LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 1

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

Public comment.

Background:

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

Recommended Action:

No specific action is necessary on this agenda item.

DOC # 0264436

06/28/2012 03:05 PM

Official Record

Recording requested By
LANDER COUNTY CLERK

Lander County - NV

Idonna Trevino - Recorder

Fee: Page 1 of 3

RPTT: Recorded By: TO

Book- 634 Page- 0583

0264436

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

RESOLUTION NO. 2012-06 TO AUGMENT THE FY 2011-2012 BUDGET

TITLE OF DOCUMENT

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

RESOLUTION NO. 2012-06

Of The Board of Lander County Commissioners

A RESOLUTION TO AUGMENT THE FY 2011-2012 BUDGET OF THE GENERAL FUND (001), ROAD & BRIDGE FUND (002), INDIGENT FUND (003), STATE MEDICAL INDIGENT FUND (004), AG FUND (005), AGED SERVICES FUND (009), LANDFILL FUND (011), AIRPORT FUND (012), BUILDING & EQUIPMENT FUND (029), CAPITAL ACQUISITION FUND (031), CULTURE & RECREATION FUND (052), CONSTRUCTION OF CAPITAL PROJECTS FUND (055), EMERGENCY MAINTENANCE FUND (056), GENETIC MARKER FUND (088), WATER FUND (226), SEWER FUND (236), TECHNOLOGY FUND (300), AND THE AIRPORT CAPITAL FUND (380)

WHEREAS, certain areas of the approved budget require changes based on requests from department heads or elected officials which changes are specifically described and detailed below; and

WHEREAS, certain areas of the approved budget require changes to reflect budgeting according to generally accepted accounting principles which changes are specifically described and detailed below; and

WHEREAS, FY 11-12 distribution of Net Proceeds being more than anticipated; it is the desire of the Lander County Board of Commissioners to distribute $2,082,452.10 to the General Fund (001), $90,000 to Road & Bridge Fund (002), $50,000 to Indigent Fund (003), $1,464,643.36 to State Medical Indigency Fund (004), $750.00 to Agriculture Fund (005), $13,000 Aged Services Fund (009), $1,731,780.58 to Landfill Fund (011), $500,000 to Airport Fund (012), $3,161,469.29 to Building & Equipment Fund (029), $545,829.83 to Capital Acquisition Fund (031), $305,000 to Culture & Recreation Fund (052), $20,282,929.96 to CCP Fund (055), $2,000,000 to Emergency Maintenance Fund (056), $10,750 to Water Fund (226), $10,750 to Sewer Fund (236), $1,159,051.47 to Technology Fund (300), and $2,750,000 to Airport Capital (380); and

WHEREAS, FY 11-12 Payments in Lieu of Tax (PILT) distribution to the Culture and Recreation Fund (052) being more than anticipated; it is the desire of the Lander County Board of Commissioners to designate $400,000 to be used for the greens renovation at the Golf Course Dept. (052); and

WHEREAS, in the General Fund (001), it is the desire of the Lander County Board of Commissioners to fund $20,000 for additional unanticipated PERS cost in Commission Dept. (001), $23,975 to fund a full time Deputy Clerk position in Clerk Dept. (002), $22,550 to fund a full time Building Planning Tech in Building Dept. (008), and to fund Intergovernmental General Expense Dept. (050) $27,000 for a grant to Austin S&W #2, $250,000 for a grant to fund expenditures for the Austin S&W #2 Arsenic Project, $75,000 for additional expenditures for the Austin Loneliest Highway Project and $2,400 for a grant to Kingston Water to purchase a billing system; and

WHEREAS, certain areas of the approved budget require changes to properly reflect statutory requirements: in order to cover percent's based on 1990-1991 SCCRT Factor pursuant to NRS 354.59815(2) in the Capital Acquisition Fund (031), Lander County Board of Commissioners desires to fund an additional $4,530 for transfer to Austin Capital Acquisition, $26,675 for transfer to Battle

Mountain Capital Acquisition, and $1,960 for transfer to Kingston Capital Acquisition due to the unanticipated distribution of Net Proceeds; and

WHEREAS, an appropriation of $300,000 was established in the Culture and Recreation Fund (052) to replace unsafe park equipment for Elquist and Bert T. Gondolfo Parks from unanticipated Net Proceeds; and

WHEREAS, in the Genetic Marker Testing Fees Fund (088), the Lander County Clerk desires to fund an additional $1,000 for additional revenues and $1,000 for expenditures from the Genetic Marker Testing Fees being higher than anticipated for the year ending June 30, 2012; and

NOW, THEREFORE BE IT RESOLVED, that the FY 2011-2012 budget be changed in accordance with this resolution:

PASSED AND ADOPTED this 28TH day of June 2012.

THOSE VOTING AYE:	Commissioner	Steven Stienmetz
	Commissioner	Brian Garner
	Commissioner	David Mason
	Commissioner	Ray Williams Jr.
	Commissioner	
THOSE VOTING NAY:	Commissioner	
THOSE ABSENT:	Commissioner	Dean Bullock

~~**DEAN BULLOCK, Chair**~~ Steven Stienmetz - Vice Chair
Lander County Board of Commissioners

ATTEST: Sadie Sullivan
SADIE SULLIVAN
Lander County Clerk

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 2

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of Resolution No. 2012-06, a resolution to augment the FY 2011-2012 budget and other matters properly relating thereto.

Public comment.

Background:

Resolution No. 2012-06, a resolution to augment the FY 2011-2012 budget, is presented for Commission consideration.

This is the date and **9:20 a.m.** is the time noticed to conduct a public hearing to accept public testimony and input on a proposed augmentation of FY 2011-2012 budget.

Resolution No. 2011-10, a Resolution augmenting the Fiscal Year 2010-2011 Budget, is presented for Commission consideration.

This Resolution augments the Lander County General Fund (001), Road and Bridge Fund (002), State Medical Indigent Fund (004), Agriculture Extension Fund (005), Aged Services Fund (009), Landfill Fund (011), Austin Capital Acquisition Fund (019), Building and Equipment Fund (029), Capital Acquisition Fund (031), Culture and Recreation Fund (052), Battle Mountain Capital Acquisition Fund (054), Construction of Capital Projects Fund (055), Battle Mountain Water Fund (226), Battle Mountain Sewer Fund (236), Technology Fund (300) and the Airport Capital Fund (380). The specific resources for augmentation of each fund are delineated within the Resolution.

This budget augmentation was appropriately noticed and all documentation prepared to meet the provisions and requirements of Nevada Revised Statutes (NRS) 354.598005 and Nevada Administrative Code (NAC) 354.400 through 354.490.

CLOSE THE PUBLIC HEARING AND RECONVENE THE REGULAR MEETING

Recommended Action:

It is recommended that the Commission approve and adopt Resolution No. 2011-10, a Resolution augmenting the Fiscal Year 2010-2011 Lander County Budget, providing for augmentation of the Lander County General Fund (001), Road and Bridge Fund (002), State Medical Indigent Fund (004), Agriculture Extension Fund (005), Aged Services Fund (009), Landfill Fund (011), Austin Capital Acquisition Fund (019), Building and Equipment Fund (029), Capital Acquisition Fund (031), Culture and Recreation Fund (052), Battle Mountain Capital Acquisition Fund (054), Construction of Capital Projects Fund (055), Battle Mountain Water Fund (226), Battle Mountain Sewer Fund (236), Technology Fund (300) and the Airport Capital Fund (380), applying the specific resources as identified within the Resolution.

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 2

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of Resolution No. 2012-06, a resolution to augment the FY 2011-2012 budget and other matters properly relating thereto.

Public comment.

Background:

Resolution No. 2012-06, a resolution to augment the FY 2011-2012 budget, is presented for Commission consideration.

This is the date and **9:20 a.m.** is the time noticed to conduct a public hearing to accept public testimony and input on a proposed augmentation of FY 2011-2012 budget.

Resolution No. 2011-10, a Resolution augmenting the Fiscal Year 2010-2011 Budget, is presented for Commission consideration.

This Resolution augments the Lander County General Fund (001), Road and Bridge Fund (002), State Medical Indigent Fund (004), Agriculture Extension Fund (005), Aged Services Fund (009), Landfill Fund (011), Austin Capital Acquisition Fund (019), Building and Equipment Fund (029), Capital Acquisition Fund (031), Culture and Recreation Fund (052), Battle Mountain Capital Acquisition Fund (054), Construction of Capital Projects Fund (055), Battle Mountain Water Fund (226), Battle Mountain Sewer Fund (236), Technology Fund (300) and the Airport Capital Fund (380). The specific resources for augmentation of each fund are delineated within the Resolution.

This budget augmentation was appropriately noticed and all documentation prepared to meet the provisions and requirements of Nevada Revised Statutes (NRS) 354.598005 and Nevada Administrative Code (NAC) 354.400 through 354.490.

CLOSE THE PUBLIC HEARING AND RECONVENE THE REGULAR MEETING

Recommended Action:

It is recommended that the Commission approve and adopt Resolution No. 2011-10, a Resolution augmenting the Fiscal Year 2010-2011 Lander County Budget, providing for augmentation of the Lander County General Fund (001), Road and Bridge Fund (002), State Medical Indigent Fund (004), Agriculture Extension Fund (005), Aged Services Fund (009), Landfill Fund (011), Austin Capital Acquisition Fund (019), Building and Equipment Fund (029), Capital Acquisition Fund (031), Culture and Recreation Fund (052), Battle Mountain Capital Acquisition Fund (054), Construction of Capital Projects Fund (055), Battle Mountain Water Fund (226), Battle Mountain Sewer Fund (236), Technology Fund (300) and the Airport Capital Fund (380), applying the specific resources as identified within the Resolution.

NOTICE OF INTENTION TO ACT ON RESOLUTION TO AUGMENT FY 2011-2012 BUDGET

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Lander County, State of Nevada, will act on Lander County Resolution No. 2012-06, a resolution to augment the FY 11-12 budget of the General Fund (001), Road & Bridge Fund (002), State Medical Indigent Fund (004), Agricultural Extension Fund (005), Aged Services Fund (009), Landfill Fund (011), Austin Capital Acquisition Fund (019), Building & Equipment Fund (029), Capital Acquisition Fund (031), Culture & Recreation Fund (052), B.M. Capital Acquisition Fund (054), Construction of Capital Projects Fund (055), Water Fund (226), Sewer Fund (236), Technology Fund (300) and the Airport Capital Fund (380) at a Regular Meeting of June 28th, 2012. This action will take place at 9:20 a.m. in the Commission Chamber of the Lander County Courthouse, 315 South Humboldt Street, Battle Mountain, Nevada 89820.

All persons are invited to attend and be heard. Prior to the meeting, written comments may be filed with Rogene Hill, Lander County Finance Director, for consideration. For further information concerning the budget augmentation process, please contact Rogene Hill at (775) 635-2573.

/s/ SADIE SULLIVAN
Lander County Clerk & Ex-Officio Clerk of
the Board of Lander County Commissioners

Publish: June 19, 2012

#2

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 3

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of Resolution No. 2012-10, a resolution to un-commit and re-commit ending fund balances and other matters properly related thereto.

Public comment.

Background:

Resolution No. 2012-10, a resolution to un-commit and re-commit ending fund balances, is presented for Commission consideration.

Resolution No. 2012-10 replaces the provisions of various resolutions committing ending fund balances of the Building and Equipment Fund (029), Emergency Fund (056), Lander County Airports Capital Improvements Fund (380) and the Court Facilities Capital Fund (385), which were passed by the Commission during the regular meetings held June 9th and 23rd, 2011.

Passage and adoption of Resolution 2012-10 maintains compliance with the provisions of Governmental Accounting Standards Board (GASB) Statement 54, ***Fund Balance Reporting and Governmental Fund Type Definitions***, issued for implementation during Fiscal Year 2011-2011. GASB is the organization that establishes, improves and implements the standards relative to Governmental Accounting, Auditing and Financial Reporting (GAAFR).

Resolution No. 2011-08, passed by the Commission during the regular meeting held June 9, 2011, established the fund balance policies for Lander County, per the requirements of GASB Statement 54. The Resolution also implemented Lander County Standard Practice No. 2011-02, defining the categories of fund balance designations, setting forth the authority of the Lander County Board of Commissioners to set aside funds as "committed" for specific purposes, and delegating the authority to assign fund balance for specific purposes to the Lander County Finance Director.

Recommended Action:

It is recommended that the Commission pass and adopt Resolution No. 2012-10, a Resolution to un-commit and re-commit fund balances of the Building and Equipment Fund (029), Emergency Fund (056), Lander County Airports Capital Improvements Fund (380) and the Court Facilities Capital Fund (385), maintaining compliance with the provisions of Governmental Accounting Standards Board (GASB) Statement 54.

DOC # 0264437
06/28/2012 03:06 PM
Official Record
Recording requested By
LANDER COUNTY CLERK
Lander County - NV
Idonna Trevino - Recorder
Fee: Page 1 of 3
RPTT: Recorded By: TO
Book- 634 Page- 0586
0264437

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

RESOLUTION NO. 2012-10 TO UN-COMMIT & RE-COMMIT ENDING FUND BALANCES

TITLE OF DOCUMENT

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

RESOLUTION NO. 2012-10

Of The Board of Lander County Commissioners

A RESOLUTION TO UN-COMMITT AND RE-COMMITT ENDING FUND BALANCES

WHEREAS, Committed Fund Balance consists of funds that are set aside for specific purposes by the Lander County Board of Commissioners. These committed amounts cannot be used for any other purpose unless the Governing Board removes or changes the specific uses through Resolution; and

WHEREAS, the Building and Equipment Fund (029) is used to accrue funds under a "pay as you go" program to provide funding for future maintenance and projects involving replacement of equipment and buildings. The Lander County Board of Commissioners desires to **un-commit** ending fund balance for the purpose of funding $2,814,235 based on the FY 11-12 budget plan for this fund and **re-commit** all ending fund balance for the purpose of funding all future budgeted expenditures; and

WHEREAS, the Emergency Fund (056) is used for extraordinary maintenance, repair or improvement of capital projects and the Lander County Board of Commissioners desire to commit all ending fund balance to be used for the purpose of this fund ; and

WHEREAS, the Lander County Airports Capital Improvements Fund (380) is used to account for capital projects at the Battle Mountain Airport and the Austin Airport which is financed primarily by grants from the Federal Aviation Administration with matching funds provided from other County sources. Lander County Board of Commissioners desire to **un-commit** all ending fund balance for the purpose of the County funding the Austin Fuel System in the amount of $250,000 and the FY 11-12 projects and all future projects for both Airports and **re-commit** all ending fund balance to be used for the purpose of funding all future projects for both airports which require matching funds for the approved projects from the Federal Aviation Administration; and

WHEREAS, the purpose of the Court Facilities Capital Fund (385) is to account for the financing and construction of future court facilities in the County and ending fund balance is committed for the planning, design, and construction of the court facilities; and

NOW, THEREFORE BE IT RESOLVED, that the Lander County Board of Commissioners have committed ending fund balance for the stated purposes.

PASSED AND ADOPTED this 28th day of June 2012.

THOSE VOTING AYE:

Commissioner Steven Stienmetz

Commissioner Brian Garner

Commissioner David Mason

Commissioner Ray Williams Jr.

Commissioner _____

THOSE VOTING NAY: Commissioner _____

THOSE ABSENT: Commissioner Dean Bullock

~~DEAN BULLOCK, Chair~~ Steven Stienmetz - Vice Chair
Lander County Board of Commissioners

ATTEST: Sadie Sullivan
SADIE SULLIVAN
Lander County Clerk

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 4

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of Resolution No. 2012-11, a resolution setting the FY 2012-2013 tax rate for the Cooperative Extension (Agricultural Extension) and other matters properly related thereto.

Public comment.

Background:

Resolution No. 2012-11, a Resolution setting the Fiscal Year 2012-2013 tax rate for the Cooperative Extension (Agricultural Extension), is presented for Commission consideration.

Pursuant to the provisions of Nevada Revised Statutes (NRS) 549.0202(2), a Board of County Commissioners is required to approve a resolution each year in which the ad valorem tax rate for the support of the Cooperative Extension Fund exceeds 0.0100 per $100.00 of assessed value. The tax rate used for the upcoming Fiscal Year 2012-2013 Lander County Budget for the support of the Cooperative Extension Fund is $0.0150 per $100.00 of assessed value, excluding the Net Proceeds of Minerals Tax.

Recommended Action:

It is recommended that the Commission approve Resolution No. 2012-11, a Resolution of the Board of Lander County Commissioners setting the Fiscal Year 2012-2013 tax rate for support of the Cooperative Extension (Agricultural Extension) Fund at $0.0150 per $100.00 of assessed value, excluding the Net Proceeds of Minerals Tax.

DOC # 0264435
06/28/2012 03:04 PM
Official Record
Recording requested By
LANDER COUNTY CLERK
Lander County - NV
Idonna Trevino - Recorder
Fee: Page 1 of 2
RPTT: Recorded By: TO
Book- 634 Page- 0581
0264435

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

RESOLUTION NO. 2012-11 SETTING THE FY 2012-2013 TAX RATE FOR THE COOPERATIVE EXTENSION (AGRICULTURAL EXTENSION)

TITLE OF DOCUMENT

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

RESOLUTION NO. 2012-11

Of The Board of Lander County Commissioners

A RESOLUTION SETTING THE FY2012-2013 TAX RATE FOR THE COOPERATIVE EXTENSION (AGRICULTURAL EXTENSION)

WHEREAS, Lander County Board of Commissioners used a tax rate of $0.0150 per $100 of an assessed value in calculating estimated revenue to be apportioned to the Cooperative Extension Fund for the 2012-2013 fiscal year; and

WHEREAS, Nevada Revised Statutes 549.0202(2) requires the Lander County Board of Commissioners to pass a resolution annually if the rate is greater than $0.01 per $100 of assess value.

NOW, THEREFORE, BE IT RESOLVED, that the Lander County Board of Commissioners hereby approve the rate of $0.0150 per $100 of assessed value, excluding the Net Proceeds of Mines, for use in the Cooperative Extension (Agricultural Extension) Fund for the 2012-2013 fiscal year.

PASSED AND ADOPTED this 28th day of June 2012.

THOSE VOTING AYE: **Commissioner** Steven Stienmetz

Commissioner David Mason

Commission Brian Garner

Commissioner Ray Williams Jr.

Commissioner _____

THOSE VOTING NAY: **Commissioner** _____

THOSE ABSENT: **Commissioner** Dean Bullock

Steven Stienmetz

DEAN BULLOCK, Chair
Lander County Board of Commissioners

ATTEST:

Sadie Sullivan

SADIE SULLIVAN
Lander County Clerk

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 5

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of Resolution No. 2012-12, a resolution to establish fund balance policies as required by Governmental Accounting Standards Board (GASB) Statement Number 54 and other matters properly related thereto.

Public comment.

Background:

Resolution No. 2012-12, a resolution to establish fund balance policies as required by Governmental Accounting Standards Board (GASB) Statement Number 54, is presented for Commission consideration.

The Governmental Accounting Standards Board (GASB) is the organization that establishes, improves and implements the standards relative to Governmental Accounting, Auditing and Financial Reporting (GAAFR). GASB has issued Statement 54, *Fund Balance Reporting and Governmental Fund Type Definitions* for implementation during the Fiscal Year 2010-2011.

Resolution No. 2012-12 replaces Resolution No. 2011-08, passed and adopted by the Commission during the regular meeting of June 9, 2011. This Resolution establishes the fund balance policies for Lander County, per the requirements of GASB Statement 54.

Recommended Action:

It is recommended that the Commission pass and adopt Resolution No. 2012-12, a resolution to establish fund balance policies as required by Governmental Accounting Standards Board (GASB) Statement Number 54, replacing Resolution No. 2011-08, passed and adopted by the Commission during the regular meeting of June 9, 2011.

DOC # 0264434
06/28/2012 03:02 PM
Official Record
Recording requested By
LANDER COUNTY CLERK
Lander County - NV
Idonna Trevino - Recorder
Fee: Page 1 of 4
RPTT: Recorded By: TO
Book- 634 Page- 0577
0264434

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

RESOLUTION NO. 2012-12 TO ESTABLISH FUND BALANCE POLICIES AS REQUIRED BY GOVERNMENTAL ACCOUNTING STANDARDS (GASB) STATEMENT NUMBER 54

TITLE OF DOCUMENT

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

RESOLUTION No. 2012-12

A RESOLUTION OF THE LANDER COUNTY BOARD OF COMMISSIONERS TO ESTABLISH FUND BALANCE POLICIES AS REQUIRED BY GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NUMBER 54

WHEREAS, the County of Lander is a political subdivision of the State of Nevada; and

WHEREAS, the Governmental Accounting Standards Board (GASB) has adopted Statement Number 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions*, that became effective in Fiscal Year 2010-2011, and

WHEREAS, the Board of Commissioners of Lander County is the governing body of Lander County and wishes to comply with GASB 54, as required, beginning with the current fiscal year (2010-2011), and

WHEREAS, it is the policy of Lander County to provide sound budget development and financial reporting guidance in compliance with Generally Accepted Accounting Principles (GAAP), Governmental Accounting, Auditing and Financial Reporting (GAAFR) Standards and the Statements and Standards of the Governmental Accounting Standards Board (GASB), and

WHEREAS, it is the policy of Lander County to preserve the maximum allowable measure of flexibility throughout the fiscal year in the budget development and management process, and

WHEREAS, it is the policy of Lander County to maintain an accountable and credible Fund Balance Policy to ensure the strong fiscal position of the County;

NOW THEREFORE BE IT RESOLVED:

The Board of Lander County Commissioners amends Lander County Standard Practice Number 2011-02 - Fund Balance Classification and Reporting; which states in pertinent part:

Fund balance categories are established

Nonspendable Fund Balance
Restricted Fund Balance
Committed Fund Balance
Assigned Fund Balance
Unassigned Fund Balance

Order of spending of fund balance is established

Restricted fund balances enjoy a spending priority over **unrestricted** fund balances and will be spent **first**, unless legal requirements dictate otherwise.

Order of spending of Unrestricted Fund Balances is established

1) Committed funds
2) Assigned funds
3) Unassigned funds.

Authority and responsibilities are designated

The Board of County Commissioners has the authority to set aside **committed** funds to be used for a specific purpose through passage of a resolution. Formal action, through passage by majority vote of the Board of a resolution must be taken to reverse, revise or change such action. A resolution to establish, reverse, revise or change the set aside of **committed** funds must be completed prior to the end of the current fiscal year, (i.e.; June 30) and must include any formula or process used to determine the actual amount of funding set aside as **committed.**

The Lander County Finance Director has been designated the authority to **assign** fund balances intended for use for a specific project or purpose and is responsible to report any funds set aside as **assigned** fund balance to the Board of County Commissioners at their next regular meeting after such designation.

The Lander County Finance Director has the responsibility to report all **nonspendable** funds appropriately in the County's Annual Financial Statements.

Unassigned fund balance is defined and process to access established

Unassigned fund balance is the residual amount of fund balance in the General Fund and represents the resources available for future spending in a subsequent budget year.

Access to the **unassigned** fund balance, in the event of revenue shortfalls or an unanticipated increase in expenditures within a fund, is through the **Budget Augmentation** process.

Minimum level of Unrestricted fund balance is established

A minimum level of Unrestricted fund balance for the Lander County General Fund is established at 8.3% of total expenditures, less any amounts budgeted within the fund for "Capital Improvements" or "Capital Expenditures" to provide for continuing operations of County General Fund Operations through the first month of the ensuing fiscal year.

Adopted this 28th day of June, 2012.

THOSE VOTING AYE:

Steven Stienmetz

Brian Garner

David Mason

Ray Williams Jr.

THOSE VOTING NAY:

Attest:

Steven Stienmetz - Vice Chair

~~Mr. Dean Bullock, Chairman~~
Lander County Board of Commissioners

Sadie Sullivan

Sadie Sullivan, Clerk
Lander County

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 6

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of Resolution No. 2012-08, a resolution certifying the Ad Valorem (property) tax rate required for Fiscal Year July 1, 2012 through June 30, 2013 in accordance with Nevada Revised Statutes (NRS) 361.460 and other matters properly related thereto.

Public comment.

Background:

Resolution No. 2012-08, a resolution certifying the Ad Valorem (property) tax rate required for Fiscal Year July 1, 2012 through June 30, 2013 in accordance with Nevada Revised Statutes (NRS) 361.460, is presented for Commission consideration.

Pursuant to the provisions of Nevada Revised Statutes (NRS) 361.460, Resolution No. 2012-08, a resolution certifying the Ad Valorem (property) tax rates required for the Lander County, Lander County School District, Lander County Hospital District, Town of Austin, Town of Battle Mountain, Town of Kingston and the Lander County Combined Water and Sewer District #2 Fiscal Year 2012 – 2013 budgets, is presented for the purpose of levying the specific ad valorem (property) tax rates by the Board of County Commissioners. The statute provides that each of the Boards of County Commissioners within the state of Nevada shall hold a meeting to levy the ad valorem (property) tax rates as certified by the Nevada Tax Commission.

Lander County Treasurer Grace Powrie will present Resolution No. 2012-08 and the schedule of the Fiscal Year 2012-2013 ad valorem (property) tax rates for all pertinent entities within Lander County to the Commission.

Recommended Action:

It is recommended that the Commission approve and adopt Resolution No. 2012-08, a Resolution certifying the Ad Valorem (property) tax rates required for Lander County, Lander County School District, Lander County Hospital District, Town of Austin, Town of Battle Mountain, Town of Kingston and the Lander County Combined Water and Sewer District #2 for Fiscal Year July 1, 2012 through June 30, 2013 in accordance with NRS 361.460.

AGENDA REQUEST FORM

MEETING DATE: June 26, 2012

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

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

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

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

WHO WILL BE ATTENDING THE MEETING: *Grace Powrie*

JOB TITLE: *Lander County Treasurer*

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

To approve/disapprove Resolution #2012-08 to levy the 2012-13 tax rates and other matters properly relating thereto

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

Approve Resolution #2012-08 to levy the 2012-13 tax rates

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

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

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

Grace Powrie

MEETING DATE: June 26, 2012

#6

I move to approve Resolution # 2012-08, per NRS 361.460. The Board of County Commissioners of Lander County, now, that the Nevada Tax Commission has certified the combined ad valorem (property) tax rate, that the levy of taxes in Lander County for the fiscal period beginning July 1, 2012 through June 30, 2013, shall be in accordance with the following schedule for each fund on $100 of property:

State	.1700
County	1.9243
School	.7500
Hospital	.5109
BASE	3.3552

SPECIALS:

Sewer & Water District #2	.0677
Austin Town	.2213
Battle Mountain Town	.0500
Kingston Town	.3048

I move to approve Resolution #2012-08, per NRS 361.460. The Board of County Commissioners of Lander county, now, that the Nevada Tax Commission has certified the combined ad valorem (property) tax rate, that the levy of taxes in Lander County for the fiscal period beginning July 1, 2012 through June 30, 2013, shall be in accordance with the following schedule for each fund on $100 of property:

State		.1700
County		1.9243
School		.7500
Hospital		.5109
	BASE	3.3552

SPECIALS:

Sewer & Water District #2	.0677
Austin Town	.2213
Battle Mountain Town	.0500
Kingston Town	.3048

RESOLUTION NO. 2012-08
OF THE BOARD OF LANDER COUNTY COMISSIONERS

A Resolution by the Lander County Commissioners, State of Nevada, Certifying the Ad Valorem (property) Tax Rate Required for the Fiscal Year July 1, 2012 through June 30, 2013 in Accordance with NRS 361.460.

WHEREAS, NRS 361.460 states, " Immediately after the Nevada Tax Commission shall certify the combined tax rate, the Board of County Commissioners shall by resolution proceed to levy the tax rate required for the fiscal period beginning the succeeding July 1, designating the number of cents of each $100 of property levied for each fund."

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Lander County, now, that the Nevada Tax Commission has certified the combined tax rate, that the levy of taxes in Lander County for the fiscal period beginning July 1, 2012, shall be in accordance with the following schedule for each fund on $100 of property:

State	.1700
County	1.9243
School	.7500
Hospital	.5109
BASE	3.3552
SPECIALS:	
Sewer & Water District #2	.0677
Austin Town	.2213
Battle Mountain Town	.0500
Kingston Town	.3048

PASSED AND ADOPTED this 26th day of June, 2012.

THOSE VOTING AYE: Commissioner Steven Stienmetz
Commissioner Dean Bullock
Commission Dave Mason
Commissioner Brian Garner
Commissioner Ray Williams Jr.

THOSE VOTING NAY: None

THOSE ABSENT: None

_____

DEAN BULLOCK, CHAIR OF THE LANDER COUNTY COMMISSIONS

ATTEST:_____

Sadie Sullivan
Lander County Clerk

DOC # 0264427
06/28/2012 11:46 AM
Official Record
Recording requested By
LANDER COUNTY CLERK
Lander County - NV
Idonna Trevino - Recorder
Fee: Page 1 of 2
RPTT: Recorded By: TO
Book- 634 Page- 0503
0264427

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

RESOLUTION NO. 2012-08 CERTIFYING THE AD VALOREM (PROPERTY) TAX RATE

TITLE OF DOCUMENT

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

RESOLUTION NO. 2012-08
OF THE BOARD OF LANDER COUNTY COMMISSIONERS

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State	.1700
County	1.9243
School	.7500
Hospital	.5109
BASE	3.3552
SPECIALS:	
Sewer & Water District #2	.0677
Austin Town	.2213
Battle Mountain Town	.0500
Kingston Town	.3048

PASSED AND ADOPTED this 28th day of June, 2012.

THOSE VOTING AYE: **Commissioner Steven Stienmetz**
Commissioner Dave Mason
Commissioner Brian Garner
Commissioner Ray Williams Jr.

THOSE VOTING NAY: **None**

THOSE ABSENT: **Commissioner Dean Bullock**

STEVEN STIENMETZ, CHAIR OF THE LANDER COUNTY COMMISSIONERS

ATTEST: Sadie Sullivan
Sadie Sullivan
Lander County Clerk

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 7

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding letter on one (1) year delinquent taxes per Nevada Revised Statutes (NRS) 361.5648 and 361.565 and other matters properly relating thereto.

Public comment.

Background:
Discussion regarding letter on one (1) year delinquent taxes per Nevada Revised Statutes (NRS) 361.5648 and NRS 361.565 is brought before the Commission for consideration.

Lander County Treasurer Grace Powrie will present information to the Commission on this item.

Recommended Action:
Treasurer Powrie will make any recommendations for action by the Commission on this item.

AGENDA REQUEST FORM

MEETING DATE: **June 26, 2012**

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

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

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

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

WHO WILL BE ATTENDING THE MEETING: *Grace Powrie*

JOB TITLE: *Lander County Treasurer*

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

Discussion regarding letter on 1 year delinquent taxes per NRS 361.5648 and NRS 361.565 and other matters properly relating thereto:

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

Discussion only

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES (NO)

AMOUNT:

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

WHEN?

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

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

FOR REVIEW BY:

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

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

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

Grace Powrie

MEETING DATE: **June 26, 2012**

7

Lander County Treasurer
GRACE POWRIE

Treasurer
Grace Powrie

Senior Deputy Treasurer
Rebecca Murphy

315 South Humboldt Street
Battle Mountain, Nevada 89820
Phone: (775) 635-5127
Fax: (775) 635-5593

Deputy Treasurer
Darlene Torrence

Deputy Treasurer
Justi Johnson

June 4, 2012

To: Board of Lander County Commissioners

RE: Issuance of Affidavit and Legal Advertisement of Delinquent Taxpayers

Pursuant to NRS 361.5648, the undersigned does hereby affirm that each taxpayer was given due notice by first-class mail of the delinquency with respect to each parcel. Four Hundred Seventy-Three (473) parcels were delinquent in payment of taxes due for 2011-12. Three Hundred Two (302) envelopes were mailed. Eight (8) envelopes were returned as undeliverable with "no forwarding address" as of May 15, 2012. Eleven (11) notices were within the envelopes determined as undeliverable with "no forwarding address" as of May 15, 2012.

Pursuant to NRS 361.565, the undersigned does hereby acknowledge that Two Hundred Thirty (230) parcels were advertised in the Battle Mountain Bugle, as delinquent in payment of taxes due for 2011-12. Each taxpayer so listed was given due notice by first-class mail of the existing delinquency and the total amount to redeem with respect to each parcel. One Hundred Seventeen (117) envelopes were mailed. Eight (8) envelopes were returned. Eight envelopes were determined as undeliverable as of June 1, 2012. Thirteen (13) notices were within the envelopes determined as undeliverable as of June 1, 2012.

Very truly yours,

Grace Powrie

Grace Powrie
Lander County Treasurer and
Ex-Officio Tax Receiver

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 8

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of the following adjustments to the tax roll: a) adjustments to the 2008-2009 through 2011-2012 secured tax roll; b) adjustments to the 2005-2006 through 2011-2012 unsecured tax roll; and other matters properly related thereto.

Public comment.

Background:

Adjustments to the Lander County Tax Roll, including refunds of taxes, as follow:
a) adjustment to the 2008-09 secured roll
b) adjustment to the 2009-10 secured roll
c) adjustment to the 2010-11 secured roll
d) adjustment to the 2011-12 secured roll
e) adjustment to the 2005-06 unsecured roll
f) adjustment to the 2006-07 unsecured roll
g) adjustment to the 2007-08 unsecured roll
h) adjustment to the 2008-09 unsecured roll
i) adjustment to the 2009-10 unsecured roll
j) adjustment to the 2010-11 unsecured roll
k) adjustment to the 2011-2012 unsecured roll
are brought before the Commission for consideration.

Lander County Treasurer Grace Powrie will present information to the Commission on this item.

Recommended Action:

Treasurer Powrie will make any recommendations for action by the Commission on this item.

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 8

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of the following adjustments to the tax roll: a) adjustments to the 2008-2009 through 2011-2012 secured tax roll; b) adjustments to the 2005-2006 through 2011-2012 unsecured tax roll; and other matters properly related thereto.

Public comment.

Background:

Adjustments to the Lander County Tax Roll, including refunds of taxes, as follow:
a) adjustment to the 2008-09 secured roll
b) adjustment to the 2009-10 secured roll
c) adjustment to the 2010-11 secured roll
d) adjustment to the 2011-12 secured roll
e) adjustment to the 2005-06 unsecured roll
f) adjustment to the 2006-07 unsecured roll
g) adjustment to the 2007-08 unsecured roll
h) adjustment to the 2008-09 unsecured roll
i) adjustment to the 2009-10 unsecured roll
j) adjustment to the 2010-11 unsecured roll
k) adjustment to the 2011-2012 unsecured roll
are brought before the Commission for consideration.

Lander County Treasurer Grace Powrie will present information to the Commission on this item.

Recommended Action:

Treasurer Powrie will make any recommendations for action by the Commission on this item.

AGENDA REQUEST FORM

MEETING DATE: June 26, 2012

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

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

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

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

WHO WILL BE ATTENDING THE MEETING: *Grace Powrie*

JOB TITLE: *Lander County Treasurer*

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

To approve/disapprove adjustments to roll and other matters properly relating thereto

a. adjustment to 2008-09 secured roll
b. adjustment to 2009-10 secured roll
c. adjustment to 2010-11 secured roll
d. adjustment to 2011-12 secured roll
e. adjustment to 2005-06 unsecured roll
f. adjustment to 2006-07 unsecured roll
g. adjustment to 2007-08 unsecured roll
h. adjustment to 2008-09 unsecured roll
i. adjustment to 2009-10 unsecured roll
j. adjustment to 2010-11 unsecured roll
k. adjustment to 2011-12 unsecured roll

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

a. approve adjustment to 2008-09 secured roll
b. approve adjustment to 2009-10 secured roll
c. approve adjustment to 2010-11 secured roll
d. approve adjustment to 2011-12 secured roll
e. approve adjustment to 2005-06 unsecured roll
f. approve adjustment to 2006-07 unsecured roll
g. approve adjustment to 2007-08 unsecured roll
h. approve adjustment to 2008-09 unsecured roll
i. approve adjustment to 2009-10 unsecured roll
j. approve adjustment to 2010-11 unsecured roll
k. approve adjustment to 2011-12 unsecured roll

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES (NO)

AMOUNT:

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

WHEN?

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

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

FOR REVIEW BY:

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

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

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

Grace Powrie

MEETING DATE: June 26, 2012

#8

FISCAL YEAR 2011/12 ADJUSTMENTS FOR THE FOLLOWING YEARS

Adjustments from July 1, 2011 thru June 26, 2012

SECURED PROPERTY

date	parcel #	NAME	explanation	ad val/spec	2011-12	2010-11	2009-10	2008-09
7/21/2011	003-201-10	Lander County School District	Exempt- should not be billed		(85.34)		-	-
8/9/2011	003-091-33	Haines	deleted/transferred to 122 Toyiabe		(601.67)			
	003-091-34	Haines	deleted/transferred to 122 Toyiabe		(56.84)		-	-
	003-091-53	Haines	deleted/transferred to 122 Toyiabe		(77.30)			
	003-091-55	Haines	transferred to 122 Toyiabe from 003-091-33, 34, & 35		735.81			
12/8/2011	003-092-04	Lander County	added to roll/from County Exempt to Transport Espec.		107.79	99.81	-	-
	003-092-20	Lander County	added to roll/from County Exempt to Transport Espec.		93.92	86.96		
	003-092-21	Lander County	added to roll/from County Exempt to Transport Espec.		961.34	961.34		
1/9/2012	003-072-30	Petritz, Waren N. & Constance L	tax cap error sb 3% vs 8% per assessor		(76.86)			
4/11/2012	003-152-04	Lander County Treasurer	Kingston Town acquired per NRS 361.603		(8.54)	(7.91)	(7.31)	(6.78)
	003-191-04	Lander County Treasurer	Kingston Town acquired per NRS 361.603		(85.34)	(79.01)	(73.17)	(67.76)
5/22/2012	011-310-35	Torgerson	Trans mh from secured roll to unsecured roll		(443.59)	(506.80)	(550.12)	
				-			-	-
				-			-	-
				-				
TOTAL				$ -	$ 463.38	$ 554.39	$ (630.60)	$ (74.54)

Ad Valorem Taxes-SECURED	
2008-09	$ (74.54)
2009-10	$ (630.60)
2010-11	$ 554.39
2011-12	$ 463.38
Combined Adjustment for Secured during 2011-12	**$ 312.63**

UNSECURED PROPERTY

Adjustments from July 1, 2011 thru June 26, 2012

date	acct #	NAME	explanation		ad val/spec	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07	2005-06
7/25/2011	mh3431	Chukar Hills	MH billed in error-resides in Washoe County			(81.79)						
12/9/2011	mh3317	GE Modular Space	write off per assessor			(100.42)						
	mh3318	GE Modular Space	write off per assessor			(62.10)						
	mh3319	GE Modular Space	write off per assessor			(62.10)						
	mh3320	GE Modular Space	write off per assessor			(62.10)						
	mh3321	GE Modular Space	write off per assessor			(62.10)						
	mh3322	GE Modular Space	write off per assessor			(62.10)						
	mh3400	GE Modular Space	write off per assessor			(204.23)						
12/28/2011	eq5984	VFS Leasing Co.	year error-not entered-adjust bill			12,539.29	-					
2/3/2012	eq5761	Randy's Custom Cloth	deactivated-closed business									(55.30)
4/11/2012	eq5967	Smart Leasing Co.	duplicate bill-write off per assessor				(108.39)	(121.09)	(105.56)	(90.99)	(104.54)	(97.66)
5/22/2012	mh8717	Torgerson	Trans mh to unsecured roll from secured roll			443.59	506.80	550.12				
								-	-	-	-	-
TOTAL					$ -	$ 12,285.94	$ 398.41	$ 429.03	$ (105.56)	$ (90.99)	$ (104.54)	$ (152.96)

Ad Valorem Taxes-UNSECURED	
2005-06	$ (152.96)
2006-07	$ (104.54)
2007-08	$ (90.99)
2008-09	$ (105.56)
2009-10	$ 429.03
2010-11	$ 398.41
2011-12	$ 12,285.94
Combined Adjustment for Unsecured during 2011-12	**$ 12,659.33**

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 9

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of the following transfers of delinquent water/sewer accounts to the 2011-2012 secured tax roll: a) transfers according to Ordinance No. 2009-13 – Battle Mountain Water and Sewer; b) transfers according to Ordinance No. 2009-14 – Austin Water and Sewer District #2; and other matters properly relating thereto.

Public comment.

Background:
The transfers of delinquent water/sewer accounts to the 2011-12 secured tax roll: a) transfers according to Ordinance No. 2009-13 – Battle Mountain Water and Sewer; and b) transfers according to Ordinance No. 2009-14 – Austin Water and Sewer District #2, as presented by Lander County Treasurer Grace Powrie, are brought before the Commission for consideration.

Lander County Treasurer Grace Powrie will present information to the Commission on this item.

Recommended Action:
Treasurer Powrie will make any recommendations for action by the Commission on this item.

AGENDA REQUEST FORM

MEETING DATE: **June 26, 2012**

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

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

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

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

WHO WILL BE ATTENDING THE MEETING: *Grace Powrie*

JOB TITLE: *Lander County Treasurer*

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

To approve/disapprove the transfer of delinquent water/sewer accounts to the 2011-12 secured tax roll and other matters properly relating thereto

a. **Transfers according to Ordinance #2009-13 - Battle Mountain Water and Sewer**

b. **Transfers according to Ordinance #2009-14 - Water and Sewer District #2**

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

a. **Approve transfers to 2011-12 secured tax roll according to Ordinance # 2009-13**

b. **Approve transfers to 2011-12 secured tax roll according to Ordinance # 2009-14**

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES (NO)

AMOUNT:

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

WHEN?

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

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

FOR REVIEW BY:

CLERK		SHERIFF		J.P.	
ASSESSOR		WELFARE		D.A.	xxxx
BUILDING		PLANNING		TREASURER	xxxx
AIRPORT		RECORDER		SWIM POOL	
R & B		OTHER- Austin s/w #2	xxxx	HOSPITAL	
PUB WORKS	xxxx	GOLF		CIVIC CENTER	
FAIR/REC		EXECUTIVE DIRECTOR	xxxx	FINANCE DIRECTOR	xxxx

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

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

Grace Powrie

MEETING DATE: **June 26, 2012**

#9

Transfers from Water and Sewer to Secured 2011-12 Tax Roll

Parcel #	Legal Description	Service Address	Name	W/S Acct #	Amount of Lien
002-180-35	Lot 20 BME	615 Maple Court	Sicley, Ronald	010-1160-0-2	192.13
002-180-19	Lot 4 BME	635 Birch Court	Engelson, Jerry and Dianne C/S	010-1255-0-0	1,047.76
002-181-06	Par 2 D-3 Sullivan Par Map	410 E. 3rd Street	Pruett, Jeremy D & Tara	010-1322-0-6	838.98
002-106-06	Lot 15 + Block A Scotts Addition	235 E. Second Street	Boyer, Lou & Inez	010-1370-0-3	2,277.41
002-073-08	Lots 13-15 Blk J BM (TRL)	290 S Mountain Street	Itza, D A & A E & M & N J	010-1630-0-8	263.37
002-162-01	Blk 4-AKA Blk 5 EPA Lots 6 & 7	404 E 4th Street South	Smith, Benjamin W. II	010-2310-0-3	481.01
002-162-12	E2 Lots 13 & 14 Block 4 -aka 5	475 - T Good Street	Vega, Juan & Florence	010-2345-0-4	432.27
002-162-11	W 1/2 Lot 13 & 14 Block 4 -aka	475 E 5th Street	Mendez, Gonzalo & Deborah K.	010-2355-0-3	432.27
002-173-16	Lot 32 GCS	1035 Gold Creek	Kester, Amy L.	010-2660-0-2	1,064.74
002-172-09	Lot 22 GCS	692 E. Wilson Avenue	Erickson, Terry L. & Angel L.	010-2870-0-4	845.98
002-142-05	Lots 21-24 Block V SABM	555 S Galena Street	Dorian, Richard J.	010-3195-0-6	318.54
002-116-06	Lots 18-20 Block U SABM	147 E. Sixth Street	Dennis, Sam	010-3255-0-3	233.76
002-064-10	Lots 5 & 6 Block 4 BM	565 N First Street	Rodabough Family Trust	020-1475-0-6	469.86
002-052-06	Lot 1+ Block 7 B M , Units 1-10	296 North Second Street A	Acor, Tom and Imogean	020-1600-0-1	838.98
002-023-03	Lots 3-6 Block 9 Battle Mountain	165 N. Second Street	Lapeire, Juan P. & Hellen, Karen	020-1715-0-0	458.86
002-083-10	Lot 18 Blk 14 BM	670 N Trescott Street	Rodabough, Kelly	020-1875-0-3	302.03
002-083-13	Lot 21 Blk 14 BM	680 N Trescott Street	Rodabough, Kelly	020-1880-0-1	308.26
002-270-05	Par in 17/32/45	205 N Trescott Street	Venturacci, Eddie & Louie	020-1960-0-1	214.42
002-251-06	Lot 6 Block A BRS2	680 Brent Drive	Hamilton, Lyle & Clara	030-1295-0-6	887.74
002-412-06	Lot 6 Block B SCE	418 W. Antelope Drive	Russel, Trina L.	030-1775-0-3	777.97
002-411-08	Lot 8 Block A SCE	423 W. Antelope Drive	Carrera, Tammy	030-1785-0-2	187.30
002-412-22	Lot 22 Block B SCE	219 E. Antelope Drive	Enriquez, Asuncion & Maria A.	030-1945-0-2	217.40
002-412-21	Lot 21 Block B SCE	217 E. Antelope Drive	Hall, Peter & Afton	030-1950-0-2	199.45
002-394-03	Lot 3 Blk D BRS5	203 Middlegate	Linville, George A. & Veretta K.	030-2060-0-1	264.29
002-372-02	Lot 2 Block B Broyles Ranch Subdiv #3	405 Elquist Drive	Sanchez, Jose R. & Ofelia	030-2100-0-6	196.99
002-393-08	Lot 8 Block C BRS5	305 Eastgate Drive	Miller, Neil L. & Tracey M.	030-2110-0-0	838.98
002-381-14	Lot 14 Block A Broyles Ranch Unit #4	215 Clearwater Court	Martin, Anthony & McMurtrey, E.	030-2350-0-4	268.43
002-381-18	Lot 18 Blk A BRS 4	689 Broyles Ranch Road	Diaz, Julio A	030-2405-0-3	263.71
002-407-02	Lot 2 Block g LME2	324 Carson Road	Carrera, David D. Sr.	040-1155-0-2	193.45
002-407-05	Lot 5 Block G Lemaire MH Estates Unit #2	318 Carson Road	Osorio, Trinidad P. & Rosa	040-1190-0-0	576.52
002-407-09	Lot 9 Block G LME2	306 Carson Road	Baniki, Eugene F. Jr.	040-1230-0-2	184.72
002-423-02	Lot 2 Blk C LME3	203 Lupin Drive	Boltz, Eric J.	040-1470-0-1	234.64
002-423-05	Lot 5 Block C LME3	209 Lupin Drive	Dawson, Gary	040-1485-0-1	418.44
002-427-20	Lot 20 Blk F LME3	118 Cove Avenue	Fritsch, Loyal	040-1695-0-6	190.93
002-426-15	Lot 15 Block K LME3	120 Seventeenth Street	Lander County Treasurer	040-1840-0-4	781.70
002-426-07	Lot 7 Block K LME3	115 Illipah Lane	Carrera, Tammy	040-1895-1-1	187.27
002-425-02	Lot 2 Blk E LME 3	103 Congress Avenue	Gonzales, Manuel & Martinez J	040-1935-0-1	856.27
002-431-05	Lot 5 Block J Lemaire MH Estates Unit #3	109 Manhattan Drive	Jarman, Joseph A.	040-2090-0-0	332.73
002-330-24	Par A Berens Map # 197514	998 West Humboldt Street	Berens, Terence A Jr & Harry S	040-2579-0-0	947.08
002-342-05	Lot 5 Block A LME Unit #1	370 Lemaire Road	Payne, Joe B. Jr. & Susan	040-2645-0-0	936.72
011-122-02	Lot 2 Blk B MES	100 Mt Lewis Drive	Wilson, William J.	040-2830-0-0	67.93
Total					21,031.29

Transfers from Water and Sewer to Secured 2011-12 Tax Roll

Parcel #	Legal Description	Service Address	Name	W/S Acct #	Amount of Lien
001-067-02	Lots 6-9 Block 5 AN	57 Paul Street	Lander County Treasurer-Formerly Bleazard	111	227.48
001-248-03	Lots 1-2 Block 1 RA	221 Pony Street	Maestretti, Carolyn	17	227.42
001-216-04	S/R Lots 9-12 Block 45 AN	211 Water Street	Lander County Treasurer-Formerly Passmore	63	225.78
Total					680.68

To Approve Transfers from Battle Mountain Water and Sewer to The SECURED 2011-12 Tax Roll per Ordinance #2009-13 in the amount of $21,031.29.

To Approve Transfers from Lander County Combined Water and Sewer #2 to The SECURED 2011-12 Tax Roll per Ordinance #2009-14 in the amount of $680.68.

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 10

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of payment for delinquent water and sewer accounts for 2011-2012: a) to pay accounts according to Ordinance No. 2009-13 – Battle Mountain Water and Sewer; b) to pay accounts according to Ordinance No. 2009-14 – Austin Water and Sewer District #2; and other matters properly related thereto.

Public comment.

Background:
Payment for delinquent water and sewer accounts for 2011-12; a) to pay accounts according to Ordinance No. 2009-13 – Battle Mountain Water and Sewer; and, b) to pay accounts according to Ordinance No. 2009-14 – Austin Water and Sewer #2, is brought before the Commission for consideration.

Lander County Treasurer Grace Powrie will present information to the Commission on this item.

Recommended Action:
Treasurer Powrie will make any recommendations for action by the Commission on this item.

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 10

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of payment for delinquent water and sewer accounts for 2011-2012: a) to pay accounts according to Ordinance No. 2009-13 – Battle Mountain Water and Sewer; b) to pay accounts according to Ordinance No. 2009-14 – Austin Water and Sewer District #2; and other matters properly related thereto.

Public comment.

Background:

Payment for delinquent water and sewer accounts for 2011-12: a) to pay accounts according to Ordinance No. 2009-13 – Battle Mountain Water and Sewer; and, b) to pay accounts according to Ordinance No. 2009-14 – Austin Water and Sewer #2, is brought before the Commission for consideration.

Lander County Treasurer Grace Powrie will present information to the Commission on this item.

Recommended Action:

Treasurer Powrie will make any recommendations for action by the Commission on this item.

AGENDA REQUEST FORM

MEETING DATE: **June 26, 2012**

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

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

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

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

WHO WILL BE ATTENDING THE MEETING: *Grace Powrie*

JOB TITLE: *Lander County Treasurer*

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

To approve/disapprove payment for delinquent water and sewer accounts for 2011-12 and other matters properly relating thereto

a. **To pay accounts according to ordinance # 2009-13-Battle Mountain**

b. **To pay accounts according to ordinance # 2009-14-Austin Water and Sewer #2**

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

a. **Approve payment to Battle Mountain Water and Sewer for delinquent accounts 90 days or older per Ordinance # 2009-13**

b. **Approve payment to Austin Water and Sewer District #2 for delinquent accounts 90 days or older per Ordinance # 2009-14**

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES (NO)

AMOUNT:

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

WHEN?

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

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

FOR REVIEW BY:

CLERK		SHERIFF		J.P.	
ASSESSOR		WELFARE		D.A.	xxxx
BUILDING		PLANNING		TREASURER	xxxx
AIRPORT		RECORDER		SWIM POOL	
R & B		OTHER-Austin W/S #2	xxxx	HOSPITAL	
PUB WORKS	xxxx	GOLF		CIVIC CENTER	
FAIR/REC		EXECUTIVE DIRECTOR	xxxx	FINANCE DIRECTOR	xxxx

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

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

Grace Powrie

MEETING DATE: **June 26, 2012**

10

Net Proceed Apportionment 2011/2012 -Calendar YR 2011

General	*001-38040*	-
Road / Bridge	*002-38040*	-
Indigent	*003-38040*	-
Ag Ext	*005-38040*	-
Aged Serv	*009-38040*	-
Airport	*012-38040*	500,000.00
Airport Cap	*380-38040*	2,500,000.00
Culture	*052-38040*	-
Sub		**3,000,000.00**

Youth Serv	001-38040	14,220.15	
Youth Serv	*001-38040*	*748.43*	*14,968.58*
State (NACO)	004-38041	237,002.55	
State (NACO)	*004-38041*	*12,473.82*	*249,476.37*
St Med Ind	004-38040	1,034,911.12	
St Med Ind	*004-38040*	*54,469.01*	*1,089,380.13*
Cap Acq	031-38040	474,005.09	
Cap Acq	*031-38040*	*24,947.64*	*498,952.73*
Landfill	011-38040	1,502,596.15	
Landfill	*011-38040*	*79,084.01*	*1,581,680.16*
Public Safety	043-38040	-	
Public Safety	*043-38040*	-	-
Hospital	060-38040	8,072,306.74	
School	070-38040	11,850,127.33	
emergency maint	*056-38040*	*2,000,000.00*	
Landfill	*011-38040*	-	
Court Facility Cap	*385-38040*	-	
BM Water	*226-38040*	-	
BM Sewer	*236-38040*	-	
bldg/equip	*029-38040*	*3,000,000.00*	
culture/rec	*052-38040*	*5,000.00*	
CCP	*055-38040*	*18,964,808.72*	
3% commission	001-38045	1,589,264.23	
2% assessors	300-32223	1,059,509.49	
Sub		**49,975,474.48**	
	direct dep	**52,975,474.48**	
		52,975,474.48	

LANDER COUNTY, NEVADA

MAKE CHECK PAYABLE TO

NAME: Battle Mountain Water and Sewer
ADDRESS:
315 South Humboldt Street
Battle Mountain, Nevada 89820

VOUCHER	DESCRIPTION			AMOUNT
6/28/2012	40 Battle Mountain delinquent			
	Water and Sewer Accounts TO PAY IN FULL AND			
	transfer to 2011-12 Real Property Tax Roll			
	Service Address	**Name**	**W/S Acct #**	**Amount of Lien**
	615 Maple Court	Sicley, Ronald	010-1160-0-2	**192.13**
	635 Birch Court	Engelson, Jerry and Dianne C/S	010-1255-0-0	**1,047.76**
	410 E. 3rd Street	Pruett, Jeremy D & Tara	010-1322-0-6	**838.98**
	235 E. Second Street	Boyer, Lou & Inez	010-1370-0-3	**2,277.41**
	290 S Mountain Street	Itza, D A & A E & M & N J	010-1630-0-8	**263.37**
	404 E 4th Street South	Smith, Benjamin W. II	010-2310-0-3	**481.01**
	475 - T Good Street	Vega, Juan & Florence	010-2345-0-4	**432.27**
	475 E 5th Street	Mendez, Gonzalo & Deborah K.	010-2355-0-3	**432.27**
	1035 Gold Creek	Kester, Amy L.	010-2660-0-2	**1,064.74**
	692 E. Wilson Avenue	Erickson, Terry L. & Angel L.	010-2870-0-4	**845.98**
	555 S Galena Street	Dorian, Richard J.	010-3195-0-6	**318.54**
	147 E. Sixth Street	Dennis, Sam	010-3255-0-3	**233.76**
	565 N First Street	Rodabough Family Trust	020-1475-0-6	**469.86**
	296 North Second Street A	Acor, Tom and Imogean	020-1600-0-1	**838.98**
	165 N. Second Street	Lapeire, Juan P. & Hellen, Karen	020-1715-0-0	**458.86**
	670 N Trescott Street	Rodabough, Kelly	020-1875-0-3	**302.03**
	680 N Trescott Street	Rodabough, Kelly	020-1880-0-1	**308.26**
	205 N Trescott Street	Venturacci, Eddie & Louie	020-1960-0-1	**214.42**
	680 Brent Drive	Hamilton, Lyle & Clara	030-1295-0-6	**887.74**
	418 W. Antelope Drive	Russel, Trina L.	030-1775-0-3	**777.97**
	423 W. Antelope Drive	Carrera, Tammy	030-1785-0-2	**187.30**
	219 E. Antelope Drive	Enriquez, Asuncion & Maria A.	030-1945-0-2	**217.40**
	217 E. Antelope Drive	Hall, Peter & Afton	030-1950-0-2	**199.45**
	203 Middlegate	Linville, George A. & Veretta K.	030-2060-0-1	**264.29**
	405 Elquist Drive	Sanchez, Jose R. & Ofelia	030-2100-0-6	**196.99**
	305 Eastgate Drive	Miller, Neil L. & Tracey M.	030-2110-0-0	**838.98**
	215 Clearwater Court	Martin, Anthony & McMurtrey, E.	030-2350-0-4	**268.43**
	689 Broyles Ranch Road	Diaz, Julio A	030-2405-0-3	**263.71**
	324 Carson Road	Carrera, David D. Sr.	040-1155-0-2	**193.45**
	318 Carson Road	Osorio, Trinidad P. & Rosa	040-1190-0-0	**576.52**
	306 Carson Road	Baniki, Eugene F. Jr.	040-1230-0-2	**184.72**
	203 Lupin Drive	Boltz, Eric J.	040-1470-0-1	**234.64**
	209 Lupin Drive	Dawson, Gary	040-1485-0-1	**418.44**
	118 Cove Avenue	Fritsch, Loyal	040-1695-0-6	**190.93**
	120 Seventeenth Street	Lander County Treasurer	040-1840-0-4	**781.70**
	115 Illipah Lane	Carrera, Tammy	040-1895-1-1	**187.27**
	103 Congress Avenue	Gonzales, Manuel & Martinez J	040-1935-0-1	**856.27**
	109 Manhattan Drive	Jarman, Joseph A.	040-2090-0-0	**332.73**
	998 West Humboldt Street	Berens, Terence A Jr & Harry S	040-2579-0-0	**947.08**
	370 Lemaire Road	Payne, Joe B. Jr. & Susan	040-2645-0-0	**936.72**
	100 Mt Lewis Drive	Wilson, William J.	040-2830-0-0	**67.93**
	001-31200	**General**		**21,031.29**
TOTAL				**21,031.29**

I hereby certify that the above and foregoing claim against Lander County, State of Nevada, is just and reasonable, and that said claim is now due, owing and unpaid.

By: Grace Olsen
claimant/Lander County Treasurer

I certify that the foregoing is (or attached claims are) correct and just; that same were necessarily contracted for county purposes; that same is now provided for by law and in pursuance to court order.

Signed: _____
Title/ District Judge/Clerk of the Court

Rejected: _____
Laid Over: _____
Date approved: June 28, 2012
Board of County Commissioners: _____

LANDER COUNTY, NEVADA

MAKE CHECK PAYABLE TO

NAME: Lander County Combined Sewer and Water District #2
ADDRESS: P. O. Box 144

Austin, Nevada 89310

VOUCHER	DESCRIPTION			AMOUNT
6/28/2012	3 Austin delinquent			
	Water and Sewer Accounts TO PAY IN FULL AND			
	transfer to 2011-12 Real Property Tax Roll			
	Service Address	Name	W/S Acct #	Amount of Llen
	57 Paul Street	Lander County Treasurer-Formerly Bleazard	111	227.48
	221 Pony Street	Maestretti, Carolyn	17	227.42
	211 Water Street	Lander County Treasurer-Formerly Passmore	63	225.78
	001-31200	**General**		**680.68**
TOTAL				**680.68**

I hereby certify that the above and foregoing claim against Lander County, State of Nevada, is just and reasonable, and that said claim is now due, owing and unpaid.

By: Grace Towers
claimant/Lander County Treasurer

I certify that the foregoing is (or attached claims are) correct and just; that same were necessarily contracted for county purposes; that same is now provided for by law and in pursuance to court order.

Signed: _____
Title/ District Judge/Clerk of the Court

Rejected: _____

Laid Over: _____

Date approved: June 28, 2012

Board of County Commissioners: Stan Stewart

Ray H. Williams

David R Mason

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 11

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of the following payments for 2012 estimated Net Proceeds of Minerals Tax revenue received in June 2012: a) the Lander County School District; b) the Lander County Hospital District; and other matters properly relating thereto.

Public comment.

Background:

The following payments of 2012 Estimated Net Proceeds of Minerals Tax, received in June, are presented for Commission consideration: a) the Lander County School District; and b) the Lander County Hospital District.

Lander County Treasurer Grace Powrie will present information to the Commission on this item.

Recommended Action:

Treasurer Powrie will make any recommendations for action by the Commission on this item.

AGENDA REQUEST FORM

MEETING DATE: June 26, 2012

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

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

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

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

WHO WILL BE ATTENDING THE MEETING: *Grace Powrie*

JOB TITLE: *Lander County Treasurer*

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

To approve/disapprove payment for 2012 Estimated Net Proceeds received in June 2012 and other matters properly relating thereto

a. **To pay the Lander County School District**

b. **To pay the Lander County Hospital**

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

a. **Approve payment for the 2012 Estimated net proceeds to the Lander County School District for monies received in June 2012**

b. **Approve payment for the 2012 Estimated net proceeds to the Lander County Hospital District for monies received in June 2012**

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES (NO)

AMOUNT:

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

WHEN?

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

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

FOR REVIEW BY:

CLERK		SHERIFF		J.P.	
ASSESSOR		WELFARE		D.A.	
BUILDING		PLANNING		TREASURER	xxxx
AIRPORT		RECORDER		SWIM POOL	
R & B		OTHER-Austin W/S #2		HOSPITAL	xxxx
PUB WORKS		GOLF		SCHOOL	xxxx
FAIR/REC		EXECUTIVE DIRECTOR	xxxx	FINANCE DIRECTOR	

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

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

Grace Powrie

MEETING DATE: June 26, 2012

#11

LANDER COUNTY, NEVADA

MAKE CHECK PAYABLE TO

NAME: Lander County School District
ADDRESS: P. O. Box 1300
Battle Mountain, Nevada 89820

VOUCHER	DESCRIPTION		AMOUNT
6/28/2012	Net Proceeds for Estimated 2012		
	070- 59045	**School**	**$11,850,127.33**
	TOTAL		**$11,850,127.33**

I hereby certify that the above and foregoing claim against Lander County, State of Nevada, is just and reasonable, and that said claim is now due, owing and unpaid.

By: Grace Towell
claimant/Lander County Treasurer

I certify that the foregoing is (or attached claims are) correct and just; that same were necessarily contracted for county purposes; that same is now provided for by law and in pursuance to court order.

Signed: _____
Title/ District Judge/Clerk of the Court

Rejected: _____

Laid Over: _____

Date approved: June 28, 2012

Board of County Commissioners:

LANDER COUNTY, NEVADA

MAKE CHECK PAYABLE TO

NAME: Battle Mountain General Hospital
ADDRESS: 535 South Humboldt
Battle Mountain, Nevada 89820

VOUCHER	DESCRIPTION		AMOUNT
6/28/2012	Net Proceeds for Estimated 2012		
	060- 59045	**Hospital**	**$8,072,306.74**
	TOTAL		**$8,072,306.74**

I hereby certify that the above and foregoing claim against Lander County, State of Nevada, is just and reasonable, and that said claim is now due, owing and unpaid.

By: Grace Lowe
claimant/Lander County Treasurer

I certify that the foregoing is (or attached claims are) correct and just; that same were necessarily contracted for county purposes; that same is now provided for by law and in pursuance to court order.

Signed: _____
Title/ District Judge/Clerk of the Court

Rejected: _____

Laid Over: _____

Date approved: June 28, 2012

Board of County Commissioners:

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 12

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval for payment to the Lander County Treasurer for taxes held for 2012-2013 and other matters properly related thereto.

Public comment.

Background:

Payment to the Lander County Treasurer of taxes held for Fiscal Year 2012-2013 is brought before the Commission for consideration.

Lander County Treasurer Grace Powrie will present information to the Commission on this item.

Recommended Action:

Treasurer Powrie will make any recommendations for action by the Commission on this item.

AGENDA REQUEST FORM

MEETING DATE: June 26, 2012

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

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

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

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

WHO WILL BE ATTENDING THE MEETING: *Grace Powrie*

JOB TITLE: *Lander County Treasurer*

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

Approve/Disapprove payment to Lander County Treasurer for payment of taxes held for 2012-13 and other matters properly relating thereto.

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

Approve payment to Lander County Treasurer

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? AMOUNT:	YES	NO
HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? WHEN?	YES	NO
WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING?	YES	NO
HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT HEAD?	YES	NO

FOR REVIEW BY:

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

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

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

Grace Powrie

MEETING DATE: June 26, 2012

#12

LANDER COUNTY, NEVADA

MAKE CHECK PAYABLE TO:

NAME: Lander County Treasurer
315 South Humboldt Street
ADDRESS: Battle Mountain, Nevada 89820

VOUCHER		DESCRIPTION				AMOUNT
June26,2012	2012/13 taxes- holding	Sue Myles	11/15/2011	mh/land	$ 26.17	
	2012/13 taxes- holding	Sue Myles	12/7/2011	mh/land	$ 50.00	
	2012/13 taxes- holding	Chukar Hills	12/13/2011	mh/land	$ 238.05	
	2012/13 taxes- holding	Chukar Hills	2/14/2012	mh/land	$ 1,000.00	
	2012/13 taxes- holding	Chukar Hills	3/12/2012	mh/land	$ 1,000.00	
	2012/13 taxes- holding	Linda Hartzell	4/17/2012	mh/land	$ 39.00	
	2012/13 taxes- holding	Michelle Chadwell	3/22/2012	11-310-27	$ 30.00	
	2012/13 taxes- holding	Chukar Hills	4/6/2012	mh/land	$ 1,000.00	
	2012/13 taxes- holding	Michelle Chadwell	4/10/2012	11-310-27	$ 35.00	
	2012/13 taxes- holding	Chukar Hills	5/10/2012	mh/land	$ 1,000.00	
	2012/13 taxes- holding	Michelle Chadwell	5/9/2012	11-310-27	$ 35.00	
	2012/13 taxes-holding	Chukar Hills	6/11/2012	mh/land	$ 1,000.00	
	2012/13 taxes- holding	Michelle Chadwell	6/5/2012	11-310-27	$ 35.00	
					$ 5,488.22	
	001-31045 General Fund					**$ 5,488.22**
						$ 5,488.22

I hereby certify that the above and foregoing claim against Lander County, State of Nevada, is just and reasonable, and that said claim is now due, owing, and unpaid.

By: Grace Powrie
claimant/GRACE POWRIE/LANDER COUNTY TREASURER

I certify that the foregoing is (or attached claims are: correct and just; that same were necessarily contracted for county purposes; that same is now provided for by law and in pursuance to court order.

Signed: _____
Title/District Judge/Clerk of the Court

Rejected: _____
Laid Over: _____
Date approved: June 28, 2012
Board of County Commissioners:

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 13

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of Investment Advisory Agreement between the Lander County Treasurer's Office and FTN Financial Main Street Advisors, LLC and other matters properly related thereto.

Public comment.

Background:
The Investment Advisory Agreement between the Lander County Treasurer's Office and FTN Financial Main Street Advisors, LLC, is brought before the Commission for consideration.

Lander County Treasurer Grace Powrie will present information to the Commission on this item.

Recommended Action:
Treasurer Powrie will make any recommendations for action by the Commission on this item.

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 13

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of Investment Advisory Agreement between the Lander County Treasurer's Office and FTN Financial Main Street Advisors, LLC and other matters properly related thereto.

Public comment.

Background:
The Investment Advisory Agreement between the Lander County Treasurer's Office and FTN Financial Main Street Advisors, LLC, is brought before the Commission for consideration.

Lander County Treasurer Grace Powrie will present information to the Commission on this item.

Recommended Action:
Treasurer Powrie will make any recommendations for action by the Commission on this item.

AGENDA REQUEST FORM

MEETING DATE: **June 26, 2012**

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

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

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

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

WHO WILL BE ATTENDING THE MEETING: *Grace Powrie*

JOB TITLE: *Lander County Treasurer*

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

Approve/Disapprove the 'Investment Advisory Agreement" between Lander County, Nevada Treasurer's Office and FTN Financial Main Street Advisors, LLC. and other matters properly relating thereto

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

Approve agreement

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST?	**YES**	**NO**
AMOUNT:		
HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING?	**YES**	**NO**
WHEN?		
WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING?	**YES**	**NO**
HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT HEAD?	**YES**	**NO**

FOR REVIEW BY:

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

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

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

Grace Powrie

MEETING DATE: **June 26, 2012**

#13

LANDER COUNTY, NEVADA
INVESTMENT ADVISORY AGREEMENT

This Agreement, made as of the _____ day of _____, 2012 between the Lander County, Nevada Treasurer's Office, (herein "County") and FTN Financial Main Street Advisors, LLC, (herein "Advisor") regarding the management of certain assets (herein "Account") under the control of the County. The Principal, by means of delegated authority from the County, will be the Lander County Treasurer (herein "Treasurer") for investment advisory services.

The County and the Advisor hereto agree as follows:

1. **Appointment and Acceptance.** The County hereby appoints, and the Advisor hereby accepts its appointment as an investment advisor. The Advisor will act as an investment advisor for the County for the purposes, to the extent, and in the manner and within the limitations set forth in this Agreement.

2. **Authority.** The Advisor shall have full power to manage and direct the investments of the Account, making and implementing investment decisions, all without prior consultation with the Treasurer. The investment decisions will be made in accordance with all applicable Nevada Revised Statutes (NRS), County Ordinances governing the investment of public funds, the County's Investment Policy, and other such objectives and guidelines as the Treasurer will from time to time, furnish the Advisor in writing. The Advisor is authorized to place orders for the execution of securities transactions for the Account.

3. **Scope of Services.** An outline of the scope of services is attached hereto as Exhibit A and incorporated herein.

4. **Custodial Services.** Custodial services will be provided by the County's custodian (herein "Custodian") and the Advisor will not be custodian for any of the assets in the Account. The Advisor will work with the Treasurer and Custodian, and will provide the necessary and customary information to the Treasurer and Custodian.

5. **Transaction Procedures.** Timely investment settlement information from the Advisor will be made in writing through fax or email to the Treasurer. The Advisor will also be responsible to communicate said settlement instructions through fax or email to the Custodian for delivery versus payment.

6. **Effective Date.** This Agreement shall be effective on the ____ day of _____, 2012.

7. **Amendment and Termination.** This Agreement may be amended at any time in writing in such manner as may be mutually agreed upon by the County and the Advisor. This Agreement may be terminated at any time upon thirty (30) days prior written notice by either party. Fees will be prorated to date of termination and paid to the Advisor.

8. **Fiduciary Responsibility.**

   A. The Advisor hereby represents and confirms that it is a registered investment advisor under the Federal Investment Advisor Act of 1940 and that registration is currently effective and will remain current throughout the term of the Agreement. In connection therewith, the Advisor shall deliver to the Treasurer on the effective date of this agreement a copy of the most recent Part II of the Advisor's Form ADV.

B. The Advisor further represents and confirms that, all applicable state and local licenses and registrations are currently effective and will remain current throughout the term of the Agreement. In connection therewith, the Advisor shall deliver copies of the licenses and registrations.

9. **Confidential Relationship.** All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law or as approved by the Treasurer.

10. **Designated Representatives:**

A. The County designates Grace Powrie, County Treasurer, or her designee as its representative in all matters under this Agreement.

B. Advisor designates Rick Phillips, President and Chief Investment Officer as its representative for this Agreement. Advisor may designate a different representative only with prior written authorization from the County.

11. **Cooperation of the County.** The County shall make available to Advisor all financial records and related information necessary for performance of Advisor's work under this Agreement.

12. **Independent Contractor.** Advisor is an independent contractor and shall not for any purpose be deemed to be an employee, agent, or other representative of the County. Services called for herein shall be deemed to be unique. Advisor shall not assign, sublet, transfer, or otherwise substitute its interest in this Agreement, or any of its obligations hereunder, without the prior written consent of the County.

13. **Services to Other Clients.** The Parties hereto understand and agree that the Advisor may render investment management advice to others who may or may not have investment policies, objectives, and investments similar to those of the County. The Advisor may continue to give advice and take actions on behalf of such other clients which differ from the advice and actions taken in regard to this Account.

14. **Indemnification.** Advisor shall indemnify, defend, and hold harmless the County, its officers and employees, from and against any and all claims, demands, liability, costs, and expenses of whatever nature, including court costs and attorney fees, arising out of injury to or death of any person or persons or loss of or physical damage to any property resulting in any manner from the willful misconduct, negligent acts, errors or omissions, of Advisor, its sub-contractors, agents, employee, licensees, or guests in the making or performance of this Agreement.

15. **Compensation.** The County agrees to pay Advisor at the annual rate of .10% (10 basis points) of the quarterly average of the month ending total market values (principal, plus accrued interest) of the Account. The fee shall be paid quarterly in arrears, with the quarter ending months being March, June, September, and December. No other compensations will be paid to the Advisor by financial institutions, money market mutual funds, or broker/dealers from investment transactions that relate to the County's funds.

16. **Allocation of Brokerage.** When the Advisor places the orders for the execution of portfolio transactions for the Account, the Advisor may allocate such transactions to such brokers and dealers for execution on such markets, at such prices as in the good faith judgment of the Advisor will be in the best interest of the County. The Advisor will receive no soft dollar benefit for any transaction placed on behalf of the County.

17. **Entire Agreement Governing Law.** This Agreement constitutes the entire agreement of the Parties with respect to management of the Account and can be amended only by written document signed by the Parties. The Agreement shall be governed by the laws of the State of Nevada.

18. **Agreement not Assignable.** No assignment (as that term is defined in the Investment Advisors Act of 1940) of this agreement may be made by the Advisor without written consent of the County.

19. **Insurance.** Advisor shall procure, prior to commencement of service, and keep in force for the term of this Agreement, the following policies of insurance, certificates, or binders as necessary to establish that the coverage described below is in place with companies licensed to do business in Nevada. The insurance coverage shall include:

A. Commercial General Liability Insurance. Commercial General Liability insurance, including but not limited to, bodily injury, broad form property damage, contractual liability and, if necessary, products and completed operations or owners and Advisor protective liability. The policy shall contain a severability of interest clause or cross liability clause or the equivalent thereof.

Coverage afforded the County shall be primary insurance. Any other insurance available to the County under any other policies shall be excess insurance. Limits of liability shall include the following:

a. Bodily injury, one million dollars ($1,000,000)
b. Property damage, one million dollars ($1,000,000) or
c. Combined single limit (CSL) for bodily injury and property damage, one million dollars ($1,000,000) per accident for bodily injury and property damage.

B. Automobile Liability Insurance. Automobile liability insurance, including all owned, non-owned and hired automobiles used by the Advisor or its agents in the performance of this Agreement shall have a minimum combined single limit of one million dollars ($1,000,000) for bodily injury and property damage.

C. Worker's Compensation Insurance. Worker's Compensation insurance as required by the laws of the State of Nevada including statutory coverage for Employers Liability with limits not less than one million dollars ($1,000,000).

D. Professional Liability Insurance. Professional liability (errors and omissions) insurance is required in the amount of one million dollars ($1,000,000) per claim and in the aggregate for one (1) year beyond completion of this Agreement.

20. **Additional Insurance Provisions.** The following additional provisions apply to the insurance coverage required as indicated in paragraph 19 above.

A. Additional Insured. Advisor shall name the County as additional insured in the aforementioned Comprehensive Commercial General Liability and Automobile Liability policies.

B. Notice of Cancellation. The policies shall provide for thirty (30) days written notice to the County prior to cancellation, termination or material change in coverage.

C. Certificate Holder. The certificate holder shall be the same person and have the address as indicated in Paragraph 19 (Notices) of this Agreement.

D. Insurance Rating. Insurers shall have current A.M. Best's rating of not less than A:VII, shall be licensed to do business in the State of Nevada, and shall be acceptable to the County.

E. Replacement Coverage. In the event Advisor breaches any of the insurance provisions of this Agreement, the County shall have the option to obtain, at Advisor's expense, the coverage required hereunder. The cost of obtaining and maintaining such coverage may be deducted from any sums otherwise payable to Advisor for services under this Agreement

F. Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Officer of the State of Nevada as of the effective date of this Agreement

G. Proof of Insurance. Advisor will be required to provide proof of insurance coverage required hereunder prior to executing the Agreement. Any endorsements must be signed by a person authorized by the insurer to bind coverage on its behalf.

21. **Representations by the County.** The County represents and confirms that the Agreement with the Advisor is authorized by the governing documents relating to the Account and that the terms hereof do not violate any obligation by which the County is bound, whether arising by contract, operation of law or otherwise.

22. **Representation by the Advisor**. By execution of this Agreement, the Advisor represents and confirms that it is registered as an investment advisor in the State of Nevada and with the Securities and Exchange Commission under the Investment Advisors Act of 1940. The personnel of the Advisor who will be responsible for carrying out this Agreement are individuals experienced in the performance of the various functions contemplated by the Agreement and, to the best of the Advisor's knowledge, have not, within the last two years, been convicted of any crime or pleaded *nolo contendere* or agreed to any consent decree with respect to any matter involving breach of trust or fiduciary duty or securities law violations.

23. **Record Retention and Inspection**. The Advisor is required to maintain all records and documents relating to the purchase, sale or exchange of the assets in the Account, or any payment made or received thereto for two years after the termination of this Agreement. During the term of this Agreement and for a period of two years thereafter, the County has the right to inspect the records of Advisor relating to County during normal business hours.

24. **Standard of Care.** The sole standard of care imposed upon the Advisor by this Agreement is to act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like claims.

25. **Covenant.** The Advisor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Advisor further covenants, to its knowledge and ability, that in performance of said services no person having any such interest shall be employed.

26. **Notices.** Notice to the County shall be directed and mailed as follows:

LANDER
~~Clark~~ County Treasurer's Office
Grace Powrie, Treasurer
315 S. Humboldt St.
Battle Mountain, NV 89820

Notice to the Advisor shall be directed and mailed as follows:

FTN Financial Main Street Advisors, LLC
Rick Phillips, President
6525 W. Warm Springs Rd.
Las Vegas, NV 89118

In witness whereof, the Parties have executed this Agreement as of the _____ day of _____, 2012.

_____
Grace Powrie
County Treasurer

_____
Rick Phillips, President
FTN Financial Main Street Advisors, LLC

Approved as to form:_____
Angie Elquist
District Attorney

EXHIBIT A

Scope of Services

The Advisor shall perform the following:

1. Provide discretionary management of the Account in accordance Nevada Revised Statures and the County's Investment Policy.

2. Transact purchases and sells of securities in the best interest of the County.

3. Send daily transaction information to the Treasurer or other staff, via fax or email.

4. Provide confirmations, detailed reports and reconciliations of daily investment transactions, investment earnings, and performance results on a monthly, quarterly, and annual basis to meet governmental reporting requirements.

5. Provide portfolio reports suitable to present to the Treasurer as part of an investment report.

6. Conduct a quarterly investment meeting, in person or via the telephone, with the Treasurer and other applicable staff to present quarterly: economic and market data, portfolio composition and transactions, portfolio return performance versus benchmarks, and any other reports deemed necessary by the Treasurer.

7. Participate in compliance reviews and audits.

8. Conduct an annual review of the County's Investment Policy.

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 14

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding acceptance/non-acceptance of renewal of airport liability insurance policies for Austin, Battle Mountain and Kingston Airports for period of July 1, 2012 through June 30, 2013; approval for payment of premium in the amount of $4,350.00 from FY 2012-2013 funds; and other matters properly related thereto.

Public comment.

Background:
The proposed renewal of airport liability insurance policies for Austin and Battle Mountain airports and the Kingston airstrip for period of July 1, 2012 through June 30, 2013 and approval for payment from Fiscal Year 2012-2013 funds is brought before the Commission for consideration.

Mr. Stephen Romero of Wells Fargo Insurance Services may be in attendance to discuss the renewal of the airport liability insurance policies with the Commission.

Recommended Action:
It is recommended that the Commission accept the proposal for renewal of airport liability insurance policies for Austin, Battle Mountain and Kingston Airports for the period of July 1, 2012 through June 30, 2013 and authorize payment in the amount of $4,350.00 from Fiscal Year 2012-2013 funds.

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 14

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding acceptance/non-acceptance of renewal of airport liability insurance policies for Austin, Battle Mountain and Kingston Airports for period of July 1, 2012 through June 30, 2013; approval for payment of premium in the amount of $4,350.00 from FY 2012-2013 funds; and other matters properly related thereto.

Public comment.

Background:
The proposed renewal of airport liability insurance policies for Austin and Battle Mountain airports and the Kingston airstrip for period of July 1, 2012 through June 30, 2013 and approval for payment from Fiscal Year 2012-2013 funds is brought before the Commission for consideration.

Mr. Stephen Romero of Wells Fargo Insurance Services may be in attendance to discuss the renewal of the airport liability insurance policies with the Commission.

Recommended Action:
It is recommended that the Commission accept the proposal for renewal of airport liability insurance policies for Austin, Battle Mountain and Kingston Airports for the period of July 1, 2012 through June 30, 2013 and authorize payment in the amount of $4,350.00 from Fiscal Year 2012-2013 funds.

AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: 6/28/12

NAME: STEPHEN ROMERO REPRESENTING: WELLS FARGO INS. SRV.

ADDRESS: 604 W MONA LN. RENO, NV 89509

PHONE (H): (W): 775.827.1555 (FAX): 775.827.0936

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: WORK

WHO WILL BE ATTENDING THE MEETING: STEPHEN ROMERO

JOB TITLE: INSURANCE AGENT

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

DISCUSS AND APPROVAL/DISAPPROVAL RENEWAL OF AIRPORT LIABILITY POLICIES FOR BATTLE MOUNTAIN AIRPORT, AUSTIN AIRPORT, AND KINGSTON AIRPORT FOR PERIOD OF JULY 1, 2012 - 2013

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

APPROVAL OF RENEWAL

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST: YES X NO ___
AMOUNT: RENEWAL PREMIUM : $4350

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES X NO ___
WHEN? JUNE 2011 (ANNUAL RENEWAL)

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:

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

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

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

Stephen Romero DATE: 5/15/12

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

14

INSURANCE RENEWAL

LANDER COUNTY

Presented by:

Stephen Romero
Agent

Wells Fargo Insurance Services
604 W. Moana Lane
Reno, NV 89509
(775)827-1555 or 1-800-546-0340

This proposal is designed to give you an overview of your current program. It is meant as a general review of your coverage and should not be construed as a legal interpretation of your coverages. All coverages and exclusions have not been highlighted. Your specific insurance contracts should be consulted for details on coverage, conditions and exclusions

WELLS FARGO

Together we'll go far



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

NEVADA PUBLIC AGENCY INSURANCE POOL (NPAIP)

2012-2013 Summary of Coverages
Airport Operations Liability
Lander County

Proposed Policy Term: From: July 1, 2012 To: July 1, 2013

Limits of Liability:

Products-Completed Operations Annual Aggregate Limit:	$	3,000,000
Personal Injury and Advertising Injury Annual Aggregate Limit:	$	3,000,000
Malpractice Annual Aggregate Limit:	$	3,000,000
Extended Coverage - War, Hi-jacking and Other Perils Annual Aggregate Limit:	Not Insured	
Fire Damage Limit Any One Fire:	$	250,000
Medical Expense Limit Any One Person:	$	50,000
Hangarkeepers not "in flight" Limit Any One Occurrence:	$	3,000,000
Hangarkeepers not "in flight" Limit Any One Aircraft:	$	3,000,000
Non-Owned Aircraft Liability Limit Any One Occurrence:	$	3,000,000

Deductible: None

Rate: Flat

Premium: $4,350.00 Annual ($1,450 Battle Mountain; $1,450 Austin; $1,450 Kingston)

Terrorism: For all NPAIP General Aviation Airports:

Extended Coverage - War, Hi-jacking and Other Perils Endorsement - $2,800
Coverage as required by the Terrorism Risk Insurance Act of 2002 (TRIA) - $2,800
For coverage under both of the above endorsements - $3,500

Company: ACE Property and Casualty Insurance Company

Surplus Lines Tax: Not Applicable

Fees: None

Notes & Comments: Premium is due and payable WITHIN 20 days of binding coverage.

Notable Exclusions: War, Hi-jacking and Other Perils Exclusion Clause
Noise, Pollution and Other Perils Exclusion Clause
Radioactive Contamination
Terrorism (unless Terrorism buyback is purchased)

Additional Terms and Conditions:

Amendment of Noise and Pollution and Other Perils Exclusion
Immunity Waiver Endorsement
Cancellation Notification Change Endorsement
Change of Liability Limits Endorsement
Limited Additional Insured Designated Person or Organization Endorsement
Nuclear Risks Exclusion Clause
Volunteers Endorsement
Date Recognition Exclusion Endorsement
Date Recognition Limited Coverage Endorsement
Pollution Endorsement
Silica, Dust, and Particulate Matter Exclusion
Coverage Territory Amendment Endorsment
Nevada Changes - Cancellation and Nonrenewal
Limits of Liability Apply Separately to Each Airport Endorsement
Trade or Economic Sanctions Endorsement
Infringement of Copyright, Patent, Trademark or Trade Secret Exclusion Endt
Amendements to Supplementary Payments (Court Cost) Endorsement
Airport Limited Enhanced Coverage Endorsement
Limited Terrorism Coverage Endorsement

Interest: The insured's legal liability, to which this policy applies, arising out of the Insured's Airport operations at the following airport locations:

Battle Mountain Airport, Austin Airport, Kingston Airport

Subject To: 60 days notice of cancellation, non-renewal or reduction in coverage by Insurer, but 10 days notice for non-payment of premium.

Commission: 7.5%

IMPORTANT TERMS:

1) This quotation is valid until July 1, 2012, after which the insurer may withdraw or vary it.

2) Delay or failure to respond in a timely manner could result in consequences for your coverage that are beyond our control or responsibility. It is recommended that you respond to us as soon as possible.

3) Premium payment terms have been advised. Wills Group will not be responsible for any consequences that may arise from any delay or failure by you to pay us the amount payable by the indicated date.

4) The above provides an indication of the terms and coverage available. This letter should not be construed as providing any commitment to cover by the insurer or any confirmation of actual cover.

5) Please note that failure to meet the terms imposed by the insurer may prejudice your relationship with the insurer, may give rise to notice of cancellation being issued by the insurer, and/or may result in the insurer delaying payment of claims or voiding the policy, where entitled.

6) This quotation is based on the information you have provided to us and on which we have relied. In the event that information provided to the insurer is not complete and accurate, it may allow the insurer to void liability for a particular claim or to void the policy entirely. If you have not provided to us all material information or you discover that the information provided is inaccurate, please advise us immediately in order that we may seek revalidation of terms with the insurer.

PREMIUM COMPARISON:

2012—2013	**$ 4,350**
2011—2012	$ 4,350
2010—2011	$ 4,350
2009—2010	$ 4,350
2008—2009	$ 5,100
2007—2008	$ 5,100
2006—2007	$ 5,209
2005—2006	$ 5,209
2004—2005	$ 5,209
2003—2004	$10,590
2002—2003	$10,590
2001—2002	$ 6,861
2000—2001	$ 6,861
1999—2000	$ 6,727
1998—1999	$ 7,780
1997—1998	$ 8,080
1996—1997	$ 6,289
1995—1996	$12,492
1994—1995	$12,492

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 15

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of a zone change request for Jay Wintle, E4 of Section 14, T32N, R44E, Battle Mountain, APNs 010-280-05, 010-280-07, 010-280-09, 010-280-13, 010-280-17, 010-280-21, 010-280-25, to change from Farm and Ranch District (A-3) zoning to Five-Acre Agricultural District (A2) zoning and other matters properly related thereto.

Public comment.

Background:

The zone change request for Jay Wintle, E4 of Section 14, T32N, R44E, Battle Mountain, APNs 010-280-05, 010-280-07, 010-280-09, 010-280-13, 010-280-17, 010-280-21, 010-280-25, to change from Farm and Ranch District (A-3) zoning to Five-Acre Agricultural District (A2) zoning, is presented for Commission consideration.

The Lander County Planning Commission met in regular session on June 13, 2012 and considered the above-referenced zone change request. Upon conclusion of review and discussion of this item, a motion was made to recommend approval of the zone change request by the Lander County Board of Commissioners. The motion carried and was approved unanimously.

Recommended Action:

It is recommended that the Commission uphold the recommendation of the Lander County Planning Commission and approve the zone change request of Mr. Jay Wintle, E4 of Section 14, T32N, R44E, Battle Mountain, APNs 010-280-05, 010-280-07, 010-280-09, 010-280-13, 010-280-17, 010-280-21 and 010-280-25, to change from Farm and Ranch District (A-3) zoning to Five-Acre Agricultural District (A2) zoning.

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 15

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Public comment.

Background:

The zone change request for Jay Wintle, E4 of Section 14, T32N, R44E, Battle Mountain, APNs 010-280-05, 010-280-07, 010-280-09, 010-280-13, 010-280-17, 010-280-21, 010-280-25, to change from Farm and Ranch District (A-3) zoning to Five-Acre Agricultural District (A2) zoning, is presented for Commission consideration.

The Lander County Planning Commission met in regular session on June 13, 2012 and considered the above-referenced zone change request. Upon conclusion of review and discussion of this item, a motion was made to recommend approval of the zone change request by the Lander County Board of Commissioners. The motion carried and was approved unanimously.

Recommended Action:

It is recommended that the Commission uphold the recommendation of the Lander County Planning Commission and approve the zone change request of Mr. Jay Wintle, E4 of Section 14, T32N, R44E, Battle Mountain, APNs 010-280-05, 010-280-07, 010-280-09, 010-280-13, 010-280-17, 010-280-21 and 010-280-25, to change from Farm and Ranch District (A-3) zoning to Five-Acre Agricultural District (A2) zoning.

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

AGENDA REQUEST FORM

MEETING DATE REQUESTED: June 28, 2012

NAME: Gina Little REPRESENTING: Planning Commission

WHO WILL BE ATTENDING THE MEETING: Jay Wintle

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA
Discussion for possible action to approve/disapprove the following zoning change request:

Applicant:	Jay Wintle
Location:	East ¼ of Sec 14, R44E, T32N, Battle Mountain
APNs:	010-280-05, 010-280-07, 010-280-09, 010-280-13, 010-280-17, 010-280-21, 010-280-25
Type:	change from Farm and Ranch District (A-3) zoning to Five-Acre Agricultural District (A-2) zoning.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE?
Approve zone change request.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? ____YES ____NO
AMOUNT: $_____Map Change_____

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

WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING? __X__ YES ___NO

HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT. HEAD? __X__ YES ____NO

FOR REVIEW BY:

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

_____ 6/15/12
SIGNED DATE

#15

LANDER COUNTY
PLANNING COMMISSION

RECOMMENDATION

Date: June 28, 2012

To: Lander County Board of Commissioners

From: Gina Little
Lander County Planning Commission

The Lander County Planning Commission met in regular session on June 13, 2012 and held a public hearing in Battle Mountain regarding the following agenda item:

***Discussion for possible action to approve/disapprove a recommendation to the Lander County Board of Commissioners regarding the following zone change request:**

Applicant:	Jay Wintle
Location:	East ¼ of Sec. 14, R44E, T32N, Battle Mountain
APNs:	010-280-05, 010-280-07, 010-280-09, 010-280-13, 010-280-17, 010-280-21, 010-280-25
Type:	to change from Farm and Ranch District (A-3) zoning to Five-Acre Agricultural District (A-2) zoning.

The Board reviewed and discussed the zone change request. Mr. Lani moved to approve the request as agenized, seconded by Mr. Price. The motion was voted and carried unanimously.

The Lander County Planning Commission moved to recommend that the Lander County Board of Commissioners approve the zone change request for Jay Wintle as indicated above.

Lander County
Planning Commission

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

ZONE CHANGE APPLICATION

APPLICANT / OWNER INFORMATION

Applicant(s): *Jay Wintle*

Physical Address: *810 sheepcreek road*

Mailing Address: *810 sheepcreek road Battlemountain Nv. 89820*

Phone Number: *775-635-5231*

Owner(s) Property: *Sozo Youth Sanctuary Foundation, Inc.*
Address: 29171 Highway 141, Whitewater, CO 81527

PROJECT INFORMATION

Property Location: *East 1/4 of Sec. 14 Range 44 East Township 32 North (Allen Road)*

Assessor's Parcel Number: *010-280-05 010-280-07 010-280-09 010-280-13 010-280-17 010-280-21 010-280-25*

Current Zoning: A-3

Are there any deed restrictions affecting the use of the property? yes • no

What is the reason for the Zone Change Request?

The reason for wanting zoning changes is that it makes it more open for possible development.

Will granting a Zone change affect or conflict with the land use compatibility of the area? yes • no

Why or Why not?

Will granting a Zone Change affect public health, safety or general welfare? ○ yes ● no

Why or Why not?

How will the proposed Zone Change request affect adjoining property owners with regard to noise, dust, traffic?

SIGNATURE(S)

I here by certify that the information stated above and materials submitted along with this application form are true and correct to the best of my knowledge. It is my responsibility to inform Lander County of any changes to information represented in this submittal.

Applicant's Signature Date: 5-7-12

Applicant's Signature (If not owner) Date: 5/5/2012

REQUIRED AT TIME OF APPLICATION

The following must accompany this application:

- A copy of the Grant, Bargain & Sale Deed or an Affidavit attesting to ownership.
- Site plan.
- $300.00 application fee (non -refundable)

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

Should you have any questions, please contact us at (775) 635-2860 or 825 North Second Street, Battle Mountain, NV.

OWNER'S AFFIDAVIT

STATE OF ~~NEVADA~~ Colorado)
)SS.
COUNTY OF ~~LANDER~~ Mesa)

I, [signature] BEING DULY SWORN, DEPOSE AND SAY THAT I AM AN OWNER OF PROPERTY INVOLVED IN THIS PETITION AND THAT THE FOREGOING STATEMENTS AND ANSWERS HEREIN CONTAINED AND THE INFORMATION HEREWITH SUBMITTED ARE IN ALL RESPECTS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNED [signature]

29171 Hwy 141
White Water CO 81527
(MAILING ADDRESS)

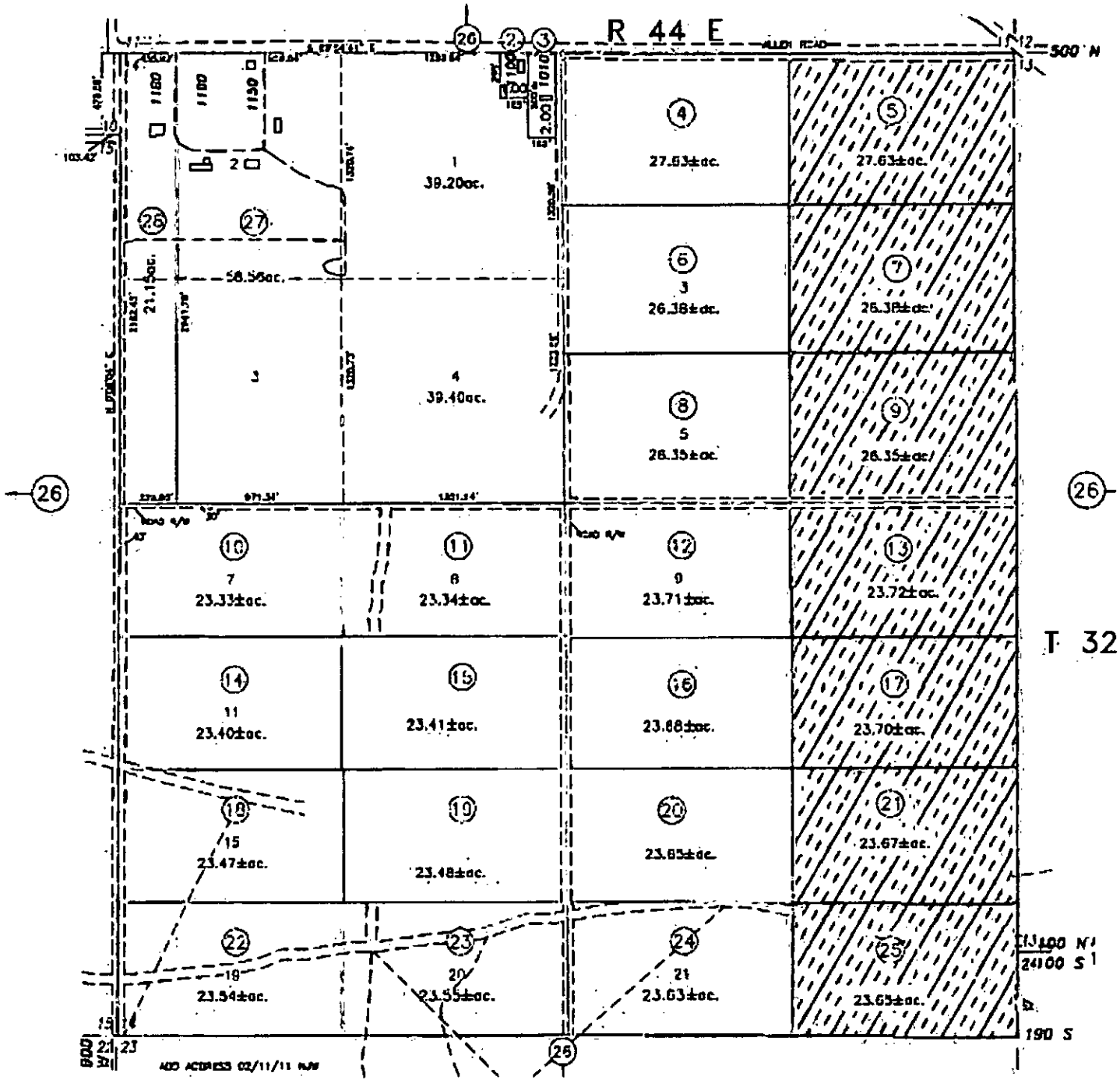
PHONE NO. 970-270-4511

SUBSCRIBED AND SWORN TO BEFORE ME THIS 7th DAY OF May ~~19~~ 2012

NOTARY PUBLIC
SARAH GRAFF
STATE OF COLORADO
My Commission Expires: 11/21/2012

[signature]
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: 11-21-2012



Proposed ZONING MAP

Change
175.1 Acres
from A-3 To A-2

Parcel #	Acreage
010-280-05	27.63
010-280-07	26.38
010-280-09	26.35
010-280-13	23.72
010-280-17	23.7
010-280-21	23.67
010-280-25	23.65
total	175.1

A2
FIVE ACRE AGRICULTURAL

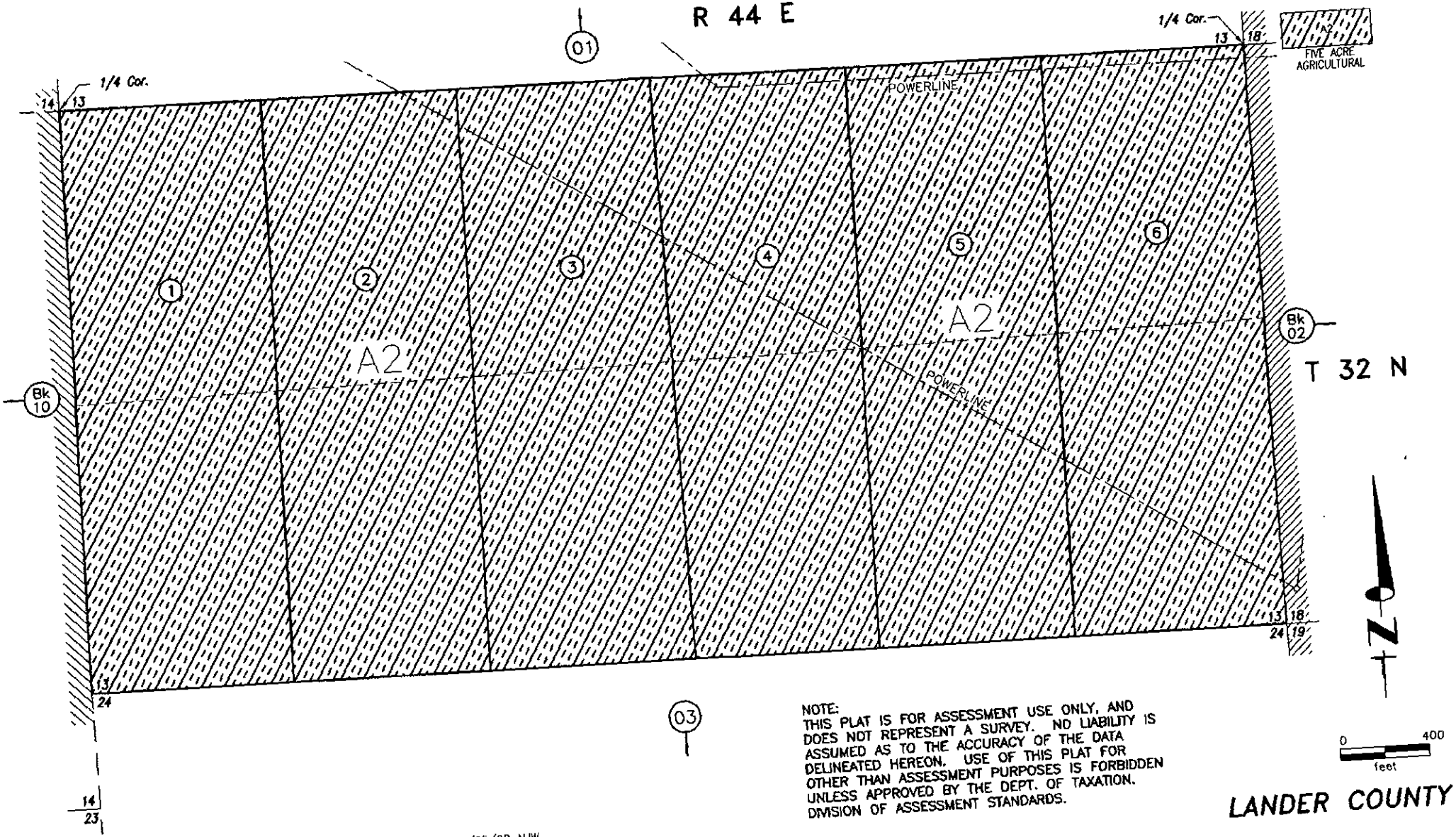
N

0 600 feet

11-02
ZONING MAP

R 44 E

R 45 E



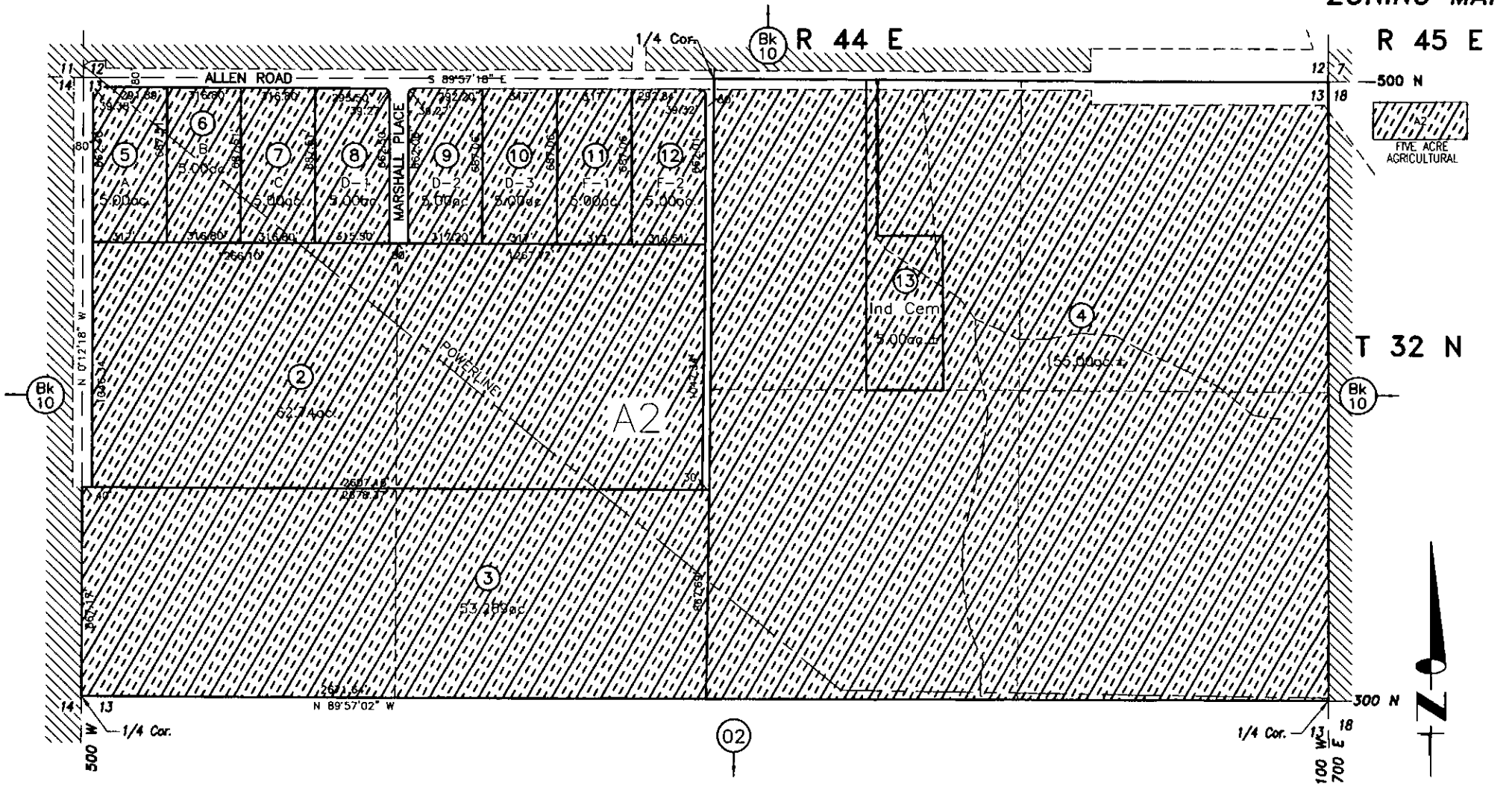
NOTE:
THIS PLAT IS FOR ASSESSMENT USE ONLY, AND DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE ACCURACY OF THE DATA DELINEATED HEREON. USE OF THIS PLAT FOR OTHER THAN ASSESSMENT PURPOSES IS FORBIDDEN UNLESS APPROVED BY THE DEPT. OF TAXATION, DIVISION OF ASSESSMENT STANDARDS.

LANDER COUNTY

ZONING CHANGES DOC #248643, 248644, 248648, 248650 04/25/08 NJW
GEO-GRAPHICS 06/01/03 NJW

11-01

ZONING MAP



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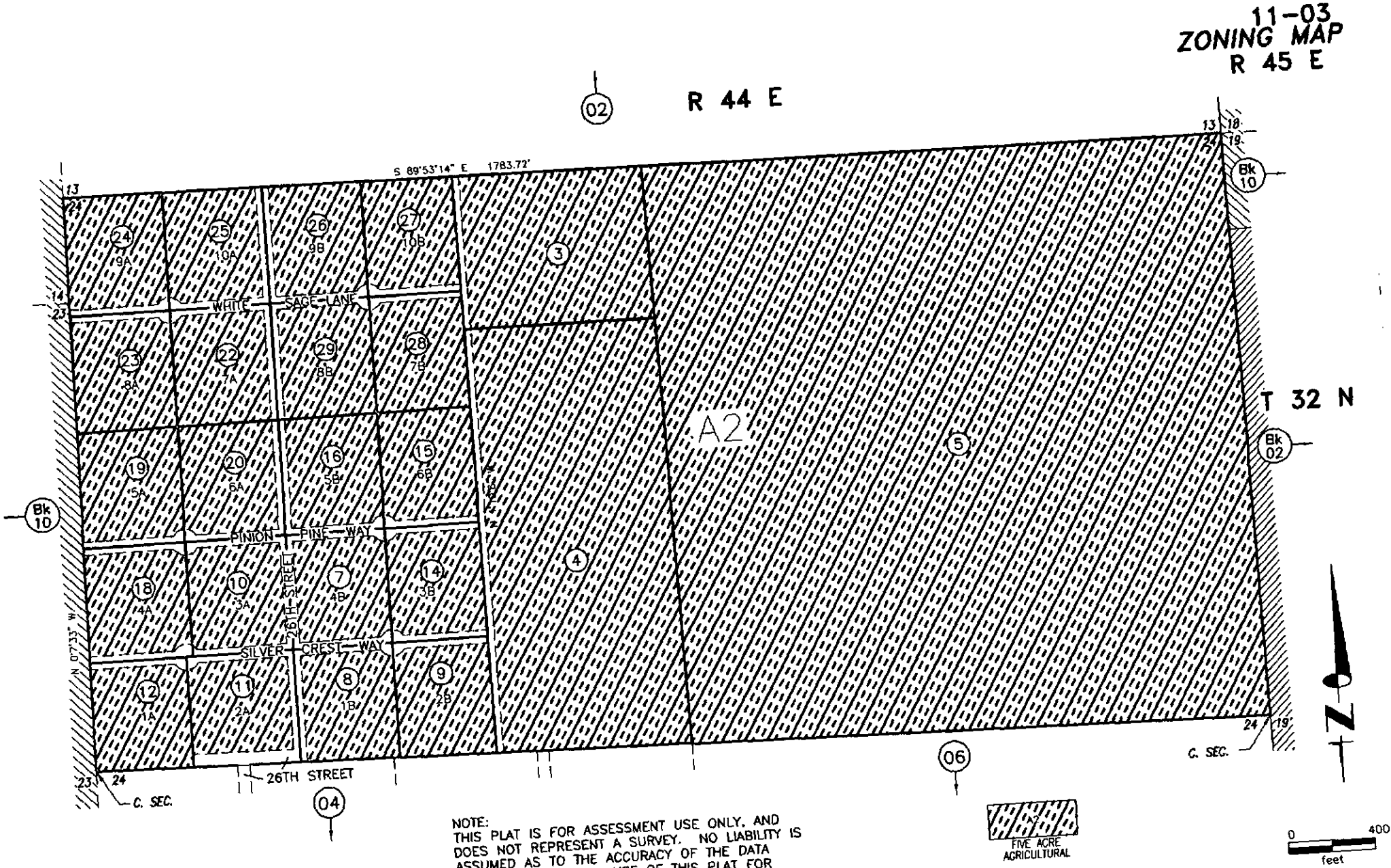
0 400
feet

ADD ADDRESS NUMBERS 02/07/11 NJW

LANDER COUNTY



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GEO-GRAPHICS 04/18/06 NJW

June 12, 2012

Dear Lander County Commissioners,

I would like to first extend my regrets for not being able to be at today's hearing; unfortunately I am out of town this week. I would like to voice my concerns about a proposed property rezoning in this letter. If you have any questions please feel free to contact me.

I have several concerns about the proposed change from 20-acre parcels to five acres. The first has to do with the roads. We live on Allen Road, which by county decree is a minimally maintained road. With the vast number of rural roads the county has to maintain, Allen Road receives services on a limited basis. With the proposed change, we could be looking at around 30 new homes. These residents would be using Allen Road, potentially adding 30 or more vehicles to rural road.

The land is this area is zoned A-3, Farm and Ranch. Lander County's Master Plan has specified the intention of preserving areas where agriculture is predominate and discouraging intensive development. Allen Road is a small farming area, with many of the landowners owning water-righted acreage. These water-rights could be in danger if 30 new wells are drilled in the near vicinity. The plan also states that these areas are zoned A-3 because they generally lack essential infrastructure and services for intensification.

I agree with the county's plan to encourage more intensive land uses to locate in more suitable areas and/or areas serviced by existing or planned infrastructure and closer to public facilities and services. I feel that there are enough 5 acre parcels within the county that rezoning in this area is not appropriate at this time.

Thank you for time and consideration.

Sincerely,

Suzana Lemaire

Jeanne King
1150 Allen Road
Battle Mountain, NV 89820

June 4, 2012

Lander County Building and Planning Commission
315 S. Humboldt St.
Battle Mountain, NV 89820

To Whom It May Concern:

In response to your letter of May 29, 2012 informing property owners within the certain distance of a proposed zoning change in the area, I am writing this letter of formal protest.

I protest the change lowering the parcels from 20 acres to 5 acres. Years ago when we divided a 160 acre parcel into two 80 acre parcels, the planning board highly resented our request but did consent to it, stating there would be no more downsizing, due to the road upkeep. Since then, the minimum has been lowered to twenty acre parcels. Now you are proposing lowering it still further to five acre parcels!

I protest this change on the grounds the damage 32 parcels will do to the area. That means 32 wells into the already stressed underground water supply. Thirty two homes in the area means more than triple the level of traffic on our less than sublime road. Can the County maintain that?

Thirty two homes mean much more trash, dust and traffic control. I protest that.

Sincerely,

Jeanne King
Samuel E. and Jeanne King

APN: 010-280-05, 010-280-07, 010-280-09, 010-280-13,
010-280-17, 010-280-21, 010-280-25

NOTICE OF ZONING CHANGE

PLEASE TAKE NOTICE that the Lander County Board of Commissioners at its regularly scheduled meeting held on the 28th day of June, 2012, pursuant to the request of **Fellowship Baptist Mission, Inc.**, did approve and formally change on Assessor's Parcel Number 010-280-05, 010-280-07, 010-280-09, 010-280-13, 010-280-17, 010-280-21, 010-280-25, more particularly described below from Farm and Ranch District (A-3) zoning to Five-Acre Agricultural District (A-2) zoning.

The real property, commonly known as APN: 010-280-05, 010-280-07, 010-280-09, 010-280-13, 010-280-17, 010-280-21, 010-280-25 *is more particularly described as:*

East ¼ of Sec 14, R44E, T32N, Battle Mountain, NV

Dated this 28th day of June, 2012.

DEAN BULLOCK CHAIR
LANDER COUNTY COMMISSION

Attest: _____
LANDER COUNTY CLERK

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 16

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding update on transfer of Lander County EMS from Lander County to Battle Mountain General Hospital on July 1, 2012, under agreement, and other matters properly relating thereto.

Public comment.

Background:

Mr. Phil Hanna, Chief Executive Officer, Battle Mountain General Hospital/Lander County Hospital District, will present an update to the Commission on the transfer of Lander County Emergency Medical Services (EMS) from Lander County to Battle Mountain General Hospital (BMGH) to be in full effect on July 1, 2012, per terms of the Interlocal Agrement between the two entities.

The transfer of Lander County Emergency Medical Services (EMS) administration and operation from Lander County to Battle Mountain General Hospital (BMGH) is nearly complete at this point in time and is scheduled to take full effect on July 1, 2012.

The transfer of the services is authorized under an Interlocal Agreement formally proposed by the Lander County Hospital District Board of Trustees during a regular meeting held on December 1, 2011, and subsequently accepted and approved by the Commission during the regular meeting held January 12, 2012.

Recommended Action:

No specific action to be taken by the Commission is necessary or recommended at this time.

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 16

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Recommended Action:

No specific action to be taken by the Commission is necessary or recommended at this time.

AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: 6/14/2012

NAME: PHILIP HANNA REPRESENTING: BMGH / LCEMS

ADDRESS: 575 S. HUMBOLDT St. BM, NV 89820

PHONE (H): _____ (W): 635-6000 (FAX): 635-8844

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: WORK

WHO WILL BE ATTENDING THE MEETING: PHILIP HANNA

JOB TITLE: CEO

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: EMS UPDATE, SERVICE MODIFICATION AND BUDGET REVIEW.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? REQUEST COMMISSIONERS APPROVAL OF THE BUDGET AND SERVICE MODIFICATION

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

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

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

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

FOR REVIEW BY:

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

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

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

Philip Hanna DATE: 6-21-12

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

16

Lander County EMS
Service Update – June 28, 2012

- Paramedic Services will be initiated in Lander County July 1, 2012
- Collaborative Partnership established with HGH EMS. Under the management of Battle Mountain General Hospital (BMGH); HGH EMS will provide direct supervision (Rick Bell –Lander County EMS Coordinator), training/continuing medical education, compliance/quality assurance and personnel and agency liaison.
- EMS Education grant application for Lander County EMS funded.
- New graphics being applied to EMS squads in Battle Mountain.
- Training course being organized for southern Lander County.
- Billing responsibility transfers to BMGH on July 1, 2012.
- Working toward all county EMS activities being under the medical director of Dr. John Peters.
- Compliance programs through BMGH and HGH EMS reduces potential liability issues for EMS Services.
- As interested Lander County residents achieve paramedic training they replace the paramedic "travelers."
- Based on initial EMS budgets for the first twelve months of operations the County Commissioners financial obligation under the Inter-Local will be reduced about 30%.
- A plan is being implemented to reduce initial response times.

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 17

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of Agreement between Lander County and Hunewill Construction Co., in the amount of $1,166,835.09 for the Battle Mountain 2012 Road Rehabilitation Project and other matters properly relating thereto.

Public comment.

Background:

The Agreement between Lander County and Hunewill Construction Co., in the amount of $1,166,835.09, for the Battle Mountain 2012 Road Rehabilitation Project is presented to the Commission for consideration.

The bid for the Battle Mountain 2012 Road Rehabilitation Project was awarded to Hunewill Construction Co. by the Commission during the regular meeting held June 14, 2012, (Agenda Item #20).

Lander County Road and Bridge Foreman (North) Donald Negro and County Engineer Steve Brigman will present the Agreement and Contract document package to the Commission.

Recommended Action:

It is recommended that the Commission accept and approve the Agreement between Lander County and Hunewill Construction Co., in the amount of $1,166,835.09, for the Battle Mountain 2012 Road Rehabilitation Project and authorize the Chairman to sign the documents.

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. **OWNER** and **CONTRACTOR** each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, all remaining provisions shall continue to be valid and binding upon **OWNER** and **CONTRACTOR**, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

A. **CONTRACTORS** are required by law to be licensed and regulated by the Nevada's State Contractors Board. Any questions concerning a **CONTRACTOR** may be referred to the State Contractors Board, 70 Linden Street, Reno, Nevada 89502.

IN WITNESS WHEREOF, **OWNER** and **CONTRACTOR** have signed this Agreement in duplicate. One counterpart each has been delivered to **OWNER** and **CONTRACTOR**. All portions of the Contract Documents have been signed or identified by **OWNER** and **CONTRACTOR** or on their behalf.

This Agreement will be effective on June 28, 2012 (which is the Effective Date of the Agreement).

OWNER:
By: _____
[Corporate Seal]
Attest Sadie Sullivan

CONTRACTOR:
By: _____
SEAL AFFIXED
[Corporate Seal]
Attest Jack Ellens

Address for giving notices:
313 S. Humboldt St.
Battle Mountain, NV 89820

Addresses for giving notices:
1410 W. Railroad Str.
Winnemucca, Nv. 89445

(If **OWNER** is a corporation, attach evidence of authority to sign. If **OWNER** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of **OWNER-CONTRACTOR** Agreement.)

License No.: 9078A
(Where applicable)

Agent for service of process:
Loren Hunewill

(If **CONTRACTOR** is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: _____
Title: _____
Address: _____
Phone: _____
Facsimile: _____

Designated Representative:

Name: Loren Hunewill
Title: President
Address: 1410 W. Railroad Str.
Phone: 775-623-2888
Facsimile: 775-623-2882

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
L/P Insurance Services, Inc.
dba:ISU-L/P Insurance Services
6275 Neil Road, 3rd Floor
Reno NV 89511

CONTACT NAME: Sherie Cloutier
PHONE (A/C, No, Ext): (775) 996-6000 FAX (A/C, No): (775) 473-9288
E-MAIL ADDRESS: sherie.cloutier@lpins.net

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: National Fire Insurance Co of
INSURER B: Valley Forge Insurance Co
INSURER C: Transportation Insurance Co
INSURER D: Companion Com Ins Co
INSURER E:
INSURER F:

INSURED
HE Hunewill Construction Co.
315 Artist View
Wellington NV 89444

COVERAGES CERTIFICATE NUMBER:Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			4014281406	11/1/2011	11/1/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			4014281454	11/1/2011	11/1/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			4014281356	11/1/2011	11/1/2012	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WNB000105100	1/1/2011	1/1/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is Additional Insured as respects General Liability, per form G17957C 01/01 attached.
JOB: Battle Mountain 2012 Road Rehabilitation Project

CERTIFICATE HOLDER

Lander County
315 S. Humboldt St.
Battle Mountain, NV 89820

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
S Cloutier/SHERIE Sherie M. Cloutier

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INS025 (201005) 01 The ACORD name and logo are registered marks of ACORD

CNA

G-17957-G
(Ed. 01/01)

IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C.1. OF THIS ENDORSEMENT FOR THESE DUTIES.

ALSO, THIS ENDORSEMENT CHANGES THE CONTRACTUAL LIABILITY COVERAGE WITH RESPECTS TO THE "BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF THE "PRODUCTS-COMPLETED OPERATIONS HAZARD". SEE PARAGRAPH B.3. OF THIS ENDORSEMENT FOR THIS COVERAGE CHANGE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED ENDORSEMENT WITH LIMITED PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:	**Designated Project:**
Lander County 315 S. Humboldt St. Battle Mountain, NV 89820	Battle Mountain 2012 Road Rehabilitation Project

000001

(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)

A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury".

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The coverage provided to the additional insured by this endorsement and paragraph **f.** of the definition of "insured contract" under DEFINITIONS (Section V) do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement. When coverage does apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" such coverage will not apply beyond:
   a. The period of time required by the written contract or written agreement; or

b. 5 years from the completion of "your work" on the project which is the subject of the written contract or written agreement,

whichever is less.

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

C. As respects the coverage provided under this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:

1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:

e. An additional insured under this endorsement will as soon as practicable:

(1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

(2) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and

(3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

f. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

2. Paragraph **4.b.** of the Other Insurance Condition is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

Bond No. 105748472
Premium: $10,502.00

Performance Bond

Any singular reference to **CONTRACTOR**, Surety, **OWNER** or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
H. E. Hunewill Construction Co., Inc.
1410 West Railroad St.
Winnemucca, NV 89445

SURETY (Name and Address of Principal Place of Business):
Travelers Casualty and Surety Company of America
11070 White Rock Rd.
Rancho Cordova, CA 95670

OWNER (Name and Address): **Lander County**
315 South Humboldt Street
Battle Mountain, Nevada 89820

CONTRACT: Date: _____ Amount: $1,166,835.09

Description (Name and Location): Battle Mountain 2012 Road Rehabilitation Projects

BOND: Date (Not earlier than Contract Date): June 18, 2012 Amount: $1,166,835.09

Modifications to this Bond Form: _____

Surety and **CONTRACTOR**, intending to be legally bound hereby, subject to the terms printed on page 00610-2, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR as Principal

Company: H. E. Hunewill Construction Co., Inc. (Corp. Seal)

Signature: _____

Name and Title: Loren Hunewill President

SURETY

Company: Travelers Casualty and Surety Company of America (Corp. Seal)

Signature: Lori Jones

Name and Title: Lori Jones
Attorney-In-Fact (attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR as Principal

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____
(attach Power of Attorney)

1. The CONTRACTOR and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1 The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2 The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3 The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1 The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3 Obtain Bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a Contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2 Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provision conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2 Contract: The agreement between the OWNER and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3 CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4 OWNER Default: Failure of the OWNER which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

Bond No. 105748472
Premium: Included in Performance Bond

Payment Bond

Any singular reference to Contract, Surety, **OWNER** or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
H. E. Hunewill Construction Co., Inc.
1410 West Railroad St.
Winnemucca, NV 89445

SURETY (Name and Address of Principal Place of Business):
Travelers Casualty and Surety Company of America
11070 White Rock Rd.
Rancho Cordova, CA 95670

OWNER (Name and Address): **Lander County**
315 South Humboldt Street
Battle Mountain, Nevada 89820

CONTRACT: Date: _____ Amount: $1,166,835.09

Description (Name and Location): Battle Mountain 2012 Road Rehabilitation Projects

BOND: Date (Not earlier than Contract Date): June 18, 2012 Amount: $1,166,835.09

Modifications to this Bond Form: _____

Surety and **CONTRACTOR**, intending to be legally bound hereby, subject to the terms printed on page 00610-4, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR as Principal

Company: H. E. Hunewill Construction Co., Inc. (Corp. Seal)

Signature: Loren Hunewill

Name and Title: Loren Hunewill President

SURETY

Company: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (Corp. Seal)

Signature: Lon Jones

Name and Title: Lon Jones
Attorney-In-Fact (attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR as Principal

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

(attach Power of Attorney)

1. The CONTRACTOR and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1 The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2 The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3 The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1 The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3 Obtain Bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a Contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

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6.1 The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

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8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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12.4 OWNER Default: Failure of the OWNER which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223412 Certificate No. 004897807

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Teri L. Wood, Michael Talbott, Nicholas D. E. Rossi, Lori Jones, and Patricia Owens

of the City of Reno, State of Nevada, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of June, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 7th day of June, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault, Notary Public

58440-6-11Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Ag. 17

Battle Mountain Road and Bridge

Lander County, Nevada

Bidding and Contract Documents
& Project Specifications
for the

Battle Mountain 2012 Road Rehabilitation Projects

Public Works Project Number:
PWP-LA-2012-252

Prepared by:



SHAW
ENGINEERING

20 Vine Street
Reno, NV 89503
Phone 775.329.5559
Fax 775.329.5406
www.shawengineering.com

May 2012

OWNER

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 18

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of Agreement between Lander County and Hunewill Construction Co., in the amount of $1,468,660.00, for the Austin/Kingston Paving Project 2012 and other matters properly related thereto.

Public comment.

Background:
The Agreement between Lander County and Hunewill Construction Co., in the amount of $1,468,660.00, for the Austin/Kingston Paving Project 2012 is presented to the Commission for consideration.

The bid for the Austin/Kingston Paving Project 2012 was awarded to Hunewill Construction Co. by the Commission during the regular meeting held June 14, 2012, (Agenda Item #21).

Lander County Road and Bridge Foreman (South) Bartolo Ramos and County Engineer Steve Brigman will present the Agreement and Contract document package to the Commission.

Recommended Action:
It is recommended that the Commission accept and approve the Agreement between Lander County and Hunewill Construction Co., in the amount of $1,468,660.00, for the Austin/Kingston Paving Project 2012 and authorize the Chairman to sign the documents.

LANDER COUNTY COMMISSION MEETING
June 28, 2012

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Recommended Action:
It is recommended that the Commission accept and approve the Agreement between Lander County and Hunewill Construction Co., in the amount of $1,468,660.00, for the Austin/Kingston Paving Project 2012 and authorize the Chairman to sign the documents.

Notice of Award

Dated: June 14, 2012

TO: HE Hunewill Construction, Inc.

ADDRESS: 1410 W. Railroad Street, Winnemucca, NV 89445

Contract: **Austin and Kingston Paving Projects 2012**

You are notified that your Bid dated June 6, 2012 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for Austin and Kingston Paving Projects 2012

(Indicate Total Work, Alternates or Sections of Work Awarded)

The Contract Price of your Contract is One million four hundred sixty eight thousand, six hundred and sixty Dollars ($ 1,468,660.00).

2 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.
5 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by June 28, 2012.

1. Deliver to the Owner 2 fully executed counterparts of the Contract Documents. [Each of the Contract Documents must bear your signature on (00520-6)].

2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20), [and] General Conditions (paragraph 5.01) [and Supplementary Conditions (paragraph SC-5.01).]

3. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle **OWNER** *to consider your Bid in default, to* annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, **OWNER** *will return to you one fully executed counterpart* of the Contract Documents.

(OWNER)

By: Steve Brigman

(AUTHORIZED SIGNATURE)

Project Engineer

(TITLE)

Copy to ENGINEER
(use Certified Mail,

Return Receipt Requested)

#18

Agreement

THIS AGREEMENT is by and between **Lander County** (hereinafter called **OWNER**) and HE Hunewill Construction, Inc. (hereinafter called **CONTRACTOR**).

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

ARTICLE 1 - Work

1.01 **CONTRACTOR** shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 2 - The Project

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Austin and Kingston Paving Projects 2012

ARTICLE 3 - Engineer

3.01 The Project has been designed by **Shaw Engineering, Ltd.**, 20 Vine Street, Reno, Nevada, 89503, who is hereinafter called **ENGINEER** and who is to act as **OWNER's** representative, assume all duties and responsibilities, and have the rights and authority assigned to **ENGINEER** in the Contract Documents in connection with the Work in accordance with the Contract Documents.

ARTICLE 4 – Contract Times

4.01 Time of the Essence

1. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

1. The Work will be substantially completed within 46 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 60 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

1. **CONTRACTOR** and **OWNER** recognize that time is of the essence of this Agreement and that **OWNER** will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by **OWNER** if the Work is not completed on time. Accordingly, instead of requiring any such proof, **OWNER** and **CONTRACTOR** agree that as liquidated damages for delay (but not as a penalty), **CONTRACTOR** shall pay **OWNER** $200.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if

CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by **OWNER, CONTRACTOR** shall pay **OWNER** $500.00 for each day that expires after the times specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – Contract Price

5.01 **OWNER** shall pay **CONTRACTOR** for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the amounts determined pursuant to the paragraph below:
A. For all Work, at the prices stated in **CONTRACTOR's** Bid, attached hereto as an exhibit.

As provided in paragraph 11.03 of the General Conditions, estimated quantities for unit price items are not guaranteed, and determinations of actual quantities and classifications are to be made by **ENGINEER** as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 – Payment Procedures

6.01 Submittal and Processing of Payments

A. **CONTRACTOR** shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by **ENGINEER** as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. **OWNER** shall make progress payments on account of the Contract Price on the basis of **CONTRACTOR's** Applications for Payment each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and, in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as **ENGINEER** may determine or **OWNER** may withhold, in accordance with paragraph 14.02 of the General Conditions:

   a. 90% of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by **ENGINEER**, and if the character and progress of the Work have been satisfactory to **OWNER** and **ENGINEER**, **OWNER**, on recommendation of **ENGINEER**, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

   b. 100% of cost of materials and equipment not incorporated in the Work.

2. Upon Substantial Completion, **OWNER** shall pay an amount sufficient to increase total payments to **CONTRACTOR** to 95% of the Work completed, less such amounts as **ENGINEER** shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of **ENGINEER's** estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, **OWNER** shall pay the remainder of the Contract Price as recommended by **ENGINEER** as provided in said paragraph 14.07.

ARTICLE 7 - Interest

7.01 The **CONTRACTOR** acknowledges that he is aware of the provisions of Nevada Revised Statute 338.160, which provides for investment of contract retainages, and the payment of interest thereon to the **CONTRACTOR** after completion of the Project. The **CONTRACTOR** agrees to waive all his rights to investment of and payment of interest on retainage, upon the understanding that the regulations of the lending agency prohibit such investment and that, without this waiver, loan and/or grant funds for this Project will not be available.

ARTICLE 8 – Contractor's Representations

8.01 In order to induce **OWNER** to enter into this Agreement, **CONTRACTOR** makes the following representations:

A. **CONTRACTOR** has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. **CONTRACTOR** has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. **CONTRACTOR** is familiar with and is satisfied as to all federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. **CONTRACTOR** has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. **CONTRACTOR** has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by **CONTRACTOR**, including applying the specific means, methods, techniques, sequence, and procedures of construction, if any, expressly required by the Contract Documents to be employed by **CONTRACTOR**, and safety precautions and programs incident thereto.

F. **CONTRACTOR** does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. **CONTRACTOR** is aware of the general nature of work to be performed by **OWNER** and others at the Site that relates to the Work as indicated in the Contract Documents.

H. **CONTRACTOR** has correlated the information known to **CONTRACTOR**, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. **CONTRACTOR** has given **ENGINEER** written notice of all conflicts, errors, ambiguities, or discrepancies

SIGN HERE

that **CONTRACTOR** has discovered in the Contract Documents, and the written resolution thereof by **ENGINEER** is acceptable to **CONTRACTOR**.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – Contract Documents

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (Number 00520);
2. Performance Bond (Number 00610);
3. Payment Bond (Number 00615);
4. General Conditions (Number 00700);
5. Supplementary Conditions (Number 00800);
6. Project Drawings (Section 00300)
7. Addenda (Section 00900).
8. Exhibits to this Agreement (enumerated as follows):
   A. Notice to Proceed (number 00550);
   B. **CONTRACTOR's** Bid;
   C. Documentation submitted by **CONTRACTOR** prior to Notice of Award (pages _____ to _____, inclusive);
9. State Prevailing Wage Rates including Addenda;
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    1. Written Amendments;
    2. Work Change Directives;
    3. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - Miscellaneous

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

03 Successors and Assigns

A. **OWNER** and **CONTRACTOR** each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

04 Severability

A. Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, all remaining provisions shall continue to be valid and binding upon **OWNER** and **CONTRACTOR**, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

05 Other Provisions

A. **CONTRACTORS** are required by law to be licensed and regulated by the Nevada's State Contractors Board. Any questions concerning a **CONTRACTOR** may be referred to the State Contractors Board, 70 Linden Street, Reno, Nevada 89502.

SIGN HERE

WITNESS WHEREOF, **OWNER** and **CONTRACTOR** have signed this Agreement in duplicate. One counterpart each has been ivered to **OWNER** and **CONTRACTOR**. All portions of the Contract Documents have been signed or identified by **OWNER** and **NTRACTOR** or on their behalf.

's Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

VNER:	**CONTRACTOR:**
: _____	By: Loren Hunewill
_____	_____
[Corporate Seal]	*[Corporate Seal]*
est _____	Attest Jack Ellis
dress for giving notices:	Addresses for giving notices:
_____	1410 West Railroad Str.
_____	Winnemucca, NV. 89445
_____	_____
OWNER is a corporation, attach evidence of authority ign. If **OWNER** is a public body, attach evidence of hority to sign and resolution or other documents horizing execution of **OWNER-CONTRACTOR** reement.)	License No.: 9078A *(Where applicable)*
	Agent for service of process: Loren Hunewill
	(If **CONTRACTOR** is a corporation or a partnership, attach evidence of authority to sign.)
signated Representative:	Designated Representative:
me: _____	Name: Loren Hunewill
le: _____	Title: President
dress: _____	Address: 1410 W. Railroad Str.
one: _____	Phone: 775-623-2888
csimile: _____	Facsimile: 775-623-2992

SIGN HERE

DOC # 0264439
06/28/2012 03:11 PM
Official Record
Recording requested By
LANDER COUNTY CLERK
Lander County - NV
Idonna Trevino - Recorder
Fee: Page 1 of 7
RPTT: Recorded By: TO
Book- 634 Page- 0596
0264439

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

AGREEMENT BETWEEN LANDER COUNTY & H.E. HUNEWILL CONSTRUCTION, INC. FOR THE AUSTIN & KINGSTON PAVING PROJECTS 2012

TITLE OF DOCUMENT

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

Agreement

THIS AGREEMENT is by and between **Lander County**

(hereinafter called **OWNER**) and HE Hunewill Construction, Inc.

(hereinafter called **CONTRACTOR**).

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

ARTICLE 1 - Work

1.01 **CONTRACTOR** shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 2 - The Project

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Austin and Kingston Paving Projects 2012

ARTICLE 3 - Engineer

3.01 The Project has been designed by **Shaw Engineering, Ltd.**, 20 Vine Street, Reno, Nevada, 89503, who is hereinafter called **ENGINEER** and who is to act as **OWNER's** representative, assume all duties and responsibilities, and have the rights and authority assigned to **ENGINEER** in the Contract Documents in connection with the Work in accordance with the Contract Documents.

ARTICLE 4 – Contract Times

4.01 Time of the Essence

1. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

1. The Work will be substantially completed within 46 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 60 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

1. **CONTRACTOR** and **OWNER** recognize that time is of the essence of this Agreement and that **OWNER** will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by **OWNER** if the Work is not completed on time. Accordingly, instead of requiring any such proof, **OWNER** and **CONTRACTOR** agree that as liquidated damages for delay (but not as a penalty), **CONTRACTOR** shall pay **OWNER** $200.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if

CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by **OWNER**, **CONTRACTOR** shall pay **OWNER** $500.00 for each day that expires after the times specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – Contract Price

5.01 **OWNER** shall pay **CONTRACTOR** for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the amounts determined pursuant to the paragraph below:
A. For all Work, at the prices stated in **CONTRACTOR's** Bid, attached hereto as an exhibit.

As provided in paragraph 11.03 of the General Conditions, estimated quantities for unit price items are not guaranteed, and determinations of actual quantities and classifications are to be made by **ENGINEER** as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 – Payment Procedures

6.01 Submittal and Processing of Payments

A. **CONTRACTOR** shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by **ENGINEER** as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. **OWNER** shall make progress payments on account of the Contract Price on the basis of **CONTRACTOR's** Applications for Payment each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and, in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as **ENGINEER** may determine or **OWNER** may withhold, in accordance with paragraph 14.02 of the General Conditions:

   a. 90% of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by **ENGINEER**, and if the character and progress of the Work have been satisfactory to **OWNER** and **ENGINEER**, **OWNER**, on recommendation of **ENGINEER**, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

   b. 100% of cost of materials and equipment not incorporated in the Work.

2. Upon Substantial Completion, **OWNER** shall pay an amount sufficient to increase total payments to **CONTRACTOR** to 95% of the Work completed, less such amounts as **ENGINEER** shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of **ENGINEER's** estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, **OWNER** shall pay the remainder of the Contract Price as recommended by **ENGINEER** as provided in said paragraph 14.07.

ARTICLE 7 - Interest

7.01 The **CONTRACTOR** acknowledges that he is aware of the provisions of Nevada Revised Statute 338.160, which provides for investment of contract retainages, and the payment of interest thereon to the **CONTRACTOR** after completion of the Project. The **CONTRACTOR** agrees to waive all his rights to investment of and payment of interest on retainage, upon the understanding that the regulations of the lending agency prohibit such investment and that, without this waiver, loan and/or grant funds for this Project will not be available.

ARTICLE 8 – Contractor's Representations

8.01 In order to induce **OWNER** to enter into this Agreement, **CONTRACTOR** makes the following representations:

A. **CONTRACTOR** has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. **CONTRACTOR** has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. **CONTRACTOR** is familiar with and is satisfied as to all federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. **CONTRACTOR** has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. **CONTRACTOR** has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by **CONTRACTOR**, including applying the specific means, methods, techniques, sequence, and procedures of construction, if any, expressly required by the Contract Documents to be employed by **CONTRACTOR**, and safety precautions and programs incident thereto.

F. **CONTRACTOR** does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. **CONTRACTOR** is aware of the general nature of work to be performed by **OWNER** and others at the Site that relates to the Work as indicated in the Contract Documents.

H. **CONTRACTOR** has correlated the information known to **CONTRACTOR**, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. **CONTRACTOR** has given **ENGINEER** written notice of all conflicts, errors, ambiguities, or discrepancies

that **CONTRACTOR** has discovered in the Contract Documents, and the written resolution thereof by **ENGINEER** is acceptable to **CONTRACTOR**.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – Contract Documents

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (Number 00520);
2. Performance Bond (Number 00610);
3. Payment Bond (Number 00615);
4. General Conditions (Number 00700);
5. Supplementary Conditions (Number 00800);
6. Project Drawings (Section 00300)
7. Addenda (Section 00900).
8. Exhibits to this Agreement (enumerated as follows):
   A. Notice to Proceed (number 00550);
   B. **CONTRACTOR's** Bid;
   C. Documentation submitted by **CONTRACTOR** prior to Notice of Award (pages _____ to _____, inclusive);
9. State Prevailing Wage Rates including Addenda;
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    1. Written Amendments;
    2. Work Change Directives;
    3. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - Miscellaneous

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. **OWNER** and **CONTRACTOR** each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, all remaining provisions shall continue to be valid and binding upon **OWNER** and **CONTRACTOR**, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

A. **CONTRACTORS** are required by law to be licensed and regulated by the Nevada's State Contractors Board. Any questions concerning a **CONTRACTOR** may be referred to the State Contractors Board, 70 Linden Street, Reno, Nevada 89502.

IN WITNESS WHEREOF, **OWNER** and **CONTRACTOR** have signed this Agreement in duplicate. One counterpart each has been delivered to **OWNER** and **CONTRACTOR**. All portions of the Contract Documents have been signed or identified by **OWNER** and **CONTRACTOR** or on their behalf.

This Agreement will be effective on June 28, 2012 (which is the Effective Date of the Agreement).

OWNER:
By: _____

[Corporate Seal]

Attest Sadie Sullivan

Address for giving notices:

315 S. Humboldt St.
Battle Mountain, NV 89820

(If **OWNER** is a corporation, attach evidence of authority to sign. If **OWNER** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of **OWNER-CONTRACTOR** Agreement.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

CONTRACTOR:
By: _____

SEAL AFFIXED

[Corporate Seal]

Attest Jack Ellis

Addresses for giving notices:
1410 West Railroad Str.
Winnemucca, NV. 89445

License No.: 9078A
(Where applicable)

Agent for service of process:
Loren Hunewill

(If **CONTRACTOR** is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Loren Hunewill

Title: President

Address: 1410 W. Railroad Str.

Phone: 775-623-2888

Facsimile: 775-623-2992

Ag-18

Austin Road and Bridge

Lander County, Nevada

Bidding and Contract Documents
& Project Specifications for the

Austin and Kingston Paving Projects 2012

Public Works Project Number:
PWP-LA-2012-253

Prepared by:

SHAW
ENGINEERING

20 Vine Street
Reno, NV 89503
Phone 775.329.5559
Fax 775.329.5406
www.shawengineering.com

April 2012

OWNER

Bond No. 105748473
Premium: $13,218.00

Performance Bond

Any singular reference to **CONTRACTOR**, Surety, **OWNER** or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
H. E. Hunewill Construction Co., Inc.
1410 West Railroad St.
Winnemucca, NV 89445

SURETY (Name and Address of Principal Place of Business):
Travelers Casualty and Surety Company of America
11070 White Rock Rd.
Rancho Cordova, CA 95670

OWNER (Name and Address): **Lander County**
315 South Humboldt Street
Battle Mountain, Nevada 89820

CONTRACT: Date: _____ Amount: $1,468,660.00

Description (Name and Location): Austin and Kingston Paving Projects 2012

BOND: Date (Not earlier than Contract Date): June 18, 2012 Amount: $1,468,660.00

Modifications to this Bond Form: _____

Surety and **CONTRACTOR**, intending to be legally bound hereby, subject to the terms printed on page 00610-2, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR as Principal

Company: H. E. Hunewill Construction Co., Inc. (Corp. Seal)
Signature: Loren Hunewill
Name and Title: Loren Hunewill President

SURETY

Company: Travelers Casualty and Surety Company of America (Corp. Seal)
Signature: Lori Jones
Name and Title: Lori Jones
Attorney-In-Fact (attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR as Principal

Company: _____ (Corp. Seal)
Signature: _____
Name and Title: _____

SURETY

Company: _____ (Corp. Seal)
Signature: _____
Name and Title: _____
(attach Power of Attorney)

1. The CONTRACTOR and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1 The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2 The OWNER has declared a CONTRACTOR Default, and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3 The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1 The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3 Obtain Bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a Contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2 Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suite shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provision conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2 Contract: The agreement between the OWNER and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3 CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4 OWNER Default: Failure of the OWNER which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

Bond No. 105748473
Premium: Included in Performance Bond

Payment Bond

Any singular reference to Contract, Surety, **OWNER** or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
H. E. Hunewill Construction Co., Inc.
1410 West Railroad St.
Winnemucca, NV 89445

SURETY (Name and Address of Principal Place of Business):
Travelers Casualty and Surety Company of America
11070 White Rock Rd.
Rancho Cordova, CA 95670

OWNER (Name and Address): **Lander County**
315 South Humboldt Street
Battle Mountain, Nevada 89820

CONTRACT: Date: _____ Amount: $1,468,660.00

Description (Name and Location): Austin and Kingston Paving Projects 2012

BOND: Date (Not earlier than Contract Date): June 18, 2012 Amount: $1,468,660.00

Modifications to this Bond Form: _____

Surety and **CONTRACTOR**, intending to be legally bound hereby, subject to the terms printed on page 00610-4, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR as Principal

Company: H. E. Hunewill Construction Co Inc (Corp. Seal)

Signature: Loren Hunewill

Name and Title: Loren Hunewill President

SURETY

Company: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (Corp. Seal)

Signature: Lori Jones

Name and Title: Lori Jones
Attorney-In-Fact (attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR as Principal

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

(attach Power of Attorney)

1. The CONTRACTOR and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1 The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2 The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3 The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1 The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange, for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractor ; or

4.3 Obtain Bids or negotiated proposals from qualified contractor acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a Contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied pliability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2 Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suite shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2 Contract: The agreement between the OWNER and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3 CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4 OWNER Default: Failure of the OWNER which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223412 **Certificate No.** 004897808

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Teri L. Wood, Michael Talbott, Nicholas D. E. Rossi, Lori Jones, and Patricia Owens

of the City of Reno, State of Nevada, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of June, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 7th day of June, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-6-11Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER L/P Insurance Services, Inc. dba:ISU-L/P Insurance Services 6275 Neil Road, 3rd Floor Reno NV 89511	CONTACT NAME: Sherie Cloutier PHONE (A/C, No, Ext): (775) 996-6000 FAX (A/C, No): (775) 473-9288 E-MAIL ADDRESS: sherie.cloutier@lpins.net
INSURED HE Hunewill Construction Co. 315 Artist View Wellington NV 89444	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: National Fire Insurance Co of INSURER B: Valley Forge Insurance Co INSURER C: Transportation Insurance Co INSURER D: Companion Com Ins Co INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			4014281406	11/1/2011	11/1/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			4014281484	11/1/2011	11/1/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			4014281356	11/1/2011	11/1/2012	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WNB000105100	1/1/2011	1/1/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is Additional Insured as respects General Liability, per form G17957G 01/01 attached.
JOB: Austin & Kingston Paving Projects 2012

CERTIFICATE HOLDER

Lander County
315 S. Humboldt St.
Battle Mountain, NV 89820

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

S Cloutier/SHERIE Sherie M. Cloutier

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CNA

G-17957-G
(Ed. 01/01)

IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C.1. OF THIS ENDORSEMENT FOR THESE DUTIES.

ALSO, THIS ENDORSEMENT CHANGES THE CONTRACTUAL LIABILITY COVERAGE WITH RESPECTS TO THE "BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF THE "PRODUCTS-COMPLETED OPERATIONS HAZARD". SEE PARAGRAPH B.3. OF THIS ENDORSEMENT FOR THIS COVERAGE CHANGE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED ENDORSEMENT WITH LIMITED PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:	**Designated Project:**
Lander County 315 S. Humboldt St. Battle Mountain, NV 89820	Austin & Kingston Paving Projects 2012

(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)

A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury".

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement. When coverage does apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" such coverage will not apply beyond:
   a. The period of time required by the written contract or written agreement; or

b. 5 years from the completion of "your work" on the project which is the subject of the written contract or written agreement,

whichever is less.

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

C. As respects the coverage provided under this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:

1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:

e. An additional insured under this endorsement will as soon as practicable:

(1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

(2) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and

(3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

f. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

2. Paragraph **4.b.** of the Other Insurance Condition is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 19

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval of the Public Works/Road and Bridge North's job description for "Administrative Assistant/Public Works and Road and Bridge Departments" and other matters properly relating thereto.

Public comment.

Background:

The Public Works/Road and Bridge North job description for "Administrative Assistant/Public Works and Road and Bridge Departments" is presented for Commission consideration.

This job description has been updated to reflect the duties and responsibilities for this position applicable to the current structure of the Public Works and Road and Bridge Departments and as part of the course of action to facilitate succession of the incumbent currently employed.

Lander County Road and Bridge (North) Foreman Donald Negro and Lander County Public Works Foreman Jacob Edgar, as well as Lander County Human Resources Director Soveida Robinson, will address the Commission on this item.

Recommended Action:

It is recommended that the Commission approve the Public Works/Road and Bridge North job description for "Administrative Assistant/Public Works and Road and Bridge Departments" as presented.

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 19

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval of the Public Works/Road and Bridge North's job description for "Administrative Assistant/Public Works and Road and Bridge Departments" and other matters properly relating thereto.

Public comment.

Background:
The Public Works/Road and Bridge North job description for "Administrative Assistant/Public Works and Road and Bridge Departments" is presented for Commission consideration.

This job description has been updated to reflect the duties and responsibilities for this position applicable to the current structure of the Public Works and Road and Bridge Departments and as part of the course of action to facilitate succession of the incumbent currently employed.

Lander County Road and Bridge (North) Foreman Donald Negro and Lander County Public Works Foreman Jacob Edgar, as well as Lander County Human Resources Director Soveida Robinson, will address the Commission on this item.

Recommended Action:
It is recommended that the Commission approve the Public Works/Road and Bridge North job description for "Administrative Assistant/Public Works and Road and Bridge Departments" as presented.

AGENDA REQUEST FORM

MEETING DATE: June 28,2012

NAME: Donald Negro/Jacob Edgar REPRESENTING: Road & Bridge/Water & Sewer

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

PHONE (H): _____ (W): 775-635-2728 & 635-2190 FAX: 775-635-2801

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 775-635-2728 & 2190

WHO WILL BE ATTENDING THE MEETING: Donald Negro / Road & Bridge Foreman

JOB TITLE: Jacob Edgar/Public Works Foreman

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Discussion and possible action regarding approval of the Job Description change from Assistant to the Public Works Director to the Administrative Assistant / Public Works and Road & Bridge Departments.

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

Approve

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST?

AMOUNT _____ __ YES _X_ NO

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

WHEN? Budget Hearings on March 14th and 15th, 2012

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

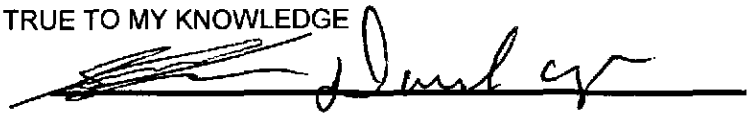
HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT HEAD? _X_ YES ___ NO

FOR REVIEW BY:

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

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE



MEETING DATE: June 28, 2012

#19

Battle Mountain Water & Sewer
Lander County Road & Bridge

550 W Second Street
Battle Mountain, NV 89820
(775) 635-2728

June 11, 2012

Lander County Board of Commissioners
315 South Humboldt Street
Battle Mountain, Nevada 89820

RE: Job Description Change

We feel that the change of this title was necessary because the Public Works Director position was eliminated. Changes were made to clarify that the Assistant to the Public Works Director is an assistant to both Public Works and Road & Bridge Departments. Minor wording was changed in the job description to reflect the new title of Administrative Assistant and eliminate references to the Director position.

Sincerely,

Donald R. Negro
Road & Bridge Foreman

Jacob Edgar
Public Works Foreman

LANDER COUNTY
Job Description
ADMINISTRATIVE ASSISTANT
Public Works and Road & Bridge Departments

Grade: N/A
Classification: Administrative Assistant
Position: Full-Time
Probationary Period: 6 months
Position Status: FLAS Exempt

DEFINITION: Under direction, provides administrative and staff support to the Public Works Foreman and Road & Bridge Foreman; independently completes ongoing and special projects; makes studies of methods, procedures and administrative problems and recommends improvements or solutions; and performs other work as assigned.

DISTINGUISHING CHARACTERISTICS: Position provides a comprehensive range of administrative support to the Public Works Foreman and Road & Bridge Foreman.

EXAMPLES OF DUTIES: The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties which are not listed below.

1. Coordinates administrative activities for variety of programs managed by the Public Works Foreman and Road & Bridge Foreman; assists in the development and implementation of administrative policies and procedures through research and analysis; makes recommendation on procedures, work flow, training needs, and equipment use; supervises clerical employees and oversees the daily procedures of the office.

2. Conducts studies; completes a variety of organizational and administrative projects involving research and analysis; collects data and analyzes work programs and cost estimates in connection with the various Public Works and Road & Bridge budgets; assists in the preparation of budgets.

3. Researches, analyzes and makes recommendations on potential programs for funding under special grant programs; prepares grant applications; administers grant programs such as Community Development and Community Services Block Grants and other Federal and State grant programs; prepares and administers grant budgets; conducts meetings of grant program participants; completes financial and narrative reports regarding grant funded activities.

4. Assists in administrating the Public Works and Road & Bridge personnel system; answers questions and provides information regarding personnel policies, procedures and contracts; conducts salary surveys; coordinates the recruitment and selection of applicants for Public Works and Road & Bridge employment; writes and places advertisements; reviews and keeps records of applications received; assists in preparing or selecting applicant screening tests; provides instructions to participants in interview panels; drafts job offer letters and letters to unsuccessful applicants; schedules physical examinations; conducts background checks.

5. Assists with organization and conducts Public Works and Road & Bridge employee training

programs including employee orientation, health and safety training, and other employee training and development programs; administers various non-monetary employee benefit programs such as the Family Medical Leave Act (FMLA), the Americans With Disabilities Act (ADA) and other such programs; coordinates committee activities, meetings and related responsibilities and assigned projects.

6. Coordinates the Public Works and Road & Bridge Departments Drug and Alcohol Testing Program; makes arrangements with Public Works Foreman and Road & Bridge Foreman for random drug/alcohol screening of employees; receives confidential test results from health care providers; maintains confidential records regarding results of drug/alcohol tests; makes recommendations regarding policy updates and revisions.

7. Serves as the liaison with Public Works and Road & Bridge departments to troubleshoot computer related problems; develops, updates and maintains information; utilizes online capabilities to research a variety of topics and maintains an online link with various information sources.

8. Represents the Public Works Foreman and Road & Bridge Foreman with County departments, governmental agencies, and community groups as assigned; may assist in making oral and written presentations to the Board of County Commissioners and to other public and private groups.

9. Writes and types correspondence, transcripts, forms, reports and other documents.

ESSENTIAL FUNCTIONS OF THE JOB:

1. Must be able to use modern office procedures, methods and computer equipment.
2. Must have knowledge of principals and procedures in dealing with the public.
3. Must have knowledge of pertinent Federal, State, and local laws, codes and regulations.
4. Must be able to use correct spelling, vocabulary, grammar and punctuation.
5. Must have knowledge of principles of technical letter writing and report preparation.
6. Must have knowledge of basic mathematical principles, accounting principles and practices.
7. Must have stamina to sit at computer console for long periods.

MINIMUM QUALIFICATIONS FOR EMPLOYMENT

Knowledge and Ability: *Knowledge of* administrative techniques used in budgeting, accounting and office management; data collection and report writing; office methods and procedures; computer systems applications; functions of various governmental departments and agencies.
Ability to understand, interpret and apply rules, regulations and ordinances; gather and analyze a variety of data and prepare appropriate reports; communicate orally and in writing; independently carry out an assortment of special and on-going projects; supervise the work of clerical staff; type at a rate sufficient to perform assigned duties.

Experience and Training: - High school diploma and 5 years of experience related to general administration, accounting, budgetary analysis which includes research, analysis and the preparation of written reports related to the administration of on-going or special projects and utilization of automated technology.

License(s)/Certificate(s): Possession of a driver's license.

Post Job Offer Doctor's Exam: Required to determine whether employee is able to lift 25 pounds.

Physical Demands: Strength, dexterity, coordination and vision to use keyboard and video display terminal for prolonged periods. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of items weighing up to twenty-five pounds such as files, stacks of paper, reference and other materials; moving from place-to-place within the office; some reaching for items above and below desk level.

Working Conditions: Generally clean work environment with limited exposure to conditions such as dust, fumes, odors or noise; periodic contact with angry and upset individuals; frequent interruptions of planned work activities by telephone calls, office visitors, and response to unplanned events; some extended work hours.

Drug Screen: A pre-employment drug screening may be required.

FLSA Status: Exempt Date Approved/Amended _____

Nothing in this job description creates any contractual relationship between Lander County and Applicant/Employee. Lander County is an equal opportunity employer. Lander County is a drug free work place.

A copy of this job description was received by _____

this _____ day of _____, 20____.

Signed:

_____

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 20

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding hiring a replacement for the position of Administrative Assistant/Public Works and Road and Bridge Departments and other matters properly relating thereto.

Public comment.

Background:

The process for hiring a replacement for the position of Administrative Assistant/Public Works and Road and Bridge Departments is brought before the Commission for consideration.

The incumbent to the Administrative Assistant/Public Works and Road and Bridge Departments position will be retiring from Lander County employment on or about October 5, 2012. The succession/transition process specific to this position was discussed during the 2012-2013 Budget Workshop held March 14, 2012. Per the discussions held during the Budget Workshop and recommendation of Lander County Road and Bridge (North) Foreman Donald Negro, Tammy Dimitroff, Public Works Department Executive Secretary is proposed to fill this position effective July 1, 2012.

Recommended Action:

It is recommended that the Commission ratify the hiring of Tammy Dimitroff, Public Works Department Executive Secretary, to fill the position of Administrative Assistant/Public Works and Road and Bridge Departments, effective July 1, 2012.

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 20

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding hiring a replacement for the position of Administrative Assistant/Public Works and Road and Bridge Departments and other matters properly relating thereto.

Public comment.

Background:
The process for hiring a replacement for the position of Administrative Assistant/Public Works and Road and Bridge Departments is brought before the Commission for consideration.

The incumbent to the Administrative Assistant/Public Works and Road and Bridge Departments position will be retiring from Lander County employment on or about October 5, 2012. The succession/transition process specific to this position was discussed during the 2012-2013 Budget Workshop held March 14, 2012. Per the discussions held during the Budget Workshop and recommendation of Lander County Road and Bridge (North) Foreman Donald Negro, Tammy Dimitroff, Public Works Department Executive Secretary is proposed to fill this position effective July 1, 2012.

Recommended Action:
It is recommended that the Commission ratify the hiring of Tammy Dimitroff, Public Works Department Executive Secretary, to fill the position of Administrative Assistant/Public Works and Road and Bridge Departments, effective July 1, 2012.

AGENDA REQUEST FORM
MEETING DATE: June 28,2012

NAME: Donald Negro REPRESENTING: Road & Bridge

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

PHONE (H): _____ (W): 775-635-2728 FAX: 775-635-2801

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 775-635-2728

WHO WILL BE ATTENDING THE MEETING: Donald Negro
JOB TITLE: Road & Bridge Foreman

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Discussion and possible action regarding hiring a replacement for the position of the Administrative Assistant to the Public Works and Road & Bridge Departments.

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

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST?
AMOUNT _____ __ YES _X_ NO

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? _X_ YES ___ NO
WHEN? Budget Hearings on March 14th and 15th, 2012

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

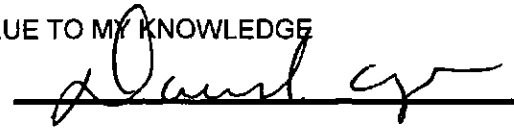
HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT HEAD? _X_ YES ___ NO

FOR REVIEW BY:

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

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE



MEETING DATE: June 28, 2012

#
20

Lander County Road & Bridge

Donald R. Negro
Road & Bridge Foreman
550 W Second Street
Battle Mountain, NV 89820
(775) 635-2728

June 11, 2012

Lander County Board of Commissioners
315 South Humboldt Street
Battle Mountain, Nevada 89820

RE: Filling of Vacant Position

As we discussed in the Budget Hearings in March, Karen Morgan will be retiring as of October 5, 2012. At this time I would like to recommend that Tammy Dimitroff be transferred to the position of Administrative Assistant / Public Works and Road & Bridge Departments. I feel that Tammy is more than qualified for this position and should make a smooth transition.

To allow sufficient time for training I would like Tammy's transfer to be effective as of July 1, 2012.

Sincerely,

Donald R. Negro
Road & Bridge Foreman

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 21

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding the Mountain View Golf Course greens emergency replacement project and other matters properly relating thereto.

Public comment.

Background:

The Mountain View Golf Course greens emergency replacement project is brought before the Commission for consideration.

Certain contractual details have emerged to delay the project. Lander County Executive Director Gene Etcheverry and Lander County Public Works Foreman Jacob Edgar are presenting an alternative by which to proceed as expeditiously as possible with the project.

Public Works Foreman Edgar and Executive Director Etcheverry will address the Commission on this item.

Recommended Action:

It is recommended that the Commission direct Executive Director Etcheverry and Public Works Foreman Edgar to proceed with the Mountain View Golf Course greens emergency replacement project in a fashion to facilitate completion as soon as possible.

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 21

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding the Mountain View Golf Course greens emergency replacement project and other matters properly relating thereto.

Public comment.

Background:

The Mountain View Golf Course greens emergency replacement project is brought before the Commission for consideration.

Certain contractual details have emerged to delay the project. Lander County Executive Director Gene Etcheverry and Lander County Public Works Foreman Jacob Edgar are presenting an alternative by which to proceed as expeditiously as possible with the project.

Public Works Foreman Edgar and Executive Director Etcheverry will address the Commission on this item.

Recommended Action:

It is recommended that the Commission direct Executive Director Etcheverry and Public Works Foreman Edgar to proceed with the Mountain View Golf Course greens emergency replacement project in a fashion to facilitate completion as soon as possible.

Specialized Shaping Construction

Mountain View Golf Course Greens Renovation 2012

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

***Scope of work*:**

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

Remove exsisting irrigation cut and cap

Shape new greens complex

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

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

Fine grade putting surface/surrounds for sod installation

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

Cost:

Mobilization	**$13,000.00**
Specialized Shaping	**$237,000.00**
Total Cost	**$250,000.00**

Construction notes:

Lander County to purchase sod for project West Coast Turf job quote.($127,737.79)

Lander County to purchase irrigation materials approx cost ($8,962.21)

Specialized Shaping Construction (Price includes Sand, gravel, drainage materials, labor and equipment to rebuild greens)

Unsuitable Material Clause: Any exsisting material deemed unsuitable for shaping of new greens will be an additional cost on a time and materials bases for removal and import of suitable working material)

Approx 10-12 weeks to complete

DOC # 0264532
07/20/2012 09:11 AM
Official Record
Recording requested By
LANDER COUNTY CLERK
Lander County - NV
Idonna Trevino - Recorder
Fee: Page 1 of 9
RPTT: Recorded By: TO
Book- 635 Page- 0118
0264532

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

AGREEMENT FOR SPECIALIZED SHAPING CONSTRUCTION FOR THE MOUNTAIN VIEW GOLF COURSE

TITLE OF DOCUMENT

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

Specialized Shaping Construction
Contractor Agreement

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

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

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

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

   Mountain View Golf Course Greens
   Emergency Replacement Project

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

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

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

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

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

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

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

capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like claims.

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

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

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

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

13. **Liability and Hold Harmless**: To the extent authorized by law, **CONTRACTOR** agrees to indemnify and hold harmless **OWNER** from any loss, damage, liability, cost or expense to the person or property of another, which is caused by the intentional or negligent acts of **CONTRACTOR**, its officers, employees, agents or guests. Moreover, **CONTRACTOR** agrees to indemnify and hold harmless **OWNER** from any claim or potential claim from **CONTRACTOR**, its officers, employees, agents or guests resulting from any loss, damage, liability, cost or expense caused by any reason.

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

    a. **OWNER** or **CONTRACTOR** may terminate this Agreement with or without cause upon thirty (30) days written notice served upon the other party as provided in this Agreement. **OWNER** agrees to pay **CONTRACTOR** for any expenses or fees incurred up to the date of termination.
    b. **OWNER** and **CONTRACTOR** may agree in writing to terminate this Agreement at any time.

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

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

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

17. **Amendment or Modification**: Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, in entering into this Agreement, except as are stated herein, and no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by both the parties.

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

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

20. **Third Party Beneficiaries**: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties of the Agreement. There are no third party beneficiaries to this Agreement, and nothing contained in or implied by this Agreement shall give or allow any such claim or right of action by any other or third person.

21. **Alternate Dispute Resolution**: Pursuant to NRS 388.150, the Parties shall first attempt, informally and in good faith, to resolve any dispute arising from this Agreement prior to filing an action in a court of law. Should informal efforts not resolve the dispute, the parties agree to submit the dispute to non-binding mediation. The parties shall agree on a mediator and share the costs of the mediator. Should non-binding mediation fail to resolve the dispute, then either party may file an action in a court of law consistent with the provisions of this Agreement.

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

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **Compliance with Law**: CONTRACTOR represents and warrants that each contractor, subcontractor and other person who provides labor, equipment, materials, supplies or services with regard to this Agreement shall comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the Work.

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

OWNER

LANDER COUNTY BOARD OF COMMISSIONERS

By: _____ Date: 6/28/12
STEVEN STIENMETZ, Vice Chair

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

CONTRACTOR

By: _____ Date: 7/16/2012
ARTHUR STRAIN, Owner

EXHIBIT A

Specialized Shaping Construction

Mountain View Golf Course Greens Renovation 2012

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

Scope of work:

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

Remove exsisting irrigation cut and cap

Shape new greens complex

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

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

Fine grade putting surface/surrounds for sod installation

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

Cost:

Mobilization	**$13,000.00**
Specialized Shaping	**$237,000.00**
Total Cost	**$250,000.00**

Construction notes:

Lander County to purchase sod for project West Coast Turf job quote ($127,737.79)

Lander County to purchase irrigation materials approx cost ($8,962.21)

Specialized Shaping Construction (Price includes Sand, gravel, drainage materials, labor and equipment to rebuild greens)

Unsuitable Material Clause: Any exsisting material deemed unsuitable for shaping of new greens will be an additional cost on a time and materials bases for removal and import of suitable working material)

Approx 10-12 weeks to complete

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 22

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding ratification and acceptance of supplemental Grant Award No. 09-000-57-NX-12, Nevada Aging and Disability Services Division, for Nutrition Services Incentive program in the amount of $1,099.00 and other matters properly related thereto.

Public comment.

Background:
Grant Award No. 09-000-57-NX-12, (supplemental), Nevada Aging and Disability Services Division, for the Nutrition Services Incentive Program in the amount of $1,099.00 is brought before the Commission for acceptance and ratification.

This Grant Award is a supplemental award of funding for the Nutrition Services Incentive Program, Award No. 09-000-57-NX-12, revising the original grant award by adding an additional $1,099.00 to the program. No additional county matching funds are required for this supplemental grant.

The grant was accepted by Lander County Executive Director Gene Etcheverry to meet the time frame set by the Aging and Disability Services Division.

Recommended Action:
It is recommended that the Commission accept and ratify supplemental Grant Award No. 09-000-57-NX-12, Nevada Aging and Disability Services Division, for Nutrition Services Incentive Program, revising the original grant award by adding an additional amount of $1,099.00.

STATE OF NEVADA

AGING AND DISABILITY SERVICES DIVISION

NOTIFICATION OF GRANT AWARD

Grantee:	Lander County Commission	**Date:**	June 8, 2012
Program Name:	Lander County Senior Program	**New / Revised Award:**	Revised
Grant Number:	09-000-57-NX-12	**Award Fiscal Year:**	2012
Grant Period:	10/1/2011 - 9/30/2012		

Vendor #:	T40262000	**Funded Service:**	Nutrition
DUNS #:		**Grant Type:**	Categorical

CFDA #	93.053			Total
Funding Source	NSIP			

Award	$3,089.00			$3,089.00
Carryover				$0.00
Supplement	$1,099.00			$1,099.00
Deobligation				$0.00
Total Amount Awarded	**$4,188.00**	**$0.00**	**$0.00**	**$4,188.00**
Required Match	$0.00	$0.00	$0.00	$0.00

Standard Grant Conditions

A. The total award amount designates a ceiling of participation by the Aging and Disability Services Division.
B. Funds are requested and disbursed on a monthly basis or on an as-needed basis.
C. The Grantee shall comply with the Program Instructions, Nevada (PINs), and Service Specifications established by the Division. Grantees receiving federal funding must also comply and adhere to the appropriate OMB Circulars and Administrative Requirements.
D. The Division, as Grant Agency, retains control over any capital equipment, including vehicles that are purchased or provided matching funds.
E. The Grantee shall comply with the scope of services, budget and assurances defined in the approved grant application. The Grantee must have prior approval from the Division for making significant programmatic or budget changes affecting the scope of service or service delivery method. Grant expenditures must comply with the limitations of the grant agreement.
F. If any part of the award is sub-contracted, the Sub-Grantee must comply with the same grant conditions.
G. The Grantee/Program will acknowledge the Aging and Disability Services Division in publicity, publications and pamphlets. An approved Division logo must be applied to the outside of all vehicles purchased with Division grant funds.

H. The Grantee must submit timely quarterly financial reports for all programs or grant payments will be withheld. For programmatic reporting, programs that comply with SAMs will complete monthly data entry and programs that are not required to comply with SAMs will report quarterly or grant funds will be withheld.
I. The Grantee agrees to a limited scope audit to settle any financial disagreements or disputes. Audit costs are to be paid by grantee.

HPE
Initials

14-Jun-2012
Date

#22

NOTIFICATION OF GRANT AWARD

Grant Number: 09-000-57-NX-12 **Date:** June 8, 2012

J. All Division funded programs must be listed on the Nevada Aging and Disability Resource Center (ADRC) website - www.NevadaADRC.com.
K. The maximum administrative or indirect costs that can be charged to this grant is limited to 8% of the direct costs, with the exception of fixed fee or equipment awards, for which administrative costs are not allowed.
L. The Division will automatically de-obligate all funds not obligated by the end of the grant award period.
M. The Grantee shall hold harmless, defend and indemnify the State of Nevada, Department of Health and Human Services and the Aging and Disability Services Division from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or non-performance of the services or subject matter called for in the Grant Agreement, to the extent limited in accordance with NRS 41.0305 to 41.039.
N. If applicable, the Grantee agrees to the new requirements of Chapter 218 of the Nevada Revised Statutes as amended by the 2007 Legislature.
O. This grant agreement may be TERMINATED by either party prior to the end date set forth on the Notice of Grant Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, the Aging and Disability Services Division, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited or impaired.

Special Grant Conditions

1. This grant award supercedes the award dated March 5, 2012 and is revised to provide supplemental funding.

Mary Liveratti

6/8/2012

Mary Liveratti, Administrator — Date

STATEMENT OF ACCEPTANCE: I have reviewed and accept the conditions listed on all pages of this grant award, as evidenced by either my signature or initials on each page.

Signature, Title — Date

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 23

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding ratification and acceptance of Grant Award No. 09-000-10-BX-13, Nevada Aging and Disability Services Division, for the transportation program in the amount of $15,000.00, with required match of $2,647.00, and acknowledgement of Confidentiality Addendum and other matters properly related thereto.

Public comment.

Background:
Grant Award No. 09-000-10-BX-13, Nevada Aging and Disability Services Division, for the Transportation Program, in the amount of $15,000.00, with required match of $2,647.00, and the Confidentiality Addendum are brought before the Commission for consideration.

This Grant Award is the Fiscal Year 2013 award of funding for the Senior Transportation Program, Award No. 09-000-10-BX-13. Lander County matching funds required for this grant total $2,647.00. The grant funding and required match amounts represent no increase over the prior year amounts for the program.

The Grant Award and Confidentiality Addendum were accepted by Lander County Executive Director Gene Etcheverry to meet the time frame set by the Aging and Disability Services Division.

Recommended Action:
It is recommended that the Commission accept and ratify Grant Award No. 09-000-10-BX-13, Nevada Aging and Disability Services Division, for the Senior Transportation Program, in the amount of $15,000.00 and requiring matching funds in the amount of $2,647.00, and acknowledge the terms of the Confidentiality Addendum.

NOTIFICATION OF GRANT AWARD

Grantee:	Lander County Commission	**Date:**	June 11, 2012
Program Name:	Lander County Senior Program	**New / Revised Award:**	New
Grant Number:	09-000-10-BX-13	**Award Fiscal Year:**	2012
Grant Period:	7/1/2012 - 6/30/2013		

Vendor #:	T40262000	**Funded Service:**	Transportation
DUNS #:		**Grant Type:**	Categorical

CFDA #	93.044			Total
Funding Source	Title III-B			

Award	$15,000.00			$15,000.00
Carryover				$0.00
Supplement				$0.00
Deobligation				$0.00
Total Amount Awarded	**$15,000.00**	**$0.00**	**$0.00**	**$15,000.00**
Required Match	$2,647.00	$0.00	$0.00	$2,647.00

Standard Grant Conditions

A. The total award amount designates a ceiling of participation by the Aging and Disability Services Division.

B. Funds are requested and disbursed on a monthly basis or on an as-needed basis.

C. The Grantee shall comply with the Program Instructions, Nevada (PINs), and Service Specifications established by the Division. Grantees receiving federal funding must also comply and adhere to the appropriate OMB Circulars and Administrative Requirements.

D. The Division, as Grant Agency, retains control over any capital equipment, including vehicles that are purchased or provided matching funds.

E. The Grantee shall comply with the scope of services, budget and assurances defined in the approved grant application. The Grantee must have prior approval from the Division for making significant programmatic or budget changes affecting the scope of service or service delivery method. Grant expenditures must comply with the limitations of the grant agreement.

F. If any part of the award is sub-contracted, the Sub-Grantee must comply with the same grant conditions.

G. The Grantee/Program will acknowledge the Aging and Disability Services Division in publicity, publications and pamphlets. An approved Division logo must be applied to the outside of all vehicles purchased with Division grant funds.

H. The Grantee must submit timely quarterly financial reports for all programs or grant payments will be withheld. For programmatic reporting, programs that comply with SAMs will complete monthly data entry and programs that are not required to comply with SAMs will report quarterly or grant funds will be withheld.

I. The Grantee agrees to a limited scope audit to settle any financial disagreements or disputes. Audit costs are to be paid by grantee.

HAE — Initials

15-June-2012 — Date

#23

NOTIFICATION OF GRANT AWARD

Grant Number: 09-000-10-BX-13 **Date:** June 11, 2012

J. All Division funded programs must be listed on the Nevada Aging and Disability Resource Center (ADRC) website - www.NevadaADRC.com.

K. The maximum administrative or indirect costs that can be charged to this grant is limited to 8% of the direct costs, with the exception of fixed fee or equipment awards, for which administrative costs are not allowed.

L. The Division will automatically de-obligate all funds not obligated by the end of the grant award period.

M. The Grantee shall hold harmless, defend and indemnify the State of Nevada, Department of Health and Human Services and the Aging and Disability Services Division from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or non-performance of the services or subject matter called for in the Grant Agreement, to the extent limited in accordance with NRS 41.0305 to 41.039.

M. If applicable, the Grantee agrees to the new requirements of Chapter 218 of the Nevada Revised Statutes as amended by the 2007 Legislature.

O. This grant agreement may be TERMINATED by either party prior to the end date set forth on the Notice of Grant Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, the Aging and Disability Services Division, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited or impaired.

Special Grant Conditions

1. Grant funds will be placed on hold until the following are received and approved by the RD Program Specialist:
   - Revised Applicant Information Page (with corrected DUNS number - all DUNS numbers are 9 digits)

Mary Liveratti, Administrator — 6/11/2012 Date

STATEMENT OF ACCEPTANCE: I have reviewed and accept the conditions listed on all pages of this grant award, as evidenced by either my signature or initials on each page.

Signature, Title — Date 15 June 2012

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

AGING & DISABILITY SERVICES DIVISION
, CONFIDENTIALITY ADDENDUM

BETWEEN

Aging & Disability Services Division

Hereinafter referred to as "Division"
and

Lander County

hereinafter referred to as "Contractor"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Division and Contractor.

WHEREAS, Contractor may have access, view or be provided information, in conjunction with goods or services provided by Contractor to Division that is confidential and must be treated and protected as such.

NOW, THEREFORE, Division and Contractor agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.

2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.

3. **Contractor** shall mean the name of the organization described above.

4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Division or created by Contractor from that confidential information is destroyed or returned, if feasible, to Division pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Contractor hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Division for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Contractor shall be permitted to use and/or disclose information accessed, viewed or provided from Division for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

V. USE OR DISCLOSURE OF INFORMATION

Contractor may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of Contractor; to carry out legal responsibilities of Contractor; and to provide data aggregation services relating to the health care operations of Division. Contractor may disclose information if:

1. The disclosure is required by law; or

2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or

3. The Contractor has obtained written approval from the Division.

VI. OBLIGATIONS OF CONTRACTOR

1. **Agents and Subcontractors.** Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Contractor and are contained in Agreement.

2. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.

3. **Reporting Improper Use or Disclosure.** Contractor will immediately report in writing to Division any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.

4. **Return or Destruction of Confidential Information**. Upon termination of Agreement, Contractor will return or destroy all confidential information created or received by Contractor on behalf of Division. If returning or destroying confidential information at termination of Agreement is not feasible, Contractor will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Contractor maintains will not be used or disclosed.

IN WITNESS WHEREOF, Contractor and the Division have agreed to the terms of the above written Addendum as of the effective date of the inter-local or other agreement to which this Addendum is made a part.

CONTRACTOR/ORGANIZATION	DIVISION
Signature	Signature
GENE P ETCHEVERRY	Mary Liveratti
Print Name	Print Name
LANDER COUNTY EMERGENCY DIRECTOR	Administrator
Title	Title

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 24

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of the Emergency Facilities and Land Use Agreement between Lander County and the Bureau of Land Management (BLM) for use of the Austin Airport as a SEAT (single engine air tanker) base by BLM and other matters properly related thereto.

Public comment.

Background:

The Emergency Facilities and Land Use Agreement between Lander County and the Bureau of Land Management (BLM) for use of the Austin Airport as a SEAT (single engine air tanker) base by BLM is presented to the Commission for consideration.

This Agreement is for use by the Bureau of Land Management of the Austin Airport (TMT) as a tactical base for single engine air tankers (SEATs) during fire seasons. The terms of the agreement have not been negotiated at this point and need to be established in order to proceed.

The Agreement in place at the Battle Mountain Airport (BAM) is based upon landing fees and land use fees for structures. The amount paid to Lander County by the Bureau of Land Management (BLM) is simply the landing fee multiplied by the number of landings. The current lease has been in effect since October 15, 1999 with the last formal amendment to the lease, (reflecting an increase in the landing fees at BAM), approved by the Commission on February 24, 2003.

Moving forward with an agreement for use by the BLM of the Austin Airport as a SEAT base will proceed as staff time (both BLM and County staff) becomes available to negotiate specific terms of the agreement. It appears necessary, at this time, to re-visit the Battle Mountain Tanker Base Agreement as well. A former District Attorney opined that it was better to reflect any increase in landing fees through an annual invoice from the County to BLM rather than to update the Agreement. It appears to be a good opportunity to update the Battle Mountain Tanker Base Agreement while establishing an agreement for the Austin Airport.

Recommended Action:

It is recommended that the Commission direct staff to proceed with negotiating an agreement for use by the BLM of the Austin Airport as a Single Engine Air Tanker (SEAT) base and to negotiate a new Battle Mountain Tanker Base Agreement, as well.

Mar 2011

EMERGENCY FACILITIES & LAND USE AGREEMENT

INCIDENT AGENCY (name, address, phone number)

Bureau of Land Management
Battle Mountain District Office
50 Bastian Road
Battle Mountain, NV 89820

Page ___ of ___

AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT
AGREEMENT NUMBER

EFFECTIVE DATES
a. beginning 6/18/2012
b. ending 10/31/2012

OWNER (name, address, phone number-include day/night/cell/fax)

Lander County
315 S. Humboldt St.
Battle Mountain, NV 89820

DUNS: 073792913
EIN/SSN:
PAYMENT ADDRESS:[X] Same as above, or

INCIDENT NAME:

INCIDENT NUMBER:

RESOURCE ORDER NUMBER:

JOB CODE (P#) AND OVERRIDE:

TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES)
☐ SMALL BUSINESS ☐ LARGE BUSINESS ☐ SMALL DISADVANTAGED OWNED ☐ WOMEN OWNED ☐ HUBZONE ☐ SERVICE DISABLED VETERAN

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as **A SEAT (SINGLE ENGINE AIR TANKER) BASE FOR USE BY THE BUREAU OF LAND MANAGEMENT.**

DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable.

County: _____ State: _____ Township: _____ Range: _____ Section: _____

ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

RATE: For each month that the land/facilities are used, the Government will pay the rate of $_____ per month. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be $_____, regardless of the length of use. Payment shall be in accordance with the incident Agency payment procedures. Payment for a lesser period shall be prorated based on a month being 30 days and rounded to the nearest dollar.

UTILITIES AND SERVICES: (check only one)

[ ] The above rate includes utility charges for the following: ☐ GAS ☐ ELECTRICITY ☐ WATER ☐ TOILET SUPPLIES ☐ JANITORIAL SERVICES & SUPPLIES ☐ TRASH REMOVAL ☐ SEPTIC SERVICE ☐ EXISTING TELECOMMUNICATIONS

[X] The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: **THE AMOUNT SUBMITTED BY LANDER COUNTY THAT IS ABOVE AND BEYOND THE NORMAL MONTHLY RATE CHARGED FOR ELECTRICITY AT THE AIRPORT FACILITY, PROVIDED THAT SEAT ACTIVITY HAS OCCURRED DURING THE BILLING CYCLE.**

RESTORATION: Restoration beyond ordinary wear and tear. (check only one)

[ ] The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical.
Restoration work includes: _____

[X] The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner in restoring land/facilities to their prior condition shall be submitted to the Contracting Officer. **REHAB ANY OIL, GAS, OR RETARDANT SPILLS.**

ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition. Refer to attached Checklists.

OTHER: Describe in detail: _____

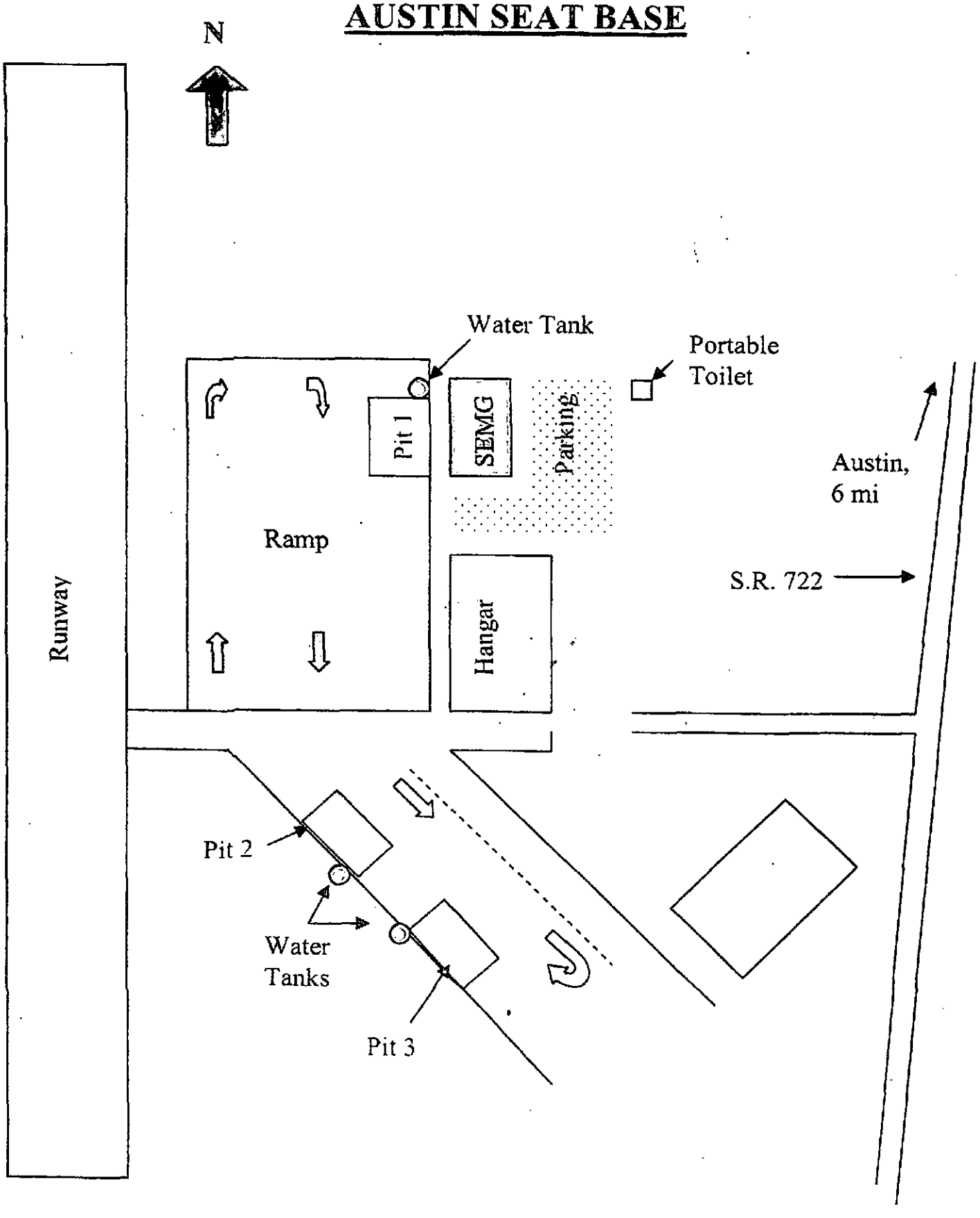
TERMS AND CONDITIONS: See attachment.

CHECKLIST(s): See attachment.

#24

Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.

AUSTIN SEAT BASE



ADDITIONAL CLAUSES:

The Attached Federal Acquisition Regulation (FAR) Clauses apply to this agreement.

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE: **PHONE NUMBER** (if different from Owner's)		PRINT NAME AND TITLE: **PHONE NUMBER:**	

Agreement No: _____

PRE-USE INSPECTION: Description or photos (no digital) or condition immediately prior the Government's occupancy. Refer to attached checklist.

Owner/Agent: _____ (Print Name)

Signature: _____

Date: _____

Government Agent: _____ (Print Name)

Signature: _____

Date: _____

POST-USE INSPECTION: Description of photos (no digital) or condition immediately following the Government's occupancy.

TOTAL AMOUNT DUE $_____

RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Contractor hereby releases the Government from any and all claims arising under this agreement except as reserved in remarks.

REMARKS:

Owner/Agent: _____ (Print Name)

Signature: _____

Date: _____

Government Agent: _____ (Print Name)

Signature: _____

Date: _____

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES
EMERGENCY FACILITIES AND LAND USE AGREEMENT

Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (Mar 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(ii) 52.232-1, Payments (Apr 1984).

(iii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iv) 52.232-11, Extras (Apr 1984).

(v) 52.232-25, Prompt Payment (Oct 2008).

(vi) 52.233-1, Disputes (July 2002).

(vii) 52.244-6, Subcontracts for Commercial Items (Jan 2011).

(viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Oct 2010) (41 U.S.C. 35-45) (Applies to supply contracts over $15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212) (Applies to contracts of $100,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793) (Applies to contracts over $15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212) (Applies to contracts of $100,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, *et seq.*) (Applies to service contracts over $2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition–

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $25,000.)

(x) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (Applies to contracts over $30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110 247) (Applies to contracts greater than $25,000 that provide for the provision, the service, or the sale of food in the United states.)

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998).* This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

_____

_____

[Insert one or more Internet addresses]

(d) *Inspection/Acceptance.* The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for

any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 25

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of the Agreement between Lander County and Mueller Land and Cattle Company, LLC, in the amount of $5,000.00 per year, for lease of three thousand (3,000) acre feet of water rights and other matters properly related thereto.

Public comment.

Background:

The Agreement between Lander County and Mueller Land and Cattle Company, LLC, in the amount of $5,000.00 per year, for lease of three thousand (3,000) acre feet of water rights is presented to the Commission for consideration.

Prior to renewal in March 2007, this lease was formerly in force between Lander County and Julian Tomera Ranches, Inc. The 3,000 acre-feet of water rights are presently appurtenant to real property located in Lander County owned by Mueller Land and Cattle Company, Robert C. Mueller, President. The beneficial use for these water rights is "Agriculture."

The term of this Agreement is for a period of three (3) years, commencing July 1, 2012 and ending on June 30, 2015. Consideration under the Agreement is an annual lease payment, in the amount of $5,000.00, due on the 1st of August each year.

Recommended Action:

It is recommended that the Commission approve the Agreement between Lander County and Mueller Land and Cattle Company, LLC, for lease of three thousand (3,000) acre feet of water rights for a period of three (3) years, commencing July 1, 2012 and ending on June 30, 2015, with an annual lease payment in the amount of $5,000.00, payable on August 1 of each year.

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, 2012 and ending on June 30, 2015**. This term shall be subject to earlier termination as hereafter provided. This Agreement shall automatically renew after June 30, 2015, for one year terms, unless terminated as hereafter provided or replaced by another agreement.

2. Rent: The rent for the property is five thousand dollars (**$5000.00**) per year, payable on the 1st day of August 2012, 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

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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:	LANDER COUNTY:
Mueller Land and Cattle Attn: Robert C. Mueller 3595 Airway, Suite 408 Reno, Nevada 89500	Lander County Commissioners 315 South Humboldt Street Battle Mountain, Nevada 89820

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 Sixth 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 thirty (30) days written notice if for any reason Lander County's funding from State, County and/or Federal sources is not appropriated or is withdrawn, limited, or impaired.

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.

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

LANDER COUNTY

LANDER COUNTY BOARD OF COMMISSIONERS

By: _____ Date: _____
DEAN BULLOCK, Chair

Attest:

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

MUELLER

By: _____ Date: _____
ROBERT C. MUELLER, President

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____day of _____ 2012, personally appeared before me, ROBERT C. MUELLER, known to me to be said person, who acknowledged that he executed the foregoing instrument and that he is authorized to execute such Lease.

_____
NOTARY PUBLIC

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:

PRIORITY HARVEST	MEADOW PASTURE	DIVERSIFIED PASTURE	LOCATION	SEC-TP-R	ACRE-FEET
Proof No. 00164					
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**
Proof No. 00165					
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**
Proof No. 00167					
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 COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 26

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of Agreement between Lander County and Norm Powell, dba Valley TV and Communication, for maintenance and repair services to equipment serving the community of Austin with broadcast television services and other matters properly relating thereto.

Public comment.

Background:

The Agreement between Lander County and Norm Powell, dba Valley TV and Communication, for maintenance and repair services to equipment serving the community of Austin with broadcast television services, is presented for Commission consideration.

The proposed renewal of the Agreement between Lander County and Norm Powell, dba Valley TV and Communication, to provide maintenance, upgrade and repair of the television translator equipment and related appurtenances thereto for the Town of Austin, is for a one-year period from the date of approval until June 30, 2013, with automatic renewal each year for a one-year period. The terms of the proposed renewal are unchanged with the exception of a $50.00 increase in the "per trip" charge, from $350.00 to $400.00.

Recommended Action:

It is recommended that the Commission approve renewal of the Agreement between Lander County and Norm Powell, dba Valley TV and Communication to provide maintenance, upgrade and repair of the television translator equipment and related appurtenances thereto for the Town of Austin, for a one year period from signing of the Agreement by both parties through June 30, 2013, with no increase in fees or charges.

VALLEY TV REPAIR AND MAINTENANCE AGREEMENT

This Agreement is hereby entered into by and between Lander County, a political subdivision of the State of Nevada, hereinafter referred to as "Lander County," and Mr. Norm Powell doing business as Valley TV and Communication of Fallon, Nevada, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, Contractor desires to provide maintenance and repair services to Lander County as owner of property, facilities and equipment that operate as a translator site for broadcast television signals that provide the community of Austin with broadcast television services, as provided in Exhibit A, attached (hereinafter referred to as "Site"); and

WHEREAS, Lander County has previously contracted with Contractor for maintenance and repair services of various items used for television communication located at the Site; and

WHEREAS, Contractor has represented that it has developed a high degree of proficiency, expertise and goodwill in repairing and maintaining television communication equipment; and

WHEREAS, Lander County desires to engage Contractor to repair and maintain the equipment at the Site that is used to provide television broadcast signals to the Town of Austin.

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: Contractor shall maintain and repair the television translators and related equipment used to provide television broadcast signals to the Town of Austin.

2. Term: This Agreement shall remain in effect from approval to June 30, 2013, subject to the payment requirement above and termination conditions contained herein. The Agreement shall automatically renew every year, for one additional year at a time, should neither party object in writing sixty (60) days prior to the expiration of the original term or the anniversary date thereof. Should neither party object and the license be renewed, the license will be under the terms and conditions stated herein.

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.

3. Lander County's Responsibilities: Lander County shall pay Contractor an annual fee in the amount of $2,500.00. In addition to the annual fee, a per-trip charge, in the amount of $400.00, and an hourly charge, in the amount of $60.00, for call out, maintenance or repair visits to the Site by Contractor shall also be paid by Lander County.

26

4. Contractor's Responsibilities:

A. Contractor shall perform bi-annual inspections of the Site in May (or as soon thereafter as conditions allow) and October. These inspections shall include, but not be limited to, minor repairs to antennas, buildings, masts and antenna mounting assemblies.

B. Contractor shall provide a written report to the Lander County Executive Director, based upon the bi-annual inspections, detailing any major work required with a cost estimate for the repairs and/or upgrades.

C. Contractor shall respond to any emergency call-outs for service within seventy-two (72) hours, if weather, road and access conditions permit. The Contractor shall be compensated for these services at the rates specified in this Agreement as stated above, with the hourly charge commencing upon arrival at the Site with a minimum two hour charge applied.

D. Contractor shall be compensated at the hourly charge per hour of work performed for repair of equipment at the Contractor's shop when such equipment cannot be repaired at the site. Contractor will notify Lander County if equipment must be removed for repair with such notification to include the reason for removal, estimated cost of repair and estimated time for reinstallation of equipment.

E. If Contractor is required to make a return trip to the Site for reinstallation of repaired equipment, Contractor shall be compensated for these services at the rates specified in this Agreement as stated above, with the hourly charge commencing upon arrival at the Site with a minimum two hour charge applied.

F. Contractor shall supply all repair parts with Contractor being compensated at the rate of cost plus 20% for repair parts.

G. Contractor shall obtain Purchase Orders from Lander County for all services performed under this Agreement.

5. Indemnification:

A. Contractor shall indemnify Lander County against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of the Agreement or by conditions created thereby, or based upon violation of any statute, ordinance, code or regulation, and the defense of any such claims or actions.

B. Contractor shall not be liable to Lander County or to a third party who may claim any right due to his relationship with Lander County for any acts or omissions in the performance of said services on the part of Contractor or on the part of the agents or employees of Contractor, except when said acts or omission of Contractor are due to willful misconduct or gross negligence. Lander County shall hold Contractor free and harmless from any obligations, costs, claims, judgments, attorney's fees and attachments arising from or growing out of the services rendered to Lander County pursuant to the

terms of this Agreement or in any way connected with rendering of said services, except when the same shall arise due to the willful misconduct or gross negligence of Contractor, and Contractor is judged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

6. Independent Contractor:

A. Any labor needed to assist Contractor shall be provided for by Contractor. If any arrangement, however informal and of whatever duration, is made whereby third parties are used by Contractor, they shall, while engaged in such work, be considered for all purposes employees of Contractor and not of Lander County, regardless of the party paying them. Contractor shall indemnify Lander County against any and all liability, loss, cost, damage, expense, by reason of any act or omission of any such employee while being used by Contractor. Contractor shall also indemnify Lander County against all liability for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Contractor's employees engaged in performance of the Agreement.

B. Contractor agrees to maintain such insurance as will fully protect both Contractor and Lander County from any and all claims under any workers' compensation act or employers' liability laws, and damage to property or for personal injury, including death, made by any person whomsoever, that may arise from operations carried on under this Agreement, either by contractor, any subcontractor, or by any person directly or indirectly engaged or employed by Contractor. Contractor agrees to provide Lander County with certificates evidencing the required coverage before Contractor begins work hereunder if requested by Lander County.

C. The parties to this Agreement acknowledge and agree that Contractor is a professional person, and that this Agreement does not create an employee – employer relationship. Contractor is not an employee of Lander County and is not entitled to the benefits provided by Lander County to Lander County employees, including, but not limited to, insurance, pension, and protections and benefits afforded under Lander County's personnel ordinances. Contractor may practice his profession for others during the operation of this Agreement. Lander County is interested only in the results obtained under this Agreement. Contractor will be solely and entirely responsible and liable for his acts and for the acts of Contractor's agents, employees, servants, and subcontractors during the performance of this Agreement.

D. 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.

7. Defaults and Remedies:

A. In the event that Contractor shall be in default of any portion of this Agreement,

Lander County shall give written notice to Contractor of such default. Contractor shall have thirty (30) days in which to cure said default. In the event that any such event of default shall continue after any notice and opportunity to cure, Lander County shall have the right, at its option, to pursue any or all of the following remedies:

a. Termination of this Agreement in whole, or in part; and/or

b. Pursue any remedy provided by law or equity. If any action at law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which he may be entitled.

B. The exercise by either party of any one or more of the remedies shall not preclude its contemporaneous or subsequent exercise of any one or more of its other remedies.

8. Assignability: Contractor shall not have the right to assign its rights or obligations under this Agreement to any person or entity without the express prior written consent of Lander County, which consent may be withheld in Lander County's absolute and sole discretion. Lander County shall have the right to assign its rights and obligations hereunder to any third party in connection with the sale of the Site, provided, however, in such event, Contractor shall have the right to terminate this Agreement upon sixty (60) days written notice.

9. General Terms:

A. Notices. Any notice, communication, request, demand, reply, or advice (severally and collectively referred to as "Notice") in this Agreement required or permitted to be given, made or accepted must be in writing. Notice may, unless otherwise provided herein, be given or served: (a) by depositing the same in the United States Mail, postage and fees prepaid, registered or certified, and addressed to the party to be notified, with return receipt requested; (b) by delivering the same to such party, or an agent of such party, in person or by commercial courier; or (c) by regular mail, facsimile transmission, electronically mail or other commercially reasonable means addressed to the party to be notified. For the purposes of notice, the address of the parties shall, until changed as provided below, shall be as follows:

Contractor:
Valley TV & Communication
P. O. Box 1403
Fallon, NV 89407
Phone: (775) 423-2543
Fax: (775) 423-4329

Street Address:
625-D West Williams Avenue
Fallon, NV 89406

Lander County:
Lander County Board of Commissioners
315 South Humboldt Street
Battle Mountain, NV 89820
Phone: (775) 635-2885
Fax: (775) 635-5332
Street Address:
825 North Second Street
Battle Mountain, NV 89820

The parties hereto shall have the right from time to time to change their respective addresses upon not less than then ten (10) days prior written notice to the other party.

B. Termination of Agreement. Lander County shall have the right to terminate this Agreement in the event that:

a. Any state, local or federal governmental agency causes the Site and/or its location to become unavailable;
b. Lander County's Site Ground License terminates or is terminated for any reason;
c. Damage or destruction occurs to any tower, building or the Site; or
d. The sale of the Site to a third party and that third party does not agree to the assignment of this Agreement;

Lander County's rights to terminate this Agreement as above stated are in addition to its rights under default as explained above. Termination of this Agreement pursuant to this paragraph becomes effective upon thirty (30) days notice to Contractor. Additionally, either party may terminate this agreement, upon 30 days written notice, with or without cause. Moreover, the parties may mutually agree in writing to terminate this Agreement at any time.

C. Consent and Approval. Lander County's consent or approval may only be given in writing by the authorized representatives of Lander County.

D. 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.

E. Exhibits. All exhibits referred to herein and/or attached hereto are deemed

incorporated herein for all purposes.

F. 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.

G. 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.

H. Amendment. Both parties acknowledge and agree that no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by both of the parties.

I. 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.

J. 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.

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

L. 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.

M. 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. 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 Agreement after the intervening cause ceases.

N. 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.

O. 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.

P. 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.

Q. 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 WHEREOF, the parties hereto have executed this Agreement as of the signatures indicated below:

LANDER COUNTY

BOARD OF COMMISSIONERS
OF LANDER COUNTY

By: _____
DEAN BULLOCK, Chair

Date: _____

CONTRACTOR

VALLEY TV & COMMUNICATION

By: _____
NORM POWELL

Date: _____

Attest:

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

EXHIBIT A

Sites Owned and Operated by Lander County:

Iron Mountain Site:

Input	Station	Output	Network
5-50	KNPB — Reno	46	PBS
11-35	KRXI—Reno	58	Fox

Austin Town Site:

Input	Station	Output	Network
2	KTVN — Reno	10	CBS
5-50-46	KNPB — Reno	28	PBS
11-35-58	KRXI—Reno	26	Fox

Sites Owned and Operated by Others:

Input	Station	Output	Network
3-MW	KVBC — Las Vegas	6	NBC
8-MW	KOLO — Reno	12	ABC

DOC # 0264573
07/27/2012 10:33 AM
Official Record
Recording requested By
LANDER COUNTY CLERK
Lander County - NV
Idonna Trevino - Recorder
Fee: Page 1 of 9
RPTT: Recorded By: TO
Book- 635 Page- 0245
0264573

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

AGREEMENT FOR REPAIR & MAINTENANCE
BETWEEN VALLEY TV & LANDER COUNTY

TITLE OF DOCUMENT

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

VALLEY TV REPAIR AND MAINTENANCE AGREEMENT

This Agreement is hereby entered into by and between Lander County, a political subdivision of the State of Nevada, hereinafter referred to as "Lander County," and Mr. Norm Powell doing business as Valley TV and Communication of Fallon, Nevada, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, Contractor desires to provide maintenance and repair services to Lander County as owner of property, facilities and equipment that operate as a translator site for broadcast television signals that provide the community of Austin with broadcast television services, as provided in Exhibit A, attached (hereinafter referred to as "Site"); and

WHEREAS, Lander County has previously contracted with Contractor for maintenance and repair services of various items used for television communication located at the Site; and

WHEREAS, Contractor has represented that it has developed a high degree of proficiency, expertise and goodwill in repairing and maintaining television communication equipment; and

WHEREAS, Lander County desires to engage Contractor to repair and maintain the equipment at the Site that is used to provide television broadcast signals to the Town of Austin.

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: Contractor shall maintain and repair the television translators and related equipment used to provide television broadcast signals to the Town of Austin.

2. Term: This Agreement shall remain in effect from approval to June 30, 2013, subject to the payment requirement above and termination conditions contained herein. The Agreement shall automatically renew every year, for one additional year at a time, should neither party object in writing sixty (60) days prior to the expiration of the original term or the anniversary date thereof. Should neither party object and the license be renewed, the license will be under the terms and conditions stated herein.

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.

3. Lander County's Responsibilities: Lander County shall pay Contractor an annual fee in the amount of $2,500.00. In addition to the annual fee, a per-trip charge, in the amount of $400.00, and an hourly charge, in the amount of $60.00, for call out, maintenance or repair visits to the Site by Contractor shall also be paid by Lander County.

4. Contractor's Responsibilities:

A. Contractor shall perform bi-annual inspections of the Site in May (or as soon thereafter as conditions allow) and October. These inspections shall include, but not be limited to, minor repairs to antennas, buildings, masts and antenna mounting assemblies.

B. Contractor shall provide a written report to the Lander County Executive Director, based upon the bi-annual inspections, detailing any major work required with a cost estimate for the repairs and/or upgrades.

C. Contractor shall respond to any emergency call-outs for service within seventy-two (72) hours, if weather, road and access conditions permit. The Contractor shall be compensated for these services at the rates specified in this Agreement as stated above, with the hourly charge commencing upon arrival at the Site with a minimum two hour charge applied.

D. Contractor shall be compensated at the hourly charge per hour of work performed for repair of equipment at the Contractor's shop when such equipment cannot be repaired at the site. Contractor will notify Lander County if equipment must be removed for repair with such notification to include the reason for removal, estimated cost of repair and estimated time for reinstallation of equipment.

E. If Contractor is required to make a return trip to the Site for reinstallation of repaired equipment, Contractor shall be compensated for these services at the rates specified in this Agreement as stated above, with the hourly charge commencing upon arrival at the Site with a minimum two hour charge applied.

F. Contractor shall supply all repair parts with Contractor being compensated at the rate of cost plus 20% for repair parts.

G. Contractor shall obtain Purchase Orders from Lander County for all services performed under this Agreement.

5. Indemnification:

A. Contractor shall indemnify Lander County against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of the Agreement or by conditions created thereby, or based upon violation of any statute, ordinance, code or regulation, and the defense of any such claims or actions.

B. Contractor shall not be liable to Lander County or to a third party who may claim any right due to his relationship with Lander County for any acts or omissions in the performance of said services on the part of Contractor or on the part of the agents or employees of Contractor, except when said acts or omission of Contractor are due to willful misconduct or gross negligence. Lander County shall hold Contractor free and harmless from any obligations, costs, claims, judgments, attorney's fees and attachments arising from or growing out of the services rendered to Lander County pursuant to the

terms of this Agreement or in any way connected with rendering of said services, except when the same shall arise due to the willful misconduct or gross negligence of Contractor, and Contractor is judged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

6. Independent Contractor:

A. Any labor needed to assist Contractor shall be provided for by Contractor. If any arrangement, however informal and of whatever duration, is made whereby third parties are used by Contractor, they shall, while engaged in such work, be considered for all purposes employees of Contractor and not of Lander County, regardless of the party paying them. Contractor shall indemnify Lander County against any and all liability, loss, cost, damage, expense, by reason of any act or omission of any such employee while being used by Contractor. Contractor shall also indemnify Lander County against all liability for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Contractor's employees engaged in performance of the Agreement.

B. Contractor agrees to maintain such insurance as will fully protect both Contractor and Lander County from any and all claims under any workers' compensation act or employers' liability laws, and damage to property or for personal injury, including death, made by any person whomsoever, that may arise from operations carried on under this Agreement, either by contractor, any subcontractor, or by any person directly or indirectly engaged or employed by Contractor. Contractor agrees to provide Lander County with certificates evidencing the required coverage before Contractor begins work hereunder if requested by Lander County.

C. The parties to this Agreement acknowledge and agree that Contractor is a professional person, and that this Agreement does not create an employee – employer relationship. Contractor is not an employee of Lander County and is not entitled to the benefits provided by Lander County to Lander County employees, including, but not limited to, insurance, pension, and protections and benefits afforded under Lander County's personnel ordinances. Contractor may practice his profession for others during the operation of this Agreement. Lander County is interested only in the results obtained under this Agreement. Contractor will be solely and entirely responsible and liable for his acts and for the acts of Contractor's agents, employees, servants, and subcontractors during the performance of this Agreement.

D. 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.

7. Defaults and Remedies:

A. In the event that Contractor shall be in default of any portion of this Agreement,

Lander County shall give written notice to Contractor of such default. Contractor shall have thirty (30) days in which to cure said default. In the event that any such event of default shall continue after any notice and opportunity to cure, Lander County shall have the right, at its option, to pursue any or all of the following remedies:

a. Termination of this Agreement in whole, or in part; and/or

b. Pursue any remedy provided by law or equity. If any action at law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which he may be entitled.

B. The exercise by either party of any one or more of the remedies shall not preclude its contemporaneous or subsequent exercise of any one or more of its other remedies.

8. Assignability: Contractor shall not have the right to assign its rights or obligations under this Agreement to any person or entity without the express prior written consent of Lander County, which consent may be withheld in Lander County's absolute and sole discretion. Lander County shall have the right to assign its rights and obligations hereunder to any third party in connection with the sale of the Site, provided, however, in such event, Contractor shall have the right to terminate this Agreement upon sixty (60) days written notice.

9. General Terms:

A. Notices. Any notice, communication, request, demand, reply, or advice (severally and collectively referred to as "Notice") in this Agreement required or permitted to be given, made or accepted must be in writing. Notice may, unless otherwise provided herein, be given or served: (a) by depositing the same in the United States Mail, postage and fees prepaid, registered or certified, and addressed to the party to be notified, with return receipt requested; (b) by delivering the same to such party, or an agent of such party, in person or by commercial courier; or (c) by regular mail, facsimile transmission, electronically mail or other commercially reasonable means addressed to the party to be notified. For the purposes of notice, the address of the parties shall, until changed as provided below, shall be as follows:

Contractor:
Valley TV & Communication
P. O. Box 1403
Fallon, NV 89407
Phone: (775) 423-2543
Fax: (775) 423-4329

Street Address:
625-D West Williams Avenue
Fallon, NV 89406

Lander County:
Lander County Board of Commissioners
315 South Humboldt Street
Battle Mountain, NV 89820
Phone: (775) 635-2885
Fax: (775) 635-5332
Street Address:
825 North Second Street
Battle Mountain, NV 89820

The parties hereto shall have the right from time to time to change their respective addresses upon not less than then ten (10) days prior written notice to the other party.

B. Termination of Agreement. Lander County shall have the right to terminate this Agreement in the event that:

a. Any state, local or federal governmental agency causes the Site and/or its location to become unavailable;
b. Lander County's Site Ground License terminates or is terminated for any reason;
c. Damage or destruction occurs to any tower, building or the Site; or
d. The sale of the Site to a third party and that third party does not agree to the assignment of this Agreement;

Lander County's rights to terminate this Agreement as above stated are in addition to its rights under default as explained above. Termination of this Agreement pursuant to this paragraph becomes effective upon thirty (30) days notice to Contractor. Additionally, either party may terminate this agreement, upon 30 days written notice, with or without cause. Moreover, the parties may mutually agree in writing to terminate this Agreement at any time.

C. Consent and Approval. Lander County's consent or approval may only be given in writing by the authorized representatives of Lander County.

D. 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.

E. Exhibits. All exhibits referred to herein and/or attached hereto are deemed

incorporated herein for all purposes.

F. 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.

G. 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.

H. Amendment. Both parties acknowledge and agree that no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by both of the parties.

I. 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.

J. 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.

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

L. 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.

M. 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. 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 Agreement after the intervening cause ceases.

N. 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.

O. 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.

P. 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.

Q. 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 WHEREOF, the parties hereto have executed this Agreement as of the signatures indicated below:

LANDER COUNTY

BOARD OF COMMISSIONERS
OF LANDER COUNTY

By: Dean Bullock
DEAN BULLOCK, Chair

Date: 07/26/12

CONTRACTOR

VALLEY TV & COMMUNICATION

By: Norm Powell
NORM POWELL

Date: 07/11/2012

Attest:

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

EXHIBIT A

Sites Owned and Operated by Lander County:

Iron Mountain Site:

Input	Station	Output	Network
5-50	KNPB — Reno	46	PBS
11-35	KRXI—Reno	58	Fox

Austin Town Site:

Input	Station	Output	Network
2	KTVN — Reno	10	CBS
5-50-46	KNPB — Reno	28	PBS
11-35-58	KRXI—Reno	26	Fox

Sites Owned and Operated by Others:

Input	Station	Output	Network
3-MW	KVBC — Las Vegas	6	NBC
8-MW	KOLO — Reno	12	ABC

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 27

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval/disapproval of Agreement between Lander County and Battle Mountain, Parent Cooperative Preschool, Inc., for lease of building located at 370 South Mountain Street, Battle Mountain and other matters properly related thereto.

Public comment.

Background:

The Agreement between Lander County and Battle Mountain, Parent Cooperative Preschool, Inc., for lease of the building located at 370 South Mountain Street, Battle Mountain, is presented to the Commission for consideration.

The term of this Agreement is for a one-year period commencing when both parties sign the Agreement and ending on June 30, 2013, with automatic renewal each year for a one-year period. Consideration under the Agreement is an annual lease payment, in the amount of $10.00, due upon execution of the Agreement.

Recommended Action:

It is recommended that the Commission approve the Agreement between Lander County and Battle Mountain, Parent Cooperative Preschool, Inc., for lease of the building located at 370 South Mountain Street, Battle Mountain, for a one-year period ending on June 30, 2013, with automatic renewal each year for a one-year period at an annual lease payment of $10.00.

DOC # 0265222
10/22/2012 01:56 PM
Official Record
Recording requested By
LANDER COUNTY CLERK
Lander County - NV
Idonna Trevino - Recorder
Fee: Page 1 of 7
RPTT: Recorded By: TO
Book- 638 Page- 0104
0265222

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

LEASE AGREEMENT, PARENT COOPERATIVE PRESCHOOL, INC

TITLE OF DOCUMENT

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

BATTLE MOUNTAIN, PARENT COOPERATIVE PRESCHOOL, INC.
LEASE AGREEMENT

This Lease Agreement, hereinafter referred to as "Agreement" is made by and between Lander County, a political subdivision of the State of Nevada, hereinafter referred to as "Lander County," and the Battle Mountain, Parent Cooperative Preschool, Inc., hereinafter referred to as "Preschool."

RECITALS

WHEREAS, Preschool is a not-for-profit organization that desires to continue to use Lander County's property for the purpose of providing preschool education for children of low-income families in Battle Mountain; and

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

WHEREAS, Lander County does not currently need or utilize the building located at 370 South Mountain St., Battle Mountain, Nevada 89820, hereinafter referred to as "Building," at the present time for other public purposes; and

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

WHEREAS, both parties recognize the public need for preschool education for children of low income families.

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: Preschool shall, subject to all terms, conditions, and limitations specified hereinafter, have the right to use the Building for the purpose of providing preschool education, which shall include the running of a low-income program as set forth in Preschool's By-Laws. Preschool shall notify Lander County of any proposed by-law changes. The by-laws shall not be amended to restrict or modify open enrollment.

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

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

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

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

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

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

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

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

   E. Preschool shall pay for water, electric and gas utilities.

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

   Preschool further promises to provide Lander County sufficient evidence of a liability insurance policy, satisfactory to Lander County, which covers Preschool and names Lander County as an additional insured. Said policy must indemnify and hold harmless Lander County against any and all claims, in the amount of one million dollars ($1,000,000.00) for injury to any one person, said policy must remain in force during the entire term of this Agreement and must be subject to prior notice to Lander County before cancellation. Such proof must be provided to the Lander County Clerk's Office and the Lander County Executive Director's Office prior to this Agreement becoming effective.

7. Insurance of Property: Lander County shall be responsible for the insurance of the Building and its appurtenances. Any proceeds that result from this Paragraph shall belong

to Lander County. Lander County shall be under no obligation to use said proceeds to rebuild or repair the Building to make it suitable for the purpose of this Agreement.

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

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

10. Amendment or Modification: Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, in entering into this Agreement, except as are stated herein, and no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by both the parties.

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

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

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

    B. Lander County and Preschool may agree in writing to terminate the lease at any time.

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

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

Lander County:

Lander County Board of Commissioners
315 South Humboldt Street
Battle Mountain, Nevada 89820

Preschool:

The resident agent as then listed with the Nevada Secretary of State for The Battle Mountain Parent Cooperative Preschool, Inc., Battle Mountain, Nevada 89820

14. Proof of Corporate and/or Nonprofit Status: Preschool shall provide Lander County with satisfactory evidence of Preschool's corporate and/or nonprofit status within twenty (20) working days after receiving a written request.

15. 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.

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

17. 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.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

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

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

LANDER COUNTY

LANDER COUNTY BOARD OF COMMISSIONERS

By: Dean Bullock Date: 10/16/12
DEAN BULLOCK, Chair

Attest:

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

PRESCHOOL

By: Jana Mayes Date: 10-16-2012

Printed Name: Jana Mayes

Title/Capacity: Director

BATTLE MOUNTAIN, PARENT COOPERATIVE PRESCHOOL, INC.
LEASE AGREEMENT

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RECITALS

WHEREAS, Preschool is a not-for-profit organization that desires to continue to use Lander County's property for the purpose of providing preschool education for children of low-income families in Battle Mountain; and

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

WHEREAS, Lander County does not currently need or utilize the building located at 370 South Mountain St., Battle Mountain, Nevada 89820, hereinafter referred to as "Building," at the present time for other public purposes; and

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

WHEREAS, both parties recognize the public need for preschool education for children of low income families.

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27

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   Preschool further promises to provide Lander County sufficient evidence of a liability insurance policy, satisfactory to Lander County, which covers Preschool and names Lander County as an additional insured. Said policy must indemnify and hold harmless Lander County against any and all claims, in the amount of one million dollars ($1,000,000.00) for injury to any one person, said policy must remain in force during the entire term of this Agreement and must be subject to prior notice to Lander County before cancellation. Such proof must be provided to the Lander County Clerk's Office and the Lander County Executive Director's Office prior to this Agreement becoming effective.

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    Preschool:

    The resident agent as then listed with the Nevada Secretary of State for The Battle Mountain Parent Cooperative Preschool, Inc., Battle Mountain, Nevada 89820

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23. 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.

24. 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.

25. 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.

26. 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.

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28. 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.

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

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

LANDER COUNTY

LANDER COUNTY BOARD OF COMMISSIONERS

By: _____ Date: _____
DEAN BULLOCK, Chair

Attest:

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

PRESCHOOL

By: _____ Date: _____

Printed Name: _____

Title/Capacity: _____

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 28

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding appointments to the 2012-2013 Advisory Board, categories 1, 2, 3 & 4 and other matters properly relating thereto.

Public comment.

Background:

Letters of Intent to serve on Lander County 2011-2012 Category 1, 2, 3 & 4 Advisory Boards are presented to the Commission for consideration.

A Letter of Intent for appointment to the Lander County Planning Commission has been received from Ms. Kimberlie Davis to re-fill the position she vacated in December 2011.

Recommended Action:

It is recommended that the Commission appoint Ms. Kimberlie Davis to the Lander County Planning Commission to fill the remainder of the term to which she was appointed, with such term to expire June 30, 2015.

RECEIVED
JUN 20 2012
LANDER CO. CLERK

June 19, 2012

Commissioners of Lander County

315 S Humboldt Street

Battle Mountain, Nevada 89820

Dear Commissioners,

I would like to express my interest in being re-appointed to the Planning Commission seat I vacated in December which to my knowledge has not been filled.

I feel my background entrepreneurially and my experience in residential housing, construction and transportation is well suited for the position and contributes to well rounded discussions and decision making processes that occur. I have lived here for 24+ years. I feel I always exhibited fairness and never did not support additional bureaucratic processes just for the sake of.

I have regretted stepping down from the appointment back in December. If it is the pleasure of the Commission, I look forward to re-appointment for the remainder of my prior term. Thank you for the consideration.

Respectfully,

Kimberlie Davis

#28

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 29

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding the canvass of votes for the June 12, 2012 Primary Election.

Public comment.

Background:

The Abstract of Votes for the June 12, 2012 Primary Election is presented for consideration by the Commission, pursuant to the provisions of Nevada Revised Statutes (NRS) 293.387.

The Board of County Commissioners is required, through NRS 293.387, to meet and canvass the returns from a Primary Election.

Lander County Clerk Sadie Sullivan will provide more detailed information to the Commission on this item.

Recommended Action:

It is recommended that the Commission canvass the Abstract of Votes of the June 12, 2012 Primary Election and authorize Vice-Chairman Stienmetz to sign the canvass.

AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: Next meeting Regular or Special ASAP

NAME: Sadie Sullivan REPRESENTING: Clerk's Office - Election

ADDRESS: 315 S. Humboldt St. Battle Mountain, NV

PHONE (H):_____ (W): 635-5138 (FAX): 635-0394

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: _____

WHO WILL BE ATTENDING THE MEETING: Sadie Sullivan

JOB TITLE: Clerk

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Abstract of the Vote for Primary Election 2012

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 X NO ___
WHEN? _____

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:

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

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

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

Cathy Myers DATE: 6-21-12

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

29

CANVASS OF VOTES CAST
LANDER COUNTY, NEVADA
PRIMARY ELECTION
JUNE 12, 2012

TOTAL OVERALL VOTERS BY PRECINCT

PRECINCT	TOTAL REGISTERED	TOTAL VOTED	SPOILED BALLOTS	PERCENT
ARGENTA 01	435	114	0	
ARGENTA 02	542	117	1	
ARGENTA 03	142	38	0	
ARGENTA 04	549	109	0	
ARGENTA 05	503	95	2	
SOUTHERN LANDER COUNTY 06	74	38	0	
AUSTIN 07	116	69	3	
GILLMAN SPRINGS RANCH 08	18	9	1	
KINGSTON 09	90	40	1	
PRECINCT 99				
TOTALS:	2,469	629	8	25.48%

TOTAL VOTES FOR ELECTION DAY

PRECINCT	TOTAL REGISTERED	TOTAL VOTED	SPOILED/REJECTED BALLOTS
ARGENTA 01	435	31	0
ARGENTA 02	542	34	1
ARGENTA 03	142	8	0
ARGENTA 04	549	41	0
ARGENTA 05	503	27	2
TOTALS:	2,171	141	3

TOTAL ABSENTEE VOTES

PRECINCT	TOTAL REGISTERED	TOTAL VOTED	SPOILED BALLOTS
ARGENTA 01	435	1	0
ARGENTA 02	542	8	1
ARGENTA 03	142	2	0
ARGENTA 04	549	6	0
AGRENTA 05	503	4	2
TOTALS:	2,171	21	3

TOTAL EARLY VOTES

PRECINCT	TOTAL REGISTERED	TOTAL VOTED	SPOILED/REJECTED BALLOT
ARGENTA 01	435	82	0
ARGENTA 02	542	75	1
ARGENTA 03	142	28	0
ARGENTA 04	549	62	0
ARGENTA 05	503	64	2
TOTALS:	2,129	311	3

TOTAL MAILING VOTES

PRECINCT	TOTAL REGISTERED	TOTAL VOTED	SPOILED/REJECTED BALLOT
AUSTIN 06	74	38	0
AUSTIN 07	116	69	3
GILLMAN 08	18	9	1
KINGSTON 09	90	40	1
TOTALS:	298	156	5

TOTAL PROVISIONAL VOTES

PRECINCT	TOTAL REGISTERED	TOTAL VOTED	REJECTED BALLOTS
PRECINCT 99	0	0	0
TOTALS:	0	0	0

ACCORDING TO N.R.S. 293.387 A CANVASS OF RETURNS BY COUNTY COMMISSIONERS: ABSTRACT OF VOTES AS SOON AS THE RETURNS FROM ALL THE PRECINCTS AND DISTRICTS IN ANY COUNTY HAVE BEEN RECEIVED BY THE BOARD OF COUNTY COMMISSISONERS, THE BOARD SHALL MEET AND CANVASS THE RETURNS. THE CANVASS MUST BE COMPLETED ON OR BEFORE THE SIXTH WORKING DAY FOLLOWING THE ELECTION.

NOTE: PLEASE SEE ATTACHED ELECTION RESULTS SHEETS FOR INDIVIDUAL RACES AND PRECINCTS

DATED THE 21TH DAY OF JUNE, 2012

CHAIR, LANDER COUNTY BOARD OF COMMISSIONERS

COMMISSIONER

COMMISSIONER

COMMISSIONER

COMMISSIONER

Sadie Sullivan

Respectfully Submitted,
SADIE SULLIVAN
LANDER COUNTY CLERK

LANDER COUNTY Statement of Vote
PRIMARY ELECTION

200004	DEMOCRAT U.S. SENATOR															
	Registration	Ballots Cast	Turnout (%)		BERKLEY, SHELLEY	BROWN, STEVE	ELLSWORTH, BARRY	MACIAS, LOUIS	PRICE, NANCY	NONE OF THESE CANDIDATES						
Argenta 01 0001	435	31	7.13		6	1	1	0	1	1						
Argenta 01 - Absentee Reporting	435	1	0.23		0	0	0	0	0	0						
Argenta 01 - Early Vote Reporting	435	82	18.85		11	0	0	2	0	1						
Argenta 02 0002	542	34	6.27		4	0	0	0	2	0						
Argenta 02 - Absentee Reporting	542	8	1.48		1	1	0	0	0	0						
Argenta 02 - Early Vote Reporting	542	75	13.84		10	1	2	2	4	2						
Argenta 03 0003	142	8	5.63		0	1	0	0	0	2						
Argenta 03 - Absentee Reporting	142	2	1.41		0	0	0	0	0	0						
Argenta 03 - Early Vote Reporting	142	28	19.72		5	0	1	0	1	1						
Argenta 04 0004	549	41	7.47		5	1	2	0	1	1						
Argenta 04 - Absentee Reporting	549	6	1.09		0	0	0	0	0	1						
Argenta 04 - Early Vote Reporting	549	62	11.29		7	1	1	0	2	0						
Argenta 05 0005	503	27	5.37		2	0	0	0	0	3						
Argenta 05 - Absentee Reporting	503	4	0.80		0	0	0	0	0	0						
Argenta 05 - Early Vote Reporting	503	64	12.72		6	2	0	1	5	2						
Southern Lander County 06 0006	74	38	51.35		1	0	0	0	3	1						
Austin 07 0007	116	69	59.48		9	1	0	0	2	4						
Gillman Springs Ranch 08 0008	18	9	50.00		0	0	0	0	0	0						
Kingston 09 0009	90	40	44.44		2	0	0	0	2	3						
Precinct 99 .0099	0	0	0.00		0	0	0	0	0	0						
Precinct 99 - Absentee Reporting	0	0	0.00		0	0	0	0	0	0						
Precinct 99 - Early Vote Reporting	0	0	0.00		0	0	0	0	0	0						
Precinct Totals	2469	297	12.03		29	4	3	0	11	15						
Absentee Reporting Totals	2171	21	0.97		1	1	0	0	0	1						
Early Vote Reporting Totals	2171	311	14.33		39	4	4	5	12	6						
Grand Totals	2469	629	25.48		69	9	7	5	23	22						

LANDER COUNTY Statement of Vote
PRIMARY ELECTION

200005	DEMOCRAT REP IN CONGRESS, DISTRICT 2																
	Registration	Ballots Cast	Turnout (%)		DEHNE, SAM	KOEPNICK, SAMUEL	RODRIGUEZ, XIOMARA "XIO"										
Argenta 01 0001	435	31	7.13		2	5	1										
Argenta 01 - Absentee Reporting	435	1	0.23		0	0	0										
Argenta 01 - Early Vote Reporting	435	82	18.85		3	6	2										
Argenta 02 0002	542	34	6.27		2	1	3										
Argenta 02 - Absentee Reporting	542	8	1.48		0	2	0										
Argenta 02 - Early Vote Reporting	542	75	13.84		9	6	5										
Argenta 03 0003	142	8	5.63		2	1	0										
Argenta 03 - Absentee Reporting	142	2	1.41		0	0	0										
Argenta 03 - Early Vote Reporting	142	28	19.72		3	5	0										
Argenta 04 0004	549	41	7.47		6	1	2										
Argenta 04 - Absentee Reporting	549	6	1.09		0	0	0										
Argenta 04 - Early Vote Reporting	549	62	11.29		5	4	1										
Argenta 05 0005	503	27	5.37		1	3	0										
Argenta 05 - Absentee Reporting	503	4	0.80		0	0	0										
Argenta 05 - Early Vote Reporting	503	64	12.72		3	6	4										
Southern Lander County 06 000	74	38	51.35		1	3	1										
Austin 07 0007	116	69	59.48		5	7	3										
Gillman Springs Ranch 08 0008	18	9	50.00		0	0	0										
Kingston 09 0009	90	40	44.44		4	1	0										
Precinct 99 0099	0	0	0.00		0	0	0										
Precinct 99 - Absentee Reporting	0	0	0.00		0	0	0										
Precinct 99 - Early Vote Reporting	0	0	0.00		0	0	0										
Precinct Totals	2469	297	12.03		23	22	10										
Absentee Reporting Totals	2171	21	0.97		0	2	0										
Early Vote Reporting Totals	2171	311	14.33		23	27	12										
Grand Totals	2469	629	25.48		46	51	22										

LANDER COUNTY Statement of Vote
PRIMARY ELECTION

300006	REPUBLICAN U.S. SENATOR															
	Registration	Ballots Cast	Turnout (%)		BROOKS, SHERRY	CHARLES, RICHARD	HAMILTON, EDDIE "IN LIBERTY"	HELLER, DEAN	POLIAK, CARLO "NAKUSA"	NONE OF THESE CANDIDATES						
Argenta 01 0001	435	31	7.13		0	0	0	19	0	0						
Argenta 01 - Absentee Reporting	435	1	0.23		0	0	0	1	0	0						
Argenta 01 - Early Vote Reporting	435	82	18.85		3	2	0	54	1	0						
Argenta 02 0002	542	34	6.27		1	0	0	20	1	1						
Argenta 02 - Absentee Reporting	542	8	1.48		0	0	0	6	0	0						
Argenta 02 - Early Vote Reporting	542	75	13.84		3	2	0	40	1	1						
Argenta 03 0003	142	8	5.63		0	0	0	5	0	0						
Argenta 03 - Absentee Reporting	142	2	1.41		0	0	0	2	0	0						
Argenta 03 - Early Vote Reporting	142	28	19.72		0	0	0	18	0	1						
Argenta 04 0004	549	41	7.47		2	1	0	26	0	1						
Argenta 04 - Absentee Reporting	549	6	1.09		0	0	0	5	0	0						
Argenta 04 - Early Vote Reporting	549	62	11.29		0	1	0	45	0	0						
Argenta 05 0005	503	27	5.37		2	0	0	19	0	0						
Argenta 05 - Absentee Reporting	503	4	0.80		0	0	0	4	0	0						
Argenta 05 - Early Vote Reporting	503	64	12.72		0	2	0	40	0	2						
Southern Lander County 06 000	74	38	51.35		0	0	1	31	0	0						
Austin 07 0007	116	69	59.48		4	0	1	40	0	2						
Gillman Springs Ranch 08 0008	18	9	50.00		0	0	0	6	0	1						
Kingston 09 0009	90	40	44.44		0	1	0	21	0	0						
Precinct 99 0099	0	0	0.00		0	0	0	0	0	0						
Precinct 99 - Absentee Reporting	0	0	0.00		0	0	0	0	0	0						
Precinct 99 - Early Vote Reporting	0	0	0.00		0	0	0	0	0	0						
Precinct Totals	2469	297	12.03		9	2	2	187	1	5						
Absentee Reporting Totals	2171	21	0.97		0	0	0	18	0	0						
Early Vote Reporting Totals	2171	311	14.33		6	7	0	197	2	4						
Grand Totals	2469	629	25.48		15	9	2	402	3	9						

LANDER COUNTY Statement of Vote
PRIMARY ELECTION

100007	UNIV. BOARD OF REGENTS DST 9															
	Registration	Ballots Cast	Turnout (%)		KNECHT, RON	MACKEDON, MICHON	RIENDEAU, RICHARD "OLD RICK"									
Argenta 01 0001	435	31	7.13		13	11	3									
Argenta 01 - Absentee Reporting	435	1	0.23		0	1	0									
Argenta 01 - Early Vote Reporting	435	82	18.85		26	31	11									
Argenta 02 0002	542	34	6.27		9	13	8									
Argenta 02 - Absentee Reporting	542	8	1.48		3	1	0									
Argenta 02 - Early Vote Reporting	542	75	13.84		30	25	6									
Argenta 03 0003	142	8	5.63		2	3	3									
Argenta 03 - Absentee Reporting	142	2	1.41		0	1	1									
Argenta 03 - Early Vote Reporting	142	28	19.72		11	8	5									
Argenta 04 0004	549	41	7.47		17	10	6									
Argenta 04 - Absentee Reporting	549	6	1.09		2	3	0									
Argenta 04 - Early Vote Reporting	549	62	11.29		19	22	3									
Argenta 05 0005	503	27	5.37		10	9	2									
Argenta 05 - Absentee Reporting	503	4	0.80		0	2	0									
Argenta 05 - Early Vote Reporting	503	64	12.72		23	25	4									
Southern Lander County 06 0006	74	38	51.35		3	24	6									
Austin 07 0007	116	69	59.48		7	40	10									
Gillman Springs Ranch 08 0008	18	9	50.00		4	1	0									
Kingston 09 0009	90	40	44.44		10	18	4									
Precinct Totals	2469	297	12.03		75	129	42									
Absentee Reporting Totals	2171	21	0.97		5	8	1									
Early Vote Reporting Totals	2171	311	14.33		109	111	29									
Grand Totals	2469	629	25.48		189	248	72									

LANDER COUNTY Statement of Vote
PRIMARY ELECTION

100008	MEMBER STATE BD. OF EDUCATION DIST. 2															
	Registration	Ballots Cast	Turnout (%)		BACON, RAY	CAREY, SCOTT H.	CLONTZ, DONNA	COOK, DAVE	FRALICK, ADRIANA GUZMAN							
Argenta 01 0001	435	31	7.13		5	3	6	6	6							
Argenta 01 - Absentee Reporting	435	1	0.23		0	0	0	1	0							
Argenta 01 - Early Vote Reporting	435	82	18.85		7	10	20	19	10							
Argenta 02 0002	542	34	6.27		2	6	3	9	12							
Argenta 02 - Absentee Reporting	542	8	1.48		0	1	1	1	1							
Argenta 02 - Early Vote Reporting	542	75	13.84		11	12	15	19	6							
Argenta 03 0003	142	8	5.63		0	2	1	2	3							
Argenta 03 - Absentee Reporting	142	2	1.41		0	0	0	1	1							
Argenta 03 - Early Vote Reporting	142	28	19.72		3	5	5	11	2							
Argenta 04 0004	549	41	7.47		2	4	8	12	8							
Argenta 04 - Absentee Reporting	549	6	1.09		0	0	0	3	2							
Argenta 04 - Early Vote Reporting	549	62	11.29		6	9	9	19	4							
Argenta 05 0005	503	27	5.37		3	2	1	9	7							
Argenta 05 - Absentee Reporting	503	4	0.80		0	0	0	1	0							
Argenta 05 - Early Vote Reporting	503	64	12.72		8	4	10	24	5							
Southern Lander County 06 000	74	38	51.35		4	3	9	11	7							
Austin 07 0007	116	69	59.48		6	9	18	16	8							
Gillman Springs Ranch 08 0008	18	9	50.00		0	2	3	0	0							
Kingston 09 0009	90	40	44.44		5	7	6	12	2							
Precinct Totals	2469	297	12.03		27	38	55	77	53							
Absentee Reporting Totals	2171	21	0.97		0	1	1	7	4							
Early Vote Reporting Totals	2171	311	14.33		35	40	59	92	27							
Grand Totals	2469	629	25.48		62	79	115	176	84							

LANDER COUNTY Statement of Vote
PRIMARY ELECTION

100009	ARGENTA JUSTICE OF THE PEACE															
	Registration	Ballots Cast	Turnout (%)		BUNCH, MAX W.											
Argenta 01 0001	435	31	7.13		27											
Argenta 01 - Absentee Reporting	435	1	0.23		1											
Argenta 01 - Early Vote Reporting	435	82	18.85		74											
Argenta 02 0002	542	34	6.27		32											
Argenta 02 - Absentee Reporting	542	8	1.48		5											
Argenta 02 - Early Vote Reporting	542	75	13.84		67											
Argenta 03 0003	142	8	5.63		8											
Argenta 03 - Absentee Reporting	142	2	1.41		2											
Argenta 03 - Early Vote Reporting	142	28	19.72		24											
Argenta 04 0004	549	41	7.47		39											
Argenta 04 - Absentee Reporting	549	6	1.09		6											
Argenta 04 - Early Vote Reporting	549	62	11.29		51											
Argenta 05 0005	503	27	5.37		23											
Argenta 05 - Absentee Reporting	503	4	0.80		2											
Argenta 05 - Early Vote Reporting	503	64	12.72		56											
Precinct Totals	2171	141	6.49		129											
Absentee Reporting Totals	2171	21	0.97		16											
Early Vote Reporting Totals	2171	311	14.33		272											
Grand Totals	2171	473	21.79		417											

LANDER COUNTY Statement of Vote
PRIMARY ELECTION

100010	LANDER COUNTY SCHOOL TRUSTEE																
	Registration	Ballots Cast	Turnout (%)		LANDER COUNTY SCHOOL TRUSTEE, AREA ONE LAKE, MARK		LANDER COUNTY SCHOOL TRUSTEE, AREA TWO MORRISON, JANICE										
Argenta 01 0001	435	31	7.13		26		23										
Argenta 01 - Absentee Reporting	435	1	0.23		1		1										
Argenta 01 - Early Vote Reporting	435	82	18.85		71		66										
Argenta 02 0002	542	34	6.27		31		26										
Argenta 02 - Absentee Reporting	542	8	1.48		6		4										
Argenta 02 - Early Vote Reporting	542	75	13.84		58		62										
Argenta 03 0003	142	8	5.63		7		7										
Argenta 03 - Absentee Reporting	142	2	1.41		2		2										
Argenta 03 - Early Vote Reporting	142	28	19.72		21		25										
Argenta 04 0004	549	41	7.47		35		32										
Argenta 04 - Absentee Reporting	549	6	1.09		6		4										
Argenta 04 - Early Vote Reporting	549	62	11.29		50		51										
Argenta 05 0005	503	27	5.37		23		22										
Argenta 05 - Absentee Reporting	503	4	0.80		2		2										
Argenta 05 - Early Vote Reporting	503	64	12.72		57		52										
Southern Lander County 06 0006	74	38	51.35		33		37										
Austin 07 0007	116	69	59.48		49		52										
Gillman Springs Ranch 08 0008	18	9	50.00		5		5										
Kingston 09 0009	90	40	44.44		31		35										
Precinct Totals	2469	297	12.03		240		239										
Absentee Reporting Totals	2171	21	0.97		17		13										
Early Vote Reporting Totals	2171	311	14.33		257		256										
Grand Totals	2469	629	25.48		514		508										

LANDER COUNTY Statement of Vote
PRIMARY ELECTION

100010	LANDER COUNTY SCHOOL TRUSTEE																
	Registration	Ballots Cast	Turnout (%)		LANDER COUNTY SCHOOL TRUSTEE, AREA ONE LAKE, MARK		LANDER COUNTY SCHOOL TRUSTEE, AREA TWO MORRISON, JANICE										
Argenta 01 0001	435	31	7.13		26		23										
Argenta 01 - Absentee Reporting	435	1	0.23		1		1										
Argenta 01 - Early Vote Reporting	435	82	18.85		71		66										
Argenta 02 0002	542	34	6.27		31		26										
Argenta 02 - Absentee Reporting	542	8	1.48		6		4										
Argenta 02 - Early Vote Reporting	542	75	13.84		58		62										
Argenta 03 0003	142	8	5.63		7		7										
Argenta 03 - Absentee Reporting	142	2	1.41		2		2										
Argenta 03 - Early Vote Reporting	142	28	19.72		21		25										
Argenta 04 0004	549	41	7.47		35		32										
Argenta 04 - Absentee Reporting	549	6	1.09		6		4										
Argenta 04 - Early Vote Reporting	549	62	11.29		50		51										
Argenta 05 0005	503	27	5.37		23		22										
Argenta 05 - Absentee Reporting	503	4	0.80		2		2										
Argenta 05 - Early Vote Reporting	503	64	12.72		57		52										
Southern Lander County 06 0006	74	38	51.35		33		37										
Austin 07 0007	116	69	59.48		49		52										
Gillman Springs Ranch 08 0008	18	9	50.00		5		5										
Kingston 09 0009	90	40	44.44		31		35										
Precinct Totals	2469	297	12.03		240		239										
Absentee Reporting Totals	2171	21	0.97		17		13										
Early Vote Reporting Totals	2171	311	14.33		257		256										
Grand Totals	2469	629	25.48		514		508										

LANDER COUNTY Statement of Vote
PRIMARY ELECTION

100012	LANDER COUNTY HOSPITAL DISTRICT															
	Registration	Ballots Cast	Turnout (%)		LANDER COUNTY HOSPITAL DIST TRUSTEE SEAT A ANDREOLA, KARLENE		LANDER COUNTY HOSPITAL DIST TRUSTEE SEAT C ANCHO, KATHY									
Argenta 01 0001	435	31	7.13		23		28									
Argenta 01 - Absentee Reporting	435	1	0.23		1		1									
Argenta 01 - Early Vote Reporting	435	82	18.85		67		71									
Argenta 02 0002	542	34	6.27		24		29									
Argenta 02 - Absentee Reporting	542	8	1.48		4		6									
Argenta 02 - Early Vote Reporting	542	75	13.84		62		60									
Argenta 03 0003	142	8	5.63		8		7									
Argenta 03 - Absentee Reporting	142	2	1.41		2		2									
Argenta 03 - Early Vote Reporting	142	28	19.72		25		25									
Argenta 04 0004	549	41	7.47		31		39									
Argenta 04 - Absentee Reporting	549	6	1.09		5		5									
Argenta 04 - Early Vote Reporting	549	62	11.29		53		56									
Argenta 05 0005	503	27	5.37		23		25									
Argenta 05 - Absentee Reporting	503	4	0.80		2		2									
Argenta 05 - Early Vote Reporting	503	64	12.72		55		61									
Southern Lander County 06 000	74	38	51.35		37		37									
Austin 07 0007	116	69	59.48		63		61									
Gillman Springs Ranch 08 0008	18	9	50.00		6		6									
Kingston 09 0009	90	40	44.44		34		33									
Precinct Totals	2469	297	12.03		249		265									
Absentee Reporting Totals	2171	21	0.97		14		16									
Early Vote Reporting Totals	2171	311	14 33		262		273									
Grand Totals	2469	629	25.48		525		554									

LANDER COUNTY Statement of Vote
PRIMARY ELECTION

100012	LANDER COUNTY HOSPITAL DISTRICT																
	Registration	Ballots Cast	Turnout (%)		LANDER COUNTY HOSPITAL DIST TRUSTEE, SEAT A ANDREOLA, KARIENE		LANDER COUNTY HOSPITAL DIST TRUSTEE, SEAT C ANCHO, KATHY										
Argenta 01 0001	435	31	7.13		23		28										
Argenta 01 - Absentee Reporting	435	1	0.23		1		1										
Argenta 01 - Early Vote Reporting	435	82	18.85		67		71										
Argenta 02 0002	542	34	6.27		24		29										
Argenta 02 - Absentee Reporting	542	8	1.48		4		6										
Argenta 02 - Early Vote Reporting	542	75	13.84		62		60										
Argenta 03 0003	142	8	5.63		8		7										
Argenta 03 - Absentee Reporting	142	2	1.41		2		2										
Argenta 03 - Early Vote Reporting	142	28	19.72		25		25										
Argenta 04 0004	549	41	7.47		31		39										
Argenta 04 - Absentee Reporting	549	6	1.09		5		5										
Argenta 04 - Early Vote Reporting	549	62	11.29		53		56										
Argenta 05 0005	503	27	5.37		23		25										
Argenta 05 - Absentee Reporting	503	4	0.80		2		2										
Argenta 05 - Early Vote Reporting	503	64	12.72		55		61										
Southern Lander County 06 0006	74	38	51.35		37		37										
Austin 07 0007	116	69	59.48		63		61										
Gillman Springs Ranch 08 0008	18	9	50.00		6		6										
Kingston 09 0009	90	40	44.44		34		33										
Precinct Totals	2469	297	12.03		249		265										
Absentee Reporting Totals	2171	21	0.97		14		16										
Early Vote Reporting Totals	2171	311	14.33		262		273										
Grand Totals	2469	629	25.48		525		554										

PRIMARY ELECTION

June 12, 2012

Summary Report

Lander County

LANDER Final Report

Registration & Turnout		2,469	Voters
Election Day Reporting Turnout		297	12.03%
Absentee Reporting Turnout		21	0.85%
Early Vote Reporting Turnout		**311**	**12.60%**
	Total ...	**629**	**25.48%**

Nonpartisan Registration & Turnout		460	Voters
Election Day Reporting Turnout		**27**	**5.87%**
Absentee Reporting Turnout		0	0.00%
Early Vote Reporting Turnout		22	4.78%
	Total ...	**49**	**10.65%**

Democrat Registration & Turnout		554	Voters
Election Day Reporting Turnout		62	11.19%
Absentee Reporting Turnout		3	0.54%
Early Vote Reporting Turnout		**70**	**12.64%**
	Total ...	**135**	**24.37%**

Republican Registration & Turnout		1,455	Voters
Election Day Reporting Turnout		208	14.30%
Absentee Reporting Turnout		18	1.24%
Early Vote Reporting Turnout		**219**	**15.05%**
	Total ...	**445**	**30.58%**

DEM - U.S. Senator		9/9	100.00%
BERKLEY, SHELLEY		**69**	**51.11%**
BROWN, STEVE		9	6.67%
ELLSWORTH, BARRY		7	5.19%
MACIAS, LOUIS		5	3.70%
PRICE, NANCY		23	17.04%
NONE OF THESE CANDIDATES		22	16.30%
	Total ...	**135**	**100.00%**

DEM - Rep in Congress, District 2		9/9	100.00%
DEHNE, SAM		46	38.66%
KOEPNICK, SAMUEL		**51**	**42.86%**
RODRIGUEZ, XIOMARA "XIO"		22	18.49%
	Total ...	**119**	**100.00%**

REP - U.S. Senator		9/9	100.00%
BROOKS, SHERRY		15	3.41%
CHARLES, RICHARD		9	2.05%
HAMILTON, EDDIE "IN LIBERTY"		2	0.45%
HELLER, DEAN		**402**	**91.36%**
POLIAK, CARLO "NAKUSA"		3	0.68%
NONE OF THESE CANDIDATES		9	2.05%
	Total ...	**440**	**100.00%**

Univ. Board of Regents Dst 9		9/9	100.00%
KNECHT, RON		189	37.13%
MACKEDON, MICHON		**248**	**48.72%**
RIENDEAU, RICHARD "OLD RICK"		72	14.15%
	Total ...	**509**	**100.00%**

Member State Bd. Of Education Dist. 2		9/9	100.00%
BACON, RAY		62	12.02%
CAREY, SCOTT H.		79	15.31%
CLONTZ, DONNA		115	22.29%
COOK, DAVE		**176**	**34.11%**
FRALICK, ADRIANA GUZMAN		84	16.28%
	Total ...	**516**	**100.00%**

ARGENTA Justice of the Peace		5/5	100.00%
BUNCH, MAX W.		**417**	**100.00%**
	Total ...	**417**	**100.00%**

LANDER COUNTY School Trustee, Area (		9/9	100.00%
LAKE, MARK		**514**	**100.00%**
	Total ...	**514**	**100.00%**

LANDER COUNTY School Trustee, Area		9/9	100.00%
MORRISON, JANICE		508	100.00%
	Total ...	**508**	**100.00%**

LANDER COUNTY Hospital Dist Trustee,		9/9	100.00%
ANDREOLA, KARLENE		**525**	**100.00%**
	Total ...	**525**	**100.00%**

LANDER COUNTY Hospital Dist Trustee,		9/9	100.00%
ANCHO, KATHY		**554**	**100.00%**
	Total ...	**554**	**100.00%**

PRIMARY ELECTION

June 12, 2012

Summary Report

Lander County

LANDER Election Summary Report

Registration & Turnout	2,469	Voters
Election Day Reporting Turnout	297	12.03%
Absentee Reporting Turnout	21	0.85%
Early Vote Reporting Turnout	**311**	**12.60%**
Total ...	**629**	**25.48%**

Nonpartisan Registration & Turnout	460	Voters
Election Day Reporting Turnout	**27**	**5.87%**
Absentee Reporting Turnout	0	0.00%
Early Vote Reporting Turnout	22	4.78%
Total ...	**49**	**10.65%**

Democrat Registration & Turnout	554	Voters
Election Day Reporting Turnout	62	11.19%
Absentee Reporting Turnout	3	0.54%
Early Vote Reporting Turnout	**70**	**12.64%**
Total ...	**135**	**24.37%**

Republican Registration & Turnout	1,455	Voters
Election Day Reporting Turnout	208	14.30%
Absentee Reporting Turnout	18	1.24%
Early Vote Reporting Turnout	**219**	**15.05%**
Total ...	**445**	**30.58%**

DEM - U.S. Senator	9/9	100.00%
BERKLEY, SHELLEY	**69**	**51.11%**
BROWN, STEVE	9	6.67%
ELLSWORTH, BARRY	7	5.19%
MACIAS, LOUIS	5	3.70%
PRICE, NANCY	23	17.04%
NONE OF THESE CANDIDATES	22	16.30%
Total ...	**135**	**100.00%**

DEM - Rep in Congress, District 2	9/9	100.00%
DEHNE, SAM	46	38.66%
KOEPNICK, SAMUEL	**51**	**42.86%**
RODRIGUEZ, XIOMARA "XIO"	22	18.49%
Total ...	**119**	**100.00%**

REP - U.S. Senator	9/9	100.00%
BROOKS, SHERRY	15	3.41%
CHARLES, RICHARD	9	2.05%
HAMILTON, EDDIE "IN LIBERTY"	2	0.45%
HELLER, DEAN	402	91.36%
POLIAK, CARLO "NAKUSA"	3	0.68%
NONE OF THESE CANDIDATES	9	2.05%
Total ...	**440**	**100.00%**

Univ. Board of Regents Dst 9	9/9	100.00%
KNECHT, RON	189	37.13%
MACKEDON, MICHON	**248**	**48.72%**
RIENDEAU, RICHARD "OLD RICK"	72	14.15%
Total ...	**509**	**100.00%**

Member State Bd. Of Education Dist. 2	9/9	100.00%
BACON, RAY	62	12.02%
CAREY, SCOTT H.	79	15.31%
CLONTZ, DONNA	115	22.29%
COOK, DAVE	**176**	**34.11%**
FRALICK, ADRIANA GUZMAN	84	16.28%
Total ...	**516**	**100.00%**

ARGENTA Justice of the Peace	5/5	100.00%
BUNCH, MAX W.	**417**	**100.00%**
Total ...	**417**	**100.00%**

LANDER COUNTY School Trustee, Area (	9/9	100.00%
LAKE, MARK	**514**	**100.00%**
Total ...	**514**	**100.00%**

LANDER COUNTY School Trustee, Area	9/9	100.00%
MORRISON, JANICE	**508**	**100.00%**
Total ...	**508**	**100.00%**

LANDER COUNTY Hospital Dist Trustee,	9/9	100.00%
ANDREOLA, KARLENE	**525**	**100.00%**
Total ...	**525**	**100.00%**

LANDER COUNTY Hospital Dist Trustee,	9/9	100.00%
ANCHO, KATHY	**554**	**100.00%**
Total ...	**554**	**100.00%**

PRIMARY ELECTION

June 12, 2012

Summary Report

Lander County

LANDER EarlyVote Summary Report

Registration & Turnout		2,469	Voters
Election Day Reporting Turnout		156	6.32%
Absentee Reporting Turnout		21	0.85%
Early Vote Reporting Turnout		**311**	**12.60%**
	Total ...	**488**	**19.77%**

Nonpartisan Registration & Turnout		460	Voters
Election Day Reporting Turnout		19	4.13%
Absentee Reporting Turnout		0	0.00%
Early Vote Reporting Turnout		**22**	**4.78%**
	Total ...	**41**	**8.91%**

Democrat Registration & Turnout		554	Voters
Election Day Reporting Turnout		28	5.05%
Absentee Reporting Turnout		3	0.54%
Early Vote Reporting Turnout		**70**	**12.64%**
	Total ...	**101**	**18.23%**

Republican Registration & Turnout		1,455	Voters
Election Day Reporting Turnout		109	7.49%
Absentee Reporting Turnout		18	1.24%
Early Vote Reporting Turnout		**219**	**15.05%**
	Total ...	**346**	**23.78%**

DEM - U.S. Senator	0/9	0.00%
BERKLEY, SHELLEY	**52**	**51.49%**
BROWN, STEVE	6	5.94%
ELLSWORTH, BARRY	4	3.96%
MACIAS, LOUIS	5	4.95%
PRICE, NANCY	19	18.81%
NONE OF THESE CANDIDATES	15	14.85%
Total ...	**101**	**100.00%**

DEM - Rep in Congress, District 2	0/9	0.00%
DEHNE, SAM	33	37.08%
KOEPNICK, SAMUEL	**40**	**44.94%**
RODRIGUEZ, XIOMARA "XIO"	16	17.98%
Total ...	**89**	**100.00%**

REP - U.S. Senator	0/9	0.00%
BROOKS, SHERRY	10	2.92%
CHARLES, RICHARD	8	2.34%
HAMILTON, EDDIE "IN LIBERTY"	2	0.58%
HELLER, DEAN	**313**	**91.52%**
POLIAK, CARLO "NAKUSA"	2	0.58%
NONE OF THESE CANDIDATES	7	2.05%
Total ...	**342**	**100.00%**

Univ. Board of Regents Dst 9	0/9	0.00%
KNECHT, RON	138	35.38%
MACKEDON, MICHON	**202**	**51.79%**
RIENDEAU, RICHARD "OLD RICK"	50	12.82%
Total ...	**390**	**100.00%**

Member State Bd. Of Education Dist. 2	0/9	0.00%
BACON, RAY	50	12.69%
CAREY, SCOTT H.	62	15.74%
CLONTZ, DONNA	96	24.37%
COOK, DAVE	**138**	**35.03%**
FRALICK, ADRIANA GUZMAN	48	12.18%
Total ...	**394**	**100.00%**

ARGENTA Justice of the Peace	0/5	0.00%
BUNCH, MAX W.	**288**	**100.00%**
Total ...	**288**	**100.00%**

LANDER COUNTY School Trustee, Area (	0/9	0.00%
LAKE, MARK	**392**	**100.00%**
Total ...	**392**	**100.00%**

LANDER COUNTY School Trustee, Area	0/9	0.00%
MORRISON, JANICE	**398**	**100.00%**
Total ...	**398**	**100.00%**

LANDER COUNTY Hospital Dist Trustee,	0/9	0.00%
ANDREOLA, KARLENE	**416**	**100.00%**
Total ...	**416**	**100.00%**

LANDER COUNTY Hospital Dist Trustee,	0/9	0.00%
ANCHO, KATHY	**426**	**100.00%**
Total ...	**426**	**100.00%**

PRIMARY ELECTION

June 12, 2012

Summary Report

Lander County

LANDER Absentee Summary Report

Registration & Turnout		2,469	Voters
Election Day Reporting Turnout		**156**	**6.32%**
Absentee Reporting Turnout		21	0.85%
Early Vote Reporting Turnout		0	0.00%
	Total ...	**177**	**7.17%**

Nonpartisan Registration & Turnout		460	Voters
Election Day Reporting Turnout		**19**	**4.13%**
Absentee Reporting Turnout		0	0.00%
Early Vote Reporting Turnout		0	0.00%
	Total ...	**19**	**4.13%**

Democrat Registration & Turnout		554	Voters
Election Day Reporting Turnout		**28**	**5.05%**
Absentee Reporting Turnout		3	0.54%
Early Vote Reporting Turnout		0	0.00%
	Total ...	**31**	**5.60%**

Republican Registration & Turnout		1,455	Voters
Election Day Reporting Turnout		**109**	**7.49%**
Absentee Reporting Turnout		18	1.24%
Early Vote Reporting Turnout		0	0.00%
	Total ...	**127**	**8.73%**

DEM - U.S. Senator	0/9	0.00%
BERKLEY, SHELLEY	**13**	**41.94%**
BROWN, STEVE	2	6.45%
ELLSWORTH, BARRY	0	0.00%
MACIAS, LOUIS	0	0.00%
PRICE, NANCY	7	22.58%
NONE OF THESE CANDIDATES	9	29.03%
Total ...	**31**	**100.00%**

DEM - Rep in Congress, District 2	0/9	0.00%
DEHNE, SAM	10	37.04%
KOEPNICK, SAMUEL	**13**	**48.15%**
RODRIGUEZ, XIOMARA "XIO"	4	14.81%
Total ...	**27**	**100.00%**

REP - U.S. Senator	0/9	0.00%
BROOKS, SHERRY	4	3.17%
CHARLES, RICHARD	1	0.79%
HAMILTON, EDDIE "IN LIBERTY"	2	1.59%
HELLER, DEAN	**116**	**92.06%**
POLIAK, CARLO "NAKUSA"	0	0.00%
NONE OF THESE CANDIDATES	3	2.38%
Total ...	**126**	**100.00%**

Univ. Board of Regents Dst 9	0/9	0.00%
KNECHT, RON	29	20.57%
MACKEDON, MICHON	**91**	**64.54%**
RIENDEAU, RICHARD "OLD RICK"	21	14.89%
Total ...	**141**	**100.00%**

Member State Bd. Of Education Dist. 2	0/9	0.00%
BACON, RAY	15	10.64%
CAREY, SCOTT H.	22	15.60%
CLONTZ, DONNA	37	26.24%
COOK, DAVE	**46**	**32.62%**
FRALICK, ADRIANA GUZMAN	21	14.89%
Total ...	**141**	**100.00%**

ARGENTA Justice of the Peace	0/5	0.00%
BUNCH, MAX W.	**16**	**100.00%**
Total ...	**16**	**100.00%**

LANDER COUNTY School Trustee, Area (	0/9	0.00%
LAKE, MARK	**135**	**100.00%**
Total ...	**135**	**100.00%**

LANDER COUNTY School Trustee, Area '	0/9	0.00%
MORRISON, JANICE	**142**	**100.00%**
Total ...	**142**	**100.00%**

LANDER COUNTY Hospital Dist Trustee,	0/9	0.00%
ANDREOLA, KARLENE	**154**	**100.00%**
Total ...	**154**	**100.00%**

LANDER COUNTY Hospital Dist Trustee,	0/9	0.00%
ANCHO, KATHY	**153**	**100.00%**
Total ...	**153**	**100.00%**

PRIMARY ELECTION

June 12, 2012

Summary Report

Lander County

LANDER Zero Summary Report

Registration & Turnout		2,469	Voters
Election Day Reporting Turnout		0	0.00%
Absentee Reporting Turnout		0	0.00%
Early Vote Reporting Turnout		0	0.00%
	Total ...	**0**	**0.00%**

Nonpartisan Registration & Turnout		460	Voters
Election Day Reporting Turnout		0	0.00%
Absentee Reporting Turnout		0	0.00%
Early Vote Reporting Turnout		0	0.00%
	Total ...	**0**	**0.00%**

Democrat Registration & Turnout		554	Voters
Election Day Reporting Turnout		0	0.00%
Absentee Reporting Turnout		0	0.00%
Early Vote Reporting Turnout		0	0.00%
	Total ...	**0**	**0.00%**

Republican Registration & Turnout		1,455	Voters
Election Day Reporting Turnout		0	0.00%
Absentee Reporting Turnout		0	0.00%
Early Vote Reporting Turnout		0	0.00%
	Total ...	**0**	**0.00%**

DEM - U.S. Senator		0/9	0.00%
BERKLEY, SHELLEY		0	0.00%
BROWN, STEVE		0	0.00%
ELLSWORTH, BARRY		0	0.00%
MACIAS, LOUIS		0	0.00%
PRICE, NANCY		0	0.00%
NONE OF THESE CANDIDATES		0	0.00%
	Total ...	**0**	**0.00%**

DEM - Rep in Congress, District 2		0/9	0.00%
DEHNE, SAM		0	0.00%
KOEPNICK, SAMUEL		0	0.00%
RODRIGUEZ, XIOMARA "XIO"		0	0.00%
	Total ...	**0**	**0.00%**

REP - U.S. Senator		0/9	0.00%
BROOKS, SHERRY		0	0.00%
CHARLES, RICHARD		0	0.00%
HAMILTON, EDDIE "IN LIBERTY"		0	0.00%
HELLER, DEAN		0	0.00%
POLIAK, CARLO "NAKUSA"		0	0.00%
NONE OF THESE CANDIDATES		0	0.00%
	Total ...	**0**	**0.00%**

Univ. Board of Regents Dst 9		0/9	0.00%
KNECHT, RON		0	0.00%
MACKEDON, MICHON		0	0.00%
RIENDEAU, RICHARD "OLD RICK"		0	0.00%
	Total ...	**0**	**0.00%**

Member State Bd. Of Education Dist. 2		0/9	0.00%
BACON, RAY		0	0.00%
CAREY, SCOTT H.		0	0.00%
CLONTZ, DONNA		0	0.00%
COOK, DAVE		0	0.00%
FRALICK, ADRIANA GUZMAN		0	0.00%
	Total ...	**0**	**0.00%**

ARGENTA Justice of the Peace		0/5	0.00%
BUNCH, MAX W.		0	0.00%
	Total ...	**0**	**0.00%**

LANDER COUNTY School Trustee, Area (		0/9	0.00%
LAKE, MARK		0	0.00%
	Total ...	**0**	**0.00%**

LANDER COUNTY School Trustee, Area		0/9	0.00%
MORRISON, JANICE		0	0.00%
	Total ...	**0**	**0.00%**

LANDER COUNTY Hospital Dist Trustee,		0/9	0.00%
ANDREOLA, KARLENE		0	0.00%
	Total ...	**0**	**0.00%**

LANDER COUNTY Hospital Dist Trustee,		0/9	0.00%
ANCHO, KATHY		0	0.00%
	Total ...	**0**	**0.00%**

LANDER COUNTY COMMISSION MEETING
June 28, 2012

AGENDA ITEM NO. 30

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

Public comment.

Background:

Recommended Action:

1. Robert V. Abbey, Director, Bureau of Land Management, to Government Official, letter announcing the newly published *Desk Guide to Cooperating Agency Relationships and Coordination with Intergovernmental Partners.*

2. Gerald Dixon, Bureau of Land Management, to Reader, letter regarding a preliminary environmental assessment (EA) titled "North Elko Pipeline Project" to analyze the impacts of a proposal to construct and operate an underground natural gas pipeline on public and private lands in Elko and Eureka Counties.

3. Nevada Division of Environmental Protection, Notice of Proposed Action, New Class II Air Quality Operating Permit AP 1479-3062, Baker Hughes Drilling Fluids, Slaven Canyon Mine.

4. Tim Wilson, Nevada Division of Water Resources, to Ladies and Gentlemen, letter regarding Monitoring, Management and Mitigation Plan for the Mount Hope Molybdenum Mine.

5. Frank R. Woodbeck, Director, Nevada Department of Employment, Training and Rehabilitation, to Commissioner Dean Bullock, letter of appointment to serve on GWIB's Mining, Materials and Manufacturing Sector Council.

6. Douglas W. Furtado, Bureau of Land Management, to Interested Public, letter regarding completion and availability of the *Battle Mountain District Drought Management Environmental Assessment* (EA).

Correspondence #1
6/28/2012

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Washington, D.C. 20240
http://www.blm.gov

MAY 09 2012

In Reply Refer To:
1610 (210)

Dear Government Official:

The Bureau of Land Management (BLM) is committed to cooperation as well as coordination with governmental partners in the development of land use plans and the completion of environmental reviews for public lands uses. We have worked diligently to establish a culture of partnership in the management of public lands and resources for the greatest good for all Americans.

"Cooperating Agency" is a special status provided to governmental entities choosing to partner with us in the development of land use plans. This status allows us to invite state, local, and tribal governments, along with other Federal agencies, who have jurisdiction or special expertise to share their insights so that we can formulate plans that better reflect the needs and conditions of the communities we serve. The BLM and the Department of the Interior (DOI) are committed by regulation and policy to offer cooperating agency status to all eligible governmental partners during the land use planning and environmental review processes. "Coordination" is a key part of our day-to-day operation where we work with, communicate with, and partner with state, local and tribal government as we carry out our management responsibilities on public lands.

I am pleased to announce that the BLM has updated its "how to" guide on cooperative agency relationships in a newly published *Desk Guide to Cooperating Agency Relationships and Coordination with Intergovernmental Partners*. This guide helps to shape our collaborative efforts so we can recognize common goals and achieve balanced approaches to multiple use management across public lands.

Since the *Desk Guide* was first published in 2005, the BLM has completed more than 60 land use plans and has engaged more than 300 intergovernmental partners at the Federal, state, local and tribal levels. This new *Desk Guide* incorporates the sound advice and recommendations of our government partners and the lessons our managers and staff have learned from our experiences since 2005. It also explains the DOI's revised regulations and policies and clarifies how cooperating agency status differs from our efforts to coordinate with partners.

* Desk guide available in Executive Director's office.

RECEIVED
JUN 13 2012
COUNTY COMMISSION

I hope you find the updated *Desk Guide* helpful. Additional information is available through the BLM's cooperating agency web site: www.blm.gov/planning/cadg. Should you have questions, please contact the BLM Field Manager in your area. You may also contact Matthew Higdon, Planning and Environmental Analyst, at (202) 912-7282, or Cynthia Moses-Nedd, BLM Liaison to State and Local Government, at (202) 912-7446, in the BLM's Washington Office.

Sincerely,

Robert V. Abbey
Director, Bureau of Land Management

Enclosure

Correspondence #2
6/28/2012

United States Department of the Interior

TAKE PRIDE IN AMERICA

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

JUN 1 3 2012

In Reply Refer To:
2800 (NVE0200)
NVN-0090665

Dear Reader:

The Tuscarora Field Office has prepared a preliminary environmental assessment (EA) titled "North Elko Pipeline Project" to analyze the impacts of a proposal to construct and operate an underground natural gas pipeline on public and private lands located in Elko and Eureka Counties. The proposed project would involve burying a 12-inch diameter pipe along a 24.2 +/- route to deliver natural gas from the Ruby Pipeline to the Barrick Goldstrike Mine, as illustrated on the enclosed map. The proposed pipeline right-of-way would be 80 feet wide on public lands and 75 feet wide on private lands during construction, and 30 feet wide and 15 feet wide, respectively, after construction is complete. A "no action" alternative is also under consideration.

The preliminary EA is available for viewing online on the BLM Elko District's website: on.doi.gov/elkoBLM. On the homepage, scroll down to "Links of Interest" and click on the link for NEPA, Projects under National Environmental Policy Act (NEPA) Review. This will take you to the Elko NEPA Site. The link to the "North Elko Pipeline Project" will be found in the Environmental Analysis section. The preliminary EA will be posted for a 30-day public review period. BLM will select the action(s) to be implemented and issue a decision when the posting period ends on July 13, 2012.

If you have a comment on the preliminary EA, please mail it to my attention at the address provided above, or send it via e-mail to *scraddock@blm.gov*. Before including your address, phone number, e-mail address, or other personal identifying information in your comment, you should be aware that your entire comment (including your personal identifying information) may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

If you have questions concerning the information presented in the preliminary EA, or if you would like to request a hard copy or CD of the document, please contact Steve Craddock, Realty Specialist, via email at *scraddock@blm.gov* or by phone at (775) 753-0273.

Sincerely,

Gerald Dixon
Manager
Tuscarora Field Office

RECEIVED
JUN 1 5 2012
COUNTY COMMISSION

Enclosure: Project Location Map (1 page)

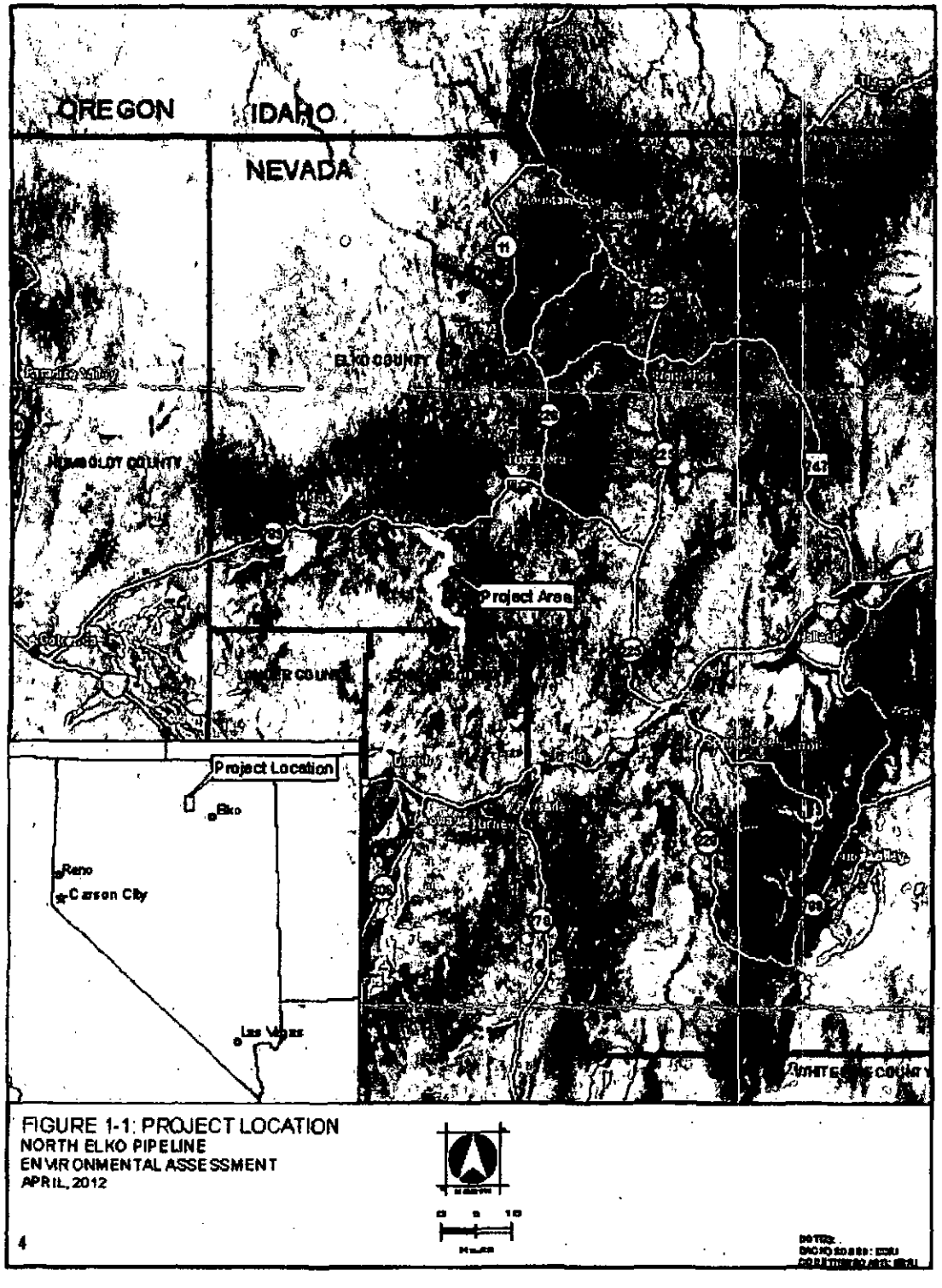


Figure 1-1. Project Location

Correspondence #3
6/28/2012

NOTICE OF PROPOSED ACTION
by the
State of Nevada
Division of Environmental Protection
Bureau of Air Pollution Control

PUBLIC NOTICE

Pursuant to Nevada Revised Statutes (NRS) Chapter 445B, the Nevada Administrative Code (NAC) Chapter 445B, and the Clean Air Act, the Division of Environmental Protection is issuing the following notice.

The Director received an application for a NEW Class II Air Quality Operating Permit AP1479-3062 from:

Baker Hughes Drilling Fluids
PO Box 277
Battle Mountain, Nevada 89820

The proposed project is located at THE SLAVEN CANYON MINE, APPROXIMATELY 15 MILES SOUTHEAST OF BATTLE MOUNTAIN, NEVADA ALONG THE WESTERN FLANK OF THE SHOSHONE RANGE, in northern Lander County, Nevada. The Director has prepared tentative determinations regarding the operating permit that, in brief, are the following:

- The new permit is for new construction and operation of a Barite Ore Mining Facility
- Emissions from the facility will not exceed 3.85 tons/year of PM_{10}, 16.88 tons/year of NOx, 1.06 tons/year of SO_2, 20.45 tons/year of VOC, 10.41 tons/year of CO, and 0.09 ton/year of HAPs.
- No adverse ambient air quality impacts are expected.

On the basis of the preliminary review of the application and supporting information review and the requirements of the NRS, the NAC and the Clean Air Act, the Director is hereby announcing his intent to issue a revised Class II air quality operating permit. Persons wishing to comment upon the proposed determinations by the Director regarding this proposed action should submit their comments in writing either in person or by mail or fax within thirty (**30**) days to:

Rod Moore
Division of Environmental Protection
Nevada Bureau of Air Pollution Control
901 South Stewart Street, Suite 4001
Carson City, Nevada 89701
(775) 687-9338
(775) 687-6396 FAX

The application, Director's review, and other relevant information may be copied at the above address or copies may be obtained by requesting in writing at the above address. Written comments or objections, will be received at the Division of Environmental Protection, above address, until close of business on **July 15, 2012**, and will be retained and considered prior to final action on the NEW Class II operating permit.

Please bring the foregoing notice to the attention of all persons whom you know may be interested in this matter.

RECEIVED
JUN 18 2012
COUNTY COMMISSION

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL PROTECTION
BUREAU OF AIR POLLUTION CONTROL

Director's Review and Preliminary Determination to Issue Permit for Baker Hughes Drilling Fluids June 12, 2012

Baker Hughes Drilling Fluids has submitted a Class II application to the Nevada Division of Environmental Protection, Bureau of Air Pollution Control (NDEP-BAPC) for a new Class II Air Quality Operating Permit. The new permit is for a Non-Metallic Minerals – Barite Ore Mining Facility.

The application materials related to the new Class II operating permit were received by NDEP-BAPC on May 31, 2012. The permit application was deemed administratively complete on June 05, 2012. Baker Hughes Drilling Fluids will be located at the Slaven Canyon Mine, APPROXIMATELY 15 MILES SOUTHEAST OF BATTLE MOUNTAIN, in Lander County, Nevada at approximately 521.54 km East by 4,480.28 km North, UTM Zone 11 (Section 13, Township 30 North, Range 46 East in Hydrographic Area 59). The Standard Industrial Classification (SIC) number for the facility is 1479 – chemical and fertilizer mineral mining operations.

The proposed facility proposes to mine barite ore from the Slaven Canyon Mine for refining into commercial-grade barite, which is used primarily in the drilling of oil and gas wells. Two portable crushers, a screen and three stacker conveyors will be installed at the mine-site for crushing, segregating and conveying the ore prior to transporting it to the Baker Hughes' existing Argenta Mill, located approximately 13.5 miles north of the planned mine-site.

As proposed, Baker Hughes Drilling Fluids will be a Class II source under the new permit. The potential-to-emit (PTE) of each regulated air pollutant is less than the 100 ton per year threshold for major source designation. The facility will be subject to 40 CFR Part 60, Subpart OOO.

Proposed Annual Emissions		
Pollutant(s)		**tons/yr**
PM_{10}	Particulate matter <10 microns in diameter	**3.85**
NO_x	Nitrogen Oxides	**16.88**
SO_2	Sulfur Dioxide	**1.06**
VOCs	Volatile Organic Compounds	**20.45**
CO	Carbon Monoxide	**10.41**
HAPs	Hazardous Air Pollutants	**0.09**

An ambient air impact analysis was completed to support the proposed determination to issue the New Class II Operating Permit to demonstrate compliance with the Nevada and National Ambient Air Quality Standards. The ambient air quality analyses demonstrated that the emissions from the proposed source will not cause or contribute to a violation of any applicable federal or state ambient air quality standards.

NDEP-BAPC has made a preliminary determination to issue this revised Class II Operating Permit. The proposed source must comply with all State and Federal air quality requirements and all conditions established within the revised Class II Operating Permit.

Correspondence #4
4/28/2012

BRIAN SANDOVAL
Governor

STATE OF NEVADA

LEO DROZDOFF
Director

JASON KING, P.E.
State Engineer

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES
901 South Stewart Street, Suite 2002
Carson City, Nevada 89701-5250
(775) 684-2800 • Fax (775) 684-2811
http://water.nv.gov

June 14, 2012

Kobeh Valley Ranch, LLC
1726 Cole Blvd., Suite 115
Lakewood, Colorado 80401

Re: Applications 72695 etc.

Ladies and Gentlemen:

Enclosed, please find the Monitoring, Management, and Mitigation Plan for the Mount Hope Molybdenum Mine approved by the State Engineer June 6, 2012.

Should you have any questions regarding this matter, please contact me at (775) 684 - 2873.

Sincerely,

Tim Wilson, P.E.

Tim Wilson, P.E.
Hearings Officer

RECEIVED
JUN 18 2012
COUNTY COMMISSION

TW/jm
Enclosures
cc: Baxter Glenn Tackett
Cedar Ranches, LLC
Conley Land and Livestock, LLC
Diamond Cattle Company, LLC
D. Lloyd Morrison
Eureka County
Gordon DePaoli
Karen A. Peterson, Esq., Allison, MacKenzie, Pavlakis, Wright & Fagan, Ltd.

Kenneth F. Benson
Lander County
Michael K. Branstetter, Esq., Hull & Branstetter Chtd.
Mike Fuller, E-mail
Michel and Margaret Ann Etcheverry Family, LP
Ross de Lipkau, Parsons, Behle & Latimer
Therese Ure, Esq., Schroeder Law Offices, P.C.
Tim Arnold, Eureka Moly, Inc.
William A. Nisbet, Chilton Engineering and Surveying, Ltd.
Elko Branch Office
Southern Nevada Branch Office

BRIAN SANDOVAL
Governor

STATE OF NEVADA

LEO DROZDOFF
Director

JASON KING, P.E.
State Engineer

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES
901 South Stewart Street, Suite 2002
Carson City, Nevada 89701-5250
(775) 684-2800 • Fax (775) 684-2811
http://water.nv.gov

June 6, 2012

Mr. Patrick Rogers
Director, Environmental and Permitting
Eureka Moly, LLC
2215 North 5th Street
Elko, NV 89801

RE: 3M Plan for Mount Hope Project

Dear Mr. Rogers,

We received your Monitoring, Management, and Mitigation Plan (Plan) for your Mount Hope molybdenum mine dated May 30, 2012. The Plan as submitted is approved with the understanding that components of the Plan are subject to modification based on need, prior monitoring results, or changes in the approved water rights. This Plan is authorized by NRS 534.110, and the State Engineer has final authority over the Plan. Eureka Moly LLC and any successors or assigns will be responsible for implementing and complying with the Plan.

Water level and flow data are to be reported semiannually within 30 days of the end of each reporting period. An annual report is required by March 31st of each year. The annual report shall summarize water production, the results of the monitoring, all management and mitigation actions taken, any proposed or needed changes to the Plan, and any changes to project pumping.

Water level and flow data are to be reported electronically in a prescribed format. Instructions for documentation and reporting, and spreadsheets for tabulating and submitting data can be downloaded from our website: http://water.nv.gov/forms/.

Sincerely,

Richard Felling

Richard Felling
Chief, Hydrology Section

RECEIVED
2012 JUN -4 PM 12:04
STATE ENGINEERS OFFICE

NEVADA DIVISION OF WATER RESOURCES MONITORING, MANAGEMENT, AND MITIGATION PLAN FOR THE MT. HOPE PROJECT

1. BACKGROUND

A. This Monitoring, Management, and Mitigation Plan (3M) applies to proposed groundwater extraction from Kobeh Valley and Diamond Valley for mining process water rights granted in Ruling 6127 of the office of the Nevada State Engineer (NSE) dated July 15, 2011. The groundwater extracted will be consumed in activities related to the Mt. Hope Project (Project), including mineral processing and mine dust control. The groundwater will be developed by Eureka Moly, LLC, (EMLLC) through Kobeh Valley Ranch, LLC (KVR), both of which are subsidiaries of General Moly, Inc. (GMI), with KVR being the water rights holder. The Lessee of the water rights and operator of the Project is EMLLC. The groundwater will be supplied primarily from a wellfield in Kobeh Valley and conveyed via pipelines to the mine and mill sites. In addition, groundwater will include water derived from open pit dewatering at rates that are predicted to reach a maximum of 742 af/yr. The distribution of this water from the pit is estimated at 20% from Kobeh Valley Hydrographic Basin and 80% from the Diamond Valley Hydrographic Basin.

2. PURPOSE OF THE 3M

A. The purpose of this 3M is to assist the NSE in managing development of groundwater resources within and near the Project area to avoid adverse impacts to existing water rights. The 3M is designed to include or develop, as needed or appropriate, express conditions that will protect the rights of domestic well owners, if any, and existing appropriations.

B. While it is the goal to avoid any adverse impacts due to the groundwater pumping, the 3M outlines a process by which adverse impacts will be identified and ultimately mitigated. It is intended to provide the necessary data to assess the response of the aquifer(s) to the stress of water resource exploitation, provide an early warning capability, and provide safeguards for responsible management of water.

3. AUTHORITIES AND PARTICIPANTS

A. The NSE has final authority over the 3M, and EMLLC, including all successors and assigns, will be responsible for implementing and complying with the 3M.

B. In addition to the purpose outlined above, this 3M is intended to provide participation and transparency to the locally affected stakeholders. Eureka County (EC) holds water rights for municipal use in Diamond Valley. Additionally, Eureka County has local natural resource, land-use, and water resource policies, plans, and goals

developed under Nevada State Law that obligate County officials, both elected and appointed, to actively participate in the planning and management of resources within Eureka County. Eureka County, and representatives from locally potentially affected farming, ranching, and domestic interests will be invited to participate in this 3M. In the event there are other water rights holders who may be adversely affected by Mt. Hope Project groundwater extraction, these entities could be invited to participate as described under MANAGEMENT and in accordance with this 3M. The entities that participate in this 3M as outlined in the MANAGEMENT section 5.B are hereinafter referred to as "Parties".

C. The USGS will be invited to participate expressly to provide impartial technical and scientific input, as described herein.

D. This 3M is separate from the requirements placed upon EMLLC by other agencies including the United States Bureau of Land Management (BLM) and Nevada Department of Wildlife (NDOW). The BLM has claimed Federal Public Water Reserves (PWR 107) within the area of concern. The BLM and EMLLC have entered into a stipulated settlement agreement as a condition of the BLM withdrawal of protests of EMLLC's water right applications and NDOW is included as a party to the settlement agreement.

4. PRINCIPAL COMPONENTS

The 3M consists of three principal components:

A. Management

B. Monitoring

C. Mitigation

The framework of these components is described in the following sections.

5. MANAGEMENT

A. Two committees are established. The Water Advisory Committee (WAC) is to establish and carryout policy under this 3M. The Technical Advisory Committee (TAC) is to provide the technical scientific expertise necessary for collection, evaluation and analysis of data. Separation of the roles and responsibilities of these two bodies is considered crucial to maintaining scientific impartiality of the data collection and analysis program.

B. **Water Advisory Committee:**

a. Within 30 days after NSE approval of this 3M, EMLLC, NSE, and Eureka County representatives will convene as the three (3) founding members of the WAC. Upon the three founding members convening, the Diamond Natural Resources Protection and Conservation Association (DNRPCA) and the Eureka Producers Cooperative (EPC) (DNRPCA and EPC represent the bulk of water rights holders in the Diamond Valley Flow System) will each be invited to bring forward one representative nominated from their respective membership for inclusion as members of the WAC. Letters of interest will also be accepted from potentially affected ranching interests (i.e., Kobeh Valley rancher) for inclusion as a member of the WAC. Eureka County, NSE, EMLLC, DNRPCA, and EPC will make the determination on the affected ranching interest to be included on the WAC based on letters of interest received. If any of the potentially affected ranching and farming interests ceases to exist, the remaining WAC members will develop a process so that replacement members will be selected to join the WAC. The WAC may also invite other potentially affected water rights holders to participate as members. The WAC will have no more than seven (7) members. The member of the WAC representing the NSE will be invited to participate as the chair of the WAC. If the NSE member representative declines this invitation, the WAC will elect the chairman. Each WAC member, at its sole discretion, may invite such additional staff or consultants to attend WAC meetings as it deems necessary.

b. After the full WAC has been convened, the WAC will establish policy and define additional roles and responsibilities of the WAC and TAC, such as scheduling of meetings, agenda setting, publication of minutes, receiving input from the public, and any other necessary components.

c. The WAC will meet no less than one time in each quarter starting at the execution of this 3M with the primary focus to ensure water monitoring is actively in place. Future meeting frequency may then be adjusted as decided by the WAC, but will be no less than once annually.

d. The WAC will have an annual meeting, open to the public, to review project operations and to review monitoring, management and mitigation actions of the previous year.

e. Purposes and Functions of the WAC will be to:

   i. Provide a forum for the WAC to discuss relevant data and analyses.
   ii. Share information regarding modeling efforts and model results.
   iii. Make modifications to the Monitoring component of this 3M, including, but not limited to additional data collection and scientific investigations, based on recommendations from the TAC.
   iv. Provide status reports and recommendations to the Parties.
   v. Establish values for monitored variables (water levels, spring discharges, vegetation responses, etc.) known as "action criteria" which, if exceeded,

may be of concern to the Parties and could require mitigation or management actions.

vi. Determine what constitutes an adverse impact on a case-by-case basis.

vii. Form and ensure implementation of groundwater management or mitigation measures approved by the WAC based on recommendations of the TAC.

viii. Review financial assurance periodically and make adjustments to amount as appropriate and recommend release of funds for mitigation and/or management measures.

ix. Provide the NSE, Parties, and the local stakeholders with data and results of any analyses or technical evaluations, along with reports of specific implemented mitigation or management actions.

x. Develop and implement a procedure to remove and replace WAC and TAC members as it deems necessary, excluding, however, removal of the founding members consisting of the NSE, EC, and EMLCC.

C. **Technical Advisory Committee:**

a. The WAC will appoint a Technical Advisory Committee (TAC) as a subcommittee to the WAC. Each Party represented on the WAC is entitled to appoint a representative and is responsible for funding the participation of their respective TAC member. In addition, the USGS will be invited to participate as a member of the TAC. Funding for the USGS's participation in the 3M will be borne by EMLLC either through new or through existing joint funding agreements with USGS sponsored by Eureka County to study the Diamond Valley Flow System or by a "pass-through" agreement with the NSE. TAC members must exhibit a professional level of technical or scientific expertise and a background or experience in land management, natural resources, water resources, or other related field. Each Party, at its sole discretion may invite additional staff or consultants to attend TAC meetings.

b. The TAC will meet within 30 days after WAC appointment to review the proposed monitoring provided as Attachment A to this 3M. Upon completing this review, the TAC will make recommendations to the WAC for any changes to the monitoring components of this 3M. Thereafter, the TAC will meet at intervals deemed appropriate by the TAC to review and analyze data, but not less than twice annually or as instructed by the WAC.

c. At a minimum, purposes and functions of the TAC will be to:

i. Review the proposed monitoring and recommend to the WAC implementation, including any changes to the specific monitoring elements, as appropriate.

ii. Review historic groundwater level trends, spring and stream flows to determine historic hydrologic trends. Where possible, identify wet and dry

regimes, climate effects on groundwater recharge rates and base flows in surface waters.

iii. Review, develop, and refine standards and quality control procedures for data collection, management, and analysis.

iv. Inform the entity or entities that collect data of standard accepted protocols of data collection, recording and analysis (e.g., USGS) that will be used.

v. Evaluate monitoring data, reports, analyses, etc. to determine whether data gaps exist and make appropriate recommendations to the WAC.

vi. Develop and recommend action criteria to the WAC for management or mitigation measures based upon available data and analyses.

vii. Evaluate all monitoring data to determine if any action criterion has been or is predicted to be exceeded, indicating a possible adverse impact and report findings to the WAC.

viii. Recommend mitigation and management measures and related scope of work details to the WAC. This includes individual resources or a comprehensive list of all resources to support WAC evaluation of the adequacy of mitigation funding.

ix. Evaluate the effectiveness of mitigation, if implemented, and report findings to the WAC.

x. Make recommendations to the WAC regarding the numerical groundwater flow model, including appropriate times for any model updates and modes of model output.

D. **Numerical Groundwater Flow Model:**

a. EMLLC has developed the Numerical Groundwater Flow Model (FM) to simulate the groundwater flow system and the FM will be updated to incorporate the data collected under this 3M. EMLLC will update the FM after recovering data from the first year of wellfield pumping for mineral processing as recommended under the provisions of this 3M. Thereafter, EMLLC will update the FM on a schedule as determined under the provisions of the 3M.

b. The FM will be used as a management tool to evaluate predictions of drawdown and impacts and to help define action criteria.

E. **Prevention of Interbasin Transfer from Diamond Valley Basin:**

a. If excess water is produced within the Diamond Valley Hydrographic Basin which is not consumed in that basin, this water will be returned to the Diamond Valley Hydrographic Basin. As described in Section 6.E., water derived from pit dewatering and consumed will be documented and reported by EMLLC to verify that the volume of water extracted from Diamond Valley is equal to or less than the volume of water consumed in Diamond Valley (i.e. no transfer of water out of Diamond Valley).

F. **Action Criteria:**

a. Specific quantitative action criteria will be developed by the WAC with recommendations from the TAC. These criteria will be developed to provide early warning of potential adverse impacts to water rights, determined to be caused by Project groundwater pumping.

b. When any action criterion that has been adopted as part of this 3M is reached, the following management actions will be triggered:

i. The TAC will meet as soon as possible to assess whether the action criterion exceedance is caused by Project groundwater pumping and present their findings to the WAC.

ii. If the WAC determines that any action criterion exceedance is caused by Project groundwater pumping, the TAC will expeditiously develop mitigation or management measures for the WAC to consider. The TAC will analyze the feasibility of the specific measures to assess alternatives, evaluate the potential effectiveness of the measures, and evaluate potential impacts created by implementation of the measures.

iii. The WAC will determine whether or not to recommend implementation of the mitigation or management measures and to also recommend if the funds described in MITIGATION will be used to implement such measure.

iv. The effectiveness of any implemented measure will be evaluated by the TAC to ensure the measure met or exceeded the intended result. Results and recommendations for any additional measures will be reported to the WAC.

v. Any member of the WAC may propose an additional action criterion or a change to existing action criteria. Any such change must be presented in writing to the WAC and accompanied by analyses to support the proposed change.

G. **Decision-Making Process:**

a. For technical issues, including, but not limited to monitoring modifications, setting action criteria, and appropriate mitigation, decisions under this 3M will be made after considering the evaluation and recommendations of the TAC.

b. All Parties shall be afforded the opportunity to attend meetings where decisions will be made. Any decisions made by the WAC under this 3M shall be by unanimous vote of Parties in attendance, provided however, both EMLLC and EC must be present for a vote to occur. If unanimity is not achieved, the Parties may jointly agree to conduct additional data collection and/or data review and analyses directed at resolving the different interpretations or opinions. If that is not successful, the Parties may refer the issue, accompanied by their respective opinions, to the NSE for final determination.

c. Decisions made by the WAC regarding recommended modifications to the 3M, implementation of mitigation, or other management actions that would be required of EMLLC will be subject to the jurisdiction and authority of the NSE.

d. Nothing herein limits or changes the NSE authority, and any Party can petition the NSE to consider any issue.

H. **Modification of the 3M**

a. The Parties may individually or jointly petition the NSE to modify this 3M in the event that mutual agreement cannot be reached. Any such petition shall be concurrently provided to the other Parties. Prior to the NSE decision, all Parties will be provided the opportunity to submit a written response to the NSE no later than 60 calendar days following the date of receipt of the petition by NSE.

b. Any modification to the 3M must be approved by the NSE.

c. Nothing herein seeks to limit, alter, modify or change the exclusive authority of the NSE to approve or modify the 3M.

6. MONITORING

A. Hydrological related studies for the Project contain data concerning water and related resources in Kobeh Valley, Diamond Valley, Pine Valley, and surrounding areas. These data include locations of existing and proposed supply and monitoring wells, groundwater extraction rates, groundwater level measurements, flow from springs and streams, water quality, precipitation data, and wetland/riparian conditions. Additional data relevant to the Project available from other local, state, and federal agencies or other reliable sources will be compiled into a database by EMLLC and expanded as new data are collected under the provisions of this 3M.

B. The proposed monitoring is provided in Attachment A to this 3M. As described in MANAGEMENT of this 3M, the TAC will review this proposed monitoring and provide recommendations to the WAC regarding changes and/or implementation. In addition to this initial review, the TAC will review the proposed monitoring and make recommendations to the WAC for changes throughout the Project life based on monitoring data and analysis. Such recommended changes may include, but not be limited to, addition or deletion of monitoring sites, addition or deletion of monitoring parameters, changes to monitoring methods, and increases or decreases in monitoring frequencies. Upon acceptance by the NSE of this 3M, EMLLC will implement the monitoring requirements as set forth in Attachment A.

C. The term "as is feasible" as used in this 3M relates to mechanical failures or other events/reasons outside the control of the Parties, as agreed upon by the Parties, that interfere with data collection.

D. **Groundwater**

a. Groundwater pumping will be measured by flow meters installed on each production well, dewatering well and pit dewatering sump.

b. Water levels in all wells included as part of the Project monitoring network will be measured by recording pressure transducers (data loggers). The measurement frequency will depend on distance to the wellfield and be based on TAC recommendations.

c. The Project monitoring network will include "sentinel" wells (i.e., wells strategically located to provide early indication of drawdown propagation towards sensitive or important resources). At a minimum these will be located near the boundary between Kobeh, Diamond, Pine and Antelope Valleys; between the pumping wells and the headwaters of Henderson and Roberts Creeks and Tyrone Gap; between the wellfield and Gravel Pit Spring, Bartine artesian wells, the Antelope Valley Hot Springs (Klobe Hot Springs), and the stock wells at Hay Ranch. Nested wells that monitor individual aquifers at a single location where more than one hydrostratigraphic unit is present or strong vertical gradients may exist will be completed, as is feasible.

d. Test wells constructed at each Project production well site will be maintained as monitoring wells, as is feasible, and equipped with recording pressure transducers.

e. Several USGS monitoring wells are located near the proposed well field and within the projected drawdown area. If the USGS is not funded to monitor these specific wells, EMLLC will request USGS permission to collect data from these wells. If the WAC determines that monitoring should continue at these locations, EMLLC may be required to drill replacement wells or develop a suitable alternative.

E. **Pit Dewatering**

Groundwater will be extracted from the Diamond Valley Hydrographic Basin either by wells or pit dewatering sumps. To determine the amount of water from pit dewatering within the Diamond Valley Hydrographic Basin, the total groundwater removed by pit dewatering sumps will be measured by totalizing flow meters and then multiplied by a factor reflecting the portion of the pit area that is located in Diamond Valley Hydrographic Basin. The discharge from dewatering wells will be measured with totalizing flow meters and allocated to the basin in which the well is located. Water truck loads utilized in the pit complex will be counted and recorded to document water used in

Diamond Valley for mine environmental dust suppression. The amount of water used in Diamond Valley for other uses will be metered or estimated and recorded in the database.

F. **Surface Water**

a. At a minimum, the monitoring of stream flow will be conducted as follows:

i. Monitoring will include continuous measurements of stream stage at selected control sections for each stream, as is feasible.
ii. The geometry of the control sections will be measured at the start of monitoring and re-measured at least annually.
iii. Stage measurements will be collected with recording pressure transducers on a frequency of not less than one hour.
iv. The flow in the streams at the control sections will be gaged monthly, as is feasible, for the first year of record to establish stage-discharge relationship for each gaging station and following any changes in the control section geometry.
v. All control sections in streams will be assessed routinely for any changes in the control section geometry and the stage discharge relationship be re-established accordingly.
vi. Following the first year of gaging, stream-flow measurements will be collected at least quarterly.
vii. Flow data will be recorded at least quarterly and hydrographs updated at least annually.

G. **Water Quality**

Water quality samples will be collected from selected production and monitoring wells, surface waters and pit water and analyzed by a laboratory certified by the State of Nevada using standard accepted protocols and a standard water test. Macroinvertebrate monitoring will take place in select streams as an indicator of general stream and/or fishery health.

H. **Biological Resources**

To assess if there is any loss of vegetative communities in phreatophytic and riparian areas, monitoring of vegetation, including phreatophyte vegetation and riparian zones will be conducted. Specific locations are to be determined by the WAC and itemized in Attachment A, and will include sites in Kobeh Valley, Diamond Valley, Pine Valley and Antelope Valley that may be affected by groundwater extraction. Data will be collected using a variety of techniques and will include on-site measurement of vegetation cover, frequency, and type. Shallow wells will be co-located with vegetation monitoring transects. Remote sensing will be employed to help define and monitor the extent of vegetation communities at a larger spatial scale.

I. **Meteorology**

Weather/Climate stations will be installed and maintained to continuously monitor wind speed and direction, precipitation, temperature, barometric pressure, humidity, and solar radiation. Existing precipitation stations will be used where possible. The purpose of collecting weather/climate data is to provide the WAC with a basis for evaluating whether changes in groundwater levels or stream and spring flow are due to changes in weather or climate.

J. **Elevation Control/Subsidence**

Monitoring locations for subsidence, groundwater measuring point elevations and ground surface elevations will be established using survey-grade GPS instrumentation. A standard GPS data collection protocol (i.e., common geographic datum) will be used to allow a comparative base for all elevation associated data. Subsidence monitoring will be augmented using remote sensing technologies (e.g. InSAR). Frequency and methodology of remote sensing to monitor subsidence will be reviewed and determined by the WAC in consideration of TAC recommendations.

K. **Data Management**

a. All monitoring data will be entered into the 3M database on a regular, timely, and continual basis as it is collected and verified using WAC-approved quality assurance and quality control (QA/QC). Data collected under or as described in this 3M will be fully and cooperatively shared among the Parties. Verified data within the 3M database will become available to the public, upon request.

b. In addition to updating the 3M database on a regular and continual basis, EMLLC will provide an annual report that summarizes all information and analysis. This report, due in the NSE's office by March 31, will be prepared based on recommendations and in cooperation with the TAC. These reports will summarize water production, the results of monitoring, and all management and mitigation actions taken during the year. Copies of the annual report will be provided to each of the Parties.

c. All water level, spring discharge, and stream flow data shall be submitted semi-annually to the NSE in an electronic format specified by the NSE. Data shall be submitted within 30 days of the end of the reporting period.

7. MITIGATION

A. EMLLC will mitigate adverse impacts, if any, as agreed upon under the provisions of this 3M. The WAC will take necessary steps, including recommending whether funding described below may be used as outlined in this 3M, to ensure that mitigation actions are feasible, reasonable, timely, and effective.

B. Effectiveness of implemented mitigation measures will be evaluated under the provisions of this 3M. Additional measures will be implemented if a previous mitigation measure does not meet its intended purpose(s).

C. To ensure funding exists for any required future monitoring and mitigation after the cessation of active mining, EMLLC will provide financial assurances under the provisions of this 3M.

D. EMLLC's financial assurances (FA) funding will be placed into an interest bearing trust account to be established as a part of this 3M. The initial funding will occur in a manner as follows:

a. Initial funding of $250,000 will occur within 60 days of GMI's Board of Directors formal approval authorizing the start of construction of the Project.

b. Additional funding of $750,000 will occur no later than the end of month six of wellfield pumping for mineral processing (plant startup).

c. Funding will be examined and adjusted, as recommended by the WAC, every three years, to ensure that sufficient funding is in place to mitigate all potential adverse impacts, including funding for operating and maintenance and long-term replacement costs.

E. After cessation of mining and groundwater pumping by EMLLC, if the NSE determines that there is no longer a reasonable potential for future impacts attributable to the Project, any excess funds, including interest, remaining in the account will be returned to EMLLC.

F. This 3M outlines measures and procedures to identify and mitigate adverse impacts that may result from project pumping, all of which are uncertain. Due to the uncertainty, this 3M is intended to set forth procedures and methods for identifying adverse impacts and require mitigation of those identified impacts.

G. To ensure wildlife have continued access to customary use, adversely impacted surface water sources will be mitigated through such measures including, but not limited to, installation and maintenance of replacement water sources of equal or greater volume (e.g. guzzlers) in the same area as the impacted water source.

H. EMLLC will mitigate permitted water rights and determined and undetermined claims of vested or reserved rights should adverse impacts occur.

I. Mitigation measures, if necessary, will be developed and implemented on a case-by-case basis under provisions of this 3M.

J. Potential mitigation measures include the following:

a. Supply (Project) water will be provided from wells located in Kobeh Valley that are completed in the carbonate and alluvial aquifers. Pumping of these different aquifers will have different impacts to the groundwater and surface water flow systems. Adjustment of carbonate/alluvium groundwater pumping ratio could be employed to either minimize or mitigate effects.

b. Impacts can be greatly influenced by the specific location of groundwater pumping. Mitigation measures include reduction or cessation of groundwater extraction from one or more wells and/or geographic redistribution of groundwater extraction.

c. Replacement wells can be constructed to mitigate impacted surface water or groundwater rights, or to supply water for wildlife.

d. Revegetation of affected areas to achieve appropriate vegetative communities.

e. Financial compensation or, if agreed upon, property (i.e., land and water rights) of equal value could be purchased for replacement.

f. If adverse impacts to the Diamond Valley Flow System, or other adjacent basins are determined to be caused by Project groundwater pumping, active and current water rights (water currently pumped) within the affected basin could be purchased and retired.

g. Implement technology to reduce water consumption of the Project. Pumping rates may be decreased if alternative technology emerges that could reduce water requirements or increase water recycling rates. Water conservation techniques will be proactively employed in order to reduce other mitigation measures (i.e. before any impact is measured).

h. If surface fissures develop due to land subsidence, they shall be mitigated by filling with a suitable material to prevent injury to wildlife, livestock or people.

i. Other measures as agreed to by the Parties and/or required by the NSE.

Mount Hope Mine Project
Attachment A to 3M - Monitoring Plan

This Monitoring Plan has been developed by Eureka Moly, LLC (EMLLC) to provide the monitoring component of the 3M (Monitoring, Management and Mitigation) Plan prepared and submitted to the Nevada State Engineer (NSE). Preparation of the 3M and acceptance by NSE is required by Ruling #6127 dated July 15, 2011.

EMLLC will implement documented quality assurance and quality control procedures. Monitoring data will be recorded using a standardized protocol and format for each monitoring event. It is anticipated that protocols will be based on those described by Rantz and others (1982) for surface water flow monitoring, Lapham and others (1995) for groundwater level monitoring, and Wilde (2005) for water sampling. Laboratory analyses will be conducted by Nevada-certified laboratories using standard laboratory quality control procedures.

Tables 1 and 2, provided at the end of this document, lists the proposed monitoring site locations, type of monitoring, monitoring frequency and a brief rationale for selecting each location. Wells identified in Table 1 include both existing wells and wells that EMLLC proposes to construct upon project approval. Mine Well Sets designate production wells, each with a paired monitoring well nearby. Some wells are located within pit limits that would be mined out as the project advances, and these locations would be dropped from the monitoring plan at that time. Site locations are shown on Figures 1 and 2. The monitoring sites in Tables 1 and 2 are organized by locations corresponding to those shown on the Figures 1 and 2.

REFERENCES

Lapham, W.W., Wilde, F.D., and Koterba, M.T., 1995, *Ground-water data collection protocols and procedures for the National Water-Quality Assessment Program: Selection, installation, and documentation of wells, and collection of related data:* U.S. Geological Survey Open-File Report 95-398, 70 p.

Rantz, S.E., et al., 1982, *Measurement and computation of streamflow,* U.S. Geological Survey Water Supply Paper 2175, Volumes 1 and 2, 631 p.

Wilde, F.D., 2005, *National field manual for the collection of water-quality data:* Book 9, Handbooks for Water-Resources Investigations, U.S. Department of the Interior and the U.S. Geological Survey.

Table 1 – Hydrologic Monitoring

Area	Site Name(s)	Parameters	Frequency	Formation	Rationale
Diamond Valley Groundwater	GMI-PDT-1	Depth to Water	Continuous	Vinini Hornfels	Pit area groundwater drawdown monitoring
	GMI-PDT-2	Depth to Water	Continuous	Vinini and Hornfels	Pit area groundwater drawdown monitoring
	GMI-PDT-3B	Depth to Water	Continuous	Vinini Hornfels	Pit area groundwater drawdown monitoring
	IGMI-152	Depth to Water	Continuous	Vinini Fm	Pit area groundwater drawdown monitoring
	IGMI-155	Depth to Water	Continuous	Qtz Porphyry	Pit area groundwater drawdown monitoring
	IGMI-156	Depth to Water	Continuous	Vinini Fm	Pit area groundwater drawdown monitoring
	IGMI-157	Depth to Water	Continuous	Vinini Fm	Pit area groundwater drawdown monitoring
	IGM-169	Depth to Water	Continuous	Vinini Hornfels	Pit area groundwater drawdown monitoring
	IGMI-226P	Depth to Water	Continuous	Vinini Fm	Pit area groundwater drawdown monitoring
	IGMI-228P	Depth to Water	Continuous	Vinini Fm	Pit area groundwater drawdown monitoring
	IGMI-230P	Depth to Water	Continuous	Tuff	Pit area groundwater drawdown monitoring
	IGMI-232P	Depth to Water	Continuous	Vinini Fm	Pit area groundwater drawdown monitoring
	IGMI-233P	Depth to Water	Continuous	Tuff	Pit area groundwater drawdown monitoring
	IGMI-MH-248	Depth to Water	Continuous	Bedrock	Pit area groundwater drawdown monitoring
	NDWR-15462	Depth to Water	Continuous	Alluvium	Pit area groundwater drawdown monitoring

Area	Site Name(s)	Parameters	Frequency	Formation	Rationale
Diamond Valley Groundwater	MH-300	Depth to Water	Continuous	Alluvium	Monitoring groundwater gradient changes in Tyrone Gap with MH – 301
	MH-301	Depth to Water	Continuous	Alluvium	Monitoring groundwater gradient changes in Tyrone Gap with MH – 300
	MH-302	Depth to Water	Continuous	Alluvium	Monitor influence of potential increased transmissivity zone through Whistler Range.
	MH-303	Depth to Water	Continuous	Alluvium	Monitor groundwater elevation trend on west side of Diamond Valley; Sentinel well.
	MH-304	Depth to Water	Continuous	Alluvium	Monitor groundwater elevation trend on west side of Diamond Valley; Sentinel well.
	MH-305	Depth to Water	Continuous	Alluvium	Monitor drawdown east of pit.
	IGMI-158	Depth to Water	Continuous	Alluvium	Monitor groundwater elevation trend on west side of Diamond Valley; Sentinel well.
	IGMI - 236P	Depth to Water	Continuous	Vinini Fm	Monitor groundwater elevation change in Whistler Range; Sentinel well.
	Romano Well	Depth to Water	Continuous	Vinini Fm	Monitor groundwater elevation trend on west side of Diamond Valley; Sentinel well.
	MH – 306 (153 N21 E52 10AAAC1)	Depth to Water	Continuous		Monitor groundwater elevation trend on west side of Diamond Valley.
	MH – 307 (153 N20 E52 26AABC1)	Depth to Water	Continuous		Monitor groundwater elevation changes in Devil's Gate.
	MH – 308 (153 N20 E52 26AABC2)	Depth to Water	Continuous		Monitor groundwater elevation changes in Devil's Gate.
Diamond Valley Springs	KV-059 (Stinking)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	KV-060 (Hash)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	KV-061 (Railroad)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts

Area	Site Name(s)	Parameters	Frequency	Formation	Rationale
Diamond Valley Springs	KV-062 (Trap Corral)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	DV -065 (Shipley)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	SP-1 (McBride)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	SP-2 (Garden pass)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	SP-3 (unnamed)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	SP-4 (Mt Hope)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	SP-7 (unnamed)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
Kobeh Valley Groundwater	All production wells	Flow and Depth to Water	Continuous	Alluvium and carbonate	Measure well field production, individual well response to pumping stress, and drawdown progression in wellfield
	GMI-RWX-228T (Mine Well Set)	Depth to Water	Continuous	Alluvium	Measure drawdown progression in wellfield
	GMI-RWX-229 (Mine Well Set)	Depth to Water	Continuous	Alluvium	Measure drawdown progression in wellfield
	IGMI-MH-RWX-206 (Mine Well Set)	Depth to Water	Continuous	Alluvium	Measure drawdown progression in wellfield
	RWX -205	Depth to Water	Continuous	Alluvium	Measure drawdown progression in wellfield
	MH-400	Depth to Water	Continuous	Alluvium	Monitor groundwater elevation change in alluvium on west side of Whistlers paired w/ MH-401 to assess connection between alluvium and bedrock aquifers; assess effect of inferred structure located to the east
	MH-401	Depth to Water	Continuous	Bedrock	Monitor groundwater elevation change in bedrock on west side of Whistlers

Area	Site Name(s)	Parameters	Frequency	Formation	Rationale
					paired w/ MH-400 to assess connection between alluvium and bedrock aquifers; assess effect of inferred structure located to the west.
	MH-402	Depth to Water	Continuous	Alluvium	Monitor drawdown at east edge of Kobeh Valley
	MH-403	Depth to Water	Continuous	Alluvium	Monitor potential drawdown in upper Roberts Creek; Sentinel
	MH-404	Depth to Water	Continuous	Bedrock	Monitor potential drawdown in western part of Robert's Creek watershed; Sentinel
	MH-405 (Mine Well Set)	Depth to Water	Continuous	Alluvium	Measure drawdown progression in wellfield
Kobeh Valley Groundwater	MH-406 (Mine Well Set)	Depth to Water	Continuous	Alluvium	Measure drawdown progression in wellfield
	MH-407 (Mine Well Set)	Depth to Water	Continuous	Alluvium	Measure drawdown progression in wellfield
	MH-408 (Mine Well Set)	Depth to Water	Continuous	Alluvium	Measure drawdown progression in wellfield
	MH-409 (Mine Well Set)	Depth to Water	Continuous	Alluvium	Measure drawdown progression in wellfield
	MH-410 (Mine Well Set)	Depth to Water	Continuous	Alluvium	Measure drawdown progression in wellfield
	MH-411 (Mine Well Set)	Depth to Water	Continuous	Alluvium	Measure drawdown progression in wellfield
	MH-412	Depth to Water	Continuous	Alluvium	Monitor groundwater elevation change in transition zone between wellfield and pit area
	MH-413	Depth to Water	Continuous	Alluvium	Monitor groundwater elevation change in transition zone between wellfield and pit area

Area	Site Name(s)	Parameters	Frequency	Formation	Rationale
Kobeh Valley Groundwater	MH - 414 (139 N21 E49 25BBDA)	Depth to Water	Continuous	Alluvium	Monitoring of west side of KV wellfield drawdown
	MH - 415 (139 N21 E50 17BACC)	Depth to Water	Continuous	Alluvium	Monitoring of west side of KV wellfield drawdown
	MH - 416 (139 N20 E51 05CBCC)	Depth to Water	Continuous	Alluvium	Monitoring of south side of KV wellfield drawdown
	MH - 417 (139 N21 E51 36DCDB1)	Depth to Water	Continuous	Alluvium	Monitoring of southeast side of KV wellfield drawdown
	MH -418 (139 N21 E51 24DDDB1)	Depth to Water	Continuous	Alluvium	Monitoring of southeast side of KV wellfield drawdown
	MH – 419 (139 N20 E49 23ACCB1)	Depth to Water	Continuous	Alluvium	Monitoring of drawdown between wellfield and Bean Flat phreatophytes
	MH – 420 (139 N20 E49 24ACAB)	Depth to Water	Continuous	Alluvium	Monitoring of drawdown between wellfield and Bean Flat phreatophytes
	MH – 421 (139 N21 E49 16CCBB1)	Depth to Water	Continuous	Alluvium	Monitoring of west side of KV wellfield drawdown
	RWX - 209 shallow and deep	Depth to Water	Continuous	Alluvium /Vinini	Monitoring of northwest side of KV wellfield drawdown
	MRCMW	Depth to Water	Continuous	Alluvium	Monitoring of potential drawdown in Roberts Creek watershed
	LRCMW	Depth to Water	Continuous	Alluvium	Monitoring of potential drawdown in Roberts Creek watershed
	IGMI-154	Depth to Water	Continuous	Alluvium	Pit area groundwater monitoring
	IGMI-234P	DTW and Chemistry	Continuous	Alluvium	Monitor groundwater elevation change in Whistler Range; Sentinel well
	IGMI-235P	DTW and Chemistry	Continuous	Vinini Fm	Monitor groundwater elevation change in Whistler Range; Sentinel well
	IGMI-237P	DTW and Chemistry	Continuous	Vinini Fm	Monitor groundwater elevation change in Whistler Range; Sentinel well
	TM1-B	DTW and Chemistry	Continuous	Alluvium	Monitoring of east side of KV wellfield drawdown

Area	Site Name(s)	Parameters	Frequency	Formation	Rationale
Kobeh Valley Groundwater	Atlas 1	DTW/ pressure	Continuous	Alluvium	Monitoring northwest of predicted 10 foot drawdown contour
	Bartine Ranch Well 1, 2, 3 (flowing)	DTW/pressure	Continuous	Alluvium	Assess impact of pumping on artesian flows outside predicted 10 foot drawdown contour
	Big Windmill	DTW/pressure	Continuous	Alluvium	Monitor groundwater elevation change in transition zone between wellfield and pit area
	Colby well	DTW/pressure	Continuous	Alluvium	Assess impact of pumping on artesian flows outside predicted 10 foot drawdown contour
	KV 064	DTW/pressure	Continuous	Alluvium	Assess impact of pumping on artesian flows outside predicted 10 foot drawdown contour
	Depco INC	DTW/pressure	Continuous	Alluvium	Monitoring of drawdown between wellfield and Bean Flat phreatophytes
	Etcheverry Windmill	DTW/pressure	Continuous	Alluvium	Monitoring of west side of KV wellfield drawdown
	IGMI-MH-RWX-203 T	DTW/pressure	Continuous	Alluvium	Monitor groundwater elevation change in transition zone between wellfield and pit area
	GMI-RWX-219	DTW/pressure	Continuous	Alluvium	Monitor groundwater elevation change in transition zone between wellfield and pit area
	NDWR9211R (Risi Well)	DTW/pressure	Continuous	Alluvium	Assess impact of pumping on artesian flows outside predicted 10 foot drawdown contour
	RWX- 204	DTW/pressure	Continuous	Alluvium	Monitor groundwater elevation change in transition zone between wellfield and pit area
	KFE	DTW/pressure	Continuous	Alluvium	Monitor groundwater elevation change in transition zone between wellfield and pit area
	KFW	DTW/pressure	Continuous	Alluvium	Monitoring northwest of predicted 10

Area	Site Name(s)	Parameters	Frequency	Formation	Rationale
					foot drawdown contour
Kobeh Valley Groundwater	Treasure Well	DTW/pressure	Continuous	Alluvium	Assess impact of pumping on artesian flows outside predicted 10 foot drawdown contour
	GMI-RWX-223	DTW/pressure	Continuous	Alluvium	Measure drawdown progression in wellfield
Kobeh Valley Streams	LRC (Lower Roberts Creek)	Flow Rate; Water Quality	Continuous		Potential indirect impacts to perennial streams
	URC (Upper Roberts Creek)	Flow Rate; Water Quality	Continuous		Potential indirect impacts to perennial streams
	MH 700 (Cottonwood Canyon)	Flow	Continuous		Potential indirect impacts to perennial streams
	MH 701 (Cottonwood Canyon)	Flow	Continuous		Potential indirect impacts to perennial streams
	MH 704 (West Cottonwood Canyon)	Flow	Continuous		Potential indirect impacts to perennial streams
Kobeh Valley Springs	KV-002 (Potato Canyon)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	KV-026 (Rutabaga)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts near wellfield
	KV-034 (Mud)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts near wellfield
	KV-035 (Lone Mtn)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts south of wellfield
	KV-044 (Hot)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	KV-015 (Unnamed)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	KV-016 (Unnamed)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	KV-020 (Unnamed)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	OT-6 (Unnamed)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts

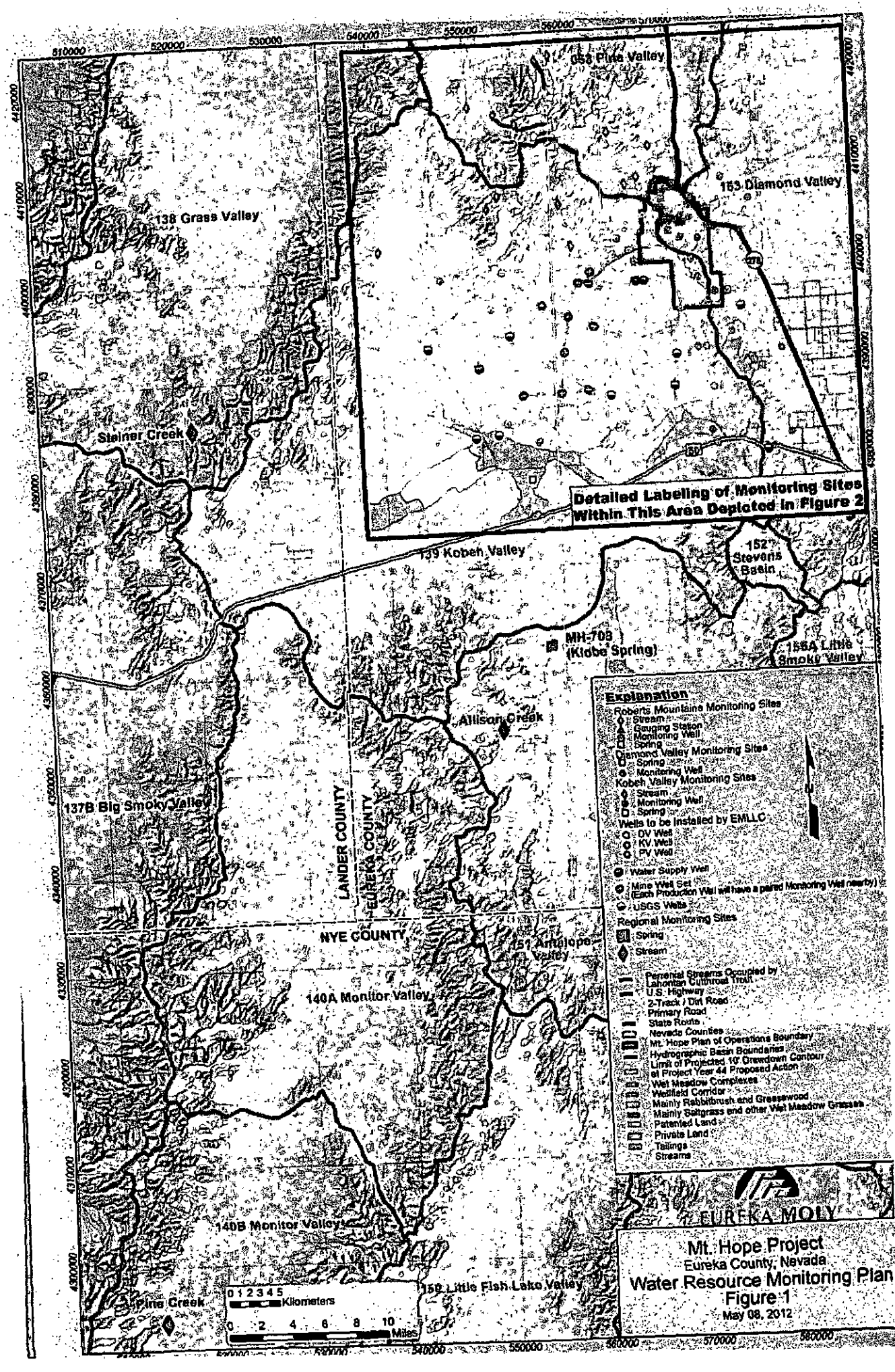
Area	Site Name(s)	Parameters	Frequency	Formation	Rationale
Kobeh Valley Springs	OT-7 (Nichols Spring)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	MH - 702 (Jack Spring)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts, west side of Roberts Mtn.
Antelope Valley Spring	MH – 703 (Klobe Spring)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts in Antelope Valley
Antelope Valley Stream	Allison Creek	Flow, Photograph	Continuous		Potential indirect impacts to perennial streams
Grass Valley Stream	Steiner Creek	Flow, Photograph	Continuous		Potential indirect impacts to perennial streams
Pine Valley Springs	PV-059 (Dry Creek headwater spring)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	PV-060	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	PV-061	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	PV-062	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	PV-063	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	PV-064	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	PV-065	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	OT-2	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	OT-3	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	OT-5	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	OT-10A	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts

Area	Site Name(s)	Parameters	Frequency	Formation	Rationale
Pine Valley Springs	OT-11	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
Pine Valley Streams	LBC (Lower Birch Cr.)	Flow, Photograph	Continuous		Potential indirect impacts to perennial streams
	LHC (Lower Henderson Cr.)	Flow, Photograph	Continuous		Potential indirect impacts to perennial streams
	UHC (Upper Henderson Cr.)	Flow, Photograph	Continuous		Potential indirect impacts to perennial streams
	LPHC (Lower Pete Hansen Cr.)	Flow, Photograph	Continuous		Potential indirect impacts to perennial streams
	UPHC (Upper Pete Hansen Cr.)	Flow, Photograph	Continuous		Potential indirect impacts to perennial streams
	Tonkin Springs	Flow, Photograph	Continuous		Potential indirect impacts to perennial streams
	LVC (Lower Vinini)	Flow, Photograph	Continuous		Potential indirect impacts to perennial streams
	UVC (Upper Vinini Cr.)	Flow, Photograph	Continuous		Potential indirect impacts to perennial streams
	WC (Willow Cr.)	Flow, Photograph	Continuous		Potential indirect impacts to perennial streams
Pine Valley Groundwater	MH-500	Depth to Water	Continuous	Bedrock	Sentinel well in mountain block south of Henderson Creek
	MH-501	Depth to Water	Continuous	Alluvium	Henderson Creek groundwater elevations
	MH-502	Depth to Water	Continuous	Bedrock	Sentinel well in mountain block east of springs in upper Henderson Creek

Table 2 - Biological and Meteorological Monitoring

Area	Site Name(s)	Parameters	Frequency
Wet Meadow Complexes in Roberts Mountains	Three to five vegetation transects in each of the WMC. Locations to include areas where phreatophytic and riparian vegetation transitions to upland vegetation and sites within the core of theWMC	Species composition, species richness, and plant cover	Semi-Annually (May and July)
Phreatophytic vegetation in lower Kobeh Valley	Three to five vegetation transects in phreatophyte vegetation communities. Locations to include areas where phreatophytes transition to upland communities and sites within the core of the phreatophyte vetgetation community	Species composition, species richness, and plant cover	Transects - Semi-Annually (April and June)
Phreatophytic and riparian vegetation in lower Roberts Creek	Three to five vegetation transects in the watershed. Locations to include areas where phreatophytic and riparian vegetation transitions to upland vegetation and sites within the core of the phreatophytic and riparian vegetation	Species composition, species richness, and plant cover	Transects - Semi-Annually (April; June)
Phreatophytic and riparian vegetation in Henderson Creek	Three to five vegetation transects in the watershed. Locations to include areas where phreatophytic and riparian vegetation transitions to upland vegetation and sites within the core of the phreatophytic and riparian vegetation	Species composition, species richness, and plant cover	Transects - Semi-Annually (April; June)
Roberts Mountain	Not applicable	Remote sensing (Aerial photography or satellite imagery)	Initially for entire mountain, Every two years for riparian areas
Streams in Roberts Mountains	Roberts Creek, Vinini Creek, Henderson Creek	Macro-invertebrate monitoring	Annually (late summer/early fall base flow)
Mine site	Existing Mt Hope met station	Temperature, precipitation, humidity,	Hourly

Area	Site Name(s)	Parameters	Frequency
		wind speed and wind direction	
Roberts Mountains	Minimum of 3 high-altitude sites in Roberts Mountains, locations to be determined.	Precipitation	To be determined


153 Diamond Valley
138 Grass Valley
Steiner Creek
Detailed Labeling of Monitoring Sites Within This Area Depicted in Figure 2
139 Kobeh Valley
152 Stevens Basin
MH-703 (Kobe Spring)
155A Little Smoky Valley
Allison Creek
137B Big Smoky Valley
LANDER COUNTY
EUREKA COUNTY
NYE COUNTY
151 Antelope Valley
140A Monitor Valley
140B Monitor Valley
Pine Creek
150 Little Fish Lake Valley
Explanation
Roberts Mountains Monitoring Sites
Stream
Gauging Station
Monitoring Well
Spring
Diamond Valley Monitoring Sites
Spring
Monitoring Well
Kobeh Valley Monitoring Sites
Stream
Monitoring Well
Spring
Wells to be Installed by EMLLC
DV Well
KV Well
PV Well
Water Supply Well
Mine Wet Set (Each Production Well will have a paired Monitoring Well nearby)
USGS Wells
Regional Monitoring Sites
Spring
Stream
Perennial Streams Occupied by Lahontan Cutthroat Trout
U.S. Highway
2-Track / Dirt Road
Primary Road
State Route
Nevada Counties
Mt. Hope Plan of Operations Boundary
Hydrographic Basin Boundaries
Limit of Projected 10' Drawdown Contour at Project Year 44 Proposed Action
Wet Meadow Complexes
Wetfield Corridor
Mainly Rabbitbrush and Greasewood
Mainly Saltgrass and other Wet Meadow Grasses
Patented Land
Private Land
Tailings
Streams
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0 1 2 3 4 5 Kilometers
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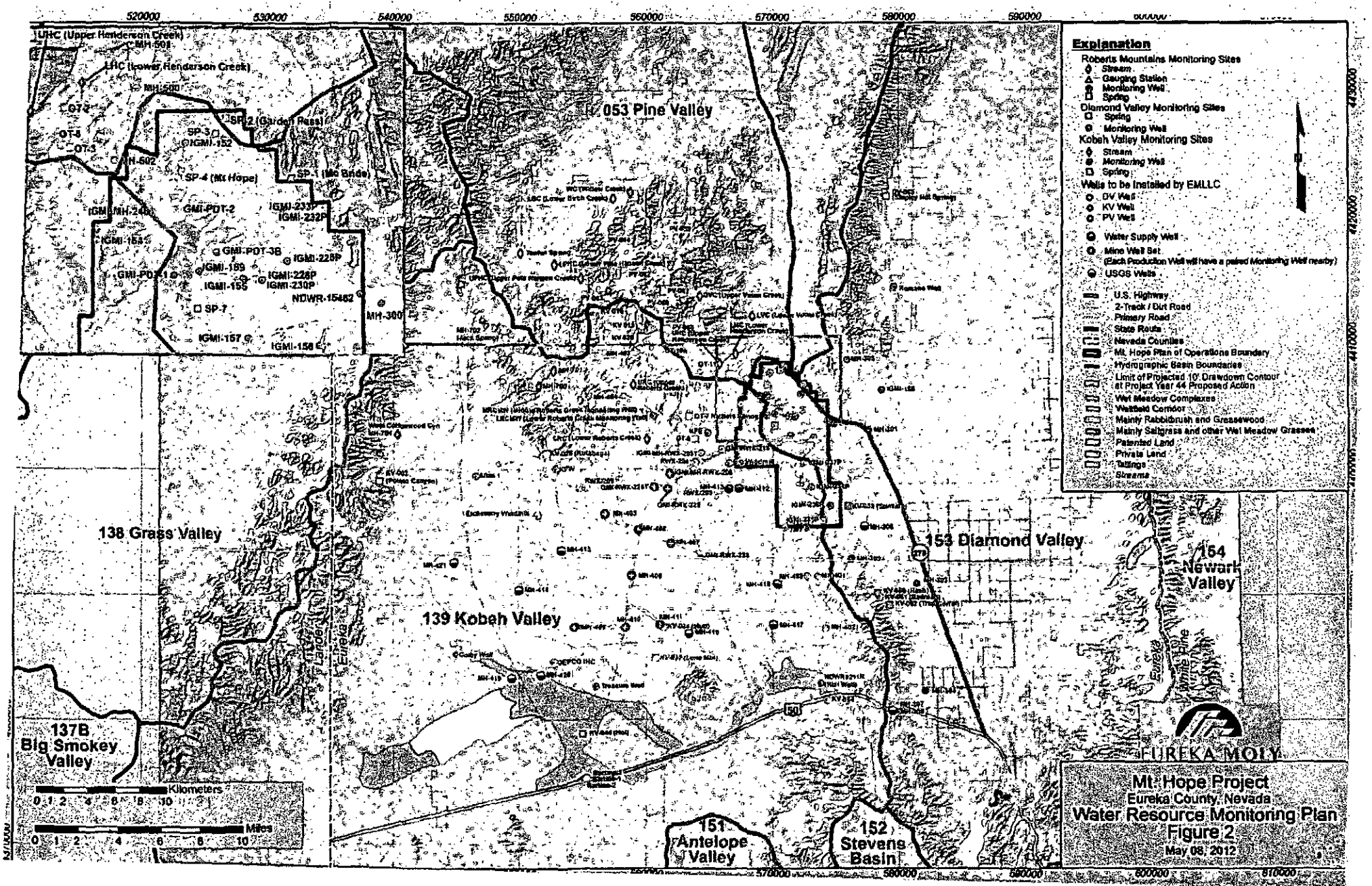
EUREKA MOLY
Mt. Hope Project
Eureka County, Nevada
Water Resource Monitoring Plan
Figure 1
May 08, 2012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UHC (Upper Henderson Creek)
MH-501
LHC (Lower Henderson Creek)
MH-500
OT-2
OT-5
OT-3
SP-3
(IGMI-152
SP-2 (Garden Ross)
MH-502
SP-4 (Mt Hope)
SP-1 (Mc Bride)
IGMI-MH-240
GMI-PDT-2
IGMI-233P
IGMI-232P
IGMI-153
GMI-PDT-3B
IGMI-229P
IGMI-199
GMI-PDT-1
IGMI-228P
IGMI-155
IGMI-230P
NDWR-15482
SP-7
MH-300
IGMI-157
IGMI-156
053 Pine Valley
138 Grass Valley
139 Kobeh Valley
153 Diamond Valley
154 Newark Valley
137B Big Smokey Valley
151 Antelope Valley
152 Stevens Basin
Explanation
Roberts Mountains Monitoring Sites
Stream
Gauging Station
Monitoring Well
Spring
Diamond Valley Monitoring Sites
Spring
Monitoring Well
Kobeh Valley Monitoring Sites
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Wells to be Installed by EMLLC
DV Well
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Mine Well Set
(Each Production Well will have a paired Monitoring Well nearby)
USGS Wells
U.S. Highway
2-Track / Dirt Road
Primary Road
State Route
Nevada Counties
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Mainly Saltgrass and other Wet Meadow Grasses
Patented Land
Private Land
Tailings
Streams
Kilometers
0 1 2 4 6 8 10
Miles
0 1 2 4 6 8 10
EUREKA MOLY
Mt. Hope Project
Eureka County, Nevada
Water Resource Monitoring Plan
Figure 2
May 08, 2012
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Correspondence #5
6/28/2012

BRIAN SANDOVAL
GOVERNOR

FRANK R. WOODBECK
DIRECTOR

DETR
Nevada Department of Employment, Training and Rehabilitation

OFFICE OF THE DIRECTOR

June 20, 2012

Commissioner Dean Bullock
Lander County, District 2
315 S Humboldt St
Battle Mountain, NV 89820

Dear Commissioner Bullock:

The purpose of this letter is to inform you that Richard Lee, Vice Chairman, Governor's Workforce Investment Board (GWIB), has appointed you to serve on the GWIB's Mining, Materials and Manufacturing Sector Council. This appointment is effective immediately. The Department of Employment, Training and Rehabilitation (DETR) serves as staff to this Council. Earl McDowell, Deputy Administrator, Workforce Solutions Unit, DETR, will be in contact to provide you with an overview of your responsibilities on this Council.

On behalf of Governor Brian Sandoval, DETR extends its appreciation for your service and support of Nevada's workforce investment system and the citizens of the Silver State.

Sincerely,

Frank R. Woodbeck
Director

oc

cc: Governor Brian Sandoval
Richard Lee – Vice Chairman, Governor's Workforce Investment Board
Earl McDowell, Deputy Administrator, Workforce Solutions Unit, DETR

RECEIVED
JUN 25 2012
COUNTY COMMISSION

500 East Third Street, Room 200 • Carson City, NV 89713 • (775) 684-3911 • Fax (775) 684-3908
2800 E. St. Louis Avenue • Las Vegas, Nevada 89104 • (702) 486-7923 • Fax (702) 486-6426

Correspondence #6
6/28/2012

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Battle Mountain District Office
50 Bastian Road
Battle Mountain, Nevada 89820
Phone: 775-635-4000 Fax: 775-635-4034
http://www.blm.gov/nv/st/en/fo/battle_mountain_field.html

RECEIVED
JUN 26 2012
COUNTY COMMISSION

JUN 22 2012

In Reply Refer To:
4100/4700 (LLNVB0000)

Dear Interested Public:

The Bureau of Land Management (BLM) Battle Mountain District Office (BMDO) is pleased to announce the completion and availability of the *Battle Mountain District Drought Management Environmental Assessment* (EA). Please contact Casey Johnson, Rangeland Management Specialist, or Tessa Teems, Planning and Environmental Coordinator, at the above address or phone number to receive either a CD version or a hard copy of the EA, or visit the World Wide Web at the following address: www.blm.gov/nv/st/en/fo/battle_mountain_field.html. Comments to the preliminary EA have been received and reviewed; BLM's responses to those comments are included as Attachment 4 of the EA. A drought response action (DRA) was added based on public comments received that involves moving wild horses and burros to other areas within an HMA that may have adequate forage and water resources capable of supporting the existing population of wild horses and/or burros.

According to the US Drought Monitor, as of June 19, 2012, approximately 73% of the state of Nevada is experiencing severe drought conditions. Field monitoring indicates that many areas within the Battle Mountain District (BMD) are experiencing drought impacts including substantial reductions in forage production and reduced spring and stream flows. It is likely that a continuation of these conditions will impair forage and water resources on many more areas within the BMD. The EA was prepared to analyze a range of DRAs that would be used to mitigate the effects of drought and to avoid emergency situations. These include temporary water hauls; temporary above ground pipelines; temporary changes in livestock season of use; temporary reductions in livestock grazing duration; temporary reductions in livestock animal unit months; temporary partial or complete closures of allotments; temporary changes in livestock management practices; temporary fencing; targeted grazing of invasive annual dominated plant communities; temporary changes in kind or class of livestock; and wild horse and burro relocations or removals. This EA will allow the BLM to quickly respond to drought conditions, thereby avoiding emergencies and ensuring the long-term health and sustainability of public lands within the BMD.

The EA describes the environmental impacts that implementing the DRAs would likely have on the environment. Impacts to wildlife, wild horse and burros, socio-economics, riparian and wetland zones, vegetation, soils concerns and other resources are fully analyzed in the EA.

On June 22, 2012, I approved the Finding of No Significant Impacts. ***At this time, no decision record is being issued; however, if drought conditions worsen I will, as appropriate, implement DRAs. DRAs will be implemented through the issuance of full force and effect decisions pursuant to 43 CFR §§4110.3-3(b), 4770.3(c) and in accordance with 43 CFR §4120.3 after consultation with, or a reasonable attempt to consult with, affected permittees or lessees, the interested public, and the state having lands or responsible for managing resources within the area. Decisions will be implemented within all appropriate laws, regulations and policies. Voluntary reductions in livestock use or voluntary DRAs may offset the need to issue drought decisions.***

DRA decisions will be supported by site-specific monitoring data collected as outlined in the Drought Detection and Monitoring Plan (see Attachment 1 of the EA). Justification for wild horse and/or burro drought gathers will be thoroughly documented within a site-specific decision and drought gather plan (see Attachment 3 of the EA for a Drought Gather Plan Outline).

If you have any questions or comments regarding this EA, please contact Casey Johnson, Rangeland Management Specialist at (775) 635-4059, or Tessa Teems, Planning and Environmental Coordinator at (775) 635-4067, or at the above address.

Sincerely,

Douglas W. Furtado
District Manager

AGENDA

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

JUNE 28, 2012

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

Also Via Teleconference At

AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA

9:00 A.M. Call to Order
Pledge of Allegiance
*Discussion for possible action regarding approval of Agenda Notice.
*Discussion for possible action regarding approval and acceptance of Minutes of:
JUNE 14, 2012 – REGULAR SESSION

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

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

FINANCE

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

Public comment.

9:20 A.M. *(2) Discussion for possible action regarding approval/disapproval of Resolution No. 2012-06, a resolution to augment the FY 2011-2012 budget and other matters properly relating thereto.

Public comment.

"Lander County is an Equal Opportunity Provider"

*(3) Discussion for possible action regarding approval/disapproval of Resolution No. 2012-10, a resolution to un-commit and re-commit ending fund balances and other matters properly related thereto.

Public comment.

*(4) Discussion for possible action regarding approval/disapproval of Resolution No. 2012-11, a resolution setting the FY 2012-2013 tax rate for the Cooperative Extension (Agricultural Extension) and other matters properly related thereto.

Public comment.

*(5) Discussion for possible action regarding approval/disapproval of Resolution No. 2012-12, a resolution to establish fund balance policies as required by Governmental Accounting Standards Board (GASB) Statement Number 54 and other matters properly related thereto.

Public comment.

TREASURER

*(6) Discussion for possible action regarding approval/disapproval of Resolution No. 2012-08, a resolution certifying the Ad Valorem (property) tax rate required for Fiscal Year July 1, 2012 through June 30, 2013 in accordance with Nevada Revised Statutes (NRS) 361.460 and other matters properly related thereto.

Public comment.

*(7) Discussion for possible action regarding letter on one (1) year delinquent taxes per Nevada Revised Statutes (NRS) 361.5648 and 361.565 and other matters properly relating thereto.

Public comment.

*(8) Discussion for possible action regarding approval/disapproval of the following adjustments to the tax roll: a) adjustments to the 2008-2009 through 2011-2012 secured tax roll; b) adjustments to the 2005-2006 through 2011-2012 unsecured tax roll; and other matters properly related thereto.

Public comment.

*(9) Discussion for possible action regarding approval/disapproval of the following transfers of delinquent water/sewer accounts to the 2011-2012 secured tax roll: a) transfers according to Ordinance No. 2009-13 – Battle Mountain Water and Sewer; b) transfers according to Ordinance No. 2009-14 – Austin Water and Sewer District #2; and other matters properly related thereto.

Public comment.

*(3) Discussion for possible action regarding approval/disapproval of Resolution No. 2012-10, a resolution to un-commit and re-commit ending fund balances and other matters properly related thereto.

Public comment.

*(4) Discussion for possible action regarding approval/disapproval of Resolution No. 2012-11, a resolution setting the FY 2012-2013 tax rate for the Cooperative Extension (Agricultural Extension) and other matters properly related thereto.

Public comment.

*(5) Discussion for possible action regarding approval/disapproval of Resolution No. 2012-12, a resolution to establish fund balance policies as required by Governmental Accounting Standards Board (GASB) Statement Number 54 and other matters properly related thereto.

Public comment.

TREASURER

*(6) Discussion for possible action regarding approval/disapproval of Resolution No. 2012-08, a resolution certifying the Ad Valorem (property) tax rate required for Fiscal Year July 1, 2012 through June 30, 2013 in accordance with Nevada Revised Statutes (NRS) 361.460 and other matters properly related thereto.

Public comment.

*(7) Discussion for possible action regarding letter on one (1) year delinquent taxes per Nevada Revised Statutes (NRS) 361.5648 and 361.565 and other matters properly relating thereto.

Public comment.

*(8) Discussion for possible action regarding approval/disapproval of the following adjustments to the tax roll: a) adjustments to the 2008-2009 through 2011-2012 secured tax roll; b) adjustments to the 2005-2006 through 2011-2012 unsecured tax roll; and other matters properly related thereto.

Public comment.

*(9) Discussion for possible action regarding approval/disapproval of the following transfers of delinquent water/sewer accounts to the 2011-2012 secured tax roll: a) transfers according to Ordinance No. 2009-13 – Battle Mountain Water and Sewer; b) transfers according to Ordinance No. 2009-14 – Austin Water and Sewer District #2; and other matters properly related thereto.

Public comment.

*(10) Discussion for possible action regarding approval/disapproval of payment for delinquent water and sewer accounts for 2011-12: a) to pay accounts according to Ordinance No. 2009-13 – Battle Mountain Water and Sewer; b) to pay accounts according to Ordinance No. 2009-14 – Austin Water and Sewer District #2; and other matters properly related thereto.

Public comment.

*(11) Discussion for possible action regarding approval/disapproval of the following payments for 2012 estimated Net Proceeds of Minerals Tax revenue received in June 2012: a) the Lander County School District; b) the Lander County Hospital District; and other matters properly relating thereto.

Public comment.

*(12) Discussion for possible action regarding approval/disapproval for payment to the Lander County Treasurer for taxes held for 2012-2013 and other matters properly related thereto.

Public comment.

*(13) Discussion for possible action regarding approval/disapproval of Investment Advisory Agreement between the Lander County Treasurer's Office and FTN Financial Main Street Advisors, LLC and other matters properly related thereto.

Public comment.

COMMISSIONERS

*(14) Discussion for possible action regarding acceptance/non-acceptance of renewal of airport liability insurance policies for Austin, Battle Mountain and Kingston Airports for period of July 1, 2012 through June 30, 2013; approval for payment of premium in the amount of $4,350.00 from FY 2012-2013 funds; and other matters properly related thereto.

Public comment.

PLANNING COMMISSION

*(15) Discussion for possible action regarding approval/disapproval of a zone change request for Jay Wintle, E4 of Section 14, T32N, R44E, Battle Mountain, APNs 010-280-05, 010-280-07, 010-280-09, 010-280-13, 010-280-17, 010-280-21, 010-280-25, to change from Farm and Ranch District (A-3) zoning to Five-Acre Agricultural District (A2) zoning and other matters properly related thereto.

Public comment.

EXECUTIVE DIRECTOR

*(16) Discussion for possible action regarding update on transfer of Lander County EMS from Lander County to Battle Mountain General Hospital on July 1, 2012, under agreement, and other matters properly relating thereto.

Public comment.

12:00 P.M. Recess for Lunch

1:00 P.M. ***ROAD AND BRIDGE NORTH***

*(17) Discussion for possible action regarding approval/disapproval of Agreement between Lander County and Hunewill Construction Co., in the amount of $1,166,835.09, for the Battle Mountain 2012 Road Rehabilitation Project and other matters properly relating thereto.

Public comment.

ROAD AND BRIDGE SOUTH

*(18) Discussion for possible action regarding approval/disapproval of Agreement between Lander County and Hunewill Construction Co., in the amount of $1,468,660.00, for the Austin/Kingston Paving Project 2012 and other matters properly related thereto.

Public comment.

PUBLIC WORKS & ROAD AND BRIDGE NORTH

*(19) Discussion for possible action regarding approval of the Public Works/Road and Bridge North's job description for "Administrative Assistant/Public Works and Road and Bridge Departments" and other matters properly relating thereto.

Public comment.

*(20) Discussion for possible action regarding hiring a replacement for the position of Administrative Assistant/Public Works and Road and Bridge Departments and other matters properly relating thereto.

Public comment.

PUBLIC WORKS

*(21) Discussion for possible action regarding the Mountain View Golf Course greens emergency replacement project and other matters properly relating thereto.

Public comment.

SENIOR CENTER

*(22) Discussion for possible action regarding ratification and acceptance of supplemental Grant Award No. 09-000-57-NX-12, Nevada Aging and Disability Services Division, for Nutrition Services Incentive program in the amount of $1,099.00 and other matters properly related thereto.

Public comment.

*(23) Discussion for possible action regarding ratification and acceptance of Grant Award No. 09-000-10-BX-13, Nevada Aging and Disability Services Division,

Public comment.

12:00 P.M. Recess for Lunch

1:00 P.M. ***ROAD AND BRIDGE NORTH***

*(17) Discussion for possible action regarding approval/disapproval of Agreement between Lander County and Hunewill Construction Co., in the amount of $1,166,835.09, for the Battle Mountain 2012 Road Rehabilitation Project and other matters properly relating thereto.

Public comment.

ROAD AND BRIDGE SOUTH

*(18) Discussion for possible action regarding approval/disapproval of Agreement between Lander County and Hunewill Construction Co., in the amount of $1,468,660.00, for the Austin/Kingston Paving Project 2012 and other matters properly related thereto.

Public comment.

PUBLIC WORKS & ROAD AND BRIDGE NORTH

*(19) Discussion for possible action regarding approval of the Public Works/Road and Bridge North's job description for "Administrative Assistant/Public Works and Road and Bridge Departments" and other matters properly relating thereto.

Public comment.

*(20) Discussion for possible action regarding hiring a replacement for the position of Administrative Assistant/Public Works and Road and Bridge Departments and other matters properly relating thereto.

Public comment.

PUBLIC WORKS

*(21) Discussion for possible action regarding the Mountain View Golf Course greens emergency replacement project and other matters properly relating thereto.

Public comment.

SENIOR CENTER

*(22) Discussion for possible action regarding ratification and acceptance of supplemental Grant Award No. 09-000-57-NX-12, Nevada Aging and Disability Services Division, for Nutrition Services Incentive program in the amount of $1,099.00 and other matters properly related thereto.

Public comment.

*(23) Discussion for possible action regarding ratification and acceptance of Grant Award No. 09-000-10-BX-13, Nevada Aging and Disability Services Division,

for the transportation program in the amount of $15,000.00, with required match of $2,647.00, and acknowledgement of Confidentiality Addendum and other matters properly related thereto.

Public comment.

COMMISSIONERS

*(24) Discussion for possible action regarding approval/disapproval of the Emergency Facilities and Land Use Agreement between Lander County and the Bureau of Land Management (BLM) for use of the Austin Airport as a SEAT (single engine air tanker) base by BLM and other matters properly related thereto.

Public comment.

*(25) Discussion for possible action regarding approval/disapproval of the Agreement between Lander County and Mueller Land and Cattle Company, LLC, in the amount of $5,000.00 per year, for lease of three thousand (3,000) acre feet of water rights and other matters properly related thereto.

Public comment.

*(26) Discussion for possible action regarding approval/disapproval of Agreement between Lander County and Norm Powell, dba Valley TV and Communication, for maintenance and repair services to equipment serving the community of Austin with broadcast television services and other matters properly relating thereto.

Public comment.

*(27) Discussion for possible action regarding approval/disapproval of Agreement between Lander County and Battle Mountain, Parent Cooperative Preschool, Inc., for lease of building located at 370 South Mountain Street, Battle Mountain and other matters properly related thereto.

Public comment.

BOARD APPOINTMENTS

*(28) Discussion for possible action regarding appointments to the 2012-2013 Advisory Board, categories 1, 2, 3 & 4 and other matters properly relating thereto.

Public comment.

CLERK

*(29) Discussion for possible action regarding the canvass of votes for the June 12, 2012 Primary Election.

Public comment.

COMMISSIONERS

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

Public comment.

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

ADJOURN

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

NOTE: TIMES ARE APPROXIMATE

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

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

AFFIDAVIT OF POSTING

State of Nevada)
) ss.
County of Lander)

Cathy Myers, Deputy Clerk, of said Lander County, Nevada, being duly sworn, says, that on the 22nd day of June 2012, she posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse and 4) Swackhamer's Plaza Bulletin Board, in said Lander County, where proceedings are pending.

CATHY MYERS, DEPUTY CLERK Cathy Myers

Subscribed and sworn to before me this 22nd day of June 2012.

WITNESS Mary Ann O'Day

COMMISSIONERS

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

Public comment.

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

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CATHY MYERS, DEPUTY CLERK Cathy Myers

Subscribed and sworn to before me this 22nd day of June 2012.

WITNESS Mary Ann O'Day

Payment of Bills

June 28, 2012

ROGENE HILL
Lander County Finance Director

ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION — DATE

Chairman

Commissioner

Commissioner

Commissioner

Commissioner

LANDER COUNTY COMMISSION MEETING

June 28, 2012

APPROVE / DISAPPROVE
SUBMITTED EXPENDITURES IN THE AMOUNT OF $ 411809.47
From Check #40953 thru #41096

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

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
40953	ADT SECURITY SERVICES						
		6/9/12/SECURITY VD/AMBUL		6/28/12	70389	1,565.68	
		6/9/12/SECURITYLRNCTR		6/28/12	70389	112.86	
							1,678.54
40954	ADVANCED DATA SYSTEMS INC						
		5/31/12/COMP EXPS		6/28/12	70390	1,829.45	
		5/31/12/COMP EXPS CLERK		6/28/12	70390	2,850.00	
							4,679.45
40955	AL PARK PETROLEUM						
		5/1/12/FUEL/SOC SVC		6/28/12	70520	18.96	
							18.96
40956	ALBERTSON FUNERAL HOME						
		6/11/12/INDIGENT,MULGREW		6/28/12	70519	1,050.00	
							1,050.00
40957	ALSAKER CORP						
		REFUND JUV CASE		6/28/12	70391	30.00	
							30.00
40958	AMPED-OUT-ELECTRICAL, LLC						
		6/8/12/POOL REPRS		6/28/12	70392	95.79	
		6/13/12/GLF CRS REPAIRS		6/28/12	70392	447.56	
							543.35
40959	ATLAS TOWING & RECOVERY						
		5/29/12/CAR WASH		6/28/12	70521	4.50	
		5/29/12/CAR WASH		6/28/12	70521	3.00	
							7.50
40960	AUSTIN POSTMASTER						
		6/14/12/1YR RENT A RECORD		6/28/12	70388	100.00	
							100.00
40961	B M AUTO SUPPLY,INC						
		5/30/12/SHORTINV/A R&B		6/28/12	70393	.01	
		3/27/12/SNDDISC/A R&B		6/28/12	70393	49.50	
		4/2/12/ FLOORDRY/GLFCRS		6/28/12	70393	11.98	
		4/9/12//SNDDISC/A R&B		6/28/12	70393	104.25	
		4/15/12/GLOVES/S		6/28/12	70393	18.99	
		4/18/12/FIL/R&B		6/28/12	70393	15.24	
		5/7/12/ORINGS		6/28/12	70393	15.45	
		6/4/12/FIL/ R&B		6/28/12	70393	18.49	
		6/4/12/CHUCK/ADAPTR/		6/28/12	70393	36.80	
		6/4/12/HOSE DOGPND		6/28/12	70393	22.65	
		6/4/12/FIL/ R&B		6/28/12	70393	18.49	
		6/5/12/FIL/ R&B		6/28/12	70393	14.13	
		6/6/12SAW BLDS GRNDWHEEL		6/28/12	70393	391.58	
		6/6/12/MAGGUN250L/A R&B		6/28/12	70393	273.20	
		6/7/12/FIL/ R&B		6/28/12	70393	59.26	
		6/7/12/ /WRENCH/W&S		6/28/12	70393	12.93	
		6/7/12/FIL/ R&B		6/28/12	70393	60.78	
		6/7/12/WRENCH/WRENCH/W&S		6/28/12	70393	26.99	
		6/8/12/HYDFIL,WRENCH/W&S		6/28/12	70393	88.68	
		6/8/12/OIL LNDFIL		6/28/12	70393	58.68	
		6/12/12/FIL// R&B		6/28/12	70393	2.19	
		6/12/12/FIL// R&B		6/28/12	70393	2.45	
		6/13/12BATT/SPLIT W&S		6/28/12	70393	11.98	
		6/14/12/WASHCONCERT/S		6/28/12	70393	41.98	
		6/14/12SWS ADH/ R&B		6/28/12	70393	7.57	
		6/14/12/FIL R&B		6/28/12	70393	18.15	
		6/15/12/TORQ WRENCH/		6/28/12	70393	79.99	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		6/15/12 VISE CLMP		6/28/12	70393	53.98	
		6/19/12/SCREWS/LNDFL		6/28/12	70393	24.95	
		6/20/12/FUELFIL/		6/28/12	70393	24.79	
		6/20/12/SEAFOAM/STABIL		6/28/12	70393	12.49	
							1,578.60
40962	B M POSTMASTER						
		6/5/12/POSTAGE SPLIT W&S		6/28/12	70394	195.84	
		6/5/12/POSTAGE SPLIT W&S		6/28/12	70394	195.84	
							391.68
40963	BADGER METER, INC						
		6/5/12/METERSANDPRTS/W&S		6/28/12	70395	8,690.76	
							8,690.76
40964	DANIEL BALDINI						
		6/8/12/STIPENDS/		6/28/12	70396	15.00	
							15.00
40965	BELL FIRE INC.						
		5/25/12 AUSTIN SR CTR		6/28/12	70476	61.00	
		5/25/12/FIRE EXTING SERV		6/28/12	70476	128.00	
							189.00
40966	TINA MARIE BISIAUX						
		5/22-6/19/12 DRG TEST/DRG		6/28/12	70515	154.00	
							154.00
40967	BLUE MOON PORTABLES						
		6/2/12/ SVC LND FIL		6/28/12	70398	150.00	
		6/2/12/ SVC AUST AIRPORT		6/28/12	70398	200.00	
		6/2/12/ SVC GOLF CRS		6/28/12	70398	265.00	
		6/6/12/SVCMAY PARKS		6/28/12	70398	165.00	
		6/6/12/SVCMAY ADULTFLD		6/28/12	70398	165.00	
							945.00
40968	PAPE MATERIAL HANDLING						
		6/5/12/EXCAVATORMINI/ARB		6/28/12	70397	39,293.57	
							39,293.57
40969	BONANZA PRODUCE CO						
		6/14/12/ PROUCE/SR CTR		6/28/12	70522	58.50	
		5/17/12/ PROUCE/SR CTR		6/28/12	70522	24.80	
		5/18/12/ PROUCE/SR CTR		6/28/12	70522	35.63	
		5/18/12/ PROUCE/SR CTR		6/28/12	70522	23.75	
		5/22/12/ PROUCE/SR CTR		6/28/12	70522	24.11	
		5/22/12/ PROUCE/SR CTR		6/28/12	70522	16.07	
		5/29/12PRODUCE/SR CTR		6/28/12	70522	10.50	
		5/29/12PRODUCE/SR CTR		6/28/12	70522	7.00	
		5/31/12/ PROUCE/SR CTR		6/28/12	70522	30.85	
		5/31/12/ PROUCE/SR CTR		6/28/12	70522	30.65	
		6/1/12 PRODUCE/SR CTR		6/28/12	70522	14.65	
		6/1/12 PRODUCE/SR CTR		6/28/12	70522	9.77	
		6/14/12/ PROUCE/SR CTR		6/28/12	70522	49.20	
							335.48
40970	BOSS TANKS, INC.						
		6/20/12CATTLEGRDS/R&B		6/28/12	70477	19,480.00	
							19,480.00
40971	STACY BROOKS						
		JUNE,2012,SR CTR		6/28/12	70523	25.25	
		JUNE,2012,SR CTR		6/28/12	70523	3.80	
		6/1/12/TRVL BM TRAINING		6/28/12	70523	36.04	
							65.09
40972	SCOTT D. BULLOCK						

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		6/13/12/REPRS TO ICEMACH		6/28/12	70516	614.00	
							614.00
40973	DIANE BURKHART						
		6/12/12/ELECT BRD		6/28/12	70399	100.00	
							100.00
40974	C. G. CELIO & SONS CO.						
		5/22/12/PROFSERVC YUCCA		6/28/12	70514	2,345.26	
							2,345.26
40975	DONNA CAMPBELL						
		6/12/12/ ELECT BRD		6/28/12	70406	115.00	
							115.00
40976	CARSON CITY ASSESSOR'S						
		MAPPING FEES/ASSESSOR		6/28/12	70407	1,050.00	
							1,050.00
40977	CASHMAN EQUIPMENT						
		5/31/12/99TRACTORTRK/ARB		6/28/12	70400	23,000.00	
		6/7/12/PARTS/BM R&B		6/28/12	70400	144.03	
							23,144.03
40978	NOLIENA CASTELLANOS						
		6/15/12REFUND/JUV		6/28/12	70401	50.00	
		6/21/12/REFUND JUV		6/28/12	70401	40.00	
							90.00
40979	CCTV CAMERA PROS						
		5/30/12/MULTIPLEXER/SO		6/28/12	70405	1,529.94	
							1,529.94
40980	CESCO EQUIPMENT						
		6/13/12/HYDR HOSE/LNDFIL		6/28/12	70479	144.54	
		6/19/12/FILTERS/LNDFIL		6/28/12	70479	394.17	
							538.71
40981	CHIEF SUPPLY CORPORATION						
		6/5/12//DRUGTESTS/SO		6/28/12	70480	420.79	
							420.79
40982	CI TECHNOLOGIES, INC.						
		6/1/12/MAITRENEWAL/SO		6/28/12	70478	1,200.00	
		6/1/12/BLUTEAM ANL MAINT		6/28/12	70478	600.00	
							1,800.00
40983	CITY OF ELKO						
		6/6/12MAY TESTING/SEWER		6/28/12	70402	108.00	
							108.00
40984	CIVIL AIR PATROL MAGAZINE						
		6/14/12/1/2PGADV/EXEC DIR		6/28/12	70531	595.00	
							595.00
40985	DAVID J. CORMANY						
		6/12/12/BAKKERPLNREVW		6/28/12	70403	565.34	
		6/12/12/BAKKERPLNREVWRETR		6/28/12	70403	6.95	
							572.29
40986	JAYSON DAVID CUTLER						
		6/8/12 AMBUL RUNS		6/28/12	70404	30.00	
		6/8/12 AMBUL TRANSP ELKO		6/28/12	70404	75.00	
							105.00
40987	BRENDA DEGONIA						
		6/12/12/ELECTION		6/28/12	70408	100.00	
							100.00
40988	DELBERT L. CORNELLA						
		6/7/12/REPRS CIVIC CTR		6/28/12	70482	144.93	
		6/18/12/REPRS POOL		6/28/12	70482	218.61	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		6/18/12/REPRS POOL		6/28/12	70482	146.25	
		6/18/12/REPRS POOL		6/28/12	70482	404.84	
		6/20/12/DOORLOCK/AMNLSHLT		6/28/12	70482	65.00	
		6/20/12/EPRS CIVIC CTR		6/28/12	70482	65.00	
							1,044.63
40989	DELL COMPUTER						
		5/31/12/COMP/S&HNDL/SO		6/28/12	70481	2,703.39	
							2,703.39
40990	DESERT-MOUNTAIN SURVEYING						
		6/12/12/MINEMAPSUPDATE		6/28/12	70409	1,025.00	
							1,025.00
40991	LAWRENCE B. ENGLISH						
		6/11/122012BALLOTSMAILED		6/28/12	70511	249.78	
							249.78
40992	ENGS MOTOR TRUCK CO.						
		6/1/12/TRK PARTS/R&B		6/28/12	70483	37.10	
		6/1/12/KNOB/R&B		6/28/12	70483	9.65	
		6/13/12/ BATT/R&B		6/28/12	70483	168.96	
							215.71
40993	GENE P ETCHEVERREY						
		6/8/12/CNRWA,ELY		6/28/12	70411	49.94	
		6/19-20/12CNRWA,ELY		6/28/12	70411	99.88	
		6/8/12/CNRWA,ELY		6/28/12	70411	65.00	
		6/19-20/12CNRWA,ELY		6/28/12	70411	240.87	
		6/19-20/12CNRWA,ELY		6/28/12	70411	88.00	
		6/8/12/CNRWA,ELY		6/28/12	70411	240.87	
							784.56
40994	ETCHEVERRYS FOOD TOWN						
		5/31/12/DISCOUNT		6/28/12	70484	692.24-	
		5/31/12/ FOOD /SO		6/28/12	70484	291.45	
		5/7/12/FOOD KIT/ SO		6/28/12	70484	38.90	
		5/14/12/FOODKIT/ SO		6/28/12	70484	133.38	
		5/17/12/ FOOD /SO		6/28/12	70484	538.93	
		5/28/12/ FOOD /SO		6/28/12	70484	1,637.16	
		5/3/12/FOOD KIT/ SO		6/28/12	70484	551.29	
		5/10/12/FOODKIT/ SO		6/28/12	70484	263.61	
		5/24/12/ FOOD /SO		6/28/12	70484	6.45	
		6/7/12/ YARN R&B		6/28/12	70410	19.59	
		6/15/12/CLN SUPP/SEWER		6/28/12	70484	35.17	
		6/12/12/CLN BATH/SUPP/SW		6/28/12	70484	65.44	
							2,889.13
40995	R SUPPLY #3210						
		6/6/12/PIPEWRAP/SEWER		6/28/12	70412	71.10	
							71.10
40996	FILIPPINI, EDDYANN						
		6/12/12 ELECTIONS		6/28/12	70413	100.00	
							100.00
40997	FIRST ADVANTAGE OHS						
		5/31/12/TESTING		6/28/12	70414	424.27	
							424.27
40998	FRANKLIN BLDG SUPPLY						
		6/14/12/LUMBER/		6/28/12	70512	1,605.25	
							1,605.25
40999	GEM ST. PAPER & SUPPLY CO						
		5/17/12/SUPPLIES/SR CTR		6/28/12	70524	42.00	
		5/17/12/SUPPLIES/SR CTR		6/28/12	70524	28.00	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		5/24/12/SUPPLIES/SR CTR		6/28/12	70524	78.88	
		5/24/12/SUPPLIES/SR CTR		6/28/12	70524	52.58	
		5/31/12/SUPPLIES/SR CTR		6/28/12	70524	13.83	
		5/31/12/SUPPLIES/SR CTR		6/28/12	70524	9.22	
		6/5/12//SUPPLIES/SR CTR		6/28/12	70524	28.12	
		6/5/12//SUPPLIES/SR CTR		6/28/12	70524	18.74	
		6/7/12//SUPPLIES/SR CTR		6/28/12	70524	58.95	
		6/7/12//SUPPLIES/SR CTR		6/28/12	70524	39.30	
		6/12/12/SUPPLIES/SR CTR		6/28/12	70524	25.79	
		6/12/12/SUPPLIES/SR CTR		6/28/12	70524	17.19	
							412.60
41000	GEMINI COMPUTERS, INC.						
		6/6/12/BOSHSECURITY.SO		6/28/12	70513	5,624.85	
							5,624.85
41001	DUSTI K. GILBERT						
		6/12/12/ ELECTIONS		6/28/12	70415	100.00	
							100.00
41002	ALFREDO GONZALEZ						
		6/12/12 ELECTIONS		6/28/12	70416	64.55	
							64.55
41003	JORGE MICHAEL GONZALEZ						
		6/8/12/AMBUL RUNS		6/28/12	70417	30.00	
							30.00
41004	GOSERCO INC.						
		6/20/12/EXTENWARRNTY/SO		6/28/12	70485	3,996.24	
		6/20/12/EXTENWARRNTY/SO		6/28/12	70485	2,098.90	
							6,095.14
41005	GRAINGER						
		6/4/12/ELECT SUPPLIES		6/28/12	70418	291.54	
		6/5/12/PUSHIN CONN/SO		6/28/12	70418	93.70	
		6/5/12/PUSHIN CONN/SO		6/28/12	70418	50.50	
		6/5/12/ CEILINGTILES/SO		6/28/12	70418	668.40	
		6/5/12/ EMERG LIGHTING/SO		6/28/12	70418	952.00	
		6/5/12/LAMPS/SO		6/28/12	70418	267.84	
		6/5/12/FUSES/SO		6/28/12	70418	135.60	
		6/7/12/SPANNERBIT /SO		6/28/12	70418	25.50	
		6/5/12MACH SCRE BTNN/SO		6/28/12	70418	128.40	
		6/7/12TREADLOCK/SO		6/28/12	70418	88.12	
							2,701.60
41006	HANEY'S FURNITURE						
		6/21/12 REFRIDG,LIVESTOCK		6/28/12	70518	799.00	
							799.00
41007	HIGH DESERT ENGINEERING						
		6/4/12/ LNDSURVEY/ASSESS		6/28/12	70419	210.00	
							210.00
41008	HIGH DESERT MICROIMAGING						
		6/8/12/MICROARCHIVES/RECD		6/28/12	70420	283.70	
							283.70
41009	IN THE SWIM						
		6/13/12/POOLSUPPLIES/POOL		6/28/12	70486	214.89	
		6/14/12/POOLSUPPLIES/POOL		6/28/12	70486	35.96	
							250.85
41010	INLAND SUPPLY CO INC						
		5/22/12/SUPPLIES/SO		6/28/12	70487	42.04	
		6/6/12/SUPPLIES H NURSE		6/28/12	70487	97.67	
		6/15/12/SUPPLIES/POOL		6/28/12	70487	102.14	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		6/15/12/SUPPLIES/GLF CRS		6/28/12	70487	255.48	
		6/12/12/SUPPLIES/SO		6/28/12	70487	22.83	
		6/12/12/SUPPLIES/SO		6/28/12	70487	25.95	
		6/12/12/SUPPLIES/SO		6/28/12	70487	68.20	
							614.31
41011	IRON MOUNTAIN						
		5/31/12 COMM		6/28/12	70422	37.90	
		5/31/12 DIST COURT		6/28/12	70422	37.91	
		5/31/12 TREASURER		6/28/12	70422	37.90	
		5/31/12 CLERK		6/28/12	70422	37.91	
							151.62
41012	CAROL A. JACKSON						
		6/12/12/ ELECTIONS		6/28/12	70424	100.00	
							100.00
41013	BERTA JOHNSON						
		6/12/12/ELECTIONS		6/28/12	70425	115.00	
							115.00
41014	ANN JOHNSTONE						
		6/12/12 ELECTIONS		6/28/12	70423	100.00	
		6/12/12 ELECTIONS		6/28/12	70423	115.00	
		6/12/12 ELECTIONS		6/28/12	70423	619.68	
							834.68
41015	ADOLF KIEFER & ASSOCIATES						
		6/12/12/GRDWEAR/POOL		6/28/12	70488	453.50	
		6/14/12/GRDWEAR/POOL		6/28/12	70488	1,081.65	
							1,535.15
41016	FRANCIS J. KING						
		6/12/12/ELECTIONS		6/28/12	70426	100.00	
							100.00
41017	L N CURTIS & SONS						
		5/24/12REDROPE RESCUE		6/28/12	70489	617.50	
		5/24/12SHIPPINRESCUE		6/28/12	70489	14.98	
		6/7/12/HOSE SUPPLIES/VFD		6/28/12	70428	130.00	
		6/18/12/NOZZELS/VFD		6/28/12	70428	1,836.00	
		6/7/12/HOSE SUPPLIES/VFD		6/28/12	70428	888.00	
							3,486.48
41018	LABELCITY, INC.						
		6/8/12/DYMOLABELWRITER		6/28/12	70490	791.00	
							791.00
41019	LACAL EQUIPMENT, INC.						
		6/6/12TRANSITIONWSEAL R&B		6/28/12	70431	327.69	
							327.69
41020	AMY LONGCHAMPS						
		6/12/12/ ELECTIONS		6/28/12	70429	100.00	
							100.00
41021	DANA C. LONGCHAMPS						
		6/12/12/ELECTIONS		6/28/12	70427	387.30	
		6/12/12/ELECTIONS		6/28/12	70427	115.00	
							502.30
41022	KRYSTIN LONGCHAMPS						
		6/12/12/ELECTIONS		6/28/12	70430	100.00	
							100.00
41023	AGOSTINO S. HILL DBA:						
		6/10/12/EQUIPSTICKERS ARB		6/28/12	70432	980.00	
							980.00
41024	MARTIN ROSS & ASSOC.						

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		6/5/12/INMATETRANSP/LCHUR		6/28/12	70492	430.10	
							430.10
41025	SALLY MATHEWS						
		6/12/12/ELECTIONS		6/28/12	70433	100.00	
							100.00
41026	MATTHEW BENDER & CO.,INC.						
		5/31/12/NV CRIM/TRAF/LAWS		6/28/12	70493	931.63	
							931.63
41027	TRUDY L. MCCULLOUGH						
		6/12/12/ELECTIONS		6/28/12	70437	115.00	
							115.00
41028	ERIN MCMURTREY						
		6/25/12/ WAGE		6/28/12	70534	1,503.00	
		6/25/12/MILEAGE		6/28/12	70534	333.00	
		6/25/12/MEALS		6/28/12	70534	264.00	
							2,100.00
41029	MENTAL HEALTH DEV. SERV.						
		6/15/12/TARGETCASES/		6/28/12	70491	1,808.91	
							1,808.91
41030	MIDWAY MARKET						
		MARCH/RAW FOOD/SR CTR		6/28/12	70525	67.82	
		MARCH/RAW FOOD/SR CTR		6/28/12	70525	45.22	
		APRIL/RAW FOOD/SR CTR		6/28/12	70525	148.51	
		APRIL/RAW FOOD/SR CTR		6/28/12	70525	99.01	
		MAY/L/RAW FOOD/SR CTR		6/28/12	70525	103.96	
		MAY/L/RAW FOOD/SR CTR		6/28/12	70525	69.31	
		JULYL/RAW FOOD/SR CTR		6/28/12	70525	52.46	
		JULYL/RAW FOOD/SR CTR		6/28/12	70525	34.98	
							621.27
41031	MILLS ENTERPRISES, INC.						
		5/8/12/ C WILLIAMS		6/28/12	70494	30.34	
		5/9/12/J CASTANEDA		6/28/12	70494	8.99	
		5/15/12/ J WILLER		6/28/12	70494	36.00	
		5/16/12 H WILLIAMS		6/28/12	70494	14.71	
		530/12/C ANDREOZZI		6/28/12	70494	13.51	
							103.55
41032	LINDA MILLS						
		6/12/12/ ELECTIONS		6/28/12	70434	100.00	
							100.00
41033	JONATHON MORRISON						
		6/12/12/ELECTIONS		6/28/12	70435	100.00	
							100.00
41034	SHANE MORRISON						
		6/12/12 ELECTIONS		6/28/12	70436	100.00	
							100.00
41035	DUSTIN MYERS						
		5/25/12 ELECTIONS		6/28/12	70438	109.74	
							109.74
41036	NATIONWIDE DRAFTING &						
		5/3/12/OFF SUPPLIES/TREAS		6/28/12	70439	147.76	
		6/1/12/PAPER/ARGENTA JC		6/28/12	70439	659.70	
							807.46
41037	BART E. NEGRO						
		6/8/12/AMBUL RUNS		6/28/12	70440	120.00	
		6/8/12/AMBUL TRANSP ELKO		6/28/12	70440	150.00	
							270.00

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
41038	NSHD-ENVIRONMENTAL HEALTH						
		6/1/12/FOODPERMIT/SO		6/28/12	70497	166.00	
							166.00
41039	NEVADA HEALTH CENTERS INC						
		5/17/12/ B RAMOS		6/28/12	70442	70.00	
		5/24/12/S MABE		6/28/12	70442	38.00	
		5/24/12/B WILLIAMS		6/28/12	70442	38.00	
		5/24/12/ K GORDON		6/28/12	70442	38.00	
		6/14/12/R MARVEL		6/28/12	70442	38.00	
		5/24/12/N BOUDINOT		6/28/12	70442	38.00	
		5/24/12/ C BISPO		6/28/12	70442	70.00	
		6/14/12/K WILLIAMS		6/28/12	70442	38.00	
							368.00
41040	NEVADA JOHNSON, INC.						
		6/12/12/BBQEXTERIORW/TOP		6/28/12	70441	11,315.00	
							11,315.00
41041	NEVADA STATE HEALTH DIV.						
		VACC/H WILLIAMS		6/28/12	70496	70.00	
		VACC J CASTANEDA		6/28/12	70496	125.00	
		VACC M JOHNSON		6/28/12	70496	125.00	
		VACC R CROWDOG		6/28/12	70496	80.00	
		VACC L SKENANDORA		6/28/12	70496	80.00	
		VACC C STEWARTEMP		6/28/12	70496	25.00	
		VACC S SMITH EMP		6/28/12	70496	55.00	
							560.00
41042	NATIONAL MEDICAL SERV.INC						
		5/31/12/TOXILBURRIS/SO		6/28/12	70498	105.00	
							105.00
41043	NORTH AMERICAN VIDEO, INC						
		6/7/12/MINI DOMES/FA25		6/28/12	70495	2,775.00	
		6/7/12/CLORMINIFOMEFA25		6/28/12	70495	2,220.00	
							4,995.00
41044	NV FOOD DISTRIBUTION PRGM						
		5/9/12/FOOD SR CTR		6/28/12	70526	10.00	
							10.00
41045	NV ST TREASURER						
		5/18/12/AQOPPERMIT/BMAIRP		6/28/12	70508	500.00	
							500.00
41046	NWOP CONSULTING, INC						
		6/18/12/YUCCA MTN PROJ		6/28/12	70446	2,306.37	
							2,306.37
41047	PAIR NETWORKS, INC.						
		6/1/12/DISKUSAGE/ASSESSOR		6/28/12	70444	51.10	
							51.10
41048	PC INTERNET						
		6/15/12/EMAILADDRESS/1YR		6/28/12	70443	1,980.00	
							1,980.00
41049	PERSONNEL EVALUATION, INC						
		5/31/12/PEI//SO		6/28/12	70500	20.00	
							20.00
41050	PHARMCHEM, INC.						
		5/31/12/PATCHANALY/DRGCRT		6/28/12	70445	357.00	
							357.00
41051	GUIDE PUBLISHING GRP. INC						
		6/18/12/BAGSFORPLNS/BLDG		6/28/12	70501	46.61	
							46.61

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
41052	PLAYCRAFT DIRECT INC.						
		5/24/12/PARKEQUIPGANDOLFO		6/28/12	70499	141,318.58	
		5/30/12MULCH ELQPRK/FA41		6/28/12	70499	2,875.00	
		6/21/12 PLY EQUIP/PARKS		6/28/12	70499	2,561.72	
		6/21/12CUSTOMSIGNBELASTPK		6/28/12	70499	2,640.00	
							149,395.30
41053	LAURA L. PLUEMER						
		6/12/12/ELECTIONS		6/28/12	70447	100.00	
		6/12/12/ELECTIONS		6/28/12	70447	100.00	
		6/12/12/ELECTIONS		6/28/12	70447	516.40	
							716.40
41054	POCKET PRESS, INC						
		5/29/12/CRIMLAWS/SO		6/28/12	70502	179.80	
		5/29/12/TRAFFICLAWS/SO		6/28/12	70502	179.80	
							359.60
41055	POWERPLAN						
		6/6/12/TKPRTS/A R&B		6/28/12	70448	66.66	
		6/7/12TRKPRTS/A R&B		6/28/12	70448	52.55	
							119.21
41056	MARGUERITE POWRIE						
		6/12/12/ELECTIONS		6/28/12	70449	100.00	
							100.00
41057	PRINT 'N COPY						
		6/14/12/FSMA QRTLY/		6/28/12	70450	335.00	
							335.00
41058	QUARTERMASTER, INC.						
		5/22/12CERAMICPLTS/SO		6/28/12	70503	372.27	
							372.27
41059	QUILL CORP						
		6/1/12/OFFICESUPP/AJC		6/28/12	70451	125.97	
		6/1/12/OFFICESUPP/AJC		6/28/12	70451	44.99	
		6/1/12/OFFICESUPP/AJC		6/28/12	70451	368.30	
		6/1/12/OFFICESUPP/AJC		6/28/12	70451	95.96	
		6/1/12/OFFICESUPP/AJC		6/28/12	70451	432.83	
		6/1/12/BACKUPS/AJC		6/28/12	70451	359.98	
		6/5/12//SUPPLIES/SPLIT		6/28/12	70451	142.99	
		6/5/12//SUPPLIES/SPLIT		6/28/12	70451	17.45	
		6/5/12//SUPPLIES/SPLIT		6/28/12	70451	108.44	
		6/5/12//SUPPLIES/SPLIT		6/28/12	70451	196.84	
		6/12/12/OFFICE SUPPLIES		6/28/12	70451	135.86	
		6/13/12/OFFICE SUPP/RECDD		6/28/12	70451	205.55	
		6/21/12 SUPP/H NURSE		6/28/12	70533	250.65	
							2,485.81
41060	RADKIDS						
		621/12/1YEAR MEMB RENEWAL		6/28/12	70505	75.00	
							75.00
41061	REDWOOD BIOTECH,INC						
		6/5/12/DRGTESTCUPS/SO		6/28/12	70506	300.00	
		6/5/12/SHIPPING		6/28/12	70506	14.91	
							314.91
41062	RESEARCH AND CONSULTING						
		6/21/12 YMP/DOE		6/28/12	70530	14,701.80	
							14,701.80
41063	RMT EQUIPMENT						
		6/8/12/GLOW PLUGS/GLFCRS		6/28/12	70504	244.84	
		6/14/12/ SPACER/GLF CRS		6/28/12	70504	65.10	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
41064	GUY ROCK						309.94
		6/25/12/ INSPECTIONS		6/28/12	70532	217.00	
							217.00
41065	ROYAL HARDWARE						
		5/4/12/NOZZELS/WASHER/GLF		6/28/12	70452	25.26	
		5/15/12/SUPPLIES/SR CTR		6/28/12	70452	7.19	
		5/15/12/SUPPLIES/SR CTR		6/28/12	70452	4.79	
		5/23/12/ EXT CORD		6/28/12	70452	14.98	
		5/24/12/WALL PLT/SO		6/28/12	70452	7.47	
		5/26/12/BLUBS/SO		6/28/12	70452	11.25	
		CREDIT OVERPAID/RB		6/28/12	70452	3.00-	
		5/31/12/BLUBS/SO		6/28/12	70452	67.50	
							135.44
41066	SHAW ENGINEERING						
		5/31/12/AUSTLONLIESTHWY		6/28/12	70453	255.00	
		5/31/12/ARSENIC/LEGACYBON		6/28/12	70453	975.00	
		5/31/12/GOLDCRKREHABFA16		6/28/12	70453	1,121.00	
		5/31/12/AUST FENCE/FA36		6/28/12	70453	390.00	
		5/31/12/A&K PAVING		6/28/12	70453	1,328.24	
							4,069.24
41067	RICHARD ANDREW OLIVAS						
		6/14/12/VOLLEYBL/HRSPITS		6/28/12	70456	12,010.00	
							12,010.00
41068	SILVER STATE INTERNAT.						
		6/1/12/SEAL/ A R&B		6/28/12	70457	82.79	
		6/4/12/SEAL/ A R&B		6/28/12	70457	47.45	
							130.24
41069	DESMOND SKEATH						
		PARKS/CONT PYMT		6/28/12	70454	1,191.50	
							1,191.50
41070	SANDI SMITH						
		3/13-3/16-4/30		6/28/12	70527	9.14	
		3/13-3/16/4/30		6/28/12	70527	6.09	
		2/3/12		6/28/12	70527	5.07	
		REIMB SUPPLIES/SR CTR		6/28/12	70527	5.57	
		REIMB SUPP DOLLARSTORE		6/28/12	70527	3.71	
							29.58
41071	SRK CONSULTING,INC						
		6/2/12/WELLMONITORING/LND		6/28/12	70458	2,739.10	
							2,739.10
41072	ST OF NEVADA						
		5/25/12/DOITREMOTACCESS		6/28/12	70509	4.36	
							4.36
41073	STAKER & PARSON CO.						
		6/7/12/COLDMIXASPHLTAR&B		6/28/12	70459	1,613.14	
							1,613.14
41074	STREICHER'S, INC.						
		5/21/12/MAGGLOCKS/SO		6/28/12	70510	67.74	
							67.74
41075	SADIE SULLIVAN						
		6/14/12/TRVLWINNFORSUPP		6/28/12	70507	58.83	
							58.83
41076	SWEENEY CONSTRUCTION						
		6/21/12LAB/MAT/SIDEWALK		6/28/12	70517	986.25	
		6/21/12/LABOREQUIPREMOVED		6/28/12	70517	5,200.00	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
41077	SYSCO						6,186.25
		5/3/12/FOOD SR CTR		6/28/12	70529	19.80	
		5/3/12/FOOD SR CTR		6/28/12	70529	13.20	
		5/23/12/FOOD		6/28/12	70529	272.43	
		5/23/12/FOOD		6/28/12	70529	181.62	
		5/30/12/RAW FOOD/SR CTR		6/28/12	70529	302.54	
		5/30/12/RAW FOOD/SR CTR		6/28/12	70529	201.69	
		5/30/12/SUPPLIES/SR CTR		6/28/12	70529	83.69	
		5/30/12/SUPPLIES/SR CTR		6/28/12	70529	55.80	
		6/16/12/FOOD SR CT		6/28/12	70529	409.81	
		6/16/12/FOOD SR CT		6/28/12	70529	273.20	
		6/8/12//SUPPLIES		6/28/12	70529	22.12	
		6/8/12//SUPPLIES		6/28/12	70529	14.74	
		6/13/12/FOOD		6/28/12	70529	356.92	
		6/13/12/FOOD		6/28/12	70529	237.94	
		6/13/12/SUPPLIES		6/28/12	70529	34.94	
		6/13/12/SUPPLIES		6/28/12	70529	23.29	
		6/15/12/FOOD SR CT		6/28/12	70529	62.31	
		6/15/12/FOOD SR CT		6/28/12	70529	41.54	
41078	SYSCO FOOD SERVICES						2,607.58
		5/10/12/FOOD SR CTR		6/28/12	70528	365.33	
		5/10/12/FOOD SR CTR		6/28/12	70528	103.50	
		5/10/12/FOOD SR CTR		6/28/12	70528	49.19	
		5/17/12/FOOD SR CTR		6/28/12	70528	353.43	
		5/17/12/FOOD SR CTR		6/28/12	70528	162.08	
		5/17/12/FOOD SR CTR		6/28/12	70528	49.19	
		5/24/12/		6/28/12	70528	44.19	
		5/24/12/FOOD SR CTR		6/28/12	70528	26.40	
		5/31/12/FOOD SR CTR		6/28/12	70528	167.76	
		5/31/12/FOOD SR CTR		6/28/12	70528	27.79	
		6/7/12//FOOD SR CTR		6/28/12	70528	168.66	
		6/14/12/FOOD SR CTR		6/28/12	70528	294.92	
41079	T & M LAWN CARE						1,812.44
		PARKS MAINTENANCE		6/28/12	70462	7,550.88	
41080	LIZ TANNER						7,550.88
		6/12/12/ ELECTIONS		6/28/12	70463	100.00	
41081	THE IDAHO STATESMAN,LLC						100.00
		6/16/12/SAFETYMANGR ADV		6/28/12	70421	594.90	
41082	THE SIDWELL COMPANY						594.90
		4/18/12/WEBHOSTING/ASSESE		6/28/12	70455	7,985.00	
41083	THOMSON WEST						7,985.00
		6/1/12/MAY31INFO/DA		6/28/12	70460	1,168.57	
41084	TIRE FACTORY						1,168.57
		5/31/12/EX21094FLT/R&B		6/28/12	70464	374.43	
		66/7/12/81CHEVYPIERCE		6/28/12	70464	126.10	
		6/8/12/SERVC TOY/ AJC		6/28/12	70464	155.70	
		5/31/12REPR UNIT 28		6/28/12	70464	822.56	
		5/31/12/UNIT 18		6/28/12	70464	79.90	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		5/25/12/UNIT 29		6/28/12	70464	292.03	
		5/28/12/UNIT29		6/28/12	70464	171.57	
		5/31/12/UNIT 18		6/28/12	70464	317.60	
		5/31/12/UNIT 29		6/28/12	70464	125.70	
		6/11/12/SERCVCALL AMBUL		6/28/12	70464	85.00	
		6/11/12/TIRES/SERVAMBUL		6/28/12	70464	1,158.12	
							3,708.71
41085	MICKY TOLBERT						
		6/12/12/ELECTIONS		6/28/12	70461	632.59	
		6/12/12/ELECTIONS		6/28/12	70461	115.00	
							747.59
41086	CODY UNGER						
		6/8/12/AMBULRUNS/		6/28/12	70466	30.00	
							30.00
41087	UNION PACIFIC RAILROAD						
		6/7/12/LS RENTPARK		6/28/12	70467	500.00	
							500.00
41088	UNIVERSITY OF NEVADA RENO						
		6/5/12/FLAGGERSCHOOLAR&B		6/28/12	70468	110.00	
							110.00
41089	USA BLUE BOOK						
		6/4/12/HYDRNTWRENCH.BATT		6/28/12	70465	204.32	
		6/8/12/HYD WRENCH/SEWER		6/28/12	70465	70.34	
							274.66
41090	KEITH WESTENGARD						
		6/20/12/CONT SERVC		6/28/12	70475	3,913.05	
							3,913.05
41091	WESTERN NEVADA SUPPLY CO						
		5/25/12/MISC PARTS/A R&B		6/28/12	70470	403.83	
		6/15/12/WIRE/GLF CRS		6/28/12	70470	700.00	
		6/6/12/FIBRWASHER/SEWER		6/28/12	70470	111.00	
		6/1/12/SAF FLO PRTS/SEWER		6/28/12	70470	466.00	
							1,680.83
41092	WESTERN NV KENWORTH, LLC						
		6/1/2/AIRGOVENOR AR&B		6/28/12	70469	35.49	
		5/18/12/SLAKADJTR/A R&B		6/28/12	70469	97.24	
							132.73
41093	FRANK WHITMAN						
		6/8/12/ MTNG ELY/CNWA		6/28/12	70471	163.17	
							163.17
41094	JASON L. WILLIAMS						
		6/8/12/AMBULRUNS		6/28/12	70472	15.00	
							15.00
41095	RAY H. WILLIAMS JR.						
		6/8/12/ELY		6/28/12	70473	158.73	
							158.73
41096	WINNEMUCCA PUB. CO., INC.						
		6/6/12/JOB ADV/		6/28/12	70474	262.89	
		5/2/12/COMMCLNUPADV/R&B		6/28/12	70474	180.00	
							442.89
	CHECKS TOTAL						411,809.47

ROGENE HILL
Lander County Finance Director

ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION	DATE
Chairman	6/28/12
Commissioner	6-28-12
Commissioner	6/28/12
Commissioner	6/28/12
Commissioner	

LANDER COUNTY COMMISSION MEETING

June 28, 2012

APPROVE / DISAPPROVE
SUBMITTED EXPENDITURES IN THE AMOUNT OF $ 411809.47
From Check #40953 thru #41096

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

COUNTY OF LANDER

SHAW ENGINEERING

DATE	INVOICE	AMOUNT	REMARKS
06/13/12	5311013.00G	1,977.53	5/31/12/BM PAVING PROJ

CHECK NO 40937 $1,977.53 **

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 040937

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

SHAW ENGINEERING

DATE	CHECK NO.	AMOUNT
06/14/12 **VOID**	40937 **VOID**	$1,977.53 **VOID**

VOID*****1,977DOLLARS AND53CENTS***

SHAW ENGINEERING
20 VINE STREET

RENO NV 89503

Void

NON-NEGOTIABLE

TOTAL $1,977.53

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

Authorized Signature

6/12/12
Date

COUNTY COMMISSION APPROVAL

Chairman

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JUN 13 2012
L.C. FINANCE

J-U-B ENGINEERS, INC.

COUNTY OF LANDER

DATE	INVOICE	AMOUNT	REMARKS
06/13/12	75659	578.34	5/8/12/BM GES 2012

CHECK NO 40928 $578.34 **

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 040928

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

J-U-B ENGINEERS, INC.

DATE	CHECK NO.	AMOUNT
06/14/12 **VOID**	40928 **VOID**	$578.34 **VOID**

VOID*******578DOLLARS AND34CENTS***

J-U-B ENGINEERS, INC.
2875 S. DECKER LAKE DR.
SUITE 575
SALT LAKE CITY UT 84119

VOID

NON-NEGOTIABLE

TOTAL $578.34

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

R. Hill
Authorized Signature

6/12/12
Date

COUNTY COMMISSION APPROVAL

Stanley Stevens
Chairman

Bill
David R. Mason
Ray H. Williams

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JUN 13 2012
L.C. FINANCE

COUNTY OF LANDER

WELLS FARGO REMITTANCE CT

DATE	INVOICE	AMOUNT	REMARKS
06/13/12	HARRAHS RENO	93.88	5/4/12/TRVLTRNGCINDY/JANE
06/13/12	LAS VEGAS REV/	316.00	5/22/12ADV SAFTEY
06/13/12	MAY HUGHES NET	59.99	6/3/12/INTERNET A AMBUL
06/13/12	MAY/2012 ON STAR	18.95	5/8/12/COMM ON STAR
06/13/12	SUPER 8 BM	544.24	5/20-24/12 ERIN ASSESSOR

CHECK NO 40942 $1,033.06 **

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 040942

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

WELLS FARGO REMITTANCE CT

DATE	CHECK NO.	AMOUNT
06/14/12 **VOID**	40942 **VOID**	$1,033.06 **VOID**

VOID*****1,033DOLLARS AND06CENTS***

WELLS FARGO REMITTANCE CT
P.O. BOX 6415

CAROL STREAM IL 60197-6415

NON-NEGOTIABLE

purposes

Authorized Signature 6/12/12

RECEIVED
JUN 13 2012
L.C. FINANCE

INDEPENDENT APPRAISER AGREEMENT

This INDEPENDENT APPRAISER AGREEMENT, hereinafter referred to as "Agreement" is made by and between the Lander County Assessor, hereinafter referred to as ("ASSESSOR"), and Erin McMurtrey, an individual, hereinafter referred to as ("MCMURTREY").

RECITALS

WHEREAS, MCMURTREY desires to provide professional services for a professional fee in connection providing appraisal services as an Independent Contractor for ASSESSOR; and

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

TERMS AND CONDITIONS

1. Purpose: MCMURTREY shall, subject to all terms, conditions, and limitations specified hereinafter, perform the professional appraisal services as an Independent Contractor for ASSESSOR to complete the field work needed for Lander County's Open Roll.

2. Term: This Agreement shall remain in effect from May 14, 2012 to the June 30, 2012. This term shall be subject to earlier termination as hereafter provided.

3. Payment: MCMURTREY shall work four (4) days per week and ASSESSOR shall pay MCMURTREY eighteen ($18.00) per hour. MCMURTREY shall receive compensation for her motel accommodations, food and mileage at the rate allowed by Lander County in the process of carrying out the services set forth in this Agreement. MCMURTREY shall submit weekly statements of services rendered and reimbursable expenses, and ASSESSOR shall provide prompt payment to MCMURTREY, not to exceed thirty (30) days of receipt of weekly statement.

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

5. Independent Contractor: MCMURTREY is associated with ASSESSOR and Lander County only for the purposes and to the extent specified in this Agreement, and in respect

to performance of the contracted services pursuant to this Agreement, MCMURTREY is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement 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 ASSESSOR and Lander County whatsoever with respect to the indebtedness, liabilities, and obligations of MCMURTREY or any other party. MCMURTREY shall be solely responsible for, and ASSESSOR and Lander County shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either MCMURTREY or Lander County to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by Lander County. MCMURTREY shall indemnify and hold ASSESSOR and Lander County harmless from, and defend ASSESSOR and Lander County against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither MCMURTREY nor his or her employees, agents, nor representatives, shall be considered employees, agents, or representatives of Lander County.

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. ASSESSOR and MCMURTREY may agree in writing to terminate this Agreement at any time; or this Agreement shall terminate before the full term if MCMURTREY completes the appraisals before the end of the term of this Agreement.

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:

MCMURTREY:	ASSESSOR:
ERIN MCMURTREY	LANDER COUNTY ASSESSOR
Post Office Box 322	315 South Humboldt Street

Notus, Idaho 83656 Battle Mountain, Nevada 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 ASSESSOR.

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 Sixth 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 ASSESSOR 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 ASSESSOR 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 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 Agreement 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:

ASSESSOR

By: Lura Duvall
LURA DUVALL, Lander County Assessor

Date: 5-14-12

MCMURTREY

By: Erin McMurtrey
ERIN MCMURTREY

Date: 05/14/12

10586-99

LANDER COUNTY VOUCHER

Pay To: Wells Fargo Remittance Center
Address P.O. Box 23003
Columbus, GA 31902-3003

VENDOR #	**4606**
FUND	Split
DEPT	
EXPENSE	

Invoice No.	Invoice Description	Dept #	Expense Acct #	Amount
acct	**5569190000626458**			
May /2012	Onstar Subscription/Commissioners	001-001	53920	$ 18.95
06/13/12	Hughes Net may	001-016-	53920	$ 59.99
5/4-5/7/12	Harrahs Reno	001-007	53940	$ 93.88
5/17-21/12	Super 8 Hotel/assessor office Erin	001-006	53940	$ 272.12
05/22/12	LV Rev Journal/ safety adv	001-005	53020	$ 316.00
5/20-24/12	Super 8 Hotel/assessor office Erin	001-006	53920	$ 272.12
			TOTAL	**$ 1,033.06**

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

Authorized Signature 6/12/12

COUNTY COMMISSION APPROVAL

Chairman

RECEIVED
JUN 13 2012
L.C. FINANCE

WELLS FARGO

For 24-Hour Customer Service Call: 1-800-231-5511

WELLS FARGO® BUSINESS ELITE CARD

Prepared For	ROGENE HILL
Account Number	5569 1900 0062 6458
Statement Closing Date	06/05/12
Credit Line	$5,000
Available Credit	$3,821

Send Inquiries To:
WF BUSINESS DIRECT P.O. BOX 29482 PHOENIX, AZ 85038-8650
Send Payments To:
PAYMENT REMITTANCE CENTER PO BOX 6415 CAROL STREAM, IL 60197-6415

Account Summary

Previous Balance	$646.90
- Credits	$0.00
- Payments	$646.90
+ Purchases & Other Charges	$1,033.06
+ Cash Advances	$0.00
+ FINANCE CHARGE	**$0.00**
= New Balance	$1,033.06

Payment Information

New Balance	$1,033.06
Current Payment Due	$500.00
Current Payment Due Date	07/02/12

For your records:

Amount Paid:
$

Check Number:

Date Paid:

Rate Information

IF YOU WISH TO PAYOFF YOUR BALANCE IN FULL;
THE BALANCE NOTED ON YOUR STATEMENT IS NOT THE PAY OFF AMOUNT. PLEASE CALL 800-231-5511 FOR PAYOFF INFORMATION.
YOUR RATE MAY VARY ACCORDING TO THE TERMS OF YOUR AGREEMENT

Type of Balance	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	3.250%	.00890%	$0.00	$0.00	$0.00	$0.00
CASH ADVANCES	3.250%	.00890%	$0.00	$0.00	$0.00	$0.00
TOTAL				$0.00	$0.00	$0.00

Days In Billing Cycle 32

Transactions

Trans	*Post*	*Reference Number*	*Description*	*Credits*	*Charges*
05/16	05/16	8556939GS0A8WRTJG	BRANCH PAYMENT CHECK REF# DZEXHQ4NQM TOTAL 5569190000626458 $646.90-	646.90	
05/04	05/05	5546029GE3F02HD2K	QUIZNOS SUB QPS RENO NV		20.75
05/04	05/05	5544641GE2LSZPQ56	JACK IN THE BOX #73QPS FERNLEY NV		12.80
05/04	05/05	5554186GE03RV91GF	HARRAHS RENO RENO NV FOLIO #000005569		47.67
05/04	05/05	5554186GE03RV91GP	HARRAHS RENO RENO NV FOLIO #000005569		2.00
05/04	05/05	5554186GE03RV96FB	HARRAH'S RENO STARBUCK RENO NV		10.66
05/08	05/08	5543286GH00E1FEGH	ONSTAR 888-4ONSTAR MI		18.95
05/17	05/17	2524780GW00F5DF15	SUPER 8 BATTLE MOUNTAI BATTLE MOUNTA NV FOLIO #130		272.12
05/22	05/22	8545079H03DWMPJSK	LV REV JOURNAL-STEPHEN LAS VEGAS NV		316.00
05/24	05/24	2524780H300LYE1EN	SUPER 8 BATTLE MOUNTAI BATTLE MOUNTA NV FOLIO #226		272.12
06/03	06/03	5543286HB00J1PA80	HNS*HUGHESNET.COM 866-347-3292 MD LANDER COUNTY TOTAL 5569195000543306 $1,033.06		59.99

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JUN 13 2012
L.C. FINANCE

See reverse side for important information.

WELLS FARGO

For 24-Hour Customer Service Call: 1-800-231-5511

WELLS FARGO® BUSINESS ELITE CARD

MasterCard

SUB ACCOUNT MEMO STATEMENT

Prepared For	LANDER COUNTY
Sub Account Number	5569 1950 0054 3306
Statement Closing Date	06/05/12
Monthly Spending Limit*	$5,000

Send Inquiries To:
WF BUSINESS DIRECT P.O. BOX 29482 PHOENIX, AZ 85038-8650

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

Sub Account Summary

+	Purchases and Other charges	$1,033.06
+	Cash Advances	$0.00
-	Credits	$0.00
	Statement Total	**$1,033.06**

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

Sub Account Transactions

Trans	*Post*	*Reference Number*	*Description*	*Credits*	*Charges*
05/04	05/06	5544641GE2LSZPQ56	JACK IN THE BOX #73QPS FERNLEY NV		12.80
05/04	05/06	5546029GE3F02HD2K	QUIZNOS SUB QPS RENO NV		20.75
05/04	05/07	5554186GE03RV91GF	HARRAHS RENO RENO NV		47.67
05/04	05/07	5554186GE03RV91GP	HARRAHS RENO RENO NV		2.00
05/04	05/07	5554186GE03RV96FB	HARRAH'S RENO STARBUCK RENO NV		10.66
05/08	05/09	5543286GH00E1FEGH	ONSTAR 888-4ONSTAR MI		18.95
05/17	05/21	2524780GW00F5DF15	SUPER 8 BATTLE MOUNTAI BATTLE MOUNTANV		272.12
05/22	05/24	8545079H03DWMPJSK	LV REV JOURNAL-STEPHEN LAS VEGAS NV		316.00
05/24	05/28	2524780H300LYE1EN	SUPER 8 BATTLE MOUNTAI BATTLE MOUNTANV		272.12
06/03	06/04	5543286HB00J1PA80	HNS*HUGHESNET.COM 866-347-3292 MD		59.99
06/05	06/05	000000000000COMPC	TOTAL PURCHASES		$1,033.06
			TOTAL		$1,033.06

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

RECEIVED
JUN 12 2012
C. FINANCE

See reverse side for important information.

5596 0010 YTG 1 7 3 120605 0 PAGE 1 of 1 1 0 8914 1900 ELAG O1DR5596 250

219 North Center St
Reno, NV 89501
(775) 786-3232

Name: JANE BIANCHI
Address: PO BOX 954
BATTLE MOUNTAIN NV 89820

Convention Code:

Room: WS1405
Arrive: 5/03/12
Depart: 5/04/12
Persons: 1
Deposit Amt:
Reservation ID: 409813803142
Guest Folio ID: 410315535371

DATE	REFERENCE	DESCRIPTION	TKT#	S	AMOUNT
5/03/12	410319000222	RSCVA SURCHARGE	WS 1405		2.00
		RSCVA CAPITOL SURCHARGE			
5/03/12	410319001311	ROOM CHARGE WS 1405	WS 1405		55.00
		TAX			7.43
5/03/12	410315535372	ADVANCE DEPOSIT			62.43-
		**********3306			
5/03/12	410315537318	HASH HOUSE A GO GO (LSD)387			45.67
		1405BI XP:REN8381225			
5/04/12	410325547031	FD - M/C			47.67-
		**********3306			

C/O CASHIER RUBY JEAN

HASH HOUSE A GO GO
HARRAHS-RENO

107021 DARALIE 4

TBL L3/1 CHK 387 GST 2
MAY03'12 8:00PM

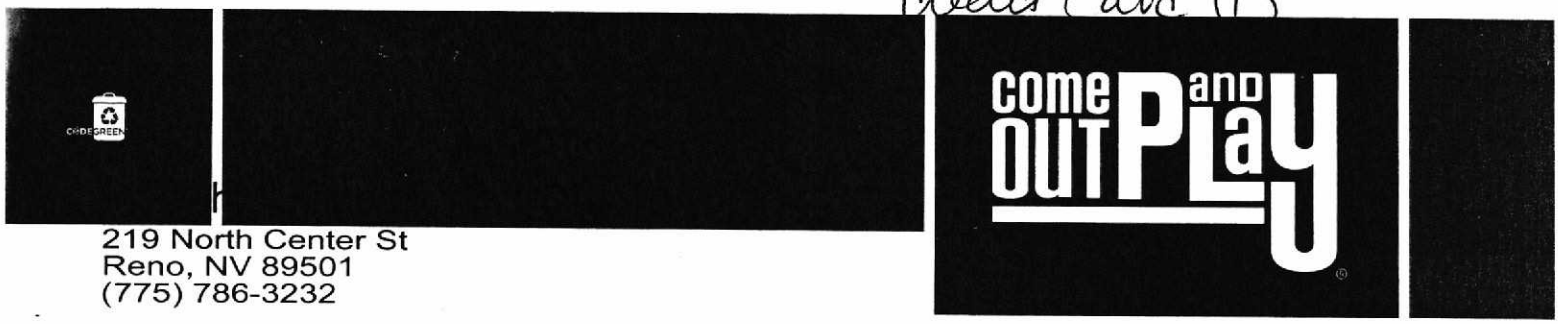
2 WA	0.00
1 MEATLOAF	17.95
1 MEATLOAF PASTA	17.95
Food	35.90
Service Charge	7.00
Tax	2.77
Total Paid	45.67
$ CHARGE TIP	7.00
1405	
BIANCHI,JANE	
ROOM CHARGE	45.67

--107021 CLOSED MAY03 8:59PM---

County Card
Cindy Beason
Jane Bianchi

Credit Card (1)

[redacted]



219 North Center St
Reno, NV 89501
(775) 786-3232

Name: CINDY BENSON
Address: 1945 MACKENZIE CT
BATTLE MTN NV 89820

Convention Code:

Room: ES1452
Arrive: 4/17/12
Depart: 4/18/12
Persons: 1
Deposit Amt:
Reservation ID: 409813802993
Guest Folio ID: 410154975232

DATE	REFERENCE	DESCRIPTION	TKT#	S	AMOUNT
4/17/12	410159000146	RSCVA SURCHARGE RSCVA CAPITOL SURCHARGE	ES 1452		2.00
4/17/12	410159000147	CALL CENTER RES FEE CALL CENTER PROCESSING FE			5.68
4/17/12	410159000733	ROOM CHARGE ES 1452	ES 1452		55.00
		TAX			7.43
4/17/12	410154975233	ADVANCE DEPOSIT **********3306			62.43-
4/18/12	410164989336	FD - VISA **********3069			7.68-

DATE	REFERENCE	DESCRIPTION	TKT#	S	AMOUNT
		TOTAL			.00

C/O CASHIER ALBERTO

Harrah's THE GUEST

Arrival Date:
Room No.:
Departure Date:
Signature: _____

Harrah's THE GUEST

Arrival Date:
Room No.:
Departure Date:
Signature: _____

Credit Card

[redacted]

come and OUT PLAY



219 North Center St
Reno, NV 89501
(775) 786-3232

Name: CINDY BENSON
Address: 1945 MACKENZIE CT
BATTLE MTN NV 89820

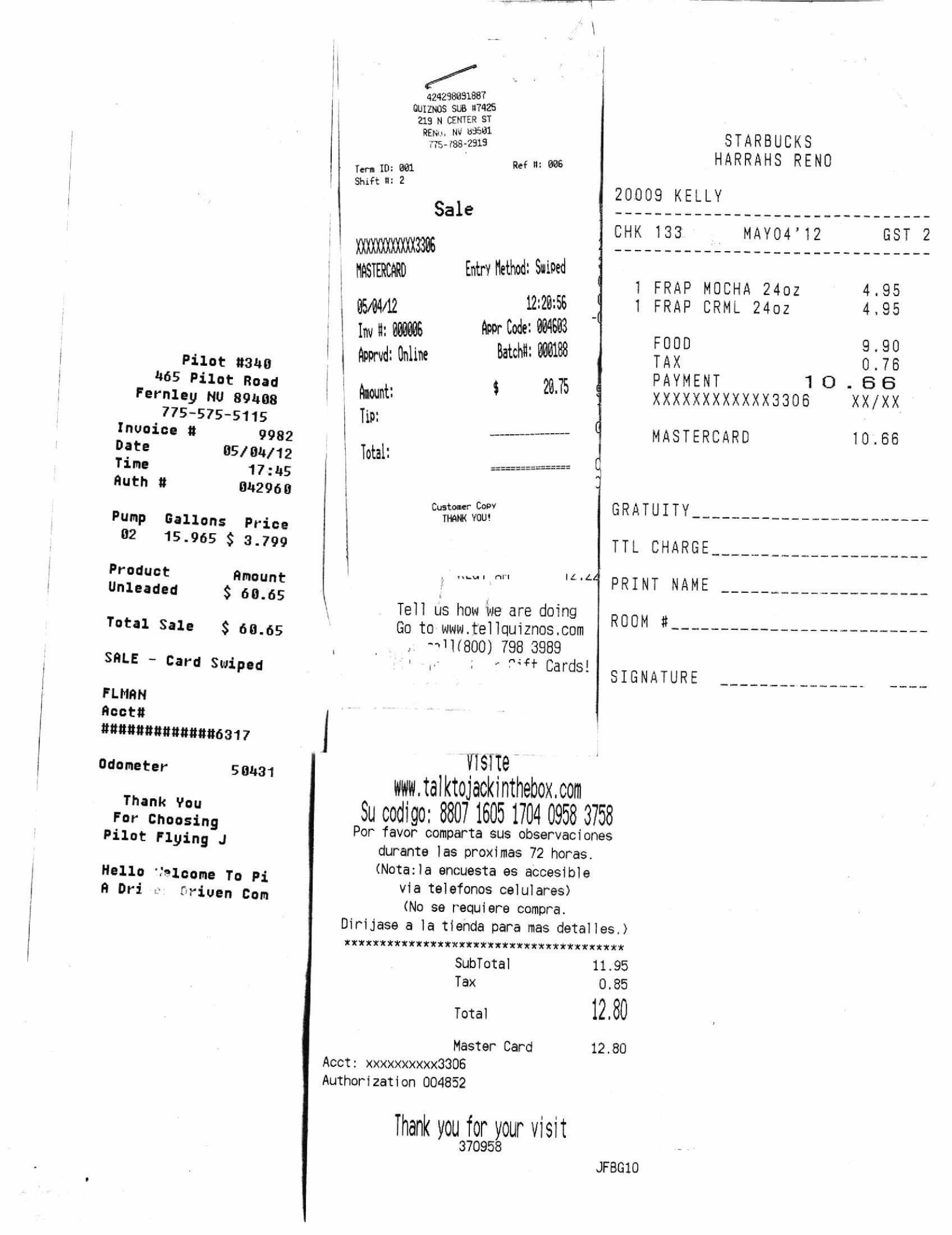
Convention Code:

Room: WS1418
Arrive: 5/03/12
Depart: 5/04/12
Persons: 1
Deposit Amt:
Reservation ID: 409813803084
Guest Folio ID: 410315535402

DATE	REFERENCE	DESCRIPTION	TKT#	S	AMOUNT
5/03/12	410319000221	RSCVA SURCHARGE RSCVA CAPITOL SURCHARGE	WS 1418		2.00
5/03/12	410319001320	ROOM CHARGE WS 1418	WS 1418		55.00
		TAX			7.43
5/03/12	410315535403	ADVANCE DEPOSIT **********3306			62.43-
5/04/12	410325547034	FD - M/C **********3306			2.00-

DATE	REFERENCE	DESCRIPTION	TKT#	S	AMOUNT
		TOTAL			.00

C/O CASHIER RUBY JEAN



Pilot #340
465 Pilot Road
Fernley NV 89408
775-575-5115
Invoice # 9982
Date 05/04/12
Time 17:45
Auth # 042960

Pump Gallons Price
02 15.965 $ 3.799

Product Amount
Unleaded $ 60.65

Total Sale $ 60.65

SALE - Card Swiped

FLMAN
Acct#
############6317

Odometer 50431

Thank You
For Choosing
Pilot Flying J

Hello Welcome To Pi
A Dri Driven Com

424298091887
QUIZNOS SUB #7425
219 N CENTER ST
RENO, NV 89501
775-788-2919

Term ID: 001 Ref #: 006
Shift #: 2

Sale

XXXXXXXXXXX3306
MASTERCARD Entry Method: Swiped

05/04/12 12:20:56
Inv #: 000006 Appr Code: 004603
Apprvd: Online Batch#: 000188

Amount: $ 20.75
Tip: _____
Total: ==========

Customer Copy
THANK YOU!

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STARBUCKS
HARRAHS RENO

20009 KELLY

CHK 133 MAY04'12 GST 2

1 FRAP MOCHA 24oz 4.95
1 FRAP CRML 24oz 4.95

FOOD 9.90
TAX 0.76
PAYMENT 10.66
XXXXXXXXXXXX3306 XX/XX

MASTERCARD 10.66

GRATUITY_____

TTL CHARGE_____

PRINT NAME _____

ROOM #_____

SIGNATURE _____

Visite
www.talktojackinthebox.com
Su codigo: 8807 1605 1704 0958 3758
Por favor comparta sus observaciones
durante las proximas 72 horas.
(Nota:la encuesta es accesible
via telefonos celulares)
(No se requiere compra.
Dirijase a la tienda para mas detalles.)
****

SubTotal 11.95
Tax 0.85
Total 12.80

Master Card 12.80
Acct: xxxxxxxxx3306
Authorization 004852

Thank you for your visit
370958

JFBG10

Lorman Education Services
Dept. 5382, PO Box 2933
Milwaukee, WI 53201-2933
866-352-9539

Thank you for your order. We appreciate your business.

Your confirmation number is **502960**. We encourage you to contact us if you have any questions.

Printable Order Confirmation

Purchase Confirmation

Quantity	Product	Type	Price	Subtotal
2	Reno, NV May 4, 2012 IRS Form 1099 Reporting: What You Need to Know	Seminar Registration	$319.00	$638.00
1	Multiple Attendee - 386340	Discount	-$200.00	-$200.00
		Subtotal		$438.00
		Shipping		$0.00
		Total		$438.00

Confirmation #502960

March 14, 2012

Billing Information

Lander County Finance
Cindy Benson
315 So. Humboldt St
Battle Mountain, NV 89820
Phone: 775-635-2573
Fax: 775-635-5332

Shipping Information

Same as billing.
Phone:
Fax: n/a

Payment

Master Card
Lander County
**********3306

Attendees

IRS Form 1099 Reporting: What You Need to Know May 4, 2012

Cindy Benson
Payroll
cbenson@landercountynv.org

Jane Bianchi
Accounts Payable/Purchasing
jbianchi@landercountynv.org

Substitute registrants are welcome and may be named at any time. If you cancel six or more business days in advance, you will receive a full refund, less a $20.00 service charge per attendee ($30.00 for Canadian registrations). If you cancel within five business days you are not entitled to a cash refund. However, as a courtesy, we will allow you to apply your payment toward a future seminar within one year from the date you cancel. Your payment is transferable. Please note that if you do not attend and you do not cancel as described above, you are responsible for the entire payment.

For Arkansas Cancellation Policy please visit
http://www.lorman.com/contact/arkansas_cancellation_policy.php
For more information regarding administrative policies or to make suggestions, please contact our offices at .

Seminar ID: 386340 Priority Code: 22842

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LORMAN EDUCATION SERVICES

Accounts Payable Manager
County Of Lander
315 S Humboldt St
Battle Mtn, NV 89820-1982

000027 27

00052416

Dear Accounts Payable Manager,

I recognize, as I am sure you do, that in today's competitive business environment, ongoing education is not only valuable, it is necessary. This is why I am pleased to inform you of the **IRS Form 1099 Reporting: What You Need to Know** seminar coming to **Reno** on May 04, 2012.

Attendees tell me that a seminar is more than worth their while if they take away at least one actionable idea. I know that by attending this seminar you will walk away with several ideas to make you and your business better.

Here is just one comment from a Lorman seminar attendee:

"This seminar provided me with a knowledge base that will really help me expand my practice and further assist my clients."
— Joseph F. Wallace

It is this type of feedback that is exciting to hear as we put together seminars that help you succeed. We have kept business professionals like you at the forefront of their respected disciplines for more than 20 years. Our success depends on your success.

I hope you enjoy the seminar!

All the best,

Joseph Kiefer
Chief Operations Officer

P.S. Included with this letter you will find the latest seminar information and registration form for the upcoming IRS Form 1099 Reporting: What You Need to Know seminar in Reno, Nevada, on May 04, 2012.

Please act now while space is available. Call today toll-free at **1-866-352-9539** from 7:00 a.m. to 5:30 p.m. (Central) or visit www.lorman.com.

IRS Form 1099 Reporting:
What You Need to Know

Reno, NV • May 4, 2012 • ID# 386340



Special Offer!
Bring a Colleague – Save $200

The 1099 forms are confusing ... can you afford to only grasp the basics?

Independent contractors save your business money, but increasing IRS scrutiny can put you at risk. Fail to meet *all* the 1099 filing requirements and you may land in a hotbed of penalties. With a maze of 1099 forms and confusing and ever-changing IRS reporting guidelines, mastering the 1099 can be a daunting task for any business.

Attend this informative seminar and sharpen your 1099 savvy. Develop better, more accurate reporting skills – keep your business audit-ready and in compliance. Determine a worker's status without hesitation – every time – and stay current and in the clear.

Benefits for you

- Increase your filing savvy and avoid late filing and failure to file penalties
- Walk through the 1099 series of forms with ease – know which form you need to use
- Survive 1099 reporting in lawsuits and settlements – learn what's taxable and what's not
- Navigate payments to non-U.S. individuals with confidence

Faculty

Jason Bullard, CPA, *The Bullard Macy Group*
Mark Robertson, CPA, *Mark Robertson, CPA*
Richard Schettler, CPA, *The Bullard Macy Group*
David E. Silva, CPA, *The Bullard Macy Group*
For more information about our speakers, go to www.lorman.com/ID386340.

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8:00 AM – 8:30 AM Registration

8:30 AM – 9:00 AM Overview of the IRS 1099 Forms Series and Compliance
— *David E. Silva, CPA*
- 1099 Filing Requirements
- Purpose of Form 1099 Reporting
- Deadlines for Providing and Filing Form 1099
- Penalties for Failure to Comply; IRS B Notices and Proposed Penalty Notices for Form 1099 Errors
- Consequence of Errors With Inaccurate Names and TINs

9:00 AM – 10:00 AM Preparing and Filing Form 1099
— *Mark Robertson, CPA*
- Preparation of Various Forms 1099 (Which to Use)
  - 1099-B, 1099-Div, 1099-INT, 1099-Misc, 1099-OID, 1099-R, 1099-K for 2011 (New), Form 1096
  - How to File: Electronic vs. Paper – Fire
  - Proper Procedures for Correcting
  - IRS Form for Claiming 30-Day Extension of Your Filing Date

10:00 AM – 10:10 AM Break

10:10 AM – 11:00 AM Common Misconceptions and Incorrect Usage of 1099s
— *Jason Bullard, CPA*
- Employee and Officers Fringe Benefits
- Auto Allowance; Domestic Employees
- Bonuses; Casual Labor

11:00 AM – 11:30 AM Form 1099 Reporting in Lawsuits and Settlements
— *Mark Robertson, CPA*
- Taxable vs. Nontaxable Settlements
- Payments to Attorneys; Importance of Allocations in Settlement Agreements

11:30 AM – 12:00 PM Payments to Non-U.S. Citizens
— *Richard Schettler, CPA*
- U.S. Information Reporting
- Exceptions and Exemptions
- When Withholding Is Required; Effects of Treaties

12:00 PM – 1:00 PM Lunch (On Your Own)

1:00 PM – 1:30 PM Upcoming Changes and Common Errors
— *Jason Bullard, CPA*
- 2011 and 2012 Changes
- Common Errors and Corrections

1:30 PM – 2:30 PM Backup Withholding and 1099 Reporting Requirements
— *David E. Silva, CPA*
- Backup Withholding Procedures
- Separate Filing and Combined Federal and State Filing

2:30 PM – 2:40 PM Break

2:40 PM – 4:00 PM Employee vs. Independent Contractor
— *Jason Bullard, CPA, Richard Schettler, CPA and David E. Silva, CPA*
- Form 1099 vs. W-2
- Nontax Considerations; 20 Common-Law Factors
- Behavior and Financial Control
- Understanding of the Parties; Statutory and Nonstatutory Employees; Definitions and Examples
- Penalties for Failure to Properly Classify Workers
- Failure to File Employment and Information Returns
- Failure to Pay; Fraud
- Statutory Relief; IRC Section 3509
- Mitigation Where Employee Paid Tax

4:00 PM – 4:30 PM Miscellaneous Issues
— *Mark Robertson, CPA*
- Rental Income and Foreign Owners
- Clergy Reporting
- New Form 1099-C Regulations
- Qualified Tuition and Student Loan Reporting
- Payment by P-Card
- Original Issue Discount
- Cancellation of Debt
- 1099 vs. Form 1042-S

00052416

Jane Bianchi <jbianchi@landercountynv.org>

Harrah's Reno Reservation Confirmation # WYZ44

1 message

Harrah's Reno <emails@em.harrahs-notifications.com> **Wed, Mar 14, 2012 at 11:03 AM**
Reply-To: Harrah's Reno <emails@em.harrahs-notifications.com>
To: jbianchi@landercountynv.org

View this email with images.

CAESARS RESERVATIONS TOTAL REWARDS CASINO LOCATOR DEALS RESPONSIBLE GAMING

Harrah's HOTEL CONFIRMATION

RESERVATION CONFIRMATION

This is an automatically generated e-mail. Please DO NOT REPLY to this e-mail.

Dear Jane Bianchi,

Thank you for choosing Harrah's Reno. Your confirmation number and reservation details are below.

Please keep this page for your records. **Confirmation Number: WYZ44**

The Spa at Harrah's Reno offers a number of package treatments that refresh the mind, body and soul! Be sure to check out Sammy's Showroom for the latest and most exciting production shows to make a stop in Reno!

Shop the Total Rewards Marketplace and earn 1 Reward Credit for every $1 you spend.
You can now earn Reward Credits while shopping at hundreds of your favorite online retailers at the Total Rewards Marketplace. Use your Total Rewards Visa® card and earn 2 Reward Credits for every $1 you spend! Apply for the Total Rewards Visa® card today and receive 2,500 Bonus Reward Credits® after making your first transaction with your new card. Apply now or call 1-866-438-6262 and mention priority code UABJP2.

Harrah's Reno



219 North Center Street
Reno, NV 89501
775-786-3232

Reservation Information

Guest Name: Jane Bianchi
Confirmation Number: WYZ44
Check-In Date: 05/03/2012
Check-Out Date: 05/04/2012
Number of Adults: 1
Number of Children:
Package Name:

Billing Information
Jane Bianchi
jbianchi@landercountynv.org
M/C xxxx-xxxx-xxxx-3306
Exp. xx/xx

Rates Per Room*
05/03/2012------$55.00 USD

Total Trip Cost**
$64.42 USD
*Excludes tax, recovery charges and service fees
**Estimated Total Cost

Travel Guard

Travel insurance from Travel Guard includes reimbursement for trip cancellation or interruption, travel delay, lost, stolen or damaged baggage and baggage delay. Twenty-four hour assistance is also included. **Click here to purchase insurance from Travel Guard for the low price of $12.**

Please note:
To redeem a Total Reward's hotel offer the Total Reward customer must be present at check-in with a valid photo ID and Total Rewards card that match the name on the hotel reservation. If a reservation is made combining two Total Rewards accounts, both Total Rewards members must be present at check-in with valid IDs. No additional names will be allowed to check-in without the primary guest present.

If the Total Reward customers do not arrive together, they will not be able to check in, but will have the option to book a separate reservation until the arrival of the other Total Reward customer. Upon arrival of both Total Reward's customers we will honor the original rate booked.

Did you know you can view your reservation online anytime? Please click here to view your reservation online.

TERMS AND CONDITIONS

Hotel Information
Harrah's Reno
219 North Center Street
Reno, NV 89501
775-786-3232

Directions

Room Selection & Preferences
CLASSIC KG NSMK

**PLEASE NOTE
Room preferences are not guaranteed and additional charges may apply. If you are disabled and require special accommodations, please call 1-800-CAESARS.

HARRAH'S RENO CANCELLATION POLICY
A 72-hour cancellation notice is required prior to your arrival date to receive a refund of your deposit. If you cancel within 72 hours, including reservations made within 3 days of your arrival,you will be charged the 1st night?s room rate and tax.

DEPOSITS AND CREDIT CARDS
To secure your reservation, your 1st night's room rate and tax will be charged to your credit card at the time of booking and your reservation will be guaranteed for late arrival. Those guests booking a Total Rewards offer may not be charged a deposit.

LATE ARRIVALS
Rooms reserved through Harrahs.com are guaranteed for late arrival (after 6pm).

ROOM PREFERENCES
We will make every effort to fulfill your preference requests; however they are not guaranteed, as rooms are assigned at check-in. Additional charges may apply for some requests. For accommodation preferences for the physically challenged, please call us at 1-800-CAESARS.

AGE REQUIREMENT
You must be 21 years of age or older to reserve a room.

ADDITIONAL ROOM CHARGES
Rates are based on two people per room. A charge may apply for additional people staying in the same room.

CONTACT US

If you would like to contact us about a reservation, just click here to use our convenient online form. Please have the hotel name, confirmation number and check-in date available.

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Jane Bianchi < jbianchi@landercountynv.org>

Lorman Education Services - Confirmation

1 message

confirmation@lorman.com< confirmation@lorman.com> Wed, Mar 14, 2012 at 10:55 AM
To: jbianchi@landercountynv.org

Confirmation #2653183

Dear Jane Bianchi,

Thank you for choosing Lorman Education Services. Your confirmation number is 2653183.

This is to confirm that you have registered for the "IRS Form 1099 Reporting: What You Need to Know" seminar in Reno. The seminar will take place on May 4, 2012 from 8:30 AM to 4:30 PM - please arrive 5 to 10 minutes early to sign in. The seminar will be held at the Harrah's Reno on 219 North Center Street in Reno. The hotel phone number is 775-786-3232.

For a map to the location, follow this link: Map.

This seminar may be recorded. Your registration constitutes your consent to such recording.

Below is the information that was provided to us:

Participant:
Jane Bianchi
Accounts Payable
Lander County Finance

315 So Humboldt St

Battle Mountain, NV 89820

Approving Manager :
Rogene Hill
Finance Director
rhill@landercountynv.org

If the information is incorrect, or if you have any questions regarding the seminar, please reply to this e-mail or call our Customer Service Department at (866) 352-9539.

Please contact the hotel for directions or accommodations only. Parking is not included in the price of the seminar. We recommend dressing in layers to accommodate for varying room temperatures.

You will only receive an e-mail for yourself. If you have registered a colleague, they will receive a confirmation as well. Parking is not included in the price of the seminar.

Cancellations: Substitute registrants can be named at any time. A refund, less a $20 service charge ($30.00 for Canadian registrations), will be given if notification is given six or more business days in advance. Notification of less than six business days will result in a nonrefundable credit that can be applied to any Lorman E ducation Services product or service. Credits are transferable. If you do not cancel or attend, you are responsible for the entire payment.

To view the Arkansas Cancellation Policy, please go to
www.lorman.com/contact/arkansas_cancellation_policy.php.

Thank you,

Sandra Kopp
Customer Service Manager
Lorman Education Services

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Please remit payments to: Dept 5382, PO Box 2933, Milwaukee, WI 53201-2933
E-mail: customerservice@lorman.com Web site: www.lorman.com

Credit Card

Landercountynv.org Mail

Cindy Benson <cbenson@landercountynv.org>

Your May OnStar Vehicle Diagnostics report from your Chevrolet Tahoe

1 message

OnStar Subscriber Services <vehiclediagnostics@onstar.com>
Reply-To: OnStar Subscriber Services <VM@onstar.com>
To: cbenson@landercountynv.org

Tue, May 29, 2012 at 1:19 PM

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

OnStar

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OnStar Vehicle Diagnostics from your 2007 Chevrolet Tahoe as of 05/29/2012

Dear STATE OF NV/LAN UNTY,

See your diagnostics report below for your vehicle's status.

Take advantage of Turn-by-Turn Navigation, included with your subscription. Voice-guided directions can take you almost anywhere. It's navigation at the touch of a button. Push your blue OnStar button to try it today.



WATCH HOW IT WORKS →

No Issues Found | Action Suggested | Immediate Attention

DIAGNOSTIC INFORMATION

- Engine and Transmission System
- Emissions System
- Air Bag System
- StabiliTrak® Stability Control System
  Watch Video
- Antilock Braking System

VEHICLE INFORMATION

2007 Chevrolet Tahoe
VIN: 1GNFK13027J256139
GM Owner Center Online

For vehicle information, search your online Owner's Manual.

Warranty Tracker
One or more of your warranties is nearing expiration.
See warranty coverage

ONSTAR INFORMATION

OnStar System

MAINTENANCE INFORMATION

Vehicle Maintenance
No required maintenance due at this time.

Remaining Oil Life: 85%

Mileage: 50,803

Based on oil life and mileage readings, next required maintenance and 50,000 mile service estimated at 61,500 miles.

View maintenance summary

Additional Maintenance Items

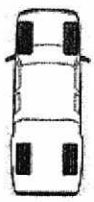
Based on your current mileage, no items on the additional maintenance list are due at this time.

Maintenance Records

Did you know you can update your maintenance records online?

Tire Pressure: Normal
- No issues found.
- Recommended tire pressure - Front: 32 psi, Rear: 32 psi

Left Front: 37 psi
Right Front: 35 psi
Left Rear: 36 psi
Right Rear: 35 psi



View tire pressure information

VEHICLE HISTORY

Review charts of your vehicle's history.
Oil Life History
Mileage History

DEALER INFORMATION

Selling Dealer
CHAMPION CHEVROLET
800 KIETZKE
RENO, NV 89502
(775) 786-3111

Dealer Website

ACCESSORIES

Enroll in Dealer Maintenance Notification so you won't have to worry about when to schedule service – your dealer will contact you!

ENROLL NOW →

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- Safe & Sound Services
- Enrolled in Continuous Coverage

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You still have a trial route available. Try it today and then get unlimited Turn-by-Turn Navigation when you upgrade to Directions & Connections.

UPGRADE NOW →

Hands-Free Calling
- Calling #: 775-530-8146
- Minutes Remaining: 0

You are currently out of minutes. Refill minutes now.

PURCHASE MINUTES →

OTHER INFORMATION

Insurance Benefit

Your mileage makes you eligible for a low mileage discount on auto insurance.

EXPLORE OPTIONS →

Dealer Pricing and Offers
Schedule Service



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

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

Questions about your vehicle's monthly report? Please contact us.

If you are deaf, hard of hearing, or speech impaired, click here for more information.

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

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Lander County Finance Department
315 South Humboldt Street
Battle Mountain, NV 89820
Tel: (775) 635-2573
Fax: (775) 635-5332

Facsimile transmittal

To: Joan / Super 8 **Date:** 05/11/2012

From: Cindy Benson

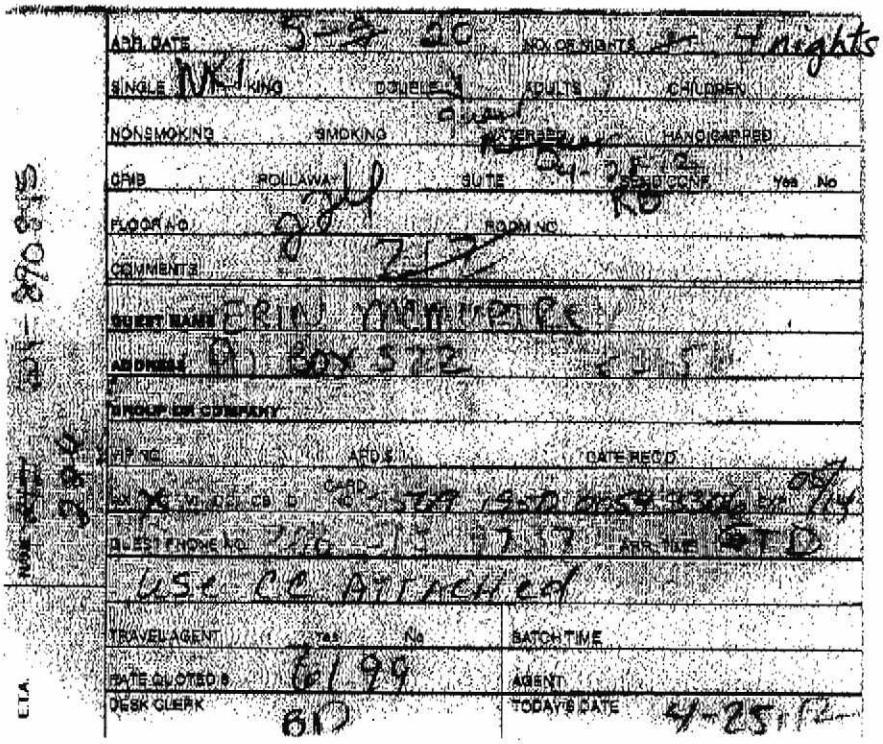
Re: Erin McMurtrey Reservations **Pages:** 3 Including cover

Phone: 775 635 2573

☐ Urgent ☐ For Review ☐ Please Comment Please Reply ☐ Please Distribute

If you need anything else, please let me know. Could you please fax me confirmation.

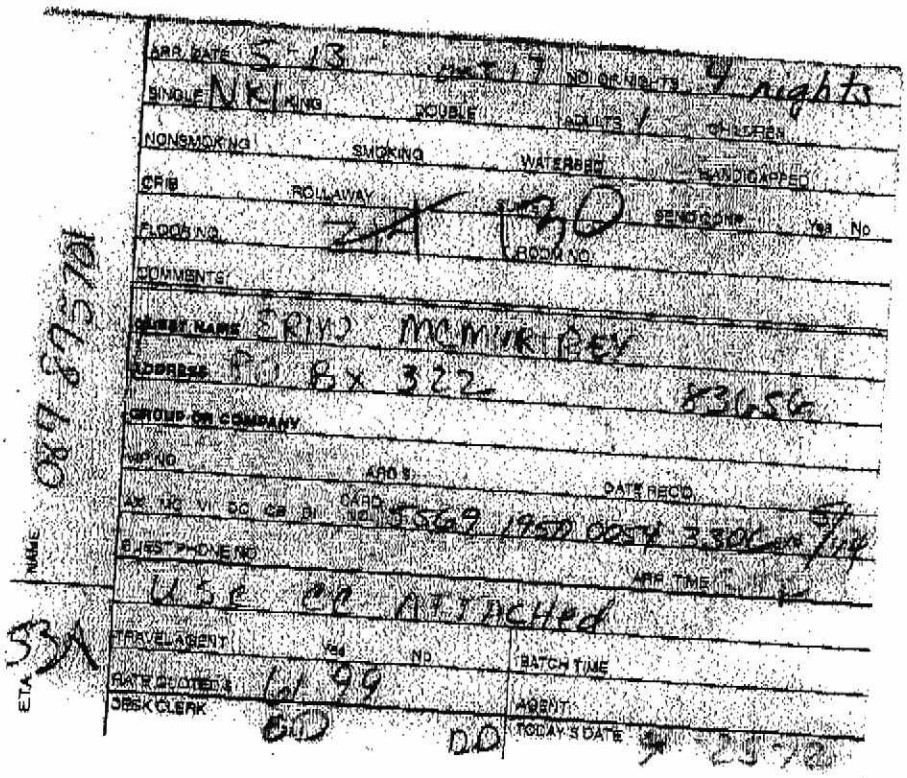
Thank you
Cindy Benson
Accountant
Lander County Finance



ARR. DATE 5-2-20		NO. OF NIGHTS 4 nights	
SINGLE NK1 KING	DOUBLE 1	ADULTS	CHILDREN
NONSMOKING	SMOKING	WATERBED	HANDICAPPED
CRIB	ROLLAWAY	SUITE 4-25-12	SEND CONF. Yes No
FLOOR NO. 9		ROOM NO. RB	
COMMENTS 2			
GUEST NAME ERIN MCMURTRY			
ADDRESS PO BOX 572			
GROUP OR COMPANY			
VIP NO.	ARD $	DATE REC'D	
AX X VI DC CB D	CARD NO. 5509 1950 0059 3306	EXP. 08/14	
GUEST PHONE NO. 206 [illegible]		ARR. TIME STD	
Use CC Attached			
TRAVEL AGENT Yes No		BATCH TIME	
RATE QUOTED $ 61.99		AGENT	
DESK CLERK BD		TODAY'S DATE 4-25-12	

NOM. 201-890-915

E.T.A.



ARR. DATE 5-13 DEPT 17 NO. OF NIGHTS 4 nights

SINGLE NK1 KING DOUBLE ADULTS 1 CHILDREN

NONSMOKING SMOKING WATERBED HANDICAPPED

CRIB ROLLAWAY SUITE 30 SEND CONF. Yes No

FLOOR NO. 2A ROOM NO.

COMMENTS

GUEST NAME ERIN MCMURTREY

ADDRESS PO Bx 322 83656

GROUP OR COMPANY

VIP NO. ARO'S DATE REC'D.

AX MC VI DC CB BI CARD NO. 5569 1950 0054 3306 EXP 5/14

GUEST PHONE NO. ARR. TIME

USE CC ATTACHED

TRAVEL AGENT Yes No BATCH TIME

RATE QUOTED 61.99 AGENT

DESK CLERK GD DD TODAY'S DATE 4-25-12

NAME 089 875701

ETA 53A

CREDIT CARD AUTHORIZATION

FAX # 775-635-5929

SUPER 8 BATTLE MOUNTAIN, NV 89820

THE UNDERSIGNED HEREBY AUTHORIZES THE SUPER 8 AT 825 SUPER 8 DRIVE, BATTLE MOUNTAIN NEVADA TO CHARGE HIS/HER--

American Express
MasterCard
Visa
Discover
Diners Club

CARD # 5569 1950 0054 3306

EXPIRATION DATE 05/14

FOR ROOM RENT AND TAX FOR THE LENGTH OF GUEST STAY WITH THE UNDERSTANDING THAT PAYMENT IS GUARANTEED AND CHARGES WILL NOT BE DISPUTED.

GUEST NAME: Erin McMurtrey

Lander County	Cindy Benson
NAME AS IT APPEARS ON CREDIT CARD	**SIGNATURE**
Lander County	05-11-12
COMPANY NAME	**DATE**

CARDHOLDERS BILLING ADDRESS

Lander County
315 S. Humboldt St.
Battle Mountain, NV 89820

PHOTO COPY OF FRONT & BACK OF CREDIT CARD

May 11 2012 8:29 HP LASERJET FAX 7756355929 p.2

Credit card

SUPER 8 BATTLE MOUNTAIN
825 SUPER 8 DRIVE
BATTLE MOUNTAIN, NV 89820 US
Phone: (775) 635-8808
Fax: (775) 635-5929
Email: dorotber@wynhg.com
Printed: 5/17/2012 11:15:47 AM

Folio (Detailed)

Name: MCMURTREY, ERIN

Confirmation Number: 60310033
Account Number: 087-875701

Address: PO BOX 322
NOTUS, ID 83656 US

Room: 130 | Room Type: NK1, 1 KING NSMK | Nights: 4 | Guests: 1/0
Rate Plan: S3A | Daily Rate: $61.99 + $6.04 Tax | GTD: MC - MASTER CARD
Arrival: 5/13/2012 (Sun) | Departure: 5/17/2012 (Thu) | XXXX XXXX XXXX 3306

Room Rate:

5/13/2012 (Sun) - 5/16/2012 (Wed) $61.99 + $6.04 Tax per night.

Date	Code	Description	Amount	Balance
5/13/2012	RM	ROOM CHARGE	$61.99	$61.99
5/13/2012	TAX1	COUNTY TAX	$6.04	$68.03
5/14/2012	RM	ROOM CHARGE	$61.99	$130.02
5/14/2012	TAX1	COUNTY TAX	$6.04	$136.06
5/15/2012	RM	ROOM CHARGE	$61.99	$198.05
5/15/2012	TAX1	COUNTY TAX	$6.04	$204.09
5/16/2012	RM	ROOM CHARGE	$61.99	$266.08
5/16/2012	TAX1	COUNTY TAX	$6.04	$272.12
5/17/2012	MC	MASTER CARD XXXX XXXX XXXX 3306	($272.12)	$0.00

Summary

Room	Tax	F&B	Other	CC	Cash	DB
$247.96	$24.16	$0.00	$0.00	($272.12)	$0.00	$0.00

By signing below, I agree to these terms and conditions.

Guest Signature: _____

(1) Regardless of charge instructions, the undersigned acknowledges the above as personal indebtedness. (2) This property is privately owned and management reserves the right to refuse services to any one, and will not be responsible for injury or accidents to guests or loss of money, jewelry or any personal valuables of any kind.

"We or our affiliates may contact you about goods and services unless you call 888-946-4283 or write to Opt Out/Privacy, Wyndham Hotel Group, LLC, 22 Sylvan Way, Parsippany, NJ 07054 to opt out. View our website about privacy."

FAX COVER SHEET

SUPER 8

BATTLE MOUNTAIN, NV

775-635-5929

DATE: 5-11-12

TO: Lander Co

ATTENTION: Cindy

FAX NUMBER: 775 635 5332

FROM: Joan Super 8

NUMBER OF PAGES: 3

Credit Card

SUPER 8 BATTLE MOUNTAIN
825 SUPER 8 DRIVE
BATTLE MOUNTAIN, NV 89820 US
Phone: (775) 635-8808
Fax: (775) 635-5929
Email: dorotber@wynhg.com
Printed: 5/29/2012 2:40:40 PM

Folio (Detailed)

Name: MCMURTREY, ERIN

Confirmation Number: 60310208
Account Number: 604-890845

Address: PO BOX 322
NOTUS, ID 83656 US

Room: 226
Rate Plan: SVC
Arrival: 5/20/2012 (Sun)

Room Type: NK1, 1 KING NSMK
Daily Rate: $61.99 + $6.04 Tax
Departure: 5/24/2012 (Thu)

Nights: 4
GTD: MC - MASTER CARD
XXXX XXXX XXXX 3306

Guests: 1/0

Room Rate:

5/20/2012 (Sun) - 5/23/2012 (Wed) $61.99 + $6.04 Tax per night.

Date	Code	Description	Amount	Balance
5/20/2012	RM	ROOM CHARGE	$61.99	$61.99
5/20/2012	TAX1	COUNTY TAX	$6.04	$68.03
5/21/2012	RM	ROOM CHARGE	$61.99	$130.02
5/21/2012	TAX1	COUNTY TAX	$6.04	$136.06
5/22/2012	RM	ROOM CHARGE	$61.99	$198.05
5/22/2012	TAX1	COUNTY TAX	$6.04	$204.09
5/23/2012	RM	ROOM CHARGE	$61.99	$266.08
5/23/2012	TAX1	COUNTY TAX	$6.04	$272.12
5/24/2012	MC	MASTER CARD XXXX XXXX XXXX 3306	($272.12)	$0.00

Summary

Room	Tax	F&B	Other	CC	Cash	DB
$247.96	$24.16	$0.00	$0.00	($272.12)	$0.00	$0.00

By signing below, I agree to these terms and conditions.

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"We or our affiliates may contact you about goods and services unless you call 888-946-4283 or write to Opt Out/Privacy, Wyndham Hotel Group, LLC, 22 Sylvan Way, Parsippany, NJ 07054 to opt out. View our website about privacy."

Rm C.C.

LANDER COUNTY
NEVADA

Make Check Payable to:

Name: Erin McMurtrey

Address: PO Box 322, Notus, ID 83656

INVOICE	DESCRIPTION	AMOUNT
May 17, 2012	***Contract wages, Mileage & Per Diem for Appraisal Services***	
	Per Diem for 5 days (4 days breakfast @ 11.00 per day) (5 days lunch @ 12.00 per day) & (5 days dinner @ 21.00 per day)	**209.00**
	Mileage @ 600 miles at 55.5 cents per mile	**333.00**
	Wages - 40 hours @$18.00 per hour = $720 + 6.5 hours overtime @$27.00 per hour.	**895.50**
	001-006-53940	
	Total	**1,437.50**

I hereby certify that the above and foregoing claim against Lander County, State of Nevada, is just and reasonable, and that the said claim is now due, owing and unpaid.

By: Erin McMurtrey
Claimant

I certify that the foregoing is (or attached claims are) correct and just; that same were necessarily contracted for county purposed; that same is now provided for by law and in pursuance to court order.

Signed: _____
(Title) District Judge/Clerk of the Court

Rejected: _____

Laid Over: _____

Date Approved: _____
Board of County Commissioners

Chairman: _____

_____

_____

RECEIVED
MAY 29 2012
L.C. FINANCE

HughesNet
Broadband Unbound

Account Number : DSS7866349
Date Due : 06/13/2012
Invoice Number : B1-250484298
Issue Date : 06/03/2012
Purchase Order # : N/A

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

Account Summary

Previous Balance:	$59.99
Payments Posted:	-$59.99
Adjustments:	$0.00
Past Due:	**$0.00**
Monthly/One Time Charges:	$59.99
Usage Charges:	$0.00
Current Charges:	$59.99
Taxes:	$0.00
Total Current Invoice:	**$59.99**
Total Due:	**$59.99**
Due Date:	**06/13/2012**

Bill To:
Rogene Hill
315 S Humboldt St
BATTLE MOUNTAIN, NV, 89820

Customer Since: 09/03/2008

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

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

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

HughesNet
Broadband Unbound

DATE DUE	ACCOUNT NUMBER	AMOUNT DUE	PAYMENT ENCLOSED
06/13/2012	DSS7866349	$59.99	$

Invoice Number : **B1-250484298**
Purchase Order # : **N/A**
Issue Date: **06/03/2012**

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

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

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

Payment and Adjustment

Date	SAN	Description	Amount
Payments			

HughesNet
Broadband Unbound.

Account Number : DSS7866349
Date Due : 06/13/2012
Invoice Number : B1-250484298
Issue Date : 06/03/2012
Purchase Order # : N/A

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

05/03/2012	DSS7866349	Payment - By Credit Card	-$59.99
Total Payments			**-$59.99**
Total Payments and Adjustments			**-$59.99**

Account Charges

Description	Total Accounts Charged	Amount
Service Fees		
HughesNet Home	1	$59.99
Total Accounts Charged	**1**	**$59.99**

Sponsored Charges

SAN	Description	Charges($)
No Activity		

Installation Charges

Description	Authorization No	Units	Unit Price ($)	Percentage Extra(%)	Extended Price($)
No Activity					

Tax Summary

No Tax

Site Level Details

Description	Type	Start	End	Amount
DSS7866349 Created: 09/03/2008	**City: AUSTIN**	**State: NV**	**Zip: 89310**	
HughesNet Home	Service Fee	06/03/2012	07/03/2012	$59.99
Total Taxes For Site:				**$0.00**
Total Billing for Site:				**$59.99**
Total Current Site Charges:				**$59.99**
Billing All Sites:				**$59.99**
Taxes All Sites:				**$0.00**

HughesNet
Broadband Unbound

Account Number	: DSS7866349
Date Due	: 06/13/2012
Invoice Number	: B1-250484298
Issue Date	: 06/03/2012
Purchase Order #	: N/A

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

Total of All Sites:	**$59.99**

Date
05/22/12

Receipt of Payment

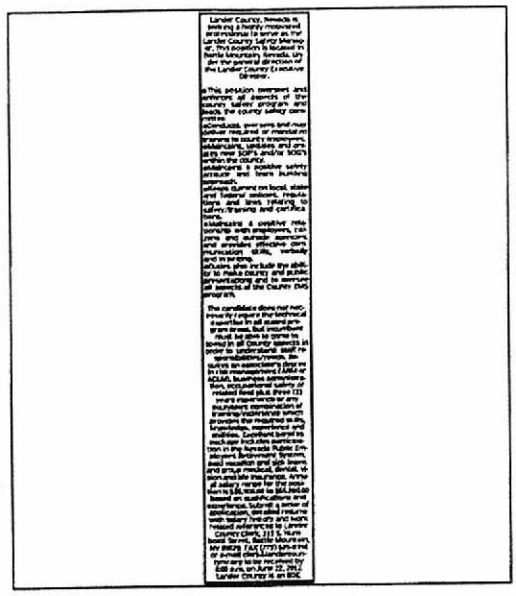
Time
3:49 PM

Las Vegas Review Journal

Account 408400C
Name LANDER COUNTY HUM
Phone 775-635-2885
Address 315 S HUMBOLDT ST

Credit Card
Type MC
Num **********3306
Auth 022853
Expir 05/14

City BATTLE MOUNTAIN
State NV
Zip 89820-198 Country Code US



Start 05/27/12	Paytype CC	Issues	1
Stop 05/27/12	Rate Code SIC	Class	3075
Copy LanderCountyNevadaisseekingahighlymotiva			

Amount 316.00 Rep 70

Tax 0.00 Ad # 7919942

Ad shown is not actual print size

Amount Paid 316.00 Paytype CREDIT CARD

298 Words

Payment Due 0.00 Balance 0

Ad Size 1 cols x 7.32 inches

Receipt #

Received by _____ Date _____

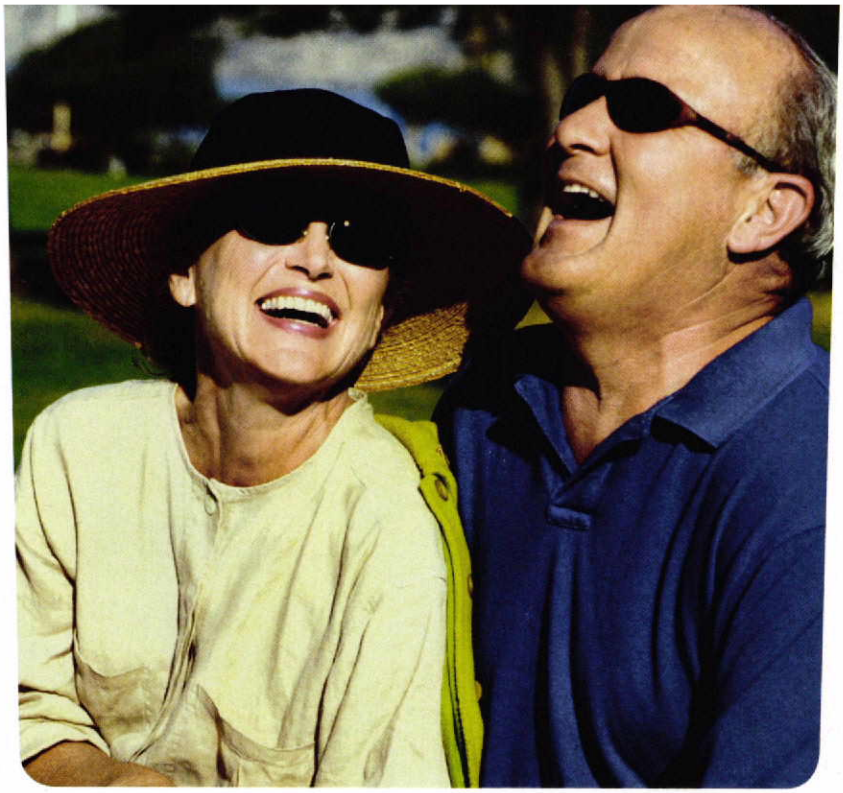
Safety Manager Advertisement

001-005-53020

Commissioners' Report

June 28, 2012

A case for sunglasses



Neon-blue plastic frames – or titanium? Jackie Os – or aviators? Whatever your style, sunglasses make a fun fashion statement.

But fashion should come second to safety. No matter which shades you choose, be sure they protect your eyes from glare, sports injuries and **ultraviolet (UV) rays** – which, over time, can damage vision or cause skin cancer around the eyes.

Shop carefully

As you eyeball the newest sunglasses, ask these questions:

1. Do they filter out 99 to 100% of UVA and UVB rays? (No UV label? Pass them by.)

2. Are the lenses dark enough to block out light? (Water reflects more sunlight into your eyes, so choose darker tints if you're headed to the shore.)

3. Are they big enough to shield your eyes from most angles?

4. Are the lenses impact-resistant for sports?

5. Are they comfortable?

If you answered "yes" to all of the above – and the shades you like don't distort colors – you've picked a winning pair. Now, wouldn't they look cool with a hat? A wide-brimmed one cuts the UV rays that reach your eyes by half.

Hip new shades and a sassy hat – now that's a fashion statement for healthy vision.

Source: Prevent Blindness America.

Dehydration

Summer time, thirsty time

During the long days of summer, it's natural to think about watering your garden, houseplants and pets. But what about your need for water?

Getting plenty of fluids every day is essential for good health.

Most people can meet their need for water by drinking when they are thirsty and consuming fluids with meals. But with hot weather, vigorous physical activity or an illness, your body needs even more water.

The need for hydration

You need water to replace what your body loses through everyday functions – such as sweating, going to the bathroom and exhaling. It's essential to replace lost fluids to avoid becoming dehydrated.

Being thirsty is a signal that your body is already on the way to being dehydrated. It is important to drink fluids even before signs of thirst appear and to drink more than your thirst demands.

When quenching your thirst, take care in choosing what you drink. While beverages such as soda and sports drinks do contain water, they are also high in sugar and calories.

Along with water, other healthy choices for keeping well-hydrated include:

- Fat-free or low-fat milk
- Unsweetened iced tea or coffee
- Fruits and vegetables with a high water content, such as watermelons, grapefruits, apples, lettuce, broccoli and carrots

Individual water needs vary widely, depending on factors such as physical activity, exposure to heat and age. Some people need to restrict fluids because of health conditions. Be sure to talk with your doctor about the amount of water you need each day.

Sources: American Council on Exercise; Centers for Disease Control and Prevention; International Food Information Council Foundation.

It's a great time to quit, and we're here to help

Hiking, biking, swimming, camping ... call them the lazy days of summer, but this is the best time of year to get out and get active. Problem is, if you're a smoker, the summer heat can irritate your lungs and make breathing difficult.

If you smoke, this could be quitting season. And we have tools that can help:

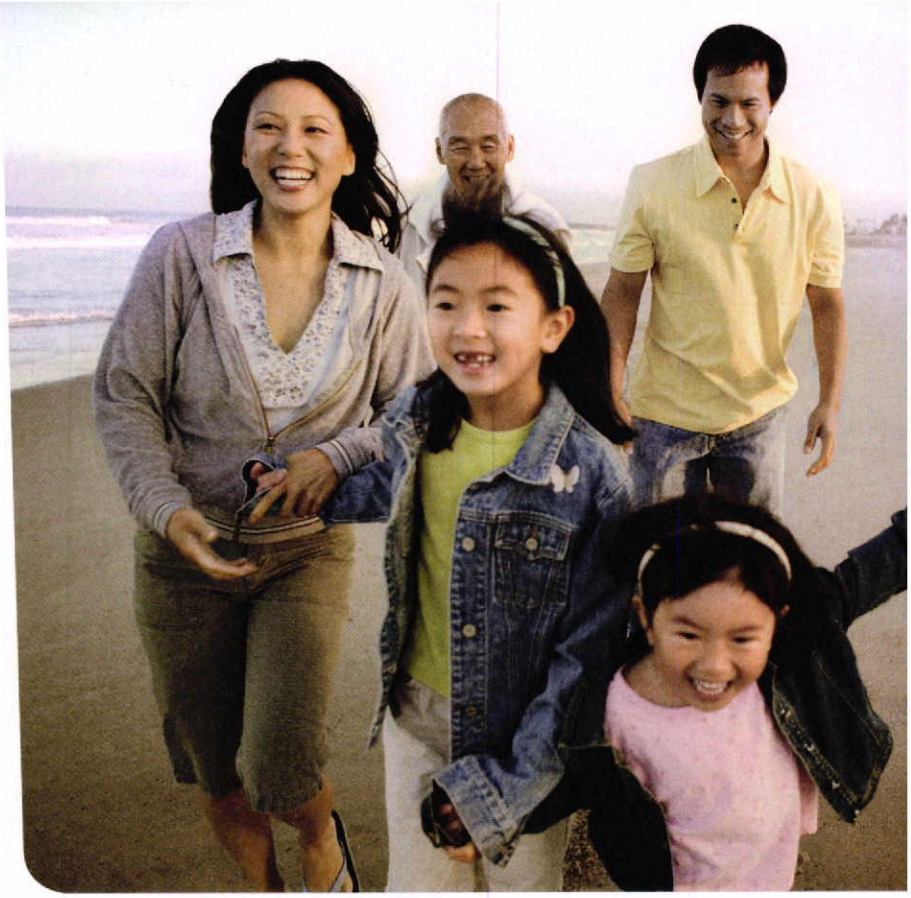
Smoking Cessation Lifestyle Improvement Program. This online tool walks you step-by-step through the process of kicking the habit. Set goals, track your progress, and calculate what you'll save by not smoking. You'll get tips and information, along with encouragement to keep making changes for the better.

SpecialOffers. As an Anthem member, you can get discounts on health and wellness products. Check out the following to help you quit:

- selfhelpworks™ – Get 40% off the cost of online lifestyle management programs designed to help you quit smoking once and for all.
- drugstore.com™ – Save money on nicotine-replacement therapy (NRT), as well as other health products.
- ChooseHealthy™ – Get discounts on NRT patches, acupuncture, massage therapy, and other health and wellness products.

To find out more about how you can breathe easier this summer, log in at anthem.com. Click the "Health & Wellness" tab. You'll find a list of Lifestyle Improvement Programs – including Smoking Cessation – under "Wellness Tool Kit."

Source: Department of Veterans Affairs, VA Maryland Health Care System Offers Tips for Breathing Easy in the Summer (July 7, 2011).



What's your family health history?

Knowing your family's medical history is an important part of being healthy. You and your family may be linked by genes, environment and lifestyle. These factors let you and your doctor know what medical conditions you and your family may be at an increased risk for having. Examples include heart disease, stroke, diabetes and even some cancers.

A family history can also show rare conditions, such as sickle cell anemia. A complete record considers three generations of close relatives, including children, brothers and sisters, parents, aunts and uncles, nieces and nephews, grandparents, and cousins.

Knowing your family medical history also allows you to do things that reduce your risk. For instance, if you have a history of cancer, it might mean frequent screenings starting at an earlier age than is usually recommended.

But while it's important to have this information, it doesn't mean that you are destined to have the same conditions. Keep in mind that you also may be at risk for diseases that don't show up in your family tree.

Your lifestyle plays a big role as well. Create a healthy environment and promote good habits to pass on to your own kids: a smoke-free home, a love of fruits and vegetables, and a passion for exercise.

Source: U.S. National Library of Medicine.

What all women need to know

Finding cancer early is the best way to treat it and beat it. Here are three important steps every woman should take:

- Know your risk and lifestyle factors.
- Learn how to prevent breast and cervical cancer.
- Get regular screenings.

Get the facts to help you stay healthy and cancer-free.

Breast cancer fast facts

Breast cancer is the most common cancer in women, no matter their race or ethnicity.

Risk and lifestyle factors

- Getting older
- Being overweight
- Drinking alcohol
- Not getting regular exercise
- Being younger than 12 when you first had your menstrual period
- Being older than 35 at the birth of your first child
- Never giving birth
- Not breastfeeding
- Starting menopause by age 55
- Family or personal history of breast cancer
- Having changes in the breast cancer-related genes BRCA1 or BRCA2
- Treatment with radiation therapy to the breast/chest
- Long-term use of hormone-replacement therapy

Screening

- Mammogram
- Clinical breast exam
- Breast self-exam

Prevention

- Get screened for breast cancer regularly.
- Exercise and control your weight.
- Limit the amount of alcohol you drink.
- Know your family history of breast cancer.
- Find out the risks and benefits of hormone-replacement therapy.

Cervical cancer fast facts

The most important thing you can do to help prevent cervical cancer is to have regular screening tests.

Risk and lifestyle factors

- Smoking
- Using birth control pills for five or more years
- Having given birth to three or more children
- Having HIV

Screening

- The Pap test or Pap smear
- Ask your doctor if the human papillomavirus (HPV) test is right for you.

Prevention

- Don't smoke.
- Use condoms during sex.
- Limit your number of sexual partners.

Colon cancer fast facts

A key point to help prevent colorectal cancer is to spot and treat it early.

Recommended tests

- Fecal occult blood test
- Flexible sigmoidoscopy (flex sig)
- Colonoscopy

Discuss with your doctor which test is right for you.

Women at high risk: Ask your doctor when tests should begin.

Women 50 and over: Ask your doctor which test is right for you.

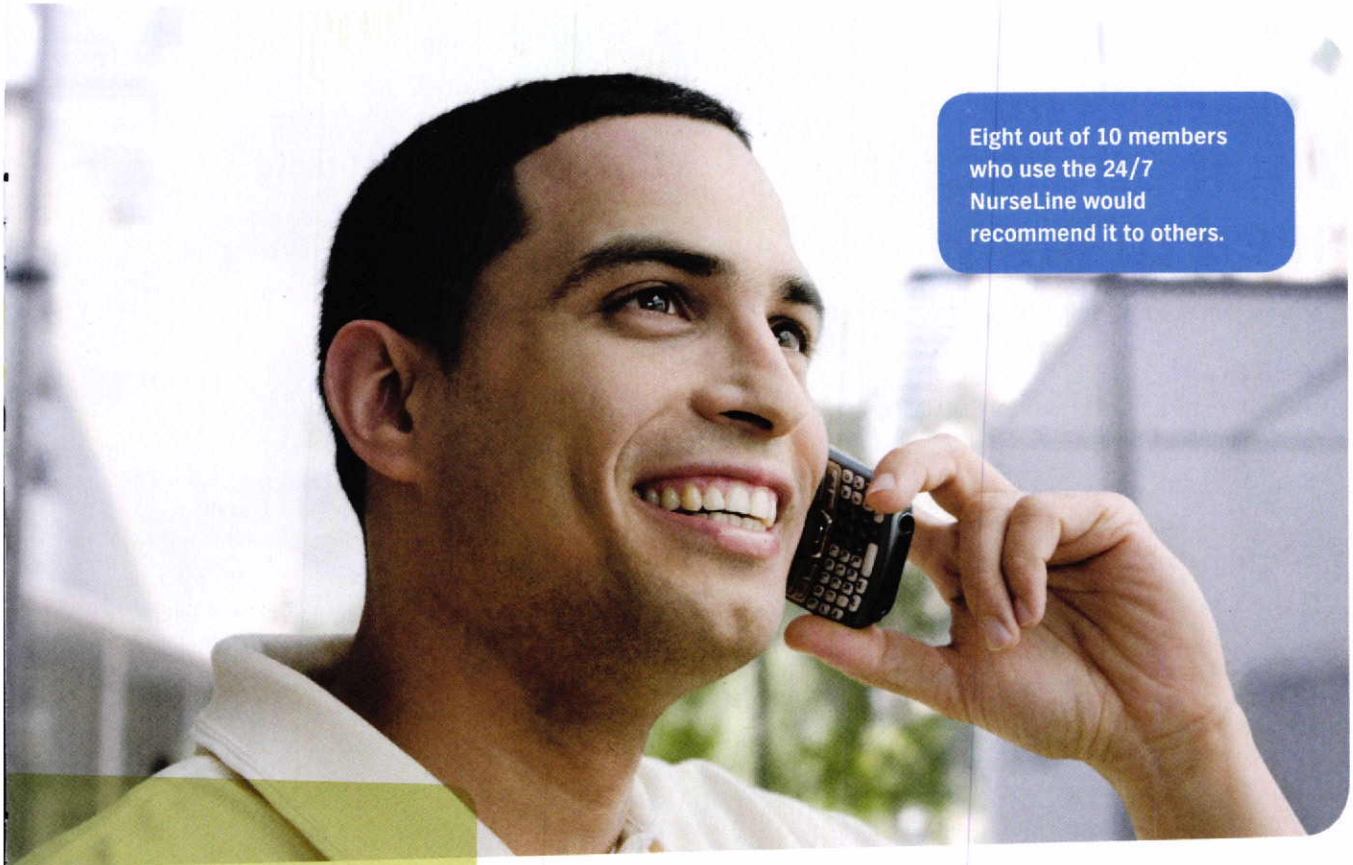
Risk factors

- Having inflammatory bowel disease
- Personal or family history of colon cancer or polyps in the colon
- Genetics (some cancers may be hereditary)

Lifestyle factors

- Not eating enough fruits and vegetables
- Not eating enough fiber
- Eating too many foods high in fat
- Being overweight
- Not getting regular exercise
- Drinking alcohol
- Smoking

Source: Centers for Disease Control and Prevention: Breast and Gynecological Cancers.



Innovative Technology Means Better Experience

There's good news at anthem.com! Now, members who have reading disabilities or trouble using a mouse or a keyboard have easier access to all our website has to offer. With a simple click on the wheelchair icon at the top of each main page, members can download our new program, eSSENTIAL Accessibility™, at no cost! We're happy to offer this new feature that can help all of our members get on the path to better living and better health in one small step.

24/7 NurseLine

Help anytime, anywhere

Summertime is a great time to be active. Vacations, outdoor activities and road trips can be a fun part of your summer break. But if health concerns do crop up when you're miles away from your doctor's office, isn't it good to know that many of our health plans include free access to the 24/7 NurseLine?*

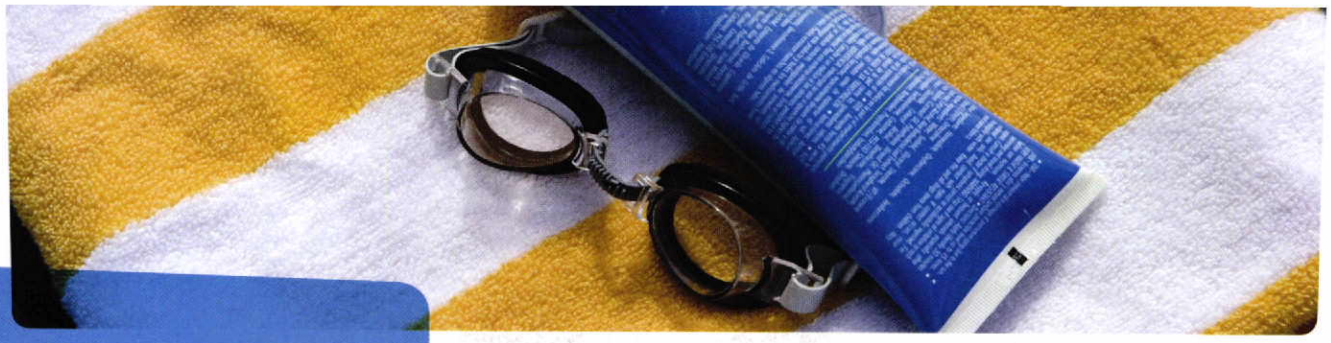
You can reach a registered nurse toll-free anytime of the day or night from anywhere in the U.S. Simply call the NurseLine phone number on the back of your member ID card. The NurseLine staff has been carefully trained to help you determine the level of care you need.

Should you head to the nearest emergency room? Or can treatment wait until you get home to your primary care physician? Is this something you can handle with a few supplies from the drug store? Or do you need to be seen at an urgent care center? When you call the 24/7 NurseLine, a nurse can help you decide which type of care makes the most sense and can even help you find a clinic or health center near you!

Getting the right treatment at the right time can have a big impact on your health – and on your wallet, since emergency room visits are more expensive than alternatives. Program the phone number into your cellphone so you have it when you need it most.

*If you're not sure whether the 24/7 NurseLine is part of your plan, please check with your benefits manager.

Source: Q4 2011 Wellness Member Satisfaction Studies.



Kids and weight

You thought talking about the birds and bees would be tough. Well, it turns out that discussing weight with kids may be just as tricky.

That's because going about it the wrong way can lead to unhealthy behaviors. To keep your child on a healthy path, focus on positive actions not negative words. After all, you do have the power to feed your kids a healthy diet and to add physical activity to their schedules. Start by making small changes together as a family. For example, at dinnertime:

Turn off the television. In fact, put away all electronics at mealtime. Sitting down at a table as a family gives everyone a chance to slow down and enjoy the food. When you do this, you can pay attention to eating habits and encourage everyone to stop eating when they begin to feel full.

Fire up the skillet. Those family meals will be more fun if you cook them together. You can even take the kids grocery shopping to pick out tasty-looking, healthy foods. Your children will learn what a healthy meal and healthy portions look like.

Get everyone to commit to these bonding family dinners a couple nights a week. You may be surprised at the result.

Source: American Academy of Family Physicians; FamilyDoctor.org

Safe summer fun

Summer's here. You can't wait to slip into shorts and sandals and head outdoors. And while you want to make the most of these summer months, there are a few things to keep in mind to keep yourself and your family healthy and safe.

Time it right: You may be tempted to work up a sweat, but heat is a big concern in the summer months. Being hot for too long may lead to hyperthermia or heat stroke. To avoid getting sick, make sure you drink plenty of liquids throughout the day. Also, don't exercise in the middle of the day, when the temperature is hottest. You may be better off moving your exercise indoors, where there's air conditioning. And when you are outside in the peak of the heat, try to find shade to cool off.

Wrap it up, slap it on: The sun's rays can hurt your eyes and your skin, so you need to protect yourself from head to toe. Wear long-sleeved shirts and long pants in light fabrics that breathe, such as cotton. Use sunscreen with a sun protection factor (SPF) of at least 15. An SPF of 30 or higher offers the best protection. Top it off with a hat to keep the skin on your face, neck and ears shaded. Finally, wear sunglasses. Look for lenses that block at least 99% of UVA and UVB rays.

Eat fresh. It's the peak of the growing season, so take advantage of it. You can find a multitude of fresh fruits and veggies at local farmers markets. You may even want to try growing your own. Use fresh herbs to add zing to your dishes, and go for fresh fruit like watermelon and peaches for dessert. When having a picnic or barbecue, keep in mind that food can spoil if it's left out too long. Store cold dishes like coleslaw and chicken salad on ice until it's time to serve them.

Sources: *Wellness-Fitness* newsletter, Federal Occupational Health website, "Summer Vacation Cardio" (February 2012); *News in Health* newsletter, National Institutes of Health website, "Fun Summer Days" (February 2012).

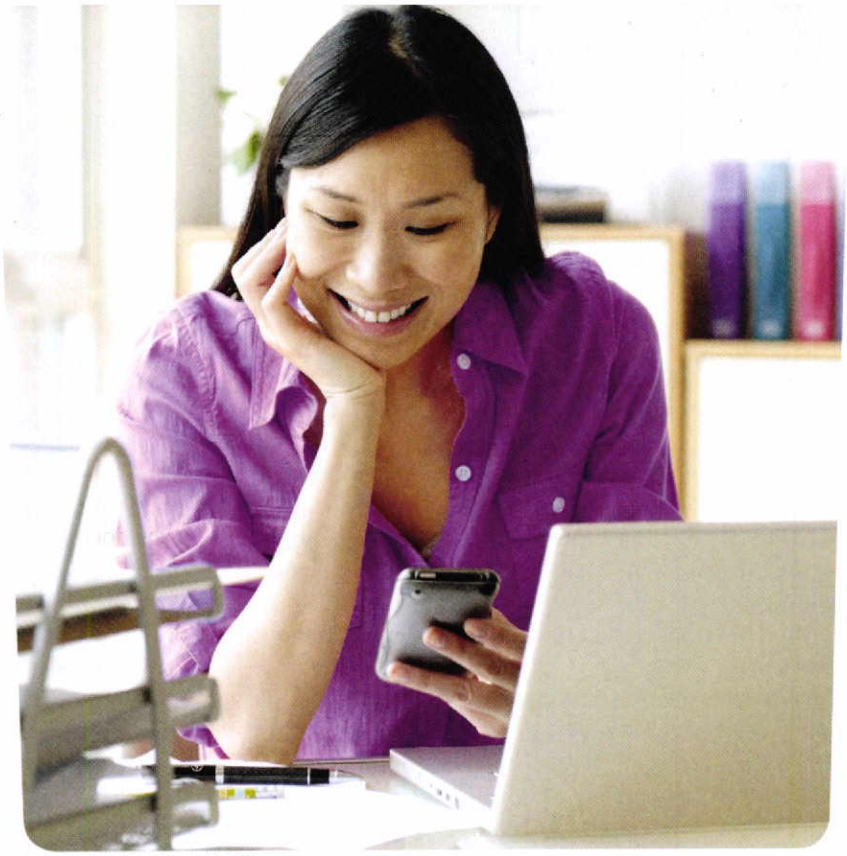
Want to lose pounds before your summer vacation?

Check out these weight-loss discounts available to Anthem members:

- Jenny Craig: Get a free 30-day trial to get you on the path to achieve your weight-loss goals.
- Weight Watchers: Save $10 off a three-month subscription to Weight Watchers Online.
- Lindora Lean for Life: Get a 20% discount on programs.
- SelfHelpWorks Living Lean: Save 40% on program fees.

Find more at anthem.com. Just log in as an Anthem member. Go to the "Health & Wellness" tab, and click on "Discounts."

Not registered? Do it today. It takes less than five minutes.



Just a click away

Any time, day or night, you can find information on our website. Log on to anthem.com. You can learn:

- About your benefits for different services. These could include primary and specialty care, behavioral health and hospital services.
- What to do when you are out of the plan's service area.
- How to get information about accessing emergency care and 911 services.
- How to access care after normal office hours.
- How to file a claim for covered services.
- How to voice a complaint or appeal a decision. This includes your right to independent external appeal.
- About your rights and responsibilities as a member.
- About our Quality Improvement (QI) Programs. You can see how we use this information to review and help improve the quality of our benefits and services.

Need information specific to your policy? Register on the member website to:

- Learn about your copayments and costs you will have to share (if any).
- View existing claims.
- Change your primary care physician (if it applies to your health plan).
- Order a new member ID card.
- Get specifics online or refer to your Member Handbook or Certificate of Coverage to find information about the benefits and services covered under your plan, along with any benefits that are not covered or are limited. These include benefits that may not be covered, if you get services outside your plan's service area.

If you need a copy of the information on the Web, or your health plan Member Handbook/Certificate of Coverage or Schedule of Benefits, call Member Services at the toll-free number on your member ID card. Mental health, pharmacy and dental services may have different phone numbers listed on the card.

Note: You will not be able to view benefit information for a dependent spouse or those of other adult dependents. They must register on their own. You can set up access rights to view your dependents, if the dependent allows you to.

Organ donation

Each year, organ donors save thousands of lives. Because more donors are urgently needed, please consider being one. Talk it over with family members and let your doctor know about your plans. You can learn more about being an organ donor at organdonor.gov.

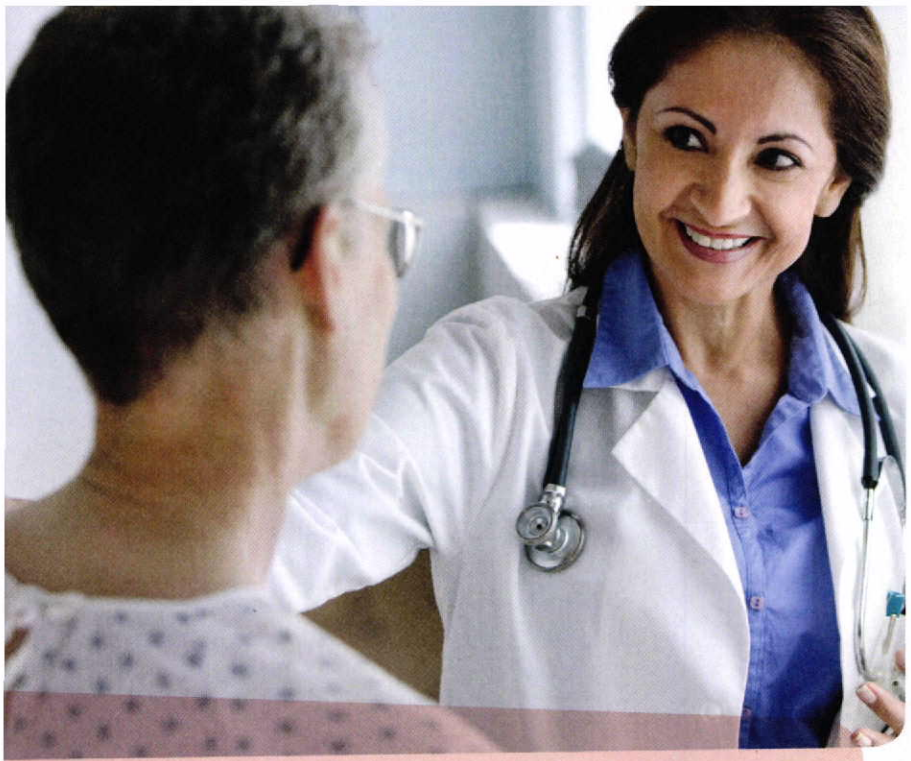
Check out DocTalk – free webinars at your fingertips

Want to know how to help your kids be healthier? Maybe find out more about vitamins? Now you can learn more about your health, and you don't have to go anywhere.

Register now for DocTalk: free hourlong webinars for members where a doctor talks about the latest news on important health topics. You can take part, ask questions and get real-time answers!

Just log on from wherever you are. Visit DocTalk at doctalk.webex.com to learn more and sign up for upcoming events:

- August's topic – Vitamins: myths and facts
- November's topic – Healthy habits for healthy kids



Looking for a provider, hospital or pharmacy?

Anyone can search for providers and hospitals in English and Spanish. Go to anthem.com. Choose the "Find a Doctor" tool on the home page.

This online provider directory lets you search for health professionals, pharmacies and facilities by plan type, name, specialty, gender or location.

If you don't have Internet access, call Member Services at the number on your ID card. A staff member will search the web for you using the criteria you provide, then mail, email or fax a hard copy of the results to you.

Share for better care

When you see a specialist or go to the emergency room, are you telling your primary care provider (PCP)? Making sure your PCP and specialists all know about all care you get helps the doctors so you don't have to go through the same tests twice. And that saves time and money. It helps to make sure you have the best outcome for your health concern. You play a big role in making sure you get the right care for any problems you have. Be sure to:

- Share the names of each of your providers with all doctors who give you care.
- Tell your doctors, especially your PCP, when you are prescribed medicine from more than one provider, are hospitalized or see a specialist.
- Sign a consent form for the release of medical records so your information can be shared by different providers.

Remember to share for better care.

What's your health personality?

Take our Health Personality Quiz and find out!

Sure, a great personality can take you pretty far. But a healthy personality can take you even further. Our new Health Personality Quiz can tell you your unique fitness profile and give you tips that are tailor-made for you so you can reach your specific goals.

How the quiz works

All you have to do is answer a few questions and then, based on your answers, you'll find out which of four health personalities you're closest to: Free Spirit, Repeater, Collaborator or General. It'll give you a better idea of what it takes to reach your goals and even find your ideal fitness partner! Share the Health Personality Quiz with your family, friends and coworkers. It's fun!

Here's where you'll find it: facebook.com/HealthJoinIn.

And there's more excitement to come

We have lots more planned to help build healthy communities all around us. And show everyone how important (and how easy) it is to do. We'll be connecting our online programs with the real-life progress and goals of people who join in. And we'll be working with well-known health leaders who inspire and influence millions of people on Facebook and Twitter. We're proud to have them as part of our **Health. Join In.** community.

Join in today!

Like us on facebook.com/HealthJoinIn and follow us on twitter.com/HealthJoinIn to get connected today.

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Anthem BlueCross BlueShield

HealthySolutions

JUNE 2012

anthem.com



Healthy for life

Women: Know the power of prevention

Go online to anthem.com and register to get more personalized information about your benefits.

Summer is here!

Have fun and stay safe

What our website offers ... 3 Is generic Lipitor right for you? ... 9 Coverage for mastectomies ... 11

Your pharmacy benefits program

Please note: Not all plans have pharmacy benefits. Benefits may vary based on your coverage. Please check your ID card, certificate, schedule of benefits and amendments to see if you have this coverage.

There are tools to help you manage your prescriptions online. At our site, you can:

- Find out medication costs.
- Review your home delivery prescription history.
- Order a drug refill.
- Check for drug-to-drug interaction, side effects and major risks.
- View and search the drug list (called formulary).
- Find a lower-cost generic version of a drug. It helps you receive quality, cost-effective care and make the most of your benefit.
- Fill your prescription at an in-network pharmacy or through the home delivery pharmacy program. You can get a list of these pharmacies at our website or by calling the Member Services number on your ID card.
- You could have a copay and/or a deductible for each prescription. Your plan may include benefits with deductible, coinsurance and/or copayments. Plans that have tiers may require higher copays for a tier 2, 3 or 4 medication than a tier 1 medication.
- Some drugs require prior authorization, step therapy, quantity limits, dose optimization or age/gender limits. This helps ensure safe, correct use. You can start a prior authorization request by going to the website.
- If a drug has a limit in place, it is noted on the formulary. The drug must be approved by your plan before filling the prescription. Please call Member Services with any questions.

For more on Anthem's pharmacy benefits and tools, log in at anthem.com. You may also ask for a paper copy by fax or mail. Or you can call Member Services at the number on your ID card.



Consider switching to generic Lipitor

Get the most from your medicine – and your money

There is good news for the millions of Americans struggling to keep their cholesterol low. We're making a change to our prescription drug coverage benefits to help you save money on your prescription drug costs. The generic for brand-name Lipitor, atorvastatin, is now available and is covered by your drug benefit plan.

In some cases, there are multiple drugs available and clinically equal to treat the same condition or symptoms. Often, the cost among these options varies greatly. This is the case for brand-name Lipitor and the newly available generic atorvastatin.

Atorvastatin is just as safe and effective for treating your condition as Lipitor – and it costs less. This change means you can save money on your prescription drug costs without giving up quality.

What is a generic drug?

Generics are copies of brand-name drugs. Brand-name and generic drugs have the same active ingredients, strength and dose. And the U.S. Food and Drug Administration requires generic drugs to meet the same high standards for purity, quality, safety and strength.

Generics may look different, but they work just as well. Even though the active ingredients of a generic drug are identical to the brand-name version, manufacturers may use different inactive ingredients. This could change the color, shape and size. But because generics must meet the same standards as brand-name drugs, you can be sure the generic is just as safe and works just as well.

What's right for you?

To help make sure you save the most money and get the right medicine, speak to your doctor.

Only you and your doctor can decide which drugs are right for you. So ask your doctor about switching to atorvastatin. And check your plan benefits to see your specific drug coverage.

Help when you need it most



When do you make important decisions about your health care? If you're like most people, probably when you feel fine. But what happens when you're faced with surgery, a serious illness or a sudden injury? Your main concern is getting better, not making phone calls and dealing with details. That's when you can turn to Anthem's Care Management program, a service that helps when you're coping with a health challenge. You can use the program at no extra cost.

Help and support

Our case managers are registered nurses and other qualified professionals who have experience with people who need help managing their care. Case managers work with you, your doctor and your family to get a clearer picture of your health and the resources you can use.

Think of your case manager as a link between you, your doctor, your health plan and your community. With their help, you'll:

- Follow your doctor's treatment plan.
- Make informed decisions about your health.
- Get answers to questions and concerns.
- Get the most from your health benefits.

A team approach

Teamwork and communication are what make the Care Management program work. A case manager will call you regularly to check on your progress. They'll also see if you have any questions about your doctor's treatment plan. And you'll get your case manager's phone number, so you can call when you need to. By keeping in touch with you and your doctor, your case manager has the most current information to help guide you to better health.

How to start

A case manager will call you to ask you to start the program. Care Management is part of your health plan, so there's no need to sign paperwork or pay a fee. It's that easy.

Care Management smoothes the bumps in the road but lets you stay behind the wheel. If you have any questions about the program, call the Member Services number on the back of your member ID card.

Need extra help?

The Care Management program can help. Case managers, who are registered nurses or other health professionals, are here to help when you have a serious medical condition or unexpected medical event. You, your family and your doctors work with a case manager who provides telephone support at a time that works for you, and at no cost to you. This program is private, voluntary, and gives you extra support when you need it most. To be part of it, you or your caregiver can self-refer. The case manager will work with you to help you manage your condition, answer questions about your benefits, and help you figure out what support and care you need. To learn more or be part of the program, call us toll-free at 888-613-1130.

Women's Health and Cancer Rights Act

In 1998, Congress passed legislation that outlines specific coverage that all group health plans and health insurance carriers offering medical and surgical benefits for mastectomies must offer to patients.

This coverage is for:

- Reconstruction of the breast on which the mastectomy was performed
- Surgery and reconstruction of the other breast to provide a symmetrical appearance
- Prostheses and the treatment of physical complications during all stages of the mastectomy, including lymphedemas, in a manner determined in consultation with the attending physician and the member

Coverage of these services is subject to the same copayments, deductibles and coinsurance percentages, if any, as other services covered under your plan. Please refer to your certificate of coverage for more specific information.



New treatments and procedures

Helping our members get care that is safe and effective

When it comes to the latest information about medical care, we want you to know that we strive to review it quickly. We have teams of health care professionals that review our medical, behavioral (mental) health and drug policies on a regular basis.

The resources we look to when making our decisions include:

- Professional medical publications and journals
- Policies and procedures from government agencies
- Study results showing the impact of new technology on long-term health
- Doctors, specialists and other health care consultants

We update our health policies and even create new ones to address many new treatments. Because helping you get and stay healthy is our number one goal.

Summer safety



Surely the last place you want to tour this summer is the hospital emergency room. But the chance of getting an injury is higher in summer than any other time of year. So, before that final school bell rings, prepare your whole family for a summer's worth of safe fun.

Riding bikes, scooters, skateboards or horses

- Whether you plan to coast, canter or carve an arc, strap on a safety helmet.

Grilling

- Use the charcoal grill outdoors only.
- On the gas grill, check all lines and tubes. Suspect a leak? Turn the grill off and don't use it.

Camping

- Use only heaters that have oxygen depletion sensors.

Swimming

- Use fences and gates to prevent unauthorized access to your pool.
- Be extra safe: Install door and pool alarms.

Swinging and sliding

- To break falls, pad your home playground with at least 9 inches of mulch and wood chips.

Trampoline jumping

- Keep kids under age 6 off the trampoline.
- Ban somersaults and multiple jumpers.

Hiding and seeking

- Tour your neighborhood. Make sure all the kids know where they must not hide: old cedar chests, refrigerators, clothes dryers, iceboxes in campers, picnic coolers.

Batting and kicking

- Use baseballs that are softer than the standard type.
- Helmets should have face guards.
- Secure soccer goals so they can't tip over. Remove nets when they're not being used.

Source: U.S. Consumer Product Safety Commission.

Nature or nurture?

It's tempting to trace your child's great report card to good genes. Intelligence runs in families, right? Actually, it can. However, heredity – or nature – is only part of the story. The other is experience – or nurture. It takes both to produce brainpower and other traits, for kids and adults alike.



The nature of traits

We have a fifty-fifty chance of inheriting genes from our parents that give us physical traits. That's why kids in the same family tend to look somewhat alike. Our genes also influence risks for certain diseases.

Children have that same chance of inheriting personality traits. Therefore, genes do help set some kids up to be more intelligent than others. But the story doesn't stop there.

The power of nurture

Our genes point us in certain directions. But right from birth, experiences of all kinds step in. They work together with genes to help shape the outcome.

For example, poor nutrition can keep kids from growing tall. Also, talking and reading to young children helps them to be better learners. This is because every experience changes the circuits in the brain. In fact, maintaining a loving home with lots of conversation is one of the best ways to help kids develop their intelligence.

Sources: American Academy of Pediatrics; Zero to Three.

Recipe

Rainbow fruit salad

Because it's made from fresh fruit, this salad is naturally low in fat and sodium, and it's cholesterol-free. Serve as a side dish or a dessert.



Ingredients

Fruit salad:

1 large mango, peeled and diced
2 cups fresh blueberries
2 bananas, sliced
2 cups fresh strawberries, halved
2 cups seedless grapes
2 nectarines, unpeeled and sliced
1 kiwi fruit, peeled and sliced

Honey-orange sauce:

⅓ cup orange juice
2 tablespoons lemon juice
1½ tablespoons honey
¼ teaspoon ground ginger
Dash of nutmeg

Directions

- Prepare the fruit.
- Combine all ingredients for the sauce, and mix them together.
- Just before serving, pour honey-orange sauce over the fruit.

Allow 20 to 30 minutes preparation time.

Nutrition information

Makes 12 servings. Serving size: ½ cup.

Amount per serving: 96 calories; 9 calories from fat, 9%;* 1g total fat, 2%; <1g saturated fat, <1%; 0mg cholesterol, 0%; 4mg sodium, <1%; 23 carbohydrates, 8%; 2g fiber, 8%; 1g protein.

*Percent Daily Values are based on a 2,000-calorie diet.

Source: National Institutes of Health.

Pick a peck of these

Summer is ripe with fresh berries. These juicy little gems sing with sweetness while striking a nutritious note. After all, they contain antioxidants, vitamin C, folate and fiber. To pick out the best this season, try these tips:

- Look for containers without stains, moisture or mold.
- Check that berries are firm, plump and dry.
- Steer clear of green blueberries and red blackberries, and avoid green or yellow strawberries – berries don't ripen further after being picked.

Remember, a bad berry in the batch can spoil the rest. So sort through your treasure and toss the ones that have gone bad as soon as possible.



Source: Academy of Nutrition and Dietetics.

Teaching them to cook

In your rush to get dinner on the table, you might have forgotten that cooking can be fun.

Cooking with kids creates culinary memories. It's also a way to open up picky eaters to new ingredients: when a child helps prepare a dish, he or she is more likely to try it.

Give them simple tasks, such as stirring pudding or washing vegetables. When they're ready to move on, you can let them try measuring ingredients or reading a family-favorite recipe as you mix things together. The result is not only a happy belly, but also a more confident child.

Source: Academy of Nutrition and Dietetics.

How do we decide if we'll cover a treatment, procedure or hospital stay?

We use our Utilization Management process

Utilization Management (UM) is a process that helps us decide if certain outpatient care, inpatient hospital care or procedures are medically necessary for our members. And if the services will be covered by our members' health plans.

Decisions are based on what is right for each member and the type of care and service. We look at standards of care that are taken from:

- Medical policies
- Nationally recognized clinical guidelines
- Your health benefits

Associates, consultants or other providers are not rewarded or offered money or other incentives for denying care or a service, or for supporting decisions that result in using fewer services. Also, Anthem doesn't make decisions about hiring, promoting or firing these individuals based on the idea or thought that they will deny benefits.

To learn more about our UM process, call 800-797-7758, 8 a.m.-5 p.m. Monday-Friday (except on holidays). If you call at any other time, you can leave a private message and our staff will return your call on the next business day during the hours above. Or you can ask that someone call you back at a different time.



HIPAA Notice of Privacy Practices – reminder

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a federal law governing the privacy of individually identifiable health information. We are required by HIPAA to notify you of the availability of our Notice of Privacy Practices. The notice describes our privacy practices, legal duties and your rights concerning your Protected Health Information. We must follow the privacy practices described in the notice while it is in effect. (It will remain in effect unless and until we publish and issue a new notice.) You may obtain a copy of our Notice of Privacy Practices on our website at anthem.com or you may contact Member Services using the contact information on your identification card.

State Notice of Privacy Practices

As we indicate in our HIPAA Notice of Privacy Practices, we must follow state laws that are more strict than the federal HIPAA privacy law. This notice explains your rights and our legal duties under state law.

Your Personal Information

We may collect, use and share your nonpublic personal information (PI) as described in this notice. PI is information that identifies a person and is often gathered in an insurance matter.

If we use or disclose PI for underwriting purposes, we are prohibited from using or disclosing PI that is genetic information of an individual for such purposes.

We may collect PI about you from other persons or entities such as doctors, hospitals or other carriers.

We may share PI with persons or entities outside of our company without your OK in some cases.

If we take part in an activity that would require us to give you a chance to opt-out of that activity, we will contact you. We will tell you how you can let us know that you do not want us to use or share your PI for a given activity.

You have the right to access and correct your PI.

Because PI is defined as any information that can be used to make judgments about your health, finances, character, habits, hobbies, reputation, career and credit, we take reasonable safety measures to protect the PI we have about you.

A more detailed state notice is available upon request. Please call the phone number printed on your ID card.



How to resolve your concerns

If we decide a treatment or service is not covered under your plan, you can use the appeals process to help you get your concern resolved fairly. Please note that some of these steps must occur within a specified time frame. You can find details about the appeals process for your plan at anthem.com, in your handbook or by calling Member Services at the number on your member ID card. Follow these key steps:

Step 1: Call Member Services. We'll do our best to resolve your concern fairly and quickly during this first call.

Step 2: If you are not satisfied with the first response to your concern, you can file an appeal. Member Services will tell you how and let you know about any steps you must take within a certain time frame.

Step 3: If the outcome of step 2 does not resolve your concern, you may be able to appeal further. If your plan offers a second level of appeal, we will let you know of any specific state rules or requirements. We will let you know if there are other steps you can take.

Step 4: In some cases, if benefits are denied at the final internal appeal level, you may have the right to request an independent external review.

How to get language assistance

Anthem can help you no matter what your preferred language is. We have a free interpretation service through Member Services. Simply call the phone number on your ID card and ask for translation services in your preferred language. You can also ask for the translation of written materials about your benefits through Member Services. TTY/TDD services also are available by dialing 711, or by contacting Member Services.

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Please Recycle This Magazine

The information in this newsletter is meant to educate. It is not meant as medical advice. Please check with your doctor for any advice about your health. Your health plan may not cover some types of care. Please be sure to check your health plan benefit materials for details about what benefits your health plan covers and what it does not cover.

Information in *HealthySolutions* comes from a wide range of medical experts. Models may be used in photos and illustrations. If you have any concerns or questions about specific content that may affect your health, please contact your health care provider. Copyright © 2012 Coffey Communications, Inc.

WPN28082



Did someone say 'rebate'?

When you hear the word *rebate*, you might think of big-ticket items like tires or flat-screen TVs. But when it comes to health care, *rebate* has a different meaning.

The health care reform law has introduced rebates through something called medical loss ratio, or MLR. The law says that health insurers must spend a certain percentage of their premium dollars on medical claims and activities that improve the quality of care – for example, hospital and physician services. When health insurers set premiums, they do so by projecting future claims costs. And though projections are normally very accurate, expenses for medical claims are sometimes higher or lower than expected. When the MLR is below the goal, insurers must give a rebate to their fully insured policyholders – either an employer or an individual who purchases their own insurance.

An employer can use the rebate in one of two ways: They can use the rebate to lower future premium rates or they can give each employee a portion of the rebate amount.

Those who buy insurance on their own will get a check directly from their insurer when the insurer doesn't meet the MLR goals in their particular state.

MLR and rebates are calculated separately for individual and group coverage for each year and for each state. They are based on the health plan, the number of employees in an employer group, the total amount of claims and other factors that can change from year to year. So while you or your employer may get a rebate this year, you may not next year. And while your neighbor's employer may use a rebate to lower his premium rates, your employer may not. If you buy insurance on your own, you may get a rebate, but your friend in another state may not.

In short, a rebate is not an incentive to join a health plan. It's the money your health insurer reimburses to you or an employer when the insurer's medical costs, as a percentage of premiums, are less than the targets set by the health care reform law.

Individuals and employers should receive rebates for 2011 by August 1, 2012. To learn more about rebates and MLR, please visit healthcare.gov.

CORRESPONDENCE **June 28, 2012**

1. Robert V. Abbey, Director, Bureau of Land Management, to Government Official, letter announcing the newly published *Desk Guide to Cooperating Agency Relationships and Coordination with Intergovernmental Partners.*

2. Gerald Dixon, Bureau of Land Management, to Reader, letter regarding a preliminary environmental assessment (EA) titled "North Elko Pipeline Project" to analyze the impacts of a proposal to construct and operate an underground natural gas pipeline on public and private lands in Elko and Eureka Counties.

3. Nevada Division of Environmental Protection, Notice of Proposed Action, New Class II Air Quality Operating Permit AP 1479-3062, Baker Hughes Drilling Fluids, Slaven Canyon Mine.

4. Tim Wilson, Nevada Division of Water Resources, to Ladies and Gentlemen, letter regarding Monitoring, Management and Mitigation Plan for the Mount Hope Molybdenum Mine.

5. Frank R. Woodbeck, Director, Nevada Department of Employment, Training and Rehabilitation, to Commissioner Dean Bullock, letter of appointment to serve on GWIB's Mining, Materials and Manufacturing Sector Council.

6. Douglas W. Furtado, Bureau of Land Management, to Interested Public, letter regarding completion and availability of the *Battle Mountain District Drought Management Environmental Assessment* (EA).

Correspondence #1
6/28/2012

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Washington, D.C. 20240
http://www.blm.gov

MAY 09 2012

In Reply Refer To:
1610 (210)

Dear Government Official:

The Bureau of Land Management (BLM) is committed to cooperation as well as coordination with governmental partners in the development of land use plans and the completion of environmental reviews for public lands uses. We have worked diligently to establish a culture of partnership in the management of public lands and resources for the greatest good for all Americans.

"Cooperating Agency" is a special status provided to governmental entities choosing to partner with us in the development of land use plans. This status allows us to invite state, local, and tribal governments, along with other Federal agencies, who have jurisdiction or special expertise to share their insights so that we can formulate plans that better reflect the needs and conditions of the communities we serve. The BLM and the Department of the Interior (DOI) are committed by regulation and policy to offer cooperating agency status to all eligible governmental partners during the land use planning and environmental review processes. "Coordination" is a key part of our day-to-day operation where we work with, communicate with, and partner with state, local and tribal government as we carry out our management responsibilities on public lands.

I am pleased to announce that the BLM has updated its "how to" guide on cooperative agency relationships in a newly published *Desk Guide to Cooperating Agency Relationships and Coordination with Intergovernmental Partners*. This guide helps to shape our collaborative efforts so we can recognize common goals and achieve balanced approaches to multiple use management across public lands.

Since the *Desk Guide* was first published in 2005, the BLM has completed more than 60 land use plans and has engaged more than 300 intergovernmental partners at the Federal, state, local and tribal levels. This new *Desk Guide* incorporates the sound advice and recommendations of our government partners and the lessons our managers and staff have learned from our experiences since 2005. It also explains the DOI's revised regulations and policies and clarifies how cooperating agency status differs from our efforts to coordinate with partners.

* Desk guide available in Executive Director's office.

RECEIVED
JUN 13 2012
COUNTY COMMISSION

I hope you find the updated *Desk Guide* helpful. Additional information is available through the BLM's cooperating agency web site: www.blm.gov/planning/cadg. Should you have questions, please contact the BLM Field Manager in your area. You may also contact Matthew Higdon, Planning and Environmental Analyst, at (202) 912-7282, or Cynthia Moses-Nedd, BLM Liaison to State and Local Government, at (202) 912-7446, in the BLM's Washington Office.

Sincerely,

Robert V. Abbey
Director, Bureau of Land Management

Enclosure

Correspondence #2
6/28/2012

United States Department of the Interior

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

JUN 1 3 2012

In Reply Refer To:
2800 (NVE0200)
NVN-0090665

Dear Reader:

The Tuscarora Field Office has prepared a preliminary environmental assessment (EA) titled "North Elko Pipeline Project" to analyze the impacts of a proposal to construct and operate an underground natural gas pipeline on public and private lands located in Elko and Eureka Counties. The proposed project would involve burying a 12-inch diameter pipe along a 24.2 +/- route to deliver natural gas from the Ruby Pipeline to the Barrick Goldstrike Mine, as illustrated on the enclosed map. The proposed pipeline right-of-way would be 80 feet wide on public lands and 75 feet wide on private lands during construction, and 30 feet wide and 15 feet wide, respectively, after construction is complete. A "no action" alternative is also under consideration.

The preliminary EA is available for viewing online on the BLM Elko District's website: on.doi.gov/elkoBLM. On the homepage, scroll down to "Links of Interest" and click on the link for NEPA, Projects under National Environmental Policy Act (NEPA) Review. This will take you to the Elko NEPA Site. The link to the "North Elko Pipeline Project" will be found in the Environmental Analysis section. The preliminary EA will be posted for a 30-day public review period. BLM will select the action(s) to be implemented and issue a decision when the posting period ends on July 13, 2012.

If you have a comment on the preliminary EA, please mail it to my attention at the address provided above, or send it via e-mail to *scraddock@blm.gov*. Before including your address, phone number, e-mail address, or other personal identifying information in your comment, you should be aware that your entire comment (including your personal identifying information) may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

If you have questions concerning the information presented in the preliminary EA, or if you would like to request a hard copy or CD of the document, please contact Steve Craddock, Realty Specialist, via email at *scraddock@blm.gov* or by phone at (775) 753-0273.

Sincerely,

Gerald Dixon
Manager
Tuscarora Field Office

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JUN 1 5 2012
COUNTY COMMISSION

Enclosure: Project Location Map (1 page)

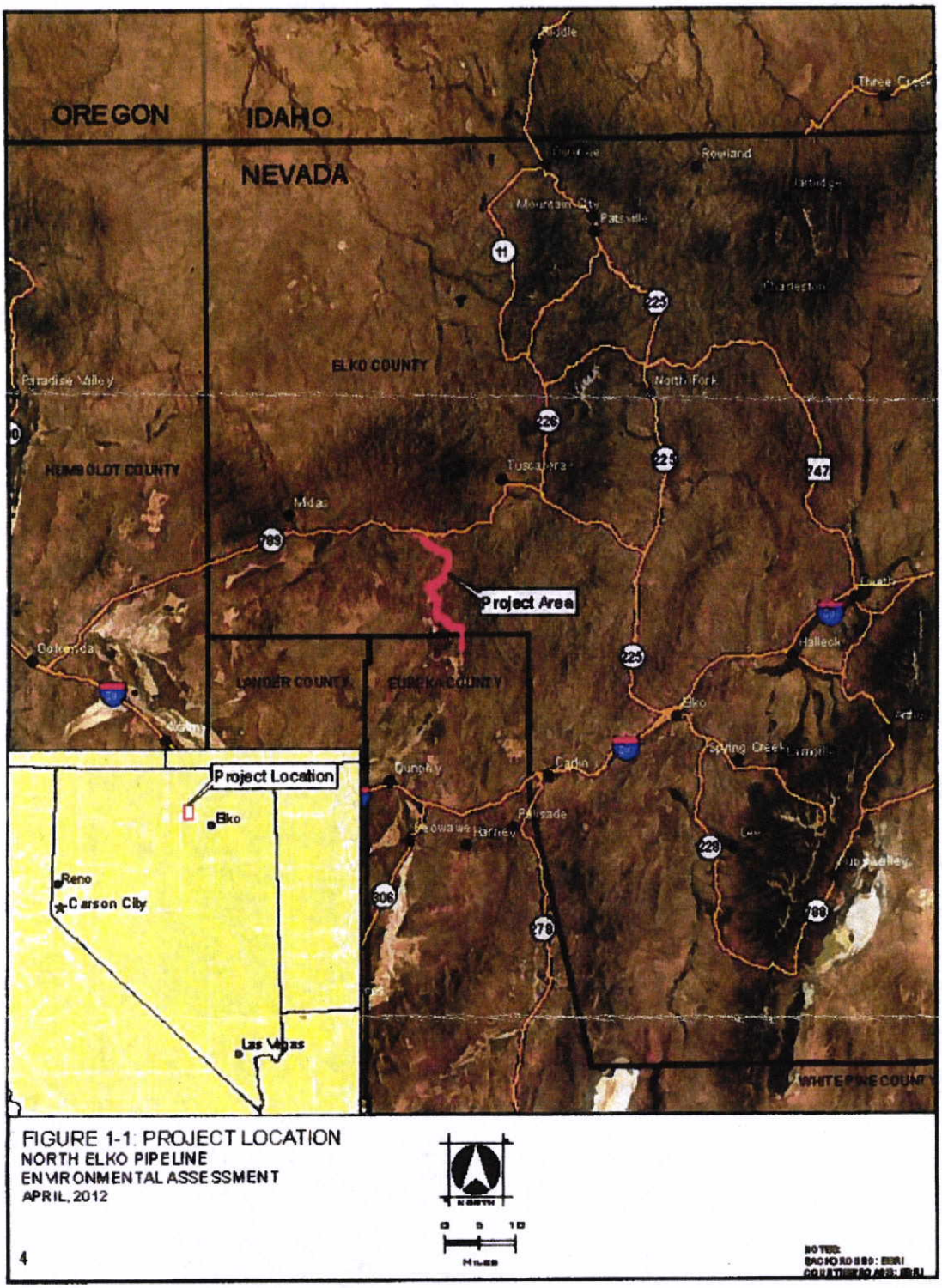


Figure 1-1. Project Location

Correspondence #3
6/28/2012

NOTICE OF PROPOSED ACTION
by the
State of Nevada
Division of Environmental Protection
Bureau of Air Pollution Control

PUBLIC NOTICE

Pursuant to Nevada Revised Statutes (NRS) Chapter 445B, the Nevada Administrative Code (NAC) Chapter 445B, and the Clean Air Act, the Division of Environmental Protection is issuing the following notice.

The Director received an application for a NEW Class II Air Quality Operating Permit AP1479-3062 from:

Baker Hughes Drilling Fluids
PO Box 277
Battle Mountain, Nevada 89820

The proposed project is located at THE SLAVEN CANYON MINE, APPROXIMATELY 15 MILES SOUTHEAST OF BATTLE MOUNTAIN, NEVADA ALONG THE WESTERN FLANK OF THE SHOSHONE RANGE, in northern Lander County, Nevada. The Director has prepared tentative determinations regarding the operating permit that, in brief, are the following:

- The new permit is for new construction and operation of a Barite Ore Mining Facility
- Emissions from the facility will not exceed 3.85 tons/year of PM_{10}, 16.88 tons/year of NOx, 1.06 tons/year of SO_2, 20.45 tons/year of VOC, 10.41 tons/year of CO, and 0.09 ton/year of HAPs.
- No adverse ambient air quality impacts are expected.

On the basis of the preliminary review of the application and supporting information review and the requirements of the NRS, the NAC and the Clean Air Act, the Director is hereby announcing his intent to issue a revised Class II air quality operating permit. Persons wishing to comment upon the proposed determinations by the Director regarding this proposed action should submit their comments in writing either in person or by mail or fax within thirty (**30**) days to:

Rod Moore
Division of Environmental Protection
Nevada Bureau of Air Pollution Control
901 South Stewart Street, Suite 4001
Carson City, Nevada 89701
(775) 687-9338
(775) 687-6396 FAX

The application, Director's review, and other relevant information may be copied at the above address or copies may be obtained by requesting in writing at the above address. Written comments or objections, will be received at the Division of Environmental Protection, above address, until close of business on **July 15, 2012**, and will be retained and considered prior to final action on the NEW Class II operating permit.

Please bring the foregoing notice to the attention of all persons whom you know may be interested in this matter.

RECEIVED
JUN 18 2012
COUNTY COMMISSION

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL PROTECTION
BUREAU OF AIR POLLUTION CONTROL

Director's Review and Preliminary Determination to Issue Permit for Baker Hughes Drilling Fluids June 12, 2012

Baker Hughes Drilling Fluids has submitted a Class II application to the Nevada Division of Environmental Protection, Bureau of Air Pollution Control (NDEP-BAPC) for a new Class II Air Quality Operating Permit. The new permit is for a Non-Metallic Minerals – Barite Ore Mining Facility.

The application materials related to the new Class II operating permit were received by NDEP-BAPC on May 31, 2012. The permit application was deemed administratively complete on June 05, 2012. Baker Hughes Drilling Fluids will be located at the Slaven Canyon Mine, APPROXIMATELY 15 MILES SOUTHEAST OF BATTLE MOUNTAIN, in Lander County, Nevada at approximately 521.54 km East by 4,480.28 km North, UTM Zone 11 (Section 13, Township 30 North, Range 46 East in Hydrographic Area 59). The Standard Industrial Classification (SIC) number for the facility is 1479 – chemical and fertilizer mineral mining operations.

The proposed facility proposes to mine barite ore from the Slaven Canyon Mine for refining into commercial-grade barite, which is used primarily in the drilling of oil and gas wells. Two portable crushers, a screen and three stacker conveyors will be installed at the mine-site for crushing, segregating and conveying the ore prior to transporting it to the Baker Hughes' existing Argenta Mill, located approximately 13.5 miles north of the planned mine-site.

As proposed, Baker Hughes Drilling Fluids will be a Class II source under the new permit. The potential-to-emit (PTE) of each regulated air pollutant is less than the 100 ton per year threshold for major source designation. The facility will be subject to 40 CFR Part 60, Subpart OOO.

Proposed Annual Emissions

Pollutant(s)		tons/yr
PM_{10}	Particulate matter <10 microns in diameter	**3.85**
NO_x	Nitrogen Oxides	**16.88**
SO_2	Sulfur Dioxide	**1.06**
VOCs	Volatile Organic Compounds	**20.45**
CO	Carbon Monoxide	**10.41**
HAPs	Hazardous Air Pollutants	**0.09**

An ambient air impact analysis was completed to support the proposed determination to issue the New Class II Operating Permit to demonstrate compliance with the Nevada and National Ambient Air Quality Standards. The ambient air quality analyses demonstrated that the emissions from the proposed source will not cause or contribute to a violation of any applicable federal or state ambient air quality standards.

NDEP-BAPC has made a preliminary determination to issue this revised Class II Operating Permit. The proposed source must comply with all State and Federal air quality requirements and all conditions established within the revised Class II Operating Permit.

Correspondence #4
6/28/2012

BRIAN SANDOVAL
Governor

STATE OF NEVADA

LEO DROZDOFF
Director

JASON KING, P.E.
State Engineer

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES
901 South Stewart Street, Suite 2002
Carson City, Nevada 89701-5250
(775) 684-2800 • Fax (775) 684-2811
http://water.nv.gov

June 14, 2012

Kobeh Valley Ranch, LLC
1726 Cole Blvd., Suite 115
Lakewood, Colorado 80401

Re: Applications 72695 etc.

Ladies and Gentlemen:

Enclosed, please find the Monitoring, Management, and Mitigation Plan for the Mount Hope Molybdenum Mine approved by the State Engineer June 6, 2012.

Should you have any questions regarding this matter, please contact me at (775) 684 - 2873.

Sincerely,

Tim Wilson, P.E.

Tim Wilson, P.E.
Hearings Officer

RECEIVED
JUN 18 2012
COUNTY COMMISSION

TW/jm
Enclosures
cc: Baxter Glenn Tackett
Cedar Ranches, LLC
Conley Land and Livestock, LLC
Diamond Cattle Company, LLC
D. Lloyd Morrison
Eureka County
Gordon DePaoli
Karen A. Peterson, Esq., Allison, MacKenzie, Pavlakis, Wright & Fagan, Ltd.

Kenneth F. Benson
Lander County
Michael K. Branstetter, Esq., Hull & Branstetter Chtd.
Mike Fuller, E-mail
Michel and Margaret Ann Etcheverry Family, LP
Ross de Lipkau, Parsons, Behle & Latimer
Therese Ure, Esq., Schroeder Law Offices, P.C.
Tim Arnold, Eureka Moly, Inc.
William A. Nisbet, Chilton Engineering and Surveying, Ltd.
Elko Branch Office
Southern Nevada Branch Office

BRIAN SANDOVAL
Governor

STATE OF NEVADA

LEO DROZDOFF
Director

JASON KING, P.E.
State Engineer

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES
901 South Stewart Street, Suite 2002
Carson City, Nevada 89701-5250
(775) 684-2800 • Fax (775) 684-2811
http://water.nv.gov

June 6, 2012

Mr. Patrick Rogers
Director, Environmental and Permitting
Eureka Moly, LLC
2215 North 5th Street
Elko, NV 89801

RE: 3M Plan for Mount Hope Project

Dear Mr. Rogers,

We received your Monitoring, Management, and Mitigation Plan (Plan) for your Mount Hope molybdenum mine dated May 30, 2012. The Plan as submitted is approved with the understanding that components of the Plan are subject to modification based on need, prior monitoring results, or changes in the approved water rights. This Plan is authorized by NRS 534.110, and the State Engineer has final authority over the Plan. Eureka Moly LLC and any successors or assigns will be responsible for implementing and complying with the Plan.

Water level and flow data are to be reported semiannually within 30 days of the end of each reporting period. An annual report is required by March 31st of each year. The annual report shall summarize water production, the results of the monitoring, all management and mitigation actions taken, any proposed or needed changes to the Plan, and any changes to project pumping.

Water level and flow data are to be reported electronically in a prescribed format. Instructions for documentation and reporting, and spreadsheets for tabulating and submitting data can be downloaded from our website: http://water.nv.gov/forms/.

Sincerely,

Richard Felling

Richard Felling
Chief, Hydrology Section

NEVADA DIVISION OF WATER RESOURCES MONITORING, MANAGEMENT, AND MITIGATION PLAN FOR THE MT. HOPE PROJECT

RECEIVED
2012 JUN -4 PM 12: 04
STATE ENGINEERS OFFICE

1. BACKGROUND

A. This Monitoring, Management, and Mitigation Plan (3M) applies to proposed groundwater extraction from Kobeh Valley and Diamond Valley for mining process water rights granted in Ruling 6127 of the office of the Nevada State Engineer (NSE) dated July 15, 2011.The groundwater extracted will be consumed in activities related to the Mt. Hope Project (Project), including mineral processing and mine dust control. The groundwater will be developed by Eureka Moly, LLC, (EMLLC) through Kobeh Valley Ranch, LLC (KVR), both of which are subsidiaries of General Moly, Inc. (GMI), with KVR being the water rights holder. The Lessee of the water rights and operator of the Project is EMLLC. The groundwater will be supplied primarily from a wellfield in Kobeh Valley and conveyed via pipelines to the mine and mill sites. In addition, groundwater will include water derived from open pit dewatering at rates that are predicted to reach a maximum of 742 af/yr. The distribution of this water from the pit is estimated at 20% from Kobeh Valley Hydrographic Basin and 80% from the Diamond Valley Hydrographic Basin.

2. PURPOSE OF THE 3M

A. The purpose of this 3M is to assist the NSE in managing development of groundwater resources within and near the Project area to avoid adverse impacts to existing water rights. The 3M is designed to include or develop, as needed or appropriate, express conditions that will protect the rights of domestic well owners, if any, and existing appropriations.

B. While it is the goal to avoid any adverse impacts due to the groundwater pumping, the 3M outlines a process by which adverse impacts will be identified and ultimately mitigated. It is intended to provide the necessary data to assess the response of the aquifer(s) to the stress of water resource exploitation, provide an early warning capability, and provide safeguards for responsible management of water.

3. AUTHORITIES AND PARTICIPANTS

A. The NSE has final authority over the 3M, and EMLLC, including all successors and assigns, will be responsible for implementing and complying with the 3M.

B. In addition to the purpose outlined above, this 3M is intended to provide participation and transparency to the locally affected stakeholders. Eureka County (EC) holds water rights for municipal use in Diamond Valley. Additionally, Eureka County has local natural resource, land-use, and water resource policies, plans, and goals

developed under Nevada State Law that obligate County officials, both elected and appointed, to actively participate in the planning and management of resources within Eureka County. Eureka County, and representatives from locally potentially affected farming, ranching, and domestic interests will be invited to participate in this 3M. In the event there are other water rights holders who may be adversely affected by Mt. Hope Project groundwater extraction, these entities could be invited to participate as described under MANAGEMENT and in accordance with this 3M. The entities that participate in this 3M as outlined in the MANAGEMENT section 5.B are hereinafter referred to as "Parties".

C. The USGS will be invited to participate expressly to provide impartial technical and scientific input, as described herein.

D. This 3M is separate from the requirements placed upon EMLLC by other agencies including the United States Bureau of Land Management (BLM) and Nevada Department of Wildlife (NDOW). The BLM has claimed Federal Public Water Reserves (PWR 107) within the area of concern. The BLM and EMLLC have entered into a stipulated settlement agreement as a condition of the BLM withdrawal of protests of EMLLC's water right applications and NDOW is included as a party to the settlement agreement.

4. PRINCIPAL COMPONENTS

The 3M consists of three principal components:

A. Management

B. Monitoring

C. Mitigation

The framework of these components is described in the following sections.

5. MANAGEMENT

A. Two committees are established. The Water Advisory Committee (WAC) is to establish and carryout policy under this 3M. The Technical Advisory Committee (TAC) is to provide the technical scientific expertise necessary for collection, evaluation and analysis of data. Separation of the roles and responsibilities of these two bodies is considered crucial to maintaining scientific impartiality of the data collection and analysis program.

B. **Water Advisory Committee:**

a. Within 30 days after NSE approval of this 3M, EMLLC, NSE, and Eureka County representatives will convene as the three (3) founding members of the WAC. Upon the three founding members convening, the Diamond Natural Resources Protection and Conservation Association (DNRPCA) and the Eureka Producers Cooperative (EPC) (DNRPCA and EPC represent the bulk of water rights holders in the Diamond Valley Flow System) will each be invited to bring forward one representative nominated from their respective membership for inclusion as members of the WAC. Letters of interest will also be accepted from potentially affected ranching interests (i.e., Kobeh Valley rancher) for inclusion as a member of the WAC. Eureka County, NSE, EMLLC, DNRPCA, and EPC will make the determination on the affected ranching interest to be included on the WAC based on letters of interest received. If any of the potentially affected ranching and farming interests ceases to exist, the remaining WAC members will develop a process so that replacement members will be selected to join the WAC. The WAC may also invite other potentially affected water rights holders to participate as members. The WAC will have no more than seven (7) members. The member of the WAC representing the NSE will be invited to participate as the chair of the WAC. If the NSE member representative declines this invitation, the WAC will elect the chairman. Each WAC member, at its sole discretion, may invite such additional staff or consultants to attend WAC meetings as it deems necessary.

b. After the full WAC has been convened, the WAC will establish policy and define additional roles and responsibilities of the WAC and TAC, such as scheduling of meetings, agenda setting, publication of minutes, receiving input from the public, and any other necessary components.

c. The WAC will meet no less than one time in each quarter starting at the execution of this 3M with the primary focus to ensure water monitoring is actively in place. Future meeting frequency may then be adjusted as decided by the WAC, but will be no less than once annually.

d. The WAC will have an annual meeting, open to the public, to review project operations and to review monitoring, management and mitigation actions of the previous year.

e. Purposes and Functions of the WAC will be to:

   i. Provide a forum for the WAC to discuss relevant data and analyses.
   ii. Share information regarding modeling efforts and model results.
   iii. Make modifications to the Monitoring component of this 3M, including, but not limited to additional data collection and scientific investigations, based on recommendations from the TAC.
   iv. Provide status reports and recommendations to the Parties.
   v. Establish values for monitored variables (water levels, spring discharges, vegetation responses, etc.) known as "action criteria" which, if exceeded,

may be of concern to the Parties and could require mitigation or management actions.

vi. Determine what constitutes an adverse impact on a case-by-case basis.

vii. Form and ensure implementation of groundwater management or mitigation measures approved by the WAC based on recommendations of the TAC.

viii. Review financial assurance periodically and make adjustments to amount as appropriate and recommend release of funds for mitigation and/or management measures.

ix. Provide the NSE, Parties, and the local stakeholders with data and results of any analyses or technical evaluations, along with reports of specific implemented mitigation or management actions.

x. Develop and implement a procedure to remove and replace WAC and TAC members as it deems necessary, excluding, however, removal of the founding members consisting of the NSE, EC, and EMLCC.

C. **Technical Advisory Committee:**

a. The WAC will appoint a Technical Advisory Committee (TAC) as a subcommittee to the WAC. Each Party represented on the WAC is entitled to appoint a representative and is responsible for funding the participation of their respective TAC member. In addition, the USGS will be invited to participate as a member of the TAC. Funding for the USGS's participation in the 3M will be borne by EMLLC either through new or through existing joint funding agreements with USGS sponsored by Eureka County to study the Diamond Valley Flow System or by a "pass-through" agreement with the NSE. TAC members must exhibit a professional level of technical or scientific expertise and a background or experience in land management, natural resources, water resources, or other related field. Each Party, at its sole discretion may invite additional staff or consultants to attend TAC meetings.

b. The TAC will meet within 30 days after WAC appointment to review the proposed monitoring provided as Attachment A to this 3M. Upon completing this review, the TAC will make recommendations to the WAC for any changes to the monitoring components of this 3M. Thereafter, the TAC will meet at intervals deemed appropriate by the TAC to review and analyze data, but not less than twice annually or as instructed by the WAC.

c. At a minimum, purposes and functions of the TAC will be to:

i. Review the proposed monitoring and recommend to the WAC implementation, including any changes to the specific monitoring elements, as appropriate.

ii. Review historic groundwater level trends, spring and stream flows to determine historic hydrologic trends. Where possible, identify wet and dry

regimes, climate effects on groundwater recharge rates and base flows in surface waters.

iii. Review, develop, and refine standards and quality control procedures for data collection, management, and analysis.

iv. Inform the entity or entities that collect data of standard accepted protocols of data collection, recording and analysis (e.g., USGS) that will be used.

v. Evaluate monitoring data, reports, analyses, etc. to determine whether data gaps exist and make appropriate recommendations to the WAC.

vi. Develop and recommend action criteria to the WAC for management or mitigation measures based upon available data and analyses.

vii. Evaluate all monitoring data to determine if any action criterion has been or is predicted to be exceeded, indicating a possible adverse impact and report findings to the WAC.

viii. Recommend mitigation and management measures and related scope of work details to the WAC. This includes individual resources or a comprehensive list of all resources to support WAC evaluation of the adequacy of mitigation funding.

ix. Evaluate the effectiveness of mitigation, if implemented, and report findings to the WAC.

x. Make recommendations to the WAC regarding the numerical groundwater flow model, including appropriate times for any model updates and modes of model output.

D. **Numerical Groundwater Flow Model:**

a. EMLLC has developed the Numerical Groundwater Flow Model (FM) to simulate the groundwater flow system and the FM will be updated to incorporate the data collected under this 3M. EMLLC will update the FM after recovering data from the first year of wellfield pumping for mineral processing as recommended under the provisions of this 3M. Thereafter, EMLLC will update the FM on a schedule as determined under the provisions of the 3M.

b. The FM will be used as a management tool to evaluate predictions of drawdown and impacts and to help define action criteria.

E. **Prevention of Interbasin Transfer from Diamond Valley Basin:**

a. If excess water is produced within the Diamond Valley Hydrographic Basin which is not consumed in that basin, this water will be returned to the Diamond Valley Hydrographic Basin. As described in Section 6.E., water derived from pit dewatering and consumed will be documented and reported by EMLLC to verify that the volume of water extracted from Diamond Valley is equal to or less than the volume of water consumed in Diamond Valley (i.e. no transfer of water out of Diamond Valley).

F. **Action Criteria:**

a. Specific quantitative action criteria will be developed by the WAC with recommendations from the TAC. These criteria will be developed to provide early warning of potential adverse impacts to water rights, determined to be caused by Project groundwater pumping.

b. When any action criterion that has been adopted as part of this 3M is reached, the following management actions will be triggered:

i. The TAC will meet as soon as possible to assess whether the action criterion exceedance is caused by Project groundwater pumping and present their findings to the WAC.

ii. If the WAC determines that any action criterion exceedance is caused by Project groundwater pumping, the TAC will expeditiously develop mitigation or management measures for the WAC to consider. The TAC will analyze the feasibility of the specific measures to assess alternatives, evaluate the potential effectiveness of the measures, and evaluate potential impacts created by implementation of the measures.

iii. The WAC will determine whether or not to recommend implementation of the mitigation or management measures and to also recommend if the funds described in MITIGATION will be used to implement such measure.

iv. The effectiveness of any implemented measure will be evaluated by the TAC to ensure the measure met or exceeded the intended result. Results and recommendations for any additional measures will be reported to the WAC.

v. Any member of the WAC may propose an additional action criterion or a change to existing action criteria. Any such change must be presented in writing to the WAC and accompanied by analyses to support the proposed change.

G. **Decision-Making Process:**

a. For technical issues, including, but not limited to monitoring modifications, setting action criteria, and appropriate mitigation, decisions under this 3M will be made after considering the evaluation and recommendations of the TAC.

b. All Parties shall be afforded the opportunity to attend meetings where decisions will be made. Any decisions made by the WAC under this 3M shall be by unanimous vote of Parties in attendance, provided however, both EMLLC and EC must be present for a vote to occur. If unanimity is not achieved, the Parties may jointly agree to conduct additional data collection and/or data review and analyses directed at resolving the different interpretations or opinions. If that is not successful, the Parties may refer the issue, accompanied by their respective opinions, to the NSE for final determination.

c. Decisions made by the WAC regarding recommended modifications to the 3M, implementation of mitigation, or other management actions that would be required of EMLLC will be subject to the jurisdiction and authority of the NSE.

d. Nothing herein limits or changes the NSE authority, and any Party can petition the NSE to consider any issue.

H. **Modification of the 3M**

a. The Parties may individually or jointly petition the NSE to modify this 3M in the event that mutual agreement cannot be reached. Any such petition shall be concurrently provided to the other Parties. Prior to the NSE decision, all Parties will be provided the opportunity to submit a written response to the NSE no later than 60 calendar days following the date of receipt of the petition by NSE.

b. Any modification to the 3M must be approved by the NSE.

c. Nothing herein seeks to limit, alter, modify or change the exclusive authority of the NSE to approve or modify the 3M.

6. MONITORING

A. Hydrological related studies for the Project contain data concerning water and related resources in Kobeh Valley, Diamond Valley, Pine Valley, and surrounding areas. These data include locations of existing and proposed supply and monitoring wells, groundwater extraction rates, groundwater level measurements, flow from springs and streams, water quality, precipitation data, and wetland/riparian conditions. Additional data relevant to the Project available from other local, state, and federal agencies or other reliable sources will be compiled into a database by EMLLC and expanded as new data are collected under the provisions of this 3M.

B. The proposed monitoring is provided in Attachment A to this 3M. As described in MANAGEMENT of this 3M, the TAC will review this proposed monitoring and provide recommendations to the WAC regarding changes and/or implementation. In addition to this initial review, the TAC will review the proposed monitoring and make recommendations to the WAC for changes throughout the Project life based on monitoring data and analysis. Such recommended changes may include, but not be limited to, addition or deletion of monitoring sites, addition or deletion of monitoring parameters, changes to monitoring methods, and increases or decreases in monitoring frequencies. Upon acceptance by the NSE of this 3M, EMLLC will implement the monitoring requirements as set forth in Attachment A.

C. The term "as is feasible" as used in this 3M relates to mechanical failures or other events/reasons outside the control of the Parties, as agreed upon by the Parties, that interfere with data collection.

D. **Groundwater**

a. Groundwater pumping will be measured by flow meters installed on each production well, dewatering well and pit dewatering sump.

b. Water levels in all wells included as part of the Project monitoring network will be measured by recording pressure transducers (data loggers). The measurement frequency will depend on distance to the wellfield and be based on TAC recommendations.

c. The Project monitoring network will include "sentinel" wells (i.e., wells strategically located to provide early indication of drawdown propagation towards sensitive or important resources). At a minimum these will be located near the boundary between Kobeh, Diamond, Pine and Antelope Valleys; between the pumping wells and the headwaters of Henderson and Roberts Creeks and Tyrone Gap; between the wellfield and Gravel Pit Spring, Bartine artesian wells, the Antelope Valley Hot Springs (Klobe Hot Springs), and the stock wells at Hay Ranch. Nested wells that monitor individual aquifers at a single location where more than one hydrostratigraphic unit is present or strong vertical gradients may exist will be completed, as is feasible.

d. Test wells constructed at each Project production well site will be maintained as monitoring wells, as is feasible, and equipped with recording pressure transducers.

e. Several USGS monitoring wells are located near the proposed well field and within the projected drawdown area. If the USGS is not funded to monitor these specific wells, EMLLC will request USGS permission to collect data from these wells. If the WAC determines that monitoring should continue at these locations, EMLLC may be required to drill replacement wells or develop a suitable alternative.

E. **Pit Dewatering**

Groundwater will be extracted from the Diamond Valley Hydrographic Basin either by wells or pit dewatering sumps. To determine the amount of water from pit dewatering within the Diamond Valley Hydrographic Basin, the total groundwater removed by pit dewatering sumps will be measured by totalizing flow meters and then multiplied by a factor reflecting the portion of the pit area that is located in Diamond Valley Hydrographic Basin. The discharge from dewatering wells will be measured with totalizing flow meters and allocated to the basin in which the well is located. Water truck loads utilized in the pit complex will be counted and recorded to document water used in

Diamond Valley for mine environmental dust suppression. The amount of water used in Diamond Valley for other uses will be metered or estimated and recorded in the database.

F. **Surface Water**

a. At a minimum, the monitoring of stream flow will be conducted as follows:

i. Monitoring will include continuous measurements of stream stage at selected control sections for each stream, as is feasible.
ii. The geometry of the control sections will be measured at the start of monitoring and re-measured at least annually.
iii. Stage measurements will be collected with recording pressure transducers on a frequency of not less than one hour.
iv. The flow in the streams at the control sections will be gaged monthly, as is feasible, for the first year of record to establish stage-discharge relationship for each gaging station and following any changes in the control section geometry.
v. All control sections in streams will be assessed routinely for any changes in the control section geometry and the stage discharge relationship be re-established accordingly.
vi. Following the first year of gaging, stream-flow measurements will be collected at least quarterly.
vii. Flow data will be recorded at least quarterly and hydrographs updated at least annually.

G. **Water Quality**

Water quality samples will be collected from selected production and monitoring wells, surface waters and pit water and analyzed by a laboratory certified by the State of Nevada using standard accepted protocols and a standard water test. Macroinvertebrate monitoring will take place in select streams as an indicator of general stream and/or fishery health.

H. **Biological Resources**

To assess if there is any loss of vegetative communities in phreatophytic and riparian areas, monitoring of vegetation, including phreatophyte vegetation and riparian zones will be conducted. Specific locations are to be determined by the WAC and itemized in Attachment A, and will include sites in Kobeh Valley, Diamond Valley, Pine Valley and Antelope Valley that may be affected by groundwater extraction. Data will be collected using a variety of techniques and will include on-site measurement of vegetation cover, frequency, and type. Shallow wells will be co-located with vegetation monitoring transects. Remote sensing will be employed to help define and monitor the extent of vegetation communities at a larger spatial scale.

I. **Meteorology**

Weather/Climate stations will be installed and maintained to continuously monitor wind speed and direction, precipitation, temperature, barometric pressure, humidity, and solar radiation. Existing precipitation stations will be used where possible. The purpose of collecting weather/climate data is to provide the WAC with a basis for evaluating whether changes in groundwater levels or stream and spring flow are due to changes in weather or climate.

J. **Elevation Control/Subsidence**

Monitoring locations for subsidence, groundwater measuring point elevations and ground surface elevations will be established using survey-grade GPS instrumentation. A standard GPS data collection protocol (i.e., common geographic datum) will be used to allow a comparative base for all elevation associated data. Subsidence monitoring will be augmented using remote sensing technologies (e.g. InSAR). Frequency and methodology of remote sensing to monitor subsidence will be reviewed and determined by the WAC in consideration of TAC recommendations.

K. **Data Management**

a. All monitoring data will be entered into the 3M database on a regular, timely, and continual basis as it is collected and verified using WAC-approved quality assurance and quality control (QA/QC). Data collected under or as described in this 3M will be fully and cooperatively shared among the Parties. Verified data within the 3M database will become available to the public, upon request.

b. In addition to updating the 3M database on a regular and continual basis, EMLLC will provide an annual report that summarizes all information and analysis. This report, due in the NSE's office by March 31, will be prepared based on recommendations and in cooperation with the TAC. These reports will summarize water production, the results of monitoring, and all management and mitigation actions taken during the year. Copies of the annual report will be provided to each of the Parties.

c. All water level, spring discharge, and stream flow data shall be submitted semi-annually to the NSE in an electronic format specified by the NSE. Data shall be submitted within 30 days of the end of the reporting period.

7. MITIGATION

A. EMLLC will mitigate adverse impacts, if any, as agreed upon under the provisions of this 3M. The WAC will take necessary steps, including recommending whether funding described below may be used as outlined in this 3M, to ensure that mitigation actions are feasible, reasonable, timely, and effective.

B. Effectiveness of implemented mitigation measures will be evaluated under the provisions of this 3M. Additional measures will be implemented if a previous mitigation measure does not meet its intended purpose(s).

C. To ensure funding exists for any required future monitoring and mitigation after the cessation of active mining, EMLLC will provide financial assurances under the provisions of this 3M.

D. EMLLC's financial assurances (FA) funding will be placed into an interest bearing trust account to be established as a part of this 3M. The initial funding will occur in a manner as follows:

a. Initial funding of $250,000 will occur within 60 days of GMI's Board of Directors formal approval authorizing the start of construction of the Project.

b. Additional funding of $750,000 will occur no later than the end of month six of wellfield pumping for mineral processing (plant startup).

c. Funding will be examined and adjusted, as recommended by the WAC, every three years to ensure that sufficient funding is in place to mitigate all potential adverse impacts, including funding for operating and maintenance and long-term replacement costs.

E After cessation of mining and groundwater pumping by EMLLC, if the NSE determines that there is no longer a reasonable potential for future impacts attributable to the Project, any excess funds, including interest, remaining in the account will be returned to EMLLC.

F. This 3M outlines measures and procedures to identify and mitigate adverse impacts that may result from project pumping, all of which are uncertain. Due to the uncertainty, this 3M is intended to set forth procedures and methods for identifying adverse impacts and require mitigation of those identified impacts.

G. To ensure wildlife have continued access to customary use, adversely impacted surface water sources will be mitigated through such measures including, but not limited to, installation and maintenance of replacement water sources of equal or greater volume (e.g. guzzlers) in the same area as the impacted water source.

H. EMLLC will mitigate permitted water rights and determined and undetermined claims of vested or reserved rights should adverse impacts occur.

I. Mitigation measures, if necessary, will be developed and implemented on a case-by-case basis under provisions of this 3M.

J. Potential mitigation measures include the following:

a. Supply (Project) water will be provided from wells located in Kobeh Valley that are completed in the carbonate and alluvial aquifers. Pumping of these different aquifers will have different impacts to the groundwater and surface water flow systems. Adjustment of carbonate/alluvium groundwater pumping ratio could be employed to either minimize or mitigate effects.

b. Impacts can be greatly influenced by the specific location of groundwater pumping. Mitigation measures include reduction or cessation of groundwater extraction from one or more wells and/or geographic redistribution of groundwater extraction.

c. Replacement wells can be constructed to mitigate impacted surface water or groundwater rights, or to supply water for wildlife.

d. Revegetation of affected areas to achieve appropriate vegetative communities.

e. Financial compensation or, if agreed upon, property (i.e., land and water rights) of equal value could be purchased for replacement.

f. If adverse impacts to the Diamond Valley Flow System, or other adjacent basins are determined to be caused by Project groundwater pumping, active and current water rights (water currently pumped) within the affected basin could be purchased and retired.

g. Implement technology to reduce water consumption of the Project. Pumping rates may be decreased if alternative technology emerges that could reduce water requirements or increase water recycling rates. Water conservation techniques will be proactively employed in order to reduce other mitigation measures (i.e. before any impact is measured).

h. If surface fissures develop due to land subsidence, they shall be mitigated by filling with a suitable material to prevent injury to wildlife, livestock or people.

i. Other measures as agreed to by the Parties and/or required by the NSE.

Mount Hope Mine Project
Attachment A to 3M - Monitoring Plan

This Monitoring Plan has been developed by Eureka Moly, LLC (EMLLC) to provide the monitoring component of the 3M (Monitoring, Management and Mitigation) Plan prepared and submitted to the Nevada State Engineer (NSE). Preparation of the 3M and acceptance by NSE is required by Ruling #6127 dated July 15, 2011.

EMLLC will implement documented quality assurance and quality control procedures. Monitoring data will be recorded using a standardized protocol and format for each monitoring event. It is anticipated that protocols will be based on those described by Rantz and others (1982) for surface water flow monitoring, Lapham and others (1995) for groundwater level monitoring, and Wilde (2005) for water sampling. Laboratory analyses will be conducted by Nevada-certified laboratories using standard laboratory quality control procedures.

Tables 1 and 2, provided at the end of this document, lists the proposed monitoring site locations, type of monitoring, monitoring frequency and a brief rationale for selecting each location. Wells identified in Table 1 include both existing wells and wells that EMLLC proposes to construct upon project approval. Mine Well Sets designate production wells, each with a paired monitoring well nearby. Some wells are located within pit limits that would be mined out as the project advances, and these locations would be dropped from the monitoring plan at that time. Site locations are shown on Figures 1 and 2. The monitoring sites in Tables 1 and 2 are organized by locations corresponding to those shown on the Figures 1 and 2.

REFERENCES

Lapham, W.W., Wilde, F.D., and Koterba, M.T., 1995, *Ground-water data collection protocols and procedures for the National Water-Quality Assessment Program: Selection, installation, and documentation of wells, and collection of related data:* U.S. Geological Survey Open-File Report 95-398, 70 p.

Rantz, S.E., et al., 1982, *Measurement and computation of streamflow,* U.S. Geological Survey Water Supply Paper 2175, Volumes 1 and 2, 631 p.

Wilde, F.D., 2005, *National field manual for the collection of water-quality data:* Book 9, Handbooks for Water-Resources Investigations, U.S. Department of the Interior and the U.S. Geological Survey.

Table 1 – Hydrologic Monitoring

Area	Site Name(s)	Parameters	Frequency	Formation	Rationale
Diamond Valley Groundwater	GMI-PDT-1	Depth to Water	Continuous	Vinini Hornfels	Pit area groundwater drawdown monitoring
	GMI-PDT-2	Depth to Water	Continuous	Vinini and Hornfels	Pit area groundwater drawdown monitoring
	GMI-PDT-3B	Depth to Water	Continuous	Vinini Hornfels	Pit area groundwater drawdown monitoring
	IGMI-152	Depth to Water	Continuous	Vinini Fm	Pit area groundwater drawdown monitoring
	IGMI-155	Depth to Water	Continuous	Qtz Porphyry	Pit area groundwater drawdown monitoring
	IGMI-156	Depth to Water	Continuous	Vinini Fm	Pit area groundwater drawdown monitoring
	IGMI-157	Depth to Water	Continuous	Vinini Fm	Pit area groundwater drawdown monitoring
	IGM-169	Depth to Water	Continuous	Vinini Hornfels	Pit area groundwater drawdown monitoring
	IGMI-226P	Depth to Water	Continuous	Vinini Fm	Pit area groundwater drawdown monitoring
	IGMI-228P	Depth to Water	Continuous	Vinini Fm	Pit area groundwater drawdown monitoring
	IGMI-230P	Depth to Water	Continuous	Tuff	Pit area groundwater drawdown monitoring
	IGMI-232P	Depth to Water	Continuous	Vinini Fm	Pit area groundwater drawdown monitoring
	IGMI-233P	Depth to Water	Continuous	Tuff	Pit area groundwater drawdown monitoring
	IGMI-MH-248	Depth to Water	Continuous	Bedrock	Pit area groundwater drawdown monitoring
	NDWR-15462	Depth to Water	Continuous	Alluvium	Pit area groundwater drawdown monitoring

Area	Site Name(s)	Parameters	Frequency	Formation	Rationale
Diamond Valley Groundwater	MH-300	Depth to Water	Continuous	Alluvium	Monitoring groundwater gradient changes in Tyrone Gap with MH – 301
	MH-301	Depth to Water	Continuous	Alluvium	Monitoring groundwater gradient changes in Tyrone Gap with MH – 300
	MH-302	Depth to Water	Continuous	Alluvium	Monitor influence of potential increased transmissivity zone through Whistler Range.
	MH-303	Depth to Water	Continuous	Alluvium	Monitor groundwater elevation trend on west side of Diamond Valley; Sentinel well.
	MH-304	Depth to Water	Continuous	Alluvium	Monitor groundwater elevation trend on west side of Diamond Valley; Sentinel well.
	MH-305	Depth to Water	Continuous	Alluvium	Monitor drawdown east of pit.
	IGMI-158	Depth to Water	Continuous	Alluvium	Monitor groundwater elevation trend on west side of Diamond Valley; Sentinel well.
	IGMI - 236P	Depth to Water	Continuous	Vinini Fm	Monitor groundwater elevation change in Whistler Range; Sentinel well.
	Romano Well	Depth to Water	Continuous	Vinini Fm	Monitor groundwater elevation trend on west side of Diamond Valley; Sentinel well.
	MH – 306 (153 N21 E52 10AAAC1)	Depth to Water	Continuous		Monitor groundwater elevation trend on west side of Diamond Valley
	MH – 307 (153 N20 E52 26AABC1)	Depth to Water	Continuous		Monitor groundwater elevation changes in Devil's Gate.
	MH – 308 (153 N20 E52 26AABC2)	Depth to Water	Continuous		Monitor groundwater elevation changes in Devil's Gate.
Diamond Valley Springs	KV-059 (Stinking)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	KV-060 (Hash)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	KV-061 (Railroad)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts

Area	Site Name(s)	Parameters	Frequency	Formation	Rationale
Diamond Valley Springs	KV-062 (Trap Corral)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	DV -065 (Shipley)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	SP-1 (McBride)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	SP-2 (Garden pass)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	SP-3 (unnamed)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	SP-4 (Mt Hope)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	SP-7 (unnamed)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
Kobeh Valley Groundwater	All production wells	Flow and Depth to Water	Continuous	Alluvium and carbonate	Measure well field production, individual well response to pumping stress, and drawdown progression in wellfield
	GMI-RWX-228T (Mine Well Set)	Depth to Water	Continuous	Alluvium	Measure drawdown progression in wellfield
	GMI-RWX-229 (Mine Well Set)	Depth to Water	Continuous	Alluvium	Measure drawdown progression in wellfield
	IGMI-MH-RWX-206 (Mine Well Set)	Depth to Water	Continuous	Alluvium	Measure drawdown progression in wellfield
	RWX -205	Depth to Water	Continuous	Alluvium	Measure drawdown progression in wellfield
	MH-400	Depth to Water	Continuous	Alluvium	Monitor groundwater elevation change in alluvium on west side of Whistlers paired w/ MH-401 to assess connection between alluvium and bedrock aquifers; assess effect of inferred structure located to the east.
	MH-401	Depth to Water	Continuous	Bedrock	Monitor groundwater elevation change in bedrock on west side of Whistlers

Area	Site Name(s)	Parameters	Frequency	Formation	Rationale
Kobeh Valley Groundwater					paired w/ MH-400 to assess connection between alluvium and bedrock aquifers; assess effect of inferred structure located to the west.
	MH-402	Depth to Water	Continuous	Alluvium	Monitor drawdown at east edge of Kobeh Valley.
	MH-403	Depth to Water	Continuous	Alluvium	Monitor potential drawdown in upper Roberts Creek; Sentinel.
	MH-404	Depth to Water	Continuous	Bedrock	Monitor potential drawdown in western part of Robert's Creek watershed; Sentinel.
	MH-405 (Mine Well Set)	Depth to Water	Continuous	Alluvium	Measure drawdown progression in wellfield
	MH-406 (Mine Well Set)	Depth to Water	Continuous	Alluvium	Measure drawdown progression in wellfield
	MH-407 (Mine Well Set)	Depth to Water	Continuous	Alluvium	Measure drawdown progression in wellfield
	MH-408 (Mine Well Set)	Depth to Water	Continuous	Alluvium	Measure drawdown progression in wellfield
	MH-409 (Mine Well Set)	Depth to Water	Continuous	Alluvium	Measure drawdown progression in wellfield
	MH-410 (Mine Well Set)	Depth to Water	Continuous	Alluvium	Measure drawdown progression in wellfield
	MH-411 (Mine Well Set)	Depth to Water	Continuous	Alluvium	Measure drawdown progression in wellfield
	MH-412	Depth to Water	Continuous	Alluvium	Monitor groundwater elevation change in transition zone between wellfield and pit area
	MH-413	Depth to Water	Continuous	Alluvium	Monitor groundwater elevation change in transition zone between wellfield and pit area

Area	Site Name(s)	Parameters	Frequency	Formation	Rationale
Kobeh Valley Groundwater	MH - 414 (139 N21 E49 25BBDA)	Depth to Water	Continuous	Alluvium	Monitoring of west side of KV wellfield drawdown
	MH - 415 (139 N21 E50 17BACC)	Depth to Water	Continuous	Alluvium	Monitoring of west side of KV wellfield drawdown
	MH - 416 (139 N20 E51 05CBCC)	Depth to Water	Continuous	Alluvium	Monitoring of south side of KV wellfield drawdown
	MH - 417 (139 N21 E51 36DCDB1)	Depth to Water	Continuous	Alluvium	Monitoring of southeast side of KV wellfield drawdown
	MH -418 (139 N21 E51 24DDDB1)	Depth to Water	Continuous	Alluvium	Monitoring of southeast side of KV wellfield drawdown
	MH – 419 (139 N20 E49 23ACCB1)	Depth to Water	Continuous	Alluvium	Monitoring of drawdown between wellfield and Bean Flat phreatophytes
	MH – 420 (139 N20 E49 24ACAB)	Depth to Water	Continuous	Alluvium	Monitoring of drawdown between wellfield and Bean Flat phreatophytes
	MH – 421 (139 N21 E49 16CCBB1)	Depth to Water	Continuous	Alluvium	Monitoring of west side of KV wellfield drawdown
	RWX - 209 shallow and deep	Depth to Water	Continuous	Alluvium /Vinini	Monitoring of northwest side of KV wellfield drawdown
	MRCMW	Depth to Water	Continuous	Alluvium	Monitoring of potential drawdown in Roberts Creek watershed
	LRCMW	Depth to Water	Continuous	Alluvium	Monitoring of potential drawdown in Roberts Creek watershed
	IGMI-154	Depth to Water	Continuous	Alluvium	Pit area groundwater monitoring
	IGMI-234P	DTW and Chemistry	Continuous	Alluvium	Monitor groundwater elevation change in Whistler Range; Sentinel well
	IGMI-235P	DTW and Chemistry	Continuous	Vinini Fm	Monitor groundwater elevation change in Whistler Range; Sentinel well
	IGMI-237P	DTW and Chemistry	Continuous	Vinini Fm	Monitor groundwater elevation change in Whistler Range; Sentinel well
	TM1-B	DTW and Chemistry	Continuous	Alluvium	Monitoring of east side of KV wellfield drawdown

Area	Site Name(s)	Parameters	Frequency	Formation	Rationale
Kobeh Valley Groundwater	Atlas 1	DTW/ pressure	Continuous	Alluvium	Monitoring northwest of predicted 10 foot drawdown contour
	Bartine Ranch Well 1, 2, 3 (flowing)	DTW/pressure	Continuous	Alluvium	Assess impact of pumping on artesian flows outside predicted 10 foot drawdown contour
	Big Windmill	DTW/pressure	Continuous	Alluvium	Monitor groundwater elevation change in transition zone between wellfield and pit area
	Colby well	DTW/pressure	Continuous	Alluvium	Assess impact of pumping on artesian flows outside predicted 10 foot drawdown contour
	KV 064	DTW/pressure	Continuous	Alluvium	Assess impact of pumping on artesian flows outside predicted 10 foot drawdown contour
	Depco INC	DTW/pressure	Continuous	Alluvium	Monitoring of drawdown between wellfield and Bean Flat phreatophytes
	Etcheverry Windmill	DTW/pressure	Continuous	Alluvium	Monitoring of west side of KV wellfield drawdown
	IGMI-MH-RWX-203 T	DTW/pressure	Continuous	Alluvium	Monitor groundwater elevation change in transition zone between wellfield and pit area
	GMI-RWX-219	DTW/pressure	Continuous	Alluvium	Monitor groundwater elevation change in transition zone between wellfield and pit area
	NDWR9211R (Risi Well)	DTW/pressure	Continuous	Alluvium	Assess impact of pumping on artesian flows outside predicted 10 foot drawdown contour
	RWX- 204	DTW/pressure	Continuous	Alluvium	Monitor groundwater elevation change in transition zone between wellfield and pit area
	KFE	DTW/pressure	Continuous	Alluvium	Monitor groundwater elevation change in transition zone between wellfield and pit area
	KFW	DTW/pressure	Continuous	Alluvium	Monitoring northwest of predicted 10

Area	Site Name(s)	Parameters	Frequency	Formation	Rationale
					foot drawdown contour
Kobeh Valley Groundwater	Treasure Well	DTW/pressure	Continuous	Alluvium	Assess impact of pumping on artesian flows outside predicted 10 foot drawdown contour
	GMI-RWX-223	DTW/pressure	Continuous	Alluvium	Measure drawdown progression in wellfield
Kobeh Valley Streams	LRC (Lower Roberts Creek)	Flow Rate; Water Quality	Continuous		Potential indirect impacts to perennial streams
	URC (Upper Roberts Creek)	Flow Rate; Water Quality	Continuous		Potential indirect impacts to perennial streams
	MH 700 (Cottonwood Canyon)	Flow	Continuous		Potential indirect impacts to perennial streams
	MH 701 (Cottonwood Canyon)	Flow	Continuous		Potential indirect impacts to perennial streams
	MH 704 (West Cottonwood Canyon)	Flow	Continuous		Potential indirect impacts to perennial streams
Kobeh Valley Springs	KV-002 (Potato Canyon)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	KV-026 (Rutabaga)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts near wellfield
	KV-034 (Mud)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts near wellfield
	KV-035 (Lone Mtn)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts south of wellfield
	KV-044 (Hot)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	KV-015 (Unnamed)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	KV-016 (Unnamed)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	KV-020 (Unnamed)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	OT-6 (Unnamed)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts

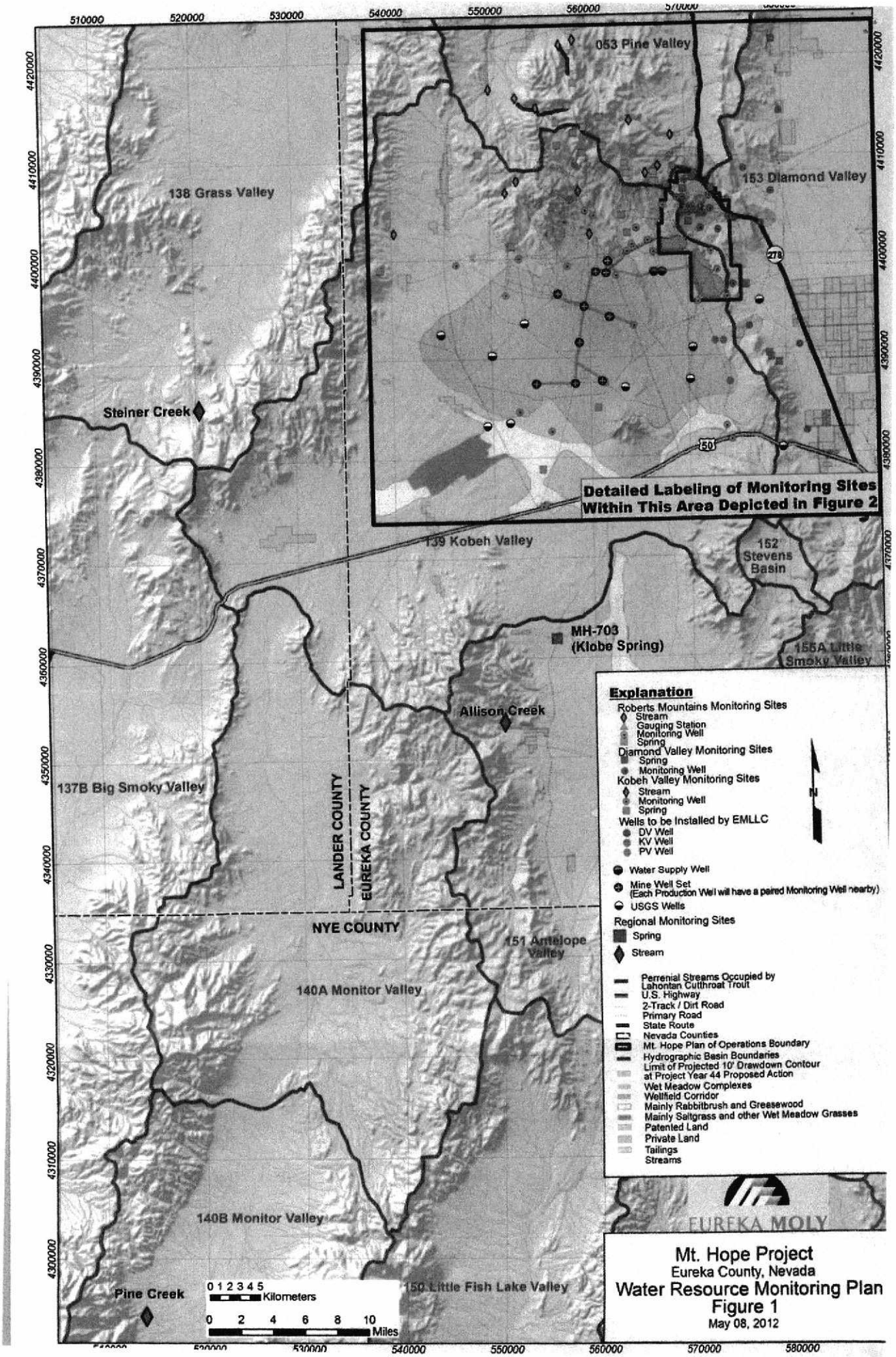
Area	Site Name(s)	Parameters	Frequency	Formation	Rationale
Kobeh Valley Springs	OT-7 (Nichols Spring)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	MH - 702 (Jack Spring)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts, west side of Roberts Mtn.
Antelope Valley Spring	MH – 703 (Klobe Spring)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts in Antelope Valley
Antelope Valley Stream	Allison Creek	Flow, Photograph	Continuous		Potential indirect impacts to perennial streams
Grass Valley Stream	Steiner Creek	Flow, Photograph	Continuous		Potential indirect impacts to perennial streams
Pine Valley Springs	PV-059 (Dry Creek headwater spring)	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	PV-060	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	PV-061	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	PV-062	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	PV-063	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	PV-064	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	PV-065	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	OT-2	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	OT-3	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	OT-5	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
	OT-10A	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts

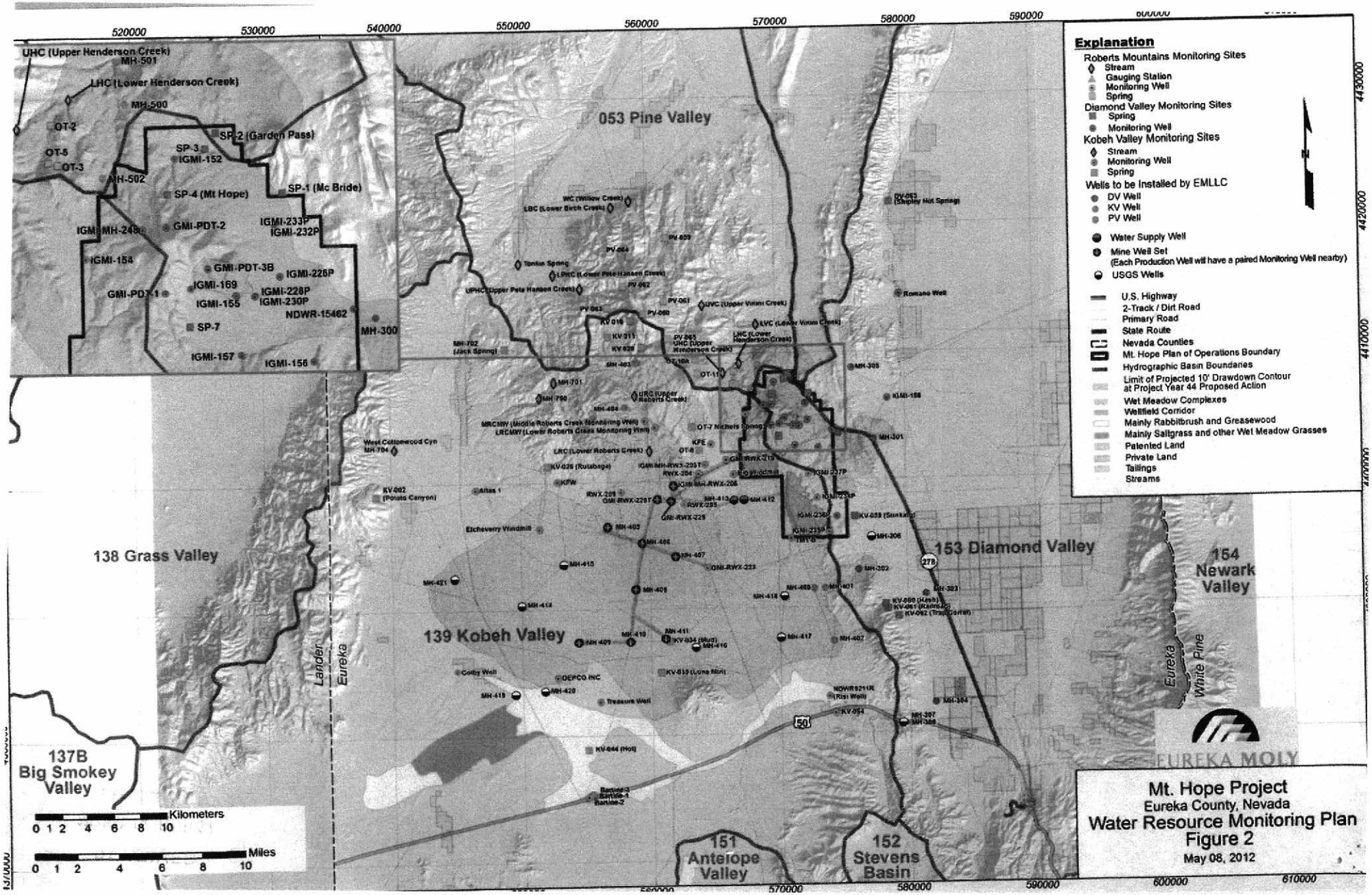
Area	Site Name(s)	Parameters	Frequency	Formation	Rationale
Pine Valley Springs	OT-11	Flow, Photograph	Quarterly		Monitor potential indirect spring impacts
Pine Valley Streams	LBC (Lower Birch Cr.)	Flow, Photograph	Continuous		Potential indirect impacts to perennial streams
	LHC (Lower Henderson Cr.)	Flow, Photograph	Continuous		Potential indirect impacts to perennial streams
	UHC (Upper Henderson Cr.)	Flow, Photograph	Continuous		Potential indirect impacts to perennial streams
	LPHC (Lower Pete Hansen Cr.)	Flow, Photograph	Continuous		Potential indirect impacts to perennial streams
	UPHC (Upper Pete Hansen Cr.)	Flow, Photograph	Continuous		Potential indirect impacts to perennial streams
	Tonkin Springs	Flow, Photograph	Continuous		Potential indirect impacts to perennial streams
	LVC (Lower Vinini)	Flow, Photograph	Continuous		Potential indirect impacts to perennial streams
	UVC (Upper Vinini Cr.)	Flow, Photograph	Continuous		Potential indirect impacts to perennial streams
	WC (Willow Cr.)	Flow, Photograph	Continuous		Potential indirect impacts to perennial streams
Pine Valley Groundwater	MH-500	Depth to Water	Continuous	Bedrock	Sentinel well in mountain block south of Henderson Creek
	MH-501	Depth to Water	Continuous	Alluvium	Henderson Creek groundwater elevations
	MH-502	Depth to Water	Continuous	Bedrock	Sentinel well in mountain block east of springs in upper Henderson Creek

Table 2 - Biological and Meteorological Monitoring

Area	Site Name(s)	Parameters	Frequency
Wet Meadow Complexes in Roberts Mountains	Three to five vegetation transects in each of the WMC. Locations to include areas where phreatophytic and riparian vegetation transitions to upland vegetation and sites within the core of theWMC	Species composition, species richness, and plant cover	Semi-Annually (May and July)
Phreatophytic vegetation in lower Kobeh Valley	Three to five vegetation transects in phreatophyte vegetation communities. Locations to include areas where phreatophytes transition to upland communities and sites within the core of the phreatophyte vetgetation community.	Species composition, species richness, and plant cover	Transects - Semi-Annually (April and June)
Phreatophytic and riparian vegetation in lower Roberts Creek	Three to five vegetation transects in the watershed. Locations to include areas where phreatophytic and riparian vegetation transitions to upland vegetation and sites within the core of the phreatophytic and riparian vegetation	Species composition, species richness, and plant cover	Transects - Semi-Annually (April; June)
Phreatophytic and riparian vegetation in Henderson Creek	Three to five vegetation transects in the watershed. Locations to include areas where phreatophytic and riparian vegetation transitions to upland vegetation and sites within the core of the phreatophytic and riparian vegetation	Species composition, species richness, and plant cover	Transects - Semi-Annually (April; June)
Roberts Mountain	Not applicable	Remote sensing (Aerial photography or satellite imagery)	Initially for entire mountain; Every two years for riparian areas
Streams in Roberts Mountains	Roberts Creek, Vinini Creek, Henderson Creek	Macro-invertebrate monitoring	Annually (late summer/early fall base flow)
Mine site	Existing Mt Hope met station	Temperature, precipitation, humidity,	Hourly

Area	Site Name(s)	Parameters	Frequency
		wind speed and wind direction	
Roberts Mountains	Minimum of 3 high-altitude sites in Roberts Mountains, locations to be determined.	Precipitation	To be determined


053 Pine Valley
153 Diamond Valley
138 Grass Valley
Steiner Creek
Detailed Labeling of Monitoring Sites Within This Area Depicted in Figure 2
139 Kobeh Valley
152 Stevens Basin
MH-703 (Klobe Spring)
155A Little Smoky Valley
Allison Creek
137B Big Smoky Valley
LANDER COUNTY
EUREKA COUNTY
NYE COUNTY
151 Antelope Valley
140A Monitor Valley
140B Monitor Valley
150 Little Fish Lake Valley
Pine Creek
Explanation
Roberts Mountains Monitoring Sites
Stream
Gauging Station
Monitoring Well
Spring
Diamond Valley Monitoring Sites
Spring
Monitoring Well
Kobeh Valley Monitoring Sites
Stream
Monitoring Well
Spring
Wells to be Installed by EMLLC
DV Well
KV Well
PV Well
Water Supply Well
Mine Well Set
(Each Production Well will have a paired Monitoring Well nearby)
USGS Wells
Regional Monitoring Sites
Spring
Stream
Perrenial Streams Occupied by Lahontan Cutthroat Trout
U.S. Highway
2-Track / Dirt Road
Primary Road
State Route
Nevada Counties
Mt. Hope Plan of Operations Boundary
Hydrographic Basin Boundaries
Limit of Projected 10' Drawdown Contour at Project Year 44 Proposed Action
Wet Meadow Complexes
Wellfield Corridor
Mainly Rabbitbrush and Greasewood
Mainly Saltgrass and other Wet Meadow Grasses
Patented Land
Private Land
Tailings
Streams
N
0 1 2 3 4 5 Kilometers
0 2 4 6 8 10 Miles
EUREKA MOLY
Mt. Hope Project
Eureka County, Nevada
Water Resource Monitoring Plan
Figure 1
May 08, 2012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UHC (Upper Henderson Creek)
MH-501
LHC (Lower Henderson Creek)
MH-500
OT-2
SP-2 (Garden Pass)
OT-5
SP-3
IGMI-152
OT-3
MH-502
SP-4 (Mt Hope)
SP-1 (Mc Bride)
IGMI-MH-248
GMI-PDT-2
IGMI-233P
IGMI-232P
IGMI-154
GMI-PDT-3B
IGMI-226P
IGMI-169
GMI-PDT-1
IGMI-228P
IGMI-155
IGMI-230P
NDWR-15462
SP-7
MH-300
IGMI-157
IGMI-158
053 Pine Valley
WC (Willow Creek)
LBC (Lower Birch Creek)
PV-064
PV-059
Tonkin Spring
LPHC (Lower Pete Hansen Creek)
UPHC (Upper Pete Hansen Creek)
PV-062
PV-061
UVC (Upper Vinini Creek)
PV-063
PV-060
KV-016
KV-011
KV-029
PV-065
UHC (Upper Henderson Creek)
LVC (Lower Vinini Creek)
LHC (Lower Henderson Creek)
MH-702 (Jack Spring)
MH-403
OT-10A
OT-11
MH-701
MH-700
URC (Upper Roberts Creek)
MH-404
MRCMW (Middle Roberts Creek Monitoring Well)
LRCMW (Lower Roberts Grass Monitoring Well)
OT-7 Nichols Spring
West Cottonwood Cyn MH-704
LRC (Lower Roberts Creek)
KFE
OT-6
KV-025 (Rutabaga)
IGMI-MH-RWX-235T
RWX-204
GMI-RWX-219
Windmill
IGMI-227P
KPW
KV-002 (Pouto Canyon)
Atlas 1
RWX-208
GMI-RWX-228T
IGMI-MH-RWX-206
MH-413
MH-412
RWX-225
GMI-RWX-229
IGMI-223P
KV-059 (Sunkaid)
Eicheverry Windmill
MH-405
MH-406
MH-407
MH-306
MH-415
GMI-RWX-223
MH-302
MH-421
MH-408
MH-418
MH-401
MH-383
MH-414
KV-060 (Hash)
KV-061 (Kalamazoo)
KV-062 (Trap Corner)
MH-410
MH-411
KV-034 (Mud)
MH-409
MH-416
MH-417
MH-407
Colby Well
OEPCO INC
KV-013 (Luna Mtn)
MH-419
MH-420
Treasure Well
NDWR9211R (Rist Well)
MH-384
KV-054
MH-397
MH-398
KV-044 (Hot)
Battle-3
Battle-1
Battle-2
138 Grass Valley
139 Kobeh Valley
137B Big Smokey Valley
153 Diamond Valley
154 Newark Valley
151 Antelope Valley
152 Stevens Basin
Lander
Eureka
Eureka
White Pine
278
50
Romano Well
KV-053 (Shipley Hot Spring)
MH-305
KIMI-156
MH-301
Explanation
Roberts Mountains Monitoring Sites
Stream
Gauging Station
Monitoring Well
Spring
Diamond Valley Monitoring Sites
Spring
Monitoring Well
Kobeh Valley Monitoring Sites
Stream
Monitoring Well
Spring
Wells to be Installed by EMLLC
DV Well
KV Well
PV Well
Water Supply Well
Mine Well Set
(Each Production Well will have a paired Monitoring Well nearby)
USGS Wells
U.S. Highway
2-Track / Dirt Road
Primary Road
State Route
Nevada Counties
Mt. Hope Plan of Operations Boundary
Hydrographic Basin Boundaries
Limit of Projected 10' Drawdown Contour at Project Year 44 Proposed Action
Wet Meadow Complexes
Wellfield Corridor
Mainly Rabbitbrush and Greasewood
Mainly Saltgrass and other Wet Meadow Grasses
Patented Land
Private Land
Tailings
Streams
N
Kilometers
0 1 2 4 6 8 10
Miles
0 1 2 4 6 8 10
EUREKA MOLY
Mt. Hope Project
Eureka County, Nevada
Water Resource Monitoring Plan
Figure 2
May 08, 2012

Correspondence #5
6/28/2012

BRIAN SANDOVAL
GOVERNOR

FRANK R. WOODBECK
DIRECTOR

DETR
Nevada Department of Employment, Training and Rehabilitation

OFFICE OF THE DIRECTOR

June 20, 2012

Commissioner Dean Bullock
Lander County, District 2
315 S Humboldt St
Battle Mountain, NV 89820

Dear Commissioner Bullock:

The purpose of this letter is to inform you that Richard Lee, Vice Chairman, Governor's Workforce Investment Board (GWIB), has appointed you to serve on the GWIB's Mining, Materials and Manufacturing Sector Council. This appointment is effective immediately. The Department of Employment, Training and Rehabilitation (DETR) serves as staff to this Council. Earl McDowell, Deputy Administrator, Workforce Solutions Unit, DETR, will be in contact to provide you with an overview of your responsibilities on this Council.

On behalf of Governor Brian Sandoval, DETR extends its appreciation for your service and support of Nevada's workforce investment system and the citizens of the Silver State.

Sincerely,

Frank R. Woodbeck
Director

oc

cc: Governor Brian Sandoval
Richard Lee – Vice Chairman, Governor's Workforce Investment Board
Earl McDowell, Deputy Administrator, Workforce Solutions Unit, DETR

RECEIVED
JUN 25 2012
COUNTY COMMISSION

500 East Third Street, Room 200 • Carson City, NV 89713 • (775) 684-3911• Fax (775) 684-3908
2800 E. St. Louis Avenue • Las Vegas, Nevada 89104 • (702) 486-7923 • Fax (702) 486-6426

Correspondence #6
6/28/2012

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Battle Mountain District Office
50 Bastian Road
Battle Mountain, Nevada 89820
Phone: 775-635-4000 Fax: 775-635-4034
http://www.blm.gov/nv/st/en/fo/battle_mountain_field.html

RECEIVED
JUN 26 2012
COUNTY COMMISSION

JUN 22 2012

In Reply Refer To:
4100/4700 (LLNVB0000)

Dear Interested Public:

The Bureau of Land Management (BLM) Battle Mountain District Office (BMDO) is pleased to announce the completion and availability of the *Battle Mountain District Drought Management Environmental Assessment* (EA). Please contact Casey Johnson, Rangeland Management Specialist, or Tessa Teems, Planning and Environmental Coordinator, at the above address or phone number to receive either a CD version or a hard copy of the EA, or visit the World Wide Web at the following address: www.blm.gov/nv/st/en/fo/battle_mountain_field.html. Comments to the preliminary EA have been received and reviewed; BLM's responses to those comments are included as Attachment 4 of the EA. A drought response action (DRA) was added based on public comments received that involves moving wild horses and burros to other areas within an HMA that may have adequate forage and water resources capable of supporting the existing population of wild horses and/or burros.

According to the US Drought Monitor, as of June 19, 2012, approximately 73% of the state of Nevada is experiencing severe drought conditions. Field monitoring indicates that many areas within the Battle Mountain District (BMD) are experiencing drought impacts including substantial reductions in forage production and reduced spring and stream flows. It is likely that a continuation of these conditions will impair forage and water resources on many more areas within the BMD. The EA was prepared to analyze a range of DRAs that would be used to mitigate the effects of drought and to avoid emergency situations. These include temporary water hauls; temporary above ground pipelines; temporary changes in livestock season of use; temporary reductions in livestock grazing duration; temporary reductions in livestock animal unit months; temporary partial or complete closures of allotments; temporary changes in livestock management practices; temporary fencing; targeted grazing of invasive annual dominated plant communities; temporary changes in kind or class of livestock; and wild horse and burro relocations or removals. This EA will allow the BLM to quickly respond to drought conditions, thereby avoiding emergencies and ensuring the long-term health and sustainability of public lands within the BMD.

The EA describes the environmental impacts that implementing the DRAs would likely have on the environment. Impacts to wildlife, wild horse and burros, socio-economics, riparian and wetland zones, vegetation, soils concerns and other resources are fully analyzed in the EA.

On June 22, 2012, I approved the Finding of No Significant Impacts. ***At this time, no decision record is being issued; however, if drought conditions worsen I will, as appropriate, implement DRAs. DRAs will be implemented through the issuance of full force and effect decisions pursuant to 43 CFR §§4110.3-3(b), 4770.3(c) and in accordance with 43 CFR §4120.3 after consultation with, or a reasonable attempt to consult with, affected permittees or lessees, the interested public, and the state having lands or responsible for managing resources within the area. Decisions will be implemented within all appropriate laws, regulations and policies. Voluntary reductions in livestock use or voluntary DRAs may offset the need to issue drought decisions.***

DRA decisions will be supported by site-specific monitoring data collected as outlined in the Drought Detection and Monitoring Plan (see Attachment 1 of the EA). Justification for wild horse and/or burro drought gathers will be thoroughly documented within a site-specific decision and drought gather plan (see Attachment 3 of the EA for a Drought Gather Plan Outline).

If you have any questions or comments regarding this EA, please contact Casey Johnson, Rangeland Management Specialist at (775) 635-4059, or Tessa Teems, Planning and Environmental Coordinator at (775) 635-4067, or at the above address.

Sincerely,

Douglas W. Furtado
District Manager

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Douglas W. Furtado
District Manager