LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 1

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding budget review, contracts and financial update and other matters properly relating thereto.

Public comment.

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

Recommended Action:
No specific action is necessary on this agenda item.

Rogene Hill
Lander County Finance Director

Memorandum

To: Lander County Commissioners

Date: June 14, 2012

Re: **COUNTY CONTRACTS** **FYI**

This is to inform you that the following contracts are **past due for renewal**:

STATUS:

1. Bank of America/ATM Rental Agreement

Contract was approved by the Commission on November 17, 2011 (Agenda Item #6). No response back from Bank of America. Bank of America continues to pay $350 per month.

	Expiration Date:
1. B.M. Raceway	06/14/2012AT
2. AT&T Emergency	06/30/2012
3. Elko Library	06/30/2012
4. B.M. General Hospital/Clinic Rental	06/30/2012
5. Mueller Land and Cattle/Water Rights	06/30/2012
6. Washoe County Sheriff	06/30/2012
7. Preschool	06/30/2012
8. New Frontier Treatment Center	07/15/2012
9. Valley TV	07/13/2012

315 South Humboldt Street ⊲ ⊳ Battle Mountain NV 89820
Phone: (775) 635-2573 ⊲ ⊳ Fax: (775) 635-5332

#
1

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 2

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding acceptance/non-acceptance of renewal proposal from Nevada Public Agency Insurance Pool (POOL/PACT) and approval for payment from FY 2012-2013 funds and other matters properly relating thereto.

Public comment.

Background:
The renewal proposal from Nevada Public Agency Insurance Pool (POOL/PACT) for the Lander County All-Risk and General Liability Insurance for the 2012-2013 Fiscal Year is presented to the Commission for consideration.

Recommended Action:
It is recommended that the Commission accept the renewal proposal from Nevada Public Agency Insurance Pool (POOL/PACT) for the Lander County All-Risk and General Liability Insurance for the 2012-2013 Fiscal Year and approve payment of the premiums using Fiscal Year 2012-2013 budgeted funds.

Nevada Public Agency Insurance Pool
201 S. Roop Street, Suite 102
Carson City, NV 89701-4779
Toll Free Phone (877) 883-7665
Telephone (775) 885-7475
Facsimile (775) 883-7398

MEMORANDUM

DATE: **May 8, 2012** **Sent VIA Fax: (775) 635-5332**

TO: **Rogene Hill**
Lander County

FROM: **Wayne Carlson, MBA, CPCU, ARM**
Executive Director

RE: **POOL Renewal Proposal Presentation**

We are planning our June renewal presentation schedule and would appreciate your scheduling the following item on your **JUNE** agenda. Doug Smith, Ann Wiswell, Bob Lombard or I will present the renewal in conjunction with your local agent. Due to multiple board meetings on some days, scheduling us at or near the requested time will facilitate travel between meeting locations. Your cooperation is appreciated.

DATE: June 14, 2012 **at** 9:45 AM

The requested item should be listed as an action item and worded similar to the following:

Action Item: Acceptance of renewal proposal from Nevada Public Agency Insurance Pool (POOL) and approval for payment from fiscal year 2012 - 2013 funds.

Please confirm the meeting date and time by faxing your response to (775) 883-7398. **I need a response no later than Friday, May 21, 2012.** Because renewal program presentation materials are still being prepared, your board packet information may be delayed. We appreciate your understanding and will get them to you as soon as we can. If you should have any questions feel free to call our office. Thanks for your assistance.

FAX TO: Wayne Carlson (775) 883-7398

RE: Board Meeting Schedule

☒ The item will be placed on the agenda as requested

☐ Please note these changes:_____

#2

The Power Of The Pool℠

poolpact.com

MEMBER COVERAGE SUMMARY

Prepared For:

Lander County

Prepared By:

Hanica Insurance Agency

This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form edition July 1, 2012.

Dear POOL Member:

Thank you for your renewed commitment to the Nevada Public Agency Insurance Pool (POOL). In 1986, four counties in Nevada formed their own municipal risk sharing pool and now a quarter of a century later, the vast majority of Nevada's rural public entities remain committed to each other and the mission of this organization. We are very proud to be celebrating our 25th year anniversary.

We are pleased to provide this Member Coverage Summary for your review. In 2012, we continue to excel and provide an unparalleled level of service to our members even in challenging economic conditions.

The POOL/PACT Board is an impressive group of dedicated, hardworking, and ethical leaders in public sector risk management. They continue to do a superb job of representing the interests of the Member-owners of POOL.

Our members continue to see great value in being part of POOL/PACT because of the extensive services, thus membership retention remains strong. We encourage you to discuss the services we offer with your insurance agent, a valued partner in the POOL program. Details on the financial performance and the services we offer are available on our website at www.poolpact.com.

If you have any questions, please call us toll free: (877) 883-7665 or (775) 885-7475.

Sincerely,

Wayne Carlson
Executive Director
Nevada Public Agency Insurance Pool
Public Agency Compensation Trust

NPAIP Membership

Counties:
Churchill County
Douglas County
Elko County
Esmeralda County
Eureka County
Humboldt County
Lander County
Lincoln County
Lyon County
Mineral County
Nye County
Pershing County
Storey County
White Pine County

Towns:
Town of Gardnerville
Town of Genoa
Town of Minden
Town of Pahrump
Town of Round Mountain
Town of Tonopah

School Districts:
Churchill County School District
Douglas County School District
Elko County School District
Esmeralda County School District
Eureka County School District
Humboldt County School District
Lander County School District
Lincoln County School District
Lyon County School District
Mineral County School District
Nye County School District
Pershing County School District
Storey County School District
White Pine County School District

Cities:
Boulder City
City of Caliente
City of Carlin
City of Elko
City of Ely
City of Fernley
City of Lovelock
City of Mesquite
City of Wells
City of West Wendover
City of Winnemucca
City of Yerington

Fire Districts:
North Lake Tahoe Fire Protection District
Pahranagat Valley Fire District
Sierra Fire Protection District
Tahoe Douglas Fire Protection District
Truckee Meadows Fire Protection District
Washoe County Fire Suppression District
White Pine Fire District

Others:
Central Nevada Regional Water Authority
County Fiscal Officers Association of Nevada
Douglas County Redevelopment Agency
Elko Central Dispatch
Elko Convention & Visitors Authority
Humboldt River Basin Water Authority
Nevada Association of Counties
Nevada Commission for the Reconstruction of the V & T Railway
Nevada League of Cities
Nevada Rural Housing Authority
Pershing County Tourism Authority
Truckee Meadows Regional Planning Agency
U.S. Board of Water Commissioners
Virginia City Convention & Tourism Authority
Western Nevada Regional Youth Center

Special Districts:
Alamo Water & Sewer District
Amargosa Library District
Beatty Library District
Beatty Water & Sanitation District
Canyon General Improvement District
Carson-Truckee Water Conservancy District
Carson Water Subconservancy District
Churchill County Mosquito, Vector and Weed Control Distr
Coyote Springs General Improvement District
Douglas County Mosquito District
East Fork Swimming Pool District
Elko County Agricultural Association
Gardnerville Ranchos General Improvement District
Incline Village General Improvement District
Indian Hills General Improvement District
Kingsbury General Improvement District
Lakeridge General Improvement District
Lincoln County Water District
Logan Creek Estates General Improvement District
Lovelock Meadows Water District
Marla Bay General Improvement District
Minden Gardnerville Sanitation District
Moapa Valley Water District
Nevada Tahoe Conservation District
Pahrump Library District
Palomino Valley General Improvement District
Pershing County Water Conservation District
Sierra Estates General Improvement District
Silver Springs General Improvement District
Skyland General Improvement District
Smoky Valley Library District
Stagecoach General Improvement District
Sun Valley General Improvement District
Tahoe Douglas District
Tahoe Reno Industrial General Improvement District
Tonopah Library District
Virgin Valley Water District
Walker River Irrigation District
Washoe County Water Conservation District
West Wendover Recreation District
Western Nevada Development District

PUBLIC AGENCY INSURANCE POOL (POOL) COVERAGE SUMMARY

RENEWAL PROPOSAL	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
	07/01/2012 – 07/01/2013 Standard Time	Lander County	$1,000 all perils each and every loss

PROPERTY LIMITS
Blanket Limit per schedule of locations on file with POOL subject to a maximum limit of $300,000,000 per loss. The following sub-limits apply to Section V. C. Extensions of Property Coverage:

Accounts Receivable	$5,000,000 per loss
Arson Reward	10% up to $25,000 per loss
Earthquake	$100,000,000 aggregate
Flood	$100,000,000 aggregate $10,000,000 aggregate - Flood Zone A
Equipment Breakdown	$60,000,000 per loss
Loss of Income & Extra Expense	included
Hazardous Substance Coverage	$250,000 per loss
Spoilage Coverage	$250,000 per loss
Data Restoration	$100,000 per loss
Expediting Expenses	$25,000 per loss
Unintentional Errors and Omissions	$5,000,000 per loss
Money and Securities	$500,000 per loss
Transmission Facilities	$100,000 per loss
Vehicle Replacement	Per Attachment E, if applicable

LIABILITY LIMITS

The Limits of Liability are as follows:

Combined Single Limit	$10,000,000	Each Event/Each Member
Liability Limits are further subject to sub-limits, Member Annual Aggregate Limits and Group Annual Aggregate limits.		

MEMBER CONTRIBUTION:

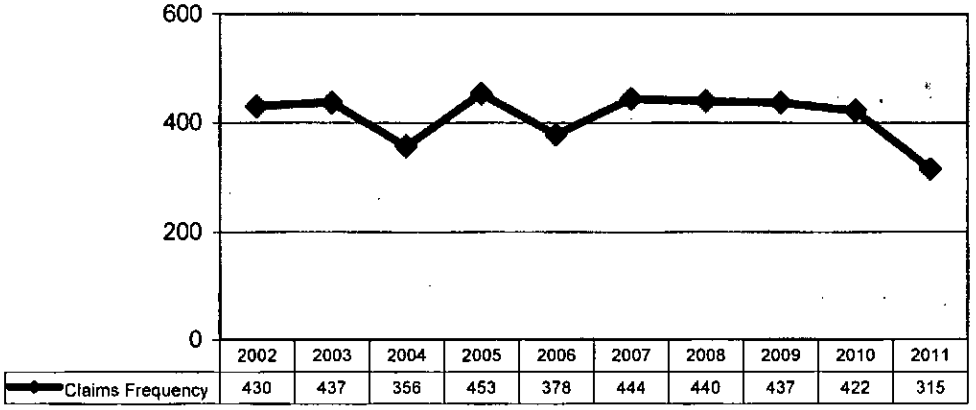
TOTAL COST:	$268,484.19
AGENT COMMISSION:	$18,788.00
TOTAL PROGRAM COST:	$287,272.19

This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage From edition July 1, 2012.

TOTAL POOL EXPERIENCE

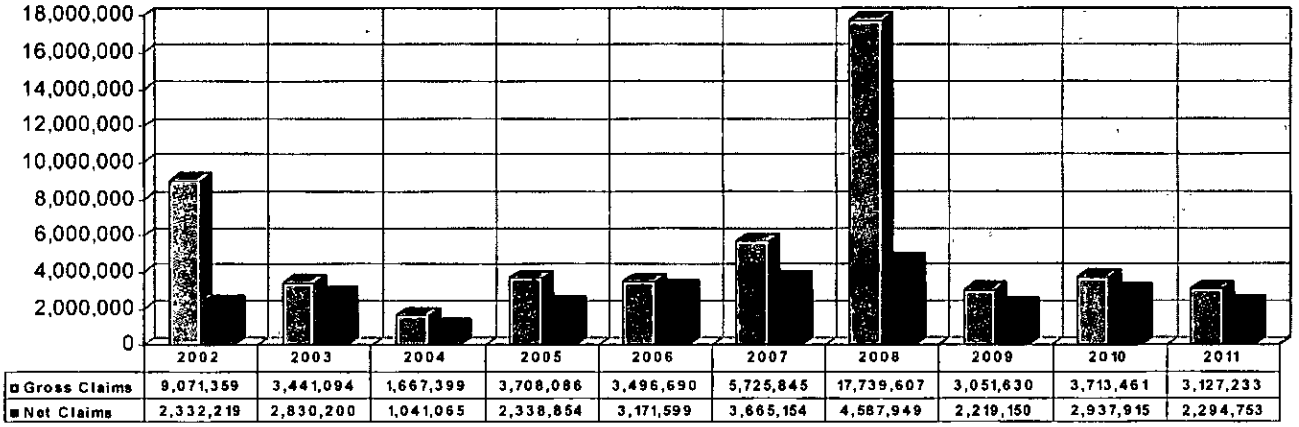
The claims count per year averaged 411 for the ten year period. Claims activity overall appears to be fairly stable.

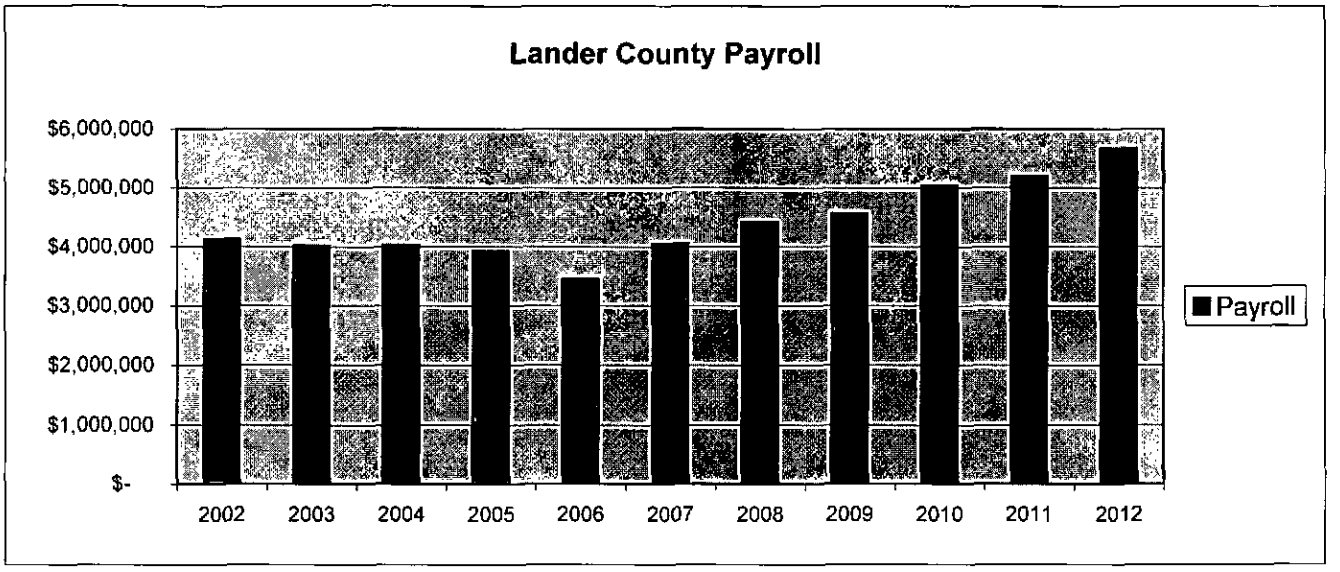
POOL CLAIMS FREQUENCY

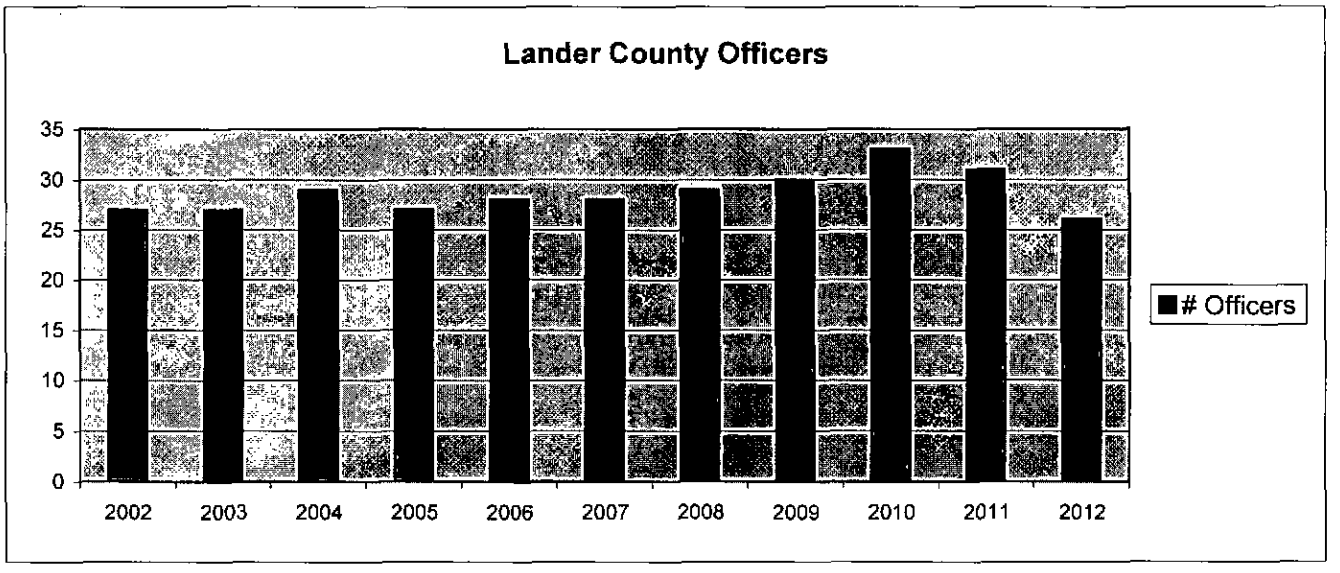


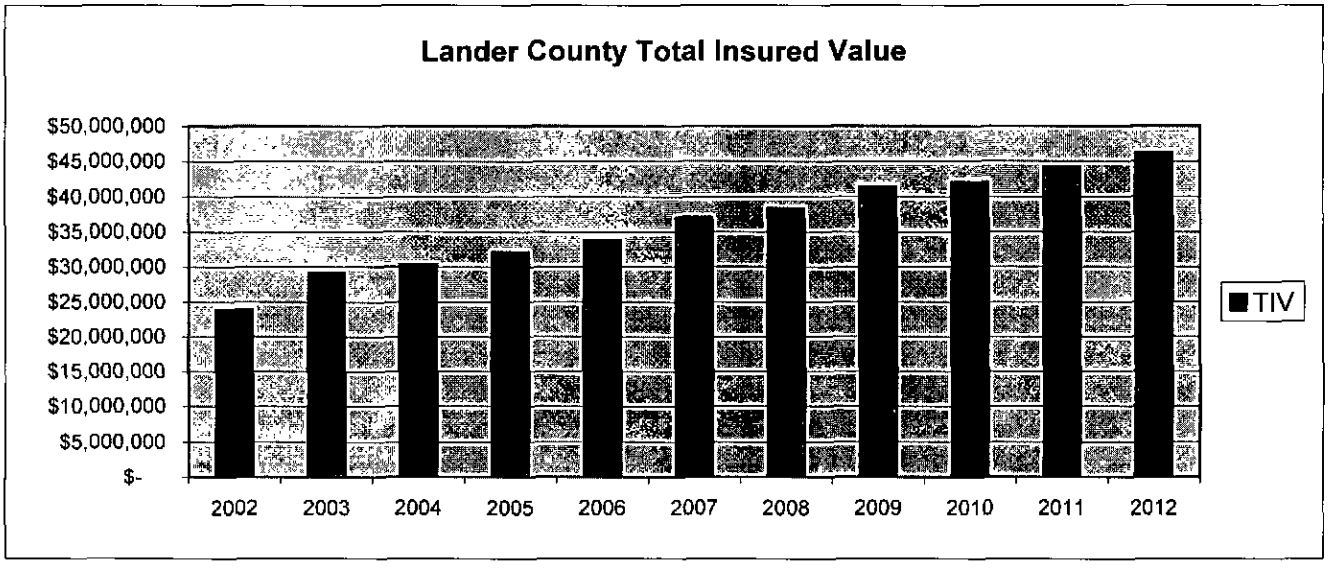
Severity, based on total loss costs incurred without deduction for excess/reinsurance or member deductibles, has averaged $5,474,241 with the worst year (2008) at $17,309,607 comprising 32% of total costs for all years. Net of member deductibles and of excess/reinsurance payments, 2008 also was the worst year at 17%. The POOL's retained incurred claims averaged $2,741,826 for the period.

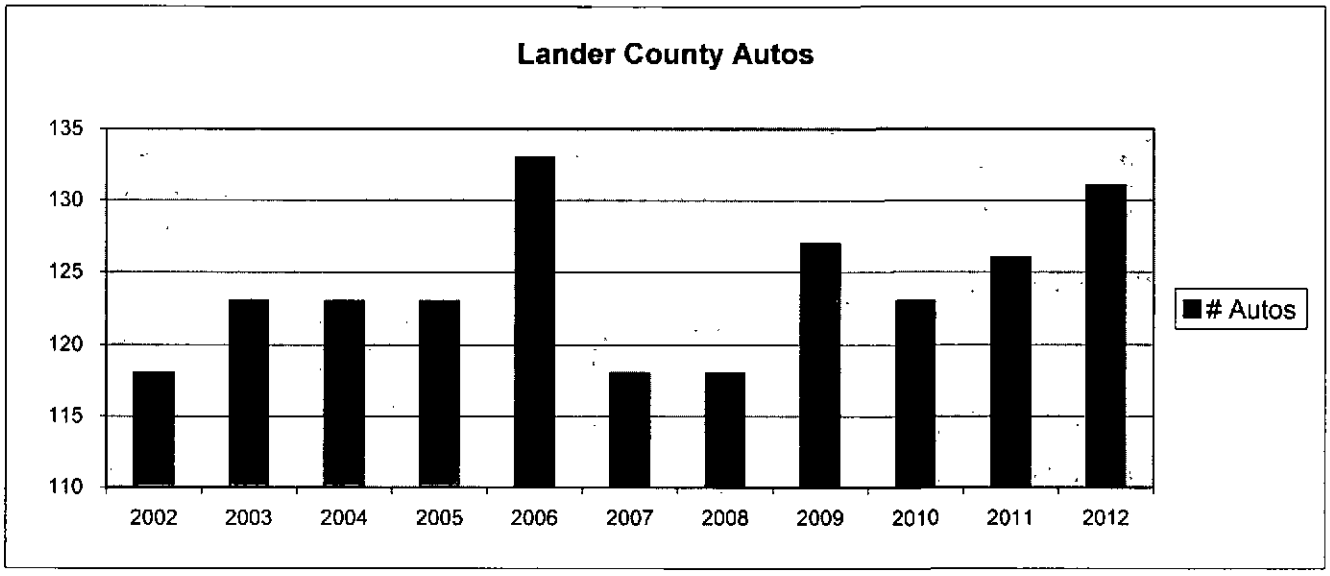
POOL CLAIMS SEVERITY

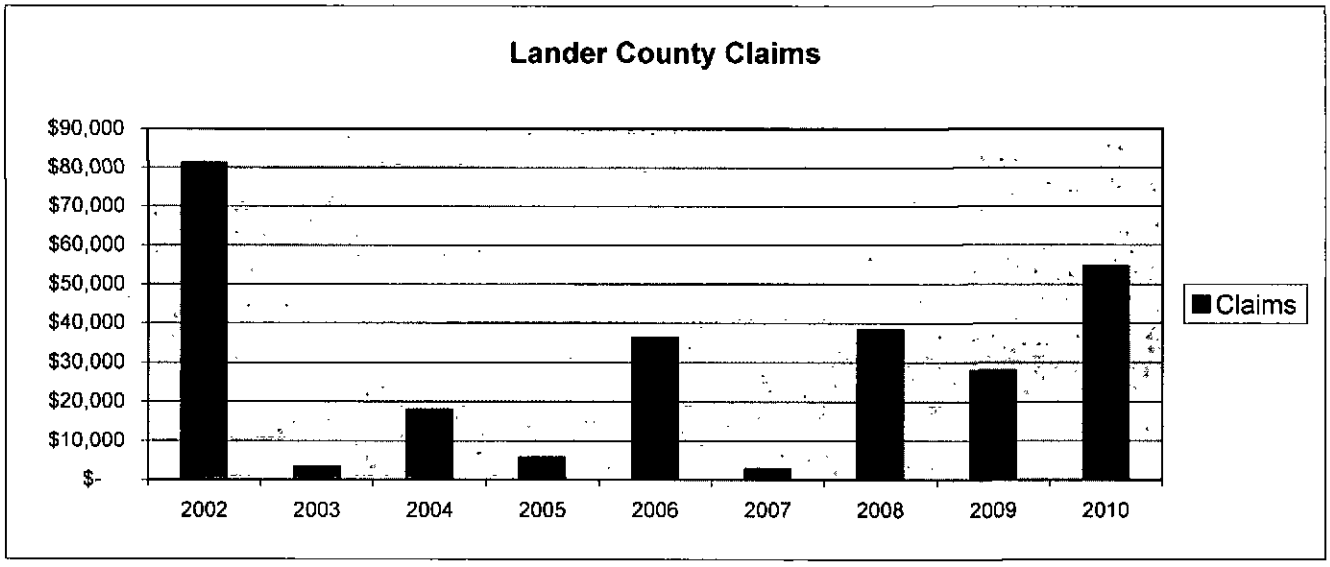


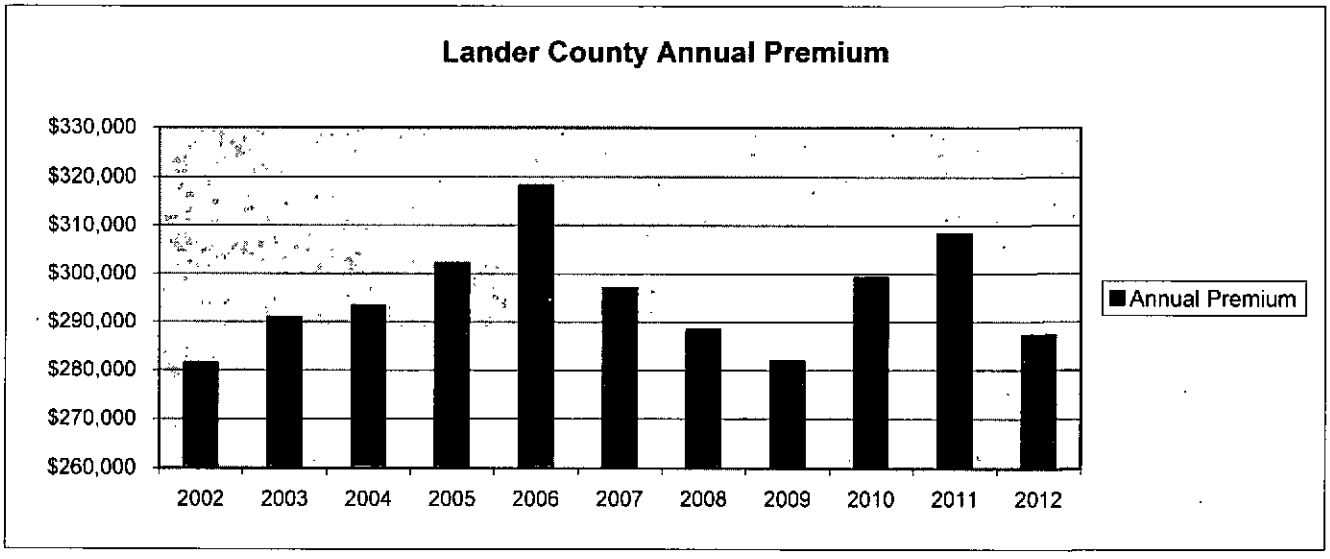

Lander County Payroll
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$-
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
Payroll


Lander County Officers
35
30
25
20
15
10
5
0
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
Officers


Lander County Total Insured Value
$50,000,000
$45,000,000
$40,000,000
$35,000,000
$30,000,000
$25,000,000
$20,000,000
$15,000,000
$10,000,000
$5,000,000
$-
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
TIV


Lander County Autos
135
130
125
120
115
110
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
Autos


Lander County Claims
$90,000
$80,000
$70,000
$60,000
$50,000
$40,000
$30,000
$20,000
$10,000
$-
2002
2003
2004
2005
2006
2007
2008
2009
2010
Claims


Lander County Annual Premium
$330,000
$320,000
$310,000
$300,000
$290,000
$280,000
$270,000
$260,000
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
Annual Premium

Invoice

Hanica Insurance Agency, Inc.
P O Box 385
70 E 8th Street
Battle Mountain NV 89820
Phone: (775) 635-8518
Fax: (775) 635-5914

Invoice Number: 156

Bill To: **Lander County**
315 S Humboldt Street
Battle Mountain NV 89820

Contact Code: LANDERCO005
Agency Contact: Susie Davis

Invoice Date	Agent	Due Date	Effective Date	Expiration Date
5/25/2012	SMD	July 1, 2012	7/1/2012	7/1/2013

Type	LOB	Company	Policy Number	Reference	Amount
REN	CPKGE			Renewal - Lander County	$287,272.19

July 1,2012 to July 1,2013 Renewal Total program cost for Nevada Public Agency Insurance

Invoice Total: $287,272.19

Dean Bulbeck

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 3

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of Employer Contract for health services between Lander County and Nevada Health Centers, Inc. and other matters properly related thereto.

Public comment.

Background:
The Employer Contract for health services between Lander County and Nevada Health Centers, Inc., is brought before the Commission for consideration.

Nevada Health Centers, Inc., is the entity contracted to operate the Austin Medical Clinic. This Employer Contract enables Lander County employees to get certain tests, physicals, immunizations and other health care procedures that may be required out of the circumstance of Lander County employment addressed at the Austin Clinic. The Contract also avails the County to a preferred rate schedule for certain listed procedures.

Recommended Action:
It is recommended that the Commission approve the Employer Contract for health services between Lander County and Nevada Health Centers, Inc.

Specialized Shaping Construction
Contractor Agreement

THIS AGREEMENT is made by and between Lander County, a political subdivision of the State of Nevada (hereinafter called **OWNER**) and Specialized Shaping Construction (hereinafter called **CONTRACTOR**).

OWNER and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, hereby agree as follows:

1. **Work**: **CONTRACTOR** shall complete furnish all labor, materials, equipment, and perform all of the work specified or indicated in **CONTRACTOR'S** proposal ("Work"), which is attached as Exhibit A, at the Mountain View Golf Course, 205 Fairway Drive, Battle Mountain, Nevada 89820 ("Site").

2. **The Project**: The Project for which the Work under this Agreement is to be completed is generally described as follows:

   Mountain View Golf Course Greens
   Emergency Replacement Project

3. **Contract Times**: The Work will be completed within the time specified in **CONTRACTOR'S** proposal.

4. **Contract Documents**: The Contract Documents consist of the following:
   a. This Agreement;
   b. **CONTRACTOR's** Proposal
   c. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
      i. Written Amendments;
      ii. Work Change Directives;
      iii. Change Order(s).

5. **Contract Price**: **OWNER** shall pay **CONTRACTOR** for completion of the Work at the prices stated in **CONTRACTOR's** proposal subject to additions and deductions pursuant to authorized change orders ("Contract Price").

6. **Payment Procedures**: Payments of the Contract Price shall be paid in the following manner:
   a. Mobilization costs to be paid upon completion of equipment move in;
   b. The remaining Contract Price shall be divided by (ten) 10 and paid on a hole by hole basis with payment of each hole to be made after that hole has been completed. Payment is due upon satisfactory completion of hole construction and receipt of invoice.

#3

c. If payment is not made when due, **CONTRACTOR** may suspend the Work until such time as all payments have been made. Failure to make payment for a period in excess of 45 days from the due date of the payment shall be deemed a material breach of this Agreement.
d. In the event of emergency, damages by an act of God, earthquake, flood, storm, fire, landslide, public disturbance, vandalism or failure to maintain remedial work, additional work not specified in the Contract Documents will be charged on a time and materials basis.

7. **Change Orders**: Any alteration or deviation from the Contract Documents, including but not limited to any such alteration or deviation involving additional equipment and/or labor costs, will only be enforceable upon an executed written order for the same, signed by **OWNER** and **CONTRACTOR**, and if there is any change for such alteration or deviation, an additional charge will be added to the Contract Price as agreed upon by **OWNER** and **CONTRACTOR**.

8. **Contractor's Representations:** In order to induce **OWNER** to enter into this Agreement, **CONTRACTOR** makes the following representations:
   a. **CONTRACTOR** has visited the construction Site and is familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Contract Documents.
   b. **CONTRACTOR** is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Contract Documents.
   c. **CONTRACTOR** does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of this Agreement at the contract price, within the stated time, and in accordance with the other terms and conditions of the Contract Documents.
   d. **CONTRACTOR** is aware of the general nature of work to be performed by **OWNER** and others at the Site that relates to the Work as indicated in this Agreement and the Contract Documents.
   e. **CONTRACTOR** has correlated the information known to **CONTRACTOR**, information and observations obtained from visits to the Site, reports and drawings identified in this Agreement and the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data within the Contract Documents.
   f. **CONTRACTOR** has given **OWNER** written notice of all conflicts, errors, ambiguities, or discrepancies that **CONTRACTOR** has discovered in this Agreement and the Contract Documents.
   g. This Agreement and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

h. **CONTRACTOR** shall act with the case, skill, prudence, and diligence under the circumstances then prevailing that a prudent person anting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like claims.

9. **Liability Insurance**: **CONTRACTOR** shall, at all times, maintain liability insurance amounting to no less than $500,000 per person and $1,000,000 per occurrence, naming **OWNER** as an additional insured. Proof of this insurance must be provided to **OWNER** at the inception of this Agreement and whenever the insurance policy is renewed. Failure to maintain proper liability insurance will be an automatic breach of this Agreement, and **CONTRACTOR** shall vacate the property, and the presence of the **CONTRACTOR** or its officers, employees, agents, licensees, or guests will be considered trespassing upon **OWNER's** property.

10. **Bonding**: **CONTRACTOR** shall obtain a proper Performance Bond as well as a proper Payment Bond.

11. **Bookkeeping Records**: **CONTRACTOR** shall keep all records in accordance with Nevada Law.

12. **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.

13. **Liability and Hold Harmless**: To the extent authorized by law, **CONTRACTOR** agrees to indemnify and hold harmless **OWNER** 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, agents or guests. Moreover, **CONTRACTOR** agrees to indemnify and hold harmless **OWNER** 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.

14. **Termination**: This Agreement may be Terminated as follows:

    a. **OWNER** 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. **OWNER** agrees to pay **CONTRACTOR** for any expenses or fees incurred up to the date of termination.
    b. **OWNER** and **CONTRACTOR** may agree in writing to terminate this Agreement at any time.

15. **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 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:

CONTRACTOR	**OWNER**
Specialized Shaping Construction 14932 Woodland Park Drive Forest Ranch, California 95942 (530) 521-0829	Lander County Commissioners 315 South Humboldt Street Battle Mountain, Nevada 89820 (775) 635-2885

16. Contractors: CONTRACTOR is required by law to be licensed and regulated by the Nevada's State Contractors Board. **CONTRACTOR** warrants that it is properly licensed in the State of Nevada and is properly bonded in an amount sufficient to cover the Contract Price for this project. Any questions concerning a Nevada Contractor may be referred to the State Contractors Board, 70 Linden Street, Reno, Nevada 89502. Any questions concerning a California Contractor may be referred to P.O. Box 26000, Sacramento, California 95826 (800) 321-2752.

17. 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 the parties.

18. 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.

19. Assignment: The rights granted and responsibilities incurred under this Agreement may not be assigned without the written consent of **OWNER**.

20. 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.

21. 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 Sixth Judicial District Court in and for the County of Lander.

22. 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.

23. **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.

24. **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.

25. **Integration**: 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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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:

OWNER

LANDER COUNTY BOARD OF COMMISSIONERS

By: Dean Bullock Date: June 14, 2012
DEAN BULLOCK, Chair

Attest:

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

CONTRACTOR

By: _____ Date: _____
ARTHUR STRAIN, Owner

EXHIBIT A

Mountain View Golf Course

Greens renovation 2012

Description of work: Design/Build 10 new USGA greens with new irrigation (using exsisting green sites completely reshape green with material already in place)

Scope of work:

Strip/remove approx 12,000 to 14,000 sf of turf per green complex

Remove exsisting irrigation cut and cap

Shape new greens complex

USGA greens construction (install drainage 4" ADS perf pipe, 4" gravel layer, 12" sand layer)

Install new irrigation loop (using Rainbird 751 decoder sprinkler heads, to match future system)

Fine grade putting surface/surrounds for sod installation

Sod installation (approx 4,700 sf bentgrass, approx 8,500 sf blue/rye sod per complex)

Cost:

Mobilization	$13,500.00
Specialized Shaping	$237,200.00
West Coast Turf	$136,000.00 (Total sod needed 47,000sf A-4 bentgrass, 85,000sf blue/rye sod)
Total Cost	**$386,700.00**

Construction notes:

Specialized Shaping Construction (Price includes all materials, labor and equipment)

Approx 10-12 weeks to complete

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 4

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of the agreement between Lander County and the Austin Roping Club for lease of the Austin Rodeo Grounds located on Highway 50 in Austin and other matters properly relating thereto.

Public comment.

Background:

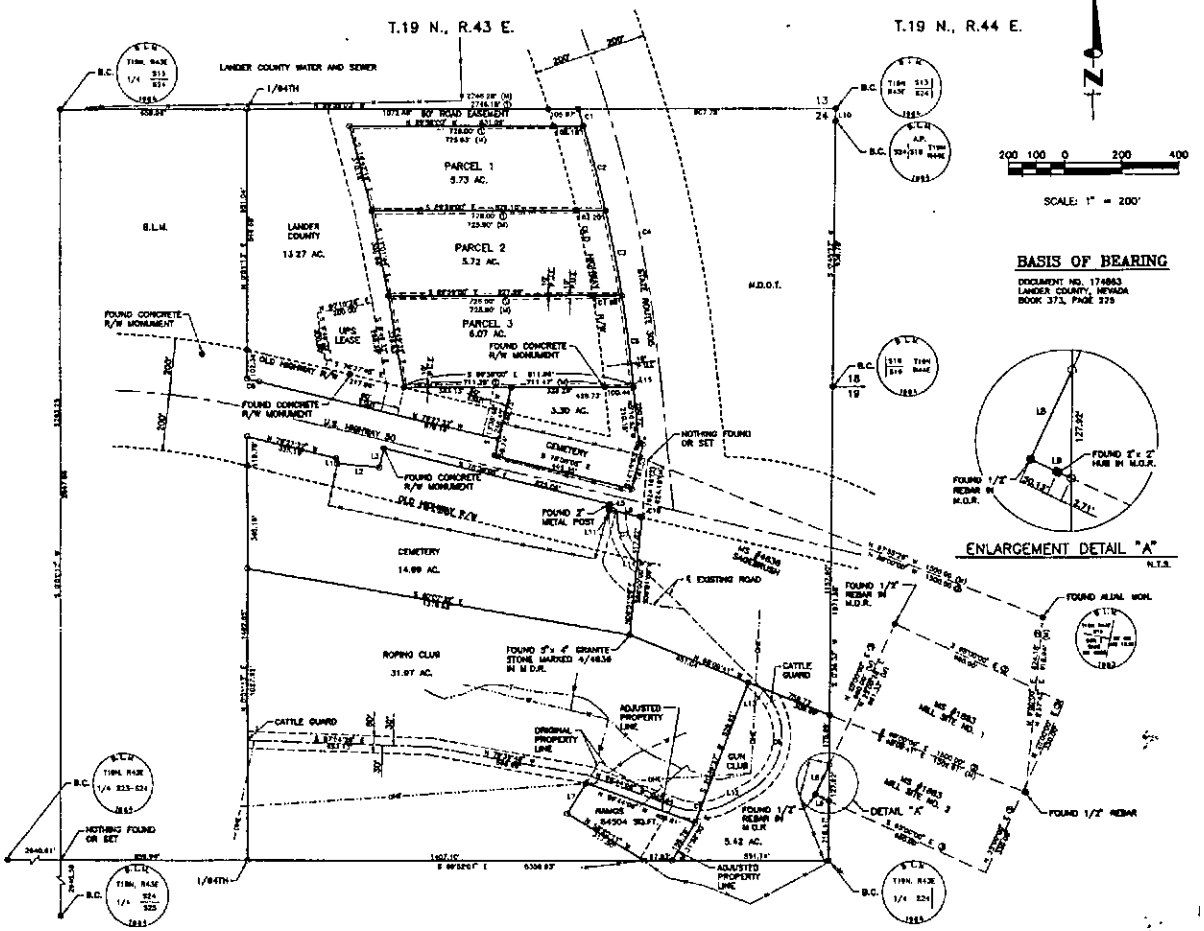
The agreement between Lander County and the Austin Roping Club for lease of the Austin Rodeo Grounds, located on Highway 50 in Austin, is presented for consideration by the Commission.

The Austin Roping Club is a not-for-profit, community-based organization, exempt under Section 501(c)(3) of the Internal Revenue Code, that uses the Austin Rodeo Grounds for recreational purposes. An Agreement has been in place between Lander County and the Austin Roping Club since 1986 for lease of these premises. The County is authorized, through the provisions of Nevada Revised Statutes (NRS) 244.2835, to lease property to a non-profit, charitable or civic organization. The term of the Lease Agreement is from the date of approval through July 15th of 2013 with an automatic renewal, each year, for a one-year period. The Austin Roping Club shall pay ten dollars ($10.00) rent per year to the County under the terms of the Agreement.

Lander County District Attorney's Office staff will present this lease to the Commission.

Recommended Action:

It is recommended that the Commission approve the Austin Roping Club Lease Agreement between Lander County and the Austin Roping Club for lease of the Austin Rodeo Grounds located on Highway 50 in Austin.



SURVEYOR'S CERTIFICATE:

I, CHARLES D. CHURCH, A PROFESSIONAL LAND SURVEYOR, IN THE STATE OF NEVADA, DO HEREBY STATE THAT:

1) I HAVE PERFORMED A FIELD SURVEY OF THE BOUNDARIES OF THE AFFECTED PARCELS.
2) ALL CORNERS AND ANGLE POINTS OF THE ADJUSTED BOUNDARY HAVE BEEN SET.
3) THIS MAP IS NOT IN CONFLICT WITH THE PROVISIONS OF N.R.S. 278.010 TO 278.630, INCLUSIVE AND SECTIONS 2 AND 3 OF CHAPTER 478 OF THE SIXTY-SIXTH LEGISLATIVE SESSION.
4) I HAVE PREPARED THIS MAP AT THE INSTANCE OF LANDER COUNTY BOARD OF COMMISSIONERS.
5) THE SURVEY WAS COMPLETED IN JUNE, 1992.

CHARLES D. CHURCH

OWNER'S CERTIFICATE:

I THE UNDERSIGNED OWNER OF THE AFFECTED PARCELS AS SHOWN ON THIS MAP DO HEREBY STATE:

1) I HAVE EXAMINED THIS PLAT AND APPROVE AND AUTHORIZE ITS RECORDING.
2) I AGREE TO EXECUTE THE REQUIRED DOCUMENTS CREATING ANY EASEMENT WHICH IS SHOWN HEREON.
3) I AGREE TO EXECUTE THE REQUIRED DOCUMENTS ABANDONING ANY EXISTING EASEMENT PURSUANT TO THE PROVISIONS OF N.R.S. 278.010 TO 278.630, INCLUSIVE AND SECTIONS 2 AND 3 OF CHAPTER 478 OF THE SIXTY-SIXTH LEGISLATIVE SESSION.
4) ALL PROPERTY TAXES ON THE LAND FOR THE FISCAL YEAR HAVE BEEN PAID.
5) ANY LENDER WITH AN IMPOUND ACCOUNT FOR THE PAYMENT OF TAXES HAS BEEN NOTIFIED OF THE ADJUSTMENT OF THE BOUNDARY LINE OR THE TRANSFER OF THE LAND.

LANDER COUNTY BOARD OF COMMISSIONERS — JOSEPH RAMOS

STATE OF NEVADA
COUNTY OF LANDER } S.S.

ON THIS 13th DAY OF January IN THE YEAR 1993 BEFORE ME, [illegible] NOTARY PUBLIC, PERSONALLY APPEARED [illegible], PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGE THAT THEY EXECUTED IT.

WITNESS MY HAND AND OFFICIAL SEAL.
NOTARY'S SIGNATURE
MY COMMISSION EXPIRES: Dec. 2, 1993

STATE OF NEVADA
COUNTY OF LANDER } S.S.

ON THIS 13th DAY OF January IN THE YEAR 1993 BEFORE ME, [illegible] NOTARY PUBLIC, PERSONALLY APPEARED [illegible], PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGE THAT THEY EXECUTED IT.

WITNESS MY HAND AND OFFICIAL SEAL.
NOTARY'S SIGNATURE
MY COMMISSION EXPIRES: Dec. 2, 1993

BK391PG467

183373

GOVERNING AGENCY CERTIFICATE:

LANDER COUNTY HAS REVIEWED AND APPROVED THIS MAP.

Oct. 1992

NOTES

1) THIS RECORD OF SURVEY IS REQUIRED PER N.R.S. 625.340.
2) THE INTENT OF THIS MAP IS TO SHOW THE FOLLOWING:
   A. THE BOUNDARY LINE ADJUSTMENT BETWEEN JOSEPH RAMOS AND LANDER COUNTY.
   B. THE HIGHWAY RIGHT OF WAY REDUCTION AS A RESULT OF RESOLUTION OF ABANDONMENT OF A PORTION OF STATE HIGHWAY RIGHT-OF-WAY RECORDED AS DOCUMENT NO. 174863 IN BOOK 373 AT PAGE 229, LANDER COUNTY, NEVADA.
   C. THE PARCELS RESULTING FROM AN UN-RECORDED SURVEY PERFORMED FOR LANDER COUNTY BY MR. MICHAEL DONOVAN JR. PLS #5817 DATED APRIL 22, 1990.
3) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. ONLY THOSE EASEMENTS DESCRIBED IN DOCUMENTS SUPPLIED BY THE CLIENT ARE SHOWN. OTHER EASEMENTS OR ENCUMBRANCES MAY EXIST.

LEGEND

- SET 5/8" REBAR & CAP "C.T.E. PLS 5446"
- FOUND 5/8" REBAP "MJ DONOVAN PLS 5817" OR AS NOTED.
- FOUND OF ROCK
- (M) MEASURED DISTANCE
- PER UNRECORDED MAP BY M.J. DONOVAN JR.
- PER MINERAL SURVEY NO. 1438, OCT. 19th, 1926
- PER MINERAL SURVEY NO. 1863, MAY 27th, 1999
- EXISTING WATER
- EXISTING TELEPHONE
- EXISTING OVERHEAD ELECTRICAL

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 12°41'33" W	20.73'
L2	S 88°19'27" E	150.34'
L3	N 12°41'33" E	88.97'
L4	S 78°27'22" E	19.91'
L5	S 18°53'38" W	18.94'
L6	S 74°36'52" E	95.35'
L7	S 31°22'30" W	125.97'
L8	N 25°00'26" E	110.48'

LINE	BEARING	DISTANCE
L9	S 64°57'01" E	52.94'
L10	S 10°48'01" W	44.89'
L11	S 78°27'22" E	17.83'
L12	S 61°19'48" W	85.03
L13	N 14°48'39" W	13.02'
L14	N 14°48'39" W	8.17'
L15	N 08°19'08" W	9.39'

CURVE TABLE

CURVE	ARC	DELTA	RADIUS
C1	82.80'	0°43'58"	4800.00'
C2	308.73'	3°31'19"	4800.00'
C3	385.43'	3°31'17"	4800.00'
C4	1045.17'	11°56'36"	5000.00'
C5	315.12'	3°41'07"	4800.00'
C6	43.31'	0°57'18"	3000.00'
C7	183.60'	50°13'30"	210.00'
C8	414.62'	106°00'13"	225.00'
C9	192.33'	49°57'08"	225.00'
C10	5.18'	0°13'42"	3048.00'

COUNTY RECORDERS CERTIFICATE:

FILE NO. 183373
FILED FOR RECORD AT THE REQUEST OF Lander County Commissioners
ON THIS 13th DAY OF January, 1993
AT 46 MINUTES PAST 4 O'CLOCK P.M.
OFFICIAL RECORDS OF LANDER COUNTY, NEVADA
COUNTY RECORDER
BY: DEPUTY
FEE: $ -0-

RECORD OF SURVEY
FOR
LANDER COUNTY
OF
PORTIONS OF SECT. 24, T.19 N., R.43 E.

LANDER COUNTY, NEVADA

PREPARED BY: CONSULTING ENGINEERS, INC. MINDEN, NEV.

SHEET 1 OF 1

DATE: 9-9-92

DRAWING NUMBER 1-15-93

DRAWING NUMBER 183373

DRAWING NUMBER 391

DRAWING NUMBER 467

Lander County
Building & Planning
Department

June 12, 2012

To: **Lander County Commissioners**

Re: **6-14-12 Commission Agenda # 4, Austin Rodeo Ground lease to the Austin Roping Club.**

Sirs;

As I will not be available for comment on this agenda item, I would like to provide you with the following information:

On June 6, 2012 I received a call stating there was a fifth-wheel RV being occupied as well as two structures recently erected at the Austin Rodeo Grounds, (photographs attached). I contacted Guy Rock and asked him to investigate and to post the construction with a "Stop Work" tag, which he did.

Later the same day, I received a call from Mr. Dennis Ashby who stated "he and Lois (Roping Club Board Member) were living in the RV as watchmen for the Rodeo Grounds" and the wood shed was being constructed by the school as a trades project, I informed Mr. Ashby that the construction of the Carport and shed are permittable projects, the property is owned by Lander County and that permission would have to be requested to and granted by the Commissioners prior to living or constructing any structures on County property.
I also informed Mr. Ashby that I would be writing a letter to the Rodeo Club outlining the violations and planning a visit to the property within the next two to three weeks to investigate and that I would like to have them present during my visit.

Please take this information into consideration during your decision making process on this agenda item.

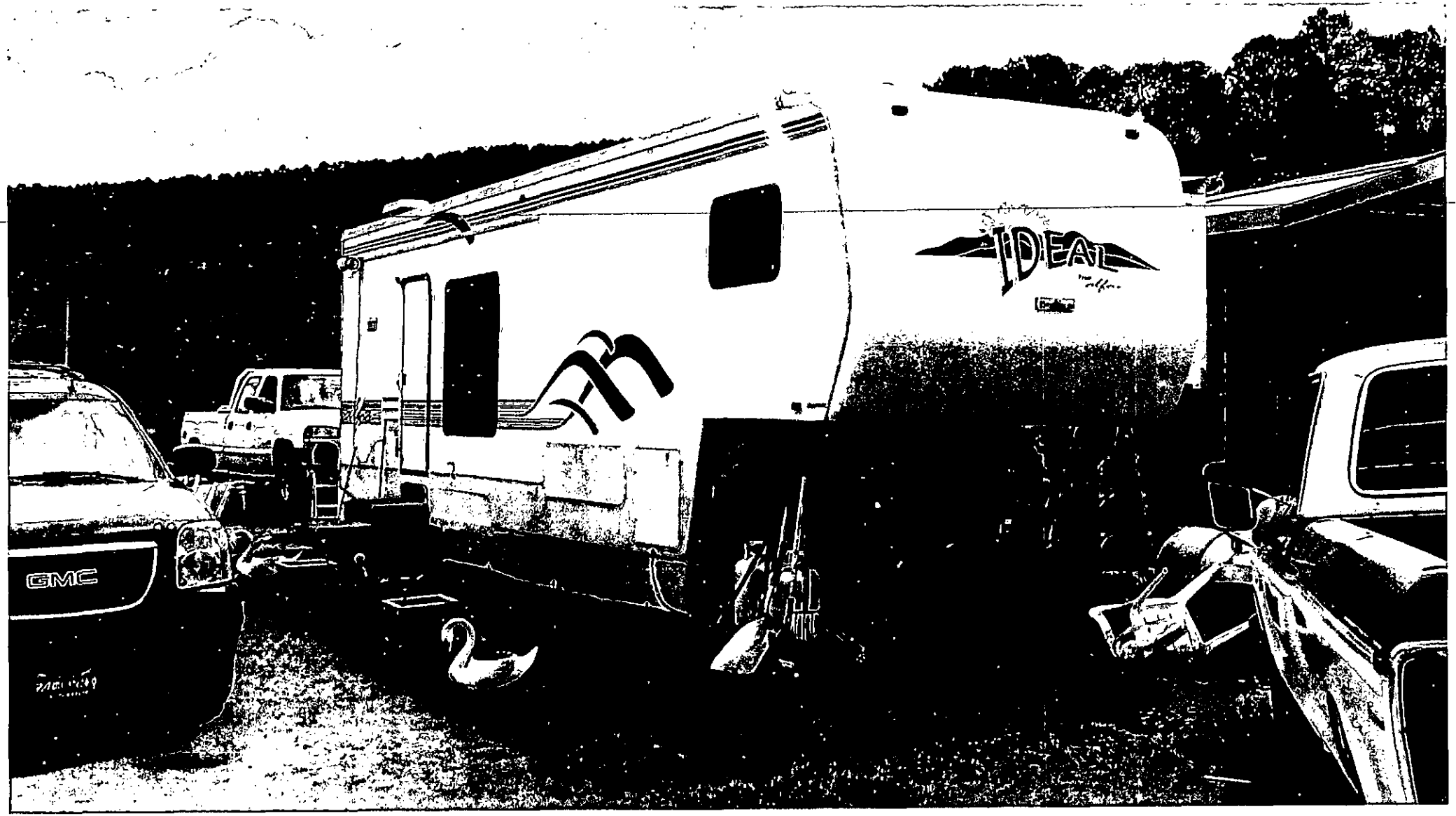
Thank you,

Joe Lindsey
LC Building Department

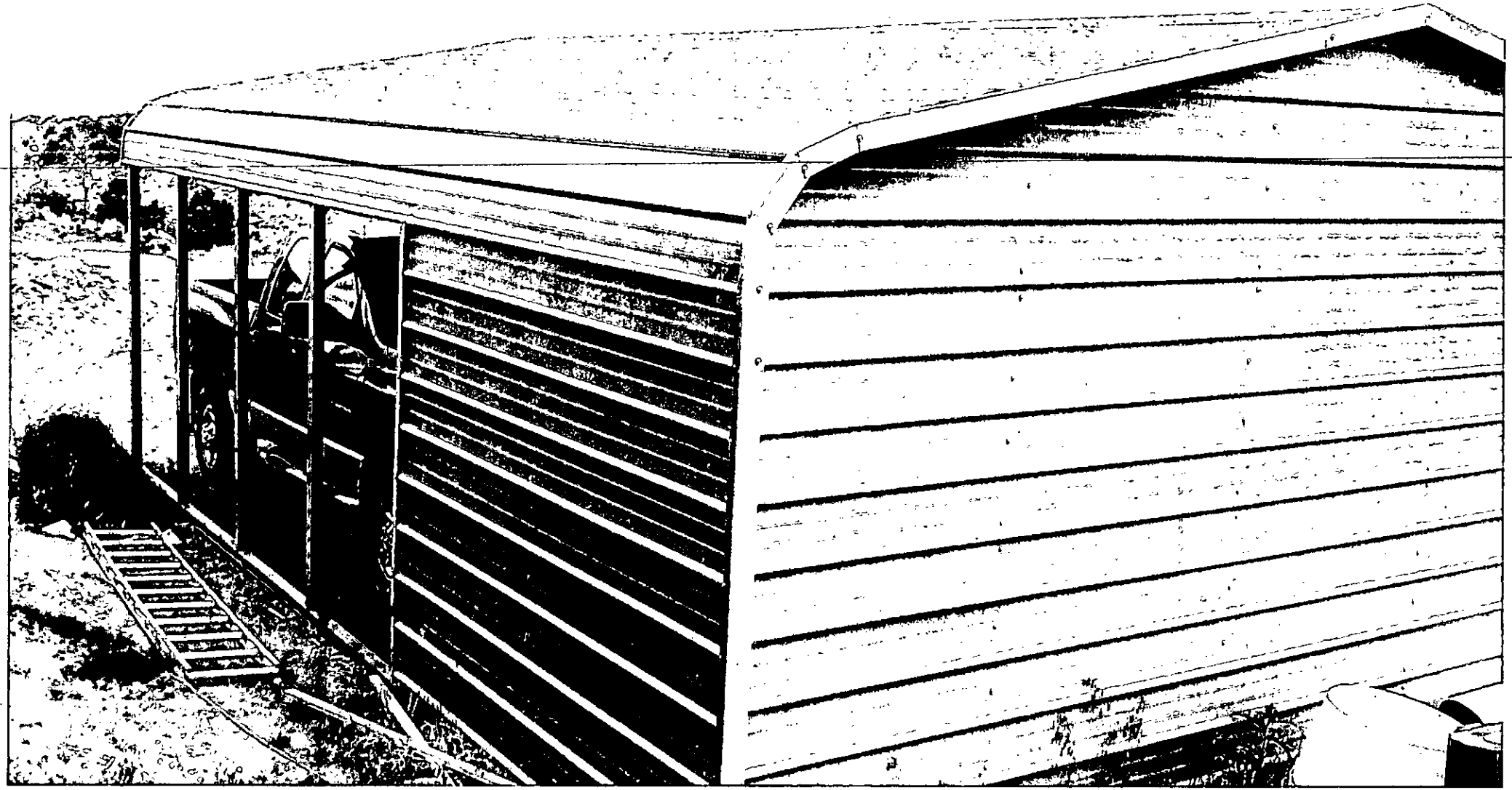
315 South Humboldt Street ≺ ≻ Battle Mountain NV 89820
Phone: (775) 635-2860 ≺ ≻ Fax: (775) 635-1120

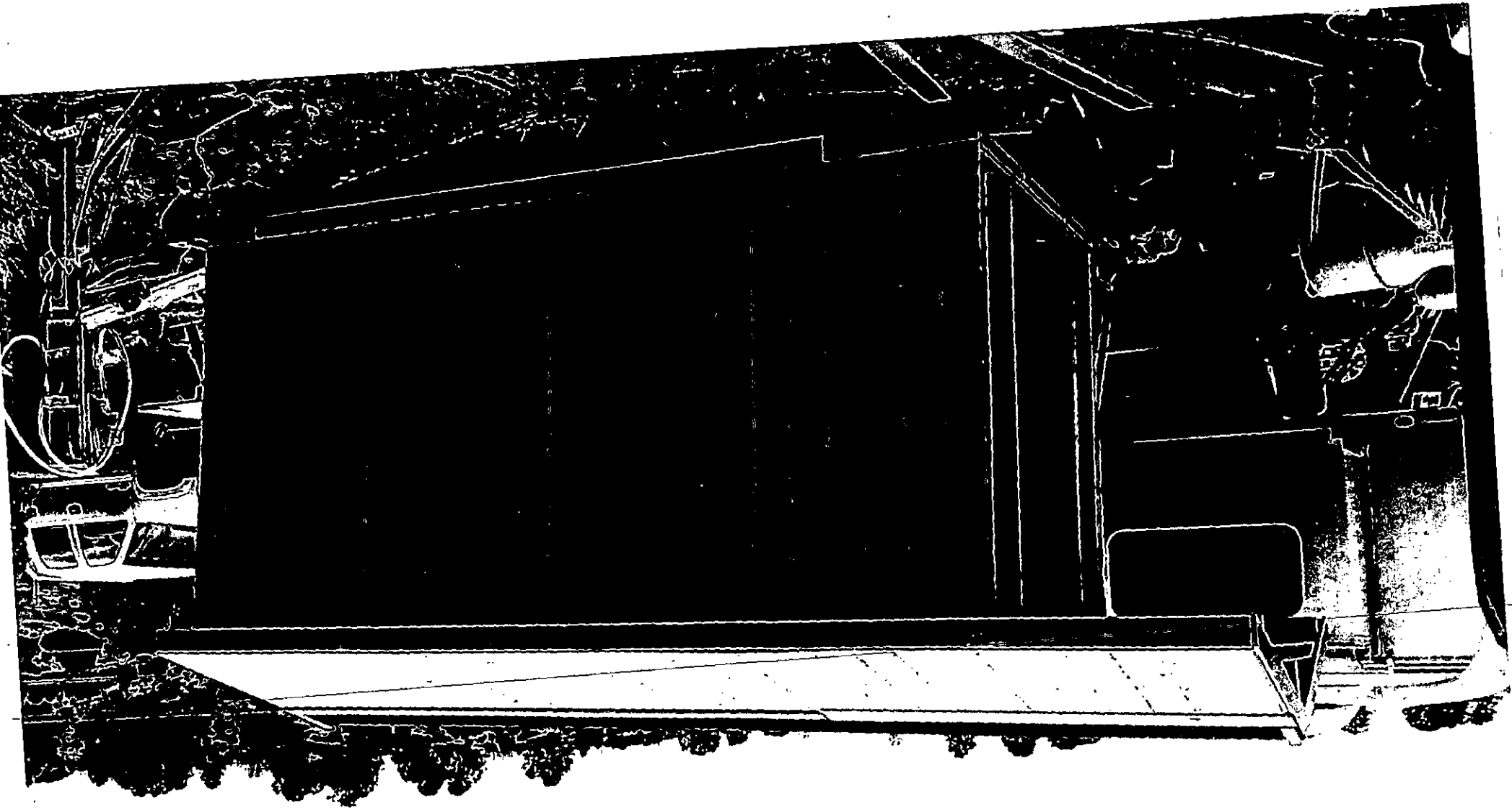
6-6-12

6-6-12



6-6-12





AUSTIN ROPING CLUB LEASE AGREEMENT

This AUSTIN ROPING CLUB LEASE AGREEMENT, 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 Austin Roping Club, Inc., a non-profit corporation incorporated under the laws of the State of Nevada, hereinafter referred to as ("Austin Roping Club").

RECITALS

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 244.2835, Lander County is authorized to lease property to nonprofit charitable or civic organizations if the nonprofit organization: 1) is recognized as exempt under section 501(c)(3) of the Internal Revenue Code; 2) is affiliated by contract or other written agreement with the county; and 3) provides services to the residents of the county that the county would otherwise have to pay for;

WHEREAS, Austin Roping Club is exempt under section 501(c)(3) of the Internal Revenue Code;

WHEREAS, Austin Roping Club and Lander County have had a lease agreement in effect since 1986;

WHEREAS, Austin Roping Club is a not-for-profit community based organization that desires to use Lander County's property for the purpose of civic recreational activities in the southern portion of Lander County, including but not limited to, roping and rodeo events that Lander County would otherwise be required to expend money to provide;

WHEREAS, Lander County does not currently need or utilize the subject property or buildings at the present time for other public purposes;

WHEREAS, Lander County recognizes that the public interest would be served by leasing the subject property to Austin Roping Club on the terms and conditions stated below; 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: Austin Roping Club shall, subject to all terms, conditions, and limitations specified hereinafter, have the non-exclusive right to use the Austin Rodeo Grounds located on Highway 50 in Austin, Nevada 89310.

#4

Any reference to "property" or "grounds" or "buildings" shall include the above described property and improvements thereon.

2. Term: This Agreement shall remain in effect from the date it is approved by both parties to the 15th day of June 2013. This term shall be subject to earlier termination as hereafter provided. This Agreement shall automatically renew each year, for a one year term unless terminated as hereafter provided or replaced by another agreement.

3. 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.

4. Rental Payment: Austin Roping Club shall pay as rent ten dollars ($10.00) per year upon execution of this Agreement.

5. Maintenance and Utilities: Maintenance and utility obligations are as follows:

   A. Austin Roping Club shall be responsible for the maintenance to the exterior of all buildings, landscape, grounds, and any parking area.

   B. Austin Roping Club shall be responsible for the maintenance and repair to the plumbing, heating and electrical services and systems inside all buildings.

   C. Austin Roping Club shall provide general maintenance and cleaning of the interior of all buildings and upon the grounds and shall keep the buildings and grounds in good and safe order.

   D. Austin Roping Club shall pay for utilities.

6. Operation of premises: Austin Roping Club agrees to keep the property adequately secured and policed with particular attention to concession areas and with special care to any concessions that sell alcoholic beverages, if any exist. Austin Roping Club further covenants and agrees to abide by all health and sanitation laws, rules and regulations for the State of Nevada and Lander County.

7. Safety: Austin Roping Club agrees and promises to abide by all safety rules and regulations with regard to its operations, which may be promulgated by the State of Nevada, Lander County, any associations which may have jurisdiction, or any relevant certifying authority.

8. Liability and Hold Harmless: To the extent authorized by law, Austin Roping Club 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 Austin Roping Club, its officers, employees, agents, licensees, or guests. Moreover, Austin Roping Club agrees to indemnify and hold harmless Lander County from any claim or potential claim from Austin Roping Club, its officers, employees, agents, licensees or guests resulting from any loss, damage, liability, cost or expense caused by any reason whatsoever.

9. Liability Insurance: Austin Roping Club shall, at all times, maintain liability insurance amounting to no less than $500,000 per person and $1,000,000 per occurrence, naming Lander County as an additional insured. Proof of this insurance must be provided to Lander County at the inception of this Agreement and whenever the insurance policy is renewed. The liability insurance must cover all activities held on the property. Failure to maintain proper liability insurance will be an automatic breach of this Agreement, and Austin Roping Club shall vacate the property, and the presence of the Austin Roping Club or its officers, employees, agents, licensees, or guests will be considered trespassing upon Lander County property.

10. Insurance of Property: Lander County shall be responsible for the insurance of buildings and their appurtenances. Any proceeds that result from this Paragraph shall belong to Lander County. Lander County shall be under no obligation to use said proceeds to rebuild or repair any building to make it suitable for the purpose of this Agreement.

11. Liens: Austin Roping Club shall not permit any mechanic's or other liens to attach to the real property and/or improvements. In the event any such lien attaches, Austin Roping Club shall have twenty (20) days to effect its removal or Lander County may, in its judgment, terminate this Agreement and/or exercise all remedies provided by law.

12. Diversion of Water: Austin Roping Club shall not divert any water from the property.

13. Nonprofit Status: Austin Roping Club shall maintain its nonprofit status throughout the duration of this Agreement and shall use the property only for appropriate civic recreational purposes. At any time the Austin Roping Club fails to maintain its nonprofit status or uses the property for an inappropriate purpose, this Agreement will be automatically terminated.

14. Improvements and Alterations: Austin Roping Club shall make no improvements or alterations to any building or the grounds unless prior approval is granted in writing by Lander County. All improvements and alterations shall remain the property of Lander County upon termination of this Agreement unless Austin Roping Club can remove them without causing damage to any building or the grounds. Austin Roping Club shall not receive any credit towards rent for any improvements or alterations.

15. Surrender of Possession: Austin Roping Club agrees to surrender to Lander County possession of the subject property at the expiration or termination of the Agreement, by lapse of time or otherwise, in as good repair as when Austin Roping Club obtained it at the commencement of the term, excepting only ordinary wear and decay, or damage by elements, or by act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, or of military or usurped power.

16. 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 the parties.

17. Damage or Loss to Austin Roping Club's Property: All personal property of any kind kept in any building or on the grounds shall be kept there at Austin Roping Club's sole risk and Lander County shall not be held liable for any damage done to or loss of that personal property, arising from bursting pipes, overflowing or leaking of water, sewer, or steam pipes, or from heating or plumbing fixtures, or from electrical wires, or from gases, or odors, or caused in any other manner. Lander County has no duty to provide security for any building or the grounds.

18. Termination: This Agreement may be Terminated prior to the expiration of the term as follows:

    A. Either party 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. The parties may agree in writing to terminate the lease at any time.

    C. This Agreement shall automatically terminate upon the destruction of the property or any buildings thereon. For the purposes of this paragraph, the property or buildings thereon shall be considered destroyed if either becomes physically unsuitable to provide civic recreational activities, by way of any cause, or if any state, local, or federal law prohibits its use for a civic recreational activity.

19. 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 to the other party at the address set forth below:

AUSTIN ROPING CLUB:	LANDER COUNTY:
Austin Roping Club Resident Agent P.O. Box 13 Austin, Nevada 89310	Lander County Commissioners 315 South Humboldt Street Battle Mountain, Nevada 89820

20. 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.

21. Assignment: The rights granted and responsibilities incurred under this Agreement may not be assigned without the written consent of Lander County. The grounds and buildings may not be subleased. The Austin Roping Club may, however, enter into licensing agreements allowing individuals to use the grounds and buildings. Prior to any licensee using the grounds or buildings, Austin Roping Club and the licensee shall complete and execute a copy of the Licensee Agreement that has been attached as Exhibit A. Failure to properly complete and execute the attached Licensee Agreement prior to a licensee using the grounds or buildings shall constitute a breach of contract and both Austin Roping Club and the licensee shall be trespassing upon Lander County property. Moreover, Austin Roping Club shall not discriminate in any way with regard to its licensing agreements. Any discrimination shall be considered a breach of contract.

22. 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.

23. 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 Sixth Judicial District Court in and for the County of Lander.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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. Once the intervening force has subsided, however, both parties shall continue to perform under the contract within a reasonable time.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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: _____
DEAN BULLOCK, Chair

Attest:

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

AUSTIN ROPING CLUB

By: _____ Date: _____
RUBEN GALLEGOS, President

EXHIBIT A

AUSTIN ROPING CLUB LICENSEE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 20____, by and between AUSTIN ROPING CLUB, INC., hereinafter referred to as the "AUSTIN ROPING CLUB," and

Name: _____ Contact: _____

Address: _____ Telephone: _____

City/State/Zip: _____

hereinafter referred to the "LICENSEE."

WITNESSETH: In consideration of the performance by the LICENSEE of all covenants, conditions, agreements and stipulations herein, the AUSTIN ROPING CLUB demises and licenses unto the LICENSEE and the LICENSEE takes the following premises:

_____

_____

_____

_____

located at the Austin Roping Arena/Rodeo Grounds in Austin, Nevada 89310 (the "PREMISES"), to be used for the purposes of:

_____

_____

_____

_____

and for no other purpose whatsoever without the written consent of the AUSTIN ROPING CLUB endorsed on this or a subsequent agreement.

LICENSEE agrees to pay to the AUSTIN ROPING CLUB the amount of $_____ per _____.

LICENSEE may use the PREMISES under the terms of this Agreement until the _____ day of _____ 20____. LICENSEE agrees that LICENSEE shall be bound by the terms of this Agreement so long as LICENSEE, LICENSEE'S property, or any guests, officers or agents of LICENSEE remain on the PREMISES.

TERMS AND CONDITIONS

1. LICENSEE shall: (i) use the PREMISES under this Agreement in accordance with all applicable federal, state, and local ordinances, statutes, regulations, and requirements; (ii) indemnify and defend LANDER COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA, hereinafter

called "LANDER COUNTY," and the AUSTIN ROPING CLUB for any loss, expense or damage experienced by LANDER COUNTY or the AUSTIN ROPING CLUB as a result of LICENSEE's failure to comply with the terms of this Agreement; and, (iii) assume responsibility for payment of all applicable taxes, licenses, permits and fees.

2. If any services are required by LICENSEE or arise out of the use of the PREMISES by LICENSEE, including but not limited to, police and fire protection, janitors and rest room attendants, first-aid nurses, skilled and unskilled labor, box office auditing personnel, sound engineers, spotlight operators, tractor operators, water truck operators, or any other equipment operators, and any other such similar services which the AUSTIN ROPING CLUB, in its sole discretion, may deem necessary, the LICENSEE shall obtain the prior approval of the AUSTIN ROPING CLUB for the use of such services and such services shall be under the supervision and under the full responsibility of the LICENSEE.

3. ***IF ANY PORTION OF THE PREMISES IS DAMAGED BY THE ACT, FAILURE TO ACT, FAULT, DEFAULT UNDER THIS AGREEMENT OR NEGLIGENCE OF LICENSEE, LICENSEE'S AGENTS, EMPLOYEES, PATRONS, INVITEES, GUESTS OR ANY PERSON ADMITTED TO THE PREMISES BY LICENSEE, THEN LICENSEE SHALL PAY TO LANDER COUNTY, UPON DEMAND, SUCH SUMS AS ARE NECESSARY TO RESTORE THE PREMISES TO THE CONDITION PRIOR TO SUCH DAMAGE. LICENSEE ASSUMES FULL RESPONSIBILITY FOR THE CHARACTER, ACTS AND CONDUCT OF ALL PERSONS ADMITTED TO THE PREMISES BY OR WITH THE CONSENT OF ANY PERSON ACTING FOR OR ON BEHALF OF LICENSEE.***

   Initials: _____ ***Date:*** _____

4. LICENSEE shall hold harmless, indemnify and defend LANDER COUNTY and the AUSTIN ROPING CLUB from and against any loss, damage, claim, suit, or liability due to injury, including death resulting therefrom, or property damage, of LICENSEE, LICENSEE'S officers, agents, employees or guests, or any third party arising out of the intentional or negligent acts or omissions of the LICENSEE, its officers, agents, employees, or guests in connection with the use or occupancy of the PREMISES or the LICENSEE'S duties and responsibilities pursuant to this Agreement.

5. LICENSEE shall pay all attorneys fees and costs incurred as a result of any breach of any condition of this Agreement by LICENSEE.

6. If the PREMISES, or any part thereof, shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the AUSTIN ROPING CLUB impossible, then and in that event this Agreement shall terminate, and the LICENSEE waives any and all claims for loss or damages or compensation should this Agreement be so terminated. Moreover, this Agreement is contingent upon the AUSTIN ROPING CLUB being a lawful tenant of the PREMISES. If at any time the AUSTIN ROPING CLUB is no longer a lawful tenant of the PREMISES, then this Agreement is terminated, LICENSEE shall vacate the premises immediately, and LICENSEE waives any and all claims for loss or damages or compensation arising therefrom.

7. The law of the State of Nevada shall govern the interpretation of this Agreement, and the venue for any lawsuits commenced to enforce any of the terms of this Agreement shall be in Lander County, Nevada.

8. LICENSEE agrees to maintain the PREMISES in good working order and to report any and all damages or security breaches immediately.

9. LICENSEE agrees to abide by any rules and regulations promulgated by the AUSTIN ROPING CLUB.

10. LICENSEE agrees to act responsibly at all times and to properly maintain all livestock present on the PREMISES. No animal abuse or neglect will be tolerated.

LICENSEE by the below signature, warrants that LICENSEE has read and understands this Agreement and agrees to be bound by all the provisions contained herein.

AUSTIN ROPING CLUB

By: _____

Date: _____

LICENSEE

Signature: _____

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Phone: _____

DOC # 0264459
07/05/2012 03:55 PM
Official Record
Recording requested By
LANDER COUNTY CLERK
Lander County - NV
Idonna Trevino - Recorder
Fee: Page 1 of 14
RPTT: Recorded By: TO
Book- 634 Page- 0673
0264459

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

AGREEMENT BETWEEN LANDER COUNTY & AUSTIN ROPING CLUB FOR LEASE OF THE AUSTIN RODEO GROUNDS

TITLE OF DOCUMENT

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

AUSTIN ROPING CLUB LEASE AGREEMENT

This AUSTIN ROPING CLUB LEASE AGREEMENT, 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 Austin Roping Club, Inc., a non-profit corporation incorporated under the laws of the State of Nevada, hereinafter referred to as ("Austin Roping Club").

RECITALS

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 244.2835, Lander County is authorized to lease property to nonprofit charitable or civic organizations if the nonprofit organization: 1) is recognized as exempt under section 501(c)(3) of the Internal Revenue Code; 2) is affiliated by contract or other written agreement with the county; and 3) provides services to the residents of the county that the county would otherwise have to pay for;

WHEREAS, Austin Roping Club is exempt under section 501(c)(3) of the Internal Revenue Code;

WHEREAS, Austin Roping Club and Lander County have had a lease agreement in effect since 1986;

WHEREAS, Austin Roping Club is a not-for-profit community based organization that desires to use Lander County's property for the purpose of civic recreational activities in the southern portion of Lander County, including but not limited to, roping and rodeo events that Lander County would otherwise be required to expend money to provide;

WHEREAS, Lander County does not currently need or utilize the subject property or buildings at the present time for other public purposes;

WHEREAS, Lander County recognizes that the public interest would be served by leasing the subject property to Austin Roping Club on the terms and conditions stated below; 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: Austin Roping Club shall, subject to all terms, conditions, and limitations specified hereinafter, have the non-exclusive right to use the Austin Rodeo Grounds located on Highway 50 in Austin, Nevada 89310, further described as:

/ / / / /

A parcel of land described as the Austin Rodeo Grounds or as the Austin Roping Arena, as shown on the Record of Survey prepared for Lander County, being within Section 24, Township 19 North, Range 43 East, M.D.B.&M., recorded in the office of the Lander County Recorder, on January 15, 1983, as Document No. 183373, 31.97 acres more or less. See attached Assessor Plat Map, attached as Exhibit A, a portion of Assessor's Parcel Number 05-500-04.

Any reference to "property" or "grounds" or "buildings" shall include the above described property and improvements thereon.

2. Term: This Agreement shall remain in effect from the date it is approved by both parties to the 15th day of June 2013. This term shall be subject to earlier termination as hereafter provided. This Agreement shall automatically renew each year, for a one year term unless terminated as hereafter provided or replaced by another agreement.

3. 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.

4. Rental Payment: Austin Roping Club shall pay as rent ten dollars ($10.00) per year upon execution of this Agreement.

5. Maintenance and Utilities: Maintenance and utility obligations are as follows:

   A. Lander County shall be responsible for maintenance and utilities for the restrooms on a seasonal basis.

   B. Austin Roping Club shall be responsible for the maintenance to the exterior of all other buildings, landscape, grounds, and any parking area.

   C. Austin Roping Club shall be responsible for the maintenance and repair to the plumbing, heating and electrical services and systems inside all buildings other than the restrooms.

   D. Austin Roping Club shall provide general maintenance and cleaning of the interior of all buildings other than the restrooms and upon the grounds and shall keep the buildings and grounds in good and safe order.

   E. Austin Roping Club shall pay for utilities except for utilities associated with the restrooms.

6. Operation of premises: Austin Roping Club agrees to keep the property adequately secured and policed with particular attention to concession areas and with special care to any concessions that sell alcoholic beverages, if any exist. Austin Roping Club further covenants and agrees to abide by all health and sanitation laws, rules and regulations for the State of Nevada and Lander County.

7. Safety: Austin Roping Club agrees and promises to abide by all safety rules and regulations with regard to its operations, which may be promulgated by the State of Nevada, Lander County, any associations which may have jurisdiction, or any relevant certifying authority.

8. Liability and Hold Harmless: To the extent authorized by law, Austin Roping Club 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 Austin Roping Club, its officers, employees, agents, licensees, or guests. Moreover, Austin Roping Club agrees to indemnify and hold harmless Lander County from any claim or potential claim from Austin Roping Club, its officers, employees, agents, licensees or guests resulting from any loss, damage, liability, cost or expense caused by any reason whatsoever.

9. Liability Insurance: Austin Roping Club shall, at all times, maintain liability insurance amounting to no less than $500,000 per person and $1,000,000 per occurrence, naming Lander County as an additional insured. Proof of this insurance must be provided to Lander County at the inception of this Agreement and whenever the insurance policy is renewed. The liability insurance must cover all activities held on the property. Failure to maintain proper liability insurance will be an automatic breach of this Agreement, and Austin Roping Club shall vacate the property, and the presence of the Austin Roping Club or its officers, employees, agents, licensees, or guests will be considered trespassing upon Lander County property.

10. Insurance of Property: Lander County shall be responsible for the insurance of buildings and their appurtenances. Any proceeds that result from this Paragraph shall belong to Lander County. Lander County shall be under no obligation to use said proceeds to rebuild or repair any building to make it suitable for the purpose of this Agreement.

11. Liens: Austin Roping Club shall not permit any mechanic's or other liens to attach to the real property and/or improvements. In the event any such lien attaches, Austin Roping Club shall have twenty (20) days to effect its removal or Lander County may, in its judgment, terminate this Agreement and/or exercise all remedies provided by law.

12. Diversion of Water: Austin Roping Club shall not divert any water from the property.

13. Nonprofit Status: Austin Roping Club shall maintain its nonprofit status throughout the duration of this Agreement and shall use the property only for appropriate civic recreational purposes. At any time the Austin Roping Club fails to maintain its nonprofit status or uses the property for an inappropriate purpose, this Agreement will be automatically terminated.

14. Improvements and Alterations: Austin Roping Club shall make no improvements or alterations to any building or the grounds unless prior approval is granted in writing by Lander County. All improvements and alterations shall remain the property of Lander County upon termination of this Agreement unless Austin Roping Club can remove them without causing damage to any building or the grounds. Austin Roping Club shall not receive any credit towards rent for any improvements or alterations.

15. Surrender of Possession: Austin Roping Club agrees to surrender to Lander County possession of the subject property at the expiration or termination of the Agreement, by lapse of time or otherwise, in as good repair as when Austin Roping Club obtained it at the commencement of the term, excepting only ordinary wear and decay, or damage by elements, or by act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, or of military or usurped power.

16. 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 the parties.

17. Damage or Loss to Austin Roping Club's Property: All personal property of any kind kept in any building or on the grounds shall be kept there at Austin Roping Club's sole risk and Lander County shall not be held liable for any damage done to or loss of that personal property, arising from bursting pipes, overflowing or leaking of water, sewer, or steam pipes, or from heating or plumbing fixtures, or from electrical wires, or from gases, or odors, or caused in any other manner. Lander County has no duty to provide security for any building or the grounds.

18. Termination: This Agreement may be Terminated prior to the expiration of the term as follows:

    A. Either party 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. The parties may agree in writing to terminate the lease at any time.

    C. This Agreement shall automatically terminate upon the destruction of the property or any buildings thereon. For the purposes of this paragraph, the property or buildings thereon shall be considered destroyed if either becomes physically unsuitable to provide civic recreational activities, by way of any cause, or if any state, local, or federal law prohibits its use for a civic recreational activity.

19. 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 to the other party at the address set forth below:

AUSTIN ROPING CLUB:	LANDER COUNTY:
Austin Roping Club Resident Agent P.O. Box 13 Austin, Nevada 89310	Lander County Commissioners 315 South Humboldt Street Battle Mountain, Nevada 89820

20. 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.

21. Assignment: The rights granted and responsibilities incurred under this Agreement may not be assigned without the written consent of Lander County. The grounds and buildings may not be subleased. The Austin Roping Club may, however, enter into licensing agreements allowing individuals to use the grounds and buildings. Prior to any licensee using the grounds or buildings, Austin Roping Club and the licensee shall complete and execute a copy of the Licensee Agreement that has been attached as Exhibit B. Failure to properly complete and execute the attached Licensee Agreement prior to a licensee using the grounds or buildings shall constitute a breach of contract and both Austin Roping Club and the licensee shall be trespassing upon Lander County property. Moreover, Austin Roping Club shall not discriminate in any way with regard to its licensing agreements. Any discrimination shall be considered a breach of contract.

22. 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.

23. 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 Sixth Judicial District Court in and for the County of Lander.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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. Once the intervening force has subsided, however, both parties shall continue to perform under the contract within a reasonable time.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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: Dean Bullock Date: 7/5/12
DEAN BULLOCK, Chair

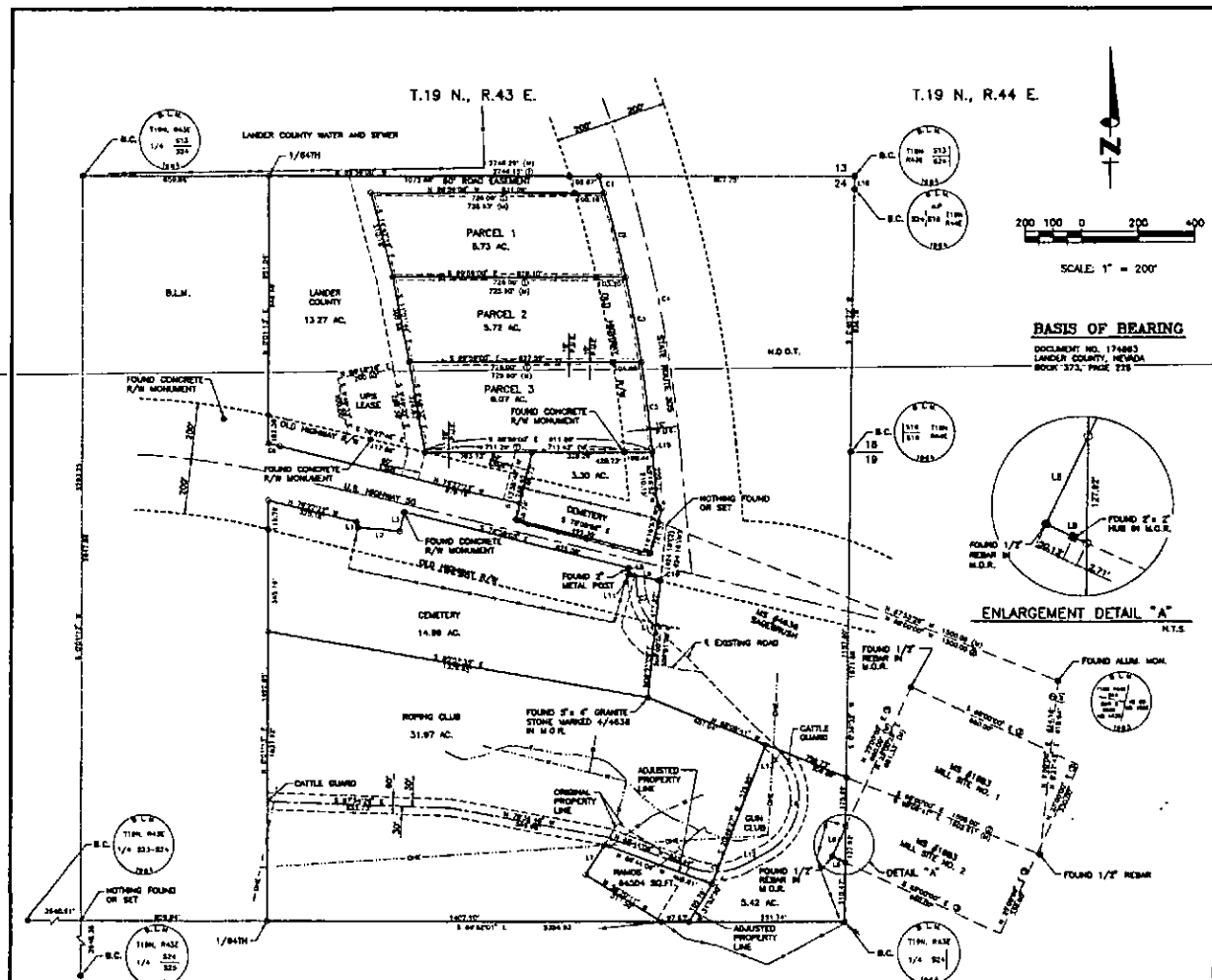
Attest:

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

AUSTIN ROPING CLUB

By: Ruben Gallegos Date: 6-27-12
RUBEN GALLEGOS, President

EXHIBIT A



SURVEYOR'S CERTIFICATE:

I, CHARLES D. CHURCH, A PROFESSIONAL LAND SURVEYOR, IN THE STATE OF NEVADA, DO HEREBY STATE THAT:

1) I HAVE PERFORMED A FIELD SURVEY OF THE BOUNDARIES OF THE AFFECTED PARCELS.

2) ALL CORNERS AND ANGLE POINTS OF THE ADJUSTED BOUNDARY HAVE BEEN SET.

3) THIS MAP IS NOT IN CONFLICT WITH THE PROVISIONS OF N.R.S. 278.010 TO 278.630, INCLUSIVE AND SECTIONS 2 AND 3 OF CHAPTER 479 OF THE SIXTY-SIXTH LEGISLATIVE SESSION.

4) I HAVE PREPARED THIS MAP AT THE INSTANCE OF LANDER COUNTY BOARD OF COMMISSIONERS.

5) THE SURVEY WAS COMPLETED IN JUNE, 1992.

CHARLES D. CHURCH

OWNER'S CERTIFICATE:

I THE UNDERSIGNED OWNER OF THE AFFECTED PARCELS AS SHOWN ON THIS MAP DO HEREBY STATE:

1) I HAVE EXAMINED THIS PLAT AND APPROVE AND AUTHORIZE ITS RECORDING.

2) I AGREE TO EXECUTE THE REQUIRED DOCUMENTS CREATING ANY EASEMENT WHICH IS SHOWN HEREON.

3) I AGREE TO EXECUTE THE REQUIRED DOCUMENTS ABANDONING ANY EXISTING EASEMENT PURSUANT TO THE PROVISIONS OF N.R.S. 278.010 TO 278.630, INCLUSIVE AND SECTIONS 2 AND 3 OF CHAPTER 479 OF THE SIXTY-SIXTH LEGISLATIVE SESSION.

4) ALL PROPERTY TAXES ON THE LAND FOR THE FISCAL YEAR HAVE BEEN PAID.

5) ANY LENDER WITH AN IMPOUND ACCOUNT FOR THE PAYMENT OF TAXES HAS BEEN NOTIFIED OF THE ADJUSTMENT OF THE BOUNDARY LINE OR THE TRANSFER OF THE LAND.

LANDER COUNTY BOARD OF COMMISSIONERS — JOSEPH RANCE

STATE OF NEVADA
COUNTY OF LANDER } S.S.

ON THIS 12th DAY OF January IN THE YEAR 1993 BEFORE ME, NOTARY PUBLIC, PERSONALLY APPEARED R.R. Williams, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGE THAT THEY EXECUTED IT.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY'S SIGNATURE
MY COMMISSION EXPIRES: Dec. 8, 1993

STATE OF NEVADA
COUNTY OF LANDER } S.S.

ON THIS 12th DAY OF January IN THE YEAR 1993 BEFORE ME, NOTARY PUBLIC, PERSONALLY APPEARED R.R. Williams, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGE THAT THEY EXECUTED IT.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY'S SIGNATURE
MY COMMISSION EXPIRES: Dec. 8, 1993

GOVERNING AGENCY CERTIFICATE:

LANDER COUNTY HAS REVIEWED AND APPROVED THIS MAP.

DATE: 1-15-93

NOTES

1) THIS RECORD OF SURVEY IS REQUIRED PER N.R.S. 625.340.

2) THE INTENT OF THIS MAP IS TO SHOW THE FOLLOWING:
   A. THE BOUNDARY LINE ADJUSTMENT BETWEEN JOSEPH RANCE AND LANDER COUNTY.
   B. THE ORIGINAL TERMS OF THE RESOLUTION AS A RESULT OF "RESOLUTION OF ABANDONMENT OF A PORTION OF STATE HIGHWAY RIGHT-OF-WAY" RECORDED AS DOCUMENT NO. 174863 IN BOOK 373 AT PAGE 225, LANDER COUNTY, NEVADA.
   C. THE PARCELS RESULTING FROM AN UN-RECORDED SURVEY PERFORMED FOR LANDER COUNTY BY WM. MICHAEL SCHOHAN JR. RLS #2817 DATED APRIL 22, 1992.

3) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. ONLY THOSE EASEMENTS DESCRIBED IN DOCUMENTS SUPPLIED BY THE OWNER ARE SHOWN. OTHER EASEMENTS OR ENCUMBRANCES MAY EXIST.

LEGEND

- ○ SET 5/8" REBAR & CAP "C.E.S. PLS 6888"
- ● FOUND 5/8" REBAR "WM SCHOHAN PLS 2817" OR AS NOTED.
- M.O.R. MEANS OF RECORD
- (M) MEASURED DISTANCE
- ⊕ PER UNRECORDED MAP BY W.M. SCHOHAN JR.
- ⊕ PER MINERAL SURVEY NO. 1684, OCT. 19th, 1928
- ⊕ PER MINERAL SURVEY NO. 1683, NOV. 27th, 1928
- EXISTING WATER
- EXISTING TELEPHONE
- EXISTING OVERHEAD ELECTRICAL

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 12°41'30" W	30.73'
L2	S 89°19'37" E	180.30'
L3	N 12°49'38" E	86.87'
L4	S 78°37'22" E	13.51'
L5	S 12°53'09" W	19.64'
L6	S 78°36'52" E	16.30'
L7	S 31°52'30" W	126.67'
L8	N 32°08'28" E	116.46'

LINE	BEARING	DISTANCE
L9	S 64°57'09" E	52.84'
L10	S 08°46'01" W	44.00'
L11	S 79°27'28" E	17.82'
L12	S 61°18'46" W	98.03'
L13	N 44°46'38" W	13.05'
L14	N 44°46'38" W	8.47'
L15	N 89°19'37" W	8.30'

CURVE TABLE

CURVE	ARC	DELTA	RADIUS
C1	67.90'	0°43'28"	1800.00'
C2	309.73'	7°37'19"	1800.00'
C3	306.43'	3°34'17"	4800.00'
C4	1045.17'	11°30'30"	5000.00'
C5	313.12'	3°11'07"	5600.00'
C6	43.31'	0°57'19"	2600.00'
C7	193.90'	50°12'36"	220.00'
C8	118.42'	104°08'23"	323.00'
C9	193.23'	46°57'08"	225.00'
C10	6.15'	0°13'46"	2500.00'

COUNTY RECORDERS CERTIFICATE:

FILE NO. 183373
FILED FOR RECORD AT THE REQUEST OF Lander County Commissioners
ON THIS 15th DAY OF January, 1993
AT 45 MINUTES PAST 9 O'CLOCK A.M.
OFFICIAL RECORDS OF LANDER COUNTY, NEVADA
COUNTY RECORDER
BY: DEPUTY
FEE: $ -0-

RECORD OF SURVEY
FOR
LANDER COUNTY
OF
PORTIONS OF SECT. 24, T.19 N., R.43 E.

LANDER COUNTY, NEVADA

PREPARED BY: CONSULTANTS ENGINEERS SURVEYORS MINDEN, NEV.

SHEET 1 OF 1

DATE: 9-9-92

DRAWING NUMBER 1-15-93
DRAWING NUMBER 183373
DRAWING NUMBER 391
DRAWING NUMBER 467

EXHIBIT B

AUSTIN ROPING CLUB LICENSEE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 20____, by and between AUSTIN ROPING CLUB, INC., hereinafter referred to as the "AUSTIN ROPING CLUB," and

Name: _____ Contact: _____

Address: _____ Telephone: _____

City/State/Zip: _____

hereinafter referred to the "LICENSEE."

WITNESSETH: In consideration of the performance by the LICENSEE of all covenants, conditions, agreements and stipulations herein, the AUSTIN ROPING CLUB demises and licenses unto the LICENSEE and the LICENSEE takes the following premises:

_____

_____

_____

_____

located at the Austin Roping Arena/Rodeo Grounds in Austin, Nevada 89310 (the "PREMISES"), to be used for the purposes of:

_____

_____

_____

_____

and for no other purpose whatsoever without the written consent of the AUSTIN ROPING CLUB endorsed on this or a subsequent agreement.

LICENSEE agrees to pay to the AUSTIN ROPING CLUB the amount of $_____ per _____.

LICENSEE may use the PREMISES under the terms of this Agreement until the _____ day of _____ 20____. LICENSEE agrees that LICENSEE shall be bound by the terms of this Agreement so long as LICENSEE, LICENSEE'S property, or any guests, officers or agents of LICENSEE remain on the PREMISES.

TERMS AND CONDITIONS

1. LICENSEE shall: (i) use the PREMISES under this Agreement in accordance with all applicable federal, state, and local ordinances, statutes, regulations, and requirements; (ii) indemnify and defend LANDER COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA, hereinafter

called "LANDER COUNTY," and the AUSTIN ROPING CLUB for any loss, expense or damage experienced by LANDER COUNTY or the AUSTIN ROPING CLUB as a result of LICENSEE's failure to comply with the terms of this Agreement; and, (iii) assume responsibility for payment of all applicable taxes, licenses, permits and fees.

2. If any services are required by LICENSEE or arise out of the use of the PREMISES by LICENSEE, including but not limited to, police and fire protection, janitors and rest room attendants, first-aid nurses, skilled and unskilled labor, box office auditing personnel, sound engineers, spotlight operators, tractor operators, water truck operators, or any other equipment operators, and any other such similar services which the AUSTIN ROPING CLUB, in its sole discretion, may deem necessary, the LICENSEE shall obtain the prior approval of the AUSTIN ROPING CLUB for the use of such services and such services shall be under the supervision and under the full responsibility of the LICENSEE.

3. ***IF ANY PORTION OF THE PREMISES IS DAMAGED BY THE ACT, FAILURE TO ACT, FAULT, DEFAULT UNDER THIS AGREEMENT OR NEGLIGENCE OF LICENSEE, LICENSEE'S AGENTS, EMPLOYEES, PATRONS, INVITEES, GUESTS OR ANY PERSON ADMITTED TO THE PREMISES BY LICENSEE, THEN LICENSEE SHALL PAY TO LANDER COUNTY, UPON DEMAND, SUCH SUMS AS ARE NECESSARY TO RESTORE THE PREMISES TO THE CONDITION PRIOR TO SUCH DAMAGE. LICENSEE ASSUMES FULL RESPONSIBILITY FOR THE CHARACTER, ACTS AND CONDUCT OF ALL PERSONS ADMITTED TO THE PREMISES BY OR WITH THE CONSENT OF ANY PERSON ACTING FOR OR ON BEHALF OF LICENSEE.***

   Initials: _____ ***Date:*** _____

4. LICENSEE shall hold harmless, indemnify and defend LANDER COUNTY and the AUSTIN ROPING CLUB from and against any loss, damage, claim, suit, or liability due to injury, including death resulting therefrom, or property damage, of LICENSEE, LICENSEE'S officers, agents, employees or guests, or any third party arising out of the intentional or negligent acts or omissions of the LICENSEE, its officers, agents, employees, or guests in connection with the use or occupancy of the PREMISES or the LICENSEE'S duties and responsibilities pursuant to this Agreement.

5. LICENSEE shall pay all attorneys fees and costs incurred as a result of any breach of any condition of this Agreement by LICENSEE.

6. If the PREMISES, or any part thereof, shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the AUSTIN ROPING CLUB impossible, then and in that event this Agreement shall terminate, and the LICENSEE waives any and all claims for loss or damages or compensation should this Agreement be so terminated. Moreover, this Agreement is contingent upon the AUSTIN ROPING CLUB being a lawful tenant of the PREMISES. If at any time the AUSTIN ROPING CLUB is no longer a lawful tenant of the PREMISES, then this Agreement is terminated, LICENSEE shall vacate the premises immediately, and LICENSEE waives any and all claims for loss or damages or compensation arising therefrom.

7. The law of the State of Nevada shall govern the interpretation of this Agreement, and the venue for any lawsuits commenced to enforce any of the terms of this Agreement shall be in Lander County, Nevada.

8. LICENSEE agrees to maintain the PREMISES in good working order and to report any and all damages or security breaches immediately.

9. LICENSEE agrees to abide by any rules and regulations promulgated by the AUSTIN ROPING CLUB.

10. LICENSEE agrees to act responsibly at all times and to properly maintain all livestock present on the PREMISES. No animal abuse or neglect will be tolerated.

LICENSEE by the below signature, warrants that LICENSEE has read and understands this Agreement and agrees to be bound by all the provisions contained herein.

AUSTIN ROPING CLUB

By: _____

Date: _____

LICENSEE

Signature: _____

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Phone: _____

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 5

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of the agreement between Lander County and New Frontier Treatment Center for lease of the building located at 145 West Third Street in Battle Mountain and other matters properly related thereto.

Public comment.

Background:

The agreement between Lander County and New Frontier Treatment Center for lease of the building located at 145 West Third Street in Battle Mountain is presented for Commission consideration.

Lander County currently has no need to utilize the premises and is affiliated with New Frontier (a non-profit organization) through the Lander County Drug Court Program. The County is authorized, through the provisions of Nevada Revised Statutes (NRS) 244.2835, to lease property to a non-profit, charitable or civic organization. The term of the Lease Agreement is from the date of approval through July 15th of 2013 with an automatic renewal, each year, for a one-year period. New Frontier shall pay ten dollars ($10.00) rent per year to the County under the terms of the Agreement.

Lander County District Attorney's Office staff will present this lease to the Commission.

Recommended Action:

It is recommended that the Commission approve the New Frontier Treatment Center Lease Agreement between Lander County and New Frontier Treatment Center for lease of the building located at 145 West Third Street in Battle Mountain.

NEW FRONTIER TREATMENT CENTER LEASE AGREEMENT

This Lease Agreement, 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 New Frontier Treatment Center, hereinafter referred to as "New Frontier."

RECITALS

WHEREAS, New Frontier is a not-for-profit community based organization that desires to use Lander County's property for the purpose of serving the local community with drug and alcohol counseling services; and

WHEREAS, Lander County is authorized to lease property to a nonprofit charitable or civic organization pursuant to NRS 244.2835; and

WHEREAS, Lander County and New Frontier are affiliated through Lander County's drug court program; and

WHEREAS, Lander County would otherwise have to expend money to obtain drug and alcohol counseling if not for the arrangement between Lander County and New Frontier; and

WHEREAS, Lander County does not currently need or utilize the building located at 145 West 3rd Street, Battle Mountain, Nevada 89820, hereinafter referred to as "Building," at the present time for other public 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: New Frontier shall, subject to all terms, conditions, and limitations specified hereinafter, have the right to use the Building for the purpose of serving the local community with drug and alcohol counseling services.

2. Term: This Agreement shall remain in effect from the date it is approved by both parties to the 15th day of July 2013. This term shall be subject to earlier termination as hereafter provided. This Agreement shall automatically renew each year, for a one year term unless terminated as hereafter provided or replaced by another agreement.

3. Effective Date: This Agreement shall not become effective until and unless approved by appropriate official action of the governing body/official of each of

#5

the parties.

4. Rental Payment: New Frontier shall pay as rent ten dollars ($10.00) per year upon execution of this agreement.

5. Maintenance and Utilities: Maintenance obligations are as follows:

   A. Lander County shall be responsible for the maintenance to the exterior of the Building, landscape, grounds, and the parking lot.

   B. Lander County shall be responsible for the maintenance and repair to the plumbing, heating and electrical services and systems inside the Building.

   C. Lander County shall provide the maintenance and repairs required under this paragraph upon the submission of maintenance/repair requests submitted by New Frontier and approved by Lander County.

   D. New Frontier shall provide general maintenance and cleaning of the interior of the Building and shall keep the interior in good and safe order.

   E. New Frontier shall pay for water, electric and gas utilities.

6. Liability and Hold Harmless: To the extent authorized by law, New Frontier 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 New Frontier, its officers, employees or agents. Moreover, New Frontier agrees to indemnify and hold harmless Lander County from any claim or potential claim from New Frontier, its officers, employees, agents or guests resulting from any loss, damage, liability, cost or expense caused by any reason.

7. Insurance of Property: Lander County shall be responsible for the insurance of the Building and its appurtenances. Any proceeds that result from this Paragraph shall belong to Lander County. Lander County shall be under no obligation to use said proceeds to rebuild or repair the Building to make it suitable for the purpose of this Agreement.

8. Improvements and Alterations: New Frontier shall make no improvements or alterations to the Building or grounds unless prior approval is granted in writing by Lander County. All improvements and alterations shall remain the property of Lander County upon termination of this Agreement unless New Frontier can remove them without causing damage to the Building. New Frontier shall not receive any credit towards rent for any improvements or alterations.

9. Surrender of Possession: New Frontier agrees to surrender to Lander County possession of the Building at the expiration or termination of the Agreement, by

lapse of time or otherwise, in as good repair as when New Frontier obtained it at the commencement of the term, excepting only ordinary wear and decay, or damage by elements, or by act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, or of military or usurped power.

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 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.

11. Damage or Loss to New Frontier's Property: All personal property of any kind kept in the Building shall be kept there at New Frontier's sole risk and Lander County shall not be held liable for any damage done to or loss of that personal property, arising from bursting pipes, overflowing or leaking of water, sewer, or steam pipes, or from heating or plumbing fixtures, or from electrical wires, or from gases, or odors, or caused in any other manner. Lander County has no duty to provide security for building.

12. Termination: This Agreement may be Terminated prior to the expiration of the term as follows:

    A. Lander County or New Frontier 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 New Frontier may agree in writing to terminate the lease at any time.

    C. This Agreement shall automatically terminate upon the destruction of the Building.

13. 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 to the other party at the address set forth below.

New Frontier:	Lander County:
New Frontier 1490 Grimes Ave. Fallon, NV 89406	Lander County Board of Commissioners 315 South Humboldt Street Battle Mountain, Nevada 89820

14. 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.

15. Assignment: The rights granted and responsibilities incurred under this Agreement may not be assigned without the written consent of Lander County. New Frontier may not sublease.

16. 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.

17. 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 Sixth Judicial District Court in and for the County of Lander.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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: Dean Bullock Date: June 14, 2012
DEAN BULLOCK, Chair

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Attest:

Sadie Sullivan

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

NEW FRONTIER

By: _____ Date: _____

Printed Name: _____

Title/Capacity: _____

DOC # 0264460
07/05/2012 03:58 PM
Official Record
Recording requested By
LANDER COUNTY CLERK
Lander County - NV
Idonna Trevino - Recorder
Fee: Page 1 of 7
RPTT: Recorded By: TO
Book- 634 Page- 0687
0264460

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

AGREEMENT BETWEEN LANDER COUNTY & NEW FRONTIER FOR LEASE OF BUILDING LOCATED AT 145 WEST 3RD STREET, BATTLE MOUNTAIN, NV

TITLE OF DOCUMENT

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

NEW FRONTIER TREATMENT CENTER LEASE AGREEMENT

This Lease Agreement, 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 New Frontier Treatment Center, hereinafter referred to as "New Frontier."

RECITALS

WHEREAS, New Frontier is a not-for-profit community based organization that desires to use Lander County's property for the purpose of serving the local community with drug and alcohol counseling services; and

WHEREAS, Lander County is authorized to lease property to a nonprofit charitable or civic organization pursuant to NRS 244.2835; and

WHEREAS, Lander County and New Frontier are affiliated through Lander County's drug court program; and

WHEREAS, Lander County would otherwise have to expend money to obtain drug and alcohol counseling if not for the arrangement between Lander County and New Frontier; and

WHEREAS, Lander County does not currently need or utilize the building located at 145 West 3rd Street, Battle Mountain, Nevada 89820, hereinafter referred to as "Building," at the present time for other public 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: New Frontier shall, subject to all terms, conditions, and limitations specified hereinafter, have the right to use the Building for the purpose of serving the local community with drug and alcohol counseling services.

2. Term: This Agreement shall remain in effect from the date it is approved by both parties to the 15th day of July 2013. This term shall be subject to earlier termination as hereafter provided. This Agreement shall automatically renew each year, for a one year term unless terminated as hereafter provided or replaced by another agreement.

3. 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.

4. Rental Payment: New Frontier shall pay as rent ten dollars ($10.00) per year upon execution of this agreement.

5. Maintenance and Utilities: Maintenance obligations are as follows:

   A. Lander County shall be responsible for the maintenance to the exterior of the Building, landscape, grounds, and the parking lot.

   B. Lander County shall be responsible for the maintenance and repair to the plumbing, heating and electrical services and systems inside the Building.

   C. Lander County shall provide the maintenance and repairs required under this paragraph upon the submission of maintenance/repair requests submitted by New Frontier and approved by Lander County.

   D. New Frontier shall provide general maintenance and cleaning of the interior of the Building and shall keep the interior in good and safe order.

   E. New Frontier shall pay for water, electric and gas utilities.

6. Liability and Hold Harmless: To the extent authorized by law, New Frontier 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 New Frontier, its officers, employees or agents. Moreover, New Frontier agrees to indemnify and hold harmless Lander County from any claim or potential claim from New Frontier, its officers, employees, agents or guests resulting from any loss, damage, liability, cost or expense caused by any reason.

7. Insurance of Property: Lander County shall be responsible for the insurance of the Building and its appurtenances. Any proceeds that result from this Paragraph shall belong to Lander County. Lander County shall be under no obligation to use said proceeds to rebuild or repair the Building to make it suitable for the purpose of this Agreement.

8. Improvements and Alterations: New Frontier shall make no improvements or alterations to the Building or grounds unless prior approval is granted in writing by Lander County. All improvements and alterations shall remain the property of Lander County upon termination of this Agreement unless New Frontier can remove them without causing damage to the Building. New Frontier shall not receive any credit towards rent for any improvements or alterations.

9. Surrender of Possession: New Frontier agrees to surrender to Lander County possession of the Building at the expiration or termination of the Agreement, by

lapse of time or otherwise, in as good repair as when New Frontier obtained it at the commencement of the term, excepting only ordinary wear and decay, or damage by elements, or by act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, or of military or usurped power.

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 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.

11. Damage or Loss to New Frontier's Property: All personal property of any kind kept in the Building shall be kept there at New Frontier's sole risk and Lander County shall not be held liable for any damage done to or loss of that personal property, arising from bursting pipes, overflowing or leaking of water, sewer, or steam pipes, or from heating or plumbing fixtures, or from electrical wires, or from gases, or odors, or caused in any other manner. Lander County has no duty to provide security for building.

12. Termination: This Agreement may be Terminated prior to the expiration of the term as follows:

    A. Lander County or New Frontier 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 New Frontier may agree in writing to terminate the lease at any time.

    C. This Agreement shall automatically terminate upon the destruction of the Building.

13. 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 to the other party at the address set forth below.

New Frontier:	Lander County:
New Frontier 1490 Grimes Ave. Fallon, NV 89406	Lander County Board of Commissioners 315 South Humboldt Street Battle Mountain, Nevada 89820

14. 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.

15. Assignment: The rights granted and responsibilities incurred under this Agreement may not be assigned without the written consent of Lander County. New Frontier may not sublease.

16. 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.

17. 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 Sixth Judicial District Court in and for the County of Lander.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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: Dean Bullock Date: June 14, 2012
DEAN BULLOCK, Chair

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Attest:

Sadie Sullivan

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

NEW FRONTIER

By: Lara K Henderson-Lobards Date: 6/26/12

Printed Name: Lara K Henderson-Lobards

Title/Capacity: Executive Director

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 6

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of the agreement between Lander County and the Battle Mountain Stock Car Racing Association for lease of the stock car racing facility located at the Battle Mountain Airport and other matters properly relating thereto.

Public comment.

Background:

The Agreement between Lander County and the Battle Mountain Stock Car Racing Association for lease of the stock car racing facility, located at the Battle Mountain Airport, is presented for Commission consideration.

Lander County currently uses the property, approximately 28.770 acres, as a dirt track car racing facility and is in an agreement with the Battle Mountain Stock Car Racing Association for lease of the premises. The County is authorized, through the provisions of Nevada Revised Statutes (NRS) 244.2835, to lease property to a non-profit, charitable or civic organization. The Lease Agreement includes a limited right to use the water from the airport well, as permitted under Well Permit No. 45177, and a right-of-way across airport property for maintenance of the pipeline from the well to the racing facility. The term of the Lease Agreement is from the date of approval through June 14th of 2013 with an automatic renewal, each year, for a one-year period. The Battle Mountain Stock Car Racing Association shall pay twelve dollars ($12.00) rent per year to the County under the terms of the Agreement.

Lander County District Attorney's Office staff will present this lease to the Commission.

Recommended Action:

It is recommended that the Commission approve the Racetrack Lease Agreement between Lander County and the Battle Mountain Stock Car Racing Association for lease of the stock car racing facility, located at the Battle Mountain Airport.

DOC # 0264426
06/28/2012 09:06 AM
Official Record
Recording requested By
LANDER COUNTY CLERK
Lander County - NV
Idonna Trevino - Recorder
Fee: Page 1 of 7
RPTT: Recorded By: TO
Book- 634 Page- 0496
0264426

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

AGREEMENT OF LEASE BETWEEN LANDER COUNTY & BATTLE MOUNTIAN STOCK CAR RACING ASSOCIATION

TITLE OF DOCUMENT

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

RACETRACK LEASE AGREEMENT

This Lease Agreement, hereinafter referred to as "Lease," is entered into by and between Lander County, a political subdivision of the State of Nevada, hereinafter referred to as "Lessor," and Battle Mountain Stock Car Racing Association, hereinafter referred to as "Lessee."

RECITALS

WHERES, Lessee desires to use the Lessor's property, approximately 28.770 acres herein described, for the purpose of maintaining a non-profit dirt stock car race track for the enjoyment of the community; and

WHEREAS, Lessor is authorized to lease property to a nonprofit charitable or civic organization if the property is actually used for charitable or civic purposes pursuant to NRS 244.284; and

WHEREAS, Lessee qualifies and shall continue to qualify as a nonprofit charitable organization; and

WHEREAS, no federal or state authority prohibits the operation of a raceway on the subject parcel at this time;

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

TERMS AND CONDITIONS

1. **Purpose**: Lessor does hereby lease, remise, rent and set over to Lessee for the purposes set forth herein a parcel of land ("Parcel") described as follows:

   Commencing at the Section Corner common to Sections 26, 25, 36, and 35 of Township 32 North, Range 45 East, M.D.B. & M., thence proceeding North 0°23'30" East 345.71 feet to a point on the Interstate 80 right-of-way, thence continuing North 86°01'17" West along the Interstate 80 right-of-way an approximate distance of 2550 feet to the true point of beginning;

   Thence along the same course a distance of 800 feet to a point at the east edge of the Airport Access Road;

   Thence South 9°31'17" East a distance of 1050 feet along the east side of the Airport Access Road;

   Thence South 86°01'17" East a distance of 800 feet;

   Thence back to the true point of beginning.

2. **Water:**

A. Lessor is granting a limited right to use water from Lessor's well under Permit No. 45177 ("Well") together with a right-of-way for the term of this Lease across Lessor's real property for the maintenance of the existing water pipeline to and from the Well.

B. The right to use water from the Well is limited and conditioned. Lessee shall use such water only in connection with Lessee's maintenance and operation of the race track facility. Lessee covenants and agrees that it will use said water in such a manner and amount that it will not interfere with Lessor's obligation to supply water to the BLM air tanker reload base or with any other airport use. Lessor may terminate the use of the Well upon twenty-one (21) days written notice to Lessee.

3. **Required Approval**: This Contract shall not become effective until and unless approved by appropriate official action of the governing body of Lessor.

4. **Term:** This Lease shall remain in effect from approval to June 14, 2013. This Agreement shall automatically renew each year, for a one year term unless terminated as hereafter provided or replaced by another agreement.

5. **Rental Payment:** Lessee shall pay as rent twelve dollars ($12.00) per year, due on the first day of May of each year.

6. **Conditions:**

A. **Hold harmless:** Lessee hereby binds itself and covenants with Lessor that it will hold Lessor harmless from any liability of any kind or nature arising out of the use and occupancy of the Parcel and any facilities residing thereon, whether arising directly or indirectly therefrom.

B. **Maintenance of premises:** Lessee binds itself and covenants with Lessor to keep the Parcel and any facilities residing thereon clean at all times and in a safe and sanitary condition. In the event Lessee fails to maintain the premises in a clean manner, then Lessor shall have the right, but not the obligation, to clean the premises and Lessee shall reimburse Lessor for the entire cost incurred.

C. **Operation of premises:** Lessee agrees to keep the area adequately secured and policed with particular attention to all concession areas and with special care to those concessions that sell alcoholic beverages. Lessee further covenants and agrees to abide by all health and sanitation laws, rules and regulations for the State of Nevada and Lander County with regard to food and beverage concessions which may appear on the premises.

D. **Liquor and fraud violations:** Lessee covenants and agrees that it shall be absolutely liable for any consumer fraud violations, liquor board violations or breaches of the peace regarding any concessions granted at or near the Parcel or any facilities residing

thereon. Lessee shall obtain and maintain a liquor license at all times during the term of this lease.

E. **Safety:** Lessee agrees and promises to abide by all safety rules and regulations with regard to racing, which may be promulgated by the State of Nevada, Lander County, any racing associations which may have jurisdiction, or any relevant certifying authority.

F. **Dust:** Lessee covenants and agrees to do whatever is necessary to keep dust down during operations at Lessee's sole cost.

G. **Maintenance of Structures and Facilities:** Lessee covenants and agrees to maintain the Parcel and any facilities residing thereon in a manner consistent with safety and with the rules and regulations of such bodies or agencies or organizations which have jurisdiction and of any certifying authority. Lessee shall apply for and obtain any necessary building permits prior to construction of any new structures of facilities.

7. **Liability and Insurance:**

A. Lessee shall hold Lessor harmless from any claim or assertion of liability that may arise in connection with this Lease or the use of the Parcel or any facilities thereon. Lessee further promises to provide Lessor evidence of a liability insurance policy, satisfactory to Lessor, which covers Lessee and names Lessor as an additional insured. Said policy must indemnify and hold harmless Lessor against any and all claims in the amount of one million dollars ($1,000,000.00) for injury to any one person. Said policy must be in place prior to any race conducted by Lessee. Further, proof of said policy must be provided to the Lander County Clerk and the Lander County Executive Director's Office no later than seven (7) days prior to any race. Failure to obtain or provide proof of said policy as provided herein shall be a material breach of this Agreement and any race conducted by Lessee in such a situation will be considered trespassing, will be unsanctioned by Lessor, and Lessor will seek all legal remedies available pursuant to law.

B. Lessee shall be responsible for the insurance of any buildings and their appurtenances on the Parcel. Any proceeds that result from this paragraph shall belong to Lessor. Lessor shall be under no obligation to use said proceeds to rebuild or repair any buildings or to make them suitable for the purpose of this Lease.

8. **Increased liability insurance premium:** In the event that the presence of the racetrack on Lessor's property shall result in an increase in Lessor's insurance premium, Lessee promises and agrees to reimburse such amount of increase upon Lessor being billed by the insurance company.

9. **Improvements and Alterations:** Lessee shall make no improvements or alterations to the Parcel or facilities thereon unless prior written approval is granted in writing by the Lessor. All improvements and alterations shall remain the property of Lessor upon

termination of this Lease unless Lessee can remove them without causing damage. Lessee shall not receive any credit towards rent for any improvements.

10. **Personal Property:** Any items of personal property left on the Parcel or in it facilities after the expiration or termination of the Lease shall be considered abandoned and Lessor may dispose of such property without notice.

11. **Surrender of Possession:** Lessee agrees to surrender to Lessor possession of the Parcel and any facilities thereon at the expiration or termination of the Lease, by lapse of time or otherwise, in as good a condition as when Lessee obtained it at the commencement of the term, excepting only ordinary wear and tear, or damage by the elements, or by act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, or of military or usurped power.

12. **Holding After Termination:** If, after the expiration of this Lease, the Lessee shall remain in possession of the Parcel or facilities thereon without a written agreement as to the hold-over, then holding over shall be deemed and taken to be a holding upon a periodic tenancy from month to month at a monthly rental rate of one dollar ($1.00) payable on the first day of each month. All other terms and conditions of this Lease shall remain the same and remain in full force and effect.

13. **Warranties:** Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties in entering into this Lease, except as are expressed herein.

14. **Damage or Loss to Lessee's Property:** All personal property of any kind kept on the parcel or in the facilities thereon shall be kept there at the Lessee's sole risk and Lessor 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. Lessor has no duty to provide security for the building.

15. **Termination:** The Lease may be terminated prior to the expiration of the term as follows:

    A. Lessor or Lessee may terminate this Lease without cause upon ninety (30) days written notice served upon the other party personally or by certified mail sent to the last known address of the party.
    B. Lessor or Lessee may agree in writing to terminate this Lease at any time.
    C. This Lease shall automatically terminate upon the destruction of the premises.

16. **Waiver:** Any waiver by Lessor of a breach by Lessee, Lessee's employees, agents or assistants of the terms of this Lease shall not constitute a waiver by Lessor of future breaches of the same or other provisions.

17. **Notice:** Notices must be sent to the following addresses:

A. Lessee:
Battle Mountain Stock Car Racing Association
P.O. Box 695
Battle Mountain, Nevada 89820

B. Lessor:
Lander County Board of Commissioners
825 North 2nd Street
Battle Mountain, Nevada 89820

18. **Proof of Corporate and / or Nonprofit Status**: Lessee shall provide Lessor with satisfactory evidence of Lessee's corporate and/or nonprofit status within sixty (60) days after receiving a written request. Lessee shall create a corporate entity if required by Lessor within ninety (90) days of any written request.

19. **Assignment:** This Lease may not be assigned without the written consent of the Lessor. Lessee may not sublease without the written consent of Lessor.

20. **Governing Law**: This Lease shall be construed and governed by the laws of the State of Nevada. Any action arising from this Lease must be filed in the Sixth Judicial District Court in and for the County of Lander.

21. **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 this Lease.

22. **Amendment or Modification:** This Lease shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Lease and shall be of no force or effect. Both parties acknowledge and agree that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by both the parties.

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

DATED this 14th day of June 2012.

LESSOR

BOARD OF COMMISSIONERS OF LANDER COUNTY

By: Dean Bullock
DEAN BULLOCK, Chair

Attest: Sadie Sullivan
SADIE SULLIVAN, County Clerk and Ex-Officio Clerk of the Board of Commissioners of Lander County, Nevada

LESSEE

BATTLE MOUNTAIN STOCK CAR RACING ASSOCIATION

By: Angela Gonzalez
ANGELA GONZALEZ, President

RACETRACK LEASE AGREEMENT

This Lease Agreement, hereinafter referred to as "Lease," is entered into by and between Lander County, a political subdivision of the State of Nevada, hereinafter referred to as "Lessor," and Battle Mountain Stock Car Racing Association, hereinafter referred to as "Lessee."

RECITALS

WHERES, Lessee desires to use the Lessor's property, approximately 28.770 acres herein described, for the purpose of maintaining a non-profit dirt stock car race track for the enjoyment of the community; and

WHEREAS, Lessor is authorized to lease property to a nonprofit charitable or civic organization if the property is actually used for charitable or civic purposes pursuant to NRS 244.284; and

WHEREAS, Lessee qualifies and shall continue to qualify as a nonprofit charitable organization; and

WHEREAS, no federal or state authority prohibits the operation of a raceway on the subject parcel at this time;

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

TERMS AND CONDITIONS

1. **Purpose**: Lessor does hereby lease, remise, rent and set over to Lessee for the purposes set forth herein a parcel of land ("Parcel") described as follows:

   Commencing at the Section Corner common to Sections 26, 25, 36, and 35 of Township 32 North, Range 45 East, M.D.B. & M., thence proceeding North 0°23'30" East 345.71 feet to a point on the Interstate 80 right-of-way, thence continuing North 86°01'17" West along the Interstate 80 right-of-way an approximate distance of 2550 feet to the true point of beginning;

   Thence along the same course a distance of 800 feet to a point at the east edge of the Airport Access Road;

   Thence South 9°31'17" East a distance of 1050 feet along the east side of the Airport Access Road;

   Thence South 86°01'17" East a distance of 800 feet;

   Thence back to the true point of beginning.

#6

2. **Water:**

A. Lessor is granting a limited right to use water from Lessor's well under Permit No. 45177 ("Well") together with a right-of-way for the term of this Lease across Lessor's real property for the maintenance of the existing water pipeline to and from the Well.

B. The right to use water from the Well is limited and conditioned. Lessee shall use such water only in connection with Lessee's maintenance and operation of the race track facility. Lessee covenants and agrees that it will use said water in such a manner and amount that it will not interfere with Lessor's obligation to supply water to the BLM air tanker reload base or with any other airport use. Lessor may terminate the use of the Well upon twenty-one (21) days written notice to Lessee.

3. **Required Approval**: This Contract shall not become effective until and unless approved by appropriate official action of the governing body of Lessor.

4. **Term:** This Lease shall remain in effect from approval to June 14, 2013. This Agreement shall automatically renew each year, for a one year term unless terminated as hereafter provided or replaced by another agreement.

5. **Rental Payment:** Lessee shall pay as rent twelve dollars ($12.00) per year, due on the first day of May of each year.

6. **Conditions:**

A. **Hold harmless:** Lessee hereby binds itself and covenants with Lessor that it will hold Lessor harmless from any liability of any kind or nature arising out of the use and occupancy of the Parcel and any facilities residing thereon, whether arising directly or indirectly therefrom.

B. **Maintenance of premises:** Lessee binds itself and covenants with Lessor to keep the Parcel and any facilities residing thereon clean at all times and in a safe and sanitary condition. In the event Lessee fails to maintain the premises in a clean manner, then Lessor shall have the right, but not the obligation, to clean the premises and Lessee shall reimburse Lessor for the entire cost incurred.

C. **Operation of premises:** Lessee agrees to keep the area adequately secured and policed with particular attention to all concession areas and with special care to those concessions that sell alcoholic beverages. Lessee further covenants and agrees to abide by all health and sanitation laws, rules and regulations for the State of Nevada and Lander County with regard to food and beverage concessions which may appear on the premises.

D. **Liquor and fraud violations:** Lessee covenants and agrees that it shall be absolutely liable for any consumer fraud violations, liquor board violations or breaches of the peace regarding any concessions granted at or near the Parcel or any facilities residing

thereon. Lessee shall obtain and maintain a liquor license at all times during the term of this lease.

E. **Safety:** Lessee agrees and promises to abide by all safety rules and regulations with regard to racing, which may be promulgated by the State of Nevada, Lander County, any racing associations which may have jurisdiction, or any relevant certifying authority.

F. **Dust:** Lessee covenants and agrees to do whatever is necessary to keep dust down during operations at Lessee's sole cost.

G. **Maintenance of Structures and Facilities:** Lessee covenants and agrees to maintain the Parcel and any facilities residing thereon in a manner consistent with safety and with the rules and regulations of such bodies or agencies or organizations which have jurisdiction and of any certifying authority. Lessee shall apply for and obtain any necessary building permits prior to construction of any new structures of facilities.

7. **Liability and Insurance:**

A. Lessee shall hold Lessor harmless from any claim or assertion of liability that may arise in connection with this Lease or the use of the Parcel or any facilities thereon. Lessee further promises to provide Lessor evidence of a liability insurance policy, satisfactory to Lessor, which covers Lessee and names Lessor as an additional insured. Said policy must indemnify and hold harmless Lessor against any and all claims in the amount of one million dollars ($1,000,000.00) for injury to any one person. Said policy must be in place prior to any race conducted by Lessee. Further, proof of said policy must be provided to the Lander County Clerk and the Lander County Executive Director's Office no later than seven (7) days prior to any race. Failure to obtain or provide proof of said policy as provided herein shall be a material breach of this Agreement and any race conducted by Lessee in such a situation will be considered trespassing, will be unsanctioned by Lessor, and Lessor will seek all legal remedies available pursuant to law.

B. Lessee shall be responsible for the insurance of any buildings and their appurtenances on the Parcel. Any proceeds that result from this paragraph shall belong to Lessor. Lessor shall be under no obligation to use said proceeds to rebuild or repair any buildings or to make them suitable for the purpose of this Lease.

8. **Increased liability insurance premium:** In the event that the presence of the racetrack on Lessor's property shall result in an increase in Lessor's insurance premium, Lessee promises and agrees to reimburse such amount of increase upon Lessor being billed by the insurance company.

9. **Improvements and Alterations:** Lessee shall make no improvements or alterations to the Parcel or facilities thereon unless prior written approval is granted in writing by the Lessor. All improvements and alterations shall remain the property of Lessor upon

termination of this Lease unless Lessee can remove them without causing damage. Lessee shall not receive any credit towards rent for any improvements.

10. **Personal Property:** Any items of personal property left on the Parcel or in it facilities after the expiration or termination of the Lease shall be considered abandoned and Lessor may dispose of such property without notice.

11. **Surrender of Possession:** Lessee agrees to surrender to Lessor possession of the Parcel and any facilities thereon at the expiration or termination of the Lease, by lapse of time or otherwise, in as good a condition as when Lessee obtained it at the commencement of the term, excepting only ordinary wear and tear, or damage by the elements, or by act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, or of military or usurped power.

12. **Holding After Termination:** If, after the expiration of this Lease, the Lessee shall remain in possession of the Parcel or facilities thereon without a written agreement as to the hold-over, then holding over shall be deemed and taken to be a holding upon a periodic tenancy from month to month at a monthly rental rate of one dollar ($1.00) payable on the first day of each month. All other terms and conditions of this Lease shall remain the same and remain in full force and effect.

13. **Warranties:** Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties in entering into this Lease, except as are expressed herein.

14. **Damage or Loss to Lessee's Property:** All personal property of any kind kept on the parcel or in the facilities thereon shall be kept there at the Lessee's sole risk and Lessor 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. Lessor has no duty to provide security for the building.

15. **Termination:** The Lease may be terminated prior to the expiration of the term as follows:

    A. Lessor or Lessee may terminate this Lease without cause upon ninety (30) days written notice served upon the other party personally or by certified mail sent to the last known address of the party.
    B. Lessor or Lessee may agree in writing to terminate this Lease at any time.
    C. This Lease shall automatically terminate upon the destruction of the premises.

16. **Waiver:** Any waiver by Lessor of a breach by Lessee, Lessee's employees, agents or assistants of the terms of this Lease shall not constitute a waiver by Lessor of future breaches of the same or other provisions.

17. **Notice:** Notices must be sent to the following addresses:

A. Lessee:

Battle Mountain Stock Car Racing Association
P.O. Box 695
Battle Mountain, Nevada 89820

B. Lessor:

Lander County Board of Commissioners
825 North 2nd Street
Battle Mountain, Nevada 89820

18. **Proof of Corporate and / or Nonprofit Status**: Lessee shall provide Lessor with satisfactory evidence of Lessee's corporate and/or nonprofit status within sixty (60) days after receiving a written request. Lessee shall create a corporate entity if required by Lessor within ninety (90) days of any written request.

19. **Assignment:** This Lease may not be assigned without the written consent of the Lessor. Lessee may not sublease without the written consent of Lessor.

20. **Governing Law**: This Lease shall be construed and governed by the laws of the State of Nevada. Any action arising from this Lease must be filed in the Sixth Judicial District Court in and for the County of Lander.

21. **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 this Lease.

22. **Amendment or Modification:** This Lease shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Lease and shall be of no force or effect. Both parties acknowledge and agree that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by both the parties.

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

DATED this 14th day of June 2012.

LESSOR

BOARD OF COMMISSIONERS OF LANDER COUNTY

By: _____
DEAN BULLOCK, Chair

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

LESSEE

BATTLE MOUNTAIN STOCK CAR RACING ASSOCIATION

By: _____
ANGELA GONZALEZ, President

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 7

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval of the Lander County Assessor's Office job descriptions for the full-time Appraiser Tech and part-time Deputy Assessor positions and other matters properly related thereto.

Public comment.

Background:

The job descriptions for the full-time Appraiser Tech and part-time Deputy Assessor positions in the Lander County Assessor's Office are presented for Commission consideration.

The job descriptions, as presented, reflect only minor changes in wording and extraction of duties/responsibilities no longer applicable to the positions. The job description for the part-time Appraiser Tech was presented and approved by the Commission during the regular meeting held March 22, 2012.

Lander County Assessor, Lura Duvall, will be in attendance to provide further details on these job descriptions to the Commission.

Recommended Action:

It is recommended that the Commission approve the job descriptions for the full-time Appraiser Tech and part-time Deputy Assessor positions in the Lander County Assessor's Office.

Appraiser Tech

LANDER COUNTY
Job Description
APPRAISER TECH
Assessor's Office

Grade: 17
Classification: Appraiser Tech
Position: Full-Time

Probationary Period: 6 months
Probationary Status: FSLA Non-exempt

DEFINITION: Under the supervision of the Assessor or Appraiser, assists with the functions associated with the statutory duties of the office of Assessor and has responsibility for assigned tasks.

DISTINGUISHING CHARACTERISTICS: Position is assigned to the Assessor's office and performs duties assigned by the Assessor.

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

1. Real Property data entry in computer database, update parcel records, property ownership transfers, address corrections and digital photo records.
2. Assist appraisers with physical inspections of property in the field and collection of data necessary for valuing property; assist with inspection of mobile homes.
3. Assist appraisers with processing building permits for new construction, sales data record updates and sales verification letter.
4. Assist with preparation and mailing of assessment notices.
5. Assist with balancing of Real Roll books and Personal Property books.
6. Conduct research as dictated by public or as directed by Assessor or Supervisor.
7. Assist with processing personal property declarations and exemption cards
8. Answer questions about mobile home title transfer requirements.
9. Assist with processing title transfers and issuing moving permits.
10. Assist with weekly, monthly, and yearly personal property reports.
11. Assist the public in locating properties on parcel maps.
12. Maintain appraisal records, file, type letters, and memos and perform other office clerical work.
13. Answer phone, receive messages, and direct calls.

ESSENTIAL FUNCTIONS OF THE JOB:

1. Must have the ability to file in a standard 5-drawer filing cabinet.
2. Must have the ability to lift a minimum of 50 pounds.
4. Must have the ability to bend or kneel to replace supplies or large books.
5. Must have the stamina to stand for long periods at counter or sitting at a computer; when assisting public or other employees.

#7

Appraiser Tech

MINIMUM QUALIFICATIONS FOR EMPLOYMENT

Knowledge and Ability:

Knowledge of accounting and balancing procedures; computer skills, including Windows, Microsoft Word, Excel and other software packages; office equipment; filing; mathematics, English grammar and spelling. Ability to learn and apply State and local ordinances, regulations, and statutes related to the processing of assessment records; to learn to read and interpret property transaction documents including legal descriptions and deeds; to efficiently perform a task with distractions or interference; understand verbal communication given by Assessor, supervisor, the public, or other employees; speak clearly communicating with employees, supervisors, members of the public or other organizations; write a memo and/or report; file and locate documents within a filing system; operate office equipment, including computer, copy machine, typewriter and ten key calculator; organize and input data; maintain personal property documents; direct questions and know where to find answers for public.

Experience and Training: High School diploma or any combination of experience, education and training which demonstrates possession of desired skills and abilities.

Post Job Offer Physical Exam: A post job offer physical exam 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 items weighing up to fifty pounds, files, stacks of paper; reference and other materials. Moving from place to place within the office; reaching for items above and below desk level.

WORKING CONDITIONS: Work is inside with thermostat controlled heating and air-conditioning, except during re-appraisal periods when some work may be required outdoors in all weather conditions. Work is usually, but not limited to, sitting behind a desk, standing at a counter or filing cabinet, climbing stairs. The work is from 8:00 a.m. to 5:00 p.m.

DRUG SCREEN: A pre-employment drug screening is required.

FLSA Status: Non-Exempt Date Amended: May 31, 2012

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: _____

LANDER COUNTY

Job Description

Deputy Assessor

Assessor's Office

Grade: 16
Classification: Deputy Assessor
Position: Part Time (19 hours per week)

Probationary Period: 6 months
Position Status: FLSA non-exempt

DEFINITION: Under the supervision of the Assessor or Appraiser, assist with the functions associated with the statutory duties of the office of Assessor and has responsibility for assigned tasks.

DISTINGUISHING CHARACTERISTICS: Position is assigned to the Assessor's office and performs duties assigned by the Assessor.

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

1. Assist with computer data entry of appraisal records, update parcel records, property ownership transfers, address corrections, sales data records and sales verification letters.
2. Assist appraisers with physical inspections of real and personal property in the field and collection of data necessary for valuing property.
3. Assist with preparation and mailing of assessment notices.
4. Assist with balancing of real and personal property roll books.
5. Assist with processing personal property declarations, exemption cards, and personal property billing.
6. Answer questions about mobile home title transfer requirements.
7. Assist with processing title transfers, issuing moving permits and personal property reports.
8. Answer telephone, receive messages, direct calls.
9. Assist the public in locating properties on parcel maps.
10. Assist with maintaining appraisal records, file, type letters, memos, and perform other office clerical work.
11. Answer telephone, receive messages and direct calls.

ESSENTIAL FUNCTIONS OF THE JOB:

1. Must have the ability to file in a standard 5-drawer filing cabinet.
2. Must have the ability to lift a minimum of 50 pounds.
3. Must have the ability to lift paper or large books onto racks above head.
4. Must have the ability to bend or kneel to replace supplies or large books.
5. Must have the stamina to stand for long periods at counter or sitting at a computer or when assisting the public or other employees.

MINIMUM QUALIFICATIONS FOR EMPLOYMENT

KNOWLEDGE AND ABILITY: Knowledge of accounting and balancing procedures; computer skills; office equipment; filing; mathematics, English grammar and spelling. Ability to learn and apply State and local ordinances, regulations, and statutes related to property assessment; to learn, read and interpret property transaction documents including legal descriptions and title conveyance; to efficiently perform a task with distractions or interference; understand verbal communication given by the Assessor, a supervisor, the public, or other employees; speak clearly communicating with employees, supervisors, members of the public or other organizations; write a memo and/or report; file and locate documents within a filing system; operate office equipment, including computer, copy machine and calculators; organize and input data; maintain property documents; direct questions and know where to find answers for public.

EXPERIENCE AND TRAINING: High School diploma or any combination of experience, education and training that demonstrates possession of desired skills and abilities.

POST JOB OFFER PHYSICAL EXAM: A post job offer physical exam 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 items weighing up to fifty pounds, files, stacks of paper; reference and other materials. Moving from place to place within the office; reaching for items above and below desk level.

WORKING CONDITIONS: Work is inside with thermostat controlled heating and air-conditioning, except during re-appraisal periods when some work may be required in outdoors in all weather conditions. Work is usually, but not limited to, sitting behind a desk, standing at a counter or filing cabinet, climbing stairs. The work is from 8:00 a.m. To 5:00 p.m.

DRUG SCREEN: A pre-employment drug screening is required.

FLSA STATUS: Non-Exempt

Date Amended: May 31, 2012

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:_____

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 8

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding proposed acquisition of land located at 385 S. Mountain Street, Battle Mountain, APN #002-220-05, and other matters properly related thereto.

Public comment.

Background:
The proposal for Lander County to acquire a piece of property, (land and improvements), located at 385 S. Mountain Street, Battle Mountain, APN #002-220-05, is brought before the Commission for consideration.

Lander County Treasurer Grace Powrie will be in attendance to provide the details on this proposed property acquisition to the Commission.

Recommended Action:
It is recommended that the Commission provide direction to staff on moving forward with this proposed acquisition.

AGENDA REQUEST FORM

MEETING DATE: **June 14, 2012**

Name: *Grace Powrie* Representing: *Lander County Treasurer*

Address: *315 South Humboldt Street, Battle Mountain, Nevada 89820*

Phone:(H) *775-635-5882* *(w)775-635-5127* Fax: *775-635-5593*

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: *WORK*

WHO WILL BE ATTENDING THE MEETING: *Grace Powrie*

JOB TITLE: *Lander County Treasurer*

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

Discussion and possible action to acquire land at 385 S. Mountain Street, Battle Mountain, Nevada. APN#002-220-05

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

Approve to acquire land

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES NO

AMOUNT:

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

WHEN?

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

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

FOR REVIEW BY:

CLERK		SHERIFF		J.P.	
ASSESSOR	xxxxxx	WELFARE		D.A.	
BUILDING		PLANNING		TREASURER	xxxx
AIRPORT		RECORDER		SWIM POOL	
R & B				HOSPITAL	
PUB WORKS		GOLF		CIVIC CENTER	
FAIR/REC		EXECUTIVE DIRECTOR		FINANCE DIRECTOR	

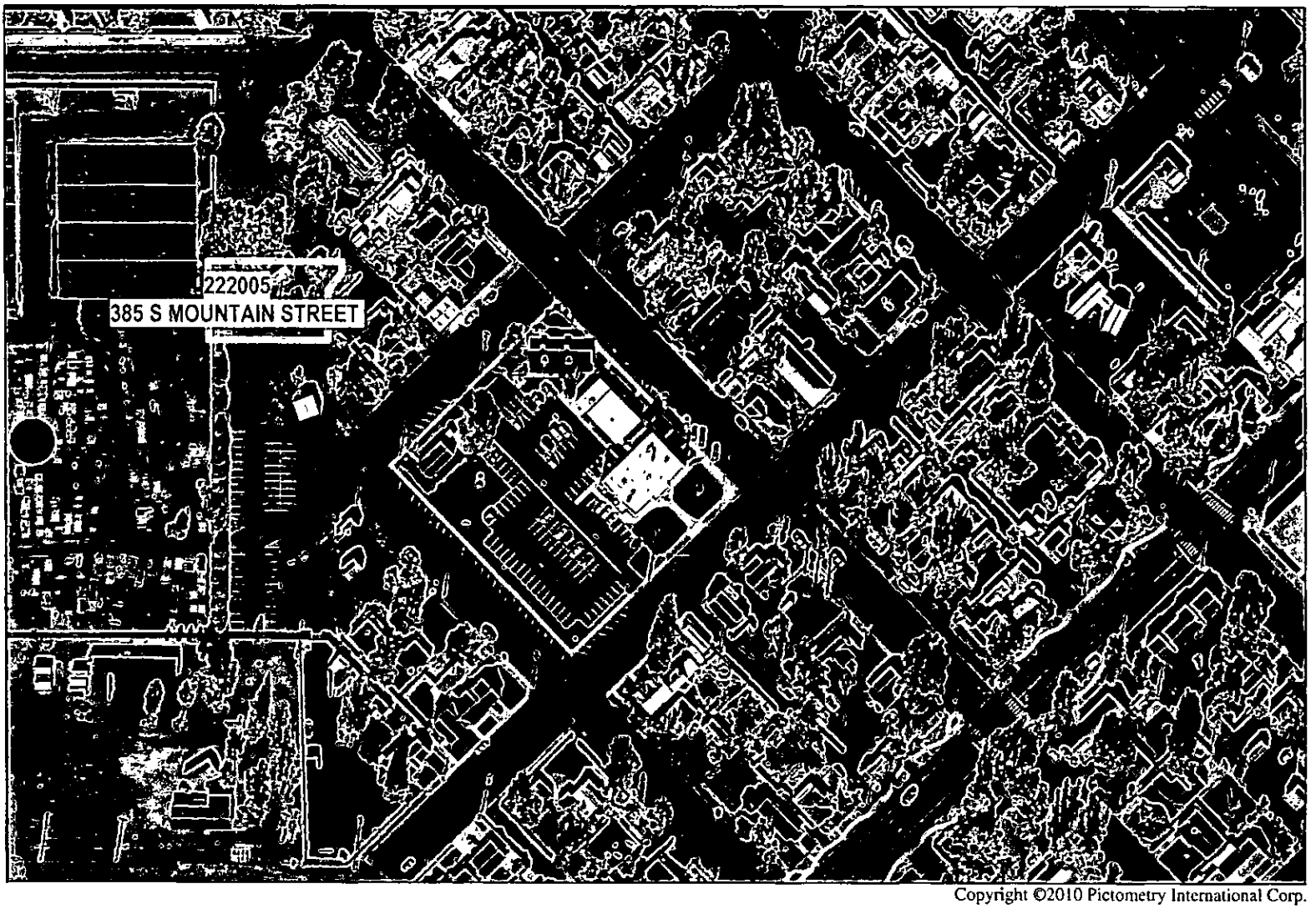
THE COUNTY EXECUTIVE DIRECTOR RESERVES THE RIGHT TO REJECT OR RECOMMEND TABLING ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.

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

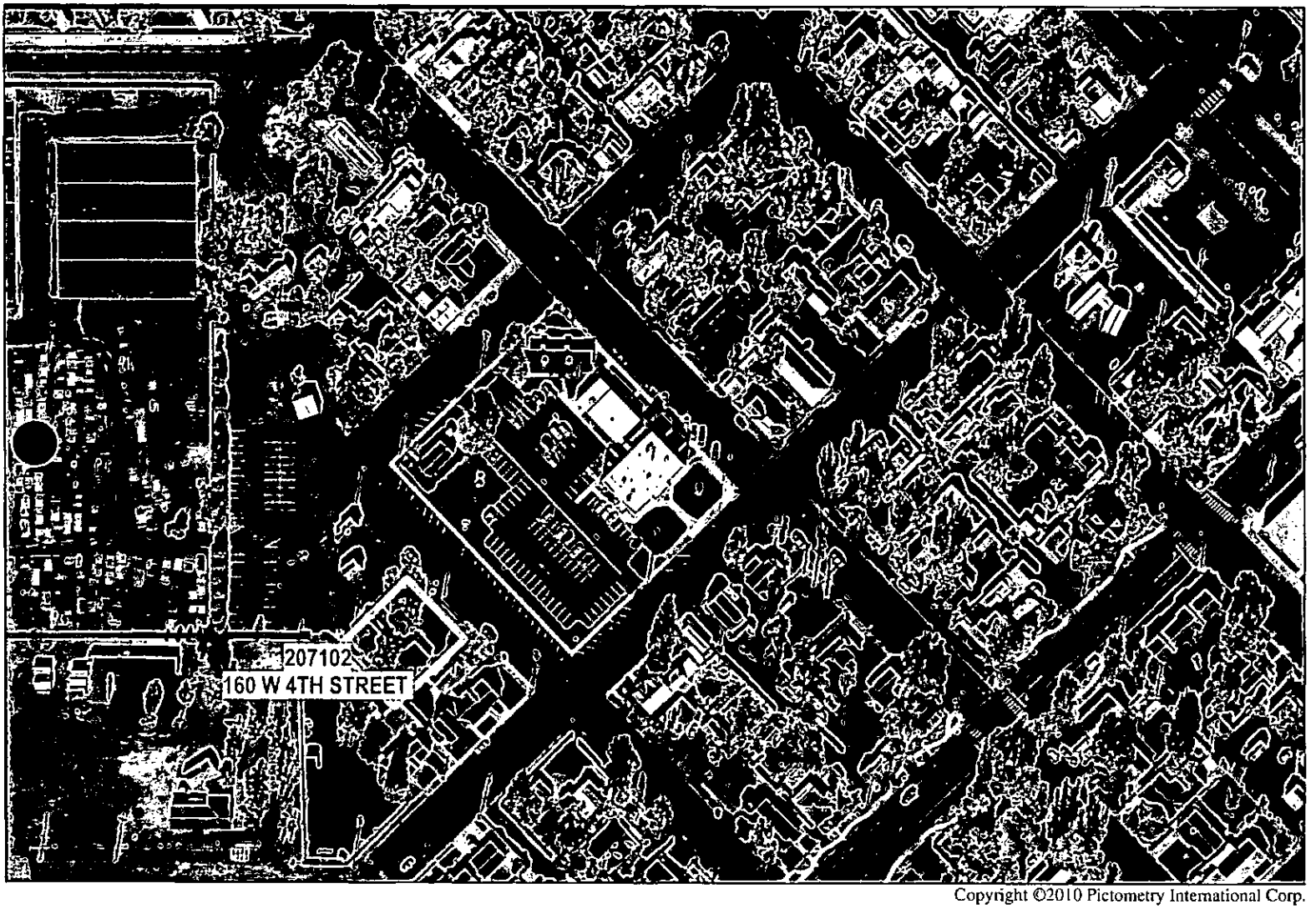
Grace Powrie

MEETING DATE: **June 14, 2012**

#8



Scale: 1 inch = 193.7 feet



Scale: 1 inch = 193.7 feet

Parcel Number **002-220-05**
Last Updated **12/09/11** By **ANDRIA**

Ownership (F6=All Owners F7=Documents F8=Correspondence History)

Legal Owner..... **WEST, GREGORY L & LORETTA J**
Assessed Owner..... **WEST, GREGORY L & LORETTA J**
Mail Address.....
21 CAYON LOOP
City, State..... **LYLE, WA** Zip... **98635**
Vesting Doc #, Date. Yr,Bk,Pg **91 358 368** Corr Rq'd
Map Document #s.....

Force Assmt Notice....
Force Ag Message...
Force Label.....
Force Card/Aff (C/A)..

Description (F11=Additional Locations)

	#	Dir	Street or Other Description	Unit #(s)
Property Location...	385	S	MOUNTAIN STREET	

Subdivision..... **PAR IN SE4 .324AC 18/32/45** Block... Lot...
Town..... Parcel Map ID..
Property Name..... Confidential..
Remarks..... **SEE F16 FOR NOTES**
Parcel # Containing Descriptive/Document Data.... Land Use: **260**

Size

Total Acres... **.320** Square Feet.... **13,956**
Ag Acres..... **.000** W/R Acres..... **.000**

F3=Save & Exit F5=Addr Hist F10=Othr Func F12=Cancel F14=Imprv/Apprsl Data
F15=Legal Description F16=Misc Notes F17=Factoring History F20=Tax Years
F21=Personal Property F22=Ag Land F23=Exemptions F24=Livestock Counts

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 9

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding the possibility of hiring part-time, temporary summer help for maintenance work at the Battle Mountain Cemetery and other matters properly related thereto.

Public comment.

Background:
The proposal to hire part-time, temporary summer help for maintenance work at the Battle Mountain Cemetery is presented for Commission consideration.

Lander County Treasurer Grace Powrie will be in attendance to provide the details on this proposed property acquisition to the Commission.

Recommended Action:
It is recommended that the Commission approve the hiring of one (1) part-time, temporary summer maintenance worker to provide landscape and grounds maintenance at the Battle Mountain Cemetery.

AGENDA REQUEST FORM

MEETING DATE: **June 14, 2012**

Name: *Grace Powrie* Representing: *Lander County Treasurer*

Address: *315 South Humboldt Street, Battle Mountain, Nevada 89820*

Phone:(H) *775-635-5882* *(w)775-635-5127* Fax: *775-635-5593*

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: *WORK*

WHO WILL BE ATTENDING THE MEETING: *Grace Powrie*

JOB TITLE: *Lander County Treasurer*

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

Discussion and possible action regarding summer help in the Battle Mountain Cemetery.

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

Approve help

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES NO

AMOUNT:

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

WHEN?

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

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

FOR REVIEW BY:

CLERK		SHERIFF		J.P.	
ASSESSOR		WELFARE		D.A.	
BUILDING		PLANNING		TREASURER	xxxx
AIRPORT		RECORDER		SWIM POOL	
R & B				HOSPITAL	
PUB WORKS	xxxx	GOLF		CIVIC CENTER	
FAIR/REC		EXECUTIVE DIRECTOR		FINANCE DIRECTOR	

THE COUNTY 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.....

Grace Powrie

MEETING DATE: **June 14, 2012**

#9

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 10

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding the State Regional Economic Development Plan and the formulation of a Regional Development Authority (RDA) and other matters properly relating thereto.

Public comment.

Background:

The State Regional Economic Development Plan and the formulation of a Regional Development Authority (RDA) are brought before the Commission for consideration.

Implementation of the State Regional Economic Development Plan through the formulation of Regional Development Authorities throughout the state has commenced. The Governor's Office of Economic Development (GOED) plan for implementation impacts the rural development authorities by determining the award of grant funding to the economic development authorities (EDAs) based upon based upon a county's (or individual EDA's) willingness to enter into regional agreements.

Lander Economic Development Authority (LEDA) has considered regionalization during several meetings of the board over the course of the last year. Various 'options' exist for the regionalization of economic development efforts and strategy, each option with its unique set of benefits and detractors. During the regular LEDA meeting held Wednesday, June 6, 2012, the board made the recommendation that the Board of Commissioners commit to joining a regional economic development organization but NOT NAME A SPECIFIC ORGANIZATION with which to partner.

Don Vetter, of Vetter PR, Inc., contractor to Lander County for public relations, advertising and marketing, and Jon Sherve, LEDA Chairman, will be in attendance to discuss this issue with the Commission.

Recommended Action:

It is recommended that the Commission commit to joining a regional economic development organization but NOT NAME A SPECIFIC ORGANIZATION with which to partner.

Vetter PR, Inc.
Public Relations/Advertising/Issue Management
(775) 848-0670

June 5, 2012

Lander County Board of Commissioners Agenda Item for June 14 Meeting

Lander County Economic Development Authority:
State Regional Economic Development Plan & Regional Development Authorities Memorandum of Understanding with Northeastern Nevada Regional Development Authority

The Nevada Governor's Office of Economic Development (GOED) is implementing the new State Plan for "Excellence in Economic Development." It impacts the rural development authorities by regionalizing the economic development operating system.

The new regional strategy is a two-year plan as all development authorities will be considered "regional" for the next round of state grants. However, the following budget year (2013-2014) the state's grants/programs will be applied only to regional models.

At the urging of GOED regional representative Dana Bennett, GOED is seeking a formal agreement this calendar year between Lander County and the Elko County Economic Diversification Authority which is being renamed the Northeastern Nevada Regional Development Authority.

Bennett said that the GOED staff will determine its awarding of contracts for regional economic diversity projects and programs based upon a county's willingness to enter into regional agreements. Lander County through LEDA applied for $65,000 in state funds that would go toward the implementation of the 2012 Economic Diversification, Community Business Enhancement and Marketing Plan. (See separate agenda item)

The current ECEDA board has representatives from Elko, Elko County, Carlin, Wells and West Wendover and works on somewhat of a regional model as all of these governments work on economic development under the ECEDA banner through an inter-local agreement. (A MOU and by laws is included with this agenda item)

Informal discussion amongst the rural county authorities and GOED staff have emerged with a goal to find issues that the counties can work together on that will give them the greatest impact both logistically and politically. The second goal is to make sure the *regional development authority program will not undermine the identities and economic* strengths of the individual counties.

Last week (May 30), the Lander County Economic Development Authority and Lander County Planning Dept. participated in the Elko Regional Outreach event in Reno. This was a very synergistic event and has led to several leads in housing development

#
10

toward Battle Mountain as well as sharing of industrial development leads.

LEDA members discussed this proposal from GOED at its June 6 meeting and will have representation at the June 14 BCC meeting. Pam Borda, executive director of the ECEDA, has indicated she would be available at the meeting or via phone to answer questions

LEDA has also been approached by the White Pine County Economic Development Authority with Eureka County. LEDA has not made a recommendation on this proposal , nor has GOED indicated that this is a direction it would like to see Lander County take.

Possible Action:

Direct staff to review the current ECED MOU and work with ECEDA staff to develop an MOU between the NNRDA and LEDA to form a regional authority with opt-in and opt-out clauses along with benchmarks to determine the effectiveness of the regional relationship. Present to the Lander BCC for final approval and signing, as well as designation of representatives at a July BCC meeting.

ACTION:

Refrain from joining the ECEDA bAsk

Action item: Opt in to the EActLander County has the opportunity to opt-in to the NNRDA for a year

LEDA agenda item_Regional Development Authorities

Don Vetter <donvetter@sbcglobal.net> Mon, Jun 11, 2012 at 6:08 PM
To: getcheverry@landercountynv.org, Gina Little <glittle@landercountynv.org>
Cc: Pam Borda <pam@eceda.com>, Jim Garza <wpcedc@mwpower.net>, Dana Bennett <drbennett@diversifynevada.com>, jsherve@blm.gov, leda <amynelson0102@yahoo.com>, leda <gfennemore@barrick.com>, leda <kipndee@juno.com>, leda <newufitness@live.com>, leda <shar.peterson@newmont.com>, leda <shinton@barrick.com>, Paula Tomera <bmcommerce@yahoo.com>

Gene/Gina & LEDA members
I've attached a revised memo for the June 14 Commissioners' meeting on the LEDA/State Regional Development Authority Issue. Also attached are the various MOUs/cooperative agreements described in the memo as well as the draft contracts from the state. Sorry if this is a bit unwieldy, but there are a lot of options and directions that can be pursued.
Thanks
Don Vetter
Vetter PR, Inc/EYA
(775) 848-0670

7 attachments

ECEDA Interlocal.pdf
200K

Regional Development Authority Model Flowchart.pdf
207K

Central eastern_mou.doc
46K

EDAWN - NNDA Cooperative Agreement Feb 7th.docx
20K

FY-13 Lander County Economic Development Authority Interlocal Contract-1.pdf
39K

FY-13 Lander County Economic Development Authority Attach A Scope of Work.pdf
26K

LEDA_BCC agenda_regional_reviseJune11.doc
66K

Vetter PR, Inc.
Public Relations/Advertising/Issue Management
(775) 848-0670

June 11, 2012

Lander County Board of Commissioners Agenda Item for June 14. 2012 Meeting

Lander County Economic Development Authority:
State Regional Economic Development Plan & Regional Development Authorities and samples of Memorandum of Understanding

The Nevada Governor's Office of Economic Development (GOED) is implementing the new State Plan for "Excellence in Economic Development." It impacts the rural development authorities by regionalizing the economic development operating system.

The new regional strategy is a two-year plan as all development authorities will be considered "regional" for the current round of state grants. However, the following budget year (2013-2014) the state's grants/programs will be applied only to regional models.

At the urging of GOED regional representative Dana Bennett, GOED is seeking a formal agreement this calendar year between Lander County and the Elko County Economic Diversification Authority which is being renamed the Northeastern Nevada Regional Development Authority.

Bennett said that the GOED staff will determine its awarding of contracts for regional economic diversity projects and programs for the 2012-13 budget year based upon a county's willingness to enter into regional agreements. Lander County through LEDA applied for $65,000 in state funds (Attached contracts and scope or work from GOED indicate an award of $40,000) that would go toward the implementation of the 2012 Economic Diversification, Community Business Enhancement and Marketing Plan. (See separate agenda item)

The current ECEDA board has representatives from Elko, Elko County, Carlin, Wells and West Wendover and works on somewhat of a regional model as all of these governments work on economic development under the ECEDA banner through an inter-local agreement. (A MOU and by laws is included with this agenda item)

LEDA has also been approached by the White Pine County Economic Development Authority which is suggesting an RDA with Eureka County. (MOU/flow chart attached)

Informal discussion amongst the rural county authorities and GOED staff have emerged with a goal to find issues that the counties can work together on that will give them the greatest impact both logistically and politically. The second goal is to make sure the regional development authority program will not undermine the identities and economic strengths of the individual counties.

On May 30, the Lander County Economic Development Authority and Lander County Planning Dept. participated in the Elko Regional Outreach event in Reno. This was a very synergistic event and has led to several leads in housing development toward Battle Mountain as well as sharing of industrial development leads.

The LEDA board unanimously voted to seek a regional partner to create an RDA as indicated in the State's Excellence in Economic Development Plan. This recommendation is forwarded to the Board of County Commissioners for discussion at the June 14 meeting. LEDA is asking for guidance from the Board on who and how that regional relationship could be formed.

LEDA board members will review the proposed MOU's from the Elko NNRDA as well as the proposal presented from the White Pine County Development Authority. LEDA members, based on public comment at the meeting, will also reach out to Eureka County to see the potential for a Eureka/Lander RDA.

Commissioner Dean Bullock was in attendance and suggested that he will broach developing an MOU for an RDA with Pershing and Humboldt counties at an upcoming meeting with those county leaders to discuss judicial issues as they have a shared district.

Pam Borda, executive director of the ECEDA, has indicated she would be available at the meeting or via phone to answer questions

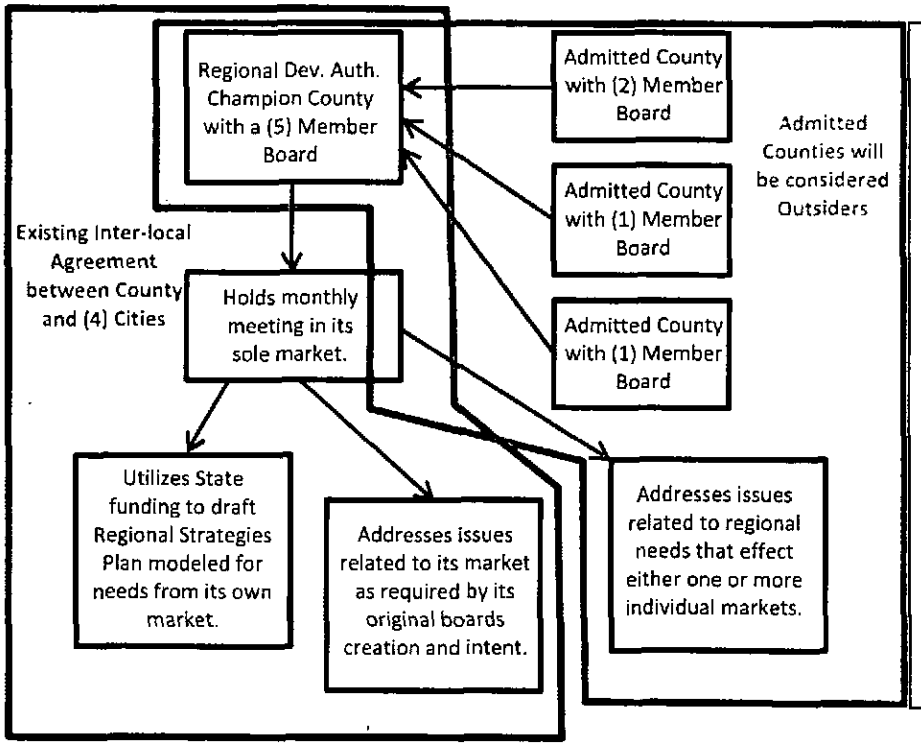
Possible Action:

Direct staff/LEDA to review the current ECED MOU (NNRDA); a White Pine/Eureka model, or look at other partners such at Humboldt and Pershing counties. Give direction to LEDA/Staff on the RDA issue.

Regional Development Authority Model Flowchart: (Submitted by White Pine County)

Scenario 1

One County/ RDA entity champions the initiative and other County / RDA entities join their board to accomplish initiatives within its County Champion boundary and/or regionally.

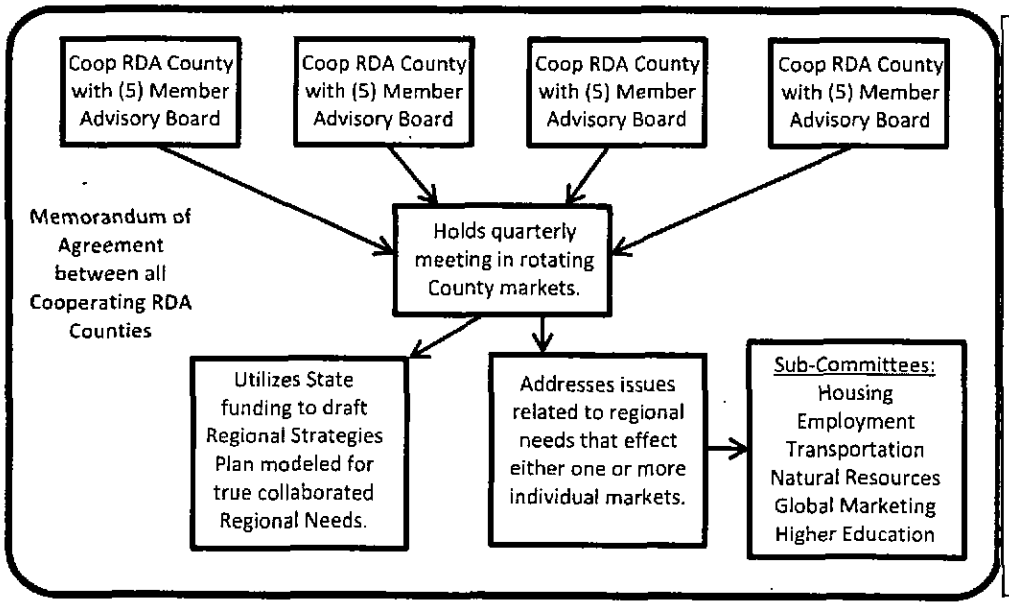


Problems with this Scenario:

Admitted Counties don't share equal benefits and voting rights with Champion County and initiatives and funding available will tend to resolve Champion County issues on a primary basis, holding meeting on a monthly basis in that market with expected participation from Admitted Counties whom may not have any interest in the issue being discussed whatsoever. Admitted Counties will not participate on a regular basis and regional issues will be a secondary focus of the collaboration, leading to failure.

Scenario 2

Several RDA entities join forces on an equal collaborative basis to accomplish a specific RDA identified initiative that either benefits one single boundary and/or regional boundaries.

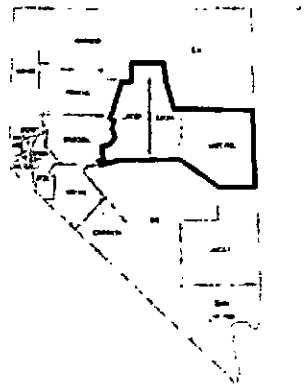


Benefits with this Scenario:

Equal participation and representation on a non-disruptive basis with true regional collaboration on regional issues that affect one or more RDA's.

Ea. Co. Adv. Board will hold:
One County Commissioner,
EDA Appointed Director,
EDA Board Chairperson,
Chamber of Comm. Director,
Major Employer Rep.

Central Eastern Nevada Regional Development Authority
Organizational Chart



The Regional Team (Rotating Quarterly Meeting Locations)

Lander County	Eureka County	White Pine County
Population 5,775	Population 1,987	Population 10,030
Unemploy. Rate 6.2%	Unemploy. Rate 6.5%	Unemploy. Rate 7.8%
Mining Jobs 1,778	Mining Jobs 3,948	Mining Jobs 1,032
Gov. Jobs 523	Gov. Jobs 215	Gov. Jobs 1,479
Agri. Jobs 155	Agri. Jobs 187	Agri. Jobs 212
Exports $793M	Exports $1,509M	Exports $876M
Voting Seats	**Voting Seats**	**Voting Seats**
1 – Commissioner	1 – Commissioner	1 – Commissioner
1 – EDA Member (Represents all Townships)	1 – EDA Member (Represents all Townships)	1 – EDA Member (Represents all Townships)
1 – Major Employer	1 – Major Employer	1 – Major Employer
3 Votes	**3 Votes**	**3 Votes**

9 Votes / 5 Quorum

Regional Initiative Committee Per Issue	Regional Initiative Committee Per Issue	Regional Initiative Committee Per Issue

Each Jurisdiction maintains its own Identity, Economic Plans, Land Policies, Financial Budgets, Etc.
Each Jurisdiction submits its own State and Federal Grant applications with Partner Support Letters.
Each Jurisdiction maintains its own Marketing Campaigns but supports Regional Marketing efforts.

RESOLUTION NO. _____

PROVIDING FOR THE CREATION OF THE NORTHEASTERN NEVADA REGIONAL DEVELOPMENT AUTHORITY VIA ADOPTION OF AN AMMENDED INTER-LOCAL COOPERTIVE AGREEMENT AND AUTHORIZING MEMBERSHIP THEREBY

LANDER COUNTY

WHEREAS, The Northeastern Nevada Regional Development Authority exists for the purpose of promoting industrial development and positive social-economic growth in Lander County and

WHEREAS, it is the desire of this County to establish a cooperative working relationship for mutual economic and community development with the County of Elko, as well as the State of Nevada and the Federal government, and

WHEREAS, given the general condition of the economy or the rural areas of Nevada, there is an urgent need for economic development and the general improvement of rural communities, and

NOW THEREFORE BE IT RESOLVED that the County does hereby set forth the Board of Councilmen's intention to adopt the changes to the Inter-Local Cooperative Agreement providing for the establishment of the Northeastern Nevada Regional Development Authority and participation in the Authority by Lander County upon approval by the Attorney General's Office of the State of Nevada.

AND, BE IT FURTHER RESOLVED, that this resolution shall be considered a counterpart of the Inter-Local Cooperative Agreement and shall be deemed to be an original part thereof.

PASSED AND ADOPTED THIS day of 2012, by the following vote: **AYES** **NOS** _____ **ABSENT** _____

Board of County Commissioners
Lander County, Nevada

ATTEST

_____
County Clerk/Manager

Central Eastern Nevada Regional Development Authority

Regional Agreement

Memorandum of Understanding

Month 00, 2012

To achieve a more productive economic development process in Central Eastern Nevada, this memorandum of understanding between Lander County – Lander Economic Development Authority, Eureka County – Eureka County Economic Development, and White Pine County – Economic Diversification Council, hereinafter known as "The Regional Team", will define how the three counties cooperate and collaborate to the benefit of their county jurisdiction and (incorporated / unincorporated) communities. The goal of this MOU is to provide clear direction for The Regional Team to work in harmony and as a team to provide a higher return on investment to the State, the Region and the residents of Nevada.

1. Providing Excellent Customer Service to Communities:
    a. The Regional Team members serve its individual communities and each community will be supported in the definition and policies surrounding this agreement.
        i. Local Governments and Advisory Boards for Unincorporated Townships.
        ii. Federal and State Governments.
        iii. All Municipal Subdivisions within County Jurisdictions.
        iv. Other Agencies and Authorities.
    b. To better serve our communities, The Regional Team recognizes the need for collaboration on regional initiatives while respecting each clearly defined county boundary within the Central Eastern Region. The county jurisdictions will continue its individual work plan framework for all individual policy and tactical operations but will collaborate on creating a Regional Strategies Plan to assist the region with needed policy to ensure the future economic success of our communities as a regional Nevada territorial area. The following principals will be the basis of this agreement. Defined county jurisdictions with regional collaborated initiatives are essential for:
        i. The Governor's Office of Economic Development (GOED)
            1. Distribution of inquiries, funding support and leads.
            2. Delivery of services and programs to designated county areas.

3. Acceptance of responsibilities for area as required by GOED programs

ii. County/City Governments

1. Allows each county and their respected communities to collectively hold (3) seats with (3) voting voices at the regional economic development table with a total of (9) nine votes regionally collaborated.
2. Provides direct representation of it communities per the needs to GOED and communications back to its respected communities as individual county entities while collaborating respectfully as a Regional Development Authority as a whole.
3. Provides its communities with the opportunity to review tax incentives prior to presentation to commission.
4. Allows The Regional Team to work with identified communities in any county jurisdiction in a meaningful way to assure their processes become and stay "business friendly."

iii. The Regional Team

1. Provides a "local brand" for each region represented and its diverse constituents.
    a. County/city government, the local business community and supporting agencies see the "local brand" as their region of pride, supporting consensus amongst all stakeholders.
    b. Allows each member to provide broad based economic development programs tailored to the counties'/cities' needs due to the exclusive relationship and resulting working relationship.
    c. Provides "feet on the ground" with intimate knowledge of the area thus providing better customer service to clients, counties/ communities and Regional Team (business community), etc.
    d. Supports more generous funding from county/city and Regional Team to allow the economic process to continue and grow.

e. Creates a marketable entity to support outbound sales efforts.

2. Definition and Communications of Regional Brand and County/ Community Jurisdictional Area:
   a. The Regional Team have agreed to the following definitions:
      i. The Mega-region will be referred to as "Central Eastern Nevada."
      ii. "Central Eastern Nevada" is comprised of three regions.
         1. Lander County in whole with its communities supported by the Lander Economic Development Authority.
         2. Eureka County in whole with its communities supported by the Eureka County Economic Development.
         3. White Pine County in whole with its communities supported by the Economic Diversification Council.
   b. The Regional Team have agreed to include the regional definitions within all marketing and communication programs and materials, in both print and electronic format stating "as a Subsidiary of Central Eastern Nevada Regional Development Authority."
   c. The Regional Team will provide support in all materials to each county region within the Central Eastern Nevada Region.
      i. Provide clear graphic definitions to illustrate the three county jurisdictions as different service regions and attach the appropriate authority to that county jurisdiction initiating the market initiative.
      ii. Provide functional linkage between each county jurisdiction to allow inquiries and ease of access to knowledge.
3. Achieving Seamless Regional Operations - Setting a Standard of Cooperation:
   a. Business Development
      i. Inquiries, Leads and "Deals":
         1. The Regional Team will both adopt the GOED Sales Funnel of definition of client transactions;
            a. Inquiry – any contact by a company with general interest in the region for location or expansion

b. Lead – when two of four key data points are known:

i. Number of jobs to be created

ii. Capital investment

iii. Time line for decision

iv. Real estate requirement

c. Prospect – any lead that has scheduled a site visit or a reverse site visit.

2. The county jurisdictions will be recognized as a "collaborated territorial initiative" represented by The Regional Team as defined above.
3. Each Regional Team member will qualify their individual gained clients and work to provide them site opportunities that correspond to their best interests, regardless of which jurisdiction is deemed "best case".
4. If the lead was generated by an individual Regional Team member, the "deal" information will be provided to its individual Economic Development Agency (EDA) Director who will then represent its individual county jurisdiction with the client's needs within its county boundaries.
5. If the lead is generated by The Regional Team as a team effort in whole or when it is determined that the client's needs are better suited to the other Regional Team member's county jurisdiction, a formal introduction will occur and the project will be identified as a "joint project".
6. The Regional Team will rely on each other's local expertise to guide site inspections and assemble location data for the client and if the client recommends reviewing other county opportunities within the region, the working county jurisdiction will handoff the prospect to the other region when both regions will be toured. The lead generating county EDA, if they choose, whom is initiating the handoff, may participate in the tours or presentations in the other region in a passive

or supportive role. If the lead is state generated, then the tours in each region will be limited to staff and representatives of their respective teams as both areas will be shown separately. Regardless of the source of the lead, when both county EDA's are involved in promoting the region the project will be considered a "joint project".

7. In all cases of "joint projects", The Regional Team will share equally in all communications, press releases and following media coverage to clearly present The Regional Team as equal participants in the "deal". In addition, the Regional Team will equally share in:
    a. Reporting to GOED including economic impact numbers
    b. Reporting to each member's boards.

b. Sales and Marketing

i. The Regional Team will strive to identify joint opportunities to market the Central Eastern Nevada Region and to increase the flow of qualified inquiries and leads. This will be supported though joint budgeting of projects and equal sharing in all results.

4. Ecosystem Development, Existing Industry Retention/Expansion and Supporting Programs:

a. The Regional Team will explore every opportunity available to work with each other on programs and projects designed to impact the economic vitality of Central Eastern Nevada with a goal of higher levels of impact through collaboration. The areas to be coordinated are:

i. Business support to improve profitability and increase orders impacting jobs and regional revenues.

ii. Employer business health support to cause expansions and retention of Nevada companies within the state.

iii. Access to capital for expanding and credit worthy businesses and to support entrepreneurial startups.

iv. Business incubation, acceleration and "economic gardening".

v.Regional Strategic Industrial Cluster Development.

vi. Workforce development and support of education from K-12 through

Higher Education.

vii. Support of innovation and intellectual property development.

5. Establishing a climate and culture of clear and honest communications:
   a. The (9) nine member Regional Team collaboration will meet at a minimum of one time per quarter on a rotating bases at a meeting facility within each county seat to establish programs and monitor the success of the three county jurisdictions in operating as a Regional Development Authority. Advisory committees may be established by The Regional Team to address initiatives adopted and approved by the Regional Team collaboration to accomplish specific target goals and results.
   b. An outside non-member county jurisdiction could be voted in as a member but (7) seven votes would be required to approve such entry as a new Regional Team member.
   c. A Regional Team member may request its membership of collaboration to be terminated from the team collaboration at any time but the approval of the GOED Director will be required prior to taking a vote to approve their withdrawal request.
   d. An individual county jurisdiction may be allowed to become a member of any other collaborative regional effort whether this collaboration effort currently exists or will be initiated in the future but if it is determined by the remaining Regional Team members that a conflict of interest exists, the member will be required to select which initiative effort it will support and resign from the Central Eastern Nevada Regional Development Authority if not selected.
   e. The members of The Regional Team will be led to participate with their counterparts and establish a culture of participation and collaboration at every opportunity.
   f. The Regional Team will look for and achieve a united front to the media, the State and to all supporters.
   g. As a general rule, all existing and past practices within each county jurisdiction regarding economic development agency practices will continue as individual normal procedure and all associated funding practices will remain individually determined and applied for by each member. The Regional Team will not willfully withhold any request of funding by any member but will support each member's initiative

for funding opportunities, offer its support as a Regional Development Authority Partner in writing and will submit the request, application or contract for funding on behalf of the member when required, requesting the funding be paid directly to the members board directly. Each member will be solely responsible for its acceptance and requirements mandated by the funding originator.

All County Jurisdictional EDA's are in Agreement to this MOU:

Dated this ____ day of _____, 2012

_____, Chairman

Lander Economic Development Authority
Lander County

_____, Chairman

Eureka County Economic Development
Eureka County

_____

Donna Bath, Chairwoman

Economic Diversification Council
White Pine County

EDAWN and NNDA Collaborative Agreement

February 7, 2012 (Draft)

To achieve a more productive economic development process in Northern Nevada, this memorandum of understanding between the Northern Nevada Development Authority (NNDA) and the Economic Development Authority of Western Nevada (EDAWN) hereinafter known as "The Partners", will define how the two authorities cooperate and collaborate to the benefit of their service territory and their clients. The goal of this MOU is to provide clear direction for The Partners to work in harmony and as a team to provide a higher ROI to the State, the Region and the residents of Nevada.

1. Providing Excellent Customer Service to Our Clients
    a. The Partners serve four different customers and each customer group will be supported in the definition and policies surrounding this agreement.
        i. Clients (Existing and New businesses)
        ii. Local and State Governments
        iii. Investor Partners
        iv. Other agencies and authorities
    b. To better serve our customers, The Partners recognize the need for clearly defined service regions with the Greater Northern Nevada Region. The Service Territories will identify the local governments served and establish a framework for all other policy and tactical operations in the future. The following principals will be the basis of this agreement. Defined service regions are essential for:
        i. The Governor's Office of Economic Development (GOED)
            1. Distribution of inquiries and leads
            2. Delivery of services and programs to designated service areas
            3. Acceptance of responsibilities for area as required by GOED programs
        ii. County/City Governments
            1. Allows the counties/cities to have a seat and voice at the economic development table
            2. Provides direct representation of counties'/cities' wishes and needs to GOED and communications back to the counties/cities from GOED

3. Provides the counties/cities with the opportunity to review tax incentives prior to presentation to commission
4. Allows the Partners to work with identified counties/cities in a meaningful way to assure their processes become and stay "business friendly."

iii. Investor Partners

1. Provides a "local brand" for each region represented and its diverse constituents.
    a. County/City government, the local business community and supporting agencies see the "local brand" as their region of pride, supporting consensus amongst all stakeholders.
    b. Allows each partner to provide broad based economic development programs tailored to the counties'/cities' needs due to the exclusive relationship and resulting working relationship
    c. Provides "feet on the ground" with intimate knowledge of the area thus provides better customer service to clients, counties/ cities and partners (business community), etc.
    d. Supports more generous funding from county and investor partners to allow the economic process to continue and grow
    e. Creates a marketable entity to support outbound sales efforts.

2. Definition and Communications of Brand and Service Area
    a. The Partners have agreed to the following definitions:

i. The Mega Region will be referred to as "Northern Nevada"

ii. "Northern Nevada" is comprised of two regions

1. The Greater Reno Tahoe Region (Essentially the I-80 corridor from Washoe County to Fernley including portions of Storey and Lyon Counties
2. The Sierra Region of Nevada (Carson, Churchill, Douglas, and portions of Lyon and Storey Counties south of I-80 and east and south of Fernley)

3. Fernley will be classified as a joint project city. EDAWN will represent Fernley as part of the Greater Reno Tahoe Territory and the I-80 Corridor Program. EDAWN will provide direct business development and relocation services to the City. NNDA will also provide direct business development services to Fernley as part of the Sierra Region and its Lyon County Programs. Business development logistical coordination will occur between NNDA and EDAWN to avoid any duplications or confusion to clients. Additionally, NNDA will be responsible for providing the City of Fernley services in conjunction with is County-wide programs supporting other economic development efforts including but not limited to workforce development, education and business retention.

b. The Partners have agreed to include the regional definitions within all marketing and communication programs and materials both print and electronic.

c. The Partners will provide ongoing support in all materials of each sub service region within the Northern Nevada Region.

   i. Provide clear graphic definitions to illustrate the two sub regions as different service regions and attach the appropriate authority to that region

   ii. Provide functional linkage between each authority to allow inquiries and customers ease of access with knowledge.

3. Achieving Seamless Collaborative Operations - Setting a Standard of Cooperation

   a. Business Development

      i. Inquiries, Leads and "Deals":

         1. The partners will both adopt the GOED Sales Funnel of definition of client transactions;

            a. Inquiry – any contact by a company with general interest in the region for location or expansion

            b. Lead – when two of four key data points are known;

               i. Number of jobs to be created

               ii. Capital investment

               iii. Time line for decision

iv. Real estate requirement

c. Prospect – any lead that has scheduled a site visit or a reverse site visit.

2. The sub regions will be recognized as the "territory" represented by each partner as defined above.
3. The partners will qualify their clients and work to provide them site opportunities that correspond to their best interests, regardless of which sub territory is deemed "best case".
4. When it is determined that the client's needs are better suited to the other Partner's service territory, a formal introduction will occur and the project will be identified as a "joint project".
5. If the lead was generated by EDAWN, the "deal" information will be provided to the NNDA Business Development Director who will then determine who will represent NNDA to detail the client's needs within the Sierra Region of Nevada.
6. If the lead was generated by NNDA, the "deal" information will be provided to EDAWN's Executive Vice President for Marketing by the NNDA representative and that agent will then work directly with EDAWN staff in further detailing the needs of the client within the Region.
7. The Partners will rely on each other's local expertise to guide site inspections and assemble location data for the client and will handoff the prospect to the other region when both regions will be toured. If the lead is a NNDA or EDAWN generated, then members of the respective team that generated the lead (staff or volunteers) may, if they choose, participate in the tours or presentations in the other region in a passive or support role. If the lead is state generated then the tours in each region will be limited to staff and representatives of their respective teams as both areas will be shown separately. Finally, if the lead is broker generated, then that broker will be actively involved in the tours or presentations in an exclusive role in either area with NNDA

or EDAWN and the tour and all showings will be determined by the broker bringing the lead. Regardless of the source of the lead, when both organizations are involved in promoting the region the project will be considered a "joint project".

8. In all cases of "joint projects", The Partners will share equally in all communications, press releases and following media coverage to clearly present the Partners as equal participants in the "deal". In addition the Partners will equally share in:
    a. Reporting to GOED including economic impact numbers
    b. Reporting to each Partner's boards and investor partners

b. Sales and Marketing

i. The Partners will strive to identify joint opportunities to market the Northern Nevada Region and to increase the flow of qualified inquiries and leads. This will be supported though joint budgeting of projects and equal sharing in all results.

4. Ecosystem Development, Existing Industry Retention/Expansion and Supporting Programs

a. The Partners will explore every opportunity available to work with each other on programs and projects designed to impact the economic vitality of Northern Nevada with a goal of higher levels of impact through collaboration. The areas to be coordinated are:

i. Business support to improve profitability and increase orders impacting jobs and regional revenues.

ii. Employer business health support to cause expansions and retention of Nevada companies within the state.

iii. Access to capital for expanding and credit worthy businesses and to support entrepreneurial startups.

iv. Business incubation, acceleration and "economic gardening".

v. Strategic Cluster Development

vi. Workforce development and support of education from K-12 through Higher Education

vii. Support of innovation and intellectual property development.

5. Establishing a climate and culture of clear and honest communications
    a. The CEOs of each Partner will meet at a minimum of one time per month to establish programs and monitor the success of the two organizations in operating as a collaborative partnership.
    b. The Staff of The Partners will be led to participate with their counterparts and establish a culture of participation and collaboration at every opportunity.
    c. The Partners will look for and achieve a united front to the media, the State and to all supporters.

Authorities in Agreement to this MOU:

INTER-LOCAL AGREEMENT

ESTABLISHED

Northeastern Nevada Regional Development Authority

Executed; May 19, 1999

Revised; January 5, 2011 Executive Committee as primary body

Revised; February 22, 2012 Name change

Revised; Addition of Lander County

This agreement is executed on the 19th day of May 1999 and revised on the 22nd day of February, 2012 between the County of Lander and the County of Elko, a political subdivision of the State of Nevada hereinafter referred to as the "County" and the Cities of Carlin, Elko, Wells and West Wendover, municipal corporations of the State of Nevada, hereinafter referred to as the "Cities".

WITNESSETH

WHEREAS, under the Inter-local Cooperation Act that permits two or more public agencies of the State of Nevada to enter into a cooperative agreement for joint or cooperative action pursuant to NRS 277.080 to NRS 227.180 inclusive;

WHEREAS, NRS 277.090 provides that the purpose of the Inter-local Cooperation Act is to permit local governments to make the most efficient use of their powers by enabling them to cooperate with other local governments on a basis of mutual advantage. Thereby providing services and facilities in a manner and pursuant to forms of governmental organization which will best accord with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to NRS 227.110 such a cooperative agreement shall be initiated by resolution or ordinance of the governing body of each participating public agency; and

WHEREAS, the governing bodies of the County and Cities have adopted a resolution endorsing and authorizing the formation of the Northeastern Nevada Regional Development Authority consisting of members appointed by the governing bodies of the County and Cities for the express purposes of promoting industrial activities as well as improving social, economic and business conditions within Lander County, Elko County and the Cities of Carlin, Elko, Wells, and West Wendover.

WHEREAS, the Northeastern Nevada Regional Development Authority shall serve as a vehicle for closer cooperative and collective action in order to solve mutual challenges.

NOW THEREFORE, pursuant to the authority and direction of the resolutions hereinabove referred to, and pursuant to NRS 277.080 to 277.180 inclusive and in consideration of the premises and the mutual covenants and hereinafter contained to be observed and preformed, the parties hereby formally covenant, agree and bind themselves as follows:

ARTICLE I

ESTABLISHMENT

The **Northeastern Nevada Regional Development Authority**, hereinafter referred to as the "Authority is hereby created and established as a separate administrative entity with such powers, privileges , duties, function and responsibilities as hereinafter set forth.

ARTICLE II

The purposes for which the Authority is created are as follows:

2.01. To promote efforts to attract appropriate business interests and to carry out business retention, attraction and expansion activities as outlined in the Authority's Annual Work Plan.

2.02. To promote general improvement of the communities in Lander and Elko County and the quality of life for residents of the Cities of Carlin, Elko, Wells, and West Wendover and the Counties of Lander and Elko, by creating a strategic plan.

2.03. To complete an annual work plan based on the strategic plan and other planning processes, studies, and demonstration projects as may be requested by the Lander and Elko Counties or Cities.

2.04. To encourage citizen participation in the overall activities of the Authority for the benefit of both the residents and the business enterprises located within Lander and Elko Counties and the Cities.

2.05. To recommend appropriate federal and state legislation for the promotion of economic development and community development in the Counties of Lander and Elko and the Cities of Carlin, Elko, Wells, and West Wendover

2.06. To receive and expend grants from the Governor's Office of Economic Development or other funding sources as becomes available.

ARTICLE III

MEMBERSHIP

3.01. The Authority shall consist of a seven (7) member Executive Committee. The Committee will be comprised of Chairman, Vice-Chairman, and one member from each entity; the member can be either the Chairperson of the County Commission or an elected member of the respective boards with each elected board making the appointment of the member and the alternate, who is also an elected official or designated appointed official. The Immediate Past Chairman will sit on the Executive Committee as an ex-officio non-voting member. The entities being: Lander County , Elko County, the City of Carlin, the City of Elko, the City of Wells, and the City of West Wendover.

The NNRDA Board is an advisory board only and neither the Board nor any of its members can make policy or approve programs or expenditures.

3.02. All Executive Committee members and Board members will adhere to all policies and procedures of the NNRDA and Nevada's "Open Meeting Law". For Board meetings a majority of the members of the Board present at the meeting constitutes a quorum for the transaction of the business of the Board. A majority vote of the quorum present shall be required to make recommendation to the Executive Committee. No meeting shall be held if there are fewer than four (4) members in attendance. A tie shall be deemed a rejection of the proposal.

3.03. Government members of the Northeastern Nevada Regional Development Authority shall be reappointed on an annual basis by their respective Councils, Commissions and Boards. Government members may not hold the position of Chairman or Vice-Chairman of the Board.

3.04. The Chairman and the Vice-Chairman shall be elected by a majority of the vote of the Board on an annual basis. The term beginning on July 1 and running through June 30 of each year.

3.05. The members of the Authority shall serve without compensation.

ARTICLE IV

MEETINGS

4.01. Meetings shall be conducted in compliance with the Nevada Open Meeting Law requirements as set forth in NRS Chapter 241.

4.02. A quorum shall constitute the presence of at least four (4) members of the Executive Committee. Meetings may be conducted on a monthly basis. Minutes available within 30 days, even if

only in draft form.

ARTICLE V

The Authority shall have the following powers, privileges and authority:

5.01. To develop a county wide marketing plan and marketing strategy.

5.02. To apply for, receive and expend grants from the Governor's Office of Economic Development and revenue from member entities and private sector and other funding sources as they become available.

5.03. To acquire such supplies, equipment, or other property as may be necessary to enable the Authority to perform its duties under this Agreement.

5.04. To cooperate with the United States and State of Nevada and their agencies and political subdivisions and all private individuals, corporations, and other public and private organizations in carrying out the intent, purposes, and objectives of the Authority as set forth in this Agreement.

5.05. The Executive Director has the authority to appoint committees, study groups, business citizen committees and form other organizations or subdivisions pursuant to the laws of the State of Nevada.

5.06. To create and administer a local revolving loan fund for economic development purposes.

5.07. To make recommendation to governing bodies of Lander and Elko Counties and Cities with respect to:

a. Studies, surveys and investigations in support of economic development;
b. Efforts to obtain grant funds for specific economic or community development projects;
c. Support for legislation related to community and economic development;
d. Providing a forum for discussion and consideration of mutual problems and opportunities for development and thereby utilize as appropriate private citizens, special advisory councils and public conferences.

ARTICLE VI

TERM OF AGREEMENT

The term of this Agreement shall be ongoing and automatically renewed. The Agreement may be terminated by the adoption of a resolution to that effect by the governing bodies of the majority of the parties to this agreement.

ARTICLE VII

The activities of the Authority shall be financed through state grants and donations (in-kind and cash) provided by the Counties of Lander and Elko, the Cities of Carlin, Elko, Wells and West Wendover , the private sector and other funding sources as they become available. The Authority shall prepare and adopt an annual fiscal budget.

ARTICLE VIII

Upon termination of this Agreement as provided in Articles VI, all Authority assets shall be distributed and/or disposed of in accordance with any applicable agreements, laws, rules, or regulations. If there are not any applicable contract, rules, or regulations, the assets may be sold at public auction or through negotiations with the member Cities and Lander and Elko Counties for the best price obtainable. The proceeds from any such action shall be distributed to the member Cities and Counties according to the ratio which the total amount of all contributions made by each City and the Counties bears to the total contribution made by all the Cities and the Counties.

ARTICLE IX

This Agreement may be amended in writing and signed by all political subdivisions or agencies signatory to this present Agreement.

ARTICLE X

EFFECTIVE DATE

This Agreement shall be effective upon the adoption of a resolution by each of the political subdivisions named hereof and when so adopted, each such counterpart of the Agreement shall be deemed to be an original hereof.

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Governor's Office of Economic Development
808 West Nye Lane
Carson City, Nevada 89703
Phone: 775.687.9900
Fax: 775.687.9925

and

Lander County Economic Development Authority
315 South Humboldt Street
Battle Mountain, Nevada 89820
Phone: 775.635.4164
Fax: 775.635.1120

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

WHEREAS, NRS 231.057 authorizes the Office of Economic Development to enter into contracts for administrative or operating purposes to provide services that promote the economic development of this State and aid the implementation of the State Plan for Economic Development; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.

3. CONTRACT TERM. This Contract shall be effective upon approval to June 30, 2013, unless sooner terminated by either party as set forth in this Contract.

4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

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

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: INSURANCE SCHEDULE

7. CONSIDERATION. Lander County Economic Development Authority agrees to provide the services set forth in paragraph (6) at a cost of $3,333.33 per month the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: quarterly, not exceeding $40,000. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

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

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

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

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

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

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

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

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

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

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

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

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

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

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

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

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

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

LANDER COUNTY
Public Agency #1

Public Agency #1 Signature | Date: 4-JUN-2012 | Title: LANDER COUNTY EXECUTIVE DIRECTOR

LANDER ECONOMIC DEVELOPMENT AUTHORITY (LEDA)
Public Agency #2

Public Agency #2 Signature | Date | Title: LEDA - Chair

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On _____ (Date)

Approved as to form by:

On _____ (Date)

Deputy Attorney General for Attorney General,
State of Nevada

ATTACHMENT A

SCOPE OF WORK

The Lander County Economic Development Authority (LCEDA) will conduct economic development services as listed in the LCEDA "Scope of Work" dated May 1, 2012, and attached hereto.

METRICS

LCEDA will track, at a minimum, the following data for its region:

- Number of start-up businesses assisted, the number of associated jobs, and a brief description of the assistance
- Number of existing businesses assisted, the number of associated jobs, and a brief description of the assistance
- Number of leads for business relocations or expansions into Nevada from outside the state
- Number of qualified prospects for business relocations or expansions into Nevada from outside the state
- Number of site visits by prospective businesses
- Number of successful relocations
- Number of qualified prospects deciding not to locate in Nevada and primary reasons for that decision
- Number of businesses assisted in obtaining workforce training grants or programs
- Number of businesses assisted with international exports and a brief description of that assistance
- Number of connections made between existing businesses and foreign investors and a brief description of those connections
- Number of businesses assisted with establishing sponsored research projects at an institution within the Nevada System of Higher Education and a brief description of that assistance

The Governor's Office of Economic Development (GOED) may amend this attachment during the contract term to require additional metrics. GOED will provide a minimum notice of 30 days to LCEDA of changes to these metrics.

REPORTING

LCEDA is required to submit to GOED a report within 20 calendar days of the close of each quarter. No quarterly payment may be released to LCEDA before GOED's receipt of each report.

Each report must provide the data specified in "Metrics" above for the quarter being reported and compare them to previous quarters in this contract term.

Each report must comment on the progress toward or completion of the objectives, initiatives, and tactics detailed in LCEDA "Scope of Work" dated May 1, 2012. In conjunction with LCEDA, GOED may amend this Scope of Work during the contract term.

In addition, each report must address the following:

- A description of each activity undertaken with funding provided pursuant to this contract;
- The amount of total funding and the amount of state funding used for each such activity;
- Accomplishments achieved during the quarter;
- A statement of the benefit provided to the public during that quarter; and
- An analysis of the work needed to be accomplished in the next quarter in order to continue progress toward stated goals, including the jobs goal.

LCEDA must submit to GOED a report that summarizes the full year no later than 20 calendar days after the end of this contract term.

ATTACHMENT B

INSURANCE SCHEUDLE

INDEMNIFICATION:

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

Insurance Requirements for Governmental Parties to an Interlocal Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Interlocal Agreement:

If any part of this Agreement is contracted or subcontracted, Lander County Economic Development Authority shall require its contractor(s) and subcontractor(s) to name the State of Nevada as an additional insured to the same extent that the Governor's Office of Economic Development is named as an additional insured as required under the contract.

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 11

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding the Lander Economic Development Authority's (LEDA's) 2012 Economic Diversification, Community Business Enhancement and Marketing Plan and other matters properly relating thereto.

Public comment.

Background:
The Lander Economic Development Authority's (LEDA's) 2012 Economic Diversification, Community Business Enhancement and Marketing Plan is presented for Commission consideration.

The Lander Economic Development Authority, (LEDA), adopted the 2012 Economic Diversification, Community Business Enhancement and Marketing Plan during the regular meeting of the board, held Wednesday, June 6, 2012, and recommended approval by the Board of Commissioners.

Don Vetter, of Vetter PR, Inc., contractor to Lander County for public relations, advertising and marketing, and George Fennemore, LEDA member, will be in attendance to discuss this issue with the Commission.

Recommended Action:
It is recommended that the Commission approve the Lander Economic Development Authority 2012 Economic Diversification, Community Business Enhancement and Marketing Plan, as adopted by LEDA during the regular meeting of the board, held Wednesday, June 6, 2012.

Vetter PR, Inc.
Public Relations/Advertising/Issue Management
(775) 848-0670

June 6, 2012

Lander County Board of Commissioners Agenda Item for June 14. 2012 Meeting

Lander County Economic Development Authority:
2012 Economic Diversification, Community Business Enhancement and Marketing Plan

The Lander County Economic Development Authority has completed its 2012 Economic Diversification, Community Business Enhancement and Marketing Plan. This document and action plan is an outgrowth of the Future Industrial Needs Determination Project and LEDA's partnership with the Lander County Sustainable Development committee.

This plan represents hundreds of hours of community volunteer time and extensive outreach to the citizens of Lander County, combined with leading edge economic data gathering and analysis spearheaded by the University of Nevada

The plan carries two major areas of activity:

1. promotion of existing businesses through customer attraction and downtown revitalization, and to expand services per the outcome of community surveys and leakage studies, and
2. recruitment of new businesses and job centers, especially to diversify from the mining economy

A copy of the draft plan is part of this staff report as final review is taking place at the June 6 LEDA meeting.

Possible Action Items:

One tactical item in the plan is to begin the RFP/RFQ process for the hiring of a commercial/industrial relocation specialist to work with LEDA and the Community Business Matching model program of identified target industries which show high desirability and compatibility with existing infrastructure and resources.

A second item is the review of business and downtown enhancements to determine how the commission may help facilitate, or guide activities such as public-private partnerships to promote business attraction and downtown revitalization.

#11

Lander County Economic Development Authority

2012 Economic Diversification, Community Business Enhancement and Marketing Plan

www.landeropportunity.org

Future Industrial Needs Discovery Project

LEDA Board Members

Jon Sherve, Chair
jon_sherve@nv.blm.gov

Shar Peterson, Vice Chair
shar.peterson@newmont.com

George Fennemore, Member
gfennemore@barrick.com

Dee Helming, Member
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Amy Nelson, Member
amynelson0102@yahoo.com

Sandy Ayers, Member
newufitness@live.com

Paula Tomera, Member
bmcommerce@yahoo.com

Dean Bullock, County Commission Liaison

Gene Etcheverry, Executive Director

Introduction

A vibrant local economy is the foundation for a high quality of life. Residents of Lander County, Nev., have been living through "boom and bust" cycles related to the activity of the regional mining industry. The community's challenge is to move away from the historical economy of high peaks and deep valleys and find a holistic, sustainable economic development strategy.

This challenge was taken on through a partnership between the Lander County Economic Development Authority and the Lander County Sustainable Development Committee, whose combined effort and expertise explored potential economic stability through the Lander County Future Industrial Needs Determination (FIND) Project.

A key element of this quest, and the FIND project, was the Community Business Matching (CBM) Model developed by economists at the University of Nevada Cooperative Extension and Department of Resource Economics University Center for Economic Development.

Baseline infrastructure, demographic, community opinion, and business trend data were collected and utilized as inputs for the CBM model. It required the community to take a hard look at itself through qualitative and quantitative surveys as well as public meetings and forums.

Unlike many economic development tools, the CBM begins with a desirability index which quantified how Lander County citizens would take into account a particular business sector based on its economic, environmental, and social impacts. That was then measured with how well the location and infrastructure of Lander County suit the needs of a particular business sector.

The CBM program also allowed Lander County to take a look at the retail sector of business, which for many years has been hampered by leakage to other counties through a lack of availability, variety or service level.

This packet produced by The Younger Agency and Vetter P.R. for LEDA in part with funds from the Nevada Commission on Economic Development and the Lander County Commission. For more information on Lander County's economic development programs and projects, log on to www.landeropportunity.org.

The FIND project provide LEDA and the LCSDC the opportunities to look at existing master plans for the area and determine if these still offered viable tools and tactics to build a sustainable economy through community and retail business enhancements.

The results from the CBM model were used to identify potential development opportunities with the highest potential to be realized. It also identified "opportunity gaps" in the local retail landscape which is being used to help build local businesses organically as well as attract new retailers and other vendor services.

This 2012 Economic Diversification, Community Business Enhancement and Marketing Plan is the framework and focus that Lander County needed to move forward with a wide variety of outreach and marketing, infrastructure capacity building and community enhancements. It is Lander County's road map to a sustainable future.

The following studies and tools were utilized in developing this marketing plan:

- Housing Gap Analysis (UNR 2009);
- FIND Project GIS Database (Summit Engineering 2010);
- Community member survey (UNR 2010);
- Business community survey (UNR and BMHS 2010);
- Leakage Study and Retail Sector Analysis (UNR 2011);
- Community Business Matching (CBM) Model (UNR 2011);
- Business Attraction and Downtown Revitalization Program (LDSDC 2012 based on the draft 2005 Battle Mountain Master Plan);
- Community Development Initiatives (LDSDC 2012).

All source documents are available on www.sustainablelander.org.

The objectives of this plan mirror those established by the Lander County Comprehensive Economic Development Strategy (CEDS; April 2005) and the Battle Mountain Master Plan (July 2004), including:

- ensure orderly planning of future development,
- create growth patterns consistent with cost effective delivery of public services,
- utilize lands not currently in use,
- encourage growth in a manner compatible with the surrounding area,
- preserve existing agricultural use,
- attract additional business that diversify the mining economy,
- provide employment opportunities,
- promote local business,
- improve housing options, and
- improve educational opportunities.

Numerous economic development opportunities and activities have been identified via the FIND Project activities. This 2012 Marketing Plan does not attempt to pursue this entire list. Instead, it addresses an initial sequence of activities that are either necessary for subsequent

activities, or common activities identified in multiple components of the FIND Project research which fit within the current budget allowance. Subsequent phases of the marketing plan will pursue other identified activities in a sequence guided by the progress of these initial phases.

To begin with, this plan will have two areas of activity:

1. promotion of existing businesses through customer attraction and downtown revitalization, and to expand services per the outcome of community surveys and leakage study, and
2. recruitment of new business and job centers, especially to diversify from the mining economy.

The plan calls for these activities to proceed in parallel.

Like many economic development initiatives, this marketing plan has elements that are Lander County focused and elements that have a more regional nature. For example, recruitment of new business to I-80 corridor has an inherently regional nature, because these businesses will attract labor, customers, and vendors from multiple communities in the area. On the other hand, specific infrastructure and zoning requirements are inherently local to specific communities, because of the authorities needed to implement them.

Economic Development Goals

During its period of data collection and analysis, the FIND Project has defined economic development in terms of matching community resources with future business needs in alignment with community sensibilities to grow the local economy and employment base while diversifying from a mining base.

Stated regional and Lander County economic development goals have been established in previous efforts such as the Battle Mountain Master Plan (2004) and the Lander County CEDS (2005). These documents listed specific goals and policies:

Goals

- Create growth patterns within Battle Mountain consistent with designated types, amounts and intensities of land uses coordinated with cost effective delivery of public services.
- Ensure that future development is planned in areas where there exists the capacity to provide adequate public services and infrastructure.
- Preserve agriculture and ranching lands surrounding Battle Mountain and their associated uses; invest in/promote Agricultural use.
- Identify desired land uses, appropriate growth patterns and suitable lands available for expansion unhindered by development constraints such as floodplains, ownership or jurisdictional issues, etc.
- Improve economic conditions in order to:
- Overcome and detach from "Boom/Bust" economic cycle tied to mining and resource based industries;
- Attract a variety of additional commercial services;
- Attract new and keep existing residents.
- Provide for employment opportunities and services for the community.

- Promote and support local business and entrepreneurial enterprise.
- Increase availability, variety and quality of housing options.
- Improve school facilities and attract dynamic educators.
- Improve and provide for adequate public transportation options.
- Identify and implement measures to attract travelers off of I-80 and into town.
- Provide opportunities for special events and publicity to help stimulate interest in Battle Mountain as a unique place to visit and explore.
- Develop and adopt community design standards for site development, architecture and landscaping within Battle Mountain to improve appearance and guide beautification programs.
- Conduct enforcement of applicable codes and regulations to address violations that detract from community appearance and health, safety and welfare.

Policies

- Commercial and tourist uses should be encouraged in and around the new Interstate-80/305 interchange.
- A specific plan area should be developed for areas affected by the new on and off-ramps in Battle Mountain.
- Residential land uses should not be allowed to develop in commercial or industrial designated areas.
- Design standards for commercial and industrial landscaping and architecture should be developed and adopted.
- Improve the appearance of commercial and industrial areas through building rehabilitation or removal, street beautification programs, and improved development requirements utilizing sign controls and landscaping.
- Limit or mitigate land use and zoning conflicts through enforcement of the master plan and zoning ordinances.
- Advocate land use patterns that foster vitality, diversity and compatibility.
- Promote redevelopment programs to improve the quality of some deteriorated areas.
- Support infill development in vacant or underutilized areas.
- Create a mixture of quality housing stock to assist in the diversity of the community.
- Encourage development in areas that have existing infrastructure.

The marketing plan details the implementation of an initial sequence of activities towards meeting those goals and objectives.

The 2012 Marketing Plan is pursuing these activities because Nevada's I-80 corridor is experiencing a mining-related economic boom which is providing communities with growth capacity the impetus to achieve their growth goals. Recent experience has shown that public-private partnerships have been effective in attracting new businesses and services to the communities in the I-80 corridor.

Economic Trends

The economic trends were examined by studying key areas such as the regional and local retail sector, leakage, housing, community sentiment, infrastructure, and potential compatible plus desirable business partners. These studies are summarized below, with full reports available at www.sustainablelander.org.

Retail Sector Analysis

The University of Nevada Reno's (UNR's) Center for Economic Development conducted an analysis of the retail sector in Lander County and Battle Mountain. They reported on six primary areas:

1. an overview of the national, state and county trends in the retail sector,
2. analysis of the needs and perspectives of Battle Mountain business operators,
3. findings on the needs and perspectives of Battle Mountain consumers,
4. a trade analysis of downtown Battle Mountain,
5. retail sector surpluses and leakages, and
6. strategies to capture retail sector sales.

Leakage Study

Sales leakages occur regionally and in Battle Mountain when consumers make purchases outside the community. Knowledge of this leakage can provide information as to the potential retail sectors that could exist or expand in the community to potentially fulfill consumer demand and reduce leakages. The advantages of a reduction in retail leakage would be expanded retail business, additional employment, and increased quality of life.

The leakage study investigated the goods and services purchased by Battle Mountain consumers, and the locations of those purchases. Findings were summarized in Table 9 of the report available at www.sustainablelander.org. These findings indicated that the following sectors had local demand capable of supporting expansion:

- Food and Drinking Places,
- Clothing and Clothing Accessories,
- Motor Vehicle and Parts Dealers,
- Building Materials, Garden Equipment, and Supply Stores, and
- Sporting Goods, Hobby, Book, and Music Stores.

Housing

The UNR Center for Economic Development issued a housing report available at www.sustainablelander.org that indicates a significant gap (871 units) between the demand for housing and the county's available supply. The gap is caused and exacerbated by mining industry expansions, renewable energy development, and construction services supporting those sectors.

Compatible and Desirable Business Partners

Infrastructure and community survey data was input into a community business matching (CBM) model to identify commercial and industrial sectors that were compatible with the

area and its infrastructure plus desirable from a community perspective. Full documentation of the model results is available at www.sustainablelander.org.

The CBM model indicated that expansion of the following sectors, which are already present in the area, would be compatible and desirable with the community:

- Other Financial Investment Activities,
- Other Telecommunications,
- Individual and Family Services,
- General Freight Trucking,
- Residential Building Construction, and
- Electrical Power Generation, Transmission, and Distribution.

Because these sectors are already part of the Lander County and regional economy, marketing in these areas might be focused on assisting local businesses with organic expansion. For example, the Renewable Energy Development Study (REDS) was undertaken to assess the feasibility of developing renewable energy projects on public lands previously disturbed by mining. The study assessed the feasibility of various types of renewable energy production by looking at technical feasibility, costs, environmental implications, and permitting requirements. A complete version of the REDS report is available at www.sustainablelander.org.

The CBM model identified some new sectors for potential business recruitment that would have existing local demand for their services:

- Basic Chemical Manufacturing with local demand from mining, agricultural, fire-fighting, and road construction/maintenance activities,
- Scenic and Sightseeing Transportation, Other with local demand from tourists and visiting gamesmen, and
- Chemical and Allied Products Merchants Wholesalers with local demand from mining, agricultural, fire-fighting, and road construction/maintenance activities.

The CBM model also identified some new sectors for potential business recruitment that would be primarily export dependent:

- Petroleum and Coals Product Manufacturing,
- Textile and Fabric Finishing and Fabric Coating Mills,
- Animal Slaughtering and Processing,
- Metal and Mineral Merchant Wholesalers, and
- Leather and Hide Tanning and Finishing.

Mining and mining support sectors were also identified as growth opportunities by the CBM model. Although these sectors are highly valued in Lander County and the region, they are mature industries that are currently flourishing, and would not derive as much benefit from external marketing initiatives as other diversifying non-mining sectors.

Business Attraction and Downtown Revitalization

The opportunities to expand existing businesses and attract new business would be significantly enhanced through infrastructure improvements.

Recommendations in the Final Draft Master Plan 2005 for Battle Mountain, remain viable and desirable in accordance with its Vision Statement:

> *To plan for and create a thriving vibrant rural community and modern day quality of life expressive of Battle Mountain's rich heritage and pioneer spirit preserving of the areas unique western landscapes and supportive of a well -integrated self-sustaining local economy.*

Enhancement elements could include:

- Decorative elements: Retain historic elements. Consider mining as one thematic approach to addressing historical significance.
- Lighting: Safety and security while minimizing undesirable effects. The vast open spaces and star gazing could be emphasized.
- Landscaping: Improve the visual and environmental quality of the area. Specific plants should reflect the ecotone of the area and be able to survive year round (perennials).
- Signage: Appealing signs that are compatible with local character contribute to a neighborhood or District's cultivating local pride and invite travelers to stop. Consider consistent signs that tier off the thematic approach identified above that brand Lander County.

- Awnings: Pleasant resting place, cost effective in terms of conserving energy, add character and interest to the area, and identify and brand individual stores. Consider consistent awnings that tier off the thematic approach identified above that brand Lander County.
- Entrances: Original entry doors are still present throughout downtown Battle Mountain. Consider emphasizing the historical significance of these entry points to draw in consumers.
- Rear Facades: Rear entrances should be designed to complement their neighbors. Consistency in rear designs should include specific standards to business owners are expected to abide by.
- Traffic and Parking: Controlled organized travel and a safe pedestrian environment is crucial; parking lots should provide direct access to businesses and sidewalks are a necessity that should be included with new development. Parking lots and sidewalks could be designed and signed around the historic theme described above and used as opportunities to display local resources and recreation and business

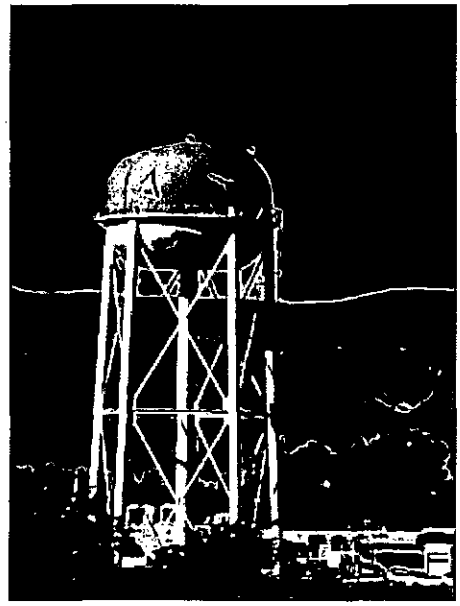
opportunities.

- Design: Attention to detail to ensure design compatibility with the community. Retention of historic elements and the thematic approach adopted by Battle Mountain and Lander County should be adhered to.
- Streetscape Treatment: Gateways and streetscapes play a crucial role in the image of a thriving community including appropriate landscaping, street trees, street furniture and lighting will help create attractive public spaces and define the visual character of Battle Mountain. A gateway into a community is much the same as a front door to a home. It serves as a symbolic entry to the community and provides an introduction into what is in the area.

An additional enhancement activity would involve participation in Nevada's Wi-Fi Program which would deliver free public Wi-Fi within participating communities. This free Wi-Fi could be used as a vehicle to promote advertising themes such as the "Glass Castle" strategy where the popularity of the locally-based novel Glass Castle could be sustained through association with the new strategies for local enhancement and development.

Community Development Initiatives

Data from the Community Business Matching Model Analysis and the Battle Mountain Retail Sector Analysis was analyzed to develop a set of recommended initiatives that focus on community development within and around Battle Mountain. The following community development initiatives are intended to improve the quality of life for current Battle Mountain residents while still taking into consideration sustainable growth. In addition, existing initiatives that fit the study results have been included here for discussion.



The results from all studies in their entirety are available on the Lander County Sustainable Development Committee website www.sustainablelander.org and more information about the committee and their on-going activities are also available on Facebook by searching "Sustainable Lander".

Entertainment & Recreation

Restaurant Variety – Restaurant selection in Battle Mountain is limited and residents expressed a desire for more variety. Increasing the number of restaurant choices would draw additional residents out to the downtown area to eat and could increase how frequently residents dine out. Chinese or Japanese is the most popular category desired by Battle Mountain residents; however a Chinese restaurant opened relatively recently. The next most popular category desired by residents is a Family Restaurant.

Additionally, survey results indicate a bakery is the most desired retail business in downtown Battle Mountain. Although the grocery stores offer fresh baked goods, either expanding the existing services or opening a new bakery is desired by residents.

Coffee/Internet Café (or Bakery) with Lounge Area – Although Battle Mountain residents did not express a strong interest in a coffee house or café opening, survey results show residents spent a large portion of their leisure time reading and using the computer/internet. There is currently a coffee shop in Battle Mountain, but expanding the lounge area to attract readers or internet users may be a lucrative option. An alternative to this option would be to offer wireless internet or a lounge area in a bakery.

Movie Theater – Survey results indicate there is a strong desire for a movie theater in downtown Battle Mountain. This corresponds with multiple comments received during the survey expressing a desire for more youth based activities. Youth based activities provide opportunities for kids to do something besides get in trouble. Movie theaters provide entertainment to local residents, including area youth. Additional recreational activities that are easy additions to other initiatives, such as an arcade in the movie theater, would provide children and teens with another activity at a relatively low additional investment.

Re-opening a bowling alley with an arcade would provide a similar level of youth and adult entertainment to the Battle Mountain community. When the bowling alley and arcade were open in Battle Mountain, it was a great asset to the community and enjoyed by several residents.

"All things Battle Mountain" Shop – Consider supporting small local entrepreneurs in Battle Mountain with a store to sell all of their homemade items. The store would be similar to The Nevada Store in Reno which specializes in retail sales of made in Nevada brand products. The store offers gift baskets featuring made in Nevada products such as barbeque sauces, rubs, chocolates, jams and coffees. Rural Nevada businesses, such as J.M Capriola Co. in Elko, send items to The Nevada Store in Reno to be sold. This type of retail store is a great way to support small businesses that are just getting started and also supports residents who are contemplating selling their homemade items.

Raceway Complex, Individual/Organized Sports – Downtown business owners experienced an increase in sales volume with sports activities in the community. Currently, the majority of sports activities are related to Battle Mountain High School. Expanding sports activities beyond the high school to the broader community would draw more business to the downtown area and further increase sales for business owners in Battle Mountain. Expanding the raceway complex so it is capable of hosting more/larger racing events, such as motocross and drag racing, would bring in additional revenue for the community and expand on existing infrastructure.

Another option that utilizes the existing racing infrastructure is off-road/desert racing. The current infrastructure could serve as staging areas for these types of racing events, and the wilderness surrounding Battle Mountain is an ideal environment for off-road racing.

A benefit of all of the potential racing options is that because these are generally not inexpensive sports to be involved in,

the crowd that participates is of a higher income level and has potentially disposable income to spend at local retailers, restaurants and lodging options.

Additional sports activities would also increase the number of activities available for the youth in the community. Renovating the golf course or potentially expanding the course to an 18-hole course could generate additional revenue for businesses. Renovation or expansion may allow the course to host larger tournaments and other fundraisers which generate more revenue.

Parks/Gardens – Residents who participated in the community survey were asked to list the top reasons they live in Battle Mountain. The top two reasons residents live in Battle Mountain are for the small town feel and wide open spaces. Preserving the beauty of rural Nevada and the area surrounding Battle Mountain is important to residents.

There are currently three parks in Battle Mountain that are maintained by Lander County and are heavily used by the community. Adding an additional park or expanding one of the current parks would provide great benefits to the Battle Mountain community such as providing place for people to get out of their homes and enjoy the scenery, a community gathering place, a venue for community events and festivals and a place for outdoor exercise. Adding additional walking trails, playground and exercise equipment and sports fields would increase the number of users and make current parks less crowded.

Another potentially successful option would be a community garden. A community garden can provide a creative outlet, reduces responsibility on the city/county in terms of operating costs and maintenance and can provide an area for growing produce or plants by individuals. Community gardens can also serve as entrepreneurial opportunities for individuals wishing to start non-profits focusing on gardening, wellness or job training programs.

Community Festivals/Events – Although business owners did not indicate that sales increased dramatically during events held downtown, organized festivals and events draw residents and out of town visitors to the downtown area which has the potential to increase sales. It also provides an alternative marketing opportunity for local businesses through sponsorship opportunities and by having booths at the events. Several residents commented on how Battle Mountain has lost events such as the Pony Express, Bluegrass Festival and Armpit events and how they would like to see the events return to the area. Festivals or events that tie into the history of the area (both Battle Mountain and Northeastern Nevada) preserve the small town feel of the community and celebrate the heritage of the community. Establishing a non-profit organization to organize and manage events provides an entrepreneurial opportunity and in collaboration with existing organizations, such as the Lander County Convention and Tourism, can assist with obtaining necessary funding for the events. It also provides an opportunity to partner with similar organizations at the state level or in surrounding states may draw in additional interest.

Retail Pricing & Customer Service - For all retail initiatives, low competitive prices need to be kept at the forefront of business owner's minds. Battle Mountain residents listed price as the most important factor when weighing retail options. Business owners also listed outside competitors as their main source of competition, specifically big box businesses such as Wal-Mart located in Winnemucca and Elko. Business owners need to make their pricing competitive in order to keep

residents from driving to a neighboring community to shop. Several residents were also vocal about their expectation for quality customer service when shopping locally. Residents in a small town expect a warm and friendly welcome when shopping in local stores and not having quality customer service may disenchant local residents.

Education

Community Education – Business skills development courses or continuing education courses can provide great benefit to business owners and other residents in a community. Battle Mountain residents expressed an interest in financial management and business planning classes specifically. Though a majority of owners reported very little interest in receiving information or assistance to improve or strengthen their operations, business owners can add value to their customers by continuing to expand their business knowledge. Classes offering basic information about marketing and social media can also help business owners reach new demographics and offer discounts or sales to residents and out of town visitors. These classes also help increase the skills of the general population, resulting in a more educated community and workforce.

Great Basin College – Job skills training is important to existing industries in Battle Mountain and is attractive to businesses looking to relocate to the area. Local training provides businesses with a skilled workforce pool to draw employees from and also continues to develop the skills of their employees. Occupational targeting in the CBM model indicates that occupational skills required in the construction sector, transportation sector and the wholesale sector are similar to the occupational skills required in the already present mining industry. In addition to programs that support the current dominant industry studies such as the Future Industrial Needs Discovery could be targeted to look at the development of programs that educate the workforce on future industries in the area, such as renewable energy development.

Community Health

Battle Mountain Aquatic/Fitness Center – Currently, Battle Mountain has an outdoor pool that is only available during the summer months. In addition, residents have indicated that the existing swimming pool is in need of an update. Upgrading the pool and renovating the facility for year-round use would provide multiple benefits to residents. The benefits include: supporting the school district's athletic program by allowing the formation of a swim team and making it available for school use and competition, physical therapy expansion opportunities (aqua therapy), and scuba diving training and certification programs. In addition, incorporating a fitness center would provide residents with another location to exercise and stay healthy.

Senior Citizens & Specialty Care – 39% of survey participants are over the age of 60. 2010 U.S. Census data shows 20.4% of the population in Lander County is between the ages 50 – 64 and 11.8% over the age of 65. Expanding care of senior citizens in Battle Mountain would allow more seniors to obtain the needed care locally and not have to travel to an outside community. A July 2011 study by the Battle Mountain Hospital revealed a desire for the increased availability of medicalspecialists and specialty services. An overlapping desire represented in both surveys was the need for in-home care in the Battle Mountain community.

The Battle Mountain General Hospital held a health fair in October 2011 which was very successful. Supporting the hospital and maintaining the health fair as an annual event will help seniors get access to some of the healthcare that they need.

Marketing Program

The 2012 Marketing Plan focuses on:

1. creating awareness of the opportunities and benefits of business expansion or relocation to the region and Lander County, and
2. encouraging businesses to expand or relocate locally.

The plan will rely on the baseline economic and community data developed by the FIND Project along with local and national business databases developed by UNR with specific company data and contact information.

To support this effort, LEDA will maintain a list of mining sites within the economic sphere of Lander County through the GIS database in order to:

- assist in identifying potential closing mine sites with available infrastructure for secondary industrial development and use,
- participate with surrounding BLM District Land Use Plans (LUPs) to incorporate sustainable development concepts and appropriate decisions that allow or accommodate secondary industry use of closed mine sites or other facilities on public lands, and
- update the Lander County Plan for Federal Lands upon completion of the Battle Mountain BLM District LUP to include concepts of sustainable development for public lands to provide consistency between the plans.

Relocation Specialists

There are companies that specialize in facilitating the transfer of information between communities and prospective business partners. This information would include community data, infrastructure information, permitting & zoning information, business needs, relocation incentives, and other relevant information. The retention of relocation specialists could be an efficient means of focusing the advertising effort, if specialists experienced with rural western communities were identified and managed.

Under this plan, the following activities would be pursued:

- A scope of work for a relocation specialist will be developed that includes duties and input relating to portions of the other advertising tasks described below.
- Requests for qualifications (RFQ) and billing rates responding to the scope of work will be transmitted to three or more companies that offer relocation specialist services.
- The RFQ's will be reviewed, and a preferred supplier will be recommended for retention if an acceptable response is received.
- Pending LEDA approval, the selected relocation specialist will be retained to execute the scope of work.

Branding

Branding is the art of differentiation that identifies features and characteristics that set communities apart. As such, branding requires continuity amongst community characteristics and marketing efforts so that the essence of a community is effectively reflected.

Starting in 2009, LEDA embarked on the "Betcha Didn't Know" branding campaign that has advertised the area via short factual statements regarding Lander County. Augmentation of the larger branding effort through branding of specific communities (e.g., Austin, Battle Mountain, etc.) will be necessary to address both regional and local scale economic development opportunities.

Under this marketing plan, the following branding activities will be pursued:

1. continuation of branding activities for Lander County and its economic sphere,
2. continuation of branding activities for individual communities (i.e., Austin and Battle Mountain), and
3. launch of additional branding efforts for communities or for specific-industry sectors.

This branding would take the form of activities such as:

- development and publication of logos on the www.sustainablelander.org website and facebook,
- publication of logos in printed media and advertisements, and
- presentation of logos on billboards and signage.

Advertising

With branding and community data in place, advertising efforts will disseminate that information to potential business partners. Advertising would be focused on primary opportunities identified in the retail business sector analysis and CBM model, and would follow techniques tailored for attracting identified target industries. The general categories for advertising will be:

- print and on-line advertisement,
- sales piece development, and
- cold calls.

Print and On-Line Advertisement – LCSDC and LEDA will work with their selected public relations consultants and/or relocation specialists to prepare advertising content focused on industries identified by the retail sector analysis and CBM Model. The UNR business survey data would be employed to guide the development of advertising material to address the specific interests of target industries. The prepared advertising content would then be placed in print media and/or on-line advertisements in venues where they would reach their target business audiences.

Under this plan, the following activities would be pursued:

- Preparation of an advertisement focused on the Other Financial Investment Activities sector,
- Preparation of an advertisement focused on the Other Telecommunications sector,
- Preparation of an advertisement focused on the Individual and Family Services sector,
- Preparation of an advertisement focused on the General Freight Trucking sector,
- Preparation of an advertisement focused on the Residential Building Construction sector,
- Preparation of an advertisement focused on the Electrical Power Generation, Transmission, and Distribution sector,

- Preparation of an advertisement focused on the Basic Chemical Manufacturing sector,
- Preparation of an advertisement focused on the Scenic and Sightseeing Transportation Other sector,
- Preparation of an advertisement focused on the Chemical and Allied Products Merchants Wholesalers sector,
- Preparation of an advertisement focused on the Petroleum and Coal Product Manufacturing sector,
- Preparation of an advertisement focused on the Textile and Fabric Finishing and Fabric Coating Mills sector,
- Preparation of an advertisement focused on the Animal Slaughtering and Processing sector,
- Preparation of an advertisement focused on the Metal and Mineral Merchant Wholesalers sector,
- Preparation of an advertisement focused on the Leather and Hide Tanning and Finishing sector,
- Identification of appropriate print and on-line venues for advertising placement,
- Placement of advertisements in the selected venues,
- Cold call delivery of the advertising material to target industries from each sector as identified by the UNR industry database, and
- Identification of a follow-up point of contact to respond to inquiries from businesses.

While this plan calls for preparation of 14 sector-specific advertisement packages, the general content of these packages is expected to be largely redundant but with some sector-specific content. The outline for these advertisement packages will be:

- Overview of the area with references to supporting documents,
- Map of the area with reference to the FIND Project GIS database,
- Distance charts to neighboring cities and metropolitan areas,
- Population statistics and demographics,
- Overview of business statistics, taxation, and incentives with references to supporting documents,
- Inventory of available properties for development along with potential mine site re-development opportunities, adding them to the FIND Project GIS web-site,
- Listing of community organizations,
- Inventory of community services and facilities,
- Inventory of recreation, attractions, and travel amenities,
- Special events listings,
- Information responsive to sector-specific issues as identified from the UNR sector surveys, and
- Current government and resource contact information.

These materials would take the form of a print publication and associated pdf-version for distribution.

Internal Marketing

Internal marketing efforts target local communities and businesses to enhance organic growth in the local economy. The goals of the internal marketing would be:

- educate local residents and businesses with regard to the results of the FIND Project and their meaning for economic development,
- promote local business by encouraging residents to spend at local stores on local goods,
- encourage improvement in local customer service to retain customers,
- prevent leakage by encouraging local suppliers and local shopping, and
- promoting public-private partnerships for economic development.

Under this plan, the following activities would be pursued:

- LEDA and LCSDC will host public events to present the results of the FIND Project,
- LEDA will work with the Chamber of Commerce to distribute FIND Project results to chamber members and to assist interested local businesses in starting or expanding ventures upon request,
- Print advertisements for a "Buy Local" campaign will be developed and placed in the Battle Mountain Bugle,
- Radio advertisements for a "Buy Local" campaign will be developed and placed on local radio,
- Signs, posters, and buttons promoting the "Buy Local" campaign will be developed and distributed to interested local businesses,
- A "Buy Local" webpage will be added to local economic development websites,
- E-blasts of the advertisements will be sent to Chamber of Commerce distribution lists, and
- LEDA and LCSDC will coordinate with the Chamber of Commerce to form public-private working groups to work on business attraction and community development initiatives.

Summary

The 2012 Marketing Plan incorporates elements of

- Economic Development Goals,
- Economic Trends,
- Business Attraction,
- Community Development, and
- Marketing

resulting in tasks identified pertaining to

- Branding,
- Advertising, and
- Internal Marketing.

The tasks are summarized in the attached table and figure.

Lastly, the plan calls upon LEDA and LCSDC to work with the Chamber of Commerce to develop public-private partnerships that pursue business attraction and community development initiatives on an ad hoc basis.

Expenditures for these activities would be funded in whole or in part by funding for the FIND Project Task 4 and LEDA funding for consultants. Expenditures would take the form of:

- consulting fees for logo, advertising, etc. development,
- publication costs,
- advertising costs,
- hosting costs for public events, and
- consulting costs for relocation specialists activities per the response to the scope of work.

Milestones and Measurables

The key plan milestones are summarized in the table below:

Task	Responsibility	Timeline
Branding		
Development and publication of logos	LEDA	7/1/2012
Publication of logos in print media nad advertisements	LEDA	12/31/2012
Presentation of logos on billboards ands signage	LEDA	12/31/2012
Advertising		
Develop scope of work for Relocation Specialists	LCSDC	7/1/2012
Solicit and review responese fto RFQ for Relocation Specialists	LCSDC	9/1/2012
Select and contract with a Relocation Specialist	LEDA	10/1/2012
Prepare advertisements for the 14 identi-fied target sectors	LCSDC	12/31/12
Identify print and on-line advertising placements	LEDA	2/1/2013
Place advertisements	LEDA	2/1/2013
Cold call deliver advertisements to target industries	LEDA	2/1/2012
Identify follow-up point of contact	LEDA	12/31/2012

Task	Responsibility	Timeline
Internal Marketing		
Public information events	LCSDC	7/1/2012
Distribute information through Chamber of Commerce	LEDA	7/1/2012
Implement "Buy Local" campaign	LEDA	12/31/2012
Form public-private ad hoc partnerships	LEDA/LCSDC	ongoing

Measurable progress will take the form of tracking the following:

- adoption of the Marketing Plan by the County Commissioners,
- selection of a relocation specialist to assist in the implementation of the marketing plan,
- the number of contacts with target industries (i.e., minimum of three contacts per identified sector),
- completion of a public information event,
- implementation of a "Buy Local" campaign, and
- formation of an ad hoc partnership to pursue a community development project.

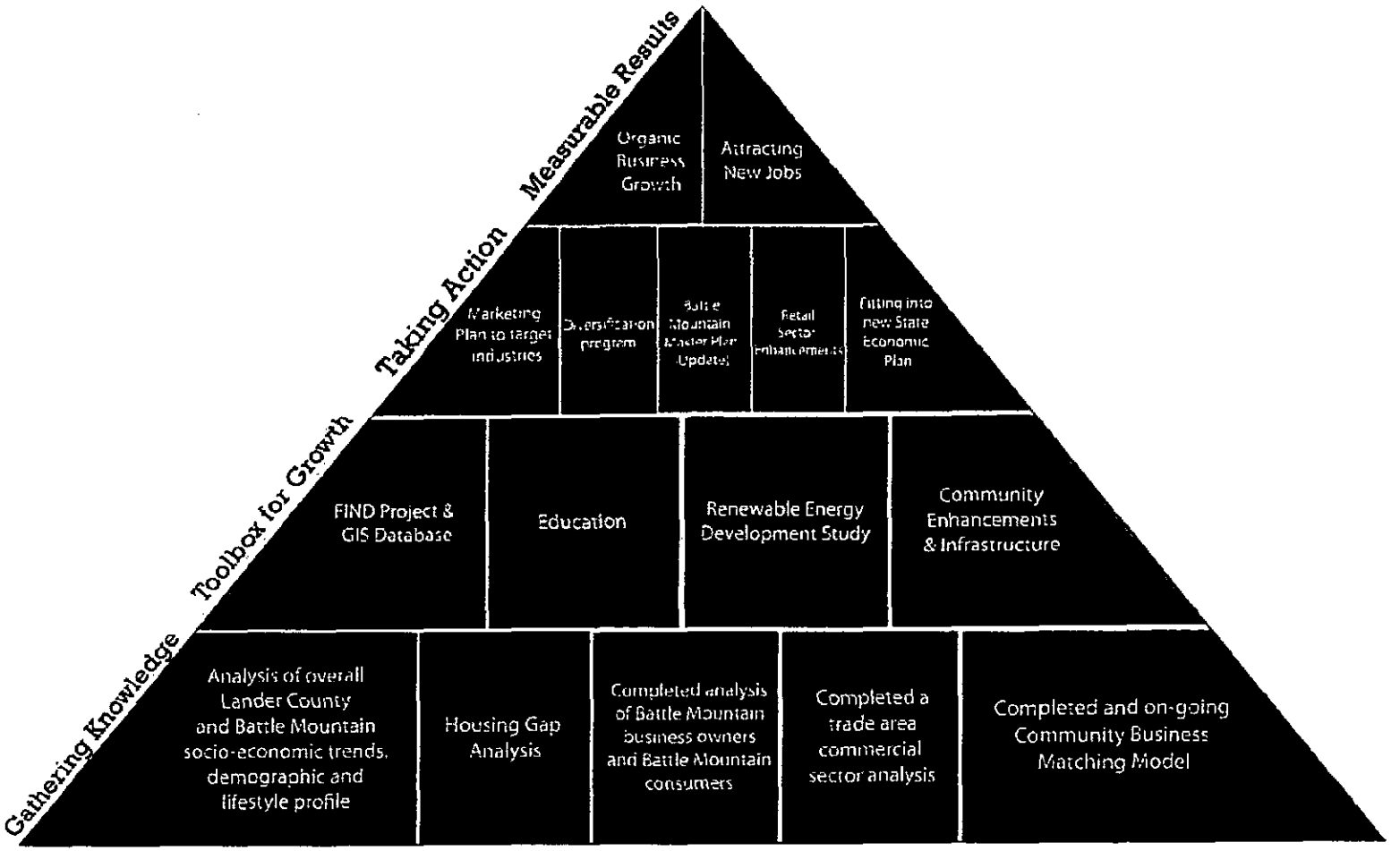
Welcome to Nevada's
"Lander of opportunity."

FIND Project Marketing Plan

Lander County Commissioners

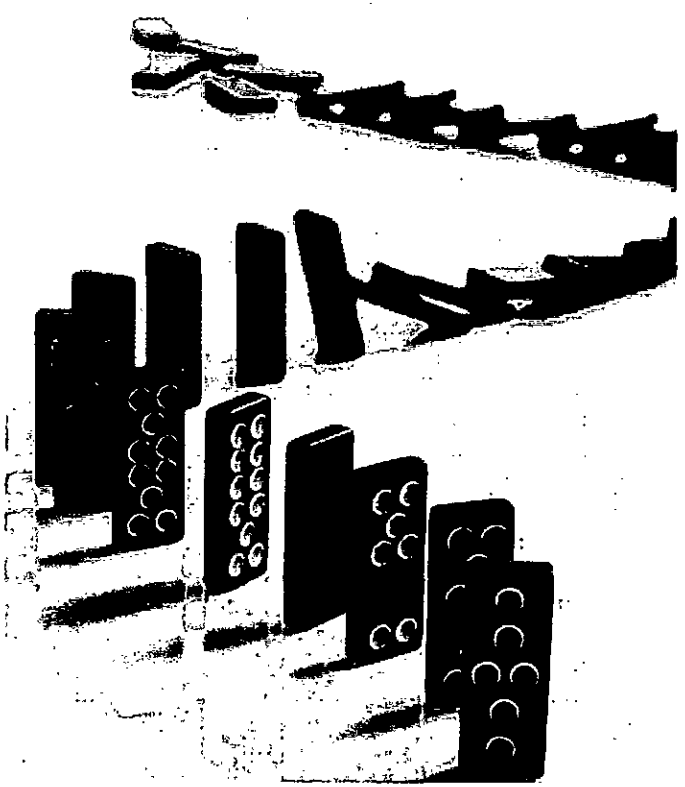
Battle Mountain, Nevada

June 14, 2012


Measurable Results
Organic Business Growth
Attracting New Jobs
Taking Action
Marketing Plan to target industries
Diversification program
Battle Mountain Master Plan Update
Retail Sector Enhancements
Fitting into new State Economic Plan
Toolbox for Growth
FIND Project & GIS Database
Education
Renewable Energy Development Study
Community Enhancements & Infrastructure
Gathering Knowledge
Analysis of overall Lander County and Battle Mountain socio-economic trends, demographic and lifestyle profile
Housing Gap Analysis
Completed analysis of Battle Mountain business owners and Battle Mountain consumers
Completed a trade area commercial sector analysis
Completed and on-going Community Business Matching Model

Marketing Plan Process

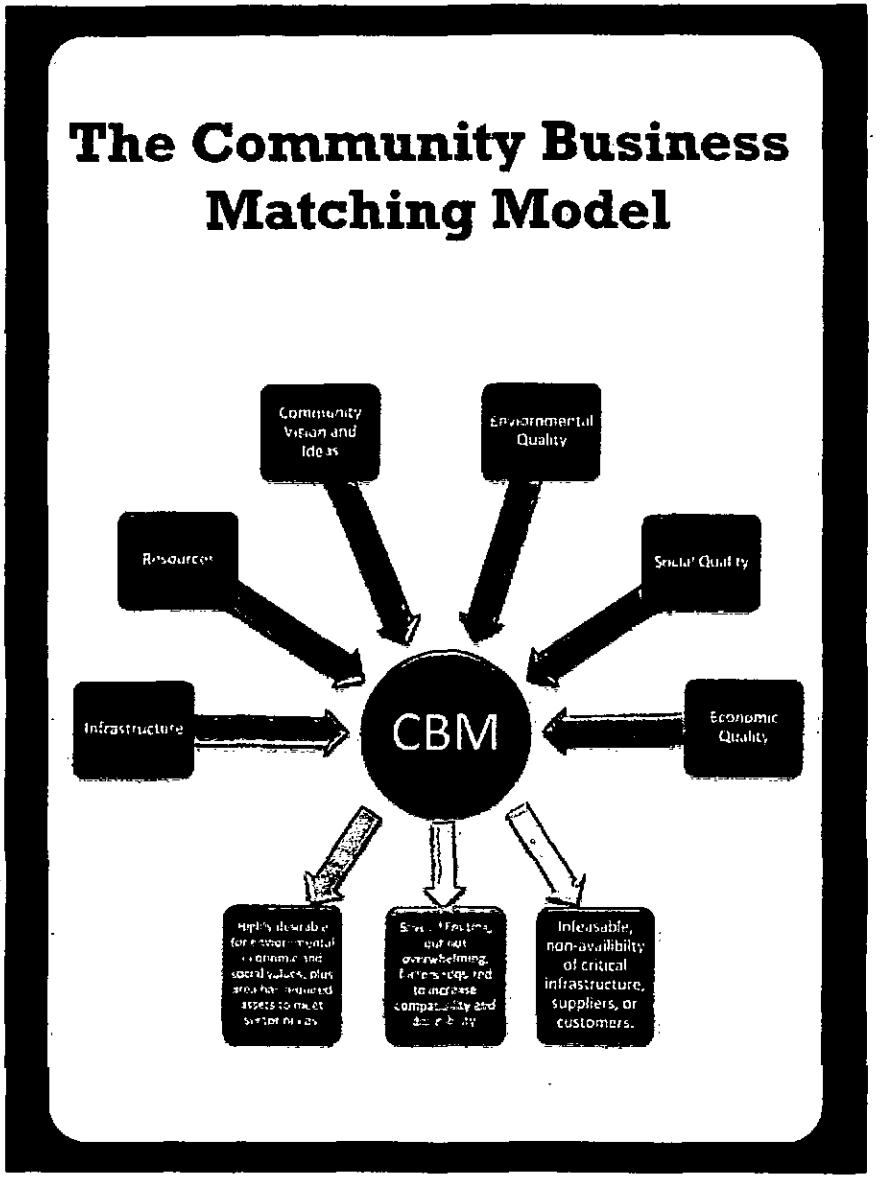
- Define Goals and Objectives
- Review Economic Trends
- Business Attraction
- Community Development
- Select Target Industries
- Market to Business Partners
  - Internal
  - External



Internal Community Development

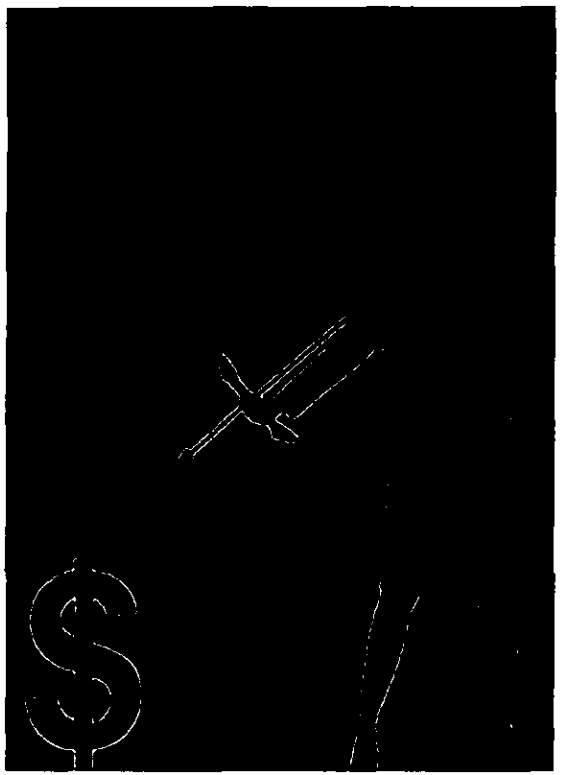
- Community Roundtables
- Community Projects (e.g., Youth Aquatic Center)
- Assistance for Local Business Expansion
- "Buy Local" Campaign
- Public-Private Partnerships for Business Attraction and Community Development Projects

External Marketing



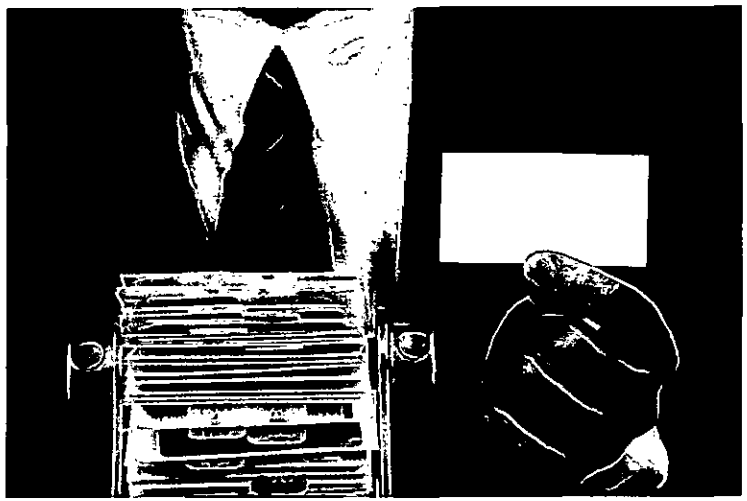
Target Business Sectors

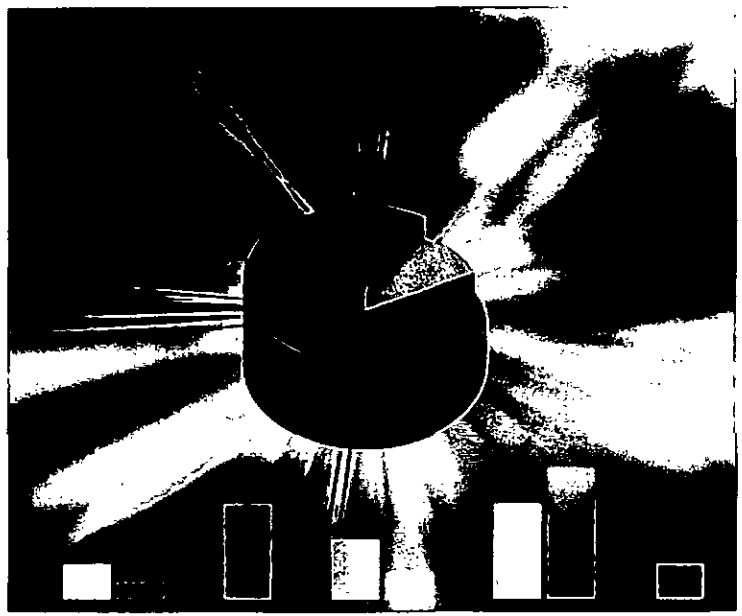
- Existing Businesses
  - Other Financial Investment Activities
  - Other Telecommunications
  - Individual and Family Services
  - General Freight Trucking
  - Residential Building Construction
  - Electrical Power Generation, Transmission and Distribution
- New Businesses with Local Customers
  - Basic Chemical Manufacturing
  - Scenic and Sightseeing Transportation
  - Chemical and Allied Products Merchants Wholesalers
- New Business with Export Potential
  - Petroleum and Coal Product Manufacturing
  - Textile and Fabric Finishing and Fabric Coating Mills
  - Animal Slaughtering and Processing
  - Metal and Mineral Merchant Wholesalers
  - Leather and Hide Tanning and Finishing



Advertising

- Assistance from Business Relocation Specialists
- Tailored Advertising to Targeted Business Partners
- Prepared Community Data Packages
- Follow-up





Next Steps

- Proposed activity schedule in plan
- Secured funding for activities from BLM, LEDA, Newmont, Barrick, and Goldcorp
- Solicit proposals and select Business Relocation Specialist
- Requests to Commissioners
  - Review and comment on plan
  - Approval to solicit Business Relocation Specialist proposals
  - Approval of a Business Relocation Specialist upon selection

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 12

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding letter of support and advocacy of the implementation plan of High Sierra Airlines (HSA) and its proposal and solicitation for the Small Community Air Service Development Program (SCASDP) and other matters properly relating thereto.

Public comment.

Background:

A letter of support and advocacy of the implementation plan of High Sierra Airlines (HSA) and its proposal and solicitation for the Small Community Air Service Development Program (SCASDP) is presented for Commission consideration.

Nations Investment Company (NIC) conceptualized and commenced establishment of High Sierra Airlines (HAS) as a Nevada regional airline nearly two (2) years ago in collaboration with the Town of Hawthorne, Mineral County, the Mineral County Economic Development Authority and specific businesses. The business plan for High Sierra Airlines is to operate a viable rural airline and provide commercial air service to un- and under-served rural communities within the state. HSA's business model is predicated upon a public-private partnership (3P) through which HSA would function as an 'enabler' of commerce and expand the transportation network within and among rural Nevada communities. The Small Community Air Service Development Program (SCASDP) grant will provide funding to establish the 3P framework for HSA to implement their business plan and operate the service.

Battle Mountain Airport (BAM) is exceptionally well-positioned and developed to function as a commercial airport. Establishment of such a service would greatly enhance the ROI for BAM.

The Lander Economic Development Authority (LEDA) accepted and approved the letter of support and advocacy during the regular meeting of the board, held Wednesday, June 6, 2012.

Recommended Action:

It is recommended that the Commission accept and approve the letter of support and advocacy of the implementation plan of High Sierra Airlines (HSA) and its proposal and solicitation for the Small Community Air Service Development Program (SCASDP) and authorize the Chairman to sign the letter.

Lander Economic Development Authority
Jon Sherve, Chair

June 6, 2012

Aloha Ley, Associate Director
Small Community Program
United States Department of Transportation
Washington, D.C.

Dear Ms. Ley:

The United States Department of Transportation ("DOT"), on May 8, 2012 through Docket DOT-OST-2012-0069, invited solicitation of proposals from communities and/or consortia of communities interested in obtaining a federal grant under the Small Community Air Service Development Program ("SCASDP"). The purpose of SCASDP is to provide assistance to small and rural communities in addressing the issues of air service and airfare in their communities. The SCASDP provides for a Private Public Partnership ("3P") framework so as to establish a Consortium for partnering in the submission. NATIONS INVESTMENT COMPANY ("NIC") had conceptualized and commenced establishment of a Nevada Entity, HIGH SIERRA AIRLINES ("HSA"), as a Nevada regional airline almost two years ago in collaboration with the Mineral County Economic Development Authority, the Town of Hawthorne and specific businesses.

Unlike the previous efforts to operate a viable rural regional airline in Nevada, HSA will operate on the premise of a comprehensive business model that enables access to the un- and under-utilized assets of these rural communities versus dependency on the appropriation of a governmental air service passenger subsidy for small communities (i.e. Essential Air Service – EAS). HSA's Business Model is predicated on HSA being the Logistical Access Catalyst for Rural Nevada. In this role, HSA would function as the enabler of commerce (e.g., people, goods and services) to these communities and redefine aspects of movement for business to these locations where over-the-road access is the predominant mode of transportation now.

The Lander Economic Development Authority (LEDA) officially acknowledges its support and advocacy of the implementation plan of HSA along with its proposal and solicitation for the SCASDP Grant. This letter should serve as LEDA's indication to the DOT of our intent to participate in this Initiative as a Supporter for the HSA Project within this 3P Framework. LEDA believes HSA's Business Model will provide a strategic business solution that is desperately needed for the transportation network of rural Nevada. The presence of a viable, rurally-focused regional airline will stimulate growth and make the promise of sustainable job creation a reality through reliable year-round scheduled air service. In formalizing our position as a Supporter of this Initiative, we are voicing our belief in the potential of HSA's operation

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

#12

furthering the economic development and viability of both the rural and urban Counties in Nevada.

Sincerely,

Jon Sherve, Chairman
Lander Economic Development Authority

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 13

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding update by Lew Lott, J-U-B Engineers, Inc., on the Battle Mountain Airport Layout Plan (ALP) and other matters properly relating thereto.

Public comment.

Background:
Lander County Airport Consultant and Engineer Lew Lott, J-U-B Engineers, Inc., will make a presentation to the Commission on the Battle Mountain Airport Layout Plan.

The need for an update to the existing Battle Mountain Airport (BAM) Layout Plan was discussed during a site visit to BAM on Friday, June 1, 2012, by Mr. Abel Tapia, Federal Aviation Administration, Airports District Office, San Francisco (FAA-ADO-SFO), the Program Manager assigned to both Lander County airport facilities.

Recommended Action:
Airport Consultant and Engineer Lott will make a recommendation to the Commission on this matter. **It is, however, highly recommended that any costs (County Share) associated with the update to the Battle Mountain Airport Layout Plan not exceed the amount budgeted in the Fiscal Year 2012-2013 Lander County Budget.**

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 14

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding update and request for direction by Lew Lott, J-U-B Engineers, Inc., on the Austin Airport fuel system project and other matters properly relating thereto.

Public comment.

Background:

Lander County Airport Consultant and Engineer Lew Lott, J-U-B Engineers, Inc., will request direction from the Commission on proceeding with the Austin Airport fuel system project.

The Federal Aviation Administration (FAA) Airports Capital Improvement Program (ACIP) grant paid 95% of the costs of performing the environmental review on the site at the Austin Airport where the fuel system was proposed to be placed. The environmental review was conducted during the early summer of 2009 with placement of the system (then) planned for summer of 2010. During the intervening period, the costs of installing a fuel system at the Austin Airport have risen, principally due to the imposition of more stringent environmental standards and thresholds. The cost of the acquisition and installation of a fuel system is not an approved project for FAA funding; therefore, 100% of the cost would be borne by the County.

$250,000.00 was originally set aside for the design, acquisition and installation of the Austin Airport fueling system. Approximately $45,000.00 was charged to the project for design, specifications and preparation of the bid package. Bids received for the project significantly exceeded the engineer's estimated project cost; again, primarily due to the respondents bidding the project to provide, construct and install such a system in full compliance with state and federal environmental regulations and standards.

It is important to note that any 'growing' of operations at the Austin Airport will require fuel availability for aircraft. However, the placement of a fueling system represents an ongoing cost to the County for maintenance, repairs, insurance and fuel sales administration.

Recommended Action:

Airport Consultant and Engineer Lott will make a recommendation to the Commission on this matter.

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 15

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding update by Lew Lott, J-U-B Engineers, Inc., on the current Battle Mountain Airport project and other matters properly related thereto.

Public comment.

Background:
Lander County Airport Consultant and Engineer Lew Lott, J-U-B Engineers, Inc., will make a presentation to the Commission on the Battle Mountain Airport Apron Rehabilitation Project.

This project is nearing completion with paving of the apron scheduled as early as today and tomorrow.

Recommended Action:
Airport Consultant and Engineer Lott will make a recommendation to the Commission on this matter, (if necessary).

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 16

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding update and progress report on the Yucca Mountain Program and other matters properly related thereto.

Public comment.

Background:
Lander County Yucca Mountain Oversight Program Consultant, Rex Massey will give an update and status report to the Commission on the Yucca Mountain Program

Recommended Action:
Mr. Massey will make any recommendations for action by the Commission on this item, (if necessary).

YUCCA MOUNTAIN PROJECT UPDATE

June 14, 2012

Lander County
Board of County Commissioners

Yucca Mountain Project

- **The Proposed Yucca Mountain Project is a Permanent Geologic Repository for Spent Nuclear Fuel from Commercial Nuclear Power Plants and Government Defense Related High-Level Nuclear Waste. Additionally, the Project will help fulfill certain international obligations and allow for future expansion of nuclear power in the United States.**

- **Spent Fuel and High-Level Nuclear Waste is currently stored at Nuclear Power Generating Stations as well as Defense and Department of Energy facilities. More than 40 sites around the U.S. function as temporary repositories.**

- **The Nuclear Waste Policy Amendments Act of 1987**
  - **Identified Yucca Mountain as the only candidate repository site**
  - **Setforth a <u>Prescriptive Process</u> for Repository Development**
    a. **Site Characterization**
    b. **Site Recommendation**
    c. **Licensing Review**
    d. **Construction Authorization**

- **The Repository Program including activities undertaken by Lander County is funded by fees charged to nuclear power users.**

- **Lander County is one of 10 Affected Units of Local Government with Yucca Mountain Oversight Responsibilities under Section 116(b). Such responsibilities include:**
  - Impact Assessment
  - Review Activities authorized under the NWPAA of 1987
  - Provide Public Information
  - Request information and make comments and recommendations
  - Licensing Participation

- **In 2008, the Department of Energy submitted the Yucca Mountain license application to the Nuclear Regulatory Commission (NRC) for review. The NRC is responsible for license review and construction authorization.**

The Yucca Mountain license review is an adjudicatory process overseen by a panel of administrative law judges and technical experts, commonly known as the Construction Authorization Board (CAB). The license review consists of two primary elements:

- Nuclear Regulatory Commission Staff Review-NRC unofficial redacted report found no technical reason to disqualify Yucca Mountain.
- Hearings on Contentions before the NRC's Construction Authorization Board (CAB).

- **Lander County along with Churchill, Esmeralda and Mineral Counties has 6 admitted**

contentions pending before the CAB. Kolesar/Leatham-Robert List is the attorney of record.

- **In early 2010, the Obama Administration announced its intent to terminate the repository program and withdraw the license application calling the project unworkable but providing no technical basis for their decision. The Administration also established a Blue Ribbon Commission to determine a new Approach to waste storage.**
  - One or more geologic repositories are needed-select, characterize, license and construction and new site.
  - Recommended additional waste management components not necessary for the Yucca Mountain.
  - The BRC recommendations add more than $100 billion to the waste management program.
- **In June of 2010 the CAB rejected the Administration's request to withdraw the Yucca Mountain license application noting that such an action would be contrary to the Nuclear Waste Policy Act of 1987.**
- **Several states, the National Association of Regulatory Utility Commissioners, and the Nuclear Energy Institute filed suit in the US Court of Appeals petitioning the court to determine the legality of the Administration's attempts to terminate the project.**
  - To date, the Court issued a ruling on the fee adequacy request-Decision was consistent with NWPA 1987 and maintained the direction established by Law.

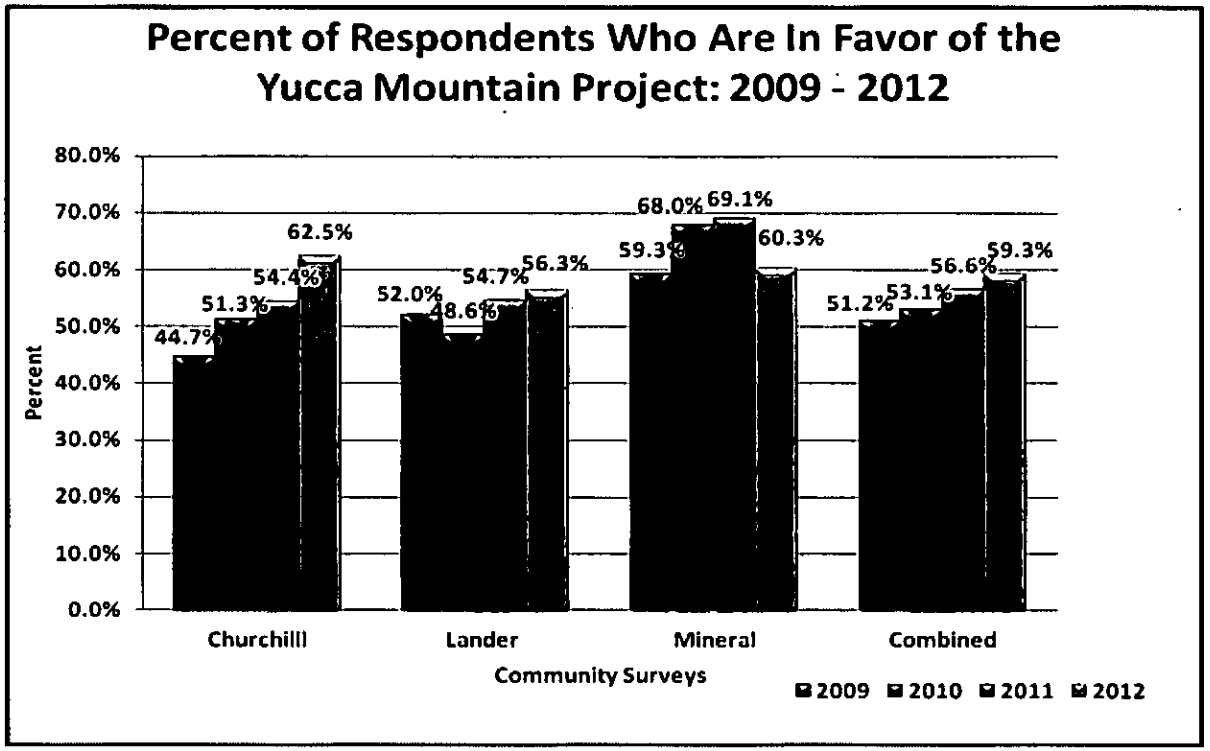
- Expect a Ruling on Licensing Withdrawal this Summer.

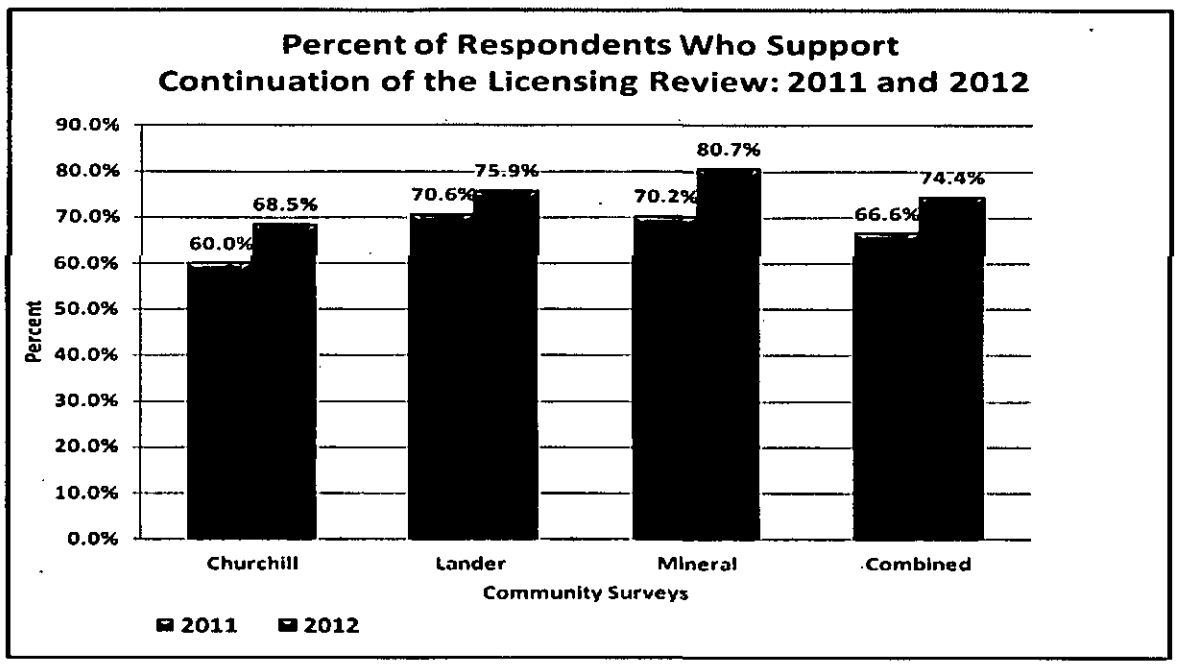
- **The 2012 Elections and the U.S. Court of Appeals Ruling will set the direction for repository development.**

Lander County Program Activities:

Projects:

- **Emergency Response Capabilities Review-Keith Westingard**
- **Community Survey with Battle Mountain and Austin High School Students-2 reports**


Percent of Respondents Who Are In Favor of the Yucca Mountain Project: 2009 - 2012
80.0%
70.0%
60.0%
50.0%
40.0%
30.0%
20.0%
10.0%
0.0%
Percent
44.7%
51.3%
54.4%
62.5%
52.0%
48.6%
54.7%
56.3%
59.3%
68.0%
69.1%
60.3%
51.2%
53.1%
56.6%
59.3%
Churchill
Lander
Mineral
Combined
Community Surveys
2009
2010
2011
2012



- **GIS Recommendations**
- **Annual Baseline Report**
- **Lessons Learned Project**

Oversight Activities:

- **Monitor Activities of the Blue Ribbon Commission**
- **Nuclear Waste Technical Review Board**
- **State's Commission on Nuclear Projects and Nuclear Waste Project Office**
- **Court Challenges**
- **Maintain interaction with other oversight agencies**
- **The U.S. House of Representatives provided $45 million for Yucca Mountain activities in 2012-13 with significant support from both parties.**

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 17

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding current status and alternatives with respect to the Battle Mountain Water System Well #2 and other matters properly related thereto.

Public comment.

Background:
Lander County Public Works Foreman Jacob Edgar and County Engineer Steve Brigman will make a presentation to the Commission regarding the current status and alternatives with respect to the Battle Mountain Water System Well #2.

Recommended Action:
Public Works Foreman Edgar and County Engineer Brigman will make recommendations for Commission action on this item, (if necessary).

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 18

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding the Mountain View Golf Course greens emergency replacement project and other matters properly relating thereto.

Public comment.

Background:

Public Works Foreman Jacob Edgar and Executive Director Gene Etcheverry will present a status report, alternatives and contract for the Mountain View Golf Course greens emergency replacement project.

This project was undertaken as an emergency project due to the desperate condition of the greens at Mountain View Golf Course. The conditions were bad enough to seriously consider the alternative of closing the course for play during the current golf season. Additionally, soil and turf analysis revealed mold and other soil conditions that would have prevented the greens from recovery to an acceptable playing surface in the future.

Recommended Action:

It is recommended that the Commission recognize and establish the emergency situation at Mountain View Golf Course and select the alternative proposed which will provide 10 new USGA greens with modified putting surfaces, resulting in improved playing conditions and more manageable maintenance in the future.

Mountain View Golf Course

Greens renovation Proposal 2012

Description of work; To remove exsisting putting surface turf, grade/shape best possible surface using exsisting material, install new sod supplied West Coast Turf (Greens will be returned to basic look prior to loss of turf)

Scope of work:

Strip/remove exsisting putting surface sod haul to area designated by supertiendent

Roto-till putting surface material

Fine grade putting surface for sod installation

Sod installation (A-4 Bentgrass approx 47,000 sf) to be supplied/installed by West Coast Turf

Cost;

Mobilization;	9,500.00
Specialized Shaping	57,000.00
West Coast Turf	85,000.00
Total Cost	**151,500.00**

Construction notes:

Specialized Shaping Construction (Price includes all materials, labor and equipment to perform job)

Approx 3-4 weeks to complete

#18

Mountain View Golf Course

Greens renovation Proposal 2012

Description of work: Build 10 new modified USGA greens putting surface, Greens will have basic exsisting look with modified putting surface contours for better playability. Exsisting greens are built from native materials (also known as push up greens) USGA green will provide much better putting surface along with more manageable maintenance in the future. Exsisting irrigation would remain in place.

Scope of work:

Strip/remove exsisting putting surface, and 15' of surround/slope sod, haul to area designated by supertiendent

Core new putting surface

USGA greens construction (install drainage 4" ADS perf pipe, 4" gravel layer, 12" sand layer)

Fine grade putting surface for sod installation

Sod installation (A-4 Bentgrass approx 4,700 sf, blue/rye sod approx 4,000 sf per green complex)

Cost:

Mobilization	$12,500.00
Specialized Shaping	$166,200.00
West Coast Turf	$109,500.00 (Total sod needed 47,000 sf A-4 bentgrass, 40,000 sf blue/rye)
Total Cost	**$288,500.00**

Construction notes:

Specialized Shaping Construction (Price includes all materials, labor and equipment)

Approx 6-8 weeks to complete

Mountain View Golf Course

Greens renovation 2012

Description of work: Design/Build 10 new USGA greens with new irrigation (using exsisting green sites completely reshape green with material already in place)

Scope of work:

Strip/remove approx 12,000 to 14,000 sf of turf per green complex

Remove exsisting irrigation cut and cap

Shape new greens complex

USGA greens construction (install drainage 4" ADS perf pipe, 4" gravel layer, 12" sand layer)

Install new irrigation loop (using Rainbird 751 decoder sprinkler heads, to match future system)

Fine grade putting surface/surrounds for sod installation

Sod installation (approx 4,700 sf bentgrass, approx 8,500 sf blue/rye sod per complex)

Cost:

Mobilization	$13,500.00
Specialized Shaping	$237,200.00
West Coast Turf	$136,000.00 (Total sod needed 47,000sf A-4 bentgrass, 85,000sf blue/rye sod)
Total Cost	**$386,700.00**

Construction notes:

Specialized Shaping Construction (Price includes all materials, labor and equipment)

Approx 10-12 weeks to complete

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 19

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding the request of Jay Fischer to waive hook-up fees to the Battle Mountain Water System and other matters properly related thereto.

Public comment.

Background:

The request of Mr. Jay Fischer for waiver of the hook-up fees to the Battle Mountain Water System is brought before the Commission for consideration.

Mr. Fischer provided his expertise in hydrology to the Battle Mountain Water System during the development of the Arsenic Mitigation Project. Mr. Fischer rendered his services at no cost to the System and with the full support of his employer, Newmont Mining Corporation.

During the course of project development, an understanding was established that Mr. Fischer would be allowed to hook up to the system, which runs down the street immediately adjacent to his property, without paying hook-up fees. Fischer's well has recently failed and he would like to hook-up to the system.

Lander County Public Works Foreman Jacob Edgar and County Engineer Steve Brigman will be in attendance to provide further details to the Commission on this item.

Recommended Action:

It is recommended that the Commission grant the request of Mr. Jay Fischer and waive the hook-up fees to the Battle Mountain Water System.

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 20

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding award of bid for the Battle Mountain 2012 Road and Bridge Department Road Rehabilitation Project and other matters properly relating thereto.

Public comment.

Background:
The Schedule of Bids Received for the Battle Mountain 2012 Road and Bridge Department Road Rehabilitation Project is presented for Commission consideration.

Lander County Road and Bridge Foreman (North) Donald Negro and County Engineer Steve Brigman will present the Schedule of Bids Received to the Commission.

Recommended Action:
Road and Bridge Foreman (North) Donald Negro and County Engineer Steve Brigman will make a recommendation for award of bid for the Battle Mountain 2012 Road and Bridge Department Road Rehabilitation Project.

Ag. 20

AGENDA REQUEST FORM

MEETING DATE: June 14, 2012

NAME: Donald Negro REPRESENTING: Road & Bridge

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

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

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 775-635-2728

WHO WILL BE ATTENDING THE MEETING: Donald Negro

JOB TITLE: Road & Bridge Foreman

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Discussion and possible action on award of Lander County 2012 Road Rehabilitation Project Bid

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE?
Award bid to Hunewill Construction

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST?
AMOUNT $1,166,835.09 X YES NO

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

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

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

FOR REVIEW BY:

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

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE

Donald Negro

MEETING DATE: June 14, 2012

#20

Advertisement for Bids

Lander County
315 South Humboldt St.
Battle Mountain, NV 89820

Public Works Project Identifying Number (PWP) LA-2012-252

Separate sealed Bids will be received by Lander County, the OWNER, for construction of the **Battle Mountain 2012 Road Rehabilitation Projects** at the office of the Lander County Clerk located at 315 South Humboldt, Battle Mountain, Nevada 89820 at **11:00 a.m.**, local time, on **June 6, 2012** and then at said office publicly opened and read aloud.

The Work consists of approximately 505,477 SF of street rehab using cement recycled aggregate base stabilization and new asphalt pavement and other related work.

Copies of the Contract Documents may be obtained at the office of the ENGINEER located at Shaw Engineering, 20 Vine Street, Reno, Nevada 89503, upon payment (nonrefundable) of $40.00 for each set. At the request of prospective Bidders, the Contract Documents can be mailed for an additional fee to cover the cost of postage and handling (at cost). The ENGINEER will record only those parties who have obtained the Contract Documents from the office of the ENGINEER.

A pre-bid conference will not be conducted.

Each Bid must be submitted on the prescribed form (separate Bid package) and accompanied by a certified check or Bid Bond in an amount of not less than five percent (5%) of the base Bid amount. Successful Bidders will be required to furnish both a payment Bond and performance Bond in the full amount of the contract price.

State Prevailing Wage Rates are applicable to the Work.

OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work.

If the contract is awarded, OWNER will award the contract to the lowest responsive, responsible Bidder. The low Bidder will be determined on the basis of the base Bid plus any alternates which are accepted by the OWNER in the sequential order they are listed.

END OF SECTION

SHAW
ENGINEERING

June 11, 2012

Lander County Commissioners
Lander County, Nevada
315 South Humboldt
Battle Mountain, Nevada 89820

RE: Battle Mountain 2012 Road Rehabilitation Projects
Recommendation of Award

Gentleman:

Shaw Engineering has reviewed the bid proposal submitted by H.E. Hunewill Construction (Hunewill). Hunewill is the apparent low bidder. There bid amount is $1,166,835.09. They have satisfactorily completed the forms associated with the bid proposal package and in the opinion of Shaw Engineering has submitted a responsive and responsible bid. Furthermore, they are qualified to perform the work with regard to licensure and experience.

Shaw Engineering therefore recommends the award of this project to Hunewill.

If you have any questions or comments please feel free to call anytime.

Sincerely,

Steve Brigman, P.E.
Project Engineer

cc: Gene Etcheverry, Executive Director
Donald Negro, BM Road & Bridge Foreman

Attachments: Bid Tabulation

20 Vine Street
Reno, Nevada
89503
Telephone:
775.
329.5559
Facsimile:
775.
329.5406
Email:
www.
shawengineering
.com

PUBLIC WORKS PROJECT
ROAD REHABILITATION
BATTLE MOUNTIAN
JUNE 6, 2012 AT 11:00 A.M.

NO.	NAME	BID AMOUNT	BOND (Y/N)
1	A&K Earth Movers	1,618,212.41	yes
2	Hunewill	1,166,835.09	yes
3	Granit Construction	1,799,730.00	yes
4	Q&D Construction	1,399,325.40	yes
5	Road & Highway Builders	1,707,085.49	yes
6	Sierra Nevada Construction	1,663,007.04	yes
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Cathy Myers
Molly Bongaly

Battle Mountain Road and Bridge Department
Battle Mountain 2012(CHABS) Road Rehabilitation Project
Bid Tabulations
June 6, 2012

Item	Description	Qty	Unit	Engineer's Estimate		Nunwell Construction		Granite Construction		A & K Earthmovers		Q & D Construction		Road & Highway Builders		Sierra Nevada Con.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	2nd Street – From Galena St to Tule St	103,640	SF	$3.50	$362,740	$2.17	$224,899	$3.44	$356,521.60	$3.09	$320,247.60	$2.65	$274,646.00	$3.00	$310,920.00	$3.10	$321,284.00
2	4th Street – From Sonoma St to Mountain St	107,040	SF	$3.50	$374,640	$2.17	$232,277	$3.44	$368,217.60	$3.09	$330,753.60	$2.65	$283,656.00	$3.00	$321,120.00	$3.10	$331,824.00
3	5th Street – From Altenburg Ave to Humboldt St	85,625	SF	$3.50	$299,688	$2.17	$185,806	$3.44	$294,550.00	$3.09	$264,581.25	$2.65	$226,906.25	$3.00	$256,875.00	$3.10	$265,437.50
4	6th Street – From Broad St to Humboldt St	27,792	SF	$3.50	$97,272	$2.17	$60,309	$3.44	$95,604.48	$3.33	$92,547.36	$2.70	$75,038.40	$5.00	$138,960.00	$3.10	$86,155.20
5	4th Street – From Weaver Ave to Good St	19,035	SF	$3.50	$66,623	$2.17	$41,306	$3.44	$65,480.40	$3.33	$63,386.55	$2.70	$51,394.50	$5.00	$95,175.00	$3.10	$59,008.50
6	Galena Street – From Altenburg Ave to 2nd St	81,609	SF	$3.50	$285,632	$2.17	$177,092	$3.44	$280,734.96	$3.09	$252,171.81	$2.65	$216,263.85	$3.00	$244,827.00	$3.10	$252,987.90
7	Scott Street - From 6th St to 2nd St	80,736	SF	$3.50	$282,576	$2.17	$175,197	$3.44	$277,731.84	$3.09	$249,474.24	$2.65	$213,950.40	$3.00	$242,208.00	$3.10	$250,281.60
8	Concrete Repair and Replacement	1,000	SF	$0.00	$0	$25.00	$25,000	$17.80	$17,800.00	$12.50	$12,500.00	$15.00	$15,000.00	$35.00	$35,000.00	$37.00	$37,000.00
9	Utility Adjustments	62	EA	$0.00	$0	$725.00	$44,950	$695.00	$43,090.00	$525.00	$32,550.00	$685.00	$42,470.00	$1,000.00	$62,000.00	$952.07	$59,028.34
				Total Bid	$1,769,170		$1,166,835.09		$1,799,730.88		$1,618,212.41		$1,399,325.40		$1,707,085.00		$1,662,007.04

Bid Proposal

Table of Contents

00400 Bid Proposal

Contract Identification:

Battle Mountain, Nevada, 2012 Street Rehabilitation Projects

This Bid is Submitted To:

Lander County
315 South Humboldt St.
Battle Mountain, NV 89820

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with **OWNER** in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of **OWNER**.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress , and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of Work to be performed by **OWNER** and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given **ENGINEER** written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Bidding Documents, and the written resolution thereof by **ENGINEER** is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder is aware that project funding is being provided in whole or in part by Lander County.

L. Bidder understands that State Prevailing Wage Rates are applicable on this project.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over **OWNER**.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bid Schedule

Item No.	Description	Estimated Quantity	Unit Price	Total Estimated Amount
1.	**2nd Street CRABS Rehabilitation – From Galena St to Tule St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	103,640 SF	3.09 ~~3.24~~ /SF	320,247.60 $ ~~335,793.60~~
2.	**4th Street CRABS Rehabilitation – From Sonoma St to Mountain St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	107,040 SF	3.09 ~~3.24~~ /SF	330,753.60 $ ~~346,809.60~~
3.	**5th Street CRABS Rehabilitation – From Altenburg Ave to Humboldt St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	85,625 SF	3.09 ~~3.24~~ /SF	264,581.25 $ ~~277,425.00~~
4.	**6th Street CRABS Rehabilitation – From Broad St to Humboldt St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	27,792 SF	3.33 ~~3.24~~ /SF	92,547.36 $ ~~95,048.64~~
5.	**4th Street South CRABS Rehabilitation – From Weaver Ave to Good St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	19,035 SF	3.33 ~~3.24~~ /SF	63,386.55 $ ~~65,099.90~~
6.	**Galena Street CRABS Rehabilitation – From Altenburg Ave to 2nd St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	81,609 SF	3.09 ~~3.24~~ /SF	252,171.81 $ ~~264,413.16~~

7.	**Scott Street CRABS Rehabilitation – From 6th St to 2nd St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	80,736 SF	3.09 ~~3.24~~ /SF CS	249,474.24 ~~$261,564.64~~ CS
8.	**Concrete Repair and Replacement:** The work includes providing all labor, materials, equipment, and services necessary to repair or replace existing concrete valley gutters, sidewalks, curbs, and gutters; driveways and other concrete surfaces; includes concrete, aggregate base, form work and incidentals.	1,000 SF	$12.50 /SF	$ 12,500.00
9.	**Utility Adjustments:** The work includes providing all labor, materials, equipment, and services necessary to lower facilities that conflict with the CRABS work and restore those facilities after CRABS rehabilitation is complete.	62 EA	525.00 /EA	$ 32,550.00
	Total Bid Price (Sum of Bid Items 1 thru 9)		$ 1,618,212.41 ~~$1,694,224.34~~ CS	

See Section 01110 Summary of Work for additional information regarding description of the work in the Bid Schedule. Also, see project map in Section 00300 of the bid documents.

Unit prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially completed after the date when the contract times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work (and Milestone) within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

A. Bid Bond
B. List of Subcontractors
C. Major Material Suppliers Information
D. Affidavit of Preferential Bidder Status

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on 6/6, 20 12

State Contractor License No. 24548 Contractual Limit $ UNLIMITED

I have ☐ have not ☑ applied for a one time raise in limit with the State of Nevada State Contractors Board.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(*Individual's signature*)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(*Signature of general partner --attach evidence of authority to sign*)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: A. K. Earth Movers, Inc. (SEAL)

State of Incorporation: Nevada

Type (General Business, Professional, Service, Limited Liability): General Engineering

By: _____
(*Signature --attach evidence of authority to sign*)

Name (typed or printed): Scott R. Hiatt

Title: Vice-President **(CORPORATE SEAL)**

Attest: _____
(*Signature of Corporate Secretary*) Christian Gross, Corp. Secty

Business address: 12251 Rubble Canyon Ct, Sparks, NV 89434

SPECIAL MEETING OF THE BOARD OF DIRECTORS
A & K Earth Movers, Inc.
July 17, 2006

Attending: Mike Hiatt, Bart Hiatt, Sharon Ream, Chris Spross, Sandie Cole
By Phone: Scott Hiatt, Kelly Hiatt

A special meeting of the Board of Directors of A&K Earth Movers, Inc. was held on Monday, July 17, 2006 beginning at 4:15 p.m. for the purpose of accepting Kenneth P. Hiatt's resolution to resign from the position of President of A&K Earth Movers, Inc.; to finalize the Agreement for the Buy-Out of his share of A&K Stock (copy attached made a part of these minutes); to elect new officers for A & K, effective July 1, 2006; to address the issue of additional signatories for the purpose of signing bid documents and checks; and to establish Corporate authority giving the President and both Vice Presidents authority to sign independently and individually on behalf of A&K, and to be attested to by the Secretary for the purpose of transacting any real estate transactions or any and all other business related issues.

Upon motion, second and unanimous vote of the Members, Kenneth P. Hiatt's resolution to resign as President and to finalize the Buy-Out Agreement of his share of A&K Stock was accepted.

Upon motion, second and unanimous vote of the Members, it was accepted that Bart Hiatt would be the President of A&K.

Upon motion, second and unanimous vote of the Members, it was accepted that Sharon J. Ream would be the Treasurer of A&K.

Bart addressed the Board regarding the need for new signatories for A&K for the purpose of signing bid documents. Sharon stated that she e.mailed everyone in this regard and Kim Bell and Jayme Giovanetti responded stating that there was a need for another signatory in the Reno office for bid documents, as there are time when Mike and Bart are both out of town. It was suggested that making Chris Spross the Secretary of A & K would help alleviate this problem.

Upon motion, second and unanimous vote of the Members, it was accepted that Chris Spross would be the Secretary of A&K , giving him authority to sign bid documents and any other necessary documents relating to the position of Secretary.

Sharon indicated that adding signatories on the checking accounts would require extra changes and since we have Bart's signature stamp there is no need for that. She did recommend, however, that Kim Bell and Dee Erxleben be bonded, as Kim is a signatory on the Reno checking account and Dee is authorized to use Bart's signature stamp upon his approval. It was decided that we would get both Kim and Dee bonded and not add an additional signature on the checking accounts.

Upon motion, second and unanimous vote of the Members, it was accepted that the President and both Vice Presidents could sign independently and individually, and to be attested to by the Secretary for the purpose of transacting any real estate transactions or any and all other business related issues.

Having no further A & K business, the meeting was adjourned at 4:45 p.m.

Dated: July 17, 2006

Kenneth P. Hiatt
Exiting President

Michael A. Hiatt
Director

K. Bart Hiatt, Exiting Sec./Treas.
Newly Elected President

Scott R. Hiatt
Director

Christian Spross
Newly Elected Secretary

Sharon J. Ream
Newly Elected Treasurer

PENAL SUM FORM

Bid Bond

BIDDER (Name and Address):

A&K Earth Movers, Inc.
12251 Truckee Canyon Court
Sparks, NV. 89434

SURETY (Name and Address):

Fidelity and Deposit Company of Maryland
1400 American Lane
Schaumburg, IL 60196.

OWNER (Name and Address):

Lander County
315 South Humboldt St.
Battle Mountain, NV. 89820

BID

BID DUE DATE: June 6, 2012

DATE (Not later than Bid due date): May 8, 2012

PENAL SUM: Five percent of amount bid (*Words*) 5% (*Figures*)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on page 00430-2 hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

A&K Earth Movers, Inc. (Seal)
Bidder's Name and Corporate Seal

By: Christian Gross
Signature and Title Corp. Secty.

Attest:
Signature and Title

KIMBERLY A. BELL
Notary Public - State of Nevada
Appointment Recorded in Churchill County
No. 94-3192-4 - Expires February 1, 2014

SURETY

Fidelity and Deposit Company of Maryland (Seal)
Surety's Name and Corporate Seal

By:
Signature and Title (Attach Power of Attorney)
James D. Einerson, Attorney-in-Fact

Attest:
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

EJCDC No. 1910-28-C (1996 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to **OWNER** upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 **OWNER** accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by **OWNER**, or

   3.3 **OWNER** fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from **OWNER**, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by **OWNER** and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suite or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

CERTIFICATE OF ACKNOWLEDGMENT

State of California)
County of Sacramento)

On 5/8/12 , before me, Gail C. Einerson , Notary Public,
(here insert name and title of officer)

personally appeared
James D. Einerson

who proved to me on the basis of satisfactory evidence to be

the person(s) whose name(s) is/are subscribed to the within instrument and

acknowledged to me that he/she/they executed the same in his/her/their authorized

capacity (ies), and that by his/her/their signature(s) on the instrument the person(s),

or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gail C. Einerson
Signature of Notary Public

ESI1 GAIL C. EINERSON
COMM. #1970363
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. MAR 21, 2016 ESI1

(seal)

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2..The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 8 day of MAY, 2012.

Guy E. Murray

Assistant Secretary

List of Subcontractors

Is the Bidder going to utilize any subcontractors in excess of five percent of the total amount pursuant to NRS 338.141 1 (b) shown in the base Bid amount *(circle one)*? Yes No

If "No", list the name and address of the Bidder (Prime Contractor) who will be performing the Work under this Contract: A & K Earth Movers, Inc.
12251 Truckee Canyon Ct.
Sparks, NV 89434

If "Yes", then each Bidder shall list below the name and business address of each subcontractor who will perform Work or render service under this Contract in or about the construction of the improvement, or a Subcontractor licensed by the State of Nevada who specially fabricates and installs a portion of the Work or improvement according to the Contract Documents, and shall also list the portion of the Work which will be done by such Subcontractor. Bidder shall also list himself as completing all other work not specifically indicated as being done by a subcontractor in the space indicated.

Portion of Work	Subcontractor's Name and Address
1. Pulverize / CTB	Pavement Recycling Systems 10240 San Sevaine Way, Mira Loma, CA
2.	
3.	
4.	
5.	
6.	
7.	
8. For any work not specifically listed in items 1-7 above, the Bidder (Prime Contractor) shall list his name on the right.	A & K Earth Movers, Inc. 12251 Truckee Canyon Ct, Sparks, NV

Major Material Suppliers Information

The Bidder shall indicate opposite each item listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the Bid.

Equipment/Material	Manufacturer/Supplier
1. Cement	Ash Grove Cement
2. Asphalt	H.E. Hunewill Const
3. Concrete	3-D Concrete
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

Preferential Bidder Status

(COMPLETION OF THIS PORTION OF THE BID PROPOSAL IS OPTIONAL)

In accordance with NRS 338.147, a Bidder that submits copy of a certificate of eligibility to receive a preference in bidding on public works issued to him by the state contractors board shall be deemed to have submitted a better bid than a competing contractor who has not provided a copy of such a valid certificate of eligibility if the amount of his bid is not more than 5 percent higher than the amount bid by the competing bidder.

/ Copy of Certificate of Eligibility to receive a preference in bidding is attached. (Initial or check if applies)

Signature

Christian Gross, Corp Secty.
Title

Subscribed and sworn to this 6th day of June, 2012.

KIMBERLY A. BELL
Notary Public - State of Nevada
Appointment Recorded in Churchill County
No: 94-3192-1 - Expires February 1, 2014

NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY
PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: *BPC-00-01-18-0004*

A & K EARTH MOVERS INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER *24548* ORIGINAL ISSUE DATE: *04/08/1987* BUSINESS TYPE: *CORPORATION* CLASSIFICATION: *A – GENERAL ENGINEERING* MONETARY LICENSE LIMIT: *UNLIMITED* STATUS: *ACTIVE*, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON *MAY 1, 2012* AND EXPIRES ON *APRIL 30, 2013*, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

Nancy Mathias 4-10-2012

NANCY MATHIAS, LICENSING ADMINISTRATOR FOR MARGI GREIN, EXECUTIVE OFFICER — DATE

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

Bid Proposal

Table of Contents

00400 Bid Proposal

Contract Identification:

Battle Mountain, Nevada, 2012 Street Rehabilitation Projects

This Bid is Submitted To:

Lander County
315 South Humboldt St.
Battle Mountain, NV 89820

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with **OWNER** in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of **OWNER**.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
NONE	

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress , and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of Work to be performed by **OWNER** and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given **ENGINEER** written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Bidding Documents, and the written resolution thereof by **ENGINEER** is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder is aware that project funding is being provided in whole or in part by Lander County.

L. Bidder understands that State Prevailing Wage Rates are applicable on this project.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over **OWNER**.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bid Schedule

Item No.	Description	Estimated Quantity	Unit Price	Total Estimated Amount
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2.	**4th Street CRABS Rehabilitation – From Sonoma St to Mountain St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	107,040 SF	3.44 /SF	$ 368,217.60
3.	**5th Street CRABS Rehabilitation – From Altenburg Ave to Humboldt St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	85,625 SF	3.44 /SF	$ 294,550.00
4.	**6th Street CRABS Rehabilitation – From Broad St to Humboldt St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	27,792 SF	3.44 /SF	$ 95,604.48
5.	**4th Street South CRABS Rehabilitation – From Weaver Ave to Good St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	19,035 SF	3.44 /SF	$ 65,480.40
6.	**Galena Street CRABS Rehabilitation – From Altenburg Ave to 2nd St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	81,609 SF	3.44 /SF	$ 280,734.96

7.	**Scott Street CRABS Rehabilitation – From 6th St to 2nd St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	80,736 SF	3.44 /SF	$ 277,731.84
8.	**Concrete Repair and Replacement:** The work includes providing all labor, materials, equipment, and services necessary to repair or replace existing concrete valley gutters, sidewalks, curbs, and gutters; driveways and other concrete surfaces; includes concrete, aggregate base, form work and incidentals.	1,000 SF	$ 17.80 /SF	$ 17,800.00
9.	**Utility Adjustments:** The work includes providing all labor, materials, equipment, and services necessary to lower facilities that conflict with the CRABS work and restore those facilities after CRABS rehabilitation is complete.	62 EA	695.00 /EA	$ 43,090.00
	Total Bid Price (Sum of Bid Items 1 thru 9)		$ 1,799,730.93	

See Section 01110 Summary of Work for additional information regarding description of the work in the Bid Schedule. Also, see project map in Section 00300 of the bid documents.

Unit prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially completed after the date when the contract times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work (and Milestone) within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

A. Bid Bond
B. List of Subcontractors
C. Major Material Suppliers Information
D. Affidavit of Preferential Bidder Status

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on June 6, 2012

State Contractor License No. 008079 Contractual Limit $ Unlimited

I have ☐ have not ☒ applied for a one time raise in limit with the State of Nevada State Contractors Board.

If Bidder is:

An Individual

Name (typed or printed): N/A

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Partnership

Partnership Name: N/A (SEAL)

By: _____
(Signature of general partner --attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: Granite Construction Company (SEAL)

State of Incorporation: California

Type (General Business, Professional, Service, Limited Liability): General Business

By: _____
(Signature --attach evidence of authority to sign)

Name (typed or printed): Jigisha Desai

Title: Vice President (CORPORATE SEAL)

Attest: _____ Assistant Secretary
Jay L. McQuillen, Jr. *(Signature of Corporate Secretary)*

Business address: P.O. Box 50085 Watsonville, CA 95077-5085

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

I, Richard A. Watts, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted on February 1, 2012 by a Unanimous Written Consent of the Board of Directors in accordance in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

RESOLVED, that, effective February 1, 2012, the below listed individuals are authorized to execute documents and agreements in connection with the operations of this Company :

James H. Roberts	President & CEO
Laurel J. Krzeminski	Vice President, CFO & Assistant Secretary
Michael F. Donnino	Senior Vice President, Group Manager & Assistant Secretary
Thomas S. Case	Vice President, Group Manager & Assistant Secretary
John A. Franich	Vice President, Group Manager & Assistant Secretary
Philip M. DeCocco	Vice President of Human Resources &Assistant Secretary
Jigisha Desai	Vice President, Treasurer, Assistant Financial Officer & Assistant Secretary
Ronald L. Gatto	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
Kent H. Marshall	Vice President, Director of Business Development & Assistant Secretary
Jay L. McQuillen, Jr.	Vice President, Group Manager & Assistant Secretary
Richard A. Watts	Vice President, General Counsel, Corporate Compliance Officer & Secretary
Scott D. Wolcott	Vice President of Land and Quarry
Thomas M. Bodeman	Director of Corporate Taxation & Assistant Secretary

RESOLVED FURTHER, that the authority provided herein is subject to the limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect as of February 1, 2012.

AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS

RESOLVED FURTHER, that, effective February 1, 2012, the below listed individuals are authorized to attest documents and agreements in connection with the operations of the Company:

James H. Roberts	President & CEO
Laurel J. Krzeminski	Vice President, CFO & Assistant Secretary
Michael F. Donnino	Senior Vice President, Group Manager & Assistant Secretary
Thomas S. Case	Vice President, Group Manager & Assistant Secretary
John A. Franich	Vice President, Group Manager & Assistant Secretary
Philip M. DeCocco	Vice President of Human Resources &Assistant Secretary
Jigisha Desai	Vice President, Treasurer, Assistant Financial Officer & Assistant Secretary
Ronald L. Gatto	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
Kent H. Marshall	Vice President, Director of Business Development & Assistant Secretary
Jay L. McQuillen, Jr.	Vice President, Group Manager & Assistant Secretary
Richard A. Watts	Vice President, General Counsel, Corporate Compliance Officer & Secretary
Scott D. Wolcott	Vice President of Land and Quarry
Thomas M. Bodeman	Director of Corporate Taxation &Assistant Secretary
Kenneth M. Smith	Group Counsel & Assistant Secretary
Jason M. Jasper	Group Counsel & Assistant Secretary

Dated: April 5, 2012

Richard A. Watts

Richard A. Watts

PENAL SUM FORM

Bid Bond

BIDDER (Name and Address):

Granite Construction Company
585 West Beach Street
Watsonville, CA 95076

SURETY (Name and Address):

Federal Insurance Company
15 Mountain View Road
Warren, NJ 07059

OWNER (Name and Address):

Lander County
315 South Humboldt Street
Battle Mountain, NV 89820

BID

BID DUE DATE: **6/6/12**

DATE (Not later than Bid due date): **5/30/12**

PENAL SUM: **Five Percent (5%) of Bid Amount** (*Words*) **5% of Bid Amount** (*Figures*)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on page 00430-2 hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
Granite Construction Company (Seal)	**Federal Insurance Company** (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: **/Jigisha Desai,**	By: **/Cynthia P. Johnson, Attorney-in-Fact**
Signature and Title **Vice President**	Signature and Title (Attach Power of Attorney)
Attest:	Attest:
Signature and Title Jay L. McQuillen, Jr. **Assistant Secretary**	Signature and Title **Kathleen Schreckengost, Attorney-in-Fact**

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

EJCDC No. 1910-28-C (1996 Edition)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Santa Cruz

On May 30, 2012 (Date) before me, M.I. Barron, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Cynthia P. Johnson, Attorney-in-Fact (Name(s) of Signer(s))
Federal Insurance Company,

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

M.I. BARRON
Comm. 1929000
NOTARY PUBLIC-CALIFORNIA
SANTA CRUZ COUNTY
MY COMMISSION EXPIRES MAR 18, 2015

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public) M.I. Barron, Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Chubb Surety

POWER OF ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **Jigisha Desai, John D. Gilliland, Catherine Gustavson, Cynthia P. Johnson and Kathleen Schreckengost of Watsonville, California**----------

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business on behalf of Granite Construction Incorporated and all Subsidiaries alone or in joint venture----------
In connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **29th** day of **September, 2011.**

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this **29th** day of **September, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR NOTARY PUBLIC NEW JERSEY

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this May 30, 2012

FEDERAL INSURANCE COMPANY INDIANA — PACIFIC INDEMNITY COMPANY INCORPORATED WISCONSIN — VIGILANT INSURANCE COMPANY NEW YORK

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@ chubb.com

List of Subcontractors

Is the Bidder going to utilize any subcontractors in excess of five percent of the total amount pursuant to NRS 338.141 1 (b) shown in the base Bid amount *(circle one)*? Yes (No)

If "No", list the name and address of the Bidder (Prime Contractor) who will be performing the Work under this Contract: Granite Construction Company
P.O. Box 50085
Watsonville, CA 95077-5085

If "Yes", then each Bidder shall list below the name and business address of each subcontractor who will perform Work or render service under this Contract in or about the construction of the improvement, or a Subcontractor licensed by the State of Nevada who specially fabricates and installs a portion of the Work or improvement according to the Contract Documents, and shall also list the portion of the Work which will be done by such Subcontractor. Bidder shall also list himself as completing all other work not specifically indicated as being done by a subcontractor in the space indicated.

Portion of Work	Subcontractor's Name and Address
1. NONE	NONE
2.	
3.	
4.	
5.	
6.	
7.	
8. For any work not specifically listed in items 1-7 above, the Bidder (Prime Contractor) shall list his name on the right.	GRANITE CONSTRUCTION COMPANY WATSONVILLE, CA 95077-5085

Major Material Suppliers Information

The Bidder shall indicate opposite each item listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the Bid.

Equipment/Material	Manufacturer/Supplier
1. CEMENT	ASHGROVE CEMENT
2. ASPHALT	GRANITE CONSTRUCTION COMPANY
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

GRANITE CONSTRUCTION COMPANY

Licensed since January 10, 1964

License No. *0008079*

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

A-GENERAL ENGINEERING

LIMIT: Unlimited
EXPIRES: 01/31/2014

MICHAEL FUTCH,Vice President
MARK EDWARD BOITANO,Vice President
WILLIAM E BARTON,Vice President
MICHAEL FRANCIS DONNINO,Vice Presi
WILLIAM G DOREY,Director
JAMES HILDEBRAND ROBERTS,Qualifie
JAMES HILDEBRAND ROBERTS,Preside

Chairman, Nevada State Contractors Board

STATE OF NEVADA · STATE CONTRACTORS BOARD · THE GREAT SEAL OF THE STATE OF NEVADA · All For Our Country

STATE OF NEVADA
CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN:

GRANITE CONSTRUCTION COMPANY
P O BOX 50085
WATSONVILLE CA 950775085

LIC. NO.
0008079

EXPIRES:
01/31/2014

LIMIT Unlimited
Class: A

STATE OF NEVADA
STATE CONTRACTORS BOARD
9670 Gateway Drive, Suite 100 Reno, Nevada 89521
2310 Corporate Circle, Suite 200 Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is $_____ to cover the cost of _____ additional pocket cards at ten dollars ($10.00) each.

Firm Name _____

License No. _____

Date: _____ By: _____

GRANITE CONSTRUCTION COMPANY
P O BOX 50085
WATSONVILLE CA 950775085

NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY
PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: *BPC-00-01-24-0025*

GRANITE CONSTRUCTION CO. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER *8079* ORIGINAL ISSUE DATE: *01/10/1964* BUSINESS TYPE: *CORPORATION* CLASSIFICATION: *A – GENERAL ENGINEERING* MONETARY LICENSE LIMIT: *UNLIMITED* STATUS: *ACTIVE*, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON *FEBRUARY 1, 2012* AND EXPIRES ON *JANUARY 31, 2013*, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

Nancy Mathias 1/31/2012
NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
FOR MARGI GREIN, EXECUTIVE OFFICER

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

Bid Proposal

Table of Contents

00400 Bid Proposal

Contract Identification:

Battle Mountain, Nevada, 2012 Street Rehabilitation Projects

This Bid is Submitted To:

Lander County
315 South Humboldt St.
Battle Mountain, NV 89820

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with **OWNER** in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of **OWNER**.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress , and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

Bid Schedule

Item No.	Description	Estimated Quantity	Unit Price	Total Estimated Amount
1.	**2nd Street CRABS Rehabilitation – From Galena St to Tule St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	103,640 SF	3.00/SF	$ 310,920.00
2.	**4th Street CRABS Rehabilitation – From Sonoma St to Mountain St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	107,040 SF	3.00/SF	$ 321,120.00
3.	**5th Street CRABS Rehabilitation – From Altenburg Ave to Humboldt St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	85,625 SF	3.00/SF	$ 256,875.00
4.	**6th Street CRABS Rehabilitation – From Broad St to Humboldt St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	27,792 SF	5.00/SF	$ 138,960.00
5.	**4th Street South CRABS Rehabilitation – From Weaver Ave to Good St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	19,035 SF	5.00/SF	$ 95,175.00
6.	**Galena Street CRABS Rehabilitation – From Altenburg Ave to 2nd St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	81,609 SF	3.00/SF	$ 244,827.00

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on JUNE 6, 20 12

State Contractor License No. 0049939 Contractual Limit $ UNLIMITED

I have ☐ have not ☒ applied for a one time raise in limit with the State of Nevada State Contractors Board.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(*Individual's signature*)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(*Signature of general partner --attach evidence of authority to sign*)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: ROAD AND HIGHWAY BUILDERS, LLC. (SEAL)

State of Incorporation: NEVADA

Type (General Business, Professional, Service, Limited Liability): LIMITED LIABILITY

By: _____
(*Signature -attach evidence of authority to sign*)

Name (typed or printed): RICHARD H. BUENTING

Title: PRESIDENT (CORPORATE SEAL)

Attest: _____
(*Signature of Corporate Secretary*)

Business address: P.O. BOX 70846 RENO NV 89570

PENAL SUM FORM

Bid Bond

BIDDER (Name and Address):

Road and Highway Builders, LLC

96 Glen Carran Circle, Ste. 106

Sparks NV 89431

SURETY (Name and Address):

Travelers Casualty and Surety Company of America

One Tower Square

Hartford CT 06183

OWNER (Name and Address):

Lander County

315 South Humboldt St.

Battle Mountain NV 89820

BID Battle Mountain 2012 Road Rehabilitation Projects. Project PWP-LA-2012-252

BID DUE DATE: June 6,2012

DATE (Not later than Bid due date): June 6, 2012

PENAL SUM: Five Percent (5%) of Amount of Bid *(Words)* 5% *(Figures)*

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on page 00430-2 hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Road and Highway Builders, LLC (Seal)

Bidder's Name and Corporate Seal

By: President

Signature and Title

Attest: Asst. Secretary

Signature and Title

SURETY

Travelers Casualty and Surety Company of America (Seal)

Surety's Name and Corporate Seal

By:

Signature and Title (Attach Power of Attorney)

Kathleen M. Irelan, Attorney-in-Fact

Attest:

Signature and Title

Sharon Weiss, Surety Administrator

Note: (1) Above addresses are to be used for giving required notice.

(2) Any singular reference to Bidder, Surety, **OWNER** or other party shall be considered plural where applicable.

EJCDC No. 1910-28-C (1996 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to **OWNER** upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 **OWNER** accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by **OWNER**, or

   3.3 **OWNER** fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from **OWNER**, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by **OWNER** and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suite or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned..

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221694

Certificate No. 004815012

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Ian J. Donald, Jeffrey A. Chandler, Kathleen M. Irelan, Robert Trobec, Alan P. Chandler, and Chad Teague

of the City of Troy, State of Michigan, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of April, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 17th day of April, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

Marie C. Tetreault, Notary Public

58440-6-11Printed in U.S.A.

List of Subcontractors

Is the Bidder going to utilize any subcontractors in excess of five percent of the total amount pursuant to NRS 338.141 1 (b) shown in the base Bid amount *(circle one)*? Yes (No)

If "No", list the name and address of the Bidder (Prime Contractor) who will be performing the Work under this Contract: ROAD AND HIGHWAY BUILDERS, LLC.
P.O. BOX 70846
RENO NV 89570

If "Yes", then each Bidder shall list below the name and business address of each subcontractor who will perform Work or render service under this Contract in or about the construction of the improvement, or a Subcontractor licensed by the State of Nevada who specially fabricates and installs a portion of the Work or improvement according to the Contract Documents, and shall also list the portion of the Work which will be done by such Subcontractor. Bidder shall also list himself as completing all other work not specifically indicated as being done by a subcontractor in the space indicated.

Portion of Work	Subcontractor's Name and Address
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8. For any work not specifically listed in items 1-7 above, the Bidder (Prime Contractor) shall list his name on the right.	ROAD AND HIGHWAY BUILDERS, LLC. P.O. BOX 70846 RENO NV 89570

Major Material Suppliers Information

The Bidder shall indicate opposite each item listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the Bid.

Equipment/Material	Manufacturer/Supplier
1. Asphalt Concrete	Hunewill Construction Company
2. Cement	Nevada Cement
3. Asphalt Emulsions	Calumet Specialty Products
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY
PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: *BPC-05-01-11-0269*

ROAD AND HIGHWAY BUILDERS, LLC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: *49939* ORIGINAL ISSUE DATE: *01/11/2000* BUSINESS TYPE: *LIMITED LIABILITY* CLASSIFICATION: *A-GENERAL ENGINEERING* MONETARY LICENSE LIMIT: *UNLIMITED* STATUS: *ACTIVE*, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON *FEBRUARY 1, 2012* AND EXPIRES ON *JANUARY 31, 2013*, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
FOR MARGI A. GREIN, EXECUTIVE OFFICER

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

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

ROAD AND HIGHWAY BUILDERS, LLC

Nevada Business Identification # NV19991088088

Expiration Date: November 30, 2012

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

This license shall be considered valid until the expiration date listed above unless suspended or revoked in accordance with Title 7 of Nevada Revised Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on November 17, 2011

ROSS MILLER
Secretary of State

This document is not transferable and is not issued in lieu of any locally-required business license, permit or registration.

Please Post in a Conspicuous Location

You may verify this Nevada State Business License online at www.nvsos.gov under the Nevada Business Search.

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

STATE CONTRACTORS BOARD

Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

The Nevada State Contractors Board certifies that

ROAD AND HIGHWAY BUILDERS LLC

Licensed since January 11, 2000

License No. *0049939*

is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

RICHARD HOWARD BUENTING,Member

GLEN CLAIR FICHARDT,Qualified Individu

STEPHEN DALE BLAKELY,Qualified Indivi

A-GENERAL ENGINEERING

LIMIT: Unlimite
EXPIRES: 01/31/201

Chairman, Nevada State Contractors Board

STATE OF NEVADA
CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN:

ROAD AND HIGHWAY BUILDERS LLC
P O BOX 70846
RENO NV 89570

LIC. NO. 0049939

EXPIRES: 01/31/2013

LIMIT: Unlimited
Class: A

STATE OF NEVADA
STATE CONTRACTORS BOARD
9670 Gateway Drive, Suite 100 Reno, Nevada 89521
2310 Corporate Circle, Suite 200 Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is $_____ to cover the cost of _____ additio pocket cards at ten dollars ($10.00) each.

Firm Name _____

License No. _____

Date: _____ By: _____

ROAD AND HIGHWAY BUILDERS LLC
P O BOX 70846
RENO NV 89570

STATE OF NEVADA

DEPARTMENT OF TRANSPORTATION

1263 South Stewart Street

Carson City, Nevada 89712

Brian Sandoval
Governor

Susan Martinovich, P.E.
Director

March 28, 2012

A070
RICHARD BUENTING
ROAD AND HIGHWAY BUILDERS LLC
PO BOX 70846
RENO NV 89570

Prequalification
Status

Dear Mr. Buenting:

The Contractor's Statement of Experience and Financial Condition for Prequalification recently submitted by your organization has been reviewed.

Effective the date of this letter, you are prequalified to bid on Nevada Department of Transportation projects in accordance with State of Nevada Contractors License 0049939.

Your Contractor ID# is 29. Please keep this number for your records, and for access to the Electronic Bidding Contractor's Desktop Application which will be used for contracts advertised beginning December 1, 2011. While your Contractor ID# is not strictly confidential, it forms part of your access to Electronic Bidding and should not be publicized.

If you choose to submit bids electronically, Disadvantaged Business Enterprise goal information can be submitted through a DBE Portal website. To create a user identification and password to access the DBE portal your registration number is 6EA9AB1BAA.

The amount and period of your qualification is as follows:

Amount of Prequalification	Unlimited
Maximum Bidding Range:	Unlimited
Date of Expiration:	March 31, 2013

Sincerely,

Christi Thompson
Admin. Services Officer

CT:sc

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Bid Proposal

Table of Contents

00400 Bid Proposal

Contract Identification:

Battle Mountain, Nevada, 2012 Street Rehabilitation Projects

This Bid is Submitted To:

Lander County
315 South Humboldt St.
Battle Mountain, NV 89820

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with **OWNER** in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of **OWNER**.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
None	

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress , and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of Work to be performed by **OWNER** and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given **ENGINEER** written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Bidding Documents, and the written resolution thereof by **ENGINEER** is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder is aware that project funding is being provided in whole or in part by Lander County.

L. Bidder understands that State Prevailing Wage Rates are applicable on this project.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over **OWNER**.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bid Schedule

Item No.	Description	Estimated Quantity	Unit Price	Total Estimated Amount
1.	**2nd Street CRABS Rehabilitation – From Galena St to Tule St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	103,640 SF	2.65 /SF	$ 274,646.00
2.	**4th Street CRABS Rehabilitation – From Sonoma St to Mountain St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	107,040 SF	2.65 /SF	$ 283,656.00
3.	**5th Street CRABS Rehabilitation – From Altenburg Ave to Humboldt St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	85,625 SF	2.65 /SF	$ 226,906.25
4.	**6th Street CRABS Rehabilitation – From Broad St to Humboldt St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	27,792 SF	2.70 /SF	$ 75,038.40
5.	**4th Street South CRABS Rehabilitation – From Weaver Ave to Good St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	19,035 SF	2.70 /SF	$ 51,394.50
6.	**Galena Street CRABS Rehabilitation – From Altenburg Ave to 2nd St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	81,609 SF	2.65 /SF	$ 216,263.85

7.	**Scott Street CRABS Rehabilitation – From 6th St to 2nd St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	80,736 SF	2.65 /SF	$ 213,950.40
8.	**Concrete Repair and Replacement:** The work includes providing all labor, materials, equipment, and services necessary to repair or replace existing concrete valley gutters, sidewalks, curbs, and gutters; driveways and other concrete surfaces; includes concrete, aggregate base, form work and incidentals.	1,000 SF	$ 15.00 /SF	$ 15,000.00
9.	**Utility Adjustments:** The work includes providing all labor, materials, equipment, and services necessary to lower facilities that conflict with the CRABS work and restore those facilities after CRABS rehabilitation is complete.	62 EA	685.00 /EA	$ 42,470.00
	Total Bid Price (Sum of Bid Items 1 thru 9)			$ 1,399,325.40

See Section 01110 Summary of Work for additional information regarding description of the work in the Bid Schedule. Also, see project map in Section 00300 of the bid documents.

Unit prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially completed after the date when the contract times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work (and Milestone) within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

A. Bid Bond
B. List of Subcontractors
C. Major Material Suppliers Information
D. Affidavit of Preferential Bidder Status

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on JUNE 6, 20 12

State Contractor License No. 8197 A & B Contractual Limit $ UNLIMITED

I have ☐ have not ☑ applied for a one time raise in limit with the State of Nevada State Contractors Board.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner --attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: Q & D CONSTRUCTION, INC. (SEAL)

State of Incorporation: NEVADA

Type (General Business, Professional, Service, Limited Liability): GENERAL BUSINESS

By: _____
(Signature --attach evidence of authority to sign)

Name (typed or printed): LANCE SEMENKO

Title: SR. V.P. **(CORPORATE SEAL)**

Attest: _____
(Signature of Corporate Secretary)

Business address: 1050 S. 21ST STREET, SPARKS, NV 89431

Phone No.: 775-786-2677 Fax No.: 775-786-5136

Date of qualifications to do business is 1964

Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner --attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner --attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Phone and fax number, and address for receipt of official communications:

_____

_____

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above. Any Bidder who submits a joint venture Bid shall obtain written approval from the State of Nevada Contractors Board prior to submitting such Bid and shall attach the approval with the Bid.)

PENAL SUM FORM

Bid Bond

BIDDER (Name and Address):

Q & D Construction, Inc.
P O Box 10865
Sparks, NV 89510

SURETY (Name and Address):

Western Surety Company
2210 Plaza Dr., Ste. 150
Rocklin, CA 95765

OWNER (Name and Address):

Lander County
315 South Humboldt Street
Battle Mountain, NV 89820

BID

BID DUE DATE: June 6, 2012

DATE (Not later than Bid due date): May 21, 2012

PENAL SUM: Five percent of amount bid (*Words*) **5%** (*Figures*)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on page 00430-2 hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Q & D Construction, Inc. (Seal)
Bidder's Name and Corporate Seal

By: Jane Lemes
Signature and Title Sr. V.P.

Attest:
Signature and Title

SURETY

Western Surety Company (Seal)
Surety's Name and Corporate Seal

By: Attorney-In-Fact
Signature and Title (Attach Power of Attorney)

Attest:
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

EJCDC No. 1910-28-C (1996 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to **OWNER** upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 **OWNER** accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by **OWNER**, or

   3.3 **OWNER** fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from **OWNER**, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by **OWNER** and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suite or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Teri Lynn Wood, Patricia Owens, Nick Rossi, Lori Jones, Individually

of Reno, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 17th day of October, 2011.

WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota
County of Minnehaha } ss

On this 17th day of October, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012

D. KRELL
NOTARY PUBLIC
SOUTH DAKOTA

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, 20__.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-09-06

PENAL SUM FORM

Bid Bond

BIDDER (Name and Address):

_____

_____

_____

SURETY (Name and Address):

_____

_____

_____

OWNER (Name and Address):

_____

_____

_____

BID

BID DUE DATE: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____ _____

(Words) *(Figures)*

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on page 00430-2 hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
_____(Seal)	_____(Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title	Signature and Title (Attach Power of Attorney)
Attest: _____	Attest: _____
Signature and Title	Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, **OWNER** or other party shall be considered plural where applicable.

EJCDC No. 1910-28-C (1996 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to **OWNER** upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 **OWNER** accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by **OWNER**, or

   3.3 **OWNER** fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from **OWNER**, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by **OWNER** and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suite or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

List of Subcontractors

Is the Bidder going to utilize any subcontractors in excess of five percent of the total amount pursuant to NRS 338.141 1 (b) shown in the base Bid amount *(circle one)*? Yes No

If "No", list the name and address of the Bidder (Prime Contractor) who will be performing the Work under this Contract: _____

If "Yes", then each Bidder shall list below the name and business address of each subcontractor who will perform Work or render service under this Contract in or about the construction of the improvement, or a Subcontractor licensed by the State of Nevada who specially fabricates and installs a portion of the Work or improvement according to the Contract Documents, and shall also list the portion of the Work which will be done by such Subcontractor. Bidder shall also list himself as completing all other work not specifically indicated as being done by a subcontractor in the space indicated.

Portion of Work	Subcontractor's Name and Address
1. Pulverization / CTB Mix/Milling	Western Pavement Solutions 5050 E. Russell Rd Lic#76873 Las Vegas, NV 89112
2.	
3.	
4.	
5.	
6.	
7.	
8. For any work not specifically listed in items 1-7 above, the Bidder (Prime Contractor) shall list his name on the right.	QID Construction 1050 S. 21st St Sparks, NV 89431

2 Hour Subcontractor Notification

Pursuant to NRS 338.1411 (b) contractors submitting the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or $50,000, whichever is greater, and the number of the license issued to the first tier subcontractor. Bidders may complete this form and submit with the Bid, which will meet the 2 hour notification requirement.

	Portion of Work	Subcontractor's Name and License #
1.	Pulverization / CTB Mix / Milling	Western Pavement Solutions Lic # 76873
2.		
3.	All Work not performed By Sub-Contractors	QSD Construction Lic # 8197 A&B
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Major Material Suppliers Information

The Bidder shall indicate opposite each item listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the Bid.

Equipment/Material	Manufacturer/Supplier
1. Asphalt	Hunewill Construction/BM
2. Cement	Ash Grove Cement/ELKO
3. Concrete	3D Concrete/Battle Mtn
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

Preferential Bidder Status

(COMPLETION OF THIS PORTION OF THE BID PROPOSAL IS OPTIONAL)

In accordance with NRS 338.147, a Bidder that submits copy of a certificate of eligibility to receive a preference in bidding on public works issued to him by the state contractors board shall be deemed to have submitted a better bid than a competing contractor who has not provided a copy of such a valid certificate of eligibility if the amount of his bid is not more than 5 percent higher than the amount bid by the competing bidder.

✓ Copy of Certificate of Eligibility to receive a preference in bidding is attached. (Initial or check if applies)

Signature

SR. V.P.

Title

Subscribed and sworn to this 5th day of June, 2012.

DEBBIE FERRETTO
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 99-12527-2 - Expires January 13, 2016

Q&D CONSTRUCTION INC.
BUILDING • GENERAL ENGINEERING • DEVELOPMENT • MILLWORK

MINUTES OF SPECIAL JOINT MEETING
OF
BOARD OF DIRECTORS AND STOCKHOLDERS
OF
Q&D CONSTRUCTION, INC.

A special joint meeting of the Board of Directors and Stockholders of Q&D Construction, Inc. was held on the 9th day of November 2011, at the office of the corporation located at 1050 S. 21st Street, Sparks, Nevada.

Present at the meeting were Norman L. Dianda, Laura J. Dianda, Christopher A. Dianda and Michael P. Dianda. Pursuant to the bylaws of the Corporation, Norman L. Dianda president of the corporation presided over the meeting and Laura J. Dianda acted as secretary and kept the minutes.

The purpose of the meeting was to give signing authority to Tim Kretzschmar, Sr. Vice President – Building and Lance Semenko, Sr. Vice President – Engineering on behalf of Q&D Construction, Inc.

> RESOLUTION NO. 1: That Q&D Construction, Inc. hereby authorizes Tim Kretzschmar and Lance Semenko to execute RFP's, RFQ's, Bid Proposal Forms, Bid Bonds, Preconstruction Agreements, Owner Agreements, Performance and Payment Bonds and any subsequent documents and agreements on behalf of Q&D Construction, Inc.

There being no further business coming before this meeting, it was duly adjourned.

Laura J. Dianda

Laura J. Dianda, Secretary

TEL: 775-786-2677 • FAX: 775-786-5136 • 1050 So 21st St., Sparks, NV 89431 • P.O. Box 10865 • Reno, NV 89510
Nevada Contractors License 8197 A & B • California Contractors License 427988

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

Q & D CONSTRUCTION INC

Licensed since April 13, 1967

License No. *0008197A*

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

NORMAN DIANDA,President Qualified Indi

LAURA J DIANDA,Secretary

TIMOTHY JOHN KRETZSCHMAR,Qualified

B-GENERAL BUILDING

LIMIT: Unlimited
EXPIRES: 04/30/2013

Chairman, Nevada State Contractors Board

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

Q & D CONSTRUCTION INC

Licensed since August 26, 1986

License No. *0008197B*

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

NORMAN DIANDA,President Qualified Indi

LAURA JEAN DIANDA,Secretary

LANCE KENNETH SEMENKO,Qualified Indi

A-GENERAL ENGINEERING

LIMIT: Unlimited
EXPIRES: 08/31/2013

Chairman, Nevada State Contractors Board

NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY
PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: *BPC-00-01-20-0019*

Q & D CONSTRUCTION INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER *8197A* ORIGINAL ISSUE DATE: *04/13/1967* BUSINESS TYPE: *CORPORATION* CLASSIFICATION: *B-GENERAL BUILDING* MONETARY LICENSE LIMIT: *UNLIMITED* STATUS: *ACTIVE*, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON *MAY 1, 2012* AND EXPIRES ON *APRIL 30, 2013,* UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

Nancy Mathias 4-10-2012
NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
FOR MARGI GREIN, EXECUTIVE OFFICER

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

Bid Proposal

Table of Contents

00400 Bid Proposal

Contract Identification:

Battle Mountain, Nevada, 2012 Street Rehabilitation Projects

This Bid is Submitted To:

Lander County
315 South Humboldt St.
Battle Mountain, NV 89820

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with **OWNER** in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of **OWNER**.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress , and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of Work to be performed by **OWNER** and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given **ENGINEER** written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Bidding Documents, and the written resolution thereof by **ENGINEER** is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder is aware that project funding is being provided in whole or in part by Lander County.

L. Bidder understands that State Prevailing Wage Rates are applicable on this project.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over **OWNER**.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bid Schedule

Item No.	Description	Estimated Quantity	Unit Price	Total Estimated Amount
1.	**2nd Street CRABS Rehabilitation – From Galena St to Tule St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	103,640 SF	3.10 /SF	$ 321,284.00
2.	**4th Street CRABS Rehabilitation – From Sonoma St to Mountain St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	107,040 SF	3.10 /SF	$ 331,824.00
3.	**5th Street CRABS Rehabilitation – From Altenburg Ave to Humboldt St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	85,625 SF	3.10 /SF	$ 265,437.50
4.	**6th Street CRABS Rehabilitation – From Broad St to Humboldt St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	27,792 SF	3.10 /SF	$ 86,155.20
5.	**4th Street South CRABS Rehabilitation – From Weaver Ave to Good St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	19,035 SF	3.10 /SF	$ 59,008.50
6.	**Galena Street CRABS Rehabilitation – From Altenburg Ave to 2nd St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	81,609 SF	3.10 /SF	$ 252,987.90

7.	**Scott Street CRABS Rehabilitation – From 6th St to 2nd St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	80,736 SF	3.10 /SF	$ 250,281.60
8.	**Concrete Repair and Replacement:** The work includes providing all labor, materials, equipment, and services necessary to repair or replace existing concrete valley gutters, sidewalks, curbs, and gutters; driveways and other concrete surfaces; includes concrete, aggregate base, form work and incidentals.	1,000 SF	$ 37.00 /SF	$ 37,000.00
9.	**Utility Adjustments:** The work includes providing all labor, materials, equipment, and services necessary to lower facilities that conflict with the CRABS work and restore those facilities after CRABS rehabilitation is complete.	62 EA	952.07/EA	$ 59,028.34
	Total Bid Price (Sum of Bid Items 1 thru 9)		$ 1,663,007.04	

See Section 01110 Summary of Work for additional information regarding description of the work in the Bid Schedule. Also, see project map in Section 00300 of the bid documents.

Unit prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially completed after the date when the contract times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work (and Milestone) within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

A. Bid Bond
B. List of Subcontractors
C. Major Material Suppliers Information
D. Affidavit of Preferential Bidder Status

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on June 6, 2012

State Contractor License No. 25565 Contractual Limit $ unlimited

I have ☐ have not ☒ applied for a one time raise in limit with the State of Nevada State Contractors Board.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner --attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: Sierra Nevada Construction, Inc. (SEAL)

State of Incorporation: Nevada

Type (General Business, Professional, Service, Limited Liability): General Business

By: _____
(Signature --attach evidence of authority to sign)

Name (typed or printed): Kevin L. Robertson

Title: President **(CORPORATE SEAL)**

Attest: _____
Craig D. Holt, Vice-President *(Signature of Corporate Secretary)* Secretary

Business address: PO Box 50760, Sparks, Nevada 89435

Phone No.: 775-355-0420 Fax No.: 775-355-0535

Date of qualifications to do business is 3/2/88

Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner --attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner --attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Phone and fax number, and address for receipt of official communications:

_____

_____

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above. Any Bidder who submits a joint venture Bid shall obtain written approval from the State of Nevada Contractors Board prior to submitting such Bid and shall attach the approval with the Bid.)

PENAL SUM FORM

Bid Bond

BIDDER (Name and Address):

Sierra Nevada Construction, Inc.
P. O. Box 50760
Sparks, NV 89435

SURETY (Name and Address):

Liberty Mutual Insurance Company
14123 Denver West Parkway
Golden, CO 80401

OWNER (Name and Address):

Lander County
315 South Humboldt St.
Battle Mountain, NV 89820

BID

BID DUE DATE: June 6, 2012

DATE (Not later than Bid due date): May 22, 2012

PENAL SUM: Five percent of attached bid (*Words*) **5%** (*Figures*)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on page 00430-2 hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Sierra Nevada Construction, Inc. (Seal)
Bidder's Name and Corporate Seal

By: Signature and Title Kevin L. Robertson President

Attest: Signature and Title Craig D. Holt Vice-President/Secretary

SURETY

Liberty Mutual Insurance Company (Seal)
Surety's Name and Corporate Seal

By: Signature and Title (Attach Power of Attorney) Attorney-In-Fact

Attest: Signature and Title Notary

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

EJCDC No. 1910-28-C (1996 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to **OWNER** upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 **OWNER** accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by **OWNER**, or

   3.3 **OWNER** fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from **OWNER**, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by **OWNER** and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suite or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute; seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

3072531

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

LORI JONES, NICHOLAS D. ROSSI, TERI L. WOOD, ALL OF THE CITY OF RENO, STATE OF NEVADA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **SEVENTY FIVE MILLION AND 00/100**********_____ DOLLARS ($ 75,000,000.00**********_____) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 24th day of August, 2010.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of August, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 22nd day of May, 2013.

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Bid Bond

BIDDER (Name and Address):

_____

_____

_____

SURETY (Name and Address):

_____

_____

_____

OWNER (Name and Address):

_____

_____

_____

BID

BID DUE DATE: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____ _____

(Words) *(Figures)*

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on page 00430-2 hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
_____(Seal)	_____(Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title	Signature and Title (Attach Power of Attorney)
Attest: _____	Attest: _____
Signature and Title	Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, **OWNER** or other party shall be considered plural where applicable.

EJCDC No. 1910-28-C (1996 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to **OWNER** upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 **OWNER** accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by **OWNER**, or

   3.3 **OWNER** fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from **OWNER**, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by **OWNER** and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suite or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

List of Subcontractors

Is the Bidder going to utilize any subcontractors in excess of five percent of the total amount pursuant to NRS 338.141 1 (b) shown in the base Bid amount *(circle one)*? Yes (No)

If "No", list the name and address of the Bidder (Prime Contractor) who will be performing the Work under this Contract: Sierra Nevada Construction, Inc.
PO Box 50760
Sparks, NV 89435

If "Yes", then each Bidder shall list below the name and business address of each subcontractor who will perform Work or render service under this Contract in or about the construction of the improvement, or a Subcontractor licensed by the State of Nevada who specially fabricates and installs a portion of the Work or improvement according to the Contract Documents, and shall also list the portion of the Work which will be done by such Subcontractor. Bidder shall also list himself as completing all other work not specifically indicated as being done by a subcontractor in the space indicated.

Portion of Work	Subcontractor's Name and Address
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8. For any work not specifically listed in items 1-7 above, the Bidder (Prime Contractor) shall list his name on the right.	Sierra Nevada Construction, Inc. PO Box 50760, Sparks, NV 89435

2 Hour Subcontractor Notification

Pursuant to NRS 338.1411 (b) contractors submitting the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or $50,000, whichever is greater, and the number of the license issued to the first tier subcontractor. Bidders may complete this form and submit with the Bid, which will meet the 2 hour notification requirement.

	Portion of Work	Subcontractor's Name and License #
1.	grading, paving, concrete demo	Sierra Nevada Construction, Inc. #25565
2.		
3.	crabs (partial)	Western Stabilization # 0049037
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Major Material Suppliers Information

The Bidder shall indicate opposite each item listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the Bid.

Equipment/Material	Manufacturer/Supplier
1. Cement	Nevada Cement
2. Concrete	3D Concrete
3. asphalt oil	Foreland & Paramount
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

Preferential Bidder Status

(COMPLETION OF THIS PORTION OF THE BID PROPOSAL IS OPTIONAL)

In accordance with NRS 338.147, a Bidder that submits copy of a certificate of eligibility to receive a preference in bidding on public works issued to him by the state contractors board shall be deemed to have submitted a better bid than a competing contractor who has not provided a copy of such a valid certificate of eligibility if the amount of his bid is not more than 5 percent higher than the amount bid by the competing bidder.

X Copy of Certificate of Eligibility to receive a preference in bidding is attached. (Initial or check if applies)

Kevin L. Robertson Signature

President
Title

Subscribed and sworn to this 6th day of June, 2012.

Darcia A. Wagner, Notary Public

DARCIA A. WAGNER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 96-3497-2 - Expires August 1, 2015

AFFIDAVIT REGARDING PREFERENCE IN BIDDING

State of Nevada
County of Washoe

Kevin L. Robertson, President, Sierra Nevada Construction, Inc. being duly sworn do depose and say that, I swear and affirm that for the duration of the Battle Mountain 2012 Road Rehabilitation Projects, PWP-LA-2012-252:

a. At least 50 percent (50%) of all workers employed on the Project, including without limitation, any employees of the CONTRACTOR, applicant or design-build team and of any subcontractor engaged on the Project, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles.

b. All vehicles used primarily for the Project will be:
(i.) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Nevada Department of Motor Vehicles pursuant to NRS 706.726; or
(ii.) Registered in the State of Nevada

c. At least 50 percent (50%) of the design professionals working on the Project, including without limitation, any employees of the CONTRACTOR, applicant or design-build team and of any subcontractor engaged on the Project, will have a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles.

d. At least 25 percent (25%) of the suppliers of the materials used for the Project will be located in Nevada.

e. The CONTRACTOR, applicant or design build team and any subcontractor engaged on the Project will maintain, and make available for the inspection, within Nevada his or her records concerning payroll relating to the Project.

Signature: _____ Date: June 6, 2012

By: Kevin L. Robertson Title: President

Signed and sworn to (or affirmed) before me on this 6th day of June, 2012
by Kevin L. Robertson.

Darcia A. Wagner
Notary Signature

DARCIA A. WAGNER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 96-3487-2 - Expires August 1, 2015

NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271; INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY
PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: *BPC-00-01-27-0032*

SIERRA NEVADA CONSTRUCTION, INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER *25565* ORIGINAL ISSUE DATE: *07/05/1988* BUSINESS TYPE: *CORPORATION* CLASSIFICATION: *A-GENERAL ENGINEERING* MONETARY LICENSE LIMIT: *UNLIMITED* STATUS: *ACTIVE*, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON *AUGUST 1, 2011* AND EXPIRES ON *JULY 31, 2012*, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

Nancy Mathias 8/14/2011

NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
FOR MARGI GREIN, EXECUTIVE OFFICER

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

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

SIERRA NEVADA CONSTRUCTION INC

Licensed since July 05, 1988

License No. *0025565*

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:
KEVIN LELAND ROBERTSON,President Qu
CRAIG DANIEL HOLT,Vice President
BRYAN WAYNE HOLT,Treasurer

A-GENERAL ENGINEERING

LIMIT: Unlimited
EXPIRES: 07/31/2013

STATE OF NEVADA · THE GREAT SEAL OF THE STATE OF NEVADA · STATE CONTRACTORS BOARD

Chairman, Nevada State Contractors Board

STATE OF NEVADA
CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN.

SIERRA NEVADA CONSTRUCTION INC
P O BOX 50760
SPARKS NV 894350760

LIC. NO.
0025565

EXPIRES:
07/31/2013

LIMIT: Unlimited
Class: A

STATE OF NEVADA
STATE CONTRACTORS BOARD
9670 Gateway Drive, Suite 100 Reno, Nevada 89521
2310 Corporate Circle, Suite 200 Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is $_____ to cover the cost of _____ additional pocket cards at ten dollars ($10.00) each.

Firm Name _____

License No. _____

Date: _____ By: _____

SIERRA NEVADA CONSTRUCTION INC
P O BOX 50760
SPARKS NV 894350760

RECEIVED
JUN 21 2011
SIERRA NEVADA CONSTRUCTION INC

(NSPO Rev. 3-10) (O) 2797

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

SIERRA NEVADA CONSTRUCTION, INC.

Nevada Business Identification # NV19881009372

Expiration Date: March 31, 2013

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

This license shall be considered valid until the expiration date listed above unless suspended or revoked in accordance with Title 7 of Nevada Revised Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on January 17, 2012

ROSS MILLER
Secretary of State

This document is not transferable and is not issued in lieu of any locally-required business license, permit or registration.

Please Post in a Conspicuous Location

You may verify this Nevada State Business License online at www.nvsos.gov under the Nevada Business Search.

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OR DIRECTORS AND SHAREHOLDERS OF SIERRA NEVADA CONSTRUCTION, INC.

February 1, 2005

The undersigned, being all of the directors and shareholders of Sierra Nevada Construction, Inc., a Nevada corporation (the "Corporation"), do hereby unanimously approve, adopt, make, ratify and confirm the following:

WHEREAS, Kevin L. Robertson acts in the capacity of President, Craig D. Holt acts in the capacity of Vice President and Secretary, and Bryan Holt acts in the capacity of Chief Financial Officer and Treasurer of Sierra Nevada Construction, Inc.

WHEREAS, Kevin L. Robertson, Craig D. Holt and Bryan W. Holt as officers of this Corporation may be required from time to time to execute agreements on behalf on Sierra Nevada Construction, Inc.

NOW THEREFORE, the undersigned directors and shareholders of Sierra Nevada Construction, Inc., resolve as follows:

RESOLVED, that the following individuals are appointed to serve as officers of this Corporation in the specified capacities:

Kevin L. Robertson	President
Craig D. Holt	Vice President/Secretary
Bryan W. Holt	Chief Financial Officer/Treasurer

RESOLVED, that Kevin L. Robertson, Craig D. Holt and Bryan W. Holt, as officers of this Corporation are authorized to execute agreements into, between or among Sierra Nevada Construction, Inc., and third parties without further authorization from the directors and/or shareholders.

and, further

RESOLVED, that Kevin L. Robertson, Craig D. Holt, and Bryan W. Holt, in their capacities as officers of this Corporation are authorized to take all necessary and appropriate steps on behalf of the Corporation to effectuate the proposed amendments to the Articles of Incorporation and the Bylaws of the Corporation..

IN WITNESS WHEREOF, the directors and shareholders have executed this instrument effective February 1, 2005.

Directors:

Craig D. Holt

Kevin L. Robertson

Shareholders:

Craig D. Holt

Kevin L. Robertson

Bid Proposal

Table of Contents

00400 Bid Proposal

Contract Identification:

Battle Mountain, Nevada, 2012 Street Rehabilitation Projects

This Bid is Submitted To:

Lander County
315 South Humboldt St.
Battle Mountain, NV 89820

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with **OWNER** in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of **OWNER**.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
None	

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress , and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

Bid Schedule

Item No.	Description	Estimated Quantity	Unit Price	Total Estimated Amount
1.	**2nd Street CRABS Rehabilitation – From Galena St to Tule St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	103,640 SF	2.17 /SF	$224,898.80
2.	**4th Street CRABS Rehabilitation – From Sonoma St to Mountain St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	107,040 SF	2.17 /SF	$232,276.80
3.	**5th Street CRABS Rehabilitation – From Altenburg Ave to Humboldt St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	85,625 SF	2.17 /SF	$185,806.25
4.	**6th Street CRABS Rehabilitation – From Broad St to Humboldt St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	27,792 SF	2.17 /SF	$60,308.64
5.	**4th Street South CRABS Rehabilitation – From Weaver Ave to Good St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	19,035 SF	2.17 /SF	$41,305.95
6.	**Galena Street CRABS Rehabilitation – From Altenburg Ave to 2nd St:** Provide all labor, equipment, materials and services to pulverize the existing road surface, conduct cement recycle asphalt base stabilization, apply tack coat, place asphalt pavement and seal coat, adjust utilities and other incidental work.	81,609 SF	2.17 /SF	$177,091.53

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on June 6, 2012

State Contractor License No. 9078A Contractual Limit $ Unlimited

I have ☐ have not ☒ applied for a one time raise in limit with the State of Nevada State Contractors Board.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner --attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: HE Hunewill Construction Co, Inc (SEAL)

State of Incorporation: Nevada

Type (General Business, Professional, Service, Limited Liability): General Business

By: _____
(Signature --attach evidence of authority to sign)

Name (typed or printed): Loren Hunewill

Title: President **(CORPORATE SEAL)**

Attest: _____
(Signature of Corporate Secretary)

Business address: 1410 W Railroad St. Winnemucca NV 89445

PENAL SUM FORM

Bid Bond

BIDDER (Name and Address):

See attachment

SURETY (Name and Address):

OWNER (Name and Address):

BID

BID DUE DATE: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____ _____
(Words) *(Figures)*

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on page 00430-2 hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
_____(Seal)	_____(Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title	Signature and Title (Attach Power of Attorney)
Attest: _____	Attest: _____
Signature and Title	Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, **OWNER** or other party shall be considered plural where applicable.

EJCDC No. 1910-28-C (1996 Edition)

List of Subcontractors

Is the Bidder going to utilize any subcontractors in excess of five percent of the total amount pursuant to NRS 338.141 1 (b) shown in the base Bid amount *(circle one)*? (Yes) No

If "No", list the name and address of the Bidder (Prime Contractor) who will be performing the Work under this Contract: _____

If "Yes", then each Bidder shall list below the name and business address of each subcontractor who will perform Work or render service under this Contract in or about the construction of the improvement, or a Subcontractor licensed by the State of Nevada who specially fabricates and installs a portion of the Work or improvement according to the Contract Documents, and shall also list the portion of the Work which will be done by such Subcontractor. Bidder shall also list himself as completing all other work not specifically indicated as being done by a subcontractor in the space indicated.

Portion of Work	Subcontractor's Name and Address
1. Pulverize & Mixing	Porter W. Yett Company 5949 NE Cully Blvd Portland OR 97218
2.	
3. Paving	Qualcon Contractors Inc 1645 Esmeralda Ave Minden, NV 89423
4.	
5.	
6.	
7.	
8. For any work not specifically listed in items 1-7 above, the Bidder (Prime Contractor) shall list his name on the right.	HE Hunewill Construction Co. Inc 1410 W Railroad St. Winnemucca NV 89445

Major Material Suppliers Information

The Bidder shall indicate opposite each item listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the Bid.

Equipment/Material	Manufacturer/Supplier
1. Asphault	Idaho Asphalt
2. Cement	Nevada Cement Co
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY
PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: *BPC-09-04-28-2139*

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

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON *SEPTEMBER 1, 2011* AND EXPIRES ON *AUGUST 31, 2012*, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

8/5/2011

NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
FOR MARGI GREIN, EXECUTIVE OFFICER

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

PENAL SUM FORM

Bid Bond

BIDDER (Name and Address):

H. E. Hunewill Construction Co., Inc.
1410 West Railroad St.
Winnemucca, NV 89445

SURETY (Name and Address):

Travelers Casualty and Surety Company of America
11070 White Rock Rd.
Rancho Cordova, CA 95670

OWNER (Name and Address):

Lander County PWP # -LA- 2012- 252
315 South Humboldt St.
Battle Mountain, NV 89820

BID

BID DUE DATE: 6-6-12

DATE (Not later than Bid due date): May 22, 2012

PENAL SUM: Five percent of attached bid (*Words*) **5%** (*Figures*)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on page 00430-2 hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

H. E. Hunewill Construction Co., Inc. (Seal)
Bidder's Name and Corporate Seal

By: [signature]
Signature and Title President

Attest: [signature]
Signature and Title

SURETY

Travelers Casualty and Surety Co of America (Seal)
Surety's Name and Corporate Seal

By: [signature]
Signature and Title (Attach Power of Attorney)

Attest: [signature]
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

EJCDC No. 1910-28-C (1996 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to **OWNER** upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 **OWNER** accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by **OWNER**, or

   3.3 **OWNER** fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from **OWNER**, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by **OWNER** and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suite or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223412

Certificate No. 004582638

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Teri L. Wood, Michael Talbott, Nicholas D. E. Rossi, Lori Jones, and Patricia Owens

of the City of Reno, State of Nevada, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of October, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 11th day of October, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault, Notary Public

58440-6-11 Printed in U.S.A.

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 21

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding award of bid for the Austin and Kingston 2012 Road Department Paving Project and other matters properly relating thereto.

Public comment.

Background:
The Schedule of Bids Received for the Austin and Kingston 2012 Road and Bridge Department Road Rehabilitation Project is presented for Commission consideration.

Lander County Road and Bridge Foreman (North) Donald Negro and County Engineer Steve Brigman will present the Schedule of Bids Received to the Commission.

Recommended Action:
Road and Bridge Foreman (North) Donald Negro and County Engineer Steve Brigman will make a recommendation for award of bid for the Austin and Kingston 2012 Road and Bridge Department Road Rehabilitation Project.

AGENDA REQUEST FORM
MEETING DATE: June 14, 2012

NAME: Bert Ramos REPRESENTING: Austin Road & Bridge

ADDRESS: 200 Main St, Austin, NV 89310

PHONE (H): (W): 775-964-1245 FAX: 775-455-6860

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 775-964-1245

WHO WILL BE ATTENDING THE MEETING: Bert Ramos
JOB TITLE: Road & Bridge Foreman

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Discussion and possible action on award of Austin & Kingston Paving Projects Bid

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE?
Award bid to Hunewill Construction

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST?
AMOUNT $1,468,660.00 X YES NO

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

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

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

FOR REVIEW BY:

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

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE

Bert Ramos

MEETING DATE: June 14, 2012

#21

Advertisement for Bids

Lander County
315 South Humboldt St.
Battle Mountain, NV 89820

Public Works Project Identifying Number (PWP) LA-2012-253

Separate sealed Bids will be received by Lander County, the OWNER, for construction of the **Austin and Kingston Paving Projects, 2012** at the office of the Lander County Clerk located at 315 South Humboldt, Battle Mountain, Nevada 89820 at ***11:00 a.m.***, local time, on **June 6, 2012** and then at said office publicly opened and read aloud.

The Work is generally described as follows:

The Work consists of approximately 154,000 SF of asphalt pavement on local streets in Austin and approximately 471,360 SF of asphalt milling, road base preparation and asphalt pavement on roads in Kingston.

Copies of the Contract Documents may be obtained at the office of the ENGINEER located at Shaw Engineering, 20 Vine Street, Reno, Nevada 89503, upon payment (nonrefundable) of $40.00 for each set. At the request of prospective Bidders, the Contract Documents can be mailed for an additional fee to cover the cost of postage and handling (at cost). The ENGINEER will record only those parties who have obtained the Contract Documents from the office of the ENGINEER.

A pre-bid conference will not be conducted.

Each Bid must be submitted on the prescribed form (separate Bid package) and accompanied by a certified check or Bid Bond in an amount of not less than five percent (5%) of the base Bid amount. Successful Bidders will be required to furnish both a payment Bond and performance Bond in the full amount of the contract price.

State Prevailing Wage Rates are applicable to the Work.

OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work.

If the contract is awarded, OWNER will award the contract to the lowest responsive, responsible Bidder. The low Bidder will be determined on the basis of the base Bid plus any alternates which are accepted by the OWNER in the sequential order they are listed.

END OF SECTION

SHAW
ENGINEERING

June 11, 2012

Lander County Commissioners
Lander County, Nevada
315 South Humboldt
Battle Mountain, Nevada 89820

RE: Austin & Kingston Paving Project 2012
Recommendation of Award

Gentleman:

Shaw Engineering has reviewed the bid proposal submitted by H.E. Hunewill Construction (Hunewill). Hunewill is the apparent low bidder. There bid amount is $1,468,660.00. They have satisfactorily completed the forms associated with the bid proposal package and in the opinion of Shaw Engineering has submitted a responsive and responsible bid. Furthermore, they are qualified to perform the work with regard to licensure and experience.

Shaw Engineering therefore recommends the award of this project to Hunewill.

If you have any questions or comments please feel free to call anytime.

Sincerely,

Steve Brigman, P.E.
Project Engineer

cc: Gene Etcheverry, Executive Director
Bert Ramos Austin & Kingston Road & Bridge Foreman

Attachments: Bid Tabulation

20 Vine Street
Reno, Nevada
89503
Telephone:
775.
329.5559
Facsimile:
775.
329.5406
Email:
www.
shawengineering
.com

BIDS RECEIVED
AUSTIN & KINGSTON PAVING PROJECTS 2012
LANDER COUNTY ROAD DEPARTMENT, AUSTIN
WEDNESDAY JUNE 6, 2012 @ 11:00 AM

NO	DATE	NAME/BIDDER	BID AMOUNT	BID BOND YES/NO
1	6-6-12	A&K Earthmovers	1,543,005.00	yes
2	6-6-12	Hunewill ✓	1,468,460.00	yes
3	6-6-12	Granite Construction	1,870,481.00	yes
4	6-6-12	G&D construction	1,491,156.00	yes
5	6-6-12	Road & Highway Builders	1,695,840.00	yes
6	6-6-12	Sierra Nevada Construction ✓	1,541,559.20	yes
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

OPENED BY: Cathy Myers
Kitty Gingerly

Austin & Kingston Road and Bridge Department
Austin & Kingston Paving Project
Bid Tabulations
June 6, 2012

Item	Description	Qty	Unit	Engineer's Estimage		Hunewill Construction		A & K Earthmovers		Granite Construction		Q & D Construction		Road & Highway Builders		Sierra Nevada Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Kingston Roads Chip Seal	471,000	SF	$2.85	$1,343,376	$2.25	$1,060,560.00	$2.46	$1,159,545.60	$3.06	$1,442,361.60	$2.35	$1,107,696.00	$2.50	$1,178,400.00	$2.47	$1,164,259.20
2	Austin Roads Asphalt Pavement	154,000	SF	$2.85	$438,900	$2.65	$408,100.00	$2.49	$383,460.00	$2.78	$428,120	$2.49	$383,460.00	$3.36	$517,440.00	$2.45	$377,300.00
			Total Bid	$	1,782,276.00		$1,468,660.00		$1,543,005.60		$1,870,481.60		$1,491,156.00	$	1,695,840.00	$	1,541,559.20

Bid Proposal

Table of Contents

00400 Bid Proposal

Contract Identification:

Lander County
Austin and Kingston 2012 Paving Projects

This Bid is Submitted To:

Lander County
315 South Humboldt St.
Battle Mountain, NV 89820

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with **OWNER** in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of **OWNER**.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of

Bid Schedule

Item No.	Description	Estimated Quantity	Unit Price	Total Estimated Amount
1.	**Kingston Roads Chip Seal**: Provide all labor, equipment, materials and services to mill existing asphalt pavement; re-grade, re-shape, moisture condition and re-compact mixed road base; and placement of 3-inch thick Type 2 asphalt concrete pavement at the locations indicated on the Kingston project map and related incidental work.	471,360 SF	$2.46 /SF	$ 1,159,545.60
2.	**Austin Roads Asphalt Pavement**: Provide all labor, equipment, materials and services to place 3-inche thick Type 2 asphalt concrete pavement locations indicated on the Austin project map; and related incidental work.	154,000 SF	$2.49 /SF	$ 383,460.00
	Total Bid Price (Sum of Bid Items 1 thru 2)		$ 1,543,005.60	

See Section 01110 Summary of Work for additional information regarding description of the work in the bid schedule. Also, see Kingston and Austin project maps in Section 00300 of the bid documents.

Unit prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially completed after the date when the contract times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work (and Milestone) within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

A. Bid Bond
B. List of Subcontractors
C. Major Material Suppliers Information
D. Affidavit of Preferential Bidder Status

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to

SPECIAL MEETING OF THE BOARD OF DIRECTORS
A & K Earth Movers, Inc.
July 17, 2006

Attending: Mike Hiatt, Bart Hiatt, Sharon Ream, Chris Spross, Sandie Cole
By Phone: Scott Hiatt, Kelly Hiatt

A special meeting of the Board of Directors of A&K Earth Movers, Inc. was held on Monday, July 17, 2006 beginning at 4:15 p.m. for the purpose of accepting Kenneth P. Hiatt's resolution to resign from the position of President of A&K Earth Movers, Inc.; to finalize the Agreement for the Buy-Out of his share of A&K Stock (copy attached made a part of these minutes); to elect new officers for A & K, effective July 1, 2006; to address the issue of additional signatories for the purpose of signing bid documents and checks; and to establish Corporate authority giving the President and both Vice Presidents authority to sign independently and individually on behalf of A&K, and to be attested to by the Secretary for the purpose of transacting any real estate transactions or any and all other business related issues.

Upon motion, second and unanimous vote of the Members, Kenneth P. Hiatt's resolution to resign as President and to finalize the Buy-Out Agreement of his share of A&K Stock was accepted.

Upon motion, second and unanimous vote of the Members, it was accepted that Bart Hiatt would be the President of A&K.

Upon motion, second and unanimous vote of the Members, it was accepted that Sharon J. Ream would be the Treasurer of A&K.

Bart addressed the Board regarding the need for new signatories for A&K for the purpose of signing bid documents. Sharon stated that she e.mailed everyone in this regard and Kim Bell and Jayme Giovanetti responded stating that there was a need for another signatory in the Reno office for bid documents, as there are time when Mike and Bart are both out of town. It was suggested that making Chris Spross the Secretary of A & K would help alleviate this problem.

Upon motion, second and unanimous vote of the Members, it was accepted that Chris Spross would be the Secretary of A&K , giving him authority to sign bid documents and any other necessary documents relating to the position of Secretary.

Sharon indicated that adding signatories on the checking accounts would require extra changes and since we have Bart's signature stamp there is no need for that. She did recommend, however, that Kim Bell and Dee Erxleben be bonded, as Kim is a signatory on the Reno checking account and Dee is authorized to use Bart's signature stamp upon his approval. It was decided that we would get both Kim and Dee bonded and not add an additional signature on the checking accounts.

Upon motion, second and unanimous vote of the Members, it was accepted that the President and both Vice Presidents could sign independently and individually, and to be attested to by the Secretary for the purpose of transacting any real estate transactions or any and all other business related issues.

Having no further A & K business, the meeting was adjourned at 4:45 p.m.

Dated: July 17, 2006

Kenneth P. Hiatt
Exiting President

Michael A. Hiatt
Director

K. Bart Hiatt, Exiting Sec./Treas.
Newly Elected President

Scott R. Hiatt
Director

Christian Spross
Newly Elected Secretary

Sharon J. Ream
Newly Elected Treasurer

Date of qualifications to do business is 9/1965

Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner --attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner --attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Phone and fax number, and address for receipt of official communications:

_____

_____

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above. Any Bidder who submits a joint venture Bid shall obtain written approval from the State of Nevada Contractors Board prior to submitting such Bid and shall attach the approval with the Bid.)

PENAL SUM FORM

Bid Bond

BIDDER (Name and Address):

A & K Earth Movers, Inc.
12551 Truckee Canyon Court
Sparks, NV 89434

SURETY (Name and Address):

Fidelity And Deposit Company of Maryland
1400 American Lane
Schaumburg, IL 60196

OWNER (Name and Address):

Lander County
315 South Humboldt Street
Battle Mountain, NV 89820

BID

BID DUE DATE: June 6, 2012

DATE (Not later than Bid due date): May 9, 2012

PENAL SUM: Five Percent of Total Amount Bid (*Words*) 5% Percent (*Figures*)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on page 00430-2 hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

A & K Earth Movers, Inc. (Seal)
Bidder's Name and Corporate Seal

By: [signature]
CHRISTIAN SPRUSS Signature and Title CORP SECTY.

Attest: [signature]
Signature and Title

SURETY

Fidelity And Deposit Company of Maryland (Seal)
Surety's Name and Corporate Seal

By: [signature]
Signature and Title (Attach Power of Attorney)
James D. Einerson, Attorney-in-Fact

Attest:
Signature and Title

Notary Public - State of Nevada
Appointment Recorded in Churchill County
No: 94-3102-4 - Expires February 1, 2014

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, **OWNER** or other party shall be considered plural where applicable.

EJCDC No. 1910-28-C (1996 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to **OWNER** upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

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   3.1 **OWNER** accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by **OWNER**, or

   3.3 **OWNER** fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from **OWNER**, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by **OWNER** and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suite or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

CERTIFICATE OF ACKNOWLEDGMENT

State of California)
County of Sacramento)

On 05/09/12 , before me, Gail C. Einerson , Notary Public,_____
(here insert name and title of officer)

personally appeared _____
James D. Einerson

who proved to me on the basis of satisfactory evidence to be

the person(s) whose name(s) is/are subscribed to the within instrument and

acknowledged to me that he/she/they executed the same in his/her/their authorized

capacity (ies), and that by his/her/their signature(s) on the instrument the person(s),

or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gail C. Einerson
Signature of Notary Public

ES11 GAIL C. EINERSON COMM. #1870363 Notary Public-California SACRAMENTO COUNTY My Comm. Exp. MAR 21, 2016 ES11

(seal)

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 9 day of May, 2012.

Assistant Secretary

List of Subcontractors

Is the Bidder going to utilize any subcontractors in excess of five percent of the total amount pursuant to NRS 338.141 1 (b) shown in the base Bid amount *(circle one)*? Yes (No)

If "No", list the name and address of the Bidder (Prime Contractor) who will be performing the Work under this Contract: A & K Earth Movers Inc.
12251 Truckee Canyon Ct.
Sparks, NV 89434

If "Yes", then each Bidder shall list below the name and business address of each subcontractor who will perform Work or render service under this Contract in or about the construction of the improvement, or a Subcontractor licensed by the State of Nevada who specially fabricates and installs a portion of the Work or improvement according to the Contract Documents, and shall also list the portion of the Work which will be done by such Subcontractor. Bidder shall also list himself as completing all other work not specifically indicated as being done by a subcontractor in the space indicated.

Portion of Work	Subcontractor's Name and Address
1. All work not specifically subcontracted to others	A & K Earth Movers, Inc. 12251 Truckee Canyon Ct., Sparks, NV
2.	
3.	
4.	
5.	
6.	
7.	
8. For any work not specifically listed in items 1-7 above, the Bidder (Prime Contractor) shall list his name on the right.	A & K Earth Movers, Inc. 12251 Truckee Canyon Ct, Sparks, NV

Major Material Suppliers Information

The Bidder shall indicate opposite each item listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the Bid.

Equipment/Material	Manufacturer/Supplier
1. Asphalt	A & K Earth Movers
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY
PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: ***BPC-00-01-18-0004***

A & K EARTH MOVERS INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER ***24548*** ORIGINAL ISSUE DATE: ***04/08/1987*** BUSINESS TYPE: ***CORPORATION*** CLASSIFICATION: ***A – GENERAL ENGINEERING*** MONETARY LICENSE LIMIT: ***UNLIMITED*** STATUS: ***ACTIVE***, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON ***MAY 1, 2012*** AND EXPIRES ON ***APRIL 30, 2013***, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

4-10-2012

NANCY MATHIAS, LICENSING ADMINISTRATOR FOR MARGI GREIN, EXECUTIVE OFFICER — DATE

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

Bid Proposal

Table of Contents

00400 Bid Proposal

Contract Identification:

Lander County
Austin and Kingston 2012 Paving Projects

This Bid is Submitted To:

Lander County
315 South Humboldt St.
Battle Mountain, NV 89820

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with **OWNER** in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of **OWNER.**

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
0/None	

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of

the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of Work to be performed by **OWNER** and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given **ENGINEER** written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Bidding Documents, and the written resolution thereof by **ENGINEER** is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder is aware that project funding is being provided in whole or in part by Lander County.

L. Bidder understands that State Prevailing Wage Rates are applicable on this project.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over **OWNER**.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bid Schedule

Item No.	Description	Estimated Quantity	Unit Price	Total Estimated Amount
1.	**Kingston Roads Chip Seal:** Provide all labor, equipment, materials and services to mill existing asphalt pavement; re-grade, re-shape, moisture condition and re-compact mixed road base; and placement of 3-inch thick Type 2 asphalt concrete pavement at the locations indicated on the Kingston project map and related incidental work.	471,360 SF	$2.35 /SF	$1,107,696.00
2.	**Austin Roads Asphalt Pavement:** Provide all labor, equipment, materials and services to place 3-inche thick Type 2 asphalt concrete pavement locations indicated on the Austin project map; and related incidental work.	154,000 SF	2.49 /SF	$383,460.00
	Total Bid Price (Sum of Bid Items 1 thru 2)		$1,491,156.00	

See Section 01110 Summary of Work for additional information regarding description of the work in the bid schedule. Also, see Kingston and Austin project maps in Section 00300 of the bid documents.

Unit prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially completed after the date when the contract times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work (and Milestone) within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

A. Bid Bond
B. List of Subcontractors
C. Major Material Suppliers Information
D. Affidavit of Preferential Bidder Status

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to

Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on JUNE 6, 2012

State Contractor License No. 8197 A&B Contractual Limit $ UNLIMITED

I have ☐ have not ☑ applied for a one time raise in limit with the State of Nevada State Contractors Board.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(*Individual's signature*)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(*Signature of general partner --attach evidence of authority to sign*)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: Q & D CONSTRUCTION, INC. (SEAL)

State of Incorporation: NEVADA

Type (General Business, Professional, Service, Limited Liability): GENERAL BUSINESS

By: _____
(*Signature --attach evidence of authority to sign*)

Name (typed or printed): LANCE SEMENZA

Title: SR. V.P. **(CORPORATE SEAL)**

Attest: _____
(*Signature of Corporate Secretary*)

Business address: 1050 S. 21ST STREET, SPARKS, NV 89431

Phone No.: 775-786-2677 Fax No.: 775-786-5136

Date of qualifications to do business is 1964

Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner --attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner --attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Phone and fax number, and address for receipt of official communications:

_____

_____

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above. Any Bidder who submits a joint venture Bid shall obtain written approval from the State of Nevada Contractors Board prior to submitting such Bid and shall attach the approval with the Bid.)

This page left intentionally blank.

PENAL SUM FORM

Bid Bond

BIDDER (Name and Address):

Q & D Construction, Inc.
P O Box 10865
Sparks, NV 89510

SURETY (Name and Address):

Western Surety Company
2210 Plaza Dr., Ste. 150
Rocklin, CA 95765

OWNER (Name and Address):

Lander County
315 South Humboldt Street
Battle Mountain, NV 89820

BID

BID DUE DATE: June 6, 2012

DATE (Not later than Bid due date): May 21, 2012

PENAL SUM: Five percent of amount bid (*Words*) **5%** (*Figures*)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on page 00430-2 hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Q & D Construction, Inc. (Seal)
Bidder's Name and Corporate Seal

By: Jane Demerbo
Signature and Title Sr. V.P.

Attest:
Signature and Title

SURETY

Western Surety Company (Seal)
Surety's Name and Corporate Seal

By: Attorney-In-Fact
Signature and Title (Attach Power of Attorney)

Attest:
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

EJCDC No. 1910-28-C (1996 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to **OWNER** upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 **OWNER** accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by **OWNER**, or

   3.3 **OWNER** fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from **OWNER**, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by **OWNER** and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suite or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Teri Lynn Wood, Patricia Owens, Nick Rossi, Lori Jones, Individually

of Reno, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 17th day of October, 2011.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Paul T. Bruflat, Senior Vice President

State of South Dakota
County of Minnehaha } ss

On this 17th day of October, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012

D. KRELL
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of November, 2011.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

L. Nelson, Assistant Secretary

Form F4280-09-06

PENAL SUM FORM

Bid Bond

BIDDER (Name and Address):

_____

_____

_____

SURETY (Name and Address):

_____

_____

_____

OWNER (Name and Address):

_____

_____

_____

BID

BID DUE DATE: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____ _____

(Words) *(Figures)*

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on page 00430-2 hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title SR. V.P.	Signature and Title (Attach Power of Attorney)
Attest: _____	Attest: _____
Signature and Title	Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, **OWNER** or other party shall be considered plural where applicable.

EJCDC No. 1910-28-C (1996 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to **OWNER** upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 **OWNER** accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by **OWNER**, or

   3.3 **OWNER** fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from **OWNER**, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by **OWNER** and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suite or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

List of Subcontractors

Is the Bidder going to utilize any subcontractors in excess of five percent of the total amount pursuant to NRS 338.141 1 (b) shown in the base Bid amount *(circle one)*? Yes (No)

If "No", list the name and address of the Bidder (Prime Contractor) who will be performing the Work under this Contract: Q&D Construction
1050 S. 21st
Sparks NV 89431

If "Yes", then each Bidder shall list below the name and business address of each subcontractor who will perform Work or render service under this Contract in or about the construction of the improvement, or a Subcontractor licensed by the State of Nevada who specially fabricates and installs a portion of the Work or improvement according to the Contract Documents, and shall also list the portion of the Work which will be done by such Subcontractor. Bidder shall also list himself as completing all other work not specifically indicated as being done by a subcontractor in the space indicated.

Portion of Work	Subcontractor's Name and Address
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8. For any work not specifically listed in items 1-7 above, the Bidder (Prime Contractor) shall list his name on the right.	Q&D Construction

2 Hour Subcontractor Notification

Pursuant to NRS 338.1411 (b) contractors submitting the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or $50,000, whichever is greater, and the number of the license issued to the first tier subcontractor. Bidders may complete this form and submit with the Bid, which will meet the 2 hour notification requirement.

	Portion of Work	Subcontractor's Name and License #
1.	Pulverization	Pavement Recycling Systems 36228 A
2.	[redacted]	
3.	All Work not Performed By Sub Contractors	QTD Construction Lic# 8197 A&B
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Major Material Suppliers Information

The Bidder shall indicate opposite each item listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the Bid.

Equipment/Material	Manufacturer/Supplier
1. Asphalt	SNC / RAND
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

Preferential Bidder Status

(COMPLETION OF THIS PORTION OF THE BID PROPOSAL IS OPTIONAL)

In accordance with NRS 338.147, a Bidder that submits copy of a certificate of eligibility to receive a preference in bidding on public works issued to him by the state contractors board shall be deemed to have submitted a better bid than a competing contractor who has not provided a copy of such a valid certificate of eligibility if the amount of his bid is not more than 5 percent higher than the amount bid by the competing bidder.

✓ Copy of Certificate of Eligibility to receive a preference in bidding is attached.
(Initial or check if applies)

Signature

Sr. V.P.
Title

Subscribed and sworn to this 5th day of June, 2012.

DEBBIE FERRETTO
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 99-12527-2 - Expires January 13, 2016

Q&D CONSTRUCTION INC.
BUILDING • GENERAL ENGINEERING • DEVELOPMENT • MILLWORK

MINUTES OF SPECIAL JOINT MEETING
OF
BOARD OF DIRECTORS AND STOCKHOLDERS
OF
Q&D CONSTRUCTION, INC.

A special joint meeting of the Board of Directors and Stockholders of Q&D Construction, Inc. was held on the 9th day of November 2011, at the office of the corporation located at 1050 S. 21st Street, Sparks, Nevada.

Present at the meeting were Norman L. Dianda, Laura J. Dianda, Christopher A. Dianda and Michael P. Dianda. Pursuant to the bylaws of the Corporation, Norman L. Dianda president of the corporation presided over the meeting and Laura J. Dianda acted as secretary and kept the minutes.

The purpose of the meeting was to give signing authority to Tim Kretzschmar, Sr. Vice President – Building and Lance Semenko, Sr. Vice President – Engineering on behalf of Q&D Construction, Inc.

> RESOLUTION NO. 1: That Q&D Construction, Inc. hereby authorizes Tim Kretzschmar and Lance Semenko to execute RFP's, RFQ's, Bid Proposal Forms, Bid Bonds, Preconstruction Agreements, Owner Agreements, Performance and Payment Bonds and any subsequent documents and agreements on behalf of Q&D Construction, Inc.

There being no further business coming before this meeting, it was duly adjourned.

Laura J. Dianda

Laura J. Dianda, Secretary

TEL: 775-786-2677 • FAX: 775-786-5136 • 1050 So 21st St., Sparks, NV 89431 • P.O. Box 10865 • Reno, NV 89510
Nevada Contractors License 8197 A & B • California Contractors License 427988

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

Q & D CONSTRUCTION INC

Licensed since April 13, 1967

License No. *0008197A*

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

NORMAN DIANDA, President Qualified Indi

LAURA J DIANDA, Secretary

TIMOTHY JOHN KRETZSCHMAR, Qualified

B-GENERAL BUILDING

LIMIT: Unlimited
EXPIRES: 04/30/2013

STATE OF NEVADA · THE GREAT SEAL OF THE STATE OF NEVADA · STATE CONTRACTORS BOARD

Chairman, Nevada State Contractors Board

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

Q & D CONSTRUCTION INC

Licensed since August 26, 1986

License No. *0008197B*

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

NORMAN DIANDA, President Qualified Indi

LAURA JEAN DIANDA, Secretary

LANCE KENNETH SEMENKO, Qualified Indiv

A-GENERAL ENGINEERING

LIMIT: Unlimited
EXPIRES: 08/31/2013

STATE OF NEVADA · THE GREAT SEAL OF THE STATE OF NEVADA · STATE CONTRACTORS BOARD

Chairman, Nevada State Contractors Board

NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY
PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: *BPC-00-01-20-0019*

Q & D CONSTRUCTION INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER *8197A* ORIGINAL ISSUE DATE: *04/13/1967* BUSINESS TYPE: *CORPORATION* CLASSIFICATION: *B-GENERAL BUILDING* MONETARY LICENSE LIMIT: *UNLIMITED* STATUS: *ACTIVE*, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON *MAY 1, 2012* AND EXPIRES ON *APRIL 30, 2013*, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

4-10-2012

NANCY MATHIAS, LICENSING ADMINISTRATOR — DATE
FOR MARGI GREIN, EXECUTIVE OFFICER

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

Bid Proposal

Table of Contents

00400 Bid Proposal

Contract Identification:

Lander County
Austin and Kingston 2012 Paving Projects

This Bid is Submitted To:

Lander County
315 South Humboldt St.
Battle Mountain, NV 89820

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with **OWNER** in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of **OWNER**.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of

Bid Schedule

Item No.	Description	Estimated Quantity	Unit Price	Total Estimated Amount
1.	**Kingston Roads Chip Seal**: Provide all labor, equipment, materials and services to mill existing asphalt pavement; re-grade, re-shape, moisture condition and re-compact mixed road base; and placement of 3-inch thick Type 2 asphalt concrete pavement at the locations indicated on the Kingston project map and related incidental work.	471,360 SF	$2.50/SF	$1,178,400.00
2.	**Austin Roads Asphalt Pavement**: Provide all labor, equipment, materials and services to place 3-inche thick Type 2 asphalt concrete pavement locations indicated on the Austin project map; and related incidental work.	154,000 SF	3.36/SF	$517,440.00
	Total Bid Price (Sum of Bid Items 1 thru 2)		$1,695,840.00	

See Section 01110 Summary of Work for additional information regarding description of the work in the bid schedule. Also, see Kingston and Austin project maps in Section 00300 of the bid documents.

Unit prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially completed after the date when the contract times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work (and Milestone) within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

A. Bid Bond
B. List of Subcontractors
C. Major Material Suppliers Information
D. Affidavit of Preferential Bidder Status

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to

Date of qualifications to do business is November 30, 2012

Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner --attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner --attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Phone and fax number, and address for receipt of official communications:

PHONE : (775) 852-7283

FAX : (775) 359-7248

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above. Any Bidder who submits a joint venture Bid shall obtain written approval from the State of Nevada Contractors Board prior to submitting such Bid and shall attach the approval with the Bid.)

PENAL SUM FORM

Bid Bond

BIDDER (Name and Address):

Road and Highway Builders, LLC

96 Glen Carran Circle, Ste. 106

Sparks NV 89431

SURETY (Name and Address):

Travelers Casualty and Surety Company of America

One Tower Square

Hartford CT 06183

OWNER (Name and Address):

Lander County

315 South Humboldt St.

Battle Mountain NV 89820

BID Austin and Kingston Paving Projects, Project PWP-LA-2012-253

BID DUE DATE: June 6,2012

DATE (Not later than Bid due date): June 6,2012

PENAL SUM: Five Percent (5%) of Amount of Bid (*Words*) 5% (*Figures*)

IN WITNESS WHEREOF; Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on page 00430-2 hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Road and Highway Builders, LLC (Seal)
Bidder's Name and Corporate Seal

By: President
Signature and Title

Attest: Asst. Secretary
Signature and Title

SURETY

Travelers Casualty and Surety Company of America (Seal)
Surety's Name and Corporate Seal

By:
Signature and Title (Attach Power of Attorney)
Kathleen M. Irelan, Attorney-in-Fact

Attest:
Signature and Title
Sharon Weiss, Surety Administrator

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, **OWNER** or other party shall be considered plural where applicable.

EJCDC No. 1910-28-C (1996 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to **OWNER** upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 **OWNER** accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by **OWNER**, or

   3.3 **OWNER** fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from **OWNER**, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by **OWNER** and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suite or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221694

Certificate No. 004815013

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Ian J. Donald, Jeffrey A. Chandler, Kathleen M. Irelan, Robert Trobec, Alan P. Chandler, and Chad Teague

of the City of Troy, State of Michigan, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of April, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 17th day of April, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

Marie C. Tetreault, Notary Public

58440-6-11Printed in U.S.A.

List of Subcontractors

Is the Bidder going to utilize any subcontractors in excess of five percent of the total amount pursuant to NRS 338.141 1 (b) shown in the base Bid amount *(circle one)*? Yes No

If "No", list the name and address of the Bidder (Prime Contractor) who will be performing the Work under this Contract: ROAD AND HIGHWAY BUILDERS, LLC.
P.O. BOX 70846
RENO NV 89570

If "Yes", then each Bidder shall list below the name and business address of each subcontractor who will perform Work or render service under this Contract in or about the construction of the improvement, or a Subcontractor licensed by the State of Nevada who specially fabricates and installs a portion of the Work or improvement according to the Contract Documents, and shall also list the portion of the Work which will be done by such Subcontractor. Bidder shall also list himself as completing all other work not specifically indicated as being done by a subcontractor in the space indicated.

Portion of Work	Subcontractor's Name and Address
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8. For any work not specifically listed in items 1-7 above, the Bidder (Prime Contractor) shall list his name on the right.	ROAD AND HIGHWAY BUILDERS, LLC P.O. BOX 70846 RENO NV 89570

Major Material Suppliers Information

The Bidder shall indicate opposite each item listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the Bid.

Equipment/Material	Manufacturer/Supplier
1. Asphalt Oil	Calumet Specialty Products
2. Asphalt Emulsion	Calumet Specialty Products
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY
PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: *BPC-05-01-11-0269*

ROAD AND HIGHWAY BUILDERS, LLC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: *49939* ORIGINAL ISSUE DATE: *01/11/2000* BUSINESS TYPE: *LIMITED LIABILITY* CLASSIFICATION: *A-GENERAL ENGINEERING* MONETARY LICENSE LIMIT: *UNLIMITED* STATUS: *ACTIVE*, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON *FEBRUARY 1, 2012* AND EXPIRES ON *JANUARY 31, 2013*, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
FOR MARGI A. GREIN, EXECUTIVE OFFICER

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

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

ROAD AND HIGHWAY BUILDERS, LLC

Nevada Business Identification # NV19991088088

Expiration Date: November 30, 2012

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

This license shall be considered valid until the expiration date listed above unless suspended or revoked in accordance with Title 7 of Nevada Revised Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on November 17, 2011

ROSS MILLER
Secretary of State

This document is not transferable and is not issued in lieu of any locally-required business license, permit or registration.

Please Post in a Conspicuous Location

You may verify this Nevada State Business License online at www.nvsos.gov under the Nevada Business Search.

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

STATE CONTRACTORS BOARD

Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

The Nevada State Contractors Board certifies that

ROAD AND HIGHWAY BUILDERS LLC

Licensed since January 11, 2000

License No. 0049939

is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

RICHARD HOWARD BUENTING,Member

GLEN CLAIR FICHARDT,Qualified Individu

STEPHEN DALE BLAKELY,Qualified Indivi

A-GENERAL ENGINEERING

LIMIT: Unlimited
EXPIRES: 01/31/2013

Chairman, Nevada State Contractors Board

STATE OF NEVADA
CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN:

ROAD AND HIGHWAY BUILDERS LLC
P O BOX 70846
RENO NV 89570

LIC. NO. 0049939

EXPIRES: 01/31/2013

LIMIT: Unlimited
Class: A

STATE OF NEVADA
STATE CONTRACTORS BOARD
9670 Gateway Drive, Suite 100 Reno, Nevada 89521
2310 Corporate Circle, Suite 200 Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is $_____ to cover the cost of _____ additio pocket cards at ten dollars ($10.00) each.

Firm Name _____

License No _____

Date: _____ By: _____

ROAD AND HIGHWAY BUILDERS LLC
P O BOX 70846
RENO NV 89570

STATE OF NEVADA

DEPARTMENT OF TRANSPORTATION

1263 South Stewart Street

Carson City, Nevada 89712

Brian Sandoval
Governor

Susan Martinovich, P.E.
Director

March 28, 2012

A070
RICHARD BUENTING
ROAD AND HIGHWAY BUILDERS LLC
PO BOX 70846
RENO NV 89570

Prequalification
Status

Dear Mr. Buenting:

The Contractor's Statement of Experience and Financial Condition for Prequalification recently submitted by your organization has been reviewed.

Effective the date of this letter, you are prequalified to bid on Nevada Department of Transportation projects in accordance with State of Nevada Contractors License 0049939.

Your Contractor ID# is 29. Please keep this number for your records, and for access to the Electronic Bidding Contractor's Desktop Application which will be used for contracts advertised beginning December 1, 2011. While your Contractor ID# is not strictly confidential, it forms part of your access to Electronic Bidding and should not be publicized.

If you choose to submit bids electronically, Disadvantaged Business Enterprise goal information can be submitted through a DBE Portal website. To create a user identification and password to access the DBE portal your registration number is 6EA9AB1BAA.

The amount and period of your qualification is as follows:

Amount of Prequalification	Unlimited
Maximum Bidding Range:	Unlimited
Date of Expiration:	March 31, 2013

Sincerely,

Christi Thompson
Admin. Services Officer

CT:sc

Bid Proposal

Table of Contents

00400 Bid Proposal

Contract Identification:

Lander County
Austin and Kingston 2012 Paving Projects

This Bid is Submitted To:

Lander County
315 South Humboldt St.
Battle Mountain, NV 89820

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with **OWNER** in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of **OWNER**.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of

Ag. 21

the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of Work to be performed by **OWNER** and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given **ENGINEER** written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Bidding Documents, and the written resolution thereof by **ENGINEER** is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder is aware that project funding is being provided in whole or in part by Lander County.

L. Bidder understands that State Prevailing Wage Rates are applicable on this project.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over **OWNER**.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bid Schedule

Item No.	Description	Estimated Quantity	Unit Price	Total Estimated Amount
1.	**Kingston Roads Chip Seal:** Provide all labor, equipment, materials and services to mill existing asphalt pavement; re-grade, re-shape, moisture condition and re-compact mixed road base; and placement of 3-inch thick Type 2 asphalt concrete pavement at the locations indicated on the Kingston project map and related incidental work.	471,360 SF	2.47 /SF	$ 1,164,259.20
2.	**Austin Roads Asphalt Pavement:** Provide all labor, equipment, materials and services to place 3-inche thick Type 2 asphalt concrete pavement locations indicated on the Austin project map; and related incidental work.	154,000 SF	2.45 /SF	$ 377,300.00
	Total Bid Price (Sum of Bid Items 1 thru 2)		$ 1,541,559.20	

See Section 01110 Summary of Work for additional information regarding description of the work in the bid schedule. Also, see Kingston and Austin project maps in Section 00300 of the bid documents.

Unit prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially completed after the date when the contract times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work (and Milestone) within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

A. Bid Bond
B. List of Subcontractors
C. Major Material Suppliers Information
D. Affidavit of Preferential Bidder Status

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to

Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on June 6, 20 12

State Contractor License No. 25565 Contractual Limit $ unlimited

I have ☐ have not ☒ applied for a one time raise in limit with the State of Nevada State Contractors Board.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(*Individual's signature*)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(*Signature of general partner --attach evidence of authority to sign*)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: Sierra Nevada Construction, Inc. (SEAL)

State of Incorporation: Nevada

Type (General Business, Professional, Service, Limited Liability): General Business

By: _____
(*Signature --attach evidence of authority to sign*)

Name (typed or printed): Kevin L. Robertson

Title: President (CORPORATE SEAL)

Attest: _____
Craig D. Holt, Vice-President/(*Signature of Corporate Secretary*) Secretary

Business address: PO Box 50760, Sparks, Nevada 89435

Phone No.: 775-355-0420 Fax No.: 775-355-0535

Date of qualifications to do business is 3/2/88

Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner --attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner --attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Phone and fax number, and address for receipt of official communications:

_____

_____

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above. Any Bidder who submits a joint venture Bid shall obtain written approval from the State of Nevada Contractors Board prior to submitting such Bid and shall attach the approval with the Bid.)

This page left intentionally blank.

PENAL SUM FORM

Bid Bond

BIDDER (Name and Address):

Sierra Nevada Construction, Inc.
P. O. Box 50760
Sparks, NV 89435

SURETY (Name and Address):

Liberty Mutual Insurance Company
14123 Denver West Parkway
Golden, CO 80401

OWNER (Name and Address):

Lander County
315 South Humboldt St.
Battle Mountain, NV 89820

BID

BID DUE DATE: June 6, 2012

DATE (Not later than Bid due date): May 22, 2012

PENAL SUM: Five percent of attached bid (*Words*) **5%** (*Figures*)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on page 00430-2 hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
Sierra Nevada Construction, Inc. (Seal)	Liberty Mutual Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Kevin L. Robertson Signature and Title President	By: Signature and Title (Attach Power of Attorney) Attorney-In-Fact
Attest: Craig D. Holt Signature and Title Vice-President/Secretary	Attest: Signature and Title Notary

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

EJCDC No. 1910-28-C (1996 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to **OWNER** upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 **OWNER** accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by **OWNER**, or

   3.3 **OWNER** fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from **OWNER**, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by **OWNER** and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suite or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

3072530

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

LORI JONES, NICHOLAS D. ROSSI, TERI L. WOOD, ALL OF THE CITY OF RENO, STATE OF NEVADA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **SEVENTY FIVE MILLION AND 00/100**********_____ DOLLARS ($ **75,000,000.00**********_____) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 24th day of August, 2010:

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of August, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 23rd day of May, 2013.

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

PENAL SUM FORM

Bid Bond

BIDDER (Name and Address):

_____

_____

_____

SURETY (Name and Address):

_____

_____

_____

OWNER (Name and Address):

_____

_____

_____

BID

BID DUE DATE: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____ _____

(Words) *(Figures)*

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on page 00430-2 hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
_____(Seal)	_____(Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title	Signature and Title (Attach Power of Attorney)
Attest: _____	Attest: _____
Signature and Title	Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, **OWNER** or other party shall be considered plural where applicable.

EJCDC No. 1910-28-C (1996 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to **OWNER** upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 **OWNER** accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by **OWNER**, or

   3.3 **OWNER** fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from **OWNER**, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by **OWNER** and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suite or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

List of Subcontractors

Is the Bidder going to utilize any subcontractors in excess of five *percent of the total amount pursuant to* NRS 338.141 1 (b) shown in the base Bid amount *(circle one)*? Yes (No)

If "No", list the name and address of the Bidder (Prime Contractor) who will be performing the Work under this Contract: Sierra Nevada Construction, Inc.
PO Box 50760
Sparks, NV 89435

If "Yes", then each Bidder shall list below the name and business address of each subcontractor who will perform Work or render service under this Contract in or about the construction of the improvement, or a Subcontractor licensed by the State of Nevada who specially fabricates and installs a portion of the Work or improvement according to the Contract Documents, and shall also list the portion of the Work which will be done by such Subcontractor. Bidder shall also list himself as completing all other work not specifically indicated as being done by a subcontractor in the space indicated.

Portion of Work	Subcontractor's Name and Address
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8. For any work not specifically listed in items 1-7 above, the Bidder (Prime Contractor) shall list his name on the right.	Sierra Nevada Construction, Inc. PO Box 50760, Sparks, NV 89435

2 Hour Subcontractor Notification

Pursuant to NRS 338.1411 (b) contractors submitting the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or $50,000, whichever is greater, and the number of the license issued to the first tier subcontractor. Bidders may complete this form and submit with the Bid, which will meet the 2 hour notification requirement.

Portion of Work	Subcontractor's Name and License #
1. grading, paving	Sierra Nevada Construction, Inc. #25565
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

Major Material Suppliers Information

The Bidder shall indicate opposite each item listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the Bid.

Equipment/Material	Manufacturer/Supplier
1. Asphalt Oil	Foreland & Paramount
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

Preferential Bidder Status

(COMPLETION OF THIS PORTION OF THE BID PROPOSAL IS OPTIONAL)

In accordance with NRS 338.147, a Bidder that submits copy of a certificate of eligibility to receive a preference in bidding on public works issued to him by the state contractors board shall be deemed to have submitted a better bid than a competing contractor who has not provided a copy of such a valid certificate of eligibility if the amount of his bid is not more than 5 percent higher than the amount bid by the competing bidder.

X Copy of Certificate of Eligibility to receive a preference in bidding is attached. (Initial or check if applies)

Kevin L. Robertson Signature

President
Title

Subscribed and sworn to this 6th day of June, 2012.

Darcia A. Wagner, Notary Public

DARCIA A. WAGNER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 96-3487-2 - Expires August 1, 2015

AFFIDAVIT REGARDING PREFERENCE IN BIDDING

State of Nevada
County of Washoe

Kevin L. Robertson, President, Sierra Nevada Construction, Inc. being duly sworn do depose and say that, I swear and affirm that for the duration of the Austin and Kingston Paving Projects 2012, PWP-LA-2012-253:

a. At least 50 percent (50%) of all workers employed on the Project, including without limitation, any employees of the CONTRACTOR, applicant or design-build team and of any subcontractor engaged on the Project, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles.

b. All vehicles used primarily for the Project will be:
(i.) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Nevada Department of Motor Vehicles pursuant to NRS 706.726; or
(ii.) Registered in the State of Nevada

c. At least 50 percent (50%) of the design professionals working on the Project, including without limitation, any employees of the CONTRACTOR, applicant or design-build team and of any subcontractor engaged on the Project, will have a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles.

d. At least 25 percent (25%) of the suppliers of the materials used for the Project will be located in Nevada.

e. The CONTRACTOR, applicant or design build team and any subcontractor engaged on the Project will maintain, and make available for the inspection, within Nevada his or her records concerning payroll relating to the Project.

Signature: _____ Date: June 6, 2012

By: Kevin L. Robertson Title: President

Signed and sworn to (or affirmed) before me on this 6th day of June, 2012 by Kevin L. Robertson.

Darcia A. Wagner
Notary Signature

DARCIA A. WAGNER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 96-3487-2 - Expires August 1, 2015

NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY
PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: *BPC-00-01-27-0032*

SIERRA NEVADA CONSTRUCTION, INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER *25565* ORIGINAL ISSUE DATE: *07/05/1988* BUSINESS TYPE: *CORPORATION* CLASSIFICATION: *A-GENERAL ENGINEERING* MONETARY LICENSE LIMIT: *UNLIMITED* STATUS: *ACTIVE*, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON *AUGUST 1, 2011* AND EXPIRES ON *JULY 31, 2012*, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

Nancy Mathias 4/14/2011

NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
FOR MARGI GREIN, EXECUTIVE OFFICER

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

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

SIERRA NEVADA CONSTRUCTION INC

Licensed since July 05, 1988

License No. *0025565*

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:
KEVIN LELAND ROBERTSON,President Qu
CRAIG DANIEL HOLT,Vice President
BRYAN WAYNE HOLT,Treasurer

A-GENERAL ENGINEERING

LIMIT: Unlimited
EXPIRES: 07/31/2013

STATE OF NEVADA STATE CONTRACTORS BOARD

Chairman, Nevada State Contractors Board

STATE OF NEVADA
CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN:

SIERRA NEVADA CONSTRUCTION INC
P O BOX 50760
SPARKS NV 894350760

LIC. NO. 0025565

EXPIRES: 07/31/2013

LIMIT Unlimited
Class: A

STATE OF NEVADA
STATE CONTRACTORS BOARD
9670 Gateway Drive, Suite 100 Reno, Nevada 89521
2310 Corporate Circle, Suite 200 Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is $_____ to cover the cost of _____ additional pocket cards at ten dollars ($10.00) each.

Firm Name _____

License No. _____

Date: _____ By: _____

SIERRA NEVADA CONSTRUCTION INC
P O BOX 50760
SPARKS NV 894350760

RECEIVED
JUN 21 2011
SIERRA NEVADA CONSTRUCTION INC

(NSPO Rev. 3-10) (O) 2797

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

SIERRA NEVADA CONSTRUCTION, INC.

Nevada Business Identification # NV19881009372

Expiration Date: March 31, 2013

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

This license shall be considered valid until the expiration date listed above unless suspended or revoked in accordance with Title 7 of Nevada Revised Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on January 17, 2012

ROSS MILLER
Secretary of State

This document is not transferable and is not issued in lieu of any locally-required business license, permit or registration.

Please Post in a Conspicuous Location

You may verify this Nevada State Business License online at www.nvsos.gov under the Nevada Business Search.

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OR DIRECTORS AND SHAREHOLDERS OF SIERRA NEVADA CONSTRUCTION, INC.

February 1, 2005

The undersigned, being all of the directors and shareholders of Sierra Nevada Construction, Inc., a Nevada corporation (the "Corporation"), do hereby unanimously approve, adopt, make, ratify and confirm the following:

WHEREAS, Kevin L. Robertson acts in the capacity of President, Craig D. Holt acts in the capacity of Vice President and Secretary, and Bryan Holt acts in the capacity of Chief Financial Officer and Treasurer of Sierra Nevada Construction, Inc.

WHEREAS, Kevin L. Robertson, Craig D. Holt and Bryan W. Holt as officers of this Corporation may be required from time to time to execute agreements on behalf on Sierra Nevada Construction, Inc.

NOW THEREFORE, the undersigned directors and shareholders of Sierra Nevada Construction, Inc., resolve as follows:

RESOLVED, that the following individuals are appointed to serve as officers of this Corporation in the specified capacities:

Kevin L. Robertson	President
Craig D. Holt	Vice President/Secretary
Bryan W. Holt	Chief Financial Officer/Treasurer

RESOLVED, that Kevin L. Robertson, Craig D. Holt and Bryan W. Holt, as officers of this Corporation are authorized to execute agreements into, between or among Sierra Nevada Construction, Inc., and third parties without further authorization from the directors and/or shareholders.

and, further

RESOLVED, that Kevin L. Robertson, Craig D. Holt, and Bryan W. Holt, in their capacities as officers of this Corporation are authorized to take all necessary and appropriate steps on behalf of the Corporation to effectuate the proposed amendments to the Articles of Incorporation and the Bylaws of the Corporation..

IN WITNESS WHEREOF, the directors and shareholders have executed this instrument effective February 1, 2005.

Directors:

Craig D. Holt

Kevin L. Robertson

Shareholders:

Craig D. Holt

Kevin L. Robertson

Bid Proposal

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00400 Bid Proposal

Contract Identification:

Lander County
Austin and Kingston 2012 Paving Projects

This Bid is Submitted To:

Lander County
315 South Humboldt St.
Battle Mountain, NV 89820

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with **OWNER** in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of **OWNER**.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
NONE	

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (i) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of

Bid Schedule

Item No.	Description	Estimated Quantity	Unit Price	Total Estimated Amount
1.	**Kingston Roads Chip Seal:** Provide all labor, equipment, materials and services to mill existing asphalt pavement; re-grade, re-shape, moisture condition and re-compact mixed road base; and placement of 3-inch thick Type 2 asphalt concrete pavement at the locations indicated on the Kingston project map and related incidental work.	471,360 SF	3 06 /SF	$ 1,442,361 60
2.	**Austin Roads Asphalt Pavement:** Provide all labor, equipment, materials and services to place 3-inche thick Type 2 asphalt concrete pavement locations indicated on the Austin project map; and related incidental work.	154,000 SF	2 78 /SF	$ 428,120 00
	Total Bid Price (Sum of Bid Items 1 thru 2)		$ 1,870,481 60	

See Section 01110 Summary of Work for additional information regarding description of the work in the bid schedule. Also, see Kingston and Austin project maps in Section 00300 of the bid documents.

Unit prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially completed after the date when the contract times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work (and Milestone) within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

A. Bid Bond
B. List of Subcontractors
C. Major Material Suppliers Information
D. Affidavit of Preferential Bidder Status

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

I, Richard A. Watts, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted on February 1, 2012 by a Unanimous Written Consent of the Board of Directors in accordance in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

RESOLVED, *that, effective February 1, 2012, the below listed individuals are authorized to* execute documents and agreements in connection with the operations of this Company :

James H. Roberts	President & CEO
Laurel J. Krzeminski	Vice President, CFO & Assistant Secretary
Michael F. Donnino	Senior Vice President, Group Manager & Assistant Secretary
Thomas S. Case	Vice President, Group Manager & Assistant Secretary
John A. Franich	Vice President, Group Manager & Assistant Secretary
Philip M. DeCocco	Vice President of Human Resources &Assistant Secretary
Jigisha Desai	Vice President, Treasurer, Assistant Financial Officer & Assistant Secretary
Ronald L. Gatto	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
Kent H. Marshall	Vice President, Director of Business Development & Assistant Secretary
Jay L. McQuillen, Jr.	Vice President, Group Manager & Assistant Secretary
Richard A. Watts	Vice President, General Counsel, Corporate Compliance Officer & Secretary
Scott D. Wolcott	Vice President of Land and Quarry
Thomas M. Bodeman	Director of Corporate Taxation & Assistant Secretary

RESOLVED FURTHER, that the authority provided herein is subject to the limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect as of February 1, 2012.

AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS

RESOLVED FURTHER, that, effective February 1, 2012, the below listed individuals are authorized to attest documents and agreements in connection with the operations of the Company:

James H. Roberts	President & CEO
Laurel J. Krzeminski	Vice President, CFO & Assistant Secretary
Michael F. Donnino	Senior Vice President, Group Manager & Assistant Secretary
Thomas S. Case	Vice President, Group Manager & Assistant Secretary
John A. Franich	Vice President, Group Manager & Assistant Secretary
Philip M. DeCocco	Vice President of Human Resources &Assistant Secretary
Jigisha Desai	Vice President, Treasurer, Assistant Financial Officer & Assistant Secretary
Ronald L. Gatto	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
Kent H. Marshall	Vice President, Director of Business Development & Assistant Secretary
Jay L. McQuillen, Jr.	Vice President, Group Manager & Assistant Secretary
Richard A. Watts	Vice President, General Counsel, Corporate Compliance Officer & Secretary
Scott D. Wolcott	Vice President of Land and Quarry
Thomas M. Bodeman	Director of Corporate Taxation &Assistant Secretary
Kenneth M. Smith	Group Counsel & Assistant Secretary
Jason M. Jasper	Group Counsel & Assistant Secretary

Dated: April 5, 2012

Richard A. Watts

Richard A. Watts

Date of qualifications to do business is **10/22/63 in the State of Nevada**

Joint Venture

Joint Venturer Name: **N/A** (SEAL)

By: _____
(Signature of joint venture partner --attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Joint Venturer Name: **N/A** (SEAL)

By: _____
(Signature of joint venture partner --attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Phone and fax number, and address for receipt of official communications:

Phone: 831-724-1011 **Fax: 831-768-4021**

P.O. Box 50085 Watsonville, CA 95077-5085

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above. Any Bidder who submits a joint venture Bid shall obtain written approval from the State of Nevada Contractors Board prior to submitting such Bid and shall attach the approval with the Bid.)

PENAL SUM FORM

Bid Bond

BIDDER (Name and Address):

Granite Construction Company

585 West Beach Street

Watsonville, CA 95076

SURETY (Name and Address):

Federal Insurance Company

15 Mountain View Road

Warren, NJ 07059

OWNER (Name and Address):

Lander County

315 South Humboldt Street

Battle Mountain, NV 89820

BID

BID DUE DATE: **6/6/12**

DATE (Not later than Bid due date): **5/30/12**

PENAL SUM: **Five Percent (5%) of Bid Amount** (*Words*) **5% of Bid Amount** (*Figures*)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on page 00430-2 hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Granite Construction Company (Seal)
Bidder's Name and Corporate Seal

By: /**Jigisha Desai,**
Signature and Title **Vice President**

Attest:
Signature and Title Jay L. McQuillen, Jr.
Assistant Secretary

SURETY

Federal Insurance Company (Seal)
Surety's Name and Corporate Seal

By: /**Cynthia P. Johnson, Attorney-in-Fact**
Signature and Title (Attach Power of Attorney)

Attest:
Signature and Title
Kathleen Schreckengost, Attorney-in-Fact

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

EJCDC No. 1910-28-C (1996 Edition)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Santa Cruz

On May 30, 2012 (Date) before me, M.I. Barron, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Cynthia P. Johnson, Attorney-in-Fact (Name(s) of Signer(s))
Federal Insurance Company,

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

M.I. BARRON
Comm. 1929000
NOTARY PUBLIC-CALIFORNIA
SANTA CRUZ COUNTY
MY COMMISSION EXPIRES MAR 18, 2015

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Signature of Notary Public) M.I. Barron, Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

CHUBB	Chubb Surety	POWER OF ATTORNEY	Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company	Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **Jigisha Desai, John D. Gilliland, Catherine Gustavson, Cynthia P. Johnson and Kathleen Schreckengost of Watsonville, California**----------

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business on behalf of Granite Construction Incorporated and all Subsidiaries alone or in joint venture---------- in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **29th** day of **September, 2011.**

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this **29th** day of **September, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR NOTARY PUBLIC NEW JERSEY

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,

(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department, further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and

(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this May 30, 2012

FEDERAL INSURANCE COMPANY INDIANA · PACIFIC INDEMNITY COMPANY INCORPORATED JAN. 11, 1926 WISCONSIN · VIGILANT INSURANCE COMPANY NEW YORK

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@ chubb.com

List of Subcontractors

Is the Bidder going to utilize any subcontractors in excess of five percent of the total amount pursuant to NRS 338.141 1 (b) shown in the base Bid amount *(circle one)*? Yes (No)

If "No", list the name and address of the Bidder (Prime Contractor) who will be performing the Work under this Contract: GRANITE CONSTRUCTION COMPANY
P.O. Box 50085
WATSONVILLE, CA 95077-5085

If "Yes", then each Bidder shall list below the name and business address of each subcontractor who will perform Work or render service under this Contract in or about the construction of the improvement, or a Subcontractor licensed by the State of Nevada who specially fabricates and installs a portion of the Work or improvement according to the Contract Documents, and shall also list the portion of the Work which will be done by such Subcontractor. Bidder shall also list himself as completing all other work not specifically indicated as being done by a subcontractor in the space indicated.

Portion of Work	Subcontractor's Name and Address
1. NONE	NONE
2.	
3.	
4.	
5.	
6.	
7.	
8. For any work not specifically listed in items 1-7 above, the Bidder (Prime Contractor) shall list his name on the right.	GRANITE CONSTRUCTION COMPANY WATSONVILLE, CA 95077 - 5085

Major Material Suppliers Information

The Bidder shall indicate opposite each item listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the Bid.

Equipment/Material	Manufacturer/Supplier
1. ASPHALT	GRANITE CONSTRUCTION COMPANY
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY
PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: *BPC-00-01-24-0025*

GRANITE CONSTRUCTION CO. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER *8079* ORIGINAL ISSUE DATE: *01/10/1964* BUSINESS TYPE: *CORPORATION* CLASSIFICATION: *A – GENERAL ENGINEERING* MONETARY LICENSE LIMIT: *UNLIMITED* STATUS: *ACTIVE*, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON *FEBRUARY 1, 2012* AND EXPIRES ON *JANUARY 31, 2013*, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

Nancy Mathias 1/31/2012
NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
FOR MARGI GREIN, EXECUTIVE OFFICER

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

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

GRANITE CONSTRUCTION COMPANY

Licensed since January 10, 1964

License No. *0008079*

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

A-GENERAL ENGINEERING

LIMIT: Unlimited
EXPIRES: 01/31/2014

MICHAEL FUTCH,Vice President
MARK EDWARD BOITANO,Vice President
WILLIAM E BARTON,Vice President
MICHAEL FRANCIS DONNINO,Vice Presi
WILLIAM G DOREY,Director
JAMES HILDEBRAND ROBERTS,Qualifie
JAMES HILDEBRAND ROBERTS,Presider

Chairman, Nevada State Contractors Board

STATE OF NEVADA · THE GREAT SEAL OF THE STATE OF NEVADA · STATE CONTRACTORS BOARD

STATE OF NEVADA
CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN:

GRANITE CONSTRUCTION COMPANY
P O BOX 50085
WATSONVILLE CA 950775085

LIC. NO.
0008079

EXPIRES:
01/31/2014

LIMIT Unlimited
Class: A

STATE OF NEVADA
STATE CONTRACTORS BOARD
9670 Gateway Drive, Suite 100 Reno, Nevada 89521
2310 Corporate Circle, Suite 200 Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is $_____ to cover the cost of _____ additional pocket cards at ten dollars ($10.00) each.

Firm Name _____

License No. _____

Date: _____ By: _____

GRANITE CONSTRUCTION COMPANY
P O BOX 50085
WATSONVILLE CA 950775085

(NSPO Rev. 3-10) (O) 2797

Bid Proposal

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00400 Bid Proposal

Contract Identification:

Lander County
Austin and Kingston 2012 Paving Projects

This Bid is Submitted To:

Lander County
315 South Humboldt St.
Battle Mountain, NV 89820

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with **OWNER** in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of **OWNER**.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
None	

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of

Bid Schedule

Item No.	Description	Estimated Quantity	Unit Price	Total Estimated Amount
1.	**Kingston Roads Chip Seal**: Provide all labor, equipment, materials and services to mill existing asphalt pavement; re-grade, re-shape, moisture condition and re-compact mixed road base; and placement of 3-inch thick Type 2 asphalt concrete pavement at the locations indicated on the Kingston project map and related incidental work.	471,360 SF	2.25 /SF	$1,060,560.00
2.	**Austin Roads Asphalt Pavement**: Provide all labor, equipment, materials and services to place 3-inche thick Type 2 asphalt concrete pavement locations indicated on the Austin project map; and related incidental work.	154,000 SF	2.65 /SF	$408,100.00
	Total Bid Price (Sum of Bid Items 1 thru 2)		$1,468,660.00	

See Section 01110 Summary of Work for additional information regarding description of the work in the bid schedule. Also, see Kingston and Austin project maps in Section 00300 of the bid documents.

Unit prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially completed after the date when the contract times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work (and Milestone) within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

A. Bid Bond
B. List of Subcontractors
C. Major Material Suppliers Information
D. Affidavit of Preferential Bidder Status

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to

Date of qualifications to do business is August 16, 1974

Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner --attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner --attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Phone and fax number, and address for receipt of official communications:

H E Hunewill Construction Co., Inc 1410 W Railroad St, Winnemucca, NV 89445 (775)623-2888 FAX (775)623-2992

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above. Any Bidder who submits a joint venture Bid shall obtain written approval from the State of Nevada Contractors Board prior to submitting such Bid and shall attach the approval with the Bid.)

PENAL SUM FORM

Bid Bond

BIDDER (Name and Address):

See attachment

SURETY (Name and Address):

OWNER (Name and Address):

BID

BID DUE DATE: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____ _____
(Words) *(Figures)*

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on page 00430-2 hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
_____(Seal)	_____(Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title	Signature and Title (Attach Power of Attorney)
Attest: _____	Attest: _____
Signature and Title	Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, **OWNER** or other party shall be considered plural where applicable.

EJCDC No. 1910-28-C (1996 Edition)

List of Subcontractors

Is the Bidder going to utilize any subcontractors in excess of five percent of the total amount pursuant to NRS 338.141 1 (b) shown in the base Bid amount *(circle one)*? (Yes) No

If "No", list the name and address of the Bidder (Prime Contractor) who will be performing the Work under this Contract: _____

If "Yes", then each Bidder shall list below the name and business address of each subcontractor who will perform Work or render service under this Contract in or about the construction of the improvement, or a Subcontractor licensed by the State of Nevada who specially fabricates and installs a portion of the Work or improvement according to the Contract Documents, and shall also list the portion of the Work which will be done by such Subcontractor. Bidder shall also list himself as completing all other work not specifically indicated as being done by a subcontractor in the space indicated.

Portion of Work	Subcontractor's Name and Address
1. Pulverize & Mixing	Porter W Yett Company 5949 NE Cully Blvd Portland, OR 97218
2.	
3. Paving	Qualcon Contractors Inc 1645 Esmeralda Ave. Minden, NV 89423
4.	
5.	
6.	
7.	
8. For any work not specifically listed in items 1-7 above, the Bidder (Prime Contractor) shall list his name on the right.	HE Hunewill Construction Co, Inc 140 W. Railroad St. Winnemucca, NV 89445

Major Material Suppliers Information

The Bidder shall indicate opposite each item listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the Bid.

Equipment/Material	Manufacturer/Supplier
1. Asphalt	Idaho Asphalt
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY
PER NRS 338.147 and NRS 338.1389

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

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

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON *SEPTEMBER 1, 2011* AND EXPIRES ON *AUGUST 31, 2012*, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

8/5/2011

NANCY MATHIAS, LICENSING ADMINISTRATOR — DATE
FOR MARGI GREIN, EXECUTIVE OFFICER

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

PENAL SUM FORM

Bid Bond

BIDDER (Name and Address):

H. E. Hunewill Construction Co., Inc.
1410 West Railroad St.
Winnemucca, NV 89445

SURETY (Name and Address):

Travelers Casualty and Surety Company of America
11070 White Rock Rd.
Rancho Cordova, CA 95670

OWNER (Name and Address):

Lander County PWP # - LA-2012-253
315 South Humboldt St.
Battle Mountain, NV 89820

BID

BID DUE DATE: 6-6-12

DATE (Not later than Bid due date): May 22, 2012

PENAL SUM: Five percent of attached bid (*Words*) **5%** (*Figures*)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on page 00430-2 hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

H. E. Hunewill Construction Co., Inc. (Seal)
Bidder's Name and Corporate Seal

By: [signature]
Signature and Title President

Attest: [signature]
Signature and Title

SURETY

Travelers Casualty and Surety Co of America (Seal)
Surety's Name and Corporate Seal

By: [signature]
Signature and Title (Attach Power of Attorney)

Attest: [signature]
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

EJCDC No. 1910-28-C (1996 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to **OWNER** upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 **OWNER** accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by **OWNER**) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by **OWNER**, or

   3.3 **OWNER** fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from **OWNER**, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by **OWNER** and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suite or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223412

Certificate No. 004582637

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin therein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Teri L. Wood, Michael Talbott, Nicholas D. E. Rossi, Lori Jones, and Patricia Owens

of the City of Reno, State of Nevada, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of October, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 11th day of October, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault, Notary Public

58440-6-11 Printed in U.S.A.

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 22

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding presentation of Governor Sandoval's March 1, 2012 Certification of Population Letter certifying the estimated population figures for Nevada, its counties, incorporated cities, and all of its unincorporated towns as of July 1, 2011 pursuant to Nevada Revised Statutes (NRS) 360.285 and other matters properly related thereto.

Public comment.

Background:

Governor Sandoval's March 1, 2012 Certification of Population Letter certifying the estimated population figures for Nevada, its counties, incorporated cities, and all of its unincorporated towns as of July 1, 2011, pursuant to Nevada Revised Statutes (NRS) 360.285, is presented for Commission consideration.

The Certified Population Estimates for Lander County and its three towns, with the estimated annual percentage change, as of July 1, 2011 are as follows:

LANDER COUNTY	5,988	(-0.1%)
Town of AUSTIN	171	(-45.2%)
Town of BATTLE MOUNTAIN	3,326	(+13.8%)
Town of KINGSTON	125	(-61.9%)

The Nevada State Demographer prepares the population estimates for certification by the Governor. Certified Population Estimates are the determinate for distribution of several revenues to the County and the unincorporated towns.

Recommended Action:

It is recommended that the Commission accept Governor Sandoval's March 1, 2012 Certification of Population Letter certifying the estimated population figures for Lander County, the Town of Austin, the Town of Battle Mountain and the Town of Kingston as of July 1, 2011, prepared, certified and distributed pursuant to Nevada Revised Statutes (NRS) 360.285.

Nevada Small Business
Development Center
State Demographer's Office

University of Nevada, Reno • Mail Stop 032 • Reno, Nevada 89557-0100
Phone: (775) 784-6353 • Fax (775) 784-4337 • www.nvdemography.org

May 14, 2012

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

Dear Mr. Etcheverry:

Enclosed please find a copy of Governor Sandoval's Certification Letter certifying the July 2012 estimates and a copy of the Certified Estimates from 2000 going forward. As in the past, I am using this mailing to cover other objectives in addition to forwarding the Certification Letter. One is to update any contact information for you and your jurisdiction. I have attached a form for that purpose as well as a list of people currently on our mailing list for your county. Please check it to see if anything needs to be changed. The other purpose is to cover some topics regarding the Census and the estimates as listed below.

STATE DEMOGRAPHER'S WEBSITE
The State Demographer's website www.nvdemograhy.org continues to add more information. I would encourage you to visit the site and hope you will find it useful. Please feel free to provide me any comments or suggestions.

CHANGING NEVADA ADMINISTRATIVE CODE (NAC)
There is interest by the Department of Taxation in revising NAC 360 which governs the population estimates. The primary focus is on the appeal process and clear deadlines for the State Demographer. I have again offered suggestions regarding the language on vacancy rates

2012 DATA PRODUCTS
Between now and the end of June I will be more throughly reviewing the 2000 to 2010 estimates and looking at the Census Bureau Inter-censal estimates. I will be posting the results of that research on the Demographer's website. Per Nevada Revised Statutes, we will be producing population projections for the next 20 years as well as revising the age, sex, race, and Hispanic origin estimates and projections for an October 1 release date.

NEVADA STATE DATA CENTER
The State Data Center program is where the Census Bureau works with a lead state agency to disseminate data, provide training, and other support activities especially to members of its network. Any local government or department can become part of the Nevada State Data Center's network and I would encourage you to join the network. To join the network please contact:

Karen J. Starr
Assistant Administrator for Library and Development Services
Nevada State Library and Archives
100 North Stewart Street
Carson City, NV 89701
775-684-3324; 800-922-2880; Fax: 775-684-3311
kstarr@nevadaculture.org

Thank you for your time and consideration. Please feel free to contact me if you have any questions or concerns.

Sincerely,

Jeff Hardcastle

Jeff Hardcastle, AICP
Nevada State Demographer
jhardcas@unr.edu

RECEIV
MAY 24 2012
COUNTY COMMISSION

#22

One Hundred One North Carson Street
Carson City, Nevada 89701
Office: (775) 684-5670
Fax No.: (775) 684-5683

555 East Washington Avenue, Suite 5100
Las Vegas, Nevada 89101
Office: (702) 486-2500
Fax No.: (702) 486-2505

Office of the Governor

March 1, 2012

Dear Director Chisel:

I am in receipt of the estimated populations of Nevada, its counties, its incorporated cities and all of all of its unincorporated towns, as of July 1, 2011, prepared in accordance with NRS 360.285. I reviewed the estimates and hereby certify the estimates provided, pursuant to NRS 360.285.

Sincere regards,

Brian Sandoval
Governor

Nevada County Certified Population Estimates
July 1, 2000 to July 1, 2011
Includes Cities and Towns

Prepared By:
The Nevada State Demographer's Office
Jeff Hardcastle, AICP
NV State Demographer
University of NV Reno MS/032
Reno, NV 89557
(775) 784-6353
jhardcas@unr.edu

Prepared for the NV Department of Taxation
In Conjunction with the NV Small Business Development Center

Nevada Small Business Development Center

Governor Certified Population of Nevada's Counties, Cities and Towns 2000 to 2011 With 2010 Census

Estimates from NV Department of Taxation and NV State Demographer, University of NV, Reno

	April 1 2000	JULY 1 2000	Percent Change 4/00 - 7/01	Percent Change 7/00 - 7/01	JULY 1 2001	Percent Change 7/01 - 7/02	JULY 1 2002	Percent Change 7/02 - 7/03	JULY 1 2003
State of Nevada	1,998,257	2,066,831	3.4%	3.2%	2,132,498	3.4%	2,206,022	4.1%	2,296,566
Counties									
Cities									
Towns									
Carson City	52,457	53,095	1.2%	2.0%	54,171	1.2%	54,844	0.7%	55,220
Churchill County	23,982	26,247	9.4%	-5.0%	24,928	0.8%	25,116	2.8%	25,808
Fallon	7,536	8,386	11.3%	-2.7%	8,162	0.2%	8,178	1.5%	8,301
Clark County	1,375,765	1,425,723	3.6%	4.2%	1,485,855	4.3%	1,549,657	4.6%	1,620,748
Boulder City	14,966	15,519	3.7%	-4.9%	14,760	0.6%	14,842	0.6%	14,934
Henderson	175,381	198,691	13.3%	-1.0%	196,780	6.5%	209,486	3.8%	217,448
Las Vegas	478,434	483,448	1.0%	4.1%	503,188	2.3%	514,640	2.7%	528,617
Mesquite	9,389	15,605	66.2%	-23.5%	11,940	10.7%	13,216	5.1%	13,895
North Las Vegas	115,488	124,936	8.2%	2.4%	127,897	6.3%	135,967	7.4%	146,005
Bunkerville	877	909	3.6%	26.2%	1,147	2.9%	1,180	-1.3%	1,165
Enterprise	21,138	21,905	3.6%	55.3%	34,017	35.8%	46,193	34.2%	62,001
Indian Springs	1,339	1,387	3.6%	6.1%	1,471	5.8%	1,557	4.0%	1,619
Laughlin	7,800	8,083	3.6%	-23.5%	6,181	3.6%	6,403	8.6%	6,952
Moapa	711	736	3.6%	25.5%	925	16.3%	1,076	26.8%	1,364
Moapa Valley	8,770	9,088	3.6%	-37.6%	5,672	10.7%	6,277	0.7%	6,323
Mt. Charleston	885	917	3.6%	-13.6%	792	7.7%	853	2.3%	873
Paradise	166,260	172,297	3.6%	7.3%	184,870	1.6%	187,746	-1.3%	185,304
Searchlight	741	767	3.6%	-4.2%	735	11.7%	822	30.6%	1,073
Spring Valley	125,607	130,168	3.6%	2.5%	133,469	4.4%	139,290	8.0%	150,402
Summerlin	4,675	4,845	3.6%	59.1%	7,708	58.8%	12,239	33.2%	16,300
Sunrise Manor	154,616	160,231	3.6%	7.5%	172,237	2.5%	176,587	2.7%	181,354
Whitney	14,422	14,946	3.6%	13.1%	16,899	12.3%	18,979	8.8%	20,640
Winchester	29,658	30,735	3.6%	13.1%	34,767	-2.2%	33,994	1.1%	34,378

Note: Unincorporated Town population estimates began in 1996.

Note: This series represents the estimates as certified by NV's Governor each year. It is not a time series reflecting Census 2000 and changes in the 1990 to 2010 series.

Governor Certified Population of Nevada's Counties, Cities and Towns 2000 to 2011 With 2010 Census

Estimates from NV Department of Taxation and NV State Demographer, University of NV, Reno

	Percent Change 7/03 - 7/04	JULY 1 2004	Percent Change 7/04 - 7/05	JULY 1 2005	Percent Change 7/05 - 7/06	JULY 1 2006	Percent Change 7/06 - 7/07	JULY 1 2007	Percent Change 7/07 - 7/08
State of Nevada	5.0%	2,410,768	4.5%	2,518,869	4.1%	2,623,050	3.6%	2,718,337	0.8%
Counties									
Cities									
Towns									
Carson City	1.7%	56,146	1.7%	57,104	1.0%	57,701	0.0%	57,723	-0.2%
Churchill County	1.2%	26,106	1.8%	26,585	3.0%	27,371	-0.7%	27,190	-0.8%
Fallon	1.2%	8,398	-0.7%	8,339	-0.5%	8,299	1.8%	8,452	9.5%
Clark County	5.8%	1,715,337	4.7%	1,796,380	4.4%	1,874,837	4.2%	1,954,319	0.7%
Boulder City	0.8%	15,058	1.0%	15,203	1.8%	15,478	2.5%	15,863	5.2%
Henderson	5.8%	229,984	4.8%	241,134	4.2%	251,321	3.5%	260,161	3.6%
Las Vegas	4.0%	549,571	3.7%	569,838	1.8%	579,840	1.8%	590,321	0.5%
Mesquite	14.3%	15,881	3.4%	16,423	7.5%	17,656	6.4%	18,787	5.1%
North Las Vegas	13.0%	164,971	9.2%	180,219	10.2%	198,516	6.0%	210,472	2.0%
Bunkerville	1.7%	1,185	1.1%	1,198	-1.6%	1,179	6.5%	1,255	-7.6%
Enterprise	27.9%	79,299	20.3%	95,377	24.9%	119,100	20.8%	143,917	4.0%
Indian Springs	2.6%	1,661	1.1%	1,679	13.6%	1,907	-13.0%	1,659	-10.3%
Laughlin	16.6%	8,105	1.5%	8,226	2.8%	8,458	4.1%	8,807	-0.5%
Moapa	-12.0%	1,200	5.1%	1,261	-20.5%	1,003	19.7%	1,201	-16.9%
Moapa Valley	3.6%	6,549	2.7%	6,726	1.8%	6,845	18.1%	8,085	-11.8%
Mt. Charleston	2.4%	894	-1.7%	879	-8.3%	806	46.4%	1,179	-5.2%
Paradise	1.9%	188,768	1.5%	191,650	-2.8%	186,370	-0.2%	185,935	-2.0%
Searchlight	3.1%	1,106	-1.6%	1,088	-29.8%	764	4.4%	798	-6.1%
Spring Valley	7.2%	161,286	2.5%	165,335	4.1%	172,110	2.7%	176,815	0.1%
Summerlin	9.5%	17,841	13.5%	20,256	7.1%	21,692	21.8%	26,415	6.0%
Sunrise Manor	1.9%	184,801	0.9%	186,511	2.9%	191,858	0.1%	191,966	-3.2%
Whitney	5.3%	21,738	24.9%	27,155	22.1%	33,144	9.2%	36,182	0.0%
Winchester	-1.3%	33,917	3.8%	35,208	-0.9%	34,874	7.7%	37,561	-1.1%

Note: Unincorporated Town population estimates began in 1996.

Note: This series represents the estimates as certified by NV's Governor each year. It is not a time series reflecting Census 2000 and changes in the 1990 to 2010 series.

Governor Certified Population of Nevada's Counties, Cities and Towns 2000 to 2011 With 2010 Census

Estimates from NV Department of Taxation and NV State Demographer, University of NV, Reno

	JULY 1 2008	Percent Change 7/08 - 7/09	JULY 1 2009	Percent Change 7/09 - 7/10	April 1 2010	JULY 1 2010	Percent Change 4/10 - 7/11	Percent Change 7/10 - 7/11	JULY 1 2011
State of Nevada	2,738,733	-1.0%	2,711,206	0.5%	2,700,551	2,724,634	0.8%	-0.1%	2,721,794
Counties									
Cities									
Towns									
Carson City	57,600	-1.9%	56,506	-1.2%	55274	55,850	1.4%	0.4%	56,066
Churchill County	26,981	-0.5%	26,859	-1.9%	24877	26,360	1.0%	-4.6%	25,136
Fallon	9,258	-1.6%	9,113	-2.3%	8606	8,903	0.0%	-3.3%	8,609
Clark County	1,967,716	-0.8%	1,952,040	0.9%	1,951,269	1,968,831	0.8%	-0.1%	1,967,722
Boulder City	16,684	-3.7%	16,064	-4.4%	15,023	15,359	2.1%	-0.2%	15,335
Henderson	269,538	-0.7%	267,687	-0.2%	257,729	267,270	2.8%	-0.9%	264,839
Las Vegas	593,528	-0.4%	591,422	-0.8%	583,756	586,536	0.8%	0.3%	588,274
Mesquite	19,754	4.7%	20,677	-1.1%	15,276	20,440	11.5%	-16.6%	17,038
North Las Vegas	214,661	0.2%	215,022	1.1%	216,961	217,482	3.2%	2.9%	223,873
Bunkerville	1,160	5.3%	1,222	2.7%	1,256	1,255	-4.5%	-4.5%	1,199
Enterprise	149,713	0.5%	150,473	9.8%	165,435	165,285	-2.9%	-2.8%	160,632
Indian Springs	1,488	-2.8%	1,447	-6.3%	1,357	1,356	-13.9%	-13.8%	1,169
Laughlin	8,761	-9.7%	7,914	-0.6%	7,874	7,867	-9.0%	-8.9%	7,166
Moapa	998	5.4%	1,052	0.8%	1,061	1,060	31.0%	31.1%	1,390
Moapa Valley	7,134	1.9%	7,269	3.1%	7,503	7,496	1.9%	2.0%	7,647
Mt. Charleston	1,118	-5.0%	1,061	0.6%	1,069	1,068	-38.7%	-38.7%	655
Paradise	182,264	-1.8%	178,974	3.5%	185,472	185,304	-2.1%	-2.0%	181,635
Searchlight	750	-4.2%	718	3.4%	744	743	-23.2%	-23.1%	571
Spring Valley	176,910	-1.4%	174,458	1.3%	176,872	176,712	-2.5%	-2.4%	172,483
Summerlin	27,992	1.2%	28,342	4.7%	29,694	29,667	-15.3%	-15.3%	25,141
Sunrise Manor	185,745	-3.2%	179,808	-2.6%	175,365	175,206	8.9%	9.0%	191,007
Whitney	36,164	4.2%	37,690	-0.2%	37,637	37,603	3.9%	4.0%	39,122
Winchester	37,141	-5.1%	35,235	-0.3%	35,174	35,142	-5.2%	-5.2%	33,329

Note: Unincorporated Town population estimates began in 1996.

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Governor Certified Population of Nevada's Counties, Cities and Towns 2000 to 2011 With 2010 Census

Estimates from NV Department of Taxation and NV State Demographer, University of NV, Reno

	April 1 2000	JULY 1 2000	Percent Change 4/00 - 7/01	Percent Change 7/00 - 7/01	JULY 1 2001	Percent Change 7/01 - 7/02	JULY 1 2002	Percent Change 7/02 - 7/03	JULY 1 2003
State of Nevada	1,998,257	2,066,831	3.4%	3.2%	2,132,498	3.4%	2,206,022	4.1%	2,296,566
Counties									
Cities									
Towns									
Douglas County	41,259	43,101	4.5%	0.8%	43,450	1.8%	44,212	3.1%	45,603
Gardnerville	3,377	3,528	4.5%	9.2%	3,851	5.6%	4,065	6.2%	4,316
Genoa	235	245	4.5%	-8.6%	224	1.3%	227	1.0%	229
Minden	2,697	2,818	4.5%	1.5%	2,861	-1.1%	2,830	1.4%	2,870
Elko County	45,291	50,756	12.1%	-8.1%	46,668	-0.2%	46,577	-1.7%	45,805
Carlin	2,161	2,395	10.8%	-7.5%	2,215	-6.4%	2,074	-1.4%	2,045
Elko	16,708	18,642	11.6%	-8.3%	17,093	-2.4%	16,690	-2.0%	16,354
Wells	1,346	1,563	16.1%	-23.8%	1,191	16.6%	1,389	-1.1%	1,373
West Wendover	4,721	3,867	-18.1%	19.3%	4,614	4.9%	4,839	-2.2%	4,732
Jackpot	1,178	1,310	11.2%	-1.7%	1,287	0.1%	1,288	-1.3%	1,271
Montello	191	216	13.4%	-16.3%	181	0.0%	181	0.0%	181
Mountain City	135	150	11.2%	-12.4%	132	-4.0%	127	-1.6%	125
Esmeralda County	971	1,513	55.8%	-31.4%	1,038	8.4%	1,125	-0.8%	1,116
Goldfield	369	574	55.8%	-13.4%	498	-11.9%	438	0.2%	439
Silver Peak	148	230	55.8%	-29.6%	162	-20.9%	128	-3.5%	124
Eureka County	1,651	1,847	11.9%	-18.5%	1,506	-8.1%	1,384	2.6%	1,420
Crescent Valley	330	369	11.9%	-19.3%	298	-6.3%	279	7.4%	300
Eureka (town)	499	558	11.9%	-15.8%	470	-7.8%	434	2.9%	446
Humboldt County	16,106	18,149	12.7%	-10.9%	16,164	0.9%	16,308	0.9%	16,457
Winnemucca	7,174	8,884	23.8%	-21.2%	7,001	3.3%	7,234	0.6%	7,280

Note: Unincorporated Town population estimates began in 1996.

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Governor Certified Population of Nevada's Counties, Cities and Towns 2000 to 2011 With 2010 Census

Estimates from NV Department of Taxation and NV State Demographer, University of NV, Reno

	Percent Change 7/03 - 7/04	JULY 1 2004	Percent Change 7/04 - 7/05	JULY 1 2005	Percent Change 7/05 - 7/06	JULY 1 2006	Percent Change 7/06 - 7/07	JULY 1 2007	Percent Change 7/07 - 7/08
State of Nevada	5.0%	2,410,768	4.5%	2,518,869	4.1%	2,623,050	3.6%	2,718,337	0.8%
Counties									
Cities									
Towns									
Douglas County	4.8%	47,803	4.8%	50,108	3.3%	51,770	1.2%	52,386	-0.5%
Gardnerville	17.4%	5,067	1.9%	5,165	7.4%	5,550	-2.8%	5,394	0.3%
Genoa	6.6%	244	1.4%	248	1.6%	252	0.2%	252	1.3%
Minden	2.6%	2,945	1.3%	2,983	8.4%	3,234	0.2%	3,239	0.7%
Elko County	1.5%	46,499	2.3%	47,586	1.6%	48,339	4.3%	50,434	0.3%
Carlin	9.6%	2,240	1.0%	2,261	0.9%	2,281	0.6%	2,295	1.2%
Elko	4.8%	17,140	4.1%	17,850	1.9%	18,183	1.3%	18,427	0.0%
Wells	2.4%	1,406	1.2%	1,423	1.9%	1,449	4.0%	1,508	1.1%
West Wendover	2.1%	4,830	0.4%	4,848	0.5%	4,871	1.8%	4,958	0.6%
Jackpot	0.8%	1,281	-0.6%	1,273	1.6%	1,293	-5.9%	1,217	0.4%
Montello	-1.1%	179	1.2%	181	-3.7%	175	-5.7%	165	0.4%
Mountain City	-1.3%	123	-1.8%	121	3.1%	125	3.5%	129	0.9%
Esmeralda County	5.3%	1,176	8.5%	1,276	-1.1%	1,262	-2.1%	1,236	0.3%
Goldfield	3.1%	453	-3.3%	438	-1.7%	430	4.2%	448	-7.5%
Silver Peak	2.4%	127	-0.9%	126	-7.1%	117	6.9%	125	45.9%
Eureka County	4.4%	1,484	0.1%	1,485	-1.7%	1,460	-0.1%	1,458	6.5%
Crescent Valley	1.4%	304	2.2%	311	-5.9%	292	-1.2%	289	-2.2%
Eureka (town)	1.7%	454	-2.9%	440	-1.7%	433	-0.4%	431	9.6%
Humboldt County	1.4%	16,692	3.6%	17,293	2.6%	17,751	1.7%	18,052	-0.2%
Winnemucca	-0.4%	7,249	2.1%	7,401	3.3%	7,643	0.0%	7,646	0.2%

Note: Unincorporated Town population estimates began in 1996.

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Governor Certified Population of Nevada's Counties, Cities and Towns 2000 to 2011 With 2010 Census

Estimates from NV Department of Taxation and NV State Demographer, University of NV, Reno

	JULY 1 2008	Percent Change 7/08 - 7/09	JULY 1 2009	Percent Change 7/09 - 7/10	April 1 2010	JULY 1 2010	Percent Change 4/10 - 7/11	Percent Change 7/10 - 7/11	JULY 1 2011
State of Nevada	2,738,733	-1.0%	2,711,206	0.5%	2,700,551	2,724,634	0.8%	-0.1%	2,721,794
Counties									
Cities									
Towns									
Douglas County	52,131	-1.4%	51,390	-4.2%	46,997	49,242	1.4%	-3.2%	47,661
Gardnerville	5,412	-3.0%	5,250	-5.1%	4,756	4,983	15.0%	9.8%	5,469
Genoa	255	0.2%	256	-4.7%	233	244	-7.2%	-11.5%	216
Minden	3,261	-1.0%	3,229	-0.5%	3,067	3,213	-2.7%	-7.1%	2,984
Elko County	50,561	1.5%	51,325	1.5%	48,818	52,097	2.1%	-4.3%	49,861
Carlin	2,322	1.0%	2,345	1.1%	2,368	2,370	0.3%	0.3%	2,376
Elko	18,424	0.0%	18,428	2.2%	18,297	18,842	5.0%	1.9%	19,209
Wells	1,524	-0.6%	1,515	1.1%	1,292	1,531	-9.1%	-23.3%	1,174
West Wendover	4,990	-0.9%	4,945	1.1%	4,410	4,999	1.4%	-10.6%	4,470
Jackpot	1,222	-3.1%	1,184	1.1%	1,103	1,197	-12.7%	-19.5%	963
Montello	165	1.3%	167	1.0%	156	169	-49.3%	-53.3%	79
Mountain City	130	-7.0%	121	0.9%	112	122	-9.3%	-16.4%	102
Esmeralda County	1,240	-4.3%	1,187	-3.5%	783	1,145	5.4%	-27.9%	825
Goldfield	415	6.4%	441	-9.4%	274	400	5.3%	-28.0%	288
Silver Peak	182	-22.7%	141	-8.3%	88	129	32.6%	-9.3%	117
Eureka County	1,553	0.6%	1,562	3.0%	1,987	1,609	0.4%	23.9%	1,994
Crescent Valley	283	0.2%	283	4.5%	366	296	8.3%	-33.8%	396
Eureka (town)	473	2.1%	483	3.3%	616	499	-0.8%	22.4%	611
Humboldt County	18,014	-1.8%	17,690	3.8%	16,528	18,364	3.7%	-6.7%	17,135
Winnemucca	7,659	-0.9%	7,593	4.8%	7,396	7,961	6.0%	-1.5%	7,839

Note: Unincorporated Town population estimates began in 1996.

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Governor Certified Population of Nevada's Counties, Cities and Towns 2000 to 2011 With 2010 Census

Estimates from NV Department of Taxation and NV State Demographer, University of NV, Reno

	April 1 2000	JULY 1 2000	Percent Change 4/00 - 7/01	Percent Change 7/00 - 7/01	JULY 1 2001	Percent Change 7/01 - 7/02	JULY 1 2002	Percent Change 7/02 - 7/03	JULY 1 2003
State of Nevada	1,998,257	2,066,831	3.4%	3.2%	2,132,498	3.4%	2,206,022	4.1%	2,296,566
Counties									
Cities									
Towns									
Lander County	5,794	6,822	17.7%	-15.5%	5,761	-3.7%	5,547	-4.9%	5,277
Austin	305	359	17.7%	-13.1%	312	-5.5%	295	-8.0%	271
Battle Mountain	3,453	4,066	17.7%	-24.8%	3,056	-9.3%	2,770	-5.3%	2,623
Kingston	219	258	17.7%	6.7%	275	-6.9%	256	5.7%	271
Lincoln County	4,165	4,420	6.1%	-12.7%	3,861	0.5%	3,879	-3.3%	3,749
Caliente	1,123	1,132	0.8%	12.7%	1,276	-17.0%	1,058	11.8%	1,184
Alamo	478	507	6.1%	-27.7%	367	20.6%	442	-3.1%	428
Panaca	632	671	6.1%	-17.8%	552	2.2%	564	-4.0%	541
Pioche	840	892	6.1%	-29.6%	628	8.3%	680	-3.0%	659
Lyon County	34,501	37,393	8.4%	-0.2%	37,329	3.9%	38,777	6.4%	41,244
Fernley	8,830	9,570	8.4%	-0.4%	9,529	9.6%	10,440	12.2%	11,718
Yerington	2,883	3,210	11.3%	-10.0%	2,889	-1.0%	2,859	1.5%	2,902
Mineral County	5,071	6,270	23.6%	-24.3%	4,743	-1.0%	4,695	-0.2%	4,687
Hawthorne	3,134	3,875	23.6%	-22.2%	3,013	-0.6%	2,995	0.0%	2,995
Luning	86	106	23.6%	-16.1%	89	4.4%	93	-1.3%	91
Mina	307	380	23.6%	-20.6%	302	-5.7%	284	-2.2%	278
Walker Lake	333	412	23.6%	-19.9%	330	-1.5%	325	-2.1%	318

Note: Unincorporated Town population estimates began in 1996.

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Governor Certified Population of Nevada's Counties, Cities and Towns 2000 to 2011 With 2010 Census

Estimates from NV Department of Taxation and NV State Demographer, University of NV, Reno

	Percent Change 7/03 - 7/04	JULY 1 2004	Percent Change 7/04 - 7/05	JULY 1 2005	Percent Change 7/05 - 7/06	JULY 1 2006	Percent Change 7/06 - 7/07	JULY 1 2007	Percent Change 7/07 - 7/08
State of Nevada	5.0%	2,410,768	4.5%	2,518,869	4.1%	2,623,050	3.6%	2,718,337	0.8%
Counties									
Cities									
Towns									
Lander County	1.5%	5,357	2.8%	5,509	2.7%	5,655	1.6%	5,747	2.5%
Austin	8.1%	293	-1.6%	288	-0.3%	287	-4.4%	275	12.4%
Battle Mountain	0.9%	2,645	1.8%	2,692	1.8%	2,740	3.8%	2,845	2.7%
Kingston	-11.7%	239	20.5%	288	6.3%	306	1.0%	309	3.5%
Lincoln County	1.9%	3,822	1.7%	3,886	2.6%	3,987	5.0%	4,184	4.0%
Caliente	-14.4%	1,014	0.2%	1,015	-1.4%	1,002	8.7%	1,089	-1.1%
Alamo	3.1%	441	-2.9%	428	0.7%	432	-1.0%	427	8.5%
Panaca	2.1%	552	1.8%	562	-0.7%	558	6.7%	595	8.4%
Pioche	1.5%	669	4.3%	698	0.7%	703	12.6%	791	-0.7%
Lyon County	8.2%	44,646	9.4%	48,860	10.6%	54,031	3.5%	55,903	-0.1%
Fernley	17.6%	13,775	18.7%	16,357	15.2%	18,850	3.9%	19,585	0.1%
Yerington	0.3%	2,912	2.3%	2,980	9.3%	3,257	1.9%	3,319	0.2%
Mineral County	-0.3%	4,673	-0.9%	4,629	-5.0%	4,399	-0.5%	4,377	0.6%
Hawthorne	-0.9%	2,968	-0.4%	2,956	-0.9%	2,931	1.0%	2,960	0.3%
Luning	5.6%	97	-9.5%	87	-7.0%	81	-2.4%	79	0.6%
Mina	6.8%	297	-7.0%	276	-21.2%	218	-5.9%	205	1.4%
Walker Lake	0.0%	318	-2.5%	310	2.9%	319	-6.2%	299	1.8%

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Governor Certified Population of Nevada's Counties, Cities and Towns 2000 to 2011 With 2010 Census

Estimates from NV Department of Taxation and NV State Demographer, University of NV, Reno

	JULY 1 2008	Percent Change 7/08 - 7/09	JULY 1 2009	Percent Change 7/09 - 7/10	April 1 2010	JULY 1 2010	Percent Change 4/10 - 7/11	Percent Change 7/10 - 7/11	JULY 1 2011
State of Nevada	2,738,733	-1.0%	2,711,206	0.5%	2,700,551	2,724,634	0.8%	-0.1%	2,721,794
Counties									
Cities									
Towns									
Lander County	5,891	1.9%	6,003	-0.2%	5,775	5,992	3.7%	-0.1%	5,988
Austin	309	-1.7%	304	2.8%	301	312	-43.1%	-45.2%	171
Battle Mountain	2,922	1.5%	2,967	-1.5%	2,816	2,922	18.1%	13.8%	3,326
Kingston	320	3.3%	331	-0.8%	316	328	-60.5%	-61.9%	125
Lincoln County	4,352	-0.8%	4,317	7.3%	5,345	4,631	-1.1%	14.1%	5,284
Caliente	1,077	2.7%	1,106	3.5%	1,130	1,144	-7.3%	-8.5%	1,047
Alamo	464	-1.9%	455	10.6%	608	503	3.1%	24.7%	627
Panaca	645	2.1%	659	-5.0%	757	626	3.2%	24.8%	781
Pioche	785	6.6%	837	0.3%	1,014	839	-8.0%	11.2%	933
Lyon County	55,820	-3.6%	53,825	-2.8%	51,980	52,334	0.9%	0.2%	52,443
Fernley	19,609	-3.5%	18,929	-2.6%	19,368	18,434	-2.4%	2.5%	18,896
Yerington	3,324	-5.6%	3,138	-3.3%	3,048	3,034	3.8%	4.3%	3,165
Mineral County	4,401	1.7%	4,474	-0.1%	4,772	4,471	-3.6%	2.9%	4,601
Hawthorne	2,970	1.9%	3,028	5.5%	3,409	3,194	-11.8%	-5.8%	3,008
Luning	80	-1.4%	79	-0.8%	83	78	5.7%	12.8%	88
Mina	207	-0.2%	207	-14.1%	190	178	-32.1%	-27.5%	129
Walker Lake	305	3.8%	316	0.6%	339	318	-9.5%	-3.5%	307

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State of Nevada	1,998,257	2,066,831	3.4%	3.2%	2,132,498	3.4%	2,206,022	4.1%	2,296,566
Counties									
Cities									
Towns									
Nye County	32,485	35,924	10.6%	-4.3%	34,384	1.9%	35,039	4.6%	36,651
Amargosa	1,165	1,271	9.2%	-8.4%	1,164	0.6%	1,171	-0.2%	1,169
Beatty	1,150	1,255	9.2%	-12.0%	1,104	-1.3%	1,089	-0.9%	1,079
Gabbs	318	459	44.4%	-27.3%	334	-4.3%	320	-1.9%	314
Manhattan	123	135	9.4%	-9.2%	123	-0.7%	122	10.7%	135
Pahrump	24,181	26,399	9.2%	0.3%	26,470	4.0%	27,527	4.8%	28,847
Round Mountain	1,036	1,131	9.2%	-23.7%	864	-9.8%	779	0.7%	784
Tonopah	2,827	3,086	9.2%	-9.9%	2,779	-12.9%	2,422	2.4%	2,481
Pershing County	6,693	7,458	11.4%	-7.8%	6,873	0.9%	6,937	0.4%	6,967
Lovelock	2,003	2,772	38.4%	-22.6%	2,144	5.7%	2,267	6.1%	2,405
Imlay	234	261	11.4%	-6.4%	244	-1.4%	241	-1.1%	238
Storey County	3,399	3,897	14.6%	-4.7%	3,714	-2.0%	3,639	2.7%	3,736
Gold Hill	169	194	14.6%	-8.2%	178	-3.3%	172	4.2%	180
Virginia City	892	1,023	14.6%	-10.9%	911	-3.1%	882	2.4%	904
Washoe County	339,486	333,566	-1.7%	5.9%	353,271	1.7%	359,423	3.8%	373,233
Reno	180,480	182,818	1.3%	2.2%	186,883	0.5%	187,834	4.2%	195,727
Sparks	66,346	66,420	0.1%	8.0%	71,753	4.9%	75,255	4.2%	78,435
White Pine County	9,181	10,650	16.0%	-17.5%	8,783	0.9%	8,863	-0.2%	8,842
Ely	4,041	5,118	26.7%	-27.8%	3,695	5.2%	3,886	-1.5%	3,829
Lund	161	187	16.0%	-21.8%	146	0.2%	146	0.5%	147
McGill	1,184	1,374	16.0%	-22.9%	1,059	1.1%	1,071	-0.4%	1,066
Ruth	404	469	16.0%	-22.0%	366	1.9%	373	-0.3%	372

Note: Unincorporated Town population estimates began in 1996.

Note: This series represents the estimates as certified by NV's Governor each year. It is not a time series reflecting Census 2000 and changes in the 1990 to 2010 series.

Governor Certified Population of Nevada's Counties, Cities and Towns 2000 to 2011 With 2010 Census

Estimates from NV Department of Taxation and NV State Demographer, University of NV, Reno

	Percent Change 7/03 - 7/04	JULY 1 2004	Percent Change 7/04 - 7/05	JULY 1 2005	Percent Change 7/05 - 7/06	JULY 1 2006	Percent Change 7/06 - 7/07	JULY 1 2007	Percent Change 7/07 - 7/08
State of Nevada	5.0%	2,410,768	4.5%	2,518,869	4.1%	2,623,050	3.6%	2,718,337	0.8%
Counties									
Cities									
Towns									
Nye County	4.2%	38,181	8.2%	41,302	8.5%	44,795	3.4%	46,308	2.3%
Amargosa	3.6%	1,211	14.3%	1,383	3.7%	1,435	4.7%	1,503	1.2%
Beatty	-9.1%	981	5.2%	1,032	-0.7%	1,025	3.3%	1,059	-3.3%
Gabbs	0.9%	316	-1.4%	312	0.4%	313	3.0%	322	3.1%
Manhattan	-4.8%	128	-3.2%	124	-1.9%	122	14.5%	140	-1.3%
Pahrump	5.6%	30,465	9.1%	33,241	10.2%	36,645	3.5%	37,928	2.5%
Round Mountain	-2.1%	767	-3.1%	744	5.9%	787	5.5%	831	2.3%
Tonopah	-5.6%	2,341	11.3%	2,607	-0.3%	2,600	0.4%	2,610	0.7%
Pershing County	-4.8%	6,631	1.6%	6,736	3.2%	6,955	1.7%	7,075	1.6%
Lovelock	-1.0%	2,381	-0.8%	2,363	2.7%	2,427	1.6%	2,465	-0.3%
Imlay	-5.4%	225	-1.0%	223	2.5%	228	1.9%	233	4.4%
Storey County	1.6%	3,797	5.7%	4,012	2.4%	4,110	4.4%	4,293	2.1%
Gold Hill	5.4%	189	0.7%	191	6.3%	203	3.0%	209	1.6%
Virginia City	-1.8%	887	5.7%	938	1.7%	954	5.9%	1,011	1.5%
Washoe County	2.7%	383,453	3.5%	396,844	3.1%	409,085	2.2%	418,061	1.4%
Reno	1.8%	199,249	3.8%	206,735	3.7%	214,371	2.9%	220,613	1.1%
Sparks	4.1%	81,673	4.8%	85,618	2.6%	87,846	1.8%	89,449	2.5%
White Pine County	1.4%	8,966	3.4%	9,275	2.9%	9,542	0.5%	9,590	2.5%
Ely	3.5%	3,962	5.1%	4,166	3.8%	4,325	-0.7%	4,294	1.3%
Lund	0.0%	147	6.1%	156	3.7%	162	1.5%	164	-4.2%
McGill	1.2%	1,079	2.8%	1,109	3.2%	1,145	-1.8%	1,125	0.3%
Ruth	1.9%	379	3.9%	394	2.9%	405	-1.3%	400	1.8%

Note: Unincorporated Town population estimates began in 1996.

Note: This series represents the estimates as certified by NV's Governor each year. It is not a time series reflecting Census 2000 and changes in the 1990 to 2010 series.

Governor Certified Population of Nevada's Counties, Cities and Towns 2000 to 2011 With 2010 Census

Estimates from NV Department of Taxation and NV State Demographer, University of NV, Reno

	JULY 1 2008	Percent Change 7/08 - 7/09	JULY 1 2009	Percent Change 7/09 - 7/10	April 1 2010	JULY 1 2010	Percent Change 4/10 - 7/11	Percent Change 7/10 - 7/11	JULY 1 2011
State of Nevada	2,738,733	-1.0%	2,711,206	0.5%	2,700,551	2,724,634	0.8%	-0.1%	2,721,794
Counties									
Cities									
Towns									
Nye County	47,370	-2.1%	46,360	-1.9%	43,946	45,459	1.3%	-2.1%	44,513
Amargosa	1,521	-8.5%	1,392	7.2%	1,442	1,492	-7.7%	-10.8%	1,331
Beatty	1,024	-14.0%	880	5.0%	893	924	9.6%	6.0%	979
Gabbs	332	-4.9%	316	-3.8%	294	304	-4.0%	-7.2%	282
Manhattan	138	-1.8%	135	-1.7%	129	133	-5.9%	-9.0%	121
Pahrump	38,882	-1.6%	38,247	-1.2%	36,538	37,796	1.3%	-2.1%	36,995
Round Mountain	850	-1.5%	837	-3.7%	779	806	-1.0%	-4.3%	771
Tonopah	2,628	-1.8%	2,580	-3.6%	2,405	2,488	-2.5%	-5.7%	2,346
Pershing County	7,192	-0.6%	7,149	-0.2%	6,753	7,133	1.4%	-4.0%	6,847
Lovelock	2,458	-1.9%	2,411	-5.7%	1,894	2,274	14.6%	-4.5%	2,171
Imlay	243	-4.1%	233	-0.1%	233	233	-31.3%	-31.3%	160
Storey County	4,384	-1.5%	4,317	-1.9%	4,010	4,234	2.8%	-2.6%	4,123
Gold Hill	212	-2.4%	207	-2.4%	191	202	24.4%	17.8%	238
Virginia City	1,027	-1.5%	1,011	-1.3%	945	998	-9.1%	-13.9%	859
Washoe County	423,833	-1.7%	416,632	0.2%	421,407	417,379	0.0%	1.0%	421,593
Reno	223,012	-2.2%	218,143	-0.4%	225,221	217,282	-1.1%	2.5%	222,801
Sparks	91,684	-0.5%	91,237	1.2%	90,264	92,331	2.3%	0.0%	92,302
White Pine County	9,694	-1.3%	9,570	-0.7%	10,030	9,503	-0.3%	5.3%	10,002
Ely	4,352	-1.4%	4,291	-1.3%	4,255	4,235	-3.9%	-3.4%	4,089
Lund	157	0.3%	158	2.7%	178	162	16.6%	27.8%	207
McGill	1,128	-1.7%	1,109	-0.1%	1,215	1,108	-3.8%	5.4%	1,168
Ruth	407	-1.3%	402	-0.7%	437	399	-4.0%	5.3%	420

Note: Unincorporated Town population estimates began in 1996.

Note: This series represents the estimates as certified by NV's Governor each year. It is not a time series reflecting Census 2000 and changes in the 1990 to 2010 series.

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 23

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding letter of resignation from Grady Pierce from the Lander County Convention and Tourism Authority and other matters properly relating thereto.

Public comment.

Background:
The letter of resignation received from Grady Pierce resigning from his position on the Lander County Convention and Tourism Authority Board is presented for Commission consideration.

Mr. Pierce resigned from his position on the Board effective May 17, 2012, the date of the letter.

Recommended Action:
It is recommended that the Commission accept the letter of resignation received from Grady Pierce resigning from his position on the Lander County Convention and Tourism Authority Board.

May 17,2012

To whom it may concern:

Effective immediately, I Grady Pierce am resigning from The Board of Lander County Convention and Tourism Authority.

Grady Pierce

5/17/2012
Date

RECEIVED
MAY 17 2012
COUNTY COMMISSION

#23

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 24

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding appointments to the 2012-2013 Advisory Board, categories 1, 2, 3 & 4 and other matters properly relating thereto.

Public comment.

Background:
Letters of Interest or Intent to fill vacant seats on the 2012-2013 Lander County Advisory Boards, categories 1, 2, 3 & 4 will be presented to the Commission for consideration.

Recommended Action:
It is recommended that the Commission approve appointments , as appropriate, to vacant positions on the 2012-2013 Lander County Advisory Boards, categories 1, 2, 3 & 4.

RECEIVED
APR 27 2012
LANDER CO. CLERK

Ami Rogers
405 Elquist Drive
Battle Mountain, NV 89820

Sadie Sullivan, Lander County Clerk
Lander County Clerk's Office
315 S. Humboldt Street
Battle Mountain, NV 89820

April 26, 2012

Dear Ms. Sullivan:

I am writing to express my interest in becoming a member of the Lander County Convention and Tourism Authority Board. I understand that the current Board appointments will be coming under review later this year when term limits are reached. I would appreciate the consideration of the Lander County Commissioners if a seat is vacated.

The Board's goal of promoting tourism to create a sustainable, vibrant community is a goal that I share. If given the opportunity, I would bring with me a unique perspective about the importance of Arts and Culture to economic stability, knowledge in the of area cultural tourism, a desire to proactively create and support signature special events to draw visitors in, and skills related to enhancing the visual esthetic of the community through public art and cultural preservation projects. I have a B.A. in Arts and Humanities Administration from Great Basin College and am pursuing a Master's Degree online through Arizona State University. I am currently employed as the Center Coordinator at the Great Basin College-Battle Mountain Center. The institution encourages and supports community outreach and volunteerism.

As a long-time resident of Battle Mountain, I have volunteered with the Battle Mountain Arts Presenters, Lander County Historical Society, Ruby Mountain Film Festival, Mountain View Golf Club, Battle Mountain PTA, Sundance Film Festival, Relay for Life, and the American Red Cross. By engaging with so many community organizations, I have learned to surround myself with other volunteers who are equally passionate about a project or cause and that success can only happen with community support. During the course of my work and volunteer experiences, I have also become an experienced grant writer, arts advocate, volunteer coordinator, large scale special events coordinator, and am well versed in using social media for marketing and promotional purposes. These are all skills that I hope would benefit the Board.

My desire to seek a seat on the Board stems from having recently attended the Arts @ the Heart and Rural Round Up conferences in Lake Tahoe. Over 60 communities convened to network, share ideas, and look for ways to leverage limited resources to promote cultural tourism across the state. I came back invigorated, inspired, and with several implemental ideas that I feel would benefit Lander County. I am deeply invested in my community and would appreciate the opportunity to serve. If you wish to further discuss my interest, please contact me at (775) 340-2998 or amirogers76@gmail.com.

Sincerely,

Ami Rogers

Ami Rogers

#24

Ray Salisbury
PO Box 28
Austin, NV 89310

RECEIVED
MAY 07 2012
LANDER CO. CLERK

May 1, 2012

Lander County Board of Commissioners
Chairman: Dean Bullock
315 S. Humbolt St.
Battle Mountain, NV 89820

Dear Commissioners,

I have served on the Fair and Recreation Board, known as the Lander County Convention & Tourism Board for several years. I am one of two Austin representatives on the board. I am very active with the board and never miss a meeting. I would like to be reappointed to the board for another two years. Thank you for your consideration.

I am qualified to serve in any of the hotel, motel, business or at-large positions. I am currently representing the motel position. Statue requires the board be comprised of a hotel representative, a motel representative, a business owner, an at-large representative and a county commissioner.

Sincerely,

Ray Salisbury

Ray Salisbury

Phillip Williams
PO Box 7
46 Main St.
Austin, NV 89310
P: 775.964.2063
F: 775.964.2103

RECEIVED
MAY 07 2012
LANDER CO. CLERK

May 1, 2012

Lander County Board of Commissioners
Chairman: Dean Bullock
315 S. Humbolt St.
Battle Mountain, NV 89820

Dear Dean and Board Members:

I presently sit on The Lander County Public Convention and Tourism Board. My term on this board expires June 30, 2012. I am hereby expressing my desire to continue on the board for another term.

I have enjoyed serving on this Board and have worked well with the present members. I would be happy to serve another term.

Thank you for your consideration in this matter.

Sincerely,

Phillip Williams

Richard Ripley
PO Box 307
Battle Mountain , NV 89820

RECEIVED
MAY 07 2012
LANDER CO. CLERK

May 1, 2012

Lander County Board of Commissioners
Chairman: Dean Bullock
315 S. Humbolt St.
Battle Mountain, NV 89820

Dear Sirs,

I am an existing member of the Lander County Convention & Tourism Authority. I am currently serving as the board chairman. This letter is to inform you that I would like to continue my service to Lander County as a member of this board. Please consider me for the reappointment for the next term beginning July 1, 2012.

Base on statutory requirements for representation on the board, I am qualified to serve in any of the hotel, motel, business or at-large positions. I currently represent the hotel position.

Sincerely,

Richard Ripley

June 6th 2012

FILED

2012 JUN -6 PM 2:32

SADIE SULLIVAN
DIST. COURT CLERK

Lander County Commissioners:

I am requesting to be reappointed to the Lander County Events Center Board.

I would like to stay on the Board to keep the Rodeo Grounds looking good and make decisions on the priorities for maintenance and upgrades.

Thank You

Jodi Moore

Jodi Moore

June 6th 2012

FILED

2012 JUN -6 PM 2:32

SADIE SULLIVAN
DIST. COURT CLERK

Lander County Commissioners:

I am requesting to be reappointed to the Lander County Events Center Board.

I would like to stay on the Board to keep the Rodeo Grounds looking good and make decisions on the priorities for maintenance and upgrades.

Thank You

Rita Rogers

June 6th 2012

FILED
2012 JUN -6 PM 2:32
SAGE SULLIVAN
DIST. COURT CLERK

Lander County Commissioners:

I am requesting to be reappointed to the Lander County Events Center Board.

I would like to stay on the Board to keep the Rodeo Grounds looking good and make decisions on the priorities for maintenance and upgrades.

Thank You

Shirley Shepherd

Shirley Shepherd

June 6th 2012

FILED

2012 JUN -6 PM 2:32

SADIE SULLIVAN
DIST. COURT CLERK

Lander County Commissioners:

I am requesting to be appointed to the Lander County Events Center Board.

I would like to work with the existing Board to keep the Rodeo Grounds looking good and make decisions on the priorities for maintenance and upgrades.

Thank You

Mary C Bengoa

Mary Bengoa

PHILIP WILLIAMS
Po Box 7
Austin, NV. 89310
Phone (775)-964-2063
Fax (775-964-2103

RECEIVED
JUN 13 2012
LANDER CO. CLERK

June 13, 2012

Lander County Board of Commissioners
Lander County Clerk's Office
315 s. Humboldt St
Battle Mountain, NV 89820

Dear Chairman Bullock and Members of the Board:

I presently sit on the Lander County Public Land Use Advisory Planning Commission Board. My term on this board will expire on June 30, 2012. I am hereby expressing my desire to continue on the board for another term.

Thank You for your consideration in this matter.

Sincerely,

Philip Williams

PW: dh

Cc: Gene Etcheverry, file

#2A

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 25

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding the Wild Bunch Motorcycle Club's request to host an event, the Wild Bunch Outback Poker Run, at the Lions Park and to allow bikers to camp during July 27th and 28th and other matters properly relating thereto.

Public comment.

Background:
The Wild Bunch Motorcycle Club's request to host an event, the "Wild Bunch Outback Poker Run," at the Lions Park and to allow bikers to camp during July 27th and 28th is presented for Commission consideration.

The Wild Bunch Motorcycle Club's "Wild Bunch Outback Poker Run" is an annual summer event that has been well-attended, well-organized and has posed little-to-no disruption in the past. It is anticipated that the event will continue in the same fashion.

Recommended Action:
It is recommended that the Commission grant the Wild Bunch Motorcycle Club's request to host an event, the "Wild Bunch Outback Poker Run," at the Lions Park and to allow bikers to camp during July 27 - 28, 2012.

AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: 6-14-12

NAME: Gary Hutchings REPRESENTING: Wild Bunch MC

ADDRESS: 323 Carson St

PHONE (H): 635-8497 (W): 775-748-1814 (FAX):

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS:

WHO WILL BE ATTENDING THE MEETING: Gary Hutchings

JOB TITLE: Secretary / treasurer

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Park use for 7-27 thru 7-28 camping for Wild Bunch Outback Poker Run

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

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

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

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

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

FOR REVIEW BY:

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

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

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

Marie L Hutchings DATE: 5-14-12

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

#25

LANDER COUNTY COMMISSION MEETING
June 14, 2012

AGENDA ITEM NO. 26

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

Public comment.

Background:

Recommended Action:

AGENDA

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

JUNE 14, 2012

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

Also Via Teleconference At

AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA

9:00 A.M. Call to Order
Pledge of Allegiance
*Discussion for possible action regarding approval of Agenda Notice.
*Discussion for possible action regarding approval and acceptance of Minutes of:
MAY 21, 2012 – SPECIAL SESSION
MAY 24, 2012 – REGULAR SESSION

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

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

FINANCE

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

Public comment.

COMMISSIONERS

*(2) Discussion for possible action regarding acceptance/non-acceptance of renewal proposal from Nevada Public Agency Insurance Pool (POOL/PACT) and approval for payment from FY 2012-2013 funds and other matters properly relating thereto.

Public comment.

*(3) Discussion for possible action regarding approval/disapproval of Employer Contract for health services between Lander County and Nevada Health Centers, Inc. and other matters properly related thereto.

Public comment.

*(4) Discussion for possible action regarding approval/disapproval of the agreement between Lander County and the Austin Roping Club for lease of the Austin Rodeo Grounds located on Highway 50 in Austin and other matters properly relating thereto.

Public comment.

*(5) Discussion for possible action regarding approval/disapproval of the agreement between Lander County and New Frontier Treatment Center for lease of the building located at 145 West Third Street in Battle Mountain and other matters properly related thereto.

Public comment.

*(6) Discussion for possible action regarding approval/disapproval of the agreement between Lander County and the Battle Mountain Stock Car Racing Association for lease of the stock car racing facility located at the Battle Mountain Airport and other matters properly relating thereto.

Public comment.

ASSESSOR

*(7) Discussion for possible action regarding approval of the Lander County Assessor's Office job descriptions for the full-time Appraiser Tech and part-time Deputy Assessor positions and other matters properly related thereto.

Public comment.

TREASURER

*(8) Discussion for possible action regarding proposed acquisition of land located at 385 S. Mountain Street, Battle Mountain, APN #002-220-05, and other matters properly related thereto.

Public comment.

*(9) Discussion for possible action regarding the possibility of hiring part-time, temporary summer help for maintenance work at the Battle Mountain Cemetery and other matters properly related thereto.

Public comment.

LANDER ECONOMIC DEVELOPMENT AUTHORITY

*(10) Discussion for possible action regarding the State Regional Economic Development Plan and the formulation of a Regional Development Authority (RDA) and other matters properly relating thereto.

Public comment.

*(11) Discussion for possible action regarding the Lander Economic Development Authority's (LEDA's) 2012 Economic Diversification, Community Business Enhancement and Marketing Plan and other matters properly relating thereto.

Public comment.

EXECUTIVE DIRECTOR

*(12) Discussion for possible action regarding letter of support and advocacy of the implementation plan of High Sierra Airlines (HSA) and its proposal and solicitation for the Small Community Air Service Development Program (SCASDP) and other matters properly relating thereto.

Public comment.

*(13) Discussion for possible action regarding update by Lew Lott, J-U-B Engineers, Inc., on the Battle Mountain Airport Layout Plan (ALP) and other matters properly relating thereto.

Public comment.

*(14) Discussion for possible action regarding update and request for direction by Lew Lott, J-U-B Engineers, Inc., on the Austin Airport fuel system project and other matters properly relating thereto.

Public comment.

*(15) Discussion for possible action regarding update by Lew Lott, J-U-B Engineers, Inc., on the current Battle Mountain Airport project and other matters properly related thereto.

Public comment.

YUCCA MOUNTAIN REPOSITORY PROGRAM

*(16) Discussion for possible action regarding update and progress report on the Yucca Mountain Program and other matters properly related thereto.

Public comment.

12:00 P.M. Recess for Lunch

1:00 P.M. ***PUBLIC WORKS***

*(17) Discussion for possible action regarding current status and alternatives with respect to the Battle Mountain Water System Well #2 and other matters properly related thereto.

Public comment.

*(18) Discussion for possible action regarding the Mountain View Golf Course greens emergency replacement project and other matters properly relating thereto.

Public comment.

*(19) Discussion for possible action regarding the request of Jay Fischer to waive hook-up fees to the Battle Mountain Water System and other matters properly related thereto.

Public comment.

ROAD AND BRIDGE NORTH

*(20) Discussion for possible action regarding award of bid for the Battle Mountain 2012 Road and Bridge Department Road Rehabilitation Project and other matters properly relating thereto.

Public comment.

ROAD AND BRIDGE SOUTH

*(21) Discussion for possible action regarding award of bid for the Austin and Kingston 2012 Road Department Paving Project and other matters properly relating thereto.

Public comment.

EXECUTIVE DIRECTOR

*(22) Discussion for possible action regarding presentation of Governor Sandoval's March 1, 2012 Certification of Population Letter certifying the estimated population figures for Nevada, its counties, incorporated cities, and all of its unincorporated towns as of July 1, 2011 pursuant to Nevada Revised Statutes (NRS) 360.285 and other matters properly related thereto.

Public comment.

*(23) Discussion for possible action regarding letter of resignation from Grady Pierce from the Lander County Convention and Tourism Authority and other matters properly relating thereto.

Public comment.

BOARD APPOINTMENTS

*(24) Discussion for possible action regarding appointments to the 2012-2013 Advisory Board, categories 1, 2, 3 & 4 and other matters properly relating thereto.

Public comment.

COMMISSIONERS

*(25) Discussion for possible action regarding the Wild Bunch Motorcycle Club's request to host an event, the Wild Bunch Outback Poker Run, at the Lions Park and to allow bikers to camp during July 27th and 28th and other matters properly relating thereto.

Public comment.

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

Public comment.

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

ADJOURN

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

NOTE: TIMES ARE APPROXIMATE

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

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

AFFIDAVIT OF POSTING

State of Nevada)
) ss.
County of Lander)

Cathy Myers, Deputy Clerk, of said Lander County, Nevada, being duly sworn, says, that on the 8th day of June 2012, she posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse and 4) Swackhamer's Plaza Bulletin Board, in said Lander County, where proceedings are pending.

CATHY MYERS, DEPUTY CLERK Cathy Myers

Subscribed and sworn to before me this 8th day of June 2012.

WITNESS Molly Gonzalez

Payment of Bills

June 14, 2012

ROGENE HILL
Lander County Finance Director

ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION | DATE

Chairman _____ _____

Commissioner _____ _____

Commissioner _____ _____

Commissioner _____ _____

Commissioner _____ _____

LANDER COUNTY COMMISSION MEETING

June 14, 2012

APPROVE / DISAPPROVE
SUBMITTED EXPENDITURES IN THE AMOUNT OF $ 473,630.09
From Check #40777 thru #40920

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

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
40777	ACTN						
		5/31/12/ DUES G POWRIE		6/14/12	70267	25.00	
							25.00
40778	ADAPCO,INC						
		6/5/12/VECTOBAC/MOSQ CNTR		6/14/12	70353	1,252.80	
							1,252.80
40779	ADVANCED DATA SYSTEMS INC						
		5/31/12/IMAGE INTEGRATION		6/14/12	70296	2,500.00	
		5/31/12/SUPPORT /W&S		6/14/12	70296	123.33	
		5/31/12/SUPPORT /W&S		6/14/12	70296	123.33	
							2,746.66
40780	AGRONO-TEC SEED CO.						
		5/16/12/GRASS SEED/GLFCRS		6/14/12	70177	572.00	
							572.00
40781	AIRGAS, NCN						
		5/16/12/ MIG HD GUN/R&B		6/14/12	70178	129.57	
							129.57
40782	ARTISTIC FENCE CO., INC.						
		5/17/12/FENCING/LNDF		6/14/12	70179	10,000.00	
		5/17/12/FENCING/LNDF		6/14/12	70179	10,987.00	
		5/17/12/FENCING/LNDF		6/14/12	70179	151.00	
		5/31/12/POSTS/LNDFIL		6/14/12	70179	5,280.00	
							26,418.00
40783	ATCO INTERNATIONAL						
		5/17/12/QUICKES/RB		6/14/12	70180	153.00	
							153.00
40784	ATLAS TOWING & RECOVERY						
		5/29/12 CAR WASH BM AMBU		6/14/12	70252	14.25	
		5/29/12 CAR WASH BVFD		6/14/12	70252	11.75	
		5/29/12 CAR WASH SEWER		6/14/12	70252	14.75	
							40.75
40785	B M AUTO SUPPLY,INC						
		12/19/11CREDIT		6/14/12	70181	29.94-	
		3/26/12/ADAPTER/SEWER		6/14/12	70181	21.99	
		3/28/12/OIL/GLF		6/14/12	70181	89.68	
		3/29/12/HOSCLMPS/GLF		6/14/12	70181	17.85	
		4/25/12/FUNNEL VFD		6/14/12	70181	4.82	
		5/8/12/PRESS WASHER/POOL		6/14/12	70181	349.00	
		5/10/12/FUNNEL/POOL		6/14/12	70181	3.98	
		5/10/12/STARTER VFD		6/14/12	70181	172.60	
		5/14/12/THD LOCK/R&B		6/14/12	70181	11.15	
		5/14/12/OIL/LNDFIL		6/14/12	70181	65.96	
		5/14/12/TARPS BRKCLN/VFD		6/14/12	70181	27.75	
		5/14/12/SWITCH/R&B		6/14/12	70181	9.05	
		5/14/12/FILTER/LNDFIL		6/14/12	70181	36.52	
		5/16/12/OIL/LNDFIL		6/14/12	70181	104.93	
		5/16/12 HEX SET TOOL/SEWE		6/14/12	70181	196.03	
		5/16/12/CIRC TESTER/VFD		6/14/12	70181	23.76	
		5/16/12/FUSE/VFD		6/14/12	70181	7.56	
		5/14/12/THD LOCK/R&B		6/14/12	70181	11.15	
		5/16/12/NUTS/R&B		6/14/12	70181	25.00	
		5/17/12/ CREDIT/A R&B		6/14/12	70181	25.14-	
		5/17/12/OIL/A R&B		6/14/12	70181	1,465.00	
		5/17/12/FITTINGS/CABL		6/14/12	70181	99.62	
		5/21/12/V BELTS/SO		6/14/12	70181	74.14	
		5/21/12/SCKTSET,INGCOIL		6/14/12	70181	122.32	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		5/21/12/WEED KILLER/AR&B		6/14/12	70181	479.94	
		5/21/12/PAINTSVCTRK/		6/14/12	70181	241.77	
		5/21/12/SOCKETS.SCKSET/HS		6/14/12	70181	171.72	
		5/22/12/SOCKET/ A R&B		6/14/12	70181	39.33	
		5/23/12/ BATTERY/W&S		6/14/12	70181	295.83	
		5/23/12/SLOANS/CPLR/AR&B		6/14/12	70181	58.69	
		5/23/12/CONNECTRS/RB		6/14/12	70181	6.24	
		5/23/12/MIC LITE		6/14/12	70181	27.29	
		5/23/12/HOSESEPRTR/		6/14/12	70181	18.81	
		5/23/12/COOLSHADES/KNOB		6/14/12	70181	19.54	
		5/23/12/DIE GRINDER		6/14/12	70181	49.99	
		5/23/12/PLUG/RB		6/14/12	70181	6.86	
		5/23/12/SEALER		6/14/12	70181	15.44	
		5/24/12/FREON/CLNR/SEWER		6/14/12	70181	55.63	
		5/24/12/		6/14/12	70181	443.69	
		5/24/12/PAINT /A RB		6/14/12	70181	327.86	
		5/24/12/ PAINT/A RB		6/14/12	70181	367.71	
		5/24/12/CARWASHSOAP		6/14/12	70181	5.55	
		5/25/12/CIRC BRKER/VFD		6/14/12	70181	42.67	
		5/29/12/WIRE/SEWER		6/14/12	70181	43.32	
		5/30/12/SND PAPER/A RB		6/14/12	70181	26.85	
		5/30/12/CARB/A R&B		6/14/12	70181	215.20	
		5/30/12/BATT/A R&B		6/14/12	70181	468.98	
		5/30/12/CPLR/A R&B		6/14/12	70181	114.08	
		5/30/12/HOSEADPT/A RB		6/14/12	70181	33.64	
		5/30/12/CPLR/S/SEWER		6/14/12	70181	46.42	
		5/31/12/CPLR/S/SEWER		6/14/12	70181	46.42	
		5/31/12/LNMP/RB		6/14/12	70181	13.99	
		5/31/12/NUTBOLDT/R&B		6/14/12	70181	5.40	
		6/1/12/ANTIFREEZ/SR CTR		6/14/12	70181	18.20	
		6/1/12/FILTERS/SEWER		6/14/12	70181	272.40	
		6/4/12/SLIME/OIL/SEWER		6/14/12	70181	79.04	
		6/6/12/BATT,WRENCHES/GLF		6/14/12	70181	128.35	
		6/7/12/2TONJACK//SEWER		6/14/12	70181	199.99	
							7,271.62
40786	B M CLINIC						
		4/16/12/PHYSL/CSTEWART		6/14/12	70182	158.00	
							158.00
40787	B M GENERAL HOSPITAL						
		OFFICE SPACE		6/14/12	70183	613.00	
		4/13/12/BA/SO		6/14/12	70183	105.00	
		4/27/12/BA/SO		6/14/12	70183	105.00	
		4/17/12/MEDCLR/SO		6/14/12	70183	783.00	
		5/8/12/HERNANDEZ,D PHYS		6/14/12	70183	231.50	
							1,837.50
40788	B M HIGH SCHOOL						
		6/11/12/YUCCA MTN OVR		6/14/12	70348	5,200.00	
							5,200.00
40789	B M POSTMASTER						
		5/29/12/ STAMPS/ JC		6/14/12	70232	450.00	
							450.00
40790	B M POSTMASTER						
		5/31/12/BX RENT/VFD		6/14/12	70268	48.00	
							48.00
40791	DANIEL BALDINI						
		5/25/12/AMBULRUNS/		6/14/12	70184	45.00	

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		6/1/12//AMBULRUNS/		6/14/12	70184	30.00	
							75.00
40792	BELL FIRE INC.						
		5/25/12/EXTING SERVC/CRTH		6/14/12	70298	61.00	
		5/25/12/EXTING SERVC/THAL		6/14/12	70298	31.00	
		5/25/12EXTING SERV/A R&B		6/14/12	70298	469.41	
		5/25/12/NEWEXTING/A R&B		6/14/12	70298	879.20	
		5/30/12/SUPPLIES/V/A R&B		6/14/12	70298	19.07	
							1,459.68
40793	CORRIE BISPO						
		5/29/12/TEST FEES/		6/14/12	70334	57.00	
							57.00
40794	BLACK BOX CORPORATION						
		5/29/12/CCTV EQUIP/SO		6/14/12	70329	2,880.70	
							2,880.70
40795	BLUE MOON PORTABLES						
		6/1/12BM AIRPORT HNDYCAP		6/14/12	70185	350.00	
		5/1/12/WKLYSERVC GLF CRS		6/14/12	70185	165.00	
		5/1/12/WKLYSERVC AUSTARPT		6/14/12	70185	200.00	
		5/1/12/WKLYSERVC/LNDFIL		6/14/12	70185	150.00	
		5/1/12/WKLYSERVC/ADLFIELD		6/14/12	70185	165.00	
							1,030.00
40796	BOB BARKER COMPANY, INC.						
		5/31/12HYGIENITEMSINMATES		6/14/12	70327	174.95	
							174.95
40797	JOY BRANDT						
		6/2/12/COMPCLNUP/		6/14/12	70335	150.00	
		6/2/12/EMAILSUPPORT		6/14/12	70335	50.00	
							200.00
40798	STACY BROOKS						
		MAY, FOOD SR CTR		6/14/12	70338	20.37	
		MAY, FOOD SR CTR		6/14/12	70338	11.97	
		5/14/12		6/14/12	70338	2.95	
							35.29
40799	BROWNELLS, INC						
		5/21/12/MAINT SUPP/SO		6/14/12	70234	111.70	
							111.70
40800	SCOTT D. BULLOCK						
		5/24/12/AIRHNDLR/BMAIRPRT		6/14/12	70186	300.00	
		5/24/12/WELL AIRPORT		6/14/12	70186	470.00	
							770.00
40801	NEVADA STATE TREASURER,						
		5/22/12/AIR POLL PERMIT		6/14/12	70242	250.00	
		5/10/12/WATERPERMIT/SEWER		6/14/12	70210	3,828.00	
							4,078.00
40802	BURNS FUNERAL HOME						
		5/24/12/BANDREOZZI/SO		6/14/12	70233	650.00	
							650.00
40803	CAPITAL CONTROL SYSTEMS						
		5/21/12//PRTS4BOILER		6/14/12	70235	1,744.04	
							1,744.04
40804	CARSON DODGE CHRYSLER INC						
		5/15/12/2-2012TRKS A R&B		6/14/12	70270	60,412.50	
							60,412.50
40805	CASHMAN EQUIPMENT						
		5/4/12/CREDIT/ A R&B		6/14/12	70299	295.30-	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		5/7/12/CREDIT/TS/A R&B		6/14/12	70299	282.44-	
		3/6/12/REPRPARTS/A R&B		6/14/12	70299	952.26	
							374.52
40806	CENTRAL RESTAURANT PROD.						
		5/9/12/KIT SUPPLIES/SO		6/14/12	70187	534.85	
							534.85
40807	CFOA						
		5/31/12/REG G POWRIE		6/14/12	70271	25.00	
		5/31/12/2012DUESGPOWRIE		6/14/12	70271	25.00	
							50.00
40808	CHIEF SUPPLY CORPORATION						
		5/17/12/WEAPON LIGHTS/SO		6/14/12	70236	989.90	
							989.90
40809	CI TECHNOLOGIES, INC.						
		6/1/12/ANNLMAINTRENEWALSO		6/14/12	70328	1,800.00	
							1,800.00
40810	STATE OF NEVADA						
		5/14/12/WEED CONTROL/ARB		6/14/12	70305	800.00	
							800.00
40811	DAVID J. CORMANY						
		5/25/12/PLN REVIEW		6/14/12	70251	495.87	
		5/25/12/PLN REVIEW		6/14/12	70251	5.85	
							501.72
40812	CRIMSON IMAGING SUPPLIES						
		5/15/12/INK/SO		6/14/12	70188	138.00	
							138.00
40813	JAYSON DAVID CUTLER						
		5/25/12/AMBUL RUNS/		6/14/12	70189	30.00	
		6/1/12//AMBUL RUNS/		6/14/12	70189	30.00	
							60.00
40814	DELBERT L. CORNELLA						
		5/30/12/CIVICCEILING		6/14/12	70237	97.50	
							97.50
40815	NV DEPT. OF PUBLIC SAFETY						
		6/1/12/PSI/SO		6/14/12	70332	340.88	
							340.88
40816	SHANE DRAPER LTD						
		6/5/12/FEES FOR FORM		6/14/12	70354	30.00	
							30.00
40817	JIMMY DROWN						
		5/25/12/AMBUL RUN		6/14/12	70190	30.00	
							30.00
40818	ECOLAB						
		5/11/12/SOAP/SO		6/14/12	70192	376.76	
		5/11/12/RENTAL/SO		6/14/12	70192	90.34	
							467.10
40819	ENGS MOTOR TRUCK CO.						
		5/8/12/BRKCLNR/R&B		6/14/12	70191	65.76	
		5/17/12/BOOTS/R&B		6/14/12	70191	40.27	
		5/21/12/BOOTS/R&B		6/14/12	70191	50.87	
		5/23/12/SHIFTBOOT/RB		6/14/12	70191	40.27	
		5/24/12/TUBING/RB		6/14/12	70191	28.15	
							225.32
40820	GENE P ETCHEVERREY						
		5/31/12/TRVL RENO ALHVC		6/14/12	70272	241.98	
							241.98

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
40821	ETCHEVERRYS FOOD TOWN						
		5-8-22-12/FOOD/SR CTR		6/14/12	70336	14.57	
		5-8-22-12/FOOD/SR CTR		6/14/12	70336	9.71	
		5/1/12 DRG CRT SUPPLIES		6/14/12	70336	21.69	
							45.97
40822	FARMER BROS COFFEE						
		5/23/12/SUPPLIES		6/14/12	70193	93.20	
		5/23/12/COFFEESUPPLIES		6/14/12	70193	123.90	
							217.10
40823	R SUPPLY #3210						
		5/24/12/SEWERPRTS/SEWER		6/14/12	70238	169.50	
							169.50
40824	WEIR FLOWAY, INC.						
		5/11/12/WELLBOWLASSEMB/W		6/14/12	70355	15,929.99	
							15,929.99
40825	GOLD DUST WEST CARSON						
		4/15/12/RM B WILEY		6/14/12	70194	357.50	
		4/15/12/RM G CAMPBELL		6/14/12	70194	357.50	
		4/22/12/B WILEY/RM		6/14/12	70330	357.50	
		4/22/12/G CAMPBELL/RM		6/14/12	70330	357.50	
							1,430.00
40826	ROBIN D. GRAY						
		6/1/12/MOSQT CONTL		6/14/12	70273	8,156.31	
							8,156.31
40827	GREY GROUP TRAINING, LLC						
		5/15/12/WEAPONPRTS/SO		6/14/12	70239	924.00	
							924.00
40828	GREYHOUND LINES, INC						
		INDIG SERVC FOR MAY		6/14/12	70339	29.00	
							29.00
40829	THEODORE C. HERRERA						
		PUBLIC DEFENDER		6/14/12	70326	3,541.50	
							3,541.50
40830	ROGENE HILL						
		5/26/12/POSTAGEFLBUDGET		6/14/12	70195	12.25	
							12.25
40831	HSBC BUSINESS SOLUTIONS						
		4/11/12/DRILLSET/A R&B		6/14/12	70289	107.88	
							107.88
40832	HUGHES NETWORK SYSTEMS,						
		5/20/12/ INTERNET A R&B		6/14/12	70274	83.73	
							83.73
40833	HUMBOLDT PRINTERS, INC.						
		5/25/12/ENVELOPES/ CLK		6/14/12	70300	208.30	
							208.30
40834	INLAND SUPPLY CO INC						
		5/14/12/SUPPLIES PARKS		6/14/12	70196	67.45	
		5/14/12/SUPPLIES DISPATCH		6/14/12	70196	66.96	
		5/8/12//SUPPLIES DETENTIO		6/14/12	70196	233.75	
		5/14/12/CHEMS/POOL		6/14/12	70196	347.51	
		5/21/12/CHEMS/POOL		6/14/12	70196	3.25	
		5/25/12/SUPPLIESSPLIT		6/14/12	70196	57.49	
		5/25/12/SUPPLIES		6/14/12	70196	121.05	
		5/16/12/SUPPLIESPOOL		6/14/12	70196	7.75-	
							889.71
40835	IRON MOUNTAIN						

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		5/31/12/RECORDER		6/14/12	70337	150.12	
							150.12
40836	J J KELLER & ASSOCIATES						
		5/18/12/OSHAUPDATES		6/14/12	70231	238.98	
							238.98
40837	J W WELDING SUPPLY						
		5/31/12/OXY/A AMB		6/14/12	70301	119.25	
							119.25
40838	J-U-B ENGINEERS, INC.						
		5/15/12/BM APRON/ARPRT		6/14/12	70275	9,162.76	
							9,162.76
40839	JEFF'S DIGITEX PRINTING						
		5/23/12/ENVEL/RECEIPT/TRS		6/14/12	70197	488.44	
							488.44
40840	L C SHERIFF REVOLVING ACT						
		5/21/12/CORONER/BJOHNSON		6/14/12	70198	47.50	
		4/6/12/POSTAGE/		6/14/12	70198	10.45	
		5/14/12/ TRAININGDLOWE		6/14/12	70198	197.00	
		5/21/12/CORONER/MJOHNSON		6/14/12	70198	95.00	
							349.95
40841	JAY C WINROD						
		3/27/12/CUPLR/A R&B		6/14/12	70302	42.83	
		5/3/12/BRZROD/JBWELD/AR&B		6/14/12	70302	28.52	
		5/3/12/MOUSEBAIT/A R&B		6/14/12	70302	24.84	
		5/15/12/PAINT//A R&B		6/14/12	70302	27.44	
		5/17/12/WIRE,SUPPLIES/ARB		6/14/12	70302	59.57	
		5/17/12/SOAP/A SR CTR		6/14/12	70302	8.96	
		5/21/12/BALL VLAVE/A R&B		6/14/12	70302	29.99	
							222.15
40842	LEXIPOL LLC						
		5/1/12/YRLYUPDATEMANUAL		6/14/12	70199	1,925.00	
							1,925.00
40843	LEXIS-NEXIS						
		5/31/12/RESEARCH/DA		6/14/12	70352	305.00	
							305.00
40844	LEXISNEXIS RISK DATA MGMT						
		5/31/12/RESEARCH/AUST JC		6/14/12	70346	100.00	
							100.00
40845	GINA LITTLE						
		5/23-24/12LOVELCK/CDBG		6/14/12	70200	58.73	
		5/30/12/RENO/ECO OPP SEMN		6/14/12	70200	126.55	
		5/23-24/12LOVELCK/CDBG		6/14/12	70200	67.00	
		5/30/12/RENO/ECO OPP SEMN		6/14/12	70200	77.00	
							329.28
40846	LOVE CLEANING						
		6/1/12 COURT HOUSE		6/14/12	70276	1,650.00	
		6/1/12 2ND ST ANNEX		6/14/12	70276	600.00	
		6/1/12 SENIOR CENTER		6/14/12	70276	500.00	
		6/1/12 ROAD & BRIDGE		6/14/12	70276	250.00	
							3,000.00
40847	DAVID R. MASON						
		5/29/12/ELKO SAGEGROUSE		6/14/12	70240	79.92	
							79.92
40848	MEDIBADGE, INC.						
		6/6/12STICKERS/H NURSE		6/14/12	70351	174.90	
							174.90

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40849	MIDWAY MARKET						
		4/4/12//FOOD/ SO		6/14/12	70203	849.05	
		4/19/12/FOOD/ SO		6/14/12	70203	192.80	
		4/10/12/FOOD/ SO		6/14/12	70203	28.43	
		4/9/12//FOOD/ SO		6/14/12	70203	22.25	
		4/20/12/FOOD/ SO		6/14/12	70203	23.23	
		4/12/12/FOOD/ SO		6/14/12	70203	148.47	
		4/25/12/FOOD/ SO		6/14/12	70203	4.83	
		4/30/12/FOOD/ SO		6/14/12	70203	6.23	
		4/26/12/FOOD/ SO		6/14/12	70203	254.42	
		4/6/12//FOOD/ SO		6/14/12	70203	11.87	
		4/8/12//FOOD/ SO		6/14/12	70203	15.63	
		5/9/12/SUPPLIES/TRES		6/14/12	70203	5.53	
							1,562.74
40850	MILLS ENTERPRISES, INC.						
		4/12/12/MEDS		6/14/12	70204	41.94	
		4/6/12//MEDS/SO		6/14/12	70204	47.12	
		4/12/12/MEDS/SO		6/14/12	70204	50.05	
		4/13/12/MEDS/SO		6/14/12	70204	8.99	
		4/17/12/MEDS/SO		6/14/12	70204	27.94-	
		4/30/12/MEDS/SO		6/14/12	70204	47.12	
							167.28
40851	MOORE MEDICAL LLC						
		5/11/12/MEDSREFIL/		6/14/12	70205	64.72	
		5/17/12/FIRSTAIDKITS/SO		6/14/12	70241	110.72	
							175.44
40852	MORPHOTRAK						
		5/25/12FNGRPRNTMACHAUSTSO		6/14/12	70331	25,248.85	
							25,248.85
40853	JANA MOYES						
		5/15/12/FUEL/ POOL		6/14/12	70277	10.00	
		5/15/12/GASCAN/POOL		6/14/12	70277	15.73	
							25.73
40854	NASAR						
		5/17/12/SAR TRNG/SO		6/14/12	70206	750.50	
							750.50
40855	NATIONAL JUDGES ASSOC INC						
		6/1/12/MEMBERSHIP/BUNCH		6/14/12	70303	120.00	
							120.00
40856	BART E. NEGRO						
		5/25/12/AMBUL RUNS		6/14/12	70207	75.00	
		6/1/12//AMBUL RUNS		6/14/12	70207	15.00	
							90.00
40857	DON NEGRO						
		5/25/12/AMBUL RUNS		6/14/12	70208	15.00	
							15.00
40858	NEVADA DIVISION OF STATE						
		NRSSTATUEWBOOKS PLNG		6/14/12	70213	60.00	
							60.00
40859	NEVADA STATE HEALTH DIV.						
		1/31/12VACCINMATES		6/14/12	70209	160.00	
		4/19/12/VACC INMATE		6/14/12	70209	25.00	
							185.00
40860	NEWMAN TRAFFIC SIGNS						
		4/27/12/ROAD MATERIAL/ARB		6/14/12	70306	1,137.00	
		5/21/12/ROAD MATERIAL/ARB		6/14/12	70306	4,903.65	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
							6,040.65
40861	NATIONAL MEDICAL SERV.INC						
		4/30/12/TOXICOLOGY/SO		6/14/12	70211	105.00	
							105.00
40862	NORCO, INC.						
		5/16/12/SUPPIES/AMBUL		6/14/12	70307	2.30	
		5/31/12/OXYG/BM AMBUL		6/14/12	70307	148.80	
		5/31/12/DEMG/R&B		6/14/12	70307	18.60	
							169.70
40863	NORTH AMERICAN RESCUE LLC						
		5/14/12/TACTICALGEAR/SO		6/14/12	70278	913.80	
							913.80
40864	NORTHSTAR IMAGING, INC						
		4/23/12/M LEVI/SO		6/14/12	70212	55.90	
		5/1/12/XRAY/INMATE/SO		6/14/12	70212	55.90	
							111.80
40865	NV ASSOC COUNTY CLERKS						
		6/1/12/DUES/CLERK		6/14/12	70304	35.00	
							35.00
40866	NV FOOD DISTRIBUTION PRGM						
		4/23/12/ FOOD SR CTR		6/14/12	70340	69.99	
		5/9/12// FOOD SR CTR		6/14/12	70340	28.00	
							97.99
40867	PC INTERNET						
		5/15/12/INTERNET SERVC/SR		6/14/12	70341	215.95	
		5/15/12/INTERNET SERVC/SR		6/14/12	70341	143.96	
		5/15/12/INTERNET SERVC/SR		6/14/12	70341	119.97	
							479.88
40868	PERSONNEL EVALUATION, INC						
		4/4-30/12/SERV FEE		6/14/12	70215	20.00	
							20.00
40869	JOHN PETERS, M.D.						
		6/6/12 PROF SERVICE/SO		6/14/12	70322	750.00	
							750.00
40870	PITNEY BOWES						
		5/13/12/TREAS		6/14/12	70279	54.48	
		5/13/12/TREAS		6/14/12	70279	313.59	
							368.07
40871	PLAYCRAFT DIRECT INC.						
		5/14/12 EQUIPELQUISTPRK		6/14/12	70214	158,516.51	
		5/14/12/RUBBMULCH/ELQPRK		6/14/12	70214	7,620.00	
							166,136.51
40872	POWERPLAN						
		5/17/12/TRKPRTS/R&B		6/14/12	70216	130.38	
							130.38
40873	PRO FORCE LAW ENFORCEMENT						
		5/21/12/REDDOTOPTICMNTSYS		6/14/12	70243	120.00	
							120.00
40874	QUILL CORP						
		5/14/12/SUPPLIES/POOL		6/14/12	70217	179.99	
		5/17/12/SUPPLIES/SPLIT		6/14/12	70217	33.90	
		5/17/12/SUPPLIES/SPLIT		6/14/12	70217	126.89	
		5/17/12/SUPPLIES/SPLIT		6/14/12	70217	67.49	
		5/21/12/OFFICESUPP		6/14/12	70217	49.45	
		5/21/12/SUPPLIES		6/14/12	70217	49.45	
		5/22/12/SUPPLIES/ASSESSOR		6/14/12	70217	114.60	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		5/23/12/FOLDERS/COMM		6/14/12	70217	84.99	
		5/21/12/CAMERA/BAG/RB		6/14/12	70217	135.98	
		5/24/12/OFFICESUPP/		6/14/12	70217	42.22	
		5/24/12/OFFICESUPP/		6/14/12	70217	42.22	
		5/24/12/OFFICESUPP/		6/14/12	70217	42.22	
		5/24/12/OFFICESUPP/		6/14/12	70217	42.22	
							1,011.62
40875	RELIABLE OFFICE SUPPLIES						
		5/22/12/FFICESUPP/SR CTR		6/14/12	70342	29.25	
		5/22/12/FFICESUPP/SR CTR		6/14/12	70342	19.50	
		5/22/12/FFICESUPP/SR CTR		6/14/12	70342	16.25	
		5/22/12/FFICESUPP/SR CTR		6/14/12	70342	64.99	
		5/24/12OFFICESUPP/SR CTR		6/14/12	70342	16.91	
		5/24/12OFFICESUPP/SR CTR		6/14/12	70342	11.27	
		5/24/12OFFICESUPP/SR CTR		6/14/12	70342	9.40	
		5/24/12OFFICESUPP/SR CTR		6/14/12	70342	37.58	
							205.15
40876	RENO GAZETTE-JOURNAL						
		4/30/12/RFP12/01REQ/CLK		6/14/12	70308	163.82	
		4/3/12SAFETYMANGR/EXDIR		6/14/12	70308	400.00	
							563.82
40877	RENO RADIOLOGICAL ASSOC.						
		4/4/12/DHOPPERCTSCAN/SO		6/14/12	70309	1,981.45	
							1,981.45
40878	RESEARCH AND CONSULTING						
		PROF SERV/YUCCA MTN/REX		6/14/12	70202	10,277.67	
							10,277.67
40879	RESERVE ACCOUNT						
		POSTAGE FOR TREASURERS		6/14/12	70218	3,000.00	
		POSTAGE FOR ARGENTA JC		6/14/12	70218	1,000.00	
							4,000.00
40880	SOVEIDA ROBINSON						
		5/22/23/12TRNGCARSON		6/14/12	70219	88.00	
		5/22/23/12TRNGCARSON		6/14/12	70219	258.63	
							346.63
40881	GUY ROCK						
		5/15/12/INSPECT		6/14/12	70347	337.99	
		INSPECTIONS/		6/14/12	70347	354.64	
							692.63
40882	RITA ROGERS						
		5/18/12/AUSTIN		6/14/12	70244	36.00	
		5/7/12ARM FLOATS/POOL		6/14/12	70244	33.20	
		5/18/12/AUSTININTERVIEWS		6/14/12	70244	99.90	
		5/12/12/INK/SUPPLIES/POOL		6/14/12	70244	74.61	
							243.71
40883	RON'S SEED & SUPPLY						
		5/4/12/RNDUP,TURF,PARKS		6/14/12	70310	348.95	
							348.95
40884	ROYAL HARDWARE						
		5/04/12/CONNTR/RDGR		6/14/12	70280	6.58	
		5/1/12/TURNBKLE		6/14/12	70280	47.98	
		5/2/12/FMADAPTR		6/14/12	70280	1.18	
		5/3/12/FERT/BATT/MIRGRW/		6/14/12	70280	46.45	
		5/2/12/CPLR,WIRECONN/PK		6/14/12	70280	6.72	
		5/2/12/TURNBKLE		6/14/12	70280	71.96	
		5/2/12/GRDDISC/RB		6/14/12	70280	19.12	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		5/4/12/BATT//MOSQ CNTRL		6/14/12	70280	15.98	
		5/7/12/MILWAUKEDRILL/W&S		6/14/12	70280	164.96	
		5/7/12/MISCSUPPLIES/GLF		6/14/12	70280	56.00	
		5/7/12/PVC /W&S		6/14/12	70280	14.78	
		5/8/12/PAINT/PRKS		6/14/12	70280	7.49	
		5/8/12/LIQNAIL/GLF		6/14/12	70280	20.96	
		5/8/12/NUTS,BOLTS/WS		6/14/12	70280	1.84	
		5/9/12/SPRAYER/POOL		6/14/12	70280	44.99	
		5/10/12/KEYS//RB		6/14/12	70280	5.00	
		5/10/12/FERTLIZER/GLF		6/14/12	70280	28.48	
		5/10/12/PAINTSUPP/POOL		6/14/12	70280	29.66	
		5/10/12/PIPEPVCSUPPLIES		6/14/12	70280	29.14	
		5/12/12/RAKE/JUV		6/14/12	70280	35.98	
		5/12/12/GLV/WINDOWWASH		6/14/12	70280	26.59	
		5/15/12/PIPEPVCSUPPLIES		6/14/12	70280	66.52	
		5/15/12/PVC NIPP/PRKS		6/14/12	70280	6.24	
		5/15/12/PAINTSUPP/POOL		6/14/12	70280	40.90	
		5/15/12/CONNT/RB		6/14/12	70280	3.49	
		5/16/12/PAINT/POOL		6/14/12	70280	39.48	
		5/16/12/PAINT/POOL		6/14/12	70280	85.95	
		5/17/12/DECALS/POOL		6/14/12	70280	9.18	
		5/19/12/SANDRESTOFORDER		6/14/12	70280	307.26	
		5/19/12/GLVS/MOSQ CNTRL		6/14/12	70280	23.60	
		5/21/12/TUBING/RDGR		6/14/12	70280	45.99	
		5/21/12/GLUE/POOL		6/14/12	70280	18.97	
		5/21/12/DRIPR,ADPTR/RDGR		6/14/12	70280	12.48	
		5/22/12/SUPPLIES/LNDFIL		6/14/12	70280	22.27	
		5/22/12/SHVL,RAKES,,RDGR		6/14/12	70280	78.46	
		5/22/12/TUBING/ADPTR		6/14/12	70280	6.98	
		5/22/12/SLIME/W&S		6/14/12	70280	43.96	
		5/23/12/DRILL SAW		6/14/12	70280	8.98	
		5/23/12/ELECSUPPLIES/W&S		6/14/12	70280	29.31	
		5/24/12/SANDRESTOFORDER		6/14/12	70280	1,995.00	
		5/24/12/CHAIN/GLF CRS		6/14/12	70280	23.94	
		5/24/12/BUTTCONN/W&S		6/14/12	70280	19.92	
		5/26/12/GLVS/MOSQ CNTRL		6/14/12	70280	23.60	
		5/30/12/SCREW/BIT//W&S		6/14/12	70280	13.28	
		5/30/12/SCREWS/R&B		6/14/12	70280	65.50	
		5/30/12/SCREWS/R&B		6/14/12	70280	39.00	
		5/31/12/BATT/ELETAPE/W&S		6/14/12	70280	48.93	
		5/31/12/HASP/PARKS		6/14/12	70280	8.79	
							3,769.82
40885	S AND G ELECTRICAL MOTOR						
		5/21/12/CUTLEHAMMERSTRT		6/14/12	70246	4,780.00	
							4,780.00
40886	STEVEN E. CHOQUETTE						
		5/11/12/HOIST/A R&B		6/14/12	70281	1,915.00	
							1,915.00
40887	WILLIAM E. SCHAEFFER						
		6/6/12/CONTRT		6/14/12	70323	1,125.00	
							1,125.00
40888	BERRY ENTERPRISES						
		5/4/12/RADIOSKITS/R&B		6/14/12	70282	710.00	
		5/4/12/RADIOS/R&B		6/14/12	70282	3,745.00	
		5/29/12/PAGERS/VFD		6/14/12	70282	2,178.00	
		5/29/12/PAGERS/BM AMBUL		6/14/12	70282	2,178.00	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		5/30/12/RADIOS/A R&B		6/14/12	70282	1,678.00	
							10,489.00
40889	ZOIE M. WILLIAMS						
		5/10/12/11CR233/CRT		6/14/12	70283	109.45	
							109.45
40890	SILVER STATE INTERNAT.						
		5/2/12/CREDIT /A R&B		6/14/12	70284	56.00-	
		5/16/12TRKPRTS/A R&B		6/14/12	70284	118.34	
							62.34
40891	DESMOND SKEATH						
		PARKS CONTRACT PMT		6/14/12	70324	1,191.50	
							1,191.50
40892	DESMOND SKEATH						
		REPAIRBANDSTNDATAUSTPRK		6/14/12	70248	380.00	
							380.00
40893	SMITH FAMILY FUNERAL HOME						
		5/31/12/FRANCIS APP/		6/14/12	70349	150.00	
							150.00
40894	SNYDER MECHANICAL, INC						
		5/23/12/STRTBOILERPOOL		6/14/12	70285	600.00	
							600.00
40895	SPB UTILITY SERVICE INC						
		5/31/12/LABS/W&S		6/14/12	70311	123.33	
		5/31/12/LABS/W&S		6/14/12	70311	123.33	
							246.66
40896	ST OF NEVADA						
		5/26/12/ABBOT/KINGSTON		6/14/12	70245	50.00	
		5/17/12/CORTEZ		6/14/12	70245	50.00	
		5/17/12/CORTEZ		6/14/12	70245	50.00	
		5/17/12/CORTEZ		6/14/12	70245	50.00	
							200.00
40897	ST OF NV DEPT OF PUBLIC						
		4/30/12/FNGRPRTS/SO		6/14/12	70223	450.00	
		6/1/12/FNGRPRNTS/HR		6/14/12	70350	37.50	
							487.50
40898	STAKER & PARSON CO.						
		5/30/12/COLDPATCH A R&B		6/14/12	70344	2,474.37	
							2,474.37
40899	STANARD & ASSOCIATES,INC.						
		5/22/12/EXAMS/SO		6/14/12	70247	105.00	
							105.00
40900	STREICHER'S, INC.						
		4/23/12/GLOCKMAGZNS/SO		6/14/12	70224	729.00	
		5/4/12/DUTY MAGZNS /SO		6/14/12	70224	486.00	
							1,215.00
40901	SUN RIDGE SYSTEMS, INC						
		5/16/12/ANL SUPPORTRIMS		6/14/12	70221	6,345.00	
							6,345.00
40902	SUPER 8 MOTEL						
		5/10/12/MASLACH,J,JUSTICE		6/14/12	70222	64.08	
		5/18/12/D LOWE		6/14/12	70222	311.64	
							375.72
40903	T & M LAWN CARE						
		PARKS MAINTENANCE		6/14/12	70325	7,550.88	
							7,550.88
40904	THE FURMAN GROUP, INC.						

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		5/31/12/PROFSERV		6/14/12	70312	7,550.00	
							7,550.00
40905	TIRE FACTORY						
		5/17/12/UNIT 16/SO		6/14/12	70225	628.68	
		5/21/12/FLT REPAIR		6/14/12	70225	49.50	
		5/55/12/ACCOMPRSRBMAMBUL		6/14/12	70225	1,014.16	
		5/22/12/TIRESFIRETRK		6/14/12	70225	296.94	
		5/30/12/TIRE/GLF		6/14/12	70225	47.79	
							2,037.07
40906	TNVC, INC.						
		5/21/12/NIGHTVISION/SO		6/14/12	70313	6,313.88	
							6,313.88
40907	IDONNA TREVINO						
		6/19-20/12 PIOCHE/CFOA		6/14/12	70286	165.00	
		6/19-20/12 PIOCHE/CFOA		6/14/12	70286	35.00	
		6/19-20/12 PIOCHE/CFOA		6/14/12	70286	362.97	
							562.97
40908	BENJAMIN F. KEECHLER II						
		4/6/12/REELS SHARPEN/GLF		6/14/12	70345	1,520.00	
							1,520.00
40909	U S POSTAL SERVICE						
		5/17/12POSTAGEREFIL/SO		6/14/12	70226	200.00	
							200.00
40910	UNITED PARCEL SERVICE						
		5/12/12/PARCELSERVC/SO		6/14/12	70227	17.00	
							17.00
40911	UNITED RENTALS						
		5/14/12/RENTAL FENCPROJ.		6/14/12	70287	3,170.92	
							3,170.92
40912	USA BLUE BOOK						
		5/16/12/PVCSUPPS/SEWER		6/14/12	70228	574.68	
		5/17/12/PVCSUPPS/SEWER		6/14/12	70228	180.71	
		5/17/12/PVCSUPPS/SEWER		6/14/12	70228	23.88	
							779.27
40913	VALLEY BEVERAGES INC.						
		5/17/12/FOOD/SR CTR		6/14/12	70343	3.50	
		5/17/12/FOOD/SR CTR		6/14/12	70343	60.50	
							64.00
40914	WASHOE COUNTY SHERIFF'S						
		6/6/12/MAY 2012 /		6/14/12	70333	15.00	
							15.00
40915	KEITH WESTENGARD						
		5/2-5/30/12/CONTRT PYMNT		6/14/12	70229	6,237.01	
							6,237.01
40916	WESTERN NEVADA SUPPLY CO						
		5/23/12/PVC PRTS/SEWER		6/14/12	70249	416.31	
							416.31
40917	WESTERN NV KENWORTH, LLC						
		5/18/12/SLAKADJR/A R&B		6/14/12	70288	97.24	
							97.24
40918	FRANK WHITMAN						
		5/21/12/TRVL BM MTNG		6/14/12	70230	99.90	
							99.90
40919	WINNEMUCCA PUB. CO., INC.						
		3/7/12/ 4THINSTAL/TREAS		6/14/12	70250	140.80	
		5/16/12/NOTICETOVOTE/CLK		6/14/12	70250	71.10	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		5/23/12/ADMENDNOTICE/CLK		6/14/12	70250	289.69	
		5/23/12/DELQ TAX LIST		6/14/12	70250	793.75	
		5/30/12 RFPCMAR-01/EXEC		6/14/12	70250	175.40	
		5/30/12/NOTICE/		6/14/12	70250	53.20	
		5/30/12/NOTICE/		6/14/12	70250	62.15	
		5/30/12/NOTICE/		6/14/12	70250	62.47	
		5/30/12/NOTICE/		6/14/12	70250	59.96	
		6/1/12/JOB ADV/		6/14/12	70250	262.89	
		6/1/12/REP-CMAR01ADV		6/14/12	70250	175.40	
							2,146.81
40920	WRR INDUSTRIES						
		REFUND JUV CASE		6/14/12	70314	105.00	
		REFUND JUV CASE		6/14/12	70314	120.00	
							225.00
	CHECKS TOTAL						473,630.09

BANK CARD SERVICES

COUNTY OF LANDER
LC SHERIFF ACCOUNT

DATE	INVOICE	AMOUNT	REMARKS
06/06/12	B&H	1,201.70	5/16/12/MICRO/RECORDER/SO
06/06/12	BNK CARD	29.20	5/24/12/FEES/SO
06/06/12	COPQUEST	21.41	5/21/12/PATCH/SO
06/06/12	HOME DEPOT	16.63	5/4/12/MAINTMATERIAL/SO
06/06/12	LEA DATA	1,515.00	4/30/12/TRAININGADM/SO
06/06/12	PEPERMILL	960.50	4/21/12/TRNGHOTEL/SO
06/06/12	SERVSAFE	45.00	5/9/12/KITTRNGSUPP/SO
06/06/12	TRAINERS	316.55	5/4/12/TRVLTRNG/SO
06/06/12	WALMART	280.72	5/19/12/BLUETOOTHS/SO

CHECK NO 40751 $4,386.71 **

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 040751

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

BANK CARD SERVICES

DATE	CHECK NO.	AMOUNT
06/06/12 **VOID**	40751 **VOID**	$4,386.71 **VOID**

VOID*****4,386DOLLARS AND71CENTS***

BANK CARD SERVICES
P.O. BOX 15796

WILMINGTON DE 19886-5796

LC SHERIFF ACCOUNT

VOID

NON-NEGOTIABLE

✓ 1958 – 10341-98

Bank Card Services
P.O. Box 15731
Wilmington, DE 19886

Voucher

Admin.	Description	Vender	Date	Total	Misc. Info
012-53170	Coroner				
012-53360	Gas/Oi				
012-53560	Maint				
012-53560	Maint	Home Depot	4-May	$16.63	R. Quick
012-53560	Maint				
012-53880	Vehicle Maint				
012-53930	Telephone	Walmart	19-May	$280.72	Quick
012-53920	Service/Supply	CopQuest	21-May	$21.41	Quick
012-53920	Service/Supply	Finance Charge	24-May	$29.20	
012-53920	Service/Supply				
002-53920	Service/Supply				
012-53920	LC Clerk's Office				
012-53940	Travel/Training	Peppermill	21-Apr	$960.50	X3 Employees
012-53940	Travel/Training	Trainers	5-May	$316.55	Train. Equip
012-53940	Travel/Training	L.E.A. Data	30-Apr	$1,515.00	Admin.
012-53641	Search & Rescue				
Detentions	**Description**				
013-53700	Meals	ServSafe	9-May	$45.00	Kitchen
013-53720	Medical				
013-53920	Service/Supply	B&H	16-May	$ 1,201.70	Detentions
013-53920	Service/Supply				
013-53560	Building Maint				
013-53560	Building Maint				
A/C	**Description**				
014-53920	Service/Supply				
014-53940	Travel				
014-53880	Repair/Maint				
009-53560	Building Maint				
LEPC	**Description**	**Vender**	**Date**		
050-59355	Equipment				
050-59354	Admin.				
County's Portion				**$4,386.71**	
Credits	**Description**	**Check#**	**Date Mailed**		
Inmate Welfare	Netflix.com	2340	5-Jun	$17.13	
Inmate Welfare					
Statement Balance				**$4,403.84**	

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

Authorized Signature

COUNTY COMMISSION APPROVAL

There is a $17.13 difference in the statement because Vender has not cashed last Netflix check *

LANDER COUNTY SHERIFF'S OFFICE
INMATE WELFARE FUND
P.O. BOX 1625
BATTLE MOUNTAIN, NEVADA 89820
775-635-1100

WELLS FARGO BANK NEVADA, N.A.
3800 HOWARD HUGHES PARKWAY
LAS VEGAS, NEVADA 89109

90-7074/3212

2340

6/5/2012

PAY TO THE ORDER OF Bank Card Services $ **17.13

Seventeen and 13/100********** DOLLARS

Bank Card Services
P.O. Box 15731
Wilmington DE 19886-5731

VOID AFTER 60 DAYS

MEMO Account # 4024490000012515

AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈002340⑈ ⑆321270742⑆ 0670872142⑈

LANDER COUNTY SHERIFF'S OFFICE / INMATE WELFARE FUND 2340

Bank Card Services 6/5/2012

Account # 4024490000012515 17.13

Inmate Welfare Check Account # 4024490000012515 17.13

LANDER COUNTY SHERIFF'S OFFICE / INMATE WELFARE FUND 2340

Bank Card Services 6/5/2012

Account # 4024490000012515 17.13

Inmate Welfare Check Account # 4024490000012515 17.13

Bank of America

Business Card

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

Company Statement

Account Information:
www.bankofamerica.com

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

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

Customer Service:
1.800.673.1044, 24 Hours

TTY Hearing Impaired:
1.888.500.6267, 24 Hours

Outside the U.S.:
1.509.353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total	$4,420.97
Minimum Payment Due	**$73.12**
Payment Due Date	**06/20/12**

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

Account Summary

Previous Balance	$595.71
Payments and Other Credits	-$578.58
Balance Transfer Activity	$0.00
Cash Advance Activity	$0.00
Purchases and Other Charges	$4,374.64
Fees Charged	**$0.00**
Finance Charge	**$29.20**
New Balance Total	$4,420.97
Credit Limit	$15,000
Credit Available	$10,579.03
Statement Closing Date	05/24/12
Days in Billing Cycle	30

Cardholder Activity Summary

Account Number *Credit Limit*	*Total Activity*	*Payments and Other Credits*	*Balance Transfer Activity*	*Cash Advance Activity*	*Purchases and Other Charges*	*Fees Charged*
QUICK, ROBERT W **4339 9320 2466 2411**						
15,000	2,838.23	0.00	0.00	0.00	2,838.23	0.00
UNGER, RON **4003 9000 0008 6082**						
15,000	1,536.41	0.00	0.00	0.00	1,536.41	0.00

Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
LANDER CNTY SHERIFF DEP				
Account Number: 2515				
		Payments and Other Credits		
05/15	05/15	PAYMENT RECEIVED -- THANK YOU	13674405350000500307512	- 578.58
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD		**-$578.58**
		Finance Charge		
05/24	05/24	PURCHASE *FINANCE CHARGE*		29.20
		TOTAL FINANCE CHARGE FOR THIS PERIOD		**$29.20**
QUICK, ROBERT W				
Account Number: 2411				
		Purchases and Other Charges		
04/30	04/26	PEPPERMILL FRONT DESK RENO NV Arr: 04/21/12	24717052118641183062046	480.25
04/30	04/26	PEPPERMILL FRONT DESK RENO NV Arr: 04/21/12	24717052118641183062061	480.25
05/03	05/02	NETFLIX.COM NETFLIX.COM CA	24692162123000763579474	17.13
05/03	05/02	TRAINERS WAREHOUSE 508-653-3770 MA	24136002123557150455123	316.55
05/07	05/04	THE HOME DEPOT #3320 ELKO NV	24610432126010180425618	16.63
05/11	05/09	NRA SERVSAFE RESTAURANT.ORIL	24013392131010385578502	45.00
05/18	05/16	B & H PHOTO-VIDEO.COM 800-9479950 NY	24767902138139008308505	1,201.70
05/21	05/19	WM SUPERCENTER#2617 WINNEMUCCA NV	24226382141360575965056	280.72
		TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD		**$2,838.23**
UNGER, RON				
Account Number: 6082				
		Purchases and Other Charges		
04/30	04/27	L E A DATA TECHNOLOGIES LOREGON CITY OR	24492802118118000104599	1,515.00
05/23	05/21	COPQUEST.COM 805-3880707 CA	24639232143900012780026	21.41
		TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD		**$1,536.41**

Finance Charge Calculation

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

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	10.24% V	$3,468.82	$29.20
CASH	24.24% V	$0.00	$0.00

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

PEPPERMILL
RENO

ROBERT QUICK PAGE 1

WG/RM N -N2050 PO BOX 1625
ARRIVAL 04/21/2012
DEPART 04/26/2012 BATTLE MOUNTAIN NV 89820-1625

AAJA412

DATE	REFERENCE	DESCRIPTION	SPLIT	AMOUNT
04/21/12	410199001781	ROOM CHARGE N N2050		85.00
		TAX		11.05
04/22/12	410209001812	ROOM CHARGE N N2050		85.00
		TAX		11.05
04/23/12	410219001590	ROOM CHARGE N N2050		85.00
		TAX		11.05
04/24/12	410229001546	ROOM CHARGE N N2050		85.00
		TAX		11.05
04/25/12	410239001303	ROOM CHARGE N N2050		85.00
		TAX		11.05
04/26/12	410246288518	HOTEL VISA		480.25-
		**********2411		
		TOTAL		.00

< www.PeppermillReno.com >

PEPPERMILL
RENO

ROBERT QUICK PAGE 1

WG/RM N -N2051 PO BOX 1625
ARRIVAL 04/21/2012
DEPART 04/26/2012 BATTLE MOUNTAIN NV 898201625

AAJA412

DATE	REFERENCE	DESCRIPTION	SPLIT	AMOUNT
04/21/12	410199001782	ROOM CHARGE N N2051		85.00
		TAX		11.05
04/22/12	410209001813	ROOM CHARGE N N2051		85.00
		TAX		11.05
04/23/12	410219001591	ROOM CHARGE N N2051		85.00
		TAX		11.05
04/24/12	410229001547	ROOM CHARGE N N2051		85.00
		TAX		11.05
04/25/12	410239001304	ROOM CHARGE N N2051		85.00
		TAX		11.05
04/26/12	410246288508	HOTEL VISA		480.25-
		**********2411		
		TOTAL		.00

< www.PeppermillReno.com >

001-012-53940

TRAINING EQUIPMENT

Trainers WAREHOUSE * innovative, playful tools to enliven learners

Thank you for ordering from Trainers Warehouse.
Your web confirmation number is 11045512. When your order is shipped, it will be assigned a different invoice number.

Billing Address	**Shipping Address**
Robert Quick Lander County Sheriffs Office PO Box 1625 Battle Mountain, NV 89820 United States rquick@landerso.org	Robert Quick Lander County Sheriffs Office 2 State Route 305 Battle Mountain, NV 89820 United States rquick@landerso.org

Qty	Description	Total
1	Who's First? ® Wireless Buzzer System (6 player) w/ Light Tower **Item:** WHOR6W **Price:** $299.00	$299.00

Subtotal:	**$299.00**
(National,State and Local taxes) **Tax:**	**$0.00**
(UPS - GROUND SERVICE) **Shipping:**	**$17.55**
TOTAL:	**$316.55**

paid by credit card

Want to Check your Order Status and Track Your Package?

Trainers Warehouse
89 Washington Ave. Suite K
Natick, MA 01760
800-299-3770

If you are a registered customer, you can track your package on-line. Up-to-date information on your order status is available as well as your carrier tracking number. Just click on "Log In" in the top navigation bar, enter your email address and password, then click on the link for "Order Status." Tracking information will appear the day *after* you placed your order and will be updated daily.

013-55560

More saving.
More doing.℠

2955 MOUNTAIN CITY HWY
STORE MGR: MIKE MUHLESTEIN 775-738-0455

3320 00002 92235 05/04/12 06:41 PM
CASHIER LOUISE - LAK5093

081099000058	JNT COMPOUND <A>	5.15
1 GAL ALL PURPOSE JOINT COMPOUND		
051144994380	SND SCRN 120 <A>	11.48
10PK DRYWALL SANDING SCREEN 120 GRIT		

SUBTOTAL	16.63
SALES TAX	0.00
TAX EXEMPT	
TOTAL	$16.63
XXXXXXXXXXXX2411 VISA	16.63
AUTH CODE 06193G/5026133	TA
P.O.#/JOB NAME: AUSTIN	

3320 02 92235 05/04/2012 1623

✓

C01 013 53700

Robert Quick

From: ServSafe - National Restaurant Association <ServiceCenter@restaurant.org>
Sent: Wednesday, May 09, 2012 1:15 PM
To: rquick@landerso.org
Subject: National Restaurant Association Order Confirmation Number 1511075

Dear Robert Quick,

Thank you for your order, we greatly appreciate your business. Your confirmation number 1511075. Please reference this number when making inquiries.

Code	Description	Qty	Price	Amount
SSECT5	ServSafe Food Handler Online Course and Assessment BUNDLE	3	$15.00	$45.00
			Sub Total	$45.00
			Shipping/Handling	$0.00
			Sales Tax	$0.00
			Grand Total	$45.00

Payment method: Credit Card

Bill to:
Robert Quick
2 State Route 305
Battle Mountain, NV 89820 UNITED STATES

Shipping Method: Unknown

Ship to:
Robert Quick
2 State Route 305
Battle Mountain, NV 89820 UNITED STATES

You will receive an email notification to inform you when your order ships.

If you need any assistance or have any questions, visit Customer Assistance on **ServSafe.com**. Please see below for the National Restaurant Association contact information and business hours.

Service Center
National Restaurant Association
175 West Jackson Boulevard, Suite 1500
Chicago, Illinois 60604-2814
Business hours: 8:00 a.m. to 6:30 p.m. CST
Phone: (800) 765-2122 ext. 6703
In Chicagoland (312) 715-1010 ext. 6703
Email: ServiceCenter@restaurant.org

001-013-53920

The Professional's Source
866.809.7235 / 212.560.3259

INVOICE

420 Ninth Avenue, New York, NY 10001
www.bhphotovideo.com
866.809.7235
212.560.3259

Please print and save a copy for reference.
Print Page

Date	Shipping Method	Status	Order Number
05/16/2012	UPS Ground	NEW ORDER	1020504513

Ship To

Robert Quick
Lander County Sheriff's Office
2 State Route 305

Battle Mountain
NV 89820
USA
775 - 635 - 1100 230

Bill To

Robert Quick
Lander County Sheriff's Office
PO Box 1625

Battle Mountain
NV 89820-1625
USA
775 - 635 - 1100 230

Payment

[redacted]
Card Type: Visa Card
Card No.: xxxxxxxxxxxx-2411
Amount Charged: $ 1,201.70

	Qty	Price	Total
Olympus OLME52W ME-52W Noise Cancellation Microphone	15	$12.95	$194.25
Olympus OLWS802G WS-802 Digital Voice Recorder	10	$99.00	$990.00
		Sub Total	$1,184.25
		Shipping	$17.45
		Sales Tax	$0.00
		Total	**$1,201.70**

Note: Signature may be required upon delivery.

Orders consisting of two or more types of items may be shipped from multiple locations.

All orders are subject to approval by our verification dept. We will notify you by phone or email should your order be delayed.

Please print and save a copy of your invoice before leaving this page.
Print Page

On the go?
SMS Order Tracking! Now use your mobile phone to check order status. Click Here

Estimated Delivery Date: Wednesday May 23, 2012.

Thank you for your order.

Home

420 Ninth Avenue, New York, NY 10001 • Fax: 212.239.7770

PHOTO 1-212 444-6600 1-800 947-9950
DIGITAL PHOTO 1-212 444-6700 1-800 947-9978
VIDEO 1-212 444-5000 1-800 947-9910
PRO AUDIO 1-212 444-5070 1-800 947-1183

To Inquire About Your Order *Tel:* 212.239.7765 - 800.221.5743 • *Fax:* 212.502.9426 - 866.527.7375

B&H PHOTO - VIDEO - PRO AUDIO

The Professional's Source

www.BandH.com

Order No.: 388065310
Reference No.: 1020504513

Sold To: **ROBERT QUICK**
LANDER COUNTY SHERIFF'S OFFICE
PO BOX 1625
BATTLE MOUNTAIN, NV 89820

Ship To: **ROBERT QUICK**
LANDER COUNTY SHERIFF'S OFFICE
2 STATE ROUTE 305
BATTLE MOUNTAIN, NV 89820

Bill Phone: **(775)635-1100 Ext: 000230**
Work Phone: **(775)635-1100 Ext: 000230**

Ship Phone: **(775)635-1100 Ext: 230**

Invoice Date	Customer Code	Terms	Order Date	Purchase Order Number	Salesperson	Ship Via
05/16/12	57069865		05/16/12		WB	UPS GROUND

Qty Ord	Qty Ship	Qty Bko	Item Description	SKU#	Item Price	Amount
15	15		OLYMPUS ME-52W NOISE CANCELLATION MICROPHON Salesperson Code: WB	OLME52W	12.95	194.25
10	10		OLYMPUS WS-802 DIGI VOICE RECORDER W/BATT (Salesperson Code: WB SERIAL #: 100111615 100111551 100111544 100111614 100110986 100110985 100110982 100110983 100110981 100111616 *PLEASE NOTE:* ---------- *********B&H HOLIDAY SCHEDULE********* *B&H Will be CLOSED on Sunday May 27th & Monday May 28th* *We will REOPEN on Tuesday, May 29th at 9:00am*	OLWS802G	99.00	990.00

Payment Type	Card/Check Number	Amount
VISA CARD	**********2411	1,201.70

Sub-Total:	$1,184.25
Shipping & Handling:	$17.45
Total Order:	$1,201.70
Total Payment:	$1,201.70
Balance:	$.00

BNH_invoice-SHIP

Customer Copy

From: "Robert Quick" <rquick@landerso.org>
Subject: FW: Confirmation of Your Order #1020504513
Date: Thu, May 17, 2012 2:24 pm
To: "'Elizabeth Eason'" <eeason@landerso.org>,"'Kathy Ancho'" <kancho@landerso.org>

Robert W. Quick

Undersheriff, TAC

Lander County Sheriff's Office

Physical: 2 State Route 305

Mailing: Post Office Box 1625

Battle Mountain, Nevada 89820

(775) 635-1100

(775) 635-8196 (fax)

From: ord-status@bhphotovideo.com [/sqmail/src/compose.php?send_to=ord-status@bhphotovideo.com]
Sent: Wednesday, May 16, 2012 5:25 AM
To: rquick@landerso.org
Subject: Confirmation of Your Order #1020504513

if you cannot read this email **Click here to view on the web**

The Professional's Source
www.bhphotovideo.com

420 Ninth Avenue
New York, NY 10001
800-606-6969
212-444-6615

Order Confirmation

Please print and save a copy for reference

Please review the information below and verify

PLEASE NOTE Since in most instances we begin processing your order shortly after you submit it on our website. If any changes are necessary you must contact us by phone only, at 800-221-5743 or 212-239-7765

Date	Shipping Method	Status	Order Number
05/16/2012	UPS Ground	NEW	1020504513

Ship To
Robert Quick
Lander County Sheriff's Office 2 State Route 305
Battle Mountain, NV 89820
USA
(775) - 635 - 1100

Bill To
Robert Quick
Lander County Sheriff's Office PO Box 1625
Battle Mountain, NV 89820-1625
USA
(775) - 635 - 1100

Payment
Card Type: Visa Card
Card Number: xxxxxxxxxxxx-2411
Amount Charged: $1,201.70

	Product	Qty.	Price	Total
	Olympus OLME52W ME-52W Noise Cancellation Microphone	15	$12.95	$194.25
	Olympus OLWS802G WS-802 Digital Voice Recorder	10	$99.00	$990.00

Orders consisting of two or more types of items may be shipped from multiple locations.

Sub Total:	$1,184.25
Shipping:	$17.45
Sales Tax:	$0.00
Total	**$1,201.70**

All orders are subject to approval by our verification dept.
We will notify you by phone or email should your order be delayed.

Estimated Delivery Date:
Wednesday May 23, 2012

Check your order Status Click here

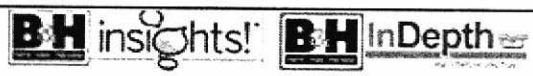
contact customer service Click Here

Note: Signature may be required upon delivery.

SMS Order Tracking
Use your mobile phone to check your order status Click Here

Our NYC SuperStore Hours of Operation
Sunday: 10:00am - 6:00pm
Monday thru Thursday: 9:00am - 7:00pm
Friday: 9:00am - 1:00pm EST / 2:00pm EDT
Saturday: Closed

Thank you for your order

Follow B&H on  Visit our blog 

Attachments:

untitled-[1]	
Size:	3.9 k
Type:	text/plain

Walmart

Save money. Live better.

(775) 625 - 3777
MANAGER JEREMIAH ZAPATA
3010 POTATO RD
WINNEMUCCA NV 89445

ST# 2617 OP# 00003682 TE# 05 TR# 07540

H720 BT	072375589382	48.96	O
H720 BT	072375589382	48.96	O
H720 BT	072375589382	48.96	O
H720 BT	072375589382	48.96	O
H720 BT	072375589382	48.96	O
BLUETOOTH	068007952290	17.96	O
BLUETOOTH	068007952290	17.96	O
	SUBTOTAL	280.72	
	TOTAL	280.72	
	VISA TEND	280.72	

ACCOUNT # **** **** **** 2411 S
APPROVAL # 06157G
REF # 214000268420
TRANS ID - 162140841247904
VALIDATION - F924
PAYMENT SERVICE - E
TERMINAL # 17007299

05/19/12 16:22:11

CHANGE DUE 0.00

ITEMS SOLD 7

TC# 0442 8233 5274 7002 7504 9

New! Place your order at Walmart.com
and pay with cash at your store.
05/19/12 16:22:11

CUSTOMER COPY

L.E.A. DATA TECHNOLOGIES

"Software developed by cops for cops" ™

Credit Card Receipt

Today's Date	**04.27.12**	**9:50 AM**
Invoice #	**12-2605-01**	
Agency Name	Lander County Sheriff's Office	
Name on Card	Ron Unger Called by Kathy Ancho	
Phone	775-365-1100	
Address		
Card #	XXXX-XXXX-XXXX-6082	
Expire Date	XX/XX	CID# XXX

Qty	Class	Description	Price	Amount
1	9.3.8	Training Database	$1,200.00	$1,200.00
3		Additional Licenses	$100.00 ea	$300.00
2		Additional Licenses	$100.00 ea	FREE
Authorization xxxxxx			**Sub Total**	$1,500.00
Reference # 0459		**Salesperson** zeb	**TAX**	**N/A**
			S/Handling	**$15.00**
CVV2 Match			**TOTAL**	$1,515.00

Notes:
Fax receipt to:
Email receipt to: kancho@landerso.org

12405 Cominger Drive, Oregon City OR 97045
Phone: (503) 650-5219 • Fax (503) 723-6711 • Toll Free 1-877-296-3282
www.leadattech.com • email: TeamLEA@aol.com

Pd by CC

REQUEST FOR PURCHASE
LANDER COUNTY SHERIFF'S OFFICE

BILLING ADDRESS
Lander County Sheriff's Office
Attn: Accounts Receivable
Post Office Box 1625
Battle Mountain, Nevada 89820

SHIPPING ADDRESS:
Lander County Sheriff's Office
2 State Route 305
Battle Mountain, Nevada 89820

Federal Tax ID #:
88-6000093
Telephone Numbers:
(775) 635-1100
FAX (775) 635-2577

LINE ITEM: 012-53560 **DATE:** April 18, 2012

REQUESTED VENDER: L.E.A. Data Technologies **P.O. #:** 2251

PHONE: 1-877-296-3282 **FAX#:** 1-503-723-6711 **Date Ordered:** 4-20-12

CONFIRMATION #: **CONTACT:** Zella Broomfield **ACCT #:**

PURCHASE: **Urgent:** ☐ **Non-Urgent:** ☒ **Budget Related:** ☐

ORDER #	QTY	ITEM	SIZE COLOR	PRICE EACH	TOTAL
	1	Data disc for tracking department training		$1,500.00	$1,500.00
				Sub Total	$1,500.00
				Freight and/or Shipping Costs	
				TOTAL COST	$1,500.00

faxed over
4/24/12
Robert please see me about this.
bag

REASON NEE
To better help t

Employee Signature

Supervisor's Signature LC

4/18/12
Date

Administrative Signature

☒ Approved ☐ Denied

04/19/2012
Date

10/15/2003

L.E.A. Data Technologies

"Software developed by cops for cops"™

12405 Cominger Dr, Oregon City OR 97045
Phone: 1-877-296-3282 • Fax: 1-503-723-6711 • email: TeamLEA@aol.com

Costs

Software	Cost
Training Database Includes: Network Version, Software License For Networked Single PC	**$1,200.00**

Extra License Agreements	Cost
Additional Licenses are Available for Additional PC- One Time Cost – Per PC	**$100.00**

Special Offer – Purchase the Program and get 5 Extra Licenses (Save $200.00)	**$1,500.00**

Technical Support	Cost
We are available Monday-Friday 9:00 AM- 5:00 PM Pacific time	**$0**

Help / Training	Cost
Microsoft Power Point Presentation CD provided that will give most users all of the training that will they need to add records and run reports. On screen Help available on every screen. What comes back to the screen when the Help button is pushed pertains to Just That Screen. We are available Monday-Friday 9:00 AM- 5:00 PM Pacific time to help in any way we can.	**$0**

Upgrades	Cost
When upgrades are available, we will notify you of the upgrade and its cost. The Cost will vary based on the extent of the upgrade. In most cases the upgrade will be either Free or less than $200.00.	**$0**

How Can We Do This?

This software was "Designed and developed by cops for cops" ™

With the exception of two programmers, everyone who works at ***L.E.A. Data Technologies*** is either a Cop, Retired Cop, Married to a Cop, Related to a Cop or Works at a local Police Department. This company has a goal to provide *State Of The Art, Quality, Tested and Proven* Software to help make the people in Law Enforcement's jobs easier.

We sell Great Software and offer Great Customer Service at a "Reasonable Cost". Working with us "**Does Not**" include High Pressure Sales people who sell you a product, then attempt to extort Technical Support, Licensing Fees and Upgrades fees from you annually.

We are just here to Help!

LEA Data Technologies

Software developed by Cops for Cops ™

Fax

TO: Lander CO Sheriff's Office
ATTN: Becky Johnson
FAX: 775-635-2577

3 ~~2~~ Pages including cover

DATE: April 24, 2012
REF#: 12-2605-01
FROM: Zella Broomfield
FAX: 503-723-6711
RE: Becky,
Here is the Invoice reflecting the PO#2251. I did add Shipping Charges of $15.00. Will you give me a call when you get this, regarding the time clock on the trial? Thank you.

Zella Broomfield

Select the Best for Hi-Tech!
The Team that works hard to make your job easier

L.E.A. Data Technologies
12405 Cominger Drive
Oregon City, OR 97045
Phone 503-650-5219 Fax 503-723-6711
Toll Free 1-877-296-3282

L.E.A. DATA TECHNOLOGIES "Software Developed by Cops for Cops"™

12405 Cominger Drive
Oregon City, Oregon 97045

Tax ID # 93-1387369

Phone 503-650-5219 / 1-877-296-3282
Fax 503-723-6711
Email: TeamLEA@aol.com
www.leadatatech.com

Invoice

Invoice #: 12-2605-01
Invoice Date: April 24, 2012
ATTN: Becky Johnson

Bill To:

Lander County Sheriff's Office
Accounts Receivable
PO Box 1625
Battle Mountain NV 89820
Phone: 775-635-1100
FAX: 775-635-2577

Ship To:

Lander County Sheriff's Office
#2 State Route 305
Battle Mountain NV 89820
ATTN: Becky Johnson
PHONE: 775-635-1100
FAX: 775-635-2577

Date Mailed	Your P.O. #	Sales Rep.	Ship Via	Terms
03.20.12	#2251	Zella	In Your Possession	Net 30 days

NOTE: All programs are net-workable. The price below includes a network version of each program and includes a license for one PC. All other associated versions of the programs require its own license for each PC it is installed on.

Quantity	Version #	Unit Price	Program Description	Extended	Discount	Savings	Net Price
1		$1,200.00	Training Database	$1,200.00	0%	$0.00	$1,200.00
*Each Application of any Version or Optional Version Requires a User License.							
3		$100.00	Additional Licenses	$300.00	0%	$0.00	$300.00
2		$100.00	Additional Licenses	$200.00	100%	$200.00	FREE
			Subtotals	$1,700.00		$200.00	$1,500.00
						Tax	N/A
						Shipping	$15.00
						Balance Due	$1,515.00

Please remit payment to the above address ~ Thank you for your business!

NOTE: Pass code will be given upon receipt of payment.

Select the Best for Hi-Tech!
The Team that works hard to make your job easier

VISA

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
L.E.A. Data Technologies

Business name/disregarded entity name, if different from above
L.E.A. Data Technologies

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
12405 S Cominger St

Requester's name and address (optional)

City, state, and ZIP code
Oregon City OR 97045

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
9 3 - 1 3 0 7 9 6 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Kim Bromfield Date ▶ 4.24.12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

REQUEST FOR PURCHASE
LANDER COUNTY SHERIFF'S OFFICE

BILLING ADDRESS
Lander County Sheriff's Office
Attn: Accounts Receivable
Post Office Box 1625
Battle Mountain, Nevada 89820

SHIPPING ADDRESS:
Lander County Sheriff's Office
2 State Route 305
Battle Mountain, Nevada 89820

Federal Tax ID #:
88-6000093
Telephone Numbers:
(775) 635-1100
FAX (775) 635-2577

LINE ITEM: ~~TRI-DENT~~ 012-53920 (R) **DATE:** May 10, 2012

REQUESTED VENDER: CopQuest **P.O. #:** 2275

PHONE: 1-800-728-0974 **FAX#:** 805-388-0771 **Date Ordered:** 5-21-12

CONFIRMATION #: _____ **CONTACT:** Sandy DeRaad **ACCT #:** _____

PURCHASE: **Urgent:** ☐ **Non-Urgent:** ☐ **Budget Related:** ☐

ORDER #	QTY	ITEM	SIZE COLOR	PRICE EACH	TOTAL
66-2063-000	1	4"X 2" Brown/ Gold Lettering patch	Brn/Gld	$4.80	$4.80
66-2042-00	1	11"X 4" Brown / Glod Lettering patch	Brn/ Gld	$9.66	$9.66
				Sub Total	$14.46
				Freight and/or Shipping Costs	$6.95
				TOTAL COST	$21.41

REASON NEEDED: (Must be completed)
Sheriff Identification patch for Tatical Vest

Prepaid on Visa

Employee Signature

Supervisor's Signature

Date

Administrative Signature

☑ Approved ☐ Denied

05/18/2012
Date

10/15/2003

CopQuest Quotation 120508-274435

Date: 05-08-2012 14:28

Ship To:
John Rochester

Order Detail:
Line 1. Qty: 1 - Description: 66-2063-000 - [CQ-5727H] SHERIFF Chest Patch - 4
x 2 <R03>~Gold Lettering: Brown Backing w/Hook Fabric - Each: 4.80 - Line
Total: 4.80
Line 2. Qty: 1 - Description: 66-2042-000 - [CQ-5262H] SHERIFF Back Patch -
X-Large 11 x 4 <R03>~Drk Gold Lettering: Brown Backing / Drk Gold Edge w/Hook -
Each: 9.66 - Line Total: 9.66

Item Sub Total: 14.46
Promotion: 0.00
Order Sub Total: 14.46
Sales Tax: 0.00
Shipping: 6.95
Order Total: 21.41

Following is a status summary of your CopQuest.com order.
Order number: 120508-274435

05-08-2012 14:27 - Quotation box set.
05-08-2012 14:28 - Telephone order initiated.

Following is the content of your order:
Line 1. Qty: 1 - Description: 66-2063-000 - [CQ-5727H] SHERIFF Chest Patch - 4 x 2
Comment: Item is in stock for immediate shipment.

Line 2. Qty: 1 - Description: 66-2042-000 - [CQ-5262H] SHERIFF Back Patch - X-Large
11 x 4
Comment: Item is in stock for immediate shipment.

Your order is available for immediate shipment and will ship

complete.

Thank you for using CopQuest.com. Your business is greatly appreciated.

-Sandy DeRaad
www.CopQuest.com
Quality Public Safety Products

Delete & Prev | Delete & Next

Move to: INBOX Move

CopQuest.com OKLI

CUSTOMER INVOICE
274435

CopQuest, Inc.
365 Camino Carillo, Ste A · Camarillo, CA 93012
Tel: (805) 388-0707 · Fax: (805) 388-0771
www.CopQuest.com · e-mail: orders@copquest.com

Invoice Number: C12288477
Order Number: 120508-274435
Date: 05-21-12 14:17

SOLD TO:

Ron Unger
Landers County Sheriff
PO Box 1625
Battle Mountain, NV 89820

Tel: (775) 635-1100
E-mail: jrochester@landerso.org

SHIP TO:

John Rochester
Landers County Sheriff
Po Box 1625
Battle Mountain, NV 89820

Tel: (775) 635-1100
E-mail: jrochester@landerso.org

Ord.	Ship	Part No.	Product Description	Each	Total
1	1	66-2063-000	SHERIFF Chest Patch - 4 x 2 ~Gold Lettering: Brown Backing w/Hook Fabric	4.80	4.80
1	1	66-2042-000	SHERIFF Back Patch - X-Large 11 x 4 ~Drk Gold Lettering: Brown Backing / Drk Gold	9.66	9.66

Thank you for your order.
We appreciate your business!
www.CopQuest.com

Item Sub Total:	14.46
No Sales Tax:	0.00
Shipping - US Mail:	6.95
Order Grand Total:	$ 21.41
Payment:	21.41
Balance Due:	$ 0.00

Order Number 120508-274435
Payment made by Visa No. ##########6082
Special Instructions: (None)

Items in Parcel: 2 | Weight: 0.6 lbs. | Status: Full Order
Printed: 05-21-12 14:17 - Dana Orosco

You Saved $3.61 or 20% off Retail

ROGENE HILL
Lander County Finance Director

ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION	DATE
Alan Bullock Chairman	6/14/12
Steven Stemmer Commissioner	6/14/12
David R. Mason Commissioner	6/14/12
Kay A. Mullin Commissioner	6-14-12
Commissioner	

LANDER COUNTY COMMISSION MEETING

June 14, 2012

APPROVE / DISAPPROVE
SUBMITTED EXPENDITURES IN THE AMOUNT OF $ 473,630.09
From Check #40777 thru #40920

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

COUNTY OF LANDER

ERIN MCMURTREY

DATE	INVOICE	AMOUNT	REMARKS
06/01/12	MILEAGE 600X.555	333.00	5/17/12/CONTRACT/ASSESSOR
06/01/12	PER DIEM/MEALSX5	209.00	5/17/12/CONTRACT/ASSESSOR
06/01/12	WAGE	895.50	5/17/12/CONTRACT/ASSESSOR

CHECK NO 40765 $1,437.50 **

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 040765

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

ERIN MCMURTREY

DATE	CHECK NO.	AMOUNT
06/06/12 **VOID**	40765 **VOID**	$1,437.50 **VOID**

VOID*****1,437DOLLARS AND50CENTS***

ERIN MCMURTREY
P.O. BOX 322

NOTUS ID 83656

VOID

NON-NEGOTIABLE

I certify that the foregoing is (or attached claims are) correct and just; that same were necessarily contracted for county purposed; that same is now provided for by law and in pursuance to court order.

Signed: _____
(Title) District Judge/Clerk of the Court

Rejected: _____

Laid Over: _____

Date Approved: _____

Board of County Commissioners

Chairman: _____

RECEIVED
MAY 29 2012
L.C. FINANCE

BANK CARD SERVICES

COUNTY OF LANDER
LC SHERIFF ACCOUNT

DATE	INVOICE	AMOUNT	REMARKS
06/06/12	B&H	1,201.70	5/16/12/MICRO/RECORDER/SO
06/06/12	BNK CARD	29.20	5/24/12/FEES/SO
06/06/12	COPQUEST	21.41	5/21/12/PATCH/SO
06/06/12	HOME DEPOT	16.63	5/4/12/MAINTMATERIAL/SO
06/06/12	LEA DATA	1,515.00	4/30/12/TRAININGADM/SO
06/06/12	PEPERMILL	960.50	4/21/12/TRNGHOTEL/SO
06/06/12	SERVSAFE	45.00	5/9/12/KITTRNGSUPP/SO
06/06/12	TRAINERS	316.55	5/4/12/TRVLTRNG/SO
06/06/12	WALMART	280.72	5/19/12/BLUETOOTHS/SO

CHECK NO 40751 $4,386.71 **

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 040751

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

BANK CARD SERVICES

DATE	CHECK NO.	AMOUNT
06/06/12 **VOID**	40751 **VOID**	$4,386.71 **VOID**

VOID*****4,386DOLLARS AND71CENTS***

BANK CARD SERVICES
P.O. BOX 15796

WILMINGTON DE 19886-5796

LC SHERIFF ACCOUNT

VOID

NON-NEGOTIABLE

LEPC	Description	Vender	Date		
050-59355	Equipment				
050-59354	Admin.				
County's Portion				**$4,386.71**	
Credits	**Description**	**Check#**	**Date Mailed**		
Inmate Welfare	Netflix.com	2340	5-Jun	$17.13	
Inmate Welfare					
Statement Balance				**$4,403.84**	

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

Authorized Signature

COUNTY COMMISSION APPROVAL

Difference in the statement because Vender has not cashed last Netflix check *

David R Mason
Ray H. Mullins

COUNTY OF LANDER

SIERRA NEUROSURGERY GROUP

JOSEPH R. WALKER ET AL

DATE	INVOICE	AMOUNT	REMARKS
06/01/12	100433837/	200.00	4/4/12/HOPPER/SO
06/01/12	100433854/	16,661.00	4/4/12/HOPPER/SO
06/01/12	100433856	3,166.00	4/4/12/HOPPER/SO

CHECK NO 40772 $20,027.00 **

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 040772

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

SIERRA NEUROSURGERY GROUP

DATE	CHECK NO.	AMOUNT
06/06/12 **VOID**	40772 **VOID**	$20,027.00 **VOID**

VOID****20,027DOLLARS AND00CENTS***

SIERRA NEUROSURGERY GROUP
5590 KIETZKE LANE

RENO NV 89511

JOSEPH R. WALKER ET AL

VOID

NON-NEGOTIABLE

TOTAL **$20,027.00**

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

Authorized Signature

05/18/2012
Date

COUNTY COMMISSION APPROVAL

Chairman

MAY 22 2012

For Comptroller Use Only

B M POSTMASTER

COUNTY OF LANDER
810 SUNSET DR

DATE	INVOICE	AMOUNT	REMARKS
06/01/12	BOX 187	110.00	6/1/12/ BX RENT /DA

CHECK NO 40750 $110.00 **

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 040750

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

B M POSTMASTER

DATE	CHECK NO.	AMOUNT
06/06/12 **VOID**	40750 **VOID**	$110.00 **VOID**

VOID*******110DOLLARS AND00CENTS***

B M POSTMASTER
810 SUNSET DRIVE

810 SUNSET DR

BATTLE MOUNTAIN NV 89820

VOID

NON-NEGOTIABLE

Authorized Signature

6/1/12
Date

Dean Bullock
Steve Stumbo
David R Mason
Guy H. Mullins

RECEIVED
JUN 04 2012
For Comptroller Use Only

PLEASE RETURN CHECK TO DA'S OFFICE

COUNTY OF LANDER

NV ENERGY

DATE	INVOICE	AMOUNT	REMARKS
05/23/12	PROJ/3000174416	3,000.00	5/14/12 LC RACE DIA/9377
05/23/12	PROJ3000174118	3,000.00	5/14/12/LC RACE/DIA/9370

CHECK NO 40715 $6,000.00 **

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 040715

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

NV ENERGY

DATE	CHECK NO.	AMOUNT
05/24/12 **VOID**	40715 **VOID**	$6,000.00 **VOID**

VOID******6,000DOLLARS AND00CENTS***

NV ENERGY
P.O. BOX 10100
MAIL CODE: R77CSE
RENO NV 89520

VOID

NON-NEGOTIABLE

signed contract and payment.

6. This payment is related to the design phase of your project.
7. NV Energy must receive the signed DIA contract and payment before your project will be assigned to a project coordinator.

Contact your project coordinator at 775/834-2500 with any questions or concerns. Thank you!

This statement is provided for informational purposes only.

Dean Bulbeck
Stu Shand
David R Mason
Ray H. Williams

COUNTY OF LANDER

LOCKIE & MACFARLAN, INC

DATE	INVOICE	AMOUNT	REMARKS
05/23/12	CV10121	1,730.00	5/15/12/HBUTLER/ATTNYFEE
05/23/12	JV1165	460.00	5/10/12/MGRIMES/ATTNYFEE

CHECK NO 40714 $2,190.00 **

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 040714

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

LOCKIE & MACFARLAN, INC

DATE	CHECK NO.	AMOUNT
05/24/12 **VOID**	40714 **VOID**	$2,190.00 **VOID**

VOID*****2,190DOLLARS AND00CENTS***

LOCKIE & MACFARLAN, INC
919 IDAHO STREET

ELKO NV 89801

VOID

NON-NEGOTIABLE

Signed: _____
(Title) District Judge/Clerk of the Court

Rejected: _____

Laid Over: _____

Date approved: _____
Board of County Commissioners

Dean Bullock
Steve Stevens
David R Mason
Ray H. Mullins

Commissioners' Report

June 14, 2012

CORRESPONDENCE **June 14, 2012**

1. Kenneth R. Brown, Western Counties Alliance, to Lander County Commissioners, e-mail regarding article entitled "*Utah Deserves Title to Thousands of Roads*" published in the Salt Lake Tribune on May 12, 2012.

2. Kenneth R. Brown, Western Counties Alliance, to Lander County Commissioners, e-mail concerning updated information regarding EAJA from Western Legacy Alliance.

3. US Department of Agriculture, Forest Service, Austin/Tonopah Ranger Districts, Notice of Proposed Action and Opportunity to Comment, Antelope Vegetative Treatment Project.

4. Jeffrey Fontaine, Nevada Association of Counties (NACO), to Dean Bullock, Lander County Commission Chairman, letter expressing appreciation for the prompt payment of Lander County's membership dues and for the Board's continued support and participation in NACO.

5. Kevin E. Sullivan, Nevada Division of Environmental Protection, to Misty Wessel-Darr/Debra Jill Phillips, Estate of Martin T. Wessel, letter regarding 3rd Quarter 2011 Monitoring Report, Former Ted's Chevron Facility, 474 W. Front Street, Battle Mountain, NV, Facility ID Number: 5-000104; Petroleum Fund ID: 1999000052.

6. Kevin E. Sullivan, Nevada Division of Environmental Protection, to Misty Wessel-Darr/Debra Jill Phillips, Estate of Martin T. Wessel, letter regarding 4th Quarter 2011 Monitoring Report, Former Ted's Chevron Facility, 474 W. Front Street, Battle Mountain, NV, Facility ID Number: 5-000104; Petroleum Fund ID: 1999000052.

7. Kevin E. Sullivan, Nevada Division of Environmental Protection, to Misty Wessell-Darr/Debra Jill Phillips, Estate of Martin T. Wessel, letter regarding 1st Quarter 2012 Monitoring Report, Former Ted's Chevron Facility, 474 W. Front Street, Battle Mountain, NV, Facility ID Number: 5-000104; Petroleum Fund ID: 1999000052.

8. Gerald Dixon, Bureau of Land Management, to Reader, letter regarding Draft Environmental Impact Statement (DEIS) for Rodeo Creek Gold Inc.'s proposed Hollister Underground Mine Project.

9. Patti Bute, Bureau of Land Management, to Lander County Commissioners, letter of update regarding BLM Ely District's ongoing projects and activities.

10. Kevin E. Sullivan, Nevada Division of Environmental Protection, to Amanda Appelt, Western Energetix, letter regarding 1st Quarter 2012 Groundwater Monitoring Report, Western Energetix Bulk Plant, 125 N. Mountain Street, Battle Mountain, NV, NDEP ID#5-000289, Petroleum Fund #2009000020.

11. Christopher J. Cook, Bureau of Land Management, to Interested Public, letter regarding BLM's plans to complete an Environmental Assessment (EA) to analyze the impacts of conducting a wild horse gather within the Diamond Complex.

12. Steve Fischenich, Nevada Division of Environmental Protection, to Chris Benna, GE Transport, letter regarding Request for Release/Spill Information, GE Transport, Release of Diesel Fuel on Highway 50, two miles east of Austin Summit, Facility ID pending, Spill Report No. 12603-01.

Correspondence #1
6/14/2012

Donna Bohall <dbohall@landercountynv.org>

Fw: RS 2477 article

1 message

Kenneth R. Brown <krbrownwca@allwest.net> Tue, May 22, 2012 at 4:26 PM
To: Undisclosed Recipients <krbrownwca@allwest.net>

The attached article was printed recently in the Salt Lake Tribune. The State of Utah coupled with counties is endeavoring to protect RS 2477 roads. WCA fully supports this superb effort.

Ken

Utah Deserves Title to Thousands of Roads.docx
16K

RECEIVED
MAY 22 2012
COUNTY COMMISSION

The following article was published in the Salt Lake Tribune on May 12, 2012
by John E. Swallow and Anthony I. Rampton.

Utah Deserves Title to Thousands of Roads

Over the past two weeks, the Utah Attorney General's Office has, on behalf of the State of Utah and respective counties, filed 21 lawsuits seeking quiet title to thousands of Utah roads. Unfortunately, there appears to be public confusion and misinformation as to the basis, nature and purpose of these lawsuits. When the nation was in the throes of Western settlement and expansion, Congress permitted and encouraged the creation of roads across the vast public lands. Contained within the Mining Act of 1866, Congress passed R.S. 2477, a law recognizing and validating these "highways" that had been, or would be, created to facilitate settlement of the West. At the time, "highway" was a broad term that included any road created by either construction or use and open to the public.

R.S. 2477 operated for 110 years, during which time Utah residents carved out of our rugged landscape thousands of roads in their farming, ranching, hunting, mining and general living activities. These are not "roads to nowhere." One need only to speak with the people in these smaller communities to learn of the continuing meaning and importance of these roads in their lives and to their communities.

In 1976, Congress terminated this long-standing grant and repealed R.S. 2477. However, Congress also officially recognized R.S. 2477 roads then in existence. Since 1976, the state has attempted on many occasions to resolve the question of which Utah roads were then in existence. These efforts have come to no avail. Presently, it is the position of the federal government that, to prove the pre-1976 existence of an R.S. 2477 road, a judicial determination is required. Accordingly, the state has filed 21 lawsuits to prove the pre-1976 existence and, therefore, state title to the roads. It should be noted that courts have held that an R.S. 2477 road may be established by either the construction or maintenance of a road using public funds, or by the continuous public use of a road for a decade. "Continuous use" has been held to mean that the road was used whenever the public found the use convenient or necessary.

Using judicially recognized standards, the state has identified the number of claimed R.S. 2477 roads at approximately 12,000. The process of road review has included examination of historical aerial photographs, historical topographic maps, historical road maps, maintenance records, site visits, and the interviews of hundreds of witnesses. This process continues.

Road characteristics vary widely, from paved to two-track, but they are all indeed roads with evidence of historical, continuous use. Wilderness was not a factor considered in making road inclusion determinations. The vast majority of these roads were in continuous public use and, therefore, in state ownership, long before the 1964 passage of the Wilderness Act.

Now is the time to resolve these longstanding issues. The federal government has given the state no choice but to enlist the assistance of the court. Further delay will result in the loss or deterioration of evidence, most significantly the death or disability of the witnesses.

It is neither the intent nor object of these lawsuits to create or destroy anything. Rather, their sole purpose is to prove up congressionally granted title to these roads and, thereby, preserve and protect these historical roads for the continued use and enjoyment of all. Utah's and its smaller communities' economies are dependent upon the continuing use of these roads and we cannot afford to just walk away.

Correspondence #2
6/14/2012

LANDER COUNTY

Donna Bohall <dbohall@landercountynv.org>

Fw: Important press release

1 message

Kenneth R. Brown <krbrownwca@allwest.net> Tue, May 22, 2012 at 12:21 PM
To: Undisclosed Recipients <krbrownwca@allwest.net>

Updated information regarding EAJA from Western Legacy Alliance for your review.

Kenneth R. Brown
Western Counties Alliance
krbrownwca@allwest.net
Phone (307) 679-3658
Fax (435) 793-5555

----- Original Message -----
From: Jennifer Ellis
Sent: Wednesday, May 02, 2012 7:48 PM
Subject: Important press release

Good Evening Everyone-
This release comes as a result of not only the year and a half long GAO study regarding EAJA payments to enviros, but a Notre Dame law review article was finally published as well. We believe we are truly building a case that cannot be ignored by either House of Congress. Please forward this to your contacts, media and otherwise.
Thanks and have a good one.....
Jenn

Jennifer Ellis
Blackfoot, Idaho
208-681-6004
Western Legacy Alliance
www.westernlegacyalliance.org
okbarranches@hotmail.com

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MAY 22 2012
COUNTY COMMISSION

PR Two Studies on Litigation Dollars 2 May 2012.pdf
91K

Two Studies Show Environmental Lawsuits Paid For By Program For Seniors, Veterans, and Small Business -
Government Not Accounting for Costs

May 2, 2012

Lowell E. Baier
President Emeritus - Boone and Crockett Club
4909 Cordell Avenue
Bethesda, MD 20814
301-718-1800 - LEBaier@lawbaier.com

Jennifer Ellis
Chairman - Western Legacy Alliance
208-681-6004
westernlegacyalliance@gmail.com
www.westernlegacyalliance.org

Studies released independently by Notre Dame Law School and the Government Accountability Office show that environmental groups pad their claims for reimbursed legal fees using a social program entitled the Equal Access to Justice Act, and the U.S. is not keeping track of expenditures.

A Notre Dame law review article shows that a 1980 law intended for seniors, veterans, and small businesses is utilized by environmental groups to get pay-backs for their lawsuits as well. A GAO study shows that no one really knows how much money has been spent, but the amounts are at least several million dollars a year.

"This study made me a strong supporter of the Equal Access to Justice Act for its intended beneficiaries," said Lowell E. Baier, the author of the law review article and President Emeritus of the Boone and Crockett Club. "This law is for seniors, veterans, and small businesses that have trouble getting their legal fees reimbursed, yet many environmental lawsuits are reimbursed without ever showing a violation of environmental law. Environmental law is clear about which lawsuits should be repaid under environmental statutes; we should stick to that clear direction and follow the intent of Congress."

"Litigation has become a routine step in environmental policy because much of it is about lobbying against decisions and forcing do-overs," said Jennifer Ellis, President of the Western Legacy Alliance. "It's not that so many environmental policies are wrong, it's that people disagree over them. Businesses protect themselves – especially against those who admit they want to destroy us – and activists try to get their way instead. Whoever files that kind of lawsuit should pay their own way."

Western Legacy Alliance and Boone and Crockett lead a coalition of over 100 groups that together both support H.R. 1996, the Government Litigation Savings Act, which will reform the 1980 Equal Access to Justice Act.

The bill improves legal fee reimbursements to seniors, veterans, and small businesses, enforces attorney fee reimbursement under environmental law, and requires full accounting of payments authorized by the Equal Access to Justice Act.

The GAO report confirms the obvious need to resume accounting, which stopped in 1995.

- GAO asked 75 bureaus and agencies at USDA and the Department of Interior for records on payments, but only 10 of these 75 could provide data on cases and attorney fee reimbursements. Even the records provided were incomplete and unreliable, based on manual calculations from older files, and the memory of career employees. Moreover, some records may overlap, so GAO is not even certain of their totals.
- Even these sparse records show that millions of dollars are going out the door. GAO identified $4.4 million per year of EAJA payments to environmental groups during the period of 2000-2010 from suits against the 10 units of USDA and DOI that had any records at all.
- GAO's minimum numbers do not add up to totals available from public court records and tax returns over the same period. Public federal court records from just 13 federal courts revealed $5.2 million in legal fees per year, compared to GAO's estimate of $4.4 million, as tabulated by legal staff for the Western Legacy Alliance. A broader analysis including additional federal court records and public tax returns from just 20 environmental organizations showed $9.1 million reimbursed during FY2010 alone, as demonstrated by attorneys for the Boone and Crockett Club.

"Clearly, the more you look the more money you find," said Baier.

Ellis said, "There are two problems here: getting the money to the right people for the right reasons, and keeping track of the money."

The House-Senate request for this GAO report is the 10th Congressional directive or proposal introduced since 2010 on EAJA payments. Some of these measures address only accounting for funds HR 1996 as reported from the House Judiciary Committee is now the latest most comprehensive proposal on both use of and accounting for EAJA payments.

correspondence #3
6/14/2012

USDA

United States

Department of

Agriculture

Forest

Service

May 2012

NOTICE OF PROPOSED ACTION

AND

OPPORTUNITY TO COMMENT

ANTELOPE VEGETATIVE TREATMENT PROJECT

AUSTIN/TONOPAH RANGER DISTRICTS

EUREKA AND LANDER COUNTIES, NEVADA

USDA NONDISCRIMINATION STATEMENT

THE U.S. DEPARTMENT OF AGRICULTURE (USDA) PROHIBITS DISCRIMINATION IN ALL ITS PROGRAMS AND ACTIVITIES ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, GENDER, RELIGION, AGE, DISABILITY, POLITICAL BELIEFS, SEXUAL ORIENTATION, AND MARITAL OR FAMILY STATUS. (NOT ALL PROHIBITED BASES APPLY TO ALL PROGRAMS.) PERSONS WITH DISABILITIES WHO REQUIRE ALTERNATIVE MEANS FOR COMMUNICATION OF PROGRAM INFORMATION (BRAILLE, LARGE PRINT, AUDIOTAPE, ETC.) SHOULD CONTACT USDA'S TARGET CENTER AT (202) 720-2600 (VOICE AND TDD). TO FILE A COMPLAINT OF DISCRIMINATION WRITE USDA, DIRECTOR, OFFICE OF CIVIL RIGHTS, ROOM 326-W, WHITTEN BUILDING, 14TH AND INDEPENDENCE AVENUE, SW, WASHINGTON DC 20250-9410 OR CALL (202) 720-5964 (VOICE OR TDD). USDA IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

COMMENTS WELCOME

The Austin/Tonopah Ranger Districts of the Humboldt-Toiyabe National Forest welcomes your comments on the Antelope Vegetative Treatment Project. This is a proposal to use prescribed fire and mechanical methods to increase vegetation diversity and create a mosaic structure to improve wildlife habitat and insure these habitats are more resilient to disturbance such as wildland fires. We would like your thoughts on the scope of issues to be addressed in the environmental analysis and your comments on the proposed action. The purpose of this comment period is to provide additional opportunity for public participation prior to a decision by the Responsible Official (Austin-Tonopah District Ranger). In addition, submission of comments during this period is required to establish appeal eligibility. We will accept written, facsimile, hand delivered, oral, and electronic comments concerning this action for thirty calendar days following the publication of the Notice of Proposed Action in the Battle Mountain Bugle. For detailed information on how to provide comments, please refer to Comment Process section of this document..

SUMMARY

The Humboldt-Toiyabe National Forest proposes to use prescribed fire and mechanical removal to treat up to 29,000 acres within approximately 65,000 acre project area. The treatments are being proposed to restore vegetative communities, restore and improve wildlife habitats and reduce fuel loading to lessen the fire severity on National Forest System lands (NFS) within Eureka and Lander Counties in Nevada. Elevation in the project area ranges from 6,500 to 10,461 feet with slopes between 15 and 80 percent (average slope is approximately 50 percent). The project area is predominately a mountain big sagebrush community type with expansion of pinyon-juniper woodlands. Within the project area the density of the pinyon-juniper woodland canopy is increasing which has caused a decline in understory shrub and herbaceous vegetation. Removal of the overstory will allow re-establishment of understory herbs, grasses and over time, shrubs.

LOCATION

The Antelope Project is located the northern end of the Monitor Mountain Range between Bald Mt to the south and the north, east and west to the Forest boundary. The Project area is located in all or portions of the following: Townships 16, 17, 17½, and 18 North -- Ranges 48, 49, and 50 East and all or portions of the sections. The project area is in Eureka and Lander Counties, Nevada and is approximately 25 miles west of Eureka, Nevada.

PURPOSE AND NEED FOR ACTION

The purpose for the Antelope project is to:

1) Increase the vegetative diversity and sagebrush habitat within the project area. Currently pinyon-juniper expansion is causing increased competition for light, water and nutrients reducing understory shrub and herbaceous cover. These species are critical habitat components for many wildlife species including mule deer, sage grouse and other sagebrush obligate species.

2) The reduction of fuel loading within the project area is needed to lower the possibility of large scale high severity fires.

3) To treat sage steppe communities to restore sagebrush and mountain shrub communities.

THE PROPOSED ACTION

The Forest Service proposed action will improve wildlife habitats by using prescribed fire and mechanical treatment methods to restore important vegetative communities, enhance the diversity of age classes and structure of vegetation communities, restore and, reduce the severity of wildfires on approximately 29,000 acres. Implementation of the project will be conducted over a five-ten year period with the intent of treating 1,000 to 5,000 acres per year.

Approximately 22,500 acres will be treated using prescribed fire. Prescribed fire treatments may occur during any season of the year within established prescriptions. Prescribed fire treatments would be used to reduce pinyon-juniper densities in the Phase I and Phase II.

Since the pre-settlement period (pre 1880's) pinyon and juniper have expanded mainly into sagebrush and to a lesser degree, other ecosystems. This rapid expansion is due to fire suppression, grazing practices, and a climate which favored the establishment and growth of these woodland species (Tausch et. al. 1981). It is estimated that two thirds of the area within the Great Basin currently occupied by the pinyon–juniper cover type is considered expansion pinyon–juniper; only 1/3 are historic woodlands (Miller, et. al. 2008). Expansion pinyon–juniper are in various phases of development. Miller et. al. 2008 defines the early, mid, and late phases of pinyon-juniper woodland successional development as:

> Phase I - trees are present but shrubs and herbs are the dominant vegetation that influence ecological processes on the site (low canopy).

Phase II - trees are co-dominant with shrubs and herbs and all three vegetation layers influence ecological processes on the site (medium canopy).

Phase III - trees are the dominant vegetation and the primary plant layer influencing ecological processes on the site (high canopy).

As Phase I and II transition into Phase III, the understory shrubs, grasses and forbs are lost as trees dominate the site and tree canopy cover increases. The loss of the ground vegetation and increased density of canopy fuels marks a shift in biomass to crown fuels which can significantly affect fire severity. The more tree dominated the woodlands become, the less likely they are to burn under moderate conditions. In addition, Phase III pinyon-juniper has lost much of the seed source necessary to regenerate understory herbs, grasses and shrubs following a disturbance (Miller et, al. 2008). These types of stands are generally small diameter trees with a diverse understory grasses, forbs and shrubs. Treating these stands would improve structural and age class diversity within the sagebrush and mountain brush communities.

Prescribed Fire

Prescribed fire treatments may include:

- Ground ignition-drip torches and/or flares
- Aerial ignition using helicopters-helitorch and/or Plastic Sphere Dispenser (PSD)
- Management of naturally occurring (unplanned ignitions) wildfires for resource benefits

Burned openings will generally range from 10 to 2,000 acres in size and will occur in a mosaic pattern scattered across the landscape.. Size of openings will vary widely depending upon the specific vegetation community and intensity of burn prescriptions.

Ground support staging areas will be on existing roads or designated areas. The use of handlines will be discouraged; however may be used to protect archeological resources, historic properties, private lands or other high value resources. Staging areas for equipment parking and material storage would be necessary for project implementation. These areas will be located on existing designated roads and at a minimum of 300 feet from riparian areas.

No road construction or construction of dozer lines are planned as part of this project. Roads within the project area would be closed to the public for the brief time that operations are in

progress. Proper signs would be posted, as would a notification through proper media (e.g., television, radio and newspapers). Local residents, businesses and local governments would be notified. The project area would also be checked and cleared of any campers, hunters, or other recreational users. These actions would ensure the safety of both the public and project personnel. Burn plans will be prepared.

Mechanical

Approximately 6,500 acres will be treated using mechanical methods (primarily tree species) to reduce pinyon-juniper densities in the Phase I and Phase II (small diameter)stages or categories, improve structural and age class diversity within the sagebrush and mountain brush communities. On slopes less than 30%, mechanical means will be used to cut generally small diameter trees.

Mechanical treatments may be followed by limited prescribed burning to reduce residual slash or meet other vegetation objectives specific to that site. Mechanical treatments could improve the health and diversity of vegetation and restore and improve wildlife habitats, particularly winter ranges and important shrub communities.

Prescribed fire treatments may be used in association with mechanical treatments to further reduce slash build-ups or to treat areas where road access prevents the efficient use of mechanical treatment methods. The use of both mechanical and prescribed fire treatments will be closely coordinated with adjacent landowners to prevent any adverse impacts to their private lands. A variety of mechanical treatment methods that may be used include:

- Mastication, chipping, or similar methods
- Hand thinning with chainsaws.
- Hand cutting/thinning with chainsaws (personal green fuelwood harvest).
- Commercial green fuelwood harvest using low impact mechanized vehicles or other equipment.
- Whole tree removal using low impact mechanized vehicles or other equipment.
- Slash created from any of the above treatments may be disposed of through chipping, removal from the project area or jackpot burning.

Cultural Resources

- Historic and Prehistoric resources will be identified. Mitigation measures agreed to with the State Historic Preservation Office (SHPO) will be implemented prior to, during, and after project completion.

- Avoid burning known historic wood features within the project area. Hand clearing of vegetation around these features may be done as needed to protect the sites.
- Avoid active ignition of other known cultural sites.

Noxious Weeds

The known noxious weeds; Whitetop (Cardaria draba), Canada thistle (Cirsium arvense), Musk thistle (Carduus nutans), cheatgrass (Bromus tectorum), curly dock (Rumex crispus), perennial pepper weed (Lepidium latifolium).

- As part of the NEPA process, a noxious weed assessment will be performed and any prevention measures recommended will be implemented..
- As needed, control of noxious weeds and invasive species would be done under the Forest's approved treatment program
- No mechanical treatment will occur within 300 feet of any stream bed.
- No mechanical or prescribed fire treatment will occur within 300 feet of the edge of any known invasive species infestation.
- No machinery of any kind will pass through known invasive species infestations.

Rare Plants

The Regional Forester's (R4) sensitive plant species that have potential habitat or are located in the project area include Eastwood milkweed (Asclepias uncialis ssp. ruthiae), Toquima milkvetch (Astragalus toquimanus), ophir rockcress (Boechera (=Arabis) ophira), upswept moonwort (Botrychium ascendens), dainty moonwort (Botrychium crenulatum), slender moonwort (Botrychium lineare), moosewort (Botrychium tunux), Goodrich biscuitroot (Cymopterus goodrichii), desert whitlow-grass (Draba arida), Snake Range whitlow-grass (Draba oreibata var. serpentina), Snake Mountain erigeron (Erigeron cavernensis), waxflower (Jamesia tetrapetala), bashful beardtongue (Penstemon pudicus), whitebark pine (Pinus albicaulis), Nachlinger's catchfly (Silene nachlingerae), alpine goldenweed (Tonestus (=Haplopappus) alpinus), and Rollins' clover (Trifolium macilentum var. rollinsii).

Wildlife

- Establish a minimum of a 30-acre protection area around any active goshawk nests. Also, establish an appropriate aircraft buffer around any active goshawk nests during spring or early summer burns to prevent disturbance to the nesting birds.
- Precautions would be taken to avoid disturbing any nesting sage grouse and protect brood-rearing habitat such as riparian areas and wet meadows.
- No igniting in pure mountain mahogany stands identified on the H-T current vegetation map and on the ground; avoid burning these stands which provide important wildlife habitat
- Prescribed fire will not be used in occupied habitat for pygmy rabbits. Trees in these areas may be removed with chainsaws and be accessed by foot.
- Ensure that ignition activities for prescribed burning are less than 2 weeks in duration within treatment units to allow for migratory birds that may lose their nest to re-nest.
- If mechanical treatments are implemented during the breeding season (May 1 to July 15), nesting bird surveys will be done and breeding territories found will be flagged and avoided
- If natural vegetative recovery doesn't meet objectives, seeding in the project area may be considered.

Vegetation

- No ignition will occur on rocky outcrops to avoid burning pre-settlement trees and rare plant communities.
- Avoid igniting or cutting identifiable pre-settlement trees. These trees are identifiable on the landscape by their, flattened, rounded and/or asymmetrical crowns which stand well above the surrounding younger trees that are shorter with conical crowns that may display a pointed tip (stronger apical dominance).
- Avoid ignition of Phase III pinyon pine to reduce the risk of conversion to areas dominated by invasive species.
- Seeding of native grasses and forbs may be done before or following treatment to provide additional seed sources for vegetative recovery.

Public Safety

Mitigations for public safety include:

- The public will be informed of the project (location and dates of implementation) and hazards associated with the mechanical and burn treatments.
- Roads will be closed during implementation.
- Prior to ignition the burn boss will perform a thorough reconnaissance of the project area to insure no Forest users are in the immediate area.
- Local residents, permittees and the local governments would be notified
- The project area would be checked and cleared of any campers, hunters, and any other recreational users when treatments are implemented.

Rangelands

- Burn areas will be rested from livestock grazing for a minimum of two years or until vegetation has recovered sufficiently to support grazing.
- Monitor Winter and Kelly Creek/North Monitor Allotments are within project area.

Soils/Air/Water

- Skidding or other activities that would tend to loosen soils will avoid steep slopes
- Skidding of materials across drainages will be avoided whenever feasible.

MONITORING

Monitoring is proposed to 1) assess the effectiveness of treatments in achieving objectives; 2) identify unintended impacts to resources; and 3) determine success in achieving desired vegetation re-establishment.

- Vegetation – Photo point and vegetation density transects would measure pre and post vegetative response to treatments
- Cultural Resources - Conduct a post burn assessment on a minimum of three sites identified by the district archeologist to determine the effects of the treatments.
- Noxious Weeds and Invasive Species – Annual site visits will be conducted within the treatment area and noxious weeds will be treated.
- Known or identified Northern Goshawk nests will be monitored annually.

- Annual site visits will monitor sage grouse use of treated areas.

PROPOSED MITIGATION MEASURES

Mitigation measures will be implemented to avoid and minimize negative effects to resources surrounding and within the project area. Specific measures identified to date are:

- During implementation, wash all vehicles prior to entering the project area to avoid transmission of invasive and/or noxious weed seeds.

DECISION FRAMEWORK

The Austin/Tonopah District Ranger is the responsible official who will decide 1) whether to select the action as proposed or modified, 2) what mitigations are needed, and 3) what monitoring is needed for this project.

SPECIAL USE PERMIT/LEASE ISSUANCE

Antelope Vegetative Treatment Project does not require any special use permits and/or lease issuances. There is the Bald Mt communication site within the project area.

PUBLIC INVOLVEMENT

This project has been listed in the Humboldt-Toiyabe National Forest Schedule of Proposed Actions beginning with the January 2012 edition and continuing through the present publication.

TRIBAL COORDINATION

On February 4, 2011 Tribal consultation was initiated with the Yomba Shoshone Tribal Council, Fallon and Duckwater Shoshone. On February 11, 2011 information was presented to the Tribal Council of the Yomba Shoshone. Fallon Paiute/Shoshone Business Council was presented the information to their Tribal Council on February 22, 2011 and on February 28, 2011. Information was presented to the Tribal Council of the Duckwater Shoshone. Duckwater Shoshone requested a site visit.

ANALYSIS PROCESS

A team of specialists has been identified to analyze the environmental effects of the proposed action. Preliminary analysis, displayed below, indicates that impacts to affected resources would be minor and short-term in nature. The final results of this analysis will be displayed in the environmental document that is being prepared.

SUMMARY OF THE POTENTIAL AFFECTS OF THE PROPOSED ACTION	
Affected Resource	Summary of Affects
Soils	Due to the limited amount of potential disturbance, the short-term nature of the project, and the use of best management practices the amount of increased soil disturbance and erosion is expected to be very minor.
Air Resources	Due to the nature of the activities specified in the proposed action there could be a reduction in Air quality within the project area and adjacent areas would be short duration.
Surface Water Resources	No direct ignition in riparian areas will take place.
Vegetation	Increase the ecological resilience of ecosystems to fire and other disturbance. Increase the herbaceous perennials through competitive release from shrubs and trees, and reducing woody fuel loads to minimize risk of high severity fires.
Rare Plants	There is potential habitat but no individuals located in the project area. The project will not likely contribute to a trend towards federal listing or cause a loss of viability to the population or species.
Noxious Weeds	
Public Access/ Recreational Uses	Closure of the forest roads that access the project during the implementation would result in a short-term loss of access.
Cultural Resources	Cultural resource surveys have been initiated. Historic and prehistoric sites have been found in the area. The project will not be implemented until SHPO concurrence is received. Mitigation

SUMMARY OF THE POTENTIAL AFFECTS OF THE PROPOSED ACTION	
	measures that are developed through the concurrence process will be implemented.
Wildlife (i.e. sage grouse)	Wildlife (i.e. sage grouse) This project may impact individuals but is not likely to contribute to a trend towards federal listing or loss of viability for sage grouse and pygmy rabbit. Long-term habitat would increase and more forage would be available for Management Indicator Species with the removal of pinyon pine and juniper. Habitat would be lost in the short- term, but that loss would be outweighed by the improvement of thousands of acres of habitat, and an increase in sagebrush habitat for the sagebrush dependent species. Migratory birds may be displaced during implementation however; it will be short in duration and not have a significant negative impact.
Sensitive Wildlife Species	There are sensitive species and/or habitat located in the project area and it was determined that implementation may impact individuals however; the project will not likely contribute to a trend towards federal listing or cause a loss of viability to the population or species.
Inventoried Roadless Area	No new road construction and travel will be restricted to existing roads. This project is within 8 IRA's.

ALTERNATIVES

Two alternatives including the proposed action and no action have been identified to date.

- **NO ACTION ALTERNATIVE** - Under this alternative, the project would not be authorized. No disturbance would occur.

COMMENT PROCESS

The Forest Service encourages comments on this proposed action, along with supporting reasons that the Responsible Official should consider in reaching a decision. Comments will help complete the preparation of the environmental document on the proposed action. The environmental document will be used to determine whether to prepare an environmental assessment or environmental impact statement or a finding of no significant impact. If there is no potential for significant impacts, the environmental document and decision, will be sent to those who commented. If the EA concludes that there is the potential for significant impacts then an environmental impact statement would be prepared.

Written, facsimile, hand-delivered, oral, and electronic comments concerning this action will be accepted for 30 calendar days following the publication of this notice in *Battle Mountain Bugle.*

Comments may be submitted to: District Ranger, Austin and Tonopah Ranger Districts, P.O. Box 130, 210 Midas Canyon Road, Austin, NV 89310, or faxed to 775-964-1451. The office business hours for those submitting comments in person are 8:00 a.m. to 4:30 p.m. Monday through Friday, excluding holidays.

Electronic comments must be submitted in a format such as an e-mail message, plain text (.txt), rich text format (.rtf), Acrobat (.pdf) and Word (.doc) to comments-intermtn-humboldt-toiyabe-austin-tonopah@fs.fed.us. Comments must have an identifiable name attached or verification of identity will be required. A scanned signature may serve as verification on electronic comments.

Comments received in response to this solicitation, including names and addresses of those who comment, will be considered part of the public record for this project and will be available for public inspection and released if requested under the Freedom of Information Act.

APPEAL ELIGIBILITY

It is the responsibility of persons providing comments to submit them by the close of the comment period. Those who provide comments or other expression of interest during this comment period are eligible to appeal the decision under the regulations. Individuals and

organizations wishing to be eligible to appeal must provide the information identified in 36 CFR 215.11(a), including:

- Name and Address.
- Title of the Proposed Action.
- Specific substantive comments (36 CFR 215.2) on the proposed action, along with supporting reasons that the Responsible Official should consider in reaching a decision.
- Signature or other verification of identity upon request; identification of the individual or organization who authored the comments(s) is necessary for appeal eligibility.
- For multiple names or multiple organizations, a signature must be provided for the individual authorized to represent each organization, or for each individual that wishes to have appeal eligibility.
- Individual members of organizations must submit their own substantive comments to meet the requirements of appeal eligibility as an individual, comments received on behalf of an organization are considered as those of the organization only.

Responsible Official

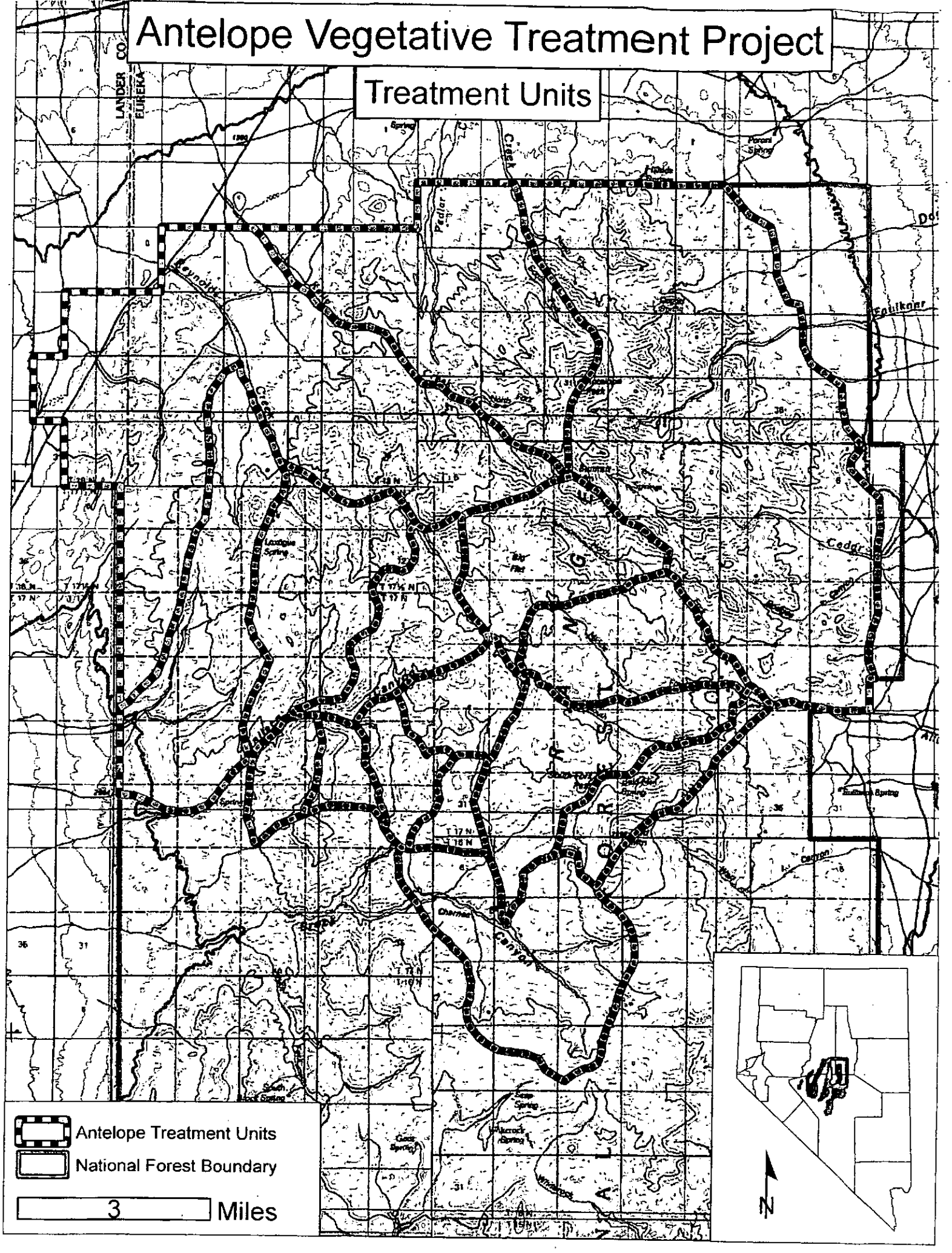
The responsible official for this project is Steven Williams, District Ranger, Austin/Tonopah Ranger Districts, 100 Midas Canyon Road, P.O. Box 130, Austin, Nevada 89310. The telephone number is (775) 964-2671.

Contact Person

For further information regarding this proposal please contact Carol Carlock (Fuels Specialist) at (775) 289-3031 or Steve Williams at (775) 964-2671.

Antelope Vegetative Treatment Project

Treatment Units



Scott M. Perrilloux
District Attorney
21st Judicial District

Livingston, St. Helena and Tangipahoa Parishes

P. O. Drawer 299
Livingston, LA 70754
(225) 686-3070
Fax: (225) 686-1651
Fax: (225) 686-7036

January 22, 2014

Lander County Clerk of Court
315 S. Lumboldt St.
Battle Mountain, NV
(775) 635-0394

Dear Clerk of Court:

Please provide this office with a certified copy of the minutes of conviction and the bill of information on the following case(s).

Defendant	Docket Number	Conviction Date	Division
Dennis Erol Crain	**07CR00115**	**06/05/07**	

****Please advise who the court reporter was on this date.**

Thanking you in advance for your cooperation in this matter. Please send these copies to ***Attention Karen Hull*** so that I make sure they are given to me.

With kindest regards, I remain

Very truly yours,

Karen Hull

Karen Hull

Correspondence #4
6/14/2012

Nevada Association of Counties

304 South Minnesota Street
Carson, City, NV 89703
775-883-7863
www.nvnaco.org

Honorable Dean Bullock
Lander County Board of Commissioners
315 S. Humboldt Street
Battle Mountain, NV 89820

May 24, 2012

Dear Chairman Bullock,

Thank you for the prompt payment of Lander County's dues for membership with the Nevada Association of Counties (NACO) for the year 2012. We would like to thank you for your continued support and participation in NACO. We will be working diligently, as always, to ensure the continued strength of our counties. It is more important than ever that the counties have a strong front and a united voice and NACO promises to be that voice.

We are available to assist you in any way we can and encourage you to contact our office with any questions or concerns.

Thank you again,

Jeffrey Fontaine
Executive Director

Correspondence #5
4/14/2012

ndep
NEVADA DIVISION OF ENVIRONMENTAL PROTECTION
protecting the future for generations

STATE OF NEVADA
Department of Conservation & Natural Resources
DIVISION OF ENVIRONMENTAL PROTECTION

Brian Sandoval, Governor
Leo M. Drozdoff, P.E., Director
Colleen Cripps, Ph.D., Administrator

May 23, 2012

The Estate of Martin T. Wessel
c/o Misty Wessel-Darr/Debra Jill Phillips
11359 W. Irving Lane
Boise, Idaho 83713

RECEIVED
MAY 30 2012
COUNTY COMMISSION

Subject: Third Quarter, 2011 Monitoring Report,
Former Ted's Chevron Facility, 474 West Front Street, Battle Mountain, Nevada
Facility ID Number: 5-000104
Petroleum Fund ID: 1999000052

Dear Ms. Darr:

The Nevada Division of Environmental Protection (NDEP) has reviewed your *Third Quarter 2011 Monitoring Report*, dated October 28, 2011, prepared on your behalf by Jeremy Boucher, Certified Environmental Manager for Broadbent & Associates, Inc. (BAI).

The site wells were monitored and sampled on September 20, 2011. Eleven monitoring wells are monitored quarterly for MTBE and BTEX compounds along with analysis for bio-parameters. On a monthly basis all eleven wells are monitored for groundwater levels and the presence of free product of which none was noted. Three wells contained benzene above the 5 microgram per liter (ug/l) maximum contaminant level at 5.1 (MW-10), 6.8 (MW-12) and 77 (MW-15) ug/l. None of the other analytes exceeded their respective MCL's. BAI noted that there was a decrease in benzene concentrations over the last two quarters however BAI noted that these fluctuations may be related to seasonal changes in groundwater elevation. BAI also noted that the indicators of biodegradation parameters measured in wells MW-15 and MW-16 indicate that intrinsic biodegradation of petroleum hydrocarbon constituents in groundwater is on-going at the site with some limited parameters.

Depth to groundwater ranged between 5.38 (MW-15) to 7.58 (MW-14) feet to water and the gradient direction was north-northwest or northwest at 0.001-0.002 ft/ft.

Broadbent Recommendations:

- Discontinue monthly groundwater monitoring.
- Test groundwater samples for Iron (III), alkalinity and monitor for the remaining biodegradation indicator parameters, DO, Eh: NO3: SO4: temperature: and pH through the Fourth Quarter 2011.
- Locate SRK-installed monitor wells MW-1 and MW-4 through MW-9 and evaluate the condition of the wells (recommended in 2nd Quarter 2011).
- Prepare an additional Characterization Work Plan to delineate the petroleum hydrocarbon plume boundaries.

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The NDEP concurs with the *Third Quarter 2011 Monitoring Report*. NDEP does not concur with the additional Work Plan until further investigation is done on the SRK-installed monitor wells. NDEP does concur with the other recommendations listed above.

If you have any questions or require additional information please contact me at 775-687-9376 or kevins@ndep.nv.gov.

Sincerely,

Kevin E. Sullivan
UST/LUST Supervisor
Bureau of Corrective Actions

ec: Todd Croft, NDEP, Bureau of Corrective Actions
Hayden Bridwell, NDEP, Petroleum Fund
Dee Walter, C.E.M., dwalter@broadbentinc.com
Jeremy Boucher, C.E.M., jboucher@broadbentinc.com

cc: Chuck Chapin, Chairman, Lander County Board of Commissioners, 315 South Humboldt Street, Battle Mountain, NV 89820
Jacob Edgar, Public Works Foreman, 315 South Humboldt Street, Battle Mountain, NV 89820
J.P. Marden, Nevada Department of Transportation, 725 W. 4th Street, Winnemucca, NV 89445

Correspondence #6
6/14/2012

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NEVADA DIVISION OF ENVIRONMENTAL PROTECTION
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Department of Conservation & Natural Resources
DIVISION OF ENVIRONMENTAL PROTECTION

Brian Sandoval, Governor
Leo M. Drozdoff, P.E., Director
Colleen Cripps, Ph.D., Administrator

May 24, 2012

RECEIVED
MAY 30 2012
COUNTY COMMISSION

The Estate of Martin T. Wessel
c/o Misty Wessel-Darr/Debra Jill Phillips
11359 W. Irving Lane
Boise, Idaho 83713

Subject: Fourth Quarter, 2011 Monitoring Report,
Former Ted's Chevron Facility, 474 West Front Street, Battle Mountain, Nevada
Facility ID Number: 5-000104
Petroleum Fund ID: 1999000052

Dear Ms. Darr:

The Nevada Division of Environmental Protection (NDEP) has reviewed your *Fourth Quarter 2011 Monitoring Report*, dated January 25, 2012, prepared on your behalf by Jeremy Boucher, Certified Environmental Manager for Broadbent & Associates, Inc. (BAI).

The site wells were monitored and sampled on November 16, 2011. Thirteen monitoring wells were monitored this quarter for MTBE and BTEX compounds along with analysis for bio-parameters. Three wells contained benzene above the 5 microgram per liter (ug/l) maximum contaminant level at 38 (MW-12), 5.6 (MW-13) and 21 (MW-15) ug/l. None of the other analytes exceeded their respective MCL's. BAI noted that there was an overall decrease in benzene concentrations over the last several quarters however BAI noted that these fluctuations may be related to seasonal changes in groundwater elevation. BAI also noted that the indicators of biodegradation parameters measured in wells MW-12 and MW-16 indicate that intrinsic biodegradation of petroleum hydrocarbon constituents in groundwater is on-going at the site with some limited parameters. Fe^{3+} was measured within the dissolved plume and found to be generally lacking. Based on this information, Fe^{2+} can't be used as an indicator of petroleum hydrocarbon biodegradation.
Monitoring wells MW-6 and MW-7 (SRK-installed wells) were located and sampled however, wells MW-1, MW-4, MW-5, MW-8 and MW-9 could not be located.

Depth to groundwater ranged between 5.22 (MW-6) to 8.15 (MW-14) feet to water and the gradient direction was north-northwest or northwest at 0.001ft/ft. Average groundwater elevation change for this quarter decreased 0.21 feet.

Broadbent Recommendations:

1) Prepare an additional Characterization Work Plan to delineate the petroleum hydrocarbon plume boundaries with the installation of a minimum of one well to the southeast of monitor well MW-12.

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2) Coordination of a survey to include the two recently located SRK-installed wells (MW-6 and MW-7) along with the newly proposed monitor well.

3) Submit a Workplan with a minimum of three remedial alternatives for offsite wells above the State Action level. The remedial alternatives will include, but may not be limited to, hydrogen peroxide injection, ozone injection and monitored natural attenuation.

4) Consider the remaining SRK-installed wells (MW-1, MW-4, MW-5, MW-8 and MW-9) inadvertently abandoned.

The NDEP concurs with the *Fourth Quarter 2011 Monitoring Report* and concurs with the recommendations listed above except for number 4 concerning the abandoned wells. Further work must be done to attempt to locate and properly abandon these wells.

Please insure if a new well is installed that the well is screened through the water table.

If you have any questions or require additional information please contact me at 775-687-9376 or kevins@ndep.nv.gov.

Sincerely,

Kevin E. Sullivan
UST/LUST Supervisor
Bureau of Corrective Actions

ec: Todd Croft, NDEP, Bureau of Corrective Actions
Hayden Bridwell, NDEP, Petroleum Fund
Dee Walter, C.E.M., dwalter@broadbentinc.com
Jeremy Boucher, C.E.M., jboucher@broadbentinc.com

cc: Chuck Chapin, Chairman, Lander County Board of Commissioners, 315 South Humboldt Street, Battle Mountain, NV 89820
Jacob Edgar, Public Works Foreman, 315 South Humboldt Street, Battle Mountain, NV 89820
J.P. Marden, Nevada Department of Transportation, 725 W. 4th Street, Winnemucca, NV 89445

Correspondence #7
6/14/2012

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NEVADA DIVISION OF ENVIRONMENTAL PROTECTION
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STATE OF NEVADA
Department of Conservation & Natural Resources
DIVISION OF ENVIRONMENTAL PROTECTION

Brian Sandoval, Governor
Leo M. Drozdoff, P.E., Director
Colleen Cripps, Ph.D., Administrator

RECEIVED
MAY 30 2012
COUNTY COMMISSION

May 24, 2012

The Estate of Martin T. Wessel
c/o Misty Wessel-Darr/Debra Jill Phillips
11359 W. Irving Lane
Boise, Idaho 83713

Subject: First Quarter, 2012 Monitoring Report,
Former Ted's Chevron Facility, 474 West Front Street, Battle Mountain, Nevada
Facility ID Number: 5-000104
Petroleum Fund ID: 1999000052

Dear Ms. Darr:

The Nevada Division of Environmental Protection (NDEP) has reviewed your *First Quarter 2012 Monitoring Report*, dated April 30, 2012, prepared on your behalf by Jeremy Boucher, Certified Environmental Manager for Broadbent & Associates, Inc. (BAI).

The site wells were monitored and sampled on February 1, 2012. Twelve monitoring wells were monitored this quarter for MTBE and BTEX compounds along with analysis for bio-parameters. Two wells were not sampled due to standing water covering the well vaults (MW-15 and MW-16). Two wells contained benzene above the 5 microgram per liter (ug/l) maximum contaminant level at 12 (MW-12) and 7.1 (MW-13) ug/l. None of the other analytes exceeded their respective MCL's. There was a decrease in benzene concentrations for MW-12 from 38 to 12 ug/l and a slight increase in MW-13 from 5.6 to 7.1 ug/l over the last quarter. BAI also noted that the indicators of biodegradation parameters measured in wells MW-11 and MW-12 indicate that intrinsic biodegradation of petroleum hydrocarbon constituents in groundwater is on-going at the site.

Depth to groundwater ranged between 5.25 (MW-6) to 8.15 (MW-14) feet to water and the gradient direction was north-northwest or northwest at 0.001ft/ft. Average groundwater elevation change for this quarter decreased 0.02 feet.

There were no recommendations by Broadbent in the quarterly report. Quarterly monitoring should continue and a meeting with your consultant and the NDEP is recommended to discuss future work necessary at this facility.

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The NDEP concurs with the *First Quarter 2012 Monitoring Report.*
If you have any questions or require additional information please contact me at 775-687-9376 or kevins@ndep.nv.gov.

Sincerely,

Kevin E. Sullivan

Kevin E. Sullivan
UST/LUST Supervisor
Bureau of Corrective Actions

ec: Todd Croft, NDEP, Bureau of Corrective Actions
Hayden Bridwell, NDEP, Petroleum Fund
Dee Walter, C.E.M., dwalter@broadbentinc.com
Jeremy Boucher, C.E.M., jboucher@broadbentinc.com

cc: Chuck Chapin, Chairman, Lander County Board of Commissioners, 315 South Humboldt Street, Battle Mountain, NV 89820
Jacob Edgar, Public Works Foreman, 315 South Humboldt Street, Battle Mountain, NV 89820
J.P. Marden, Nevada Department of Transportation, 725 W. 4th Street, Winnemucca, NV 89445

Correspondence #8
6/14/2012

United States Department of the Interior

TAKE PRIDE IN AMERICA

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

In Reply Refer To:
1793/3809(NVE0200)
NVN-76802

Dear Reader:

Enclosed for your review is the Draft Environmental Impact Statement (DEIS) for Rodeo Creek Gold Inc.'s (RCG) proposed Hollister Underground Mine Project. This proposal is to transition an underground exploration project to an underground gold and silver mining operation while continuing to conduct underground and surface exploration. The proposed action also includes the construction of 11.6 miles of electric transmission lines to provide electric power to the proposed mine site. The proposed action would create an additional 117 acres of surface disturbance for a total of approximately 222 acres of surface disturbance for the project. The life of the proposed project is twenty years. The Project is located approximately 47 miles northwest of Elko and 64 miles northeast of Winnemucca in Elko County, Nevada.

A 45-day public comment period begins the day the Environmental Protection Agency publishes the Notice of Availability in the Federal Register. You may submit comments related to the Hollister Underground Mine Project by any of the following methods:

- E-mail: BLM_NV_ELDOHollisterEISTeam@blm.gov;
- Fax: 775-753-0255; or
- Mail: Bureau of Land Management, Hollister Underground Mine Project, Attention: Janice Stadelman, Project Manager, 3900 Idaho Street, Elko, NV 89801.

Copies of the Hollister Underground Mine Project DEIS are available in the BLM Elko District Office at the above address, and on line at http://www.blm.gov/nv/st/en/fo/elko_field_office.html.

Before including your address, phone number, e-mail address, or other personal identifying information in your comment, you should be aware that your entire comment–including your personal identifying information–may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

Should you have any questions, please contact Janice Stadelman at (775) 753-0346.

Sincerely,

Gerald Dixon, Field Manager
Tuscarora Field Office

* original document located in Executive Director's office.

RECEIVED
MAY 30 2012
COUNTY COMMISSION

Correspondence #9
6/14/2012

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Ely District Office
HC33 Box 33500 (702 N. Industrial Way)
Ely, Nevada 89301-9408
http://www.blm.gov/nv/st/en/fo/ely_field_office.html

In Reply Refer To:
1221 (NVL0000)

Greetings,

The Tri-County meeting was not held this month, and it was decided that the next meeting will not occur until August. So, since we had our packets ready to distribute to everyone, we thought we would mail them in an effort to keep you informed of ongoing projects and activities.

Please feel free to contact us with any questions or comments that you may have.

See you in August!

Sincerely,

Patti Bute
Secretary
Ely District Office

May/June 2012

ANNOUNCEMENTS

Pan Mine Project: The BLM is receiving public input on the proposed Pan Mine Project that would be located in White Pine County, Nev., about 50 miles west of Ely. Public meetings were held this month in Ely, Eureka and Reno. The public input period concludes on **May 16, 2012.** *(See page 12 for more information)*

Bald Mountain Mine: The BLM is receiving public input on two Barrick Gold Corporation proposals to expand the Bald Mountain Mine, about 70 miles northwest of Ely and 30 miles northeast of Eureka, Nev. Public meetings were held this month in Ely, Eureka, Elko and Reno. The public input period concludes on **May 16, 2012.** *(See page 13 for more information)*

Spring Valley Wind, LLC: A U.S. District Court Judge on March 29, 2012, dismissed an appeal of the Spring Valley Wind Project. The 150-megawatt (MW) wind generation farm, located on 8,500-plus acres of the public lands in north Spring Valley about 30 miles east of Ely, Nevada, is under construction with the first of the wind turbines already erected. *(See page 2 for more information)*

South Steptoe Travel Management Plan: The Ely District, Schell Field Office has issued the Decision Record and Finding of No Significant Impact for the South Steptoe Travel Management Plan that designates routes for recreational use in south Steptoe Valley. Route designations consider a wide range of public land uses while managing access to prevent long-term ecological damage. Road designations range from open to limited or closed. The decision was appealed in March 2012 by one of the permittees with grazing authorizations within the project area. Following negotiations and a site visit with the appellant, the BLM issued another decision granting administrative access only on four routes that were previously closed to accommodate the needs of the permittee. The appellant withdrew their appeal and IBLA dismissed the case in April 2012. (*See page 15 for more information*)

ELY RESOURCE MANAGEMENT PLAN

Lawsuit: Western Watersheds Project has challenged 18 environmental impact statements supporting an equal number of resource management plans prepared by BLM offices in six western states, i.e., California, Idaho, Montana, Nevada, Utah and Wyoming. The case is before the U.S. District Court for the District of Idaho, which dismissed challenges to the Pocatello (Idaho) and Kemmerer (Colorado) RMPs because Records of Decision had not been issued. The court, however, retained jurisdiction over the remainder. The BLM has filed a motion for partial dismissal or to have the cases severed and transferred to the appropriate district court in each state. The parties to the lawsuit are currently discussing how best to proceed.

Plan Amendments: None at this time.

Plan Maintenance: None at this time.

SAGE GROUSE PLANNING

The public input period for Environmental Impact Statements (EISs) and Supplemental Environmental Impact Statements (SEISs) that will evaluate and provide greater sage-grouse conservation measures in land use plans in 10 Western states concluded on March 23, 2012. The public scoping period was extended 45 days to provide the public ample opportunity to provide comment.

The BLM and the Forest Service have identified the following preliminary issues to address in its environmental analysis: greater sage-grouse habitat management, fluid minerals, coal mining, hard rock mining, mineral materials, rights-of-way, renewable energy development, wildfire, invasive species, grazing, off highway vehicle management and recreation.

In March 2010, the U.S. Fish and Wildlife Service (FWS) ruled that listing the species for protection under the Endangered Species Act was "warranted but precluded." The FWS said that it had other, higher priority species it needed to address first, but that it would subsequently address the greater sage-grouse and determine if it needed to be listed at a later date. In its finding, the FWS said the BLM and the USFS are not "fully implementing the regulatory mechanisms available" to ensure species conservation. The BLM and the USFS are addressing the FWS concerns through the planning process.

ENERGY

Natural Gas-fired Energy Development -

Toquop Energy Project: The Ely District expects in summer 2012 to issue a notice to proceed (NTP) for the Toquop Energy Project, a 1,000-megawatt natural gas-fired power plant to be located about 12 miles north of Mesquite, Nev. The district issued rights-of-way (ROW) for the gas-fired plant in 2003. In 2004, Sithe Global filed an application to amend the 2003 grant to allow for construction of a coal-fired power plant. The district completed the final environmental impact statement for the proposed coal-fired plant in 2009 but to date no decision has been made. In January 2010, Sithe Global notified the district that the company intended to withdraw the application to amend the ROW and proceed with the gas-fired plant, instead. In March 2010, the district received from Sithe Global a plan of development (POD) to construct the natural gas-fired power plant under the terms of the 2003 grant. The district will issue a notice to proceed upon completion of a final plan of development.

Wind Energy Development -

Spring Valley Wind, LLC: A U.S. District Court judge on March 29, 2012, dismissed an appeal of the Spring Valley Wind Project. The plaintiffs, BLM and project proponent,

Pattern Energy Group, were in settlement discussion for months prior to the settlement agreement.

The 150-megawatt (MW) wind generation farm, located on 8,500-plus acres of the public lands in north Spring Valley about 30 miles east of Ely, Nevada, is under construction with the first of the wind turbines already erected. When completed in June or July 2012, the project will consist of 66 3.2-MW Siemens wind turbines and electrical substation, and existing 230 kilovolt transmission line. Spring Valley Wind, LLC, a subsidiary of Pattern Energy, is the project proponent.

Ely Wind Mountain: The BLM in April 2012 conducted pre-application meetings for the Ely Wind Mountain Project. In separate meetings, BLM staff and interested parties were briefed on the proposed project by a representative of APEX Wind. The participants then provided feedback on the environmental challenges that may be associated with the project. As a result, APEX wind is updating the Plan of Development (POD) originally submitted by the Nevada Wind Company in December 2011. In March 2011, APEX Wind purchased from Nevada Wind the monitoring rights-of-way for five project sites located in the Antelope, Cherry Creek, Schell Creek, Robinson Summit and North Egan mountain ranges. Nevada Wind will retain five-percent of the project. The site in the Cherry Creek Range is on public lands administered by the BLM Elko District. The other sites are on public lands managed by the Ely District, which will process the application. The revised POD is expected in the September 2012.

Wilson Creek Power Partners, LLC: Wilson Creek Power Partners, LLC, and Champlin Wind have withdrawn from the proposed project, leaving Nevada Wind as the sole proponent for the Wilson Creek Wind Project. NV Wind has asked that the project be put on hold while the company evaluates next steps.

The BLM in November 2011 released the scoping report for the Wilson Creek Power Partners, LLC, wind energy project, which would be located about 20 miles northeast of Pioche, Nev. The 60-day public scoping period concluded in July 2011. The district conducted public scoping meetings in Ely, Las Vegas and Pioche, Nevada; and in Cedar City, Utah. The BLM received a total of 864 comments. Of those, 123 expressed concern over impacts to wildlife, 104 were socio-economics related, 81 focused on recreation and 70 addressed visual resources.

The proposed project could consist of up to 350 wind turbines and generate up to 990 megawatts of electricity on approximately 31,000 acres of the public lands in the Wilson Creek Range, which includes Mt. Wilson, Table Mountain, White Rock Mountain and Atlanta Summit. Lincoln County, the Nevada Department of Wildlife, Nevada State Office of Energy and Nellis Air Force Base are cooperating agencies.

Hamblin Valley: The BLM's Decision Record and Finding of No Significant Impact (DR/FONSI) to issue a right of way grant to Wasatch Wind Intermountain for wind monitors on public lands near Baker, Nev., has been appealed and a request for stay filed. The stay was not granted. The potential 43,812-acre project would be located on public

lands about 10 miles south of Baker, which are administered by the BLM Fillmore (Utah) Field Office and Ely District, Schell Field Office. Wasatch Wind in April 2011 *submitted an application to increase the project area and add additional met towers.*

Solar Energy Development -

Draft Solar Programmatic Environmental Impact Statement: Interior Secretary Ken Salazar in October 2011 made public for review a Supplement to the Draft Programmatic Environmental Impact Statement (PEIS) for Solar Energy Development. The public comment period on the Supplement concluded on January 27, 2012.

The Supplement delivers on Secretary Salazar's promise to establish meaningful solar energy zones with transmission solutions and other incentives for solar energy development within those zones. The Supplement builds and improves upon the Draft Solar PEIS released on December 17, 2010. The BLM received more than 80,500 comments on the Draft PEIS through May 2, 2011, and many of those comments proposed helpful adjustments and additions for the agency to consider. The BLM determined that the most effective approach to addressing that feedback was to issue a Supplement to the Draft Solar PEIS (Supplement). Many cooperating agencies and key stakeholders offered suggestions on how the BLM could increase the utility of the document, strengthen the proposed solar program, and increase certainty regarding solar energy development on public lands. Development and release of a Supplement allows the public an additional opportunity to evaluate specific elements of the proposed solar program and provide input that will assist the BLM in its decision making process.

The study is a comprehensive environmental analysis that identifies proposed "solar energy zones" on public lands in six western states that are most suitable for environmentally sound, utility-scale solar energy production.

The Draft Solar PEIS is a joint effort with the Department of Energy and assesses the environmental, social, and economic impacts associated with solar energy development on lands managed by the BLM in Arizona, California, Colorado, Nevada, New Mexico, and Utah.

Under the study's Preferred Alternative, the BLM would establish a new Solar Energy Program that would standardize and streamline the authorization process. The plan would *also establish mandatory design features for solar energy development on BLM-managed* lands.

The BLM would also establish Solar Energy Zones (SEZ's) within the lands available for solar development right-of-way applications. These are areas that have been identified as most appropriate for development, containing the highest solar energy potential and fewest environmental and resource conflicts. The proposed SEZ's would provide directed, landscape-scale planning for future solar projects and allow for a more efficient permitting and siting process.

The BLM anticipates releasing a Final Solar PEIS in July 2012 and expects to sign a Record of Decision about 60 days later.

Hydro Energy -

White Pine Pumped Storage Project: Gridflex Energy, LLC, and White Pine Water Power, LLC, are proposing through the Federal Energy Regulatory Commission (FERC) to construct a stored water pumping facility north of Ely, Nev. The proposed White Pine Pumped Storage Project would generate utilize three generators with 300 MW total capacity to generate 919,800 megawatt-hours, annually. The project would consist of the following: (1) a 210-foot-high upper, rockfill dam; (2) an upper artificial, lined reservoir with a surface area of about 74 acres and volume of approximately 4,938 acre-feet at normal water surface elevation; (3) a lower artificial, lined reservoir with a surface area of about 72 acres and volume of approximately 5,011 acre-feet at normal water surface elevation; (4) 10,950 feet of conduit; (5) a proposed powerhouse 63 feet wide by 253 feet long by 120 feet high to be located underground approximately 3,620 feet west of the upper reservoir intake at an elevation of approximately 6,320 feet; (6) one 150-megawatt (MW), one 100-MW, and one 50-MW reversible pump-turbines totaling 300 MW in capacity with up to 100 MW of additional pumping capacity; (7) an access tunnel approximately 3,380 feet long and 24 feet in diameter leading from the ground level to the powerhouse; (8) a proposed 2.4-mile-long, 230 kilovolt transmission line to interconnect to a substation operated by Sierra Pacific Power; and (9) appurtenant facilities.

The commission issued public notice of the application on May 5, 2010. On Sept. 21, 2010, FERC gave an order issuing a preliminary permit. A permit is issued only to allow the permit holder to investigate the feasibility of the project while the permittee conducts investigations and secures necessary data to determine the feasibility of the proposed project and to prepare a license application. The maximum term for a preliminary permit is 3 years. FERC has given the initial approvals to begin working with the BLM to develop a plan of development, begin the NEPA process, and develop natural resource and economic data. FERC will lead the project.

Electrical Transmission Development -

ON Line Project: Great Basin Transmission, LLC, a subsidiary of LS Power, and public utility NV Energy are completing construction of the 500 kilovolt electrical transmission line that will extend from the Harry Allen substation north of Las Vegas, Nev., to a substation approximately 6 miles south of Robinson Summit. The project consists of the right-of-way issued for the Great Basin Transmission Line, and the substation and loop-in granted as part of the original One Nevada Line (ON Line) project. The combined projects are now referred to as the ON Line Project.

Construction began in April 2011 near Sunnyside, in Nye County, and continued north and south. Crews are currently constructing access roads and clearing tower pads near Coyote Springs, in Clark County. Tower design issues are being evaluated. Towers are

being assembled on the pads, but not erected. Wire stringing on standing towers has also been suspended. It is anticipated the issue will be corrected and tower erection and wire stringing will resume in late summer or early fall, 2012. The owners expect to complete construction by the end of calendar year 2012.

Trans West Express Project: The proposed 500 kilovolt electrical transmission line would extend from south-central Wyoming, through Colorado and Utah, to southern Nevada. The proposed power line would enter Nevada through the southeast corner of Lincoln County. The BLM Wyoming State Office is the lead office for the project. The administrative review draft Environmental Impact Statement was made available to BLM staff in early February 2012.

Chinook and Zephyr Transmission Lines: The Chinook High Voltage Direct Current (HVDC) Electric Transmission Line Project would originate in Montana and provide 3,000 megawatts (MW) of new transmission capacity to deliver renewable energy from wind generation projects in Montana to major load centers in the southwestern United States. The Zephyr HVDC Electric Transmission Line Project would originate in Wyoming and provide 3,000 MW of new transmission capacity to deliver renewable energy from wind generation projects in Wyoming and Idaho to major load centers in the southwestern U.S. Converter stations would be located in Montana, Idaho and Nevada's Eldorado Valley. Direct Current, or DC, is used to move power over long distances before it is converted to alternating current, or AC, which is used in homes and businesses. Converter stations are the receiving and delivery points for projects to connect. The BLM has yet to receive an application.

Gas pipeline development -

UNEV Pipeline: The Holly Corporation, a Texas-based independent petroleum refiner and marketer, and Utah-based Sinclair Transportation Company have begun construction of the UNEV Pipeline. The 400-mile, 12-inch underground common carrier products pipeline will originate near refineries in North Salt Lake City and ship product from them to a distribution terminal in Iron County, Utah, and a terminal in North Las Vegas. The pipeline will initially have the capacity to carry approximately 62,000 barrels of petroleum products per day. Eventually, however, it will have a daily capacity of up to 118,000 barrels. The BLM issued the final environmental impact statement for the project in May 2010. The record of decision and right-of-way grant were issued in June 2010. Approximately 20 miles of the pipeline will extend across public lands administered by the BLM Caliente Field Office.

Construction of the UNEV pipeline has been completed in Utah, and they are currently constructing in Lincoln and Clark Counties. The project is expected to be completed in spring 2012.

Geothermal Development –

There were no parcels nominated in the March 2011 sale or upcoming January 2012 sale within the Ely District.

Oil & Gas Development –

The 2011 statewide sale was held in September in Elko. Sixty-six of the 106 parcels received bids, for 137, 931 acres of the 215,630 acres offered. Total receipts received were $2,673,900.

The Ely District agreed to take on an additional lease sale in 2012 by accepting 102 nominated parcels in the Ely District for the upcoming June 2012 lease sale. Total acreage for the June 2012 lease sale is 193,000 acres. Twenty-four parcels are affected by the new sage grouse IM 2012-044 and will be deferred until land use plans are updated with the new policy.

The Ely District will also continue to process parcels nominated for the September 2012 lease sale.

Emergent Value Group, LLC, which completed drilling operations in the Pancake Range in February 2011continues to pump water from the well in hopes of being the first oil producing well in White Pine County. The well will be temporarily closed over the winter and reopened in the spring.

WATERSHED ANALYSIS

Public input on the Cave and Lake Valley Watershed Restoration Environmental Assessment being analyzed and responses are being prepared. A final version of the Environmental Assessment is expected by the end of May..

The preliminary environmental assessment for the Meadow Valley Wash North Watershed is out for public comment. The comment period closes on May 25th.

The South Steptoe Watershed Restoration Plan has been appealed and a Petition for Stay filed before the Interior Board of Land Appeals (IBLA) by Western Watersheds Project. The IBLA has denied the stay, but is considering the appeal.

The BLM is preparing a watershed restoration plan for the South Spring and Hamblin Valley watersheds. The preliminary environmental assessment is expected to be released for public comment in fall 2012.

The BLM also expects this fiscal year to release to the public for review the proposed watershed restoration plans for the Beaver Dam Wash and Newark Valley,

The Toquop Wash and Tule Desert watersheds Restoration Plan and Environmental Assessment are expected to go out for public review by May 31st.

The Ely District has completed watershed analysis on seven watersheds, i.e., Antelope, North Antelope, Gleason Creek, North Spring Valley, Smith Valley South Steptoe, and Steptoe A.

FIRE

Fuels Reduction and Restoration –

Overland Wash/Big Wash: The public input period for the proposed Overland Pass/Big Wash Habitat Improvement Project concluded in March 2012. A preliminary EA is expected in July 2012. The project, which would be implemented in the Overland Pass area of the Ruby Mountains, about 55 miles south of Elko and 80 miles northwest of Ely, is a collaborative effort by the BLM Ely District, Humboldt-Toiyabe National Forest, Ruby Mountain Ranger District; and Nevada Department of Wildlife to Nev. The proposed project would provide for vegetative diversity and improve habitat for the greater sage-grouse, mule deer, elk and pronghorn antelope, as well as reduce the risk of catastrophic wildland fire by selectively thinning pinion-pine and juniper from sagebrush communities. Approximately 17,000 acres of the 40,000-acre project area would be treated using manual and mechanical treatment methods, and prescribed fire.

Burnt Canyon Wildland Urban Interface Fuels Reduction Project: The Ely District issued the Decision Record and Finding of No Significant Impact for the pinion-juniper tree thinning project in January 2012. The approximately 190-acre project will be implemented on BLM-administered public lands adjacent to privately owned property in Burnt Canyon, about 20 miles northeast of Pioche, in Lincoln County, Nev. The BLM will treat up to 142 acres of the total project area utilizing hand crews with chain saws or mechanical equipment, such as a feller-buncher. The resulting biomass will be chipped, masticated, or piled and burned at a later date, depending on the treatment method. Seeding would follow. Project implementation is scheduled for the summer or fall of 2012.

Aspen and Sagebrush Steppe Joint Restoration Project with Great Basin National Park: The BLM and Great Basin National Park are in the planning phase of a project aimed at restoring about 1,000 acres of Aspen and sagebrush communities in and around Box Canyon and Kious Basin, in White Pine County, Nev. The collaborative project would combine prescribed fire use with mechanical treatments and be implemented in fall 2012, depending on the weather. Project funding comes from Round 11 of the Southern Nevada Public Land Management Act, or SNPLMA.

North Antelope Thinning Stewardship Project: The approximately 2,153-acre pinion-juniper tree-thinning project, located about 70 miles northeast of Ely, Nev., is nearly 70-percent complete. When finished, the project will reduce the risk of catastrophic wildfire and improve wildlife habitat. The BLM in January used approximately 450 tons of the resulting biomass to stabilize soils and control erosion on public lands located about eight miles east of the project area, which were burned in the 2011Stockade Fire. All remaining biomass will be used by the White Pine County School District as part of the

"Fuels for Schools" program or stored until a user can be located. The BLM seeded the project area in December 2011 with grasses and forbs. The project is scheduled for completion in September 2012.

Woods McCullough Project: The BLM burned approximately 50-percent of the slash piles resulting from the 1,000-acre pinion-juniper tree thinning project, located about 35 miles north of Pioche, Nev. The project, which will improve mule deer and sage grouse habitat, is a cooperative effort by the BLM and Nevada Department of Wildlife. The remaining piles are planned for burning in winter 2012.

Clover Mountain Ponderosa Restoration Stewardship Project: The BLM has terminated the contract for the 60-acre stewardship project, located just south of Caliente, Nev. The project will be completed at a later date depending on funding. The project goal is to protect a ponderosa pine forest from catastrophic wildfire by selectively thinning pinion-juniper.

Sacramento Pass Project: The BLM has burned several slash piles remaining from the 460-acre pinion-juniper tree-thinning project located near Sacramento Pass, about 40 miles east of Ely, Nev. The stewardship project creates a fuel break protecting private property in the area. The remaining slash piles will be chipped this summer and used to de-commission skid trails and landings.

Combs Creek: The project will be implemented when funding becomes available. The project will reduce fuel loading and improve Greater sage-grouse habitat. The project will be located in south Butte Valley, about 10 miles northwest of Ely, Nev. The project calls for the treatment of approximately 4,500 acres of a 23,000-acre project area.

Meloy Stewardship Project: The approximately 300-acre stewardship pinion-pine and juniper tree-thinning project, located about 30 miles north of Pioche, Nev., was completed in March 2012. The project creates a fuel break to protect private property in the Bailey Spring/Meloy Summit area of Lincoln County. The resulting biomass was used as firewood or provided to the White Pine County School District for use in the "Fuels for Schools" program.

Kern Mountain Landscape Restoration Project: The Eastern Nevada Landscape Coalition, or ENLC, has been awarded a stewardship agreement to help BLM thin pinion-juniper and white fir in the Kern Mountains. Pinion-juniper will be thinned on approximately 3,000 acres of the public lands and white fir on about 50 acres. The 15,000-acre project also calls for the use of prescribed fire. The BLM began prescribed fire treatments in summer 2010. Additional burning took place in fall 2011. An additional 600 acres are scheduled to be burned over the next year, weather conditions permitting. When completed, the project will restore natural disturbance regimes and ecological conditions, and improve wildlife habitat.

Clover Mountain: Biomass from the recently completed fuels reduction project near Caliente, Nev., will be sold at competitive auction in late summer 2012. The slash piles were burned this winter. Additional pinion-pine and juniper will be thinned this year.

Pioche and Caselton Wildland Urban Interface Project: The BLM expects in summer 2012 to begin the approximately 11,300-acre Southern Nevada Public Land Management Act-funded project. Project completion is expected within two years. The project will help to protect the Lincoln County, Nevada, communities of Caselton and Pioche from catastrophic wildfire by thinning pinion-juniper and mowing sagebrush on the adjacent public lands.

Cherry Creek Cheatgrass Treatment: The BLM will monitor the approximately 1,400 acres seeded last fall for Cheatgrass infestation and, if necessary, seed again in fall 2012. The project area is located near the community of Cherry Creek, about 30 miles north of Ely, Nev. In September, the BLM applied the herbicide Plateau to reduce or eradicate the Cheatgrass infestation that took hold following the 2005 Cherry Creek Wildland Urban Interface Fuels Reduction Project.

Jakes Valley Sagebrush Restoration Project: The BLM is preparing an environmental assessment for the Jakes Valley Sagebrush Restoration Project. The project goal is to improve or restore sagebrush communities, improve livestock and wildlife habitat, and improve watershed health; while reducing fuel loading by restoring Wyoming sagebrush sites in and around Jakes Wash, about 20 miles west of Ely, Nev. This project is currently on hold.

The BLM would reach the aforementioned goals by mowing up to 2,000 acres of the nearly 2,500-acre project area to create a mosaic that provides for wildlife edge areas. Seeding would be conducted on about 60-percent of the treated area. The seed would be a mix of perennial grasses and forbs. The BLM is coordinating with the livestock permittee on funding and project implementation. The project will help the BLM make progress towards achieving Northeast Great Basin Resource Advisory Council Standards for Rangeland Health, as well as implement the Ely Resource Management Plan. The project would be implemented in 2012 or 2013 when funding is available.

Stonehouse Fuels Reduction and Habitat Improvement Project: The BLM in summer 2012 will continue efforts to thin pinion-juniper and mow sagebrush within the 23,000-acre project area located in north Spring Valley, about 50 miles northeast of Ely, Nev. The project goal is to improve sagebrush communities by selectively removing encroaching pinion-juniper and reseeding with sagebrush species. The BLM is treating between 70 and 80-percent of the total project area. In 2011, the BLM thinned pinion-juniper from about 500 acres and seeded approximately 4,000 acres of the project area, as part of a double chaining that was completed in December. The BLM also completed a second double chaining that thinned pinion-juniper on about 1,500 acres of the project area. The BLM in 2010 treated about 4,000 acres.

Smith Valley Project: The 1,111-acre stewardship project, located about eight miles northwest of Ely, Nev., is scheduled to resume in 2012. The pinion-juniper tree-thinning project is expected to yield approximately 4,500 tons of biomass. About 500 tons of the biomass will be delivered to the White Pine County School District for use in the "Fuels for Schools" program. The remaining biomass was to be delivered to a pellet-producing company in Ely, Nev., but the business has closed.

Cold Springs Project: The BLM expects to award the contract by the end of May 2012 and began work in July 2012. When completed, the project will provide a hazardous fuel break and demonstration area depicting various pinion-juniper thinning densities. The biomass will be made available to the public for firewood.

Emergency Stabilization and Rehabilitation (See Excel spreadsheet)

GROUNDWATER DEVELOPMENT

Lincoln County Land Act Groundwater Development and Utility Rights-of-Way Project: A Record of Decision (ROD) for the Lincoln County Land Act (LCLA) Groundwater Development and Utility Rights-of-Way Project was issued on Jan. 11, 2010. The Lincoln County Water District-proposed project would provide for the development and delivery of groundwater to the Toquop Township north of Mesquite, Nev., as well as the proposed Toquop Energy Project. The volume of water to be transported through the proposed facilities could be up to 24,000 acre feet per year. The Nevada State Engineer (NSE) is responsible for approving or denying water right applications. On February 9, 2010, the Bristlecone Alliance, Center for Biological Diversity and others appealed the ROD citing violations of FLPMA, ESA, NEPA, LCCRDA and the Administrative Procedures Act. In late April, the Center for Biological Diversity took over the appeal case and two of the appellants dropped the appeal. On Jan. 19, 2012 the Interior Board of Land Appeals ruled in BLM favor.

Clark, Lincoln and White Pine Counties Groundwater Development Project: The 120-day public comment period for the Clark, Lincoln and White Pine Counties Groundwater Development and Utility Right-of-Way Project Draft Environmental Impact Statement (EIS) closed on October 11, 2011. Approximately 21,100 comment letters were received (20,500 were form letters).

The BLM action is to either grant or deny the request for rights-of-way across public land. The draft document analyzes a Southern Nevada Water Authority proposal for a system of regional water facilities and pipelines to transport water to the Las Vegas Valley.

The project, as proposed by the Southern Nevada Water Authority, would provide for the development of the first phase (main conveyance pipeline and associated facilities) of a multi-year project which would eventually deliver groundwater from the Spring, Snake, Cave, Dry Lake, and Delamar hydrographic basins to the Las Vegas area. Although water rights, pumping rates, volume of water proposed for transport to the Las Vegas Valley,

and the point of use of water proposed for transport across public land is outside the jurisdiction of the BLM, these issues are included in the EIS. Water rights and pumping rates are under the purview of the Nevada State Engineer. Water distribution and use associated with the importation of water in the Las Vegas Valley are addressed by local and regional planning agencies in accordance with Nevada Revised Statutes.

The draft EIS addresses the construction and operation of a system of regional water facilities which include 306 miles of a buried water pipeline; 323 miles of 230 kilovolt (kV), 69 kV and 25 kV overhead power lines; seven electrical substations; three pressure reducing facilities; five pumping stations; six regulating tanks; a 40 million-gallon-per-day buried storage reservoir; and a 165 million-gallon-per-day water treatment facility.

Whenever possible, the proposed project facilities would be constructed within utility corridors established by the Lincoln County Conservation, Recreation and Development Act of 2004 and the Southern Nevada Public Land Management Act of 1998. An approved right-of-way is contingent on compliance with the requirements of the National Environmental Policy Act. Establishment of the utility corridors has no bearing on water rights.

Water rights applications in Snake, Spring, Cave, Dry Lake, and Delamar valleys are pending with the Nevada State Engineer. The Nevada State Engineer is solely responsible for the adjudication and permitting process to allow the development of those waters. This EIS does not address the permitting or authorization of water rights.

Public comments will be used to develop the final EIS which is currently scheduled for public distribution in July 2012.

Copies of the draft EIS are available from the BLM Nevada State Office, 775-861-6681 or nvgwprojects@blm.gov. An electronic version of the document is available at www.blm.gov/5w5c. Public comments on the draft EIS will be posted at www.blm.gov/5w5c . Contact Information: Penny Woods, BLM Project Manager, P.O. Box 12000, Reno, NV 89520, fax: 775-861-6689, or email: nvgwprojects@blm.gov.

MINERALS

Active Mining Plans –

Pan Mine Project: The BLM is receiving public input on the proposed Pan Mine Project. The public input period concludes on **May 16, 2012.** Public meetings were held this month in Ely, Eureka and Reno. The Midway Gold US-proposed project would be located in White Pine County, Nev., about 50 miles west of Ely. The project would disturb about 3,200 acres of the public lands and consist of an open pit, heap leach pad(s) and waste rock dumps, and ancillary facilities. The BLM is conducting an environmental impact statement (EIS) level of analysis for the proposed project. The BLM selected JBR Environmental Consultants, Inc., as the third-party contractor to prepare the EIS. The project proponent hopes to begin operations in 2014.

Bald Mountain Mine: The BLM is receiving public input on two Barrick Gold Corporation proposals to expand the Bald Mountain Mine, about 70 miles northwest of Ely and 30 miles northeast of Eureka, Nev. The public input period concludes on **May 16, 2012**. Public meetings were held this month in Ely, Eureka, Elko and Reno. Barrick is proposing to consolidate the North Operations Area Project and Casino/Winrock mines into one plan of operations, which would increase the surface disturbance from 9,000 to 14,000 acres and add four new heap leach pads. Barrick is also proposing to consolidate the Alligator Ridge and Yankee mines into one plan of operations, increasing the surface disturbance from 1,000 to 3,600 acres. The BLM is conducting an environmental impact statement (EIS) level of analysis for the proposed expansion(s). The BLM selected AECOM as the third-party contractor to prepare the EIS.

Robinson Mine Project: The BLM and Nevada Division of Environmental Protection (NDEP) are reviewing the bond for the Robinson Mine Project. The project is phase-bonded, which requires that it be updated annually. The mine is expanding the tailings pond and rock disposal areas, though copper prices could influence any expansion plans. NDEP has approved the dewatering of the Ruth Pit, which will be accomplished by a pipeline discharging water into Gleason Creek. The pipeline and recently installed pumping wells in Murry Canyon will more than likely be sufficient to dewater the pit, which will render a partially completed BLM environmental assessment for dewatering the mine unnecessary.

Hogum Mining District: Four small mine operators are currently mining for gold on the slopes of Hogum.

Notices and Exploration Plans –

US Gold is drilling exploration holes in Butte Valley for the Limo Butte Project. US Gold is currently authorized for 50.96 acres of disturbance with future plans of disturbing a total of 88 acres.

Midway Gold is conducting five acres of gold exploration at the Gold Rock Project in southern Newark Valley. Midway in September 2011submitted an Exploration Plan of Operations to increase its authorized exploration disturbance to 130 acres. A third-party contractor is preparing the environmental assessment (EA).

Renaissance Exploration, Inc. is drilling exploration holes in the Pancake Range for the Reef Project. Renaissance Exploration is currently authorized for 3.75 acres of disturbance.

Basin and Range Resources is drilling exploration holes near Green Springs in the White Pine Range for the Cathedral Well Project. Basin and Range Resources is currently authorized for 2.1 acres of disturbance.

Nevada Landscape Coalition partners with the BLM to assist private land owners of CWMAs to access SNPLMA funds to manage weeds. Also, Meadow Valley Wash Phase II is treating tamarisk and other noxious weeds.

Weed Inventory: The District is re-inventorying the northeast portion of the district this year including Deep Creek, Antelope Valley, Snake Valley and part of Spring Valley.

Weed Treatments: Weed treatments of priority noxious weeds continue district wide, primarily alongside roadways and near springs. The district is also treating and reseeding the Railroad Valley Tall Whitetop Project.

RANGELAND MANAGEMENT

The Ely District is experiencing abnormally dry climatic conditions. Long range forecasts predict a likely drought impacting vegetation and water resources. The district has informed livestock permittees that grazing on the public lands may be reduced if a drought develops. The district is inviting the permittees to begin coordination with the BLM on drought contingency plans.

The Ely District continues to fully process and renew term grazing permits (TPRs), complete planning work for new range improvement projects (riparian and/or spring developments, fences, etc.), and process grazing applications and transfers. For FY2012, the district anticipates completing rangeland health assessments on 19 allotments in preparation for the renewal of associated grazing permits. Twenty-four new grazing permits will be issued as a result of these and/or other recently completed evaluations.

RECREATION & TRAVEL MANAGEMENT PLANNING

Travel Management Planning: The Ely District, Schell Field Office has issued the Decision Record and Finding of No Significant Impact for the South Steptoe Travel Management Plan, which designates routes for recreational use in south Steptoe Valley. Route designations consider a wide range of public land uses while managing access to prevent long-term ecological damage. Road designations range from open to limited or closed.

The South Steptoe Travel Management Plan is the result of an extensive public process that included collaboration with White Pine County through the South Steptoe Technical Review Team and White Pine County travel management planning coalition. Coalition members included the City of Ely, hunting and non-hunting wildlife advocates, grazing permittees, motorized and non-motorized recreationists, Native American interests, property owners, the White Pine County Sheriff's Office and members of the general public. The Northeastern Great Basin Resource Advisory Council, which advises BLM on public lands issues, was also represented.

The BLM expects to begin implementing the travel management plan in May 2012. Maps of the travel management planning area are available online at

http://www.blm.gov/nv/. Click on the Ely District map and then click on the South Steptoe Travel Management Plan listed "In the Spotlight." Print versions are available at the BLM Ely District Office, 702 North Industrial Way, in Ely.

Silver State Trail, White Pine County Study: The Ely District has rescinded its October 2011 Decision Record determining the feasibility of the Silver State Off-Highway Vehicle (OHV) Trail System in White Pine County to provide the county and the public additional opportunities to participate in the process. Future public participation opportunities will be coordinated and hosted by White Pine County. The additional review is expected to be completed no later than Dec. 31, 2012.

The rescinded decision had identified the preferred route for the Silver State OHV Trail as a result of a feasibility study conducted in accordance with the White Pine County Conservation, Recreation, and Development Act (WPCCRDA), which directs the BLM to prepare a study of existing motorized vehicle routes in White Pine County in an effort to extend the Lincoln County Silver State OHV Trail, provided the selected route(s) do not result in significant negative impacts to wildlife, natural or cultural resources, or traditional uses.

The preferred route consisted of 334 miles of existing roads and trails, and extended from Lincoln County northward to Elko County with a spur westward to Eureka County. The route was located primary on public and Humboldt-Toiyabe National Forest, Ely Ranger District lands.

The Silver State OHV Trail currently extends from near Caliente, in Lincoln County, Nev., northward to near the White Pine County line, about 45 miles south of Ely.

Special Recreation Permits: The Ely District in fiscal year 2012 will administer approximately 43 special recreation permits (SRPs)., which includes approximately 25 permit renewals for outfitters and guides that are scheduled to be completed by August 1, 2012.

WILDERNESS

Wilderness Plans: The BLM is implementing site-specific actions identified in the Clover Mountains and Tunnel Spring Wilderness Management Plan and the Worthington Mountains and Weepah Spring Wilderness Management Plan.

The 45-day public comment period on the Management Plan and Draft Environmental Assessment (EA) for the Highland Ridge, Mount Grafton, South Egan Range and Far South Egans Wilderness Areas concluded in October 2011. The final wilderness management plan (WMP) and environmental assessment (EA) are expected in summer/fall 2012.

The State Cadastral Survey Team is posting wilderness boundaries with brass caps. Nine of the Lincoln County Wilderness areas have been completed. The remaining five are scheduled for completion by April 2012.

Restoration Activities: The BLM is planning restoration activities for disturbances in wilderness in coordination with volunteer groups and local partners for summer 2012.

Lands with Wilderness Character: The BLM has been performing inventory updates for Lands with Wilderness Character on a project by project basis.

YUCCA MOUNTAIN RAIL CORRIDOR

In 2008, the Department of Energy (DOE) filed an application for rights-of-way to construct and operate a railroad for the purpose of transporting spent nuclear fuel and high level nuclear waste to a repository to be located at Yucca Mountain, about 100 miles northwest of Las Vegas, Nev. The approximately 333-mile-long rail line would tie into an existing rail line near Caliente, Nev., and extend westward to Goldfield before turning south toward the proposed repository.

In 2010, the Secretary of Energy announced that the DOE would be withdrawing their application to construct the Yucca Mountain Repository from the Nuclear Regulatory Commission (NRC), and would in-turn withdraw their ROW application from the BLM. In March, 2010, the DOE formally requested the Yucca Mountain Repository application be returned from the NRC. Several lawsuits were filed as a result, alleging the DOE lacked the authority to withdraw the application since the Yucca Mountain Repository is codified in law. No letter has been received by BLM to date withdrawing the application for the railroad ROW.

In 2005, acting on a request from the Department of Energy, the Secretary of the Interior issued a public land order withdrawing all public lands located within a half-mile of the proposed rail line from mineral entry for 10 years.

SPECIAL LEGISLATION

Southern Nevada Public Land Management Act (SNPLMA): The open period for Round 13 closed Nov. 10, 2011. Nominations will be reviewed by the Sub-Groups in February at which time a preliminary recommendation for funding will be forwarded to the Partners Working Group in April 2012. A public comment period is open from May 7th though June 20, 2012 for the preliminary recommendation. The Executive Committee will review the nominations for Round 13 in June. A recommendation for funding ~~was~~ will be forwarded to Secretary of the Interior Ken Salazar in July.

Lincoln County Archaeological Initiative (LCAI): Round 5 of LCAI closed on October 31, 2011. The Nevada State Director approved funding for eight proposals in April of 2012 for $922,000. Contract awards are pending.

Priorities for Round 6 are now being developed. The Archaeological Resources Team (ART) developed draft priorities at the end of April. We are now accepting public comments on the draft priorities through May. These priorities will then be reviewed by the Partners Working Group and the Executive Committee in June and July. A Solicitation for Proposals for Round 6 will be advertised in September and October.

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Contact Chris Hanefeld, BLM Ely District public affairs specialist, at (775) 289-1842 or chris_hanefeld@nv.blm.gov for more information on these and other projects/programs in the BLM Ely District.

	A	B	C	D	E	F	G	J	K
1	**Energy Projects - Ely District Office**							5/14/2012	
2	**Lead Office**	**WBS**	**Project Name**	**Proponent**	**Type**	**Case File#**	**Project Mgr**	**Status**	
3	Schell	LVRWF09F8780	Spring Valley Wind	Spring Valley Wind, LLC	Wind	N-84148	J Raiford	Court action complete - stipulated out. Construction of the turbines ongoing	
4	Egan		SWIP South	Great Basin Transmission, LLC	Transmission	N-49781	M Dwyer/ B Linne	ROW issued, NTP issued, Construction ongoing	
5	Egan		SWIP North	Great Basin Transmission, LLC	Transmission	N-49781	Elko	ROW issued	
6	Schell	LVRWF1000810	Wilson Creek (Wilson Table)	Wilson Creek Wind	Wind	N-83880	D Netcher	NV Wind has submitted information requested. Reviewing material for adequacy and response letters will be sent out soon!	
7			Wilson Creek (White Rock)			N-84477			
8			Wilson Creek (Atlanta Summit)			N-84476			
9	Egan	LVRWF1000790	Antelope	APEX Wind	Wind	N-77475	Netcher/ Dwyer	New POD received on Friday 12/16/2011. Pre application meeting completed April 11 and 12, 2012. Updated application and POD expected in the fall 2012.	
10			North Egan			N-82754			
11			Cherry Creek			N-77698			
12			Robison Summit			N-80357			
13	Schell		Schell Creek			N-79631			
14	Schell	LVRWF1000830	Hamblin Valley Wind	Wasatch Wind	Wind	N-88325	G Tibbetts	Monitoring - approved, new request for met tower and expansion of the project area - Have requested a meeting in the fall of 2012 to discuss the project.	
15	Schell		White Pine Pumped Storage	Gridflex Energy, LLC	Hydro- electric	N88779	B Linnell	Land withdrawn from surface entry. It is a FERC project which has issued a preliminary permit.	
16	Caliente		TransWest Express	National Grid Transmission Services Corp.	Transmission	N-86732	Wyoming	Wyoming has project lead. DOI Rapid Response Team assigned	
17	Caliente		Toquop Energy	Vidler	Natural Gas	N77484	M Dwyer	NTP expected in 90 days, Sithe Global has pulled out and Vidler is the current developer.	
18	Caliente		LCLA Transmission (Flat Top Mesa)	Sithe Global	Transmission	N88959	M Dwyer	On Hold per company request	
19	Egan		ON Line	NV Energy	Transmission	N-82076	M Dwyer	ROD issued, Grants issued, building substation only	
20	Caliente	LVRWF0900360	Pahroc Solar Project	Solar Reserve, LLC	Solar	N-86350		On hold per applicant	
21	Schell		Horse Corral Pass	Windlabs	Wind	N-86795	B Linnell	Anemometers being removed and right-of-way relinquished.	
22	Schell		Blackhorse Wind	NextEra Energy	Wind	N-83543	B Linnell	Anemometers being removed and right-of-way relinquished.	
23	Caliente		Gateway South	PacificCorp	Transmission	N-86734		Phase 2 will not be developed and no action from Nevada needed	
24	Egan		ENXCO	ENXCO	Wind	N-83261	S Trujillo	Met towers removed, case file closed.	
25	Egan		Power Partners	Power Partners	Wind	N-82424	S Trujillo	Met towers removed, case file closed.	
26	Schell		Muleshoe Valley	Windlabs	Wind	N-87298		Met towers removed, case file closed.	
27	Schell		Invenergy	Invenergy	Wind	N-82631		Met towers removed, case file closed.	
28									
29	NOI = Notice of Intent			Green - Approved under construction				NTP = Notice to Proceed	
30	EA = Environmental Assessment			Black - Active				CX = Categorical Exclusion	
31	POD = Plan of Development			Blue - Power lines/ Dwyer				DR = Decision Record	
32	ROW = Right-of-way			Brown - Inactive				CIC = Compliance inspection contract	
33	ROD = Record of Decision			Red - Closed					
34									

Fire Year	Fire Name	BLM acres burned	Treatment	Completion Date	Notes/ Comments
2011	Jumbo	1,738	Constructed 1.5 miles of temporary fence	Mar. 2012	
			Aerial herbicide application on 1800 acres (Plateau)	Feb-Mar. 2012	
			Aerial seed 1619 acres		Scheduled to be completed in the fall of 2012
			Treatment effectiveness monitoring		Scheduled to be completed in the summer of 2012
2011	Santa Clara	460	Constructed approximately 4 miles of temporary fence	Jan. 2012	
			Aerially seeded 409 acres	Jan. 2012	
			Aerial herbicide application on 749 acres (Plateau)	Feb. 2012	
			Hand seed locally harvested seed		Scheduled to be completed in the fall of 2012
			Hand Plant native grass plugs in "islands" within the burn		Scheduled to be completed in the fall of 2012
			Noxious and invasive species monitoring		Scheduled to be completed in the summer of 2012
			Treatment effectiveness monitoring		Scheduled to be completed in the summer of 2012
2011	Stockade	386	Aerially seeded 334 acres	Dec. 2011	
			Aerially applied wood mulch on 121 acres	Jan 2012	
			Hand planted Antelope Bitterbrush on 30 acres	Nov. 2011	
			Straw Wattle installation on steep slopes	Nov. 2011	
			Constucted 3 miles of fence	Dec. 2011	
			Noxious and invasive species monitoring		Scheduled to be completed in the summer of 2012
			Treatment effectiveness monitoring		Scheduled to be completed in the summer of 2012
			Noxious and invasive species monitoring		Scheduled to be completed in the summer of 2012
			Treatment effectiveness monitoring		Scheduled to be completed in the summer of 2012
2011	Vigo	11,095	Aerially seeded 1020 acres in Wilderness	Jan. 2012	
			Aerial herbicide application on 200 acres (Plateau)	Feb. 2012	
			Shrub planting (in coordination with NDOW)		Scheduled to be completed in the fall of 2013
			Treatment effectiveness monitoring		Scheduled to be completed in the summer of 2012
2010	Ryegrass	190	Hand planted Antelope Bitterbrush on 10 acres	Nov. 2011	
			Hand planted Antelope Bitterbrush on 7.3 acres	Apr. 2012	
			Treatment effectiveness monitoring		Scheduled to be completed in the summer of 2012
2010	Mail	56	Treatment effectivenss monitoring		Scheduled to be completed in the summer of 2012

2009	Sams	786	Treatment effectivenss monitoring		Scheduled to be completed in the summer of 2012
2009	Sawmill	307	Hand plant Ponderosa Pine seedlings on 229 acres		Scheduled to be completed in the spring of 2012
			Treatment effectivenss monitoring		Scheduled to be completed in the summer of 2012
2009	Quaking Aspen	274	Treatment effectivenss monitoring		Scheduled to be completed in the summer of 2012
2009	Upper Springs	99	Treatment effectivenss monitoring		Scheduled to be completed in the summer of 2012

ELY DISTRICT OFFICE
LAND ACTIONS
FY12

	Case File #	PROJECT NAME FY12	COUNTY	CONTACT				
DISTRICT PRIORITIES	N-82685	Mt Wilson Roads	Lincoln	Brenda				
	N-87411	Wilson Creek Power Partners, Wind Generation Project	Lincoln	Netcher/Linnell				
	N-83880	Wilson Creek Wind (Table Mtn) Renewa	Lincoln	Netcher/Linnell				
	N-88325	Wasatch/Hamblin Valley Wind Amendm	White Pine	Brenda				
	N-56170	Sacramento Pass Recreation Site withdrawal renewal	White Pine	Elena				
	N-0054592	FS- Baker Admin Site withdrawal renewal	White Pine	Elena				
	N-46203	Great Basin National Park withdrawal renewal	White Pine	Elena				
	N-56171	Pony Springs Fire Station withdrawal renewal (5-17-2014) issue ROW ?	Lincoln	Elena				
	N-86610	NDOW Steptoe Valley PL 109-432	White Pine	Cindy				
FERC	N-88779	Gridflex Hydro-Electric pump storage	White Pine	Brenda				
	N-88271	Parsons access road (Duck Creek)	White Pine	Elena				
	N-88397	Hidden Canyon Ranch Comm Site	White Pine	Elena				
	N-65760	WPC School District (Pleaseant Valley) close	White Pine	Alicia				
	N-87962	Nancy Baker Access Road	White Pine	Elena				
	N-89495	B. Enterprises - ROW test well (Gardner)	White Pine	Elena				
	N-87963	Aircell - Mt. Wilson Comm Site	Lincoln	RS/Alicia				
	NVCC 21275	Assignment from El Tejon to SNWA	White Pine	Alicia				
	N-40980	Assignment from El Tejon to SNWA	White Pine	Alicia				
	N-89404	Assignment from Huntsman to SNWA	White Pine	Alicia				
	N-90689	Ely Shoshone Tribe Pipeline	White Pine	Elena				
	N-90688	SNWA Access Road (Phillips Ranch)	White Pine	Alicia				

SCHELL OFFICE

ELY DISTRICT OFFICE
LAND ACTIONS
FY12

		Communication Site Plan (Highland)	White Pine	Alicia				
	N-90687	SNWA Drycreek Pipeline bypass	White Pine	Alicia				
	N-60285	Colleen Ruesch - Partial Relinquishment	White Pine	Alicia				
	N-56064	Richard & RaLeene Makley - Assignment	White Pine	Alicia				
	N-87396	Reck Brothers Access Road on hold	White Pine	Alicia				
	N-84618	SNWA Geotech. Studies (bore holes) on hold	Lincoln					
	N-	BLM Seed Warehouse	White Pine	Brenda				
	N-46822	Nevada Bell amendment Spring Valley Copper Cable Installation	White Pine	Elena				
	N-	Nevada Bell radio equipment Spring Valley	White Pine	Brenda				
	N-83217	Desert Research Institute (Spring Valley) amendment	White Pine	Elena				
	N-88051	UNLV (Spring Valley) amendment	White Pine	Elena				
	N-88183	UNLV (Spring Valley) amendment	White Pine	Elena				
	N-22494	NDOT amendment-increase size of gravel pit	White Pine	Elena				
	N-91031	Nevada Bell new tower in Spring Valley for radio svc to Vogler	White Pine	Elena				
11/4/2011	N-33374	Lincoln County Telephone renewal	Lincoln	Alicia				
12/31/2011	N-84477	Wilson Creek Wind LLC (Whiterock) renewal	Lincoln	Alicia				
12/31/2011	N-84476	Wilson Creek Wind LLC (Atlanta) renew	Lincoln	Alicia				
12/31/2011	N-83543	Boulevard Assoc (Spring Valley) close	White Pine	Brenda				
12/31/2011	N-77475	Cherry Creek Wind (Antelope) close	White Pine	Stephanie				
1/19/2012	N-30836	NDOT Road renewal	White Pine	Alicia				
3/14/2012	N-33057	WP County road (Mosier area) renewal	White Pine	Alicia				
3/16/2012	N-33375	Lincoln County Telephone renewal	Lincoln	Alicia				
6/27/2012	N-36569	Lincoln County Telephone renewal	Lincoln	Alicia				
6/27/2012	N-35599	Lincoln County Telephone (Atlanta) rene	Lincoln	Alicia				
8/12/2012	N-35515	Mt Wheeler Power renewal	White Pine	Alicia				
8/31/2012	N-36607	Lincoln County Telephone (N Pioche) renewal	Lincoln	Alicia				

RENEWALS

SCHELL OFFICE

ELY DISTRICT OFFICE
LAND ACTIONS
FY12

9/8/2012	N-45224	WP County road (Baker area) renewal	White Pine	Alicia				
9/27/2009	N-17524	SBC/NV Bell renewal (Osborn Ranch)	White Pine	Alicia				
12/15/2008	N-62795	Levin Stone renewal	White Pine	Alicia				
9/21/2012	N-56320	BLM road (#4030) renewal	White Pine	Alicia				
9/21/2012	N-56319	BLM road renewal	White Pine	Alicia				
8/21/2012	N-52943	AF HAMOT renewal Kern Mtn	White Pine	Alicia				
8/21/2012	N-52944	AF HAMOT renewal Kern Mtn	White Pine	Alicia				
8/21/2012	N-52945	AF HAMOT renewal Kern Mtn	White Pine	Alicia				
	N-60285	Colleen Ruesch - Renewal Compliance	White Pine	Alicia				
	N-07722	Forest Service road ROW compliance	White Pine	Alicia				
	N-07759	Forest Service road ROW compliance	White Pine	Alicia				
	N-07761	Forest Service road ROW compliance	White Pine	Alicia				
COMPLIANCE	N-07770	Forest Service road ROW compliance	White Pine	Alicia				
	N-07779	Forest Service road ROW compliance	White Pine	Alicia				
	N-07787	Forest Service road ROW compliance	White Pine	Alicia				
	N-07794	Forest Service road ROW compliance	White Pine	Alicia				
	N-84217	SNWA compliance (Dry Lk Vlly, Hydro wells) FY 2012	White Pine	Alicia				
	N-90418	SNWA Swallow Canyon compliance	White Pine	Alicia				
	N-05487	Scow Clinton Gardner compliance FY 2012	White Pine	Alicia				
	N-5697	FS compliance (road)	White Pine	Alicia				
	N-29249	NDOT road compliance	White Pine	Alicia				
	N-44974	NDOT road compliance	White Pine	Alicia				
	N-62069	Mt Wheeler Power compliance	White Pine	Alicia				
	N-62177	Mt Wheeler Power compliance	White Pine	Alicia				

SCHELL OFFICE

ELY DISTRICT OFFICE
LAND ACTIONS
FY12

COMPLETED	N-55015	BLM Kern Mtn Comm Site - ROW Renewed 11/10/11	White Pine	Alicia				
	N-82036	Earthscope US Array - Closed 11/28/11	Lincoln	Alicia				
	N-82036	Earthscope US Array - Compliance	Lincoln	Alicia				
	N-83862	ANTC - Geyser Withdrawn 11/28/11	White Pine	Alicia				
	N-83863	ANTC - Forty Mile Withdrawn 11/28/11	White Pine	Alicia				
	N-83865	ANTC - Connors Withdrawn 11/28/11	White Pine	Alicia				
	N-90115	Gordon Roeder Film Permit - Closed	White Pine/Lincoln	Alicia				
	N-86795	Windlab Developments USA - Compliance	Lincoln	Alicia				
	N-86795	Windlab Developments USA - Relinquished 11/29/11	Lincoln	Alicia				
	N-54889	BLM recreation renewal (Meadow Valley) - Renewed 12/13/11	Lincoln	Alicia				
	N-6865	Nevada Bell Amendment (SVW)	White Pine	Brenda				
	N-90158	Nevada Bell (Spring Valley Wind)	White Pine	Brenda				
	N-90159	Nevada Bell (Spring Valley Wind)	White Pine	Brenda				
	N-90363	Nevada Bell (Spring Valley Wind)	White Pine	Brenda				
	N-90362	AT&T (Spring Valley Wind)	White Pine	Brenda				
	N-89499	LDS Church pipeline	White Pine	Brenda				
	N-90418	SNWA Swallow Canyon Diversion Struc	White Pine	Alicia				
	N-83565	Rich Koehler - Close	White Pine	Alicia				
	N-26908	Wayne & Ruby Lister renewal (transmission line) Renewed 1/6/12.	Lincoln	Alicia				
	N-53455	SBC/NV Bell (NV/UT Border)Renewed 1/6/12.	White Pine	Alicia				
	N-54888	BLM Cleve Creek Rec Site - Compliance 1/11/12.	White Pine	Alicia (Gene M.)				
	N-55017	BLM Grass Valley Road - Compliance 1/11/12.	White Pine	Alicia (Gene M.)				
	N-5314	Mt. Wheeler Power partial assignment to Sierra Pacific Power (Gonder substation). Assigned 1/23/12.	White Pine	Alicia				
	N-66394	AT&T partial assign to Sierra Pacific Power	Varies	Brenda				

SCHELL OFFICE

ELY DISTRICT OFFICE
LAND ACTIONS
FY12

	N-76179	Sierra Pacific Power partial assign to AT&T	varies	Brenda				
	N-090159	Amendment Nevada Bell Spring Valley	White Pine	Brenda				
	N-5685	Mt. Wheeler Power Amendment (SVW	White Pine	Brenda				
	N-86570	Spring Valley Wind amend to remove project area	White Pine	Brenda				
	N-90159	Nevada Bell Amendment	White Pine	Stephanie				
	N-90695	Cherry Creek Wind (Antelope) new-offered	White Pine	Stephanie				
	N-83217	Desert Research Institute (Spring Valley) renewed 3/9/12	White Pine	Alicia/Brenda				
	N-83217	Desert Research Institute (Spring Valley) compliance 12/21/11	White Pine	Alicia				

SCHELL OFFICE

ELY DISTRICT OFFICE
LAND ACTIONS
FY 2012

	Case File #	PROJECT NAME FY12	COUNTY	CONTACT
DISTRICT PRIORITIES	N-49781	SWIP North 500 kV	White Pine	Doris/Steph
	N-82076	ON Line [illegible]	White Pine/Nye/Clark/Lincoln	Stephanie
	N-17924	Mt. Wheeler amendment transmission line (Pescio)	White Pine	Stephanie
	N-88201	Ely Wind Mtn (Generation Facility)	White Pine	Netcher/Dwyer
	N-82754	Cherry Crk Wind (N.Egan) Amendment	White Pine	Stephanie
	N-89247	Cherry Creek Wind-Cherry Creek Project (Elko County) [illegible]	White Pine	Stephanie
	N-57060	Gap Mtn. Recreation Site withdrawal close (1-10-2016)	White Pine	Stephanie
	N-0045154	Air Force Kimberly Peak withdrawal close (3-21-2016)	White Pine	Stephanie
	N-76648	Duckwater Tribe Reservation Expansion Proposal	Nye/White Pine	Doris/Steph
	Pending	Mt. Wheeler-Pan Mine upgrade	White Pine/Eureka	Stephanie
	Nev-65119	Mt. Wheeler Power upgrade (Preston-White River)	White Pine	Stephanie
	N-89450	Steve Auch Pipeline (Strawberry)	White Pine	Stephanie
	N-89508	Sierra Pacific Power Amendment (RSS)	White Pine	Stephanie
	Pending	Chinook-Zephyr HVDC Transmission Lines	White Pine/Lincoln/Nye	Doris/Steph
	N-90642	Midway Gold Access Road (Newark)	White Pine	Stephanie
	Pending	NDOT jurisdictional transfer (Strawberry pipeline)	White Pine	Alicia

EGAN OFFICE

ELY DISTRICT OFFICE
LAND ACTIONS
FY 2012

	N-22245	NDOT material site relinquishment (Cherry Creek)	White Pine	Stephanie
	CC-23085	NDOT material site relinquishment (Cherry Creek) PROJ 19	White Pine	Stephanie
	Nev-05890	NDOT material site relinquishment (Strawberry) SR892 WP1.21	White Pine	Stephanie
	N-37740	Smith Radio & TV assignment	White Pine	Alicia
	N-86766	Stanford Geophysics Dept - Closure	White Pine	Alicia
12/31/2011	N-60724	UNAVCO renewal (Smith Valley)	White Pine	Alicia
12/31/2012	N-76269	Mt Wheeler Power (Squaw peak) Comm site renewal	White Pine	Alicia
3/18/2012	N-17924	Mt Wheeler Power renewal	White Pine	Stephanie
8/12/2012	N-35513	Mt Wheeler Power renewal	White Pine	Alicia
6/21/2012	N-58254	SBC/NV Bell (Railroad Valley) renewal	Nye	Alicia
12/25/2011	N-54224	WP County Emergency Mngt (Squaw Peak) Comm site renewal	White Pine	Alicia
9/27/2012	N-56342	BLM road (#4003) renewal	White Pine	Alicia
9/28/2012	N-56341	BLM road (#4000) renewal	White Pine	Alicia
	N-25091	COE Hamot compliance (Goshute Mtns)	White Pine	Stephanie
	N-66394	AT&T fiber optic Reno-Spanish Fk UT compliance	White Pine	Stephanie
	N-41039	Coates Broadcasting compliance	White Pine	Stephanie
	CC-23185	SBC/NV Bell compliance	White Pine/Eureka	Stephanie
	N-66289	SBC/NV Bell compliance	White Pine	Stephanie
	N-66758	SBC/NV Bell compliance	Nye	Stephanie
	N-78031	NDOIT compliance Cherry Crk	White Pine	Stephanie
	N-01931	NDOT material site compliance	White Pine	Stephanie
	N-63856	Mt. Wheeler Power compliance	White Pine	Stephanie
	N-6920	SBC/NV Bell compliance	White Pine	Stephanie
	N-58634	SBC/NV Bell compliance	White Pine	Stephanie
	N-5533	SBC/NV Bell compliance	White Pine	Stephanie
	N-48145	SBC/NV Bell compliance	White Pine	Stephanie
	N-45076	NDOT road compliance	White Pine	Stephanie

RENEWALS

COMPLIANCE

EGAN OFFICE

ELY DISTRICT OFFICE
LAND ACTIONS
FY 2012

	N-7652	Mt. Wheeler Power compliance	Nye	Stephanie
	N-90053	Bald Mtn Mine Comm Site	White Pine	Stephanie
COMPLETED	N-88556	Nye County Transfer Station (Sunnyside) withdrawn/closed	Nye	Stephanie
	N-83864	ANTC Squaw Peak, Comm site relinquishment	White Pine	Alicia
	N-84557	Sierra Pacific Power Co. (butte valley) - closed 12/13/11	White Pine	Alicia
	N-62755	Jeremy Hussey road close	White Pine	Alicia
	N-64922	Mt Wheeler Power compliance	White Pine	Stephanie
	N-89754	Little Bald Mtn Comm Site (Bald Mtn Mine) issued	White Pine	Stephanie
	N-90112	Steve Bruener access road issued 1/26/12	White Pine	Alicia
2/11/2011	N-66758	SBC/NV Bell Renewal fiber optic ely-sunnyside) renewed	White Pine	Stephanie
	N-90798	Midway Gold Monitoring Wells issued	White Pine	Stephanie
	N-90694	Mt Wheeler (Scoppetone property) offered	White Pine	Stephanie
	N-91120	Mt Wheeler amendment w/ FS (Ward Mtn Campground) offered	White Pine	Stephanie

EGAN OFFICE

ELY DISTRICT OFFICE
LANDS ACTIONS
FY12

	Case File #	PROJECT NAME FY12	COUNTY	CONTACT			
	N-77484	Toquop Energy Power Project	Lincoln	Brenda/Ty			
	Pending	Morley Wilson ROW	Lincoln	Ty			
	N-39458	Meadow Valley Wash Elgin-Rox Road FY 2012	Lincoln	Brenda			
	N-86732	TransWest Express Transmission Project FY 2012	Lincoln	Dwyer			
DISTRICT PRIORITIES	N-12095	Lincoln County Telephone System (Dry Vlly - Rose Valley) Amendment	Lincoln	Ty			
	N-87360	Lincoln County Telephone - Lyman Crossing	Lincoln	Ty			
	N-85482	Lincoln County Pwer District, NTTR Transmission Line (Tikaboo) ROW/Easement FY 2013	Lincoln	Ty			
	Various	Lincoln County Transfer Stations R&PP Patent FY 2012	Lincoln & Schell	Ty			
	N-88768	Lincoln County Road - Oak Well Road trespass settlement	Lincoln	Victoria/Clint			
	N-57922	Air Force withdrawal (Groom Mtn) 11/06/2011 close	Lincoln	Ty			
	N-48831	Aerojet Exchange withdrawal (Ely, CC, LV)	Lincon	Ty			
	N-62570	Ash Springs withdrawal (issue ROW)	Lincoln	Ty			
	N-77880	Caliente Rail Corridor (Egan, Schell, Caliente) withdrawal	White Pine/Lincoln/Nye	Ty			
	N-88959	Sithe Global (Flat Top Mesa Solar Transmission)	Lincoln	Dwyer/Ty			
	N-86350	Solar Reserve	Lincoln				
	N-74959	Lincoln County Telephone Hwy 93 crossing (Pahranagant)	Lincoln	Ty			
	Nev-58088	NDOT Mineral Mat. Expansion	Lincoln	Ty			
	TBD	NDOT Mineral Mat. Expansion	Lincoln	Ty			
	N-83620	ANTC Lower Parahnagat Comm. Site	Lincoln	Schell RS			
	N-89429	LCPD #1 - Delamar Substation (Tikaboo)	Lincoln	Ty			

CALIENTE OFFICE

ELY DISTRICT OFFICE
LANDS ACTIONS
FY12

	N-83154	Moapa Valley Water - Wells	Lincoln	Ty			
		Olson Unintentional Trespass - Ursine	Lincoln	Ty			
	N-61635	FAA - Abandoned Navigation facility	Lincoln	Ty			
	N-62873	Matthews DLE	Lincoln	Ty			
	N-78268	Pearson DLE	Lincoln	Ty			
		Lincoln County Road realignment - Delmue Ranch Rd.	Lincoln	Ty			
	N-52551	Lincoln County Road Dept amendment	Lincoln	Ty			
	N-089371	Crystal Wash Trespass	Lincoln	Ty			
		Thorley Well Unintentional Trespass	Lincoln	Ty			
	Pending	Lincoln County Transfer Stations	Lincoln	Ty			
	N-60558	CBL Investments assignment (Highland)	Lincoln	Stephanie			
	N-90313	Stewart Agricultural Permit	Lincoln	Ty			
		Communication Site Plan (Caliente)	Lincoln	Michelle			
1/24/2012	N-25629	Lincoln County Commissioners (Delamar) renewal	Lincoln	Michelle			
1/24/2012	N-25628	Lincoln County Commissioners (Pahranagat)	Lincoln	Michelle			
4/26/2012	N-34692	Lincoln County Road renewal	Lincoln/Nye	Ty			
5/16/2012	N-09783	WP TV District comm site renewal	Lincoln	Michelle			
6/1/2012	N-34828	Lincoln County Road renewal	Lincoln	Ty			
6/15/2011	N-32028	Lincoln County Road renewal	Lincoln	Ty			
	N-32248	Lincoln County Road renewal (Dry Lake)	Lincoln	Ty			
6/28/2012	NVCC-17435	Lincoln County Power District (Highland Pk) renewal	Lincoln	Michelle			
7/29/2012	N-29784	Lincoln County Power District (Caliente) renewal	Lincoln	Michelle			
9/19/2012	N-35536	Lincoln County Commissioners (Mail summit Road realignment) renewal	Lincoln	Ty			
4/25/2012	N-26442-01	Lincoln County Commrs. (Alamo) Renewal (Patent) 20 acres	Lincoln	Ty			
11/18/2011	N-32931	Lincoln County Telephone renewal	Lincoln	Ty			
6/25/2009	N-37874-01	City of Caliente, R&PP Caliente landfill (55 acres) renewal (patent)	Lincoln	Ty			
4/2/2011	N-42722	Nellis AFB renewal (Blk Mtn)	Lincoln	Stephanie			
4/2/2011	N-42723	Nellis AFB renewal (Gap Peak)	Lincoln	Stephanie			
4/2/2011	N-42724	Nellis AFB renewal (Delamar)	Lincoln	Stephanie			

CALIENTE OFFICE

ELY DISTRICT OFFICE
LANDS ACTIONS
FY12

4/2/2011	N-42725	Nellis AFB renewal (Leith Pk)	Lincoln	Stephanie			
	N-84554	NV Energy Pahranagat Comm Site Amendment	Lincoln	Brenda			
	N-88977	Lincoln County Water District (Coal and Garden Valley) AMENDMENT	Lincoln	Michelle			
	[redacted]	[redacted]	Lincoln	Michelle			
	N-32933	Lincoln County Telephone Compliance	Lincoln	Michelle			
	N-88803	LCWD/Vidler Kane Springs Valley, Grant Issued	Lincoln	Michelle			
	N-90054	Carters Hunter Services Film Permit (Close Casefile)	Lincoln	Michelle			
	N-52889	Clark Cty Reg Flood compliance	Lincoln	Michelle			
	N-42722	Nellis AFB compliance (Blk Mtn)	Lincoln	Stephanie			
	N-42723	Nellis AFB compliance (Gap Peak)	Lincoln	Stephanie			
	N-42724	Nellis AFB compliance (Delamar)	Lincoln	Stephanie			
	N-42725	Nellis AFB compliance (Leith Pk)	Lincoln	Stephanie			
COMPLETED	N-51575	BLM Toquop Wash RAW station close	Lincoln	Michelle			
	N-29398	Lincoln County Telephone Renewal ROW Renewed	Lincoln	Michelle			
	N-32933	Lincoln County Telephone renewal ROW Renewed	Lincoln	Michelle			
	N-29398	Lincoln County Telephone Compliance	Lincoln	Michelle			
	N-29628	Lincoln County Commissioners Compliance (Pahranagate Site) compliance indicated a notice of noncompliance	Lincoln	Michelle			
	N-29629	Lincoln County Commissioners Compliance (Delmar Site) Compliance indicated a notice of noncompliance	Lincoln	Michelle			
	N-80389	ANTC - Relinquished 11/30/11	Lincoln	Alicia			
	N-80390	ANTC - Relinquished 11/30/11	Lincoln	Alicia			
	N-81524	ANTC - Relinquished 11/30/11	Lincoln	Alicia			
	N-84558	Sierra Pacific Power Co. (white river) - Closed 12/13/11	White Pine	Alicia			
	N-34734	Panaca Farmstead pipeline & reservoir renewal	Lincoln	Michelle			
	No File #	Boeings Casual Use Permit	Lincoln	Michelle			

CALIENTE OFFICE

ELY DISTRICT OFFICE
LANDS ACTIONS
FY12

	N-90664	Lucas Oil Film Permit	Lincoln	Michelle			
	N-26753	Alamo Sewer and Water renewal - Amended & Renewed	Lincoln	Michelle			
	N-86157	Lincoln County Water District (Clover Valley) renewal - Renewed	Lincoln	Michelle			

CALIENTE OFFICE

Ely Distict Office
Lands Actions
FY 2012

Case File #	PROJECT NAME	COUNTY	CONTACT
N-86209	LCCRDA direct sale of 40 acre parcel near Rachel, NV (Steve Medlin) (NSO mailed NORA package to WO by Fed-Ex on 11/4/11. Rec'd at WO on 11/8/11 for publication in the Federal Register.)	Lincoln	Longinetti
N-87744	WPCCRDA sale (Mosier Canyon) 40 acre acre parcels north of Ely off McGill Hwy. Modified competitive sale. NORA package e-mailed to NSO on 9/27/11. NSO requested the NORA be revised due to mineral issues. NORA was resubmitted on 5/8/12. NSO will then forward to WO for publication in the Federal Register.)	White Pine	Longinetti
N-89521	WPCCRDA sale (Mosier Canyon) 40 acre parcel north of Ely off McGill Hwy. Competitive sale. NORA package e-mailed to NSO on 9/27/11. NSO requested the NORA be revised due to mineral issues. NORA was resubmitted on 5/8/12. NSO will then forward to WO for publication in the Federal Register.)	White Pine	Longinetti
N-86674	LCCRDA sale (Camp Valley) of 26.39 acres northeast of Caliente. Modified competitive sale. (NORA package e-mailed to NSO on 11/22/11. NSO to forward to WO for publication in the Federal Register.)	Lincoln	Longinetti

Ely Distict Office
Lands Actions
FY 2012

N-87866	WPCCRDA sale (Squaw Peak) of 38.02 acres at base of Squaw Peak north of Ely. Modified competitive. Mineral Report not yet completed. (NORA package e-mailed to NSO on 11/29/11. NSO to forward to WO to be published in the Federal Register. *Once the signed mineral report is received, I will notify JoLynn of the date so she can insert it in the NORA.*)	White Pine	Longinetti
N-89336	LCCRDA sale (Windmill) of 10 acres north of Alamo. Competitive sale. (Trespass to be resolved by a ROW. Site visit was completed. Cadastral and Appraisal on hold due to funding issues. Reports have been requested from specialists.)	Lincoln	Campeau/ Longinetti
N-89778	LCCRDA sale (Cowboy) of approx 11 acres north of Alamo. Competitive sale. (Site visit was completed. Cadastral and Appraisal on hold due to funding issues. Reports have been requested from specialists.)	Lincoln	Campeau/ Longinetti
N-89332	LCCRDA sale (Hiko) of 142.5 acres (6 parcels) located in Pahranagat valley north of Hiko. Modified competitive or competitive sale. (Trespass to be resolved by Ag Lease. Site visit completed. Cadastral survey partially completed by Lance Barney. Appraisal on hold due to funding issues. Reports have been requested from specialists.)	Lincoln	Campeau/ Longinetti
N-89337	WPCCRDA sale (McGill Hwy) of 240 acre parcel north of Ely. Modified competitive sale. (Site visit completed. Appraisal on hold due to funding issues. Reports have been requested from specialists.)	White Pine	Longinetti

Ely Distict Office
Lands Actions
FY 2012

various	WPCCRDA Wilderness DWA's (6) - Write legal descritions & enter in LR2000, update MTP's, etc.	White Pine	Hankins
various	WPCCRDA Wilderness DWA's (2) - Write legal descritions & enter in LR2000, update MTP's, etc.	White Pine	Hankins
various	LCCRDA Wilderness DWA's (14) - Write legal descritions & enter in LR2000, update MTP's, etc. [illegible]	Lincoln	Campeau
N-89411	White Pine Industrial Park - transfer of remaining 160 acres to WPC. Area long railroad needs further cadastral survey.	White Pine	Longinetti
N-89024	WPCCRDA Conveyance to State of NV (Ward Charcoal Ovens Expansion) (658 acres) On hold pending receipt of reports from NDSL. Ken Humphrey was working on archaeological issues.	White Pine	Longinetti
N-86610	WPCCRDA NDOW Steptoe Valley WMA expansion (6,281 acres). On hold pending reports from Nevada Division of State Lands (NDSL) & partial cadastral survey.	White Pine	Longinetti
N-90794 Panaca	Nomination Package received 11/7/11. Panaca Area. (Site Visits were completed May 1-3, 2012 with the Caliente specialistsm Melanie Peterson and Cory Lytle. These sales will not be completed in FY12. They will likely be completed in FY14.)	Lincoln	Longinetti

Ely Distict Office
Lands Actions
FY 2012

N-90795 Alamo	Nomination Package received 11/7/11. Alamo Area. (Site Visits were completed May 1-3, 2012 with the Caliente specialists, Melanie Peterson and Cory Lytle. These sales will not be completed in FY12. They will likely be completed in FY14.)	Lincoln	Longinetti
N-90796 Pioche	Nomination Package received 11/7/11. Pioche Area. (Site Visits were completed May 1-3, 2012 with the Caliente specialists, Melanie Peterson and Cory Lytle. These sales will not be completed in FY12. They will likely be completed in FY14.)	Lincoln	Longinetti
	LCCRDA NV State Park Expansion (Cathedral Gorge) (166 acres) On hold pending receipt of reports from NDSL. Nick Pay working on archaeological issues.	Lincoln	Longinetti
	LCCRDA NV State Park Expansion (Kershaw-Ryan) (1,431 acres) On hold pending receipt of reports from NDSL. Nick working on archaeollgical issues.	Lincoln	Longinetti
N-89023	LCCRDA NV State Park Expansion (Beaver Dam) (3,187 acres) On hold pending receipt of reports from NDSL. Nick pay working on archaeological issues.	Lincoln	Longinetti
N-78927_	LCCRDA Jurisdictional Transfer from BLM to USFWS (DNWR) near Coyote Springs. Write legal descriptions, add to LR2000, correct MTP's.	Lincoln	Longinetti

Ely Distict Office
Lands Actions
FY 2012

N-79271	LCCRDA Jurisdictional Transfer from USFWS (DNWR) to BLM. Along US Hwy 93 adjacent to DNWR 26,433 acres). Write legal descriptions, add to LR2000, correct MTP's.	Lincoln	Longinetti

Correspondence #10
6/14/2012

ndep
NEVADA DIVISION OF ENVIRONMENTAL PROTECTION
protecting the future for generations

STATE OF NEVADA
Department of Conservation & Natural Resources
DIVISION OF ENVIRONMENTAL PROTECTION

Brian Sandoval, Governor
Leo M. Drozdoff, P.E., Director
Colleen Cripps, Ph.D., Administrator

May 30, 2012

Ms. Amanda Appelt
Western Energetix
2360 Lindbergh Street
Auburn, CA 95602

Subject: Groundwater Monitoring Report – First Quarter 2012
Facility: Western Energetix Bulk Plant, 125 N. Mountain Street, Battle Mountain, NV
NDEP ID # 5-000289, Petroleum Fund # 2009000020

Dear Ms. Appelt:

The Nevada Division of Environmental Protection (NDEP) has received your *Groundwater Monitoring Report-First Quarter 2012*, dated April 30, 2012 prepared on your behalf by Broadbent & Associates.

Seven site monitoring wells (MW-1 through MW-7) were sampled on March 26, 2012 for 1st quarter monitoring. All of the wells were non-detect for MTBE. Wells MW-1, MW-3 and MW-6 contained detectable levels benzene above the 5 micrograms per liter (ug/l) maximum contaminant level at 350, 85 and 19 ug/l respectively for the 1st Quarter 2012. The report indicates that Benzene decreased in MW-1 however MW-1 **increased** in concentrations for the 1st qtr. 2012 from 310 ug/l -4th qtr 2011 to 350 ug/l -1st qtr 2012. MW-3 increased slightly from 30 ug/l (last sampled 5/245/2011) and decreased significantly in MW-6 from 880ug/l to 19 ug/l not 540 ug/l to <1.0 ug/l as stated in the report.

Biodegradation indicator parameter results indicate that intrinsic bioremediation of petroleum hydrocarbon constituents in the groundwater in on-gong at the site.

The depth to ground water ranged from 7.81 to 8.25 feet below the top of well casing for the 1st Quarter 2012. Groundwater has fluctuated less than one-tenth of a foot and the flow direction is north to northeasterly at 0.004 foot/foot. Sampling results for biodegradation parameters continue to indicate that anaerobic biodegradation is occurring on the site.

Broadbent & Associates Recommendations:

- Continue with the quarterly groundwater monitoring program for all seven monitoring wells.
- Biodegradation indicator parameter monitoring be reduce to an annual schedule (1st quarter of each year)
- **Submittal of a work plan to install three additional off-site monitoring wells during Second Quarter 2012.**

Correspondence #11
6/14/2012

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Mount Lewis Field Office
50 Bastian Road
Battle Mountain, Nevada 89820
Phone: 775-635-4000 Fax: 775-635-4034
http://www.blm.gov/nv/st/en/fo/battle_mountain_field.html

JUN 0 4 2012

RECEIVED
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COUNTY COMMISSION

In Reply Refer To:
4700 (NV06200)

Dear Interested Public,

The Mount Lewis Field Office (MLFO) within the Battle Mountain District is planning to complete an Environmental Assessment (EA) to analyze the impacts of conducting a wild horse gather within the Diamond Complex, which consists of the Diamond, Diamond Hills North and Diamond Hills Management Areas (HMAs). In conjunction with the gather, an on-site wild horse adoption event is also planned. The gather area is located within Eureka, Elko and White Pine Counties, north of Eureka, in central Nevada. Refer to the Diamond Complex Background Information below for more information.

These three HMAs are administered as a Complex because they are contiguous and wild horses move among the HMAs. Movement occurs both north and south along the Diamond Mountain Range as well as east and west from one side to the other. The MLFO administers the Diamond HMA, which is the largest of the three HMAs. The Elko District (Tuscarora Field Office) administers the Diamond Hills North HMA, and the Ely District (Egan Field Office) administers the Diamond Hills South HMA. The MLFO will be the lead office for this project and will serve as the lead preparer for the EA.

The Appropriate Management Levels (AMLs) for these HMAs were established through prior decision documents issued from each of the administrative offices, following the collection and analysis of monitoring data and coordination with the interested public. Currently, the population of this Diamond Complex is far in excess of the established AML. The following table displays the HMAs, established AMLs, estimated 2012 populations, and the percent of the estimated 2012 population relative to AMLs.

Table 1: Diamond Complex AML and Population Estimate

HMA	AML	2012 Estimated Population[1]	Percent of AML
Diamond	151	342	226%
Diamond Hills North	37	202	546%
Diamond Hills South	10-22	282[2]	1,282%
Total	**210**	**826**	**393%**

[1] The estimated population following 2012 foaling based on results from a March 2010 population inventory and an average annual increase of 17.5%
[2] Includes an approximate 232 wild horses outside of designated HMA boundaries.

The most recent gather of the Diamond Complex was completed in July 2004. During the gather, 643 of the estimated 782 wild horses were gathered. The fertility control vaccine PZP-22 was administered to 86 mares before they were re-released to the HMAs within the Complex. A total of 30 studs were re-released. Approximately 139 wild horses were not captured, resulting in a post gather population of approximately 255 wild horses.

Monitoring throughout the Complex has been ongoing, including population inventory helicopter flights in 2006, 2008, and 2010. Other monitoring has included forage utilization measurements, assessments of Proper Functioning Condition of riparian areas, trend, and collection of other rangeland health data.

Through review of this information, it has been determined that an excess population of wild horses exists within the Diamond Complex. Therefore, a gather is proposed to remove approximately 232 wild horses outside of HMA boundaries and approximately 468 wild horses within the Complex to achieve a post gather population of 126 wild horses. Although an AML "range" has not been established for two of the three HMAs (Diamond & Diamond Hills North), gathering below the established AML would prevent the AML from being exceeded for several years and allow improvement of the rangeland vegetation communities and riparian resources that are currently being impacted by the overpopulation of wild horses.

This proposed gather could also include the application of the fertility control vaccine PZP-22 to mares and adjustment of sex ratios to favor males at a 60:40 ratio in order to reduce population growth rates and extend the length of time before another gather would be necessary. Use of fertility control vaccine and/or adjustment of sex ratios could also help to reduce the scale of gathers and the number of animals removed from the range. Future gathers could be conducted to re-treat the population with fertility control and allow limited removals of younger, adoptable animals.

The Diamond Complex is a diverse area consisting of 10,000 foot peaks, steep drainages, rolling foothills, aspen stands, streams, springs and meadows. The Complex provides important habitat to a large diversity of wildlife including Greater sage-grouse, mule deer, pronghorn antelope, raptors, migratory birds, coyote, mountain lion, and reptiles. Currently, the overabundant population of wild horses is adversely affecting valuable habitat needed to support both wildlife and wild horses. In particular, wild horses are concentrated in portions of the Complex, and contributing to degradation of riparian resources, over-utilization of perennial vegetation and soil erosion through trampling and trailing. There are also approximately 232 wild horses outside of HMA boundaries of the Diamond Hills South HMA, impacting areas that are not designated for their use. The grazing allotments within the Complex are permitted for use by livestock. Across the Complex, livestock operators are operating below their permitted levels and/or removing livestock from within the HMAs due to the excessive and concentrated use by wild horses.

A gather of the Diamond Complex is needed to remove excess wild horses and to restore a thriving natural ecological balance to the range as required by the Wild Free Roaming Horses and Burros Act (PL 92-195) of 1971.

Though the Diamond Complex has needed a gather to remove excess wild horses for several years, the National Wild Horse and Burro Program budget and other gather priorities have precluded a gather. Gather operations could commence after the completion of the EA/Gather Plan, Finding of No Significant Impact (FONSI), and the issuance of a management decision. A gather of the Diamond Complex is currently scheduled for January 2013.

As interested public, you are asked to submit comments, issues, alternatives, recommendations, or other input for inclusion into the EA. Please make your submissions in writing or via email to Diamond_Complex_Gather@blm.gov to be received in this office no later than June 30, 2012. Keep in mind that comments should be substantive and should be specific to completion of a EA analyzing the impacts of the proposed Diamond Complex wild horse gather. Once complete, the interested public will be notified of the availability of the Preliminary EA for a 30-day comment period, which is expected to occur between mid-August and mid-September. Once those comments are received, reviewed and incorporated into the Final EA, the EA will be made available along with the Decision and FONSI, if appropriate. An additional inventory flight is currently planned for completion in October 2012 to confirm the population and distribution of the Complex prior to issuance of the Final EA and Decision.

Before including your address, phone number, e-mail address, or other personal identifying information in your comment, you should be aware that your entire comment, including your personal identifying information, may be made publicly available at any time. While you can request in your comment for us to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

The public should be aware that submissions in the form of petitions are not considered comments. Submission of form letters or talking points is typically considered as one comment, since they repeat the same thing and typically originate from single sources.

If you would rather not remain on the mailing list for the Diamond Complex wild horse gather, or you do not wish to receive the EA/Gather Plan and subsequent decision documents, please submit your request in writing to the address identified on the letterhead or the e-mail address given above.

The Preliminary EA will be available to the interested public on compact disk (CD) upon request. However, a request to receive the document electronically will not extend the comment period.

For more information regarding the proposed gather, please contact Shawna Richardson at (775) 635-4181.

Sincerely,

Christopher J. Cook
Field Manager

Enclosures (2)

Diamond Complex Background Information

The Diamond Complex encompasses the Diamond Mountain Range north of Eureka, Nevada, and consists of rolling foothills, valleys, and very steep, narrow canyons along the eastern and western face of the Diamond Range. Elevations range from 5,700 feet in Diamond Valley to 10,660 feet at Diamond Peak. Wild horses are often found near Diamond Peak during the summer and move off the mountain into the valleys and foothills during periods of heavy snowfall. Precipitation is received in the form of several feet of snow in the winter at the higher elevations, and rainfall primarily during the winter and spring months. Average precipitation in the Diamond Valley area is approximately 9.31 inches. Mountains may receive 10-12 inches annually. Central Nevada can experience drought conditions marked by significantly reduced precipitation in the form of winter snowfall that affects springs and stream flow, to limited or absent rainfall in spring, which affects plant growth as well as water availability. Approximately 4 of every 10 years meet the definition of drought throughout much of central Nevada. Currently, most of Nevada is experiencing widespread severe and extreme drought which has resulted in substantially reduced production of forage grasses and water sources needed for wild horses and wildlife on the range.

The Diamond Hills North HMA comprises the northernmost portion of the Complex and is approximately 12 miles long by 12 miles wide encompassing 69,305 acres of public land. The Diamond Hills South HMA is located in the most northeastern tip of the Diamond Mountain Range comprising the smallest portion of the Complex at 21,162 acres of public land. The Diamond HMA is approximately 40 miles long and averages 6-9 miles wide extending from the ridge downslope along the western face of the Diamond Mountain Range, comprising 164,737 acres. Refer to the enclosed map, which displays the HMAs comprising the complex and the associated allotments.

Vegetation types are distributed according to topography, elevation and precipitation. The valley bottoms support large alkali flats supporting salt tolerant plants such as alkali sacaton, inland saltgrass and alkali bluegrass. The foothills support various shrub dominated sagebrush communities with sparse understories of perennial grasses such as Indian Ricegrass, Needleandthread grass and Sandberg's bluegrass. Pinyon-Juniper communities are present throughout the middle elevations. Cottonwood-Aspen stands are common around riparian areas on the Diamond Mountains. Mountain big sagebrush, antelope bitterbrush, snowberry, serviceberry and curlleaf mountain mahogany with an understory perennial grasses dominate the higher elevations. Nevada State identified noxious weeds are present throughout the Complex ranging from infrequent to prevalent and from one species to multiple species infestations.

Wild horses found in the Diamond Mountain Range Complex today originated from privately owned horses and likely have many domestic bloodlines in their background. The predominant colors include sorrel and bay followed by roan, brown, gray, black, palomino and chestnut. The wild horses within the Diamond Complex maintain good body size in excess of 14.2 hands on average, with moderate to heavy muscling, and white leg and face markings. Reports back to the BLM from adopters indicate that these animals have a desirable disposition and report positive outcomes with their Diamond Complex wild horses.

Following the 2004 gather, samples were collected for genetics analysis of the Diamond Complex. The results indicate that genetic variability within the Diamond Complex is average

and allelic diversity is relatively high for a wild horse population. The herd appears to be of mixed origins, and shows relatively high genetic similarity to all major groups of domestic horse breeds as compared to most wild herds, which is consistent with mixed origins. Additional hair samples would be collected during the next gather for follow up analysis of the genetic variation of this Complex.

The Complex includes portions of nine grazing allotments with portions of five allotments specifically identified for removal of wild horses outside of HMA boundaries. Through allotment evaluations and Rangeland Health Assessments, adjustments to livestock grazing systems have been made following analysis of monitoring data and coordination with the interested public. These adjustments include changes to season of use, establishment of use areas, increases or decreases to permitted AUMs, implementation of grazing systems, and Terms and Conditions for the grazing permit. Ongoing monitoring continues to collect data pertaining to rangeland health in these areas in order to further adjust livestock grazing if necessary.

Livestock operators are currently affected by the large numbers of wild horses in the HMAs. Within the Diamond HMA, Permittees have voluntarily reduced livestock use within the HMA, and have adjusted use of certain portions allotments due to the high numbers of wild horses. Substantial reductions to livestock were made through Livestock Decisions following the last evaluation in 2000. Additional adjustments have been made in certain locations within the Diamond HMA to improve riparian areas. The Egan Field Office recently completed Livestock Decisions on all grazing allotments within the Diamond Hills South HMA and areas outside of the HMA affected by wild horses. Adjustments to livestock grazing systems were included as part of these decisions.

Issues:

- The population of the Diamond Complex following foaling in 2012 is estimated to be 393% of the established AML, ranging from 226% to 1,282% across all three HMAs.

- An estimated 232 excess wild horses inhabit a large area that is outside of the HMA boundaries and not designated for use by wild horses.

- Wild horses residing outside of the Diamond Hills South HMA boundary are impacting rangeland health conditions within critical sage grouse habitat, mule deer summer habitat, critical riparian complexes in addition to competing with cattle and domestic sheep grazing.

- Wild horses are contributing to non-attainment of the Standards for Rangeland Health within the Diamond Hills South HMA and outside of the HMA.

- Wild horses outside of HMA boundaries are causing public safety concerns along Nevada State Route 892, where up to 40 horses have been documented concentrating on the road, and two have been reported struck and killed by vehicles in the recent past.

- Preliminary review of monitoring data indicates that wild horses are contributing to non-attainment of Standards for Rangeland Health within the Diamond HMA.

- Within the Complex, the range is being negatively impacted and degraded by an overpopulation of wild horses, consisting of impacts to springs and streams, upland vegetation and trend and the effects of trailing, and trampling.

- The Diamond Mountain Range is inhabited by diverse wildlife and provides important wildlife habitat that is currently being impacted by wild horses.

In order to provide the interested public with additional information, the MLFO will be posting photos of the Diamond Complex wild horses, past gathers, forage and water as well as Frequently Asked Questions and supporting documentation. The items can be accessed on the internet at the following location: http://www.blm.gov/nv/st/en/fo/battle_mountain_field.html

If you would like a copy sent to you in the mail, have questions or need additional information in order to provide comments and recommendations for this project please contact Shawna Richardson at 775-635-4181.

Proposed Wild Horse Gather Area Diamond Complex

Legend

- Proposed Gather Area
- Districts
- Grazing Allotment Polygons
- Herd Management Areas

Highways

- US Highway
- State Route

Land Status

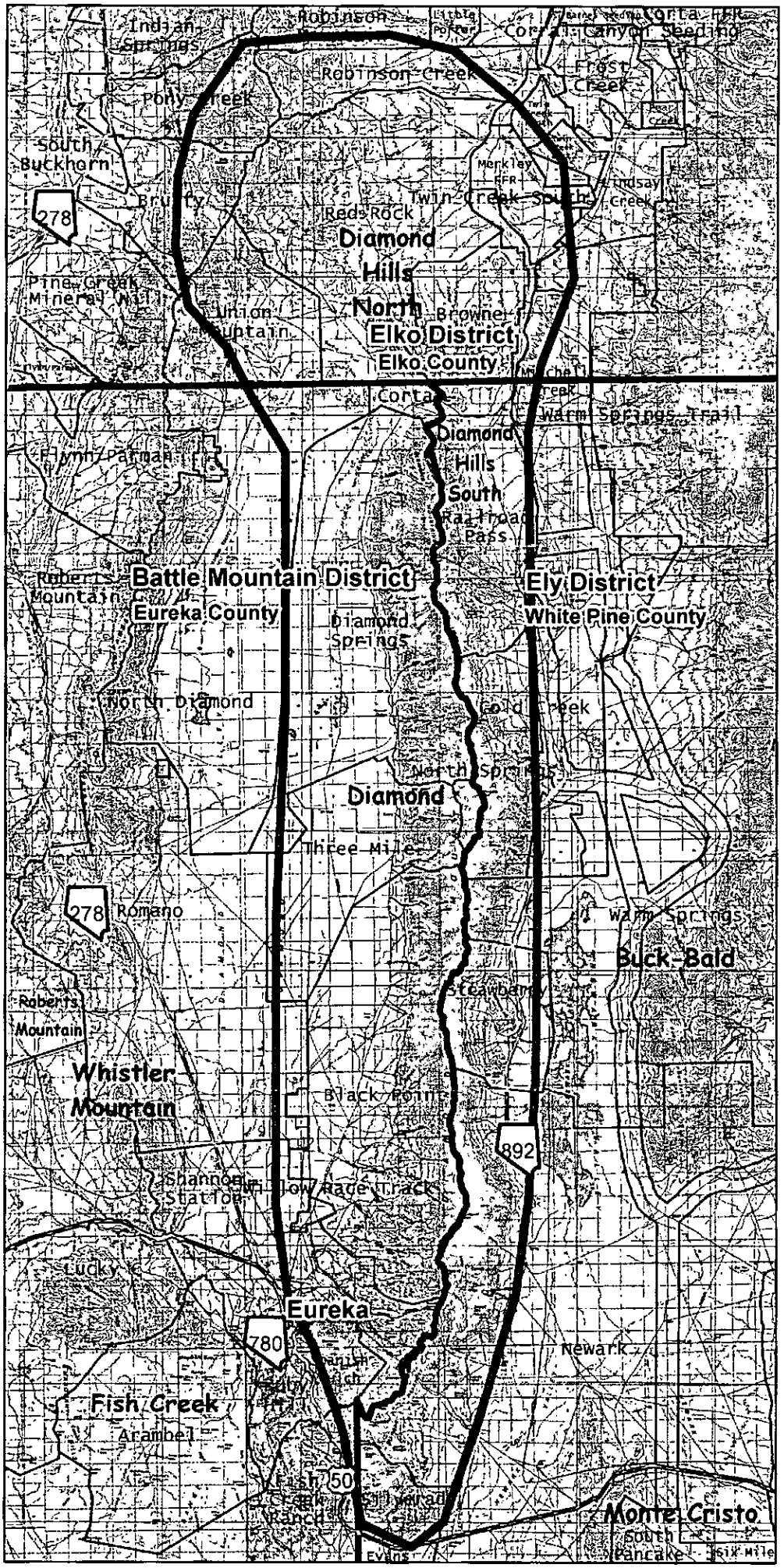
- Bureau of Land Management
- Forest Service
- Private

N
W E
S

0 2.5 5 10 Miles

No Warranty is made by the Bureau of Land Management as to the accuracy, reliability or completeness of these data for individual use or aggregate use with other data.

Mount Lewis Field Office 2012



Correspondence #12
6/14/2012

ndep
NEVADA DIVISION OF ENVIRONMENTAL PROTECTION
protecting the future for generations

STATE OF NEVADA
Department of Conservation & Natural Resources
DIVISION OF ENVIRONMENTAL PROTECTION

Brian Sandoval, Governor
Leo M. Drozdoff, P.E., Director
Colleen Cripps, Ph.D., Administrator

June 5, 2012

Chris Benna
GE Transport
3025 Mill Street
Reno, NV 89502

Subject: **Request For Release/Spill Information**

Facility: GE Transport, Release of Diesel Fuel, on Highway 50, two miles East of Austin Summit

Facility ID: *Pending*

Spill Report No. 12603-01

Dear Mr. Benna:

The Nevada Division of Environmental Protection (NDEP) received notification on June 3, 2012 of a Release/Spill (Release) of contaminants at the above described property. Reportedly, approximately 25 gallons of diesel fuel was released during an accident on Highway 50 two miles east of the Austin Summit. The diesel fuel was released to the pavement as well as the soil. In addition, about 30,000 pounds of dry cement was also spilled at this location. Because the release of diesel fuel 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 July 23,2012:

(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 http://ndep.nv.gov/bca/certhome.htm.

If you have any questions or need further assistance, please contact me at 775-687-9386 or *sfischen@ndep.nv.gov*.

Sincerely,

Steve Fischenich
Environmental Scientist
NDEP – 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: Jeff Collins, NDEP, Carson City
Rob Piekarz, NDOT, rpiekarz@dot.state.nv.us
Ken Faas, USFS, kmaas@fs.fed.us
Mark Bennett, LEPC, mark.bennett@newmont.com

cc: Chuck Chapin, Chairman, Lander County Board of Commissioners, 315 South Humboldt Street, Battle Mountain, NV 89820
Jacob Edgar, Public Works Foreman, 315 South Humboldt Street, Battle Mountain, NV 89820

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

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.

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
   - (a) Township, Range and Section
   - (b) Spill Location information:
     - i. Latitude/Longitude in decimal degrees (NAD 83)
     - ii. Estimated accuracy in feet
     - iii. Location determination method used
   - (c) Depth to groundwater and how estimated
   - (d) Soil classification (e.g. ASTM D 2487-00 Standard Practice for Classification of Soil for Engineering Purposes) of impacted, underlying, and surrounding soils
   - (e) Annual precipitation
   - (f) 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
   - (g) Names and correspondence address information for all property owners and facility owners and operators at the site of the Release
   - (h) Names and correspondence address information for all adjacent property owners and location of their property in relation to Release location
   - (i) 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

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):
      iv. Surface area boundaries of Release incident
      v. Locations of abatement and remediation activities
      vi. Future/proposed sampling locations.

Nevada Health Centers, Inc

Bringing Quality Health Care to Nevada's Communities

964-1060

Austin Road and Bridge

Re: Employer Contract

Dear Sir,

Attached is a list of all that is included in Nevada Health Centers, Inc employer contract and the prices. Currently the contract has been arranged for Austin Road and Bridge

Please provide your billing information below

Name of Contact Person: ROGENE HILL

Address: 315 S. HUMBOLDT ST. BATTLE MTN. NV. 89820

Phone number: (775) 635-2573

E-mail Address: rhill@landercounty.org

If you have any question regarding the billing or services provided by any of Nevada Health Centers facilities, please feel free to contact me at 1-800-787-2568 ext 1126 or via E-mail at swiebke@nvrhc.org

Nevada Health Centers, Inc values your business and is looking forward to working with you.

Contract agreement:

Signature: Dee Bullock Date: 6/14/12

Thank you for your business,

Shannon Wiebke

Billing Manager
Nevada Health Centers, Inc
3325 Research Way
Carson City, NV 89706
Tele: 1-800-787-2568 ext 1126
Fax: 775-887-1902

Nevada Health Centers, Inc

Bringing Quality Health Care to Nevada's Communities

CDL - $70.00

Employer Contract Proposal

Procedures	CPT Code	Employer Fee
Physical new 12-17 yrs	99384	$169.00
Physical new 18-39 yrs	99385	$193.00
Physical new 40-64 yrs	99386	$215.00
Physical new 65+ yrs	99387	$212.00
Physical est. 18-39 yrs	99395	$161.00
Physical est. 40-64 yrs	99396	$175.00
Physical est. 65 + yrs	99397	$178.00
Office Visit min	99211	$38.00
Drug Screen	80100	$30.00
Urinalysis	81002	$26.00
Comprehensive Metabolic	322000	$37.00
Super Panel	318165	$85.00
Specimen Handling	99000	$19.00
Venipuncture	36415	$16.00
Audiogram	92551	$29.00
Cardiovascular Stress Test	93015	$346.00
Chest X-ray 1 view	71010	$85.00
Chest X-ray 2 View	71020	$105.00
Spirometry	94010	$89.00
ECG	93000	$75.00
PFT	94060	$146.00
CBC	005017	$22.00
Uric Acid	001057	32.00
Lipid panel	221010	71.00
LDH Total	001115	33.00
Flu shot	90658	22.00
Immune Administration	94071	10.00
Vision	92081	$100.00
Hepatitis B vac, Adult	90746	$95.00
Hepatitis A vac, Adult	90632	$100.00
Pneum vac adult	90732	$37.00
TB Test	86580	$25.00
Assay blood for lead	83655	$49.00
Hepatitis B Suface Antibody	7290	$65.00
Hepatitis Panel	322744	$56.00
Polychlorinated Bipheny	84616	$133.00
Iron	001339	38.00
ABO/RH	006049	$57.00
Urinalysis W/Micro	003772	$26.00