

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

June 14, 2018

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

Also Via Teleconference At

AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA

9:00 A.M

Call to Order

Pledge of Allegiance

A Moment of Silence

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

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

Commissioners Reports on meetings, conferences and seminars attended

Staff Reports on meetings, conferences and seminars attended

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

CONSENT AGENDA

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

- *(1) Approval of June 14, 2018 Agenda Notice
- *(2) Approval of May 10, 2018 Meeting Minutes
- *(3) Approval of May 24, 2018 Meeting Minutes
- *(4) Approval of the Payment of Bills
- *(5) Approval of Payroll Change Requests

COMMISSIONERS

- *(1) Discussion and possible action to approve/disapprove the temporary road closure permit for the Annual 4th of July Parade hosted by the VFW, starting on Forest Street then heading west on Front Street, turning south on Broad Street, and ending at the Elquist Park, and all other matters properly related thereto.

Public Comment

- *(2) Discussion and possible action for the approval/disapproval of the temporary road closures approved by NDOT application guidelines for the World Human Powered Speed Challenge. Requesting to close SR Highway 305, mile markers LA 99-105 from September 10-15, 2018; and the approval/disapproval of the temporary road closure on Weaver and Altenburg Streets (by the Battle Mountain High School) for Friday September 14, 2018 for drag races, and all other matters properly related thereto.

Public Comment

- *(3) Discussion and possible action regarding the approval/disapproval of the use of the old jail located at 27 East Second Street, Battle Mountain, Nevada, for a Haunted House fundraiser for the Battle Mountain Sober Seniors for the month of October, 2018, and all other matters properly related thereto.

Public Comment

- *(4) Discussion only regarding the building of an outdoor sports complex in Battle Mountain, Nevada, and all other matters properly related thereto.

Public Comment

- *(5) Discussion and possible action regarding approval/disapproval of the Lander County Road Map (includes R.S. 2477 designated roads) pursuant to NRS 403.170 and 403.190. Further, for the Lander County Commissioners sitting as the Board of County Highway Commissioners to authorize the filing of one copy of the map with the Clerk of the Board of County Highway Commissioners, one copy with the Department of Transportation, one copy with the County Clerk and one copy with the County Recorder, and all other matters properly related thereto.

Public Comment

CLERK

- *(6) Discussion and possible action regarding the canvas of the votes for the June 12, 2018 Primary Election, and all other matters properly related thereto.

Public Comment

AIRPORT

- *(7) Discussion and possible action to award the bid for PWP # LA2018-093 to Dale's Services Inc. for the installation of the Fueling System at the Austin Airport in an amount not to exceed \$238,258.00, and all other matters properly related thereto.

Public Comment

- *(8) Discussion and possible action to award the bid for PWP # LA-2018-092 to Dale's Services Inc. for the installation of Self-Service Fueling System at the Battle Mountain Airport in an amount not to exceed \$276,493.00, and all other matters properly related thereto.

Public Comment

PUBLIC WORKS

- *(9) Discussion and possible action to approve/disapprove Change Order #1 from Hunewill Construction for the Water Transmission Main 2018 Project in an amount not to exceed \$369,927.64, and all other matters properly related thereto.

Public Comment

COMMISSIONERS

- *(10) Discussion and possible action to approve/disapprove the Intrastate Interlocal Contract between the State of Nevada acting by and through its Department of Health and Human Services, Aging and Disability Services Division and Lander County for support services to children with intellectual and developmental disabilities, and all other matters properly related thereto.

Public Comment

- *(11) Discussion and possible action regarding the acceptance of renewal proposal from Nevada Public Agency Insurance Pool (NPAIP) and approval for payment from FY 2018/2019 fund in an amount not to exceed \$352,438.76, and all other matters properly related thereto.

Public Comment

- *(12) Discussion and possible action to approve/disapprove an Interlocal Agreement for Emergency Medical Services between Lander County and Lander County Hospital District, and all other matters properly related thereto.

Public Comment

- *(13) Discussion and possible action to approve/disapprove the Lease of Water Rights Agreement between Lander County and Mueller Land and Cattle Company, LLC, and all other matters properly related thereto.

Public Comment

FINANCE

- *(14) Discussion only regarding a presentation from Tom Gransbery on the financial status of Lander County compared to other counties of Nevada, and all other matters properly related thereto.

Public Comment

- *(15) Discussion for possible action to approve/disapprove Resolution 2018-07 directing the apportionment of net proceeds in an amount not to exceed \$42,723,396.24 for FY 17/18, and all other matters properly related thereto.

Public Comment

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

Public Comment

***CORRESPONDENCE**

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

Public Comment

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

ADJOURN

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

NOTE: TIMES ARE APPROXIMATE

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

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

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

AFFIDAVIT OF POSTING

State of Nevada)
) ss
County of Lander)

Keith Westengard, Lander County Executive Director of said Lander County, Nevada, being duly sworn, says, that on the 8th day of June, 2018, he posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse, 4) Swackhamer's Plaza Bulletin Board, 5) Kingston Community Hall Bulletin Board, and 6) Austin Courthouse in said Lander County, where proceedings are pending.

Keith Westengard, Lander County Executive
Director



Subscribed and sworn to before me this 8th day of June, 2018

Witness



Name of Agenda: Lander County Board of Commissioner's Meeting

Date of Meeting: June 14, 2018

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

June 14, 2018

APPROVE

Check #106933

Executive Director

Keith Westengard 5.24.18

COUNTY OF LANDER

RAY STEADMAN

DATE	INVOICE	AMOUNT	REMARKS
05/24/18	CLEAN UP ESTATE	2,000.00	MEREDITH BROWN

CHECK NO 106933 \$2,000.00 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106933

94-7074
3212

PAY TO THE ORDER OF

RAY STEADMAN

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
05/24/18 **VOID**	106933 **VOID**	\$2,000.00 **VOID**

VOID**2,000DOLLARS AND00CENTS***

RAY STEADMAN
115 ILLIPAH LANE

BATTLE MOUNTAIN NV 89820

VOID
NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director


LANDER COUNTY COMMISSION MEETING

June 14, 2018

APPROVE

Check #106935

Executive Director

 5.24.18

COUNTY OF LANDER

ELIZABETH ANN TANNER

DATE	INVOICE	AMOUNT	REMARKS
05/24/18	5/14/18 - 5/18/18	663.20	ELECTION PROJECT

CHECK NO 106935 \$663.20 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106935

94-7074
3212

PAY TO THE ORDER OF

ELIZABETH ANN TANNER

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
05/24/18 **VOID**	106935 **VOID**	\$663.20 **VOID**

VOID**663DOLLARS AND20CENTS***

ELIZABETH ANN TANNER
450 ELQUIST DRIVE

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

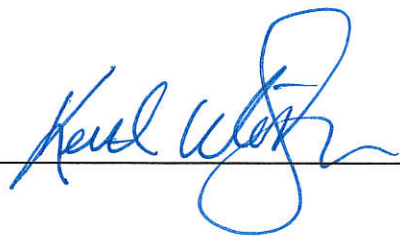
LANDER COUNTY COMMISSION MEETING

June 14, 2018

APPROVE

Check #106929

Executive Director

 5-24-18

COUNTY OF LANDER

PRIORITY DISPATCH CORP.

ATTN: ACCOUNTING DEPT.

DATE	INVOICE	AMOUNT	REMARKS
05/24/18	SIN088832	4,656.00	2/12/18 ANNUAL MAINT PLAN

CHECK NO 106929

\$4,656.00

**

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106929

94-7074
3212

PAY TO THE ORDER OF

PRIORITY DISPATCH CORP.

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
05/24/18 **VOID**	106929 **VOID**	\$4,656.00 **VOID**

VOID**4,656DOLLARS AND00CENTS***

PRIORITY DISPATCH CORP.
110 SOUTHREGENT ST.,500

ATTN: ACCOUNTING DEPT.

SALT LAKE CITY UT 84111

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

June 14, 2018

APPROVE

Check #106925

Executive Director

 5.24.18

COUNTY OF LANDER

MARIANNA MCWILLIAMS

DATE	INVOICE	AMOUNT	REMARKS
05/24/18	5/17/18 AUSTIN EMS	50.00	12 HR STANDBY
05/24/18	5/18/18 AUSTIN EMS	100.00	24 HR STANDBY
05/24/18	5/19/18 AUSTIN EMS	100.00	24 HR STANDBY

CHECK NO 106925 \$250.00 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106925

94-7074
3212

PAY TO THE ORDER OF

MARIANNA MCWILLIAMS

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
05/24/18	106925	\$250.00
VOID	**VOID**	**VOID**

VOID**250DOLLARS AND00CENTS***

MARIANNA MCWILLIAMS
394 RAMAH PLAZA

SPRING CREEK NV 89815

VOID
NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

June 14, 2018

APPROVE

Check #106922

Executive Director

 5.24-18

COUNTY OF LANDER

JNM MATERIALS TESTING

DATE	INVOICE	AMOUNT	REMARKS
05/24/18	INVOICE #3	1,860.00	4/20/18 BACK FLOW PROJECT

CHECK NO 106922 \$1,860.00 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106922

94-7074
3212

PAY TO THE ORDER OF

JNM MATERIALS TESTING

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
05/24/18 **VOID**	106922 **VOID**	\$1,860.00 **VOID**

VOID**1,860DOLLARS AND00CENTS***

JNM MATERIALS TESTING
PO BOX 654

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

June 14, 2018

APPROVE

Check #106921

Executive Director

Keith Westengard 5-24-18

INTERNATIONAL ACADEMIES

COUNTY OF LANDER
OF EMERGENCY DISPATCH

DATE	INVOICE	AMOUNT	REMARKS
05/24/18	SIN032720	50.00	4/19/18 KIMBERLY PARKER
05/24/18	SIN088127	150.00	2/9/18 TAMARA BURDEN

CHECK NO 106921 \$200.00 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106921

94-7074
3212

PAY TO THE ORDER OF

INTERNATIONAL ACADEMIES

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
05/24/18 **VOID**	106921 **VOID**	\$200.00 **VOID**

VOID**200DOLLARS AND00CENTS***

INTERNATIONAL ACADEMIES
110 SOUTH REGENT STREET
SUITE 500
SALT LAKE

UT 84111

OF EMERGENCY DISPATCH

VOID
NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

June 14, 2018

APPROVE

Check #106919

Executive Director

 5-24-18

COUNTY OF LANDER

FREDERIC PRINTING COMPANY

DATE	INVOICE	AMOUNT	REMARKS
05/24/18	138916	2,275.00	3/31/18 LC ROAD MAP

CHECK NO 106919 \$2,275.00 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106919

94-7074
3212

PAY TO THE ORDER OF

FREDERIC PRINTING COMPANY

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
05/24/18 **VOID**	106919 **VOID**	\$2,275.00 **VOID**

VOID**2,275DOLLARS AND00CENTS***

FREDERIC PRINTING COMPANY
35 W WACKER DRIVE

CHICAGO

IL 60601

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director


LANDER COUNTY COMMISSION MEETING

June 14, 2018

APPROVE

Check #106909

Executive Director

 5-24-18

JUDIE A. ALLAN

COUNTY OF LANDER

DATE	INVOICE	AMOUNT	REMARKS
05/24/18	REIMBURSEMENT FOOD	12.00	5/11/18 HBRWA WINNEMUCCA
05/24/18	REIMBURSEMENT FUEL	58.86	5/11/18 HBRWA WINNEMUCCA

CHECK NO 106909

\$70.86 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106909

94-7074
3212

PAY TO THE ORDER OF

JUDIE A. ALLAN

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
05/24/18 **VOID**	106909 **VOID**	\$70.86 **VOID**

VOID**70DOLLARS AND86CENTS***

JUDIE A. ALLAN
P.O. BOX 664

BATTLE MOUNTAIN NV 89820

VOID
NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

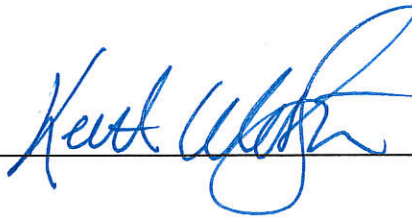
LANDER COUNTY COMMISSION MEETING

June 14, 2018

APPROVE

Check #106938

Executive Director



COUNTY OF LANDER

JNM MATERIALS TESTING

DATE	INVOICE	AMOUNT	REMARKS
05/29/18	INVOICE #4 FA-20	3,735.00	5/20/18 YELLOW BRICK RD
05/29/18	INVOICE #5 FA-20	7,695.00	5/25/18 YELLOW BRICK RD

CHECK NO 106938 \$11,430.00 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106938

94-7074
3212

PAY TO THE ORDER OF

JNM MATERIALS TESTING

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
05/29/18 ***VOID**	106938 ***VOID**	\$11,430.00 ***VOID**

VOID**11,430DOLLARS AND00CENTS***

JNM MATERIALS TESTING
PO BOX 654

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

June 14, 2018

APPROVE

Check #106952

Executive Director

A handwritten signature in blue ink, appearing to be 'Keith Westengard', is written over a horizontal line.

ELIZABETH ANN TANNER

COUNTY OF LANDER

DATE	INVOICE	AMOUNT	REMARKS
05/31/18	5/21/18-5/26/18	795.84	ELECTION PROJECT

CHECK NO 106952 \$795.84 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106952

94-7074
3212

PAY TO THE ORDER OF

ELIZABETH ANN TANNER

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
05/31/18 **VOID**	106952 **VOID**	\$795.84 **VOID**

VOID**795DOLLARS AND84CENTS***

ELIZABETH ANN TANNER
450 ELQUIST DRIVE

BATTLE MOUNTAIN NV 89820

VOID
NON-NEGOTIABLE

LANDER COUNTY COMMISSIONERS MEETING
6/14/2018

Agenda Item Number __1__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove the temporary road closure permit for the Annual 4th of July Parade hosted by the VFW, starting on Forest Street then heading west on Front Street, turning south on Broad Street, and ending at the Equist Park, and all other matters properly related thereto.

Public Comment:

Background: Permit will be at the meeting for signatures

Recommended Action: Approval

AGENDA REQUEST FORM



COMMISSIONER MEETING DATE: _____

NAME Gary Cole VFW Post 9165 REPRESENTING: Steve Burkhardt

ADDRESS: 143 West 3rd Street

PHONE(H): 340-1956 (W): 635-8745 (FAX): _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 1956

WHO WILL BE ATTENDING THE MEETING Steve Burkhardt
JOB TITLE: Commander

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: To have the 4th of July Parade

BACKGROUND INFORMATION _____

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

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

AMOUNT: _____

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

WHEN? _____

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

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

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

IF THE ITEM IS A CONTRACT AND/OR AGREEMENT, OR REQUIRES LEGAL REVIEW, IT MUST BE REVIEWED BY THE DISTRICT ATTORNEY'S OFFICE PRIOR TO AGENDA SETTING OR IT WILL NOT GO ON THE AGENDA.

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

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

Steve Burkhardt

DATE 6-5-18

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

COMMISSION FAX (775) 635-5332

LANDER COUNTY COMMISSIONERS MEETING
6/14/2018

Agenda Item Number __2__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action for the approval/disapproval of the temporary road closures approved my NDOT application guidelines for the World Human Powered Speed Challenge. Requesting to close SR Highway 305, mile markers LA 99-105 from September 10-15, 2018; and the approval/disapproval of the temporary road closure on Weaver and Altenburg Streets (by the Battle Mountain High School) for Friday September 14, 2018 for drag races, and all other matters properly related thereto.

Public Comment:

Background: **Attached**

Recommended Action: **Approval of temporary road closures**



Agenda Request Form
COMMISSION MEETING DATE June 14, 2018

NAME Paula Tomera REPRESENTING Lander County Convention & Tourism

ADDRESS 470 S. Broad Street Battle Mountain, NV. 89820

PHONE(H) 775-340-1346 (W) 775-635-1112 (FAX) 775-635-1113

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? Work

WHO WILL BE ATTENDING THE MEETING? Paula Tomera

JOB TITLE Executive Director

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Request to have the Commission approve temporary road closures approved by NDOT application guidelines on SR Highway 305, mile markers LA 99--105 from September 10-15th, 2018. We would also like to request a temporary road closure on Weaver & Altenburg streets (by BMHS) for Friday September 14, 2018 to hold our drag races.

BACKGROUND INFORMATION: _____

*** SEE ATTACHED DOCUMENTS

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? Have the Commission approved the temporary road closures and have the Board Chairman sign attached NDOT 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? 2000-2017

HAS THIS ISSUE BEEN REVIEWED BY AFFECTED DEPT HEADS? YES X NO ___

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

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

IF THE ITEM IS A CONTRACT AND/OR AGREEMENT, OR REQUIRES LEGAL REVIEW, IT MUST BE REVIEWED BY THE DISTRICT ATTORNEY'S OFFICE PRIOR TO AGENDA SETTING OR IT WILL NOT GO ON THE AGENDA.

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

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

SIGNATURE: Paula Tomera DATE: 5-31-18

AGENCIES CHECKOFF AND NOTIFICATION LIST FOR
TEMPORARY RIGHT-OF-WAY OCCUPANCY PERMIT APPLICATION

Applicant WHPSC & LCCAT Milepost No. HWY 305 mile markers LA 99-105
 Date of Application 5.31.18 District Permit No. _____

Event September 9-15, 2018
World Human Powered Speed
Challenge

SIGNATURE

DATE

- LANDER COUNTY COMMISSIONERS _____
- LANDER COUNTY SHERIFF Ron Unger 5-31-18
- NEVADA HIGHWAY PATROL Antisthe NHP 83 5-31-18
- LANDER COUNTY FIRE DEPARTMENT Ron Unger 5-31-18

The PERMIT APPLICANT, in addition to obtaining the above required signatures, must obtain any and all other permits required by State Law or local ordinance.

LANDER COUNTY COMMISSIONERS MEETING
6/14/2018

Agenda Item Number __3__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding the approval/disapproval of the use of the old jail located at 27 E Second Street, Battle Mountain, Nevada, for a Haunted House fundraiser for the Battle Mountain Sober Seniors for the month of October, 2018, and all other matters properly related thereto.

Public Comment:

Background: **Attached**

Recommended Action: **Approval of the use of the jail**

AGENDA REQUEST FORM



COMMISSIONER MEETING DATE:

June 14, 2018

May 31, 2018

NAME: Alma Guzman REPRESENTING: Sober Seniors

ADDRESS: 205 E 3rd street Bm, NV 89820

PHONE(H): 304-8999 (W): _____ (FAX): _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: Daytime

WHO WILL BE ATTENDING THE MEETING: Sober Senior committee and students
JOB TITLE: _____

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Use of old jail house for haunted house event.

BACKGROUND INFORMATION: Sober Seniors have had huge success and positive feedback with this event.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? Allow use of this facility.

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

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

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

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

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

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

Alma Guzman

DATE May 24, 2018

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

COMMISSION FAX (775) 635-5332

Dear Commissioners,

May 31, 2018

As per the attached the Sober Seniors committee and senior students would like to get your approval to use the Old jail house to create a haunted house fundraising event.

These past couple years have been a huge success and have heard nothing but positive feedback. The kids are so willing to help set up and also clean up. This event also gives our community something to do come Halloween even people from Elko and Winnemucca have traveled here to enjoy this fun friendly event that is possible for all age groups. We would appreciate your approval so this event may continue to be successful and the community can continue to enjoy it.

Thank you,



Alma L Guzman
Sober Senior Secretary

LANDER COUNTY COMMISSIONERS MEETING
6/14/2018

Agenda Item Number __4__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion only regarding the building of an outdoor sports complex in Battle Mountain, Nevada, and all other matters properly related thereto.

Public Comment:



Background:

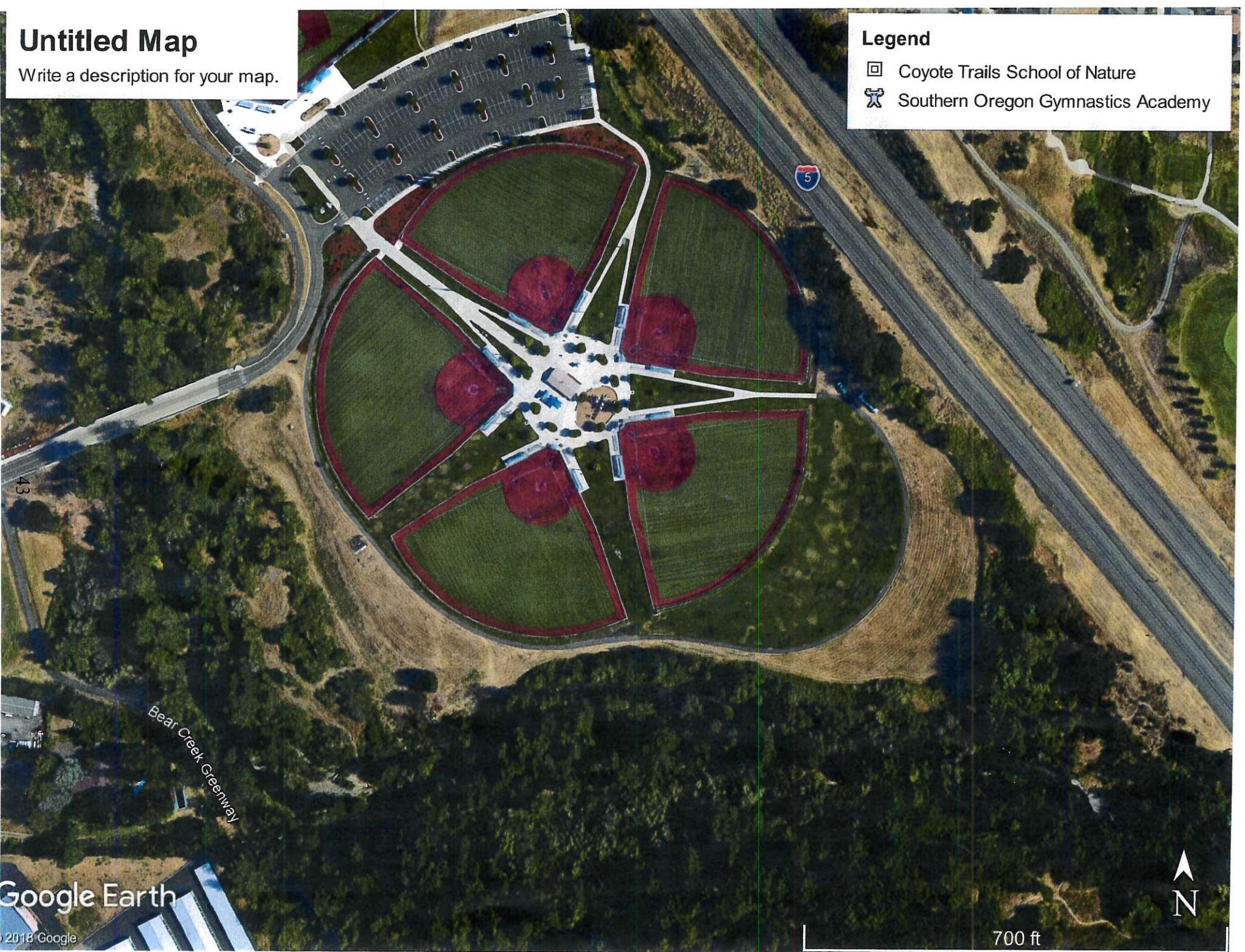
Recommended Action:

Untitled Map

Write a description for your map.

Legend

-  Coyote Trails School of Nature
-  Southern Oregon Gymnastics Academy



Google Earth

© 2018 Google

700 ft



LANDER COUNTY COMMISSIONERS MEETING
6/14/2018

Agenda Item Number __5__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding approval/disapproval of Lander County Road Map (includes R.S. 2477 designated roads) pursuant to NRS 403.170 and 403.190. Further, for the Lander County Commissioners sitting as the Board of County Highway Commissioners to authorize the filing of one copy of the map with the Clerk of the Board of County Highway Commissioners, one copy with the Department of Transportation, one copy with the County Clerk and one copy with the County Recorder, and all other matters properly related thereto.

Public Comment:

Background: **Map will be available for viewing at the meeting.**

Recommended Action:

NRS 403.020 Members; terms.

1. The board of county highway commissioners of each of the several counties shall be composed of the regularly elected and qualified county commissioners.

2. Members shall hold office until their successors are duly elected or appointed, and qualified.

[Part 2: Art. 1:257:1913; 1919 RL p. 2898; NCL § 5357]—(NRS A 1960, 93, 368; 1975, 461)

NRS 403.170 Designation of main, general and minor county roads; immunity of State and county from liability resulting from use of minor county roads; reclassification and abandonment of roads; hearing.

1. The board of county highway commissioners of each of the several counties of the State of Nevada shall:

(a) Lay out and designate which of the roads, generally termed public highways, are the most important to the people of the whole county and over which there is the greatest amount of general public travel and shall designate these roads as main county roads.

(b) Lay out and designate other roads of the county over which there is general public travel, and which are generally termed county roads, and shall designate these roads as general county roads.

(c) Lay out and designate other roads which are neither main nor general county roads but have been established by usage, or were constructed for use by the public, and shall designate these roads as minor county roads. This section does not require any maintenance for minor county roads. The State and the county are immune from liability for damages suffered by a person as a result of using any road designated as a minor county road.

2. The board of county highway commissioners may, from time to time, reclassify the roads and may lay out new roads of any class, or the board may change or abandon any roads termed as public highways.

3. The designation of a new road as a main county road, as a general county road or as a minor county road, or the reclassification of any road, or the abandonment of any road does not become effective until after a public hearing is held at which parties in interest and citizens have an opportunity to be heard. At least 10 days' notice of the time and place of the hearing must be published in a newspaper of general circulation in the county.

[1: Art. 4:257:1913; 1919 RL p. 2903; NCL § 5375]—(NRS A 1979, 1173; 1993, 1399)

FEDERAL AND OTHER CASES.

Plaintiff did not have a constitutionally protected property interest in having snow removed from an access road by the county. A plaintiff who resided on a small ranch located in a remote portion of the county filed a federal civil rights action against the county and board of county commissioners for failure by the county to remove snow from a road used by the plaintiff to access the ranch. In granting summary judgment in favor of the county and board of county commissioners, the district court held that the provisions of NRS 277.180, 403.170, 403.180, 403.190, 403.570, 404.080 and 404.120 to 404.150, inclusive, do not create a mandatory obligation on the part of the county to remove snow from a road, and the plaintiff therefore did not have a property interest sufficient to invoke constitutional protection. *Carter v. Lamb*, 872 F. Supp. 784 (1995)

ATTORNEY GENERAL'S OPINIONS.

Where the vacation of a state highway releases an easement over a former county road, it may then be vacated by county commissioners. Where the vacation of a state highway releases an easement over a road that was formerly a county road, it may then be vacated by county commissioners under NCL § 5369 (cf. NRS 403.090 and 403.170). AGO 888 (3-6-1950)

NRS 403.190 Map of county roads filed by board of county highway commissioners; effect of filing of map that includes an R.S. 2477 road; authority of user to file map of minor county road; fees.

1. Except as otherwise provided in subsection 4, upon laying out and designating the county roads as required in NRS 403.170, the board of county highway commissioners shall cause a map of the county to be made, showing the county roads and their designations. The board shall file one copy of the map with the clerk of the board of county highway commissioners, one copy with the Department of Transportation, one copy with the county clerk and one copy with the county recorder.

2. If the map required pursuant to subsection 1 includes a county road located on a right-of-way that the board of county highway commissioners has located, determined the width of and opened for public use pursuant to subsection 2 of NRS 405.191:

(a) The filing of copies of the map pursuant to subsection 1 constitutes the establishment of the existence and location of a right-of-way that is open for public use; and

(b) Acceptance of the map by the Department of Transportation constitutes acknowledgment by the Department of the establishment of the existence and location of a right-of-way that is open for public use.

3. When any road has been designated by the board of county highway commissioners as a standard county road, as provided in NRS 403.180, that designation must be made on the copies of the map on file with the clerk of the board of county highway commissioners, the county clerk, the Department of Transportation and the county recorder.

4. The board of county highway commissioners need not include a minor county road upon the map required by subsection 1. Any person who uses a minor county road may file with the county recorder a map showing the location of the road, appropriately emphasized in black ink upon the map by the person filing it. The map must:

(a) Be a topographical map prepared by the United States Geological Survey, unless the board of county highway commissioners determines that other specific maps are acceptable.

(b) Have written on its face, in black ink, the townships, ranges and sections through which the road traverses.

→ The map so filed is evidence of the existence and location of the road. Each person filing such a map shall pay to the county recorder a fee of \$17 for the first sheet of the map plus \$10 for each additional sheet.

[3: Art. 4:257:1913; 1919 RL p. 2903; NCL § 5377]—(NRS A 1979, 1174; 1993, 1400; 2001, 3220; 2011, 299)

FEDERAL AND OTHER CASES.

Plaintiff did not have a constitutionally protected property interest in having snow removed from an access road by the county. A plaintiff who resided on a small ranch located in a remote portion of the county filed a federal civil rights action against the county and board of county commissioners for failure by the county to remove snow from a road used by the plaintiff to access the ranch. In granting summary judgment in favor of the county and board of county commissioners, the district court held that the provisions of NRS 277.180, 403.170, 403.180, 403.190, 403.570, 404.080 and 404.120 to 404.150, inclusive, do not create a mandatory obligation on the part of the county to remove snow from a road, and the plaintiff therefore did not have a property interest sufficient to invoke constitutional protection. *Carter v. Lamb*, 872 F. Supp. 784 (1995)

LANDER COUNTY COMMISSIONERS MEETING
6/14/2018

Agenda Item Number __6__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding the canvas of the votes for the June 12, 2018 Primary Election, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: JUNE 14, 2018



NAME: Sadie Sullivan REPRESENTING: LANDER COUNTY CLERK

ADDRESS: 50 State Route 305 Battle Mountain NV 89820

PHONE (H): _____ (W): 775 635 5738 (FAX): _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 775 635 5738

WHO WILL BE ATTENDING THE MEETING: Sadie Sullivan

JOB TITLE: Lander County Clerk

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

Canvas of the vote for 2018 Primary Election

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

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

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

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

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

FOR REVIEW BY:

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

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

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

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

Sadie Sullivan

DATE: 5/01/18

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

2018 MAY -9 AM 10:28
LANDER COUNTY
ADMINISTRATION

LANDER COUNTY COMMISSIONERS MEETING
6/14/2018

Agenda Item Number __7__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to award the bid for PWP # LA2018-093 to Dales Services Inc. for the installation of the fueling system at the Austin Airport in an amount not to exceed \$238,258.00, and all other matters properly related thereto.

Public Comment:

Background: **Attached**

Recommended Action: **Award the bid to Dales Services Inc. in an amount not to exceed \$238,258.00.**

AGENDA REQUEST FORM



COMMISSIONER MEETING DATE: JUNE 14, 2018

NAME TOM LEMELAGER REPRESENTING: J-U-B

ADDRESS: 250 S. BEECHWOOD AVE SUITE 201

PHONE(H): 2083767330 (W): 2085014196 (FAX): 2083239336

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 2083767330

WHO WILL BE ATTENDING THE MEETING TOM LEMELAGER
JOB TITLE SENIOR AIRPORT PROJECT MANAGER

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: AWARD FOR PWP #LA-2018-093
AND PWP #LA-2018-092

BACKGROUND INFORMATION OPENED BIDS FOR PWP PROJECTS ON MAY 23, 2018

ONE IS A SELF SERVICE FUELING FACILITY AT AUSTIN AIRPORT AND THE
OTHER IS A SELF SERVICE FUELING FACILITY AT BATTLE MOUNTAIN AIRPORT

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? AWARD PWP
PROJECTS: PWP #LA-2018-093 FOR \$238,258.00 (INCLUDES \$7,300 ADDITIVE
PWP #LA-2018-092 FOR \$276,493.00 OPTION)

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

AMOUNT: SEE ACTION ABOVE

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

WHEN? _____

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

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

IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES ☒ NO ☐

IF THE ITEM IS A CONTRACT AND/OR AGREEMENT, OR REQUIRES LEGAL REVIEW, IT MUST BE REVIEWED BY THE DISTRICT ATTORNEY'S OFFICE PRIOR TO AGENDA SETTING OR IT WILL NOT GO ON THE AGENDA.

HAS THE DISTRICT ATTORNEY'S OFFICE PROVIDED THE REQUIRED REVIEW? YES ☐ NO ☒ N/A

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

[Signature]

DATE MAY 31, 2018

BID SUMMARY		
PROJECT TITLE:	AUSTIN AIRPORT - Install Fueling System	
PROJECT NUMBER:	PWP # LA-2018-093	
OWNER:	Lander County, Nevada	
ENGINEER:	J-U-B Engineers, Inc.	
PROPOSAL OPENING:	5/23/2018 3:30 PM	
LOCATION:	Lander County Clerk's Office	
BID INFORMATION:		
CONTRACTOR:	ENGINEER'S ESTIMATE	DALE'S SERVICES, INC.
Bid Proposal (Signed)	-	X
Bid Schedule of Items & Prices	-	X
Acknowledgement of Addenda (#1)	-	X
Bid Bond	-	X
Statement of Bidders Pre-Qualifications	-	X
Subcontractors List	-	X
Plan Holder	-	X
Bid Schedule A	\$235,000.00	\$230,958.00
Bid Schedule B	\$15,000.00	\$7,300.00
Bid Total	\$250,000.00	\$238,258.00
Bidder Rank		1

NOTICE OF AWARD

To: Dale's Services Inc.; Attn: Mr. Conly Hobson
7755 W Mossy Cup St
Boise, ID 83709

Dated: _____

PROJECT DESCRIPTION: Install Fueling System at Austin Airport (PWP # LA-2018-093)

The OWNER has considered the Bid submitted by you on May 23, 2018, for the above-described Work in response to its Invitation for Bid and Information for Bidders.

You are hereby notified that your Bid for **Base Bid Sch. A** and **Additive Option Sch. B** has been accepted for items in the amount of

Two Hundred Thirty Eight Thousand, Two Hundred Fifty-Eight Dollars and Zero Cents (\$238,258.00)

You are required by the Information for Bidders to fully execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance within fifteen (15) calendar days from the date of this Notice to you, which is by _____.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2018

OWNER

By: _____
Signature

Title: _____

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the NOTICE OF AWARD is hereby acknowledged by Dale's Services, Inc., this ____ day of _____, 2018

CONTRACTOR

By: _____
Signature

Title: _____

INVITATION FOR BID

Sealed proposals will be received for the Install Fueling System project, addressed to the Lander County Clerk, 50 State Route 305 South, Battle Mountain, Nevada 89820 until **3:30 pm** local time on **May 23, 2018**, and then will be publicly opened and read. Bids received after the time fixed for the opening will not be considered.

A pre-bid meeting will be held at the Austin Airport, Austin Airport Rd, Austin, NV 89310 at 2:00 pm, local time May 9, 2018 for those interested contractors, subcontractors, and suppliers.

The project consists of, but is not limited to, all fueling site clearing and preparation, placement of the fueling pad & foundation, installation of the fuel tank, installation of all fueling system components, installation of utility conductors and connections, and all other work required to provide a new fully functional fueling system. Also included is the conversion of the existing tank and fueling system from AVGAS to Jet A.

Bidding and Construction Documents may be obtained from J-U-B ENGINEERS, Inc starting on May 2, 2018. Electronic copies are available via email at no charge. Please contact David Meyer, P.E., at DMEYER@JUB.COM. Bidders must obtain a copy of the plans and contract documents from J-U-B Engineers to be placed on the registered planholders list. Only bids submitted by bidders on the registered planholders list will be considered responsive as stated in the Bidder's Checklist.

Each bid must be accompanied by a certified check, cash, cashier's check, or bid bond in an amount not less than 5% of the total bid. This project includes County funds and is subject to the wage provisions of the State of Nevada Prevailing Wage Rates and related acts. Each bidder shall furnish the Statement of Bidders Pre-Qualifications to the OWNER with satisfactory evidence of his competency to perform the work contemplated with the bid.

Lander County reserves the right to reject any and all proposals, waive any informalities, or irregularities, postpone the award of the Contract for a period not to exceed ninety (90) days, and accept the proposal that is in the best interest of the Owner. The award of the Bid is contingent upon project funding.

**SEALED BID - Opening May 23, 2018 3:30 PM
LANDER COUNTY, NEVADA
AUSTIN AIRPORT
INSTALL FUELING SYSTEM
PWP #LA-2018-093**

FROM:



7755 W Mossy Cup St.
Boise, Idaho 83709

**TO:
LANDER COUNTY CLERK
50 State Route 305 South
Battle Mountain, Nevada 89820**

**BIDS RECEIVED BY Wednesday, May 23, 2018 3:30 p.m.
AUSTIN FUEL SYSTEM**

NO	DATE	NAME/BIDDER	BID AMOUNT	ADDITIVE/ ALTERNATIVE BID	BID BOND YES/NO
1	5/22/18 opened 5/23/18	David Hobson Dale's Service, Inc.	\$ 230,958 ⁰⁰ Total - \$238,258 ⁰²	\$ 7,300 ⁰²	yes
2					
3					
4					
5					
6					

OPENED BY: Kathy Durrell DEPUTY CLERK
[Signature] DEPUTY CLERK
Sadie Sullivan DEPARTMENT HEAD/ELECTED OFFICIAL
 _____ ENGINEERING FIRM

Lander County, Nevada
AUSTIN AIRPORT
Install Fueling System
PWP # LA-2018-093

BID PROPOSAL

Proposal of Dale's Service, Inc. (hereinafter called "Bidder"), organized and existing
under the laws of the State of Idaho, doing business as
* Corporation.

To Lander County, Nevada (hereinafter called the "OWNER").

In compliance with your Advertisement for Bids for the **Install Fueling System** project, having examined the Drawings and Specifications with related documents and the site of the proposed Work, and being familiar with all the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby propose to furnish all labor, materials and supplies and to complete the Work in accordance with the Contract Documents within the time set forth therein. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this is a part.

By submission of this Bid, each Bidder certifies, and in case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder agrees that the Work will be substantially completed within the time identified in the Instruction for Bidders after the date when the Contract Time commences to run.

The Bidder accepts the provisions of the Agreement as to the liquidated damages in the event of failure to complete the Work on time.

* Insert "a corporation", "a partnership", or "an individual" as applicable.

Lander County, Nevada
AUSTIN AIRPORT
Install Fueling System
PWP # LA-2018-093

BID PROPOSAL (CONTINUED)

BID SCHEDULE OF ITEMS AND PRICES

The bidder agrees to perform all work described in accordance with the Contract Documents, Specifications and as shown on the Plans for the following unit prices. Unit prices for all items, all extensions, and the total amount of the Bid shall be shown.

PROJECT TITLE: Install Fueling System

CONTRACTOR NAME: Dale's Service, Inc.

BASE BID SCHEDULE A – INSTALL NEW FUELING SYSTEM AND CONVERT EXISTING FUELING SYSTEM

Item No.	Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
1.	SP-1-2.1	Mobilization	1	LS	\$13,738.00	\$13,738.00
2.	SP-2-15.1	Fueling System, Complete and Operational	1	LS	\$217,220.00	\$217,220.00
BASE BID SCHEDULE A SUBTOTAL						\$230,958.00

ADDITIVE OPTION BID SCHEDULE B – INSTALL FLOOD LIGHT

Item No.	Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
3.	SP-1-2.1	Mobilization	1	LS	\$1,000.00	\$1,000.00
4.	SP-2-15.1	Flood Light, Complete and Operational	1	LS	\$6,300.00	\$6,300.00
ADDITIVE OPTION SCHEDULE B SUBTOTAL						\$7,300.00

BASE BID SCHEDULE A SUBTOTAL	\$230,958.00
ADDITIVE OPTION SCHEDULE B SUBTOTAL	\$ 7,300.00
TOTAL PROJECT COST	\$238,258.00

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 Date: 05-11-2018

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Lander County, Nevada
AUSTIN AIRPORT
Install Fueling System
PWP # LA-2018-093

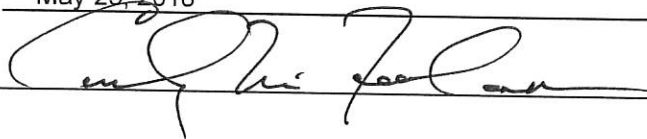
BID PROPOSAL (CONTINUED)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Seal if Bid is By Corporation)

SUBMITTED ON (DATE) May 23, 2018

BIDDERS SIGNATURE



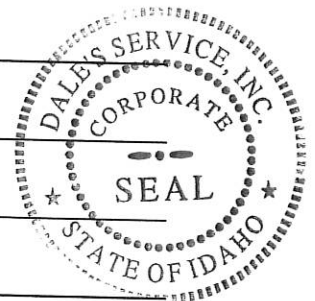
TYPED NAME AND TITLE Conly M. Hobson, Vice-President

COMPANY NAME Dale's Service, Inc.

MAILING ADDRESS 7755 W Mossy Cup Street Boise, Idaho 83709

TELEPHONE 208-344-8607

CONTRACTOR'S REVENUE TAX NUMBER 1002209382



Lander County, Nevada
 AUSTIN AIRPORT
 Install Fueling System
 PWP # LA-2018-093

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, DALE'S SERVICE, INC., as Principal, and WESTERN SURETY COMPANY, as Surety, a corporation duly organized under the laws of the State of SOUTH DAKOTA, having its principal place of business at SIOUX FALLS in the State of SOUTH DAKOTA and authorized to do business in the State of Nevada are hereby held and firmly bound unto Lander County, Nevada as OWNER in the penal sum of FIVE PERCENT OF AMOUNT BID (\$5% OF BID) the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed this 18TH day of MAY, 2018.

The conditions of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **Install Fueling System, PWP # LA-2018-093.**

NOW, THEREFORE, (a) if said Bid shall be rejected, or (b) if said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation herein stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and signed of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officer, the day and year first set forth above.

By: David L. Lisen

Principal

WESTERN SURETY COMPANY

By: John Magnuson

Surety JOHN MAGNUSON, ATTORNEY-IN-FACT

Countersigned:

By: John Magnuson

JOHN MAGNUSON, NV LIC# 171037

Resident Agent

The Attorney-in-Fact (Resident Agent), who executed this Bond in behalf of the Surety Company, must attach a copy of his power-of-attorney as evidence of his authority.

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

John Magnuson of San Diego,
State of California, with limited authority, its true and lawful Attorney-in-Fact, will full power and authority hereby conferred to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One 5% Bid Bond

bond with bond number 63653661

for Dale's Service, Inc.

as Principal in the penalty amount not to exceed: \$ 400,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 18th day of May,
2018.

ATTEST

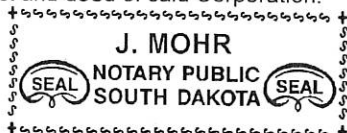
A. Vietor
A. Vietor, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 18th day of May, 2018, before me, a Notary Public, personally appeared
Paul T. Bruflat and A. Vietor

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

☐ Acknowledgment of Principal

☒ Acknowledgment of Surety (Attorney-in-Fact)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California }
COUNTY OF San Diego } ss

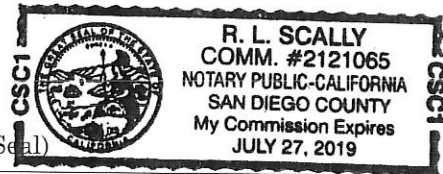
On MAY 18 2018 before me, R. L. Scally - A Notary Public,
date here insert name and title of the officer
personally appeared John Magnuson,
name(s) of signer(s)

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  (Seal)



(The balance of this page is intentionally left blank.)



STATEMENT OF BIDDER'S PRE-QUALIFICATIONS
(TO BE SUBMITTED WITH BID)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder and office where project will be administered:
Dale's Service, Inc. Norman Hobson - Superintendent
7755 W Mossy Cup Street Boise, Idaho 83709 208-344-8607
2. List two or more construction projects similar in size and scope to this project that your company has completed within the past 3 years. Provide the following:
 - a. Project Name: Silverhawk Aviation
 - b. Owner Name: Silverhawk Aviation
 - c. Owner Contact: Catherine Weber
 - d. Total Contract Amount: \$40,562.24
 - e. Project Duration: 45 Days
 - f. Project Superintendent: Norman Hobson
 - a. Project Name: Baker City Airport Apron Reconstruction
 - b. Owner Name: City of Baker
 - c. Owner Contact: Mark Sanderfer
 - d. Total Contract Amount: \$71,100.00
 - e. Project Duration: 50 Days
 - f. Project Superintendent: Norman Hobson
 - a. Project Name: _____
 - b. Owner Name: _____
 - c. Owner Contact: _____
 - d. Total Contract Amount: _____
 - e. Project Duration: _____
 - f. Project Superintendent: _____

Note: All contact information shall be verified by the CONTRACTOR to be current and correct. This Information shall include: the OWNER's name, address, phone number, the OWNER's representative, who has working knowledge of the project, their name and phone number.

3. List any projects involving your company that have involved litigation, threatened litigation, or negotiated settlements due to quality of work, contract time or other noncompliance with plans and specifications.
4. In order to submit a Bid, the Bidder shall be licensed by the Nevada State Contractors' Board pursuant to Nevada Revised Statutes (NRS) Chapter 624 to perform the type of work required in the contract.

64

STATEMENT OF BIDDER'S PRE-QUALIFICATIONS (Continued)

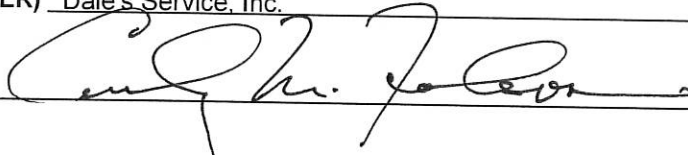
The undersigned, as a duly authorized representative of the CONTRACTOR, certifies that the information provided in this Prequalification Form is accurate as reported.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement.

Dated at Boise, Idaho this 17th day of May 2018.

(NAME OF BIDDER) Dale's Service, Inc.

By: _____



Title: Vice-President

State of Idaho)
) ss.
County of Ada)

Conly M. Hobson being duly sworn deposes and says that he is Vice-President of Dale's Service, Inc. (Name of Organization) and that the answers to the foregoing questions and all statements therein contained are true and correct.

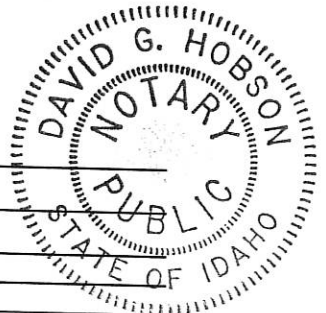
Subscribed and sworn to before me this 17th day of May 2018.

(Notary Public) _____



State of Idaho

My Commission Expires August 31, 2019



SUBCONTRACTOR LIST
(TO BE SUBMITTED WITH BID)

Bidders are required to list the name of the **prime contractor** and **all first tier subcontractors** who will provide labor or a portion of the 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. Bidders shall also provide a description of the labor or portion of work to be provided by the prime contractor and all first tier subcontractors as well as the estimated percent of total bid. Failure to complete this list pursuant Nevada Revised Statute (NRS) 338.141 will result in your bid being non-responsive and therefore void.

The bidder acknowledges that the **prime contractor** will perform all work other than that being performed by a first-tier subcontractor listed below.

<u>Dale's Service, Inc.</u> Prime Contractor	<u>Site prep, piping, set tank, concrete</u> Portion of Work	<u>8 1/2%</u> % of Total Bid
<u>I & E, Inc.</u> Subcontractor	<u>Electrical</u> Portion of Work	<u>12%</u> % of Total Bid
<u>Maga Trucking</u> Subcontractor	<u>Crane</u> Portion of Work	<u>2%</u> % of Total Bid
<u>Subcontractor</u>	<u>Portion of Work</u>	<u> </u> % of Total Bid
<u>Subcontractor</u>	<u>Portion of Work</u>	<u> </u> % of Total Bid
<u>Subcontractor</u>	<u>Portion of Work</u>	<u> </u> % of Total Bid
<u>Subcontractor</u>	<u>Portion of Work</u>	<u> </u> % of Total Bid
<u>Subcontractor</u>	<u>Portion of Work</u>	<u> </u> % of Total Bid
<u>Subcontractor</u>	<u>Portion of Work</u>	<u> </u> % of Total Bid
<u>Subcontractor</u>	<u>Portion of Work</u>	<u> </u> % of Total Bid

LANDER COUNTY COMMISSIONERS MEETING
6/14/2018

Agenda Item Number __8__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to award the bid for PWP # LA-2018-092 to Dale's Services Inc. for the installation of Self-Service Fueling System at the Battle Mountain Airport in an amount not to exceed \$276,493.00, and all other matters properly related thereto.

Public Comment:

Background: **attached**

Recommended Action: **Award the bid to Dales Services Inc. in an amount not to exceed \$276,493.00**

BID SUMMARY		
PROJECT TITLE:	BATTLE MOUNTAIN AIRPORT - Install Self-Service Fueling System	
PROJECT NUMBER:	PWP # LA-2018-092	
OWNER:	Lander County, Nevada	
ENGINEER:	J-U-B Engineers, Inc.	
PROPOSAL OPENING:	5/23/2018 2:30 PM	
LOCATION:	Lander County Clerk's Office	
BID INFORMATION:		
CONTRACTOR:	ENGINEER'S ESTIMATE	DALE'S SERVICES, INC.
Bid Proposal (Signed)	-	X
Bid Schedule of Items & Prices	-	X
Acknowledgement of Addenda (#1)	-	X
Bid Bond	-	X
Statement of Bidders Pre-Qualifications	-	X
Subcontractors List	-	X
Plan Holder	-	X
Bid Schedule A	\$250,000.00	\$276,493.00
Bid Total	\$250,000.00	\$276,493.00
Bidder Rank		1

NOTICE OF AWARD

To: Dale's Services Inc.; Attn: Mr. Conly Hobson
7755 W Mossy Cup St
Boise, ID 83709

Dated: _____

PROJECT DESCRIPTION: Install Self-Service Fueling System at Battle Mountain Airport
(PWP # LA-2018-092)

The OWNER has considered the Bid submitted by you on May 23, 2018, for the above-described Work in response to its Invitation for Bid and Information for Bidders.

You are hereby notified that your Base Bid has been accepted for items in the amount of

Two Hundred Seventy-Six Thousand, Four Hundred Ninety-Three Dollars and Zero Cents
(\$276,493.00)

You are required by the Information for Bidders to fully execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance within fifteen (15) calendar days from the date of this Notice to you, which is by _____.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2018.

OWNER

By: _____
Signature

Title: _____

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the NOTICE OF AWARD is hereby acknowledged by Dale's Services, Inc., this ____ day of _____, 2018.

CONTRACTOR

By: _____
Signature

Title: _____

INVITATION FOR BID

Sealed proposals will be received for the Install Self-Service Fueling System project, addressed to the Lander County Clerk, 50 State Route 305 South, Battle Mountain, Nevada 89820 until **2:30 pm** local time on **May 23, 2018**, and then will be publicly opened and read. Bids received after the time fixed for the opening will not be considered.

A pre-bid meeting will be held at the Battle Mountain Airport, 1080 Airport Rd, Battle Mountain, NV 89820 at 10:30 am, local time May 9, 2018 for those interested contractors, subcontractors, and suppliers.

The project consists of, but is not limited to, all fueling site clearing and preparation, placement of the fueling pad & foundation, installation of the fuel tank, installation of all fueling system components, installation of utility conductors and connections, and all other work required to provide a new fully functional self-service fueling system.

Bidding and Construction Documents may be obtained from J-U-B ENGINEERS, Inc starting on May 2, 2018. Electronic copies are available via email at no charge. Please contact David Meyer, P.E., at DMEYER@JUB.COM. Bidders must obtain a copy of the plans and contract documents from J-U-B Engineers to be placed on the registered planholders list. Only bids submitted by bidders on the registered planholders list will be considered responsive as stated in the Bidder's Checklist.

Each bid must be accompanied by a certified check, cash, cashier's check, or bid bond in an amount not less than 5% of the total bid. This project includes County funds and is subject to the wage provisions of the State of Nevada Prevailing Wage Rates and related acts. Each bidder shall furnish the Statement of Bidders Pre-Qualifications to the OWNER with satisfactory evidence of his competency to perform the work contemplated with the bid.

Lander County reserves the right to reject any and all proposals, waive any informalities, or irregularities, postpone the award of the Contract for a period not to exceed ninety (90) days, and accept the proposal that is in the best interest of the Owner. The award of the Bid is contingent upon project funding.

**SEALED BID - Opening May 23, 2018 2:30 PM
LANDER COUNTY, NEVADA
BATTLE MOUNTAIN AIRPORT
INSTALL SELF-SERVICE FUELING SYSTEM
PWP #LA-2018-092**

FROM:



7755 W Mossy Cup St.
Boise, Idaho 83709

TO:

**LANDER COUNTY CLERK
50 State Route 305 South
Battle Mountain, Nevada 89820**

BIDS RECEIVED BY Wednesday, May 23, 2018 2:30 p.m.
BATTLE MOUNTAIN FUEL SYSTEM

NO	DATE	NAME/BIDDER	BID AMOUNT	ADDITIVE/ ALTERNATIVE BID	BID BOND YES/NO
1	5/22/18 opened 5/23/18	David Hobson Dale's Service, Inc	# 276,493 ⁰⁰		yes
2					
3					
4					
5					
6					

OPENED BY:

Kathy Duvall

DEPUTY CLERK

[Signature]

DEPUTY CLERK

Sadie Sullivan

DEPARTMENT HEAD/ELECTED OFFICIAL

ENGINEERING FIRM

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Install Self-Service Fueling System
PWP # LA-2018-092

BID PROPOSAL

Proposal of Dale's Service, Inc. (hereinafter called "Bidder"), organized and existing under the laws of the State of Idaho, doing business as * Corporation.

To Lander County, Nevada (hereinafter called the "OWNER").

In compliance with your Advertisement for Bids for the **Install Self- Service Fueling System** project, having examined the Drawings and Specifications with related documents and the site of the proposed Work, and being familiar with all the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby propose to furnish all labor, materials and supplies and to complete the Work in accordance with the Contract Documents within the time set forth therein. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this is a part.

By submission of this Bid, each Bidder certifies, and in case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder agrees that the Work will be substantially completed within the time identified in the Instruction for Bidders after the date when the Contract Time commences to run.

The Bidder accepts the provisions of the Agreement as to the liquidated damages in the event of failure to complete the Work on time.

* Insert "a corporation", "a partnership", or "an individual" as applicable.

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Install Self-Service Fueling System
PWP # LA-2018-092

BID PROPOSAL (CONTINUED)

BID SCHEDULE OF ITEMS AND PRICES

The bidder agrees to perform all work described in accordance with the Contract Documents, Specifications and as shown on the Plans for the following unit prices. Unit prices for all items, all extensions, and the total amount of the Bid shall be shown.

PROJECT TITLE: Install Self-Service Fueling System

CONTRACTOR NAME: Dale's Service, Inc.

BASE BID

Item No.	Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
1.	SP-1	Mobilization	1	LS	\$12,680.00	\$ 12,680.00
2.	SP-2	Self-Service Fueling System	1	LS	\$263,813.00	\$263,813.00
TOTAL BASE BID						\$276,493.00

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1

Date: 05-11-2018

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Install Self-Service Fueling System
PWP # LA-2018-092

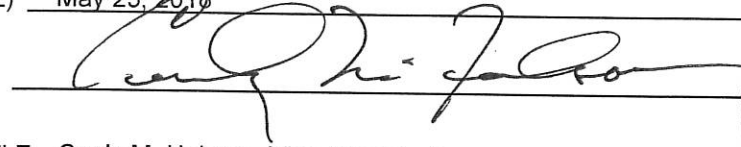
BID PROPOSAL (CONTINUED)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Seal if Bid is By Corporation)

SUBMITTED ON (DATE) May 23, 2018

BIDDERS SIGNATURE



TYPED NAME AND TITLE Conly M. Hobson, Vice-President

COMPANY NAME Dale's Service, Inc.

MAILING ADDRESS 7755 W Mossy Cup Street Boise, Idaho 83709

TELEPHONE 208-344-8607

CONTRACTOR'S REVENUE TAX NUMBER 1002209382



Lander County, Nevada
 BATTLE MOUNTAIN AIRPORT
 Install Self-Service Fueling System
 PWP # LA-2018-092

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, DALE'S SERVICE, INC., as Principal, and WESTERN SURETY COMPANY, as Surety, a corporation duly organized under the laws of the State of SOUTH DAKOTA, having its principal place of business at SIOUX FALLS in the State of SOUTH DAKOTA and authorized to do business in the State of Nevada are hereby held and firmly bound unto Lander County, Nevada as OWNER in the penal sum of FIVE PERCENT OF AMOUNT BID (\$5% OF BID) the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed this 18TH day of MAY, 2018.

The conditions of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **Install Self-Service Fueling System, PWP # LA-2018-092.**

NOW, THEREFORE, (a) if said Bid shall be rejected, or (b) if said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation herein stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officer, the day and year first set forth above.

By: _____

Principal

WESTERN SURETY COMPANY

By: _____

Surety JOHN MAGNUSON, ATTORNEY-IN-FACT

Countersigned:

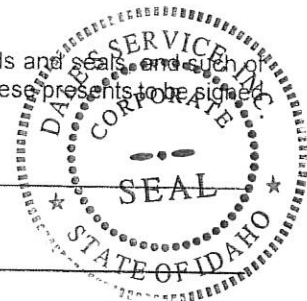
By: _____

JOHN MAGNUSON, INV LIC# 171037

Resident Agent

The Attorney-in-Fact (Resident Agent), who executed this Bond in behalf of the Surety Company, must attach a copy of his power-of-attorney as evidence of his authority.

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.



Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

John Magnuson of San Diego,
State of California, with limited authority, its true and lawful Attorney-in-Fact, will full power and authority hereby conferred to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One 5% Bid Bond

bond with bond number 63653679

for Dale's Service, Inc.

as Principal in the penalty amount not to exceed: \$ 400,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 18th day of May,
2018.

ATTEST

A. Vietor
A. Vietor, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 18th day of May, 2018, before me, a Notary Public, personally appeared
Paul T. Bruflat and A. Vietor

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA
My Commission Expires June 23, 2021

J. Mohr
Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

☐ Acknowledgment of Principal

☒ Acknowledgment of Surety (Attorney-in-Fact)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California }
COUNTY OF San Diego } ss

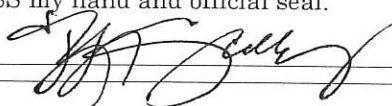
On MAY 18 2018 before me, R. L. Scally - A Notary Public,
date here insert name and title of the officer
personally appeared John Magnuson,
name(s) of signer(s)

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.

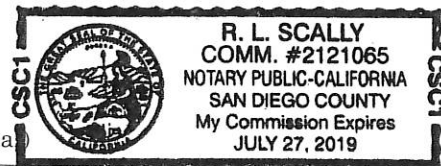
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Install Self-Service Fueling System
PWP # LA-2018-092

STATEMENT OF BIDDER'S PRE-QUALIFICATIONS
(TO BE SUBMITTED WITH BID)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder and office where project will be administered:
Dale's Service, Inc. Norman Hobson - Superindendent
7755 W Mossy Cup Street Boise, Idaho 83709
2. List two or more construction projects similar in size and scope to this project that your company has completed within the past 3 years. Provide the following:
 - a. Project Name: Silverhawk Aviation
 - b. Owner Name: Silverhawk Aviation
 - c. Owner Contact: Catherine Weber
 - d. Total Contract Amount: \$40,562.24
 - e. Project Duration: 45 Days
 - f. Project Superintendent: Norman Hobson
 - a. Project Name: Baker City Airport Apron Reconstruction
 - b. Owner Name: City of Baker
 - c. Owner Contact: Mark Sanderfer
 - d. Total Contract Amount: \$71,100.00
 - e. Project Duration: 50 Days
 - f. Project Superintendent: Norman Hobson
 - a. Project Name: _____
 - b. Owner Name: _____
 - c. Owner Contact: _____
 - d. Total Contract Amount: _____
 - e. Project Duration: _____
 - f. Project Superintendent: _____

Note: All contact information shall be verified by the CONTRACTOR to be current and correct. This Information shall include: the OWNER's name, address, phone number, the OWNER's representative, who has working knowledge of the project, their name and phone number.

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Install Self-Service Fueling System
PWP # LA-2018-092

3. List any projects involving your company that have involved litigation, threatened litigation, or negotiated settlements due to quality of work, contract time or other noncompliance with plans and specifications.
4. In order to submit a Bid, the Bidder shall be licensed by the Nevada State Contractors' Board pursuant to Nevada Revised Statutes (NRS) Chapter 624 to perform the type of work required in the contract.

Nevada Contractors License: 0071016

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Install Self-Service Fueling System
PWP # LA-2018-092

STATEMENT OF BIDDER'S PRE-QUALIFICATIONS (Continued)

The undersigned, as a duly authorized representative of the CONTRACTOR, certifies that the information provided in this Prequalification Form is accurate as reported.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement.

Dated at Boise, Idaho this 17th day of May 2018.

(NAME OF BIDDER) Dale's Service, Inc.

By: _____

Title: Vice-President

State of Idaho)
) ss.
County of Ada)

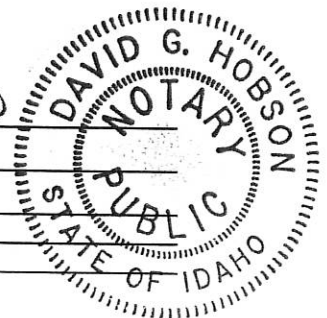
Only M. Hobson being duly sworn deposes and says that he is Vice-President of Dale's Service, Inc. (Name of Organization) and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 17th day of May 2018.

(Notary Public) _____

State of Idaho

My Commission Expires August 31, 2019



Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Install Self-Service Fueling System
PWP # LA-2018-092

SUBCONTRACTOR LIST
(TO BE SUBMITTED WITH BID)

Bidders are required to list the name of the **prime contractor** and **all first tier subcontractors** who will provide labor or a portion of the 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. Bidders shall also provide a description of the labor or portion of work to be provided by the prime contractor and all first tier subcontractors as well as the estimated percent of total bid. Failure to complete this list pursuant Nevada Revised Statute (NRS) 338.141 will result in your bid being non-responsive and therefore void.

The bidder acknowledges that the **prime contractor** will perform all work other than that being performed by a first-tier subcontractor listed below.

<u>Dale's Service, Inc.</u> Prime Contractor	<u>Site prep, piping, set thanks, concrete</u> Portion of Work	<u>86%</u> % of Total Bid
<u>I & E Inc.</u> Subcontractor	<u>Electrical</u> Portion of Work	<u>12%</u> % of Total Bid
<u>Maga Trucking</u> Subcontractor	<u>Crane</u> Portion of Work	<u>2%</u> % of Total Bid
<u>Subcontractor</u>	<u>Portion of Work</u>	<u>% of Total Bid</u>
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<u>Subcontractor</u>	<u>Portion of Work</u>	<u>% of Total Bid</u>
<u>Subcontractor</u>	<u>Portion of Work</u>	<u>% of Total Bid</u>

LANDER COUNTY COMMISSIONERS MEETING
6/14/2018

Agenda Item Number __9__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove Change Order #1 from Hunewill Construction for the Water Transmission Main 2018 Project in an amount not to exceed \$369,927.64, and all other matters properly related thereto.

Public Comment:

Background: **Change Order #1 attached**

Recommended Action:

Date: 5/30/2018

CHANGE ORDER

Number: 1

Contract

WATER TRANSMISSION MAIN 2018

Period: May 1, 2018

To: May 31, 2018

	Calender Days		%
Contract Time	150	Work Completed	7.0
Elapsed	40	Time Elapsed	26.7
Remainder	110		

Bid	Description	Contract			Completed	
Item		Quantity	Unit Price	Value, \$	%	Value, \$
ADDITIONS						
2	Install 16" PVC Water Main	800	\$55.14	\$44,112.00	0	\$44,112.00
4	Install 2" Air Valve Assembly	1	\$7,400	\$7,400.00	0	\$7,400.00
5	Install New Fire Hydrant Assemblies	8	\$7,400	\$59,200.00	0	\$59,200.00
6	Install 2" PE Water Services	17	\$1,615	\$27,455.00	0	\$27,455.00
7	Install 1" PE Water Services	36	\$395	\$14,220.00	0	\$14,220.00
8	Install Single Water Meter Pits	36	\$1,267	\$45,612.00	0	\$45,612.00
10	Install 16" Tee (Station 17+80)	1	\$14,374	\$14,374.00	0	\$14,374.00
A-4	Install 12" ADS Culverts	5	\$4,008	\$20,040.00	0	\$20,040.00
---	Remove Exist. 12" CMP Culvert	1	\$2,353.64	\$2,353.64	0	\$2,353.64
---	Install 8" PVC Water Main	2,960	\$29	\$85,840.00	0	\$85,840.00
---	Tie in at Ranchette and Buena Vista	2	\$23,531	\$47,062.00	0	\$47,062.00
---	Paving Patch	3,000	\$8.00	\$24,000.00	0	\$24,000.00
DEDUCTIONS						
A-4	Install 12" CMP Culverts	3	\$7,247	-\$21,741.00	0	-\$21,741.00
	TOTAL CHANGE ORDER AMOUNT					\$369,927.64

ORIGINAL CONTRACT AMOUNT

\$2,070,242.00

Previous Change Orders

\$0.00

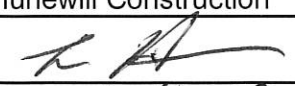
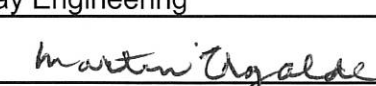
This Change Order

\$369,927.64

Total Change From All Change Orders

\$369,927.64

NEW CONTRACT AMOUNT**\$2,440,169.64**

Contractor	Engineer	Owner
Hunewill Construction	Day Engineering	Lander County
		
Date: 6-4-18	Date: 6-4-18	Date:

LANDER COUNTY COMMISSIONERS MEETING
6/14/2018

Agenda Item Number _10__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove the Intrastate Interlocal Contract between the State of Nevada acting by and through it's Department of Health and Human Services, Aging and Disability Services Division and Lander County for support services to children with intellectual and developmental disabilities, and all other matters properly related thereto.

Public Comment:

Background: **Contract attached with highlighted changes behind.**

Recommended Action: **Approval**

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

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

and

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

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

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

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

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

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

3. CONTRACT TERM. This Contract shall be effective 07/01/2018 and will continue year to year with an automatic renewal unless sooner terminated by either party as set forth in this Contract.

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

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

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

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: SERVICE BILLING

ATTACHMENT C: BUSINESS ASSOCIATE ADDENDUM

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

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

9. INSPECTION & AUDIT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LANDER COUNTY

Signature Date Title

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

Dena Schmidt Date Title
Administrator, Aging and Disability Services

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

Signature – Nevada State Board of Examiners APPROVED BY BOARD OF EXAMINERS

On _____
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada On _____
(Date)

ATTACHMENT A SCOPE OF WORK

A. PURPOSE AND OBJECTIVES:

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

Definitions:

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

Child is an individual under the age of 18.

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

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

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

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

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

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

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

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

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

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

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

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

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

Transportation expenses include bus passes, stipends for gas or other items related to traveling from one place to another place.

B. ADSD AGREES:

- 1) To perform all intake services for children (age 18 and under) with an intellectual disability and/ or a developmental disability to determine eligibility for Developmental Services (DS). ADSD agrees to accept all eligible children based on criteria established and set forth per NRS 433.174, NRS 433.211, NAC 435.400, and ADSD policy: Qualification Guidelines for Developmental Services. The criteria DS uses to determine eligibility includes, but is not limited to:
 - a. A confirmed diagnosis of intellectual disability;
 - b. Developmental delays (if under age 6) with eligibility re-determined at age 6;
 - c. Another diagnosed condition closely related to an intellectual disability that results in substantial functional limitations (42CFR 435.1009) (NRS 433.211);

d. Residency in Nevada.

- 2) To provide a written social assessment, if requested, completed by a Qualified Intellectual Disability Professional along with a statement of qualification completed by a licensed psychologist for each child determined eligible for DS.
- 3) To assure each family, as appropriate, submits a Medicaid application and required supporting documentation during the intake process prior to authorization of service.
- 4) To verify the family's Medicaid eligibility/ineligibility status via disposition letters or electronic means.
- 5) To comply with the Health Insurance Portability and Accountability Act (HIPAA) and Nevada confidentiality regulations regarding healthcare information.
- 6) To coordinate and manage support services selected by the child's parent(s)/legal guardian(s) and approved by ADSD to qualified children living in their natural home environment or an in-state out of home supported living environment. To determine financial eligibility of each child based on the child's family gross income not exceeding 300% of the Federal Poverty Guidelines.
- 7) To determine county of residence in accordance with NRS 428.020. Disputes concerning county of residence will be referred by the disputing county to the Nevada Association of Counties (NACO), which it is specifically agreed has authority to issue a final decision.
- 8) To notify the county of responsibility of any pending applications for services within ten (10) business days as requested by the County.
- 9) To use existing ADSD processes in reviewing applications for those individuals or their guardians/authorized representatives who disagree with the eligibility determination.
- 10) Perform Targeted Case Management services and authorize appropriate services available to the child as specified by the child's parent(s)/legal guardian(s) and approved by ADSD for each qualified child.
- 11) To reimburse qualified providers for services provided to qualified children.
- 12) To resolve provider inquiries and complaints regarding reimbursement.
- 13) To process Targeted Case Management (TCM) claims through the Medicaid fiscal agent.
- 14) To submit quarterly invoices and supporting documents to the County for services provided as outlined in Attachment B.
- 15) To hold telephonic or in person meetings with county representatives quarterly upon request for discussion regarding this scope of work.
- 16) To respond to email questions within 10 work days.

C. THE COUNTY AGREES:

- 1) To accept ADSD's criteria for DS eligibility.
- 2) Eligibility disputes will be appealed through the ADSD's hearing process by the applicant or authorized representative/guardian.
- 3) To refer disputes concerning county of residence to NACO whose decision will be final. The disputing county originally billed is responsible for payment of claims until the dispute is resolved at which time NACO will issue a written determination to notify the counties involved in the dispute and to notify ADSD to make adjusting entries.

- 4) To fund services specifically identified in Attachment B for eligible children as selected by the child's parent(s)/legal guardian(s) and approved by ADSD utilizing the methodology outlined in Attachment B. Funds transferred to ADSD from the County are derived from local government general funds or general taxes.
- 5) To comply with the Health Insurance Portability and Accountability Act (HIPAA) and Nevada confidentiality regulations regarding healthcare information and submit a Business Associate Agreement.
- 6) To submit billing or program questions via email to designated staff.
- 7) Eligible recipients, pursuant to this Agreement, will be entitled to receive TCM and the full range of services for which they are eligible upon request of the child's parent(s)/legal guardian(s) and authorization by ADSD.
- 8) All Agreements establishing this program will be terminated if the County does not comply with the terms of this Agreement, fails to sign this Interlocal Agreement, or terminates the Agreement. The County will be notified thirty (30) calendar days prior to termination for breach of this Agreement, specifying the nature of the breach.
- 9) No state appropriation is available to fund this program. Payment will be made to "Aging and Disability Services Division" and processed electronically through the Nevada State Treasurer's Office within 15 business days of receipt of invoice.
- 10) Upon termination of this Agreement, ADSD will close out the program.

D. ALL PARTIES AGREE:

- 1) It is specifically understood this Agreement is designed to provide services to children with qualifying intellectual and developmental disabilities and all non-federal share costs will be paid by the County.

ATTACHMENT B SERVICE BILLING

MY SIGNATURE INDICATES THAT I AGREE TO ALL CONDITIONS OF THIS SERVICE BILLING AGREEMENT

Signature

Date

Title/County

The following are services offered by the Regional Centers. Services have specific eligibility criteria and are offered for eligible children upon request of the parent(s)/legal guardian(s), and after approval by the Aging and Disability Services Division (ADSD). Not all services may be available due to provider or funding constraints. Current rates are as follows:

- Targeted Case Management hourly rate is \$56.00 (billed in 15-minute increments at \$14.00 each) and is a required service for all eligible persons.
- Clinical Services hourly rate is \$102.28 (billed in 15-minute increments at \$25.57 each) to include individual and group therapy (counseling), behavioral therapy, clinical consultation, and assessments.
- In Home Habilitation hourly rate is \$19.52. This includes supervision, individual training, and direct support management.
- Purchase of Service as a one-time allotment of \$250.00 per child per year for emergency services.
- Supported Living Arrangements hourly rate is \$19.52
- Respite is \$125.00 per month per child (for a total of \$1,500.00 per year if the service is offered all year).
- Jobs and Day Training has a variable rate schedule between \$25.87 and \$155.22 per day.
- Behavioral Consultation is an hourly rate of \$84.92 (Masters) and \$73.84 (Bachelors).
- Non-Medical Transportation is the total transportation cost (bus pass and/or mileage, trip, vehicle costs) not reimbursed by Medicaid.
- Nursing services has a variable rate between \$8.84 and \$126.68 and includes assessments, consultation, and direct service (this could be for 15-minute increments, hourly, or per assessment).
- Nutrition Services are billed at \$65.00 per hour (billed in 15-minute increments at \$16.25 each).

- Room and Board costs (to include rent, utilities, food, and phone) for children who reside in 24-hour Supported Living Arrangements at a varied cost based on market value and actual cost of utilities. Phone is billed at a maximum of \$30 per month. Food is billed at \$227.90 per month.

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

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

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

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

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

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

First quarter of fiscal year: invoiced by August 1st;
 Second quarter of fiscal year: invoiced by November 1st;
 Third quarter of fiscal year: invoiced by February 1st;
 Fourth quarter of fiscal year: invoiced by May 1st.

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

ATTACHMENT C

STATE OF NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

Aging and Disability Services Division

3416 Goni Road, Building D-132

Carson City, NV 89706

Herein after referred to as the "Covered Entity"
and

Lander County

Herein after referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations; and

WHEREAS, Business Associate may have access to and/or create, receive, maintain or transmit certain protected health information from or on behalf of the Covered Entity, in fulfilling its responsibilities under such arrangement; and

WHEREAS, HIPAA Regulations require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information; and

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

I. **DEFINITIONS.** The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
2. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.

3. **Covered Entity** shall mean the HIPAA covered components of the Department listed above (Aging & Disability Services, Child and Family Services, Division of Public and Behavioral Health, Division of Health Care Financing & Policy) and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
4. **Parties** shall mean the Business Associate and the Covered Entity.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such

deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
10. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by Business Associate of HIPAA Regulations or other laws relating to security and privacy.
11. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
12. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
13. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
14. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
15. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records

must document each employee that received training and the date the training was provided or received.

16. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
- b. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
- c. Except as otherwise limited by this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.

2. **Prohibited Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization, in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF THE COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health

information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

V. TERM AND TERMINATION

1. **Effect of Termination:**

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
- b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
- c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents or employees of the Business Associate.

2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** In accordance with the limitations of NRS 41.0305 to NRS 41.039 each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

COVERED ENTITY

**Department of Health and Human Services
Aging and Disability Services**

3416 Goni Road, Building D-132

Carson City, NV 89706

(775) 687-0532 Phone

(775) 687-0573 Fax

(Authorized Signature)

Dena Schmidt

**Administrator, Aging and Disability Services
Division**

(Date)

BUSINESS ASSOCIATE

Lander County

(Business Address)

(City, State and Zip Code)

(Business Phone Number)

(Business FAX Number)

(Authorized Signature)

(Print Name)

(Title)

(Date)

ATTACHMENT A SCOPE OF WORK

A. PURPOSE AND OBJECTIVES:

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

Definitions:

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

Child is an individual under the age of 18.

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

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

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

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

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

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

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

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

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

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

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

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

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

Transportation expenses include bus passes, stipends for gas or other items related to traveling from one place to another place.

B. ADSD AGREES:

- 1) To perform all intake services for children (age 18 and under) with an intellectual disability and/ or a developmental disability to determine eligibility for Developmental Services (DS). ADSD agrees to accept all eligible children based on criteria established and set forth per NRS 433.174, NRS 433.211, NAC 435.400, and ADSD policy: Qualification Guidelines for Developmental Services. The criteria DS uses to determine eligibility includes, but is not limited to:
 - a. A confirmed diagnosis of intellectual disability;
 - b. Developmental delays (if under age 6) with eligibility re-determined at age 6;
 - c. Another diagnosed condition closely related to an intellectual disability that results in substantial functional limitations (42CFR 435.1009) (NRS 433.211);

- d. Residency in Nevada.
- 2) To provide a written social assessment, if requested, completed by a Qualified Intellectual Disability Professional along with a statement of qualification completed by a licensed psychologist for each child determined eligible for DS.
- 3) To assure each family, as appropriate, submits a Medicaid application and required supporting documentation during the intake process prior to authorization of service.
- 4) To verify the family's Medicaid eligibility/ineligibility status via disposition letters or electronic means.
- 5) To comply with the Health Insurance Portability and Accountability Act (HIPAA) and Nevada confidentiality regulations regarding healthcare information.
- 6) To coordinate and manage support services selected by the child's parent(s)/legal guardian(s) and approved by ADSD to qualified children living in their natural home environment or an in-state out of home supported living environment. To determine financial eligibility of each child based on the child's family gross income not exceeding 300% of the Federal Poverty Guidelines.
- 7) To determine county of residence in accordance with NRS 428.020. Disputes concerning county of residence will be referred by the disputing county to the Nevada Association of Counties (NACO), which it is specifically agreed has authority to issue a final decision.
- 8) To notify the county of responsibility of any pending applications for services within ten (10) business days as requested by the County.
- 9) To use existing ADSD processes in reviewing applications for those individuals or their guardians/authorized representatives who disagree with the eligibility determination.
- 10) Perform Targeted Case Management services and authorize appropriate services available to the child as specified by the child's parent(s)/legal guardian(s) and approved by ADSD for each qualified child.
- 11) To reimburse qualified providers for services provided to qualified children.
- 12) To resolve provider inquiries and complaints regarding reimbursement.
- 13) To process Targeted Case Management (TCM) claims through the Medicaid fiscal agent.
- 14) To submit quarterly invoices and supporting documents to the County for services provided as outlined in Attachment B.
- 15) To hold telephonic or in person meetings with county representatives quarterly upon request for discussion regarding this scope of work.
- 16) To respond to email questions within 10 work days.

C. THE COUNTY AGREES:

- 1) To accept ADSD's criteria for DS eligibility.
- 2) Eligibility disputes will be appealed through the ADSD's hearing process by the applicant or authorized representative/guardian.
- 3) To refer disputes concerning county of residence to NACO whose decision will be final. The disputing county originally billed is responsible for payment of claims until the dispute is resolved at which time NACO will issue a written determination to notify the counties involved in the dispute and to notify ADSD to make adjusting entries.

- 4) To fund services specifically identified in Attachment B for eligible children as selected by the child's parent(s)/legal guardian(s) and approved by ADSD utilizing the methodology outlined in Attachment B. Funds transferred to ADSD from the County are derived from local government general funds or general taxes.
- 5) To comply with the Health Insurance Portability and Accountability Act (HIPAA) and Nevada confidentiality regulations regarding healthcare information and submit a Business Associate Agreement.
- 6) To submit billing or program questions via email to designated staff.
- 7) Eligible recipients, pursuant to this Agreement, will be entitled to receive TCM and the full range of services for which they are eligible upon request of the child's parent(s)/legal guardian(s) and authorization by ADSD.
- 8) All Agreements establishing this program will be terminated if the County does not comply with the terms of this Agreement, fails to sign this Interlocal Agreement, or terminates the Agreement. The County will be notified thirty (30) calendar days prior to termination for breach of this Agreement, specifying the nature of the breach.
- 9) No state appropriation is available to fund this program. Payment will be made to "Aging and Disability Services Division" and processed electronically through the Nevada State Treasurer's Office within 15 business days of receipt of invoice.
- 10) Upon termination of this Agreement, ADSD will close out the program.

D. ALL PARTIES AGREE:

- ~~4) It is specifically understood this Agreement is designed to provide services to children with qualifying intellectual and developmental disabilities and all non-federal share costs will be paid by the County, who are eligible for Regional Center services and supports. The County will be assessed a quarterly fee to pay for those services based on the methodology outlined in Attachment B.~~

Jeanne Falzone

From: Lisa R. Tuttle <LRTuttle@adsd.nv.gov>
Sent: Thursday, June 07, 2018 4:24 PM
To: Jeanne Falzone
Cc: Robin Williams; Keli Menzel; Lisa A. Sherych
Subject: Termination Letter for Current Lander County Contract
Attachments: Lander County Contract Termination Letter.pdf

Importance: High

Hi Jeannie,

Attached please find the formal Termination Letter for the current ongoing contract with Lander County as of June 30, 2018, which will be replaced by the new ongoing contract when received and approved, and will be retroactively effective 7/1/18.

Reminder: *please email the new contract to me as soon as signature approval is received.*

Thank you,
Lisa



Lisa Tuttle

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

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Find help 24/7 by dialing 2-1-1; texting 898-211; or visiting www.nevada211.org

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

BRIAN SANDOVAL
Governor



RICHARD WHITLEY, MS
Director

DENA SCHMIDT
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES
3416 Goni Road, Suite D-132
Carson City, NV, 89706
Telephone (775) 687-4210 • Fax (775) 687-0574
<http://adsd.nv.gov>

June 7, 2018

Lander County
50 State Route 305
Battle Mountain, NV 89820

Attention: Jeannie Falzone

The State of Nevada, Department of Health and Human Services, Aging and Disability Services Division is terminating the current ongoing contract with Lander County as of June 30, 2018, which will be replaced by the new ongoing contract retroactively effective 7/1/18.

Pursuant to Sections in 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.

Thank you,

A handwritten signature in blue ink that reads "Dena Schmidt".

Dena Schmidt, Administrator
Aging and Disability Services Division

cc: Lisa Sherych, ADSD, Deputy Administrator
Lisa Tuttle, ADSD, Contract Manager

LANDER COUNTY COMMISSIONERS MEETING
6/14/2018

Agenda Item Number __11__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding the acceptance of renewal proposal from Nevada Public Agency Insurance Pool (NPAIP) and approval for payment from FY 2018/2019 fund in an amount not to exceed \$352,438.76, and all other matters properly related thereto.

Public Comment:

Background: **Attached**

Recommended Action: **Approval of the payment of \$352,438.76 for the renewal of the Nevada Public Agency Insurance Pool.**

**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 17, 2018 **Sent VIA Fax:** (775) 635-5332

TO: Cindy Benson
Lander Co.

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. Stephen Romero, Marshall Smith, Mike Rebaleati 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: 6/14/2018 at 9:45:00 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 2018 - 2019 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 25, 2018.** 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 or E-Mail zariahanses@poolpact.com

RE: Board Meeting Schedule

☒ The item will be placed on the agenda as requested

☐ Please note these changes: _____

Hanica Insurance Agency, Inc

P.O. Box 385

Battle Mountain, NV 89820

Telephone: (775) 635-8518

Invoice

INVOICE NO: 01009

REFERENCE NO: 9

DATE: 05/29/2018

PAYMENT DUE DATE: 06/25/2018

Insured:

Lander County
315 S Humboldt Street
Battle Mountain, NV 89820

Description: NPAIP RENEWAL

Producer	Company	Policy	Effective	Expires	Customer Service Rep
Davis, Susie	NPAIP	NPAIP	07/01/2018	07/01/2019	

Trans Code	Description	Amount
W	Renewal	352,438.76

Total Due

352,438.76

Please pay by 06/25/2018 to ensure continuing coverage.

Thank you for your business

Please return a copy of this invoice with your payment.

THANK YOU FOR YOUR BUSINESS!



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poolpact.com

NEVADA PUBLIC AGENCY INSURANCE POOL MEMBER COVERAGE SUMMARY

Prepared For:

Lander County

Prepared By:

Hanica Insurance Services

This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form edition July 1, 2018.

Dear POOL Member:

Thank you for your renewed commitment to the Nevada Public Agency Insurance Pool (POOL). In 1987, four Nevada counties formed their own risk sharing pool and now thirty years later, the vast majority of Nevada's rural public entities remain committed to each other and the mission of their risk pool organization.

We are pleased to provide this Member Coverage Summary for your review. We continue to excel and provide an unparalleled level of service to our members. Our mission seeks to help members manage their risks so they can serve the public effectively.

The POOL Board is comprised of an impressive group of dedicated, hardworking, and ethical Member leaders focused on 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 the POOL 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

NEVADA PUBLIC AGENCY INSURANCE POOL (POOL) COVERAGE SUMMARY

RENEWAL PROPOSAL	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
	07/01/2018 – 07/01/2019 Standard Time	Lander County	\$5,000

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	\$150,000,000 aggregate
Flood	\$150,000,000 aggregate \$25,000,000 aggregate - Flood Zone A
Equipment Breakdown	\$100,000,000 per loss
<ul style="list-style-type: none"> • Loss of Income & Extra Expense 	included
<ul style="list-style-type: none"> • Hazardous Substance Coverage 	\$250,000 per loss
<ul style="list-style-type: none"> • Spoilage Coverage 	\$250,000 per loss
<ul style="list-style-type: none"> • 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
Member Annual Aggregate Limit: \$10,000,000		
Liability Limits are subject to sub-limits		
Includes Auto Liability, General Liability, Personal Injury Liability, Employment Practices Liability, Law Enforcement Liability and Wrongful Acts Liability		

CYBER SECURITY EVENT AND PRIVACY RESPONSE EXPENSE COVERAGE LIMITS

The Limits of Liability are as follows:

Per Cyber Security Event	\$3,000,000	Each Member/Annual Aggregate
Privacy Response Expense Coverage	\$500,000	

*ENVIRONMENTAL LIABILITY COVERAGE

The Limits of Liability are as follows:

Coverage A	Third Party Claims for Bodily Injury, Property Damage or Remediation Expense
Coverage B	First Party Remediation Expense
Coverage C	Emergency Response Expense
Coverage D	Business Interruption

COVERAGE	DEDUCTIBLE	EACH INCIDENT LIMIT	AGGREGATE LIMIT
A,B,C	\$25,000	\$2,000,000	\$10,000,000

COVERAGE	DEDUCTIBLE	BUSINESS INTERRUPTION LIMIT (Days)	BUSINESS INTERRUPTION LIMIT (\$)
D	3 Days	365	\$2,000,000

*Coverage expansion provided by the Pool, at no charge to members.

MEMBER CONTRIBUTION:

TOTAL COST:	\$329,390.51
AGENT COMPENSATION:	\$23,048.25
TOTAL PROGRAM COST INCLUDING ALL SERVICES:	\$352,438.76

This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form edition July 1, 2018.

Programs and Services available to POOL/PACT Members:
RISK MANAGEMENT

Training

POOL/PACT provides many different trainings including: Safe Driving Techniques • Blood Borne Pathogens • Dealing with Irrate Customers • Ethics • Effective Communication Skills • State of Nevada Open Meeting Law • Anti-Bullying and Harassment • Essential Management Skills • OSHA 10 and 30 Training

Risk Management On-Site Programs

Risk Control Program Analysis • Infrared Thermography (IRT) • Safety Policies and Procedures Review • Site Surveys • OSHA Compliance Assistance • Safety and Loss Control Committees Review and Development • Traffic Safety Cones • Improved Security Systems • On-site Respirator Fit and Fire Extinguisher Training • Swimming Pool Safety Training and Inspections • School and Bus Safety Training. • Accident Investigation Claims Analysis • Hazardous Communication Program Review and Development

Law Enforcement and Fire Protection

On-line Law Enforcement training, policies, and best practices from the Legal Liability Risk Management Institute • Fire and EMS training, policies, and best practices from TargetSolutions.

Risk Management Grant Program

Grant applications online for innovative and effective grants to mitigate or eliminate risk to employees and citizens • Five, \$2000.00 risk management grants are available to members each year.

24-7-365 Workers Comp Nurse Triage Program

PACT members are eligible to use our innovative and streamlined WC information and reporting system for non-life threatening on-the-job injuries.

Cyber-Security Assessments

Cyber network threat assessment, training, and best practices.

MSDSonline

OSHA and state compliance with safety data sheet management and updates are available online.

For additional information contact Marshall Smith, POOL/PACT Risk Manager, (775) 885-7475
email: marshallsmith@poolpact.com website: www.poolpact.com

Programs and Services available to POOL/PACT Members:

HUMAN RESOURCES

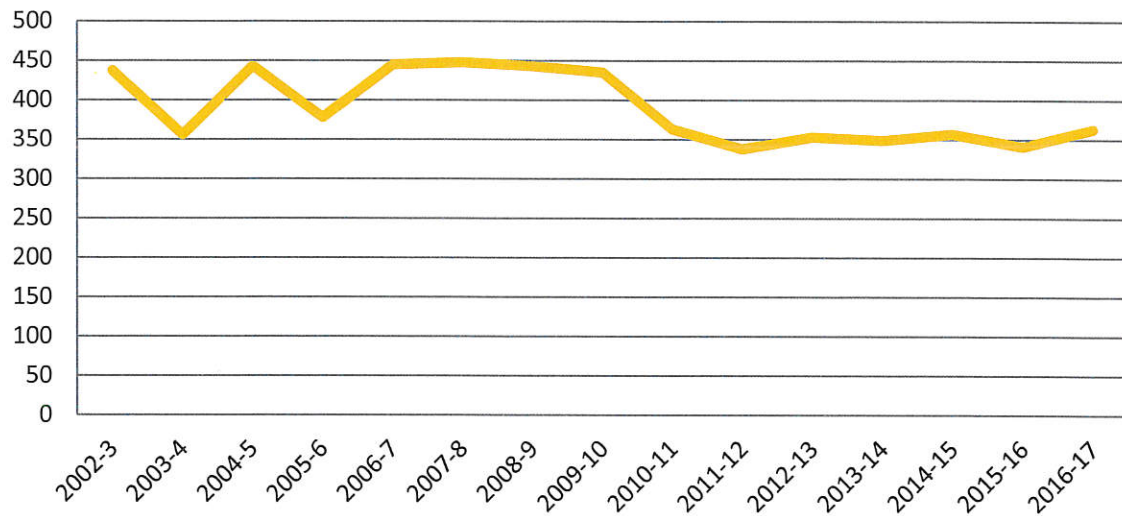
A variety of services are offered through POOL/PACT HR. We work with each member individually to address their specific HR-related needs and reduce liability. The basic services include:

- Consultation with members to manage and resolve critical employment-related issues to include identifying options, providing step-by-step guidance, monitoring progress, and answering questions.
- Instructor-led training courses and workshops
- On-line training courses
- On-site assessment of member's HR practices with recommendations.
- Communication issued as "Alerts" to notify members when a significant HR-related law or practice has changed.
- On-site HR Briefings tailored to specific needs/requests of members.
- Sample personnel policies which may be adopted for use by members.
- Over 200 sample job descriptions and numerous HR forms that can be tailored for use by members.
- Recruitments in compliance with open meeting law.
- Quarterly webinars in partnership with Resources for Living, employee assistance program (EAP).
- HR Scholarships to assist member HR representatives in attaining nationally recognized HR certifications.
- Annual HR Seminar providing HR representatives and CEOs valuable information on communication, leadership, and legal updates.

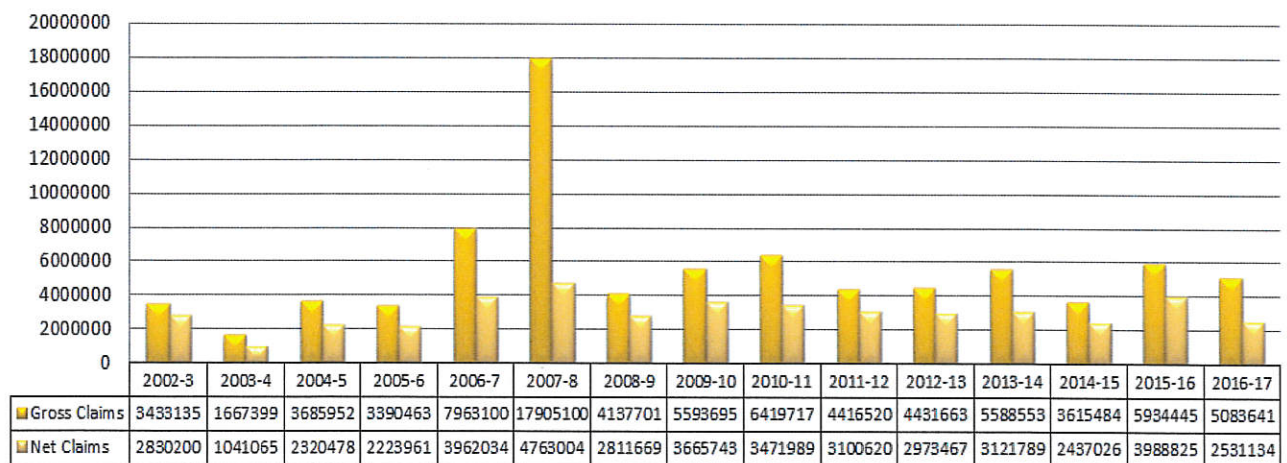
For additional information contact Stacy Norbeck, POOL/PACT Human Resources Manager, (775) 885-7475 email: stacynorbeck@poolpact.com website: www.poolpact.com

10 YEARS OF POOL CLAIMS EXPERIENCE

Total Frequency by Year



Severity Total by Year



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:

Carson City School District
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 Wells
City of West Wendover
City of Winnemucca
City of Yerington

Fire Districts:

Mt. Charleston Fire Protection District
North Lake Tahoe Fire Protection District
Pahrnagat Valley Fire District
Tahoe Douglas Fire Protection District
Truckee Meadows Fire Protection District
Washoe County Fire Suppression
White Pine Fire District

Others:

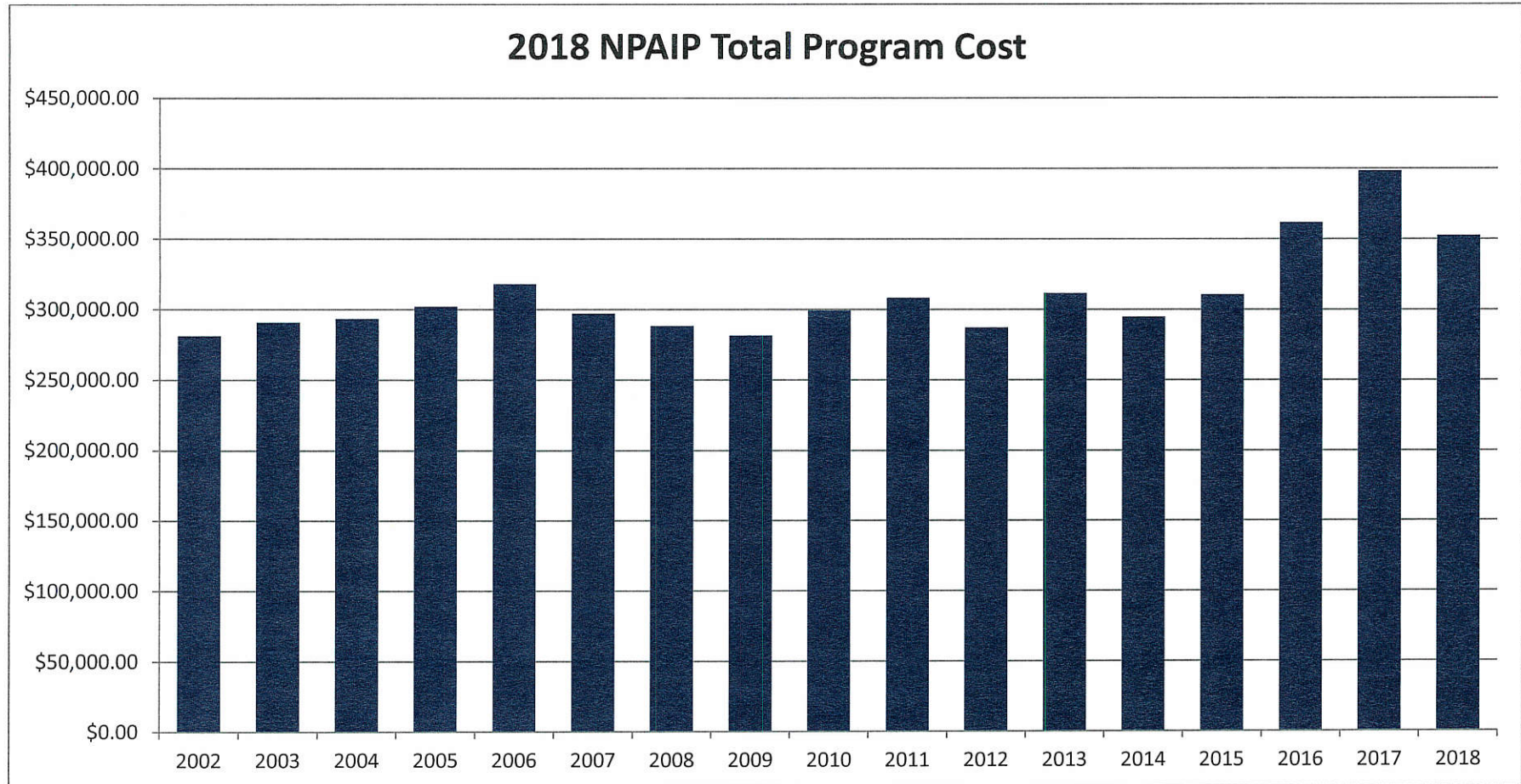
Central Nevada Historical Society
Central Nevada Regional Water Authority
County Fiscal Officers Association of Nevada
Douglas County Redevelopment Agency
Elko Central Dispatch
Elko Convention & Visitors Authority
Humboldt River Basin Water Authority
Nevada Association of Counties
Nevada Commission for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

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 District
Coyote Springs General Improvement District
Douglas County Mosquito District
Douglas County Sewer
East Fork Swimming Pool District
Elko County Agricultural Association
Elko TV District
Fernley Swimming Pool District
Gardnerville Ranchos General Improvement District
Gerlach General Improvement District
Humboldt General Hospital
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
Mason Valley Swimming Pool District
Minden Gardnerville Sanitation District
Moapa Valley Water District
Nevada Tahoe Conservation District
Northern Nye County Hospital District
Pahrump Library District
Palomino Valley General Improvement District
Pershing County Water Conservation District
Sierra Estates General Improvement District
Silver Springs General Improvement District
Silver Springs Stagecoach Hospital
Skyland General Improvement District
Smoky Valley Library District
Southern Nevada Area Communication Council
Southern Nevada Health District
Stagecoach General Improvement District
Sun Valley General Improvement District
Tahoe Douglas District
Topaz Ranch General Improvement District
Tahoe Reno Industrial General Improvement District
Tonopah Library District
Walker Basin Conservancy
Walker River Irrigation District
Washoe County Water Conservation District
West Wendover Recreation District
Western Nevada Development District
Zephyr Cove General Improvement District

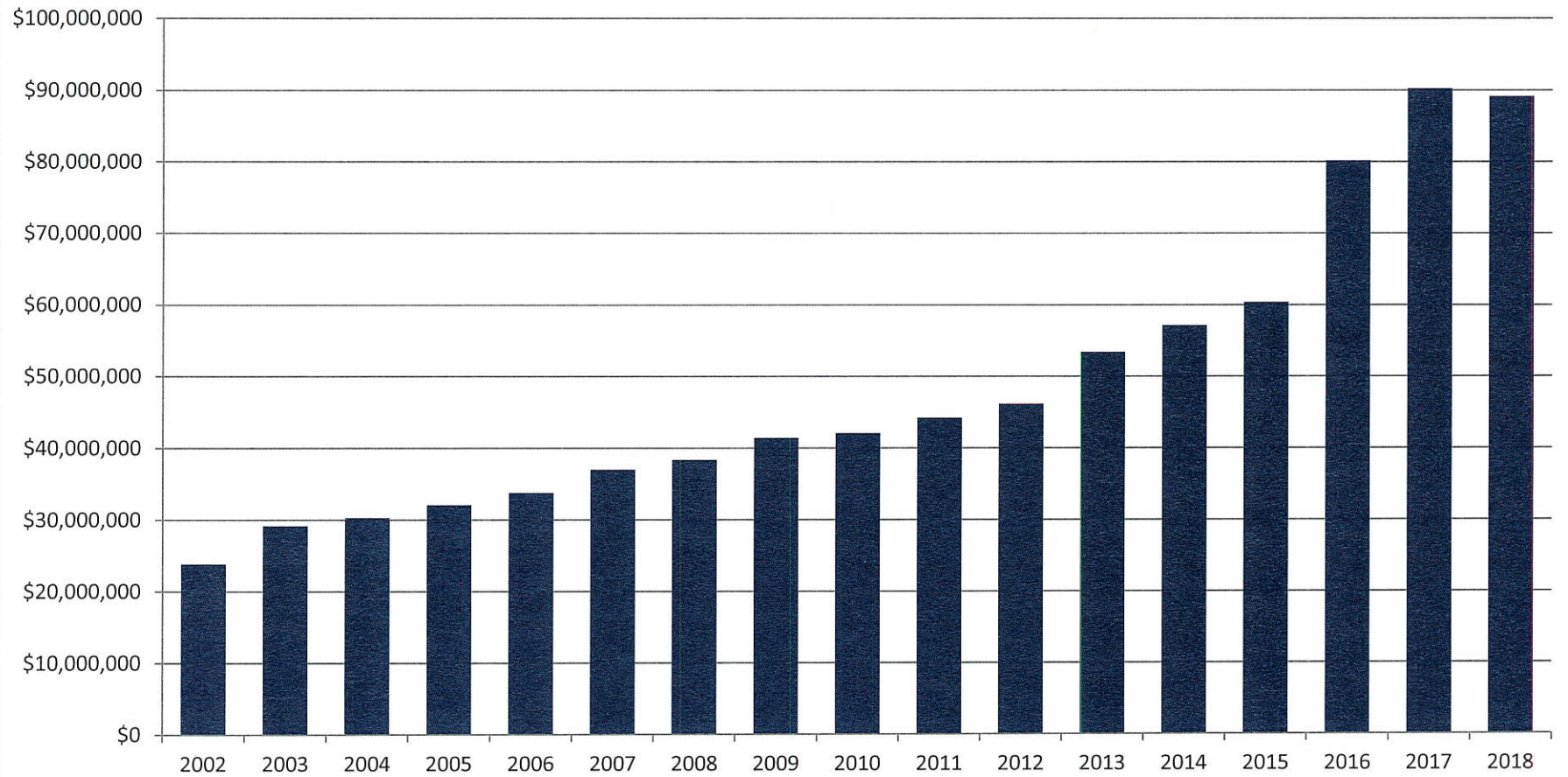
LANDER COUNTY

2018 NPAIP Total Program Cost



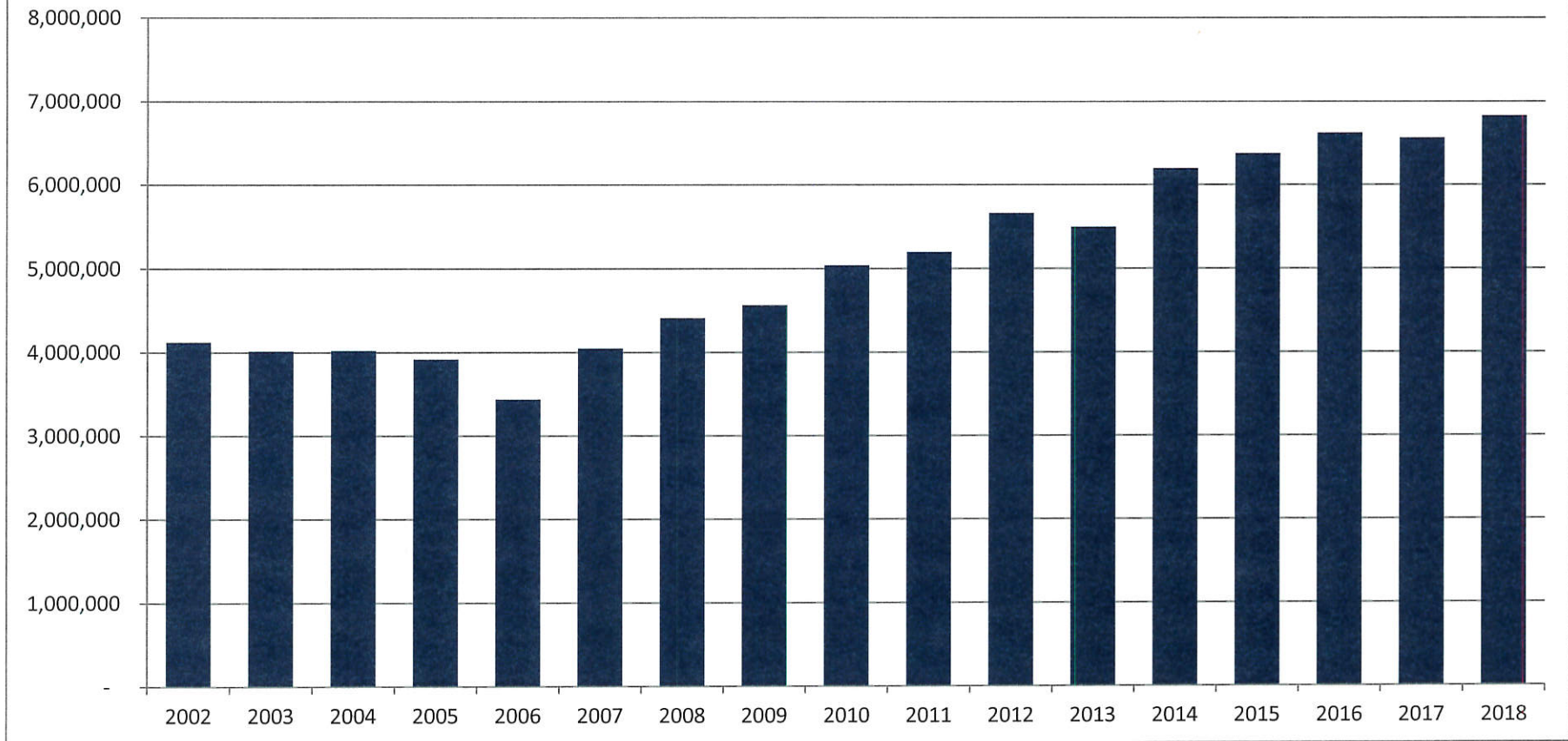
LANDER COUNTY

2018 Total Insured Values



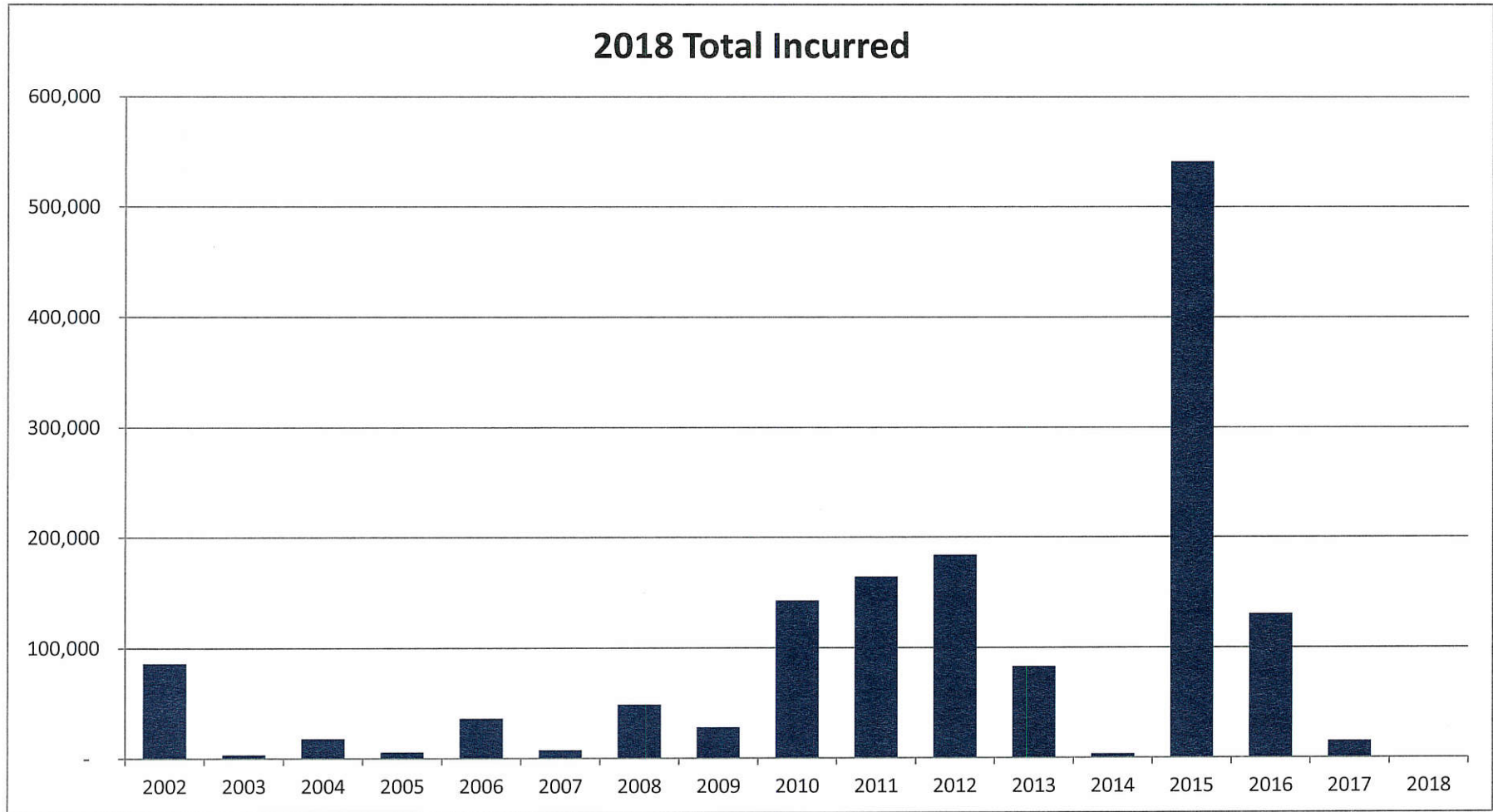
LANDER COUNTY

2018 Total Payroll

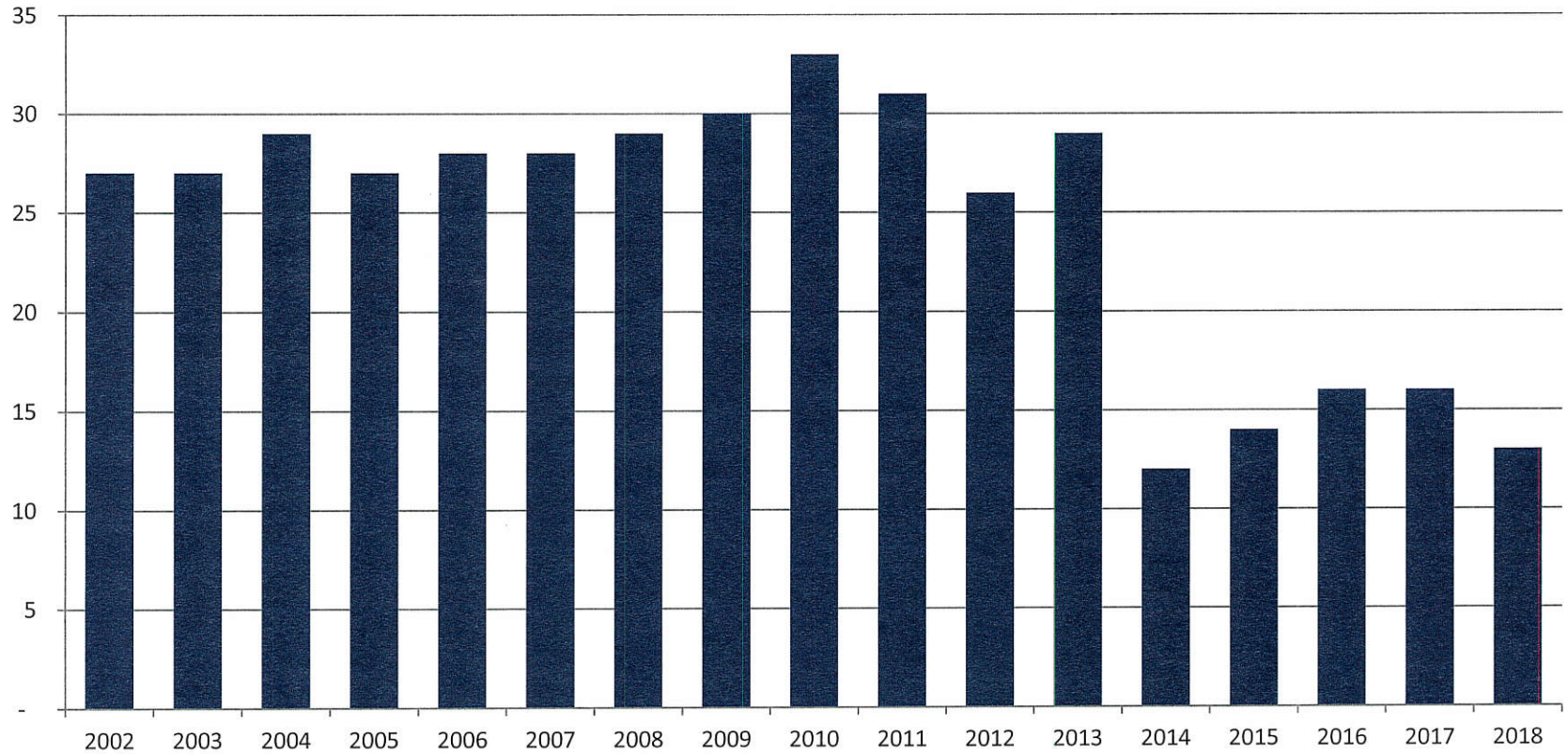


LANDER COUNTY

2018 Total Incurred

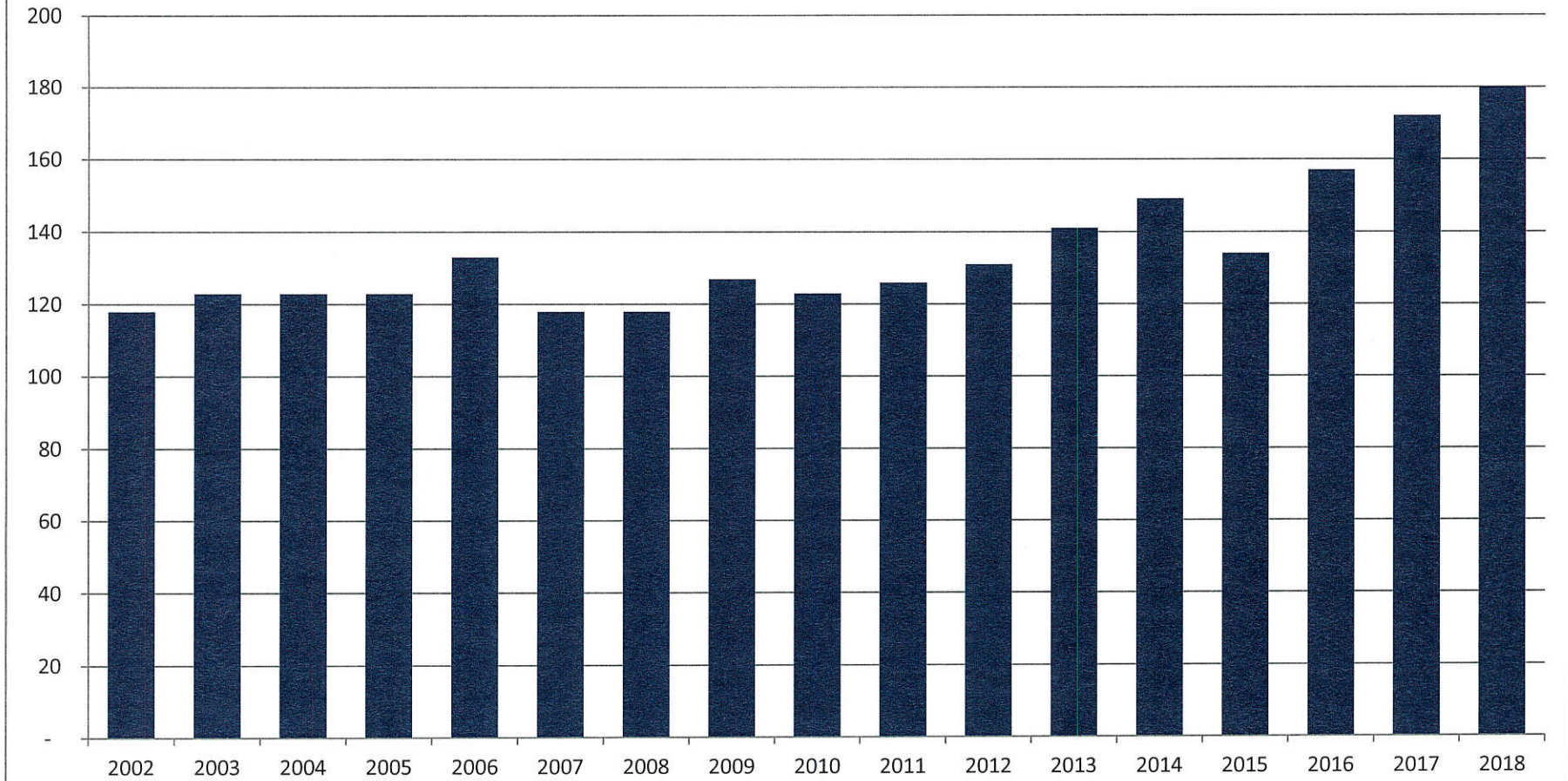


LANDER COUNTY
2018 Officer Count



LANDER COUNTY

2018 Auto Count



LANDER COUNTY COMMISSIONERS MEETING
6/14/2018

Agenda Item Number __12__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove an Interlocal Agreement for Emergency Medical Services between Lander County and Lander County Hospital District, and all other matters properly related thereto.

Public Comment:

Background: **Agreement Attached**

Recommended Action:

INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES

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

RECITALS

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

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

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

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

TERMS AND CONDITIONS

1. Purpose: Lander County and LCHD shall, subject to all terms, conditions, and limitations specified hereinafter, perform the professional services as described in Exhibit A, Scope of Work, attached.
2. Term: This Agreement shall remain in effect for a period of three (3) year, commencing on the 1st day of July, 2018 and ending on the 30th day of June, 2021. This term shall be subject to earlier termination as hereafter provided.
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. Payment: Lander County shall pay LCHD a stipend in the amount of ten thousand dollars (\$10,000.00) per month, and LCHD and Lander County shall abide by the terms, conditions and limitations as set forth in this Agreement and in Exhibit A, attached.

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

- a) Any quarter LCHD breaks even, LCHD will forfeit the County Monthly Stipend.
 - b) Any profit will be divided between both parties for said quarter.
 - c) The Lander County Executive Director will have a larger role in EMS, working closely with the LCHD CEO.
 - d) Lander County is to give EMS employees permitted use of County EMS vehicles. New policies will be established to continue EMS permitted use of vehicles.
 - e) EMS to provide all psychiatric transfer:
 - 1) EMS will furnish a two (2) person crew:
 - 1.1) Attendant with a basic life support medical kit;
 - 1.2) Driver;
 - 1.3) Fuel for.
 - 2) Lander County will provide:
 - 2.1) Vehicle with a cage;
 - 2.2) Maintenance of vehicle
 - 2.3) A stipend not to exceed four hundred dollars (\$400.00) per transfer.
- The payment will be based on the hourly rate of pay of the attendant and driver.

5. Liability and Hold Harmless: Each party shall defend any third party claim against the other party arising from the death of or physical injury to any person or damage to the indemnified party's property to the extent proximately caused by the negligence of the indemnifying party or its agents or employees, and indemnify and hold harmless the other party and its respective officers, directors and employees from and against damages, liabilities and reasonable costs and expenses, including reasonable legal fees incurred in connection therewith.

6. 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.

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

A. Lander County or LCHD may terminate this Agreement with or without cause upon thirty (30) days written notice served upon the other party as provided in this Agreement.

B. Lander County or LCHD may terminate this Agreement in the event of a material breach of the terms and conditions of the Agreement. The non-breaching party shall have the right to terminate this Agreement after providing thirty (30) days written notice to the breaching party, unless such breach is cured to the satisfaction of the non-breaching party within the said thirty (30) days.

C. Lander County and LCHD may agree in writing to terminate this Agreement at any time.

D. If this Agreement is terminated by either party, equipment purchased by Lander County shall be returned to Lander County.

8. 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:

Lander County Hospital District:

LCHD
Attn: Hospital Administrator
535 South Humboldt Street
Battle Mountain, NV 89820

Lander County:

Lander County Commissioners
50 State Route 305
Battle Mountain, NV 89820

9. 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.

10. Assignment: The rights granted and responsibilities incurred under this Agreement may not be assigned without the written consent of Lander County and LCHD.

11. 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.

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

13. 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.
14. Governmental Immunity: Nothing contained herein waives or is intended to waive any protections that may be applicable to Lander County and/or LCHD or any of its elected or appointed officials, employees, or agents under any applicable statutes, rules or regulations providing governmental immunity, or any other rights, protections, immunities, defenses or limitations on liability to Lander County and or LCHD or such related parties that are provided by law.
15. 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.
16. 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.
17. 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.
18. Force Majeure: Neither party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of God or governmental action.
19. 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.
20. 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.
21. 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.

22. 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.

23. 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: _____
DOUG MILLS, Chair

Date: _____

ATTEST:

APPROVED AS TO FORM
AND LEGALITY:

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

THEODORE C. HERRERA
Lander County District Attorney.

LCHD
LANDER COUNTY HOSPITAL DISTRICT
BOARD OF TRUSTEES

By: _____
JASON BLEAK, BMGH CEO

Date: _____

EXHIBIT A
SCOPE OF WORK
EMERGENCY MEDICAL SERVICES

RESPONSIBILITIES OF LCHD AND LANDER COUNTY

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

RESPONSIBILITIES OF LCHD

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

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

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

RESPONSIBILITIES OF LANDER COUNTY

LANDER COUNTY shall assume full responsibility of the following:

- LANDER COUNTY shall ensure that the vehicles used for EMS Services are licensed, registered, insured, maintained and repaired.
- LANDER COUNTY shall maintain ownership of the vehicles and all major (capital) equipment used in the provision of EMS Services.

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

LANDER COUNTY COMMISSIONERS MEETING
6/14/2018

Agenda Item Number _13__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove the Lease of Water Rights Agreement between Lander County and Mueller Land and Cattle Company, LLC, and all other matters properly related thereto.

Public Comment:

Background: **Lease agreement attached**

Recommended Action:

LEASE OF WATER RIGHTS AGREEMENT

This LEASE OF WATER RIGHTS 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 Mueller Land and Cattle Company, LLC, hereinafter referred to as ("Mueller").

RECITALS

WHEREAS, Lander County desires to lease water rights presently appurtenant to certain real property located in Lander County, Nevada, which is owned by Mueller, and which is more specifically described in Exhibit A, attached, and hereinafter referred to as ("Property"); 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. Term: Lander County leases to Mueller and Mueller leases from Lander County the water rights on the Property for a term of three (3) years, such term beginning on July 1, 2018 and ending on June 30, 2021. This term shall be subject to earlier termination as hereafter provided.
2. Rent: The rent for the property is five thousand dollars (\$5000.00) per year, payable on the 1st day of August 2018, and each year on August 1st thereafter. All such payments shall be made to Lander County on or before the due date and without demand. Mueller is responsible for payment of all utilities for the Property.
3. Liability and Hold Harmless: To the extent authorized by law, Mueller 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 Mueller, its officers, employees, agents, licensees, or guests. Moreover, Mueller agrees to indemnify and hold harmless Lander County from any claim or potential claim from Mueller, its officers, employees, agents, licensees or guests resulting from any loss, damage, liability, cost or expense caused by any reason whatsoever.
4. 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.
5. 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:

MUELLER:

Mueller Land and Cattle
Attn: Robert C. Mueller
3595 Airway Drive, Suite 408
Reno, Nevada 89511-1845
(775) 853-5400

LANDER COUNTY:

Lander County Commissioners
50 State Route 305
Battle Mountain, Nevada 89820
(775) 635-2885

6. 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.

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

8. 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.

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

10. 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.

11. 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. All payments under this Agreement are subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by Lander County.

Lander County may terminate this Agreement, and Mueller waives any and all claim(s) for damages, effective upon receipt of sixty (60) days written notice for any reason.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

EXHIBIT A

Leasehold Property for the Water Rights Lease Agreement between Lander County and Mueller

The property consists of three thousand (3,000) acre feet of water rights presently appurtenant to certain real property located in Lander County, Nevada, which is owned by Mueller, and which is more specifically described as follows:

<u>PRIORITY HARVEST</u>	<u>MEADOW PASTURE</u>	<u>DIVERSIFIED PASTURE</u>	<u>LOCATION</u>	<u>SEC-TP-R</u>	<u>ACRE- FEET</u>
<u>Proof No. 00164</u>					
1871 1.84			NE1/4NW1/4	16 32 45	5.52
.31			SW1/4SE1/4	9 32 45	.93
		.30	NW1/4SE1/4	9 32 45	.23
39.25			NE1/4NE1/4	8 32 45	117.75
39.45			SE1/4NE1/4	8 32 45	118.35
14.45			NW1/4NE1/4	8 32 45	43.35
12.88			SW1/4NE1/4	8 32 45	38.64
27.34			NE1/4SE1/4	8 32 45	82.02
7.16			SE1/4SE1/4	8 32 45	21.48
.94			NE1/4NW1/4	9 32 45	2.82
	2.81				4.22
		12.58			
22.45			SE1/4NW1/4	9 32 45	67.35
		6.97			
33.07			NW1/4NW1/4	9 32 45	99.21
	5.20				7.80
		.94			.71
39.63			SW1/4NW1/4	9 32 45	118.89
36.41			NW1/4SW1/4	9 32 45	109.23
		.75			.56
38.98			SE1/4SW1/4	9 32 45	116.94
40.03			NW1/SW1/4	9 32 45	120.09
31.90			SW1/4SW1/4	9 32 45	95.70
1.98			NW1/4SE1/4	9 32 45	5.94
5.85			SW1/4NE1/4	8 32 45	17.55
23.12			NW1/4SE1/4	8 32 45	69.36
Total 417.04	8.01	21.45			1,279.31
<u>Proof No. 00165</u>					
1883 5.50			NE1/4SE1/4	9 32 45	16.50
38.86			SE1/4SE1/4	9 32 45	116.58
25.90			NW1/4SE1/4	9 32 45	77.70

38.75			SW1/4SE1/4	9 32 45	116.25
39.35			NE1/4NE1/4	16 32 45	118.05
34.56			SE1/4NE1/4	16 32 45	103.68
37.06			NW1/4NE1/4	16 32 45	111.18
28.19			SW1/4NE1/4	16 32 45	84.57
36.27			NE1/4NW1/4	16 32 45	108.81
16.08			SE1/4NW1/4	16 32 45	48.24
13.59			NW/4NW1/4	16 32 45	40.77
1874 6.53			SW1/4NW1/4	16 32 45	19.59
3.26			SW1/4NW1/4	16 32 45	9.78
	4.40				39.99
			SE1/4NW1/4	16 32 45	6.60
Total 337.23	4.40				1,018.29
<u>Proof No. 00167</u>					
118 36.00			NE1/4NE1/4	15 32 45	108.00
		4.15			3.11
37.00			NW1/4NE1/4	15 32 45	111.00
		3.00			2.25
11.05			SE1/4NE1/4	15 32 45	33.15
16.50			SW1/4NE1/4	15 32 45	49.50
37.50			NE1/4NW1/4	15 32 45	112.50
		1.85			1.39
38.74			NW1/4NW1/4	15 32 45	116.22
21.73			SE1/4NW1/4	15 32 45	65.19
33.37			SW1/4NW1/4	15 32 45	100.11
Total 231.89		9.00			702.42

LANDER COUNTY COMMISSIONERS MEETING
6/14/2018

Agenda Item Number _14__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion only regarding a presentation from Tom Gransbery on the financial status of Lander County compared to other counties of Nevada, and all other matters properly related thereto.

Public Comment:

Background:

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

AGENDA REQUEST FORM

MEETING DATE: June 14, 2018

NAME: Tom GRANSBERRY A.K.A. TFG CONSULTING, LLC

ADDRESS: 1273 LARIAT CT. WINNEN NV 89423

PHONE (H): 775-267-4753 WORK: _____ FAX: _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: (H) —

WHO WILL BE ATTENDING THE MEETING: TOM GRANSBERRY

JOB TITLE: OWNER TFG CONSULTING, LLC

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: THIS IS A PRESENTATION REGARDING CLARK COUNTY'S FY17 ENDING FUND BALANCES COMPARED TO ELEVEN OTHER NV COUNTIES. THERE ARE 4 TO 5 SPREAD SHEETS TO REVIEW AS PART OF PRESENTATION.

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

INFORMATIONAL PRESENTATION ONLY

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

AMOUNT: CONTRACT HOURLY WAGE

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

WHEN? _____

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

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

FOR REVIEW BY:

FINANCE DEPT. & EXEC. DIRECTOR

CLERK _____
ASSESSOR _____
BUILDING _____
AIRPORT _____
ROAD & BRIDGE _____
EXEC DIRECTOR _____
FAIR & REC. _____

SHERIFF _____
WELFARE _____
PLANNING DEPT. _____
FINANCE DEPT. _____
RECORDER _____
WATER & SEWER _____
GOLF COURSE _____

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

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

SIGNATURE: Tom Gransberry 5-24-18

COUNTY FUND BALANCE COMPARISONS

FY17 Audit Information

ACTUAL ENDING FUND BALANCES

		GENERAL FUND	ROAD FUND	REGIONAL TRANS. FUND	IN LIEU OF TAXES FUND (PILT)	RESERVE, MAINTENANCE AND/OR REPLACEMENT FUND	STABILIZATION FUND
CARSON CITY	(1)	\$ 9,397,016	\$ 678,479	\$ 1,029,400	\$ -	\$ 114,595	\$ -
CHURCHILL	(2)	\$ 5,858,307	\$ 614,432	\$ 876,523	\$ -	\$ 2,591,560	\$ 1,412,168
DOUGLAS	(1)	\$ 12,257,140	\$ 1,090,628	\$ 7,084,729	\$ -	\$ 515,535	\$ -
ELKO		\$ 2,768,164	\$ 642,269	\$ 4,806,260	\$ 5,750,867	\$ -	\$ -
EUREKA	(1)	\$ 19,287,931	\$ 7,018,681	\$ 4,423,592	\$ -	\$ 16,031,803	\$ -
HUMBOLDT		\$ 15,754,877	\$ 578,270	\$ 2,076,920	\$ 4,910,444	\$ 1,275,763	\$ 1,050,843
LANDER	(3)	\$ 43,214,314	\$ 5,751,887	\$ 2,824,984	\$ -	\$ 11,180,826	\$ -
LYON	(4)	\$ 5,512,838	\$ 1,000,214	\$ 6,960,894	\$ -	\$ 449,662	\$ 1,000,000
NYE	(1)	\$ 7,312,967	\$ 1,265,501	\$ 1,198,394	\$ -	\$ -	\$ -
PERSHING		\$ 2,102,233	\$ 460,058	\$ 695,434	\$ 1,504,656	\$ 2,315,032	\$ -
STOREY	(1)(5)	\$ 10,285,058	\$ 776,905	\$ -	\$ -	\$ 454,094	\$ 1,000,000
WHITE PINE	(1)	\$ 14,019,083	\$ 2,573,945	\$ 2,066,083	\$ -	\$ 139,749	\$ -

NOTES

(1) PILT goes to General Fund

(2) PILT goes to Building Reserve Fund

(3) PILT goes to Culture and Recreation Fund

(4) PILT goes to a Capital Projects Fund

(5) 4 to 9 cent RT levy goes to Road Fund

COUNTY FUND BALANCE COMPARISONS

FY17 Audit Information

ACTUAL ENDING FUND BALANCES

			RESERVE, MAINTENANCE					
				REGIONAL	IN LIEU OF	AND/OR		
SORTED BY GENERAL FUND			ROAD FUND	TRANS. FUND	TAXES FUND (PILT)	REPLACEMENT FUND	STABILIZATION FUND	
LANDER	(3)	\$ 43,214,314	\$ 5,751,887	\$ 2,824,984	\$ -	\$ 11,180,826	\$ -	
EUREKA	(1)	\$ 19,287,931	\$ 7,018,681	\$ 4,423,592	\$ -	\$ 16,031,803	\$ -	
HUMBOLDT		\$ 15,754,877	\$ 578,270	\$ 2,076,920	\$ 4,910,444	\$ 1,275,763	\$ 1,050,843	
WHITE PINE	(1)	\$ 14,019,083	\$ 2,573,945	\$ 2,066,083	\$ -	\$ 139,749	\$ -	
DOUGLAS	(1)	\$ 12,257,140	\$ 1,090,628	\$ 7,084,729	\$ -	\$ 515,535	\$ -	
STOREY	(1)(5)	\$ 10,285,058	\$ 776,905	\$ -	\$ -	\$ 454,094	\$ 1,000,000	
CARSON CITY	(1)	\$ 9,397,016	\$ 678,479	\$ 1,029,400	\$ -	\$ 114,595	\$ -	
NYE	(1)	\$ 7,312,967	\$ 1,265,501	\$ 1,198,394	\$ -	\$ -	\$ -	
CHURCHILL	(2)	\$ 5,858,307	\$ 614,432	\$ 876,523	\$ -	\$ 2,591,560	\$ 1,412,168	
LYON	(4)	\$ 5,512,838	\$ 1,000,214	\$ 6,960,894	\$ -	\$ 449,662	\$ 1,000,000	
ELKO		\$ 2,768,164	\$ 642,269	\$ 4,806,260	\$ 5,750,867	\$ -	\$ -	
PERSHING		\$ 2,102,233	\$ 460,058	\$ 695,434	\$ 1,504,656	\$ 2,315,032	\$ -	

NOTES

- (1) PILT goes to General Fund
- (2) PILT goes to Building Reserve Fund
- (3) PILT goes to Culture and Recreation Fund
- (4) PILT goes to a Capital Projects Fund
- (5) 4 to 9 cent RT levy goes to Road Fund

COUNTY FUND BALANCE COMPARISONS

FY17 Audit Information

ACTUAL ENDING FUND BALANCES

		GENERAL FUND		SORTED BY ROAD FUND	REGIONAL TRANS. FUND	IN LIEU OF TAXES FUND (PILT)	RESERVE, MAINTENANCE AND/OR REPLACEMENT FUND	STABILIZATION FUND
EUREKA	(1)	\$	19,287,931	\$ 7,018,681	\$ 4,423,592	\$ -	\$ 16,031,803	\$ -
LANDER	(3)	\$	43,214,314	\$ 5,751,887	\$ 2,824,984	\$ -	\$ 11,180,826	\$ -
WHITE PINE	(1)	\$	14,019,083	\$ 2,573,945	\$ 2,066,083	\$ -	\$ 139,749	\$ -
NYE	(1)	\$	7,312,967	\$ 1,265,501	\$ 1,198,394	\$ -	\$ -	\$ -
DOUGLAS	(1)	\$	12,257,140	\$ 1,090,628	\$ 7,084,729	\$ -	\$ 515,534	\$ -
LYON	(4)	\$	5,512,838	\$ 1,000,214	\$ 6,960,894	\$ -	\$ 449,662	\$ 1,000,000
STOREY	(1)(5)	\$	10,285,058	\$ 776,905	\$ -	\$ -	\$ 454,094	\$ 1,000,000
CARSON CITY	(1)	\$	9,397,016	\$ 678,479	\$ 1,029,400	\$ -	\$ 114,595	\$ -
ELKO		\$	2,768,164	\$ 642,269	\$ 4,806,260	\$ 5,750,867	\$ -	\$ -
CHURCHILL	(2)	\$	5,858,307	\$ 614,432	\$ 876,523	\$ -	\$ 2,591,560	\$ 1,412,168
HUMBOLDT		\$	15,754,877	\$ 578,270	\$ 2,076,920	\$ 4,910,444	\$ 1,275,763	\$ 1,050,843
PERSHING		\$	2,102,233	\$ 460,058	\$ 695,434	\$ 1,504,656	\$ 2,315,032	\$ -

NOTES

(1) PILT goes to General Fund

(2) PILT goes to Building Reserve Fund

(3) PILT goes to Culture and Recreation Fund

(4) PILT goes to a Capital Projects Fund

(5) 4 to 9 cent RT levy goes to Road Fund

COUNTY FUND BALANCE COMPARISONS

FY17 Audit Information

ACTUAL ENDING FUND BALANCES

				SORTED BY REGIONAL TRANS. FUND		IN LIEU OF TAXES FUND (PILT)		RESERVE, MAINTENANCE AND/OR REPLACEMENT FUND		STABILIZATION FUND	
		GENERAL FUND	ROAD FUND								
DOUGLAS	(1)	\$ 12,257,140	\$ 1,090,628	\$ 7,084,729	\$ -	\$ 515,534	\$ -				
LYON	(4)	\$ 5,512,838	\$ 1,000,214	\$ 6,960,894	\$ -	\$ 449,662	\$ 1,000,000				
ELKO		\$ 2,768,164	\$ 642,269	\$ 4,806,260	\$ 5,750,867	\$ -	\$ -				
EUREKA	(1)(a)	\$ 19,287,931	\$ 7,018,681	\$ 4,423,592	\$ -	\$ 16,031,803	\$ -				
LANDER	(3)	\$ 43,214,314	\$ 5,751,887	\$ 2,824,984	\$ -	\$ 11,180,826	\$ -				
HUMBOLDT		\$ 15,754,877	\$ 578,270	\$ 2,076,920	\$ 4,910,444	\$ 1,275,763	\$ 1,050,843				
WHITE PINE	(1)	\$ 14,019,083	\$ 2,573,945	\$ 2,066,083	\$ -	\$ 139,749	\$ -				
NYE	(1)	\$ 7,312,967	\$ 1,265,501	\$ 1,198,394	\$ -	\$ -	\$ -				
CARSON CITY	(1)	\$ 9,397,016	\$ 678,479	\$ 1,029,400	\$ -	\$ 114,595	\$ -				
CHURCHILL	(2)	\$ 5,858,307	\$ 614,432	\$ 876,523	\$ -	\$ 2,591,560	\$ 1,412,168				
PERSHING		\$ 2,102,233	\$ 460,058	\$ 695,434	\$ 1,504,656	\$ 2,315,032	\$ -				
STOREY	(1)(5)(a)	\$ 10,285,058	\$ 776,905	\$ -	\$ -	\$ 454,094	\$ 1,000,000				

NOTES

(1) PILT goes to General Fund

(2) PILT goes to Building Reserve Fund

(3) PILT goes to Culture and Recreation Fund

(4) PILT goes to a Capital Projects Fund

(5) 4 to 9 cent RT levy goes to Road Fund

(a) Eureka and Storey County levy 4 cents for the MVF County Option Tax. All other levy 9 cents

ENDING FUND BALANCE COMPARISONS

GENERAL FUND

FY16 VS FY17

		GENERAL FUND FY16	GENERAL FUND FY17	INCREASE (DECREASE)	% CHANGE
CARSON CITY	(1)	\$ 8,181,142	\$ 9,397,016	\$ 1,215,874	14.9%
CHURCHILL	(2)	\$ 6,452,396	\$ 5,858,307	\$ (594,089)	-9.2%
DOUGLAS	(1)	\$ 11,291,223	\$ 12,257,140	\$ 965,917	8.6%
ELKO		\$ 4,153,953	\$ 2,768,164	\$ (1,385,789)	-33.4%
EUREKA	(1)	\$ 17,668,592	\$ 19,287,931	\$ 1,619,339	9.2%
HUMBOLDT		\$ 17,368,972	\$ 15,754,877	\$ (1,614,095)	-9.3%
LANDER	(3)	\$ 40,867,993	\$ 43,214,314	\$ 2,346,321	5.7%
LYON	(4)	\$ 3,581,021	\$ 5,512,838	\$ 1,931,817	53.9%
NYE	(1)	\$ 6,689,528	\$ 7,312,967	\$ 623,439	9.3%
PERSHING		\$ 3,757,275	\$ 2,102,233	\$ (1,655,042)	-44.0%
STOREY	(1)(5)	\$ 8,634,000	\$ 10,285,058	\$ 1,651,058	19.1%
WHITE PINE	(1)	\$ 14,182,100	\$ 14,019,083	\$ (163,017)	-1.1%

SORTED BY DOLLAR INCREASE

		GENERAL FUND FY16	GENERAL FUND FY17	INCREASE (DECREASE)	% CHANGE
LANDER	(3)	\$ 40,867,993	\$ 43,214,314	\$ 2,346,321	5.7%
LYON	(4)	\$ 3,581,021	\$ 5,512,838	\$ 1,931,817	53.9%
STOREY	(1)(5)	\$ 8,634,000	\$ 10,285,058	\$ 1,651,058	19.1%
EUREKA	(1)	\$ 17,668,592	\$ 19,287,931	\$ 1,619,339	9.2%
CARSON CITY	(1)	\$ 8,181,142	\$ 9,397,016	\$ 1,215,874	14.9%
DOUGLAS	(1)	\$ 11,291,223	\$ 12,257,140	\$ 965,917	8.6%
NYE	(1)	\$ 6,689,528	\$ 7,312,967	\$ 623,439	9.3%
WHITE PINE	(1)	\$ 14,182,100	\$ 14,019,083	\$ (163,017)	-1.1%
CHURCHILL	(2)	\$ 6,452,396	\$ 5,858,307	\$ (594,089)	-9.2%
ELKO		\$ 4,153,953	\$ 2,768,164	\$ (1,385,789)	-33.4%
HUMBOLDT		\$ 17,368,972	\$ 15,754,877	\$ (1,614,095)	-9.3%
PERSHING		\$ 3,757,275	\$ 2,102,233	\$ (1,655,042)	-44.0%

NOTES

- (1) PILT goes to General Fund
- (2) PILT goes to Building Reserve Fund
- (3) PILT goes to Culture and Recreation Fund
- (4) PILT goes to a Capital Projects Fund
- (5) 4 to 9 cent RT levy goes to Road Fund

SORTED BY PERCENTAGE INCREASE

		GENERAL FUND FY16	GENERAL FUND FY17	INCREASE (DECREASE)	% CHANGE
LYON	(4)	\$ 3,581,021	\$ 5,512,838	\$ 1,931,817	53.9%
STOREY	(1)(5)	\$ 8,634,000	\$ 10,285,058	\$ 1,651,058	19.1%
CARSON CITY	(1)	\$ 8,181,142	\$ 9,397,016	\$ 1,215,874	14.9%
NYE	(1)	\$ 6,689,528	\$ 7,312,967	\$ 623,439	9.3%
EUREKA	(1)	\$ 17,668,592	\$ 19,287,931	\$ 1,619,339	9.2%
DOUGLAS	(1)	\$ 11,291,223	\$ 12,257,140	\$ 965,917	8.6%
LANDER	(3)	\$ 40,867,993	\$ 43,214,314	\$ 2,346,321	5.7%
WHITE PINE	(1)	\$ 14,182,100	\$ 14,019,083	\$ (163,017)	-1.1%
CHURCHILL	(2)	\$ 6,452,396	\$ 5,858,307	\$ (594,089)	-9.2%
HUMBOLDT		\$ 17,368,972	\$ 15,754,877	\$ (1,614,095)	-9.3%
ELKO		\$ 4,153,953	\$ 2,768,164	\$ (1,385,789)	-33.4%
PERSHING		\$ 3,757,275	\$ 2,102,233	\$ (1,655,042)	-44.0%

LANDER COUNTY COMMISSIONERS MEETING
June 14, 2018

Agenda Item Number _15__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove Resolution 2018-07 directing the apportionment of net proceeds in an amount not to exceed \$42,723,396.24 for FY 17/18, and all other matters properly related thereto.

Public Comment:

Background: **Resolution 2018-07 attached.**

Recommended Action: **Approval of Resolution 2018-07**

AGENDA REQUEST FORM

MEETING DATE: June 14, 2018

NAME: Cindy Benson

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

PHONE (H): _____ WORK: 775-635-2573 FAX: 775-635-5332

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: Work

WHO WILL BE ATTENDING THE MEETING: Cindy Benson

JOB TITLE: Lander County Fiscal Officer

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Resolution 2018-07 Apportionment of Net Proceeds

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

To approve the apportionment.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST?

YES X

NO _____

AMOUNT: \$42,723,396.24

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING?

YES X

NO _____

WHEN? May 24, 2018

WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING?

YES X

NO _____

HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT HEAD?

YES _____

NO _____

FOR REVIEW BY:

CLERK _____
ASSESSOR _____
BUILDING _____
AIRPORT _____
ROAD & BRIDGE _____
EXEC DIRECTOR _____
FAIR & REC. _____

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

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

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

SIGNATURE: _____

Cindy Benson

RESOLUTION NO. 2018-07

Of the Board of Lander County Commissioners

A RESOLUTION DIRECTING APPORTIONMENT OF NET PROCEEDS RECEIVED IN THE MONTH OF MAY 2018

WHEREAS, on May 23, 2018, the Lander County Treasurer received \$42,723,396.24 in Net Proceeds: and

WHEREAS, it is the desire of the Lander County Board of Commissioners to appropriate the Net Proceeds as follows:

MANDATED:	AMOUNTS:	FUNDS:
Commission Fees/General Fund 3%	\$ 1,281,701.89	001-000-38045
Assessor Tech Fees 2%	\$ 854,467.92	300-000-32223
China Springs	\$ 38,897.98	001-000-38040
State Medical Indigent	\$ 878,557.85	004-000-38040
State Indigent (NACO)	\$ 201,196.45	004-000-38041
Capital Acquisition	\$ 402,392.91	031-000-38040
Landfill	\$ 670,654.85	011-000-38040
Hospital	\$ 6,510,113.65	060-000-38040
School District	\$ 9,556,831.54	070-000-38040
TOTAL	\$20,394,815.04	
 DISCRETIONARY:	 AMOUNTS:	 FUNDS:
Buildings & Equip	\$ 8,000,000.00	029-000-38040
CCP	\$14,328,581.20	055-000-38040
Total Discretionary	\$22,328,581.20	
 TOTAL	 \$42,723,396.24	

WHEREAS, the Lander County Board of Commissioners desires to use Discretionary Net Proceeds to fund, buildings & equipment fund (029) and infrastructure projects fund (055).

BE IT FURTHER RESOLVED, that the Fiscal Officer and the Treasurer are directed to distribute the payment for Net Proceeds according to the schedule:

PASSED AND ADOPTED this 14th day of June, 2018.

THOSE VOTING AYE:

Commissioner _____

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

Doug Mills, Chair
Lander County Board of Commissioners

ATTEST: _____
SADIE SULLIVAN
Lander County Clerk

FY 17-18 NET PROCEEDS DIST.

calculation - 01

Assessed Value = 809,044,589

County Only Combined Tax Rate

Total County Net Proceeds 1,341,309,690/3.1852% = 1,274,244,206

Assessor Tech Fee/2%

Commission Fee/Gen Fund 3%

Total Amt. For Distribution

Total County

1,341,309,690

3.1852

42,723,396.24

854,467.92

1,281,701.89

40,587,226.42

County

1,274,244,206

1.9243

24,520,281.25

854,467.92

1,281,701.89

26,656,451.06

Hospital

1,274,244,206

0.5109

6,510,113.65

6,510,113.65

6,510,113.65

School

1,274,244,206

0.75

9,556,831.54

9,556,831.54

9,556,831.54

40,587,226.43

Total Co. Less Fees

42,723,396.25

Total Co. with Fees

<u>Fund</u>	<u>Fund Name</u>	<u>State Required</u>	<u>FY 17-18</u>	<u>Actual FY 18-</u>
		<u>Budget Dist.</u>	<u>Tax Rate</u>	<u>19 Distribution</u>
001	General Fund		0.0000	-
	Commission Fees	1,281,701.89		1,281,701.89
	China Springs	38,897.98	0.0029 Mandated	38,897.98
002	Road & Bridge			-
003	Indigent Fund			-
004	State Medical Indigency	878,557.85	0.0655 Mandated	878,557.85
	State Indigent (NACO)	201,196.45	0.0150 Mandated	201,196.45
005	Ag Extension			-
009	Aged Services			-
011	Landfill	670,654.85	0.0500 Mandated	670,654.85
011	Landfill			-
012	Airport			-
016	DOE			-
029	Bldg. & Equip			-
031	Capital Acquisition	402,392.91	0.0300 Mandated	402,392.91
052	Culture & Recreation			-
043	Public Safety Debt			-
055	CCP			-
300	Assessor Tech Fees	854,467.92		854,467.92
380	Airport Capital			-
	TOTAL	4,327,869.85		4,327,869.85
		22,328,581.20		
	Mandated			4,327,869.85
060	Hospital			6,510,113.65
070	School			9,556,831.54
	Discretionary			22,328,581.20
				42,723,396.24

Our Total Distribution

TOTAL COUNTY DISTRIBUTION

DISCRETIONARY:

CCP 14,328,581.20

Bldg. & Equipment 8,000,000.00

Airport Capital

General Fund

Road & Bridge

Indigent

AG

Senior Center

Landfill

Cultural & Recreation

Total Discretionary

22,328,581.20

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __16__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

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

Public Comment:

Background:

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

AGENDA REQUEST FORM

MEETING DATE: June 14, 2018

NAME: Cindy Benson

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

PHONE (H): _____ WORK: 775-635-2573 FAX: 775-635-5332

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: Work

WHO WILL BE ATTENDING THE MEETING: Cindy Benson

JOB TITLE: Lander County Fiscal Officer

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Update on Finance & Read into the minutes Adjusting
Journal entries for FY 17/18.

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

N/A

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 _____
ASSESSOR X _____
BUILDING _____
AIRPORT _____
ROAD & BRIDGE _____
EXEC DIRECTOR _____
FAIR & REC. _____

SHERIFF _____
WELFARE _____
PLANNING DEPT. _____
FINANCE DEPT. _____
RECORDER _____
WATER & SEWER _____
GOLF COURSE _____

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

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

SIGNATURE: _____

Cindy Benson

LANDER COUNTY COMMISSIONERS MEETING
6/14/2018

Agenda Item Number _17__

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

Public Comment:

Background:

Recommended Action:

1. State of Nevada. Department of Conservation & Natural Resources. Notice of Proposed Action by the State of Nevada. Barrick Cortez, Inc.
2. State of Nevada. Department of Conservation & Natural Resources. Steps Required to Close Water Pollution Control Permit (WPCP) NEV0093114.
3. State of Nevada. Governor's Office of Energy. AFN 14-0104MH, McGuinness Hills Project Annual Compliance Report 2018.
4. United States Department of the Interior. Bureau of Land Management. Mount Lewis Field Office. Gullsil, LLC Prospect Mountain Project Environmental Assessment.



NEVADA DIVISION OF
**ENVIRONMENTAL
PROTECTION**

STATE OF NEVADA
Department of Conservation & Natural Resources
Brian Sandoval, Governor
Bradley Crowell, Director
Greg Lovato, Administrator

Notice of Proposed Action

By the

State of Nevada

The Administrator of the Division of Environmental Protection (the Division) gives notice that an application for renewal and major modification of a Water Pollution Control Permit for the Cortez Hills Project, a mining and beneficiation facility, has been properly filed with the Division of Environmental Protection in Carson City. The Applicant for renewal and modification of Water Pollution Control Permit NEV2007106 (Permit) is:

Barrick Cortez, Inc.
HC 66 Box 1250
Crescent Valley, NV 89821

The facility is located on public and private land in Eureka and Lander Counties, within Sections 1, 2, 12, 13, and 24, T26N, R47E; Sections 5-8, and 17-20, T26N, R48E; Sections 12-14, 23-26, 35, and 36, T27N, R47E; and Sections 18, 19, and 30-32, T27N, R48E, MDB&M, approximately 37 miles southeast of the town of Battle Mountain.

The Project consists of an open pit and underground mining and chemical processing facility, pursuant to Nevada Administrative Code (NAC) 445A.394. The major modification incorporates an expansion of the open pit and underground mining area.

The Administrator is constrained to either issue the renewed and modified Permit or to deny the application. The Administrator has made the tentative decision to issue the renewed and modified Permit.

Persons wishing to comment upon the proposed Permit, to recommend terms and conditions for consideration of incorporation into the Permit, or who request a public hearing pursuant to NAC 445A.403, must submit their written comments, objections, or requests by hand delivery or US Postal Service, or by facsimile or e-mail transmittal, no later than 5:00 PM on the 30th day following the date of publication of this notice (submittal end date 22 June 2018) to:

Division of Environmental Protection
Bureau of Mining Regulation and Reclamation
901 South Stewart Street, Suite 4001
Carson City, NV 89701-5249

All comments, objections, or requests received during the public notice period will be considered in the final determination regarding the Permit. If the Division determines written comments or requests indicate a significant degree of public interest in this matter, the Administrator shall schedule a public hearing in accordance with the requirements of NAC 445A.405.

The draft Permit and all application documents are on file at the Division and are available for public inspection and copying pursuant to Nevada Revised Statute 445A.665. For more information, contact Natasha Zittel at (775) 687-9413 or visit the Division public notice website at <https://ndep.nv.gov/posts/category/land>.

STATE OF NEVADA

Department of Conservation and Natural Resources

Division of Environmental Protection

Bureau of Mining Regulation and Reclamation

Water Pollution Control Permit

Permittee: **Cortez Joint Venture dba Barrick Cortez Inc.
Cortez Hills Project
HC66 Box 1250
Crescent Valley, Nevada 89821-1250**

Permit Number: **NEV2007106**
Review Type/Year/Revision: **Renewal 2018, Revision 00**

Pursuant to Nevada Revised Statutes (NRS) 445A.300 through 445A.730, inclusive, and regulations promulgated thereunder by the State Environmental Commission and implemented by the Division of Environmental Protection (the Division), this Permit authorizes the Permittee to construct, operate, and close the **Cortez Hills Project**, in accordance with the limitations, requirements and other conditions set forth in this Permit. The Permittee is authorized to process up to **20,000,000 tons** of ore per year.

The facility is located in eastern Lander County and westernmost Eureka County, Nevada, within Sections 1, 2, 12, 13, and 24, Township 26 North, Range 47 East (T26N, R47E); Sections 5, 6, 7, 8, 17, 18, 19, and 20, T26N, R48E; Sections 12, 13, 14, 23, 24, 25, 26, 35, and 36, T27N, R47E; and Sections 18, 19, 30, 31, and 32, T27N, R48E, Mount Diablo Baseline and Meridian, approximately 37 miles southeast of the town of Battle Mountain, Nevada.

The Permittee must comply with all terms and conditions of this Permit and all applicable statutes and regulations.

This Permit is based on the assumption that the information submitted in the application of 30 July 2007, as modified by subsequent approved amendments, is accurate and that the facility has been constructed and is being operated as specified in the application. The Permittee must inform the Division of any deviation from or changes in the information in the application, which may affect the ability of the Permittee to comply with applicable regulations or Permit conditions.

This Permit is effective as of **Day Month 2018**, and shall remain in effect until **Day-1 Month 2023**, unless modified, suspended, or revoked.

Signed this _____ day of **Month 2018**.

Joseph Sawyer, P.E.
Chief, Bureau of Mining Regulation and Reclamation

I. Specific Facility Conditions and Limitations

A. In accordance with operating plans and facility design plans reviewed and approved by the Division the Permittee shall:

1. Construct, operate, and close the facility in accordance with those plans;
2. Contain within the fluid management system all process fluids including all meteoric waters which enter the system as a result of the 25-year, 24-hour storm event; and
3. Not release or discharge any process or non-process contaminants from the fluid management system.

B. Schedule of Compliance:

1. A minimum of 60 days prior to either the construction of the Tailings Impoundment 7 (TA-7) Stages 3 through 5, or the recommencement of operation of any associated historic Cortez Mine beneficiation process component that has been in temporary or permanent closure, the Permittee shall submit an updated engineering design for review and approval. Engineering review and Permit modification fees shall apply.
2. A minimum of 60 days prior to construction of the lined ore storage stockpiles, the Permittee shall submit the designs to the Division for review and approval. Engineering review and Permit modification fees shall apply.
3. A minimum of 60 days prior to construction of Phase IV of the Grass Valley Heap Leach Pad, the Permittee shall submit the designs to the Division for review and approval. Engineering review and Permit modifications fees shall apply.

The schedule of compliance items above are not considered completed until approved in writing by the Division.

C. The fluid management system covered by this Permit consists of the following process components:

1. Phases I, II, and III of the Grass Valley (Area 34) Heap Leach Facility including, but not limited to, the high-density polyethylene (HDPE) liner system, underdrain solution collection system, associated HDPE-lined channels and pipelines for solution collection and conveyance; the HDPE-lined Transfer Pipeline and By-Pass channels; the Pregnant Solution Sump; the double-lined HDPE Pregnant Sump Shelf; the double-lined HDPE Process Solution Pond; the double-lined HDPE Emergency/Storm Event Pond; the Grass Valley Carbon-in-Column Process Plant and associated secondary containment systems; and all other associated pipelines, pipeline containment systems, tanks, basins, sumps, pumps, valves, and other piping necessary for the conveyance and control of solution and to interconnect the components;

2. The Cortez Hills F-Canyon Underground Event Pipeline and all associated secondary containment, tanks, sumps, pumps, valves, and other pipelines;
3. The Cortez Hills F-Canyon Underground Water Handling System including, but not limited to, all associated secondary containment, pipelines, including the Contact Water Pipeline, tanks, basins, sumps, pumps, valves, piping, and ponds for the conveyance and control of fluids between and within components;
4. The single-lined HDPE (Cortez Mine) Tailings Impoundment 7 (TA-7) and associated underdrain solution collection system, double-lined HDPE Cortez Mine Underdrain Pond (UDP) and associated groundwater dewatering system, single-lined HDPE Cortez Mine Stormwater Pond (SWP) and associated groundwater dewatering system, Cortez Mine Thickener Overflow Pipeline, Cortez Mine HDPE-lined solution collection and conveyance channels, and associated sumps, pumps, tanks, and piping for the conveyance and control of fluids;
5. The double-lined HDPE (Cortez Mine) Water Storage Reservoir (WSR), leakage collection and recovery systems, and associated sumps, pumps, valves, and piping for the conveyance and control of fluids;
6. The Solid-Liquid Separation (SLS) Plant and all associated containment structures, vessels, tanks, filter systems, pumps, sumps, valves, piping, alarm systems, and material storage areas used for the treatment, conveyance, and control of Contact Water and solids;
7. The F-Canyon Ore Storage Pad comprised of the Upper and Lower Non-Segregated Ore Stockpile Pad and associated Geosynthetic Clay Layer (GCL), the HDPE-lined Segregated Ore Stockpile Pad, protective overliner layer, collection and conveyance corrugated polyethylene pipe (CPEP) and HDPE pipelines and secondary containment, Stormwater Collection Sump, Metals Removal Plant and radial stacker, and associated pipelines, sumps, berms and containment;
8. Range-Front Declines area Contact Water components, including, but not limited to, HDPE-lined Phase 2A, 2B, and 2C Ore Stockpile Pads, HDPE double-lined Event Pond, concrete Portal Underground Washbay, dual-walled Temporary Contact Water Tank, concrete Temporary Shotcrete Sump, buried dual-walled HDPE pipeline from Portal Underground Washbay to the existing Cross-Valley Contact Water Pipeline, and other interconnecting pipelines; and
9. All transfer pipelines, valves, and pumps used in the conveyance, control, or detection of fluids between components.

D. Monitoring Requirements:

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
1. <u>Make-up Water Supply</u> Well MMW-CH	Profile I ⁽²⁾	Annually
2. <u>Pond, Sump, Channel, and Tank</u> <u>Leak Detection Sumps [sump capacity]</u> Grass Valley Pregnant Sump Shelf (GV-PS) [300 gal] Grass Valley Process Solution Pond (GV-PP) [1,900 gal] Grass Valley Emergency/Storm Event Pond (GV-SP) [1,800 gal] Grass Valley Phase III Solution Collection Channel (GV-PIIC) [244 gal] Range-Front Declines Event Pond (RF-EP) [2,585 gal] Cortez Mine Water Storage Reservoir - North Cell (WSR-N) [7,836 gal] Cortez Mine Water Storage Reservoir - South Cell (WSR-S) [7,674 gal]	Average daily accumulation (gpd)	Weekly ⁽¹⁾
3. <u>Cortez Mine Tailings Impoundment</u> <u>7 (TA-7) Leak Detection Sumps⁽⁵⁾ [12 gal sump capacity]</u> Cell 1 North-South (C1NS) Cell 1 East (C1E) Cell 1 West (C1W) Cell 1 West Channel (C1WC) Cell 1 East Channel (C1EC) Underdrain Outlet Channel (UOC) Cell 2 North-South (C2NS) Cell 2 East-West (C2EW) Cell 2 Channel (C2C)	Average daily accumulation (gpd)	Weekly ⁽¹⁾

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
4. <u>Cortez Mine Tailings Impoundment</u> <u>7 (TA-7) Leak Detection</u> <u>Risers⁽⁵⁾ [12 gal sump capacity]</u> Cell 1 North-South (C1NSLC) Cell 1 East (C1ELC) Cell 1 West (C1WLC) Cell 2 North-South (C2NSLC) Cell 2 East-West (C2EWLC)	Average daily accumulation (gpd)	Weekly ⁽¹⁾
5. <u>Pipeline Leak Detection Ports</u> <i>F-Canyon Ore Stockpiles:</i> Segregated Ore Stockpile Pad stormwater conveyance (LD-SEG) Stormwater Collection Sump conveyance (LD-SEG3) <i>Range-Front Declines Area:</i> Phase 2B Stockpile Pipeline to Event Pond (LD-2BP) Event Pond Pipeline to Portal Underground Washbay (LD-EPP1, LD-EPP2, LD-EPP3) Temporary Shotcrete Sump Pipeline to Portal Underground Washbay (LD-SCSP1, LD-SCSP2) Portal Underground Washbay Pipeline to Cross-Valley Contact Water Pipeline (LD-UWBP1, LD-UWBP2, LD-UWBP3, LD-UWBP4)	As applicable, average daily accumulation or flow (gpd)	Weekly ⁽¹⁾

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
<p>6. <u>Process Solution</u></p> <p>Pregnant Solution Sump (GV-PSS) Barren Solution Pump Box (GV-BSPB) Water Storage Reservoir (WSRES) Process Solution Pond (GV-PSSP) Emergency/Storm Event Pond (GV-EP) TA-7 Reclaim Solution (RCLAIM) TA-7 Tailings liquid fraction (TAIL7SOLN) Range-Front Declines Event Pond Solution (RF-EPS)</p>	Profile I ⁽²⁾	Quarterly
<p>7. <u>Leach Pad Ore</u></p> <p>Grass Valley Heap Leach Pad (GV-HL)</p>	ANP/AGP ^(4,10)	Quarterly
<p>8. <u>Mined Materials</u></p> <p>Alluvial Overburden (CH-AO) Cortez Hills Open Pit Waste Rock (CHP-WR) Cortez Pit Complex Waste Rock (CP-WR) Underground Waste Rock (CHUG-WR) Open pit ore only Carbon Ore Stockpile (CH-CO) Open pit ore only Low-grade Ore Stockpile (CH-LO) Open pit ore only Oxide Ore Stockpile on North WRF (CH-OO) Other Mined Material (WR)⁽⁷⁾ SLS dry cake solids (SLS-DC) TA-7 Tailings solids (T7SLD);</p> <p>Ore shipped to off-site destination (CH-OS);</p> <p>HCCUEP Waste Rock</p>	<p>MWMP⁽⁹⁾ -Profile I⁽²⁾, ANP/AGP^(4,10), quantity placed (tons) by type and location;</p> <p>Quantity shipped (tons), processing destination;</p> <p>Quantity Placed (tons)</p>	<p>Quarterly;</p> <p>Annually;</p> <p>Quarterly</p>

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
<p>9. <u>Facility Monitoring Wells and Piezometers</u></p> <p><i>Downgradient Alluvial Wells:</i> Grass Valley Heap Leach (PD-03, PD-06) North Waste Rock Facility (MW-96, MW-100) Range-Front Declines Area (MW-79)</p> <p><i>Downgradient Bedrock Wells:</i> Canyon Waste Rock Facility (CHMW-01) South Waste Rock Facility (PD-02) Grass Valley Heap Leach Pad (PD-11) Grass Valley Process Plant and Ponds (PD-10)</p> <p><i>Upgradient Bedrock Wells:</i> Grass Valley Heap Leach Pad and Canyon Waste Rock Facility (PD-07)</p> <p><i>Circum-Pit Wells and Piezometers:</i> CHPZ-133⁽¹⁴⁾, DW-09, DW-16, DW-33, DW-36, DW-37</p> <p><i>Cortez Mine Facility Wells:</i> Upgradient TA-7 (MW-73) Downgradient TA-7 (MW-74, MW-75) Downgradient SWP (MW-76)</p>	<p>Profile I⁽²⁾, water and collar elevation (feet AMSL)</p>	<p>Quarterly</p>
<p>10. <u>Fresh Water Reservoir</u></p> <p>CH-FWR</p>	<p>Average water volume (gal), average freeboard (feet)</p>	<p>Weekly</p>

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
<p>11. <u>F-Canyon Underground Water Handling System and Contact Water⁽⁶⁾ Monitoring</u></p> <p>Water Supply Pipeline flow at F-Canyon declines portal (WSP-F);</p> <p>Contact Water flow at portal (CW-F)</p> <p>Fresh Water Tanks at distribution pipeline outlet (FWT);</p> <p>Contact Water Quality at discharge to WSR (CW-Q)</p>	<p>Average flow (gpm);</p> <p>Average flow (gpm) Profile I⁽²⁾;</p> <p>Profile I⁽²⁾, TPH⁽¹⁵⁾</p>	<p>Weekly;</p> <p>Weekly Quarterly;</p> <p>Quarterly</p>
<p>12. <u>Surface Water Monitoring</u></p> <p>Cortez Canyon Spring (CCS)</p> <p>Northeast Toiyabe Range Seep (NETRS)</p>	<p>Profile I⁽²⁾, flow (gpm)</p>	<p>Quarterly</p>
<p>13. <u>Pit Lake Monitoring</u></p> <p>Cortez Pit;</p> <p>General Monitoring – each pit lake;</p> <p>Water Column Monitoring⁽¹⁷⁾ – each pit lake;</p> <p>Surface Samples⁽¹⁹⁾ – each pit lake;</p> <p>Depth Samples⁽²⁰⁾ – each pit lake that is >25 feet deep or has an outflow to groundwater</p>	<p>Presence of Water⁽¹⁶⁾;</p> <p>Photograph, lake surface elevation (feet AMSL), maximum lake depth (feet), lake area (acres);</p> <p>Continuous field temperature (°F)⁽¹⁸⁾ and specific conductance (µS/cm)⁽¹⁸⁾ with depth (feet);</p> <p>Field pH (SU)⁽¹⁸⁾, field Eh (mV)⁽¹⁸⁾; Profile III⁽¹³⁾;</p> <p>Field pH (SU)⁽¹⁸⁾, field Eh (mV)⁽¹⁸⁾, depth below surface (feet); Profile I⁽²⁾, depth below surface (feet)</p>	<p>Quarterly;</p> <p>Monthly;</p> <p>Monthly;</p> <p>Monthly; Quarterly;</p> <p>Monthly; Quarterly</p>

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
14. <u>Cortez Mine Stormwater Pond (SWP)</u> Pond Solution (SWP-CS) Groundwater Monitoring and Dewatering Port Solution (SWP-GWP) [202,000 gal]	Pond and Port solution elevation (feet AMSL) ⁽⁸⁾ ; Date(s), volume (gal), and Profile I ⁽²⁾ when Pond or Port are evacuated ⁽⁸⁾	Weekly ⁽¹⁾ ; When evacuated
15. <u>Cortez Mine Underdrain Pond (UDP) [sump capacity as available]</u> Leak Detection Sump 1 (UDP-LD1) [318 gal] Leak Detection Sump 2 (UDP-LD2) [373 gal]; Pond Solution (UDP-CS) Groundwater Monitoring and Dewatering Port Solution (UDP-GWP)	Average daily accumulation (gpd); Pond and Port solution elevation (feet AMSL) ⁽⁸⁾ ; Date(s), volume (gal), and Profile I ⁽²⁾ when Pond or Port are evacuated ⁽⁸⁾	Weekly ⁽¹⁾ ; Weekly ⁽¹⁾ ; When evacuated
16. <u>Petroleum-Contaminated Soil (PCS) Hazardous Waste Determinations</u> Each PCS source	Hazardous waste determination ⁽¹²⁾	When required ⁽¹²⁾

The Permittee may request a reduction of the monitoring frequency after four quarters of complete monitoring based on justification other than cost. Such reductions may be considered modifications to the Permit and require payment of modification fees.

Abbreviations and Definitions:

AMSL = above mean sea level; ANP/AGP = Acid Neutralizing Potential:Acid Generation Potential ratio; ASTM = American Society for Testing and Materials; CaCO₃ = calcium carbonate; CFR = Code of Federal Regulations; Eh = chemical reduction potential; EPA = U.S. Environmental Protection Agency; epilimnion = the uppermost layer in a stratified lake; gal = gallons; gpd = gallons per day; gpm = gallons per minute; hypolimnion = a lower layer in a thermally stratified lake below the metalimnion; metalimnion = a middle layer in a thermally stratified lake

characterized by a temperature decrease with depth; mg/L = milligrams per liter; monimolimnion = the lower layer in a chemically stratified lake that does not mix with other layers; mV = millivolts; MWMP = Meteoric Water Mobility Procedure; N = nitrogen; NAC = Nevada Administrative Code; NDEP = Nevada Division of Environmental Protection; pCi/L = picocuries per liter; PCS = Petroleum-Contaminated Soil; pH = the negative of the base 10 logarithm of the activity of the hydrogen ion; stratified = a pit lake that has distinct chemical and/or temperature layers; SU = standard units for pH measurement; SVOCs = semi-volatile organic compounds; TPH = total petroleum hydrocarbons; VOCs = volatile organic compounds; WAD = weak acid dissociable; > = greater than; ≥ = greater than or equal to; < = less than; °F = degrees Fahrenheit; µg/L = micrograms per liter; µS/cm = microSiemens per centimeter

Footnotes:

- (1) The sump or riser port must be inspected and evacuated on a more frequent basis than weekly if the fluid level is above the top of the sump or the invert of any pipe which discharges into the sump, whichever level is lower, or if the potential exists to exceed the sump capacity. Records are required documenting volume, date and time of extraction to show that sumps and riser ports are maintained in this condition. For passively draining pipeline ports, inspect and measure flow in gpd. For all sumps and ports, report 0 gpd if dry.
- (2) Profile I:

Alkalinity (as CaCO ₃):	Cadmium	Magnesium	Silver
Bicarbonate	Calcium	Manganese	Sodium
Total	Chloride	Mercury	Sulfate
Aluminum	Chromium	Nitrate + Nitrite (as N)	Thallium
Antimony	Copper	Nitrogen, Total (as N)	Total Dissolved Solids
Arsenic	Fluoride	pH (± 0.1 SU) ⁽³⁾	WAD Cyanide
Barium	Iron	Potassium	Zinc
Beryllium	Lead	Selenium	-

- (3) All sample analyses resulting in a pH value less than or equal to 5.0 SU shall also be analyzed for acidity (mg/L, as CaCO₃ equivalent).
- (4) When static testing⁽¹⁰⁾ characterization of Mined Materials shows the potential for acid generation as set forth in the current version of the Division guidance document "Waste Rock, Overburden, and Ore Evaluation", the Permittee shall, as applicable, notify the Division in writing and initiate kinetic testing⁽¹¹⁾ within 10 days.

If the kinetic test results indicate acid generation conditions exist, the Permittee shall submit in writing, within 30 days, the methods proposed for providing

containment of these materials and the anticipated impact this acid generation potential may have on final stabilization of all components affected as defined in NAC 445A.359.

- (5) The identified Leak Detection Sumps monitor the zone above the prepared subgrade and beneath the compacted low hydraulic conductivity soil layer (LHCSL). The identified Leak Collection Risers monitor the zone above the LHCSL and beneath the HDPE liner. All sumps and risers are compliance monitoring locations.
- (6) Use or storage of Contact Water, other than in process or within approved containment, respectively, must have prior written authorization from the Division.
- (7) Characterization requirements shall also apply to material generated during exploration or feasibility bulk sample testing activities.
- (8) The Groundwater Port must be inspected, and evacuated as needed, to maintain the Port solution elevation below 4,773 feet AMSL. Solution evacuated from the Pond and Port shall be discharged only to approved containment. A maximum of one Profile I⁽²⁾ analysis each of evacuated Pond and Port solution is required per quarter.
- (9) The Meteoric Water Mobility Procedure (MWMP) shall be performed by a Nevada-approved laboratory, in accordance with ASTM Method E 2242 (or the most current method).
- (10) Acid Neutralizing Potential/Acid Generating Potential (ANP/AGP, also known as static testing or acid-base accounting) shall be performed by a Nevada-approved laboratory, using a LECO-type analysis, with full sulfur speciation if $ANP/AGP < 1.2$, in accordance with the most current update of the Nevada Modified Sobek Procedure.
- (11) Kinetic testing (humidity cell testing) shall be performed by a Nevada-approved laboratory, in accordance with ASTM Method D 5744-07 Option 'A' (or the most current approved method); tests shall be run for a minimum of 20 weeks and for a longer duration if warranted or recommended by the analytical laboratory or required by the Division; samples shall be collected weekly (all weeks) and measurements shall be recorded for redox potential, pH, specific conductance ($\mu S/cm$), acidity and/or alkalinity (as deemed appropriate by the laboratory), sulfate, iron (total, plus ferric and ferrous speciation if total iron > 0.6 mg/L and $pH < 5$ SU), and dissolved calcium and magnesium; weekly filtered extracts per the method will be digested and analyzed for total recoverable concentrations during week 0, 1, 2, 4, 8, 12, 16, and 20; four-week extracts thereafter (i.e., week 24, 28, 32, etc.) shall be analyzed by a Nevada-certified analytical laboratory for Profile I⁽²⁾ parameters, and specific conductance ($\mu S/cm$) and acidity and/or alkalinity shall be recorded as recommended by the analytical laboratory; final results reported shall include initial and final static test results⁽¹⁰⁾, a Profile I⁽²⁾ analysis of the final leachate,

all kinetic test results above, and any additional analyses required by the Division.

- (12) A hazardous waste determination is required: a) Initially, for each PCS source prior to management under the PCS Management Plan; b) When a PCS waste stream is suspected to have changed character since the last determination; and c) When a hazardous constituent is detected during screening analyses at a concentration suggestive of hazardous waste. Determinations must be performed pursuant to 40 CFR 262.11 using operator knowledge and/or applicable analytical testing methods described in EPA publication SW-846. Operator knowledge must be adequately described and sufficient to justify the determination.

(13) Profile III:

Alkalinity (as CaCO ₃)	Calcium	Mercury	Strontium
Bicarbonate	Chloride	Molybdenum	Sulfate
Total	Chromium	Nickel	Thallium
Aluminum	Copper	Nitrate + Nitrite (as N)	Tin
Antimony	Fluoride	Nitrogen, Total (as N)	Total Dissolved Solids
Arsenic	Iron	pH (± 0.1 SU) ⁽³⁾	Total Suspended Solids
Barium	Lead	Phosphorus	Uranium
Beryllium	Lithium	Potassium	Vanadium
Boron	Magnesium	Selenium	Zinc
Cadmium	Manganese	Sodium	-

- (14) Water and collar elevations only; no water quality sampling or analysis required.
- (15) Total Petroleum Hydrocarbons (TPH) analyzed by a Nevada-certified laboratory using EPA Method 8015 Modified. If any gasoline-range petroleum is suspected, or if the source-type is unknown, both TPH-P (purgeable) and TPH-E (extractable) are required. Otherwise, only TPH-E is required.
- (16) For presence of water, state whether the pit surface is dry, damp, or wet (ponded or flowing water). If ponded water has been present for at least one year, the Permittee shall perform the required monitoring for pit lakes.
- (17) A continuous temperature-conductivity profile shall be completed for the entire water column at the deepest location in each pit lake.
- (18) Field measurements (e.g., temperature, specific conductance, pH, Eh, etc.) shall be made at the Project site concurrent with the monitoring activity using a calibrated instrument, and do not require analysis by a laboratory certified or approved by the State of Nevada as otherwise specified in Part II.E.5. Field measurements must be accompanied by appropriate calibration information.

- (19) The surface samples must be collected less than 10 feet below the surface of the pit lake.
 - (20) Depth sampling shall be performed at the deepest location in each pit lake. The number and depth of samples shall be determined based on the temperature-conductivity profile of the water column at the time of sampling. If the lake is stratified, collect a separate depth sample from each distinct layer in the water column (e.g., from the epilimnion, metalimnion, hypolimnion, and monimolimnion, as applicable; however, note that the quarterly sample from the surface layer [epilimnion] must be analyzed for Profile III constituents per the surface sample requirements whereas the quarterly depth samples from all other layers are analyzed for Profile I constituents). If the lake is unstratified and between 25 and 50 feet deep, collect one depth sample from the lower half of the water column. If the lake is unstratified and greater than 50 feet deep, collect two depth samples consisting of an intermediate sample from the middle third of the water column and a deep sample from the lower third of the water column. If the lake is less than 25 feet deep but includes an outflow to groundwater (i.e., it is a hydrologic flow-through pit lake), collect a quarterly Profile I surface sample in addition to the quarterly Profile III surface sample.
- E. Quarterly and annual monitoring reports and release reporting shall be in accordance with Part II.B.
- F. All sampling and analytical accuracy shall be in accordance with Part II.E.
- G. Permit Limitations
1. The daily accumulation of flow exceeding 20 gallons per day averaged over the quarter in the leak detection sumps or ports identified in Part I.D.3.
 2. The daily accumulation of flow exceeding 10 gallons per day averaged over the year in the leak detection sumps or ports identified in Part I.D.3.
 3. The daily accumulation of flow exceeding 75 gallons per day averaged over the quarter in the leak detection risers identified in Part I.D.4.
 4. The daily accumulation of flow exceeding 25 gallons per day averaged over the year in the leak detection risers identified in Part I.D.4.
 5. The daily accumulation of flow exceeding 150 gallons per day averaged over the quarter in the leak detection sumps identified in Parts I.D.2, I.D.5, and I.D.15.
 6. The daily accumulation of flow exceeding 50 gallons per day averaged over the year in the leak detection sumps identified in Parts I.D.2, I.D.5, and I.D.15.
 7. Failure to meet a Schedule of Compliance date.
 8. The normal supernatant pool operating depth in the Cortez Mine Tailings Impoundment 7 (TA-7) shall not exceed the approved design limit of 3 feet.

9. Except as may otherwise be required by design or allowed as a condition of this Permit, a minimum operating freeboard of 2 feet in all ponds.
10. The storage of process solution in any single-lined pond is not authorized for more than 20 consecutive days for any single event.
11. The Phase I, Phase II, and Phase III heap leach pads, as measured vertically from the top of the synthetic liner for any point on the pad, loaded in excess of a maximum approved design elevation of 300 feet over the 80-mil HDPE liner
12. The Phase I, Phase II, and Phase III heap leach pads shall be constructed with perimeter rockfill buttresses having a minimum 80-foot horizontal width. The rockfill buttresses shall be constructed on the western, southwestern, and southern sides of Phase I, on the eastern and southern sides of Phase II, and on the west, north, and east sides of Phase III.
13. The cumulative solution application rate to the heap leach pad in excess of the maximum approved design 15,000 gpm. Additionally, the solution application rate *per unit area* should not exceed the approved design limit of 0.005 gpm per square foot.
14. The storage of process solution in the Cortez Mine Stormwater Pond (SWP), a single-lined pond, is not authorized for more than 20 consecutive days for any single event or for any event that raises the Cortez Mine Underdrain Pond (UDP) solution elevation above the spillway invert elevation of 4,776 feet AMSL.
15. The Permittee shall provide written notification to the Division within 30 days of a Groundwater Port water elevation in either the 'SWP' or 'UDP' exceeding 4,770 feet AMSL and initiate construction of the Groundwater Dewatering System, in accordance with the design approved as an engineering design change modification approved 12 August 2009, to achieve completion within 12 months of the date of notification.
16. PCS that exceeds screening levels shall not be placed at an on-site disposal location.
17. Any flocculant used in the SLS Plant must have prior Division approval.
18. The SLS Plant solids storage area shall be routinely inspected and appropriate measures shall be taken to prevent tracking of dry cake solids off containment and the associated drain trough shall be kept clear of debris and solids build-up to ensure proper function and conveyance of collected fluids to approved containment.
19. Storage of ore from the Cortez Hills underground operation is authorized only on the appropriate portion of the F-Canyon Ore Storage Pad, the Range-Front Declines ore stockpile pads, or other containment approved by the Division for that purpose. At the end of each 12-hour shift during which the Metals Removal Plant or radial stacker at the F-Canyon Upper Non-Segregated Ore Stockpile Pad is operated, all areas without GCL installation near the Metals Removal

Plant and radial stacker shall be inspected and any ore spillage shall be removed and placed back on the Upper Non-Segregated Ore Stockpile Pad or on other containment approved by the Division. Berms, barricades, internal drainage ditches, and external diversion ditches, as appropriate, associated with the F-Canyon Ore Storage Pad must be maintained, and signage placed as appropriate, to delineate the limits of pad containment and to prevent stormwater run-on to the pads and run-off from the pads.

20. Placement of ore on the F-Canyon Ore Storage Pad is limited to: a maximum 12-foot height and a minimum 6-foot setback on the Segregated Ore Stockpile, east and west pads, and the Upper Non-Segregated Ore Stockpile Pad; and to a maximum 30-foot height and a minimum 15-foot setback on the Lower Non-Segregated Ore Stockpile Pad. A minimum 3-foot-thick layer of overliner material must be maintained on all pads to protect the liner or GCL, as applicable, and the solution collection system.
21. Mining shall not extend below 2,500 feet AMSL, unless approved by the Division based on representative characterization of the ore and waste rock to be extracted and plans to mitigate any potential for degradation of waters of the State, as warranted.

Exceedances of these limitations may be Permit violations and shall be reported as specified in Part II.B.4.

- H. The facility shall maintain an automated or manual calibrated rain gauge, which shall be monitored at least daily to record precipitation (inches of water). A written and/or electronic record of daily accumulations of precipitation shall be maintained on site.
- I. The Permittee shall inspect all control devices, systems and facilities weekly, and during (when possible) and after major storm events. These inspections are performed to detect evidence of:
 1. Deterioration, malfunction, or improper operation of control or monitoring systems;
 2. Sudden changes in the data from any monitoring device;
 3. The presence of liquids in leak detection systems; and
 4. Severe erosion or other signs of deterioration in dikes, diversions, closure covers, or other containment devices.
- J. Prior to initiating permanent closure activities at the facility or any process component within the facility, the Permittee must have an approved final plan for permanent closure.
- K. The Permittee shall remit an annual review and services fee in accordance with NAC 445A.232 starting July 1 after the effective date of this Permit and every year thereafter until the Permit is terminated or the facility has received final closure certification from the Division.

L. The Permittee shall not dispose of or treat Petroleum-Contaminated Soil (PCS) on the mine site without first obtaining from the Division approval of a PCS Management Plan. The approved PCS Management Plan and the Division Guidance for Mine-Site PCS Management Plans are hereby incorporated into this Permit by reference.

M. When performing dust suppression activities, the Permittee shall use best management practices and appropriate selection of water source and additives to prevent degradation of waters of the State. If a dust suppressant exceeds a water quality standard and the corresponding natural background water concentration in the area where dust suppression will occur, the Permittee shall demonstrate no potential to degrade waters of the State.

N. Continuing Investigations:

1. The Permittee shall submit to the Division for review and approval an updated groundwater flow model and pit lake study with each Permit renewal and with any application to modify the Permit that could affect the pit lake predictive model. The submittal shall also include an ecological risk assessment if the predictive pit lake model indicates the potential for exceedance of a Division Profile III reference value, unless the constituent concentration for each predicted Profile III exceedance is no greater than the concentration evaluated in a previous Division-approved ecological risk assessment for the Project. These studies and assessments shall address, at a minimum, the requirements of NAC 445A.429, and shall include all available data, alternative pit lake or backfill scenarios, and mitigations to reduce ecological risk and the potential to degrade groundwater, as applicable. Approval may require modification of the Permit and payment of modification fees
2. The Permittee shall submit to the Division for review and approval an updated waste rock management plan (WRMP) with each Permit renewal and with any application to modify the Permit that could affect the WRMP. A revised WRMP must also be approved prior to initiating mining or in-pit backfill activities not previously approved. The WRMP must include representative characterization data for all anticipated waste rock and overburden in accordance with the current version of the Division guidance document "Waste Rock, Overburden, and Ore Evaluation," in addition to a detailed description of how, when, and where the materials will be managed and monitored, and appropriate controls to eliminate any potential to degrade waters of the State, if applicable. Approval may require modification of the Permit and payment of modification fees.

II. General Facility Conditions and Limitations

A. General Requirements

1. The Permittee shall achieve compliance with the conditions, limitations, and requirements of the Permit upon commencement of each relevant activity. The Administrator may, upon the request of the Permittee and after public notice (if

required), revise or modify a Schedule of Compliance in an issued Permit if he or she determines good and valid cause (such as an act of God, a labor strike, materials shortage or other event over which Permittee has little or no control) exists for such revision.

2. The Permittee shall at all times maintain in good working order and operate as efficiently as possible, all devices, facilities, or systems installed or used by the Permittee to achieve compliance with the terms and conditions of this Permit.
3. Whenever the Permittee becomes aware that he or she failed to submit any relevant facts in the Permit application, or submitted incorrect information in a Permit application or in any report to the Administrator, the Permittee shall promptly submit such facts or correct information. Any inaccuracies found in this information may be grounds for revocation or modification of this Permit and appropriate enforcement action.

B. Reporting Requirements

1. The Permittee shall submit quarterly reports, in both hard copy and a Division-approved electronic format, which are due to the Division on or before the 28th day of the month following the quarter and must contain the following:
 - a. Monitoring results from the leak detection systems identified in Parts I.D.2, I.D.3, I.D.4, I.D.5, and I.D.15, reported on Nevada Division of Environmental Protection (NDEP) Form 0590 or equivalent;
 - b. As applicable, analytical results for the solution collected from monitoring locations identified in Parts I.D.6, I.D.9, I.D.11, I.D.12, I.D.14, and I.D.15, reported on NDEP Form 0190 (as appropriate) or equivalent;
 - c. Water and collar elevations for the facility monitoring wells identified in Part I.D.9;
 - d. A table or graph of average weekly water volume and freeboard measurements for the location identified in Part I.D.10;
 - e. Flow rates for the monitoring locations identified in Parts I.D.11 and I.D.12;
 - f. Analytical results of applicable MWMP-Profile I and/or ANP/AGP testing, as applicable, for the materials identified in Parts I.D.7 and I.D.8, reported on NDEP Form 0190 (as appropriate) or equivalent;
 - g. Analytical results, reported on NDEP Form 0290 and NDEP Form 0190 or equivalent, as applicable, for water quality samples collected, and graphs or tables of other monitoring and quantification data collected for any pit lake identified in accordance with Part I.D.13;
 - h. Tables and/or graphs of solution elevation data and solution evacuation dates and volumes, as applicable, for the monitoring locations identified in Parts I.D.14 and I.D.15;

- i. A record of releases, and the remedial actions taken in accordance with the approved Emergency Response Plan on NDEP Form 0490 or equivalent;
- j. Copies of hazardous waste determinations, identified in Part I.D.16, pertaining to the approved PCS Management Plan;
- k. An updated list of all PCS sources managed under the approved PCS Management Plan, with any new or changed sources highlighted, reported on NDEP Form PCS-01 or equivalent; and
- l. For any kinetic test initiated, continued, or terminated with Division approval, during the quarter, provide a brief report of the test status and an evaluation of the results to date, which shall include all analytical data generated from the date testing was initiated through the reporting quarter.

Facilities which have not initiated mining or construction, must submit a quarterly report identifying the status of mining or construction. Subsequent to any noncompliance or any facility expansion which provides increased capacity, the Division may require an accelerated monitoring frequency.

2. The Permittee shall submit an annual report, in both hard copy and a Division-approved electronic format, by February 28th of each year, for the preceding calendar year, which contains the following:
 - a. Analytical results of water quality samples collected from the make-up water supply identified in Part I.D.1, reported on NDEP Form 0190 or equivalent;
 - b. A synopsis of releases on NDEP Form 0390 or equivalent;
 - c. A brief summary of site operations, including the number of tons of ore milled or placed on heaps (as applicable) during the year, construction and expansion activities, and major problems with the fluid management system;
 - d. A table of the number of tons and identification of any Nevada-permitted facility for ore material shipped off site for processing, and the number of tons of ore material shipped and the name and location of each out-of-State processing facility;
 - e. A table of total monthly precipitation amounts recorded in accordance with Part I.H, reported for a five-year history previous to the date of submittal;
 - f. An updated version of the facility monitoring and sampling procedures and protocols;
 - g. An updated evaluation of the closure plans using specific characterization data for each process component with respect to achieving stabilization; and
 - h. Graphs of leak detection flow rates and piezometer readings, and graphs of pH, total dissolved solids (TDS), sulfate, chloride, nitrate + nitrite (as N), WAD cyanide, fluoride, zinc, and arsenic concentration (as applicable),

versus time for all fluid sampling points. The graphs shall display a five-year history previous to the date of submittal. Additional parameters may be required by the Division if deemed necessary.

3. Release Reporting Requirements: The following applies to facilities with an approved Emergency Response Plan. If a site does not have an approved Emergency Response Plan, then all releases must be reported as per NAC 445A.347 or NAC 445A.3473, as appropriate.
 - a. A release of any quantity of hazardous substance, as defined at NAC 445A.3454, to surface water, or that threatens a vulnerable resource, as defined at NAC 445A.3459, must be reported to the Division as soon as practicable after knowledge of the release, and after the Permittee notifies any emergency response agencies, if required, and initiates any action required to prevent or abate any imminent danger to the environment or the health or safety of persons. An oral report shall be made by telephone to (888) 331-6337 for in-State callers or (775) 687-9485 for out-of-State callers, and a written report shall be provided within 10 days in accordance with Part II.B.4.b.
 - b. A release of a hazardous substance in a quantity equal to or greater than that which is required to be reported to the National Response Center pursuant to 40 CFR Part 302 must be reported as required by NAC 445A.3473 and Part II.B.3.a.
 - c. A release of a non-petroleum hazardous substance not subject to Parts II.B.3.a. or II.B.3.b., released to soil or other surfaces of land, and the total quantity is equal to or exceeds 500 gallons or 4,000 pounds, or that is discovered in or on groundwater in any quantity, shall be reported to the Division no later than 5:00 P.M. of the first working day after knowledge of the release. An oral report shall be made by telephone to (888) 331-6337 for in-State callers or (775) 687-9485 for out-of-State callers, and a written report shall be provided within 10 days in accordance with Part II.B.4.b. Smaller releases, with total quantity greater than 25 gallons or 200 pounds and less than 500 gallons or 4,000 pounds, released to soil or other surfaces of land, or discovered in at least 3 cubic yards of soil, shall be reported quarterly on NDEP Form 0390 or equivalent.
 - d. Petroleum Products and Coolants: If a release is subject to Parts II.B.3.a. or II.B.3.b., report as specified in Part II.B.3.a. Otherwise, if a release of any quantity is discovered on or in groundwater, or if the total quantity is equal to or greater than 100 gallons released to soil or other surfaces of land, report as specified in Part II.B.3.c. Smaller releases, with total quantity greater than 25 gallons but less than 100 gallons, released to soil or other surfaces of land, or if discovered in at least 3 cubic yards of soil, shall be reported quarterly on NDEP Form 0390 or equivalent.

4. The Permittee shall report to the Administrator any noncompliance with the Permit.
 - a. Each such event shall be reported orally by telephone to (775) 687-9400, not later than 5:00 P.M. of the next regular work day from the time the Permittee has knowledge of the circumstances. This report shall include the following:
 - i. Name, address, and telephone number of the owner or operator;
 - ii. Name, address, and telephone number of the facility;
 - iii. Date, time, and type of incident, condition, or circumstance;
 - iv. If reportable hazardous substances were released, identify material and report total gallons and quantity of contaminant;
 - v. Human and animal mortality or injury;
 - vi. An assessment of actual or potential hazard to human health and the environment outside the facility; and
 - vii. If applicable, the estimated quantity of material that will be disposed and the disposal location.
 - b. A written summary shall be provided within 10 days of the time the Permittee makes the oral report. The written summary shall contain:
 - i. A description of the incident and its cause;
 - ii. The periods of the incident (including exact dates and times);
 - iii. If reportable hazardous substances were released, the steps taken and planned to complete, as soon as reasonably practicable, an assessment of the extent and magnitude of the contamination pursuant to NAC 445A.2269;
 - iv. Whether the cause and its consequences have been corrected, and if not, the anticipated time each is expected to continue; and
 - v. The steps taken or planned to reduce, eliminate, and prevent recurrence of the event.
 - c. The Permittee shall take all available and reasonable actions, including more frequent and enhanced monitoring to:
 - i. Determine the effect and extent of each incident;
 - ii. Minimize any potential impact to the waters of the State arising from each incident;
 - iii. Minimize the effect of each incident upon domestic animals and all wildlife; and
 - iv. Minimize the endangerment of the public health and safety which arises from each incident.

- d. If required by the Division, the Permittee shall submit, as soon as reasonably practicable, a final written report summarizing any related actions, assessments, or evaluations not included in the report required in Part II.B.4.b., and including any other information necessary to determine and minimize the potential for degradation of waters of the State and the impact to human health and the environment. Submittal of the final report does not relieve the Permittee from any additional actions, assessments, or evaluations that may be required by the Division.

C. Administrative Requirements

1. A valid Permit must be maintained until permanent closure is complete. Therefore, unless permanent closure has been completed and termination of the Permit has been approved in writing by the Division, the Permittee shall apply for Permit renewal not later than 120 days before the Permit expires.
2. Except as required by NAC 445A.419 for a Permit transfer, the Permittee shall submit current Permit contact information described in paragraphs (a) through (c) of subsection 2 of NAC 445A.394 within 30 days after any change in previously submitted information.
3. All reports and other information requested by the Administrator shall be signed and certified as required by NAC 445A.231.
4. All reports required by this Permit, including, but not limited to, monitoring reports, corrective action reports, and as-built reports, as applicable, and all applications for Permit modifications, shall be submitted in both hard copy and a Division-approved electronic format.
5. When ordered consistent with Nevada Statutes, the Permittee shall furnish any relevant information in order to determine whether cause exists for modifying, revoking and reissuing, or permanently revoking this Permit, or to determine compliance with this Permit.
6. The Permittee shall maintain a copy of, and all modifications to, the current Permit at the permitted facilities at all times.
7. The Permittee is required to retain during operation, closure and post-closure monitoring, all records of monitoring activities and analytical results, including all original strip chart or data logger recordings for continuous monitoring instrumentation, and all calibration and maintenance records. This period of retention must be extended during the course of any unresolved litigation.
8. The provisions of this Permit are severable. If any provision of this Permit, or the application of any provision of this Permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Permit, shall not thereby be affected.
9. The Permittee is authorized to manage fluids and solid wastes in accordance with the conditions of this Permit. Issuance of this Permit does not convey property rights of any sort or any exclusive privilege; nor does it authorize any

injury to persons or property, any invasion of other private rights, or any infringement of Federal, State or local law or regulations. Compliance with the terms of this Permit does not constitute a defense to any order issued or any action brought under the Water Pollution Control Statutes for releases or discharges from facilities or units not regulated by this Permit. NRS 445A.675 provides that any person who violates a Permit condition is subject to administrative or judicial action provided in NRS 445A.690 through 445A.705.

D. Division Authority

The Permittee shall allow authorized representatives of the Division, at reasonable times, and upon the presentation of credentials to:

1. Enter the premises of the Permittee where a regulated activity is conducted or where records are kept per the conditions of this Permit;
2. Have access to and copy any record that must be kept per the conditions of this Permit;
3. Inspect and photograph any facilities, equipment (including monitoring and control equipment), practices, or operations regulated by this Permit; and
4. Sample or monitor for any substance or parameter at any location for the purposes of assuring Permit and regulatory compliance.

E. Sampling and Analysis Requirements

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
2. For each measurement or sample taken pursuant to the conditions of this Permit, the Permittee shall record the following information:
 - a. The exact place, date, and time of the inspection, observation, measurement, or sampling; and
 - b. The person(s) who inspected, observed, measured, or sampled.
3. Samples must be taken, preserved, and labeled according to Division approved methods.
4. Standard environmental monitoring chain of custody procedures must be followed.
5. Samples shall be analyzed by a laboratory certified or approved by the State of Nevada, as applicable for the method(s) being performed. The Permittee must identify in all required reports the certified and approved laboratories used to perform the analyses, laboratory reference numbers, and sample dates, and for the electronic version of each report only, include all associated laboratory analytical reports, including test results, test methods, chain-of-custody forms, and quality assurance/quality control documentation.
6. The accuracy of analytical results, unless otherwise specified, shall be expressed in mg/L and be reliable to at least two significant digits. The

analytical methods used must have a practical quantitation limit (PQL) equal to or less than one-half the reference value for Profile I and Profile III parameters. Laboratories shall report the lowest reasonable PQL based on in-house method detection limit studies. Samples for Profile I parameters shall be filtered and analyzed for the dissolved fraction, unless otherwise required by the Division; samples for Profile III parameters shall be unfiltered and analyzed for the total recoverable fraction. Unless otherwise approved by the Division, analytical results that are less than the PQL shall be reported quantitatively by listing the PQL value preceded by the "<" symbol.

F. Permit Modification Requirements

1. Any material modification, as defined at NAC 445A.365, plan to construct a new process component, or proposed change to Permit requirements must be reported to the Division by submittal of an application for a Permit modification, or if such changes are in conformance with the existing Permit, by submittal of a written notice of the changes. The Permit modification application must comply with NAC 445A.391 through 445A.399, 445A.410, 445A.412, 445A.414, 445A.4155, 445A.416, 445A.417, 445A.440, and 445A.442, as applicable. The construction or modification shall not commence, nor shall a change to the Permit be effective, until written Division approval is obtained.
2. Prior to the commencement of mining activities at any site within the State which is owned or operated by the Permittee but not identified and characterized in a previously submitted application or report, the Permittee shall submit to the Division a report which identifies the locations of the proposed mine areas and waste disposal sites, and characterizes the potential of mined materials and areas to release pollutants. Prior to development of these areas the Division shall determine if any of these new sources will be classified as process components and require engineered containment as well as Permit modification.
3. The Permittee shall notify the Division in writing at least 30 days before the introduction of process solution into a new process component or into an existing process component that has been materially modified, or of the intent to commence active operation of that process component. Before introducing process solution or commencing active operation, the Permittee shall obtain written authorization from the Division.
4. The Permittee must obtain a written determination from the Administrator of any planned process component construction or material modification, or any proposed change to Permit requirements, as to whether it is considered a Permit modification, and if so, what type.
5. The Permittee must give advance notice to the Administrator of any planned changes or activities which are not material modifications in the permitted facility that may result in noncompliance with Permit requirements.

Prepared by: Natasha Zittel

Date: 16 May 2018

Revision 00: Renewed/Major Modification Permit, effective DATE

DRAFT

FACT SHEET

(Pursuant to Nevada Administrative Code (NAC) 445A.401)

Permittee Name: **Cortez Joint Venture dba Barrick Cortez Inc.**

Project Name: **Cortez Hills Project**

Permit Number: **NEV2007106**

Review Type/Year/Revision: **Renewal 2018, Fact Sheet Revision 00**

A. Location and General Description

Location: The **Cortez Hills Project** is located in north-central Nevada in eastern Lander County and westernmost Eureka County, approximately 37 miles southeast of the town of Battle Mountain. The facility is situated approximately 1 mile south of the Cortez Mine (Water Pollution Control Permit (WPCP) NEV0000023), approximately 9 miles southeast of the Pipeline Project (WPCP NEV0093109), and approximately 7 miles east-southeast of the Pipeline Infiltration Project (WPCP NEV0095111), at the south end of Crescent Valley. The facilities are located within Sections 1, 2, 12, 13, and 24, Township 26 North, Range 47 East (T26N, R47E); Sections 5, 6, 7, 8, 17, 18, 19, and 20, T26N, R48E; Sections 12, 13, 14, 23, 24, 25, 26, 35, and 36, T27N, R47E; and Sections 18, 19, 30, 31, and 32, T27N, R48E, Mount Diablo Baseline and Meridian, on both private land and public land administered by the U.S. Bureau of Land Management, Mount Lewis Field Office, Battle Mountain. The site may be accessed by traveling 40 miles west from Elko, or 30 miles east from Battle Mountain, on Interstate Highway 80, then approximately 31 miles south on Nevada State Route 306, and approximately 9 miles southeast on Lander County Road 222.

General Description: The Cortez Hills Project facilities consist of both a surface open pit (Cortez, and Cortez Hills pits) and an underground gold mine (Range Front Declines and F-Canyon Portal) with associated dewatering systems, four waste rock disposal facilities, a heap leach pad, a carbon-in-column process plant for processing heap leach solution, a Pregnant Solution Sump (tank) with hydraulically linked Process Solution Pond, an Emergency/Storm Event Pond, portions of an existing cross-valley water conveyance system, ore stockpiles, a primary crusher, a cross-valley mill-grade ore conveyor to the Pipeline Mill #2, upgradient and downgradient groundwater monitoring wells, a water supply well, dewatering wells and sumps, and ancillary facilities for administrative, operational, and maintenance support. As proposed, the Project has a life of at least 13 years, which includes 10 years of active mining plus three years for completion of ore processing and pre-closure activities.

B. Synopsis

General: Mining in the Cortez Mining District began with the discovery of silver ores in 1862 along the western base of Mount Tenabo. Silver mining continued in

this area from extensive underground workings until the 1930's. The modern era of gold production began in 1968 at the Cortez Mine, located at the base of the Cortez Mountains on the southeast edge of Crescent Valley, and continued with production of oxide gold ore from Cortez Mine open pits during the periods of 1969 to 1973 and 1983 to 1988. Mining of oxidized gold ores occurred at the Gold Acres open pit, located on the east flank of the Shoshone Range at the west side of Crescent Valley, from 1973 to 1976, and was followed by mining and treatment of refractory gold ores from 1990 to 1996. Refractory gold ores were mined from the Horse Canyon and South Silicified open pits, located on the east side of the Cortez Mountains, from 1988 to 1993. Mining of oxide gold ores from the Pipeline and South Pipeline open pits, located at the east toe of the Shoshone Range on the west edge of Crescent Valley, commenced in 1996 and continues to the present time.

The Cortez Hills Project involves mining primarily oxide gold ore from the Cortez, Cortez Hills, and Pediment pits and the Cortez Hills underground mine located on the western flank of Mount Tenabo in the Cortez Mountains. Ore analyses indicate that meteoric water that contacts the ore may mobilize arsenic and antimony in concentrations that exceed drinking water standards. However, the Permittee has demonstrated that this will not create the potential to degrade waters of the State, because arsenic and antimony concentrations will be reduced below drinking water standards after the meteoric water infiltrates through 3 to 10 feet of alluvium. Ore from the Cortez Hills underground mine also contains mercury concentrations high enough to warrant engineered containment for ore stockpiles and other facilities associated with the underground mine, as described in detail below.

The Cortez Hills Project is owned by the Cortez Joint Venture, which was established in October 1963 and is currently comprised of Barrick Cortez Inc. (60 percent (%)) and Barrick Gold Finance Inc. (40%). Barrick Cortez Inc. is the operator of the Joint Venture.

Surface Mining: The majority of ore and waste rock will be excavated by surface mining from the Cortez and Cortez Hills pits. The 2018 major modification includes the expansion of the following: the existing Cortez Pit Complex, Cortez Hills Pit to the south and east creating the Pediment East (with the option to backfill the Cortez Hills Pit) and South Pits, and expansion of the existing Cortez Waste Rock Facility.

The Cortez and Cortez Hills pit expansions will penetrate the groundwater table and, at the end of mining and with shutdown of the dewatering system, groundwater is expected to rebound to form a pit lake. Cortez Pit will be mined to a depth of 4,500 feet above mean sea level (AMSL) and groundwater is expected to rebound to an elevation of approximately 4,800 feet AMSL. The Cortez Hills Pit will be mined to a depth of 4,525 feet AMSL, and groundwater is expected to rebound to approximately 4,840 feet AMSL. To preclude the formation of a pit lake, the Cortez Hills Pit may be backfilled to an elevation of 4,865 feet AMSL. Please see

the section ***Pit Lake Assessment*** for the water quality of the pit lake and groundwater predictions.

The daily average surface mining rate, ore plus waste, is anticipated to range from approximately 300,000 to 450,000 tons per day (tpd) with a maximum daily mining rate of 600,000 tpd. Mill-grade ore is transported by 300- to 400-ton capacity haul trucks to the Cortez Hills primary crusher/cross-valley conveyor system that transports the crushed ore to the Pipeline Mill #2 ore stockpile (WPCP NEV0093109). Heap leach-grade ore will be hauled by truck directly to the Grass Valley Heap Leach Pad (also known as Area 34) for placement and leaching as uncrushed run-of-mine (ROM) ore, see section ***Grass Valley (Area 34) Heap Leach Pad*** for more information.

Surface support facilities near the pit may include infrastructure for operations, engineering, geology, maintenance, warehousing, change rooms, a back-up power system, cement silo(s), laydown yard(s), fuel storage, parking lot, air compressors, an explosives magazine, a temporary ore stockpile, aggregate backfill storage, and a shotcrete plant. Some existing and upgraded light vehicle maintenance and fueling facilities and reagent storage areas would be utilized at the adjacent Cortez Mine (WPCP NEV0000023) site.

Underground Mining: Two sets of twin-declines are used to access underground mining areas located between elevations below approximately 4,600 feet AMSL and above a maximum permitted depth of approximately 3,800 feet AMSL. The 2018 modification extends the permitted depth of the declines to 2,500 feet AMSL. The lateral extent of the underground mine workings area will be approximately 3,000 feet wide by 4,500 feet long. The twin-decline, F-Canyon Portal is collared in the existing F-Canyon Pit and was constructed as part of the approved pre-mining, underground exploration activities. A minor modification approved by the Division in November 2015 authorized construction of a second set of twin declines, and associated infrastructure, at the Range-Front Declines area.

F-Canyon Declines: The F-Canyon declines measure approximately 18 feet high by 16.5 feet wide to accommodate mining equipment, piping, ventilation ductwork, and a possible underground conveyor system. Construction of the F-Canyon Declines began in July 2005. Underground support facilities may include pump stations, sumps, explosives magazines, fuel storage areas, and laydown areas. Ground support consists of rock bolts, wire mesh, shotcrete, cemented rock fill, and other appropriate underground methods, which may change as mining progresses.

F-Canyon Storage Pad: Ore mined from the F-Canyon declines may contain elemental mercury, therefore the F-Canyon Ore Storage Pad was constructed. The original F-Canyon Storage Pad was constructed in 2010 without Division approval and on 20 March 2012, the Division issued a Finding of Alleged Violation and Order which required the submittal of an EDC to improve the ore storage pad to

minimum design criteria. The EDC was approved in late May 2012 for the F-Canyon Storage Pad. The F-Canyon Storage Pad consists of the following: a Non-Segregated Ore Pad, a Segregated Ore Stockpile Pad, and Stormwater Collection Sump. The Non-Segregated Ore Pad incorporated a low-permeability geosynthetic clay layer (GCL). The Segregated Ore Stockpile Pad and Stormwater Collection Sump incorporated synthetic liners and secondary containment for pipelines that will convey stormwater that comes into contact with Segregated and Non-Segregated ore. As defined by the Permittee, Segregated Ore is underground ore, either 'oxide' or 'refractory', that contains elemental mercury; Non-Segregated Ore is all other ore from the underground operation. See the subheadings ***Segregated Ore Stockpile Pad*** and ***Non-Segregated Ore Stockpile Pad*** for more details.

Segregated Ore Stockpile Pad: Segregated Ore is transported directly from the underground mine to the Segregated Ore Stockpile Pad where it is plug-dumped to a maximum height of 12 feet. Metal is then removed with a track hoe equipped with a grappling hook. Non-Segregated Ore is transported from underground and processed through the Metal Removal Plant (MRP) located on the Upper Non-Segregated Ore Stockpile Pad then stacked on the Lower Non-Segregated Ore Stockpile Pad to a maximum height of 30 feet using a radial stacker. All stockpile pads are located within the overall footprint of the F-Canyon Ore Storage Pad.

The Segregated Ore Stockpile Pad was constructed in two phases, the east ('existing,' constructed in 2010) and west ('expansion,' constructed in 2012) phases, measuring approximately 16,500 square feet (ft²) and 15,600 ft² respectively. When loaded to the design 12-foot height with 6-foot setbacks, the east phase will accommodate approximately 6,500 tons of ore and the west phase will accommodate approximately 3,900 tons. However, a design modification approved in September 2012 removed an internal north-south berm that would have separated the east and west phases from each other. Consequently, the two phases are consolidated into a single stockpile pad. The entire pad area is constructed with a 5-foot high perimeter berm.

The Segregated Ore Stockpile Pad base and berms are covered with a single layer of 80-mil high-density polyethylene (HDPE) placed on a minimum 12-inch thick subgrade compacted to 90% maximum dry density (American Society for Testing and Materials [ASTM] Method D1557) in the east phase and 95% maximum dry density (ASTM Method D1557) in the west phase. Common fill, compacted to 90% maximum dry density (ASTM Method D1557) in the east phase and 95% maximum dry density (ASTM Method D1557) in the west phase, was placed on the subgrade in maximum 8-inch compacted lifts as needed to attain the design grade. A 6-inch thick lift of liner bedding material, compacted to 95% maximum dry density (ASTM Method D1557), underlies the HDPE in areas where the subgrade or common fill contains excess amounts of gravel. The HDPE liner is covered with a minimum 36-inch-thick layer of protective overliner material. The protective overliner material consists of waste rock or borrow gravel material,

100% passing the 2-inch sieve; the texture and color also serve as a visual warning to minimize the potential for HDPE liner damage during ore off-loading activities.

Stormwater reporting to the Segregated Ore Stockpile Pad will pass through the overliner layer and flow by gravity along the HDPE pad liner surface to a single outlet pipeline located at the northeast corner of the west phase, near the center of the north (downgradient) end of the pad. The outlet pipeline is constructed with a prefabricated combination 10-inch diameter HDPE secondary pipeline and 6-inch diameter carrier pipeline attached to the HDPE pad liner with a factory-welded and clamped pipe boot. The upgradient annular opening between the primary and secondary pipelines is sealed. The 6-inch diameter carrier pipeline is reduced to a 4-inch diameter HDPE primary pipeline immediately downgradient of the pad liner boot. The pipe-in-pipe system will convey solution downgradient approximately 300 feet west to the Stormwater Collection Sump located at the southwest corner of the Lower Non-Segregated Ore Stockpile Pad. The secondary containment pipeline daylights at the sump and is identified as 'LD-SEG.' Minimum weekly monitoring of this leak detection port is required in the Permit.

An EDC approved in May 2013 (after construction) documented the decommissioning, partial removal, and abandonment of a second pipe-in-pipe outlet pipeline that was originally constructed at the northwest corner of the east phase of the Segregated Ore Stockpile Pad. The record of construction report indicates that the single remaining outlet pipeline will adequately drain the entire Segregated Ore Stockpile Pad.

Non-Segregated Ore Stockpile Pad: The Non-Segregated Ore Stockpile Pad is divided into an 'Upper', east side, and a 'Lower', west side, ore storage area separated by an approximately 15-foot embankment drop from the Upper to the Lower pad. The embankment is covered with a layer of double-twisted wire mesh to enhance stabilization. The Upper Non-Segregated Ore Stockpile Pad storage area, which contains the MRP, a stockpile area, and a radial stacker, measures approximately 141,000 ft² and will accommodate about 56,000 tons of ore when loaded to the maximum 12-foot height with a 6-foot setback. The Lower Non-Segregated Ore Stockpile Pad storage area, designed to contain ore that has been processed through the MRP and placed with the radial stacker, measures approximately 146,000 ft² and will accommodate about 170,000 tons of ore when stacked to the maximum 30-foot height with 15-foot setbacks. The entire pad area is constructed with a 7-foot high perimeter berm.

The Upper and Lower Non-Segregated Ore Stockpile Pad base is covered with GCL placed on a minimum 12-inch thick subgrade compacted to 95% maximum dry density (ASTM Method D1557). The GCL is considered a low-permeability layer rather than a liner, because it has not been demonstrated to meet the specifications for a liner at NAC 445A.438. An EDC approved in May 2013 (after construction) allowed an exclusion zone with no GCL in the vicinity of the MRP

and radial stacker, provided that any ore spillage in this area is removed at the end of each 12-hour shift. The GCL is covered with a minimum 36-inch-thick layer of protective overliner material comprised of 100% waste rock or borrow gravel passing the 2-inch sieve. The cover material texture and color also serve as visual warning to minimize the potential for GCL damage during ore off-loading activities.

The base of the Upper and Lower Non-Segregated Ore Stockpile Pad was graded to a central low point along the north-south centerline of each portion. The Upper and Lower portions were also graded to a similar east-west swale located between the Segregated Ore Stockpile Pad and the adjacent extension of the Upper Non-Segregated Ore Stockpile Pad on the south and the Non-Segregated Ore Stockpile Pad on the north. A single, perforated, 8-inch diameter, smooth interior, corrugated polyethylene pipeline (CPEP) was placed at the base of the overliner material, above the GCL, within each north-south swale to facilitate collection and conveyance of stormwater. The north-south CPEP for the Upper pad is tied into a series of three CPEPs similarly located above the GCL within the east-west swale. The latter three CPEPs and the CPEP from the Lower pad (four CPEPs total) convey stormwater to the downgradient Stormwater Collection Sump.

A stormwater diversion constructed along the east side, upgradient edge of the F-Canyon Ore Storage Pad is designed to divert and convey the 100-year, 24-hour storm event flow around the pad and into natural drainages. The F-Canyon Stormwater Collection Sump will collect and convey stormwater and other solution discharge from within the footprint of the F-Canyon Ore Storage Pad. The sump, measuring approximately 80 feet by 100 feet from crest to crest, is lined with a single layer of 80-mil HDPE and can accommodate 122% of the 100-year, 24-hour storm event volume (130,000 gallons) with a 2-foot freeboard remaining.

To eliminate the time limit for storage of solution, the Stormwater Collection Sump, which is constructed as a single-lined pond, is equipped with a 120-mil HDPE-lined, subgrade, concrete vault located at the low end. The vault drains by gravity into a prefabricated pipeline, consisting of a 10-inch diameter HDPE secondary pipeline and 6-inch diameter carrier pipeline, welded to the HDPE vault liner and traced with copper wire for leak detection. Outside the vault, the 6-inch diameter pipeline stub is connected with a reducer to a 4-inch diameter HDPE primary pipeline within the 10-inch diameter HDPE secondary pipeline. The pipe-in-pipe system conveys solution from the Stormwater Collection Sump to a wye tie-in with the existing above ground, single-wall, 4-inch diameter HDPE Contact Water Pipeline that conveys water to the Water Storage Reservoir. The 10-inch diameter secondary containment pipeline daylights into a small, 80-mil HDPE-lined leakage collection sump (leak detection port LD-SEG3), located just upgradient of the wye connection that allows for monitoring, quantification, and removal of any primary pipeline leakage. A check-valve prevents backflow from the Contact Water Pipeline.

Ore from the underground operations is processed either at the Pipeline Mill #2 or at an authorized off-site facility. The F-Canyon Pit will remain a dry pit and will be backfilled with approximately 2 million tons of development waste rock from the underground workings. Approximately 11 million tons of predominately Cortez Hills limestone waste rock from the underground workings and the Cortez Hills Pit will be used as aggregate to produce cemented backfill for the mined underground workings.

Range-Front Declines: The twin Range-Front Declines expansion above 3,800 feet AMSL was approved by the Division as a minor modification in November 2015 and further extended to above the 2,500 feet AMSL elevation as a major modification in the 2018 Renewal. The Range-Front Decline facility includes mining and construction of the declines, placement of approximately 500,000 tons of additional waste rock on the Canyon Waste Rock Facility, construction of ore and waste rock stockpile pads, an event pond, a temporary contact water tank, a temporary shotcrete plant, fuel and lube facilities, freshwater and potable-water tanks, a portal underground washbay, a contact water system for dewatering the underground workings, and a pipeline to convey contact water from the portal underground washbay to the existing F-Canyon Contact Water Pipeline. The 2015 minor modification also includes construction of permanent underground support facilities at a separate utility corridor site located near the west rim of the Cortez Hills open pit. Fuel, lubricants, shotcrete ingredients, and oxide waste rock (for cemented rock backfill) are all transferred from the surface utility corridor site to the underground workings via boreholes.

Aside from the mining necessary to construct the declines themselves, the Range-Front Declines expansion does not authorize additional mining of ore and waste rock beyond what was previously approved. The Range-Front Declines will extend approximately 10,900 feet southeast from the portal, located at the range-front at approximately 5,000 feet AMSL (just east of the ultimate toe of the Canyon Waste Rock Facility), to intersect the orebody at approximately 3,800 feet AMSL. Mining shall not extend below 2,500 feet AMSL until a future Permit modification is approved, including, but not limited to, additional rock characterization and an updated waste rock management plan (WRMP).

The waste rock that will be mined driving the Range-Front Declines is two-thirds limestone from the Roberts Mountains Formation and one-third dolomite from the Hanson Creek Formation. Geochemical characterization analyses indicate that this waste rock is neutralizing material with very low total sulfur content and a minimum ratio of acid neutralizing potential to acid generating potential (ANP/AGP) of 6.4. Three humidity cell tests (HCTs) were performed on material collected near the Range-Front Declines. All HCTs were neutralizing, and the leachate characteristics were similar to that of previously approved waste rock from the Cortez Hills open pit.

As described below in the *Dewatering and Water Management* section, dewatering water collected in sumps within the underground mines is considered contact water because it has potentially come into contact with drilling and mining materials and petroleum products used underground. Contact water collected in the underground workings accessed by the Range-Front Declines is pumped to the portal underground washbay Sump, located a short distance inside the Range-Front Declines portal. Water from the portal underground washbay Sump is pumped via pipeline to a tie-in with the existing F-Canyon Contact Water Pipeline.

The Portal Underground Washbay Sump is constructed with concrete walls and flexible plastic waterstops in all construction joints in the primary containment structure (Record of Construction approved April 2017). A concrete sump houses a pump that conveys the Contact Water via 6-inch diameter HDPE pipeline to the surface. In addition to water from underground sumps, the Portal Underground Washbay Sump receives Contact Water via pipeline from the Range-Front Declines Event Pond and the Range-Front Declines Temporary Shotcrete Sump, both of which are located on the surface outside the portal. The temporary fuel and lube facility was approved by the Division November 2016, and included a 27-cubic foot sump.

Ore and waste rock are transported out of the Range-Front Declines and deposited on three engineered stockpile pads located on the surface outside of the portal. Ore is removed from the stockpile pads and loaded onto the adjacent existing cross-valley ore conveyor for transport to the Pipeline Project Mill (WPCP NEV0093109). Waste rock is trucked to the Canyon Waste Rock Facility. The stockpile pads will be constructed in three phases; hence, the three stockpiles are designated the Phase 2A, Phase 2B, and Phase 2C Stockpile Pads. A radial stacker feeds material from the portal to the Phase 2A Pad. An ore-handling building and apron-loading conveyor are also constructed on the Phase 2A Pad to transfer ore from the stockpile to the cross-valley conveyor. The Phase 2B and Phase 2C Pads are designed as surplus stockpiles for the Phase 2A Pad.

From bottom up, all stockpile pads are constructed with a subgrade base scarified to 8- to 12-inch depth and compacted to 90% maximum dry density (ASTM Method D1557), a 12-inch thick (compacted) liner bedding layer compacted to 92% maximum dry density (ASTM Method D1557), an 80-mil smooth HDPE liner, a 2-foot thick overliner layer with a minimum hydraulic conductivity of 1×10^{-1} centimeters per second (cm/sec), and a 5-foot thick wheel-compacted common fill layer. Each stockpile pad includes 6-inch diameter CPEPs placed on the 80-mil HDPE liner on 100-foot centers within the overliner layer. The 6-inch diameter CPEPs join with a 12-inch diameter CPEP header along the downgradient side of each pad. The Phase 2A and 2C Pads drain directly into the Range-Front Declines Event Pond, but drainage from the Phase 2B Pad is collected in a 36-inch diameter perforated HDPE vertical riser pipe booted through the pad liner in the midpoint of

the pad's northeast (downgradient) side. Below the liner, the vertical riser transitions to a buried 24-inch diameter solid HDPE primary pipe within a 30-inch diameter HDPE secondary pipe, which conveys drainage solution from the Phase 2B Pad under the Phase 2C Pad to the Event Pond. The Phase 2B Pad secondary drain pipe is routinely monitored for leakage as monitoring point LD-2BP in the Permit. A 200-foot long section of the buried Phase 2B Pad drain pipe will be installed under a haul road during Phase 1 construction, with both ends capped and labeled until it is connected to the pad and pond during Phase 2B construction.

The Range-Front Declines Event Pond is located adjacent to the Phase 2A and 2C Stockpile Pads to receive stormwater drainage (contact water) from all three stockpile pads. The pond capacity is 1.7 million gallons at the minimum 2-foot freeboard level stipulated in the Permit, and 2.3 million gallons at the pond crest. From bottom to top, the pond liner system consists of a subgrade base scarified to 8- to 12-inch depth and compacted to 90% maximum dry density (ASTM Method D1557), a 12-inch thick (compacted) liner bedding layer compacted to 92% maximum dry density (ASTM Method D1557), an 80-mil smooth HDPE secondary liner, a geonet leak detection layer, and an 80-mil textured HDPE primary liner with textured side up. The leak detection layer drains to a gravel-filled leak detection sump constructed between the primary and secondary liners in the north corner of the pond bottom. The sump is evacuated via an 8-inch diameter HDPE riser pipe that runs up the pond slope and daylights at the pond crest (Permit monitoring point RF-EP). The Event Pond receives contact water drainage from the Phase 2A and 2C Stockpile Pads via two HDPE-lined inflow channels, and from the Phase 2B Stockpile Pad via a buried dual-walled drainage pipe that discharges over the pond crest. Event Pond solution (contact water) is pumped to the Portal Underground Washbay Sump, then pumped to the Water Storage Reservoir (WSR). Event Pond solution is routinely sampled and analyzed for water quality (Permit monitoring point RF-EPS).

The temporary contact water tank pipeline that connects to the portal underground washbay is not buried but has double containment. The pipelines that connect the event pond and the temporary shotcrete sump to the portal underground washbay sump are buried dual-walled pipelines (4-inch diameter HDPE primary pipe within 8-inch diameter HDPE secondary pipe) with leak detection riser ports that are routinely monitored for leakage. The pipes are buried a minimum of 3 feet below ground surface within neutralizing pipe bedding fill compacted in maximum 12-inch lifts to 90% maximum dry density (ASTM Method D1557). Pipeline leak detection riser ports for the event pond pipeline are designated in the Permit as LD-EPP1, LD-EPP2, and LD-EPP3. The leak detection ports for the temporary shotcrete pump pipeline are designated as LD-SCSP1 and LD-SCSP2. The portal underground washbay pipeline to Cross-Valley Contact Water Pipeline (Record of Construction approved by the Division February 2017) is a buried dual walled pipeline (6-inch diameter HDPE primary pipe within 10-inch diameter HDPE

secondary pipeline) with leak detection riser ports that allow for routine monitoring designated as LD-UWBP1, LD-UWBP2, LD-UWBP3, and LD-UWBP4.

An EDC approved by the Division April 2017, allowed the Temporary Fuel and Lube Sump to be connected to the Temporary Shotcrete Sump. This allows water from the Fuel and Lube sump to enter the Contact Water System at Cortez Hills.

Mill Ore Processing: Mill-grade ore will be processed at the Pipeline Mill #2, permitted as part of the separate Pipeline Project WPCP NEV0093109, or at an authorized off-site facility. The facility is permitted to process up to 5,475,000 tons of ore per year and uses both carbon-in-leach (CIL) and carbon-in-column (CIC) circuits to recover gold (see WPCP NEV0093109 and fact sheet for details).

Mill ore is transported from the Project to the Pipeline Mill #2 either via haul truck (uncrushed) or via the Cortez Hills primary gyratory crusher (and associated stockpile) and an overland conveyor system. The Cross-Valley Ore Conveyor System design calls for a 42-inch wide belt, moving at approximately 550 feet per minute to transport approximately 1,500 tons per hour over the approximately 12-mile route to the Pipeline Mill #2. The conveyor is constructed on supports, at an average height of 4 feet above ground, and designed with wildlife and cattle crossings where bridges cross over public and private roads. Fencing along the entire conveyor alignment prevents access by livestock. The conveyor design includes a partial cover on the south side – the predominant wind direction - to minimize wind-blown dust generation. Since the conveyed ore does not have the potential to generate acid or liberate contaminants, dedicated spillage containment is not required but spillage would be picked up with a loader and placed in the Pipeline Mill #2 ore stockpile as soon as practical after detection.

An EDC was approved by the Division in December 2014 for a new oxide ore stockpile on the North Waste Rock Facility (North WRF). From the stockpile, the ore may be transported to the leach pad or to the Pipeline Mill #2 (WPCP NEV0093109). The ore can be transported either via truck or be first crushed in the Cortez Hills gyratory crusher and then transported via the Cross-Valley Ore Conveyor System. Characterization data demonstrates that the oxide ore does not have the potential to degrade waters of the State; consequently, the stockpile pad does not include engineered containment. The toe of the ore stockpile is set back at least 200 feet from the crest of the North Waste Rock Facility for stability purposes.

Leach Ore Processing: Leach-grade ore from the Cortez Hills Pit is processed at the Grass Valley Heap Leach Facility located approximately ½ mile south of the Cortez Hills Pit. (The facility design is similar to that used for the Area 30 South Area Heap Leach Facility located at the Pipeline Project (WPCP NEV0093109)). Ore is hauled from the pit by haul truck and placed directly as uncrushed ROM material, with lime added, on the Grass Valley Heap Leach Pad, a synthetically–

lined facility. Gold is recovered from the leach solution in the Grass Valley CIC Process Plant, located on the south edge of the heap leach pad and adjacent to the Process Solution Pond.

Grass Valley (Area 34) Heap Leach Pad: The Grass Valley (Area 34) Heap Leach Pad was constructed in three approximately equal-area phases to accommodate a total of approximately 79.3 million tons of ore placed to an anticipated average height of 150 feet. A significantly greater tonnage of ore can be accommodated if it is placed to the approved maximum design height of 300 feet for Phases I, II, and III. The ultimate pad footprint, including all three phases, covers approximately 12.3 million ft² (approximately 282 acres). The 2007 original Permit application included a detailed design for only the Phase I construction, which was completed in late 2010. Construction of the other phases required later submittal of detailed engineering designs and modification of the Permit. A minor modification for the Phase II expansion was approved by the Division in October 2012, and another minor modification for the Phase III expansion was approved by the Division in October 2014. Phase II construction was completed in mid-2013, and Phase III construction was completed in September 2015.

The Phase I pad has a footprint of approximately 3.66 million ft² (84 acres) and accommodates approximately 18.04 million tons of leach ore, if loaded in the design 20-foot lifts to the anticipated height of 150 feet. The Phase II pad adjoins the eastern side of the Phase I pad toward which it is graded. The Phase II pad footprint measures approximately 2.91 million ft² (approximately 67 acres) and increases the combined Phase I/Phase II leach ore capacity to approximately 38.43 million tons if both are loaded to a height of 150 feet. The Phase III pad adjoins both the Phase I and Phase II pads on their north sides, and is graded to drain to a pipeline collection channel along its western margin, which is a northward extension of the Phase I Main Header Pipeline Channel. The Phase III pad footprint measures approximately 3 million ft² (approximately 70 acres). Approximately 2.75 million ft² of available space remain on the north side of Phase III for additional future expansion of the leach pad. Phase IV was included as part of the 2018 major modification, and since no designs were provided with the submittal, a Schedule of Compliance item was included in the Permit.

The Phase II and Phase III designs are similar to the Phase I design with minor differences noted below. By design, ore can be loaded on both Phase I and Phase II in 20- to 30-foot lifts (30-foot lifts in Phase III) to a maximum height of 300 feet above the synthetic liner, which would result in a total Phase I/II ore capacity of approximately 79.30 million tons. Regardless of the ultimate heap height, the pad construction will allow a 2.5H:1V final reclamation slope to be achieved at closure without pushing any leach material off containment. During operation this mandates a minimum 30-foot setback of ore from the inner toe of the leach pad perimeter berm, and an approximate 36-foot setback on each successive lift from the outer crest of the previous lift. The heap leach pad design was evaluated for

static and seismic (pseudostatic) stability for anticipated scenarios. The minimum factors of safety results of all models meet or exceed Nevada Division of Environmental Protection (Division) minimum requirements.

The entire Grass Valley Heap Leach Facility is protected from upgradient stormwater run-off by the East and West stormwater diversion channels, which are designed to withstand the peak flow from the 100-year/24-hour storm event (2.99 inches). The riprap-armored trapezoidal channels are designed with a 10- to 12-foot wide base, minimum 3- to 4-foot depth, and a gradient between 0.5% and 2.7% to limit flow velocity.

The Phase I, Phase II, and Phase III pads are constructed with a composite liner system comprised of a single layer of 80-mil double-textured HDPE geomembrane placed on a 12-inch thick Low Hydraulic Conductivity Soil Layer (LHCSL) compacted to at least 95% of maximum dry density (ASTM Method D1557) with a measured permeability no greater than 1×10^{-6} cm/sec (ASTM Method D5084). The subgrade preparation under the LHCSL includes stripping and grubbing to a minimum depth of 12 inches, followed by scarification and moisture conditioning of an 8-inch depth of native soils compacted to at least 90% of maximum dry density (ASTM Method D1557). As needed to achieve the design grade, fill materials are placed on the subgrade in 8- or 12-inch loose lifts and compacted to at least 95% of maximum dry density (ASTM Method D1557).

The leach pad design incorporates a solution collection pipeline system capable of conveying a maximum 15,000 gallons per minute (gpm) flow, which is substantially in excess of the 12,600 gpm flow resulting from the design 0.003 – 0.005 gpm/ft² solution application rate. The Phase I and Phase II pads are divided internally into six bermed cells each to provide a further level of flow control within each pad. The Phase III pad is divided into two bermed cells. In all phases, the cell divider berms run approximately east west. The Phase II cells are eastern continuations of the Phase I cells. Cell 1 is located along the northern edge of Phases I and II, and Cell 6 is located along the southern edge of Phases I and II. In Phase III, Cell 7 is located along the south side of Phase III (adjacent to Phase I/II Cell 1), and Cell 8 is located along the north side of Phase III.

The solution collection pipeline system is comprised of a primary network of perforated CPEP solution collection pipes (alternating 6-inch and 8-inch diameter on Phase I and the lower half of Phase III; only 6-inch diameter on Phase II and the upper half of Phase III), placed on 30-foot centers over the HDPE pad liner. The primary collection network reports to 24-inch diameter, perforated CPEP, intermediate solution collection pipes – two or three per cell in Phases I and II; only one per cell in Phase III. In Phases II and III, the intermediate solution collection CPEPs are placed diagonally transverse to the approximately westerly flow direction of the primary collectors. The intermediate solution collection pipes are covered by a minimum 16-inch-thick layer of drain rock and are located within

22.5-foot wide zones where the HDPE liner is covered with a 24-inch-thick layer of drain rock (instead of normal overliner material, described below) to enhance solution collection and conveyance. In Phases I and II, the intermediate solution collection pipes report to solid CPEP Collection Header pipes, which run westerly, along the upgradient toe of each cell divider berm. In Phase III, the one intermediate solution collection pipe in each cell runs westerly down the middle of the cell all the way to the solution collection channel along the western edge of the pad.

The Phase III intermediate solution collection pipes report to dual 24-inch diameter perforated CPEP solution collection header pipes that run southerly within the trapezoidal Phase III solution collection channel until they transition into the single 32-inch diameter, non-perforated, carbon steel, Phase I Main Collection Header Pipe at the Cell 7/Cell 1 solution channel transition. The Phase III solution collection header pipes are buried under overliner material within the solution collection channel, unlike the Phase I Main Collection Header Pipe, which is exposed within the 'v'-shaped Phase I Main Header Pipeline Channel. Just upstream (north) of the Cell 1/Cell 7 transition, an HDPE manifold joins the two Phase III 24-inch diameter CPEP headers into one 32-inch diameter, standard dimension ratio (SDR) 21, non-perforated HDPE Cell Outlet Pipe. The Cell Outlet Pipe is booted through an 80-mil HDPE-lined Phase III channel dam and connects to the Phase I Main Collection Header Pipe. The lined Phase III channel dam is constructed entirely on top of the 80-mil, double-textured, HDPE channel liner. At the south end of the Phase III solution collection channel, just on the upstream side of the channel dam, a gravel-filled, geotextile encased, leakage collection and return system (LCRS) sump (GV-PIIIC) is constructed beneath the channel liner and LHCSL layer. The LCRS also includes a 4-inch diameter CPEP pipe, encased in gravel and geotextile, which runs the entire length of the Phase III solution collection channel under the liner and LHCSL, and reports to the channel LCRS sump. The LCRS sump, but not the rest of the LCRS, is underlain by an 80-mil, double-textured, HDPE liner. LCRS monitoring and evacuation is achieved via an LCRS port (GV-PIIIC) constructed of 8-inch diameter HDPE riser pipe, which boots through the 80-mil HDPE liner and daylight at the western crest of the Phase III solution collection channel.

On the Phase I, II, and III pads, the entire HDPE liner and the primary underdrain solution collection pipeline system are covered with a minimum 24-inch thick layer of coarse (1½-inch minus for Phases I and II; 2-inch minus for Phase III) overliner material within the pad area to protect the system and to promote drainage to the pipes. However, to provide an improved flow to the downgradient solution collection system on the Phase I and II pads, drain rock is used instead over and adjacent to the intermediate solution collection pipelines (see above), and a 40-inch thick layer of drain rock is placed along a 150-foot wide transition zone upgradient of the toe of the Phase I pad. Drain rock (2-inch minus) is graded to contain a lower percentage of fine size fractions than the normal overliner material, although both

materials have size-gradation specifications designed to promote rapid lateral drainage. Similarly, on the Phase III pad, the overliner layer is increased to 40-inches thick in a 150-foot wide zone along the western margin of the pad, but normal overliner material with less than 5% passing the Number 200 sieve is used in this location and elsewhere, instead of drain rock.

During initial mining of the Phase I pad ore, the ore was noted to exhibit lower permeability and lower strength than expected, due to alluvial ore and bedrock hydrothermal alteration. This raised concerns regarding drainage and stability on the pad. A new stability analysis was performed in 2009, using new data applicable to the altered ore, and changes to the mining and ore loading protocols were implemented; these include, but are not limited to, blending of ore types to increase stability, and constructing a perimeter rockfill buttress using only competent ore material within the Phase I pad footprint on its west, southwest, and south sides. To monitor the pad stability, vibrating wire piezometers were installed in the Phase I, II, and III of the heap leach pad.

An EDC approved by the Division in April 2017 authorized the removal of the piezometer monitoring requirements. The Permittee demonstrated that the piezometers within the Grass Valley Heap Leach Facility were not necessary for the stability of the heap leach pad. The operational data demonstrated adequate permeability and excess head had not been an issue since the early commissioning of the heap leach pad.

Leach Solution Collection and Conveyance: The Phase I heap leach pad solid CPEP Collection Header pipes connect to a solid 32-inch diameter, SDR 21, HDPE Cell Outlet Pipe that conveys solution to the solid 32-inch diameter, SDR 32.5, HDPE Phase I Main Collection Header Pipe. The Phase I Main Collection Header Pipe is located in the vee-shaped, 6-foot deep Main Header Pipeline Channel lined with a single layer of 80-mil HDPE placed over prepared subgrade. Where needed, a minimum 6-inch thick layer of liner bedding material, compacted to 95% maximum dry density (ASTM Method D1557), is also placed beneath the channel synthetic liner for additional liner protection. The Main Header Pipeline drains to the 32-inch diameter, SDR 32.5, Transfer Pipeline located in the Transfer Pipeline Channel. The Transfer Pipeline Channel is a trapezoidal-shaped channel with an 8-foot wide base and minimum 3.5-foot depth, constructed to the same liner specification as the Main Header Pipeline Channel, which leads to the launder and flume that discharges to the Pregnant Solution Sump. A tee and valve combination, located just upgradient of the launder and flume assembly, ties the Transfer Pipeline into the 32-inch diameter, SDR 32.5, By-Pass Pipeline, which is located in the 80-mil HDPE-lined By-Pass Pipeline Channel. The By-Pass Pipeline and associated channel provide flexibility to discharge pad draindown solution directly to the Process Solution Pond in the event the Pregnant Solution Sump or related systems require maintenance. With the approval of the Division in July 2016, the By-Pass

Pipeline was removed while not in use due to the wear on the liner from pipe expansion. A blind flange remains in place when the By-Pass Pipeline is not in use.

The Pregnant Solution Sump consists of a 36-foot diameter, 14.5-foot tall steel tank equipped with three vertical turbine pumps. Pregnant leach solution discharged to the sump is pumped directly from the sump to the process plant through a 24-inch diameter steel pipeline.

The Pregnant Solution Sump is located on a bench, the Pregnant Sump Shelf, constructed on the upper interior slope of the Process Solution Pond. The Pregnant Sump Shelf is lined with an 80-mil double-textured HDPE primary liner and a 60-mil smooth HDPE secondary liner with a geonet layer between the liners that serves as an LCRS. The shelf LCRS is hydraulically isolated from the Process Solution Pond LCRS and reports to a 4-foot by 4-foot by 2-foot deep solution collection sump filled with gravel encapsulated in geotextile. The LCRS sump can be evacuated through a 12-inch diameter HDPE riser pipe that exits the primary liner at the pond crest.

The Pregnant Solution Sump foundation consists of a 2-foot thick, lean concrete platform, poured in place over an 80-mil textured HDPE wear sheet and an underlying geotextile layer that rests directly on the Pregnant Sump Shelf primary liner. Solution flows in excess of the sump capacity or during upset conditions will overflow the sump via a 10-inch diameter discharge port and be retained in the Process Solution Pond.

The Process Solution Pond is designed to provide storage volume during upset conditions. The pond measures approximately 500 feet by 380 feet at the crest and is approximately 22.5 feet deep. The pond has a design capacity of 18.56 million gallons, which consists of the calculated 24-hour power loss draindown volume from the heap leach pad at the design return flow rate of 12,600 gpm and the calculated volume reporting to the pond from the design 100-year/24-hour storm event. A 2-foot freeboard brings the pond maximum storage volume at the crest to 21.32 million gallons.

The Process Solution Pond is constructed with a composite liner system and an LCRS system. The composite liner system consists of a 60-mil smooth HDPE secondary liner and an 80-mil smooth HDPE primary liner with a layer of geonet placed between the liners to serve as an LCRS. The secondary liner is placed on a 6-inch thick layer of bedding material to protect the geomembrane from damage by gravel in the underlying native soils. The liner system is anchored in a key trench along the pond crest. The LCRS reports to a 15 ft² by 2-foot deep solution collection sump filled with gravel encapsulated in geotextile. Collected solution can be evacuated through a 12-inch diameter HDPE riser pipe that exits the primary liner at the pond crest.

The Process Solution Pond has a 10-foot wide overflow spillway connecting it to the adjacent Emergency/Storm Event Pond. The spillway is lined with a single layer of 80-mil smooth HDPE placed on a 6-inch thick layer of liner bedding. The Emergency/Storm Event Pond measures approximately 500 feet by 380 feet at the crest and is approximately 22.3 feet deep. The pond has a design capacity of 18.42 million gallons, which is the calculated run-off volume from the 100-year/24-hour storm event falling on 8.4 million ft² pad surface (twice the Phase I design footprint area) plus the run-off from exposed liner, the pond surface, and all solution channels, with 2 feet of pond freeboard remaining. The Emergency/Storm Event Pond is double-lined, leak detected, and constructed to the same specification as the Process Solution Pond.

Leach Solution Processing: Pregnant solution is conveyed to the Grass Valley CIC Process Plant from the Pregnant Solution Sump via a 24-inch diameter steel conveyance pipeline or from the Process Solution Pond reclaim sump, if solution is present, via a 10-inch diameter steel conveyance pipeline. All pipeline runs are located within the 80-mil HDPE-lined pipeline channel for secondary containment.

The majority of the process facility equipment is contained within a pre-engineered steel process building that measures 92 feet wide by 154 feet long by 55 feet high. The building is constructed on a steel-reinforced concrete floor slab with a minimum 8-inch tall reinforced concrete containment stemwall. All floor and stemwall construction joints are constructed with embedded membrane waterstops and the concrete floor surfaces are coated with an epoxy-type sealant.

The plant floor slab is sloped to a grated 18-inch wide floor channel located centrally along the length of the building. The floor channel reports to a 24-foot by 6-foot by 5-foot deep solution sump, screened to prevent carbon loss, and evacuated to the Process Solution Pond by an automatic sump pump. The floor channel and sump have a combined capacity of approximately 120,000 gallons, sufficient to contain one entire column of carbon plus 110% of the volume contained in one five-column train.

The process building is also equipped with an 80-mil HDPE-lined spillway that can convey up to the maximum 12,600 gpm solution flow by gravity from the process building floor (in the event of an upset) to the lined pipeline channel and into the Process Solution Pond. The spillway, which measures approximately 8 feet wide at the base with 12-inch high side slopes, can convey the maximum process flow at a flow depth of 4 inches. The spillway liner is tied to the building containment slab and welded to the channel HDPE liner.

The process circuit is designed for a maximum process flow rate of 12,600 gpm, which is the design maximum solution return flow rate from the heap leach pad, through three trains of carbon adsorption columns. Each train can operate independently of the other two trains and is comprised of five up-flow, fluidized,

carbon adsorption columns, each measuring 14 feet in diameter by 15 feet tall. A 6-foot by 12-foot inclined vibratory safety screen recovers overflow carbon at the end of each train. Each individual five-column train has a design flow rate of 4,200 gpm.

Barren solution reports to the Barren Solution Pump Box, a steel tank that measures 14 feet in diameter by 15 feet high. The tank is equipped with two vertical turbine pumps that pump barren solution back to the heap leach pad through a 30-inch diameter steel pipeline located in the 80-mil HDPE-lined pipeline channel. On the heap leach pad, the barren pipeline is aligned in a north-south direction along the western toe of the pad.

After loading with gold, the carbon is transported by a special 8-ton capacity tanker truck, at a rate of up to 12 tons per day, to the Pipeline Mill #2 where the gold is recovered and the carbon is regenerated for further use. Carbon fines are transferred to a carbon tower for recovery. The tanker truck is loaded within the process building containment with access on a pull-through pad constructed with roll-up doors and containment ramps on each end of the building.

Reagent load-out and storage is located on the north side of the process building. The load out and storage areas are constructed with more than the required 110% solution containment and are hydraulically segregated from the process building containment. The load-out pad is constructed of steel-reinforced concrete and measures approximately 103.5 feet long by 20 feet wide. The pad is of a pull-through design and is equipped with a containment curb, containment ramps at each end, and pad gradient to direct any fugitive solution to scupper drains that hydraulically link the pad to the respective reagent tank containment area. Reagent storage is comprised of one antiscalant tank measuring 12.5 feet in diameter by 14 feet 10 inches high; one mercury suppressant tank measuring 10 feet in diameter by 11.5 feet high; and two sodium cyanide solution tanks each measuring 13 feet in diameter by 20 feet high. Each reagent tank has individual compartmental containment equipped with a dedicated evacuation sump with a pump that reports to the Barren Solution Pump Box inside the process building.

Waste Rock Management: Waste rock can be placed in one of four engineered waste rock disposal facilities (WRFs). The WRFs are identified as the Canyon Waste Rock Facility (Canyon WRF), the North Waste Rock Facility (North WRF), the South Waste Rock Facility (South WRF), and the Cortez Waste Rock Facility (Cortez WRF). The respective facility design capacities and footprints are: 800 million tons on 1,504 acres; 185 million tons on 400 acres; 65 million tons on 169 acres; and 163 million tons on 342 acres.

The waste rock facilities are constructed by end-dumping from haul trucks to form individual bench lifts up to 200 feet thick with angle-of-repose slopes. All facilities are designed in a terraced configuration to facilitate regrading of individual benches

to an overall 2.5H:1V final reclaimed slope. A 15-foot relief bench will remain at the crest of each lift elevation following reclamation to minimize the potential for stormwater ponding and surface erosion. All facilities and stormwater structures are designed to contain the 100-year, 24-hour storm event flows. Stability analysis of the post-reclamation configurations of the waste rock facilities indicated static factors-of-safety in excess of 1.9 and pseudostatic (seismic event) factors of safety in excess of 1.48. These calculated factors of safety are well above the Division-accepted minimum factors of 1.3 for static and 1.05 for pseudostatic.

The Canyon WRF is the main facility for the Cortez Hills Pit and is located within Cortez Canyon and a portion of Pixie Canyon. The canyon location provides for a stable facility since the waste rock is constrained on three sides by native topography. The open toe of the facility is located on the floor of Crescent Valley and the slope angle is reduced by design to ensure stability. The canyon location reduces the footprint required for waste rock disposal, reduces the growth media required for reclamation, and reduces visual impact. The design avoids seeps and springs to prevent entry of water into the base of the facility. A diversion channel, constructed along the southwest side of the Canyon WRF and lined with 80-mil HDPE where it traverses waste rock fill, will intercept and direct upgradient stormwater run-on flows into Copper Canyon. In December 2016 the Division approved an EDC to deposit the waste rock from the Horse Canyon/Cortez Unified Exploration Project (HCCUEP) declines (WPCP NEV2016104) on the Canyon WRF.

The North WRF is located to the north of the Cortez Hills Pit. An EDC was approved in December 2014 to expand the previously approved North WRF and to place an oxide ore stockpile on its top surface. An engineered East Diversion Channel constructed along the east side of the North WRF intercepts and diverts upgradient stormwater run-on into an unnamed drainage north of the WRF. An engineered West Diversion Channel and culvert system constructed along the south side of the WRF diverts upgradient stormwater run-on to an unnamed drainage on the southwest and west sides of the WRF. The 24-inch diameter culvert directs the stormwater under the North WRF access ramp and the F-Canyon haul road. Riprapped stormwater stilling basins are constructed along the diversion ditches at grade breaks and at ditch and culvert terminations. Characterization data and a revised slope stability assessment submitted with the EDC indicate that the waste rock and oxide ore do not have the potential to degrade waters of the State or to compromise the stability of the final reclaimed North WRF.

The South WRF is located to the south and east of the Cortez Hills Pit. Unlike the canyon construction of the Canyon and North WRFs, the South WRF is constructed on a pediment surface. A diversion berm, constructed along the east side of the facility intercepts and directs upgradient stormwater run-on to existing drainages in Grass Valley.

The Cortez WRF is located to the west of the Cortez Pit. Similar to the South WRF, the Cortez WRF is constructed on a pediment surface.

Materials Characterization: The potential for Cortez Hills waste rock to generate acid and leach metals was evaluated by static testing on 10,250 drill samples. Rock types in the Cortez Hills deposit are comprised of marble, skarn, refractory rock, alluvium, siltstone conglomerate, limestone, and limestone conglomerate. The latter two rock types make up 89% of the Cortez Hills waste rock mass. Except for some refractory rock (less than 0.3% of the total waste rock volume) encountered at depths greater than 1,200 feet below surface in the Cortez Hills deposit, the deposit is entirely oxidized. Of 779 samples analyzed by acid-base accounting (ABA static) methods, only 13 generated an ANP/AGP ratio of less than 3. Most samples generated ratios of 200 to greater than 900. Subsequent humidity cell (kinetic) tests performed on these and other test samples resulted in generation of net alkaline leachate solutions. Based on these static and kinetic characterization tests, none of the rock types, including the refractory material, are considered to have the potential to generate acid because of abundant carbonate minerals relative to sulfide minerals.

Leaching tests conducted on waste rock samples resulted in leachate effluent with circum-neutral pH and no exceedances of Profile I reference values except for antimony and arsenic, which the Permittee has demonstrated will be attenuated to below the applicable reference values after meteoric water that may contain the elevated concentrations infiltrates through 3 to 10 feet of vadose zone alluvium or basin fill. Therefore, no impacts to groundwater are expected from waste rock, because the shallowest groundwater near the Cortez and Cortez Hills WRFs (i.e., Canyon WRF, North WRF, and South WRF) is approximately 30 feet below ground surface (bgs) at monitoring well MW-96, located in the Crescent Valley basin north of the toe of the Canyon WRF. Elsewhere, groundwater depths near the Cortez Hills WRFs range from approximately 60 feet bgs to greater than 1,300 feet bgs.

The characterization completed for the 2018 modification for the surface and underground expansions presented similar results to the initial characterization done at the site. An additional 613 ABA tests were completed for the Cortez Hills/Pediment Pit of which only 28 of the tests has an ANP/AGP ratio less than 3. For the underground expansion 229 ABA tests were completed of which 17 had an ANP/AGP ratio less than 3. The Cortez Pit tests consisted of 21 ABA tests which the waste rock had three times the neutralizing potential. The Permittee ran 51 kinetic tests and three generated an acidic leachate. Those three tests represented approximately 5% of the material to be removed from the underground.

Dewatering and Water Management

Development of the Cortez Hills Pit includes dewatering operations to relieve hydraulic pressure in the pit walls and produce stable pit wall conditions over the life of mining operations. Hydrologic and geotechnical studies indicate that groundwater is localized in the structural bedrock and that no substantial water-bearing zones occur in the alluvium; groundwater elevations in the open pit area range from 500 to 1,600 feet bgs; groundwater flow is structurally controlled by numerous north-south and east-west trending faults and fractures; and local bedrock exhibits low hydraulic conductivity, which generally limits sustainable pumping rates to approximately 20 to 50 gpm, except for three identified zones of approximately 200 to 500 gpm.

Numerical groundwater flow modeling estimates indicate that the dewatering rate would not exceed an annualized average of 8,200 gpm with the higher rate occurring at the end of mining (9,100 gpm). The Cortez Hills Pit is dewatered using a combination of perimeter wells, horizontal and vertical gravity drains, and in-pit wells and sumps. In addition to the effects of the perimeter well and in-pit dewatering, the underground workings are dewatered with supplemental collection sumps and gravity drain holes.

Dewatering water is consumed primarily as process make-up water at the Grass Valley Heap Leach Facility (approximately 1,500 gpm) and dust suppression activities (approximately 1,000 gpm) in accordance with valid water rights. Dewatering water in excess of consumptive requirements, that meets Permit criteria, can be conveyed to existing permitted Pipeline rapid infiltration basins (WPCP NEV0095111), used for irrigation at the Dean Ranch as permitted by the State Engineer, or stored in the Cortez Hills Fresh Water Reservoir as a supply of dust control or process make-up water. Water that does not meet Permit criteria can only be used in process facilities and is conveyed by a separate cross-valley pipeline for use in the Pipeline Mill #2 (WPCP NEV0093109). As part of the 2015 Permit renewal, the requirement that dust suppression water meet Profile I Permit criteria was relaxed somewhat to be consistent with Division WPCP boilerplate requirements. The new requirement states that if a dust suppressant exceeds both a water quality standard and the corresponding natural background water concentration in the area where dust suppression will occur, the Permittee shall first demonstrate no potential to degrade waters of the State.

For the purposes of dewatering water handling and management, the water removed is identified as either “contact water” or “infiltration water” (infiltration water may also be referred to as “non-contact water”), and each is directed to a separate and dedicated portion of the approved system. Contact water is water collected from either underground mining sources or dewatering wells that, due to either “contact” with mining products or mined materials or naturally occurring contained constituents, exceeds one or more of the Division Profile I water quality reference

values. Contact Water may only be consumptively used in process components unless the quality is modified to meet the criteria required for infiltration. Dewatering water that meets all the Division Profile I water quality reference values, or water quality criteria that may be specific to a particular WPCP, is termed Infiltration Water and may be either discharged to infiltration basins or used for other approved consumptive uses outside containment, such as dust control.

The most common reference value exceedances, especially for water extracted through dewatering wells, are for iron and manganese, which are usually the result of oxygen depleted groundwater. Studies demonstrate that aeration alone will often bring this water quality within the Profile I reference values and make the water suitable as infiltration water. Therefore, this natural chemical process, combined with physical methods of segregating better quality water in the underground workings to prevent contamination, results in a much smaller proportion of the total volume of dewatering water being classified as Contact Water.

Cortez Hills Fresh Water Reservoir: The Cortez Hills Fresh Water Reservoir is located immediately south of the Cortez Hills Pit and has a working volume of approximately 16 million gallons. The reservoir measures approximately 500 feet by 500 feet and is 10 feet deep. The reservoir is designed to store fresh, non-contact water and collected surface water and will be operated with a 2-foot freeboard and available capacity for the direct precipitation from a 100-year, 24-hour storm event. The reservoir is lined with a single layer of 60-mil HDPE placed over a smooth drum-rolled subbase cleared of protrusions larger than 1-inch in diameter. The reservoir is not leak detected but the liner is marked with approximate volume and maximum volume markings.

A fresh water line from the Cortez Hills Fresh Water Reservoir to the HCCUEP declines (WPCP NEV2016104) was constructed soon after the approval of the HCCUEP WPCP in 2017.

F-Canyon Underground Event Pipeline: The Cortez Hills F-Canyon Underground Event Pipeline was approved by the Division 30 May 2006 as an EDC to the Cortez Mine WPCP NEV0000023 during the early Cortez Hills underground exploration stage. The Event Pipeline was transferred into the Cortez Hills Project Permit as part of the new Permit application review. The Event Pipeline conveys contact water from the underground workings to the WSR.

The pipeline is a 6-inch diameter HDPE pipe placed on the surface, primarily along the main Project access road. Road crossings are accomplished by placing the pipeline within a large-diameter pipe for secondary containment and routing it beneath the road. A maximum flow of approximately 200 gpm is anticipated from perched zones that may be encountered during drilling or advancement of the underground workings.

Analysis indicates the perched groundwater may have Profile I reference value exceedances for iron and manganese. Therefore, the Event Pipeline reports directly to the double-lined and leak detected Water Storage Reservoir and the water is evaporated or retained in containment for use in the beneficiation process.

To handle the anticipated flow volumes and to plan for potential future deposit development, the Cortez Hills F-Canyon Underground Water Handling System proposal was submitted as a group of three engineering design change modifications, approved October 2006. The modifications, each of which is tied to the appropriate project where the dewatering water is discharged or consumed, affected the Cortez Mine Project (WPCP NEV0000023), the Pipeline Project (WPCP NEV0093109), and the Pipeline Infiltration Project (WPCP NEV0095111). All three projects are located within the same Crescent Valley hydrogeologic region (State of Nevada Hydrographic Basin #54) as the dewatering water source. The management of dewatering water was also included in the Range-Front Declines expansion minor modification, approved by the Division in November 2015.

The Cortez Gold Mine (WPCP NEV0000023) portion of the Cortez Hills F-Canyon Underground Water Handling System was transferred into the Cortez Hills Project Permit as part of the new Permit application review and was originally comprised of the following: a new 6-inch diameter, surface run, HDPE Contact Water Pipeline that incorporates the existing Event Pipeline (see discussion above); four subsequently permanently closed CIL (settling) tanks; two existing 8-inch diameter HDPE pipelines in a lined pipeline corridor; the existing synthetic-lined and leak detected Water Storage Reservoir (WSR) (see description below); and the existing synthetic-lined and leak detected Tailings Impoundment 7 (TA-7). The latter components were also transferred into the Cortez Hills Project Permit as part of the new Permit application review.

Range-Front Declines Contact Water Pipeline: The November 2015 Range-Front Declines minor modification includes a new approximately 3,200-foot long Contact Water Pipeline to convey contact water from the Range-Front Declines Portal Underground Washbay Sump to a tie-in with the F-Canyon Contact Water Pipeline. From the tie-in, the comingled F-Canyon and Range-Front Declines contact water is conveyed via the existing surface pipeline to the WSR. The Range-Front Declines Contact Water Pipeline is a dual-walled buried pipeline with a 6-inch diameter HDPE primary pipe inside a 10-inch diameter HDPE secondary pipe. Leak detection riser ports located at three topographically low points along the pipeline alignment are designated in the Permit as monitoring points LD-UWBP1, LD-UWBP2, LD-UWBP3, and LD-UWBP4. The tie-in features a check valve to prevent backflow of F-Canyon contact water into the Range-Front Declines Contact Water Pipeline.

Water Storage Reservoir: The Water Storage Reservoir (WSR) was constructed in 1990 within the southeast corner of Tailings Impoundment 4 (TI-4) which was

active from 1973 to 1976 and permanently closed and reclaimed in 2004. The WSR is a double-lined pond with leak detection that is divided into two 17.2 million gallon North and South Ponds by a 10 foot high internal berm. The design depth is approximately 17 feet and can store approximately 50 million gallons at 2 feet of freeboard. The WSR was originally designed to store decant water from the tailings impoundment, water from the groundwater pumpback and remediation system (WPCP NEV0000023), and overflow from the Mill #1 thickeners and is now also used for management of contact water. The original design consisted of a 60-mil Very-Low-Density Polyethylene (VLDPE) primary liner, a 40-mil VLDPE secondary liner, and a layer of polyethylene geonet between the liners to serve as an LCRS. To address maintenance issues, the primary VLDPE liners for the north cell and south cell were replaced with 60-mil HDPE in 1995 and 1997, respectively. The current LCRS gravity drains to a sumps located outside of the WSR.

An EDC approved by the Division May 2017, proposed relining of the WSR and a modification to TA-7. The new lining system, from bottom to top, consists of 12-inch compacted dry tailings, 60-mil secondary HDPE liner, geonet, and 60-mil primary HDPE liner. The current LCRS sumps was enlarged and the gravity draining leak detection ports was plugged with grout. The proposed leak detection port will be a sloping 12-inch diameter HDPE leak detection riser.

The modification to TA-7 repaired the liner damage on the west embankment and will modify the south east corner in Cell 2 to contain two settling ponds and a clear water pond. TA-7 held the sediment excavated from the WSR relining process. TA-7 will be used when the Solid Liquid Separation (SLS) Plant is down for maintenance or repairs. The as-built report was approved by the Division in May 2018.

The WSR receives and transports contact water from the Range Front Declines, F-Canyon Declines, groundwater pumpback wells, and HCCUEP (NEV2014107) to the facilities at Pipeline (WPCP NEV0093109).

Solid-Liquid Separation (SLS) Plant: A SLS Plant was approved by the Division as an EDC in August 2011, for construction near the F-Canyon underground portal. After the completion of construction, the as-built report was submitted in June 2012. Contact water is diverted from the existing 6-inch diameter contact water Pipeline to the SLS Plant for removal of suspended solids prior to conveyance of the clarified contact water to the WSR. With the permanent closure of the Cortez Mine CIL tanks in 2013-2014, the SLS Plant is the sole component responsible for clarifying Cortez Hills contact water. The SLS Plant is comprised of two adjoining reinforced concrete pads, designated as Area 1 and Area 2, and each pad measures approximately 37 feet by 60 feet in plan. Area 1 is constructed with an 8-foot high containment stemwall on 4 sides and Area 2 is constructed with a 4-foot high containment stemwall on 3 sides with an open side adjacent the filter press location for equipment access.

Area 1 houses a carbon steel 8-foot diameter by 7-foot high (2,632-gallon) agitated flocculant mix tank and a carbon steel 35-foot diameter by 15-foot high (108,000-gallon) elevated clarifier tank. Area 2 houses a small laboratory and control center room, a polyethylene 5-foot diameter by 7-foot high (1,000-gallon) polymer (flocculant) feed tank, a carbon steel 10-foot diameter by 15-foot high (8,808-gallon) sludge holding tank, a 55 ton per day plate-and-frame filter press, and an approximately 19-foot square solids storage area located below the elevated filter press. The containment areas each provide containment in excess of the regulatory minimum 110% of the largest vessel volume. Each containment area is constructed with a sloping floor and collection sumps for returning spillage back into containment vessels. All man doors and roll-up doors are curbed to prevent escape of spills and the solids storage area floor is sloped toward the interior of the pad and a collection sump trough.

For treatment, contact water is conveyed to the agitated flocculent mix tank where approved flocculant is added at an approved dosage. The only Division-approved flocculant for use in the SLS Plant is HYPERFLOC® AF 300. The flocculated mixture is conveyed to the clarifier tank where a concentrated sludge containing approximately 24% solids forms. Clarified water exits the top of the clarifier tank through a launder and is conveyed through the contact water Pipeline to the WSR. The sludge is pumped from the bottom of the clarifier tank and split into two streams; one stream is recirculated to the mix tank to aid in the flocculation process and the other stream is pumped to the sludge holding tank that is designed to store the sludge for a 4-hour period. Following the holding period, the sludge is pumped to the filter press to form a dewatered 49% solids dry cake that is discharged to the solids storage area. The solids are removed from the storage area with a front-end loader and trucked to the Pipeline Mill #2 (WPCP NEV0093109) for gold recovery. The dry cake is characterized quarterly in accordance with Permit requirements.

The SLS Plant operates continuously for 20 hours per day and sits idle for four hours per day, although contact water runs continuously through the clarifier tank and the sludge is recirculated during the plant idle time. In addition, the plant is only manned for eight hours per day. During the period the SLS Plant is unmanned, alarms are in place at the underground batch plant, which is located 350 feet to the southeast and is manned at all times, to alert personnel of any abnormal conditions. As designed, the SLS Plant treats approximately 1.1 million gallons of contact water and produces approximately 55 tons of dewatered dry cake daily.

The 6-inch diameter Contact Water Pipeline is comprised of the Event Pipeline that exits the F-Canyon Portal and a subsequently added branch pipeline located approximately 500 feet upgradient of the former Mill #1 CIL tank containment. The branch pipeline was tied into the existing Event Pipeline with a valve. Until the Mill #1 CIL tanks were permanently closed in 2014, the branch pipeline was used as the primary means (Contact Water Pipeline) to convey contact water by

gravity from the decline, at a rate of up to 500 gpm, to the CIL tanks for settling of suspended solids. The portion of the original Event Pipeline downgradient of the branch pipeline valve remained as a bypass pipeline to allow conveyance of contact water directly to the WSR South Cell, and with the permanent closure of the CIL tanks, the original Event Pipeline portion of the Contact Water Pipeline is once again the only pipeline for conveying contact water to the WSR. All pipeline runs are on the surface. The branch pipeline from the Event Pipeline to the Mill #1 CIL tanks must be permanently closed in accordance with an approved final plan for permanent closure (FPPC).

Prior to the permanent closure of the Mill #1 CIL tanks, clarified contact water was conveyed from the CIL tanks through an 8-inch diameter HDPE pipeline, located in a synthetic-lined pipeline corridor, to the southeast corner of the WSR and directly into the 18-inch diameter HDPE Cross-Valley Contact Water Pipeline (permitted under WPCP NEV0093109) for use in the Pipeline Mill #2 or associated heap leach circuits. The now disconnected pipeline from the CIL tanks to the WSR and Cross-Valley Contact Water Pipeline must be permanently closed in accordance with an approved FPPC.

The contact water bypass pipeline discharge into the WSR South Cell is equipped with an outlet diffuser constructed of a section of 8-inch diameter HDPE pipe with a glued end-cap and 2-inch diameter holes drilled on the top and both sides to reduce the potential for damage to the HDPE pond liner system.

Infiltration water can be added, if needed for approved consumptive use, to the Contact Water Pipeline near the F-Canyon Portal. A section of 6-inch diameter HDPE pipeline, equipped with a gate valve and directional check valve, is designed to convey infiltration water from the 24-inch diameter Infiltration Water Pipeline at a location downgradient from the F-Canyon Portal Surge Tank into the Contact Water Pipeline in the event additional flow volume is required. The gate valve and check valve are designed to prevent back-flow of contact water into the Infiltration Water Pipeline. The F-Canyon Portal Surge Tank and the Infiltration Pipeline are permitted under WPCP NEV0095111.

Contact water flow rate data are collected at the F-Canyon Portal, and contact water samples are collected for water quality analyses at the F-Canyon Portal and at the discharge to the WSR South Cell.

The Cortez Hills F-Canyon Underground Fresh Water Supply System was approved by the Division in September 2007, as an EDC modification to the Cortez Mine Permit (WPCP NEV0000023), during the underground exploration phase of the Cortez Hills Project development. The system was transferred into the Cortez Hills Project Permit as part of the new Permit application review.

The approved design was for the installation of two permanent fresh water storage tanks and associated conveyance pipelines for delivery of water to the F-Canyon Portals to support underground operations. Installation of the permanent storage and conveyance system was prompted by lower than anticipated volumes of fresh water being produced from surface dewatering wells and sources encountered in the underground workings. Additional fresh water for the system was pumped from Pediment Pumping wells PPW-05 and PPW-06 to supplement the originally identified sources of water needed for underground operation. The water quality in these wells exceeds Division Profile I reference values. PPW-06 was subsequently abandoned and mined through.

Fresh water is conveyed from the supply wells to the storage tanks via a single-wall 4-inch diameter HDPE pipeline buried a minimum of 4 feet bgs. The water meeting Profile I reference values does not warrant the use of secondary pipeline containment. The conveyance pipeline is tied into the surface-located main 12-inch diameter HDPE fresh water dewatering pipeline with a T-fitting and valve at a point approximately 200 feet southeast of the tanks, adjacent to the main Project access road.

Fresh water storage consists of two cylindrical steel tanks, the Primary and Secondary Fresh Water tanks, measuring approximately 9.5 feet in diameter by 21 feet high. The tanks are bolted to a 40-inch-thick slab of concrete formed, in plan view, in the shape of an elongated hexagon with maximum footprint dimensions measuring 12.5 feet wide and 27 feet long. The Primary Fresh Water Tank is filled from the base via a section of 4-inch diameter steel inlet pipe equipped with a butterfly valve. Both tanks are connected to a 4-inch diameter gravity flow distribution pipeline through a short outlet pipe to a common wye fitting located at the base of the tanks. Each outlet pipe has a valve to control flow from an individual tank. The two tanks are also connected, near the base, with a section of 15-inch diameter steel pipe equipped with a double-seated knife-gate valve that allows rapid transfer of water between the tanks as needed.

The maximum capacity of each tank is limited to approximately 10,000 gallons by placement of an emergency gravity overflow outlet at a height of approximately 20 feet on the Primary Fresh Water Tank and an operating gravity overflow pipeline at a height of about 18 feet on the Secondary Fresh Water Tank. The operating overflow pipeline is connected back into the main 12-inch diameter HDPE fresh water dewatering pipeline at an elevation conducive to gravity flow away from the tanks only. The 4-inch diameter distribution pipeline is connected to a distribution manifold located at the F-Canyon Portal, located approximately 550 feet northwest of the fresh water storage tanks. The Permit requires monitoring of flow rate and water quality of the fresh water at the storage tank outlet to the distribution pipeline.

Other Existing Components Transferred to the Cortez Hills Project

Several existing process components, primarily associated with the nearby Cortez Mine (WPCP NEV0000023), were transferred into the Cortez Hills Project Permit as part of the new Permit application review. The identified components may be used immediately, at some future time, or not at all. Some components may require certification or further approval prior to use, and ultimately, all sources must be permanently closed in accordance with an approved FPPC per regulation. The process components transferred to the Cortez Hills Permit include Tailings Impoundment 7, Cortez Mine Underdrain Pond, Cortez Mine Stormwater Pond, Water Storage Reservoir, monitoring wells and dewatering ports, and associated pipelines, channels, sumps, pumps, and tanks for the conveyance and control of fluids. As described above in this Fact Sheet, components that were previously constructed at the F-Canyon Portal as part of the pre-mining underground exploration phase of Cortez Hills Project development (e.g., F-Canyon Underground Event Pipeline and F-Canyon Underground Water Handling System) were also transferred to the new Cortez Hills Permit.

Demolition of the Cortez Mill #1 and Roaster (WPCP NEV0000023) was completed in 2014 in accordance with an approved FPPC; however, the associated Tailings Impoundment 7 (TA-7), and its associated Underdrain Pond and Stormwater Pond, are not currently being closed. A Schedule of Compliance item in the Cortez Hills Permit requires submittal of an updated engineering design for review and approval prior to either the commencement of construction of the previously approved, but never built, Stages 3 through 5 of TA-7, or the recommencement of operation of any associated historic Cortez Mine beneficiation process component that has been in temporary or permanent closure. This is to ensure that all components will meet current regulatory requirements and Division approval prior to any plan to resume beneficiation at the historic Cortez Mine site.

Cortez Mill #1: Cortez Mill #1 dates from 1969, and was constructed within concrete slab-and-stem wall secondary containment with adequate capacity to contain 110% of the largest vessel volume. Components within the Mill #1 secondary containment included a 9.5-foot by 14-foot rod mill, an 11-foot by 14-foot ball mill, vibrating screens, cyclones, five 80-foot diameter by 16-foot tall conventional rake thickeners, five 7-foot diameter by 8-foot tall carbon columns, eight 30-foot diameter agitator tanks, static launder screens, five individual carbon strip circuits, an electrolytic cell, a discharge bin, a stainless steel indirect-fired kiln, and a small refractory-lined furnace. Each carbon strip circuit had two strip vessels, a 15-foot pipe-and-tube heat exchanger for steam heat transfer, and three 20-foot pipe-and-tube heat exchangers to recycle heat from the strip vessel discharge to the strip vessel feed. An 8-inch diameter HDPE pipeline previously carried excess solution from the thickeners to Solution Pond 1; however, with permanent closure of the thickeners and Solution Pond 1, this Thickener Overflow (TO) pipeline is no longer active. Approximately 750 feet of the pipeline is buried and 3,770 feet is on the surface. Buried portions of the pipeline are leak detected with a perforated 4-inch diameter corrugated pipeline placed in a 1-foot-deep, gravel-filled trench;

however, as a result of the pipeline being disconnected, the leak detection monitoring was removed from the Cortez Hills Permit as part of the 2015 renewal. The TO pipeline must be permanently closed pursuant to an approved FPPC.

Tailings from Mill #1 were conveyed to TA-7 (see below) over a distance of approximately 5,500 feet through an 8-inch diameter HDPE pipeline. The tailings pipeline is buried for a distance of approximately 1,200 feet without secondary containment or leak detection. Secondary containment for this pipeline would need to be addressed prior to any plan to resume operation.

A Circulating Fluid Bed Roaster (WPCP NEV0000023), associated with Mill #1, was constructed by Lurgi Gesellschaft mit beschränkter Haftung (GmbH) in 1989 to oxidize carbonaceous and sulfidic ore. Like Mill #1 itself, the Roaster was not included in the transfer to the Cortez Hills Permit, and was dismantled in 2014. Non-acid generating material remaining on a roaster ore stockpile near the Roaster was removed and processed for gold recovery, and the stockpile was permanently closed with the Roaster in 2014.

Tailings Impoundment 7 (TA-7): TA-7, the only remaining operational Cortez Mine tailings impoundment, was approved for construction in 1994 as a fully lined and leak detected facility. The facility has a footprint of approximately 46 acres and is permitted for five phases of construction with an ultimate crest elevation of 4,859 feet AMSL and a cumulative maximum design storage capacity of 6.0 million tons. The TA-7 facility is divided into east and west halves designated as Cell-1 and Cell-2, respectively. Phase 1, the Cell 1 Starter Dam, was constructed in 1994/1995, and Phase 2, the Cell 2 Starter Dam, was constructed in 1996/1997. The three phases remaining to be constructed are identified as the Stage 1 Raise, Stage 2 Raise, and Stage 3 Raise. A Schedule of Compliance item in the Cortez Hills Permit requires advance re-submittal and approval of updated designs prior to construction of the remaining phased stages.

For the existing construction, tailings slurry was rotationally spigotted in thin, subaerially deposited lifts sloped toward vertical decant towers located in each cell. Construction of the Stage 2 Raise will eliminate the separation of the cells and only the Cell 2 decant tower will be used. The decant towers drain supernatant solution via a 10-inch diameter HDPE pipeline to a pump house located adjacent to the Underdrain Pond. From the pump house, solution is pumped to the WSR (see below) for use as makeup water.

The TA-7 liner system is comprised of a 12-inch thick LHCSL base constructed of reworked near-surface clayey native soils and silty clay tailings from the now permanently closed Tailings Impoundment 5 (TI-5), placed in two 6-inch lifts and compacted to a maximum permeability of 1×10^{-6} cm/sec and overlain with a layer of 60-mil HDPE geomembrane liner material. Textured liner was used in areas beneath the impoundment embankment, to improve embankment stability, and

smooth liner was used within the impoundment basin. A minimum 18-inch thick underdrain blanket was placed on the liner with an integral solution collection piping network comprised of perforated 4-inch diameter CPEP placed in a diagonal cross-gradient pattern (southeast to northwest) to promote drainage of the tailings material. The 4-inch CPEP is placed on 100-foot centers over the entire impoundment basin except for a 200-foot wide zone along the downgradient (north) edge of each cell where the spacing is reduced to 50-foot centers to accommodate potentially higher hydraulic head. The solution collection piping network for each cell reports to a perforated 6-inch diameter CPEP Main Collection Header located along the west interior edge of each cell. Each Main Collection Header reports to a perforated 12-inch diameter CPEP Solution Channel Pipe located beneath protective gravel cover in the 80-mil HDPE-lined Solution Collection Channel on the downgradient (north) edge of the impoundment. The impoundment 60-mil HDPE liner transitions to the 80-mil HDPE channel liner upgradient of the collection channel.

Leak detection for the TA-7 facility includes systems for the impoundment, the solution collection channel, and the Underdrain Pond. "Tiered" systems were constructed at the downgradient toe of TA-7, at the toe of the Cell-1/Cell-2 divider berm, and immediately upgradient from the Solution Collection Channel. The Tiered systems are comprised of a "Leak Collection Riser" constructed over a "Leak Detection Sump". The Leak Collection Riser design is a subgrade leak detection system comprised of a 1-foot deep v-trench that was constructed on the LHCSL base beneath the synthetic liner, lined with 40-mil polyvinyl chloride (PVC), and equipped with a perforated 4-inch diameter HDPE solution collection pipe placed within gravel fill encased in 10-ounce per square yard (oz/yd²) geotextile to collect and convey fugitive solution to solid 8-inch diameter HDPE vertical riser pipe sumps. The Leak Detection Sump design is of identical construction but located beneath the LHCSL base and on top of another 40-mil PVC liner placed on the prepared subgrade. Both types of leak detection sumps daylight to the Solution Collection Channel or Underdrain Pond via 4-inch diameter HDPE emergency overflow pipes. The Solution Collection Channel has only the primary LCRS constructed between the synthetic liner and the LHCSL base.

Cell 2 of TA-7 was constructed with basin and embankment piezometers, but all had failed by December 2008. Consequently, the piezometer monitoring was removed from the Permit as part of the 2015 Cortez Hills renewal.

Cortez Mine Underdrain Pond: The Solution Collection Pipe and Solution Collection Channel convey reclaim solution to the Cortez Mine Underdrain Pond (UDP). The UDP was reconstructed, along with the Cortez Mine Stormwater Pond (see below), as part of an EDC approved by the Division in December 2008, to address issues related to liner displacement in the original ponds caused by the rising groundwater elevation.

Reconstruction of the UDP, as part of the EDC approved by the Division December 2008, included expanding the pond crest dimensions to 450 feet long by 150 feet wide. Pond sediment and the original liners were removed and disposed in TA-7. The HDPE liners were shredded prior to burial to eliminate the potential to create a barrier or preferential pathway(s) that could cause solution to pond or channel. The pond base was over-excavated and the subgrade was moisture conditioned and compacted to a minimum 95% maximum dry density (ASTM Method D1557) to a depth of 12 inches. A layer of 12-oz/yd² non-woven geotextile was placed over the prepared subgrade and 3V:1H side slopes. The excavation was then backfilled with rock fill (100% less than 8-inch diameter) to an elevation 24 inches below the pond bottom of 4,773 feet AMSL; over which 18 inches of drain rock (100% less than 2-inch diameter) was placed; followed by a 6-inch thick layer of cushion layer material (100% less than 1-inch diameter). The rock fill, drain rock, and cushion layers were enveloped in 12-oz/yd² non-woven geotextile to provide filtration and a cushion for the new synthetic liner system.

The UDP synthetic liner system is comprised of a 60-mil HDPE secondary liner and an 80-mil HDPE primary liner with a geonet LCRS that reports to two subgrade collection sumps (UDP-LD1 and UDP-LD2). The LCRS sumps are filled with clean gravel encapsulated within a layer of 12-oz/yd² non-woven geotextile. Each sump is constructed with a 12-inch diameter HDPE evacuation riser pipe that is perforated within the sump drain rock. Evacuation risers for the LCRS sumps daylight at points along the east and west halves of the south crest of the pond.

Groundwater entering the rock fill sump beneath the UDP liner system can be evacuated through two 12-inch diameter HDPE riser pipes that serve as Groundwater Monitoring Ports (UDP-GWP). The ports are centrally located along the east and west half of the pond and the port risers daylight on the north crest of the pond where they penetrate the pond liner system through fabricated boots to an elevation 1.5 feet above the pond crest. The port riser casings are slotted within the rock fill sump and can be equipped with portable, level-controlled submersible pumps that will maintain the groundwater elevation below the pond base elevation of 4,773 feet AMSL, as necessary.

Lowering of the groundwater elevation is not anticipated to be required during the first four years of pond operation. However, as a schedule of compliance requirement, an additional EDC was approved by the Division in August 2009, that provides for construction of a permanent groundwater dewatering system in the event the groundwater elevation beneath the pond liner exceeds 4,770 feet AMSL. Based on modeled potential groundwater inflows, a 100 gpm stainless steel submersible well pump will be permanently installed in the west side GWP riser (UDP-GWP). Equipped with a pressure transducer to evaluate water level, solution will be pumped through a 3-inch diameter steel pipeline into a 10-inch diameter HDPE pipeline for conveyance to the North Water Storage Reservoir. Pumping will be initiated at a groundwater elevation of 4,772 feet AMSL and will stop once

a groundwater elevation of 4,771 feet AMSL is achieved. A dedicated back-up diesel-electric generator provides power in the event of a loss of line power at the facility.

Underdrain solution from the TA-7 and solution from the Cortez Groundwater Pumpback system may report to the reconstructed UDP at a maximum design rate of 300 gpm. The reconstructed UDP has a design capacity of approximately 649,000 gallons at the base of the spillway (elevation 4,776 feet AMSL) that hydraulically links the UDP to the Cortez Stormwater Pond located immediately to the west. The distance between the spillway elevation and pond crest elevation of 4,778 feet AMSL effectively creates the 2-foot freeboard in the pond.

The reconstructed UDP is designed with two pond evacuation risers constructed of 24-inch diameter, SDR 17, HDPE pipe located on the south side of the pond parallel to the trace of the evacuation risers for the LCRS sumps. The pond evacuation risers are equipped with two submersible pumps, each rated for a nominal 350 gpm pumping rate, with a dedicated back-up diesel power generator. The pumps are level-controlled and are automatically activated if the water level in the pond reaches 4,775.5 feet AMSL. Solution removed from the pond is conveyed from each pump through a new 8-inch diameter Schedule 40 steel pipeline to the existing pump house and onto either TA-7 or the WSR via an 8-inch diameter HDPE pipeline. The pond and pump design will maintain the minimum 2-foot freeboard while accommodating the pond operating inventory volume from all inflows plus the volume generated by the 25-year, 24-hour storm event. The 100-year, 24-hour storm event volume is accommodated by diverting approximately 135,000 gallons of solution to the Cortez Stormwater Pond via a shared, single-lined HDPE spillway.

Cortez Mine Stormwater Pond: The Cortez Mine Stormwater Pond (SWP) is located west and adjacent to the UDP and is a single-lined pond without leak detection. The SWP was also reconstructed as part of an EDC approved by the Division December 2008 to address issues related to liner displacement in the original ponds caused by the rising groundwater elevation.

The reconstruction consisted of removing all solution and sediment from the existing SWP, perforating the existing, in-place 60-mil HDPE liner on the side slopes to provide a minimum 25% open area, and leaving the bottom portion of the existing 60-mil HDPE pond liner in place and intact. Similar to the reconstructed UDP (see above), a layer of 12-oz/yd² non-woven geotextile was placed over the existing synthetic pond liner, which is also underlain by a layer of 10-oz/yd² non-woven geotextile. The original lined pond excavation was then backfilled with rock fill (100% <8-inch diameter) to an elevation 24 inches below the pond bottom of 4,773 feet AMSL; over which 18 inches of drain rock (100% <2-inch diameter) was placed; followed by a 6-inch thick layer of cushion layer material (100% <1-inch diameter). The rock fill, drain rock, and cushion layers were enveloped in 12-

oz/yd² non-woven geotextile to provide filtration and a cushion for the new, single layer, 80-mil HDPE pond liner. The new HDPE liner is carried across and beyond the original liner at the pond crest and tied into a new key trench located approximately 5 feet beyond the original liner key trench. The reconstructed SWP measures approximately 222 feet square at the crest.

Groundwater entering the rock fill sump beneath the SWP liner can be evacuated through any of four 12-inch diameter HDPE Groundwater Monitoring Port (GWP) riser pipes. Each GWP is located at a corner of the square pond footprint and where it penetrates the liner through a boot and extends about 1.5 feet above the pond crest. The port riser casings are slotted within the rock fill sump and can be equipped with a portable level-controlled submersible pump to maintain the groundwater elevation below the pond base elevation of 4,773 feet AMSL, as necessary.

Lowering of the groundwater elevation is not anticipated to be required during the first four years of pond operation. However, as a schedule of compliance requirement, an additional EDC was approved by the Division in August 2009, that provides for construction of a permanent Groundwater Dewatering System in the event the groundwater elevation beneath the pond liner exceeds 4,770 feet AMSL. Based on modeled potential groundwater inflows, a 1200 gpm stainless steel submersible well pump will be permanently installed in the northeast corner GWP riser (SWP-GWP). Equipped with a pressure transducer to evaluate water level, solution will be pumped through a 10-inch diameter steel pipeline into a 10-inch diameter HDPE pipeline for conveyance to the North Water Storage Reservoir. Pumping will be initiated at a groundwater elevation of 4,772 feet AMSL and will stop once a groundwater elevation of 4,771 feet AMSL is achieved. A dedicated back-up diesel-electric generator provides power in the event of a loss of line power at the facility.

The reconstructed SWP is designed with a pond evacuation riser constructed of 16-inch diameter, SDR 17, HDPE pipe located on the east side of the pond near the southeast corner. The pond evacuation riser is equipped with a manually controlled submersible pump rated for a nominal 50 gpm pumping rate. Solution removed from the pond is conveyed from the SWP pump through a new 3-inch diameter Schedule 40 steel pipeline directly to the UDP. The reconstructed SWP has a calculated solution capacity of 609,000 gallons with 2 feet of freeboard remaining. The pump design allows for transfer of all SWP solution inventory located below the maximum spillway and 2-foot freeboard elevation (4,776 feet AMSL) in less than 10 days. The SWP evacuation pump is connected to line-current only and emergency power must be supplied by a portable generator. Also, due to the single liner construction, the Permit requires the SWP be evacuated within 20 days of any event that introduces process solution or whenever an overflow from the UDP to the SWP occurs.

Pit Lake Assessment: The modeling updates with the 2018 major modification/renewal application predicts that, once mining and dewatering activities cease, the groundwater level will rebound to an elevation of approximately 4,840 feet amsl at Cortez Hills Pit and 4,800 feet amsl at Cortez Pit after 130 years, forming a pit lake in the Cortez Pit. The pit lake will be on BLM land and has a predicted surface area of 22 acres.

The initial water quantity and quality modeling for the predicted Cortez Hills Pit Lake was completed by Geomega, Inc. (Geomega) and compiled in two 2007 reports entitled, "*Ground Water Flow Modeling Report for the Cortez Hills Expansion Project*," and "*Cortez Hills Expansion Project: Pit Lake Water Quality Prediction*," which were supplemented by a Geomega 2008 report entitled, "*Groundwater Quantity and Quality Assessment of the Revised Cortez Hills Pit Design, May 14, 2008*."

The 2007 and 2008 pit lake water model simulations were run for a period of 100 years beyond the end of dewatering activities. According to the model, the Cortez Hills Pit Lake will begin to form approximately 3 years after the end of dewatering and will recover to 80% of full recovery 16 years after dewatering ceases. At 100 years, the resulting terminal pit lake will have a surface area of approximately 18 acres and the water will be slightly alkaline, with a pH of approximately 8.9 standard units. Other 2008 pit lake water quality predictions for 100 years after dewatering ceases include 0.011 milligrams per liter (mg/L) antimony, 0.058 mg/L arsenic, 1.7 mg/L fluoride, 0.0016 mg/L mercury, 0.004 mg/L thallium, and 620 mg/L total dissolved solids (TDS).

The modeled Cortez Hills Pit Lake predictions were validated by comparing them to the water quality of the former Cortez Pit Lake, which was located approximately 6 miles from the Cortez Hills Pit in a pit with similar lithology. Actual Cortez Pit Lake chemistry after 20 years was in good agreement with that predicted for the modeled Cortez Hills Pit Lake after 20 years. Data from an analog pit lake test with representative waste rock backfill, used to quantify the influence of in-pit waste rock translocation on water chemistry, was also in agreement.

The 2018 pit lake model concludes that, based on the results of the groundwater flow model and on numerical and bench-scale analyses, there will be no impact on groundwater surrounding the pit after infilling. The pit lake chemogenetic pathways will result in consistently good water quality, comparable to existing surface waters in Crescent Valley.

Ecological Risk Assessment

The 2007 and 2008 Geomega pit lake modeling included ecological risk assessments (ERAs) to characterize potential chemical risk to wildlife and fish resulting from surface water metal constituents in the Cortez Hills Pit Lake.

Constituents of potential concern (COPCs) were identified by comparing predicted pit lake concentrations at year 100 to ecological screening benchmarks. COPCs identified for quantitative risk analysis included mercury and selenium. Literature on pH effects on fish was also reviewed for screening level assessment purposes.

The conclusions of the risk assessments are that chemical risk is unlikely for wildlife following exposure to metal constituents in the Cortez Hills Pit Lake; that estimated fish tissue concentrations should be at or below U.S. Federal Drug Administration action levels and within background concentrations for Nevada; and that pH and other physical chemistry aspects of the pit lake should be well within acceptable ranges for fish populations.

Although the Division Profile III parameter list and reference values, developed in 2014 for use in pit lake screening level ecological risk assessments, were not available during the 2007 and 2008 pit lake evaluations, it is worth noting in retrospect that all 2008 predicted concentrations are below the corresponding Profile III reference values, except for the predicted pH (8.9 standard units), which is slightly elevated above the Profile III reference pH range (6.5-8.5 standard units). This further supports the conclusion that the pit lake water quality is unlikely to adversely affect the health of human, terrestrial, or avian life. However, the 2008 pit lake study did not evaluate the Profile III parameters lithium, molybdenum, strontium, tin, uranium, or vanadium. The 2015 pit lake study and ecological risk assessment must evaluate all Profile III parameters, this report is currently under review as of May 2017.

Petroleum-Contaminated Soil Management

An EDC for a Petroleum-Contaminated Soil (PCS) Management Plan was approved by the Division in April 2010. No PCS storage or disposal is approved for the facility. The Permittee is required to remove all PCS from the facility for provisional storage and disposal at the approved Pipeline Project waste rock dump (WPCP NEV0093109) in accordance with the approved PCS Management Plan and the Division's Guidance for Mine-Site PCS Management Plans.

C. Receiving Water Characteristics

In the Project area, groundwater is localized in structural bedrock aquifers with no substantial water-bearing zones in the alluvium. Groundwater flow is controlled by numerous north-south and east-west trending faults and fractures. Local bedrock has generally low hydraulic conductivity. In general, groundwater is shallower under the northwest and south portions of the Cortez Hills facility, which are located on the west side of the Crescent Fault (e.g., Canyon WRF and Grass Valley Heap Leach Pad), and deeper under the north and east parts of the Cortez Hills facility on the east side of the Crescent Fault (e.g., Cortez Hills Pit, F-Canyon

Portal, North WRF, and South WRF). The shallowest groundwater on the Project site is in Crescent Valley on the north side of the old Cortez Mine facility.

Groundwater depths near the Cortez Hills Pit range from approximately 500 to 1,600 feet bgs. Groundwater depths on the north, south, and west sides of the Grass Valley Heap Leach Pad range from approximately 100 to 250 feet bgs, while groundwater depths on the east side of the pad are greater than approximately 900 feet bgs. Groundwater in the vicinity of the Canyon WRF is locally as shallow as approximately 30 to 60 feet bgs. Groundwater in the area of transferred Cortez Mine components, located on the edge of the Crescent Valley Playa, lies at a depth of 11 to 59 feet bgs.

Surface water flow is intermittent and occurs in response to storm events or during periods of snowmelt. Some stream segments exhibit continuous flow over short reaches that are fed by springs or seeps.

Receiving waters are located in Crescent Valley (State of Nevada Hydrographic Basin #54) and the northern portion of Grass Valley (State of Nevada Hydrographic Basin #138). Grass Valley is closed topographically. The Toiyabe Range separates Grass Valley from the southernmost part of Crescent Valley; the southern Cortez Mountains and northernmost section of the Simpson Park Range separate the northern part of Grass Valley from Pine Valley to the east (State of Nevada Hydrographic Basin #53). Crescent Valley is semi-closed topographically, bordered by the Shoshone Range on the west, the Cortez Mountains on the east, the Toiyabe Range on the south, and the Tuscarora Mountains on the northeast. A low topographic divide on the northwest end of Crescent Valley separates that valley topographically from the Humboldt River, but the Permittee has determined through regional hydrologic studies that, despite the topographic high, some groundwater flows from Crescent Valley toward the Humboldt River.

Previous data indicated that groundwater in Crescent Valley was hydrologically isolated from groundwater in Grass Valley and Pine Valley; however, in 2014 the Permittee determined from hydrologic studies that groundwater in the western portion of the Pine Valley Hydrographic Basin is being drawn down by the Permittee's dewatering activities in Crescent Valley. At this point, the interbasin groundwater transfer appears to be more of a water supply issue than a water quality concern. However, this will be evaluated further in future pit lake studies.

Baseline groundwater chemistry for both Crescent Valley and Grass Valley is circum-neutral (pH) and of the sodium-calcium-bicarbonate type. Baseline characteristics of several analytes periodically exceed Division Profile I reference values (drinking water standards) in one or more locations for aluminum, antimony, arsenic, cadmium, fluoride, iron, lead, magnesium, manganese, mercury, nitrate + nitrite, pH, selenium, silver, sulfate, total dissolved solids, and thallium. Maximum

baseline concentrations of arsenic exceed the Division Profile I reference value of 0.01 mg/L in both areas.

D. Procedures for Public Comment

The Notice of the Division's intent to issue a Permit authorizing the facility to construct, operate, and close, subject to the conditions within the Permit, is being sent to the **Battle Mountain Bugle** for publication. The Notice is being mailed to interested persons on the Bureau of Mining Regulation and Reclamation mailing list. Anyone wishing to comment on the proposed Permit can do so in writing within a period of 30 days following the date of public notice. The comment period can be extended at the discretion of the Administrator. All written comments received during the comment period will be retained and considered in the final determination.

A public hearing on the proposed determination can be requested by the applicant, any affected State, any affected intrastate agency, or any interested agency, person or group of persons. The request must be filed within the comment period and must indicate the interest of the person filing the request and the reasons why a hearing is warranted.

Any public hearing determined by the Administrator to be held must be conducted in the geographical area of the proposed discharge or any other area the Administrator determines to be appropriate. All public hearings must be conducted in accordance with NAC 445A.403 through NAC 445A.406.

E. Proposed Determination

The Division has made the tentative determination to issue the renewed Permit.

F. Proposed Limitations, Schedule of Compliance, Monitoring, Special Conditions

See Section I of the Permit.

G. Rationale for Permit Requirements

The facility is located in an area where annual evaporation is greater than annual precipitation. Therefore, it must operate under a standard of performance which authorizes no discharge except for those accumulations resulting from a storm event beyond that required by design for containment.

The primary method for identification of escaping process solution will be placed on required routine monitoring of leak detection systems as well as routinely

sampling upgradient and downgradient monitoring wells and two local springs. Specific monitoring requirements can be found in the WPCP.

H. Federal Migratory Bird Treaty Act

Under the Federal Migratory Bird Treaty Act, 16 U.S. Code 701-718, it is unlawful to kill migratory birds without license or permit, and no permits are issued to take migratory birds using toxic ponds. The Federal list of migratory birds (50 Code of Federal Regulations 10, 15 April 1985) includes nearly every bird species found in the State of Nevada. The U.S. Fish and Wildlife Service is authorized to enforce the prevention of migratory bird mortalities at ponds and tailings impoundments. Compliance with State permits may not be adequate to ensure protection of migratory birds for compliance with provisions of Federal statutes to protect wildlife.

Open waters attract migratory waterfowl and other avian species. High mortality rates of birds have resulted from contact with toxic ponds at operations utilizing toxic substances. The Service is aware of two approaches that are available to prevent migratory bird mortality: 1) physical isolation of toxic water bodies through barriers (e.g. covering with netting), and 2) chemical detoxification. These approaches may be facilitated by minimizing the extent of the toxic water. Methods which attempt to make uncovered ponds unattractive to wildlife are not always effective. Contact the U.S. Fish and Wildlife Service at 1340 Financial Boulevard, Suite 234, Reno, Nevada 89502-7147, (775) 861-6300, for additional information.

Prepared by: Natasha Zittel

Date: 12 April 2018

Revision 00: Renewed/Major Modification Permit



NEVADA DIVISION OF
**ENVIRONMENTAL
PROTECTION**

STATE OF NEVADA
Department of Conservation & Natural Resources

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

April 16, 2018

Don Jung
C/O Julie Mayberry
2271 Enterprise Rd
Reno, NV 89521

**RE: Steps Required to Close Water Pollution Control Permit (WPCP) NEV0093114
New Pass Mine, Lander County, NV**

Dear Mr. Jung:

On April 12, 2018, the Nevada Division of Environmental Protection, Bureau of Mining Regulation and Reclamation (Division), represented by Tom Gray and myself, conducted a WPCP compliance inspection of the New Pass Mine. The site was unmanned and unsecured except for a removable cable in lieu of a gate. The main purpose of this visit was to ascertain the steps needed to permanently close this site and terminate WPCP NEV0093114. You had indicated in February 2018 that you wished to terminate the WPCP, preferably before the next billing cycle starts on July 1. The Division stated that we would need to inspect the site and identify any concerns prior to closure. With the exception of two closed tailings impoundments on federally-administered land, the site sits primarily on private property.

The Division is requiring a brief Closure Plan describing how you plan to address the concerns listed below. This can be a simple description of the materials and how you intend to remove them; the Plan will need prior Division approval before work can begin. Once the work has concluded, please provide us with written notification so we can return to re-inspect the site if warranted.

The April 12th inspection did locate numerous issues that must be addressed prior to Permit termination:

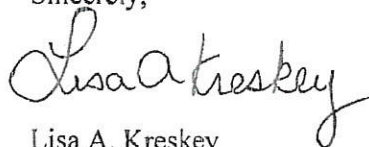
1. The laboratory contained some used crucibles. Per 40 CFR (Code of Federal Regulations) 262.11, a hazardous waste determination must be performed on all chemical waste you intend to throw away. Please see photos 1-4 below. These requirements apply only to the used crucibles; no action is required for unused crucibles.
 - This determination may be done with one of two methods: generator knowledge (you know whether you used hazardous materials such as litharge or mercury; if not, then no analysis is required and simple disposal is acceptable) or an analytical determination (you send the material to a Nevada-certified laboratory); either way, the Division needs that information.
 - Please specify what was used in the crucibles. If litharge or some other hazardous substance was used or created, then an analytical hazardous waste determination from a Nevada-certified laboratory must be made anyway and a copy of the results must be submitted to the Division.
 - Either way, the Division will require disposal receipts upon removal.
2. All chemicals need to be removed and properly disposed. There were several containers and metal cans in the lab, many had white material in them. Please indicate what these materials are, determine if they are hazardous wastes (see item 1), and specify how you plan to remove them. The Division will require disposal receipts.
3. There was a fuel farm near the explosives storage adit with leaking pipes (Photos 5 and 6). There was petroleum-contaminated soil (PCS) under the tanks and associated piping. This soil needs to be cleaned up, containerized and disposed of with a company or landfill permitted to receive it. The Division will require disposal receipts that specify the quantity of contaminated soil disposed.

4. Near the leaking fuel tanks was a set of stacked 55-gallon drums of hydrocarbons (Photo 7). There were also many other petroleum drums and fuel containers site-wide, including in the explosives adit. All waste petroleum must be disposed/recycled with a company permitted to receive it. All non-waste petroleum containers need to be either moved to proper secondary containment and secured on-site, or removed from the site and recycled with a company permitted to receive them. The Division will require copies of disposal receipts for all petroleum removed from the site.
5. Near the main mine portal, there were a number of drums with solid material in them (Photos 8 and 9). These drums should be labeled, if they are not so currently. Please identify the materials, determine if they are hazardous waste, and specify how they will be properly disposed. Please provide disposal receipts.
6. There were a number of waste batteries (Photos 10 and 11). There were quite a few of them and not all were photographed, just two. Batteries contain hazardous materials and should never be left in the open where they can degrade. Please collect all of the batteries across the site and dispose of them with a facility permitted to receive them. Please provide disposal receipts.
7. Lastly, while out of the Division's purview, there may be public safety hazards at the New Pass Mine site that should be mentioned, especially since the site is unsecured:
 - The adit designated for explosives storage is of particular concern. The Division did not enter this facility for safety considerations so it is not known if any dangerous materials were stored inside. This area should be cleared and any dangerous materials disposed of with a company permitted to receive them.
 - The main mine adit is also of concern. The New Pass Mine site is not secured; anyone can enter the property and the underground workings could be dangerous. It is highly recommended that the portal be secured or buried. Please contact the Nevada Division of Minerals, Nevada Mine Safety and Training Section, and county government/sheriff for specific safety requirements regarding mine portals.

The Division cannot terminate the Water Pollution Control Permit until the above issues (items 1 – 6) are addressed. The next Annual services fee is due July 1, 2018. If the above concerns are not concluded and Division approval obtained before that date, the Division will require the fee to be paid. If all of the items above are addressed, the Division will perform another inspection for confirmation and terminate the Permit.

If you have any questions or concerns, feel free to contact me at 775-687-9415 or at lkreskey@ndep.nv.gov. Thank you.

Sincerely,



Lisa A. Kreskey
Environmental Scientist III
Closure Branch
Bureau of Mining Regulation and Reclamation

LAK

Ec: Tom Gray, Supervisor, Closure Branch, BMRR
Chris Locken, BWM
Rich Perry, Nevada Division of Minerals
Nevada Mine Safety and Training Section
Churchill County Commissioners
~~Lander County Commissioners~~



Photo 10: Waste battery.

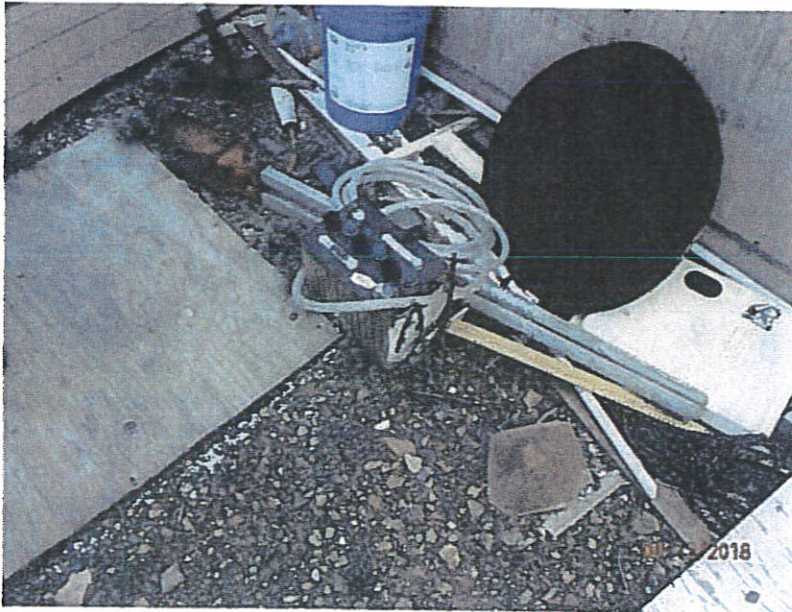


Photo 11: Waste battery.



Photo 7: Some hydrocarbon cans had material in them.



Photo 8: Cans with solid material in them.



Photo 9: Cans with solid material in them.



Photo 4: New Pass lab. Crucibles.



Photo 5: PCS under fuel tank piping.



Photo 6: PCS under fuel tank.



Photo 1: New Pass lab. There are numerous containers with solids, including the metal cans shown in the right corner of this photo.

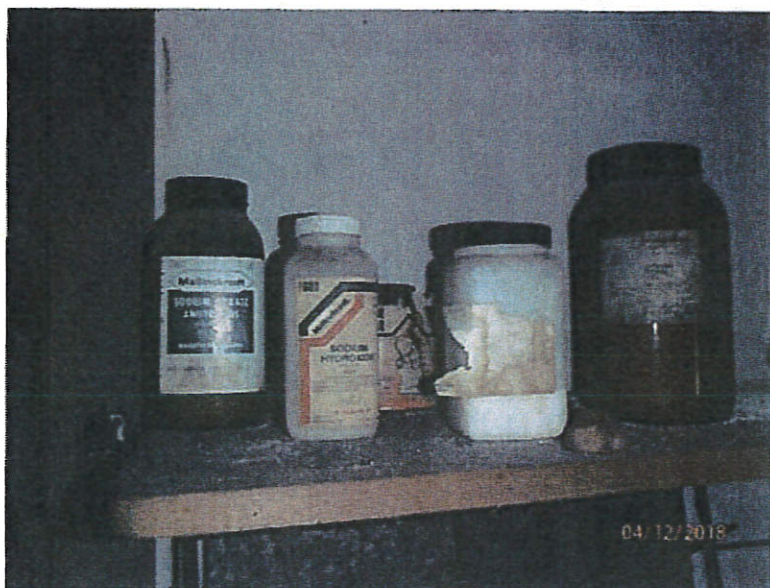


Photo 2: New Pass lab. There are numerous chemicals that need to be properly disposed of.



Photo 3: New Pass lab. There are containers of chemicals on the tables and shelves.



755 North Roop Street, Suite 202
Carson City, NV 89701
Office: (775) 687-1850
Fax: (775) 687-1869

GOVERNOR'S OFFICE OF ENERGY

May 1, 2018

Ormat Technologies
ATTN: Stephanie Osborne
6225 Neil Road
Reno, NV 89511-1136

**Re: AFN 14-0104MH, McGinness Hills Project
Annual Compliance Report 2018**

Dear Ms. Osborne,

Pursuant to NAC 701A.620, I hereby acknowledge receipt of your Annual Compliance Report for the above referenced project. Your compliance report has been reviewed and the project is found to be in compliance with the terms of the Abatement Agreement.

This written notification will be forwarded to the Nevada Department of Taxation, County Assessor and Treasurer, and Board of County Commissioners.

Please remember that if your project experiences a significant change in scope, (as defined in NAC 701A.545), you will need to provide notice to the Governor's Office of Energy.

Should you have any questions, please contact Laura Wickham at (775) 687-1850 x 7308 or by email at lwickham@energy.nv.gov.

Sincerely,

A handwritten signature in cursive script, appearing to read "Angela Dykema".

Angela Dykema
Director

CC: Jeffrey Mitchell, Nevada Department of Taxation
Lander County Assessor
Lander County Treasurer
Lander County Board of Commissioners



755 North Roop Street, Suite 202
Carson City, NV 89701
Office: (775) 687-1850
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GOVERNOR'S OFFICE OF ENERGY

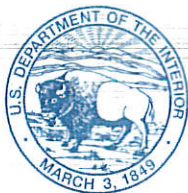
**ANNUAL COMPLIANCE REPORT
SUMMARY
FOR RENEWABLE ENERGY TAX ABATEMENT PARTICIPANTS**

Project Name: Ormat McGinness Hills
AFN: 14-0104MH

Project Description: An operational 52 MW nameplate geothermal power plant located in Lander County. The project includes 9.01 miles of transmission line.

Abatement Effective Date: March 31, 2014

Summary of Compliance Information			
Average Wage to Operational Employees	\$42.65	Required Wage per Statute	\$23.83
Current Business License	YES		



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/nevada>

In Reply Refer To:
3809 (NVB01000)
NVN-092893

JUN - 4 2018

Dear Interested Public:

The Bureau of Land Management, Mount Lewis Field Office, has completed its analysis of the Gullsil, LLC Prospect Mountain Project and has provided the Environmental Assessment for a 30-day public comment period.

The proposal is to conduct mineral exploration and underground mining activities on patented and unpatented mining claims in the Eureka Mining District, located about 3.5 miles southwest of the town of Eureka in Eureka County, Nevada. The proposed Prospect Mountain Project (Project) would be located on public land administered by the U.S. Bureau of Land Management (BLM) and on private land controlled by Gullsil.

The EA and other relevant documents are available on the BLM ePlanning webpage at <https://go.usa.gov/xQfEV> and hardcopies of these documents are available for review at the MLFO at the above address during regular business hours, 7:30 a.m. to 4:30 p.m., Monday through Friday.

The Public comment period ends June 29, 2018.

If you have any questions or require clarification on this EA, please call Kevin Hurrell, Planning and Environmental Coordinator at (775) 635-4000.

Sincerely,

For

Jon D. Sherve
Field Manager
Mount Lewis Field Office