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

May 24, 2018

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

Also Via Teleconference At

AUSTIN COURTHOUSE COMMISSION OFFICE 122 MAIN STREET AUSTIN, NEVADA

9:00 A.M

Call to Order Pledge of Allegiance A Moment of Silence

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

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

CONSENT AGENDA

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

- *(1) Approval of Agenda Notice May 24, 2018
- *(2) Approval of April 26, 2018 Meeting Minutes
- *(3) Approval of May 10, 2018 Meeting Minutes
- *(4) Approval of the Payment of Bills
- *(5) Approval of Payroll Change Requests

Page 1 of 6

"Lander County is an Equal Opportunity Provider"

COMMISSIONERS

*(1) Discussion and possible action to approve/disapprove the appointment of Billy Gandolfo to the Austin Township Justice of the Peace with term ending 01-06-2019, and also to look into judicial training, and all other matters properly related thereto.

Public Comment

*(2) Discussion and possible action to approve/disapprove the job description for the Lander County Community Health Nurse and the job description for the appointment of a County Health Officer being a two-year term, and all other matters properly related thereto.

Public Comment

*(3) Discussion and possible action to approve/disapprove an official offer of employment to Abby Burkhart, the current State of Nevada Health Nurse, for the position of the Lander County Community Health Nurse and the possible appointment of Abby Burkhart as the County Health Officer, pursuant to LCC Chapter 2.20. The current State of Nevada Community Health Nurse program will be absorbed by Lander County July 1, 2018, and all other matters properly related thereto.

Public Comment

*(4) Discussion and possible action regarding the Lander County Emergency Medical Services (EMS) Contract and the future terms and conditions, and all other matters properly related thereto.

Public Comment

*(5) Discussion and possible action regarding the purchase of land and existing 3840 square foot hanger, APN 003-092-24 191 aka 101 Toiyabe Street (consisting of 1.34 acres), at the Kingston Airport in an amount not to exceed \$40,000.00 to be utilized by the Town of Kingston Volunteer Fire Department for a new fire station, and all other matters properly related thereto.

Public Comment

*(6) Discussion and possible action to approve/disapprove the Lease Agreement between Desmond and Mary Skeath and Lander County for the building located at 88 Main Street, Austin, Nevada, (Austin Library) for \$350.00 per month, and all other matters properly related thereto.

Page 2 of 6

Public Comment

*(7) Discussion and possible action to approve/disapprove the Maintenance and Cleaning Agreement between Dessie Skeath dba Dessie Skeath Lawn & Parks and Lander County for properties in Austin that are owned and operated by Lander County, and all other matters properly related thereto.

Public Comment

*(8) Discussion and possible action regarding the agreement between Lander County and LP Insurance for insurance broker services, to continue the current agreement for another year, or to begin the process of searching for another broker service, and all other matters properly related thereto.

Public Comment

BUILDING

*(9) Update from the Building Official, and all other matters properly related thereto.

Public Comment

- *(10) Discussion and possible action to approve/disapprove action by the Building Official to enforce the removal of the RV on APN 001-066-03 located at 55 Overland Street, Austin, Nevada owned by David Moore. This property was denied a variance on March 9, 2016 due to the following violations:
 - a) Section 105.1: Permits Required;
 - b) Section 108.4: Work commencing before permit issuance;
 - c) Section 109.2: Preliminary inspection;
 - d) Lander County Codes 15.24.030 and 17.08.020(C)(2), which states that the property is not zoned to allow the use of an RV as living quarters;

and all other matters properly related thereto.

Public Comment

PLANNING

*(11) Discussion and possible action to review and approve/disapprove the proposed land transfers of Federal lands to be withdrawn and conveyed to Lander County for the Public Lands Bill, and all other matters properly related thereto.

Page 3 of 6

Public Comment

*(12) Discussion and possible action to approve/disapprove the merger and re-subdivision parcel map for APN 002-431-01 and APN 002-431-02, merging 101 Manhattan Drive with 103 Manhattan Drive, Battle Mountain, Nevada, combining two (2) parcels into one (1) parceling totaling .41 acre on property zoned R-1, and all other matters properly related thereto.

Public Comment

RECESS THE BOARD OF LANDER COUNTY COMMISSIONERS AND CONVENE THE MEETING OF THE LANDER COUNTY LIQUOR BOARD COMPOSED OF THE LANDER COUNTY BOARD OF COMMISSIONERS AND THE LANDER COUNTY SHERIFF

*(13) Discussion and possible action to approve/disapprove the Liquor License to Chad and Candace Kelly for the Miles End Lodge Bed & Breakfast in Kingston, Nevada, and all other matters properly related thereto.

Public Comment

ADJOURN THE MEETING OF THE LANDER COUNTY LIQUOR BOARD AND RECONVENE THE MEETING OF THE LANDER COUNTY BOARD OF COMMISSIONERS

*(14) Update from the Lander County Recreation Supervisor, and all other matters properly related thereto.

Public Comment

- *(15) Discussion and possible action to hire a Lander County Human Resource Director after deliberation of the recommendations from the Human Resources Interview Committee, the possible selection to include:
 - a) Matthew Gould;
 - b) Pamela Kostelnik;

and all other matters properly related thereto.

Public Comment

LANDER COUNTY BOARD OF COMMISSIONERS CLOSED SESSION

Page 4 of 6

*(16) Discussion only regarding the Employee #381, Tamara Dimitroff, to consider her character, professional competence, alleged misconduct, or physical or mental health. The Board will go to a closed session to discuss health and medical issues only of Ms. Dimitroff as required under NRS 241.030, 241.031 and 241.033. Before closing the meeting the Commission must approve a member's motion to close the meeting which specifies the nature of the business to be considered and the statutory authority on which the meeting will be closed.

Public Comment

RECONVENE LANDER COUNTY BOARD OF COMMISSIONERS SESSION

*(17) Discussion and possible action on the Operating Engineers 3 request on behalf of Employee #381, Tamara Dimitroff. This request is to approve already used 71.5 hours of used sick and/or annual leave due to an injury incurred at work to be re-credited back to employee, and further requests the County to cover medical benefits (which includes vision & dental), PERS Retirement and Life Insurance while the employee is out on medical leave for same injury; and all other matters properly related thereto.

Public Comment

FINANCE

*(18) Discussion and possible action to approve/disapprove the final budget for FY 2018/2019 for submission to the State of Nevada Department of Taxation, and all other matters properly related thereto.

Public Comment

***CORRESPONDENCE**

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

Public Comment

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

ADJOURN

Page 5 of 6

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

NOTE: TIMES ARE APPROXIMATE

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

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

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

AFFIDAVIT OF POSTING State of Nevada)) ss County of Lander)

Keith Westengard, Lander County Executive Director of said Lander County, Nevada, being duly sworn. says, that on the 18th day of May, 2018, he posted a notice, of which the attached is a copy, at the following places: I) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse, 4) Swackhamer's Plaza Bulletin Board, 5) Kingston Community Hall Bulletin Board, and 6) Austin Courthouse in said Lander County, where proceedings are pending.

Keith Westengard, Lander County Executive Director

Koal Ulte

Subscribed and sworn to before me this 18th day of May, 2018.

Witness fille fuller

Name of Agenda: Lander County Board of Commissioners

Date of Meeting: May 24, 2018

"Lander County is an Equal Opportunity Provider"

Keith Westengard Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

May 24, 2018

APPROVE

Check #106727

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Executive Director

ABACUS DATA SYSTEMS, INC.

DATE	INVOICE	AMOUNT		REMARKS
5/11/18 5/11/18	34462259 34463125	356.00 4,272.00	3/27/18 3/30/18	VIP ACTIVATION 5 USER TECH FEES
	CHECK NO	106727 \$4,62	8.00 **	
COTTAT			7,1377	No. 100707
50 State Route Battle Mountai (775) 635-2573	in, NV 89820	WELLS FARM battle mountain GENERAL AC	, NV 89820	No. 106727 94-70 321 VOID IF NOT CASHED
50 State Route Battle Mountai	9 305 in, NV 89820	BATTLE MOUNTAIN	, NV 89820	<u>94-70</u> 321
50 State Route Battle Mountai (775) 635-2573 PAY TO THE ORDER OF	9 305 in, NV 89820	BATTLE MOUNTAIN GENERAL AC	, NV 89820 CCOUNT	94-70 321 VOID IF NOT CASHED WITHIN 90 DAYS
50 State Route Battle Mountai (775) 635-2573 PAY TO THE ORDER OF ABACUS DAT.	9 305 in, NV 89820	BATTLE MOUNTAIN GENERAL AC DATE 05/11/18 **VOID**	, NV 89820 CCOUNT снеск NO: 106727	94-70 321 VOID IF NOT CASHED WITHIN 90 DAYS AMOUNT \$4,628.00
50 State Route Battle Mountali (775) 635-2573 PAY TO THE ORDER OF ABACUS DAT. ***VOID* ABACUS DAT.	305 n, NV 89820 A SYSTEMS, INC.	BATTLE MOUNTAIN GENERAL AC DATE 05/11/18 **VOID**	, NV 89820 CCOUNT снеск NO: 106727	94-70 321 VOID IF NOT CASHED WITHIN 90 DAYS AMOUNT \$4,628.00

May 24, 2018

APPROVE

Check #106728

Keil Wer

Executive Director

ALICE TRAINING INSTITUTE DATE INVOICE AMOUNT REMARKS 05/11/18 30129 5/2/18 INSTRUCTOR TRNG 1,190.00 CHECK NO 106728 \$1,190.00 ** No. 106728 WELLS FARGO BANK COUNTY OF LANDER 50 State Route 305 BATTLE MOUNTAIN, NV 89820 94-7074 Battle Mountain, NV 89820 **GENERAL ACCOUNT** 3212 (775) 635-2573 VOID IF NOT CASHED WITHIN 90 DAYS PAY TO THE ORDER OF AMOUNT ALICE TRAINING INSTITUTE 05/11/18 106728 \$1,190.00 **VOID** **VOID** **VOID** ***VOID*******1,190DOLLARS AND00CENTS*** ALICE TRAINING INSTITUTE 3593 MEDINA ROAD #320 MEDINA OH 44256 NON-NEGOTIABLE

Keith Westengard Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

May 24, 2018

APPROVE

Check #106729

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Executive Director

AMAZON CAPITAL SERVICES

DATE	INVOICE	AMOUNT		REMARKS	
05/11/18 05/11/18 05/11/18 05/11/18 05/11/18 05/11/18	1FVQ-T7XD-PXY3 1LYG-FJ9G-YY9W 1TLC-9DFF-CLFH 1437-TK3F-JCRH 1437-TK3F-79KL 194V-D9D1-6FV6	560.80 44.97 497.46 129.96 931.93 28.00	5/2/18 SRO H	EO SYSTM SPLYS R MATS QUIPMENT	
	CHECK NO 1067	29 \$2,193.	12 ** .		
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COUN 50 State Route Battle Mountal (775) 635-2573 PAY TO THE ORDER OF	in, NV 89820 1	WELLS FARGE BA BATTLE MOUNTAIN, NY GENERAL ACC	v 89820 OUNT	VOID IF NOT CASHED WITHIN 90 DAYS	4-7074 3212
50 State Route Battle Mountal (775) 635-2573 PAY TO THE ORDER OF	9 305 in, NV 89820 8	BATTLE MOUNTAIN, N	v 89820 ;OUNT	9 VOID IF NOT CASHED	
50 State Route Battle Mountai (775) 635-2573 PAY TO THE ORDER OF AMAZON CAE ***VOID:	9 305 In, NV 89820 F PITAL SERVICES *********2,193DOLLARS AND12CEN PITAL SERVICES	BATTLE MOUNTAIN, NY GENERAL ACC DATE 05/11/18 **VOID**	V 89820 COUNT снеск но. 106729	9 VOID IF NOT CASHED WITHIN 90 DAYS AMOUNT \$2,193.12	

## May 24, 2018

## APPROVE

# **Check #106737**

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**Executive Director** 

#### COUNTY OF LANDER DBT TRANSPORTATION SERVICES, LLC DATE INVOICE AMOUNT REMARKS 05/11/18 3401 4,004.13 4/1/18 APRIL-JUNE 2018 CHECK NO 106737 \$4,004.13 * * No. 106737 WELLS FARGO BANK COUNTY OF LANDER 50 State Route 305 BATTLE MOUNTAIN, NV 89820 Battle Mountain, NV 89820 94-7074 **GENERAL ACCOUNT** 3212 (775) 635-2573 VOID IF NOT CASHED WITHIN 90 DAYS PAY TO THE ORDER OF CHECK NO. AMOUNT DBT TRANSPORTATION 05/11/18 106737 \$4,004.13 **VOID** **VOID** **VOID** ***VOID********4,004DOLLARS AND13CENTS*** DBT TRANSPORTATION SERVICES, LLC 2655 CRESCENT DR. STE A1 LAFAYETTE CO 80026 NON-NEGOTIABLE

## May 24, 2018

## **APPROVE**

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**Executive Director** 

#### MATTHEW GOULD DATE INVOICE AMOUNT REMARKS 05/11/18 05/11/18 ADVANCE FOOD 5/21/18 HR INTERVIEW 5/21/18 HR INTERVIEW 35.00 ADVANCE FUEL 504.60 CHECK NO 106739 \$539.60 * * No. 106739 WELLS FARGO BANK COUNTY OF LANDER 50 State Route 305 BATTLE MOUNTAIN, NV 89820 <u>94-7074</u> 3212 Battle Mountain, NV 89820 **GENERAL ACCOUNT** (775) 635-2573 VOID IF NOT CASHED WITHIN 90 DAYS PAY TO THE ORDER OF MATTHEW GOULD 05/11/18 **VOID** 106739 \$539.60 **VOID** **VOID** ***VOID**********539DOLLARS AND60CENTS*** MATTHEW GOULD 280 N 300 E, SUITE 345 ESCALANTE UT 84726 NON-NEGOTIABI F

## May 24, 2018

## **APPROVE**

# **Check #106746**

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Executive Director/

DATE	INVOICE	AM	IOUNT		REMARKS
5/11/18	ADVANCE FOOD		115.00	5/18-20/18	LIFEGUARD TRNG
	CHECK	NO 106746	\$115.	00 **	
	'Y OF LANDER	WEI	LS FARGO BAN	K No	.106746
50 State Route : Battle Mountain (775) 635-2573	Y OF LANDER	WEI battle GENE	IS FARE BAN mountain, nv e RAL ACCC	K No 19820 DUNT	. 106746 94-70 3212 VOID IF NOT CASHED WITHIN 90 DAYS
COUNT 50 State Route 3 Battle Mountain (775) 635-2573 PAY TO THE ORDER OF DANIELLE	<b>'Y OF LANDER</b> 305 , NV 89820	BATTLE GENE	LS FARGO BAN Mountain, ny e	K No 19820 DUNT	<u>94-70'</u> 3212 VOID IE NOT CASHED
50 State Route : Battle Mountain (775) 635-2573 PAY TO THE ORDER OF DANIELLE :	Y OF LANDER	BATTLE GENE	IS FARM BAN MOUNTAIN, NV E RAL ACCC DATE /11/18	К NO 19820 2UNT снеск NO. 106746	94-70 3212 WOID IF NOT CASHED WITHIN 90 DAYS AMOUNT \$115.00

Keith Westengard Lander County Executive Director

### LANDER COUNTY COMMISSION MEETING

## May 24, 2018

### **APPROVE**

# Check #106753

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**Executive Director** 

DATE	INVOICE		AMOUNT		REMARKS
05/11/18 05/11/18	1037292 1037521		1,808.30 254.55	4/18/18 UNI 4/24/18 UNI	
	CHECK N Y OF LANDER		\$2,062 WELLS FARGO BA	NK No.	106753
COUNT 50 State Route 30 Battle Mountain, (775) 635-2573	Y OF LANDER	BAT		WK No. ⁸⁹⁸²⁰ ЭИМТ	<u>94-7</u> 32
50 State Route 3 Battle Mountain,	Y OF LANDER	BAT	WELLIS FARGO BA	<u>Ж</u> No. ⁸⁹⁸²⁰ ЭUNТ	94-7 32 OID IF NOT CASHED WITHIN 90 DAYS
50 State Route 3 Battle Mountain, (775) 635-2573 Pay TO THE ORDER OF	Y OF LANDER	BAT	WELLS FARGO BA TLE MOUNTAIN, NV NERAL ACCO	WK No. ⁸⁹⁸²⁰ ЭИМТ	94-7 32 'OID IF NOT CASHED
50 State Route 3 Battle Mountain, (775) 635-2573 PAY TO THE ORDER OF POINT S BA	Y OF LANDER NV 89820	BAT GEI	WELLS FARGO BA TLE MOUNTAIN, NV NERAL ACCO date 05/11/18	К. NO. ⁸⁹⁸²⁰ DUNT снеск NO. 106753	94-7 32 OID IF NOT CASHED WITHIN 90 DAYS AMOUNT \$2,062.85
50 State Route 3 Battle Mountain, (775) 635-2573 PAY TO THE ORDER OF POINT S BA ***VOID* POINT S BA	Y OF LANDER ⁰⁵ NV 89820 TTLE MTN TIRE &	BAT GEI	WELLS FARGO BA TLE MOUNTAIN, NV NERAL ACCO date 05/11/18	К. NO. ⁸⁹⁸²⁰ DUNT снеск NO. 106753	94-7 32 OID IF NOT CASHED WITHIN 90 DAYS AMOUNT \$2,062.85

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## May 24, 2018

## APPROVE

# **Check #106760**

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**Executive Director** 

DATE	INVOICE	AMOUNT		REMARKS
5/11/18	4/30/18-5/4/18	663.20	ELECTION PRO	JECT
	CHECK NO 1	106760 \$663	8.20 **	
COUNT	Y OF LANDER	WELLS FARGO B	NK No.	106760
<b>COUNT</b> 50 State Route 3 Battle Mountain (775) 635-2573		WELLS FARGO B battle mountain, n GENERAL ACC	V 89820 COUNT	106760 94-7 32 DID IF NOT CASHED WITHIN 90 DAYS
Battle Mountain (775) 635-2573 PAY TO THE OPDER OF	305	BATTLE MOUNTAIN, N	V 89820 COUNT	<u>94-7</u> 32
Battle Mountain (775) 635-2573 PAY TO THE OPDER OF ELIZABETH ***VOID	305 , NV 89820 ANN TANNER **********663DOLLARS AND20	BATTLE MOUNTAIN, N GENERAL ACC DATE 05/11/18 **VOID**	V 89820 COUNT снеск no. 106760	94-7 32 DID IF NOT CASHED WITHIN 90 DAYS AMOUNT \$663.20
Battle Mountain (775) 635-2573 PAY TO THE OPDER OF ELIZABETH ***VOID	305 , NV 89820 ANN TANNER ***********663DOLLARS AND20 ANN TANNER	BATTLE MOUNTAIN, N GENERAL ACC DATE 05/11/18 **VOID**	V 89820 COUNT снеск no. 106760	94-7 32 DID IF NOT CASHED WITHIN 90 DAYS AMOUNT \$663.20

# May 24, 2018

## APPROVE

# **Check #106762**

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**Executive Director** 

TKO COUNSELI	NG SERVICES			
DATE	INVOICE	AMOUNT		REMARKS
05/11/18	98892	100.00	4/17/18 EVAL	UATION
	CHECK NO 1	06762 \$100.0	00 **	
<b>COUNT</b> 50 State Route 30 Battle Mountain, (775) 635-2573		WELLS FARED BANK BATTLE MOUNTAIN, NV 88 GENERAL ACCOM	⁸²⁰ JNT	106762 <u>94-7074</u> 3212
PAY TO THE ORDER OF		DATE	CHECK NO.	D IF NOT CASHED
TKO COUNSE	ELING SERVICES	05/11/18 **VOID**	106762 **VOID**	AMOUNT \$100.00 **VOID**
***VOID	**************************************	CENTS***	and the second s	
TKO COUNSE 145 W THIF	ELING SERVICES RD STREET		- 1.0	40
BATTLE MOU	NTAIN NV 89820		NON-NEGO	TIABLE
			NON-NEGC	TIABLE

Keith Westengard Lander County Executive Director

### LANDER COUNTY COMMISSION MEETING

### May 24, 2018

### **APPROVE**

# **Check #106765**

**Executive Director** 

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DATE	INVOICE		AMOUNT		REMARKS
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5/11/18 5/11/18	8433/9928 8433/9944		107.20 1,425.12	5/2/18 WAITS 5/2/18 RAMOS	3, PATSY 5, BARTOLO
	Cł	HECK NO 106765	\$4,998.	54 **	
COUNTY 50 State Route 305 Battle Mountain, NY (775) 635-2573			WELLS FARM BAN BATTLE MOUNTAIN, NV E BENERAL ACCC	39820 )UNT	106765 <u>94-70</u> 321 DID IF NOT, CASHED WITHIN 90 DAYS
50 State Route 305 Battle Mountain, N (775) 635-2573	V 89820		BATTLE MOUNTAIN, NV 8	39820 )UNT	94-70 321 DID IF NOT CASHED
50 State Route 305 Battle Mountain, NY (775) 635-2573 PAY TO THE ORDER OF WELLS FARGO ***VOID**	V 89820 PAYMENT *******4,998DOI	LARS AND54CENTS**	BATTLE MOUNTAIN, NV E BENERAL ACCC DATE 05/11/18 **VOID*	39820 DUNT снеск NO. 106765	94-70 321 DID IF NOT CASHED WITHIN 90 DAYS AMOUNT \$4,998.54
50 State Route 305 Battle Mountain, NY (775) 635-2573 PAY TO THE ORDER OF WELLS FARGO	V 89820 PAYMENT *** * * * * * 4 , 998DOI PAYMENT	G	BATTLE MOUNTAIN, NV E BENERAL ACCC DATE 05/11/18 **VOID*	39820 DUNT снеск NO. 106765	94-70 321 DID IF NOT CASHED WITHIN 90 DAYS AMOUNT \$4,998.54

## May 24, 2018

## **APPROVE**

# **Check #106768**

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**Executive Director** 

inder der Finder and	INVOICE	AMOUNT		REMARKS
5/11/18	1805010012	100.00	5/1/18 AUSTI	IN EMS RUN
	CHECK NO 10	\$100.0	0 **	
COUNT	Y OF LANDER	WELLS FARGO BANK	No	106768
Battle Mountain,		BATTLE MOUNTAIN, NV 89 GENERAL ACCOU	820 JNT	<u>94-7074</u> 3212
Battle Mountain, (775) 635-2573		BATTLE MOUNTAIN, NV 89 GENERAL ACCOU	820 JNT vo	94-7074 3212 ID IF NOT CASHED WITHIN 90 DAYS
Battle Mountain, (775) 635-2573	, NV 89820	BATTLE MOUNTAIN, NV 89 GENERAL ACCOU	⁸²⁰ JNT vo	94-7074 3212
Battle Mountain, (775) 635-2573 PAY TO THE ORDER OF PATRICIA Y	, NV 89820	BATTLE MOUNTAIN, NV 89 GENERAL ACCOU DATE 05/11/18 **VOID**	820 JNT Снеск NO. 106768	94-7074 3212 ID IF NOT CASHED WITHIN 90 DAYS AMOUNT \$100.00
	, NV 89820 YOUNG **********100DOLLARS AND00C YOUNG	BATTLE MOUNTAIN, NV 89 GENERAL ACCOU DATE 05/11/18 **VOID**	820 JNT Снеск NO. 106768	94-7074 3212 ID IF NOT CASHED WITHIN 90 DAYS AMOUNT \$100.00
Battle Mountain, (775) 635-2573 PAY TO THE ORDER OF PATRICIA Y ***VOID PATRICIA Y	, NV 89820 YOUNG **********100DOLLARS AND00C YOUNG	BATTLE MOUNTAIN, NV 89 GENERAL ACCOU DATE 05/11/18 **VOID**	820 JNT Снеск NO. 106768	94-7074 3212 ID IF NOT CASHED WITHIN 90 DAYS AMOUNT \$100.00 **VOID**

# LANDER COUNTY COMMISSIONERS MEETING 5/24/2018

Agenda Item Number __1__

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

Discussion and possible action to approve/disapprove the appointment of Billy Gandolfo to the Austin Township Justice of the Peace with term ending 01-06-2019, and also to look into judicial training, and all other matters properly related thereto.

Public Comment:

Background: attached

Recommended Action:

### STATE OF NEVADA JUDICIAL EDUCATION REQUIREMENT

SCOPE	REQUIRED TRAINING	TIME TO FULFILL REQUIRED TRAINING	STATUE OR ORDER
Supreme Court Justice	National Judicial College (NJC)	Within 24 months of election or appointment. This does	S.C. Order filed 10/2/97;
	"Ethics, Fairness, and Security in	not apply to individuals who hold one of the enumerated	S.C. Order filed 12/8/99
	Your Courtroom and	judicial offices at the time of the original order, dated	
	Community" course (4 days)	10/2/97.	
District Court Judge –	NJC "General Jurisdiction"	Within 12 months after taking office.	NRS 3.027, Section 1.(a)
General Jurisdiction Only	course (2-week course)	10 f5	
	NJC "Ethics, Fairness, and	Within 24 months of election or appointment. This does	S.C. Order filed 10/2/97;
	Security in Your Courtroom and	not apply to individuals who hold one of the enumerated	S.C. Order filed 12/8/99
	Community" course (4 days)	judicial offices at the time of the original order, dated $10/2/97$ .	
Family Court Judge	National Council of Juvenile and	Within 12 months after taking office.	NRS 3.028, Section 11.
Second & Eighth Judicial	Family Court Judges (NCJFCJ)		
District)	"Institute for New Juvenile &		
	Family Court Judges" (4.5 days)		
	NJC "General Jurisdiction"	Within 24 months after taking office.	NRS 3.027, Section 1.(b)
	Course (2-week course)		
District Court Judge with	NJC "General Jurisdiction"	Within 12 months after taking office.	NRS 3.027, Section 1.(a)
concurrent	course (2-week course)		
General/Family			
Jurisdiction			
(all District Court Judges			
outside Second & Eighth			
Judicial Districts)			
	NCJFCJ "Institute for New	Within 24 months after taking office.	NRS 3.028, Section 2.
	Juvenile and Family Court		(19)
	Judges" course (4.5 days)		
	NJC "Ethics, Fairness, and	Within 24 months of election or appointment. This does	S.C. Order filed 10/2/97;
	Security in Your Courtroom and	not apply to individuals who hold one of the enumerated	S.C. Order filed 12/8/99
	Community" course (4 days)	judicial offices at the time of the original order, dated	
		10/2/97.	
Justice of the Peace	NJC "Special Court Jurisdiction"	Must attend first offering after election or appointment or	NRS 4.035, Section 1.;
	for non-law trained judges; or,	seek deferral. Failure to attend, or failure to obtain a	NRS 4.036
	NJC "Special Court Jurisdiction:	written order from a district court judge in and for the	×
8	Advanced" for law-trained judges	county to defer taking the course, will result in forfeiture	
	(2-week course)	of office, pursuant to NRS 4.036.	
	NJC "Ethics, Fairness, and	Within 24 month of election or appointment. This does	S.C. Order filed 10/2/97;
	Security in Your Courtroom and	not apply to individuals who hold one of the enumerated	S.C. Order filed 12/8/99
	Community" course (4 days)	judicial offices at the time of the original order, dated $10/2/97$ .	

### STATE OF NEVADA JUDICIAL EDUCATION REQUIREMENT

### APPENDIX A

SCOPE	REQUIRED TRAINING	TIME TO FULFILL REQUIRED TRAINING	STATUE OR ORDER
<b>Municipal Court Judge</b>	NJC "Special Court Jurisdiction"	Must attend first offering after election and/or	NRS 5.025 and 5.026
	course (for non-law trained	appointment or seek a deferral. Failure to attend, or	
	judges); or, NJC "Special Court	failure to obtain a written order from a district court	
-	Jurisdiction: Advanced" course	judge in and for the county to defer taking the course,	
	(for law-trained judges) (2-week	will result in forfeiture of office, pursuant to NRS 5.026.	
	course)		
	NJC "Ethics, Fairness, and	Within 24 months. This does not apply to individuals	S.C. Order filed 10/2/97;
	Security- in Your Courtroom and	who hold one of the enumerated judicial offices at the	S.C. Order filed 12/8/99
	Community" course (4 days)	time of the original order, dated 10/2/97.	
<b>Juvenile Court Referee</b>	NCJFCJ "Institute for New	First occasion when such instruction is offered after	NRS 62B.020
and/or Master	Juvenile and Family Court	appointment. The cost for training as a juvenile master is	
	Judges" (4.5 days)	paid for by the county, not by AOC, pursuant to NRS	
		62B.100.	
All District Court Judges,	13 hours of continuing legal	Annually	S.C. Rule 210 (law-trained
Justices of the Peace and	education, including at least two		judges)
Municipal Court Judges	hours of ethics, and one hour in		Judicial Education Policies,
	the area of substance abuse,		Section V. B.1.
	addictive disorders, and/or mental		S.C. Order filed 5/5/17
	health ¹ .		
All District Court Judges,	At least one NJC, NCJFCJ or	Biennially	Judicial Education Policies,
Justices of the Peace and	AOC-sponsored course		Section V. B.2.
<b>Municipal Court Judges</b>			
All District Court Judges,	Continuing judicial education on	Continuing	S.C. Order filed 08/17/06
Justices of the Peace and	the causes, effects, and dynamics		
Municipal Court Judges,	of domestic violence		
and Domestic Relations			
Masters			

¹ Effective January 1, 2018 (ADKT478)

## 2018 Courses at a Glance

SCHEDULE SUBJECT TO CHANGE.

	COURSE NAME	DATES	TUITION / CONF. FEE
MAR	Essential Skills for Tribal Court Judges Tucson, AZ	Mar 5–8	\$1,399 / \$399
	Advanced Evidence (JS 617) Monterey, CA	Mar 12-15	\$1,399 / \$399
	Fundamentals of Evidence Web Course	Mar 12-Apr 27	\$639
	Probate Courts: Contemporary Issues (JS 638)	Mar 19-22	\$299
APR	Handling Small Claims Cases Effectively Web Course	Apr 9-May 25	\$639
	National Judicial Institute and Conclave Chicago, IL	Apr 18-20	Call for information
	Judicial Writing (JS 615)	Apr 23-26	\$1,099 / \$299
	Court Management for Tribal Judges and Personnel (JM 690)	Apr 23-26	\$1,099 / \$299
	General Jurisdiction (JS 610)	Apr 23-May 3	\$1,729 / \$579
			and the second
MAY	Civil Mediation	May 7–11	\$1,299/\$369
	Ethics and Judging: Reaching Higher Ground (JS 601) Web Course	May 14–Jun 29	\$639
	Management Skills for Presiding Judges	May 21-25	\$1,299 / \$369
	Drugged Driving Essentials for the Judiciary	May 22-24	\$819/\$219
	Writing for Tribal Judges	May 22-24	\$819/\$219
JUN/JUL	Appellate Skills for Tribal Judges	Jun 4-7	\$1,099/\$299
	Leadership for Judges	Jun 4–7	\$1,099 / \$299
	Drugs in America Today: What Every Judge Needs to Know Las Vegas, NV	Jun 4–6	\$1,019/\$349
	Effective Caseflow Management (JS 627) (JM 690)	Jun 4-7	\$1,099 / \$299
	Administrative Law: Advanced (JS 649) Wilmington, DE	Jun 11–14	\$1,399 / \$399
	Evidence in a Courtroom Setting (JS 633) Jackson Hole, WY	Jun 11–14	\$1,399 / \$399
	Today's Justice: The Historic Bases (JS 642) New Orleans, LA	Jun 18-21	\$1,399/\$399
	Advanced Skills for Appellate Judges New Orleans, LA	Jun 18-21	\$1,399/\$399
	Advanced Judicial Writing (JS 626) Washington, DC	Jun 25-28	\$1,399 / \$399
	Enhancing Judicial Bench Skills (JS 624) Orlando, FL	Jul 9-12	\$1,399 / \$399
	Taking the Bench: An Interactive, Onlline Course for New Trial Judges <i>Web Course</i>	Jul 30-Aug 31	\$249
			+-45
AUG	Decision Making (JS 618) San Diego, CA	Aug 6–9	\$1,399 / \$399
	Advanced Tribal Court Management	Aug 13–16	\$1,099 / \$299
	Leadership for Judges	Aug 13–16	\$1,099 / \$299
	Administrative Law: Fair Hearing (JS 612)	Aug 13-23	\$1,729/\$579
	Scientific Evidence & Expert Testimony (JS 622)	Aug 20-23	\$1,099 / \$299
	Created Consideration for the Dural Court Judge Web Courts		
SEP	Special Consideration for the Rural Court Judge <i>Web Course</i> Impaired Driving in Indian Country	Sep 10-Oct 26	\$639
		Sep 11-13	Call for eligibility
	Advanced Bench Skills: Procedural Fairness Anchorage, AK Ethical Issues and the Law: A Novel Approach (JS 619) Ashland, OR	Sep 12-14	\$679/\$249
	Evidence Challenges for Administrative Law Judges Web Course	Sep 16-20	\$1,399/\$399
		Sep 17-Nov 2	\$639
	Fourth Amendment: Comprehensive Search & Seizure (JS 645) Denver, CO	Sep 24-27	\$1,399/\$399
	Ethics for the Administrative Law Judge Web Course	Sep 24–Nov 9	\$639
OCT/NOV	Advanced Evidence (JS 617)	Oct 1-4	\$1,099 / \$299
	Civil Mediation	Oct 1-5	\$1,299/\$369
	Best Practices in Handling Cases with Self-Represented Litigants	Oct 8-11	\$1,099/\$299
	Managing Challenging Family Law Cases (JS 634)	Oct 8-11	\$1,099 / \$195
	Traffic Issues in the 21st Century	Oct 8-11	\$1,099 / \$299
	Ethics, Fairness & Security in Your Court and Community Las Vegas, NV	Oct 15-18	\$1,399 / \$399
	General Jurisdiction (JS 610)	Oct 15-25	\$1,729 / \$579
	Special Court Jurisdiction: Advanced (JS 611)	Oct 15-25	\$1,729 / \$579
	Mindfulness for Judges Santa Fe, NM	Oct 29-Nov 1	\$1,399 / \$399
	Designing and Presenting: A Faculty Development Workshop	Nov 5-8	\$1,099 / \$299
	Logic & Opinion Writing (JS 621) Santa Fe, NM	Nov 5-8	\$1,399 / \$399
	Taking the Bench: An Interactive, Onlline Course for New Trial Judges Web Course	Nov 5-Dec 7	\$249

Unless noted, courses are held at the College, located on the University of Nevada, Reno campus.

Learn more at judges.org/2018courses.

The National Judicial Colllege is an Equal Opportunity/Affirmative Action, ADA organization, and admits participants of any age, race, color, religion, gender identity, sexual orientation, and national or ethnic origin.

#### NRS 4.035 Courses of instruction for justices of the peace; payment of costs.

1. The Court Administrator shall, at the direction of the Chief Justice of the Supreme Court, arrange for the giving of instruction, at the National Judicial College in Reno, Nevada, or elsewhere:

(a) In court procedure, recordkeeping and the elements of substantive law appropriate to a justice court, to each justice of the peace who is first elected or appointed to office after July 1, 1971, and to other justices of the peace who so desire and who can be accommodated, between each general election and January 1 next following.

(b) In statutory amendments and other developments in the law appropriate to a justice court, to all justices of the peace at least once each year.

2. Each county shall pay to the Supreme Court the county's pro rata share of the costs of that instruction as budgeted for pursuant to the Local Government Budget and Finance Act.

3. The Supreme Court shall deposit with the State Treasurer, for credit to the appropriate account of the Supreme Court, all money received pursuant to subsection 2.

(Added to NRS by 1971, 838; A 1975, 1024; 1977, 362; 1981, 252; 1983, 108; 1987, 438; 2001, 1819)

#### NRS CROSS REFERENCES.

Local Government Budget and Finance Act, NRS 354.470-354.626

#### NRS 4.036 Attendance required at courses of instruction; penalty for unexcused absence.

1. Each justice of the peace who is first elected or appointed to office after July 1, 1971, shall attend the instruction provided pursuant to <u>NRS 4.035</u>, on the first occasion when such instruction is offered after the election or appointment of the justice of the peace, unless excused by written order of a judge of the district court in and for his or her county, which shall be filed with the Court Administrator. Such order is final for all purposes.

2. If a justice of the peace fails to attend such instruction without securing a written order pursuant to subsection 1, the justice of the peace forfeits his or her office.

(Added to NRS by <u>1971, 838; A 1977, 362</u>)

#### NRS 4.040 Salaries and compensation of justices of the peace.

1. The several boards of county commissioners of each county, at the regular meeting in July of any year in which an election of justices of the peace is held, shall fix the minimum compensation of the justices of the peace within their respective townships for the ensuing term, either by stated salaries, payable monthly, semimonthly or at regular 2-week intervals, or by fees, as provided by law, or both, and they may thereafter increase or change such compensation during the term but shall not reduce it below the minimum so established.

2. If it becomes necessary to appoint a justice of the peace at any time, the board of county commissioners in the county in which such appointment is made shall fix the compensation, either by salary or by fees, as provided by law, or both, for the term for which the justice of the peace is appointed.

[Part 1:12:1929; A 1953, 202] + [Part 2:12:1929; NCL § 2202] + [Part 3:12:1929; NCL § 2203]—(NRS A <u>1973</u>, <u>291</u>)

#### ATTORNEY GENERAL'S OPINIONS.

**Delegation of authority to fix compensation.** Under Nev. Art. 4, § 20, the legislature is prohibited from fixing the compensation of justices of the peace and constables except by general law. Thus the legislature cannot delegate to county commissioners the authority to fix such compensation, as this would result in different compensation in different counties, rather than a generally applicable law which the constitution requires. AGO 18 (2-21-1923)

General law required. The salary of a justice of the peace must be fixed by general law rather than a special act. AGO A-2 (2-8-1939)

No authority to enact special law. The legislature is powerless to enact a special statute fixing the salary of a justice of the peace. AGO A-6 (3-14-1939)

Predecessor entitled to compensation until successor qualifies. Although the law provides that the term of a justice of the peace shall

Printed from the Official Nevada Law Library from the Source™ Copyright © 2014-2016 begin on the 1st Monday in January, the term will not begin until the justice of the peace actually qualifies for office. Thus where a new justice of the peace does not qualify until January 12, the old justice is entitled to compensation to that date. AGO 186 (1-30-1945)

Authority of board of county commissioners to fix compensation. Under <u>NRS 4.040</u>, a board of county commissioners has complete authority to fix the compensation of justices of the peace, either by salary, retention of fees, or both. <u>AGO 152 (7-15-1964)</u>

Justice of the peace not entitled to payment for longevity. A justice of the peace is not entitled to payment for longevity as provided for elected county officers in NRS 245.044. AGO 84-18 (12-17-1984)

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# LANDER COUNTY COMMISSIONERS MEETING 5/24/2018

Agenda Item Number __2__

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

Discussion and possible action to approve/disapprove the job description for the Lander County Community Health Nurse and the job description for the appointment of a County Health Officer being a two-year term, and all other matters properly related thereto.

Public Comment:

Background: Job description attached

Recommended Action:

## LANDER COUNTY Job Description Community Health Nurse (CHN) Office of the Executive Director

Grade:	N/A				
<b>Classification:</b>	Community Health Nurse (CHN) I & II				
Position:	Full Time				
<b>Probationary Status:</b>	6 month probation				
<b>Position Status:</b>	FLSA Exempt				
	Not Covered by the Collective Bargaining Agreement.				

# **PURPOSE AND DESCRIPTION**

Maintains the public's health by providing health services and information.

# **DISTINGUISHING CHARACTERISTICS:**

This is a fully experienced position and the incumbent is able to perform the full range of duties of the position.

**EXAMPLES OF DUTIES:** The duties listed below are examples of the work typically assigned/performed by employees in this class. An employee may be assigned all duties and may be assigned duties that are not listed below but which are reasonably related to this classification.

- 1. Provides individual nursing assessments, screening, testing and counseling of clients; referrals and follow-up as needed; training, technical assistance, and nursing delegation to personnel regarding the health of client.
- 2. Performs comprehensive individual and family assessments which include health history, physical assessment, growth monitoring, and developmental assessment. In addition, provides baseline assessment and appropriate referral for issues including, medical follow-up, psycho-social family functioning, substance abuse or domestic violence, and basic needs including food, housing, income, resources and supports, and access to health care. Provides care coordination, referral and follow-up to individuals and families who are members of a vulnerable population and/or high-risk groups. Evaluates outcomes, effectiveness of plan, and makes changes as necessary.
- 3. Provides education and counseling to individuals, families and community groups that are adapted to their unique needs, lifestyle, cultural and socio-economic situation.
- 4. Obtains and completes appropriate patient "Consent for Care" forms, ensures patient confidentiality and maintains orderly medical records. Follows established Public Health medical records policies and procedures as well as the State and Federal laws that govern the release of health care information.
- 5. Evaluates outcomes of public health nursing interventions; works with others (clients and other professionals) to find solutions, makes changes as necessary.

### Community Health Nurse (CHN) Page **2** of **5**

- 6. Collaborates in development and delivery of programs and activities for individuals, families and population groups that promote health and prevent disease, in settings including, but not limited to all CHS clinics/sites, homes, community organizations and businesses, schools, and the community in general.
- 7. Documents patient assessment and intervention data in medical records. Uses established medical record forms, databases and documentation practices.
- 8. Provide for prevention and control of communicable disease through collaboration with epidemiological investigations and surveillance, interpretation of laboratory findings and APRN/physician's diagnosis to individuals and families in accordance to Nevada State Statutes.
- 9. Participates in response to prevent, minimize, and contain adverse health events and conditions resulting from communicable diseases; mass injuries; and health disparities.
- 10. Collaborates and contributes in the development of individual, team, and departmental quality improvement, performance management and evaluation activities.
- 11. Adheres to ethical principles and Lander County policy in the collection, maintenance, use, and dissemination of data and information.
- 12. Participates in the analysis of data to identify trends, health problems, and social and economic conditions that adversely affect the public's health, in collaboration with community partners, and state agencies.
- 13. Collaborates with supervisor, health program manager (HPM) to establish policies, priorities and goals; assure departmental resources are used appropriately to achieve the priorities and goals, and to collect program performance indicators/ measures; reports information to meet program deliverables.
- 14. Coordinates public health activities with health professionals and investigators from other agencies and jurisdictions, including, but not limited to, Health Departments/Districts, local health boards, coalitions, and the Nevada Division of Public and Behavioral Health.
- 15. Collaborates in the development of evidence-based public health nursing practices and activities; Contributes to individual, team, and quality improvement and evaluation activities.
- 16. Collaborates in county's community health assessment and facilitates health improvement planning and intervention activities.
- 17. Actively participates in and acts as a liaison with other community agencies and professionals in collaborative efforts to address community health priorities.
- 18. Advocates on behalf of vulnerable individuals and populations; participates in assessing and evaluating health care services to ensure that people are informed of available community health services, community programs and services and are assisted in the utilization of those services.
- 19. Contributes to a work environment that fosters ongoing educational experiences regarding public health nursing for colleagues, nursing and other health-related students, healthcare professionals and members of the community.
- 20. Utilizes appropriate methods for interacting effectively and professionally with persons of all ages, from diverse cultural, socioeconomic, educational, racial, ethnic backgrounds, and sexual orientations, lifestyles and physical abilities.

### Community Health Nurse (CHN) Page **3** of **5**

- 21. Delivers targeted, culturally-appropriate information to help individuals and groups understand health promotion and disease prevention information, policies, and regulations.
- 22. Educates local boards of health and community stakeholders on public health issues.
- 23. Prepare data collection, written reports, and billing information as required by state and federal requirements
- 24. Collaborates in activities such as time studies/tracking that contribute to management of budgets, grants and the efficient use of resources
- 25. Responsible for professional growth and development in pursuing education; participate in committees, conferences, workshops, in-services and contribute to a work environment where continual improvements in public health core competencies are practiced and pursued.
- 26. Adheres to Occupational Safety and Health Administration standards, such as those concerning exposure to blood borne pathogens, toxic substances, airborne pathogens or exposure to other hazards during routine assignments or assignments during public health emergencies.
- 27. Models professional behavior with co-workers, supervisors, communities, and Lander County through positive dialogue and support
- 28. Performs other duties as assigned consistent with job classification. This may include leadership role in area of expertise, for training, policy writing, auditing, and coordination with other agencies or departments.

# **ESSENTIAL FUNCTIONS OF THE JOB:**

- 1. Assess health needs of the community.
- 2. Investigate health effects and health hazards in community.
- 3. Analyze determinates of identified health needs.
- 4. Advocate for public health, build constituencies, and identify resources in the community.
- 5. Prioritize among health needs.
- 6. Plan and develop policies to address priority health needs.
- 7. Manage resources and develop organizational structure.
- 8. Implement programs, work with other organizations and individuals to assure the implementation of programs in the community that fit community priorities. Work with community to change community policy, practices or moves.
- 9. Evaluate programs and provide quality assurance.
- 10. Inform and educate the public.
- 11. Administer medication via all routes.
- 12. Administer vaccines and manage inventory.
- 13. Use critical thinking, sound clinical judgement regarding screening and testing, blood draws, finger sticks and other nursing duties as outlined by the Nurse Practice Act of Nevada while operating within the Registered Nurse Scope of Practice NAC 632.

# MINIMUM QUALIFICATIONS FOR EMPLOYMENT:

*Knowledge of* the Health Division Policy and Procedure Manual, Nevada Revised Statutes, Nevada Administrative Code, and pertinent federal statutes; professional and harmonious relations with clients, community and public partners, division staff and the public; professional conduct including work adjustment and adaptability, cooperativeness, judgment, attendance, dependability, loyalty and teamwork. Additionally, conduct includes availability and response during public health incidents and emergencies.

*Ability to* protect health related information in accordance with federal, state, Lander County Community Health policies; use and disclose protected health information in accordance with established policy and procedure; immediately report any potential HIPAA violations; follow all safety rules; immediately report injuries to HR and supervisor; report potential safety hazards to the building liaison; cooperate fully with the office safety committee to ensure overall safety in the workplace.

*Experience and Training:* High school diploma or any combination of experience, education, and training that demonstrates possession of required knowledge, skills and abilities. A Minimum of Associate of Science degree in nursing and valid active Nevada RN license.

# *License(s)/Certificate(s):*

Possession of a current Nevada driver's license. Possession of a current Registered Nurse License.

*Post Job Offer Physical Examination/Drug Screening:* A post job offer physical examination, including drug screening is required.

**PHYSICAL DEMANDS:** Strength, dexterity, coordination, and vision to use keyboard and video display terminal for prolonged periods. Dexterity and coordination to handle files and single pieces of paper, occasional lifting of item weighing up to fifty pounds, files stacks of paper, reference and other materials. Moving from place to place within the office, some reaching for items above and below desk level.

**WORKING ENVIRONMENT:** Generally clean work environment with limited exposure to conditions of dust, fumes, odors and noise. Work is inside with thermos-controlled heating and air conditioning.

FLSA Status: Non-exempt

Date Approved/Amended:

# Nothing in this job description creates any contractual relationship between Lander County and Applicant/Employee.

# Lander County is an equal opportunity employer. Lander County is a drug free work place.

A copy of this job	description was received by	this
day of	, 20	

Signed:_____

#### Chapter 2.20

#### **BOARD OF HEALTH**

#### Sections:

2.20.010	Established.
2.20.020	Membership.
2.20.030	County health officer-Appointment-Qualification-Compensation.
2.20.040	County health officer-Deputies and assistants.
2.20.050	Duties of board.
2.20.060	Powers of board.

#### 2.20.010 Established.

Pursuant to Nevada Revised Statutes 439.280, the county board of health is established. (Prior code 6.16(A))

#### 2.20.020 Membership.

The county board of health shall consist of five members: the three county commissioners, the county sheriff and the county health officer. (Prior code  $\S$  6.16(B))

#### 2.20.030 County health officer-Appointment-Qualification-Compensation.

The county health officer shall be appointed by the county board of commissioners and shall be learned in sanitary science, public health practice and the diagnosis of infectious diseases. His term of office shall be for two years or until his successor has been appointed and qualified. The compensation of the county health officer shall be fixed by resolution of the board of county commissioners. (Prior code § 6.16(C))

#### 2.20.040 County health officer—Deputies and assistants.

The county health officer shall appoint such deputies and assistants as may be necessary with the approval of the board of county commissioners. Such deputies and assistants shall receive such compensation as is fixed by the county board of commissioners. (Prior code 6.16(D))

#### 2.20.050 Duties of board.

It shall be the duty of the county board of health to oversee all sanitary conditions of the county and to make such rules and regulations as may be necessary for the prevention, suppression and control of any contagious or infectious disease dangerous to the public health. (Prior code § 6.16(E))

#### 2.20.060 Powers of board.

The county board of health shall have the power:

- 1. To abate muisances in accordance with law;
- 2. To establish and maintain an isolation hospital or quarantine station when necessary;

3. To restrain, quarantine and disinfect any person sick with or exposed to any contagious or infectious disease dangerous to the public health;

4. To appoint quarantine officers when necessary;

5. Subject to approval by the board of county commissioners, to adopt a schedule of reasonable fees to be collected for issuing or reviewing any health permit or license required to be obtained from such board;

6. To recommend a schedule of fines for violations. (Prior code § 6.16(F))

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# LANDER COUNTY COMMISSIONERS MEETING 5/24/2018

Agenda Item Number __3__

# THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove an official offer of employment to Abby Burkhart, the current State of Nevada Health Nurse, for the position of the Lander County Community Health Nurse and the possible appointment of Abby Burkhart as the County Health Officer, pursuant to LCC Chapter 2.20. The current State of Nevada Community Health Nurse program will be absorbed by Lander County July 1, 2018, and all other matters properly related thereto.

Public Comment:

Background: attached to Item 2

**Recommended Action:** 

# LANDER COUNTY COMMISSIONERS MEETING 5/24/2018

Agenda Item Number __4__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS: Discussion and possible action regarding the Lander County Emergency Medical Services (EMS) Contract and the future terms and conditions, and all other matters properly related thereto.

Public Comment:

Background: Previous EMS contract attached.

Recommended Action:



# **RECORDING REQUESTED BY: LANDER COUNTY CLERK'S OFFICE**

# ADDRESS: 50 STATE ROUTE 305

; , ,

# CITY/STATE/ZIP: BATTLE MOUNTAIN, NV 89820

Interlocal Agreement for Emergency Medical Services

Made by and between Lander County, State of Nevada, and the Lander County Hospital District, to define an ongoing collaborative relationship to provide Emergency Medical Services.

May 11, 2017 Commissioners Meeting

Item #11

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

This cover page must be typed or printed.

#### **INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES**

This INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES, hereinafter referred to as "Agreement" is made by and between Lander County, a political subdivision of the State of Nevada, hereinafter referred to as ("Lander County"), and the Lander County Hospital District., hereinafter referred to as ("LCHD").

#### RECITALS

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

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

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

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

#### **TERMS AND CONDITIONS**

- 1. <u>Purpose</u>: Lander County and LCHD shall, subject to all terms, conditions, and limitations specified hereinafter, perform the professional services as described in Exhibit A, Scope of Work, attached.
- 2. <u>Term</u>: This Agreement shall remain in effect for a period of one (1) year, commencing on the 1st day of July, 2017 and ending on the 30th day of June, 2018. This term shall be subject to earlier termination as hereafter provided.
- 3. <u>Effective Date</u>: This Agreement shall not become effective until and unless approved by appropriate official action of the governing body/official of each of the parties.
- 4. <u>Payment</u>: Lander County shall pay LCHD a stipend in the amount of six thousand dollars (\$6,000.00) per month, and LCHD and Lander County shall abide by the terms, conditions and limitations as set forth in this Agreement and in Exhibit A, attached.

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07/17/2017 Page: 3 of 10

Also, Lander County shall pay LCHD a stipend in the amount of seven hundred fifty dollars (\$750.00)per month for the Austin, Nevada EMS Service for the period of July 1, 2017 thru June 30, 2018.

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

- a) Any quarter LCHD breaks even, LCHD will forfeit the County Monthly Stipend.
- b) Any profit will be divided between both parties for said quarter.
- c) The Lander County Executive Director will have a larger role in EMS, working closely with the LCHD CEO.
- d) Lander County is to give EMS employees permitted use of County EMS vehicles. New policies will be established to continue EMS permitted use of vehicles.
- e) EMS to provide all psychiatric transfer:
  - 1) EMS will furnish a two (2) person crew:
    - 1.1) Attendant with a basic life support medical kit;
    - 1.2) Driver;
    - 1.3) Fuel for.
  - 2) Lander County will provide:
    - 2.1) Vehicle with a cage;
    - 2.2) Maintenance of vehicle
    - 2.3) A stipend not to exceed four hundred dollars (\$400.00) per transfer. The payment will be based on the hourly rate of pay of the attendant and driver.
- 5. <u>Liability and Hold Harmless</u>: Each party shall defend any third party claim against the other party arising from the death of or physical injury to any person or damage to the indemnified party's property to the extent proximately caused by the negligence of the indemnifying party or its agents or employees, and indemnify and hold harmless the other party and its respective officers, directors and employees from and against damages, liabilities and reasonable costs and expenses, including reasonable legal fees incurred in connection therewith.

Page 2 of 6

0280978 Book: 693 Page: 691 07/17/2017 Page: 4 of 10

- 6. <u>Amendment or Modification</u>: Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, in entering into this Agreement, except as are stated herein, and no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by both the parties.
- 7. <u>Termination</u>: This Agreement may be Terminated prior to the expiration of the term as follows:
  - A. Lander County or LCHD may terminate this Agreement with or without cause upon thirty (30) days written notice served upon the other party as provided in this Agreement.
  - B. Lander County or LCHD may terminate this Agreement in the event of a material breach of the terms and conditions of the Agreement. The non-breaching party shall have the right to terminate this Agreement after providing thirty (30) days written notice to the breaching party, unless such breach is cured to the satisfaction of the non-breaching party within the said thirty (30) days.
  - C. Lander County and LCHD may agree in writing to terminate this Agreement at any time.
  - D. If this Agreement is terminated by either party, equipment purchased by Lander County shall be returned to Lander County.

8. <u>Notices</u>: All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

Lander County Hospital District:	Lander County:
LCHD Attn: Hospital Administrator 535 South Humboldt Street Battle Mountain, NV 89820	Lander County Commissioners 50 State Route 305 Battle Mountain, NV 89820

9. <u>Waiver</u>: Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

#### Page 3 of 6

- 10. <u>Assignment</u>: The rights granted and responsibilities incurred under this Agreement may not be assigned without the written consent of Lander County and LCHD.
- 11. <u>Third Party Beneficiaries</u>: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties of the Agreement. There are no third party beneficiaries to this Agreement, and nothing contained in or implied by this Agreement shall give or allow any such claim or right of action by any other or third person.
- 12. <u>Governing Law</u>: This Agreement shall be construed and governed by the laws of the State of Nevada. Any action arising from this Agreement must be filed in the Eleventh Judicial District Court in and for the County of Lander.
- 13. <u>Attorney's Fees</u>: Should either party be required to pursue legal action to enforce the terms and conditions of this agreement, the prevailing party shall be entitled reasonable attorney fees and court costs.
- 14. <u>Governmental Immunity</u>: Nothing contained herein waives or is intended to waive any protections that may be applicable to Lander County and/or LCHD or any of its elected or appointed officials, employees, or agents under any applicable statutes, rules or regulations providing governmental immunity, or any other rights, protections, immunities, defenses or limitations on liability to Lander County and or LCHD or such related parties that are provided by law.
- 15. <u>Captions</u>: The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
- 16. <u>Integration</u>: This Agreement, including Exhibit A, Scope of Work, shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no force or effect.
- 17. <u>Relationship</u>: This Agreement shall not be deemed to create a partnership between the parties in their respective endeavors or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise.
- 18. Force Majeure: Neither party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of God or governmental action.

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- 19. <u>Severability</u>: If any covenant, phrase, clause, paragraph, section, condition or provision contained within this Agreement is invalidated by a court of competent jurisdiction, then the invalidity shall in no way affect any other covenant, phrase, clause, paragraph, section, condition, or provision contained in this Agreement.
- 20. <u>Construction</u>: This Agreement shall be construed without to the identity of the party who drafted various provisions of the Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.
- 21. <u>Confidentiality</u>: Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
- 22. <u>Proper Authority</u>: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
- 23. <u>Compliance with Law</u>: The parties hereto represent and warrant that they will comply with all relevant local, state, and federal laws and regulations and further represent and warrant that any failure to comply with such laws is a material breach of contract and that the breaching party will indemnify the other party from any and all claims or damages arising out of such breach.

At the end of this contract, BMGH and LCHD shall assume full responsibility of the entire Lander County EMS Service.

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

LANDER COUNTY LANDER COUNTY BOARD OF COMMISSIONERS

By: DOUG MILLS, Chair

Date: 7-17-17

Page 5 of 6





SADIE SULLIVAN, County Clerk and Ex-Officio Clerk of the Board of Commissioners of Lander County, Nevada APPROVED AS TO FORM AND LEGALITY: Theodue C. Herrera THEODORE C. HERRERA

0280978 BOOK 693

THEODORE C. HERRERA Lander County District Attorney.

LCHD

LANDER COUNTY HOSPITAL DISTRICT BOARD OF TRUSTEES

By: BRYAN HARGIS, BMGH CEO

Date: 7.17.17

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07/17/2017 Page: 8 of 10

# EXHIBIT A SCOPE OF WORK EMERGENCY MEDICAL SERVICES

#### **RESPONSIBILITES OF LCHD AND LANDER COUNTY**

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

#### **RESPONSIBILITES OF LCHD**

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

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

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- 07/17/2017 Page: 9 of 10
- BMGH shall ensure that all reporting requirements for EMS Services in Lander County not already noted in this AGREEMENT are met as required. BMGH personnel shall collect and tabulate information required to fulfill said reporting requirements.
- BMGH shall ensure that all business office support required by the EMS Service is provided. This shall include, but not be limited to, charging, coding, billing and collection services.
- BMGH shall ensure that the EMS Service is incorporated into the BMGH Risk Management/ Quality Assurance System (also known as an Enterprise Risk Management System) and that all required reporting requirements are met.
- General administration of the Lander County EMS Service shall be under the direction of the BMGH Chief Executive Officer.
- BMGH shall ensure that the vehicles used for EMS Services to fulfill this AGREEMENT are regularly inspected to meet licensure requirements and fitness for use as established by the Nevada State EMS Commission.
- LCHD shall make every reasonable effort to obtain grant funding for all vehicle and equipment replacement and additions
- A projected Lander County EMS Service budget for each fiscal year shall be developed, reviewed and approved in a collaborative process between LCHD and LANDER COUNTY.
- A final accounting shall be made at the end of the fiscal year and the appropriate cost reports have been settled and financial records audited. Quarterly payments, interim settlements, cost report adjustments, grant funds, designated contributions and other revenue specific to EMS shall be used to offset Lander County EMS Service expenses. If there is an operating surplus from EMS operations, the surplus shall be divided equally between the LCHD and LANDER COUNTY.
- LCHD shall report to LANDER COUNTY on a monthly basis about the operations and financial performance of Lander County EMS Services in a format to be determined by the LCHD and LANDER COUNTY.
- BMGH shall use the approved budget as an operating guide for the Lander County EMS Service. Exact expense items will be presented to LANDER COUNTY each quarter. At the end of each calendar quarter an interim cost settlement shall be made between LCHD and LANDER COUNTY. The interim cost settlement shall consider expenses, revenues and projected cost report funds. As a result of the interim cost settlement, an operating surplus shall be divided equally between the LCHD and LANDER COUNTY, minus what is to be reimbursed to LANDER COUNTY in excess of the amounts its paid monthly.

#### **RESPONSIBILITES OF LANDER COUNTY**

LANDER COUNTY shall assume full responsibility of the following:

#### Page 2 of 3

Book: 693 0280978 Page: 697 Page: 10 of 10

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

# LANDER COUNTY COMMISSIONERS MEETING 5/24/2018

Agenda Item Number __5__

# THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding the purchase of land and existing 3840 square foot hanger, APN 003-092-24 191 aka 101 Toiyabe Street (consisting of 1.34 acres), at the Kingston Airport in an amount not to exceed \$40,000.00 to be utilized by the Town of Kingston Volunteer Fire Department for a new fire station, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

# TOWN OF KINGSTON KINGSTON TOWN WATER UTILITY HC 65 BOX 130 KINGSTON AUSTIN, NEVADA 89310 775 964-2120 <u>kingstonh20@gmail.com</u>

#### **Members:**

Donald Haines Tammy Elkins Rosalie Zamora Tom Cardoza Steve Smith

May 10, 2018

Lander County Commissioners Keith Westengard, Executive Director 315 S. Humboldt Street Battle Mountain, NV 89820

Dear Honorable Commissioners and Executive Director Westengard,

The Town of Kingston has an opportunity to purchase a 3840 square foot hanger on approximately 1.5 acres at the Kingston Airport to use as facility for the Town of Kingston Fire Company. The original owner, Frank App, died tragically when his glider crashed in Kingston in 2012. His son, Andrew Veerruthongdech, who inherited the property, has offered it to the town and fire co. for \$40,000. The board and fire members were able to look inside the building and consider this a good price for a large building, with electricity, located on the airport and close to the Kingston Health Clinic and the helipad.

The Town of Kingston Fire Company (TKFC) has received the new fire truck from Lander County and because of its size, Kingston's water tender had to be drained, winterized and be put outside which reduces our firefighting capabilities. Lander County EMS would like to send a new ambulance down to Kingston but it will most likely not fit into the building we have. The amount of ambulance calls that Lander EMS in Kingston has responded to has increased significantly covering Austin, Kingston and outlying areas. Kingston will have two new EMTs in the near future so a new ambulance in the Kingston area will be beneficial. We do not want to lose the opportunity for a new ambulance because there is not enough room in our existing fire house.

At this time, the beacon and lighted wind sock for Kingston helipad operations is on private property. Tom Anderson, who owns a hanger on Kingston Airport was kind enough to allow us to use his electricity and hanger for these items. If the proposed hanger is purchased for Kingston we can move these items to town property with easier access during medical evacuation. If owned by Kingston, the hanger could also be made available as a command center and staging area for BLM, Forest Service, NDF and Lander County emergency personnel during wildfire or disaster operations. It could be used to house, feed and equip fire personnel and vehicles. It can also be used for an evacuation shelter for residents and tourists in case of disasters.

The Town of Kingston has very few funds for the budget and is trying to find a way to purchase this building. We are asking that Lander County consider a grant for the purchase or purchase it for the town to use. If the purchase cannot be granted, the town would then ask if a loan could be arranged. TKFC has limited funds in their fundraising account and would use a substantial amount of this money to improve the building to make it possible to house vehicles and equipment. Insulating the hanger would be a first priority and the most costly. TKFC only receives approximately \$6,000 from the general fund for operations and so relies on the fundraising money for operations as well.

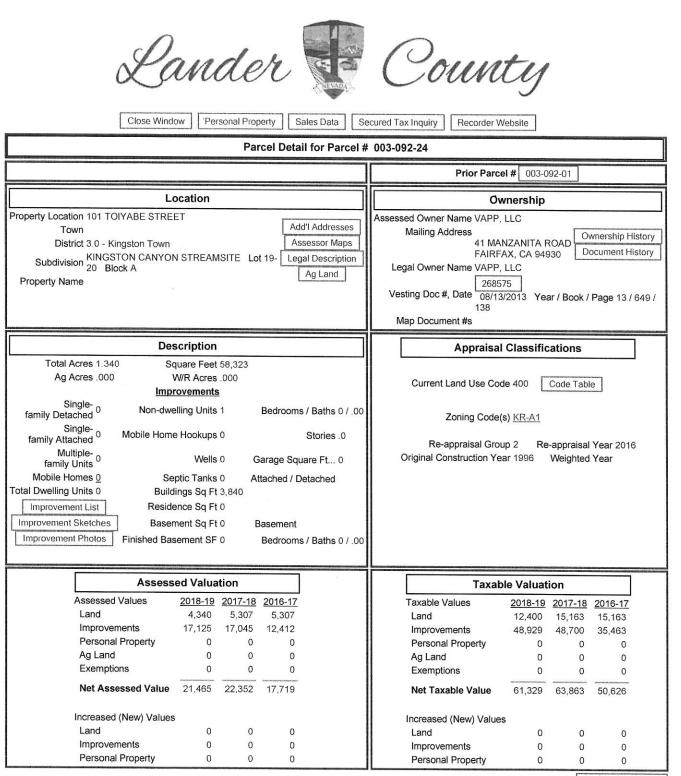
I have enclosed the Parcel Detail and map for the hanger lot in question. If anyone would like to take a look inside the hanger, please contact me as I have access granted by the owner.

We appreciate your time and consideration of this matter. Kingston is grateful for the continued assistance and support that we receive from Lander County.

Sincerely,

Sleanne hi

Shannon D. Thiss, Kingston Deputy Clerk TKFC member



Back to Search List



Close Windo	w Persor	nal Prope	erty Sa	les Data Se	cure	ed Tax Inquiry	Recorder We	DSILE			
Parcel Detail for Parcel # 003-092-24											
							Prior Parcel	# 003-09	2-01		
Location				Ownership							
Property Location 101 TOIYABE STREET					Assessed Owner Name VAPP, LLC						
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Assessor Data Inquiry - Secured Property Detail	Page 1 of 1
Lander	County
Close Window Personal Property Sales Data Se	ecured Tax Inquiry Recorder Website
	Prior Parcel # 003-092-01
Location	Ównership
	Assessed Owner Name VAPP, LLC
Property Location 101 TOIYABE STREET Town Add'I Addresses	Mailing Address Ownership History
District 3.0 - Kingston Town Assessor Maps	41 MANZANITA ROAD
Subdivision CANYON STREAMSITE Lot 19- Legal Description	FAIRFAX, CA 94930 Document History Legal Owner Name VAPP, LLC
Property Name Ag Land	268575
	Vesting Doc #, Date 08/13/2013 Year / Book / Page 13 / 649 /
	138 Map Document #s
Description	Appraisal Classifications
Total Acres 1.340 Square Feet 58,323 Ag Acres .000 W/R Acres .000	
Ag Acres .000 W/R Acres .000 Improvements	Current Land Use Code 400 Code Table
Single- 0 Non-dwelling Units 1 Bedrooms / Baths 0 / .00	Zoning Code(s) <u>KR-A1</u>
Single- family Attached 0 Mobile Home Hookups 0 Stories .0	Re-appraisal Group 2 Re-appraisal Year 2016
Multiple- 0 Wells 0 Garage Square Ft 0 family Units	Original Construction Year 1996 Weighted Year
family Units Mobile Homes 0 Septic Tanks 0 Attached / Detached	
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Improvement Sketches Basement Sq Ft 0 Basement	
Improvement Photos Finished Basement SF 0 Bedrooms / Baths 0 / .00	
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Assessed Valuation	Taxable Valuation
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Net Assessed Value 21,465 22,352 17,719	Net Taxable Value 61,329 63,863 50,626
Increased (New) Values	Increased (New) Values

Back to Search List

Land

Improvements

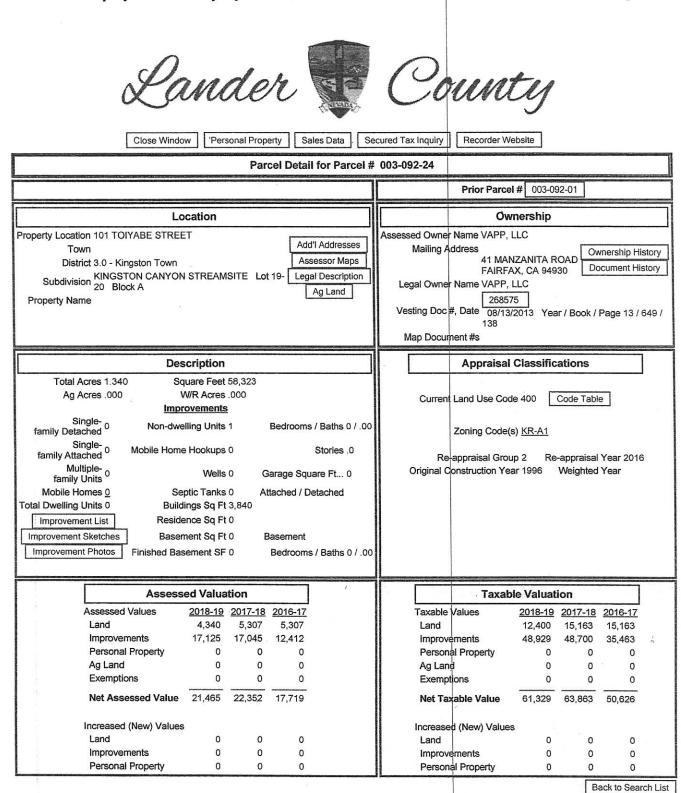
Personal Property

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Land

Improvements

Personal Property



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http://www.landercounty.org:1401/cgi-bin/asw101?Parcel=309224

Close Window Personal Property Sales Data Secured Tax Inquiry Recorder Website						
Parcel Detail for Parcel #	003-092-24					
	Prior Parcel # 003-092-01					
Location	Ownership					
Property Location 101 TOIYABE STREET Town District 3.0 - Kingston Town Subdivision KINGSTON CANYON STREAMSITE Lot 19- 20 Block A Property Name Add'I Addresses Add'I Addresses Assessor Maps Legal Description Ag Land	Assessed Owner Name VAPP, LLC Mailing Address 41 MANZANITA ROAD FAIRFAX, CA 94930 Legal Owner Name VAPP, LLC 268575 Vesting Doc #, Date 08/13/2013 Year / Book / Page 13 / 649 / 138 Map Document #s					
Description	Appraisal Classifications					
Total Acres 1.340       Square Feet 58,323         Ag Acres .000       W/R Acres .000         Improvements       Single-0         family Detached       Non-dwelling Units 1       Bedrooms / Baths 0 / .00         Single-0       family Detached       Mobile Home Hookups 0       Stories .0         family Attached       Mobile Home Hookups 0       Stories .0         Multiple-0       Family Units       Garage Square Ft 0         Mobile Homes 0       Septic Tanks 0       Attached / Detached         Total Dwelling Units 0       Buildings Sq Ft 3,840       Improvement List         Improvement List       Residence Sq Ft 0       Basement         Improvement Photos       Finished Basement SF 0       Bedrooms / Baths 0 / .00	Current Land Use Code 400 Code Table Zoning Code(s) <u>KR-A1</u> Re-appraisal Group 2 Re-appraisal Year 2016 Original Construction Year 1996 Weighted Year					
Assessed Values         2018-19         2017-18         2016-17           Land         4,340         5,307         5,307           Improvements         17,125         17,045         12,412           Personal Property         0         0         0           Ag Land         0         0         0           Exemptions         0         20         0           Net Assessed Value         21,465         22,352         17,719	Taxable Values         2018-19         2017-18         2016-17           Land         12,400         15,163         15,163           Improvements         48,929         48,700         35,463           Personal Property         0         0         0           Ag Land         0         0         0           Exemptions         0         0         0           Net Taxable Value         61,329         63,863         50,626					
Increased (New) Values Land 0 0 0 Improvements 0 0 0	Increased (New) Values Land 0 0 0 Improvements 0 0 0					

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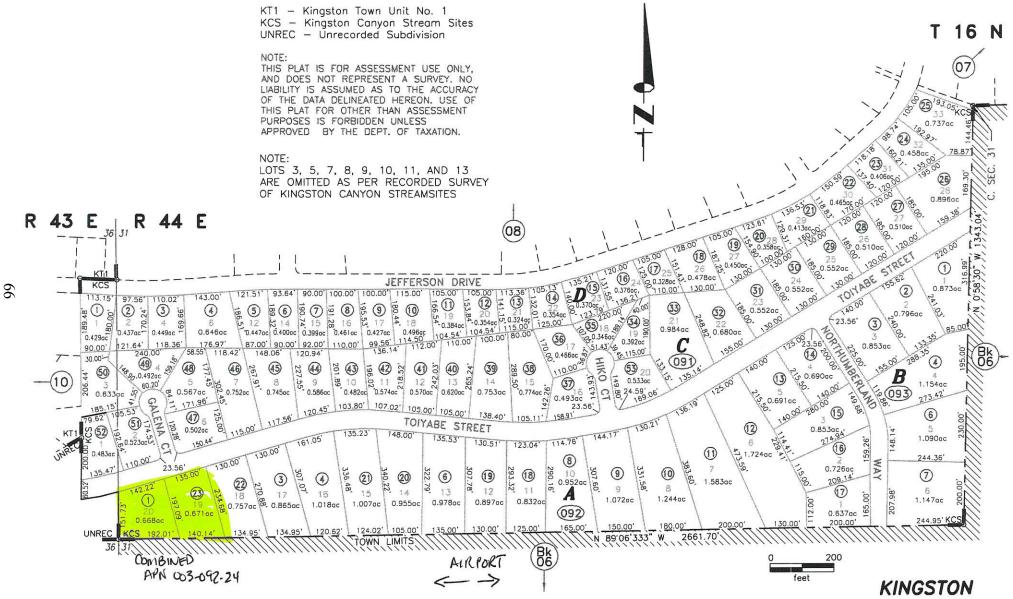
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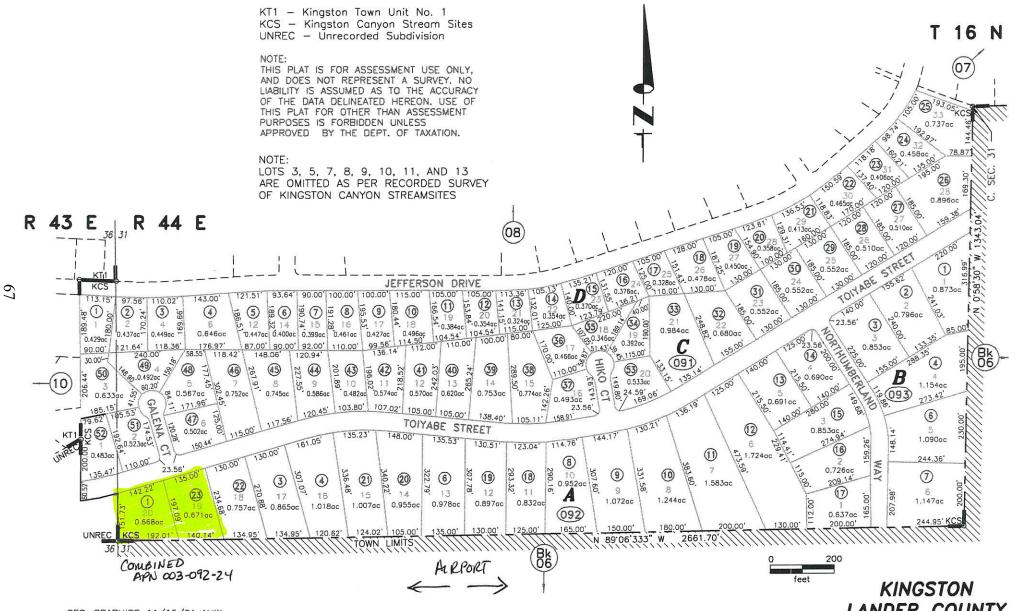
Personal Property

Personal Property

GEO-GRAPHICS 11/15/01 NJW

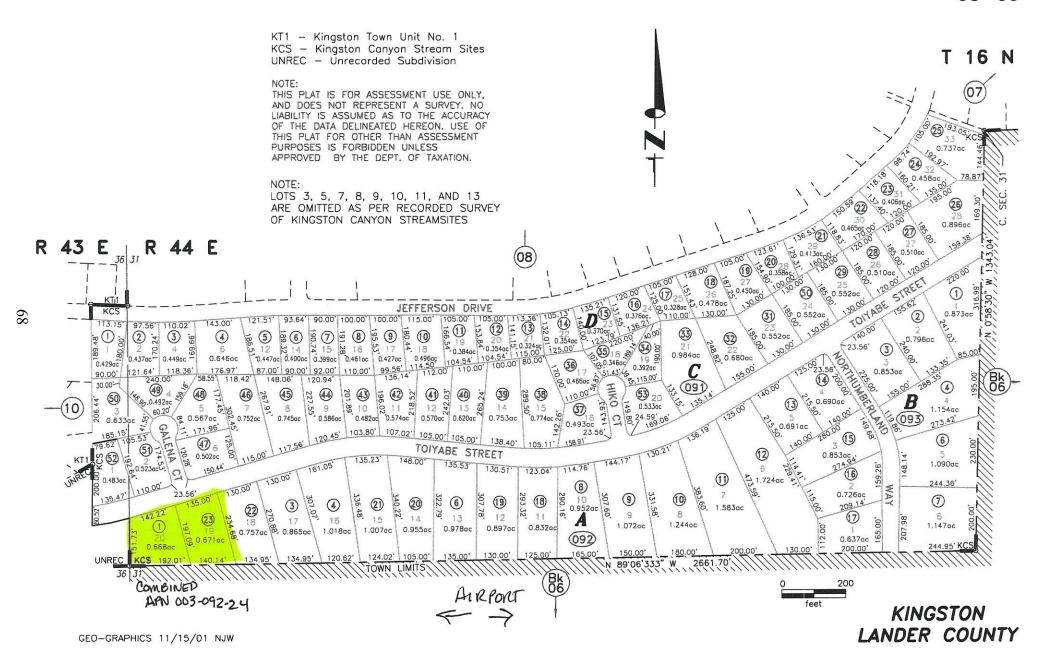
LANDER COUNTY

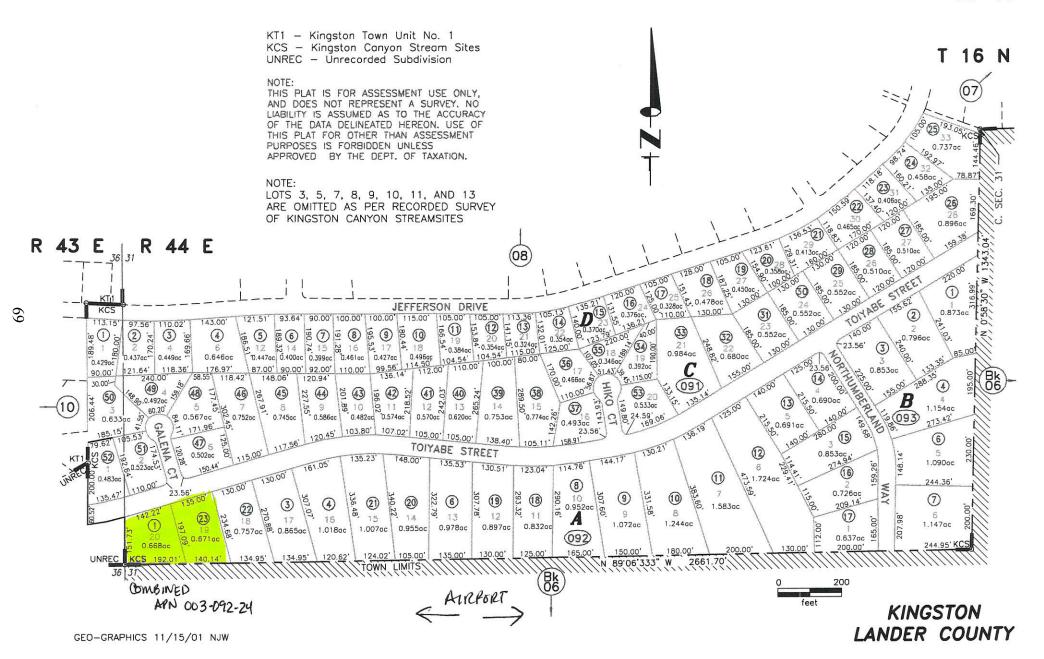


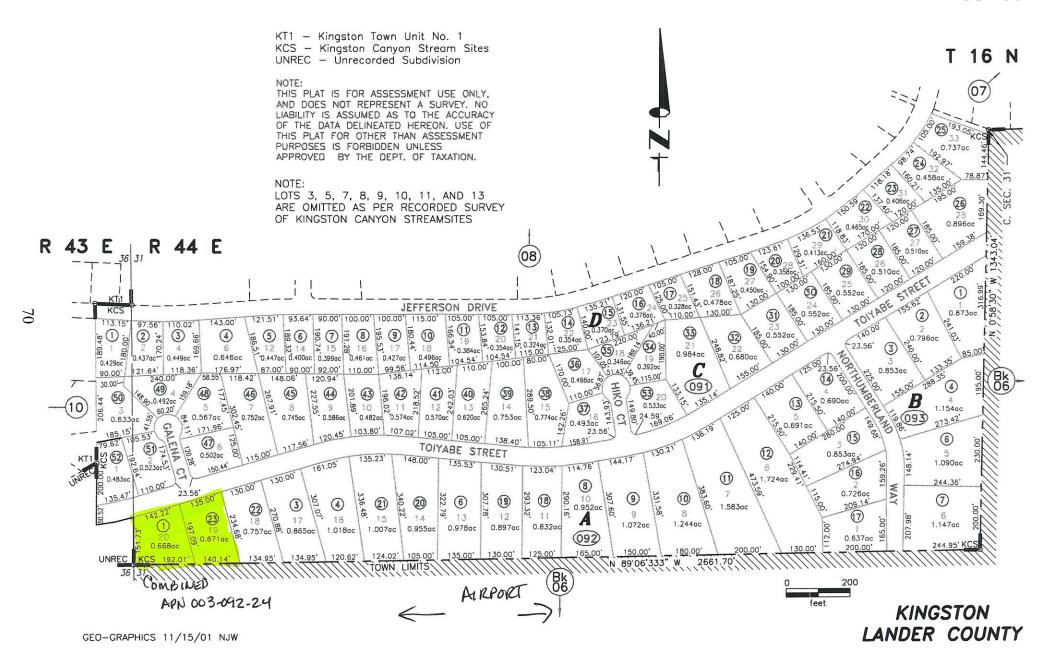


GEO-GRAPHICS 11/15/01 NJW

LANDER COUNTY







# LANDER COUNTY COMMISSIONERS MEETING 5/24/2018

Agenda Item Number __6__

# THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove the Lease Agreement between Desmond and Mary Skeath and Lander County for the building located at 88 Main Street, Austin, Nevada, (Austin Library) for \$350.00 per month, and all other matters properly related thereto.

Public Comment:

Background: Lease agreement attached.

Recommended Action:

#### LEASE AGREEMENT

This Lease Agreement, hereinafter referred to as "Lease" made this 1st day of April, 2018, by and between DESMOND AND MARY SKEATH of the Town of Austin, Nevada, hereinafter referred to as "Owner" and LANDER COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as "Lessee."

#### RECITALS

WHEREAS, Lessee desires to use the Owner's property for the purpose of serving the community of Austin with an appropriate facility to provide Library Services; and

WHEREAS Owner does not intend to utilize the subject Building located at 88 Main Street, Austin, Nevada 89310, hereinafter referred to as "Building," at the present time for other purposes; 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. Purpose: Lessee shall, subject to all terms, conditions, and limitations specified hereinafter, have the exclusive right to occupy Building for the purpose of serving the community of Austin with an appropriate facility to provide Library Services.
- 2. Term: This Lease shall remain in effect for a period of two (2) years, commencing on the 1st day of April, 2018, and ending on the 31st day of March, 2020. This term shall be subject to earlier termination as hereinafter provided.
- 3. Rental Payment: Lessee shall pay as rent the sum of Three Hundred Fifty dollars (\$350.00) per month commencing the first day of the first month after execution of this Agreement. Lessee shall remit the monthly rental payment to the Owner the entire month's rent, in advance, on the first day of each calendar month for the entire term of this Agreement.
- 4. Maintenance: Maintenance obligations are as follows:
  - A. Owner shall be responsible for the maintenance of and thorough repair to the exterior of the Building, sidewalks, walkways and the parking area, and shall keep these in good and safe order.
  - B. Owner shall be responsible for the maintenance of and thorough repair to the plumbing, heating and electrical services and systems in the Building, and shall keep these in good and safe order.

# Page 1 of 4

- C. Owner shall provide general maintenance and cleaning of the interior of the Building and shall keep the interior in good and safe order.
- D. Owner shall provide the maintenance and repairs required under this paragraph upon the submission of maintenance/repair requests submitted by Lessee and notice to Owner.
- 5. Liability and Insurance: To the extent authorized by law, the Lessee agrees to indemnify and hold harmless Owner, from any loss, damage, liability, cost or expense to the person or property of another, which was caused by the negligence of the Lessee, its officers, employees and agents under this contract.
- 6. Insurance of Property: Owner shall be responsible for the insurance of the Building and its appurtenances. Any proceeds that result from this paragraph shall belong to Owner. Owner shall be under no obligation to use said proceeds to rebuild or repair the Building to make it suitable for the purpose of this Lease.
- 7. Improvements and Alterations: Less shall make no improvements or alterations to the Building or grounds unless prior approval is granted in writing by the Owner. All improvements and alterations shall remain the property of Owner upon termination of this Lease unless Lessee can remove them without damage. Lessee shall not receive any credit towards rent for any improvements or alterations.
- 8. Surrender of Possession: Lessee agrees to surrender to Owner possession of the Building at the expiration or termination of the Lease, by lapse of time or otherwise, in as good as repair as when Lessee obtained it at the commencement of the term, excepting only ordinary wear and decay, or damage by the elements, or by act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, or of military or usurped power.
- 9. Holding After Termination: If, after the expiration of this Lease, the Lessee shall remain in possession of the Building without a written agreement as to the holding, then holding over shall be deemed and taken to be a holding upon a periodic tenancy from month to month at a monthly rental equivalent to the last monthly payment provided above or payable in advance on the same day of each month as provided above. All other terms and conditions of this Lease shall remain the same.
- 10. Amendment or Modification: Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, in entering into this Agreement, except as are expresses herein, and no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by both parties.
- 11. Damage or Loss to Lessee's Property: All personal property of any kind kept in the building shall be kept there at the Lessee's sole risk and Owner shall not be held liable for any damage

done to or loss of that personal property, arising from bursting, overflowing or leaking of water, sewer, or steam pipes, or from heating or plumbing fixtures, or from electric wires, or from gases, or odors, or caused in any other manner. Owner has no duty to provide security for the Building.

- 12. Termination: This Lease may be terminated prior to the expiration of the term as follows:
  - A. Owner or Lessee may terminate this Lease without cause upon thirty (30) days written notice served upon the other party personally or by certified mail sent to the last known address.
  - B. Owner may terminate this Lease upon thirty (30) days written notice served upon Lessee by certified mail, sent to the attention of the Executive Director to the Lander County Board of Commissioners, in the event Lessee fails to comply with any of the provisions contained in the Lease or commits repeated acts of incompetence, negligence, inattention or irresponsibility. This includes violations or acts caused by Lessee's employees, assistants or other agents.
  - C. Owner may terminate this Lease upon thirty (30) days written notice upon the Building not being used for the stated purpose.
  - D. This Lease shall automatically terminate upon the destruction of the Building. For purposes of this paragraph the Building shall be considered destroyed if it becomes physically unsuitable to operate a public library, by way of any cause, or state, local, or federal law prohibits its use as a library.
- 13. Waiver: Any waiver by Owner of a breach by Lessee, Lessee's employees, agents, or assistants of the terms of this Lease shall not constitute a waiver by Owner of future breaches of the same or other provisions.
- 14. Notices: Notices must be sent to the following address:

### Lessee:

Lander County Board of Commissioners Attention: Executive Director 50 State Route 305 Battle Mountain, Nevada 89820

# **Owner:** Desmond and Mary Skeath P.O. Box 39 Austin, Nevada 89310

- 15. Assignment: This Lease may not be assigned. Lessee may not sublease.
- 16. Governing Law: This Lease shall be construed and governed by the laws of the State of Nevada.
- 17. Severability: If any covenant, phrase, clause, paragraph, section, condition or provision contained within this Lease is invalidated by a court of competent jurisdiction, then the invalidity shall in no way affect any other covenant, phrase, clause, paragraph, section, condition, or provision contained in the Lease.
- 18. This Agreement shall be construed without reference to the identity of the party who drafted various provisions of the Agreement. Moreover, each and every provision of this Agreement shall construed as though all parties to this Agreement participate equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the signatures indication below.

#### LANDER COUNTY LANDER COUNTY BOARD OF COMMISSIONERS

By: DOUG MILLS, Chair	Date:
Attest:	APPROVED AS TO FORM AND LEGALITY
SADIE SULLIVAN, County Clerk and Ex-Officio Clerk of the Board of Commissioners of Lander County, Nevada	THEODORE C. HERRERA Lander County District Attorney
DESMOND AND MARY SKEATH	
By: DESMOND SKEATH	Date:
By: MARY SKEATH	Date:

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# LANDER COUNTY COMMISSIONERS MEETING 5/24/2018

Agenda Item Number __7__

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

Discussion and possible action to approve/disapprove the Maintenance and Cleaning Agreement between Dessie Skeath dba Dessie Skeath Lawn & Parks and Lander County for properties in Austin that are owned and operated by Lander County, and all other matters properly related thereto.

Public Comment:

Background: Maintenance agreement attached.

Recommended Action:

#### AUSTIN BUILDINGS AND FACILITIES MAINTENANCE AND REPAIR AND GROUNDS MAINTENANCE AGREEMENT

This Agreement is made and entered into by and between Lander County, a political subdivision of the State of Nevada, hereinafter referred to as "Lander County," and Desmond Skeath, doing business as Dessie Skeath Lawn & Parks, hereinafter referred to as "Contractor"

#### RECITALS

WHEREAS, Lander County is seeking the services of a party to perform maintenance and repair services for buildings and facilities owned by Lander County in Austin, Nevada, and

WHEREAS, Lander County is seeking the services of a party to perform grounds maintenance services for several parks, ball fields, and other County owned grounds in Austin, Nevada, and

WHEREAS, Contractor desires to and is capable of providing the desired maintenance and repair services of Lander County owned building and facilities in Austin, Nevada.

WHEREAS, Contractor desires to and is capable of providing the desired grounds maintenance services for several parks, ball fields, and other County owned grounds in Austin, Nevada.

#### WITNESSETH

**NOW, THEREFORE,** in consideration of their mutual covenants, conditions and other good and valuable consideration contained herein, County and Contractor do hereby agree as follows:

#### **TERMS AND CONDITIONS**

- 1. Term: The term of this Agreement shall be for a two (2) year period commencing on April 1, 2018, and terminating on March 31, 2020.
- 2. Effective Date: This Agreement shall not become effective until and unless approved by appropriate official action of the governing body/official of each of the parties.
- 3. Maintenance: Maintenance obligations are as follows:
  - a. Contractor shall provide maintenance and repair services (hereinafter "Services") to building and facilities owned by Lander County in Austin, Nevada, more particularly described in Exhibit A, attached hereto.
  - b. All services provided to the Austin Court House must be during weekdays only.
  - c. Contractor shall provide grounds maintenance services (hereinafter "Services") to

parks and grounds, as outlined in Exhibit "B", attached hereto.

- d. Should it become necessary that Contractor must subcontract, Lander County shall not unreasonably withhold consent to do so upon request.
- e. Contractor agrees to secure all necessary certifications for the application of chemicals pertaining to weed control and fertilization.
- 4. Costs and Billing:
  - a. Lander County shall pay Contractor the sum of two thousand five hundred two dollars (\$2,502.00) per month for maintenance and repair services satisfactorily performed. Payments will be made in two (2) semi-monthly payments on the first (1st) and fifteenth (15th).
  - b. Contractor shall provide billings for buildings and facilities maintenance and repair items costing over \$100.00 per job on a monthly basis on the fifteenth (15th) day of each month.
  - c. Lander County shall pay Contractor the sum of two thousand three hundred eightythree dollars (\$2,383.00) per month for grounds maintenance services satisfactorily performed during the months of March through October and an additional three hundred (\$300.00) per month for snow removal during the months of November thru February. Payments will be made in two (2) semi-monthly payments on the first (1st) and fifteenth (15th).
  - d. Contractor shall provide billings for buildings and facilities maintenance and repair items costing over one hundred dollars (\$100.00) per job on a monthly basis on the fifteenth (15th) day of each month.
  - e. Contractor shall use only forms approved by the Building Department Official for such billings.
- 5. Reports and Contracts:

a.

- Contractor shall provide the Building Department Official a weekly report indicating:
  - I. Inventory of supplies needed for each work area for the next successive week.
  - ii. Itemization of repairs and damage performed in each work area for the preceding week.
- b. Contractor shall provide Lander County with the name and telephone number with whom the Building Department Official will coordinate work and projects to be performed. Aside from regular maintenance tasks, the Building Department Official will issue directives pertaining to the work and projects to be done for the next successive week by 1:00 p.m. every Thursday afternoon.
- 6. Liability and Hold Harmless: To the extent authorized by law, Contractor agrees to indemnify and hold harmless Lander County from any loss, damage, liability, cost or expense to the person or property of another, which is caused by the intentional or negligent acts of

Contractor, its officers, employees or agents. Moreover, Contractor agrees to indemnify and hold harmless Lander County from any claim or potential claim from Contractor, its officers, employees, agents or guests resulting from any loss, damage, liability, cost or expense caused by any reason.

- 7. Insurance: Contractor further promises to provide Lander County sufficient evidence of a liability insurance policy, satisfactory to Lander County, which covers Contractor and names Lander County as an additional insured. Such proof must be provided to the Lander County Clerk's Office and the Lander County Executive Director's Office prior to this Agreement becoming effective.
  - a. Industrial Insurance: Contractor shall provide to County a certificate of insurance from a workman's compensation insurance system which certifies that its employees or subcontractors are covered by said insurances.
  - b. General Liability Insurance: Contractor shall maintain general liability coverage of no less than one hundred thousand dollars (\$100,000) combined single limit per occurrence for bodily injury, personal injury and property damage with County named as an additional insured.
  - c. Fire Insurance: Contractor shall carry fire insurance in an amount sufficient to cover the loss of Contractor's merchandise, equipment and other personal property.
  - d. Fidelity Bond: Contractor shall maintain a fidelity bond in an amount not less than ten thousand dollars (\$10,000) for potential loss from fraudulent or dishonest acts of Contractor or Contractor' employees.
- 8. Amendment or Modification: Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, in entering into this Agreement, except as are stated herein, and no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by both of the parties.
- 9. Termination: This Agreement may be terminated prior to the expiration of the term as follows:
  - a. Lander County or Contractor may terminate this Agreement with or without cause upon thirty (30) days written notice served upon the other party as provided in this Agreement.
  - b. Lander County and Contractor may agree in writing to terminate the Agreement at any time.
- 10. Notices: All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed

#### Page 3 of 6

to the other party at the address set forth below.

Lander County: LANDER COUNTY BOARD OF COMMISSIONERS 50 State Route 305 Battle Mountain, Nevada 89820

Contractor: Dessie Skeath dba Dessie Skeath Lawn & Parks P.O. Box 39 Austin, Nevada 89310

- 11. Waiver: Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.
- 12. Assignment: The rights granted and responsibilities incurred under this Agreement may not be assigned without the written consent of Lander County.
- 13. Third Party Beneficiaries: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties of the Agreement. There are no third party beneficiaries to this Agreement, and nothing contained in or implied by this Agreement shall give or allow any such claim or right of action by any other or third person.
- 14. Governing Law: This Agreement shall be construed and governed by the laws of the State of Nevada. Any action arising from this Agreement must be filed in the Eleventh Judicial District Court in and for the County of Lander.
- 15. Attorney's Fees: Should either party be required to pursue legal action to enforce the terms and conditions of this agreement, the prevailing party shall be entitled reasonable attorney fees and court costs, in all legal proceedings.
- 16. Governmental Immunity: Nothing contained herein waives or is intended to waive any protections that may be applicable to Lander County or any of its elected or appointed officials, employees, or agents under any applicable statutes, rules or regulations providing governmental immunity, or any other rights, protections, immunities, defenses or limitations on liability to Lander County or such related parties that are provided by law.
- 17. Captions: The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

- 18. Integration: This Agreement shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no force or effect.
- 19. Relationship: This Agreement shall not be deemed to create a partnership between the parties in their respective endeavors or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise.
- 20. Force Majeure: Neither party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of God or governmental action.
- 21. Severability: if any covenant, phrase, clause, paragraph, section, condition or provision contained within this Agreement is invalidated by a court of competent jurisdiction, then the invalidity shall in no way affect any other covenant, phrase, clause, paragraph, section, condition, or provision contained in this Agreement.
- 22. Construction: This Agreement shall be construed without to the identity of the party who drafted various provisions of the Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.
- 23. Confidentiality: Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
- 24. Proper Authority: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
- // // //

25. Compliance With Law: The parties hereto represent and warrant that they will comply with all relevant local, state, and federal laws and regulations and further represent and warrant that any failure to comply with such laws is a material breach of contract and that the breaching party will indemnify the other party from any and all claims or damages arising out of such breach.

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

LANDER COUNTY LANDER COUNTY BOARD OF COMMISSIONERS

By:

Date: _____

DOUG MILLS, Chair

Attest:

APPROVED AS TO FORM AND LEGALITY

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

THEODORE C. HERRERA Lander County District Attorney

Contractor

By: ____

Date: _____

DESMOND SKEATH, Owner

#### EXHIBIT "A"

#### **AUSTIN BUILDINGS AND FACILITIES MAINTENANCE SERVICES**

Maintenance and cleaning services to be provided to the following herein after referred to as Austin Buildings and Facilities:

Austin Courthouse Austin Town Hall Austin Fire House Austin Sheriff's Office Austin Visitor's Center Austin Swimming Pool (Winterization & re-commissioning)

1. Lighting: Maintain all lighting fixtures and lighting systems in good order Contractor is to provide all light bulbs, light tubes, and light switches.

2. Cleaning and Janitorial: Contractor is to provide cleaning services to Austin Buildings and Facilities and them in reasonably clean and orderly condition. Contractor is to provide all garbage bags, mop and bucket, floor wax, all cleaning supplies, toilet paper, paper products, soap, and garden hoses sufficient to wash down floors. All waste and garbage must be removed at least twice a week and removed more than twice a week if necessary to keep all Austin Buildings and Facilities in a clean working order. All restrooms are to be cleaned at least twice a week and cleaned more than twice a week if necessary to keep restrooms in reasonably clean conditions and sufficiently stocked on all toilet and paper products. Windows of Austin Buildings and Facilities are to be cleaned as necessary to keep windows in reasonably clean condition.

3. Plumbing: Contractor is to perform minor plumbing repair and maintenance for all Austin Buildings and Facilities including but not limited to tank valve assemblies, toilet flushing mechanisms, valves and faucets, troubleshooting, minor overflow repair and valve washer replacement as necessary.

4. Painting: Contractor is to perform minor interior and exterior paint repair and maintenance for all Austin Buildings and Facilities.

5. Winterization: Contractor is to perform appropriate winterization measures, as necessary for Austin Buildings and Facilities to include but not limited to participating in the annual winterization and re-commissioning of the Austin Swimming Pool under direction of the Building Department Official.

6. Special Events: Contractor is to provide physical labor during special events such as moving tables and benches. The Building Department Official will coordinate with the Contractor regarding any schedule changes to accommodate any special event.

#### EXHIBIT "B"

#### AUSTIN GROUNDS MAINTENANCE SERVICES

Maintenance and ground services to be provided to the following:

Austin Courthouse Grounds	Austin Townhall
Austin Sheriff's Office Grounds	Austin Youth Center
Austin Senior Center Grounds	Austin Firehall
Austin Park	Austin Rodeo Grounds Bathroom
Austin Cemetery	Austin Swimming Pool
Austin Baseball fields	Austin Basketball Court

1. Mowing: Mow all grounds at least once a week. This includes weed eating and edging of grounds. All grass clippings shall be taken to the Austin Landfill for disposal.

2. Weeds: Remove all, weeds, including spot weed killing. All weed clippings shall be taken to the Austin Landfill for disposal.

3. Trash: Check and remove litter from grounds; empty all trash bins. All trash has to be taken to the Austin Landfill for disposal.

4. Irrigation and Sprinkler Systems: Repair and maintain the irrigation and sprinkler systems, including system start-up during spring and system closure during winter. Contractor will manually water upper and lower level of park where there is no sprinkler system.

5. Playground Equipment: Maintain playground equipment in a safe working condition with daily inspections and regular repairs as needed.

6. Fencing: Customary minor repair, as needed, on all current fencing.

7. Horseshoe Pits: Maintain the horseshoe pits in a safe and working condition for public use, including performing necessary repairs.

8. Barbecue Pits: Maintain the barbeque pits in a safe and working condition for public use, including performing necessary repairs.

9. Tree Trimming: Maintain the trees in good and safe condition, including clean-up if a tree falls.

10. Park Benches: Inspect all park benches on a daily basis to ensure that these benches are in safe and good working condition, including performing necessary repairs.

11, Basketball Court: Keep court in good and safe condition.

12. Gazebos: Keep all gazebos in good condition.

13. Special Events: To provide physical labor during special events such as moving tables and benches. The Building Department official will coordinate with Contractor regarding schedule change to accommodate the special event,

14. Austin Pool: Remove tarp during spring and install tarp during fall. Contractor will also set up all equipment around inside of pool.

15. Snow Removal: Ensure that all walkways and sidewalks facilities listed above are free of snow during office hours.

- 16. Restrooms: Check and clean the restrooms at the Austin Parks on a daily basis.
- 17. Contractor will provide all equipment, necessary to perform the grounds maintenance services (ie: mowers, trimmers, sweepers, aerator, etc).
- 18. Contractor will supply all chemicals for the grounds maintenance (ie: fertilizer, weed killer, sprays).
- 19. Contractor will supply all products necessary for the bathroom facilities (ie: toilet paper, soap, paper towels).
- 20. Plumbing: Contractor is to perform minor plumbing repair and maintenance including but not limited to tank valve assemblies, toilet flushing mechanisms, valves and faucets, troubleshooting, minor overflow repair and valve washer replacement as necessary.

# LANDER COUNTY COMMISSIONERS MEETING 5/24/2018

Agenda Item Number __8__

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

Discussion and possible action regarding the agreement between Lander County and LP Insurance for insurance broker services, to continue the current agreement for another year, or to begin the process of searching for another broker service, and all other matters properly related thereto.

Public Comment:

Background: attached

Recommended Action:

#### AGREEMENT

#### BETWEEN LANDER COUNTY AND LP INSURANCE SERVICES, INC. FOR GROUP INSURANCE BROKER AND ADVISORY SERVICES

THIS AGREEMENT is made and entered into on this 1st day of July, 2018 by and between LANDER COUNTY, and LP INSURANCE SERVICES, INC, hereinafter referred to as "Broker".

#### **RECITALS:**

WHEREAS, LANDER COUNTY requires the services of a group insurance broker and advisor to assist it with regard to its group insurance program by providing special services and advice; and

WHEREAS, Broker represents that it is specially trained and possesses special skills, education, experience, and competency to perform the services and provide the advice needed; and

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the parties agree as follows:

- 1. SERVICES TO BE PROVIDED BY BROKER
  - a. Broker shall act in a professional capacity to assist LANDER COUNTY. Broker's work shall conform to all applicable statutes, laws, regulations and professional standards for such work.
  - b. Broker shall perform a full range of on-going broker and advisory services related to the administration, maintenance and improvement of LANDER COUNTY group insurance benefit packages. In addition, the Broker will be responsible to review, analyze and present materials relating to alternate or additional benefit packages which may be cost beneficial to LANDER COUNTY, Management and Employees. The on-going services provided by the Broker shall include, but not be limited to:
    - i. Assisting LANDER COUNTY with the development of long-range employee benefit goals and strategies.
    - ii. Assisting LANDER COUNTY in administering group insurance plans, settling disputes and other issues with carriers, analyzing the effectiveness of programs and offering creative solutions to problems.
    - iii. Monitoring ongoing contracts, including plan administration, provider compliance with contracts, booklets and employee education materials.
    - iv. Responding promptly and accurately to questions from LANDER COUNTY representatives and employees.
    - v. Assisting LANDER COUNTY in complying with applicable laws, regulations and contract requirements; advising our staff of changes in the laws and recommending solutions. Consulting on related issues such as IRS §125 and

associated discrimination testing, COBRA, Health Insurance Portability and Accountability Act (HIPAA), Medicare, Family and Medical Leave Act (FMLA), and other applicable federal and state laws.

- vi. Reviewing and analyzing census and claims experience data, claims service, efficiency and accuracy of claims administration to ensure that LANDER COUNTY is receiving optimum service and benefit from all carriers and vendors.
- vii. Determining and recommending economical and efficient funding methods for benefit programs.
- viii. Apprising LANDER COUNTY of local and national benefit trends, innovative ideas and recommending new products, programs and services to ensure a competitive benefits program.
  - ix. Providing an annual review and summary of employee benefits including analysis of the quality of benefits provided, cost effectiveness, competitiveness, and benefits utilization, plus providing recommendations for improvements or modifications.
  - x. Meeting with and providing reports and updates to LANDER COUNTY representatives and/or employee groups as needed. Provide estimates of renewal rates to assist LANDER COUNTY in forecasting and budgeting.
- xi. Coordinating with LANDER COUNTY representatives on labor relations and employee negotiations related to group insurance and benefits programs.
- xii. Representing LANDER COUNTY in all negotiations with providers on all issues, including those related to premiums, service, benefit levels, plan design, special terms and conditions. Negotiating all changes and additions to contracts.
- xiii. Soliciting bids from insurance markets, which specialize in group insurance plans, and supplying LANDER COUNTY with original documents from all bids received. Evaluating bids and bidders, including claims procedures, abilities, experience and history, service, reserve establishment guidelines, financial policies and stability, and identifying the most beneficial package for LANDER COUNTY's needs.
- xiv. Assisting LANDER COUNTY with the creation and implementation of communication materials (pamphlets, brochures, presentations, etc.) for new or changed programs, including materials for Open Enrollment and Health Fairs. Attend Open Enrollment meetings and Health Fairs as requested, and provide enrollment support as needed.
- xv. Identifying, investigating, analyzing and implementing efficiency measures such as employer partnerships, electronic benefits administration, and/or other concepts that have the effect of reducing the cost associated with employee benefit programs without reducing services to employees.
- c. Broker shall furnish such services primarily through its representative, Tim Holland, but shall utilize any and all of its personnel who are necessary and appropriate to the performance of the services to be performed hereunder.

#### 2. COVERAGES & BENEFITS TO BE COVERED BY THIS AGREEMENT

The lines of coverage or benefits for which the services detailed in Section 2 of this agreement are as follows. Please note these services apply to the lines of coverage or benefits and not the carrier or vendor, so any change of carrier or vendor would not effect or change the scope of services.

a. Medical (and Rx) Coverage

#### 3. ASSISTANCE BY LANDER COUNTY

Subject to other provisions of this Agreement, LANDER COUNTY shall:

- a. Assist Broker by providing them with any and all information within its possession or control which may be helpful to them in the performance of the services to be provided hereunder.
- b. Provide the necessary place within LANDER COUNTY facilities for meetings between Broker and LANDER COUNTY representatives and LANDER COUNTY employees as needed.
- c. LANDER COUNTY will refrain from using the Broker as a complete benefits outsourcing service for employee benefit administrative obligations. LANDER COUNTY will maintain a prudent level of staffing and resources to continue reasonable self-reliance.

#### 4. COMPENSATION

Broker shall receive compensation in the form of fees for the services outlined in this Agreement and paid by LANDER COUNTY as follows:

For the period 07/01/2018 through 06/30/2019 – \$2,800 per month/\$33,600 annually

The following lines of insurance coverage placed by Broker shall be placed "net of commission": Medical, Dental, Vision, and all other lines of coverage.

- a. Either party may request to discuss Broker's fees by providing a written request for same to the other party.
- b. LANDER COUNTY shall not reimburse Broker for any expenses incurred by Broker in rendering services under this Agreement.
- c. Some of the insurance companies Broker represents may pay it additional incentive commissions, sometimes referred to bonus or contingent commissions, which may be based on the total volume of business, and/or the growth in business, retention rate, claims loss ratio, or other factors considering the Broker's entire book of business with an insurance company for a designated period of time. Such additional commissions would be in addition to any other compensation Broker may receive. At LANDER COUNTY request, Broker will provide a

detailed statement regarding Broker compensation on your account and how the compensation is calculated.

#### 5. DISPUTES

If a dispute should arise regarding the performance of the Agreement or compensation for work performed under this Agreement, the parties hereby agree to settle the dispute by summarizing into writing their respective views of the dispute, meet to discuss the views of the dispute, and attempt to resolve their differences. In the event that a dispute continues, the parties agree to mandatory arbitration. The arbitrator's decision shall be binding upon both LANDER COUNTY and Broker. Nothing in this procedure shall prohibit either party from seeking remedies available to them at law. In the event of litigation, the prevailing party shall be entitled to reasonable attorney and other litigation expenses.

#### 6. INDEMNITY

The Broker agrees to save and hold harmless and fully indemnify LANDER COUNTY, and its officers, employees and agents from and against any and all claims, defense costs, proceedings, actions, liability and damages, including consequential damages, of any nature (collectively "Damages") arising from:

- a. the act or failure to act (negligent or otherwise) of the Broker or its officers, employees, agents; and
- b. the use by LANDER COUNTY or any of its officers, employees or agents, of the services supplied by the Broker under this Agreement to the extent such Damages arise from the manner Broker provided the services required by this Agreement.

LANDER COUNTY agrees to save and hold harmless and fully indemnify Broker and its officers, employees and agents from and against any and all claims, defense costs, proceedings, actions, liability and damages, including consequential damages, of any nature (collectively "Damages") arising from the act or failure to act (negligent or otherwise) of LANDER COUNTY or its officers, employees, agents.

#### 7. TERM OF AGREEMENT

- a. This agreement shall take effect on July 1, 2018 and remain in effect for a period of Twelve (12) months.
- b. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In such event, or upon request of LANDER COUNTY, Broker shall assemble all LANDER COUNTY documents in the Broker's possession and put them in order for proper filing and closing, and deliver said documents to LANDER COUNTY. In the event of termination, Broker shall be paid for work performed to the termination date. LANDER COUNTY shall make the final determination as to the portion of tasks completed and the compensation to be made.

#### 8. STATUS OF THE BROKER

The Broker shall perform the services provided for herein in Broker's own way as an independent contractor and in pursuit of Broker's independent calling. Broker is not to be considered an employee of LANDER COUNTY, nor shall any employee of Broker be considered employees of LANDER COUNTY, for any purpose. Broker shall be under the direction and control of LANDER COUNTY staff only as to the results to be accomplished. Broker shall be free to pursue his calling excepting only to the extent contained in this Agreement.

> All terms, conditions, and provisions hereof shall inure to and bind each of the a. parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

#### 9. ORAL AGREEMENTS

No oral agreement or representation by an officer, agent, or employee of either party made before, during, or after execution of this Agreement shall become a part of this Agreement except to the extent such oral agreement or representation is expressly reflected in this written Agreement or a written amendment to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective the day and year first above written.

LANDER COUNTY

By _____ TITLE _____

LP INSURANCE SERVICES, INC.

By _____ TITLE _____

# LANDER COUNTY COMMISSIONERS MEETING 5/24/2018

Agenda Item Number __9__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS: Update from the Building Official, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action: This is a non-action item.

# LANDER COUNTY COMMISSIONERS MEETING 5/24/2018

Agenda Item Number __10__

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

Discussion and possible action to approve/disapprove action by the Building Official to enforce the removal of the RV on APN 001-066-03 located at 55 Overland Street, Austin, Nevada owned by David Moore. This property was denied a variance on March 9, 2016 due to the following violations:

- a) Section 105.1: Permits Required;
- b) Section 108.4: Work commencing before permit issuance;
- c) Section 109.2: Preliminary inspection;
- d) Lander County Codes 15.24.030 and 17.08.020(C)(2), which states that the property is not zoned to allow the use of an RV as living quarters;

and all other matters properly related thereto.

Public Comment:

Background: David Moore was denied a variance on March 9, 2016. Information Attached.

Recommended Action: Enforcement of the zoning ordinance.

AGENDA	REQUEST FORM	
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AGENDA REQUEST FORM	LANDER COUNTY
COMMISSIONER MEETING DATE: May 24, 2018	
NAME_Anna PenolaREPRESENTING:Building Dept.	TANK A
ADDRESS: 50 State Route 305	
PHONE(H):(W):_(775) 455-7753 (FAX):	
WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: work cell	INE VADA
WHO WILL BE ATTENDING THE MEETING Anna Penola JOB TITLE Building Offical	
SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: To have David Moore reading from his property because of the zoning.	move the RV
BACKGROUND INFORMATION David was denied a variance on March 9, 20 on his property in Austin and using it as a permanent living quaters an	nd built a deck
with out a permit. David was sent 2 letters of violation with no response. David also works for Aus	
WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE?	
enforce the zoning or dancines.	
ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST: YES _	NO <u>×</u>
AMOUNT:	
HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES _	NO _X
WHEN?	
HAS THIS ISSUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT HEADS YES _	<u>x</u> NO
ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST – NOT AT THE N	MEETING,
IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES_	<u>x</u> NO
IF THE ITEM IS A CONTRACT AND/OR AGREEMENT, OR REQUIRES LEGAL REVIEW, IT I BY THE DISTRICT ATTORNEY'S OFFICE PRIOR TO AGENDA SETTING OR IT WILL NOT G HAS THE DISTRICT ATTORNEY'S OFFICE PROVIDED THE REQUIRED REVIEW? YES_	O ON THE AGENDA.
THE COMMISSIONERS RESERVE THE RIGHT TO REJECT OR RECOMMEND TAB REQUESTS FOR INSUFFICIENT INFORMATION.	LING ALL AGENDA
ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.	
_ Annu Pucola DATE 4.30:	18
BOARD MEETS THE 2 ND AND 4 TH THURSDAY OF EACH MONTH COMMISSION FAX (775) 635-5332	

Moore violation 10-23-2017

### LANDER COUNTY BUILDING DEPARTMENT



October 23, 2017

David Moore P.O. Box 274 Austin, Nevada 89310

Property: 55 Overland Street Lots 5&6 Blk 4 AN Parcel 001-066-03

RE: Building and Zoning Violations Second Notice

Dear Mr. Moore,

This letter is to inform you that the above listed property is in violation of building and zoning which violates Lander County Ordinances. As the owner of these properties, you are required to bring them into compliance with State and County laws and regulations. The property is in violation of the following Lander County Codes ("LCC

- 1. Section 105.1: Permits Required: "No building or structure regulated by this code shall be constructed, enlarged, repaired, moved, demolished or change the occupancy ... shall first make an application to the building official and obtain the required permit." There is a deck and a stem wall that has been built without a permit.
- 2. Section 108.4: Work commencing before permit issuance: "Any person who commences any work on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the necessary permits shall be subject to a fee established by the building official that shall be in addition to the required permit fee."
- 3. Section 109.2: Preliminary inspection: "Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed."

Moore violation 10-23-2017

- 4. There is an RV on the property and is being occupied as living quarters which is in violation of LCC 15.24.030 and LCC 17.08.020(C)(2). The property is not zoned to allow the use of an RV as living quarters. RVs are only zoned for RV or Mobile Home Parks.
- 5. On March 9, 2016 you were denied a variance to use your RV for living quarters on your property by the Lander County Planning Commission.

You are hereby given second notification that you have until Monday December 4, 2017 to voluntarily abate the above-described violation by removing the RV from the parcel. If there is no voluntary abatement made by the date listed above this matter will be forwarded to the District Attorney for further review and possible action.

A copy of LCC Chapter 15.24.030 and 17.08.020 are enclosed herewith.

Regards, Sun Lenda

Anna Penola Lander County Building Official

## LANDER COUNTY BUILDING DEPARTMENT

August 21, 2017

David Moore P.O. Box 274 Austin, Nevada 89310

Property: 55 Overland Street Lots 5&6 Blk 4 AN Parcel 001-066-03

RE: Building and Zoning Violations

Dear Mr. Moore,

This letter is to inform you that the above listed property is in violation of building and zoning which violates Lander County Ordinances. As the owner of these properties, you are required to bring them into compliance with State and County laws and regulations. The property is in violation of the following Lander County Codes ("LCC

- 1. Section 105.1: Permits Required: "No building or structure regulated by this code shall be constructed, enlarged, repaired, moved, demolished or change the occupancy ... shall first make an application to the building official and obtain the required permit." There is a deck and a stem wall that has been built without a permit.
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- 3. Section 109.2: Preliminary inspection: "Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed."
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David Moore August 21, 2017 Page 2

5. On March 9, 2016 you were denied a variance to use your RV for living quarters on your property by the Lander County Planning Commission.

You are hereby notified that you have until September 22, 2017 to voluntarily abate the above-described violation by removing the RV from the parcel.

A copy of LCC Chapter 15.24.030 and 17.08.020 are enclosed herewith.

Regards,

Anna Penola Lander County Building Official

#### 17.08.020 - Off-street parking regulations.

- A. Required. Off-street parking vehicle space shall be provided for all buildings and uses as hereinafter specified unless otherwise defined. Such parking shall be reasonably adjacent to the use or building being served; be intended specifically to serve the residents, patrons or employees of said use or building; and the required number of spaces must be demonstrably usable and accessible for such purposes.
- B. Application to Existing Uses. The provision of parking spaces shall not be required for legally existing uses as of the date of this chapter, but shall be required for any extension of such use by the addition of new primary floor area or other special spatial expansion of building or use generating new parking demand.
- C. Parking, Storage or Use of Major Recreational Equipment. For the purposes of these regulations, major recreational equipment includes boats and boat trailers, travel trailers, pickup campers or coaches (designed to be mounted on automotive vehicles), motorized dwellings, tent trailers, and the like, and cases or boxes used for transporting recreation equipment, whether occupied by such equipment or not.
  - 1. Major recreation equipment shall be parked or stored on the lot and not in the street in a residential zone.
  - 2. No such equipment shall be used for living, sleeping or housekeeping purposes when parked or stored on a residential lot, or in any location not approved for such use.

15.24.030 - Permitted uses of travel trailers and mobile homes.

Α.

The parking of any mobile home or trailer outside any mobile home trailer park when such facility is used for dwelling or sleeping purpose shall be unlawful except in the following situations:

1.

When in conjunction with an operating mining operation for a valid watchman's quarters, subject to a special use permit, and the special use permit shall at a minimum require compliance with all federal, state and local regulations and laws regarding sewage disposal;

2.

When the existing mobile home trailer constitutes a legal and valid nonconforming use;

3.

When located in a TR zone as established by the Lander County Zoning Ordinance <u>Title 17</u>;

4.

In an operating farm and ranch district (A3) or an operating industrial district (M) or an operating commercial district (C-1, C-2 and TC) for a valid watchman's quarters, subject to a special use permit, and the special use permit shall at a minimum require compliance with all federal, state and local regulations and laws regarding sewage disposal;

5.

In commercial and industrial zones, when used as a temporary office for licensed new and/or used trailer sales;

6.

In any zone, when used as a temporary construction office for a contractor involved in the construction of a building on the same parcel of land;

7.

Where the unit is parked for the purpose of making emergency repairs;

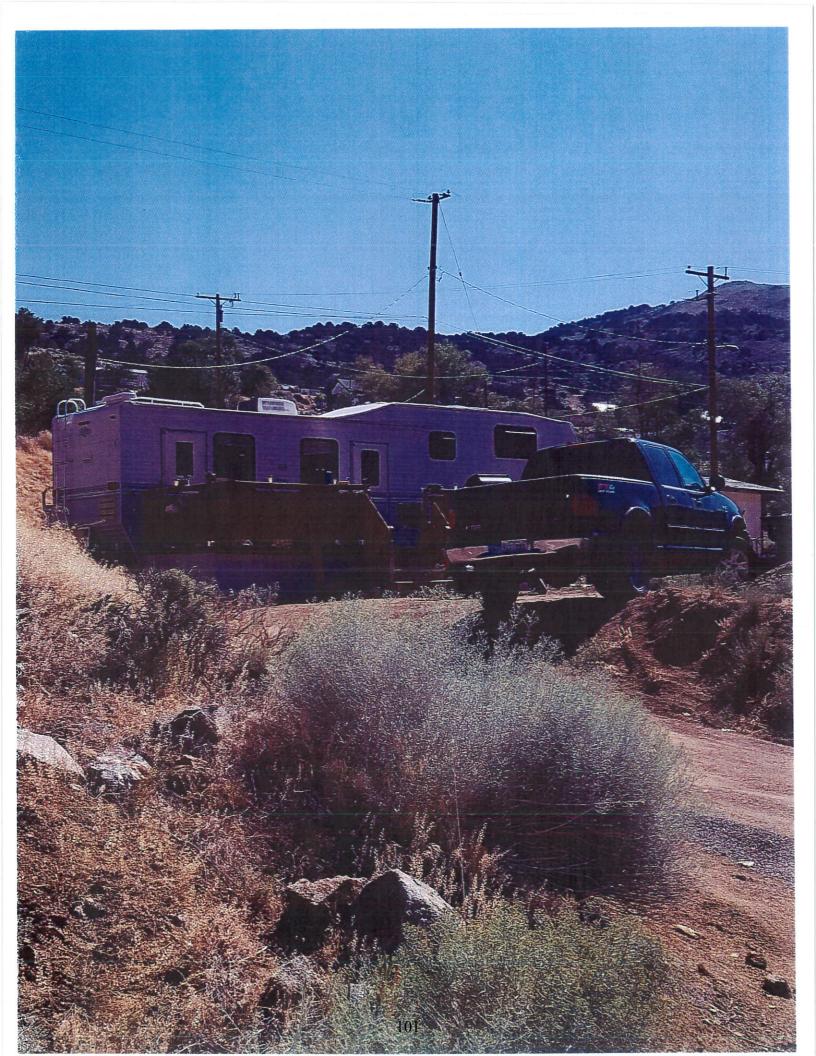
8.

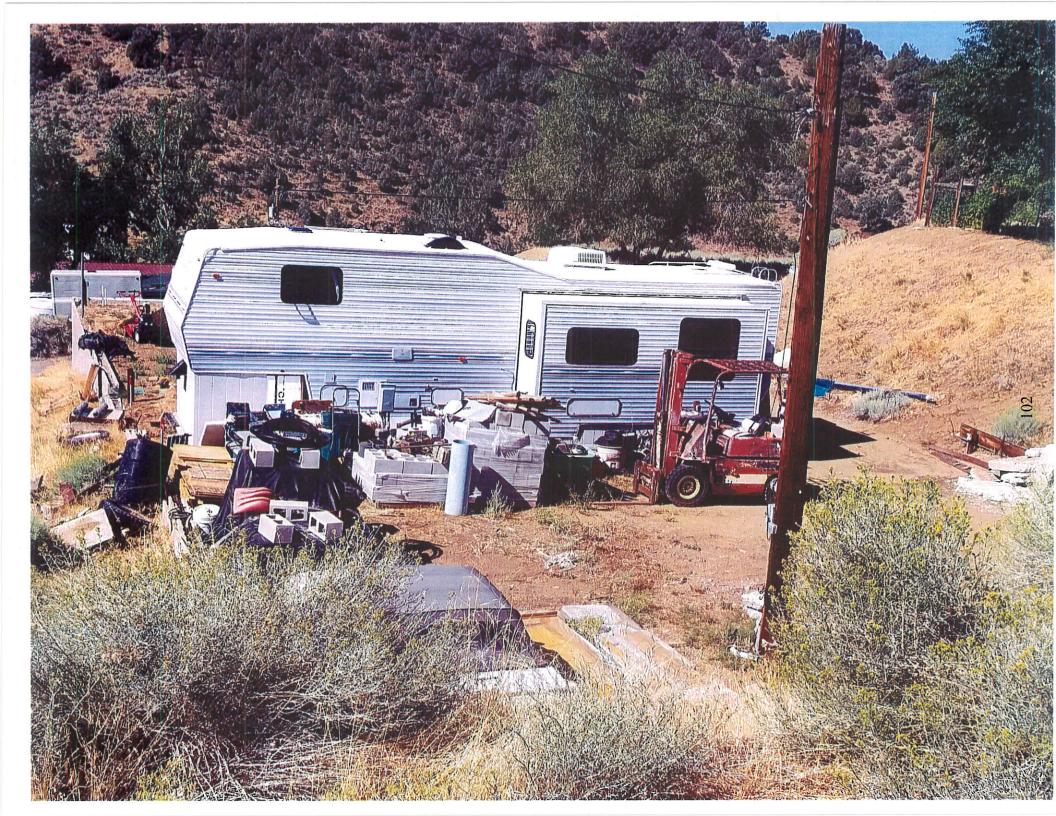
When the owner of the property is constructing a new residence on the lot for his own use, provided such exception is temporary only.

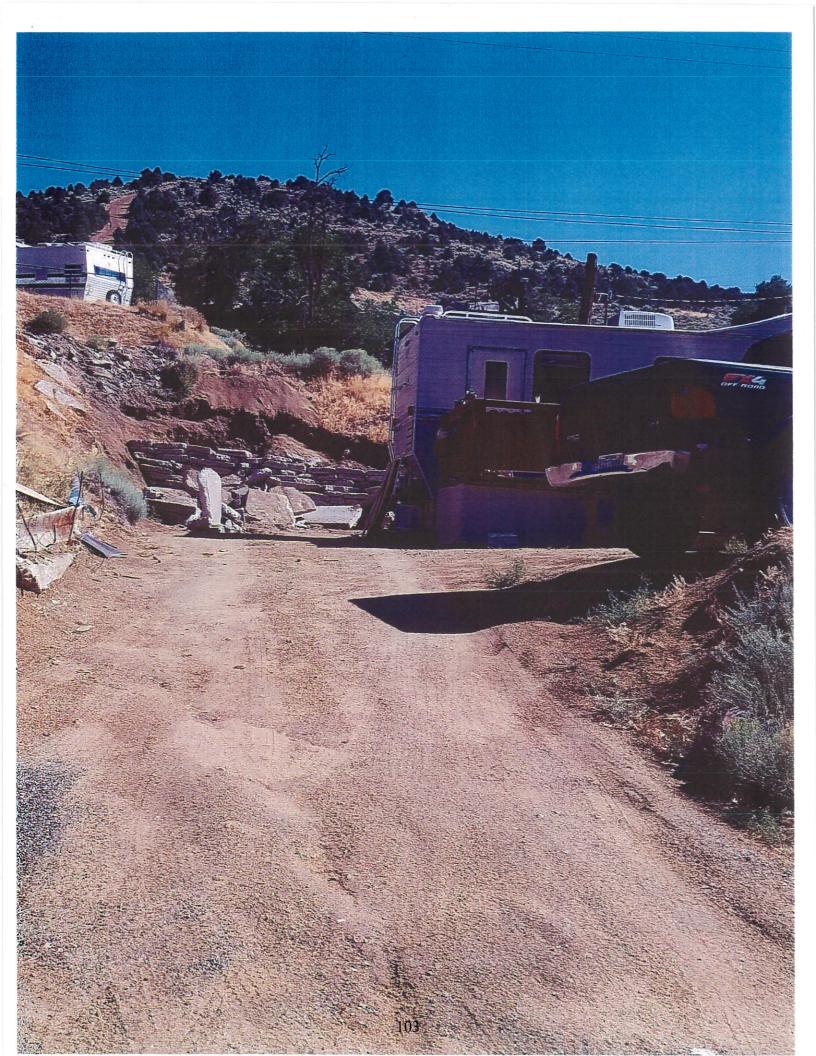
#### В.

Nothing in this chapter shall be construed to include the county parks, state parks, or the camping areas administered by the United States Government nor in any way limit the power of any municipal corporation to prescribe by ordinance for the regulation of sanitary conditions in mobile home parks located within their jurisdiction.

C.







# LANDER COUNTY COMMISSIONERS MEETING 5/24/2018

Agenda Item Number __11__

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

Discussion and possible action to review and approve/disapprove the proposed land transfers of Federal lands to be withdrawn and conveyed to Lander County for the Public Lands Bill, and all other matters properly related thereto.

Public Comment:

Background: Attached

Recommended Action:

Lander County Commission Agenda Request Form	ADER COUNTY	15
COMMISSIONER MEETING DATE <u>03-08-2018</u> 5-24-18	NEVADA Z	
NAME Frank Whitman REPRESENTING		
ADDRESS		
HOME PH <u>775.964.1477</u> work Cell <u>415.519.5361</u> fax		
WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? $_\mathcal{H}$ Orm	e	
WHO WILL BE ATTENDING THE MEETING Frank Whitman		
JOB TITLE Chairman PWAC PH 775.964.	1477	
specific request to be placed on the agenda Review & Possible as Federal lands to be withdrawn and Conveyed to Lander Co Background information Lands Bill through Congress Mark Amodei	pprovai wonty.	<u> </u>
WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? Approve lands to be withdrawn and Conveyed- ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST?		
AMOUNT \$ HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? WHEN?	YES X	NO
HAS THIS ISSUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT HEADS?	YES V	NO
ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST, NOT AT		
THE MEEING: IS ALL THE BACK UP MATERIAL ATTACHED TO THIS AGENDA REQUEST?	YES <u>×</u>	NO
IT THE ITEM IS A CONTRACT AND/OR AGREEMENT, OR REQUIRES LEGAL REVIEW, IT MUST BE REVIEWED BY THE DISTRIC ATTORNEY'S OFFICE PRIOR TO AGENDA SETTING OR IT WILL NOT GO ON THE AGENDA. HAS THE DISTRICTATTORNEY'S OFFICE PROVIDED THE REQUIRED REVIEW? THE COMMISSIONERS RESERVE THE RIGHT TO REJECT OR RECOMMEND TABLIN REQUESTS FOR INSUFFICIENT INFORMATION. ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE: SIGNATURE A MARK Market Maring Condinator DATE 5-8-18		Å
The Lander County Board of Commissioners meets the 2 nd and 4 th Thursday of eac	h month	

Lander County • 50 State Route 305, Battle Mountain, NV 89820 • 775-635-2885 fax-635-5332

#	Property Location	LCAPN	Acres/Size	Current Use	Owner
	Austin				
1	Austin Airport	005 051 02	335 acres	Vacant, adjacent to Austin Airport	BLM
2	Austin Airport	A portion of 005 430 08	The North half of the South half of Sec 25, Township 19N, Range 42E, approximately 160 ac	Vacant, adjacent to Austin Airport	BLM
3	Austin Airport	A portion of 005 440 25	the Southwest quarter of Sec 30, Township 19N, Range 43E excluding that already owned by Lander County, approximately 120 ac and the Northeast quarter of the Northwest quarter of Sec 31, Township 19N, Range 43E, approximately 40 ac	Vacant, adjacent to Austin Airport	BLM
4	Austin Airport	A portion of 006 070 05	the South half of the Northwest quarter of Sec 6, Township 18 N, Range 43 E, approximately 80 ac	Vacant, adjacent to Austin Airport	BLM
5	Old house on Main Street across from museum	001 202 07	.184	Storage & Outside Display of Museum Items	USFS
6	South Reese River Valley water well	006-070-05	SE 1/4 of NE 1/4, Sect. 7, T18N, R43E (approx. 40 acres)	Water source	BLM
7	North Reese River Valley water well	005-440-25	SE 1/4 of SE 1/4, Sect. 15, T19N, R44E (approx. 40 acres)	Water source	BLM
8	Sewer Treatment Plant	005-440-25	NE 1/4, Sect. 15, T19N, R43E (approx. 160 acres)	Sewer plant	BLM
9	Fairgrounds water tank	005-450-22	SE 1/4, Sect. 19, T19N, R44E (approx. 160 acres minus Town)	Water tank	BLM
10	Pony Springs & water tank	005-570-01	N 1/2, Sect. 29, T19N, R44E (approx. 320 acres)	Water source and tank	USFS
11	Marshall Springs and water tank	005-560-01 005-570-01 005-450-01	E 1/2, Sect. 30; SW 1/4, Sect. 29; NW 1/4, Sect. 32; NE 1/4, Sect. 31; T19N, R 44E (approx. 800 acres)	Water source and tank	USFS
#	Property Location	LCAPN	Acres/Size	Current Use	Owner

	Kingston				
12	Kingston Airport	006 340 08	239.88	Airport Runway	BLM
13	South water tank	006-310-07	S 1/2, SW 1/4, Sect. 36, T16N, R43E (approx. 80 acres)	Water tank	USFS
14	Humboldt Street water main and road already goes through & the County dump road transfer station	006-340-07	W 1/2, Sect. 32, T16N, R44E (approx. 320 acres)	Vacant	BLM
15	Los Padres and Inyo Street water main and road already goes through	006-340-07	All of Sect. 29, T 16N, R44E not already in Town boundary:1.NW ¼ of the NW ¼ of Sect. 292.SW ¼ of the NW ¼ of Sect. 293.NE ¼ of the NW ¼ of Sect. 294.SE ¼ of the SE ¼ of Sect. 295.NE ¼ of the SE ¼ of Sect. 296.SW ¼ of the SE ¼ of Sect. 29Six 40 acre pieces:240 acres in total	Vacant	BLM
16	Toiyabe Street water main and road already goes through (part of airport)	006-340-08	N 1/2 of SW 1/4, Sect. 31, T16N, R 44E (approx. 80 acres) NOTE: This is included in #12 above. Approximately 80ac inside the 238.88 acres in the airport request	Vacant	BLM
17	North Bench to square out Town	006-310-07 006-340-07	A portion of 006-310-07: N 1/4, Sect. 36, T 16N, R43E A portion of 006-340-07: N1/2 of NW1/4, Sect. 31, T16N, R44E (approx. 240 acres)		BLM
	Battle Mountain				
18	Parcel east of Battle Mountain Airport	011 190 03	40 acres	Vacant	BLM
19	Water wells and tanks south of town	010-260-23	NW 1/4; W1/2 of NE 1/4; Sect. 36, T 32N, R44E (approx. 240 acres)	Water sources and tanks	BLM
20	Water wells and tanks south of town	010-430-12	Sect. 1; Sect 2; Sect. 10; NW 1/4, Sect. 11; NW 1/4 Sect. 15; T31N, R44E (approx. 2,240 acres)	Water sources and tanks	BLM
21	West of 305, south of Newmont Mine Road	007-010-02 007-190-02 007-290-03	Approximately 16,640 acres         A portion of LCAPN 007 010 02:       30N 42E Sections: 13, 23, 24, 26, 27, 33, 34         A portion of LCAPN 007 190 02:       29N 42E Sections: 4, 5, 7, 8, 9, 17, 18, 19, 29N 41E Sections: 24, 25, 26, 34, 35         A portion of LCAPN 007 290 03:       28N 41E Sections: 3, 4, 8, 9, 17, 18	Vacant	BLM
#					
	Property Location	LCAPN	Acres/Size	Current Use	Owner

	Facilities in Lander County that serve Eureka County,				
	Crescent Valley				
	Water treatment plant, water well, water tanks, in			Water source,	
22	Lander County serving	007-250-07	NE 1/4, Sect. 6, T29N, R48E (approx. 160 acres in Lander County on Eureka County line)	treatment, tanks	BLM
	Crescent Valley				

#	Property Location	LCAPN	Acres/Size	Current Use	Owner
	Austin				
1	Austin Airport	005 051 02	335 acres	Vacant, adjacent to Austin Airport	BLM
2	Austin Airport	A portion of 005 430 08	The North half of the South half of Sec 25, Township 19N, Range 42E, approximately 160 ac	Vacant, adjacent to Austin Airport	BLM
3	Austin Airport	A portion of 005 440 25	the Southwest quarter of Sec 30, Township 19N, Range 43E excluding that already owned by Lander County, approximately 120 ac and the Northeast quarter of the Northwest quarter of Sec 31, Township 19N, Range 43E, approximately 40 ac	Vacant, adjacent to Austin Airport	BLM
4	Austin Airport	A portion of 006 070 05	the South half of the Northwest quarter of Sec 6, Township 18 N, Range 43 E, approximately 80 ac	Vacant, adjacent to Austin Airport	BLM
5	Old house on Main Street across from museum	001 202 07	.184	Storage & Outside Display of Museum Items	USFS
6	South Reese River Valley water well	006-070-05	SE 1/4 of NE 1/4, Sect. 7, T18N, R43E (approx. 40 acres)	Water source	BLM
7	North Reese River Valley water well	005-440-25	SE 1/4 of SE 1/4, Sect. 15, T19N, R44E (approx. 40 acres)	Water source	BLM
8	Sewer Treatment Plant	005-440-25	NE 1/4, Sect. 15, T19N, R43E (approx. 160 acres)	Sewer plant	BLM
9	Fairgrounds water tank	005-450-22	SE 1/4, Sect. 19, T19N, R44E (approx. 160 acres minus Town)	Water tank	BLM
10	Pony Springs & water tank	005-570-01	N 1/2, Sect. 29, T19N, R44E (approx. 320 acres)	Water source and tank	USFS
11	Marshall Springs and water tank	005-560-01 005-570-01 005-450-01	E 1/2, Sect. 30; SW 1/4, Sect. 29; NW 1/4, Sect. 32; NE 1/4, Sect. 31; T19N, R 44E (approx. 800 acres)	Water source and tank	USFS

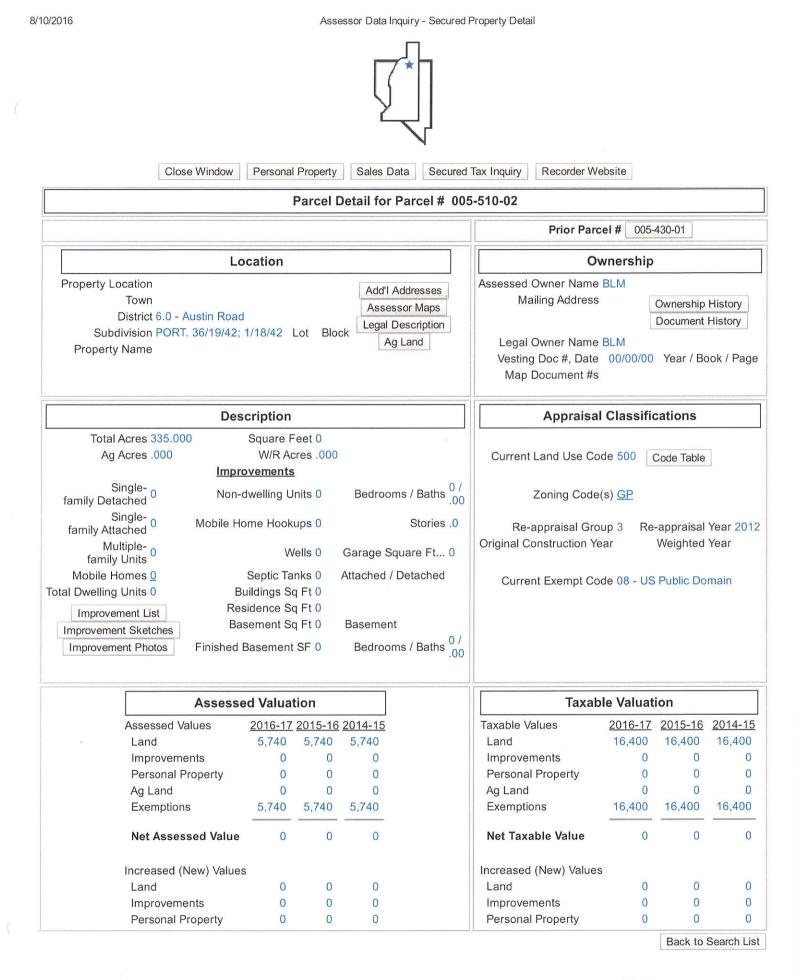
### #1

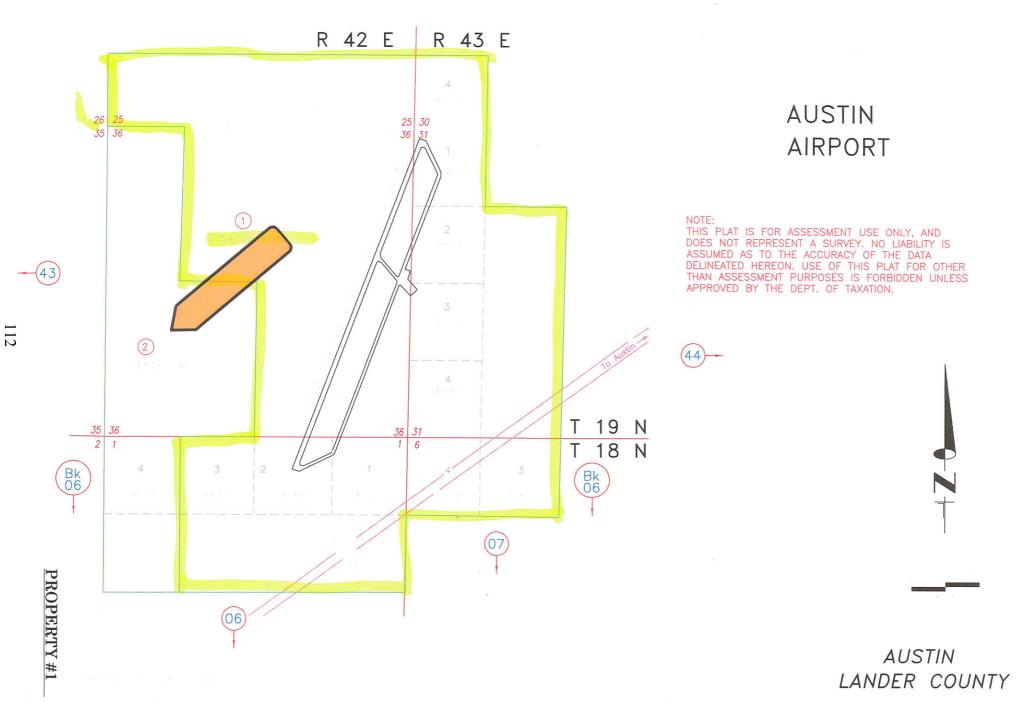
## Austin Airport

#### $005\ 051\ 02$

#### 335 acres

Vacant, adjacent to Austin Airport





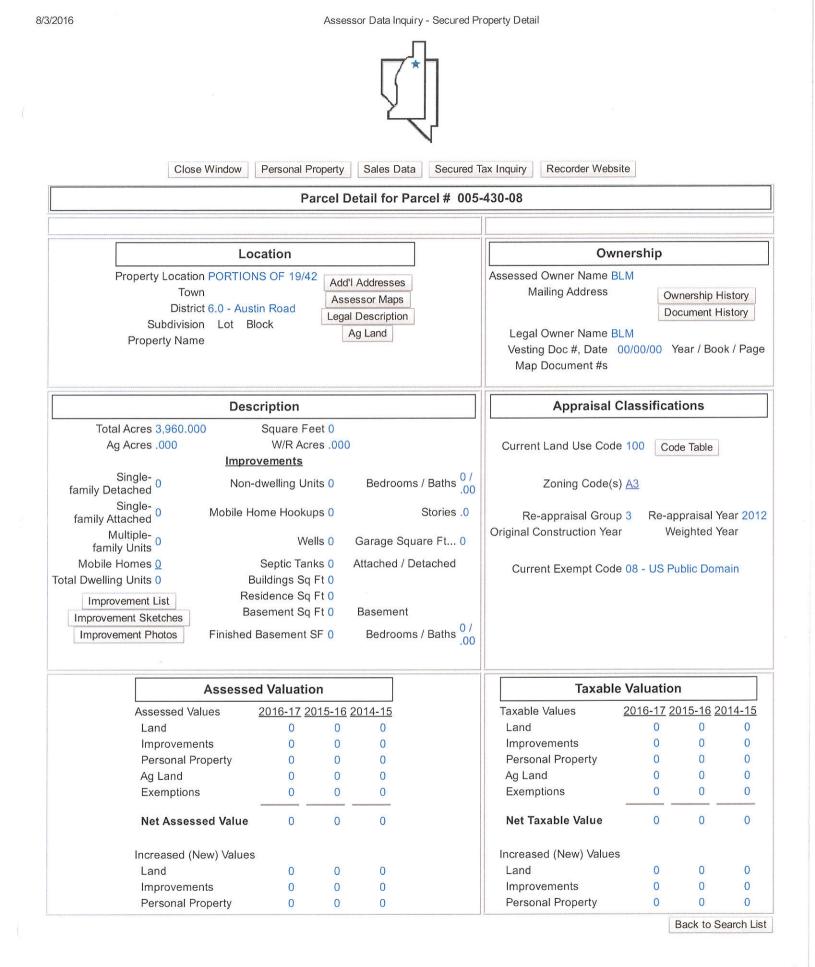
05-51

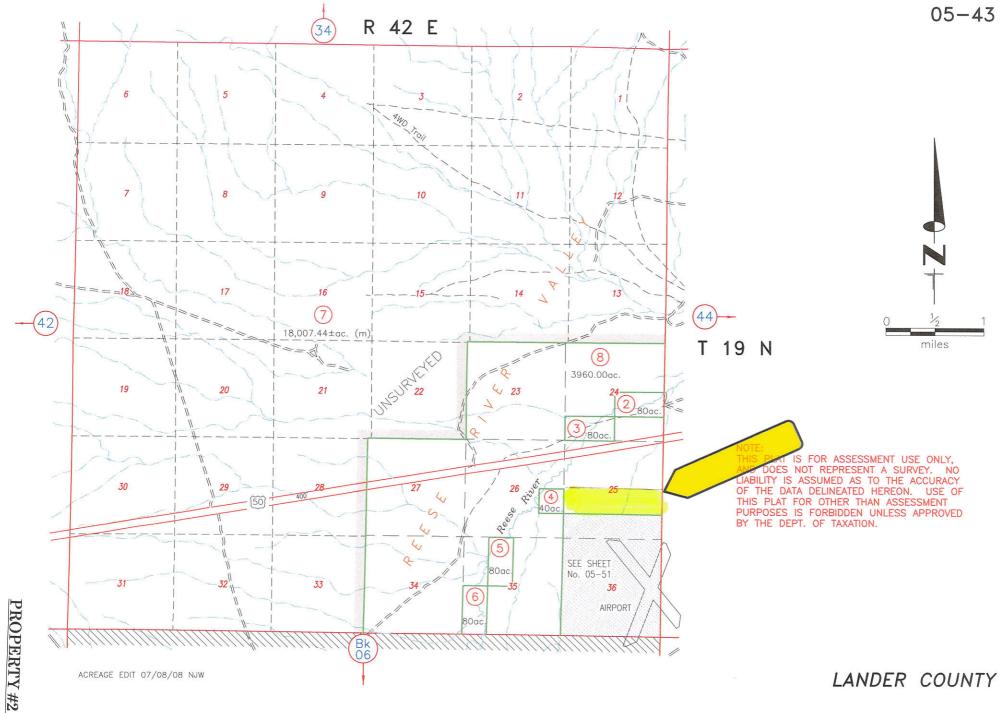
# Austin Airport

# A portion of 005 430 08 The N 1/2 of the S 1/2 of Sec 25, Township 19N, Range 42E

160 acres

Vacant, adjacent to Austin Airport





### Austin Airport

#3

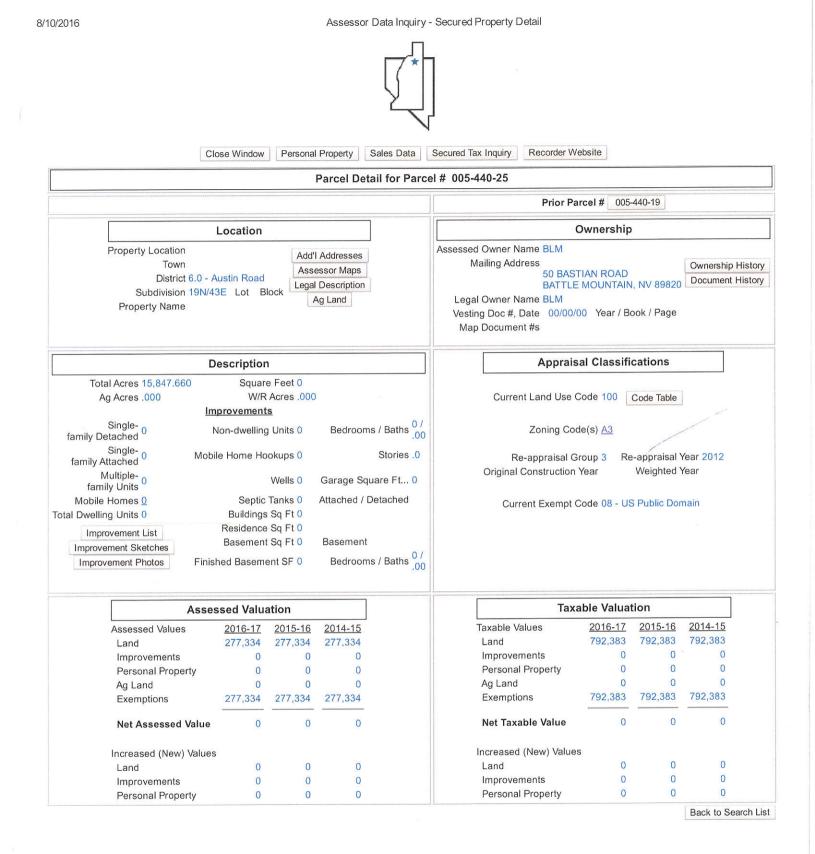
### A portion of 005 440 25

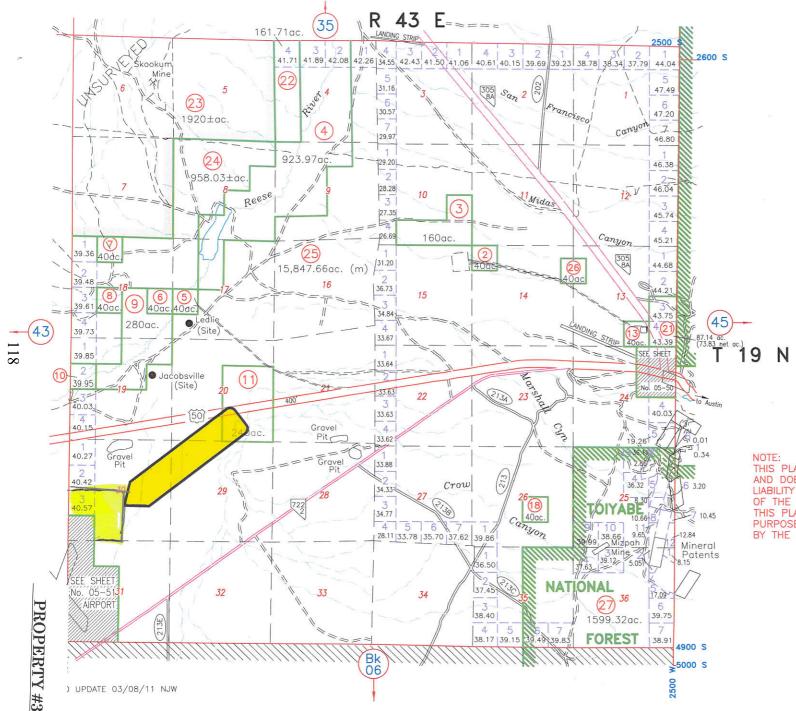
SW 1/4 of Sec 30, Township 19N, Range 43E excluding that already owned by Lander County, approximately 120 ac

and NE 1/4 of the NW 1/4 of Sec 31, Township 19N, Range 43E, approximately 40 ac

160 acres

Vacant, adjacent to Austin Airport

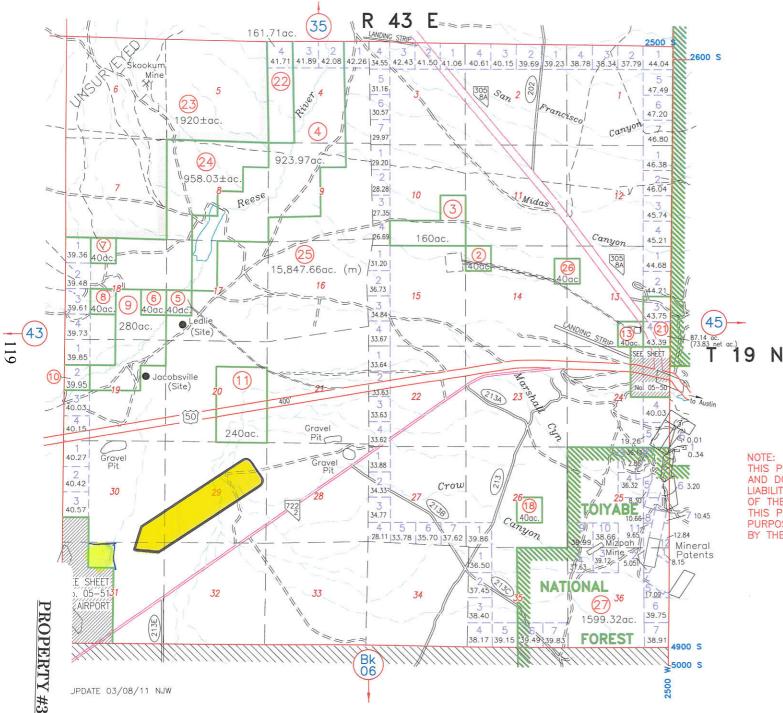






THIS PLAT IS FOR ASSESSMENT USE ONLY, AND DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE ACCURACY OF THE DATA DELINEATED HEREON. USE OF THIS PLAT FOR OTHER THAN ASSESSMENT PURPOSES IS FORBIDDEN UNLESS APPROVED BY THE DEPT. OF TAXATION.

LANDER COUNTY





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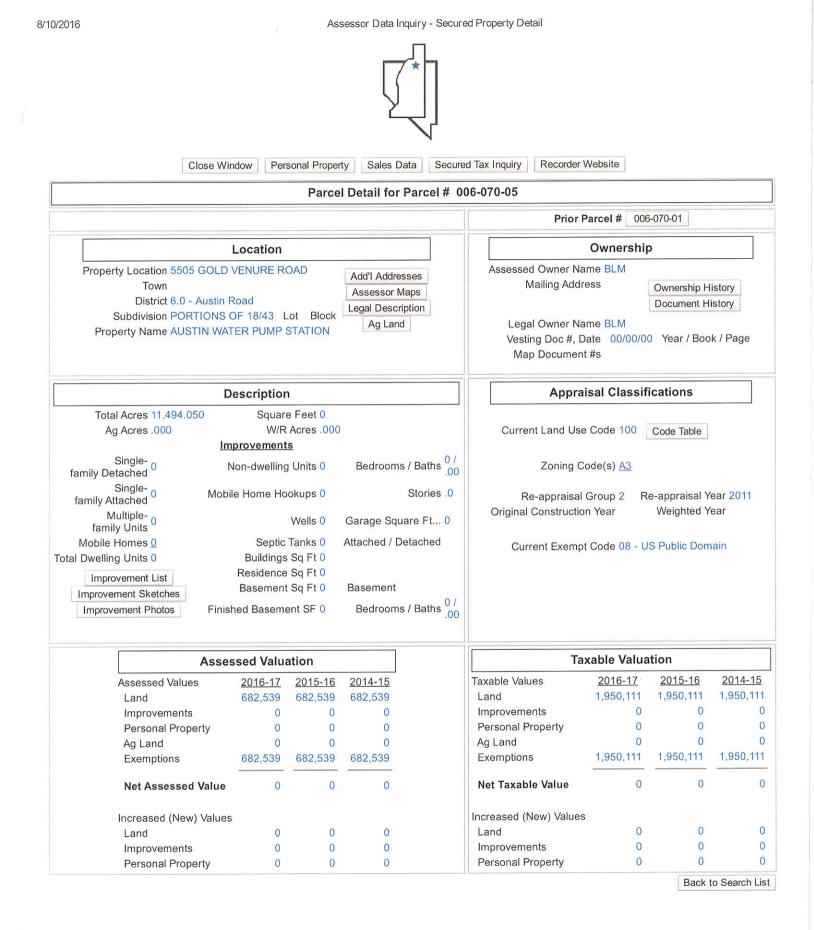
LANDER COUNTY

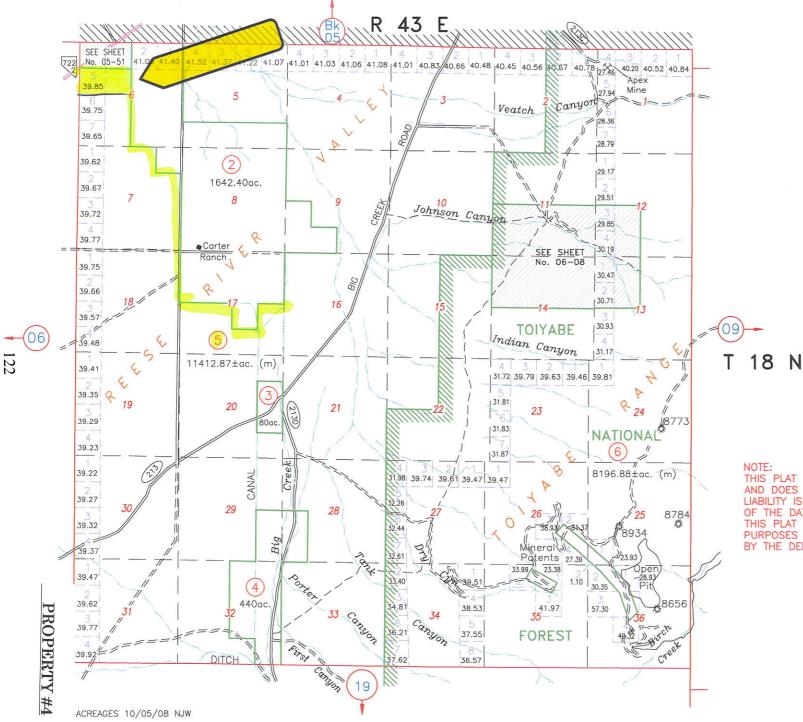
### Austin Airport

A portion of 006 070 05 the South half of the Northwest quarter of Sec 6, Township 18 N, Range 43 E

80 acres

Vacant, adjacent to Austin Airport







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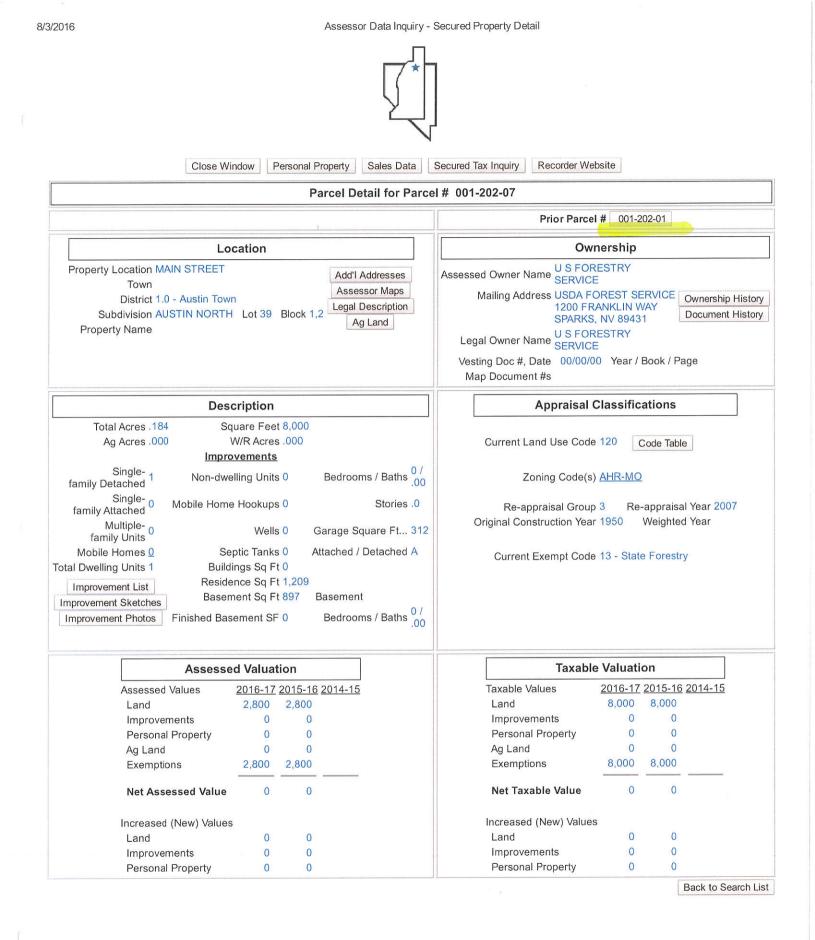
LANDER COUNTY

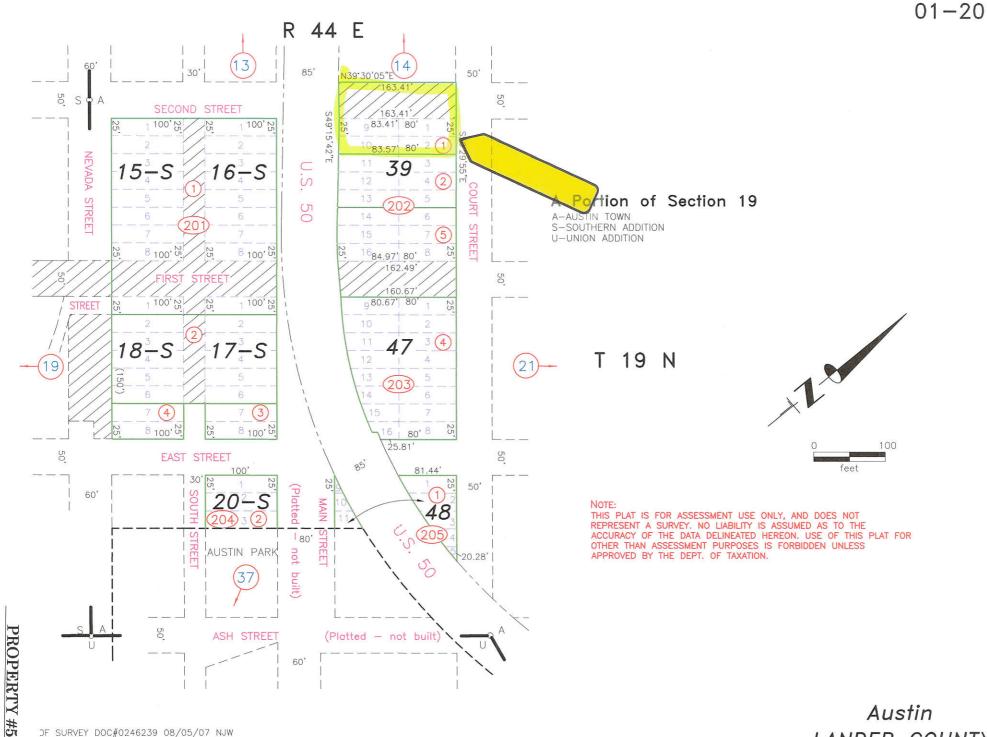
# Old house on Main Street across from museum

001 202 07

.184 acre

Storage & Outside Display of Museum Items





OF SURVEY DOC#0246239 08/05/07 NJW

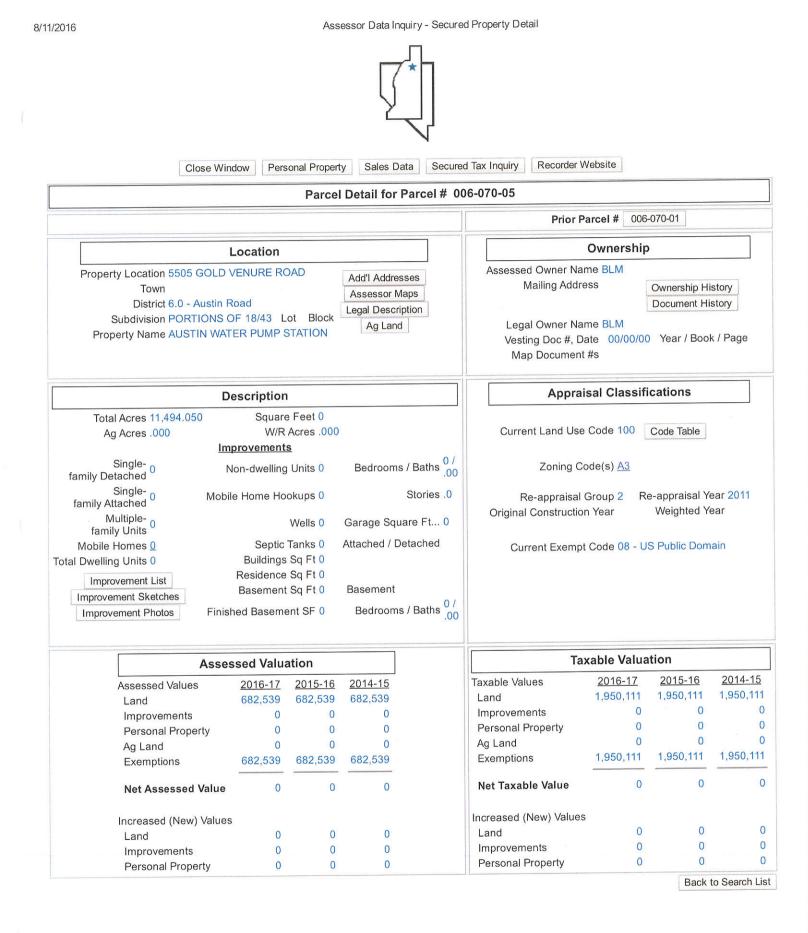
LANDER COUNTY

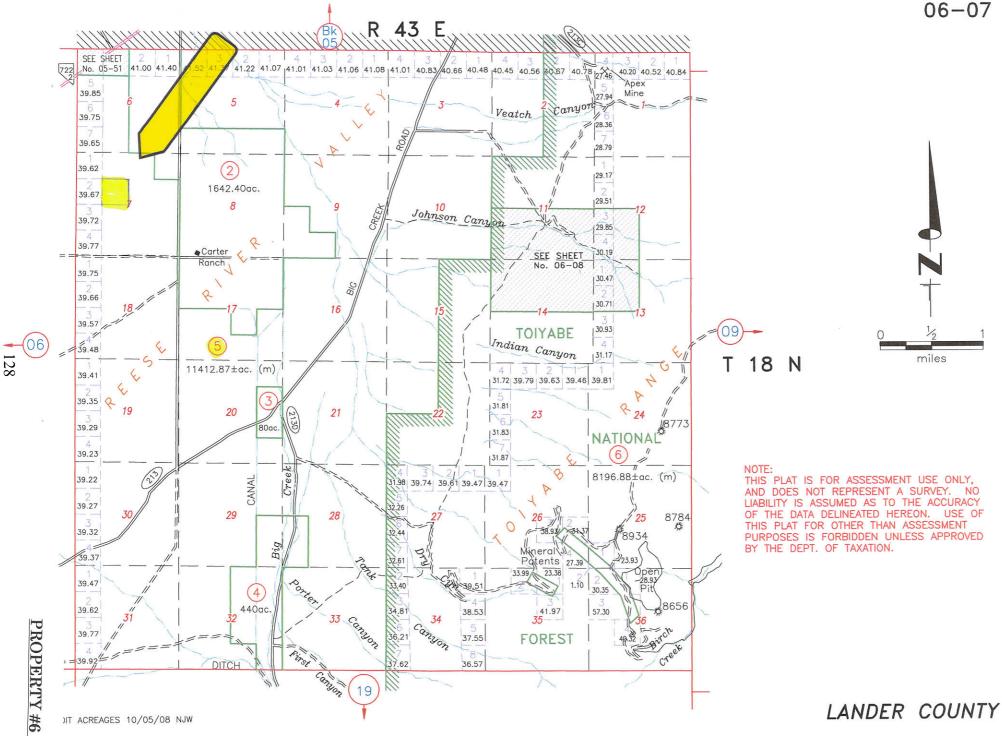
# South (Upper) Reese River Valley water well

006-070-05 SE 1/4 of NE 1/4, Sect. 7, T18N, R43E

approx. 40 acres

Water source





# North (Upper) Reese River Valley water well

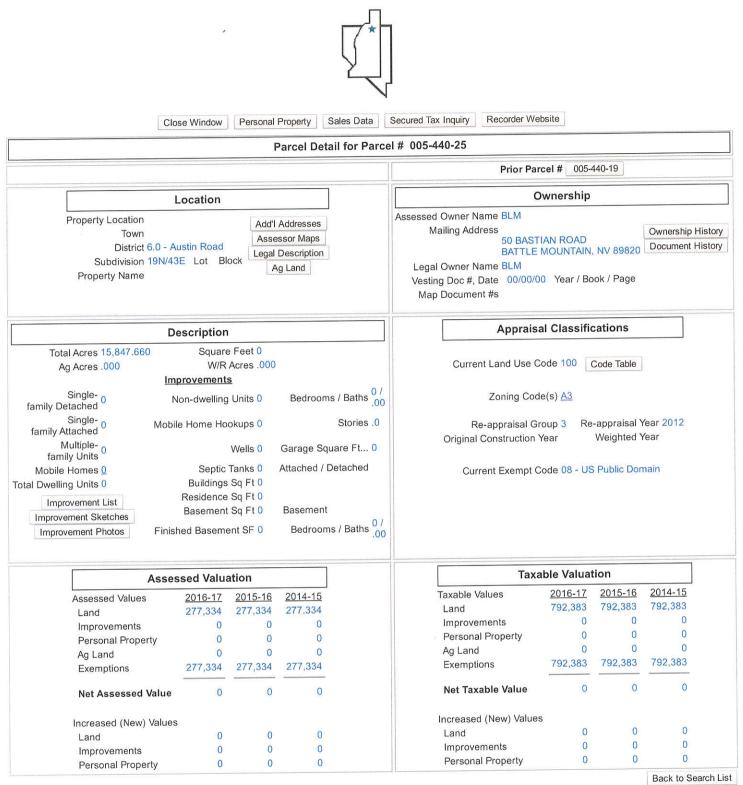
 $\begin{array}{c} 005\text{-}440\text{-}25\\ \text{SE 1/4 of SE 1/4, Sect. 15, T19N, R44E} \end{array}$ 

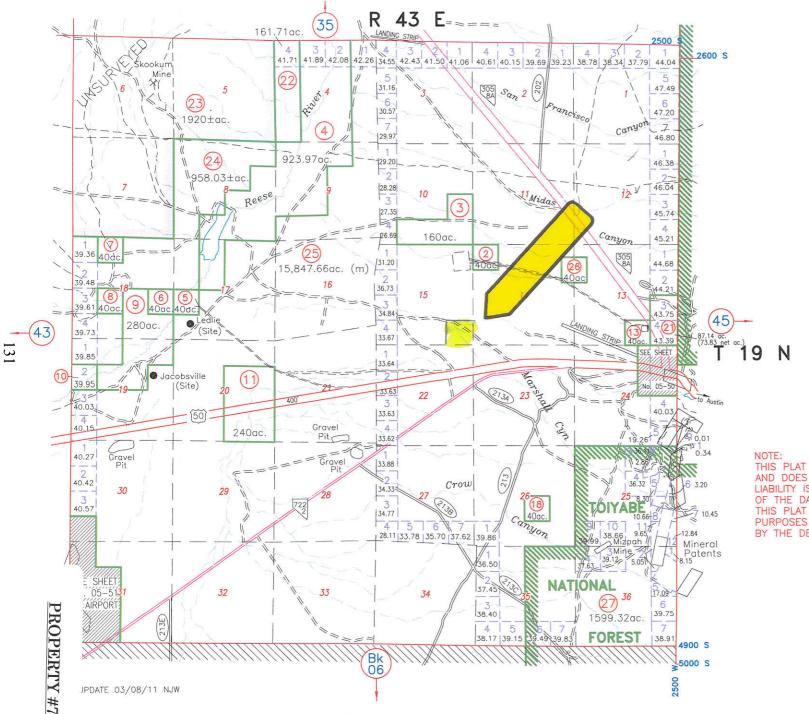
approx. 40 acres

Water source



#### Assessor Data Inquiry - Secured Property Detail







05 - 44

THIS PLAT IS FOR ASSESSMENT USE ONLY, AND DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE ACCURACY OF THE DATA DELINEATED HEREON. USE OF THIS PLAT FOR OTHER THAN ASSESSMENT PURPOSES IS FORBIDDEN UNLESS APPROVED BY THE DEPT. OF TAXATION.

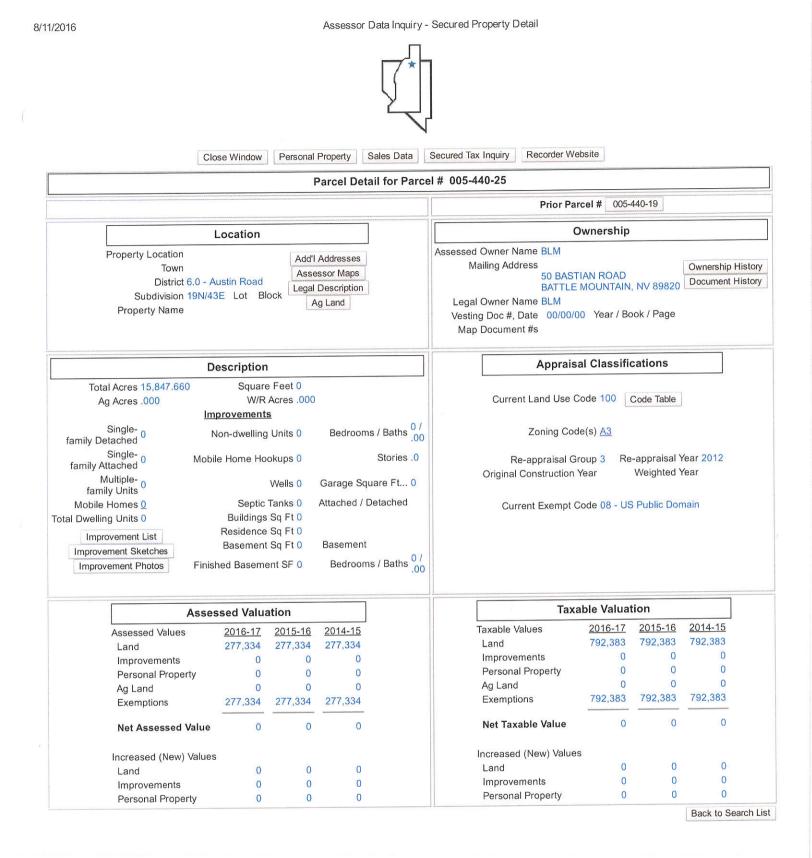
LANDER COUNTY

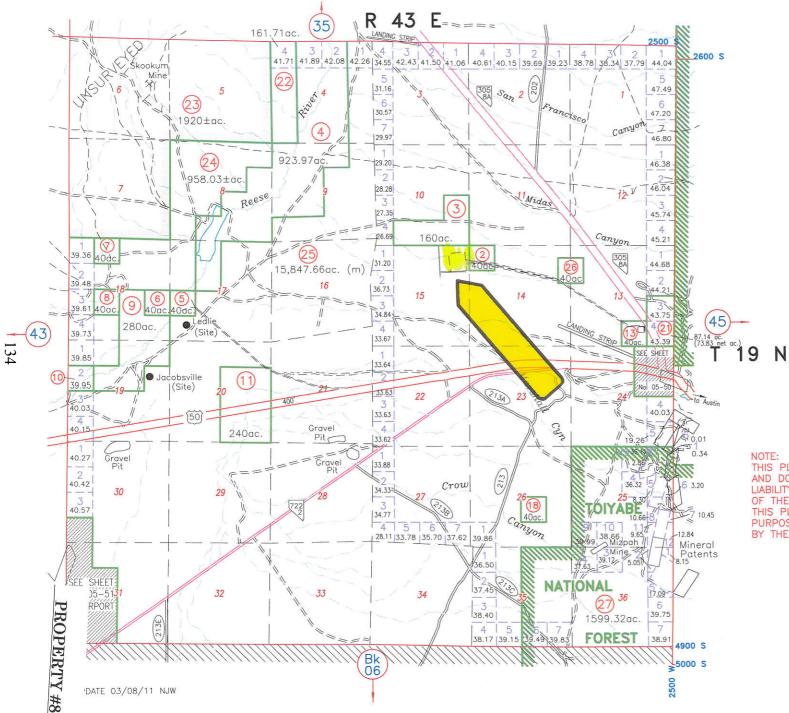
# Sewer Treatment Plant

005-440-25

NE 1/4, Sect. 15, T19N, R43E (approx. 160 acres)

Sewer plant





05 - 44

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LANDER COUNTY

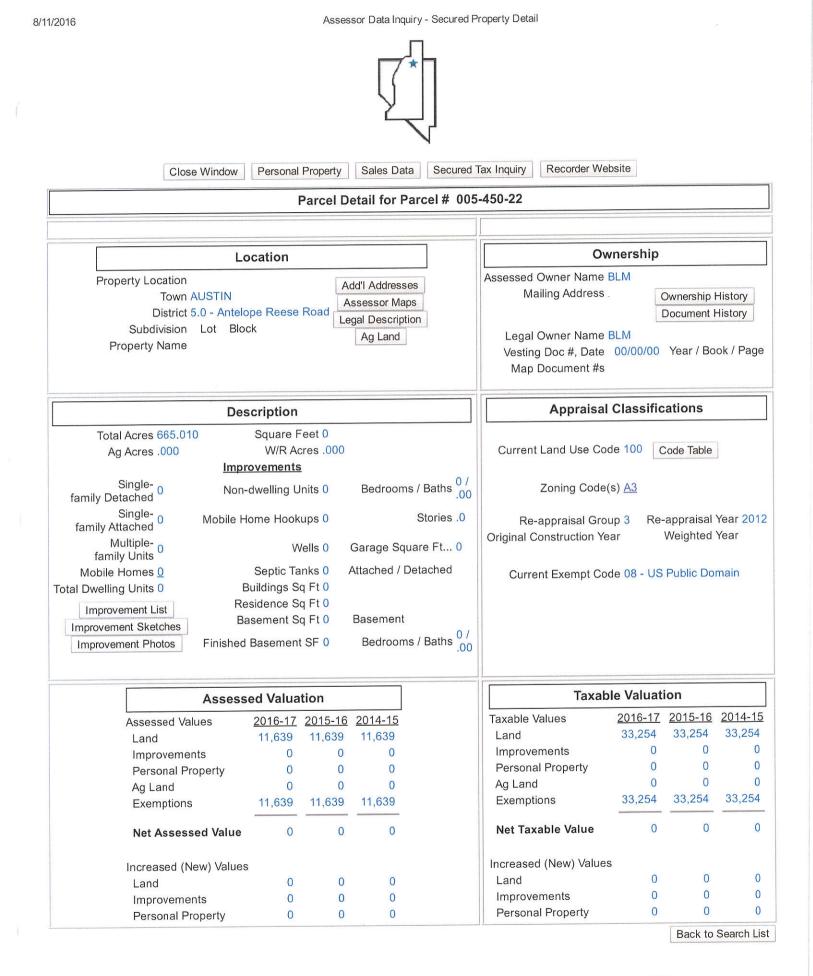
# Fairgrounds water tank

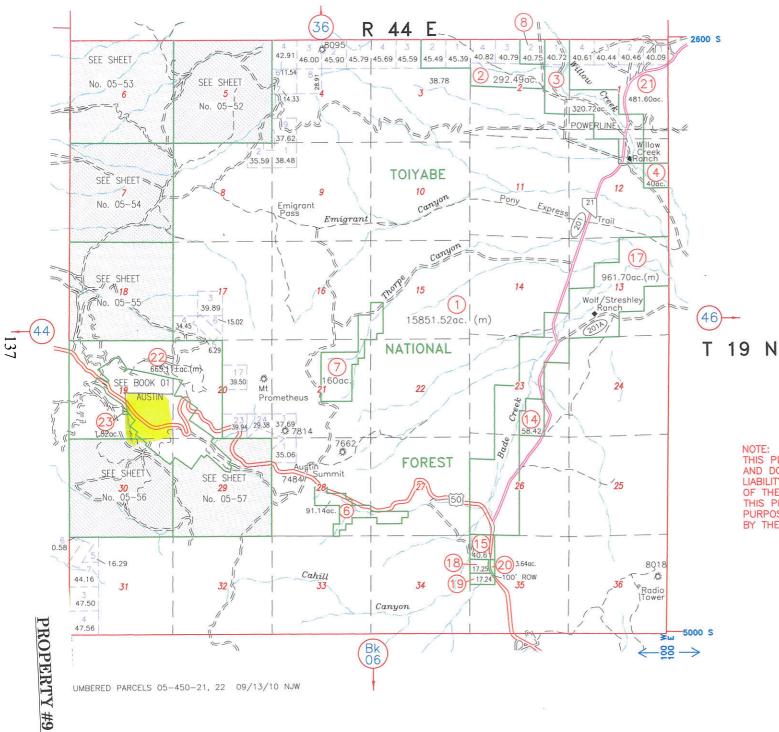
### 005-450-22

SE 1/4, Sect. 19, T19N, R44E

(approx. 160 acres minus Town)

Water tank

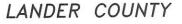






05 - 45

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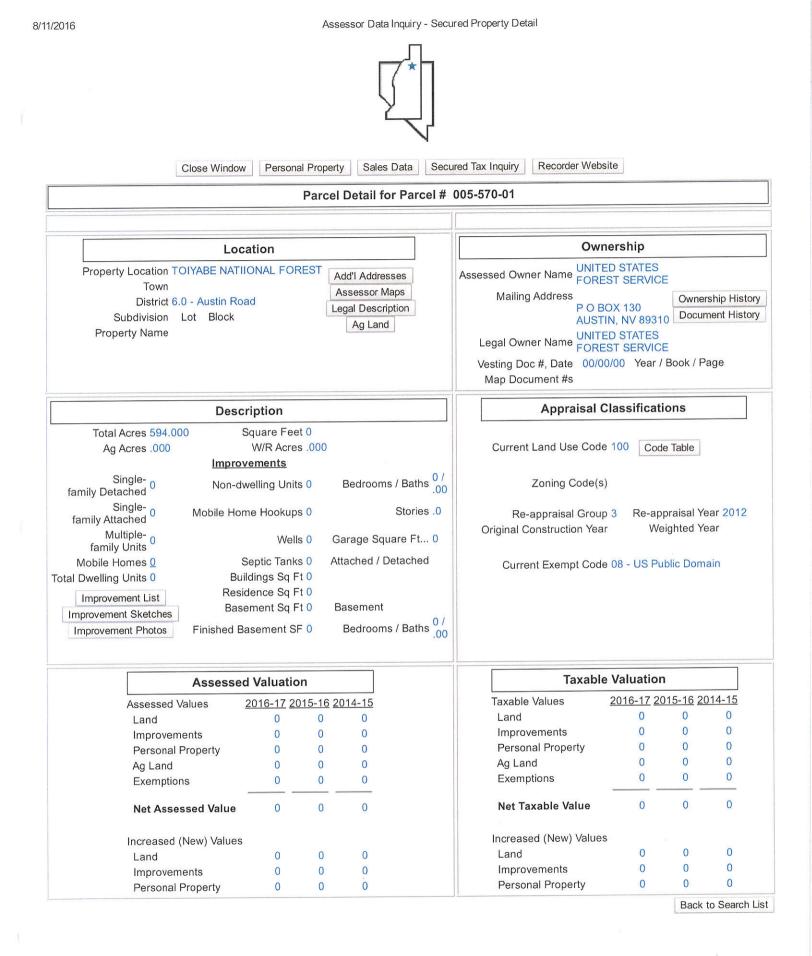
# Pony Springs & water tank

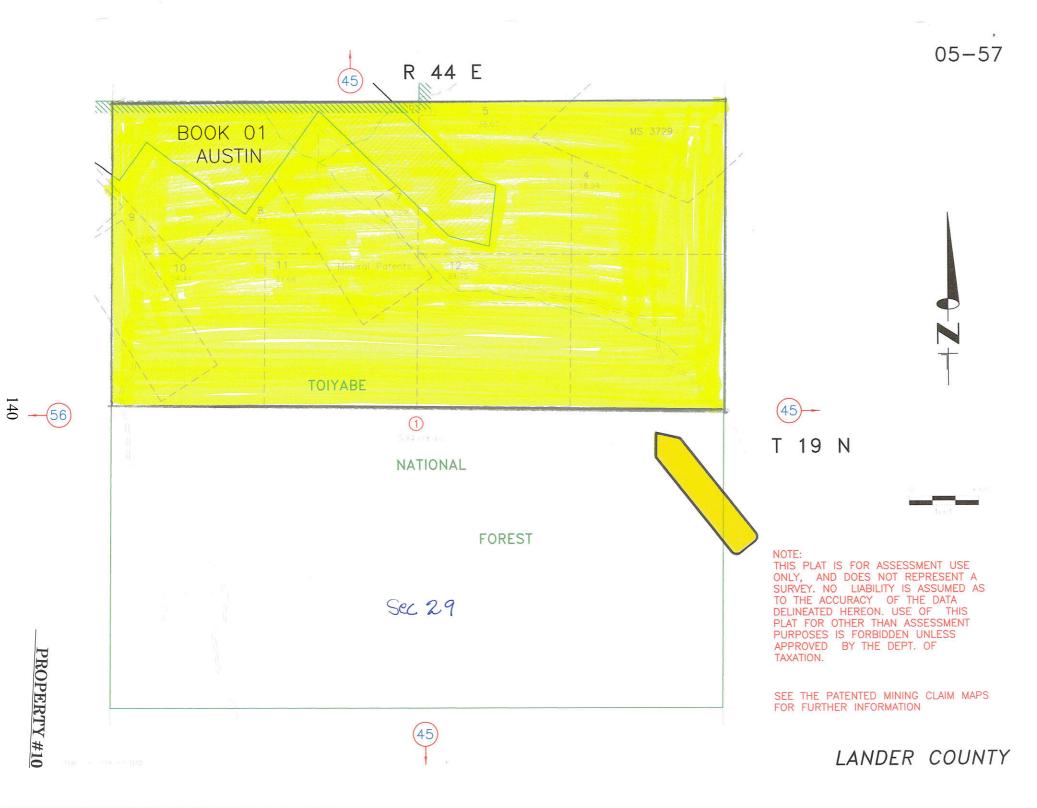
### 005-570-01

N1/2, Sect. 29, T19N, R44E

(approx. 320 acres)

Water source and tank





# Marshall Springs and water tank

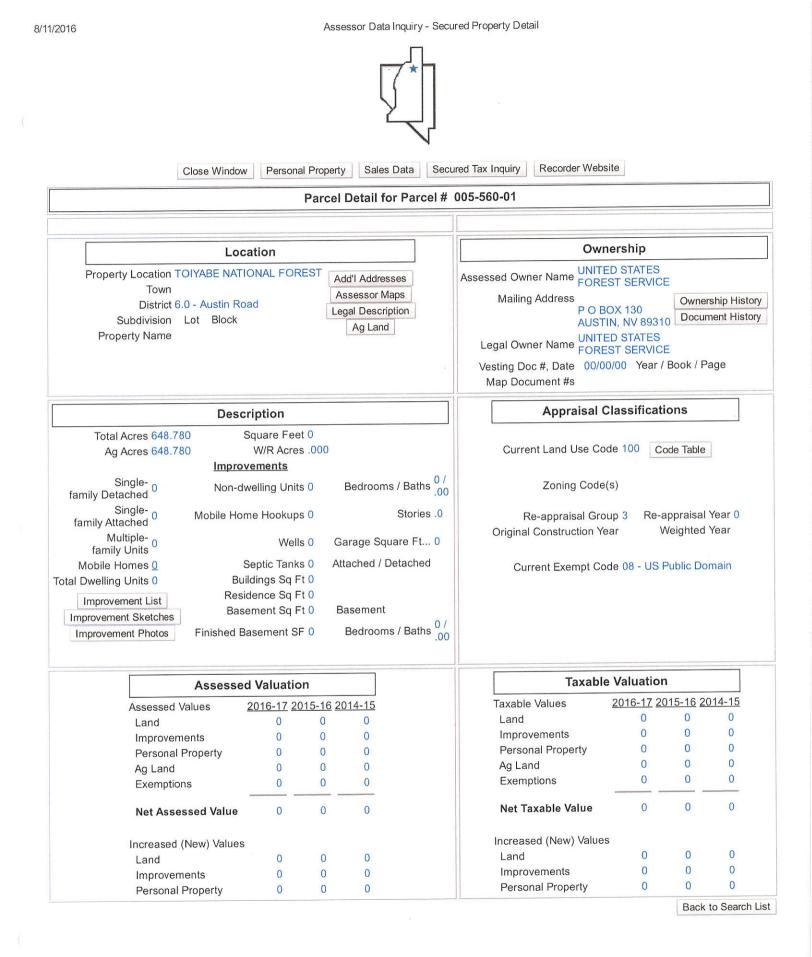
005-560-01 E 1/2, Sect. 30; T19N, R 44E

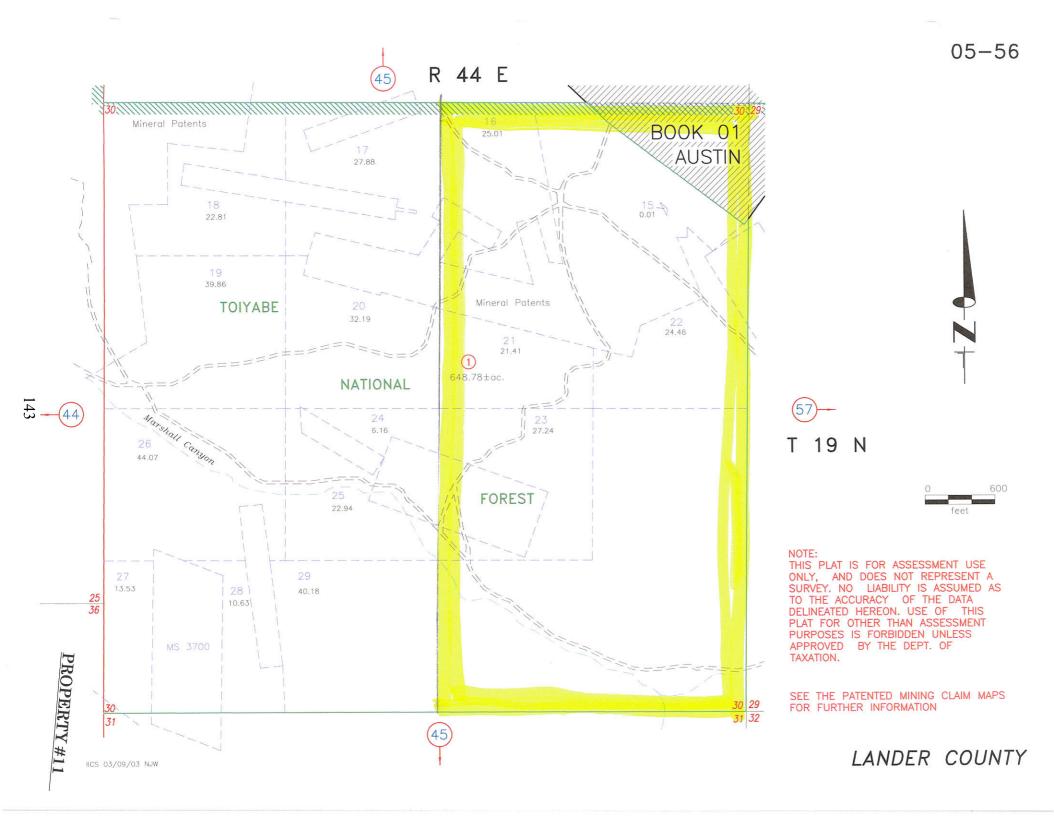
005-570-01 SW 1/4 Sect. 29; T19N, R 44E

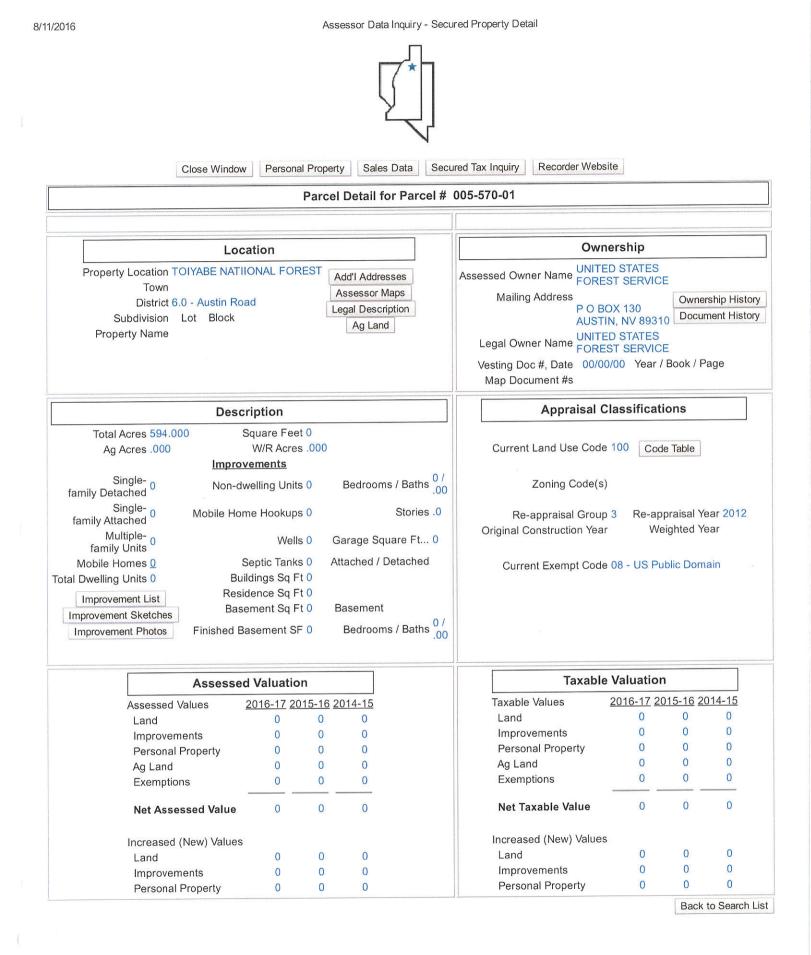
005-450-01 NW 1/4, Sect. 32, & NE 1/4, Sect. 31; T19N, R 44E

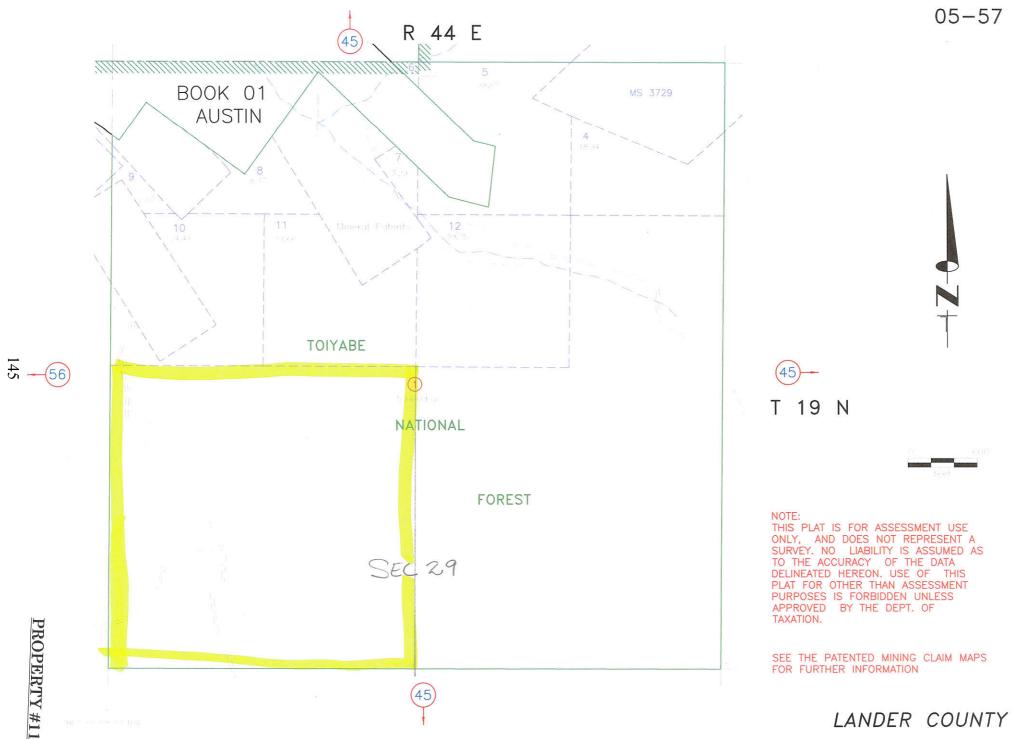
(approx. 800 acres)

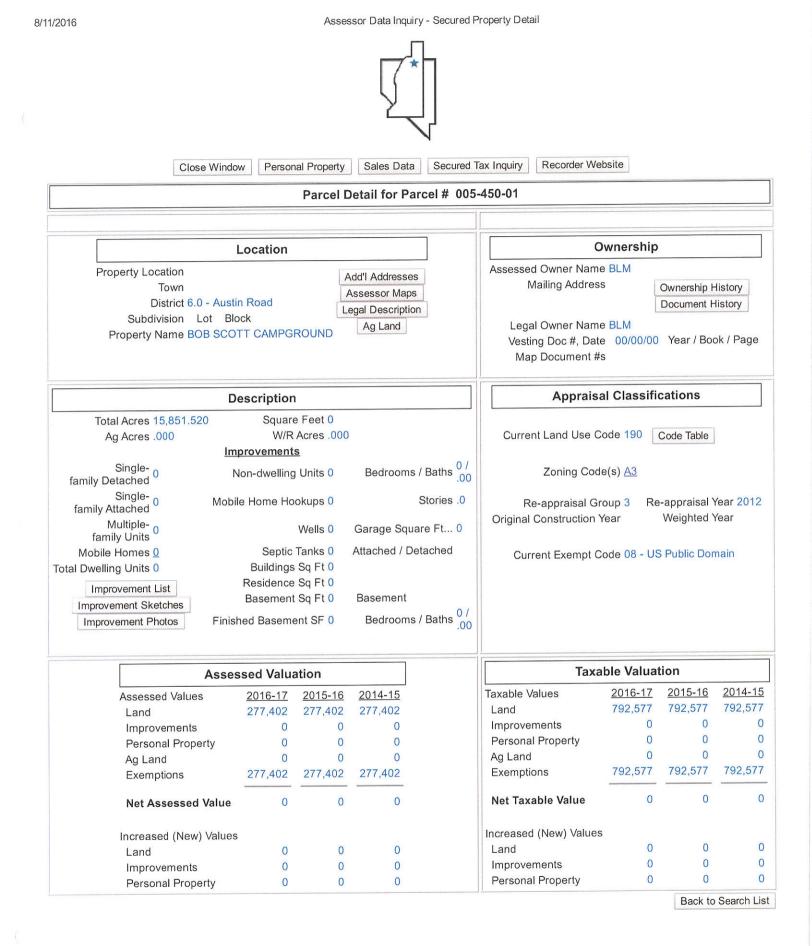
Water source and tank

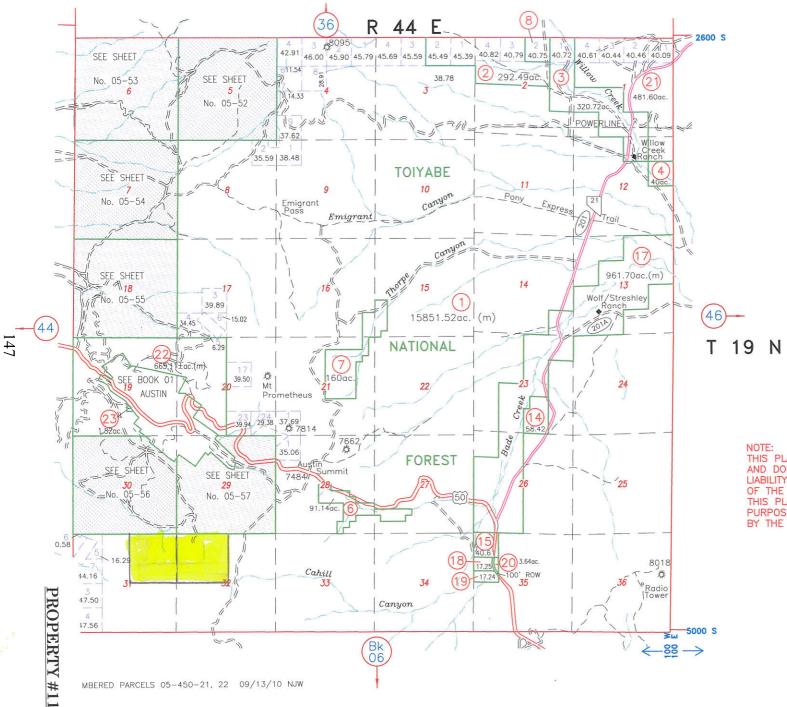






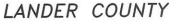






05 - 45

THIS PLAT IS FOR ASSESSMENT USE ONLY, AND DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE ACCURACY OF THE DATA DELINEATED HEREON. USE OF THIS PLAT FOR OTHER THAN ASSESSMENT PURPOSES IS FORBIDDEN UNLESS APPROVED BY THE DEPT. OF TAXATION.



# Proposed Land Transfer: Barrick/Lander County

Page 2 of 3

Prope	Property Location	LCAPN	Acres/Size	Current Use	Owner
Kin	Kingston				
King	Kingston Airport	006 340 08	239.88	Airport Runway	BLM
Sout	South water tank	006-310-07	S 1/2, SW 1/4, Sect. 36, T16N, R43E (approx. 80 acres)	Water tank	USFS
ain al thro	Humboldt Street water main and road already goes through & the County dump road transfer station	006-340-07	W 1/2, Sect. 32, T16N, R44E (approx. 320 acres)	Vacant	BLM
Padr vater Iread	Los Padres and Inyo Street water main and road already goes through	006-340-07	All of Sect. 29, T 16N, R44E not already in Town boundary: 1. NW ¼ of the NW ¼ of Sect. 29 2. SW ¼ of the NW ¼ of Sect. 29 3. NE ¼ of the NW ¼ of Sect. 29 4. SE ¼ of the SE ¼ of Sect. 29 5. NE ¼ of the SE ¼ of Sect. 29 6. SW ¼ of the SE ¼ of Sect. 29 Six 40 acre pieces: 240 acres in total	Vacant	BLM
/abe nd ro ough	Toiyabe Street water main and road already goes through (part of airport)	006-340-08	N 1/2 of SW 1/4, Sect. 31, T16N, R 44E (approx. 80 acres) NOTE: This is included in #12 above. Approximately 80ac inside the 238.88 acres in the airport request	Vacant	BLM
th Be	North Bench to square out Town	006-310-07 006-340-07	A portion of 006-310-07: N 1/4, Sect. 36, T 16N, R43E A portion of 006-340-07: N1/2 of NW1/4, Sect. 31, T16N, R44E (approx. 240 acres)		BLM
ittl	Battle Mountain				
Parce Mo	Parcel east of Battle Mountain Airport	011 190 03	40 acres	Vacant	BLM
Vater	Water wells and tanks south of town	010-260-23	NW 1/4; W1/2 of NE 1/4; Sect. 36, T 32N, R44E (approx. 240 acres)	Water sources and tanks	BLM
Vater	Water wells and tanks south of town	010-430-12	Sect. 1; Sect 2; Sect. 10; NW 1/4, Sect. 11; NW 1/4 Sect. 15; T31N, R44E (approx. 2,240 acres)	Water sources and tanks	BLM
Nest Vewr	West of 305, south of Newmont Mine Road	007-010-02 007-190-02 007-290-03	Approximately 16,640 acres A portion of LCAPN 007 010 02: 30N 42E Sections: 13, 23, 24, 26, 27, 33, 34 A portion of LCAPN 007 190 02: 29N 42E Sections: 4, 5, 7, 8, 9, 17, 18, 19, 29N 41E Sections: 24, 25, 26, 34, 35 A portion of LCAPN 007 290 03: 28N 41E Sections: 3, 4, 8, 9, 17, 18	Vacant	BLM

Proposed Land Transfer: Barrick/Lander County

Page 3 of 3

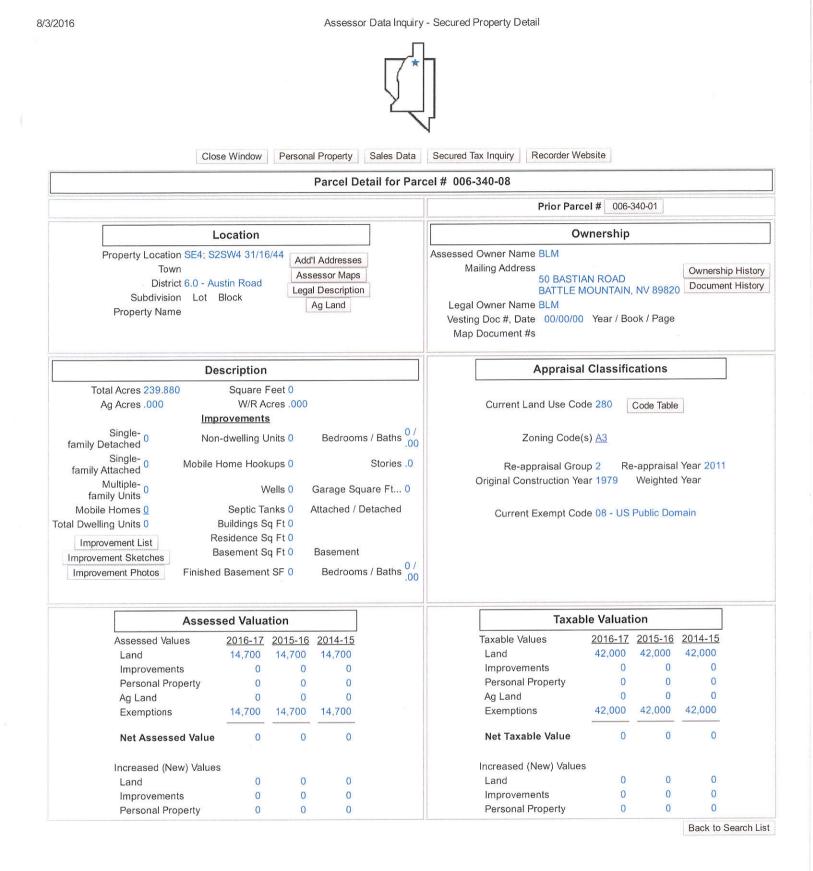
	Owner	BLM	
	Current Use	Water source, treatment, tanks	
	Acres/Size	NE 1/4, Sect. 6, T29N, R48E (approx. 160 acres in Lander County on Eureka County line)	
	LCAPN	007-250-07	
	Property Location	Facilities in Lander County that serve Eureka County, Crescent Valley Water treatment plant, water well, water tanks, in Lander County serving Crescent Valley	
#		22	

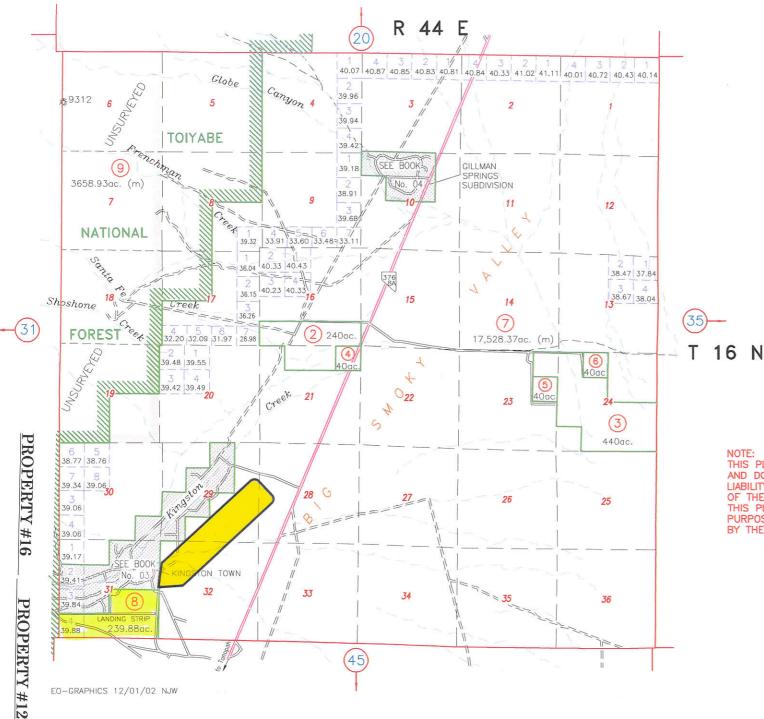
# Kingston Airport

## 006 340 08

239.88 acres

Airport Runway





152

miles

#### NOTE:

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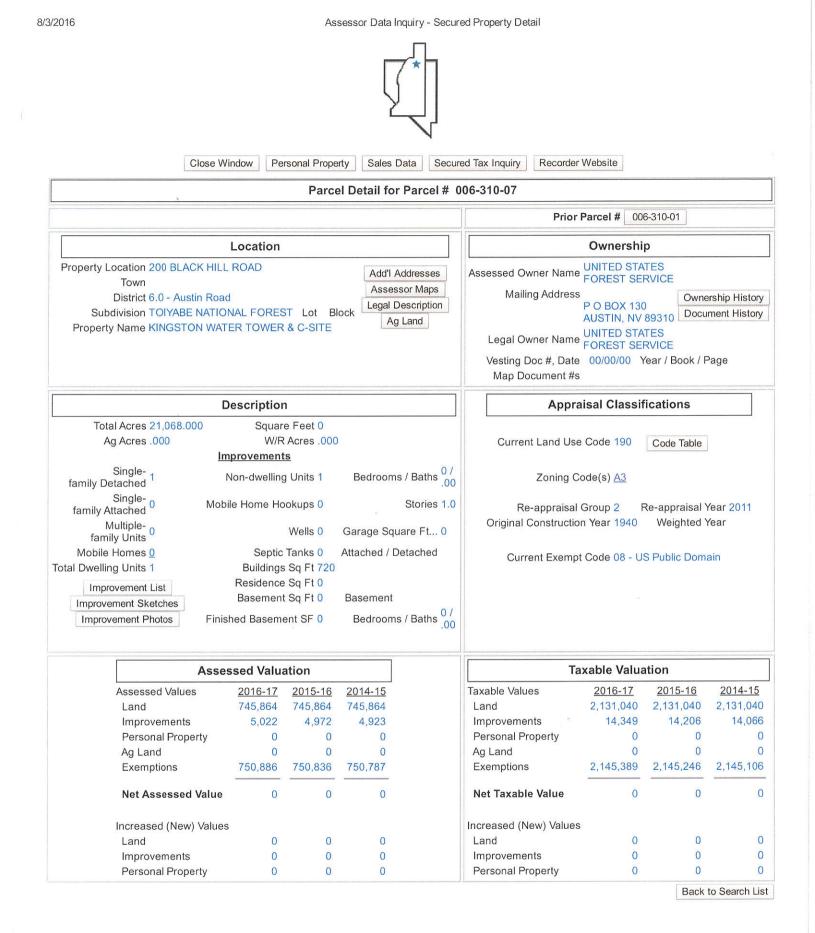
LANDER COUNTY

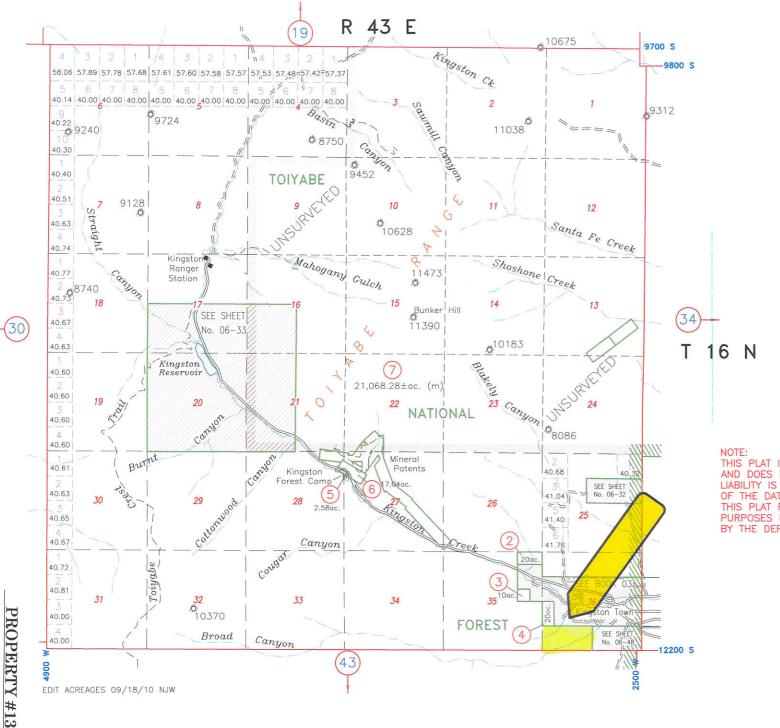
# South water tank

006-310-07 S1/2, SW 1/4, Sect. 36, T16N, R43E

approx. 80 acres

Water tank







06 - 31

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LANDER COUNTY

# Humboldt Street water main and road already goes through & the County dump road transfer station

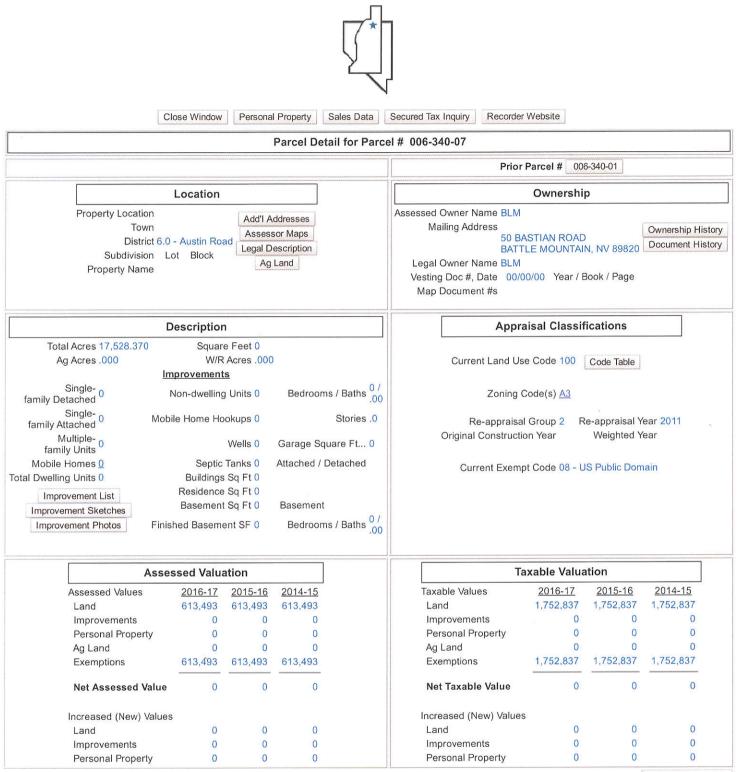
006-340-07 W 1/2, Sect. 32, T16N, R44E

(approx. 320 acres)

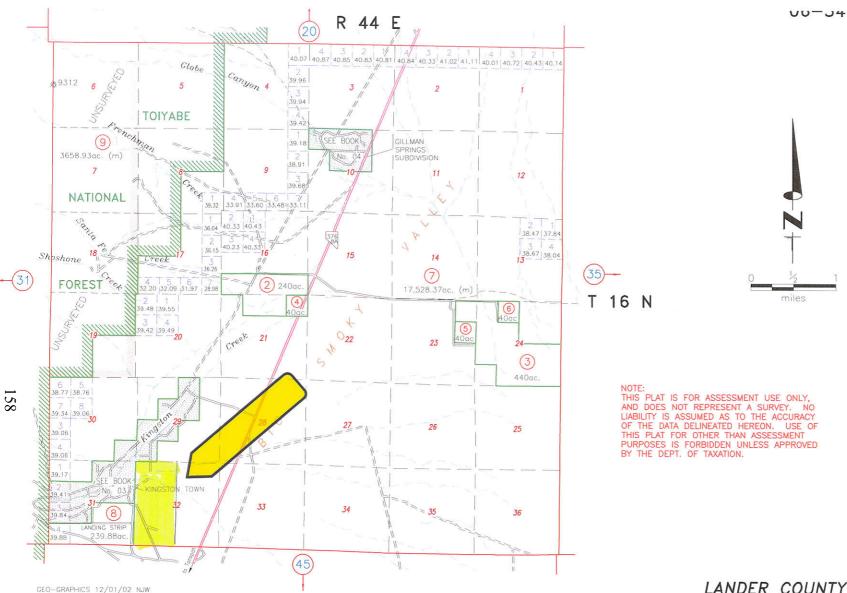
Vacant



#### Assessor Data Inquiry - Secured Property Detail



Back to Search List



## LANDER COUNTY

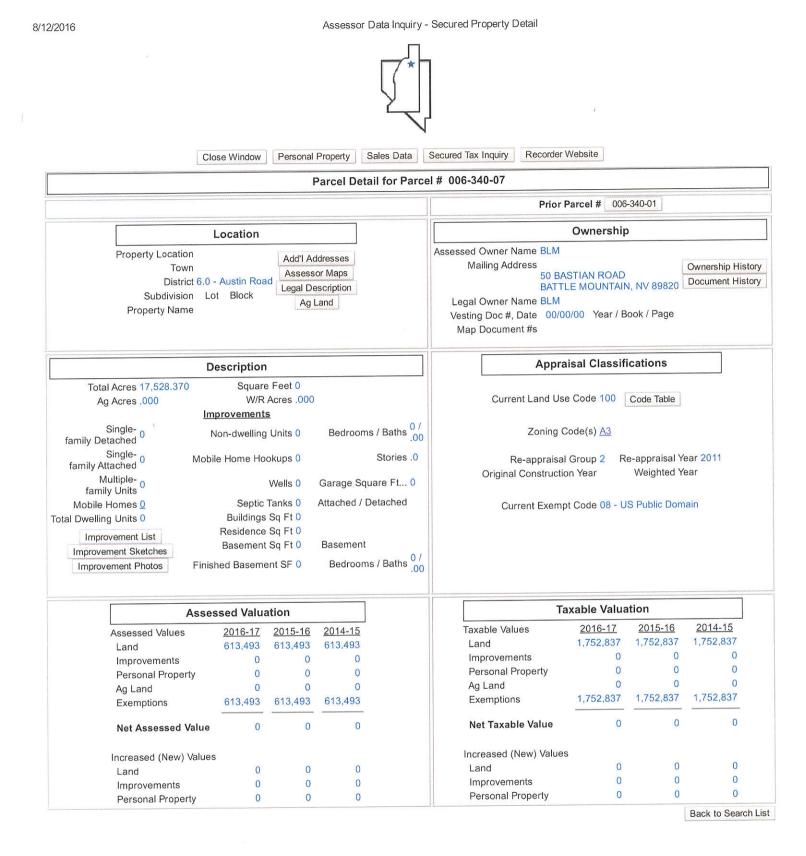
## Los Padres and Inyo Street water main and road already goes through

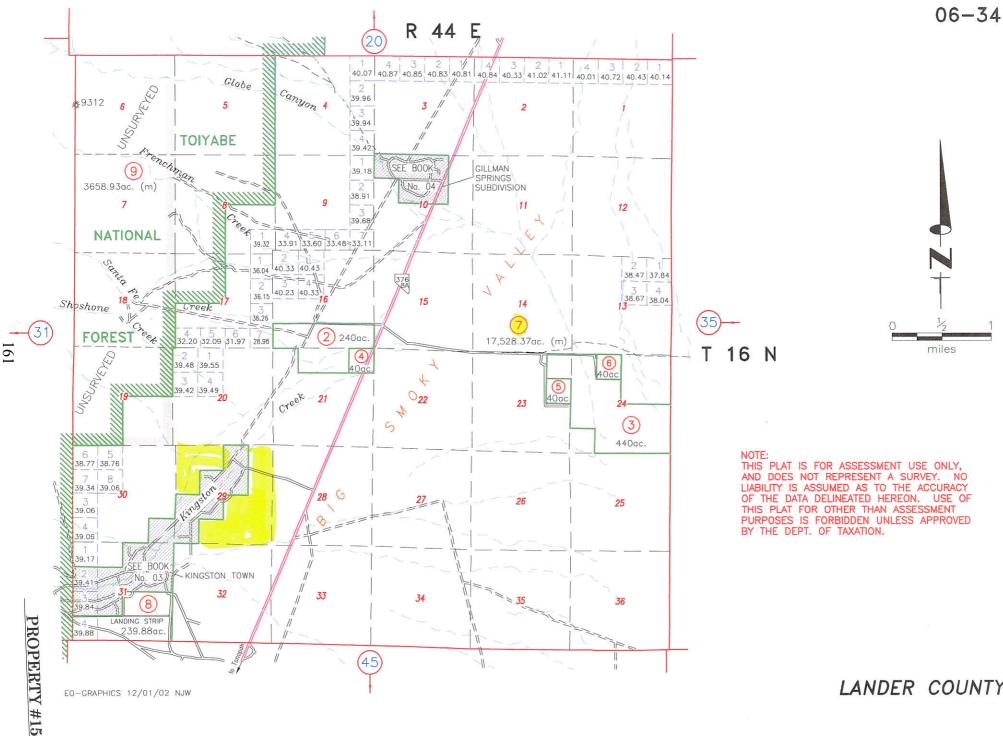
## 006-340-07

All of Sect. 29, T 16N, R44E not already in Town boundary

- 1. NW ¼ of the NW ¼ of Sect. 29
- 2. SW ¼ of the NW ¼ of Sect. 29
- 3. NE ¼ of the NW ¼ of Sect. 29
- 4. SE ¼ of the SE ¼ of Sect. 29
- 5. NE ¼ of the SE ¼ of Sect. 29
- 6. SW ¼ of the SE ¼ of Sect. 29

Six 40 acre pieces: 240 acres total





LANDER COUNTY

# Toiyabe Street water main and road already goes through (part of airport)

(Refer to map for airport property map #12)

 $\begin{array}{c} 006\text{-}340\text{-}08\\ \text{N 1/2 of SW 1/4, Sect. 31, T16N, R 44E} \end{array}$ 

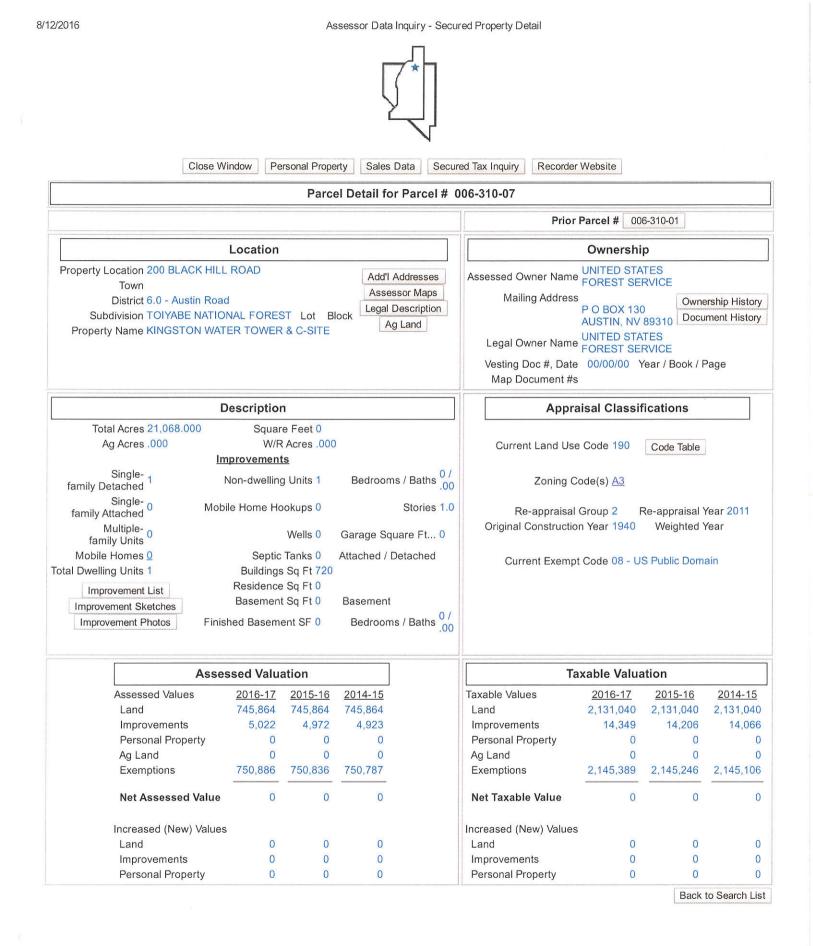
(approx. 80 acres)

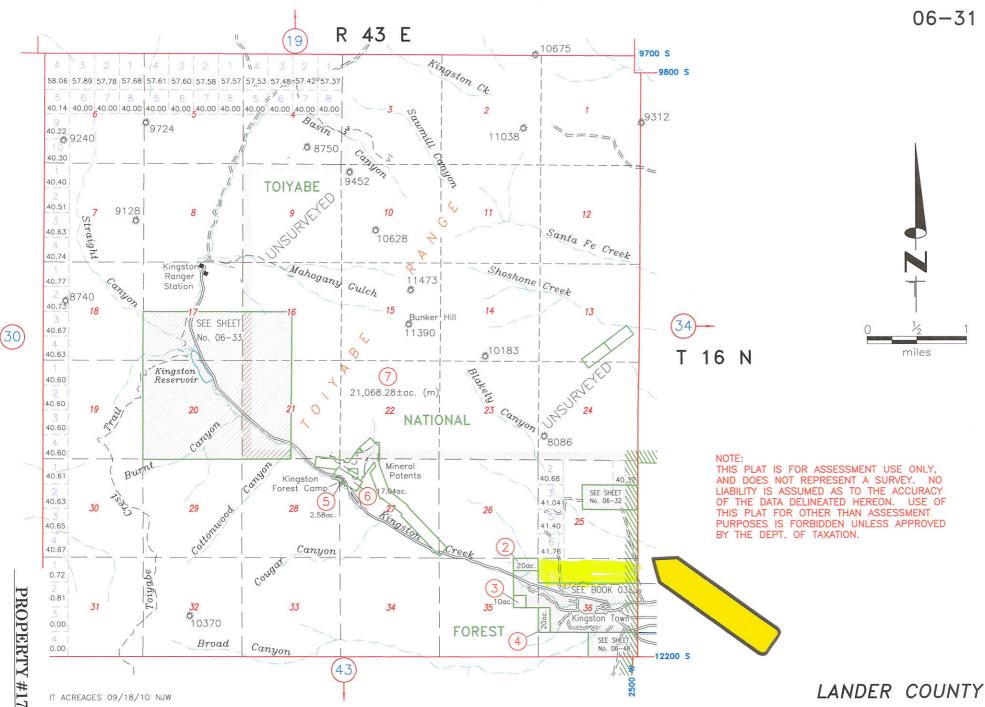
# North Bench to square out Town

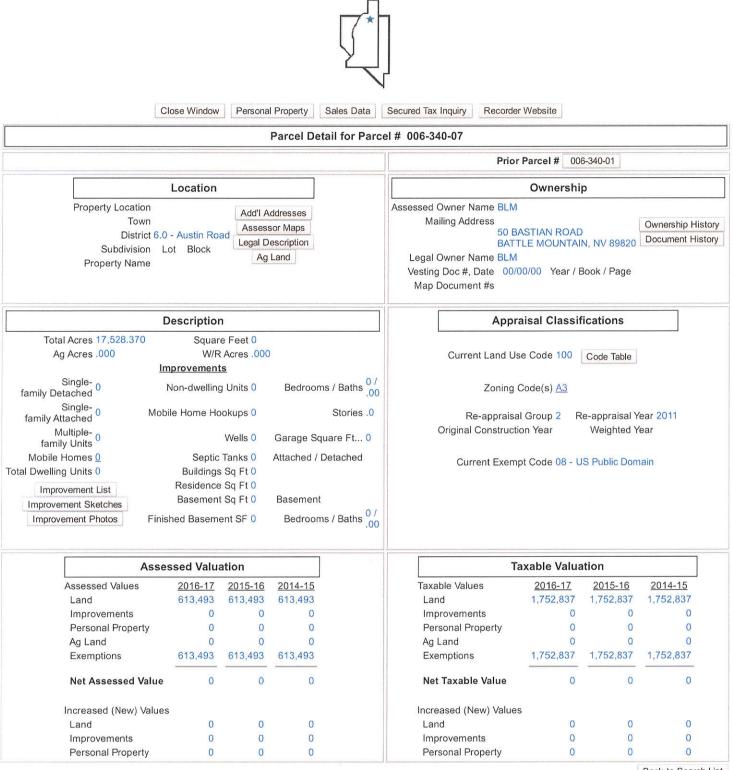
A portion of 006-310-07 N 1/4, Sect. 36, T 16N, R43E

A portion of 006-340-07 N1/2 of NW1/4, Sect. 31, T16N, R44E

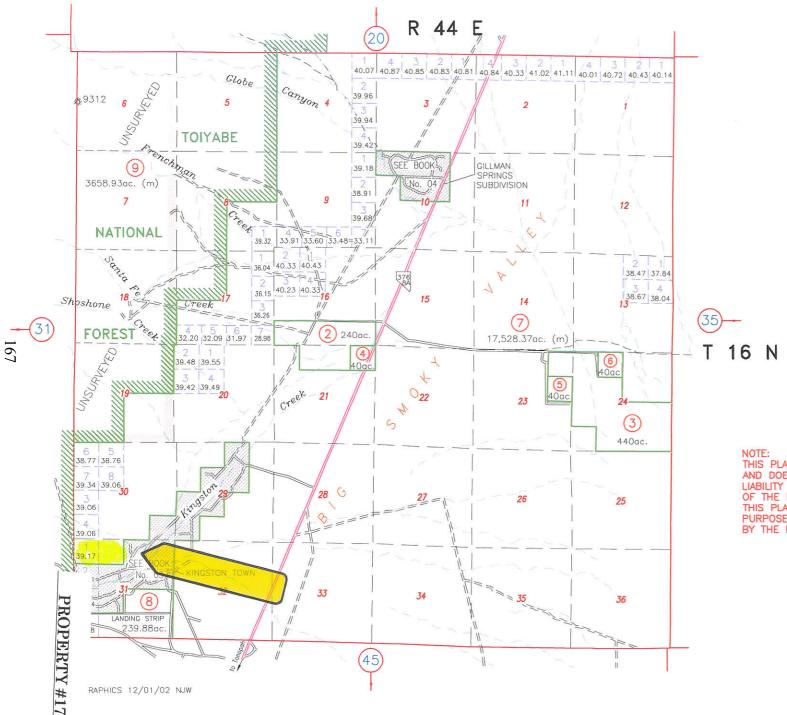
(approx. 240 acres)







Back to Search List





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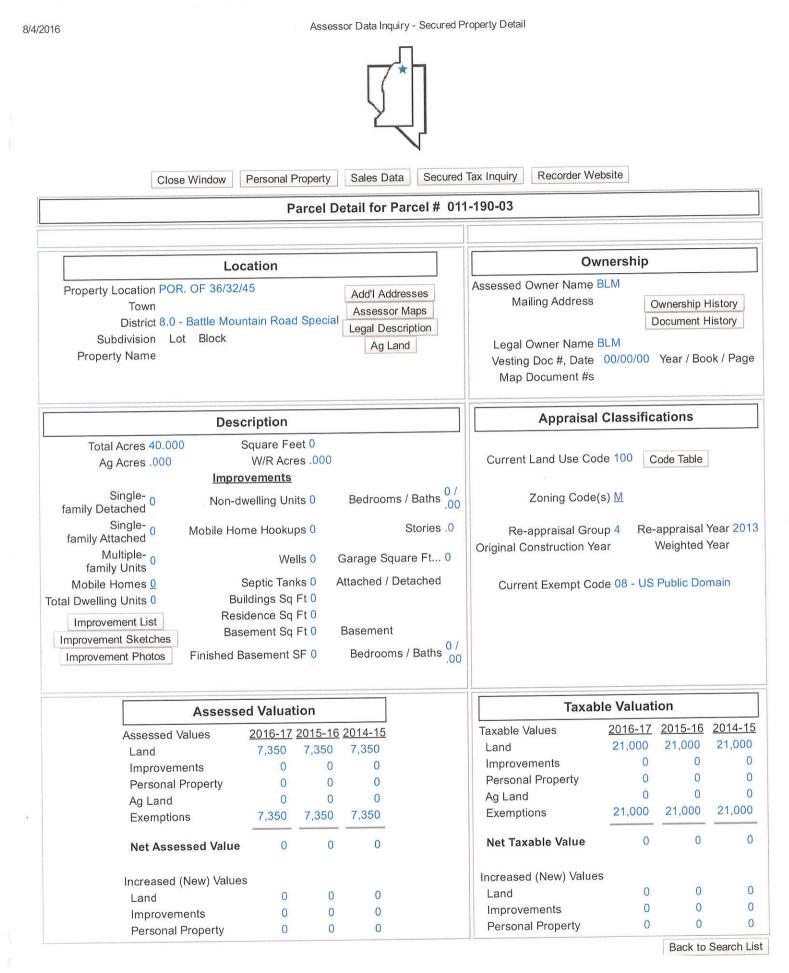
LANDER COUNTY

# Parcel east of Battle Mountain Airport

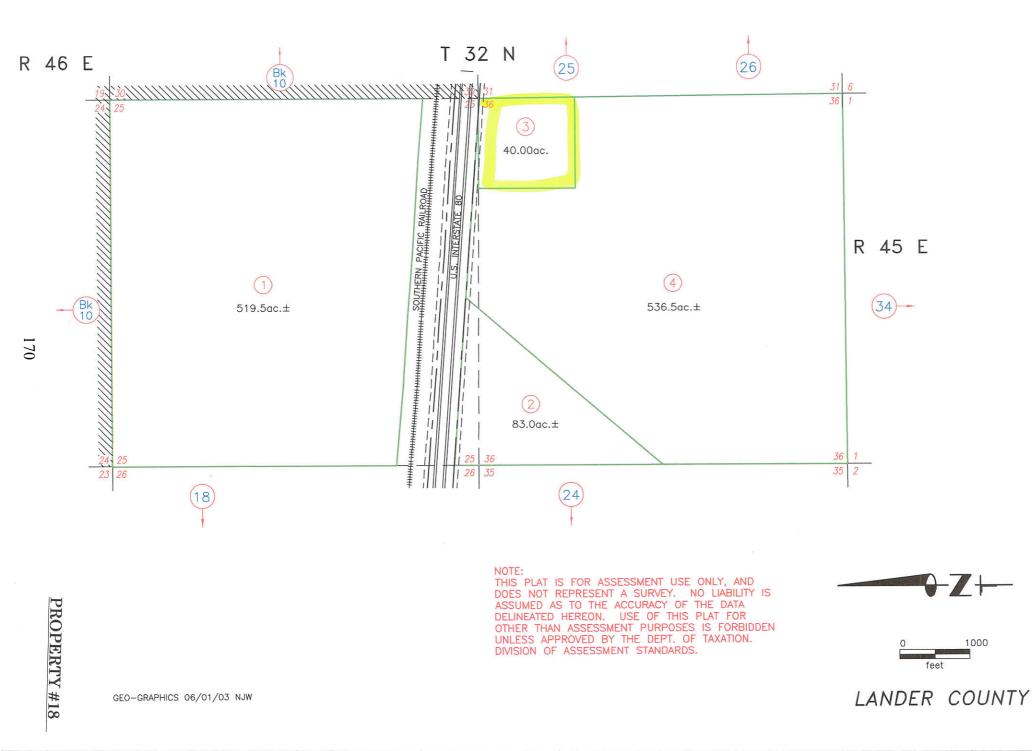
011 190 03

40 acres

Vacant



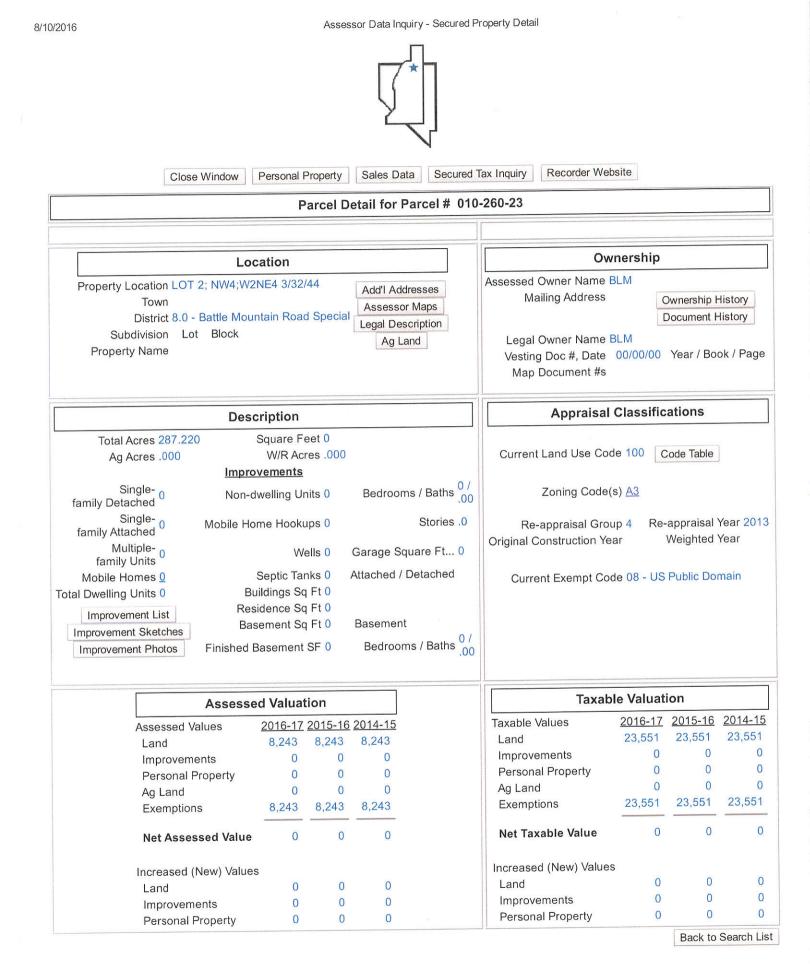


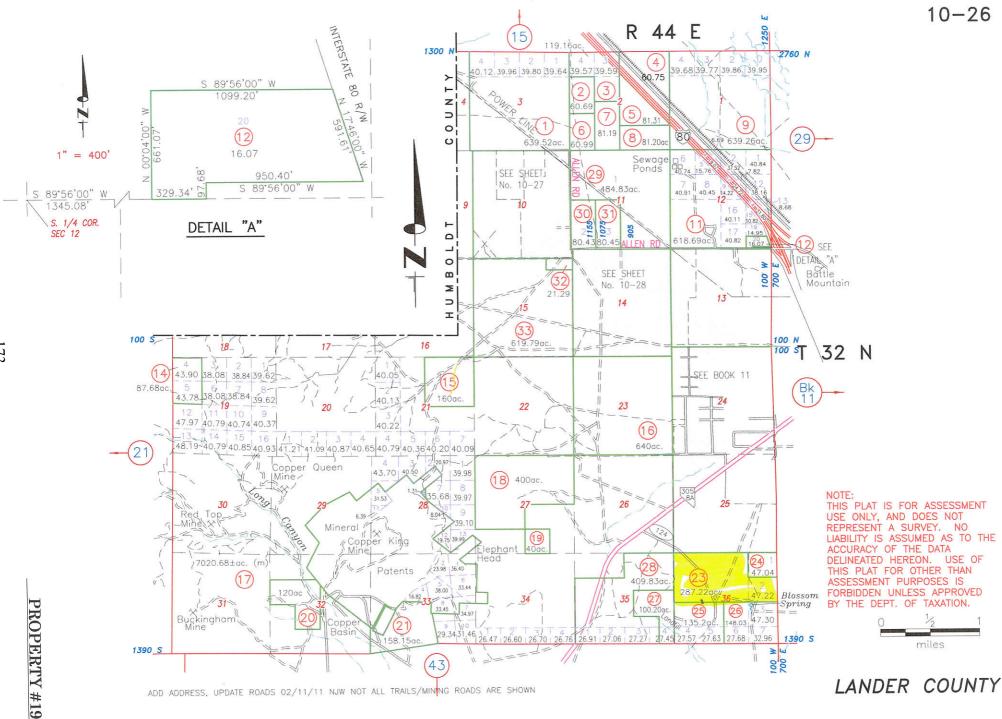


# Water wells and tanks south of town

 $010\mathchar`260\mathchar`23$  NW 1/4; W1/2 of NE 1/4; Sect. 36, T 32N, R44E

approx. 240 acres





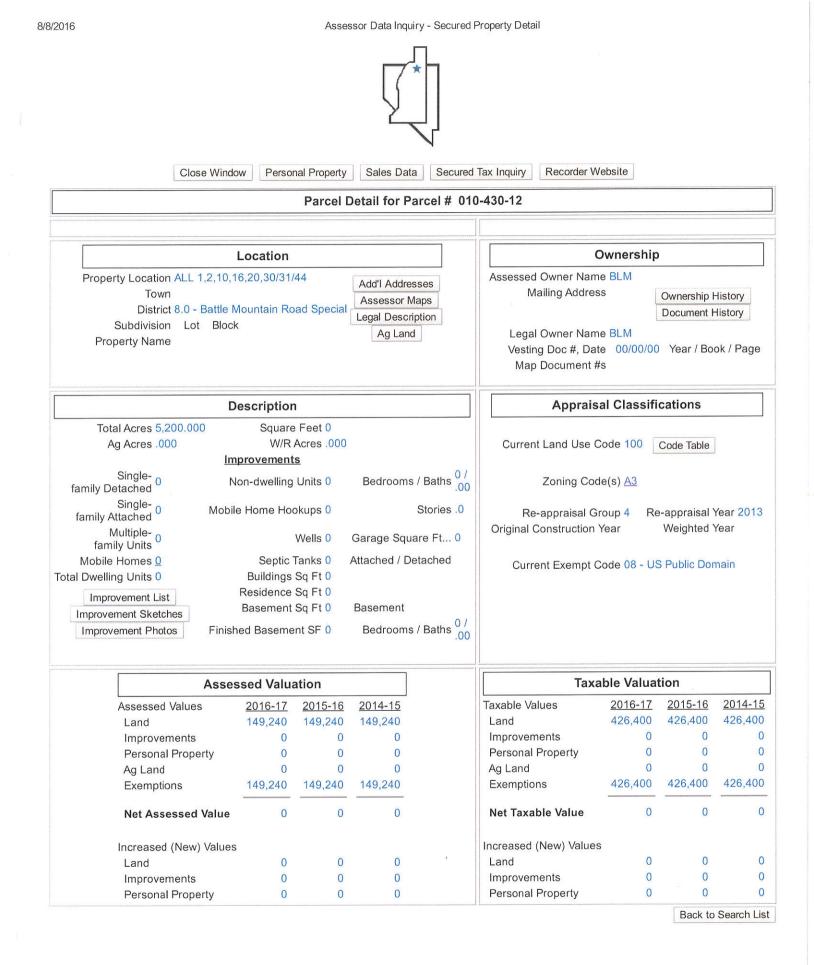
# Water wells and tanks south of town

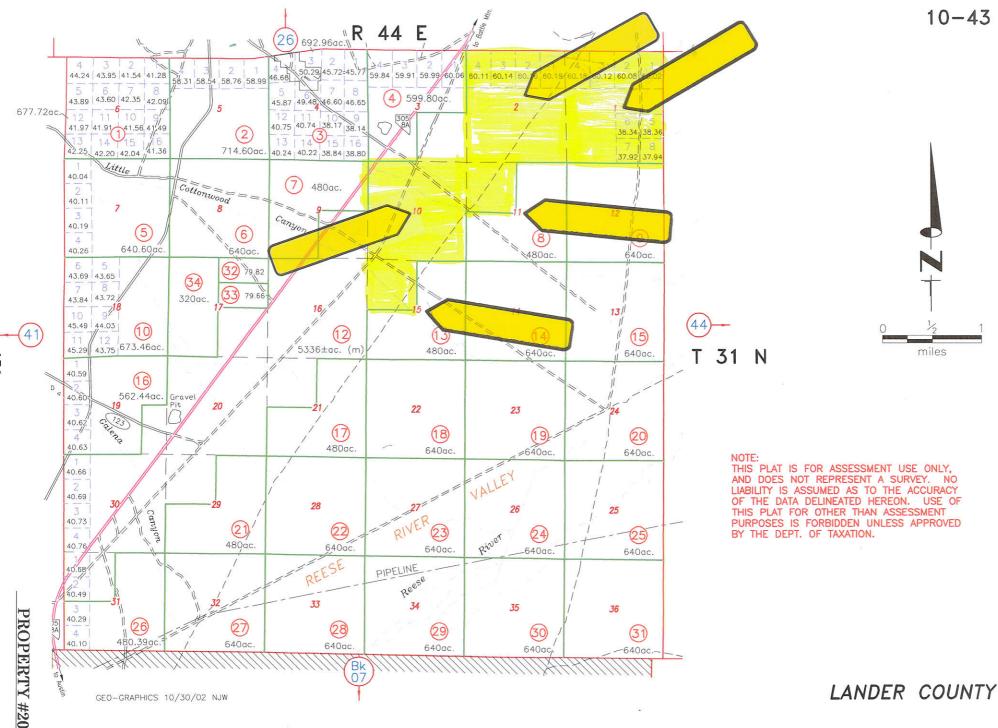
010-430-12

Sect. 1; Sect 2; Sect. 10; NW 1/4, Sect. 11; NW 1/4 Sect. 15; T31N, R44E

(approx. 2,240 acres)

Water sources and tanks





# West of 305, south of Newmont Mine Road

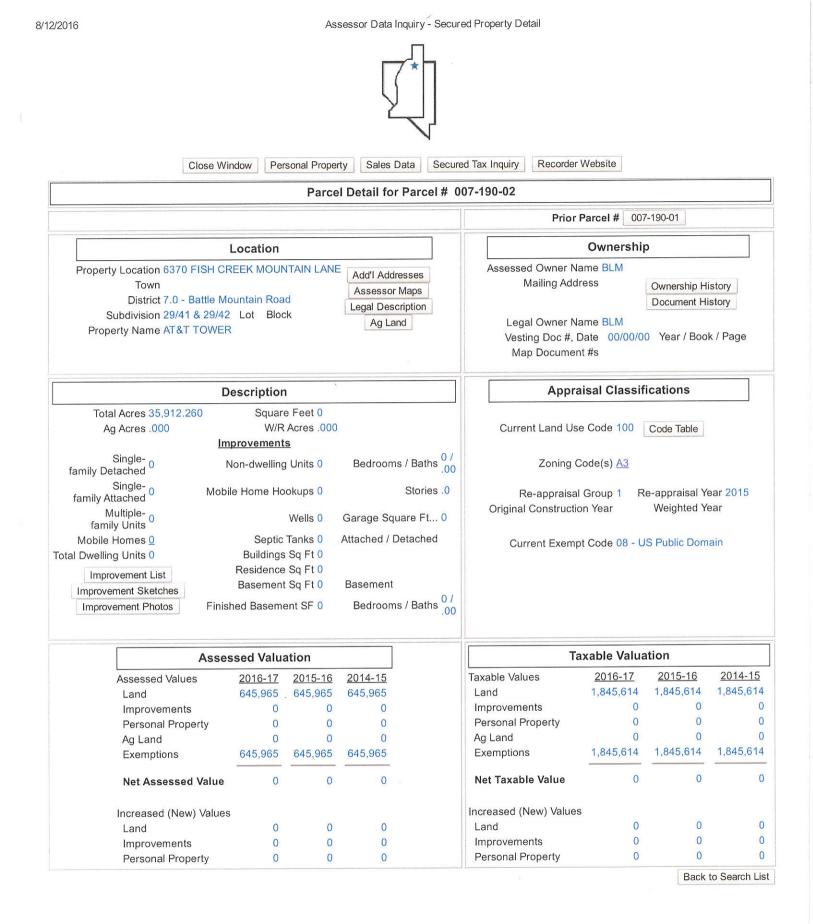
A portion of 007 010 02: 30N 42E Sections: 13, 23, 24, 26, 27, 33, 34

A portion of 007 190 02: 29N 42E Sections: 4, 5, 7, 8, 9, 17, 18, 19 29N 41E Sections: 24, 25, 26, 34, 35

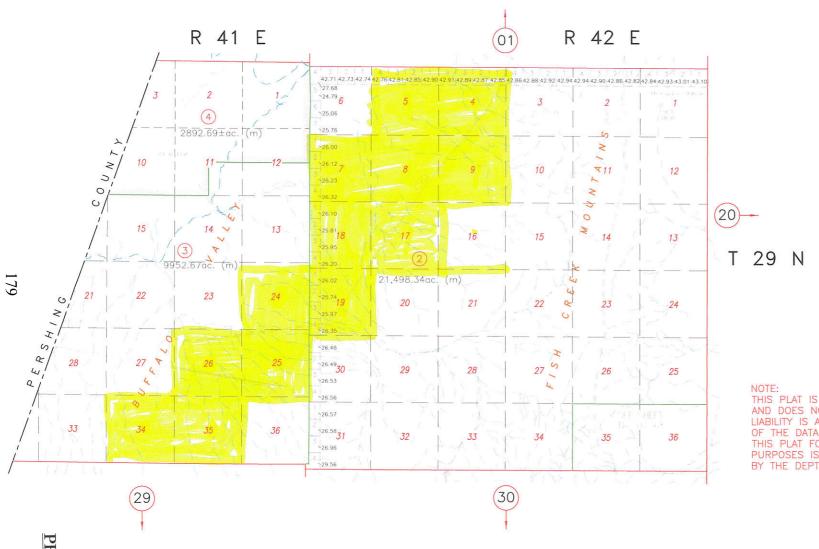
A portion of 007 290 03: 28N 41E Sections: 3, 4, 8, 9, 17, 18

Approximately 16,640 acres

Vacant

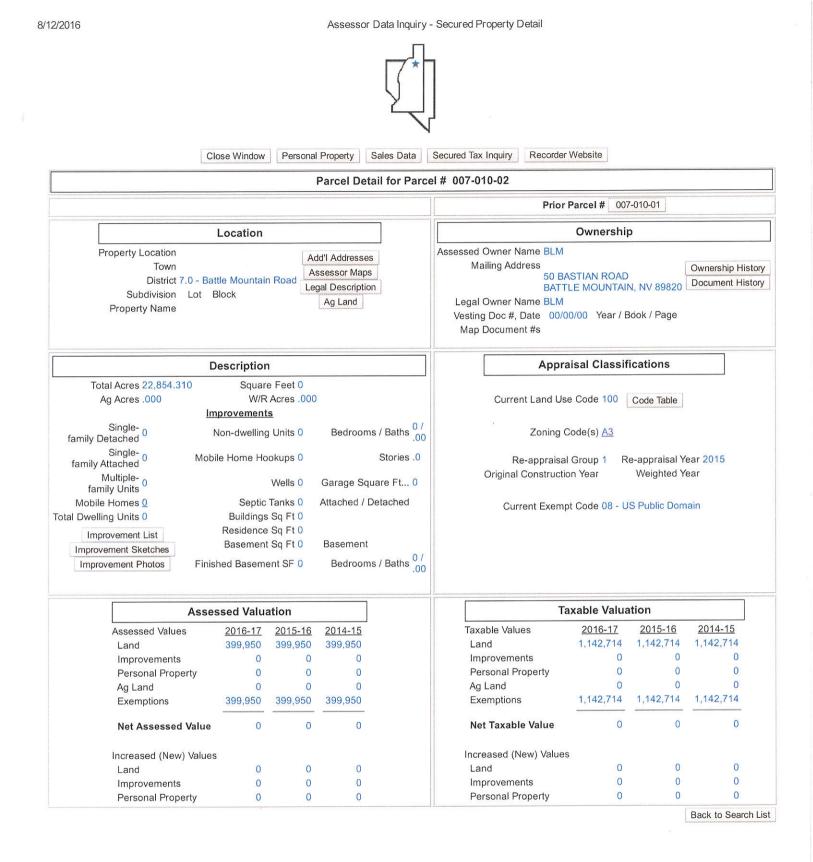


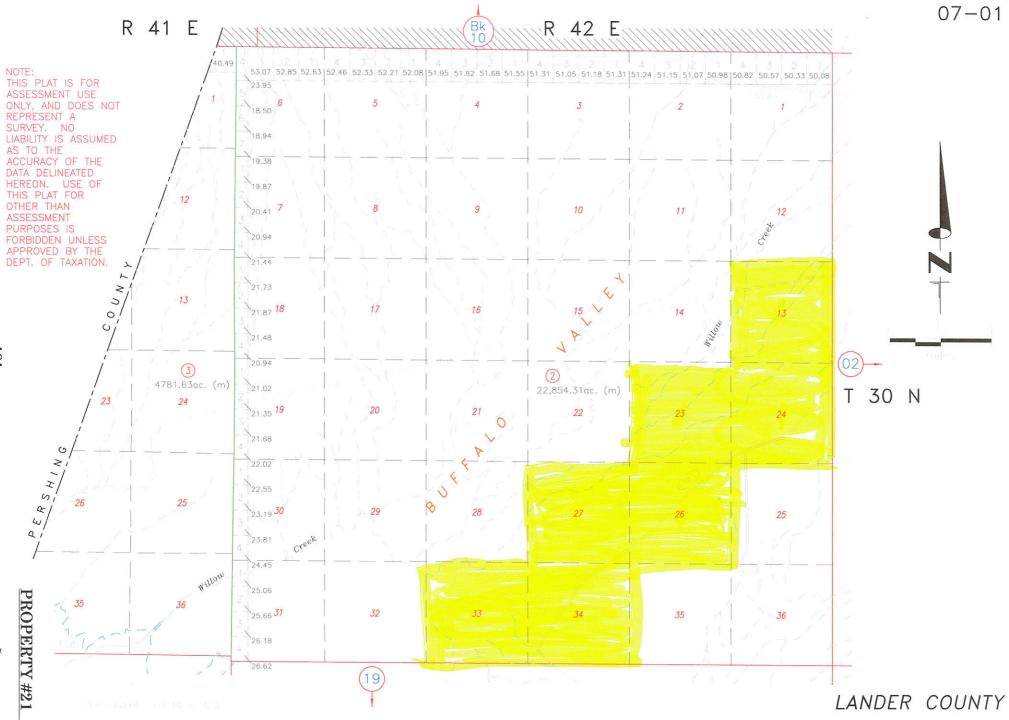
07-19

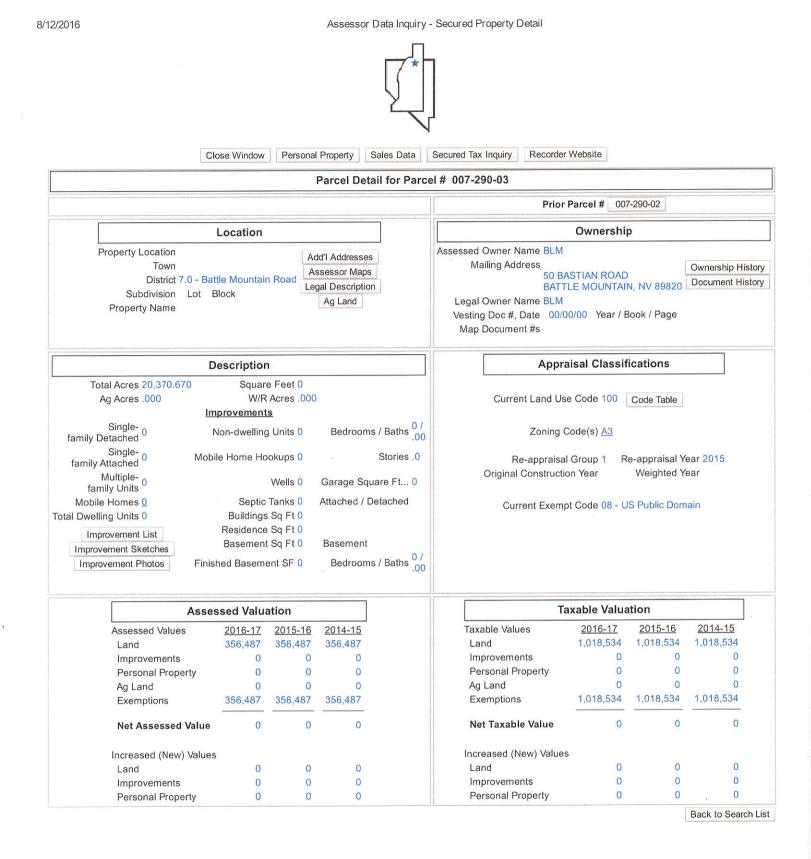


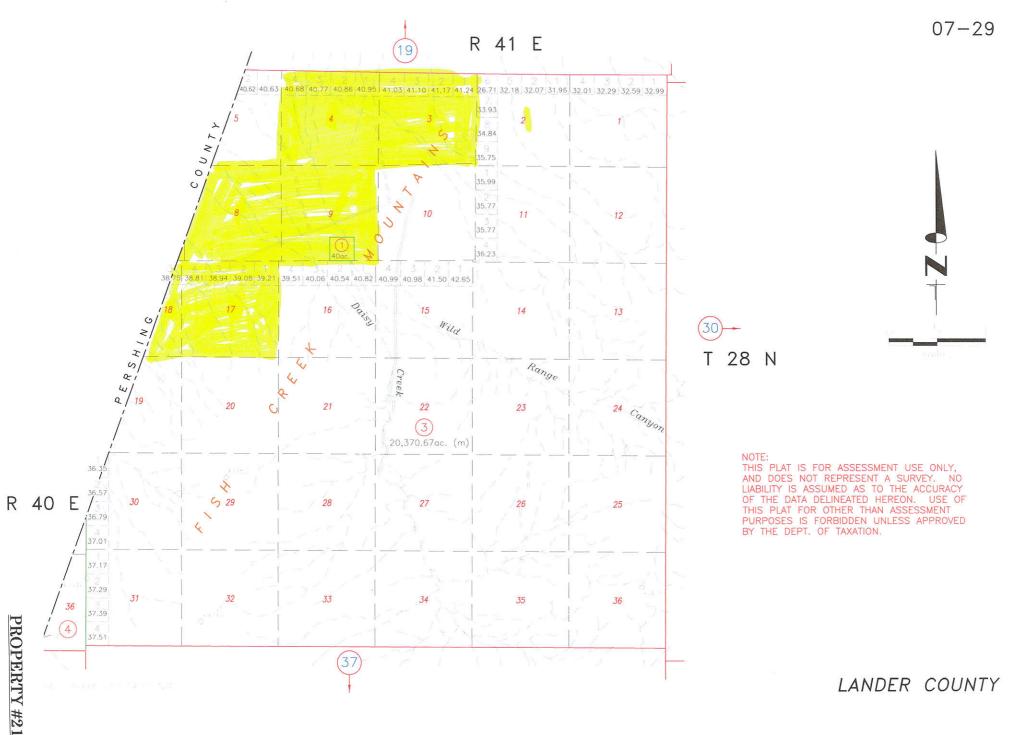
LANDER COUNTY

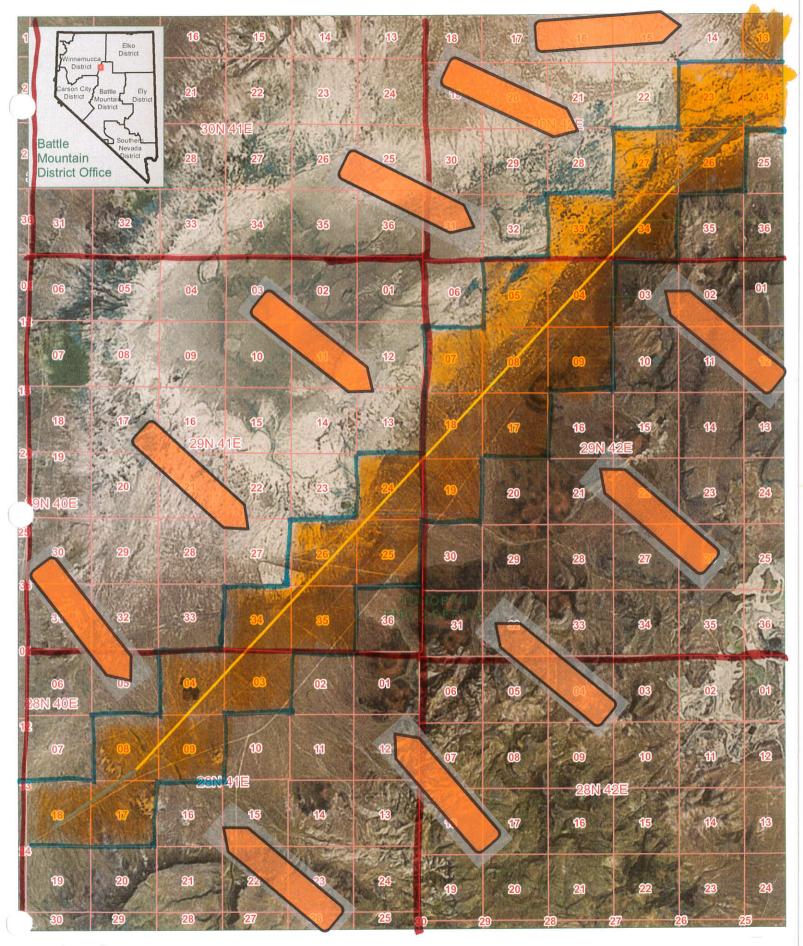
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Agenda Item Number _12____

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

Discussion and possible action to approve/disapprove the merger and re-subdivision parcel map for APN 002-431-01 and APN 002-431-02, merging 101 Manhattan Drive with 103 Manhattan Drive, Battle Mountain, Nevada, combining two (2) parcels into one (1) parceling totaling .41 acre on property zoned R-1, and all other matters properly related thereto.

Public Comment:

Background: In December of 2016 this map was approved conditionally through the Lander County Planning Commission. It has been modified twice for errors & lost int he mail once. It is now correct and ready for approval through the Lander County Board of Commissioners. Information attached.

Recommended Action: Approval of merger.

LA	NDER COUNTY	5. 100
Lander County Commission Agenda Request Form		
COMMISSIONER MEETING DATE $\underline{5-34-18}$	CHEVAD IZ	
NAME Armanco & Merica Jimenez REPRESENTING Self		
ADDRESS 10/ 2/03 Manhattan Drive Battle Mountain, NU	29820	
HOME PH 635.9156 WORK CELL FAX		
WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? $\underbrace{+}$		
WHO WILL BE ATTENDING THE MEETING Kyla Bright		
JOB TITLE Planning Coordinator PH 635-28	(0)	
SPECIFIC REQUEST TO BE PLACED ON THE AGENDA DISCUSSION FOR POSS	ble act	tion
regarding approal disaproval of the Following Merger & Re-Sund OWA all other metter property related thereto. April: 002-431- BACKGROUND INFORMATION	DI E DZ	Parcel Nap
In December of 2016 this map was approved Conditionally the	nrough d	the planning
Commission, It since then has been re-lone two times for Errors & la It is now correct & ready for approval-through the County (or WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE?	0	
Review's Approve Morger & Re-Subdivision for Parcels co	2-431-1	60310
ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? AMOUNT \$	YES	NO 🛴
HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? WHEN?	YES	NO 🗶
HAS THIS ISSUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT HEADS?	$_{\rm YES}$	NO
ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST, NOT AT		
THE MEEING: IS ALL THE BACK UP MATERIAL ATTACHED TO THIS AGENDA REQUEST?	$\operatorname{YES}$	NO
IT THE ITEM IS A CONTRACT AND/OR AGREEMENT, OR REQUIRES LEGAL REVIEW, IT MUST BE REVIEWED BY THE DISTRIC ATTORNEY'S OFFICE PRIOR TO AGENDA SETTING OR IT WILL NOT GO ON THE AGENDA. HAS THE DISTRICTATTORNEY'S OFFICE PROVIDED THE REQUIRED REVIEW?	YES	NO 🛴
THE COMMISSIONERS RESERVE THE RIGHT TO REJECT OR RECOMMEND TABLIN REQUESTS FOR INSUFFICIENT INFORMATION. ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE:	NG ALL AC	ENDA
SIGNATURE $\underline{A_{h}}$	and the second se	

Lander County • 50 State Route 305, Battle Mountain, NV 89820 • 775-635-2885 fax-635-5332

## LANDER COUNTY PLANNING COMMISSION

# December 14, 2016

# AGENDA ITEM NUMBER 2

2) *Discussion for possible action regarding approval/disapproval of the following Merger and Re-subdivision Parcel Map and other matters properly related thereto:

Applicant:	Jimenez, Armando and Monica
Location:	101 & 103 Manhattan Drive, Battle Mountain, NV 89820
APN:	002-431-01 & 02
Type:	To combine 2 (two) parcels into 1 (one) parcel totaling 17,676 square feet (.41 acre) on property zoned R-1.

Staff Comments: No Objections Reveiewed & Approved by Bob Morley

Planning Commission meeting – December 14, 2016

# Lander County Community Development



# PARCEL MAP APPROVAL APPLICATON

### APPLICANT/OWNER INFORMATION

Applicant(s): Armando Fimenez	Phone: 775-635-9156
Address: 10.3 Manhattan dr	
Legal Owner(s): <u>Same</u>	Phone: <u>Same</u>
Address: <u>Same</u>	κ
Applicant's Representative or Engineer and contact informa	tion if applicable: <u>Same</u>

#### **PROJECT INFORMATION**

Property Location:
Assessor's Parcel Number: <u>© 0 2 · 431 · 01</u> <u>002 · 431 · 02</u>
Current Zoning: <u>R</u> /
Total Number of Parcels and Acreage:
Public Utilities will be furnished as follows: $\mathcal{V}/\mathcal{A}$
Electricity: Water: Sewage:
Existing and proposed street dedications are as follows:
Type of street improvements proposed are as follows:
Existing and proposed fire protection improvements are as follows:
50 State Poute 205 d > Pottle Mountain NV 20220

50 State Route 305 *≤ ≻* Battle Mountain NV 89820 Phone: (775) 635-2860 *≤ ≻* Fax: (775) 635-1120

Proposed	use	on	each	parcel	is	as	follows:	
----------	-----	----	------	--------	----	----	----------	--

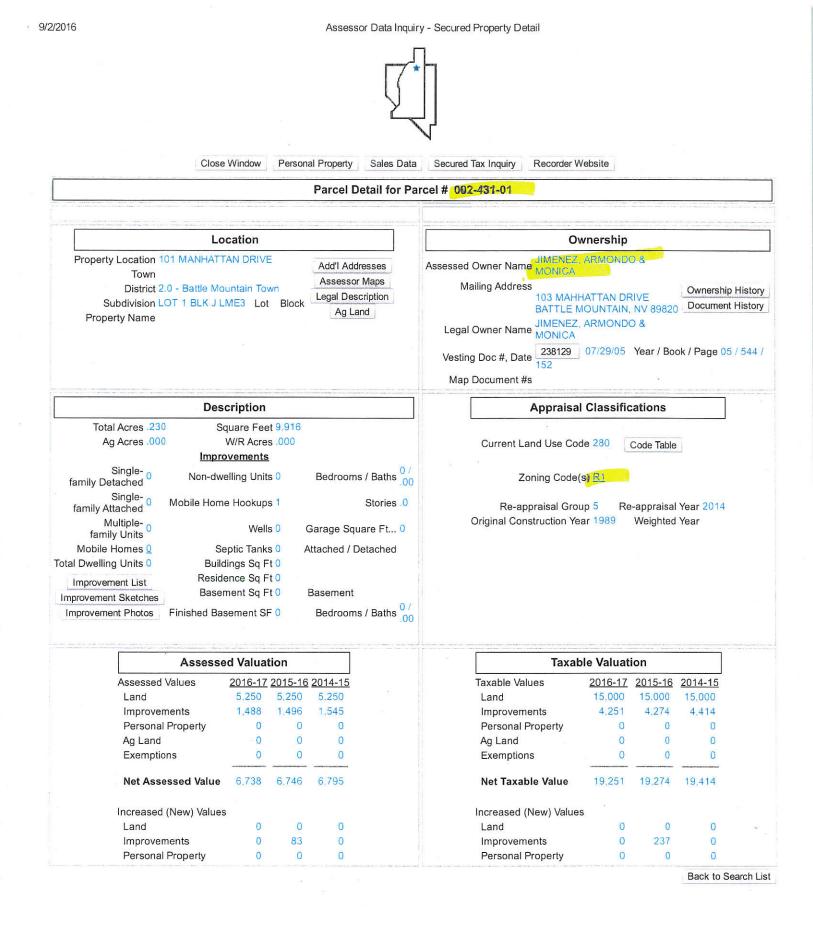
#### SIGNATURE(S)

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.

	9-23-16
Owner's Signature	Date
Applicant's Signature (if the person applying is not the owner)	Date
Application is due by <u>Celeber 14</u> in order to be hea	rd at the <u>November 9</u> 6:00 p.m.
Planning Commission meeting.	
<ul> <li>REQUIRED AT TIME OF APPLICATION</li> <li>The following must accompany this application:</li> <li>A copy of the Grant Bargain and Sale Deed or Affidavit atta</li> <li>One (1) copy of the proposed Parcel Map prepared in accord for review by the appropriate departments.</li> <li>One electronic copy (pdf) of the Proposed Parcel Map.</li> <li>If property is improved, include all existing buildings, build information.</li> <li>Any bonding of roads or improvements if applicable.</li> <li>A water right per parcel if applicable.</li> <li>\$105.00 fee should a waiver from the County Surveyor be r</li> <li>\$400.00 certification review (non-refundable).</li> <li>Note that the Mylar of the proposed Parcel Map with approneed to be submitted before the Planning Commission meet</li> </ul>	lance with Chapter 16.2 of Lander County Code ling setbacks, and any other pertinent requested. opriate signatures and any changes required will

#### It is strongly recommended that all applicants or their representative attend (or be available by phone) the planning commission hearing as their application may be deferred or denied for lack of evidence.

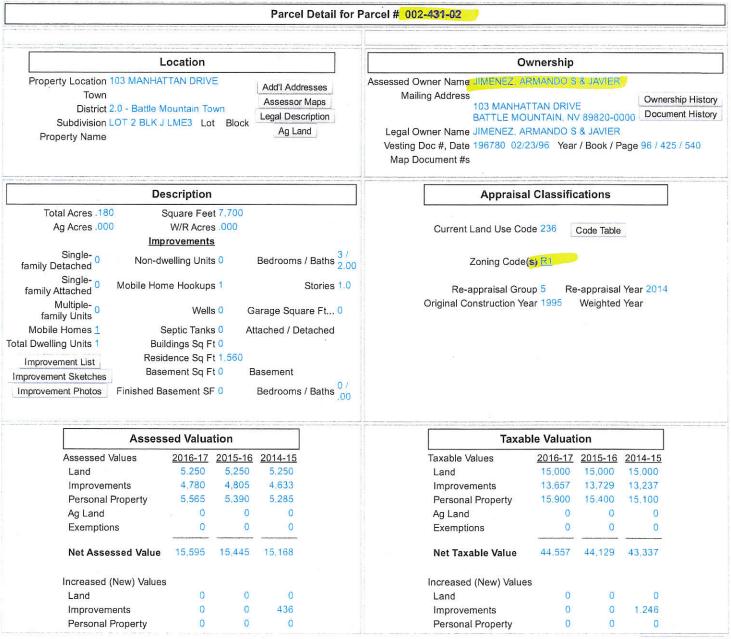
50 State Route 305 *<* > Battle Mountain NV 89820 Phone: (775) 635-2860 *<* > Fax: (775) 635-1120



#### Assessor Data Inquiry - Secured Property Detail

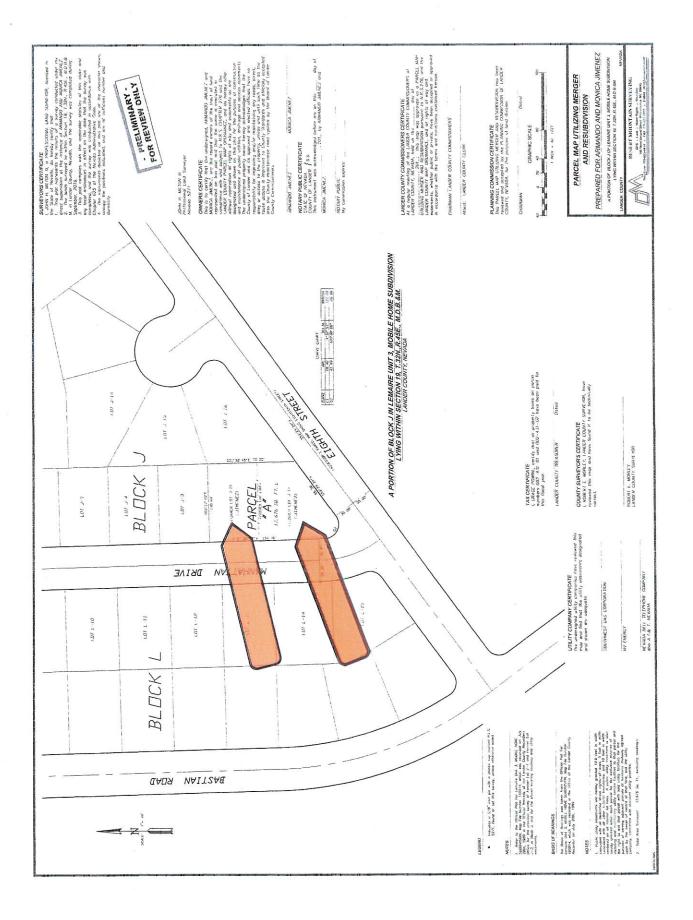


Close Window Personal Property Sales Data Secured Tax Inquiry Recorder Website



Back to Search List







#### 16.12.060 Contents-Requirements.

- A. The parcel map shall be legibly drawn in black waterproof india ink on mylar or other materials of a permanent, reproducible nature. The size of each sheet shall be twenty-four inches by thirty-two inches. A marginal line shall be drawn completely around each sheet, leaving an entirely blank margin or one inch at the top, bottom and right edges and of two inches at the left edge along the twenty-four inch dimension.
- B. The parcel map shall indicate the owner of any adjoining land, or right-of-way if owned by the person dividing the land.
- C. The parcel map shall be accompanied by a deed, deed of trust or evidence of other conveyance demonstrating ownership of land proposed for division.
- D. If a survey is required, the parcel map shall show:
  - 1. All monuments, found, set, replaced or removed, describing their kind, size and location, and giving other data relating thereto;
  - Bearing or witness monuments, basis of bearings, bearing and length of lines and scale of map;
  - 3. Name and legal designation of tract or grant in which the survey is located and ties to adjoining tracts;
  - 4. Memorandum of oaths;
  - 5. Signature of registered land surveyor;
  - 6. Date of survey;
  - 7. Signature of the owner or owners of the land to be divided;
  - 8. Any easements granted or dedications made;
  - 9. Any other data necessary for the intelligent interpretation of the various items and locations of the points, lines and area shown, including a vicinity manipulation the area proposed for land division;
  - 10. The means of access to the lots;
  - 11. Calculated acreage of each parcel clearly shown.
- E. If a survey is waived the parcel map shall show, at a minimum:
  - a. By appropriate reference to the existing information on which it is based, the tract to be divided and the resulting lots and approximate lot sizes;
  - b. The means of access to the lots;
  - c. The signature of the owner or owners of the land to be divided;
  - d. Any easements granted or dedications made;
  - e. Any other data necessary for intelligent interpretation of the land division and access, including a vicinity map inset of the area proposed for land division.
- F. If the requirement of a survey is waived the map shall be prepared by a registered land surveyor, but his certificate upon the map shall include substantially the following:

This map was prepared from existing information (identifying it and stating where filed or recorded) and the undersigned assumes no responsibility for the existence of monuments or correctness of other information shown on or copied from any such prior document.

G. Reference to the parcel number, and recording date of a recorded parcel map is a complete legal description of the land contained in such parcel.

December 1, 2016

John H. Milton III Desert Mountain Surveying 146 West Second Street Winnemucca, Nevada 89445

Re: Parcel Map for Armando and Monica Jimenez

Dear John,

I am writing in response to your email dated November 30, 2016 regarding the parcel map for Armando and Monica Jimenez located in Battle Mountain, Nevada. As stated in your email, this parcel map would merge Lots J1 and J2 of Block J, Lemaire Unit 3, Mobile Home Subdivision into one parcel per N.R.S. 278.4925.

Due to the fact that this merger merely eliminates the interior line between the lots and does not change the original position of the exterior boundaries of Lots J1 and J2, which in effect become the boundary of the newly created parcel, I hereby waive the requirement for the survey pursuant to the authority granted to me as County Surveyor by N.R.S. 278.463.

This waiver **DOES NOT** relieve you of the requirement for the preparation and filing of the parcel map and this map must be submitted to Lander County in the normal fashion along with any required review fees for approval. In addition, it is highly recommended that at the time of any construction on the new parcel that the boundaries be determined in order to assure proper compliance with Lander County Code, such as setback distances.

If you have any questions or require any additional information regarding this matter, please don't hesitate to contact me.

Sincerely,

Robert F. Maly

Robert E. Morley, P.L.S. Lander County Surveyor

CC: Jan Morrison, Lander County Community Services Officer

Agenda Item Number _13____

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

Discussion and possible action to approve/disapprove the Liquor License to Chad and Candace Kelly for the Miles End Lodge Bed & Breakfast in Kingston, Nevada, and all other matters properly related thereto.

Public Comment:

Background: Application attached.



#### AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: 05/24/2018

NAME: Sheriff Ron Unger	<b>REPRESENTING:</b> Lander County Sheriff's Office
-------------------------	-----------------------------------------------------

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

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

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

WHO WILL BE ATTENDING THE MEETING: Sheriff Ron Unger or Undersheriff Robert Quick

JOB TITLE:

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

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST: AMOUNT:	YES	NO NO	
HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? WHEN?	VES 🗌	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	DIST. ATTY.	SENIOR CTR.
AMBULANCE	EXE. DIR.	SHERJFF
ARGENTA J.P.	FIRE	SOCIAL SVC.
ASSESSOR	GOLF	TREASURER
AUSTIN J.P.	PUBLIC WORKS	W & S
CLERK	RECORDER	OTHER
COMM DEVT		

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

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

Signature Field

	-	. /	10
DATE:	2.	Y.	1
DAID.	0.	1	-

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

# Lander County Sheriff's Office Liquor / Gaming License Application

### THIS LICENSE IS NOT TRANSFERABLE

PLEASE PRINT OR TYPE	Date of Application: $5 \cdot 3 \cdot 18$
Name: Kelly Chad Steven	Social Security #:
Nickname/Maiden/Other:	Height: 0'0' Weight: 215
SUPPO	Hair: Brow Eyes: BUND
Mailing Address: HCLES Box 24 Street/RFD/Box City State Zip	
Street/RFD/Box City State Zip	
Home Telephone #: $775-934-0485$	Date of Birth: $0 - 2 - 77$
Operator License/ID Card #: State: <u>NV</u> Marks/Scars/Tattoos: <u>CML 55t tattoo - Bud / Calt</u>	Place of Birth: Nampa, ID
Walks scars Tamoos. (NGST 10700 - DUG / Calf	
List All Places of Employment (Last three (3) years)	
NAME LOCATION POSITION	FROM-TO REASON FOR LEAVING
Small Mine Elko, NV Undarground 1	3/08-12/17-
Development Miner	
	· •
ADDITION EMPLOYMENT HISTORY – USE ADDITIONAL SH	EETS
Have you ever been arrested? <u>NO</u>	
List all arrests. For the purpose of this application, arrests and convictions must b	e included.
DATE CHARGE ARRESTING AGENCY	CITY / STATE DISPOSITION
L	
ADDITIONAL HISTORY – USE ADDITIONAL SHEETS	
Are you a United State Citizen? 🕅 Yes 🗌 No If no, What Country a	re you a citizen of?
Alien Registration#	
Passport #:	
Name of Business: (Milos End hadre Bed & F	reakfast
Street Address: 107 Del Dr. Kirk	npton NV 89310
Mailing Address: HCLE5 Box 124 Que	tin NV 8931D
EIN: 27-5485729 Nevada Re-Sale Certificate #:	City State Zip
List names & Addresses of persons holding interest in this business.	
ADDRESS O	TYPE OF INTEREST
L'andace M. Kelly HCLEBox 124 Quistin	NV89310 CO-OWNER

AME		ADDRESS	TYPE OF INTEREST
las ANY person named in t	enied a license in Lander Cour his application been convicted	use Additional Sheets hty? 100 I of a Felony Crime involving Moral Turpitude?	NO
		×	
Managerial Employees	s, and any other persons having intere	blease provide information for all Corporate Officers, direct st in the business to be licensed. tion authorized by the Nevada Secretary of State	
TYPE OF LICENSE:	<ul> <li>Gaming</li> <li>Check if Renewal</li> <li>Slot Machines</li> <li>How Many?</li> <li>"21" Tables</li> <li>How Many?</li> </ul>	Liquor         Check if Renewal         Temporary (Non-Profit)         Date(s):         Temporary         Dates(s):         On Site Sale         Off Site Sale         On & Off Site Sale	
Definitions:			
On Site Sal	le: Alcohol sold and consu	med on the premises	
Off Site Sa	le: Alcohol sold and NOT	consumed on the premises.	
On & Off S	Site Sale: Alcohol sold that	t MAY be consumed on the premises.	
Fee Structure:			
Gaming:	Slot Machines - \$31.00 per "21" Tables - \$151.00 per 1		
Liquor:	Temporary (Non-Profit) – NO Temporary - \$10.00 On Site Sale - \$40.00 – per	CHARGE	
	Off Site - \$30.00 – per Qua On & Off Site Sales - \$50.0	rter	
		QUIRE FINGERPRINT CARDS AND A PHO	

undersigned applicant cortifies that the foregoing information is true and correct to the best of his/her lrouvlades

The undersigned applicant certifies that the foregoing information is true and correct to the best of his/her knowledge and belief. The undersigned states that certification is made with the full knowledge that any failure to disclose, misstatement, omission, or other attempt to mislead may be considered sufficient cause for denial or revocation of this license.

Applicant Signature	Issuing Employee & ID#
	OFFICE USE ONLY
Date scheduled for Commission:	
Approved:	
Denied:	

# Lander County Sheriff's Office

# THIS LICENSE IS NOT TRANSFERABLE

PLEASE PRINT OR TYPE	Date of Application: 5.3-18
Name: Kelly Candace Maria Lieu First Middle	Social Security #:
Nickname/Maiden/Other: Candace M. Marques	Height: <u>57</u> " Weight: <u>160</u>
Street Address: 114 Black Hills Rida Questin NV B931	OHair: Brown Eyes: Blue
Mailing Address: HCCS Kox 124 UUStin IV SH31 Street/RFD/Box City State Zip	Decider. F Natt. Wry O
Home Telephone #: <u>775.340-9872</u>	Date of Birth: $1-2(0-1984)$
Operator License/ID Card #: 0900725285 State: NV	Place of Birth. Cheyenne, WY
Marks/Scars/Tattoos:	
Pracock back tattoo/side flower	tatt60
List All Places of Employment (Last three (3) years)	
NAME LOCATION POSITION	FROM-TO REASON FOR LEAVING
Keller Williams Elko, NV Realfor	lallit ryestil river
Group One, Inc.	11/14-12/17 moved
Baucon Real Spring Crak, NV Realton	11/19 12/17 MOVED
ESTATE ADDITION EMPLOYMENT HISTORY - USE ADDITIONALS	HEETS
Have you ever been arrested? ND	
List all arrests. For the purpose of this application, arrests and convictions must	n mana
List an artosts. For the perpeteter in Th	
DATE CHARGE ARRESTING AGENCY	CITY / STATE DISPOSITION
DATE CHARGE ARRESTING AGENCY	CITY / STATE DISPOSITION
DATE CHARGE ARRESTING AGENCY	CITY / STATE DISPOSITION
DATE CHARGE ARRESTING AGENCY	CITY / STATE DISPOSITION
DATE CHARGE ARRESTING AGENCY	CITY / STATE DISPOSITION
ADDITIONAL HISTORY - USE ADDITIONAL SHEET	S
ADDITIONAL HISTORY - USE ADDITIONAL SHEET Are you a United State Citizen? Xes No If no, What Country	S
Are you a United State Citizen? X Yes No If no, What Country Alien Registration#	S
ADDITIONAL HISTORY - USE ADDITIONAL SHEET Are you a United State Citizen? Xes No If no, What Country	S
Are you a United State Citizen? X Yes No If no, What Country Alien Registration#	S
ADDITIONAL HISTORY - USE ADDITIONAL SHEET Are you a United State Citizen? X Yes No If no, What Country Alien Registration# Passport #: Name of Business: Miles Englished Color Bed Street Address: DT DEC DV	S
ADDITIONAL HISTORY - USE ADDITIONAL SHEET Are you a United State Citizen? X Yes No If no, What Country Alian Registration# Passport #: Name of Business: Miles Englocity of Red	S
Are you a United State Citizen? Xes No If no, What Country Alien Registration# Passport #: Name of Business: Miles End Lodal Bed Street Address: Number & Street	S
Are you a United State Citizen? X Yes No If no, What Country Are you a United State Citizen? X Yes No If no, What Country Alien Registration# Passport #: Name of Business: Miles End Adda Red Street Address: DT DEE DOL DV K Number & Street Mannag Auguress. HC 105 Box 124 Number & Street EIN: 27-5485729 Nevada Re-Sale Certificate #:	S
Are you a United State Citizen? X Yes No If no, What Country Alien Registration# Passport #: Name of Business: Miles End Local Bed Street Address: DF Det Local DV Vi Number & Street Manning Auuress. HC LoS Box 124 Number & Street EIN: 27-5485729 Nevada Re-Sale Certificate #: List names & Addresses of persons holding interest in this business.	s y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K fast y are you a citizen of? B B D a K
Are you a United State Citizen? X Yes No If no, What Country Alien Registration# Passport #: Name of Business: Miles End Local Bed Street Address: DF Det Local DV Vi Number & Street Manning Auuress. HC LoS Box 124 Number & Street EIN: 27-5485729 Nevada Re-Sale Certificate #: List names & Addresses of persons holding interest in this business.	s vare you a citizen of? B Broaktast mastan NH 89310 State Zip State 89310

1.

IAME	ADDRESS	TYPE OF INTERESI
las applicant EVER ha	en denied a license in Lander County? NO	
	l in this application been convicted of a Felony Crime involving Moral Tur	. 10
		pitude?
11 1 LO, DAPAIN	1	
Notice: Managerial Empl	a corporation, on an accored document, prease provide information for an corporate office over a state of the overall over the business to be licensed.	is, uncereis, stocknowers,
□ YES lafo	oreign Corporation, is the Corporation authorized by the Nevada Secretary	of State to conduct
NO busir	ness in the State of Nevada?	
YPE OF LICENSE:	Gaming Liquor	
	Check if Renewal	
	Slot Machines Temporary (Non-Profit) Date(	s):
	How Many?	(s):
	"21" Tables     On Site Sale	
	How Many? Off Site Sale	
a	On & Off Site Sale	
efinitions:	1	
On Site	Sale: Alcohol sold and consumed on the premises	
Off Site	Sale: Alcohol sold and NOT consumed on the premises.	
On & 0	off Site Sale: Alcohol sold that MAY be consumed on the premises.	
ee Structure:		
Gaming	1 F (	
	"21" Tables – \$151.00 per table – per Quarter	
Liquor:	Temporary (Non-Profit) - NO CHARGE	
	Temporary - \$10.00	
	On Site Sale - \$40.00 - per Quarter	
	Off Site - \$30.00 – per Quarter	
	on she osco per Quarter	

#### PLEASE NOTE THAT NEW APPLICANTS REQUIRE FINGERPRINT CARDS AND A PHOTOGRAPH.

The undersigned applicant certifies that the foregoing information is true and correct to the best of his/her knowledge and belief. The undersigned states that certification is made with the full knowledge that any failure to disclose, misstatement,

	hellin		1	*		
<u> </u>	Applicant Signature			Issuing	g Employee & ID#	
	/ \ *	. 0	<b>OFFICE USE OF</b>	<b>VLY</b>		
Date schedul	led for Commission.					
Approved:						
Denied:						
REVISED 2007	70323	and the second	der en geben en en der beiden en geben en der eine eine geben der einen der beiden eine der beiden eine der bei		anna can tharainn a tha ann an tharain a la cana a tharainn a suite ann a tharainn a suite a suite a suite a s	

Agenda Item Number ___14___

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS: Update from the Lander County Recreation Supervisor, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action: This is a non-action item.

Payments From 03/01/2018 To 05/18/2018

### SALES REVENUE ACCOUNTS

Account		Paid	Adj	Disc	Total
052-00032060	052-00032060	3550.00	0.00	0.00	
052-00034042	052-00034042	450.00	0.00	0.00	3550.00
052-00034043	052-00034043	650.00	0.00	0.00	450.00 650.00
Cart Fees	052-000-34043	1700.00	0.00	0.00	1700.00
Golf course-green fees	052-000-32060	2850.00	0.00	0.00	2850.00
Rec center	052-000-34010	10633.00	0.00	0.00	10633.00
Trail Fees	052-000-34042	675.00	0.00	0.00	675.00
civic center damage deposits	052-000-36012	500.00	0.00	0.00	500.00
civic center rental rates	052-000-36010	3400.00	0.00	0.00	3400.00
		24408.00	0.00	0.00	24408.00

#### **PAYMENT ACCOUNTS**

Account		Paid	Adj	Disc	Total
Cash	Cash	12915.00	0.00	0.00	12915.00
Check	Check	11493.00	0.00	0.00	11493.00
		24408.00	0.00	0.00	24408.00

Agenda Item Number _15____

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

Discussion and possible action to hire a Lander County Human Resource Director after deliberation of the recommendations from the Human Resources Interview committee, the possible selection to include:

- a) Matthew Gould;
- b) Pamela Kostelnik;

And all other matters properly related thereto.

Public Comment:

Background:

Agenda Item Number _16____

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

Discussion only regarding the Employee #381, Tamara Dimitroff, to consider her character, professional competence, alleged misconduct, or physical or mental health. The Board will go to a closed session to discuss health and medical issues only if Ms. Dimitroff as required under NRS 241.030, 241.031 and 241.033. Before closing the meeting the Commission must approve a member's motion to close the meeting which specifies the nature of the business to be considered and the statutory authority on which the meeting will be closed.

Public Comment:

Background: attached

Agenda Item Number ___17___

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

Discussion and possible action on the Operating Engineers 3 request on behalf of Employee #381, Tamara Dimitroff. This request is to approve already used 71.5 hours of used sick and/or annual leave due to an injury incurred at work to be re-credited back to employee, and further requests the County to cover medical benefits (which includes vision & dental), PERS Retirement and Life Insurance while the employee is out on medical leave for same injury; and all other matters properly related thereto.

Public Comment:

Background: Attached

AL DE

AGENDA	REQUEST	FORM
--------	---------	------

Cell	1
Tanny Dimitro	ff ,
374-004	
······································	

COMMISSIONER MEETING DATE: 5	5-24-2018
------------------------------	-----------

NAME_Phillip Herring_____REPRESENTING: OE.3

ADDRESS: 1290 Corporate Blvd. Reno NV. 89502*

PHONE(H): 775-329-5333 (W): 775-432-5037 (FAX): 775-329-5422

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 775-432-5037

WHO WILL BE ATTENDING THE MEETING Self/ Employee by phone JOB TITLE Business Agent

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Discussion and possible action regarding the employees work related injury and the use of benefits to cover the loss of work related to the injury and the use of benefits to cover the loss of work related to the injury and the to recovery from the work related injury and other matters properly related therto

BACKGROUND INFORMATION Employee slipped and fell on ice in the paking lot around the solar aray

at the County facility and injured the left shoulder requiring surgery and recovery

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? restore loss of PERS, sick, wages,

annual leave time at the time of injury and for future rcovery time

		the second se
ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST:	YES X	NO
AMOUNT: See Attached Material		
HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING?	YES	NO_X_
WHEN?		
HAS THIS ISSUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT HEADS	YES X	NO
ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST - NOT A	T THE MEETING,	
IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST?	YES X	NO
IF THE ITEM IS A CONTRACT AND/OR AGREEMENT, OR REQUIRES LEGAL REVIE BY THE DISTRICT ATTORNEY'S OFFICE PRIOR TO AGENDA SETTING OR IT WILL	W, IT MUST BE R	eviewed Agenda.

BY THE DISTRICT ATTORNEY'S OFFICE PRIOR TO AGENDA SETTING OR IT WILL NOT GO ON THE AGENDA. HAS THE DISTRICT ATTORNEY'S OFFICE PROVIDED THE REQUIRED REVIEW? YES_____ NO_X_

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

Provin DATE 5-10-2018 BOARD MEETS THE 2ND AND 4TH THURSDAY OF EACH MONTH COMMISSION FAX (775) 635-5332

### **OPERATING ENGINEERS LOCAL UNION No. 3**

9

1290 CORPORATE BLVD., RENO, NV 89502 • (775) 857-4440 • FAX (775) 857-4443 Jurisdiction: Northern California, Northern Nevada, Utah, Hawaii, and the Mid-Pacific Islands

May 10, 2018

Lander County Commissioners

50 State Route 305 Battle Mountain, NV 89820

Subject: Request of closed session

Honorable Commissioner,

The OPERATING ENGINEERS LOCAL UNION No. 3 would like to request a closed session conference call with employee # 381 prior to the agenda items to discuss her current medical condition and future benefits due to her work related injury.

Respectively

Phillip Herring OE 3 Business Agent Honorable Commissioner:

The cost that would be associated with granting this request is: Refund of Sick & Annual Leave "already used" for Workman's Comp time off only. The total below is from February 22, 2018 thru May 9, 2018.

Total 71 Hours taken @ \$26.53 an hour = \$1,883.63 for compensation. This would rollover back on the books, not paid out in cash. That way Employee # 381 would be able to use for compensation on payroll.

There will also be a couple of doctors visits after this date, one on May 30th and when lab work is needed before surgery, asking to add these hours back on when used also.

When Sick and Annual Leave has expired, there will be no wages earned after that. That will leave only the Medical benefits (which includes vision & dental), PERS Retirement & Life Insurance. We are asking for the County to keep paying the premiums while Employee is out on medical leave. SEE ATTACHED BENEFITS TOTAL AND EMPLOYEE PAYSTUB.

Employee does have available on the books as of May 9,2018, 100.12 hours of annual leave & 12 hours of sick leave, which will be used also, till they expire, during the time she is out on medical leave. Employee is expected to be out on leave approximately 6 to 8 weeks. This total of leave credits will only get her through less than 4 weeks. At that time, after the County notifies Workmans Comp, it is understood that Workmans Comp will proceed with processing her wages at 66 2/3's, but not her benefits. Thus why we are asking Lander County to carry these benefits while she is out on leave.

This Employee has been employed by Lander County since January 9, 1995, with previous 10 months in 1991 with the Clerk's Office, bringing her years of service to almost 24 years. Half of those years with the Lander County Sheriff's Office and half with Public Works.

Name & Address Emp #

00381 DIMITROFF, TAMARA C. 002-066 02

214 MIDDLE GATE DRIVE BATTLE MOUNTAIN, NV 89820

\$2,12240 aweeks) TOTAL GROSS PAY \$2,087 Taxable GROSS BENEFITS: EMPLOYER-PAID 270.82 MEDICARE 30.2 RETIREMENT PACT EMPLOYER PAID MEDICAL INSUR DENTAL INSURANCE Carpleyee only VISION INSURANCE LIFE INSURANCE \$1,75 TOTAL EMPLOYER-PAID BENEFITS

After Employee Sick& Annual Leave Expired then workman's Comp will Kicking pay the Employee bb73's wages. Of Londer County agrees, the medical, Refirement & Life Onsurance premiums Will equal \$1,36103

tota

	E	Payroll H	istory Deta	il			PR011	OC
Employee Number 003	<b>81</b> Name	DIMITROL	FF, TAMARA	C.		Dir Dep	(X) <b>X</b>	
Check Date 4/13/18	C	Check/Dir	Dep # 0091	15	Period	End Date	4/08/18	
Typ Description	Hours	Rate	Amount	Fnd	Dpt	Acct	NB	FF

Total Gross:	DEDUCTIONS:	Emplo	yee	Emp	oloyer
2,122.40	Ded# Description	Regular	Adjustmt	Regula	Adjustmt
Taxable Gross:	422 MED INS EMPLR			723.46	
2,083.16	423 DENTAL INS	(15.51)	NOTE IN THE CONTRACT OF A DESCRIPTION OF	45.34	(29.82)
Soc Sec Gross:	424 LIFE INSURANCE	an and a second and a second and a second a s	a transforma a fan de San Carriera a Ada arg af "Staden ar manada ar mai e anna a sean a Sala e e stade ar	(5.20	
.00	ann an fheirige an fheirige an fear an fear (1992) fheirige a ann an fheirige an far far an far an far an far a	an a	والكالة المحمد ومعاولة المعاولة والمتحمد والمتحمد والمتحمة والمتحمد والمحمد والمراكبة المعاون المحمد		and a second
Medicare Gross:					
2,083.16		Y n			
Net Pay:		Dependent			
1,571.62		U			
PERS Gross:					
2,122.40					
F12=Cancel(Return	n) F2=Leave Dat	a	-	Page Fwd,	Back Page 2

	I	Payroll Hi	story Deta	il	Payroll	Type(R/S)	R PR0110B
Employee Number 003			F, TAMARA			Dir Dep	(X) X
Check Date 4/13/18			Dep # 0091			End Date	4/08/18
Typ Description	Hours	Rate	Amount	Fnd	Dpt	Acct	NB FF
RT HOURLY	20.00	26.5300	530.60	226	000	51020	
RT HOURLY	20.00	26.5300	530.60	236	000	51020	
RT HOURLY	40.00	26.5300	1,061.20	002	066	51020	

Total Gross:	DEDUCTIONS:	Employee	Employer
2,122.40	Ded# Description	Regular_ Adjustmt	Regular Adjustmt
Taxable Gross:	010 FIT	(270.82)	
2,083.16	030 FICA		
Soc Sec Gross:	040 MEDICARE	(30.21)	30.21
.00	050 RETIREMENT	an a gana mana 1994 mana 1994 mang mang mang mang mang mang mang mang	594.27
Medicare Gross:	090 PACT	na na panghétangkan kangkan ang ang ang ang ang ang ang ang ang a	93.42
2,083.16	131 VISION INSUR		(8.28)
PERS Gross:	225 AFLAC 125	39.24	
2,122.40	250 PERS PURCHASE	20.00 done	
Net Pay:	400 WELLS FARGO	100.00	
1,571.62	418 DEPOSIT	( 75.00 )	
F12=Cancel(Retur	n) F2=Leave Da	ata	<b>Page Fwd</b> Page 1

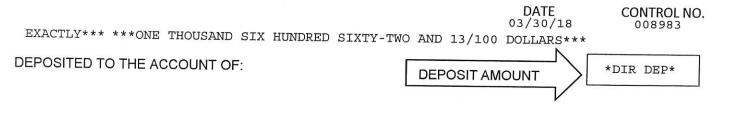
#### COUNTY OF LANDER

BATTLE MOUNTAIN, NEVADA

NAME DIMITROFF,	TAMARA C		SOC SEC	0. 	DEDUCTIONS	THIS PAY PERIOD	YEAR TO DATE
EMP# 00381		CHECK # 008983	PERIOD ENDING 03, CHECK DATE 03, 0 ADDED FIT	/25/18 /30/18	FIT MEDICARE AFLAC 125 DEDG DUDGUDGT	270.82 30.21 39.24	1,959.76 211.47 274.68
Annual Leave Short-term dis Fam/Med Leave Bereavement WorkComp Leave Sick Leave		DAYS ACCRUED	BALANCE 142.120	TAKEN YTD 32.000 83.500 58.000	PERS PURCHASE WELLS FARGO DEPOSIT DENTAL INS	20.00 100.00	140.00 700.00 450.00 46.53
GROSS PAY	HOURS	RATE	THIS PAY PERIOD				
HOURLY HOURLY HOURLY	20.00 20.00 40.00	26.5300 26.5300 26.5300	530.60 530.60 1,061.20				
TOTAL GROSS PAY			2,122.40		8		
YTD GROSS	YTD TAXABL	E GROSS	TAXABLE GROSS PAY	х. Х	TOTAL DEDUCTIONS	1.60.07	
14,856.80	14,58	32.12	2,083.16		NET PAY	460.27 1,662.13	3,782.44 11,074.36

# COUNTY OF LANDER BATTLE MOUNTAIN, NEVADA

NOTICE OF DEPOSIT



DIMITROFF, TAMARA C. 214 MIDDLE GATE DRIVE BATTLE MOUNTAIN, NV 89820

NON-NEGOTIABLE

- PAYROLL ADVICE ONLY -THIS IS NOT A CHECK

Agenda Item Number ___18___

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

Discussion and possible action to approve/disapprove the final budget for FY 2018/2019 for submission to the State of Nevada Department of Taxation, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action: Approval of FY 2018/2019 final budget

# Lander County Fiscal Officer Cindy Benson



May 24, 2018 Commission Meeting

I am requesting to rollover in the amount of \$17,500 for RM-2 B.M. Senior Center roof project. This project will not be completed by the June  $30^{th}$  deadline.

chenson@landercountynv.org

From:	mbunch@nvcourts.state.nv.us
Sent:	Thursday, May 17, 2018 9:44 AM
To:	Cindy Benson
Cc:	Jim Shirley; Judge Max Bunch (Judge Max Bunch); Judge Max Bunch
Subject:	FY18-19 Budget

Cindy in the next year's budget for Austin Justice Court we put In that budget for the amount of \$20,000 in the salaries line over and above the amount approved by the Commission plus longevity. The District Court Judge and I discussed this and we would like to move those amounts of money to the 284 line Drug Court before the budget gets final approval by the Commission. Longewity is 3,481.

Moved From 001-024-51010

Thanks for your help

5 Drug court Master and Justice of the Peace

Agenda Item Number ___19___

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

Public Comment:

Background:

- 1. Monthly Reports to Lander County Commissioners. March/April, 2018.
- State of Nevada. Department of Conservation & Natural Resources. Request for Release/Spill Information. Thomas Hoffman Trucking mobile release, Hwy 50 MM13, Lander County, Nevada.
- 3. United States Department of the Interior. Bureau of Land Management. Tonoah Field Office. Interested Public. Central Nevada Test Area.
- United States Department of the Interior. Bureau of Land Management. Elko District Office. Interested Party. Livestock Trailing Programmatic Environmental Assessment.

# MONTHLY REPORTS TO LANDER COUNTY COMMISSIONERS

# MARCH / APRIL, 2018

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

## Lander County Clerk's Office

## Monies Collected for the Month of:

## APRIL, 2018

ACCOUNT	AMO	UNT
TOTAL STATE FEES	\$	1,609.00
TOTAL COUNTY FEES	\$	2,119.15
TOTAL LAW LIBRARY FUND	\$	300.00
TOTAL DOMESTIC VIOLENCE	\$	100.00
TOTAL LEGAL AID FUND	\$	298.00
TOTAL DRUG TEST FEES	\$	580.00
TOTAL MONIES COLLECTED FOR		
THE MONTH OF APRIL, 2018	\$	5,006.15

Sadie Sullivan

LANDER COUNTY CLERK

#### Clerk's Report to Auditor of Costs and Fees Collected

## Approved by State Board of Accounts for LANDER COUNTY County - 2018

## To Auditor of LANDER COUNTY County, NEVADA Collecting for Period: 03/28/2018 thru 04/30/2018

Account	Prior Collections	Collections This Period	Year To Date Collections
GI AA FEE - GENETIC MARKER ANALYSIS	1,833.00	186.00	2,019.00
61 AA FEE - JUSTICE #085-32003	4,305.00	441.00	4,746.00
61 AA FEE - JUVENILE #286-32006	1,230.00	126.00	1,356.00
61 AA FEE - STATE (A #090-32005	21,093.94	1,838.00	22,931.94
6I AA FEE - STATE (G #090-000-32013	3,075.00	315.00	3,390.00
61 BAIL FORFEITURES #001-35030	42,481.00	3,904.00	46,385.00
61 BAIL/BOND PROCESSING FEE	37.50	0.00	37.50
61 BOND FILING FEE VICTIMS OF CRIME	50.00	0.00	50.00
61 CIVIL FEES	37.50	18.75	56.25
61 CIVIL FEES - COURT ACCOUNT/	25.00	6.25	31.25
61 COUNTY FINES/FORF #001-35030	2,615.00	660.00	3,275.00
	400.00	0.00	400.00
6I DEPARTMENT OF WILDLIFE - COUNTY 6I DEPARTMENT OF WILDLIFE CIVIL FEES	720.00	0.00	720.00
61 DEPARTMENT OF WILDLIFE CIVIL FELS 61 DOMESTIC VIOLENCE FEE	0.00	0.00	0.00
	0.00	0.00	0.00
6I DUI SPECIALTY COURT FEE (AOC) 6I EPAYMENT CONVENIENCE FEE	1,708.64	145.89	1,854.53
61 FACILITY ASSESSME #285-34201	6,143.50	647.50	6,791.00
61 FACILITY ASSESSME #285-34201 61 FELONY/GROSS MISD FORF -	0.00	0.00	0.00
	0.00	0.00	0.00
SPECIALTY CO 6I FELONY/GROSS MISD FORF - VICTIMS	0.00	0.00	0.00
OF C	0.00	0.00	0.00
61 FINE - STATE OF N #090-35030	135.00	0.00	135.00
6I FINE -LANDER COUN #090-35030	0.00	0.00	0.00
6I LC98-3 OTHER #01-32009	10.00	10.00	20.00
6I MISCELLANEOUS FEE #001-000-38080	61.15	0.00	61.15
6I NON SUFFICIENT FUNDS	30.00	0.00	30.00
6I NRS 4.065 (SB#62) #090-32015	1.00	1.00	2.00
61 OVERPAYMENTS TO THE COUNTY	5.00	1.00	6.00
6I SPECIALTY COURT F #090-32207	4,312.00	455.00	4,767.00
6I SUBSTANCE ABUSE FEE (CHEMICAL	0.00	0.00	0.00
FEE)			
Totals.	90 309 23	8 755 39	99 064 62

Totals: 90,309.23

## 8,755.39

99,064.62

State of NEVADA LANDER COUNTY 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.

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CLERK OF THE AUSTIN JUSTICE COURT COURT

LANDER COUNTY CLERK

2011 ( 1990 - Contra da Co

2018 MAY -3 AMII: 01

CETTED

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 001 100 AUSTIN TOWNSHIP - CRIMINAL ACCOUNT P.O. BOX 100 DATE 94-7074/3212 AUSTIN, NV 89310 PAY TO THE ORDER OF S 52 DOLLARS WELLS FARGO BANK, N.A. NEVADA VOID AFTER 90 DAYS MEMO 1 #OO1100# #321270742# 0404029175# 223

ARGENTA JUSTICE COURT MONTHLY FINANCIAL STATEMENT FILED 2018 MAY - 2 AM 10:00 LANDER COUNTY CLERK

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

Stewart-Seeling

(WEDDING)

\$ 70.00

TOTAL

\$ 70.00

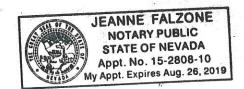
MAX W. BUNCH

MAX W. BUNCH JUSTICE OF THE PEACE

State of Nevada County of Lander

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

on



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End Of Period Listing - Actual From 03/30/2018 14:55:07.89 TO 05/01/2018 10:08:46.84 ARGENTA JUSTICE COURT

37,121.50

Disbursed Total

FINES & FEES MONTH OF APRIL 2018

Account	Payee Name	Check		Disbursed Amount	
		Number	Status Code		of Cases
6H AA FEE - STATE (AOC)	LANDER COUNTY TREASURER	N/A	N/A	7,841.00	203
6H AA FEE - JUSTICE	LANDER COUNTY TREASURER	N/A	N/A	1,617.00	203
6H AA FEE - JUVENILE	LANDER COUNTY TREASURER	N/A	N/A	462.00	203
6H AA FEE - STATE (GENERAL)	LANDER COUNTY TREASURER	N/A	N/A	1,155.00	203
6H AA FEE - GENETIC MARKER ANALYSIS	LANDER COUNTY TREASURER	N/A	N/A	675.00	199
6H BAIL/BOND PROCESSING FEE BOND	LANDER COUNTY TREASURER	N/A	N/A	18.75	г
FEES					
6H CIVIL FEES	LANDER COUNTY TREASURER	N/A	N/A	1,213.50	29
6H CIVIL FEES - COURT ACCOUNT	LANDER COUNTY TREASURER	N/A	N/A	505.88	3.0
6H COPY FEES	LANDER COUNTY TREASURER	N/A	N/A	4.12	0
6H FACSIMILE FEES	LANDER COUNTY TREASURER	N/A	N/A	281.25	0
6H FINE - STATE OF NEVADA	LANDER COUNTY TREASURER	N/A	N/A	94.00	1
6H COUNTY FINES/FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	5,087.00	19
6H FACILITY ASSESSMENT FEE	LANDER COUNTY TREASURER	N/A	N/A	2,280.00	200
6H LC98-3 OTHER	LANDER COUNTY TREASURER	N/A	N/A	280.00	28
6H MARRIAGE FEE - STATE	LANDER COUNTY TREASURER	N/A	N/A	5.00	0
6H SUBSTANCE ABUSE FEE (CHEMICAL	LANDER COUNTY TREASURER	N/A	N/A	60.00	1
FEE)					
6H NRS 4.065 (SB#62)	LANDER COUNTY TREASURER	N/A	N/A	28.00	28
CH SPECIALTY COURT FEE (MISD)	LANDER COUNTY TREASURER	N/A	N/A	1,596.00	200
<b>VEH DUI SPECIALTY COURT FEE (AOC)</b>	LANDER COUNTY TREASURER	N/A	N/A	100.00	1
6H STATE FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	13,793.00	188
6H BOND FILING FEE VICTIMS OF CRIME	LANDER COUNTY TREASURER	N/A	N/A	25.00	1

*** End of Report ***

COUNTY OF LANDER STATE OF NEVADA

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

Subscribed and sworn to before me this 1ST day of May, 2018.

Justice of the Peace

FILED 2018 MAY - 1 AM 11: 33 LANDER COUNTY CLERK

ч Page:

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

# FLED

2018 MAY -1 PM 2: 40

MONTHLY REPORT

LANDER COUNTY CLERK

The following fees were collected for the period of April 1, 2018 thru April 30, 2018.

ACCOUNT	AMOUNT
RECORDINGS	\$1,967.00
OUTSTANDING RCD	\$0.00
OVERPYMT KEPT	\$2.10
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)	\$1,610.40
REAL PROPERTY TRANSFER TAX (State .10)	\$292.80
REAL PROPERTY TRANSFER TAX (State 1.30)	\$3,806.40
COPY WORK	\$568.40
SB 14 DOMESTIC VIOLENCE FUND	\$15.00
TECHNOLOGY FEE	\$395.00
FUND TO ASSIST (Previous Foster Care)	\$79.00
LEGAL SERVICES FOR INDIGENT	\$237.00
COMPENSATION OF INVESTIGATORS APPOINTED BY DISTRICT COURT	\$79.00
DEPARTMENT OF MINERALS (State)	\$50.00
MAPS	\$75.62
TOTAL AMOUNT REMITTED TO TREASURER:	\$9,177.72

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Lander County Recorder

REPORTING MONTH OF March 2	018	FUND #300TECHNOLOGY FEES
RECORDER		
BEGINNING BALANCE March 2018 REVENUE Expenditures Adjustment ENDING BALANCE March 2018	\$50,996.94 \$2,295.00 (180.93) \$53,111.01	Yearly Recap July 2017 Thru June 30, 2018         2,414,584.78           Beginning Bal July 2017         2,414,584.78           Revenue         673,537.63           Expenditures         (651,592.78)           Interest         22,106.71           Adj         (96,384.41)           Ending Balance June 30, 2018         2,362,251.93
BEGINNING BALANCE March 2018 REVENUE EXPENDITURES Adj Btwn Fnds Interest 2017 Adjustment ENDING BALANCE-March 2018	\$2,267,707.08 22,012.32 (7,579.21) - -	
CLERK BEGINNING BALANCE March 2018 REVENUE EXPENDITURES Interest 2017 Adjustment ENDING BALANCE March 2018	\$28.15 \$0.00 \$0.00 \$0.00 \$28.15	
TOTALS March 2018 Beginning Balance Recorder Assessor CLERK March 2018 Ending Balance	\$2,345,704.75 2,114.07 14,433.11 \$0.00 \$2,362,251.93 \$2,362,251.93 Lander County Treasurer/Gene Etcheverry	2018 APR 10 PM 2: 32 LANDER COUNTY CLERK
		and a second and the second se

June: 04/04/18 11:01:27

# FUR ACCOUNTS: 000 THRU 979 - 3/01/18 THRU 3/30/18

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PBA ko.		300-000-32221-000 200-000-000-000	000-0000-000-000 300-000-000-000	300-000-32221-000	300-000-32221-000	300-000-000-000	300-000-3223-000	300-000-32223-000	300-000-3223-000	300-000-32223-000	300-000-3223-000	300-000-3223-000	300-000-3223-000	300-000-32221-000	
Ralance	2,345,704.75	2,346,319.75	2,338,783.86	2,338,943.86	2,339,053.86	2,338,829.61	2,338,831.35	2,347,257.77	2,347,258.40	2,347,259.69	2,347,260.98	2,347,279.41	2,360,841.93	2,362,251.93	
Credit Anount	Beginning Balance	615.00		160.00	110.00		1.74	8,426.42	. 63	1.29	1.29	16.43	13,562.52	1,410.00	24,307.32
Debit Anount	Begim	LC PER	6, 441. 23 93, 94			224.25									7,760.14
rp Date IYPE- FUND		03/08/18	01/PT/20	03/20/18	03/26/18	03/30/18	BT/0E/E0	03/30/18	03/30/16	03/30/18	03/30/18	03/30/18	03/30/18	01/0E/E0	
Act TP TYA			200 DVC	300 CK	300 C.K	SQ 00E	300 CK	300 CR	300 C.K	300 CR	300 CK	300 C.K	300 CK	300 CK	
Kopt No. Receipt Description ACCBUNT-300 TECHNBLUCY FEES		NEEK ENDING	3038 SPEC EXPND 03-08-18	HEEK	58340 UEEK ENDING 03-23-18	3238 CUNN DILLS 03-22-18	58369 2016-17 REAL PRUP	58370 2017-18 REAL PROP	58371 2013-14 PERS PROP	58372 2014-15 PERS PRDP	58373 2015-16 PERS PRUP	58374 2016-17 PERS PROP	58375 2017-18 PERS PRDP	58380 NEEK ENDING 03-31-18	
tain (2004)														22	8

RECURDER TECH FEES RECURDER TECH FEES

ASSESSUR TECH FEES ASSESSUR TECH FEES ASSESSUR TECH FEES ASSESSUR TECH FEES ASSESSIIN TECH FEES ASSESSIDE TECH FEES

RECIRDER TECH FEES

ACCENNT-300 TECHNELDGY FEES

2,362,251.93 ENDING BALANCE

ASSESSIIK TECH FEES NECUNDEN TECH FEES

Report No: PB2030LANDER COUNTYPage88Run Date : 04/09/18PUBLIC BUDGET ACCOUNTINGELAPSED TIM75 %STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

300 TECHNOLOGY FEES PERIOD ENDING 3/31/18

	FINAL	****** ACT	'UAL *******	OVER -	
	AMENDED	CURRENT	YEAR	UNDER	
	BUDGET	PERIOD	TO DATE	BUDGET	olo
REVENUES					
31010 REAL PROPERTY TAXES-	.00	.00	.00	.00	0
32221 RECORDER TECH FEES	8,500.00	2,295.00	21,997.00	13,497.00-	258
32223 ASSESSOR TECH FEES	300,000.00	22,012.32	234,460.51	65,539,49	78
32224 DIST COURT TECH FEES	.00	.00	.00	.00	0
38007 INTEREST-RECORDER	21.00	.00	.00	21.00	0
38009 INTEREST-ASSESSOR	2,125.00	.00	.00	2,125.00	0
38013 INTEREST-DIST. COURT	.00	.00	.00	.00	Ö
38046 ASSESR TECH NET PRO	.00	.00	.00	.00	0
38080 MISCELLANEOUS REVENU	.00	.00	.00	.00	0
38122 GRANT-OTS CRASH	.00	.00	.00	.00	0
39009 TRANS IN FMV	.00	.00	.00	.00	0
TOTAL REVENUES	310,646.00	24,307.32	256,457.51	.00	12.1
			200,407.01		82
EXPENDITURES					
59045 TRANS OF REVENUES	.00	.00	.00	0.0	0
STAND OF NEVEROLD		.00	.00	.00	0
TOTAL	.00	.00	.00	.00	
IOIAL			.00	.00	0
067 RECORDER					
53920 SERVICE AND SUPPLIES	17,500.00	93.94	F 0F4 73	11 645 00	
53991 MINOR EQUIP/FURNITUR	5,000.00		5,854.73	11,645.27	33
		.00	2,127.94	2,872.06	42
59015 TRANS OUT INTEREST	.00	.00	.00	.00	0
59950 MISCELLANEOUS	2,500.00	86,99	86.99	2,413.01	3
TOTAL RECORDER	25,000.00	180.93	8,069.66	16,930.34	32
068 ASSESSOR					
53920 SERVICE AND SUPPLIES	550,000.00	7,579.21	82,008.21	467,991.79	14
53991 MINOR EQUIP/FURNITUR	315,000.00	.00	52,859.00	262,141.00	16
54010 NEW FIXED ASSETS	770,000.00	.00	25,294.00	744,706.00	3
54095	.00	.00	.00	.00	0
59045 TRANS OF REVENUES	.00	.00	.00	.00	0
59405	.00	.00	.00	.00	Ö
TOTAL ASSESSOR	1,635,000.00	7,579.21	160,161.21	1,474,838.79	9
069 DISTRICT COURT					
53920 SERVICE AND SUPPLIES	.00	.00	.00	.00	0
53991 MINOR EQUIP/FURNITUR	.00	.00	.00	.00	0
TOTAL DISTRICT COURT	.00	.00	.00	.00	0
TOTAL EXPENDITURES	1,660,000.00	7,760.14	168,230.87	1,491,769.13	10
NET REV & EXPENDITURE	1,349,354.00-	16,547.18	88,226.64	1,437,580.64-	6-
			=======================================	. ============	====

REPORTING MONTH OF April 201	2018 FUND #300TECHNOLOGY FEES	
RECORDER		
BEGINNING BALANCE April 2018	\$53,111.01 Yearly Recap July 2017 Thru June 30, 2018	
REVENUE	Beginning Bal July 2017	2,414,584.78
Expenditures		674,038.68
Adjustment Enning Rai Ance Anri 2018	CE3 183 10 Intercet	(660,926.50)
	Adi	22,106.71
ASSESSOR	ing Balance June 30, 2018	2,308,419.26
BEGINNING BALANCE Anril 2018	\$2 285 140 19	
REVENUE	106.05	
EXPENDITURES	(9,011.20)	
Adj Btwn Fnds	(45,000.00)	
Interest 2017 Adjustment		
ENDING BALANCE-April 2018	\$2,231,235.04	
CLERK		
BEGINNING BALANCE ABril 2018	\$28.15	
	\$0.00	
EXPENDITURES	\$0.00	
Interest 2017 Adjustment ENDING BALANCE April 2018	\$0.00 \$28.15	
TOTALS		
April 2018 Beginning Balance	\$2.362.251.93	
Recorder	72.48	
Assessor	(53,905.15)	
OLEKK Abril 2018 Ending Balance	\$0.00 \$2 308 419 26	
	amo i ha afai	ħ
X	L' P. P.	
Lander	Lander County Treasurer/Gene Etcheverry	

Report No: PB2030LANDER COUNTYRun Date : 05/04/18PUBLIC BUDGET ACCOUNTING Page 89 ELAPSED TIM 83 % STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

## 300 TECHNOLOGY FEES PERIOD ENDING 4/30/18

REVENUES         BUDGET         PERIOD         TO DATE         BUDGET         \$           31010         REAL PROPERTY TAKES-         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00		FINAL AMENDED	****** ACT CURRENT	UAL ******* YEAR	OVER - UNDER	
31010         REAL         PROPERTY         TAKES         .00         .00         .00         .00         00         00           32221         RECORDER TECH FEES         8,500.00         395.00         224,232.20         13,892.00         263           32223         ASSESOR TECH FEES         300,000.00         106         524,565.56         65,433.44         78           32224         DIST COURT TECH FEES         .00         .00         .00         .00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00		BUDGET	PERIOD	TO DATE	BUDGET	00
32211         RECORDER TECH FEES         8,500.00         395.00         22,392.00         13,892.00         263           32223         ASSESSOR TECH FEES         300,000.00         106.05         234,566.56         65,433.44         78           32224         DIST COURT TECH FEES         300,000.00         106.05         234,566.56         65,433.44         78           38007         INTEREST-ASSESSOR         21.20         00         00         100         01         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00         00 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>						
32223 ASSESSOR TECH FEES         300,000.00         106.05         234,566.56         65,433.44         78           32224 DIST COURT TECH FEES         .00         .00         .00         .00         200         100         00         234,566.56         65,433.44         78           32007 INTEREST-ASSESSOR         2,125.00         .00         .00         21.00         0           38009 INTEREST-ASSESSOR         2,125.00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00					.00	0
32224 DIST COURT TECH FEES         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00 </td <td></td> <td></td> <td></td> <td></td> <td>13,892.00-</td> <td>263</td>					13,892.00-	263
38007         INTEREST-RECORDER         21.00         00         .00         21.00           38009         INTEREST-ASSESSOR         2,125.00         .00         .00         2,125.00         0           38013         INTEREST-ASSESSOR         2,125.00         .00         .00         2,125.00         0           38043         INTEREST-ASSESSOR         2,125.00         .00         .00         .00         0           38043         INTEREST-ASSESSOR         2,125.00         .00         .00         .00         .00           38046         ASSESSTECH NET PRO         .00         .00         .00         .00         .00           38045         ARANT-OTS CRASH         .00         .00         .00         .00         .00           TOTAL         .00         .00         .00         .00         .00         0           COTAL         .00         .00         .00         .00         .00         .00         .00           TOTAL         .00         .00         .00         .00         .00         .00         .00           5945         TRANS OF REVENUES         17,500.00         23.24         5,948.67         11,551.33         33           5				234,566.56	65,433.44	78
38003 INTEREST-ASESSOR         2,125.00         0.0         0.00         2,125.00         0           38013 INTEREST-DIST. COURT         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00			.00	.00	.00	Ö
38013 INTEREST-DIST. COURT       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       <			.00	.00	21.00	0
38046         ASSEST         Tick                                                                                                      .		2,125.00	.00	.00	2,125.00	0
36080 MISCELLANEOUS REVENU       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       <		.00	.00	.00	.00	0
38122 GRANT-OTS CRASH       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .0		.00	.00	.00	.00	0
39009 TRANS IN FRV       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00 </td <td></td> <td>.00</td> <td>.00</td> <td>.00</td> <td>.00</td> <td>0</td>		.00	.00	.00	.00	0
33009 TEAMS IN FMV         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00	38122 GRANT-OTS CRASH	,00	.00	.00	.00	0
TOTAL REVENUES         310,646.00         501.05         256,958.56         53,687.44         82           EXPENDITURES         .00         .00         .00         .00         0         0         0           TOTAL         .00         .00         .00         .00         0         0         0           TOTAL         .00         .00         .00         .00         .00         0         0           O67 RECORDER         .00         .00         93.94         5,948.67         11,551.33         33           S3931 MINOR EQUIP/FURNITUR         5,000.00         228.58         2,356.52         2,643.48         47           S9050 MISCELLANEOUS         2,500.00         .00         .00         .00         0         0           S1920 SERVICE AND SUPPLIES         2,500.00         .00         .00         .00         .00         .00         .00           S1920 SERVICE AND SUPPLIES         550,000.00         9,011.20         91,019.41         458,980.59         16         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00	39009 TRANS IN FMV	.00	.00	.00		
EXPENDITURES         .00         .00         .00         .00         .00         00         00           TOTAL         .00         .00         .00         .00         .00         0           067 RECORDER         53920 SERVICE AND SUPPLIES         17,500.00         93.94         5,948.67         11,551.33         33           53920 SERVICE AND SUPPLIES         17,500.00         228.58         2,356.52         2,643.48         47           59015 TRANS OUT INTEREST         .00         .00         .00         .00         .00         .00           59950 MISCELLANEOUS         2,500.00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00	TOTAL REVENUES	310,646.00				
59045 TRANS OF REVENUES       .00       .00       .00       .00       .00       .00       00         TOTAL       .00       .00       .00       .00       .00       0       0         067 RECORDER       53920 SERVICE AND SUPPLIES       17,500.00       93.94       5,948.67       11,551.33       33         5391 MINOR EQUIP/FURNITUR       5,000.00       228.58       2,356.52       2,643.48       47         5015 TRANS OUT INTEREST       .00       .00       .00       .00       0       0         5950 MISCELLANEOUS       2,500.00       .00       .00       .00       .00       0         53920 SERVICE AND SUPPLIES       550,000.00       9,011.20       91,019.41       458,980.59       16         53921 MINOR EQUIP/FURNITUR       315,000.00       .00       .00       22,859.00       262,141.00       16         54010 NEW FIXED ASSETS       770,000.00       .00       .00       .00       .00       .00       .00         54045       TRANS OF REVENUES       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00						
TOTAL       .00       .00       .00       .00       0         067 RECORDER       53920 SERVICE AND SUPPLIES       17,500.00       93.94       5,948.67       11,551.33       33         53921 MINOR EQUIP/FURNITUR       5,000.00       228.58       2,356.52       2,643.48       47         59015 TRANS OUT INTEREST       .00       .00       .00       .00       0         59950 MISCELLANEOUS       2,500.00       .00       86.99       2,413.01       3         TOTAL RECORDER       25,000.00       9,011.20       91,019.41       458,980.59       16         53920 SERVICE AND SUPPLIES       550,000.00       9,011.20       91,019.41       458,980.59       16         53920 SERVICE AND SUPPLIES       550,000.00       9,011.20       91,019.41       458,980.59       16         53921 MINOR EQUIP/FURNITUR       315,000.00       .00       .00       26,294.00       744,706.00       3         54010 NEW FIXED ASSETS       .00       .00       .00       .00       .00       .00       .00         54025       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00 <td< td=""><td>EXPENDITURES</td><td></td><td></td><td></td><td></td><td></td></td<>	EXPENDITURES					
TOTAL         .00         .00         .00         .00         .00         0           067 RECORDER         53320 SERVICE AND SUPPLIES         17,500.00         93.94         5,948.67         11,551.33         33           53991 MINOR EQUIP/FURNITUR         5,000.00         228.58         2,356.52         2,643.48         47           59015 TRANS OUT INTEREST         .00         .00         .00         .00         .00         0           59950 MISCELLANEOUS         2,500.00         .00         86.99         2,413.01         3           TOTAL RECORDER         25,000.00         322.52         8,392.18         16,607.82         33           068 ASSESSOR         53991 MINOR EQUIP/FURNITUR         315,000.00         9,011.20         91,019.41         458,980.59         16           53910 MINOR EQUIP/FURNITUR         315,000.00         .00         52,859.00         262,141.00         16           54010 NEW FIXED ASSETS         770,000.00         .00         25,294.00         744,706.00         3           54045 TRANS OF REVENUES         .00         .00         .00         .00         .00         .00         .00           54045 ON OF REVENUES         .00         .00         .00         .00         .00 </td <td>59045 TRANS OF REVENUES</td> <td>.00</td> <td>.00</td> <td>.00</td> <td>-0.0</td> <td>0</td>	59045 TRANS OF REVENUES	.00	.00	.00	-0.0	0
OG7 RECORDER         100         100         100         0           53920 SERVICE AND SUPPLIES         17,500.00         93.94         5,948.67         11,551.33         33           53931 MINOR EQUIP/FURNITUR         5,000.00         228.58         2,356.52         2,643.48         47           59015 TRANS OUT INTEREST         .00         .00         .00         .00         0         0           59950 MISCELLANEOUS         2,500.00         .00         .00         .00         .00         0         0           59950 MISCELLANEOUS         2,500.00         .00         .00         .00         .00         0         0           53921 MINOR EQUIP/FURNITUR         550,000.00         9,011.20         91,019.41         458,980.59         16           53920 SERVICE AND SUPPLIES         550,000.00         9.011.20         91,019.41         458,980.59         16           54010 NEW FIXED ASSETS         770,000.00         .00         .00         .00         .00         .00         .00           59405         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00	1				.00	U
067 RECORDER         100         100         100         0           53920 SERVICE AND SUPPLIES         17,500.00         93.94         5,948.67         11,551.33         33           53931 MINOR EQUIP/FURNITUR         5,000.00         228.58         2,356.52         2,643.48         47           5015 TRANS OUT INTEREST         .00         .00         .00         .00         0           5950 MISCELLANEOUS         2,500.00         .00         86.99         2,413.01         3           TOTAL RECORDER         25,000.00         322.52         8,392.18         16,607.82         33           068 ASSESSOR         53920 SERVICE AND SUPPLIES         550,000.00         9,011.20         91,019.41         458,980.59         16           53921 MINOR EQUIP/FURNITUR         315,000.00         .00         52,859.00         262,141.00         16           54010 NEW FIXED ASSETS         770,000.00         .00         .00         .00         .00         .00           59405         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00	TOTAL	.00	.00	0.0		
53920 SERVICE AND SUPPLIES       17,500.00       93.94       5,948.67       11,551.33       33         53991 MINOR EQUIP/FURNITUR       5,000.00       228.58       2,356.52       2,643.48       47         59050 MISCELLANEOUS       2,500.00       .00       .00       .00       .00       0         59950 MISCELLANEOUS       2,500.00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00					00	
53991 MINOR EQUIP/FURNITUR       5,000.00       228.58       2,356.52       2,643.48       47         59015 TRANS OUT INTEREST       .00       .00       .00       .00       .00       0         59950 MISCELLANEOUS       2,500.00       .00       .00       .00       .00       0         TOTAL RECORDER       25,000.00       322.52       8,392.18       16,607.82       33         068 ASSESSOR       53920 SERVICE AND SUPPLIES       550,000.00       9,011.20       91,019.41       458,980.59       16         53910 MINOR EQUIP/FURNITUR       315,000.00       .00       .00       262,141.00       16         54010 NEW FIXED ASSETS       770,000.00       .00       .00       .00       .00       .00         54095       .00       .00       .00       .00       .00       .00       .00       .00         54095       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00 <td< td=""><td>067 RECORDER</td><td></td><td></td><td></td><td></td><td></td></td<>	067 RECORDER					
53991 MINOR EQUIP/FURNITUR       5,000.00       228.58       2,350.52       2,643.48       47         59015 TRANS OUT INTEREST       .00       .00       .00       .00       .00       0         59950 MISCELLANEOUS       2,500.00       .00       .00       .00       .00       0         TOTAL RECORDER       25,000.00       322.52       8,392.18       16,607.82       33         068 ASSESSOR       53920 SERVICE AND SUPPLIES       550,000.00       9,011.20       91,019.41       458,980.59       16         53920 SERVICE AND SUPPLIES       550,000.00       9,011.20       91,019.41       458,980.59       16         54010 NEW FIXED ASSETS       770,000.00       .00       .00       25,294.00       744,706.00       3         5405       .00       .00       .00       .00       .00       .00       0         54095       .00       .00       .00       .00       .00       .00       .00       .00         59405       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       <	53920 SERVICE AND SUPPLIES	17.500.00	93 94	5 948 67	11 661 77	2.2
59015 TRANS OUT INTEREST       .00       .00       .00       .00       .00       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0						
59950 MISCELLANEOUS       2,500.00       .00       86.99       2,413.01       3         TOTAL RECORDER       25,000.00       322.52       8,392.18       16,607.82       33         068 ASSESSOR       53920 SERVICE AND SUPPLIES       550,000.00       9,011.20       91,019.41       458,980.59       16         53991 MINOR EQUIP/FURNITUR       315,000.00       .00       52,859.00       262,141.00       16         54010 NEW FIXED ASSETS       770,000.00       .00       25,294.00       744,706.00       3         59045 TRANS OF REVENUES       .00       .00       .00       .00       .00       .00       0         59405       .00       .00       .00       .00       .00       .00       0       0         59405       .00       .00       .00       .00       .00       .00       .00       0         TOTAL ASSESSOR       1,635,000.00       54,011.20       214,172.41       1,420,827.59       13         069 DISTRICT COURT       .00       .00       .00       .00       .00       .00       0         53991 MINOR EQUIP/FURNITUR       .00       .00       .00       .00       .00       .00       .00       0         5399	The second s	and a second		A		
TOTAL RECORDER         25,000.00         322.52         8,392.18         16,607.82         33           068 ASSESSOR         53920 SERVICE AND SUPPLIES         550,000.00         9,011.20         91,019.41         458,980.59         16           53920 SERVICE AND SUPPLIES         550,000.00         9,011.20         91,019.41         458,980.59         16           53931 MINOR EQUIP/FURNITUR         315,000.00         .00         52,859.00         262,141.00         16           54010 NEW FIXED ASSETS         770,000.00         .00         .00         .00         .00         3           54095         .00         .00         .00         .00         .00         .00         .00           59045         TRANS OF REVENUES         .00         45,000.00         45,000.00         45,000.00         500         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00						
O68 ASSESSOR         53920 SERVICE AND SUPPLIES         550,000.00         9,011.20         91,019.41         458,980.59         16           53991 MINOR EQUIP/FURNITUR         315,000.00         .00         52,859.00         262,141.00         16           54010 NEW FIXED ASSETS         770,000.00         .00         25,294.00         744,706.00         3           54095         .00         .00         .00         .00         .00         .00         .00           59045         TRANS OF REVENUES         .00         45,000.00         45,000.00         45,000.00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00	COOMMUTICOTING CO	2,500.00	.00	86.99	2,413.01	3
O68 ASSESSOR         53920 SERVICE AND SUPPLIES         550,000.00         9,011.20         91,019.41         458,980.59         16           53991 MINOR EQUIP/FURNITUR         315,000.00         .00         52,859.00         262,141.00         16           54010 NEW FIXED ASSETS         770,000.00         .00         25,294.00         744,706.00         3           54095         .00         .00         .00         .00         .00         .00         .00           59045         TRANS OF REVENUES         .00         45,000.00         45,000.00         45,000.00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00         .00	TOTAL DECODDED	25 000 00				
53920 SERVICE AND SUPPLIES       550,000.00       9,011.20       91,019.41       458,980.59       16         53991 MINOR EQUIP/FURNITUR       315,000.00       .00       52,859.00       262,141.00       16         54010 NEW FIXED ASSETS       770,000.00       .00       25,294.00       744,706.00       3         54095       .00       .00       .00       .00       .00       .00       0         59045 TRANS OF REVENUES       .00       45,000.00       45,000.00       45,000.00       0       0         59405       .00       .00       .00       .00       .00       .00       0       0         TOTAL ASSESSOR       1,635,000.00       54,011.20       214,172.41       1,420,827.59       13         069 DISTRICT COURT       .00       .00       .00       .00       .00       .00       0         53991 MINOR EQUIP/FURNITUR       .00       .00       .00       .00       .00       0       0         TOTAL DISTRICT COURT       .00       .00       .00       .00       .00       .00       0         TOTAL DISTRICT COURT       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00<	IOIAL RECORDER	25,000.00	322.52	8,392.18	16,607.82	33
53920 SERVICE AND SUPPLIES       550,000.00       9,011.20       91,019.41       458,980.59       16         53991 MINOR EQUIP/FURNITUR       315,000.00       .00       52,859.00       262,141.00       16         54010 NEW FIXED ASSETS       770,000.00       .00       .00       25,294.00       744,706.00       3         54095       .00       .00       .00       .00       .00       .00       0         59045 TRANS OF REVENUES       .00       45,000.00       45,000.00       45,000.00       0       0         59405       .00       .00       .00       .00       .00       .00       0         TOTAL ASSESSOR       1,635,000.00       54,011.20       214,172.41       1,420,827.59       13         069 DISTRICT COURT       .00       .00       .00       .00       .00       .00       0         53991 MINOR EQUIP/FURNITUR       .00       .00       .00       .00       .00       .00       .00       0         TOTAL DISTRICT COURT       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00	DCD AGEGGOD					
53991 MINOR EQUIP/FURNITUR       315,000.00       .00       52,859.00       262,141.00       16         54010 NEW FIXED ASSETS       770,000.00       .00       25,294.00       744,706.00       3         54095       .00       .00       .00       .00       .00       .00       0       0         59045       TRANS OF REVENUES       .00       45,000.00       45,000.00       45,000.00       0       0       0         59405       .00       .00       .00       .00       .00       0       0       0       0         TOTAL ASSESSOR       1,635,000.00       54,011.20       214,172.41       1,420,827.59       13         069 DISTRICT COURT       .00       .00       .00       .00       .00       0       0         53920 SERVICE AND SUPPLIES       .00       .00       .00       .00       .00       0       0         TOTAL DISTRICT COURT       .00       .00       .00       .00       .00       .00       0       0         TOTAL DISTRICT COURT       .00       .00       .00       .00       .00       .00       .00       0       0         TOTAL EXPENDITURES       1,660,000.00       54,333.72       222						
54010 NEW FIXED ASSETS       770,000.00       .00       25,294.00       744,706.00       3         54095       .00       .00       .00       .00       .00       0       0         59045 TRANS OF REVENUES       .00       45,000.00       45,000.00       45,000.00       0       0       0         59405       .00       .00       .00       .00       .00       0       0       0         TOTAL ASSESSOR       1,635,000.00       54,011.20       214,172.41       1,420,827.59       13         069 DISTRICT COURT       .00       .00       .00       .00       .00       0         53920 SERVICE AND SUPPLIES       .00       .00       .00       .00       .00       0         53991 MINOR EQUIP/FURNITUR       .00       .00       .00       .00       .00       0         TOTAL DISTRICT COURT       .00       .00       .00       .00       .00       0       0         TOTAL EXPENDITURES       1,660,000.00       54,333.72       222,564.59       1,437,435.41       13         NET REV & EXPENDITURE       1,349,354.00-       53,832.67-       34,393.97       1,383,747.97-       2-						16
54095       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00 <td< td=""><td></td><td></td><td></td><td></td><td></td><td>16</td></td<>						16
59045 TRANS OF REVENUES       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00			.00	25,294.00	744,706.00	3
59405       .00       .00       .00       .00       .00       0         TOTAL ASSESSOR       1,635,000.00       54,011.20       214,172.41       1,420,827.59       13         069 DISTRICT COURT         53920 SERVICE AND SUPPLIES       .00       .00       .00       .00       0         53991 MINOR EQUIP/FURNITUR       .00       .00       .00       .00       0         TOTAL DISTRICT COURT       .00       .00       .00       .00       0         TOTAL EXPENDITURES       1,660,000.00       54,333.72       222,564.59       1,437,435.41       13         NET REV & EXPENDITURE       1,349,354.00-       53,832.67-       34,393.97       1,383,747.97-       2-		.00	.00	.00	.00	0
TOTAL ASSESSOR       1,635,000.00       54,011.20       214,172.41       1,420,827.59       13         069 DISTRICT COURT         53920 SERVICE AND SUPPLIES       .00       .00       .00       .00       0         53991 MINOR EQUIP/FURNITUR       .00       .00       .00       .00       0         TOTAL DISTRICT COURT       .00       .00       .00       .00       0         TOTAL DISTRICT COURT       .00       .00       .00       .00       0         TOTAL DISTRICT COURT       .00       .00       .00       .00       0         TOTAL EXPENDITURES       1,660,000.00       54,333.72       222,564.59       1,437,435.41       13         NET REV & EXPENDITURE       1,349,354.00-       53,832.67-       34,393.97       1,383,747.97-       2-	han an a	.00	45,000.00	45,000.00	45,000.00-	0
069 DISTRICT COURT       .00       .00       .00       0       0         53920 SERVICE AND SUPPLIES       .00       .00       .00       .00       0         53991 MINOR EQUIP/FURNITUR       .00       .00       .00       .00       0         TOTAL DISTRICT COURT       .00       .00       .00       .00       0         TOTAL EXPENDITURES       1,660,000.00       54,333.72       222,564.59       1,437,435.41       13         NET REV & EXPENDITURE       1,349,354.00-       53,832.67-       34,393.97       1,383,747.97-       2-	59405	.00	.00	.00	.00	0
069 DISTRICT COURT       .00       .00       .00       .00       0         53920 SERVICE AND SUPPLIES       .00       .00       .00       .00       0         53991 MINOR EQUIP/FURNITUR       .00       .00       .00       .00       0         TOTAL DISTRICT COURT       .00       .00       .00       .00       0         TOTAL EXPENDITURES       1,660,000.00       54,333.72       222,564.59       1,437,435.41       13         NET REV & EXPENDITURE       1,349,354.00-       53,832.67-       34,393.97       1,383,747.97-       2-						
069 DISTRICT COURT         53920 SERVICE AND SUPPLIES       .00       .00       .00       0         53991 MINOR EQUIP/FURNITUR       .00       .00       .00       0         TOTAL DISTRICT COURT       .00       .00       .00       .00       0         TOTAL EXPENDITURES       1,660,000.00       54,333.72       222,564.59       1,437,435.41       13         NET REV & EXPENDITURE       1,349,354.00-       53,832.67-       34,393.97       1,383,747.97-       2-	TOTAL ASSESSOR	1,635,000.00	54,011.20	214,172.41	1,420,827.59	13
53920 SERVICE AND SUPPLIES       .00       .00       .00       .00       0         53991 MINOR EQUIP/FURNITUR       .00       .00       .00       .00       0         TOTAL DISTRICT COURT       .00       .00       .00       .00       0         TOTAL EXPENDITURES       1,660,000.00       54,333.72       222,564.59       1,437,435.41       13         NET REV & EXPENDITURE       1,349,354.00-       53,832.67-       34,393.97       1,383,747.97-       2-						
53991 MINOR EQUIP/FURNITUR       .00       .00       .00       0         TOTAL DISTRICT COURT       .00       .00       .00       .00       0         TOTAL EXPENDITURES       1,660,000.00       54,333.72       222,564.59       1,437,435.41       13         NET REV & EXPENDITURE       1,349,354.00-       53,832.67-       34,393.97       1,383,747.97-       2-	069 DISTRICT COURT					
53991 MINOR EQUIP/FURNITUR       .00       .00       .00       .00       0         TOTAL DISTRICT COURT       .00       .00       .00       .00       0         TOTAL EXPENDITURES       1,660,000.00       54,333.72       222,564.59       1,437,435.41       13         NET REV & EXPENDITURE       1,349,354.00-       53,832.67-       34,393.97       1,383,747.97-       2-	53920 SERVICE AND SUPPLIES	.00	.00	.00	.00	0
TOTAL DISTRICT COURT       .00       .00       .00       0         TOTAL EXPENDITURES       1,660,000.00       54,333.72       222,564.59       1,437,435.41       13         NET REV & EXPENDITURE       1,349,354.00-       53,832.67-       34,393.97       1,383,747.97-       2-	53991 MINOR EQUIP/FURNITUR	.00				
TOTAL EXPENDITURES       1,660,000.00       54,333.72       222,564.59       1,437,435.41       13         NET REV & EXPENDITURE       1,349,354.00-       53,832.67-       34,393.97       1,383,747.97-       2-					.00	U
TOTAL EXPENDITURES       1,660,000.00       54,333.72       222,564.59       1,437,435.41       13         NET REV & EXPENDITURE       1,349,354.00-       53,832.67-       34,393.97       1,383,747.97-       2-	TOTAL DISTRICT COURT	.00	. 0.0	0.0		
NET REV & EXPENDITURE 1,349,354.00- 53,832.67- 34,393.97 1,383,747.97- 2-		<u> </u>	.00		.00	
NET REV & EXPENDITURE 1,349,354.00- 53,832.67- 34,393.97 1,383,747.97- 2-	TOTAL EXPENDITIRES	1.660.000.00	54 333 73	222 564 50	1 400 400 47	
	TOTTE ENTERDITORED		54,555.12		1,437,435.41	
		1 240 254 00	F2 020 65	21 222 1-		
	NGI KEV & EXPENDITURE					2 -
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TR2055 18 11:00:41	LANDER COUNTY TREASURER TREASURER''S ACCOUNTING LEDGER FUR ACCOUNTS: 000 THRU 999 - 4/01/18 THRU	Page 70 4/30/18
ceipt Description	Act TF Date Debit Amount Credit Amount	Dalance FDA No.
TECHNOLOGY FEES	TYPE- FUND	
	Beginning Balance	2,362,251.93
EC EXPND 04-06-18 MM BILLS 04-12-18 EK ENDING 04-13-18 EK ENDING 04-20-18 MM BILLS 04-26-18 J BETHEEN FUNDS 15-16 REAL PROP 16-17 REAL PROP 15-16 PERS PROP 16-17 PERS PROP 16-17 PERS PROP 17-18 PERS PROP EK ENDING 04-30-18	300 DS       04/13/18       93.94         300 DS       04/13/18       4,732.28         300 CR       04/13/18       4,732.28         300 CR       04/16/18       125.00         300 DS       04/23/18       135.00         300 DS       04/30/18       4,507.50         300 JU       04/30/18       45,000.00         300 CR       04/30/18       .11         300 CR       04/30/18       .39         300 CR       04/30/18       .27.63         300 CR       04/30/18       .27         300 CR       04/30/18       .37         300 CR       04/30/18       .37         300 CR       04/30/18       .34         300 CR       04/30/18       .37         300 CR       04/30/18       .34         300 CR       04/30/18       .35.00	2,362,157.99 300-000-0000-000 2,357,425.71 300-000-0000-000 2,357,550.71 300-000-32221-000 RECURDER TECH FEES 2,357,685.71 300-000-32221-000 RECURDER TECH FEES 2,353,178.21 300-000-0000-000 2,308,178.21 300-000-0000-000 2,308,178.32 300-000-32223-000 ASSESSUR TECH FEES 2,308,178.71 300-000-32223-000 ASSESSUR TECH FEES 2,308,206.34 300-000-32223-000 ASSESSUR TECH FEES 2,308,206.61 300-000-32223-000 ASSESSUR TECH FEES 2,308,206.61 300-000-32223-000 ASSESSUR TECH FEES 2,308,206.61 300-000-32223-000 ASSESSUR TECH FEES 2,308,209.98 300-000-32223-000 ASSESSUR TECH FEES 2,308,209.98 300-000-32223-000 ASSESSUR TECH FEES 2,308,204.26 300-000-32223-000 ASSESSUR TECH FEES 2,308,204.26 300-000-32223-000 ASSESSUR TECH FEES 2,308,204.26 300-000-32223-000 ASSESSUR TECH FEES
	54,333.72 501.05	
		2,309,419.26

REPORTING MONTH OF April 2018	FUND #300	FUND #300TECHNOLOGY FEES	
RECORDER			
BEGINNING BALANCE April 2018 REVENUE Expenditures Adjustment	\$53,111.01 \$395.00 (322.52)	Yearly Recap July 2017 Thru June 30, 2018 Beginning Bal July 2017 2,414,584.78 Revenue 674,038.68 Evenue	,414,584.78 674,038.68
ENDING BALANCE April 2018 ASSESSOR	\$53,183.49	ce June 30, 2018	(050/,326.50) 22,106.71 (141,384.41) ,308,419.26
BEGINNING BALANCE April 2018 REVENUE	\$2,285,140.19 106.05		
EXPENDITURES Adj Btwn Fnds	(9,011.20) (45,000.00)		
Interest 2017 Adjustment ENDING BALANCE-April 2018	\$2,231,235.04		
CLERK			
BEGINNING BALANCE April 2018 REVENUE EXPENDITURES Interest 2017 Adjustment ENDING BALANCE April 2018	\$28.15 \$0.00 \$0.00 \$0.00 \$28.15		
TOTALS April 2018 Beginning Balance Recorder	\$2,362,251.93 77 48		
Assessor CLERK April 2018 Ending Balance	(53,905.15) \$0.00 \$2,308,419.26		
Lander County Treasurer/Gene Stateverry	Irer/Gene Sutheverry		

Report No: PB2030LANDER COUNTYRun Date : 05/04/18PUBLIC BUDGET ACCOUNTING STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

Page 89

ELAPSED TIM 83 %

300 TECHNOLOGY FEES PERIOD ENDING 4/30/18

	FINAL	TIGI GILL		OVER -		
	AMENDED	CURRENT	YEAR	UNDER		
and the second	BUDGET	PERIOD	TO DATE	BUDGET	DIO	
REVENUES						
31010 REAL PROPERTY TAXES-	.00	,00	.00	.00	0	
32221 RECORDER TECH FEES	8,500.00	395.00	22,392.00	13,892.00-	263	
32223 ASSESSOR TECH FEES	300,000.00	106.05	234,566.56	65,433.44	78	
32224 DIST COURT TECH FEES	.00	.00	.00	.00	0	
38007 INTEREST-RECORDER	21.00	.00	.00	21.00	0	
38009 INTEREST-ASSESSOR	2,125.00	.00	.00	2,125.00	0	
38013 INTEREST-DIST. COURT	.00	.00	.00	.00	0	
38046 ASSESR TECH NET PRO	.00	.00	.00	.00	0	
38080 MISCELLANEOUS REVENU	.00	.00	.00	.00		
38122 GRANT-OTS CRASH	.00	.00	.00		0	
39009 TRANS IN FMV	.00	.00		.00	0	
TOTAL REVENUES	310,646.00	501.05	.00	.00	0	
			256,958.56	53,687.44	82	
EXPENDITURES						
59045 TRANS OF REVENUES	.00	0.0				
	.00	.00	.00	.00	0	
TOTAL	.00		··· · · · · · · · · · · · · · · · · ·			
101111	.00	.00	00	.00	0	
067 RECORDER						
53920 SERVICE AND SUPPLIES	17,500.00	02.04		MODEL IN AN ADDRESS OF THE ADDRESS		
53991 MINOR EQUIP/FURNITUR	5,000.00	93.94	5,948.67	11,551.33	33	
59015 TRANS OUT INTEREST	<ul> <li>A subscription of the second se</li></ul>	228.58	2,356.52	2,643.48	47	
59950 MISCELLANEOUS	.00	.00	.00	.00	0	
2002 MIRCHINAMEOD2	2,500.00	.00	86.99	2,413.01	3	
TOTAL RECORDER	75 000 00					
IOTAL RECORDER	25,000.00	322.52	8,392.18	16,607.82	33	
068 ASSESSOR						
53920 SERVICE AND SUPPLIES	<b>FFO</b> 000 00					
53991 MINOR EQUIP/FURNITUR	550,000.00	9,011.20	91,019.41	458,980.59	16	
	315,000.00	.00	52,859.00	262,141.00	16	
54010 NEW FIXED ASSETS	770,000.00	.00	25,294.00	744,706.00	3	
54095	.00	.00	.00	.00	0	
59045 TRANS OF REVENUES	.00	45,000.00	45,000.00	45,000.00-	0	
59405	.00	.00	.00	.00	0	
TOTAL ASSESSOR	1,635,000.00	54,011.20	214,172.41	1,420,827.59	13	
069 DISTRICT COURT						
53920 SERVICE AND SUPPLIES	.00	.00	.00	.00	0	
53991 MINOR EQUIP/FURNITUR	.00	.00	.00	.00	0	
				.00	U	
TOTAL DISTRICT COURT	.00	.00	.00	.00		
				.00	0	
TOTAL EXPENDITURES	1,660,000.00	54,333.72	222,564 59	1,437,435.41	1 2	
			222,301.39	<u>-1-27,435.41</u>	13	
NET REV & EXPENDITURE	1,349,354.00-	53,832.67-	34 202 07	1 202 747	-	
		=================	/۲. دود , ۲۰	1,383,747.97-	2 -	
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TR2055 18 11:00:41

LANDER COUNTY TREASURER TREASURER'S ACCOUNTING LEDGER FOR ACCOUNTS: 000 THRU 999 - 4/01/18 THRU 4/30/10 Page 70

Beginning Balance         2,362,251.93           C EXPHD 04-06-18         300 DS 04/13/18         93.94         2,362,157.99         300-000-0000-000           H BILLS 04-12-18         300 DS 04/13/18         4,732.28         2,357,455.71         300-000-2221-000         RECERDER TECH FEES           K ENDING 04-13-18         300 CR 04/16/18         125.00         2,357,455.71         300-000-32221-000         RECERDER TECH FEES           K ENDING 04-20-18         300 CR 04/23/18         4,507.50         2,357,455.71         300-000-0000-000           BETINEEN FUNDS         300 JV 04/30/18         4,507.50         2,368,178.21         300-000-0000-000           S-14 REAL PRUP         300 CR 04/30/18         4,507.50         2,308,178.21         300-000-32223-000         ASSESSUR TECH FEES           -7.18 REAL PRUP         300 CR 04/30/18         .11         2,308,178.71         300-000-3223-000         ASSESSUR TECH FEES           5-14 PERS PRUP         300 CR 04/30/18         .27         2,308,206.34         300-000-32223-000         ASSESSUR TECH FEES           5-14 PERS PRUP         300 CR 04/30/18         .27         2,308,206.34         300-000-32223-000         ASSESSUR TECH FEES           5-14 PERS PRUP         300 CR 04/30/18         .27         2,308,206.43         300-000-32223-000         ASSESSUR TE	TECHNOLOGY FEES	TYPE- FUND			Balance			
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## NEVADA DIVISION OF ENVIRONMENTAL PROTECTION

STATE OF NEVADA

Department of Conservation & Natural Resources

Brian Sandoval, Governor Bradley Crowell, Director Greg Lovato, Administrator

May 1, 2018

Thomas Hoffman Trucking 1925 Snyder Ave Modesto, CA 95336-8751

Subject:	<b>Request for Release/Spill Information</b>
Facility:	Thomas Hoffman Trucking mobile release, Hwy 50 MM13, Lander County, Nevada
Facility ID: Spill Report No.	E-000107 180402-02

Dear Representative for Thomas Hoffman Trucking:

The Nevada Division of Environmental Protection (NDEP) received notification on April 2, 2018 of a Release/Spill (Release) of contaminants at the above described property. As a result of a semi-truck accident approximately 60 to 100 gallons of diesel fuel was released to soil. Because this release appears to have resulted in contamination and exceeds limits or quantities established by Nevada Administrative Code (NAC) 445A.347 or 445A.3473, you are required to provide an evaluation of the release per NAC 445A.2269 and NAC 445A.227.

Accordingly, you are required to provide one of the following reports within 45 days from the date of this letter, and **no later than Friday**, June 15, 2018:

- (A) For Releases that have only impacted soil (not groundwater or surface water), have been excavated such that all residual soil concentrations of contaminants are less than state action levels listed in NAC 445A.2272, and meet other criteria listed in Attachment A, provide a report that contains all the information listed in Attachment A; or
- (B) For all other Releases that do not meet the criteria listed in Attachment A, a report that contains all the information listed in Attachment B.

Should you have trouble meeting this deadline, please contact the undersigned to discuss the need for additional time, as the NDEP is interested in resolving incidents such as this as efficiently and amicably as possible.

This information will be used to ensure that sound decisions are collectively made regarding the Release. Please understand that the release of contaminants can be harmful to human health and the environment and that you may be required per NAC to perform cleanup activities related to the Release.

You should make every effort to determine the source and location of the Release. Additionally, every effort should be made to: isolate, contain and remove the source of the Release; and repair or replace equipment and revise operating, maintenance and inspection procedures necessary to prevent recurrence of this Release.

Community health and safety concerns require that you undertake rapid recovery and remediation efforts. You should make every effort to assess the site and conduct cleanup as quickly as possible. Assessment and cleanup may be conducted concurrently. Quick response minimizes contaminant migration and helps reduce cleanup costs. Please recognize that Petroleum Fund Coverage and related work scope and reimbursement concurrences are managed through separate correspondence if these are applicable to this Release.

NAC 459.9719 requires that consulting services involving response, assessment, or cleanup of a hazardous substance release that are conducted for a fee must be performed under the direction and responsible control of a Nevada Certified Environmental Manager. Information on the NDEP Certification Program can be obtained by contacting Certification Program staff at 775-687-9368 or at the Certification Program website at https://ndep.nv.gov/environmental-cleanup/certification.

NDEP requests all report documents be submitted in digital portable document format (pdf; e.g., compact disc, e-mail) concurrent with a hardcopy document. Please be advised that NDEP has a 10 megabyte limit for e-mail attachments.

If you have any questions or need further assistance, please contact me at 775-687-9377 or rshort@ndep.nv.gov.

Sincerely, (Kimn2 Shin

Robin E. Short Environmental Scientist Bureau of Corrective Actions

Attachments (2) Attachment A – Information Requirements for Soil Releases Excavated to Below Soil Action Levels Attachment B – Information Requirements for all other Releases

ec	Anthony Dimpel, McGinley And Associates, 815 Maestro Drive, Reno, NV 89511, tdimpel@mcgin.com	
	Mickie Reid, Nevada Department Of Transportation, mreid@dot.state.nv.us	
	Mike Simmons, Nevada Department Of Transportation, msimmons@dot.state.nv.us	
	Robert Piekarz, Nevada Department Of Transportation, rpiekarz@dot.state.nv.us	
	Scott Smale, DoD And Remediation Branch Supervisor, ssmale@ndep.nv.gov	
	Todd Croft, LUST And Remediation Supervisor, tcroft@ndep.nv.gov	
cc	Bartlolo (Bert) Ramos, Public Works Director, 50 State Route 305 S., Battle Mountain, NV 89820	

Chairman, Lander County Board Of Commissioners, 50 State Route 305 S., Battle Mountain, NV 89820-4300

## ATTACHMENT A Information Requirements for Soil Releases Excavated to Below Soil Action Levels

Release circumstances and initial abatement actions must meet the following criteria for the information requirements in this Attachment to be applicable:

- Location and type of container from which the Release occurred must be known
- Neither groundwater nor surface water have been impacted by the Release
- All soil with concentrations of hazardous substances or petroleum substances that exceed soil action levels listed in NAC 445A.2272 has been removed
- Confirmation sampling has been performed that verifies the removal of all soil with concentrations of hazardous substances or petroleum substances that exceed soil action levels in NAC 445A.2272
- Removal of soil with concentrations of hazardous substances or petroleum substances that exceed soil action levels in NAC 445A.2272 has not been prevented by permanent structures or impediments, including, but not limited to sidewalks, utilities, building or road foundations, trees

If the Release meets the criteria listed above, you are required to provide the information listed below.

# For all Releases that do not meet the criteria listed above, you are required to provide the information listed in Attachment B.

- 1. Description of the Release of Hazardous or Regulated Substances
  - (a) Type of material released, including any available documentation (e.g. Material Safety Data Sheets or test results)
  - (b) Estimated quantity of material released and the estimation technique utilized
  - (c) Date and time of Release or of the release discovery
  - (d) Cause of Release
  - (e) A description of measures taken to correct and prevent recurrence of this incident
  - (f) Potential for a hazard related to fire, vapor or explosion
  - (g) A description of any damage known to the operator to have been caused by the Release
  - (h) Description of soil action levels from NAC 445A.2272 applicable to the hazardous substances and/or petroleum substances released and how these soil action levels were established.
- 2. Description of Site Conditions
  - (a) Release Location Information:
    - i. Latitude/Longitude in decimal degrees (North American Datum 83)
    - ii. Estimated accuracy in feet
    - iii. Location determination method used
  - (b) Names and correspondence address information for all property owners

Page 1 of 2

Version 1.1, March 5, 2007

## ATTACHMENT A

and facility owners and operators at the site of the Release

- (c) Scaled drawing(s) depicting:
  - i. Property, current land use and structures
  - ii. Locations and description of underground utilities within 10 feet of Release boundaries
  - iii. Release surface area boundaries
- 3. Sample Results
  - (a) All available testing results (such as laboratory or field soil and/or groundwater sample analysis) including chain of custody sheets, description of sample collection and preservation methods, analytical test methods used, laboratory result sheets with analytical detection limits, and "confirmation" sample results
  - (b) Scaled drawing depicting Release surface area boundaries, excavation boundaries, and location and depth of each soil/water sample.
- 4. Description of investigation or cleanup activities completed, underway, and/or proposed
  - (a) Names and contact information for contractors and consultants employed and scope of duties and responsibilities
  - (b) A description of completed abatement, containment, and/or remediation activities conducted to date and disposition of any liquid wastes or contaminated soil (include bills of lading, disposal certificates or manifest documentation), including location of soil removal activities and quantity of soil removed and source of material used for backfill
  - (c) Extent of Contamination (i.e. lateral and vertical dimensions and volume of impacted soil).
  - (d) Description of sample collection and preservation procedures, analytical test methods, and sample location and depth for all samples collected to date and proposed
  - (e) Description of proposed additional characterization and/or remediation activities
  - (f) Scaled drawing depicting (can be included on Drawing(s) associated with 2.(c) above):

i.Surface area boundaries of Release incident

ii.Locations of initial abatement activities

iii.Surface area boundaries and depths of soil removal.

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## ATTACHMENT B Information Requirements for all other Releases

For all Releases that do not meet the criteria listed in Attachment A, you are required to provide the following information.

- 1. Description of the Release of Hazardous or Regulated Substances
  - (a) Type of material released, including any available documentation (e.g. Material Safety Data Sheets or test results)
  - (b) Estimated quantity of material released and the estimation technique utilized
  - (c) Date and time of Release or of the release discovery
  - (d) Cause of Release
  - (e) A description of measures taken to correct and prevent recurrence of this incident
  - (f) Potential for a hazard related to fire, vapor or explosion
  - (g) A description of any damage known to the operator to have been caused by the Release
- 2. Description of Site Conditions and Surrounding Areas
  - (b) Township, Range and Section
  - (c) Spill Location information:
    - i.Latitude/Longitude in decimal degrees (NAD 83)
    - ii.Estimated accuracy in feet
    - iii.Location determination method used
  - (d) Depth to groundwater and how estimated
  - (e) Soil classification (e.g. ASTM D 2487-00 Standard Practice for Classification of Soil for Engineering Purposes) of impacted, underlying, and surrounding soils
  - (f) Annual precipitation
  - (g) Description and identification and location of any threatened, endangered, or sensitive plant or animal species in the area which may have been or has the potential to be impacted by the Release, if warranted. The Nevada Natural Heritage Program can be contacted at 775-684-2900 to determine locations of recorded threatened, endangered, or sensitive species
  - (h) Names and correspondence address information for all property owners and facility owners and operators at the site of the Release
  - (i) Names and correspondence address information for all adjacent property owners and location of their property in relation to Release location
  - (j) Scaled drawing(s) depicting:
    - i.Property, adjacent properties, and current land uses
    - ii.Locations and description of underground utilities
    - iii.Drainage features and structures

iv.Roadways and right-of-ways

v.Release surface area boundaries

vi.Locations of structures or other impediments to subsurface

Page 1 of 2

## ATTACHMENT B

investigation or cleanup

- vii.Municipal, domestic, and irrigation supply wells within 1 mile of Release location.
- 3. Sample Results
  - (a) All available testing results (such as laboratory or field soil and/or groundwater sample analysis) including chain of custody sheets, description of sample collection and preservation methods, analytical test methods used, laboratory result sheets with analytical detection limits, and "confirmation" sample results
  - (b) Scaled drawing depicting Release surface area boundaries, excavation boundaries, and location and depth of each soil/water sample.
- 4. For non-residential properties, if the specific Release source (location and/or container) and timing of the Release cannot be identified, then you must evaluate past chemical use on the property by submitting a Phase 1 Environmental Site Assessment conducted by a Certified Environmental Manager, or by other method(s) approved by the Division, conducted in accordance with accepted industry standards.
- 5. Description of investigation or cleanup activities completed, underway, and/or proposed
  - (a) Names and contact information for contractors and consultants employed and scope of duties and responsibilities
  - (b) A description of completed abatement, containment, and/or remediation activities conducted to date and disposition of any liquid wastes or contaminated soil (include bills of lading, disposal certificates or manifest documentation) including location of soil removal activities and quantity of soil removed and source of material used for backfill
  - (c) Extent of Contamination (i.e. lateral and vertical dimensions and volume of impacted soil). If the full extent is not yet defined, then provide details and a schedule for future characterization activities.
  - (d) Description of sample collection and preservation procedures, analytical test methods, and sample location and depth for all samples collected to date and proposed
  - (e) Description of proposed additional characterization and/or remediation activities
  - (f) Scaled drawing depicting (can be included on Drawing(s) associated with 2.(i) above):

i.Surface area boundaries of Release incident

ii.Locations of abatement and remediation activities

iii.Future/proposed sampling locations.



# United States Department of the Interior



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

## MAY 0 1 2018

In Reply Refer To: N-94970 DOI-BLM-NV-B020-2018-0001-EA 2300 (NVB0200)

Dear Interested Public:

The Department of Energy, Office of Legacy Management Office (DOE), has applied to the Bureau of Land Management (BLM) to withdraw approximately 361 acres of land surrounding part of its Central Nevada Test Area (CNTA).

The CNTA, in Hot Creek Valley approximately 70 miles northeast of Tonopah, consists of three parcels of withdrawn federal land. One 640-acre parcel was the site of an underground nuclear test in 1968, which resulted in a determination that the CNTA was unsuitable for further nuclear testing. These lands are currently withdrawn from fluid mineral leasing, nonenergy (solid) mineral leasing, and mineral material (saleable) entry. Closure to locatable minerals can only be accomplished via a withdrawal by the Secretary of the Interior. The DOE, which monitors the CNTA, has determined that the additional 361 acres need to be withdrawn to prevent disturbance to residual subsurface contamination.

As a result of DOE's application, the BLM has segregated the proposed withdrawal area from appropriation under the public land laws. The two-year segregation is obligatory while the DOE and BLM prepare an Environmental Assessment (EA). The segregation removes the proposed withdrawal lands from all forms of appropriation under the public land laws, including the mining laws, and the mineral leasing laws. Valid existing rights at the time of the segregation will be honored.

The BLM published a Notice of Proposed Withdrawal in the Federal Register on May 1, 2018, stating that DOE and BLM would conduct an EA on the withdrawal. Based on the EA, the BLM will make a recommendation to the Secretary of the Interior on the withdrawal. The Notice of Withdrawal is enclosed.

Comments regarding this withdrawal proposal must be received by July 30, 2018. The BLM welcomes comments regarding the environmental consequences of the proposed withdrawal, for consideration in preparation of an Environmental Assessment. Comments may be submitted through e-mail: <u>BLM_NV_BMDO_Tonopah_Withdrawal@blm.gov;</u> fax: (775) 482-7810; or mail to the address above, Attn: DOE Withdrawal.

Before including your address, phone number, email address, or other personal identifying information in your comment, be advised that your entire comment including your personal identifying information may be made publicly available at any time. While you can ask in your comment to withhold from public review your personal identifying information, the BLM cannot guarantee it will be able to do so. All submissions from organizations and businesses, and from individuals identifying themselves as representatives or officials of organizations or businesses, will be available for public inspection in their entirety.

If you have any questions please contact Wendy Seley, Realty Specialist, at (775) 482-7805.

Sincerely,

Timothy J. Coward

Field Manager

Enclosure

#### 19094

land, subject to valid existing rights, the provisions of existing withdrawals, other segregations of record, and the requirements of applicable law.

#### Joseph R. Balash,

Assistant Secretary—Land and Minerals Management.

[FR Doc. 2018–09184 Filed 4–30–18; 8:45 am] BILLING CODE 3411–16–P

#### DEPARTMENT OF THE INTERIOR

#### **Bureau of Land Management**

[LLNVB02000-L19200000-ET0000; N-94970; LR0RF1709500; MO# 4500111101]

# Notice of Application for Withdrawal in Nye County, Nevada

AGENCY: Bureau of Land Management, Interior.

#### ACTION: Notice.

SUMMARY: The United States Department of Energy Office of Legacy Management (DOE) has filed an application with the Bureau of Land Management (BLM), requesting that the Secretary of the Interior withdraw 361 acres of public lands to assist the DOE to carry out its responsibilities regarding public health, safety, and national security in connection with a past underground nuclear detonation in Hot Creek Valley, Nye County, Nevada. Publication of this Notice temporarily segregates the lands, subject to valid existing rights, for up to two years from all forms of appropriation or other disposition under the public land laws, including the mining laws and the mineral-leasing laws. The two-year segregation will provide the BLM and the DOE sufficient time to prepare an Environmental Assessment (EA) which will analyze the environmental effects of the requested withdrawal and any alternatives in order for the BLM to make a recommendation to the Secretary of Interior on the requested withdrawal. DATES: Comments regarding this withdrawal proposal must be received by July 30, 2018. The BLM welcomes comments regarding the environmental consequences of the proposed withdrawal, for consideration in preparation of the EA.

ADDRESSES: Comments pertaining to this Notice should be submitted by any of the following methods:

 Email: BLM_NV_BMDO_Tonopah_ Withdrawal@blm.gov.

Fax: 775–482–7810.

• Mail: BLM Nevada State Director, Attn: NV 930 CNTA Withdrawal, Bureau of Land Management, 1340 Financial Boulevard, Reno, NV 89520.

#### FOR FURTHER INFORMATION CONTACT:

Wendy Seley, Project Lead, Tonopah Field Office, Attn: DOE Withdrawal, 1553 South Main Street, P.O. Box 911, Tonopah, NV 89049; email: wseley@ blm.gov. Persons who use a telecommunications device for the deaf (TDD) may call the Federal Relay Service (FRS) at 1-775-861-6511 to contact the above individual during normal business hours. The FRS is available 24 hours a day, 7 days a week, to leave a message or question with the above individual. You will receive a reply during normal business hours. SUPPLEMENTARY INFORMATION: In order to fulfill its obligations under the Atomic Energy Act (AEA) of 1954 (42 U.S.C. 2201) regarding public health, safety, and national security in connection with a past underground nuclear detonation, the DOE requests that the 361 acres of public lands be withdrawn from all forms of appropriation or other disposition under the public land laws, including the mining laws and mineral leasing laws, subject to valid existing rights.

The AEA requires the DOE to take necessary measures to protect human health and the environment from nuclear contamination, and provides broad authority for the DOE to do so. The AEA states, in part, that DOE may "establish by rule, regulation, or order, such standards and instructions to govern the possession and use of special nuclear material, source material, and byproduct material as the Commission may deem necessary or desirable to promote the common defense and security or to protect health or to minimize danger to life or property" (42 U.S.C. 2201(b)).

This application is to withdraw lands adjacent to and surrounding land and interests withdrawn under Public Land Order (PLO) No. 4338, published in the Federal Register Volume 32, No. 241, December 14, 1967. The PLO established the Central Nevada Test Area (CNTA) for an underground nuclear test. The test, which was conducted in 1968, resulted in a determination that the site was unsuitable for further nuclear tests. DOE requests a new withdrawal of lands adjacent to and surrounding the 1967 withdrawal in order to prevent disturbance to residual subsurface contamination. The BLM will hold a 90day scoping period to identify issues and begin preparing an EA to analyze the impacts of the proposed withdrawal.

As required by section 204(b)(1) of the Federal Land Policy and Management Act of 1976 (FLPMA), 43 U.S.C. 1714(b)(1), and the BLM regulations at 43 CFR part 2310.3–1, the BLM is publishing the Notice that DOE has requested the withdrawal of the following described lands:

## Mount Diablo Meridian

- T. 9 N. R. 51 E., Unsurveyed, Sections 14, 15, 22, and 23. It is an irregular bounded portion of land being described as follows:
  - BEGINNING at a point which is north
- 35°15'30" west, 14,986.1 feet from the
- southeast corner of township 9 north, range 51 east.
- THENCE, north 89°43'10" west, a distance of 6602.5 feet.
- THENCE, north 0°16'30" east, a distance of 6602.6 feet.
- THENCE, south 89°43'10" east, a distance of 6602.5 feet.
- THENCE, south 0°17'20" west, a distance of 6602.6 feet to the POINT OF BEGINNING.
- BASIS OF BEARING: Mean geodetic bearings referenced to the true meridian.
- EXCEPTING those portions withdrawn by PLO No. 4338 (UC-1 withdrawal).

The area encumbered by the existing withdrawal contains approximately 640 acres.

The area encumbered by the new withdrawal is 361 acres in Nye County.

This proposed withdrawal would fully encompass the use-restriction and compliance boundaries established by DOE. The objective of the compliance boundary is to protect the public and environment from exposure to groundwater contamination by the underground nuclear test. The objective of the use-restriction boundary is to restrict access to subsurface materials, including groundwater. The proposed withdrawal for 20 years would maintain the physical integrity of the subsurface environment, and would ensure that DOE's ongoing, long-term site characterization studies of the CNTA are not invalidated or otherwise adversely affected.

The use of a right-of-way, interagency agreement, or cooperative agreement would not adequately constrain nondiscretionary uses which could result in permanent loss of significant values and threaten public health, safety, and Federal investment in the long-term monitoring program established for the CNTA.

There are no suitable alternative sites because the lands contain the specific area surrounding the underground nuclear test site, and Federal improvements described in the application.

No water rights will be required for this withdrawal.

The legal descriptions and the maps depicting the lands are available for public inspection at the following offices: BLM Nevada State Office, 1340 Financial Boulevard, Reno, Nevada 89502; BLM Tonopah Field Office, 1553 South Main Street, Tonopah, Nevada 89049.

Information regarding the proposed withdrawal will be available for public review at the BLM's Tonopah Field Office, during regular business hours, 7:30 a.m. to 4:30 p.m. Monday through Friday, except Federal holidays. Before including your address, phone number, email address, or other personally identifying information in your comment, you should be aware that your entire comment—including your personally identifying informationmay be made publicly available at any time. While you can ask the BLM in your comment to withhold your personally identifying information from public review, we cannot guarantee that we will be able to do so.

For a period until May 1, 2020, subject to valid existing rights, the public lands described in this Notice is segregated, for up to two years, from all forms of appropriation under the public land laws, including the mining laws and the mineral-leasing laws, unless the application/proposal is denied or canceled or the withdrawal is approved prior to that date.

Licenses, permits, cooperative agreements, or discretionary land use authorizations may be allowed during the period of segregation, but only with the approval of the authorized officer and, as appropriate, with the concurrence of DOE.

Authority: 43 U.S.C. 1714(b)(1) and 43 CFR 2300

#### Michael J. Herder,

Acting State Director, Nevada. [FR Doc. 2018–09180 Filed 4–30–18; 8:45 am] BILLING CODE 4310-HC-P

## DEPARTMENT OF THE INTERIOR

## **Bureau of Land Management**

[LLORN03000.L63100000.DB0000. 17XL1116AF.252Z.HAG 17-0170]

## Notice of Intent To Prepare a Hult Reservoir and Dam Safety Environmental Impact Statement in Lane County, Oregon

AGENCY: Bureau of Land Management, Interior.

ACTION: Notice of Intent.

SUMMARY: In accordance with the National Environmental Policy Act (NEPA) of 1969 and the Federal Land Policy and Management Act of 1976, the Bureau of Land Management (BLM) Siuslaw Field Office, Northwest Oregon District, intends to prepare the Hult

Reservoir and Dam Safety Environmental Impact Statement (EIS). Through this Notice, the BLM is announcing the beginning of the scoping process to solicit public comments and identify issues. DATES: This Notice initiates the public scoping process for the EIS. Comments may be submitted in writing until May 31, 2018. The date(s) and location(s) of any scoping meetings will be announced at least 15 days in advance through email and the ePlanning website. In order to be included in the Draft EIS, all comments must be received prior to the close of the 30-day scoping period or 15 days after the last public meeting, whichever is later. The BLM will provide additional opportunities for public participation upon publication of the Draft EIS. ADDRESSES: You may submit comments related to the EIS by any of the following methods:

• Email: blm_or_no_ publiccomments_nepa@blm.gov; ATTN: Panchita Paulete, Hult Dam and Reservoir Safety EIS.

• Fax: 541–683–6981; ATTN: Panchita Paulete, Planning and Environmental Coordinator.

• *Mail:* Bureau of Land Management, 3106 Pierce Parkway, Suite E, Springfield, OR 97477–7909.

Documents pertinent to this proposal may be examined at the Northwest Oregon District's Springfield Interagency Office located at 3106 Pierce Parkway in Springfield, Oregon.

FOR FURTHER INFORMATION CONTACT: Panchita Paulete, Planning and Environmental Coordinator; 541–683– 6976; blm or no publiccomments_ nepa@blm.gov Contact Ms. Paulete if you wish to add your name to our mailing list. Persons who use a telecommunications device for the deaf (TDD) may call the Federal Relay Service (FRS) at 1(800) 877-8339 to contact the above individual during normal business hours. The FRS is available 24 hours a day, 7 days a week, to leave a message or question with the above individual. You will receive a reply during normal business hours. SUPPLEMENTARY INFORMATION: The Hult Reservoir is located within the Lake Creek fifth-field watershed, near the community of Horton, Oregon, within the Siuslaw Field Office of the Northwest Oregon District at Township 15S, Range 7W, Sections 23 and 26, in Lane County, Oregon.

The Hult Reservoir is a 41-acre manmade lake, approximately a half-mile long and less than a quarter-mile wide. The reservoir's depth ranges from approximately 15 feet to 35 feet, and contains another 10 to 15 feet of soft, silty sand. Below depths of 25 to 43 feet, it is estimated that the foundation of the reservoir consists of landslide deposits, which generally include cobbles, bounders, and large rock beds. The dam is an earthen dam which consists of loose rock placed on the downstream face.

The dam and spillway at Hult Reservoir were originally constructed in 1950 to create a holding pond for logs by the Hult Timber Company. These lands were transferred to the BLM in 1994. During severe winter weather, the amount of rainfall in the catchment area contributes substantially to the water levels in the reservoir. The dam requires constant monitoring and adjustment of the outflow valve by BLM engineers to avoid overwhelming the current water level controls in place. Since the transfer of ownership, costly renovations to the dam (e.g., grouting, reinforcement structures, and monitoring devices) have been ongoing to address structural and safety concerns.

In July 2012, the BLM completed a Comprehensive Dam Evaluation on the dam and spillway at Hult Reservoir, which found eleven potential failure modes presenting unacceptable high risks for dam failure, five of which warrant expedited action to address. These evaluations of the dam infrastructure also identified that the dam and spillway are currently at an elevated cumulative risk posed by all possible failure modes and associated potential life loss. In 2016, the BLM implemented improvements to the dam infrastructure, which improved some elements presenting cumulative risk. However, there is still a need to address the remaining cumulative safety risks associated with the dam at Hult Reservoir.

The purpose of this project is to reduce the risk of infrastructure failure at Hult Dam from excessive water and sediment loading, within the scope of what the BLM could reasonably fund and within the scope of the BLM's jurisdiction.

The EIS will analyze a range of alternatives to provide for a long-term management approach. The EIS will analyze a No Action alternative that would analyze the continued management and standard maintenance of Hult Dam in the current conditions. Some potential action alternatives include:

• Improving the existing dam infrastructure: This alternative would retain all existing dam infrastructure, but would implement patches, reinforcements, or other additions



# United States Department of the Interior

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



In Reply Refer To: 4130 (NVE0100)

MAY 07 2018

Dear Interested Party,

The Bureau of Land Management (BLM), Elko District Office (EDO) has completed the Livestock Trailing Programmatic Environmental Assessment (PEA) for management of livestock trailing in the EDO. The PEA analyzes alternatives to address livestock crossing permit applications.

The PEA and unsigned Finding of No Significant Impact (FONSI) are available for a 30-day public review period beginning on the date of this letter and can be viewed at https://go.usa.gov/xQX2h.

Submissions may be mailed to BLM, Attn.: Terri Dobis, 3900 E. Idaho St., Elko, NV 89801; emailed to WellsFO NEPA@blm.gov; or faxed to (775) 753-0347. Submissions must be received within 30 days from the date of this letter.

If you have any questions regarding this PEA, please contact Terri Dobis, Planning and Environmental Coordinator, at tdobis@blm.gov or call (775) 753-0290.

Sincerely, Camille L. Hower 7 MAY 18

Jill C. Silvey Elko District Manager

cc: list attached

Programmatic Livestock Trailing EA mailing list: 25 Ranch LLC 26 Ranch, Inc. 333 Ranch LLC Agee Smith Allan Edwards Andrew Boyd Antelope Peak Ranch LLC **Bailey Family Trust** Bar L Ranch Attn: Bruce Miller Barbara Warner Barnes Ranches, Inc. Barrick Cortez, Inc., Barrick Nevada Ranches Bert N. & Paul W. Smith Bilbao Ranch LLC Bill & Rita Horn/Walter & Tennille Whitaker Blake O'Donnell BLM Ely District Office Attn: District Manager Boies Ranches, Inc. Bowers Family Revocable Trust Boyd Spratling Britton Ranch LLC & Jeffrey T. Britton C/O Anne Louise Britton Broken Circle Cattle Company Brough Partnership C/O Wilde Brough Brown Family Revocable Trust Bruneau River Cattle Co. LLC Bureau of Land Management, Mount Lewis Field Office Mountain Air Cattle Co. LLC Callan W. Payton Camp Stool Cattle Co. LLC Carl F. & Herbert M. Ulhig Chad Edgington & Robert Child C/O Chad Edgington Chambers Law Office. PC Attn: Phil Chambers Chester & Natasha Southwick Attn: Martin Paris, Rural Representative Congressman Mark Amodei Connie J. Cummingham Craig C. Downer Cross Ranch Grazing LLC Dalton Livestock LLC C/O Brad Dalton Daniel G. Beitia David & Gloria Williams David Little Dawley Creek Ranch LP Dba Need More Sheep Company Dean & Sharon Rhoads Dolores Elu Dorothy Payne Dorsey Land LLC Double Mountain LLC Dr. Calton M. Lewis Duilio & Ella May Bottari

Duval Ranching Co. Eastern Nevada Landscape Coalition Attn: Betsy MacFarlan Eastgate Ranch LLC Egbert Livestock LLC El TeJon Sheep Company Elias F. Goicoechea Family Trust Elko County Board of County Commissioners Attn: Jeff White/Newmont USA Limited Elko Land & Livestock Company Ellison Livestock Ellison Ranching Co. Eureka County Department of Natural Resources Attn: Thedore Beutel Eureka County District Attorney Flat Top Sheep Co. Friends of Nevada Wilderness Gene & Shirlee Buzzetti Revocable Living Trust George T. Flynn Gerald D. Byers Family Trust Glaser Deer Horn Ranch 1997 LP Glaser Land & Livestock Co. Glen & Casey Guttry Grande Ranch LLC Attn: Gary N. Back Great Basin Ecology, Inc. Gregg Simonds Gund Ranches H&R Livestock Hall Family Trust U/A/D June 26, 2011 Hanington Corporation Harold Rother Farms, Inc. Hawkwatch International Heguy Ranches, Inc. Helen Beitia Holland & Hart LLP Attn: William G. Myers III Hugh Feiss IL Ranch In Defense of Animals Attn: Suzanne Roy, Program Director J Bar M Ranch Jack & Irene Walther Jack & Kathleen Taylor Jack O. Walther Family Trust James J. Wright Ranch, Inc. James K. Stonier James M. & Edward H. Smiley James Sustacha Janet Schultz Jeff Barnes Jeff O. Roche Jerry Todd Jess Sustacha Ranch Limited Partnership Jim Baumann Jim West JJ Goicoechea

John C. Rose III John E. Neff Company, Inc. John Ross John Sustacha Family Revocable Trust John W. & Jae M. Eade Jon Marvel Joseph M. LeGarza JRS Properties III LP Julian & Pete Goicoechea Julian Tomera Ranch Karen Klitz Kathy Gregg Kay & Mary Lear Kelly Warr Ken Conley Kenneth & Jacob Marrujo Kenneth Larson Kenneth R. Buckingham Kerns Enterprises LLC Kevin B. Tomera Kirk & Ramona Dahl Lander County Board of County Commissioners Lattin Livestock LLC Lee Livestock LLC Lenny Fiorenzi Leonard R. Merkley Leroy Sestanovich Ranch LLC Leta Collard Lind E. Karl Louis D. & Ruby L. Uhart Maggie Creek Ranch LP Manny Oros Marge Prunty Family Trust Mary's River Ranch Attn: Preston Wright MC Ranch Company LLC Memory Ranches LLC Merkley Ranches, Inc. Michael T. & Cheri A. Howell Mike Marvel Mori Ranches LLC National Mustang Association Inc. National Headquarters Natural Resource Conservation Service Attn: Chuck Peterson Natural Resource Management Advisory Council Attn: Mr. Scott R. Brown Natural Resources Defense Council Naveran Family Trust/Clark Family Living Trust Neff Livestock & Equipment Neil & Kristin McOueary Nevada Cattlemen's Association Attn: Joe Guild Nevada Department of Agriculture Attn: David Voth, Rangeland Health Program Manager Nevada Department of Wildlife Attn: Caleb McAdoo Nevada High Country Tours Attn: Paul Bottari

Attn: Charles Watson Nevada Outdoor Recreation Association Nevada State Board of Sheep Commissioners Attn: Hank Vogler, Chair Nevada State Clearing House Department of Administration Nevada Wilderness Project Nicholas T. Etcheverry O'Neil Grazing Association LLC C/O Bert Brackett/Flat Creek Ranch Open Box Arrow Ranches LLC Oro Vaca, Inc. Attn: Gary Wines Overland Land & Livestock Palisade Ranch Inc. Pattani Ranch Partnership Peavey & Hoots Pequop Conservancy LLC Petan Company of Nevada Peter Scott Pleasant Valley Grazing Association Prunty Ranch LLC Public Lands Foundation Rabbit Creek Ranch LLC Rafter Diamond Land Co. LLC Rafter Diamond Ranch Attn: Julian C. Smith Ray & Jacqueline Bailey Attn: John E. Hiatt Red Rock Audubon Society Attn: John L. McLain Resource Concepts, Inc. Return to Freedom, American Wild Horse Sanctuary Rex Claridge & Dell Nielson Rich Grant & Sons Ranching Co. LLC Robert & Helen Corbari Robert J. & Shane R. Mathews Robert L. Peltier & Thomas C. Thomson Roy & Connie Elsner Ruby Partners LLC Russell Todd Nethery Salmon River Cattlemen's Association, Inc. Sandra L. Sharp Revocable Living Trust C/O Sandra Sharp C/O Mike Morrison Saving America's Mustangs Attn: Madeleine Pickens Saving America's Mustangs/Tommy LLC Scott C. McLachlan Sharp Ranch Sherie Rae Goring Sierra Club - Toiyabe Chapter Attn: Marjorie Sill Sierra Club - Toiyabe Chapter Attn: Rose Strickland Simplot Land & Cattle Company Slagowski Ranches Inc. South Fork Livestock Partnership South Fork LLC Squaw Valley Ranch LLC Stan Prunty Steve Neff Company, Inc. Steven A. & Daniel S. Chournos Steven D. & Barbara L. Schaad

Susan Kennedy Sustainable Grazing Coalition Attn: Richard A. Orr The Cloud Foundation The Pete & Rama Paris Family Trust The Wilderness Society/BLM Planning Specialist Attn: Juli Slivka Theresa Minoletti **TI Ranches LLC** Tomera Ranches Inc., Stonehouse Division Topo, LLC Trout Creek Ranches LLC Trout Unlimited Attn: Helen Neville U.S. Fish & Wildlife Service Attn: Carolyn Swed U.S. Senator Dean Heller Attn: Ashley Carrigan U.S. Sportsmen's Alliance University of Nevada Reno Mail Stop 186 Attn: Sherman Swanson UNR Cooperative Extension Service Attn: Kent McAdoo USFS Mountain City Ranger District Attn: District Ranger Vega Ranch LLC C/O Diana Keogh Von L. & Marian Sorensen W.H. Gibbs Company Wahoo Ranch LLC Western Watersheds Project Attn: Ken Cole White Pine County Commissioners C/O WPC Clerk Wild Horse Sanctuary Attn: Dianne Nelson Wild Horse Spirit Wildhorse Ranching Co. LLC Wildlands Defense Attn: Katie Fite Will Bedke William C. & Jean M. Spratling William S. Gibson Winchell Ranch C/O Walter W Winchell Winecup Ranch LLC Winecup-Gamble LLC Wines Family Ranching Wolf & Sons LLC Y2 Consultants Attn: Brenda Younkin Y-3 II Ranch YC Cattle Company LLC Zunino Ranches WBP Ranch LLC Mitchell & Rachel Buzzetti James & Veronica Bullock/Austin & Tosha Kerby