

LANDER COUNTY COMMISSION MEETING

September 27, 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 regarding the progress of the Fiscal Year 2011-2012 audit, current year contracts, general financial operations of the County and other fiscal issues.

Recommended Action:

No specific action is necessary on this agenda item.

LANDER COUNTY COMMISSION MEETING
September 27, 2012

AGENDA ITEM NO. 2

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and update on Road and Bridge South projects and other matters properly related thereto.

Public comment.

Background:

Lander County Road and Bridge South Foreman Bartolo Ramos will give an update to the Commission on Road and Bridge South Projects.

Recommended Action:

No specific action is necessary or allowed on this agenda item.

LANDER COUNTY COMMISSION MEETING
September 27, 2012

AGENDA ITEM NO. 3

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and update on Road and Bridge North projects and other matters properly related thereto.

Public comment.

Background:

Lander County Road and Bridge North Foreman Donald Negro will give an update to the Commission on Road and Bridge North Projects.

Recommended Action:

No specific action is necessary or allowed on this agenda item.

LANDER COUNTY COMMISSION MEETING
September 27, 2012

AGENDA ITEM NO. 4

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion and update on Public Works projects and other matters properly related thereto.

Public comment.

Background:

Lander County Public Works Foreman Jacob Edgar will give an update to the Commission on Public Works Projects.

Recommended Action:

No specific action is necessary or allowed on this agenda item.

LANDER COUNTY COMMISSION MEETING
September 27, 2012

AGENDA ITEM NO. 5

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding award of bid for the Battle Mountain Water and Sewer Department Fifth Street Alleys Water and Sewer Replacement, Sports Complex Waterline and Parking Lot project and other matters properly related thereto.

Public comment.

Background:

The Bid Tabulation Schedule for the Battle Mountain Water and Sewer Department Fifth Street Alleys Water and Sewer Replacement, Sports Complex Waterline and Parking Lot project is presented for Commission consideration.

Lander County Public Works Foreman Jacob Edgar will give a recommendation for award of bid on this project to the Commission.

Seven (7) bids for this project, ranging from \$665,144.00 to \$1,465,465.00, were received on September 19, 2012. The recommendation from Steve Brigman of Shaw Engineering is to award the bid for this project to H. E. Hunewill Construction as the responsive and responsible bidder submitting the lowest bid price of **\$665,144.00**.

Recommended Action:

Public Works Foreman Edgar will give a recommendation for award of bid on this project to the Commission.



September 20, 2012

Lander County Commissioners
Lander County, Nevada
315 South Humboldt
Battle Mountain, Nevada 89820

RE: Battle Mountain Water & Sewer Department
Fifth Street Alleys Water & Sewer Replacement
Sports Complex Waterline and Parking Lot
Recommendation of Award

Gentleman:

Shaw Engineering has reviewed the bid proposal submitted by H.E. Hunewill Construction (Hunewill). Hunewill is the apparent low bidder. Their bid amount is \$665,144.00. They have satisfactorily completed the forms associated with the bid proposal package and in the opinion of Shaw Engineering has submitted a responsive and responsible bid. Furthermore, they are qualified to perform the work with regard to licensure and experience.

Shaw Engineering therefore recommends the award of this project to Hunewill.

If you have any questions or comments please feel free to call anytime.

Sincerely,

Steve Brigman, P.E.
Project Engineer

cc: Gene Etcheverry, Executive Director
Jake Edgar, Battle Mountain Water & Sewer

Attachments: Bid Tabulation

20 Vine Street
Reno, Nevada
89503

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775.
329.5559

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775.
329.5406

Email:
www.
shawengineering
.com

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Under County
Battle Mountain Water and Sewer Department
5th Street Alley's Water and Sewer Replacement, Sports Complex Waterline and Parking Lot
Bid Tabulations
September 19, 2012

Item	Description	Qty	Unit	Huttenwill Construction Co., Inc.		West Coast Contractors, Inc.		Byrd Underground, LLC		A & K Earthmovers		Gerhardt & Berry Construction		Rapid Construction, Inc.		Granite Construction Co.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 61,000.00	\$ 61,000.00	\$ 57,543.00	\$ 57,543.00	\$ 116,059.00	\$ 116,059.00	\$ 46,000.00	\$ 46,000.00	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 50,000.00
2	Traffic Control	1	LS	\$ 750.00	\$ 750.00	\$ 9,000.00	\$ 9,000.00	\$ 15,540.00	\$ 15,540.00	\$ 36,000.00	\$ 36,000.00	\$ 3,112.00	\$ 3,112.00	\$ 25,000.00	\$ 25,000.00	\$ 19,348.00	\$ 19,348.00
3	Temporary Water System	1	LS	\$ 100.00	\$ 100.00	\$ 13,200.00	\$ 13,200.00	\$ 31,526.00	\$ 31,526.00	\$ 16,400.00	\$ 16,400.00	\$ 63,614.00	\$ 63,614.00	\$ 55,000.00	\$ 55,000.00	\$ 64,000.00	\$ 64,000.00
4	8-inch Gate Valve	2	EA	\$ 1,881.00	\$ 3,762.00	\$ 1,700.00	\$ 3,400.00	\$ 1,806.00	\$ 3,612.00	\$ 2,700.00	\$ 5,400.00	\$ 1,853.80	\$ 3,707.60	\$ 3,500.00	\$ 7,000.00	\$ 2,800.00	\$ 5,600.00
5	Install 8-inch Waterline	2,990	LF	\$ 40.00	\$ 119,600.00	\$ 38.00	\$ 113,620.00	\$ 45.00	\$ 134,550.00	\$ 41.00	\$ 122,590.00	\$ 46.00	\$ 137,540.00	\$ 50.00	\$ 149,500.00	\$ 40.00	\$ 119,800.00
6	Install 10-inch Waterline	25	LF	\$ 144.00	\$ 3,600.00	\$ 165.00	\$ 4,125.00	\$ 318.00	\$ 7,950.00	\$ 233.00	\$ 5,825.00	\$ 223.20	\$ 5,580.00	\$ 65.00	\$ 1,625.00	\$ 215.00	\$ 5,375.00
7	Install 1" PE Water Service Lateral	54	EA	\$ 488.00	\$ 26,352.00	\$ 1,225.00	\$ 66,150.00	\$ 879.00	\$ 47,466.00	\$ 1,100.00	\$ 59,400.00	\$ 1,080.40	\$ 58,341.60	\$ 850.00	\$ 45,900.00	\$ 800.00	\$ 43,200.00
8	Install Single Water Meter Box Assembly	48	EA	\$ 1,478.00	\$ 70,944.00	\$ 1,600.00	\$ 76,800.00	\$ 1,700.00	\$ 81,744.00	\$ 1,550.00	\$ 74,400.00	\$ 1,446.15	\$ 69,415.20	\$ 1,500.00	\$ 72,000.00	\$ 2,000.00	\$ 96,000.00
9	Install Double Water Meter Box Assembly	6	EA	\$ 3,340.00	\$ 19,440.00	\$ 3,400.00	\$ 20,400.00	\$ 3,952.00	\$ 23,712.00	\$ 3,900.00	\$ 23,400.00	\$ 3,535.85	\$ 21,095.10	\$ 3,500.00	\$ 21,000.00	\$ 4,900.00	\$ 29,400.00
10	Install 1" PE Residential Water Service Lateral & Meter Box	2	EA	\$ 1,888.00	\$ 3,776.00	\$ 3,400.00	\$ 6,800.00	\$ 4,630.00	\$ 9,260.00	\$ 2,700.00	\$ 5,400.00	\$ 2,951.75	\$ 5,903.50	\$ 2,600.00	\$ 5,200.00	\$ 3,000.00	\$ 6,000.00
11	Install 2" Commercial Water Service Lateral & Meter Box	1	EA	\$ 6,684.00	\$ 6,684.00	\$ 11,000.00	\$ 11,000.00	\$ 9,527.00	\$ 9,527.00	\$ 8,675.00	\$ 8,675.00	\$ 8,172.95	\$ 8,172.95	\$ 2,600.00	\$ 2,600.00	\$ 9,100.00	\$ 9,100.00
12	Reconnect (E) Fire Hydrant	4	EA	\$ 2,380.00	\$ 9,520.00	\$ 2,400.00	\$ 9,600.00	\$ 2,867.00	\$ 11,468.00	\$ 2,650.00	\$ 10,600.00	\$ 2,541.90	\$ 10,167.60	\$ 2,900.00	\$ 11,600.00	\$ 3,600.00	\$ 14,400.00
13	Demolish and Remove (E) Manhole	8	EA	\$ 325.00	\$ 2,600.00	\$ 925.00	\$ 7,400.00	\$ 2,669.00	\$ 21,352.00	\$ 500.00	\$ 4,000.00	\$ 478.00	\$ 3,824.00	\$ 1,500.00	\$ 12,000.00	\$ 1,500.00	\$ 12,000.00
14	48-inch Diameter Manhole	10	EA	\$ 2,560.00	\$ 25,600.00	\$ 3,600.00	\$ 36,000.00	\$ 4,486.00	\$ 44,860.00	\$ 3,600.00	\$ 36,000.00	\$ 2,785.75	\$ 27,857.50	\$ 5,500.00	\$ 55,000.00	\$ 5,100.00	\$ 51,000.00
15	12-inch Sanitary Sewer Pipe	470	LF	\$ 22.80	\$ 10,716.00	\$ 34.00	\$ 15,980.00	\$ 44.00	\$ 20,680.00	\$ 47.00	\$ 22,090.00	\$ 47.80	\$ 22,377.60	\$ 65.00	\$ 30,550.00	\$ 90.00	\$ 42,300.00
16	12-inch Sanitary Sewer Pipe	2,520	LF	\$ 37.50	\$ 94,500.00	\$ 43.00	\$ 108,450.00	\$ 44.00	\$ 111,200.00	\$ 46.00	\$ 116,520.00	\$ 47.75	\$ 120,425.00	\$ 60.00	\$ 150,000.00	\$ 80.00	\$ 200,000.00
17	8-inch Sanitary Sewer Pipe	50	LF	\$ 36.50	\$ 1,825.00	\$ 66.00	\$ 3,300.00	\$ 68.00	\$ 3,400.00	\$ 45.00	\$ 2,250.00	\$ 50.65	\$ 2,532.50	\$ 45.00	\$ 2,250.00	\$ 85.00	\$ 4,250.00
18	Sanitary Sewer Lateral	50	EA	\$ 400.00	\$ 20,000.00	\$ 925.00	\$ 46,250.00	\$ 1,574.00	\$ 78,700.00	\$ 1,195.00	\$ 59,750.00	\$ 1,089.85	\$ 54,492.50	\$ 1,500.00	\$ 75,000.00	\$ 1,450.00	\$ 72,500.00
19	Concrete Repair	220	SF	\$ 8.00	\$ 1,760.00	\$ 38.00	\$ 8,360.00	\$ 16.00	\$ 3,520.00	\$ 27.30	\$ 6,006.00	\$ 27.95	\$ 6,017.00	\$ 45.00	\$ 9,900.00	\$ 20.00	\$ 4,400.00
20	Asphalt Pavement Repair	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 21,000.00	\$ 21,000.00	\$ 88,122.00	\$ 88,122.00	\$ 107,000.00	\$ 107,000.00	\$ 132,308.00	\$ 132,308.00	\$ 14,787.10	\$ 14,787.10	\$ 88,000.00	\$ 88,000.00
21	Phone Account	0	NA	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00
22	8-inch Connection Assembly	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 4,600.00	\$ 4,600.00	\$ 3,630.00	\$ 3,630.00	\$ 5,000.00	\$ 5,000.00	\$ 5,934.80	\$ 5,934.80	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00
23	8-inch Valve Assembly	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 4,700.00	\$ 4,700.00	\$ 3,862.00	\$ 3,862.00	\$ 2,200.00	\$ 2,200.00	\$ 2,612.80	\$ 2,612.80	\$ 3,500.00	\$ 3,500.00	\$ 2,600.00	\$ 2,600.00
24	Install 8-inch Waterline	955	LF	\$ 20.00	\$ 19,100.00	\$ 37.00	\$ 35,315.00	\$ 50.00	\$ 28,850.00	\$ 36.00	\$ 34,380.00	\$ 30.00	\$ 28,650.00	\$ 45.00	\$ 42,975.00	\$ 30.00	\$ 28,650.00
25	48-inch Diameter Manhole	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 3,100.00	\$ 3,100.00	\$ 4,484.00	\$ 4,484.00	\$ 3,200.00	\$ 3,200.00	\$ 2,559.85	\$ 2,559.85	\$ 5,500.00	\$ 5,500.00	\$ 5,100.00	\$ 5,100.00
26	8-inch Diameter Sanitary Sewer Clean-Out	1	EA	\$ 350.00	\$ 350.00	\$ 1,400.00	\$ 1,400.00	\$ 531.00	\$ 531.00	\$ 700.00	\$ 700.00	\$ 299.80	\$ 299.80	\$ 1,500.00	\$ 1,500.00	\$ 800.00	\$ 800.00
27	8-inch Sanitary Sewer Pipe	540	LF	\$ 36.00	\$ 19,440.00	\$ 49.00	\$ 26,460.00	\$ 30.00	\$ 16,200.00	\$ 45.00	\$ 24,300.00	\$ 44.20	\$ 23,868.00	\$ 65.00	\$ 35,100.00	\$ 53.00	\$ 28,620.00
28	Asphalt Pavement Parking Lot	33,320	LF	\$ 2.00	\$ 66,640.00	\$ 3.75	\$ 124,875.00	\$ 4.00	\$ 133,280.00	\$ 3.90	\$ 129,948.00	\$ 4.00	\$ 133,280.00	\$ 5.25	\$ 173,610.00	\$ 3.95	\$ 131,612.00
Total Bid Price Items 1 thru 28					\$65,144.00		\$76,155.00		\$1,125,889.00		\$1,174,000.00		\$1,186,466.00		\$1,236,612.10		\$1,485,485.00

LANDER COUNTY COMMISSION MEETING
September 27, 2012

AGENDA ITEM NO. 6

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding approval/disapproval of E-Payment Services Agreement between Lander County and Point and Pay LLC; authorization for the Lander County Treasurer to sign the agreement; and other matters properly related thereto.

Public comment.

Background:

The proposed E-Payment Services Agreement between Lander County and Point and Pay, LLC and the request for authorization of the Lander County Treasurer to sign the Agreement are presented for Commission consideration.

Lander County has maintained an agreement with an E-payment service provider since April 2009, (Official Payments). Due to low dollar-volume, the current service provider will be assessing a \$1,000.00 annual fee for this service.

Lander County Treasurer Grace Powrie will provide further details on this item to the Commission.

Recommended Action:

Treasurer Powrie will make a recommendation for action by the Commission on this item.

AGENDA REQUEST FORM

MEETING DATE:

September 13, 2012Name: **Grace Powrie**

Representing:

Lander County TreasurerAddress: **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 agreement between**Lander County and Point and Pay-an E-Payment Service Provider****and authorize Lander County Treasurer to sign and other matters properly relating thereto.****WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE?****Approve agreement and authorize Lander County Treasurer to sign**

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST?

AMOUNT: **option- one time \$500.00 set up on operated assisted calls**☒ YES☐ NOHAS 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

ASSESSOR

BUILDING

AIRPORT

R & B

PUB WORKS

FAIR/REC

SHERIFF

WELFARE

PLANNING

RECORDER

GOLF

EXECUTIVE DIRECTOR

J.P.

D.A.

TREASURER

SWIM POOL

HOSPITAL

CIVIC CENTER

FINANCE DIRECTOR

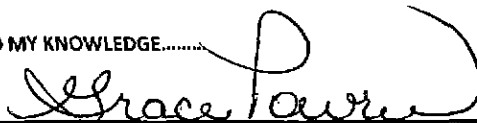
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**THE COUNTY EXECUTIVE DIRECTOR RESERVES THE RIGHT TO REJECT OR RECOMMEND
TABLING ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.**

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



MEETING DATE:

September 13, 2012#
6

Explanation:

OFFICIAL PAYMENTS

- 1 The County currently has an agreement (since April 2009) with an E-Payment Service Provider named "Official Payments".
- 2 Because of our low dollar payment volume- beginning August 31, 2012 we will be charged an annual fee of \$1,000.00.
- 3 I would like to **TERMINATE** our current agreement with Official Payments. (I have 45 days before termination procedure will begin)

POINT AND PAY

- 1 I would like the Commission to **APPROVE** an agreement with an E-Payment Service Provider named "**Point and Pay**".
 - 2 **NO COST to the County- UNLESS**
 - 3 I choose the **OPTION** to have "operator assisted calls". IF I choose for "operated assisted calls" there would be a ONE time cost of \$500.00.
- The agreement will go into effect 30 days from September 13, 2012- upon approval of the Commission

POINT AND PAY
E-PAYMENT SERVICES AGREEMENT

Parties:

Point and Pay LLC ("PNP")
A subsidiary of NAB, doing business in Delaware

[Lander County NV] ("Client")

Terms

SECTION 1 E-PAYMENT SERVICES

1.1 Access to Payment Modules

1.1.1 Pursuant to this E-Payment Services Agreement (this "**Agreement**"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "**Services**") and payment modules (each, a "**Module**") chosen in the attached client application ("**Client Application**") to enable Client's customers ("**Customers**") to make payments to Client using a Payment Device. "**Payment Device**" means the payment type(s) chosen by Client on the Client Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "**Services Description**").

1.1.2 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("**Affiliates**"). Each Affiliate shall complete a Client Application prior to commencement of the Services.

1.2 Client Representatives

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

1.3 Payment Device Transactions

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

1.4 Service Promotion

Client will use reasonable efforts to promote the Services and build awareness of the Services with its customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.5 Trademark License

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "**Trademarks**") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

1.6 Client Logo License

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("**Client Marks**") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

SECTION 2

COMPENSATION

2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Client Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

2.2 Activation Fee

If applicable, Client shall pay the one-time Activation Fee set forth on the Client Application. If the Activation Fee or any portion of the Activation Fee is waived by PNP and the Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, the waived portion of the Activation Fee shall become immediately due and payable.

2.3 Charge-backs and Returns

Unless otherwise specified in the Client Application, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Client Application.

2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client. Client acknowledges that it will be subject to a \$25 reject fee if items are returned for insufficient funds.

SECTION 3

INTELLECTUAL PROPERTY; CONFIDENTIALITY

3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property Rights" means all the intellectual

property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "**Confidential Information**" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement,

Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 5

LIMITATIONS OF LIABILITY AND OBLIGATION

5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the non-exclusive provider of fee-based electronic payment services and that Client may procure similar such services from any other party.

SECTION 8

TERM AND TERMINATION

8.1 Term

The initial term of this Agreement will commence on the Effective Date and will end on the first (1st) anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the Initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

8.2 In the Event of Breach; Effect on Affiliates

8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice").

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

8.3 Modification to or Discontinuation of the Service

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within thirty (30) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

SECTION 9**PAYMENT DEVICE TRANSACTION DEPOSITS**

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

SECTION 10**FORCE MAJEURE**

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11**GOVERNING LAW**

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Nevada without reference to its conflicts of law principles.

SECTION 12**NOTICES**

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client: See Merchant Application

If to PNP: Point and Pay LLC
110 State St. E, Suite D
Oldsmar, FL 34677

MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

Point and Pay LLC

[Lander County NV]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Services Description

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its end-user customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

Service Modules

- **Counter Module.** The Counter Module allows customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.
- **Web Module.** THE WEB MODULE MUST BE CHOSEN TOGETHER WITH THE COUNTER MODULE. The Web Module allows customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Web Module. PNP shall create the Client-branded, PNP-hosted web pages at no additional charge. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."
- **Interactive Voice Response (IVR) Module.** THE IVR MODULE MUST BE CHOSEN TOGETHER WITH THE COUNTER MODULE. The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

Customer Payment Devices

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

Training

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

Support

The following support shall be provided to Client and Client's customers at no additional charge during the term of the Services:

- **First Level Support.** PNP shall provide first-level support to Customers via PNP's call center. Customer service representatives shall be available 8 a.m. EST to 10 p.m. EST M-F, to handle customer inquiries.
- **Second Level Support.** PNP shall provide first-level support to Client via telephone. Second level support shall be available Monday through Friday during normal business hours.

Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

Exhibit B
Client Bank Account Information

LANDER COUNTY COMMISSION MEETING
September 27, 2012

AGENDA ITEM NO. 7

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding ratification and acceptance of Grant Award No. 09-000-07-13-13, Nevada Aging and Disability Services Division, for the Lander County Senior Center congregate meal program in the amount of \$24,281.00, with required match of \$2,794.00; acknowledgement of Confidentiality Addendum; and other matters properly related thereto.

Public comment.

Background:

Grant Award No. 09-000-07-13-13, Nevada Aging and Disability Services Division, for the Lander County Senior Center congregate meal program in the amount of \$24,281.00, with required match of \$2,794.00 and the Confidentiality Addendum are presented for Commission consideration.

This Grant Award provides funding for the Congregate Meals Program, (meals served at the Senior Centers), in the amount of \$24,281.00 to the program. This grant award requires County matching funds in the amount of \$2,794.00.

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 Grant Award No. 09-000-07-13-13, Nevada Aging and Disability Services Division, for the Congregate Meals Program, in the amount of \$24,281.00, requiring County matching funds in the amount of \$2,794.00 to be paid from 2012-2013 budgeted resources.

NOTIFICATION OF GRANT AWARD

Grantee: Lander County Commission **Date:** September 12, 2012
Program Name: Lander County Senior Program **New / Revised Award:** New
Grant Number: 09-000-07-13-13 **Award Fiscal Year:** 2012/2013
Grant Period: 9/30/2012 - 9/29/2013

Vendor #: T40262000 **Funded Service:** Congregate Meals
DUNS #: **Grant Type:** Categorical

CFDA #	93.045			Total
Funding Source	Title III-C1	State		

Award	\$15,831.00	\$8,450.00		\$24,281.00
Carryover				\$0.00
Supplement				\$0.00
Deobligation				\$0.00
Total Amount				
Awarded	\$15,831.00	\$8,450.00	\$0.00	\$24,281.00
Required Match	\$2,794.00	\$0.00	\$0.00	\$2,794.00

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 independent audit to settle any financial disagreements or disputes. Audit costs are to be paid by grantee.


 Initials

17-SEP-2012
 Date

#7

NOTIFICATION OF GRANT AWARD

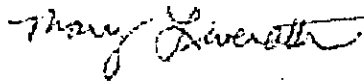
Grant Number: 09-000-07-13-13

Date: September 12, 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. Grant funds will be placed on hold until the following are received and approved by the RD Program Specialist:
 - Revised Projected Output Form to reflect actual performance

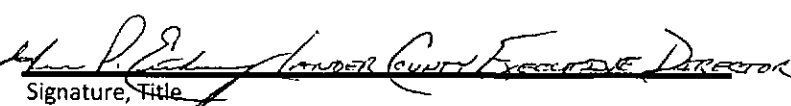


Mary Liveratti, Administrator

9/12/2012

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, Title17-September-2012
Date

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

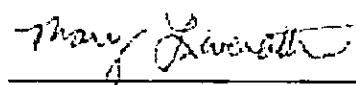
DIVISION


Signature

GENE P. ETCHEVERRY

Print Name

LANDER COUNTY EXECUTIVE DIRECTOR
Title


Signature

Mary Liveratti

Print Name

Administrator

LANDER COUNTY COMMISSION MEETING
September 27, 2012

AGENDA ITEM NO. 8

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding ratification and acceptance of Grant Award No. 09-000-04-24-13, Nevada Aging and Disability Services Division, for the Lander County Senior home delivered meals program in the amount of \$17,744.00, with required match of \$1,781.00; acknowledgement of Confidentiality Addendum; and other matters properly related thereto.

Public comment.

Background:

Grant Award No. 09-000-04-24-13, Nevada Aging and Disability Services Division, for the Lander County Senior Center home-delivered meals program in the amount of \$17,744.00, with required match of \$1,781.00 and the Confidentiality Addendum are presented for Commission consideration.

This Grant Award provides funding for the Home-Delivered Meals Program, in the amount of \$17,744.00 to the program. This grant award requires County matching funds in the amount of \$1,781.00.

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 Grant Award No. 09-000-04-24-13, Nevada Aging and Disability Services Division, for the Home-Delivered Meals Program, in the amount of \$17,744.00, requiring County matching funds in the amount of \$1,781.00 to be paid from 2012-2013 budgeted resources.

NOTIFICATION OF GRANT AWARD

Grantee: Lander County Commission **Date:** September 12, 2012
Program Name: Lander County Senior Program **New / Revised Award:** New
Grant Number: 09-000-04-24-13 **Award Fiscal Year:** 2013
Grant Period: 10/1/2012 - 9/30/2013

Vendor #: T40262000 **Funded Service:** Home-Delivered Meals
DUNS #: **Grant Type:** Categorical

CFDA #	93.045			Total
Funding Source	Title III-C2	State		

Award	\$10,089.00	\$7,655.00		\$17,744.00
Carryover				\$0.00
Supplement				\$0.00
Deobligation				\$0.00
Total Amount				
Awarded	\$10,089.00	\$7,655.00	\$0.00	\$17,744.00
Required Match	\$1,781.00	\$0.00	\$0.00	\$1,781.00

Standard Grant Conditions

- The total award amount designates a ceiling of participation by the Aging and Disability Services Division.
- Funds are requested and disbursed on a monthly basis or on an as-needed basis.
- 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.
- The Division, as Grant Agency, retains control over any capital equipment, including vehicles that are purchased or provided matching funds.
- 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.
- If any part of the award is sub-contracted, the Sub-Grantee must comply with the same grant conditions.
- 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.
- 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.
- The Grantee agrees to a limited scope independent audit to settle any financial disagreements or disputes. Audit costs are to be paid by grantee.


 Initials

17-SEP-2012
 Date

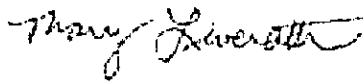
NOTIFICATION OF GRANT AWARD

Grant Number: 09-000-04-24-13

Date: September 12, 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



Mary Liveratti, Administrator

9/12/2012

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, Title12-September-2012
Date

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:

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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.

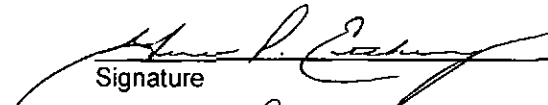
VI. OBLIGATIONS OF CONTRACTOR

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.

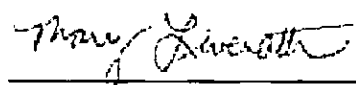
CONTRACTOR/ORGANIZATION

DIVISION


Signature

GENE P. ETCHEVERRY
Print Name

LANDER COUNTY EXECUTIVE DIRECTOR
Title


Signature

Mary Liveratti
Print Name

Administrator

LANDER COUNTY COMMISSION MEETING
September 27, 2012

AGENDA ITEM NO. 9

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding approval/disapproval of Proclamation No. 2012-13, a proclamation designating the month of October 2012 as Domestic Violence Awareness Month and other matters properly related thereto.

Public comment

Background:

Proclamation No. 2012-13, a proclamation designating the month of October 2012 as Domestic Violence Awareness Month, is presented for Commission consideration.

Recommended Action:

It is recommended that the Commission approve and adopt Proclamation No. 2012-13, a proclamation designating the month of October 2012 as Domestic Violence Awareness Month.

DOC # 0265101

09/28/2012

08:20 AM

Official Record

Recording requested By

LANDER COUNTY CLERK

Lander County - NV

Idonna Trevino - Recorder

Fee:

Page 1 of 3

RPTT:

Recorded By: T0

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637 Page- 0362



0265101

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

**PROCLAMATION NO. 2012-03 DESIGNATING THE MONTH OF OCTOBER, 2012
AS DOMESTIC VIOLENCE AWARENESS MONTH**

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.



PROCLAMATION NO. 2012-03

DESIGNATING THE MONTH OF OCTOBER, 2012 AS DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, in Lander County, Nevada, over 736 adult women and men have been victims of domestic violence since the inception of the Lander County Committee Against Domestic Violence;

WHEREAS, the problems of domestic violence are not confined to any group or groups of people, but across all economic, racial, affectional preference and social barriers;

WHEREAS, in our quest to impose sanctions on those who break the law by perpetrating violence, we must also meet the needs of battered women and men and their children who often suffer grave financial, physical and psychological losses;

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity and security, often leaving an imprint of fear and hostility;

WHEREAS, the impact of domestic violence is wide ranging, affecting society as a whole.

NOW THEREFORE BE IT RESOLVED, that we in Lander County are committed to restoring our first civil right – the right to freedom from fear in our own homes.

BE IT FURTHER RESOLVED, that in recognition of the important work done by domestic violence programs, we the Board of Lander County Commissioners, do hereby proclaim the month of October, 2012 as Domestic Violence Awareness Month and urge all citizens to actively participate in the scheduled activities and programs sponsored by the Lander County Committee Against Domestic Violence to work toward the elimination of personal and institutional violence against women and men.

PASSED AND ADOPTED this 21th day of ^{September} ~~October~~, 2012.



THOSE VOTING AYE:
COMMISSIONER'S

Bullock

Stienmetz

Garner

Mason

Williams

THOSE VOTING NAY:

THOSE ABSENT:

Dean Bullock

DEAN BULLOCK
LANDER COUNTY COMMISSIONER

ATTEST:

Sadie Sullivan

LANDER COUNTY CLERK

LANDER COUNTY COMMISSION MEETING

September 27, 2012

AGENDA ITEM NO. 10

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding approval/disapproval of General Partnership Agreement between Newmont USA Limited, Lander County, Lander County Convention and Tourism, Nevada Department of Wildlife (NDOW), and Bureau of Land Management – Battle Mountain District – Mount Lewis Field Office (BLM) for the Willow Creek Legacy Program and other matters properly related thereto.

Public comment.

Background:

The General Partnership Agreement between Newmont USA Limited, Lander County, Lander County Convention and Tourism, Nevada Department of Wildlife (NDOW), and Bureau of Land Management – Battle Mountain District – Mount Lewis Field Office (BLM) for the Willow Creek Legacy Program is presented for Commission consideration.

The purpose of the General Partnership Agreement is to create a community investment partnership among Newmont USA Limited and local, state and federal stakeholders to provide funding, labor and collective resources to restore and sustain the fishery, aquatic and riparian habitat and recreation assets of the Willow Creek Ponds area.

Recommended Action:

It is recommended that the Commission accept the General Partnership Agreement between Newmont USA Limited, Lander County, Lander County Convention and Tourism, Nevada Department of Wildlife (NDOW), and Bureau of Land Management – Battle Mountain District – Mount Lewis Field Office (BLM) for the Willow Creek Legacy Program and authorize the Chairman to sign the Agreement as the authorized representative of Lander County as a partner to the Willow Creek Legacy Program.

DOC # 0265238

10/24/2012

10:03 AM

Official Record

Recording requested By

LANDER COUNTY CLERK

Lander County - NV

Idonna Trevino - Recorder

Fee:

Page 1 of 14

RPTT:

Recorded By: BB

Book- 638 Page- 0165



0265238

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

GENERAL PARTNERSHIP AGREEMENT, WILLOW CREEK LEGACY PROGRAM

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.



0265238

Book: 638
Page: 166

10/24/2012
Page: 2 of 14



General Partnership Agreement

Willow Creek Legacy Program



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SECTION 1: DEFINITIONS

- a. **"Agreement"** shall mean this General Partnership Agreement, as amended from time to time.
- b. **"Capital Account"** shall mean the cost center or account established for the Partnership to execute the approved scope of work. The Capital Account is established and managed by the Management Partner.
- c. **"Capital Partner"** shall mean the Partner that contributes cash to the Capital Account.
- d. **"Management Partner"** shall mean the Partner that is responsible for managing the execution of the approved scope of work, using the Capital Account funds to procure the necessary materials and services.
- e. **"Partners"** shall initially mean Newmont USA Limited (Newmont), Bureau of Land Management – Battle Mountain District – Mount Lewis Field Office (BLM), Lander County, Lander County Convention and Tourism, and Nevada Department of Wildlife (NDOW). The list of governmental or non-governmental organizations that are Partners of this Partnership may, in the future, be amended in accordance with the provisions of this Agreement.
- f. **"Program"** shall mean the scope of activities dedicated to restoring and sustaining the Willow Creek Ponds recreation area and habitat, as ratified by the Partnership and documented in the Agreement.
- g. **"Resource"** shall mean a non-monetary contribution to the Partnership, including services, materials and equipment/equipment time.
- h. **"Supermajority Vote"** shall mean a block of votes of the partners collectively constituting more than sixty-six (66) percent of the eligible partner votes (whether or not said votes are actually cast).
- i. **"Resource Partner"** shall mean a partner that contributes/commits resources towards achieving Partnership and Program goals.
- j. **"Vote of the Partners"** shall mean one based upon each partner having one vote with each vote having equal weight.

SECTION 2: PURPOSE / PREFATORY INFORMATION

2.1 Name of Partnership

The name of the Partnership shall be Willow Creek Legacy Program (the Program).

2.2 Purpose

Create a community investment partnership (among Newmont and local, State and Federal stakeholders) to provide funding, labor and resources to restore and sustain the fishery, aquatic/riparian habitat, and recreation assets of the Willow Creek Ponds area.

2.3 Description and Background

The Willow Creek Ponds are located within the west half of Section 17, Township T31N, R43E (Figure 1). Section 17 is owned by Newmont. The Willow Creek Ponds consist of a northern reservoir ("Willow Creek Reservoir") that is approximately 11.1 acres in surface area, a middle pond ("Willow Creek Pond")



Creek Reservoir”) that is approximately 11.1 acres in surface area, a middle pond (“Willow Creek Pond”) that is approximately 1.0 acre in surface area, and a southern pond (“South Pond”) that is mostly silted in (Figure 2).

The Willow Creek Legacy Program is a general partnership among Newmont, Lander County, Lander County Convention and Tourism, Nevada Department of Wildlife (NDOW), and the Bureau of Land Management – Battle Mountain District – Mount Lewis Field Office (BLM) dedicated to restoring and preserving aquatic and riparian habitat of the Willow Creek Ponds, while developing and maintaining a clean and safe recreation area. The Program follows a phased approach:

2.3.1 Phase 1 – Initial investment and improvement project.

- The installation of (2) pit toilets: one at the lower pond area and one at near the upstream area of the upper reservoir,
- General campground and recreation area improvements,
- The construction of (grazing) exclusion fencing around the recreation area,
- Completing habitat enhancement activities including, but not limited to, pond dredging and pond and stream bank restoration, and
- Develop a long-term sustainable resource management plan (for Phase 2).

2.3.2 Phase 2 – Multiple land use resource management activity.

- Annual maintenance and upkeep of facilities and fencing, and
- Execution of the long-term growth and management plan.

2.3.3 Phase 3 – Sustainable post mining activity

- Annual maintenance and upkeep of facilities and fencing, and
- Execution of the long-term growth and management plan.

2.4 Duration

2.4.1 Phase 1

Phase 1 of the Partnership begins at the signing of this General Partnership Agreement and ends upon the completion of the Phase 1 scope of work. Upon completion Phase 1 scope of work, the partnership will transition into Phase 2.

2.4.2 Phase 2

Phase 2 of the Partnership is an “at-will” partnership that begins at the end of Phase 1 and concludes with the end of active mining in the Copper Canyon sub-district, and the execution of a final permanent closure plan for the Phoenix Mine. Upon completion of the Phase 2 scope of work, the partnership will transition into Phase 3.

2.4.3 Phase 3

Phase 3 of the Partnership is an “at-will” partnership that begins at the end of Phase 2 and does not have a definite term.



SECTION 3: THE PARTNERS

3.1 Initial Partners

The initial partners and their required initial Phase 1 and sustaining Phase 2 roles are as follows:

3.2 Partner Roles

Each Partner fills one or more of four general roles: Management Partner, Capital Partner, Resource Partner and Support Partner. These roles are defined in Section 1. Some partners may fill more than one general role.

Table 3.1: Partner Roles and Responsibilities

Partner Name	Phase 1 Role	Phase 2 Role	Phase 3 Role
Bureau of Land Management – Mount Lewis Field Office	Support Partner	Support Partner	TBD – Resource Management Plan
Lander County	Resource Partner	Resource Partner	TBD – Resource Management Plan
Lander County Convention and Tourism	Capital Partner	Capital Partner	TBD – Resource Management Plan
Nevada Department of Wildlife	Resource Partner	Resource Partner	TBD – Resource Management Plan
Newmont USA Limited	Management Partner and Resource Partner	Management Partner and Resource Partner	TBD – Resource Management Plan

3.2.1 Management Partner

The Management Partner is responsible for managing the execution of the approved (Phase) scope of work, using the Capital Account funds to procure the necessary materials and services. There shall be only one Management Partner which is defined by unanimous Vote of the partners.

3.2.2 Capital Partner

The Capital Partner contributes cash to the Capital Account, which is managed by the Management Partner. Any partner may elect to become a Capital Partner.

3.2.3 Resource Partner

A Resource Partner contributes/commits resources towards achieving Partnership and Program goals including, but not limited to: personnel, equipment, and subject matter experts. Any partner may elect to become a Resource Partner.

3.2.4 Support Partner

A Support Partner provides technical knowledge or advisory support in project development and public outreach.

3.3 Admission of New Partner

Unless prohibited elsewhere in this Agreement, additional Partners may be admitted upon *supermajority vote of the partners*. Admission of new Partners shall not constitute an event of dissolution of this partnership. Furthermore, admission of any new Partner shall be contingent upon the prospective new Partner agreeing to, and executing, this partnership agreement (as modified at the time of the admission).

3.4 Withdrawal of Partner

- a. Partners shall have the unilateral right to resign or withdraw from the Partnership.
- b. A Partner is required to provide thirty (30) day written notice to each of the other Partners prior to resignation or withdrawal.

3.5 Removal of Partner

- a. A Partner may be involuntarily removed from the Partnership only under the following circumstance:
 - 1) The Partner is required to provide services or resources, said Partner had not performed promised services or provided resources within a reasonable period of time, and a supermajority vote affirmative for removal.

SECTION 4: MANAGEMENT AND EXECUTION OF PROGRAM ACTIVITIES

4.1 Ordinary Business Activity

The Management Partner will establish the regular meeting schedule. The Partnership will meet at least once per year. The regular meetings will be facilitated/lead by the Management Partner, be documented through contemporaneous minutes, and shall include at a minimum:

- a) Update and status of Program activities,
- b) Old business and new business, and
- c) Current financial summary.

4.2 Non-ordinary Business Activity

Non-ordinary activity involves decisions that could potentially have a substantial current or future impact upon Partnership assets, commitments, or expenses. Any Partner may call a meeting of the Partners to address non-ordinary business activity. When a meeting of the Partners has been called, five (5) business days advance written notice shall be given to all Partners. Notice of a meeting called for hereunder may be made by standard U.S. mail, electronic mail, or facsimile transmission and shall contain the time, place, and purpose of such a meeting.

4.3 Phase 1 Activity and Responsibilities

- a) Prepare Phase 1 execution plan, schedule and budget.



Newmont, as Phase 1 Management Partner, will prepare an execution plan with schedule and budget. The work will be scheduled and phased according to resource availability and funding limitations.

As part of the execution plan, Newmont will work with appropriate subject matter experts from the BLM and NDOW to establish the scope of riparian habitat restoration (stream bank, etc.), including limited pond dredging. Scope will include estimate of equipment hours and materials for cost estimation.

b) Establish Phase 1 Capital Account

Newmont will establish a Phase 1 Cost Center and enable the transfer of Phase 1 funds from Lander County Convention and Tourism to the cost center, creating the Phase 1 Capital Account.

c) Layout and design

Newmont engineering resources will work with BLM and Lander County recreation planners to design light vehicle access, camping, picnic areas, and pit toilet areas. Newmont to apply for holding tank permits on behalf of the Partnership. Permit application, renewal and annual fees will be paid from the Capital Account.

d) Material procurement

Newmont will use the Capital Account funds to procure fencing material (including cattle guards), pit toilets, and pre-formed picnic tables and fire-rings.

e) Preparatory earth work (including any road improvements)

Newmont will complete the requisite earthwork for recreation area (camping/picnic, etc.) improvements and any preparatory work for pit toilet areas. Improvement of camping/picnic sites includes installation of pre-form tables and fire rings. Access road improvements and cattle guard installation will be planned and coordinated with Lander County.

f) Pit toilet and perimeter fence construction

The vendor for the pit toilets will deliver and install pit toilets with support from Newmont personnel and equipment as needed. Contracted labor will install the perimeter fence. Erect signage for fire control – mandating use of fire rings.

g) Stream-bank and pond (dredging) restoration

Newmont personnel and equipment will complete the earthwork portion of the pond dredging and stream-bank restoration. Habitat restoration will be facilitated by subject matter experts provided by the Resource and Support Partners.

h) Boat access and ramp construction



Non-motorized, man-portable boat use is allowed only on the Willow Creek Reservoir, and the designated access will be near the inlet on the north end in order to limit the area of shoreline compaction and associated lakeside impacts.

- i) Develop and execute Resource Management Plan (RMP) to establish roles and responsibilities for upkeep and maintenance from present through post-mining activity including, but not limited to, definition of Phase 3 Capital, Management, Resource, and Support Partners and capital funding and management.

All Partners will participate in the development of a sustainable management plan, and endorse the roles and responsibilities towards long term management.

4.4 Phase 2 Activity and Responsibilities

Newmont will continue in the role of Management Partner for Phase 2 activity. Scope and schedule of work above and beyond annual maintenance and upkeep of facilities will be specified in the RMP.

4.5 Phase 3 Activity and Responsibilities

Activity, at a minimum, will include annual maintenance and upkeep of fencing, pit toilets (including annual permit fees), and camping/day use areas. Partnership roles and responsibilities will be defined in the Resource Management Plan.

SECTION 5: CAPITALIZATION

5.1 Phase 1

Once all partners have signed this Partnership Agreement, Newmont (as Management Partner) will establish a cost center internal to Newmont's accounting system to manage Phase 1 capital and contracted services.

5.1.1 Initial Capital Contributions

The capital for Phase 1 activity is provided by Lander County Convention and Tourism. Funds will be transferred from Lander County Convention and Tourism to the Capital Account (cost center) established by Newmont as Management Partner.

5.1.2 Allocation of Capital/Disbursements

Newmont, as Management Partner, will issue purchase requisitions and service contracts as appropriate to execute the approved Phase 1 scope of work.

5.1.3 Provision for Shortfall

The Management Partner shall not commit or expend more than the value of the Capital Account. If the forecasted costs for the approved scope of work escalate beyond the value of the Capital Account, then the Management Partner shall arrange an emergency meeting (per Section 4.2) of the Partnership to 1) define a source of supplemental funding, or 2) revise the scope of work to maintain costs within the value of the Capital Account.



5.1.4 Capital Account Reporting

Current Capital Account activity will be reported to the Partnership at regular meetings as specified in Section 4.1, or upon special request as specified in Section 5.4.

5.1.5 Phase 1 Capital Account Closing

Upon completion of Phase 1 activity, and all related purchase requisitions and service contracts have been closed, Newmont (as Capital Partner) will close the Phase 1 Capital Account, and provide the Partnership with a complete summary of Capital Account activity. Remaining funds will be carried forward into a Phase 2 Capital Account.

5.2 Phase 2

Newmont (as Management Partner) will maintain a cost center internal to Newmont's accounting system to manage Phase 2 capital and contracted services.

5.1.1 Annual Capital Contributions

The capital for Phase 2 activity will be provided by Lander County Convention and Tourism (room tax dollars). Funds will be transferred on an annual basis from Lander County Convention and Tourism to the Capital Account (cost center) maintained by Newmont as Management Partner. Funds shall be sufficient to cover annual operating expenses and additional recreation area and habitat improvement projects as agreed by the Partnership. Annual operating expenses are, at a minimum, 1) costs for annual maintenance and upkeep of campground/picnic areas, waste removal from pit toilet vaults, annual pit toilet holding tank permit fees, and costs associated with waste management and removal.

5.1.2 Allocation of Capital/Disbursements

Newmont, as Management Partner, will issue purchase requisitions and service contracts as appropriate to execute the approved Phase 2 scope of work.

5.1.3 Provision for Shortfall

The Management Partner shall not commit or expend more than the value of the Capital Account. If the forecasted costs for the approved scope of work escalate beyond the value of the Capital Account, then the Management Partner shall arrange an emergency meeting (per Section 4.2) of the Partnership to 1) define a source of supplemental funding, or 2) revise the scope of work to maintain costs within the value of the Capital Account.

5.1.4 Capital Account Reporting

Current Capital Account activity will be reported to the Partnership at regular meetings as specified in Section 4.1, or upon special request as specified in Section 5.4.

5.1.5 Phase 2 Capital Account Closing

Upon completion of Phase 2 activity, and all related purchase requisitions and service contracts have been closed, Newmont (as Capital Partner) will close the Phase 2 Capital Account, provide the Partnership with a complete summary of Capital Account activity, and remand any remaining funds back to Lander County Convention and Tourism.



5.3 Phase 3

Funding will cover annual maintenance and upkeep of campground/picnic areas, pit toilets (including pumping of holding tanks), annual pit toilet holding tank permit fees, maintenance or travel ways (roads, paths, parking, etc.), and maintenance of water management structures. Partnership roles and responsibilities (*Capital, Management, and Resource*) will be defined in the *Resource Management Plan*, as will the source, structure and management of the capital account.

5.4 Access to Financial Records

Each partner shall have the right to inspect and review the books and records of the partnership during normal business hours. Upon the written request by a Partner to inspect and review the books and records of the partnership made to the custodian (the Management Partner) of said books and records, the partnership shall make said books and records available for inspection and review within (5) business days of receipt of the written request.

SECTION 6: DISSOLUTION OF THE PARTNERSHIP

6.1 Dissolution

The Partnership shall be dissolved, and its affairs shall be wound up upon the happening of any of the following:

- a) If the remaining partners do not elect to assume the role/responsibility of a withdrawing Partner, then upon the withdrawal of a Partner;
- b) Upon the removal of a partner at a time when the partnership possesses only two partners; or
- c) Upon the vote of the partners for dissolution of the partnership as provided elsewhere in this agreement.

6.2 Liquidation of Assets

The person or persons responsible for concluding the affairs of the Partnership pursuant to this section shall make full inventory of assets and liabilities, shall liquidate the assets of the Partnership in a reasonable manner, and shall apply and distribute the remaining funds in the following order:

- a) First, to contractors of the Partnership that are not Partners in satisfaction of liabilities of the Partnership owing to them;
- b) Second, to Partners in satisfaction of liabilities of the Partnership owing to them;
- c) Third, to Capital Partners in the same proportion and percentage as their original contribution to the Capital Account; and
- d) Physical assets will remain (return) to ownership of the underlying landowner.



SECTION 7: MISCELLANEOUS

7.1 Entire Agreement

This Agreement contains the entire understanding among the Partners and supersedes any prior written or oral agreements between them respecting the subject matter contained herein. There are no representations, agreements, or understandings, oral or written, between and among the Partners relating to the subject matter of this Agreement that are not fully expressed herein.

7.2 Amendment

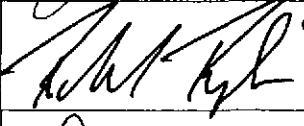
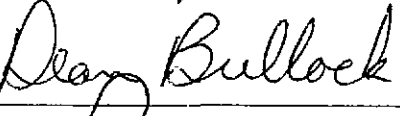
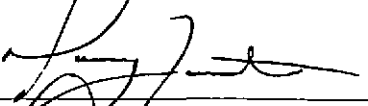
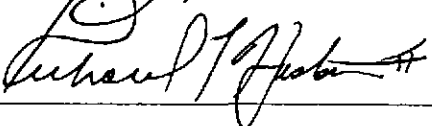
The provisions of this agreement may be amended only by a unanimous Vote of the Partners. Any amendment of this agreement shall be in writing, dated, and executed by the consenting Partners. If any conflict arises between the provisions of any amendment and the original Agreement as previously amended, the most recent provisions shall control. The act of admission of a new Partner and said Partner's execution of this Agreement shall not be considered an amendment of this Agreement.

7.3 Severability

Should any part of this agreement be deemed void, voidable, or unenforceable for any reason, such part shall be severed from this Agreement, and the remaining portion of this Agreement shall remain valid according to the intent of the Partners.

SECTION 8: SIGNATURES

We, the undersigned Partners, have reviewed this document and approve its contents.

Partner	Authorized Representative	Date	Signature
Newmont USA Limited	JOEL LENZ	10/4/12	
Lander County Convention and Tourism	Richard Ripley		
Lander County	DEAN BULLOCK	10/3/12	
Bureau of Land Management – Battle Mountain District	DOUG FURTADO	10/11/12	
Nevada Department of Wildlife	RICHARD L. HOSKINS II DEPUTY D. RECTOR	10/8/12	



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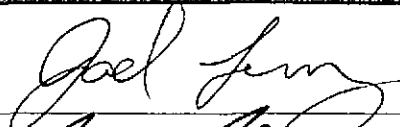
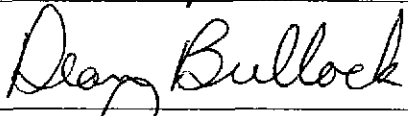
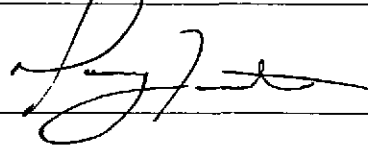
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Nevada Department of Wildlife			



General Partnership Agreement

Willow Creek Legacy Program

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SECTION 1: DEFINITIONS

- a. **"Agreement"** shall mean this General Partnership Agreement, as amended from time to time.
- b. **"Capital Account"** shall mean the cost center or account established for the Partnership to execute the approved scope of work. The Capital Account is established and managed by the Management Partner.
- c. **"Capital Partner"** shall mean the Partner that contributes cash to the Capital Account.
- d. **"Management Partner"** shall mean the Partner that is responsible for managing the execution of the approved scope of work, using the Capital Account funds to procure the necessary materials and services.
- e. **"Partners"** shall initially mean Newmont USA Limited (Newmont), Bureau of Land Management – Battle Mountain District – Mount Lewis Field Office (BLM), Lander County, Lander County Convention and Tourism, and Nevada Department of Wildlife (NDOW). The list of governmental or non-governmental organizations that are Partners of this Partnership may, in the future, be amended in accordance with the provisions of this Agreement.
- f. **"Program"** shall mean the scope of activities dedicated to restoring and sustaining the Willow Creek Ponds recreation area and habitat, as ratified by the Partnership and documented in the Agreement.
- g. **"Resource"** shall mean a non-monetary contribution to the Partnership, including services, materials and equipment/equipment time.
- h. **"Supermajority Vote"** shall mean a block of votes of the partners collectively constituting more than sixty-six (66) percent of the eligible partner votes (whether or not said votes are actually cast).
- i. **"Resource Partner"** shall mean a partner that contributes/commits resources towards achieving Partnership and Program goals.
- j. **"Vote of the Partners"** shall mean one based upon each partner having one vote with each vote having equal weight.

SECTION 2: PURPOSE / PREFATORY INFORMATION

2.1 Name of Partnership

The name of the Partnership shall be Willow Creek Legacy Program (the Program).

2.2 Purpose

Create a community investment partnership (among Newmont and local, State and Federal stakeholders) to provide funding, labor and resources to restore and sustain the fishery, aquatic/riparian habitat, and recreation assets of the Willow Creek Ponds area.

2.3 Description and Background

The Willow Creek Ponds are located within the west half of Section 17, Township T31N, R43E (Figure 1). Section 17 is owned by Newmont. The Willow Creek Ponds consist of a northern reservoir ("Willow Creek Reservoir") that is approximately 11.1 acres in surface area, a middle pond ("Willow Creek Pond")

that is approximately 1.0 acre in surface area, and a southern pond ("South Pond") that is mostly silted in (Figure 2).

The Willow Creek Legacy Program is a general partnership among Newmont, Lander County, Lander County Convention and Tourism, Nevada Department of Wildlife (NDOW), and the Bureau of Land Management – Battle Mountain District – Mount Lewis Field Office (BLM) dedicated to restoring and preserving aquatic and riparian habitat of the Willow Creek Ponds, while developing and maintaining a clean and safe recreation area. The Program follows a phased approach:

2.3.1 Phase 1 – Initial investment and improvement project.

- The installation of (2) pit toilets: one at the lower pond area and one at near the upstream area of the upper reservoir,
- General campground and recreation area improvements,
- The construction of (grazing) exclusion fencing around the recreation area,
- Completing habitat enhancement activities including, but not limited to, pond dredging and pond and stream bank restoration, and
- Develop a long-term sustainable resource management plan (for Phase 2).

2.3.2 Phase 2 – Multiple land use resource management activity.

- Annual maintenance and upkeep of facilities and fencing, and
- Execution of the long-term growth and management plan.

2.3.3 Phase 3 – Sustainable post mining activity

- Annual maintenance and upkeep of facilities and fencing, and
- Execution of the long-term growth and management plan.

2.4 Duration

2.4.1 Phase 1

Phase 1 of the Partnership begins at the signing of this General Partnership Agreement and ends upon the completion of the Phase 1 scope of work. Upon completion Phase 1 scope of work, the partnership will transition into Phase 2.

2.4.2 Phase 2

Phase 2 of the Partnership is an "at-will" partnership that begins at the end of Phase 1 and concludes with the end of active mining in the Copper Canyon sub-district, and the execution of a final permanent closure plan for the Phoenix Mine. Upon completion of the Phase 2 scope of work, the partnership will transition into Phase 3.

2.4.3 Phase 3

Phase 3 of the Partnership is an "at-will" partnership that begins at the end of Phase 2 and does not have a definite term.

SECTION 3: THE PARTNERS

3.1 Initial Partners

The initial partners and their required initial Phase 1 and sustaining Phase 2 roles are as follows:

3.2 Partner Roles

Each Partner fills one or more of three general roles: Management Partner, Capital Partner, and Resource Partner. These roles are defined in Section 1. Some partners may fill more than one general role.

Table 3.1: Partner Roles and Responsibilities

Partner Name	Phase 1 Role	Phase 2 Role	Phase 3 Role
Bureau of Land Management – Mount Lewis Field Office	Resource Partner	Resource Partner	TBD – Resource Management Plan
Lander County	Resource Partner	Resource Partner	TBD – Resource Management Plan
Lander County Convention and Tourism	Capital Partner	Capital Partner	TBD – Resource Management Plan
Nevada Department of Wildlife	Resource Partner	Resource Partner	TBD – Resource Management Plan
Newmont USA Limited	Management Partner and Resource Partner	Management Partner and Resource Partner	TBD – Resource Management Plan

3.2.1 Management Partner

The Management Partner is responsible for managing the execution of the approved (Phase) scope of work, using the Capital Account funds to procure the necessary materials and services. There shall be only one Management Partner which is defined by unanimous Vote of the partners.

3.2.2 Capital Partner

The Capital Partner contributes cash to the Capital Account, which is managed by the Management Partner. Any partner may elect to become a Capital Partner.

3.2.3 Resource Partner

A Resource Partner contributes/commits resources towards achieving Partnership and Program goals including, but not limited to: personnel, equipment, and subject matter experts. Any partner may elect to become a Resource Partner.

3.3 Admission of New Partner

Unless prohibited elsewhere in this Agreement, additional Partners may be admitted upon supermajority vote of the partners. Admission of new Partners shall not constitute an event of dissolution of this partnership. Furthermore, admission of any new Partner shall be contingent upon the prospective new Partner agreeing to, and executing, this partnership agreement (as modified at the time of the admission).

3.4 Withdrawal of Partner

- a. Partners shall have the unilateral right to resign or withdraw from the Partnership.
- b. A Partner is required to provide thirty (30) day written notice to each of the other Partners prior to resignation or withdrawal.

3.5 Removal of Partner

- a. A Partner may be involuntarily removed from the Partnership only under the following circumstance:
 - 1) The Partner is required to provide services or resources, said Partner had not performed promised services or provided resources within a reasonable period of time, and a supermajority vote affirmative for removal.

SECTION 4: MANAGEMENT AND EXECUTION OF PROGRAM ACTIVITIES

4.1 Ordinary Business Activity

The Management Partner will establish the regular meeting schedule. The Partnership will meet at least once per year. The regular meetings will be facilitated/lead by the Management Partner, be documented through contemporaneous minutes, and shall include at a minimum:

- a) Update and status of Program activities,
- b) Old business and new business, and
- c) Current financial summary.

4.2 Non-ordinary Business Activity

Non-ordinary activity involves decisions that could potentially have a substantial current or future impact upon Partnership assets, commitments, or expenses. Any Partner may call a meeting of the Partners to address non-ordinary business activity. When a meeting of the Partners has been called, five (5) business days advance written notice shall be given to all Partners. Notice of a meeting called for hereunder may be made by standard U.S. mail, electronic mail, or facsimile transmission and shall contain the time, place, and purpose of such a meeting.

4.3 Phase 1 Activity and Responsibilities

- a) Prepare Phase 1 execution plan, schedule and budget.

Newmont, as Phase 1 Management Partner, will prepare a detailed execution plan with schedule and budget. The work will be scheduled and phased according to resource availability and funding limitations.

As part of the execution plan, Newmont will work with appropriate subject matter experts from the BLM and NDOW to establish the scope of riparian habitat restoration (stream bank, etc.), including limited pond dredging. Scope will include estimate of equipment hours and materials for cost estimation.

b) Establish Phase 1 Capital Account

Newmont will establish a Phase 1 Cost Center and enable the transfer of Phase 1 funds from Lander County Convention and Tourism to the cost center, creating the Phase 1 Capital Account.

c) Layout and design

Newmont engineering resources will work with BLM and Lander County recreation planners to design light vehicle access, camping, picnic areas, and pit toilet areas. Newmont to apply for holding tank permits on behalf of the Partnership. Permit application, renewal and annual fees will be paid from the Capital Account.

d) Material procurement

Newmont will use the Capital Account funds to procure fencing material (including cattle guards), pit toilets, and pre-formed picnic tables and fire-rings.

e) Preparatory earth work (including any road improvements)

Newmont will complete the requisite earthwork for recreation area (camping/picnic, etc.) improvements and any preparatory work for pit toilet areas. Improvement of camping/picnic sites includes installation of pre-form tables and fire rings. Access road improvements and cattle guard installation will be planned and coordinated with Lander County.

f) Pit toilet and perimeter fence construction

The vendor for the pit toilets will deliver and install pit toilets with support from Newmont personnel and equipment as needed. UNR Cooperative Extension (Battle Mountain Bootstrap Crew) will install the perimeter fence. Erect signage for fire control – mandating use of fire rings.

g) Stream-bank and pond (dredging) restoration

Newmont personnel and equipment will complete the earthwork portion of the pond dredging and stream-bank restoration. Habitat restoration will be facilitated by subject matter experts provided by the Resource Partners.

h) Boat access and ramp construction

Non-motorized, man-portable boat use is allowed only on the Willow Creek Reservoir, and the designated access will be near the inlet on the north end in order to limit the area of shoreline compaction and associated lakeside impacts.

i) Develop and execute Resource Management Plan (RMP) to establish roles and responsibilities for upkeep and maintenance from present through post-mining activity including, but not limited to, definition of Phase 3 Capital, Management, and Resource Partners and capital funding and management.

All Partners will participate in the development of a sustainable management plan, and endorse the roles and responsibilities towards long term management.

4.4 Phase 2 Activity and Responsibilities

Newmont will continue in the role of Management Partner for Phase 2 activity. Scope and schedule of work above and beyond annual maintenance and upkeep of facilities will be specified in the RMP.

4.5 Phase 3 Activity and Responsibilities

Activity, at a minimum, will include annual maintenance and upkeep of fencing, pit toilets (including annual permit fees), and camping/day use areas. Partnership roles and responsibilities will be defined in the Resource Management Plan.

SECTION 5: CAPITALIZATION

5.1 Phase 1

Once all partners have signed this Partnership Agreement, Newmont (as Management Partner) will establish a cost center internal to Newmont's accounting system to manage Phase 1 capital and contracted services.

5.1.1 Initial Capital Contributions

The capital for Phase 1 activity is provided by Lander County Convention and Tourism. Funds will be transferred from Lander County Convention and Tourism to the Capital Account (cost center) established by Newmont as Management Partner.

5.1.2 Allocation of Capital/Disbursements

Newmont, as Management Partner, will issue purchase requisitions and service contracts as appropriate to execute the approved Phase 1 scope of work.

5.1.3 Provision for Shortfall

The Management Partner shall not commit or expend more than the value of the Capital Account. If the forecasted costs for the approved scope of work escalate beyond the value of the Capital Account, then the Management Partner shall arrange an emergency meeting (per Section 4.2) of the Partnership to 1) define a source of supplemental funding, or 2) revise the scope of work to maintain costs within the value of the Capital Account.

5.1.4 Capital Account Reporting

Current Capital Account activity will be reported to the Partnership at regular meetings as specified in Section 4.1, or upon special request as specified in Section 5.4.

5.1.5 Phase 1 Capital Account Closing

Upon completion of Phase 1 activity, and all related purchase requisitions and service contracts have been closed, Newmont (as Capital Partner) will close the Phase 1 Capital Account, and provide the

Partnership with a complete summary of Capital Account activity. Remaining funds will be carried forward into a Phase 2 Capital Account.

5.2 Phase 2

Newmont (as Management Partner) will maintain a cost center internal to Newmont's accounting system to manage Phase 2 capital and contracted services.

5.1.1 Annual Capital Contributions

The capital for Phase 2 activity will be provided by Lander County Convention and Tourism (room tax dollars). Funds will be transferred on an annual basis from Lander County Convention and Tourism to the Capital Account (cost center) maintained by Newmont as Management Partner. Funds shall be sufficient to cover annual operating expenses and additional recreation area and habitat improvement projects as agreed by the Partnership. Annual operating expenses are, at a minimum, 1) costs for annual maintenance and upkeep of campground/picnic areas, waste removal from pit toilet vaults, annual pit toilet holding tank permit fees, and costs associated with waste management and removal.

5.1.2 Allocation of Capital/Disbursements

Newmont, as Management Partner, will issue purchase requisitions and service contracts as appropriate to execute the approved Phase 2 scope of work.

5.1.3 Provision for Shortfall

The Management Partner shall not commit or expend more than the value of the Capital Account. If the forecasted costs for the approved scope of work escalate beyond the value of the Capital Account, then the Management Partner shall arrange an emergency meeting (per Section 4.2) of the Partnership to 1) define a source of supplemental funding, or 2) revise the scope of work to maintain costs within the value of the Capital Account.

5.1.4 Capital Account Reporting

Current Capital Account activity will be reported to the Partnership at regular meetings as specified in Section 4.1, or upon special request as specified in Section 5.4.

5.1.5 Phase 2 Capital Account Closing

Upon completion of Phase 2 activity, and all related purchase requisitions and service contracts have been closed, Newmont (as Capital Partner) will close the Phase 2 Capital Account, provide the Partnership with a complete summary of Capital Account activity, and return any remaining funds back to Lander County Convention and Tourism.

5.3 Phase 3

Funding will cover annual maintenance and upkeep of campground/picnic areas, pit toilets (including pumping of holding tanks), annual pit toilet holding tank permit fees, maintenance or travel ways (roads, paths, parking, etc.), and maintenance of water management structures. Partnership roles and responsibilities (Capital, Management, and Resource) will be defined in the Resource Management Plan, as will the source, structure and management of the capital account.

5.4 Access to Financial Records

Each partner shall have the right to inspect and review the books and records of the partnership during normal business hours. Upon the written request by a Partner to inspect and review the books and records of the partnership made to the custodian (the Management Partner) of said books and records, the partnership shall make said books and records available for inspection and review within (5) business days of receipt of the written request.

SECTION 6: DISSOLUTION OF THE PARTNERSHIP

6.1 Dissolution

The Partnership shall be dissolved, and its affairs shall be wound up upon the happening of any of the following:

- a) If the remaining partners do not elect to assume the role/responsibility of a withdrawing Partner, then upon the withdrawal of a Partner;
- b) Upon the removal of a partner at a time when the partnership possesses only two partners; or
- c) Upon the vote of the partners for dissolution of the partnership as provided elsewhere in this agreement.

6.2 Liquidation of Assets

The person or persons responsible for concluding the affairs of the Partnership pursuant to this section shall make full inventory of assets and liabilities, shall liquidate the assets of the Partnership in a reasonable manner, and shall apply and distribute the remaining funds in the following order:

- a) First, to contractors of the Partnership that are not Partners in satisfaction of liabilities of the Partnership owing to them;
- b) Second, to Partners in satisfaction of liabilities of the Partnership owing to them;
- c) Third, to Capital Partners in the same proportion and percentage as their original contribution to the Capital Account; and
- d) Physical assets will remain (return) to ownership of the underlying landowner.

SECTION 7: MISCELLANEOUS

7.1 Entire Agreement

This Agreement contains the entire understanding among the Partners and supersedes any prior written or oral agreements between them respecting the subject matter contained herein. There are no representations, agreements, or understandings, oral or written, between and among the Partners relating to the subject matter of this Agreement that are not fully expressed herein.

7.2 Amendment

The provisions of this agreement may be amended only by a unanimous Vote of the Partners. Any amendment of this agreement shall be in writing, dated, and executed by the consenting Partners. If

any conflict arises between the provisions of any amendment and the original Agreement as previously amended, the most recent provisions shall control. The act of admission of a new Partner and said Partner’s execution of this Agreement shall not be considered an amendment of this Agreement.

7.3 Severability

Should any part of this agreement be deemed void, voidable, or unenforceable for any reason, such part shall be severed from this Agreement, and the remaining portion of this Agreement shall remain valid according to the intent of the Partners.

SECTION 8: SIGNATURES

We, the undersigned Partners, have reviewed this document and approve its contents.

Partner	Authorized Representative	Date	Signature
Newmont USA Limited			
Lander County Convention and Tourism			
Lander County			
Bureau of Land Management – Battle Mountain District			
Nevada Department of Wildlife			

LANDER COUNTY COMMISSION MEETING
September 27, 2012

AGENDA ITEM NO. 11

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding status of official County map and Lander County mapping project and other matters properly related thereto.

Public comment.

Background:

The status of the official County Map and the Lander County Mapping Project is presented for discussion and possible action, including direction to staff, by the Commission.

The Commission approved the initial Agreement for Services between Lander County and Summit Engineering for the **NDOT Roadway Reporting Project** during the regular Commission meeting of April 8, 2010 (Agenda Item #4). This Agreement was actually an expansion of the scope of work and a Contract Extension for the **GIS Mapping Project**.

An update on the progress of this project was presented to the Commission during the regular meeting of October 14, 2010. At that time Mr. Ben Veach informed the Commission that the purpose of the project was to determine the existence of maintained and Federal Highway Administration (FHWA)-defined roads to substantiate "road mileage" – the determinate for distribution of fuel taxes. The product of the Contract Extension was to verify and compile the road data into the GIS Map and to provide text and documentation to the Nevada Department of Transportation (NDOT). Mr. Veach also stated that the project scope of work would not necessarily produce an 'all-inclusive' Lander County Road Map nor would it catalog all "RS2477 roads." **Minutes of the October 14, 2010 meeting reflect direction by the Commission to Mr. Veach to continue with the mapping project and to produce a Lander County Map to include R.S. 2477 roads.**

During the regular meeting of the Commission held February 25, 2010, a \$5,000.00 contract amendment was approved to the FIND Project for the purpose of **site hosting, installation, maintenance and service of the GIS files from the Project on the University of Nevada, Bureau of Mines server.** The contract amendment was made between the County Commission and Summit Engineering while the actual Agreement to host and maintain the GIS files is between Summit Engineering and the University of Nevada, Bureau of Mines.

A review of payments to Summit Engineering reveals that \$49,000.00 was paid for the "NDOT Roadway Report" over the period of April 29, 2010 through January 20, 2011. The most recent payment that can be ascertained to cover the cost of GIS file hosting, in the amount of \$1,713.79, was made on May 10, 2012.

Lander County Code (LCC), Chapter 12.01 – **PUBLIC ROADS**, Section 12.01.030(A), states that "The Lander County engineer shall prepare and maintain a map or series of maps showing the location of all county roads..." The definitions contained within this Chapter of Lander County Code includes roads established pursuant to the grant of right-of-way by the Mining Law of 1866 (R.S. 2477 roads).

Recommended Action:

No specific recommendation for action by the Commission is being made on this item. Staff continues to research several different aspects of this general issue.

LANDER COUNTY COMMISSION MEETING
September 27, 2012

AGENDA ITEM NO. 12

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding alternatives for disposition of the Austin Road and Bridge shop and facility and other matters properly related thereto.

Public comment.

Background:

Alternatives for disposition of the Austin Road and Bridge shop and facility is brought before the Commission for discussion, possible action and direction to staff.

Several possible future uses for this County-owned facility have been developed. The shop and yard are currently in use as the Lander County Austin Road and Bridge facility and will become vacant once the Austin Road and Bridge Department moves to the facility located west of town along US Highway 50.

Some of the alternative uses that have been discussed are:

Use as the Austin Volunteer Fire Department Station and yard

Use by NVEnergy as a storage facility, replacing storage in the County-owned building being prepared to house Austin Road and Bridge

Recommended Action:

No specific recommendation for action by the Commission is being made on this item.

Austin Road Department Site Redevelopment/Reuse

The current County Road and Bridge Department (200 Main st.) is located on approximately 1.45 acres in Austin. The Road and Bridge Department is in the process of moving to a new location. The current site could be redeveloped to provide a number of needs within the Town of Austin. Such needs might include:

- Housing Options-both Affordable and Market Rate for purchase or rental.
- Commercial/Retail Development.

The site is large enough to support a variety of mixed uses, if desired.

Housing

- Senior Affordable Housing

Conceptually the site could provide 5-7 units of affordable housing units for elderly residents living in the Town of Austin or surrounding areas who might be interested in moving to a rental unit with no required maintenance similar to the project developed in Battle Mountain (John Marvel Senior Apartments) which consists of sixteen units plus parking on 1 acre across from the Hospital. There is a variety of state and federal funding available to finance this type of development.

One possible indirect benefit of relocating current residents to new housing would be an increase of available single family housing in the Austin area. If an all housing option were selected, the site could probably contain 12 – 20 units depending upon the size and configuration.

- Market Rate Housing

Market rate housing could also be an option for the site. A limited number of smaller units could be available for rent or sale as modest entry level housing for young families, workers, employers or others seeking to relocate to Austin.

Commercial/Retail

Depending upon the number of housing units constructed, a portion of the site could be available for office, retail or other commercial development. A small office building might be attractive to companies working in and around the Austin area.

Recommendations:

1. Complete an environmental site assessment once the site has been vacated. Such an assessment focuses primarily on the potential for hazardous wastes and should be completed before the site is redeveloped or sold.
2. A simple housing market demand study should be completed. State and Federal agencies who might consider financing affordable housing units will require this information. The market

study will also help document local views and demand for residential housing in Austin. This is a simple process which will analyze the supply and demand for housing in Austin based upon interviews and existing local information. The market study can also examine commercial reuse opportunities.

3. Prepare an initial recommendation for site reuse. The initial recommendation would also identify likely development constraints which will need to be addressed for redevelopment to occur. Now is an ideal time to consider various options as a number of state and federal funding rounds occur in the Spring. Such a recommendation can help Lander County better define grant applications for technical assistance and construction funding.

Undertaking these initial recommendations will give the Board of County Commissioners a solid foundation to base decisions on the potential near-term options available for site reuse and or disposal.

LANDER COUNTY COMMISSION MEETING
September 27, 2012

AGENDA ITEM NO. 13

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding fuel system for the Austin Airport and other matters properly related thereto.

Public comment.

Background:

Acquisition and installation of a fuel system for the Austin Airport is brought before the Commission for discussion, possible action and direction to staff.

J. D. Heithoff, J-U-B Engineers, the Lander County Airports consultant and engineer, has been working on various alternatives for this project to move forward and will have updated information for consideration by the Commission.

The Commission approved Agreement for Professional Services No. 83-10-032 between Lander County and J-U-B Engineers, at a total cost of \$46,167.40, during the regular meeting held October 14, 2010, for the purpose of installation (Procurement & Installation Phases) of an Aircraft Fueling System for the Austin Airport. The procurement and installation of the fueling system was put out to bid in early-2011 with the lowest bid received being more the double the engineer's estimated costs and nearly double the \$250,000.00 (still appropriated) in the Lander County budget.

An important consideration is the 'shelf-life' of the environmental review that was conducted through an earlier Federal Aviation Administration (FAA) grant. The environmental review was conducted during the early summer of 2009 with placement of the system (then) planned for summer of 2010. During the intervening period, the costs of installing a fuel system at the Austin Airport have risen, principally due to the imposition of more stringent environmental standards and thresholds. The environmental review was conducted over three years ago and may be subject to update if this project is not completed within the near future.

Recommended Action:

It is recommended that the Commission direct staff and our airport consultant to develop alternatives to move forward to complete the Austin Airport Fuel System Project within the amounts appropriated for the project in the Lander County budget.

LANDER COUNTY COMMISSION MEETING
September 27, 2012

AGENDA ITEM NO. 14

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding approval/disapproval of the Pre-Construction Services Agreement between Lander County and CORE for Construction Manager at Risk (CMAR) services for the pre-construction phase of the Lander County Courthouse/Administration Building project and other matters properly related thereto.

Public comment.

Background:

The Pre-Construction Services Agreement between Lander County and CORE for Construction Manager at Risk (CMAR) services for the pre-construction phase of the Lander County Courthouse/Administration Building project is presented for Commission consideration.

Recommended Action:

It is recommended that the Commission approve the Pre-Construction Services Agreement between Lander County and CORE for Construction Manager at Risk (CMAR) services for the pre-construction phase of the Lander County Courthouse/Administration Building Project incorporating any amendments or revisions as suggested by the Lander County District Attorney's Office.

LANDER COUNTY COMMISSION MEETING
September 27, 2012

AGENDA ITEM NO. 15

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding approval/disapproval of agreement between Lander County and Scott Bullock, Bullock Mechanical, for lease of the storage/maintenance shop facility "Old Battle Mountain Water and Sewer Yard" located at 145 West Third Street, Battle Mountain, Nevada and other matters properly related thereto.

Public comment.

Background:

The Agreement between Lander County and Scott Bullock, Bullock Mechanical, for lease of the storage/maintenance shop facility "Old Battle Mountain Water and Sewer Yard" located at 145 West Third Street, Battle Mountain, Nevada, is presented for Commission consideration.

The "Bullock Mechanical Lease Agreement" follows the parameters discussed and approved by the Commission for the lease of this County-owned facility during the regular meeting held August 23, 2012, (Agenda Item #4).

Recommended Action:

It is recommended that the Commission approve the Agreement between Lander County and Scott Bullock, Bullock Mechanical, for lease of the storage/maintenance shop facility "Old Battle Mountain Water and Sewer Yard" located at 145 West Third Street, Battle Mountain, Nevada.

DOC # 0265102

09/28/2012

08:22 AM

Official Record

Recording requested By

LANDER COUNTY CLERK

Lander County - NV

Idonna Trevino - Recorder

Fee:

Page 1 of 7

RPTT:

Recorded By: TO

Book-

637 Page-0365



0265102

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

**LEASE AGREEMENT BETWEEN LANDER COUNTY & BULLOCK MECHANICAL FOR
THE STORAGE/MAINENANCE SHOP LOCATED AT 145 WEST 3RD STREET IN
BATTLE MOUNTAIN, NEVADA**

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.



BULLOCK MECHANICAL 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 Bullock Mechanical, hereinafter referred to as "Bullock."

RECITALS

WHEREAS, Bullock desires to use Lander County's property for the purpose of serving the local community with maintenance and repair services; and

WHEREAS, Lander County does not currently need or utilize the storage/maintenance shop located at 145 West 3rd Street, Battle Mountain, Nevada 89820, hereinafter referred to as "Shop," at the present time for other public purposes; and

WHEREAS, the Shop is less than 25,000 square feet and Lander County has complied with the provisions of NRS 244.2833 with regard to the Shop;

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: Bullock shall, subject to all terms, conditions, and limitations specified hereinafter, have the right to continue to use the Shop for the purpose of serving the local community with maintenance and repair services.
2. Term: This Agreement shall remain in effect from the date it is approved by both parties to the 15th day of September 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: Bullock shall pay as rent two hundred dollars (\$200.00) per month upon execution of this agreement.
5. Maintenance and Utilities: Maintenance and utility obligations are as follows:
 - A. Lander County shall be responsible for the maintenance to the exterior of the Shop, 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 Shop.
 - C. Bullock shall provide general maintenance and cleaning of the interior of the Shop and shall keep the premises in good and safe order.
 - D. Bullock is responsible for power and water utilities.
 - E. Lander County shall provide the maintenance and repairs required under this paragraph upon the submission of maintenance/repair requests submitted by Bullock and approved by Lander County.
6. Liability and Hold Harmless: To the extent authorized by law, Bullock 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 Bullock, its officers, employees or agents. Moreover, Bullock agrees to indemnify and hold harmless Lander County from any claim or potential claim from Bullock, its officers, employees, agents or guests resulting from any loss, damage, liability, cost or expense caused by any reason.
7. Insurance of Property: Lander County shall be responsible for the insurance of the Shop 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 Shop to make it suitable for the purpose of this Agreement.
8. Improvements and Alterations: Bullock shall make no improvements or alterations to the Shop 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 Bullock can remove them without causing damage to the Shop. Bullock shall not receive any credit towards rent for any improvements or alterations.
9. Surrender of Possession: Bullock agrees to surrender to Lander County possession of the Shop at the expiration or termination of the Agreement, by lapse of time or otherwise, in as good repair as when Bullock 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 Bullock's Property: All personal property of any kind kept in the Shop shall be kept there at Bullock'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 Shop.
12. Termination: This Agreement may be Terminated prior to the expiration of the term as follows:
- A. Lander County or Bullock 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 Bullock may agree in writing to terminate the lease at any time.
 - C. This Agreement shall automatically terminate upon the destruction of the Shop.

Upon termination, Bullock shall remove all of his property from the premises.

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 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.

Bullock:

Bullock Mechanical
P.O. Box 246
Battle Mountain, Nevada 89820
(775) 741-0542

Lander County:

Lander County Commissioners
315 South Humboldt Street
Battle Mountain, Nevada 89820
(775) 635-2885

14. Waiver: Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.
15. Assignment: The rights granted and responsibilities incurred under this Agreement may not be assigned without the written consent of Lander County. Bullock may not sublease.



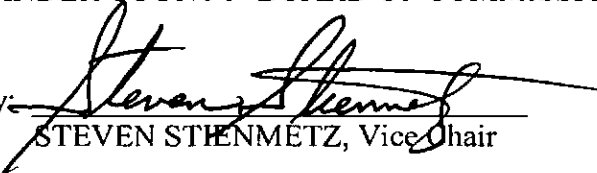
16. Third Party Beneficiaries: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties of the Agreement. There are no third party beneficiaries to this Agreement, and nothing contained in or implied by this Agreement shall give or allow any such claim or right of action by any other or third person.
17. Governing Law: This Agreement shall be construed and governed by the laws of the State of Nevada. Any action arising from this Agreement must be filed in the Sixth Judicial District Court in and for the County of Lander.
18. Attorney's Fees: Should either party be required to pursue legal action to enforce the terms and conditions of this agreement, the prevailing party shall be entitled reasonable attorney fees and court costs.
19. Governmental Immunity: Nothing contained herein waives or is intended to waive any protections that may be applicable to Lander County or any of its elected or appointed officials, employees, or agents under any applicable statutes, rules or regulations providing governmental immunity, or any other rights, protections, immunities, defenses or limitations on liability to Lander County or such related parties that are provided by law.
20. Captions: The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
21. Integration: This Agreement shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no force or effect.
22. Relationship: This Agreement shall not be deemed to create a partnership between the parties in their respective endeavors or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise.
23. Force Majeure: Neither party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of God or governmental action.
24. Severability: If any covenant, phrase, clause, paragraph, section, condition or provision contained within this Agreement is invalidated by a court of competent jurisdiction, then the invalidity shall in no way affect any other covenant, phrase, clause, paragraph, section, condition, or provision contained in this Agreement.

25. Construction: This Agreement shall be construed without to the identity of the party who drafted various provisions of the Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.
26. Confidentiality: Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
27. Proper Authority: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
28. Compliance With Law: The parties hereto represent and warrant that they will comply with all relevant local, state, and federal laws and regulations and further represent and warrant that any failure to comply with such laws is a material breach of contract and that the breaching party will indemnify the other party from any and all claims or damages arising out of such breach.

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

LANDER COUNTY

LANDER COUNTY BOARD OF COMMISSIONERS

By: 
STEVEN STIENMETZ, Vice Chair

Date: 9/27/2012

Attest:

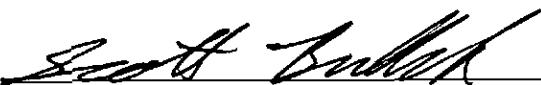

SADIE SULLIVAN, County Clerk and Ex-Officio
Clerk of the Board of Commissioners of Lander
County, Nevada

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BULLOCK

By: 
SCOTT BULLOCK, Owner

Date: 9/27/12

BULLOCK MECHANICAL 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 Bullock Mechanical, hereinafter referred to as "Bullock."

RECITALS

WHEREAS, Bullock desires to use Lander County's property for the purpose of serving the local community with maintenance and repair services; and

WHEREAS, Lander County does not currently need or utilize the storage/maintenance shop located at 145 West 3rd Street, Battle Mountain, Nevada 89820, hereinafter referred to as "Shop," at the present time for other public purposes; and

WHEREAS, the Shop is less than 25,000 square feet and Lander County has complied with the provisions of NRS 244.2833 with regard to the Shop;

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: Bullock shall, subject to all terms, conditions, and limitations specified hereinafter, have the right to continue to use the Shop for the purpose of serving the local community with maintenance and repair services.
2. Term: This Agreement shall remain in effect from the date it is approved by both parties to the 15th day of September 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: Bullock shall pay as rent two hundred dollars (\$200.00) per month upon execution of this agreement.
5. Maintenance and Utilities: Maintenance and utility obligations are as follows:
 - A. Lander County shall be responsible for the maintenance to the exterior of the Shop, landscape, grounds, and the parking lot.

#15

- B. Lander County shall be responsible for the maintenance and repair to the plumbing, heating and electrical services and systems inside the Shop.
 - C. Bullock shall provide general maintenance and cleaning of the interior of the Shop and shall keep the premises in good and safe order.
 - D. Bullock is responsible for power and water utilities.
 - E. Lander County shall provide the maintenance and repairs required under this paragraph upon the submission of maintenance/repair requests submitted by Bullock and approved by Lander County.
6. Liability and Hold Harmless: To the extent authorized by law, Bullock 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 Bullock, its officers, employees or agents. Moreover, Bullock agrees to indemnify and hold harmless Lander County from any claim or potential claim from Bullock, its officers, employees, agents or guests resulting from any loss, damage, liability, cost or expense caused by any reason.
7. Insurance of Property: Lander County shall be responsible for the insurance of the Shop 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 Shop to make it suitable for the purpose of this Agreement.
8. Improvements and Alterations: Bullock shall make no improvements or alterations to the Shop 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 Bullock can remove them without causing damage to the Shop. Bullock shall not receive any credit towards rent for any improvements or alterations.
9. Surrender of Possession: Bullock agrees to surrender to Lander County possession of the Shop at the expiration or termination of the Agreement, by lapse of time or otherwise, in as good repair as when Bullock 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 Bullock's Property: All personal property of any kind kept in the Shop shall be kept there at Bullock'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 Shop.
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Bullock:

Bullock Mechanical
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Battle Mountain, Nevada 89820
(775) 741-0542

Lander County:

Lander County Commissioners
315 South Humboldt Street
Battle Mountain, Nevada 89820
(775) 635-2885

14. Waiver: Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.
15. Assignment: The rights granted and responsibilities incurred under this Agreement may not be assigned without the written consent of Lander County. Bullock may not sublease.

16. Third Party Beneficiaries: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties of the Agreement. There are no third party beneficiaries to this Agreement, and nothing contained in or implied by this Agreement shall give or allow any such claim or right of action by any other or third person.
17. Governing Law: This Agreement shall be construed and governed by the laws of the State of Nevada. Any action arising from this Agreement must be filed in the Sixth Judicial District Court in and for the County of Lander.
18. Attorney's Fees: Should either party be required to pursue legal action to enforce the terms and conditions of this agreement, the prevailing party shall be entitled reasonable attorney fees and court costs.
19. Governmental Immunity: Nothing contained herein waives or is intended to waive any protections that may be applicable to Lander County or any of its elected or appointed officials, employees, or agents under any applicable statutes, rules or regulations providing governmental immunity, or any other rights, protections, immunities, defenses or limitations on liability to Lander County or such related parties that are provided by law.
20. Captions: The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
21. Integration: This Agreement shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no force or effect.
22. Relationship: This Agreement shall not be deemed to create a partnership between the parties in their respective endeavors or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise.
23. Force Majeure: Neither party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of God or governmental action.
24. Severability: If any covenant, phrase, clause, paragraph, section, condition or provision contained within this Agreement is invalidated by a court of competent jurisdiction, then the invalidity shall in no way affect any other covenant, phrase, clause, paragraph, section, condition, or provision contained in this Agreement.

25. Construction: This Agreement shall be construed without to the identity of the party who drafted various provisions of the Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.
26. Confidentiality: Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
27. Proper Authority: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
28. Compliance With Law: The parties hereto represent and warrant that they will comply with all relevant local, state, and federal laws and regulations and further represent and warrant that any failure to comply with such laws is a material breach of contract and that the breaching party will indemnify the other party from any and all claims or damages arising out of such breach.

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

LANDER COUNTY

LANDER COUNTY BOARD OF COMMISSIONERS

By: _____
STEVEN STIENMETZ, Vice Chair

Date: _____

Attest:

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

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BULLOCK

By: _____ Date: _____
SCOTT BULLOCK, Owner

LANDER COUNTY COMMISSION MEETING
September 27, 2012

AGENDA ITEM NO. 16

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding approval/disapproval of Resolution No. 2012-20, a resolution to allow Bullock Management to operate up to three (3) limousine golf carts during the Battle Mountain Wine Walk scheduled for September 29, 2012 and other matters properly related thereto.

Public comment.

Background:

Resolution No. 2012-20, a resolution to allow Bullock Management to operate up to three (3) limousine golf carts during the Battle Mountain Wine Walk scheduled for September 29, 2012 is presented for Commission consideration.

Recommended Action:

It is recommended that the Commission approve and adopt Resolution No. 2012-20, a Resolution to allow Bullock Management to operate up to three (3) limousine golf carts during the Battle Mountain Wine Walk scheduled for September 29, 2012.

DOC # 0265176
10/15/2012 09:49 AM
Official Record
Recording requested By
LANDER COUNTY CLERK
Lander County - NV
Idonna Trevino - Recorder
Fee:
RPTT: Page 1 of 8
Recorded By: BB
Book- 637 Page-0675

0265176

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

AGREEMENT FOR POINT & PAY E-PAYMENT SERVICES

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.



**POINT AND PAY
E-PAYMENT SERVICES AGREEMENT**

Parties:

Point and Pay LLC ("PNP")
A subsidiary of NAB, doing business in Delaware

[Lander County NV] ("Client")

Terms

SECTION 1 E-PAYMENT SERVICES

1.1 Access to Payment Modules

1.1.1 Pursuant to this E-Payment Services Agreement (this "Agreement"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "Services") and payment modules (each, a "Module") chosen in the attached client application ("Client Application") to enable Client's customers ("Customers") to make payments to Client using a Payment Device. "Payment Device" means the payment type(s) chosen by Client on the Client Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "Services Description").

1.1.2 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("Affiliates"). Each Affiliate shall complete a Client Application prior to commencement of the Services.

1.2 Client Representatives

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

1.3 Payment Device Transactions

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

1.4 Service Promotion

Client will use reasonable efforts to promote the Services and build awareness of the Services with its customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.5 Trademark License

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "Trademarks") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

1.6 Client Logo License

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("Client Marks") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

SECTION 2 COMPENSATION

2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Client Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

2.2 Activation Fee

If applicable, Client shall pay the one-time Activation Fee set forth on the Client Application. If the Activation Fee or any portion of the Activation Fee is waived by PNP and the Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, the waived portion of the Activation Fee shall become immediately due and payable.

2.3 Charge-backs and Returns

Unless otherwise specified in the Client Application, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Client Application.

2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client. Client acknowledges that it will be subject to a \$25 reject fee if items are returned for insufficient funds.

SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property Rights" means all the intellectual

property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "Confidential Information" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement,

Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION

5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the non-exclusive provider of fee-based electronic payment services and that Client may procure similar such services from any other party.

SECTION 8 TERM AND TERMINATION

8.1 Term

The initial term of this Agreement will commence on the Effective Date and will end on the first (1st) anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the Initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

8.2 In the Event of Breach; Effect on Affiliates

8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice").

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

8.3 Modification to or Discontinuation of the Service

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within thirty (30) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Nevada without reference to its conflicts of law principles.

SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

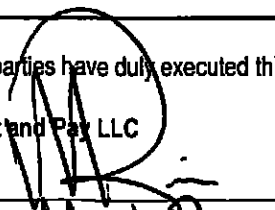
If to Client: See Merchant Application
If to PNP: Point and Pay LLC
110 State St. E, Suite D
Oldsmar, FL 34677

MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

Point and Pay LLC

By: 

Name: Mark Rous

Title: Chief Executive Officer

Date: 10/8/2012

[Lander County NV]

By: GRACE POWRIE

Name: Grace Powrie

Title: Lander County Treasurer

Date: 09/27/12



Exhibit A

Services Description

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its end-user customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

Service Modules

- **Counter Module.** The Counter Module allows customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.
- **Web Module.** THE WEB MODULE MUST BE CHOSEN TOGETHER WITH THE COUNTER MODULE. The Web Module allows customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Web Module. PNP shall create the Client-branded, PNP-hosted web pages at no additional charge. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."
- **Interactive Voice Response (IVR) Module.** THE IVR MODULE MUST BE CHOSEN TOGETHER WITH THE COUNTER MODULE. The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

Customer Payment Devices

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

Training

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

Support

The following support shall be provided to Client and Client's customers at no additional charge during the term of the Services:

- **First Level Support.** PNP shall provide first-level support to Customers via PNP's call center. Customer service representatives shall be available 8 a.m. EST to 10 p.m. EST M-F, to handle customer inquiries.
- **Second Level Support.** PNP shall provide first-level support to Client via telephone. Second level support shall be available Monday through Friday during normal business hours.

Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.



0265176

Book: 637
Page: 682

10/15/2012
Page: 8 of 8

Exhibit B
Client Bank Account Information

DOC # 0265103
09/28/2012 08:24 AM
Official Record
Recording requested By
LANDER COUNTY CLERK
Lander County - NV
Idonna Trevino - Recorder
Fee: Page 1 of 3
RPTT: Recorded By: TO
Book- 637 Page- 0372

0265103

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

**RESOLUTION NO. 2012-20 TO ALLOW BULLOCK MANAGEMENT TO OPERATE UP
TO FOUR (4) LIMOUSINE-STYLE GOLF CARTS ON THE STREETS OF BATTLE
MOUNTAIN FOR THE BATTLE MOUNTAIN WINE WALK ON SEPTEMBER 29, 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.*

RESOLUTION No. 2012-20

A RESOLUTION OF THE LANDER COUNTY BOARD OF COMMISSIONERS TO ALLOW BULLOCK MANAGEMENT TO OPERATE UP TO FOUR (4) LIMOUSINE-STYLE GOLF CARTS ON THE STREETS OF BATTLE MOUNTAIN FOR THE BATTLE MOUNTAIN WINE WALK EVENT ON SEPTEMBER 29, 2012

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

WHEREAS, the provisions of Lander County Code (LCC), TITLE 10, apply to the operation of vehicles on the streets and roadways within Lander County; and

WHEREAS, special events conducted within Lander County are important to the culture, and enrichment of the lifestyle enjoyed by residents of the County; and

WHEREAS, the Lander County Board of Commissioners intends to support those civic organizations within the County as they sponsor special events; and

WHEREAS, it is the intent of Lander County to support the Battle Mountain Chamber of Commerce in their sponsorship of special events such as the Battle Mountain Wine Walk.

NOW THEREFORE BE IT RESOLVED:

The Lander County Board of Commissioners finds it in the best interest of Lander County to relax the provisions of Lander County Code (LCC), TITLE 10, to allow the operation of operation by Bullock Management of four (4) limousine-style golf carts for the safe transport of attendees of the Battle Mountain Wine Walk.

Adopted this 27th day of September, 2012.

THOSE VOTING AYE:

Commissioner Stenmetz
Commissioner Garner
Commissioner Mason
Commissioner Williams

Commissioner Bullock - Abstained

THOSE VOTING NAY:



Attest:

Sadie Sullivan
Sadie Sullivan, Clerk
Lander County

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

RESOLUTION No. 2012-20

**A RESOLUTION OF THE LANDER COUNTY BOARD OF COMMISSIONERS TO
ALLOW BULLOCK MANAGEMENT TO OPERATE UP TO THREE (3)
LIMOUSINE-STYLE GOLF CARTS ON THE STREETS OF BATTLE MOUNTAIN
FOR THE BATTLE MOUNTAIN WINE WALK EVENT ON SEPTEMBER 29, 2012**

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

WHEREAS, the provisions of Lander County Code (LCC), TITLE 10, apply to the operation of vehicles on the streets and roadways within Lander County; and

WHEREAS, special events conducted within Lander County are important to the culture, and enrichment of the lifestyle enjoyed by residents of the County; and

WHEREAS, the Lander County Board of Commissioners intends to support those civic organizations within the County as they sponsor special events; and

WHEREAS, it is the intent of Lander County to support the Battle Mountain Chamber of Commerce in their sponsorship of special events such as the Battle Mountain Wine Walk.

NOW THEREFORE BE IT RESOLVED:

The Lander County Board of Commissioners finds it in the best interest of Lander County to relax the provisions of Lander County Code (LCC), TITLE 10, to allow the operation of operation by Bullock Management of three (3) limousine-style golf carts for the safe transport of attendees of the Battle Mountain Wine Walk.

Adopted this 27th day of September, 2012.

THOSE VOTING AYE:

THOSE VOTING NAY:

Attest:

Sadie Sullivan, Clerk
Lander County

Mr. Dean Bullock, Chairman
Lander County Board of Commissioners

LANDER COUNTY COMMISSION MEETING
September 27, 2012

AGENDA ITEM NO. 17

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding the request of the Yomba Shoshone Native American Tribe for representation of Native American history and/or culture to be substituted on an interpretative panel within the Austin Loneliest Highway Visitors Center and other matters properly related thereto.

Public comment.

Background:

The request of the Yomba Shoshone Native American Tribe for representation of Native American history and/or culture to be substituted on an interpretative panel within the Austin Loneliest Highway Visitors Center is presented for Commission consideration.

The graphic and textual information on the interpretive panels was selected by the project stakeholders and members of the Austin community. This was done during the stakeholders/community meetings held during the fall of 2010. Review of the project draft final environmental report by the Yomba Shoshone tribe, (as per the requirements of Section 106), yielded questions regarding the non-inclusion of the Yomba community and Native Americans, in general, within the interpretive panels planned for the Visitor Center.

The inclusion of graphic and/or textual information on Native American culture, history and, specifically, the Yomba Shoshone community is at the discretion of the Commission. There are seven (7) interpretive panels planned for the site, assuming the obelisk is built. In the event the obelisk is not built, three (3) interpretive panels will be affixed to the sides of the restroom structure. Substitution of the information will not further delay the project but will displace information chosen by the stakeholders and community members to be represented in the interpretive panels.

The Austin Loneliest Highway Visitor Center has received the Notice to Proceed, dated September 10, 2012, for the Project and a 'conditional' clearance from SHPO. The condition is not related to this particular issue but, rather, placement of a plaque at the site referencing the history of stone building construction in the Town of Austin.

Recommended Action:

It is recommended that the Commission NOT grant the request of the Yomba Shoshone Native American Tribe for representation of Native American history and/or culture to be substituted on an interpretative panel within the Austin Loneliest Highway Visitors Center.



Gene Etcheverry <getcheverry@landercountynv.org>

RE: Austin Loneliest Hwy Project

1 message

Albright, Cynthia <cynthia.albright@stantec.com>

Mon, Jul 30, 2012 at 11:59 AM

To: Dora Blossom <Dora@shawengineering.com>

Cc: "Gene Etcheverry" (getcheverry@landercountynv.org) <getcheverry@landercountynv.org>, "Albright, Cynthia" <cynthia.albright@stantec.com>, "Pringle, Jim" <jim.pringle@stantec.com>, "Peter Dube (pete@thedubegroup.com)" <pete@thedubegroup.com>, "Santner, Barb" <Barb.Santner@stantec.com>, "Dickey, Elizabeth A (EDickey@dot.state.nv.us)" <EDickey@dot.state.nv.us>, "Mella Rothwell Harmon (harmon@kecnv.com)" <harmon@kecnv.com>

Hello there!

We cannot send out any notice to the paper for bidding until the NDOT tells us everything is approved. This includes the environmental piece so that CATex is issued and the funding is put in place.

I just got off the phone with Liz Dickey from the state responsible for getting the environmental clearances from the SHPO. The final draft report prepared by Mella Harmon was reviewed by the Native American community as part of the review and the Yomba tribe had some comments about why none of the interpretive panels include mention of their tribe or Native Americans, in general.

In an effort to expedite approval of the document by the SHPO, Liz and I found a solution that we believe will allow her to forward the report and address the tribe's concerns in the cover letter: the Yomba tribe shall coordinate with Gene and Lander County about a possible substitution of a graphic panel from either one on the obelisk or the restroom building pursuant to a decision by the Yomba tribe and concurrence with Lander County. The tribe is to provide Lander with both the graphic image and the graphic text in .jpeg and word formats for the county's use. The decision will ultimately be up to Lander County. If agreed by Lander, the only change that needs to be made is an update to the CD which includes the graphics provided to the successful bidder and an addenda documenting the graphic substitution.

We hope you agree this approach both puts the responsibility onto the tribe to coordinate the discussions with Lander and the approval by Lander to make any change.

Cynthia Albright, MA, AICP
Senior Associate, Planning Manager
Stantec

stantec.com

#

17

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 Please consider the environment before printing this email.

From: Dora Blossom [mailto:Dora@shawengineering.com]
Sent: Monday, July 30, 2012 8:16 AM
To: Albright, Cynthia
Subject: Austin Loneliest Hwy Project

Good Morning;

I have on my calendar the notice for the paper for the bidding of the Austin project was to be sent to be my the 26th of July; if you sent it I have not received it as of this morning.

Do you have a revised bid schedule?

Thank you;

Dora Blossom
Office Administrator
Shaw Engineering
20 Vine Street
Reno, NV 89503
Phone 775-329-5559
Fax 775-329-5406
www.shawengineering.com



Gene Etcheverry <getcheverry@landercountynv.org>

RE: Austin VC

1 message

Dickey, Elizabeth A <EDickey@dot.state.nv.us>

Mon, Jul 30, 2012 at 11:58 AM

To: "Gilbert-Young, Sabra E" <SGilbert-Young@dot.state.nv.us>

Cc: "Albright, Cynthia" <cynthia.albright@stantec.com>, "Morton, Dean C" <dmorton@dot.state.nv.us>, "Shigenaga, Kristena L" <kshigenaga@dot.state.nv.us>, "Creger, Charles C" <CCreger@dot.state.nv.us>, Gene Etcheverry <getcheverry@landercountynv.org>

Hi Sabra,

I talked with Cynthia Albright, the Project Manager for Stantec, about including some interpretation on the Yomba and their history into the Austin Visitor Center. If the Yomba are interested in having a panel on their history they will need to need to talk to Gene Etcheverry, the Executive Director of Lander County. His e-mail is: getcheverry@landercountynv.org, and his phone number is 775-635-2885. The County will be making the final call on what panels will be included in the visitor center.

On the Visitor Center there are seven opportunities for interpretive panels. There are three panels that are part of the building, and four sides of the obelisk sculpture. Adding an additional panel is not an option because of the very tight budget this project has. (The original design had more panels but they had to be eliminated to keep the cost down). The themes for the interpretive panels and obelisk were based on ideas that were proposed at the public meetings and workshops held for the project. They are not set in stone and may be changed, but the content of the panels and obelisk is up to Lander County. From talking to Cynthia, it sounds like it will be easier to re-design a panel on the building than to try to re-design the sculpture.

If Lander County is open to swapping one of the existing interpretive panels for one proposed by the Yomba, the tribe will need to chose a single image and accompanying text and submit it to Gene on a CD. The image needs to be 600 dpi or higher (preferably 1200 dpi) and in a TFF or JPG format. The text needs to be in a Word document. Cynthia says that Lander County has until about the end of this year to make changes to the content of the panels since construction is expected to start in Spring.

For the picture of the Pony Express rider and Native American woman, the text on that panel (and all the other panels) will probably be expanded to give a little more information. The Visitor Center has no area for brochures. The interior of the building is just for storage of the picnic tables and bathrooms. The designers considered an area for brochures, but nixed the idea because they would blow away and there is always the question of who would restock them.

For Section 106, what I'll do is submit the existing plan set to SHPO for their review with an explanation that one of the panels may change to a Yomba theme, pending discussions between the Yomba Tribe and Lander County. And that whatever text accompanies that panel will be approved by the Tribe.

Call if you have any questions.

Thanks,

Liz

Elizabeth Dickey

Architectural Historian

NDOT, Archaeology Section

1263 S Stewart Street

Carson City, NV 89712

Phone: 775-888-7478

Fax: 775-888-7104

From: Gilbert-Young, Sabra E
Sent: Friday, July 27, 2012 2:20 PM
To: Dickey, Elizabeth A; Creger, Charles C
Subject: Austin VC

I met with the Yomba representative yesterday out on the reservation regarding a response on the Mercury project. Per your request we also spoke about the photo planned for use at the Austin Visitor Center.

Her comments are:

1. If the context of the photo is unknown it might not be the best idea to give the impression that this is (a) a Pony Express rider and (b) that the Native woman shown is a Shoshone. (I don't know if you went to that website I sent you the link on but it disputes the photo's authenticity).
2. Yomba would rather see a photograph of Native people doing something like picking pinenuts. I explained that I thought the Austin folks were focusing on the Pony Express aspect of history and that is why they went with this photograph.
 - a. She showed the photo to a tribal member who immediately noticed the problem with the woman's eyes. A discussion ensued regarding that aspect. No specific Native American thing there, but they also thought it was a bit creepy.
3. Yomba would like the Austin folks to incorporate a short history of Yomba into the visitor center. She's going to put it on the agenda for their next Council meeting.

- a. She asked what the likelihood was that Austin would do that. Told her I didn't hold high hopes for it and that I didn't know how relations were between Yomba and Austin folks. We'll never know until we ask. Please run it by the PM next time you talk to him.
- b. Told her I'd read Elmer Rusco's history of Yomba, she pulled down the document that she was going to use to write the history, it was the same one. She'll take it to Council and get her direction from them on it.

I was thinking about this last night. If Austin refuses to incorporate something on Native Americans/History of Yomba into the interpretive panels, a solution might be that Yomba could have a small brochure made up that could be left as a handout there at the VC. I have a hard time imagining this as being unacceptable. If it is, I'll let them know and maybe they can solicit placing it at other places that have brochure tables (like the International).

She had some comments regarding the safety of the roads in and out of the reservation. Frankly, they appeared in pretty good condition for the most part to me yesterday. But they've been recently bladed so I am sure that this wasn't representative of how they normally are. I told her I would talk to Steve Baer about them and see if he couldn't talk to the county road crew about it.

This communication, including any attachments, may contain confidential information and is intended only for the individual or entity to whom it is addressed. Any review, dissemination or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and delete all copies of the original message.



Gene Etcheverry <getcheverry@landercountynv.org>

Austin Visitor Center

1 message

Karmel Bryan <kbryan@yombatribe.org>

Mon, Aug 20, 2012 at 9:38 AM

To: "getcheverry@landercountynv.org" <getcheverry@landercountynv.org>

Dear Mr. Etcheverry:

In speaking with Sabra Gilbert-Young with the Nevada Department of Transportation, she has informed me that there is a possibility that Yomba Shoshone Tribe could be included on one of the information panels at the new visitors center to be built in Austin, NV.

I spoke with the Yomba Tribal Council on August 10th, at their regular monthly council meeting and the members on council were very interested in this opportunity to be able to tell a little about their reservation on one of the panels to be displayed. Being the history around the Austin area, contains a lot of Shoshone History, it would be nice to share that with people passing through the Austin area. Your consideration would be greatly appreciated.

Please let me know what it would take on our end to have this information panel contain a brief history, and/or photos, of the Yomba Shoshone Reservation.

I look forward to hearing from you.

Best,

Karmel Bryan
Environmental Director

Yomba Shoshone Tribe
HC 61 Box 6275
Austin, NV. 89310
Ph.# 775-964-2463 Ext. 111
Fax # 775-964-1286
kbryan@yombatribe.org
Office Hours Mon - Thurs. 7am - 5:30

LANDER COUNTY COMMISSION MEETING
September 27, 2012

AGENDA ITEM NO. 18

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding ratification of selection of Mr. Keith Westengard as the Safety Manager for Lander County; approval/disapproval of Employment Agreement between Lander County and Mr. Keith Westengard for employment in the position of Safety Manager; and other matters properly related thereto.

Public comment.

Background:

Ratification of the selection of Mr. Keith Westengard as the Safety Manager for Lander County and the Employment Agreement between Lander County and Mr. Westengard for employment in the position of Safety Manager is presented for Commission consideration.

The Safety Manager Selection Committee met on Monday, September 17, 2012 to interview candidates for the Safety manager position. Two (2) of the top five applicants for the position agreed and were present to be interviewed. Mr. Westengard was chosen unanimously by the Committee to be offered the Safety Manager position and will be available to fill the position October 2, 2012.

The Employment Agreement reflects the initial annual salary for the position at \$65,000.00, with an additional \$5,000.00 upon successful completion of the six-month probationary period. An additional salary increase of up to \$10, 000.00 could be awarded at the conclusion of Mr. Westengard's first year in the position, upon fully successful implementation of a complete Lander County Safety and Safety Training Program and subject to Commission approval.

Recommended Action:

It is recommended that the Commission ratify the selection of Mr. Keith Westengard as the Safety Manager for Lander County and approve the Employment Agreement between Lander County and Mr. Westengard for employment in the position of Safety Manager, effective October 2, 2012.

LANDER COUNTY COMMISSION MEETING
September 27, 2012

AGENDA ITEM NO. 19

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding award of bid for Austin Volunteer Fire Department Fast Attack/Rescue Fire Apparatus to Blanchat Manufacturing and other matters properly related thereto.

Public comment.

Background:

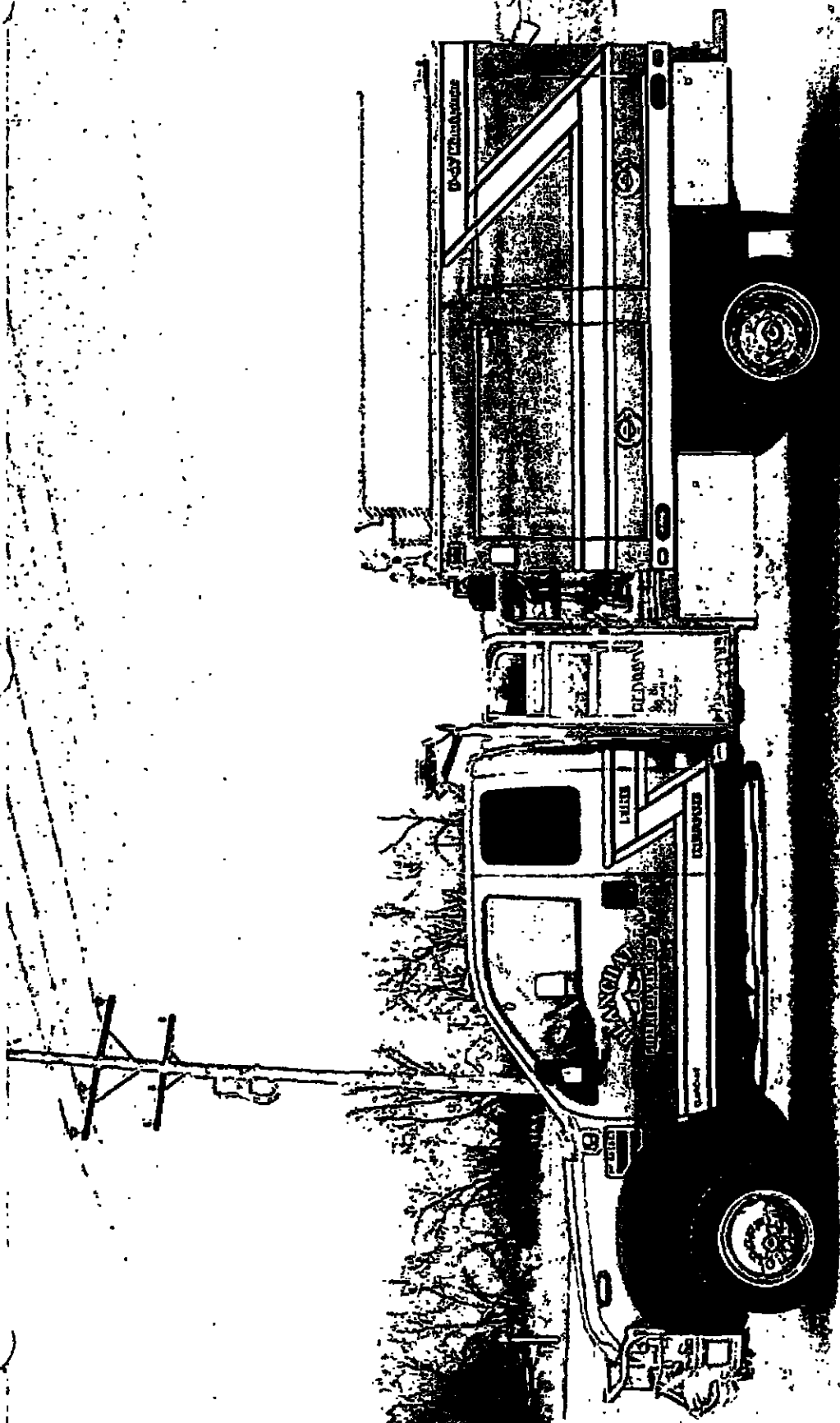
The bid submitted by Blanchat Manufacturing to manufacture and deliver a Fast Attack/Rescue Fire Apparatus to the Austin Volunteer Fire Department is presented for Commission consideration.

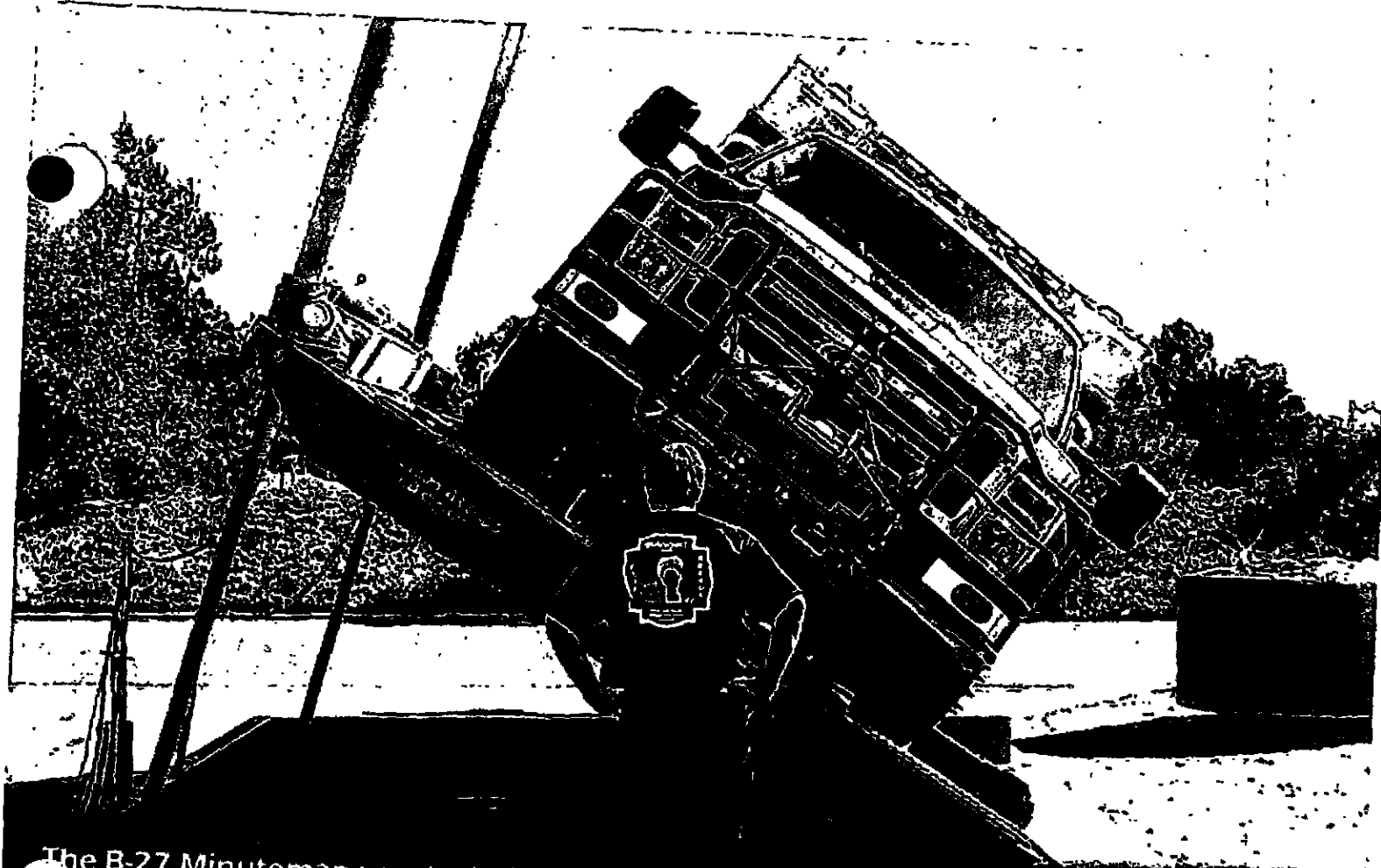
The sole bid received for manufacture and delivery of the Austin Volunteer Fire Department Fast Attack/Rescue Fire Apparatus was submitted by Blanchat Manufacturing. The base bid for delivery of the truck is \$205,000.00. This allows for up to \$30,000.00 in ancillary equipment, per bid specifications (alternate/add-on), to be selected by the Austin Volunteer Fire Department for installation on the fully-equipped vehicle.

The total amount budgeted in the Lander County Fiscal Year 2012-2013 Budget for the Austin Volunteer Fire Department Fast Attack/Rescue Fire Apparatus is \$235,000.00.

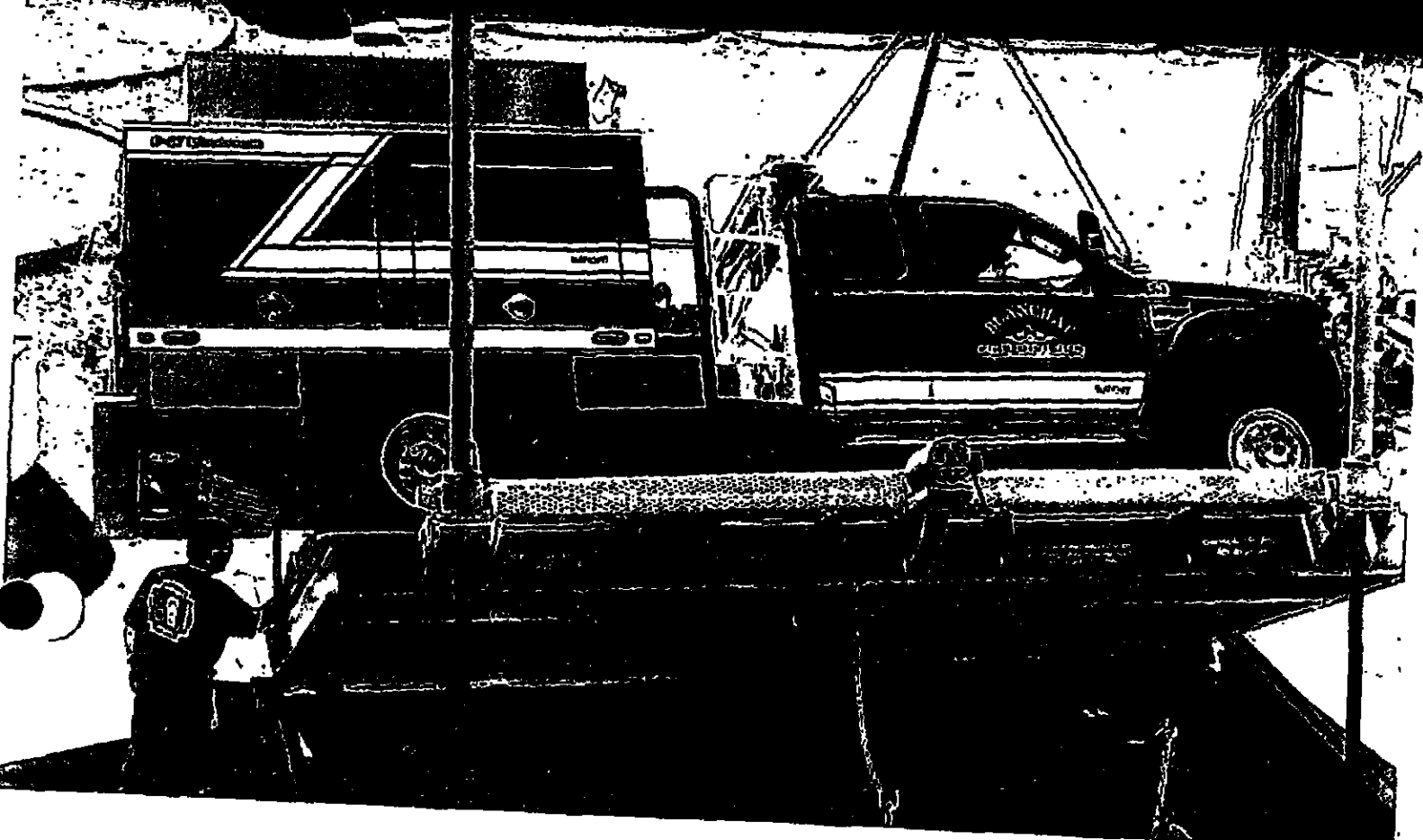
Recommended Action:

It is recommended that the Commission accept the bid submitted by Blanchat Manufacturing at the base bid amount of **\$205,000.00** and installation of up to \$30,000.00 in ancillary equipment, per bid specifications (alternate/add-on), to be selected by the Austin Volunteer Fire Department for a total delivered price not to exceed **\$235,000.00**.





The B-27 Minuteman was tested at the US Forest Service Technology & Development Center in San Dimas, CA. The truck was fully loaded with tools and 400 gallons of water. The GVW of the truck was then maxed out using sandbags. The truck accomplished 37.1 degrees on both sides.



Main Office
Harper, Kansas
10 NW 92 RD
PO Box 444

Harper, Kansas 67058-0444
Tel: 620-896-7145
Fax: 620-896-7178

BLANCHAT

MFG., INC.

www.blanchatmfg.com
blanchat@sbcglobal.net

California Office
Clovis, California 93611
Phone: 559-299-0225

September 4, 2012

Lander County Clerk
315 South Humboldt
Battle Mountain, NV 89820

**Request for Bid : Bid for New Combination Brush/Rescue Truck
Austin Fire Department Truck**

Bed Apparatus	Cost per Unit	\$159,517.00
Chassis	Cost per Unit	\$ 46,138.00
	Total Cost	\$205,655.00

PRICING IS F.O.B. Austin Fire Department Austin, NV

This price does not include any Federal, State or City tax.

Bidder Company Name: Blanchat Mfg., Inc

Street Address 10 NW 92 Road

Mailing Address PO Box 444

City, State & zip Code Harper, Ks 67058

Phone Number 1-620-896-7145

Signature



Title

FIRE CHIEF

B-27 Minuteman Prices 2012

9/4/2012

Austin VFD~Austin, NV

BLANCHAT
MFG., INC.

PART #	QTY	DESCRIPTION	PRICE	EXT. PRICE
A. Chassis				
A00001	1	4x4, 19,500 GVWR, 84" cab to axle, dual rear wheels	Pricing Available	\$46,138.00
B. B-27 Minuteman Fire Apparatus Body & Standard Equipment				
B00001	1	Premium 12 ga. Steel Superstructure		included
B00002	1	Seated BATROPS Transverse Crosswalk		included
B00020	1	Translength Compartments (w/ 2 doors per side, 52 cubic feet ea.)		included
B00021	1	Top Rear Access to Boxes		included
B00022	1	Top Hose Bed		included
B00023	1	Stainless Steel Chip Rail Under Doors		included
3-27D-006	1	Transverse Crosswalk Hand Rail		included
100027-1	1	Chrome Folding Step		included
3-27D-007	1	Light Bar Rack on Headache Rack		included
100107-B6	1	UPGRADE to Full Body Harness (1 harness 6 retractors)	\$649.00	included
3-27A-011	1	Chest Saddle Safety Gates		included
3-27A-014	1	3x10x1/4 Rect. Tube Rear Step Bumper Tied into Chassis Frame with Reflective Strip		included
100032-1	1	Receiver Hitch		included
B00024	1	Turtle Tile in Compartments		included
B00025	1	Rhino-lined Crosslay & Rear Bumper		included
B00005	1	Customized Pump Panel w/ Flip Up Lid & Plumbing, all controls are located in the walkway		included
B00006	1	Aluminum Trim Package		included
100080-1	1	Mud Flaps		included
C00002	1	Spring Enhanced Handling Package	\$1,212.00	included
100006-23B	1	UPGRADE to 23 HP Briggs Engine with Hale HPX200 Pump		included
100031-400	1	Recessed 400 gal. Poly Tank		included
100050-1MTD	1	Tankvision Water Level Indicator		included
B00007	1	Pre-Connected 1 1/2" Transverse Crosslay		included
B00008	1	2-1/2 in Valve Tank to Pump		included
B00009	1	2-1/2 in Valve Pump to Draft		included
B00010	1	Hand-operated Drafting Capability		included
100361-STD	1	Whelen Justice LED Light Bar		included
100194-3	2	Super LED Round Beacon Flat Mount on Top of Compartments		included
B00027	4	Alternating Rear Flashers		included
100049-30	10	Whelen Linear LED Lighthead 500 Series		included
100049-9	1	Wig-Wags		included
B00011	1	Hands Free Siren Controls		included
B00012	8	Ground Lighting/Work Lights		included
100049-38	1	LED Door Open Indicator		included
B00013	1	Console Dash Mounted Control for Siren & Radio		included
B00014	1	No Floorboard-mounted Controls allowing a 3 rd person to ride		included
B00015	1	Chassis Interior Electrical Panel with Color-coded wiring		included
B00016	1	Dedicated Ground to all Lighting starting at battery		included
B00017	1	Ignition-operated Emergency Master Disconnect		included
100098-3	1	Back-up Alarm		included
B00018	1	Commercial Chassis Electrical System		included
300028	1	Triple Stripe in the Center of the Bed		included
100239-4R	1	4" Reflective Stripe Below Doors		included
B00019	1	Triple Strip on Bottom Chassis Doors		included
			Total:	\$54,166.00

PART #	QTY	DESCRIPTION	PRICE	EXT. PRICE
OPTIONS				
C. Highly Recommended Options				
C00001	0	UPGRADE to Standing BATROPS crosswalk incl. 1 full body harness & brush guard light bar rack	\$2,209.00	\$ -
100107-BH	0	UPGRADE to 2 nd Full Body Harness	\$342.00	\$ -
D. NFPA Recommended Equipment				
100258-1	1	Solid Bottom Wheel Chocks (Mounted) (NFPA 1906)	\$250.00	\$ 250.00
100282-5	0	5 lb Dry Chemical Fire Extinguisher w/ 40-B:C and mount bracket (NFPA 1906)	\$95.00	\$ -
100399-1	0	First Aid Kit (NFPA 1906)	\$125.00	\$ -
100412-1	1	Reflective Triangle Kit (NFPA 1906)	\$28.00	\$ 28.00
E. Plumbing				
E00001	0	UPGRADE to Diesel Engine Pump (HP200/KUBOTA DIESEL 24HP) from HPX200-B23	\$7,000.00	\$ -
100006-35B	1	UPGRADE to Hale HPX275 pump w/ 35HP Vanguard	\$6,117.00	\$ 6,117.00
100199-1	1	Single Foam Injection System	\$8,235.00	\$ 8,235.00
E00002	0	Around the Pump Foam Injection System (not recommended)	\$1,309.00	\$ -
E00003	0	Blanking for Foam System w/ Foam Tank	\$2,042.00	\$ -
100432-1	1	Foam Transfer Pump	\$911.00	\$ 911.00
E00004	1	Incorporated CAFS (Single Line)	\$30,344.00	\$ 30,344.00
E00005	0	UPGRADE to Second CAFS Line	\$17,555.00	\$ -
	1	External/Interior Attack System	\$2,601.00	\$ 2,601.00
E00006	1	UPGRADE to Stainless Steel Plumbing	\$2,362.00	\$ 2,362.00
100050-2	1	UPGRADE to Tankvision Water Level Indicator w/ Mini Slave	\$400.00	\$ 400.00
E00008	0	4 Light Full View Tank Level Indicator (1 side)	\$592.00	\$ -
E00009	1	(2 sides)	\$770.00	\$ 770.00
100023-1Y	0	Second Whipline	\$495.00	\$ -
E00010	0	Second Whipline incl. Full Body Harness	\$827.00	\$ -
E00011	1	2 1/2" AutoFill Tank Fill Valve	\$6,344.00	\$ 6,344.00
E00012	0	Monitor, Blitzfire 2.5NH w/ 2 1/2" pre-connect, 2 1/2" Akron valve, w/ 150' 2 1/2" hose	\$6,122.00	\$ -
E00013	1	2 1/2" Rear Discharge in Hose Tray Compartment (no hose)	\$1,932.00	\$ 1,932.00
E00014	1	Pre-Connected Rear Fill with 2 1/2" Double-jacketed 50 ft Hose w/ Hose Lock	\$313.00	\$ 313.00
E00015	0	UPGRADE to Electric Pump Primer	\$1,173.00	\$ -
E00016	0	UPGRADE to 4 nozzle, 2 valve, 2 switches Mid Range Sweeps (must have Front Bumper Sweeps (2 or 3 nozzles)	\$639.00	\$ -
E00017	0	UPGRADE to 4 nozzle, 4 valve, 4 switches Mid Range Sweeps (must have Front Bumper Sweeps (2 or 3 nozzles)	\$1,947.00	\$ -
F. Body Storage				
F00001	1	Pump Panel Compartment Storage (Mounted)	\$69.00	\$ 69.00
F00002	1	Front Incorporated Underneath Cribbing Box (only 1 if genset)	\$571.00	\$ 571.00
F00003	1	Rear Incorporated Underneath Cribbing Boxes (left & right)	\$1,141.00	\$ 1,141.00
F00004	1	Top Hose Bed Cover	\$2,790.00	\$ 2,790.00
F00005	1	Dual Upper Storage Boxes	\$2,264.00	\$ 2,264.00
F00006	1	Upper Rear Access Area of Backboard	\$587.00	\$ 587.00
F00007	2	End Crosslay Covers	\$87.00	\$ 174.00
F00008	0	Top Canvas Hose Bed Cover	\$281.00	\$ -
F00009	0	Special Compartment Modification	\$25.00	\$ -

PART #	QTY	DESCRIPTION	PRICE	EXT. PRICE
F00010	0	Special Compartment Modification	\$100.00	\$ -
F00011	0	Special Compartment Modification	\$500.00	\$ -
F00012	0	Special Compartment Modification	\$1,000.00	\$ -
G. Front Bumper				
100047-8	0	Bumper Grill Guard with 8,000 lb. Winch	\$3,734.00	\$ -
100047-12	1	Bumper Grill Guard with 12,000 lb. Winch	\$4,141.00	\$ 4,141.00
100311-1-MTD	0	Unitized Front Bumper/Grill Guard without Winch	\$2,419.00	\$ -
G00008	0	Remote Control Monitor with Flat Disperse nozzle	\$10,823.00	\$ -
G00004	0	Front Bumper Sweeps (TWO Corner Nozzle Sweeps)	\$2,351.00	\$ -
G00005	0	Front Bumper Sweeps (THREE Nozzle Sweeps, 2 corner, 1 center)	\$3,241.00	\$ -
G00007	0	Portable 9000 lb. Winch for Receiver Hitch (Mounted)	\$1,912.00	\$ -
G00006	1	BLESS (Mounted)	\$3,614.00	\$ 3,614.00
H. Rear Bumper				
H00001	0	Tow Loop	\$45.00	\$ -
100027-3	0	Manual Pull-Out Drop Down Step	\$302.00	\$ -
I. Decals				
I00001	0	Lettering on Doors (doors only, 4-color graphics not covered)	\$441.00	\$ -
I00002	0	Striping other than the standard 4 inch white design		\$ -
I00003	0	Decals other than Lettering on Doors		\$ -
100373-1	0	Chevron Striping per sq ft.	\$79.00	\$ -
I00004	0	Z Stripe (1 per side)	\$387.00	\$ -
I00005	0	Z Stripe (2 per side)	\$773.00	\$ -
J. Chassis				
100004-2-08	1	Stainless Steel Simulators For Ford	\$469.00	\$ 469.00
100364-1	1	Nerf Bars	\$561.00	\$ 561.00
J00001	0	Two-Tone Paint	\$1,026.00	\$ -
100358-1	0	UPGRADE to 200 Amp Alternator for V10 Gas Engine	\$941.00	\$ -
100391-1-MTD	0	Electric Tire Monitoring System with Chassis-mounted Display (for 6 wheels)	\$750.00	\$ -
	0	Electric Tire Monitoring System with Chassis-mounted Display (for 10 wheels, TANDEM)	\$929.00	\$ -
J00002	0	If spare tire is chosen, bottle jack & lug wrench (NFPA 1906)	\$312.00	\$ -
K. Generator				
K00001	0	5.5 Generator and Focus Scene lighting w/ breaker box & 4 plug outlet	\$8,958.00	\$ -
K00002	0	UPGRADE to Extend-a-Lite OPTIMUM 240V	\$225.00	\$ -
K00004	1	7.0 Generator w/Focus Scene Lighting, breaker box and 4 plug outlet	\$10,518.00	\$ 10,518.00
100049-30	0	Tripod Telescoping Pole Flood Lights	\$1,482.00	\$ -
K00003	0	2 Plug Ground Fault Terminal	\$47.00	\$ -
100111-3-MTD	1	Electric Cord Reel 30 Amp 12-2 Black 75'	\$1,587.00	\$ 1,587.00
100395-1	0	Akron Junction Box with EJB-MT Bracket & Internally Backlit Faces	\$598.00	\$ -
	0	Portable 2000 Honda Generator w/ two 650 telescoping lights	\$3,443.00	\$ -
L. Lighting				
100049-30-R	0	500 Series LED Strokes	\$243.00	\$ -
100049-24	1	Wildland Fireline Lights	\$296.00	\$ 296.00
100049-24	0	Wildland Fireline Lights (two on lightbar, two on rear)	\$592.00	\$ -
L00001	2	UPGRADE to LED Work Lights	\$96.00	\$ 192.00
100049-20A	1	UPGRADE to LED Stop-Turn Tail Light	\$106.00	\$ 106.00
100024-H	0	Howler/Rumbler Siren System	\$853.00	\$ -

PART #	QTY	DESCRIPTION	PRICE	EXT. PRICE
100049-13	1	Recessed LED Directional Light Bar	\$1,333.00	\$ 1,333.00
100049-41	0	Recessed 3 rd Brake Light	\$368.00	\$ -
L00002	1	Flash Sequencing	\$10.00	\$ 10.00
100049-12R-2	1	GoLight Spot Light (Mounted) w/ Dash Mounted Remote (NFPA)	\$364.00	\$ 364.00
L00004	0	Flexible Swivel Map Light	\$90.00	\$ -
L00005	0	Special Lighting Modification	\$25.00	\$ -
L00006	0	Special Lighting Modification	\$100.00	\$ -
L00007	0	Special Lighting Modification	\$500.00	\$ -
L00008	0	Special Lighting Modification	\$1,000.00	\$ -
M. Electrical				
M00001	0	Reverse Activated Rotators	\$304.00	\$ -
M00002	0	Audible Open Door Warning 90DB	\$337.00	\$ -
M00003	0	Automatic Ground Effect Work Lights	\$314.00	\$ -
100136-2	0	Auto Eject & Battery Maintainer	\$1,280.00	\$ -
N. Communication				
N00005	0	Installed Customer Radio and Antenna	\$216.00	\$ -
N00006	1	Faceplate, wiring and bracket for Customer Radio	\$162.00	\$ 162.00
O. Reels				
100111-7	1	3/8" Pre-Connected 50' Air Hose Reel	\$496.00	\$ 496.00
100111-1	0	Recessed 1" Hose Reel 100'	\$3,317.00	\$ -
100111-1-LT	1	Recessed 1" Hose Reel 100' for 35 HP Pump	\$3,577.00	\$ 3,577.00
O00002	0	UPGRADE to Aluminum for ANY Reel	\$523.00	\$ -
P. Tools				
100034-5	2	SCBA Brackets	\$93.00	\$ 186.00
P00008	1	Adjustable Rescue Brace System w/ Jacks (Mounted)	\$2,007.00	\$ 2,007.00
P00009	1	Traffic Control (10 Cones, 2 Hand Held Signs, 2 Reflective Vests)	\$444.00	\$ 444.00
P00010	1	Rescue Chain & J Hook Set	\$526.00	\$ 526.00
P00011	4	Step Chock Cribbing Blocks w/ Rope	\$127.00	\$ 508.00
100160-2	60	Pyramid Log Cribbing Blocks w/ Rope (4x4x18)	\$29.00	\$ 1,740.00
100160-3	6	Wedge Cribbing Blocks w/ Rope (4x4x20)	\$22.00	\$ 132.00
100160-5	10	Pyramid Cribbing Blocks (2x4x18)	\$22.00	\$ 220.00
100381-1	0	4 HP GX120 Positive Pressure Ventilation Fan	\$2,547.00	\$ -
100053-3	0	Spanner Wrench Set (Mounted)	\$232.00	\$ -
100041-1	0	Pike Pole (Mounted)	\$183.00	\$ -
100291-48S	0	Flathead Shovel (Mounted)	\$101.00	\$ -
100291-1-48R	0	Spade Head Shovel (Mounted)	\$101.00	\$ -
100322-6	0	Wrecking Bar (Mounted)	\$108.00	\$ -
100057-6	0	6 lb Flat Head Axe w/ Fiberglass Handle (Mounted)	\$131.00	\$ -
100201-6	0	6 lb Pick Head Axe w/ Fiberglass Handle (Mounted)	\$131.00	\$ -
100200	0	McLeod Fire Tool (not Mounted)	\$97.00	\$ -
100200	0	McLeod Fire Tool (Mounted)	\$147.00	\$ -
100371-2	0	KWIK KUT Glass Tool (Mounted)	\$181.00	\$ -
100354-1	0	Hailgan Tool (Mounted)	\$269.00	\$ -
P00003	0	Pry-Bar "Small" (Mounted)	\$34.00	\$ -
100394-1	0	24 in Roof Tool (Mounted)	\$149.00	\$ -
100282-10-ABC	0	10 lb Fire Extinguisher w/ Mounting Bracket	\$134.00	\$ -
100282-20-ABC	0	20 lb Fire Extinguisher w/ Mounting Bracket	\$185.00	\$ -
100282-2.5-Water	0	2 1/2" gal. Water Fire Extinguisher w/ Mounting Bracket	\$157.00	\$ -
100394-24	0	3 ft Drywall Hook w/ "D" Handle (Mounted)	\$132.00	\$ -
P00006	0	Rubber Mallet (Mounted)	\$16.00	\$ -
100264-4	0	Vulcan flashlight (Mounted)	\$133.00	\$ -
100415-1-1/4	0	Drip Torch (Mounted)	\$254.00	\$ -
100055-12	0	60 in Fire Rake w/ Wood Handle (not Mounted)	\$35.00	\$ -
100055-12	0	60 in Fire Rake w/ Wood Handle (Mounted)	\$87.00	\$ -
100055-1	0	60 in Fire Rake w/ Fiberglass Handle (not Mounted)	\$80.00	\$ -

PART #	QTY	DESCRIPTION	PRICE	EXT. PRICE
100055-1	0	60 in Fire Rake w/ Fiberglass Handle (Mounted)	\$132.00	\$ -
100204-1	0	Fire Swatter (not Mounted)	\$80.00	\$ -
100204-1	0	Fire Swatter (Mounted)	\$132.00	\$ -
P00013	0	6 ft Trash Hook w/ D Handle	\$116.00	\$ -
100037-1	1	Extension Ladder (Mounted)	\$890.00	\$ 890.00
100056-4	1	Res-Q-Rench	\$30.00	\$ 30.00
P00007	1	Hand Tool Kit	\$586.00	\$ 586.00
P00008	1	Air Rescue Tools (only if CAFS is chosen)	\$1,540.00	\$ 1,540.00

Q. Hose & Fittings

100069-1-3/4	0	1 3/4" Double-jacketed 50 ft Hose	\$186.00	\$ -
100069-2-1/2	0	2 1/2" Double-jacketed 50 ft Hose	\$194.00	\$ -
Q00001	0	3" Double-jacketed 100 ft Hose	\$407.00	\$ -
Q00002	0	2 1/2" 10 ft Clear Hard Suction (NFPA 1906)	\$156.00	\$ -
100275-2.5	0	2 1/2" Barrel Strainer for Hard Suction (NFPA 1906)	\$83.00	\$ -
100320-2-1/2-2-1/2	0	2 1/2" Double Male Adapter	\$20.00	\$ -
Q00003	0	2 1/2" Double Female Adapter	\$36.00	\$ -
100308-1-1/2x2-1/2	0	2 1/2" Male to 1 1/2" Female Adapter	\$24.00	\$ -
100308-2-1/2x1-1/2	0	2 1/2" Female to 1 1/2" Male Adapter	\$24.00	\$ -
100007-1030-1	0	1030 Akron Forestry Nozzle	\$135.00	\$ -
100007-1702-1	0	1702 Akron Turbojet Nozzle with Pistol Grip	\$772.00	\$ -
100007-1720-1-1/2	0	1720 Akron Turbojet Nozzle with Pistol Grip	\$825.00	\$ -
Q00005	0	Nozzle Bracket for 1702 Nozzle	\$76.00	\$ -
100007-2127-w/tip	0	2127 1-1/8 Straight Bore Nozzle w/1417 tip for CAFS	\$563.00	\$ -
100007-1714-1-1/2	0	1714 Fog Nozzle Tip 30-60-90-125	\$571.00	\$ -
100007-2431-1.5	0	2431 Saber Shutoff w/ Integral 1 1/8" Tip	\$504.00	\$ -
100277-755	0	755 Foam Tube to fit 1702	\$222.00	\$ -
100277-766	0	766 Foam Tube to fit 1720	\$337.00	\$ -

R. Cold Weather

R00001	1	Warm Back	\$913.00	\$ 913.00
	0	Arctic Package	\$1,489.00	\$ -
	0	Air Blow Out (CAFS ONLY)	\$488.00	\$ -

S. Hydraulic Tools

S00001	0	Hydraulic Dual Hose Reel with 100' hose (Mounted)	\$10,688.00	\$ -
S00002	0	Bracketing for Rescue Tools	\$140.00	\$ -
S00003	0	TNT BT6.HP TWIN Power Unit	\$7,075.00	\$ -
S00004	0	TNT C-28 Cobra Cutter	\$6,169.00	\$ -
S00005	0	TNT CSC40 NEX Mini Cutter	\$5,244.00	\$ -
S00006	0	TNT S-100-28 Spreader	\$7,320.00	\$ -
S00007	0	TNT R-40 Telescoping Ram	\$5,452.00	\$ -
S00008	0	Rocker Panel Support	\$223.00	\$ -
S00009	0	TNT EXTH-50 RED 50' Hose	\$1,329.00	\$ -
S00010	0	TNT EXTH Blue 50' Hose	\$1,329.00	\$ -

T. Special Features

	0		\$	-
	0		\$	-
	0		\$	-
	0		\$	-
	0		\$	-
	0		\$	-
	0		\$	-

PART #	QTY	DESCRIPTION	PRICE	EXT. PRICE
TOTAL (Not including chassis)				
A.		Chassis		\$46,138.00
B.		B-27 Minuteman Fire Apparatus Body & Standard Equipment		\$54,166.00
C - T.		Selected Options		\$105,351.00
Total with Selected Options:				\$205,655.00

T. Dealer Supplied Options

T00001	0			\$ -
T00002	0			\$ -
T00003	0			\$ -
T00004	0			\$ -
T00005	0			\$ -
T00006	0			\$ -
T00007	0			\$ -
T00008	0			\$ -
T00009	0			\$ -
Total Selected Dealer Options				\$0.00
Grand Total with all Selected Options				\$205,655.00

LANDER COUNTY COMMISSION MEETING
September 27, 2012

AGENDA ITEM NO. 20

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding acceptance of letter of resignation of Shaw Engineering as Lander County Engineer of Record; discussion regarding status of involvement of Shaw Engineering in current projects; and other matters properly related thereto.

Public comment.

Background:

The letter of resignation of Shaw Engineering as Lander County Engineer of Record and discussion regarding status of involvement of Shaw Engineering in current projects is brought before the Commission for consideration.

Mr. Steve Brigman, Lander County Engineer, submitted the letter of resignation as Lander County Engineer of Record on behalf of Shaw Engineering on Wednesday, September 19, 2012. The letter states that the firm is willing to complete current assignments such as the 2012 paving projects, assisting with the construction phase of the 5th Street Alleyways water and Sewer Replacement Project and completion of the Well No. 9 project.

Mr. Brigman and Shaw Engineering have served Lander County for the past fourteen (14) years providing services as County Engineer of Record.

Recommended Action:

It is recommended that the Commission accept the letter of resignation of Shaw Engineering as Lander County Engineer of Record and direct staff to publish a Request for Qualifications for Engineering Services – County Engineer of Record as soon as possible.



September 19, 2012

Gene Echeverry
Lander County Executive Director
Lander County, Nevada
315 South Humboldt
Battle Mountain, Nevada 89820

RE: Lander County Engineering Services
Letter of Resignation

Gene:

Please accept this letter as notice of Shaw Engineering's resignation from County Engineer services. We appreciate all the years of business and opportunity to serve the County, but it's time to move forward in a different direction.

We will continue to diligently prosecute and complete our current assignments including finishing up the 2012 Paving projects, assisting with the construction phase of the 5th Streets Alleys water and sewer replacement project, and completing of the 3rd well (Well No. 9) hydrogeology, exploratory well drilling and engineering work, in which we currently have active subconsulting contracts with Interflow Hydrology and Bruce MacKay Pumping that need to be completed.

We assume the County will solicit for County Engineer services; we will be available at all times to assist the County through the transition process.

If you have any questions or comments please feel free to call anytime.

Sincerely,



Steve Brigman, P.E.
Principal Engineer

20 Vine Street
Reno, Nevada
89503

Telephone:
775.
329.5559

Facsimile:
775.
329.5406

Email:
www.
shawengineering
.com

20

LANDER COUNTY COMMISSION MEETING
September 27, 2012

AGENDA ITEM NO. 21

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

Public comment.

Background:

Recommended Action:

A G E N D A

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

SEPTEMBER 27, 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:

SEPTEMBER 13, 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.

ROAD AND BRIDGE SOUTH

- ✓*(2) Discussion and update on Road and Bridge South projects and other matters properly related thereto.

Public comment.

✓ *ROAD AND BRIDGE NORTH*

- ~~*(3)~~ Discussion and update on Road and Bridge North projects and other matters properly related thereto.

Public comment.

PUBLIC WORKS

- ~~*(4)~~ Discussion and update on Public Works projects and other matters properly related thereto.

Public comment.

- ~~*(5)~~ Discussion for possible action regarding award of bid for the Battle Mountain Water and Sewer Department Fifth Street Alleys Water and Sewer Replacement, Sports Complex Waterline and Parking Lot project and other matters properly related thereto.

Public comment.

TREASURER

- ~~*(6)~~ Discussion for possible action regarding approval/disapproval of E-Payment Services Agreement between Lander County and Point and Pay LLC; authorization for the Lander County Treasurer to sign the agreement; and other matters properly related thereto.

Public comment.

SENIOR CENTER

- ~~*(7)~~ Discussion for possible action regarding ratification and acceptance of Grant Award No. 09-000-07-13-13, Nevada Aging and Disability Services Division, for the Lander County Senior Center congregate meal program in the amount of \$24,281.00, with required match of \$2,794.00; acknowledgement of Confidentiality Addendum; and other matters properly related thereto.

Public comment.

- ~~*(8)~~ Discussion for possible action regarding ratification and acceptance of Grant Award No. 09-000-04-24-13, Nevada Aging and Disability Services Division, for the Lander County Senior home delivered meals program in the amount of \$17,744.00, with required match of \$1,781.00; acknowledgement of Confidentiality Addendum; and other matters properly related thereto.

Public comment.

COMMISSIONERS

- ~~*(9)~~ Discussion for possible action regarding approval/disapproval of Proclamation No. 2012-03, a proclamation designating the month of October 2012 as Domestic Violence Awareness Month and other matters properly related thereto.

Public comment.

- ~~*(10)~~ Discussion for possible action regarding approval/disapproval of General Partnership Agreement between Newmont USA Limited, Lander County, Lander County Convention and Tourism, Nevada Department of Wildlife (NDOW), and Bureau of Land Management – Battle Mountain District – Mount Lewis Field Office (BLM) for the Willow Creek Legacy Program and other matters properly related thereto.

Public comment.

- ~~*(11)~~ Discussion for possible action regarding status of official County map and Lander County mapping project and other matters properly related thereto.

Public comment.

- ~~*(12)~~ Discussion for possible action regarding alternatives for disposition of the Austin Road and Bridge shop and facility and other matters properly related thereto.

Public comment.

- ~~*(13)~~ Discussion for possible action regarding fuel system for the Austin Airport and other matters properly related thereto.

Public comment.

- ~~*(14)~~ Discussion for possible action regarding approval/disapproval of the Pre-Construction Services Agreement between Lander County and CORE for Construction Manager at Risk (CMAR) services for the pre-construction phase of the Lander County Courthouse/Administration Building project and other matters properly related thereto.

Public comment

- ~~*(15)~~ Discussion for possible action regarding approval/disapproval of agreement between Lander County and Scott Bullock, Bullock Mechanical, for lease of the storage/maintenance shop facility "Old Battle Mountain Water and Sewer Yard" located at 145 West Third Street, Battle Mountain, Nevada and other matters properly related thereto.

Public comment.

EXECUTIVE DIRECTOR

- ~~*(16)~~ Discussion for possible action regarding approval/disapproval of Resolution No. 2012-20, a resolution to allow Bullock Management to operate up to three (3) limousine golf carts during the Battle Mountain Wine Walk scheduled for September 29, 2012 and other matters properly related thereto.

Public comment.

- ~~*(17)~~ Discussion for possible action regarding the request of the Yomba Shoshone Native American Tribe for representation of Native American history and/or

culture to be substituted on an interpretative panel within the Austin Loneliest Highway Visitors Center and other matters properly related thereto.

Public comment.

- ~~*(18)~~ Discussion for possible action regarding ratification of selection of Mr. Keith Westengard as the Safety Manager for Lander County; approval/disapproval of Employment Agreement between Lander County and Mr. Keith Westengard for employment in the position of Safety Manager; and other matters properly related thereto.

Public comment.

- ~~*(19)~~ Discussion for possible action regarding award of bid for Austin Volunteer Fire Department Fast Attack/Rescue Fire Apparatus to Blanchat Manufacturing and other matters properly related thereto.

Public comment.

- ~~*(20)~~ Discussion for possible action regarding acceptance of letter of resignation of Shaw Engineering as Lander County Engineer of Record; discussion regarding status of involvement of Shaw Engineering in current projects; and other matters properly related thereto.

Public comment.

~~*COMMISSIONERS*~~

- ~~*(21)~~ Correspondence/reports/potential upcoming agenda items.

Public comment.

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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 21st day of September 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 21st day of September 2012.

WITNESS

Molly Gonzalez

Payment of Bills

September 27, 2012

ROGENE HILL
Lander County Finance Director



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

DATE

Chairman	
Commissioner	
Commissioner	
Commissioner	
Commissioner	

LANDER COUNTY COMMISSION MEETING
September 27, 2012

APPROVE / DISAPPROVE
SUBMITTED EXPENDITURES IN THE AMOUNT OF \$ 776,091.92
From Check #42004 thru #42099

NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	TOTAL
42004	ADVANCED DATA SYSTEMS INC	8/31/12/PCHDNR/ AJC 8/31/12/MO SUPP/ W&S		9/27/12	71498	132.00 260.00	392.00
42005	ALLIANCE COMMERCIAL EQUIP	8/31/12/REPRS WASHER		9/27/12	71536	740.00	740.00
42006	AMPED-OUT-ELECTRICAL, LLC	9/12/12/RECEPT/		9/27/12	71499	183.28	183.28
42007	B M AUTO SUPPLY, INC	9/9/12/DRAWERS STORAGE 9/6/12/OIL/LNDFIL 9/6/12/COMP OIL/R&B 9/6/12/HNDL, GREASE, CPLR 9/6/12/GAS CAPS/A R&B 9/10/12/VBELT/JACK/W&S 9/9/12/FILS/LNDFIL 9/10/12/FTL, R&B 9/11/12/HANDLE 9/10/12/RETAINER 9/10/12/BATT ASSYPACK 9/10/12 LIGHTASSY/A R&B 9/10/12 CABLE, GASCAP 9/11/12/ADAPTER 9/11/12/FILS, A R&B 9/11/12 EXHAUST ASSEMBLY 9/11/12/TUBING 9/11/12/SOCKET 9/12/12/STRTFLD, CLNR 9/12/12/SOCKET, BRUSH 9/12/12/ANTIFREEZE, A R&B 9/12/12/ GREASE, A R&B 9/12/12TOWELS/A R&B 9/12/12/WELDSUPPLIES 9/12/12/ PLUG, R&B 9/12/12/HEATSHRK ASSMB 9/12/12/ANTIFREEZE 9/12/12/BATT, ANTENNA 9/13/12/ V BELT 9/13/12/RETRACTKNIFE/W&S 9/13/12/ BAT CHGR, 9/14/12/RAGS, VBELT, S&M 9/18/12/KNIFE, BLADE, W&S 9/18/12/ANTIFRZ, COPLR, LND 9/19/12WASHERS 9/20/12/FUNNEL, OIL		9/27/12	71500	1,500.00 89.94 19.74 44.46 29.61 66.63 49.74 16.03 22.29 4.85 367.54 237.19 137.05 14.96 62.86 1,175.00 20.00 46.77 109.92 31.21 499.00 380.20 55.96 13.61 2.70 83.16 35.88 12.41 53.99 18.98 70.39 240.26 93.47 82.12 1.66 59.67	5,749.25
42008	B M CLINIC	9/20/12/REFUND,		9/27/12	71570	115.00	115.00
42009	B M GENERAL HOSPITAL	8/21/12/M JOHSON/PHYS 8/21/12/ D LOWE/PHYS 8/23/12/D LOWE//PHYS 8/20/12/EMPHYJROCHESTER		9/27/12	71501	231.50 631.50 814.00 231.50	115.00

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
42010	BELL FIRE INC.	5/25/12AUST AMBUL,EXTING 5/25/12AUST YOUTH,EXTING 9/20/12LC CRT HSE,BATT		9/27/12 9/27/12 9/27/12	71501 71571 71571	231.50 112.00 32.00 85.64	3,838.00
42011	BLUE MOON PORTABLES	9/10/12/SERVIC GLF CRS 9/10/12/SERVIC LND FIL 9/10/2/AUST AIRPORT		9/27/12 9/27/12 9/27/12	71502 71502 71502	165.00 150.00 200.00	229.64
42012	BLUE TARP FINANCIAL, INC.	8/28/12DRINGFORGED,HINGE		9/27/12	71543	333.28	333.28
42013	BOB BARKER COMPANY, INC.	9/7/12/SHIRTS/SO 9/14/12/INMATECLOTHING		9/27/12 9/27/12	71552 71552	143.40 848.06	991.46
42014	BURNS FUNERAL HOME	9/18/12/C HARNEY		9/27/12	71589	525.00	525.00
42015	C&B OPERATIONS, LLC	8/25/12/ROLLER KIT/GLF CR		9/27/12	71503	204.80	204.80
42016	CASHMAN EQUIPMENT	8/31/12/BLADE#302,A R&B 8/31/12/ BLADE#303,A R&B 9/14/12/BLADE #302,A R&B 9/11/12/COMPACTOR,A R&B		9/27/12 9/27/12 9/27/12 9/27/12	71572 71572 71572 71572	169,100.70 155,340.11 386.11 47,635.00	372,461.92
42017	ART CASTELLANOS	9/19/12/REFUND JUV		9/27/12	71564	100.00	100.00
42018	CHASE CARD SERVICE	9/18/12 COMMCCASSETTAPES		9/27/12	71565	105.37	105.37
42019	ROBERTO CHAVIRA JR.	9/17/12/RMVTREES,PRUNING		9/27/12	71573	1,640.00	1,640.00
42020	CHARLES P. COCKERILL	9/1/12/PROTSERVIC		9/27/12	71574	450.00	450.00
42021	DAVID J. CORMANY	9/19/12/BECOWAME PO STRG 9/19/12/BECOWAME PO STRG		9/27/12 9/27/12	71575 71575	1,086.63 2.63	1,089.26
42022	COURSON EQUIPMENT CO. INC						

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
42023	DAKOTA DIESEL REPAIR	8/14/12/LAB REPRS AMBUL		9/27/12	71504	187.50	187.50
42024	ECOLAB	9/4/12/KIT SUPPLIES/SO 9/11/12/RENTAL, SO 9/19/12 CREDIT, SO		9/27/12	71553 71553 71553	956.66 97.54 114.93-	939.27
42025	EIKO DAILY FREE PRESS	9/10/12/ ADVNOTICEFORBID		9/27/12	71537	59.51	59.51
42026	GENE P ETCHEVERREY	9/24/12/AUST FIRE APPARAT		9/27/12	71576	99.90	99.90
42027	FARMER BROS COFFEE	9/12/12/COFFEE,SUPPLIES		9/27/12	71554	135.65	135.65
42028	FERGUSON ENTERPRISES INC	9/13/12/VAV WRCH,W&S 9/13/12/GRIPCOPLER,W&S		9/27/12	71577 71577	351.77 152.78	504.55
42029	FIRST ADVANTAGE OHS	8/31/2/DRGTEST,R&B 8/31/2/DRGTEST,		9/27/12	71578 71578	96.06 282.18	378.24
42030	FLEET PRIDE	8/29/12/IMPACT/R&B		9/27/12	71505	499.00	499.00
42031	HY T. FORGERON	8/21/12/JUV CASE/		9/27/12	71506	260.00	260.00
42032	GRAINGER	9/10/12/DIGITALMTR,TOOLS 9/11/12/ELETOOLS,WATER		9/27/12	71579 71579	275.57 346.62	622.19
42033	ROBIN D. GRAY	9/7/12 MOSQ CONTROL		9/27/12	71523	7,569.77	7,569.77
42034	RICHARD K HARLESS	BATTLE MTN AIRPORT		9/27/12	71507	6,083.33	6,083.33
42035	THEODORE C. HERRERA	PUBLIC DEFENDER		9/27/12	71508	3,541.50	3,541.50
42036	HIGH DESERT ENGINEERING	9/18/12/SURVEYTECH		9/27/12	71580	140.00	140.00
42037	HUMBOLDT COUNTY TREASURER	9/1/12-8/31/13/CRTRECD		9/27/12	71509	500.00	500.00
42038	IN THE SWIM	9/13/12/CHEMICALS,POOL		9/27/12	71581	222.92	222.92
42039	INLAND SUPPLY CO INC						

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
42040	INTERSTATE SAFETY& SUPPLY	9/13/12/SUPPLIES		9/27/12	71538	29.50	
		9/17/12/SUPPLIES,SO		9/27/12	71538	98.72	
		9/17/12/SUPPLIES,SO		9/27/12	71538	100.46	
		9/17/12/SUPPLIES,SO		9/27/12	71538	239.24	
						467.92	
42041	IRON MOUNTAIN	9/12/12/EARPLGS,A R&B		9/27/12	71582	107.48	
		8/31/12/ COM		9/27/12	71510	37.53	
		8/31/12/ DIST CRT		9/27/12	71510	37.53	
		8/31/12/ TREAS		9/27/12	71510	37.52	
		8/31/12/ CLERK		9/27/12	71510	151.62	
		8/31/12/ RECORDER		9/27/12	71510		301.73
42042	J-U-B ENGINEERS, INC.	9/12/12/BM APRON PROJ		9/27/12	71511	67,840.14	
		9/12/12/AUST ENVIROEVAL		9/27/12	71583	1,228.76	
		9/12/12/AUST GES 2012		9/27/12	71511	261.90	
		9/12/12/ BM GES 2012		9/27/12	71511	261.90	
		9/12/12/BM DBE PLANS		9/27/12	71511	530.86	
		9/12/12/ AUST IN DBE PLNS		9/27/12	71511	530.85	
						70,654.41	
42043	JOHN DAVIS TRUCKING, INC.	9/11/12/ROAD BASE		9/27/12	71551	350.00	
						350.00	
42044	KENT'S SUPPLY CENTER, INC	8/23/12/LUMBER,A R&B		9/27/12	71539	279.06	
						279.06	
42045	LANDER GUN CLUB	9/24/12/GUNSHUKARTORY		9/27/12	71569	5,457.48	
						5,457.48	
42046	LEXIS-NEXIS	8/31/12/RESEARCH/DA		9/27/12	71512	305.00	
						305.00	
42047	RURAL REGIONAL CENTER	9/12/12/TARGETCASES/		9/27/12	71541	59.17	
						59.17	
42048	MIDWAY MARKET	8/30/12/INNATE MEALS		9/27/12	71590	72.97	
		8/22/12/INNATE MEALS		9/27/12	71590	20.84	
		8/22/12/INNATE MEALS		9/27/12	71590	4.16	
		8/17/12/INNATE MEALS		9/27/12	71590	10.04	
		8/9/12/INNATE MEALS		9/27/12	71590	445.70	
		8/16/12 INNATE MEALS		9/27/12	71590	155.90	
		8/8/12/ INNATE MEALS		9/27/12	71590	9.80	
		8/02/12/INNATE MEALS		9/27/12	71590	83.69	
		8/2/12/INNATE MEALS		9/27/12	71590	15.89	
		8/23/12/INNATE MEALS		9/27/12	71590	119.46	
						930.13	
42049	MOORE MEDICAL LLC	8/31/12MEDS INNATES		9/27/12	71555	53.51	
		9/13/12 MEDICALITEMS,SO		9/27/12	71555	180.97	
						234.48	
42050	NACO	11/13/12 CONF NACO/REG		9/27/12	71513	250.00	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
42051	NEVADA STATE HEALTH DIV.	9/6/12/VACCINES,ALICIAMAS		9/27/12	71584	121.00	250.00
42052	NEWMAN TRAFFIC SIGNS	9/10/12/SIGNS,A R&B		9/27/12	71540	52.71	121.00
42053	NATIONAL MEDICAL SERV.INC	8/31/12/TOXIV BHOOPER		9/27/12	71591	105.00	52.71
42054	NORCO, INC.	8/24/12/OXY/BM AMBUL 8/31/12/DEMURR BM AMBUL 8/31/12/DEMURRAGE/R&B 9/11/12/FLAG,STRBLIGHT		9/27/12	71514 71514 71514 71562	117.50 279.00 18.60 81.14	105.00 496.24
42055	NORTHSTAR IMAGING, INC	8/21/12/M.JOHNSON,PHYS		9/27/12	71592	111.80	111.80
42056	NV STATE HEALTH DIVISION	9/1/12/FY13SEPT-DEC,2012		9/27/12	71599	15,204.00	15,204.00
42057	O.P.I.	9/6/12/COPPER/BM R&B		9/27/12	71515	8,867.90	8,867.90
42058	PAIR NETWORKS, INC.	9/2/12/DISK USAGE/ASSESSO		9/27/12	71516	56.00	56.00
42059	PERSONNEL EVALUATION, INC	8/31/12/ SERVICE/SO		9/27/12	71557	60.00	60.00
42060	SMS COMPUTING, INC.	9/17/12/LABOR/SUPE/ACC		9/27/12	71556	169.99	169.99
42061	PERS ADMINISTRATIVE FUND	9/19/12 SOVEIDA ROBINSON 9/19/12 CINDY BENSEN 9/19/12 ROGENE HILL		9/27/12	71563 71563 71563	85.00 85.00 85.00	255.00
42062	PHARMCHEM, INC.	8/31/12/DRG PATCHANALYSIS		9/27/12	71517	189.00	189.00
42063	PITNEY BOWES GLOBAL	9/13/12/RENTAL,CLERKS		9/27/12	71586	111.50	111.50
42064	POWERPLAN	8/30/12/SPLINEDCUP/R&B 8/30/12/ BOWL/R&B 8/30/12/WINDOWPANE		9/27/12	71519 71519 71519	105.53 64.26 187.52	357.31
42065	PRINT 'N COPY	9/12/12/ORTLYFSMA6204		9/27/12	71518	345.00	345.00
42066	ROBERT QUICK	10/22/12/MEALS,CONF,SO		9/27/12	71593	131.00	131.00

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
42067	GULL CORP	9/7/12/SUPPLIES, CLERK 8/30/12/ORGANIZER/RECORD 8/30/12/SHELF/REORDER 9/4/12/INK COMM 9/4/12/INK BLDG 9/4/12/INK/BLDG 9/4/12/INK FIN 9/4/12/NAMEPLATE/W&S 9/7/12/SUPPLIES, CLERK 9/10/12/SUPPLIES, SO 9/11/12SUPPLIES/SPLIT 9/11/12SUPPLIES/SPLIT 9/11/12SUPPLIES/SPLIT 9/11/12SUPPLIES/SPLIT 9/12/12/CALCULATOR/RECORD 9/18/12/CALENDARS, AJC		9/27/12 9/27/12 9/27/12 9/27/12 9/27/12 9/27/12 9/27/12 9/27/12 9/27/12 9/27/12 9/27/12 9/27/12 9/27/12 9/27/12 9/27/12	71520 71520 71520 71520 71520 71520 71520 71520 71520 71520 71520 71520 71520 71520 71520 71520	14.99- 3.86 46.79 110.69 221.38 444.56 81.89 26.99 14.99 352.19 21.47 21.47 21.47 21.47 21.47 96.69 131.92	1,602.84
42068	ALEX RANGEL	10/14/12/CONFMEALS, SO		9/27/12	71594	153.00	153.00
42069	RESEARCH AND CONSULTING	9/24/12/PROF SERV YUCCA		9/27/12	71587	8,197.98	8,197.98
42070	GUY ROCK	9/17/12/INSPECT, BLDG		9/27/12	71521	238.09	238.09
42071	S AND G ELECTRICAL MOTOR	9/6/12/HAMMERRELAY, WATER		9/27/12	71558	291.00	291.00
42072	WILLIAM E. SCHAEFFER	CONTRACT PYMNT		9/27/12	71522	1,125.00	1,125.00
42073	SHAW ENGINEERING	8/31/12 AUSTLONLHYWYPROJ 8/31/12/BM PAVINGPROJ 8/31/12/ACK PAVING 8/31/12/ARSENICPROJ WELL9 8/31/12/ENGINEERFEES W&S		9/27/12 9/27/12 9/27/12 9/27/12 9/27/12	71524 71524 71524 71524 71524	930.00 1,615.10 450.00 7,890.00 13,710.85	24,595.95
42074	SIERRA ENVIRONMENTAL	9/10/12/TESTECOLI/W 9/10/12/TESTECOLI/W		9/27/12 9/27/12	71559 71559	20.00 20.00	40.00
42075	DESMOND SKEATH	BUILDING MAINTENANCE PARKS CONTRACT PMT		9/27/12 9/27/12	71526 71526	400.00 1,191.50	1,591.50
42076	DESMOND SKEATH	AUSTIN LIBRARY		9/27/12	71525	350.00	350.00
42077	SNYDER MECHANICAL, INC	8/13/12/SERVIC ALL HVACS		9/27/12	71588	2,060.40	2,060.40
42078	ROBERT W. LAGE DBA	9/1/12/BATEST/		9/27/12	71527	173.00	173.00

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
42079	ARTHUR W. STRAIN	9/9/12/REVALOFROCK 9/18/12/5-COMPLETEGREENS		9/27/12 9/27/12	71567 71567	2,720.00 118,300.00	173.00
42080	ST OF NEVADA	9/18/12/2012CHEVYEQUNOX		9/27/12	71550	6.00	121,020.00
42081	ST OF NEVADA	9/4/12/WAN SERVICES/SO		9/27/12	71560	5.61	6.00
42082	ST OF NV DEPT OF PUBLIC	9/4/12/FNGR PRNTS 9/4/12/FNGR PRNTS		9/27/12 9/27/12	71528 71528	337.50 37.50	5.61
42083	ARACELI STEPHENS	10/22/12/MEALS CONF.SO		9/27/12	71595	131.00	375.00
42084	PAT MCCARTHY PROD. INC.	9/5/12/REG,RANGEL,SUNSERI		9/27/12	71598	598.00	131.00
42085	SUMMIT ENGINEERING CORP.	9/21/12/GISWEBHOSTING,		9/27/12	71597	920.00	598.00
42086	T & M LAWN CARE	PARKS MAINTENANCE		9/27/12	71529	7,550.88	920.00
42087	TAC-ONE CONSULTING	8/27/12/RESPONSEARANGEL		9/27/12	71530	225.00	7,550.88
42088	THOMAS PETROLEUM, LLC	8/31/12/DIESEL#2/A R&B		9/27/12	71544	25,581.19	225.00
42089	THOMSON WEST	8/31/12 LAW LIB AUG/DA		9/27/12	71566	1,227.00	25,581.19
42090	TIRE FACTORY	8/29/12/REPRS UNIT 5VFD 9/5/12/ TIRES,A R&B 9/8/12/ TIRES/TRBLZER 9/10/12 #CHEVY 9/13/12/SERVICE#29 9/14/12/PUMPER 2,VFD 9/21/12/SEVC UNIT3		9/27/12 9/27/12 9/27/12 9/27/12 9/27/12 9/27/12	71531 71531 71531 71531 71531 71531	1,010.90 803.60 1,101.92 104.80 79.90 578.14 80.34	1,227.00
42091	TYCO INTEGRATED SECURITY	9/8/12/ALRM VFD 9/8/12 LRN CTR		9/27/12 9/27/12	71532 71532	1,565.68 112.86	3,759.60
42092	USA BLUE BOOK	9/4/12 CURB BOX,DIPPERS 9/5/12/DATA LOGGER 9/5/12HYDRA ADPTR,PISTON 9/10/12/ADPTR,HEXKEY,W&S 9/11/12/GAUGES,W&S 9/13/12/HDYGAIVEALVES		9/27/12 9/27/12 9/27/12 9/27/12 9/27/12 9/27/12	71533 71533 71533 71533 71533 71533	208.34 496.47 185.18 350.21 266.52 1,001.29	1,678.54

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
42093	VIPER GLASS LLC	9/10/12/VISOR TK #9		9/27/12	71561	149.06	2,508.01
42094	WASHOE CTY DIST. ATTORNEY	9/7/12/FORENSIC ,SO		9/27/12	71600	275.00	149.06
42095	WEST COAST TURF	8/20/12/SOD GLF CRS 8/20/12/SOD GLF CRS 8/22/12/SOD GLF CRS 8/22/12/SOD GLF CRS 8/22/12/SOD GLF CRS 8/23/12/SOD GLF CRS 8/23/12/SOD GLF CRS 8/23/12/SOD GLF CRS		9/27/12 9/27/12 9/27/12 9/27/12 9/27/12 9/27/12 9/27/12 9/27/12	71534 71534 71534 71534 71534 71534 71534 71534	11,832.00 2,284.80 12,412.00 5,104.00 5,568.00 5,568.00 7,818.40 974.40	275.00
42096	WESTERN NEVADA SUPPLY CO	9/19/12/PVCPRIS, GLF CRS		9/27/12	71585	75.64	51,561.60
42097	WESTERN NEVADA TITLE CO.	8/20/12/REFUND/REMPRO, O		9/27/12	71542	10.00	75.64
42098	WINNEMUCCA PUB. CO., INC.	10/4/12/1 YR SUBSCRIPTION 9/5/12/ ADV BID, R&B 9/5/12/TANDEM/TRACTORADV 9/12/12 ADV BID, A R&B		9/27/12 9/27/12 9/27/12 9/27/12	71535 71535 71535 71535	27.00 104.63 108.35 100.90	10.00
42099	MESHELL YOUNG	10/22/12/MEALS CONF, SO		9/27/12	71596	131.00	340.88
CHECKS TOTAL						131.00	776,091.92

ROGENE HILL
Lander County Finance Director



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

DATE

Rene Bullock

9/27/12

Chairman

Steve Hume

9/27/12

Commissioner

Commissioner

Commissioner

Commissioner

9-27-12

9-27-12

LANDER COUNTY COMMISSION MEETING
September 27, 2012

APPROVE / DISAPPROVE
SUBMITTED EXPENDITURES IN THE AMOUNT OF \$ 776,091.92
From Check #42004 thru #42099

COUNTY OF LANDER
BULLOCK MECHANICAL

SCOTT D. BULLOCK

DATE	INVOICE	AMOUNT	REMARKS
09/01/12	1223	190.00	8/15/12/CONDENSER SR CTR
09/01/12	1231	150.00	8/28/12/SO SINKS

CHECK NO 41873 \$340.00 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 041873

94-7074
3212

PAY TO THE ORDER OF

SCOTT D. BULLOCK

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
09/13/12 **VOID**	41873 **VOID**	\$340.00 **VOID**

VOID**340DOLLARS AND00CENTS***

SCOTT D. BULLOCK
P.O. BOX 246

BULLOCK MECHANICAL

BATTLE MOUNTAIN

NV 89820

VOID
NON-NEGOTIABLE

20
B. H. Bullock

RECEIVED
SEP 06 2012
L.C. FINANCE

Thank you for your business.

Total

\$190.00

COUNTY OF LANDER

WELLS FARGO REMITTANCE CT

DATE	INVOICE	AMOUNT	REMARKS
09/12/12	HUGHES NET	59.99	SEPT, INTER NET A AMBUL
09/12/12	J C PENNYS	119.93	8/19/12/ SHIRTS 4 H CLUB
09/12/12	LESLIE CARMA/	200.70	8/9/12 TIES 4 H CLUB
09/12/12	ON STAR	18.95	8/2012, COMM SUB
09/12/12	8/29/12/GOV/TRE/TRNG	790.00	

CHECK NO 41990 \$1,189.57 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 041990

94-7074
3212

PAY TO THE ORDER OF

WELLS FARGO REMITTANCE CT

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
09/13/12 **VOID**	41990 **VOID**	\$1,189.57 **VOID**

VOID**1,189DOLLARS AND 57CENTS***

WELLS FARGO REMITTANCE CT
P.O. BOX 6415

CAROL STREAM IL 60197-6415

NON-NEGOTIABLE

APPROVED BY _____
NUMERICAL

[Signature]

Authorized Signature

[Signature]
[Signature]
[Signature]

COUNTY OF LANDER
ENGLISH MAILING SERVICE

LAWRENCE B. ENGLISH

DATE	INVOICE	AMOUNT	REMARKS
------	---------	--------	---------

09/12/12	POSTAGE 2012, GENERAL	430.00	9/8/12/SAMPBALLOTS
----------	-----------------------	--------	--------------------

CHECK NO 41979 \$430.00 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 041979

94-7074
3212

VOID IF NOT CASHED
WITHIN 90 DAYS

PAY TO THE ORDER OF

LAWRENCE B. ENGLISH

DATE	CHECK NO.	AMOUNT
09/13/12 **VOID**	41979 **VOID**	\$430.00 **VOID**

VOID**430DOLLARS AND00CENTS***

LAWRENCE B. ENGLISH
3618 GREEN ACRES DRIVE

ENGLISH MAILING SERVICE

CARSON CITY

NV 89705

VOID
NON-NEGOTIABLE

RECEIVED
SEP 12 2012
L.C. FINANCE

Blair Bullock
St. Sh...
Bi...
David R. Mason
Ray H. Mullins

COUNTY OF LANDER

DEAN BULLOCK

DATE	INVOICE	AMOUNT	REMARKS
09/06/12	REIMB MILEAGE466X.55	258.63	8/27/12/ NDOTCARSON

CHECK NO 41874 \$258.63 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 041874

94-7074
3212

VOID IF NOT CASHED
WITHIN 90 DAYS

PAY TO THE ORDER OF

DEAN BULLOCK

DATE	CHECK NO.	AMOUNT
09/13/12 **VOID**	41874 **VOID**	\$258.63 **VOID**

VOID**258DOLLARS AND63CENTS***

DEAN BULLOCK
380 ELQUIST DR.

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

- ☐ Please make a check payable to the Individual Requesting Travel Authorization in the amount of: \$_____ as an advance of travel costs. A Travel Expense Report will be filed within five (5) working days following completion of the trip.
- ☐ Please make a check payable to _____ in the amount of \$_____ in payment of registration for the conference or meeting. A Travel Expense Report will be filed within five (5) working days following completion of the trip.

Authorization:

I approve the above request and authorize charges to the budget I administer as indicated above:

Dean Bullock Commissioner 9/10/5/12
Authorized Signature Title Date

RECEIVED

SEP 05 2012

L.C. FINANCE

David R. Mason

Ray H. Mullins

DATE	INVOICE	AMOUNT	REMARKS
09/01/12	80712C	12.75	8/7/12/CAR WASH

CHECK NO 41862 \$12.75 **

COUNTY OF LANDER

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

No. 041862

94-7074
3212VOID IF NOT CASHED
WITHIN 90 DAYS

PAY TO THE ORDER OF

ATLAS TOWING & RECOVERY

DATE	CHECK NO.	AMOUNT
09/13/12	41862	\$12.75
VOID	**VOID**	**VOID**

VOID**12DOLLARS AND75CENTS***

ATLAS TOWING & RECOVERY
P.O. BOX 595

BRIAN GARNER

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

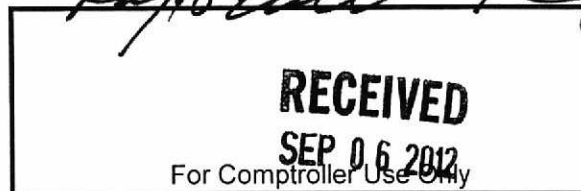
COUNTY COMMISSION APPROVAL

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

Jandi Smith
Authorized Signature

9-6-12
Date

Dean Bullock
Chairman
Steve Hunt
Bud
David R. Mason
Ray



L.C. FINANCE

COUNTY OF LANDER

DAVID R. MASON

DATE	INVOICE	AMOUNT	REMARKS
09/01/12	REIMB TRVL 108X.555	59.94	9/6/12/ TRVL WINN

CHECK NO 41912 \$59.94 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 041912

94-7074
3212

VOID IF NOT CASHED
WITHIN 90 DAYS

PAY TO THE ORDER OF

DAVID R. MASON

DATE	CHECK NO.	AMOUNT
09/13/12 ***VOID**	41912 ***VOID**	\$59.94 ***VOID**

VOID**59DOLLARS AND94CENTS***

DAVID R. MASON
P.O. BOX 564

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

Advance Form		(\$ <u>N/A</u>)
Amount due to or (from) Traveler (Please attach a check payable to Lander County in the amount advanced exceeds the amount of actual expenses)		\$ <u>N/A</u>

The amount due to or (from) Traveler should be charged or (credited) to the following account number: N/A

Authorization: 201-001-53940

I have reviewed this Travel Expense Report and authorize the amount due to or (from) traveler to be charged or (credited) against the budget that I administer as indicated above:

David R Mason, Commissioner 9/07/12
Authorized Signature Title Date

Ben Bullock David R Mason
Ray H. Underhill

RECEIVED
SEP 10 2012
L.C. FINANCE

COUNTY OF LANDER

ANNA DAY

DATE	INVOICE	AMOUNT	REMARKS
09/17/12	REIMB K 9 TRVL EXPEN	1,587.78	9/18/12 TRVL TRNGW/K9

CHECK NO 41998 \$1,587.78 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 041998

94-7074
3212

VOID IF NOT CASHED
WITHIN 90 DAYS

PAY TO THE ORDER OF

ANNA DAY

DATE	CHECK NO.	AMOUNT
09/18/12 **VOID**	41998 **VOID**	\$1,587.78 **VOID**

VOID**1,587DOLLARS AND78CENTS***

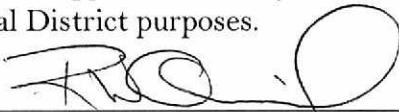
ANNA DAY
P O BOX 1625

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

TOTAL **\$1,587.78**

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.

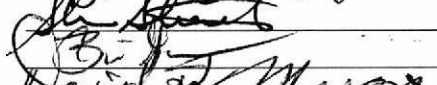


Authorized Signature

09/18/2012

Date

COUNTY COMMISSION APPROVAL


Chairman


RECEIVED
SEP 18 2012
For Comptroller only **L.C. FINANCE**

COUNTY OF LANDER

BUSINESS CARD

DATE	INVOICE	AMOUNT	REMARKS
09/12/12	CREDIT	198.79-	
09/12/12	C2C	559.36	8/7/12/CABLE, PLTS
09/12/12	FED EX	78.85	7/19/12 CORONER
09/12/12	HOME DEPOT	71.29	7/27/12/ELECT SUPP/
09/12/12	PROJECT DISCOUNT	288.00	8/6/12/SCREEN BRCKTS
09/12/12	PROSPECTOR HOTEL	66.60	7/25/12/TRNG QUICK
09/12/12	SHELL	79.93	7/26/12/FUEL UNGER
09/12/12	WAL MART	414.17	8/4/12/EZ EYES/SPLIT
09/12/12	WALLMART	241.20	8/4/12/EZ EYES /SPLIT
09/12/12	WESTIN HOTELS	462.84	8/13/12/ TRNG QUICK

CHECK NO 41976 \$2,063.45 **

COUNTY OF LANDER

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

PAY TO THE ORDER OF

BUSINESS CARD

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 041976

94-7074
3212

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
09/13/12	41976	\$2,063.45
VOID	**VOID**	**VOID**

VOID**2,063DOLLARS AND45CENTS***

BUSINESS CARD
P.O. BOX 15796

WILMINGTON

DE 19886-5796

NON-NEGOTIABLE

TOTAL **\$2,063.45**

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

Authorized Signature

Date

COUNTY COMMISSION APPROVAL

Chairman

RECEIVED
SEP 10 2012

For Comptroller Use Only

L.C. FINANCE

LANDER COUNTY VOUCHER

Pay To: Bank Card Services
Address: P.O. Box 53155
Phoenix, AZ

Account # 4024490000012515

Vender #: 624
PO #: N/A
Fund# 001
Dept Name: Lander Co. Sheriff's Office

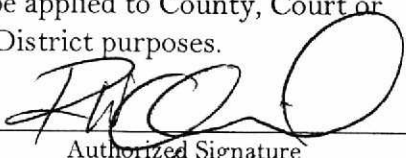
DEPT#	012	EXPENSE ACCT#	53920
Invoice #	Invoice Description		Amount
	See Attached		\$2,063.45

DEPT#		EXPENSE ACCT#	
Invoice #	Invoice Description		Amount

DEPT#		EXPENSE ACCT#	
Invoice #	Invoice Description		Amount

TOTAL **\$2,063.45**

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


Authorized Signature

08/07/2012
Date

COUNTY COMMISSION APPROVAL

Chairman

RECEIVED
SEP 10 2012
For Comptroller Use Only
L.C. FINANCE

Bank Card Services

P.O. Box 15731

Wilmington, DE 19886

Voucher

Admin.	Description	Vender	Date	Total	Misc. Info
012-53170	Coroner	Fedex	19-Jul	78.85	Re. Case#1206-0007
012-53360	Gas/Oil				
012-53560	Maint				
012-53560	Maint				
012-53560	Maint				
012-53880	Vehicle Maint				
012-53920	Service/Supply	Walmart	27-Jul	\$ 172.97	R. Quick
012-53920	Service/Supply	C2G	7-Aug	\$516.28	R. Quick
012-53920	Service/Supply	C2G	8-Aug	\$43.08	R. Quick
012-53920	Service/Supply	Project Discount	6-Aug	\$288.00	R. Quick
012-53940	Travel/Training	Walmart (Split)	4-Aug	\$241.20	R Quick
012-53940	Travel/Training	Shell	26-Jul	\$79.93	R. Unger
012-53940	Travel/Training	Prospector Hotel	25-Jul	\$66.60	R Quick
012-53940	Travel/Training	Westin Hotels	13-Aug	\$462.84	R Quick
012-53641	Search & Rescue				
Detentions	Description				
013-53700	Meals				
013-53920	Service/Supply				
013-53920	Service/Supply				
013-53920	Service/Supply				
013-53920	Service/Supply				
013-53560	Building Maint	Home Depot	27-Jul	\$71.29	R. Quick
013-53560	Building Maint				
A/C	Description				
014-53920	Service/Supply				
014-53940	Travel/Training	Walmart (Split)	4-Aug	\$241.20	R Quick
014-53880	Repair/Maint				
009-53560	Building Maint				
Credits				(\$198.79)	
County's Portion				\$2,063.45	
Credits	Description	Check#	Mailed		
Inmate Welfare	Amazon				
Inmate Welfare	Father Source				
Inmate Welfare	Netflix.com			\$17.13	
Inmate Welfare	Walmart				
Statement Balance				\$2,080.58	

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

County, Court or Special District Purposes

[Signature] 09/07/2012
Authorized Signature

COUNTY COMMISSION APPROVAL

**LANDER COUNTY SHERIFF'S OFFICE
INMATE WELFARE FUND**

P.O. BOX 1625
BATTLE MOUNTAIN, NEVADA 89820
775-635-1100

WELLS FARGO BANK NEVADA, N.A.
3800 HOWARD HUGHES PARKWAY
LAS VEGAS, NEVADA 89109

90-7074/3212

2346

9/7/2012

PAY
TO THE
ORDER OF

Bank Card Services

\$ **17.13

Seventeen and 13/100***** DOLLARS

Bank Card Services
P.O. Box 15731
Wilmington DE 19886-5731

VOID AFTER 60 DAYS

MEMO

Netflix.Com

AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED, DETAILS ON BACK

⑈002346⑈ ⑆321270742⑆ 0670872142⑈

LANDER COUNTY SHERIFF'S OFFICE / INMATE WELFARE FUND

Bank Card Services

Netflix.Com

9/7/2012

2346

17.13

Inmate Welfare Check Netflix.Com

17.13

LANDER COUNTY SHERIFF'S OFFICE / INMATE WELFARE FUND

Bank Card Services

Netflix.Com

9/7/2012

2346

17.13

Inmate Welfare Check Netflix.Com

17.13



LANDER CNTY SHERIFF DEP
4024 4900 0001 2515
July 25, 2012 - August 24, 2012

Business Card

Company Statement

Account Information:
www.bankofamerica.com

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

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

Customer Service:
1.800.673.1044, 24 Hours

TTY Hearing Impaired:
1.888.500.6267, 24 Hours

Outside the U.S.:
1.509.353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total \$2,080.58
Minimum Payment Due **\$20.81**
Payment Due Date **09/20/12**

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a fee based on the outstanding balance:
\$19.00 for balance less than \$100.01
\$29.00 for balance less than \$1,000.01
\$39.00 for balance less than \$5,000.01
\$49.00 for balance greater than \$5,000.01

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

Account Summary

Previous Balance \$2,242.06
Payments and Other Credits -\$2,440.85
Balance Transfer Activity \$0.00
Cash Advance Activity \$0.00
Purchases and Other Charges \$2,279.37
Fees Charged **\$0.00**
Finance Charge **\$0.00**

New Balance Total \$2,080.58
Credit Limit \$15,000
Credit Available \$12,919.42
Statement Closing Date 08/24/12
Days in Billing Cycle 31

Important Changes to Your Account Terms

OVERDRAFT PROTECTION

What You Should Know:

If your checking account was opened in Idaho or Washington and is linked to this credit card for Overdraft Protection, we'll now transfer money in \$100 increments (previously \$25).

Overdraft Protection is an optional service that you can cancel at any time.

Amendment to Your Business Card Agreement:

Effective August 18, 2012, the Overdraft Protection section of your Agreement is amended by deleting the phrase "\$25 if you opened your checking account in Washington or Idaho".

Cardholder Activity Summary

Account Number	Credit Limit	Total Activity	Payments and Other Credits	Balance Transfer Activity	Cash Advance Activity	Purchases and Other Charges	Fees Charged
QUICK, ROBERT W							
4339 9320 2466 2411							
15,000		2,053.99	0.00	0.00	0.00	2,053.99	0.00
UNGER, RON							
4003 9000 0008 6082							
15,000		225.38	0.00	0.00	0.00	225.38	0.00

Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
LANDER CNTY SHERIFF DEP				
Account Number: 2515				
Payments and Other Credits				
08/08	08/07	PAYMENT RECEIVED -- THANK YOU	22074405350000500533452	- 17.13
08/13	08/11	PAYMENT RECEIVED -- THANK YOU	22474405350000500355779	- 2,423.72
TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD				- \$2,440.85
QUICK, ROBERT W				
Account Number: 2411				
Purchases and Other Charges				
07/30	07/27	THE HOME DEPOT #3320 ELKO NV	24610432210010179383064	71.29
07/30	07/27	WM SUPERCENTER#2402 ELKO NV	24226382210360247302924	172.97
08/03	08/02	NETFLIX.COM NETFLIX.COM CA	24692162215000714773878	17.13
08/06	08/04	PROJECTOR DISCOUNT STO 888-219-4345 AZ	24692162217000178628814	288.00
08/06	08/04	WM SUPERCENTER#2617 WINNEMUCCA NV	24226382217360433222970	482.40
08/07	08/06	C2G 800-287-2843 OH	24761972219074911011873	516.28
08/08	08/07	C2G 800-287-2843 OH	24761972220074917014589	43.08
08/20	08/16	WESTIN BUCKHEAD HOTEL ATLANTA GA	24755422230172300397371	462.84
TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD				\$2,053.99
UNGER, RON				
Account Number: 6082				
Purchases and Other Charges				
07/27	07/25	PROSPECTOR HOTEL ELY NV	24013392208001546889134	66.60
07/30	07/26	SHELL OIL 57444694905 ELY NV	24316052209548632019870	79.93
07/30	07/29	FEDEX 876404792816 800-4633339 TN	24164072211741038359258	78.85
TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD				\$225.38

Finance Charge Calculation

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

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

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



September 7, 2012

KATHY ANCHO
LANDER COUNTY SHERIFFS OFFICE
PO BOX 1625
BATTLE MOUNTAIN, NV 89820

Dear Kathy Ancho :

We received your request. Thank you for contacting FedEx.
The cost for the shipment you have inquired about is listed below.

This price is only for the transportation costs. International shipments may have additional duty and/or tax charges invoiced separately. To estimate the duty and tax charges for international shipments, please go to our website:

<http://www.fedex.com/us/>

Airbill Nbr	Payment
876404792816	\$78.85

We hope this information is helpful. Thank you for choosing FedEx.

Sincerely,

Fedex Billing Department
Fax: 1-800-548-3020

RE
CASE#
1206-0007

ELY
SHELL
1690 S GREAT BASIN BLVD
ELY NV 89301
57444694905

07/26/2012 1:24:26 PM
Register: 2 Trans #: 1606 Op ID: 1124
Your cashier: Sophia

DIESEL CA PUMP# 8
21.320 GAL @ \$ 3.749/GAL \$79.93 99
Subtotal = \$79.93
Tax = \$0.00
Total = \$79.93
Change Due = \$0.00
Credit \$79.93

XXXX XXXX XXXX 6082, VISA

INVOICE: 107433

AUTH 03278G

Buyer agrees to pay the total, according
To the agreement with the card issuer

THANK YOU
COME AGAIN

PROSPECTOR HOTEL
1501 E AULTMAN ST
ELY, NV 89301
775-289-8900

S-A-L-E-S D-R-A-F-T
BATCH: 288 000000369376

REF: 3826
FOLIO 137
CD TYPE: VISA
TR TYPE: CARD DEPOS
DATE: JUL 25, 12 16:52:41

TOTL \$66.60

ACCT: 6082 EXP: **/**
AP: 072666
NAME: RON UNGER

CARDMEMBER ACKNOWLEDGES RECEIPT OF GOODS
AND/OR SERVICES IN THE AMOUNT OF THE
TOTAL SHOWN HEREON AND AGREES TO PERFORM
THE OBLIGATIONS SET FORTH BY THE
CARDMEMBER'S AGREEMENT WITH THE ISSUER

THANKS FOR USING VISA

X -----
CUSTOMER COPY

PROSPECTOR HOTEL & GAMBLING HALL - ELY
1501 E. AULTMAN ST.
ELY, NV 89301
(775)289-8900
prospector@mwpower.net
Printed: 7/25/2012 - 4:53pm

137

RON UNGER Guest #133336
P O BOX 1625
BATTLE MOUNTAIN NV 89820

Room: 137 2 QN NS FM PET
Daily Rate: 60.00 + Tax
Check-in: 07/25/12 4:53pm Out: 07/26/12 Nights: 1 Guests: 1/0

CHARGES						PAYMENT				
Date	Room	Phone	Misc.	Tax	Total	Credit	Cash	Bill	Total	Balance
7/25/12	60.00	0.00	0.00	6.60	66.60	66.60	0.00	0.00	66.60	0.00

AMOUNT TENDERED : \$66.60 Visa/MC
TOTAL: \$66.60
CHANGE : \$0.00

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

Guest Signature: _____

NUMBER OF KEYS: _____ There will be a fee of \$5.00 per room for issued keys not returned.

THERE WILL BE A \$50.00 CHARGE IF THE TELEVISION REMOTE IS NOT IN THE ROOM UPON CHECK OUT.

THE PROSPECTOR HOTEL & GAMBLING HALL THRIVES TO HAVE SMOKE FREE ROOMS. EVIDENCE OF SMOKING IN OUR ROOMS WILL RESULT IN A ROOM DAMAGE/CLEANING FEE OF \$100.00. NO EXCEPTIONS.

PET OWNERS WHO DO NOT DECLARE PETS UPON CHECK IN WILL BE CHARGED A \$100.00 FEE.

MANAGEMENT ASSUMES NO RESPONSIBILITY FOR ACCIDENTS, INJURIES, THEFT OR LOSS DUE TO ANY CAUSE.

THANK YOU FOR CHOOSING THE PROSPECTOR HOTEL AND GAMBLING HALL. PLEASE COME AGAIN.

BY INITIALING YOU AGREE TO THE ABOVE STATEMENTS.

GUEST INTIALS: _____

013 maint



More saving.
More doing.™

2955 MOUNTAIN CITY HWY
STORE MGR: MIKE MUELTEIN 775-738-044

3320 00059 83135 07/27/12 05:10
CASHIER SELF CHECK OUT - SC0159

058060827273 4PK TOGGLE <A>
DRILLER TOGGLE 1/4"X3"-4 PK
208.91 17.8
008359100983 DT15AER6CH <A>
1.5 GPM FAUCET AERATOR 6PK
17.3
021200471025 MOUNT TAPE <A>
MOUNTING TAPE .75"X350"
9.9
820909960119 SPRG CLAMPS <A>
22PC SPRING CLAMPS SET
8.9
764661193166 QT CRK FLR <A>
SAKRETE 3LB 10T CONCRETE CRACK FILL
17.1
208.57

SUBTOTAL 71.21
SALES TAX 0.04
TAX EXEMPT TOTAL \$71.21

XXXXXXXXXXXX2411 VISA
AUTH CODE 000606/1591475
P.O.#/JOB NAME: 013 MAINTENANCE



3320 59 83135 07/27/2012 6056

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES
A 1 30 10/25/2012

12-53920

Walmart
Save money. Live better.

(775) 778 - 6778
MANAGER LEON WHITE
2944 MOUNTAIN CITY HWY
ELKO NV 89801

ST# 2402 OP# 0006448 TE# 68 TR# 03864
DRSHR SHEAR 007848409441 14.97 0
PRODUCT SERIAL # ME18122235982
22 LED HDTV 005381824560 158.00 0

SUBTOTAL 172.97
TOTAL 172.97
VISA TEND 172.97

ACCOUNT # **** * 2411 S
APPROVAL # 099206
REF # 00
TRANS ID - 0282210104084450
VALIDATION - P3S2
PAYMENT SERVICE - E
TERMINAL # MX233986

07/27/12 19:53:36

CHANGE DUE 0.00

ITEMS SOLD 2

TC# 3705 4361 2596 5541 0255 7



"Like" Walmart on Facebook
www.facebook.com/Walmart
07/27/12 19:53:36

CUSTOMER COPY



formerly Cables To Go

Call Us: 1-800-506-9607

Return to the home page
Need help? Click here for Live Chat!

Address ••• Payment ••• Order Complete

Your order has been placed. Thank you for choosing C2G!

Please print this receipt for your records. We'll soon send an email confirming receipt of your order.

Once your order ships, we'll send an email with package tracking numbers so you can track your shipment en route.

Please add web_orders@c2g.com to your email address book or contact list to ensure you receive these emails.

Order Number: QR1007671

Billing Address

Robert Quick

Lander County Sheriff's Office

PO Box 1625

Battle Mountain, NV 89820

Phone: 775-635-1100

Shipping Address

Robert Quick

Lander County Sheriff's Office

2 State Route 305

Battle Mountain, NV 89820

Phone: 7756351100

Payment Information

Card Type: Visa

Card Number: xxxx-xxxx-xxxx-2411

Exp Date: 2/2014

PO Number: 2237



Shipping Method

Shipping Carrier: UPS

Shipping Method: Ground

UPS Account #:

Shipping Amount: N/A

Partial Shipment: Partial shipment requested

Item	Description	Stock	Quantity	Price	Subtotal
41040	Decorative HDMI, HD15 VGA, RCA Audio/Video, and 3.5mm Wall Plate - Brushed Aluminum	In Stock	4	\$41.97	\$167.88
40488	Single Gang 1in Grommet Wall Plate - Brushed Aluminum	In Stock	4	\$10.17	\$40.68
40489	Single Gang 1.5in Grommet Wall Plate - Brushed Aluminum	Out of Stock Expected 08/07/12	4	\$10.77	\$43.08
40546	Double Gang 1.5in Grommet Wall Plate - Brushed Aluminum	In Stock	4	\$10.77	\$43.08

	40957 6ft Value Series™ RCA Component Video Cable	In Stock	5	\$0.93	\$4.65
	52132 25ft HD15 UXGA + 3.5mm Stereo Audio M/M Monitor Cable	In Stock	3	\$34.25	\$102.75
	52128 10ft HD15 UXGA + 3.5mm Stereo Audio M/M Monitor Cable	In Stock	3	\$20.74	\$62.22
	40483 Single Gang HD15 VGA + 3.5mm + Composite Video + Stereo Audio Wall Plate - Black	In Stock	4	\$15.00	\$60.00
				Subtotal:	\$559.36
				Shipping:	\$0.00
				Total:	\$559.36

Note: Stock status is approximate and subject to change without notification. Please call us at 1-800-506-9607 for more details or specific product availability.

To view the status on all your current orders, click [here](#).
If you need a RoHS Declaration of Compliance letter for your order, click [here](#).

Print Friendly



Powered by VeriSign

Need Help: Live Chat, call 1.800.506.9607, or email customer-service@c2g.com.

Billing Address: This must match your credit card address. We never charge your card until your order ships.

Privacy: According to our [Privacy Policy](#), we never share your personal information without your permission.



TESTED 05-AUG



formerly Cables To Go

Distribution Center 1000
3599 Dayton Park Drive
Dayton, Ohio 45414

Delivery Note



0082204357

Date: 08/06/2012
Time: 18:19:36
Page: 1 of 2

SOLD TO: 10007534

It Just Computes
550 East 6th St
Batte Mtn NV 89820

SHIP TO: 300000000

Lander County Sheriff's Office
Robert Quick
2 State Route 305
BATTLE MOUNTAIN NV 89820

Information

Number/Date: 82204357 - 08/06/2012
Order Number/Date: 1971833 - 08/06/2012
Customer PO/Date: 2237 - 08/06/2012
Sales Rep: SG CCTR TRG Team
Incoterms: Prepay and Add
Shipping Cond.: UPS GROUND
Shipping Point: Shipping Point 1020
Box CT: 1
Weight: 25.900

Item	Material Description	Bin Location	Storage Location	Quantity Ordered	Quantity Delivered	Quantity Backordered	Unit
0010	41040 HDMI+VGA+3.5mm+3RCA SG Wall Plate		1100	4	4	0	EA
0020	40488 WP SGL ALUM 1" GROMMET		1100	4	4	0	EA
0030	40546 WP DBL ALUM 1 1/2" GROMMET		1100	2	2	0	EA
0040	03784 SINGLE GANG WALLPLATE MOUNTING BRACKET		1100	10	10	0	EA
0050	03785 DOUBLE GANG WALLPLATE MOUNTING BRACKET		1100	10	10	0	EA
0060	40116 25ft CMG A/V M/M Cable		1100	4	4	0	EA

02/08/2010 - Material has a 2k meter minimum order qty. - KMH



formerly Cables To Go

Distribution Center 1000
3599 Dayton Park Drive
Dayton, Ohio 45414

Delivery Note



0082204357

Date: 08/06/2012
Time: 18:19:36
Page: 2 of 2

SOLD TO: 10007534

It Just Computes
550 East 6th St
Batte Mtn NV 89820

SHIP TO: 300000000

Lander County Sheriff's Office
Robert Quick
2 State Route 305
BATTLE MOUNTAIN NV 89820

Information

Number/Date: 82204357 - 08/06/2012
Order Number/Date: 1971833 - 08/06/2012
Customer PO/Date: 2237 - 08/06/2012
Sales Rep: SG CCTR TRG Team
Incoterms: Prepay and Add
Shipping Cond.: UPS GROUND
Shipping Point: Shipping Point 1020
Box CT: 1
Weight: 25.900

Item	Material Description	Bin Location	Storage Location	Quantity Ordered	Quantity Delivered	Quantity Backordered	Unit
0080	52132 25ft HD15+3.5MM UXGA MONITOR CABLE		1100	3	3	0	EA
0090	52128 10ft HD15+3.5MM UXGA MONITOR CABLE		1100	3	3	0	EA
0100	40483 WP SGL STL BLK HD-15,3,5,AV		1100	4	4	0	EA

[Print Receipt](#)**Merchant PROJECTOR DISCOUNT STORE**20446 North 30th Drive
Phoenix, AZ 85027
US

(888)219-4345

Order Information**Description:**6 Optional Elite Manual Electric Screen Brackets (White) (qty: 1) + Elite Electric
Screen 60 x 80 IR Remote Wall Switch (qty: 1)**Order Number:**

P.O. Number: Aug-03-2012 04:26:07

Customer ID:

Invoice Number: 2856-1qKhTu

Billing InformationRobert Quick
Lander County Sheriff's Office
PO Box 1625
Battle Mountain, Nevada 89820
United States**Shipping Information**Robert Quick
2 State Route 305
Battle Mountain, Nevada 89820
United States

Visa XXXX2411

Date/Time:

03-Aug-2012 15:26:08

Transaction ID:

4552613509

Transaction Status:

Settled Successfully

Authorization Code:

08343G

Payment Method:

Visa XXXX2411

Shipping: 0.00

Tax: 0.00

Total: USD 288.00

WESTIN BUCKHEAD ATLANTA
3391 Peachtree Road NE
Atlanta, GA 30326
404-365-0065 / 404-365-8787
<http://www.starwood.com/>

WESTIN®

HOTELS & RESORTS

Mr Quick, Robert
Po Box 1625
Battle Mountain, NV 89820

Page Number 1
Guest Number 648044
Folio ID A

Invoice Nbr 1000034737
Arrive Date 08-13-2012
Depart Date 08-16-2012

No. Of Guest 1
Room Number 1606
Time 08-17-2012 03:50

Duplicate Invoice

Date	Reference	Description	Charges	Credits
08-13-2012	RT1606	Room Charge	\$133.00	
08-13-2012	RT1606	State Tax	\$10.64	
08-13-2012	RT1606	Occupancy/Tourism Tax	\$10.64	
08-14-2012	RT1606	Room Charge	\$133.00	
08-14-2012	RT1606	State Tax	\$10.64	
08-14-2012	RT1606	Occupancy/Tourism Tax	\$10.64	
08-15-2012	RT1606	Room Charge	\$133.00	
08-15-2012	RT1606	State Tax	\$10.64	
08-15-2012	RT1606	Occupancy/Tourism Tax	\$10.64	
08-16-2012	VI	Visa		
		** Total	\$462.84	\$-462.84
		** Balance	\$-0.00	

For your convenience, we have prepared this zero-balance folio indicating a \$0 balance on your account. Please be advised that any charges not reflected on this folio will be charged to the credit card on file with the hotel. While this folio reflects a \$0 balance, your credit card may not be charged until after your departure. You are ultimately responsible for paying all of your folio charges in full. For billing questions, please contact us: Westin.com/buckhead

Was your stay quietly energizing? If you have any feedback you would like to share, please email me at Michael.Falkenstein@Westin.com

001-012-53940 1/2
 Walmart
 Save money. Live better.

(775) 625 - 3777
 MANAGER JEREMIAH ZAPATA
 3010 POTATO RD

WINNEMUCCA NV 89445

ST# 2617	OP# 00003909	TE# 67	TR# 00063
EZ EYES	074027500897		14.88 0
EZ EYES	074027500897		14.88 0
EZ EYES	074027500897		14.88 0
EZ EYES	074027500897		14.88 0
160WMPRIVTR	064953250145		43.94 0
4GB MINI 2PK	075149252430		11.97 0
MLA116 GRY	008585422315		39.97 0
PRODUCT SERIAL #			
LUSG3020682505BB43400			
ACA0722NTBK	088654139323		268.00 0
2YR SVC PLAN	060538833301		59.00 0
SUBTOTAL			482.40
TOTAL			482.40
VISA TEND			482.40

ACCOUNT # ***** 2411 S
 APPROVAL # 031526
 REF # 221700747110
 TRANS ID - 282217708639784
 VALIDATION - 9HS7
 PAYMENT SERVICE - E
 TERMINAL # 16001687

08/04/12 12:41:08

CHANGE DUE 0.00

ITEMS SOLD 9

TC# 7945 2363 1516 4513 7455 6



"Like" Walmart on Facebook
 www.facebook.com/Walmart
 08/04/12 12:41:08

CUSTOMER COPY

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			
August /2012	Onstar Subscription/Commissioners	001-001	53920	\$ 18.95
09/03/12	Hughes Net	001-016-	53920	\$ 59.99
08/09/12	Leslie Carma / lander 4-H Club	005-000	53050	\$ 200.70
8/19/2012	JC Pennys/ lander 4H Club	005-000	53050	\$ 119.93
8/29/12/	Government Finance Office/trng /Grace/ Treas	001-003-	53940	\$ 790.00
TOTAL				\$ 1,189.57

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.

COUNTY COMMISSION APPROVAL

Chairman

Authorized Signature



Prepared For	ROGENE HILL
Account Number	5569 1900 0062 6458
Statement Closing Date	09/05/12
Credit Line	\$5,000
Available Credit	\$3,569

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	\$315.87
- Credits	\$522.00
- Payments	\$315.87
+ Purchases & Other Charges	\$1,711.57
+ Cash Advances	\$0.00
+ FINANCE CHARGE	\$0.00
= New Balance	\$1,189.57

Payment Information

New Balance	\$1,189.57
Current Payment Due	\$500.00
Current Payment Due Date	10/01/12

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	30					

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
08/15	08/15	8556939KM0A91PQMH	BRANCH PAYMENT CHECK REF# DZE883P33S TOTAL 5569190000626458 \$315.87-	315.87	
08/08	08/08	5543286KD00HAALL4	ONSTAR 888-4ONSTAR MI		18.95/
08/09	08/09	5542950KERPAEP9MR	LESLIECARMA 8884669433 CA		200.70/
08/16	08/16	5531020KNR75Y8F60	JCPENNEY.COM 08002210827 NV		62.36/
08/19	08/19	5531020KSR768F3XJ	JCPENNEY.COM 08002210827 NV		57.57/
08/28	08/28	5550037L28B8EQR09	GOVERNMENT FINANCE OFF 03129779700 IL		522.00/
08/29	08/29	5550037L38B8EFTDY	GOVERNMENT FINANCE OFF 03129779700 IL		790.00/
08/29	08/29	5550037L38B8EFTKL	GOVERNMENT FINANCE OFF 03129779700 IL	522.00	
09/03	09/03	5543286L700RW7753	HNS*HUGHESNET.COM 866-347-3292 MD LANDER COUNTY		59.99/
			TOTAL 5569195000543306 \$1,189.57		

RECEIVED

SEP 10 2012

L.C. FINANCE

See reverse side for important information.



SUB ACCOUNT MEMO STATEMENT

Prepared For	LANDER COUNTY
Sub Account Number	5569 1950 0054 3306
Statement Closing Date	09/05/12
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	\$1,711.57
+ Cash Advances	\$0.00
- Credits	\$522.00
Statement Total	\$1,189.57

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
08/08	08/09	5543286KD00HAALL4	ONSTAR 888-4ONSTAR MI		18.95
08/09	08/10	5542950KERPAEP9MR	LESLIECARMA 8884669433 CA		200.70
08/16	08/19	5531020KNR75Y8F60	JCPENNEY.COM 08002210827 NV		62.36
08/19	08/22	5531020KSR768F3XJ	JCPENNEY.COM 08002210827 NV		57.57
08/28	08/30	5550037L28B8EQR09	GOVERNMENT FINANCE OFF 03129779700 IL		522.00
08/29	08/31	5550037L38B8EFTDY	GOVERNMENT FINANCE OFF 03129779700 IL		790.00
08/29	08/31	5550037L38B8EFTKL	GOVERNMENT FINANCE OFF 03129779700 IL	522.00	
09/03	09/04	5543286L700RW7753	HNS*HUGHESNET.COM 866-347-3292 MD		59.99
09/05	09/05	000000000000COMPC	TOTAL PURCHASES		\$1,711.57
			TOTAL RETURNS		\$522.00
			TOTAL		\$1,189.57

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

See reverse side for important information.

 Landercountynv.org
Mail

Cindy Benson <cbenson@landercountynv.org>

Your August OnStar Vehicle Diagnostics report from your Chevrolet Tahoe

1 message

OnStar Subscriber Services <vehiclediagnosics@onstar.com>
Reply-To: OnStar Subscriber Services <VM@onstar.com>
To: cbenson@landercountynv.org

Tue, Aug 14, 2012 at 4:19 PM

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



[Privacy Statement](#)
[PLANS & SERVICES](#) | [MY ACCOUNT](#) | [RENEW SUBSCRIPTION](#)



OnStar Vehicle Diagnostics from your 2007 Chevrolet Tahoe as of 08/14/2012

Dear STATE OF NV/LAN UNTY,

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



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

DIAGNOSTIC INFORMATION

 **Engine and Transmission System**

 **Emissions System**

 **Air Bag System**

 **StabiliTrak® Stability Control System**

[Watch Video](#)

 **Antilock Braking System**

 **OnStar System**

VEHICLE INFORMATION

2007 Chevrolet Tahoe

VIN: 1GNFK13027J256139

[GM Owner Center Online](#)

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

 **Warranty Tracker**

Your vehicle has one or more [active warranties](#).

ONSTAR INFORMATION

 **OnStar¹ Subscription**

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

 **Turn-by-Turn Navigation**

MAINTENANCE INFORMATION



Vehicle Maintenance

No required maintenance due at this time.

Remaining Oil Life: 67%

Mileage: 52,952

Based on oil life and mileage readings, next required maintenance and 50,000 mile service estimated at 61,100 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



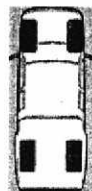
Did you know you can update your maintenance records online?



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:
35 psi



Right Rear:
35 psi



[View tire pressure information](#)

VEHICLE HISTORY



Review charts of your vehicle's history.

[Oil Life History](#)

[Mileage History](#)

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: 54
- Expiration: 06/18/2013
(or when OnStar subscription ends, whichever comes first)

[PURCHASE MINUTES →](#)

OTHER INFORMATION

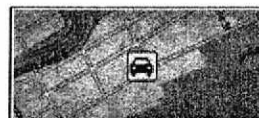
Insurance Benefit

Your mileage makes you eligible for a low mileage discount on auto insurance.

[EXPLORE OPTIONS →](#)

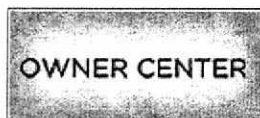
TIPS AND EXTRAS

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All your owner needs in one place. Manage all of your GM vehicle's maintenance, service history and more from the all-new Owner Center.
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DEALER INFORMATION

Selling Dealer

ACCESSORIES

CHAMPION CHEVROLET
800 KIETZKE
RENO, NV 89502
(775) 786-3111

Enroll in Dealer Maintenance Notification so you won't have to worry about when to schedule service – your dealer will contact you!

ENROLL NOW →

[Dealer Website](#)
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[Schedule Service](#)

GET CONNECTED



Emergency



Security



Navigation



Connections



Diagnostics

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

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

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

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

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

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

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

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

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Credit Card

005 000
53050

Invoice

Leslie Carman 4H Supplies
P.O. Box 2351
Atascadero
CA 93423
United States
kelly@4hsupplies.com
http://www.4hsupplies.com

Order Number LC4HN-2436
Order Date 8/9/2012
Order Status Paid
Email berumens@unce.unr.edu

Ag-Ext

(805) 462-9433

	Billing Address	Shipping Address
Name	Lander County 4-H Clubs	Lander County 4-H Clubs
Address	815 N 2nd Street	815 N 2nd Street
City	Battle Mountain	Battle Mountain
Location	Nevada, United States	Nevada, United States
Zip/PostCode	89820	89820
Phone	775-635-5565	775-635-5565
Company	UNCE	
Shipping	US Mail	
Payment	Credit Card Payment	

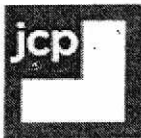
Store Comments 8/9/2012 9:06:48 AM Order Status : Pending 8/9/2012
11:46:27 AM Order Status : Paid

Customer Comments We need a rush put on this order please if possible.

Qty	Item Description	Sub Total
8	<u>No. 17</u> Redi-Tie - \$10.95	\$87.60
8	<u>No. 48</u> Girl's Uniform Collar - \$12.95	\$103.60
Sub Total:		\$191.20
Shipping:		\$9.50
Tax:		\$0.00
*Adjustment:		\$0.00
Sub Total:		\$200.70
Total:		\$200.70

*Adjustment : N/A

RECEIVED
AUG 11 2012
L.C. FINANCE



4-H Club -

Order Confirmation**Thank you for your order, Shannon**

order number: 2012-2265-8007-7991

A confirmation email will be sent shortly to: berumens@unce.unr.edu.**shipping****pricing summary****shipping address****shipping method****merchandise subtotal**

Lander 4-H
UNCE
815 N 2ND ST
BATTLE MOUNTAIN, Nevada 89820
phone: 775-635-5565

4-7 business days \$12.00

order subtotal:
shipping & handling
tax:

ORDER TOTAL:**gift wrapping**

no gift wrap

payment**payment information****billing address**

MasterCard *****3306
expires on 05/ 2014

Lander 4-H
UNCE
815 N 2ND ST
BATTLE MOUNTAIN , Nevada 89820
phone: 775-635-5565

my bag

Your order includes items that will ship at different times.

These items will arrive in 4-7 business days

Arizona Short-Sleeve Button-Down Shirt

Item# FC632-3230D

qty: 1

size: X-Large

color: White

\$13.00**item total****\$13.00**



status: in stock

TOTAL:

\$13.00

Arizona Short-Sleeve Button-Down Shirt

Item# FC632-3230D



qty: 1

size: Large

color: White

status: in stock

\$13.00

item total

\$13.00

TOTAL:

\$13.00

Arizona Short-Sleeve Button-Down Shirt

Item# FC632-3230D



qty: 1

size: Medium

color: White

status: in stock

\$13.00

item total

\$13.00

TOTAL:

\$13.00

Arizona Short-Sleeve Button-Down Shirt

Item# FC632-3230D



qty: 1

size: Small

color: White

status: in stock

\$13.00

item total

\$13.00

TOTAL:

\$13.00



These items will ship from the manufacturer in the number of weeks indicated

French Toast® Button-Down Shirt - Boys 4-7x

Item# RN421-1009F



qty: 1

size: 14

color: White

status: manufacturer shipped
(ships in 1 week)

\$16.00

item total

\$16.00

TOTAL:

\$16.00

French Toast® Button-Down Shirt - Boys 4-7x

Item# RN421-1009F



qty: 2

size: 12

color: White

status: manufacturer shipped
(ships in 1 week)

\$16.00

item total

\$32.00

TOTAL:

\$32.00

DEAR UNCE



Order Summary

Thank you for shopping jcpenny.

UNCE
LANDER 4-H
815 N 2ND ST
BATTLE MOUNTAIN NV 89820
775-635-5565

jcp.com
1-800-222-6161

Invoice No. **R708-39633** Date Invoiced **August 15, 2012** Shipped via **UPS** jcpenny Store **0769-0**

Qty	Item Number	Item Description	Price	Tax	For Office Use Only:
		Merchandise total	52.00		
		Shipping and handling	6.24		
		Tax on mdse, shipping & handling 7.10%	4.12		
		Invoice total	62.36		

To track the shipping status of your order,
visit our order status page at:
<http://www.jcp.com/jcp/accountservices.aspx>



\$62.36 has been charged to your M.C. account

PAGE 2

Exchanges & Returns

We hope everything is 100% satisfactory. If something is not right, please use this form for Exchanges or Returns.
Instructions and Reason Codes are on the other side.

Invoice No. **R708-39633** Date Invoiced **August 15, 2012** Shipped via **UPS** jcpenny Store **0769-0**

Return Code	Qty	Item Number	Item Description	Price	Tax	For Office Use Only:
			Merchandise total	52.00		
			Shipping and handling	6.24		
			Tax on mdse, shipping & handling 7.10%	4.12		
			Invoice total	62.36		

775-635-5565

Terms **MASTERCARD 3306**

1ZA568X0PP04766310

PAGE 2



INVOICE COPY

This message contains the requested copy of your invoice.

Order Information

LANDER 4-H

Order Number: 2012-2265-8007-7991

Order Date: 8/13/2012

Invoice Number: R70839974

Status: Shipped

Method: Home Delivery

Routing: UPS

billing address

LANDER 4-H
815 N 2ND ST
BATTLE MOUNTAIN, NV
898202834
775- 635- 5565

shipping address

Lander 4-H
815 N 2Nd St
Battle Mountain, NV 898202834

payment method

MasterCard ****3306

These items will ship from the factory on the dates indicated below.

Product Description	*Status	Price	Qty	Total
S/S SHIRT- Item# RN421-1009	Factory Ship Shipped	\$16.00	1	\$16.00
S/S SHIRT- Item# RN421-1009	Factory Ship Shipped	\$16.00	2	\$32.00



Jane Bianchi <jbianchi@landercountynv.org>

FW: Requested Copy of Invoice

1 message

Shannon Berumen <berumens@unce.unr.edu>

Wed, Sep 12, 2012 at 10:30 AM

To: Jane Bianchi <jbianchi@landercountynv.org>

Will this do?

Thank You,

Shannon Berumen

LCCE, Executive Secretary

LCCD, District Clerk

815 N. 2nd Street

Battle Mountain, NV 89820

775-635-5565

The University of Nevada, Reno is committed to Equal Employment Opportunity/Affirmative Action in recruitment of its students and employees and does not discriminate on the basis of race, color, religion, sex, age, creed, national origin, veteran status, physical or mental disability, and sexual orientation. The University of Nevada, Reno employs only United States citizens and aliens law fully authorized to work in the United States. Women and under-represented groups are encouraged to apply.

From: JCPenney [mailto:invoicecopy@jcpenneyeservices.com]

Sent: Wednesday, September 12, 2012 10:28 AM

To: Shannon Berumen

Subject: Requested Copy of Invoice

Subtotal:

NaN

Shipping & Handling:

\$5.76

Tax:

\$3.81

TOTAL:

TBD

*status legend

Factory Ship	This item will ship directly to your home from the supplier. It should ship in X week(s). Allow an additional 4-7 business days for delivery.
--------------	---

**Lander County
Travel Authorization / Request for Advance**

Individual Requesting Authorization to Travel: GRACE POWRIE	Department Exercising Budget Control of Requested Funds: TREASURER
---	--

Reason for Travel: TRAINING - GFOA	Location of Conference or Meeting: SACRAMENTO, CA	Dates Scheduled for the Conference or Meeting: SEPT 12 & 13, 2012
--	---	---

Estimated Expenditures:

These expenditures should be charged to the following account number: 001-003-53940

1. Conference Registration or Meeting Cost Name of Sponsor: _____ Please attach copy of brochure or meeting announcement.			\$ 790 ⁰⁰
2. Mileage for Use of Personal Vehicle 702 miles @ \$.555 per mile			\$ 389 ⁶¹
3. Airfare			\$
4. Lodging Name of Motel or Hotel: Hyatt Regency Sacramento			\$ 297 ⁰⁰
5. Meals: Breakfast <u>2</u> meals @ \$11.00 per meal Lunch <u>2</u> meals @ \$12.00 per meal Dinner <u>3</u> meals @ \$21.00 per meal		\$ 22.00 \$ 24.00 \$ 63.00	\$ 109 ⁰⁰
6. Incidental Expenses: Rental Car Other allowable expenses (please detail below) _____		\$ \$	
TOTAL ESTIMATED EXPENSES			\$ 1,585 ⁶¹

P.O. # 10587
CR cd used
Voucher

CR CD USED

Voucher

Voucher
498.61

Request for Advance Payment of Certain Costs:

☒ Please make a check payable to the Individual Requesting Travel Authorization in the amount of: \$ 498.61 as an advance of travel costs. A Travel Expense Report will be filed within five (5) working days following completion of the trip.

☐ Please make check payable to CR CD in the amount of \$ _____ in payment of registration for the conference or meeting. A Travel Expense Report will be filed within five (5) working days following completion of the trip.

Authorization:

I approve the above request and authorize charges to the budget I administer as indicated above.

Grace Powrie Treasurer 08/29/12
Authorized Signature Title Date

Purchase Order

Lander County



Purchase Order No: 10587 Date Ordered: 08/29/12

Vendor: Government Finance Officers Assn Department: Treasurer
(GFOA)

Address: 203 North LaSalle, Suite 2700 Address: 315 S. Humboldt
Chicago, IL 60601-1210 Battle Mtn, NV
89820

Phone: 312-977-9700 Phone: 775-635-5127

Fax: 312-977-4806 Fax: 775-635-5593

Account to Charge			Description	Quantity	Unit Price	Amount
Fund	Dept	Account				
001	003	53940	Training Courses-	1	790-	790-
			Freight/Miscellaneous Charges			
					Total Charges	790-

Additional notes or instructions:

Grace Purnell
Elected Official or County Manager's Signature

Treasurer
Department Head or Authorized Signature

September 11 – 12, 2012 Group-live course
Concepts in Performance Budgeting

Price: \$580 Active/Associate Member
 \$790 Nonmember

Time: 9:00 a.m. – 5:00 p.m. Pacific
 Course level: Intermediate

Prerequisite: *Budget Analyst Training Academy*

As a result of increasing financial stress and public pressure for transparency and accountability along with the drive to improve both the efficiency and effectiveness of government programs, governments across the United States and Canada have moved to an outcome-based budget approach. This program will explain how outcome-based budgeting can be used as an effective tool to help improve both the process for preparing a budget as well as key decisions that ultimately impact the services that governments provide. Instructors will focus on each step in an outcome-based budget process, highlighting effective strategies of how each was implemented in local government. In addition, attendees will be provided worksheets and templates that assist in the preparation of outcome-based budgets.

September 12 – 13, 2012 Group-live course
Basics and New Practices for Investing Public Funds

Price: \$580 Active/Associate Member
 \$790 Nonmember

Time: 9:00 a.m. – 5:00 p.m. Pacific
 Course level: Intermediate

This course focuses on the investment of public funds. Participants will learn the tools and techniques to manage short-term investment portfolios. Attention will be given to the latest investment strategies and instruments. This intermediate-level course requires a basic knowledge of investment principles and practices.

September 12 – 14, 2012 Group-live course
Intermediate Governmental Accounting

Newly revised for the new **GAAPF**
 Price: \$685 Active/Associate Member
 \$865 Nonmember

Time: 9:00 a.m. – 5:00 p.m. Pacific (September 12, 13)
 8:00 a.m. – 11:30 a.m. Pacific (September 14)
 Course level: Intermediate

This course is designed to provide participants with a solid working knowledge of the specialized accounting and financial reporting used for state and local governments. Emphasis is placed throughout on differences between private- and public-sector theory and practice. Note: This course covers material already substantially covered in the GFOA's *Accounting Academy: An Intensive Introduction to Governmental Accounting, Auditing, and Financial Reporting*.

REGISTRATION

PARTICIPANT Please print or type. Register online at www.gfoa.org.

Name: _____
 Title: _____ Employer: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

E-mail: (Required) _____

☐ Check box to indicate if you are substituting for an active government member.

Active Member #: _____

Active Member Name: _____

COURSE

☐ September 10, 2012 GFOA Member: \$370

Accounting and Financial Reporting Nonmember: \$550

for Capital Assets

☐ September 10, 2012 GFOA Member: \$370

Managing the Budget Process Nonmember: \$550

☐ September 11, 2012 GFOA Member: \$370

Preparing a CAFR Nonmember: \$550

☐ September 11 – 12, 2012 GFOA Member: \$580

Concepts in Performance Budgeting Nonmember: \$790

☐ September 12 – 13, 2012 GFOA Member: \$580

Basics and New Practices for Nonmember: \$790

Investing Public Funds

☐ September 12 – 14, 2012 GFOA Member: \$685

Intermediate Governmental Nonmember: \$865

Accounting

FEES

Early Registration 10% discount if register and pay in full by 8/10/12 \$ _____
 Group Discount 10% group discount for 3 or more registrants attending the same course. Registrations must be submitted together and paid with one check or invoice. \$ _____

New member fee Visit www.gfoa.org or call GFOA at (312) 977-9700 for fee. \$ _____
 Discount for paid new member (-25.00) \$ _____

Registration Total \$ _____

PAYMENT (Please Check One) Fees must be paid in U.S. dollars by check, credit card, or purchase order. Please do not submit duplicate copies.

☐ Payment by Check Payable to "Government Finance Officers Association"

☐ Payment by Credit Card or Bill of registration, Fax: (312) 977-4806

☐ Amex ☐ Discover ☐ MasterCard ☐ VISA

Name on Card: _____

Account Number: _____ Exp. Date: _____ (Mandatory)

Signature: _____

☐ Please Bill Me. (Scan and e-mail it to: training@gfoa.org or fax: (312) 977-4806) You must include a purchase order number.

Payment must be received for all registrations prior to the event date.

P.O. No.: _____

GFOA Tax ID Number: 36-2167796

Government Finance Officers Association

203 North LaSalle Street, Suite 2700, Chicago, IL 60601-1210

Phone: 312-977-9700 • Fax: 312-977-4806 • www.gfoa.org



LANDER COUNTY, NEVADA

MAKE CHECK PAYABLE TO

NAME: Grace Powrie
 ADDRESS: 621 Elquist Drive
 Battle Mountain, Nevada 89820

VOUCHER	DESCRIPTION	AMOUNT
5/15/2012	travel expense for Grace Powrie, Lander County Treasurer	
	round trip to Sacramento, CA-351 x 2 = 702 miles @.555= \$389.61 001-003-53940 General	\$389.61
	meal expense 2X (B), 2X (L), 3X (D) 001-003-53940 General	\$109.00
TOTAL		\$498.61

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/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: _____

Board of County Commissioners: _____

Driving Directions from 621 Elquist Dr Battle Mountain, Nevada to 1209 L St Sacramento... Page 1 of 2

There's a new MapQuest - come try it out!

MAPQUEST.

Sorry! When printing directly from the browser your directions or map may not print correctly. For best results, try clicking the Printer-Friendly button.



Starting Location

621 Elquist Dr

Battle Mountain, NV 89820-1848



Ending Location

1209 L St

Sacramento, CA 95814-3936

Total Travel Estimate: 5 hours 20 minutes / 350.42 miles Fuel Cost: Calculate

x 2

702 miles

Directions with helpful hints.

the new
mapquest

Try it now >>

Sept 11 & 12, 2012

Room Breakdown

1st	139.00
+ 12%	16.68
2nd	119.00
+ 12%	14.28
+ 3% surcharge	8.04
\$	297.00

CR CD CHARGED

HOTEL

Hyatt Regency Sacramento

1209 L Street • Sacramento, CA 95814
Phone: (800) 233-1234, Fax: (916) 321-3779
www.sacramento.hyatt.com

Room Rate:

Room Rate: \$99 single / double plus 12% tax

BLOCK - NON AVAILABLE

Group rate for the training is valid until August 27, 2012.

Should the GFOA block fill up or if reservations are made after the valid date, reservations will be accepted on an overall hotel space availability basis and may not qualify for the GFOA discounted rate.

Go to www.discovergold.org for special attractions to participate in during your stay.



Cover photo provided by Tom Myers.

Back cover photo Courtesy of Sacramento Convention & Visitors Bureau.

GFOA TRAINING

Dedicated to the sound management of government financial resources, the Government Finance Officers

Association (GFOA) provides professional development training opportunities to state and local government finance professionals each year.

Training courses are presented as basic, intermediate, advanced, update, or overview.

Visit www.gfoa.org for additional training announcements and details.

**17th Annual Governmental GAAP Update
live-streaming event**

**November 1, 2012 • 1:00 pm – 5:00 pm (Eastern)
4 CPE credits • Visit www.gfoa.org to register today!**



Government Finance Officers Association

Government Finance Officers Association

203 North LaSalle Street, Suite 2700
Chicago, IL 60601-1210
(312) 977-9700 / Tax ID: 36-2167796
Remit to: 3076 Eagle Way Chicago, IL 60678-1030

Invoice/Confirmation

300191393

Invoice Number: 2706391

Invoice Date: 08/29/2012

Grace Powrie

Treasurer

Lander County

315 South Humboldt Street

Battle Mountain, NV 89820

Basics & the New Practices for Investing Public Funds

Wednesday, September 12, 2012 through Thursday, September 13, 2012

Hyatt Regency Sacramento

1209 L Street

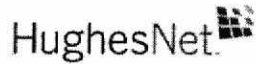
Sacramento, CA 95814

You are registered for the following:

Function	Quantity	Rate	Amount
Class Registration	1	\$790.00	\$790.00
Subtotal			\$790.00
Payment			\$790.00
Balance			\$0.00

TRAVEL AUTHORIZATION /
REQUEST FOR
ADVANCE
* See
001-003-53940
CREDIT CARD USED

RECEIVED
SEP 04 2012
L.C. FINANCE

[Home](#)[About](#)[Logout](#)*** MyProfile****- Billing**

- ☐ Account Administration
- ☐ Invoice Administration
- ☐ Usage Administration

*** E-mail Accounts***** Site Care***** Help****My Account**

Account Holder: Cindy Benson
Account Number: DSS7866349
Company:
Customer Location Id:
HNS Location Id:
Customer Site Id:
Service Address: 155 MAIN ST
AUSTIN NV, 89310
US
Transport Service: Active
Date Of Last Status Change: 01/01/1970
Account Creation Date: 09/03/2008

[Edit My Account](#)**My Billing**

Current Statement Date: 09/03/2012
Current Balance: \$0.00
Payment Due On: 09/13/2012
Previous Balance: \$0.00
Payment Received: 09/03/2012
Next Statement Date: 10/03/2012
Statement Preference: Paperless

Billing Information: [Click here more..](#)

[View My Bill](#)[Pay My Bill](#)**My Recurring Charges**

Recurring Product	Status	Amount	Cycle Start Date
HughesNet Home	Active	\$59.99	04/09/2010
Service Hardware			
Commitment Months	48	0	
Remaining Months	1	0	

Sign Up for Notification

Would you like to sign up for the following notifications?

Your present email address is 'jbianchi@landercountynv.org'. In case you want to receive notifications on a different email edit your account email address by using the "Edit My Account" button provided in the "My Account" area.

- ☒ **Bill Generation** Receive e-mail notification when your bill is generated
- ☐ **Payment Due in Days** Receive e-mail notification when your payment due is approaching
- ☐ **Payment Declined** Receive e-mail notification if there is an issue with your payment

☐ I agree to the [Terms And Conditions](#)

[Submit](#)[Contact Us](#) | [Privacy Policy](#)

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We believe.

- Communication
- Positive Attitude
- Confidentiality
- Fairness
- Courtesy
- Quality
- Accountability
- Compassion
- Productivity
- Respect
- Competency
- Empowerment
- Leadership
- Proactivity
- Trustworthiness
- Dedication
- Integrity
- Professionalism
- Adaptability
- Teamwork

Humboldt General Hospital

News Brief



July 1, Battle Mountain General Hospital expanded pre-hospital services in Lander County with the launch of the Lander County EMS Advanced Life Support system. Pictured above, from left to right, are: LCEMS Paramedic Rick Harrison, LCEMS EMT II Katie Donaldson, Battle Mountain General Hospital Administrator Phil Hanna, LCEMS EMT II Troy Liebhardt, LCEMS Paramedic Steve Towne and LCEMS Paramedic and Coordinator Rick Bell.

HGH partnership aids launch of paramedic EMS in Lander

A partnership between Humboldt General Hospital and Battle Mountain General Hospital has resulted in a new ambulance service that has expanded pre-hospital EMS services for Lander County.

July 1, ambulances in Battle Mountain began operating at the Advanced Life Support level, which is a step above the current Intermediate Life Support level.

According to Battle Mountain General Hospital Administrator Phil Hanna, Lander County Emergency Medical Services (LCEMS) now serves as a department of the Battle Mountain hospital, incorporating existing EMS personnel from the Austin, Battle Mountain and Kingston ambulance services.

Lander County EMS also now employs four full-time resident paramedics and several more staff EMTs. The service, when fully implemented, will cover all of Lander County.

Hanna said mounting operational and legal issues prompted Lander County officials to transfer responsibility for operating the ambulance services to the county-wide Lander County Hospital District.

To take advantage of advanced EMS resources in Nevada, BMGH contacted Humboldt General Hospital EMS Rescue. The Humboldt County-based service has been recognized as one of the top 10 ambulance services in the country and recently received an award for EMS innovation.

The result is a cooperative partnership under which BMGH will oversee day-to-day EMS services in Lander County, while HGH EMS Rescue will provide operational and managerial oversight.

"This was certainly a win-win situation for Lander County," said Hanna. "A small and dedicated group of people were attempting to offer pre-hospital care. LCEMS expands these services and will improve pre-hospital outcomes for our residents, and with the support of HGH EMS Rescue, we don't need to reinvent the wheel."

Hanna continued, "Humboldt General Hospital successfully merged their volunteer ambulance service with their hospital several years ago with outstanding results. BMGH would like to do the same with LCEMS, and we feel confident that our partnership with HGH EMS will allow us to accomplish that for Lander County."

The partnership between BMGH and HGH falls under the auspices of the newly formed Northern Nevada EMS Consortium.

The consortium will centralize the coordination of the two EMS systems. It will allow each hospital to more adequately support the other during mass casualty incidents and mutual aid requests.



Lander County EMS Paramedic Rick Harrison washes one of the newly redesigned LCEMS ambulances.

On a daily basis, the consortium will financially benefit both hospitals by limiting duplicative services. The EMS consortium also will allow the hospitals to share resources and collectively participate in educational courses and seminars.

Pat Songer, a Certified Medical Transport Executive and the director of HGH EMS Rescue, will oversee the new consortium as director. Hanna and Humboldt General Hospital CEO/Administrator Jim Parrish will provide administrative oversight.

Over the past six years, HGH EMS Rescue has dramatically improved pre-hospital outcomes for patients and decreased health-related expenses by establishing a Critical Care Ground Transport Program, establishing a community AED program for heart attack victims, using portable ultrasound and blood analyzers in the field and establishing a Community Paramedicine program.

During the 2012 "EMS Today Conference" in Baltimore, Maryland, Pat Songer was named one of the 10 most innovative individuals in EMS. The "Innovators" project is sponsored by the Journal of Emergency Medical Services and recognizes and pays tribute to 10 individuals who made significant contributions to the development of EMS in the United States in 2011.

Humboldt County's enhanced EMS system has also been featured in The Wall Street Journal, The Journal of the American Ambulance Association and EMS Magazine.

"BMGH is excited for this opportunity to work closely with Humboldt General Hospital EMS Rescue," said Hanna. "We feel confident that we will soon have an equally successful program in Lander County."

Lander County EMS will be managed by former long-time Battle Mountain resident and current Humboldt General Hospital Paramedic Rick Bell. Bell will serve as Battle Mountain EMS coordinator, paramedic and community liaison.

Bell said all Lander County ambulance units will be stocked with new lifesaving tools including advanced airways, pain medications, cardiac medications/interventions, and crews that are trained to manage even the most critically ill and seriously injured patients.

Additionally, paramedics will assist BMGH hospital staff during in-hospital medical emergencies and other busy times.

Paramedics and EMTs from LCEMS and HGH EMS Rescue also will offer educational courses to both community residents and area responders in CPR, EMT and other EMS-related instruction.

"Our goal is to significantly improve pre-hospital outcomes for Lander County patients, and we know this is a significant step in that direction," said Bell.

For more information about LCEMS or to inquire about employment opportunities, please contact Northern Nevada EMS Consortium Director Pat Songer at (775) 623-5222, ext. 160 or via email at psonger@hghospital.ws, or contact LCEMS Coordinator Rick Bell at (775) 635-6060 or via email at rbell@bmgh.org.

Community members who are interested in becoming EMT-certified should review local media for upcoming courses and seminars.

Humboldt General Hospital and Battle Mountain General Hospital have formed the Northern Nevada EMS Consortium



The partnership between Battle Mountain General Hospital and Humboldt General Hospital falls under the auspices of the newly formed Northern Nevada EMS Consortium. The consortium allows each hospital to more adequately support the other during mass casualty incidents and mutual aid requests. On a daily basis, it will financially benefit both hospitals by helping to limit duplicative services, share resources and collectively participate in educational courses and seminars. Hospital CEOs Jim Parrish (HGH) and Phil Hanna (BMGH) will provide administrative oversight.

We believe in being helpful and caring for those in need.

HGH
Humboldt General Hospital

118 E. Haskell Street
Winnemucca, Nevada 89445
775.623.5222
www.hghospital.ws

surgery ■ radiology ■ laboratory ■ obstetrics ■ long-term care

Commissioners' Report

September 27, 2012

CORRESPONDENCE

September 27, 2012

1. Rodney L. Davis, University of Nevada Cooperative Extension, to Lander County Commissioners, e-mail regarding Lander County Cooperative Extension Open House scheduled October 3, 2012 from 4:00p.m. to 6:00 p.m. and invitation to attend.
2. Jeanne M. Higgins, US Forest Service, to Reader, letter regarding environmental analysis for geothermal leasing on the Humboldt-Toiyabe National Forest.
3. Michael Truden, Bureau of Land Management, to Interested Public, letter seeking public input as it relates to the environmental assessment process to analyze development/testing of a geothermal reservoir using hydro-stimulation techniques proposed by Brady Power Partners, a subsidiary of Ormat Nevada, Inc.



Gina Little <glittle@landercountynv.org>

for commissioners

1 message

Rodney Davis <davisr@unce.unr.edu>

Thu, Sep 13, 2012 at 9:25 AM

To: "glittle@landercountynv.org" <glittle@landercountynv.org>

October 3, 2012
4:00pm to 6:00pm

Dear Lander County Commissioner

Over the years you have proven to be a valuable friend and collaborator with Cooperative Extension in Lander County. We would like to recognize you at our FIRST open house, here at our office in Battle Mountain.

Our new Central/Northeast Area Director and Department Head, Dr. Loretta Singletary will be present to meet you and express the University's appreciation for your support as well answer any questions you might have about Extension programming across the rest of the state.

What: Lander County Cooperative Extension Open House

When: Wednesday, Oct 3, 2012, 4:00pm to 6:00p,

Where: Cooperative Extension Office, 815 North 2nd Street, Battle Mountain

We will be highlighting a number of our on-going programs as well as discussing a few "new directions."

You will be receiving a reminder as we get a little closer to the actual event, but I wanted you to get us on your calendar ASAP. Give me a call if you have any questions, etc.

Rodney L. Davis, Extension Educator
University of Nevada Cooperative Extension
Lander County
815 N 2nd Street
Battle Mountain, NV 89820
Office: 775-635-5565
Cell: 775-374-0784
Fax: 775-635-8309

The University of Nevada, Reno is committed to Equal Employment Opportunity/Affirmative Action in recruitment of its students and employees and does not discriminate on the basis of race, color, religion, sex, age, creed, national origin, veteran status, physical or mental disability, or sexual orientation. The University of Nevada employs only United States citizens and aliens lawfully authorized to work in the United States. Women and under-represented groups are encouraged to apply.

Correspondence #2
9/27/2012



United States
Department of
Agriculture

Forest
Service

Humboldt-Toiyabe
National Forest

1200 Franklin Way
Sparks, NV 89431-6432
(775) 331-6444 Fax (775) 355-5399

File Code: 1950

Date: September 18, 2012

Dear Reader,

I would like to inform you that the Humboldt-Toiyabe National Forest has completed its environmental analysis for Geothermal Leasing on the Humboldt-Toiyabe National Forest. This analysis is documented in the Final Environmental Impact Statement (FEIS) for Geothermal Leasing on the Humboldt-Toiyabe National Forest. Based upon my review of the FEIS I have selected alternative 4. My decision is documented in the Record of Decision (ROD) which describes my decision.

This selected alternative, with associated stipulations, as outlined in Chapter 2 of the FEIS, includes updated habitat classification and protection measures for sage-grouse. Lands categorized as 1 and 2 (preliminary priority habitat), and 3 (preliminary general habitat), based on Nevada Department of Wildlife/Bureau of Land Management (BLM) broad-scale sage-grouse habitat category maps, could be leased with a No Surface Occupancy (NSO) stipulation. Under Alternative 4, the Forest Service would consent to lease up to approximately 609,780 acres of National Forest System lands.

Enclosed is a CD and hard copies of both the FEIS and ROD. Additional copies are available for review and downloading on-line at:

<http://www.fs.fed.us/nepa/fs-usda-pop.php/?project=35519>

Hard copies or CDs of the FEIS and ROD are also available from the Forest Service offices identified below.

Tonopah Ranger District
1400 S. Erie Main Street
Tonopah, NV 89049
(775) 482-6286

Ely Ranger District
825 Avenue E
Ely, NV 89301
(775) 289-3031

Austin Ranger District
100 Midas Road
Austin, NV 89310
(775) 964-2671

Bridgeport Ranger District
Highway 395
HC 62 Box 1000
Bridgeport, NV 93517
(760) 932-7070

RECEIVED

SEP 21 2012

COUNTY COMMISSION

* original documents filed in Executive Director's office.



Correspondence #3
9/27/2012



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Winnemucca District Office
Humboldt River Field Office
5100 East Winnemucca Boulevard
Winnemucca, Nevada 89445
Phone: (775) 623-1500 Fax: (775) 623-1503
Email: wfoweb@blm.gov
www.blm.gov/nv/st/en/fo/wfo.html

SEP 20 2012

RECEIVED

In Reply Refer To:
NVN 065558
3200 / 1792 (NVW0100.29)

SEP 24 2012

COUNTY COMMISSION

Dear Interested Public:

The Bureau of Land Management (BLM), Winnemucca District Office, Humboldt River Field Office (WDO/HRFO) is seeking public input as it initiates an Environmental Assessment (EA) process to analyze the development and testing of a geothermal reservoir using hydro-stimulation techniques, as proposed by Brady Power Partners, a subsidiary of Ormat Nevada, Inc. This project is located within the Hot Springs Mountains, approximately 50 miles northeast of Reno, in Churchill County, Nevada. The site location is shown on the enclosed map.

Brady Power Partners (Proponents) propose to implement a hydro-stimulation program to increase energy production by developing or enhancing natural hydraulic connections within the existing hydrothermal system. The project would utilize an existing well pad and an existing deep geothermal well (i.e., Well 15-12) located on federal geothermal lease NVN 065558 held by the Proponents. Data from Well 15-12 shows that the site has a great deal of heat in the underground rock formations, but it does not have sufficient hydraulic connections for an efficient hydrothermal system. Hydro-stimulation involves creating better hydraulic connections by injecting cool geothermal water to further open the existing network of minute cracks in the rocks deep underground, where natural fractures already occur. During the process, cool geothermal water would be injected at pressures less than 1,400 pounds per square inch at depths ranging from approximately 4,245 to 5,096 feet below ground surface. The goal of this project is to increase the output of the existing Brady Hot Springs Power Plant, delivering commercial electricity to the energy grid.

The BLM is the lead agency for this project because a majority of the project activity would occur on leases issued and administered by the BLM. The proposed project is located entirely on land administered by the Bureau of Reclamation (Reclamation). As a result, the Reclamation will be extended an invitation to be a cooperating agency for the preparation of this EA. The U.S. Department of Energy (DOE) is funding a portion of the project; therefore, the DOE will also be extended an invitation to be a cooperating agency in this EA.

In accordance with Council on Environmental Quality Regulations at 40 CFR 1500, for implementing the procedural provisions of the National Environmental Policy Act (NEPA), the BLM WDO/HRFO, will be preparing an EA for the proposed project. This analysis will disclose

the environmental impacts expected to occur should the project be implemented. The BLM is seeking your input in identifying issues and concerns or applicable knowledge to assist us with the NEPA process.

The public is invited to submit comments on the proposal within 30 days of the date of this letter. Please send written comments to Mr. Douglas Rowles, project lead, at the above address or e-mail wfoweb@blm.gov with "Brady Hot Springs Well 15-12 Hydro-Stimulation Project (D. Rowles)" in the subject line. A copy of this letter and map are also available on our NEPA webpage at http://www.blm.gov/nv/st/en/fo/wfo/blm_information/nepa0.html. In addition, a copy of the Proponent's *Brady 15-12 Stimulation Plan* is available for review at the Winnemucca District Office during regular business hours for 30 days from the date of this letter.

Public comments submitted for this project, including names and addresses of commenters will be available for public review at the WDO during regular business hours 7:30 a.m. to 4:30 p.m., Monday through Friday, except federal holidays. Before including your address, phone number, e-mail address, or other personal identifying information in your comment, you should be aware that your entire comment -- including personal identifying information -- may be made publicly available at any time. While you can ask us in your comment to withhold personal identifying information from public review, we cannot guarantee that we will be able to do so.

If you have any questions, please contact Mr. Douglas Rowles at (775) 623-1500 or at the above address.

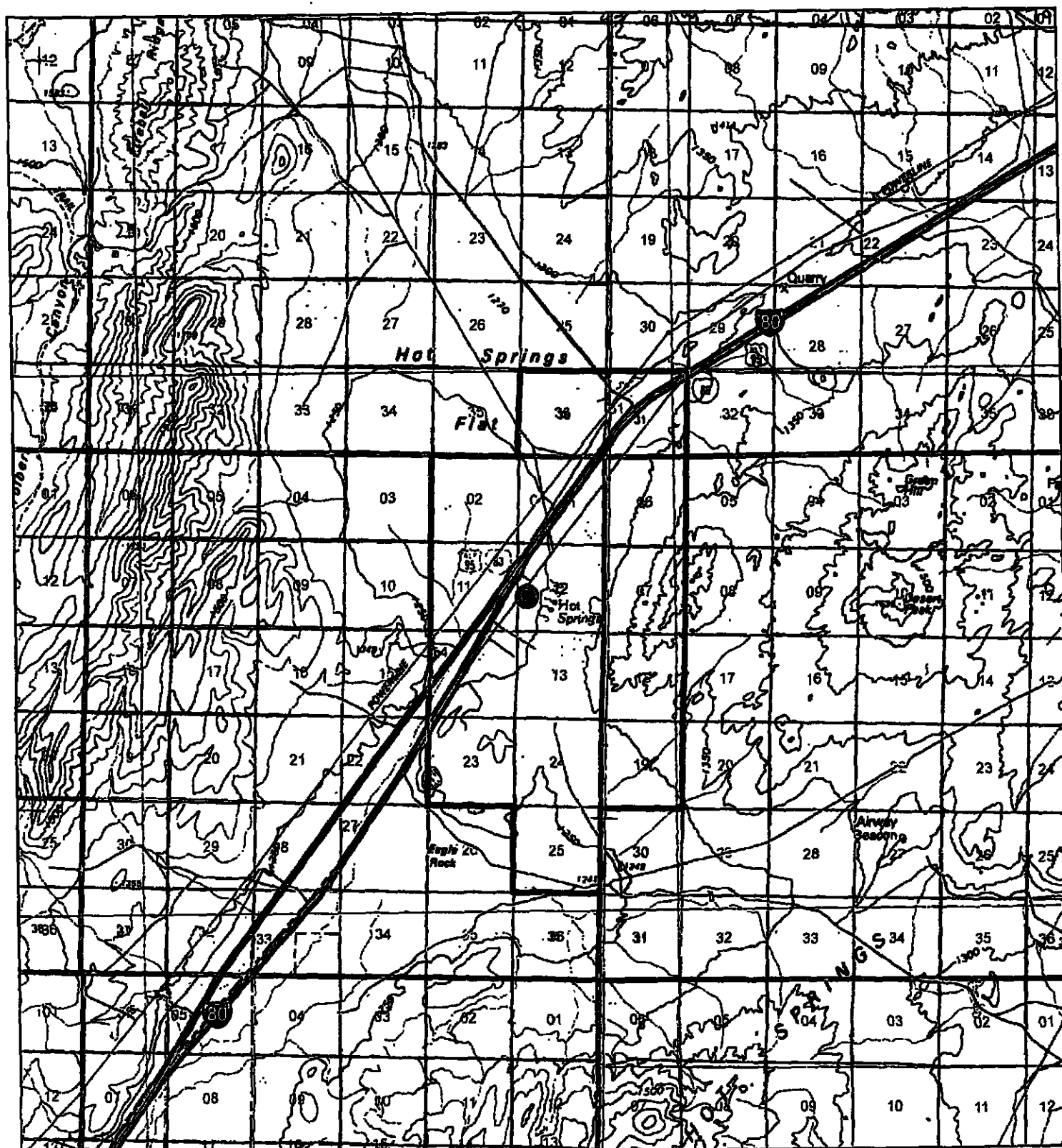
Sincerely,



for Michael Truden
Field Manager
Humboldt River Field Office

Enclosure

Brady Hot Springs Well 15-12 Hydro-Stimulation



Land Status

Bureau of Land Management
Bureau of Reclamation
Private

BLM Sage Grouse Class

Prelim. Cat

Preliminary Priority Habitat

Preliminary General Habitat

Areas to be sampled

NDOT Roads

Interstate
US Highway
State Route
BLM
County

Hot Springs Flat, NV
USGS 7.5' Quadrangles
T.22 N., R.26 E., sec. 12

0 0.8

Miles

1:100,000

09/18/2012

Winnemucca District Office

Humboldt River Field Office
5100 E. Winnemucca Blvd
Winnemucca, NV. 89445

N



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

**MONTHLY & QUARTERLY REPORTS TO
LANDER COUNTY COMMISSIONERS**

AUGUST

- 1) LANDER COUNTY CLERK – MONIES COLLECTED FOR THE MONTH OF
AUGUST, 2012**
- 2) AUSTIN JUSTICE OF THE PEACE – MONIES COLLECTED FOR THE MONTH
OF AUGUST, 2012**
- 3) ARGENTA JUSTICE COURT FINES & FEES COLLECTED FOR THE MONTH
OF AUGUST, 2012**
- 4) LANDER COUNTY RECORDER – TOTAL AMOUNT REMITTED TO
TREASURER FOR THE MONTH OF AUGUST, 2012**
- 5) TECHNOLOGY FEES FOR THE MONTH OF AUGUST, 2012**
- 6) LANDER COUNTY RECORDER TECHNOLOGY FEE ANNUAL REPORT
(N.R.S. 247.306.3)**

Lander County Clerk's Office
Monies Collected for the Month of:
AUGUST, 2012

TOTAL STATE FEES:	\$ 399.00
TOTAL COUNTY FEES:	\$ 1,739.00
TOTAL LAW LIBRARY FUND:	\$ 135.00
TOTAL DOMESTIC VIOLENCE:	\$ 100.00
TOTAL LEGAL AID FUND:	\$ 221.00
TOTAL DRUG COURT FEES:	\$ 110.00
TOTAL MONIES COLLECTED FOR THE MONTH OF <u>AUGUST</u>	\$ 2,704.00

Sadie Sullivan

Approved by State Board of Accounts for LANDER COUNTY County, 2012

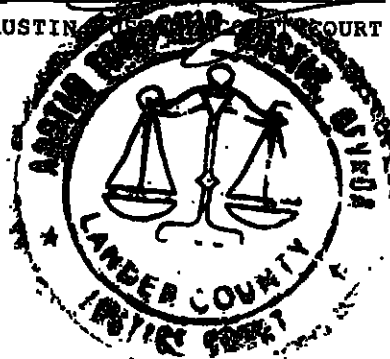
To Auditor of LANDER COUNTY County, NEVADA
Collecting for Period: 07/31/2012 thru 08/30/2012

2012 SEP - 6 PM 12:47

COPY

Account	Prior Collections	2012 SEP - 6 PM 12:47 Collections This Period	Year To Date Collections
6I AA FEE ~ JUSTICE #085-32003	691.00	96.00	1,027.00
6I AA FEE ~ JUVENILE #286-32006	199.00	96.00	295.00
6I AA FEE ~ STATE (A #090-32005	3,005.00	1,398.00	4,403.00
6I AA FEE ~ STATE (G #090-000-32013	440.00	210.00	650.00
6I BAIL FORFEITURES #001-35030	4,912.00	1,828.00	6,740.00
6I BAIL/BOND PROCESSING FEE	20.00	0.00	20.00
6I BOND FILING FEE VICTIMS OF CRIME	20.00	0.00	20.00
6I CIVIL FEES	0.00	56.00	56.00
6I COUNTY FINES/FORF #001-35030	1,421.00	1,498.00	2,919.00
6I DEPARTMENT OF WILDLIFE ~ COUNTY	100.00	0.00	100.00
6I DEPARTMENT OF WILDLIFE CIVIL FEES	50.00	0.00	50.00
6I DOMESTIC VIOLENCE FEE	0.00	0.00	0.00
6I FACILITY ASSESSME #285-34201	970.00	480.00	1,450.00
6I FELONY/GROSS MISD FORF ~	0.00	0.00	0.00
SPECIALTY CO			
6I FELONY/GROSS MISD FORF ~ VICTIMS OF C	0.00	0.00	0.00
6I FINE ~ STATE OF N #090-35030	330.00	242.00	572.00
6I LC98-3 OTHER #01-32009	0.00	20.00	20.00
6I MISCELLANEOUS FEES	0.00	0.00	0.00
6I NON SUFFICIENT FUNDS	30.00	0.00	30.00
6I NRS 4.065 (SB#62) #090-32015	0.00	2.00	2.00
6I OVERPAYMENTS TO THE COUNTY	9.00	3.00	12.00
6I SPECIALTY COURT F #090-32207	670.00	310.00	980.00
6I SUBSTANCE ABUSE FEE (CHEMICAL FEE)	0.00	0.00	0.00
Totals:	12,867.00	6,479.00	19,346.00

State of NEVADA LANDER COUNTY County, SS:

I SWEAR THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT OF ALL COSTS AND FEES
BELONGING TO THE ABOVE NAMED COUNTY COLLECTED BY ME FOR THE PERIOD SHOWN.JUDGE: *[Signature]* OF THE AUSTIN DISTRICT COURT

THIS WARNING BAR MUST HAVE A GRAY BACKGROUND WHICH FADES TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. ADDITIONAL SECURITY FEATURES ARE LISTED ON THE BACK.

JUSTICE OF THE PEACE
AUSTIN TOWNSHIP - CRIMINAL ACCOUNT
P.O. BOX 100
AUSTIN, NV 89310

000970
DATE Sept 04, 2012 7074/3212

PAY TO THE ORDER OF Leslie County Treasurer \$ 6.479.00

Six thousand four hundred seventy-nine & 00/100 DOLLARS

WELLS FARGO BANK, N.A.
NEVADA

MEMO fine fee for Aug 2012

VOID AFTER 90 DAYS
[Signature]

⑈000970⑈ ⑆321270742⑆ 0404029175⑈

From 07/31/2012 13:53:28
To 08/30/2012 08:13:14

FINES & FORFEITURES MONTH OF AUGUST 2012

Account	Payee Name	Check Number	Check Status Code	Amount	Number of Cases
6H AA FEE - STATE (AOC)	LANDER COUNTY TREASURER	N/A	N/A	9,226.00	218
6H AA FEE - JUSTICE	LANDER COUNTY TREASURER	N/A	N/A	1,687.00	216
6H AA FEE - JUVENILE	LANDER COUNTY TREASURER	N/A	N/A	1,175.00	216
6H AA FEE - STATE (GENERAL)	LANDER COUNTY TREASURER	N/A	N/A	180.00	9
6H BAIL/BOND PROCESSING FEE	LANDER COUNTY TREASURER	N/A	N/A	602.00	26
6H CIVIL FEES	LANDER COUNTY TREASURER	N/A	N/A	172.98	10
6H COLLECTION FEES	LANDER COUNTY TREASURER	N/A	N/A	3.00	0
6H COPY FEES	LANDER COUNTY TREASURER	N/A	N/A	24.00	0
6H FACSIMILE FEES	LANDER COUNTY TREASURER	N/A	N/A	7,620.00	44
6H COUNTY FINES/FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	2,405.00	216
6H FACILITY ASSESSMENT FEE	LANDER COUNTY TREASURER	N/A	N/A	250.00	25
6H LC98-3 OTHER	LANDER COUNTY TREASURER	N/A	N/A	5.00	0
6H MARRIAGE FEE - STATE	LANDER COUNTY TREASURER	N/A	N/A	130.00	3
6H SUBSTANCE ABUSE FEE (CHEMICAL FEES)	LANDER COUNTY TREASURER	N/A	N/A	25.00	25
6H NRS 4.065 (SB#62)	LANDER COUNTY TREASURER	N/A	N/A	1,692.00	216
6H SPECIALTY COURT FEE (MISD)	LANDER COUNTY TREASURER	N/A	N/A	13,659.08	187
6H STATE FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	180.00	9
6H BOND FILING FEE VICTIMS OF CRIME	LANDER COUNTY TREASURER	N/A	N/A		

*** End of Report ***

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

Subscribed and sworn to before me this 30TH day of AUGUST, 2012.



Justice of the Peace

2012 AUG 30 AM 8:30
DIST. COURT CLERKF-11
Disbursed Total
39,518.06

Lander County Recorder
Idonna M. Trevino
315 South Humboldt Street
Battle Mountain, NV 89820

FILED

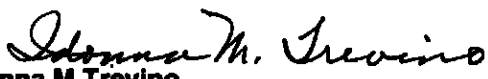
2012 SEP -4 PM 3: 09

MONTHLY REPORT

SADIE C. LITAN
DIST. CLERK

The following fees were collected for the period of AUG 1, 2012 through AUG 31, 2012

<u>ACCOUNT</u>	<u>AMOUNT</u>
RECORDINGS	\$16,141.00
NON STD DOC FEE	\$450.00
OUTSTANDING RCD	\$0.00
OVERPYMT KEPT	\$2.00
OVERPYMT VOUCHER	\$79.00
AB 6 NOD FORECLOSURE MEDIATION FUND	\$0.00
AB 6 NOD BUDGET SHORTFALL	\$0.00
AB 259 NOD INDIGENT	\$0.00
REAL PROPERTY TRANSFER TAX (General)	\$753.50
REAL PROPERTY TRANSFER TAX (State .10)	\$137.00
REAL PROPERTY TRANSFER TAX (State 1.30)	\$1,781.00
COPY WORK	\$355.90
SB 14 DOMESTIC VIOLENCE FUND	\$10.00
POSTAGE	\$0.00
TECHNOLOGY FEE	\$531.00
FOSTER CARE (State)	\$177.00
DEPARTMENT OF MINERALS (State)	\$62,466.50
AB 6 AFFIDAVIT CLAIMS HELD	\$0.00
MAPS	\$0.00
TOTAL AMOUNT REMITTED TO TREASURER:	\$82,883.90


Idonna M Trevino
Recorder
9/4/2012

REPORTING MONTH OF August 2012

FUND #300--TECHNOLOGY FEES

2012 SEP 10 PM 12:13

FILED

RECORDER

BEGINNING BALANCE-August 2012	\$18,619.53
REVENUE	\$531.00
Expenditures	-
Interest	\$0.78
ENDING BALANCE-August 2012	\$19,151.31

SADIE JOHNSON
DIST. COURT CLERK

ASSESSOR

BEGINNING BALANCE-August 2012	\$3,133,518.57
REVENUE	\$10,461.80
EXPENDITURES	(9,846.40)
Refund	-
Interest	\$134.49
ENDING BALANCE-August 2012	\$3,134,268.46

CLERK

BEGINNING BALANCE August 2012	\$27.51
REVENUE	\$0.00
EXPENDITURES	\$0.00
Interest	\$0.01
ENDING BALANCE-August 2012	\$27.52

TOTALS

August 2012 Beginning Balance	\$3,152,165.61
Recorder	\$531.78
Assessor	\$749.89
CLERK	\$0.01
August 2012 Ending Balance	\$3,153,447.29



Grace Powrie
Lander County Treasurer/Grace Powrie

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

300 TECHNOLOGY FEES

PERIOD ENDING 8/31/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	%
REVENUES					
32221 RECORDER TECH FEES	8,500.00	531.00	987.00	7,513.00	11
32223 ASSESSOR TECH FEES	1,300,000.00	10,461.80	10,726.42	1,289,273.58	0
32224 DIST COURT TECH FEES	.00	.00	.00	.00	0
38007 INTEREST-RECORDER	35.00	.78	.78	34.22	2
38009 INTEREST-ASSESSOR	2,045.00	134.49	134.49	1,910.51	6
38013 INTEREST-DIST. COURT	.00	.01	.01	.01-	0
38046 ASSESR TECH NET PRO	.00	.00	.00	.00	0
38080 MISCELLANEOUS REVENU	.00	.00	.00	.00	0
TOTAL REVENUES	<u>1,310,580.00</u>	<u>11,128.08</u>	<u>11,848.70</u>	<u>1,298,731.30</u>	<u>0</u>
EXPENDITURES					
067 RECORDER					
53920 SERVICE AND SUPPLIES	20,000.00	.00	.00	20,000.00	0
53991 MINOR EQUIP/FURNITUR	2,500.00	.00	.00	2,500.00	0
59950 MISCELLANEOUS	2,500.00	.00	.00	2,500.00	0
TOTAL RECORDER	<u>25,000.00</u>	<u>.00</u>	<u>.00</u>	<u>25,000.00</u>	<u>0</u>
068 ASSESSOR					
53920 SERVICE AND SUPPLIES	350,000.00	978.50	978.50	349,021.50	0
53991 MINOR EQUIP/FURNITUR	300,000.00	.00	.00	300,000.00	0
54010 NEW FIXED ASSETS	1,500,000.00	8,867.90	8,867.90	1,491,132.10	0
59045 TRANS OF REVENUES	155,000.00	.00	.00	155,000.00	0
TOTAL ASSESSOR	<u>2,305,000.00</u>	<u>9,846.40</u>	<u>9,846.40</u>	<u>2,295,153.60</u>	<u>0</u>
069 DISTRICT COURT					
53920 SERVICE AND SUPPLIES	25.00	.00	.00	25.00	0
53991 MINOR EQUIP/FURNITUR	.00	.00	.00	.00	0
TOTAL DISTRICT COURT	<u>25.00</u>	<u>.00</u>	<u>.00</u>	<u>25.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>2,330,025.00</u>	<u>9,846.40</u>	<u>9,846.40</u>	<u>2,320,178.60</u>	<u>0</u>
NET REV & EXPENDITURE	<u>1,019,445.00-</u>	<u>1,281.68</u>	<u>2,002.30</u>	<u>1,021,447.30-</u>	<u>0</u>
	=====	=====	=====	=====	=====

TREASURER'S ACCOUNTING LEDGER
FOR ACCOUNTS: 000 THRU 999 - 8/01/12 THRU 8/31/12

Rcpt No.	Receipt Description	Act	TP	Date	Debit Amount	Credit Amount	Balance	PBA No.
ACCOUNT-300 TECHNOLOGY FEES		TYPE- FUND						
					Beginning Balance		3,152,165.61	
48794	WEEK ENDING 08-03-12	300	CR	08/06/12		114.00	3,152,279.61	300-000-32221-000 RECORDER TECH FEE
48823	WEEK ENDING 08-10-12	300	CR	08/13/12		108.00	3,152,387.61	300-000-32221-000 RECORDER TECH FEE
48862	WEEK ENDING 08-20-12	300	CR	08/20/12		72.00	3,152,459.61	300-000-32221-000 RECORDER TECH FEE
8232	COMM BILLS 08-23-12	300	DS	08/27/12	626.50		3,151,833.11	300-000-00000-000
48889	WEEK ENDING 08-24-12	300	CR	08/27/12		147.00	3,151,980.11	300-000-32221-000 RECORDER TECH FEE
48915	2008-09 REAL PROP	300	CR	08/30/12		.16	3,151,980.27	300-000-32223-000 ASSESSOR TECH FEE
48917	2010-11 REAL PROP	300	CR	08/30/12		.18	3,151,980.45	300-000-32223-000 ASSESSOR TECH FEE
48918	2011-12 REAL PROP	300	CR	08/30/12		8.76	3,151,989.21	300-000-32223-000 ASSESSOR TECH FEE
48919	2012-13 REAL PROP	300	CR	08/30/12		9,881.09	3,161,870.30	300-000-32223-000 ASSESSOR TECH FEE
48920	2007-08 PERS PROP	300	CR	08/30/12		2.61	3,161,872.91	300-000-32223-000 ASSESSOR TECH FEE
48921	2008-09 PERS PROP	300	CR	08/30/12		2.77	3,161,875.68	300-000-32223-000 ASSESSOR TECH FEE
48922	2009-10 PERS PROP	300	CR	08/30/12		2.72	3,161,878.40	300-000-32223-000 ASSESSOR TECH FEE
48923	2010-11 PERS PROP	300	CR	08/30/12		2.77	3,161,881.17	300-000-32223-000 ASSESSOR TECH FEE
48924	2011-12 PERS PROP	300	CR	08/30/12		13.20	3,161,894.37	300-000-32223-000 ASSESSOR TECH FEE
48925	2012-13 PERS PROP	300	CR	08/30/12		547.54	3,162,441.91	300-000-32223-000 ASSESSOR TECH FEE
8282	SPEC EXPEND 08-28-12	300	DS	08/31/12	9,219.90		3,153,222.01	300-000-00000-000
48935	INVEST ACCT JUL'12	300	CR	08/31/12		.78	3,153,222.79	300-000-38007-000 INTEREST-RECORDER
48935	INVEST ACCT JUL'12	300	CR	08/31/12		134.49	3,153,357.28	300-000-38009-000 INTEREST-ASSESSOR
48935	INVEST ACCT JUL'12	300	CR	08/31/12		.01	3,153,357.29	300-000-38013-000 INTEREST-DIST. COL
48939	WEEK ENDING 08-31-12	300	CR	08/31/12		90.00	3,153,447.29	300-000-32221-000 RECORDER TECH FEE
					9,846.40	11,128.08		

ACCOUNT-300 TECHNOLOGY FEES	ENDING BALANCE	3,153,447.29
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Lander County Recorder

Idonna M. Trevino
315 South Humboldt Street
Battle Mountain, NV 89820

FILED
2012 SEP 11 AM 9:46
DIST. COURT CLERK

August 2012

To: Lander County Commissioners

From: Idonna M. Trevino *IT*

Re: Technology Fee Annual Report (N.R.S. 247.306.3)

This report includes receipts and expenditures for July 01, 2011 through June 30, 2012.

FY 2011-2012

Beginning Balance:	\$ 20,856.45
Receipts:	\$ 7251.00
Interest Income	\$ 21.49
Adjustment	\$
Expenditures:	\$ 9,966.15
Ending Balance:	\$ 18,162.79

Expenditure Detail: FY 2011-2012

High Desert Microimaging	\$ 9,933.65
Performance Computing	32.50
Total	\$ 9,966.15

FY 2012-2013

Estimated revenue	\$ 8,500.00
Estimated interest income	\$ 35.00
Total	\$ 8,535.00

Expenditures under consideration for FY 2012-2013 year include the following:

- Annual document index system updates
- Convert old film to CD
- Relocate secured storage

(775) 635-2236 Recorder (775) 635-8272 FAX (775)635-0398 DMV
E-mail: recorder@landercountynv.org