order Number: **002-1367110-6277026**

- 2 items will be shipped to **Lander County** by batteriesinaflash. Estimated delivery: **Apr. 24, 2012 - Apr. 27, 2012**

[Review or edit your order](#)

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'CR2325 5pk Lithium 3V Coin Cell Batteries - DL2325 BR2325 KL2325' by BIAF
www.amazon.com

Also known as: DL2325, BR2325, KL2325, L2325, EC2325, KCR2325, E-CR2325, KE-CR2325. CR2325 lithium button cells are commonly used as CMOS batteries in laptops and in a variety of other specialty applications.

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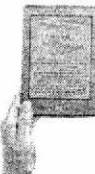
What Other Customers Are Looking At Right Now



Kindle Touch, Wi-Fi, 6" E Ink Display...
Amazon
\$99.00



Energy ESW-M8
NA 1200-Watt Subwoofer
~~\$699.99~~ \$469.95



Kindle, Wi-Fi, 6" E Ink Display...
Amazon
\$79.00



Transcend 32 GB JetFlash 500...
~~\$49.99~~ \$19.99

Most Wanted For in Movies & TV



Sherlock Holmes:
A Game of Shadows
Jude Law, Robert Jr. Downey
Blu-ray
~~\$35.99~~ \$24.99



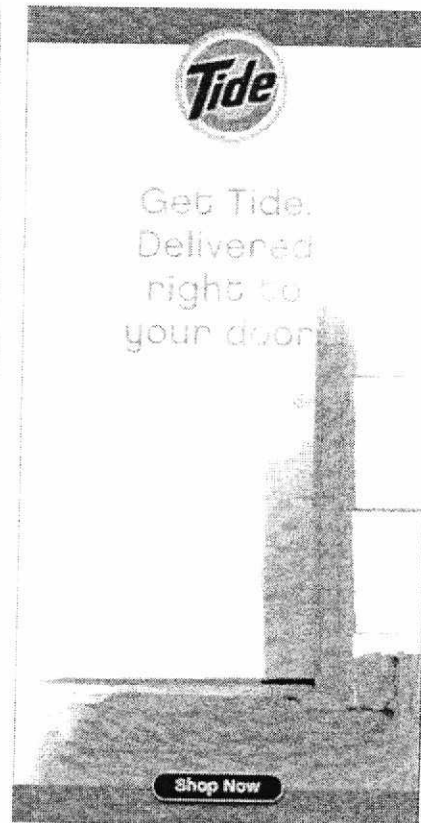
Mission:
Impossible Ghost Protocol
Tom Cruise, Jeremy Renner, Brad Pitt
Blu-ray
~~\$44.99~~ \$21.99



Jaws
Blu-ray
~~\$29.98~~ \$24.99



Game of Thrones:
The Complete First...
Sean Bean, Mark Addy, Michelle...
Blu-ray
~~\$79.99~~ \$43.99

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CR2325 5pk Lithium 3V Coin Cell Batteries - DL2325 BR2325 KL2325

by **BIAF**

[Be the first to review this item](#) (0)

Price: \$9.95

In Stock.

Ships from and sold by **batteriesinaflash**.

Quantity: 1

\$9.95 + \$3.81 shipping

In Stock. Sold by **batteriesinaflash**

or

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Renata CR2325 watch battery
\$3.79



Panasonic Lithium Battery 2325 3V
\$3.99

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Technical Details

- 5pk Coin Cell Batteries
- 3V
- Lithium

Product Details

Product Dimensions: 0.9 x 0.9 x 0.1 inches

Shipping Weight: 4 ounces ([View shipping rates and policies](#))

ASIN: B0060C6M8G

Average Customer Review: [Be the first to review this item](#)

Date first available at Amazon.com: December 3, 2010

Did we miss specifying any relevant product features for this product? [Tell us what we missed.](#)

Would you like to [update product info](#), [give feedback on images](#), or [tell us about a lower price](#)?

Product Description

Also known as: DL2325, BR2325, KL2325, L2325, ECR2325, KCR2325, E-CR2325, KECCR2325. CR2325 lithium button cells are commonly used as CMOS batteries in laptops and in a variety of other specialty applications.



Jane Bianchi <jbianchi@landercountynv.org>

Your Order with Amazon.com

1 message

auto-confirm@amazon.com <auto-confirm@amazon.com>
To: "jbianchi@landercountynv.org" <jbianchi@landercountynv.org>

Wed, Apr 18, 2012 at 9:12 AM

[VIEW CART](#) | [WISH LIST](#) | [YOUR ACCOUNT](#) | [HELP](#)**Thanks for your order, jane!****Want to manage your order online?**

If you need to check the status of your order or make changes, please visit our home page at Amazon.com and click on Your Account at the top of any page.

Purchasing Information:**E-mail Address:** jbianchi@landercountynv.org**Billing Address:**

Lander County
315 S HUMBOLDT ST
BATTLE MOUNTAIN, NV 89820-1982
United States

Shipping Address:

Lander County
315 S HUMBOLDT ST
BATTLE MOUNTAIN, NV 89820-1982
United States

Order Grand Total: \$25.99

Get the **Amazon.com Rewards Visa Card** and get **\$30 instantly** as an Amazon.com Gift Card.

Order Summary:**Shipping Details : batteriesinaflash****Order #:** 002-1367110-6277026**Shipping Method:** Standard

Items: \$19.90

Shipping & Handling: \$4.13

Total Before Tax: \$24.03

Estimated Tax To Be Collected:* \$1.96

Order Total: **\$25.99****Delivery estimate:** Apr. 24, 2012 - Apr. 27, 2012**2 "CR2325 5pk Lithium 3V Coin Cell Batteries - DL2325 BR2325 KL2325"**

Electronics; \$9.95

In Stock

Sold by: batteriesinaflash

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DATE	INVOICE	AMOUNT	REMARKS
05/08/12	10238/FA26	1,355.45	4/27/12/TACTICAL GEAR/SO

CHECK NO 40551 \$1,355.45 **

COUNTY OF LANDER

315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 040551

94-7074
3212

PAY TO THE ORDER OF

ATS TACTICAL GEAR

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
05/10/12 **VOID**	40551 **VOID**	\$1,355.45 **VOID**

VOID**1,355DOLLARS AND45CENTS***

ATS TACTICAL GEAR
709 S. MAIN STREET

HOPKINSVILLE KY 42240

NON-NEGOTIABLE

TOTAL **\$1,355.45**

I certify that the foregoing claim is correct and just; that the articles specified have been received by the proper officials of the County, the Courts and/or Special Districts, or the services stated have been performed; and that they were necessary for; have been or will be applied to County, Court or Special District purposes.


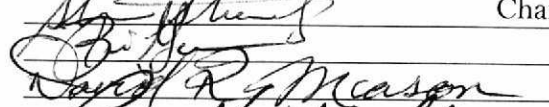
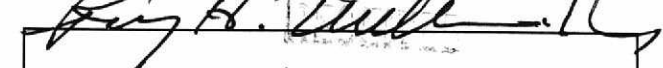


Authorized Signature

04/27/2012

Date

COUNTY COMMISSION APPROVAL


Chairman



MAY 01 2012

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BUSINESS CARD

COUNTY OF LANDER

DATE	INVOICE	AMOUNT	REMARKS
05/08/12	CARSON DODGE	550.90	3/1/12/MAINT/SO
05/08/12	HOME DEPO	3.68	3/22/12/FLAPPER/SO
05/08/12	NV DMV	24.00	4/19/12/PROF PLATES/SO

CHECK NO 40552 \$578.58 **

COUNTY OF LANDER

315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NV 89820
(775) 635-2573

PAY TO THE ORDER OF

BUSINESS CARD

VOID**578DOLLARS AND 58CENTS***

BUSINESS CARD
P.O. BOX 15796

INGTON

DE 19886-5796

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 040552

94-7074
3212

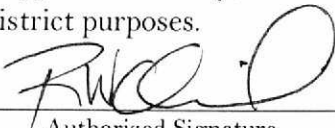
VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
05/10/12 **VOID**	40552 **VOID**	\$578.58 **VOID**

NON-NEGOTIABLE

TOTAL \$578.58

I certify that the foregoing claim is correct and just; that the articles specified have been received by the proper officials of the County, the Courts and/or Special Districts, or the services stated have been performed; and that they were necessary for; have been or will be applied to County, Court or Special District purposes.



Authorized Signature

05/01/2012

Date

COUNTY COMMISSION APPROVAL


Chairman


Robert B. Massey


Roy H. Withers

MAY 03 2012

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EAGLE UNITED U.S.A., INC.

COUNTY OF LANDER
DBA EAGLE MOUNTAIN CO.

DATE	INVOICE	AMOUNT	REMARKS
05/09/12	21008	728.90	4/11/12/SOLARLEDLIGHTS

CHECK NO 40555 \$728.90 **

COUNTY OF LANDER

315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 040555

94-7074
3212

PAY TO THE ORDER OF

EAGLE UNITED U.S.A., INC.

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
05/10/12 **VOID**	40555 **VOID**	\$728.90 **VOID**

VOID**728DOLLARS AND90CENTS***

EAGLE UNITED U.S.A., INC.
P.O. BOX 500

DBA EAGLE MOUNTAIN CO.

WIMBERLEY

TX 78676

NON-NEGOTIABLE

COUNTY COMMISSION APPROVAL

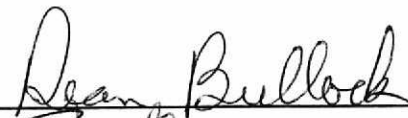

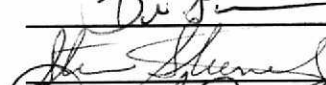
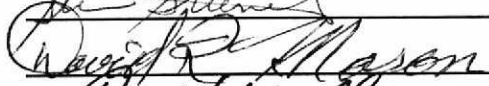
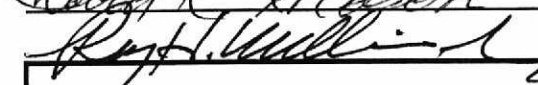
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Authorized Signature

5/8/12

Date

	Chairman
	
	
	
	

22001910

MAY 08 2012

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DATE	INVOICE	AMOUNT	REMARKS
05/09/12	EZTOXA1PDB1/L0174	447.00	4/3/12/ D HOPPER/SO

CHECK NO 40556 \$447.00 **

COUNTY OF LANDER

315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NV 89820
(775) 635-2573WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 040556

94-7074
3212VOID IF NOT CASHED
WITHIN 90 DAYS

PAY TO THE ORDER OF

CARES-HANGER PROSTHETICS

DATE	CHECK NO.	AMOUNT
05/10/12 **VOID**	40556 **VOID**	\$447.00 **VOID**

VOID**447DOLLARS AND00CENTS***

CARES-HANGER PROSTHETICS
961 MATLEY LANE, STE 100

& OTHOTICS WEST

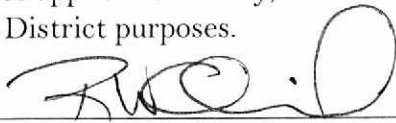
RENO

NV 89502-2100

NON-NEGOTIABLE

TOTAL \$447.00

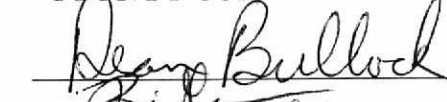
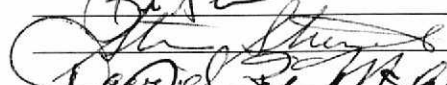
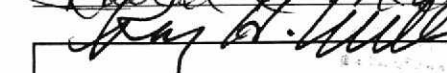
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Authorized Signature

05/01/2012
Date

COUNTY COMMISSION APPROVAL

Chairman

MAY 07

For Comptroller Use Only

COUNTY OF LANDER

SUMMIT ENGINEERING CORP.

DATE	INVOICE	AMOUNT	REMARKS
05/09/12	23524/12401	11,108.98	5/3/12/PHS 3 LEVEEPROJ
05/10/12	23571/12401	1,713.79	5/3/12 GISWEBHOSTING/

CHECK NO 40572 \$12,822.77 **

COUNTY OF LANDER

315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 040572

94-7074
3212

PAY TO THE ORDER OF

SUMMIT ENGINEERING CORP.

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
05/10/12 ***VOID**	40572 ***VOID**	\$12,822.77 ***VOID**

VOID**12,822DOLLARS AND77CENTS***

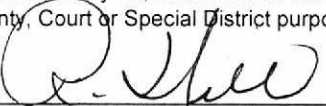
SUMMIT ENGINEERING CORP.
1150 LAMOILLE HIGHWAY



ELKO

NV 89801

NON-NEGOTIABLE

officials of the County, the Courts and/or Special Districts,
or the services stated have been performed; and that they
were necessary for, have been or will be applied to
County, Court or Special District purposes.


Authorized Signature
5/9/12
Date


Chairman


COUNTY OF LANDER

CYNTHIA BENSON

DATE	INVOICE	AMOUNT	REMARKS
05/14/12	REIMB /FROM RB	12.00	5/10/12FOR LIC/2NEWVECH

CHECK NO 40577 \$12.00 **

COUNTY OF LANDER

315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 040577

94-7074
3212

PAY TO THE ORDER OF

CYNTHIA BENSON

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
05/15/12	40577	\$12.00
VOID	**VOID**	**VOID**

VOID**12DOLLARS AND00CENTS***

CYNTHIA BENSON
1945 MACKENZIE COURT

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

	Freight	
	TOTAL	\$12.00

I certify that the foregoing claim is correct and just; that the articles specified have been received by the proper officials of the County, the Courts and/or Special Districts, or the services stated have been performed; and that they were necessary for, have been or will be applied to County, Court or Special District purposes.

Authorized Signature

[Signature]
5/10/12

Date

COUNTY COMMISSION APPROVAL

[Signature] Chairman
[Signature]
[Signature]
[Signature]

RECEIVED

MAY 14 2012

L.G. FINANCE

CFOA

COUNTY OF LANDER
C/O TERRY LUNDERGREEN

DATE	INVOICE	AMOUNT	REMARKS
05/14/12	CFOA/2012A/ADDITION	50.00	5/11/12/DUES 2012

CHECK NO 40578 \$50.00 **

COUNTY OF LANDER

315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NV 89820
(775) 635-2573WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 040578

94-7074
3212VOID IF NOT CASHED
WITHIN 90 DAYS

PAY TO THE ORDER OF

CFOA

DATE	CHECK NO.	AMOUNT
05/15/12 **VOID**	40578 **VOID**	\$50.00 **VOID**

VOID**50DOLLARS AND00CENTS***

CFOA
P.O. BOX 3000
MINDEN

C/O TERRY LUNDERGREEN

NV 89423

NON-NEGOTIABLE




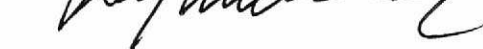
COUNTY COMMISSION APPROVAL

I certify that the foregoing claim is correct and just; that the articles specified have been received by the proper officials of the County, the Courts and/or Special Districts, or the services stated have been performed; and that they were necessary for, have been or will be applied to County, Court or Special District purposes.



Authorized Signature

Date


Chairman




COUNTY OF LANDER

WELLS FARGO REMITTANCE CT

DATE	INVOICE	AMOUNT	REMARKS
05/14/12	AMAZON.COM	25.99	4/19/12 BATTERIESCLERK
05/14/12	APRIL /2012	78.94	4/30/12/INTERNET AMBUL
05/14/12	APRIL/2012	253.89	4/27/12/TRVLTRNGCARSONB
05/14/12	IAPMO	145.44	4/26/12/PLUMBINGCODECDS
05/14/12	TRAVEL/TRNG	142.64	4/12/12/TRVLYERINGTONCOMM

CHECK NO 40600 \$646.90 **

COUNTY OF LANDER

315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 040600

94-7074
3212

PAY TO THE ORDER OF

WELLS FARGO REMITTANCE CT

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
05/15/12	40600	\$646.90
VOID	**VOID**	**VOID**

VOID**646DOLLARS AND90CENTS***

WELLS FARGO REMITTANCE CT
P.O. BOX 6415

CAROL STREAM IL 60197-6415

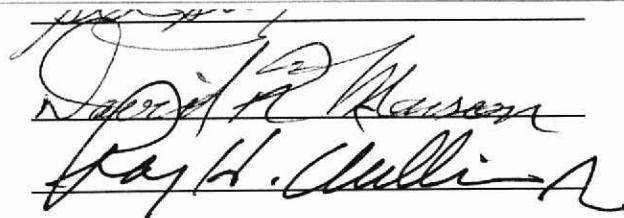
NON-NEGOTIABLE

NUMEROS



Authorized Signature

5/14/12


David R. Hansen
Ray H. Sullivan

ROGENE HILL
Lander County Finance Director



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

DATE

<u>Dean Bullock</u> Chairman	<u>5/24/12</u>
<u>Steven Hernandez</u> Commissioner	<u>5/24/12</u>
<u>David J. ...</u> Commissioner	<u>5-24-12</u>
<u>David ...</u> Commissioner	<u>5/24/12</u>
<u>Ray H. ...</u> Commissioner	<u>5/24/12</u>

LANDER COUNTY COMMISSION MEETING

May 24, 2012

APPROVE / DISAPPROVE

SUBMITTED EXPENDITURES IN THE AMOUNT OF \$ 137,315.14
From Check #40601 thru #40703

315 South Humboldt Street < > Battle Mountain NV 89820
Phone: (775) 635-2885 < > Fax: (775) 635-5332

Commissioners' Report

May 24, 2012

CORRESPONDENCE

May 24, 2012

1. Mitsuyo Maser, Nevada Department of Taxation, to Taxpayer, letter regarding Application Filing Number: 10-10006G; Project Name: Ormat McGinness Hills Project.
2. Matthew DeBurle, P.E., Nevada Division of Environmental Protection, to Aaron Lewis, P.E., Ormat Nevada, Inc., letter regarding Permit to Operate Authorization for McGinness Hills Geothermal Complex.
3. W. Todd Suessmith, Jr., Nevada Division of Environmental Protection, to Ms. Meg Burt, Newmont Mining Corporation, letter regarding BMRR Issuance of Final Revised Reclamation Permit 0223 for the Phoenix Project; BLM Case Number NVN-067930.
4. Susan Martinovich, P.E., Nevada Department of Transportation, to Gene Etcheverry, Lander County Executive Director, letter regarding additional funding for the US 50 Austin Visitor Center project.
5. Jane Gruner, Deputy Administrator, Nevada Department of Health and Human Services, Division of Mental Health and Developmental Services, to Ray Williams, Lander County Commission, letter regarding FY 2013 projected estimate for services provided to Lander County children with developmental disabilities.

Correspondence #1
5/24/2012



**STATE OF NEVADA
DEPARTMENT OF TAXATION**

Web Site: <http://tax.state.nv.us>

1550 College Parkway, Suite 115
Carson City, Nevada 89706-7937
Phone: (775) 684-2000 Fax: (775) 684-2020

RENO OFFICE
4600 Kietzke Lane
Building L, Suite 235
Reno, Nevada 89502
Phone: (775) 687-9999
Fax: (775) 688-1303

BRIAN SANDOVAL
Governor
ROBERT R. BARENGO
Chair, Nevada Tax Commission
WILLIAM CHISEL
Executive Director

LAS VEGAS OFFICE
Grant Sawyer Office Building, Suite 1300
555 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 486-2300 Fax: (702) 486-2373

HENDERSON OFFICE
2550 Paseo Verde Parkway, Suite 180
Henderson, Nevada 89074
Phone: (702) 486-2300
Fax: (702) 486-3377

May 4, 2012

Taxpayer ID: 1013459822-001

Expiration Date: May 16, 2014

Pacific Process Systems
5055 California Avenue, Suite 220
Bakersfield, CA 93309-1991

Dear Taxpayer:

RE: Application Filing Number: 10-10006G
Project Name: Ormat McGinness Hills Project

Your request for the sales/use tax abatement on the purchase of tangible personal property relating to the Ormat McGinness Hills project was approved on May 16, 2011, by the Renewable Energy Commission.

The enclosed exemption letter exempts purchases of tangible personal property from sales/use tax specifically associated with the Ormat McGinness Hills project. In accordance with this agreement, the abatement shall be deemed to have commenced on May 16, 2011. This exemption will expire on May 16, 2014. The period of the exemption letter will not exceed three years from the effective date of this exemption.

To simplify administration of this exemption for retailers, the Department of Taxation is providing retailers with total exemption from collecting Nevada sales tax on qualifying purchases made within the scope of this program. Therefore, Pacific Process Systems is required to self report and pay the non-exempt 2.60 percent portion of tax, in the form of use tax, directly to the Department.

Any purchases of tangible personal property for the Ormat McGinness Hills project must remain with the Ormat McGinness Hills project. Items purchased for this project cannot be used on any other project.

The enclosed Sales/Use Tax Abatement reporting form must be completed and filed with your regular Nevada Sales/Use Tax return. The abatement form must be filed each month, whether or not any purchases of tangible personal property were made during the reporting period.

If upon further or future review by Nevada State Office of Energy or Nevada Energy Commissioner, it is determined the above named organization does not meet or no longer meets the criteria outlined in NRS 701A, this letter of exemption will be revoked.

If you have any further questions, please contact Mitsy Maser at (775) 684-2143.

Sincerely

Mitsuyo Maser, Tax Program Supervisor I
Compliance Division

cc: Renewable Energy Commission
Nevada State Office of Energy
Lander County

RECEIVED

MAY - 9 2012

COUNTY COMMISSION



**STATE OF NEVADA
DEPARTMENT OF TAXATION**
Web Site: <http://tax.state.nv.us>

1550 College Parkway, Suite 115
Carson City, Nevada 89706-7937
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Reno, Nevada 89502
Phone: (775) 687-9999
Fax: (775) 688-1303

BRIAN SANDOVAL
Governor
ROBERT R. BARENGO
Chair, Nevada Tax Commission
WILLIAM CHISEL
Executive Director

LAS VEGAS OFFICE
Grant Sawyer Office Building, Suite 1300
555 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 486-2300 Fax: (702) 486-2373

HENDERSON OFFICE
2550 Paseo Verde Parkway, Suite 180
Henderson, Nevada 89074
Phone: (702) 486-2300
Fax: (702) 486-3377

May 4, 2012

Taxpayer Identification Number: 1013459822-001
Application Filing Number: 10-10006G

Pacific Process Systems
5055 California Avenue, Suite 220
Bakersfield, CA 93309-1991

EXPIRATION DATE: May 16, 2014

**SPECIAL EXEMPTION LETTER FOR ACCOUNTS CERTIFIED
FOR SALES/USE TAX ABATEMENT FOR RENEWABLE ENERGY**

Project Name: Ormat McGinness Hills Project

Pursuant to NRS 701A provides exemptions when specific criteria are met for those accounts who have qualified and have been certified for sales/use tax abatement for renewable energy projects. Direct purchases of tangible personal property made by Pacific Process Systems for Ormat McGinness Hills Project are exempt from sales/use tax. Fraudulent use of this exemption letter is a violation of Nevada law.

Vendors selling tangible personal property to Pacific Process Systems for Ormat McGinness Hills Project are authorized to sell to them tax exempt. Therefore, the holder of this certificate will be responsible for remitting the appropriate sales/use tax to the Department of Taxation. The vendor shall account for the exempt sale on its sales/use tax return under exemptions. For audit purposes, a vendor must have a copy of this letter in order to document the transaction was tax exempt.

This letter only applies to Nevada sales/use tax and does not provide exemption from any other tax.

This exemption applies only to the above named organization relating to the above project and is not extended to individuals, or contractors or lessors to or for such organizations.

Any vendor having questions concerning the use of this sales/use tax exemption letter may contact the Department.

If upon further or future review by Nevada State Office of Energy or Nevada Energy Commissioner, it is determined the above named organization does not meet or no longer meets the criteria outlined in NRS 701A, this letter of exemption will be revoked.

Sincerely,

Raymond Lummus
Tax Manager

cc: Nevada Energy Commissioner
Nevada State Office of Energy
Lander County

NEVADA DEPARTMENT OF TAXATION

TID No: 1013459822 - 001

**COMB'D SALES & USE TAX RETURN
RENEWABLE ENERGY ABATEMENT**

MAIL ORIGINAL TO:
STATE OF NEVADA - SALES/USE
1550 COLLEGE PKY #115
CARSON CITY NV 89706

Pacific Process Systems
5055 California Avenue, Suite 220
Bakersfield, CA 93309-1991
AFN 10-10006G Ormat McGinness Hills R.E. Project

For Department Use Only

For QUARTER Ending :
Due on or before:
Date paid:

If the name or address as shown is incorrect, if the ownership or business location has changed, or if you are out of business, notify a Nevada Department of Taxation District Office immediately.

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY

A RETURN MUST BE FILED EVEN IF NO TAX LIABILITY EXISTS

SALES TAX						USE TAX		
ENTER AMOUNTS IN COUNTY OF SALES/USE (OR COUNTY OF DELIVERY)	TOTAL SALES	EXEMPT SALES	TAXABLE SALES	TAX RATE	CALCULATED TAX	AMOUNT SUBJECT TO USE TAX	TAX RATE	CALCULATED TAX
TAX CALCULATION FORMULA	COLUMN A	- COLUMN B	= COLUMN C	x COLUMN D	= COLUMN E	COLUMN F	x COLUMN G	= COLUMN H
DO NOT REMIT SALES TAX ON THIS RETURN								
01 CHURCHILL				7.000%			2.600%	
02 CLARK				8.100%			2.600%	
03 DOUGLAS				7.100%			2.600%	
04 ELKO				6.850%			2.600%	
05 ESMERALDA				6.850%			2.600%	
06 EUREKA				6.850%			2.600%	
07 HUMBOLDT				6.850%			2.600%	
08 LANDER				7.100%			2.600%	
09 LINCOLN				7.100%			2.600%	
10 LYON				7.100%			2.600%	
11 MINERAL				6.850%			2.600%	
12 NYE				7.100%			2.600%	
13 CARSON CITY				7.475%			2.600%	
14 PERSHING				7.100%			2.600%	
15 STOREY				7.600%			2.600%	
16 WASHOE				7.725%			2.600%	
17 WHITE PINE				7.475%			2.600%	
TOTALS								
18. TOTAL CALCULATED SALES (18a) AND USE (18b) TAX SUM OF COLUMN E → 18a.						SUM OF COLUMN H → 18b.		
19. ENTER COLLECTION ALLOWANCE FOR TIMELY FILING (LINE 18a x 0.50%) 19.						COLLECTION ALLOWANCE IS FOR SALES TAX ONLY THERE IS NO COLLECTION ALLOWANCE FOR USE TAX		
20. NET SALES TAX (LINE 18a - LINE 19) 20.								

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN.

RETURN MUST BE SIGNED

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

TITLE PHONE NUMBER (WITH AREA CODE)

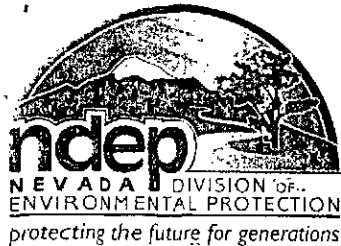
FEDERAL TAX ID NUMBER (EIN OR SSN) DATE

21. NET SALES AND USE TAX (LINE 20 + LINE 18b)
22. PENALTY (LINE 21 x 10%)
23. INTEREST (LINE 21 x .75% x # OF MONTHS PAST DUE)
24. PLUS LIABILITIES ESTABLISHED BY THE DEPARTMENT
25. LESS CREDIT(S) APPROVED BY THE DEPARTMENT
26. TOTAL AMOUNT DUE AND PAYABLE
27. TOTAL AMOUNT REMITTED WITH RETURN

21.	
22.	
23.	
24.	
25.	
26.	
27.	

**MAKE CHECKS PAYABLE TO:
NEVADA DEPARTMENT OF TAXATION**





STATE OF NEVADA

Department of Conservation & Natural Resources

DIVISION OF ENVIRONMENTAL PROTECTION

Brian Sandoval, Governor

Leo M. Drozdoff, P.E., Director

Colleen Cripps, Ph.D., Administrator

Correspondence #2
5/24/2012

May 15, 2012

Aaron Lewis, P.E.
Sr. Project Engineer
Ormat Nevada, Inc.
6255 Neil Road
Reno, NV 89511-1136

Re: Permit to Operate Authorization for McGinness Hills Geothermal Complex

Dear Mr. Lewis:

Pursuant to NAC 459.953473, Ormat is authorized to proceed with the operation of the McGinness Hills Geothermal Complex, located 11 miles northeast of Austin, Nevada in Lander County.

Note that this permit is issued under the authority of the Nevada Division of Environmental Protection. This is a separate authority from the local building and fire departments. This permit does not relieve Ormat of the obligation to obtain all necessary permits from other agencies prior to bringing n-pentane on site and proceeding with operation.

A final invoice for our permitting activities will be prepared within the next two weeks. Pursuant to NAC 459.95335, Ormat will not be required to pay the annual program fee until July, 2013. However, please note that CAPP staff will conduct annual program compliance inspections. Typically, advanced notice is provided for these inspections.

Thank you for your cooperation during this permitting process. If you have any questions or require further information on the continuing program requirements, please contact me at 775-687-9391; email mdeburle@ndep.nv.gov.

Sincerely,

Matthew A. DeBurle, P.E., Supervisor
Chemical Accident Prevention Program
Bureau of Air Pollution Control

RECEIVED

MAY 18 2012

COUNTY COMMISSION



Aaron Lewis

May 15, 2010

Permit to Operate Authorization for McGinness Hills Geothermal Complex

Page 2 of 2

MAD/ts

Cc: Ron Unger, Sheriff, Lander County Sheriff, #2 State Route 305, Battle Mountain, NV 89820

✓Gene Etcheverry, Executive Director, Lander County, 315 South Humboldt Street, Battle Mountain, NV 89820

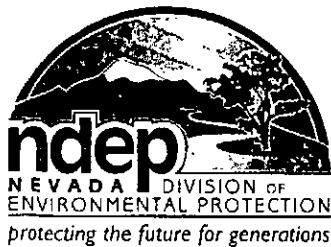
Chuck Chapin, Commissioner, Lander County, 315 South Humboldt Street, Battle Mountain, NV 89820.

Mark Langston, Chairman, Lander County LEPC, P.O. Box 1625, Battle Mountain, NV 89820

William Coyle, BLM-Battle Mountain Field Office, 50 Bastian Road, Battle Mountain, NV 89820

Ecc: Larry Kennedy, NDEP

Certified Mail # 9171 9690 0935 0011 9068 24



STATE OF NEVADA
Department of Conservation & Natural Resources
DIVISION OF ENVIRONMENTAL PROTECTION

Brian Sandoval, Governor
Leo M. Drozdoff, P.E., Director
Colleen Cripps, Ph.D., Administrator

Correspondence #3
5/24/2012

May 16, 2012

Ms. Meg Burt
Newmont Mining Corporation
Phoenix Mine
P.O. Box 1657
Battle Mountain, NV 89820

Certified Mail Number

9171 9690 0935 0009 9303 81

**RE: BMRR Issuance of Final Revised Reclamation Permit 0223 for the Phoenix Project;
BLM Case Number NVN-067930.**

Dear Ms. Burt:

The Bureau of Mining Regulation and Reclamation (BMRR) has completed the required thirty day public comment period for revised Reclamation Permit 0223 for Newmont Mining Corporation's Phoenix Project. This action was the result of approval of the Phoenix Copper Leach Amendment. BMRR has determined the required bond amount for the entire Phoenix Project is now **\$452,201,275**. As stated in BMRR's March 28, 2012 draft permit cover letter, Newmont should post the additional required surety with the Bureau of Land Management (BLM) Nevada State office by no later than May 28, 2012. In addition, attached to this letter please find enclosed a copy of revised final Reclamation Permit 0223 for your files. The required 10 day appeal period will end on May 26, 2012. Revised Reclamation Permit 0223 will become final on May 31, 2012.

Should you have any questions regarding this letter, please contact me at (775) 687-9412 or by e-mail at tsuessmi@ndep.nv.gov.

Sincerely,

W. Todd Suessmith, Jr.
W. Todd Suessmith, Jr.

Bureau of Mining Regulation and Reclamation

CC (w/att): Roger MacGregor, Newmont Mining Corporation 1655 Mountain City Highway Elko, NV 89801 (w/o att.)
Jon Sherve, BLM - Battle Mountain District
Lacy Trapp, BLM - NSO (w/o att.)
Katie Miller, NDOW
George Bishop, Nevada Division of Minerals
Chairman, Lander County Commissioners (w/o att.)
Rob Kuczynski, BMRR - Regulation Permit Writer (w/o att.)
Dave Willard, BMRR - Closure Branch

RECEIVED

MAY 21 2012

COUNTY COMMISSION





BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 S. Stewart Street
Carson City, Nevada 89712
May 15, 2012

Correspondence #4
5/24/2012

SUSAN MARTINOVICH, P.E., Director

In Reply Refer to:

Gene Etcheverry
Executive Director
Lander County
315 South Humboldt Street
Battle Mountain, NV 89820

Re: Request for Additional Funding for Federal Project No.: STP-050-4(005)
Project No.: 73504

Dear Mr. Etcheverry:

I am responding to Lander County's request for additional federal enhancement funds for the US 50 Austin Visitor Center. I understand that through increases in the complexity of the project design and environmental work that the cost of the overall project has exceeded the original project budget. It is also not possible to phase the project and still maintain the integrity of the project. Both agencies agree that this project will provide benefits to the County, the State and the traveling public.

As such, I am authorizing an increase in the federal funding levels up to \$100,000. This increase in funding is contingent on the County advertising this project by August of this year. If the County is unable to advertise the project this federal fiscal year, the additional funds will be removed from the project. The County is responsible for providing the required match to the additional funds, which brings the County's required match up to \$37,706.

Please continue to work with the Department's LPA staff to advertise this project as soon as possible. Any issues need to be addressed in a timely manner and submittal requirements met quickly in order to ensure the delivery of this project.

Sincerely,

Susan Martinovich, P.E.
Director

KLS:SM

RECEIVED

MAY 21 2012

COUNTY COMMISSION





STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES
4126 Technology Way, Suite 201
Carson City, Nevada 89706
Phone (775) 684-5943 • Fax (775) 684-5966

Correspondence #5
5/24/2012

BRIAN SANDOVAL
Governor
MICHAEL J. WILLDEN
Director

RICHARD WHITLEY
Acting Administrator
JANE GRUNER
Deputy Administrator

May 18, 2012

Ray Williams, Chair
Lander County Commission
C/O Gene Etcheverry, Executive Director
315 S. Humboldt St.
Battle Mountain, NV 89820

Dear Ray Williams,

The Division of Mental Health and Developmental Services (MHDS) would like to provide you with the projected estimate for the services provided to the children in your county with developmental disabilities or related conditions for FY13. Based on the projected average caseload of 3 children, the estimated county liability for FY13 is \$6,281.

Please be advised that this projection is based on intensity of services and caseload. If the intensity of services or caseload increases or decreases, this will change the actual county responsibility during FY13.

Please feel free to contact me if you should have any questions or concerns regarding this projected amount. I can be reached at 775-684-4118 or by email at jgruner@mhds.nv.gov.

Sincerely,

A handwritten signature in cursive script that reads "Jane Gruner".

Jane Gruner
Deputy Administrator, MHDS

cc: Michael J. Willden, Director, DHHS
Richard Whitley, Acting Administrator, Health Division
Dave Prather, ASO IV, MHDS
Thomas Smith, Director, DRC
Kathy Wellington Cavakis, Director, SRC
Barbara Legier, Director, Rural Services

RECEIVED

MAY 21 2012

COUNTY COMMISSION

**MONTHLY & QUARTERLY REPORTS TO
LANDER COUNTY COMMISSIONERS**

APRIL

- 1) LANDER COUNTY CLERK – MONIES COLLECTED FOR THE MONTH OF
APRIL, 2012
- 2) AUSTIN JUSTICE OF THE PEACE – MONIES COLLECTED FOR THE MONTH
OF APRIL, 2012
- 3) AGRENTA JUSTICE COURT FINES & FEES COLLECTED FOR THE MONTH
OF APRIL, 2012
- 4) LANDER COUNTY RECORDER – TOTAL AMOUNT REMITTED TO
TREASURER FOR THE MONTH OF MARCH, 2012
- 5) LANDER COUNTY RECORDER – TOTAL AMOUNT REMITTED TO
TREASURER FOR THE MONTH OF APRIL, 2012
- 6) TECHNOLOGY FEES FOR THE MONTH OF APRIL, 2012

Lander County Clerk's Office
Monies Collected for the Month of:
APRIL, 2012

TOTAL STATE FEES:	\$ 269.00
TOTAL COUNTY FEES:	\$ 1,109.47
TOTAL LAW LIBRARY FUND:	\$ 75.00
TOTAL DOMESTIC VIOLENCE:	\$ 100.00
TOTAL LEGAL AID FUND:	\$ 135.00
TOTAL DRUG COURT FEES:	\$
TOTAL MONIES COLLECTED FOR THE MONTH OF <u>April</u>	\$ 1,688.47

Sadie Sullivan

Clerk's Report to Auditor
of Costs and Fees Collected

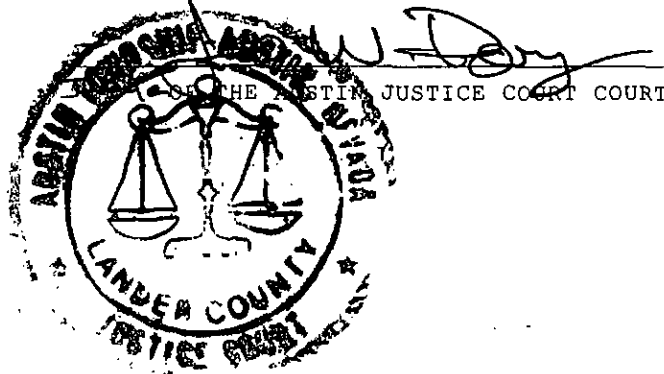
Approved by State Board of Accounts for LANDER County - 2012

To Auditor of LANDER County, NEVADA
Collecting for Period: 03/27/2012 thru 04/30/2012

2012 MAY -3 PM 12:35

Account	Prior Collections	Collections This Period	Year To Date Collections
6I AA FEE - JUSTICE #085-32003	4,841.00	385.00	5,026.00
6I AA FEE - JUVENILE #286-32006	1,334.00	110.00	1,444.00
6I AA FEE - STATE (A #090-32005	20,787.00	2,043.00	22,830.00
6I AA FEE - STATE (G #090-000-32013	2,805.00	275.00	3,080.00
6I BAIL FORFEITURES #001-35030	35,781.00	5,208.00	40,989.00
6I BAIL/BOND PROCESSING FEE	140.00	0.00	140.00
6I BOND FILING FEE VICTIMS OF CRIME	140.00	0.00	140.00
6I CIVIL FEES	40.00	0.00	40.00
6I COUNTY FINES/FORF #001-35030	8,835.50	323.00	9,158.50
6I DEPARTMENT OF WILDLIFE - COUNTY	0.00	0.00	0.00
6I DEPARTMENT OF WILDLIFE CIVIL FEES	0.00	0.00	0.00
6I DOMESTIC VIOLENCE FEE	0.00	0.00	0.00
6I FACILITY ASSESSME #285-34201	5,995.00	590.00	6,585.00
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	4,197.00	190.00	4,387.00
6I LC98-3 OTHER #01-32009	10.00	0.00	10.00
6I MISCELLANEOUS FEES	7.50	0.00	7.50
6I NON SUFFICIENT FUNDS	120.00	0.00	120.00
6I NRS 4.065 (SB#62) #090-32015	1.00	0.00	1.00
6I OVERPAYMENTS TO THE COUNTY	53.50	1.00	54.50
6I SPECIALTY COURT F #090-32207	4,130.00	413.00	4,543.00
6I SUBSTANCE ABUSE FEE (CHEMICAL FEE)	0.00	0.00	0.00
Totals:	89,017.50	9,538.00	98,555.50

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.

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

JUSTICE OF THE PEACE

AUSTIN TOWNSHIP - CRIMINAL ACCOUNT

P.O. BOX 100

AUSTIN, NV 89310

000964

DATE 5-01-12

94-7074/3212

PAY
TO THE
ORDER OF

Anderson County Treasurer

\$ 9,538.⁰⁰/₁₀₀

Nine thousand five hundred thirty-eight dollars & ⁰⁰/₁₀₀

DOLLARS

WELLS FARGO BANK, N.A.
NEVADA

MEMO April fine fee collected

VOID AFTER 90 DAYS

R. L. Latt

⑈000964⑈ ⑆321270742⑆ 0404029175⑈

JB - 828938

SUPERIOR PRESS • 888-560-7698

FINES & FORFEITS MONTH OF APRIL 2012

FILED
Disbursed Total

2012 APR 30 PM 4:22
28,652.00
SALE 1657.00
DIST. COURT CLERK 150
314.00

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	of Cases
6H AA FEE - STATE (AOC)	LANDER COUNTY TREASURER	N/A	N/A	848.00	30
6H AA FEE - JUSTICE	LANDER COUNTY TREASURER	N/A	N/A	68.00	0
6H AA FEE - JUVENILE	LANDER COUNTY TREASURER	N/A	N/A	200.00	1
6H AA FEE - STATE (GENERAL)	LANDER COUNTY TREASURER	N/A	N/A	7,368.00	31
6H BAIL/BOND PROCESSING FEE BOND	LANDER COUNTY TREASURER	N/A	N/A	1,570.00	149
FEES	LANDER COUNTY TREASURER	N/A	N/A	290.00	29
6H CIVIL FEES	LANDER COUNTY TREASURER	N/A	N/A	10.00	0
6H FACSIMILE FEES	LANDER COUNTY TREASURER	N/A	N/A	120.00	2
6H FINE - STATE OF NEVADA	LANDER COUNTY TREASURER	N/A	N/A	29.00	29
6H COUNTY FINES/FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	1,092.00	148
6H FACILITY ASSESSMENT FEE	LANDER COUNTY TREASURER	N/A	N/A	8,977.00	127
6H LC98-3 OTHER	LANDER COUNTY TREASURER	N/A	N/A	120.00	6
6H MARRIAGE FEE - STATE	LANDER COUNTY TREASURER	N/A	N/A		
6H SUBSTANCE ABUSE FEE (CHEMICAL FEE)	LANDER COUNTY TREASURER	N/A	N/A		
6H NRS 4.065 (SB#62)	LANDER COUNTY TREASURER	N/A	N/A		
6H SPECIALTY COURT FEE (MISD)	LANDER COUNTY TREASURER	N/A	N/A		
6H STATE FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A		
6H BOND FILING FEE VICTIMS OF CRIME	LANDER COUNTY TREASURER	N/A	N/A		

*** End of Report ***

STATE OF NEVADA
COUNTY OF LANDER

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

Subscribed and sworn to before me this 30TH day of APRIL, 2012.

Max W. Bunch
Justice of the Peace

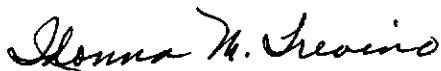
Lander County Recorder

Idonna M. Trevino
315 South Humboldt Street
Battle Mountain, NV 89820

MONTHLY REPORT

The following fees were collected for the period of APR 1, 2012 through APR 30, 2012.

<u>ACCOUNT</u>	<u>AMOUNT</u>
RECORDINGS	\$1,894.00
NON STD DOC FEE	\$475.00
OUTSTANDING RCD	\$0.00
OVERPYMT KEPT	\$4.00
OVERPYMT VOUCHER	\$25.00
AB 6 NOD FORECLOSURE MEDIATION FUND	\$0.00
AB 6 NOD BUDGET SHORTFALL	\$0.00
AB 259 NOD INDIGENT	\$0.00
REAL PROPERTY TRANSFER TAX (General)	\$1,651.11
REAL PROPERTY TRANSFER TAX (State .10)	\$300.20
REAL PROPERTY TRANSFER TAX (State 1.30)	\$3,902.60
COPY WORK	\$447.75
SB 14 DOMESTIC VIOLENCE FUND	\$15.00
POSTAGE	\$0.00
TECHNOLOGY FEE	\$417.00
FOSTER CARE (State)	\$139.00
DEPARTMENT OF MINERALS (State)	\$391.00
AB 6 AFFIDAVIT CLAIMS HELD	\$0.00
MAPS	\$675.00
TOTAL AMOUNT REMITTED TO TREASURER:	\$10,336.66



Idonna M Trevino

Recorder
5/2/2012

Lander County Recorder
Idonna M. Trevino
315 South Humboldt Street
Battle Mountain, NV 89820

FILED

2012 APR -6 PM 12: 08

MONTHLY REPORT

The following fees were collected for the period of MAR 1, 2012 through MAR 31, 2012. ^{SADIE SULLIVAN}
~~0037~~ COURT CLERK

<u>ACCOUNT</u>	<u>AMOUNT</u>
RECORDINGS	\$1,544.00
NON STD DOC FEE	\$475.00
OUTSTANDING RCD	\$0.00
OVERPYMT KEPT	\$4.00
OVERPYMT VOUCHER	\$0.00
AB 6 NOD FORECLOSURE MEDIATION FUND	\$0.00
AB 6 NOD BUDGET SHORTFALL	\$0.00
AB 259 NOD INDIGENT	\$0.00
REAL PROPERTY TRANSFER TAX (General)	\$1,472.90
REAL PROPERTY TRANSFER TAX (State .10)	\$267.80
REAL PROPERTY TRANSFER TAX (State 1.30)	\$3,481.40
COPY WORK	\$551.20
SB 14 DOMESTIC VIOLENCE FUND	\$0.00
POSTAGE	\$0.00
TECHNOLOGY FEE	\$354.00
FOSTER CARE (State)	\$118.00
DEPARTMENT OF MINERALS (State)	\$161.50
AB 6 AFFIDAVIT CLAIMS HELD	\$0.00
MAPS	\$1,530.00
TOTAL AMOUNT REMITTED TO TREASURER:	\$9,959.80

Idonna M. Trevino

Idonna M Trevino
Recorder
4/3/2012

REPORTING MONTH OF April 2012

FUND #300-TECHNOLOGY FEES

RECORDER

BEGINNING BALANCE-April 2012	\$16,800.93
REVENUE	\$417.00
Expenditures	-
Interest	\$1.79
ENDING BALANCE-April 2012	\$17,219.72

ASSESSOR

BEGINNING BALANCE-April 2012	\$2,071,123.80
REVENUE	\$29,951.60
EXPENDITURES	(12,315.50)
Refund	-
Interest	\$138.68
ENDING BALANCE-April 2012	\$2,088,898.58

CLERK

BEGINNING BALANCE April 2012	\$27.47
REVENUE	\$0.00
EXPENDITURES	\$0.00
Interest	\$0.01
ENDING BALANCE-April 2012	\$27.48

TOTALS

April 2012 Beginning Balance	\$2,087,952.20
Recorder	\$418.79
Assessor	\$17,774.78
CLERK	\$0.01
April 2012 Ending Balance	\$2,106,145.78


Lander County Treasurer/Grace Powrie

RECEIVED

MAY 07 2012

LANDER CO. CLERK

300 TECHNOLOGY FEES
PERIOD ENDING 4/30/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	%
REVENUES					
32221 RECORDER TECH FEES	6,500.00	417.00	6,048.00	452.00	93
32223 ASSESSOR TECH FEES	.00	29,951.60	273,730.56	273,730.56-	0
32224 DIST COURT TECH FEES	.00	.00	.00	.00	0
38007 INTEREST-RECORDER	170.00	1.79	17.51	152.49	10
38009 INTEREST-ASSESSOR	2,295.00	138.68	1,449.16	845.84	63
38013 INTEREST-DIST. COURT	.00	.01	.09	.09-	0
38046 ASSESR TECH NET PRO	.00	.00	.00	.00	0
38080 MISCELLANEOUS REVENU	.00	.00	.00	.00	0
TOTAL REVENUES	8,965.00	30,509.08	281,245.32	272,280.32-	3,137
EXPENDITURES					
067 RECORDER					
53920 SERVICE AND SUPPLIES	14,000.00	.00	9,649.95	4,350.05	68
53991 MINOR EQUIP/FURNITUR	2,000.00	.00	.00	2,000.00	0
59950 MISCELLANEOUS	500.00	.00	.00	500.00	0
TOTAL RECORDER	16,500.00	.00	9,649.95	6,850.05	58
068 ASSESSOR					
53920 SERVICE AND SUPPLIES	100,000.00	2,331.25	20,692.24	79,307.76	20
53991 MINOR EQUIP/FURNITUR	300,000.00	9,399.50	36,536.99	263,463.01	12
54010 NEW FIXED ASSETS	300,000.00	.00	66,617.80	233,382.20	22
59045 TRANS OF REVENUES	.00	.00	.00	.00	0
TOTAL ASSESSOR	700,000.00	11,730.75	123,847.03	576,152.97	17
069 DISTRICT COURT					
53920 SERVICE AND SUPPLIES	25.00	.00	.00	25.00	0
53991 MINOR EQUIP/FURNITUR	.00	.00	.00	.00	0
TOTAL DISTRICT COURT	25.00	.00	.00	25.00	0
TOTAL EXPENDITURES	716,525.00	11,730.75	133,496.98	583,028.02	18
NET REV & EXPENDITURE	707,560.00-	18,778.33	147,748.34	855,308.34-	20-
	=====	=====	=====	=====	=====

Run: 05/01/12 15:12:02

TREASURER'S ACCOUNTING LEDGER

FOR ACCOUNTS: 000 THRU 999 - 4/01/12 THRU 4/30/12

Rept No.	Receipt Description	Act	TP	Date	Debit Amount	Credit Amount	Balance	PBA No.
ACCOUNT-300	TECHNOLOGY FEES			TYPE- FUND				
					Beginning Balance		2,087,952.20	
48148	WEEK ENDING 04-06-12	300	CR	04/09/12		99.00	2,088,051.20	300-000-32221-000-RECORDER-TECH-FE
4122	COMM BILLS 04-12-12	300	DS	04/12/12	9,047.74		2,079,003.46	300-000-00000-000
48164	2010-11 NET PRCDs TRUE-UP	300	CR	04/12/12		29,872.83	2,108,876.29	300-000-32223-000 ASSESSOR TECH FEI
48171	WEEK ENDING 04-13-12	300	CR	04/16/12		207.00	2,109,083.29	300-000-32221-000-RECORDER-TECH-FE
48214	WEEK ENDING 04-20-12	300	CR	04/23/12		36.00	2,109,119.29	300-000-32221-000 RECORDER TECH FEI
4262	COMM BILLS 04-26-12	300	DS	04/26/12	3,267.76		2,105,851.53	300-000-00000-000
48256	2009-10 REAL PROP	300	CR	04/30/12		17.00	2,105,851.70	300-000-32223-000-ASSESSOR-TECH-FE
48257	2010-11 REAL PROP	300	CR	04/30/12		5.71	2,105,857.41	300-000-32223-000 ASSESSOR TECH FEI
48258	2011-12 REAL PROP	300	CR	04/30/12		44.22	2,105,901.63	300-000-32223-000 ASSESSOR TECH FEI
48259	2008-09 PERS PROP	300	CR	04/30/12		2.91	2,105,904.54	300-000-32223-000-ASSESSOR-TECH-FE
48260	2009-10 PERS PROP	300	CR	04/30/12		2.84	2,105,907.38	300-000-32223-000 ASSESSOR TECH FEI
48261	2010-11 PERS PROP	300	CR	04/30/12		4.90	2,105,912.28	300-000-32223-000 ASSESSOR TECH FEI
48262	2011-12 PERS PROP	300	CR	04/30/12		18.02	2,105,930.30	300-000-32223-000-ASSESSOR-TECH-FE
48269	WF INVEST ACCT MAR'12	300	CR	04/30/12		1.79	2,105,932.09	300-000-38007-000 INTEREST-RECORDER
48269	WF INVEST ACCT MAR'12	300	CR	04/30/12		138.68	2,106,070.77	300-000-38009-000 INTEREST-ASSESSOR
48269	WF INVEST ACCT MAR'12	300	CR	04/30/12		.01	2,106,070.78	300-000-38013-000-INTEREST-DIST. CI
48273	WEEK ENDING 04-30-12	300	CR	04/30/12		75.00	2,106,145.78	300-000-32221-000 RECORDER TECH FEI

12,315.50 30,509.08

ACCOUNT-300 TECHNOLOGY FEES ENDING BALANCE 2,106,145.78